Agenda

City Council Regular Session

Monday, March 23, 2026 - 7:00 PM
Council Chambers

I. Call to Order

II. Invocation and Pledge of Allegiance

A. Council Member Michael Hagan

III. Roll Call

IV. Proclamations

V. Approve Minutes and Summaries

A. Special Session Minutes of December 1, 2025

B. Executive Session Minutes of December 1, 2025

C. Regular Session Minutes of February 9, 2026

VI. Meeting Schedule

VII. Consent Agenda

A. Motion to approve the purchase of three John Deere zero-turn mowers from Lawn and Leisure for the Public Works Department in an amount not to exceed $42,430.83

B. Special Session Minutes of December 8, 2025

C. Executive Session Minutes of December 8, 2025

D. Regular Session Minutes of February 23, 2026

VIII. Public Hearings

A. Ordinance approving a plan for an Industrial Development Project authorizing the City of Liberty, Missouri to issue taxable industrial development revenue bonds in a principal amount not to exceed $1,401,000,000 in connection with the Metrobloks Project and authorizing certain documents and actions in connection therewith

1. Ordinance approving a Community Benefits Agreement

2. Resolution appointing Directors to the Liberty Institute for Science and Ethics

IX. Ordinances, Contracts and Resolutions

A. Ordinance acknowledging vendor payments for the period of February 27, 2026 to March 13, 2026

B. Ordinance approving a contract with AAIM Services, LLC for the replacement

of the Liberty Community Center Theater HVAC Units RTU #11 (Theater Stage) and RTU #12 (Theater House) in an amount not to exceed $509,500.00

C. Ordinance approving a guaranteed pricing agreement with TW Custom Branding For FY2026 adult softball apparel in an amount not to exceed $2,872.80

D. Ordinance approving a contract with Tandem Paving Co, Inc. for the City of Liberty 2026 Street Maintenance Pavement Restoration Project (26-004) in an amount of $1,952,790.90 with funding authorization up to and in a not to exceed amount of $2,050,430.00

E. Ordinance approving a contract with McConnell & Associates Corp. for The City of Liberty 2026 Concrete Flatwork Replacement Project (26-005) in an amount of $388,851.00 with funding authorization up to and in a not to exceed amount of $425,000.00

F. Ordinance approving a contract with Streetwise, Inc. for the City of Liberty 2026 Pavement Marking Project (26-008) in an amount of $96,797.80 with funding authorization up to and not to exceed $106,000.00

G. Ordinance approving a guaranteed pricing agreement with Athco Acquisition Corporation to replace and install new playground equipment at Northwyck Park in an amount not to exceed $144,638.00

H. Ordinance approving a guaranteed pricing agreement with Taylormade, Co. for the purchase and installation of new rubber playground safety surfacing at Northwyck Park in an amount not to exceed $56,693.59

I. Liberty Public School District - School District 53, a Corporation

1. Ordinance accepting an easement for storm drainage facilities from Liberty Public School District 53, a Corporation for the Liberty Middle School track and field improvement project

2. Ordinance accepting four public access easements for private storm water quality facilities from Liberty Public School District 53, a Corporation for the Liberty Middle School track and field improvement project

3. Ordinance accepting a covenant to maintain storm water management systems from Liberty Public School District 53, a Corporation for the Liberty Middle School Track and Field Improvement Project

4. Resolution accepting public storm sewer improvements for the Liberty Public School District 53, a Corporation for the Liberty Middle School track and field improvement project

X. Other Business

A. Memorandum Regarding Multifamily Design Criteria

XI. Citizens' Participation

XII. Miscellaneous Matters from City Administrator

XIII. Miscellaneous Matters from Mayor and City Council

XIV. Adjournment

City Council Meeting

Special Session Minutes
December 1, 2025

I. CALL TO ORDER

A special session meeting of the City Council of the City of Liberty, Missouri was held in the Council Conference Room on December 1, 2025 with Mayor Greg Canuteson presiding. Mayor Canuteson called the meeting to order at 6:30 p.m.

II. ATTENDEES

Council Members Present:	Harold Phillips and Shelton Ponder, Ward I Kelley Wrenn Pozel, Ward II Kevin Graham and Jeff Watt, Ward III Michael Hagan, Ward IV
Council Members Absent:	Adam Travis, Ward II and Gene Gentrup, Ward IV
Staff Present:	Sara Cooke, Assistant City Administrator Sarah Ranes, Deputy City Clerk
Public Present:	None.

III. OTHER BUSINESS

A. Authorize an Executive Session to be held December 1, 2025, immediately following the Special Session to discuss Litigation Matters as authorized by 610.021(1) RSMo

Action: Council Member Hagan moved to authorize the closed session. Council Member Phillips seconded the motion, which passed unanimously.

IV. ADJOURNMENT

The meeting adjourned at 6:31 p.m.

_____
Greg Canuteson, Mayor

Attest:

_____
Deputy City Clerk

City Council Meeting

Regular Session Minutes
February 9, 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 February 9, 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 Watt, who then led the pledge of allegiance.

III. ROLL CALL

Council Members Present:	Harold Phillips and Shelton Ponder, Ward I Kelley Wrenn Pozel and Adam Travis, Ward II Kevin Graham, Ward III Michael Hagan, Ward IV
Council Members Absent:	Jeff Watt, Ward III and Gene Gentrup, Ward IV
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 John Findlay, City Engineer Adam Brandon, IT Operations Manager Sarah Ranes, Deputy City Clerk
Public Present:	Kellie Houx, Courier Tribune 2 members of the public

IV. PROCLAMATIONS

V. APPROVE MINUTES AND SUMMARIES

VI. MEETING SCHEDULE

VII. CONSENT AGENDA

A. Motion to approve the purchase of SCADA server hardware from Logicalis, Inc. for the Water Treatment and Waste Water Treatment Plants in an amount not to exceed $126,311.10

The proposed purchase will replace the current Dell VSAN server virtualization hardware with a new virtualization hardware stack from Scale. This is the core infrastructure responsible for running the servers and client machines that comprise a portion of the SCADA system. The equipment is being replaced as the SCADA system is critical to the operation of the water and wastewater treatment plant and this equipment is the "brain" of the SCADA system. The IT Department recommends a five-year lifecycle because hardware reliability begins to degrade beyond this point. As this system is a critical 24/7 system, we must avoid a "run to fail" approach to ensure continuous operation. This proposed purchase replaces aging, soon-to-be out of warranty equipment with new hardware that will be fully supported under a manufacturer warranty for the next five years.

Purchase of server equipment from Logicalis, Inc. for an amount not to exceed $126,311.10 for replacement of critical IT infrastructure at the Water Treatment Plant and Wastewater Treatment Plant that is a critical piece of the Supervisory Control and Data Acquisition (SCADA) System. The SCADA system collects information from sensors in various locations in the treatment process that provides information the operators utilize to make treatment process decisions. The SCADA system also facilitates remote operation of valves, motors, and other critical treatment system components, facilitating the efficient operation of the treatment process.

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

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

VIII. PUBLIC HEARINGS

IX. ORDINANCES, CONTRACTS AND RESOLUTIONS

A. Ordinance acknowledging vendor payments for the period of January 16, 2026 to January 31, 2026

1. Ordinance excluding Screen Vision Media payments

Document No. 10083 was read.

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

Roll Call
Vote: Motion passed 6-0-0
Yes: Council Members Phillips, Ponder, Pozel, Travis, Graham and Hagan
No: None
Abstain: None
Approved by the Chair and inscribed in Ordinance No. 12247.

2. Ordinance including Screen Vision Media payments

Document No. 10084 was read.

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

Roll Call
Vote: Motion passed 5-0-1
Yes: Council Members Phillips, Ponder, Pozel, Travis and Graham
No: None
Abstain: Council Member Hagan due to potential conflict of interest.
Approved by the Chair and inscribed in Ordinance No. 12248.

B. Ordinance approving an agreement with Cook, Flatt & Strobel Engineers for special inspection and testing services for the Liberty Police Expansion project in the amount of $54,777.80, with authorization to spend up to $60,000.00

The City Council previously approved an agreement with Hoefer Welker to provide architectural design services for the Liberty Police Expansion project. McCown Gordon was selected as the general contractor for the project construction manager. As part of this project, significant special inspections and testing will be required for site grading, geotechnical, foundation piers, concrete reinforcement, concrete placement, structural steel, masonry, metal framing, and asphalt pavement. Special inspections and testing involve independent, third-party review and implementation testing of these materials.

City staff solicited proposals from three qualified firms (CFS, Olsson, and Braun Intertech) to provide special inspections and testing services and, following evaluation, selected CFS as the most qualified provider. The proposal agreement with CFS provides these services for the Liberty Police Expansion project at an estimated amount of $54,777.80. City staff requests an authorization up to $60,000.00 for an additional owner contingency for additional inspection and testing that may be required for unforeseen conditions or circumstances. This contingency is only to be used as needed and approved by City staff.

Document No. 10085 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 Graham moved to approve the ordinance. Council Member Pozel seconded the motion.

Vote: Motion passed 6-0-0
Yes: Council Members Phillips, Ponder, Pozel, Travis, Graham and Hagan
No: None
Abstain: None
Approved by the Chair and inscribed in Ordinance No. 12249.

C. Ordinance approving a contract with Pediatric Emergency Standards, Inc. to provide access to Handtevy Mobile annually for three years in an amount not to exceed $4,815.25

The Liberty Fire Department utilizes Handtevy Mobile as a critical clinical decision support tool for emergency medical responses. The software assists EMS personnel with accurate medication dosing, equipment sizing, and protocol guidance, helping reduce medication errors and improve patient safety during high-stress emergency situations.

This application and software provide firefighters and paramedics with immediate, standardized access to department-approved medication dosing, clinical protocols, and ongoing updates. The contract is structured as a three-year renewal with annual payments, ensuring continuity of service while allowing budgetary flexibility. The total annual cost for the upcoming year is $4,815.25, with a 3% increase built into future renewal years.

Document No. 10086 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 Hagan moved to approve the ordinance. Council Member Phillips seconded the motion.

Vote: Motion passed 6-0-0
Yes: Council Members Phillips, Ponder, Pozel, Travis, Graham and Hagan
No: None
Abstain: None
Approved by the Chair and inscribed in Ordinance No. 12250.

D. Ordinance amending Ordinance No. 12120 approving Amendment No. 2 with HDR Engineering, Inc. by increasing the contract amount by $163,750.00 from $146,750.00 to $310,500.00

HDR Engineering Inc. has completed the design of a 24" resilient water transmission main that will address a critical single point of failure in the water distribution system at the water treatment plant. The project will add another discharge pipe from the high service pumps of the water treatment plant and an additional metering structure. The additional discharge line will provide distribution system redundancy and the ability to perform maintenance activities on the current 24" distribution water main. The consultant has completed the design of the project and a construction permit application has been made to the Missouri Department of Natural Resources. The construction of the project was budgeted in the 2026 budget and the construction cost is estimated to be $1,833,000.00.

Staff has requested additional professional services from the consultant to assist with the bidding phase and construction phase of the project. The additional services will include:

- Assisting the City in procuring the tilted disc check valve and magnetic flow meter directly from suppliers.
- Assist the City in conducting an in-person pre-construction conference.
- Establish survey benchmarks for use by contractor.
- Review shop drawings, request for information, and operation and maintenance submittals.
- Provide part-time resident project representative.
- Review applications for payment.
- Provide substantial completion inspection.
- Provide final completion inspection.
- Prepare as-constructed drawings.

The consultant has requested a contract amendment to include the necessary services. The amendment will increase the total contract price by $163,750.00 for a new total amount not to exceed $310,500.00 and increase the time to complete the project to December 31, 2026.

Document No. 10087 was read.

Action: Council Member Phillips 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 6-0-0
Yes: Council Members Phillips, Ponder, Pozel, Travis, Graham and Hagan
No: None
Abstain: None
Approved by the Chair and inscribed in Ordinance No. 12251.

E. Ordinance approving an agreement for services with Sargent Drilling for wellfield maintenance services in an amount not to exceed $100,848.00

Wells need to have cleaning done periodically to maintain performance and water quality. Cleaning removes debris and sediment that restricts water flow. Regular well cleaning helps prevent the growth of bacteria and reduces the occurrence of expensive repairs.

HDR engineering performed a well field study that was completed in February 2025. This report provided suggestions on ways that we could improve our well field cleaning methods to maximize their effectiveness in increasing the capacity of the wells. Previously, the method used for cleaning involved using a permanent pump and motor to surge the chemicals in the well. This traditional method worked very well when staff initially began annual cleaning, but has been providing smaller increases in capacity

over time. The comprehensive cleaning that was quoted will include the pull and inspection of the well pump and motor, a brushing of the casing and well screen, and delivery of the cleaning chemicals through a pressurized injection head.

Wells 8 and 11 were the first two wells to be cleaned using this method in 2025. Well 8 saw an increase in capacity of 68% and well 11 increased by 81%. Both wells had mechanical issues that needed repair that would not have been found without pulling and inspecting the components. Finding these things now and correcting them saves us from having to deal with pump or motor failure in an unplanned maintenance situation.

In 2026, staff will be cleaning wells 13 and 14. We are asking them to add a Sonar-Jet treatment in addition to the comprehensive well cleaning service that was done with wells 8 and 11. Sonar-Jet utilizes forceful sound waves to knock iron and calcium deposits from the wells screens as well as break up deposits in the gravel pack around the well casing. The staff believes this cleaning process additionally will provide a more effective cleaning and make it easier for water to infiltrate into the well, thereby increasing the effectiveness of the well.

Source water flow capacity from the well field since starting annual cleaning efforts in 2013 has resulted in an increased specific capacity, but the well field is below the original specific capacity. Improving our cleaning efforts will give us a more efficient and more reliable water source to continue meeting the needs of the city.

Quotes were obtained per well from Brotke Pump & Well Service ($52,888.00) and Sargent Drilling ($50,424.00) for the comprehensive mechanical cleaning and pump inspection along with an added Sonar-Jet treatment. C & B Equipment Inc. was also asked to bid but did not provide a quote for mechanical cleaning. Each was required to quote the work based on the procedure and chemical quantity recommended by HDR Engineering. Staff recommends Sargent Drilling for the cleaning of wells 13 and 14 in 2026.

Document No. 10088 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 Hagan moved to approve the ordinance. Council Member Phillips seconded the motion.

Vote: Motion passed 6-0-0
Yes: Council Members Phillips, Ponder, Pozel, Travis, Graham and Hagan
No: None
Abstain: None
Approved by the Chair and inscribed in Ordinance No. 12252.

F. Resolution authorizing the filing of a grant application with the Recreational Trails Program for replacing the Wilshire Park trail bridge within the City of Liberty, Missouri

The Wilshire Park trail, which provides a walking connection for students of Alexander Doniphan Elementary School, includes a bridge crossing a creek. Over time, the creek has eroded the east bank and the bridge abutment. Although structural engineers have deemed the bridge safe for current use, they have recommended repairs be made as soon as possible.

In 2025, the Parks Board approved a contract to engage BHC Civil Engineers to review the abutment of the Wilshire Park Trail Bridge and suggest repairs. That work is underway and is expected to be completed in early 2026. Staff expects the bridge replacement will cost around $160,000.00.

To help fund the bridge replacement, staff recommends applying for federal funding from the Recreational Trails Program (RTP). This grant will match up to 50% of the total cost of the project and is a reimbursement grant.

Grant applications for the RTP are due on February 20, 2026. If successful, funding would be made available in 2027.

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

Vote: Motion passed 6-0-0
Yes: Council Members Phillips, Ponder, Pozel, Travis, Graham and Hagan
No: None
Abstain: None
Inscribed in Resolution No. 3521

X. OTHER BUSINESS

XI. CITIZENS' PARTICIPATION

Lisa Sanneman – 614 Harborview Drive, Smithville, MO - Mrs. Sanneman recently spoke regarding the placement of a memorial medallion at the gravesite of her husband, Steve Sanneman, who served as a Liberty firefighter for over twenty years. During her remarks, she expressed concerns regarding a recent City social media post that featured a picture of her husband's grave. Mrs. Sanneman believes using the image to generate engagement was in poor taste, especially as the City has denied her husband's Workers' Compensation claim. She stated that the post should have been removed and a formal written apology issued to her. Additionally, Mrs. Sanneman has been working with the National Fallen Firefighters Foundation and the Department of Justice regarding benefits under the Honoring Our Fallen Heroes Act. She noted that while both agencies should offer honors for her late husband, she has received no communication from them because the Liberty Fire Department's administration staff has not provided the necessary communication. Mrs. Sanneman informed the City Council that she will not let her husband's death be in vain.

XII. MISCELLANEOUS MATTERS FROM CITY ADMINISTRATOR

XIII. MISCELLANEOUS MATTERS FROM MAYOR AND CITY COUNCIL

XIV. ADJOURNMENT

The meeting adjourned at 7:19 p.m.

_____
Greg Canuteson, Mayor

Attest:

_____
Deputy City Clerk

The City of Liberty missouri

CITY COUNCIL ACTION REPORT

Meeting Date: March 23, 2026
A/R No.: 2026-108

Department: Public Works

Submitted By: Sherri McIntyre, Director Public Works

Subject: Motion to approve the purchase of three John Deere zero-turn mowers from Lawn and Leisure for the Public Works Department in an amount not to exceed $42,430.83

Summary:
Staff mows significant areas on a continuous basis during the season. Based on the age and maintenance needs of the current mowers, staff has identified the need to purchase three new John Deere zero-turn mowers from Lawn & Leisure.

Background:
The annual Capital Improvement Plan, completed with the annual budget, has allocated funds for the purchase of critical equipment necessary for the maintenance of infrastructure and delivery of services. Staff have identified the need for three new zero-turn mowers. This will replace the existing zero-turn mowers.

The mowers are used to mow along improved sections of medians, fire stations, parkways, and city right-of-way. The existing mowers will be sold through an auction site.

The following quotes were received:

- Lawn & Leisure John Deere for $14,143.61 each for a total of $42,430.83
- Heritage Tractor John Deere for $14,282.73 each for a total of $42,848.19

Previous Action (if applicable):

Policy/Committee Review:

X	Citizen Sales Tax Oversight Committee	Completed/Recommended: 3-12-2026
	Public Safety Sales Tax Oversight Committee	Completed/Recommended:
	Budget Committee	Completed/Recommended:
	Other:	Completed/Recommended:

Financial Considerations:

X	**Budgeted:**	Line Item: 351-70001-201-000000 Line Item:	Amount: $42,430.83 Amount:
		Revenue Line (if applicable):	Amount:
	Non-	Line Item:	Amount:

Budgeted	Line Item:	
	Funding Source:	Amount:

Attachments:

1. Zero Turn Price Quote

Customer:

Quotes are valid for 30 days from the creation date or upon contract expiration, whichever occurs first.

A Purchase Order (PO) or Letter of Intent (LOI) including the below information is required to proceed with this sale. The PO or LOI will be returned if information is missing.

☐ Vendor: Deere & Company

2000 John Deere Run

Cary, NC 27513-2789 US

FED ID: 36-2382580

UEID: FNSWEDARMK53

☐ Signature on all LOIs and POs with a signature line

☐ Contract name or number; or JD Quote ID

☐ Sold to street address

☐ Ship to street address (no PO box)

☐ Bill to contact name and phone number

☐ Bill to address

☐ Bill to email address (required to send the invoice and/or to obtain the tax exemption certificate)

☐ Membership number if required by the contract

Quotes of equipment offered through contracts between Deere & Company, its divisions and subsidiaries (collectively "Deere") and government agencies are subject to audit and access by Deere's Strategic Accounts Business Division to ensure compliance with the terms and conditions of the contracts.

For any questions, please contact:

Bryan Acree
Lawn & Leisure - Lees Summit
706 SE Blue Parkway
Lees Summit, MO 64063
Email: acreeb@lawnandleisure.com

ALL PURCHASE ORDERS MUST BE MADE OUT TO (VENDOR):

Deere & Company

2000 John Deere Run

Cary, NC 27513-2789 US

FED ID: 36-2382580

UEID: FNSWEDARMK53

ALL PURCHASE ORDERS MUST BE SENT TO DELIVERING DEALER:

Bryan Acree

Lawn & Leisure - Lees Summit

706 SE Blue Parkway Lees Summit, MO 64063

Prepared For

PUBLIC WORKS OPERATION MANAGER SPAINHOWER

CITY OF LIBERTY PUBLIC WORKS

400 SUDDARTH ST ROAD

LIBERTY, MO 640682551

(816) 439-4515

LSPAINHOWER@LIBERTYMO.GOV

Prepared By

Bryan Acree

Lawn & Leisure - Lees Summit

706 SE Blue Parkway

Lees Summit, MO 64063

acreeb@lawnandleisure.com

Quote Id 1676363

Creation Date 25-Feb-2026

Expiration Date 27-Mar-2026

Logo

Lawn & Leisure

706 SE Blue Pkwy
Lee's Summit, MO 64063
(816) 524-6695

2230 SW Hwy. 7
Blue Springs, MO 64014
(816) 224-2100

www.lawnandleisure.com

ALL PURCHASE ORDERS MUST BE MADE OUT TO (VENDOR):

Deere & Company

2000 John Deere Run

Cary, NC 27513-2789 US

FED ID: 36-2382580

UEID: FNSWEDARMK53

ALL PURCHASE ORDERS MUST BE SENT TO DELIVERING DEALER:

Bryan Acree

Lawn & Leisure - Lees Summit

706 SE Blue Parkway Lees Summit, MO 64063

Prepared For

PUBLIC WORKS OPERATION MANAGER SPAINHOWER

CITY OF LIBERTY PUBLIC WORKS

400 SUDDARTH ST ROAD

LIBERTY, MO 640682551

(816) 439-4515

LSPAINHOWER@LIBERTYMO.GOV

Prepared By

Bryan Acree

Lawn & Leisure - Lees Summit

706 SE Blue Parkway

Lees Summit, MO 64063

acreeb@lawnandleisure.com

Quote Id 1676363

Creation Date 25-Feb-2026

Expiration Date 27-Mar-2026

Quote Summary

Equipment Summary	Suggested List	Selling Price	QTY In Group	Extended
Z950R ZTrak **Contract:** Sourcewell Grounds Maint 112624-DAC (PG NB CG 70) **Price Effective Date:** 15-Feb-2026	**$18,549.00**	**$14,143.61**	**1**	**$14,143.61**
Z950R ZTrak **Contract:** Sourcewell Grounds Maint 112624-DAC (PG NB CG 70) **Price Effective Date:** 15-Feb-2026	**$18,549.00**	**$14,143.61**	**1**	**$14,143.61**
Z950R ZTrak **Contract:** Sourcewell Grounds Maint 112624-DAC (PG NB CG 70) **Price Effective Date:** 15-Feb-2026	**$18,549.00**	**$14,143.61**	**1**	**$14,143.61**
Equipment Total				**$42,430.83**

Quote Summary	
Total Selling Price	$42,430.83
Total Taxable Equipment Fees	$0.00
Sub-total	**$42,430.83**
*Total Non-Taxable Equipment Fees	$0.00

Salesperson : X _____ **Accepted By : X** _____

Rental Applied	$0.00
Total Amount Due	**$42,430.83**
Down Payment	$0.00
Balance Due	**$42,430.83**

Salesperson : X _____ **Accepted By : X** _____

Selling Equipment

Quote # 1676363

Customer CITY OF LIBERTY PUBLIC WORKS

Z950R ZTrak

QTY In Group : 1

Hours	- - -
Serial Number	- - -
Stock Number	- - -
Contract	Sourcewell Grounds Maint 112624-DAC (PG NB CG 70)
Price Effective Date	15-Feb-2026
PUK Parent Serial #	

Suggested List
$18,549.00
Selling Price
$14,143.61
Discount Amount
($4,405.39)

Equipment Summary

Code	Description	Qty	List Price	Discount %	Discount $	Adjusted Selling Price
2197TC	Z950R ZTrak	1	$18,549.00	23.0%	($4,266.27)	$14,282.73

Base / Options

Code	Description	Qty	List Price	Discount %	Discount $	Adjusted Selling Price
001A	United States /Canada	1	$0.00	23.0%	$0.00	$0.00
1504	60 In. Side Discharge Mower Deck	1	$0.00	23.0%	$0.00	$0.00
2093	Fully Adjustable Suspension Seat with Armrests (24" High Back)	1	$0.00	23.0%	$0.00	$0.00
1036	24x12x12 Pneumatic Turf Tire for 54 In. and 60 In. Decks	1	$0.00	23.0%	$0.00	$0.00
Total Base / Options			**$18,549.00**		**($4,266.27)**	**$14,282.73**

Customer Discounts

Description	Discount Amount
Multi-unit Discount	($139.12)
Total Discounts	**($139.12)**
Selling Price Subtotal	**$14,143.61**
Total Selling Price	**$18,549.00** **($4,405.39)** **$14,143.61**

Z950R ZTrak

QTY In Group : 1

Hours	- - -
Serial Number	- - -
Stock Number	- - -
Contract	Sourcewell Grounds Maint 112624-DAC (PG NB CG 70)
Price Effective Date	15-Feb-2026
PUK Parent Serial #	

Suggested List
$18,549.00
Selling Price
$14,143.61
Discount Amount
($4,405.39)

Equipment Summary

Code	Description	Qty	List Price	Discount %	Discount $	Adjusted Selling Price
2197TC	Z950R ZTrak	1	$18,549.00	23.0%	($4,266.27)	$14,282.73

Base / Options

Code	Description	Qty	List Price	Discount %	Discount $	Adjusted Selling Price
001A	United States /Canada	1	$0.00	23.0%	$0.00	$0.00
1504	60 In. Side Discharge Mower Deck	1	$0.00	23.0%	$0.00	$0.00
2093	Fully Adjustable Suspension Seat with Armrests (24" High Back)	1	$0.00	23.0%	$0.00	$0.00
1036	24x12x12 Pneumatic Turf Tire for 54 In. and 60 In. Decks	1	$0.00	23.0%	$0.00	$0.00
Total Base / Options			**$18,549.00**		**($4,266.27)**	**$14,282.73**

Customer Discounts

Description	Discount Amount
Multi-unit Discount	($139.12)
Total Discounts	**($139.12)**
Selling Price Subtotal	**$14,143.61**
Total Selling Price	**$18,549.00** **($4,405.39)** **$14,143.61**

Z950R ZTrak

QTY In Group : 1

Hours	- - -	Suggested List
Serial Number	- - -	$18,549.00
Stock Number	- - -	Selling Price
Contract	Sourcewell Grounds Maint 112624-DAC (PG NB CG 70)	$14,143.61
Price Effective Date	15-Feb-2026	Discount Amount
PUK Parent Serial #		($4,405.39)

Equipment Summary

Code	Description	Qty	List Price	Discount %	Discount $	Adjusted Selling Price
2197TC	Z950R ZTrak	1	$18,549.00	23.0%	($4,266.27)	$14,282.73

Base / Options

Code	Description	Qty	List Price	Discount %	Discount $	Adjusted Selling Price
001A	United States /Canada	1	$0.00	23.0%	$0.00	$0.00
1504	60 In. Side Discharge Mower Deck	1	$0.00	23.0%	$0.00	$0.00
2093	Fully Adjustable Suspension Seat with Armrests (24" High Back)	1	$0.00	23.0%	$0.00	$0.00
1036	24x12x12 Pneumatic Turf Tire for 54 In. and 60 In. Decks	1	$0.00	23.0%	$0.00	$0.00
Total Base / Options			**$18,549.00**		**($4,266.27)**	**$14,282.73**

Customer Discounts

Description	Discount Amount
Multi-unit Discount	($139.12)
Total Discounts	**($139.12)**
Selling Price Subtotal	**$14,143.61**
Total Selling Price	**$18,549.00** **($4,405.39)** **$14,143.61**

City Council Meeting

Special Session Minutes
December 8, 2025

I. CALL TO ORDER

A special session meeting of the City Council of the City of Liberty, Missouri was held in the Council Conference Room on December 8, 2025 with Mayor Greg Canuteson presiding. Mayor Canuteson called the meeting to order at 6:30 p.m.

II. ATTENDEES

Council Members Present:	Harold Phillips and Shelton Ponder, Ward I Kelley Wrenn Pozel, Ward II Kevin Graham and Jeff Watt, Ward III Michael Hagan, Ward IV
Council Members Absent:	None.
Staff Present:	Curt Wenson, City Administrator Sara Cooke, Assistant City Administrator Andy Noll, Director of Utilities Brandon Smith, Economic & Business Development Manager Sarah Ranes, Deputy City Clerk
Public Present:	None.

III. OTHER BUSINESS

A. Authorize an Executive Session to be held December 8, 2025, immediately following the Special Session to discuss Contract Negotiations as authorized by 610.021(12) RSMo

Action: Council Member Hagan moved to authorize the closed session. Council Member Graham seconded the motion, which passed unanimously.

IV. ADJOURNMENT

The meeting adjourned at 6:31 p.m.

_____
Greg Canuteson, Mayor

Attest:

_____
Deputy City Clerk

City Council Meeting

Regular Session Minutes
February 23, 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 February 23, 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 Travis, who then led the pledge of allegiance.

III. ROLL CALL

Council Members Present:	Harold Phillips and 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:	None
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 Tom Garland, Parks and Recreation Assistant Director Erika Brant, Parks and Recreation Community Engagement Mgr. Jim Martin, Police Chief Chris Young, Fire Chief Brandon Smith, Economic & Business Development Director Katherine Sharp, Planning and Development Director Wade Thomas, Technology and Logistics Director Sherri McIntyre, Public Works Director Sarah Ranes, Deputy City Clerk
Public Present:	Kellie Houx, Courier Tribune 26 members of the public

IV. PROCLAMATIONS

V. APPROVE MINUTES AND SUMMARIES

A. Regular Session Minutes of January 12, 2026

Council Member Hagan moved to approve the minutes as distributed. Council Member Graham seconded the motion, which carried 7-0-1. Council Member Ponder abstained due to absence.

VI. MEETING SCHEDULE

VII. CONSENT AGENDA

A. Motion to approve the purchase of replacement bunker gear from Dinges Fire in an amount not to exceed $73,040.00

In accordance with current NFPA recommendations and the provisions of the Collective Bargaining Agreement with Local 42, the Liberty Fire Department has established a five-year bunker gear rotation program. This program provides each firefighter with a new primary set of gear at the appropriate interval while retaining their previous set as a secondary ensemble. The second set ensures firefighters have clean, serviceable protective equipment available if their primary gear becomes contaminated during incidents such as structure fires, vehicle fires, or hazardous materials responses.

Staff recommends the purchase of sixteen sets of bunker gear in an amount not to exceed $73,040.00. This purchase will support the department's five-year rotation schedule and will also outfit newly hired firefighters who are currently on and will soon complete their probationary period. This approach ensures compliance with safety standards, supports firefighter health and readiness, and maintains operational continuity

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

Vote: Motion passed 8-0-0
Yes: Council Members Phillips, Ponder, Pozel, Travis, Graham, Watt, Gentrup and Hagan
No: None
Abstain: None

B. Motion to approve the purchase of fleet trucks from Chuck Anderson Ford for the Public Works Department in an amount to not exceed $168,617.81

Maintaining a fleet on a rotating cycle is part of good management of overall city assets. Staff has identified two vehicles for replacement and a new vehicle that is needed due to the expanded role of the Building Maintenance Division.

- The super duty F-550 4X4 Chassis truck is used during the winter for plowing snow and salting of the roadways, and in the summer, it supports the needs for managing the right-of-way. The price for the F-550 chassis is $69,413.47.
- The F-350 4x4 Crew Cab Truck will be outfitted for plowing of snow, but not spreading salt, and this vehicle is used by the right-of-way inspection staff. The price for the F-350 crew cab is $53,080.67.
- The F-150 4x4 Super Cab truck is for the additional needs of the building maintenance staff to transport mowers, snow blowers and other equipment to

support additional duties that were included as part of the new fiscal year. The price for the F-150 Super cab is $46,123.67.

The older F-550 and F-350 will be sold through an online auction service once the new vehicles are in service.

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

Vote: Motion passed 8-0-0
Yes: Council Members Phillips, Ponder, Pozel, Travis, Graham, Watt, Gentrup and Hagan
No: None
Abstain: None

C. Motion to approve the purchase of a new dump truck from Premier Truck Group for the Public Works Department in an amount not to exceed $109,497.38

The annual Capital Improvement Plan, completed with the annual budget, has allocated funds for the purchase of equipment needed for the delivery of services for the city. Public Works staff has identified the need to replace an aging dump truck. We use Freightliner Trucks for consistency of the fleet vehicles. The dump truck is used throughout the year. It is a heavy-duty truck for salting and plowing streets in the winter, and hauling rock, asphalt, and other items the rest of the year.

Premier is part of the Sourcewell bidding process that allows staff to sole source the procurement of fleet vehicles.

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

Vote: Motion passed 8-0-0
Yes: Council Members Phillips, Ponder, Pozel, Travis, Graham, Watt, Gentrup and Hagan
No: None
Abstain: None

D. Motion to approve the purchase of equipment to outfit a new dump truck and new Ford F-550 Chassis from Knapheide Truck Equipment Center for the Public Works Department in an amount not to exceed $228,807.00

The annual Capital Improvement Plan completed with the annual budget, has allocated funds to maintain the current fleet of trucks for the maintenance of infrastructure and delivery of services for the City. The new truck chassis are purchased through a truck sales point and then outfitted at a separate location. Knapheide is the vendor selected through Sourcewell purchasing consortium.

Maintaining an operational fleet is critical for service during winter weather events, and to transport material such as rock and asphalt for roadway maintenance year-round.

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

Vote: Motion passed 8-0-0
Yes: Council Members Phillips, Ponder, Pozel, Travis, Graham, Watt, Gentrup and Hagan
No: None
Abstain: None

E. Resolution approving a temporary event liquor license for the St. James Catholic School annual fundraiser at St. James Church, 309 S. Stewart Road, Liberty, MO on November 7, 2026

St. James Catholic School has applied for a temporary liquor license to serve alcohol at the St. James Catholic School annual fundraiser to be held on November 7, 2026, from 6 p.m. to 11 p.m. Because the public will have access to the event, State statute and City ordinance require a license. The necessary certificate of liability insurance and authorization letter have been provided by the applicant. The application and necessary certificate of liability insurance have been reviewed by the appropriate staff and approval is recommended.

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

Vote: Motion passed 8-0-0
Yes: Council Members Phillips, Ponder, Pozel, Travis, Graham, Watt, Gentrup and Hagan
No: None
Abstain: None
Inscribed in Resolution No. 3522

F. Resolution approving a Liberty Community Center alcoholic beverages service application for a private event to be held on March 13, 2026

Alena Hoeffling is hosting a private event to be held at the Liberty Community Center on March 13, 2026, from 6 p.m. to 9:30 p.m. The applicant has completed an LCC Alcoholic Beverages Service Application, requesting authorization to serve alcohol at the event. This is a private event, so a catering permit is not required. In accordance with the statute, written notice was provided to the Liberty School District (only property owner within 100 feet of the proposed location) on February 12, 2026, notifying them of the application and the meeting date that Council will consider the application. The staff have confirmed School District receipt of the notice and Liberty Middle School has a musical performance that day.

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

Vote: Motion passed 8-0-0
Yes: Council Members Phillips, Ponder, Pozel, Travis, Graham, Watt, Gentrup and Hagan
No: None

Abstain: None
Inscribed in Resolution No. 3523

G. Special Regular Session Minutes of December 15, 2025

Council Member Watt moved to approve the minutes as distributed. Council Member Ponder seconded the motion, which carried 8-0-0.

H. Regular Session Minutes of January 26, 2026

Council Member Watt moved to approve the minutes as distributed. Council Member Ponder seconded the motion, which carried 8-0-0.

VIII. PUBLIC HEARINGS

A. Ordinance of the City of Liberty, Missouri, designating the “Garrison-North End” as a Historic Legacy District and identifying the boundaries of the “Garrison-North End Historic Legacy District"

The purpose of a Historic Legacy District is to honor an area of historic and cultural significance. During the first half of the 20th Century, the Garrison-North End District was the heart of the Black community, featuring vibrant businesses and residences including restaurants, churches, schools, grocery stores, and social clubs. While many of the buildings or businesses no longer exist, it is appropriate for the City of Liberty to formally recognize this historic area and maintain the historical record of this area.

The establishment of a Historic Legacy District shall in no way alter the uses permitted by existing zoning, land use, or future development of the properties included in the district.

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

AJ Byrd – 10 College Place West, Liberty, MO – Mr. Byrd spoke in support of the creation of the district, highlighting a few reasons for its importance. One being for economic growth, this factor of renaming can boost property values and attract new residents. Secondly, a new name can preserve the cultural identity and history as it evolves. Instead of being a segregated neighborhood only for African Americans, it’s a neighborhood open to opportunity and has value. And lastly, community engagement, naming can foster community pride and residents become more vested in neighborhoods. A new name can improve the public perception of it and make it more appealing than it has been. Mr. Byrd noted that while naming is often one of the biggest challenges with Legacy Districts, that aspect is now settled. Mr. Byrd thanked staff for their efforts.

Theresa Byrd – 10 College Place West, Liberty, MO – Mrs. Byrd stated she would like to extend a heartfelt thank you to the City of Liberty administration, staff and committee that worked on this project and heard their voices and understood the need to do this. Mrs. Byrd is very thankful for the new lighting, sidewalks and now the creation of the Garrison-North End Historic Legacy District.

Jeremiah Morgan, Deputy Attorney General for the State of Missouri, and Historic Sites Director Mark Buchanan offered their support on behalf of The Church of Jesus Christ of Latter-day Saints regarding the proposed Garrison-North End Historic Legacy District. Mr. Buchanan expressed the church's appreciation for the City's commitment to its diverse history. He noted that the church supports the recognition of the Historic Legacy District, which includes the Liberty Historic Jail—one of the church's most significant sites. This location is where church leaders were imprisoned during the winter and spring of 1838–1839 and where important scriptures were received. The church values its long-standing relationship with the City of Liberty and its shared interest in preserving historically significant places. Furthermore, Mr. Buchanan indicated that the church plans to improve the Liberty Historic Jail site to enhance the visitor experience. Mr. Buchanan stated the church will continue their stewardship, property ownership and long-term planning and investment in the Historic area.

Robert Weagley – Mr. Weagley emphasized that the creation of the Historic Legacy District should be focused on the people rather than the land. He noted that this is a significant opportunity to recognize the community and expressed his appreciation for the love, faith, and hard work that made this designation possible. Mr. Weagley concluded by sharing his gratitude that this location is being formally recognized as a Historic Legacy District.

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

Document No. 10089 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 Travis seconded the motion.

Vote: Motion passed 8-0-0
Yes: Council Members Phillips, Ponder, Pozel, Travis, Graham, Watt, Gentrup and Hagan
No: None
Abstain: None
Approved by the Chair and inscribed in Ordinance No. 12253.

B. Resolution approving a preliminary plat for Whitehorse, a 281-lot residential subdivision on 132 +/- acres, east of Birmingham Road and north of Ruth Ewing Road, in Liberty, Clay County, Missouri (P&Z Case 26-03PP)

This is a request for a preliminary plat for a 132-acre single-family residential development with 281 lots. This application also includes three variance requests, regarding streets, sewer, and sidewalks. The applicant proposes that the site be low-density residential with 281 single family lots.

The proposed site is on the east side of Birmingham Road and north of Ruth Ewing. There are four phases shown on the preliminary plat. Phase 1 is anticipated as 43.3

acres and 57 lots. It will include 7 Tracts (C-H) as stormwater and open space tracts, as well as Tract M which is for the future alignment of Birmingham Road, to be discussed further in the streets section of the report. All of the internal roads will include sidewalks and will be built to city standards. The applicant is requesting a variance from the city standards for a portion of Birmingham adjacent to Phase 1. Phase 2 includes 93 lots on approximately 33+/- acres, and also contains Tract I for stormwater BMPs. Phase 3 contains 42+/- acres, 103 lots, and stormwater tracts J, K and L. North of the railroad tracks, on the east side of Birmingham is Phase 4. This section consists of approximately 14 acres and 28 lots. All lots are proposed to be at a minimum 70-foot-wide and 110 feet deep, which is the minimum for the R-1C zoning district. All tracts within the development will be owned and maintained by the HOA.

There will be three proposed entrances to the site from Birmingham: on the north side of the railroad at Lauren Street; south of the railroad crossing on the east side of Birmingham at Bridgeway Lane; and Creekwood Drive. There are four cul-de-sac roads and the rest of the streets are looped through the site.

Sidewalks are proposed to be constructed along Birmingham Road north and south of the future rail crossing bridge construction area except for the specific areas requested in the variances, and on both sides of the street throughout the internal roads in the development. The new bridge will have pedestrian infrastructure.

The developer is requesting a variance from Sec. 30-93.3. - Design specifications, streets and alleys, which states that five-foot wide sidewalks are required on both sides of the street on all road improvements. The applicant requests a variance from building the sidewalk on the west side of Birmingham adjacent to Phase 1, since that property is undeveloped, and the sidewalk would be torn up when the site is developed in the future.

City Staff approached the developer about a future realignment of Birmingham Road including a bridge crossing over the railroad tracks, eliminating the existing at-grade crossing. Because of the realignment and bridge, instead of improving existing Birmingham Road through the extent of the site as it exists today, the developer will make the required improvements only at the locations that will remain in use after the bridge is in place. The developer would be required to fully improve Birmingham Road if for any reason the bridge were not to be built. This stipulation will be part of the Development Agreement approved and accepted by the City Council. The developer has agreed to contribute to the cost of the bridge, and the details of this agreement will be conferred in a development agreement to be reviewed by the City Council concurrent with this application.

Mayor Canuteson 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 Hagan seconded the motion.

Vote: Motion passed 8-0-0
Yes: Council Members Phillips, Ponder, Pozel, Travis, Graham, Watt, Gentrup and Hagan
No: None
Abstain: None

Inscribed in Resolution No. 3524

C. Ordinance approving a plan for an industrial development project authorizing the City of Liberty, Missouri to issue a series of taxable industrial development revenue bonds in a principal amount not to exceed $12,550,000 and authorizing and approving certain documents and actions in connection therewith

The total cost of the Project is estimated to be $12,500,000, consisting of approximately $3,500,000 in real property improvements and approximately $9,000,000 in personal property. The project is seeking a tax abatement for 10 years at 90% on real and personal property, which will also include sales tax exemption.

The Project involves acquiring, constructing, improving, equipping and installing a facility for the manufacture of utility and service truck bodies, consisting of (a) improvements to an existing light industrial building shell located at 1501 Shepard Road in Liberty, Missouri (the "Project Site") including adding offices, lunchrooms, conference rooms, HVAC systems, and electrical infrastructure, and (b) fabrication equipment including lasers, power bend folders, overhead crane systems, welding machines, paint finishing systems and material handling equipment (altogether, the "Project"). The Project will not involve the acquisition of land or the existing building shell, as such, property is currently owned by the City and subject to tax abatement pursuant to a previously-approved plan for industrial development.

The projected PILOTS on real property improvements total $90,497 and the total benefit on improvements to real property totals $814,476 for the life of the abatement. The projected PILOTS on equipment total $31,423 and the total benefit to the applicant on the equipment to be acquired is $282,809 over the life of the abatement.

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

Document No. 10090 was read.

Action: Council Member Hagan 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 Hagan seconded the motion.
Roll Call
Vote: Motion passed 8-0-0
Yes: Council Members Phillips, Ponder, Pozel, Travis, Graham, Watt, Gentrup and Hagan
No: None
Abstain: None
Approved by the Chair and inscribed in Ordinance No. 12254.

IX. ORDINANCES, CONTRACTS AND RESOLUTIONS

A. Ordinance acknowledging vendor payments for the period of January 31, 2026 to February 13, 2026

Document No. 10091 was read.

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

Roll Call
Vote: Motion passed 8-0-0
Yes: Council Members Phillips, Ponder, Pozel, Travis, Graham, Watt, Gentrup and Hagan
No: None
Abstain: None
Approved by the Chair and inscribed in Ordinance No. 12255.

B. Resolution approving a final development plan for Liberty Hills Townhomes, a 49-unit townhome development including 11 four-and five-plex structures at the southwest corner of Camille Street and N. Church Road in the City of Liberty, Clay County, Missouri (P&Z Case 26-05FDP)

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

Vote: Motion passed 8-0-0
Yes: Council Members Phillips, Ponder, Pozel, Travis, Graham, Watt, Gentrup and Hagan
No: None
Abstain: None
Inscribed in Resolution No. 3525

C. Ordinance authorizing a development agreement with Star Development for the Whitehorse Residential Subdivision in Liberty, Missouri

City staff and the developer discussed the potential for a bridge at Birmingham Road which would remove the need for the existing at-grade crossing. The developer redesigned the portion of the subdivision nearest the railroad crossing to allow a bridge over the crossing. In lieu of making road improvements in the area of Birmingham that will not be used when the bridge is constructed, the developer is contributing $100,000 to the design of the bridge and right-of-way for the roadway re-alignment. This design will allow city staff to apply for Federal Railroad Administration (FRA) funding to aid in the cost of the grade-separation costs. The City has procured a consultant to assist with the bridge design and grant application with support from the Canadian Pacific Railway. FRA funding will be applied for in 2026. Future roadway and bridge construction could start as early as summer of 2029 if funding and grant applications are successful. The complete variance requests are discussed in detail in the rezoning staff report and listed below:

- Sec. 30-35.2. — Street capacity requirements; required improvements, which require the developer to improve all collector or arterial streets that abut the proposed development along the entire limits of the development site to City improvement standards. The developer requests a variance for improving Birmingham north of Creekwood Drive and south of lot 281, along the portion of Birmingham that will be realigned. The developer will be required to build all other required road improvements.

- Sec. 30-93.3. — Design specifications, streets and alleys, which state that five-foot wide sidewalks are required on both sides of the street for all road improvements. The developer requests a variance for building the sidewalk on the west side of Birmingham adjacent to Phase 1, approximately 460 feet of sidewalk. The developer shall build all other required sidewalks.

- Sec. 30-36.1. — Sanitary sewer facilities; required connection, which states that all development shall be required to provide a direct gravity flow sewer connection to the public sewer system. The developer requests to install a sewer lift station and force main in the area shown as Phase 4, which lies north of the tracks and east of Birmingham Road. The developer shall build the gravity line south and under the railroad, placing the lift station on the south side of the railroad and east of Birmingham. Once accepted, the City will provide future maintenance for the lift station.

Per the development agreement, if at the time that the developer is ready to file the final plat for Phase 4, the City has decided that the City will not pursue the realignment of Birmingham Road as contemplated, the developer will be obligated to improve the portion of Birmingham Road north of Creekwood Drive and south of Lot 281 in accordance with Sec. 30-35.2, and at such time that the developer records the final plat for Phase 4, the City will reimburse the developer the $100,000 contribution described.

Document No. 10092 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 8-0-0
Yes: Council Members Phillips, Ponder, Pozel, Travis, Graham, Watt, Gentrup and Hagan
No: None
Abstain: None
Approved by the Chair and inscribed in Ordinance No. 12256.

D. Ordinance approving a Carbon Reduction Program (CRP) grant agreement with MODOT to provide financial assistance for the construction of a 1.3-mile trail segment connecting North Flintlock Road to Campbell Drive that will complete Little Shoal Creek Trail (Project CRP – 3392(410))

In 2017, Vireo provided a preliminary trail route to connect Campbell Road where the Homestead Trail terminates west to Liberty Drive. With the primary design completed, staff worked with the developers of Homestead subdivision to extend the trail further west to connect Buckingham Drive with a pedestrian bridge over Little Shoal Creek to Campbell Road. The developer agreed to build the trail in 2023 as part of Homestead Hills second phase if the City would cover the cost for the bridge over Little Shoal Creek. In the spring of 2024, the bridge was installed and the trail pavement completed. This completed Segment C of Little Shoal Creek from the 2017 Liberty Trail Alignment Report.

In 2024, the City applied for funding through MARC's Connected KC 2050 call for projects. That application was successful, and the City was awarded $950,000 to complete segments A & B of Little Shoal Creek Trail. This connection will provide alternative routes for bicyclists and pedestrians to connect to schools and shopping west of the Flintlock flyover spanning I-35. This section of trail is planned to cross the creek twice and will need to connect to Liberty Drive/N. Flintlock near the Flintlock Roundabout.

City Council approved a contract for BHC Civil Engineering (Ord. No. 12156) for the Little Shoal Creek Trail design from Old Campbell Road to Liberty Drive/N. Flintlock in August 2025. That work to complete a final trail design and floodplain permit is in process and is expected to be completed in 2026.

The grant funds for this trail will be available as reimbursement for construction costs and require coordination and an agreement with the Missouri Department of Transportation (MoDOT). The awarded grant provides up to $950,000 with an estimated total cost of approximately $1.3 million to complete the trail. Additional funds to complete the trail will come from the Parks Sales Tax.

Document No. 10093 was read.

Action: Council Member Pozel 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 Graham seconded the motion.

Vote: Motion passed 8-0-0
Yes: Council Members Phillips, Ponder, Pozel, Travis, Graham, Watt, Gentrup and Hagan
No: None
Abstain: None
Approved by the Chair and inscribed in Ordinance No. 12257.

E. Ordinance authorizing payment of a project invoice in the amount of $33,900.00 to the Mid-America Regional Council as part of the MARC Transportation Program Local Match Policy and Strategy Associated with the $3,390,000.00 of awarded Federal Funds in 2025

In 2024, the City of Liberty applied for funding through three distinct Federal grant programs which are locally applied for through the Mid-America Regional Council (MARC). These programs and the projects applied for are as follows:

- Construction Funding for Richfield Road Bridge Replacement — Surface Transportation Block Grant Program (STBG)
- Construction of Traffic Signal Interconnectivity along South Liberty Parkway — Congestion Mitigation and Air Quality Improvement Program (CMAQ)
- Construction of the Little Shoal Creek Trail — Carbon Reduction Program (CRP)

The City's applications were successful with a total of $3,390,000.00 being awarded as broken out below:

- Richfield Road Bridge Replacement — STBG — $1,800,000.00
- South Liberty Parkway Traffic Signal Interconnect — CMAQ — $640,000.00
- Little Shoal Creek Trail - CRP - $950,000.00

At this time, 1.0% ($33,900.00) of the awarded dollar amount is required to be paid to MARC as is the typical agreement for any federal funding awarded through a MARC process.

Document No. 10094 was read.

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

Vote: Motion passed 8-0-0
Yes: Council Members Phillips, Ponder, Pozel, Travis, Graham, Watt, Gentrup and Hagan
No: None
Abstain: None
Approved by the Chair and inscribed in Ordinance No. 12258.

F. Ordinance approving a guaranteed pricing agreement with KOHL Wholesale for FY2026 concession food and supplies in an amount not to exceed $70,000.00

The Parks and Recreation Department operates two concession stands during programs and events held at the Sports Complex. Independent contractors are engaged to deliver concession food, beverages, and supplies to the Sports Complex concession stands. Because the services requested are specialized, services are divided into two separate groups (concession food and supplies; beverages).

Services covered by this contract include all concession food and supplies that will be resold in FY 2026. The Sports Complex operating budget includes funding for all food

and beverage in the amount of $120,000, of which $70,000 is planned for food and supplies.

Staff solicited proposals from four area food delivery vendors (Sysco, KOHL, Graves, and EVCO) as well as publicly advertised food and supplies delivery services. One sealed proposal was received. A “basket of goods” analysis was used to compare unit pricing between the two to ensure competitive pricing. It is important to note that the “basket of goods” analysis does not include an exhaustive list of all products purchased but focuses on the primary products purchased each year. For this analysis, staff used FY 2024 numbers of cases/units purchased as well as volume based on event usage to project the FY 2025-2026 annual costs bid.

Staff recommends engaging in a guaranteed pricing contract with Kohl Wholesale for food products in 2026. This agreement is year two (2026) of the potential three (2025, 2026 and 2027), one-year agreements.

Document No. 10095 was read.

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

Vote: Motion passed 8-0-0
Yes: Council Members Phillips, Ponder, Pozel, Travis, Graham, Watt, Gentrup and Hagan
No: None
Abstain: None
Approved by the Chair and inscribed in Ordinance No. 12259.

G. Ordinance amending Ordinance No. 11862 approving Amendment No. 1 with Veenstra & Kimm, Inc. by increasing the contract amount by $38,930.00 from $99,985.00 to $138,915.00

City of Liberty project 23-018 was approved by the City Council on December 18, 2023, through Ordinance No. 11862. The project included looking at both the Marilynn Avenue and Sherrill Avenue bridges with the intent of designing a replacement for the Marilynn Ave. bridge and recommendations for Sherrill Ave. bridge. The Marilynn Ave. bridge crosses Cates Branch creek in the South Country Club subdivision approximately 0.25 miles west of Southview Drive.

Since that time, Veenstra & Kimm has developed ROW-level plans for the City and the City is looking to begin the permit application process for environmental, flood plain and cultural clearances required prior to construction. This report requests the Council to amend the original design contract with Veenstra & Kimm by accepting Amendment No. 1, which increases the contract by $38,930.00 from $99,995 to $138,915.00 and includes:

- Project Management;
- Flood Plain, Environmental and Cultural Tasks required prior to bidding for construction;
- Public Outreach Activities anticipated prior to bidding for construction; and
- Construction Bidding Services, such as response to bidder inquiries and resulting amendments and subsequent review of construction submittals after award.

All of these activities are outlined and deemed necessary for the completion of the project and preparation for bidding. It should be noted that the amendment does not include bidding or construction phase services. The project is planned to go to bid in 2026 and construction in 2027.

Document No. 10096 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 Hagan moved to approve the ordinance. Council Member Phillips seconded the motion.

Vote: Motion passed 8-0-0
Yes: Council Members Phillips, Ponder, Pozel, Travis, Graham, Watt, Gentrup and Hagan
No: None
Abstain: None
Approved by the Chair and inscribed in Ordinance No. 12260.

H. Ordinance approving a guaranteed pricing agreement with Stratus Building Solutions for FY2026 third-shift contractual custodial services at the Liberty Community Center for an amount not to exceed $54,180.00

In March 2013, the Liberty Community Center began utilizing third shift contractual custodial services for a deeper cleaning of the locker rooms and fitness center Monday through Friday. In addition to a deeper clean, third shift custodial also prevents interruption of service for Liberty Community Center guests. In March 2015, third shift contractual custodial was expanded to seven days per week in the high-profile and high-traffic areas of the facility to further enhance the guest experience. Stratus Building Solutions has provided third shift contractual custodial assistance for the Liberty Community Center since March 2022. The original three-year agreement was for $44,184.00 annually. Stratus Building Solutions requested increases for years 2 and 3 of the original contract, citing increasing costs for supplies, labor and equipment. The original three-year contract expired in February 2025 with a final year pricing agreement of $52,488.00.

In October 2024, a legal ad was placed and bids were solicited from sixteen area cleaning companies. Four companies toured the facility (Hi Gene's, City-Wide Maintenance, Stratus Building Solutions, Jani-King) and proposals were received from five vendors.

Vendor	Submittal
Stratus Building Solutions	**$54,180.00**
MC Janitorial LLC	$54,600.00
City-Wide Maintenance Company	$61,360.00
Hi-Gene's Janitorial	$74,265.00
Jani-King	$81,152.00

In addition to labor, the contract also includes cleaning supplies, cleaning equipment, quarterly carpet cleanings and annual strip & wax of vinyl floors. The selected vendor, when needed by the Liberty Community Center, will also provide additional day porter service and/or overnight theater cleaning at $25.00/hour.

Stratus Building Solutions provided satisfactory results and has not requested an increase in the pricing agreement for year two of the contract.

Document No. 10097 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 Phillips moved to approve the ordinance. Council Member Hagan seconded the motion.

Vote: Motion passed 8-0-0
Yes: Council Members Phillips, Ponder, Pozel, Travis, Graham, Watt, Gentrup and Hagan
No: None
Abstain: None
Approved by the Chair and inscribed in Ordinance No. 12261.

I. Ordinance approving a contract with Kitch's Lawncare for FY2026 mowing services at Fairview, New Hope and Mount Memorial Cemeteries for a minimum of 22 mows in an amount not to exceed $65,000.00

The City of Liberty annually enters into an agreement with a lawn care company for professional mowing services for Fairview, New Hope and Mount Memorial Cemeteries. The services provided include mowing and trimming. The FY2026 cemetery budget includes $65,000 in funding for these services.

In December 2024, staff developed a bid document using previous mowing history to find a vendor for the mowing and maintenance of the cemeteries. Staff publicly advertised for lawn care services and one proposal from Kitch's Lawncare was received. City Council approved entering into a contract with Kitch's Lawncare on February 24, 2025. That contract was for a one-year period with an option to renew again for two additional one-year terms if both parties agreed to the terms outlined in the proposal.

Kitch's Lawncare's has been the professional service provider at the cemeteries for several years and is in good standing with the City of Liberty. Staff recommends entering into a one-year contract with Kitch's Lawncare for 2026.

Given the weather-related variability of service needs year-to-year, the contract guarantees a minimum of 22 mows and all other services will be requested by staff as the budget allows in an amount not to exceed $65,000.

Document No. 10098 was read.

Action: Council Member Phillips 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 Ponder seconded the motion.

Vote: Motion passed 8-0-0
Yes: Council Members Phillips, Ponder, Pozel, Travis, Graham, Watt, Gentrup and Hagan
No: None
Abstain: None
Approved by the Chair and inscribed in Ordinance No. 12262.

J. Ordinance accepting permanent public easements from Withers Road Development, LLC for the pedestrian trail improvements along Homestead Trail connecting to Canterbury Park

In 2017, Vireo designed a preliminary route connecting Canterbury Park to the Homestead Trail. Since then, City staff have finalized the location and secured the necessary permits for construction.

To begin brush removal on City property, staff secured permission from the Phase 1 Homestead developer to cross vacant lots. During these discussions, the developer agreed to donate a permanent pedestrian access easement between two existing lots to improve neighborhood connectivity.

The City will acquire this easement for one dollar, plus standard recording fees with Clay County. Parks staff recommends formal acceptance and recording of the easement.

Document No. 10099 was read.

Action: Council Member Graham 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 8-0-0
Yes: Council Members Phillips, Ponder, Pozel, Travis, Graham, Watt, Gentrup and Hagan
No: None
Abstain: None
Approved by the Chair and inscribed in Ordinance No. 12263.

K. Ordinance approving a five-year contract with Roadway Management Technologies for City Project (26-001) pavement condition and management services in an amount not to exceed $36,200.00

Consistent and accurate pavement condition data is a critical tool for City Staff to properly assess, plan and budget maintenance of City-owned street assets. In 2019, the City of Liberty entered into a contract with TransMap Corporation (TransMap) to "conduct a pavement condition survey/assessment" at set intervals. The contract with TransMap has, as of 2025, expired. To ensure that there was not a significant gap in pavement condition data acquisition, City Staff prepared a request for qualifications and proposals for Pavement Condition & Management System Services in November 2025 with submittals being received on December 5, 2025.

Proposals were received from the following firms:

- Applied Research Associates, Inc. (ARA)
- Citylogix
- Infrastructure Management Services (IMS)
- Quality Engineering Solutions, Inc. (QES)
- Roadway Management Technologies, LLC (RMT)
- Stantec Consulting Services Inc.(Stantec)
- Tiger Eye Engineering (Tiger Eye)
- TransMap Corporation (TransMap)
- Vialytics

A team of five City Staff members reviewed the submittals and shortlisted the following three for interviews, with RMT being selected as the selected firm.

- IMS
- RMT
- Tiger Eye

The contract with RMT will result in the installation of proprietary data acquisition equipment onto City fleet vehicles which will provide continuous data collection during usage which in turn will be used to develop pavement condition indexing and pavement management plans for an annual cost of $36,200.00 (with no annual escalation) with the contract being valid for a total of five years (resulting in a total cost of $181,000.00 over five years) with funding being obligated on an annual basis as available.

Document No. 10100 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 Hagan moved to approve the ordinance. Council Member Phillips seconded the motion.

Vote: Motion passed 8-0-0
Yes: Council Members Phillips, Ponder, Pozel, Travis, Graham, Watt, Gentrup and Hagan
No: None
Abstain: None
Approved by the Chair and inscribed in Ordinance No. 12264.

X. OTHER BUSINESS

XI. CITIZENS' PARTICIPATION - none

XII. MISCELLANEOUS MATTERS FROM CITY ADMINISTRATOR

XIII. MISCELLANEOUS MATTERS FROM MAYOR AND CITY COUNCIL

XIV. ADJOURNMENT

The meeting adjourned at 8:03 p.m.

_____
Greg Canuteson, Mayor

Attest:

_____
Deputy City Clerk

The City of Liberty missouri

CITY COUNCIL ACTION REPORT

Meeting Date: March 23, 2026

A/R No.: 2026-116

Department: Administration

Submitted By: Brandon Smith, Economic & Business Development Manager

Subject: Ordinance approving a plan for an Industrial Development Project authorizing the City of Liberty, Missouri to issue taxable industrial development revenue bonds in a principal amount not to exceed $1,401,000,000 in connection with the Metrobloks Project and authorizing certain documents and actions in connection therewith

Summary:

The Project consists of acquiring approximately 28 acres of land (the Project Site) and constructing, improving, equipping and installing a state-of-the-art data center campus on the Project Site designed with sustainability, reliability, and community benefits in mind, to deliver secure, AI ready infrastructure while minimizing environmental impact through energy-efficient, low-water-consumption designs. The real property improvements will consist of approximately 568,800 square feet of building space, anticipated to be spread over three buildings, with steel structures and precast concrete exterior walls, as well as related infrastructure. The personal property to be installed as part of the Project includes electrical and mechanical systems that support uninterrupted 24/7 operations.

The total cost of the Project is estimated to be $1,401,000,000, consisting of approximately $543,000,000 in real property improvements and $858,000,000 in personal property.

The incentive request consists of a real and personal property tax abatement that will also include a sales/use tax exemption.

- Real Property - 75% for years 1–25
- Personal property — 100% for years 1–5; 90% for years 6–25.
    - The tax impact at full build out:
    - Tax revenue over the life of the abatement without the project totals $33,728.
    - Revenue generated from the PILOTS from this project over the life of the abatement totals $48,982,136.
    - The value of the abatement to the applicant totals $202,749,920.

Background:

Metrobloks develops and operates energy- and water-efficient data centers that provide secure, high-availability space and power for cloud, AI, and enterprise customers. At the Project Site, Metrobloks will design, construct, and manage a multi-tenant digital infrastructure campus supporting regional technology growth.

During the December City Council meeting, it was established that Metrobloks would

be responsible for constructing its own substation to support the second and third phases of the project. Furthermore, data centers requiring 75MW or more of electricity will pay a premium rate, which serves to maintain lower utility costs for all other customers.

Regarding environmental impact, the facility's water usage is significantly lower than typical hyperscale centers. By utilizing a closed-loop system, this project will consume 85% less water than a standard office building of a comparable size.

Previous Action (if applicable):
The final development plan for Metrobloks Phase 1, a 177,000-square-foot facility, was unanimously approved (8-0) during the public hearing held on December 15, 2025.

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:
1. Ordinance - Plan and Bonds v3 (1)
2. Plan v1 - Final - As Sent

Document No. _____

ORDINANCE NO. _____

ORDINANCE APPROVING A PLAN FOR AN INDUSTRIAL DEVELOPMENT PROJECT AUTHORIZING THE CITY OF LIBERTY, MISSOURI TO ISSUE TAXABLE INDUSTRIAL DEVELOPMENT REVENUE BONDS IN A PRINCIPAL AMOUNT NOT TO EXCEED $1,401,000,000 IN CONNECTION WITH THE METROBLOKS PROJECT AND AUTHORIZING CERTAIN DOCUMENTS AND ACTIONS IN CONNECTION THEREWITH

WHEREAS, the City of Liberty, Missouri (the "City") is a special charter city and municipal corporation of the State of Missouri, duly created, organized and existing under and by virtue of the Constitution and laws of the State of Missouri; and

WHEREAS, the City is authorized under the provisions of Article VI, Section 27 of the Missouri Constitution, as amended, and Sections 100.010 to 100.200, inclusive, of the Revised Statutes of Missouri, as amended (collectively, the "Act"), to purchase, construct, extend, improve and equip certain projects (as defined in the Act) for the purposes set forth in the Act and to issue industrial development revenue bonds for the purpose of providing funds to pay the costs of such projects and to lease or otherwise dispose of such projects to private persons or corporations for manufacturing, commercial, warehousing, distribution, office industry and industrial development purposes upon such terms and conditions as the City shall deem advisable; and

WHEREAS, the City, in accordance with Section 100.050 of the Act, has prepared a Plan for an Industrial Development Project for the Metrobloks Project (the "Plan") with respect to a project consisting of acquiring approximately 28 acres of land (the "Project Site") and constructing, improving, equipping and installing a state-of-the-art data center campus on the Project Site designed with sustainability, reliability, and community benefits in mind, to deliver secure, AI ready infrastructure while minimizing environmental impact through energy-efficient, low-water-consumption designs (the "Project," consisting of real and personal property investments, including up to 568,800 square feet of building space).

WHEREAS, notice of the Project, together with a copy of the Plan was provided to the taxing jurisdictions in accordance with Section 100.059.1 of the Act and the City now desires to approve the Plan; and

WHEREAS, the Plan provides for the issuance of not-to-exceed $1,401,000,000 of industrial development revenue bonds by the City;

WHEREAS, the City desires to finance the costs of the Project out of the proceeds of industrial development revenue bonds to be issued under the Act (the "Bonds"); and

WHEREAS, the City has and does hereby find and determine that it is desirable for the economic development of the City and within the public purposes of the Act that the City proceed with the approval of the Plan and the issuance of the Bonds for the purpose described above; and

WHEREAS, because the Bonds will be payable solely out of payments, revenues and receipts derived by the City from the lease of the Project and from no other source, the City has determined that it is appropriate that the Bonds be sold to Metrobloks, LLC, or its designee or assignee (the "Company"), pursuant to Section 108.170 of the Revised Statutes of Missouri, as amended, which provides that notwithstanding any other provisions of any law or any charter provision to the contrary, industrial development revenue bonds may be sold at private sale; and

WHEREAS, the City further finds and determines that it is necessary and desirable in connection with the approval of the Plan and approval of the issuance of the Bonds that the City enter into certain documents, and that the City take certain other actions and approve the execution of certain other documents as herein provided;

NOW, THEREFORE, BE IT ORDAINED BY THE CITY COUNCIL OF THE CITY OF LIBERTY, AS FOLLOWS:

SECTION I

Promotion of Economic Development; Approval of Plan. The Council hereby finds and determines that the Project will promote the economic welfare and the development of the City, and the issuance of the Bonds by the City to pay the costs of the Project will be in furtherance of the public purposes set forth in the Act. The Council hereby approves the Plan attached hereto as **Exhibit A** in accordance with Section 100.050 of the Act.

SECTION II

Authorization and Sale of the Bonds. The City is hereby authorized to issue and sell its Taxable Industrial Development Revenue Bonds (Metrobloks Project), in an aggregate principal amount not to exceed $1,401,000,000, for the purpose of providing funds to pay the costs of the Project. The Bonds shall be issued and secured pursuant to the herein authorized Trust Indenture and shall bear such date, shall mature at such time, shall be in such denominations, shall bear interest at such rate, shall be in such form, shall be subject to redemption, shall have such other terms and provisions, shall be issued, executed and delivered in such manner and shall be subject to such provisions, covenants and agreements as are specified in the Trust Indenture upon the execution thereof, and the signatures of the officers of the City executing the Trust Indenture shall constitute conclusive evidence of their approval and the City's approval thereof. The sale of the Bonds to the Company, or its assignee, at private sale pursuant to the provisions of Section 108.170 of Revised Statutes of Missouri, as amended, at the interest rate and upon the terms set forth in the Trust Indenture is hereby approved.

SECTION III

Limited Obligations. The Bonds and the interest thereon shall be limited obligations of the City payable solely out of certain payments, revenues and receipts derived by the City from the herein authorized Lease Agreement, and such payments, revenues and receipts shall be pledged and assigned to the Trustee as security for the payment of the Bonds as provided in the Trust Indenture. The Bonds and the interest thereon shall not be deemed to constitute a debt or liability of the City within the meaning of any constitutional provision, statutory limitation or City Charter provision and shall not constitute a pledge of the full faith and credit of the City. The issuance of the Bonds shall not, directly, indirectly or contingently, obligate the City to levy any form of taxation therefore or to make any appropriation for their payment.

SECTION IV

Approval and Authorization of Documents. The following documents (the "City Documents") are hereby approved in substantially the forms presented to the Council at this meeting (copies of which documents shall be filed in the records of the City), and the City is hereby authorized to execute and deliver the City Documents with such changes therein as shall be approved by the officials of the City executing such documents, such officials' signatures thereon being conclusive evidence of their approval thereof:

(a) Trust Indenture dated as of the date set forth therein (the "Trust Indenture"), between the City and the trustee designated therein (the "Trustee"), pursuant to which the Bonds shall be issued and the City shall pledge and assign the payments, revenues and receipts received pursuant to the Lease Agreement to the Trustee for the benefit and security of the owners of the Bonds upon the terms and conditions as set forth in the Trust Indenture;

(b) Lease Agreement dated as of the date set forth therein (the "Lease Agreement"), between the City and the Company, under which the City will provide funds for the Project and lease the Project to the Company pursuant to the terms and conditions in the Lease Agreement, in consideration of rental payments by the Company which will be sufficient to pay the principal of, premium, if any, and interest on the Bonds;

(c) Bond Purchase Agreement dated as of the date set forth therein, between the City and the Company, pursuant to which the Company agrees to purchase the Bonds; and

(d) PILOT Agreement dated as of the date set forth therein, between the City and the Company, pursuant to which the Company agrees to make certain payments in lieu of taxes relating to the Project.

SECTION V

Execution of Documents. The Mayor or City Administrator of the City is hereby authorized and directed to execute the Bonds and to deliver the Bonds to the Trustee for authentication for and on behalf of and as the act and deed of the City in the manner provided in the Indenture. The Mayor, City Administrator or Finance Director of the City is hereby authorized and directed to execute the City Documents and such other documents, certificates and instruments as may be necessary or desirable to carry out and comply with the intent of this Ordinance, for and on behalf of and as the act and deed of the City. The Deputy City Clerk of the City is hereby authorized and directed to attest to and affix the seal of the City to the Bonds and the City Documents and such other documents, certificates and instruments as may be necessary or desirable to carry out and comply with the intent of this Ordinance.

SECTION VI

Further Authority. The Mayor, City Administrator, Finance Director and other officials, agents and employees of the City as required are hereby authorized and directed to take such further action and execute such other documents, certificates and instruments as may be necessary or desirable to carry out and comply with the intent of this Ordinance (including documentation subordinating the City's interest in the Project and the land underlying the Project to a lender providing financing for the Project, providing for a mortgage of the fee interest in the Project and underling land and/or assigning any interests in the Project and underlying land to third parties, and specifically including any documents necessary to subdivide the Project and the applicability of the City Documents individually to each phase of the Project at the request of the Company) and to carry out, comply with and perform the duties of the City with respect to the Bonds and the City Documents.

SECTION VII

Effective Date. This Ordinance shall take effect and be in full force from and after its passage and adoption by the City Council and approval by the Mayor.

[remainder of page intentionally left blank]

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

_____
Greg Canuteson, Mayor

ATTEST:

_____
Deputy City Clerk

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

_____
Greg Canuteson, Mayor

EXHIBIT A TO ORDINANCE NO. _____

PLAN FOR AN INDUSTRIAL DEVELOPMENT PROJECT

NOTICE TO TAXING JURISDICTIONS ON ATTACHED LIST

Re: Notice of Public Hearing – Industrial Development Project

On behalf of the City of Liberty, Missouri (the "City"), please find enclosed a copy of a proposed plan for an industrial development project (the "Plan"), which also contains a cost benefit analysis on the affected taxing jurisdictions.

The City anticipates considering an ordinance to approve the Plan following a public hearing on the Plan at a meeting on March 23, 2026 at 7:00 P.M. at City Hall located at 101 East Kansas, Liberty, Missouri.

The City invites all affected taxing districts to attend the meeting and to make oral comments on the proposed Plan to the City or to provide written comments to the City on the Plan prior to the meeting. All comments of the taxing districts will be fairly and duly considered by the City.

A copy of the Plan and cost benefit analysis for the proposed project is enclosed and also will be on file in the office of the Deputy City Clerk and will be available for public inspection during normal business hours.

Any questions should be directed to Brandon Smith, Economic & Business Development Manager for the City at bsmith@libertymo.gov.

Dated: February 23, 2026

CITY OF LIBERTY, MISSOURI
101 E. Kansas
Liberty, Missouri 64068

MAILING LIST

Mayor City Hall 101 East Kansas Liberty MO 64068	Director Clay County Health Center 800 Haines Drive Liberty MO 64068
Deputy City Clerk City Hall 101 East Kansas Liberty, MO 64068	Superintendent Liberty Public Schools 8 Victory Lane Liberty MO 64068
Administrator New Liberty Hospital District 2525 Glen Hendren Liberty MO 64068	Director Mid-Continent Public Library 15616 East Highway 24 Independence MO 64050
Executive Director Clay County Senior Services Levy 4444 North Bellview - #108 Gladstone MO 64116	Chair Clay, Platte, Ray Mental Health Board of Trustees 3100 NE 83rd Street – Suite 2700 Kansas City, MO 64119
Presiding Commissioner 1 Courthouse Square Liberty MO 64068	Director Development Disabilities Resource Board 920 Kent Street, Suite B Liberty MO 64068
County Administrator 1 Courthouse Square Liberty MO 64068	County Collector Clay County Courthouse 1 Courthouse Square Liberty, MO 64068
Clay County Assessor Clay County Courthouse 1 Courthouse Square Liberty, MO 64068	Missouri Department of Revenue County Tax Section State Blind Pension Fund Harry S. Truman State Office Building 301 West High Street Jefferson City MO 65101
Missouri Department of Revenue Tax Administration Bureau Harry S Truman State Office Building 301 West High Street Jefferson City MO 65101	The Kansas City Zoological District Chair of the Board of Directors 6800 Zoo Drive Kansas City, MO 64132
Chancellor The Junior College District of Metropolitan Kansas City, Missouri 3200 Broadway Blvd. Kansas City, MO 64111	

BEFORE THE

CITY COUNCIL

OF

CITY OF LIBERTY, MISSOURI

PLAN FOR AN INDUSTRIAL DEVELOPMENT PROJECT

FOR

THE METROBLOKS PROJECT

Dated: February 23, 2026

PLAN FOR AN INDUSTRIAL DEVELOPMENT PROJECT FOR THE METROBLOKS PROJECT

TO: CITY COUNCIL OF THE CITY OF LIBERTY, MISSOURI

Metrobloks, LLC (the "Company" or "Metrobloks") has proposed this plan for an industrial development project as described herein to the City of Liberty, Missouri (the "City"), for approval, to be carried out pursuant to Article VI, Section 27(b) of the Missouri Constitution, as amended, Sections 100.010 to 100.200, inclusive, of the Missouri Revised Statutes, as amended, and in support of said application submits the following:

1. **Description of the Project**. The Project consists of acquiring approximately 28 acres of land (the "Project Site," as shown in the map below) and constructing, improving, equipping and installing a state-of-the-art data center campus on the Project Site designed with sustainability, reliability, and community benefits in mind, to deliver secure, AI-ready infrastructure while minimizing environmental impact through energy-efficient, low-water-consumption designs. The real property improvements will consist of approximately 568,800 square feet of building space, anticipated to be spread over three buildings, with steel structures and precast concrete exterior walls, as well as related infrastructure. The personal property to be installed as part of the Project includes electrical and mechanical systems that support uninterrupted 24/7 operations, including switchgear, UPS systems, PDUs, RPPs, standby diesel generators and fuel systems, mechanical cooling units (CRAH/CRAC, chillers, pumps, cooling loops), battery systems, fire suppression systems; network and structured cabling infrastructure, IT hardware (server racks, compute clusters, GPUs/CPUs, network switches, storage systems), and related equipment.

Map of Project Site

2. **Estimate of the Cost of the Project.** The total cost of the Project is estimated to be $1,401,000,000, consisting of approximately $543,000,000 in real property improvements and $858,000,000 in personal property.

3. **Source of Funds to be Expended for the Project.** The source of funds to be expended for the Project will be the proceeds of $1,401,000,000 estimated aggregate principal amount of taxable industrial revenue bonds (the "Bonds") to be issued by the City for the Project and to pay costs of issuance of the Bonds.

4. **Statement of the Terms Upon Which the Project is to be Leased and Otherwise Disposed of by the City.** The Project will be leased (with an option to purchase) to the Company or its designee(s), with the real property and personal property being potentially leased to different parties. The lease payments collectively will equal the principal and interest on the Bonds plus certain payments in lieu of taxes. The Bonds will be payable solely from the revenues derived by the City from the lease or other disposition of the Project and the Bonds will not be an indebtedness or general obligation, debt or liability of the City.

5. **General Information Concerning the Company.** Metrobloks develops and operates energy- and water-efficient data centers that provide secure, high-availability space and power for cloud, AI, and enterprise customers. At the Project Site, Metrobloks will design, construct, and manage a multi-tenant digital infrastructure campus supporting regional technology growth.

6. **Bond Purchase Arrangements.** It is expected that the Company or its designee will purchase the Bonds of the City in the estimated aggregate principal amount of $1,401,000,000. The Bonds may be issued in more than one series.

7. **Affected Taxing Jurisdictions.** The Liberty School District, the Junior College District of Metropolitan Kansas City, Missouri, the City and Clay County, Missouri will be affected by the Project. No ambulance district board operating under chapter 190 or fire protection district board operating under chapter 321 is affected by the Project. Other taxing jurisdictions affected by the Project are set out in the Cost Benefit Analysis attached hereto.

8. **Equalized Assessed Valuation.** The most recent equalized assessed valuation of the real property improvements to be included in the Project is $16,550 and the most recent equalized assessed valuation of the personal property to be included in the Project is $-0-. The estimated total equalized assessed valuation after construction and equipping of the Project for real property to be included in the Project is $86,717,696 and for personal property to be included in the Project is $114,999,024.

9. **Cost Benefit Analysis.** Attached hereto as **Exhibit A** is the Cost Benefit Analysis on each affected taxing jurisdiction, which assumes a maximum total period of 25 years of tax abatement. The Cost Benefit Analysis assumes the following abatement schedule:

Real Property:

Years 1-25 75% abatement

Personal Property:

Years 1-5 100% abatement
Years 6-25 90% abatement

The personal property portion of the Project is assumed to be depreciated as shown in the accompanying spreadsheets. The 2025 tax levy rates were utilized for all jurisdictions.

10. **Payments in Lieu of Taxes.** It is anticipated that the Company will make payments in lieu of tax in the amount of 25% of the taxes that would otherwise be due on the real property portion of the Project, provided that such amount shall never be less than the amount of tax paid prior to commencement of the Project. On the personal property portion of the Project, it is anticipated that the Company will make no payments in lieu of tax during the first five years, but will make payments in lieu of tax in the amount of 10% of the taxes that would otherwise be due during the subsequent 20 years.

11. **Sales and Use Tax Exemption on Construction Materials.** Qualified building materials purchased for the construction of the Project are expected to be exempt from sales and use tax pursuant to the provisions of Section 144.062 of the Revised Statutes of Missouri and the underlying Bond documents upon delivery of a project exemption certificate by the City to the Company. For purposes of determining the impact of the sales and use tax exemptions for the qualified building materials on the affected taxing jurisdictions, it is assumed that $268,647,166 in purchases will be subject to the exemption and that the taxes applied will be those of the local taxing jurisdictions. Please note that any variance in these assumptions will alter the fiscal impact of the sales and use tax exemptions on the affected taxing jurisdictions.

Based on the assumptions set forth above, the fiscal impact on the affected taxing jurisdictions of the sales and use tax exemptions for qualified building materials is as follows:

[remainder of page intentionally left blank]

	Tax Rate	Estimated Sales and/or Use Tax Revenues Subject to Exemption
State of Missouri	4.225%	$11,350,343
City of Liberty		
General revenue	1.000	2,686,472
Transportation	0.500	1,343,236
Capital Improvement	0.500	1,343,236
Parks	0.250	671,618
Fire protection	0.250	671,618
Economic development	0.375	1,007,427
General – Public Safety	1.000	2,686,472
Public safety	0.500	1,343,236
Clay County		
General revenue	0.750	2,014,854
Public Safety	0.125	335,809
Children's Service	0.250	671,618
Zoological District	0.125	335,809
Total	9.850%	$26,461,746

* * *

EXHIBIT A

COST BENEFIT ANALYSIS

City of Liberty, Missouri
(Metroblocks Project)

COST BENEFIT ANALYSIS
PLAN FOR INDUSTRIAL DEVELOPMENT PROJECT

Table of Contents

Project Assumptions	1
Summary of Tax Impact Analysis (Real and Personal Property)	2
Projected Tax Revenues Without Project	3
Projected Tax Revenues Without Abatement (Real Property Improvements)	4
Projected PILOT Amount (Real Property Improvements)	5
Projected Tax Abatement (Real Property Improvements)	6
Projected Tax Revenues Without Abatement (Personal Property)	7-8
Projected PILOT Amount (Personal Property)	9
Projected Tax Abatement (Personal Property)	10

This information is provided based on the factual information and assumptions provided to Gilmore & Bell, P.C. by a party to or a representative of a party to the proposed transaction. This information is intended to provide factual information only and is provided in conjunction with our legal representation. It is not intended as financial advice or a financial recommendation to any party. Gilmore & Bell, P.C. is not a financial advisor or a "municipal advisor" as defined in the Securities Exchange Act of 1934, as amended.

Project Assumptions

- Initial year taxes assessed: 2026
- Assessed value of land without project: $ 16,550
- Assessed value of land with project: $ 28,064
- Assessed value of project improvements

2027	$ 6,670,592
2028	$ 38,355,904
2029	$ 63,370,624
2030	$ 75,044,160
2031	$ 86,717,696

- Assessed value as a percentage of appraised value (real): 32.0%
- Biennial growth rate of appraised value of real property: 2.0%
- Assessed value as a percentage of appraised value (personal): 33.33%
- Appraised value of project equipment

	3 Year	5 Year	7 Year	10 Year
2026	5,226,367	20,905,466	27,873,955	15,679,100
2027	17,728,168	70,912,673	94,550,251	53,184,485
2028	13,077,176	52,308,703	69,744,938	39,231,527
2029	6,102,682	24,410,728	32,547,638	18,308,046
2030	6,102,682	24,410,728	32,547,638	18,308,046

- Terms of abatement:

Real Property Improvements	
Year 2026	0%
Years 2027 - 2050	75%
Project Equipment	
Years 2027-2031	100%
Years 2032-2050	90%

- The project equipment is depreciated using the following 3, 5, 7 and 10 year recovery period schedule:

Year	Recovery Period in Years					
	3	5	7	10	15	20
0	100.00%	100.00%	100.00%	100.00%	100.00%	100.00%
1	75.00%	85.00%	89.29%	92.50%	95.00%	96.25%
2	37.50%	59.50%	70.16%	78.62%	85.50%	89.03%
3	12.50%	41.65%	55.13%	66.83%	76.95%	82.35%
4	5.00%	24.99%	42.88%	56.81%	69.25%	76.18%
5	5.00%	10.00%	30.63%	48.07%	62.32%	70.46%
6	5.00%	10.00%	18.38%	39.33%	56.09%	65.18%
7	5.00%	10.00%	10.00%	30.59%	50.19%	60.29%
8	5.00%	10.00%	10.00%	21.85%	44.29%	55.77%
9	5.00%	10.00%	10.00%	15.00%	38.38%	51.31%
10	5.00%	10.00%	10.00%	15.00%	32.48%	46.85%
11	5.00%	10.00%	10.00%	15.00%	26.57%	42.38%
12	5.00%	10.00%	10.00%	15.00%	20.67%	37.92%
13	5.00%	10.00%	10.00%	15.00%	15.00%	33.46%
14	5.00%	10.00%	10.00%	15.00%	15.00%	29.00%
15	5.00%	10.00%	10.00%	15.00%	15.00%	24.54%
16	5.00%	10.00%	10.00%	15.00%	15.00%	20.08%
17	5.00%	10.00%	10.00%	15.00%	15.00%	20.00%

Summary of Tax Impact Analysis
(Real and Personal Property)

Taxing Jurisdiction	Tax Rate	Tax Revenues Without Project	Tax Revenue for Real and Personal Property Without Abatement	Revenue Generated from PILOT Payments	Value of Abatement
Clay County	0.0179	$ 84	$ 552,362	$ 103,339	$ 449,023
Clay County Road and Bridge	0.0617	290	1,903,951	356,202	1,547,749
Clay County Senior Services	0.0378	177	1,166,440	218,224	948,216
Clay County Health Center	0.0758	356	2,339,051	437,603	1,901,448
Liberty Hospital District	0.0000	-	-	-	-
Liberty School District	5.5375	25,991	170,877,257	31,968,680	138,908,578
Mid Continent Public Library	0.3119	1,464	9,624,671	1,800,638	7,824,033
Tri-County Mental Health	0.0758	356	2,339,051	437,603	1,901,448
City of Liberty, Missouri	0.7699	3,614	23,757,725	4,444,729	19,312,996
Developmental Disability Board	0.0909	427	2,805,010	524,777	2,280,233
Metropolitan Community College	0.1767	829	5,452,643	1,020,111	4,432,532
State of Missouri	0.0300	141	925,746	173,194	752,552
Surtax	1.4400	-	29,988,150	7,497,038	22,491,113
	8.6259	$ 33,728	$ 251,732,057	$ 48,982,136	$ 202,749,920

Projected Tax Revenues Without Project

Estimated Assessed Value of Land		$ 16,550	$ 16,881	$ 16,881	$ 17,219	$ 17,219	$ 17,563	$ 17,563	$ 17,914	$ 17,914	$ 18,273	$ 18,273	$ 18,638	$ 18,638						
Taxing Jurisdiction	Tax Rate per $100	2026	2027	2028	2029	2030	2031	2032	2033	2034	2035	2036	2037	2038						
Clay County	0.0179	$ 3	$ 3	$ 3	$ 3	$ 3	$ 3	$ 3	$ 3	$ 3	$ 3	$ 3	$ 3	$ 3						
Clay County Road and Bridge	0.0617	10	10	10	11	11	11	11	11	11	11	11	12	12						
Clay County Senior Services	0.0378	6	6	6	7	7	7	7	7	7	7	7	7	7						
Clay County Health Center	0.0758	13	13	13	13	13	13	13	14	14	14	14	14	14						
Liberty Hospital District	-	-	-	-	-	-	-	-	-	-	-	-	-	-						
Liberty School District	5.5375	916	935	935	953	953	973	973	992	992	1,012	1,012	1,032	1,032						
Mid Continent Public Library	0.3119	52	53	53	54	54	55	55	56	56	57	57	58	58						
Tri-County Mental Health	0.0758	13	13	13	13	13	13	13	14	14	14	14	14	14						
City of Liberty, Missouri	0.7699	127	130	130	133	133	135	135	138	138	141	141	143	143						
Developmental Disability Board	0.0909	15	15	15	16	16	16	16	16	16	17	17	17	17						
Metropolitan Community College	0.1767	29	30	30	30	30	31	31	32	32	32	32	33	33						
State of Missouri	0.0300	5	5	5	5	5	5	5	5	5	5	5	6	6						
	7.1859	$ 1,189	$ 1,213	$ 1,213	$ 1,237	$ 1,237	$ 1,262	$ 1,262	$ 1,287	$ 1,287	$ 1,313	$ 1,313	$ 1,339	$ 1,339						
Estimated Assessed Value of Land		$ 19,011	$ 19,011	$ 19,391	$ 19,391	$ 19,779	$ 19,779	$ 20,174	$ 20,174	$ 20,578	$ 20,578	$ 20,989	$ 20,989							
Taxing Jurisdiction	Tax Rate per $100	2039	2040	2041	2042	2043	2044	2045	2046	2047	2048	2049	2050	Total						
Clay County	0.0179	$ 3	$ 3	$ 3	$ 3	$ 4	$ 4	$ 4	$ 4	$ 4	$ 4	$ 4	$ 4	$ 84						
Clay County Road and Bridge	0.0617	12	12	12	12	12	12	12	12	13	13	13	13	290						
Clay County Senior Services	0.0378	7	7	7	7	7	7	8	8	8	8	8	8	177						
Clay County Health Center	0.0758	14	14	15	15	15	15	15	15	16	16	16	16	356						
Liberty Hospital District	-	-	-	-	-	-	-	-	-	-	-	-	-	-						
Liberty School District	5.5375	1,053	1,053	1,074	1,074	1,095	1,095	1,117	1,117	1,140	1,140	1,162	1,162	25,991						
Mid Continent Public Library	0.3119	59	59	60	60	62	62	63	63	64	64	65	65	1,464						
Tri-County Mental Health	0.0758	14	14	15	15	15	15	15	15	16	16	16	16	356						
City of Liberty, Missouri	0.7699	146	146	149	149	152	152	155	155	158	158	162	162	3,614						
Developmental Disability Board	0.0909	17	17	18	18	18	18	18	18	19	19	19	19	427						
Metropolitan Community College	0.1767	34	34	34	34	35	35	36	36	36	36	37	37	829						
State of Missouri	0.0300	6	6	6	6	6	6	6	6	6	6	6	6	141						
	7.1859	$ 1,366	$ 1,366	$ 1,393	$ 1,393	$ 1,421	$ 1,421	$ 1,450	$ 1,450	$ 1,479	$ 1,479	$ 1,508	$ 1,508	$ 33,728						

Projected Tax Revenues Without Abatement
(Real Property Improvements)

Estimated Assessed Value of Land		$ 28,064	$ 28,625	$ 28,625	$ 29,198	$ 29,198	$ 29,782	$ 29,782	$ 30,377	$ 30,377	$ 30,985	$ 30,985	$ 31,605	$ 31,605
Estimated Assessed Value of Real Property Improvements		$ -	$ 6,670,592	$38,355,904	$63,370,624	$75,044,160	$86,717,696	$86,717,696	$88,452,050	$ 88,452,050	$ 90,221,091	$ 90,221,091	$ 92,025,512	$ 92,025,512
Taxing Jurisdiction	Tax Rate per $100	2026	2027	2028	2029	2030	2031	2032	2033	2034	2035	2036	2037	2038
Clay County	0.0179	$ 5	$ 1,199	$ 6,871	$ 11,349	$ 13,438	$ 15,528	$ 15,528	$ 15,838	$ 15,838	$ 16,155	$ 16,155	$ 16,478	$ 16,478
Clay County Road and Bridge	0.0617	17	4,133	23,683	39,118	46,320	53,523	53,523	54,594	54,594	55,686	55,686	56,799	56,799
Clay County Senior Services	0.0378	11	2,532	14,509	23,965	28,378	32,791	32,791	33,446	33,446	34,115	34,115	34,798	34,798
Clay County Health Center	0.0758	21	5,078	29,095	48,057	56,906	65,755	65,755	67,070	67,070	68,411	68,411	69,779	69,779
Liberty Hospital District	-	-	-	-	-	-	-	-	-	-	-	-	-	-
Liberty School District	5.5375	1,554	370,969	2,125,543	3,510,765	4,157,187	4,803,642	4,803,642	4,899,714	4,899,714	4,997,709	4,997,709	5,097,663	5,097,663
Mid Continent Public Library	0.3119	88	20,895	119,721	197,744	234,154	270,565	270,565	275,977	275,977	281,496	281,496	287,126	287,126
Tri-County Mental Health	0.0758	21	5,078	29,095	48,057	56,906	65,755	65,755	67,070	67,070	68,411	68,411	69,779	69,779
City of Liberty, Missouri	0.7699	216	51,577	295,522	488,115	577,990	667,869	667,869	681,226	681,226	694,851	694,851	708,748	708,748
Developmental Disability Board	0.0909	26	6,090	34,892	57,630	68,242	78,853	78,853	80,431	80,431	82,039	82,039	83,680	83,680
Metropolitan Community College	0.1767	50	11,838	67,825	112,027	132,655	153,283	153,283	156,348	156,348	159,475	159,475	162,665	162,665
State of Missouri	0.0300	8	2,010	11,515	19,020	22,522	26,024	26,024	26,545	26,545	27,076	27,076	27,617	27,617
Surtax	1.4400	-	96,057	552,325	912,537	1,080,636	1,248,735	1,248,735	1,273,710	1,273,710	1,299,184	1,299,184	1,325,167	1,325,167
	8.6259	$ 2,017	$ 577,456	$ 3,310,599	$ 5,468,385	$ 6,475,332	$ 7,482,322	$ 7,482,322	$ 7,631,968	$ 7,631,968	$ 7,784,608	$ 7,784,608	$ 7,940,300	$ 7,940,300

Estimated Assessed Value of Land		$ 32,237	$ 32,237	$ 32,881	$ 32,881	$ 33,539	$ 33,539	$ 34,210	$ 34,210	$ 34,894	$ 34,894	$ 35,592	$ 35,592	
Estimated Assessed Value of Real Property Improvements		$93,866,023	$93,866,023	$95,743,343	$95,743,343	$97,658,210	$97,658,210	$99,611,374	$99,611,374	$101,603,602	$101,603,602	$103,635,674	$103,635,674	
Taxing Jurisdiction	Tax Rate per $100	2039	2040	2041	2042	2043	2044	2045	2046	2047	2048	2049	2050	Total
Clay County	0.0179	$ 16,808	$ 16,808	$ 17,144	$ 17,144	$ 17,487	$ 17,487	$ 17,837	$ 17,837	$ 18,193	$ 18,193	$ 18,557	$ 18,557	$ 372,912
Clay County Road and Bridge	0.0617	57,935	57,935	59,094	59,094	60,276	60,276	61,481	61,481	62,711	62,711	63,965	63,965	1,285,400
Clay County Senior Services	0.0378	35,494	35,494	36,203	36,203	36,927	36,927	37,666	37,666	38,419	38,419	39,188	39,188	787,490
Clay County Health Center	0.0758	71,175	71,175	72,598	72,598	74,050	74,050	75,531	75,531	77,042	77,042	78,583	78,583	1,579,146
Liberty Hospital District	-	-	-	-	-	-	-	-	-	-	-	-	-	-
Liberty School District	5.5375	5,199,616	5,199,616	5,303,608	5,303,608	5,409,681	5,409,681	5,517,874	5,517,874	5,628,232	5,628,232	5,740,796	5,740,796	115,363,089
Mid Continent Public Library	0.3119	292,869	292,869	298,726	298,726	304,701	304,701	310,795	310,795	317,010	317,010	323,351	323,351	6,497,832
Tri-County Mental Health	0.0758	71,175	71,175	72,598	72,598	74,050	74,050	75,531	75,531	77,042	77,042	78,583	78,583	1,579,146
City of Liberty, Missouri	0.7699	722,923	722,923	737,381	737,381	752,129	752,129	767,171	767,171	782,515	782,515	798,165	798,165	16,039,376
Developmental Disability Board	0.0909	85,354	85,354	87,061	87,061	88,802	88,802	90,578	90,578	92,389	92,389	94,237	94,237	1,893,726
Metropolitan Community College	0.1767	165,918	165,918	169,237	169,237	172,621	172,621	176,074	176,074	179,595	179,595	183,187	183,187	3,681,202
State of Missouri	0.0300	28,169	28,169	28,733	28,733	29,308	29,308	29,894	29,894	30,492	30,492	31,101	31,101	624,992
Surtax	1.4400	1,351,671	1,351,671	1,378,704	1,378,704	1,406,278	1,406,278	1,434,404	1,434,404	1,463,092	1,463,092	1,492,354	1,492,354	29,988,150
	8.6259	$ 8,099,106	$ 8,099,106	$ 8,261,088	$ 8,261,088	$ 8,426,310	$ 8,426,310	$ 8,594,836	$ 8,594,836	$ 8,766,733	$ 8,766,733	$ 8,942,067	$ 8,942,067	$179,692,461

Projected PILOT Amount
(Real Property Improvements)

Estimated Assessed Value of Land		$ 28,064	$ 28,625	$ 28,625	$ 29,198	$ 29,198	$ 29,782	$ 29,782	$ 30,377	$ 30,377	$ 30,985	$ 30,985	$ 31,605	$ 31,605				
Estimated Assessed Value of Real Property Improvements		$ -	$ 6,670,592	$ 38,355,904	$ 63,370,624	$ 75,044,160	$ 86,717,696	$ 86,717,696	$ 88,452,050	$ 88,452,050	$ 90,221,091	$ 90,221,091	$ 92,025,512	$ 92,025,512				
PILOT Payment		100%	25%	25%	25%	25%	25%	25%	25%	25%	25%	25%	25%	25%				
Taxing Jurisdiction	Tax Rate per $100	2026	2027	2028	2029	2030	2031	2032	2033	2034	2035	2036	2037	2038				
Clay County	0.0179	$ 5	$ 300	$ 1,718	$ 2,837	$ 3,360	$ 3,882	$ 3,882	$ 3,960	$ 3,960	$ 4,039	$ 4,039	$ 4,120	$ 4,120				
Clay County Road and Bridge	0.0617	17	1,033	5,921	9,779	11,580	13,381	13,381	13,648	13,648	13,921	13,921	14,200	14,200				
Clay County Senior Services	0.0378	11	633	3,627	5,991	7,094	8,198	8,198	8,362	8,362	8,529	8,529	8,699	8,699				
Clay County Health Center	0.0758	21	1,270	7,274	12,014	14,226	16,439	16,439	16,767	16,767	17,103	17,103	17,445	17,445				
Liberty Hospital District	-	-	-	-	-	-	-	-	-	-	-	-	-	-				
Liberty School District	5.5375	1,554	92,742	531,386	877,691	1,039,297	1,200,910	1,200,910	1,224,929	1,224,929	1,249,427	1,249,427	1,274,416	1,274,416				
Mid Continent Public Library	0.3119	88	5,224	29,930	49,436	58,538	67,641	67,641	68,994	68,994	70,374	70,374	71,782	71,782				
Tri-County Mental Health	0.0758	21	1,270	7,274	12,014	14,226	16,439	16,439	16,767	16,767	17,103	17,103	17,445	17,445				
City of Liberty, Missouri	0.7699	216	12,894	73,881	122,029	144,497	166,967	166,967	170,307	170,307	173,713	173,713	177,187	177,187				
Developmental Disability Board	0.0909	26	1,522	8,723	14,408	17,060	19,713	19,713	20,108	20,108	20,510	20,510	20,920	20,920				
Metropolitan Community College	0.1767	50	2,959	16,956	28,007	33,164	38,321	38,321	39,087	39,087	39,869	39,869	40,666	40,666				
State of Missouri	0.0300	8	502	2,879	4,755	5,631	6,506	6,506	6,636	6,636	6,769	6,769	6,904	6,904				
Surtax	1.4400	-	24,014	138,081	228,134	270,159	312,184	312,184	318,427	318,427	324,796	324,796	331,292	331,292				
	8.6259	$ 2,017	$ 144,364	$ 827,650	$ 1,367,096	$ 1,618,833	$ 1,870,580	$ 1,870,580	$ 1,907,992	$ 1,907,992	$ 1,946,152	$ 1,946,152	$ 1,985,075	$ 1,985,075				

Estimated Assessed Value of Land		$ 32,237	$ 32,237	$ 32,881	$ 32,881	$ 33,539	$ 33,539	$ 34,210	$ 34,210	$ 34,894	$ 34,894	$ 35,592	$ 35,592					
Estimated Assessed Value of Real Property Improvements		$ 93,866,023	$ 93,866,023	$ 95,743,343	$ 95,743,343	$ 97,658,210	$ 97,658,210	$ 99,611,374	$ 99,611,374	$ 101,603,602	$ 101,603,602	$ 103,635,674	$ 103,635,674					
PILOT Payment		25%	25%	25%	25%	25%	25%	25%	25%	25%	25%	25%	25%					
Taxing Jurisdiction	Tax Rate per $100	2039	2040	2041	2042	2043	2044	2045	2046	2047	2048	2049	2050	Total				
Clay County	0.0179	$ 4,202	$ 4,202	$ 4,286	$ 4,286	$ 4,372	$ 4,372	$ 4,459	$ 4,459	$ 4,548	$ 4,548	$ 4,639	$ 4,639	$ 93,232				
Clay County Road and Bridge	0.0617	14,484	14,484	14,773	14,773	15,069	15,069	15,370	15,370	15,678	15,678	15,991	15,991	321,363				
Clay County Senior Services	0.0378	8,873	8,873	9,051	9,051	9,232	9,232	9,417	9,417	9,605	9,605	9,797	9,797	196,880				
Clay County Health Center	0.0758	17,794	17,794	18,150	18,150	18,513	18,513	18,883	18,883	19,260	19,260	19,646	19,646	394,803				
Liberty Hospital District	-	-	-	-	-	-	-	-	-	-	-	-	-	-				
Liberty School District	5.5375	1,299,904	1,299,904	1,325,902	1,325,902	1,352,420	1,352,420	1,379,469	1,379,469	1,407,058	1,407,058	1,435,199	1,435,199	28,841,938				
Mid Continent Public Library	0.3119	73,217	73,217	74,682	74,682	76,175	76,175	77,699	77,699	79,253	79,253	80,838	80,838	1,624,524				
Tri-County Mental Health	0.0758	17,794	17,794	18,150	18,150	18,513	18,513	18,883	18,883	19,260	19,260	19,646	19,646	394,803				
City of Liberty, Missouri	0.7699	180,731	180,731	184,345	184,345	188,032	188,032	191,793	191,793	195,629	195,629	199,541	199,541	4,010,006				
Developmental Disability Board	0.0909	21,338	21,338	21,765	21,765	22,200	22,200	22,644	22,644	23,097	23,097	23,559	23,559	473,451				
Metropolitan Community College	0.1767	41,480	41,480	42,309	42,309	43,155	43,155	44,018	44,018	44,899	44,899	45,797	45,797	920,338				
State of Missouri	0.0300	7,042	7,042	7,183	7,183	7,327	7,327	7,473	7,473	7,623	7,623	7,775	7,775	156,254				
Surtax	1.4400	337,918	337,918	344,676	344,676	351,570	351,570	358,601	358,601	365,773	365,773	373,088	373,088	7,497,038				
	8.6259	$ 2,024,776	$ 2,024,776	$ 2,065,272	$ 2,065,272	$ 2,106,577	$ 2,106,577	$ 2,148,709	$ 2,148,709	$ 2,191,683	$ 2,191,683	$ 2,235,517	$ 2,235,517	$ 44,924,628				

Projected Tax Abatement
(Real Property Improvements)

Estimated Assessed Value of Land	$ 28,064	$ 28,625	$ 28,625	$ 29,198	$ 29,198	$ 29,782	$ 29,782	$ 30,377	$ 30,377	$ 30,985	$ 30,985	$ 31,605	$ 31,605	
Estimated Assessed Value of Real Property Improvements	$ -	$ 6,670,592	$ 38,355,904	$ 63,370,624	$ 75,044,160	$ 86,717,696	$ 86,717,696	$ 88,452,050	$ 88,452,050	$ 90,221,091	$ 90,221,091	$ 92,025,512	$ 92,025,512	
Abatement Percentage	0%	75%	75%	75%	75%	75%	75%	75%	75%	75%	75%	75%	75%	
Taxing Jurisdiction	Tax Rate per $100	2026	2027	2028	2029	2030	2031	2032	2033	2034	2035	2036	2037	2038
Clay County	0.0179	$ -	$ 899	$ 5,153	$ 8,511	$ 10,079	$ 11,646	$ 11,646	$ 11,879	$ 11,879	$ 12,116	$ 12,116	$ 12,359	$ 12,359
Clay County Road and Bridge	0.0617	-	3,100	17,762	29,338	34,740	40,142	40,142	40,945	40,945	41,764	41,764	42,599	42,599
Clay County Senior Services	0.0378	-	1,899	10,882	17,974	21,283	24,593	24,593	25,085	25,085	25,586	25,586	26,098	26,098
Clay County Health Center	0.0758	-	3,809	21,822	36,043	42,679	49,316	49,316	50,302	50,302	51,308	51,308	52,334	52,334
Liberty Hospital District	-	-	-	-	-	-	-	-	-	-	-	-	-	-
Liberty School District	5.5375	-	278,227	1,594,157	2,633,074	3,117,890	3,602,731	3,602,731	3,674,786	3,674,786	3,748,282	3,748,282	3,823,247	3,823,247
Mid Continent Public Library	0.3119	-	15,671	89,791	148,308	175,615	202,924	202,924	206,983	206,983	211,122	211,122	215,345	215,345
Tri-County Mental Health	0.0758	-	3,809	21,822	36,043	42,679	49,316	49,316	50,302	50,302	51,308	51,308	52,334	52,334
City of Liberty, Missouri	0.7699	-	38,683	221,642	366,086	433,492	500,902	500,902	510,920	510,920	521,138	521,138	531,561	531,561
Developmental Disability Board	0.0909	-	4,567	26,169	43,223	51,181	59,140	59,140	60,323	60,323	61,529	61,529	62,760	62,760
Metropolitan Community College	0.1767	-	8,878	50,869	84,021	99,491	114,962	114,962	117,261	117,261	119,607	119,607	121,999	121,999
State of Missouri	0.0300	-	1,507	8,637	14,265	16,892	19,518	19,518	19,909	19,909	20,307	20,307	20,713	20,713
Surtax	1.4400	-	72,042	414,244	684,403	810,477	936,551	936,551	955,282	955,282	974,388	974,388	993,876	993,876
	8.6259	$ -	$ 433,092	$ 2,482,949	$ 4,101,289	$ 4,856,499	$ 5,611,741	$ 5,611,741	$ 5,723,976	$ 5,723,976	$ 5,838,456	$ 5,838,456	$ 5,955,225	$ 5,955,225

Estimated Assessed Value of Land	$ 32,237	$ 32,237	$ 32,881	$ 32,881	$ 33,539	$ 33,539	$ 34,210	$ 34,210	$ 34,894	$ 34,894	$ 35,592	$ 35,592		
Estimated Assessed Value of Real Property Improvements	$ 93,866,023	$ 93,866,023	$ 95,743,343	$ 95,743,343	$ 97,658,210	$ 97,658,210	$ 99,611,374	$ 99,611,374	$ 101,603,602	$ 101,603,602	$ 103,635,674	$ 103,635,674		
Abatement Percentage	75%	75%	75%	75%	75%	75%	75%	75%	75%	75%	75%	75%		
Taxing Jurisdiction	Tax Rate per $100	2039	2040	2041	2042	2043	2044	2045	2046	2047	2048	2049	2050	Total
Clay County	0.0179	$ 12,606	$ 12,606	$ 12,858	$ 12,858	$ 13,115	$ 13,115	$ 13,377	$ 13,377	$ 13,645	$ 13,645	$ 13,918	$ 13,918	$ 279,680
Clay County Road and Bridge	0.0617	43,451	43,451	44,320	44,320	45,207	45,207	46,111	46,111	47,033	47,033	47,974	47,974	964,037
Clay County Senior Services	0.0378	26,620	26,620	27,153	27,153	27,696	27,696	28,250	28,250	28,815	28,815	29,391	29,391	590,609
Clay County Health Center	0.0758	53,381	53,381	54,449	54,449	55,538	55,538	56,649	56,649	57,781	57,781	58,937	58,937	1,184,344
Liberty Hospital District	-	-	-	-	-	-	-	-	-	-	-	-	-	-
Liberty School District	5.5375	3,899,712	3,899,712	3,977,706	3,977,706	4,057,260	4,057,260	4,138,406	4,138,406	4,221,174	4,221,174	4,305,597	4,305,597	86,521,151
Mid Continent Public Library	0.3119	219,652	219,652	224,045	224,045	228,525	228,525	233,096	233,096	237,758	237,758	242,513	242,513	4,873,309
Tri-County Mental Health	0.0758	53,381	53,381	54,449	54,449	55,538	55,538	56,649	56,649	57,781	57,781	58,937	58,937	1,184,344
City of Liberty, Missouri	0.7699	542,192	542,192	553,036	553,036	564,097	564,097	575,379	575,379	586,886	586,886	598,624	598,624	12,029,370
Developmental Disability Board	0.0909	64,015	64,015	65,295	65,295	66,601	66,601	67,933	67,933	69,292	69,292	70,678	70,678	1,420,275
Metropolitan Community College	0.1767	124,439	124,439	126,927	126,927	129,466	129,466	132,055	132,055	134,696	134,696	137,390	137,390	2,760,865
State of Missouri	0.0300	21,127	21,127	21,550	21,550	21,981	21,981	22,420	22,420	22,869	22,869	23,326	23,326	468,738
Surtax	1.4400	1,013,753	1,013,753	1,034,028	1,034,028	1,054,709	1,054,709	1,075,803	1,075,803	1,097,319	1,097,319	1,119,265	1,119,265	22,491,113
	8.6259	$ 6,074,329	$ 6,074,329	$ 6,195,816	$ 6,195,816	$ 6,319,732	$ 6,319,732	$ 6,446,127	$ 6,446,127	$ 6,575,049	$ 6,575,049	$ 6,706,550	$ 6,706,550	$ 134,767,833

Projected Tax Revenues Without Abatement
(Personal Property)

Estimated Assessed Value of Personal Property		$20,358,378	$84,482,678	$114,999,024	$110,953,067	$107,071,402	$79,064,270	$58,056,344	$42,888,849	$32,946,714	$27,285,014	$24,413,602	$ 23,462,289	$23,044,297
Taxing Jurisdiction	Tax Rate per $100	2027	2028	2029	2030	2031	2032	2033	2034	2035	2036	2037	2038	2039
Clay County	0.0179	$ 3,644	$ 15,122	$ 20,585	$ 19,861	$ 19,166	$ 14,153	$ 10,392	$ 7,677	$ 5,897	$ 4,884	$ 4,370	$ 4,200	$ 4,125
Clay County Road and Bridge	0.0617	12,561	52,126	70,954	68,458	66,063	48,783	35,821	26,462	20,328	16,835	15,063	14,476	14,218
Clay County Senior Services	0.0378	7,695	31,934	43,470	41,940	40,473	29,886	21,945	16,212	12,454	10,314	9,228	8,869	8,711
Clay County Health Center	0.0758	15,432	64,038	87,169	84,102	81,160	59,931	44,007	32,510	24,974	20,682	18,506	17,784	17,468
Liberty Hospital District	-	-	-	-	-	-	-	-	-	-	-	-	-	-
Liberty School District	5.5375	1,127,345	4,678,228	6,368,071	6,144,026	5,929,079	4,378,184	3,214,870	2,374,970	1,824,424	1,510,908	1,351,903	1,299,224	1,276,078
Mid Continent Public Library	0.3119	63,498	263,501	358,682	346,063	333,956	246,601	181,078	133,770	102,761	85,102	76,146	73,179	71,875
Tri-County Mental Health	0.0758	15,432	64,038	87,169	84,102	81,160	59,931	44,007	32,510	24,974	20,682	18,506	17,784	17,468
City of Liberty, Missouri	0.7699	156,739	650,432	885,377	854,228	824,343	608,716	446,976	330,201	253,657	210,067	187,960	180,636	177,418
Developmental Disability Board	0.0909	18,506	76,795	104,534	100,856	97,328	71,869	52,773	38,986	29,949	24,802	22,192	21,327	20,947
Metropolitan Community College	0.1767	35,973	149,281	203,203	196,054	189,195	139,707	102,586	75,785	58,217	48,213	43,139	41,458	40,719
State of Missouri	0.0300	6,108	25,345	34,500	33,286	32,121	23,719	17,417	12,867	9,884	8,186	7,324	7,039	6,913
	7.1859	$ 1,462,933	$ 6,070,841	$ 8,263,715	$ 7,972,976	$ 7,694,044	$ 5,681,479	$ 4,171,871	$ 3,081,950	$ 2,367,518	$ 1,960,674	$ 1,754,337	$ 1,685,977	$ 1,655,940

Estimated Assessed Value of Personal Property		$23,044,297	$23,044,297	$ 23,044,297	$ 23,044,297	$ 23,044,297	$23,044,297	$23,044,297	$23,044,297	$23,044,297	$23,044,297	$23,044,297	
Taxing Jurisdiction	Tax Rate per $100	2040	2041	2042	2043	2044	2045	2046	2047	2048	2049	2050	Total
Clay County	0.0179	$ 4,125	$ 4,125	$ 4,125	$ 4,125	$ 4,125	$ 4,125	$ 4,125	$ 4,125	$ 4,125	$ 4,125	$ 4,125	$ 179,450
Clay County Road and Bridge	0.0617	14,218	14,218	14,218	14,218	14,218	14,218	14,218	14,218	14,218	14,218	14,218	618,551
Clay County Senior Services	0.0378	8,711	8,711	8,711	8,711	8,711	8,711	8,711	8,711	8,711	8,711	8,711	378,950
Clay County Health Center	0.0758	17,468	17,468	17,468	17,468	17,468	17,468	17,468	17,468	17,468	17,468	17,468	759,905
Liberty Hospital District	-	-	-	-	-	-	-	-	-	-	-	-	-
Liberty School District	5.5375	1,276,078	1,276,078	1,276,078	1,276,078	1,276,078	1,276,078	1,276,078	1,276,078	1,276,078	1,276,078	1,276,078	55,514,169
Mid Continent Public Library	0.3119	71,875	71,875	71,875	71,875	71,875	71,875	71,875	71,875	71,875	71,875	71,875	3,126,839
Tri-County Mental Health	0.0758	17,468	17,468	17,468	17,468	17,468	17,468	17,468	17,468	17,468	17,468	17,468	759,905
City of Liberty, Missouri	0.7699	177,418	177,418	177,418	177,418	177,418	177,418	177,418	177,418	177,418	177,418	177,418	7,718,349
Developmental Disability Board	0.0909	20,947	20,947	20,947	20,947	20,947	20,947	20,947	20,947	20,947	20,947	20,947	911,285
Metropolitan Community College	0.1767	40,719	40,719	40,719	40,719	40,719	40,719	40,719	40,719	40,719	40,719	40,719	1,771,441
State of Missouri	0.0300	6,913	6,913	6,913	6,913	6,913	6,913	6,913	6,913	6,913	6,913	6,913	300,754
	7.1859	$ 1,655,940	$ 1,655,940	$ 1,655,940	$ 1,655,940	$ 1,655,940	$ 1,655,940	$ 1,655,940	$ 1,655,940	$ 1,655,940	$ 1,655,940	$ 1,655,940	$ 72,039,596

Projected Tax Revenues Without Abatement
(Personal Property)

Personal Property Assessed Value (3-Year Depreciation)														
		2027	**2028**	**2029**	**2030**	**2031**	**2032**	**2033**	**2034**	**2035**	**2036**	**2037**	**2038**	**2039**
2026	5,226,367	1,306,461	653,231	217,744	87,097	87,097	87,097	87,097	87,097	87,097	87,097	87,097	87,097	87,097
2027	17,728,168		4,431,599	2,215,799	738,600	295,440	295,440	295,440	295,440	295,440	295,440	295,440	295,440	295,440
2028	13,077,176			3,268,967	1,634,484	544,828	217,931	217,931	217,931	217,931	217,931	217,931	217,931	217,931
2029	6,102,682				1,525,518	762,759	254,253	101,701	101,701	101,701	101,701	101,701	101,701	101,701
2030	6,102,682					1,525,518	762,759	254,253	101,701	101,701	101,701	101,701	101,701	101,701

		2040	**2041**	**2042**	**2043**	**2044**	**2045**	**2046**	**2047**	**2048**	**2049**	**2050**
2026	5,226,367	87,097	87,097	87,097	87,097	87,097	87,097	87,097	87,097	87,097	87,097	87,097
2027	17,728,168	295,440	295,440	295,440	295,440	295,440	295,440	295,440	295,440	295,440	295,440	295,440
2028	13,077,176	217,931	217,931	217,931	217,931	217,931	217,931	217,931	217,931	217,931	217,931	217,931
2029	6,102,682	101,701	101,701	101,701	101,701	101,701	101,701	101,701	101,701	101,701	101,701	101,701
2030	6,102,682	101,701	101,701	101,701	101,701	101,701	101,701	101,701	101,701	101,701	101,701	101,701

Personal Property Assessed Value (5-Year Depreciation)														
		2027	**2028**	**2029**	**2030**	**2031**	**2032**	**2033**	**2034**	**2035**	**2036**	**2037**	**2038**	**2039**
2026	20,905,466	5,922,623	4,145,836	2,902,085	1,741,251	696,779	696,779	696,779	696,779	696,779	696,779	696,779	696,779	696,779
2027	70,912,673		20,089,915	14,062,940	9,844,058	5,906,435	2,363,519	2,363,519	2,363,519	2,363,519	2,363,519	2,363,519	2,363,519	2,363,519
2028	52,308,703			14,819,317	10,373,522	7,261,465	4,356,879	1,743,449	1,743,449	1,743,449	1,743,449	1,743,449	1,743,449	1,743,449
2029	24,410,728				6,915,681	4,840,977	3,388,684	2,033,210	813,610	813,610	813,610	813,610	813,610	813,610
2030	24,410,728					6,915,681	4,840,977	3,388,684	2,033,210	813,610	813,610	813,610	813,610	813,610

		2040	**2041**	**2042**	**2043**	**2044**	**2045**	**2046**	**2047**	**2048**	**2049**	**2050**
2026	20,905,466	696,779	696,779	696,779	696,779	696,779	696,779	696,779	696,779	696,779	696,779	696,779
2027	70,912,673	2,363,519	2,363,519	2,363,519	2,363,519	2,363,519	2,363,519	2,363,519	2,363,519	2,363,519	2,363,519	2,363,519
2028	52,308,703	1,743,449	1,743,449	1,743,449	1,743,449	1,743,449	1,743,449	1,743,449	1,743,449	1,743,449	1,743,449	1,743,449
2029	24,410,728	813,610	813,610	813,610	813,610	813,610	813,610	813,610	813,610	813,610	813,610	813,610
2030	24,410,728	813,610	813,610	813,610	813,610	813,610	813,610	813,610	813,610	813,610	813,610	813,610

Personal Property Assessed Value (7-Year Depreciation)														
		2027	**2028**	**2029**	**2030**	**2031**	**2032**	**2033**	**2034**	**2035**	**2036**	**2037**	**2038**	**2039**
2026	27,873,955	8,295,389	6,518,137	5,121,792	3,983,719	2,845,646	1,707,574	929,039	929,039	929,039	929,039	929,039	929,039	929,039
2027	94,550,251		28,138,492	22,109,941	17,373,447	13,513,031	9,652,615	5,792,199	3,151,360	3,151,360	3,151,360	3,151,360	3,151,360	3,151,360
2028	69,744,938			20,756,343	16,309,385	12,815,513	9,967,880	7,120,246	4,272,613	2,324,599	2,324,599	2,324,599	2,324,599	2,324,599
2029	32,547,638				9,686,293	7,611,046	5,980,573	4,651,677	3,322,782	1,993,886	1,084,813	1,084,813	1,084,813	1,084,813
2030	32,547,638					9,686,293	7,611,046	5,980,573	4,651,677	3,322,782	1,993,886	1,084,813	1,084,813	1,084,813

		2040	**2041**	**2042**	**2043**	**2044**	**2045**	**2046**	**2047**	**2048**	**2049**	**2050**
2026	27,873,955	929,039	929,039	929,039	929,039	929,039	929,039	929,039	929,039	929,039	929,039	929,039
2027	94,550,251	3,151,360	3,151,360	3,151,360	3,151,360	3,151,360	3,151,360	3,151,360	3,151,360	3,151,360	3,151,360	3,151,360
2028	69,744,938	2,324,599	2,324,599	2,324,599	2,324,599	2,324,599	2,324,599	2,324,599	2,324,599	2,324,599	2,324,599	2,324,599
2029	32,547,638	1,084,813	1,084,813	1,084,813	1,084,813	1,084,813	1,084,813	1,084,813	1,084,813	1,084,813	1,084,813	1,084,813
2030	32,547,638	1,084,813	1,084,813	1,084,813	1,084,813	1,084,813	1,084,813	1,084,813	1,084,813	1,084,813	1,084,813	1,084,813

Personal Property Assessed Value (10-Year Depreciation)														
		2027	**2028**	**2029**	**2030**	**2031**	**2032**	**2033**	**2034**	**2035**	**2036**	**2037**	**2038**	**2039**
2026	15,679,100	4,833,906	4,108,559	3,492,432	2,968,802	2,512,063	2,055,324	1,598,586	1,141,847	783,877	783,877	783,877	783,877	783,877
2027	53,184,485		16,396,910	13,936,487	11,846,546	10,070,362	8,521,075	6,971,789	5,422,502	3,873,216	2,658,958	2,658,958	2,658,958	2,658,958
2028	39,231,527			12,095,178	10,280,247	8,738,603	7,428,401	6,285,570	5,142,739	3,999,908	2,857,077	1,961,380	1,961,380	1,961,380
2029	18,308,046				5,644,416	4,797,449	4,078,015	3,466,587	2,933,266	2,399,945	1,866,624	1,333,303	915,311	915,311
2030	18,308,046					5,644,416	4,797,449	4,078,015	3,466,587	2,933,266	2,399,945	1,866,624	1,333,303	915,311

		2040	**2041**	**2042**	**2043**	**2044**	**2045**	**2046**	**2047**	**2048**	**2049**	**2050**
2026	15,679,100	783,877	783,877	783,877	783,877	783,877	783,877	783,877	783,877	783,877	783,877	783,877
2027	53,184,485	2,658,958	2,658,958	2,658,958	2,658,958	2,658,958	2,658,958	2,658,958	2,658,958	2,658,958	2,658,958	2,658,958
2028	39,231,527	1,961,380	1,961,380	1,961,380	1,961,380	1,961,380	1,961,380	1,961,380	1,961,380	1,961,380	1,961,380	1,961,380
2029	18,308,046	915,311	915,311	915,311	915,311	915,311	915,311	915,311	915,311	915,311	915,311	915,311
2030	18,308,046	915,311	915,311	915,311	915,311	915,311	915,311	915,311	915,311	915,311	915,311	915,311

Projected PILOT Amount
(Personal Property)

Estimated Assessed Value of Personal Property		$ 20,358,378	$84,482,678	$ 114,999,024	$ 110,953,067	$ 107,071,402	$79,064,270	$58,056,344	$42,888,849	$32,946,714	$27,285,014	$24,413,602	$23,462,289	$23,044,297
PILOT Payment		0.00%	0.00%	0.00%	0.00%	0.00%	10.00%	10.00%	10.00%	10.00%	10.00%	10.00%	10.00%	10.00%
Taxing Jurisdiction	Tax Rate per $100	2027	2028	2029	2030	2031	2032	2033	2034	2035	2036	2037	2038	2039
Clay County	0.0179	$ -	$ -	$ -	$ -	$ -	$ 1,415	$ 1,039	$ 768	$ 590	$ 488	$ 437	$ 420	$ 412
Clay County Road and Bridge	0.0617	-	-	-	-	-	4,878	3,582	2,646	2,033	1,683	1,506	1,448	1,422
Clay County Senior Services	0.0378	-	-	-	-	-	2,989	2,195	1,621	1,245	1,031	923	887	871
Clay County Health Center	0.0758	-	-	-	-	-	5,993	4,401	3,251	2,497	2,068	1,851	1,778	1,747
Liberty Hospital District	-	-	-	-	-	-	-	-	-	-	-	-	-	-
Liberty School District	5.5375	-	-	-	-	-	437,818	321,487	237,497	182,442	151,091	135,190	129,922	127,608
Mid Continent Public Library	0.3119	-	-	-	-	-	24,660	18,108	13,377	10,276	8,510	7,615	7,318	7,188
Tri-County Mental Health	0.0758	-	-	-	-	-	5,993	4,401	3,251	2,497	2,068	1,851	1,778	1,747
City of Liberty, Missouri	0.7699	-	-	-	-	-	60,872	44,698	33,020	25,366	21,007	18,796	18,064	17,742
Developmental Disability Board	0.0909	-	-	-	-	-	7,187	5,277	3,899	2,995	2,480	2,219	2,133	2,095
Metropolitan Community College	0.1767	-	-	-	-	-	13,971	10,259	7,578	5,822	4,821	4,314	4,146	4,072
State of Missouri	0.0300	-	-	-	-	-	2,372	1,742	1,287	988	819	732	704	691
	7.1859	$ -	$ -	$ -	$ -	$ -	$ 568,148	$ 417,187	$ 308,195	$ 236,752	$ 196,067	$ 175,434	$ 168,598	$ 165,594

Estimated Assessed Value of Personal Property		$ 23,044,297	$23,044,297	$ 23,044,297	$ 23,044,297	$ 23,044,297	$23,044,297	$23,044,297	$23,044,297	$23,044,297	$23,044,297	$23,044,297	
PILOT Payment		10.00%	10.00%	10.00%	10.00%	10.00%	10.00%	10.00%	10.00%	10.00%	10.00%	10.00%	
Taxing Jurisdiction	Tax Rate per $100	2040	2041	2042	2043	2044	2045	2046	2047	2048	2049	2050	Total
Clay County	0.0179	$ 412	$ 412	$ 412	$ 412	$ 412	$ 412	$ 412	$ 412	$ 412	$ 412	$ 412	$ 10,107
Clay County Road and Bridge	0.0617	1,422	1,422	1,422	1,422	1,422	1,422	1,422	1,422	1,422	1,422	1,422	34,839
Clay County Senior Services	0.0378	871	871	871	871	871	871	871	871	871	871	871	21,344
Clay County Health Center	0.0758	1,747	1,747	1,747	1,747	1,747	1,747	1,747	1,747	1,747	1,747	1,747	42,800
Liberty Hospital District	-	-	-	-	-	-	-	-	-	-	-	-	-
Liberty School District	5.5375	127,608	127,608	127,608	127,608	127,608	127,608	127,608	127,608	127,608	127,608	127,608	3,126,742
Mid Continent Public Library	0.3119	7,188	7,188	7,188	7,188	7,188	7,188	7,188	7,188	7,188	7,188	7,188	176,114
Tri-County Mental Health	0.0758	1,747	1,747	1,747	1,747	1,747	1,747	1,747	1,747	1,747	1,747	1,747	42,800
City of Liberty, Missouri	0.7699	17,742	17,742	17,742	17,742	17,742	17,742	17,742	17,742	17,742	17,742	17,742	434,723
Developmental Disability Board	0.0909	2,095	2,095	2,095	2,095	2,095	2,095	2,095	2,095	2,095	2,095	2,095	51,327
Metropolitan Community College	0.1767	4,072	4,072	4,072	4,072	4,072	4,072	4,072	4,072	4,072	4,072	4,072	99,773
State of Missouri	0.0300	691	691	691	691	691	691	691	691	691	691	691	16,939
	7.1859	$ 165,594	$ 165,594	$ 165,594	$ 165,594	$ 165,594	$ 165,594	$ 165,594	$ 165,594	$ 165,594	$ 165,594	$ 165,594	$ 4,057,509

Projected Tax Abatement
(Personal Property)

Estimated Assessed Value of Personal Property		$ 20,358,378	$84,482,678	$ 114,999,024	$ 110,953,067	$ 107,071,402	$79,064,270	$58,056,344	$42,888,849	$32,946,714	$27,285,014	$24,413,602	$23,462,289	$23,044,297
Abatement Percentage		100.00%	100.00%	100.00%	100.00%	100.00%	90.00%	90.00%	90.00%	90.00%	90.00%	90.00%	90.00%	90.00%
Taxing Jurisdiction	Tax Rate per $100	2027	2028	2029	2030	2031	2032	2033	2034	2035	2036	2037	2038	2039
Clay County	0.0179	$ 3,644	$ 15,122	$ 20,585	$ 19,861	$ 19,166	$ 12,737	$ 9,353	$ 6,909	$ 5,308	$ 4,396	$ 3,933	$ 3,780	$ 3,712
Clay County Road and Bridge	0.0617	12,561	52,126	70,954	68,458	66,063	43,904	32,239	23,816	18,295	15,151	13,557	13,029	12,796
Clay County Senior Services	0.0378	7,695	31,934	43,470	41,940	40,473	26,898	19,751	14,591	11,208	9,282	8,306	7,982	7,840
Clay County Health Center	0.0758	15,432	64,038	87,169	84,102	81,160	53,938	39,606	29,259	22,476	18,614	16,655	16,006	15,721
Liberty Hospital District	-	-	-	-	-	-	-	-	-	-	-	-	-	-
Liberty School District	5.5375	1,127,345	4,678,228	6,368,071	6,144,026	5,929,079	3,940,366	2,893,383	2,137,473	1,641,982	1,359,817	1,216,713	1,169,302	1,148,470
Mid Continent Public Library	0.3119	63,498	263,501	358,682	346,063	333,956	221,941	162,970	120,393	92,485	76,592	68,531	65,861	64,688
Tri-County Mental Health	0.0758	15,432	64,038	87,169	84,102	81,160	53,938	39,606	29,259	22,476	18,614	16,655	16,006	15,721
City of Liberty, Missouri	0.7699	156,739	650,432	885,377	854,228	824,343	547,844	402,278	297,181	228,291	189,061	169,164	162,573	159,676
Developmental Disability Board	0.0909	18,506	76,795	104,534	100,856	97,328	64,682	47,496	35,087	26,954	22,322	19,973	19,194	18,853
Metropolitan Community College	0.1767	35,973	149,281	203,203	196,054	189,195	125,736	92,327	68,206	52,395	43,391	38,825	37,312	36,647
State of Missouri	0.0300	6,108	25,345	34,500	33,286	32,121	21,347	15,675	11,580	8,896	7,367	6,592	6,335	6,222
	7.1859	$ 1,462,933	$ 6,070,841	$ 8,263,715	$ 7,972,976	$ 7,694,044	$ 5,113,331	$ 3,754,684	$ 2,773,755	$ 2,130,766	$ 1,764,606	$ 1,578,903	$ 1,517,379	$ 1,490,346

Estimated Assessed Value of Personal Property		$ 23,044,297	$23,044,297	$ 23,044,297	$ 23,044,297	$ 23,044,297	$23,044,297	$23,044,297	$23,044,297	$23,044,297	$23,044,297	$23,044,297	
Abatement Percentage		90.00%	90.00%	90.00%	90.00%	90.00%	90.00%	90.00%	90.00%	90.00%	90.00%	90.00%	
Taxing Jurisdiction	Tax Rate per $100	2040	2041	2042	2043	2044	2045	2046	2047	2048	2049	2050	Total
Clay County	0.0179	$ 3,712	$ 3,712	$ 3,712	$ 3,712	$ 3,712	$ 3,712	$ 3,712	$ 3,712	$ 3,712	$ 3,712	$ 3,712	$ 169,343
Clay County Road and Bridge	0.0617	12,796	12,796	12,796	12,796	12,796	12,796	12,796	12,796	12,796	12,796	12,796	583,712
Clay County Senior Services	0.0378	7,840	7,840	7,840	7,840	7,840	7,840	7,840	7,840	7,840	7,840	7,840	357,606
Clay County Health Center	0.0758	15,721	15,721	15,721	15,721	15,721	15,721	15,721	15,721	15,721	15,721	15,721	717,105
Liberty Hospital District	-	-	-	-	-	-	-	-	-	-	-	-	-
Liberty School District	5.5375	1,148,470	1,148,470	1,148,470	1,148,470	1,148,470	1,148,470	1,148,470	1,148,470	1,148,470	1,148,470	1,148,470	52,387,427
Mid Continent Public Library	0.3119	64,688	64,688	64,688	64,688	64,688	64,688	64,688	64,688	64,688	64,688	64,688	2,950,725
Tri-County Mental Health	0.0758	15,721	15,721	15,721	15,721	15,721	15,721	15,721	15,721	15,721	15,721	15,721	717,105
City of Liberty, Missouri	0.7699	159,676	159,676	159,676	159,676	159,676	159,676	159,676	159,676	159,676	159,676	159,676	7,283,626
Developmental Disability Board	0.0909	18,853	18,853	18,853	18,853	18,853	18,853	18,853	18,853	18,853	18,853	18,853	859,958
Metropolitan Community College	0.1767	36,647	36,647	36,647	36,647	36,647	36,647	36,647	36,647	36,647	36,647	36,647	1,671,667
State of Missouri	0.0300	6,222	6,222	6,222	6,222	6,222	6,222	6,222	6,222	6,222	6,222	6,222	283,814
	7.1859	$ 1,490,346	$ 1,490,346	$ 1,490,346	$ 1,490,346	$ 1,490,346	$ 1,490,346	$ 1,490,346	$ 1,490,346	$ 1,490,346	$ 1,490,346	$ 1,490,346	$67,982,087

The City of Liberty missouri

CITY COUNCIL ACTION REPORT

Meeting Date: March 23, 2026

A/R No.: 2026-117

Department: Administration

Submitted By: Brandon Smith, Economic & Business Development Manager

Subject: Ordinance approving a Community Benefits Agreement

Summary:

The developer understands that a project of this nature imposes certain carrying costs on the community in which it is located and is committed to supporting the social, educational, and economic health of the City through established community involvement and dedication of substantial resources.

The Parties wish to provide for certain community benefits in connection with the construction, operation, and maintenance of the Project, including, without limitation, furthering education and research initiatives related to artificial intelligence and other emerging technologies.

In furtherance of the goals of this Agreement, the Developer (and/or its Affiliates) shall, and shall cause each Tenant to, make an annual payment to the Institute in immediately available funds pursuant to the schedule set forth below (the "**Annual Community Investment(s)**"), except as otherwise provided herein. The developer (or Affiliate) shall make the first Annual Community Investment on or before the date on which the City issues a building permit to commence construction of any portion or phase of the Project. For each year of the Term thereafter, the Annual Community Investment(s) shall be due on or before July 1. Each tenant shall participate based on the same schedule, beginning with the year in which the tenant takes possession of or otherwise has the right to access space within the Project.

The total community benefit provided by the developer over a 25-year period will total $9.25M.
The total community benefit provided by the tenants over a 25-year period will total $18.5M.
The total community benefit provided by the developer and the tenants over the 25-year period will total $27.75M.

Background:

This Agreement has been developed to ensure participation by the local community in the economic opportunities available in connection with the development of the Project. This agreement will provide for support of the Liberty Institute for Science and Ethics and further the developer's commitment to support education and research initiatives related to artificial intelligence and other emerging technologies.

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:

1. Ordinance - CBA v2
2. Community Benefits Agreement

Document No. _____

ORDINANCE NO. _____

AN ORDINANCE APPROVING A COMMUNITY BENEFITS AGREEMENT

WHEREAS, the City of Liberty, Missouri (the "City") is a special charter city and municipal corporation of the State of Missouri, duly created, organized and existing under and by virtue of the Constitution and laws of the State of Missouri; and

WHEREAS, METROBLOKS, LLC, a Delaware limited liability company, or its designee (the "Developer") wishes to design, develop and construct an approximately 568,800 square-foot data center campus, anticipated to consist of three buildings, with steel structures and precast concrete exterior walls, as well as related infrastructure and equipment (collectively, the "Project"), on approximately 28 acres of real property generally located at 2515 Old Hughes Road in Liberty, Clay County, Missouri; and

WHEREAS, a project of this nature imposes certain carrying costs on the community in which it is located and the Developer is committed to supporting the social, educational, and economic health of the City through established community involvement and dedication of substantial resources; and

WHEREAS, the City and the Developer wish to provide for certain community benefits in connection with the construction, operation, and maintenance of the Project, including, without limitation, furthering education and research initiatives related to artificial intelligence and other emerging technologies; and

WHEREAS, the City finds and determines that it is necessary and desirable in connection with the Project that the City enter into an agreement with the Developer relating to community benefits;

NOW, THEREFORE, BE IT ORDAINED BY THE CITY COUNCIL OF THE CITY OF LIBERTY, AS FOLLOWS:

SECTION I

Approval and Authorization of Community Benefits Agreement. The Community Benefits Agreement attached hereto as Exhibit A (the "Community Benefits Agreement") is hereby approved in substantially the form attached hereto, and the City is hereby authorized to execute and deliver the Community Benefits Agreement with such changes therein as shall be approved by the officials of the City executing such document, such officials' signatures thereon being conclusive evidence of their approval thereof.

SECTION II

Execution of Documents. The Mayor or City Administrator of the City is hereby authorized and directed to execute the Community Benefits Agreement and such other documents, certificates and instruments as may be necessary or desirable to carry out and comply with the intent of this Ordinance, for and on behalf of and as the act and deed of the City. The Deputy City Clerk of the City is hereby authorized and directed to attest to and affix the seal of the City to such documents, certificates and instruments as may be necessary or desirable to carry out and comply with the intent of this Ordinance.

SECTION III

Further Authority. The Mayor, City Administrator and other officials, agents and employees of the City as required are hereby authorized and directed to take such further action and execute such other documents, certificates and instruments as may be necessary or desirable to carry out and comply with the intent of this Ordinance, including but not limited to any documents necessary to subdivide the payment obligations imposed by the Community Benefits Agreement on the Project individually with respect to each phase of the Project at the request of the Developer and any documents necessary to memorialize and enforce the obligations of any tenant described under the Community Benefits Agreement.

SECTION IV

Effective Date. This Ordinance shall take effect and be in full force from and after its passage and adoption by the City Council and approval by the Mayor.

[remainder of page intentionally left blank]

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

_____
Greg Canuteson, Mayor

ATTEST:

_____
Deputy City Clerk

APPROVED by the Mayor of said City this ___ day of _____, 2026.

_____
Greg Canuteson, Mayor

EXHIBIT A TO ORDINANCE NO. _____

COMMUNITY BENEFITS AGREEMENT

COMMUNITY BENEFITS AGREEMENT

THIS COMMUNITY BENEFITS AGREEMENT (this "**Agreement**") is entered into as of _____, 2026 (the "**Effective Date**"), by and among **METROBLOKS, LLC**, a Delaware limited liability company ("**Metrobloks**"); **LPC-MB KC LANDCO PROPCO LLC**, a Delaware limited liability company ("**Owner**", and collectively with Metrobloks, the "**Developer**"); **LIBERTY INSTITUTE FOR SCIENCE AND ETHICS**, a Missouri nonprofit corporation (the "**Institute**"); and the **CITY OF LIBERTY, MISSOURI**, a Missouri municipal corporation (the "**City**", and collectively with the Developer and the Institute, the "**Parties**").

RECITALS

A. Owner, an Affiliate (as defined in Section 1 below) of Metrobloks, owns approximately 28 acres of real property generally located at 2515 Old Hughes Road in Liberty, Clay County, Missouri, as legally described on **Exhibit A** attached hereto (the "**Site**"). For purposes of this Agreement, Owner and Metrobloks are referred to collectively herein as "Developer".

B. Developer wishes to design, develop and construct an approximately 568,800 square-foot data center campus, anticipated to consist of three buildings, with steel structures and precast concrete exterior walls, as well as related infrastructure and equipment (collectively, the "**Project**"), on the Site.

C. Developer understands that a project of this nature imposes certain carrying costs on the community in which it is located and is committed to supporting the social, educational, and economic health of the City through established community involvement and dedication of substantial resources.

D. The Parties wish to provide for certain community benefits in connection with the construction, operation, and maintenance of the Project, including, without limitation, furthering education and research initiatives related to artificial intelligence and other emerging technologies.

AGREEMENT

NOW, THEREFORE, in consideration of the foregoing recitals and the mutual covenants set forth below and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the Parties agree as follows:

1. **Recitals and Definitions**. The recitals set forth above are true and correct in all respects and are incorporated herein by reference. All capitalized terms used but not otherwise defined herein shall have the meanings set forth below:

(a) **Affiliate**: (i) As to any Person (as defined below) other than a Governmental Authority (as defined below), any other Person which directly or indirectly controls, or is under common control with, or is controlled by, such Person, and (ii) as to any Governmental Authority, any subsidiary, parent, agency, department, board or authority thereof. As used in this definition, "**control**" (including, with its correlative meanings, "**controlled by**" and "**under common control with**") shall mean possession, directly or indirectly, of power to direct or cause the direction of management or policies (whether through ownership of securities or partnership or other ownership interests, by contract or otherwise).

(b) **Applicable Law**: Any applicable constitutional provision, treaty, statute, rule, regulation, ordinance, order, directive, code, interpretation, judgment, decree, injunction, writ,

determination, award, permit, license, authorization, directive, requirement or decision of or agreement with or by a Governmental Authority now or hereafter in effect.

(c) **Governmental Authority**: Any federal, state or local government, or any political subdivision of any of the foregoing, or any court, agency or other entity, body, organization or group, exercising any executive, legislative, judicial, quasi-judicial, regulatory or administrative function of government, whether now or hereafter in existence.

(d) **Party**: Any one of Metrobloks, Owner, Developer, the Institute, or the City.

(e) **Person**: Any Governmental Authority, individual, association, joint venture, partnership, corporation, limited liability company, trust or other entity.

(f) **Tenant**: Any Person that leases or licenses space within the Project.

(g) **Term**: The term of this Agreement, which shall begin on the Effective Date and conclude on December 31, 2050.

2. **Background and Purpose**. This Agreement has been developed to ensure participation by the local community in the economic opportunities available in connection with the development of the Project. This Agreement will provide for support of the Institute and further the Developer's commitment to support education and research initiatives related to artificial intelligence and other emerging technologies.

3. **Annual Community Investments**. In furtherance of the goals of this Agreement, the Developer (and/or its Affiliates) shall, and shall cause each Tenant to, make an annual payment to the Institute in immediately available funds pursuant to the schedule set forth below (the "**Annual Community Investment(s)**"), except as otherwise provided herein. Developer (or Affiliate) shall make the first Annual Community Investment on or before the date on which the City issues a building permit to commence construction of any portion or phase of the Project. For each year of the Term thereafter, the Annual Community Investment(s) shall be due on or before July 1. Each Tenant shall participate based on the same schedule, beginning with the year in which Tenant takes possession of or otherwise has the right to access space within the Project.

Year	Developer/Affiliate	Tenant(s)*
1	$1,000,000	$2,000,000
2-10	$500,000 per year	$1,000,000 per year
11-25	$250,000 per year	$500,000 per year

*This Agreement contemplates three (3) Tenants. If there are more than three (3) Tenants, and/or the extent of space within the Project leased or licensed for use varies by Tenant, then each Tenant shall pay its pro rata share of the total Annual Community Investments required to be paid by Tenants, based on the percentage of total site capacity megawatts leased or licensed for use by each respective Tenant.

Notwithstanding anything set forth in this Agreement that is seemingly to the contrary, each Party understands and agrees that if the Institute ceases to exist, then Developer (and/or its Affiliates) and each Tenant shall be required to make the Annual Community Investments to a nonprofit organization that (i) is located within the City, (ii) has the same or substantially similar mission as the Institute, and (iii) is approved in writing by the City in its sole discretion; provided, however, that in the event no such nonprofit organization meets each of the

preceding requirements within 60 days of the date that the Institute ceases to exist, then the Annual Community Investments shall be paid to the City.

4. **Oversight and Reporting**.

(a) Role and Responsibility of the City. The City and the Institute shall review the Developer's and each Tenant's compliance with the terms and conditions of this Agreement and will provide monitoring, oversight, and accountability in connection with the performance of this Agreement. In furtherance of this responsibility, the City and the Institute shall receive and review reports it receives from the Developer as set forth in this Agreement, relative to this Agreement's progress and the Developer's compliance with the provisions of this Agreement.

(b) Public Reporting. The Developer (or its Affiliate) will provide annual reports to the City and the Institute that identify the Developer's and each Tenant's efforts to comply with this Agreement. Such public reports shall be submitted on or before December 31st of each year of the Term.

(c) Cost of Compliance. The Developer acknowledges that the implementation of, and compliance with, its commitments as set forth in this Agreement may require the expenditure of certain resources, as applicable, either directly by the Developer or by those charged with carrying the various provisions of this Agreement on the Developer's behalf, and agree to undertake the applicable costs relating thereto.

(d) Noncompliance. To the extent the City and/or the Institute determines the Developer or any Tenant has failed to make sufficient and appropriate efforts (based on the requirements of this Agreement) to comply with the Annual Community Investments required under this Agreement, the City and/or the Institute shall notify the Developer in writing to address any noncompliance. In such an event, the Parties shall cooperatively develop a plan and specific measures that can be undertaken by the Developer to address any areas of noncompliance. Notwithstanding the foregoing or anything set forth in this Agreement that is seemingly to the contrary, the Parties agree that Developer shall not be obligated to pay any Annual Community Investments that are required to be made by any Tenant.

5. **Breach of Agreement**. If, after efforts to address any noncompliance have been undertaken by the Parties as set forth in Section 4(d), the City and/or the Institute believes that the Developer is in material breach of this Agreement, the City and/or the Institute shall provide the Developer an additional written notice. Such written notice shall provide all of the reasons and facts upon which the City and/or the Institute relies upon to support its belief that the Developer is in material breach of this Agreement. If the Developer is in material breach and the Developer fails within 30 days to commence efforts to cure such breach and then cure such breach within a reasonable time thereafter, the Developer will be deemed to be in default of this Agreement. Without limiting the generality of the foregoing, the City and/or the Institute shall be entitled to specific performance and injunctive or other equitable relief for any breach or threatened breach of any of the provisions of this Agreement, notwithstanding the availability of an adequate remedy at law, and each Party hereby waives the right to raise such defense in any proceeding in equity.

6. **Termination of Agreement**. This Agreement shall terminate on December 31, 2050.

7. **Run with the Land**. This Agreement shall be binding on and inure to the benefit of the Parties hereto and their respective heirs, successors and assigns and shall run with the land. The Parties shall record against the Site a memorandum describing this Agreement in the Office of the Recorder of Deeds of

Clay County, Missouri. At the request of the Developer in connection with the implementation of Project phases, the City and the Developer shall cooperate in good faith to subdivide the obligations set forth in this Agreement as to such Project phase(s), which may include modifying or partially assigning this Agreement and/or any recorded memorandum describing this Agreement.

8. **Miscellaneous**.

(a) No Construction Against Drafting Party. The Parties acknowledge and agree that each such Party and its respective counsel has had the opportunity to review this Agreement and that this Agreement will not be construed against any Party merely because its counsel prepared this Agreement.

(b) Notices. Any notice, request, instruction or other communication to be given hereunder by any Party to another shall be in writing and: (i) delivered personally (such delivered notice to be effective on the date it is delivered); (ii) mailed by certified mail, postage prepaid (such mailed notice to be effective four (4) days after the date it is mailed); (iii) sent by recognized overnight courier (such couriered notice to be effective one day after the date it is delivered to such courier); or (iv) sent by e-mail transmission, with a confirmation sent by way of one of the above methods, addressed to the Party for whom it is intended at its address as set forth on the signature page hereto (such e-mail notice to be effective on the date that confirmation of such e-mail transmission is received); provided, however, that any Party may designate in a writing to the other Parties any other address or e-mail address to which, and any other Person to whom or which, a copy of any such notice, request, instruction or other communication should be sent.

(c) Severability. If any provision of this Agreement proves to be illegal, invalid, or unenforceable, the remainder of this Agreement will not be affected by such finding.

(d) Written Amendment Required. No course of performance or other conduct hereafter pursued, accepted or acquiesced in, and no oral agreement or representation made in the future, by any Party, whether or not relied or acted upon, and no usage of trade, whether or not relied or acted upon, shall modify or terminate this Agreement, impair or otherwise affect any right or obligation of any Party or otherwise operate as a waiver of any such right or remedy. No modification of this Agreement or waiver of any such right or remedy shall be effective unless made in writing duly executed by the duly authorized representatives of the Parties.

(e) Entire Agreement. This Agreement, including the joinders, exhibits, schedules and addenda thereto, if any, represents the entire agreement among the Parties with respect to the matters set forth herein and supersedes all prior or contemporaneous negotiations, representations or agreements, written or oral, pertaining to the subject matter of this Agreement. Except as expressly provided in this Agreement, to the extent that there are any discrepancies between any other agreement and this Agreement, the terms and provisions of this Agreement shall control.

(f) Captions. The captions of the various Articles and Sections of this Agreement are for convenience only and do not define, limit, describe, or construe the contents of such Articles or Sections.

(g) Governing Law. This Agreement shall be governed by and interpreted in accordance with the internal laws of the State of Missouri, without giving effect to conflict of laws provisions.

(h) Binding Effect. The covenants, conditions and agreements contained in this Agreement will bind and inure to the benefit of the Parties and their respective successors and/or permitted assigns.

(i) No Assignment. Neither this Agreement nor any of the rights, responsibilities, or obligations hereunder can be transferred or assigned, whether by operation of law or otherwise, without the prior written consent of all non-assigning Parties.

(j) Counterparts. This Agreement may be executed in one or more counterparts, each of which shall be deemed an original and all of which taken together shall constitute one and the same instrument. Any Party may execute this Agreement by facsimile or PDF signature and the other Parties shall be entitled to rely on such facsimile signature or a PDF copy of an original signature transmitted to the other party is effective as if it was an original, as evidence that this Agreement has been duly executed by such Party. Without limiting the foregoing, any Party executing this Agreement by facsimile or PDF signature shall immediately forward to the other Parties an original signature page by overnight mail.

(k) Authority. Each Party represents and warrants that (i) it has full power and authority to enter into this Agreement and to perform and carry out all obligations, covenants and provisions hereof; and (ii) this Agreement constitutes the legal, valid and binding obligations of said Party in accordance with the terms hereof and has been duly authorized by all necessary board, director, shareholder, manager, legislative, executive, committee and/or agency action, as the case may be, of such Party.

(l) No Third-Party Beneficiaries. This Agreement is solely for the benefit of the Parties, and their successors and permitted assigns, and no provisions of this Agreement shall be deemed to confer upon any other Person, any remedy, claim, liability, reimbursement, cause of action or other right.

[Remainder of page intentionally blank; signature pages follow.]

IN WITNESS WHEREOF, the Parties have executed this Community Benefits Agreement as of the date first written above.

METROBLOKS, LLC

By: _____
Printed Name: _____
Title: _____

ADDRESS FOR NOTICES:

METROBLOKS, LLC
Attn: Scott Couzens
880 Apollo Street, Suite 329
El Segundo, California 90245

With copies to:

[Firm/Organization Name]
Attn: _____
[Street Address]
[City, State, Zip Code]

Signatures Continue on Following Page

LPC-MB KC LANDCO PROPCO LLC

By: _____
Printed Name: _____
Title: _____

ADDRESS FOR NOTICES:

LPC-MB LandCo PropCo LLC
c/o METROBLOKS, LLC
Attn: Scott Couzens
880 Apollo Street, Suite 329
El Segundo, California 90245

With copies to:

[Firm/Organization Name]
Attn: _____
[Street Address]
[City, State, Zip Code]

Signatures Continue on Following Page

LIBERTY INSTITUTE FOR SCIENCE AND ETHICS

By: _____
Printed Name: _____
Title: _____

ADDRESS FOR NOTICES:

Liberty Institute for Science and Ethics
Attn: _____
[Street Address]
[City, State, Zip Code]

With copies to:

[Firm/Organization Name]
Attn: _____
[Street Address]
[City, State, Zip Code]

Signatures Continue on Following Page

CITY OF LIBERTY, MISSOURI

By: _____
Printed Name: _____
Title: _____

ADDRESS FOR NOTICES:

Liberty City Hall
Attn: City Clerk
101 East Kansas Street
Liberty, Missouri 64068

With copies to:

Stinson LLP
Attn: Charles W. Hatfield
230 W. McCarty Street
Jefferson City, Missouri 65101

EXHIBIT A

Site – Legal Description

2505, 2515, and 2525 Old Hughes Road, and Land on Garrison Road, Liberty, MO 64068

Tract 1:
A part of the Northwest Quarter of Section 25, Township 51, Range 32, in the City of Liberty, Clay County, Missouri, described as follows: Beginning at the Northwest corner of said Section 25, and running thence South 343 feet to the point of beginning of the tract herein described; and running thence East 876.08 feet to a point; thence South 210 feet to a point; thence West 876.30 feet to the West line of said Section to a point in the center of the public road; thence North 210 feet to the Point of Beginning, EXCEPT that part in roads.

Tract 2:
Part of the Northwest Quarter of the Northwest Quarter of Section 25, Township 51, Range 32 in the City of Liberty, Clay County, Missouri, beginning at a point on the West line of said Section, which is 553 feet Southerly (precise course South 00°38'38" West from the Meridian which controls all courses in this description) from the Northwest corner of said Section 25; thence South 88°18'48" East, 876.30 feet; thence South 00°35' West, 337.82 feet; thence South 84°03'15" West, 882.34 feet to a point on the West line of said Section 25; thence North 00°38'38" East, along the Westerly line of said Section 455 feet to Point of Beginning; all is heretofore surveyed, staked, and monumented.

Tract 3:
Part of the Northwest Quarter of Section 25, Township 51, Range 32, beginning 343 feet South, of the Northwest corner of said Section, thence South 1009.96 feet, thence North 75 degrees East 907.66 feet to the Point of Beginning of the tract herein described thence North 75 degrees East 544.34 feet to a point, thence South 84 degrees East 180.18 feet to a point, being the Southwest corner of Lot 2 on the unrecorded plat of Hall Acres, thence North 21 degrees East in the West line of said Lot 2, 624.22 feet to the Northwest comer of said Lot 2, thence West in the North line of said Hall Acres, 705.43 feet to the Northwest corner of Lot 11, on the unrecorded plat of Hall Acres, thence South along the West line of said Lot 11, 759.09 feet to the Point of Beginning.

Tract 4:
A part of the Northwest Quarter of Section 25 in Township 51 Range 32, described as follows: Beginning at a point in the center of the public road along the South side of land of grantors, described in Deed recorded in Book 204 at Page 310, of the Deed of Records of said county, and 907.66 feet due East from a point in the middle of the public road along the West side of said land of grantors; thence due North 211.27 feet to a point, thence due West 882.34 feet to a point in the middle of said last mentioned public road; thence South in the middle of said road 344.96 feet more or less, to the Southwest corner of land of grantors; thence in an Easterly direction along the middle of said first mentioned public road to the Point of Beginning.

2260 Campbell Drive, a/k/a 2500 Garrison Road, Liberty, MO 64068

BEGINNING AT A POINT IN THE CENTER OF A PUBLIC ROAD, SAID POINT LOCATED 343 FEET SOUTH AND 2019.5 FEET EAST (ORIGINALLY SURVEY WAS 121 POLES) OF THE NORTHWEST CORNER OF SECTION 25, TOWNSHIP 51, RANGE 32, WEST, IN LIBERTY, CLAY COUNTY, MISSOURI; THENCE SOUTH 2 1/4° WEST A DISTANCE OF 660 FEET; THENCE NORTH 84° 0' WEST A DISTANCE OF 413.8 FEET, THENCE NORTH 0° 35' EAST A DISTANCE OF 524.2 FEET; THENCE EAST A DISTANCE OF 438 FEET TO THE POINT OF BEGINNING, EXCEPT ANY PART IN ROADS,

AND ALSO EXCEPT A TRACT OF LAND USED AS A CEMETERY DESCRIBED AS FOLLOWS:

ALL THAT PART AT THE NORTHWEST QUARTER OF SECTION 25, TOWNSHIP 51, RANGE 32, IN LIBERTY, CLAY COUNTY, MISSOURI, DESCRIBED AS FOLLOWS:

COMMENCING AT THE NORTHWEST CORNER OF SAID SECTION 25; THENCE SOUTH 88°36'43" EAST, ALONG THE NORTH LINE OF SAID QUARTER SECTION, A DISTANCE OF 2030.93 FEET; THENCE SOUTH 01°23'17" WEST, ALONG A LINE NORMAL TO THE PRECEDING COURSE, A DISTANCE OF 343.00 FEET TO A POINT IN THE CENTER OF CAMPBELL ROAD, AS SURVEYED, SAID POINT BEING THE BEGINNING POINT OF THE LAND DESCRIBED IN THE BENEFICIARY DEED FILED NOVEMBER 15, 2001, AS DOCUMENT NO. Q 80164, IN BOOK 3464, AT PAGE 658; THENCE SOUTH 01°59'08" WEST, WITH THE CENTERLINE OF SAID CAMPBELL ROAD, AS SURVEYED, A DISTANCE OF 313.51 FEET; THENCE NORTH 88°00'52" WEST, ALONG A LINE NORMAL TO THE PRECEDING COURSE, A DISTANCE OF 30.00 FEET, TO A POINT ON THE ASSUMED WESTERLY RIGHT-OF-WAY LINE OF SAID CAMPBELL ROAD; THENCE CONTINUING NORTH 88°00'52" WEST, A DISTANCE OF 30.00 FEET; THENCE SOUTH 68°12'48" WEST, A DISTANCE OF 23.43 FEET TO THE POINT OF BEGINNING; THENCE SOUTH 62°52'01" WEST, A DISTANCE OF 123.50 FEET; THENCE NORTH 07°45'55" EAST, A DISTANCE OF 131.50 FEET; THENCE NORTH 71°31'54" EAST, A DISTANCE OF 58.50 FEET; THENCE SOUTH 21°36'57" EAST, A DISTANCE OF 99.50 FEET TO THE POINT OF BEGINNING. ALSO DESCRIBED AS PARCEL ONE IN JUDGEMENT ENTERED JULY 25, 2008 IN THE CIRCUIT COURT OF CLAY COUNTY, MISSOURI AT LIBERTY IN CASE NO. 08CYCV04891, AND ALSO FILED JULY 28, 2008 IN BOOK 6017, PAGE 115 IN THE RECORDER OF DEEDS OFFICE OF CLAY COUNTY, MISSOURI.

The City of Liberty missouri

CITY COUNCIL ACTION REPORT

Meeting Date: March 23, 2026

A/R No.: 2026-118

Department: Administration

Submitted By: Brandon Smith, Economic & Business Development Manager

Subject: Resolution appointing Directors to the Liberty Institute for Science and Ethics

Summary:

Appoint the initial directors to the Liberty Institute for Science and Ethics, a Missouri nonprofit corporation organized exclusively for charitable, scientific and educational purposes.

Background:

The Liberty Institute for Science and Ethics is a Missouri nonprofit corporation organized exclusively for charitable, scientific and educational purposes. The institute is to increase our understanding of science through basic scientific research in emerging technologies and expand the boundaries of science, specifically to:

- Explore the ethical impact of artificial intelligence, robotics, and other emerging technologies.
- Conduct, sponsor, and support basic scientific research activities and programs that advance knowledge and innovation in emerging technologies.
- Conduct, sponsor, and support activities and programs that advance the liberal arts and humanities, as they relate to the ethical impact of artificial intelligence, robotics, and other emerging technologies;
- Establish, fund, and administer scholarship programs for students pursuing education in the areas of emerging technologies, basic scientific research, philosophy, history, humanities, liberal arts, and related disciplines;
- Collaborate with educational institutions, governmental entities, businesses, and other organizations to further the purposes set forth above;
- Receive, hold, invest, and administer property and to make expenditures to or for the benefit of the purposes set forth above.

The following individuals are nominated as the initial directors of the Liberty Institute for Science and Ethics.

- Greg Canuteson
- Kevin Graham
- Kelly Wrenn Pozel
- Mike Hagan
- Jeff Dema
- Karly Schieder
- Garrett Brown

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:

1. Resolution

RESOLUTION NO. _____

A RESOLUTION APPOINTING DIRECTORS TO THE LIBERTY INSTITUTE FOR SCIENCE AND ETHICS

WHEREAS, the Liberty Institute for Science and Ethics is a Missouri nonprofit corporation organized exclusively for charitable, scientific and educational purposes, with the specific purposes set forth as follows:

a. To increase our understanding of science through basic scientific research in emerging technologies and expand the boundaries of science;
b. To explore the ethical impact of artificial intelligence, robotics, and other emerging technologies.
c. To conduct, sponsor, and support basic scientific research activities and programs that advance knowledge and innovation in emerging technologies;
d. To conduct, sponsor, and support activities and programs that advance the liberal arts and humanities, as they relate to the ethical impact of artificial intelligence, robotics, and other emerging technologies;
e. To establish, fund, and administer scholarship programs for students pursuing education in the areas of emerging technologies, basic scientific research, philosophy, history, humanities, liberal arts, and related discipline;
f. To collaborate with educational institutions, governmental entities, businesses, and other organizations to further the purposes set forth above;
g. To receive, hold, invest, and administer property and to make expenditures to or for the benefit of the purposes set forth above.

NOW, THEREFORE, BE IT RESOLVED by the City Council of the City of Liberty, Clay County, Missouri, that these individuals are appointed to serve as the initial Directors of the Liberty Institute for Science and Ethics:

Greg Canuteson
Kevin Graham
Kelly Wrenn Pozel
Mike Hagan
Jeff Dema
Karly Schieder
Garrett Brown

PASSED by the City Council this_____ day of _____, 2026.

_____
Greg Canuteson, Mayor

ATTEST:

_____
DEPUTY CITY CLERK

Document No. _____

ORDINANCE NO._____

AN ORDINANCE ACKNOWLEDGING VENDOR PAYMENTS
FOR THE PERIOD OF FEBRUARY 27, 2026 to MARCH 13, 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	$	260,802.24
POLICE FUND	105	$	21,654.85
FIRE FUND	106	$	52,248.70
PUBLIC SAFETY SALES TAX FUND	243	$	903.45
TRANSIENT GUEST TAX FUND	244	$	14,492.32
CEMETERY MAINTENANCE FUND	247	$	1,048.95
LIMITED CAPITAL FUND	350	$	10,528.71
CAPTIAL SALES TAX FUND	351	$	27,720.23
TRANSPORTATION SALES TAX FUND	352	$	26,410.76
PARK SALES TAX FUND	353	$	3,065.41
ECO/DEVO SALES TAX FUND	354	$	81,960.00
PARKS FUND	460	$	41,223.70
SPORTS COMPLEX FUND	461	$	63,453.19
COMMUNITY CENTER FUND	465	$	39,031.34
WATER OPERATING FUND	590	$	108,862.85
WASTEWATER OPERATING FUND	591	$	54,069.22
WATER CAPITAL FUND	592	$	160,337.00
WASTEWATER CAPITAL FUND	593	$	244,214.40
SOLID WASTE FUND	595	$	231,988.81
LIBERTY CORNERS CID	605	$	25,670.47
PAYROLL CHECKS & BENEFITS	3/6/2026	$	1,512,919.71
TOTAL APPROPRIATIONS		**$**	**2,982,606.31**

PASSED by the Council this 23rd day of March, 2026.

_____
Greg Canuteson - MAYOR

ATTEST:

_____
DEPUTY CITY CLERK

APPROVED by the Mayor this 23rd day of March, 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

MARCH 6, 2026

AP List Checks Invoices

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

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										
194744; 03/06/2026; Outstanding; null										
	23	LOZPROMO.COM	19399	03/01/2026	PARKS & RECREATION		460-55041-400-000000	CONTRACT LABOR	Dog Park Banners	$ 108.00
CHECK TOTAL FOR CHECK NUMBER 194744										**$ 108.00**
194745; 03/06/2026; Outstanding; null										
	45	GEIGER READY-MIX	INV39700	02/23/2026	PUBLIC WORKS		351-57037-201-000000	STORM WATER MAINTENANCE	Street Patch - Storm Water Mtnc	$ 2,062.05
CHECK TOTAL FOR CHECK NUMBER 194745										**$ 2,062.05**
194746; 03/06/2026; Outstanding; null										
	69	JERRY CLARK	3/15-3/18/26	02/27/2026	FINANCE		105-54000-501-000000	TRAINING TRAVEL	Public Safety Comm Conf	$ 172.00
CHECK TOTAL FOR CHECK NUMBER 194746										**$ 172.00**
194747; 03/06/2026; Outstanding; null										
	81	BRADY INDUSTRIES OF KANSAS LLC	11349867	02/26/2026	PARKS & REC-PO		100-53008-160-000000	MAINTENANCE MATERIALS	2026 Custodial Supplies	$ 437.20
CHECK TOTAL FOR CHECK NUMBER 194747										**$ 437.20**
194748; 03/06/2026; Outstanding; null										
	95	CYCLONE INC	51200	02/28/2026	FIRE		100-57019-300-000000	BUILDING MAINTENANCE	Tower Portable Toilet	$ 90.00
CHECK TOTAL FOR CHECK NUMBER 194748										**$ 90.00**
194749; 03/06/2026; Outstanding; null										
	142	BOARD OF POLICE COMMISSIONERS	11538	03/02/2026	POLICE		100-55044-501-000000	MISCELLANEOUS FEES	Intake Processing, DNA Sample, Lab Exam	$ 232.50
CHECK TOTAL FOR CHECK NUMBER 194749										**$ 232.50**

**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										
194750; 03/06/2026; Outstanding; null										
	189	DELL MARKETING LP	10863095376	02/21/2026	TECH & LOGISTICS		100-70002-170-000000	COMPUTER EQUIPMENT	Dell Server	$ 13,731.74
	189	DELL MARKETING LP	10863685758	02/25/2026	TECH & LOGISTICS		100-57012-170-000000	OFFICE EQUIPMENT MAINTENANCE	tv mount	$ 184.68
CHECK TOTAL FOR CHECK NUMBER 194750										**$ 13,916.42**
194751; 03/06/2026; Outstanding; null										
	314	RICOH USA, INC	5072841873	03/01/2026	FINANCE		100-53031-130-000000	COPIER LEASE & USAGE	COPIER USAGE 12/1/25-2/28/26	$ 225.04
	314	RICOH USA, INC	5072842492	03/01/2026	POLICE		100-53031-512-000000	COPIER LEASE & USAGE	Records Usage 12-1-25 to 2-28-26	$ 68.05
CHECK TOTAL FOR CHECK NUMBER 194751										**$ 293.09**
194752; 03/06/2026; Outstanding; null										
	315	GRIFFIN BLEDSOE	3/22-3/27/26	02/06/2026	FINANCE		100-54000-501-000000	TRAINING TRAVEL	3 Gun Instr Course	$ 374.00
CHECK TOTAL FOR CHECK NUMBER 194752										**$ 374.00**
194753; 03/06/2026; Outstanding; null										
	367	CLINICAL COUNSELING ASSOC	022026	02/26/2026	HR & RISK MGMT		100-52998-160-000000	EMPLOYEE ASSISTANCE PROGRAM	Citywide Services	$ 1,800.00
CHECK TOTAL FOR CHECK NUMBER 194753										**$ 1,800.00**
194754; 03/06/2026; Outstanding; null										
	377	JACKSON LEWIS PC	9518003	02/24/2026	HR & RISK MGMT		100-55005-140-000000	LEGAL FEES	Legal fees	$ 107.00
CHECK TOTAL FOR CHECK NUMBER 194754										**$ 107.00**
194755; 03/06/2026; Outstanding; null										
	432	TRAVELERS INDEMNITY COMPANY	000673717	02/27/2026	POLICE		100-55044-501-000000	MISCELLANEOUS FEES	Ronald W Thomas Jr.	$ 39.00
CHECK TOTAL FOR CHECK NUMBER 194755										**$ 39.00**

**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										
194756; 03/06/2026; Outstanding; null										
	443	4IMPRINT	31043434	03/02/2026	TRANSIENT GUEST TAX		244-55028-119-000000	ADVERTISING	promo items for disc golf and quilt walk	$ 1,698.59
CHECK TOTAL FOR CHECK NUMBER 194756										**$ 1,698.59**
194757; 03/06/2026; Outstanding; null										
	466	TOTALLY PROMOTIONAL	SIN1776586	02/12/2026	TRANSIENT GUEST TAX		244-59009-119-000000	CONTRIBUTIONS TO PROJECTS	lip balm for Liberty Run	$ 2,409.33
CHECK TOTAL FOR CHECK NUMBER 194757										**$ 2,409.33**
194758; 03/06/2026; Outstanding; null										
	492	ALL COPY PRODUCTS, INC.	41388083	03/02/2026	PARKS & RECREATION		460-57012-400-000000	OFFICE EQUIPMENT MAINTENANCE	Monthly Payment All Copy Products	$ 238.64
CHECK TOTAL FOR CHECK NUMBER 194758										**$ 238.64**
194759; 03/06/2026; Outstanding; null										
	533	MIDWEST DIESEL PERFORMANCE & R	4618	03/02/2026	UTILITIES		590-57009-801-000000	VEHICLE MAINTENANCE	Valve Repair - #119	$ 555.44
	533	MIDWEST DIESEL PERFORMANCE & R	4618	03/02/2026	UTILITIES		591-57009-901-000000	VEHICLE MAINTENANCE	Valve Repair - #119	$ 555.43
CHECK TOTAL FOR CHECK NUMBER 194759										**$ 1,110.87**
194760; 03/06/2026; Outstanding; null										
Open & Close for February 2026	566	LEINTZ LAWN & CONSTRUCTION	2842	03/01/2026	CEMETERY MAINTENANC	Open & Close February 2026	247-55041-204-000000	CONTRACT LABOR	Open & Close Services	$ 1,000.00
CHECK TOTAL FOR CHECK NUMBER 194760										**$ 1,000.00**
194761; 03/06/2026; Void; null										
	582	MIDWAY FORD TRUCK CENTER INC	R100500834	02/25/2026	FIRE		100-57009-302-000000	VEHICLE MAINTENANCE	627 Exhaust manifold	** $ 5,815.92
	582	MIDWAY FORD TRUCK CENTER INC	R100500834:01	02/25/2026	FIRE		100-57009-302-000000	VEHICLE MAINTENANCE	Fire #627 exhaust system repair	** $ 5,815.92
CHECK TOTAL FOR CHECK NUMBER 194761										**$ 0.00**

**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										
194762; 03/06/2026; Cleared; 03/06/2026										
includes prepaid - 100-14001-000-000000	599	JOSTLE CORPORATION	IN12731	01/15/2026	TECH & LOGISTICS		100-14001-000-000000	OTHER PREPAYMENTS	jostle renewal - 2027	$ 1,921.85
includes prepaid - 100-14001-000-000000	599	JOSTLE CORPORATION	IN12731	01/15/2026	TECH & LOGISTICS		100-57030-170-000000	SOFTWARE MAINTENANCE	jostle renewal - 2026	$ 21,140.35
CHECK TOTAL FOR CHECK NUMBER 194762										**$ 23,062.20**
194763; 03/06/2026; Outstanding; null										
	610	FNF PETROLEUM	IFNF21851	02/26/2026	PARKS & RECREATION		461-57001-451-000000	VEHICLE FUEL	fuel	$ 2,768.53
	610	FNF PETROLEUM	IFNF21852	02/26/2026	PARKS & RECREATION		460-57002-403-000000	DIESEL FUEL	Diesel Fuel	$ 1,243.60
CHECK TOTAL FOR CHECK NUMBER 194763										**$ 4,012.13**
194764; 03/06/2026; Outstanding; null										
	616	COLE CHRISTOPHER BRYANT	2/25/2026	02/26/2026	PARKS & RECREATION		465-55058-410-000000	PRIVATE SWIMMING LESSONS		$ 136.00
CHECK TOTAL FOR CHECK NUMBER 194764										**$ 136.00**
194765; 03/06/2026; Outstanding; null										
	634	USABLUEBOOK	INV00967213	02/18/2026	UTILITIES		591-53010-902-000000	LAB SUPPLIES	WWTP - Lab Supplies	$ 1,525.28
	634	USABLUEBOOK	INV00868905	10/28/2025	UTILITIES		590-53010-802-000000	LAB SUPPLIES	Lab Supplies	$ 72.44
	634	USABLUEBOOK	INV00866713	10/24/2025	UTILITIES		591-53010-902-000000	LAB SUPPLIES	WWTP - Lab Supplies	$ 72.77
CHECK TOTAL FOR CHECK NUMBER 194765										**$ 1,670.49**

**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										
194766; 03/06/2026; Cleared; 03/06/2026										
	641	PITTMAN SUPPORT SERVICES, LLC	26-002	03/01/2026	FINANCE		100-55041-111-000000	CONTRACT LABOR	Admin	$ 45.00
	641	PITTMAN SUPPORT SERVICES, LLC	26-002	03/01/2026	FINANCE		100-55041-130-000000	CONTRACT LABOR	Feb 2026	$ 5,332.50
	641	PITTMAN SUPPORT SERVICES, LLC	26-002	03/01/2026	FINANCE		100-20017-000-000000	CRIMINAL HISTORY CHECK FEE	LDP background checks	$ 245.80
CHECK TOTAL FOR CHECK NUMBER 194766										**$ 5,623.30**
194767; 03/06/2026; Outstanding; null										
includes prepaid - 100-14001-000-000000	657	LOGICALIS, INC.	IN249134	02/27/2026	TECH & LOGISTICS		100-14001-000-000000	OTHER PREPAYMENTS	2027 Prepay	$ 2,697.92
includes prepaid - 100-14001-000-000000	657	LOGICALIS, INC.	IN249134	02/27/2026	TECH & LOGISTICS		100-57030-170-000000	SOFTWARE MAINTENANCE	avanan email security renewal	$ 13,489.58
CHECK TOTAL FOR CHECK NUMBER 194767										**$ 16,187.50**
194768; 03/06/2026; Outstanding; null										
	669	MYRICK MECHANICAL	3440	01/20/2026	UTILITIES		590-57019-802-000000	BUILDING MAINTENANCE	WTP - Thermostat Repair	$ 481.16
CHECK TOTAL FOR CHECK NUMBER 194768										**$ 481.16**
194769; 03/06/2026; Outstanding; null										
	728	CHERRYROAD MEDIA INC	315961	02/28/2026	PUBLIC WORKS		595-55044-205-000000	MISCELLANEOUS FEES	Holiday Ad - Pres Day	$ 257.70
CHECK TOTAL FOR CHECK NUMBER 194769										**$ 257.70**

**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										
194770; 03/06/2026; Outstanding; null										
	762	SUPERIOR-BOWEN ASPHALT	58030	02/26/2026	PUBLIC WORKS		351-57032-201-000000	GRAVEL/ROCK-STREET REPAIRS	Satrock Plus	$ 152.10
	762	SUPERIOR-BOWEN ASPHALT	57951	02/19/2026	PUBLIC WORKS		351-57032-201-000000	GRAVEL/ROCK-STREET REPAIRS	Satrock Plus	$ 144.30
	762	SUPERIOR-BOWEN ASPHALT	57972	02/20/2026	PUBLIC WORKS		351-57032-201-000000	GRAVEL/ROCK-STREET REPAIRS	Satrock Plus	$ 141.70
CHECK TOTAL FOR CHECK NUMBER 194770										**$ 438.10**
194771; 03/06/2026; Outstanding; null										
	781	TEKLAB, INC.	342091	03/03/2026	UTILITIES-PO		591-55020-902-000000	LAB FEES	Lab Fees	$ 376.70
CHECK TOTAL FOR CHECK NUMBER 194771										**$ 376.70**
194772; 03/06/2026; Outstanding; null										
	785	STEPHANIE SMITH	3/15-3/18/26	02/27/2026	FINANCE		105-54000-501-000000	TRAINING TRAVEL	Central Square Conf	$ 224.00
CHECK TOTAL FOR CHECK NUMBER 194772										**$ 224.00**
194773; 03/06/2026; Outstanding; null										
	875	STRICKLAND BROTHERS 10 MIN OIL	00589-30096	02/25/2026	POLICE		100-57009-501-000000	VEHICLE MAINTENANCE	211 Oil Change	$ 39.99
	875	STRICKLAND BROTHERS 10 MIN OIL	00589-29190	01/23/2026	POLICE		100-57009-501-000000	VEHICLE MAINTENANCE	206 Oil Change	$ 46.98
CHECK TOTAL FOR CHECK NUMBER 194773										**$ 86.97**

**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										
194774; 03/06/2026; Outstanding; null										
	943	COLUMN SOFTWARE PBC	B283E281-0036	01/28/2026	PUBLIC WORKS		595-55044-205-000000	MISCELLANEOUS FEES	Legal Ads for Richfield Bridge Bid 4250740	$ 168.44
	943	COLUMN SOFTWARE PBC	B283E281-0039	02/06/2026	PUBLIC WORKS		595-55044-205-000000	MISCELLANEOUS FEES	Legal Ads for Pavement Bid 4282480	$ 224.57
	943	COLUMN SOFTWARE PBC	B283E281-0042	02/19/2026	PUBLIC WORKS		595-55044-205-000000	MISCELLANEOUS FEES	Legal Ads for MS4 Pub Notice Mtg	$ 321.26
	943	COLUMN SOFTWARE PBC	B283E281-0035	01/28/2026	PUBLIC WORKS		595-55044-205-000000	MISCELLANEOUS FEES	Legal Ads for Flatwork Bids - order # 4249670	$ 224.53
CHECK TOTAL FOR CHECK NUMBER 194774										**$ 938.80**
194775; 03/06/2026; Outstanding; null										
	957	VANCE BROTHERS, LLC	IG00034653	02/24/2026	PUBLIC WORKS		351-57031-201-000000	ASPHALT-STREET REPAIRS	Asphalt	$ 520.00
	957	VANCE BROTHERS, LLC	ZH00033768	02/25/2026	PUBLIC WORKS		351-57031-201-000000	ASPHALT-STREET REPAIRS	Asphalt	$ 308.05
CHECK TOTAL FOR CHECK NUMBER 194775										**$ 828.05**
194776; 03/06/2026; Outstanding; null										
	975	ALEXANDRIA R GRANADOS	3	02/16/2026	TRANSIENT GUEST TAX		244-55028-119-000000	ADVERTISING	VL graphic design	$ 660.00
CHECK TOTAL FOR CHECK NUMBER 194776										**$ 660.00**
194777; 03/06/2026; Outstanding; null										
	989	C&C ENVIRONMENTAL SERVICES INC	1528	03/02/2026	UTILITIES-PO		592-70020-802-000000	CONSTRUCTION CONTRACT	WTP - Media Filter Replacement Project	$ 77,560.00
	989	C&C ENVIRONMENTAL SERVICES INC	1527	02/26/2026	UTILITIES-PO		592-70020-802-000000	CONSTRUCTION CONTRACT	WTP - Media Filter Replacement Project	$ 64,760.00
CHECK TOTAL FOR CHECK NUMBER 194777										**$ 142,320.00**

**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										
194778; 03/06/2026; Outstanding; null										
	997	PENNY LEWIS	2/25/2026	02/26/2026	PARKS & RECREATION		465-55054-410-000000	SWIM TEAM BASICS		$ 25.00
	997	PENNY LEWIS	2/25/2026	02/26/2026	PARKS & RECREATION		465-55056-410-000000	SEMI-PRIVATE SWIM LESSONS		$ 26.00
	997	PENNY LEWIS	2/25/2026	02/26/2026	PARKS & RECREATION		465-55058-410-000000	PRIVATE SWIMMING LESSONS		$ 40.00
	997	PENNY LEWIS	2/25/2026	02/26/2026	PARKS & RECREATION		465-55060-410-000000	SPECIALTY SWIM PROGRAMS		$ 25.00
	997	PENNY LEWIS	2/25/2026	02/26/2026	PARKS & RECREATION		465-55060-410-000000	SPECIALTY SWIM PROGRAMS		$ 50.00
CHECK TOTAL FOR CHECK NUMBER 194778										**$ 166.00**
194779; 03/06/2026; Outstanding; null										
	1009	LILLIAN BRYANT	2/26/2026	02/26/2026	PARKS & RECREATION		465-55058-410-000000	PRIVATE SWIMMING LESSONS		$ 144.00
CHECK TOTAL FOR CHECK NUMBER 194779										**$ 144.00**
194780; 03/06/2026; Outstanding; null										
	1024	GABRIELLE ISOM	0002	03/02/2026	TRANSIENT GUEST TAX		244-55028-119-000000	ADVERTISING	kid friendly liberty influencer campaign refresh	$ 1,100.00
CHECK TOTAL FOR CHECK NUMBER 194780										**$ 1,100.00**
194781; 03/06/2026; Outstanding; null										
	1054	CARDIO PARTNERS INC	QUO54593-S1T8	02/24/2026	HR & RISK MGMT		100-53008-160-000000	MAINTENANCE MATERIALS	AED Replacement Pads	$ 255.88
CHECK TOTAL FOR CHECK NUMBER 194781										**$ 255.88**
194782; 03/06/2026; Outstanding; null										
	1086	VERTEXONE SOFTWARE, LLC	038-FI000003717	02/11/2026	UTILITY BILLING		590-57030-801-000000	SOFTWARE MAINTENANCE	January Fees	$ 32.46
	1086	VERTEXONE SOFTWARE, LLC	038-FI000003717	02/11/2026	UTILITY BILLING		591-57030-901-000000	SOFTWARE MAINTENANCE	January Fees	$ 65.89
CHECK TOTAL FOR CHECK NUMBER 194782										**$ 98.35**

**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										
194783; 03/06/2026; Outstanding; null										
	1131	ALCOPRO, INC	0305611-IN	02/24/2026	POLICE		100-60000-501-000000	MINOR EQUIPMENT	PAS V Flashlight	$ 1,544.00
CHECK TOTAL FOR CHECK NUMBER 194783										**$ 1,544.00**
194784; 03/06/2026; Outstanding; null										
	1216	CONSTRUCTION MATERIAL TRUCKING	5302156	02/26/2026	UTILITIES		590-55027-802-000000	FEES-BIOSOLID DISPOSAL	WTP - Lime Sludge Disposal	$ 2,240.00
	1216	CONSTRUCTION MATERIAL TRUCKING	5302192	03/04/2026	UTILITIES		590-55027-802-000000	FEES-BIOSOLID DISPOSAL	WTP - Lime Sludge Disposal	$ 2,240.00
CHECK TOTAL FOR CHECK NUMBER 194784										**$ 4,480.00**
194785; 03/06/2026; Outstanding; null										
	1758	GEORGE BUTLER ASSOC INC	92037	02/23/2026	PUB WRKS-PO		350-70017-203-000000	ENGINEERING DESIGN	Contracted Price	$ 10,528.71
CHECK TOTAL FOR CHECK NUMBER 194785										**$ 10,528.71**
194786; 03/06/2026; Outstanding; null										
	1758	GEORGE BUTLER ASSOC INC	92076	02/25/2026	UTILITIES-PO		593-70017-901-000000	ENGINEERING DESIGN	Wall Design to correct failing suspended sidewalk	$ 2,673.50
CHECK TOTAL FOR CHECK NUMBER 194786										**$ 2,673.50**
194787; 03/06/2026; Outstanding; null										
	2300	BOUND TREE MEDICAL LLC	86108724	02/23/2026	FIRE		100-53001-302-000000	MEDICAL SUPPLIES	Fire medical supplies	$ 1,085.26
	2300	BOUND TREE MEDICAL LLC	86093890	02/10/2026	FIRE		100-53001-302-000000	MEDICAL SUPPLIES	Fire medical supplies	$ 319.78
CHECK TOTAL FOR CHECK NUMBER 194787										**$ 1,405.04**

**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										
194788; 03/06/2026; Outstanding; null										
369	2759	PUBLIC WATER DIST #5	PWSD-FEB 26	02/21/2026	FINANCE		591-57005-902-000000	WATER PLANT MAINTENANCE	February Water Consumption	$ 46.64
0215	2759	PUBLIC WATER DIST #5	PWSD 5-FEB 26	02/21/2026	FINANCE		590-55036-802-000000	WATER PURCHASES-KANSAS CITY	Water Service - Feb	$ 164.17
CHECK TOTAL FOR CHECK NUMBER 194788										**$ 210.81**
194789; 03/06/2026; Outstanding; null										
	2767	K C WINWATER WORKS CO	358620-01	02/18/2026	UTILITIES		591-13001-000-000000	INVENTORY-MATERIALS/ SUPPLIES	Inventory Part - #514	$ 172.00
	2767	K C WINWATER WORKS CO	359237-01	02/26/2026	UTILITIES		592-70020-801-000000	CONSTRUCTION CONTRACT	Mississippi St Project Phase II	$ 15,200.94
	2767	K C WINWATER WORKS CO	358931-01	02/24/2026	UTILITIES		591-57004-901-000000	MAINS & LINES MAINTENANCE	Misc Inventory - 301 Wilshire Blvd	$ 747.00
	2767	K C WINWATER WORKS CO	358039-02	02/18/2026	UTILITIES		590-13001-000-000000	INVENTORY-MATERIALS/ SUPPLIES	Inventory Part - #230	$ 759.00
	2767	K C WINWATER WORKS CO	358633-01	02/18/2026	UTILITIES		591-13001-000-000000	INVENTORY-MATERIALS/ SUPPLIES	Inventory Part - #514	$ 172.00
CHECK TOTAL FOR CHECK NUMBER 194789										**$ 17,050.94**
194790; 03/06/2026; Outstanding; null										
	3134	MEALS ON WHEELS	022026	02/27/2026	PARKS & RECREATION		100-53025-480-000000	MEALS ON WHEELS	Feb meals MARC	$ 2,167.75
CHECK TOTAL FOR CHECK NUMBER 194790										**$ 2,167.75**
194791; 03/06/2026; Outstanding; null										
	3684	CONRAD FIRE EQUIPMENT INC	591701	02/24/2026	FIRE		100-53033-301-000000	SCBA SUPPLIES	SCBA Shoulder Straps	$ 316.58
CHECK TOTAL FOR CHECK NUMBER 194791										**$ 316.58**

**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										
194792; 03/06/2026; Outstanding; null										
	3763	OUTDOOR RESTROOMS LLC	I29745	02/26/2026	PARKS & RECREATION		460-60007-403-000000	EQUIPMENT RENTAL	Portable toilets	$ 225.00
CHECK TOTAL FOR CHECK NUMBER 194792										**$ 225.00**
194793; 03/06/2026; Outstanding; null										
	3907	WESTERN MO FIRE CHIEFS ASSN	02.09.2026	02/09/2026	FIRE		100-59013-300-000000	MEMBERSHIP DUES	Western MO Fire Chiefs Membership	$ 250.00
CHECK TOTAL FOR CHECK NUMBER 194793										**$ 250.00**
194794; 03/06/2026; Outstanding; null										
	4299	ZONES INC	K32903410101	02/23/2026	TECH & LOGISTICS		100-60002-170-000000	MINOR SOFTWARE	bluebeam addon	$ 194.00
CHECK TOTAL FOR CHECK NUMBER 194794										**$ 194.00**
194795; 03/06/2026; Outstanding; null										
	4393	MO ONE CALL SYSTEM INC	6020220	02/28/2026	UTILITIES		590-55002-801-000000	MISSOURI ONE CALL FEE	Locates - February 2026	$ 272.03
	4393	MO ONE CALL SYSTEM INC	6020220	02/28/2026	UTILITIES		591-55002-901-000000	MISSOURI ONE CALL FEE	Locates - February 2026	$ 272.02
CHECK TOTAL FOR CHECK NUMBER 194795										**$ 544.05**
194796; 03/06/2026; Outstanding; null										
	4424	CUMMINS SALES AND SERVICE	H9-260281794	02/16/2026	PUB WRKS-PO		591-57019-902-000000	BUILDING MAINTENANCE	Waste Water Treatment Plant Generator Maintenance	$ 2,229.99
CHECK TOTAL FOR CHECK NUMBER 194796										**$ 2,229.99**
194797; 03/06/2026; Outstanding; null										
	4445	CLAIRE GINETTE JACKSON	2/25/2026	02/26/2026	PARKS & RECREATION		465-55058-410-000000	PRIVATE SWIMMING LESSONS		$ 114.00
CHECK TOTAL FOR CHECK NUMBER 194797										**$ 114.00**

**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										
194798; 03/06/2026; Outstanding; null										
	4458	HASTY AWARDS	01262690	01/30/2026	PARKS & RECREATION		461-53003-451-000000	RECREATION SUPPLIES	Bitty Basketball Medals	$ 178.44
CHECK TOTAL FOR CHECK NUMBER 194798										**$ 178.44**
194799; 03/06/2026; Outstanding; null										
	4477	GENES TIRE & SERVICE CENTER	103003	02/26/2026	POLICE		100-57009-501-000000	VEHICLE MAINTENANCE	234 Tires	$ 676.80
CHECK TOTAL FOR CHECK NUMBER 194799										**$ 676.80**
194800; 03/06/2026; Outstanding; null										
	4528	HISTORIC DOWNTOWN LIBERTY INC	MARCH 2026	03/03/2026	TRNST GST TX-PO		244-59018-119-000000	HDLI CONTRACT	HDLI Contract	$ 3,333.33
CHECK TOTAL FOR CHECK NUMBER 194800										**$ 3,333.33**
194801; 03/06/2026; Outstanding; null										
	4693	LIBERTY AGGREGATES LLC	33658	11/23/2025	PUBLIC WORKS		351-57032-201-000000	GRAVEL/ROCK-STREET REPAIRS	ST Rock	$ 1,964.91
	4693	LIBERTY AGGREGATES LLC	34435	02/22/2026	PARKS & RECREATION		461-53008-451-000000	MAINTENANCE MATERIALS	Gravel	$ 923.04
CHECK TOTAL FOR CHECK NUMBER 194801										**$ 2,887.95**
194802; 03/06/2026; Outstanding; null										
	4763	PRINTING UNLIMITED	74143	02/10/2026	PR & COMMUNICATION		100-53032-113-000000	OUTSIDE PRINTING	Printing for February Utility Bill Insert	$ 1,520.00
	4763	PRINTING UNLIMITED	74170	02/25/2026	POLICE		100-53032-501-000000	OUTSIDE PRINTING	Business Cards (Naylor, Frazee, Sims)	$ 174.00
CHECK TOTAL FOR CHECK NUMBER 194802										**$ 1,694.00**

**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										
194803; 03/06/2026; Outstanding; null										
includes prepaid - 100-14001-000-00 0000	4794	HARRIS ENT. RESOURCE PLANNING	CSEMN00005 61	02/13/2026	IT-CONTRACT		100-14001-000-0000 00	OTHER PREPAYMENTS	CitySuite Prepay 2027	$ 11,522.10
includes prepaid - 100-14001-000-00 0000	4794	HARRIS ENT. RESOURCE PLANNING	CSEMN00005 61	02/13/2026	IT-CONTRACT		100-57030-170-0000 00	SOFTWARE MAINTENANCE	citysuite - hr/payroll - essp	$ 57,610.48
CHECK TOTAL FOR CHECK NUMBER 194803										**$ 69,132.58**
194804; 03/06/2026; Outstanding; null										
	4817	VETERINARY CENTER OF LIBERTY	542801A	02/17/2026	ANIMAL CONTROL		100-24006-000-0000 00	RESERVE-ANIMAL SHELTER	remaining balance	$ 4.02
	4817	VETERINARY CENTER OF LIBERTY	24768	02/25/2026	ANIMAL CONTROL		100-55015-165-00000 0	VETERINARY SERVICES	sterilization	$ 60.00
	4817	VETERINARY CENTER OF LIBERTY	543591	03/02/2026	ANIMAL CONTROL		100-24006-000-0000 00	RESERVE-ANIMAL SHELTER	medicine	$ 30.90
	4817	VETERINARY CENTER OF LIBERTY	24765	02/25/2026	ANIMAL CONTROL		100-55015-165-00000 0	VETERINARY SERVICES	sterilization	$ 80.00
	4817	VETERINARY CENTER OF LIBERTY	24739	02/26/2026	ANIMAL CONTROL		100-55015-165-00000 0	VETERINARY SERVICES	sterilization	$ 80.00
	4817	VETERINARY CENTER OF LIBERTY	24731	02/25/2026	ANIMAL CONTROL		100-55015-165-00000 0	VETERINARY SERVICES	sterilization	$ 60.00
	4817	VETERINARY CENTER OF LIBERTY	24738	02/25/2026	ANIMAL CONTROL		100-55015-165-00000 0	VETERINARY SERVICES	sterilization	$ 80.00
	4817	VETERINARY CENTER OF LIBERTY	543591	03/02/2026	ANIMAL CONTROL		100-24006-000-0000 00	RESERVE-ANIMAL SHELTER	euthanasia	$ 45.00
	4817	VETERINARY CENTER OF LIBERTY	543591	03/02/2026	ANIMAL CONTROL		100-24006-000-0000 00	RESERVE-ANIMAL SHELTER	rabies vaccine	$ 20.55
	4817	VETERINARY CENTER OF LIBERTY	543591	03/02/2026	ANIMAL CONTROL		100-24006-000-0000 00	RESERVE-ANIMAL SHELTER	rabies vaccine	$ 20.55
	4817	VETERINARY CENTER OF LIBERTY	543591	03/02/2026	ANIMAL CONTROL		100-24006-000-0000 00	RESERVE-ANIMAL SHELTER	rabies vaccine	$ 20.55
CHECK TOTAL FOR CHECK NUMBER 194804										**$ 501.57**

**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										
194805; 03/06/2026; Outstanding; null										
	4908	AMERICAN DIGITAL SECURITY LLC	INV0049495	03/01/2026	PUBLIC WORKS		100-57019-203-000000	BUILDING MAINTENANCE	ST Alarm Monitoring	$ 24.95
	4908	AMERICAN DIGITAL SECURITY LLC	INV0048996	02/20/2026	UTILITIES		590-57019-801-000000	BUILDING MAINTENANCE	ID Card Reader Warm/Cold Storage Building	$ 115.14
	4908	AMERICAN DIGITAL SECURITY LLC	INV0048996	02/20/2026	UTILITIES		591-57019-901-000000	BUILDING MAINTENANCE	ID Card Reader Warm/Cold Storage Building	$ 115.14
	4908	AMERICAN DIGITAL SECURITY LLC	INV0048996	02/20/2026	UTILITIES		591-57019-902-000000	BUILDING MAINTENANCE	ID Card Reader Warm/Cold Storage Building	$ 115.15
	4908	AMERICAN DIGITAL SECURITY LLC	INV0049191	03/01/2026	ANIMAL CONTROL		100-57015-165-000000	FACILITIES SECURITY MAINT	security maintenance	$ 48.95
CHECK TOTAL FOR CHECK NUMBER 194805										**$ 419.33**
194806; 03/06/2026; Outstanding; null										
	5016	INTERSTATE BATTERIES	1904399020651	02/26/2026	POLICE		100-53000-501-000000	GENERAL SUPPLIES	Batteries	$ 226.83
CHECK TOTAL FOR CHECK NUMBER 194806										**$ 226.83**
194807; 03/06/2026; Outstanding; null										
	5257	NATHAN JONES	2/26/2026	02/26/2026	PARKS & RECREATION		465-55056-410-000000	SEMI-PRIVATE SWIM LESSONS		$ 52.00
CHECK TOTAL FOR CHECK NUMBER 194807										**$ 52.00**
194808; 03/06/2026; Outstanding; null										
	5268	IDEKER INC	29135	02/19/2026	PUBLIC WORKS		351-57032-201-000000	GRAVEL/ROCK-STREET REPAIRS	ST Rock	$ 569.01
	5268	IDEKER INC	29130	02/18/2026	PUBLIC WORKS		351-57032-201-000000	GRAVEL/ROCK-STREET REPAIRS	ST Rock	$ 665.01
CHECK TOTAL FOR CHECK NUMBER 194808										**$ 1,234.02**

**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										
194809; 03/06/2026; Outstanding; null										
	5323	VISIT KC	48136	03/03/2026	TRANSIENT GUEST TAX		244-55028-119-000000	ADVERTISING	VisitKC Travel Newsletter ads	$ 2,000.00
CHECK TOTAL FOR CHECK NUMBER 194809										**$ 2,000.00**
194810; 03/06/2026; Outstanding; null										
	5351	GOODYEAR TIRE DISTRIBUTION CTR	0000043790	02/26/2026	POLICE		100-57009-501-000000	VEHICLE MAINTENANCE	Tires (24)	$ 3,012.00
CHECK TOTAL FOR CHECK NUMBER 194810										**$ 3,012.00**
194811; 03/06/2026; Outstanding; null										
	5394	GALL'S INC	034223802	02/26/2026	FIRE		100-59014-301-000000	CLOTHING EXPENSES	Fire uniforms	$ 77.82
	5394	GALL'S INC	034193913	02/24/2026	FIRE		100-59014-301-000000	CLOTHING EXPENSES	Fire uniforms	$ 90.39
	5394	GALL'S INC	034208420	02/25/2026	FIRE		100-59014-301-000000	CLOTHING EXPENSES	Fire uniforms	$ 188.88
	5394	GALL'S INC	034208407	02/25/2026	FIRE		100-59014-301-000000	CLOTHING EXPENSES	Fire uniforms	$ 21.68
	5394	GALL'S INC	034197293	02/24/2026	FIRE		100-59014-301-000000	CLOTHING EXPENSES	Fire uniforms	$ 211.78
	5394	GALL'S INC	034193955	02/24/2026	FIRE		100-59014-301-000000	CLOTHING EXPENSES	Fire uniforms	$ 94.44
	5394	GALL'S INC	034177765	02/23/2026	FIRE		100-59014-301-000000	CLOTHING EXPENSES	Fire uniforms	$ 20.39
	5394	GALL'S INC	034223803	02/26/2026	FIRE		100-59014-301-000000	CLOTHING EXPENSES	Fire uniforms	$ 85.85
CHECK TOTAL FOR CHECK NUMBER 194811										**$ 791.23**

**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										
194812; 03/06/2026; Outstanding; null										
	5460	VALVOLINE LLC	118442	02/27/2026	PUBLIC WORKS		100-57009-201-000000	VEHICLE MAINTENANCE	Oil & Filter Chg - Unit 726	$ 154.88
	5460	VALVOLINE LLC	118429	02/27/2026	PUBLIC WORKS		100-57009-203-000000	VEHICLE MAINTENANCE	Oil & Filter Chg - VIN 06619	$ 132.90
	5460	VALVOLINE LLC	116854	02/03/2026	UTILITIES		590-57009-801-000000	VEHICLE MAINTENANCE	Serviced Vehicle #404	$ 69.99
CHECK TOTAL FOR CHECK NUMBER 194812										**$ 357.77**
194813; 03/06/2026; Outstanding; null										
	5470	CCL SUPPLY	SO038640	12/03/2025	FIRE		100-53004-301-000000	VEHICLE SUPPLIES	Fire vehicle cleaner	$ 399.40
CHECK TOTAL FOR CHECK NUMBER 194813										**$ 399.40**
194814; 03/06/2026; Outstanding; null										
	5482	ALTERATIONS & CUSTOM SEWING ST	2494	02/25/2026	POLICE		100-59014-501-000000	CLOTHING EXPENSES	Mulch Jacket	$ 320.47
	5482	ALTERATIONS & CUSTOM SEWING ST	2482	02/24/2026	POLICE		100-59014-501-000000	CLOTHING EXPENSES	Sergeant Badge	$ 155.00
	5482	ALTERATIONS & CUSTOM SEWING ST	2485	02/24/2026	POLICE		100-59014-501-000000	CLOTHING EXPENSES	Name Plates (Jobe, Zeller)	$ 38.00
	5482	ALTERATIONS & CUSTOM SEWING ST	2509	02/26/2026	POLICE		100-59014-501-000000	CLOTHING EXPENSES	Kolek Pants	$ 279.98
	5482	ALTERATIONS & CUSTOM SEWING ST	1402	11/07/2025	POLICE		100-59014-501-000000	CLOTHING EXPENSES	Callaway Class A Pant	$ 141.99
	5482	ALTERATIONS & CUSTOM SEWING ST	2531	02/26/2026	POLICE		100-59014-501-000000	CLOTHING EXPENSES	Naylor Uniforms	$ 466.95
	5482	ALTERATIONS & CUSTOM SEWING ST	6858	09/29/2025	ANIMAL CONTROL		100-59014-165-000000	CLOTHING EXPENSES	Graybill uniform items	$ 658.00
CHECK TOTAL FOR CHECK NUMBER 194814										**$ 2,060.39**

**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										
194815; 03/06/2026; Outstanding; null										
	5626	WEX BANK	110958430	02/28/2026	NONE		100-12023-000-000000	INVENTORY-GASOLINE		$ 23,606.46
CHECK TOTAL FOR CHECK NUMBER 194815										**$ 23,606.46**
194816; 03/06/2026; Outstanding; null										
Acct #50C00090	5662	SUMNERONE INC	4542931	02/27/2026	FINANCE		100-53000-130-000000	GENERAL SUPPLIES	HP 89A Black Toner	$ 40.67
Acct #50C00090	5662	SUMNERONE INC	4542931	02/27/2026	FINANCE		591-53000-131-000000	GENERAL SUPPLIES	HP 89A Black Toner	$ 40.66
Acct #50C00090	5662	SUMNERONE INC	4542931	02/27/2026	FINANCE		590-53000-131-000000	GENERAL SUPPLIES	HP 89A Black Toner	$ 40.67
CHECK TOTAL FOR CHECK NUMBER 194816										**$ 122.00**
194817; 03/06/2026; Outstanding; null										
Acct #0001539	5670	CLAYTON PAPER & DISTRIBUTION	014315	02/12/2026	FINANCE		100-13002-000-000000	INVENTORY-CENTRAL SUPPLY	White Paper	$ 684.00
CHECK TOTAL FOR CHECK NUMBER 194817										**$ 684.00**
194818; 03/06/2026; Outstanding; null										
	5694	RUSSELL FRICK	752369	02/20/2026	UTILITIES		590-57004-801-000000	MAINS & LINES MAINTENANCE	Dirt - Attic Storage Vault	$ 540.00
CHECK TOTAL FOR CHECK NUMBER 194818										**$ 540.00**
194819; 03/06/2026; Outstanding; null										
	5761	MISSISSIPPI LIME CO INC	CD180294	02/27/2026	UTILITIES-PO		590-53009-802-000000	CHEMICALS	Hydrated Lime, truck delivery charges, fuel surcharge	$ 9,904.92
	5761	MISSISSIPPI LIME CO INC	CD179947	02/26/2026	UTILITIES-PO		590-53009-802-000000	CHEMICALS	Hydrated Lime, truck delivery charges, fuel surcharge	$ 8,673.76
CHECK TOTAL FOR CHECK NUMBER 194819										**$ 18,578.68**

**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										
194820; 03/06/2026; Outstanding; null										
	5761	MISSISSIPPI LIME CO INC	CD178725	02/23/2026	UTILITIES-PO		590-53009-802-000000	CHEMICALS	Hydrated Lime, truck delivery charges, fuel surcharge	$ 10,539.86
CHECK TOTAL FOR CHECK NUMBER 194820										**$ 10,539.86**
194821; 03/06/2026; Outstanding; null										
	5913	LUEBBERT ENGINEERING	2026-1	02/25/2026	PUB WRKS-PO		351-55049-201-000000	NPDES EXPENSES	Purchase Order for Professional Services Performed by Luebbert Engineering	$ 1,485.00
CHECK TOTAL FOR CHECK NUMBER 194821										**$ 1,485.00**
194822; 03/06/2026; Outstanding; null										
	5921	FLEX MADE EASY	LIB FEB 2026	02/27/2026	FINANCE		100-55044-140-000000	MISCELLANEOUS FEES	Flex Spending Acct Fees - Feb	$ 50.00
CHECK TOTAL FOR CHECK NUMBER 194822										**$ 50.00**
194823; 03/06/2026; Outstanding; null										
	6014	ZOLL MEDICAL CORPORATION	4433167	02/17/2026	FIRE		100-53001-302-000000	MEDICAL SUPPLIES	Fire medical supplies	$ 248.20
CHECK TOTAL FOR CHECK NUMBER 194823										**$ 248.20**
194824; 03/06/2026; Outstanding; null										
	6018	HDR ENGINEERING INC	1200806344	03/04/2026	PUB WRKS-PO		351-70023-201-000000	PROJECT CONTINGENCIES	Professional Design Services	$ 982.52
CHECK TOTAL FOR CHECK NUMBER 194824										**$ 982.52**
194825; 03/06/2026; Cleared; 03/06/2026										
	6085	BRIXMOR SPE 5 LLC	MARCH2026	03/04/2026	NONE		605-55044-618-000000	MISCELLANEOUS FEES	MARCH 2026 PYMT	$ 25,400.97
	6085	BRIXMOR SPE 5 LLC	MARCH2026	03/04/2026	NONE		605-55008-618-000000	ADMINISTRATIVE FEES	MARCH ADMIN FEE	$ 269.50
	6085	BRIXMOR SPE 5 LLC	MARCH2026	03/04/2026	NONE		100-48028-000-000000	TIF ADMINISTRATIVE FEE	MARCH ADMIN FEE	$ (269.50)
CHECK TOTAL FOR CHECK NUMBER 194825										**$ 25,400.97**

**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										
194826; 03/06/2026; Outstanding; null										
	6196	AMERIGLASS CLEANING INC	199060	03/02/2026	FIRE		100-57019-300-000000	BUILDING MAINTENANCE	Fire window cleaning	$ 80.00
CHECK TOTAL FOR CHECK NUMBER 194826										**$ 80.00**
194827; 03/06/2026; Outstanding; null										
	6275	KIMBALL MIDWEST INC 1	104214164	02/24/2026	UTILITIES		591-57004-901-000000	MAINS & LINES MAINTENANCE	Misc Inventory	$ 127.75
	6275	KIMBALL MIDWEST INC 1	104214164	02/24/2026	UTILITIES		590-57004-801-000000	MAINS & LINES MAINTENANCE	Misc Inventory	$ 127.75
CHECK TOTAL FOR CHECK NUMBER 194827										**$ 255.50**
194828; 03/06/2026; Outstanding; null										
	6305	HELGET GAS PRODUCTS	0002485138	02/28/2026	FIRE		100-53009-302-000000	CHEMICALS	Fire oxygen	$ 46.28
	6305	HELGET GAS PRODUCTS	0003104737	02/23/2026	FIRE		100-53009-302-000000	CHEMICALS	Fire oxygen	$ 30.48
CHECK TOTAL FOR CHECK NUMBER 194828										**$ 76.76**

**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										
194829; 03/06/2026; Outstanding; null										
	6333	PROFESSIONAL PEST SOLUTIONS	15104	02/26/2026	FIRE		100-55025-300-000000	PEST CONTROL/ MOPS	Fire pest control	$ 30.00
	6333	PROFESSIONAL PEST SOLUTIONS	15105	02/26/2026	FIRE		100-55025-300-000000	PEST CONTROL/ MOPS	Fire pest control	$ 30.00
	6333	PROFESSIONAL PEST SOLUTIONS	15106	02/26/2026	FIRE		100-55025-300-000000	PEST CONTROL/ MOPS	Fire pest control	$ 30.00
	6333	PROFESSIONAL PEST SOLUTIONS	15107	02/26/2026	PUBLIC WORKS		100-57019-203-000000	BUILDING MAINTENANCE	ST Pest Control Feb. 2026	$ 43.00
	6333	PROFESSIONAL PEST SOLUTIONS	15109	02/26/2026	UTILITIES		590-57019-801-000000	BUILDING MAINTENANCE	Pest Control - February 2026	$ 22.50
	6333	PROFESSIONAL PEST SOLUTIONS	15109	02/26/2026	UTILITIES		591-57019-901-000000	BUILDING MAINTENANCE	Pest Control - February 2026	$ 22.50
	6333	PROFESSIONAL PEST SOLUTIONS	15110	02/26/2026	ANIMAL CONTROL		100-57019-165-000000	BUILDING MAINTENANCE	pest control	$ 60.00
CHECK TOTAL FOR CHECK NUMBER 194829										**$ 238.00**
194830; 03/06/2026; Outstanding; null										
	6369	FISH WINDOW CLEANING	2642-104055	02/25/2026	PUBLIC WORKS		100-57020-202-000000	FACILITIES MAINTENANCE	City Hall Window Cleaning	$ 80.00
CHECK TOTAL FOR CHECK NUMBER 194830										**$ 80.00**
194831; 03/06/2026; Outstanding; null										
	6410	CONVERGEONE INC	INV1113377	02/18/2026	TECH & LOGISTICS		100-57029-170-000000	TELEPHONE SYSTEM MAINTENANCE	redsky	$ 300.00
CHECK TOTAL FOR CHECK NUMBER 194831										**$ 300.00**

**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										
194832; 03/06/2026; Outstanding; null										
	6438	NATL FIRE SUPPRESSION	NAT055988	02/26/2026	UTILITIES		591-57019-901-000000	BUILDING MAINTENANCE	Annual Inspection	$ 293.33
	6438	NATL FIRE SUPPRESSION	NAT055988	02/26/2026	UTILITIES		590-57019-801-000000	BUILDING MAINTENANCE	Annual Inspection	$ 293.34
	6438	NATL FIRE SUPPRESSION	NAT055988	02/26/2026	UTILITIES		591-57019-902-000000	BUILDING MAINTENANCE	Annual Inspection	$ 293.33
CHECK TOTAL FOR CHECK NUMBER 194832										**$ 880.00**
194833; 03/06/2026; Outstanding; null										
	6539	MARMIC FIRE & SAFETY CO INC	D569641	02/25/2026	PUBLIC WORKS		100-57020-202-000000	FACILITIES MAINTENANCE	Fire System Inspection - Mill St	$ 684.00
CHECK TOTAL FOR CHECK NUMBER 194833										**$ 684.00**
194834; 03/06/2026; Outstanding; null										
	6547	EDWARDS CHEMICALS	IN234104	02/27/2026	PARKS & RECREATION		465-53009-420-000000	CHEMICALS	Pool chemical order 2.27.26	$ 1,858.00
CHECK TOTAL FOR CHECK NUMBER 194834										**$ 1,858.00**
194835; 03/06/2026; Outstanding; null										
	6591	SGI	3	02/28/2026	UTILITIES-PO		593-20003-000-000000	RETAINAGE PAYABLE	RETAINAGE	$ (16,325.00)
	6591	SGI	3	02/28/2026	UTILITIES-PO		593-70016-901-000000	BUILDING IMPROVEMENTS	Renovation of Utilities Storage Building	$ 163,250.00
CHECK TOTAL FOR CHECK NUMBER 194835										**$ 146,925.00**
194836; 03/06/2026; Outstanding; null										
	6674	SWANK MOTION PICTURES INC	2715689	02/26/2026	TRANSIENT GUEST TAX		244-59005-119-000000	SPECIAL EVENTS	Movie License for Poolside Palooza on 5/29/2026	$ 525.00
CHECK TOTAL FOR CHECK NUMBER 194836										**$ 525.00**

**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										
194837; 03/06/2026; Outstanding; null										
	7463	COMMENCE CORP	8276	02/20/2026	PARKS & RECREATION		465-55044-420-000000	MISCELLANEOUS FEES	annual software renewal fees	$ 1,404.00
CHECK TOTAL FOR CHECK NUMBER 194837										**$ 1,404.00**
194838; 03/06/2026; Cleared; 03/06/2026										
Please deposit payment to Bradley Boones Commerce Bank acco	7562	BRADLEY JASON BOONE	093	02/23/2026	IT-CONTRACT		100-55041-170-000000	CONTRACT LABOR	Brad Boone - ISO	$ 8,836.37
CHECK TOTAL FOR CHECK NUMBER 194838										**$ 8,836.37**
194839; 03/06/2026; Outstanding; null										
State of the City Luncheon	8208	LIBERTY AREA CHAMBER OF COMMER	39947	02/11/2026	ADMINISTRATION		100-59004-110-000000	MEETING EXPENSE	State of the City Luncheon	$ 1,260.00
State of the City Luncheon	8208	LIBERTY AREA CHAMBER OF COMMER	40013	02/24/2026	ADMINISTRATION		100-59004-110-000000	MEETING EXPENSE	State of the City Luncheon	$ 70.00
State of the City Luncheon	8208	LIBERTY AREA CHAMBER OF COMMER	40005	02/23/2026	ADMINISTRATION		100-59004-110-000000	MEETING EXPENSE	State of the City Luncheon	$ 70.00
CHECK TOTAL FOR CHECK NUMBER 194839										**$ 1,400.00**
194840; 03/06/2026; Outstanding; null										
3-0468-0011069	8397	REPUBLIC SERVICES #468	FEB 2026	02/27/2026	NONE		595-55032-205-000000	REFUSE COLLECTION FEES	Recycling Collection	$ 87,920.88
3-0468-0011069	8397	REPUBLIC SERVICES #468	FEB 2026	02/27/2026	NONE		595-55032-205-000000	REFUSE COLLECTION FEES	Solid Waste	$ 142,871.43
CHECK TOTAL FOR CHECK NUMBER 194840										**$ 230,792.31**
194841; 03/06/2026; Outstanding; null										
Meter Reads	8612	MIDWEST OFFICE TECHNOLOGY INC	INST493338	02/27/2026	ADMINISTRATION		100-53031-110-000000	COPIER LEASE & USAGE	Meter Reads	$ 163.46
CHECK TOTAL FOR CHECK NUMBER 194841										**$ 163.46**

**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										
194842; 03/06/2026; Outstanding; null										
Split across accounts according to the attached breakdown	8933	VERIZON	6135628164	02/09/2026	TECH & LOGISTICS		591-56007-902-000000	MOBILE PHONES	WASTEWATER-TREAT	$ 311.56
Split across accounts according to the attached breakdown	8933	VERIZON	6135628164	02/09/2026	TECH & LOGISTICS		460-56007-400-000000	MOBILE PHONES	PARKS-ADMIN	$ 308.04
Split across accounts according to the attached breakdown	8933	VERIZON	6135628164	02/09/2026	TECH & LOGISTICS		100-56007-302-000000	MOBILE PHONES	FIRE	$ 400.27
Split across accounts according to the attached breakdown	8933	VERIZON	6135628164	02/09/2026	TECH & LOGISTICS		100-57018-511-000000	MISC EQUIPMENT MAINT	PD	$ 80.02
Split across accounts according to the attached breakdown	8933	VERIZON	6135628164	02/09/2026	TECH & LOGISTICS		100-56007-170-000000	MOBILE PHONES	verizon - IT	$ 3,337.90
Split across accounts according to the attached breakdown	8933	VERIZON	6135628164	02/09/2026	TECH & LOGISTICS		461-56007-451-000000	MOBILE PHONES	PARKS-SPORTS	$ 435.73
Split across accounts according to the attached breakdown	8933	VERIZON	6135628164	02/09/2026	TECH & LOGISTICS		460-56007-403-000000	MOBILE PHONES	PARKS-MAINT	$ 76.26
Split across accounts according to the attached breakdown	8933	VERIZON	6135628164	02/09/2026	TECH & LOGISTICS		465-56007-420-000000	MOBILE PHONES	PARKS-LCC	$ 154.52
Split across accounts according to the attached breakdown	8933	VERIZON	6135628164	02/09/2026	TECH & LOGISTICS		100-56007-480-000000	MOBILE PHONES	PARKS-COM SVC	$ 38.63

**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										
194842; 03/06/2026; Outstanding; null										
Split across accounts according to the attached breakdown	8933	VERIZON	6135628164	02/09/2026	TECH & LOGISTICS		591-56007-901-000000	MOBILE PHONES	WASTEWATER-MAINT	$ 1,282.37
Split across accounts according to the attached breakdown	8933	VERIZON	6135628164	02/09/2026	TECH & LOGISTICS		591-56007-131-000000	MOBILE PHONES	UTILITIES/ WASTEWATER-UTIL BILLING	$ 382.30
Split across accounts according to the attached breakdown	8933	VERIZON	6135628164	02/09/2026	TECH & LOGISTICS		591-56007-903-000000	MOBILE PHONES	WASTEWATER-ADMIN	$ 76.34
Split across accounts according to the attached breakdown	8933	VERIZON	6135628164	02/09/2026	TECH & LOGISTICS		100-56007-482-000000	MOBILE PHONES	PARKS-TRANS	$ 161.80
Split across accounts according to the attached breakdown	8933	VERIZON	6135628164	02/09/2026	TECH & LOGISTICS		590-56007-802-000000	MOBILE PHONES	WATER-SUPPLY	$ 402.36
Split across accounts according to the attached breakdown	8933	VERIZON	6135628164	02/09/2026	TECH & LOGISTICS		590-56007-803-000000	MOBILE PHONES	WATER SUPPLY ADMIN	$ 37.63
CHECK TOTAL FOR CHECK NUMBER 194842										**$ 7,485.73**
194843; 03/06/2026; Outstanding; null										
	8968	MATTHEW KELLOGG	3/15-3/18/26	02/27/2026	FINANCE		105-54000-501-000000	TRAINING TRAVEL	Central Square Conf	$ 224.00
CHECK TOTAL FOR CHECK NUMBER 194843										**$ 224.00**
194844; 03/06/2026; Outstanding; null										
	999999	Kyle Schmitt	2689468	03/03/2026	PARKS & RECREATION		460-20010-000-000000	REFUNDS PAYABLE	Shelter rental refund - customer double charged	$ 90.00
CHECK TOTAL FOR CHECK NUMBER 194844										**$ 90.00**

**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										
194845; 03/06/2026; Outstanding; null										
102_0116000_004 Utility Billing Refund	999999	IVAN VELASCO	U1020116000004A	02/26/2026	-		590-20019-000-000000	WATER REFUNDS	Utility Billing	$ 101.99
CHECK TOTAL FOR CHECK NUMBER 194845										**$ 101.99**
194846; 03/06/2026; Outstanding; null										
119_0120000_002 Utility Billing Refund	999999	BROOKLYN SHIELDS	U1190120000002A	02/26/2026	-		590-20019-000-000000	WATER REFUNDS	Utility Billing	$ 65.39
CHECK TOTAL FOR CHECK NUMBER 194846										**$ 65.39**
194847; 03/06/2026; Outstanding; null										
122_0532000_006 Utility Billing Refund	999999	JORDYN POLSON	U1220532000006A	02/26/2026	-		590-20019-000-000000	WATER REFUNDS	Utility Billing	$ 75.62
CHECK TOTAL FOR CHECK NUMBER 194847										**$ 75.62**
194848; 03/06/2026; Outstanding; null										
128_0110000_026 Utility Billing Refund	999999	LILLIAN SHAW/ AMANDA SHAW/	U1280110000026A	02/26/2026	-		590-20019-000-000000	WATER REFUNDS	Utility Billing	$ 103.59
CHECK TOTAL FOR CHECK NUMBER 194848										**$ 103.59**
194849; 03/06/2026; Outstanding; null										
207_0012000_001 Utility Billing Refund	999999	GARY & SHANNON MILLER	U2070012000001A	02/26/2026	-		590-20019-000-000000	WATER REFUNDS	Utility Billing	$ 29.62
CHECK TOTAL FOR CHECK NUMBER 194849										**$ 29.62**
194850; 03/06/2026; Outstanding; null										
226_0715000_013 Utility Billing Refund	999999	WILD CHILD II LLC	U2260715000013A	02/26/2026	-		590-20019-000-000000	WATER REFUNDS	Utility Billing	$ 86.87
CHECK TOTAL FOR CHECK NUMBER 194850										**$ 86.87**
194851; 03/06/2026; Outstanding; null										
	1130	SHELBY SPURLOCK	3/15-3/18/26	02/27/2026	FINANCE		105-54000-501-000000	TRAINING TRAVEL	Public Safety Comm Conf	$ 172.00
CHECK TOTAL FOR CHECK NUMBER 194851										**$ 172.00**
Grand Total:										**$ 843,218.93**

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

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.

MARCH 13, 2026

AP List Checks Invoices

Check Type: All; **Check Date between:** 03/12/2026 and 03/13/2026;

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										
194852; 03/13/2026; Outstanding; null										
	16	TELEFLEX LLC	9510661644	10/13/2025	FIRE		100-53001-302-000000	MEDICAL SUPPLIES	Fire medical supplies	$ 1,330.00
CHECK TOTAL FOR CHECK NUMBER 194852										**$ 1,330.00**
194853; 03/13/2026; Outstanding; null										
	42	BRANDY ELECTRIC, INC.	4471	03/04/2026	PARKS & RECREATION		461-57048-451-000000	FIELD LIGHT MAINTENANCE	Light pole lights and repairs	$ 12,570.00
CHECK TOTAL FOR CHECK NUMBER 194853										**$ 12,570.00**
194854; 03/13/2026; Outstanding; null										
	73	MID-AMERICA REGIONAL COUNCIL	D-1-0005759	07/23/2025	PUB WRKS-PO		351-70023-201-000000	PROJECT CONTINGENCIES	Purchase Order for Payment of an Invoice to MARC for Grant Funding	$ 9,500.00
	73	MID-AMERICA REGIONAL COUNCIL	D-1-0005759	07/23/2025	PUB WRKS-PO		352-57034-201-000000	TRAFFIC SIGNAL UPGRADES	Purchase Order for Payment of an Invoice to MARC for Grant Funding	$ 6,400.00
	73	MID-AMERICA REGIONAL COUNCIL	D-1-0005759	07/23/2025	PUB WRKS-PO		352-57035-201-000000	BRIDGE MAINT REPLC PROJ	Purchase Order for Payment of an Invoice to MARC for Grant Funding	$ 18,000.00
	73	MID-AMERICA REGIONAL COUNCIL	65250	02/13/2026	PUB WRKS-PO		100-57017-201-000000	STREET/TRAFFIC LIGHTS MAINT	Street/Traffic Light Maintenance for Operation Green Light	$ 4,800.00
CHECK TOTAL FOR CHECK NUMBER 194854										**$ 38,700.00**
194855; 03/13/2026; Outstanding; null										
	186	PRIDE CLEANERS MJV-A LLC	333472-022826	03/02/2026	POLICE		100-59014-501-000000	CLOTHING EXPENSES	Uniform Cleaning	$ 485.42
	186	PRIDE CLEANERS MJV-A LLC	168997-022826	03/02/2026	POLICE		100-59014-501-000000	CLOTHING EXPENSES	Jail Laundry	$ 23.88
CHECK TOTAL FOR CHECK NUMBER 194855										**$ 509.30**

**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										
194856; 03/13/2026; Outstanding; null										
	460	STRATUS BUILDING SOLUTIONS	8399494	03/01/2026	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 194856										**$ 4,515.00**
194857; 03/13/2026; Outstanding; null										
	523	MERITAS OCCUPATIONAL MEDICINE	82667	03/02/2026	HR & RISK MGMT		100-55029-140-000000	RECRUITMENT EXPENSES	Pre-employment testing & drug screening	$ 668.00
CHECK TOTAL FOR CHECK NUMBER 194857										**$ 668.00**
194858; 03/13/2026; Outstanding; null										
Fire Service Leadership	549	STEVE EPPERSON	3/17-3/19/26	03/05/2026	FINANCE		100-54004-303-000000	TRAINING COSTS	Fire Service Leadership	$ 381.70
CHECK TOTAL FOR CHECK NUMBER 194858										**$ 381.70**
194859; 03/13/2026; Outstanding; null										
	582	MIDWAY FORD TRUCK CENTER INC	R100500834:01A	02/25/2026	FIRE		100-57009-302-000000	VEHICLE MAINTENANCE	Fire #627 exhaust system repair	$ 5,815.92
CHECK TOTAL FOR CHECK NUMBER 194859										**$ 5,815.92**
194860; 03/13/2026; Outstanding; null										
	616	COLE CHRISTOPHER BRYANT	3/5/2026	03/05/2026	PARKS & RECREATION		465-55058-410-000000	PRIVATE SWIMMING LESSONS		$ 102.00
CHECK TOTAL FOR CHECK NUMBER 194860										**$ 102.00**
194861; 03/13/2026; Outstanding; null										
	669	MYRICK MECHANICAL	3537	03/02/2026	UTILITIES		590-57005-802-000000	WATER PLANT MAINTENANCE	WTP - Lime Silo Heater Troubleshoot	$ 273.00
CHECK TOTAL FOR CHECK NUMBER 194861										**$ 273.00**

**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										
194862; 03/13/2026; Outstanding; null										
	690	LIBERTY HOSPITAL URGENT CARE	00138689-00	02/05/2026	HR & RISK MGMT		100-55029-140-000000	RECRUITMENT EXPENSES	Pre-employment testing & drug screening	$ 755.00
	690	LIBERTY HOSPITAL URGENT CARE	00138821-00	02/26/2026	HR & RISK MGMT		100-55029-140-000000	RECRUITMENT EXPENSES	Pre-employment drug screen	$ 69.00
CHECK TOTAL FOR CHECK NUMBER 194862										**$ 824.00**
194863; 03/13/2026; Outstanding; null										
	726	AGC ENGINEERS INC	02-2026-02	02/28/2026	PUB WRKS-PO		351-70018-201-000000	CONSTRUCTION ENGINEERING	Belmont Street Storm Sewer	$ 9,105.70
CHECK TOTAL FOR CHECK NUMBER 194863										**$ 9,105.70**
194864; 03/13/2026; Outstanding; null										
	728	CHERRYROAD MEDIA INC	FEB 2026	02/22/2026	FINANCE		100-53000-130-000000	GENERAL SUPPLIES	Fin Subscript Feb 2026	$ 51.00
CHECK TOTAL FOR CHECK NUMBER 194864										**$ 51.00**
194865; 03/13/2026; Outstanding; null										
Fire Service Leadership	764	DAVID CROSSLEY	3/17-3/19/26	03/05/2026	FINANCE		100-54004-303-000000	TRAINING COSTS	Fire Service Leadership	$ 349.80
CHECK TOTAL FOR CHECK NUMBER 194865										**$ 349.80**
194866; 03/13/2026; Outstanding; null										
	781	TEKLAB, INC.	342425	03/10/2026	UTILITIES-PO		591-55020-902-000000	LAB FEES	Lab Fees	$ 484.55
CHECK TOTAL FOR CHECK NUMBER 194866										**$ 484.55**
194867; 03/13/2026; Outstanding; null										
	840	MAX10 MO LLC	00183575	03/01/2026	PUB WRKS-PO		100-55041-202-000000	CONTRACT LABOR	Monthly Janitorial Services for City Facilities	$ 6,434.00
CHECK TOTAL FOR CHECK NUMBER 194867										**$ 6,434.00**

**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										
194868; 03/13/2026; Outstanding; null										
	875	STRICKLAND BROTHERS 10 MIN OIL	00589-30402	03/08/2026	POLICE		100-57009-501-000000	VEHICLE MAINTENANCE	210 Oil Change	$ 47.97
CHECK TOTAL FOR CHECK NUMBER 194868										**$ 47.97**
194869; 03/13/2026; Outstanding; null										
	908	MAXIMUM SECIRITY, INC	6238	03/06/2026	UTILITIES		590-57019-801-000000	BUILDING MAINTENANCE	Fire Extinguishers Inspections	$ 383.21
	908	MAXIMUM SECIRITY, INC	6233	03/06/2026	UTILITIES		590-59020-802-000000	SAFETY EQUIPMENT	WTP - Fire Extinguisher Inspections	$ 559.90
	908	MAXIMUM SECIRITY, INC	6244	03/06/2026	UTILITIES		591-57005-902-000000	WATER PLANT MAINTENANCE	WWTP - Fire Extinguisher Inspections	$ 758.75
	908	MAXIMUM SECIRITY, INC	6238	03/06/2026	UTILITIES		591-57019-901-000000	BUILDING MAINTENANCE	Fire Extinguishers Inspections	$ 383.22
CHECK TOTAL FOR CHECK NUMBER 194869										**$ 2,085.08**

**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										
194870; 03/13/2026; Outstanding; null										
	940	ENTERPRISE FM TRUST	FBN5585688	03/04/2026	PARKS & REC-PO		593-60008-901-000000	VEHICLE/EQUIPMENT LEASE	One 2025 Ford Ranger XLT Supercrew (Utilities) lease	$ 0.00
	940	ENTERPRISE FM TRUST	FBN5585688	03/04/2026	PARKS & REC-PO		592-60008-801-000000	VEHICLE/EQUIPMENT LEASE	One 2025 Ford Ranger XLT Supercrew (Utilities) lease	$ 0.00
	940	ENTERPRISE FM TRUST	FBN5585688	03/04/2026	PARKS & REC-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	$ 3,043.01
	940	ENTERPRISE FM TRUST	FBN5585744	03/04/2026	UTILITIES-PO		593-60008-901-000000	VEHICLE/EQUIPMENT LEASE	One 2025 Ford Ranger XLT Supercrew (Utilities) lease	$ 351.30
	940	ENTERPRISE FM TRUST	FBN5585744	03/04/2026	UTILITIES-PO		592-60008-801-000000	VEHICLE/EQUIPMENT LEASE	One 2025 Ford Ranger XLT Supercrew (Utilities) lease	$ 351.29
	940	ENTERPRISE FM TRUST	FBN5585744	03/04/2026	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
CHECK TOTAL FOR CHECK NUMBER 194870										**$ 3,745.60**
194871; 03/13/2026; Outstanding; null										
	963	T-MOBILE USA INC.	FEBRUARY 2026	03/10/2026	POLICE		100-57030-512-000000	SOFTWARE MAINTENANCE	Phone Services	$ 1,174.11
CHECK TOTAL FOR CHECK NUMBER 194871										**$ 1,174.11**
194872; 03/13/2026; Outstanding; null										
	996	EMILY SEYMOUR	3/5/26	03/05/2026	PARKS & RECREATION		465-55061-410-000000	STARTS AND TURNS		$ 20.00
CHECK TOTAL FOR CHECK NUMBER 194872										**$ 20.00**

**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										
194873; 03/13/2026; Outstanding; null										
	997	PENNY LEWIS	3/5/26	03/05/2026	PARKS & RECREATION		465-55058-410-000000	PRIVATE SWIMMING LESSONS		$ 20.00
	997	PENNY LEWIS	3/5/26	03/05/2026	PARKS & RECREATION		465-55060-410-000000	SPECIALTY SWIM PROGRAMS		$ 25.00
	997	PENNY LEWIS	3/5/26	03/05/2026	PARKS & RECREATION		465-55054-410-000000	SWIM TEAM BASICS		$ 25.00
	997	PENNY LEWIS	3/5/26	03/05/2026	PARKS & RECREATION		465-55060-410-000000	SPECIALTY SWIM PROGRAMS		$ 100.00
CHECK TOTAL FOR CHECK NUMBER 194873										**$ 170.00**
194874; 03/13/2026; Outstanding; null										
	1009	LILLIAN BRYANT	3/5/26	03/05/2026	PARKS & RECREATION		465-55058-410-000000	PRIVATE SWIMMING LESSONS		$ 144.00
CHECK TOTAL FOR CHECK NUMBER 194874										**$ 144.00**
194875; 03/13/2026; Outstanding; null										
	1077	CAITLYN MCCARTHY	3/5/26	03/05/2026	PARKS & RECREATION		465-55060-410-000000	SPECIALTY SWIM PROGRAMS		$ 25.00
CHECK TOTAL FOR CHECK NUMBER 194875										**$ 25.00**
194876; 03/13/2026; Outstanding; null										
	1134	NATIONAL SIGN COMPANY, LLC	IN0001209	03/04/2026	UTILITIES		590-57004-801-000000	MAINS & LINES MAINTENANCE	3-way Barr Flashers	$ 358.60
CHECK TOTAL FOR CHECK NUMBER 194876										**$ 358.60**
194877; 03/13/2026; Outstanding; null										
	1135	POLICE RECORDS & INFO MGMT GRP	36870	03/10/2026	POLICE		100-57030-512-000000	SOFTWARE MAINTENANCE	PRI Training Package	$ 1,900.00
CHECK TOTAL FOR CHECK NUMBER 194877										**$ 1,900.00**
194878; 03/13/2026; Outstanding; null										
	1758	GEORGE BUTLER ASSOC INC	92211	03/09/2026	UTILITIES		592-70020-801-000000	CONSTRUCTION CONTRACT	Prairie St Project	$ 1,214.30
CHECK TOTAL FOR CHECK NUMBER 194878										**$ 1,214.30**

**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										
194879; 03/13/2026; Outstanding; null										
	2272	DREXEL TECHNOLOGIES	INV182830	02/26/2026	TECH & LOGISTICS		100-57012-170-000000	OFFICE EQUIPMENT MAINTENANCE	Mthly Plotter Maintenance (02/01/2026-02/28/2026)	$ 131.04
CHECK TOTAL FOR CHECK NUMBER 194879										**$ 131.04**
194880; 03/13/2026; Outstanding; null										
3 Gun Instr Course	2480	JOSHUA BODENHAMER	3/22-3/27/26	02/06/2026	FINANCE		100-54000-501-000000	TRAINING TRAVEL	3 Gun Instr Course	$ 374.00
CHECK TOTAL FOR CHECK NUMBER 194880										**$ 374.00**
194881; 03/13/2026; Outstanding; null										
	2767	K C WINWATER WORKS CO	359744-01	03/06/2026	UTILITIES		591-13001-000-000000	INVENTORY-MATERIALS/ SUPPLIES	Inventory Part - #512	$ 67.00
CHECK TOTAL FOR CHECK NUMBER 194881										**$ 67.00**
194882; 03/13/2026; Outstanding; null										
	2825	UNIFIRST CORPORATION	3281376970	03/09/2026	PARKS & RECREATION		465-57018-420-000000	MISC EQUIPMENT MAINT	Facility mats 3.9.26	$ 146.13
CHECK TOTAL FOR CHECK NUMBER 194882										**$ 146.13**
194883; 03/13/2026; Outstanding; null										
Cust #527657-320655	3552	K C MO WATER SERVICES	KC FEB-26	03/10/2026	FINANCE		591-55040-902-000000	SEWAGE TREATMENT SERVICES	128-0993500-002 WW Chgs	$ 2,602.53
CHECK TOTAL FOR CHECK NUMBER 194883										**$ 2,602.53**
194884; 03/13/2026; Outstanding; null										
	3598	RAINOUT LINE	4434	03/08/2026	PARKS & RECREATION		461-53003-451-000000	RECREATION SUPPLIES	Annual subscription	$ 133.00
	3598	RAINOUT LINE	4434	03/08/2026	PARKS & RECREATION		465-55044-420-000000	MISCELLANEOUS FEES	Annual subscription	$ 133.00
	3598	RAINOUT LINE	4434	03/08/2026	PARKS & RECREATION		460-55044-400-000000	MISCELLANEOUS FEES	Annual subscription	$ 133.00
CHECK TOTAL FOR CHECK NUMBER 194884										**$ 399.00**

**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										
194885; 03/13/2026; Outstanding; null										
	3867	RENNER SUPPLY COMPANY INC	INV579498	02/27/2026	PUBLIC WORKS		100-57019-203-000000	BUILDING MAINTENANCE	ST Bldg Maintenance	$ 360.00
CHECK TOTAL FOR CHECK NUMBER 194885										**$ 360.00**
194886; 03/13/2026; Outstanding; null										
	4424	CUMMINS SALES AND SERVICE	E3-260392792	03/04/2026	FIRE-PO		106-57014-300-000000	EMERGENCY MGT MAINTENANCE	Generator	$ 33,152.99
	4424	CUMMINS SALES AND SERVICE	H9-260283344	02/26/2026	PUB WRKS-PO		106-57014-300-000000	EMERGENCY MGT MAINTENANCE	Fire, Community Ctr and Water Tower Generator Maintenance	$ 307.28
	4424	CUMMINS SALES AND SERVICE	H9-260280924	02/10/2026	PUB WRKS-PO		591-57019-902-000000	BUILDING MAINTENANCE	Waste Water Treatment Plant Generator Maintenance	$ 1,350.88
CHECK TOTAL FOR CHECK NUMBER 194886										**$ 34,811.15**
194887; 03/13/2026; Outstanding; null										
	4445	CLAIRE GINETTE JACKSON	3/5/26	03/05/2026	PARKS & RECREATION		465-55058-410-000000	PRIVATE SWIMMING LESSONS		$ 114.00
CHECK TOTAL FOR CHECK NUMBER 194887										**$ 114.00**
194888; 03/13/2026; Outstanding; null										
	4460	JEFF ELLIS & ASSOC INC	20132661	03/09/2026	PARKS & RECREATION		465-55059-410-000000	LIFEGUARD TRAINING	New and original certifications	$ 1,110.00
CHECK TOTAL FOR CHECK NUMBER 194888										**$ 1,110.00**
194889; 03/13/2026; Outstanding; null										
	4482	OZARK READY-MIX COMPANY INC	73940	03/02/2026	PARKS & RECREATION		244-53022-119-000000	GRANT SUPPLIES	Mark Twain Pedestal	$ 293.91
CHECK TOTAL FOR CHECK NUMBER 194889										**$ 293.91**

**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										
194890; 03/13/2026; Outstanding; null										
	4505	EMBLEMS INC	51084	03/04/2026	POLICE		100-59014-501-000000	CLOTHING EXPENSES	Patches	$ 324.00
CHECK TOTAL FOR CHECK NUMBER 194890										**$ 324.00**
194891; 03/13/2026; Outstanding; null										
	4509	BLUE VALLEY PUBLIC SAFETY INC	19800	03/06/2026	FIRE		100-57014-300-000000	EMERGENCY MGT MAINTENANCE	Siren 8 Repairs	$ 1,711.00
CHECK TOTAL FOR CHECK NUMBER 194891										**$ 1,711.00**
194892; 03/13/2026; Outstanding; null										
	4693	LIBERTY AGGREGATES LLC	34535	02/28/2026	PARKS & RECREATION		461-59026-451-000000	MISCELLANEOUS EXPENSES	Gravel	$ 456.03
CHECK TOTAL FOR CHECK NUMBER 194892										**$ 456.03**
194893; 03/13/2026; Outstanding; null										
	4763	PRINTING UNLIMITED	74201	03/09/2026	POLICE		100-53032-501-000000	OUTSIDE PRINTING	Business Cards (Bledsoe, Siefker)	$ 116.00
	4763	PRINTING UNLIMITED	74262	03/09/2026	POLICE		100-53032-501-000000	OUTSIDE PRINTING	Business Cards (Smith)	$ 58.00
CHECK TOTAL FOR CHECK NUMBER 194893										**$ 174.00**
194894; 03/13/2026; Outstanding; null										
	4794	HARRIS ENT. RESOURCE PLANNING	GEMXT0000113	11/18/2025	FINANCE		100-53000-130-000000	GENERAL SUPPLIES	W-2's & Envelopes	$ 324.50
CHECK TOTAL FOR CHECK NUMBER 194894										**$ 324.50**

**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										
194895; 03/13/2026; Outstanding; null										
	4817	VETERINARY CENTER OF LIBERTY	24795	03/02/2026	ANIMAL CONTROL		100-55015-165-000000	VETERINARY SERVICES	sterilization	$ 80.00
	4817	VETERINARY CENTER OF LIBERTY	24633	03/03/2026	ANIMAL CONTROL		100-55015-165-000000	VETERINARY SERVICES	sterilization	$ 95.00
	4817	VETERINARY CENTER OF LIBERTY	542477	02/23/2026	ANIMAL CONTROL		100-24006-000-000000	RESERVE-ANIMAL SHELTER	Canine Rabies #24757	$ 20.55
	4817	VETERINARY CENTER OF LIBERTY	24792	03/10/2026	ANIMAL CONTROL		100-55015-165-000000	VETERINARY SERVICES	Canine Spay	$ 80.00
	4817	VETERINARY CENTER OF LIBERTY	24741	02/28/2026	ANIMAL CONTROL		100-55015-165-000000	VETERINARY SERVICES	Canine Neuter	$ 80.00
	4817	VETERINARY CENTER OF LIBERTY	544039	03/04/2026	ANIMAL CONTROL		100-24006-000-000000	RESERVE-ANIMAL SHELTER	euthanasia	$ 45.00
	4817	VETERINARY CENTER OF LIBERTY	544039	03/04/2026	ANIMAL CONTROL		100-24006-000-000000	RESERVE-ANIMAL SHELTER	rabies vaccine	$ 20.55
	4817	VETERINARY CENTER OF LIBERTY	544258	03/09/2026	ANIMAL CONTROL		100-24006-000-000000	RESERVE-ANIMAL SHELTER	Canine Rabies #24803	$ 20.55
	4817	VETERINARY CENTER OF LIBERTY	24793	03/07/2026	ANIMAL CONTROL		100-55015-165-000000	VETERINARY SERVICES	Canine Neuter	$ 80.00
	4817	VETERINARY CENTER OF LIBERTY	24816	03/08/2026	ANIMAL CONTROL		100-55015-165-000000	VETERINARY SERVICES	Canine Neuter	$ 80.00
	4817	VETERINARY CENTER OF LIBERTY	24817	03/09/2026	ANIMAL CONTROL		100-55015-165-000000	VETERINARY SERVICES	Canine Spay	$ 80.00
	4817	VETERINARY CENTER OF LIBERTY	24807	03/05/2026	ANIMAL CONTROL		100-55015-165-000000	VETERINARY SERVICES	Canine Spay	$ 60.00
	4817	VETERINARY CENTER OF LIBERTY	24803	03/04/2026	ANIMAL CONTROL		100-55015-165-000000	VETERINARY SERVICES	Canine Neuter	$ 80.00
	4817	VETERINARY CENTER OF LIBERTY	24780	02/05/2026	ANIMAL CONTROL		100-55015-165-000000	VETERINARY SERVICES	Canine Neuter	$ 80.00
	4817	VETERINARY CENTER OF LIBERTY	544258	03/09/2026	ANIMAL CONTROL		100-24006-000-000000	RESERVE-ANIMAL SHELTER	Feline Rabies #24807	$ 45.09
	4817	VETERINARY CENTER OF LIBERTY	542477	02/23/2026	ANIMAL CONTROL		100-24006-000-000000	RESERVE-ANIMAL SHELTER	Canine Rabies #24735	$ 20.55

**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										
194895; 03/13/2026; Outstanding; null										
	4817	VETERINARY CENTER OF LIBERTY	542477	02/23/2026	ANIMAL CONTROL		100-24006-000-000000	RESERVE-ANIMAL SHELTER	Medication for #24724	$ 23.15
CHECK TOTAL FOR CHECK NUMBER 194895										**$ 990.44**
194896; 03/13/2026; Outstanding; null										
	4846	VALIDITY SCREENING SOLUTIONS	264940	02/01/2026	HR & RISK MGMT		100-55029-140-000000	RECRUITMENT EXPENSES	Background checks	$ 84.00
CHECK TOTAL FOR CHECK NUMBER 194896										**$ 84.00**
194897; 03/13/2026; Outstanding; null										
	5194	TG TECHNICAL SERVICE	INV-000808	01/13/2026	UTILITIES-PO		593-70001-902-000000	CAPITAL EQUIPMENT	Gas Detection for Headworks	$ 24,320.60
CHECK TOTAL FOR CHECK NUMBER 194897										**$ 24,320.60**
194898; 03/13/2026; Outstanding; null										
	5203	FOSTER BROS WOOD PRODUCTS INC	43689	03/10/2026	PARKS & RECREATION		352-57022-403-000000	GROUNDS/ LANDSCAPING MAINT	Mulch	$ 1,756.00
CHECK TOTAL FOR CHECK NUMBER 194898										**$ 1,756.00**
194899; 03/13/2026; Outstanding; null										
	5394	GALL'S INC	034262180	03/02/2026	FIRE		100-59014-301-000000	CLOTHING EXPENSES	Fire uniforms	$ 11.17
	5394	GALL'S INC	034180423	02/23/2026	ANIMAL CONTROL		100-59014-165-000000	CLOTHING EXPENSES	Andrew Fincher Belt, Boots, and Asp	$ 201.48
CHECK TOTAL FOR CHECK NUMBER 194899										**$ 212.65**
194900; 03/13/2026; Outstanding; null										
	5442	ZIPCO CONTRACTING INC	26-126	03/05/2026	PARKS & RECREATION		465-57019-420-000000	BUILDING MAINTENANCE	Men's shower renovations	$ 4,950.00
CHECK TOTAL FOR CHECK NUMBER 194900										**$ 4,950.00**

**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										
194901; 03/13/2026; Outstanding; null										
	5460	VALVOLINE LLC	118770	03/04/2026	UTILITIES		591-57009-902-000000	VEHICLE MAINTENANCE	Service Vehicle #190	$ 100.07
CHECK TOTAL FOR CHECK NUMBER 194901										**$ 100.07**
194902; 03/13/2026; Outstanding; null										
	5482	ALTERATIONS & CUSTOM SEWING ST	2577	03/04/2026	POLICE		100-59014-501-000000	CLOTHING EXPENSES	Holden Alterations	$ 103.00
	5482	ALTERATIONS & CUSTOM SEWING ST	2595	03/05/2026	POLICE		100-59014-501-000000	CLOTHING EXPENSES	Tribble Uniforms	$ 98.99
	5482	ALTERATIONS & CUSTOM SEWING ST	2657	03/09/2026	POLICE		100-59014-501-000000	CLOTHING EXPENSES	Naylor Class A Shirt	$ 84.99
	5482	ALTERATIONS & CUSTOM SEWING ST	2658	03/09/2026	POLICE		100-59014-501-000000	CLOTHING EXPENSES	Frazee Class A Shirt	$ 84.99
	5482	ALTERATIONS & CUSTOM SEWING ST	2575	03/04/2026	POLICE		100-59014-501-000000	CLOTHING EXPENSES	Schwandt Pants	$ 180.00
	5482	ALTERATIONS & CUSTOM SEWING ST	2587	03/04/2026	POLICE		100-59014-501-000000	CLOTHING EXPENSES	Frazee Shirt	$ 98.99
	5482	ALTERATIONS & CUSTOM SEWING ST	2584	03/04/2026	POLICE		100-59014-501-000000	CLOTHING EXPENSES	Naylor Jackets	$ 512.82
CHECK TOTAL FOR CHECK NUMBER 194902										**$ 1,163.78**
194903; 03/13/2026; Outstanding; null										
	5575	TW CUSTOM BRANDING	57106	03/10/2026	PARKS & REC-PO		461-53003-451-000000	RECREATION SUPPLIES	Youth Sports Apparel Bitty Sports	$ 838.80
CHECK TOTAL FOR CHECK NUMBER 194903										**$ 838.80**
194904; 03/13/2026; Outstanding; null										
	5662	SUMNERONE INC	4550384	03/06/2026	PLANNING & DVLP		100-53000-150-000000	GENERAL SUPPLIES	Toner for HP 90ALaser Jet	$ 59.00
CHECK TOTAL FOR CHECK NUMBER 194904										**$ 59.00**

**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										
194905; 03/13/2026; Outstanding; null										
	5735	SUPERIOR ELECTRICAL CONST	365237	03/02/2026	UTILITIES		590-57005-802-000000	WATER PLANT MAINTENANCE	WTP - HSP #$ 3550hp Soft Start Equipment	$ 13,542.33
CHECK TOTAL FOR CHECK NUMBER 194905										**$ 13,542.33**
194906; 03/13/2026; Outstanding; null										
	5761	MISSISSIPPI LIME CO INC	CD181365	03/03/2026	UTILITIES-PO		590-53009-802-000000	CHEMICALS	Hydrated Lime, truck delivery charges, fuel surcharge	$ 10,703.98
CHECK TOTAL FOR CHECK NUMBER 194906										**$ 10,703.98**
194907; 03/13/2026; Outstanding; null										
	5774	SCHULTE SUPPLY INC	S1241078.001	02/25/2026	UTILITIES		590-57004-801-000000	MAINS & LINES MAINTENANCE	Meter Insulation Discs	$ 300.00
CHECK TOTAL FOR CHECK NUMBER 194907										**$ 300.00**
194908; 03/13/2026; Outstanding; null										
	5863	SIGNARAMA KANSAS CITY NORTH	INV-11113	03/06/2026	PARKS & RECREATION		465-53038-420-000000	RSVP GRANT	Signs for Community Garden Beds	$ 989.00
CHECK TOTAL FOR CHECK NUMBER 194908										**$ 989.00**
194909; 03/13/2026; Outstanding; null										
	5904	DR BRADFORD V HOFFMAN	MARCH 2026	03/05/2026	FIRE-PO		106-55014-302-000000	MEDICAL FEES	Medical Director 2026	$ 1,000.00
CHECK TOTAL FOR CHECK NUMBER 194909										**$ 1,000.00**
194910; 03/13/2026; Outstanding; null										
	5909	PERSONAL TOUCH ENGRAVING	40510	02/27/2026	PR & COMMUNICATION		105-59026-501-SOB25	MISCELLANEOUS EXPENSES	Plaque	$ 500.00
CHECK TOTAL FOR CHECK NUMBER 194910										**$ 500.00**

**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										
194911; 03/13/2026; Outstanding; null										
	5910	KONICA MINOLTA BUSINESS SOLUTI	577544588	03/11/2026	PARKS & RECREATION		100-57012-483-000000	OFFICE EQUIPMENT MAINTENANCE	Monthly payment - Konica Minolta	$ 409.72
	5910	KONICA MINOLTA BUSINESS SOLUTI	577544588	03/11/2026	PARKS & RECREATION		465-57012-420-000000	OFFICE EQUIPMENT MAINTENANCE	Monthly payment - Konica Minolta	$ 409.73
CHECK TOTAL FOR CHECK NUMBER 194911										**$ 819.45**
194912; 03/13/2026; Outstanding; null										
	5983	LIBERTY ECONOMIC DEV CORP	2206	01/01/2026	ECO/DEVO SLS TX-PO		354-59017-610-000000	PARTNERSHIP-COMMUNITY GROWTH	Annual Contract for LEDC	$ 81,960.00
CHECK TOTAL FOR CHECK NUMBER 194912										**$ 81,960.00**
194913; 03/13/2026; Outstanding; null										
	6018	HDR ENGINEERING INC	1200808474	03/06/2026	UTILITIES-PO		592-70017-802-000000	ENGINEERING DESIGN	24" Resilient Water Main Project	$ 1,237.50
CHECK TOTAL FOR CHECK NUMBER 194913										**$ 1,237.50**
194914; 03/13/2026; Outstanding; null										
	6189	CALDWELL COUNTY DETENTION CTR	FEBRUARY 2026	03/02/2026	POLICE		100-55030-511-000000	PRISONER HOUSING EXPENSE	Prisoner Housing and Transport	$ 1,600.00
CHECK TOTAL FOR CHECK NUMBER 194914										**$ 1,600.00**
194915; 03/13/2026; Outstanding; null										
	6305	HELGET GAS PRODUCTS	0003111783	03/09/2026	FIRE		100-53009-302-000000	CHEMICALS	Fire oxygen	$ 14.46
CHECK TOTAL FOR CHECK NUMBER 194915										**$ 14.46**
194916; 03/13/2026; Outstanding; null										
	6369	FISH WINDOW CLEANING	2642-104312	03/11/2026	ANIMAL CONTROL		100-57019-165-000000	BUILDING MAINTENANCE	Window Cleaning	$ 80.00
CHECK TOTAL FOR CHECK NUMBER 194916										**$ 80.00**

**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										
194917; 03/13/2026; Outstanding; null										
	6424	BLACK & MCDONALD ELECTRIC LLC	76-1912202	02/28/2026	PUBLIC WORKS		100-57017-201-000000	STREET/TRAFFIC LIGHTS MAINT	SL Maintenance at SLP & Flintlock	$ 140.86
	6424	BLACK & MCDONALD ELECTRIC LLC	76-1910873	02/27/2026	PUBLIC WORKS		100-57017-201-000000	STREET/TRAFFIC LIGHTS MAINT	SL Maintenance at Liberty Dr & South Wales	$ 1,247.35
	6424	BLACK & MCDONALD ELECTRIC LLC	76-1912201	02/28/2026	PUBLIC WORKS		100-57017-201-000000	STREET/TRAFFIC LIGHTS MAINT	SL Maintenance at SLP & Swan	$ 281.72
	6424	BLACK & MCDONALD ELECTRIC LLC	76-1910875	02/27/2026	PUBLIC WORKS		100-57017-201-000000	STREET/TRAFFIC LIGHTS MAINT	SL Maintenance at S Ridge Ave & W Kansas	$ 1,640.01
	6424	BLACK & MCDONALD ELECTRIC LLC	76-1910874	02/27/2026	PUBLIC WORKS		100-57017-201-000000	STREET/TRAFFIC LIGHTS MAINT	SL Maintenance at W KS & Forrest Ave	$ 105.33
	6424	BLACK & MCDONALD ELECTRIC LLC	76-1912203	02/28/2026	PUBLIC WORKS		100-57017-201-000000	STREET/TRAFFIC LIGHTS MAINT	SL Maintenance at S Withers & Holt	$ 131.26
CHECK TOTAL FOR CHECK NUMBER 194917										**$ 3,546.53**
194918; 03/13/2026; Outstanding; null										
	6467	ARC PHYSICAL THERAPY PLUS,	0202262235	02/02/2026	HR & RISK MGMT		100-55038-501-000000	EMPLOYMENT TESTING	Pre-employment POET - Feighert, McCurry & Israel	$ 450.00
CHECK TOTAL FOR CHECK NUMBER 194918										**$ 450.00**
194919; 03/13/2026; Outstanding; null										
	6471	JCI INDUSTRIES INC	8291414	03/09/2026	UTILITIES		591-57005-902-000000	WATER PLANT MAINTENANCE	WWTP - Motor Rebuild	$ 6,351.00
	6471	JCI INDUSTRIES INC	8291411	03/09/2026	UTILITIES-PO		593-70005-902-000000	PLANT CAPITAL REPLACEMENTS	Carrousel Aeration Gearbox Rebuild	$ 69,944.00
CHECK TOTAL FOR CHECK NUMBER 194919										**$ 76,295.00**
194920; 03/13/2026; Outstanding; null										
	6567	OVIVO USA LLC	8491520	12/22/2025	UTILITIES		591-57005-902-000000	WATER PLANT MAINTENANCE	WWTP - Wiper, Skimmer	$ 3,920.92
CHECK TOTAL FOR CHECK NUMBER 194920										**$ 3,920.92**

**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										
194921; 03/13/2026; Outstanding; null										
	6683	STEPHEN G TAYLOR	03102026	03/10/2026	PROSECUTOR		100-55005-115-000000	LEGAL FEES	Legal Fees	$ 750.00
CHECK TOTAL FOR CHECK NUMBER 194921										**$ 750.00**
194922; 03/13/2026; Outstanding; null										
	6703	LIBERTY SOLAR, LLC	80	03/01/2026	NONE		461-56000-451-000000	ELECTRIC	SOLAR SERVICES	$ 2,881.96
	6703	LIBERTY SOLAR, LLC	80	03/01/2026	NONE		591-56000-902-000000	ELECTRIC	SOLAR SERVICES	$ 819.71
	6703	LIBERTY SOLAR, LLC	80	03/01/2026	NONE		590-56000-802-000000	ELECTRIC	SOLAR SERVICES	$ 7,335.33
CHECK TOTAL FOR CHECK NUMBER 194922										**$ 11,037.00**
194923; 03/13/2026; Outstanding; null										
	7275	KEY EQUIPMENT & SUPPLY CO	KC220748	02/26/2026	UTILITIES		590-57018-801-000000	MISC EQUIPMENT MAINT	Seal Assembly/Hose End Weld	$ 659.27
CHECK TOTAL FOR CHECK NUMBER 194923										**$ 659.27**
194924; 03/13/2026; Outstanding; null										
	7641	THOMAS MCGIFFIN	03092026	03/09/2026	PROSECUTOR		100-55005-115-000000	LEGAL FEES	Legal Fees	$ 250.00
CHECK TOTAL FOR CHECK NUMBER 194924										**$ 250.00**
194925; 03/13/2026; Outstanding; null										
	7683	RICOH USA, INC	109853921	02/20/2026	POLICE		100-53031-512-000000	COPIER LEASE & USAGE	Records Lease - March	$ 153.81
CHECK TOTAL FOR CHECK NUMBER 194925										**$ 153.81**

**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										
194926; 03/13/2026; Outstanding; null										
	8397	REPUBLIC SERVICES #468	0468-004683766	02/28/2026	UTILITIES		590-55041-801-000000	CONTRACT LABOR	Dumpster Pickup Service	$ 631.54
	8397	REPUBLIC SERVICES #468	0468-004683863	02/28/2026	UTILITIES		591-55041-902-000000	CONTRACT LABOR	Dumpster Pickup Service	$ 71.72
	8397	REPUBLIC SERVICES #468	0468-004683863	02/28/2026	UTILITIES		591-55041-901-000000	CONTRACT LABOR	Dumpster Pickup Service	$ 71.72
	8397	REPUBLIC SERVICES #468	0468-004683863	02/28/2026	UTILITIES		590-55041-801-000000	CONTRACT LABOR	Dumpster Pickup Service	$ 71.72
	8397	REPUBLIC SERVICES #468	0468-004683766	02/28/2026	UTILITIES		591-55044-902-000000	MISCELLANEOUS FEES	Dumpster Pickup Service	$ 2,319.73
	8397	REPUBLIC SERVICES #468	0468-004683766	02/28/2026	UTILITIES		591-55041-901-000000	CONTRACT LABOR	Dumpster Pickup Service	$ 631.53
CHECK TOTAL FOR CHECK NUMBER 194926										**$ 3,797.96**
194927; 03/13/2026; Outstanding; null										
	8612	MIDWEST OFFICE TECHNOLOGY INC	INST494467	03/06/2026	PLANNING & DVLP		100-53031-150-000000	COPIER LEASE & USAGE	Canon/IRAC5760	$ 83.40
	8612	MIDWEST OFFICE TECHNOLOGY INC	INST494467	03/06/2026	PLANNING & DVLP		100-53031-201-000000	COPIER LEASE & USAGE	Canon/IRAC5760	$ 83.40
CHECK TOTAL FOR CHECK NUMBER 194927										**$ 166.80**

**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										
194928; 03/13/2026; Outstanding; null										
	8846	CIVIC PLUS INC	364971- 2025	02/28/2026	PARKS & REC-PO		460-55044-400-000000	MISCELLANEOUS FEES	Recreation Software	$ 10,000.00
	8846	CIVIC PLUS INC	364972	02/28/2026	PARKS & REC-PO		461-55044-451-000000	MISCELLANEOUS FEES	2026 CivicPlus Recreation Management Software	$ 15,529.02
	8846	CIVIC PLUS INC	364972	02/28/2026	PARKS & REC-PO		465-55044-420-000000	MISCELLANEOUS FEES	2026 CivicPlus Recreation Management Software	$ 15,529.00
	8846	CIVIC PLUS INC	364972	02/28/2026	PARKS & REC-PO		460-55044-400-000000	MISCELLANEOUS FEES	2026 CivicPlus Recreation Management Software	$ 15,528.89
CHECK TOTAL FOR CHECK NUMBER 194928										**$ 56,586.91**
194929; 03/13/2026; Outstanding; null										
	999999	Richard Potter	2690928	03/03/2026	PARKS & RECREATION		465-20010-000-000000	REFUNDS PAYABLE	Changed to insurance based membership	$ 100.00
CHECK TOTAL FOR CHECK NUMBER 194929										**$ 100.00**
194930; 03/13/2026; Outstanding; null										
	999999	Margie Bartlett	2692884	03/05/2026	PARKS & RECREATION		465-20010-000-000000	REFUNDS PAYABLE	Double Charges for Swim Class	$ 70.00
CHECK TOTAL FOR CHECK NUMBER 194930										**$ 70.00**
194931; 03/13/2026; Outstanding; null										
	999999	Amy Rhode	2693642	03/06/2026	PARKS & RECREATION		465-20010-000-000000	REFUNDS PAYABLE	Not able to attend	$ 180.00
CHECK TOTAL FOR CHECK NUMBER 194931										**$ 180.00**
194932; 03/13/2026; Outstanding; null										
	999999	Mario Usera	2693653	03/06/2026	PARKS & RECREATION		465-20010-000-000000	REFUNDS PAYABLE	Has insurance coverage now	$ 134.17
CHECK TOTAL FOR CHECK NUMBER 194932										**$ 134.17**

**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										
194933; 03/13/2026; Outstanding; null										
	999999	Andrew Dailey	2694153	03/06/2026	PARKS & RECREATION		461-20010-000-000000	REFUNDS PAYABLE	Baseball Refund	$ 130.00
CHECK TOTAL FOR CHECK NUMBER 194933										**$ 130.00**
194934; 03/13/2026; Outstanding; null										
	999999	Heather Fountain	2694165	03/06/2026	PARKS & RECREATION		461-20010-000-000000	REFUNDS PAYABLE	Baseball Refund	$ 130.00
CHECK TOTAL FOR CHECK NUMBER 194934										**$ 130.00**
194935; 03/13/2026; Outstanding; null										
	999999	Jeremiah Grider	2694168	03/06/2026	PARKS & RECREATION		461-20010-000-000000	REFUNDS PAYABLE	Competitive Softball Refund	$ 1,200.00
CHECK TOTAL FOR CHECK NUMBER 194935										**$ 1,200.00**
194936; 03/13/2026; Outstanding; null										
101_0203000_015 Utility Billing Refund	999999	SYLVIA BRONSON	U1010203000015A	03/10/2026	-		590-20019-000-000000	WATER REFUNDS	Utility Billing	$ 62.00
CHECK TOTAL FOR CHECK NUMBER 194936										**$ 62.00**
194937; 03/13/2026; Outstanding; null										
115_0413000_002 Utility Billing Refund	999999	FRAME IT LLC	U1150413000002A	03/10/2026	-		590-20019-000-000000	WATER REFUNDS	Utility Billing	$ 87.00
CHECK TOTAL FOR CHECK NUMBER 194937										**$ 87.00**
194938; 03/13/2026; Outstanding; null										
140_0006000_027 Utility Billing Refund	999999	PENNER PROPERTY MANAGEMENT	U1400006000027A	11/25/2025	-		590-20019-000-000000	WATER REFUNDS	Utility Billing	$ 106.80
CHECK TOTAL FOR CHECK NUMBER 194938										**$ 106.80**
194939; 03/13/2026; Outstanding; null										
209_0269000_008 Utility Billing Refund	999999	KEEGAN YOUNG & GEONNA	U2090269000008A	03/10/2026	-		590-20019-000-000000	WATER REFUNDS	Utility Billing	$ 92.09
CHECK TOTAL FOR CHECK NUMBER 194939										**$ 92.09**

**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										
194940; 03/13/2026; Outstanding; null										
209_0304000_007 Utility Billing Refund	999999	BMFAO LLC	U2090304000007A	03/10/2026	-		590-20019-000-000000	WATER REFUNDS	Utility Billing	$ 96.38
CHECK TOTAL FOR CHECK NUMBER 194940										**$ 96.38**
194941; 03/13/2026; Outstanding; null										
233_0739600_001 Utility Billing Refund	999999	CARL WELCHER	U2330739600001A	03/10/2026	-		590-20019-000-000000	WATER REFUNDS	Utility Billing	$ 54.21
CHECK TOTAL FOR CHECK NUMBER 194941										**$ 54.21**
194942; 03/13/2026; Outstanding; null										
354_0002200_002 Utility Billing Refund	999999	EMERY SAPP & SONS	U3540002200002A	03/10/2026	-		590-20019-000-000000	WATER REFUNDS	Utility Billing	$ 825.89
CHECK TOTAL FOR CHECK NUMBER 194942										**$ 825.89**
194943; 03/13/2026; Outstanding; null										
NLC Congress Conf	2811	CLAIRE RODGERS	3/15-3/18/26	03/05/2026	FINANCE		100-54000-113-000000	TRAINING TRAVEL	NLC Congressional City Conf	$ 270.00
CHECK TOTAL FOR CHECK NUMBER 194943										**$ 270.00**
194944; 03/13/2026; Outstanding; null										
	9209	LIBERTY SPORTS OFFICIALS	SPRING 1 - 2026	03/10/2026	PARKS & REC-PO		461-55041-451-000000	CONTRACT LABOR	2026 Youth and Adult Sports Officiating Services	$ 15,126.00
CHECK TOTAL FOR CHECK NUMBER 194944										**$ 15,126.00**
Grand Total:										**$ 459,897.72**

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.

Fiscal Year: 2026 Journal entry number: 666 Journal entry date: 02/27/2026 UMB Visa Feb 2026

JE Line	Account Number	Description	Item Description	Debit Amount	Credit Amount
	Check Number / Vendor Number / Vendor Name / Invoice Number / PO Number / PO Item Number / Po Split Seq Number / PO Item Compl / Encumbrance Liquid Amt / Employee Asset id Number				
1	461-59026-451-000000	MISCELLANEOUS EXPENSES	Amazon Mktpl	13.94	.00
	7674 CARD CENTER / 61.60.458.38.5989 / N				
	Totals for fund: 461			13.94	.00 **
2	100-53000-116-000000	GENERAL SUPPLIES	Amazon Mktpl	41.81	.00
	7674 CARD CENTER / 10.20.131.04.5001 / N				
	Totals for fund: 100			41.81	.00 **
3	106-57009-304-000000	VEHICLE MAINTENANCE	McBee Coffee & Carwash -	24.99	.00
	7674 CARD CENTER / N				
4	106-57009-303-000000	VEHICLE MAINTENANCE	McBee Coffee & Carwash -	24.99	.00
	7674 CARD CENTER / N				
	Totals for fund: 106			49.98	.00 **
5	100-53000-130-000000	GENERAL SUPPLIES	Amazon Mktpl	4.00	.00
	7674 CARD CENTER / 10.30.130.04.5001 / N				
	Totals for fund: 100			4.00	.00 **
6	591-53000-131-000000	GENERAL SUPPLIES	Amazon Mktpl	3.99	.00
	7674 CARD CENTER / 92.30.134.04.5001 / N				
	Totals for fund: 591			3.99	.00 **
7	590-53000-131-000000	GENERAL SUPPLIES	Amazon Mktpl	4.00	.00
	7674 CARD CENTER / 90.30.133.04.5001 / N				
8	590-54000-803-000000	TRAINING TRAVEL	Hilton Charlotte	152.71	.00
	7674 CARD CENTER / 90.70.803.06.5210 / N				

Fiscal Year: 2026 Journal entry number: 666 Journal entry date: 02/27/2026 UMB Visa Feb 2026

Fiscal Year: 2026 Journal entry number: 666 Journal entry date: 02/27/2026 UMB Visa Feb 2026

JE Line	Account Number	Description	Item Description	Debit Amount	Credit Amount	
Check Number	Vendor Number	Vendor Name	Invoice Number / PO Number / PO Item Number / Po Split Seq Number / PO Item Compl / Encumbrance Liquid Amt / Employee Asset id Number			
Totals for fund: 590				156.71	.00	**
9	591-54000-903-000000	TRAINING TRAVEL	Hilton Charlotte	152.70	.00	
7674	CARD CENTER		N			
Totals for fund: 591				152.70	.00	**
10	465-53009-420-000000	CHEMICALS	Amazon Mark* J884e2t13	24.92	.00	
7674	CARD CENTER		N			
Totals for fund: 465				24.92	.00	**
11	106-57009-302-000000	VEHICLE MAINTENANCE	McBee Coffee & Carwash -	24.99	.00	
7674	CARD CENTER		N			
Totals for fund: 106				24.99	.00	**
12	465-53001-420-000000	MEDICAL SUPPLIES	Amazon Mark* Na8vx0zu3	18.49	.00	
7674	CARD CENTER		N			
Totals for fund: 465				18.49	.00	**
13	100-59015-203-000000	PROTECTIVE CLOTHING	Boot Barn #210	148.49	.00	
7674	CARD CENTER		N			
Totals for fund: 100				148.49	.00	**
14	105-53019-502-000000	ARMORY SUPPLIES	Brownells Inc	351.87	.00	
7674	CARD CENTER		N			
Totals for fund: 105				351.87	.00	**

Fiscal Year: 2026 Journal entry number: 666 Journal entry date: 02/27/2026 UMB Visa Feb 2026

Fiscal Year: 2026 Journal entry number: 666 Journal entry date: 02/27/2026 UMB Visa Feb 2026

JE Line	Account Number	Description	Item Description	Debit Amount	Credit Amount
	Check Number / Vendor Number / Vendor Name / Invoice Number / PO Number / PO Item Number / Po Split Seq Number / PO Item Compl / Encumbrance Liquid Amt / Employee Asset id Number				
15	100-60000-170-000000	MINOR EQUIPMENT	Amazon Reta* 6g8df5k23	162.00	.00
	7674 CARD CENTER / 10.90.132.18.5601 / N				
Totals for fund: 100				162.00	.00 **
16	590-53000-801-000000	GENERAL SUPPLIES	The Home Depot #3019	259.00	.00
	7674 CARD CENTER / 90.70.801.04.5001 / N				
Totals for fund: 590				259.00	.00 **
17	591-53000-901-000000	GENERAL SUPPLIES	The Home Depot #3019	259.00	.00
	7674 CARD CENTER / 92.70.901.04.5001 / N				
Totals for fund: 591				259.00	.00 **
18	105-59014-501-000000	CLOTHING EXPENSES	Amazon Mktpl	137.70	.00
	7674 CARD CENTER / N				
Totals for fund: 105				137.70	.00 **
19	460-53008-403-000000	MAINTENANCE MATERIALS	Sutherlands 1214	14.58	.00
	7674 CARD CENTER / 60.60.420.04.5009 / N				
Totals for fund: 460				14.58	.00 **
20	461-59026-451-000000	MISCELLANEOUS EXPENSES	Dri*signs	42.62	.00
	7674 CARD CENTER / 61.60.458.38.5989 / N				
Totals for fund: 461				42.62	.00 **
21	105-57009-501-000000	VEHICLE MAINTENANCE	Charlies Car Wash Fleet	363.00	.00
	7674 CARD CENTER / N				

Fiscal Year: 2026 Journal entry number: 666 Journal entry date: 02/27/2026 UMB Visa Feb 2026

Fiscal Year: 2026 Journal entry number: 666 Journal entry date: 02/27/2026 UMB Visa Feb 2026

JE Line Number	Account	Description	Item Description	Debit Amount	Credit Amount	
Check Number	Vendor Number / Vendor Name	Invoice Number / PO Number / PO Item Number / Po Split Seq Number / PO Item Compl	Encumbrance Liquid Amt / Employee Asset id Number			
Totals for fund: 105				363.00	.00	**
22	100-53000-130-000000	10.30.130.04.5001 GENERAL SUPPLIES	Amazon Mktpl	10.84	.00	
7674	CARD CENTER	N				
Totals for fund: 100				10.84	.00	**
23	591-53000-131-000000	92.30.134.04.5001 GENERAL SUPPLIES	Amazon Mktpl	10.85	.00	
7674	CARD CENTER	N				
Totals for fund: 591				10.85	.00	**
24	590-53000-131-000000	90.30.133.04.5001 GENERAL SUPPLIES	Amazon Mktpl	10.84	.00	
7674	CARD CENTER	N				
25	590-53000-801-000000	90.70.801.04.5001 GENERAL SUPPLIES	Harbor Freight Tools 388	.00	120.00	
7674	CARD CENTER	N				
Totals for fund: 590				10.84	120.00	**
26	591-53000-901-000000	92.70.901.04.5001 GENERAL SUPPLIES	Harbor Freight Tools 388	.00	119.99	
7674	CARD CENTER	N				
Totals for fund: 591				.00	119.99	**
27	105-54001-501-000000	REGISTRATION FEES	Fbi National Academy Ass	665.00	.00	
7674	CARD CENTER	N				
28	105-53000-501-000000	GENERAL SUPPLIES	Amazon Mark* 5i6jc85v3	6.98	.00	
7674	CARD CENTER	N				
Totals for fund: 105				671.98	.00	**

Fiscal Year: 2026 Journal entry number: 666 Journal entry date: 02/27/2026 UMB Visa Feb 2026

Fiscal Year: 2026 Journal entry number: 666 Journal entry date: 02/27/2026 UMB Visa Feb 2026

JE Line	Account Number	Description	Item Description	Debit Amount	Credit Amount	
Check Number	Vendor Number	Vendor Name	Invoice Number / PO Number / PO Item Number / Po Split Seq Number / PO Item Compl / Encumbrance Liquid Amt / Employee Asset id Number			
29	247-59026-204-000000	MISCELLANEOUS EXPENSES	Feldmans Farm And Home	34.97	.00	
	7674 CARD CENTER	73.70.226.38.5989	N			
Totals for fund: 247				34.97	.00	**
30	590-57019-801-000000	BUILDING MAINTENANCE	Walgreens #4439	2.49	.00	
	7674 CARD CENTER	90.70.801.14.5571	N			
Totals for fund: 590				2.49	.00	**
31	591-57019-901-000000	BUILDING MAINTENANCE	Walgreens #4439	2.49	.00	
	7674 CARD CENTER	92.70.901.14.5571	N			
Totals for fund: 591				2.49	.00	**
32	100-57009-201-000000	VEHICLE MAINTENANCE	Sq *castrol Pro Lube Exp	81.30	.00	
	7674 CARD CENTER	10.70.201.14.5541	N			
Totals for fund: 100				81.30	.00	**
33	105-54000-501-000000	TRAINING TRAVEL	Fbi National Academy Ass	730.00	.00	
	7674 CARD CENTER		N			
Totals for fund: 105				730.00	.00	**
34	591-57009-902-000000	VEHICLE MAINTENANCE	Fsp*strickland Brothers	123.39	.00	
	7674 CARD CENTER	92.70.902.14.5541	N			
Totals for fund: 591				123.39	.00	**
35	100-59010-512-000000	POSTAGE	The Ups Store 2836	24.82	.00	
	7674 CARD CENTER	10.40.512.38.5808	N			

Fiscal Year: 2026 Journal entry number: 666 Journal entry date: 02/27/2026 UMB Visa Feb 2026

Fiscal Year: 2026 Journal entry number: 666 Journal entry date: 02/27/2026 UMB Visa Feb 2026

JE Line	Account Number	Description	Item Description	Debit Amount	Credit Amount	
Check Number	Vendor Number	Vendor Name / Invoice Number / PO Number / PO Item Number / Po Split Seq Number / PO Item Compl	Item No / Encumbrance Liquid Amt / Employee Asset id Number			
Totals for fund: 100				24.82	.00	**
36	590-54001-803-000000	REGISTRATION FEES	Wef Reg	467.00	.00	
7674	CARD CENTER	90.70.803.06.5251 N				
Totals for fund: 590				467.00	.00	**
37	591-54001-903-000000	REGISTRATION FEES	Wef Reg	467.00	.00	
7674	CARD CENTER	92.70.903.06.5251 N				
Totals for fund: 591				467.00	.00	**
38	590-59014-801-000000	CLOTHING EXPENSES	Amazon.Com	.00	58.52	
7674	CARD CENTER	90.70.801.38.5812 N				
Totals for fund: 590				.00	58.52	**
39	591-57005-902-000000	WATER PLANT MAINTENANCE	Sq *kansas City Industri	1,357.58	.00	
7674	CARD CENTER	92.70.902.14.5534 N				
Totals for fund: 591				1,357.58	.00	**
40	465-53009-420-000000	CHEMICALS	Amazon Mark* Ap0h39y43	22.98	.00	
7674	CARD CENTER	65.60.491.04.5010 N				
Totals for fund: 465				22.98	.00	**
41	100-59014-203-000000	CLOTHING EXPENSES	Feldmans Farm And Home	36.25	.00	
7674	CARD CENTER	10.70.225.38.5812 N				
Totals for fund: 100				36.25	.00	**

Fiscal Year: 2026 Journal entry number: 666 Journal entry date: 02/27/2026 UMB Visa Feb 2026

Fiscal Year: 2026 Journal entry number: 666 Journal entry date: 02/27/2026 UMB Visa Feb 2026

JE Line Number	Account	Description	Item Description	Debit Amount	Credit Amount
Check Number	Vendor Number / Vendor Name	Invoice Number / PO Number / PO Item Number / Po Split Seq Number / PO Item Compl	Item No / Encumbrance Liquid Amt / Employee Asset id Number		
42	106-57009-303-000000	VEHICLE MAINTENANCE	Amazon Mktpl	359.00	.00
	7674 CARD CENTER	N			
Totals for fund: 106				359.00	.00 **
43	590-53010-802-000000	LAB SUPPLIES	Usabluebook	416.12	.00
	7674 CARD CENTER	N			
Totals for fund: 590				416.12	.00 **
44	105-53000-501-000000	GENERAL SUPPLIES	Amazon Mark* Us0zi8hq3	25.97	.00
	7674 CARD CENTER	N			
45	105-54001-501-000000	REGISTRATION FEES	Homefront	225.00	.00
	7674 CARD CENTER	N			
Totals for fund: 105				250.97	.00 **
46	100-54000-170-000000	TRAINING TRAVEL	Ti Front Desk	.00	204.03
	7674 CARD CENTER	N			
Totals for fund: 100				.00	204.03 **
47	105-53000-501-000000	GENERAL SUPPLIES	Amazon Mark* 0w6yd7xf3	41.91	.00
	7674 CARD CENTER	N			
Totals for fund: 105				41.91	.00 **
48	100-53000-100-000000	GENERAL SUPPLIES	Amazon Mktpl	59.09	.00
	7674 CARD CENTER	N			
Totals for fund: 100				59.09	.00 **

Fiscal Year: 2026 Journal entry number: 666 Journal entry date: 02/27/2026 UMB Visa Feb 2026

Fiscal Year: 2026 Journal entry number: 666 Journal entry date: 02/27/2026 UMB Visa Feb 2026

JE Line	Account Number	Description	Item Description	Debit Amount	Credit Amount
Check Number	Vendor Number	Vendor Name	Invoice Number / PO Number / PO Item Number / Po Split Seq Number / PO Item Compl / Encumbrance Liquid Amt / Employee Asset id Number		
49	590-53000-801-000000	GENERAL SUPPLIES	Caseys #4357	9.00	.00
	7674 CARD CENTER		90.70.801.04.5001 N		
Totals for fund: 590				9.00	.00 **
50	591-53000-901-000000	GENERAL SUPPLIES	Caseys #4357	8.99	.00
	7674 CARD CENTER		92.70.901.04.5001 N		
Totals for fund: 591				8.99	.00 **
51	100-54000-170-000000	TRAINING TRAVEL	Ti Front Desk	204.03	.00
	7674 CARD CENTER		10.90.132.06.5210 N		
Totals for fund: 100				204.03	.00 **
52	354-55047-110-000000	PARTNERSHIP-COMMUNITY GROWTH	Buffalo Wild Wngs 0154	22.40	.00
	7674 CARD CENTER		56.20.001.08.5822 N		
Totals for fund: 354				22.40	.00 **
53	590-57019-801-000000	BUILDING MAINTENANCE	Lowes #01565	118.90	.00
	7674 CARD CENTER		90.70.801.14.5571 N		
Totals for fund: 590				118.90	.00 **
54	591-57019-901-000000	BUILDING MAINTENANCE	Lowes #01565	118.89	.00
	7674 CARD CENTER		92.70.901.14.5571 N		
Totals for fund: 591				118.89	.00 **
55	100-54000-170-000000	TRAINING TRAVEL	Spirit Airl	314.18	.00
	7674 CARD CENTER		10.90.132.06.5210 N		

Fiscal Year: 2026 Journal entry number: 666 Journal entry date: 02/27/2026 UMB Visa Feb 2026

Fiscal Year: 2026 Journal entry number: 666 Journal entry date: 02/27/2026 UMB Visa Feb 2026

JE Line	Account Number	Description	Item Description	Debit Amount	Credit Amount	
Check Number	Vendor Number / Vendor Name	Invoice Number / PO Number / PO Item Number / Po Split Seq Number / PO Item Compl	Item No / Encumbrance Liquid Amt / Employee Asset id Number			
Totals for fund: 100				314.18	.00	**
56	590-53010-802-000000	LAB SUPPLIES	Usabluebook	35.29	.00	
7674	CARD CENTER	N				
Totals for fund: 590				35.29	.00	**
57	105-59004-501-000000	MEETING EXPENSE	Hy-Vee Kansas City 1322	14.00	.00	
7674	CARD CENTER	N				
Totals for fund: 105				14.00	.00	**
58	461-59026-451-000000	61.60.458.38.5989 MISCELLANEOUS EXPENSES	Www.Peachjar.Com	495.00	.00	
7674	CARD CENTER	N				
Totals for fund: 461				495.00	.00	**
59	100-59026-113-000000	10.21.032.38.5989 MISCELLANEOUS EXPENSES	Qr-Code-Generator.Com	563.88	.00	
7674	CARD CENTER	N				
Totals for fund: 100				563.88	.00	**
60	351-57031-201-000000	50.75.607.14.5621 ASPHALT-STREET REPAIRS	Lowes #01565	79.92	.00	
7674	CARD CENTER	N				
Totals for fund: 351				79.92	.00	**
61	106-54004-300-000000	TRAINING COSTS	Openai *chatgpt Subscr	20.00	.00	
7674	CARD CENTER	N				
62	106-59010-300-000000	POSTAGE	Usps Po 2846860068	2.17	.00	
7674	CARD CENTER	N				

Fiscal Year: 2026 Journal entry number: 666 Journal entry date: 02/27/2026 UMB Visa Feb 2026

Fiscal Year: 2026 Journal entry number: 666 Journal entry date: 02/27/2026 UMB Visa Feb 2026

JE Line	Account Number	Description	Item Description	Debit Amount	Credit Amount	
Check Number	Vendor Number	Vendor Name	Invoice Number / PO Number / PO Item Number / Po Split Seq Number / PO Item Compl / Encumbrance Liquid Amt / Employee Asset id Number			
Totals for fund: 106				22.17	.00	**
63	465-57019-420-000000	BUILDING MAINTENANCE	Amazon Mktpl	85.00	.00	
7674	CARD CENTER	65.60.491.14.5571	N			
Totals for fund: 465				85.00	.00	**
64	591-57009-902-000000	VEHICLE MAINTENANCE	Charlies Car Wash Fleet	52.80	.00	
7674	CARD CENTER	92.70.902.14.5541	N			
Totals for fund: 591				52.80	.00	**
65	590-57009-802-000000	VEHICLE MAINTENANCE	Charlies Car Wash Fleet	35.20	.00	
7674	CARD CENTER	90.70.802.14.5541	N			
Totals for fund: 590				35.20	.00	**
66	100-59014-203-000000	CLOTHING EXPENSES	Feldmans Farm And Home	94.96	.00	
7674	CARD CENTER	10.70.225.38.5812	N			
67	100-57019-203-000000	BUILDING MAINTENANCE	The Home Depot #3019	32.94	.00	
7674	CARD CENTER	10.70.225.14.5571	N			
Totals for fund: 100				127.90	.00	**
68	590-53010-802-000000	LAB SUPPLIES	Usabluebook	129.53	.00	
7674	CARD CENTER	90.70.802.04.5014	N			
Totals for fund: 590				129.53	.00	**
69	105-54001-501-000000	REGISTRATION FEES	Superion, Llc	1,299.00	.00	
7674	CARD CENTER		N			

Fiscal Year: 2026 Journal entry number: 666 Journal entry date: 02/27/2026 UMB Visa Feb 2026

Fiscal Year: 2026 Journal entry number: 666 Journal entry date: 02/27/2026 UMB Visa Feb 2026

JE Line	Account Number	Description	Item Description	Debit Amount	Credit Amount	
Check Number	Vendor Number	Vendor Name / Invoice Number / PO Number / PO Item Number / Po Split Seq Number / PO Item Compl	Encumbrance Liquid Amt / Employee Asset id Number			
Totals for fund: 105				1,299.00	.00	**
70	100-53000-203-000000	GENERAL SUPPLIES	Lowes #01565	12.58	.00	
7674	CARD CENTER	N				
Totals for fund: 100				12.58	.00	**
71	105-59014-501-000000	CLOTHING EXPENSES	Utility Associates Inc	132.00	.00	
7674	CARD CENTER	N				
Totals for fund: 105				132.00	.00	**
72	591-53008-901-000000	MAINTENANCE MATERIALS	Usps Po 2846860068	9.80	.00	
7674	CARD CENTER	N				
Totals for fund: 591				9.80	.00	**
73	105-54001-501-000000	REGISTRATION FEES	Superion, Llc	1,299.00	.00	
7674	CARD CENTER	N				
Totals for fund: 105				1,299.00	.00	**
74	460-12002-000-000000	A/R REIMBURSEABLE EXPENSES	Chipotle 0736	40.72	.00	
7674	CARD CENTER	N				
Totals for fund: 460				40.72	.00	**
75	100-57009-203-000000	VEHICLE MAINTENANCE	Clark S Tools	65.37	.00	
7674	CARD CENTER	N				
76	100-57030-512-000000	SOFTWARE MAINTENANCE	Idi	75.00	.00	
7674	CARD CENTER	N				

Fiscal Year: 2026 Journal entry number: 666 Journal entry date: 02/27/2026 UMB Visa Feb 2026

Fiscal Year: 2026 Journal entry number: 666 Journal entry date: 02/27/2026 UMB Visa Feb 2026

JE Line Number	Account	Description	Item Description	Debit Amount	Credit Amount	
Check Number	Vendor Number / Vendor Name	Invoice Number / PO Number / PO Item Number / Po Split Seq Number / PO Item Compl	Item No / Encumbrance Liquid Amt	Employee Asset id Number		
Totals for fund: 100				140.37	.00	**
77	461-59026-451-000000	MISCELLANEOUS EXPENSES	Menards 3342	121.41	.00	
7674	CARD CENTER	61.60.458.38.5989 / N				
Totals for fund: 461				121.41	.00	**
78	460-60015-403-000000	MINOR TOOLS	Lowes #01565	59.96	.00	
7674	CARD CENTER	60.60.420.04.5018 / N				
Totals for fund: 460				59.96	.00	**
79	106-57019-300-000000	BUILDING MAINTENANCE	Amazon Mktpl	603.21	.00	
7674	CARD CENTER	N				
Totals for fund: 106				603.21	.00	**
80	590-54000-803-000000	TRAINING TRAVEL	Southwes	296.70	.00	
7674	CARD CENTER	90.70.803.06.5210 / N				
Totals for fund: 590				296.70	.00	**
81	591-54000-903-000000	TRAINING TRAVEL	Southwes	296.70	.00	
7674	CARD CENTER	92.70.903.06.5210 / N				
Totals for fund: 591				296.70	.00	**
82	100-59014-203-000000	CLOTHING EXPENSES	Lowes #01565	59.99	.00	
7674	CARD CENTER	10.70.225.38.5812 / N				
Totals for fund: 100				59.99	.00	**

Fiscal Year: 2026 Journal entry number: 666 Journal entry date: 02/27/2026 UMB Visa Feb 2026

Fiscal Year: 2026 Journal entry number: 666 Journal entry date: 02/27/2026 UMB Visa Feb 2026

JE Line	Account Number	Description	Item Description	Debit Amount	Credit Amount
Check Number	Vendor Number / Vendor Name	Invoice Number / PO Number / PO Item Number / Po Split Seq Number / PO Item Compl	Encumbrance No / Liquid Amt / Employee Asset id Number		
83	465-55028-420-000000	ADVERTISING	Column Public Notice	11.90	.00
	7674 CARD CENTER	65.60.491.08.5371	N		
Totals for fund: 465				11.90	.00 **
84	100-57019-203-000000	BUILDING MAINTENANCE	Lowes #01565	58.48	.00
	7674 CARD CENTER	10.70.225.14.5571	N		
Totals for fund: 100				58.48	.00 **
85	352-57022-403-000000	GROUNDS/LANDSCAPING MAINT	Sutherlands 1214	10.00	.00
	7674 CARD CENTER	52.60.420.14.5583	N		
86	352-57022-403-000000		Lowes #01565	.00	177.94
	7674 CARD CENTER	52.60.420.14.5583	N		
Totals for fund: 352				10.00	177.94 **
87	591-70002-902-000000	COMPUTER EQUIPMENT	Amazon.Com*p66zm4be3	229.99	.00
	7674 CARD CENTER	92.70.902.36.7202	N		
Totals for fund: 591				229.99	.00 **
88	461-59014-451-000000	CLOTHING EXPENSES	Amazon Reta* 2t9l31ge3	65.76	.00
	7674 CARD CENTER	61.60.458.38.5812	N		
Totals for fund: 461				65.76	.00 **
89	460-53000-400-000000	GENERAL SUPPLIES	Amazon Mark* Nu7oy12d3	25.62	.00
	7674 CARD CENTER	60.60.415.04.5001	N		
Totals for fund: 460				25.62	.00 **

Fiscal Year: 2026 Journal entry number: 666 Journal entry date: 02/27/2026 UMB Visa Feb 2026

Fiscal Year: 2026 Journal entry number: 666 Journal entry date: 02/27/2026 UMB Visa Feb 2026

JE Line	Account Number	Description	Item Description	Debit Amount	Credit Amount
Check Number	Vendor Number	Vendor Name	Invoice Number / PO Number / PO Item Number / Po Split Seq Number / PO Item Compl	Encumbrance Liquid Amt	Employee Asset id Number
90	352-57022-403-000000	GROUNDS/LANDSCAPING MAINT	Lowes #01565	161.98	.00
	7674 CARD CENTER	52.60.420.14.5583	N		
Totals for fund: 352				161.98	.00 **
91	100-53000-483-000000	GENERAL SUPPLIES	Samsclub #6247	15.98	.00
	7674 CARD CENTER	10.60.483.04.5001	N		
Totals for fund: 100				15.98	.00 **
92	105-54000-501-000000	TRAINING TRAVEL	American Air	598.89	.00
	7674 CARD CENTER		N		
Totals for fund: 105				598.89	.00 **
93	352-57022-403-000000	GROUNDS/LANDSCAPING MAINT	Lowes #01565	177.94	.00
	7674 CARD CENTER	52.60.420.14.5583	N		
Totals for fund: 352				177.94	.00 **
94	591-55026-902-000000	FEES-LIME SLUDGE DISPOSAL	Lowes #01565	91.27	.00
	7674 CARD CENTER	92.70.902.08.5370	N		
95	591-53000-901-000000	GENERAL SUPPLIES	Office Depot #2167	48.25	.00
	7674 CARD CENTER	92.70.901.04.5001	N		
Totals for fund: 591				139.52	.00 **
96	100-59014-203-000000	CLOTHING EXPENSES	Happy Times	57.75	.00
	7674 CARD CENTER	10.70.225.38.5812	N		
Totals for fund: 100				57.75	.00 **

Fiscal Year: 2026 Journal entry number: 666 Journal entry date: 02/27/2026 UMB Visa Feb 2026

Fiscal Year: 2026 Journal entry number: 666 Journal entry date: 02/27/2026 UMB Visa Feb 2026

JE Line	Account Number	Description	Item Description	Debit Amount	Credit Amount
	Check Number / Vendor Number / Vendor Name / Invoice Number / PO Number / PO Item Number / Po Split Seq Number / PO Item Compl / Encumbrance Liquid Amt / Employee Asset id Number				
97	590-59014-801-000000	CLOTHING EXPENSES	Amazon.Com*oz6ob0pp3	23.87	.00
	7674 CARD CENTER		N		
	Totals for fund: 590			23.87	.00 **
98	100-57020-202-000000	FACILITIES MAINTENANCE	Personal Touch Engraving	17.50	.00
	7674 CARD CENTER		N		
	Totals for fund: 100			17.50	.00 **
99	590-59015-801-000000	PROTECTIVE CLOTHING	Ls Rogers Sporting Go	199.99	.00
	7674 CARD CENTER		N		
	Totals for fund: 590			199.99	.00 **
100	106-57019-300-000000	BUILDING MAINTENANCE	Amazon Mktpl	275.40	.00
	7674 CARD CENTER		N		
	Totals for fund: 106			275.40	.00 **
101	105-59026-501-SOB25	MISCELLANEOUS EXPENSES	Amazon Mktpl	41.18	.00
	7674 CARD CENTER		N		
102	105-57019-501-000000	BUILDING MAINTENANCE	In *siebert - Dt Llc	50.00	.00
	7674 CARD CENTER		N		
103	105-59014-501-000000	CLOTHING EXPENSES	Amazon Mktpl	229.95	.00
	7674 CARD CENTER		N		
	Totals for fund: 105			321.13	.00 **
104	100-59014-203-000000	CLOTHING EXPENSES	Feldmans Farm And Home	144.35	.00
	7674 CARD CENTER		N		

Fiscal Year: 2026 Journal entry number: 666 Journal entry date: 02/27/2026 UMB Visa Feb 2026

Fiscal Year: 2026 Journal entry number: 666 Journal entry date: 02/27/2026 UMB Visa Feb 2026

JE Line Number	Account	Description	Item Description	Debit Amount	Credit Amount	
Check Number	Vendor Number / Vendor Name	Invoice Number / PO Number / PO Item Number / Po Split Seq Number / PO Item Compl	Encumbrance Liquid Amt / Employee Asset id Number			
Totals for fund: 100				144.35	.00	**
105	590-57018-801-000000	90.70.801.14.5559	MISC EQUIPMENT MAINT	Harbor Freight Tools 76	75.00	.00
7674	CARD CENTER		N			
Totals for fund: 590				75.00	.00	**
106	591-57018-901-000000	92.70.901.14.5559	MISC EQUIPMENT MAINT	Harbor Freight Tools 76	74.99	.00
7674	CARD CENTER		N			
Totals for fund: 591				74.99	.00	**
107	590-57018-801-000000	90.70.801.14.5559	MISC EQUIPMENT MAINT	Oreilly 142	37.49	.00
7674	CARD CENTER		N			
Totals for fund: 590				37.49	.00	**
108	591-57018-901-000000	92.70.901.14.5559	MISC EQUIPMENT MAINT	Oreilly 142	37.48	.00
7674	CARD CENTER		N			
Totals for fund: 591				37.48	.00	**
109	590-59014-802-000000	90.70.802.38.5812	CLOTHING EXPENSES	Duluth Trading Indepen	169.00	.00
7674	CARD CENTER		N			
110	590-54001-801-000000	90.70.801.06.5251	REGISTRATION FEES	Motor Vehicle Dept Of St	19.51	.00
7674	CARD CENTER		N			
Totals for fund: 590				188.51	.00	**
111	591-54001-901-000000	92.70.901.06.5251	REGISTRATION FEES	Motor Vehicle Dept Of St	19.50	.00
7674	CARD CENTER		N			

Fiscal Year: 2026 Journal entry number: 666 Journal entry date: 02/27/2026 UMB Visa Feb 2026

Fiscal Year: 2026 Journal entry number: 666 Journal entry date: 02/27/2026 UMB Visa Feb 2026

JE Line	Account Number	Description	Item Description	Debit Amount	Credit Amount	
Check Number	Vendor Number	Vendor Name / Invoice Number / PO Number / PO Item Number / Po Split Seq Number / PO Item Compl / Encumbrance Liquid Amt / Employee Asset id Number				
Totals for fund: 591				19.50	.00	**
112	590-53000-802-000000	90.70.802.04.5001 GENERAL SUPPLIES	Office Depot #2167	174.66	.00	
7674	CARD CENTER	N				
Totals for fund: 590				174.66	.00	**
113	460-57018-403-000000	60.60.420.14.5559 MISC EQUIPMENT MAINT	Oreilly 142	108.00	.00	
7674	CARD CENTER	N				
114	460-57009-403-000000	60.60.420.14.5541 VEHICLE MAINTENANCE	Oreilly 142	220.07	.00	
7674	CARD CENTER	N				
Totals for fund: 460				328.07	.00	**
115	590-59020-802-000000	90.70.802.38.5832 SAFETY EQUIPMENT	Wal-Mart #0234	105.27	.00	
7674	CARD CENTER	N				
Totals for fund: 590				105.27	.00	**
116	591-57009-902-000000	92.70.902.14.5541 VEHICLE MAINTENANCE	Amazon Mktpl	132.04	.00	
7674	CARD CENTER	N				
Totals for fund: 591				132.04	.00	**
117	105-53000-501-000000	GENERAL SUPPLIES	Amazon Reta* Xo39f01g3	7.87	.00	
7674	CARD CENTER	N				
Totals for fund: 105				7.87	.00	**
118	460-53000-400-000000	60.60.415.04.5001 GENERAL SUPPLIES	Amazon Mark* Cd0be10y3	31.91	.00	
7674	CARD CENTER	N				

Fiscal Year: 2026 Journal entry number: 666 Journal entry date: 02/27/2026 UMB Visa Feb 2026

Fiscal Year: 2026 Journal entry number: 666 Journal entry date: 02/27/2026 UMB Visa Feb 2026

JE Line Number	Account	Description	Item Description	Debit Amount	Credit Amount
Check Number	Vendor Number	Vendor Name	Invoice Number	PO Number	PO Item Number	Po Split Seq Number	PO Item Compl	Encumbrance Liquid Amt	Employee Asset id Number		
Totals for fund: 460				31.91	.00 **
119	100-59015-203-000000	PROTECTIVE CLOTHING	Feldmans Farm And Home	83.13	.00
7674	CARD CENTER		10.70.225.38.5813				N				
Totals for fund: 100				83.13	.00 **
120	461-53009-451-000000	CHEMICALS	Siteone Landscape Supply	182.60	.00
7674	CARD CENTER		61.60.458.04.5010				N				
Totals for fund: 461				182.60	.00 **
121	465-53000-420-000000	GENERAL SUPPLIES	Prpldot/Mic	31.49	.00
7674	CARD CENTER		65.60.491.04.5001				N				
Totals for fund: 465				31.49	.00 **
122	590-54004-801-000000	TRAINING COSTS	Motor Vehicle Dept Of St	84.91	.00
7674	CARD CENTER		90.70.801.06.5259				N				
Totals for fund: 590				84.91	.00 **
123	105-59004-501-000000	MEETING EXPENSE	Firehouse Subs 611 Qsr	77.88	.00
7674	CARD CENTER						N				
Totals for fund: 105				77.88	.00 **
124	100-54000-170-000000	TRAINING TRAVEL	Ti Front Desk	204.03	.00
7674	CARD CENTER		10.90.132.06.5210				N				
Totals for fund: 100				204.03	.00 **

Fiscal Year: 2026 Journal entry number: 666 Journal entry date: 02/27/2026 UMB Visa Feb 2026

Fiscal Year: 2026 Journal entry number: 666 Journal entry date: 02/27/2026 UMB Visa Feb 2026

JE Line	Account Number	Description	Item Description	Debit Amount	Credit Amount
	Check Number / Vendor Number / Vendor Name / Invoice Number / PO Number / PO Item Number / Po Split Seq Number / PO Item Compl / Encumbrance Liquid Amt / Employee Asset id Number				
125	105-59014-501-000000	CLOTHING EXPENSES	Haix	284.55	.00
	7674 CARD CENTER		N		
	Totals for fund: 105			284.55	.00 **
126	465-53038-420-000000 / 65.60.491.04.5064	RSVP GRANT	Vistaprint	138.66	.00
	7674 CARD CENTER		N		
	Totals for fund: 465			138.66	.00 **
127	590-59014-801-000000 / 90.70.801.38.5812	CLOTHING EXPENSES	Amazon.Com*xu0xp4sr3	186.32	.00
	7674 CARD CENTER		N		
	Totals for fund: 590			186.32	.00 **
128	105-59014-501-000000	CLOTHING EXPENSES	Military Names Llc	33.50	.00
	7674 CARD CENTER		N		
	Totals for fund: 105			33.50	.00 **
129	100-57009-203-000000 / 10.70.225.14.5541	VEHICLE MAINTENANCE	Amazon Mktplace Pmts	.00	33.93
	7674 CARD CENTER		N		
	Totals for fund: 100			.00	33.93 **
130	590-59014-801-000000 / 90.70.801.38.5812	CLOTHING EXPENSES	Amazon.Com*q71n45z43	29.55	.00
	7674 CARD CENTER		N		
	Totals for fund: 590			29.55	.00 **
131	106-57009-301-000000	VEHICLE MAINTENANCE	Oreilly 142	21.98	.00
	7674 CARD CENTER		N		

Fiscal Year: 2026 Journal entry number: 666 Journal entry date: 02/27/2026 UMB Visa Feb 2026

Fiscal Year: 2026 Journal entry number: 666 Journal entry date: 02/27/2026 UMB Visa Feb 2026

JE Line	Account Number	Description	Item Description	Debit Amount	Credit Amount
Check Number	Vendor Number	Vendor Name	Invoice Number / PO Number / PO Item Number / Po Split Seq Number / PO Item Compl / Encumbrance Liquid Amt / Employee Asset id Number		
Totals for fund: 106				21.98	.00 **
132	590-53010-802-000000	LAB SUPPLIES	Usabluebook	959.01	.00
7674	CARD CENTER		N		
Totals for fund: 590				959.01	.00 **
133	465-53000-420-000000	GENERAL SUPPLIES	Helget Gas Products Inc	5.57	.00
7674	CARD CENTER		N		
Totals for fund: 465				5.57	.00 **
134	105-54001-501-000000	REGISTRATION FEES	John E. Reid & Associa	875.00	.00
7674	CARD CENTER		N		
Totals for fund: 105				875.00	.00 **
135	100-60004-170-000000	MINOR COMPUTER EQUIPMENT	Amazon Mktpl	417.51	.00
7674	CARD CENTER		N		
136	100-57009-203-000000	VEHICLE MAINTENANCE	Amazon Mktpl	33.93	.00
7674	CARD CENTER		N		
137	100-54001-170-000000	REGISTRATION FEES	Rx Usa	1,300.00	.00
7674	CARD CENTER		N		
Totals for fund: 100				1,751.44	.00 **
138	590-54001-802-000000	REGISTRATION FEES	Mwea* Regkwanyndh	361.75	.00
7674	CARD CENTER		N		
139	590-53000-801-000000	GENERAL SUPPLIES	Costco Whse#1268	215.16	.00
7674	CARD CENTER		N		
Totals for fund: 590				576.91	.00 **

Fiscal Year: 2026 Journal entry number: 666 Journal entry date: 02/27/2026 UMB Visa Feb 2026

Fiscal Year: 2026 Journal entry number: 666 Journal entry date: 02/27/2026 UMB Visa Feb 2026

JE Line	Account Number	Description	Item Description	Debit Amount	Credit Amount
Check Number	Vendor Number	Vendor Name	Invoice Number	PO Number	PO Item Number	Po Split Seq Number	PO Item Compl	Encumbrance Liquid Amt	Employee Asset id Number		
140	591-53000-901-000000	GENERAL SUPPLIES	Costco Whse#1268	215.16	.00
7674	CARD CENTER						N				
Totals for fund: 591				215.16	.00 **
141	590-53000-801-000000	GENERAL SUPPLIES	Harbor Freight Tools 388	300.07	.00
7674	CARD CENTER						N				
Totals for fund: 590				300.07	.00 **
142	591-53000-901-000000	GENERAL SUPPLIES	Harbor Freight Tools 388	300.07	.00
7674	CARD CENTER						N				
Totals for fund: 591				300.07	.00 **
143	590-53010-802-000000	LAB SUPPLIES	Usabluebook	152.90	.00
7674	CARD CENTER						N				
Totals for fund: 590				152.90	.00 **
144	106-57009-301-000000	VEHICLE MAINTENANCE	McBee Coffee & Carwash -	24.99	.00
7674	CARD CENTER						N				
Totals for fund: 106				24.99	.00 **
145	590-59026-801-000000	MISCELLANEOUS EXPENSES	Costco Whse#1268	32.50	.00
7674	CARD CENTER						N				
Totals for fund: 590				32.50	.00 **
146	591-59026-901-000000	MISCELLANEOUS EXPENSES	Costco Whse#1268	32.50	.00
7674	CARD CENTER						N				

Fiscal Year: 2026 Journal entry number: 666 Journal entry date: 02/27/2026 UMB Visa Feb 2026

Fiscal Year: 2026 Journal entry number: 666 Journal entry date: 02/27/2026 UMB Visa Feb 2026

JE Line	Account Number	Description	Item Description	Debit Amount	Credit Amount
Check Number	Vendor Number	Vendor Name	Invoice Number / PO Number / PO Item Number / Po Split Seq Number / PO Item Compl / Encumbrance Liquid Amt / Employee Asset id Number		
147	591-57009-902-000000	VEHICLE MAINTENANCE	Bikeworks Unlimited	411.98	.00
	7674 CARD CENTER	92.70.902.14.5541	N		
Totals for fund: 591				444.48	.00 **
148	592-70020-801-000000	CONSTRUCTION CONTRACT	Office Depot #2167	12.97	.00
	7674 CARD CENTER	94.70.801.36.7510	N		
Totals for fund: 592				12.97	.00 **
149	460-57009-403-000000	VEHICLE MAINTENANCE	Feldmans Farm And Home	22.45	.00
	7674 CARD CENTER	60.60.420.14.5541	N		
150	460-60015-403-000000	MINOR TOOLS	Sp Evolution Tools	122.89	.00
	7674 CARD CENTER	60.60.420.04.5018	N		
Totals for fund: 460				145.34	.00 **
151	100-57009-203-000000	VEHICLE MAINTENANCE	Amazon Mktpl	33.93	.00
	7674 CARD CENTER	10.70.225.14.5541	N		
152	100-57009-203-000000		In *calibrated Products,	801.50	.00
	7674 CARD CENTER	10.70.225.14.5541	N		
Totals for fund: 100				835.43	.00 **
153	590-53010-802-000000	LAB SUPPLIES	Usabluebook	55.20	.00
	7674 CARD CENTER	90.70.802.04.5014	N		
Totals for fund: 590				55.20	.00 **
154	100-53035-483-000000	PROGRAM SUPPLIES	Amazon Mark* 8c90a4ng3	61.93	.00
	7674 CARD CENTER	10.60.483.04.5099	N		
155	100-59013-110-000000	MEMBERSHIP DUES	Icma Online	1,200.00	.00
	7674 CARD CENTER	10.20.001.38.5811	N		

Fiscal Year: 2026 Journal entry number: 666 Journal entry date: 02/27/2026 UMB Visa Feb 2026

Fiscal Year: 2026 Journal entry number: 666 Journal entry date: 02/27/2026 UMB Visa Feb 2026

JE Line Number	Account	Description	Item Description	Debit Amount	Credit Amount
Check Number	Vendor Number / Vendor Name	Invoice Number / PO Number / PO Item Number / Po Split Seq Number / PO Item Compl	Item No / Encumbrance Liquid Amt / Employee Asset id Number		
156	100-53000-203-000000	GENERAL SUPPLIES	Uscutter	28.27	.00
	7674 CARD CENTER	10.70.225.04.5001 N			
Totals for fund: 100				1,290.20	.00 **
157	106-59015-301-000000	PROTECTIVE CLOTHING	Amazon Mktpl	198.66	.00
	7674 CARD CENTER	N			
Totals for fund: 106				198.66	.00 **
158	460-53000-403-000000	GENERAL SUPPLIES	Feldmans Farm And Home	161.85	.00
	7674 CARD CENTER	60.60.420.04.5001 N			
Totals for fund: 460				161.85	.00 **
159	590-55027-802-000000	FEES-BIOSOLID DISPOSAL	Sp Shopsolar	2,523.99	.00
	7674 CARD CENTER	90.70.802.08.5370 N			
160	590-53000-801-000000	GENERAL SUPPLIES	Harbor Freight Tools 388	167.19	.00
	7674 CARD CENTER	90.70.801.04.5001 N			
Totals for fund: 590				2,691.18	.00 **
161	591-53000-901-000000	GENERAL SUPPLIES	Harbor Freight Tools 388	167.18	.00
	7674 CARD CENTER	92.70.901.04.5001 N			
Totals for fund: 591				167.18	.00 **
162	100-57019-203-000000	BUILDING MAINTENANCE	Lowes #01565	111.91	.00
	7674 CARD CENTER	10.70.225.14.5571 N			
Totals for fund: 100				111.91	.00 **

Fiscal Year: 2026 Journal entry number: 666 Journal entry date: 02/27/2026 UMB Visa Feb 2026

Fiscal Year: 2026 Journal entry number: 666 Journal entry date: 02/27/2026 UMB Visa Feb 2026

JE Line	Account Number	Description	Item Description	Debit Amount	Credit Amount
Check Number	Vendor Number	Vendor Name	Invoice Number / PO Number / PO Item Number / Po Split Seq Number / PO Item Compl	Item No / Encumbrance Liquid Amt	Employee Asset id Number
163	590-53000-801-000000	GENERAL SUPPLIES	Samsclub #6247	68.94	.00
	7674 CARD CENTER	90.70.801.04.5001	N		
Totals for fund: 590				68.94	.00 **
164	591-53000-901-000000	GENERAL SUPPLIES	Samsclub #6247	68.94	.00
	7674 CARD CENTER	92.70.901.04.5001	N		
Totals for fund: 591				68.94	.00 **
165	106-59013-300-000000	MEMBERSHIP DUES	Www.Iafc.Org	215.00	.00
	7674 CARD CENTER		N		
Totals for fund: 106				215.00	.00 **
166	100-57009-203-000000	VEHICLE MAINTENANCE	Ebay O*21-14167-26911	.00	89.10
	7674 CARD CENTER	10.70.225.14.5541	N		
Totals for fund: 100				.00	89.10 **
167	461-53003-451-000000	RECREATION SUPPLIES	Bchexbackground Checks	246.37	.00
	7674 CARD CENTER	61.60.458.04.5004	N		
Totals for fund: 461				246.37	.00 **
168	100-53035-483-000000	PROGRAM SUPPLIES	Amazon Mktpl	25.00	.00
	7674 CARD CENTER	10.60.483.04.5099	N		
169	100-57019-203-000000	BUILDING MAINTENANCE	Lowes #01565	.00	34.99
	7674 CARD CENTER	10.70.225.14.5571	N		
170	100-57009-203-000000	VEHICLE MAINTENANCE	Oreilly 142	108.98	.00
	7674 CARD CENTER	10.70.225.14.5541	N		

Fiscal Year: 2026 Journal entry number: 666 Journal entry date: 02/27/2026 UMB Visa Feb 2026

Fiscal Year: 2026 Journal entry number: 666 Journal entry date: 02/27/2026 UMB Visa Feb 2026

JE Line Number	Account	Description	Item Description	Debit Amount	Credit Amount	
Check Number	Vendor Number / Vendor Name	Invoice Number / PO Number / PO Item Number / Po Split Seq Number / PO Item Compl	Encumbrance Liquid Amt / Employee Asset id Number			
Totals for fund: 100				133.98	34.99	**
171	590-57005-802-000000	90.70.802.14.5534 WATER PLANT MAINTENANCE	Grainger	872.34	.00	
7674	CARD CENTER	N				
Totals for fund: 590				872.34	.00	**
172	100-57009-203-000000	10.70.225.14.5541 VEHICLE MAINTENANCE	Ebay 0*21-14167-26911	89.10	.00	
7674	CARD CENTER	N				
Totals for fund: 100				89.10	.00	**
173	460-57018-403-000000	60.60.420.14.5559 MISC EQUIPMENT MAINT	Feldmans Farm And Home	84.20	.00	
7674	CARD CENTER	N				
Totals for fund: 460				84.20	.00	**
174	100-57020-202-000000	10.70.221.14.5572 FACILITIES MAINTENANCE	Lowes #01565	36.98	.00	
7674	CARD CENTER	N				
175	100-57009-203-000000	10.70.225.14.5541 VEHICLE MAINTENANCE	Oreilly 142	.00	108.98	
7674	CARD CENTER	N				
Totals for fund: 100				36.98	108.98	**
176	460-57018-403-000000	60.60.420.14.5559 MISC EQUIPMENT MAINT	Oreilly 142	125.78	.00	
7674	CARD CENTER	N				
Totals for fund: 460				125.78	.00	**
177	100-53000-203-000000	10.70.225.04.5001 GENERAL SUPPLIES	Amazon Mktpl	120.87	.00	
7674	CARD CENTER	N				

Fiscal Year: 2026 Journal entry number: 666 Journal entry date: 02/27/2026 UMB Visa Feb 2026

Fiscal Year: 2026 Journal entry number: 666 Journal entry date: 02/27/2026 UMB Visa Feb 2026

JE Line	Account Number	Description	Item Description	Debit Amount	Credit Amount
Check Number	Vendor Number	Vendor Name	Invoice Number / PO Number / PO Item Number / Po Split Seq Number / PO Item Compl / Encumbrance Liquid Amt / Employee Asset id Number		
178	100-59013-140-000000	MEMBERSHIP DUES	Missouri Prima	35.00	.00
	7674 CARD CENTER	10.25.011.38.5811	N		
179	100-53000-203-000000	GENERAL SUPPLIES	Wal-Mart #0234	.00	23.47
	7674 CARD CENTER	10.70.225.04.5001	N		
180	100-59013-140-000000	MEMBERSHIP DUES	Missouri Prima	35.00	.00
	7674 CARD CENTER	10.25.011.38.5811	N		
181	100-57019-203-000000	BUILDING MAINTENANCE	Lowes #01565	59.99	.00
	7674 CARD CENTER	10.70.225.14.5571	N		
Totals for fund: 100				250.86	23.47 **
182	461-53009-451-000000	CHEMICALS	Siteone Landscape Supply	542.71	.00
	7674 CARD CENTER	61.60.458.04.5010	N		
Totals for fund: 461				542.71	.00 **
183	590-55027-802-000000	FEES-BIOSOLID DISPOSAL	Acmetools.Com	754.00	.00
	7674 CARD CENTER	90.70.802.08.5370	N		
Totals for fund: 590				754.00	.00 **
184	100-57009-203-000000	VEHICLE MAINTENANCE	Ebay O*12-14180-62569	61.99	.00
	7674 CARD CENTER	10.70.225.14.5541	N		
Totals for fund: 100				61.99	.00 **
185	465-57018-420-000000	MISC EQUIPMENT MAINT	Life Fitness	102.84	.00
	7674 CARD CENTER	65.60.491.14.5559	N		
Totals for fund: 465				102.84	.00 **
186	100-55001-170-000000	INTERNET SERVICE FEES	Amazon Web Services	48.01	.00
	7674 CARD CENTER	10.90.132.08.5304	N		

Fiscal Year: 2026 Journal entry number: 666 Journal entry date: 02/27/2026 UMB Visa Feb 2026

Fiscal Year: 2026 Journal entry number: 666 Journal entry date: 02/27/2026 UMB Visa Feb 2026

JE Line Number	Account	Description	Item Description	Debit Amount	Credit Amount
Check Number	Vendor Number / Vendor Name	Invoice Number / PO Number / PO Item Number / Po Split Seq Number / PO Item Compl	Encumbrance Liquid Amt / Employee Asset id Number		
Totals for fund: 100				48.01	.00 **
187	465-55062-410-000000	65.60.417.08.8201 AEROBICS	Amazon Mktpl	99.96	.00
7674	CARD CENTER	N			
188	465-53000-420-000000	65.60.491.04.5001 GENERAL SUPPLIES	Amazon Mktpl	68.99	.00
7674	CARD CENTER	N			
189	465-60000-420-000000	65.60.491.18.5601 MINOR EQUIPMENT	Amazon Reta* De00d61p3	57.02	.00
7674	CARD CENTER	N			
Totals for fund: 465				225.97	.00 **
190	590-55027-802-000000	90.70.802.08.5370 FEES-BIOSOLID DISPOSAL	Homedepot.Com	219.34	.00
7674	CARD CENTER	N			
191	590-59014-801-000000	90.70.801.38.5812 CLOTHING EXPENSES	Amazon.Com*t771j3wq3	29.55	.00
7674	CARD CENTER	N			
192	590-53000-131-000000	90.30.133.04.5001 GENERAL SUPPLIES	Amazon Reta* Uk8fz5q83	40.08	.00
7674	CARD CENTER	N			
Totals for fund: 590				288.97	.00 **
193	591-53000-131-000000	92.30.134.04.5001 GENERAL SUPPLIES	Amazon Reta* Uk8fz5q83	40.07	.00
7674	CARD CENTER	N			
Totals for fund: 591				40.07	.00 **
194	100-59013-151-000000	10.80.153.38.5811 MEMBERSHIP DUES	Py *napc	150.00	.00
7674	CARD CENTER	N			
Totals for fund: 100				150.00	.00 **
195	461-59014-451-000000	61.60.458.38.5812 CLOTHING EXPENSES	Amazon Mktpl	37.25	.00
7674	CARD CENTER	N			

Fiscal Year: 2026 Journal entry number: 666 Journal entry date: 02/27/2026 UMB Visa Feb 2026

Fiscal Year: 2026 Journal entry number: 666 Journal entry date: 02/27/2026 UMB Visa Feb 2026

JE Line	Account Number	Description	Item Description	Debit Amount	Credit Amount	
Check Number	Vendor Number	Vendor Name	Invoice Number / PO Number / PO Item Number / Po Split Seq Number / PO Item Compl / Encumbrance Liquid Amt / Employee Asset id Number			
Totals for fund: 461				37.25	.00	**
196	106-57019-300-000000	BUILDING MAINTENANCE	Titan Distributors Inc	704.91	.00	
7674	CARD CENTER		N			
Totals for fund: 106				704.91	.00	**
197	100-55001-170-000000	INTERNET SERVICE FEES	Spectrum	335.68	.00	
7674	CARD CENTER	10.90.132.08.5304	N			
198	100-59013-140-000000	MEMBERSHIP DUES	Pelra* Inv-21005	190.00	.00	
7674	CARD CENTER	10.25.011.38.5811	N			
Totals for fund: 100				525.68	.00	**
199	247-59026-204-000000	MISCELLANEOUS EXPENSES	Sutherlands 1214	13.98	.00	
7674	CARD CENTER	73.70.226.38.5989	N			
Totals for fund: 247				13.98	.00	**
200	460-53008-403-000000	MAINTENANCE MATERIALS	Feldmans Farm And Home	248.94	.00	
7674	CARD CENTER	60.60.420.04.5009	N			
Totals for fund: 460				248.94	.00	**
201	461-53008-451-000000	MAINTENANCE MATERIALS	Feldmans Farm And Home	248.93	.00	
7674	CARD CENTER	61.60.458.04.5009	N			
Totals for fund: 461				248.93	.00	**
202	591-57009-902-000000	VEHICLE MAINTENANCE	Fsp*strickland Brothers	181.95	.00	
7674	CARD CENTER	92.70.902.14.5541	N			

Fiscal Year: 2026 Journal entry number: 666 Journal entry date: 02/27/2026 UMB Visa Feb 2026

Fiscal Year: 2026 Journal entry number: 666 Journal entry date: 02/27/2026 UMB Visa Feb 2026

JE Line	Account Number	Description	Item Description	Debit Amount	Credit Amount	
Check Number	Vendor Number	Vendor Name / Invoice Number / PO Number / PO Item Number / Po Split Seq Number / PO Item Compl / Encumbrance Liquid Amt / Employee Asset id Number				
Totals for fund: 591				181.95	.00	**
203	100-57012-203-000000	OFFICE EQUIPMENT MAINTENANCE	Wm Supercenter #234	.00	47.67	
7674	CARD CENTER	10.70.225.14.5551 N				
Totals for fund: 100				.00	47.67	**
204	105-59014-501-000000	CLOTHING EXPENSES	Amazon Mktpl	279.95	.00	
7674	CARD CENTER	N				
Totals for fund: 105				279.95	.00	**
205	590-57009-801-000000	VEHICLE MAINTENANCE	Ls Truck Trailer & Hit	39.95	.00	
7674	CARD CENTER	90.70.801.14.5541 N				
Totals for fund: 590				39.95	.00	**
206	591-57009-901-000000	VEHICLE MAINTENANCE	Ls Truck Trailer & Hit	39.95	.00	
7674	CARD CENTER	92.70.901.14.5541 N				
Totals for fund: 591				39.95	.00	**
207	244-53022-119-000000	GRANT SUPPLIES	Paypal	475.00	.00	
7674	CARD CENTER	67.20.061.04.5054 N				
Totals for fund: 244				475.00	.00	**
208	590-57009-801-000000	VEHICLE MAINTENANCE	Harbor Freight Tools 863	299.99	.00	
7674	CARD CENTER	90.70.801.14.5541 N				
Totals for fund: 590				299.99	.00	**

Fiscal Year: 2026 Journal entry number: 666 Journal entry date: 02/27/2026 UMB Visa Feb 2026

Fiscal Year: 2026 Journal entry number: 666 Journal entry date: 02/27/2026 UMB Visa Feb 2026

JE Line Number	Account	Description	Item Description	Debit Amount	Credit Amount
Check Number	Vendor Number / Vendor Name	Invoice Number / PO Number / PO Item Number / Po Split Seq Number / PO Item Compl	Item No / Encumbrance Liquid Amt / Employee Asset id Number		
209	591-57009-901-000000	92.70.901.14.5541 VEHICLE MAINTENANCE	Amazon Mark* 4t10s17s3	11.38	.00
	7674 CARD CENTER	N			
Totals for fund: 591				11.38	.00 **
210	465-57018-420-000000	65.60.491.14.5559 MISC EQUIPMENT MAINT	Life Fitness	168.00	.00
	7674 CARD CENTER	N			
Totals for fund: 465				168.00	.00 **
211	590-57018-801-000000	90.70.801.14.5559 MISC EQUIPMENT MAINT	Tompkins Ind - Br 8	160.66	.00
	7674 CARD CENTER	N			
Totals for fund: 590				160.66	.00 **
212	591-57018-901-000000	92.70.901.14.5559 MISC EQUIPMENT MAINT	Tompkins Ind - Br 8	160.66	.00
	7674 CARD CENTER	N			
Totals for fund: 591				160.66	.00 **
213	465-53000-420-000000	65.60.491.04.5001 GENERAL SUPPLIES	Amazon.Com*jd85t9t83	17.92	.00
	7674 CARD CENTER	N			
Totals for fund: 465				17.92	.00 **
214	100-57020-202-000000	10.70.221.14.5572 FACILITIES MAINTENANCE	In *siebert - Dt Llc	50.00	.00
	7674 CARD CENTER	N			
215	100-57020-202-000000	10.70.221.14.5572	Lowes #01565	99.96	.00
	7674 CARD CENTER	N			
Totals for fund: 100				149.96	.00 **

Fiscal Year: 2026 Journal entry number: 666 Journal entry date: 02/27/2026 UMB Visa Feb 2026

Fiscal Year: 2026 Journal entry number: 666 Journal entry date: 02/27/2026 UMB Visa Feb 2026

JE Line Number	Account	Description	Item Description	Debit Amount	Credit Amount
Check Number	Vendor Number / Vendor Name	Invoice Number / PO Number / PO Item Number / Po Split Seq Number / PO Item Compl	Item No / Encumbrance Liquid Amt / Employee Asset id Number		
216	590-60000-802-000000	MINOR EQUIPMENT	The Home Depot 3019	328.91	.00
	7674 CARD CENTER	90.70.802.18.5601	N		
Totals for fund: 590				328.91	.00 **
217	100-57009-201-000000	VEHICLE MAINTENANCE	Ls Truck Trailer & Hit	444.95	.00
	7674 CARD CENTER	10.70.201.14.5541	N		
Totals for fund: 100				444.95	.00 **
218	461-57019-451-000000	BUILDING MAINTENANCE	Lowes #01565	9.98	.00
	7674 CARD CENTER	61.60.458.14.5571	N		
Totals for fund: 461				9.98	.00 **
219	100-60004-170-000000	MINOR COMPUTER EQUIPMENT	Fs Com Inc	478.00	.00
	7674 CARD CENTER	10.90.132.18.5605	N		
220	100-60002-170-000000	MINOR SOFTWARE	Smartdraw Software, Llc	95.40	.00
	7674 CARD CENTER	10.90.132.18.5603	N		
Totals for fund: 100				573.40	.00 **
221	590-57009-801-000000	VEHICLE MAINTENANCE	Amazon Mktpl	114.60	.00
	7674 CARD CENTER	90.70.801.14.5541	N		
Totals for fund: 590				114.60	.00 **
222	100-57020-202-000000	FACILITIES MAINTENANCE	In *siebert - Dt Llc	40.00	.00
	7674 CARD CENTER	10.70.221.14.5572	N		
Totals for fund: 100				40.00	.00 **

Fiscal Year: 2026 Journal entry number: 666 Journal entry date: 02/27/2026 UMB Visa Feb 2026

Fiscal Year: 2026 Journal entry number: 666 Journal entry date: 02/27/2026 UMB Visa Feb 2026

JE Line	Account Number	Description	Item Description	Debit Amount	Credit Amount
Check Number	Vendor Number	Vendor Name	Invoice Number / PO Number / PO Item Number / Po Split Seq Number / PO Item Compl / Encumbrance Liquid Amt / Employee Asset id Number		
223	461-59014-451-000000	CLOTHING EXPENSES	Under Armour Ksc	86.36	.00
	7674	CARD CENTER	61.60.458.38.5812 N		
Totals for fund: 461				86.36	.00 **
224	100-53000-203-000000	GENERAL SUPPLIES	Amazon.Com*6o25x6ic3	19.98	.00
	7674	CARD CENTER	10.70.225.04.5001 N		
Totals for fund: 100				19.98	.00 **
225	465-53000-420-000000	GENERAL SUPPLIES	Amazon Mktpl	42.81	.00
	7674	CARD CENTER	65.60.491.04.5001 N		
Totals for fund: 465				42.81	.00 **
226	591-59014-902-000000	CLOTHING EXPENSES	Happy Times	76.50	.00
	7674	CARD CENTER	92.70.902.38.5812 N		
Totals for fund: 591				76.50	.00 **
227	100-53000-203-000000	GENERAL SUPPLIES	Lowes #01565	.00	68.26
	7674	CARD CENTER	10.70.225.04.5001 N		
Totals for fund: 100				.00	68.26 **
228	465-12002-000-000000	A/R REIMBURSEABLE EXPENSES	Landing Eatery And Pub	17.40	.00
	7674	CARD CENTER	65.1405 N		
Totals for fund: 465				17.40	.00 **
229	244-59005-119-AM250	SPECIAL EVENTS - AM250	Amazon Mktpl	27.19	.00
	7674	CARD CENTER	N		

Fiscal Year: 2026 Journal entry number: 666 Journal entry date: 02/27/2026 UMB Visa Feb 2026

Fiscal Year: 2026 Journal entry number: 666 Journal entry date: 02/27/2026 UMB Visa Feb 2026

JE Line Number	Account	Description	Item Description	Debit Amount	Credit Amount	
	Check Number / Vendor Number / Vendor Name	Invoice Number / PO Number / PO Item Number / Po Split Seq Number / PO Item Compl	Encumbrance Liquid Amt / Employee Asset id Number			
	Totals for fund: 244			27.19	.00	**
230	590-53006-802-000000	90.70.802.04.5008 BUILDING MAINT SUPPLIES	Reeves-Wiedeman - Libert	61.09	.00	
	7674 CARD CENTER	N				
	Totals for fund: 590			61.09	.00	**
231	460-57018-403-000000	60.60.420.14.5559 MISC EQUIPMENT MAINT	Lowes #01565	22.26	.00	
	7674 CARD CENTER	N				
232	460-60015-403-000000	60.60.420.04.5018 MINOR TOOLS	Lowes #01565	35.30	.00	
	7674 CARD CENTER	N				
	Totals for fund: 460			57.56	.00	**
233	100-59014-203-000000	10.70.225.38.5812 CLOTHING EXPENSES	Happy Times	30.00	.00	
	7674 CARD CENTER	N				
	Totals for fund: 100			30.00	.00	**
234	105-59014-501-000000	CLOTHING EXPENSES	Sp Uniform Warehouse	.00	265.32	
	7674 CARD CENTER	N				
	Totals for fund: 105			.00	265.32	**
235	100-55001-170-000000	10.90.132.08.5304 INTERNET SERVICE FEES	Spectrum	899.00	.00	
	7674 CARD CENTER	N				
	Totals for fund: 100			899.00	.00	**
236	591-53008-902-000000	92.70.902.04.5009 MAINTENANCE MATERIALS	Amazon Mktpl	189.99	.00	
	7674 CARD CENTER	N				

Fiscal Year: 2026 Journal entry number: 666 Journal entry date: 02/27/2026 UMB Visa Feb 2026

Fiscal Year: 2026 Journal entry number: 666 Journal entry date: 02/27/2026 UMB Visa Feb 2026

JE Line Number	Account	Description	Item Description	Debit Amount	Credit Amount	
Check Number	Vendor Number / Vendor Name	Invoice Number / PO Number / PO Item Number / Po Split Seq Number / PO Item Compl	Encumbrance Liquid Amt / Employee Asset id Number			
Totals for fund: 591				189.99	.00	**
237	461-59026-451-000000	61.60.458.38.5989 MISCELLANEOUS EXPENSES	Dri*signs	132.89	.00	
7674	CARD CENTER	N				
Totals for fund: 461				132.89	.00	**
238	100-55039-512-000000	10.40.512.08.5393 REGIONAL ALERT SYSTEM	Spectrum	100.00	.00	
7674	CARD CENTER	N				
Totals for fund: 100				100.00	.00	**
239	105-54001-501-000000	REGISTRATION FEES	Heartland Toa	1,200.00	.00	
7674	CARD CENTER	N				
240	105-60000-501-000000	MINOR EQUIPMENT	Amazon Mktpl	36.62	.00	
7674	CARD CENTER	N				
Totals for fund: 105				1,236.62	.00	**
241	100-57020-202-000000	10.70.221.14.5572 FACILITIES MAINTENANCE	Lowes #01565	349.92	.00	
7674	CARD CENTER	N				
Totals for fund: 100				349.92	.00	**
242	460-57018-403-000000	60.60.420.14.5559 MISC EQUIPMENT MAINT	32a Purcell Tire	280.00	.00	
7674	CARD CENTER	N				
243	460-57009-403-000000	60.60.420.14.5541 VEHICLE MAINTENANCE	32a Purcell Tire	1,270.90	.00	
7674	CARD CENTER	N				
Totals for fund: 460				1,550.90	.00	**

Fiscal Year: 2026 Journal entry number: 666 Journal entry date: 02/27/2026 UMB Visa Feb 2026

Fiscal Year: 2026 Journal entry number: 666 Journal entry date: 02/27/2026 UMB Visa Feb 2026

JE Line	Account	Description	Item Description	Debit Amount	Credit Amount
Check Number	Vendor Number / Vendor Name	Invoice Number / PO Number / PO Item Number / Po Split Seq Number / PO Item Compl	Item No / Encumbrance Liquid Amt / Employee Number / Asset id		
244	244-59005-119-AM250	SPECIAL EVENTS - AM250	Facebk *jzyuhchh32	91.19	.00
7674	CARD CENTER	N			
245	244-53026-119-000000	MAKE MUSIC DAY-SUPPLIES	Facebk *jzyuhchh32	99.98	.00
7674	CARD CENTER	N			
Totals for fund: 244				191.17	.00 **
246	106-53012-301-000000	EQUIPMENT SUPPLIES	Amazon Mktpl	27.99	.00
7674	CARD CENTER	N			
Totals for fund: 106				27.99	.00 **
247	100-57012-203-000000	OFFICE EQUIPMENT MAINTENANCE	Wal-Mart #0234	47.67	.00
7674	CARD CENTER	N			
Totals for fund: 100				47.67	.00 **
248	590-53000-802-000000	GENERAL SUPPLIES	The Ups Store 2836	32.60	.00
7674	CARD CENTER	N			
Totals for fund: 590				32.60	.00 **
249	106-60000-301-000000	MINOR EQUIPMENT	Amazon Mktpl	1,139.96	.00
7674	CARD CENTER	N			
Totals for fund: 106				1,139.96	.00 **
250	105-59014-501-000000	CLOTHING EXPENSES	Amazon Mktpl	359.90	.00
7674	CARD CENTER	N			
Totals for fund: 105				359.90	.00 **

Fiscal Year: 2026 Journal entry number: 666 Journal entry date: 02/27/2026 UMB Visa Feb 2026

Fiscal Year: 2026 Journal entry number: 666 Journal entry date: 02/27/2026 UMB Visa Feb 2026

JE Line	Account Number	Description	Item Description	Debit Amount	Credit Amount
	Check Number / Vendor Number / Vendor Name / Invoice Number / PO Number / PO Item Number / Po Split Seq Number / PO Item Compl / Encumbrance Liquid Amt / Employee Asset id Number				
251	460-60015-403-000000	MINOR TOOLS	Amazon Mktpl	75.59	.00
	7674 CARD CENTER	60.60.420.04.5018	N		
	Totals for fund: 460			75.59	.00 **
252	591-59014-901-000000	CLOTHING EXPENSES	Target 00014555	30.00	.00
	7674 CARD CENTER	92.70.901.38.5812	N		
	Totals for fund: 591			30.00	.00 **
253	106-53007-300-000000	FOOD	Lamars Donuts #12	37.75	.00
	7674 CARD CENTER		N		
	Totals for fund: 106			37.75	.00 **
254	100-57019-203-000000	BUILDING MAINTENANCE	Wm Supercenter #234	221.47	.00
	7674 CARD CENTER	10.70.225.14.5571	N		
	Totals for fund: 100			221.47	.00 **
255	591-60015-901-000000	MINOR TOOLS	The Home Depot #3019	49.97	.00
	7674 CARD CENTER	92.70.901.04.5018	N		
256	591-59015-901-000000	PROTECTIVE CLOTHING	Feldmans Farm And Home	48.12	.00
	7674 CARD CENTER	92.70.901.38.5813	N		
	Totals for fund: 591			98.09	.00 **
257	461-57018-451-000000	MISC EQUIPMENT MAINT	Van Wall Equipment	948.51	.00
	7674 CARD CENTER	61.60.458.14.5559	N		
	Totals for fund: 461			948.51	.00 **

Fiscal Year: 2026 Journal entry number: 666 Journal entry date: 02/27/2026 UMB Visa Feb 2026

Fiscal Year: 2026 Journal entry number: 666 Journal entry date: 02/27/2026 UMB Visa Feb 2026

JE Line	Account Number	Description	Item Description	Debit Amount	Credit Amount
Check Number	Vendor Number	Vendor Name	Invoice Number / PO Number / PO Item Number / Po Split Seq Number / PO Item Compl / Encumbrance Liquid Amt / Employee Asset id Number		
258	100-57012-203-000000	OFFICE EQUIPMENT MAINTENANCE	Wal-Mart #0234	47.67	.00
	7674	CARD CENTER	N		
Totals for fund: 100				47.67	.00 **
259	105-59013-501-000000	MEMBERSHIP DUES	Fbi Leeda Inc	50.00	.00
	7674	CARD CENTER	N		
Totals for fund: 105				50.00	.00 **
260	461-57019-451-000000	BUILDING MAINTENANCE	Lowes #01565	2.98	.00
	7674	CARD CENTER	N		
Totals for fund: 461				2.98	.00 **
261	244-53022-119-000000	GRANT SUPPLIES	Paypal	120.00	.00
	7674	CARD CENTER	N		
Totals for fund: 244				120.00	.00 **
262	460-59014-403-000000	CLOTHING EXPENSES	Amazon.Com*bb1bs9f43	104.99	.00
	7674	CARD CENTER	N		
Totals for fund: 460				104.99	.00 **
263	591-59026-901-000000	MISCELLANEOUS EXPENSES	Feldmans Farm And Home	54.05	.00
	7674	CARD CENTER	N		
Totals for fund: 591				54.05	.00 **
264	100-53000-201-000000	GENERAL SUPPLIES	Amazon Mktpl	64.89	.00
	7674	CARD CENTER	N		

Fiscal Year: 2026 Journal entry number: 666 Journal entry date: 02/27/2026 UMB Visa Feb 2026

Fiscal Year: 2026 Journal entry number: 666 Journal entry date: 02/27/2026 UMB Visa Feb 2026

JE Line Number	Account	Description	Item Description	Debit Amount	Credit Amount	
Check Number	Vendor Number / Vendor Name	Invoice Number / PO Number / PO Item Number / Po Split Seq Number / PO Item Compl	Encumbrance Liquid Amt / Employee Asset id Number			
Totals for fund: 100				64.89	.00	**
265	352-57022-403-000000	52.60.420.14.5583 GROUNDS/LANDSCAPING MAINT	Menards 3342	10.28	.00	
7674	CARD CENTER	N				
Totals for fund: 352				10.28	.00	**
266	591-59015-901-000000	92.70.901.38.5813 PROTECTIVE CLOTHING	Ls Rogers Sporting Go	199.99	.00	
7674	CARD CENTER	N				
Totals for fund: 591				199.99	.00	**
267	461-57018-451-000000	61.60.458.14.5559 MISC EQUIPMENT MAINT	Tompkins Ind - Br 8	708.62	.00	
7674	CARD CENTER	N				
Totals for fund: 461				708.62	.00	**
268	590-57018-801-000000	90.70.801.14.5559 MISC EQUIPMENT MAINT	Amazon Mktpl	119.98	.00	
7674	CARD CENTER	N				
Totals for fund: 590				119.98	.00	**
269	100-57009-203-000000	10.70.225.14.5541 VEHICLE MAINTENANCE	Oreilly 142	173.84	.00	
7674	CARD CENTER	N				
270	100-57009-203-000000	10.70.225.14.5541	Amazon Mktpl	9.95	.00	
7674	CARD CENTER	N				
Totals for fund: 100				183.79	.00	**
271	105-59014-501-000000	CLOTHING EXPENSES	Tacticalgear.Com	233.12	.00	
7674	CARD CENTER	N				

Fiscal Year: 2026 Journal entry number: 666 Journal entry date: 02/27/2026 UMB Visa Feb 2026

Fiscal Year: 2026 Journal entry number: 666 Journal entry date: 02/27/2026 UMB Visa Feb 2026

JE Line Number	Account	Description	Item Description	Debit Amount	Credit Amount	
Check Number	Vendor Number / Vendor Name	Invoice Number / PO Number / PO Item Number / Po Split Seq Number / PO Item Compl	Encumbrance Liquid Amt / Employee Asset id Number			
Totals for fund: 105				233.12	.00	**
272	460-60015-403-000000	60.60.420.04.5018 MINOR TOOLS	Amazon Mktpl	18.97	.00	
7674	CARD CENTER	N				
Totals for fund: 460				18.97	.00	**
273	106-57009-300-000000	VEHICLE MAINTENANCE	McBee Coffee & Carwash -	24.99	.00	
7674	CARD CENTER	N				
Totals for fund: 106				24.99	.00	**
274	105-54000-501-000000	TRAINING TRAVEL	Hyatt Regency St.Louis	388.28	.00	
7674	CARD CENTER	N				
Totals for fund: 105				388.28	.00	**
275	465-57019-420-000000	65.60.491.14.5571 BUILDING MAINTENANCE	Amazon Mktpl	105.48	.00	
7674	CARD CENTER	N				
Totals for fund: 465				105.48	.00	**
276	100-53000-110-000000	10.20.001.04.5001 GENERAL SUPPLIES	Amazon Mktpl	19.99	.00	
7674	CARD CENTER	N				
277	100-53000-113-000000	10.21.032.04.5001 GENERAL SUPPLIES	Amazon Mktpl	28.49	.00	
7674	CARD CENTER	N				
Totals for fund: 100				48.48	.00	**
278	105-54000-501-000000	TRAINING TRAVEL	Hyatt Regency St.Louis	304.28	.00	
7674	CARD CENTER	N				

Fiscal Year: 2026 Journal entry number: 666 Journal entry date: 02/27/2026 UMB Visa Feb 2026

Fiscal Year: 2026 Journal entry number: 666 Journal entry date: 02/27/2026 UMB Visa Feb 2026

JE Line	Account Number	Description	Item Description	Debit Amount	Credit Amount
Check Number	Vendor Number	Vendor Name / Invoice Number / PO Number / PO Item Number / Po Split Seq Number / PO Item Compl	Item No / Encumbrance Liquid Amt / Employee Asset id Number		
	Totals for fund: 105			304.28	.00 **
279	460-57009-403-000000	VEHICLE MAINTENANCE	Fleetpride210	62.34	.00
7674	CARD CENTER	60.60.420.14.5541	N		
	Totals for fund: 460			62.34	.00 **
280	465-55066-410-000000	CHILD CARE PROGRAM	Amazon Mktpl	52.24	.00
7674	CARD CENTER	65.60.417.08.8701	N		
	Totals for fund: 465			52.24	.00 **
281	460-57009-403-000000	VEHICLE MAINTENANCE	Oreilly 142	62.59	.00
7674	CARD CENTER	60.60.420.14.5541	N		
	Totals for fund: 460			62.59	.00 **
282	100-57020-202-000000	FACILITIES MAINTENANCE	Amazon Reta* 4629v1hr3	147.63	.00
7674	CARD CENTER	10.70.221.14.5572	N		
	Totals for fund: 100			147.63	.00 **
283	590-54004-802-000000	TRAINING COSTS	The Upper Cut Kc	141.33	.00
7674	CARD CENTER	90.70.802.06.5259	N		
	Totals for fund: 590			141.33	.00 **
284	105-59004-501-000000	MEETING EXPENSE	Fsp*fbinaa Ks Wmo Chapte	35.00	.00
7674	CARD CENTER		N		
	Totals for fund: 105			35.00	.00 **

Fiscal Year: 2026 Journal entry number: 666 Journal entry date: 02/27/2026 UMB Visa Feb 2026

Fiscal Year: 2026 Journal entry number: 666 Journal entry date: 02/27/2026 UMB Visa Feb 2026

JE Line Number	Account	Description	Item Description	Debit Amount	Credit Amount
Check Number	Vendor Number / Vendor Name	Invoice Number / PO Number / PO Item Number / Po Split Seq Number / PO Item Compl	Item No / Encumbrance Liquid Amt	Employee Asset id Number	
285	460-59014-403-000000	CLOTHING EXPENSES	Ross Stores #1640	59.97	.00
	60.60.420.38.5812				
	7674 CARD CENTER		N		
286	460-60015-403-000000	MINOR TOOLS	Amazon Mktpl	109.90	.00
	60.60.420.04.5018				
	7674 CARD CENTER		N		
Totals for fund: 460				169.87	.00 **
287	100-60000-512-000000	MINOR EQUIPMENT	Officesolut	391.42	.00
	10.40.512.18.5601				
	7674 CARD CENTER		N		
Totals for fund: 100				391.42	.00 **
288	590-57019-801-000000	BUILDING MAINTENANCE	Reeves-Wiedeman - Libert	23.65	.00
	90.70.801.14.5571				
	7674 CARD CENTER		N		
Totals for fund: 590				23.65	.00 **
289	591-57019-901-000000	BUILDING MAINTENANCE	Reeves-Wiedeman - Libert	23.65	.00
	92.70.901.14.5571				
	7674 CARD CENTER		N		
Totals for fund: 591				23.65	.00 **
290	106-53000-301-000000	GENERAL SUPPLIES	Personal Touch Engraving	90.00	.00
	7674 CARD CENTER		N		
Totals for fund: 106				90.00	.00 **
291	461-53003-451-000000	RECREATION SUPPLIES	Amazon Mktpl	191.86	.00
	61.60.458.04.5004				
	7674 CARD CENTER		N		
Totals for fund: 461				191.86	.00 **

Fiscal Year: 2026 Journal entry number: 666 Journal entry date: 02/27/2026 UMB Visa Feb 2026

Fiscal Year: 2026 Journal entry number: 666 Journal entry date: 02/27/2026 UMB Visa Feb 2026

JE Line Number	Account	Description	Item Description	Debit Amount	Credit Amount
Check Number	Vendor Number / Vendor Name	Invoice Number / PO Number / PO Item Number / Po Split Seq Number / PO Item Compl	No / Encumbrance Liquid Amt / Employee Asset id Number		
292	106-53000-300-000000	GENERAL SUPPLIES	Odp Bus Sol Llc # 102167	308.52	.00
	7674 CARD CENTER	N			
Totals for fund: 106				308.52	.00 **
293	460-59014-403-000000	60.60.420.38.5812 CLOTHING EXPENSES	Wal-Mart #0234	99.96	.00
	7674 CARD CENTER	N			
Totals for fund: 460				99.96	.00 **
294	590-53000-801-000000	90.70.801.04.5001 GENERAL SUPPLIES	Lowes #01565	25.48	.00
	7674 CARD CENTER	N			
Totals for fund: 590				25.48	.00 **
295	106-53004-302-000000	VEHICLE SUPPLIES	Lowes #01565	29.94	.00
	7674 CARD CENTER	N			
296	106-53014-301-000000	STATION SUPPLIES	Lowes #01565	51.72	.00
	7674 CARD CENTER	N			
Totals for fund: 106				81.66	.00 **
297	591-53008-902-000000	92.70.902.04.5009 MAINTENANCE MATERIALS	Amazon Mktpl	201.38	.00
	7674 CARD CENTER	N			
Totals for fund: 591				201.38	.00 **
298	590-57005-802-000000	90.70.802.14.5534 WATER PLANT MAINTENANCE	Grainger	832.63	.00
	7674 CARD CENTER	N			
Totals for fund: 590				832.63	.00 **

Fiscal Year: 2026 Journal entry number: 666 Journal entry date: 02/27/2026 UMB Visa Feb 2026

Fiscal Year: 2026 Journal entry number: 666 Journal entry date: 02/27/2026 UMB Visa Feb 2026

JE Line	Account Number	Description	Item Description	Debit Amount	Credit Amount
Check Number	Vendor Number	Vendor Name	Invoice Number / PO Number / PO Item Number / Po Split Seq Number / PO Item Compl / Encumbrance Liquid Amt / Employee Asset id Number		
299	460-57009-403-000000	VEHICLE MAINTENANCE	Samsclub #6247	503.88	.00
	7674 CARD CENTER	60.60.420.14.5541	N		
Totals for fund: 460				503.88	.00 **
300	591-53000-901-000000	GENERAL SUPPLIES	Samsclub #6247	27.86	.00
	7674 CARD CENTER	92.70.901.04.5001	N		
Totals for fund: 591				27.86	.00 **
301	590-53000-801-000000	GENERAL SUPPLIES	Samsclub #6247	27.86	.00
	7674 CARD CENTER	90.70.801.04.5001	N		
302	590-59015-801-000000	PROTECTIVE CLOTHING	Ls Rogers Sporting Go	169.99	.00
	7674 CARD CENTER	90.70.801.38.5813	N		
Totals for fund: 590				197.85	.00 **
303	351-57031-201-000000	ASPHALT-STREET REPAIRS	Lowes #01565	39.96	.00
	7674 CARD CENTER	50.75.607.14.5621	N		
Totals for fund: 351				39.96	.00 **
304	106-59014-301-000000	CLOTHING EXPENSES	J Higgins Ltd	305.80	.00
	7674 CARD CENTER		N		
Totals for fund: 106				305.80	.00 **
305	105-59014-501-000000	CLOTHING EXPENSES	Amazon Reta* Fl3fd4c83	122.36	.00
	7674 CARD CENTER		N		
Totals for fund: 105				122.36	.00 **

Fiscal Year: 2026 Journal entry number: 666 Journal entry date: 02/27/2026 UMB Visa Feb 2026

Fiscal Year: 2026 Journal entry number: 666 Journal entry date: 02/27/2026 UMB Visa Feb 2026

JE Line	Account Number	Description	Item Description	Debit Amount	Credit Amount
Check Number	Vendor Number	Vendor Name	Invoice Number / PO Number / PO Item Number / Po Split Seq Number / PO Item Compl / Encumbrance Liquid Amt / Employee Asset id Number		
306	100-53000-170-000000	GENERAL SUPPLIES	Amazon Mktpl	12.34	.00
7674	CARD CENTER	10.90.132.04.5001	N		
Totals for fund: 100				12.34	.00 **
307	460-57009-403-000000	VEHICLE MAINTENANCE	Oreilly 142	48.10	.00
7674	CARD CENTER	60.60.420.14.5541	N		
Totals for fund: 460				48.10	.00 **
308	590-59015-801-000000	PROTECTIVE CLOTHING	Ls Rogers Sporting Go	169.99	.00
7674	CARD CENTER	90.70.801.38.5813	N		
Totals for fund: 590				169.99	.00 **
309	100-59014-203-000000	CLOTHING EXPENSES	Feldmans Farm And Home	63.98	.00
7674	CARD CENTER	10.70.225.38.5812	N		
Totals for fund: 100				63.98	.00 **
310	590-59015-801-000000	PROTECTIVE CLOTHING	Ls Rogers Sporting Go	169.99	.00
7674	CARD CENTER	90.70.801.38.5813	N		
Totals for fund: 590				169.99	.00 **
311	460-57009-403-000000	VEHICLE MAINTENANCE	Oreilly 142	29.05	.00
7674	CARD CENTER	60.60.420.14.5541	N		
Totals for fund: 460				29.05	.00 **
312	461-53000-451-000000	GENERAL SUPPLIES	Amazon Mktpl	22.94	.00
7674	CARD CENTER	61.60.458.04.5001	N		

Fiscal Year: 2026 Journal entry number: 666 Journal entry date: 02/27/2026 UMB Visa Feb 2026

Fiscal Year: 2026 Journal entry number: 666 Journal entry date: 02/27/2026 UMB Visa Feb 2026

JE Line Number	Account	Description	Item Description	Debit Amount	Credit Amount	
Check Number	Vendor Number / Vendor Name	Invoice Number / PO Number / PO Item Number / Po Split Seq Number / PO Item Compl	Encumbrance Liquid Amt / Employee Asset id Number			
	Totals for fund: 461			22.94	.00	**
313	590-59014-801-000000	90.70.801.38.5812 CLOTHING EXPENSES	Amazon Mktpl	44.80	.00	
7674	CARD CENTER	N				
	Totals for fund: 590			44.80	.00	**
314	465-53000-420-000000	65.60.491.04.5001 GENERAL SUPPLIES	Amazon Mark* S87ow2bv3	59.99	.00	
7674	CARD CENTER	N				
	Totals for fund: 465			59.99	.00	**
315	591-54004-902-000000	92.70.902.06.5259 TRAINING COSTS	American Water College	299.99	.00	
7674	CARD CENTER	N				
	Totals for fund: 591			299.99	.00	**
316	465-55066-410-000000	65.60.417.08.8701 CHILD CARE PROGRAM	Amazon Mktpl	88.00	.00	
7674	CARD CENTER	N				
	Totals for fund: 465			88.00	.00	**
317	590-59015-802-000000	90.70.802.38.5813 PROTECTIVE CLOTHING	Ls Rogers Sporting Go	99.99	.00	
7674	CARD CENTER	N				
	Totals for fund: 590			99.99	.00	**
318	465-54004-420-000000	65.60.491.06.5259 TRAINING COSTS	National Academy Of Spor	99.00	.00	
7674	CARD CENTER	N				
	Totals for fund: 465			99.00	.00	**

Fiscal Year: 2026 Journal entry number: 666 Journal entry date: 02/27/2026 UMB Visa Feb 2026

Fiscal Year: 2026 Journal entry number: 666 Journal entry date: 02/27/2026 UMB Visa Feb 2026

JE Line	Account Number	Description	Item Description	Debit Amount	Credit Amount
	Check Number / Vendor Number / Vendor Name / Invoice Number / PO Number / PO Item Number / Po Split Seq Number / PO Item Compl / Encumbrance Liquid Amt / Employee Asset id Number				
319	590-59026-801-000000	MISCELLANEOUS EXPENSES	Feldmans Farm And Home	25.00	.00
	7674 CARD CENTER / 90.70.801.38.5989 / N				
	Totals for fund: 590			25.00	.00 **
320	591-59026-901-000000	MISCELLANEOUS EXPENSES	Feldmans Farm And Home	24.99	.00
	7674 CARD CENTER / 92.70.901.38.5989 / N				
	Totals for fund: 591			24.99	.00 **
321	461-57019-451-000000	BUILDING MAINTENANCE	Lowes #01565	116.94	.00
	7674 CARD CENTER / 61.60.458.14.5571 / N				
	Totals for fund: 461			116.94	.00 **
322	100-53000-170-000000	GENERAL SUPPLIES	Amazon Mktpl	16.44	.00
	7674 CARD CENTER / 10.90.132.04.5001 / N				
	Totals for fund: 100			16.44	.00 **
323	106-53000-300-000000	GENERAL SUPPLIES	Amazon Mktpl	25.99	.00
	7674 CARD CENTER / N				
	Totals for fund: 106			25.99	.00 **
324	100-53000-203-000000	GENERAL SUPPLIES	Amazon Mktpl	25.96	.00
	7674 CARD CENTER / 10.70.225.04.5001 / N				
	Totals for fund: 100			25.96	.00 **
325	591-53000-902-000000	GENERAL SUPPLIES	Amazon Reta* Q390b2ro3	42.24	.00
	7674 CARD CENTER / 92.70.902.04.5001 / N				

Fiscal Year: 2026 Journal entry number: 666 Journal entry date: 02/27/2026 UMB Visa Feb 2026

Fiscal Year: 2026 Journal entry number: 666 Journal entry date: 02/27/2026 UMB Visa Feb 2026

JE Line Number	Account	Description	Item Description	Debit Amount	Credit Amount	
Check Number	Vendor Number / Vendor Name	Invoice Number / PO Number / PO Item Number / Po Split Seq Number / PO Item Compl	Encumbrance Liquid Amt / Employee Asset id Number			
Totals for fund: 591				42.24	.00	**
326	590-59015-802-000000	90.70.802.38.5813 / PROTECTIVE CLOTHING	Feldmans Farm And Home	129.92	.00	
7674	CARD CENTER	N				
Totals for fund: 590				129.92	.00	**
327	100-53000-203-000000	10.70.225.04.5001 / GENERAL SUPPLIES	Lowes #01565	204.86	.00	
7674	CARD CENTER	N				
328	100-53000-203-000000	10.70.225.04.5001	Wm Supercenter #234	164.96	.00	
7674	CARD CENTER	N				
Totals for fund: 100				369.82	.00	**
329	590-59015-801-000000	90.70.801.38.5813 / PROTECTIVE CLOTHING	Boot Barn #210	239.90	.00	
7674	CARD CENTER	N				
Totals for fund: 590				239.90	.00	**
330	460-57018-403-000000	60.60.420.14.5559 / MISC EQUIPMENT MAINT	Waters Hardware-Independ	2.29	.00	
7674	CARD CENTER	N				
Totals for fund: 460				2.29	.00	**
331	590-53010-802-000000	90.70.802.04.5014 / LAB SUPPLIES	Usabluebook	304.66	.00	
7674	CARD CENTER	N				
332	590-59015-802-000000	90.70.802.38.5813 / PROTECTIVE CLOTHING	Feldmans Farm And Home	102.50	.00	
7674	CARD CENTER	N				
Totals for fund: 590				407.16	.00	**

Fiscal Year: 2026 Journal entry number: 666 Journal entry date: 02/27/2026 UMB Visa Feb 2026

Fiscal Year: 2026 Journal entry number: 666 Journal entry date: 02/27/2026 UMB Visa Feb 2026

JE Line Number	Account	Description	Item Description	Debit Amount	Credit Amount
Check Number	Vendor Number / Vendor Name	Invoice Number / PO Number / PO Item Number / Po Split Seq Number / PO Item Compl	Item No / Encumbrance Liquid Amt	Employee Asset id Number	
333	100-57009-203-000000	VEHICLE MAINTENANCE	Oreilly 142	177.30	.00
	7674 CARD CENTER	10.70.225.14.5541 N			
Totals for fund: 100				177.30	.00 **
334	590-59015-801-000000	PROTECTIVE CLOTHING	Boot Barn #210	184.94	.00
	7674 CARD CENTER	90.70.801.38.5813 N			
Totals for fund: 590				184.94	.00 **
335	100-53000-203-000000	GENERAL SUPPLIES	Westlake Hardware #174	6.99	.00
	7674 CARD CENTER	10.70.225.04.5001 N			
Totals for fund: 100				6.99	.00 **
336	460-53008-403-000000	MAINTENANCE MATERIALS	Oreilly 142	121.82	.00
	7674 CARD CENTER	60.60.420.04.5009 N			
Totals for fund: 460				121.82	.00 **
337	591-53010-902-000000	LAB SUPPLIES	Usabluebook	1,580.07	.00
	7674 CARD CENTER	92.70.902.04.5014 N			
Totals for fund: 591				1,580.07	.00 **
338	106-59014-301-000000	CLOTHING EXPENSES	La Police Gear	1,163.00	.00
	7674 CARD CENTER	N			
Totals for fund: 106				1,163.00	.00 **
339	465-53008-420-000000	MAINTENANCE MATERIALS	McGuire Lock & Safe Llc	150.00	.00
	7674 CARD CENTER	65.60.491.04.5009 N			

Fiscal Year: 2026 Journal entry number: 666 Journal entry date: 02/27/2026 UMB Visa Feb 2026

Fiscal Year: 2026 Journal entry number: 666 Journal entry date: 02/27/2026 UMB Visa Feb 2026

JE Line	Account Number	Description	Item Description	Debit Amount	Credit Amount	
Check Number	Vendor Number	Vendor Name	Invoice Number / PO Number / PO Item Number / Po Split Seq Number / PO Item Compl / Encumbrance Liquid Amt / Employee Asset id Number			
Totals for fund: 465				150.00	.00	**
340	100-60000-170-000000	MINOR EQUIPMENT	Amazon Mktpl	38.32	.00	
7674	CARD CENTER		N			
Totals for fund: 100				38.32	.00	**
341	461-53003-451-000000	RECREATION SUPPLIES	Whentowork Inc	975.00	.00	
7674	CARD CENTER		N			
342	461-53003-451-000000		Teamsideline.Com	32.10	.00	
7674	CARD CENTER		N			
Totals for fund: 461				1,007.10	.00	**
343	591-54004-901-000000	TRAINING COSTS	Office Of Water Programs	75.00	.00	
7674	CARD CENTER		N			
Totals for fund: 591				75.00	.00	**
344	105-60000-501-000000	MINOR EQUIPMENT	Google *youtube Tv	82.99	.00	
7674	CARD CENTER		N			
Totals for fund: 105				82.99	.00	**
345	461-53003-451-000000	RECREATION SUPPLIES	Teamsideline.Com	1,088.00	.00	
7674	CARD CENTER		N			
Totals for fund: 461				1,088.00	.00	**
346	591-53000-902-000000	GENERAL SUPPLIES	Oreilly 142	48.99	.00	
7674	CARD CENTER		N			

Fiscal Year: 2026 Journal entry number: 666 Journal entry date: 02/27/2026 UMB Visa Feb 2026

Fiscal Year: 2026 Journal entry number: 666 Journal entry date: 02/27/2026 UMB Visa Feb 2026

JE Line Number	Account	Description	Item Description	Debit Amount	Credit Amount	
Check Number	Vendor Number / Vendor Name	Invoice Number / PO Number / PO Item Number / Po Split Seq Number / PO Item Compl	No / Encumbrance Liquid Amt / Employee Asset id Number			
Totals for fund: 591				48.99	.00	**
347	100-53000-203-000000	10.70.225.04.5001 GENERAL SUPPLIES	Sutherlands 1214	27.99	.00	
7674	CARD CENTER	N				
Totals for fund: 100				27.99	.00	**
348	591-53000-902-000000	92.70.902.04.5001 GENERAL SUPPLIES	Amazon Mktpl	27.53	.00	
7674	CARD CENTER	N				
Totals for fund: 591				27.53	.00	**
349	100-59013-483-000000	10.60.483.38.5811 MEMBERSHIP DUES	Cheddarup* Npa	63.46	.00	
7674	CARD CENTER	N				
Totals for fund: 100				63.46	.00	**
350	460-59014-403-000000	60.60.420.38.5812 CLOTHING EXPENSES	Wm Supercenter #234	119.90	.00	
7674	CARD CENTER	N				
Totals for fund: 460				119.90	.00	**
351	100-53000-203-000000	10.70.225.04.5001 GENERAL SUPPLIES	Samsclub #6247	382.08	.00	
7674	CARD CENTER	N				
Totals for fund: 100				382.08	.00	**
352	591-53008-902-000000	92.70.902.04.5009 MAINTENANCE MATERIALS	Sams Club #6247	256.94	.00	
7674	CARD CENTER	N				
Totals for fund: 591				256.94	.00	**

Fiscal Year: 2026 Journal entry number: 666 Journal entry date: 02/27/2026 UMB Visa Feb 2026

Fiscal Year: 2026 Journal entry number: 666 Journal entry date: 02/27/2026 UMB Visa Feb 2026

JE Line	Account Number	Description	Item Description	Debit Amount	Credit Amount
	Check Number / Vendor Number / Vendor Name / Invoice Number / PO Number / PO Item Number / Po Split Seq Number / PO Item Compl / Encumbrance Liquid Amt / Employee Asset id Number				
353	106-53014-301-000000	STATION SUPPLIES	Lowes #01565	.00	40.02
	7674 CARD CENTER		N		
Totals for fund: 106				.00	40.02 **
354	590-53010-802-000000 / 90.70.802.04.5014	LAB SUPPLIES	Usabluebook	600.39	.00
	7674 CARD CENTER		N		
355	590-57009-801-000000 / 90.70.801.14.5541	VEHICLE MAINTENANCE	Reeves-Wiedeman - Libert	184.05	.00
	7674 CARD CENTER		N		
356	590-53010-802-000000 / 90.70.802.04.5014	LAB SUPPLIES	Usabluebook	675.45	.00
	7674 CARD CENTER		N		
357	590-59015-801-000000 / 90.70.801.38.5813	PROTECTIVE CLOTHING	Boot Barn #210	214.90	.00
	7674 CARD CENTER		N		
358	590-53010-802-000000 / 90.70.802.04.5014	LAB SUPPLIES	Usabluebook	1,015.38	.00
	7674 CARD CENTER		N		
359	590-59015-801-000000 / 90.70.801.38.5813	PROTECTIVE CLOTHING	Boot Barn #210	234.90	.00
	7674 CARD CENTER		N		
Totals for fund: 590				2,925.07	.00 **
360	591-53010-902-000000 / 92.70.902.04.5014	LAB SUPPLIES	Usabluebook	250.68	.00
	7674 CARD CENTER		N		
Totals for fund: 591				250.68	.00 **
361	590-59014-802-000000 / 90.70.802.38.5812	CLOTHING EXPENSES	Happy Times	66.00	.00
	7674 CARD CENTER		N		
Totals for fund: 590				66.00	.00 **
362	100-57020-202-000000 / 10.70.221.14.5572	FACILITIES MAINTENANCE	Lowes #01565	8.98	.00
	7674 CARD CENTER		N		

Fiscal Year: 2026 Journal entry number: 666 Journal entry date: 02/27/2026 UMB Visa Feb 2026

Fiscal Year: 2026 Journal entry number: 666 Journal entry date: 02/27/2026 UMB Visa Feb 2026

JE Line Number	Account	Description	Item Description	Debit Amount	Credit Amount	
Check Number	Vendor Number / Vendor Name	Invoice Number / PO Number / PO Item Number / Po Split Seq Number / PO Item Compl	Encumbrance Liquid Amt / Employee Asset id Number			
	Totals for fund: 100			8.98	.00	**
363	465-54004-420-000000	65.60.491.06.5259 TRAINING COSTS	American Red Cross	10.00	.00	
	7674 CARD CENTER	N				
	Totals for fund: 465			10.00	.00	**
364	106-60000-301-000000	MINOR EQUIPMENT	Feldmans Farm And Home	219.99	.00	
	7674 CARD CENTER	N				
	Totals for fund: 106			219.99	.00	**
365	100-57009-203-000000	10.70.225.14.5541 VEHICLE MAINTENANCE	Ebay O*11-14150-61368	799.96	.00	
	7674 CARD CENTER	N				
	Totals for fund: 100			799.96	.00	**
366	460-59014-403-000000	60.60.420.38.5812 CLOTHING EXPENSES	Famousfootwear#2277	159.96	.00	
	7674 CARD CENTER	N				
	Totals for fund: 460			159.96	.00	**
367	100-57009-203-000000	10.70.225.14.5541 VEHICLE MAINTENANCE	Ebay O*23-14133-71127	43.96	.00	
	7674 CARD CENTER	N				
	Totals for fund: 100			43.96	.00	**
368	460-60007-403-000000	60.60.420.18.5611 EQUIPMENT RENTAL	In *cyclone, Inc.	200.00	.00	
	7674 CARD CENTER	N				
	Totals for fund: 460			200.00	.00	**

Fiscal Year: 2026 Journal entry number: 666 Journal entry date: 02/27/2026 UMB Visa Feb 2026

Fiscal Year: 2026 Journal entry number: 666 Journal entry date: 02/27/2026 UMB Visa Feb 2026

JE Line	Account Number	Description	Item Description	Debit Amount	Credit Amount
	Check Number / Vendor Number / Vendor Name	Invoice Number / PO Number / PO Item Number / Po Split Seq Number / PO Item Compl	Item No / Encumbrance Liquid Amt / Employee Asset id Number		
369	100-59014-203-000000	10.70.225.38.5812 CLOTHING EXPENSES	Amazon.Com*9y10f5cb3	105.98	.00
	7674 CARD CENTER	N			
370	100-59014-203-000000	10.70.225.38.5812	Feldmans Farm And Home	93.75	.00
	7674 CARD CENTER	N			
Totals for fund: 100				199.73	.00 **
371	591-59014-901-000000	92.70.901.38.5812 CLOTHING EXPENSES	Feldmans Farm And Home	237.26	.00
	7674 CARD CENTER	N			
Totals for fund: 591				237.26	.00 **
372	106-53014-301-000000	STATION SUPPLIES	Lowes #01565	40.02	.00
	7674 CARD CENTER	N			
Totals for fund: 106				40.02	.00 **
373	591-59015-902-000000	92.70.902.38.5813 PROTECTIVE CLOTHING	Feldmans Farm And Home	140.48	.00
	7674 CARD CENTER	N			
374	591-59014-901-000000	92.70.901.38.5812 CLOTHING EXPENSES	Feldmans Farm And Home	250.00	.00
	7674 CARD CENTER	N			
Totals for fund: 591				390.48	.00 **
375	590-57005-802-000000	90.70.802.14.5534 WATER PLANT MAINTENANCE	Reeves-Wiedeman - Libert	140.75	.00
	7674 CARD CENTER	N			
Totals for fund: 590				140.75	.00 **
376	591-60015-901-000000	92.70.901.04.5018 MINOR TOOLS	Amazon.Com*4m39380m3	188.24	.00
	7674 CARD CENTER	N			

Fiscal Year: 2026 Journal entry number: 666 Journal entry date: 02/27/2026 UMB Visa Feb 2026

Fiscal Year: 2026 Journal entry number: 666 Journal entry date: 02/27/2026 UMB Visa Feb 2026

JE Line	Account Number	Description	Item Description	Debit Amount	Credit Amount
Check Number	Vendor Number / Vendor Name	Invoice Number / PO Number / PO Item Number / Po Split Seq Number / PO Item Compl	Encumbrance Liquid Amt / Employee Asset id Number		
Totals for fund: 591				188.24	.00 **
377	460-57019-403-000000	BUILDING MAINTENANCE	Lowes #01565	26.92	.00
7674	CARD CENTER	N			
Totals for fund: 460				26.92	.00 **
378	105-59014-501-000000	CLOTHING EXPENSES	Sp Uniform Warehouse	265.32	.00
7674	CARD CENTER	N			
Totals for fund: 105				265.32	.00 **
379	106-53012-301-000000	EQUIPMENT SUPPLIES	Lowes #01565	203.94	.00
7674	CARD CENTER	N			
Totals for fund: 106				203.94	.00 **
380	591-59014-902-000000	CLOTHING EXPENSES	Feldmans Farm And Home	120.62	.00
7674	CARD CENTER	N			
Totals for fund: 591				120.62	.00 **
381	106-60000-301-000000	MINOR EQUIPMENT	Feldmans Farm And Home 2	659.97	.00
7674	CARD CENTER	N			
Totals for fund: 106				659.97	.00 **
382	460-57018-403-000000	MISC EQUIPMENT MAINT	Amazon Mktplace Pmts	.00	65.85
7674	CARD CENTER	N			
Totals for fund: 460				.00	65.85 **

Fiscal Year: 2026 Journal entry number: 666 Journal entry date: 02/27/2026 UMB Visa Feb 2026

Fiscal Year: 2026 Journal entry number: 666 Journal entry date: 02/27/2026 UMB Visa Feb 2026

JE Line	Account Number	Description	Item Description	Debit Amount	Credit Amount
Check Number	Vendor Number	Vendor Name	Invoice Number / PO Number / PO Item Number / Po Split Seq Number / PO Item Compl	No / Encumbrance Liquid Amt	Employee Asset id Number		
383	100-57009-203-000000	VEHICLE MAINTENANCE	Oreilly 142	436.33	.00
	7674	CARD CENTER	10.70.225.14.5541 N				
Totals for fund: 100				436.33	.00 **
384	590-54004-802-000000	TRAINING COSTS	Certus Fusion Training	39.00	.00
	7674	CARD CENTER	90.70.802.06.5259 N				
Totals for fund: 590				39.00	.00 **
385	461-53003-451-000000	RECREATION SUPPLIES	Amazon Mktpl	408.46	.00
	7674	CARD CENTER	61.60.458.04.5004 N				
386	461-53003-451-000000		Bchexbackground Checks	60.77	.00
	7674	CARD CENTER	61.60.458.04.5004 N				
Totals for fund: 461				469.23	.00 **
387	460-60015-403-000000	MINOR TOOLS	Amazon Mktpl	31.98	.00
	7674	CARD CENTER	60.60.420.04.5018 N				
Totals for fund: 460				31.98	.00 **
388	100-53000-203-000000	GENERAL SUPPLIES	Amazon Mktpl	219.90	.00
	7674	CARD CENTER	10.70.225.04.5001 N				
Totals for fund: 100				219.90	.00 **
389	590-53008-802-000000	MAINTENANCE MATERIALS	Feldmans Farm And Home	25.99	.00
	7674	CARD CENTER	90.70.802.04.5009 N				
Totals for fund: 590				25.99	.00 **

Fiscal Year: 2026 Journal entry number: 666 Journal entry date: 02/27/2026 UMB Visa Feb 2026

Fiscal Year: 2026 Journal entry number: 666 Journal entry date: 02/27/2026 UMB Visa Feb 2026

JE Line	Account Number	Description	Item Description	Debit Amount	Credit Amount
	Check Number / Vendor Number / Vendor Name	Invoice Number / PO Number / PO Item Number / Po Split Seq Number / PO Item Compl	Item No / Encumbrance Liquid Amt / Employee Asset id Number		
390	105-54000-501-000000	TRAINING TRAVEL	Flamingo Hotel Las Vegas	283.15	.00
	7674 CARD CENTER	N			
Totals for fund: 105				283.15	.00 **
391	591-53000-901-000000	GENERAL SUPPLIES	Casey S #4357	33.24	.00
	7674 CARD CENTER	N			
Totals for fund: 591				33.24	.00 **
392	590-53000-801-000000	GENERAL SUPPLIES	Casey S #4357	33.23	.00
	7674 CARD CENTER	N			
Totals for fund: 590				33.23	.00 **
393	100-57020-202-000000	FACILITIES MAINTENANCE	Feldmans Farm And Home	329.99	.00
	7674 CARD CENTER	N			
Totals for fund: 100				329.99	.00 **
394	460-59014-403-000000	CLOTHING EXPENSES	Amazon Reta* Nd68y6ed3	.00	39.95
	7674 CARD CENTER	N			
Totals for fund: 460				.00	39.95 **
395	100-53000-203-000000	GENERAL SUPPLIES	Papa Johns #2044	203.00	.00
	7674 CARD CENTER	N			
396	100-53000-203-000000		Price Chopper #120	202.08	.00
	7674 CARD CENTER	N			
Totals for fund: 100				405.08	.00 **

Fiscal Year: 2026 Journal entry number: 666 Journal entry date: 02/27/2026 UMB Visa Feb 2026

Fiscal Year: 2026 Journal entry number: 666 Journal entry date: 02/27/2026 UMB Visa Feb 2026

JE Line Number	Account	Description	Item Description	Debit Amount	Credit Amount
Check Number	Vendor Number / Vendor Name	Invoice Number / PO Number / PO Item Number / Po Split Seq Number / PO Item Compl	Encumbrance Liquid Amt / Employee Asset id Number		
397	461-57018-451-000000	MISC EQUIPMENT MAINT	Oreilly 142	45.60	.00
	7674 CARD CENTER	N			
Totals for fund: 461				45.60	.00 **
398	106-53008-300-000000	MAINTENANCE MATERIALS	Liberty Rv	21.00	.00
	7674 CARD CENTER	N			
Totals for fund: 106				21.00	.00 **
399	461-57018-451-000000	MISC EQUIPMENT MAINT	Amazon Mktpl	121.18	.00
	7674 CARD CENTER	N			
Totals for fund: 461				121.18	.00 **
400	460-53000-403-000000	GENERAL SUPPLIES	Lowes #01565	13.36	.00
	7674 CARD CENTER	N			
Totals for fund: 460				13.36	.00 **
401	100-59015-203-000000	PROTECTIVE CLOTHING	Feldmans Farm And Home 2	15.99	.00
	7674 CARD CENTER	N			
Totals for fund: 100				15.99	.00 **
402	105-54000-501-000000	TRAINING TRAVEL	Curb Lv Taxi Deluxe	38.81	.00
	7674 CARD CENTER	N			
Totals for fund: 105				38.81	.00 **
403	591-59015-902-000000	PROTECTIVE CLOTHING	Amazon Mark* 5k2h693z3	85.99	.00
	7674 CARD CENTER	N			

Fiscal Year: 2026 Journal entry number: 666 Journal entry date: 02/27/2026 UMB Visa Feb 2026

Fiscal Year: 2026 Journal entry number: 666 Journal entry date: 02/27/2026 UMB Visa Feb 2026

JE Line	Account Number	Description	Item Description	Debit Amount	Credit Amount	
Check Number	Vendor Number	Vendor Name / Invoice Number / PO Number / PO Item Number / Po Split Seq Number / PO Item Compl	Item Description No / Encumbrance Liquid Amt / Employee Asset id Number			
Totals for fund: 591				85.99	.00	**
404	100-57009-203-000000	VEHICLE MAINTENANCE	Oreilly 142	1,040.57	.00	
7674	CARD CENTER	10.70.225.14.5541	N			
405	100-53000-203-000000	GENERAL SUPPLIES	The Home Depot #3019	116.03	.00	
7674	CARD CENTER	10.70.225.04.5001	N			
406	100-53000-203-000000		The Home Depot #3019	.00	234.00	
7674	CARD CENTER	10.70.225.04.5001	N			
407	100-53000-203-000000		The Home Depot #3019	.00	107.85	
7674	CARD CENTER	10.70.225.04.5001	N			
Totals for fund: 100				1,156.60	341.85	**
408	460-59014-403-000000	CLOTHING EXPENSES	Amazon Reta* Ne7e802q3	.00	117.79	
7674	CARD CENTER	60.60.420.38.5812	N			
Totals for fund: 460				.00	117.79	**
409	106-53014-301-000000	STATION SUPPLIES	Oreilly 142	12.99	.00	
7674	CARD CENTER		N			
Totals for fund: 106				12.99	.00	**
410	461-57018-451-000000	MISC EQUIPMENT MAINT	Oreilly 142	34.96	.00	
7674	CARD CENTER	61.60.458.14.5559	N			
Totals for fund: 461				34.96	.00	**
411	591-53000-901-000000	GENERAL SUPPLIES	Chick-Fil-A #02442	16.63	.00	
7674	CARD CENTER	92.70.901.04.5001	N			
Totals for fund: 591				16.63	.00	**

Fiscal Year: 2026 Journal entry number: 666 Journal entry date: 02/27/2026 UMB Visa Feb 2026

Fiscal Year: 2026 Journal entry number: 666 Journal entry date: 02/27/2026 UMB Visa Feb 2026

JE Line	Account Number	Description	Item Description	Debit Amount	Credit Amount
Check Number	Vendor Number	Vendor Name	Invoice Number / PO Number / PO Item Number / Po Split Seq Number / PO Item Compl / Encumbrance Liquid Amt / Employee Asset id Number		
412	590-53000-801-000000	GENERAL SUPPLIES	Chick-Fil-A #02442	16.62	.00
	7674 CARD CENTER		N		
Totals for fund: 590				16.62	.00 **
413	100-57009-203-000000	VEHICLE MAINTENANCE	Lowes #01565	71.92	.00
	7674 CARD CENTER		N		
Totals for fund: 100				71.92	.00 **
414	465-53038-420-000000	RSVP GRANT	Amazon Mktpl	287.36	.00
	7674 CARD CENTER		N		
Totals for fund: 465				287.36	.00 **
415	590-54000-802-000000	TRAINING TRAVEL	Horseshoe Hotel	135.43	.00
	7674 CARD CENTER		N		
Totals for fund: 590				135.43	.00 **
416	591-54000-901-000000	TRAINING TRAVEL	Horseshoe Hotel	135.43	.00
	7674 CARD CENTER		N		
Totals for fund: 591				135.43	.00 **
417	460-60015-403-000000	MINOR TOOLS	Amazon Mktpl	22.98	.00
	7674 CARD CENTER		N		
Totals for fund: 460				22.98	.00 **
418	105-57019-501-000000	BUILDING MAINTENANCE	Lowes #01565	108.00	.00
	7674 CARD CENTER		N		

Fiscal Year: 2026 Journal entry number: 666 Journal entry date: 02/27/2026 UMB Visa Feb 2026

Fiscal Year: 2026 Journal entry number: 666 Journal entry date: 02/27/2026 UMB Visa Feb 2026

JE Line Number	Account	Description	Item Description	Debit Amount	Credit Amount	
Check Number	Vendor Number / Vendor Name	Invoice Number / PO Number / PO Item Number / Po Split Seq Number / PO Item Compl	Encumbrance Liquid Amt / Employee Asset id Number			
Totals for fund: 105				108.00	.00	**
419	100-59014-202-000000	10.70.221.38.5812	CLOTHING EXPENSES	Chucks Boots Inc	145.99	.00
7674	CARD CENTER		N			
420	100-59014-203-000000	10.70.225.38.5812	CLOTHING EXPENSES	Feldmans Farm And Home	74.06	.00
7674	CARD CENTER		N			
421	100-57020-202-000000	10.70.221.14.5572	FACILITIES MAINTENANCE	Reinders Olathe	507.15	.00
7674	CARD CENTER		N			
Totals for fund: 100				727.20	.00	**
422	106-54000-300-000000		TRAINING TRAVEL	Southwes	837.96	.00
7674	CARD CENTER		N			
Totals for fund: 106				837.96	.00	**
423	100-55035-165-000000	10.20.051.08.5389	OTHER FEES	Dept Of Natural Resource	161.41	.00
7674	CARD CENTER		N			
Totals for fund: 100				161.41	.00	**
424	106-59010-300-000000		POSTAGE	Usps Kiosk 2846869550	25.57	.00
7674	CARD CENTER		N			
Totals for fund: 106				25.57	.00	**
425	100-53000-116-000000	10.20.131.04.5001	GENERAL SUPPLIES	Amazon Mktpl	29.84	.00
7674	CARD CENTER		N			
426	100-57019-203-000000	10.70.225.14.5571	BUILDING MAINTENANCE	Sutherlands 1214	11.98	.00
7674	CARD CENTER		N			
427	100-59015-203-000000	10.70.225.38.5813	PROTECTIVE CLOTHING	Feldmans Farm And Home	8.99	.00
7674	CARD CENTER		N			

Fiscal Year: 2026 Journal entry number: 666 Journal entry date: 02/27/2026 UMB Visa Feb 2026

Fiscal Year: 2026 Journal entry number: 666 Journal entry date: 02/27/2026 UMB Visa Feb 2026

JE Line Number	Account	Description	Item Description	Debit Amount	Credit Amount	
Check Number	Vendor Number / Vendor Name	Invoice Number / PO Number / PO Item Number / Po Split Seq Number / PO Item Compl	Encumbrance Liquid Amt / Employee Asset id Number			
Totals for fund: 100				50.81	.00	**
428	590-53010-802-000000	90.70.802.04.5014 LAB SUPPLIES	Usabluebook	80.04	.00	
7674	CARD CENTER	N				
Totals for fund: 590				80.04	.00	**
429	105-60000-501-000000	MINOR EQUIPMENT	Amazon Mktpl	52.47	.00	
7674	CARD CENTER	N				
Totals for fund: 105				52.47	.00	**
430	100-53000-170-000000	10.90.132.04.5001 GENERAL SUPPLIES	Amazon.Com*fw0k17x63	68.30	.00	
7674	CARD CENTER	N				
Totals for fund: 100				68.30	.00	**
431	590-57004-801-000000	90.70.801.14.5532 MAINS & LINES MAINTENANCE	Lowes #01565	44.60	.00	
7674	CARD CENTER	N				
432	590-54000-802-000000	90.70.802.06.5210 TRAINING TRAVEL	Uber *trip	2.99	.00	
7674	CARD CENTER	N				
Totals for fund: 590				47.59	.00	**
433	591-54000-901-000000	92.70.901.06.5210 TRAINING TRAVEL	Uber *trip	2.99	.00	
7674	CARD CENTER	N				
Totals for fund: 591				2.99	.00	**
434	100-53029-160-000000	10.95.140.04.5099 MISCELLANEOUS SUPPLIES	Amazon Mktpl	69.99	.00	
7674	CARD CENTER	N				

Fiscal Year: 2026 Journal entry number: 666 Journal entry date: 02/27/2026 UMB Visa Feb 2026

Fiscal Year: 2026 Journal entry number: 666 Journal entry date: 02/27/2026 UMB Visa Feb 2026

JE Line	Account Number	Description	Item Description	Debit Amount	Credit Amount	
Check Number	Vendor Number / Vendor Name	Invoice Number / PO Number / PO Item Number / Po Split Seq Number / PO Item Compl	Encumbrance Liquid Amt / Employee Asset id Number			
	Totals for fund: 100			69.99	.00	**
435	591-60015-902-000000	92.70.902.04.5018 MINOR TOOLS	Amazon Mktpl	117.57	.00	
7674	CARD CENTER	N				
	Totals for fund: 591			117.57	.00	**
436	461-53003-451-000000	61.60.458.04.5004 RECREATION SUPPLIES	Amazon Mktpl	36.99	.00	
7674	CARD CENTER	N				
437	461-53000-451-000000	61.60.458.04.5001 GENERAL SUPPLIES	Amazon Reta* 3316p99l3	22.40	.00	
7674	CARD CENTER	N				
	Totals for fund: 461			59.39	.00	**
438	105-70020-501-SOB25	CONSTRUCTION CONTRACT	Amazon Reta* Bl9ax6zv3	164.95	.00	
7674	CARD CENTER	N				
439	105-59013-501-000000	MEMBERSHIP DUES	Fbi Leeda Inc	50.00	.00	
7674	CARD CENTER	N				
	Totals for fund: 105			214.95	.00	**
440	100-57009-203-000000	10.70.225.14.5541 VEHICLE MAINTENANCE	Oreilly 142	520.56	.00	
7674	CARD CENTER	N				
441	100-57009-203-000000	10.70.225.14.5541	Oreilly 142	22.50	.00	
7674	CARD CENTER	N				
	Totals for fund: 100			543.06	.00	**
442	591-59015-901-000000	92.70.901.38.5813 PROTECTIVE CLOTHING	Ls Rogers Sporting Go	199.99	.00	
7674	CARD CENTER	N				
	Totals for fund: 591			199.99	.00	**

Fiscal Year: 2026 Journal entry number: 666 Journal entry date: 02/27/2026 UMB Visa Feb 2026

Fiscal Year: 2026 Journal entry number: 666 Journal entry date: 02/27/2026 UMB Visa Feb 2026

JE Line	Account Number	Description	Item No	Description	Debit Amount	Credit Amount
Check Number	Vendor Number	Vendor Name	Invoice Number	PO Number / PO Item Number / Po Split Seq Number	PO Item Compl	Encumbrance Liquid Amt / Employee Asset id Number
443	461-57018-451-000000	MISC EQUIPMENT MAINT		Lowes #01565	16.66	.00
	7674 CARD CENTER		61.60.458.14.5559		N	
Totals for fund: 461					16.66	.00 **
444	465-55044-420-000000	MISCELLANEOUS FEES		Signrequest.Com	9.00	.00
	7674 CARD CENTER		65.60.491.08.5399		N	
Totals for fund: 465					9.00	.00 **
445	105-59014-501-000000	CLOTHING EXPENSES		Galls	239.96	.00
	7674 CARD CENTER				N	
Totals for fund: 105					239.96	.00 **
446	100-57009-203-000000	VEHICLE MAINTENANCE		Sq *castrol Pro Lube Exp	85.25	.00
	7674 CARD CENTER		10.70.225.14.5541		N	
Totals for fund: 100					85.25	.00 **
447	465-53000-420-000000	GENERAL SUPPLIES		Amazon Mark* 3i7pv4kf3	26.59	.00
	7674 CARD CENTER		65.60.491.04.5001		N	
Totals for fund: 465					26.59	.00 **
448	590-59015-801-000000	PROTECTIVE CLOTHING		Ls Rogers Sporting Go	199.99	.00
	7674 CARD CENTER		90.70.801.38.5813		N	
Totals for fund: 590					199.99	.00 **
449	591-59014-901-000000	CLOTHING EXPENSES		Academy Sports #258	84.99	.00
	7674 CARD CENTER		92.70.901.38.5812		N	

Fiscal Year: 2026 Journal entry number: 666 Journal entry date: 02/27/2026 UMB Visa Feb 2026

Fiscal Year: 2026 Journal entry number: 666 Journal entry date: 02/27/2026 UMB Visa Feb 2026

JE Line Number	Account	Description	Item Description	Debit Amount	Credit Amount
Check Number	Vendor Number / Vendor Name	Invoice Number / PO Number / PO Item Number / Po Split Seq Number / PO Item Compl	Item No / Encumbrance Liquid Amt / Employee Asset id Number		
Totals for fund: 591				84.99	.00 **
450	590-59014-801-000000	CLOTHING EXPENSES	Academy Sports #258	84.98	.00
7674	CARD CENTER	90.70.801.38.5812	N		
Totals for fund: 590				84.98	.00 **
451	100-57009-203-000000	VEHICLE MAINTENANCE	Sq *castrol Pro Lube Exp	81.30	.00
7674	CARD CENTER	10.70.225.14.5541	N		
Totals for fund: 100				81.30	.00 **
452	105-70020-501-SOB25	CONSTRUCTION CONTRACT	Best Buy 00007682	249.99	.00
7674	CARD CENTER		N		
Totals for fund: 105				249.99	.00 **
453	590-54000-802-000000	TRAINING TRAVEL	Uber *trip	11.98	.00
7674	CARD CENTER	90.70.802.06.5210	N		
Totals for fund: 590				11.98	.00 **
454	591-54000-901-000000	TRAINING TRAVEL	Uber *trip	11.97	.00
7674	CARD CENTER	92.70.901.06.5210	N		
Totals for fund: 591				11.97	.00 **
455	100-59014-203-000000	CLOTHING EXPENSES	Feldmans Farm And Home	32.99	.00
7674	CARD CENTER	10.70.225.38.5812	N		
Totals for fund: 100				32.99	.00 **

Fiscal Year: 2026 Journal entry number: 666 Journal entry date: 02/27/2026 UMB Visa Feb 2026

Fiscal Year: 2026 Journal entry number: 666 Journal entry date: 02/27/2026 UMB Visa Feb 2026

JE Line Number	Account	Description	Item Description	Debit Amount	Credit Amount
Check Number	Vendor Number / Vendor Name	Invoice Number / PO Number / PO Item Number / Po Split Seq Number / PO Item Compl	Encumbrance Liquid Amt / Employee Asset id Number		
456	590-54004-801-000000	TRAINING COSTS	Dept Of Natural Resource	51.25	.00
	7674 CARD CENTER	90.70.801.06.5259	N		
Totals for fund: 590				51.25	.00 **
457	461-59026-451-000000	MISCELLANEOUS EXPENSES	McGuire Lock & Safe Llc	85.00	.00
	7674 CARD CENTER	61.60.458.38.5989	N		
Totals for fund: 461				85.00	.00 **
458	106-53007-300-000000	FOOD	Hy-Vee Liberty 1384	71.44	.00
	7674 CARD CENTER		N		
Totals for fund: 106				71.44	.00 **
459	100-57020-202-000000	FACILITIES MAINTENANCE	Personal Touch Engraving	10.50	.00
	7674 CARD CENTER	10.70.221.14.5572	N		
Totals for fund: 100				10.50	.00 **
460	591-57009-902-000000	VEHICLE MAINTENANCE	Amazon Mktpl	255.55	.00
	7674 CARD CENTER	92.70.902.14.5541	N		
Totals for fund: 591				255.55	.00 **
461	106-53007-300-000000	FOOD	Spo*conradsliberty	116.00	.00
	7674 CARD CENTER		N		
Totals for fund: 106				116.00	.00 **
462	100-53000-203-000000	GENERAL SUPPLIES	Wal-Mart #0234	37.74	.00
	7674 CARD CENTER	10.70.225.04.5001	N		

Fiscal Year: 2026 Journal entry number: 666 Journal entry date: 02/27/2026 UMB Visa Feb 2026

Fiscal Year: 2026 Journal entry number: 666 Journal entry date: 02/27/2026 UMB Visa Feb 2026

JE Line	Account Number	Description	Item Description	Debit Amount	Credit Amount	
Check Number	Vendor Number	Vendor Name	Invoice Number / PO Number / PO Item Number / Po Split Seq Number / PO Item Compl / Encumbrance Liquid Amt / Employee Asset id Number			
Totals for fund: 100				37.74	.00	**
463	465-53038-420-000000	RSVP GRANT	Tst* Nothing Bundt Cakes	135.77	.00	
7674	CARD CENTER	65.60.491.04.5064	N			
Totals for fund: 465				135.77	.00	**
464	100-57012-203-000000	OFFICE EQUIPMENT MAINTENANCE	Office Depot #2167	344.46	.00	
7674	CARD CENTER	10.70.225.14.5551	N			
Totals for fund: 100				344.46	.00	**
465	460-59014-403-000000	CLOTHING EXPENSES	Amazon Reta* Yj64h77n3	32.24	.00	
7674	CARD CENTER	60.60.420.38.5812	N			
Totals for fund: 460				32.24	.00	**
466	590-57019-801-000000	BUILDING MAINTENANCE	Amazon Mktpl	14.79	.00	
7674	CARD CENTER	90.70.801.14.5571	N			
Totals for fund: 590				14.79	.00	**
467	100-57009-203-000000	VEHICLE MAINTENANCE	Sq *castrol Pro Lube Exp	.00	6.43	
7674	CARD CENTER	10.70.225.14.5541	N			
Totals for fund: 100				.00	6.43	**
468	105-60000-501-000000	MINOR EQUIPMENT	Amazon Mark* Mt6na03p3	23.52	.00	
7674	CARD CENTER		N			
Totals for fund: 105				23.52	.00	**

Fiscal Year: 2026 Journal entry number: 666 Journal entry date: 02/27/2026 UMB Visa Feb 2026

Fiscal Year: 2026 Journal entry number: 666 Journal entry date: 02/27/2026 UMB Visa Feb 2026

JE Line	Account Number	Description	Item Description	Debit Amount	Credit Amount
Check Number	Vendor Number	Vendor Name	Invoice Number / PO Number / PO Item Number / Po Split Seq Number / PO Item Compl / Encumbrance Liquid Amt / Employee Asset id Number		
469	100-59014-203-000000	CLOTHING EXPENSES	Feldmans Farm And Home	116.74	.00
	7674	CARD CENTER	10.70.225.38.5812 N		
Totals for fund: 100				116.74	.00 **
470	106-54004-300-000000	TRAINING COSTS	Paypal	650.00	.00
	7674	CARD CENTER	N		
Totals for fund: 106				650.00	.00 **
471	105-60000-501-000000	MINOR EQUIPMENT	Amazon Mktpl	110.10	.00
	7674	CARD CENTER	N		
Totals for fund: 105				110.10	.00 **
472	590-54001-802-000000	REGISTRATION FEES	Dept Of Natural Resource	51.25	.00
	7674	CARD CENTER	90.70.802.06.5251 N		
Totals for fund: 590				51.25	.00 **
473	106-54004-301-000000	TRAINING COSTS	University Of Mo A/R	270.00	.00
	7674	CARD CENTER	N		
474	106-53000-300-000000	GENERAL SUPPLIES	Amazon Mktpl	5.99	.00
	7674	CARD CENTER	N		
475	106-54004-303-000000	TRAINING COSTS	University Of Mo A/R	1,600.00	.00
	7674	CARD CENTER	N		
Totals for fund: 106				1,875.99	.00 **
476	591-53010-902-000000	LAB SUPPLIES	Teledyne Instruments Inc	630.00	.00
	7674	CARD CENTER	92.70.902.04.5014 N		

Fiscal Year: 2026 Journal entry number: 666 Journal entry date: 02/27/2026 UMB Visa Feb 2026

Fiscal Year: 2026 Journal entry number: 666 Journal entry date: 02/27/2026 UMB Visa Feb 2026

JE Line	Account Number	Description	Item Description	Debit Amount	Credit Amount	
Check Number	Vendor Number / Vendor Name	Invoice Number / PO Number / PO Item Number / Po Split Seq Number / PO Item Compl	Encumbrance Liquid Amt / Employee Asset id Number			
Totals for fund: 591				630.00	.00	**
477	106-53014-301-000000	STATION SUPPLIES	Lowes #01565	84.16	.00	
7674	CARD CENTER	N				
Totals for fund: 106				84.16	.00	**
478	460-59014-403-000000	60.60.420.38.5812 CLOTHING EXPENSES	Amazon Mktpl	139.98	.00	
7674	CARD CENTER	N				
479	460-57009-400-000000	60.60.415.14.5541 VEHICLE MAINTENANCE	Amazon Reta* It4qr7yj3	25.62	.00	
7674	CARD CENTER	N				
Totals for fund: 460				165.60	.00	**
480	591-55026-902-000000	92.70.902.08.5370 FEES-LIME SLUDGE DISPOSAL	White Cap #125	386.91	.00	
7674	CARD CENTER	N				
Totals for fund: 591				386.91	.00	**
481	590-60015-801-000000	90.70.801.04.5018 MINOR TOOLS	Lowes #01565	163.98	.00	
7674	CARD CENTER	N				
482	590-57004-801-000000	90.70.801.14.5532 MAINS & LINES MAINTENANCE	Lowes #01565	46.94	.00	
7674	CARD CENTER	N				
483	590-59015-801-000000	90.70.801.38.5813 PROTECTIVE CLOTHING	Kleinschmidts Western St	429.30	.00	
7674	CARD CENTER	N				
Totals for fund: 590				640.22	.00	**
484	591-59015-901-000000	92.70.901.38.5813 PROTECTIVE CLOTHING	Kleinschmidts Western St	429.30	.00	
7674	CARD CENTER	N				
485	591-57005-902-000000	92.70.902.14.5534 WATER PLANT MAINTENANCE	Pwsd #5 Clay County	340.52	.00	
7674	CARD CENTER	N				

Fiscal Year: 2026 Journal entry number: 666 Journal entry date: 02/27/2026 UMB Visa Feb 2026

Fiscal Year: 2026 Journal entry number: 666 Journal entry date: 02/27/2026 UMB Visa Feb 2026

JE Line Number	Account	Description	Item Description	Debit Amount	Credit Amount	
Check Number	Vendor Number / Vendor Name	Invoice Number / PO Number / PO Item Number / Po Split Seq Number / PO Item Compl	Encumbrance Liquid Amt / Employee Asset id Number			
Totals for fund: 591				769.82	.00	**
486	590-55036-802-000000	WATER PURCHASES-KANSAS CITY	Pwsd #5 Clay County	98.96	.00	
7674	CARD CENTER	N				
Totals for fund: 590				98.96	.00	**
487	106-57009-301-000000	VEHICLE MAINTENANCE	Oreilly 142	38.94	.00	
7674	CARD CENTER	N				
Totals for fund: 106				38.94	.00	**
488	105-60000-501-000000	MINOR EQUIPMENT	Amazon Mktpl	79.77	.00	
7674	CARD CENTER	N				
489	105-57009-501-000000	VEHICLE MAINTENANCE	Amazon Mktpl	131.98	.00	
7674	CARD CENTER	N				
Totals for fund: 105				211.75	.00	**
490	591-54004-902-000000 92.70.902.06.5259	TRAINING COSTS	Dept Of Natural Resource	46.15	.00	
7674	CARD CENTER	N				
491	591-57009-902-000000 92.70.902.14.5541	VEHICLE MAINTENANCE	Advance Auto Parts #6969	79.49	.00	
7674	CARD CENTER	N				
Totals for fund: 591				125.64	.00	**
492	590-53000-801-000000 90.70.801.04.5001	GENERAL SUPPLIES	Amazon Mktpl	166.96	.00	
7674	CARD CENTER	N				
Totals for fund: 590				166.96	.00	**

Fiscal Year: 2026 Journal entry number: 666 Journal entry date: 02/27/2026 UMB Visa Feb 2026

Fiscal Year: 2026 Journal entry number: 666 Journal entry date: 02/27/2026 UMB Visa Feb 2026

JE Line Number	Account	Description	Item Description	Debit Amount	Credit Amount
Check Number	Vendor Number / Vendor Name	Invoice Number / PO Number / PO Item Number / Po Split Seq Number / PO Item Compl	Item No / Encumbrance Liquid Amt	Employee Asset id Number	
493	591-53000-901-000000	GENERAL SUPPLIES	Amazon Mktpl	166.96	.00
	7674 CARD CENTER	92.70.901.04.5001 N			
Totals for fund: 591				166.96	.00 **
494	465-53038-420-000000	RSVP GRANT	Combat Brands/Ringside/F	349.75	.00
	7674 CARD CENTER	65.60.491.04.5064 N			
Totals for fund: 465				349.75	.00 **
495	106-53014-301-000000	STATION SUPPLIES	Lowes #01565	43.98	.00
	7674 CARD CENTER	N			
Totals for fund: 106				43.98	.00 **
496	105-59013-501-000000	MEMBERSHIP DUES	Nawlee	100.00	.00
	7674 CARD CENTER	N			
Totals for fund: 105				100.00	.00 **
497	590-57009-801-000000	VEHICLE MAINTENANCE	Amazon Mktpl	21.84	.00
	7674 CARD CENTER	90.70.801.14.5541 N			
Totals for fund: 590				21.84	.00 **
498	461-53000-451-000000	GENERAL SUPPLIES	Amazon Mktpl	118.70	.00
	7674 CARD CENTER	61.60.458.04.5001 N			
Totals for fund: 461				118.70	.00 **
499	105-57019-501-000000	BUILDING MAINTENANCE	Samsclub #6247	79.92	.00
	7674 CARD CENTER	N			

Fiscal Year: 2026 Journal entry number: 666 Journal entry date: 02/27/2026 UMB Visa Feb 2026

Fiscal Year: 2026 Journal entry number: 666 Journal entry date: 02/27/2026 UMB Visa Feb 2026

JE Line Number	Account	Description	Item Description	Debit Amount	Credit Amount	
Check Number	Vendor Number / Vendor Name	Invoice Number / PO Number / PO Item Number / Po Split Seq Number / PO Item Compl	No / Encumbrance Liquid Amt / Employee Asset id Number			
	Totals for fund: 105			79.92	.00	**
500	590-57005-802-000000	WATER PLANT MAINTENANCE	Grainger	3,330.52	.00	
7674	CARD CENTER		N			
	Totals for fund: 590			3,330.52	.00	**
501	106-60000-301-000000	MINOR EQUIPMENT	Faadronezone	5.00	.00	
7674	CARD CENTER		N			
	Totals for fund: 106			5.00	.00	**
502	100-53000-203-000000	GENERAL SUPPLIES	Samsclub #6247	173.70	.00	
7674	CARD CENTER		N			
	Totals for fund: 100			173.70	.00	**
503	591-53010-902-000000	LAB SUPPLIES	Hach Company	183.90	.00	
7674	CARD CENTER		N			
	Totals for fund: 591			183.90	.00	**
504	244-59005-119-AM250	SPECIAL EVENTS - AM250	D Agee And Co Florist	45.00	.00	
7674	CARD CENTER		N			
	Totals for fund: 244			45.00	.00	**
505	590-59014-801-000000	CLOTHING EXPENSES	Feldmans Farm And Home	57.12	.00	
7674	CARD CENTER		N			
	Totals for fund: 590			57.12	.00	**

Fiscal Year: 2026 Journal entry number: 666 Journal entry date: 02/27/2026 UMB Visa Feb 2026

Fiscal Year: 2026 Journal entry number: 666 Journal entry date: 02/27/2026 UMB Visa Feb 2026

JE Line Number	Account	Description	Item Description	Debit Amount	Credit Amount	
Check Number	Vendor Number / Vendor Name	Invoice Number / PO Number / PO Item Number / Po Split Seq Number / PO Item Compl	Encumbrance No / Liquid Amt / Employee Asset id Number			
506	591-59014-901-000000	CLOTHING EXPENSES	Feldmans Farm And Home	57.12	.00	
	7674 CARD CENTER	92.70.901.38.5812 N				
Totals for fund: 591				57.12	.00	**
507	105-54000-501-000000	TRAINING TRAVEL	Curb Lv Taxi New Ca	38.81	.00	
	7674 CARD CENTER	N				
Totals for fund: 105				38.81	.00	**
508	100-57019-203-000000	BUILDING MAINTENANCE	Lowes #01565	34.99	.00	
	7674 CARD CENTER	10.70.225.14.5571 N				
509	100-53000-203-000000	GENERAL SUPPLIES	Lowes #01565	12.88	.00	
	7674 CARD CENTER	10.70.225.04.5001 N				
Totals for fund: 100				47.87	.00	**
510	106-57009-301-000000	VEHICLE MAINTENANCE	Crossley Ford	2,736.77	.00	
	7674 CARD CENTER	N				
Totals for fund: 106				2,736.77	.00	**
511	105-60000-501-000000	MINOR EQUIPMENT	Newage Products Inc	.00	150.00	
	7674 CARD CENTER	N				
Totals for fund: 105				.00	150.00	**
512	106-57009-302-000000	VEHICLE MAINTENANCE	Www.Midwaytrucks.Com	154.32	.00	
	7674 CARD CENTER	N				
Totals for fund: 106				154.32	.00	**

Fiscal Year: 2026 Journal entry number: 666 Journal entry date: 02/27/2026 UMB Visa Feb 2026

Fiscal Year: 2026 Journal entry number: 666 Journal entry date: 02/27/2026 UMB Visa Feb 2026

JE Line	Account Number	Description	Item Description	Debit Amount	Credit Amount
Check Number	Vendor Number	Vendor Name	Invoice Number / PO Number / PO Item Number / Po Split Seq Number / PO Item Compl / Encumbrance Liquid Amt / Employee Asset id Number		
513	590-54001-802-000000	REGISTRATION FEES	Dept Of Natural Resource	51.25	.00
	7674	CARD CENTER	N		
Totals for fund: 590				51.25	.00 **
514	100-55031-150-000000	LEGAL ADS	Column Public Notice	17.84	.00
	7674	CARD CENTER	N		
Totals for fund: 100				17.84	.00 **
515	590-54000-802-000000	TRAINING TRAVEL	Uber *trip	3.45	.00
	7674	CARD CENTER	N		
Totals for fund: 590				3.45	.00 **
516	591-54000-901-000000	TRAINING TRAVEL	Uber *trip	3.45	.00
	7674	CARD CENTER	N		
Totals for fund: 591				3.45	.00 **
517	460-57018-403-000000	MISC EQUIPMENT MAINT	Oreilly 142	25.31	.00
	7674	CARD CENTER	N		
Totals for fund: 460				25.31	.00 **
518	591-53008-902-000000	MAINTENANCE MATERIALS	Buy Insulation Products	182.93	.00
	7674	CARD CENTER	N		
Totals for fund: 591				182.93	.00 **
519	461-59014-451-000000	CLOTHING EXPENSES	Amazon Mktpl	98.46	.00
	7674	CARD CENTER	N		

Fiscal Year: 2026 Journal entry number: 666 Journal entry date: 02/27/2026 UMB Visa Feb 2026

Fiscal Year: 2026 Journal entry number: 666 Journal entry date: 02/27/2026 UMB Visa Feb 2026

JE Line	Account Number	Description	Item Description	Debit Amount	Credit Amount	
	Check Number / Vendor Number / Vendor Name	Invoice Number / PO Number / PO Item Number / Po Split Seq Number / PO Item Compl	Encumbrance Liquid Amt / Employee Asset id Number			
	Totals for fund: 461			98.46	.00	**
520	590-54000-802-000000	90.70.802.06.5210 TRAINING TRAVEL	Uber *trip	13.82	.00	
	7674 CARD CENTER	N				
	Totals for fund: 590			13.82	.00	**
521	591-57009-901-000000	92.70.901.14.5541 VEHICLE MAINTENANCE	Uber *trip	13.81	.00	
	7674 CARD CENTER	N				
	Totals for fund: 591			13.81	.00	**
522	590-53000-801-000000	90.70.801.04.5001 GENERAL SUPPLIES	Samsclub #6247	132.82	.00	
	7674 CARD CENTER	N				
	Totals for fund: 590			132.82	.00	**
523	591-53000-901-000000	92.70.901.04.5001 GENERAL SUPPLIES	Samsclub #6247	132.82	.00	
	7674 CARD CENTER	N				
	Totals for fund: 591			132.82	.00	**
524	105-60000-501-000000	MINOR EQUIPMENT	Amazon Mark* A11eu22z3	17.83	.00	
	7674 CARD CENTER	N				
	Totals for fund: 105			17.83	.00	**
525	100-59014-203-000000	10.70.225.38.5812 CLOTHING EXPENSES	Amazon Mktpl	26.68	.00	
	7674 CARD CENTER	N				
526	100-59014-203-000000	10.70.225.38.5812	Amazon Mktpl	192.48	.00	
	7674 CARD CENTER	N				

Fiscal Year: 2026 Journal entry number: 666 Journal entry date: 02/27/2026 UMB Visa Feb 2026

Fiscal Year: 2026 Journal entry number: 666 Journal entry date: 02/27/2026 UMB Visa Feb 2026

JE Line	Account Number	Description	Item Description	Debit Amount	Credit Amount
	Check Number / Vendor Number / Vendor Name / Invoice Number / PO Number / PO Item Number / Po Split Seq Number / PO Item Compl / Encumbrance Liquid Amt / Employee Asset id Number				
527	100-60002-170-000000	MINOR SOFTWARE	2cocom*malwarebytes	59.99	.00
	7674 CARD CENTER / 10.90.132.18.5603 / N				
Totals for fund: 100				279.15	.00 **
528	591-53010-902-000000	LAB SUPPLIES	Amazon Mktpl	268.35	.00
	7674 CARD CENTER / 92.70.902.04.5014 / N				
Totals for fund: 591				268.35	.00 **
529	106-53004-301-000000	VEHICLE SUPPLIES	Lowes #01565	38.96	.00
	7674 CARD CENTER / N				
Totals for fund: 106				38.96	.00 **
530	591-53008-902-000000	MAINTENANCE MATERIALS	Feldmans Farm And Home	99.97	.00
	7674 CARD CENTER / 92.70.902.04.5009 / N				
Totals for fund: 591				99.97	.00 **
531	105-70020-501-SOB25	CONSTRUCTION CONTRACT	Amazon Mark* 3u9pv58z3	59.99	.00
	7674 CARD CENTER / N				
Totals for fund: 105				59.99	.00 **
532	590-59026-801-000000	MISCELLANEOUS EXPENSES	Office Depot #2167	.00	22.99
	7674 CARD CENTER / 90.70.801.38.5989 / N				
Totals for fund: 590				.00	22.99 **
533	461-59014-451-000000	CLOTHING EXPENSES	Amazon Reta* Np2yw5hu3	75.00	.00
	7674 CARD CENTER / 61.60.458.38.5812 / N				

Fiscal Year: 2026 Journal entry number: 666 Journal entry date: 02/27/2026 UMB Visa Feb 2026

Fiscal Year: 2026 Journal entry number: 666 Journal entry date: 02/27/2026 UMB Visa Feb 2026

JE Line Number	Account	Description	Item Description	Debit Amount	Credit Amount	
Check Number	Vendor Number / Vendor Name	Invoice Number / PO Number / PO Item Number / Po Split Seq Number / PO Item Compl	Encumbrance Liquid Amt / Employee Asset id Number			
Totals for fund: 461				75.00	.00	**
534	243-54004-501-000000	59.40.500.06.5259	TRAINING COSTS	Crisissyste	180.69	.00
	7674 CARD CENTER		N			
Totals for fund: 243				180.69	.00	**
535	590-54004-801-000000	90.70.801.06.5259	TRAINING COSTS	Office Depot #2167	86.10	.00
	7674 CARD CENTER		N			
Totals for fund: 590				86.10	.00	**
536	591-54004-901-000000	92.70.901.06.5259	TRAINING COSTS	Office Depot #2167	86.09	.00
	7674 CARD CENTER		N			
Totals for fund: 591				86.09	.00	**
537	105-54000-501-000000		TRAINING TRAVEL	Airbnb * Hmy8mwzm2q	679.08	.00
	7674 CARD CENTER		N			
Totals for fund: 105				679.08	.00	**
538	590-57009-801-000000	90.70.801.14.5541	VEHICLE MAINTENANCE	Autozone #4440	.00	22.00
	7674 CARD CENTER		N			
Totals for fund: 590				.00	22.00	**
539	460-57018-403-000000	60.60.420.14.5559	MISC EQUIPMENT MAINT	Amazon Mktpl	22.98	.00
	7674 CARD CENTER		N			
Totals for fund: 460				22.98	.00	**

Fiscal Year: 2026 Journal entry number: 666 Journal entry date: 02/27/2026 UMB Visa Feb 2026

Fiscal Year: 2026 Journal entry number: 666 Journal entry date: 02/27/2026 UMB Visa Feb 2026

JE Line	Account Number	Description	Item No	Item Description	Debit Amount	Credit Amount
Check Number	Vendor Number	Vendor Name	Invoice Number	PO Number / PO Item Number / Po Split Seq Number / PO Item Compl	Encumbrance Liquid Amt	Employee Asset id Number
540	461-59014-451-000000	CLOTHING EXPENSES	61.60.458.38.5812		Amazon Mktplace Pmts	52.50
	7674 CARD CENTER			N		
Totals for fund: 461					.00	52.50 **
541	100-57019-203-000000	BUILDING MAINTENANCE	10.70.225.14.5571		Lowes #01565	.00
	7674 CARD CENTER			N		
Totals for fund: 100					71.76	.00 **
542	243-54004-501-000000	TRAINING COSTS	59.40.500.06.5259		Crisissyste	.00
	7674 CARD CENTER			N		
Totals for fund: 243					180.69	.00 **
543	590-54000-802-000000	TRAINING TRAVEL	90.70.802.06.5210		Monorail Ticketing Svc	.00
	7674 CARD CENTER			N		
Totals for fund: 590					13.48	.00 **
544	591-54000-901-000000	TRAINING TRAVEL	92.70.901.06.5210		Monorail Ticketing Svc	.00
	7674 CARD CENTER			N		
Totals for fund: 591					13.48	.00 **
545	243-54004-501-000000	TRAINING COSTS	59.40.500.06.5259		Crisissyste	.00
	7674 CARD CENTER			N		
Totals for fund: 243					180.69	.00 **
546	590-53010-802-000000	LAB SUPPLIES	90.70.802.04.5014		Usabluebook	.00
	7674 CARD CENTER			N		

Fiscal Year: 2026 Journal entry number: 666 Journal entry date: 02/27/2026 UMB Visa Feb 2026

Fiscal Year: 2026 Journal entry number: 666 Journal entry date: 02/27/2026 UMB Visa Feb 2026

JE Line Number	Account	Description	Item Description	Debit Amount	Credit Amount	
Check Number	Vendor Number / Vendor Name	Invoice Number / PO Number / PO Item Number / Po Split Seq Number / PO Item Compl	Encumbrance Liquid Amt / Employee Asset id Number			
Totals for fund: 590				30.96	.00	**
547	100-59026-113-000000	MISCELLANEOUS EXPENSES	Smk	468.00	.00	
	7674 CARD CENTER	10.21.032.38.5989 N				
Totals for fund: 100				468.00	.00	**
548	105-53019-502-000000	ARMORY SUPPLIES	The Home Depot #8460	798.00	.00	
	7674 CARD CENTER	N				
Totals for fund: 105				798.00	.00	**
549	591-57019-901-000000	BUILDING MAINTENANCE	Amazon Mktpl	279.99	.00	
	7674 CARD CENTER	92.70.901.14.5571 N				
Totals for fund: 591				279.99	.00	**
550	105-54001-501-000000	REGISTRATION FEES	Midwesttac	625.00	.00	
	7674 CARD CENTER	N				
Totals for fund: 105				625.00	.00	**
551	100-57015-165-000000	FACILITIES SECURITY MAINT	Sherwin-Williams707215	142.45	.00	
	7674 CARD CENTER	10.20.051.14.5554 N				
Totals for fund: 100				142.45	.00	**
552	105-53000-501-000000	GENERAL SUPPLIES	Amazon Mktpl	84.93	.00	
	7674 CARD CENTER	N				
Totals for fund: 105				84.93	.00	**

Fiscal Year: 2026 Journal entry number: 666 Journal entry date: 02/27/2026 UMB Visa Feb 2026

Fiscal Year: 2026 Journal entry number: 666 Journal entry date: 02/27/2026 UMB Visa Feb 2026

JE Line Number	Account	Description	Item Description	Debit Amount	Credit Amount
Check Number	Vendor Number / Vendor Name	Invoice Number / PO Number / PO Item Number / Po Split Seq Number / PO Item Compl	Item No / Encumbrance Liquid Amt / Employee Asset id Number		
553	590-59026-801-000000	MISCELLANEOUS EXPENSES	Office Depot #2167	22.99	.00
	7674 CARD CENTER	90.70.801.38.5989 N			
Totals for fund: 590				22.99	.00 **
554	100-12002-000-000000	A/R REIMBURSEABLE EXPENSES	Uber *trip	13.98	.00
	7674 CARD CENTER	10.1405 N			
Totals for fund: 100				13.98	.00 **
555	243-54004-501-000000	TRAINING COSTS	Crisissyste	180.69	.00
	7674 CARD CENTER	59.40.500.06.5259 N			
Totals for fund: 243				180.69	.00 **
556	460-54003-400-000000	MEALS PER DIEM	Hilton Garden Inn	130.04	.00
	7674 CARD CENTER	60.60.415.06.5253 N			
557	460-59014-403-000000	CLOTHING EXPENSES	Boot Barn #210	143.99	.00
	7674 CARD CENTER	60.60.420.38.5812 N			
Totals for fund: 460				274.03	.00 **
558	106-59015-301-000000	PROTECTIVE CLOTHING	Mace Shoe Repair	260.00	.00
	7674 CARD CENTER	N			
Totals for fund: 106				260.00	.00 **
559	591-53000-901-000000	GENERAL SUPPLIES	Chick-Fil-A #02442	17.00	.00
	7674 CARD CENTER	92.70.901.04.5001 N			
Totals for fund: 591				17.00	.00 **

Fiscal Year: 2026 Journal entry number: 666 Journal entry date: 02/27/2026 UMB Visa Feb 2026

Fiscal Year: 2026 Journal entry number: 666 Journal entry date: 02/27/2026 UMB Visa Feb 2026

JE Line Number	Account	Description	Item Description	Debit Amount	Credit Amount
Check Number	Vendor Number / Vendor Name	Invoice Number / PO Number / PO Item Number / Po Split Seq Number / PO Item Compl	Item No / Encumbrance Liquid Amt	Employee Asset id Number	
560	590-53000-801-000000	GENERAL SUPPLIES	Chick-Fil-A #02442	17.00	.00
	7674 CARD CENTER	90.70.801.04.5001	N		
Totals for fund: 590				17.00	.00 **
561	106-53000-300-000000	GENERAL SUPPLIES	The Plant Place & Camero	100.00	.00
	7674 CARD CENTER		N		
Totals for fund: 106				100.00	.00 **
562	460-57018-403-000000	MISC EQUIPMENT MAINT	Amazon Reta* Ne7e802q3	117.79	.00
	7674 CARD CENTER	60.60.420.14.5559	N		
Totals for fund: 460				117.79	.00 **
563	105-57019-501-000000	BUILDING MAINTENANCE	Amazon Mktpl	88.98	.00
	7674 CARD CENTER		N		
Totals for fund: 105				88.98	.00 **
564	460-54000-403-000000	TRAINING TRAVEL	Hilton Garden Inn	130.04	.00
	7674 CARD CENTER	60.60.420.06.5210	N		
565	460-59014-403-000000	CLOTHING EXPENSES	Amazon Reta* Nd68y6ed3	39.95	.00
	7674 CARD CENTER	60.60.420.38.5812	N		
Totals for fund: 460				169.99	.00 **
566	243-54004-501-000000	TRAINING COSTS	Crisissyste	180.69	.00
	7674 CARD CENTER	59.40.500.06.5259	N		
Totals for fund: 243				180.69	.00 **

Fiscal Year: 2026 Journal entry number: 666 Journal entry date: 02/27/2026 UMB Visa Feb 2026

Fiscal Year: 2026 Journal entry number: 666 Journal entry date: 02/27/2026 UMB Visa Feb 2026

JE Line Number	Account	Description	Item Description	Debit Amount	Credit Amount
Check Number	Vendor Number / Vendor Name	Invoice Number / PO Number / PO Item Number / Po Split Seq Number / PO Item Compl	Encumbrance No / Liquid Amt / Employee Asset id Number		
567	100-57009-203-000000	VEHICLE MAINTENANCE	Sq *castrol Pro Lube Exp	112.72	.00
	7674 CARD CENTER	10.70.225.14.5541 N			
Totals for fund: 100				112.72	.00 **
568	106-60000-301-000000	MINOR EQUIPMENT	Faadronezone	5.00	.00
	7674 CARD CENTER	N			
Totals for fund: 106				5.00	.00 **
569	591-55026-902-000000	FEES-LIME SLUDGE DISPOSAL	Feldmans Farm And Home	532.93	.00
	7674 CARD CENTER	92.70.902.08.5370 N			
Totals for fund: 591				532.93	.00 **
570	105-70020-501-SOB25	CONSTRUCTION CONTRACT	Amazon Mark* Kv9864lg3	19.94	.00
	7674 CARD CENTER	N			
Totals for fund: 105				19.94	.00 **
571	590-60015-801-000000	MINOR TOOLS	Amazon Mktpl	84.52	.00
	7674 CARD CENTER	90.70.801.04.5018 N			
572	590-54004-802-000000	TRAINING COSTS	Dept Of Natural Resource	51.25	.00
	7674 CARD CENTER	90.70.802.06.5259 N			
Totals for fund: 590				135.77	.00 **
573	100-57019-203-000000	BUILDING MAINTENANCE	The Home Depot #3019	197.78	.00
	7674 CARD CENTER	10.70.225.14.5571 N			
Totals for fund: 100				197.78	.00 **

Fiscal Year: 2026 Journal entry number: 666 Journal entry date: 02/27/2026 UMB Visa Feb 2026

Fiscal Year: 2026 Journal entry number: 666 Journal entry date: 02/27/2026 UMB Visa Feb 2026

JE Line Number	Account	Description	Item Description	Debit Amount	Credit Amount
Check Number	Vendor Number	Vendor Name	Invoice Number / PO Number / PO Item Number / Po Split Seq Number / PO Item Compl / Encumbrance Liquid Amt / Employee Asset id Number		
574	590-53010-802-000000	LAB SUPPLIES	Idexx Distribution Inc	116.56	.00
	7674 CARD CENTER	90.70.802.04.5014	N		
Totals for fund: 590				116.56	.00 **
575	465-54004-420-000000	TRAINING COSTS	American Red Cross	10.00	.00
	7674 CARD CENTER	65.60.491.06.5259	N		
Totals for fund: 465				10.00	.00 **
576	105-54001-501-000000	REGISTRATION FEES	Fbi Leeda Inc	795.00	.00
	7674 CARD CENTER		N		
Totals for fund: 105				795.00	.00 **
577	100-60004-170-000000	MINOR COMPUTER EQUIPMENT	Amazon Mktpl	59.98	.00
	7674 CARD CENTER	10.90.132.18.5605	N		
Totals for fund: 100				59.98	.00 **
578	591-53000-902-000000	GENERAL SUPPLIES	Amazon Mark* W973267p3	69.99	.00
	7674 CARD CENTER	92.70.902.04.5001	N		
Totals for fund: 591				69.99	.00 **
579	105-53000-501-000000	GENERAL SUPPLIES	Amazon Mark* 3h2441oe3	324.50	.00
	7674 CARD CENTER		N		
Totals for fund: 105				324.50	.00 **
580	591-59014-902-000000	CLOTHING EXPENSES	Wal-Mart #0234	20.00	.00
	7674 CARD CENTER	92.70.902.38.5812	N		

Fiscal Year: 2026 Journal entry number: 666 Journal entry date: 02/27/2026 UMB Visa Feb 2026

Fiscal Year: 2026 Journal entry number: 666 Journal entry date: 02/27/2026 UMB Visa Feb 2026

JE Line	Account Number	Description	Item Description	Debit Amount	Credit Amount	
Check Number	Vendor Number	Vendor Name	Invoice Number / PO Number / PO Item Number / Po Split Seq Number / PO Item Compl / Encumbrance Liquid Amt / Employee Asset id Number			
Totals for fund: 591				20.00	.00	**
581	100-55031-150-000000	LEGAL ADS	Column Public Notice	21.25	.00	
7674	CARD CENTER	10.80.151.08.5379	N			
Totals for fund: 100				21.25	.00	**
582	465-55044-420-000000	MISCELLANEOUS FEES	Vsp*daxko, Llc	873.38	.00	
7674	CARD CENTER	65.60.491.08.5399	N			
Totals for fund: 465				873.38	.00	**
583	590-53006-802-000000	BUILDING MAINT SUPPLIES	West Kearney Winnelsnc	189.77	.00	
7674	CARD CENTER	90.70.802.04.5008	N			
Totals for fund: 590				189.77	.00	**
584	460-60015-403-000000	MINOR TOOLS	Menards 3342	22.42	.00	
7674	CARD CENTER	60.60.420.04.5018	N			
Totals for fund: 460				22.42	.00	**
585	465-57019-420-000000	BUILDING MAINTENANCE	Amazon Mktpl	106.92	.00	
7674	CARD CENTER	65.60.491.14.5571	N			
Totals for fund: 465				106.92	.00	**
586	590-53006-802-000000	BUILDING MAINT SUPPLIES	Lowes #01565	74.98	.00	
7674	CARD CENTER	90.70.802.04.5008	N			
587	590-53010-802-000000	LAB SUPPLIES	Usabluebook	397.71	.00	
7674	CARD CENTER	90.70.802.04.5014	N			

Fiscal Year: 2026 Journal entry number: 666 Journal entry date: 02/27/2026 UMB Visa Feb 2026

Fiscal Year: 2026 Journal entry number: 666 Journal entry date: 02/27/2026 UMB Visa Feb 2026

JE Line	Account Number	Description	Item Description	Debit Amount	Credit Amount
Check Number	Vendor Number	Vendor Name	Invoice Number	PO Number	PO Item Number	Po Split Seq Number	PO Item Compl	Encumbrance No Liquid Amt	Employee Number	Asset id		
588	590-57005-802-000000	WATER PLANT MAINTENANCE	Grainger	4,076.05	.00
	7674	CARD CENTER					N					
Totals for fund: 590											4,548.74	.00 **
589	100-57019-203-000000	BUILDING MAINTENANCE	Lowes #01565	379.72	.00
	7674	CARD CENTER					N					
Totals for fund: 100											379.72	.00 **
590	465-53038-420-000000	RSVP GRANT	4imprint, Inc	1,135.00	.00
	7674	CARD CENTER					N					
Totals for fund: 465											1,135.00	.00 **
591	105-59026-501-SOB25	MISCELLANEOUS EXPENSES	The Ups Store 2836	76.99	.00
	7674	CARD CENTER					N					
Totals for fund: 105											76.99	.00 **
592	244-59005-119-AM250	SPECIAL EVENTS - AM250	The Ups Store 2836	487.00	.00
	7674	CARD CENTER					N					
Totals for fund: 244											487.00	.00 **
593	106-53007-300-000000	FOOD	Qt 151	19.20	.00
	7674	CARD CENTER					N					
Totals for fund: 106											19.20	.00 **
594	590-54004-801-000000	TRAINING COSTS	Office Depot #2167	24.74	.00
	7674	CARD CENTER					N					

Fiscal Year: 2026 Journal entry number: 666 Journal entry date: 02/27/2026 UMB Visa Feb 2026

Fiscal Year: 2026 Journal entry number: 666 Journal entry date: 02/27/2026 UMB Visa Feb 2026

JE Line	Account Number	Description	Item Description	Debit Amount	Credit Amount	
Check Number	Vendor Number	Vendor Name	Invoice Number / PO Number / PO Item Number / Po Split Seq Number / PO Item Compl / Encumbrance Liquid Amt / Employee Asset id Number			
Totals for fund: 590				24.74	.00	**
595	591-54004-901-000000	TRAINING COSTS	Office Depot #2167	24.73	.00	
7674	CARD CENTER	92.70.901.06.5259	N			
Totals for fund: 591				24.73	.00	**
596	590-60015-801-000000	MINOR TOOLS	Amazon Mktpl	114.99	.00	
7674	CARD CENTER	90.70.801.04.5018	N			
597	590-59014-801-000000	CLOTHING EXPENSES	Happy Times	39.50	.00	
7674	CARD CENTER	90.70.801.38.5812	N			
Totals for fund: 590				154.49	.00	**
598	591-59014-901-000000	CLOTHING EXPENSES	Happy Times	39.50	.00	
7674	CARD CENTER	92.70.901.38.5812	N			
Totals for fund: 591				39.50	.00	**
599	461-59026-451-000000	MISCELLANEOUS EXPENSES	Petco 2615	103.97	.00	
7674	CARD CENTER	61.60.458.38.5989	N			
Totals for fund: 461				103.97	.00	**
600	100-57019-203-000000	BUILDING MAINTENANCE	Lowes #01565	191.16	.00	
7674	CARD CENTER	10.70.225.14.5571	N			
Totals for fund: 100				191.16	.00	**
601	106-59014-301-000000	CLOTHING EXPENSES	Badgeandwallet.Com	324.95	.00	
7674	CARD CENTER		N			

Fiscal Year: 2026 Journal entry number: 666 Journal entry date: 02/27/2026 UMB Visa Feb 2026

Fiscal Year: 2026 Journal entry number: 666 Journal entry date: 02/27/2026 UMB Visa Feb 2026

JE Line Number	Account	Description	Item Description	Debit Amount	Credit Amount	
Check Number	Vendor Number / Vendor Name	Invoice Number / PO Number / PO Item Number / Po Split Seq Number / PO Item Compl	Encumbrance Liquid Amt / Employee Asset id Number			
Totals for fund: 106				324.95	.00	**
602	100-12002-000-000000	10.1405 A/R REIMBURSEABLE EXPENSES	Amazon Mark* 4d6gk7o93	10.23	.00	
7674	CARD CENTER	N				
Totals for fund: 100				10.23	.00	**
603	590-53010-802-000000	90.70.802.04.5014 LAB SUPPLIES	Idexx Distribution Inc	70.28	.00	
7674	CARD CENTER	N				
Totals for fund: 590				70.28	.00	**
604	591-53010-902-000000	92.70.902.04.5014 LAB SUPPLIES	Usabluebook	1,767.60	.00	
7674	CARD CENTER	N				
605	591-59014-901-000000	92.70.901.38.5812 CLOTHING EXPENSES	Feldmans Farm And Home	175.96	.00	
7674	CARD CENTER	N				
Totals for fund: 591				1,943.56	.00	**
606	465-53038-420-000000	65.60.491.04.5064 RSVP GRANT	Yeti 1-833-225-9384	639.82	.00	
7674	CARD CENTER	N				
Totals for fund: 465				639.82	.00	**
607	100-53000-116-000000	10.20.131.04.5001 GENERAL SUPPLIES	Amazon Mktpl	20.90	.00	
7674	CARD CENTER	N				
Totals for fund: 100				20.90	.00	**
608	105-54001-501-000000	REGISTRATION FEES	Fbi Leeda Inc	795.00	.00	
7674	CARD CENTER	N				

Fiscal Year: 2026 Journal entry number: 666 Journal entry date: 02/27/2026 UMB Visa Feb 2026

Fiscal Year: 2026 Journal entry number: 666 Journal entry date: 02/27/2026 UMB Visa Feb 2026

JE Line Number	Account	Description	Item Description	Debit Amount	Credit Amount	
Check Number	Vendor Number / Vendor Name	Invoice Number / PO Number / PO Item Number / Po Split Seq Number / PO Item Compl	Encumbrance Liquid Amt / Employee Asset id Number			
Totals for fund: 105				795.00	.00	**
609	590-59014-801-000000	90.70.801.38.5812 CLOTHING EXPENSES	Feldmans Farm And Home	84.89	.00	
7674	CARD CENTER	N				
Totals for fund: 590				84.89	.00	**
610	465-53008-420-000000	65.60.491.04.5009 MAINTENANCE MATERIALS	Amazon Mktpl	53.34	.00	
7674	CARD CENTER	N				
Totals for fund: 465				53.34	.00	**
611	591-53000-902-000000	92.70.902.04.5001 GENERAL SUPPLIES	Amazon Mktpl	47.48	.00	
7674	CARD CENTER	N				
Totals for fund: 591				47.48	.00	**
612	590-59014-801-000000	90.70.801.38.5812 CLOTHING EXPENSES	Feldmans Farm And Home	84.89	.00	
7674	CARD CENTER	N				
Totals for fund: 590				84.89	.00	**
613	100-57019-203-000000	10.70.225.14.5571 BUILDING MAINTENANCE	Lowes #01565	34.48	.00	
7674	CARD CENTER	N				
Totals for fund: 100				34.48	.00	**
614	106-53008-301-000000	MAINTENANCE MATERIALS	Amazon Mktpl	9.99	.00	
7674	CARD CENTER	N				
Totals for fund: 106				9.99	.00	**

Fiscal Year: 2026 Journal entry number: 666 Journal entry date: 02/27/2026 UMB Visa Feb 2026

Fiscal Year: 2026 Journal entry number: 666 Journal entry date: 02/27/2026 UMB Visa Feb 2026

JE Line Number	Account	Description	Item Description	Debit Amount	Credit Amount	
Check Number	Vendor Number / Vendor Name	Invoice Number / PO Number / PO Item Number / Po Split Seq Number / PO Item Compl	Encumbrance Liquid Amt / Employee Asset id Number			
615	590-53010-802-000000	90.70.802.04.5014 LAB SUPPLIES	Usabluebook	79.71	.00	
	7674 CARD CENTER	N				
616	590-54004-801-000000	90.70.801.06.5259 TRAINING COSTS	Office Depot #2167	23.34	.00	
	7674 CARD CENTER	N				
Totals for fund: 590				103.05	.00	**
617	591-54004-901-000000	92.70.901.06.5259 TRAINING COSTS	Office Depot #2167	23.34	.00	
	7674 CARD CENTER	N				
Totals for fund: 591				23.34	.00	**
618	590-53010-802-000000	90.70.802.04.5014 LAB SUPPLIES	Usabluebook	35.62	.00	
	7674 CARD CENTER	N				
Totals for fund: 590				35.62	.00	**
619	591-59015-901-000000	92.70.901.38.5813 PROTECTIVE CLOTHING	Feldmans Farm And Home	107.50	.00	
	7674 CARD CENTER	N				
620	591-53010-902-000000	92.70.902.04.5014 LAB SUPPLIES	Usabluebook	414.07	.00	
	7674 CARD CENTER	N				
621	591-59015-901-000000	92.70.901.38.5813 PROTECTIVE CLOTHING	Red Wing Shoe Store #7	224.99	.00	
	7674 CARD CENTER	N				
Totals for fund: 591				746.56	.00	**
622	590-53008-802-000000	90.70.802.04.5009 MAINTENANCE MATERIALS	Reeves-Wiedeman - Libert	217.88	.00	
	7674 CARD CENTER	N				
Totals for fund: 590				217.88	.00	**
623	460-54001-400-000000	60.60.415.06.5251 REGISTRATION FEES	Mpra* Mo	395.00	.00	
	7674 CARD CENTER	N				

Fiscal Year: 2026 Journal entry number: 666 Journal entry date: 02/27/2026 UMB Visa Feb 2026

Fiscal Year: 2026 Journal entry number: 666 Journal entry date: 02/27/2026 UMB Visa Feb 2026

JE Line	Account Number	Description	Item Description	Debit Amount	Credit Amount	
Check Number	Vendor Number	Vendor Name	Invoice Number / PO Number / PO Item Number / Po Split Seq Number / PO Item Compl	Encumbrance Liquid Amt / Employee Asset id Number		
Totals for fund: 460				395.00	.00	**
624	590-59015-801-000000	90.70.801.38.5813 PROTECTIVE CLOTHING	Happy Times	1,388.00	.00	
7674	CARD CENTER	N				
Totals for fund: 590				1,388.00	.00	**
625	591-59015-901-000000	92.70.901.38.5813 PROTECTIVE CLOTHING	Happy Times	1,388.00	.00	
7674	CARD CENTER	N				
626	591-59014-901-000000	92.70.901.38.5812 CLOTHING EXPENSES	Feldmans Farm And Home	238.84	.00	
7674	CARD CENTER	N				
Totals for fund: 591				1,626.84	.00	**
627	465-54004-420-000000	65.60.491.06.5259 TRAINING COSTS	American Red Cross	20.00	.00	
7674	CARD CENTER	N				
Totals for fund: 465				20.00	.00	**
628	590-60000-801-000000	90.70.801.18.5601 MINOR EQUIPMENT	Amazon Mktpl	99.49	.00	
7674	CARD CENTER	N				
Totals for fund: 590				99.49	.00	**
629	100-59004-116-000000	10.20.131.38.5803 MEETING EXPENSE	Classy Chocolate	31.32	.00	
7674	CARD CENTER	N				
Totals for fund: 100				31.32	.00	**
630	591-59015-901-000000	92.70.901.38.5813 PROTECTIVE CLOTHING	Amazon Mktpl	79.94	.00	
7674	CARD CENTER	N				

Fiscal Year: 2026 Journal entry number: 666 Journal entry date: 02/27/2026 UMB Visa Feb 2026

Fiscal Year: 2026 Journal entry number: 666 Journal entry date: 02/27/2026 UMB Visa Feb 2026

JE Line Number	Account	Description	Item Description	Debit Amount	Credit Amount	
Check Number	Vendor Number / Vendor Name	Invoice Number / PO Number / PO Item Number / Po Split Seq Number / PO Item Compl	Item No / Encumbrance Liquid Amt / Employee Asset id Number			
Totals for fund: 591				79.94	.00	**
631	590-53000-802-000000	90.70.802.04.5001	GENERAL SUPPLIES	Office Depot #2167	45.00	.00
7674	CARD CENTER		N			
Totals for fund: 590				45.00	.00	**
632	591-59015-901-000000	92.70.901.38.5813	PROTECTIVE CLOTHING	Amazon Mktplace Pmts	.00	76.94
7674	CARD CENTER		N			
Totals for fund: 591				.00	76.94	**
633	465-57022-420-000000	65.60.491.14.5575	GROUNDS/LANDSCAPING	Siteone Landscape Supply	430.09	.00
7674	CARD CENTER		N			
Totals for fund: 465				430.09	.00	**
634	106-53004-301-000000		VEHICLE SUPPLIES	Oreilly 142	95.94	.00
7674	CARD CENTER		N			
Totals for fund: 106				95.94	.00	**
635	100-59015-203-000000	10.70.225.38.5813	PROTECTIVE CLOTHING	Feldmans Farm And Home	17.99	.00
7674	CARD CENTER		N			
Totals for fund: 100				17.99	.00	**
636	106-60000-300-000000		MINOR EQUIPMENT	Amazon Mktpl	199.00	.00
7674	CARD CENTER		N			
Totals for fund: 106				199.00	.00	**

Fiscal Year: 2026 Journal entry number: 666 Journal entry date: 02/27/2026 UMB Visa Feb 2026

Fiscal Year: 2026 Journal entry number: 666 Journal entry date: 02/27/2026 UMB Visa Feb 2026

JE Line Number	Account	Description	Item Description	Debit Amount	Credit Amount
Check Number	Vendor Number / Vendor Name	Invoice Number / PO Number / PO Item Number / Po Split Seq Number / PO Item Compl	Item No / Encumbrance Liquid Amt / Employee Asset id Number		
637	100-57019-203-000000	BUILDING MAINTENANCE	Lowes #01565	1,238.00	.00
	7674 CARD CENTER	10.70.225.14.5571 N			
638	100-59014-203-000000	CLOTHING EXPENSES	Feldmans Farm And Home	113.63	.00
	7674 CARD CENTER	10.70.225.38.5812 N			
Totals for fund: 100				1,351.63	.00 **
639	460-54001-400-000000	REGISTRATION FEES	Mpra* Mo	395.00	.00
	7674 CARD CENTER	60.60.415.06.5251 N			
Totals for fund: 460				395.00	.00 **
640	591-57009-902-000000	VEHICLE MAINTENANCE	Sutherlands 1214	9.36	.00
	7674 CARD CENTER	92.70.902.14.5541 N			
Totals for fund: 591				9.36	.00 **
641	106-53007-300-000000	FOOD	Minskys Liberty	116.44	.00
	7674 CARD CENTER	N			
Totals for fund: 106				116.44	.00 **
642	100-53000-150-000000	GENERAL SUPPLIES	Odp Bus Sol Llc # 101079	22.69	.00
	7674 CARD CENTER	10.80.151.04.5001 N			
Totals for fund: 100				22.69	.00 **
643	461-59014-451-000000	CLOTHING EXPENSES	Amazon Mktpl	226.38	.00
	7674 CARD CENTER	61.60.458.38.5812 N			
Totals for fund: 461				226.38	.00 **

Fiscal Year: 2026 Journal entry number: 666 Journal entry date: 02/27/2026 UMB Visa Feb 2026

Fiscal Year: 2026 Journal entry number: 666 Journal entry date: 02/27/2026 UMB Visa Feb 2026

JE Line	Account Number	Description	Item Description	Debit Amount	Credit Amount
Check Number	Vendor Number / Vendor Name	Invoice Number / PO Number / PO Item Number / Po Split Seq Number / PO Item Compl	Item No / Encumbrance Liquid Amt / Employee Asset id Number		
644	105-53000-501-000000	GENERAL SUPPLIES	Amazon Mark* Ks8861wc3	102.31	.00
	7674 CARD CENTER		N		
Totals for fund: 105				102.31	.00 **
645	465-60000-420-000000	65.60.491.18.5601 MINOR EQUIPMENT	Sp Elite Fts	54.89	.00
	7674 CARD CENTER		N		
Totals for fund: 465				54.89	.00 **
646	105-53000-501-000000	GENERAL SUPPLIES	Amazon Mktpl	109.75	.00
	7674 CARD CENTER		N		
Totals for fund: 105				109.75	.00 **
647	461-53000-451-000000	61.60.458.04.5001 GENERAL SUPPLIES	Amazon.Com*cm78r5ms3	11.19	.00
	7674 CARD CENTER		N		
648	461-57022-451-000000	61.60.458.14.5575 GROUNDS/LANDSCAPING	Feldmans Farm And Home	49.98	.00
	7674 CARD CENTER		N		
Totals for fund: 461				61.17	.00 **
649	465-53008-420-000000	65.60.491.04.5009 MAINTENANCE MATERIALS	Amazon Mktpl	11.99	.00
	7674 CARD CENTER		N		
Totals for fund: 465				11.99	.00 **
650	591-59015-901-000000	92.70.901.38.5813 PROTECTIVE CLOTHING	Red Wing Shoe Store #7	281.98	.00
	7674 CARD CENTER		N		
651	591-54004-902-000000	92.70.902.06.5259 TRAINING COSTS	Gochickengo	172.19	.00
	7674 CARD CENTER		N		

Fiscal Year: 2026 Journal entry number: 666 Journal entry date: 02/27/2026 UMB Visa Feb 2026

Fiscal Year: 2026 Journal entry number: 666 Journal entry date: 02/27/2026 UMB Visa Feb 2026

JE Line Number	Account	Description	Item Description	Debit Amount	Credit Amount	
Check Number	Vendor Number / Vendor Name	Invoice Number / PO Number / PO Item Number / Po Split Seq Number / PO Item Compl	Encumbrance Liquid Amt / Employee Asset id Number			
Totals for fund: 591				454.17	.00	**
652	460-59013-400-000000	60.60.415.38.5811 MEMBERSHIP DUES	Www.Thcf.Org	75.00	.00	
7674	CARD CENTER	N				
Totals for fund: 460				75.00	.00	**
653	100-59014-203-000000	10.70.225.38.5812 CLOTHING EXPENSES	Feldmans Farm And Home	52.99	.00	
7674	CARD CENTER	N				
Totals for fund: 100				52.99	.00	**
654	465-55044-420-000000	65.60.491.08.5399 MISCELLANEOUS FEES	Pandora For Business B	29.95	.00	
7674	CARD CENTER	N				
Totals for fund: 465				29.95	.00	**
655	590-54001-802-000000	90.70.802.06.5251 REGISTRATION FEES	Mwea* Reg2tnymit9	438.17	.00	
7674	CARD CENTER	N				
656	590-53010-802-000000	90.70.802.04.5014 LAB SUPPLIES	Usabluebook	992.88	.00	
7674	CARD CENTER	N				
Totals for fund: 590				1,431.05	.00	**
657	100-57019-203-000000	10.70.225.14.5571 BUILDING MAINTENANCE	Lowes #01565	54.52	.00	
7674	CARD CENTER	N				
Totals for fund: 100				54.52	.00	**
658	591-53008-902-000000	92.70.902.04.5009 MAINTENANCE MATERIALS	Sutherlands 1214	144.81	.00	
7674	CARD CENTER	N				

Fiscal Year: 2026 Journal entry number: 666 Journal entry date: 02/27/2026 UMB Visa Feb 2026

Fiscal Year: 2026 Journal entry number: 666 Journal entry date: 02/27/2026 UMB Visa Feb 2026

JE Line	Account Number	Description	Item Description	Debit Amount	Credit Amount	
Check Number	Vendor Number	Vendor Name / Invoice Number / PO Number / PO Item Number / Po Split Seq Number / PO Item Compl / Item No / Encumbrance Liquid Amt / Employee Asset id Number				
Totals for fund: 591				144.81	.00	**
659	100-57009-201-000000	VEHICLE MAINTENANCE	Discount Tire Mok 2	300.61	.00	
7674	CARD CENTER	10.70.201.14.5541 N				
Totals for fund: 100				300.61	.00	**
660	590-53008-802-000000	MAINTENANCE MATERIALS	Lowes #01565	22.04	.00	
7674	CARD CENTER	90.70.802.04.5009 N				
Totals for fund: 590				22.04	.00	**
661	105-59013-501-000000	MEMBERSHIP DUES	Theiacp	220.00	.00	
7674	CARD CENTER	N				
Totals for fund: 105				220.00	.00	**
662	100-12002-000-000000	A/R REIMBURSEABLE EXPENSES	Amazon Mark* Xy7xp9hx3	51.45	.00	
7674	CARD CENTER	10.1405 N				
Totals for fund: 100				51.45	.00	**
663	591-59015-901-000000	PROTECTIVE CLOTHING	Red Wing Shoe Store #7	288.98	.00	
7674	CARD CENTER	92.70.901.38.5813 N				
Totals for fund: 591				288.98	.00	**
664	100-57009-482-000000	VEHICLE MAINTENANCE	Lee Summit Wmk	89.22	.00	
7674	CARD CENTER	10.60.482.14.5541 N				
Totals for fund: 100				89.22	.00	**

Fiscal Year: 2026 Journal entry number: 666 Journal entry date: 02/27/2026 UMB Visa Feb 2026

Fiscal Year: 2026 Journal entry number: 666 Journal entry date: 02/27/2026 UMB Visa Feb 2026

JE Line	Account Number	Description	Item Description	Debit Amount	Credit Amount
	Check Number / Vendor Number / Vendor Name / Invoice Number / PO Number / PO Item Number / Po Split Seq Number / PO Item Compl / Encumbrance Liquid Amt / Employee Asset id Number				
665	461-53000-451-000000	GENERAL SUPPLIES	Amazon Reta* Z62g75vx3	28.99	.00
	7674 CARD CENTER / 61.60.458.04.5001 / N				
	Totals for fund: 461			28.99	.00 **
666	105-60000-501-000000	MINOR EQUIPMENT	Amazon Mktpl	33.12	.00
	7674 CARD CENTER / N				
	Totals for fund: 105			33.12	.00 **
667	591-57009-902-000000	VEHICLE MAINTENANCE	Amazon.Com*658js30f3	58.72	.00
	7674 CARD CENTER / 92.70.902.14.5541 / N				
	Totals for fund: 591			58.72	.00 **
668	460-57022-403-000000	GROUNDS/LANDSCAPING	Lowes #01565	44.62	.00
	7674 CARD CENTER / 60.60.420.14.5575 / N				
	Totals for fund: 460			44.62	.00 **
669	590-53000-801-000000	GENERAL SUPPLIES	Amazon Mktpl	15.98	.00
	7674 CARD CENTER / 90.70.801.04.5001 / N				
670	590-57004-801-000000	MAINS & LINES MAINTENANCE	White Cap #125	662.48	.00
	7674 CARD CENTER / 90.70.801.14.5532 / N				
671	590-59015-801-000000	PROTECTIVE CLOTHING	Amazon Mktpl	44.82	.00
	7674 CARD CENTER / 90.70.801.38.5813 / N				
	Totals for fund: 590			723.28	.00 **
672	591-59015-901-000000	PROTECTIVE CLOTHING	Amazon Mktpl	44.81	.00
	7674 CARD CENTER / 92.70.901.38.5813 / N				

Fiscal Year: 2026 Journal entry number: 666 Journal entry date: 02/27/2026 UMB Visa Feb 2026

Fiscal Year: 2026 Journal entry number: 666 Journal entry date: 02/27/2026 UMB Visa Feb 2026

JE Line Number	Account	Description	Item Description	Debit Amount	Credit Amount	
Check Number	Vendor Number / Vendor Name	Invoice Number / PO Number / PO Item Number / Po Split Seq Number / PO Item Compl	Encumbrance Liquid Amt / Employee Asset id Number			
Totals for fund: 591				44.81	.00	**
673	590-54004-802-000000	90.70.802.06.5259	TRAINING COSTS	Dept Of Natural Resource	51.25	.00
7674	CARD CENTER		N			
Totals for fund: 590				51.25	.00	**
674	591-60000-901-000000	92.70.901.18.5601	MINOR EQUIPMENT	Amazon Mktpl	54.89	.00
7674	CARD CENTER		N			
675	591-59015-901-000000	92.70.901.38.5813	PROTECTIVE CLOTHING	Amazon Mktpl	76.94	.00
7674	CARD CENTER		N			
Totals for fund: 591				131.83	.00	**
676	100-60004-170-000000	10.90.132.18.5605	MINOR COMPUTER EQUIPMENT	Sp Pocket	387.00	.00
7674	CARD CENTER		N			
Totals for fund: 100				387.00	.00	**
677	590-59015-802-000000	90.70.802.38.5813	PROTECTIVE CLOTHING	Amazon Mktpl	19.85	.00
7674	CARD CENTER		N			
Totals for fund: 590				19.85	.00	**
678	465-54004-420-000000	65.60.491.06.5259	TRAINING COSTS	American Red Cross	34.00	.00
7674	CARD CENTER		N			
Totals for fund: 465				34.00	.00	**
679	591-57009-902-000000	92.70.902.14.5541	VEHICLE MAINTENANCE	Amazon Mktpl	27.90	.00
7674	CARD CENTER		N			

Fiscal Year: 2026 Journal entry number: 666 Journal entry date: 02/27/2026 UMB Visa Feb 2026

Fiscal Year: 2026 Journal entry number: 666 Journal entry date: 02/27/2026 UMB Visa Feb 2026

JE Line Number	Account	Description	Item Description	Debit Amount	Credit Amount	
Check Number	Vendor Number / Vendor Name	Invoice Number / PO Number / PO Item Number / Po Split Seq Number / PO Item Compl	Encumbrance Liquid Amt / Employee Asset id Number			
Totals for fund: 591				27.90	.00	**
680	105-53019-502-000000	ARMORY SUPPLIES	Ls Rogers Sporting Go	39.98	.00	
7674	CARD CENTER	N				
681	105-59013-501-000000	MEMBERSHIP DUES	Theiacp	220.00	.00	
7674	CARD CENTER	N				
Totals for fund: 105				259.98	.00	**
682	460-57018-403-000000	60.60.420.14.5559 MISC EQUIPMENT MAINT	Tractor-Supply-Co #0420	131.48	.00	
7674	CARD CENTER	N				
Totals for fund: 460				131.48	.00	**
683	461-57018-451-000000	61.60.458.14.5559 MISC EQUIPMENT MAINT	Tractor-Supply-Co #0420	131.47	.00	
7674	CARD CENTER	N				
Totals for fund: 461				131.47	.00	**
684	106-53034-304-000000	FIRE PREVENTION SUPPLIES	Amazon Mktpl	2,993.99	.00	
7674	CARD CENTER	N				
Totals for fund: 106				2,993.99	.00	**
685	591-53010-902-000000	92.70.902.04.5014 LAB SUPPLIES	Usabluebook	1,507.57	.00	
7674	CARD CENTER	N				
Totals for fund: 591				1,507.57	.00	**
686	105-60000-501-000000	MINOR EQUIPMENT	Amazon.Com*315z97293	1,697.99	.00	
7674	CARD CENTER	N				

Fiscal Year: 2026 Journal entry number: 666 Journal entry date: 02/27/2026 UMB Visa Feb 2026

Fiscal Year: 2026 Journal entry number: 666 Journal entry date: 02/27/2026 UMB Visa Feb 2026

JE Line	Account Number	Description	Item Description	Debit Amount	Credit Amount	
Check Number	Vendor Number	Vendor Name / Invoice Number / PO Number / PO Item Number / Po Split Seq Number / PO Item Compl	Encumbrance Liquid Amt / Employee Asset id Number			
Totals for fund: 105				**1,697.99**	**.00**	**
687	461-53000-451-000000	61.60.458.04.5001 GENERAL SUPPLIES	Amazon Mktpl	20.99	.00	
7674	CARD CENTER	N				
Totals for fund: 461				**20.99**	**.00**	**
688	105-70020-501-SOB25	CONSTRUCTION CONTRACT	Amazon Mark* 613bv6ol3	28.47	.00	
7674	CARD CENTER	N				
Totals for fund: 105				**28.47**	**.00**	**
689	100-57009-482-000000	10.60.482.14.5541 VEHICLE MAINTENANCE	Sq *castrol Pro Lube Exp	129.20	.00	
7674	CARD CENTER	N				
Totals for fund: 100				**129.20**	**.00**	**
690	460-60015-403-000000	60.60.420.04.5018 MINOR TOOLS	Amazon Reta* G18wd11a3	47.85	.00	
7674	CARD CENTER	N				
Totals for fund: 460				**47.85**	**.00**	**
691	100-57009-203-000000	10.70.225.14.5541 VEHICLE MAINTENANCE	Oreilly 142	69.98	.00	
7674	CARD CENTER	N				
Totals for fund: 100				**69.98**	**.00**	**
692	590-57019-801-000000	90.70.801.14.5571 BUILDING MAINTENANCE	Samsclub #6247	124.00	.00	
7674	CARD CENTER	N				
Totals for fund: 590				**124.00**	**.00**	**

Fiscal Year: 2026 Journal entry number: 666 Journal entry date: 02/27/2026 UMB Visa Feb 2026

Fiscal Year: 2026 Journal entry number: 666 Journal entry date: 02/27/2026 UMB Visa Feb 2026

JE Line	Account Number	Description	Item Description	Debit Amount	Credit Amount
	Check Number / Vendor Number / Vendor Name	Invoice Number / PO Number / PO Item Number / Po Split Seq Number / PO Item Compl	Item No / Encumbrance Liquid Amt / Employee Asset id Number		
693	591-53000-901-000000	GENERAL SUPPLIES	Samsclub #6247	77.89	.00
	7674 CARD CENTER	92.70.901.04.5001 N			
Totals for fund: 591				77.89	.00 **
694	590-53000-801-000000	GENERAL SUPPLIES	Samsclub #6247	77.89	.00
	7674 CARD CENTER	90.70.801.04.5001 N			
Totals for fund: 590				77.89	.00 **
695	591-57019-901-000000	BUILDING MAINTENANCE	Samsclub #6247	124.00	.00
	7674 CARD CENTER	92.70.901.14.5571 N			
696	591-53000-901-000000	GENERAL SUPPLIES	Lowes #01565	89.70	.00
	7674 CARD CENTER	92.70.901.04.5001 N			
Totals for fund: 591				213.70	.00 **
697	100-59014-203-000000	CLOTHING EXPENSES	Feldmans Farm And Home	67.55	.00
	7674 CARD CENTER	10.70.225.38.5812 N			
698	100-53000-170-000000	GENERAL SUPPLIES	Amazon.Com	.00	48.48
	7674 CARD CENTER	10.90.132.04.5001 N			
Totals for fund: 100				67.55	48.48 **
699	591-53010-902-000000	LAB SUPPLIES	Usabluebook	217.52	.00
	7674 CARD CENTER	92.70.902.04.5014 N			
700	591-60000-901-000000	MINOR EQUIPMENT	Sp Epasales	825.52	.00
	7674 CARD CENTER	92.70.901.18.5601 N			
Totals for fund: 591				1,043.04	.00 **
701	100-57019-203-000000	BUILDING MAINTENANCE	Lowes #01565	47.43	.00
	7674 CARD CENTER	10.70.225.14.5571 N			

Fiscal Year: 2026 Journal entry number: 666 Journal entry date: 02/27/2026 UMB Visa Feb 2026

Fiscal Year: 2026 Journal entry number: 666 Journal entry date: 02/27/2026 UMB Visa Feb 2026

JE Line Number	Account	Description	Item Description	Debit Amount	Credit Amount
Check Number	Vendor Number / Vendor Name	Invoice Number / PO Number / PO Item Number / Po Split Seq Number / PO Item Compl	Encumbrance Liquid Amt / Employee Asset id Number		
Totals for fund: 100				47.43	.00 **
702	105-70020-501-SOB25	CONSTRUCTION CONTRACT	Amazon Mktpl	92.99	.00
7674	CARD CENTER		N		
Totals for fund: 105				92.99	.00 **
703	460-60015-403-000000	60.60.420.04.5018 MINOR TOOLS	Oreilly 142	7.49	.00
7674	CARD CENTER		N		
Totals for fund: 460				7.49	.00 **
704	461-54001-451-000000	61.60.458.06.5251 REGISTRATION FEES	Mpra* Mo	395.00	.00
7674	CARD CENTER		N		
Totals for fund: 461				395.00	.00 **
705	100-59014-203-000000	10.70.225.38.5812 CLOTHING EXPENSES	Feldmans Farm And Home	52.99	.00
7674	CARD CENTER		N		
Totals for fund: 100				52.99	.00 **
706	590-53000-801-000000	90.70.801.04.5001 GENERAL SUPPLIES	Lowes #01565	183.52	.00
7674	CARD CENTER		N		
Totals for fund: 590				183.52	.00 **
707	591-53000-901-000000	92.70.901.04.5001 GENERAL SUPPLIES	Lowes #01565	183.51	.00
7674	CARD CENTER		N		
Totals for fund: 591				183.51	.00 **

Fiscal Year: 2026 Journal entry number: 666 Journal entry date: 02/27/2026 UMB Visa Feb 2026

Fiscal Year: 2026 Journal entry number: 666 Journal entry date: 02/27/2026 UMB Visa Feb 2026

JE Line Number	Account	Description	Item Description	Debit Amount	Credit Amount	
Check Number	Vendor Number / Vendor Name	Invoice Number / PO Number / PO Item Number / Po Split Seq Number / PO Item Compl	Encumbrance Liquid Amt / Employee Asset id Number			
708	460-57018-403-000000	60.60.420.14.5559	MISC EQUIPMENT MAINT	Heartland Tractor Co-Ca	1,542.83	.00
	7674 CARD CENTER		N			
Totals for fund: 460					1,542.83	.00 **
709	465-55044-420-000000	65.60.491.08.5399	MISCELLANEOUS FEES	Figure 53 Qlab	32.00	.00
	7674 CARD CENTER		N			
710	465-53038-420-000000	65.60.491.04.5064	RSVP GRANT	Mpra* Mo	395.00	.00
	7674 CARD CENTER		N			
Totals for fund: 465					427.00	.00 **
711	591-53000-901-000000	92.70.901.04.5001	GENERAL SUPPLIES	Sams Club #6247	55.72	.00
	7674 CARD CENTER		N			
Totals for fund: 591					55.72	.00 **
712	244-53026-119-000000	67.20.061.04.5072	MAKE MUSIC DAY-SUPPLIES	Zeffy* Make Music All	500.00	.00
	7674 CARD CENTER		N			
Totals for fund: 244					500.00	.00 **
713	100-53035-483-000000	10.60.483.04.5099	PROGRAM SUPPLIES	Amazon Mark* Ry8yo5oz3	37.95	.00
	7674 CARD CENTER		N			
Totals for fund: 100					37.95	.00 **
714	105-57019-501-000000		BUILDING MAINTENANCE	Lowes #01565	25.96	.00
	7674 CARD CENTER		N			
Totals for fund: 105					25.96	.00 **

Fiscal Year: 2026 Journal entry number: 666 Journal entry date: 02/27/2026 UMB Visa Feb 2026

Fiscal Year: 2026 Journal entry number: 666 Journal entry date: 02/27/2026 UMB Visa Feb 2026

JE Line	Account Number	Description	Item Description	Debit Amount	Credit Amount
Check Number	Vendor Number	Vendor Name	Invoice Number	PO Number	PO Item Number	Po Split Seq Number	PO Item Compl	Item No Encumbrance Liquid Amt	Employee Number	Asset id		
715	100-57019-203-000000	BUILDING MAINTENANCE	Lowes #01565	35.82	.00
	7674	CARD CENTER	10.70.225.14.5571				N					
Totals for fund: 100											35.82	.00 **
716	460-57018-403-000000	MISC EQUIPMENT MAINT	Amazon Mktpl	235.13	.00
	7674	CARD CENTER	60.60.420.14.5559				N					
Totals for fund: 460											235.13	.00 **
717	106-54004-303-000000	TRAINING COSTS	Www.Macn.Us	25.00	.00
	7674	CARD CENTER					N					
Totals for fund: 106											25.00	.00 **
718	590-57004-801-000000	MAINS & LINES MAINTENANCE	Lowes #01565	12.98	.00
	7674	CARD CENTER	90.70.801.14.5532				N					
Totals for fund: 590											12.98	.00 **
719	461-59026-451-000000	MISCELLANEOUS EXPENSES	Dri*signs	152.04	.00
	7674	CARD CENTER	61.60.458.38.5989				N					
Totals for fund: 461											152.04	.00 **
720	590-57009-801-000000	VEHICLE MAINTENANCE	Autozone #4440	235.98	.00
	7674	CARD CENTER	90.70.801.14.5541				N					
Totals for fund: 590											235.98	.00 **
721	460-57018-403-000000	MISC EQUIPMENT MAINT	Heritage Tractor Smithvi	735.37	.00
	7674	CARD CENTER	60.60.420.14.5559				N					

Fiscal Year: 2026 Journal entry number: 666 Journal entry date: 02/27/2026 UMB Visa Feb 2026

Fiscal Year: 2026 Journal entry number: 666 Journal entry date: 02/27/2026 UMB Visa Feb 2026

JE Line	Account Number	Description	Item Description	Debit Amount	Credit Amount	
Check Number	Vendor Number	Vendor Name / Invoice Number / PO Number / PO Item Number / Po Split Seq Number / PO Item Compl	Encumbrance Liquid Amt / Employee Asset id Number			
Totals for fund: 460				735.37	.00	**
722	100-57009-203-000000	VEHICLE MAINTENANCE	Oreilly 142	89.94	.00	
7674	CARD CENTER	10.70.225.14.5541	N			
723	100-59014-203-000000	CLOTHING EXPENSES	Feldmans Farm And Home	112.07	.00	
7674	CARD CENTER	10.70.225.38.5812	N			
Totals for fund: 100				202.01	.00	**
724	461-53000-451-000000	GENERAL SUPPLIES	Amazon Mktpl	5.98	.00	
7674	CARD CENTER	61.60.458.04.5001	N			
Totals for fund: 461				5.98	.00	**
725	105-70020-501-SOB25	CONSTRUCTION CONTRACT	Amazon Reta* A693c7d53	49.97	.00	
7674	CARD CENTER		N			
Totals for fund: 105				49.97	.00	**
726	465-53000-420-000000	GENERAL SUPPLIES	Amazon Mark* Pr0ux30j3	18.28	.00	
7674	CARD CENTER	65.60.491.04.5001	N			
Totals for fund: 465				18.28	.00	**
727	590-59015-801-000000	PROTECTIVE CLOTHING	Boot Barn #210	233.95	.00	
7674	CARD CENTER	90.70.801.38.5813	N			
Totals for fund: 590				233.95	.00	**
728	461-53000-451-000000	GENERAL SUPPLIES	Amazon Mktpl	14.97	.00	
7674	CARD CENTER	61.60.458.04.5001	N			

Fiscal Year: 2026 Journal entry number: 666 Journal entry date: 02/27/2026 UMB Visa Feb 2026

Fiscal Year: 2026 Journal entry number: 666 Journal entry date: 02/27/2026 UMB Visa Feb 2026

JE Line Number	Account	Description	Item Description	Debit Amount	Credit Amount	
Check Number	Vendor Number / Vendor Name	Invoice Number / PO Number / PO Item Number / Po Split Seq Number / PO Item Compl	Item No / Encumbrance Liquid Amt / Employee Asset id Number			
Totals for fund: 461				14.97	.00	**
729	105-60000-501-000000	MINOR EQUIPMENT	Amazon Mark* Rw96s86c3	96.66	.00	
7674	CARD CENTER	N				
Totals for fund: 105				96.66	.00	**
730	244-59005-119-AM250	SPECIAL EVENTS - AM250	Best Value Copy	2.80	.00	
7674	CARD CENTER	N				
Totals for fund: 244				2.80	.00	**
731	105-53000-501-000000	GENERAL SUPPLIES	Odp Bus Sol Llc # 101079	15.69	.00	
7674	CARD CENTER	N				
Totals for fund: 105				15.69	.00	**
732	100-53000-150-000000 10.80.151.04.5001	GENERAL SUPPLIES	Odp Bus Sol Llc # 101079	57.40	.00	
7674	CARD CENTER	N				
Totals for fund: 100				57.40	.00	**
733	590-54001-801-000000 90.70.801.06.5251	REGISTRATION FEES	Motor Vehicle Dept Of St	29.71	.00	
7674	CARD CENTER	N				
Totals for fund: 590				29.71	.00	**
734	591-54001-901-000000 92.70.901.06.5251	REGISTRATION FEES	Motor Vehicle Dept Of St	29.70	.00	
7674	CARD CENTER	N				
Totals for fund: 591				29.70	.00	**

Fiscal Year: 2026 Journal entry number: 666 Journal entry date: 02/27/2026 UMB Visa Feb 2026

Fiscal Year: 2026 Journal entry number: 666 Journal entry date: 02/27/2026 UMB Visa Feb 2026

JE Line	Account Number	Description	Item Description	Debit Amount	Credit Amount
	Check Number / Vendor Number / Vendor Name	Invoice Number / PO Number / PO Item Number / Po Split Seq Number / PO Item Compl	Encumbrance No / Liquid Amt / Employee Asset id Number		
735	105-53000-501-000000	GENERAL SUPPLIES	Odp Bus Sol Llc # 101079	13.82	.00
	7674 CARD CENTER	N			
736	105-60000-501-000000	MINOR EQUIPMENT	Amazon.Com*4q4pb8x53	8.38	.00
	7674 CARD CENTER	N			
Totals for fund: 105				22.20	.00 **
737	590-59015-801-000000	90.70.801.38.5813 PROTECTIVE CLOTHING	Boot Barn #210	283.44	.00
	7674 CARD CENTER	N			
Totals for fund: 590				283.44	.00 **
738	100-60000-170-000000	10.90.132.18.5601 MINOR EQUIPMENT	Amazon Mktpl	297.23	.00
	7674 CARD CENTER	N			
739	100-60004-170-000000	10.90.132.18.5605 MINOR COMPUTER EQUIPMENT	Amazon.Com*iq4m34263	15.99	.00
	7674 CARD CENTER	N			
Totals for fund: 100				313.22	.00 **
740	461-59014-451-000000	61.60.458.38.5812 CLOTHING EXPENSES	Amazon Reta* Wj50m35n3	72.30	.00
	7674 CARD CENTER	N			
Totals for fund: 461				72.30	.00 **
741	460-59014-403-000000	60.60.420.38.5812 CLOTHING EXPENSES	Boot Barn #210	166.49	.00
	7674 CARD CENTER	N			
Totals for fund: 460				166.49	.00 **
742	461-53000-451-000000	61.60.458.04.5001 GENERAL SUPPLIES	Amazon Mktpl	56.38	.00
	7674 CARD CENTER	N			

Fiscal Year: 2026 Journal entry number: 666 Journal entry date: 02/27/2026 UMB Visa Feb 2026

Fiscal Year: 2026 Journal entry number: 666 Journal entry date: 02/27/2026 UMB Visa Feb 2026

JE Line Number	Account	Description	Item Description	Debit Amount	Credit Amount	
Check Number	Vendor Number / Vendor Name	Invoice Number / PO Number / PO Item Number / Po Split Seq Number / PO Item Compl	Encumbrance Liquid Amt / Employee Asset id Number			
Totals for fund: 461				56.38	.00	**
743	460-59014-403-000000	60.60.420.38.5812 CLOTHING EXPENSES	Carhartt Retail Llc	50.99	.00	
7674	CARD CENTER	N				
Totals for fund: 460				50.99	.00	**
744	100-57020-202-000000	10.70.221.14.5572 FACILITIES MAINTENANCE	Lowes #01565	92.94	.00	
7674	CARD CENTER	N				
Totals for fund: 100				92.94	.00	**
745	591-59026-901-000000	92.70.901.38.5989 MISCELLANEOUS EXPENSES	Office Depot #2167	76.47	.00	
7674	CARD CENTER	N				
746	591-59015-901-000000	92.70.901.38.5813 PROTECTIVE CLOTHING	Red Wing Shoe Store #7	288.98	.00	
7674	CARD CENTER	N				
Totals for fund: 591				365.45	.00	**
747	460-59014-403-000000	60.60.420.38.5812 CLOTHING EXPENSES	Academy Sports #258	49.98	.00	
7674	CARD CENTER	N				
Totals for fund: 460				49.98	.00	**
748	590-59015-801-000000	90.70.801.38.5813 PROTECTIVE CLOTHING	Feldmans Farm And Home	209.95	.00	
7674	CARD CENTER	N				
Totals for fund: 590				209.95	.00	**
749	460-59014-403-000000	60.60.420.38.5812 CLOTHING EXPENSES	Amazon Mktpl	192.76	.00	
7674	CARD CENTER	N				

Fiscal Year: 2026 Journal entry number: 666 Journal entry date: 02/27/2026 UMB Visa Feb 2026

Fiscal Year: 2026 Journal entry number: 666 Journal entry date: 02/27/2026 UMB Visa Feb 2026

JE Line Number	Account	Description	Item Description	Debit Amount	Credit Amount	
Check Number	Vendor Number / Vendor Name	Invoice Number / PO Number / PO Item Number / Po Split Seq Number / PO Item Compl	Item No / Encumbrance Liquid Amt / Employee Asset id Number			
Totals for fund: 460				192.76	.00	**
750	590-53000-802-000000	90.70.802.04.5001 GENERAL SUPPLIES	Office Depot #2167	19.98	.00	
7674	CARD CENTER	N				
Totals for fund: 590				19.98	.00	**
751	461-59026-451-000000	61.60.458.38.5989 MISCELLANEOUS EXPENSES	Amazon Mktpl	289.43	.00	
7674	CARD CENTER	N				
Totals for fund: 461				289.43	.00	**
752	591-53000-902-000000	92.70.902.04.5001 GENERAL SUPPLIES	Office Depot #2167	208.18	.00	
7674	CARD CENTER	N				
Totals for fund: 591				208.18	.00	**
753	460-57018-403-000000	60.60.420.14.5559 MISC EQUIPMENT MAINT	Amazon Mktpl	91.96	.00	
7674	CARD CENTER	N				
Totals for fund: 460				91.96	.00	**
754	106-53000-303-000000	GENERAL SUPPLIES	Amazon Mktpl	135.99	.00	
7674	CARD CENTER	N				
Totals for fund: 106				135.99	.00	**
755	244-59005-119-AM250	SPECIAL EVENTS - AM250	In *alpha-Lit Kc Llc	624.00	.00	
7674	CARD CENTER	N				
Totals for fund: 244				624.00	.00	**

Fiscal Year: 2026 Journal entry number: 666 Journal entry date: 02/27/2026 UMB Visa Feb 2026

Fiscal Year: 2026 Journal entry number: 666 Journal entry date: 02/27/2026 UMB Visa Feb 2026

JE Line Number	Account	Description	Item Description	Debit Amount	Credit Amount
Check Number	Vendor Number / Vendor Name	Invoice Number / PO Number / PO Item Number / Po Split Seq Number / PO Item Compl	Item No / Encumbrance Liquid Amt / Employee Asset id Number		
756	591-54004-901-000000	TRAINING COSTS	Dept Of Natural Resource	510.25	.00
	7674 CARD CENTER	92.70.901.06.5259	N		
Totals for fund: 591				510.25	.00 **
757	352-57022-403-000000	GROUNDS/LANDSCAPING MAINT	Lowes #01565	72.50	.00
	7674 CARD CENTER	52.60.420.14.5583	N		
Totals for fund: 352				72.50	.00 **
758	460-59014-403-000000	CLOTHING EXPENSES	Duluth Trading Kansas	125.00	.00
	7674 CARD CENTER	60.60.420.38.5812	N		
Totals for fund: 460				125.00	.00 **
759	590-57018-801-000000	MISC EQUIPMENT MAINT	The Home Depot #3019	34.99	.00
	7674 CARD CENTER	90.70.801.14.5559	N		
Totals for fund: 590				34.99	.00 **
760	591-57018-901-000000	MISC EQUIPMENT MAINT	The Home Depot #3019	34.98	.00
	7674 CARD CENTER	92.70.901.14.5559	N		
Totals for fund: 591				34.98	.00 **
761	105-60000-501-000000	MINOR EQUIPMENT	Amazon Mktpl	58.29	.00
	7674 CARD CENTER		N		
Totals for fund: 105				58.29	.00 **
762	100-59014-203-000000	CLOTHING EXPENSES	Feldmans Farm And Home	19.99	.00
	7674 CARD CENTER	10.70.225.38.5812	N		

Fiscal Year: 2026 Journal entry number: 666 Journal entry date: 02/27/2026 UMB Visa Feb 2026

Fiscal Year: 2026 Journal entry number: 666 Journal entry date: 02/27/2026 UMB Visa Feb 2026

JE Line Number	Account	Description	Item Description	Debit Amount	Credit Amount	
Check Number	Vendor Number	Vendor Name	Invoice Number / PO Number / PO Item Number / Po Split Seq Number / PO Item Compl / Encumbrance Liquid Amt / Employee Asset id Number			
Totals for fund: 100				19.99	.00	**
763	590-60015-801-000000	90.70.801.04.5018 MINOR TOOLS	Lowes #01565	169.92	.00	
	7674	CARD CENTER	N			
Totals for fund: 590				169.92	.00	**
764	460-53008-403-000000	60.60.420.04.5009 MAINTENANCE MATERIALS	Kansas City Steel Supply	180.00	.00	
	7674	CARD CENTER	N			
Totals for fund: 460				180.00	.00	**
765	591-57009-902-000000	92.70.902.14.5541 VEHICLE MAINTENANCE	Charlies Car Wash Llc	48.00	.00	
	7674	CARD CENTER	N			
Totals for fund: 591				48.00	.00	**
766	590-57009-802-000000	90.70.802.14.5541 VEHICLE MAINTENANCE	Charlies Car Wash Llc	32.00	.00	
	7674	CARD CENTER	N			
767	590-54001-802-000000	90.70.802.06.5251 REGISTRATION FEES	Mwea* Regipgnt765	361.75	.00	
	7674	CARD CENTER	N			
Totals for fund: 590				393.75	.00	**
768	460-59014-403-000000	60.60.420.38.5812 CLOTHING EXPENSES	Wal-Mart #0234	103.69	.00	
	7674	CARD CENTER	N			
Totals for fund: 460				103.69	.00	**
769	591-53000-902-000000	92.70.902.04.5001 GENERAL SUPPLIES	Amazon Mktpl	35.02	.00	
	7674	CARD CENTER	N			

Fiscal Year: 2026 Journal entry number: 666 Journal entry date: 02/27/2026 UMB Visa Feb 2026

Fiscal Year: 2026 Journal entry number: 666 Journal entry date: 02/27/2026 UMB Visa Feb 2026

JE Line Number	Account	Description	Item Description	Debit Amount	Credit Amount	
Check Number	Vendor Number / Vendor Name	Invoice Number / PO Number / PO Item Number / Po Split Seq Number / PO Item Compl	Encumbrance Liquid Amt / Employee Asset id Number			
Totals for fund: 591				35.02	.00	**
770	460-59014-403-000000	60.60.420.38.5812 CLOTHING EXPENSES	Amazon Reta* Ib4ky7893	.00	39.95	
	7674 CARD CENTER	N				
Totals for fund: 460				.00	39.95	**
771	590-53010-802-000000	90.70.802.04.5014 LAB SUPPLIES	Usabluebook	910.16	.00	
	7674 CARD CENTER	N				
Totals for fund: 590				910.16	.00	**
772	105-60000-501-000000	MINOR EQUIPMENT	Amazon Mktpl	102.26	.00	
	7674 CARD CENTER	N				
Totals for fund: 105				102.26	.00	**
773	460-59014-403-000000	60.60.420.38.5812 CLOTHING EXPENSES	Ls Rogers Sporting Go	79.99	.00	
	7674 CARD CENTER	N				
Totals for fund: 460				79.99	.00	**
774	591-60015-902-000000	92.70.902.04.5018 MINOR TOOLS	Amazon Mktpl	204.57	.00	
	7674 CARD CENTER	N				
Totals for fund: 591				204.57	.00	**
775	465-55044-420-000000	65.60.491.08.5399 MISCELLANEOUS FEES	Dropbox Sign Monthly	20.00	.00	
	7674 CARD CENTER	N				
Totals for fund: 465				20.00	.00	**

Fiscal Year: 2026 Journal entry number: 666 Journal entry date: 02/27/2026 UMB Visa Feb 2026

Fiscal Year: 2026 Journal entry number: 666 Journal entry date: 02/27/2026 UMB Visa Feb 2026

JE Line Number	Account	Description	Item Description	Debit Amount	Credit Amount
Check Number	Vendor Number / Vendor Name	Invoice Number / PO Number / PO Item Number / Po Split Seq Number / PO Item Compl	Encumbrance No / Liquid Amt / Employee Asset id Number		
776	105-57009-501-000000	VEHICLE MAINTENANCE	Charlies Car Wash Llc	330.00	.00
	7674 CARD CENTER		N		
Totals for fund: 105				330.00	.00 **
777	100-59014-203-000000	CLOTHING EXPENSES	Feldmans Farm And Home	120.25	.00
	7674 CARD CENTER	10.70.225.38.5812	N		
Totals for fund: 100				120.25	.00 **
778	590-53010-802-000000	LAB SUPPLIES	Usabluebook	74.38	.00
	7674 CARD CENTER	90.70.802.04.5014	N		
Totals for fund: 590				74.38	.00 **
779	100-57019-203-000000	BUILDING MAINTENANCE	Sutherlands 1214	100.55	.00
	7674 CARD CENTER	10.70.225.14.5571	N		
Totals for fund: 100				100.55	.00 **
780	591-59014-902-000000	CLOTHING EXPENSES	Amazon Mktpl	230.86	.00
	7674 CARD CENTER	92.70.902.38.5812	N		
Totals for fund: 591				230.86	.00 **
781	590-53000-802-000000	GENERAL SUPPLIES	Wm Supercenter #234	25.96	.00
	7674 CARD CENTER	90.70.802.04.5001	N		
Totals for fund: 590				25.96	.00 **
782	100-59014-203-000000	CLOTHING EXPENSES	Feldmans Farm And Home	90.01	.00
	7674 CARD CENTER	10.70.225.38.5812	N		

Fiscal Year: 2026 Journal entry number: 666 Journal entry date: 02/27/2026 UMB Visa Feb 2026

Fiscal Year: 2026 Journal entry number: 666 Journal entry date: 02/27/2026 UMB Visa Feb 2026

JE Line	Account Number	Description	Item Description	Debit Amount	Credit Amount	
Check Number	Vendor Number	Vendor Name	Invoice Number / PO Number / PO Item Number / Po Split Seq Number / PO Item Compl / Encumbrance Liquid Amt / Employee Asset id Number			
Totals for fund: 100				90.01	.00	**
783	590-57009-801-000000	VEHICLE MAINTENANCE	Amazon Mktpl	59.99	.00	
7674	CARD CENTER		N			
Totals for fund: 590				59.99	.00	**
784	460-57009-403-000000	VEHICLE MAINTENANCE	Oreilly 142	1,108.24	.00	
7674	CARD CENTER		N			
Totals for fund: 460				1,108.24	.00	**
785	461-57018-451-000000	MISC EQUIPMENT MAINT	Oreilly 142	1,133.72	.00	
7674	CARD CENTER		N			
786	461-57009-451-000000	VEHICLE MAINTENANCE	Oreilly 142	75.40	.00	
7674	CARD CENTER		N			
Totals for fund: 461				1,209.12	.00	**
787	460-57018-403-000000	MISC EQUIPMENT MAINT	Oreilly 142	2,196.60	.00	
7674	CARD CENTER		N			
Totals for fund: 460				2,196.60	.00	**
788	590-57009-801-000000	VEHICLE MAINTENANCE	Autozone #4440	11.99	.00	
7674	CARD CENTER		N			
Totals for fund: 590				11.99	.00	**
789	465-54004-420-000000	TRAINING COSTS	American Red Cross	10.00	.00	
7674	CARD CENTER		N			

Fiscal Year: 2026 Journal entry number: 666 Journal entry date: 02/27/2026 UMB Visa Feb 2026

Fiscal Year: 2026 Journal entry number: 666 Journal entry date: 02/27/2026 UMB Visa Feb 2026

JE Line	Account Number	Description	Item Description	Debit Amount	Credit Amount	
Check Number	Vendor Number	Vendor Name	Invoice Number / PO Number / PO Item Number / Po Split Seq Number / PO Item Compl / Encumbrance Liquid Amt / Employee Asset id Number			
Totals for fund: 465				10.00	.00	**
790	591-59015-902-000000	PROTECTIVE CLOTHING	Feldmans Farm And Home 2	38.11	.00	
7674	CARD CENTER	92.70.902.38.5813	N			
Totals for fund: 591				38.11	.00	**
791	105-60000-501-000000	MINOR EQUIPMENT	Amazon.Com*5m23z04y3	13.68	.00	
7674	CARD CENTER		N			
792	105-59014-501-000000	CLOTHING EXPENSES	Tacticalgear.Com	554.11	.00	
7674	CARD CENTER		N			
Totals for fund: 105				567.79	.00	**
793	999-39100-000-000000	EQ IN POOLED CASH - FUND 100	100	23,853.92	.00	
Totals for fund: 999				23,853.92	.00	**
794	100-10001-000-000000	CASH AND INVESTMENTS	10.1200	.00	23,853.92	
Totals for fund: 100				.00	23,853.92	**
795	999-39351-000-000000	EQ IN POOLED CASH - FUND 351	100	119.88	.00	
Totals for fund: 999				119.88	.00	**
796	351-10001-000-000000	CASH AND INVESTMENTS	50.1200	.00	119.88	
Totals for fund: 351				.00	119.88	**

Fiscal Year: 2026 Journal entry number: 666 Journal entry date: 02/27/2026 UMB Visa Feb 2026

Fiscal Year: 2026 Journal entry number: 666 Journal entry date: 02/27/2026 UMB Visa Feb 2026

JE Line Number	Account	Description	Item Description	Debit Amount	Credit Amount	
Check Number	Vendor Number	Vendor Name	Invoice Number / PO Number / PO Item Number / Po Split Seq Number / PO Item Compl / Encumbrance Liquid Amt / Employee Asset id Number			
797	999-39352-000-000000	EQ IN POOLED CASH - FUND 352	100	254.76	.00	
Totals for fund: 999				254.76	.00	**
798	352-10001-000-000000	CASH AND INVESTMENTS	52.1200	.00	254.76	
Totals for fund: 352				.00	254.76	**
799	999-39354-000-000000	EQ IN POOLED CASH - FUND 354	100	22.40	.00	
Totals for fund: 999				22.40	.00	**
800	354-10001-000-000000	CASH AND INVESTMENTS	56.1200	.00	22.40	
Totals for fund: 354				.00	22.40	**
801	999-39243-000-000000	EQ IN POOLED CASH - FUND 243	100	903.45	.00	
Totals for fund: 999				903.45	.00	**
802	243-10001-000-000000	CASH AND INVESTMENTS	59.1200	.00	903.45	
Totals for fund: 243				.00	903.45	**
803	999-39460-000-000000	EQ IN POOLED CASH - FUND 460	100	13,272.27	.00	
Totals for fund: 999				13,272.27	.00	**
804	460-10001-000-000000	CASH AND INVESTMENTS	60.1200	.00	13,272.27	

Fiscal Year: 2026 Journal entry number: 666 Journal entry date: 02/27/2026 UMB Visa Feb 2026

Fiscal Year: 2026 Journal entry number: 666 Journal entry date: 02/27/2026 UMB Visa Feb 2026

JE Line Number	Account	Description	Item Description	Debit Amount	Credit Amount	
Check Number	Vendor Number / Vendor Name	Invoice Number / PO Number / PO Item Number / Po Split Seq Number / PO Item Compl	No / Encumbrance Liquid Amt / Employee Asset id Number			
Totals for fund: 460				.00	13,272.27	**
805	999-39461-000-000000	100	EQ IN POOLED CASH - FUND 461	10,152.64	.00	
Totals for fund: 999				10,152.64	.00	**
806	461-10001-000-000000	61.1200	CASH AND INVESTMENTS	.00	10,152.64	
Totals for fund: 461				.00	10,152.64	**
807	999-39465-000-000000	100	EQ IN POOLED CASH - FUND 465	6,161.79	.00	
Totals for fund: 999				6,161.79	.00	**
808	465-10001-000-000000	65.1200	CASH AND INVESTMENTS	.00	6,161.79	
Totals for fund: 465				.00	6,161.79	**
809	999-39244-000-000000	100	EQ IN POOLED CASH - FUND 244	2,472.16	.00	
Totals for fund: 999				2,472.16	.00	**
810	244-10001-000-000000	67.1200	CASH AND INVESTMENTS	.00	2,472.16	
Totals for fund: 244				.00	2,472.16	**
811	999-39247-000-000000	100	EQ IN POOLED CASH - FUND 247	48.95	.00	
Totals for fund: 999				48.95	.00	**

Fiscal Year: 2026 Journal entry number: 666 Journal entry date: 02/27/2026 UMB Visa Feb 2026

Fiscal Year: 2026 Journal entry number: 666 Journal entry date: 02/27/2026 UMB Visa Feb 2026

JE Line Number	Account	Description	Item Description	Debit Amount	Credit Amount	
Check Number	Vendor Number / Vendor Name / Invoice Number / PO Number / PO Item Number / Po Split Seq Number / PO Item Compl / Encumbrance Liquid Amt / Employee Asset id Number					
812	247-10001-000-000000	CASH AND INVESTMENTS	73.1200	.00	48.95	
Totals for fund: 247				.00	48.95	**
813	999-39590-000-000000	EQ IN POOLED CASH - FUND 590	100	34,671.90	.00	
Totals for fund: 999				34,671.90	.00	**
814	590-10001-000-000000	CASH AND INVESTMENTS	90.1251	.00	34,671.90	
Totals for fund: 590				.00	34,671.90	**
815	999-39591-000-000000	EQ IN POOLED CASH - FUND 591	100	24,839.74	.00	
Totals for fund: 999				24,839.74	.00	**
816	591-10001-000-000000	CASH AND INVESTMENTS	92.1251	.00	24,839.74	
Totals for fund: 591				.00	24,839.74	**
817	999-39592-000-000000	EQ IN POOLED CASH - FUND 592	100	12.97	.00	
Totals for fund: 999				12.97	.00	**
818	592-10001-000-000000	CASH AND INVESTMENTS	94.1251	.00	12.97	
Totals for fund: 592				.00	12.97	**
819	999-39105-000-000000	EQ IN POOLED CASH - FUND 105		20,362.85	.00	

Fiscal Year: 2026 Journal entry number: 666 Journal entry date: 02/27/2026 UMB Visa Feb 2026

Fiscal Year: 2026 Journal entry number: 666 Journal entry date: 02/27/2026 UMB Visa Feb 2026

JE Line	Account Number	Description	Item Description	Debit Amount	Credit Amount	
Totals for fund: 999				20,362.85	.00	**
820	105-10001-000-000000	CASH AND INVESTMENTS		.00	20,362.85	
Totals for fund: 105				.00	20,362.85	**
821	999-39106-000-000000	EQ IN POOLED CASH - FUND 106		17,788.43	.00	
Totals for fund: 999				17,788.43	.00	**
822	106-10001-000-000000	CASH AND INVESTMENTS		.00	17,788.43	
Totals for fund: 106				.00	17,788.43	**
823	999-10001-000-000000	CASH AND INVESTMENTS		.00	154,938.11	
Totals for fund: 999				.00	154,938.11	**
Totals for journal entry number: 666				312,253.17	312,253.17	***

Check Number	Vendor Number	Vendor Name	Invoice Number	PO Number	PO Item Number	Po Split Seq Number	PO Item Compl	Encumbrance Liquid Amt	Employee Number	Asset id

Fiscal Year: 2026 Journal entry number: 666 Journal entry date: 02/27/2026 UMB Visa Feb 2026

The City of Liberty missouri

CITY COUNCIL ACTION REPORT

Meeting Date: March 23, 2026

A/R No.: 2026-85

Department: Parks & Recreation

Submitted By: Jimmy Gibbs, Assistant Parks and Recreation Director

Subject: Ordinance approving a contract with AAIM Services, LLC for the replacement of the Liberty Community Center Theater HVAC Units RTU #11 (Theater Stage) and RTU #12 (Theater House) in an amount not to exceed $509,500.00

Summary:

- The Liberty Community Center theater climate control is managed by two separate Mammoth air handling units. RTU #11 is dedicated to the theater stage area, while RTU #12 services the theater house/audience seating.
- Both units are original to the facility which opened in February 1992.
- The City of Liberty's contracted HVAC vendor for preventative maintenance and on-call repair services, Myrick Mechanical, has reported increasing difficulty in sourcing repair parts due to the age of the theater's units. Consequently, technicians have had to rely on retrofit components, which do not come with a guarantee of long-term resolution or system compatibility.
- Replacement Engineered Air brand of air handling units were budgeted in the 2026 Parks and Recreation Capital budget.
- The Liberty Community Center's current Natatorium HVAC unit was manufactured by Engineered Air and was installed in 2023. The unit has demonstrated reliability since its installation.
- A Request for Proposal was issued for the replacement of the existing Mammoth units with two Engineered Air handling units. To ensure competitive bidding, the RFP was distributed to 14 regional vendors and advertised via a legal notice in the Courier-Tribune.
- A mandatory pre-bid conference was attended by five vendors. Proposals were received from each attendee, with AAIM Services submitting the lowest bid.
- As part of the evaluation process, staff verified the references for AAIM Services. All responding parties reported high satisfaction.
- Staff recommends an ordinance approving a contract with AAIM Services for the replacement of the Liberty Community Center theater HVAC units RTU #11 (Theater Stage) & RTU #12 (Theater House) for an amount not to exceed $509,500.00.

Background:

The Liberty Community Center theater's climate control system currently relies on two original Mammoth air handling units installed in 1992. RTU #11 serves the theater stage, while RTU #12 services the audience seating area. Due to their 34-year age, the City's maintenance vendor, Myrick Mechanical, has reported significant challenges in sourcing OEM parts, requiring unreliable retrofit repairs that threaten the long-term

operational stability of the theater.

To address these deficiencies, the 2026 Parks and Recreation Capital Budget includes the replacement of these units with Engineered Air models. This brand was selected based on the proven reliability of the center's Natatorium unit, which was installed in 2023.

A Request for Proposal (RFP) was issued and advertised via the Courier-Tribune, with direct outreach to 14 regional vendors. Five vendors attended the mandatory pre-bid conference and submitted the following proposals:

VENDOR	SUBMITTAL
AAIM Services	**$509,500.00**
EMCOR Services	$571,148.00
Design Mechanical Inc. KC	$591,995.00
Myrick Mechanical	$622,902.40
Lippert Mechanical Services	$642,342.00

The units carry a lead time of 26–28 weeks. Installation is expected to take two weeks following delivery. To minimize public impact, staff will coordinate with the vendor to schedule rooftop crane work during theater "dark" days. A brief closure of one to two days will be required for safety during the unit swap; otherwise, the theater will remain operational throughout the project.

Staff recommends the City Council approve an ordinance to contract with AAIM Services for the purchase and installation of two Engineered Air units for an amount not to exceed $509,500.00. The contract includes a two-year warranty on both the HVAC units and the UV Centurion components.

Previous Action (if applicable):

Policy/Committee Review:

x	Citizen Sales Tax Oversight Committee	Completed/Recommended: 3-12-26
	Public Safety Sales Tax Oversight Committee	Completed/Recommended:
	Budget Committee	Completed/Recommended:
x	Other: Park Board	Completed/Recommended: 3-5-26

Financial Considerations:

x	**Budgeted:**	Line Item: 353-57019-430-000000 Line Item:	Amount: $509,500.00 Amount:
		Revenue Line (if applicable):	Amount:
	Non-Budgeted	Line Item: Line Item:	Amount:
		Funding Source:	Amount:

Attachments:

1. Ordinance - AAIM Services LCC Theater HVAC Replacement Project
2. Signed Contract - AAIM Services -LCC Theater HVAC Replacement Project - RTU #11(Theater Stage) & RTU #12 (Theater House)
3. PK 24-16 Bid Tabulation

Document No. _____

ORDINANCE NO. _____

ORDINANCE APPROVING A CONTRACT WITH AAIM SERVICES, LLC FOR THE REPLACEMENT OF THE LIBERTY COMMUNITY CENTER THEATER HVAC UNITS RTU #11 (THEATER STAGE) AND RTU #12 (THEATER HOUSE) IN AN AMOUNT NOT TO EXCEED $509,500.00

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 AAIM Services, LLC 13729 222nd Road, Cummings, KS 66016, in an amount not exceed FIVE HUNDRED NINE THOUSAND, FIVE HUNDRED DOLLARS AND 00/100 ($509,500.00) for the purchase and installation of two engineered air brand air handling units for the Liberty Community Center theater replacing RTU #11 (Theater Stage) & RTU #12 (Theater House), 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 Mayor 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 Theater HVAC Replacement Project

GUARANTEED PRICING AGREEMENT WITH AAIM SERVICES FOR THE PURCHASE AND INSTALLATION OF TWO ENGINEERED AIR HANDLING UNITS FOR THE LIBERTY COMMUNITY CENTER THEATER REPLACING RTU #11 (THEATER STAGE) & RTU #12 (THEATER HOUSE)

Agreement made this **23rd day of March, 2026**, between **AAIM Services**, an entity organized and existing under the laws of the **State of Kansas**, with its principal office located at **13729 222nd Road, Cummings, KS 66016**, 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 **March 23, 2026** and is effective as of **March 23, 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 PK26-14** 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 purchase and installation of two Engineered Air brand air handling units for the Liberty Community Center theater replacing RTU #11 (Theater Stage) & RTU #12 (Theater House). Project consists of removal and replacement of existing Stage and Auditorium HVAC units at the Liberty Community Center according to the Engineered Air AHU and UV Centurion specifications. Project should be completed as soon as possible and no later than December 31, 2026. Estimated lead time on Engineered Air AHU is 26-28 weeks. The Contractor and Liberty Community Center staff will work together to schedule installation during a time of minimal impact to Liberty Community Center Theater performances.

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 $509,500.00.

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]

Alan Kane
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
PREVAILING WAGE

Contractor 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 contractor 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 Contractor 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 Contractor shall notify the City of the nature and impact of such conflict. The City agrees to cooperate with the Contractor in an effort to resolve any such conflict.

ARTICLE XVI
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)
- Prevailing Wage Order (Appendix E)
- Exhibits to this Agreement (enumerated as follows):
    - Contractor's Proposal (Exhibit A) (See Attached)

ARTICLE XVII
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:
_____	_____
Signature	Signature
By: _____	By: Alan Kane
Title: _____	Title: Manager
	(If Contractor is a corporation, a partnership, or a joint venture, attach evidence of authority to sign.)
Attest: _____	Attest: _____
Title: _____	Title: _____
Address for giving notices:	Address for giving notices:
City of Liberty, MO - Parks & Rec Department	AAEM Services LLC
1600 S. Withers Rd.	13927 222nd Rd
Liberty, MO 64068	Cummings, KS 66016
	Liberty Business License No.: _____

Appendix A
Scope of Work and Special Provisions
Liberty Community Center Theater HVAC Replacement Project
RTU #11 (Theater Stage) & RTU #12 (Theater House)

Purchase and installation of two Engineered Air brand air handling units for the Liberty Community Center theater replacing RTU #11 (Theater Stage) & RTU #12 (Theater House). Project consists of removal and replacement of existing Stage and Auditorium HVAC units at the Liberty Community Center according to the Engineered Air AHU and UV Centurion specifications.

Two new Engineered Air air handling units

- Z flashing over existing curbs
- Ductwork adapters with insulation
- New PVC drains
- New gas piping from unions to units
- Controls with Charles D Jones
- Crane and Rigging with 275-ton Crane T
- Test adjust balance
- Start-up assistance and documentation with Engineered Air Technician
- Prevailing wage
- Performance bond cost

Engineered Air Air Handling Units Specifications
(SEE ATTACHED)

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 March, 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.

Typed Name & Title of Authorized Representative Alan Kane

Signature of Authorized Representative Date 3-13-2026

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 Alan Kane, who, being duly sworn, states on his oath or affirmation as follows:

1. My name is Alan Kane and I am currently the Manager (Title) of AATM Services LLC hereinafter "Contractor", whose business address is 13729 222nd Rd Cummings KS 66016, 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 PK26-14, Liberty Community Center Theater HVAC Replacement Project RTU #11 (Theater Stage) & RTU #12 (Theater House).**

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)

Alan Kane
[printed name], Affiant

Subscribed and sworn to before me this 13th day of March, 2026

Notary Public State of Kansas

My Commission Expires: January 13, 2027
Commissioned in Jefferson County
Commission #: 1204806

Tonya Eileen Reed
Notary Public State of Kansas
My Appt Expires January 13, 2027

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 E
Prevailing Wage Order

(SEE ATTACHED)

1. GENERAL

1.1. Air Handling Units shall be built to the level of quality as herein specified and to the description of the Air Handling Unit Schedule.

1.2. Substitution of any product other than that specified must ensure no deviation below the stated capacities, air flow rate, heat transfer rate, filtration efficiency and air mixing quality. Power requirements must not be exceeded, and where specifically defined, sound power levels must not be exceeded. Applications for "equal" or "alternate" must address these factors.

1.3. Unless stated otherwise, air-handling units are to be shipped to the job in one piece, factory assembled. Modular units assembled to achieve a close approximation to the intent of this specification will not be considered equal. All equipment shall where specified and applicable, be pre-wired and factory certified by an approved testing agency such as ETL, UL, or CSA for the destination.

1.4. All electrical circuits shall undergo a dielectric strength test and shall be factory tested and checked as to proper function.

1.5. The air handling units and major components shall be products of manufacturers regularly engaged in the production of such equipment and with a minimum of fifty (60) continuous years of proven production experience.

1.6. Air Handling Units shall be as manufactured by Engineered Air and be base bid.

2. UNIT CONSTRUCTION

2.1. Unit casing shall be of minimum 18 ga satin coat galvanized sheet metal. Surfaces on indoor and outdoor units shall be cleaned with a degreasing solvent to remove oil and metal oxides. Outdoor units shall be primed with a two-part acid based etching primer. All unprotected metal and welds shall be factory coated.

2.2. All exposed surfaces shall have a finish coat of alkyd enamel to all exposed surfaces with an ASTM B117-11 salt spray rating of 500 hrs.

2.3. All walls, roofs, and floors shall be of formed construction with at least two breaks at each joint. Joints shall be secured by sheet metal screws or pop rivets. Wall and floor joints shall be broken in and on all outdoor units roof joints broken out (exposed) for rigidity. All joints shall be caulked with a water resistant sealant.

2.4. The following components shall be provided with a 22 ga solid satin coat galvanized metal liner over insulated areas:

- Fan Section(s) X
- Coil Section(s) X
- Filter Section(s) X
- Access Section(s) X

2.5. Units shall be provided with access doors to the following components: fans, motors, filters, dampers and operators, access plenums, electrical control panels and burner/compressor compartments. Access doors shall be as large as practical for easy access.

2.6. Units shall be provided with hinged access doors with e-profile gasket, fully lined, and a minimum of two lever handles.

2.6.1. Hinged access doors open outwards on all sections for outdoors units. Doors located on sections with positive pressure shall have a clear warning label and a safety device must be affixed.

2.6.2. Hinged access doors to areas of negative pressure shall open out, and to areas of positive pressure shall open out. Positive pressure doors require a clear warning label, and a safety device must be affixed.

2.7. All units shall be internally insulated with 2" thick, 1 1/2 lb./ ft.^{3} density coated insulation.

2.8. Cooling coil drain pans shall be fabricated of 304 stainless steel and are an integral part of the floor paneling, a minimum of 2" deep with welded corners. Drain pans shall extend a minimum of 6" downstream of coil face and be provided with a 1 ½" S.S. M.P.T. drain connection. All cooling coil drain pans shall have a fast pan and be sloped and pitched such that there is no standing water. Intermediate drain pans shall be provided where required for effective moisture removal.

2.9. Outdoor units shall be weatherproofed and equipped for installation outdoors. Units shall be fabricated to prevent the infiltration of rain and snow: louvers or hoods shall be provided on air intakes and exhaust openings. Rain gutters or diverters shall be installed over all access doors. All joints shall be caulked with a water resistant sealant. The roof joints shall be turned up 2" with three break interlocking design and the outer wall panels shall extend a minimum of ¼" below the floor panel.

3. FANS

3.1. Centrifugal fans shall be rated in accordance with AMCA Standard Test Code - Bulletin 210. Fan manufacturer shall be a member of AMCA. All fans and fan assemblies shall be dynamically balanced during factory test run. Fan shafts shall be selected for stable operation at least 20% below the first critical RPM. Fan shafts shall be provided with a rust inhibiting coating.

3.2. Backward inclined fans with airfoil or flat blade design shall be equipped with greaseable self-aligning ball or roller type pillow block bearings.

3.3. Fan motor sheaves shall be adjustable with motors 7 1/2 HP and smaller. On fans with larger motors, fixed drives shall be provided. All drives shall be provided with a rust inhibiting coating. The air balancer shall provide for drive changes (if required) during the air balance procedure.

3.4. Fan and motor sheaves shall be factory installed, fan balanced, and tested prior to shipment.

3.5. Variable Frequency Drives

3.5.1. A pulse width modulated (PWM) inverter designed for use with both asynchronous and permanent magnet motors shall be provided.

3.5.2. IEEE 519-2014 is an electrical system standard for harmonic mitigation and not intended to be applied to an individual piece of equipment. Drives are only one of many sources of harmonics; thus, verification of system IEEE 519-2014 compliance is beyond the manufacturer's scope. The EOR (Engineer of Record) is responsible for conducting an electrical system study and verifying the drive schedule has specified proper harmonic mitigation for the drives.

3.5.3. Drives shall be UL labeled as a complete assembly.

3.5.4. The base drive shall be SEMI-F47 certified. The drive must tolerate voltage sags to 50% for up to 0.2 seconds, sags to 70% for up to 0.5 seconds, and sags to 80% for up to one second.

3.5.5. The drive shall provide full rated output from a line of +10% to -15% of nominal voltage. The drive shall continue to operate without faulting from a line of +25% to -35% of nominal voltage.

3.5.6. Multiple home view screens shall be capable of displaying up to 21

points of information.

3.5.7. The control panel shall display the following items on a single screen: output frequency, output current, reference signal, drive name, time, and operating mode (Hand vs Auto, Run vs Stop). Bi-color (red/green) status LED shall be included. Drive (equipment) name shall be customizable.

3.5.8. There shall be a built-in time clock. The clock shall have a battery backup with 10 years minimum life span. Daylight savings time shall be selectable.

3.5.9. The drive shall automatically backup parameters to its control panel. In addition to the automatic backup, the drive shall allow two additional unique backup parameter sets to be stored. Backup files shall include a time and date stamp. In the event of a drive failure, the control panel of the original drive can be installed on the replacement drive, and parameters from that control panel can be downloaded into the replacement drive.

3.5.10. The control panel shall be removable capable of remote mounting.

3.5.11. The control panel shall have the ability to store screen shots which are downloadable via USB.

3.5.12. All drives shall have the following hardware features/characteristics as standard:

3.5.12.1. Two (2) programmable analog inputs shall accept current or voltage signals. Current or voltage selection configured via the VFD control panel. Drives that require access to internal components to perform these functions are not acceptable.

3.5.12.2. Two (2) programmable analog outputs. At least one of the analog outputs shall be adjustable for current or voltage signal configured via the VFD control panel. Drives that require access to internal components to perform these functions are not acceptable.

3.5.12.3. Six (6) programmable digital inputs. All digital inputs shall be programmable to support both active high and active low logic and shall include adjustable on/off time delays. The digital input shall be capable of accepting both 24 VDC and 24 VAC.

3.5.12.4. Three (3) programmable form-C relay outputs. The relay outputs shall include programmable on/off time delays. The relays shall be rated for a continuous current rating of 2 amps and maximum switching voltage of 250 VAC / 30 VDC. Open collector and Form-A relays are not acceptable. Drives that have less than (3) Form-C relay outputs shall provide an option card to provide additional relay outputs.

3.5.12.5. Drive terminal blocks shall be color coded for easy identification of function.

3.5.12.6. The drive shall include an isolated USB port for interface between the drive and a laptop. A non-isolated USB port is not acceptable.

3.5.12.7. An auxiliary power supply rated at 24 VDC, 250 mA shall be included.

3.5.12.8. At a minimum, the drives shall have internal impedance equivalent to 5% to reduce the harmonics to the power line. 5% impedance may be from dual (positive and negative DC link) chokes or AC line reactor. Drives with only one DC link choke shall add an AC line choke integral to the drive enclosure.

3.5.12.9. The drive shall have cooling fans that are designed for field replacement. The primary cooling fan shall operate only when required and be variable speed for increased longevity and lower noise levels. Drives whose primary cooling fans are not variable speed shall include a spare cooling fan.

3.5.12.10. The overload rating of the drive shall be 110% of its normal duty current rating for 1 minute every 10 minutes, 130% overload for 2 seconds every minute. The minimum current rating shall meet or exceed the values in the NEC/UL table 430.250 for 4-pole motors.

3.5.12.11. The input current rating of the drive shall not be greater than the output current rating.

3.5.12.12. Circuit boards shall be coated per IEC 60721-3-3, chemical gasses class 3C2 and solid particles class 3S2.

3.5.12.13. Earth (ground) fault detection shall function in both modulating (running) and non-modulating modes.

3.5.12.14. Coordinated AC transient surge protection system consisting of 4 MOVs (phase-to-phase and phase-to-ground), a capacitor clamp, and internal chokes. The MOVs shall comply with UL 1449 4th edition. Drives that do not include coordinated AC transient surge protection shall include an external TVSS/SPD (Transient Voltage Surge Suppressor/Surge Protection Device).

3.5.12.15. The drive shall include a robust DC bus to provide short term power-loss ride through. The DC bus Joule to drive kVA ratio shall be 4.5 J/kVA or higher. An inertia-based ride through function should help maintain the DC bus voltage during power loss events. Drives with control power ride through only are not acceptable.

3.5.13. All drives shall have the following software features as standard:

3.5.13.1. A Fault Logger that stores the last 16 faults in non-volatile

memory. The most recent 5 faults save at least 9 data points including but not limited to: Time/date, frequency, DC bus voltage, motor current, DI status, temperature, and status words. The date and time of each fault and fault reset attempt shall be stored in the Fault Logger.

3.5.13.2. An Event Logger that stores the last 16 warnings or events that occurred in non-volatile memory. Events shall include, but not limited to: warning messages, checksum mismatch, run permissive open, start interlock open, and automatic reset of a fault. The date and time of each event's start and completion points shall be stored in the Event Logger.

3.5.13.3. Programmable start method. Start method shall be selectable based on the application: flying-start, normal-start, and brake-on-start.

3.5.13.4. Programmable loss-of-load (broken belt / coupling) indication. Indication shall be selectable as a control panel warning, relay output, or over network communications. This function to include a programmable time delay to eliminate false loss-of-load indications.

3.5.13.5. Motor heating function to prevent condensation build up in the motor. Motor heating adjustment, via parameter, shall be in "Watts." Heating functions based only on "percent current" are not acceptable.

3.5.13.6. Advanced power metering abilities shall be included in the drive. Drives without these data points must include a separate power meter with each drive.

3.5.13.6.1. Instantaneous output power (kW)

3.5.13.6.2. Total power broken down by kWh, MWh, and GWh units of measurement. Power meters that only display kWh and roll over or "max out" once the maximum kWh value is reached are not acceptable. There shall be resettable and non-resettable total power meters within the drive.

3.5.13.6.3. Time based kWh metering for: current hour, previous hour, current day, and previous day.

3.5.13.6.4. Energy saving calculation shall be included that shows the energy and dollars saved by the drive.

3.5.13.7. The drive shall include a motor flux optimization circuit that will automatically reduce applied motor voltage to the motor to optimize energy consumption and reduce audible motor noise.

3.5.13.8. External fault circuit – three separate external fault inputs shall

be provided. This circuit shall have the same features and functionality as the start interlock circuit except it shall require a manual reset before the drive is allowed to operate the motor.

3.5.13.9. The drive shall include a switching frequency control circuit that reduces the switching frequency based on actual drive temperature and allows higher switching frequency settings without derating the drive. It shall be possible to set a minimum and a target switching frequency.

3.5.13.10. The ability to automatically restart after an over-current, over-voltage, under-voltage, external fault, or loss of input signal protective trip. The number of restart attempts, trial time, and time between attempts shall be programmable. Each of these faults may have automatic restart individually disabled via a parameter selection.

3.5.13.11. Three (3) programmable critical frequency lockout ranges to prevent the drive from operating the load continuously at an unstable speed/load.

3.5.13.12. Seven (7) programmable preset frequencies/speeds.

3.5.13.13. Two independently adjustable accel and decel ramps with 1 – 1800 seconds adjustable time ramps.

3.5.13.14. At least 4 parameter user sets that can be saved to the permanent memory and recalled using a digital input, timed function, or supervision function.

3.5.13.15. Drive shall be compatible with an accessory that allows the control board to be powered from an external 24 VDC/VAC source allowing the drive control to remain powered by a UPS during an extended power outage.

3.5.13.16. The drive shall include a fireman's override mode. Upon receipt of a contact closure from the Fire Alarm Life Safety system, the drive shall operate in a dedicated override mode distinct and separate from the drive's normal operation mode. The following features will be available in the drive override function:

3.5.13.16.1. The override mode shall be secured by password to prevent changes once programmed.

3.5.13.16.2. The drive shall ignore external inputs and commands not defined as part of the override function.

3.5.13.16.3. Override operation mode shall be selectable between: single frequency, multiple fixed frequencies, follow an analog input signal, PID control, or come to a forced stop.

3.5.13.16.4. High priority safeties shall stop the drive and lower priority

safeties shall be ignored in override mode.

3.5.13.16.5. Drive faults shall be defined in critical and low priority groups. Critical faults shall stop the drive. Low priority faults shall be reset. Reset trials and timing shall be programmable.

3.5.13.16.6. The drive shall be configurable to receive from 1 to 3 discrete digital input signals and operate at up to three discrete speeds.

3.5.14. Security Features

3.5.14.1. The drive shall include password protection against parameter changes.

3.5.14.2. There shall be multiple levels of password protection including: end user, service, advanced, and override.

3.5.14.3. The drive shall support a customer generated unique password between 0 and 99,999,999.

3.5.14.4. The drive shall log an event whenever the drive password has been entered.

3.5.14.5. The drive shall provide a security selection that prevents any "back door" entry. This selection even prevents the drive manufacturer from being able to bypass the security of that drive.

3.5.14.6. A security level shall be available that prevents the drive from being flashed with new firmware.

3.5.15. Network Communications

3.5.15.1. The drive shall have an EIA-485 port with removable terminal blocks. The onboard protocols shall be BACnet MS/TP, Modbus, and Johnson Controls N2. Optional communication cards for BACnet/IP, LonWorks, Profibus, Profinet, EtherNet/IP, Modbus TCP, and DeviceNet shall be available. The use of third party gateways are not acceptable.

3.5.15.2. The drive shall have the ability to communicate via two protocols at the same time, one onboard protocol, and one option card based protocol. Once installed, the drive shall automatically recognize any optional communication cards without the need for additional programming.

3.5.15.3. The drive shall not require a power cycle after communication parameters have been updated.

3.5.15.4. The embedded BACnet connection shall be a MS/TP interface. The drive shall be BTL listed to revision 14 or later. Use of non-BTL listed drives are not acceptable.

3.5.15.5. The drive shall be classified as an Applications Specific Controller (B-ASC). The interface shall support all BIBBs defined by the BACnet standard profile for a B-ASC including, but not limited to:

3.5.15.5.1. Data sharing: read property Multiple-B, write property Multiple-B, COV-B

3.5.15.5.2. Device management: Time synchronization-B

3.5.15.5.3. Object type support: MSV, Loop

3.5.15.6. The drive's relay output status, digital input status, analog input/output values, hand-auto status, warning, and fault information shall be capable of being monitored over the network. The drive's start/stop command, speed reference command, relay outputs, and analog outputs shall be capable of being controlled over the network. Remote drive fault reset shall be possible.

3.5.16. Unit mounted manual VFD bypass switch shall lock out VFD. Fan shall run on maximum set volume. Bypass switch and all interlock contacts are factory mounted and pre-wired.

3.5.17. Load reactors shall be provided for all 460 and 575 volt applications.

3.5.18. Drive(s) shall be factory supplied and installed.

3.5.19. Minimum air flow rate of 35% CFM on mixed air DX cooling, and gas fired heat exchanger heat systems.

3.6. Motor, fan bearings, and drive sheaves assembly shall be located inside the fan plenum to minimize bearing wear and to allow for internal vibration isolation of the fan-motor assembly where required. Motor mounting shall be adjustable to allow for variations in belt tension.

3.7. Fan-motor assemblies shall be provided with vibration isolators. Isolators shall be bolted to steel channel welded to unit floor that is welded to the structural frame of the unit. Use of separate bumpers or snubbers are not acceptable. Fans shall be attached to the discharge panel by a polyvinyl chloride coated polyester woven fabric with a sealed double locking fabric to metal connection.

3.7.1. Backward inclined fans with airfoil or flat blade design shall incorporate vertical spring isolators with leveling bolts and bridge bearing waffled pads with minimum 1" static deflection designed to achieve high isolation efficiency.

3.8. Provide two extended grease lines to unit casing.

3.9. Fan motors shall be ODP (open drip proof) high efficiency type.

4. COILS

4.1. Coils shall have 1/2" O.D. or 3/8" O.D. diameter tubes manufactured by Engineered Air and constructed of copper tube, aluminum fin, and copper headers with copper sweat connections.

4.2. Fins constructed of aluminum or copper shall be corrugated for maximum heat transfer and shall be mechanically bonded to the tubes by mechanical expansion of the tubes. The coils shall have a galvanized steel casing. All hydronic and DX refrigerant coils shall be factory tested with air at 300 psig (2068 kPa) while immersed in an illuminated water tank. All condenser refrigerant coils shall be factory tested with air at 650 psig (4482 kPa) while immersed in an illuminated water tank.

4.3. Hydronic and DX refrigerant coils shall be circuited to provide adequate tube velocities to meet design requirements. Internal turbulators are not acceptable.

4.4. Multiple row coils shall be of staggered tube design circuited to optimize capacity with minimum pressure drop.

4.5. Refrigerant evaporator type coils shall be equipped with distributors connected to the coil by copper tubes.

4.6. Refrigerant coils with multiple compressors shall be alternate tube circuited in order to distribute the cooling effect over the entire coil face at reduced load conditions.

5. GAS HEAT SECTION (DJS, DJE) - Indirect Fired

5.1. General

5.1.1. Heating units shall be indirect natural gas fired approved for both sea level and high altitude elevations. The entire package including damper controls, fan controls, and all other miscellaneous controls and accessories shall be pre-wired and factory certified by an approved testing agency such as ETL, UL, or CSA for the destination.

5.1.2. Operating natural gas pressure at unit(s) shall be 7"WC to 14"WC.

5.1.3. Gas fired units shall be approved for operation in -20° locations.

5.1.4. Installation and venting provisions must be in accordance with installation code ANSI Z223.1-NFPA54 and the requirements of the local authorities having jurisdiction.

5.2. Heat Exchanger/Burner Assembly

5.2.1. Heat exchanger shall be a primary drum and multi-tube secondary assembly constructed of titanium stainless steel with multi-plane metal turbulators and shall be of a floating stress relief design. Heat exchanger shall be provided with condensate drain connection. The heat exchanger casing shall have 1" (25 mm) of insulation between the outer cabinet and inner heat reflective satin coat galvanized steel liner. Blower location shall be engineered to optimize the required air flow pattern around the heat exchanger. Duct type furnaces with closed coupled blowers are not acceptable.

5.2.2. Units with high efficiency heat exchangers shall be tested and certified to International Energy Conservation Code and local authorities having jurisdiction. A minimum of 81% efficiency shall be provided throughout the entire operating range of the heat exchanger. The manufacturer shall be routinely engaged in the manufacture of this type of high efficiency equipment.

5.2.3. The heat exchanger/burner assembly shall be a blow through positive pressure type. Units incorporating the **NextGen base** module shall have an interrupted pilot ignition system to provide increased safety. Units using continuous or intermittent pilots are not acceptable.

5.2.4. Flame surveillance shall be from the main flame after ignition not the pilot flame. The burner and gas train shall be in a cabinet enclosure. Atmospheric burners or burners requiring power assisted venting are not acceptable.

5.3. Factory testing of indirect fired gas heating section.

5.3.1. The minimum test requirements on all cabinet / fan size / fan type / fan orientation / heat exchanger / outlet configuration combinations previously built are listed below:

5.3.1.1. Tests shall be performed after complete final unit assembly just prior to shipping to job site. The tests shall be performed in accordance with the equipment standard that the gas heating section is certified.

5.3.1.2. Heat exchanger shall be clocked with a dedicated calibrated gas meter to ensure proper set up of the gas manifold.

5.3.1.3. High and low input flue gas combustion analysis using a calibrated combustion analyzer including O_2 and CO to provide proper air fuel ratio throughout the entire operating range.

5.3.2. Any previously untested combination of cabinet / fan size / fan type / fan orientation / heat exchanger / outlet orientation and all duct furnaces shall have the following additional tests performed.

5.3.2.1. Any single component or size or type or orientation change requires these tests. The tests shall be performed with standard factory temperature air, not design temperature air, through the unit as an additional heat exchanger safety factor.

5.3.2.2. Heat Exchanger airflow pattern shall be tested to ensure uniform airflow across all parts of the heat exchanger.

5.3.2.3. Once the equilibrium operating temperatures have been reached, the heat exchanger temperatures shall be checked to ensure that all surfaces are below 1075°F (579.4°C). Temperatures above this can lead to premature heat exchanger failure.

5.3.2.4. Flue gas temperature and combustion analysis shall be performed. The heat exchanger efficiency shall be analyzed and must meet current requirements.

5.3.2.5. High limit operational check shall be performed to ensure proper function at all normal airflows including loaded filters.

5.3.2.6. If the unit is capable of or intended to operate at varying air flows, all of the above tests must be performed at high flow and low flow.

5.4. Venting

5.4.1. Installation and venting provisions must be in accordance with installation code ANSI Z223.1-NFPA54 and the requirements of the local authorities having jurisdiction.

5.4.2. Outdoor DJE & DJS unit provided with wedge style vent.

5.5. The heat exchanger/burner assembly shall include 15:1 turndown for all input ranges. The high turn down heat exchanger/burner assembly minimum input shall be capable of controlling down to 6.7% of its rated input, excluding the pilot assembly, without on/off cycling and include built in electronic linearization of fuel and combustion air. Efficiency shall increase from high to low fire.

5.6. The **CenCon c/w J-XM module** (modulating fuel and combustion air) shall be complete with proportional and integral control and discharge air sensor to maintain set point temperature and provide rapid response to incremental changes in the discharge air temperature.

5.6.1. The controller shall be certified by ETL

5.6.2. The combustion air motor speed shall vary proportionally in response to the modulation of gas flow to provide optimum fuel/air mixture and efficiency at all conditions. The combustion blower RPM shall be proved using a Hall Effect speed sensor. Efficiency of the heat exchanger shall increase as the firing rate decreases.

5.6.3. The controller shall provide a pre-purge and post purge cycle to provide a minimum of four air changes for each purge cycle through the heat exchanger.

5.6.4. The controller shall provide a low fire start with controlled burner startup and shutdown.

5.6.5. To ensure longevity of the equipment, the controller shall provide heat exchanger cooldown timing.

6. FILTERS

6.1. Filter sections shall be provided with adequately sized access doors to allow easy removal of filters. Filter removal shall be from one side of the unit as noted on the drawings.

6.2. The filters shall be designed to slide out of the unit. Side removal filters shall slide into a formed metal track sealing against metal spacers at each end of the track.

6.3. 2" Extended Media (Pleated) Disposable Filters: Filters shall be extended surface pleated complete with 100% synthetic media that does not support microbial growth. Frame shall be a high wet strength beverage board with a cross member design that increases filter rigidity and prevent breaching. Frame shall be recyclable. Filters shall have an expanded metal support grid bonded to the air-exiting side of the filter to maintain pleat uniformity and prevent fluttering. Metal support grid shall be recyclable. The filters shall be MERV 8.

7. DAMPERS

7.1. Dampers shall be low leak constructed that include blade ends sealed with an adhesive backed foamed polyurethane gasketting. Interlocking blade edges shall include an all-weather PVC seal fastened with a positive lock grip and pliable overlap edges on both the entering and leaving air sides. Ruskin CD-60 galvanized steel airfoil damper.

7.2. Mixing dampers shall be parallel blade type.

7.3. Gravity relief dampers shall be single blade design type.

7.4. Mixing box controls shall be complete with

7.4.1. The **CenCon** shall be complete with proportional and integral control with a temperature sensor to maintain set point temperature and provide rapid response to incremental changes in discharge air temperature.

7.4.1.1. The controller shall provide economizer control c/w minimum position from internal setpoint adjustment on keypad

8. MECHANICAL COOLING

8.1. Compressors shall be hermetic scroll type set on resilient neoprene mounts. The compressors shall incorporate an internal or external pressure-limiting device to protect the compressor in the event of overpressure. Compressors shall be provided with a means of overload protection. External crankcase heaters shall be locked out during compressor operation.

8.2. Air Cooled Condenser

8.2.1. Condenser coils shall be copper tube type, mechanically expanded into aluminum fins. Coils shall be factory pressure tested with air while immersed in an illuminated water tank.

8.2.2. Condenser fans shall be direct drive propeller type arranged for vertical draw through airflow. Motors shall be weather resistant type with integral overload protection and designed for vertical shaft condenser fan applications. Fan and motor assemblies shall be mounted in a venturi for optimum efficiency with minimum noise level.

8.2.3. Condenser fans shall be fully housed fan with protective screen and fluted blades for optimum efficiency with minimum noise level.

8.2.4. Condenser section to form an integral part of the unit.

8.3. Packaged Air Conditioning Units

8.3.1. The entire package including fan controls, head pressure control, and all other miscellaneous controls and accessories shall be pre-wired and factory certified by an approved testing agency such as ETL, UL, or CSA for the destination.

8.3.2. Unit must conform to regulations set out by the Department of Energy for large air conditioners. Packaged units shall be tested to AHRI 340/360-2007 and must bear an EEV (energy efficiency verification) label provided by CSA.

8.3.3. Equipment shall operate down to 50°F ambient temperature for mixed air applications. Where applicable, multiple refrigeration circuits shall be separate from each other. Refrigeration circuits shall be complete with TX valves, sight glass, liquid line filter-driers, and service ports fitted with Schrader fittings. Equipment shall have condensers designed for 15°F liquid sub-cooling. The complete piping system shall be purged and pressure tested with dry nitrogen, then tested again under vacuum. Each system shall be factory run and adjusted prior to shipment.

8.3.4. Packaged units shall be supplied with R-454B refrigerant.

8.3.5. Controls for hermetic compressor units shall include compressor and condenser fan motor contactors, supply fan contactors and overload

protection, control circuit transformer, cooling relays, ambient compressor lockout, anti-short-cycle and inter-stage timers, and automatic reset low pressure controls. Compressors over 6 tons (21 kW) shall be complete with manual reset high pressure controls. Head pressure actuated fan cycling control shall be provided on all multiple condenser fan units.

8.3.6. Provide hot gas bypass on the lead compressor to provide freeze protection in the event of low loads.

8.3.7. Compressors shall be located on the side of the unit in a service enclosure

8.3.8. VAV units to have a minimum of three compressors.

8.4. Cooling Control

8.4.1. The **CenCon c/w C-XM** module shall be complete with proportional and integral control with a discharge air sensor to maintain set point temperature and provide rapid response to incremental changes in discharge air temperature.

8.4.1.1. The controller shall provide 4 stages of mechanical cooling.

8.4.1.2. The controller shall have built-in minimum run time and anti-cycle timers.

8.4.1.3. Mechanical cooling shall be disabled below a fixed low ambient temperature setpoint.

8.4.1.4. Cooling enable/disable shall be through controller demand.

8.4.1.5. When controller is in economizer mode, the mechanical cooling shall be disabled.

9. FACTORY SUPPLIED CONTROLS/WIRING

9.1. Provide a system of motor control, including all necessary terminal blocks, motor contactors, motor overload protection, grounding lugs, control transformers, auxiliary contactors, and terminals for the connection of external control devices or relays.

9.2. Gas fired units shall also include high limit and combustion airflow safeties.

9.3. Fire alarm circuits (where required) shall be powered from a relay in unit circuitry.

9.4. Factory installed and wired non-fused disconnect switch in NEMA type 3R weatherproof configuration.

9.5. Controls shall be housed in a control panel mounted in or on the unit that will meet the standard of the specific installation.

9.6. Provide a discharge air low limit equipped with an automatic by-pass time delay to allow for cold weather start-up. On a heating system failure, this device will shut down the fan and close the outdoor air damper.

9.7. CenCon

9.7.1. The controller shall be ETL and BTL certified.

9.7.2. A graphic OLED display module shall provide temperatures and status of the equipment.

9.7.3. The controller shall have a 9-button keypad for navigation of screens.

9.7.4. The controller shall have a computer connection diagnostics via Ethernet complete with web based interface.

9.7.5. The controller shall have 4 distinct modes (heating, economizer, ventilation and cooling). Each mode change is determined by the demand of the system.

9.7.6. Minimum operating ambient temperature shall be -40°F (-40°C).

9.7.7. The controller shall provide continuous ambient temperature sensing.

9.7.8. Self-check on start-up shall be provided to ensure air proving and all sensors are operating within design tolerances.

9.7.9. Blower delay functionality shall be provided to ensure damper(s) are open before blower starts.

9.7.10. The controller shall have non-recycling auto by-pass low limit with alarm contacts.

9.7.11. Temperature control shall be discharge air c/w 0-10VDC reset.

10. UV-CENTURION

10.1. General

10.1.1. Ultraviolet lighting system shall be an integral part of the unit and wired at the factory. All UV lamps shall be sleeved to protect against moisture and physical damage.

10.1.2. UV lamps shall be assembled on a stainless steel rack and placed in an arrangement between 6 to 12 inches from the surface for maximum biological kill.

10.1.3. Fast pan(s) shall be irradiated by a single row of horizontal lamp(s). When intermediate drain pans are provided, each intermediate drain pan shall be irradiated by a single row of horizontal lamp(s). The lamps shall be mounted directly above the drainage surface. The minimum UVC intensity delivered anywhere in the fast pan shall be 212 $\mu W/cm^2$.

10.1.4. The cooling coil drain pan(s) shall have a reflector mounted to irradiate all lower areas of the floor pan. The reflector is to be made out of highly polished aluminum with a minimum UV reflectance of 70%.

10.1.5. The downstream face of the cooling coil are each to be irradiated by rows of horizontal UVC lamps. The maximum height of a cooling coil face that a single row of lamps can irradiate is 18". Maximum distance between rows of lamps shall be 50". Maximum gap, measured horizontally from the end of any lamp to the ends of the cooling coil, shall be 6". Minimum intensity delivered anywhere on the cooling coil face shall be 147 $\mu W/cm^2$. Minimum intensity delivered at the center of the lamp perpendicular to cooling coil face shall be 514 $\mu W/cm^2$.

10.2. Ballast

10.2.1. Ballasts shall be instant start type. Supply voltage shall be 120 VAC, 60 Hz, 1 Ph.

10.3. Lamp Modules

10.3.1. The sleeved lamp modules shall be low-pressure mercury vapor lamps. The lamp and sleeve shall be hard quartz glass where the sleeve is an integral part of the lamp. The lamp base shall be made from ozone and UV resistant ceramic material. Supply power to the lamp module shall be connected at one end of the module through a plenum rated cord. The lamp connector shall mate with the ballast connector. The lamp portion of the lamp modules shall be 22" (559 mm), 34" (864 mm), and 46" (1168 mm) long. Lamps shall be internally coated to extend the lamp life that is rated for 9000 hours of continuous operation. The lamps shall be rated for a minimum of 1500 starting cycles. Maximum diameter of sleeved lamp modules shall be 1" (25 mm).

10.4. Mounting

10.4.1. Lamp modules and ballasts shall be securely mounted and not affected by air movement or vibration. Mounting brackets and hardware shall be made from UV and ozone resistant materials. All non-metallic surfaces exposed to UV light and ozone shall be of UV resistant material or shall be properly shielded and securely fastened.

10.4.2. The UV lamps will be easily accessible through an access door for Lamp replacement. The minimum door size shall be 18" wide.

10.4.3. All wiring directly exposed to UV light shall be in a raceway.

10.5. Controls

10.5.1. All areas that are irradiated must have interlock switches provided for access doors.

10.5.2. Optional view windows are available for each area treated. Window material shall block 99.99% of UV rays for safety and shall not degrade over time.

10.5.3. A run time hour meter with manual reset shall be connected to the ballast power and is used to determine 'lamp on' total hours for lamp replacement. The meter shall be mounted in the unit control panel.

10.6. Labeling

10.6.1. All access doors to areas that are irradiated must have a label that states:

WARNING

This door is provided with an interlock to reduce the risk of exposure to ultraviolet radiation. DO NOT defeat its purpose or attempt to service without opening the door completely.
Eye and skin damage may result from exposure to light produced by the ultraviolet lamps used in this product. Opening door will turn off lamps. Manually turn off ultraviolet lights if servicing with the door closed.

10. SCHEDULES

PACKAGED ROOFTOP UNIT SCHEDULE

FAN NO.		RTU-11		
SERVICE		Stage		
MANUFACTURER		Engineered Air		
MODEL		FWX354/DJS100/O		
SUPPLY	CFM:	13,000		
	ESP ("WC):	1.75		
	MOTOR (HP):	15		
	BLOWER:	222 BAE		
COOLING	EAT (DB/WB) (°F):	80.0°F/67°F		
	LAT (DB/WB) (°F):	57.7°F/56.4°F		
	TOTAL (BTU/H):	433,000		
	SUCTION (°F):	48.2		
HEATING REMARKS:	INPUT (BTU/H):	800,000		
	OUTPUT (BTU/H):	648,000		
	TEMP. RISE (F):	46.2°F		

PACKAGED ROOFTOP UNIT SCHEDULE

FAN NO.		RTU-12		
SERVICE		Auditorium		
MANUFACTURER		Engineered Air		
MODEL		FWX624/DJS140/O		
SUPPLY	CFM:	24,000		
	ESP ("WC):	1.75		
	MOTOR (HP):	30		
	BLOWER:	300 BAE		
COOLING	EAT (DB/WB) (°F):	80.0°F/67°F		
	LAT (DB/WB) (°F):	58.2°F/56.9°F		
	TOTAL (BTU/H):	768,000		
	SUCTION (°F):	49.0		
HEATING REMARKS:	INPUT (BTU/H):	1,300,000		
	OUTPUT (BTU/H):	1,053,000		
	TEMP. RISE (F):	40.6°F		

APPENDIX A
Scope of Work and Special Provisions
Liberty Community Center Theater HVAC Replacement Project
RTU #11 (Theater Stage) & RTU #12 (Theater House).

PROJECT COST (consists of removal and replacement of existing Stage and Auditorium HVAC units at the Liberty Community Center according to the Engineered Air AHU and UV Centurion specifications)

$ 509,500.00 - Engineer Air & Controls

PLEASE PROVIDE YOUR ANTICIPATED LEAD TIME, PROJECT SCHEDULE, AND COMPLETION DATE **(NOTE: REMOVAL OF EXISTING AND INSTALLATION WILL NEED TO BE COORDINATED WITH LCC STAFF AND COMPLETED DURING THEATER UNOCCUPIED HOURS):** 26-28 weeks Depending on Engineer Air.

PLEASE PROVIDE ANY ANTICIPATED DOWNTIME FOR LIBERTY COMMUNITY CENTER AMENITIES: 2 Days max downtime.

PLEASE LIST THE HVAC UNIT WARRANTY: 2 yr

PLEASE LIST THE UV CENTURION UNIT WARRANTY: 2 yr

Equipment Lead time = 26 weeks
Install time = 2 weeks

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 — Lab
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
Pipe Fitter	
Roofer	$60.78
Sheet Metal Worker	$78.40 — SM
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

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.

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.

City of Liberty
Liberty Community Center Theater HVAC Replacement PK24-16
Bid Opening, February 25, 2026, 12:00 p.m.
Liberty Community Center

Vendor Name	Received by 12:00 p.m. 2/24/2026	Attended Pre Bid meeting	Bid Amount	Bid Bond
1. AAIM Services	✓	✓	$509,500.00	✓
2. Design Mechanical Inc.-KC	✓	✓	$591,995.00	
3. EMCOR Services	✓	✓	$571,148.00	✓
4. Lippert Mechanical Services	✓	✓	$642,342.00	✓
5. Myrick Mechanical	✓	✓	$622,902.40	✓

The City of Liberty missouri

CITY COUNCIL ACTION REPORT

Meeting Date: March 23, 2026
A/R No.: 2026-57

Department: Parks & Recreation

Submitted By: Jimmy Gibbs, Assistant Parks and Recreation Director

Subject: Ordinance approving a guaranteed pricing agreement with TW Custom Branding For FY2026 adult softball apparel in an amount not to exceed $2,872.80

Summary:

- The Parks and Recreation Department facilitates a wide variety of youth and adult sports leagues and camps throughout the year which require the purchase of uniforms, jerseys, caps, socks, champion apparel, and the like.
- A Request for Proposals (RFP) was advertised soliciting vendors to provide full-service apparel management.
- The division's operating budget includes funding for this set of services. This budget is based on past participation levels and may fluctuate pending the increase or decrease of 2026 participation levels.
- This document represents year one (2026) of the potential two, one-year agreements (2026 and 2027).
- Show Me Logos was awarded this original contract in 2025, but closed in late 2025 and those supplied products were rebid for 2026 and 2027.

Background:
The Parks and Recreation Department facilitates a wide variety of youth and adult sports leagues and camps throughout the year which require the purchase of uniforms, jerseys, caps, socks, champion apparel, and the like.

An RFP was advertised soliciting vendors to provide full-service apparel management for each of the programs.
Two proposals were received: TW Custom Branding and TEAMBILT. An RFP was also sent to Custom Graphics and Challenger Teamwear with no response.

A "basket of goods" analysis was used to compare the unit pricing proposed. Staff used FY 2025 participation numbers of apparel units to project FY 2026 and 2027 annual costs per item bid.

- Award #1 – TW Sportswear – adult sports apparel - $2,872.80
- A contract has been written for the amount budgeted.

Previous Action (if applicable):

- Show Me Logos was awarded this original contract in 2025, but closed in late 2025 and those supplied products were rebid for 2026 and 2027.

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: 2-5-2026

Financial Considerations:

X	**Budgeted:**	Line Item: 461-53003-451-000000 Line Item:	Amount: $2,872.80 Amount:
		Revenue Line (if applicable):	Amount:
	Non-Budgeted	Line Item: Line Item:	Amount:
		Funding Source:	Amount:

Attachments:

1. 2026 ORDINANCE - TW Custom Branding 2nd Contract
2. FULLY Executed TWCustom Branding Adult Apparel 2nd Contract 3-23-2026

Document No. _____

ORDINANCE NO. _____

ORDINANCE APPROVING A GUARANTEED PRICING AGREEMENT WITH TW CUSTOM BRANDING FOR FY2026 ADULT SOFTBALL APPAREL IN AN AMOUNT NOT TO EXCEED $2,872.80

WHEREAS, this document represents year one (2026) of the potential two, one-year agreements, with the option of one additional one-year extensions for adult sports apparel with TW Custom Branding; and

WHEREAS, not to exceed amounts are based on historical average sales and may fluctuate pending increased or decreased team enrollments; 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 a certain agreement by and between the City of Liberty and TW Custom Branding, 14450 N. 169 HWY, Smithville, MO 64089, in an amount not to exceed TWO THOUSAND EIGHT HUNDRED SEVENTY-TWO DOLLARS AND 80/100 ($2,872.80), for FY2026 sports complex recreation supplies, a copy of said agreement 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 to sign the 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 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

GUARANTEED PRICING CONTRACT

2026 Adult and Youth Sports Apparel

AGREEMENT FOR PROVISION OF THE FOLLOWING SERVICES

This agreement is made and entered into this **23rd Day of March, 2026,** by and between **TW Custom Branding,** an entity organized and existing under the laws of the State of Missouri, with its principal office located at 14450 N 169 HWY Smithville, MO 64089 hereafter referred to as the Contractor, and the Mayor, Councilmen, and Citizens of the City of Liberty, Clay County, Missouri, 101 E. Kansas St., a municipal corporation hereinafter referred to as 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 was approved on **March 23, 2026** and is effective as of **March 23, 2026,** and shall remain in effect as described within.

ARTICLE I
THE WORK

Contractor agrees to perform all work and provide all products as specified in Request for Proposal **PK26-06** 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

The term of the agreement shall be upon approval by City Council March 23, 2026 – December 2026.

ARTICLE III
CONTRACT SUM AND PAYMENT

The Contractor agrees to perform all work described in the Contract Documents and to enter in to a guaranteed pricing contract with the City in an amount not to exceed **$2,872.80** and in accordance with the service rates proposed with the contractor's bid submission.

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

ARTICLE IV
CONTRACT PAYMENT

The City agrees to pay the Contractor for the completed work as follows: The Contractor will invoice the City upon the delivery of pre-ordered goods. Payment shall be made upon receipt of invoices presented in duplicate as outlined in Appendix B.

All cost for freight and delivery is the sole responsibility of the Contractor selected as the best bid and is to be included in the bid price.

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 product or personnel employed or utilized by the Contractor. Additionally, it is agreed the Contractor shall also be liable to the City for replacement of products or services occasioned by such breach.

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

ARTICLE V
INSURANCE REQUIREMENTS

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

ARTICLE VI
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 their sureties to perform any part or the whole of this contract. Thus, if at any time the Contractor refuses or neglects to supply the ordered products, 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 services 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, services, delays, or claims incurred by the City to finish the work.

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.

ARTICLE VII
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 services necessary to perform and complete the contract as specified.

Contractor will supervise and direct the work performed, and shall be responsible for their 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 VIII
TERMINATION OF AGREEMENT

With Cause – If Contractor fails to perform their 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 IX
ARBITRATION

In case of a dispute, the Contractor and the City shall each appoint a representative, who, together, shall select a third party to arbitrate the issue. Resolution of the issue will be binding upon both parties.

ARTICLE X
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.

(SEAL)

THE CITY OF LIBERTY, MISSOURI

By: _____
Greg Canuteson, Mayor

Attest: _____
Sarah Ranes, Deputy City Clerk

(SEAL)

TW Custom Branding
_____
Company Name

By: Michelle Webb_____

Title: Owner

Attest: *Michelle Webb*

GUARANTEED PRICING AGREEMENT:

ADULT SPORTS LEAGUE CHAMPIONS APPAREL

- T-shirts – Assorted Colors and Sizes (Adult Small – Adult XXXL)
  - Must be a good quality t-shirt with hemmed cuffs
  - Up to 20 different shirt colors
  - 50% Cotton/50% Polyester
  - Acceptable brands include, but are not limited to Russell, Fruit of the Loom Best, Hanes Beefy-T, Gildan Ultra Cotton and Jerzees.
- Long Sleeve T-shirts, Crew Neck Sweatshirts and Hooded Sweatshirts
  - Similar specifications as to T-shirts listed above
- Artwork must be approved by the City of Liberty Parks and Recreation Department.
  - Minimum of a two-color logo
- All shirts will have approved artwork logo printed on full front chest with one color ink print.

White Short Sleeve	AS-AL	$4.55	60	$273.00
White Short Sleeve	AXL-AXXXL	$6.55	10	$65.50
White Long Sleeve	AS-AL	$6.89	60	$413.40
White Long Sleeve	AXL-AXXXL	$6.89	10	$68.90
Color Short Sleeve	AS-AL	$4.55	60	$273.00
Color Short Sleeve	AXL-AXXXL	$6.55	10	$65.50
Color Long Sleeve	AS-AL	$8.49	60	$509.40
Color Long Sleeve	AXL-AXXXL	$8.49	10	$84.90
White Hooded	AS-AL	$12.99	20	$259.80
White Hooded	AXL-AXXXL	$14.99	20	$299.80
Color Hooded	AS-AL	$12.99	20	$259.80
Color Hooded	AXL-AXXXL	$14.99	20	$299.80
Total			360	**$2,872.80**

Please Include Brand Names

Description of T-Shirt:_____

CITY OF LIBERTY, MISSOURI

Appendix B

Standard Terms and Conditions

All bid/quote/RFQ 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 Administrator or his authorized representative (s). The Contractor shall not comply with requests and/or orders issued by any other person. The City Administrator will designate his authorized representatives in writing. Both the City of Liberty and the Contractor must approve any changes to the contract in writing.

B. *Contract Award*
Award of this contract is anticipated no later than 60 days after bid deadline.

C. *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 of Liberty by the Contractor, its agents, representatives, employees or subcontractors. Proof of coverage as contained herein shall be submitted prior to the commencement of work and such coverage shall be maintained by the Contractor for the duration of the contract period. Claims made on policies must be enforce or that coverage purchased for three (3) years after contract completion date.

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

2. Comprehensive Automobile Liability:
   - Minimum $2,000,000 combine 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

D. Hold Harmless Clause

The Contractor shall, during the term of the contract including any warranty period, indemnify, defend, and hold harmless the City of Liberty, its officials, employees, agents, residents and representatives thereof from all suits, actions, or claims of any kind, including attorney's fees, brought on account of any personal injuries, damages, or violations of rights, sustained by any person or property as a consequence of any neglect in safeguarding contract work or on account of any act or omission by the Contractor or his employees, or from any claims or amounts arising from violation of any law, bylaw, ordinance, regulation or decree. The vendor agrees that this clause shall include claims involving infringement of patent or copyright.

E. 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.

F. 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.

G. 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.

H. Cancellation

The City of Liberty reserves the right to cancel and terminate this contract in part or in whole without penalty upon 60 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.

I. Contractual Disputes

The Contractor shall give written notice to the City of Liberty 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 of Liberty 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.

City 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.

J. 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.

K. 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.

L. Drug/Crime Free Work Place

The Respondent 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 Respondent 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.

M. 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.

N. 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, 64069.

O. Compliance with Missouri Law Regarding the Employment of Illegal Aliens

The successful Contractor shall be responsible for understanding and complying with all Missouri laws pertaining to the employment of illegal aliens. This will include certification to the City of such.

The City of Liberty missouri

CITY COUNCIL ACTION REPORT

Meeting Date: March 23, 2026

A/R No.: 2026-92

Department: Public Works

Submitted By: Joshua Martinez, Capital Projects Engineer

Subject: Ordinance approving a contract with Tandem Paving Co, Inc. for the City of Liberty 2026 Street Maintenance Pavement Restoration Project (26-004) in an amount of $1,952,790.90 with funding authorization up to and in a not to exceed amount of $2,050,430.00

Summary:

- Acceptance of a contract with Tandem Paving for the City's 2026 Pavement Restoration Project

Background:

The City's Capital Improvement Plan includes a Street Restoration Program in order to project expenditures necessary for streets in need of restoration. This action pertains to the 2026 Street Maintenance Pavement Restoration Project (SMPRP), otherwise known as Project 26-004.

The 2026 SMPRP project includes:

- The placement of approximately 18,305 tons of asphaltic concrete surface on over two dozen public streets as identified in the list below;

Street	From	To
S. Stewart Rd.	Consitor St.	City Limits
Blue Bell Ave	Liberty Dr.	Larkspur Dr.
Circle Dr.	Liberty High School	448 Circle Dr.
Clay Circle	Cul De Sac	NA
Clay Ct.	Cul De Sac	NA
Clay Dr.	Liberty Dr.	Liberty Dr.
Forest Ave.	Kansas St.	Thompson Ave.
Forest Ct.	Forest Ave.	Cul De Sac
Forest Ln	Cul De Sac	End
Frontage Rd.	Kansas St.	Crowley Parking Lot
Garden Dr.	Cul De Sac	NA
Glenn Hendren Dr.	291.00	Nashua Dr.
Kansas St.	N. Ridge Ave.	Harrison St.
Lake Rd	Nashua Rd	Northern End
Larkspur Ct.	Cul De Sac	NA
Larkspur Dr.	Liberty Dr.	Clay Dr.

Liberty Dr.	Route 291	S. Ridge
Lightburne Glenn Hendren Intersection	Intersection	End
Linden Rd	Cul De Sac	Forest Ln
Midjay Dr.	S. Stewart Rd.	Liberty Dr.
Park Ln.	Wellington Way	Broadmore Ln.
Snowdrop Cir.	Cul De Sac	NA
South Liberty Parkway	Western Limits	Withers
Thompson Ave.	Liberty High School	Cul De Sac
Wellington Way	Withers Rd	End

The above street selections were made in the third quarter of 2025 with that assessment selection and prioritization informed by:

- Pavement Condition Indexing (PCI) data;
- Volume and usage data;
- Field reports from street maintenance staff; and
- Known public and private utility projects that are planned along or adjacent to public streets.

A bid manual was put together and publicly advertised with bids being publicly opened and read on January 30, 2026. The four bidders were:

- Emery Sapp & Sons, Inc. — $2,110,549.60
- Metro Asphalt Inc. - $2,071,068.50
- Superior Bowen Asphalt Company, LLC - $2,041,679.10
- Tandem Paving Co, Inc. — $1,952,790.90

This report and subsequent Ordinance request recommends approval of a contract with Tandem Paving Co, Inc. in the amount of $1,952,790.90 with additional funding authorization of $97,639.10 for a total requested authorization of $2,050,430.00. The amount requested for approval includes both the contract amount of $1,952,790.90 and the addition of an approximate 5% contingency ($97,639.10). 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 asphalt pavement work that may develop over the length of the contract.

The 2026 Street Restoration Project base budget was established at $3,000,000.00 for 2026 during CIP development. This includes $1,750,000.00 from Capital Sales Tax and $1,250,000.00 from Transportation Sales Tax.

Staff recommends approval of a contract with Tandem Paving Co, Inc. for the City of Liberty 2026 Street Maintenance Pavement Restoration Project (26-004) in an amount not to exceed $1,952,790.90 with additional funding authorization of $97,639.10 for a

total requested authorization amount of $2,050,430.00.

Previous Action (if applicable):
NA

Policy/Committee Review:

X	Citizen Sales Tax Oversight Committee	Completed/Recommended: Recommended March 12, 2026
	Public Safety Sales Tax Oversight Committee	Completed/Recommended:
	Budget Committee	Completed/Recommended:
	Other:	Completed/Recommended:

Financial Considerations:

X	**Budgeted:**	Line Item: 351-70023-201-000000 Line Item: 352-57044-201-000000	Amount: $836,630.00 Amount: $1,213,800.00 Summation = $2,050,430.00
		Revenue Line (if applicable):	Amount:
	Non-Budgeted	Line Item: Line Item:	Amount:
		Funding Source:	Amount:

Attachments:
1. 2026-092 Approve Contract Tandem Paving - Overlay 26-004 - ORD
2. 2026 Overlay Contract 26-004

Document No. _____

ORDINANCE NO. _____

ORDINANCE APPROVING A CONTRACT WITH TANDEM PAVING CO, INC. FOR THE CITY OF LIBERTY 2026 STREET MAINTENANCE PAVEMENT RESTORATION PROJECT (26-004) IN AN AMOUNT OF $1,952,790.90 WITH FUNDING AUTHORIZATION UP TO AND IN A NOT TO EXCEED AMOUNT OF $2,050,430.00

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 Tandem Paving Co. for the City of Liberty 2026 street maintenance pavement restoration project (26-004) with a bid amount of ONE MILLION NINE HUNDRED FIFTY-TWO THOUSAND SEVEN HUNDRED NINETY AND 90/100 DOLLARS ($1,952,790.90), with authorization to spend up to TWO MILLION FIFTY THOUSAND FOUR HUNDRED THIRTY AND 00/100 DOLLARS ($2,050,430.00), 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

SPECIFICATIONS

2026 Street Maintenance
Pavement Restoration

Project No. 26-004

City of Liberty
101 East Kansas Street
Liberty, MO 64068
816-439-4500

TABLE OF CONTENTS

Bid Form

OSHA Requirements

Federal Work Authorization

Prevailing Wage

MO Annual Wage Order No. 32

American Products Requirements

Standard Agreement

Performance Bond

Payment Bond

General Conditions

Supplementary Conditions

Job Special Conditions

Technical Specifications

Tax Exemption Certificate

Tax Exemption Letter

Exhibit A - Debarment and Suspension Form

Exhibit B – Anti Discrimination Against Israel Certification

Exhibit C – Project Location Map

BID FORM

CITY OF LIBERTY
LIBERTY, MISSOURI
2026 STREET MAINTENANCE PAVEMENT RESTORATION
PROJECT #26-004
December 19, 2025

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
1	1/8/26
2	1/8/26
Exhibit C	12/19/25

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 anything 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 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):

A. Asphalt Index price is not applicable for this project.
B. UNIT PRICE SCHEDULE:

Base Bid – Conventional Paving					
Line Item #	**Description**	**Unit**	**Estimated Quantity**	**Unit Price**	**Bid Price**
1	1.5" Cold Milling	SY	92,855	$1.38	$128,139.90
2*	1.5" Asphaltic Concrete Surface (Type 5-01)	TON	9,030	$79.70	$719,691.00
3	2.0" Cold Milling	SY	74,255	$1.80	$133,659.00
4**	2.0" Asphaltic Concrete Surface (Type 5-01)	TON	9,275	$79.70	$739,217.50
5	Full Depth Pavement Repair	SY	365	$85.00	$31,025.00
6	Piano Key Crosswalk (Striping Thermoplastic)	LF	1,205	$19.00	$22,895.00
7	24" Stop Bar (Striping Thermoplastic)	LF	675	$19.00	$12,825.00
8	Turn Arrow (Striping Thermoplastic)	EA	69	$315.00	$21,735.00
9	4" Skips Yellow (Striping Thermoplastic)	LF	6,560	$0.80	$5,248.00
10	4" Solid Yellow (Striping Thermoplastic)	LF	17,270	$0.80	$13,816.00
11	4" Skips White (Striping Thermoplastic)	LF	21,865	$0.80	$17,492.00
12	4" Solid White (Striping Thermoplastic)	LF	5,615	$0.80	$4,492.00
13	6" Solid White (Striping Thermoplastic)	LF	14,670	$1.05	$15,403.50
14	Traffic Control	LS	1	$36,100.00	$36,100.00
15	Replacement of Detector Loops	EA	2	$4,200.00	$8,400.00
16	Mobilization	LS	1	$42,652.00	$42,652.00

GRAND TOTAL BASE BID:	$ 1,952,790.90

* - Refer to SPC-15.01 for material specifications

** - Refer to SPC-15.02 for material specifications

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 $ 1,952,790.90

One million nine hundred fifty-two thousand seven hundred ninety and 90/100 dollars

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.: 00159927 **[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]*

Tandem Paving Co, Inc.

By:
[Signature]

[Printed name] C.K. Smith - 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] _____

[Printed name] David D. Smith, IV

Title: President

Submittal Date: 1/30/2026

Address for giving notices:

PO Box 1417, Blue Springs, MO 64013

Telephone Number: 816.215.1876

Fax Number: N/A

Contact Name and e-mail address: C.K. Smith - cksmith@tandempaving.com

Bidder's License No.: _____
(where applicable)

NOTE TO USER: Use in those states or other jurisdictions where applicable or required.

OSHA REQUIREMENTS

ARTICLE 1 – DEFINED TERMS

1.01 Terms used in this form have the meanings indicated in the General Conditions and Supplementary Conditions. Additional terms used in these Instructions to Bidders have the meanings indicated below:

A. *RSMo* – Missouri Revised Statutes.

ARTICLE 2 – OSHA 10-HOUR REQUIREMENTS

2.01 Contractor and any subcontractor of Contractor shall require all on-site employees to complete the 10-hour training program required under RSMo Section 292.675 or such employees must hold documentation of prior completion of a certified program.

ARTICLE 3 – PENALTIES

3.01 The Contractor shall forfeit as a penalty to the City of Liberty, two thousand five hundred dollars ($2500) plus one hundred dollars ($100) for each employee employed by the Contractor or subcontractor, for each calendar day, or portion thereof, such employee is employed without the required training. The penalty shall not begin to accrue until the time period set forth in RSMo Section 292.675

3.02 The City of Liberty shall withhold and retain therefrom all sums and amounts due and owing as a result of any violation of RSMo Chapter 292 when making payments to the Contractor under the Contract. The Contractor may withhold from any subcontractor sufficient sums to cover any penalties the City of Liberty has withheld from the Contractor resulting from the subcontractor's failure to comply with the terms of RSMo Section 292.675. If the payment has been made to the subcontractor without withholding, the Contractor may recover the amount of the penalty resulting from the fault of the subcontractor in an action maintained in the Clay County, Missouri Circuit Court.

FEDERAL WORK AUTHORIZATION

STATE OF MISSOURI

COUNTY OF _____

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 _____

_____, who, being duly sworn, states on his oath or affirmation as follows:

1. My name is _____ and I am currently the President of _____hereinafter "Contractor"), whose business address is _____, 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_____

_____

_____

_____

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)

_____
[printed name], Affiant

Subscribed and sworn to before me this _____ day of _____ , 20___

_____
Notary Public State of Missouri

My Commission Expires: _____

Commissioned in _____ County

Commission #: _____

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.

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.

AGREEMENT
BETWEEN OWNER AND CONTRACTOR
FOR CONSTRUCTION CONTRACT (STIPULATED PRICE)

THIS AGREEMENT is by and between Mayor, City Council and the Citizens of the City of Liberty, Missouri, a Municipal Corporation ("Owner") and Tandem Paving Co, Inc. ("Contractor"). Owner and Contractor hereby agree as follows:

ARTICLE 1 – WORK

1.01 Contractor shall complete all Work as specified or indicated in the Contract Documents. The Work is generally described as follows:

A. Milling

B. Conventional Asphalt Overlay

C. Full Depth Asphalt Pavement Repair

D. Thermoplastic Pavement Marking

ARTICLE 2 – THE PROJECT

2.01 The Project, of which the Work under the Contract Documents is a part, is generally described as follows: **2026 STREET MAINTENANCE PAVEMENT RESTORATION – PROJECT NO. 26-004**

ARTICLE 3 – ENGINEER

3.01 The part of the Project that pertains to the Work has been designed by the City of Liberty, 101 E. Kansas Street, Liberty, MO 64068.

3.02 The Owner has retained the office of the City Engineer of the City of Liberty ("Engineer") to act as Owner's representative, assume all duties and responsibilities, and have the rights and authority assigned to Engineer in the Contract Documents in connection with the completion of the Work in accordance with the Contract Documents.

ARTICLE 4 – CONTRACT TIMES

4.01 *Time of the Essence*

A. All time limits for Milestones, if any, Substantial Completion, and completion and readiness for final payment as stated in the Contract Documents are of the essence of the Contract.

4.02 *Contract Times: Days*

A. Contractor shall complete the work in accordance with the contract documents between the dates of NTP and September 26, 2026. City shall be notified of the start date a minimum of two weeks prior to the start date of construction.

B. Earliest Construction Start Date…… Upon Issuance of Notice to Proceed

C. Latest Substantial Completion:……September 12, 2026

D. Latest Final Completion Date……September 26, 2026

E. Parts of the Work shall be substantially or final completed on or before the following Milestone(s):

1. Milestone 1 – Surface Paving. Surface Paving of street segment must be completed within 7-week days of completion of removal of surface paving of said street segment.

2. Milestone 2 - Permanent Pavement Markings. Permanent Paving Markings of street segment must be completed within 14-week days of completion of final surface paving of said street segment.

3. Milestone 3 – Restoration of Yards. Yards disrupted during construction must be restored within 14-week days of the disruption.

4.03 *Liquidated Damages*

A. Contractor and Owner recognize that time is of the essence as stated in Paragraph 4.01 above and that Owner will suffer financial and other losses if the Work is not completed and Milestones not achieved within the times specified in Paragraph 4.02 above, plus any extensions thereof allowed in accordance with the Contract. The parties also recognize the delays, expense, and difficulties involved in proving in a legal or arbitration proceeding the actual loss suffered by Owner if the Work is not completed on time. Accordingly, instead of requiring any such proof, Owner and Contractor agree that as liquidated damages for delay (but not as a penalty):

1. Substantial Completion: Contractor shall pay Owner $500 for each day that expires after the time (as duly adjusted pursuant to the Contract) specified in Paragraph 4.02.A above for Substantial Completion until the Work is substantially complete.

2. Completion of Remaining Work: After Substantial Completion, if Contractor shall neglect, refuse, or fail to complete the remaining Work within the Contract Times (as duly adjusted pursuant to the Contract) for completion and readiness for final payment, Contractor shall pay Owner $500 for each day that expires after such time until the Work is completed and ready for final payment.

3. Liquidated damages for failing to timely attain Substantial Completion and final completion are not additive and will not be imposed concurrently.

4. Milestones: Contractor shall pay Owner $100 for each day that expires after the time (as duly adjusted pursuant to the Contract) specified above for achievement of each stated Milestone, until stated Milestone is achieved.

4.04 *Coordination with Other Entities*

A. Spire Energy

1. Contractor shall not plan/commence work on Liberty Dr. prior to the first week of July to avoid conflicts with planned Spire Energy work.

B. Concrete Flatwork Contractor

1. Contractor shall be required to coordinate with the City's Concrete Flatwork Contractor. City's Concrete Flatwork Contractor shall also be required to coordinate with Contractor.

ARTICLE 5 – CONTRACT PRICE

5.01 Owner shall pay Contractor for completion of the Work in accordance with the Contract Documents the amounts that follow, subject to adjustment under the Contract:

A. For all Work other than Unit Price Work, a lump sum of: $N/A.

All specific cash allowances are included in the above price in accordance with Paragraph 13.02 of the General Conditions.

B. For all Unit Price Work, an amount equal to the sum of the extended prices (established for each separately identified item of Unit Price Work by multiplying the unit price times the actual quantity of that item): **$1,952,790.90**.

The extended prices for Unit Price Work set forth as of the Effective Date of the Contract are based on estimated quantities. As provided in Paragraph 13.03 of the General Conditions, estimated quantities are not guaranteed, and determinations of actual quantities and classifications are to be made by Engineer.

C. Total of Lump Sum Amount and Unit Price Work (subject to final Unit Price adjustment) $N/A**.**

D. For all Work, at the prices stated in Contractor's Bid, attached hereto as an exhibit.

ARTICLE 6 – PAYMENT PROCEDURES

6.01 *Submittal and Processing of Payments*

A. Contractor shall submit Applications for Payment in accordance with Article 15 of the General Conditions. Applications for Payment will be processed by Engineer as provided in the General Conditions.

6.02 *Progress Payments; Retainage*

A. Owner shall make progress payments on account of the Contract Price on the basis of Contractor's Applications for Payment on or about the 1st day of each month during performance of the Work as provided in Paragraph 6.02.A.1 below, provided that such Applications for Payment have been submitted in a timely manner and otherwise meet the requirements of the Contract. All such payments will be measured by the Schedule of Values established as provided in the General Conditions (and in the case of Unit Price Work based on the number of units completed) or, in the event there is no Schedule of Values, as provided elsewhere in the Contract.

1. Prior to Substantial Completion, progress payments will be made in an amount equal to the percentage indicated below but, in each case, less the aggregate of payments previously made and less such amounts as Owner may withhold, including but not limited to liquidated damages, in accordance with the Contract

a. 95 percent of Work completed (with the balance being retainage). If the Work has been 50 percent completed as determined by Engineer, and if the character and progress of the Work have been satisfactory to Owner and Engineer, then as long as the character and progress of the Work remain satisfactory to Owner and Engineer, there will be no additional retainage; and

b. 95 percent of cost of materials and equipment not incorporated in the Work (with the balance being retainage).

B. Upon Substantial Completion, Owner shall pay an amount sufficient to increase total payments to Contractor to 95 percent of the Work completed, less such amounts set off by Owner pursuant to Paragraph 15.01.E of the General Conditions, and less 200 percent of Engineer's estimate of the value of Work to be completed or corrected as shown on the punch list of items to be completed or corrected prior to final payment.

6.03 *Final Payment*

A. Upon final completion and acceptance of the Work in accordance with Paragraph 15.06 of the General Conditions, Owner shall pay the remainder of the Contract Price as recommended by Engineer as provided in said Paragraph 15.06.

ARTICLE 7 – INTEREST

7.01 All amounts not paid when due shall bear interest at the rate of *0* percent per annum.

ARTICLE 8 – CONTRACTOR'S REPRESENTATIONS

8.01 In order to induce Owner to enter into this Contract, Contractor makes the following representations:

A. Contractor has examined and carefully studied the Contract Documents, and any data and reference items identified in the Contract Documents.

B. Contractor has visited the Site, conducted a thorough, alert visual examination of the Site and adjacent areas, and become familiar with and is satisfied as to the general, local, and Site conditions that may affect cost, progress, and performance of the Work.

C. Contractor is familiar with and is satisfied as to all Laws and Regulations that may affect cost, progress, and performance of the Work.

D. Contractor has carefully studied all, if any,: (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. Contractor has considered the information known to Contractor itself; information commonly known to contractors doing business in the locality of the Site; information and observations obtained from visits to the Site; the Contract Documents; and the Site-related reports and drawings identified in the Contract Documents, if any, 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 Contractor; and (3) Contractor's safety precautions and programs.

F. Based on the information and observations referred to in the preceding paragraph, Contractor agrees that no further examinations, investigations, explorations, tests, studies, or data are necessary for the performance of the Work at the Contract Price, within the Contract Times, and in accordance with the other terms and conditions of the Contract.

G. Contractor 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 Contract Documents.

H. Contractor has given Engineer written notice of all conflicts, errors, ambiguities, or discrepancies that Contractor has discovered in the Contract Documents, and the written resolution thereof by Engineer is acceptable to Contractor.

I. The Contract Documents are generally sufficient to indicate and convey understanding of all terms and conditions for performance and furnishing of the Work.

J. Contractor's entry into this Contract constitutes an incontrovertible representation by Contractor that without exception all prices in the Agreement are premised upon performing and furnishing the Work required by the Contract Documents.

K. Contractor currently possesses the in-house capability, or will have the in-house capability prior to the commencement of Work hereunder, to perform not less than thirty five percent (35%) of all Work required to be performed on the project by Contractor by and through employees in the direct employ of Contractor without any reliance upon or utilization of subcontractors by Contractor from the time of commencement of Work hereunder and at all such times thereafter, Contractor shall continue to maintain such in-house capability to perform the above-stated percentage of the Work without any reliance upon or utilization of subcontractors.

ARTICLE 9 – CONTRACT DOCUMENTS

9.01 *Contents*

A. The Contract Documents consist of the following:

1. Prevailing Wage (section C-470, inclusive).
2. MO Annual Wage Order No. 32 (section C-471, inclusive).
3. This Agreement (section C-520, inclusive).
4. Performance and Maintenance bond (section C-610, inclusive).
5. Payment bond (section C-615, inclusive).
6. General Conditions (section C-700, inclusive).
7. Supplementary Conditions (section C-800, inclusive).
8. Job Special Conditions (section C-810, inclusive).
9. Specifications as listed in the table of contents of the Project Manual.
10. Addenda (numbers __, inclusive).
11. Exhibits to this Agreement (enumerated as follows):
    a. Contractor's Bid (section C-410, inclusive).
    b. Exhibit A – Debarment and Suspension Form
    c. Exhibit B – Anti Discrimination Against Israel Act Certification
    d. Exhibit C – Project Location Map
12. The following which may be delivered or issued on or after the Effective Date of the Contract and are not attached hereto:
    a. Notice to Proceed.
    b. Work Change Directives.
    c. Change Orders.
    d. Field Orders.

B. The documents listed in Paragraph 9.01.A are attached to this Agreement (except as expressly noted otherwise above).

C. There are no Contract Documents other than those listed above in this Article 9.

D. The Contract Documents may only be amended, modified, or supplemented as provided in the General Conditions.

ARTICLE 10 – MISCELLANEOUS

10.01 *Terms*

A. Terms used in this Agreement will have the meanings stated in the General Conditions and the Supplementary Conditions.

10.02 *Assignment of Contract*

A. Unless expressly agreed to elsewhere in the Contract, no assignment by a party hereto of any rights under or interests in the Contract will be binding on another party hereto without the written consent of the party sought to be bound; and, specifically but without limitation, money that may become due and money that is due may not be assigned without such consent (except to the extent that the effect of this restriction may be limited by law), and unless specifically stated to the contrary in any written consent to an assignment, no assignment will release or discharge the assignor from any duty or responsibility under the Contract Documents.

10.03 *Successors and Assigns*

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

10.04 *Severability*

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

10.05 *Contractor's Certifications*

A. Contractor certifies that it has not engaged in corrupt, fraudulent, collusive, or coercive practices in competing for or in executing the Contract. For the purposes of this Paragraph 10.05:

1. "corrupt practice" means the offering, giving, receiving, or soliciting of anything of value likely to influence the action of a public official in the bidding process or in the Contract execution;

2. "fraudulent practice" means an intentional misrepresentation of facts made (a) to influence the bidding process or the execution of the Contract to the detriment of Owner, (b) to establish Bid or Contract 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 execution of the Contract.

10.06 *General Conditions*

A. Owner stipulates that the General Conditions that are made a part of this Contract are based on EJCDC® C-700, Standard General Conditions for the Construction Contract, published by the Engineers Joint Contract Documents Committee®, and if Owner is the party that has furnished said General Conditions, then Owner has plainly shown all modifications to the standard wording of such published document to the Contractor, through a process such as highlighting or “track changes” (redline/strikeout), or in the Supplementary Conditions.

10.07 *Indemnification*

A. The Contractor hereby expressly binds himself, herself, or itself to indemnify and save harmless the City and its officers and employees for any and all expenses, including reasonable attorney's fees, and against all damages, losses, claims, suites or actions of every kind and nature asserted, brought or which may be brought, asserted, incurred or sustained by any person, firm, or corporation, or persons, firms or corporations, in connection with or on account of the Contractor's work or in consequence of any negligence in connection with same, or on account of any poor workmanship, or on account of any act of commission or omission of the Contractor or his, her, its, or their subcontractors, agents or employees, or in connection with or on account of any other cause arising during the course of and related to construction, irrespective of the responsibility of third parties therefore.

B. The Contractor shall further indemnify the City of Liberty for any and all expenses, including reasonable attorney's fees, incurred in the City's pursuing any remedial action required to correct deficiencies in the work on account of poor workmanship, the negligence or any act of omission of the Contractor or his, her, its, or their subcontracts, agents or employees.

C. The City may retain from any payment due or to become due the Contractor such sums as are deemed necessary to protect its interests until all such claims or suits have been settled or disposed of and suitable evidence to that effect furnished to the City.

IN WITNESS WHEREOF, Owner and Contractor have signed this Agreement.

This Agreement will be effective on _____(which is the Effective Date of the Contract).

OWNER: **City of Liberty, Missouri**

_____

By: _____

Title: _____

Attest: _____

Title: _____

Address for giving notices:

_____

_____

_____

(If Owner is a corporation, attach evidence of authority to sign. If Owner is a public body, attach evidence of authority to sign and resolution or other documents authorizing execution of this Agreement.)

CONTRACTOR:

Tandem Paving Co, Inc.

By: _____ C.K. Smith

Title: Vice President

(If Contractor is a corporation, a partnership, or a joint venture, attach evidence of authority to sign.)

Attest: _____ David D. Smith, IV

Title: President

Address for giving notices:

Tandem Paving Co, Inc.

Attn: C.K. Smith

PO Box 1417, Blue Springs, MO 64013

License No.: _____
(where applicable)

CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY): 2/19/2026

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
The Baldwin Group Specialty Industry, LLC
450 7th Ave, Ste 400
New York NY 10123

License#: 81-5312874
TANDPAV-01

CONTACT NAME: Mike Zirpoli
PHONE (A/C, No, Ext): 646-625-7100 **FAX (A/C, No):** 908-566-1020
E-MAIL ADDRESS: certs.construction@baldwin.com

INSURER(S) AFFORDING COVERAGE	NAIC #
INSURER A : Phoenix Insurance Company	25623
INSURER B : Travelers Casualty & Surety Co	19038
INSURER C : Travelers Casualty Insurance C	19046
INSURER D : Midwest Builders' Casualty Mut	13126
INSURER E :	
INSURER F :	

INSURED
Tandem Paving Co., Inc.
617 SE Industrial Drive
Blue Springs, MO 64014

COVERAGES **CERTIFICATE NUMBER:** 1919948501 **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			DT-CO-8W814461-PHX-26	2/1/2026	2/1/2027	EACH OCCURRENCE	$ 1,000,000
	CLAIMS-MADE X OCCUR						DAMAGE TO RENTED PREMISES (Ea occurrence)	$ 300,000
							MED EXP (Any one person)	$ 5,000
							PERSONAL & ADV INJURY	$ 1,000,000
	GEN'L AGGREGATE LIMIT APPLIES PER:						GENERAL AGGREGATE	$ 2,000,000
	POLICY X PRO-JECT LOC						PRODUCTS - COMP/OP AGG	$ 2,000,000
	OTHER:							$
B	AUTOMOBILE LIABILITY			810-8W814829-26-2S-G	2/1/2026	2/1/2027	COMBINED SINGLE LIMIT (Ea accident)	$ 1,000,000
	X ANY AUTO						BODILY INJURY (Per person)	$
	X OWNED AUTOS ONLY; SCHEDULED AUTOS						BODILY INJURY (Per accident)	$
	X HIRED AUTOS ONLY; NON-OWNED AUTOS ONLY						PROPERTY DAMAGE (Per accident)	$
								$
C	X UMBRELLA LIAB X OCCUR			CUP-8W829996-26-2S	2/1/2026	2/1/2027	EACH OCCURRENCE	$ 1,000,000
	EXCESS LIAB CLAIMS-MADE						AGGREGATE	$ 1,000,000
	DED X RETENTION $ 10,000							$
D	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY Y/N			WC100-0003081-2026A	2/1/2026	2/1/2027	X PER STATUTE OTH-ER	
	ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? N	N/A					E.L. EACH ACCIDENT	$ 1,000,000
	(Mandatory in NH)						E.L. DISEASE - EA EMPLOYEE	$ 1,000,000
	If yes, describe under DESCRIPTION OF OPERATIONS below						E.L. DISEASE - POLICY LIMIT	$ 1,000,000

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)
Re: Project # - 26-004 | Project name: 2026 Street Maintenance Pavement Restoration
City of Liberty are additional insured where required by written contract.

CERTIFICATE HOLDER

City of Liberty
101 E Kansas St
Liberty MO 64068

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

© 1988-2015 ACORD CORPORATION. All rights reserved.

The ACORD name and logo are registered marks of ACORD

Form **W-9**
(Rev. October 2018)
Department of the Treasury
Internal Revenue Service

Request for Taxpayer Identification Number and Certification

▶ Go to *www.irs.gov/FormW9* for instructions and the latest information.

Give Form to the requester. Do not send to the IRS.

Print or type. See Specific Instructions on page 3.

1 Name (as shown on your income tax return). Name is required on this line; do not leave this line blank.

Tandem Paving Co., Inc.

2 Business name/disregarded entity name, if different from above

3 Check appropriate box for federal tax classification of the person whose name is entered on line 1. Check only **one** of the following seven boxes.

☐ Individual/sole proprietor or single-member LLC ☑ C Corporation ☐ S Corporation ☐ Partnership ☐ Trust/estate

☐ Limited liability company. Enter the tax classification (C=C corporation, S=S corporation, P=Partnership) ▶ _____

Note: Check the appropriate box in the line above for the tax classification of the single-member owner. Do not check LLC if the LLC is classified as a single-member LLC that is disregarded from the owner unless the owner of the LLC is another LLC that is **not** disregarded from the owner for U.S. federal tax purposes. Otherwise, a single-member LLC that is disregarded from the owner should check the appropriate box for the tax classification of its owner.

☐ Other (see instructions) ▶

4 Exemptions (codes apply only to certain entities, not individuals; see instructions on page 3):

Exempt payee code (if any) _____

Exemption from FATCA reporting code (if any) _____

(Applies to accounts maintained outside the U.S.)

5 Address (number, street, and apt. or suite no.) See instructions.

P.O. Box 1417

Requester's name and address (optional)

6 City, state, and ZIP code

Blue Springs, MO 64013

7 List account number(s) here (optional)

Part I Taxpayer Identification Number (TIN)

Enter your TIN in the appropriate box. The TIN provided must match the name given on line 1 to avoid backup withholding. For individuals, this is generally your social security number (SSN). However, for a resident alien, sole proprietor, or disregarded entity, see the instructions for Part I, later. For other entities, it is your employer identification number (EIN). If you do not have a number, see *How to get a TIN*, later.

Note: If the account is in more than one name, see the instructions for line 1. Also see *What Name and Number To Give the Requester* for guidelines on whose number to enter.

Social security number

			–			–				

or

Employer identification number

4	3	–	0	9	9	8	8	4	9

Part II Certification

Under penalties of perjury, I certify that:

1. The number shown on this form is my correct taxpayer identification number (or I am waiting for a number to be issued to me); and
2. I am not subject to backup withholding because: (a) I am exempt from backup withholding, or (b) I have not been notified by the Internal Revenue Service (IRS) that I am subject to backup withholding as a result of a failure to report all interest or dividends, or (c) the IRS has notified me that I am no longer subject to backup withholding; and
3. I am a U.S. citizen or other U.S. person (defined below); and
4. The FATCA code(s) entered on this form (if any) indicating that I am exempt from FATCA reporting is correct.

Certification instructions. You must cross out item 2 above if you have been notified by the IRS that you are currently subject to backup withholding because you have failed to report all interest and dividends on your tax return. For real estate transactions, item 2 does not apply. For mortgage interest paid, acquisition or abandonment of secured property, cancellation of debt, contributions to an individual retirement arrangement (IRA), and generally, payments other than interest and dividends, you are not required to sign the certification, but you must provide your correct TIN. See the instructions for Part II, later.

Sign Here | **Signature of U.S. person** ▶ [signature] **Date** ▶ 5/29/2020

General Instructions

Section references are to the Internal Revenue Code unless otherwise noted.

Future developments. For the latest information about developments related to Form W-9 and its instructions, such as legislation enacted after they were published, go to *www.irs.gov/FormW9.*

Purpose of Form

An individual or entity (Form W-9 requester) who is required to file an information return with the IRS must obtain your correct taxpayer identification number (TIN) which may be your social security number (SSN), individual taxpayer identification number (ITIN), adoption taxpayer identification number (ATIN), or employer identification number (EIN), to report on an information return the amount paid to you, or other amount reportable on an information return. Examples of information returns include, but are not limited to, the following.

- Form 1099-INT (interest earned or paid)
- Form 1099-DIV (dividends, including those from stocks or mutual funds)
- Form 1099-MISC (various types of income, prizes, awards, or gross proceeds)
- Form 1099-B (stock or mutual fund sales and certain other transactions by brokers)
- Form 1099-S (proceeds from real estate transactions)
- Form 1099-K (merchant card and third party network transactions)
- Form 1098 (home mortgage interest), 1098-E (student loan interest), 1098-T (tuition)
- Form 1099-C (canceled debt)
- Form 1099-A (acquisition or abandonment of secured property)

Use Form W-9 only if you are a U.S. person (including a resident alien), to provide your correct TIN.

If you do not return Form W-9 to the requester with a TIN, you might be subject to backup withholding. See What is backup withholding, *later.*

Bonding & Insurance Solutions
108 SE Eastridge Street
Lee's Summit, MO 64063

February 17th, 2026

Re: Bond No. 7200000 – Tandem Paving Co., Inc.–

City of Liberty, MO

2026 Street Maintenance Pavement Restoration

To Whom It May Concern:

Please be advised that I, Nicole M. Johnson, acting as Attorney-in-Fact for Developers Surety and Indemnity Company, grant the City of Liberty, MO permission to date the (2) copies of the executed Contract Bonds, and Power of Attorney the same date as the execution date of the Contract Agreement.

Once the Contract and Bonds have been executed, I will need to receive and executed copy of both, to the email address listed below.

Nikki.Johnson@Bondingsolutionsllc.com

Please let me know if any questions.

Sincerely,

Nicole M. Johnson

Nicole M. Johnson
Attorney-In-Fact
Developers Surety and Indemnity Company
Bonding and Insurance Solutions
108 SE Eastridge Street
Lee's Summit, MO 64063
(816) 944-2233
Nikki.Johnson@Bondingsolutionsllc.com

PERFORMANCE AND MAINTENANCE BOND

CONTRACTOR *(name and address)*:
Tandem Paving Co, Inc
617 SE Industrial Drive
Blue Springs MO 64014

SURETY *(name and address of principal place of business)*:
Developers Surety and Indemnity Company
1 Park Plaza, Suite 800
Irvine, CA 92614

OWNER *(name and address)*:
City of Liberty Missouri
101 East Kansas Street
Liberty MO 64068

CONSTRUCTION CONTRACT
Effective Date of the Agreement:
Amount: $1,952,790.90-One Million Nine Hundred Fifty Two Thousand Seven Hundred Ninety Dollars and 90/100
Description *(name and location)*: 2026 Street Maintenance Pavement Restoration

BOND
Bond Number: 7200000
Date *(not earlier than the Effective Date of the Agreement of the Construction Contract)*:
Amount: $1,952,790.90-One Million Nine Hundred Fifty Two Thousand Seven Hundred Ninety Dollars and 90/100
Modifications to this Bond Form: [x] 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

Tandem Paving Co, Inc *(seal)*
Contractor's Name and Corporate Seal

By: _____
Signature

C. K. Smith
Print Name

Vice President
Title

Attest: _____
Signature

President
Title

SURETY

Developers Surety and Indemnity Company *(seal)*
Surety's Name and Corporate Seal

By: Nicole M. Johnson
Signature *(attach power of attorney)*

Nicole M Johnson
Print Name

Attorney-In-Fact
Title

Attest: _____
Signature

Witness
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:

PAYMENT BOND

CONTRACTOR *(name and address)*:
Tandem Paving Co, Inc
617 SE Industrial Drive
Blue Springs MO 64014

SURETY *(name and address of principal place of business)*:
Developers Surety and Indemnity Company
1 Park Plaza, Suite 800
Irvine CA 92614

OWNER *(name and address)*:
City of Liberty Missouri
101 East Kansas Street
Liberty MO 64068

CONSTRUCTION CONTRACT
Effective Date of the Agreement:
Amount: $1,952,790.90-One Million Nine Hundred Fifty Two Thousand Seven Hundred Ninety Dollars and 90/100
Description *(name and location)*: 2026 Street Maintenance Pavement Restoration

BOND
Bond Number: 7200000
Date *(not earlier than the Effective Date of the Agreement of the Construction Contract)*:
Amount: $1,952,790.90-One Million Nine Hundred Fifty Two Thousand Seven Hundred Ninety Dollars and 90/100
Modifications to this Bond Form: [x] 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

Tandem Paving Co, Inc *(seal)*
Contractor's Name and Corporate Seal

By: _____
Signature

C.K. Smith
Print Name

Vice President
Title

Attest: _____
Signature

President
Title

SURETY

Developers Surety and Indemnity Company *(seal)*
Surety's Name and Corporate Seal

By: Nicole M Johnson
Signature *(attach power of attorney)*

Nicole M Johnson
Print Name

Attorney-In-Fact
Title

Attest: _____
Signature

Witness
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:

POWER OF ATTORNEY FOR
COREPOINTE INSURANCE COMPANY
DEVELOPERS SURETY AND INDEMNITY COMPANY
59 Maiden Lane, 43rd Floor, New York, NY 10038
(212) 220-7120

KNOW ALL BY THESE PRESENTS that, except as expressly limited herein, COREPOINTE INSURANCE COMPANY and DEVELOPERS SURETY AND INDEMNITY COMPANY, do hereby make, constitute and appoint:

Nicole Johnson, Rodney Paddock, Eric Dedovesh and Nathan Paddock, of Lee's Summit, MO

as its true and lawful Attorney-in-Fact, to make, execute, deliver and acknowledge, for and on behalf of said companies, as sureties, bonds, undertakings and contracts of suretyship giving and granting unto said Attorney-in-Fact full power and authority to do and to perform every act necessary, requisite or proper to be done in connection therewith as each of said company could do, but reserving to each of said company full power of substitution and revocation, and all of the acts of said Attorney-in-Fact, pursuant to these presents, are hereby ratified and confirmed. This Power of Attorney is effective February 10, 2026.

This Power of Attorney is granted and is signed under and by authority of the following resolutions adopted by the Board of Directors of COREPOINTE INSURANCE COMPANY and DEVELOPERS SURETY AND INDEMNITY COMPANY (collectively, "Company") on February 10, 2023.

RESOLVED, that Sam Zaza, President, Surety Underwriting, James Bell, Vice President, Surety Underwriting, and Craig Dawson, Executive Underwriter, Surety, each an employee of AmTrust North America, Inc., an affiliate of the Company (the "Authorized Signors"), are hereby authorized to execute a Power of Attorney, qualifying attorney(s)-in-fact named in the Power of Attorney to execute, on behalf of the Company, bonds, undertakings and contracts of suretyship, or other suretyship obligations; and that the Secretary or any Assistant Secretary of the Company be, and each of them hereby is, authorized to attest the execution of any such Power of Attorney.

RESOLVED, that the signature of any one of the Authorized Signors and the Secretary or any Assistant Secretary of the Company, and the seal of the Company must be affixed to any such Power of Attorney, and any such signature or seal may be affixed by facsimile, and such Power of Attorney shall be valid and binding upon the Company when so affixed and in the future with respect to any bond, undertaking or contract of suretyship to which it is attached.

IN WITNESS WHEREOF, COREPOINTE INSURANCE COMPANY and DEVELOPERS SURETY AND INDEMNITY COMPANY have caused these presents to be signed by the Authorized Signor and attested by their Secretary or Assistant Secretary this August 7, 2024.

By: Sam Zaza

Printed Name: Sam Zaza

Title: President, Surety Underwriting

COREPOINTE INSURANCE COMPANY CORPORATE SEAL DELAWARE

DEVELOPERS SURETY AND INDEMNITY COMPANY INCORPORATED 1936 CALIFORNIA

ACKNOWLEDGEMENT:

A notary public or other officer completing this certificate verifies only the identity of the individual who signed the document to which this certificate is attached, and not the truthfulness, accuracy, or validity of that document.

STATE OF California COUNTY OF Orange

On this 7 day of August, 2024, before me, Hoang-Quyen Phu Pham, personally appeared Sam Zaza, who proved to me on the basis of satisfactory evidence to be the person whose name is subscribed to within the instrument and acknowledged to me that they executed the same in their authorized capacity, and that by the signature on the instrument the entities upon behalf which the person acted, executed this instrument.

I certify, under penalty of perjury, under the laws of the State of California that the foregoing paragraph is true and correct.

WITNESS my hand and official seal.

Signature

HOANG-QUYEN P. PHAM
Notary Public - California
Orange County
Commission # 2432970
My Comm. Expires Dec 31, 2026

CORPORATE CERTIFICATION

The undersigned, the Secretary or Assistant Secretary of COREPOINTE INSURANCE COMPANY and DEVELOPERS SURETY AND INDEMNITY COMPANY, does hereby certify that the provisions of the resolutions of the respective Boards of Directors of said corporations set forth in this Power of Attorney are in force as of the date of this Certification.

This Certification is executed in the City of Cleveland, Ohio, this August 2, 2024.

By: DocuSigned by: Janie Clark 876B6D3E22384A8... Janie Clark, Assistant Secretary

Ed. 0824

Docusign Envelope ID: 5AB920B9-227B-46CB-BD53-C0E3A05A3E46

Signed and sealed this day of ,

STANDARD GENERAL CONDITIONS OF THE CONSTRUCTION CONTRACT

TABLE OF CONTENTS

Page

ARTICLE 1 – Definitions and Terminology 6

1.01 Defined Terms 6

1.02 Terminology 10

ARTICLE 2 – Preliminary Matters 11

2.01 Delivery of Bonds and Evidence of Insurance 11

2.02 Copies of Documents 11

2.03 Before Starting Construction 11

2.04 Preconstruction Conference; Designation of Authorized Representatives 12

2.05 Initial Acceptance of Schedules 12

2.06 Electronic Transmittals 12

ARTICLE 3 – Documents: Intent, Requirements, Reuse 13

3.01 Intent 13

3.02 Reference Standards 13

3.03 Reporting and Resolving Discrepancies 14

3.04 Requirements of the Contract Documents 14

3.05 Reuse of Documents 15

ARTICLE 4 – Commencement and Progress of the Work 15

4.01 Commencement of Contract Times; Notice to Proceed 15

4.02 Starting the Work 15

4.03 Reference Points 15

4.04 Progress Schedule 16

4.05 Delays in Contractor's Progress 16

ARTICLE 5 – Availability of Lands; Subsurface and Physical Conditions; Hazardous Environmental Conditions 17

5.01 Availability of Lands 17

5.02 Use of Site and Other Areas 17

5.03 Subsurface and Physical Conditions 18

5.04 Differing Subsurface or Physical Conditions 19

5.05 Underground Facilities 20

5.06 Hazardous Environmental Conditions at Site 22
ARTICLE 6 – Bonds and Insurance 24
6.01 Performance, Payment, and Other Bonds 24
6.02 Insurance—General Provisions 24
6.03 Contractor's Insurance 26
6.04 Owner's Liability Insurance 28
6.05 Property Insurance 28
6.06 Waiver of Rights 30
6.07 Receipt and Application of Property Insurance Proceeds 31
ARTICLE 7 – Contractor's Responsibilities 31
7.01 Supervision and Superintendence 31
7.02 Labor; Working Hours 31
7.03 Services, Materials, and Equipment 32
7.04 "Or Equals" 32
7.05 Substitutes 33
7.06 Concerning Subcontractors, Suppliers, and Others 35
7.07 Patent Fees and Royalties 36
7.08 Permits 37
7.09 Taxes 37
7.10 Laws and Regulations 37
7.11 Record Documents 38
7.12 Safety and Protection 38
7.13 Safety Representative 39
7.14 Hazard Communication Programs 39
7.15 Emergencies 39
7.16 Shop Drawings, Samples, and Other Submittals 39
7.17 Contractor's General Warranty and Guarantee 41
7.18 Indemnification 42
7.19 Delegation of Professional Design Services 43
ARTICLE 8 – Other Work at the Site 43
8.01 Other Work 43
8.02 Coordination 44
8.03 Legal Relationships 44
ARTICLE 9 – Owner's Responsibilities 45

9.01 Communications to Contractor 45
9.02 Replacement of Engineer 46
9.03 Furnish Data 46
9.04 Pay When Due 46
9.05 Lands and Easements; Reports, Tests, and Drawings 46
9.06 Insurance 46
9.07 Change Orders 46
9.08 Inspections, Tests, and Approvals 46
9.09 Limitations on Owner's Responsibilities 46
9.10 Undisclosed Hazardous Environmental Condition 46
9.11 Evidence of Financial Arrangements 46
9.12 Safety Programs 47
ARTICLE 10 – Engineer's Status During Construction 47
10.01 Owner's Representative 47
10.02 Visits to Site 47
10.03 Project Representative 47
10.04 Rejecting Defective Work 47
10.05 Shop Drawings, Change Orders and Payments 48
10.06 Determinations for Unit Price Work 48
10.07 Decisions on Requirements of Contract Documents and Acceptability of Work 48
10.08 Limitations on Engineer's Authority and Responsibilities 48
10.09 Compliance with Safety Program 49
ARTICLE 11 – Amending the Contract Documents; Changes in the Work 49
11.01 Amending and Supplementing Contract Documents 49
11.02 Owner-Authorized Changes in the Work 49
11.03 Unauthorized Changes in the Work 50
11.04 Change of Contract Price 50
11.05 Change of Contract Times 51
11.06 Change Proposals 51
11.07 Execution of Change Orders 52
11.08 Notification to Surety 52
ARTICLE 12 – Claims 53
12.01 Claims 53
ARTICLE 13 – Cost of the Work; Allowances; Unit Price Work 54

13.01 Cost of the Work 54
13.02 Allowances 56
13.03 Unit Price Work 57
ARTICLE 14 – Tests and Inspections; Correction, Removal or Acceptance of Defective Work 57
14.01 Access to Work 57
14.02 Tests, Inspections, and Approvals 58
14.03 Defective Work 58
14.04 Acceptance of Defective Work 59
14.05 Uncovering Work 59
14.06 Owner May Stop the Work 60
14.07 Owner May Correct Defective Work 60
ARTICLE 15 – Payments to Contractor; Set-Offs; Completion; Correction Period 61
15.01 Progress Payments 61
15.02 Contractor's Warranty of Title 64
15.03 Substantial Completion 64
15.04 Partial Use or Occupancy 65
15.05 Final Inspection 65
15.06 Final Payment 65
15.07 Waiver of Claims 67
15.08 Correction Period 67
ARTICLE 16 – Suspension of Work and Termination 68
16.01 Owner May Suspend Work 68
16.02 Owner May Terminate for Cause 68
16.03 Owner May Terminate For Convenience 69
16.04 Contractor May Stop Work or Terminate 69
ARTICLE 17 – Final Resolution of Disputes 70
17.01 Methods and Procedures 70
ARTICLE 18 – Miscellaneous 70
18.01 Giving Notice 70
18.02 Computation of Times 70
18.03 Cumulative Remedies 70
18.04 Limitation of Damages 71
18.05 No Waiver 71
18.06 Survival of Obligations 71

18.07 Controlling Law 71
18.08 Headings 71

ARTICLE 1 – DEFINITIONS AND TERMINOLOGY

1.01 *Defined Terms*

A. Wherever used in the Bidding Requirements or Contract Documents, a term printed with initial capital letters, including the term's singular and plural forms, will have the meaning indicated in the definitions below. In addition to terms specifically defined, terms with initial capital letters in the Contract Documents include references to identified articles and paragraphs, and the titles of other documents or forms.

1. *Addenda*—Written or graphic instruments issued prior to the opening of Bids which clarify, correct, or change the Bidding Requirements or the proposed Contract Documents.

2. *Agreement*—The written instrument, executed by Owner and Contractor, that sets forth the Contract Price and Contract Times, identifies the parties and the Engineer, and designates the specific items that are Contract Documents.

3. *Application for Payment*—The form acceptable to Engineer which is to be used by Contractor during the course of the Work in requesting progress or final payments and which is to be accompanied by such supporting documentation as is required by the Contract Documents.

4. *Bid*—The offer of a Bidder submitted on the prescribed form setting forth the prices for the Work to be performed.

5. *Bidder*—An individual or entity that submits a Bid to Owner.

6. *Bidding Documents*—The Bidding Requirements, the proposed Contract Documents, and all Addenda.

7. *Bidding Requirements*—The advertisement or invitation to bid, Instructions to Bidders, Bid Bond or other Bid security, if any, the Bid Form, and the Bid with any attachments.

8. *Change Order*—A document which is signed by Contractor and Owner and authorizes an addition, deletion, or revision in the Work or an adjustment in the Contract Price or the Contract Times, or other revision to the Contract, issued on or after the Effective Date of the Contract.

9. *Change Proposal*—A written request by Contractor, duly submitted in compliance with the procedural requirements set forth herein, seeking an adjustment in Contract Price or Contract Times, or both; contesting an initial decision by Engineer concerning the requirements of the Contract Documents or the acceptability of Work under the Contract Documents; challenging a set-off against payments due; or seeking other relief with respect to the terms of the Contract.

10. *Claim*—(a) A demand or assertion by Owner directly to Contractor, duly submitted in compliance with the procedural requirements set forth herein: seeking an adjustment of Contract Price or Contract Times, or both; contesting an initial decision by Engineer concerning the requirements of the Contract Documents or the acceptability of Work under the Contract Documents; contesting Engineer's decision regarding a Change Proposal; seeking resolution of a contractual issue that Engineer has declined to address; or seeking other relief with respect to the terms of the Contract; or (b) a demand or assertion by Contractor directly to Owner, duly submitted in compliance with the procedural requirements set forth herein, contesting Engineer's decision

regarding a Change Proposal; or seeking resolution of a contractual issue that Engineer has declined to address. A demand for money or services by a third party is not a Claim.

11. *Constituent of Concern*—Asbestos, petroleum, radioactive materials, polychlorinated biphenyls (PCBs), hazardous waste, and any substance, product, waste, or other material of any nature whatsoever that is or becomes listed, regulated, or addressed pursuant to (a) the Comprehensive Environmental Response, Compensation and Liability Act, 42 U.S.C. §§9601 et seq. ("CERCLA"); (b) the Hazardous Materials Transportation Act, 49 U.S.C. §§5101 et seq.; (c) the Resource Conservation and Recovery Act, 42 U.S.C. §§6901 et seq. ("RCRA"); (d) the Toxic Substances Control Act, 15 U.S.C. §§2601 et seq.; (e) the Clean Water Act, 33 U.S.C. §§1251 et seq.; (f) the Clean Air Act, 42 U.S.C. §§7401 et seq.; or (g) any other federal, state, or local statute, law, rule, regulation, ordinance, resolution, code, order, or decree regulating, relating to, or imposing liability or standards of conduct concerning, any hazardous, toxic, or dangerous waste, substance, or material.
12. *Contract*—The entire and integrated written contract between the Owner and Contractor concerning the Work.
13. *Contract Documents*—Those items so designated in the Agreement, and which together comprise the Contract.
14. *Contract Price*—The money that Owner has agreed to pay Contractor for completion of the Work in accordance with the Contract Documents. .
15. *Contract Times*—The number of days or the dates by which Contractor shall: (a) achieve Milestones, if any; (b) achieve Substantial Completion; and (c) complete the Work.
16. *Contractor*—The individual or entity with which Owner has contracted for performance of the Work.
17. *Cost of the Work*—See Paragraph 13.01 for definition.
18. *Drawings*—The part of the Contract that graphically shows the scope, extent, and character of the Work to be performed by Contractor.
19. *Effective Date of the Contract*—The date, indicated in the Agreement, on which the Contract becomes effective.
20. *Engineer*—The individual or entity named as such in the Agreement.
21. *Field Order*—A written order issued by Engineer which requires minor changes in the Work but does not change the Contract Price or the Contract Times.
22. *Hazardous Environmental Condition*—The presence at the Site of Constituents of Concern in such quantities or circumstances that may present a danger to persons or property exposed thereto. The presence at the Site of materials that are necessary for the execution of the Work, or that are to be incorporated in the Work, and that are controlled and contained pursuant to industry practices, Laws and Regulations, and the requirements of the Contract, does not establish a Hazardous Environmental Condition.

23. *Laws and Regulations; Laws or Regulations*—Any and all applicable laws, statutes, rules, regulations, ordinances, codes, and orders of any and all governmental bodies, agencies, authorities, and courts having jurisdiction.

24. *Liens*—Charges, security interests, or encumbrances upon Contract-related funds, real property, or personal property.

25. *Milestone*—A principal event in the performance of the Work that the Contract requires Contractor to achieve by an intermediate completion date or by a time prior to Substantial Completion of all the Work.

26. *Notice of Award*—The written notice by Owner to a Bidder of Owner's acceptance of the Bid.

27. *Notice to Proceed*—A written notice by Owner to Contractor fixing the date on which the Contract Times will commence to run and on which Contractor shall start to perform the Work.

28. *Owner*—The individual or entity with which Contractor has contracted regarding the Work, and which has agreed to pay Contractor for the performance of the Work, pursuant to the terms of the Contract.

29. *Progress Schedule*—A schedule, prepared and maintained by Contractor, describing the sequence and duration of the activities comprising the Contractor's plan to accomplish the Work within the Contract Times.

30. *Project*—The total undertaking to be accomplished for Owner by engineers, contractors, and others, including planning, study, design, construction, testing, commissioning, and start-up, and of which the Work to be performed under the Contract Documents is a part.

31. *Project Manual*—The written documents prepared for, or made available for, procuring and constructing the Work, including but not limited to the Bidding Documents or other construction procurement documents, geotechnical and existing conditions information, the Agreement, bond forms, General Conditions, Supplementary Conditions, and Specifications. The contents of the Project Manual may be bound in one or more volumes.

32. *Resident Project Representative*—The authorized representative of Engineer assigned to assist Engineer at the Site. As used herein, the term Resident Project Representative or "RPR" includes any assistants or field staff of Resident Project Representative.

33. *Samples*—Physical examples of materials, equipment, or workmanship that are representative of some portion of the Work and that establish the standards by which such portion of the Work will be judged.

34. *Schedule of Submittals*—A schedule, prepared and maintained by Contractor, of required submittals and the time requirements for Engineer's review of the submittals and the performance of related construction activities.

35. *Schedule of Values*—A schedule, prepared and maintained by Contractor, allocating portions of the Contract Price to various portions of the Work and used as the basis for reviewing Contractor's Applications for Payment.

36. *Shop Drawings*—All drawings, diagrams, illustrations, schedules, and other data or information that are specifically prepared or assembled by or for Contractor and

submitted by Contractor to illustrate some portion of the Work. Shop Drawings, whether approved or not, are not Drawings and are not Contract Documents.

37. *Site*—Lands or areas indicated in the Contract Documents as being furnished by Owner upon which the Work is to be performed, including rights-of-way and easements, and such other lands furnished by Owner which are designated for the use of Contractor.

38. *Specifications*—The part of the Contract that consists of written requirements for materials, equipment, systems, standards, and workmanship as applied to the Work, and certain administrative requirements and procedural matters applicable to the Work.

39. *Subcontractor*—An individual or entity having a direct contract with Contractor or with any other Subcontractor for the performance of a part of the Work.

40. *Substantial Completion*—The time at which the Work (or a specified part thereof) has progressed to the point where, in the opinion of Engineer, the Work (or a specified part thereof) is sufficiently complete, in accordance with the Contract Documents, so that the Work (or a specified part thereof) can be utilized for the purposes for which it is intended. The terms "substantially complete" and "substantially completed" as applied to all or part of the Work refer to Substantial Completion thereof.

41. *Successful Bidder*—The Bidder whose Bid the Owner accepts, and to which the Owner makes an award of contract, subject to stated conditions.

42. *Supplementary Conditions*—The part of the Contract that amends or supplements these General Conditions.

43. *Supplier*—A manufacturer, fabricator, supplier, distributor, materialman, or vendor having a direct contract with Contractor or with any Subcontractor to furnish materials or equipment to be incorporated in the Work by Contractor or a Subcontractor.

44. *Technical Data*—Those items expressly identified as Technical Data in the Supplementary Conditions, with respect to either (a) subsurface conditions at the Site, or physical conditions relating to existing surface or subsurface structures at the Site (except Underground Facilities) or (b) Hazardous Environmental Conditions at the Site. If no such express identifications of Technical Data have been made with respect to conditions at the Site, then the data contained in boring logs, recorded measurements of subsurface water levels, laboratory test results, and other factual, objective information regarding conditions at the Site that are set forth in any geotechnical or environmental report prepared for the Project and made available to Contractor are hereby defined as Technical Data with respect to conditions at the Site under Paragraphs 5.03, 5.04, and 5.06.

45. *Underground Facilities*—All underground pipelines, conduits, ducts, cables, wires, manholes, vaults, tanks, tunnels, or other such facilities or attachments, and any encasements containing such facilities, including but not limited to those that convey electricity, gases, steam, liquid petroleum products, telephone or other communications, fiber optic transmissions, cable television, water, wastewater, storm water, other liquids or chemicals, or traffic or other control systems.

46. *Unit Price Work*—Work to be paid for on the basis of unit prices.

47. *Work*—The entire construction or the various separately identifiable parts thereof required to be provided under the Contract Documents. Work includes and is the

result of performing or providing all labor, services, and documentation necessary to produce such construction; furnishing, installing, and incorporating all materials and equipment into such construction; and may include related services such as testing, start-up, and commissioning, all as required by the Contract Documents.

48. *Work Change Directive*—A written directive to Contractor issued on or after the Effective Date of the Contract, signed by Owner and recommended by Engineer, ordering an addition, deletion, or revision in the Work.

1.02 *Terminology*

A. The words and terms discussed in the following paragraphs are not defined but, when used in the Bidding Requirements or Contract Documents, have the indicated meaning.

B. *Intent of Certain Terms or Adjectives*:

1. The Contract Documents include the terms "as allowed," "as approved," "as ordered," "as directed" or terms of like effect or import to authorize an exercise of professional judgment by Engineer. In addition, the adjectives "reasonable," "suitable," "acceptable," "proper," "satisfactory," or adjectives of like effect or import are used to describe an action or determination of Engineer as to the Work. It is intended that such exercise of professional judgment, action, or determination will be solely to evaluate, in general, the Work for compliance with the information in the Contract Documents and with the design concept of the Project as a functioning whole as shown or indicated in the Contract Documents (unless there is a specific statement indicating otherwise). The use of any such term or adjective is not intended to and shall not be effective to assign to Engineer any duty or authority to supervise or direct the performance of the Work, or any duty or authority to undertake responsibility contrary to the provisions of Article 10 or any other provision of the Contract Documents.

C. *Day*:

1. The word "day" means a calendar day of 24 hours measured from midnight to the next midnight.

D. *Defective*:

1. The word "defective," when modifying the word "Work," refers to Work that is unsatisfactory, faulty, or deficient in that it:

a. does not conform to the Contract Documents; or

b. does not meet the requirements of any applicable inspection, reference standard, test, or approval referred to in the Contract Documents; or

c. has been damaged prior to Engineer's recommendation of final payment (unless responsibility for the protection thereof has been assumed by Owner at Substantial Completion in accordance with Paragraph 15.03 or 15.04).

E. *Furnish, Install, Perform, Provide*:

1. The word "furnish," when used in connection with services, materials, or equipment, shall mean to supply and deliver said services, materials, or equipment to the Site (or some other specified location) ready for use or installation and in usable or operable condition.

2. The word “install,” when used in connection with services, materials, or equipment, shall mean to put into use or place in final position said services, materials, or equipment complete and ready for intended use.

3. The words “perform” or “provide,” when used in connection with services, materials, or equipment, shall mean to furnish and install said services, materials, or equipment complete and ready for intended use.

4. If the Contract Documents establish an obligation of Contractor with respect to specific services, materials, or equipment, but do not expressly use any of the four words “furnish,” “install,” “perform,” or “provide,” then Contractor shall furnish and install said services, materials, or equipment complete and ready for intended use.

F. Unless stated otherwise in the Contract Documents, words or phrases that have a well-known technical or construction industry or trade meaning are used in the Contract Documents in accordance with such recognized meaning.

ARTICLE 2 – PRELIMINARY MATTERS

2.01 *Delivery of Bonds and Evidence of Insurance*

A. *Bonds*: When Contractor delivers the executed counterparts of the Agreement to Owner, Contractor shall also deliver to Owner such bonds as Contractor may be required to furnish.

B. *Evidence of Contractor’s Insurance*: When Contractor delivers the executed counterparts of the Agreement to Owner, Contractor shall also deliver to Owner, with copies to each named insured and additional insured (as identified in the Supplementary Conditions or elsewhere in the Contract), the certificates and other evidence of insurance required to be provided by Contractor in accordance with Article 6.

C. *Evidence of Owner’s Insurance*: After receipt of the executed counterparts of the Agreement and all required bonds and insurance documentation, Owner shall promptly deliver to Contractor, with copies to each named insured and additional insured (as identified in the Supplementary Conditions or otherwise), the certificates and other evidence of insurance required to be provided by Owner under Article 6.

2.02 *Copies of Documents*

A. Owner shall furnish to Contractor four printed copies of the Contract (including one fully executed counterpart of the Agreement), and one copy in electronic portable document format (PDF). Additional printed copies will be furnished upon request at the cost of reproduction.

B. Owner shall maintain and safeguard at least one original printed record version of the Contract, including Drawings and Specifications signed and sealed by Engineer and other design professionals. Owner shall make such original printed record version of the Contract available to Contractor for review. Owner may delegate the responsibilities under this provision to Engineer.

2.03 *Before Starting Construction*

A. *Preliminary Schedules*: Within 10 days after the Effective Date of the Contract (or as otherwise specifically required by the Contract Documents), Contractor shall submit to Engineer for timely review:

1. a preliminary Progress Schedule indicating the times (numbers of days or dates) for starting and completing the various stages of the Work, including any Milestones specified in the Contract;

2. a preliminary Schedule of Submittals; and

3. a preliminary Schedule of Values for all of the Work which includes quantities and prices of items which when added together equal the Contract Price and subdivides the Work into component parts in sufficient detail to serve as the basis for progress payments during performance of the Work. Such prices will include an appropriate amount of overhead and profit applicable to each item of Work.

2.04 *Preconstruction Conference; Designation of Authorized Representatives*

A. Before any Work at the Site is started, a conference attended by Owner, Contractor, Engineer, and others as appropriate will be held to establish a working understanding among the parties as to the Work and to discuss the schedules referred to in Paragraph 2.03.A, procedures for handling Shop Drawings, Samples, and other submittals, processing Applications for Payment, electronic or digital transmittals, and maintaining required records.

B. At this conference Owner and Contractor each shall designate, in writing, a specific individual to act as its authorized representative with respect to the services and responsibilities under the Contract. Such individuals shall have the authority to transmit and receive information, render decisions relative to the Contract, and otherwise act on behalf of each respective party.

2.05 *Initial Acceptance of Schedules*

A. At least 10 days before submission of the first Application for Payment a conference, attended by Contractor, Engineer, and others as appropriate, will be held to review for acceptability to Engineer as provided below the schedules submitted in accordance with Paragraph 2.03.A. Contractor shall have an additional 10 days to make corrections and adjustments and to complete and resubmit the schedules. No progress payment shall be made to Contractor until acceptable schedules are submitted to Engineer.

1. The Progress Schedule will be acceptable to Engineer if it provides an orderly progression of the Work to completion within the Contract Times. Such acceptance will not impose on Engineer responsibility for the Progress Schedule, for sequencing, scheduling, or progress of the Work, nor interfere with or relieve Contractor from Contractor's full responsibility therefor.

2. Contractor's Schedule of Submittals will be acceptable to Engineer if it provides a workable arrangement for reviewing and processing the required submittals.

3. Contractor's Schedule of Values will be acceptable to Engineer as to form and substance if it provides a reasonable allocation of the Contract Price to the component parts of the Work.

2.06 *Electronic Transmittals*

A. Except as otherwise stated elsewhere in the Contract, the Owner, Engineer, and Contractor may transmit, and shall accept, Project-related correspondence, text, data, documents, drawings, information, and graphics, including but not limited to Shop Drawings and other

submittals, in electronic media or digital format, either directly, or through access to a secure Project website.

B. If the Contract does not establish protocols for electronic or digital transmittals, then Owner, Engineer, and Contractor shall jointly develop such protocols.

C. When transmitting items in electronic media or digital format, the transmitting party makes no representations as to long term compatibility, usability, or readability of the items resulting from the recipient's use of software application packages, operating systems, or computer hardware differing from those used in the drafting or transmittal of the items, or from those established in applicable transmittal protocols.

ARTICLE 3 – DOCUMENTS: INTENT, REQUIREMENTS, REUSE

3.01 *Intent*

A. The Contract Documents are complementary; what is required by one is as binding as if required by all.

B. It is the intent of the Contract Documents to describe a functionally complete project (or part thereof) to be constructed in accordance with the Contract Documents.

C. Unless otherwise stated in the Contract Documents, if there is a discrepancy between the electronic or digital versions of the Contract Documents (including any printed copies derived from such electronic or digital versions) and the printed record version, the printed record version shall govern.

D. The Contract supersedes prior negotiations, representations, and agreements, whether written or oral.

E. Engineer will issue clarifications and interpretations of the Contract Documents as provided herein.

3.02 *Reference Standards*

A. Standards Specifications, Codes, Laws and Regulations

1. Reference in the Contract Documents to standard specifications, manuals, reference standards, or codes of any technical society, organization, or association, or to Laws or Regulations, whether such reference be specific or by implication, shall mean the standard specification, manual, reference standard, code, or Laws or Regulations in effect at the time of opening of Bids (or on the Effective Date of the Contract if there were no Bids), except as may be otherwise specifically stated in the Contract Documents.

2. No provision of any such standard specification, manual, reference standard, or code, or any instruction of a Supplier, shall be effective to change the duties or responsibilities of Owner, Contractor, or Engineer, or any of their subcontractors, consultants, agents, or employees, from those set forth in the part of the Contract Documents prepared by or for Engineer. No such provision or instruction shall be effective to assign to Owner, Engineer, or any of their officers, directors, members, partners, employees, agents, consultants, or subcontractors, any duty or authority to supervise or direct the performance of the Work or any duty or authority to undertake responsibility inconsistent with the provisions of the part of the Contract Documents prepared by or for Engineer.

3.03 *Reporting and Resolving Discrepancies*

A. *Reporting Discrepancies*:

1. *Contractor's Verification of Figures and Field Measurements*: Before undertaking each part of the Work, Contractor shall carefully study the Contract Documents, and check and verify pertinent figures and dimensions therein, particularly with respect to applicable field measurements. Contractor shall promptly report in writing to Engineer any conflict, error, ambiguity, or discrepancy that Contractor discovers, or has actual knowledge of, and shall not proceed with any Work affected thereby until the conflict, error, ambiguity, or discrepancy is resolved, by a clarification or interpretation by Engineer, or by an amendment or supplement to the Contract Documents issued pursuant to Paragraph 11.01.

2. *Contractor's Review of Contract Documents*: If, before or during the performance of the Work, Contractor discovers any conflict, error, ambiguity, or discrepancy within the Contract Documents, or between the Contract Documents and (a) any applicable Law or Regulation, (b) actual field conditions, (c) any standard specification, manual, reference standard, or code, or (d) any instruction of any Supplier, then Contractor shall promptly report it to Engineer in writing. Contractor shall not proceed with the Work affected thereby (except in an emergency as required by Paragraph 7.15) until the conflict, error, ambiguity, or discrepancy is resolved, by a clarification or interpretation by Engineer, or by an amendment or supplement to the Contract Documents issued pursuant to Paragraph 11.01.

3. Contractor shall not be liable to Owner or Engineer for failure to report any conflict, error, ambiguity, or discrepancy in the Contract Documents unless Contractor had actual knowledge thereof.

B. *Resolving Discrepancies*:

1. Except as may be otherwise specifically stated in the Contract Documents, the provisions of the part of the Contract Documents prepared by or for Engineer shall take precedence in resolving any conflict, error, ambiguity, or discrepancy between such provisions of the Contract Documents and:

a. the provisions of any standard specification, manual, reference standard, or code, or the instruction of any Supplier (whether or not specifically incorporated by reference as a Contract Document); or

b. the provisions of any Laws or Regulations applicable to the performance of the Work (unless such an interpretation of the provisions of the Contract Documents would result in violation of such Law or Regulation).

3.04 *Requirements of the Contract Documents*

A. During the performance of the Work and until final payment, Contractor and Owner shall submit to the Engineer all matters in question concerning the requirements of the Contract Documents (sometimes referred to as requests for information or interpretation—RFIs), or relating to the acceptability of the Work under the Contract Documents, as soon as possible after such matters arise. Engineer will be the initial interpreter of the requirements of the Contract Documents, and judge of the acceptability of the Work thereunder.

B. Engineer will, with reasonable promptness, render a written clarification, interpretation, or decision on the issue submitted, or initiate an amendment or supplement to the Contract

Documents. Engineer's written clarification, interpretation, or decision will be final and binding on Contractor, unless it appeals by submitting a Change Proposal, and on Owner, unless it appeals by filing a Claim.

C. If a submitted matter in question concerns terms and conditions of the Contract Documents that do not involve (1) the performance or acceptability of the Work under the Contract Documents, (2) the design (as set forth in the Drawings, Specifications, or otherwise), or (3) other engineering or technical matters, then Engineer will promptly give written notice to Owner and Contractor that Engineer is unable to provide a decision or interpretation. If Owner and Contractor are unable to agree on resolution of such a matter in question, either party may pursue resolution as provided in Article 12.

3.05 *Reuse of Documents*

A. Contractor and its Subcontractors and Suppliers shall not:

1. have or acquire any title to or ownership rights in any of the Drawings, Specifications, or other documents (or copies of any thereof) prepared by or bearing the seal of Engineer or its consultants, including electronic media editions, or reuse any such Drawings, Specifications, other documents, or copies thereof on extensions of the Project or any other project without written consent of Owner and Engineer and specific written verification or adaptation by Engineer; or

2. have or acquire any title or ownership rights in any other Contract Documents, reuse any such Contract Documents for any purpose without Owner's express written consent, or violate any copyrights pertaining to such Contract Documents.

B. The prohibitions of this Paragraph 3.05 will survive final payment, or termination of the Contract. Nothing herein shall preclude Contractor from retaining copies of the Contract Documents for record purposes.

ARTICLE 4 – COMMENCEMENT AND PROGRESS OF THE WORK

4.01 *Commencement of Contract Times; Notice to Proceed*

A. The Contract Times will commence to run on the thirtieth day after the Effective Date of the Contract or, if a Notice to Proceed is given, on the day indicated in the Notice to Proceed. A Notice to Proceed may be given at any time within 30 days after the Effective Date of the Contract. In no event will the Contract Times commence to run later than the sixtieth day after the day of Bid opening or the thirtieth day after the Effective Date of the Contract, whichever date is earlier.

4.02 *Starting the Work*

A. Contractor shall start to perform the Work on the date when the Contract Times commence to run. No Work shall be done at the Site prior to such date.

4.03 *Reference Points*

A. Owner shall provide engineering surveys to establish reference points for construction which in Engineer's judgment are necessary to enable Contractor to proceed with the Work. Contractor shall be responsible for laying out the Work, shall protect and preserve the established reference points and property monuments, and shall make no changes or relocations without the prior written approval of Owner. Contractor shall report to Engineer whenever any reference point or property monument is lost or destroyed or

requires relocation because of necessary changes in grades or locations, and shall be responsible for the accurate replacement or relocation of such reference points or property monuments by professionally qualified personnel.

4.04 *Progress Schedule*

A. Contractor shall adhere to the Progress Schedule established in accordance with Paragraph 2.05 as it may be adjusted from time to time as provided below.

1. Contractor shall submit to Engineer for acceptance (to the extent indicated in Paragraph 2.05) proposed adjustments in the Progress Schedule that will not result in changing the Contract Times.

2. Proposed adjustments in the Progress Schedule that will change the Contract Times shall be submitted in accordance with the requirements of Article 11.

B. Contractor shall carry on the Work and adhere to the Progress Schedule during all disputes or disagreements with Owner. No Work shall be delayed or postponed pending resolution of any disputes or disagreements, or during any appeal process, except as permitted by Paragraph 16.04, or as Owner and Contractor may otherwise agree in writing.

4.05 *Delays in Contractor's Progress*

A. If Owner, Engineer, or anyone for whom Owner is responsible, delays, disrupts, or interferes with the performance or progress of the Work, then Contractor shall be entitled to an equitable adjustment in the Contract Times and Contract Price. Contractor's entitlement to an adjustment of the Contract Times is conditioned on such adjustment being essential to Contractor's ability to complete the Work within the Contract Times.

B. Contractor shall not be entitled to an adjustment in Contract Price or Contract Times for delay, disruption, or interference caused by or within the control of Contractor. Delay, disruption, and interference attributable to and within the control of a Subcontractor or Supplier shall be deemed to be within the control of Contractor.

C. If Contractor's performance or progress is delayed, disrupted, or interfered with by unanticipated causes not the fault of and beyond the control of Owner, Contractor, and those for which they are responsible, then Contractor shall be entitled to an equitable adjustment in Contract Times. Contractor's entitlement to an adjustment of the Contract Times is conditioned on such adjustment being essential to Contractor's ability to complete the Work within the Contract Times. Such an adjustment shall be Contractor's sole and exclusive remedy for the delays, disruption, and interference described in this paragraph. Causes of delay, disruption, or interference that may give rise to an adjustment in Contract Times under this paragraph include but are not limited to the following:

1. severe and unavoidable natural catastrophes such as fires, floods, epidemics, and earthquakes;

2. abnormal weather conditions;

3. acts or failures to act of utility owners (other than those performing other work at or adjacent to the Site by arrangement with the Owner, as contemplated in Article 8); and

4. acts of war or terrorism.

D. Delays, disruption, and interference to the performance or progress of the Work resulting from the existence of a differing subsurface or physical condition, an Underground Facility

that was not shown or indicated by the Contract Documents, or not shown or indicated with reasonable accuracy, and those resulting from Hazardous Environmental Conditions, are governed by Article 5.

E. Paragraph 8.03 governs delays, disruption, and interference to the performance or progress of the Work resulting from the performance of certain other work at or adjacent to the Site.

F. Contractor shall not be entitled to an adjustment in Contract Price or Contract Times for any delay, disruption, or interference if such delay is concurrent with a delay, disruption, or interference caused by or within the control of Contractor.

G. Contractor must submit any Change Proposal seeking an adjustment in Contract Price or Contract Times under this paragraph within 30 days of the commencement of the delaying, disrupting, or interfering event.

ARTICLE 5 – AVAILABILITY OF LANDS; SUBSURFACE AND PHYSICAL CONDITIONS; HAZARDOUS ENVIRONMENTAL CONDITIONS

5.01 *Availability of Lands*

A. Owner shall furnish the Site. Owner shall notify Contractor of any encumbrances or restrictions not of general application but specifically related to use of the Site with which Contractor must comply in performing the Work.

B. Upon reasonable written request, Owner shall furnish Contractor with a current statement of record legal title and legal description of the lands upon which permanent improvements are to be made and Owner's interest therein as necessary for giving notice of or filing a mechanic's or construction lien against such lands in accordance with applicable Laws and Regulations.

C. Contractor shall provide for all additional lands and access thereto that may be required for temporary construction facilities or storage of materials and equipment.

5.02 *Use of Site and Other Areas*

A. *Limitation on Use of Site and Other Areas*:

1. Contractor shall confine construction equipment, temporary construction facilities, the storage of materials and equipment, and the operations of workers to the Site, adjacent areas that Contractor has arranged to use through construction easements or otherwise, and other adjacent areas permitted by Laws and Regulations, and shall not unreasonably encumber the Site and such other adjacent areas with construction equipment or other materials or equipment. Contractor shall assume full responsibility for (a) damage to the Site; (b) damage to any such other adjacent areas used for Contractor's operations; (c) damage to any other adjacent land or areas; and (d) for injuries and losses sustained by the owners or occupants of any such land or areas; provided that such damage or injuries result from the performance of the Work or from other actions or conduct of the Contractor or those for which Contractor is responsible.

2. If a damage or injury claim is made by the owner or occupant of any such land or area because of the performance of the Work, or because of other actions or conduct of the Contractor or those for which Contractor is responsible, Contractor shall (a) take immediate corrective or remedial action as required by Paragraph 7.12, or otherwise;

(b) promptly attempt to settle the claim as to all parties through negotiations with such owner or occupant, or otherwise resolve the claim by arbitration or other dispute resolution proceeding, or at law; and (c) to the fullest extent permitted by Laws and Regulations, indemnify and hold harmless Owner and Engineer, and the officers, directors, members, partners, employees, agents, consultants and subcontractors of each and any of them from and against any such claim, and against all costs, losses, and damages (including but not limited to all fees and charges of engineers, architects, attorneys, and other professionals and all court or arbitration or other dispute resolution costs) arising out of or relating to any claim or action, legal or equitable, brought by any such owner or occupant against Owner, Engineer, or any other party indemnified hereunder to the extent caused directly or indirectly, in whole or in part by, or based upon, Contractor's performance of the Work, or because of other actions or conduct of the Contractor or those for which Contractor is responsible.

B. *Removal of Debris During Performance of the Work*: During the progress of the Work the Contractor shall keep the Site and other adjacent areas free from accumulations of waste materials, rubbish, and other debris. Removal and disposal of such waste materials, rubbish, and other debris shall conform to applicable Laws and Regulations.

C. *Cleaning*: Prior to Substantial Completion of the Work Contractor shall clean the Site and the Work and make it ready for utilization by Owner. At the completion of the Work Contractor shall remove from the Site and adjacent areas all tools, appliances, construction equipment and machinery, and surplus materials and shall restore to original condition all property not designated for alteration by the Contract Documents.

D. *Loading of Structures*: Contractor shall not load nor permit any part of any structure to be loaded in any manner that will endanger the structure, nor shall Contractor subject any part of the Work or adjacent structures or land to stresses or pressures that will endanger them.

5.03 *Subsurface and Physical Conditions*

A. *Reports and Drawings*: The Supplementary Conditions identify:

1. those reports known to Owner of explorations and tests of subsurface conditions at or adjacent to the Site;

2. those drawings known to Owner of physical conditions relating to existing surface or subsurface structures at the Site (except Underground Facilities); and

3. Technical Data contained in such reports and drawings.

B. *Reliance by Contractor on Technical Data Authorized*: Contractor may rely upon the accuracy of the Technical Data expressly identified in the Supplementary Conditions with respect to such reports and drawings, but such reports and drawings are not Contract Documents. If no such express identification has been made, then Contractor may rely upon the accuracy of the Technical Data (as defined in Article 1) contained in any geotechnical or environmental report prepared for the Project and made available to Contractor. Except for such reliance on Technical Data, Contractor may not rely upon or make any claim against Owner or Engineer, or any of their officers, directors, members, partners, employees, agents, consultants, or subcontractors, with respect to:

1. the completeness of such reports and drawings for Contractor's purposes, including, but not limited to, any aspects of the means, methods, techniques, sequences, and

procedures of construction to be employed by Contractor, and safety precautions and programs incident thereto; or

2. other data, interpretations, opinions, and information contained in such reports or shown or indicated in such drawings; or

3. any Contractor interpretation of or conclusion drawn from any Technical Data or any such other data, interpretations, opinions, or information.

5.04 *Differing Subsurface or Physical Conditions*

A. *Notice by Contractor*: If Contractor believes that any subsurface or physical condition that is uncovered or revealed at the Site either:

1. is of such a nature as to establish that any Technical Data on which Contractor is entitled to rely as provided in Paragraph 5.03 is materially inaccurate; or

2. is of such a nature as to require a change in the Drawings or Specifications; or

3. differs materially from that shown or indicated in the Contract Documents; or

4. is of an unusual nature, and differs materially from conditions ordinarily encountered and generally recognized as inherent in work of the character provided for in the Contract Documents;

then Contractor shall, promptly after becoming aware thereof and before further disturbing the subsurface or physical conditions or performing any Work in connection therewith (except in an emergency as required by Paragraph 7.15), notify Owner and Engineer in writing about such condition. Contractor shall not further disturb such condition or perform any Work in connection therewith (except with respect to an emergency) until receipt of a written statement permitting Contractor to do so.

B. *Engineer's Review*: After receipt of written notice as required by the preceding paragraph, Engineer will promptly review the subsurface or physical condition in question; determine the necessity of Owner's obtaining additional exploration or tests with respect to the condition; conclude whether the condition falls within any one or more of the differing site condition categories in Paragraph 5.04.A above; obtain any pertinent cost or schedule information from Contractor; prepare recommendations to Owner regarding the Contractor's resumption of Work in connection with the subsurface or physical condition in question and the need for any change in the Drawings or Specifications; and advise Owner in writing of Engineer's findings, conclusions, and recommendations.

C. *Owner's Statement to Contractor Regarding Site Condition*: After receipt of Engineer's written findings, conclusions, and recommendations, Owner shall issue a written statement to Contractor (with a copy to Engineer) regarding the subsurface or physical condition in question, addressing the resumption of Work in connection with such condition, indicating whether any change in the Drawings or Specifications will be made, and adopting or rejecting Engineer's written findings, conclusions, and recommendations, in whole or in part.

D. *Possible Price and Times Adjustments*:

1. Contractor shall be entitled to an equitable adjustment in Contract Price or Contract Times, or both, to the extent that the existence of a differing subsurface or physical condition, or any related delay, disruption, or interference, causes an increase or

decrease in Contractor's cost of, or time required for, performance of the Work; subject, however, to the following:

a. such condition must fall within any one or more of the categories described in Paragraph 5.04.A;

b. with respect to Work that is paid for on a unit price basis, any adjustment in Contract Price will be subject to the provisions of Paragraph 13.03; and,

c. Contractor's entitlement to an adjustment of the Contract Times is conditioned on such adjustment being essential to Contractor's ability to complete the Work within the Contract Times.

2. Contractor shall not be entitled to any adjustment in the Contract Price or Contract Times with respect to a subsurface or physical condition if:

a. Contractor knew of the existence of such condition at the time Contractor made a commitment to Owner with respect to Contract Price and Contract Times by the submission of a Bid or becoming bound under a negotiated contract, or otherwise; or

b. the existence of such condition reasonably could have been discovered or revealed as a result of any examination, investigation, exploration, test, or study of the Site and contiguous areas expressly required by the Bidding Requirements or Contract Documents to be conducted by or for Contractor prior to Contractor's making such commitment; or

c. Contractor failed to give the written notice as required by Paragraph 5.04.A.

3. If Owner and Contractor agree regarding Contractor's entitlement to and the amount or extent of any adjustment in the Contract Price or Contract Times, or both, then any such adjustment shall be set forth in a Change Order.

4. Contractor may submit a Change Proposal regarding its entitlement to or the amount or extent of any adjustment in the Contract Price or Contract Times, or both, no later than 30 days after Owner's issuance of the Owner's written statement to Contractor regarding the subsurface or physical condition in question.

5.05 *Underground Facilities*

A. *Contractor's Responsibilities*: The information and data shown or indicated in the Contract Documents with respect to existing Underground Facilities at or adjacent to the Site is based on information and data furnished to Owner or Engineer by the owners of such Underground Facilities, including Owner, or by others. Unless it is otherwise expressly provided in the Supplementary Conditions:

1. Owner and Engineer do not warrant or guarantee the accuracy or completeness of any such information or data provided by others; and

2. the cost of all of the following will be included in the Contract Price, and Contractor shall have full responsibility for:

a. reviewing and checking all information and data regarding existing Underground Facilities at the Site;

b. locating all Underground Facilities shown or indicated in the Contract Documents as being at the Site;

c. coordination of the Work with the owners (including Owner) of such Underground Facilities, during construction; and

d. the safety and protection of all existing Underground Facilities at the Site, and repairing any damage thereto resulting from the Work.

B. *Notice by Contractor*: If Contractor believes that an Underground Facility that is uncovered or revealed at the Site was not shown or indicated in the Contract Documents, or was not shown or indicated with reasonable accuracy, then Contractor shall, promptly after becoming aware thereof and before further disturbing conditions affected thereby or performing any Work in connection therewith (except in an emergency as required by Paragraph 7.15), identify the owner of such Underground Facility and give written notice to that owner and to Owner and Engineer.

C. *Engineer's Review*: Engineer will promptly review the Underground Facility and conclude whether such Underground Facility was not shown or indicated in the Contract Documents, or was not shown or indicated with reasonable accuracy; obtain any pertinent cost or schedule information from Contractor; prepare recommendations to Owner regarding the Contractor's resumption of Work in connection with the Underground Facility in question; determine the extent, if any, to which a change is required in the Drawings or Specifications to reflect and document the consequences of the existence or location of the Underground Facility; and advise Owner in writing of Engineer's findings, conclusions, and recommendations. During such time, Contractor shall be responsible for the safety and protection of such Underground Facility.

D. *Owner's Statement to Contractor Regarding Underground Facility*: After receipt of Engineer's written findings, conclusions, and recommendations, Owner shall issue a written statement to Contractor (with a copy to Engineer) regarding the Underground Facility in question, addressing the resumption of Work in connection with such Underground Facility, indicating whether any change in the Drawings or Specifications will be made, and adopting or rejecting Engineer's written findings, conclusions, and recommendations in whole or in part.

E. *Possible Price and Times Adjustments*:

1. Contractor shall be entitled to an equitable adjustment in the Contract Price or Contract Times, or both, to the extent that any existing Underground Facility at the Site that was not shown or indicated in the Contract Documents, or was not shown or indicated with reasonable accuracy, or any related delay, disruption, or interference, causes an increase or decrease in Contractor's cost of, or time required for, performance of the Work; subject, however, to the following:

a. Contractor did not know of and could not reasonably have been expected to be aware of or to have anticipated the existence or actual location of the Underground Facility in question;

b. With respect to Work that is paid for on a unit price basis, any adjustment in Contract Price will be subject to the provisions of Paragraph 13.03;

c. Contractor's entitlement to an adjustment of the Contract Times is conditioned on such adjustment being essential to Contractor's ability to complete the Work within the Contract Times; and

d. Contractor gave the notice required in Paragraph 5.05.B.

2. If Owner and Contractor agree regarding Contractor's entitlement to and the amount or extent of any adjustment in the Contract Price or Contract Times, or both, then any such adjustment shall be set forth in a Change Order.

3. Contractor may submit a Change Proposal regarding its entitlement to or the amount or extent of any adjustment in the Contract Price or Contract Times, or both, no later than 30 days after Owner's issuance of the Owner's written statement to Contractor regarding the Underground Facility in question.

5.06 *Hazardous Environmental Conditions at Site*

A. *Reports and Drawings*: The Supplementary Conditions identify:

1. those reports and drawings known to Owner relating to Hazardous Environmental Conditions that have been identified at or adjacent to the Site; and

2. Technical Data contained in such reports and drawings.

B. *Reliance by Contractor on Technical Data Authorized*: Contractor may rely upon the accuracy of the Technical Data expressly identified in the Supplementary Conditions with respect to such reports and drawings, but such reports and drawings are not Contract Documents. If no such express identification has been made, then Contractor may rely on the accuracy of the Technical Data (as defined in Article 1) contained in any geotechnical or environmental report prepared for the Project and made available to Contractor. Except for such reliance on Technical Data, Contractor may not rely upon or make any claim against Owner or Engineer, or any of their officers, directors, members, partners, employees, agents, consultants, or subcontractors with respect to:

1. the completeness of such reports and drawings for Contractor's purposes, including, but not limited to, any aspects of the means, methods, techniques, sequences and procedures of construction to be employed by Contractor and safety precautions and programs incident thereto; or

2. other data, interpretations, opinions and information contained in such reports or shown or indicated in such drawings; or

3. any Contractor interpretation of or conclusion drawn from any Technical Data or any such other data, interpretations, opinions or information.

C. Contractor shall not be responsible for removing or remediating any Hazardous Environmental Condition encountered, uncovered, or revealed at the Site unless such removal or remediation is expressly identified in the Contract Documents to be within the scope of the Work.

D. Contractor shall be responsible for controlling, containing, and duly removing all Constituents of Concern brought to the Site by Contractor, Subcontractors, Suppliers, or anyone else for whom Contractor is responsible, and for any associated costs; and for the costs of removing and remediating any Hazardous Environmental Condition created by the presence of any such Constituents of Concern.

E. If Contractor encounters, uncovers, or reveals a Hazardous Environmental Condition whose removal or remediation is not expressly identified in the Contract Documents as being within the scope of the Work, or if Contractor or anyone for whom Contractor is responsible creates a Hazardous Environmental Condition, then Contractor shall immediately: (1) secure or otherwise isolate such condition; (2) stop all Work in connection

with such condition and in any area affected thereby (except in an emergency as required by Paragraph 7.15); and (3) notify Owner and Engineer (and promptly thereafter confirm such notice in writing). Owner shall promptly consult with Engineer concerning the necessity for Owner to retain a qualified expert to evaluate such condition or take corrective action, if any. Promptly after consulting with Engineer, Owner shall take such actions as are necessary to permit Owner to timely obtain required permits and provide Contractor the written notice required by Paragraph 5.06.F. If Contractor or anyone for whom Contractor is responsible created the Hazardous Environmental Condition in question, then Owner may remove and remediate the Hazardous Environmental Condition, and impose a set-off against payments to account for the associated costs.

F. Contractor shall not resume Work in connection with such Hazardous Environmental Condition or in any affected area until after Owner has obtained any required permits related thereto, and delivered written notice to Contractor either (1) specifying that such condition and any affected area is or has been rendered safe for the resumption of Work, or (2) specifying any special conditions under which such Work may be resumed safely.

G. If Owner and Contractor cannot agree as to entitlement to or on the amount or extent, if any, of any adjustment in Contract Price or Contract Times, or both, as a result of such Work stoppage or such special conditions under which Work is agreed to be resumed by Contractor, then within 30 days of Owner's written notice regarding the resumption of Work, Contractor may submit a Change Proposal, or Owner may impose a set-off.

H. If after receipt of such written notice Contractor does not agree to resume such Work based on a reasonable belief it is unsafe, or does not agree to resume such Work under such special conditions, then Owner may order the portion of the Work that is in the area affected by such condition to be deleted from the Work, following the contractual change procedures in Article 11. Owner may have such deleted portion of the Work performed by Owner's own forces or others in accordance with Article 8.

I. To the fullest extent permitted by Laws and Regulations, Owner shall indemnify and hold harmless Contractor, Subcontractors, and Engineer, and the officers, directors, members, partners, employees, agents, consultants, and subcontractors of each and any of them from and against all claims, costs, losses, and damages (including but not limited to all fees and charges of engineers, architects, attorneys, and other professionals and all court or arbitration or other dispute resolution costs) arising out of or relating to a Hazardous Environmental Condition, provided that such Hazardous Environmental Condition (1) was not shown or indicated in the Drawings, Specifications, or other Contract Documents, identified as Technical Data entitled to limited reliance pursuant to Paragraph 5.06.B, or identified in the Contract Documents to be included within the scope of the Work, and (2) was not created by Contractor or by anyone for whom Contractor is responsible. Nothing in this Paragraph 5.06.I shall obligate Owner to indemnify any individual or entity from and against the consequences of that individual's or entity's own negligence.

J. To the fullest extent permitted by Laws and Regulations, Contractor shall indemnify and hold harmless Owner and Engineer, and the officers, directors, members, partners, employees, agents, consultants, and subcontractors of each and any of them from and against all claims, costs, losses, and damages (including but not limited to all fees and charges of engineers, architects, attorneys, and other professionals and all court or arbitration or other dispute resolution costs) arising out of or relating to the failure to control, contain, or remove a Constituent of Concern brought to the Site by Contractor or by anyone for whom Contractor is responsible, or to a Hazardous Environmental Condition

created by Contractor or by anyone for whom Contractor is responsible. Nothing in this Paragraph 5.06.J shall obligate Contractor to indemnify any individual or entity from and against the consequences of that individual's or entity's own negligence.

K. The provisions of Paragraphs 5.03, 5.04, and 5.05 do not apply to the presence of Constituents of Concern or to a Hazardous Environmental Condition uncovered or revealed at the Site.

ARTICLE 6 – BONDS AND INSURANCE

6.01 *Performance, Payment, and Other Bonds*

A. Contractor shall furnish a performance bond and a payment bond, each in an amount at least equal to the Contract Price, as security for the faithful performance and payment of all of Contractor's obligations under the Contract. These bonds shall remain in effect until two years after the date when final payment becomes due or until completion of the correction period specified in Paragraph 15.08, whichever is later, except as provided otherwise by Laws or Regulations, the Supplementary Conditions, or other specific provisions of the Contract. Contractor shall also furnish such other bonds as are required by the Supplementary Conditions or other specific provisions of the Contract.

B. All bonds shall be in the form prescribed by the Contract except as provided otherwise by Laws or Regulations, and shall be executed by such sureties as are named in "Companies Holding Certificates of Authority as Acceptable Sureties on Federal Bonds and as Acceptable Reinsuring Companies" as published in Circular 570 (as amended and supplemented) by the Financial Management Service, Surety Bond Branch, U.S. Department of the Treasury. A bond signed by an agent or attorney-in-fact must be accompanied by a certified copy of that individual's authority to bind the surety. The evidence of authority shall show that it is effective on the date the agent or attorney-in-fact signed the accompanying bond.

C. Contractor shall obtain the required bonds from surety companies that are duly licensed or authorized in the jurisdiction in which the Project is located to issue bonds in the required amounts.

D. If the surety on a bond furnished by Contractor is declared bankrupt or becomes insolvent, or its right to do business is terminated in any state or jurisdiction where any part of the Project is located, or the surety ceases to meet the requirements above, then Contractor shall promptly notify Owner and Engineer and shall, within 20 days after the event giving rise to such notification, provide another bond and surety, both of which shall comply with the bond and surety requirements above.

E. If Contractor has failed to obtain a required bond, Owner may exclude the Contractor from the Site and exercise Owner's termination rights under Article 16.

F. Upon request, Owner shall provide a copy of the payment bond to any Subcontractor, Supplier, or other person or entity claiming to have furnished labor or materials used in the performance of the Work.

6.02 *Insurance—General Provisions*

A. Owner and Contractor shall obtain and maintain insurance as required in this Article and in the Supplementary Conditions.

B. All insurance required by the Contract to be purchased and maintained by Owner or Contractor shall be obtained from insurance companies that are duly licensed or authorized, in the state or jurisdiction in which the Project is located, to issue insurance policies for the required limits and coverages. Unless a different standard is indicated in the Supplementary Conditions, all companies that provide insurance policies required under this Contract shall have an A.M. Best rating of A-VII or better.

C. Contractor shall deliver to Owner, with copies to each named insured and additional insured (as identified in this Article, in the Supplementary Conditions, or elsewhere in the Contract), certificates of insurance establishing that Contractor has obtained and is maintaining the policies, coverages, and endorsements required by the Contract. Upon request by Owner or any other insured, Contractor shall also furnish other evidence of such required insurance, including but not limited to copies of policies and endorsements, and documentation of applicable self-insured retentions and deductibles. Contractor may block out (redact) any confidential premium or pricing information contained in any policy or endorsement furnished under this provision.

D. Owner shall deliver to Contractor, with copies to each named insured and additional insured (as identified in this Article, the Supplementary Conditions, or elsewhere in the Contract), certificates of insurance establishing that Owner has obtained and is maintaining the policies, coverages, and endorsements required of Owner by the Contract (if any). Upon request by Contractor or any other insured, Owner shall also provide other evidence of such required insurance (if any), including but not limited to copies of policies and endorsements, and documentation of applicable self-insured retentions and deductibles. Owner may block out (redact) any confidential premium or pricing information contained in any policy or endorsement furnished under this provision.

E. Failure of Owner or Contractor to demand such certificates or other evidence of the other party's full compliance with these insurance requirements, or failure of Owner or Contractor to identify a deficiency in compliance from the evidence provided, shall not be construed as a waiver of the other party's obligation to obtain and maintain such insurance.

F. If either party does not purchase or maintain all of the insurance required of such party by the Contract, such party shall notify the other party in writing of such failure to purchase prior to the start of the Work, or of such failure to maintain prior to any change in the required coverage.

G. If Contractor has failed to obtain and maintain required insurance, Owner may exclude the Contractor from the Site, impose an appropriate set-off against payment, and exercise Owner's termination rights under Article 16.

H. Without prejudice to any other right or remedy, if a party has failed to obtain required insurance, the other party may elect to obtain equivalent insurance to protect such other party's interests at the expense of the party who was required to provide such coverage, and the Contract Price shall be adjusted accordingly.

I. Owner does not represent that insurance coverage and limits established in this Contract necessarily will be adequate to protect Contractor or Contractor's interests.

J. The insurance and insurance limits required herein shall not be deemed as a limitation on Contractor's liability under the indemnities granted to Owner and other individuals and entities in the Contract.

6.03 *Contractor's Insurance*

A. *Workers' Compensation*: Contractor shall purchase and maintain workers' compensation and employer's liability insurance for:

1. claims under workers' compensation, disability benefits, and other similar employee benefit acts.

2. United States Longshoreman and Harbor Workers' Compensation Act and Jones Act coverage (if applicable).

3. claims for damages because of bodily injury, occupational sickness or disease, or death of Contractor's employees (by stop-gap endorsement in monopolist worker's compensation states).

4. Foreign voluntary worker compensation (if applicable).

B. *Commercial General Liability—Claims Covered*: Contractor shall purchase and maintain commercial general liability insurance, covering all operations by or on behalf of Contractor, on an occurrence basis, against:

1. claims for damages because of bodily injury, sickness or disease, or death of any person other than Contractor's employees.

2. claims for damages insured by reasonably available personal injury liability coverage.

3. claims for damages, other than to the Work itself, because of injury to or destruction of tangible property wherever located, including loss of use resulting therefrom.

C. *Commercial General Liability—Form and Content*: Contractor's commercial liability policy shall be written on a 1996 (or later) ISO commercial general liability form (occurrence form) and include the following coverages and endorsements:

1. Products and completed operations coverage:

a. Such insurance shall be maintained for three years after final payment.

b. Contractor shall furnish Owner and each other additional insured (as identified in the Supplementary Conditions or elsewhere in the Contract) evidence of continuation of such insurance at final payment and three years thereafter.

2. Blanket contractual liability coverage, to the extent permitted by law, including but not limited to coverage of Contractor's contractual indemnity obligations in Paragraph 7.18.

3. Broad form property damage coverage.

4. Severability of interest.

5. Underground, explosion, and collapse coverage.

6. Personal injury coverage.

7. Additional insured endorsements that include both ongoing operations and products and completed operations coverage through ISO Endorsements CG 20 10 10 01 and CG 20 37 10 01 (together); or CG 20 10 07 04 and CG 20 37 07 04 (together); or their equivalent.

8. For design professional additional insureds, ISO Endorsement CG 20 32 07 04, "Additional Insured—Engineers, Architects or Surveyors Not Engaged by the Named Insured" or its equivalent.

D. *Automobile liability*: Contractor shall purchase and maintain automobile liability insurance against claims for damages because of bodily injury or death of any person or property damage arising out of the ownership, maintenance, or use of any motor vehicle. The automobile liability policy shall be written on an occurrence basis.

E. *Umbrella or excess liability*: Contractor shall purchase and maintain umbrella or excess liability insurance written over the underlying employer's liability, commercial general liability, and automobile liability insurance described in the paragraphs above. Subject to industry-standard exclusions, the coverage afforded shall follow form as to each and every one of the underlying policies.

F. *Contractor's pollution liability insurance*: Contractor shall purchase and maintain a policy covering third-party injury and property damage claims, including clean-up costs, as a result of pollution conditions arising from Contractor's operations and completed operations. This insurance shall be maintained for no less than three years after final completion.

G. *Additional insureds*: The Contractor's commercial general liability, automobile liability, umbrella or excess, and pollution liability policies shall include and list as additional insureds Owner and Engineer, and any individuals or entities identified in the Supplementary Conditions; include coverage for the respective officers, directors, members, partners, employees, agents, consultants, and subcontractors of each and any of all such additional insureds; and the insurance afforded to these additional insureds shall provide primary coverage for all claims covered thereby (including as applicable those arising from both ongoing and completed operations) on a non-contributory basis. Contractor shall obtain all necessary endorsements to support these requirements.

H. *Contractor's professional liability insurance*: If Contractor will provide or furnish professional services under this Contract, through a delegation of professional design services or otherwise, then Contractor shall be responsible for purchasing and maintaining applicable professional liability insurance. This insurance shall provide protection against claims arising out of performance of professional design or related services, and caused by a negligent error, omission, or act for which the insured party is legally liable. It shall be maintained throughout the duration of the Contract and for a minimum of two years after Substantial Completion. If such professional design services are performed by a Subcontractor, and not by Contractor itself, then the requirements of this paragraph may be satisfied through the purchasing and maintenance of such insurance by such Subcontractor.

I. *General provisions*: The policies of insurance required by this Paragraph 6.03 shall:

1. include at least the specific coverages provided in this Article.

2. be written for not less than the limits of liability provided in this Article and in the Supplementary Conditions, or required by Laws or Regulations, whichever is greater.

3. contain a provision or endorsement that the coverage afforded will not be canceled, materially changed, or renewal refused until at least 10 days prior written notice has been given to Contractor. Within three days of receipt of any such written notice, Contractor shall provide a copy of the notice to Owner, Engineer, and each other insured under the policy.

4. remain in effect at least until final payment (and longer if expressly required in this Article) and at all times thereafter when Contractor may be correcting, removing, or replacing defective Work as a warranty or correction obligation, or otherwise, or returning to the Site to conduct other tasks arising from the Contract Documents.

5. be appropriate for the Work being performed and provide protection from claims that may arise out of or result from Contractor's performance of the Work and Contractor's other obligations under the Contract Documents, whether it is to be performed by Contractor, any Subcontractor or Supplier, or by anyone directly or indirectly employed by any of them to perform any of the Work, or by anyone for whose acts any of them may be liable.

J. The coverage requirements for specific policies of insurance must be met by such policies, and not by reference to excess or umbrella insurance provided in other policies.

6.04 *Owner's Liability Insurance*

A. In addition to the insurance required to be provided by Contractor under Paragraph 6.03, Owner, at Owner's option, may purchase and maintain at Owner's expense Owner's own liability insurance as will protect Owner against claims which may arise from operations under the Contract Documents.

B. Owner's liability policies, if any, operate separately and independently from policies required to be provided by Contractor, and Contractor cannot rely upon Owner's liability policies for any of Contractor's obligations to the Owner, Engineer, or third parties.

6.05 *Property Insurance*

A. *Builder's Risk*: Unless otherwise provided in the Supplementary Conditions, Contractor shall purchase and maintain builder's risk insurance upon the Work on a completed value basis, in the amount of the full insurable replacement cost thereof (subject to such deductible amounts as may be provided in the Supplementary Conditions or required by Laws and Regulations). This insurance shall:

1. include the Owner and Contractor as named insureds, and all Subcontractors, and any individuals or entities required by the Supplementary Conditions to be insured under such builder's risk policy, as insureds or named insureds. For purposes of the remainder of this Paragraph 6.05, Paragraphs 6.06 and 6.07, and any corresponding Supplementary Conditions, the parties required to be insured shall collectively be referred to as "insureds."

2. be written on a builder's risk "all risk" policy form that shall at least include insurance for physical loss or damage to the Work, temporary buildings, falsework, and materials and equipment in transit, and shall insure against at least the following perils or causes of loss: fire; lightning; windstorm; riot; civil commotion; terrorism; vehicle impact; aircraft; smoke; theft; vandalism and malicious mischief; mechanical breakdown, boiler explosion, and artificially generated electric current; earthquake; volcanic activity, and other earth movement; flood; collapse; explosion; debris removal; demolition occasioned by enforcement of Laws and Regulations; water damage (other than that caused by flood); and such other perils or causes of loss as may be specifically required by the Supplementary Conditions. If insurance against mechanical breakdown, boiler explosion, and artificially generated electric current; earthquake; volcanic activity, and other earth movement; or flood, are not commercially available

under builder's risk policies, by endorsement or otherwise, such insurance may be provided through other insurance policies acceptable to Owner and Contractor.

3. cover, as insured property, at least the following: (a) the Work and all materials, supplies, machinery, apparatus, equipment, fixtures, and other property of a similar nature that are to be incorporated into or used in the preparation, fabrication, construction, erection, or completion of the Work, including Owner-furnished or assigned property; (b) spare parts inventory required within the scope of the Contract; and (c) temporary works which are not intended to form part of the permanent constructed Work but which are intended to provide working access to the Site, or to the Work under construction, or which are intended to provide temporary support for the Work under construction, including scaffolding, form work, fences, shoring, falsework, and temporary structures.
4. cover expenses incurred in the repair or replacement of any insured property (including but not limited to fees and charges of engineers and architects).
5. extend to cover damage or loss to insured property while in temporary storage at the Site or in a storage location outside the Site (but not including property stored at the premises of a manufacturer or Supplier).
6. extend to cover damage or loss to insured property while in transit.
7. allow for partial occupation or use of the Work by Owner, such that those portions of the Work that are not yet occupied or used by Owner shall remain covered by the builder's risk insurance.
8. allow for the waiver of the insurer's subrogation rights, as set forth below.
9. provide primary coverage for all losses and damages caused by the perils or causes of loss covered.
10. not include a co-insurance clause.
11. include an exception for ensuing losses from physical damage or loss with respect to any defective workmanship, design, or materials exclusions.
12. include performance/hot testing and start-up.
13. be maintained in effect, subject to the provisions herein regarding Substantial Completion and partial occupancy or use of the Work by Owner, until the Work is complete.

B. *Notice of Cancellation or Change*: All the policies of insurance (and the certificates or other evidence thereof) required to be purchased and maintained in accordance with this Paragraph 6.05 will contain a provision or endorsement that the coverage afforded will not be canceled or materially changed or renewal refused until at least 10 days prior written notice has been given to the purchasing policyholder. Within three days of receipt of any such written notice, the purchasing policyholder shall provide a copy of the notice to each other insured.

C. *Deductibles*: The purchaser of any required builder's risk or property insurance shall pay for costs not covered because of the application of a policy deductible.

D. *Partial Occupancy or Use by Owner*: If Owner will occupy or use a portion or portions of the Work prior to Substantial Completion of all the Work as provided in Paragraph 15.04, then Owner (directly, if it is the purchaser of the builder's risk policy, or through Contractor) will

provide notice of such occupancy or use to the builder's risk insurer. The builder's risk insurance shall not be canceled or permitted to lapse on account of any such partial use or occupancy; rather, those portions of the Work that are occupied or used by Owner may come off the builder's risk policy, while those portions of the Work not yet occupied or used by Owner shall remain covered by the builder's risk insurance.

E. *Additional Insurance*: If Contractor elects to obtain other special insurance to be included in or supplement the builder's risk or property insurance policies provided under this Paragraph 6.05, it may do so at Contractor's expense.

F. *Insurance of Other Property*: If the express insurance provisions of the Contract do not require or address the insurance of a property item or interest, such as tools, construction equipment, or other personal property owned by Contractor, a Subcontractor, or an employee of Contractor or a Subcontractor, then the entity or individual owning such property item will be responsible for deciding whether to insure it, and if so in what amount.

6.06 *Waiver of Rights*

A. All policies purchased in accordance with Paragraph 6.05, expressly including the builder's risk policy, shall contain provisions to the effect that in the event of payment of any loss or damage the insurers will have no rights of recovery against any insureds thereunder, or against Engineer or its consultants, or their officers, directors, members, partners, employees, agents, consultants, or subcontractors. Owner and Contractor waive all rights against each other and the respective officers, directors, members, partners, employees, agents, consultants, and subcontractors of each and any of them, for all losses and damages caused by, arising out of, or resulting from any of the perils or causes of loss covered by such policies and any other property insurance applicable to the Work; and, in addition, waive all such rights against Engineer, its consultants, all Subcontractors, all individuals or entities identified in the Supplementary Conditions as insureds, and the officers, directors, members, partners, employees, agents, consultants, and subcontractors of each and any of them, under such policies for losses and damages so caused. None of the above waivers shall extend to the rights that any party making such waiver may have to the proceeds of insurance held by Owner or Contractor as trustee or fiduciary, or otherwise payable under any policy so issued.

B. Owner waives all rights against Contractor, Subcontractors, and Engineer, and the officers, directors, members, partners, employees, agents, consultants and subcontractors of each and any of them, for:

1. loss due to business interruption, loss of use, or other consequential loss extending beyond direct physical loss or damage to Owner's property or the Work caused by, arising out of, or resulting from fire or other perils whether or not insured by Owner; and

2. loss or damage to the completed Project or part thereof caused by, arising out of, or resulting from fire or other insured peril or cause of loss covered by any property insurance maintained on the completed Project or part thereof by Owner during partial occupancy or use pursuant to Paragraph 15.04, after Substantial Completion pursuant to Paragraph 15.03, or after final payment pursuant to Paragraph 15.06.

C. Any insurance policy maintained by Owner covering any loss, damage or consequential loss referred to in Paragraph 6.06.B shall contain provisions to the effect that in the event of

payment of any such loss, damage, or consequential loss, the insurers will have no rights of recovery against Contractor, Subcontractors, or Engineer, or the officers, directors, members, partners, employees, agents, consultants, or subcontractors of each and any of them.

D. Contractor shall be responsible for assuring that the agreement under which a Subcontractor performs a portion of the Work contains provisions whereby the Subcontractor waives all rights against Owner, Contractor, all individuals or entities identified in the Supplementary Conditions as insureds, the Engineer and its consultants, and the officers, directors, members, partners, employees, agents, consultants, and subcontractors of each and any of them, for all losses and damages caused by, arising out of, relating to, or resulting from any of the perils or causes of loss covered by builder's risk insurance and any other property insurance applicable to the Work.

6.07 *Receipt and Application of Property Insurance Proceeds*

A. Any insured loss under the builder's risk and other policies of insurance required by Paragraph 6.05 will be adjusted and settled with the named insured that purchased the policy. Such named insured shall act as fiduciary for the other insureds, and give notice to such other insureds that adjustment and settlement of a claim is in progress. Any other insured may state its position regarding a claim for insured loss in writing within 15 days after notice of such claim.

B. Proceeds for such insured losses may be made payable by the insurer either jointly to multiple insureds, or to the named insured that purchased the policy in its own right and as fiduciary for other insureds, subject to the requirements of any applicable mortgage clause. A named insured receiving insurance proceeds under the builder's risk and other policies of insurance required by Paragraph 6.05 shall distribute such proceeds in accordance with such agreement as the parties in interest may reach, or as otherwise required under the dispute resolution provisions of this Contract or applicable Laws and Regulations.

C. If no other special agreement is reached, the damaged Work shall be repaired or replaced, the money so received applied on account thereof, and the Work and the cost thereof covered by Change Order, if needed.

ARTICLE 7 – CONTRACTOR'S RESPONSIBILITIES

7.01 *Supervision and Superintendence*

A. Contractor shall supervise, inspect, and direct the Work competently and efficiently, devoting such attention thereto and applying such skills and expertise as may be necessary to perform the Work in accordance with the Contract Documents. Contractor shall be solely responsible for the means, methods, techniques, sequences, and procedures of construction.

B. At all times during the progress of the Work, Contractor shall assign a competent resident superintendent who shall not be replaced without written notice to Owner and Engineer except under extraordinary circumstances.

7.02 *Labor; Working Hours*

A. Contractor shall provide competent, suitably qualified personnel to survey and lay out the Work and perform construction as required by the Contract Documents. Contractor shall at all times maintain good discipline and order at the Site.

B. 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 during regular working hours, 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 Owner's written consent, which will not be unreasonably withheld.

7.03 *Services, Materials, and Equipment*

A. Unless otherwise specified in the Contract Documents, Contractor shall provide and assume full responsibility for all services, materials, equipment, labor, transportation, construction equipment and machinery, tools, appliances, fuel, power, light, heat, telephone, water, sanitary facilities, temporary facilities, and all other facilities and incidentals necessary for the performance, testing, start up, and completion of the Work, whether or not such items are specifically called for in the Contract Documents.

B. All materials and equipment incorporated into the Work shall be of good quality and new, except as otherwise provided in the Contract Documents. All special warranties and guarantees required by the Specifications shall expressly run to the benefit of Owner. If required by Engineer, Contractor shall furnish satisfactory evidence (including reports of required tests) as to the source, kind, and quality of materials and equipment.

C. All materials and equipment shall be stored, applied, installed, connected, erected, protected, used, cleaned, and conditioned in accordance with instructions of the applicable Supplier, except as otherwise may be provided in the Contract Documents.

7.04 *"Or Equals"*

A. Whenever an item of material or equipment is specified or described in the Contract Documents by using the name of a proprietary item or the name of a particular Supplier, the Contract Price has been based upon Contractor furnishing such item as specified. The specification or description of such an item is intended to establish the type, function, appearance, and quality required. Unless the specification or description contains or is followed by words reading that no like, equivalent, or "or equal" item is permitted, Contractor may request that Engineer authorize the use of other items of material or equipment, or items from other proposed suppliers under the circumstances described below.

1. If Engineer in its sole discretion determines that an item of material or equipment proposed by Contractor is functionally equal to that named and sufficiently similar so that no change in related Work will be required, Engineer shall deem it an "or equal" item. For the purposes of this paragraph, a proposed item of material or equipment will be considered functionally equal to an item so named if:

a. in the exercise of reasonable judgment Engineer determines that:

1) it is at least equal in materials of construction, quality, durability, appearance, strength, and design characteristics;

2) it will reliably perform at least equally well the function and achieve the results imposed by the design concept of the completed Project as a functioning whole;

3) it has a proven record of performance and availability of responsive service; and

4) it is not objectionable to Owner.

b. Contractor certifies that, if approved and incorporated into the Work:

1) there will be no increase in cost to the Owner or increase in Contract Times; and

2) it will conform substantially to the detailed requirements of the item named in the Contract Documents.

B. *Contractor's Expense*: Contractor shall provide all data in support of any proposed "or equal" item at Contractor's expense.

C. *Engineer's Evaluation and Determination*: Engineer will be allowed a reasonable time to evaluate each "or-equal" request. Engineer may require Contractor to furnish additional data about the proposed "or-equal" item. Engineer will be the sole judge of acceptability. No "or-equal" item will be ordered, furnished, installed, or utilized until Engineer's review is complete and Engineer determines that the proposed item is an "or-equal", which will be evidenced by an approved Shop Drawing or other written communication. Engineer will advise Contractor in writing of any negative determination.

D. *Effect of Engineer's Determination*: Neither approval nor denial of an "or-equal" request shall result in any change in Contract Price. The Engineer's denial of an "or-equal" request shall be final and binding, and may not be reversed through an appeal under any provision of the Contract Documents.

E. *Treatment as a Substitution Request*: If Engineer determines that an item of material or equipment proposed by Contractor does not qualify as an "or-equal" item, Contractor may request that Engineer considered the proposed item as a substitute pursuant to Paragraph 7.05.

7.05 *Substitutes*

A. Unless the specification or description of an item of material or equipment required to be furnished under the Contract Documents contains or is followed by words reading that no substitution is permitted, Contractor may request that Engineer authorize the use of other items of material or equipment under the circumstances described below. To the extent possible such requests shall be made before commencement of related construction at the Site.

1. Contractor shall submit sufficient information as provided below to allow Engineer to determine if the item of material or equipment proposed is functionally equivalent to that named and an acceptable substitute therefor. Engineer will not accept requests for review of proposed substitute items of material or equipment from anyone other than Contractor.

2. The requirements for review by Engineer will be as set forth in Paragraph 7.05.B, as supplemented by the Specifications, and as Engineer may decide is appropriate under the circumstances.

3. Contractor shall make written application to Engineer for review of a proposed substitute item of material or equipment that Contractor seeks to furnish or use. The application:

a. shall certify that the proposed substitute item will:

1) perform adequately the functions and achieve the results called for by the general design,

2) be similar in substance to that specified, and

3) be suited to the same use as that specified.

b. will state:

1) the extent, if any, to which the use of the proposed substitute item will necessitate a change in Contract Times,

2) whether use of the proposed substitute item in the Work will require a change in any of the Contract Documents (or in the provisions of any other direct contract with Owner for other work on the Project) to adapt the design to the proposed substitute item, and

3) whether incorporation or use of the proposed substitute item in connection with the Work is subject to payment of any license fee or royalty.

c. will identify:

1) all variations of the proposed substitute item from that specified, and

2) available engineering, sales, maintenance, repair, and replacement services.

d. shall contain an itemized estimate of all costs or credits that will result directly or indirectly from use of such substitute item, including but not limited to changes in Contract Price, shared savings, costs of redesign, and claims of other contractors affected by any resulting change.

B. *Engineer's Evaluation and Determination*: Engineer will be allowed a reasonable time to evaluate each substitute request, and to obtain comments and direction from Owner. Engineer may require Contractor to furnish additional data about the proposed substitute item. Engineer will be the sole judge of acceptability. No substitute will be ordered, furnished, installed, or utilized until Engineer's review is complete and Engineer determines that the proposed item is an acceptable substitute. Engineer's determination will be evidenced by a Field Order or a proposed Change Order accounting for the substitution itself and all related impacts, including changes in Contract Price or Contract Times. Engineer will advise Contractor in writing of any negative determination.

C. *Special Guarantee*: Owner may require Contractor to furnish at Contractor's expense a special performance guarantee or other surety with respect to any substitute.

D. *Reimbursement of Engineer's Cost*: Engineer will record Engineer's costs in evaluating a substitute proposed or submitted by Contractor. Whether or not Engineer approves a substitute so proposed or submitted by Contractor, Contractor shall reimburse Owner for the reasonable charges of Engineer for evaluating each such proposed substitute. Contractor shall also reimburse Owner for the reasonable charges of Engineer for making changes in the Contract Documents (or in the provisions of any other direct contract with Owner) resulting from the acceptance of each proposed substitute.

E. *Contractor's Expense*: Contractor shall provide all data in support of any proposed substitute at Contractor's expense.

F. *Effect of Engineer's Determination*: If Engineer approves the substitution request, Contractor shall execute the proposed Change Order and proceed with the substitution. The Engineer's denial of a substitution request shall be final and binding, and may not be reversed through an appeal under any provision of the Contract Documents. Contractor may challenge the scope of reimbursement costs imposed under Paragraph 7.05.D, by timely submittal of a Change Proposal.

7.06 *Concerning Subcontractors, Suppliers, and Others*

A. Contractor may retain Subcontractors and Suppliers for the performance of parts of the Work. Such Subcontractors and Suppliers must be acceptable to Owner.

B. Contractor shall retain specific Subcontractors, Suppliers, or other individuals or entities for the performance of designated parts of the Work if required by the Contract to do so.

C. Subsequent to the submittal of Contractor's Bid or final negotiation of the terms of the Contract, Owner may not require Contractor to retain any Subcontractor, Supplier, or other individual or entity to furnish or perform any of the Work against which Contractor has reasonable objection.

D. Prior to entry into any binding subcontract or purchase order, Contractor shall submit to Owner the identity of the proposed Subcontractor or Supplier (unless Owner has already deemed such proposed Subcontractor or Supplier acceptable, during the bidding process or otherwise). Such proposed Subcontractor or Supplier shall be deemed acceptable to Owner unless Owner raises a substantive, reasonable objection within five days.

E. Owner may require the replacement of any Subcontractor, Supplier, or other individual or entity retained by Contractor to perform any part of the Work. Owner also may require Contractor to retain specific replacements; provided, however, that Owner may not require a replacement to which Contractor has a reasonable objection. If Contractor has submitted the identity of certain Subcontractors, Suppliers, or other individuals or entities for acceptance by Owner, and Owner has accepted it (either in writing or by failing to make written objection thereto), then Owner may subsequently revoke the acceptance of any such Subcontractor, Supplier, or other individual or entity so identified solely on the basis of substantive, reasonable objection after due investigation. Contractor shall submit an acceptable replacement for the rejected Subcontractor, Supplier, or other individual or entity.

F. If Owner requires the replacement of any Subcontractor, Supplier, or other individual or entity retained by Contractor to perform any part of the Work, then Contractor shall be entitled to an adjustment in Contract Price or Contract Times, or both, with respect to the replacement; and Contractor shall initiate a Change Proposal for such adjustment within 30 days of Owner's requirement of replacement.

G. No acceptance by Owner of any such Subcontractor, Supplier, or other individual or entity, whether initially or as a replacement, shall constitute a waiver of the right of Owner to the completion of the Work in accordance with the Contract Documents.

H. On a monthly basis Contractor shall submit to Engineer a complete list of all Subcontractors and Suppliers having a direct contract with Contractor, and of all other Subcontractors and Suppliers known to Contractor at the time of submittal.

I. Contractor shall be fully responsible to Owner and Engineer for all acts and omissions of the Subcontractors, Suppliers, and other individuals or entities performing or furnishing any of the Work just as Contractor is responsible for Contractor's own acts and omissions.

J. Contractor shall be solely responsible for scheduling and coordinating the work of Subcontractors, Suppliers, and all other individuals or entities performing or furnishing any of the Work.

K. Contractor shall restrict all Subcontractors, Suppliers, and such other individuals or entities performing or furnishing any of the Work from communicating with Engineer or Owner, except through Contractor or in case of an emergency, or as otherwise expressly allowed herein.

L. The divisions and sections of the Specifications and the identifications of any Drawings shall not control Contractor in dividing the Work among Subcontractors or Suppliers or delineating the Work to be performed by any specific trade.

M. All Work performed for Contractor by a Subcontractor or Supplier shall be pursuant to an appropriate contractual agreement that specifically binds the Subcontractor or Supplier to the applicable terms and conditions of the Contract Documents for the benefit of Owner and Engineer.

N. Owner may furnish to any Subcontractor or Supplier, to the extent practicable, information about amounts paid to Contractor on account of Work performed for Contractor by the particular Subcontractor or Supplier.

O. Nothing in the Contract Documents:

1. shall create for the benefit of any such Subcontractor, Supplier, or other individual or entity any contractual relationship between Owner or Engineer and any such Subcontractor, Supplier, or other individual or entity; nor

2. shall create any obligation on the part of Owner or Engineer to pay or to see to the payment of any money due any such Subcontractor, Supplier, or other individual or entity except as may otherwise be required by Laws and Regulations.

7.07 *Patent Fees and Royalties*

A. Contractor shall pay all license fees and royalties and assume all costs incident to the use in the performance of the Work or the incorporation in the Work of any invention, design, process, product, or device which is the subject of patent rights or copyrights held by others. If a particular invention, design, process, product, or device is specified in the Contract Documents for use in the performance of the Work and if, to the actual knowledge of Owner or Engineer, its use is subject to patent rights or copyrights calling for the payment of any license fee or royalty to others, the existence of such rights shall be disclosed by Owner in the Contract Documents.

B. To the fullest extent permitted by Laws and Regulations, Owner shall indemnify and hold harmless Contractor, and its officers, directors, members, partners, employees, agents, consultants, and subcontractors from and against all claims, costs, losses, and damages (including but not limited to all fees and charges of engineers, architects, attorneys, and other professionals, and all court or arbitration or other dispute resolution costs) arising out of or relating to any infringement of patent rights or copyrights incident to the use in the performance of the Work or resulting from the incorporation in the Work of any invention, design, process, product, or device specified in the Contract Documents, but not

identified as being subject to payment of any license fee or royalty to others required by patent rights or copyrights.

C. To the fullest extent permitted by Laws and Regulations, Contractor shall indemnify and hold harmless Owner and Engineer, and the officers, directors, members, partners, employees, agents, consultants and subcontractors of each and any of them from and against all claims, costs, losses, and damages (including but not limited to all fees and charges of engineers, architects, attorneys, and other professionals and all court or arbitration or other dispute resolution costs) arising out of or relating to any infringement of patent rights or copyrights incident to the use in the performance of the Work or resulting from the incorporation in the Work of any invention, design, process, product, or device not specified in the Contract Documents.

7.08 *Permits*

A. Unless otherwise provided in the Contract Documents, Contractor shall obtain and pay for all construction permits and licenses. Owner shall assist Contractor, when necessary, in obtaining such permits and licenses. Contractor shall pay all governmental charges and inspection fees necessary for the prosecution of the Work which are applicable at the time of the submission of Contractor's Bid (or when Contractor became bound under a negotiated contract). Owner shall pay all charges of utility owners for connections for providing permanent service to the Work

7.09 *Taxes*

A. Contractor shall pay all sales, consumer, use, and other similar taxes required to be paid by Contractor in accordance with the Laws and Regulations of the place of the Project which are applicable during the performance of the Work.

7.10 *Laws and Regulations*

A. Contractor shall give all notices required by and shall comply with all Laws and Regulations applicable to the performance of the Work. Except where otherwise expressly required by applicable Laws and Regulations, neither Owner nor Engineer shall be responsible for monitoring Contractor's compliance with any Laws or Regulations.

B. If Contractor performs any Work or takes any other action knowing or having reason to know that it is contrary to Laws or Regulations, Contractor shall bear all resulting costs and losses, and shall indemnify and hold harmless Owner and Engineer, and the officers, directors, members, partners, employees, agents, consultants, and subcontractors of each and any of them from and against all claims, costs, losses, and damages (including but not limited to all fees and charges of engineers, architects, attorneys, and other professionals and all court or arbitration or other dispute resolution costs) arising out of or relating to such Work or other action. It shall not be Contractor's responsibility to make certain that the Work described in the Contract Documents is in accordance with Laws and Regulations, but this shall not relieve Contractor of Contractor's obligations under Paragraph 3.03.

C. Owner or Contractor may give notice to the other party of any changes after the submission of Contractor's Bid (or after the date when Contractor became bound under a negotiated contract) in Laws or Regulations having an effect on the cost or time of performance of the Work, including but not limited to changes in Laws or Regulations having an effect on procuring permits and on sales, use, value-added, consumption, and other similar taxes. If Owner and Contractor are unable to agree on entitlement to or on the amount or extent, if any, of any adjustment in Contract Price or Contract Times

resulting from such changes, then within 30 days of such notice Contractor may submit a Change Proposal, or Owner may initiate a Claim.

7.11 *Record Documents*

A. Contractor shall maintain in a safe place at the Site one printed record copy of all Drawings, Specifications, Addenda, Change Orders, Work Change Directives, Field Orders, written interpretations and clarifications, and approved Shop Drawings. Contractor shall keep such record documents in good order and annotate them to show changes made during construction. These record documents, together with all approved Samples, will be available to Engineer for reference. Upon completion of the Work, Contractor shall deliver these record documents to Engineer.

7.12 *Safety and Protection*

A. Contractor shall be solely responsible for initiating, maintaining, and supervising all safety precautions and programs in connection with the Work. Such responsibility does not relieve Subcontractors of their responsibility for the safety of persons or property in the performance of their work, nor for compliance with applicable safety Laws and Regulations. Contractor shall take all necessary precautions for the safety of, and shall provide the necessary protection to prevent damage, injury, or loss to:

1. all persons on the Site or who may be affected by the Work;

2. all the Work and materials and equipment to be incorporated therein, whether in storage on or off the Site; and

3. other property at the Site or adjacent thereto, including trees, shrubs, lawns, walks, pavements, roadways, structures, other work in progress, utilities, and Underground Facilities not designated for removal, relocation, or replacement in the course of construction.

B. Contractor shall comply with all applicable Laws and Regulations relating to the safety of persons or property, or to the protection of persons or property from damage, injury, or loss; and shall erect and maintain all necessary safeguards for such safety and protection. Contractor shall notify Owner; the owners of adjacent property, Underground Facilities, and other utilities; and other contractors and utility owners performing work at or adjacent to the Site, when prosecution of the Work may affect them, and shall cooperate with them in the protection, removal, relocation, and replacement of their property or work in progress.

C. Contractor shall comply with the applicable requirements of Owner's safety programs, if any. The Supplementary Conditions identify any Owner's safety programs that are applicable to the Work.

D. Contractor shall inform Owner and Engineer of the specific requirements of Contractor's safety program with which Owner's and Engineer's employees and representatives must comply while at the Site.

E. All damage, injury, or loss to any property referred to in Paragraph 7.12.A.2 or 7.12.A.3 caused, directly or indirectly, in whole or in part, by Contractor, any Subcontractor, Supplier, or any other individual or entity directly or indirectly employed by any of them to perform any of the Work, or anyone for whose acts any of them may be liable, shall be remedied by Contractor at its expense (except damage or loss attributable to the fault of Drawings or Specifications or to the acts or omissions of Owner or Engineer or anyone

employed by any of them, or anyone for whose acts any of them may be liable, and not attributable, directly or indirectly, in whole or in part, to the fault or negligence of Contractor or any Subcontractor, Supplier, or other individual or entity directly or indirectly employed by any of them).

F. Contractor's duties and responsibilities for safety and protection shall continue until such time as all the Work is completed and Engineer has issued a notice to Owner and Contractor in accordance with Paragraph 15.06.B that the Work is acceptable (except as otherwise expressly provided in connection with Substantial Completion).

G. Contractor's duties and responsibilities for safety and protection shall resume whenever Contractor or any Subcontractor or Supplier returns to the Site to fulfill warranty or correction obligations, or to conduct other tasks arising from the Contract Documents.

7.13 *Safety Representative*

A. Contractor shall designate a qualified and experienced safety representative at the Site whose duties and responsibilities shall be the prevention of accidents and the maintaining and supervising of safety precautions and programs.

7.14 *Hazard Communication Programs*

A. Contractor shall be responsible for coordinating any exchange of material safety data sheets or other hazard communication information required to be made available to or exchanged between or among employers at the Site in accordance with Laws or Regulations.

7.15 *Emergencies*

A. In emergencies affecting the safety or protection of persons or the Work or property at the Site or adjacent thereto, Contractor is obligated to act to prevent threatened damage, injury, or loss. Contractor shall give Engineer prompt written notice if Contractor believes that any significant changes in the Work or variations from the Contract Documents have been caused thereby or are required as a result thereof. If Engineer determines that a change in the Contract Documents is required because of the action taken by Contractor in response to such an emergency, a Work Change Directive or Change Order will be issued.

7.16 *Shop Drawings, Samples, and Other Submittals*

A. *Shop Drawing and Sample Submittal Requirements*:

1. Before submitting a Shop Drawing or Sample, Contractor shall have:

a. reviewed and coordinated the Shop Drawing or Sample with other Shop Drawings and Samples and with the requirements of the Work and the Contract Documents;

b. determined and verified all field measurements, quantities, dimensions, specified performance and design criteria, installation requirements, materials, catalog numbers, and similar information with respect thereto;

c. determined and verified the suitability of all materials and equipment offered with respect to the indicated application, fabrication, shipping, handling, storage, assembly, and installation pertaining to the performance of the Work; and

d. determined and verified all information relative to Contractor's responsibilities for means, methods, techniques, sequences, and procedures of construction, and safety precautions and programs incident thereto.

2. Each submittal shall bear a stamp or specific written certification that Contractor has satisfied Contractor's obligations under the Contract Documents with respect to Contractor's review of that submittal, and that Contractor approves the submittal.

3. With each submittal, Contractor shall give Engineer specific written notice of any variations that the Shop Drawing or Sample may have from the requirements of the Contract Documents. This notice shall be set forth in a written communication separate from the Shop Drawings or Sample submittal; and, in addition, in the case of Shop Drawings by a specific notation made on each Shop Drawing submitted to Engineer for review and approval of each such variation.

B. *Submittal Procedures for Shop Drawings and Samples*: Contractor shall submit Shop Drawings and Samples to Engineer for review and approval in accordance with the accepted Schedule of Submittals. Each submittal will be identified as Engineer may require.

1. *Shop Drawings*:

a. Contractor shall submit the number of copies required in the Specifications.

b. Data shown on the Shop Drawings will be complete with respect to quantities, dimensions, specified performance and design criteria, materials, and similar data to show Engineer the services, materials, and equipment Contractor proposes to provide and to enable Engineer to review the information for the limited purposes required by Paragraph 7.16.D.

2. *Samples*:

a. Contractor shall submit the number of Samples required in the Specifications.

b. Contractor shall clearly identify each Sample as to material, Supplier, pertinent data such as catalog numbers, the use for which intended and other data as Engineer may require to enable Engineer to review the submittal for the limited purposes required by Paragraph 7.16.D.

3. Where a Shop Drawing or Sample is required by the Contract Documents or the Schedule of Submittals, any related Work performed prior to Engineer's review and approval of the pertinent submittal will be at the sole expense and responsibility of Contractor.

C. *Other Submittals*: Contractor shall submit other submittals to Engineer in accordance with the accepted Schedule of Submittals, and pursuant to the applicable terms of the Specifications.

D. *Engineer's Review*:

1. Engineer will provide timely review of Shop Drawings and Samples in accordance with the Schedule of Submittals acceptable to Engineer. Engineer's review and approval will be only to determine if the items covered by the submittals will, after installation or incorporation in the Work, conform to the information given in the Contract Documents and be compatible with the design concept of the completed Project as a functioning whole as indicated by the Contract Documents.

2. Engineer's review and approval will not extend to means, methods, techniques, sequences, or procedures of construction or to safety precautions or programs incident thereto.

3. Engineer's review and approval of a separate item as such will not indicate approval of the assembly in which the item functions.

4. Engineer's review and approval of a Shop Drawing or Sample shall not relieve Contractor from responsibility for any variation from the requirements of the Contract Documents unless Contractor has complied with the requirements of Paragraph 7.16.A.3 and Engineer has given written approval of each such variation by specific written notation thereof incorporated in or accompanying the Shop Drawing or Sample. Engineer will document any such approved variation from the requirements of the Contract Documents in a Field Order.

5. Engineer's review and approval of a Shop Drawing or Sample shall not relieve Contractor from responsibility for complying with the requirements of Paragraph 7.16.A and B.

6. Engineer's review and approval of a Shop Drawing or Sample, or of a variation from the requirements of the Contract Documents, shall not, under any circumstances, change the Contract Times or Contract Price, unless such changes are included in a Change Order.

7. Neither Engineer's receipt, review, acceptance or approval of a Shop Drawing, Sample, or other submittal shall result in such item becoming a Contract Document.

8. Contractor shall perform the Work in compliance with the requirements and commitments set forth in approved Shop Drawings and Samples, subject to the provisions of Paragraph 7.16.D.4.

E. *Resubmittal Procedures*:

1. Contractor shall make corrections required by Engineer and shall return the required number of corrected copies of Shop Drawings and submit, as required, new Samples for review and approval. Contractor shall direct specific attention in writing to revisions other than the corrections called for by Engineer on previous submittals.

2. Contractor shall furnish required submittals with sufficient information and accuracy to obtain required approval of an item with no more than three submittals. Engineer will record Engineer's time for reviewing a fourth or subsequent submittal of a Shop Drawings, sample, or other item requiring approval, and Contractor shall be responsible for Engineer's charges to Owner for such time. Owner may impose a set-off against payments due to Contractor to secure reimbursement for such charges.

3. If Contractor requests a change of a previously approved submittal item, Contractor shall be responsible for Engineer's charges to Owner for its review time, and Owner may impose a set-off against payments due to Contractor to secure reimbursement for such charges, unless the need for such change is beyond the control of Contractor.

7.17 *Contractor's General Warranty and Guarantee*

A. Contractor warrants and guarantees to Owner that all Work will be in accordance with the Contract Documents and will not be defective. Engineer and its officers, directors,

members, partners, employees, agents, consultants, and subcontractors shall be entitled to rely on Contractor's warranty and guarantee.

B. Contractor's warranty and guarantee hereunder excludes defects or damage caused by:

1. abuse, modification, or improper maintenance or operation by persons other than Contractor, Subcontractors, Suppliers, or any other individual or entity for whom Contractor is responsible; or

2. normal wear and tear under normal usage.

C. Contractor's obligation to perform and complete the Work in accordance with the Contract Documents shall be absolute. None of the following will constitute an acceptance of Work that is not in accordance with the Contract Documents or a release of Contractor's obligation to perform the Work in accordance with the Contract Documents:

1. observations by Engineer;

2. recommendation by Engineer or payment by Owner of any progress or final payment;

3. the issuance of a certificate of Substantial Completion by Engineer or any payment related thereto by Owner;

4. use or occupancy of the Work or any part thereof by Owner;

5. any review and approval of a Shop Drawing or Sample submittal;

6. the issuance of a notice of acceptability by Engineer;

7. any inspection, test, or approval by others; or

8. any correction of defective Work by Owner.

D. If the Contract requires the Contractor to accept the assignment of a contract entered into by Owner, then the specific warranties, guarantees, and correction obligations contained in the assigned contract shall govern with respect to Contractor's performance obligations to Owner for the Work described in the assigned contract.

7.18 *Indemnification*

A. To the fullest extent permitted by Laws and Regulations, and in addition to any other obligations of Contractor under the Contract or otherwise, Contractor shall indemnify and hold harmless Owner and Engineer, and the officers, directors, members, partners, employees, agents, consultants and subcontractors of each and any of them from and against all claims, costs, losses, and damages (including but not limited to all fees and charges of engineers, architects, attorneys, and other professionals and all court or arbitration or other dispute resolution costs) arising out of or relating to the performance of the Work, provided that any such claim, cost, loss, or damage is attributable to bodily injury, sickness, disease, or death, or to injury to or destruction of tangible property (other than the Work itself), including the loss of use resulting therefrom but only to the extent caused by any negligent act or omission of Contractor, any Subcontractor, any Supplier, or any individual or entity directly or indirectly employed by any of them to perform any of the Work or anyone for whose acts any of them may be liable.

B. In any and all claims against Owner or Engineer or any of their officers, directors, members, partners, employees, agents, consultants, or subcontractors by any employee (or the survivor or personal representative of such employee) of Contractor, any Subcontractor, any Supplier, or any individual or entity directly or indirectly employed by any of them to

perform any of the Work, or anyone for whose acts any of them may be liable, the indemnification obligation under Paragraph 7.18.A shall not be limited in any way by any limitation on the amount or type of damages, compensation, or benefits payable by or for Contractor or any such Subcontractor, Supplier, or other individual or entity under workers' compensation acts, disability benefit acts, or other employee benefit acts.

C. The indemnification obligations of Contractor under Paragraph 7.18.A shall not extend to the liability of Engineer and Engineer's officers, directors, members, partners, employees, agents, consultants and subcontractors arising out of:

1. the preparation or approval of, or the failure to prepare or approve maps, Drawings, opinions, reports, surveys, Change Orders, designs, or Specifications; or

2. giving directions or instructions, or failing to give them, if that is the primary cause of the injury or damage.

7.19 *Delegation of Professional Design Services*

A. Contractor will not be required to provide professional design services unless such services are specifically required by the Contract Documents for a portion of the Work or unless such services are required to carry out Contractor's responsibilities for construction means, methods, techniques, sequences and procedures. Contractor shall not be required to provide professional services in violation of applicable Laws and Regulations.

B. If professional design services or certifications by a design professional related to systems, materials, or equipment are specifically required of Contractor by the Contract Documents, Owner and Engineer will specify all performance and design criteria that such services must satisfy. Contractor shall cause such services or certifications to be provided by a properly licensed professional, whose signature and seal shall appear on all drawings, calculations, specifications, certifications, and other submittals prepared by such professional. Shop Drawings and other submittals related to the Work designed or certified by such professional, if prepared by others, shall bear such professional's written approval when submitted to Engineer.

C. Owner and Engineer shall be entitled to rely upon the adequacy, accuracy, and completeness of the services, certifications, or approvals performed by such design professionals, provided Owner and Engineer have specified to Contractor all performance and design criteria that such services must satisfy.

D. Pursuant to this paragraph, Engineer's review and approval of design calculations and design drawings will be only for the limited purpose of checking for conformance with performance and design criteria given and the design concept expressed in the Contract Documents. Engineer's review and approval of Shop Drawings and other submittals (except design calculations and design drawings) will be only for the purpose stated in Paragraph 7.16.D.1.

E. Contractor shall not be responsible for the adequacy of the performance or design criteria specified by Owner or Engineer.

ARTICLE 8 – OTHER WORK AT THE SITE

8.01 *Other Work*

A. In addition to and apart from the Work under the Contract Documents, the Owner may perform other work at or adjacent to the Site. Such other work may be performed by

Owner's employees, or through contracts between the Owner and third parties. Owner may also arrange to have third-party utility owners perform work on their utilities and facilities at or adjacent to the Site.

B. If Owner performs other work at or adjacent to the Site with Owner's employees, or through contracts for such other work, then Owner shall give Contractor written notice thereof prior to starting any such other work. If Owner has advance information regarding the start of any utility work at or adjacent to the Site, Owner shall provide such information to Contractor.

C. Contractor shall afford each other contractor that performs such other work, each utility owner performing other work, and Owner, if Owner is performing other work with Owner's employees, proper and safe access to the Site, and provide a reasonable opportunity for the introduction and storage of materials and equipment and the execution of such other work. Contractor shall do all cutting, fitting, and patching of the Work that may be required to properly connect or otherwise make its several parts come together and properly integrate with such other work. Contractor shall not endanger any work of others by cutting, excavating, or otherwise altering such work; provided, however, that Contractor may cut or alter others' work with the written consent of Engineer and the others whose work will be affected.

D. If the proper execution or results of any part of Contractor's Work depends upon work performed by others under this Article 8, Contractor shall inspect such other work and promptly report to Engineer in writing any delays, defects, or deficiencies in such other work that render it unavailable or unsuitable for the proper execution and results of Contractor's Work. Contractor's failure to so report will constitute an acceptance of such other work as fit and proper for integration with Contractor's Work except for latent defects and deficiencies in such other work.

8.02 *Coordination*

A. If Owner intends to contract with others for the performance of other work at or adjacent to the Site, to perform other work at or adjacent to the Site with Owner's employees, or to arrange to have utility owners perform work at or adjacent to the Site, the following will be set forth in the Supplementary Conditions or provided to Contractor prior to the start of any such other work:

1. the identity of the individual or entity that will have authority and responsibility for coordination of the activities among the various contractors;

2. an itemization of the specific matters to be covered by such authority and responsibility; and

3. the extent of such authority and responsibilities.

B. Unless otherwise provided in the Supplementary Conditions, Owner shall have sole authority and responsibility for such coordination.

8.03 *Legal Relationships*

A. If, in the course of performing other work at or adjacent to the Site for Owner, the Owner's employees, any other contractor working for Owner, or any utility owner for whom the Owner is responsible causes damage to the Work or to the property of Contractor or its Subcontractors, or delays, disrupts, interferes with, or increases the scope or cost of the performance of the Work, through actions or inaction, then Contractor shall be entitled to

an equitable adjustment in the Contract Price or the Contract Times, or both. Contractor must submit any Change Proposal seeking an equitable adjustment in the Contract Price or the Contract Times under this paragraph within 30 days of the damaging, delaying, disrupting, or interfering event. The entitlement to, and extent of, any such equitable adjustment shall take into account information (if any) regarding such other work that was provided to Contractor in the Contract Documents prior to the submittal of the Bid or the final negotiation of the terms of the Contract. When applicable, any such equitable adjustment in Contract Price shall be conditioned on Contractor assigning to Owner all Contractor's rights against such other contractor or utility owner with respect to the damage, delay, disruption, or interference that is the subject of the adjustment. Contractor's entitlement to an adjustment of the Contract Times is conditioned on such adjustment being essential to Contractor's ability to complete the Work within the Contract Times.

B. Contractor shall take reasonable and customary measures to avoid damaging, delaying, disrupting, or interfering with the work of Owner, any other contractor, or any utility owner performing other work at or adjacent to the Site. If Contractor fails to take such measures and as a result damages, delays, disrupts, or interferes with the work of any such other contractor or utility owner, then Owner may impose a set-off against payments due to Contractor, and assign to such other contractor or utility owner the Owner's contractual rights against Contractor with respect to the breach of the obligations set forth in this paragraph.

C. When Owner is performing other work at or adjacent to the Site with Owner's employees, Contractor shall be liable to Owner for damage to such other work, and for the reasonable direct delay, disruption, and interference costs incurred by Owner as a result of Contractor's failure to take reasonable and customary measures with respect to Owner's other work. In response to such damage, delay, disruption, or interference, Owner may impose a set-off against payments due to Contractor.

D. If Contractor damages, delays, disrupts, or interferes with the work of any other contractor, or any utility owner performing other work at or adjacent to the Site, through Contractor's failure to take reasonable and customary measures to avoid such impacts, or if any claim arising out of Contractor's actions, inactions, or negligence in performance of the Work at or adjacent to the Site is made by any such other contractor or utility owner against Contractor, Owner, or Engineer, then Contractor shall (1) promptly attempt to settle the claim as to all parties through negotiations with such other contractor or utility owner, or otherwise resolve the claim by arbitration or other dispute resolution proceeding or at law, and (2) indemnify and hold harmless Owner and Engineer, and the officers, directors, members, partners, employees, agents, consultants and subcontractors of each and any of them from and against any such claims, and against all costs, losses, and damages (including but not limited to all fees and charges of engineers, architects, attorneys, and other professionals and all court or arbitration or other dispute resolution costs) arising out of or relating to such damage, delay, disruption, or interference.

ARTICLE 9 – OWNER'S RESPONSIBILITIES

9.01 *Communications to Contractor*

A. Except as otherwise provided in these General Conditions, Owner shall issue all communications to Contractor through Engineer.

9.02 *Replacement of Engineer*

A. Owner may at its discretion appoint an engineer to replace Engineer, provided Contractor makes no reasonable objection to the replacement engineer. The replacement engineer's status under the Contract Documents shall be that of the former Engineer.

9.03 *Furnish Data*

A. Owner shall promptly furnish the data required of Owner under the Contract Documents.

9.04 *Pay When Due*

A. Owner shall make payments to Contractor when they are due as provided in the Agreement.

9.05 *Lands and Easements; Reports, Tests, and Drawings*

A. Owner's duties with respect to providing lands and easements are set forth in Paragraph 5.01.

B. Owner's duties with respect to providing engineering surveys to establish reference points are set forth in Paragraph 4.03.

C. Article 5 refers to Owner's identifying and making available to Contractor copies of reports of explorations and tests of conditions at the Site, and drawings of physical conditions relating to existing surface or subsurface structures at the Site.

9.06 *Insurance*

A. Owner's responsibilities, if any, with respect to purchasing and maintaining liability and property insurance are set forth in Article 6.

9.07 *Change Orders*

A. Owner's responsibilities with respect to Change Orders are set forth in Article 11.

9.08 *Inspections, Tests, and Approvals*

A. Owner's responsibility with respect to certain inspections, tests, and approvals is set forth in Paragraph 14.02.B.

9.09 *Limitations on Owner's Responsibilities*

A. The Owner shall not supervise, direct, or have control or authority over, nor be responsible for, Contractor's means, methods, techniques, sequences, or procedures of construction, or the safety precautions and programs incident thereto, or for any failure of Contractor to comply with Laws and Regulations applicable to the performance of the Work. Owner will not be responsible for Contractor's failure to perform the Work in accordance with the Contract Documents.

9.10 *Undisclosed Hazardous Environmental Condition*

A. Owner's responsibility in respect to an undisclosed Hazardous Environmental Condition is set forth in Paragraph 5.06.

9.11 *Evidence of Financial Arrangements*

A. Upon request of Contractor, Owner shall furnish Contractor reasonable evidence that financial arrangements have been made to satisfy Owner's obligations under the Contract Documents (including obligations under proposed changes in the Work).

9.12 *Safety Programs*

A. While at the Site, Owner's employees and representatives shall comply with the specific applicable requirements of Contractor's safety programs of which Owner has been informed.

B. Owner shall furnish copies of any applicable Owner safety programs to Contractor.

ARTICLE 10 – ENGINEER'S STATUS DURING CONSTRUCTION

10.01 *Owner's Representative*

A. Engineer will be Owner's representative during the construction period. The duties and responsibilities and the limitations of authority of Engineer as Owner's representative during construction are set forth in the Contract.

10.02 *Visits to Site*

A. Engineer will make visits to the Site at intervals appropriate to the various stages of construction as Engineer deems necessary in order to observe as an experienced and qualified design professional the progress that has been made and the quality of the various aspects of Contractor's executed Work. Based on information obtained during such visits and observations, Engineer, for the benefit of Owner, will determine, in general, if the Work is proceeding in accordance with the Contract Documents. Engineer will not be required to make exhaustive or continuous inspections on the Site to check the quality or quantity of the Work. Engineer's efforts will be directed toward providing for Owner a greater degree of confidence that the completed Work will conform generally to the Contract Documents. On the basis of such visits and observations, Engineer will keep Owner informed of the progress of the Work and will endeavor to guard Owner against defective Work.

B. Engineer's visits and observations are subject to all the limitations on Engineer's authority and responsibility set forth in Paragraph 10.08. Particularly, but without limitation, during or as a result of Engineer's visits or observations of Contractor's Work, Engineer will not supervise, direct, control, or have authority over or be responsible for Contractor's means, methods, techniques, sequences, or procedures of construction, or the safety precautions and programs incident thereto, or for any failure of Contractor to comply with Laws and Regulations applicable to the performance of the Work.

10.03 *Project Representative*

A. If Owner and Engineer have agreed that Engineer will furnish a Resident Project Representative to represent Engineer at the Site and assist Engineer in observing the progress and quality of the Work, then the authority and responsibilities of any such Resident Project Representative will be as provided in the Supplementary Conditions, and limitations on the responsibilities thereof will be as provided in Paragraph 10.08. If Owner designates another representative or agent to represent Owner at the Site who is not Engineer's consultant, agent, or employee, the responsibilities and authority and limitations thereon of such other individual or entity will be as provided in the Supplementary Conditions.

10.04 *Rejecting Defective Work*

A. Engineer has the authority to reject Work in accordance with Article 14.

10.05 *Shop Drawings, Change Orders and Payments*

A. Engineer's authority, and limitations thereof, as to Shop Drawings and Samples, are set forth in Paragraph 7.16.

B. Engineer's authority, and limitations thereof, as to design calculations and design drawings submitted in response to a delegation of professional design services, if any, are set forth in Paragraph 7.19.

C. Engineer's authority as to Change Orders is set forth in Article 11.

D. Engineer's authority as to Applications for Payment is set forth in Article 15.

10.06 *Determinations for Unit Price Work*

A. Engineer will determine the actual quantities and classifications of Unit Price Work performed by Contractor as set forth in Paragraph 13.03.

10.07 *Decisions on Requirements of Contract Documents and Acceptability of Work*

A. Engineer will render decisions regarding the requirements of the Contract Documents, and judge the acceptability of the Work, pursuant to the specific procedures set forth herein for initial interpretations, Change Proposals, and acceptance of the Work. In rendering such decisions and judgments, Engineer will not show partiality to Owner or Contractor, and will not be liable to Owner, Contractor, or others in connection with any proceedings, interpretations, decisions, or judgments conducted or rendered in good faith.

10.08 *Limitations on Engineer's Authority and Responsibilities*

A. Neither Engineer's authority or responsibility under this Article 10 or under any other provision of the Contract, nor any decision made by Engineer in good faith either to exercise or not exercise such authority or responsibility or the undertaking, exercise, or performance of any authority or responsibility by Engineer, shall create, impose, or give rise to any duty in contract, tort, or otherwise owed by Engineer to Contractor, any Subcontractor, any Supplier, any other individual or entity, or to any surety for or employee or agent of any of them.

B. Engineer will not supervise, direct, control, or have authority over or be responsible for Contractor's means, methods, techniques, sequences, or procedures of construction, or the safety precautions and programs incident thereto, or for any failure of Contractor to comply with Laws and Regulations applicable to the performance of the Work. Engineer will not be responsible for Contractor's failure to perform the Work in accordance with the Contract Documents.

C. Engineer will not be responsible for the acts or omissions of Contractor or of any Subcontractor, any Supplier, or of any other individual or entity performing any of the Work.

D. Engineer's review of the final Application for Payment and accompanying documentation and all maintenance and operating instructions, schedules, guarantees, bonds, certificates of inspection, tests and approvals, and other documentation required to be delivered by Paragraph 15.06.A will only be to determine generally that their content complies with the requirements of, and in the case of certificates of inspections, tests, and approvals, that the results certified indicate compliance with the Contract Documents.

E. The limitations upon authority and responsibility set forth in this Paragraph 10.08 shall also apply to the Resident Project Representative, if any.

10.09 *Compliance with Safety Program*

A. While at the Site, Engineer's employees and representatives will comply with the specific applicable requirements of Owner's and Contractor's safety programs (if any) of which Engineer has been informed.

ARTICLE 11 – AMENDING THE CONTRACT DOCUMENTS; CHANGES IN THE WORK

11.01 *Amending and Supplementing Contract Documents*

A. The Contract Documents may be amended or supplemented by a Change Order, a Work Change Directive, or a Field Order.

1. *Change Orders*:

a. If an amendment or supplement to the Contract Documents includes a change in the Contract Price or the Contract Times, such amendment or supplement must be set forth in a Change Order. A Change Order also may be used to establish amendments and supplements of the Contract Documents that do not affect the Contract Price or Contract Times.

b. Owner and Contractor may amend those terms and conditions of the Contract Documents that do not involve (1) the performance or acceptability of the Work, (2) the design (as set forth in the Drawings, Specifications, or otherwise), or (3) other engineering or technical matters, without the recommendation of the Engineer. Such an amendment shall be set forth in a Change Order.

2. *Work Change Directives*: A Work Change Directive will not change the Contract Price or the Contract Times but is evidence that the parties expect that the modification ordered or documented by a Work Change Directive will be incorporated in a subsequently issued Change Order, following negotiations by the parties as to the Work Change Directive's effect, if any, on the Contract Price and Contract Times; or, if negotiations are unsuccessful, by a determination under the terms of the Contract Documents governing adjustments, expressly including Paragraph 11.04 regarding change of Contract Price. Contractor must submit any Change Proposal seeking an adjustment of the Contract Price or the Contract Times, or both, no later than 30 days after the completion of the Work set out in the Work Change Directive. Owner must submit any Claim seeking an adjustment of the Contract Price or the Contract Times, or both, no later than 60 days after issuance of the Work Change Directive.

3. *Field Orders*: Engineer may authorize minor changes in the Work if the changes do not involve an adjustment in the Contract Price or the Contract Times and are compatible with the design concept of the completed Project as a functioning whole as indicated by the Contract Documents. Such changes will be accomplished by a Field Order and will be binding on Owner and also on Contractor, which shall perform the Work involved promptly. If Contractor believes that a Field Order justifies an adjustment in the Contract Price or Contract Times, or both, then before proceeding with the Work at issue, Contractor shall submit a Change Proposal as provided herein.

11.02 *Owner-Authorized Changes in the Work*

A. Without invalidating the Contract and without notice to any surety, Owner may, at any time or from time to time, order additions, deletions, or revisions in the Work. Such changes shall be supported by Engineer's recommendation, to the extent the change

involves the design (as set forth in the Drawings, Specifications, or otherwise), or other engineering or technical matters. Such changes may be accomplished by a Change Order, if Owner and Contractor have agreed as to the effect, if any, of the changes on Contract Times or Contract Price; or by a Work Change Directive. Upon receipt of any such document, Contractor shall promptly proceed with the Work involved; or, in the case of a deletion in the Work, promptly cease construction activities with respect to such deleted Work. Added or revised Work shall be performed under the applicable conditions of the Contract Documents. Nothing in this paragraph shall obligate Contractor to undertake work that Contractor reasonably concludes cannot be performed in a manner consistent with Contractor's safety obligations under the Contract Documents or Laws and Regulations.

11.03 *Unauthorized Changes in the Work*

A. Contractor shall not be entitled to an increase in the Contract Price or an extension of the Contract Times with respect to any work performed that is not required by the Contract Documents, as amended, modified, or supplemented, except in the case of an emergency as provided in Paragraph 7.15 or in the case of uncovering Work as provided in Paragraph 14.05.

11.04 *Change of Contract Price*

A. The Contract Price may only be changed by a Change Order. Any Change Proposal for an adjustment in the Contract Price shall comply with the provisions of Paragraph 11.06. Any Claim for an adjustment of Contract Price shall comply with the provisions of Article 12.

B. An adjustment in the Contract Price will be determined as follows:

1. where the Work involved is covered by unit prices contained in the Contract Documents, then by application of such unit prices to the quantities of the items involved (subject to the provisions of Paragraph 13.03); or

2. where the Work involved is not covered by unit prices contained in the Contract Documents, then by a mutually agreed lump sum (which may include an allowance for overhead and profit not necessarily in accordance with Paragraph 11.04.C.2); or

3. where the Work involved is not covered by unit prices contained in the Contract Documents and the parties do not reach mutual agreement to a lump sum, then on the basis of the Cost of the Work (determined as provided in Paragraph 13.01) plus a Contractor's fee for overhead and profit (determined as provided in Paragraph 11.04.C).

C. *Contractor's Fee*: When applicable, the Contractor's fee for overhead and profit shall be determined as follows:

1. a mutually acceptable fixed fee; or

2. if a fixed fee is not agreed upon, then a fee based on the following percentages of the various portions of the Cost of the Work:

a. for costs incurred under Paragraphs 13.01.B.1 and 13.01.B.2, the Contractor's fee shall be 15 percent;

b. for costs incurred under Paragraph 13.01.B.3, the Contractor's fee shall be five percent;

c. where one or more tiers of subcontracts are on the basis of Cost of the Work plus a fee and no fixed fee is agreed upon, the intent of Paragraphs 11.04.C.2.a and

11.04.C.2.b is that the Contractor's fee shall be based on: (1) a fee of 15 percent of the costs incurred under Paragraphs 13.01.A.1 and 13.01.A.2 by the Subcontractor that actually performs the Work, at whatever tier, and (2) with respect to Contractor itself and to any Subcontractors of a tier higher than that of the Subcontractor that actually performs the Work, a fee of five percent of the amount (fee plus underlying costs incurred) attributable to the next lower tier Subcontractor; provided, however, that for any such subcontracted work the maximum total fee to be paid by Owner shall be no greater than 27 percent of the costs incurred by the Subcontractor that actually performs the work;

d. no fee shall be payable on the basis of costs itemized under Paragraphs 13.01.B.4, 13.01.B.5, and 13.01.C;

e. the amount of credit to be allowed by Contractor to Owner for any change which results in a net decrease in cost will be the amount of the actual net decrease in cost plus a deduction in Contractor's fee by an amount equal to five percent of such net decrease; and

f. when both additions and credits are involved in any one change, the adjustment in Contractor's fee shall be computed on the basis of the net change in accordance with Paragraphs 11.04.C.2.a through 11.04.C.2.e, inclusive.

11.05 *Change of Contract Times*

A. The Contract Times may only be changed by a Change Order. Any Change Proposal for an adjustment in the Contract Times shall comply with the provisions of Paragraph 11.06. Any Claim for an adjustment in the Contract Times shall comply with the provisions of Article 12.

B. An adjustment of the Contract Times shall be subject to the limitations set forth in Paragraph 4.05, concerning delays in Contractor's progress.

11.06 *Change Proposals*

A. Contractor shall submit a Change Proposal to Engineer to request an adjustment in the Contract Times or Contract Price; appeal an initial decision by Engineer concerning the requirements of the Contract Documents or relating to the acceptability of the Work under the Contract Documents; contest a set-off against payment due; or seek other relief under the Contract. The Change Proposal shall specify any proposed change in Contract Times or Contract Price, or both, or other proposed relief, and explain the reason for the proposed change, with citations to any governing or applicable provisions of the Contract Documents.

1. *Procedures*: Contractor shall submit each Change Proposal to Engineer promptly (but in no event later than 30 days) after the start of the event giving rise thereto, or after such initial decision. The Contractor shall submit supporting data, including the proposed change in Contract Price or Contract Time (if any), to the Engineer and Owner within 15 days after the submittal of the Change Proposal. The supporting data shall be accompanied by a written statement that the supporting data are accurate and complete, and that any requested time or price adjustment is the entire adjustment to which Contractor believes it is entitled as a result of said event. Engineer will advise Owner regarding the Change Proposal, and consider any comments or response from Owner regarding the Change Proposal.

2. *Engineer's Action*: Engineer will review each Change Proposal and, within 30 days after receipt of the Contractor's supporting data, either deny the Change Proposal in whole, approve it in whole, or deny it in part and approve it in part. Such actions shall be in writing, with a copy provided to Owner and Contractor. If Engineer does not take action on the Change Proposal within 30 days, then either Owner or Contractor may at any time thereafter submit a letter to the other party indicating that as a result of Engineer's inaction the Change Proposal is deemed denied, thereby commencing the time for appeal of the denial under Article 12.

3. *Binding Decision*: Engineer's decision will be final and binding upon Owner and Contractor, unless Owner or Contractor appeals the decision by filing a Claim under Article 12.

B. *Resolution of Certain Change Proposals*: If the Change Proposal does not involve the design (as set forth in the Drawings, Specifications, or otherwise), the acceptability of the Work, or other engineering or technical matters, then Engineer will notify the parties that the Engineer is unable to resolve the Change Proposal. For purposes of further resolution of such a Change Proposal, such notice shall be deemed a denial, and Contractor may choose to seek resolution under the terms of Article 12.

11.07 *Execution of Change Orders*

A. Owner and Contractor shall execute appropriate Change Orders covering:

1. changes in the Contract Price or Contract Times which are agreed to by the parties, including any undisputed sum or amount of time for Work actually performed in accordance with a Work Change Directive;

2. changes in Contract Price resulting from an Owner set-off, unless Contractor has duly contested such set-off;

3. changes in the Work which are: (a) ordered by Owner pursuant to Paragraph 11.02, (b) required because of Owner's acceptance of defective Work under Paragraph 14.04 or Owner's correction of defective Work under Paragraph 14.07, or (c) agreed to by the parties, subject to the need for Engineer's recommendation if the change in the Work involves the design (as set forth in the Drawings, Specifications, or otherwise), or other engineering or technical matters; and

4. changes in the Contract Price or Contract Times, or other changes, which embody the substance of any final and binding results under Paragraph 11.06, or Article 12.

B. If Owner or Contractor refuses to execute a Change Order that is required to be executed under the terms of this Paragraph 11.07, it shall be deemed to be of full force and effect, as if fully executed.

11.08 *Notification to Surety*

A. If the provisions of any bond require notice to be given to a surety of any change affecting the general scope of the Work or the provisions of the Contract Documents (including, but not limited to, Contract Price or Contract Times), the giving of any such notice will be Contractor's responsibility. The amount of each applicable bond will be adjusted to reflect the effect of any such change.

ARTICLE 12 – CLAIMS

12.01 *Claims*

A. *Claims Process*: The following disputes between Owner and Contractor shall be submitted to the Claims process set forth in this Article:

1. Appeals by Owner or Contractor of Engineer's decisions regarding Change Proposals;

2. Owner demands for adjustments in the Contract Price or Contract Times, or other relief under the Contract Documents; and

3. Disputes that Engineer has been unable to address because they do not involve the design (as set forth in the Drawings, Specifications, or otherwise), the acceptability of the Work, or other engineering or technical matters.

B. *Submittal of Claim*: The party submitting a Claim shall deliver it directly to the other party to the Contract promptly (but in no event later than 30 days) after the start of the event giving rise thereto; in the case of appeals regarding Change Proposals within 30 days of the decision under appeal. The party submitting the Claim shall also furnish a copy to the Engineer, for its information only. The responsibility to substantiate a Claim shall rest with the party making the Claim. In the case of a Claim by Contractor seeking an increase in the Contract Times or Contract Price, or both, Contractor shall certify that the Claim is made in good faith, that the supporting data are accurate and complete, and that to the best of Contractor's knowledge and belief the amount of time or money requested accurately reflects the full amount to which Contractor is entitled.

C. *Review and Resolution*: The party receiving a Claim shall review it thoroughly, giving full consideration to its merits. The two parties shall seek to resolve the Claim through the exchange of information and direct negotiations. The parties may extend the time for resolving the Claim by mutual agreement. All actions taken on a Claim shall be stated in writing and submitted to the other party, with a copy to Engineer.

D. *Mediation*:

1. At any time after initiation of a Claim, Owner and Contractor may mutually agree to mediation of the underlying dispute. The agreement to mediate shall stay the Claim submittal and response process.

2. If Owner and Contractor agree to mediation, then after 60 days from such agreement, either Owner or Contractor may unilaterally terminate the mediation process, and the Claim submittal and decision process shall resume as of the date of the termination. If the mediation proceeds but is unsuccessful in resolving the dispute, the Claim submittal and decision process shall resume as of the date of the conclusion of the mediation, as determined by the mediator.

3. Owner and Contractor shall each pay one-half of the mediator's fees and costs.

E. *Partial Approval*: If the party receiving a Claim approves the Claim in part and denies it in part, such action shall be final and binding unless within 30 days of such action the other party invokes the procedure set forth in Article 17 for final resolution of disputes.

F. *Denial of Claim*: If efforts to resolve a Claim are not successful, the party receiving the Claim may deny it by giving written notice of denial to the other party. If the receiving party does not take action on the Claim within 90 days, then either Owner or Contractor may at any time thereafter submit a letter to the other party indicating that as a result of the inaction,

the Claim is deemed denied, thereby commencing the time for appeal of the denial. A denial of the Claim shall be final and binding unless within 30 days of the denial the other party invokes the procedure set forth in Article 17 for the final resolution of disputes.

G. *Final and Binding Results*: If the parties reach a mutual agreement regarding a Claim, whether through approval of the Claim, direct negotiations, mediation, or otherwise; or if a Claim is approved in part and denied in part, or denied in full, and such actions become final and binding; then the results of the agreement or action on the Claim shall be incorporated in a Change Order to the extent they affect the Contract, including the Work, the Contract Times, or the Contract Price.

ARTICLE 13 – COST OF THE WORK; ALLOWANCES; UNIT PRICE WORK

13.01 *Cost of the Work*

A. *Purposes for Determination of Cost of the Work*: The term Cost of the Work means the sum of all costs necessary for the proper performance of the Work at issue, as further defined below. The provisions of this Paragraph 13.01 are used for two distinct purposes:

1. To determine Cost of the Work when Cost of the Work is a component of the Contract Price, under cost-plus-fee, time-and-materials, or other cost-based terms; or

2. To determine the value of a Change Order, Change Proposal, Claim, set-off, or other adjustment in Contract Price. When the value of any such adjustment is determined on the basis of Cost of the Work, Contractor is entitled only to those additional or incremental costs required because of the change in the Work or because of the event giving rise to the adjustment.

B. *Costs Included*: Except as otherwise may be agreed to in writing by Owner, costs included in the Cost of the Work shall be in amounts no higher than those prevailing in the locality of the Project, shall not include any of the costs itemized in Paragraph 13.01.C, and shall include only the following items:

1. Payroll costs for employees in the direct employ of Contractor in the performance of the Work under schedules of job classifications agreed upon by Owner and Contractor. Such employees shall include, without limitation, superintendents, foremen, and other personnel employed full time on the Work. Payroll costs for employees not employed full time on the Work shall be apportioned on the basis of their time spent on the Work. Payroll costs shall include, but not be limited to, salaries and wages plus the cost of fringe benefits, which shall include social security contributions, unemployment, excise, and payroll taxes, workers' compensation, health and retirement benefits, bonuses, sick leave, and vacation and holiday pay applicable thereto. The expenses of performing Work outside of regular working hours, on Saturday, Sunday, or legal holidays, shall be included in the above to the extent authorized by Owner.

2. Cost of all materials and equipment furnished and incorporated in the Work, including costs of transportation and storage thereof, and Suppliers' field services required in connection therewith. All cash discounts shall accrue to Contractor unless Owner deposits funds with Contractor with which to make payments, in which case the cash discounts shall accrue to Owner. All trade discounts, rebates, and refunds and returns from sale of surplus materials and equipment shall accrue to Owner, and Contractor shall make provisions so that they may be obtained.

3. Payments made by Contractor to Subcontractors for Work performed by Subcontractors. If required by Owner, Contractor shall obtain competitive bids from subcontractors acceptable to Owner and Contractor and shall deliver such bids to Owner, who will then determine, with the advice of Engineer, which bids, if any, will be acceptable. If any subcontract provides that the Subcontractor is to be paid on the basis of Cost of the Work plus a fee, the Subcontractor's Cost of the Work and fee shall be determined in the same manner as Contractor's Cost of the Work and fee as provided in this Paragraph 13.01.

4. Costs of special consultants (including but not limited to engineers, architects, testing laboratories, surveyors, attorneys, and accountants) employed for services specifically related to the Work.

5. Supplemental costs including the following:

    a. The proportion of necessary transportation, travel, and subsistence expenses of Contractor's employees incurred in discharge of duties connected with the Work.

    b. Cost, including transportation and maintenance, of all materials, supplies, equipment, machinery, appliances, office, and temporary facilities at the Site, and hand tools not owned by the workers, which are consumed in the performance of the Work, and cost, less market value, of such items used but not consumed which remain the property of Contractor.

    c. Rentals of all construction equipment and machinery, and the parts thereof, whether rented from Contractor or others in accordance with rental agreements approved by Owner with the advice of Engineer, and the costs of transportation, loading, unloading, assembly, dismantling, and removal thereof. All such costs shall be in accordance with the terms of said rental agreements. The rental of any such equipment, machinery, or parts shall cease when the use thereof is no longer necessary for the Work.

    d. Sales, consumer, use, and other similar taxes related to the Work, and for which Contractor is liable, as imposed by Laws and Regulations.

    e. Deposits lost for causes other than negligence of Contractor, any Subcontractor, or anyone directly or indirectly employed by any of them or for whose acts any of them may be liable, and royalty payments and fees for permits and licenses.

    f. Losses and damages (and related expenses) caused by damage to the Work, not compensated by insurance or otherwise, sustained by Contractor in connection with the performance of the Work (except losses and damages within the deductible amounts of property insurance established in accordance with Paragraph 6.05), provided such losses and damages have resulted from causes other than the negligence of Contractor, any Subcontractor, or anyone directly or indirectly employed by any of them or for whose acts any of them may be liable. Such losses shall include settlements made with the written consent and approval of Owner. No such losses, damages, and expenses shall be included in the Cost of the Work for the purpose of determining Contractor's fee.

    g. The cost of utilities, fuel, and sanitary facilities at the Site.

    h. Minor expenses such as communication service at the Site, express and courier services, and similar petty cash items in connection with the Work.

i. The costs of premiums for all bonds and insurance that Contractor is required by the Contract Documents to purchase and maintain.

C. *Costs Excluded*: The term Cost of the Work shall not include any of the following items:

1. Payroll costs and other compensation of Contractor's officers, executives, principals (of partnerships and sole proprietorships), general managers, safety managers, engineers, architects, estimators, attorneys, auditors, accountants, purchasing and contracting agents, expediters, timekeepers, clerks, and other personnel employed by Contractor, whether at the Site or in Contractor's principal or branch office for general administration of the Work and not specifically included in the agreed upon schedule of job classifications referred to in Paragraph 13.01.B.1 or specifically covered by Paragraph 13.01.B.4. The payroll costs and other compensation excluded here are to be considered administrative costs covered by the Contractor's fee.

2. Expenses of Contractor's principal and branch offices other than Contractor's office at the Site.

3. Any part of Contractor's capital expenses, including interest on Contractor's capital employed for the Work and charges against Contractor for delinquent payments.

4. Costs due to the negligence of Contractor, any Subcontractor, or anyone directly or indirectly employed by any of them or for whose acts any of them may be liable, including but not limited to, the correction of defective Work, disposal of materials or equipment wrongly supplied, and making good any damage to property.

5. Other overhead or general expense costs of any kind and the costs of any item not specifically and expressly included in Paragraph 13.01.B.

D. *Contractor's Fee*: When the Work as a whole is performed on the basis of cost-plus, Contractor's fee shall be determined as set forth in the Agreement. When the value of any Work covered by a Change Order, Change Proposal, Claim, set-off, or other adjustment in Contract Price is determined on the basis of Cost of the Work, Contractor's fee shall be determined as set forth in Paragraph 11.04.C.

E. *Documentation*: Whenever the Cost of the Work for any purpose is to be determined pursuant to this Article 13, Contractor will establish and maintain records thereof in accordance with generally accepted accounting practices and submit in a form acceptable to Engineer an itemized cost breakdown together with supporting data.

13.02 *Allowances*

A. It is understood that Contractor has included in the Contract Price all allowances so named in the Contract Documents and shall cause the Work so covered to be performed for such sums and by such persons or entities as may be acceptable to Owner and Engineer.

B. *Cash Allowances*: Contractor agrees that:

1. the cash allowances include the cost to Contractor (less any applicable trade discounts) of materials and equipment required by the allowances to be delivered at the Site, and all applicable taxes; and

2. Contractor's costs for unloading and handling on the Site, labor, installation, overhead, profit, and other expenses contemplated for the cash allowances have been included in the Contract Price and not in the allowances, and no demand for additional payment on account of any of the foregoing will be valid.

C. *Contingency Allowance*: Contractor agrees that a contingency allowance, if any, is for the sole use of Owner to cover unanticipated costs.

D. Prior to final payment, an appropriate Change Order will be issued as recommended by Engineer to reflect actual amounts due Contractor on account of Work covered by allowances, and the Contract Price shall be correspondingly adjusted.

13.03 *Unit Price Work*

A. Where the Contract Documents provide that all or part of the Work is to be Unit Price Work, initially the Contract Price will be deemed to include for all Unit Price Work an amount equal to the sum of the unit price for each separately identified item of Unit Price Work times the estimated quantity of each item as indicated in the Agreement.

B. The estimated quantities of items of Unit Price Work are not guaranteed and are solely for the purpose of comparison of Bids and determining an initial Contract Price. Payments to Contractor for Unit Price Work will be based on actual quantities.

C. Each unit price will be deemed to include an amount considered by Contractor to be adequate to cover Contractor's overhead and profit for each separately identified item.

D. Engineer will determine the actual quantities and classifications of Unit Price Work performed by Contractor. Engineer will review with Contractor the Engineer's preliminary determinations on such matters before rendering a written decision thereon (by recommendation of an Application for Payment or otherwise). Engineer's written decision thereon will be final and binding (except as modified by Engineer to reflect changed factual conditions or more accurate data) upon Owner and Contractor, subject to the provisions of the following paragraph.

E. Within 30 days of Engineer's written decision under the preceding paragraph, Contractor may submit a Change Proposal, or Owner may file a Claim, seeking an adjustment in the Contract Price if:

1. the quantity of any item of Unit Price Work performed by Contractor differs materially and significantly from the estimated quantity of such item indicated in the Agreement;

2. there is no corresponding adjustment with respect to any other item of Work; and

3. Contractor believes that it is entitled to an increase in Contract Price as a result of having incurred additional expense or Owner believes that Owner is entitled to a decrease in Contract Price, and the parties are unable to agree as to the amount of any such increase or decrease.

ARTICLE 14 – TESTS AND INSPECTIONS; CORRECTION, REMOVAL OR ACCEPTANCE OF DEFECTIVE WORK

14.01 *Access to Work*

A. Owner, Engineer, their consultants and other representatives and personnel of Owner, independent testing laboratories, and authorities having jurisdiction will have access to the Site and the Work at reasonable times for their observation, inspection, and testing. Contractor shall provide them proper and safe conditions for such access and advise them of Contractor's safety procedures and programs so that they may comply therewith as applicable.

14.02 *Tests, Inspections, and Approvals*

A. Contractor shall give Engineer timely notice of readiness of the Work (or specific parts thereof) for all required inspections and tests, and shall cooperate with inspection and testing personnel to facilitate required inspections and tests.

B. Owner shall retain and pay for the services of an independent inspector, testing laboratory, or other qualified individual or entity to perform all inspections and tests expressly required by the Contract Documents to be furnished and paid for by Owner, except that costs incurred in connection with tests or inspections of covered Work shall be governed by the provisions of Paragraph 14.05.

C. If Laws or Regulations of any public body having jurisdiction require any Work (or part thereof) specifically to be inspected, tested, or approved by an employee or other representative of such public body, Contractor shall assume full responsibility for arranging and obtaining such inspections, tests, or approvals, pay all costs in connection therewith, and furnish Engineer the required certificates of inspection or approval.

D. Contractor shall be responsible for arranging, obtaining, and paying for all inspections and tests required:

1. by the Contract Documents, unless the Contract Documents expressly allocate responsibility for a specific inspection or test to Owner;

2. to attain Owner's and Engineer's acceptance of materials or equipment to be incorporated in the Work;

3. by manufacturers of equipment furnished under the Contract Documents;

4. for testing, adjusting, and balancing of mechanical, electrical, and other equipment to be incorporated into the Work; and

5. for acceptance of materials, mix designs, or equipment submitted for approval prior to Contractor's purchase thereof for incorporation in the Work.

Such inspections and tests shall be performed by independent inspectors, testing laboratories, or other qualified individuals or entities acceptable to Owner and Engineer.

E. If the Contract Documents require the Work (or part thereof) to be approved by Owner, Engineer, or another designated individual or entity, then Contractor shall assume full responsibility for arranging and obtaining such approvals.

F. If any Work (or the work of others) that is to be inspected, tested, or approved is covered by Contractor without written concurrence of Engineer, Contractor shall, if requested by Engineer, uncover such Work for observation. Such uncovering shall be at Contractor's expense unless Contractor had given Engineer timely notice of Contractor's intention to cover the same and Engineer had not acted with reasonable promptness in response to such notice.

14.03 *Defective Work*

A. *Contractor's Obligation*: It is Contractor's obligation to assure that the Work is not defective.

B. *Engineer's Authority*: Engineer has the authority to determine whether Work is defective, and to reject defective Work.

C. *Notice of Defects*: Prompt notice of all defective Work of which Owner or Engineer has actual knowledge will be given to Contractor.

D. *Correction, or Removal and Replacement*: Promptly after receipt of written notice of defective Work, Contractor shall correct all such defective Work, whether or not fabricated, installed, or completed, or, if Engineer has rejected the defective Work, remove it from the Project and replace it with Work that is not defective.

E. *Preservation of Warranties*: When correcting defective Work, Contractor shall take no action that would void or otherwise impair Owner's special warranty and guarantee, if any, on said Work.

F. *Costs and Damages*: In addition to its correction, removal, and replacement obligations with respect to defective Work, Contractor shall pay all claims, costs, losses, and damages arising out of or relating to defective Work, including but not limited to the cost of the inspection, testing, correction, removal, replacement, or reconstruction of such defective Work, fines levied against Owner by governmental authorities because the Work is defective, and the costs of repair or replacement of work of others resulting from defective Work. Prior to final payment, if Owner and Contractor are unable to agree as to the measure of such claims, costs, losses, and damages resulting from defective Work, then Owner may impose a reasonable set-off against payments due under Article 15.

14.04 *Acceptance of Defective Work*

A. If, instead of requiring correction or removal and replacement of defective Work, Owner prefers to accept it, Owner may do so (subject, if such acceptance occurs prior to final payment, to Engineer's confirmation that such acceptance is in general accord with the design intent and applicable engineering principles, and will not endanger public safety). Contractor shall pay all claims, costs, losses, and damages attributable to Owner's evaluation of and determination to accept such defective Work (such costs to be approved by Engineer as to reasonableness), and for the diminished value of the Work to the extent not otherwise paid by Contractor. If any such acceptance occurs prior to final payment, the necessary revisions in the Contract Documents with respect to the Work shall be incorporated in a Change Order. If the parties are unable to agree as to the decrease in the Contract Price, reflecting the diminished value of Work so accepted, then Owner may impose a reasonable set-off against payments due under Article 15. If the acceptance of defective Work occurs after final payment, Contractor shall pay an appropriate amount to Owner.

14.05 *Uncovering Work*

A. Engineer has the authority to require additional inspection or testing of the Work, whether or not the Work is fabricated, installed, or completed.

B. If any Work is covered contrary to the written request of Engineer, then Contractor shall, if requested by Engineer, uncover such Work for Engineer's observation, and then replace the covering, all at Contractor's expense.

C. If Engineer considers it necessary or advisable that covered Work be observed by Engineer or inspected or tested by others, then Contractor, at Engineer's request, shall uncover, expose, or otherwise make available for observation, inspection, or testing as Engineer may require, that portion of the Work in question, and provide all necessary labor, material, and equipment.

1. If it is found that the uncovered Work is defective, Contractor shall be responsible for all claims, costs, losses, and damages arising out of or relating to such uncovering, exposure, observation, inspection, and testing, and of satisfactory replacement or reconstruction (including but not limited to all costs of repair or replacement of work of others); and pending Contractor's full discharge of this responsibility the Owner shall be entitled to impose a reasonable set-off against payments due under Article 15.

2. If the uncovered Work is not found to be defective, Contractor shall be allowed an increase in the Contract Price or an extension of the Contract Times, or both, directly attributable to such uncovering, exposure, observation, inspection, testing, replacement, and reconstruction. If the parties are unable to agree as to the amount or extent thereof, then Contractor may submit a Change Proposal within 30 days of the determination that the Work is not defective.

14.06 *Owner May Stop the Work*

A. If the Work is defective, or Contractor fails to supply sufficient skilled workers or suitable materials or equipment, or fails to perform the Work in such a way that the completed Work will conform to the Contract Documents, then Owner may order Contractor to stop the Work, or any portion thereof, until the cause for such order has been eliminated; however, this right of Owner to stop the Work shall not give rise to any duty on the part of Owner to exercise this right for the benefit of Contractor, any Subcontractor, any Supplier, any other individual or entity, or any surety for, or employee or agent of any of them.

14.07 *Owner May Correct Defective Work*

A. If Contractor fails within a reasonable time after written notice from Engineer to correct defective Work, or to remove and replace rejected Work as required by Engineer, or if Contractor fails to perform the Work in accordance with the Contract Documents, or if Contractor fails to comply with any other provision of the Contract Documents, then Owner may, after seven days written notice to Contractor, correct or remedy any such deficiency.

B. In exercising the rights and remedies under this Paragraph 14.07, Owner shall proceed expeditiously. In connection with such corrective or remedial action, Owner may exclude Contractor from all or part of the Site, take possession of all or part of the Work and suspend Contractor's services related thereto, and incorporate in the Work all materials and equipment stored at the Site or for which Owner has paid Contractor but which are stored elsewhere. Contractor shall allow Owner, Owner's representatives, agents and employees, Owner's other contractors, and Engineer and Engineer's consultants access to the Site to enable Owner to exercise the rights and remedies under this paragraph.

C. All claims, costs, losses, and damages incurred or sustained by Owner in exercising the rights and remedies under this Paragraph 14.07 will be charged against Contractor as set-offs against payments due under Article 15. Such claims, costs, losses and damages will include but not be limited to all costs of repair, or replacement of work of others destroyed or damaged by correction, removal, or replacement of Contractor's defective Work.

D. Contractor shall not be allowed an extension of the Contract Times because of any delay in the performance of the Work attributable to the exercise by Owner of Owner's rights and remedies under this Paragraph 14.07.

ARTICLE 15 – PAYMENTS TO CONTRACTOR; SET-OFFS; COMPLETION; CORRECTION PERIOD

15.01 *Progress Payments*

A. *Basis for Progress Payments*: The Schedule of Values established as provided in Article 2 will serve as the basis for progress payments and will be incorporated into a form of Application for Payment acceptable to Engineer. Progress payments on account of Unit Price Work will be based on the number of units completed during the pay period, as determined under the provisions of Paragraph 13.03. Progress payments for cost-based Work will be based on Cost of the Work completed by Contractor during the pay period.

B. *Applications for Payments*:

1. At least 20 days before the date established in the Agreement for each progress payment (but not more often than once a month), Contractor shall submit to Engineer for review an Application for Payment filled out and signed by Contractor covering the Work completed as of the date of the Application and accompanied by such supporting documentation as is required by the Contract Documents. If payment is requested on the basis of materials and equipment not incorporated in the Work but delivered and suitably stored at the Site or at another location agreed to in writing, the Application for Payment shall also be accompanied by a bill of sale, invoice, or other documentation warranting that Owner has received the materials and equipment free and clear of all Liens, and evidence that the materials and equipment are covered by appropriate property insurance, a warehouse bond, or other arrangements to protect Owner's interest therein, all of which must be satisfactory to Owner.

2. Beginning with the second Application for Payment, each Application shall include an affidavit of Contractor stating that all previous progress payments received on account of the Work have been applied on account to discharge Contractor's legitimate obligations associated with prior Applications for Payment.

3. The amount of retainage with respect to progress payments will be as stipulated in the Agreement.

C. *Review of Applications*:

1. Engineer will, within 10 days after receipt of each Application for Payment, including each resubmittal, either indicate in writing a recommendation of payment and present the Application to Owner, or return the Application to Contractor indicating in writing Engineer's reasons for refusing to recommend payment. In the latter case, Contractor may make the necessary corrections and resubmit the Application.

2. Engineer's recommendation of any payment requested in an Application for Payment will constitute a representation by Engineer to Owner, based on Engineer's observations of the executed Work as an experienced and qualified design professional, and on Engineer's review of the Application for Payment and the accompanying data and schedules, that to the best of Engineer's knowledge, information and belief:

a. the Work has progressed to the point indicated;

b. the quality of the Work is generally in accordance with the Contract Documents (subject to an evaluation of the Work as a functioning whole prior to or upon Substantial Completion, the results of any subsequent tests called for in the

Contract Documents, a final determination of quantities and classifications for Unit Price Work under Paragraph 13.03, and any other qualifications stated in the recommendation); and

c. the conditions precedent to Contractor's being entitled to such payment appear to have been fulfilled in so far as it is Engineer's responsibility to observe the Work.

3. By recommending any such payment Engineer will not thereby be deemed to have represented that:

   a. inspections made to check the quality or the quantity of the Work as it has been performed have been exhaustive, extended to every aspect of the Work in progress, or involved detailed inspections of the Work beyond the responsibilities specifically assigned to Engineer in the Contract; or

   b. there may not be other matters or issues between the parties that might entitle Contractor to be paid additionally by Owner or entitle Owner to withhold payment to Contractor.

4. Neither Engineer's review of Contractor's Work for the purposes of recommending payments nor Engineer's recommendation of any payment, including final payment, will impose responsibility on Engineer:

   a. to supervise, direct, or control the Work, or

   b. for the means, methods, techniques, sequences, or procedures of construction, or the safety precautions and programs incident thereto, or

   c. for Contractor's failure to comply with Laws and Regulations applicable to Contractor's performance of the Work, or

   d. to make any examination to ascertain how or for what purposes Contractor has used the money paid on account of the Contract Price, or

   e. to determine that title to any of the Work, materials, or equipment has passed to Owner free and clear of any Liens.

5. Engineer may refuse to recommend the whole or any part of any payment if, in Engineer's opinion, it would be incorrect to make the representations to Owner stated in Paragraph 15.01.C.2.

6. Engineer will recommend reductions in payment (set-offs) necessary in Engineer's opinion to protect Owner from loss because:

   a. the Work is defective, requiring correction or replacement;

   b. the Contract Price has been reduced by Change Orders;

   c. Owner has been required to correct defective Work in accordance with Paragraph 14.07, or has accepted defective Work pursuant to Paragraph 14.04;

   d. Owner has been required to remove or remediate a Hazardous Environmental Condition for which Contractor is responsible; or

   e. Engineer has actual knowledge of the occurrence of any of the events that would constitute a default by Contractor and therefore justify termination for cause under the Contract Documents.

D. *Payment Becomes Due*:

1. Ten days after presentation of the Application for Payment to Owner with Engineer's recommendation, the amount recommended (subject to any Owner set-offs) will become due, and when due will be paid by Owner to Contractor.

E. *Reductions in Payment by Owner*:

1. In addition to any reductions in payment (set-offs) recommended by Engineer, Owner is entitled to impose a set-off against payment based on any of the following:

    a. claims have been made against Owner on account of Contractor's conduct in the performance or furnishing of the Work, or Owner has incurred costs, losses, or damages on account of Contractor's conduct in the performance or furnishing of the Work, including but not limited to claims, costs, losses, or damages from workplace injuries, adjacent property damage, non-compliance with Laws and Regulations, and patent infringement;

    b. Contractor has failed to take reasonable and customary measures to avoid damage, delay, disruption, and interference with other work at or adjacent to the Site;

    c. Contractor has failed to provide and maintain required bonds or insurance;

    d. Owner has been required to remove or remediate a Hazardous Environmental Condition for which Contractor is responsible;

    e. Owner has incurred extra charges or engineering costs related to submittal reviews, evaluations of proposed substitutes, tests and inspections, or return visits to manufacturing or assembly facilities;

    f. the Work is defective, requiring correction or replacement;

    g. Owner has been required to correct defective Work in accordance with Paragraph 14.07, or has accepted defective Work pursuant to Paragraph 14.04;

    h. the Contract Price has been reduced by Change Orders;

    i. an event that would constitute a default by Contractor and therefore justify a termination for cause has occurred;

    j. liquidated damages have accrued as a result of Contractor's failure to achieve Milestones, Substantial Completion, or final completion of the Work;

    k. Liens have been filed in connection with the Work, except where Contractor has delivered a specific bond satisfactory to Owner to secure the satisfaction and discharge of such Liens;

    l. there are other items entitling Owner to a set off against the amount recommended.

2. If Owner imposes any set-off against payment, whether based on its own knowledge or on the written recommendations of Engineer, Owner will give Contractor immediate written notice (with a copy to Engineer) stating the reasons for such action and the specific amount of the reduction, and promptly pay Contractor any amount remaining after deduction of the amount so withheld. Owner shall promptly pay Contractor the amount so withheld, or any adjustment thereto agreed to by Owner and Contractor, if Contractor remedies the reasons for such action. The reduction

imposed shall be binding on Contractor unless it duly submits a Change Proposal contesting the reduction.

3. Upon a subsequent determination that Owner's refusal of payment was not justified, the amount wrongfully withheld shall be treated as an amount due as determined by Paragraph 15.01.C.1 and subject to interest as provided in the Agreement.

15.02 *Contractor's Warranty of Title*

A. Contractor warrants and guarantees that title to all Work, materials, and equipment furnished under the Contract will pass to Owner free and clear of (1) all Liens and other title defects, and (2) all patent, licensing, copyright, or royalty obligations, no later than seven days after the time of payment by Owner.

15.03 *Substantial Completion*

A. When Contractor considers the entire Work ready for its intended use Contractor shall notify Owner and Engineer in writing that the entire Work is substantially complete and request that Engineer issue a certificate of Substantial Completion. Contractor shall at the same time submit to Owner and Engineer an initial draft of punch list items to be completed or corrected before final payment.

B. Promptly after Contractor's notification, Owner, Contractor, and Engineer shall make an inspection of the Work to determine the status of completion. If Engineer does not consider the Work substantially complete, Engineer will notify Contractor in writing giving the reasons therefor.

C. If Engineer considers the Work substantially complete, Engineer will deliver to Owner a preliminary certificate of Substantial Completion which shall fix the date of Substantial Completion. Engineer shall attach to the certificate a punch list of items to be completed or corrected before final payment. Owner shall have seven days after receipt of the preliminary certificate during which to make written objection to Engineer as to any provisions of the certificate or attached punch list. If, after considering the objections to the provisions of the preliminary certificate, Engineer concludes that the Work is not substantially complete, Engineer will, within 14 days after submission of the preliminary certificate to Owner, notify Contractor in writing that the Work is not substantially complete, stating the reasons therefor. If Owner does not object to the provisions of the certificate, or if despite consideration of Owner's objections Engineer concludes that the Work is substantially complete, then Engineer will, within said 14 days, execute and deliver to Owner and Contractor a final certificate of Substantial Completion (with a revised punch list of items to be completed or corrected) reflecting such changes from the preliminary certificate as Engineer believes justified after consideration of any objections from Owner.

D. At the time of receipt of the preliminary certificate of Substantial Completion, Owner and Contractor will confer regarding Owner's use or occupancy of the Work following Substantial Completion, review the builder's risk insurance policy with respect to the end of the builder's risk coverage, and confirm the transition to coverage of the Work under a permanent property insurance policy held by Owner. Unless Owner and Contractor agree otherwise in writing, Owner shall bear responsibility for security, operation, protection of the Work, property insurance, maintenance, heat, and utilities upon Owner's use or occupancy of the Work.

E. After Substantial Completion the Contractor shall promptly begin work on the punch list of items to be completed or corrected prior to final payment. In appropriate cases Contractor

may submit monthly Applications for Payment for completed punch list items, following the progress payment procedures set forth above.

F. Owner shall have the right to exclude Contractor from the Site after the date of Substantial Completion subject to allowing Contractor reasonable access to remove its property and complete or correct items on the punch list.

15.04 *Partial Use or Occupancy*

A. Prior to Substantial Completion of all the Work, Owner may use or occupy any substantially completed part of the Work which has specifically been identified in the Contract Documents, or which Owner, Engineer, and Contractor agree constitutes a separately functioning and usable part of the Work that can be used by Owner for its intended purpose without significant interference with Contractor's performance of the remainder of the Work, subject to the following conditions:

1. At any time Owner may request in writing that Contractor permit Owner to use or occupy any such part of the Work that Owner believes to be substantially complete. If and when Contractor agrees that such part of the Work is substantially complete, Contractor, Owner, and Engineer will follow the procedures of Paragraph 15.03.A through E for that part of the Work.

2. At any time Contractor may notify Owner and Engineer in writing that Contractor considers any such part of the Work substantially complete and request Engineer to issue a certificate of Substantial Completion for that part of the Work.

3. Within a reasonable time after either such request, Owner, Contractor, and Engineer shall make an inspection of that part of the Work to determine its status of completion. If Engineer does not consider that part of the Work to be substantially complete, Engineer will notify Owner and Contractor in writing giving the reasons therefor. If Engineer considers that part of the Work to be substantially complete, the provisions of Paragraph 15.03 will apply with respect to certification of Substantial Completion of that part of the Work and the division of responsibility in respect thereof and access thereto.

4. No use or occupancy or separate operation of part of the Work may occur prior to compliance with the requirements of Paragraph 6.05 regarding builder's risk or other property insurance.

15.05 *Final Inspection*

A. Upon written notice from Contractor that the entire Work or an agreed portion thereof is complete, Engineer will promptly make a final inspection with Owner and Contractor and will notify Contractor in writing of all particulars in which this inspection reveals that the Work, or agreed portion thereof, is incomplete or defective. Contractor shall immediately take such measures as are necessary to complete such Work or remedy such deficiencies.

15.06 *Final Payment*

A. *Application for Payment*:

1. After Contractor has, in the opinion of Engineer, satisfactorily completed all corrections identified during the final inspection and has delivered, in accordance with the Contract Documents, all maintenance and operating instructions, schedules, guarantees, bonds, certificates or other evidence of insurance, certificates of

inspection, annotated record documents (as provided in Paragraph 7.11), and other documents, Contractor may make application for final payment.

2. The final Application for Payment shall be accompanied (except as previously delivered) by:

   a. all documentation called for in the Contract Documents;

   b. consent of the surety, if any, to final payment;

   c. satisfactory evidence that all title issues have been resolved such that title to all Work, materials, and equipment has passed to Owner free and clear of any Liens or other title defects, or will so pass upon final payment.

   d. a list of all disputes that Contractor believes are unsettled; and

   e. complete and legally effective releases or waivers (satisfactory to Owner) of all Lien rights arising out of the Work, and of Liens filed in connection with the Work.

3. In lieu of the releases or waivers of Liens specified in Paragraph 15.06.A.2 and as approved by Owner, Contractor may furnish receipts or releases in full and an affidavit of Contractor that: (a) the releases and receipts include all labor, services, material, and equipment for which a Lien could be filed; and (b) all payrolls, material and equipment bills, and other indebtedness connected with the Work for which Owner might in any way be responsible, or which might in any way result in liens or other burdens on Owner's property, have been paid or otherwise satisfied. If any Subcontractor or Supplier fails to furnish such a release or receipt in full, Contractor may furnish a bond or other collateral satisfactory to Owner to indemnify Owner against any Lien, or Owner at its option may issue joint checks payable to Contractor and specified Subcontractors and Suppliers.

B. *Engineer's Review of Application and Acceptance*:

1. If, on the basis of Engineer's observation of the Work during construction and final inspection, and Engineer's review of the final Application for Payment and accompanying documentation as required by the Contract Documents, Engineer is satisfied that the Work has been completed and Contractor's other obligations under the Contract have been fulfilled, Engineer will, within ten days after receipt of the final Application for Payment, indicate in writing Engineer's recommendation of final payment and present the Application for Payment to Owner for payment. Such recommendation shall account for any set-offs against payment that are necessary in Engineer's opinion to protect Owner from loss for the reasons stated above with respect to progress payments. At the same time Engineer will also give written notice to Owner and Contractor that the Work is acceptable, subject to the provisions of Paragraph 15.07. Otherwise, Engineer will return the Application for Payment to Contractor, indicating in writing the reasons for refusing to recommend final payment, in which case Contractor shall make the necessary corrections and resubmit the Application for Payment.

C. *Completion of Work*: The Work is complete (subject to surviving obligations) when it is ready for final payment as established by the Engineer's written recommendation of final payment.

D. *Payment Becomes Due*: Thirty days after the presentation to Owner of the final Application for Payment and accompanying documentation, the amount recommended by Engineer

(less any further sum Owner is entitled to set off against Engineer's recommendation, including but not limited to set-offs for liquidated damages and set-offs allowed under the provisions above with respect to progress payments) will become due and shall be paid by Owner to Contractor.

15.07 *Waiver of Claims*

A. The making of final payment will not constitute a waiver by Owner of claims or rights against Contractor. Owner expressly reserves claims and rights arising from unsettled Liens, from defective Work appearing after final inspection pursuant to Paragraph 15.05, from Contractor's failure to comply with the Contract Documents or the terms of any special guarantees specified therein, from outstanding Claims by Owner, or from Contractor's continuing obligations under the Contract Documents.

B. The acceptance of final payment by Contractor will constitute a waiver by Contractor of all claims and rights against Owner other than those pending matters that have been duly submitted or appealed under the provisions of Article 17.

15.08 *Correction Period*

A. If within one year after the date of Substantial Completion (or such longer period of time as may be prescribed by the terms of any applicable special guarantee required by the Contract Documents, or by any specific provision of the Contract Documents), any Work is found to be defective, or if the repair of any damages to the Site, adjacent areas that Contractor has arranged to use through construction easements or otherwise, and other adjacent areas used by Contractor as permitted by Laws and Regulations, is found to be defective, then Contractor shall promptly, without cost to Owner and in accordance with Owner's written instructions:

1. correct the defective repairs to the Site or such other adjacent areas;

2. correct such defective Work;

3. if the defective Work has been rejected by Owner, remove it from the Project and replace it with Work that is not defective, and

4. satisfactorily correct or repair or remove and replace any damage to other Work, to the work of others, or to other land or areas resulting therefrom.

B. If Contractor does not promptly comply with the terms of Owner's written instructions, or in an emergency where delay would cause serious risk of loss or damage, Owner may have the defective Work corrected or repaired or may have the rejected Work removed and replaced. Contractor shall pay all claims, costs, losses, and damages (including but not limited to all fees and charges of engineers, architects, attorneys, and other professionals and all court or arbitration or other dispute resolution costs) arising out of or relating to such correction or repair or such removal and replacement (including but not limited to all costs of repair or replacement of work of others).

C. In special circumstances where a particular item of equipment is placed in continuous service before Substantial Completion of all the Work, the correction period for that item may start to run from an earlier date if so provided in the Specifications.

D. Where defective Work (and damage to other Work resulting therefrom) has been corrected or removed and replaced under this paragraph, the correction period hereunder with

respect to such Work will be extended for an additional period of one year after such correction or removal and replacement has been satisfactorily completed.

E. Contractor's obligations under this paragraph are in addition to all other obligations and warranties. The provisions of this paragraph shall not be construed as a substitute for, or a waiver of, the provisions of any applicable statute of limitation or repose.

ARTICLE 16 – SUSPENSION OF WORK AND TERMINATION

16.01 *Owner May Suspend Work*

A. At any time and without cause, Owner may suspend the Work or any portion thereof for a period of not more than 90 consecutive days by written notice to Contractor and Engineer. Such notice will fix the date on which Work will be resumed. Contractor shall resume the Work on the date so fixed. Contractor shall be entitled to an adjustment in the Contract Price or an extension of the Contract Times, or both, directly attributable to any such suspension. Any Change Proposal seeking such adjustments shall be submitted no later than 30 days after the date fixed for resumption of Work.

16.02 *Owner May Terminate for Cause*

A. The occurrence of any one or more of the following events will constitute a default by Contractor and justify termination for cause:

1. Contractor's persistent failure to perform the Work in accordance with the Contract Documents (including, but not limited to, failure to supply sufficient skilled workers or suitable materials or equipment or failure to adhere to the Progress Schedule);

2. Failure of Contractor to perform or otherwise to comply with a material term of the Contract Documents;

3. Contractor's disregard of Laws or Regulations of any public body having jurisdiction; or

4. Contractor's repeated disregard of the authority of Owner or Engineer.

B. If one or more of the events identified in Paragraph 16.02.A occurs, then after giving Contractor (and any surety) ten days written notice that Owner is considering a declaration that Contractor is in default and termination of the contract, Owner may proceed to:

1. declare Contractor to be in default, and give Contractor (and any surety) notice that the Contract is terminated; and

2. enforce the rights available to Owner under any applicable performance bond.

C. Subject to the terms and operation of any applicable performance bond, if Owner has terminated the Contract for cause, Owner may exclude Contractor from the Site, take possession of the Work, incorporate in the Work all materials and equipment stored at the Site or for which Owner has paid Contractor but which are stored elsewhere, and complete the Work as Owner may deem expedient.

D. Owner may not proceed with termination of the Contract under Paragraph 16.02.B if Contractor within seven days of receipt of notice of intent to terminate begins to correct its failure to perform and proceeds diligently to cure such failure.

E. If Owner proceeds as provided in Paragraph 16.02.B, Contractor shall not be entitled to receive any further payment until the Work is completed. If the unpaid balance of the Contract Price exceeds the cost to complete the Work, including all related claims, costs,

losses, and damages (including but not limited to all fees and charges of engineers, architects, attorneys, and other professionals) sustained by Owner, such excess will be paid to Contractor. If the cost to complete the Work including such related claims, costs, losses, and damages exceeds such unpaid balance, Contractor shall pay the difference to Owner. Such claims, costs, losses, and damages incurred by Owner will be reviewed by Engineer as to their reasonableness and, when so approved by Engineer, incorporated in a Change Order. When exercising any rights or remedies under this paragraph, Owner shall not be required to obtain the lowest price for the Work performed.

F. Where Contractor's services have been so terminated by Owner, the termination will not affect any rights or remedies of Owner against Contractor then existing or which may thereafter accrue, or any rights or remedies of Owner against Contractor or any surety under any payment bond or performance bond. Any retention or payment of money due Contractor by Owner will not release Contractor from liability.

G. If and to the extent that Contractor has provided a performance bond under the provisions of Paragraph 6.01.A, the provisions of that bond shall govern over any inconsistent provisions of Paragraphs 16.02.B and 16.02.D.

16.03 *Owner May Terminate For Convenience*

A. Upon seven days written notice to Contractor and Engineer, Owner may, without cause and without prejudice to any other right or remedy of Owner, terminate the Contract. In such case, Contractor shall be paid for (without duplication of any items):

1. completed and acceptable Work executed in accordance with the Contract Documents prior to the effective date of termination, including fair and reasonable sums for overhead and profit on such Work;

2. expenses sustained prior to the effective date of termination in performing services and furnishing labor, materials, or equipment as required by the Contract Documents in connection with uncompleted Work, plus fair and reasonable sums for overhead and profit on such expenses; and

3. other reasonable expenses directly attributable to termination, including costs incurred to prepare a termination for convenience cost proposal.

B. Contractor shall not be paid on account of loss of anticipated overhead, profits, or revenue, or other economic loss arising out of or resulting from such termination.

16.04 *Contractor May Stop Work or Terminate*

A. If, through no act or fault of Contractor, (1) the Work is suspended for more than 90 consecutive days by Owner or under an order of court or other public authority, or (2) Engineer fails to act on any Application for Payment within 30 days after it is submitted, or (3) Owner fails for 30 days to pay Contractor any sum finally determined to be due, then Contractor may, upon seven days written notice to Owner and Engineer, and provided Owner or Engineer do not remedy such suspension or failure within that time, terminate the contract and recover from Owner payment on the same terms as provided in Paragraph 16.03.

B. In lieu of terminating the Contract and without prejudice to any other right or remedy, if Engineer has failed to act on an Application for Payment within 30 days after it is submitted, or Owner has failed for 30 days to pay Contractor any sum finally determined to be due, Contractor may, seven days after written notice to Owner and Engineer, stop the

Work until payment is made of all such amounts due Contractor, including interest thereon. The provisions of this paragraph are not intended to preclude Contractor from submitting a Change Proposal for an adjustment in Contract Price or Contract Times or otherwise for expenses or damage directly attributable to Contractor's stopping the Work as permitted by this paragraph.

ARTICLE 17 – FINAL RESOLUTION OF DISPUTES

17.01 *Methods and Procedures*

A. *Disputes Subject to Final Resolution*: The following disputed matters are subject to final resolution under the provisions of this Article:

1. A timely appeal of an approval in part and denial in part of a Claim, or of a denial in full; and

2. Disputes between Owner and Contractor concerning the Work or obligations under the Contract Documents, and arising after final payment has been made.

B. *Final Resolution of Disputes*: For any dispute subject to resolution under this Article, Owner or Contractor may:

1. elect in writing to invoke the dispute resolution process provided for in the Supplementary Conditions; or

2. agree with the other party to submit the dispute to another dispute resolution process; or

3. if no dispute resolution process is provided for in the Supplementary Conditions or mutually agreed to, give written notice to the other party of the intent to submit the dispute to a court of competent jurisdiction.

ARTICLE 18 – MISCELLANEOUS

18.01 *Giving Notice*

A. Whenever any provision of the Contract Documents requires the giving of written notice, it will be deemed to have been validly given if:

1. delivered in person, by a commercial courier service or otherwise, to the individual or to a member of the firm or to an officer of the corporation for which it is intended; or

2. delivered at or sent by registered or certified mail, postage prepaid, to the last business address known to the sender of the notice.

18.02 *Computation of Times*

A. When any period of time is referred to in the Contract by days, it will be computed to exclude the first and include the last day of such period. If the last day of any such period falls on a Saturday or Sunday or on a day made a legal holiday by the law of the applicable jurisdiction, such day will be omitted from the computation.

18.03 *Cumulative Remedies*

A. The duties and obligations imposed by these General Conditions and the rights and remedies available hereunder to the parties hereto are in addition to, and are not to be construed in any way as a limitation of, any rights and remedies available to any or all of

them which are otherwise imposed or available by Laws or Regulations, by special warranty or guarantee, or by other provisions of the Contract. The provisions of this paragraph will be as effective as if repeated specifically in the Contract Documents in connection with each particular duty, obligation, right, and remedy to which they apply.

18.04 *Limitation of Damages*

A. With respect to any and all Change Proposals, Claims, disputes subject to final resolution, and other matters at issue, neither Owner nor Engineer, nor any of their officers, directors, members, partners, employees, agents, consultants, or subcontractors, shall be liable to Contractor for any claims, costs, losses, or damages sustained by Contractor on or in connection with any other project or anticipated project.

18.05 *No Waiver*

A. A party's non-enforcement of any provision shall not constitute a waiver of that provision, nor shall it affect the enforceability of that provision or of the remainder of this Contract.

18.06 *Survival of Obligations*

A. All representations, indemnifications, warranties, and guarantees made in, required by, or given in accordance with the Contract, as well as all continuing obligations indicated in the Contract, will survive final payment, completion, and acceptance of the Work or termination or completion of the Contract or termination of the services of Contractor.

18.07 *Controlling Law*

A. This Contract is to be governed by the law of the state in which the Project is located.

18.08 *Headings*

A. Article and paragraph headings are inserted for convenience only and do not constitute parts of these General Conditions.

SUPPLEMENTARY CONDITIONS OF THE CONSTRUCTION CONTRACT

TABLE OF CONTENTS

Page

ARTICLE 2 – preliminary matters 2

ARTICLE 4 - Commencement and Progress of the Work 2

ARTICLE 5 – AVAILABILITY OF LANDS; SUBSURFACE AND PHYSICAL CONDITIONS; HAZARDOUS ENVIRONMENTAL CONDITIONS 2

ARTICLE 6 – BONDS AND INSURANCE 2

ARTICLE 7 – CONTRACTOR'S RESPONSIBILITIES 4

ARTICLE 10 – ENGINEER'S STATUS DURING CONSTRUCTION 4

ARTICLE 13 – COST OF THE WORK; ALLOWANCES; UNIT PRICE WORK 7

ARTICLE 15 – Payment to contractor; set-offs;completion; correction period 8

ARTICLE 16 – suspension of work and termination 8

ARTICLE 17 – FINAL RESOLUTION OF DISPUTES 9

ARTICLE 19 – ADDITIONAL STATE OF MISSOURI CONTRACT REQUIREMENTS 9

ARTICLE 2 – PRELIMINARY MATTERS

SC-2.07 Add the following new paragraph immediately after Paragraph 2.06:

"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."

ARTICLE 4 - COMMENCEMENT AND PROGRESS OF THE WORK

SC-4.05.C.2 Add the following language at the end of paragraph 4.05.C.2:

"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 5 – AVAILABILITY OF LANDS; SUBSURFACE AND PHYSICAL CONDITIONS; HAZARDOUS ENVIRONMENTAL CONDITIONS

SC-5.03 Add the following new paragraphs immediately after Paragraph 5.03.B:

A. The following reports of explorations and tests of subsurface conditions at or adjacent to the Site are known to Owner:

1. Not used.

SC 5.06 Delete Paragraphs 5.06.A and 5.06.B in their entirety and insert the following:

A. No reports or drawings related to Hazardous Environmental Conditions at the Site are known to Owner.

B. Not Used.

ARTICLE 6 – BONDS AND INSURANCE

SC-6.02 Add the following paragraph immediately after Paragraph 6.02.B:

1. Contractor 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

SC 6.03 Add the following new paragraph immediately after Paragraph 6.03.J:

K. The limits of liability for the insurance required by Paragraph 6.03 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 under Paragraphs 6.03.A.1 and A.2 of the General Conditions:**

State:	**Statutory**
Federal, if applicable (e.g., Longshoreman's):	**Statutory**

Employer's Liability:

Bodily injury, each accident	**$ 505,520**

2. **Contractor's Commercial General Liability under Paragraphs 6.03.B and 6.03.C of the General Conditions:**

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 under Paragraph 6.03.D. of the General Conditions:**

Combined Single Limit of	**$ 3,370,137**

4. **Excess or Umbrella Liability:**

Per Occurrence	**$ 3,370,137**
General Aggregate	**$ 3,370,137**

5. **Contractor'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: In addition to Owner and Engineer, include as additional insureds the following: None.**

7. **Contractor's Professional Liability:**

Each Claim	**$ 3,370,137**
Annual Aggregate	**$ 3,370,137**

ARTICLE 7 – CONTRACTOR'S RESPONSIBILITIES

SC-7.01.C. Add the following new subparagraphs immediately after Paragraph 7.01.B:

The Contractor shall be responsible for the conduct of Contractor's employees and the employees of Subcontractors and suppliers on the Work site. The Contractor 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-7.02.B. Add the following new subparagraphs immediately after Paragraph 7.02.B:

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**

SC-7.02.B. Append Paragraph 7.02.B to state "No Sunday work shall be allowed."

SC 7.09 Add a new paragraph immediately after Paragraph 7.09.A:

B. 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 Contractor 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 Contractor, or to supplies or materials not incorporated into the Work.**

ARTICLE 10 – ENGINEER'S STATUS DURING CONSTRUCTION

SC-10.03 Add the following new paragraphs immediately after Paragraph 10.03.A:

B. The Resident Project Representative (RPR) will be Engineer's representative at the Site, will act as directed by and under the supervision of Engineer, and will confer with Engineer regarding RPR's actions.

1. **General: RPR's dealings in matters pertaining to the Work in general shall be with Engineer and Contractor. RPR's dealings with Subcontractors shall only be through or with the full knowledge and approval of Contractor. RPR shall generally communicate with Owner only with the knowledge of and under the direction of Engineer.**

2. **Schedules: Review the progress schedule, schedule of Shop Drawing and Sample submittals, and Schedule of Values prepared by Contractor and consult with Engineer concerning acceptability.**

3. **Conferences and Meetings: Attend meetings with Contractor, 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 Engineer's liaison with Contractor. Working principally through Contractor's authorized representative or designee, assist in providing information regarding the provisions and intent of the Contract Documents.**

    b. **Assist Engineer in serving as Owner's liaison with Contractor when Contractor'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 Engineer when clarifications and interpretations of the Contract Documents are needed and transmit to Contractor clarifications and interpretations as issued by Engineer.**

6. **Shop Drawings and Samples:**

    a. **Record date of receipt of Samples and Contractor-approved Shop Drawings.**

    b. **Receive Samples which are furnished at the Site by Contractor, and notify Engineer of availability of Samples for examination.**

    c. **Advise Engineer and Contractor 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 Engineer.**

7. **Modifications: Consider and evaluate Contractor's suggestions for modifications in Drawings or Specifications and report such suggestions, together with RPR's recommendations, if any, to Engineer. Transmit to Contractor in writing decisions as issued by Engineer.**

8. **Review of Work and Rejection of Defective Work:**

    a. **Conduct on-Site observations of Contractor's work in progress to assist Engineer in determining if the Work is in general proceeding in accordance with the Contract Documents.**

    b. **Report to Engineer whenever RPR believes that any part of Contractor'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 Engineer 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 Contractor maintains adequate records thereof.**

    b. **Observe, record, and report to Engineer 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 Contractor'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 Contractors, Subcontractors, and major Suppliers of materials and equipment.**

    c. **Maintain records for use in preparing Project documentation.**

11. **Reports:**

    a. **Furnish to Engineer periodic reports as required of progress of the Work and of Contractor's compliance with the Progress Schedule and schedule of Shop Drawing and Sample submittals.**

    b. **Draft and recommend to Engineer proposed Change Orders, Work Change Directives, and Field Orders. Obtain backup material from Contractor.**

    c. **Immediately notify Engineer 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 Contractor for compliance with the established procedure for their submission and forward with recommendations to Engineer, 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 Contractor are applicable to the items actually installed and in accordance with the Contract Documents, and have these documents delivered to Engineer for review and forwarding to Owner prior to payment for that part of the Work.**

14. **Completion:**

    a. **Participate in Engineer'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 Engineer's final visit to the Site to determine completion of the Work, in the company of Owner and Contractor, 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 Engineer concerning acceptance and issuance of the notice of acceptability of the work.**

C. 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 Contractor, 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 Contractor'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 Contractor.**

6. **Participate in specialized field or laboratory tests or inspections conducted off-site by others except as specifically authorized by Engineer.**

7. **Accept Shop Drawing or Sample submittals from anyone other than Contractor.**

8. **Authorize Owner to occupy the Project in whole or in part.**

ARTICLE 13 – COST OF THE WORK; ALLOWANCES; UNIT PRICE WORK

SC 13.01.B.5.c Delete Paragraph 13.01.B.5.c in its entirety and insert the following in its place:

c. Construction Equipment and Machinery:

1) **Rentals of all construction equipment and machinery, and the parts thereof, in accordance with rental agreements approved by Owner with the advice of Engineer, and the costs of transportation, loading, unloading, assembly,**

dismantling, and removal thereof. All such costs shall be in accordance with the terms of said rental agreements. The rental of any such equipment, machinery, or parts shall cease when the use thereof is no longer necessary for the Work.

2) Costs for equipment and machinery owned by Contractor will be paid at a rate shown for such equipment in the Rental Rate Blue Book, FHWA Hourly Rate. These computed rates will include all operating costs. Costs will include the time the equipment or machinery is in use on the changed Work and the costs of transportation, loading, unloading, assembly, dismantling, and removal when directly attributable to the changed Work. The cost of any such equipment or machinery, or parts thereof, shall cease to accrue when the use thereof is no longer necessary for the changed Work. Equipment or machinery with a value of less than $1,000 will be considered small tools.

SC 13.03.E Delete Paragraph 13.03.E in its entirety and insert the following in its place:

E. The unit price of an item of Unit Price Work shall be subject to reevaluation and adjustment under the following conditions:

1. if the extended price of a particular item of Unit Price Work amounts to _15_ percent or more of the Contract Price (based on estimated quantities at the time of Contract formation) and the variation in the quantity of that particular item of Unit Price Work actually furnished or performed by Contractor differs by more than _25_ percent from the estimated quantity of such item indicated in the Agreement; and

2. if there is no corresponding adjustment with respect to any other item of Work; and

3. if Contractor believes that Contractor has incurred additional expense as a result thereof, Contractor may submit a Change Proposal, or if Owner believes that the quantity variation entitles Owner to an adjustment in the unit price, Owner may make a Claim, seeking an adjustment in the Contract Price.

ARTICLE 15 – PAYMENT TO CONTRACTOR; SET-OFFS;COMPLETION; CORRECTION PERIOD

SC-15.01.C.1 Amend the first sentence of Paragraph 15.08.A by replacing the words "10 days" with the words "20 days".

SC-15.08.A Amend the first sentence of Paragraph 15.08.A by replacing the words "one year" with the words "two years".

SC-15.08.D Amend the first sentence of Paragraph 15.08.D by replacing the words "one year" with the words "two years".

ARTICLE 16 – SUSPENSION OF WORK AND TERMINATION

SC-16.02.D Add the following new sub-paragraph immediately after Paragraph 16.02.D.

SC-16.02.D.1 Contractor shall be deemed to have persistently failed to perform the Work in accordance with the Contract Documents, if Contractor has twice not timely cured failures of performance by Contractor which have been brought to the attention of Contractor by written notices of the Owner within the time specified in

such notices and Owner gives a third notice to the Contractor of any such failure to perform.

ARTICLE 17 – FINAL RESOLUTION OF DISPUTES

SC-17.02 Add the following new paragraph immediately after Paragraph 17.01.

SC-17.02 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, arbitrator, arbitration panel, or other arbiter of the matter subject to final resolution, taking into account the parties' initial demand or defense positions in comparison with the final result.

ARTICLE 19 – ADDITIONAL STATE OF MISSOURI CONTRACT REQUIREMENTS

SC-19.01 The following paragraph shall be added as Paragraph 19.01.

SC-19.01 Excessive Unemployment pursuant to 290.580 RSMo: Except as otherwise required by law, during a period of excessive unemployment in the State of Missouri, the Contractor shall employ only Missouri laborers from nonrestrictive states on the project, as provided in Sections 290.55 to 290.580 RSMo.

SC-19.02 The following paragraph shall be added as Paragraph 19.02.

SC-19.02 Anti Discrimination Certification RSMo 34.600: Pursuant to RSMo 34.600 the contractor shall be required to complete Exhibit C "Anti-Discrimination Against Israel Act Certification".

SC-19.03 The following paragraph shall be added as Paragraph 19.03.

SC-19.03 Proof of Lawful Presence for Eligibility for Temporary Public Benefits: Pursuant to 208.009 RSMo the applicant shall provide affirmative proof that the applicant is a citizen of a permanent resident of the United States or is lawfully present in the United States. This may be verified by the presentation of the signing applicants current valid driver's license.

SPECIAL CONDITIONS OF THE CONSTRUCTION CONTRACT

TABLE OF CONTENTS

Page

SPC-1.01 Scope of Work....2

SPC-2.01 Contract Special Conditions....3

SPC-3.01 Contractor Furnished Staking....3

SPC-4.01 Traffic Control and Routing....3

SPC-5.01 Fees for Construction Permits....4

SPC-6.01 Restoration of Yards....5

SPC-7.01 Asphalt Pavement – Material and Placement Requirements....5

SPC-8.01 Surface Structures Affected by Construction....6

SPC-9.01 Safety of the Public....7

SPC-10.01 Dimensions and Elevations....7

SPC-11.01 Pavement Markings....7

SPC-12.01 Cold Milling....7

SPC-14.01 Full Depth Pavement Repair....8

SPC-15.01 Balanced Asphalt Mix Design and Testing....8

SPC-15.02 Balanced Asphalt Mix Design and Testing....10

SPC-16.01 Measurement and Payment....11

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 milling, conventional asphalt overlay, full depth asphalt pavement repair, manhole adjustments, pavement marking with other incidental and related work as set forth in these specifications and the provided exhibits and as directed by the Engineer to make a complete and finished job. More specifically the streets, are:

2026 STREET MAINTENANCE PAVEMENT RESTORATION PROJECT

Overlay Depth	Applicable JSP	Street	From	To
1.5”	SPC-15.01	Park Ln.	Wellington Way	Broadmore Ln.
1.5”	SPC-15.01	Wellington Way	Withers Rd	End
1.5”	SPC-15.01	Midjay Dr.	S. Stewart Rd.	Liberty Dr.
1.5”	SPC-15.01	Glenn Hendren Dr.	291.00	Nashua Dr.
1.5”	SPC-15.01	Circle Dr.	Liberty High School	448 Circle Dr.
1.5”	SPC-15.01	Thompson Ave.	Liberty High School	Cul De Sac
1.5”	SPC-15.01	Forest Ct.	Forest Ave.	Cul De Sac
1.5”	SPC-15.01	Forest Ave.	Kansas St.	Thompson Ave.
1.5”	SPC-15.01	Frontage Rd.	Kansas St.	Crowley Parking Lot
1.5”	SPC-15.01	Lightburne Glenn Hendren Intersection	Intersection	End
1.5”	SPC-15.01	S. Stewart Rd.	Consitor St.	City Limits
1.5”	SPC-15.01	Blue Bell Ave	Liberty Dr.	Larkspur Dr.
1.5”	SPC-15.01	Clay Ct.	Cul De Sac	NA
1.5”	SPC-15.01	Clay Circle	Cul De Sac	NA
1.5”	SPC-15.01	Larkspur Ct.	Cul De Sac	NA
1.5”	SPC-15.01	Snowdrop Cir.	Cul De Sac	NA
1.5”	SPC-15.01	Garden Dr.	Cul De Sac	NA
1.5”	SPC-15.01	Larkspur Dr.	Liberty Dr.	Clay Dr.
1.5”	SPC-15.01	Clay Dr.	Liberty Dr.	Liberty Dr.
1.5”	SPC-15.01	Forest Ln	Cul De Sac	End
1.5”	SPC-15.01	Linden Rd	Cul De Sac	Forest Ln
1.5”	SPC-15.01	Lake Rd	Nashua Rd	Northern End

Overlay Depth	Applicable JSP	Street	From	To
2”	SPC-15.02	Liberty Dr.	Route 291	S. Ridge
2”	SPC-15.02	South Liberty Parkway	Western Limits	Withers
2”	SPC-15.02	Kansas St.	N. Ridge Ave.	Harrison St.

SPC-2.01 Contract Special Conditions

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

SPC-3.01 Contractor Furnished 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 done to the lines, grades and elevations shown on the plans and 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. 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.

SPC-4.01 Traffic Control and Routing

All costs for traffic control shall be considered included within the specified contract line item and no additional payment shall be allowed.

A. A dedicated Traffic Control Plan shall be required for:

1. Lightburne Glenn Hendren Intersection
2. Glenn Hendren Dr.
3. Liberty Dr.
4. Kansas St.

Written approval from the Owner is required prior to implementation.

B. Construction operations shall be coordinated to result in the least practicable delay to traffic. Traffic shall be carried through construction with a minimum of one lane open in each direction at all times. Access to adjoining businesses and residences will be maintained at all times.

C. 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.

D. 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.

E. Barricades and/or signs shall not be removed from a resurfaced or patched street until said street's temperature has cooled such that marks will not occur in the street surface once it is opened to traffic. Such determination will be made by the Engineer or his representative in the field.

F. 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.

G. 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.

H. 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.

I. 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.

SPC-5.01 Fees for Construction 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.

SPC-6.01 Restoration of Yards

There shall be no direct payment made for the restoration of yards 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 yards 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 lawn 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.

SPC-7.01 Asphalt Pavement – Material and Placement Requirements

A. 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. However, balanced mix design principles shall be used to design a performance test-based crack resistant and rut resistant asphalt mix that meets flexibility index (FI) and rut resistance (HWT) criteria detailed in SPC-18.01.3 and SPC-18-01.4.

B. The Contractor shall provide a smooth transition from the resurfaced roadway section to the existing pavement at intersections and driveways as directed by the Engineer or his representative in the field.

C. Conventional Paving: The bituminous paver shall be equipped with automatic screed controls as set forth in the above referenced Liberty Technical Specifications. Reference grade shall be established by the Contractor at his expense in connection with construction staking.

D. **Low-Tracking or Non-Tracking Tack Coat**: A Low-Tracking or Non-Tracking Tack Coat shall be used in the preparing and treating of existing bituminous or concrete surface prior to an asphalt overlay.

   a. Requirements: Products accepted for use as low-tracking or non-tracking tack shall not stick to the tires, tracks or other parts of paving equipment or vehicles such that the surface to be overlaid becomes visible or void of tack prior to the placement of the asphaltic concrete pavement mixture. The tack material shall exhibit a low-tracking or non-tracking characteristic within 30 minutes of being applied to the roadway. Products accepted for use shall exhibit a laboratory “no-pick-up" time of 60 minutes or less. The product shall bond the two pavements. Products accepted for use shall exhibit a laboratory bond strength greater than or equivalent to a standard SS-1h tack material. The test method used may be any AASHTO, ASTM method or other approved research test methods.

   b. Equipment and Construction Requirements: All equipment and construction requirements shall be in accordance with the product manufacturer. A copy of this information shall be provided to the Owner.

   c. Storage and Handling: All storage and handling requirements shall be in accordance with the product manufacturer. A copy of this information shall be provided to the Owner.

   d. Distributor: All Distributor requirements shall be in accordance with the product manufacturer. A copy of this information shall be provided to the Owner. If the particle charge of the low-tracking or non-tracking tack is different from the particle charge of

the emulsion that was previously used then the tank shall be thoroughly cleaned prior to use, since some products are not compatible.

e. Curing: In lieu of product manufacturer specified cure times the low-tracking or non-tracking tack shall be allowed 15-30 minutes to cure prior to any construction traffic driving on the tacked surface. A minimum 15 minutes of cure time shall be allowed prior to driving on the tacked surface, unless less cure time is successfully demonstrated and approved by the Owner.

f. Supplier Information: the low-tracking or non-tracking tack materials are a different type of product compared to conventional tack. There may be multiple products that can meet the low-tracking or non-tracking tack requirements. All products that achieve equivalent field performance will be allowed.

g. Material Requirements: All material shall be in accordance with the below material specifications. Contractor shall supply to Owner testing data verifying that Tack meets the below listed properties.

Emulsion Properties for Low-Tracking or Non-Tracking Tack Coat			
Parameter	**Test Method**	**Min**	**Max**
Viscosity, Saybolt Furol @ 25°C (77°F), s	AASHTO T 59 or ASTM D88	10	100
Storage Stability Test, 24 hr, %	AASHTO T 59 or ASTM D244	----	1.0
Sieve Test, percent	AASHTO T 59 or ASTM D244	----	0.30
Residue by Distillation, %	AASHTO T 59 or ASTM D244	50	----
Oil Distillate by Distillation, %	AASHTO T 59 or ASTM D244	----	1
Test on Residue from Distillation			
Parameter	**Test Method**	**Min**	**Max**
Penetration 25°C (77°F), 100g, 5 s	ASTM D5	----	90
Solubility in Trichloroethylene, %	AASHTO T 44 or ASTM D2042	97.5	----

h. Method of Payment: Tack is a subsidiary of the Asphalt line item and no additional payment for Tack shall be made.

SPC-8.01 Surface Structures Affected by Construction

All pavement, surfaces, driveways, curbs, walks, buildings, traffic signs, utility poles, guy wires and other surface structures affected by construction operations in connection with the performance of the contract, together with all sod and shrubs in yards, parks and parking, shall be maintained and if removed or otherwise damaged, shall be restored to the original condition thereof, as determined and approved by the Engineer. All replacement of such surface structures or parts thereof shall be made with new materials conforming to the requirements of these specifications or, if not specified, as

approved by the Engineer, at the Contractor's own cost and expense, unless otherwise provided by the contract.

In all locations where pavement is milled and 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.

SPC-9.01 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. Public Notification: The Contractor shall place door hangar notifications on all residences and businesses adjacent to work at least 48 hours prior to start of intended work at said locations. Pre-printed door hangar notifications shall be supplied by the City of Liberty, but placed by the Contractor.

   The Contractor shall not be allowed to commence work if Public Notification has not been made.

B. 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.

SPC-10.01 Dimensions and Elevations

It is the intent of this project to match existing dimensions and elevations unless otherwise notified. The Contractor shall verify all dimensions and elevations. Any discrepancy between the dimensions and elevations shown on the plans and those found by the Contractor shall be supplied to the Engineer for approval prior to construction.

SPC-11.01 Pavement Markings

This work shall consist of the installation of the pavement markings to replace the current marking pattern. The Contractor shall be required to inventory the existing pavement markings prior to milling operations for use in layout of re-striping following paving operations. Pavement marking inventory work shall be incidental to the pavement marking pay items. The pavement markings shall be thermoplastic type pavement markings in accordance with the City of Liberty Technical Specifications. All pavement marking symbols shall conform to the (MUTCD) and be thermoplastic. This work shall include all labor, materials and equipment necessary to complete the work. Removal of existing pavement markings when necessary shall be ground off; blacking-out existing markings with paint or other surface treatments other than grinding will not be acceptable.

SPC-12.01 Cold Milling

All curb and gutter streets shall be edge milled. However, streets or portions thereof shall be full width milled if the existing pavement crown cross slope is 3% or greater, or full width milling is required to achieve positive drainage (i.e. intersections, correction of "bird-baths," etc.).

1. Edge milling shall range between 1 ½" or 2" (as specified in SPC1.01) in depth at curb side and ½" at opposite edge of the milling cylinder. The balance of the street surface shall be textured milled.
2. Full width milling shall be 1 ½" or 2" (as specified in SPC1.01) in depth at edge or curb side of the street and extend full width across the street providing a smooth surface.
3. Bridge deck and approach surfaces shall not be milled.
4. Joints shall be milled on all streets (curbed and non-curbed) where new paving matches existing pavements, curbs, ramps, and drive approaches.
5. Full depth milling shall be the full depth of the existing pavement up to a maximum of 8" depth as located in the field and incidental to the Full Depth Repair pay item.
6. Structures in the street such as manholes, water valves, survey monument boxes, utility vaults, etc. shall be adjusted to match finished asphalt surface grade. Structures may be milled around on all streets, or riser rings may be used for manholes and water valves which shall be furnished and installed by the Contractor with the cost incidental to the milling and/or paving pay items. Grade adjustments to all other structures (utility vaults, survey monument boxes, etc.) shall be done as necessary to meet finished asphalt surface grade by milling, riser rings, or other means by the Contractor with the cost incidental to the milling and/or paving pay items.
7. Millings shall be disposed of by the Contractor. Collection and removal of Millings shall be considered incidental to the Cold Milling contract line item and no additional payment shall be made.
8. In all locations where pavement is milled and 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.

SPC-14.01 Full Depth Pavement Repair

A. Full Depth Pavement Repair: Shall be used as needed and marked in the field by the Owner's Representative. The patch shall be a minimum of 6' wide as measured perpendicular to the longitudinal length of the road. Removal of failed asphalt pavement (by milling or other means) and replacement with new asphalt pavement shall be up to 8" depth from milled surface elevation. Asphalt material placed in the patch shall be incidental to this item.

   (1) 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.
   (2) 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 (8").

***SPC-15.01* Balanced Asphalt Mix Design and Testing**

Asphalt surface materials shall be based upon **Type 5-01** in accordance with KC Metro Chapter APWA Section 2205 Asphaltic Concrete Surface and Base. However, balanced mix design principles shall be used to design an economical, crack resistant, and rut resistant asphalt mix that meets performance test based flexibility index (FI) and rut resistance (HWT) criteria detailed in SPC-15.01.3 and SPC-15-01.4.

Acceptable test results meeting the FI and HWT shall be submitted with the mix design for approval. Acceptable Performance Grade binders shall be PG 64-22 or PG 64-28, or other as approved by the City Engineer.

Quality Control (QC) testing performed by the contractor is incidental to the asphalt paving pay items. Quality Assurance (QA) testing furnished and paid for by the City shall be performed at the discretion of the City Engineer and coordinated with the contractor. A favorable comparison will be achieved if the results for QA and QC are within 30%.

1. Performance Testing: Quality Control (QC) testing for Flexibility Index (FI) and Hamburg Wheel Track (HWT) Testing will be required by the contractor on the first full day of production for mainline pavement. Testing will not be required for days with less than 200 tons of production. Random testing location will be determined by the engineer.

2. Mix Sampling and Preparation: Loose mix may be sampled from the roadway or the plant, in accordance with AASHTO R 97. No conditioning will be performed on the plant mixed samples. Lab mixed samples for mix design submittal shall be short term conditioned in accordance with AASHTO R30 prior to splitting. All loose mix material shall be allowed to cool to room temperature and then reheated to compaction temperature for splitting to the appropriate size in accordance with R47. Samples shall then be heated to the compaction temperature +/- 3 C prior to molding. The specimens shall be compacted to 7.0 +/- 0.5% air voids.

3. Flexibility Index Testing: The Flexibility Index (FI) testing will be completed in accordance with I-FIT (Illinois Flexibility Index Test) Procedure 405 dated 01/01/2016 available at https://www.modot.org/sites/default/files/documents/Illinois_Flexibility_Index_Test.pdf. In lieu of the FI, the Ideal CT criteria may be substituted using the limits shown below. The Ideal Cracking Test (CT) criteria maybe substituted using the limits shown below. The Ideal CT shall be completed in accordance with ASTM D8225 and at a test temperature of 25 C when used.

FLEXIBILITY INDEX	**Ideal CT**	**PASS / FAIL**
NMAS* < 190	**NMAS* < 190**	
< 2.0	< 32	FAILED
> 2.0	> 32	PASSED

**NMAS = Nominal Maximum Aggregate Size*

4. Hamburg Wheel Track: Hamburg Wheel Track testing will be completed in accordance with AASHTO T324 at test temperature of 50 C and 62 mm specimen height.

PG Grade	Minimum Wheel Passes	Maximum Rut Depth
64-22	10,000	12.5 mm
64-28	10,000	12.5 mm

5. Design Gyrations: The number (N) of gyrations required for gyratory compaction shall be in accordance with KC Metro APWA Type 5-01.

6. VFA Requirements: Voids Filled with Asphalt (VFA) shall be omitted provided that the Hamburg Wheel Tracking Requirements are satisfied and the Flexibility Index is above 2.

7. Removal Limits: If corrective action is necessary as a result of failed QA/QC testing, cost of testing and necessary corrective action will be borne by the Contractor. Failure results of IF or HWT tests will result in immediate shutdown of operations and removal of materials placed that day at the contractor's expense. Operations may resume when the contractor is confident that production and placement will meet the performance requirements. Testing (QC and QA) will be required following resuming of operations and shall be at the cost of the contractor.

SPC-15.02 Balanced Asphalt Mix Design and Testing

Asphalt surface materials shall be based upon **Type 5-01** in accordance with KC Metro Chapter APWA Section 2205 Asphaltic Concrete Surface and Base. However, balanced mix design principles shall be used to design an economical, crack resistant, and rut resistant asphalt mix that meets performance test based flexibility index (FI) and rut resistance (HWT) criteria detailed in SPC-15.02.3 and SPC-15-02.4.

Acceptable test results meeting the FI and HWT shall be submitted with the mix design for approval. Acceptable Performance Grade binders shall be PG 70-22 as approved by the City Engineer.

Quality Control (QC) testing performed by the contractor is incidental to the asphalt paving pay items. Quality Assurance (QA) testing furnished and paid for by the City shall be performed at the discretion of the City Engineer and coordinated with the contractor. A favorable comparison will be achieved if the results for QA and QC are within 30%.

1. Performance Testing: Quality Control (QC) testing for Flexibility Index (FI) and Hamburg Wheel Track (HWT) Testing will be required by the contractor on the first full day of production for mainline pavement. Testing will not be required for days with less than 200 tons of production. Random testing location will be determined by the engineer.
2. Mix Sampling and Preparation: Loose mix may be sampled from the roadway or the plant, in accordance with AASHTO R 97. No conditioning will be performed on the plant mixed samples. Lab mixed samples for mix design submittal shall be short term conditioned in accordance with AASHTO R30 prior to splitting. All loose mix material shall be allowed to cool to room temperature and then reheated to compaction temperature for splitting to the appropriate size in accordance with R47. Samples shall then be heated to the compaction temperature +/- 3 C prior to molding. The specimens shall be compacted to 7.0 +/- 0.5% air voids.
3. Flexibility Index Testing: The Flexibility Index (FI) testing will be completed in accordance with I-FIT (Illinois Flexibility Index Test) Procedure 405 dated 01/01/2016 available at https://www.modot.org/sites/default/files/documents/Illinois_Flexibility_Index_Test.pdf. In lieu of the FI, the Ideal CT criteria may be substituted using the limits shown below. The Ideal Cracking Test (CT) criteria maybe substituted using the limits shown below. The Ideal CT shall be completed in accordance with ASTM D8225 and at a test temperature of 25 C when used.

FLEXIBILITY INDEX	**Ideal CT**	**PASS / FAIL**
NMAS* < 190	**NMAS* < 190**	
< 2.0	< 32	FAILED
> 2.0	> 32	PASSED

**NMAS = Nominal Maximum Aggregate Size*

4. Hamburg Wheel Track: Hamburg Wheel Track testing will be completed in accordance with AASHTO T324 at test temperature of 50 C and 62 mm specimen height.

PG Grade	Minimum Wheel Passes	Maximum Rut Depth
70-22	20,000	10 mm

5. Design Gyrations: The number (N) of gyrations required for gyratory compaction shall be in accordance with KC Metro APWA Type 5-01.

6. VFA Requirements: Voids Filled with Asphalt (VFA) shall be omitted provided that the Hamburg Wheel Tracking Requirements are satisfied and the Flexibility Index is above 2.

7. Removal Limits: If corrective action is necessary as a result of failed QA/QC testing, cost of testing and necessary corrective action will be borne by the Contractor. Failure results of IF or HWT tests will result in immediate shutdown of operations and removal of materials placed that day at the contractor's expense. Operations may resume when the contractor is confident that production and placement will meet the performance requirements. Testing (QC and QA) will be required following resuming of operations and shall be at the cost of the contractor.

SPC-16.01 Measurement and Payment

A. General:

1. 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.

2. 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.

3. 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:

B. Asphaltic Concrete (conventional paving overlays):

1. Asphaltic Concrete (All types) shall be measured by the tons of material placed. Measurement shall be computed from the ticketed quantities for materials placed and accepted.

2. Payment will be made at the contract unit prices bid as shown in the proposal for Asphaltic Concrete Surface (All Types). Payment shall be full compensation for all labor, equipment, materials, and incidentals necessary to complete the work.

3. Paving tack is subsidiary to the asphalt item.

C. Cold Milling:

1. Cold milling shall be measured by the square yard of cold milling completed as indicated on the plans and shall include all sweeping, collecting and disposal of millings and related work.

2. 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.

D. Thermoplastic Striping and Permanent Marking:

1. Thermoplastic longitudinal and skip striping shall be measured by the linear feet of pavement marking placed.
    a. Skips shall be 4" wide and 12' long with 30 foot gap spacing.
    b. Double yellow shall be 4" wide with 4" gap between longitudinal lines. Double yellow shall be measured by linear foot of pavement marking placed; for example, 1000 linear feet of roadway striped with double yellow would be measured and paid as 2000 linear feet of double yellow striping.
2. Arrows and Words shall be thermoplastic and counted as each.
3. Stop Bars shall be measured by the linear feet of 24" striping.
4. Crosswalks shall be MUTCD continental pattern with spacing of transverse markings arranged as to avoid vehicle wheel paths.
5. Contractor will be responsible for inventory of the existing pavement markings prior to milling operations. Inventory work shall be incidental to the pavement marking pay items.
6. Payment will be made at the Contract unit price bid as shown in the proposal for each type of striping installed and accepted, which prices shall be full compensation for all labor, materials, equipment and incidentals necessary to complete the striping operation.

E. Traffic Control:

1. This work will not be measured for payment, but will be considered a lump sum price.
2. 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. Payment of this item shall be lump sum by the following schedule:
    a. When 5 percent or more of the original contract amount is earned, 50 percent.
    b. When 25 percent or more of the original contract amount is earned, an additional 25 percent.
    c. When 75 percent or more of the original contract amount is earned, an additional 25 percent.

F. Full Depth Asphalt Pavement Repair (Overlay Streets - Spot Locations):

1. Full depth pavement repair shall be measured by the square yard of material placed up to 8" depth below milled surface elevation. Deeper patches may be paid at a price proportional to the 8" depth unit price. Measurement shall be to the nearest square yard prior to the placement of final asphalt.
2. Payment will be made at the contract unit prices bid as shown in the proposal for Full Depth Pavement Repair (spot locations). Payment shall be full compensation for all labor, equipment, materials, and incidentals necessary to complete the work.

G. State and Rail Road Permits

1. 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.

H. Mobilization

1. This work will not be measured for payment, but will be considered a lump sum price.
2. 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. Payment of this item shall be lump sum by the following schedule:
    a. When 5 percent or more of the original contract amount is earned, 50 percent.
    b. When 10 percent or more of the original contract amount is earned, an additional 25 percent.
    c. When 25 percent or more of the original contract amount is earned, an additional 25 percent.

I. Replacement of Detector Loops

1. Payment shall be full compensation for all labor, equipment, materials, and incidentals necessary to complete the work. Payment of this item shall be per detector loop removed and replaced.

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.

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.

EXHIBIT A

Appendix A: 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.

Typed Name & Title of Authorized Representative

Signature of Authorized Representative Date

EXHIBIT B

Exhibit B

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

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 C

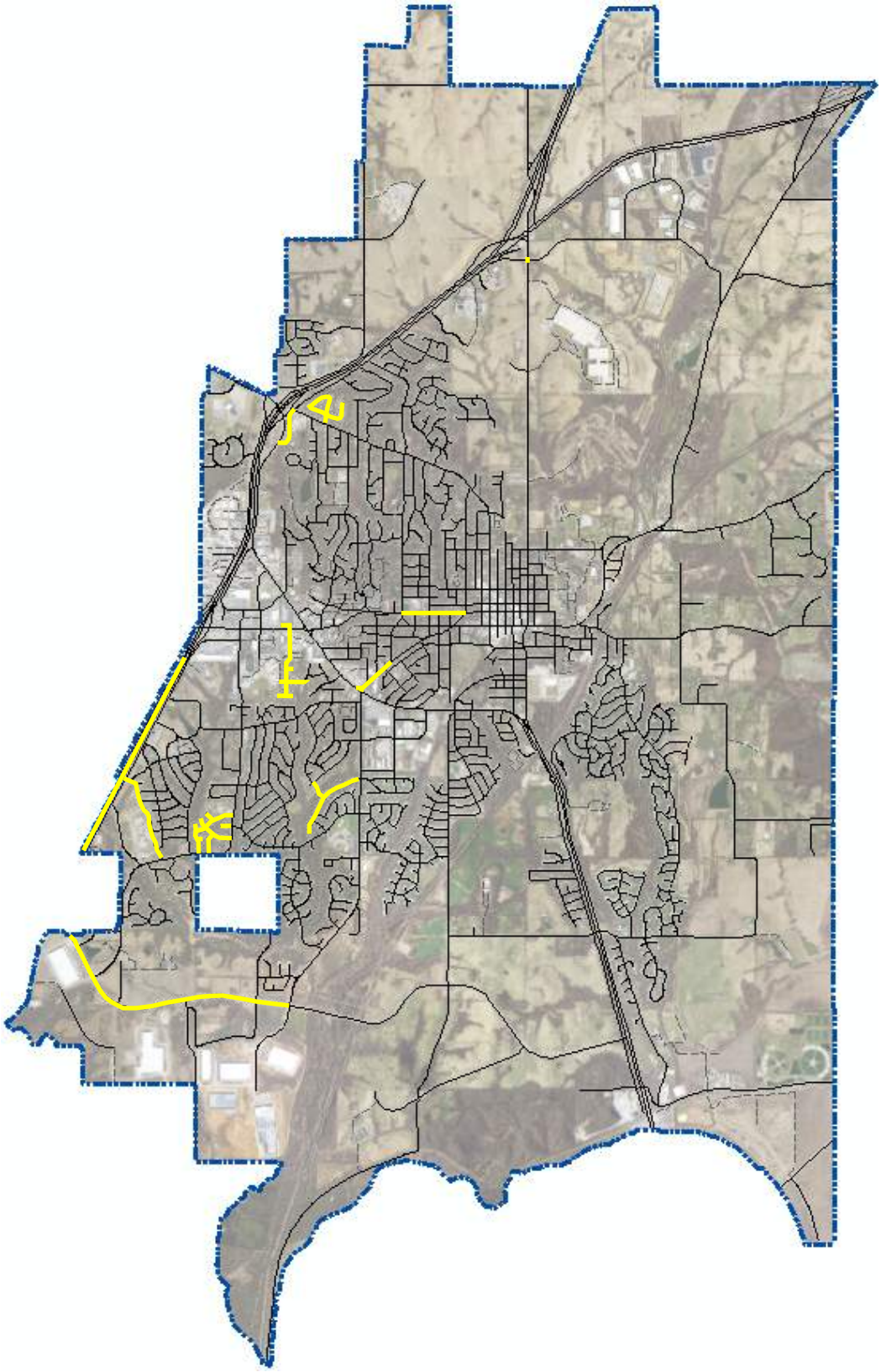


Figure 1 - Project Locations

2026 Overlay Quantities By Street

Street	From	To	Cold Milling (SY)	Full Depth (SY)	Piano Key Cross Walk (LF)	24" Stop Bar (LF)	Turn Arrow (EA)	4" Skips Yellow (LF)	4" Solid Yellow (LF)	4" Skips White (LF)	6" Solid White (LF)	4" Solid White (LF)	Asphalt Tonnage per Street (tons)
Park Ln.	Wellington Way	Broadmore Ln.	1,703.00	5.00	27.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	166.00
Wellington Way	Withers Rd	End	8,083.00	20.00	0.00	17.00	0.00	0.00	0.00	0.00	0.00	0.00	786.00
Midjay Dr.	S. Stewart Rd.	Liberty Dr.	10,537.00	25.00	113.00	54.00	4.00	0.00	5,134.00	0.00	0.00	231.00	1,024.00
Glenn Hendren Dr.	291.00	Nashua Dr.	6,590.00	15.00	46.00	71.00	11.00	0.00	3,272.00	0.00	2,746.00	805.00	641.00
Circle Dr.	Liberty High School	448 Circle Dr.	2,168.00	6.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	211.00
Thompson Ave.	Liberty High School	Cul De Sac	1,353.00	5.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	132.00
Forest Ct.	Forest Ave.	Cul De Sac	1,060.00	5.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	103.00
Forest Ave.	Kansas St.	Thompson Ave.	8,402.00	20.00	0.00	0.00	3.00	0.00	890.00	955.00	0.00	133.00	817.00
Frontage Rd.	Kansas St.	Crowley Parking Lot	1,747.00	5.00	0.00	52.00	2.00	0.00	850.00	0.00	0.00	151.00	170.00
Lightburne Glenn Hendren Intersection	Intersection	End	2,823.00	6.00	83.00	55.00	4.00	0.00	364.00	0.00	0.00	372.00	275.00
S. Stewart Rd.	Consitor St.	City Limits	22,403.00	45.00	0.00	0.00	1.00	6,560.00	2,480.00	0.00	11,689.00	127.00	2,176.00
Blue Bell Ave	Liberty Dr.	Larkspur Dr.	2,012.00	5.00	41.00	14.00	0.00	0.00	0.00	0.00	0.00	0.00	196.00
Clay Ct.	Cul De Sac	NA	704.00	2.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	69.00
Clay Circle	Cul De Sac	NA	705.00	2.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	69.00
Larkspur Ct.	Cul De Sac	NA	923.00	2.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	90.00
Snowdrop Cir.	Cul De Sac	NA	1,352.00	3.00	40.00	16.00	0.00	0.00	0.00	0.00	0.00	0.00	132.00
Garden Dr.	Cul De Sac	NA	875.00	2.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	85.00
Larkspur Dr.	Liberty Dr.	Clay Dr.	2,814.00	6.00	55.00	17.00	0.00	0.00	0.00	0.00	0.00	0.00	274.00
Clay Dr.	Liberty Dr.	Liberty Dr.	6,504.00	14.00	94.00	35.00	0.00	0.00	0.00	0.00	0.00	0.00	632.00
Forest Ln	Cul De Sac	End	2,265.00	5.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	220.00
Linden Rd	Cul De Sac	Forest Ln	5,092.00	11.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	495.00
Lake Rd	Nashua Rd	Northern End	2,740.00	6.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	267.00
Liberty Dr.	Route 291	S. Ridge	9,652.00	20.00	52.00	37.00	5.00	0.00	2,232.00	2,388.00	235.00	334.00	1,206.00
South Liberty Parkway	Western Limits	Withers	56,318.00	113.00	468.00	271.00	36.00	0.00	0.00	17,006.00	0.00	3,139.00	7,034.00
Kansas St.	N. Ridge Ave.	Harrison St.	8,285.00	17.00	186.00	36.00	3.00	0.00	2,048.00	1,516.00	0.00	323.00	1,035.00

The City of Liberty missouri

CITY COUNCIL ACTION REPORT

Meeting Date: March 23, 2026

A/R No.: 2026-93

Department: Public Works

Submitted By: Joshua Martinez, Capital Projects Engineer

Subject: Ordinance approving a contract with McConnell & Associates Corp. for The City of Liberty 2026 Concrete Flatwork Replacement Project (26-005) in an amount of $388,851.00 with funding authorization up to and in a not to exceed amount of $425,000.00

Summary:

- Acceptance of a contract with McConnell & Associaties Corp. for the City's 2026 Concrete Flatwork Replacement Project

Background:

The City's Capital Improvement Plan includes a Street Restoration Program in order to project expenditures necessary for streets in need of restoration. This action pertains to the 2026 Concrete Flatwork Replacement Program (CFRP), otherwise known as Project 26-005.

The 2026 CFRP project includes:

- The removal and replacement of approximately 37 ADA curb ramps;
- The removal and replacement of approximately 1,238 square feet of concrete sidewalk; and
- The removal and replacement of approximately 3,211 linear feet of concrete curb and gutter.

Locations which are included within the project are:

- Immediately adjacent to the selected streets being restored as part of the 2026 Street Maintenance Pavement Restoration Project;
- Select locations along Stewart Rd. adjacent to Liberty Commons, Rosewood Dr., Holt Dr., S. Withers Rd. and Progress St.

A bid manual was put together and publicly advertised with bids being publicly opened and read on February 27, 2026. The two bidders were:

- Inco USA LLC - $389,625.71
- McConnell & Associates Corp. - $388,851.00

This report and subsequent Ordinance request recommends approval of a contract with

McConnell & Associates Corp. in the amount of $388,851.00 with additional funding authorization of $36,149.00 for a total requested authorization of $425,000.00. The amount requested for approval includes both the contract amount of $388,851.00 and the addition of an approximate 10% contingency ($36,149.00). 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 concrete repair/replacement issues that may develop over the length of the contract.

The 2026 Street Restoration Project base budget was established at $3,000,000.00 for 2026 during CIP development. This includes $1,750,000.00 from Capital Sales Tax and $1,250,000.00 from Transportation Sales Tax.

Staff recommends approval of a contract with McConnell & Associates Corp. for the City of Liberty 2026 Concrete Flatwork Replacement Project (26-005) in an amount not to exceed $388,851.00 with additional funding authorization of $36,149.00 for a total requested authorization amount of $425,000.00.

Previous Action (if applicable):
NA

Policy/Committee Review:

X	Citizen Sales Tax Oversight Committee	Completed/Recommended: Recommended March 12, 2026
	Public Safety Sales Tax Oversight Committee	Completed/Recommended:
	Budget Committee	Completed/Recommended:
	Other:	Completed/Recommended:

Financial Considerations:

X	**Budgeted:**	Line Item: 351-70023-201-000000 Line Item:	Amount:$425,000.00 Amount:
		Revenue Line (if applicable):	Amount:
	Non-Budgeted	Line Item: Line Item:	Amount:
		Funding Source:	Amount:

Attachments:
1. 2026-093 Approve Contract McConnell - Concrete 26-005 - ORD
2. 2026 Concrete Contract 26-005

Document No. _____

ORDINANCE NO. _____

ORDINANCE APPROVING A CONTRACT WITH MCCONNELL & ASSOCIATES CORP. FOR THE CITY OF LIBERTY 2026 CONCRETE FLATWORK REPLACEMENT PROJECT (26-005) IN AN AMOUNT OF $388,851.00 WITH FUNDING AUTHORIZATION UP TO AND IN A NOT TO EXCEED AMOUNT OF $425,000.00

Ordinance approving a contract with McConnell & Associates Corp. for The City of Liberty 2026 Concrete Flatwork Replacement Project (26-005) in an Amount of $388,851.00 with Funding Authorization up to and not to Exceed $425,000.00

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 McConnell & Associates Corp. for the City of Liberty 2026 Concrete Flatwork Replacement Project (26-005) with a bid amount of THREE HUNDRED EIGHTY-EIGHT THOUSAND EIGHT HUNDRED FIFTY ONE AND 00/100 DOLLARS ($388,851.00), with authorization to spend up to FOUR HUNDRED TWENTY FIVE THOUSAND AND 00/100 DOLLARS ($425,000.00), 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.

_____
GREG CANUTESON, MAYOR

ATTEST:

_____
DEPUTY CITY CLERK

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

_____
GREG CANUTESON, MAYOR

The City of Liberty missouri

SPECIFICATIONS

2026 Concrete Flatwork Replacement

Project No. 26-005

City of Liberty
101 East Kansas Street
Liberty, MO 64068
816-439-4500

TABLE OF CONTENTS

Bid Form

Qualification Statement

OSHA Requirements

Federal Work Authorization

Prevailing Wage

MO Annual Wage Order No. 32

American Products Requirements

Standard Agreement

Performance Bond

Payment Bond

General Conditions

Supplementary Conditions

Job Special Conditions

Liberty Technical Specifications

Project Tax Exemption Certificate

Exhibit A – Debarment and Suspension Form

Exhibit B – ADA Checklist

Exhibit C – Anti Discrimination Against Israel Certification

Exhibit D – Project Locations

BID FORM

CITY OF LIBERTY
LIBERTY, MISSOURI
2026 CONCRETE FLATWORK REPLACEMENT
PROJECT # 26-005
JANUARY 30, 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
NONE	

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):

A. UNIT PRICE SCHEDULE:

Base Bid					
Line Item #	Description	Unit	Estimated Quantity	Unit Price	Bid Price
1	ADA Ramp – Install New/Remove and Replace	EA	37	$ 2,500.00	$ 92,500.00
2	Sidewalk – Install New/Remove and Replace	SF	1,238	$ 14.00	$ 17,332.00
3	Straight/Roll Back Curb – Install New/Remove and Replace	LF	3,211	$ 64.00	$ 205,504.00
4	Drive Approach	SF	417	$ 25.00	$ 10,425.00
5	Stamped & Colored Concrete	SF	103	$ 30.00	$ 3,090.00
6	Mobilization	LS	1	$ 35,000.00	$ 35,000.00
7	Traffic Control	LS	1	$ 25,000.00	$ 25,000.00
				GRAND TOTAL BASE BID:	$ 388,851.00

* Sidewalk quantities include an assumed 20' associated with each ADA ramp location and shall only be used if deemed necessary to achieve ADA compliance for the Ramp.

**Curb and gutter quantities include an assumed 10' associated with each ADA ramp location and shall only be used if deemed necessary to achieve ADA compliance and positive drainage for the Ramp.

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 $ 388,851.00

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.: 08-23-00068 [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.

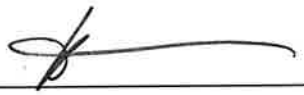
ARTICLE 9 – BID SUBMITTAL

BIDDER: *[Indicate correct name of bidding entity]*

McConnell & Associates

By:
[Signature]

[Printed name] Taylor Brooks
(If Bidder is a corporation, a limited liability company, a partnership, or a joint venture, attach evidence of authority to sign.)

Attest:
[Signature] 

[Printed name] Kevin Paddock

Title: CFO

Submittal Date: 2/27/26

Address for giving notices:

1225 Iron Street NKC MO 64116

Telephone Number: (816) 842-6066

Fax Number:

Contact Name and e-mail address: TAYLOR BROOKS

T.BROOKS@MCCONNELLASSOCIATES.ORG

Bidder's License No.: 08-23-0068
(where applicable)

NOTE TO USER: Use in those states or other jurisdictions where applicable or required.

QUALIFICATIONS STATEMENT

THE INFORMATION SUPPLIED IN THIS DOCUMENT IS CONFIDENTIAL TO THE EXTENT PERMITTED BY LAWS AND REGULATIONS

1. SUBMITTED BY:

Official Name of Firm: McConnell & Associates

Address: 1225 Iron Street, NKC MO 64116

2. SUBMITTED TO: City of Liberty

3. SUBMITTED FOR:

Owner: City of Liberty

Project Name: 2026 Concrete Flatwork Replacement Project No. 26-005

TYPE OF WORK: Concrete Replacement

4. CONTRACTOR'S CONTACT INFORMATION

Contact Person: Taylor Brooks

Title: Project Manager

Phone: 816-730-5374

Email: t.brooks@mcconnellassociates.org

6. AFFILIATED COMPANIES:

Name: None

Address:

7. TYPE OF ORGANIZATION:

☐ SOLE PROPRIETORSHIP

Name of Owner:

Doing Business As:

Date of Organization:

☐ PARTNERSHIP

Date of Organization:

Type of Partnership:

Name of General Partner(s):

☒ CORPORATION

State of Organization: Missouri

Date of Organization: 1965

Executive Officers:

- President: Rob McConnell
- Vice President(s): Chris Hanson
- Treasurer: Kevin Paddock
- Secretary: Doug Morgan

☐ LIMITED LIABILITY COMPANY

State of Organization: _____

Date of Organization: _____

Members: _____

_____

_____

_____

☐ JOINT VENTURE

Sate of Organization: _____

Date of Organization: _____

Form of Organization: _____

Joint Venture Managing Partner

- Name: _____
- Address: _____

_____

_____

Joint Venture Managing Partner

- Name: _____
- Address: _____

_____

Joint Venture Managing Partner

- Name: _____
- Address: _____

_____

8. LICENSING

Jurisdiction: _____

Type of License: _____

License Number: _____

Jurisdiction: _____

Type of License: _____

License Number: _____

9. CERTIFICATIONS

CERTIFIED BY:

Disadvantage Business Enterprise: _____

Minority Business Enterprise: _____

Woman Owned Enterprise: _____

Small Business Enterprise: _____

Other (_____): _____

10. BONDING INFORMATION

Bonding Company: Bukaty Companies

Address: 9200 NE Barry Rd Suite 200, Kansas City Mo 64157

Bonding Agent: Mindy Rippy

Address: 9200 NE Barry Rd Suite 200, Kansas City Mo 64157

Contact Name: Mindy Rippy

Phone: 816-354-3169

Aggregate Bonding Capacity: $20,000,000.00

Available Bonding Capacity as of date of this submittal: $20,000,000.00

11. CONSTRUCTION EXPERIENCE:

Current Experience:

List on **Schedule A** all uncompleted projects currently under contract (If Joint Venture list each participant's projects separately).

Previous Experience:

List on **Schedule B** all projects completed within the last 5 Years (If Joint Venture list each participant's projects separately).

How many years' experience in the proposed type and size of construction work has your organization had:

(a) As a general contractor 60 Years

(b) As a subcontractor 60 Years

Has firm listed in Section 1 ever failed to complete a construction contract awarded to it?

☐ YES ☒ NO

If YES, attach as an Attachment details including Project Owner's contact information.

Has any Corporate Officer, Partner, Joint Venture participant or Proprietor ever failed to complete a construction contract awarded to them in their name or when acting as a principal of another entity?

☐ YES ☒ NO

If YES, attach as an Attachment details including Project Owner's contact information.

Are there any judgments, claims, disputes or litigation pending or outstanding involving the firm listed in Section 1 or any of its officers (or any of its partners if a partnership or any of the individual entities if a joint venture)?

☐ YES ☒ NO

If YES, attach as an Attachment details including Project Owner's contact information.

12. EQUIPMENT:

MAJOR EQUIPMENT:

List on **Schedule C** all pieces of major equipment available for use on Owner's Project.

I HEREBY CERTIFY THAT THE INFORMATION SUBMITTED HEREWITH, INCLUDING ANY ATTACHMENTS, IS TRUE TO THE BEST OF MY KNOWLEDGE AND BELIEF.

NAME OF ORGANIZATION: McConnell & Associates

BY: Taylor Brooks

TITLE: Project Manager

DATED: 3/9/2026

NOTARY ATTEST:

SUBSCRIBED AND SWORN TO BEFORE ME

THIS 9th DAY OF March, 2026

NOTARY PUBLIC - STATE OF Missouri

MY COMMISSION EXPIRES: 6/22/29

M S MCCOY
Notary Public - Notary Seal
STATE OF MISSOURI
Clay County
My Commission Expires: Jun. 22, 2029
Commission # 17593578

REQUIRED ATTACHMENTS

1. Schedule A (Current Experience).
2. Schedule B (Previous Experience).
3. Schedule C (Major Equipment).
4. Evidence of authority for individuals listed in Section 7 to bind organization to an agreement.
5. Resumes of officers and key individuals of firm named in Section 1.
6. Additional items as pertinent.

SCHEDULE A

CURRENT EXPERIENCE

Project Name	Owner's Contact Person	Design Engineer	Contract Date	Type of Work	Status	Cost of Work
Over 160 jobs currently being completed or scheduled to be completed this year. List available upon request.	Name: Address: Telephone:	Name: Company: Telephone:				
	Name: Address: Telephone:	Name: Company: Telephone:				
	Name: Address: Telephone:	Name: Company: Telephone:				
	Name: Address: Telephone:	Name: Company: Telephone:				
	Name: Address: Telephone:	Name: Company: Telephone:				
	Name: Address: Telephone:	Name: Company: Telephone:				
	Name: Address: Telephone:	Name: Company: Telephone:				

SCHEDULE B

PREVIOUS EXPERIENCE (Include ALL Projects Completed within last 5 years)

Project Name	Owner's Contact Person	Design Engineer	Contract Date	Type of Work	Status	Cost of Work
	Name: Address: Telephone:	Name: Company: Telephone:				
	Name: Address: Telephone:	Name: Company: Telephone:				
	Name: Address: Telephone:	Name: Company: Telephone:				
	Name: Address: Telephone:	Name: Company: Telephone:				
	Name: Address: Telephone:	Name: Company: Telephone:				
	Name: Address: Telephone:	Name: Company: Telephone:				
	Name: Address: Telephone:	Name: Company: Telephone:				

SCHEDULE B

PREVIOUS EXPERIENCE (Include ALL Projects Completed within last 5 years)

Project Name	Owner's Contact Person	Design Engineer	Contract Date	Type of Work	Status	Cost of Work
OVER 5,000 project completed in the past 5 years. List provided upon request.	Name: Address: Telephone:	Name: Company: Telephone:				
	Name: Address: Telephone:	Name: Company: Telephone:				
	Name: Address: Telephone:	Name: Company: Telephone:				
	Name: Address: Telephone:	Name: Company: Telephone:				
	Name: Address: Telephone:	Name: Company: Telephone:				
	Name: Address: Telephone:	Name: Company: Telephone:				
	Name: Address: Telephone:	Name: Company: Telephone:				

SCHEDULE C - LIST OF MAJOR EQUIPMENT AVAILABLE

ITEM	PURCHASE DATE	CONDITION	ACQUIRED VALUE
SEE ATTACHED			

Unit #	Type (Description)	Location	Year	Make	Model	Actual Cash Value
1204	Fork Lift	Kansas City	2005	Komatsu	FG30HT-14	$ 11,523
1206	Fork Lift	Kansas City	2018	Yale	GP050MX	$ 34,800
1207	Forklift	Kansas City	2022	Yale	GP050MX Forklift	$ 31,316
1208	Forklift	Kansas City	2023	Yale	GP50N	$ 45,875
1333	Trailer	Kansas City	2007	Maxey	Carhauler	$ 3,832
1334	Trailer	Kansas City	2007	Maxey	Carhauler	$ 3,619
1338	Trailer	Kansas City	2011	Maxey	Carhauler	$ 4,045
1339	Trailer	Kansas City	2008	Seal-Rite	SR-700	$ 13,000
1340	Trailer	Kansas City	2001	Cherokee	Low Boy	$ 15,808
1341	Tank Trailer	Kansas City	2012	Seal-Rite	Custom Unit	$ 22,000
1343	Trailer	Kansas City	2001	Trailking	Flatbed Drop Deck 48'x102"	$ 16,291
1346	Trailer	Kansas City	2014	Maxey	Flatbed 83x20	$ 4,145
1347	Trailer	Kansas City	2016	Lamar	2016 Lamar 83x22 LO Pro Tilt	$ 5,795
1350	Trailer	Kansas City	2018	TrailMax	Flatbed Trailer T-16-UT	$ 14,760
1351	Trailer	Kansas City	2018	TrailMax	Flatbed Trailer T-16-UT	$ 14,760
1353	Trailer	Kansas City	2019		TrailMax Flatbed Trailer T-16-UT	$ 16,204
1354	Trailer	Kansas City	2019		H&H Cargo Trailer	$ 9,360
1355	Trailer	Kansas City	2019		SR-700 Trailer	$ 17,735
1358	Trailer	Kansas City	2020		2020 CM 6'8x16 Cargo Trailer	$ 9,046
1359	Trailer	Kansas City	2020	Felling	Felling FT-40-2 LP Trailer	$ 41,822
1361	Trailer	Kansas City	2022	Towmaster	T-16 DT 16' Tilt Deck	$ 18,232
1362	Trailer	Kansas City	2022	Trailmax	16TUS-5 25' Tilt Trailer	$ 19,208
1363	Trailer	Kansas City	2023	Felling	FT-45-2 LP Plus	$ 42,777
1364	Drop Deck Trailer	Kansas City	2011	Reitnouer	Reitnouer 51' Step Deck Trailer	$ 36,300
1365	Dump Trailer	Kansas City	2022	Diamond	Diamond CLPT210 16' x 82" Dump Trailer	$ 24,448
1366	Tilt Trailer	Kansas City	2022	Big Tex	22' Tilt Deck Trailer	$ 9,399
1367	Flatbed Trailer	Kansas City	2004	TRAN	53' Flatbed	$ 23,000
1368	Trailer	Kansas City	1997	Towmaster		$ 3,500
1369	Trailer	Kansas City	2018	Forest River	Utility Trailer	$ 10,000
1370	Excavator	Kansas City	2018		Hydro Excavator	$ 15,400
1371	Trailer	Kansas City	2024	Diamond	HDT307 82x22	$ 16,850
1372	Drop Deck Trailer	Kansas City	2008	Manac	48'x102" Drop Deck	$ 24,500
1373	Flatbed Trailer	Kansas City	2023	Rice	82"x20'	$ 6,004
1374	Flatbed Trailer	Kansas City	2023	Rice	82"x20'	$ 6,004
1375	Trailer	Kansas City	2013	Trail King	Hydrolic Tail Trailer	$ 42,400
1376	Flatbed Trailer	Kansas City	2025	Rice	Rice Flatbed Trlr 82"x20'	$ 5,874
1377	Flatbed Trailer	Kansas City	2025	Rice	Rice Flatbed Trlr 82"x20'	$ 5,874
1378	Trailer	Kansas City	2025	Diamond	Diamond C FMAX216 35'x102"	$ 45,640
1379	Tank Trailer	Kansas City	2025	Seal-Rite	2025 Sealrite SR-700 Trailer	$ 23,273
1380	Trailer	Kansas City	2013	Reitnouer	Reitnouer 53' Dropdeck	$ 30,050
1436	Tank Trailer	Kansas City	2015	Sealrite	2015 Sealrite SR-700	$ 7,500
1437	Seal Trailer	Kansas City			Neal 550 Seal Trailer	$ 3,000
1438	Seal Trailer	Kansas City	2022		2022 Seal-Rite SR-550	$ 16,000
1439	Seal Trailer	Kansas City	2025	Seal-Rite	SR-300 Seal Trailer (Rental)	$ 16,791
1440	Seal Trailer	Kansas City	2025	Seal-Rite	SR-300 Seal Trailer (Rental)	$ 16,791
1515	Trailer	Kansas City	2018	Nexa	TP Pneumatic Dry Bulk	$ 8,470
1669	Generator	Kansas City		Elematic	E160	$ 5,200
1671	Sprayer (Track)	Kansas City		Strukturmatic	S122D	$ 15,000
1693	Squeegee Machine	Kansas City	2008	Neal	DA 350	$ 17,000
1695	Track Grinder	Kansas City	2009	RotoMatic	R58	$ 7,000
1696	Line Driver Paint Machine	Kansas City	2009	Line Driver HD	Line Driver HD	$ 4,500
1698	Line Driver Paint Machine	Kansas City	2011	Line Driver HD	Graco	$ 5,000
1699	3900 Graco Line Lazer	Kansas City	2011	Graco	Lazer	$ 3,500
1742	Loader Attachment	Kansas City	2016	CAT	Skid Steer Bucket	$ 1,887
1742	Loader Attachment	Kansas City	2016	CAT	Skid Steer Bucket	$ 1,887
1753	Loader Attachment	Kansas City		Allied	Loader Attachment - Broom	$ 5,016
1770	Loader Attachment Cold Planner	Kansas City		Coneqtec	Universal Cold Planer AP1000	$ 3,300
1800	Meter	Kansas City	2025		Tar Meter	$ 10,732
1902	Pipe Threader	Kansas City	2009	Ridgid	535 Pipe Threader	$ 2,948
1928	Power Washer	Kansas City	2017	Hotsy	Hot Water Electric Power Washer	$ 3,900
1949	Welder	Kansas City	2004	MQ Power	BLW-400SSW	$ 5,200
2207	Fork Lift	St. Louis	2018	Yale	GP050MX	$ 32,010
2208	Fork Lift	St. Louis	2023	Yale	GP50N	$ 45,875
2311	Tank Trailer	St. Louis	2015	Seal-Rite	DT-300	$ 17,700
2312	Trailer	St. Louis	2014	Novae Corp	ST7918TE-B-140	$ 4,600
2314	Trailer	St. Louis	2019		TrailMax Flatbed T-16-UT	$ 16,204
2316	Dump Trailer	St. Louis	2021		2021 Diamond CLPT210 16x82	$ 15,815
2317	Color Trailer	St. Louis	2021	Sealrite	2021 Seal-Rite Color Trailer	$ 27,840
2318	Trailer	St. Louis	2023	Texas Pride	Texas Pride 17' Low Boy Trailer	$ 12,800
2319	Trailer	St. Louis	2025	Seal-Rite	SR-550 Tank Trailer	$ 18,948
2320	Squeegee Machine	St. Louis	2025		GT17618kbp Squeegee Machine	$ 12,558
2631	Hot Pour Trailer	St. Louis	1993	Crafco	EZ 200 D	$ 8,000
2636	Grinder	St. Louis	2010	Edco	Turbo Grinder	$ 3,750
2642	Hot Pour Trailer	St. Louis		Crafco	EX Pour 200	$ 3,000
2643	Hot Pour Trailer	St. Louis		Crafco	EX Pour 200	$ 6,500
2646	Hot Pour Trailer	St. Louis	2015	Cimline	150 Magma Melter	$ 42,000
2647	Squeegee Machine	St. Louis	2011	Neal Mfg	DA350	$ 25,000
2648	Loader Attachment	St. Louis	2013	Sweepster	Broom	$ 3,382
2649	Tape Nailer	St. Louis	2018		Tennis Court Tape Nailer	$ 3,981
2650	Hot Pour Machine	St. Louis	2017	Cimline	Cimline M-1 Melter (Rental)	$ 41,414
2651	Laser	St. Louis	2019		Spectra GL622N Dual Grade Laser System	$ 3,750
2652	Loader	St. Louis	2019		Compact Track Loader C237 T4	$ 103,375
2655	Loader	St. Louis	2023	CAT	259D3	$ 78,000
2656	Squeegee Machine	St. Louis	2023	NEAL	DA350	$ 78,300
2657	Compressor	St. Louis	2021	Cimline	Cimline X2 Skid Mount Compressor	$ 17,320
2659	Mortar Mixer	St. Louis	2025		9HP Honda TC Mortar Mixer	$ 4,706
2910	Warehouse Air Compressor	St. Louis	2015	Gardner Denver	L30-7.5A	$ 15,750
5203	Fork Lift	Pevely	2017	Yale	Yale GP050MX Forklift	$ 26,675
5204	Fork Lift	Pevely	2021	Yale	Yale GP050MX Forklift	$ 29,177
5300	Trailer	Pevely	2007		2007 Utility 53' Dry Van Trailer	$ 11,500
5520	Stretch Wrapper	Pevely		Eagle	Eagle 2000B Stretch Wrapper	$ 6,000
5521	Drop Deck Trailer	Pevely	2012	MAC	MAC Drop Deck Trailer	$ 35,900
5522	Drop Deck Trailer	Pevely	2005	Ravens	2005 Ravens Dropdeck Trailer	$ 24,500
5523	Tank Trailer	Pevely	2019	EXA	2019 EXA Tank Trailer	$ 23,000
5524	Drop Deck Trailer	Pevely	2008	Manac	48'x102" Drop Deck	$ 24,500
5862	Welder	Pevely		Lincoln	Lincoln V350PRO	$ 3,233
6201	Fork Lift	Wichita	2015	Heli Americas	CPY25	$ 25,000
6604	Mastic Trailer	Wichita	2015	Marathon	Mastic Melter (Rental)	$ 42,200
6605	Router	Wichita	2017	Cimline	PCR-30 Router (Rental)	$ 10,700
6607	Hot Pour Trailer	Kansas City	2019	Cimline	Cimline 150 GAL Melter (Rental Unit)	$ 51,213
16102	Golf Cart	Kansas City	2009	ST Sport	EZ-GO	$ 4,000
16103	TurfCare Brush	Kansas City	2010	SMG	TCA1400	$ 5,000
16104	Hot Pour Trailer	Kansas City	2002	Crafco	SS125DC	$ 12,000
16111	Paver	Kansas City	1998	SMG	P902D	$ 25,000
16112	Paver	Kansas City	2005	SMG	P936E	$ 35,000
16114	Generator	Kansas City		Klein Corp	SB2100	$ 5,500
16115	Utility Vehicle	Kansas City	2014	John Deer	Gator CX	$ 6,000
16116	Golf Cart	Kansas City	2012	Terrain 250	EZGO	$ 5,000
16118	Turbine Blower	Kansas City	2014	Buffalo	BT-CYC8KK 8000 Tow Blower	$ 5,500
16124	Blower	Kansas City		Homemade	Blower - Track Rubber	$ 10,000
16125	Paver	Kansas City	2016	PlanoMatic	PlanoMatic P207 Trail Paver	$ 20,800
16126	Squeegee Machine	Kansas City	2016	Neal	Neal DA-350 Squeegee Machine	$ 42,950
16128	Paint Striping Machine	Kansas City	2016	Graco	Line Level 3900 (Rental)	$ 5,335
16129	Router	Kansas City	2016	Crafco	Crafco Model 30 Router	$ 9,070
16130	Tank Trailer	St. Louis	2016	Seal-Rite	Trailer - SR-700 Gallon	$ 14,392
16131	Pump	Kansas City	2016		Post Tension Pump	$ 4,950
16132	Pump	Kansas City	2016		Post Tension Pump	$ 4,950
16135	Paint Striping Machine	Kansas City	2017	Graco	LineLazer V3900 (Rental)	$ 5,200
16136	Track Sprayer	Kansas City	2017	SMG	StrukturMatic S80B Track Sprayer	$ 24,000
16137	Router	Kansas City	2017	Cimline	PCR-30 Router (Rental)	$ 10,700
16138	Track Paver	Kansas City	2017	SMG	PlanoMatic P703	$ 49,600
16139	Lighting Tower	Kansas City	2011	Terex	Terex AL4000 Towable Light Tower	$ 3,746
16141	Hot Pour Trailer	Kansas City	2017	Cimline	Cimline M-1 Melter (Rental)	$ 37,222
16143	Hot Pour Trailer	Kansas City	2018	Cimline	Cimline M-1 Melter (Rental)	$ 54,294
16144	Fork Lift	Kansas City	2014		Genie Telehandler Forklift	$ 57,734

16145	Line Driver Paint Striper	Kansas City	2019		Line Driver HD	$ 6,202
16146	Line Driver Gun	Kansas City	2019		LLV5900STRD Mech Gun	$ 7,979
16147	Grinder	Kansas City			3' Flatliner Pavement Grinder	$ 30,570
16148	Buggy	Kansas City	2016		Canycom SC-75 Buggy 15-19 Cubic ft. Powered Track	$ 11,285
16150	Squeegee Machine	Kansas City	2018	Neal	Neal Squeegee Machine	$ 52,800
16151	Site Survey System	Kansas City	2020	Zenith	Zenith GNSS Survey System	$ 24,711
16152	ZTV	Kansas City	2021	ABI	ABI Force Zero Turn Vehicle (ZTV) - Model Z23SLT	$ 29,343
16153	Curb Machine	Kansas City	2017	Miller	2017 Miller MC750 Curb Machine	$ 11,415
16154	Utility Cart	Kansas City	2021	Cushman	2021 Cushman Hauler 1200X	$ 10,729
16155	Hot Pour Trailer	Kansas City	2021	Cimline	Cimline M1DW 150 GAL Melter (Rental)	$ 46,606
16156	Hot Pour Trailer	Kansas City	2021	Cimline	Cimline M1NP 150 GAL Melter	$ 28,125
16157	Hot Pour Trailer	Kansas City	2021	Cimline	Cimline M1NP 150 GAL Melter	$ 28,125
16158	Screed	Kansas City	2022	Bunyan	Bunyan BHG60 Roller Screed	$ 12,210
16159	Track Sprayer	Kansas City	2022	SMG	StrukturMatic S122D Track Sprayer	$ 43,239
16160	Track Sprayer	Kansas City	2019	Strukturmatic	S80B Track Sprayer	$ 16,734
16161	Squeegee Machine	Kansas City	2023	NEAL	DA350	$ 78,300
16162	Track Paver	Kansas City	2019	SMG	Planomatic P928	$ 45,000
16163	Generator	Kansas City	2019	SMG	Elematic E110	$ 8,000
16164	Track Mixer	Kansas City	2019	SMG	Mixmatic M6004	$ 80,000
16165	Generator	Kansas City	2019	SMG	Elematic GP44	$ 25,000
16167	UTV	Kansas City	2023	Toro	Workman GTX	$ 15,169
16168	UTV	Kansas City	2023	Toro	Workman GTX	$ 13,962
16169	Blower - Ride On	Kansas City	2023	X3	Hurricane Blower	$ 10,472
16170	UTV	Kansas City	2023		Canycom SC75PD Concrete Buggy	$ 23,099
16171	Hot Pour Machine	Kansas City			Hot Pour Machine	$ 10,000
16173	Utility Cart	Kansas City	2024	Workman	GTX EFI Cart	$ 15,227
16174	Utility Cart	Kansas City	2024	Workman	GTX EFI Cart	$ 15,227
16175	Drone	Kansas City	2025	DJI	M3E	$ 6,900
16176	GNSS Receiver	Kansas City	2025	Trimble	Trimble GNSS Receiver	$ 56,715
16177	GNSS Receiver	Kansas City	2025	Trimble	Trimble GNSS Receiver	$ 46,573
16178	Drone	Kansas City	2025	DJI	DJI Mavic 3 Drone	$ 4,336
16179	Spray Machine	Kansas City	2020		2020 Spray Force 488	$ 20,000
16180	Cart	Kansas City	2021	Cushman	Cushman Hauler Cart	$ 6,787
16181	Squeegee Machine	Kansas City	2023	Neal	Neal DA-350 Squeegee Machine	$ 40,000
17114	Roller	Kansas City	2007	Bomag	120AD	$ 22,500
17128	Loader	Kansas City	2011	Caterpillar	272C	$ 35,000
17133	Asphalt Recycler	Kansas City	2013	KM International	LB 2-16	$ 7,500
17135	Roller	Kansas City	2010	Caterpillar	CC24	$ 40,000
17140	Mill Machine	Kansas City	2013	Caterpillar	PC306B	$ 20,000
17142	Laser	Kansas City	2013	Topcan	Tracker Jack Kits	$ 12,000
17149	Base Pkg MMII Y-Cable & Accessories	Kansas City		CAT	CAT P385A, CAT P385, AP1055D	$ 30,900
17149	Laser	Kansas City	2015	Moba	Laser-Matic	$ 22,400
17150	Roller	Kansas City	2014	Cat	CB34B	$ 54,300
17151	Laser	Kansas City	2016	Spectra	Grade Laser - Spectra UL633	$ 4,096
17156	Loader Attachment	Kansas City	2016	CAT	Cold Planer	$ 19,046
17157	Loader Attachment	Kansas City	2016	CAT	Cold Planer	$ 19,046
17160	Paver	Kansas City	2017	Caterpillar	AP255E Asphalt Paver (Trail)	$ 140,000
17161	Loader Attachment	Kansas City	2017	Allied	BR555 Hammer	$ 8,700
17162	Loader Attachment	Kansas City	2017	Allied	Allied BR555 Hammer	$ 9,276
17166	Paver	Kansas City	2019		Weiler Paver P385B	$ 242,699
17171	Loader Attachment	Kansas City	2019		Trimble Navigation Kit for Skid Steer Box Blade	$ 9,383
17171	Loader Attachment	Kansas City	2019		CAT Skid Steer Laser Box Blade	$ 23,914
17175	Paver	Kansas City	2014	CAT	2014 CAT AP1055E Paver	$ 175,140
17176	Loader Attachment	Kansas City	2020	Allied	Allied BR777 Hammer	$ 15,917
17177	Roller	Kansas City	2016	Hamm	Hamm 1.5 Ton Roller	$ 20,268
17178	Paver	Kansas City	2021	Weiler	Weiler Paver P385B	$ 212,965
17179	Roller	Kansas City	2020	CAT	CAT CC34B	$ 81,464
17184	Loader	Kansas City	2022	CAT	299D3	$ 99,950
17185	Loader	Kansas City	2022	CAT	259D3	$ 79,845
17186	Loader	Kansas City	2022	CAT	299D3	$ 99,950
17187	Asphalt Mill	Kansas City	2022	CAT	PM312-02	$ 501,879
17188	Paver Attachment	Kansas City	2022	CAT	Paver Extensions	$ 20,105
17189	Loader	Kansas City	2022	CAT	272D3	$ 84,748
17192	Loader	Kansas City	2023	CAT	259D3	$ 84,000
17193	Roller	Kansas City	2015	CAT	DB44B	$ 77,000
17194	Loader	Kansas City	2023	CAT	299D3	$ 103,803
17195	Loader Attachment	Kansas City	2023		PC306 Cold Planer Loader Attachment	$ 26,303
17197	Roller	Kansas City	2024		2024 CAT Compactor CC4.0-03	$ 95,753
17198	Loader	Kansas City	2024	CAT	299D3	$ 113,639
17199	Loader	Kansas City	2024	CAT	299D3	$ 113,639
17200	Sweeper	Kansas City	2024	BROCE	BW260 Sweeper	$ 33,988
17201	Loader Attachment	Kansas City	2024	CAT	Laser Grader Blade GB124	$ 31,207
17202	Excavator	Kansas City	2024	CAT	306CR	$ 107,366
17203	Loader	Kansas City	2024	CAT	299D3	$ 113,639
17204	Asphalt Paver	Kansas City	2024	Weiler	P385C	$ 301,110
17205	Loader	Kansas City	2024	CAT	272D3	$ 91,150
17206	Loader GPS	Kansas City	2024	Sitech	Trimble NAV R750-900	$ 63,526
17207	Loader Attachment	Kansas City	2024	CAT	B6SF Hammer	$ 10,693
17208	Concrete Dumper	Kansas City	2024	Wacker	Concrete Dumper DW30	$ 49,395
17209	Dozer	Kansas City	2020	CAT	Dozer	$ 158,414
17210	Excavator	Kansas City	2025	CAT	308-07CR	$ 160,000
17211	Loader Attachment	Kansas City	2024	CAT	PC306	$ 26,004
17212	Loader	Kansas City	2025	CAT	275-05	$ 117,214
17213	Loader Attachment	Kansas City	2025		Laser Grader Blade Attachment	$ 31,207
17214	Loader Attachment	Kansas City	2025	CAT	CAT Hammer HYD B6 Attachment	$ 10,285
17215	Loader	Kansas City	2025	CAT	255-05	$ 89,724
17216	Loader Attachment	Kansas City	2025	CAT	CAT 80" Grapple Bucket	$ 7,467
17217	Loader Attachment	Kansas City	2025	CAT	CAT SSLPlaner XHP 24 - 30"	$ 27,325
17218	Loader	Kansas City	2025	CAT	275-05XE	$ 127,622
17219	GPS Controller	Kansas City	2025		GPS Controller EC520	$ 32,452
17220	Loader Attachment	Kansas City	2025	CAT	Scaper Blade	$ 6,382
17221	Auger Attachment	Kansas City	2025	CAT	Auger Attachment HYD A26A68	$ 6,083
17222	Loader	Kansas City	2025	CAT	275-05XE	$ 127,622
17223	Loader	Kansas City	2025	CAT	275-05XE	$ 127,622
17224	Loader Attachment	Kansas City	2025	CAT	86" SKELTON BUCKET	$ 3,381
18120	Storage Tank	Kansas City	2021	Seal-Rite	2021 8K Gallon Seal-Rite Storage Tank	$ 23,146
Total Scheduled Limit						**$ 7,811,201**

OSHA REQUIREMENTS

ARTICLE 1 – DEFINED TERMS

1.01 Terms used in this form have the meanings indicated in the General Conditions and Supplementary Conditions. Additional terms used in these Instructions to Bidders have the meanings indicated below:

A. *RSMo* – Missouri Revised Statutes.

ARTICLE 2 – OSHA 10-HOUR REQUIREMENTS

2.01 Contractor and any subcontractor of Contractor shall require all on-site employees to complete the 10-hour training program required under RSMo Section 292.675 or such employees must hold documentation of prior completion of a certified program.

ARTICLE 3 – PENALTIES

3.01 The Contractor shall forfeit as a penalty to the City of Liberty, two thousand five hundred dollars ($2500) plus one hundred dollars ($100) for each employee employed by the Contractor or subcontractor, for each calendar day, or portion thereof, such employee is employed without the required training. The penalty shall not begin to accrue until the time period set forth in RSMo Section 292.675

3.02 The City of Liberty shall withhold and retain therefrom all sums and amounts due and owing as a result of any violation of RSMo Chapter 292 when making payments to the Contractor under the Contract. The Contractor may withhold from any subcontractor sufficient sums to cover any penalties the City of Liberty has withheld from the Contractor resulting from the subcontractor's failure to comply with the terms of RSMo Section 292.675. If the payment has been made to the subcontractor without withholding, the Contractor may recover the amount of the penalty resulting from the fault of the subcontractor in an action maintained in the Clay County, Missouri Circuit Court.

FEDERAL WORK AUTHORIZATION

STATE OF MISSOURI)
) ss
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 _____

CHRIS HANSON, who, being duly sworn, states on his oath or affirmation as follows:

1. My name is CHRIS HANSON and I am currently the President of McCONNELL & ASSOCIATES hereinafter "Contractor"), whose business address is 1225 IRON STREET, NKC, 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

CITY OF LIBERTY, MO.

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)

CHRIS HANSON
[printed name], Affiant

Subscribed and sworn to before me this 10 day of MARCH, 2026

Notary Public State of Missouri

My Commission Expires: 6/22/29

Commissioned in Clay County

Commission #: 17593578

M S MCCOY
Notary Public - Notary Seal
STATE OF MISSOURI
Clay County
My Commission Expires: Jun. 22, 2029
Commission # 17593578

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.

Company ID Number: 211908

THE E-VERIFY MEMORANDUM OF UNDERSTANDING FOR EMPLOYERS

ARTICLE I PURPOSE AND AUTHORITY

The parties to this agreement are the Department of Homeland Security (DHS) and McConnell and Associates Corp. (Employer). The purpose of this agreement is to set forth terms and conditions which the Employer will follow while participating in E-Verify.

E-Verify is a program that electronically confirms an employee's eligibility to work in the United States after completion of Form I-9, Employment Eligibility Verification (Form I-9). This Memorandum of Understanding (MOU) explains certain features of the E-Verify program and describes specific responsibilities of the Employer, the Social Security Administration (SSA), and DHS.

Authority for the E-Verify program is found in Title IV, Subtitle A, of the Illegal Immigration Reform and Immigrant Responsibility Act of 1996 (IIRIRA), Pub. L. 104-208, 110 Stat. 3009, as amended (8 U.S.C. § 1324a note). The Federal Acquisition Regulation (FAR) Subpart 22.18, "Employment Eligibility Verification" and Executive Order 12989, as amended, provide authority for Federal contractors and subcontractors (Federal contractor) to use E-Verify to verify the employment eligibility of certain employees working on Federal contracts.

ARTICLE II RESPONSIBILITIES

A. RESPONSIBILITIES OF THE EMPLOYER

1. The Employer agrees to display the following notices supplied by DHS in a prominent place that is clearly visible to prospective employees and all employees who are to be verified through the system:

   a. Notice of E-Verify Participation

   b. Notice of Right to Work

2. The Employer agrees to provide to the SSA and DHS the names, titles, addresses, and telephone numbers of the Employer representatives to be contacted about E-Verify. The Employer also agrees to keep such information current by providing updated information to SSA and DHS whenever the representatives' contact information changes.

3. The Employer agrees to grant E-Verify access only to current employees who need E-Verify access. Employers must promptly terminate an employee's E-Verify access if the employer is separated from the company or no longer needs access to E-Verify.

4. The Employer agrees to become familiar with and comply with the most recent version of the E-Verify User Manual.

5. The Employer agrees that any Employer Representative who will create E-Verify cases will complete the E-Verify Tutorial before that individual creates any cases.

a. The Employer agrees that all Employer representatives will take the refresher tutorials when prompted by E-Verify in order to continue using E-Verify. Failure to complete a refresher tutorial will prevent the Employer Representative from continued use of E-Verify.

6. The Employer agrees to comply with current Form I-9 procedures, with two exceptions:

a. If an employee presents a "List B" identity document, the Employer agrees to only accept "List B" documents that contain a photo. (List B documents identified in 8 C.F.R. § 274a.2(b)(1)(B)) can be presented during the Form I-9 process to establish identity.) If an employee objects to the photo requirement for religious reasons, the Employer should contact E-Verify at 888-464-4218.

b. If an employee presents a DHS Form I-551 (Permanent Resident Card), Form I-766 (Employment Authorization Document), or U.S. Passport or Passport Card to complete Form I-9, the Employer agrees to make a photocopy of the document and to retain the photocopy with the employee's Form I-9. The Employer will use the photocopy to verify the photo and to assist DHS with its review of photo mismatches that employees contest. DHS may in the future designate other documents that activate the photo screening tool.

Note: Subject only to the exceptions noted previously in this paragraph, employees still retain the right to present any List A, or List B and List C, document(s) to complete the Form I-9.

7. The Employer agrees to record the case verification number on the employee's Form I-9 or to print the screen containing the case verification number and attach it to the employee's Form I-9.

8. The Employer agrees that, although it participates in E-Verify, the Employer has a responsibility to complete, retain, and make available for inspection Forms I-9 that relate to its employees, or from other requirements of applicable regulations or laws, including the obligation to comply with the anti-discrimination requirements of section 274B of the INA with respect to Form I-9 procedures.

a. The following modified requirements are the only exceptions to an Employer's obligation to not employ unauthorized workers and comply with the anti-discrimination provision of the INA: (1) List B identity documents must have photos, as described in paragraph 6 above; (2) When an Employer confirms the identity and employment eligibility of newly hired employee using E-Verify procedures, the Employer establishes a rebuttable presumption that it has not violated section 274A(a)(1)(A) of the Immigration and Nationality Act (INA) with respect to the hiring of that employee; (3) If the Employer receives a final nonconfirmation for an employee, but continues to employ that person, the Employer must notify DHS and the Employer is subject to a civil money penalty between $550 and $1,100 for each failure to notify DHS of continued employment following a final nonconfirmation; (4) If the Employer continues to employ an employee after receiving a final nonconfirmation, then the Employer is subject to a rebuttable presumption that it has knowingly

employed an unauthorized alien in violation of section 274A(a)(1)(A); and (5) no E-Verify participant is civilly or criminally liable under any law for any action taken in good faith based on information provided through the E-Verify.

b. DHS reserves the right to conduct Form I-9 compliance inspections, as well as any other enforcement or compliance activity authorized by law, including site visits, to ensure proper use of E-Verify.

9. The Employer is strictly prohibited from creating an E-Verify case before the employee has been hired, meaning that a firm offer of employment was extended and accepted and Form I-9 was completed. The Employer agrees to create an E-Verify case for new employees within three Employer business days after each employee has been hired (after both Sections 1 and 2 of Form I-9 have been completed), and to complete as many steps of the E-Verify process as are necessary according to the E-Verify User Manual. If E-Verify is temporarily unavailable, the three-day time period will be extended until it is again operational in order to accommodate the Employer's attempting, in good faith, to make inquiries during the period of unavailability.

10. The Employer agrees not to use E-Verify for pre-employment screening of job applicants, in support of any unlawful employment practice, or for any other use that this MOU or the E-Verify User Manual does not authorize.

11. The Employer must use E-Verify for all new employees. The Employer will not verify selectively and will not verify employees hired before the effective date of this MOU. Employers who are Federal contractors may qualify for exceptions to this requirement as described in Article II.B of this MOU.

12. The Employer agrees to follow appropriate procedures (see Article III below) regarding tentative nonconfirmations. The Employer must promptly notify employees in private of the finding and provide them with the notice and letter containing information specific to the employee's E-Verify case. The Employer agrees to provide both the English and the translated notice and letter for employees with limited English proficiency to employees. The Employer agrees to provide written referral instructions to employees and instruct affected employees to bring the English copy of the letter to the SSA. The Employer must allow employees to contest the finding, and not take adverse action against employees if they choose to contest the finding, while their case is still pending. Further, when employees contest a tentative nonconfirmation based upon a photo mismatch, the Employer must take additional steps
(see Article III.B. below) to contact DHS with information necessary to resolve the challenge.

13. The Employer agrees not to take any adverse action against an employee based upon the employee's perceived employment eligibility status while SSA or DHS is processing the verification request unless the Employer obtains knowledge (as defined in 8 C.F.R. § 274a.1(l)) that the employee is not work authorized. The Employer understands that an initial inability of the SSA or DHS automated verification system to verify work authorization, a tentative nonconfirmation, a case in continuance
(indicating the need for additional time for the government to resolve a case), or the finding of a photo mismatch, does not establish, and should not be interpreted as, evidence that the employee is not work authorized. In any of such cases, the employee must be provided a full and fair opportunity to contest the finding, and if he or she does so, the employee may not be terminated or suffer any adverse employment consequences based upon the employee's perceived employment eligibility status

(including denying, reducing, or extending work hours, delaying or preventing training, requiring an employee to work in poorer conditions, withholding pay, refusing to assign the employee to a Federal contract or other assignment, or otherwise assuming that he or she is unauthorized to work) until and unless secondary verification by SSA or DHS has been completed and a final nonconfirmation has been issued. If the employee does not choose to contest a tentative nonconfirmation or a photo mismatch or if a secondary verification is completed and a final nonconfirmation is issued, then the Employer can find the employee is not work authorized and terminate the employee's employment. Employers or employees with questions about a final nonconfirmation may call E-Verify at 1-888-464-4218 (customer service) or 1-888-897-7781 (worker hotline).

14. The Employer agrees to comply with Title VII of the Civil Rights Act of 1964 and section 274B of the INA as applicable by not discriminating unlawfully against any individual in hiring, firing, employment eligibility verification, or recruitment or referral practices because of his or her national origin or citizenship status, or by committing discriminatory documentary practices. The Employer understands that such illegal practices can include selective verification or use of E-Verify except as provided in part D below, or discharging or refusing to hire employees because they appear or sound "foreign" or have received tentative nonconfirmations. The Employer further understands that any violation of the immigration-related unfair employment practices provisions in section 274B of the INA could subject the Employer to civil penalties, back pay awards, and other sanctions, and violations of Title VII could subject the Employer to back pay awards, compensatory and punitive damages. Violations of either section 274B of the INA or Title VII may also lead to the termination of its participation in E-Verify. If the Employer has any questions relating to the anti-discrimination provision, it should contact OSC at 1-800-255-8155 or 1-800-237-2515 (TDD).

15. The Employer agrees that it will use the information it receives from E-Verify only to confirm the employment eligibility of employees as authorized by this MOU. The Employer agrees that it will safeguard this information, and means of access to it (such as PINS and passwords), to ensure that it is not used for any other purpose and as necessary to protect its confidentiality, including ensuring that it is not disseminated to any person other than employees of the Employer who are authorized to perform the Employer's responsibilities under this MOU, except for such dissemination as may be authorized in advance by SSA or DHS for legitimate purposes.

16. The Employer agrees to notify DHS immediately in the event of a breach of personal information. Breaches are defined as loss of control or unauthorized access to E-Verify personal data. All suspected or confirmed breaches should be reported by calling 1-888-464-4218 or via email at E-Verify@uscis.dhs.gov. Please use "Privacy Incident – Password" in the subject line of your email when sending a breach report to E-Verify.

17. The Employer acknowledges that the information it receives from SSA is governed by the Privacy Act (5 U.S.C. § 552a(i)(1) and (3)) and the Social Security Act (42 U.S.C. 1306(a)). Any person who obtains this information under false pretenses or uses it for any purpose other than as provided for in this MOU may be subject to criminal penalties.

18. The Employer agrees to cooperate with DHS and SSA in their compliance monitoring and evaluation of E-Verify, which includes permitting DHS, SSA, their contractors and other agents, upon

reasonable notice, to review Forms I-9 and other employment records and to interview it and its employees regarding the Employer's use of E-Verify, and to respond in a prompt and accurate manner to DHS requests for information relating to their participation in E-Verify.

19. The Employer shall not make any false or unauthorized claims or references about its participation in E-Verify on its website, in advertising materials, or other media. The Employer shall not describe its services as federally-approved, federally-certified, or federally-recognized, or use language with a similar intent on its website or other materials provided to the public. Entering into this MOU does not mean that E-Verify endorses or authorizes your E-Verify services and any claim to that effect is false.

20. The Employer shall not state in its website or other public documents that any language used therein has been provided or approved by DHS, USCIS or the Verification Division, without first obtaining the prior written consent of DHS.

21. The Employer agrees that E-Verify trademarks and logos may be used only under license by DHS/USCIS (see M-795 (Web)) and, other than pursuant to the specific terms of such license, may not be used in any manner that might imply that the Employer's services, products, websites, or publications are sponsored by, endorsed by, licensed by, or affiliated with DHS, USCIS, or E-Verify.

22. The Employer understands that if it uses E-Verify procedures for any purpose other than as authorized by this MOU, the Employer may be subject to appropriate legal action and termination of its participation in E-Verify according to this MOU.

B. RESPONSIBILITIES OF FEDERAL CONTRACTORS

1. If the Employer is a Federal contractor with the FAR E-Verify clause subject to the employment verification terms in Subpart 22.18 of the FAR, it will become familiar with and comply with the most current version of the E-Verify User Manual for Federal Contractors as well as the E-Verify Supplemental Guide for Federal Contractors.

2. In addition to the responsibilities of every employer outlined in this MOU, the Employer understands that if it is a Federal contractor subject to the employment verification terms in Subpart 22.18 of the FAR it must verify the employment eligibility of any "employee assigned to the contract" (as defined in FAR 22.1801). Once an employee has been verified through E-Verify by the Employer, the Employer may not create a second case for the employee through E-Verify.

   a. An Employer that is not enrolled in E-Verify as a Federal contractor at the time of a contract award must enroll as a Federal contractor in the E-Verify program within 30 calendar days of contract award and, within 90 days of enrollment, begin to verify employment eligibility of new hires using E-Verify. The Employer must verify those employees who are working in the United States, whether or not they are assigned to the contract. Once the Employer begins verifying new hires, such verification of new hires must be initiated within three business days after the hire date. Once enrolled in E-Verify as a Federal contractor, the Employer must begin verification of employees assigned to the contract within 90 calendar days after the date of enrollment or within 30 days of an employee's assignment to the contract, whichever date is later.

b. Employers enrolled in E-Verify as a Federal contractor for 90 days or more at the time of a contract award must use E-Verify to begin verification of employment eligibility for new hires of the Employer who are working in the United States, whether or not assigned to the contract, within three business days after the date of hire. If the Employer is enrolled in E-Verify as a Federal contractor for 90 calendar days or less at the time of contract award, the Employer must, within 90 days of enrollment, begin to use E-Verify to initiate verification of new hires of the contractor who are working in the United States, whether or not assigned to the contract. Such verification of new hires must be initiated within three business days after the date of hire. An Employer enrolled as a Federal contractor in E-Verify must begin verification of each employee assigned to the contract within 90 calendar days after date of contract award or within 30 days after assignment to the contract, whichever is later.

c. Federal contractors that are institutions of higher education (as defined at 20 U.S.C. 1001(a)), state or local governments, governments of Federally recognized Indian tribes, or sureties performing under a takeover agreement entered into with a Federal agency under a performance bond may choose to only verify new and existing employees assigned to the Federal contract. Such Federal contractors may, however, elect to verify all new hires, and/or all existing employees hired after November 6, 1986. Employers in this category must begin verification of employees assigned to the contract within 90 calendar days after the date of enrollment or within 30 days of an employee's assignment to the contract, whichever date is later.

d. Upon enrollment, Employers who are Federal contractors may elect to verify employment eligibility of all existing employees working in the United States who were hired after November 6, 1986, instead of verifying only those employees assigned to a covered Federal contract. After enrollment, Employers must elect to verify existing staff following DHS procedures and begin

E-Verify verification of all existing employees within 180 days after the election.

e. The Employer may use a previously completed Form I-9 as the basis for creating an E-Verify case for an employee assigned to a contract as long as:

i. That Form I-9 is complete (including the SSN) and complies with Article II.A.6,

ii. The employee's work authorization has not expired, and

iii. The Employer has reviewed the Form I-9 information either in person or in communications with the employee to ensure that the employee's Section 1, Form I-9 attestation has not changed (including, but not limited to, a lawful permanent resident alien having become a naturalized U.S. citizen).

f. The Employer shall complete a new Form I-9 consistent with Article II.A.6 or update the previous Form I-9 to provide the necessary information if:

i. The Employer cannot determine that Form I-9 complies with Article II.A.6,

ii. The employee's basis for work authorization as attested in Section 1 has expired or changed, or

iii. The Form I-9 contains no SSN or is otherwise incomplete.

Note: If Section 1 of Form I-9 is otherwise valid and up-to-date and the form otherwise complies with

Article II.C.5, but reflects documentation (such as a U.S. passport or Form I-551) that expired after completing Form I-9, the Employer shall not require the production of additional documentation, or use the photo screening tool described in Article II.A.5, subject to any additional or superseding instructions that may be provided on this subject in the E-Verify User Manual.

g. The Employer agrees not to require a second verification using E-Verify of any assigned employee who has previously been verified as a newly hired employee under this MOU or to authorize verification of any existing employee by any Employer that is not a Federal contractor based on this Article.

3. The Employer understands that if it is a Federal contractor, its compliance with this MOU is a performance requirement under the terms of the Federal contract or subcontract, and the Employer consents to the release of information relating to compliance with its verification responsibilities under this MOU to contracting officers or other officials authorized to review the Employer's compliance with Federal contracting requirements.

C. RESPONSIBILITIES OF SSA

1. SSA agrees to allow DHS to compare data provided by the Employer against SSA's database. SSA sends DHS confirmation that the data sent either matches or does not match the information in SSA's database.

2. SSA agrees to safeguard the information the Employer provides through E-Verify procedures. SSA also agrees to limit access to such information, as is appropriate by law, to individuals responsible for the verification of Social Security numbers or responsible for evaluation of E-Verify or such other persons or entities who may be authorized by SSA as governed by the Privacy Act (5 U.S.C. § 552a), the Social Security Act (42 U.S.C. 1306(a)), and SSA regulations (20 CFR Part 401).

3. SSA agrees to provide case results from its database within three Federal Government work days of the initial inquiry. E-Verify provides the information to the Employer.

4. SSA agrees to update SSA records as necessary if the employee who contests the SSA tentative nonconfirmation visits an SSA field office and provides the required evidence. If the employee visits an SSA field office within the eight Federal Government work days from the date of referral to SSA, SSA agrees to update SSA records, if appropriate, within the eight-day period unless SSA determines that more than eight days may be necessary. In such cases, SSA will provide additional instructions to the employee. If the employee does not visit SSA in the time allowed, E-Verify may provide a final nonconfirmation to the employer.

Note: If an Employer experiences technical problems, or has a policy question, the employer should contact E-Verify at 1-888-464-4218.

D. RESPONSIBILITIES OF DHS

1. DHS agrees to provide the Employer with selected data from DHS databases to enable the Employer to conduct, to the extent authorized by this MOU:

a. Automated verification checks on alien employees by electronic means, and

b. Photo verification checks (when available) on employees.

2. DHS agrees to assist the Employer with operational problems associated with the Employer's participation in E-Verify. DHS agrees to provide the Employer names, titles, addresses, and telephone numbers of DHS representatives to be contacted during the E-Verify process.

3. DHS agrees to provide to the Employer with access to E-Verify training materials as well as an E-Verify User Manual that contain instructions on E-Verify policies, procedures, and requirements for both SSA and DHS, including restrictions on the use of E-Verify.

4. DHS agrees to train Employers on all important changes made to E-Verify through the use of mandatory refresher tutorials and updates to the E-Verify User Manual. Even without changes to E-Verify, DHS reserves the right to require employers to take mandatory refresher tutorials.

5. DHS agrees to provide to the Employer a notice, which indicates the Employer's participation in E-Verify. DHS also agrees to provide to the Employer anti-discrimination notices issued by the Office of Special Counsel for Immigration-Related Unfair Employment Practices (OSC), Civil Rights Division, U.S. Department of Justice.

6. DHS agrees to issue each of the Employer's E-Verify users a unique user identification number and password that permits them to log in to E-Verify.

7. DHS agrees to safeguard the information the Employer provides, and to limit access to such information to individuals responsible for the verification process, for evaluation of E-Verify, or to such other persons or entities as may be authorized by applicable law. Information will be used only to verify the accuracy of Social Security numbers and employment eligibility, to enforce the INA and Federal criminal laws, and to administer Federal contracting requirements.

8. DHS agrees to provide a means of automated verification that provides (in conjunction with SSA verification procedures) confirmation or tentative nonconfirmation of employees' employment eligibility within three Federal Government work days of the initial inquiry.

9. DHS agrees to provide a means of secondary verification (including updating DHS records) for employees who contest DHS tentative nonconfirmations and photo mismatch tentative nonconfirmations. This provides final confirmation or nonconfirmation of the employees' employment eligibility within 10 Federal Government work days of the date of referral to DHS, unless DHS determines that more than 10 days may be necessary. In such cases, DHS will provide additional verification instructions.

ARTICLE III
REFERRAL OF INDIVIDUALS TO SSA AND DHS

A. REFERRAL TO SSA

1. If the Employer receives a tentative nonconfirmation issued by SSA, the Employer must print the notice as directed by E-Verify. The Employer must promptly notify employees in private of the finding and provide them with the notice and letter containing information specific to the employee's E-Verify case.

The Employer also agrees to provide both the English and the translated notice and letter for employees with limited English proficiency to employees. The Employer agrees to provide written referral instructions to employees and instruct affected employees to bring the English copy of the letter to the SSA. The Employer must allow employees to contest the finding, and not take adverse action against employees if they choose to contest the finding, while their case is still pending.

2. The Employer agrees to obtain the employee's response about whether he or she will contest the tentative nonconfirmation as soon as possible after the Employer receives the tentative nonconfirmation. Only the employee may determine whether he or she will contest the tentative nonconfirmation.

3. After a tentative nonconfirmation, the Employer will refer employees to SSA field offices only as directed by E-Verify. The Employer must record the case verification number, review the employee information submitted to E-Verify to identify any errors, and find out whether the employee contests the tentative nonconfirmation. The Employer will transmit the Social Security number, or any other corrected employee information that SSA requests, to SSA for verification again if this review indicates a need to do so.

4. The Employer will instruct the employee to visit an SSA office within eight Federal Government work days. SSA will electronically transmit the result of the referral to the Employer within 10 Federal Government work days of the referral unless it determines that more than 10 days is necessary.

5. While waiting for case results, the Employer agrees to check the E-Verify system regularly for case updates.

6. The Employer agrees not to ask the employee to obtain a printout from the Social Security Administration number database (the Numident) or other written verification of the SSN from the SSA.

B. REFERRAL TO DHS

1. If the Employer receives a tentative nonconfirmation issued by DHS, the Employer must promptly notify employees in private of the finding and provide them with the notice and letter containing information specific to the employee's E-Verify case. The Employer also agrees to provide both the English and the translated notice and letter for employees with limited English proficiency to employees. The Employer must allow employees to contest the finding, and not take adverse action against employees if they choose to contest the finding, while their case is still pending.

2. The Employer agrees to obtain the employee's response about whether he or she will contest the tentative nonconfirmation as soon as possible after the Employer receives the tentative nonconfirmation. Only the employee may determine whether he or she will contest the tentative nonconfirmation.

3. The Employer agrees to refer individuals to DHS only when the employee chooses to contest a tentative nonconfirmation.

4. If the employee contests a tentative nonconfirmation issued by DHS, the Employer will instruct the

employee to contact DHS through its toll-free hotline (as found on the referral letter) within eight Federal Government work days.

5. If the Employer finds a photo mismatch, the Employer must provide the photo mismatch tentative nonconfirmation notice and follow the instructions outlined in paragraph 1 of this section for tentative nonconfirmations, generally.

6. The Employer agrees that if an employee contests a tentative nonconfirmation based upon a photo mismatch, the Employer will send a copy of the employee's Form I-551, Form I-766, U.S. Passport, or passport card to DHS for review by:

   a. Scanning and uploading the document, or

   b. Sending a photocopy of the document by express mail (furnished and paid for by the employer).

7. The Employer understands that if it cannot determine whether there is a photo match/mismatch, the Employer must forward the employee's documentation to DHS as described in the preceding paragraph. The Employer agrees to resolve the case as specified by the DHS representative who will determine the photo match or mismatch.

8. DHS will electronically transmit the result of the referral to the Employer within 10 Federal Government work days of the referral unless it determines that more than 10 days is necessary.

9. While waiting for case results, the Employer agrees to check the E-Verify system regularly for case updates.

ARTICLE IV
SERVICE PROVISIONS

A. NO SERVICE FEES

1. SSA and DHS will not charge the Employer for verification services performed under this MOU. The Employer is responsible for providing equipment needed to make inquiries. To access E-Verify, an Employer will need a personal computer with Internet access.

ARTICLE V
MODIFICATION AND TERMINATION

A. MODIFICATION

1. This MOU is effective upon the signature of all parties and shall continue in effect for as long as the SSA and DHS operates the E-Verify program unless modified in writing by the mutual consent of all parties.

2. Any and all E-Verify system enhancements by DHS or SSA, including but not limited to E-Verify checking against additional data sources and instituting new verification policies or procedures, will be covered under this MOU and will not cause the need for a supplemental MOU that outlines these changes.

B. TERMINATION

1. The Employer may terminate this MOU and its participation in E-Verify at any time upon 30 days prior written notice to the other parties.

2. Notwithstanding Article V, part A of this MOU, DHS may terminate this MOU, and thereby the Employer's participation in E-Verify, with or without notice at any time if deemed necessary because of the requirements of law or policy, or upon a determination by SSA or DHS that there has been a breach of system integrity or security by the Employer, or a failure on the part of the Employer to comply with established E-Verify procedures and/or legal requirements. The Employer understands that if it is a Federal contractor, termination of this MOU by any party for any reason may negatively affect the performance of its contractual responsibilities. Similarly, the Employer understands that if it is in a state where E-Verify is mandatory, termination of this by any party MOU may negatively affect the Employer's business.

3. An Employer that is a Federal contractor may terminate this MOU when the Federal contract that requires its participation in E-Verify is terminated or completed. In such cases, the Federal contractor must provide written notice to DHS. If an Employer that is a Federal contractor fails to provide such notice, then that Employer will remain an E-Verify participant, will remain bound by the terms of this MOU that apply to non-Federal contractor participants, and will be required to use the E-Verify procedures to verify the employment eligibility of all newly hired employees.

4. The Employer agrees that E-Verify is not liable for any losses, financial or otherwise, if the Employer is terminated from E-Verify.

ARTICLE VI
PARTIES

A. Some or all SSA and DHS responsibilities under this MOU may be performed by contractor(s), and SSA and DHS may adjust verification responsibilities between each other as necessary. By separate agreement with DHS, SSA has agreed to perform its responsibilities as described in this MOU.

B. Nothing in this MOU is intended, or should be construed, to create any right or benefit, substantive or procedural, enforceable at law by any third party against the United States, its agencies, officers, or employees, or against the Employer, its agents, officers, or employees.

C. The Employer may not assign, directly or indirectly, whether by operation of law, change of control or merger, all or any part of its rights or obligations under this MOU without the prior written consent of DHS, which consent shall not be unreasonably withheld or delayed. Any attempt to sublicense, assign, or transfer any of the rights, duties, or obligations herein is void.

D. Each party shall be solely responsible for defending any claim or action against it arising out of or related to E-Verify or this MOU, whether civil or criminal, and for any liability wherefrom, including (but not limited to) any dispute between the Employer and any other person or entity regarding the applicability of Section 403(d) of IIRIRA to any action taken or allegedly taken by the Employer.

E. The Employer understands that its participation in E-Verify is not confidential information and may be disclosed as authorized or required by law and DHS or SSA policy, including but not limited to, Congressional oversight, E-Verify publicity and media inquiries, determinations of compliance with Federal contractual requirements, and responses to inquiries under the Freedom of Information Act (FOIA).

F. The individuals whose signatures appear below represent that they are authorized to enter into this MOU on behalf of the Employer and DHS respectively. The Employer understands that any inaccurate statement, representation, data or other information provided to DHS may subject the Employer, its subcontractors, its employees, or its representatives to: (1) prosecution for false statements pursuant to 18 U.S.C. 1001 and/or; (2) immediate termination of its MOU and/or; (3) possible debarment or suspension.

G. The foregoing constitutes the full agreement on this subject between DHS and the Employer.

To be accepted as an E-Verify participant, you should only sign the Employer's Section of the signature page. If you have any questions, contact E-Verify at 1-888-464-4218.

Company ID Number: 211908

Approved by:

Employer	
McConnell and Associates Corp.	
Name (Please Type or Print) Doug L Morgan	**Title**
Signature Electronically Signed	**Date** 05/07/2009
Department of Homeland Security – Verification Division	
Name (Please Type or Print) USCIS Verification Division	**Title**
Signature Electronically Signed	**Date** 05/07/2009

Company ID Number: 211908

Information Required for the E-Verify Program **Information relating to your Company:**	
Company Name	McConnell and Associates Corp.
Company Facility Address	1225 Iron North Kansas City, MO 64116
Company Alternate Address	
County or Parish	CLAY
Employer Identification Number	431139077
North American Industry Classification Systems Code	238
Parent Company	McConnell & Associates Corp.
Number of Employees	100 to 499
Number of Sites Verified for	4 site(s)

Company ID Number: 211908

Are you verifying for more than 1 site? If yes, please provide the number of sites verified for in each State:

KS	1
MO	3

Company ID Number: 211908

Information relating to the Program Administrator(s) for your Company on policy questions or operational problems:

Name	Doug L Morgan
Phone Number	8168426066122
Fax	8168421638
Email	D.Morgan@McConnellAssociates.org

Company ID Number: 211908

This list represents the first 20 Program Administrators listed for this company.

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.

AGREEMENT
BETWEEN OWNER AND CONTRACTOR
FOR CONSTRUCTION CONTRACT (STIPULATED PRICE)

THIS AGREEMENT is by and between Mayor, City Council and the Citizens of the City of Liberty, Missouri, a Municipal Corporation ("Owner") and McConnell & Associates Corp. ("Contractor"). Owner and Contractor hereby agree as follows:

ARTICLE 1 – WORK

1.01 Contractor shall complete all Work as specified or indicated in the Contract Documents. The Work is generally described as follows:

A. ADA Curb Ramp – Removal and Replacement and New Installations

B. 4" Sidewalk - Removal and Replacement and New Installations

C. Straight Back Curb and Gutter – Removal and Replacement and New Installations

D. Roll Back Curb and Gutter – Removal and Replacement and New Installations

ARTICLE 2 – THE PROJECT

2.01 The Project, of which the Work under the Contract Documents is a part, is generally described as follows: **2026 CONCRETE FLATWORK REPLACEMENT – PROJECT NO. 26-005**

ARTICLE 3 – ENGINEER

3.01 The part of the Project that pertains to the Work has been designed by the City of Liberty, 101 E. Kansas Street, Liberty, MO 64068.

3.02 The Owner has retained The office of the City Engineer of the City of Liberty ("Engineer") to act as Owner's representative, assume all duties and responsibilities, and have the rights and authority assigned to Engineer in the Contract Documents in connection with the completion of the Work in accordance with the Contract Documents.

ARTICLE 4 – CONTRACT TIMES

4.01 *Time of the Essence*

A. All time limits for Milestones, if any, Substantial Completion, and completion and readiness for final payment as stated in the Contract Documents are of the essence of the Contract.

4.02 *Contract Times: Days*

A. Contractor shall complete the work in accordance with the contract documents between the dates of NTP and August 22, 2026. City shall be notified of the start date a minimum of two weeks prior to the start date of construction.

B. Earliest Construction Start Date…… Upon Issuance of Notice to Proceed

C. Latest Substantial Completion:……August 08, 2026

D. Latest Final Completion Date……August 22, 2026

E. Parts of the Work shall be substantially or final completed on or before the following Milestone(s):

1. Milestone 1 – **Priority (1)**. Replacements and restorations are **required to be completed by June 12, 2026.** The goal of this milestone is to have concrete replacement completed to allow for asphalt resurfacing of these streets in 2026 starting **June 15, 2026**.
2. Milestone 2 – **Priority (2)**. Replacements and restorations are **required to be completed by August 22, 2026.**
3. Milestone 3 – **Restoration of Yards**. Yards disrupted during construction must be restored within 14 calendar days of the disruption.
4. Milestone 4 – **Removal of Spoils.** Spoils are to be removed from the site on the same day.

4.03 *Liquidated Damages*

A. Contractor and Owner recognize that time is of the essence as stated in Paragraph 4.01 above and that Owner will suffer financial and other losses if the Work is not completed and Milestones not achieved within the times specified in Paragraph 4.02 above, plus any extensions thereof allowed in accordance with the Contract. The parties also recognize the delays, expense, and difficulties involved in proving in a legal or arbitration proceeding the actual loss suffered by Owner if the Work is not completed on time. Accordingly, instead of requiring any such proof, Owner and Contractor agree that as liquidated damages for delay (but not as a penalty):

1. Substantial Completion: Contractor shall pay Owner $500 for each day that expires after the time (as duly adjusted pursuant to the Contract) specified in Paragraph 4.02.A above for Substantial Completion until the Work is substantially complete.
2. Completion of Remaining Work: After Substantial Completion, if Contractor shall neglect, refuse, or fail to complete the remaining Work within the Contract Times (as duly adjusted pursuant to the Contract) for completion and readiness for final payment, Contractor shall pay Owner $500 for each day that expires after such time until the Work is completed and ready for final payment.
3. Liquidated damages for failing to timely attain Substantial Completion and final completion are not additive and will not be imposed concurrently.
4. Milestones 1-3: Contractor shall pay Owner $500 for each day that expires after the time (as duly adjusted pursuant to the Contract) specified above for achievement of each stated Milestone, until stated Milestone is achieved.
5. Milestone 4: Contractor shall pay Owner $250 for each day that expires after the time specified above for achievement of the stated Milestone, until stated Milestone is achieved.

4.04 *Coordination with Other Entities*

A. Paving Contractor

1. Contractor shall be required to coordinate with the City's Paving Contractor. City's Paving Contractor shall also be required to coordinate with Contractor.

ARTICLE 5 – CONTRACT PRICE

5.01 Owner shall pay Contractor for completion of the Work in accordance with the Contract Documents the amounts that follow, subject to adjustment under the Contract:

A. For all Work other than Unit Price Work, a lump sum of: $N/A.

All specific cash allowances are included in the above price in accordance with Paragraph 13.02 of the General Conditions.

B. For all Unit Price Work, an amount equal to the sum of the extended prices (established for each separately identified item of Unit Price Work by multiplying the unit price times the actual quantity of that item): **N/A**.

The extended prices for Unit Price Work set forth as of the Effective Date of the Contract are based on estimated quantities. As provided in Paragraph 13.03 of the General Conditions, estimated quantities are not guaranteed, and determinations of actual quantities and classifications are to be made by Engineer.

C. Total of Lump Sum Amount and Unit Price Work (subject to final Unit Price adjustment) **N/A.**

D. For all Work, at the prices stated in Contractor's Bid, attached hereto as an exhibit.

ARTICLE 6 – PAYMENT PROCEDURES

6.01 *Submittal and Processing of Payments*

A. Contractor shall submit Applications for Payment in accordance with Article 15 of the General Conditions. Applications for Payment will be processed by Engineer as provided in the General Conditions.

6.02 *Progress Payments; Retainage*

A. Owner shall make progress payments on account of the Contract Price on the basis of Contractor's Applications for Payment on or about the 1st day of each month during performance of the Work as provided in Paragraph 6.02.A.1 below, provided that such Applications for Payment have been submitted in a timely manner and otherwise meet the requirements of the Contract. All such payments will be measured by the Schedule of Values established as provided in the General Conditions (and in the case of Unit Price Work based on the number of units completed) or, in the event there is no Schedule of Values, as provided elsewhere in the Contract.

1. Prior to Substantial Completion, progress payments will be made in an amount equal to the percentage indicated below but, in each case, less the aggregate of payments previously made and less such amounts as Owner may withhold, including but not limited to liquidated damages, in accordance with the Contract

a. 95 percent of Work completed (with the balance being retainage). If the Work has been 50 percent completed as determined by Engineer, and if the character and progress of the Work have been satisfactory to Owner and Engineer, then as long as the character and progress of the Work remain satisfactory to Owner and Engineer, there will be no additional retainage; and

b. 95 percent of cost of materials and equipment not incorporated in the Work (with the balance being retainage).

B. Upon Substantial Completion, Owner shall pay an amount sufficient to increase total payments to Contractor to 95 percent of the Work completed, less such amounts set off by Owner pursuant to Paragraph 15.01.E of the General Conditions, and less 200 percent of Engineer's estimate of the value of Work to be completed or corrected as shown on the punch list of items to be completed or corrected prior to final payment.

6.03 *Final Payment*

A. Upon final completion and acceptance of the Work in accordance with Paragraph 15.06 of the General Conditions, Owner shall pay the remainder of the Contract Price as recommended by Engineer as provided in said Paragraph 15.06.

ARTICLE 7 – INTEREST

7.01 All amounts not paid when due shall bear interest at the rate of *0* percent per annum.

ARTICLE 8 – CONTRACTOR'S REPRESENTATIONS

8.01 In order to induce Owner to enter into this Contract, Contractor makes the following representations:

A. Contractor has examined and carefully studied the Contract Documents, and any data and reference items identified in the Contract Documents.

B. Contractor has visited the Site, conducted a thorough, alert visual examination of the Site and adjacent areas, and become familiar with and is satisfied as to the general, local, and Site conditions that may affect cost, progress, and performance of the Work.

C. Contractor is familiar with and is satisfied as to all Laws and Regulations that may affect cost, progress, and performance of the Work.

D. Contractor has carefully studied all, if any,: (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. Contractor has considered the information known to Contractor itself; information commonly known to contractors doing business in the locality of the Site; information and observations obtained from visits to the Site; the Contract Documents; and the Site-related reports and drawings identified in the Contract Documents, if any, 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 Contractor; and (3) Contractor's safety precautions and programs.

F. Based on the information and observations referred to in the preceding paragraph, Contractor agrees that no further examinations, investigations, explorations, tests, studies, or data are necessary for the performance of the Work at the Contract Price, within the Contract Times, and in accordance with the other terms and conditions of the Contract.

G. Contractor 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 Contract Documents.

H. Contractor has given Engineer written notice of all conflicts, errors, ambiguities, or discrepancies that Contractor has discovered in the Contract Documents, and the written resolution thereof by Engineer is acceptable to Contractor.

I. The Contract Documents are generally sufficient to indicate and convey understanding of all terms and conditions for performance and furnishing of the Work.

J. Contractor's entry into this Contract constitutes an incontrovertible representation by Contractor that without exception all prices in the Agreement are premised upon performing and furnishing the Work required by the Contract Documents.

K. Contractor currently possesses the in-house capability, or will have the in-house capability prior to the commencement of Work hereunder, to perform not less than thirty five percent (35%) of all Work required to be performed on the project by Contractor by and through employees in the direct employ of Contractor without any reliance upon or utilization of subcontractors by Contractor from the time of commencement of Work hereunder and at all such times thereafter, Contractor shall continue to maintain such in-house capability to perform the above-stated percentage of the Work without any reliance upon or utilization of subcontractors.

ARTICLE 9 – CONTRACT DOCUMENTS

9.01 *Contents*

A. The Contract Documents consist of the following:

1. Prevailing Wage (section C-470, inclusive).
2. MO Annual Wage Order No. 32 (section C-471, inclusive).
3. This Agreement (section C-520, inclusive).
4. Performance and Maintenance bond (section C-610, inclusive).
5. Payment bond (section C-615, inclusive).
6. General Conditions (section C-700, inclusive).
7. Supplementary Conditions (section C-800, inclusive).
8. Job Special Conditions (section C-810, inclusive).
9. Specifications as listed in the table of contents of the Project Manual.
10. Addenda (numbers __, inclusive).
11. Exhibits to this Agreement (enumerated as follows):
    a. Exhibit A – Debarment and Suspension Form
    b. Exhibit B – ADA Checklist
    c. Exhibit C – Anti Discrimination Against Israel Certification
    d. Exhibit D – Project Locations
12. The following which may be delivered or issued on or after the Effective Date of the Contract and are not attached hereto:
    a. Notice to Proceed.
    b. Work Change Directives.

c. Change Orders.

d. Field Orders.

B. The documents listed in Paragraph 9.01.A are attached to this Agreement (except as expressly noted otherwise above).

C. There are no Contract Documents other than those listed above in this Article 9.

D. The Contract Documents may only be amended, modified, or supplemented as provided in the General Conditions.

ARTICLE 10 – MISCELLANEOUS

10.01 *Terms*

A. Terms used in this Agreement will have the meanings stated in the General Conditions and the Supplementary Conditions.

10.02 *Assignment of Contract*

A. Unless expressly agreed to elsewhere in the Contract, no assignment by a party hereto of any rights under or interests in the Contract will be binding on another party hereto without the written consent of the party sought to be bound; and, specifically but without limitation, money that may become due and money that is due may not be assigned without such consent (except to the extent that the effect of this restriction may be limited by law), and unless specifically stated to the contrary in any written consent to an assignment, no assignment will release or discharge the assignor from any duty or responsibility under the Contract Documents.

10.03 *Successors and Assigns*

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

10.04 *Severability*

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

10.05 *Contractor's Certifications*

A. Contractor certifies that it has not engaged in corrupt, fraudulent, collusive, or coercive practices in competing for or in executing the Contract. For the purposes of this Paragraph 10.05:

1. "corrupt practice" means the offering, giving, receiving, or soliciting of anything of value likely to influence the action of a public official in the bidding process or in the Contract execution;

2. "fraudulent practice" means an intentional misrepresentation of facts made (a) to influence the bidding process or the execution of the Contract to the detriment of Owner, (b) to establish Bid or Contract 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 execution of the Contract.

10.06 *General Conditions*

A. Owner stipulates that the General Conditions that are made a part of this Contract are based on EJCDC® C-700, Standard General Conditions for the Construction Contract, published by the Engineers Joint Contract Documents Committee®, and if Owner is the party that has furnished said General Conditions, then Owner has plainly shown all modifications to the standard wording of such published document to the Contractor, through a process such as highlighting or “track changes” (redline/strikeout), or in the Supplementary Conditions.

10.07 *Indemnification*

A. The Contractor hereby expressly binds himself, herself, or itself to indemnify and save harmless the City and its officers and employees for any and all expenses, including reasonable attorney's fees, and against all damages, losses, claims, suites or actions of every kind and nature asserted, brought or which may be brought, asserted, incurred or sustained by any person, firm, or corporation, or persons, firms or corporations, in connection with or on account of the Contractor's work or in consequence of any negligence in connection with same, or on account of any poor workmanship, or on account of any act of commission or omission of the Contractor or his, her, its, or their subcontractors, agents or employees, or in connection with or on account of any other cause arising during the course of and related to construction, irrespective of the responsibility of third parties therefore.

B. The Contractor shall further indemnify the City of Liberty for any and all expenses, including reasonable attorney's fees, incurred in the City's pursuing any remedial action required to correct deficiencies in the work on account of poor workmanship, the negligence or any act of omission of the Contractor or his, her, its, or their subcontracts, agents or employees.

C. The City may retain from any payment due or to become due the Contractor such sums as are deemed necessary to protect its interests until all such claims or suits have been settled or disposed of and suitable evidence to that effect furnished to the City.

IN WITNESS WHEREOF, Owner and Contractor have signed this Agreement.

This Agreement will be effective on _____ (which is the Effective Date of the Contract).

OWNER: **City of Liberty, Missouri**	CONTRACTOR:
_____	McConnell + Associates
By: _____	By: [signature]
Title: _____	Title: Project Manager
	(If Contractor is a corporation, a partnership, or a joint venture, attach evidence of authority to sign.)
Attest: _____	Attest: William Bell
Title: _____	Title: Project Manager
Address for giving notices:	Address for giving notices:
_____	1225 Iron Street
_____	Nicc, MO 64116
_____	_____
	License No.: 08-23-0068 *(where applicable)*

(If Owner is a corporation, attach evidence of authority to sign. If Owner is a public body, attach evidence of authority to sign and resolution or other documents authorizing execution of this Agreement.)

CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY): 3/27/2025

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 G.M. Peters Agency PO BOX 1430 Liberty MO 64069-1430	**CONTACT NAME:** Trevor J Baldwin **PHONE (A/C, No, Ext):** 816-781-4922 **FAX (A/C, No):** 816-781-8050 **E-MAIL ADDRESS:** trevorb@gmpeters.com
INSURED MCCO&AS-02 McConnell & Associates Corp. McConnells of St. Louis, Inc. 1225 Iron Street North Kansas City MO 64116-4008	**INSURER(S) AFFORDING COVERAGE** / **NAIC #** **INSURER A :** Hartford Fire Insurance Company — 19682 **INSURER B :** GuideOne National Insurance Company — 14167 **INSURER C :** Westchester Fire Insurance Company — 10030 **INSURER D :** The Charter Oak Fire Insurance Company — 25615 **INSURER E :** Summit Specialty Insurance Company — 16889 **INSURER F :**

COVERAGES **CERTIFICATE NUMBER:** 312679274 **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 [X] LOC [ ] OTHER:	Y	Y	37UENOE0043	4/1/2025	4/1/2026	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 $ 300,000 $ 10,000 $ 2,000,000 $ 4,000,000 $ 4,000,000 $
A	**AUTOMOBILE LIABILITY** X ANY AUTO [ ] OWNED AUTOS ONLY [ ] SCHEDULED AUTOS [ ] HIRED AUTOS ONLY [ ] NON-OWNED AUTOS ONLY	Y	Y	37UENOE0044	4/1/2025	4/1/2026	COMBINED SINGLE LIMIT (Ea accident) BODILY INJURY (Per person) BODILY INJURY (Per accident) PROPERTY DAMAGE (Per accident) COMP/COLL DEDUCTIBLE	$ 2,000,000 $ $ $ $ 1,000
B E	X **UMBRELLA LIAB** X OCCUR **EXCESS LIAB** [ ] CLAIMS-MADE [ ] DED X RETENTION $ 0	Y	Y	560001904-05 SXSL001000033400	4/1/2025 4/1/2025	4/1/2026 4/1/2026	EACH OCCURRENCE AGGREGATE 	$ 5,000,000 $ 5,000,000 $
A	**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	Y	37WEOE0042	4/1/2025	4/1/2026	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
C D	PROFESSIONAL/POLLUTION CONTRACTORS EQUIPMENT DEDUCTIBLE: $2,500			G7257204A 002 6305W253487	4/1/2025 4/1/2025	4/1/2028 4/1/2026	OCCURRENCE/AGGREGATE LEASED/RENTED LIMIT INSTALLATION FLOATER	2,000,000 1,000,000 500,000

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)

CERTIFICATE HOLDER

City of Liberty, Missouri
101 East Kansas Street
Liberty MO 64068

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

© 1988-2015 ACORD CORPORATION. All rights reserved.

MAC
McConnell & Associates
1225 Iron • North Kansas City, MO 64116 • 816-842-6066 • Fax 816-842-1638 • www.McConnellAssociates.org
St. Louis: 314-962-1920 • Pevely: 636-475-7733 • Wichita: 316-264-1100

To Whom It May Concern:

I, Chris Hanson, as CFO and an Officer of McConnell & Associates, hereby authorize Mr. Taylor Brooks to sign any and all contracts, on my behalf.

Authorized Person:

Taylor Brooks

Project Manager

t.brooks@mcconnellassociates.org

816-730-5374

Sincerely,

Chris Hanson

CFO/Officer

c.hanson@mcconnellassociates.org

816-842-6066

GM PETERS INSURANCE
SINCE 1915

March 4, 2026

City of Liberty, Missouri
101 East Kansas Street
Liberty, MO 64068

Re: McConnell & Associates Corp
Bond No: S059321
Project: **2026 Concrete Flatwork Replacement | Project No. 26-005**

To Whom It May Concern:

Please use this letter as your authority to date the Bonds and Power of Attorney the same date as the contract. Upon signing the contract, please advise us of the contract date, or forward us a copy of the dated and signed contract.

Thank you for your assistance and please call if you have any questions.

Sincerely,

Mindy Rippy
Attorney-in-fact

emc INSURANCE

P.O. Box 712 • Des Moines, Iowa 50306-0712

POWER OF ATTORNEY APPOINTING INDIVIDUAL ATTORNEY-IN-FACT

KNOW ALL MEN BY THESE PRESENTS, that:

1. Employers Mutual Casualty Company, an Iowa Corporation
2. EMCASCO Insurance Company, an Iowa Corporation
3. Union Insurance Company of Providence, an Iowa Corporation
4. Illinois EMCASCO Insurance Company, an Iowa Corporation
5. Dakota Fire Insurance Company, a North Dakota Corporation
6. EMC Property & Casualty Company, an Iowa Corporation

hereinafter referred to severally as "Company" and collectively as "Companies", each does, by these presents, make, constitute and appoint:

Mindy Rippy

its true and lawful attorney-in-fact, with full power and authority conferred to sign, seal, and execute the following Surety Bond(s):

Surety Bond Number	Principal:	Obligee:
S059321	McConnell & Associates Corporation	City of Liberty, Missouri 101 East Kansas Street Liberty, MO 64068

and to bind each Company thereby as fully and to the same extent as if such instruments were signed by the duly authorized officers of each such Company, and all of the acts of said attorney pursuant to the authority hereby given are hereby ratified and confirmed.

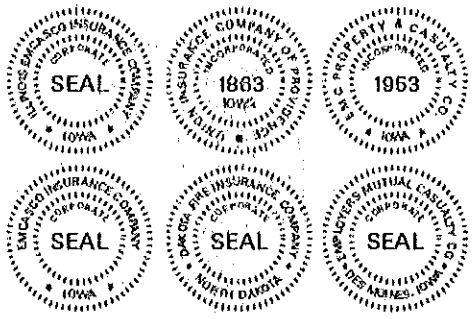
AUTHORITY FOR POWER OF ATTORNEY

This Power-of-Attorney is made and executed pursuant to and by the authority of the following resolution of the Boards of Directors of each of the Companies at the first regularly scheduled meeting of each company duly called and held in 1999:

RESOLVED: The President and Chief Executive Officer, any Vice President, the Treasurer and the Secretary of Employers Mutual Casualty Company shall have power and authority to (1) appoint attorneys-in-fact and authorize them to execute on behalf of each Company and attach the seal of the Company thereto, bonds and undertakings, recognizances, contracts of indemnity and other writings obligatory in the nature thereof; and (2) to remove any such attorney-in-fact at any time and revoke the power and authority given to him or her. Attorneys-in-fact shall have power and authority, subject to the terms and limitations of the power-of-attorney issued to them, to execute and deliver on behalf of the Company, and to attach the seal of the Company thereto, bonds and undertakings, recognizances, contracts of indemnity and other writings obligatory in the nature thereof, and any such instrument executed by any such attorney-in-fact shall be fully and in all respects binding upon the Company. Certification as to the validity of any power-of-attorney authorized herein made by an officer of Employers Mutual Casualty Company shall be fully and in all respects binding upon this Company. The facsimile or mechanically reproduced signature of such officer, whether made heretofore or hereafter, wherever appearing upon a certified copy of any power-of-attorney of the Company, shall be valid and binding upon the Company with the same force and effect as though manually affixed.

IN WITNESS THEREOF, the Companies have caused these presents to be signed for each by their officers as shown, and the Corporate seals to be hereto affixed this 17th day of September, 2025.

Seals



Scott R. Jean, President & CEO of Company 1; Chairman, President & CEO of Companies 2, 3, 4, 5 & 6

Todd Strother, Executive Vice President Chief Legal Officer & Secretary of Companies 1, 2, 3, 4, 5 & 6

On this 17th day of September, 2025 before me a Notary Public in and for the State of Iowa, personally appeared Scott R. Jean and Todd Strother, who, being by me duly sworn, did say that they are, and are known to me to be the CEO, Chairman, President, Executive Vice President, Chief Legal Officer and/or Secretary, respectively, of each of the Companies above; that the seals affixed to this instrument are the seals of said corporations; that said instrument was signed and sealed on behalf of each of the Companies by authority of their respective Boards of Directors; and that the said Scott R. Jean and Todd Strother, as such officers, acknowledged the execution of said instrument to be their voluntary act and deed, and the voluntary act and deed of each of the Companies.

My Commission Expires August 13, 2028.

AMY DANIEL
Commission Number 866839
My Commission Expires
August 13, 2028

Notary Public in and for the State of Iowa

CERTIFICATE

I, Ryan J. Springer, Vice President of the Companies, do hereby certify that the foregoing resolution of the Boards of Directors by each of the Companies, and this Power of Attorney issued pursuant thereto on 17th day of September, 2025 are true and correct and are still in full force and effect.

In Testimony Whereof I have subscribed my name and affixed the facsimile seal of each Company this _____ day of _____, _____.

Vice President

PERFORMANCE AND MAINTENANCE BOND

CONTRACTOR *(name and address)*:

McConnell & Associates Corp.
1225 Iron Street
North Kansas City, MO 64116

SURETY *(name and address of principal place of business)*:

Employers Mutual Casualty Company
PO Box 712
Des Moines, IA 50306

OWNER *(name and address)*:
City of Liberty, Missouri
101 East Kansas Street
Liberty, MO 64068

CONSTRUCTION CONTRACT

Effective Date of the Agreement:
Amount: Three Hundred Eighty-Eight Thousand Eight Hundred Fifty-One and 00/100 ($388,851.00)
Description *(name and location)*: 2026 Concrete Flatwork Replacement | Project No. 26-005

BOND

Bond Number: S059321
Date *(not earlier than the Effective Date of the Agreement of the Construction Contract)*:
Amount: Three Hundred Eighty-Eight Thousand Eight Hundred Fifty-One and 00/100 ($388,851.00)
Modifications to this Bond Form: [X] 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

McConnell & Associates Corp. *(seal)*
Contractor's Name and Corporate Seal

By: _____
Signature

TAYLOR BROOKS
Print Name

PROJECT MANAGER
Title

Attest: _____
Signature

Witness
Title

SURETY

Employers Mutual Casualty Company *(seal)*
Surety's Name and Corporate Seal

By: _____
Signature *(attach power of attorney)*

Mindy Rippy
Print Name

Attorney-in-Fact
Title

Attest: _____
Signature

Nicollette Hartley, Witness
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:

emc INSURANCE

P.O. Box 712 • Des Moines, Iowa 50306-0712

POWER OF ATTORNEY APPOINTING INDIVIDUAL ATTORNEY-IN-FACT

KNOW ALL MEN BY THESE PRESENTS, that:

1. Employers Mutual Casualty Company, an Iowa Corporation
2. EMCASCO Insurance Company, an Iowa Corporation
3. Union Insurance Company of Providence, an Iowa Corporation
4. Illinois EMCASCO Insurance Company, an Iowa Corporation
5. Dakota Fire Insurance Company, a North Dakota Corporation
6. EMC Property & Casualty Company, an Iowa Corporation

hereinafter referred to severally as "Company" and collectively as "Companies", each does, by these presents, make, constitute and appoint:

Mindy Rippy

its true and lawful attorney-in-fact, with full power and authority conferred to sign, seal, and execute the following Surety Bond(s):

Surety Bond Number	Principal:	Obligee:
S059321	McConnell & Associates Corporation	City of Liberty, Missouri 101 East Kansas Street Liberty, MO 64068

and to bind each Company thereby as fully and to the same extent as if such instruments were signed by the duly authorized officers of each such Company, and all of the acts of said attorney pursuant to the authority hereby given are hereby ratified and confirmed.

AUTHORITY FOR POWER OF ATTORNEY

This Power-of-Attorney is made and executed pursuant to and by the authority of the following resolution of the Boards of Directors of each of the Companies at the first regularly scheduled meeting of each company duly called and held in 1999:

RESOLVED: The President and Chief Executive Officer, any Vice President, the Treasurer and the Secretary of Employers Mutual Casualty Company shall have power and authority to (1) appoint attorneys-in-fact and authorize them to execute on behalf of each Company and attach the seal of the Company thereto, bonds and undertakings, recognizances, contracts of indemnity and other writings obligatory in the nature thereof; and (2) to remove any such attorney-in-fact at any time and revoke the power and authority given to him or her. Attorneys-in-fact shall have power and authority, subject to the terms and limitations of the power-of-attorney issued to them, to execute and deliver on behalf of the Company, and to attach the seal of the Company thereto, bonds and undertakings, recognizances, contracts of indemnity and other writings obligatory in the nature thereof, and any such instrument executed by any such attorney-in-fact shall be fully and in all respects binding upon the Company. Certification as to the validity of any power-of-attorney authorized herein made by an officer of Employers Mutual Casualty Company shall be fully and in all respects binding upon this Company. The facsimile or mechanically reproduced signature of such officer, whether made heretofore or hereafter, wherever appearing upon a certified copy of any power-of-attorney of the Company, shall be valid and binding upon the Company with the same force and effect as though manually affixed.

IN WITNESS THEREOF, the Companies have caused these presents to be signed for each by their officers as shown, and the Corporate seals to be hereto affixed this 17th day of September, 2025.

Seals

SEAL — EMCASCO INSURANCE COMPANY — IOWA
1863 — UNION INSURANCE COMPANY OF PROVIDENCE — IOWA
1953 — EMC PROPERTY & CASUALTY CO. — IOWA
SEAL — EMCASCO INSURANCE COMPANY — IOWA
SEAL — DAKOTA FIRE INSURANCE COMPANY — NORTH DAKOTA
SEAL — EMPLOYERS MUTUAL CASUALTY CO. — DES MOINES, IOWA

AMY DANIEL
Commission Number 866839
My Commission Expires
August 13, 2028

Scott R. Jean, President & CEO of Company 1; Chairman, President & CEO of Companies 2, 3, 4, 5 & 6

Todd Strother, Executive Vice President Chief Legal Officer & Secretary of Companies 1, 2, 3, 4, 5 & 6

On this 17th day of September, 2025 before me a Notary Public in and for the State of Iowa, personally appeared Scott R. Jean and Todd Strother, who, being by me duly sworn, did say that they are, and are known to me to be the CEO, Chairman, President, Executive Vice President, Chief Legal Officer and/or Secretary, respectively, of each of the Companies above; that the seals affixed to this instrument are the seals of said corporations; that said instrument was signed and sealed on behalf of each of the Companies by authority of their respective Boards of Directors; and that the said Scott R. Jean and Todd Strother, as such officers, acknowledged the execution of said instrument to be their voluntary act and deed, and the voluntary act and deed of each of the Companies.

My Commission Expires August 13, 2028.

Notary Public in and for the State of Iowa

CERTIFICATE

I, Ryan J. Springer, Vice President of the Companies, do hereby certify that the foregoing resolution of the Boards of Directors by each of the Companies, and this Power of Attorney issued pursuant thereto on 17th day of September, 2025 are true and correct and are still in full force and effect.
In Testimony Whereof I have subscribed my name and affixed the facsimile seal of each Company this _____ day of _____, _____.

Vice President

PAYMENT BOND

CONTRACTOR *(name and address)*:

McConnell & Associates Corp.
1225 Iron Street
North Kansas City, MO 64116

SURETY *(name and address of principal place of business)*:

Employers Mutual Casualty Company
PO Box 712
Des Moines, IA 50306

OWNER *(name and address)*: City of Liberty, Missouri
101 East Kansas Street
Liberty, MO 64068

CONSTRUCTION CONTRACT

Effective Date of the Agreement:
Amount: Three Hundred Eighty-Eight Thousand Eight Hundred Fifty-One and 00/100 ($388,851.00)
Description *(name and location)*: 2026 Concrete Flatwork Replacement | Project No. 26-005

BOND

Bond Number: S059321
Date *(not earlier than the Effective Date of the Agreement of the Construction Contract)*:
Amount: Three Hundred Eighty-Eight Thousand Eight Hundred Fifty-One and 00/100 ($388,851.00)
Modifications to this Bond Form: [X] 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

McConnell & Associates Corp. *(seal)*
Contractor's Name and Corporate Seal

By: _____
Signature

Taylor Brooks
Print Name

PM
Title

Attest: _____
Signature

Witness
Title

SURETY

Employers Mutual Casualty Company *(seal)*
Surety's Name and Corporate Seal

By: Mindy Rippy
Signature *(attach power of attorney)*

Mindy Rippy
Print Name

Attorney-in-Fact
Title

Attest: Nicollette Hartley
Signature

Nicollette Hartley, Witness
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:

emc INSURANCE

P.O. Box 712 • Des Moines, Iowa 50306-0712

POWER OF ATTORNEY APPOINTING INDIVIDUAL ATTORNEY-IN-FACT

KNOW ALL MEN BY THESE PRESENTS, that:

1. Employers Mutual Casualty Company, an Iowa Corporation
2. EMCASCO Insurance Company, an Iowa Corporation
3. Union Insurance Company of Providence, an Iowa Corporation
4. Illinois EMCASCO Insurance Company, an Iowa Corporation
5. Dakota Fire Insurance Company, a North Dakota Corporation
6. EMC Property & Casualty Company, an Iowa Corporation

hereinafter referred to severally as "Company" and collectively as "Companies", each does, by these presents, make, constitute and appoint:

Mindy Rippy

its true and lawful attorney-in-fact, with full power and authority conferred to sign, seal, and execute the following Surety Bond(s):

Surety Bond Number	Principal:	Obligee:
S059321	McConnell & Associates Corporation	City of Liberty, Missouri 101 East Kansas Street Liberty, MO 64068

and to bind each Company thereby as fully and to the same extent as if such instruments were signed by the duly authorized officers of each such Company, and all of the acts of said attorney pursuant to the authority hereby given are hereby ratified and confirmed.

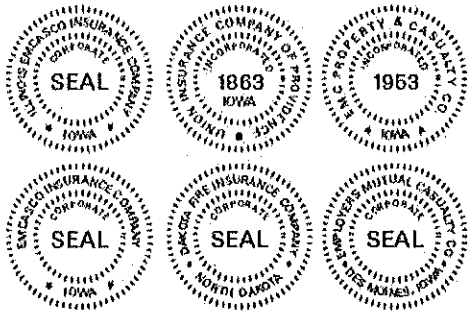
AUTHORITY FOR POWER OF ATTORNEY

This Power-of-Attorney is made and executed pursuant to and by the authority of the following resolution of the Boards of Directors of each of the Companies at the first regularly scheduled meeting of each company duly called and held in 1999:

RESOLVED: The President and Chief Executive Officer, any Vice President, the Treasurer and the Secretary of Employers Mutual Casualty Company shall have power and authority to (1) appoint attorneys-in-fact and authorize them to execute on behalf of each Company and attach the seal of the Company thereto, bonds and undertakings, recognizances, contracts of indemnity and other writings obligatory in the nature thereof; and (2) to remove any such attorney-in-fact at any time and revoke the power and authority given to him or her. Attorneys-in-fact shall have power and authority, subject to the terms and limitations of the power-of-attorney issued to them, to execute and deliver on behalf of the Company, and to attach the seal of the Company thereto, bonds and undertakings, recognizances, contracts of indemnity and other writings obligatory in the nature thereof, and any such instrument executed by any such attorney-in-fact shall be fully and in all respects binding upon the Company. Certification as to the validity of any power-of-attorney authorized herein made by an officer of Employers Mutual Casualty Company shall be fully and in all respects binding upon this Company. The facsimile or mechanically reproduced signature of such officer, whether made heretofore or hereafter, wherever appearing upon a certified copy of any power-of-attorney of the Company, shall be valid and binding upon the Company with the same force and effect as though manually affixed.

IN WITNESS THEREOF, the Companies have caused these presents to be signed for each by their officers as shown, and the Corporate seals to be hereto affixed this 17th day of September, 2025.

Seals



AMY DANIEL
Commission Number 866839
My Commission Expires
August 13, 2028

Scott R. Jean, President & CEO
of Company 1; Chairman, President
& CEO of Companies 2, 3, 4, 5 & 6

Todd Strother, Executive Vice President
Chief Legal Officer & Secretary of
Companies 1, 2, 3, 4, 5 & 6

On this 17th day of September, 2025 before me a Notary Public in and for the State of Iowa, personally appeared Scott R. Jean and Todd Strother, who, being by me duly sworn, did say that they are, and are known to me to be the CEO, Chairman, President, Executive Vice President, Chief Legal Officer and/or Secretary, respectively, of each of the Companies above; that the seals affixed to this instrument are the seals of said corporations; that said instrument was signed and sealed on behalf of each of the Companies by authority of their respective Boards of Directors; and that the said Scott R. Jean and Todd Strother, as such officers, acknowledged the execution of said instrument to be their voluntary act and deed, and the voluntary act and deed of each of the Companies.

My Commission Expires August 13, 2028.

Notary Public in and for the State of Iowa

CERTIFICATE

I, Ryan J. Springer, Vice President of the Companies, do hereby certify that the foregoing resolution of the Boards of Directors by each of the Companies, and this Power of Attorney issued pursuant thereto on 17th day of September, 2025 are true and correct and are still in full force and effect.

In Testimony Whereof I have subscribed my name and affixed the facsimile seal of each Company this _____ day of _____, _____.

Vice President

STANDARD GENERAL CONDITIONS OF THE CONSTRUCTION CONTRACT

TABLE OF CONTENTS

Page

ARTICLE 1 – Definitions and Terminology 6

1.01 Defined Terms 6

1.02 Terminology 10

ARTICLE 2 – Preliminary Matters 11

2.01 Delivery of Bonds and Evidence of Insurance 11

2.02 Copies of Documents 11

2.03 Before Starting Construction 11

2.04 Preconstruction Conference; Designation of Authorized Representatives 12

2.05 Initial Acceptance of Schedules 12

2.06 Electronic Transmittals 12

ARTICLE 3 – Documents: Intent, Requirements, Reuse 13

3.01 Intent 13

3.02 Reference Standards 13

3.03 Reporting and Resolving Discrepancies 14

3.04 Requirements of the Contract Documents 14

3.05 Reuse of Documents 15

ARTICLE 4 – Commencement and Progress of the Work 15

4.01 Commencement of Contract Times; Notice to Proceed 15

4.02 Starting the Work 15

4.03 Reference Points 15

4.04 Progress Schedule 16

4.05 Delays in Contractor's Progress 16

ARTICLE 5 – Availability of Lands; Subsurface and Physical Conditions; Hazardous Environmental Conditions 17

5.01 Availability of Lands 17

5.02 Use of Site and Other Areas 17

5.03 Subsurface and Physical Conditions 18

5.04 Differing Subsurface or Physical Conditions 19

5.05 Underground Facilities 20

5.06 Hazardous Environmental Conditions at Site 22
ARTICLE 6 – Bonds and Insurance 24
6.01 Performance, Payment, and Other Bonds 24
6.02 Insurance—General Provisions 24
6.03 Contractor's Insurance 26
6.04 Owner's Liability Insurance 28
6.05 Property Insurance 28
6.06 Waiver of Rights 30
6.07 Receipt and Application of Property Insurance Proceeds 31
ARTICLE 7 – Contractor's Responsibilities 31
7.01 Supervision and Superintendence 31
7.02 Labor; Working Hours 31
7.03 Services, Materials, and Equipment 32
7.04 "Or Equals" 32
7.05 Substitutes 33
7.06 Concerning Subcontractors, Suppliers, and Others 35
7.07 Patent Fees and Royalties 36
7.08 Permits 37
7.09 Taxes 37
7.10 Laws and Regulations 37
7.11 Record Documents 38
7.12 Safety and Protection 38
7.13 Safety Representative 39
7.14 Hazard Communication Programs 39
7.15 Emergencies 39
7.16 Shop Drawings, Samples, and Other Submittals 39
7.17 Contractor's General Warranty and Guarantee 41
7.18 Indemnification 42
7.19 Delegation of Professional Design Services 43
ARTICLE 8 – Other Work at the Site 43
8.01 Other Work 43
8.02 Coordination 44
8.03 Legal Relationships 44
ARTICLE 9 – Owner's Responsibilities 45

9.01 Communications to Contractor 45
9.02 Replacement of Engineer 46
9.03 Furnish Data 46
9.04 Pay When Due 46
9.05 Lands and Easements; Reports, Tests, and Drawings 46
9.06 Insurance 46
9.07 Change Orders 46
9.08 Inspections, Tests, and Approvals 46
9.09 Limitations on Owner's Responsibilities 46
9.10 Undisclosed Hazardous Environmental Condition 46
9.11 Evidence of Financial Arrangements 46
9.12 Safety Programs 47
ARTICLE 10 – Engineer's Status During Construction 47
10.01 Owner's Representative 47
10.02 Visits to Site 47
10.03 Project Representative 47
10.04 Rejecting Defective Work 47
10.05 Shop Drawings, Change Orders and Payments 48
10.06 Determinations for Unit Price Work 48
10.07 Decisions on Requirements of Contract Documents and Acceptability of Work 48
10.08 Limitations on Engineer's Authority and Responsibilities 48
10.09 Compliance with Safety Program 49
ARTICLE 11 – Amending the Contract Documents; Changes in the Work 49
11.01 Amending and Supplementing Contract Documents 49
11.02 Owner-Authorized Changes in the Work 49
11.03 Unauthorized Changes in the Work 50
11.04 Change of Contract Price 50
11.05 Change of Contract Times 51
11.06 Change Proposals 51
11.07 Execution of Change Orders 52
11.08 Notification to Surety 52
ARTICLE 12 – Claims 53
12.01 Claims 53
ARTICLE 13 – Cost of the Work; Allowances; Unit Price Work 54

13.01 Cost of the Work 54
13.02 Allowances 56
13.03 Unit Price Work 57
ARTICLE 14 – Tests and Inspections; Correction, Removal or Acceptance of Defective Work 57
14.01 Access to Work 57
14.02 Tests, Inspections, and Approvals 58
14.03 Defective Work 58
14.04 Acceptance of Defective Work 59
14.05 Uncovering Work 59
14.06 Owner May Stop the Work 60
14.07 Owner May Correct Defective Work 60
ARTICLE 15 – Payments to Contractor; Set-Offs; Completion; Correction Period 61
15.01 Progress Payments 61
15.02 Contractor's Warranty of Title 64
15.03 Substantial Completion 64
15.04 Partial Use or Occupancy 65
15.05 Final Inspection 65
15.06 Final Payment 65
15.07 Waiver of Claims 67
15.08 Correction Period 67
ARTICLE 16 – Suspension of Work and Termination 68
16.01 Owner May Suspend Work 68
16.02 Owner May Terminate for Cause 68
16.03 Owner May Terminate For Convenience 69
16.04 Contractor May Stop Work or Terminate 69
ARTICLE 17 – Final Resolution of Disputes 70
17.01 Methods and Procedures 70
ARTICLE 18 – Miscellaneous 70
18.01 Giving Notice 70
18.02 Computation of Times 70
18.03 Cumulative Remedies 70
18.04 Limitation of Damages 71
18.05 No Waiver 71
18.06 Survival of Obligations 71

18.07 Controlling Law 71
18.08 Headings 71

ARTICLE 1 – DEFINITIONS AND TERMINOLOGY

1.01 *Defined Terms*

A. Wherever used in the Bidding Requirements or Contract Documents, a term printed with initial capital letters, including the term's singular and plural forms, will have the meaning indicated in the definitions below. In addition to terms specifically defined, terms with initial capital letters in the Contract Documents include references to identified articles and paragraphs, and the titles of other documents or forms.

1. *Addenda*—Written or graphic instruments issued prior to the opening of Bids which clarify, correct, or change the Bidding Requirements or the proposed Contract Documents.

2. *Agreement*—The written instrument, executed by Owner and Contractor, that sets forth the Contract Price and Contract Times, identifies the parties and the Engineer, and designates the specific items that are Contract Documents.

3. *Application for Payment*—The form acceptable to Engineer which is to be used by Contractor during the course of the Work in requesting progress or final payments and which is to be accompanied by such supporting documentation as is required by the Contract Documents.

4. *Bid*—The offer of a Bidder submitted on the prescribed form setting forth the prices for the Work to be performed.

5. *Bidder*—An individual or entity that submits a Bid to Owner.

6. *Bidding Documents*—The Bidding Requirements, the proposed Contract Documents, and all Addenda.

7. *Bidding Requirements*—The advertisement or invitation to bid, Instructions to Bidders, Bid Bond or other Bid security, if any, the Bid Form, and the Bid with any attachments.

8. *Change Order*—A document which is signed by Contractor and Owner and authorizes an addition, deletion, or revision in the Work or an adjustment in the Contract Price or the Contract Times, or other revision to the Contract, issued on or after the Effective Date of the Contract.

9. *Change Proposal*—A written request by Contractor, duly submitted in compliance with the procedural requirements set forth herein, seeking an adjustment in Contract Price or Contract Times, or both; contesting an initial decision by Engineer concerning the requirements of the Contract Documents or the acceptability of Work under the Contract Documents; challenging a set-off against payments due; or seeking other relief with respect to the terms of the Contract.

10. *Claim*—(a) A demand or assertion by Owner directly to Contractor, duly submitted in compliance with the procedural requirements set forth herein: seeking an adjustment of Contract Price or Contract Times, or both; contesting an initial decision by Engineer concerning the requirements of the Contract Documents or the acceptability of Work under the Contract Documents; contesting Engineer's decision regarding a Change Proposal; seeking resolution of a contractual issue that Engineer has declined to address; or seeking other relief with respect to the terms of the Contract; or (b) a demand or assertion by Contractor directly to Owner, duly submitted in compliance with the procedural requirements set forth herein, contesting Engineer's decision

regarding a Change Proposal; or seeking resolution of a contractual issue that Engineer has declined to address. A demand for money or services by a third party is not a Claim.

11. *Constituent of Concern*—Asbestos, petroleum, radioactive materials, polychlorinated biphenyls (PCBs), hazardous waste, and any substance, product, waste, or other material of any nature whatsoever that is or becomes listed, regulated, or addressed pursuant to (a) the Comprehensive Environmental Response, Compensation and Liability Act, 42 U.S.C. §§9601 et seq. ("CERCLA"); (b) the Hazardous Materials Transportation Act, 49 U.S.C. §§5101 et seq.; (c) the Resource Conservation and Recovery Act, 42 U.S.C. §§6901 et seq. ("RCRA"); (d) the Toxic Substances Control Act, 15 U.S.C. §§2601 et seq.; (e) the Clean Water Act, 33 U.S.C. §§1251 et seq.; (f) the Clean Air Act, 42 U.S.C. §§7401 et seq.; or (g) any other federal, state, or local statute, law, rule, regulation, ordinance, resolution, code, order, or decree regulating, relating to, or imposing liability or standards of conduct concerning, any hazardous, toxic, or dangerous waste, substance, or material.
12. *Contract*—The entire and integrated written contract between the Owner and Contractor concerning the Work.
13. *Contract Documents*—Those items so designated in the Agreement, and which together comprise the Contract.
14. *Contract Price*—The money that Owner has agreed to pay Contractor for completion of the Work in accordance with the Contract Documents. .
15. *Contract Times*—The number of days or the dates by which Contractor shall: (a) achieve Milestones, if any; (b) achieve Substantial Completion; and (c) complete the Work.
16. *Contractor*—The individual or entity with which Owner has contracted for performance of the Work.
17. *Cost of the Work*—See Paragraph 13.01 for definition.
18. *Drawings*—The part of the Contract that graphically shows the scope, extent, and character of the Work to be performed by Contractor.
19. *Effective Date of the Contract*—The date, indicated in the Agreement, on which the Contract becomes effective.
20. *Engineer*—The individual or entity named as such in the Agreement.
21. *Field Order*—A written order issued by Engineer which requires minor changes in the Work but does not change the Contract Price or the Contract Times.
22. *Hazardous Environmental Condition*—The presence at the Site of Constituents of Concern in such quantities or circumstances that may present a danger to persons or property exposed thereto. The presence at the Site of materials that are necessary for the execution of the Work, or that are to be incorporated in the Work, and that are controlled and contained pursuant to industry practices, Laws and Regulations, and the requirements of the Contract, does not establish a Hazardous Environmental Condition.

23. *Laws and Regulations; Laws or Regulations*—Any and all applicable laws, statutes, rules, regulations, ordinances, codes, and orders of any and all governmental bodies, agencies, authorities, and courts having jurisdiction.

24. *Liens*—Charges, security interests, or encumbrances upon Contract-related funds, real property, or personal property.

25. *Milestone*—A principal event in the performance of the Work that the Contract requires Contractor to achieve by an intermediate completion date or by a time prior to Substantial Completion of all the Work.

26. *Notice of Award*—The written notice by Owner to a Bidder of Owner's acceptance of the Bid.

27. *Notice to Proceed*—A written notice by Owner to Contractor fixing the date on which the Contract Times will commence to run and on which Contractor shall start to perform the Work.

28. *Owner*—The individual or entity with which Contractor has contracted regarding the Work, and which has agreed to pay Contractor for the performance of the Work, pursuant to the terms of the Contract.

29. *Progress Schedule*—A schedule, prepared and maintained by Contractor, describing the sequence and duration of the activities comprising the Contractor's plan to accomplish the Work within the Contract Times.

30. *Project*—The total undertaking to be accomplished for Owner by engineers, contractors, and others, including planning, study, design, construction, testing, commissioning, and start-up, and of which the Work to be performed under the Contract Documents is a part.

31. *Project Manual*—The written documents prepared for, or made available for, procuring and constructing the Work, including but not limited to the Bidding Documents or other construction procurement documents, geotechnical and existing conditions information, the Agreement, bond forms, General Conditions, Supplementary Conditions, and Specifications. The contents of the Project Manual may be bound in one or more volumes.

32. *Resident Project Representative*—The authorized representative of Engineer assigned to assist Engineer at the Site. As used herein, the term Resident Project Representative or "RPR" includes any assistants or field staff of Resident Project Representative.

33. *Samples*—Physical examples of materials, equipment, or workmanship that are representative of some portion of the Work and that establish the standards by which such portion of the Work will be judged.

34. *Schedule of Submittals*—A schedule, prepared and maintained by Contractor, of required submittals and the time requirements for Engineer's review of the submittals and the performance of related construction activities.

35. *Schedule of Values*—A schedule, prepared and maintained by Contractor, allocating portions of the Contract Price to various portions of the Work and used as the basis for reviewing Contractor's Applications for Payment.

36. *Shop Drawings*—All drawings, diagrams, illustrations, schedules, and other data or information that are specifically prepared or assembled by or for Contractor and

submitted by Contractor to illustrate some portion of the Work. Shop Drawings, whether approved or not, are not Drawings and are not Contract Documents.

37. *Site*—Lands or areas indicated in the Contract Documents as being furnished by Owner upon which the Work is to be performed, including rights-of-way and easements, and such other lands furnished by Owner which are designated for the use of Contractor.

38. *Specifications*—The part of the Contract that consists of written requirements for materials, equipment, systems, standards, and workmanship as applied to the Work, and certain administrative requirements and procedural matters applicable to the Work.

39. *Subcontractor*—An individual or entity having a direct contract with Contractor or with any other Subcontractor for the performance of a part of the Work.

40. *Substantial Completion*—The time at which the Work (or a specified part thereof) has progressed to the point where, in the opinion of Engineer, the Work (or a specified part thereof) is sufficiently complete, in accordance with the Contract Documents, so that the Work (or a specified part thereof) can be utilized for the purposes for which it is intended. The terms "substantially complete" and "substantially completed" as applied to all or part of the Work refer to Substantial Completion thereof.

41. *Successful Bidder*—The Bidder whose Bid the Owner accepts, and to which the Owner makes an award of contract, subject to stated conditions.

42. *Supplementary Conditions*—The part of the Contract that amends or supplements these General Conditions.

43. *Supplier*—A manufacturer, fabricator, supplier, distributor, materialman, or vendor having a direct contract with Contractor or with any Subcontractor to furnish materials or equipment to be incorporated in the Work by Contractor or a Subcontractor.

44. *Technical Data*—Those items expressly identified as Technical Data in the Supplementary Conditions, with respect to either (a) subsurface conditions at the Site, or physical conditions relating to existing surface or subsurface structures at the Site (except Underground Facilities) or (b) Hazardous Environmental Conditions at the Site. If no such express identifications of Technical Data have been made with respect to conditions at the Site, then the data contained in boring logs, recorded measurements of subsurface water levels, laboratory test results, and other factual, objective information regarding conditions at the Site that are set forth in any geotechnical or environmental report prepared for the Project and made available to Contractor are hereby defined as Technical Data with respect to conditions at the Site under Paragraphs 5.03, 5.04, and 5.06.

45. *Underground Facilities*—All underground pipelines, conduits, ducts, cables, wires, manholes, vaults, tanks, tunnels, or other such facilities or attachments, and any encasements containing such facilities, including but not limited to those that convey electricity, gases, steam, liquid petroleum products, telephone or other communications, fiber optic transmissions, cable television, water, wastewater, storm water, other liquids or chemicals, or traffic or other control systems.

46. *Unit Price Work*—Work to be paid for on the basis of unit prices.

47. *Work*—The entire construction or the various separately identifiable parts thereof required to be provided under the Contract Documents. Work includes and is the

result of performing or providing all labor, services, and documentation necessary to produce such construction; furnishing, installing, and incorporating all materials and equipment into such construction; and may include related services such as testing, start-up, and commissioning, all as required by the Contract Documents.

48. *Work Change Directive*—A written directive to Contractor issued on or after the Effective Date of the Contract, signed by Owner and recommended by Engineer, ordering an addition, deletion, or revision in the Work.

1.02 *Terminology*

A. The words and terms discussed in the following paragraphs are not defined but, when used in the Bidding Requirements or Contract Documents, have the indicated meaning.

B. *Intent of Certain Terms or Adjectives*:

1. The Contract Documents include the terms "as allowed," "as approved," "as ordered," "as directed" or terms of like effect or import to authorize an exercise of professional judgment by Engineer. In addition, the adjectives "reasonable," "suitable," "acceptable," "proper," "satisfactory," or adjectives of like effect or import are used to describe an action or determination of Engineer as to the Work. It is intended that such exercise of professional judgment, action, or determination will be solely to evaluate, in general, the Work for compliance with the information in the Contract Documents and with the design concept of the Project as a functioning whole as shown or indicated in the Contract Documents (unless there is a specific statement indicating otherwise). The use of any such term or adjective is not intended to and shall not be effective to assign to Engineer any duty or authority to supervise or direct the performance of the Work, or any duty or authority to undertake responsibility contrary to the provisions of Article 10 or any other provision of the Contract Documents.

C. *Day*:

1. The word "day" means a calendar day of 24 hours measured from midnight to the next midnight.

D. *Defective*:

1. The word "defective," when modifying the word "Work," refers to Work that is unsatisfactory, faulty, or deficient in that it:

a. does not conform to the Contract Documents; or

b. does not meet the requirements of any applicable inspection, reference standard, test, or approval referred to in the Contract Documents; or

c. has been damaged prior to Engineer's recommendation of final payment (unless responsibility for the protection thereof has been assumed by Owner at Substantial Completion in accordance with Paragraph 15.03 or 15.04).

E. *Furnish, Install, Perform, Provide*:

1. The word "furnish," when used in connection with services, materials, or equipment, shall mean to supply and deliver said services, materials, or equipment to the Site (or some other specified location) ready for use or installation and in usable or operable condition.

2. The word “install,” when used in connection with services, materials, or equipment, shall mean to put into use or place in final position said services, materials, or equipment complete and ready for intended use.

3. The words “perform” or “provide,” when used in connection with services, materials, or equipment, shall mean to furnish and install said services, materials, or equipment complete and ready for intended use.

4. If the Contract Documents establish an obligation of Contractor with respect to specific services, materials, or equipment, but do not expressly use any of the four words “furnish,” “install,” “perform,” or “provide,” then Contractor shall furnish and install said services, materials, or equipment complete and ready for intended use.

F. Unless stated otherwise in the Contract Documents, words or phrases that have a well-known technical or construction industry or trade meaning are used in the Contract Documents in accordance with such recognized meaning.

ARTICLE 2 – PRELIMINARY MATTERS

2.01 *Delivery of Bonds and Evidence of Insurance*

A. *Bonds*: When Contractor delivers the executed counterparts of the Agreement to Owner, Contractor shall also deliver to Owner such bonds as Contractor may be required to furnish.

B. *Evidence of Contractor’s Insurance*: When Contractor delivers the executed counterparts of the Agreement to Owner, Contractor shall also deliver to Owner, with copies to each named insured and additional insured (as identified in the Supplementary Conditions or elsewhere in the Contract), the certificates and other evidence of insurance required to be provided by Contractor in accordance with Article 6.

C. *Evidence of Owner’s Insurance*: After receipt of the executed counterparts of the Agreement and all required bonds and insurance documentation, Owner shall promptly deliver to Contractor, with copies to each named insured and additional insured (as identified in the Supplementary Conditions or otherwise), the certificates and other evidence of insurance required to be provided by Owner under Article 6.

2.02 *Copies of Documents*

A. Owner shall furnish to Contractor four printed copies of the Contract (including one fully executed counterpart of the Agreement), and one copy in electronic portable document format (PDF). Additional printed copies will be furnished upon request at the cost of reproduction.

B. Owner shall maintain and safeguard at least one original printed record version of the Contract, including Drawings and Specifications signed and sealed by Engineer and other design professionals. Owner shall make such original printed record version of the Contract available to Contractor for review. Owner may delegate the responsibilities under this provision to Engineer.

2.03 *Before Starting Construction*

A. *Preliminary Schedules*: Within 10 days after the Effective Date of the Contract (or as otherwise specifically required by the Contract Documents), Contractor shall submit to Engineer for timely review:

1. a preliminary Progress Schedule indicating the times (numbers of days or dates) for starting and completing the various stages of the Work, including any Milestones specified in the Contract;

2. a preliminary Schedule of Submittals; and

3. a preliminary Schedule of Values for all of the Work which includes quantities and prices of items which when added together equal the Contract Price and subdivides the Work into component parts in sufficient detail to serve as the basis for progress payments during performance of the Work. Such prices will include an appropriate amount of overhead and profit applicable to each item of Work.

2.04 *Preconstruction Conference; Designation of Authorized Representatives*

A. Before any Work at the Site is started, a conference attended by Owner, Contractor, Engineer, and others as appropriate will be held to establish a working understanding among the parties as to the Work and to discuss the schedules referred to in Paragraph 2.03.A, procedures for handling Shop Drawings, Samples, and other submittals, processing Applications for Payment, electronic or digital transmittals, and maintaining required records.

B. At this conference Owner and Contractor each shall designate, in writing, a specific individual to act as its authorized representative with respect to the services and responsibilities under the Contract. Such individuals shall have the authority to transmit and receive information, render decisions relative to the Contract, and otherwise act on behalf of each respective party.

2.05 *Initial Acceptance of Schedules*

A. At least 10 days before submission of the first Application for Payment a conference, attended by Contractor, Engineer, and others as appropriate, will be held to review for acceptability to Engineer as provided below the schedules submitted in accordance with Paragraph 2.03.A. Contractor shall have an additional 10 days to make corrections and adjustments and to complete and resubmit the schedules. No progress payment shall be made to Contractor until acceptable schedules are submitted to Engineer.

1. The Progress Schedule will be acceptable to Engineer if it provides an orderly progression of the Work to completion within the Contract Times. Such acceptance will not impose on Engineer responsibility for the Progress Schedule, for sequencing, scheduling, or progress of the Work, nor interfere with or relieve Contractor from Contractor's full responsibility therefor.

2. Contractor's Schedule of Submittals will be acceptable to Engineer if it provides a workable arrangement for reviewing and processing the required submittals.

3. Contractor's Schedule of Values will be acceptable to Engineer as to form and substance if it provides a reasonable allocation of the Contract Price to the component parts of the Work.

2.06 *Electronic Transmittals*

A. Except as otherwise stated elsewhere in the Contract, the Owner, Engineer, and Contractor may transmit, and shall accept, Project-related correspondence, text, data, documents, drawings, information, and graphics, including but not limited to Shop Drawings and other

submittals, in electronic media or digital format, either directly, or through access to a secure Project website.

B. If the Contract does not establish protocols for electronic or digital transmittals, then Owner, Engineer, and Contractor shall jointly develop such protocols.

C. When transmitting items in electronic media or digital format, the transmitting party makes no representations as to long term compatibility, usability, or readability of the items resulting from the recipient's use of software application packages, operating systems, or computer hardware differing from those used in the drafting or transmittal of the items, or from those established in applicable transmittal protocols.

ARTICLE 3 – DOCUMENTS: INTENT, REQUIREMENTS, REUSE

3.01 *Intent*

A. The Contract Documents are complementary; what is required by one is as binding as if required by all.

B. It is the intent of the Contract Documents to describe a functionally complete project (or part thereof) to be constructed in accordance with the Contract Documents.

C. Unless otherwise stated in the Contract Documents, if there is a discrepancy between the electronic or digital versions of the Contract Documents (including any printed copies derived from such electronic or digital versions) and the printed record version, the printed record version shall govern.

D. The Contract supersedes prior negotiations, representations, and agreements, whether written or oral.

E. Engineer will issue clarifications and interpretations of the Contract Documents as provided herein.

3.02 *Reference Standards*

A. Standards Specifications, Codes, Laws and Regulations

1. Reference in the Contract Documents to standard specifications, manuals, reference standards, or codes of any technical society, organization, or association, or to Laws or Regulations, whether such reference be specific or by implication, shall mean the standard specification, manual, reference standard, code, or Laws or Regulations in effect at the time of opening of Bids (or on the Effective Date of the Contract if there were no Bids), except as may be otherwise specifically stated in the Contract Documents.

2. No provision of any such standard specification, manual, reference standard, or code, or any instruction of a Supplier, shall be effective to change the duties or responsibilities of Owner, Contractor, or Engineer, or any of their subcontractors, consultants, agents, or employees, from those set forth in the part of the Contract Documents prepared by or for Engineer. No such provision or instruction shall be effective to assign to Owner, Engineer, or any of their officers, directors, members, partners, employees, agents, consultants, or subcontractors, any duty or authority to supervise or direct the performance of the Work or any duty or authority to undertake responsibility inconsistent with the provisions of the part of the Contract Documents prepared by or for Engineer.

3.03 *Reporting and Resolving Discrepancies*

A. *Reporting Discrepancies*:

1. *Contractor's Verification of Figures and Field Measurements*: Before undertaking each part of the Work, Contractor shall carefully study the Contract Documents, and check and verify pertinent figures and dimensions therein, particularly with respect to applicable field measurements. Contractor shall promptly report in writing to Engineer any conflict, error, ambiguity, or discrepancy that Contractor discovers, or has actual knowledge of, and shall not proceed with any Work affected thereby until the conflict, error, ambiguity, or discrepancy is resolved, by a clarification or interpretation by Engineer, or by an amendment or supplement to the Contract Documents issued pursuant to Paragraph 11.01.

2. *Contractor's Review of Contract Documents*: If, before or during the performance of the Work, Contractor discovers any conflict, error, ambiguity, or discrepancy within the Contract Documents, or between the Contract Documents and (a) any applicable Law or Regulation, (b) actual field conditions, (c) any standard specification, manual, reference standard, or code, or (d) any instruction of any Supplier, then Contractor shall promptly report it to Engineer in writing. Contractor shall not proceed with the Work affected thereby (except in an emergency as required by Paragraph 7.15) until the conflict, error, ambiguity, or discrepancy is resolved, by a clarification or interpretation by Engineer, or by an amendment or supplement to the Contract Documents issued pursuant to Paragraph 11.01.

3. Contractor shall not be liable to Owner or Engineer for failure to report any conflict, error, ambiguity, or discrepancy in the Contract Documents unless Contractor had actual knowledge thereof.

B. *Resolving Discrepancies*:

1. Except as may be otherwise specifically stated in the Contract Documents, the provisions of the part of the Contract Documents prepared by or for Engineer shall take precedence in resolving any conflict, error, ambiguity, or discrepancy between such provisions of the Contract Documents and:

a. the provisions of any standard specification, manual, reference standard, or code, or the instruction of any Supplier (whether or not specifically incorporated by reference as a Contract Document); or

b. the provisions of any Laws or Regulations applicable to the performance of the Work (unless such an interpretation of the provisions of the Contract Documents would result in violation of such Law or Regulation).

3.04 *Requirements of the Contract Documents*

A. During the performance of the Work and until final payment, Contractor and Owner shall submit to the Engineer all matters in question concerning the requirements of the Contract Documents (sometimes referred to as requests for information or interpretation—RFIs), or relating to the acceptability of the Work under the Contract Documents, as soon as possible after such matters arise. Engineer will be the initial interpreter of the requirements of the Contract Documents, and judge of the acceptability of the Work thereunder.

B. Engineer will, with reasonable promptness, render a written clarification, interpretation, or decision on the issue submitted, or initiate an amendment or supplement to the Contract

Documents. Engineer's written clarification, interpretation, or decision will be final and binding on Contractor, unless it appeals by submitting a Change Proposal, and on Owner, unless it appeals by filing a Claim.

C. If a submitted matter in question concerns terms and conditions of the Contract Documents that do not involve (1) the performance or acceptability of the Work under the Contract Documents, (2) the design (as set forth in the Drawings, Specifications, or otherwise), or (3) other engineering or technical matters, then Engineer will promptly give written notice to Owner and Contractor that Engineer is unable to provide a decision or interpretation. If Owner and Contractor are unable to agree on resolution of such a matter in question, either party may pursue resolution as provided in Article 12.

3.05 *Reuse of Documents*

A. Contractor and its Subcontractors and Suppliers shall not:

1. have or acquire any title to or ownership rights in any of the Drawings, Specifications, or other documents (or copies of any thereof) prepared by or bearing the seal of Engineer or its consultants, including electronic media editions, or reuse any such Drawings, Specifications, other documents, or copies thereof on extensions of the Project or any other project without written consent of Owner and Engineer and specific written verification or adaptation by Engineer; or

2. have or acquire any title or ownership rights in any other Contract Documents, reuse any such Contract Documents for any purpose without Owner's express written consent, or violate any copyrights pertaining to such Contract Documents.

B. The prohibitions of this Paragraph 3.05 will survive final payment, or termination of the Contract. Nothing herein shall preclude Contractor from retaining copies of the Contract Documents for record purposes.

ARTICLE 4 – COMMENCEMENT AND PROGRESS OF THE WORK

4.01 *Commencement of Contract Times; Notice to Proceed*

A. The Contract Times will commence to run on the thirtieth day after the Effective Date of the Contract or, if a Notice to Proceed is given, on the day indicated in the Notice to Proceed. A Notice to Proceed may be given at any time within 30 days after the Effective Date of the Contract. In no event will the Contract Times commence to run later than the sixtieth day after the day of Bid opening or the thirtieth day after the Effective Date of the Contract, whichever date is earlier.

4.02 *Starting the Work*

A. Contractor shall start to perform the Work on the date when the Contract Times commence to run. No Work shall be done at the Site prior to such date.

4.03 *Reference Points*

A. Owner shall provide engineering surveys to establish reference points for construction which in Engineer's judgment are necessary to enable Contractor to proceed with the Work. Contractor shall be responsible for laying out the Work, shall protect and preserve the established reference points and property monuments, and shall make no changes or relocations without the prior written approval of Owner. Contractor shall report to Engineer whenever any reference point or property monument is lost or destroyed or

requires relocation because of necessary changes in grades or locations, and shall be responsible for the accurate replacement or relocation of such reference points or property monuments by professionally qualified personnel.

4.04 *Progress Schedule*

A. Contractor shall adhere to the Progress Schedule established in accordance with Paragraph 2.05 as it may be adjusted from time to time as provided below.

1. Contractor shall submit to Engineer for acceptance (to the extent indicated in Paragraph 2.05) proposed adjustments in the Progress Schedule that will not result in changing the Contract Times.

2. Proposed adjustments in the Progress Schedule that will change the Contract Times shall be submitted in accordance with the requirements of Article 11.

B. Contractor shall carry on the Work and adhere to the Progress Schedule during all disputes or disagreements with Owner. No Work shall be delayed or postponed pending resolution of any disputes or disagreements, or during any appeal process, except as permitted by Paragraph 16.04, or as Owner and Contractor may otherwise agree in writing.

4.05 *Delays in Contractor's Progress*

A. If Owner, Engineer, or anyone for whom Owner is responsible, delays, disrupts, or interferes with the performance or progress of the Work, then Contractor shall be entitled to an equitable adjustment in the Contract Times and Contract Price. Contractor's entitlement to an adjustment of the Contract Times is conditioned on such adjustment being essential to Contractor's ability to complete the Work within the Contract Times.

B. Contractor shall not be entitled to an adjustment in Contract Price or Contract Times for delay, disruption, or interference caused by or within the control of Contractor. Delay, disruption, and interference attributable to and within the control of a Subcontractor or Supplier shall be deemed to be within the control of Contractor.

C. If Contractor's performance or progress is delayed, disrupted, or interfered with by unanticipated causes not the fault of and beyond the control of Owner, Contractor, and those for which they are responsible, then Contractor shall be entitled to an equitable adjustment in Contract Times. Contractor's entitlement to an adjustment of the Contract Times is conditioned on such adjustment being essential to Contractor's ability to complete the Work within the Contract Times. Such an adjustment shall be Contractor's sole and exclusive remedy for the delays, disruption, and interference described in this paragraph. Causes of delay, disruption, or interference that may give rise to an adjustment in Contract Times under this paragraph include but are not limited to the following:

1. severe and unavoidable natural catastrophes such as fires, floods, epidemics, and earthquakes;

2. abnormal weather conditions;

3. acts or failures to act of utility owners (other than those performing other work at or adjacent to the Site by arrangement with the Owner, as contemplated in Article 8); and

4. acts of war or terrorism.

D. Delays, disruption, and interference to the performance or progress of the Work resulting from the existence of a differing subsurface or physical condition, an Underground Facility

that was not shown or indicated by the Contract Documents, or not shown or indicated with reasonable accuracy, and those resulting from Hazardous Environmental Conditions, are governed by Article 5.

E. Paragraph 8.03 governs delays, disruption, and interference to the performance or progress of the Work resulting from the performance of certain other work at or adjacent to the Site.

F. Contractor shall not be entitled to an adjustment in Contract Price or Contract Times for any delay, disruption, or interference if such delay is concurrent with a delay, disruption, or interference caused by or within the control of Contractor.

G. Contractor must submit any Change Proposal seeking an adjustment in Contract Price or Contract Times under this paragraph within 30 days of the commencement of the delaying, disrupting, or interfering event.

ARTICLE 5 – AVAILABILITY OF LANDS; SUBSURFACE AND PHYSICAL CONDITIONS; HAZARDOUS ENVIRONMENTAL CONDITIONS

5.01 *Availability of Lands*

A. Owner shall furnish the Site. Owner shall notify Contractor of any encumbrances or restrictions not of general application but specifically related to use of the Site with which Contractor must comply in performing the Work.

B. Upon reasonable written request, Owner shall furnish Contractor with a current statement of record legal title and legal description of the lands upon which permanent improvements are to be made and Owner's interest therein as necessary for giving notice of or filing a mechanic's or construction lien against such lands in accordance with applicable Laws and Regulations.

C. Contractor shall provide for all additional lands and access thereto that may be required for temporary construction facilities or storage of materials and equipment.

5.02 *Use of Site and Other Areas*

A. *Limitation on Use of Site and Other Areas*:

1. Contractor shall confine construction equipment, temporary construction facilities, the storage of materials and equipment, and the operations of workers to the Site, adjacent areas that Contractor has arranged to use through construction easements or otherwise, and other adjacent areas permitted by Laws and Regulations, and shall not unreasonably encumber the Site and such other adjacent areas with construction equipment or other materials or equipment. Contractor shall assume full responsibility for (a) damage to the Site; (b) damage to any such other adjacent areas used for Contractor's operations; (c) damage to any other adjacent land or areas; and (d) for injuries and losses sustained by the owners or occupants of any such land or areas; provided that such damage or injuries result from the performance of the Work or from other actions or conduct of the Contractor or those for which Contractor is responsible.

2. If a damage or injury claim is made by the owner or occupant of any such land or area because of the performance of the Work, or because of other actions or conduct of the Contractor or those for which Contractor is responsible, Contractor shall (a) take immediate corrective or remedial action as required by Paragraph 7.12, or otherwise;

(b) promptly attempt to settle the claim as to all parties through negotiations with such owner or occupant, or otherwise resolve the claim by arbitration or other dispute resolution proceeding, or at law; and (c) to the fullest extent permitted by Laws and Regulations, indemnify and hold harmless Owner and Engineer, and the officers, directors, members, partners, employees, agents, consultants and subcontractors of each and any of them from and against any such claim, and against all costs, losses, and damages (including but not limited to all fees and charges of engineers, architects, attorneys, and other professionals and all court or arbitration or other dispute resolution costs) arising out of or relating to any claim or action, legal or equitable, brought by any such owner or occupant against Owner, Engineer, or any other party indemnified hereunder to the extent caused directly or indirectly, in whole or in part by, or based upon, Contractor's performance of the Work, or because of other actions or conduct of the Contractor or those for which Contractor is responsible.

B. *Removal of Debris During Performance of the Work*: During the progress of the Work the Contractor shall keep the Site and other adjacent areas free from accumulations of waste materials, rubbish, and other debris. Removal and disposal of such waste materials, rubbish, and other debris shall conform to applicable Laws and Regulations.

C. *Cleaning*: Prior to Substantial Completion of the Work Contractor shall clean the Site and the Work and make it ready for utilization by Owner. At the completion of the Work Contractor shall remove from the Site and adjacent areas all tools, appliances, construction equipment and machinery, and surplus materials and shall restore to original condition all property not designated for alteration by the Contract Documents.

D. *Loading of Structures*: Contractor shall not load nor permit any part of any structure to be loaded in any manner that will endanger the structure, nor shall Contractor subject any part of the Work or adjacent structures or land to stresses or pressures that will endanger them.

5.03 *Subsurface and Physical Conditions*

A. *Reports and Drawings*: The Supplementary Conditions identify:

1. those reports known to Owner of explorations and tests of subsurface conditions at or adjacent to the Site;

2. those drawings known to Owner of physical conditions relating to existing surface or subsurface structures at the Site (except Underground Facilities); and

3. Technical Data contained in such reports and drawings.

B. *Reliance by Contractor on Technical Data Authorized*: Contractor may rely upon the accuracy of the Technical Data expressly identified in the Supplementary Conditions with respect to such reports and drawings, but such reports and drawings are not Contract Documents. If no such express identification has been made, then Contractor may rely upon the accuracy of the Technical Data (as defined in Article 1) contained in any geotechnical or environmental report prepared for the Project and made available to Contractor. Except for such reliance on Technical Data, Contractor may not rely upon or make any claim against Owner or Engineer, or any of their officers, directors, members, partners, employees, agents, consultants, or subcontractors, with respect to:

1. the completeness of such reports and drawings for Contractor's purposes, including, but not limited to, any aspects of the means, methods, techniques, sequences, and

procedures of construction to be employed by Contractor, and safety precautions and programs incident thereto; or

2. other data, interpretations, opinions, and information contained in such reports or shown or indicated in such drawings; or

3. any Contractor interpretation of or conclusion drawn from any Technical Data or any such other data, interpretations, opinions, or information.

5.04 *Differing Subsurface or Physical Conditions*

A. *Notice by Contractor*: If Contractor believes that any subsurface or physical condition that is uncovered or revealed at the Site either:

1. is of such a nature as to establish that any Technical Data on which Contractor is entitled to rely as provided in Paragraph 5.03 is materially inaccurate; or

2. is of such a nature as to require a change in the Drawings or Specifications; or

3. differs materially from that shown or indicated in the Contract Documents; or

4. is of an unusual nature, and differs materially from conditions ordinarily encountered and generally recognized as inherent in work of the character provided for in the Contract Documents;

then Contractor shall, promptly after becoming aware thereof and before further disturbing the subsurface or physical conditions or performing any Work in connection therewith (except in an emergency as required by Paragraph 7.15), notify Owner and Engineer in writing about such condition. Contractor shall not further disturb such condition or perform any Work in connection therewith (except with respect to an emergency) until receipt of a written statement permitting Contractor to do so.

B. *Engineer's Review*: After receipt of written notice as required by the preceding paragraph, Engineer will promptly review the subsurface or physical condition in question; determine the necessity of Owner's obtaining additional exploration or tests with respect to the condition; conclude whether the condition falls within any one or more of the differing site condition categories in Paragraph 5.04.A above; obtain any pertinent cost or schedule information from Contractor; prepare recommendations to Owner regarding the Contractor's resumption of Work in connection with the subsurface or physical condition in question and the need for any change in the Drawings or Specifications; and advise Owner in writing of Engineer's findings, conclusions, and recommendations.

C. *Owner's Statement to Contractor Regarding Site Condition*: After receipt of Engineer's written findings, conclusions, and recommendations, Owner shall issue a written statement to Contractor (with a copy to Engineer) regarding the subsurface or physical condition in question, addressing the resumption of Work in connection with such condition, indicating whether any change in the Drawings or Specifications will be made, and adopting or rejecting Engineer's written findings, conclusions, and recommendations, in whole or in part.

D. *Possible Price and Times Adjustments*:

1. Contractor shall be entitled to an equitable adjustment in Contract Price or Contract Times, or both, to the extent that the existence of a differing subsurface or physical condition, or any related delay, disruption, or interference, causes an increase or

decrease in Contractor's cost of, or time required for, performance of the Work; subject, however, to the following:

a. such condition must fall within any one or more of the categories described in Paragraph 5.04.A;

b. with respect to Work that is paid for on a unit price basis, any adjustment in Contract Price will be subject to the provisions of Paragraph 13.03; and,

c. Contractor's entitlement to an adjustment of the Contract Times is conditioned on such adjustment being essential to Contractor's ability to complete the Work within the Contract Times.

2. Contractor shall not be entitled to any adjustment in the Contract Price or Contract Times with respect to a subsurface or physical condition if:

a. Contractor knew of the existence of such condition at the time Contractor made a commitment to Owner with respect to Contract Price and Contract Times by the submission of a Bid or becoming bound under a negotiated contract, or otherwise; or

b. the existence of such condition reasonably could have been discovered or revealed as a result of any examination, investigation, exploration, test, or study of the Site and contiguous areas expressly required by the Bidding Requirements or Contract Documents to be conducted by or for Contractor prior to Contractor's making such commitment; or

c. Contractor failed to give the written notice as required by Paragraph 5.04.A.

3. If Owner and Contractor agree regarding Contractor's entitlement to and the amount or extent of any adjustment in the Contract Price or Contract Times, or both, then any such adjustment shall be set forth in a Change Order.

4. Contractor may submit a Change Proposal regarding its entitlement to or the amount or extent of any adjustment in the Contract Price or Contract Times, or both, no later than 30 days after Owner's issuance of the Owner's written statement to Contractor regarding the subsurface or physical condition in question.

5.05 *Underground Facilities*

A. *Contractor's Responsibilities*: The information and data shown or indicated in the Contract Documents with respect to existing Underground Facilities at or adjacent to the Site is based on information and data furnished to Owner or Engineer by the owners of such Underground Facilities, including Owner, or by others. Unless it is otherwise expressly provided in the Supplementary Conditions:

1. Owner and Engineer do not warrant or guarantee the accuracy or completeness of any such information or data provided by others; and

2. the cost of all of the following will be included in the Contract Price, and Contractor shall have full responsibility for:

a. reviewing and checking all information and data regarding existing Underground Facilities at the Site;

b. locating all Underground Facilities shown or indicated in the Contract Documents as being at the Site;

c. coordination of the Work with the owners (including Owner) of such Underground Facilities, during construction; and

d. the safety and protection of all existing Underground Facilities at the Site, and repairing any damage thereto resulting from the Work.

B. *Notice by Contractor*: If Contractor believes that an Underground Facility that is uncovered or revealed at the Site was not shown or indicated in the Contract Documents, or was not shown or indicated with reasonable accuracy, then Contractor shall, promptly after becoming aware thereof and before further disturbing conditions affected thereby or performing any Work in connection therewith (except in an emergency as required by Paragraph 7.15), identify the owner of such Underground Facility and give written notice to that owner and to Owner and Engineer.

C. *Engineer's Review*: Engineer will promptly review the Underground Facility and conclude whether such Underground Facility was not shown or indicated in the Contract Documents, or was not shown or indicated with reasonable accuracy; obtain any pertinent cost or schedule information from Contractor; prepare recommendations to Owner regarding the Contractor's resumption of Work in connection with the Underground Facility in question; determine the extent, if any, to which a change is required in the Drawings or Specifications to reflect and document the consequences of the existence or location of the Underground Facility; and advise Owner in writing of Engineer's findings, conclusions, and recommendations. During such time, Contractor shall be responsible for the safety and protection of such Underground Facility.

D. *Owner's Statement to Contractor Regarding Underground Facility*: After receipt of Engineer's written findings, conclusions, and recommendations, Owner shall issue a written statement to Contractor (with a copy to Engineer) regarding the Underground Facility in question, addressing the resumption of Work in connection with such Underground Facility, indicating whether any change in the Drawings or Specifications will be made, and adopting or rejecting Engineer's written findings, conclusions, and recommendations in whole or in part.

E. *Possible Price and Times Adjustments*:

1. Contractor shall be entitled to an equitable adjustment in the Contract Price or Contract Times, or both, to the extent that any existing Underground Facility at the Site that was not shown or indicated in the Contract Documents, or was not shown or indicated with reasonable accuracy, or any related delay, disruption, or interference, causes an increase or decrease in Contractor's cost of, or time required for, performance of the Work; subject, however, to the following:

a. Contractor did not know of and could not reasonably have been expected to be aware of or to have anticipated the existence or actual location of the Underground Facility in question;

b. With respect to Work that is paid for on a unit price basis, any adjustment in Contract Price will be subject to the provisions of Paragraph 13.03;

c. Contractor's entitlement to an adjustment of the Contract Times is conditioned on such adjustment being essential to Contractor's ability to complete the Work within the Contract Times; and

d. Contractor gave the notice required in Paragraph 5.05.B.

2. If Owner and Contractor agree regarding Contractor's entitlement to and the amount or extent of any adjustment in the Contract Price or Contract Times, or both, then any such adjustment shall be set forth in a Change Order.

3. Contractor may submit a Change Proposal regarding its entitlement to or the amount or extent of any adjustment in the Contract Price or Contract Times, or both, no later than 30 days after Owner's issuance of the Owner's written statement to Contractor regarding the Underground Facility in question.

5.06 *Hazardous Environmental Conditions at Site*

A. *Reports and Drawings*: The Supplementary Conditions identify:

1. those reports and drawings known to Owner relating to Hazardous Environmental Conditions that have been identified at or adjacent to the Site; and

2. Technical Data contained in such reports and drawings.

B. *Reliance by Contractor on Technical Data Authorized*: Contractor may rely upon the accuracy of the Technical Data expressly identified in the Supplementary Conditions with respect to such reports and drawings, but such reports and drawings are not Contract Documents. If no such express identification has been made, then Contractor may rely on the accuracy of the Technical Data (as defined in Article 1) contained in any geotechnical or environmental report prepared for the Project and made available to Contractor. Except for such reliance on Technical Data, Contractor may not rely upon or make any claim against Owner or Engineer, or any of their officers, directors, members, partners, employees, agents, consultants, or subcontractors with respect to:

1. the completeness of such reports and drawings for Contractor's purposes, including, but not limited to, any aspects of the means, methods, techniques, sequences and procedures of construction to be employed by Contractor and safety precautions and programs incident thereto; or

2. other data, interpretations, opinions and information contained in such reports or shown or indicated in such drawings; or

3. any Contractor interpretation of or conclusion drawn from any Technical Data or any such other data, interpretations, opinions or information.

C. Contractor shall not be responsible for removing or remediating any Hazardous Environmental Condition encountered, uncovered, or revealed at the Site unless such removal or remediation is expressly identified in the Contract Documents to be within the scope of the Work.

D. Contractor shall be responsible for controlling, containing, and duly removing all Constituents of Concern brought to the Site by Contractor, Subcontractors, Suppliers, or anyone else for whom Contractor is responsible, and for any associated costs; and for the costs of removing and remediating any Hazardous Environmental Condition created by the presence of any such Constituents of Concern.

E. If Contractor encounters, uncovers, or reveals a Hazardous Environmental Condition whose removal or remediation is not expressly identified in the Contract Documents as being within the scope of the Work, or if Contractor or anyone for whom Contractor is responsible creates a Hazardous Environmental Condition, then Contractor shall immediately: (1) secure or otherwise isolate such condition; (2) stop all Work in connection

with such condition and in any area affected thereby (except in an emergency as required by Paragraph 7.15); and (3) notify Owner and Engineer (and promptly thereafter confirm such notice in writing). Owner shall promptly consult with Engineer concerning the necessity for Owner to retain a qualified expert to evaluate such condition or take corrective action, if any. Promptly after consulting with Engineer, Owner shall take such actions as are necessary to permit Owner to timely obtain required permits and provide Contractor the written notice required by Paragraph 5.06.F. If Contractor or anyone for whom Contractor is responsible created the Hazardous Environmental Condition in question, then Owner may remove and remediate the Hazardous Environmental Condition, and impose a set-off against payments to account for the associated costs.

F. Contractor shall not resume Work in connection with such Hazardous Environmental Condition or in any affected area until after Owner has obtained any required permits related thereto, and delivered written notice to Contractor either (1) specifying that such condition and any affected area is or has been rendered safe for the resumption of Work, or (2) specifying any special conditions under which such Work may be resumed safely.

G. If Owner and Contractor cannot agree as to entitlement to or on the amount or extent, if any, of any adjustment in Contract Price or Contract Times, or both, as a result of such Work stoppage or such special conditions under which Work is agreed to be resumed by Contractor, then within 30 days of Owner's written notice regarding the resumption of Work, Contractor may submit a Change Proposal, or Owner may impose a set-off.

H. If after receipt of such written notice Contractor does not agree to resume such Work based on a reasonable belief it is unsafe, or does not agree to resume such Work under such special conditions, then Owner may order the portion of the Work that is in the area affected by such condition to be deleted from the Work, following the contractual change procedures in Article 11. Owner may have such deleted portion of the Work performed by Owner's own forces or others in accordance with Article 8.

I. To the fullest extent permitted by Laws and Regulations, Owner shall indemnify and hold harmless Contractor, Subcontractors, and Engineer, and the officers, directors, members, partners, employees, agents, consultants, and subcontractors of each and any of them from and against all claims, costs, losses, and damages (including but not limited to all fees and charges of engineers, architects, attorneys, and other professionals and all court or arbitration or other dispute resolution costs) arising out of or relating to a Hazardous Environmental Condition, provided that such Hazardous Environmental Condition (1) was not shown or indicated in the Drawings, Specifications, or other Contract Documents, identified as Technical Data entitled to limited reliance pursuant to Paragraph 5.06.B, or identified in the Contract Documents to be included within the scope of the Work, and (2) was not created by Contractor or by anyone for whom Contractor is responsible. Nothing in this Paragraph 5.06.I shall obligate Owner to indemnify any individual or entity from and against the consequences of that individual's or entity's own negligence.

J. To the fullest extent permitted by Laws and Regulations, Contractor shall indemnify and hold harmless Owner and Engineer, and the officers, directors, members, partners, employees, agents, consultants, and subcontractors of each and any of them from and against all claims, costs, losses, and damages (including but not limited to all fees and charges of engineers, architects, attorneys, and other professionals and all court or arbitration or other dispute resolution costs) arising out of or relating to the failure to control, contain, or remove a Constituent of Concern brought to the Site by Contractor or by anyone for whom Contractor is responsible, or to a Hazardous Environmental Condition

created by Contractor or by anyone for whom Contractor is responsible. Nothing in this Paragraph 5.06.J shall obligate Contractor to indemnify any individual or entity from and against the consequences of that individual's or entity's own negligence.

K. The provisions of Paragraphs 5.03, 5.04, and 5.05 do not apply to the presence of Constituents of Concern or to a Hazardous Environmental Condition uncovered or revealed at the Site.

ARTICLE 6 – BONDS AND INSURANCE

6.01 *Performance, Payment, and Other Bonds*

A. Contractor shall furnish a performance bond and a payment bond, each in an amount at least equal to the Contract Price, as security for the faithful performance and payment of all of Contractor's obligations under the Contract. These bonds shall remain in effect until two years after the date when final payment becomes due or until completion of the correction period specified in Paragraph 15.08, whichever is later, except as provided otherwise by Laws or Regulations, the Supplementary Conditions, or other specific provisions of the Contract. Contractor shall also furnish such other bonds as are required by the Supplementary Conditions or other specific provisions of the Contract.

B. All bonds shall be in the form prescribed by the Contract except as provided otherwise by Laws or Regulations, and shall be executed by such sureties as are named in "Companies Holding Certificates of Authority as Acceptable Sureties on Federal Bonds and as Acceptable Reinsuring Companies" as published in Circular 570 (as amended and supplemented) by the Financial Management Service, Surety Bond Branch, U.S. Department of the Treasury. A bond signed by an agent or attorney-in-fact must be accompanied by a certified copy of that individual's authority to bind the surety. The evidence of authority shall show that it is effective on the date the agent or attorney-in-fact signed the accompanying bond.

C. Contractor shall obtain the required bonds from surety companies that are duly licensed or authorized in the jurisdiction in which the Project is located to issue bonds in the required amounts.

D. If the surety on a bond furnished by Contractor is declared bankrupt or becomes insolvent, or its right to do business is terminated in any state or jurisdiction where any part of the Project is located, or the surety ceases to meet the requirements above, then Contractor shall promptly notify Owner and Engineer and shall, within 20 days after the event giving rise to such notification, provide another bond and surety, both of which shall comply with the bond and surety requirements above.

E. If Contractor has failed to obtain a required bond, Owner may exclude the Contractor from the Site and exercise Owner's termination rights under Article 16.

F. Upon request, Owner shall provide a copy of the payment bond to any Subcontractor, Supplier, or other person or entity claiming to have furnished labor or materials used in the performance of the Work.

6.02 *Insurance—General Provisions*

A. Owner and Contractor shall obtain and maintain insurance as required in this Article and in the Supplementary Conditions.

B. All insurance required by the Contract to be purchased and maintained by Owner or Contractor shall be obtained from insurance companies that are duly licensed or authorized, in the state or jurisdiction in which the Project is located, to issue insurance policies for the required limits and coverages. Unless a different standard is indicated in the Supplementary Conditions, all companies that provide insurance policies required under this Contract shall have an A.M. Best rating of A-VII or better.

C. Contractor shall deliver to Owner, with copies to each named insured and additional insured (as identified in this Article, in the Supplementary Conditions, or elsewhere in the Contract), certificates of insurance establishing that Contractor has obtained and is maintaining the policies, coverages, and endorsements required by the Contract. Upon request by Owner or any other insured, Contractor shall also furnish other evidence of such required insurance, including but not limited to copies of policies and endorsements, and documentation of applicable self-insured retentions and deductibles. Contractor may block out (redact) any confidential premium or pricing information contained in any policy or endorsement furnished under this provision.

D. Owner shall deliver to Contractor, with copies to each named insured and additional insured (as identified in this Article, the Supplementary Conditions, or elsewhere in the Contract), certificates of insurance establishing that Owner has obtained and is maintaining the policies, coverages, and endorsements required of Owner by the Contract (if any). Upon request by Contractor or any other insured, Owner shall also provide other evidence of such required insurance (if any), including but not limited to copies of policies and endorsements, and documentation of applicable self-insured retentions and deductibles. Owner may block out (redact) any confidential premium or pricing information contained in any policy or endorsement furnished under this provision.

E. Failure of Owner or Contractor to demand such certificates or other evidence of the other party's full compliance with these insurance requirements, or failure of Owner or Contractor to identify a deficiency in compliance from the evidence provided, shall not be construed as a waiver of the other party's obligation to obtain and maintain such insurance.

F. If either party does not purchase or maintain all of the insurance required of such party by the Contract, such party shall notify the other party in writing of such failure to purchase prior to the start of the Work, or of such failure to maintain prior to any change in the required coverage.

G. If Contractor has failed to obtain and maintain required insurance, Owner may exclude the Contractor from the Site, impose an appropriate set-off against payment, and exercise Owner's termination rights under Article 16.

H. Without prejudice to any other right or remedy, if a party has failed to obtain required insurance, the other party may elect to obtain equivalent insurance to protect such other party's interests at the expense of the party who was required to provide such coverage, and the Contract Price shall be adjusted accordingly.

I. Owner does not represent that insurance coverage and limits established in this Contract necessarily will be adequate to protect Contractor or Contractor's interests.

J. The insurance and insurance limits required herein shall not be deemed as a limitation on Contractor's liability under the indemnities granted to Owner and other individuals and entities in the Contract.

6.03 *Contractor's Insurance*

A. *Workers' Compensation*: Contractor shall purchase and maintain workers' compensation and employer's liability insurance for:

1. claims under workers' compensation, disability benefits, and other similar employee benefit acts.

2. United States Longshoreman and Harbor Workers' Compensation Act and Jones Act coverage (if applicable).

3. claims for damages because of bodily injury, occupational sickness or disease, or death of Contractor's employees (by stop-gap endorsement in monopolist worker's compensation states).

4. Foreign voluntary worker compensation (if applicable).

B. *Commercial General Liability—Claims Covered*: Contractor shall purchase and maintain commercial general liability insurance, covering all operations by or on behalf of Contractor, on an occurrence basis, against:

1. claims for damages because of bodily injury, sickness or disease, or death of any person other than Contractor's employees.

2. claims for damages insured by reasonably available personal injury liability coverage.

3. claims for damages, other than to the Work itself, because of injury to or destruction of tangible property wherever located, including loss of use resulting therefrom.

C. *Commercial General Liability—Form and Content*: Contractor's commercial liability policy shall be written on a 1996 (or later) ISO commercial general liability form (occurrence form) and include the following coverages and endorsements:

1. Products and completed operations coverage:

a. Such insurance shall be maintained for three years after final payment.

b. Contractor shall furnish Owner and each other additional insured (as identified in the Supplementary Conditions or elsewhere in the Contract) evidence of continuation of such insurance at final payment and three years thereafter.

2. Blanket contractual liability coverage, to the extent permitted by law, including but not limited to coverage of Contractor's contractual indemnity obligations in Paragraph 7.18.

3. Broad form property damage coverage.

4. Severability of interest.

5. Underground, explosion, and collapse coverage.

6. Personal injury coverage.

7. Additional insured endorsements that include both ongoing operations and products and completed operations coverage through ISO Endorsements CG 20 10 10 01 and CG 20 37 10 01 (together); or CG 20 10 07 04 and CG 20 37 07 04 (together); or their equivalent.

8. For design professional additional insureds, ISO Endorsement CG 20 32 07 04, "Additional Insured—Engineers, Architects or Surveyors Not Engaged by the Named Insured" or its equivalent.

D. *Automobile liability*: Contractor shall purchase and maintain automobile liability insurance against claims for damages because of bodily injury or death of any person or property damage arising out of the ownership, maintenance, or use of any motor vehicle. The automobile liability policy shall be written on an occurrence basis.

E. *Umbrella or excess liability*: Contractor shall purchase and maintain umbrella or excess liability insurance written over the underlying employer's liability, commercial general liability, and automobile liability insurance described in the paragraphs above. Subject to industry-standard exclusions, the coverage afforded shall follow form as to each and every one of the underlying policies.

F. *Contractor's pollution liability insurance*: Contractor shall purchase and maintain a policy covering third-party injury and property damage claims, including clean-up costs, as a result of pollution conditions arising from Contractor's operations and completed operations. This insurance shall be maintained for no less than three years after final completion.

G. *Additional insureds*: The Contractor's commercial general liability, automobile liability, umbrella or excess, and pollution liability policies shall include and list as additional insureds Owner and Engineer, and any individuals or entities identified in the Supplementary Conditions; include coverage for the respective officers, directors, members, partners, employees, agents, consultants, and subcontractors of each and any of all such additional insureds; and the insurance afforded to these additional insureds shall provide primary coverage for all claims covered thereby (including as applicable those arising from both ongoing and completed operations) on a non-contributory basis. Contractor shall obtain all necessary endorsements to support these requirements.

H. *Contractor's professional liability insurance*: If Contractor will provide or furnish professional services under this Contract, through a delegation of professional design services or otherwise, then Contractor shall be responsible for purchasing and maintaining applicable professional liability insurance. This insurance shall provide protection against claims arising out of performance of professional design or related services, and caused by a negligent error, omission, or act for which the insured party is legally liable. It shall be maintained throughout the duration of the Contract and for a minimum of two years after Substantial Completion. If such professional design services are performed by a Subcontractor, and not by Contractor itself, then the requirements of this paragraph may be satisfied through the purchasing and maintenance of such insurance by such Subcontractor.

I. *General provisions*: The policies of insurance required by this Paragraph 6.03 shall:

1. include at least the specific coverages provided in this Article.

2. be written for not less than the limits of liability provided in this Article and in the Supplementary Conditions, or required by Laws or Regulations, whichever is greater.

3. contain a provision or endorsement that the coverage afforded will not be canceled, materially changed, or renewal refused until at least 10 days prior written notice has been given to Contractor. Within three days of receipt of any such written notice, Contractor shall provide a copy of the notice to Owner, Engineer, and each other insured under the policy.

4. remain in effect at least until final payment (and longer if expressly required in this Article) and at all times thereafter when Contractor may be correcting, removing, or replacing defective Work as a warranty or correction obligation, or otherwise, or returning to the Site to conduct other tasks arising from the Contract Documents.

5. be appropriate for the Work being performed and provide protection from claims that may arise out of or result from Contractor's performance of the Work and Contractor's other obligations under the Contract Documents, whether it is to be performed by Contractor, any Subcontractor or Supplier, or by anyone directly or indirectly employed by any of them to perform any of the Work, or by anyone for whose acts any of them may be liable.

J. The coverage requirements for specific policies of insurance must be met by such policies, and not by reference to excess or umbrella insurance provided in other policies.

6.04 *Owner's Liability Insurance*

A. In addition to the insurance required to be provided by Contractor under Paragraph 6.03, Owner, at Owner's option, may purchase and maintain at Owner's expense Owner's own liability insurance as will protect Owner against claims which may arise from operations under the Contract Documents.

B. Owner's liability policies, if any, operate separately and independently from policies required to be provided by Contractor, and Contractor cannot rely upon Owner's liability policies for any of Contractor's obligations to the Owner, Engineer, or third parties.

6.05 *Property Insurance*

A. *Builder's Risk*: Unless otherwise provided in the Supplementary Conditions, Contractor shall purchase and maintain builder's risk insurance upon the Work on a completed value basis, in the amount of the full insurable replacement cost thereof (subject to such deductible amounts as may be provided in the Supplementary Conditions or required by Laws and Regulations). This insurance shall:

1. include the Owner and Contractor as named insureds, and all Subcontractors, and any individuals or entities required by the Supplementary Conditions to be insured under such builder's risk policy, as insureds or named insureds. For purposes of the remainder of this Paragraph 6.05, Paragraphs 6.06 and 6.07, and any corresponding Supplementary Conditions, the parties required to be insured shall collectively be referred to as "insureds."

2. be written on a builder's risk "all risk" policy form that shall at least include insurance for physical loss or damage to the Work, temporary buildings, falsework, and materials and equipment in transit, and shall insure against at least the following perils or causes of loss: fire; lightning; windstorm; riot; civil commotion; terrorism; vehicle impact; aircraft; smoke; theft; vandalism and malicious mischief; mechanical breakdown, boiler explosion, and artificially generated electric current; earthquake; volcanic activity, and other earth movement; flood; collapse; explosion; debris removal; demolition occasioned by enforcement of Laws and Regulations; water damage (other than that caused by flood); and such other perils or causes of loss as may be specifically required by the Supplementary Conditions. If insurance against mechanical breakdown, boiler explosion, and artificially generated electric current; earthquake; volcanic activity, and other earth movement; or flood, are not commercially available

under builder's risk policies, by endorsement or otherwise, such insurance may be provided through other insurance policies acceptable to Owner and Contractor.

3. cover, as insured property, at least the following: (a) the Work and all materials, supplies, machinery, apparatus, equipment, fixtures, and other property of a similar nature that are to be incorporated into or used in the preparation, fabrication, construction, erection, or completion of the Work, including Owner-furnished or assigned property; (b) spare parts inventory required within the scope of the Contract; and (c) temporary works which are not intended to form part of the permanent constructed Work but which are intended to provide working access to the Site, or to the Work under construction, or which are intended to provide temporary support for the Work under construction, including scaffolding, form work, fences, shoring, falsework, and temporary structures.
4. cover expenses incurred in the repair or replacement of any insured property (including but not limited to fees and charges of engineers and architects).
5. extend to cover damage or loss to insured property while in temporary storage at the Site or in a storage location outside the Site (but not including property stored at the premises of a manufacturer or Supplier).
6. extend to cover damage or loss to insured property while in transit.
7. allow for partial occupation or use of the Work by Owner, such that those portions of the Work that are not yet occupied or used by Owner shall remain covered by the builder's risk insurance.
8. allow for the waiver of the insurer's subrogation rights, as set forth below.
9. provide primary coverage for all losses and damages caused by the perils or causes of loss covered.
10. not include a co-insurance clause.
11. include an exception for ensuing losses from physical damage or loss with respect to any defective workmanship, design, or materials exclusions.
12. include performance/hot testing and start-up.
13. be maintained in effect, subject to the provisions herein regarding Substantial Completion and partial occupancy or use of the Work by Owner, until the Work is complete.

B. *Notice of Cancellation or Change*: All the policies of insurance (and the certificates or other evidence thereof) required to be purchased and maintained in accordance with this Paragraph 6.05 will contain a provision or endorsement that the coverage afforded will not be canceled or materially changed or renewal refused until at least 10 days prior written notice has been given to the purchasing policyholder. Within three days of receipt of any such written notice, the purchasing policyholder shall provide a copy of the notice to each other insured.

C. *Deductibles*: The purchaser of any required builder's risk or property insurance shall pay for costs not covered because of the application of a policy deductible.

D. *Partial Occupancy or Use by Owner*: If Owner will occupy or use a portion or portions of the Work prior to Substantial Completion of all the Work as provided in Paragraph 15.04, then Owner (directly, if it is the purchaser of the builder's risk policy, or through Contractor) will

provide notice of such occupancy or use to the builder's risk insurer. The builder's risk insurance shall not be canceled or permitted to lapse on account of any such partial use or occupancy; rather, those portions of the Work that are occupied or used by Owner may come off the builder's risk policy, while those portions of the Work not yet occupied or used by Owner shall remain covered by the builder's risk insurance.

E. *Additional Insurance*: If Contractor elects to obtain other special insurance to be included in or supplement the builder's risk or property insurance policies provided under this Paragraph 6.05, it may do so at Contractor's expense.

F. *Insurance of Other Property*: If the express insurance provisions of the Contract do not require or address the insurance of a property item or interest, such as tools, construction equipment, or other personal property owned by Contractor, a Subcontractor, or an employee of Contractor or a Subcontractor, then the entity or individual owning such property item will be responsible for deciding whether to insure it, and if so in what amount.

6.06 *Waiver of Rights*

A. All policies purchased in accordance with Paragraph 6.05, expressly including the builder's risk policy, shall contain provisions to the effect that in the event of payment of any loss or damage the insurers will have no rights of recovery against any insureds thereunder, or against Engineer or its consultants, or their officers, directors, members, partners, employees, agents, consultants, or subcontractors. Owner and Contractor waive all rights against each other and the respective officers, directors, members, partners, employees, agents, consultants, and subcontractors of each and any of them, for all losses and damages caused by, arising out of, or resulting from any of the perils or causes of loss covered by such policies and any other property insurance applicable to the Work; and, in addition, waive all such rights against Engineer, its consultants, all Subcontractors, all individuals or entities identified in the Supplementary Conditions as insureds, and the officers, directors, members, partners, employees, agents, consultants, and subcontractors of each and any of them, under such policies for losses and damages so caused. None of the above waivers shall extend to the rights that any party making such waiver may have to the proceeds of insurance held by Owner or Contractor as trustee or fiduciary, or otherwise payable under any policy so issued.

B. Owner waives all rights against Contractor, Subcontractors, and Engineer, and the officers, directors, members, partners, employees, agents, consultants and subcontractors of each and any of them, for:

1. loss due to business interruption, loss of use, or other consequential loss extending beyond direct physical loss or damage to Owner's property or the Work caused by, arising out of, or resulting from fire or other perils whether or not insured by Owner; and

2. loss or damage to the completed Project or part thereof caused by, arising out of, or resulting from fire or other insured peril or cause of loss covered by any property insurance maintained on the completed Project or part thereof by Owner during partial occupancy or use pursuant to Paragraph 15.04, after Substantial Completion pursuant to Paragraph 15.03, or after final payment pursuant to Paragraph 15.06.

C. Any insurance policy maintained by Owner covering any loss, damage or consequential loss referred to in Paragraph 6.06.B shall contain provisions to the effect that in the event of

payment of any such loss, damage, or consequential loss, the insurers will have no rights of recovery against Contractor, Subcontractors, or Engineer, or the officers, directors, members, partners, employees, agents, consultants, or subcontractors of each and any of them.

D. Contractor shall be responsible for assuring that the agreement under which a Subcontractor performs a portion of the Work contains provisions whereby the Subcontractor waives all rights against Owner, Contractor, all individuals or entities identified in the Supplementary Conditions as insureds, the Engineer and its consultants, and the officers, directors, members, partners, employees, agents, consultants, and subcontractors of each and any of them, for all losses and damages caused by, arising out of, relating to, or resulting from any of the perils or causes of loss covered by builder's risk insurance and any other property insurance applicable to the Work.

6.07 *Receipt and Application of Property Insurance Proceeds*

A. Any insured loss under the builder's risk and other policies of insurance required by Paragraph 6.05 will be adjusted and settled with the named insured that purchased the policy. Such named insured shall act as fiduciary for the other insureds, and give notice to such other insureds that adjustment and settlement of a claim is in progress. Any other insured may state its position regarding a claim for insured loss in writing within 15 days after notice of such claim.

B. Proceeds for such insured losses may be made payable by the insurer either jointly to multiple insureds, or to the named insured that purchased the policy in its own right and as fiduciary for other insureds, subject to the requirements of any applicable mortgage clause. A named insured receiving insurance proceeds under the builder's risk and other policies of insurance required by Paragraph 6.05 shall distribute such proceeds in accordance with such agreement as the parties in interest may reach, or as otherwise required under the dispute resolution provisions of this Contract or applicable Laws and Regulations.

C. If no other special agreement is reached, the damaged Work shall be repaired or replaced, the money so received applied on account thereof, and the Work and the cost thereof covered by Change Order, if needed.

ARTICLE 7 – CONTRACTOR'S RESPONSIBILITIES

7.01 *Supervision and Superintendence*

A. Contractor shall supervise, inspect, and direct the Work competently and efficiently, devoting such attention thereto and applying such skills and expertise as may be necessary to perform the Work in accordance with the Contract Documents. Contractor shall be solely responsible for the means, methods, techniques, sequences, and procedures of construction.

B. At all times during the progress of the Work, Contractor shall assign a competent resident superintendent who shall not be replaced without written notice to Owner and Engineer except under extraordinary circumstances.

7.02 *Labor; Working Hours*

A. Contractor shall provide competent, suitably qualified personnel to survey and lay out the Work and perform construction as required by the Contract Documents. Contractor shall at all times maintain good discipline and order at the Site.

B. 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 during regular working hours, 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 Owner's written consent, which will not be unreasonably withheld.

7.03 *Services, Materials, and Equipment*

A. Unless otherwise specified in the Contract Documents, Contractor shall provide and assume full responsibility for all services, materials, equipment, labor, transportation, construction equipment and machinery, tools, appliances, fuel, power, light, heat, telephone, water, sanitary facilities, temporary facilities, and all other facilities and incidentals necessary for the performance, testing, start up, and completion of the Work, whether or not such items are specifically called for in the Contract Documents.

B. All materials and equipment incorporated into the Work shall be of good quality and new, except as otherwise provided in the Contract Documents. All special warranties and guarantees required by the Specifications shall expressly run to the benefit of Owner. If required by Engineer, Contractor shall furnish satisfactory evidence (including reports of required tests) as to the source, kind, and quality of materials and equipment.

C. All materials and equipment shall be stored, applied, installed, connected, erected, protected, used, cleaned, and conditioned in accordance with instructions of the applicable Supplier, except as otherwise may be provided in the Contract Documents.

7.04 *"Or Equals"*

A. Whenever an item of material or equipment is specified or described in the Contract Documents by using the name of a proprietary item or the name of a particular Supplier, the Contract Price has been based upon Contractor furnishing such item as specified. The specification or description of such an item is intended to establish the type, function, appearance, and quality required. Unless the specification or description contains or is followed by words reading that no like, equivalent, or "or equal" item is permitted, Contractor may request that Engineer authorize the use of other items of material or equipment, or items from other proposed suppliers under the circumstances described below.

1. If Engineer in its sole discretion determines that an item of material or equipment proposed by Contractor is functionally equal to that named and sufficiently similar so that no change in related Work will be required, Engineer shall deem it an "or equal" item. For the purposes of this paragraph, a proposed item of material or equipment will be considered functionally equal to an item so named if:

a. in the exercise of reasonable judgment Engineer determines that:

1) it is at least equal in materials of construction, quality, durability, appearance, strength, and design characteristics;

2) it will reliably perform at least equally well the function and achieve the results imposed by the design concept of the completed Project as a functioning whole;

3) it has a proven record of performance and availability of responsive service; and

4) it is not objectionable to Owner.

b. Contractor certifies that, if approved and incorporated into the Work:

1) there will be no increase in cost to the Owner or increase in Contract Times; and

2) it will conform substantially to the detailed requirements of the item named in the Contract Documents.

B. *Contractor's Expense*: Contractor shall provide all data in support of any proposed "or equal" item at Contractor's expense.

C. *Engineer's Evaluation and Determination*: Engineer will be allowed a reasonable time to evaluate each "or-equal" request. Engineer may require Contractor to furnish additional data about the proposed "or-equal" item. Engineer will be the sole judge of acceptability. No "or-equal" item will be ordered, furnished, installed, or utilized until Engineer's review is complete and Engineer determines that the proposed item is an "or-equal", which will be evidenced by an approved Shop Drawing or other written communication. Engineer will advise Contractor in writing of any negative determination.

D. *Effect of Engineer's Determination*: Neither approval nor denial of an "or-equal" request shall result in any change in Contract Price. The Engineer's denial of an "or-equal" request shall be final and binding, and may not be reversed through an appeal under any provision of the Contract Documents.

E. *Treatment as a Substitution Request*: If Engineer determines that an item of material or equipment proposed by Contractor does not qualify as an "or-equal" item, Contractor may request that Engineer considered the proposed item as a substitute pursuant to Paragraph 7.05.

7.05 *Substitutes*

A. Unless the specification or description of an item of material or equipment required to be furnished under the Contract Documents contains or is followed by words reading that no substitution is permitted, Contractor may request that Engineer authorize the use of other items of material or equipment under the circumstances described below. To the extent possible such requests shall be made before commencement of related construction at the Site.

1. Contractor shall submit sufficient information as provided below to allow Engineer to determine if the item of material or equipment proposed is functionally equivalent to that named and an acceptable substitute therefor. Engineer will not accept requests for review of proposed substitute items of material or equipment from anyone other than Contractor.

2. The requirements for review by Engineer will be as set forth in Paragraph 7.05.B, as supplemented by the Specifications, and as Engineer may decide is appropriate under the circumstances.

3. Contractor shall make written application to Engineer for review of a proposed substitute item of material or equipment that Contractor seeks to furnish or use. The application:

a. shall certify that the proposed substitute item will:

1) perform adequately the functions and achieve the results called for by the general design,

2) be similar in substance to that specified, and

3) be suited to the same use as that specified.

b. will state:

1) the extent, if any, to which the use of the proposed substitute item will necessitate a change in Contract Times,

2) whether use of the proposed substitute item in the Work will require a change in any of the Contract Documents (or in the provisions of any other direct contract with Owner for other work on the Project) to adapt the design to the proposed substitute item, and

3) whether incorporation or use of the proposed substitute item in connection with the Work is subject to payment of any license fee or royalty.

c. will identify:

1) all variations of the proposed substitute item from that specified, and

2) available engineering, sales, maintenance, repair, and replacement services.

d. shall contain an itemized estimate of all costs or credits that will result directly or indirectly from use of such substitute item, including but not limited to changes in Contract Price, shared savings, costs of redesign, and claims of other contractors affected by any resulting change.

B. *Engineer's Evaluation and Determination*: Engineer will be allowed a reasonable time to evaluate each substitute request, and to obtain comments and direction from Owner. Engineer may require Contractor to furnish additional data about the proposed substitute item. Engineer will be the sole judge of acceptability. No substitute will be ordered, furnished, installed, or utilized until Engineer's review is complete and Engineer determines that the proposed item is an acceptable substitute. Engineer's determination will be evidenced by a Field Order or a proposed Change Order accounting for the substitution itself and all related impacts, including changes in Contract Price or Contract Times. Engineer will advise Contractor in writing of any negative determination.

C. *Special Guarantee*: Owner may require Contractor to furnish at Contractor's expense a special performance guarantee or other surety with respect to any substitute.

D. *Reimbursement of Engineer's Cost*: Engineer will record Engineer's costs in evaluating a substitute proposed or submitted by Contractor. Whether or not Engineer approves a substitute so proposed or submitted by Contractor, Contractor shall reimburse Owner for the reasonable charges of Engineer for evaluating each such proposed substitute. Contractor shall also reimburse Owner for the reasonable charges of Engineer for making changes in the Contract Documents (or in the provisions of any other direct contract with Owner) resulting from the acceptance of each proposed substitute.

E. *Contractor's Expense*: Contractor shall provide all data in support of any proposed substitute at Contractor's expense.

F. *Effect of Engineer's Determination*: If Engineer approves the substitution request, Contractor shall execute the proposed Change Order and proceed with the substitution. The Engineer's denial of a substitution request shall be final and binding, and may not be reversed through an appeal under any provision of the Contract Documents. Contractor may challenge the scope of reimbursement costs imposed under Paragraph 7.05.D, by timely submittal of a Change Proposal.

7.06 *Concerning Subcontractors, Suppliers, and Others*

A. Contractor may retain Subcontractors and Suppliers for the performance of parts of the Work. Such Subcontractors and Suppliers must be acceptable to Owner.

B. Contractor shall retain specific Subcontractors, Suppliers, or other individuals or entities for the performance of designated parts of the Work if required by the Contract to do so.

C. Subsequent to the submittal of Contractor's Bid or final negotiation of the terms of the Contract, Owner may not require Contractor to retain any Subcontractor, Supplier, or other individual or entity to furnish or perform any of the Work against which Contractor has reasonable objection.

D. Prior to entry into any binding subcontract or purchase order, Contractor shall submit to Owner the identity of the proposed Subcontractor or Supplier (unless Owner has already deemed such proposed Subcontractor or Supplier acceptable, during the bidding process or otherwise). Such proposed Subcontractor or Supplier shall be deemed acceptable to Owner unless Owner raises a substantive, reasonable objection within five days.

E. Owner may require the replacement of any Subcontractor, Supplier, or other individual or entity retained by Contractor to perform any part of the Work. Owner also may require Contractor to retain specific replacements; provided, however, that Owner may not require a replacement to which Contractor has a reasonable objection. If Contractor has submitted the identity of certain Subcontractors, Suppliers, or other individuals or entities for acceptance by Owner, and Owner has accepted it (either in writing or by failing to make written objection thereto), then Owner may subsequently revoke the acceptance of any such Subcontractor, Supplier, or other individual or entity so identified solely on the basis of substantive, reasonable objection after due investigation. Contractor shall submit an acceptable replacement for the rejected Subcontractor, Supplier, or other individual or entity.

F. If Owner requires the replacement of any Subcontractor, Supplier, or other individual or entity retained by Contractor to perform any part of the Work, then Contractor shall be entitled to an adjustment in Contract Price or Contract Times, or both, with respect to the replacement; and Contractor shall initiate a Change Proposal for such adjustment within 30 days of Owner's requirement of replacement.

G. No acceptance by Owner of any such Subcontractor, Supplier, or other individual or entity, whether initially or as a replacement, shall constitute a waiver of the right of Owner to the completion of the Work in accordance with the Contract Documents.

H. On a monthly basis Contractor shall submit to Engineer a complete list of all Subcontractors and Suppliers having a direct contract with Contractor, and of all other Subcontractors and Suppliers known to Contractor at the time of submittal.

I. Contractor shall be fully responsible to Owner and Engineer for all acts and omissions of the Subcontractors, Suppliers, and other individuals or entities performing or furnishing any of the Work just as Contractor is responsible for Contractor's own acts and omissions.

J. Contractor shall be solely responsible for scheduling and coordinating the work of Subcontractors, Suppliers, and all other individuals or entities performing or furnishing any of the Work.

K. Contractor shall restrict all Subcontractors, Suppliers, and such other individuals or entities performing or furnishing any of the Work from communicating with Engineer or Owner, except through Contractor or in case of an emergency, or as otherwise expressly allowed herein.

L. The divisions and sections of the Specifications and the identifications of any Drawings shall not control Contractor in dividing the Work among Subcontractors or Suppliers or delineating the Work to be performed by any specific trade.

M. All Work performed for Contractor by a Subcontractor or Supplier shall be pursuant to an appropriate contractual agreement that specifically binds the Subcontractor or Supplier to the applicable terms and conditions of the Contract Documents for the benefit of Owner and Engineer.

N. Owner may furnish to any Subcontractor or Supplier, to the extent practicable, information about amounts paid to Contractor on account of Work performed for Contractor by the particular Subcontractor or Supplier.

O. Nothing in the Contract Documents:

1. shall create for the benefit of any such Subcontractor, Supplier, or other individual or entity any contractual relationship between Owner or Engineer and any such Subcontractor, Supplier, or other individual or entity; nor

2. shall create any obligation on the part of Owner or Engineer to pay or to see to the payment of any money due any such Subcontractor, Supplier, or other individual or entity except as may otherwise be required by Laws and Regulations.

7.07 *Patent Fees and Royalties*

A. Contractor shall pay all license fees and royalties and assume all costs incident to the use in the performance of the Work or the incorporation in the Work of any invention, design, process, product, or device which is the subject of patent rights or copyrights held by others. If a particular invention, design, process, product, or device is specified in the Contract Documents for use in the performance of the Work and if, to the actual knowledge of Owner or Engineer, its use is subject to patent rights or copyrights calling for the payment of any license fee or royalty to others, the existence of such rights shall be disclosed by Owner in the Contract Documents.

B. To the fullest extent permitted by Laws and Regulations, Owner shall indemnify and hold harmless Contractor, and its officers, directors, members, partners, employees, agents, consultants, and subcontractors from and against all claims, costs, losses, and damages (including but not limited to all fees and charges of engineers, architects, attorneys, and other professionals, and all court or arbitration or other dispute resolution costs) arising out of or relating to any infringement of patent rights or copyrights incident to the use in the performance of the Work or resulting from the incorporation in the Work of any invention, design, process, product, or device specified in the Contract Documents, but not

identified as being subject to payment of any license fee or royalty to others required by patent rights or copyrights.

C. To the fullest extent permitted by Laws and Regulations, Contractor shall indemnify and hold harmless Owner and Engineer, and the officers, directors, members, partners, employees, agents, consultants and subcontractors of each and any of them from and against all claims, costs, losses, and damages (including but not limited to all fees and charges of engineers, architects, attorneys, and other professionals and all court or arbitration or other dispute resolution costs) arising out of or relating to any infringement of patent rights or copyrights incident to the use in the performance of the Work or resulting from the incorporation in the Work of any invention, design, process, product, or device not specified in the Contract Documents.

7.08 *Permits*

A. Unless otherwise provided in the Contract Documents, Contractor shall obtain and pay for all construction permits and licenses. Owner shall assist Contractor, when necessary, in obtaining such permits and licenses. Contractor shall pay all governmental charges and inspection fees necessary for the prosecution of the Work which are applicable at the time of the submission of Contractor's Bid (or when Contractor became bound under a negotiated contract). Owner shall pay all charges of utility owners for connections for providing permanent service to the Work

7.09 *Taxes*

A. Contractor shall pay all sales, consumer, use, and other similar taxes required to be paid by Contractor in accordance with the Laws and Regulations of the place of the Project which are applicable during the performance of the Work.

7.10 *Laws and Regulations*

A. Contractor shall give all notices required by and shall comply with all Laws and Regulations applicable to the performance of the Work. Except where otherwise expressly required by applicable Laws and Regulations, neither Owner nor Engineer shall be responsible for monitoring Contractor's compliance with any Laws or Regulations.

B. If Contractor performs any Work or takes any other action knowing or having reason to know that it is contrary to Laws or Regulations, Contractor shall bear all resulting costs and losses, and shall indemnify and hold harmless Owner and Engineer, and the officers, directors, members, partners, employees, agents, consultants, and subcontractors of each and any of them from and against all claims, costs, losses, and damages (including but not limited to all fees and charges of engineers, architects, attorneys, and other professionals and all court or arbitration or other dispute resolution costs) arising out of or relating to such Work or other action. It shall not be Contractor's responsibility to make certain that the Work described in the Contract Documents is in accordance with Laws and Regulations, but this shall not relieve Contractor of Contractor's obligations under Paragraph 3.03.

C. Owner or Contractor may give notice to the other party of any changes after the submission of Contractor's Bid (or after the date when Contractor became bound under a negotiated contract) in Laws or Regulations having an effect on the cost or time of performance of the Work, including but not limited to changes in Laws or Regulations having an effect on procuring permits and on sales, use, value-added, consumption, and other similar taxes. If Owner and Contractor are unable to agree on entitlement to or on the amount or extent, if any, of any adjustment in Contract Price or Contract Times

resulting from such changes, then within 30 days of such notice Contractor may submit a Change Proposal, or Owner may initiate a Claim.

7.11 *Record Documents*

A. Contractor shall maintain in a safe place at the Site one printed record copy of all Drawings, Specifications, Addenda, Change Orders, Work Change Directives, Field Orders, written interpretations and clarifications, and approved Shop Drawings. Contractor shall keep such record documents in good order and annotate them to show changes made during construction. These record documents, together with all approved Samples, will be available to Engineer for reference. Upon completion of the Work, Contractor shall deliver these record documents to Engineer.

7.12 *Safety and Protection*

A. Contractor shall be solely responsible for initiating, maintaining, and supervising all safety precautions and programs in connection with the Work. Such responsibility does not relieve Subcontractors of their responsibility for the safety of persons or property in the performance of their work, nor for compliance with applicable safety Laws and Regulations. Contractor shall take all necessary precautions for the safety of, and shall provide the necessary protection to prevent damage, injury, or loss to:

1. all persons on the Site or who may be affected by the Work;

2. all the Work and materials and equipment to be incorporated therein, whether in storage on or off the Site; and

3. other property at the Site or adjacent thereto, including trees, shrubs, lawns, walks, pavements, roadways, structures, other work in progress, utilities, and Underground Facilities not designated for removal, relocation, or replacement in the course of construction.

B. Contractor shall comply with all applicable Laws and Regulations relating to the safety of persons or property, or to the protection of persons or property from damage, injury, or loss; and shall erect and maintain all necessary safeguards for such safety and protection. Contractor shall notify Owner; the owners of adjacent property, Underground Facilities, and other utilities; and other contractors and utility owners performing work at or adjacent to the Site, when prosecution of the Work may affect them, and shall cooperate with them in the protection, removal, relocation, and replacement of their property or work in progress.

C. Contractor shall comply with the applicable requirements of Owner's safety programs, if any. The Supplementary Conditions identify any Owner's safety programs that are applicable to the Work.

D. Contractor shall inform Owner and Engineer of the specific requirements of Contractor's safety program with which Owner's and Engineer's employees and representatives must comply while at the Site.

E. All damage, injury, or loss to any property referred to in Paragraph 7.12.A.2 or 7.12.A.3 caused, directly or indirectly, in whole or in part, by Contractor, any Subcontractor, Supplier, or any other individual or entity directly or indirectly employed by any of them to perform any of the Work, or anyone for whose acts any of them may be liable, shall be remedied by Contractor at its expense (except damage or loss attributable to the fault of Drawings or Specifications or to the acts or omissions of Owner or Engineer or anyone

employed by any of them, or anyone for whose acts any of them may be liable, and not attributable, directly or indirectly, in whole or in part, to the fault or negligence of Contractor or any Subcontractor, Supplier, or other individual or entity directly or indirectly employed by any of them).

F. Contractor's duties and responsibilities for safety and protection shall continue until such time as all the Work is completed and Engineer has issued a notice to Owner and Contractor in accordance with Paragraph 15.06.B that the Work is acceptable (except as otherwise expressly provided in connection with Substantial Completion).

G. Contractor's duties and responsibilities for safety and protection shall resume whenever Contractor or any Subcontractor or Supplier returns to the Site to fulfill warranty or correction obligations, or to conduct other tasks arising from the Contract Documents.

7.13 *Safety Representative*

A. Contractor shall designate a qualified and experienced safety representative at the Site whose duties and responsibilities shall be the prevention of accidents and the maintaining and supervising of safety precautions and programs.

7.14 *Hazard Communication Programs*

A. Contractor shall be responsible for coordinating any exchange of material safety data sheets or other hazard communication information required to be made available to or exchanged between or among employers at the Site in accordance with Laws or Regulations.

7.15 *Emergencies*

A. In emergencies affecting the safety or protection of persons or the Work or property at the Site or adjacent thereto, Contractor is obligated to act to prevent threatened damage, injury, or loss. Contractor shall give Engineer prompt written notice if Contractor believes that any significant changes in the Work or variations from the Contract Documents have been caused thereby or are required as a result thereof. If Engineer determines that a change in the Contract Documents is required because of the action taken by Contractor in response to such an emergency, a Work Change Directive or Change Order will be issued.

7.16 *Shop Drawings, Samples, and Other Submittals*

A. *Shop Drawing and Sample Submittal Requirements*:

1. Before submitting a Shop Drawing or Sample, Contractor shall have:

a. reviewed and coordinated the Shop Drawing or Sample with other Shop Drawings and Samples and with the requirements of the Work and the Contract Documents;

b. determined and verified all field measurements, quantities, dimensions, specified performance and design criteria, installation requirements, materials, catalog numbers, and similar information with respect thereto;

c. determined and verified the suitability of all materials and equipment offered with respect to the indicated application, fabrication, shipping, handling, storage, assembly, and installation pertaining to the performance of the Work; and

d. determined and verified all information relative to Contractor's responsibilities for means, methods, techniques, sequences, and procedures of construction, and safety precautions and programs incident thereto.

2. Each submittal shall bear a stamp or specific written certification that Contractor has satisfied Contractor's obligations under the Contract Documents with respect to Contractor's review of that submittal, and that Contractor approves the submittal.

3. With each submittal, Contractor shall give Engineer specific written notice of any variations that the Shop Drawing or Sample may have from the requirements of the Contract Documents. This notice shall be set forth in a written communication separate from the Shop Drawings or Sample submittal; and, in addition, in the case of Shop Drawings by a specific notation made on each Shop Drawing submitted to Engineer for review and approval of each such variation.

B. *Submittal Procedures for Shop Drawings and Samples*: Contractor shall submit Shop Drawings and Samples to Engineer for review and approval in accordance with the accepted Schedule of Submittals. Each submittal will be identified as Engineer may require.

1. *Shop Drawings*:

a. Contractor shall submit the number of copies required in the Specifications.

b. Data shown on the Shop Drawings will be complete with respect to quantities, dimensions, specified performance and design criteria, materials, and similar data to show Engineer the services, materials, and equipment Contractor proposes to provide and to enable Engineer to review the information for the limited purposes required by Paragraph 7.16.D.

2. *Samples*:

a. Contractor shall submit the number of Samples required in the Specifications.

b. Contractor shall clearly identify each Sample as to material, Supplier, pertinent data such as catalog numbers, the use for which intended and other data as Engineer may require to enable Engineer to review the submittal for the limited purposes required by Paragraph 7.16.D.

3. Where a Shop Drawing or Sample is required by the Contract Documents or the Schedule of Submittals, any related Work performed prior to Engineer's review and approval of the pertinent submittal will be at the sole expense and responsibility of Contractor.

C. *Other Submittals*: Contractor shall submit other submittals to Engineer in accordance with the accepted Schedule of Submittals, and pursuant to the applicable terms of the Specifications.

D. *Engineer's Review*:

1. Engineer will provide timely review of Shop Drawings and Samples in accordance with the Schedule of Submittals acceptable to Engineer. Engineer's review and approval will be only to determine if the items covered by the submittals will, after installation or incorporation in the Work, conform to the information given in the Contract Documents and be compatible with the design concept of the completed Project as a functioning whole as indicated by the Contract Documents.

2. Engineer's review and approval will not extend to means, methods, techniques, sequences, or procedures of construction or to safety precautions or programs incident thereto.

3. Engineer's review and approval of a separate item as such will not indicate approval of the assembly in which the item functions.

4. Engineer's review and approval of a Shop Drawing or Sample shall not relieve Contractor from responsibility for any variation from the requirements of the Contract Documents unless Contractor has complied with the requirements of Paragraph 7.16.A.3 and Engineer has given written approval of each such variation by specific written notation thereof incorporated in or accompanying the Shop Drawing or Sample. Engineer will document any such approved variation from the requirements of the Contract Documents in a Field Order.

5. Engineer's review and approval of a Shop Drawing or Sample shall not relieve Contractor from responsibility for complying with the requirements of Paragraph 7.16.A and B.

6. Engineer's review and approval of a Shop Drawing or Sample, or of a variation from the requirements of the Contract Documents, shall not, under any circumstances, change the Contract Times or Contract Price, unless such changes are included in a Change Order.

7. Neither Engineer's receipt, review, acceptance or approval of a Shop Drawing, Sample, or other submittal shall result in such item becoming a Contract Document.

8. Contractor shall perform the Work in compliance with the requirements and commitments set forth in approved Shop Drawings and Samples, subject to the provisions of Paragraph 7.16.D.4.

E. *Resubmittal Procedures*:

1. Contractor shall make corrections required by Engineer and shall return the required number of corrected copies of Shop Drawings and submit, as required, new Samples for review and approval. Contractor shall direct specific attention in writing to revisions other than the corrections called for by Engineer on previous submittals.

2. Contractor shall furnish required submittals with sufficient information and accuracy to obtain required approval of an item with no more than three submittals. Engineer will record Engineer's time for reviewing a fourth or subsequent submittal of a Shop Drawings, sample, or other item requiring approval, and Contractor shall be responsible for Engineer's charges to Owner for such time. Owner may impose a set-off against payments due to Contractor to secure reimbursement for such charges.

3. If Contractor requests a change of a previously approved submittal item, Contractor shall be responsible for Engineer's charges to Owner for its review time, and Owner may impose a set-off against payments due to Contractor to secure reimbursement for such charges, unless the need for such change is beyond the control of Contractor.

7.17 *Contractor's General Warranty and Guarantee*

A. Contractor warrants and guarantees to Owner that all Work will be in accordance with the Contract Documents and will not be defective. Engineer and its officers, directors,

members, partners, employees, agents, consultants, and subcontractors shall be entitled to rely on Contractor's warranty and guarantee.

B. Contractor's warranty and guarantee hereunder excludes defects or damage caused by:

1. abuse, modification, or improper maintenance or operation by persons other than Contractor, Subcontractors, Suppliers, or any other individual or entity for whom Contractor is responsible; or

2. normal wear and tear under normal usage.

C. Contractor's obligation to perform and complete the Work in accordance with the Contract Documents shall be absolute. None of the following will constitute an acceptance of Work that is not in accordance with the Contract Documents or a release of Contractor's obligation to perform the Work in accordance with the Contract Documents:

1. observations by Engineer;

2. recommendation by Engineer or payment by Owner of any progress or final payment;

3. the issuance of a certificate of Substantial Completion by Engineer or any payment related thereto by Owner;

4. use or occupancy of the Work or any part thereof by Owner;

5. any review and approval of a Shop Drawing or Sample submittal;

6. the issuance of a notice of acceptability by Engineer;

7. any inspection, test, or approval by others; or

8. any correction of defective Work by Owner.

D. If the Contract requires the Contractor to accept the assignment of a contract entered into by Owner, then the specific warranties, guarantees, and correction obligations contained in the assigned contract shall govern with respect to Contractor's performance obligations to Owner for the Work described in the assigned contract.

7.18 *Indemnification*

A. To the fullest extent permitted by Laws and Regulations, and in addition to any other obligations of Contractor under the Contract or otherwise, Contractor shall indemnify and hold harmless Owner and Engineer, and the officers, directors, members, partners, employees, agents, consultants and subcontractors of each and any of them from and against all claims, costs, losses, and damages (including but not limited to all fees and charges of engineers, architects, attorneys, and other professionals and all court or arbitration or other dispute resolution costs) arising out of or relating to the performance of the Work, provided that any such claim, cost, loss, or damage is attributable to bodily injury, sickness, disease, or death, or to injury to or destruction of tangible property (other than the Work itself), including the loss of use resulting therefrom but only to the extent caused by any negligent act or omission of Contractor, any Subcontractor, any Supplier, or any individual or entity directly or indirectly employed by any of them to perform any of the Work or anyone for whose acts any of them may be liable.

B. In any and all claims against Owner or Engineer or any of their officers, directors, members, partners, employees, agents, consultants, or subcontractors by any employee (or the survivor or personal representative of such employee) of Contractor, any Subcontractor, any Supplier, or any individual or entity directly or indirectly employed by any of them to

perform any of the Work, or anyone for whose acts any of them may be liable, the indemnification obligation under Paragraph 7.18.A shall not be limited in any way by any limitation on the amount or type of damages, compensation, or benefits payable by or for Contractor or any such Subcontractor, Supplier, or other individual or entity under workers' compensation acts, disability benefit acts, or other employee benefit acts.

C. The indemnification obligations of Contractor under Paragraph 7.18.A shall not extend to the liability of Engineer and Engineer's officers, directors, members, partners, employees, agents, consultants and subcontractors arising out of:

1. the preparation or approval of, or the failure to prepare or approve maps, Drawings, opinions, reports, surveys, Change Orders, designs, or Specifications; or

2. giving directions or instructions, or failing to give them, if that is the primary cause of the injury or damage.

7.19 *Delegation of Professional Design Services*

A. Contractor will not be required to provide professional design services unless such services are specifically required by the Contract Documents for a portion of the Work or unless such services are required to carry out Contractor's responsibilities for construction means, methods, techniques, sequences and procedures. Contractor shall not be required to provide professional services in violation of applicable Laws and Regulations.

B. If professional design services or certifications by a design professional related to systems, materials, or equipment are specifically required of Contractor by the Contract Documents, Owner and Engineer will specify all performance and design criteria that such services must satisfy. Contractor shall cause such services or certifications to be provided by a properly licensed professional, whose signature and seal shall appear on all drawings, calculations, specifications, certifications, and other submittals prepared by such professional. Shop Drawings and other submittals related to the Work designed or certified by such professional, if prepared by others, shall bear such professional's written approval when submitted to Engineer.

C. Owner and Engineer shall be entitled to rely upon the adequacy, accuracy, and completeness of the services, certifications, or approvals performed by such design professionals, provided Owner and Engineer have specified to Contractor all performance and design criteria that such services must satisfy.

D. Pursuant to this paragraph, Engineer's review and approval of design calculations and design drawings will be only for the limited purpose of checking for conformance with performance and design criteria given and the design concept expressed in the Contract Documents. Engineer's review and approval of Shop Drawings and other submittals (except design calculations and design drawings) will be only for the purpose stated in Paragraph 7.16.D.1.

E. Contractor shall not be responsible for the adequacy of the performance or design criteria specified by Owner or Engineer.

ARTICLE 8 – OTHER WORK AT THE SITE

8.01 *Other Work*

A. In addition to and apart from the Work under the Contract Documents, the Owner may perform other work at or adjacent to the Site. Such other work may be performed by

Owner's employees, or through contracts between the Owner and third parties. Owner may also arrange to have third-party utility owners perform work on their utilities and facilities at or adjacent to the Site.

B. If Owner performs other work at or adjacent to the Site with Owner's employees, or through contracts for such other work, then Owner shall give Contractor written notice thereof prior to starting any such other work. If Owner has advance information regarding the start of any utility work at or adjacent to the Site, Owner shall provide such information to Contractor.

C. Contractor shall afford each other contractor that performs such other work, each utility owner performing other work, and Owner, if Owner is performing other work with Owner's employees, proper and safe access to the Site, and provide a reasonable opportunity for the introduction and storage of materials and equipment and the execution of such other work. Contractor shall do all cutting, fitting, and patching of the Work that may be required to properly connect or otherwise make its several parts come together and properly integrate with such other work. Contractor shall not endanger any work of others by cutting, excavating, or otherwise altering such work; provided, however, that Contractor may cut or alter others' work with the written consent of Engineer and the others whose work will be affected.

D. If the proper execution or results of any part of Contractor's Work depends upon work performed by others under this Article 8, Contractor shall inspect such other work and promptly report to Engineer in writing any delays, defects, or deficiencies in such other work that render it unavailable or unsuitable for the proper execution and results of Contractor's Work. Contractor's failure to so report will constitute an acceptance of such other work as fit and proper for integration with Contractor's Work except for latent defects and deficiencies in such other work.

8.02 *Coordination*

A. If Owner intends to contract with others for the performance of other work at or adjacent to the Site, to perform other work at or adjacent to the Site with Owner's employees, or to arrange to have utility owners perform work at or adjacent to the Site, the following will be set forth in the Supplementary Conditions or provided to Contractor prior to the start of any such other work:

1. the identity of the individual or entity that will have authority and responsibility for coordination of the activities among the various contractors;

2. an itemization of the specific matters to be covered by such authority and responsibility; and

3. the extent of such authority and responsibilities.

B. Unless otherwise provided in the Supplementary Conditions, Owner shall have sole authority and responsibility for such coordination.

8.03 *Legal Relationships*

A. If, in the course of performing other work at or adjacent to the Site for Owner, the Owner's employees, any other contractor working for Owner, or any utility owner for whom the Owner is responsible causes damage to the Work or to the property of Contractor or its Subcontractors, or delays, disrupts, interferes with, or increases the scope or cost of the performance of the Work, through actions or inaction, then Contractor shall be entitled to

an equitable adjustment in the Contract Price or the Contract Times, or both. Contractor must submit any Change Proposal seeking an equitable adjustment in the Contract Price or the Contract Times under this paragraph within 30 days of the damaging, delaying, disrupting, or interfering event. The entitlement to, and extent of, any such equitable adjustment shall take into account information (if any) regarding such other work that was provided to Contractor in the Contract Documents prior to the submittal of the Bid or the final negotiation of the terms of the Contract. When applicable, any such equitable adjustment in Contract Price shall be conditioned on Contractor assigning to Owner all Contractor's rights against such other contractor or utility owner with respect to the damage, delay, disruption, or interference that is the subject of the adjustment. Contractor's entitlement to an adjustment of the Contract Times is conditioned on such adjustment being essential to Contractor's ability to complete the Work within the Contract Times.

B. Contractor shall take reasonable and customary measures to avoid damaging, delaying, disrupting, or interfering with the work of Owner, any other contractor, or any utility owner performing other work at or adjacent to the Site. If Contractor fails to take such measures and as a result damages, delays, disrupts, or interferes with the work of any such other contractor or utility owner, then Owner may impose a set-off against payments due to Contractor, and assign to such other contractor or utility owner the Owner's contractual rights against Contractor with respect to the breach of the obligations set forth in this paragraph.

C. When Owner is performing other work at or adjacent to the Site with Owner's employees, Contractor shall be liable to Owner for damage to such other work, and for the reasonable direct delay, disruption, and interference costs incurred by Owner as a result of Contractor's failure to take reasonable and customary measures with respect to Owner's other work. In response to such damage, delay, disruption, or interference, Owner may impose a set-off against payments due to Contractor.

D. If Contractor damages, delays, disrupts, or interferes with the work of any other contractor, or any utility owner performing other work at or adjacent to the Site, through Contractor's failure to take reasonable and customary measures to avoid such impacts, or if any claim arising out of Contractor's actions, inactions, or negligence in performance of the Work at or adjacent to the Site is made by any such other contractor or utility owner against Contractor, Owner, or Engineer, then Contractor shall (1) promptly attempt to settle the claim as to all parties through negotiations with such other contractor or utility owner, or otherwise resolve the claim by arbitration or other dispute resolution proceeding or at law, and (2) indemnify and hold harmless Owner and Engineer, and the officers, directors, members, partners, employees, agents, consultants and subcontractors of each and any of them from and against any such claims, and against all costs, losses, and damages (including but not limited to all fees and charges of engineers, architects, attorneys, and other professionals and all court or arbitration or other dispute resolution costs) arising out of or relating to such damage, delay, disruption, or interference.

ARTICLE 9 – OWNER'S RESPONSIBILITIES

9.01 *Communications to Contractor*

A. Except as otherwise provided in these General Conditions, Owner shall issue all communications to Contractor through Engineer.

9.02 *Replacement of Engineer*

A. Owner may at its discretion appoint an engineer to replace Engineer, provided Contractor makes no reasonable objection to the replacement engineer. The replacement engineer's status under the Contract Documents shall be that of the former Engineer.

9.03 *Furnish Data*

A. Owner shall promptly furnish the data required of Owner under the Contract Documents.

9.04 *Pay When Due*

A. Owner shall make payments to Contractor when they are due as provided in the Agreement.

9.05 *Lands and Easements; Reports, Tests, and Drawings*

A. Owner's duties with respect to providing lands and easements are set forth in Paragraph 5.01.

B. Owner's duties with respect to providing engineering surveys to establish reference points are set forth in Paragraph 4.03.

C. Article 5 refers to Owner's identifying and making available to Contractor copies of reports of explorations and tests of conditions at the Site, and drawings of physical conditions relating to existing surface or subsurface structures at the Site.

9.06 *Insurance*

A. Owner's responsibilities, if any, with respect to purchasing and maintaining liability and property insurance are set forth in Article 6.

9.07 *Change Orders*

A. Owner's responsibilities with respect to Change Orders are set forth in Article 11.

9.08 *Inspections, Tests, and Approvals*

A. Owner's responsibility with respect to certain inspections, tests, and approvals is set forth in Paragraph 14.02.B.

9.09 *Limitations on Owner's Responsibilities*

A. The Owner shall not supervise, direct, or have control or authority over, nor be responsible for, Contractor's means, methods, techniques, sequences, or procedures of construction, or the safety precautions and programs incident thereto, or for any failure of Contractor to comply with Laws and Regulations applicable to the performance of the Work. Owner will not be responsible for Contractor's failure to perform the Work in accordance with the Contract Documents.

9.10 *Undisclosed Hazardous Environmental Condition*

A. Owner's responsibility in respect to an undisclosed Hazardous Environmental Condition is set forth in Paragraph 5.06.

9.11 *Evidence of Financial Arrangements*

A. Upon request of Contractor, Owner shall furnish Contractor reasonable evidence that financial arrangements have been made to satisfy Owner's obligations under the Contract Documents (including obligations under proposed changes in the Work).

9.12 *Safety Programs*

A. While at the Site, Owner's employees and representatives shall comply with the specific applicable requirements of Contractor's safety programs of which Owner has been informed.

B. Owner shall furnish copies of any applicable Owner safety programs to Contractor.

ARTICLE 10 – ENGINEER'S STATUS DURING CONSTRUCTION

10.01 *Owner's Representative*

A. Engineer will be Owner's representative during the construction period. The duties and responsibilities and the limitations of authority of Engineer as Owner's representative during construction are set forth in the Contract.

10.02 *Visits to Site*

A. Engineer will make visits to the Site at intervals appropriate to the various stages of construction as Engineer deems necessary in order to observe as an experienced and qualified design professional the progress that has been made and the quality of the various aspects of Contractor's executed Work. Based on information obtained during such visits and observations, Engineer, for the benefit of Owner, will determine, in general, if the Work is proceeding in accordance with the Contract Documents. Engineer will not be required to make exhaustive or continuous inspections on the Site to check the quality or quantity of the Work. Engineer's efforts will be directed toward providing for Owner a greater degree of confidence that the completed Work will conform generally to the Contract Documents. On the basis of such visits and observations, Engineer will keep Owner informed of the progress of the Work and will endeavor to guard Owner against defective Work.

B. Engineer's visits and observations are subject to all the limitations on Engineer's authority and responsibility set forth in Paragraph 10.08. Particularly, but without limitation, during or as a result of Engineer's visits or observations of Contractor's Work, Engineer will not supervise, direct, control, or have authority over or be responsible for Contractor's means, methods, techniques, sequences, or procedures of construction, or the safety precautions and programs incident thereto, or for any failure of Contractor to comply with Laws and Regulations applicable to the performance of the Work.

10.03 *Project Representative*

A. If Owner and Engineer have agreed that Engineer will furnish a Resident Project Representative to represent Engineer at the Site and assist Engineer in observing the progress and quality of the Work, then the authority and responsibilities of any such Resident Project Representative will be as provided in the Supplementary Conditions, and limitations on the responsibilities thereof will be as provided in Paragraph 10.08. If Owner designates another representative or agent to represent Owner at the Site who is not Engineer's consultant, agent, or employee, the responsibilities and authority and limitations thereon of such other individual or entity will be as provided in the Supplementary Conditions.

10.04 *Rejecting Defective Work*

A. Engineer has the authority to reject Work in accordance with Article 14.

10.05 *Shop Drawings, Change Orders and Payments*

A. Engineer's authority, and limitations thereof, as to Shop Drawings and Samples, are set forth in Paragraph 7.16.

B. Engineer's authority, and limitations thereof, as to design calculations and design drawings submitted in response to a delegation of professional design services, if any, are set forth in Paragraph 7.19.

C. Engineer's authority as to Change Orders is set forth in Article 11.

D. Engineer's authority as to Applications for Payment is set forth in Article 15.

10.06 *Determinations for Unit Price Work*

A. Engineer will determine the actual quantities and classifications of Unit Price Work performed by Contractor as set forth in Paragraph 13.03.

10.07 *Decisions on Requirements of Contract Documents and Acceptability of Work*

A. Engineer will render decisions regarding the requirements of the Contract Documents, and judge the acceptability of the Work, pursuant to the specific procedures set forth herein for initial interpretations, Change Proposals, and acceptance of the Work. In rendering such decisions and judgments, Engineer will not show partiality to Owner or Contractor, and will not be liable to Owner, Contractor, or others in connection with any proceedings, interpretations, decisions, or judgments conducted or rendered in good faith.

10.08 *Limitations on Engineer's Authority and Responsibilities*

A. Neither Engineer's authority or responsibility under this Article 10 or under any other provision of the Contract, nor any decision made by Engineer in good faith either to exercise or not exercise such authority or responsibility or the undertaking, exercise, or performance of any authority or responsibility by Engineer, shall create, impose, or give rise to any duty in contract, tort, or otherwise owed by Engineer to Contractor, any Subcontractor, any Supplier, any other individual or entity, or to any surety for or employee or agent of any of them.

B. Engineer will not supervise, direct, control, or have authority over or be responsible for Contractor's means, methods, techniques, sequences, or procedures of construction, or the safety precautions and programs incident thereto, or for any failure of Contractor to comply with Laws and Regulations applicable to the performance of the Work. Engineer will not be responsible for Contractor's failure to perform the Work in accordance with the Contract Documents.

C. Engineer will not be responsible for the acts or omissions of Contractor or of any Subcontractor, any Supplier, or of any other individual or entity performing any of the Work.

D. Engineer's review of the final Application for Payment and accompanying documentation and all maintenance and operating instructions, schedules, guarantees, bonds, certificates of inspection, tests and approvals, and other documentation required to be delivered by Paragraph 15.06.A will only be to determine generally that their content complies with the requirements of, and in the case of certificates of inspections, tests, and approvals, that the results certified indicate compliance with the Contract Documents.

E. The limitations upon authority and responsibility set forth in this Paragraph 10.08 shall also apply to the Resident Project Representative, if any.

10.09 *Compliance with Safety Program*

A. While at the Site, Engineer's employees and representatives will comply with the specific applicable requirements of Owner's and Contractor's safety programs (if any) of which Engineer has been informed.

ARTICLE 11 – AMENDING THE CONTRACT DOCUMENTS; CHANGES IN THE WORK

11.01 *Amending and Supplementing Contract Documents*

A. The Contract Documents may be amended or supplemented by a Change Order, a Work Change Directive, or a Field Order.

1. *Change Orders*:

a. If an amendment or supplement to the Contract Documents includes a change in the Contract Price or the Contract Times, such amendment or supplement must be set forth in a Change Order. A Change Order also may be used to establish amendments and supplements of the Contract Documents that do not affect the Contract Price or Contract Times.

b. Owner and Contractor may amend those terms and conditions of the Contract Documents that do not involve (1) the performance or acceptability of the Work, (2) the design (as set forth in the Drawings, Specifications, or otherwise), or (3) other engineering or technical matters, without the recommendation of the Engineer. Such an amendment shall be set forth in a Change Order.

2. *Work Change Directives*: A Work Change Directive will not change the Contract Price or the Contract Times but is evidence that the parties expect that the modification ordered or documented by a Work Change Directive will be incorporated in a subsequently issued Change Order, following negotiations by the parties as to the Work Change Directive's effect, if any, on the Contract Price and Contract Times; or, if negotiations are unsuccessful, by a determination under the terms of the Contract Documents governing adjustments, expressly including Paragraph 11.04 regarding change of Contract Price. Contractor must submit any Change Proposal seeking an adjustment of the Contract Price or the Contract Times, or both, no later than 30 days after the completion of the Work set out in the Work Change Directive. Owner must submit any Claim seeking an adjustment of the Contract Price or the Contract Times, or both, no later than 60 days after issuance of the Work Change Directive.

3. *Field Orders*: Engineer may authorize minor changes in the Work if the changes do not involve an adjustment in the Contract Price or the Contract Times and are compatible with the design concept of the completed Project as a functioning whole as indicated by the Contract Documents. Such changes will be accomplished by a Field Order and will be binding on Owner and also on Contractor, which shall perform the Work involved promptly. If Contractor believes that a Field Order justifies an adjustment in the Contract Price or Contract Times, or both, then before proceeding with the Work at issue, Contractor shall submit a Change Proposal as provided herein.

11.02 *Owner-Authorized Changes in the Work*

A. Without invalidating the Contract and without notice to any surety, Owner may, at any time or from time to time, order additions, deletions, or revisions in the Work. Such changes shall be supported by Engineer's recommendation, to the extent the change

involves the design (as set forth in the Drawings, Specifications, or otherwise), or other engineering or technical matters. Such changes may be accomplished by a Change Order, if Owner and Contractor have agreed as to the effect, if any, of the changes on Contract Times or Contract Price; or by a Work Change Directive. Upon receipt of any such document, Contractor shall promptly proceed with the Work involved; or, in the case of a deletion in the Work, promptly cease construction activities with respect to such deleted Work. Added or revised Work shall be performed under the applicable conditions of the Contract Documents. Nothing in this paragraph shall obligate Contractor to undertake work that Contractor reasonably concludes cannot be performed in a manner consistent with Contractor's safety obligations under the Contract Documents or Laws and Regulations.

11.03 *Unauthorized Changes in the Work*

A. Contractor shall not be entitled to an increase in the Contract Price or an extension of the Contract Times with respect to any work performed that is not required by the Contract Documents, as amended, modified, or supplemented, except in the case of an emergency as provided in Paragraph 7.15 or in the case of uncovering Work as provided in Paragraph 14.05.

11.04 *Change of Contract Price*

A. The Contract Price may only be changed by a Change Order. Any Change Proposal for an adjustment in the Contract Price shall comply with the provisions of Paragraph 11.06. Any Claim for an adjustment of Contract Price shall comply with the provisions of Article 12.

B. An adjustment in the Contract Price will be determined as follows:

1. where the Work involved is covered by unit prices contained in the Contract Documents, then by application of such unit prices to the quantities of the items involved (subject to the provisions of Paragraph 13.03); or

2. where the Work involved is not covered by unit prices contained in the Contract Documents, then by a mutually agreed lump sum (which may include an allowance for overhead and profit not necessarily in accordance with Paragraph 11.04.C.2); or

3. where the Work involved is not covered by unit prices contained in the Contract Documents and the parties do not reach mutual agreement to a lump sum, then on the basis of the Cost of the Work (determined as provided in Paragraph 13.01) plus a Contractor's fee for overhead and profit (determined as provided in Paragraph 11.04.C).

C. *Contractor's Fee*: When applicable, the Contractor's fee for overhead and profit shall be determined as follows:

1. a mutually acceptable fixed fee; or

2. if a fixed fee is not agreed upon, then a fee based on the following percentages of the various portions of the Cost of the Work:

a. for costs incurred under Paragraphs 13.01.B.1 and 13.01.B.2, the Contractor's fee shall be 15 percent;

b. for costs incurred under Paragraph 13.01.B.3, the Contractor's fee shall be five percent;

c. where one or more tiers of subcontracts are on the basis of Cost of the Work plus a fee and no fixed fee is agreed upon, the intent of Paragraphs 11.04.C.2.a and

11.04.C.2.b is that the Contractor's fee shall be based on: (1) a fee of 15 percent of the costs incurred under Paragraphs 13.01.A.1 and 13.01.A.2 by the Subcontractor that actually performs the Work, at whatever tier, and (2) with respect to Contractor itself and to any Subcontractors of a tier higher than that of the Subcontractor that actually performs the Work, a fee of five percent of the amount (fee plus underlying costs incurred) attributable to the next lower tier Subcontractor; provided, however, that for any such subcontracted work the maximum total fee to be paid by Owner shall be no greater than 27 percent of the costs incurred by the Subcontractor that actually performs the work;

d. no fee shall be payable on the basis of costs itemized under Paragraphs 13.01.B.4, 13.01.B.5, and 13.01.C;

e. the amount of credit to be allowed by Contractor to Owner for any change which results in a net decrease in cost will be the amount of the actual net decrease in cost plus a deduction in Contractor's fee by an amount equal to five percent of such net decrease; and

f. when both additions and credits are involved in any one change, the adjustment in Contractor's fee shall be computed on the basis of the net change in accordance with Paragraphs 11.04.C.2.a through 11.04.C.2.e, inclusive.

11.05 *Change of Contract Times*

A. The Contract Times may only be changed by a Change Order. Any Change Proposal for an adjustment in the Contract Times shall comply with the provisions of Paragraph 11.06. Any Claim for an adjustment in the Contract Times shall comply with the provisions of Article 12.

B. An adjustment of the Contract Times shall be subject to the limitations set forth in Paragraph 4.05, concerning delays in Contractor's progress.

11.06 *Change Proposals*

A. Contractor shall submit a Change Proposal to Engineer to request an adjustment in the Contract Times or Contract Price; appeal an initial decision by Engineer concerning the requirements of the Contract Documents or relating to the acceptability of the Work under the Contract Documents; contest a set-off against payment due; or seek other relief under the Contract. The Change Proposal shall specify any proposed change in Contract Times or Contract Price, or both, or other proposed relief, and explain the reason for the proposed change, with citations to any governing or applicable provisions of the Contract Documents.

1. *Procedures*: Contractor shall submit each Change Proposal to Engineer promptly (but in no event later than 30 days) after the start of the event giving rise thereto, or after such initial decision. The Contractor shall submit supporting data, including the proposed change in Contract Price or Contract Time (if any), to the Engineer and Owner within 15 days after the submittal of the Change Proposal. The supporting data shall be accompanied by a written statement that the supporting data are accurate and complete, and that any requested time or price adjustment is the entire adjustment to which Contractor believes it is entitled as a result of said event. Engineer will advise Owner regarding the Change Proposal, and consider any comments or response from Owner regarding the Change Proposal.

2. *Engineer's Action*: Engineer will review each Change Proposal and, within 30 days after receipt of the Contractor's supporting data, either deny the Change Proposal in whole, approve it in whole, or deny it in part and approve it in part. Such actions shall be in writing, with a copy provided to Owner and Contractor. If Engineer does not take action on the Change Proposal within 30 days, then either Owner or Contractor may at any time thereafter submit a letter to the other party indicating that as a result of Engineer's inaction the Change Proposal is deemed denied, thereby commencing the time for appeal of the denial under Article 12.

3. *Binding Decision*: Engineer's decision will be final and binding upon Owner and Contractor, unless Owner or Contractor appeals the decision by filing a Claim under Article 12.

B. *Resolution of Certain Change Proposals*: If the Change Proposal does not involve the design (as set forth in the Drawings, Specifications, or otherwise), the acceptability of the Work, or other engineering or technical matters, then Engineer will notify the parties that the Engineer is unable to resolve the Change Proposal. For purposes of further resolution of such a Change Proposal, such notice shall be deemed a denial, and Contractor may choose to seek resolution under the terms of Article 12.

11.07 *Execution of Change Orders*

A. Owner and Contractor shall execute appropriate Change Orders covering:

1. changes in the Contract Price or Contract Times which are agreed to by the parties, including any undisputed sum or amount of time for Work actually performed in accordance with a Work Change Directive;

2. changes in Contract Price resulting from an Owner set-off, unless Contractor has duly contested such set-off;

3. changes in the Work which are: (a) ordered by Owner pursuant to Paragraph 11.02, (b) required because of Owner's acceptance of defective Work under Paragraph 14.04 or Owner's correction of defective Work under Paragraph 14.07, or (c) agreed to by the parties, subject to the need for Engineer's recommendation if the change in the Work involves the design (as set forth in the Drawings, Specifications, or otherwise), or other engineering or technical matters; and

4. changes in the Contract Price or Contract Times, or other changes, which embody the substance of any final and binding results under Paragraph 11.06, or Article 12.

B. If Owner or Contractor refuses to execute a Change Order that is required to be executed under the terms of this Paragraph 11.07, it shall be deemed to be of full force and effect, as if fully executed.

11.08 *Notification to Surety*

A. If the provisions of any bond require notice to be given to a surety of any change affecting the general scope of the Work or the provisions of the Contract Documents (including, but not limited to, Contract Price or Contract Times), the giving of any such notice will be Contractor's responsibility. The amount of each applicable bond will be adjusted to reflect the effect of any such change.

ARTICLE 12 – CLAIMS

12.01 *Claims*

A. *Claims Process*: The following disputes between Owner and Contractor shall be submitted to the Claims process set forth in this Article:

1. Appeals by Owner or Contractor of Engineer's decisions regarding Change Proposals;

2. Owner demands for adjustments in the Contract Price or Contract Times, or other relief under the Contract Documents; and

3. Disputes that Engineer has been unable to address because they do not involve the design (as set forth in the Drawings, Specifications, or otherwise), the acceptability of the Work, or other engineering or technical matters.

B. *Submittal of Claim*: The party submitting a Claim shall deliver it directly to the other party to the Contract promptly (but in no event later than 30 days) after the start of the event giving rise thereto; in the case of appeals regarding Change Proposals within 30 days of the decision under appeal. The party submitting the Claim shall also furnish a copy to the Engineer, for its information only. The responsibility to substantiate a Claim shall rest with the party making the Claim. In the case of a Claim by Contractor seeking an increase in the Contract Times or Contract Price, or both, Contractor shall certify that the Claim is made in good faith, that the supporting data are accurate and complete, and that to the best of Contractor's knowledge and belief the amount of time or money requested accurately reflects the full amount to which Contractor is entitled.

C. *Review and Resolution*: The party receiving a Claim shall review it thoroughly, giving full consideration to its merits. The two parties shall seek to resolve the Claim through the exchange of information and direct negotiations. The parties may extend the time for resolving the Claim by mutual agreement. All actions taken on a Claim shall be stated in writing and submitted to the other party, with a copy to Engineer.

D. *Mediation*:

1. At any time after initiation of a Claim, Owner and Contractor may mutually agree to mediation of the underlying dispute. The agreement to mediate shall stay the Claim submittal and response process.

2. If Owner and Contractor agree to mediation, then after 60 days from such agreement, either Owner or Contractor may unilaterally terminate the mediation process, and the Claim submittal and decision process shall resume as of the date of the termination. If the mediation proceeds but is unsuccessful in resolving the dispute, the Claim submittal and decision process shall resume as of the date of the conclusion of the mediation, as determined by the mediator.

3. Owner and Contractor shall each pay one-half of the mediator's fees and costs.

E. *Partial Approval*: If the party receiving a Claim approves the Claim in part and denies it in part, such action shall be final and binding unless within 30 days of such action the other party invokes the procedure set forth in Article 17 for final resolution of disputes.

F. *Denial of Claim*: If efforts to resolve a Claim are not successful, the party receiving the Claim may deny it by giving written notice of denial to the other party. If the receiving party does not take action on the Claim within 90 days, then either Owner or Contractor may at any time thereafter submit a letter to the other party indicating that as a result of the inaction,

the Claim is deemed denied, thereby commencing the time for appeal of the denial. A denial of the Claim shall be final and binding unless within 30 days of the denial the other party invokes the procedure set forth in Article 17 for the final resolution of disputes.

G. *Final and Binding Results*: If the parties reach a mutual agreement regarding a Claim, whether through approval of the Claim, direct negotiations, mediation, or otherwise; or if a Claim is approved in part and denied in part, or denied in full, and such actions become final and binding; then the results of the agreement or action on the Claim shall be incorporated in a Change Order to the extent they affect the Contract, including the Work, the Contract Times, or the Contract Price.

ARTICLE 13 – COST OF THE WORK; ALLOWANCES; UNIT PRICE WORK

13.01 *Cost of the Work*

A. *Purposes for Determination of Cost of the Work*: The term Cost of the Work means the sum of all costs necessary for the proper performance of the Work at issue, as further defined below. The provisions of this Paragraph 13.01 are used for two distinct purposes:

1. To determine Cost of the Work when Cost of the Work is a component of the Contract Price, under cost-plus-fee, time-and-materials, or other cost-based terms; or

2. To determine the value of a Change Order, Change Proposal, Claim, set-off, or other adjustment in Contract Price. When the value of any such adjustment is determined on the basis of Cost of the Work, Contractor is entitled only to those additional or incremental costs required because of the change in the Work or because of the event giving rise to the adjustment.

B. *Costs Included*: Except as otherwise may be agreed to in writing by Owner, costs included in the Cost of the Work shall be in amounts no higher than those prevailing in the locality of the Project, shall not include any of the costs itemized in Paragraph 13.01.C, and shall include only the following items:

1. Payroll costs for employees in the direct employ of Contractor in the performance of the Work under schedules of job classifications agreed upon by Owner and Contractor. Such employees shall include, without limitation, superintendents, foremen, and other personnel employed full time on the Work. Payroll costs for employees not employed full time on the Work shall be apportioned on the basis of their time spent on the Work. Payroll costs shall include, but not be limited to, salaries and wages plus the cost of fringe benefits, which shall include social security contributions, unemployment, excise, and payroll taxes, workers' compensation, health and retirement benefits, bonuses, sick leave, and vacation and holiday pay applicable thereto. The expenses of performing Work outside of regular working hours, on Saturday, Sunday, or legal holidays, shall be included in the above to the extent authorized by Owner.

2. Cost of all materials and equipment furnished and incorporated in the Work, including costs of transportation and storage thereof, and Suppliers' field services required in connection therewith. All cash discounts shall accrue to Contractor unless Owner deposits funds with Contractor with which to make payments, in which case the cash discounts shall accrue to Owner. All trade discounts, rebates, and refunds and returns from sale of surplus materials and equipment shall accrue to Owner, and Contractor shall make provisions so that they may be obtained.

3. Payments made by Contractor to Subcontractors for Work performed by Subcontractors. If required by Owner, Contractor shall obtain competitive bids from subcontractors acceptable to Owner and Contractor and shall deliver such bids to Owner, who will then determine, with the advice of Engineer, which bids, if any, will be acceptable. If any subcontract provides that the Subcontractor is to be paid on the basis of Cost of the Work plus a fee, the Subcontractor's Cost of the Work and fee shall be determined in the same manner as Contractor's Cost of the Work and fee as provided in this Paragraph 13.01.

4. Costs of special consultants (including but not limited to engineers, architects, testing laboratories, surveyors, attorneys, and accountants) employed for services specifically related to the Work.

5. Supplemental costs including the following:

    a. The proportion of necessary transportation, travel, and subsistence expenses of Contractor's employees incurred in discharge of duties connected with the Work.

    b. Cost, including transportation and maintenance, of all materials, supplies, equipment, machinery, appliances, office, and temporary facilities at the Site, and hand tools not owned by the workers, which are consumed in the performance of the Work, and cost, less market value, of such items used but not consumed which remain the property of Contractor.

    c. Rentals of all construction equipment and machinery, and the parts thereof, whether rented from Contractor or others in accordance with rental agreements approved by Owner with the advice of Engineer, and the costs of transportation, loading, unloading, assembly, dismantling, and removal thereof. All such costs shall be in accordance with the terms of said rental agreements. The rental of any such equipment, machinery, or parts shall cease when the use thereof is no longer necessary for the Work.

    d. Sales, consumer, use, and other similar taxes related to the Work, and for which Contractor is liable, as imposed by Laws and Regulations.

    e. Deposits lost for causes other than negligence of Contractor, any Subcontractor, or anyone directly or indirectly employed by any of them or for whose acts any of them may be liable, and royalty payments and fees for permits and licenses.

    f. Losses and damages (and related expenses) caused by damage to the Work, not compensated by insurance or otherwise, sustained by Contractor in connection with the performance of the Work (except losses and damages within the deductible amounts of property insurance established in accordance with Paragraph 6.05), provided such losses and damages have resulted from causes other than the negligence of Contractor, any Subcontractor, or anyone directly or indirectly employed by any of them or for whose acts any of them may be liable. Such losses shall include settlements made with the written consent and approval of Owner. No such losses, damages, and expenses shall be included in the Cost of the Work for the purpose of determining Contractor's fee.

    g. The cost of utilities, fuel, and sanitary facilities at the Site.

    h. Minor expenses such as communication service at the Site, express and courier services, and similar petty cash items in connection with the Work.

i. The costs of premiums for all bonds and insurance that Contractor is required by the Contract Documents to purchase and maintain.

C. *Costs Excluded*: The term Cost of the Work shall not include any of the following items:

1. Payroll costs and other compensation of Contractor's officers, executives, principals (of partnerships and sole proprietorships), general managers, safety managers, engineers, architects, estimators, attorneys, auditors, accountants, purchasing and contracting agents, expediters, timekeepers, clerks, and other personnel employed by Contractor, whether at the Site or in Contractor's principal or branch office for general administration of the Work and not specifically included in the agreed upon schedule of job classifications referred to in Paragraph 13.01.B.1 or specifically covered by Paragraph 13.01.B.4. The payroll costs and other compensation excluded here are to be considered administrative costs covered by the Contractor's fee.

2. Expenses of Contractor's principal and branch offices other than Contractor's office at the Site.

3. Any part of Contractor's capital expenses, including interest on Contractor's capital employed for the Work and charges against Contractor for delinquent payments.

4. Costs due to the negligence of Contractor, any Subcontractor, or anyone directly or indirectly employed by any of them or for whose acts any of them may be liable, including but not limited to, the correction of defective Work, disposal of materials or equipment wrongly supplied, and making good any damage to property.

5. Other overhead or general expense costs of any kind and the costs of any item not specifically and expressly included in Paragraph 13.01.B.

D. *Contractor's Fee*: When the Work as a whole is performed on the basis of cost-plus, Contractor's fee shall be determined as set forth in the Agreement. When the value of any Work covered by a Change Order, Change Proposal, Claim, set-off, or other adjustment in Contract Price is determined on the basis of Cost of the Work, Contractor's fee shall be determined as set forth in Paragraph 11.04.C.

E. *Documentation*: Whenever the Cost of the Work for any purpose is to be determined pursuant to this Article 13, Contractor will establish and maintain records thereof in accordance with generally accepted accounting practices and submit in a form acceptable to Engineer an itemized cost breakdown together with supporting data.

13.02 *Allowances*

A. It is understood that Contractor has included in the Contract Price all allowances so named in the Contract Documents and shall cause the Work so covered to be performed for such sums and by such persons or entities as may be acceptable to Owner and Engineer.

B. *Cash Allowances*: Contractor agrees that:

1. the cash allowances include the cost to Contractor (less any applicable trade discounts) of materials and equipment required by the allowances to be delivered at the Site, and all applicable taxes; and

2. Contractor's costs for unloading and handling on the Site, labor, installation, overhead, profit, and other expenses contemplated for the cash allowances have been included in the Contract Price and not in the allowances, and no demand for additional payment on account of any of the foregoing will be valid.

C. *Contingency Allowance*: Contractor agrees that a contingency allowance, if any, is for the sole use of Owner to cover unanticipated costs.

D. Prior to final payment, an appropriate Change Order will be issued as recommended by Engineer to reflect actual amounts due Contractor on account of Work covered by allowances, and the Contract Price shall be correspondingly adjusted.

13.03 *Unit Price Work*

A. Where the Contract Documents provide that all or part of the Work is to be Unit Price Work, initially the Contract Price will be deemed to include for all Unit Price Work an amount equal to the sum of the unit price for each separately identified item of Unit Price Work times the estimated quantity of each item as indicated in the Agreement.

B. The estimated quantities of items of Unit Price Work are not guaranteed and are solely for the purpose of comparison of Bids and determining an initial Contract Price. Payments to Contractor for Unit Price Work will be based on actual quantities.

C. Each unit price will be deemed to include an amount considered by Contractor to be adequate to cover Contractor's overhead and profit for each separately identified item.

D. Engineer will determine the actual quantities and classifications of Unit Price Work performed by Contractor. Engineer will review with Contractor the Engineer's preliminary determinations on such matters before rendering a written decision thereon (by recommendation of an Application for Payment or otherwise). Engineer's written decision thereon will be final and binding (except as modified by Engineer to reflect changed factual conditions or more accurate data) upon Owner and Contractor, subject to the provisions of the following paragraph.

E. Within 30 days of Engineer's written decision under the preceding paragraph, Contractor may submit a Change Proposal, or Owner may file a Claim, seeking an adjustment in the Contract Price if:

1. the quantity of any item of Unit Price Work performed by Contractor differs materially and significantly from the estimated quantity of such item indicated in the Agreement;

2. there is no corresponding adjustment with respect to any other item of Work; and

3. Contractor believes that it is entitled to an increase in Contract Price as a result of having incurred additional expense or Owner believes that Owner is entitled to a decrease in Contract Price, and the parties are unable to agree as to the amount of any such increase or decrease.

ARTICLE 14 – TESTS AND INSPECTIONS; CORRECTION, REMOVAL OR ACCEPTANCE OF DEFECTIVE WORK

14.01 *Access to Work*

A. Owner, Engineer, their consultants and other representatives and personnel of Owner, independent testing laboratories, and authorities having jurisdiction will have access to the Site and the Work at reasonable times for their observation, inspection, and testing. Contractor shall provide them proper and safe conditions for such access and advise them of Contractor's safety procedures and programs so that they may comply therewith as applicable.

14.02 *Tests, Inspections, and Approvals*

A. Contractor shall give Engineer timely notice of readiness of the Work (or specific parts thereof) for all required inspections and tests, and shall cooperate with inspection and testing personnel to facilitate required inspections and tests.

B. Owner shall retain and pay for the services of an independent inspector, testing laboratory, or other qualified individual or entity to perform all inspections and tests expressly required by the Contract Documents to be furnished and paid for by Owner, except that costs incurred in connection with tests or inspections of covered Work shall be governed by the provisions of Paragraph 14.05.

C. If Laws or Regulations of any public body having jurisdiction require any Work (or part thereof) specifically to be inspected, tested, or approved by an employee or other representative of such public body, Contractor shall assume full responsibility for arranging and obtaining such inspections, tests, or approvals, pay all costs in connection therewith, and furnish Engineer the required certificates of inspection or approval.

D. Contractor shall be responsible for arranging, obtaining, and paying for all inspections and tests required:

1. by the Contract Documents, unless the Contract Documents expressly allocate responsibility for a specific inspection or test to Owner;

2. to attain Owner's and Engineer's acceptance of materials or equipment to be incorporated in the Work;

3. by manufacturers of equipment furnished under the Contract Documents;

4. for testing, adjusting, and balancing of mechanical, electrical, and other equipment to be incorporated into the Work; and

5. for acceptance of materials, mix designs, or equipment submitted for approval prior to Contractor's purchase thereof for incorporation in the Work.

Such inspections and tests shall be performed by independent inspectors, testing laboratories, or other qualified individuals or entities acceptable to Owner and Engineer.

E. If the Contract Documents require the Work (or part thereof) to be approved by Owner, Engineer, or another designated individual or entity, then Contractor shall assume full responsibility for arranging and obtaining such approvals.

F. If any Work (or the work of others) that is to be inspected, tested, or approved is covered by Contractor without written concurrence of Engineer, Contractor shall, if requested by Engineer, uncover such Work for observation. Such uncovering shall be at Contractor's expense unless Contractor had given Engineer timely notice of Contractor's intention to cover the same and Engineer had not acted with reasonable promptness in response to such notice.

14.03 *Defective Work*

A. *Contractor's Obligation*: It is Contractor's obligation to assure that the Work is not defective.

B. *Engineer's Authority*: Engineer has the authority to determine whether Work is defective, and to reject defective Work.

C. *Notice of Defects*: Prompt notice of all defective Work of which Owner or Engineer has actual knowledge will be given to Contractor.

D. *Correction, or Removal and Replacement*: Promptly after receipt of written notice of defective Work, Contractor shall correct all such defective Work, whether or not fabricated, installed, or completed, or, if Engineer has rejected the defective Work, remove it from the Project and replace it with Work that is not defective.

E. *Preservation of Warranties*: When correcting defective Work, Contractor shall take no action that would void or otherwise impair Owner's special warranty and guarantee, if any, on said Work.

F. *Costs and Damages*: In addition to its correction, removal, and replacement obligations with respect to defective Work, Contractor shall pay all claims, costs, losses, and damages arising out of or relating to defective Work, including but not limited to the cost of the inspection, testing, correction, removal, replacement, or reconstruction of such defective Work, fines levied against Owner by governmental authorities because the Work is defective, and the costs of repair or replacement of work of others resulting from defective Work. Prior to final payment, if Owner and Contractor are unable to agree as to the measure of such claims, costs, losses, and damages resulting from defective Work, then Owner may impose a reasonable set-off against payments due under Article 15.

14.04 *Acceptance of Defective Work*

A. If, instead of requiring correction or removal and replacement of defective Work, Owner prefers to accept it, Owner may do so (subject, if such acceptance occurs prior to final payment, to Engineer's confirmation that such acceptance is in general accord with the design intent and applicable engineering principles, and will not endanger public safety). Contractor shall pay all claims, costs, losses, and damages attributable to Owner's evaluation of and determination to accept such defective Work (such costs to be approved by Engineer as to reasonableness), and for the diminished value of the Work to the extent not otherwise paid by Contractor. If any such acceptance occurs prior to final payment, the necessary revisions in the Contract Documents with respect to the Work shall be incorporated in a Change Order. If the parties are unable to agree as to the decrease in the Contract Price, reflecting the diminished value of Work so accepted, then Owner may impose a reasonable set-off against payments due under Article 15. If the acceptance of defective Work occurs after final payment, Contractor shall pay an appropriate amount to Owner.

14.05 *Uncovering Work*

A. Engineer has the authority to require additional inspection or testing of the Work, whether or not the Work is fabricated, installed, or completed.

B. If any Work is covered contrary to the written request of Engineer, then Contractor shall, if requested by Engineer, uncover such Work for Engineer's observation, and then replace the covering, all at Contractor's expense.

C. If Engineer considers it necessary or advisable that covered Work be observed by Engineer or inspected or tested by others, then Contractor, at Engineer's request, shall uncover, expose, or otherwise make available for observation, inspection, or testing as Engineer may require, that portion of the Work in question, and provide all necessary labor, material, and equipment.

1. If it is found that the uncovered Work is defective, Contractor shall be responsible for all claims, costs, losses, and damages arising out of or relating to such uncovering, exposure, observation, inspection, and testing, and of satisfactory replacement or reconstruction (including but not limited to all costs of repair or replacement of work of others); and pending Contractor's full discharge of this responsibility the Owner shall be entitled to impose a reasonable set-off against payments due under Article 15.

2. If the uncovered Work is not found to be defective, Contractor shall be allowed an increase in the Contract Price or an extension of the Contract Times, or both, directly attributable to such uncovering, exposure, observation, inspection, testing, replacement, and reconstruction. If the parties are unable to agree as to the amount or extent thereof, then Contractor may submit a Change Proposal within 30 days of the determination that the Work is not defective.

14.06 *Owner May Stop the Work*

A. If the Work is defective, or Contractor fails to supply sufficient skilled workers or suitable materials or equipment, or fails to perform the Work in such a way that the completed Work will conform to the Contract Documents, then Owner may order Contractor to stop the Work, or any portion thereof, until the cause for such order has been eliminated; however, this right of Owner to stop the Work shall not give rise to any duty on the part of Owner to exercise this right for the benefit of Contractor, any Subcontractor, any Supplier, any other individual or entity, or any surety for, or employee or agent of any of them.

14.07 *Owner May Correct Defective Work*

A. If Contractor fails within a reasonable time after written notice from Engineer to correct defective Work, or to remove and replace rejected Work as required by Engineer, or if Contractor fails to perform the Work in accordance with the Contract Documents, or if Contractor fails to comply with any other provision of the Contract Documents, then Owner may, after seven days written notice to Contractor, correct or remedy any such deficiency.

B. In exercising the rights and remedies under this Paragraph 14.07, Owner shall proceed expeditiously. In connection with such corrective or remedial action, Owner may exclude Contractor from all or part of the Site, take possession of all or part of the Work and suspend Contractor's services related thereto, and incorporate in the Work all materials and equipment stored at the Site or for which Owner has paid Contractor but which are stored elsewhere. Contractor shall allow Owner, Owner's representatives, agents and employees, Owner's other contractors, and Engineer and Engineer's consultants access to the Site to enable Owner to exercise the rights and remedies under this paragraph.

C. All claims, costs, losses, and damages incurred or sustained by Owner in exercising the rights and remedies under this Paragraph 14.07 will be charged against Contractor as set-offs against payments due under Article 15. Such claims, costs, losses and damages will include but not be limited to all costs of repair, or replacement of work of others destroyed or damaged by correction, removal, or replacement of Contractor's defective Work.

D. Contractor shall not be allowed an extension of the Contract Times because of any delay in the performance of the Work attributable to the exercise by Owner of Owner's rights and remedies under this Paragraph 14.07.

ARTICLE 15 – PAYMENTS TO CONTRACTOR; SET-OFFS; COMPLETION; CORRECTION PERIOD

15.01 *Progress Payments*

A. *Basis for Progress Payments*: The Schedule of Values established as provided in Article 2 will serve as the basis for progress payments and will be incorporated into a form of Application for Payment acceptable to Engineer. Progress payments on account of Unit Price Work will be based on the number of units completed during the pay period, as determined under the provisions of Paragraph 13.03. Progress payments for cost-based Work will be based on Cost of the Work completed by Contractor during the pay period.

B. *Applications for Payments*:

1. At least 20 days before the date established in the Agreement for each progress payment (but not more often than once a month), Contractor shall submit to Engineer for review an Application for Payment filled out and signed by Contractor covering the Work completed as of the date of the Application and accompanied by such supporting documentation as is required by the Contract Documents. If payment is requested on the basis of materials and equipment not incorporated in the Work but delivered and suitably stored at the Site or at another location agreed to in writing, the Application for Payment shall also be accompanied by a bill of sale, invoice, or other documentation warranting that Owner has received the materials and equipment free and clear of all Liens, and evidence that the materials and equipment are covered by appropriate property insurance, a warehouse bond, or other arrangements to protect Owner's interest therein, all of which must be satisfactory to Owner.

2. Beginning with the second Application for Payment, each Application shall include an affidavit of Contractor stating that all previous progress payments received on account of the Work have been applied on account to discharge Contractor's legitimate obligations associated with prior Applications for Payment.

3. The amount of retainage with respect to progress payments will be as stipulated in the Agreement.

C. *Review of Applications*:

1. Engineer will, within 10 days after receipt of each Application for Payment, including each resubmittal, either indicate in writing a recommendation of payment and present the Application to Owner, or return the Application to Contractor indicating in writing Engineer's reasons for refusing to recommend payment. In the latter case, Contractor may make the necessary corrections and resubmit the Application.

2. Engineer's recommendation of any payment requested in an Application for Payment will constitute a representation by Engineer to Owner, based on Engineer's observations of the executed Work as an experienced and qualified design professional, and on Engineer's review of the Application for Payment and the accompanying data and schedules, that to the best of Engineer's knowledge, information and belief:

a. the Work has progressed to the point indicated;

b. the quality of the Work is generally in accordance with the Contract Documents (subject to an evaluation of the Work as a functioning whole prior to or upon Substantial Completion, the results of any subsequent tests called for in the

Contract Documents, a final determination of quantities and classifications for Unit Price Work under Paragraph 13.03, and any other qualifications stated in the recommendation); and

c. the conditions precedent to Contractor's being entitled to such payment appear to have been fulfilled in so far as it is Engineer's responsibility to observe the Work.

3. By recommending any such payment Engineer will not thereby be deemed to have represented that:

   a. inspections made to check the quality or the quantity of the Work as it has been performed have been exhaustive, extended to every aspect of the Work in progress, or involved detailed inspections of the Work beyond the responsibilities specifically assigned to Engineer in the Contract; or

   b. there may not be other matters or issues between the parties that might entitle Contractor to be paid additionally by Owner or entitle Owner to withhold payment to Contractor.

4. Neither Engineer's review of Contractor's Work for the purposes of recommending payments nor Engineer's recommendation of any payment, including final payment, will impose responsibility on Engineer:

   a. to supervise, direct, or control the Work, or

   b. for the means, methods, techniques, sequences, or procedures of construction, or the safety precautions and programs incident thereto, or

   c. for Contractor's failure to comply with Laws and Regulations applicable to Contractor's performance of the Work, or

   d. to make any examination to ascertain how or for what purposes Contractor has used the money paid on account of the Contract Price, or

   e. to determine that title to any of the Work, materials, or equipment has passed to Owner free and clear of any Liens.

5. Engineer may refuse to recommend the whole or any part of any payment if, in Engineer's opinion, it would be incorrect to make the representations to Owner stated in Paragraph 15.01.C.2.

6. Engineer will recommend reductions in payment (set-offs) necessary in Engineer's opinion to protect Owner from loss because:

   a. the Work is defective, requiring correction or replacement;

   b. the Contract Price has been reduced by Change Orders;

   c. Owner has been required to correct defective Work in accordance with Paragraph 14.07, or has accepted defective Work pursuant to Paragraph 14.04;

   d. Owner has been required to remove or remediate a Hazardous Environmental Condition for which Contractor is responsible; or

   e. Engineer has actual knowledge of the occurrence of any of the events that would constitute a default by Contractor and therefore justify termination for cause under the Contract Documents.

D. *Payment Becomes Due*:

1. Ten days after presentation of the Application for Payment to Owner with Engineer's recommendation, the amount recommended (subject to any Owner set-offs) will become due, and when due will be paid by Owner to Contractor.

E. *Reductions in Payment by Owner*:

1. In addition to any reductions in payment (set-offs) recommended by Engineer, Owner is entitled to impose a set-off against payment based on any of the following:

    a. claims have been made against Owner on account of Contractor's conduct in the performance or furnishing of the Work, or Owner has incurred costs, losses, or damages on account of Contractor's conduct in the performance or furnishing of the Work, including but not limited to claims, costs, losses, or damages from workplace injuries, adjacent property damage, non-compliance with Laws and Regulations, and patent infringement;

    b. Contractor has failed to take reasonable and customary measures to avoid damage, delay, disruption, and interference with other work at or adjacent to the Site;

    c. Contractor has failed to provide and maintain required bonds or insurance;

    d. Owner has been required to remove or remediate a Hazardous Environmental Condition for which Contractor is responsible;

    e. Owner has incurred extra charges or engineering costs related to submittal reviews, evaluations of proposed substitutes, tests and inspections, or return visits to manufacturing or assembly facilities;

    f. the Work is defective, requiring correction or replacement;

    g. Owner has been required to correct defective Work in accordance with Paragraph 14.07, or has accepted defective Work pursuant to Paragraph 14.04;

    h. the Contract Price has been reduced by Change Orders;

    i. an event that would constitute a default by Contractor and therefore justify a termination for cause has occurred;

    j. liquidated damages have accrued as a result of Contractor's failure to achieve Milestones, Substantial Completion, or final completion of the Work;

    k. Liens have been filed in connection with the Work, except where Contractor has delivered a specific bond satisfactory to Owner to secure the satisfaction and discharge of such Liens;

    l. there are other items entitling Owner to a set off against the amount recommended.

2. If Owner imposes any set-off against payment, whether based on its own knowledge or on the written recommendations of Engineer, Owner will give Contractor immediate written notice (with a copy to Engineer) stating the reasons for such action and the specific amount of the reduction, and promptly pay Contractor any amount remaining after deduction of the amount so withheld. Owner shall promptly pay Contractor the amount so withheld, or any adjustment thereto agreed to by Owner and Contractor, if Contractor remedies the reasons for such action. The reduction

imposed shall be binding on Contractor unless it duly submits a Change Proposal contesting the reduction.

3. Upon a subsequent determination that Owner's refusal of payment was not justified, the amount wrongfully withheld shall be treated as an amount due as determined by Paragraph 15.01.C.1 and subject to interest as provided in the Agreement.

15.02 *Contractor's Warranty of Title*

A. Contractor warrants and guarantees that title to all Work, materials, and equipment furnished under the Contract will pass to Owner free and clear of (1) all Liens and other title defects, and (2) all patent, licensing, copyright, or royalty obligations, no later than seven days after the time of payment by Owner.

15.03 *Substantial Completion*

A. When Contractor considers the entire Work ready for its intended use Contractor shall notify Owner and Engineer in writing that the entire Work is substantially complete and request that Engineer issue a certificate of Substantial Completion. Contractor shall at the same time submit to Owner and Engineer an initial draft of punch list items to be completed or corrected before final payment.

B. Promptly after Contractor's notification, Owner, Contractor, and Engineer shall make an inspection of the Work to determine the status of completion. If Engineer does not consider the Work substantially complete, Engineer will notify Contractor in writing giving the reasons therefor.

C. If Engineer considers the Work substantially complete, Engineer will deliver to Owner a preliminary certificate of Substantial Completion which shall fix the date of Substantial Completion. Engineer shall attach to the certificate a punch list of items to be completed or corrected before final payment. Owner shall have seven days after receipt of the preliminary certificate during which to make written objection to Engineer as to any provisions of the certificate or attached punch list. If, after considering the objections to the provisions of the preliminary certificate, Engineer concludes that the Work is not substantially complete, Engineer will, within 14 days after submission of the preliminary certificate to Owner, notify Contractor in writing that the Work is not substantially complete, stating the reasons therefor. If Owner does not object to the provisions of the certificate, or if despite consideration of Owner's objections Engineer concludes that the Work is substantially complete, then Engineer will, within said 14 days, execute and deliver to Owner and Contractor a final certificate of Substantial Completion (with a revised punch list of items to be completed or corrected) reflecting such changes from the preliminary certificate as Engineer believes justified after consideration of any objections from Owner.

D. At the time of receipt of the preliminary certificate of Substantial Completion, Owner and Contractor will confer regarding Owner's use or occupancy of the Work following Substantial Completion, review the builder's risk insurance policy with respect to the end of the builder's risk coverage, and confirm the transition to coverage of the Work under a permanent property insurance policy held by Owner. Unless Owner and Contractor agree otherwise in writing, Owner shall bear responsibility for security, operation, protection of the Work, property insurance, maintenance, heat, and utilities upon Owner's use or occupancy of the Work.

E. After Substantial Completion the Contractor shall promptly begin work on the punch list of items to be completed or corrected prior to final payment. In appropriate cases Contractor

may submit monthly Applications for Payment for completed punch list items, following the progress payment procedures set forth above.

F. Owner shall have the right to exclude Contractor from the Site after the date of Substantial Completion subject to allowing Contractor reasonable access to remove its property and complete or correct items on the punch list.

15.04 *Partial Use or Occupancy*

A. Prior to Substantial Completion of all the Work, Owner may use or occupy any substantially completed part of the Work which has specifically been identified in the Contract Documents, or which Owner, Engineer, and Contractor agree constitutes a separately functioning and usable part of the Work that can be used by Owner for its intended purpose without significant interference with Contractor's performance of the remainder of the Work, subject to the following conditions:

1. At any time Owner may request in writing that Contractor permit Owner to use or occupy any such part of the Work that Owner believes to be substantially complete. If and when Contractor agrees that such part of the Work is substantially complete, Contractor, Owner, and Engineer will follow the procedures of Paragraph 15.03.A through E for that part of the Work.

2. At any time Contractor may notify Owner and Engineer in writing that Contractor considers any such part of the Work substantially complete and request Engineer to issue a certificate of Substantial Completion for that part of the Work.

3. Within a reasonable time after either such request, Owner, Contractor, and Engineer shall make an inspection of that part of the Work to determine its status of completion. If Engineer does not consider that part of the Work to be substantially complete, Engineer will notify Owner and Contractor in writing giving the reasons therefor. If Engineer considers that part of the Work to be substantially complete, the provisions of Paragraph 15.03 will apply with respect to certification of Substantial Completion of that part of the Work and the division of responsibility in respect thereof and access thereto.

4. No use or occupancy or separate operation of part of the Work may occur prior to compliance with the requirements of Paragraph 6.05 regarding builder's risk or other property insurance.

15.05 *Final Inspection*

A. Upon written notice from Contractor that the entire Work or an agreed portion thereof is complete, Engineer will promptly make a final inspection with Owner and Contractor and will notify Contractor in writing of all particulars in which this inspection reveals that the Work, or agreed portion thereof, is incomplete or defective. Contractor shall immediately take such measures as are necessary to complete such Work or remedy such deficiencies.

15.06 *Final Payment*

A. *Application for Payment*:

1. After Contractor has, in the opinion of Engineer, satisfactorily completed all corrections identified during the final inspection and has delivered, in accordance with the Contract Documents, all maintenance and operating instructions, schedules, guarantees, bonds, certificates or other evidence of insurance, certificates of

inspection, annotated record documents (as provided in Paragraph 7.11), and other documents, Contractor may make application for final payment.

2. The final Application for Payment shall be accompanied (except as previously delivered) by:

   a. all documentation called for in the Contract Documents;

   b. consent of the surety, if any, to final payment;

   c. satisfactory evidence that all title issues have been resolved such that title to all Work, materials, and equipment has passed to Owner free and clear of any Liens or other title defects, or will so pass upon final payment.

   d. a list of all disputes that Contractor believes are unsettled; and

   e. complete and legally effective releases or waivers (satisfactory to Owner) of all Lien rights arising out of the Work, and of Liens filed in connection with the Work.

3. In lieu of the releases or waivers of Liens specified in Paragraph 15.06.A.2 and as approved by Owner, Contractor may furnish receipts or releases in full and an affidavit of Contractor that: (a) the releases and receipts include all labor, services, material, and equipment for which a Lien could be filed; and (b) all payrolls, material and equipment bills, and other indebtedness connected with the Work for which Owner might in any way be responsible, or which might in any way result in liens or other burdens on Owner's property, have been paid or otherwise satisfied. If any Subcontractor or Supplier fails to furnish such a release or receipt in full, Contractor may furnish a bond or other collateral satisfactory to Owner to indemnify Owner against any Lien, or Owner at its option may issue joint checks payable to Contractor and specified Subcontractors and Suppliers.

B. *Engineer's Review of Application and Acceptance*:

1. If, on the basis of Engineer's observation of the Work during construction and final inspection, and Engineer's review of the final Application for Payment and accompanying documentation as required by the Contract Documents, Engineer is satisfied that the Work has been completed and Contractor's other obligations under the Contract have been fulfilled, Engineer will, within ten days after receipt of the final Application for Payment, indicate in writing Engineer's recommendation of final payment and present the Application for Payment to Owner for payment. Such recommendation shall account for any set-offs against payment that are necessary in Engineer's opinion to protect Owner from loss for the reasons stated above with respect to progress payments. At the same time Engineer will also give written notice to Owner and Contractor that the Work is acceptable, subject to the provisions of Paragraph 15.07. Otherwise, Engineer will return the Application for Payment to Contractor, indicating in writing the reasons for refusing to recommend final payment, in which case Contractor shall make the necessary corrections and resubmit the Application for Payment.

C. *Completion of Work*: The Work is complete (subject to surviving obligations) when it is ready for final payment as established by the Engineer's written recommendation of final payment.

D. *Payment Becomes Due*: Thirty days after the presentation to Owner of the final Application for Payment and accompanying documentation, the amount recommended by Engineer

(less any further sum Owner is entitled to set off against Engineer's recommendation, including but not limited to set-offs for liquidated damages and set-offs allowed under the provisions above with respect to progress payments) will become due and shall be paid by Owner to Contractor.

15.07 *Waiver of Claims*

A. The making of final payment will not constitute a waiver by Owner of claims or rights against Contractor. Owner expressly reserves claims and rights arising from unsettled Liens, from defective Work appearing after final inspection pursuant to Paragraph 15.05, from Contractor's failure to comply with the Contract Documents or the terms of any special guarantees specified therein, from outstanding Claims by Owner, or from Contractor's continuing obligations under the Contract Documents.

B. The acceptance of final payment by Contractor will constitute a waiver by Contractor of all claims and rights against Owner other than those pending matters that have been duly submitted or appealed under the provisions of Article 17.

15.08 *Correction Period*

A. If within one year after the date of Substantial Completion (or such longer period of time as may be prescribed by the terms of any applicable special guarantee required by the Contract Documents, or by any specific provision of the Contract Documents), any Work is found to be defective, or if the repair of any damages to the Site, adjacent areas that Contractor has arranged to use through construction easements or otherwise, and other adjacent areas used by Contractor as permitted by Laws and Regulations, is found to be defective, then Contractor shall promptly, without cost to Owner and in accordance with Owner's written instructions:

1. correct the defective repairs to the Site or such other adjacent areas;

2. correct such defective Work;

3. if the defective Work has been rejected by Owner, remove it from the Project and replace it with Work that is not defective, and

4. satisfactorily correct or repair or remove and replace any damage to other Work, to the work of others, or to other land or areas resulting therefrom.

B. If Contractor does not promptly comply with the terms of Owner's written instructions, or in an emergency where delay would cause serious risk of loss or damage, Owner may have the defective Work corrected or repaired or may have the rejected Work removed and replaced. Contractor shall pay all claims, costs, losses, and damages (including but not limited to all fees and charges of engineers, architects, attorneys, and other professionals and all court or arbitration or other dispute resolution costs) arising out of or relating to such correction or repair or such removal and replacement (including but not limited to all costs of repair or replacement of work of others).

C. In special circumstances where a particular item of equipment is placed in continuous service before Substantial Completion of all the Work, the correction period for that item may start to run from an earlier date if so provided in the Specifications.

D. Where defective Work (and damage to other Work resulting therefrom) has been corrected or removed and replaced under this paragraph, the correction period hereunder with

respect to such Work will be extended for an additional period of one year after such correction or removal and replacement has been satisfactorily completed.

E. Contractor's obligations under this paragraph are in addition to all other obligations and warranties. The provisions of this paragraph shall not be construed as a substitute for, or a waiver of, the provisions of any applicable statute of limitation or repose.

ARTICLE 16 – SUSPENSION OF WORK AND TERMINATION

16.01 *Owner May Suspend Work*

A. At any time and without cause, Owner may suspend the Work or any portion thereof for a period of not more than 90 consecutive days by written notice to Contractor and Engineer. Such notice will fix the date on which Work will be resumed. Contractor shall resume the Work on the date so fixed. Contractor shall be entitled to an adjustment in the Contract Price or an extension of the Contract Times, or both, directly attributable to any such suspension. Any Change Proposal seeking such adjustments shall be submitted no later than 30 days after the date fixed for resumption of Work.

16.02 *Owner May Terminate for Cause*

A. The occurrence of any one or more of the following events will constitute a default by Contractor and justify termination for cause:

1. Contractor's persistent failure to perform the Work in accordance with the Contract Documents (including, but not limited to, failure to supply sufficient skilled workers or suitable materials or equipment or failure to adhere to the Progress Schedule);

2. Failure of Contractor to perform or otherwise to comply with a material term of the Contract Documents;

3. Contractor's disregard of Laws or Regulations of any public body having jurisdiction; or

4. Contractor's repeated disregard of the authority of Owner or Engineer.

B. If one or more of the events identified in Paragraph 16.02.A occurs, then after giving Contractor (and any surety) ten days written notice that Owner is considering a declaration that Contractor is in default and termination of the contract, Owner may proceed to:

1. declare Contractor to be in default, and give Contractor (and any surety) notice that the Contract is terminated; and

2. enforce the rights available to Owner under any applicable performance bond.

C. Subject to the terms and operation of any applicable performance bond, if Owner has terminated the Contract for cause, Owner may exclude Contractor from the Site, take possession of the Work, incorporate in the Work all materials and equipment stored at the Site or for which Owner has paid Contractor but which are stored elsewhere, and complete the Work as Owner may deem expedient.

D. Owner may not proceed with termination of the Contract under Paragraph 16.02.B if Contractor within seven days of receipt of notice of intent to terminate begins to correct its failure to perform and proceeds diligently to cure such failure.

E. If Owner proceeds as provided in Paragraph 16.02.B, Contractor shall not be entitled to receive any further payment until the Work is completed. If the unpaid balance of the Contract Price exceeds the cost to complete the Work, including all related claims, costs,

losses, and damages (including but not limited to all fees and charges of engineers, architects, attorneys, and other professionals) sustained by Owner, such excess will be paid to Contractor. If the cost to complete the Work including such related claims, costs, losses, and damages exceeds such unpaid balance, Contractor shall pay the difference to Owner. Such claims, costs, losses, and damages incurred by Owner will be reviewed by Engineer as to their reasonableness and, when so approved by Engineer, incorporated in a Change Order. When exercising any rights or remedies under this paragraph, Owner shall not be required to obtain the lowest price for the Work performed.

F. Where Contractor's services have been so terminated by Owner, the termination will not affect any rights or remedies of Owner against Contractor then existing or which may thereafter accrue, or any rights or remedies of Owner against Contractor or any surety under any payment bond or performance bond. Any retention or payment of money due Contractor by Owner will not release Contractor from liability.

G. If and to the extent that Contractor has provided a performance bond under the provisions of Paragraph 6.01.A, the provisions of that bond shall govern over any inconsistent provisions of Paragraphs 16.02.B and 16.02.D.

16.03 *Owner May Terminate For Convenience*

A. Upon seven days written notice to Contractor and Engineer, Owner may, without cause and without prejudice to any other right or remedy of Owner, terminate the Contract. In such case, Contractor shall be paid for (without duplication of any items):

1. completed and acceptable Work executed in accordance with the Contract Documents prior to the effective date of termination, including fair and reasonable sums for overhead and profit on such Work;

2. expenses sustained prior to the effective date of termination in performing services and furnishing labor, materials, or equipment as required by the Contract Documents in connection with uncompleted Work, plus fair and reasonable sums for overhead and profit on such expenses; and

3. other reasonable expenses directly attributable to termination, including costs incurred to prepare a termination for convenience cost proposal.

B. Contractor shall not be paid on account of loss of anticipated overhead, profits, or revenue, or other economic loss arising out of or resulting from such termination.

16.04 *Contractor May Stop Work or Terminate*

A. If, through no act or fault of Contractor, (1) the Work is suspended for more than 90 consecutive days by Owner or under an order of court or other public authority, or (2) Engineer fails to act on any Application for Payment within 30 days after it is submitted, or (3) Owner fails for 30 days to pay Contractor any sum finally determined to be due, then Contractor may, upon seven days written notice to Owner and Engineer, and provided Owner or Engineer do not remedy such suspension or failure within that time, terminate the contract and recover from Owner payment on the same terms as provided in Paragraph 16.03.

B. In lieu of terminating the Contract and without prejudice to any other right or remedy, if Engineer has failed to act on an Application for Payment within 30 days after it is submitted, or Owner has failed for 30 days to pay Contractor any sum finally determined to be due, Contractor may, seven days after written notice to Owner and Engineer, stop the

Work until payment is made of all such amounts due Contractor, including interest thereon. The provisions of this paragraph are not intended to preclude Contractor from submitting a Change Proposal for an adjustment in Contract Price or Contract Times or otherwise for expenses or damage directly attributable to Contractor's stopping the Work as permitted by this paragraph.

ARTICLE 17 – FINAL RESOLUTION OF DISPUTES

17.01 *Methods and Procedures*

A. *Disputes Subject to Final Resolution*: The following disputed matters are subject to final resolution under the provisions of this Article:

1. A timely appeal of an approval in part and denial in part of a Claim, or of a denial in full; and

2. Disputes between Owner and Contractor concerning the Work or obligations under the Contract Documents, and arising after final payment has been made.

B. *Final Resolution of Disputes*: For any dispute subject to resolution under this Article, Owner or Contractor may:

1. elect in writing to invoke the dispute resolution process provided for in the Supplementary Conditions; or

2. agree with the other party to submit the dispute to another dispute resolution process; or

3. if no dispute resolution process is provided for in the Supplementary Conditions or mutually agreed to, give written notice to the other party of the intent to submit the dispute to a court of competent jurisdiction.

ARTICLE 18 – MISCELLANEOUS

18.01 *Giving Notice*

A. Whenever any provision of the Contract Documents requires the giving of written notice, it will be deemed to have been validly given if:

1. delivered in person, by a commercial courier service or otherwise, to the individual or to a member of the firm or to an officer of the corporation for which it is intended; or

2. delivered at or sent by registered or certified mail, postage prepaid, to the last business address known to the sender of the notice.

18.02 *Computation of Times*

A. When any period of time is referred to in the Contract by days, it will be computed to exclude the first and include the last day of such period. If the last day of any such period falls on a Saturday or Sunday or on a day made a legal holiday by the law of the applicable jurisdiction, such day will be omitted from the computation.

18.03 *Cumulative Remedies*

A. The duties and obligations imposed by these General Conditions and the rights and remedies available hereunder to the parties hereto are in addition to, and are not to be construed in any way as a limitation of, any rights and remedies available to any or all of

them which are otherwise imposed or available by Laws or Regulations, by special warranty or guarantee, or by other provisions of the Contract. The provisions of this paragraph will be as effective as if repeated specifically in the Contract Documents in connection with each particular duty, obligation, right, and remedy to which they apply.

18.04 *Limitation of Damages*

A. With respect to any and all Change Proposals, Claims, disputes subject to final resolution, and other matters at issue, neither Owner nor Engineer, nor any of their officers, directors, members, partners, employees, agents, consultants, or subcontractors, shall be liable to Contractor for any claims, costs, losses, or damages sustained by Contractor on or in connection with any other project or anticipated project.

18.05 *No Waiver*

A. A party's non-enforcement of any provision shall not constitute a waiver of that provision, nor shall it affect the enforceability of that provision or of the remainder of this Contract.

18.06 *Survival of Obligations*

A. All representations, indemnifications, warranties, and guarantees made in, required by, or given in accordance with the Contract, as well as all continuing obligations indicated in the Contract, will survive final payment, completion, and acceptance of the Work or termination or completion of the Contract or termination of the services of Contractor.

18.07 *Controlling Law*

A. This Contract is to be governed by the law of the state in which the Project is located.

18.08 *Headings*

A. Article and paragraph headings are inserted for convenience only and do not constitute parts of these General Conditions.

SUPPLEMENTARY CONDITIONS OF THE CONSTRUCTION CONTRACT

TABLE OF CONTENTS

Page

ARTICLE 2 – preliminary matters 2

ARTICLE 4 - Commencement and Progress of the Work 2

ARTICLE 5 – AVAILABILITY OF LANDS; SUBSURFACE AND PHYSICAL CONDITIONS; HAZARDOUS ENVIRONMENTAL CONDITIONS 2

ARTICLE 6 – BONDS AND INSURANCE 2

ARTICLE 7 – CONTRACTOR'S RESPONSIBILITIES 4

ARTICLE 10 – ENGINEER'S STATUS DURING CONSTRUCTION 4

ARTICLE 13 – COST OF THE WORK; ALLOWANCES; UNIT PRICE WORK 7

ARTICLE 15 – Payment to contractor; set-offs;completion; correction period 8

ARTICLE 16 – suspension of work and termination 8

ARTICLE 17 – FINAL RESOLUTION OF DISPUTES 9

ARTICLE 2 – PRELIMINARY MATTERS

SC-2.07 Add the following new paragraph immediately after Paragraph 2.06:

"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."

ARTICLE 4 - COMMENCEMENT AND PROGRESS OF THE WORK

SC-4.05.C.2 Add the following language at the end of paragraph 4.05.C.2:

"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 5 – AVAILABILITY OF LANDS; SUBSURFACE AND PHYSICAL CONDITIONS; HAZARDOUS ENVIRONMENTAL CONDITIONS

SC-5.03 Add the following new paragraphs immediately after Paragraph 5.03.B:

A. The following reports of explorations and tests of subsurface conditions at or adjacent to the Site are known to Owner:

1. Not used.

SC 5.06 Delete Paragraphs 5.06.A and 5.06.B in their entirety and insert the following:

A. No reports or drawings related to Hazardous Environmental Conditions at the Site are known to Owner.

B. Not Used.

ARTICLE 6 – BONDS AND INSURANCE

SC-6.02 Add the following paragraph immediately after Paragraph 6.02.B:

1. Contractor 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

SC 6.03 Add the following new paragraph immediately after Paragraph 6.03.J:

K. The limits of liability for the insurance required by Paragraph 6.03 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 under Paragraphs 6.03.A.1 and A.2 of the General Conditions:**

State:	**Statutory**
Federal, if applicable (e.g., Longshoreman's):	**Statutory**

Employer's Liability:

Bodily injury, each accident	**$ 505,520**

2. **Contractor's Commercial General Liability under Paragraphs 6.03.B and 6.03.C of the General Conditions:**

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 under Paragraph 6.03.D. of the General Conditions:**

Combined Single Limit of	**$ 3,370,137**

4. **Excess or Umbrella Liability:**

Per Occurrence	**$ 3,370,137**
General Aggregate	**$ 3,370,137**

5. **Contractor'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: In addition to Owner and Engineer, include as additional insureds the following: None.**
7. **Contractor's Professional Liability:**

Each Claim	**$ 3,370,137**
Annual Aggregate	**$ 3,370,137**

ARTICLE 7 – CONTRACTOR'S RESPONSIBILITIES

SC-7.01.C. Add the following new subparagraphs immediately after Paragraph 7.01.B:

The Contractor shall be responsible for the conduct of Contractor's employees and the employees of Subcontractors and suppliers on the Work site. The Contractor 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-7.02.B. Add the following new subparagraphs immediately after Paragraph 7.02.B:

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**

SC-7.02.B. Append Paragraph 7.02.B to state "No Sunday work shall be allowed."

SC 7.09 Add a new paragraph immediately after Paragraph 7.09.A:

B. 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 Contractor 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 Contractor, or to supplies or materials not incorporated into the Work.**

ARTICLE 10 – ENGINEER'S STATUS DURING CONSTRUCTION

SC-10.03 Add the following new paragraphs immediately after Paragraph 10.03.A:

B. The Resident Project Representative (RPR) will be Engineer's representative at the Site, will act as directed by and under the supervision of Engineer, and will confer with Engineer regarding RPR's actions.

1. **General: RPR's dealings in matters pertaining to the Work in general shall be with Engineer and Contractor. RPR's dealings with Subcontractors shall only be through or with the full knowledge and approval of Contractor. RPR shall generally communicate with Owner only with the knowledge of and under the direction of Engineer.**

2. **Schedules: Review the progress schedule, schedule of Shop Drawing and Sample submittals, and Schedule of Values prepared by Contractor and consult with Engineer concerning acceptability.**

3. **Conferences and Meetings: Attend meetings with Contractor, 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 Engineer's liaison with Contractor. Working principally through Contractor's authorized representative or designee, assist in providing information regarding the provisions and intent of the Contract Documents.**

    b. **Assist Engineer in serving as Owner's liaison with Contractor when Contractor'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 Engineer when clarifications and interpretations of the Contract Documents are needed and transmit to Contractor clarifications and interpretations as issued by Engineer.**

6. **Shop Drawings and Samples:**

    a. **Record date of receipt of Samples and Contractor-approved Shop Drawings.**

    b. **Receive Samples which are furnished at the Site by Contractor, and notify Engineer of availability of Samples for examination.**

    c. **Advise Engineer and Contractor 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 Engineer.**

7. **Modifications: Consider and evaluate Contractor's suggestions for modifications in Drawings or Specifications and report such suggestions, together with RPR's recommendations, if any, to Engineer. Transmit to Contractor in writing decisions as issued by Engineer.**

8. **Review of Work and Rejection of Defective Work:**

    a. **Conduct on-Site observations of Contractor's work in progress to assist Engineer in determining if the Work is in general proceeding in accordance with the Contract Documents.**

    b. **Report to Engineer whenever RPR believes that any part of Contractor'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 Engineer 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 Contractor maintains adequate records thereof.**

    b. **Observe, record, and report to Engineer 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 Contractor'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 Contractors, Subcontractors, and major Suppliers of materials and equipment.**

    c. **Maintain records for use in preparing Project documentation.**

11. **Reports:**

    a. **Furnish to Engineer periodic reports as required of progress of the Work and of Contractor's compliance with the Progress Schedule and schedule of Shop Drawing and Sample submittals.**

    b. **Draft and recommend to Engineer proposed Change Orders, Work Change Directives, and Field Orders. Obtain backup material from Contractor.**

    c. **Immediately notify Engineer 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 Contractor for compliance with the established procedure for their submission and forward with recommendations to Engineer, 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 Contractor are applicable to the items actually installed and in accordance with the Contract Documents, and have these documents delivered to Engineer for review and forwarding to Owner prior to payment for that part of the Work.**

14. **Completion:**

    a. **Participate in Engineer'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 Engineer's final visit to the Site to determine completion of the Work, in the company of Owner and Contractor, 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 Engineer concerning acceptance and issuance of the notice of acceptability of the work.**

C. 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 Contractor, 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 Contractor'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 Contractor.**

6. **Participate in specialized field or laboratory tests or inspections conducted off-site by others except as specifically authorized by Engineer.**

7. **Accept Shop Drawing or Sample submittals from anyone other than Contractor.**

8. **Authorize Owner to occupy the Project in whole or in part.**

ARTICLE 13 – COST OF THE WORK; ALLOWANCES; UNIT PRICE WORK

SC 13.01.B.5.c Delete Paragraph 13.01.B.5.c in its entirety and insert the following in its place:

c. Construction Equipment and Machinery:

1) **Rentals of all construction equipment and machinery, and the parts thereof, in accordance with rental agreements approved by Owner with the advice of Engineer, and the costs of transportation, loading, unloading, assembly,**

dismantling, and removal thereof. All such costs shall be in accordance with the terms of said rental agreements. The rental of any such equipment, machinery, or parts shall cease when the use thereof is no longer necessary for the Work.

2) Costs for equipment and machinery owned by Contractor will be paid at a rate shown for such equipment in the Rental Rate Blue Book, FHWA Hourly Rate. These computed rates will include all operating costs. Costs will include the time the equipment or machinery is in use on the changed Work and the costs of transportation, loading, unloading, assembly, dismantling, and removal when directly attributable to the changed Work. The cost of any such equipment or machinery, or parts thereof, shall cease to accrue when the use thereof is no longer necessary for the changed Work. Equipment or machinery with a value of less than $1,000 will be considered small tools.

SC 13.03.E Delete Paragraph 13.03.E in its entirety and insert the following in its place:

E. The unit price of an item of Unit Price Work shall be subject to reevaluation and adjustment under the following conditions:

1. if the extended price of a particular item of Unit Price Work amounts to _15_ percent or more of the Contract Price (based on estimated quantities at the time of Contract formation) and the variation in the quantity of that particular item of Unit Price Work actually furnished or performed by Contractor differs by more than _25_ percent from the estimated quantity of such item indicated in the Agreement; and

2. if there is no corresponding adjustment with respect to any other item of Work; and

3. if Contractor believes that Contractor has incurred additional expense as a result thereof, Contractor may submit a Change Proposal, or if Owner believes that the quantity variation entitles Owner to an adjustment in the unit price, Owner may make a Claim, seeking an adjustment in the Contract Price.

ARTICLE 15 – PAYMENT TO CONTRACTOR; SET-OFFS;COMPLETION; CORRECTION PERIOD

SC-15.01.C.1 Amend the first sentence of Paragraph 15.08.A by replacing the words "10 days" with the words "20 days".

SC-15.08.A Amend the first sentence of Paragraph 15.08.A by replacing the words "one year" with the words "two years".

SC-15.08.D Amend the first sentence of Paragraph 15.08.D by replacing the words "one year" with the words "two years".

ARTICLE 16 – SUSPENSION OF WORK AND TERMINATION

SC-16.02.D Add the following new sub-paragraph immediately after Paragraph 16.02.D.

SC-16.02.D.1 Contractor shall be deemed to have persistently failed to perform the Work in accordance with the Contract Documents, if Contractor has twice not timely cured failures of performance by Contractor which have been brought to the attention of Contractor by written notices of the Owner within the time specified in

such notices and Owner gives a third notice to the Contractor of any such failure to perform.

ARTICLE 17 – FINAL RESOLUTION OF DISPUTES

SC-17.02 Add the following new paragraph immediately after Paragraph 17.01.

SC-17.02 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, arbitrator, arbitration panel, or other arbiter of the matter subject to final resolution, taking into account the parties' initial demand or defense positions in comparison with the final result.

ARTICLE 19 – ADDITIONAL STATE OF MISSOURI CONTRACT REQUIREMENTS

SC-19.01 The following paragraph shall be added as Paragraph 19.01.

SC-19.01 Excessive Unemployment pursuant to 290.580 RSMo: Except as otherwise required by law, during a period of excessive unemployment in the State of Missouri, the Contractor shall employ only Missouri laborers from nonrestrictive states on the project, as provided in Sections 290.55 to 290.580 RSMo.

SC-19.02 The following paragraph shall be added as Paragraph 19.02.

SC-19.02 Anti Discrimination Certification RSMo 34.600: Pursuant to RSMo 34.600 the contractor shall be required to complete Exhibit C "Anti-Discrimination Against Israel Act Certification".

SC-19.03 The following paragraph shall be added as Paragraph 19.03.

SC-19.03 Proof of Lawful Presence for Eligibility for Temporary Public Benefits: Pursuant to 208.009 RSMo the applicant shall provide affirmative proof that the applicant is a citizen of a permanent resident of the United States or is lawfully present in the United States. This may be verified by the presentation of the signing applicants current valid driver's license.

SPECIAL CONDITIONS OF THE CONSTRUCTION CONTRACT

TABLE OF CONTENTS

Page

SPC-1.01 Scope of Work....2

SPC-2.01 Contract Special Conditions....3

SPC-3.01 Contractor Furnished Staking....3

SPC-4.01 Traffic Control and Routing....3

SPC-5.01 Fees for Construction Permits....4

SPC-6.01 Restoration of Yards....4

SPC-7.01 Asphalt Pavement – Material and Placement Requirements....4

SPC-8.01 Surface Structures Affected by Construction....4

SPC-9.01 Safety of the Public....5

SPC-10.01 Dimensions and Elevations....5

SPC-11.01 Pavement Markings....5

SPC-12.01 ADA Requirements....6

SPC-13.01 Sidewalk and Drive Approach Removal and Replacement....6

SPC-14.01 Curb and Gutter, Removal & Replacement....7

SPC-15.01 Drive Approach....8

SPC-15.02 Stamped & Colored Concrete....8

SPC-16.01 Staging and Stockpile Locations....8

SPC-17.01 Measurement and Payment....8

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 all work as explicitly defined within the Contract documents along 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. More specifically the streets are:

2026 Concrete Quantities By Street

Street	From	To	ADA Ramp - Install New/Remove and Replace (EA)	Sidewalk - Install New/Remove and Replace (SF)	Straight/Roll Back Curb - Install New/Remove and Replace (LF)	Drive (SF)	Stamped & Colored Concrete (SF)
Circle Dr.	Liberty High School	448 Circle Dr.	0.00	0.00	141.00	0.00	0.00
Clay Circle	Cul De Sac	NA	2.00	0.00	0.00	0.00	0.00
Clay Ct.	Cul De Sac	NA	2.00	0.00	0.00	0.00	0.00
Forest Ave.	Kansas St.	Thompson Ave.	4.00	0.00	390.00	0.00	0.00
Frontage Rd.	Kansas St.	Crowley Parking Lot	0.00	0.00	19.00	0.00	0.00
Garden Dr.	Cul De Sac	NA	2.00	0.00	0.00	0.00	0.00
Holly Ct.	S. West Side of Cul De Sac	NA	0.00	0.00	80.00	0.00	0.00
Holt Dr.	South Side Just East of Rail Tracks	NA	0.00	25.00	0.00	0.00	0.00
Kansas St.	N. Ridge Ave.	Harrison St.	4.00	0.00	0.00	0.00	0.00
Lake Rd	Nashua Rd	Northern End	2.00	0.00	0.00	0.00	0.00
Larkspur Ct.	Cul De Sac	NA	2.00	0.00	0.00	0.00	0.00
Larkspur Dr.	Liberty Dr.	Clay Dr.	2.00	0.00	0.00	0.00	0.00
Liberty Dr.	Route 291	S. Ridge	0.00	0.00	254.00	417.00	0.00
Lightburne Glenn Hendren Intersection	Intersection	End	1.00	0.00	0.00	0.00	0.00
Midjay Dr.	S. Stewart Rd.	Liberty Dr.	7.00	0.00	0.00	0.00	0.00
Park Ln.	Wellington Way	Broadmore Ln.	0.00	0.00	41.00	0.00	0.00
Progress St.	Post Office	NA	2.00	0.00	0.00	0.00	0.00
S. Stewart Rd.	Consitor St.	Academy Sports	1.00	48.00	136.00	0.00	103.00
Snowdrop Cir.	Cul De Sac	NA	0.00	0.00	48.00	0.00	0.00
South Liberty Parkway	Western Limits	Withers	5.00	335.00	1,675.00	0.00	0.00
Wellington Way	Withers Rd	End	1.00	80.00	57.00	0.00	0.00
Withers	East of 1801 Green Meadows		0.00	10.00	0.00	0.00	0.00

Priority One Areas:

- S. Stewart Rd.
- Midjay Dr.
- Frontage Rd.

Priority Two Areas:

- All others.

SPC-2.01 Contract Special Conditions

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.

SPC-3.01 Contractor Furnished 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 in order to achieve ADA compliance.

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. 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.

SPC-4.01 Traffic Control and Routing

All costs for traffic control shall be paid as described in SPC-17.01.

A. Construction operations shall be coordinated to result in the least practicable delay to pedestrians and traffic. Traffic shall be carried through construction with a minimum of one lane open in each direction at all times. Pedestrians shall be routed safely around construction areas and sidewalks shall be closed appropriately with proper traffic control barricades, cones, sidewalk closure signage, and temporary fencing as needed for safety. Access to adjoining businesses and residences will be maintained at all times.

B. 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.

C. 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.

D. Barricades and/or signs shall not be removed from poured concrete until said concrete has cured such that marks will not occur in the concrete once it is opened to traffic. Such determination will be made by the Engineer or his representative in the field.

E. 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.

F. 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 and/or sidewalk 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 for review and approval.

G. 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.

H. 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.

I. The Contractor shall provide dedicated traffic control plans for the following locations which shall only be used after written approval from the Office of the City Engineer:

   1. S. Stewart Rd.
   2. Liberty Dr.

SPC-5.01 Fees for Construction Permits

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 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.

SPC-6.01 Restoration of Yards

There shall be no direct payment made for the restoration of yards 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 yards and ROW damaged 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 lawn 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.

SPC-7.01 Asphalt Pavement – Material and Placement Requirements

A. 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.

SPC-8.01 Surface Structures Affected by Construction

All pavement, surfaces, driveways, curbs, walks, buildings, traffic signs, utility poles, guy wires and other surface structures affected by construction operations in connection with the performance of the contract, together with all sod and shrubs in yards, parks and parking, shall be maintained and if

removed or otherwise damaged, shall be restored to the original condition thereof, as determined and approved by the Engineer. All replacement of such surface structures or parts thereof shall be made with new materials conforming to the requirements of these specifications or, if not specified, as approved by the Engineer, at the Contractor's own cost and expense, unless otherwise provided by the contract.

SPC-9.01 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. Public Notification: The Contractor shall place door hangar notifications on all residences and businesses adjacent to work at least 48 hours prior to start of intended work at said locations. Door hangar notifications shall be supplied and placed by the Contractor. Engineer shall review and approve proposed door hangars prior to printing and placement.

   Emergency No Parking Signage (Temp.): Contractor may supply and place emergency no parking signage as needed adjacent to work at least 48 prior to start of intended work. Cars that are parked in the way of construction shall be tagged with a non-stick notice under the driver side windshield wiper a minimum of 48 hours prior to start of intended work, vehicles that have been tagged will be towed at the owner's expense by the contractor. The contractor shall notify the City project inspector for final approval prior to towing. Towing shall only be a last resort after all other means of contacting the owner are exhausted.

   > *Sec. 20-143. - No parking for construction activities.*
   >
   > *Pursuant to section 20-121, parking is prohibited at all times, when temporarily posted as such, to facilitate public construction activities. Any vehicle parked within the posted temporary No Parking areas will be towed at the owner's expense.*
   >
   > *Ord. No. 6696, § 6, 11-8-93*

B. 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.

SPC-10.01 Dimensions and Elevations

It is the intent of this project to provide City and ADA compliant improvements which transition into existing dimensions and elevations. The Contractor shall verify all improvements dimensions and elevations meet City and ADA standards. Any discrepancy between the finished product and City and ADA requirements shall be supplied to the Engineer for approval prior to acceptance of said improvement.

SPC-11.01 Pavement Markings

Any pavement markings damaged during construction shall be replaced per the pre-existing pattern. Pavement markings shall be thermoplastic type pavement markings in accordance with the City of Liberty Technical Specifications on newly patched asphalt surface. MMA (Methyl Methacrylate) type pavement markings shall be used on pre-existing asphalt and pre-existing and/or new concrete pavement. All pavement marking symbols shall conform to the (MUTCD). This work shall include all labor, materials and equipment necessary to complete the work.

SPC-12.01 ADA Requirements

The City of Liberty has adopted the MoDOT ADA checklist as an ADA acceptance criterion for this contract. The MoDOT ADA checklist is attached as Exhibit B to the Project Contract. In the event of a conflict between the specifications of the City and the adopted acceptance criteria a request for determination shall be made to the Owner via electronic mail.

A. ADA Curb Ramps:

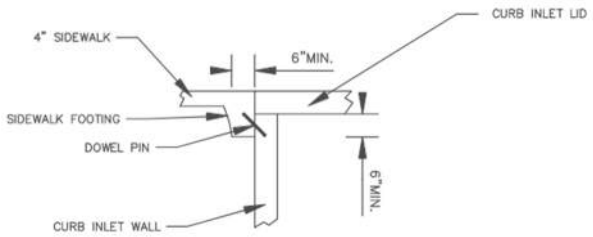
The term ADA Curb Ramp shall be used to apply to curb ramps, blended transitions and combinations of curb ramps and blended transitions.

1. All Curb Ramps shall be constructed to fully meet all adopted ADA requirements.
2. Curb ramps shall be constructed to accommodate the "Cast in Tact Detectable Warning Panel No. MA TP22" insets, or approved equal. The insets shall be placed so truncated domes extend across the entire width of the flush curb opening at the base of the ramp. Insets and/or surface mount tactiles shall be cut and trimmed as necessary to extend across any flush opening gaps.
3. ADA detectable surface mount tactiles shall be 2' wide and 4' or more in dimension and placed as necessary (and trimmed if needed) on existing ADA ramps to extend the full width of the curb opening at the base of the ADA ramp. Beveled edge and truncated dome pattern shall meet all ADA requirements.
4. The contractor shall at each curb ramp replace the required 5'x5' landing (hereafter referred to as landing). Where a landing does not already exist for replacement the existing concrete shall be removed and replaced by a new landing. The landing shall be considered incidental to the ADA Curb Ramp Removal & Replacement line Item.
5. The contractor shall be expected to replace sidewalk either side of landings as necessary to meet ADA slope requirements and provide a full and finished product. Refer to the Measurement and Payment Job Special Conditions for the procedure for measurement and payment of any additional sidewalk required as part of the ADA Curb Ramp Removal & Replacement line item.
6. The contractor shall be expected to replace curb and gutter either side of each ADA Ramp as necessary to provide a full and finished product. Refer to the Measurement and Payment Job Special Conditions for the procedure for measurement and payment of any additional Curb and Gutter required as part of the ADA Curb Ramp line item.

SPC-13.01 Sidewalk and Drive Approach Removal and Replacement

Except as modified or stipulated herein, sidewalk removal and replacement shall conform to the requirements of Section 2200 as contained in the Technical Specifications for Public Improvement Projects of the City of Liberty, Missouri. Backfill of concrete flatwork with topsoil, seed, and mulch is subsidiary to the work.

1. Sidewalk Removal & Replacement (4"): The Contractor shall saw cut the limits of the sidewalk removal. The saw cut shall be the full depth of the walk including brick or concrete base. The Contractor shall place 4" thick concrete sidewalks, including 4" picture frame pattern, according to Section 2200. Sidewalk sections replaced adjacent to storm sewer inlet structures shall be anchored to the structure as shown in the sidewalk footing at curb inlet detail below:



NOTES:

1. DOWEL PINS SHALL BE #4 BARS, 7" LONG, INSERTED A MINIMUM OF 3" AND A MAXIMUM OF 4" INTO CURB INLET WALL.
2. EXPANSION JOINTS SHALL BE PLACED AROUND THE LID WHERE THE SIDEWALK ABUTS AND SHALL ISOLATE THE SIDEWALK FROM THE FULL DEPTH OF THE LID. THESE SHALL NOT BE COUNTED TOWARDS THE EXPANSION REQUIRED.
3. DOWEL PINS SHALL BE PLACED ON 18" CENTERS WITH A MINIMUM OF ONE PER EVERY SIDE AFFECTED.
4. FOOTING SHALL BE USED WHENEVER ANY PORTION OF THE CURB INLET LID IS UTILIZED FOR SIDEWALK AND TOP . OF CURB INLET AND SIDEWALK SHALL BE FLUSH. IF CURB INLET LID IS USED IT MUST MEET ADA CROSS SLOPE REQUIREMENTS.
5. COST OF FOOTING IS SUBSIDAIRY TO THE SIDEWALK BID.

SIDEWALK FOOTING AT CURB INLET DETAIL

2. Integral Sidewalk and Curb: The Contractor shall saw cut the limits of the sidewalk removal. The saw cut shall be the full depth of the walk including brick or concrete base. The Contractor shall place 4" thick concrete sidewalks with integral 6" tall vertical retaining wall curb on one or two sides, including 4" picture frame pattern, according to Section 2200.
3. Sidewalk Removal and Restoration to Turf (if needed): Existing sidewalk shall be removed and the area backfilled with topsoil, graded, and seeded.
4. Drive Approach Removal and Replacement (if needed): The Contractor shall saw cut the limits of the drive approach removal. The saw cut shall be the full depth of the approach. The Contractor shall place 6" thick concrete approach, including 4" picture frame pattern, according to Section 2200.

SPC-14.01 Curb and Gutter, Removal & Replacement

Except as modified or stipulated herein, curb and gutter removal and replacement shall conform to the requirements of Section 2100 as contained in the Technical Specifications for Public Improvement Projects of the City of Liberty, Missouri.

1. Removal and Replacement: The Contractor shall saw cut the limits of the Curb and Gutter removal. The saw cut shall be the full depth of the Curb and Gutter. The Contractor shall place new Curb and Gutter to meet the City of Liberty technical specifications for Curb and Gutter. Curb and Gutter sections shall be no less 5' in length.
2. Curb and Gutter removed and replaced as part of the replacement of an ADA ramp shall be measured and paid for as defined within the Measurement and Payment SPC.
3. Asphalt patching in streets adjacent to replaced Curb and Gutter shall be done by sawcut, milling, or other means so as to leave a neat, clean, straight edge where matching adjacent pavements. Patches may be filled with full depth asphalt, or by concrete up to 1.5" below finished pavement elevation followed by 1.5" cold patch asphalt surface placed to finished surface elevation. Patching is required at all areas the same day in which forms are removed. Patching (concrete and/or asphalt) shall be considered incidental to the Curb and Gutter, Removal & Replacement line item and as such no additional compensation will be allowed.
    a. Cold Patch shall not be allowed in those work areas associated with Add Alt 2. All areas defined in Add Alt 2 which require pavement patching shall be done with hot mix asphalt placed to finished surface elevation.

SPC-15.01 Drive Approach

1. Drive Approach: 6" thick non-reinforced concrete drive ways shall be placed where specified. Contractor shall remove existing drive approach totally to the nearest contraction or expansion joint. All activity shall meet the requirements of City of Liberty Specifications for subgrade preparation, forms, joints, concrete work, backfill, joint sealing and clean up, and surface tolerances. Drive Approaches shall be paid for by the square foot of drive approaches poured.

SPC-15.02 Stamped & Colored Concrete

1. Stamped & Colored Concrete shall be placed where specified. 6" thick non-reinforced concrete shall be placed where specified. Contractor shall remove existing stamped & colored concrete totally to the nearest contraction or expansion joint or specified point. Stamping pattern and coloring of concrete shall match that of the existing material which remains. All activity shall meet the requirements of City of Liberty Specifications for subgrade preparation, forms, joints, concrete work, backfill, joint sealing and clean up, and surface tolerances. Stamped & Colored Concrete shall be paid for by the square foot of Stamped & Colored Concrete placed.

SPC-16.01 Staging and Stockpile Locations

1. CONTRACTOR shall be required to obtain permission from the OWNER on location and size of material and equipment staging areas and material stockpile locations. Usage of staging and/or stockpile locations without prior permission shall result in application of daily Liquidated Damages in the amount of $100.00 until such time as material and equipment's are removed or approval is granted.

SPC-17.01 Measurement and Payment

A. General:

1. 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.

2. 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.

3. 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:

B. ADA Ramp – Install New/Remove and Replace:

1. ADA Ramp – Install New/Remove and Replace (also referred to as ADA Ramp) shall be measured per each item. This item shall include the following:

   a. Curb Ramp (The term curb ramp shall encompass curb ramps, blended transitions and combinations of curb ramps and blended transitions.)

   b. 5'x5' Landing

   c. "Cast in Tact Detectable Warning Panel" #MA TP22, #MA TP12 or approved equal

d. Any Sidewalk -Install New/Remove and Replace and/or Straight/Roll Back Curb – Install New/Remove and Replace which is required *shall not* be considered incidental. It shall be documented and measured for payment as follows:

(i) Sidewalk Install New/Remove and Replace for ADA Ramp

(a) Sidewalk shall only be installed as needed to meet ADA slope requirements. Any Sidewalk which is required to meet ADA slope requirements past the 5'x5' Landing shall require prior approval from the Owner or Owners representative to be eligible for payment. The linear footage of sidewalk required per Ramp to meet ADA slope requirements shall be documented and applied for payment under the line item Sidewalk -Install New/Remove and Replace.

(ii) Straight/Roll Back Curb – Install New/Remove and Replace for *ADA Ramp*

(a) Concrete Curb and Gutter immediately adjacent to the Ramp and 3' from either side of the ramp opening shall be considered incidental to the ADA Ramp line item. Any Concrete Curb and Gutter which is required to provide a full and finished product past 3' either side of the Ramp shall require prior approval from the Owner or Owners representative to be eligible for payment. The linear footage of Concrete Curb and gutter shall be documented and applied for payment under the line item Straight/Roll Back Curb – Install New/Remove and Replace.

2. Payment will be made at the contract unit prices bid as shown in the proposal for the ADA Ramp line item. Payment shall be full compensation for all labor, equipment, materials, and incidentals necessary to complete the work.

C. Straight/Roll Back Curb – Install New/Remove and Replace

1. Curb and Gutter shall be measured by the linear foot of acceptable curb in place. Measurement shall be made along the back face of the curb section.

2. Payment shall be made at the contract unit price bid as shown in the proposal for Straight/Roll Back Curb – Install New/Remove and Replace. Payment shall be full compensation for all curb removal, curb construction, patching of pavement, sub-grade preparation for all backfilling, and all labor, equipment, materials and incidentals necessary to complete the work including grading and seeding behind curb. Until all associated work including but not limited to backfilling and cleanup behind the curb and patching of pavement is completed 25% of payment for concrete curb and gutter will be withheld.

D. Sidewalk Install New/Remove and Replace:

1. Sidewalks shall be measured by the square foot of material placed. Measurement shall be to the nearest square foot, and shall exclude any associated ADA ramp and adjacent 5'x5' ramp landing.

2. Payment will be made at the contract unit prices bid as shown in the proposal for Sidewalk Install New/Remove and Replace. Payment shall be full compensation for all labor, equipment, materials, and incidentals necessary to complete the work.

E. Traffic Control:

1. This work will not be measured for payment, but will be considered a lump sum price.

2. 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. Payment of this item shall be lump sum by the following schedule:

a. When 5 percent or more of the original contract amount is earned, 50 percent.

b. When 25 percent or more of the original contract amount is earned, an additional 25 percent.

c. When 75 percent or more of the original contract amount is earned, an additional 25 percent.

F. Mobilization

1. This work will not be measured for payment, but will be considered a lump sum price.

2. 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. Payment of this item shall be lump sum by the following schedule:

a. When 5 percent or more of the original contract amount is earned, 50 percent.

b. When 10 percent or more of the original contract amount is earned, an additional 25 percent.

c. When 25 percent or more of the original contract amount is earned, an additional 25 percent.

G. Grading:

1. Any grading work (cut and/or fill) required to achieve ADA compliance and positive drainage for ADA Ramps, Sidewalks and Curb and Gutter shall be considered incidental to the following line items and no additional compensation allowed.
   a. ADA Ramp – Install New/Remove and Replace
   b. Straight/Roll Back Curb – Install New/Remove and Replace
   c. Sidewalk Install New/Remove and Replace

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.

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)
		___ ___ / ___ ___ / ___ ___ ___ ___

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.

EXHIBIT A

Appendix A: 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.

TAYLOR BROOKS PROJECT MANAGER

Typed Name & Title of Authorized Representative

Signature of Authorized Representative

3/10/26

Date

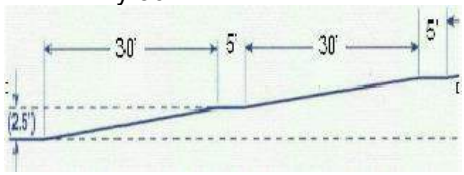
EXHIBIT B

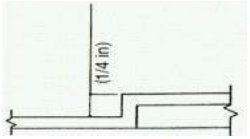
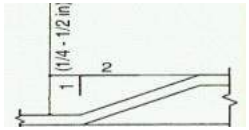
ADA CHECKLIST

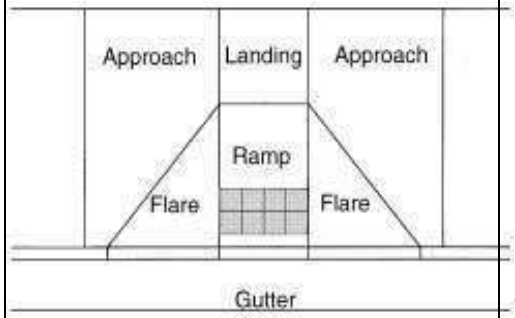
Revised October, 2022

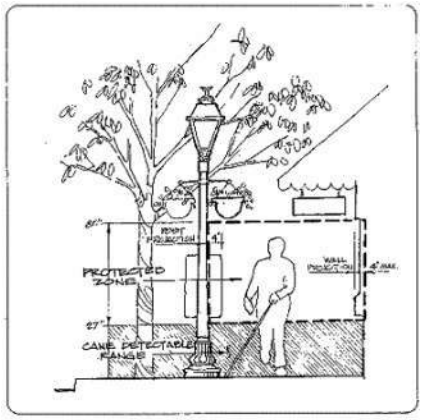
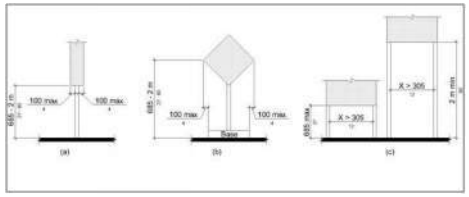
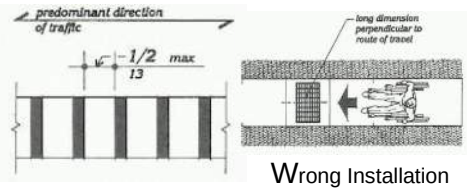
Job No._____ **Route**_____ **County**_____ **Location** _____

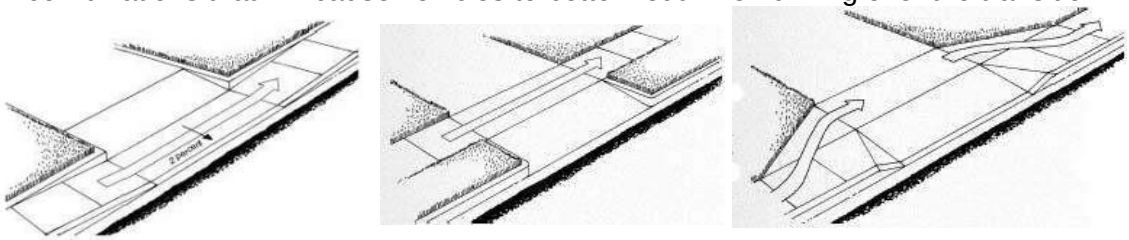
Pedestrian Access Route				
Figures/Examples	**Requirements [1]**	**YES**	**NO**	**NA**
Sidewalk Width 	• The minimum continuous and unobstructed clear width of a pedestrian access route shall be 4.0 feet, exclusive of the width of the curb. • The continuous clear width of pedestrian access routes for medians and pedestrian refuge islands must be 5 feet minimum in order to allow for passing space. • Sidewalks shall be 5 feet wide minimum. [2] • Sidewalks located within 2 feet of the back of curb are to be constructed 6 feet wide minimum and constructed adjacent to the back of the curb. [2] • Exception: an unaltered, existing sidewalk shall be 3 feet wide minimum and shall provide 5 foot x 5 foot passing spaces at intervals of 200 feet maximum. [2] • Detectable warning surfaces shall be provided, where a curb ramp, landing, or blended transition connects to a street. Where commercial driveways are provided with traffic control devices or otherwise are permitted to operate like public streets, detectable warnings should be provided at the junction between the pedestrian route and the street. • Gratings, access covers, and other appurtenances shall not be located on curb ramps, landings, blended transitions, and gutters within the pedestrian access route. • Grade breaks shall not be permitted on the surface of curb ramps, blended transitions, landings, and gutter areas within the pedestrian access route. Surface slopes that meet at grade breaks shall be flush.			
Passing Spaces	• Walkways in pedestrian access routes that are less than 5 feet in clear width shall provide passing spaces at intervals of 200 feet maximum. • Pedestrian access routes at passing spaces shall be 5 feet wide for a distance of 5 feet.			
Sidewalk Running Slope The grade that is parallel to the direction of travel, expressed as a ratio of rise to run or as a percent.	• The running slope of a pedestrian access route shall be 5 percent maximum. **<u>Roadway Grade Exception</u>**: Where pedestrian access routes are contained within a street or highway right-of-way, the grade of the pedestrian access route is permitted to equal the general grade established for the adjacent street or highway. • Running Slopes shall be measured using a calibrated 2 foot long digital level.			

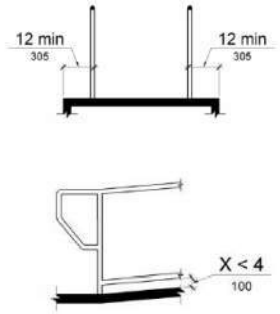
Figures/Examples	Requirements [1]	YES	NO	NA
Sidewalk Cross Slope The grade that is perpendicular to the direction of accessible pedestrian travel, measured perpendicular to the curb line or edge of the street or highway, or measured perpendicular to the running grade.	• The cross slope of the walkway of a pedestrian access route shall be 2 percent maximum. (Roadway Grade Exception may be considered) • 2010 ADA/ABA allows for cross slopes of up to ¼ inch per foot (2.08 percent). • In either case, a cross slope measurement of 2.1percent or greater is not ADA compliant. • Cross Slopes shall be measured using a calibrated 2 foot long digital level.			
Sidewalk Ramps For example, a ramp segment with the maximum allowed running slope of 8.33% would require 5' x 5' landing after every 30' of run.  	• A sidewalk segment (not contained within a street or highway border) with a running grade in excess of 5 percent but less than 8.33 percent is by definition a sidewalk ramp. • The clear width of landings, blended transitions, and curb ramps, excluding flares, shall be 4.0 feet minimum. • Cross slope of ramp runs shall be 2 percent maximum. • The rise for any ramp run shall be 30 inches maximum. • Ramps shall have landings at the top and the bottom of each ramp run. • Ramp runs with a rise greater than 6 inches shall have handrails. • Handrails shall be provided on both sides of stairs and ramps. • Edge protection shall be provided on each side of ramp runs. • Detectable warning surfaces shall be provided, where a curb ramp, landing, or blended transition connects to a street. • Gratings, access covers, and other appurtenances shall not be located on ramps, landings, blended transitions, and gutters within the pedestrian access route. • Grade breaks shall not be permitted on the surface of ramps, blended transitions, landings, and gutter areas within the pedestrian access route. Surface slopes that meet at grade breaks shall be flush.			

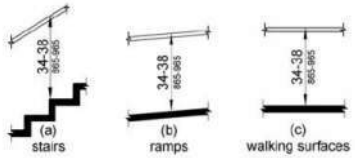
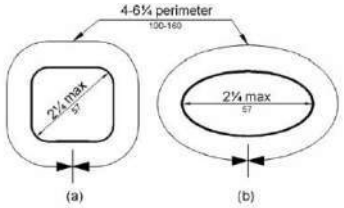
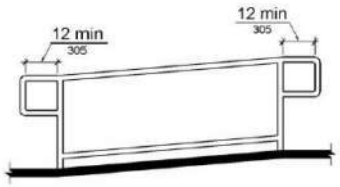
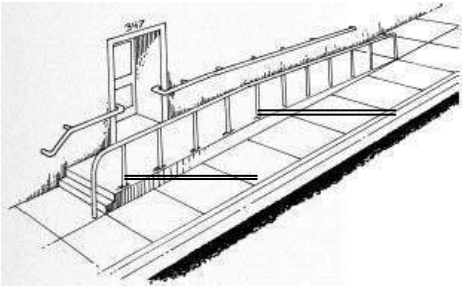
Figures/Examples	Requirements [1]	YES	NO	NA
Vertical Alignment	• Vertical alignment shall be planar within curb ramp runs, blended transitions, landings, and gutter areas within the pedestrian access route, and within clear spaces required for accessible pedestrian signals, street furniture, and operable parts. • Grade breaks shall not be permitted on the surface of curb ramps, blended transitions, landings, and gutter areas within the pedestrian access route. • Grade breaks shall be flush. • Running Slopes and Cross Slopes shall be measured using a calibrated 2 foot long digital level. • Where the pedestrian access route crosses rail tracks at grade, the surface of the pedestrian access route shall be level and flush with the top of the rail at the outer edges of the rail. The surface between the rails shall be aligned with the top of the rail.			
Changes in Level   	• Changes in level at grade breaks shall be flush. • Changes in level of ¼ inch high maximum shall be permitted to be vertical. • Changes in level between ¼ inch high maximum and ½ inch high maximum shall be beveled with a slope not steeper than 1v:2h. • The bevel shall be applied across the entire level change. • Changes in level greater than ½ inch high shall be ramp grade or flatter, a slope of 8.33 percent or less.			

Figures/Examples	Requirements [1]	YES	NO	NA
Landing A required level space required at both ends of a ramp. An area 5' x 5' with no slope greater than 2 percent. This space can be used as a place to rest, turn or pass another user. Landings that are contained within a street or highway border are permitted to use the Roadway Grade Exception for running slopes or cross slopes in the direction of the roadway travel being matched.  	• The landing clear width shall be at least as wide as the widest ramp run leading to the landing. • The clear width of landings, blended transitions, and curb ramps, excluding flares, shall be 4 feet minimum. • The landing clear length shall be 5 feet long minimum. • Landing slopes shall be 2 percent maximum. • Changes in level at grade breaks shall be flush. • Detectable warning surfaces shall be provided, where a curb ramp, landing, or blended transition connects to a street. Detectable warning shall be located on the landing or blended transition at the back of curb. • Gratings, access covers, and other appurtenances shall not be located on curb ramps, landings, blended transitions, and gutters within the pedestrian access route. • Grade breaks shall not be permitted on the surface of curb ramps, blended transitions, landings, and gutter areas within the pedestrian access route. Surface slopes that meet at grade breaks shall be flush. **Roadway Grade Exception**: The grade of pedestrian access routes within sidewalks is permitted to equal the general grade established for the adjacent street or highway. The cross slope of curb ramps, blended transitions, landings, and turning spaces at pedestrian street crossings without yield or stop control where vehicles can proceed through the intersection without slowing or stopping, and at midblock pedestrian street crossings are permitted to equal the street or highway grade. • Running Slopes and Cross Slopes shall be measured using a calibrated 2 foot long digital level.			

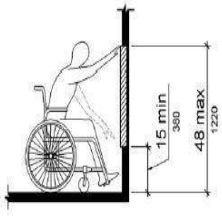
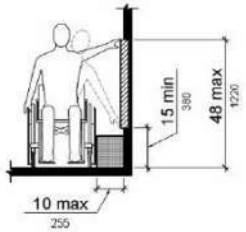
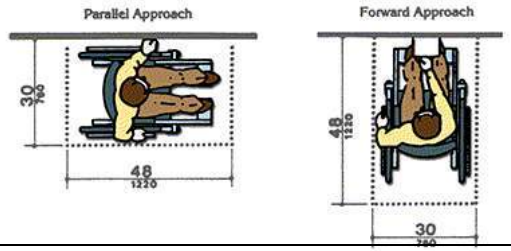
Figures/Examples	Requirements [1]	YES	NO	NA
 	• Protruding objects on sidewalks and other pedestrian circulation paths shall not reduce the clear width required for pedestrian accessible routes. • Objects with leading edges more than 27 inches and not more than 80 inches above the finish floor or ground shall protrude 4 inches maximum horizontally into the circulation path. • Free-standing objects mounted on posts or pylons shall overhang circulation paths 4 inches maximum measured horizontally from the post or pylon base when located 27 inches minimum and 80 inches maximum above the finish floor or ground. The base dimension shall be 2.5 inches thick minimum. (2011 PROWAG R402.3) • Where a sign or other obstruction is mounted between posts or pylons and the clear distance between the posts or pylons is greater than 12 inches, the lowest edge of such sign or obstruction shall be 27 inches maximum or 80 inches minimum above the finish floor or ground. • Vertical clearance shall be 80 inches high minimum. Guardrails or other barriers shall be provided where the vertical clearance is less than 80 inches high. The leading edge of such guardrail or barrier shall be located 27 inches maximum above the finish floor or ground. • Guardrails or other barriers shall be provided where the vertical clearance is less than 80 inches high. The leading edge of such guardrail or barrier shall be located 27 inches maximum above the finish surface or ground.			
   Wrong Installation	• Openings in floor and ground surfaces shall not allow passage of a sphere more than ½ inch diameter. Elongated openings shall be placed so that the long dimension is perpendicular to the dominant direction of travel. • Gratings, access covers, and other appurtenances shall not be located on curb ramps, landings, blended transitions, and gutters within the pedestrian access route. • Lift holes for manhole/utility covers shall not have an opening greater than ½ inch. Plugging of holes greater than ½ inch with a material approved by the engineer is acceptable as long as it complies with the changes in level requirements.			

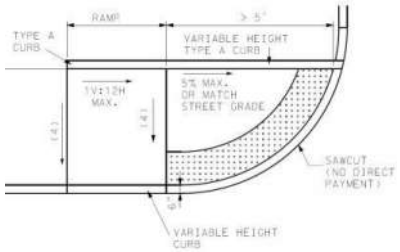
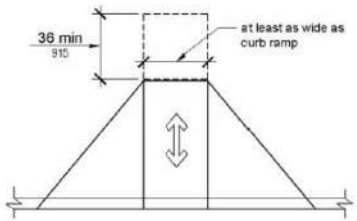
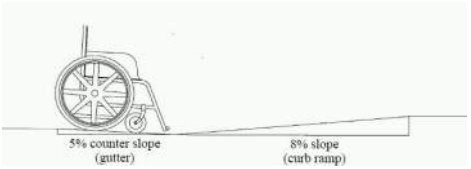
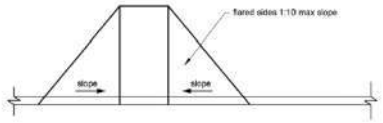
ENTRANCES (PROWAG R301)				
Figures/Examples	**Requirements [1]**	**YES**	**NO**	**NA**
	• The minimum continuous and unobstructed clear width of a pedestrian access route provided across commercial and residential entrances shall be 4 feet minimum. • Cross slope shall be 2 percent maximum. • Be cautious with the transition from the driveway to the roadway to avoid grade combinations that will cause vehicles to bottom out when driving over the transition. [2] 			

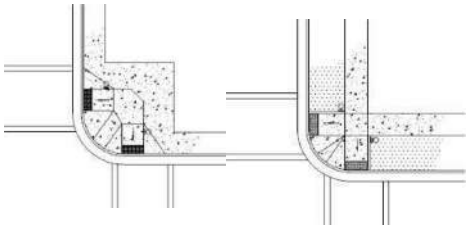
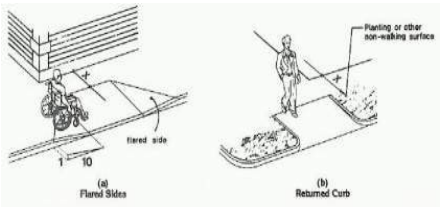
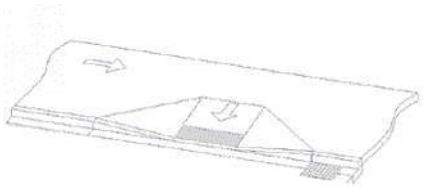
EDGE PROTECTION (PROWAG R406.8)				
Figures/Examples	**Requirements [1]**	**YES**	**NO**	**NA**
	• Edge protection shall be provided on each side of ramp runs and at each side of ramp landings. • A curb or barrier shall be provided that prevents the passage of a 4 inch diameter sphere, where any portion of the sphere is within 4 inches of the finish floor or ground surface. • Edge-protection shall not be required when the floor or ground surface of the ramp run or landing extends 12 inches minimum beyond the inside face of a handrail. • Edge protection shall not be required on curb ramps and their landings. • Edge protection shall not be required on ramps that are not required to have handrails and have flares not steeper than 1:10. • Edge protection shall not be required on the sides of ramp landings having a vertical drop-off of ½ inch maximum within 10 inches horizontally of the minimum landing area.			

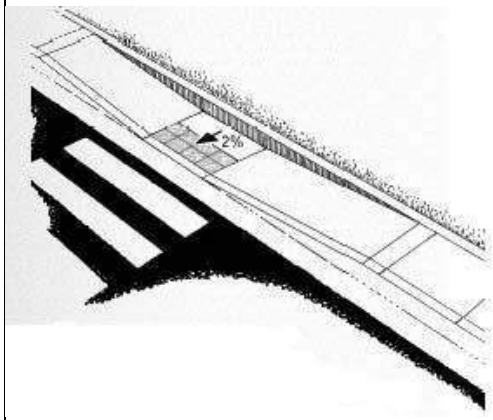
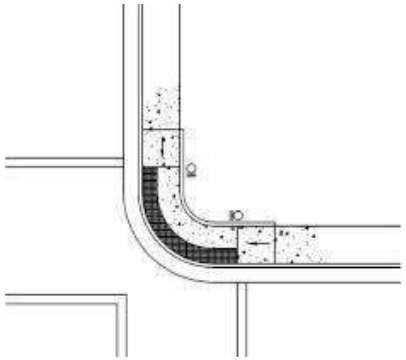
HANDRAIL AND PEDESTRIAN GUARDRAIL (PROWAG R408)				
Figures/Examples	**Requirements [1]**	**YES**	**NO**	**NA**
	• The clear width of walking surfaces shall be 4.0 feet minimum. • Handrails are required on ramp runs with a rise greater than 6 inches and on certain stairways. Handrails are not required on walking surfaces with running slopes less than 1:20. Where required, handrails shall be provided on both sides of stairs and ramps. • Handrails shall be continuous within the full length of each stair flight or ramp run. Inside handrails on switchback or dogleg stairs and ramps shall be continuous between flights or runs. • Top of gripping surfaces of handrails shall be 34 inches minimum and 38 inches maximum vertically above walking surfaces, stair nosings, and ramp surfaces. Handrails shall be at a consistent height above walking surfaces, stair nosings, and ramp surfaces. • Clearance between handrail gripping surfaces and adjacent surfaces shall be 1 1/2 inches minimum. • Handrail gripping surfaces with a circular cross section shall have an outside diameter of 1 1/4 inches minimum and 2 inches maximum. • Handrail gripping surfaces with a non-circular cross section shall have a perimeter dimension of 4 inches minimum and 6 1/4 inches maximum, and a cross-section dimension of 2 1/4 inches maximum. • Handrail gripping surfaces and any surfaces adjacent to them shall be free of sharp or abrasive elements and shall have rounded edges. • Handrails shall not rotate within their fittings. • Ramp handrails shall extend horizontally above the landing for 12 inches minimum beyond the top and bottom of ramp runs. Extensions shall return to a wall, guard, or the landing surface, or shall be continuous to the handrail of an adjacent ramp run. • At the top of a stair flight, handrails shall extend horizontally above the landing for 12 inches minimum beginning directly above the first riser nosing. Extensions shall return to a wall, guard, or the landing surface, or shall be continuous to the handrail of an adjacent stair flight. • At the bottom of a stair flight, handrails shall extend at the slope of the stair flight for a horizontal distance at least equal to one tread depth beyond the last riser nosing. Extension shall return to a wall, guard, or the landing surface, or shall be continuous to the handrail of an adjacent stair flight. • See Edge Protection section above (also PROWAG 406.8) for additional details.			
				
				
				

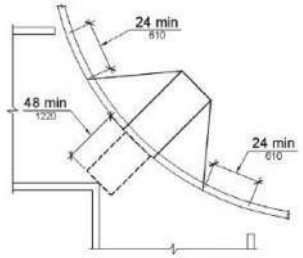
STAIRWAYS (PROWAG R407)				
Figures/Examples	**Requirements [1]**	**YES**	**NO**	**NA**
	• All steps on a flight of stairs shall have uniform riser heights and uniform tread depths. Risers shall be 4 inches high minimum and 7 inches high maximum. Treads shall be 11 inches deep minimum. • Open risers are not permitted. • The radius of curvature at the leading edge of the tread shall be 1/2 inch maximum. Nosings that project beyond risers shall have the underside of the leading edge curved or beveled. Risers shall be permitted to slope under the tread at an angle of 30 degrees maximum from vertical. The permitted projection of the nosing shall extend 1 1/2 inches maximum over the tread below. • Stairs shall have handrails complying with PROWAG 2005 R408.			

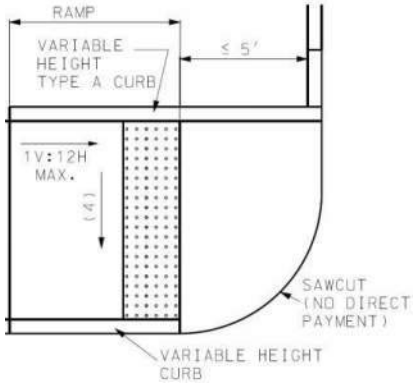
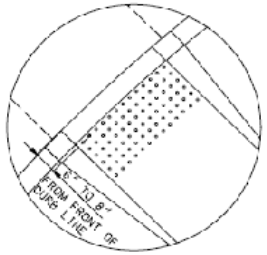
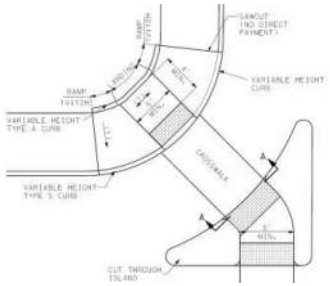
UNOBSTRUCTED REACH RANGES (PROWAG R406)				
Figures/Examples	**Requirements [1]**	**YES**	**NO**	**NA**
 	Forward Reach • Where a forward reach is unobstructed, the high forward reach shall be 48 inches maximum and the low forward reach shall be 15 inches minimum above the finish floor or ground. Side Reach • Where a clear floor or ground space allows a parallel approach to an element and the side reach is unobstructed, the high side reach shall be 48 inches maximum and the low side reach shall be 15 inches minimum above the finish floor or ground. • EXCEPTION: An obstruction shall be permitted between the clear floor or ground space and the element where the depth of the obstruction is 10 inches maximum. (2011 PROWAG R406.3) 			

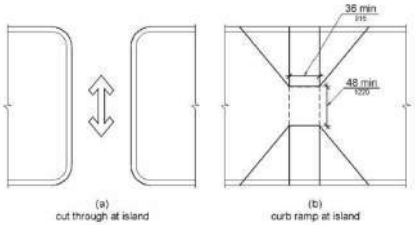
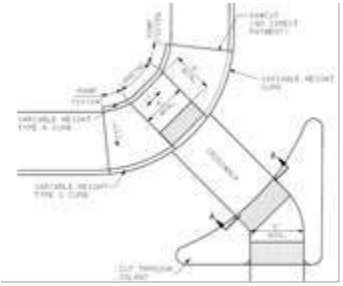
CURB RAMPS (PROWAG R303)				
Figures/Examples	**Requirements** [1]	**YES**	**NO**	**NA**
A curb ramp, blended transition, or a combination of curb ramps and blended transitions shall connect the pedestrian access routes at each pedestrian street crossing.     **15 Foot Rule:** For a compliant curb ramp to exceed 8.33 percent running grade, its constructed length must exceed 15.0 feet.	• The clear width of ramps, excluding the flares, shall be 4.0 feet minimum. • Ramp runs shall have a running slope between 5 percent minimum and 8.33 percent maximum but shall not require the ramp length to exceed 15.0 feet. **Exception: 15 Foot Rule:** The running slope for a curb ramp is not limited to 8.33 percent maximum if the constructed curb ramp length exceeds 15 feet in length. • Cross slope of ramp runs shall be 2 percent maximum. (Roadway Grade Exception may be considered) • The cross slope at midblock crossings shall be permitted to be warped to meet street or highway grade. • Ramps shall have landings at the top and the bottom of each ramp run. - The landing clear width shall be at least as wide as the widest ramp run leading to the landing. - The landing clear length shall be 5.0 feet long minimum. - Ramps that change direction between runs at landings shall have a clear landing 5.0 feet minimum by 5.0 feet minimum. • Handrails and Edge protection shall not be required on curb ramps and their landings. • Curb height = 0 inches within curb ramp spaces. 2 • Curb ramps must be flush with street. • The counter slope of the gutter or street at the foot of a curb ramp, landing, or blended transition shall be 5 percent maximum. (R303.3.5) • The adjacent surfaces at transitions at curb ramps to walks, gutters, and streets shall be at the same level. • Flared sides with a slope of 10 percent maximum, measured parallel to the curb line, shall be provided where a pedestrian circulation path crosses the curb ramp. - In alterations, where there is no landing at the top of curb ramps, curb ramp flares shall be provided and shall not be steeper than 1:12. • Detectable warning surfaces shall be provided, where a curb ramp, landing, or blended transition connects to a street. • Gratings, access covers, and other appurtenances shall not be located on curb ramps, landings, blended transitions, and gutters within the pedestrian access route. • Grade breaks shall not be permitted on the surface of curb ramps, blended transitions, landings, and gutter areas within the pedestrian access route. Surface slopes that meet at grade breaks shall be flush. • Grade Breaks at the top and bottom of curb ramp runs shall be perpendicular to the direction of the ramp run.			

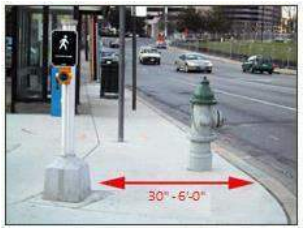
Figures/Examples	Requirements [1]	YES	NO	NA
 Perpendicular Ramps  X = 4'Min. Flared Sides in Pathway Flared Sides Not in Pathway **Roadway Grade Exception:** Where curb ramps, landings and blended transitions are contained within a street or highway right-of-way, the grade of the pedestrian access route is permitted to be modified to equal the general grade established for the adjacent street or highway. 	• Perpendicular curb **ramps** shall have a running slope that cuts through or is built up to the curb at right angles or meets the gutter grade break at right angles. • The clear width of landings, blended transitions, and curb ramps, excluding flares, shall be 4.0 feet minimum. • The running slope shall be 5 percent minimum and 8.33 percent maximum but shall not require the ramp length to exceed 15.0 feet. • The cross slope at intersections shall be 2 percent maximum. (Roadway Grade Exception may be considered) • The cross slope at midblock crossings shall be permitted to be warped to meet street or highway grade. **Roadway Grade Exception**: The grade of pedestrian access routes within sidewalks is permitted to equal the general grade established for the adjacent street or highway. The cross slope of curb ramps, blended transitions, landings, and turning spaces at pedestrian street crossings without yield or stop control where vehicles can proceed through the intersection without slowing or stopping, and at midblock pedestrian street crossings are permitted to equal the street or highway grade. • A landing 4.0 feet minimum by 4.0 feet minimum shall be provided at the top of the curb ramp and shall be permitted to overlap other landings and clear space. • Flared sides with a slope of 10 percent maximum, measured parallel to the curb line, shall be provided where a pedestrian circulation path crosses the curb ramp. • If the flared sides are not in the pathway (grass next to ramp), then there is no maximum slope and can be vertical curbs. (See adjacent figure for further explanation.) • Detectable warning surfaces shall be provided, where a curb ramp, landing, or blended transition connects to a street. • Gratings, access covers, and other appurtenances shall not be located on curb ramps, landings, blended transitions, and gutters within the pedestrian access route. • Grade breaks at the top and bottom of perpendicular curb ramps shall be perpendicular to the direction of ramp run. At least one end of the bottom grade break shall be at the back of curb. • Grade breaks shall not be permitted on the surface of curb ramps, blended transitions, landings, and gutter areas within the pedestrian access route. Surface slopes that meet at grade breaks shall be flush. • Where both ends of the bottom grade break are 5.0 feet or less from the back of curb, the detectable warning shall be located on the ramp surface at the bottom grade break. Where either end of the bottom grade break is more than 5.0 feet from the back of curb, the detectable warning shall be located on the lower landing.			

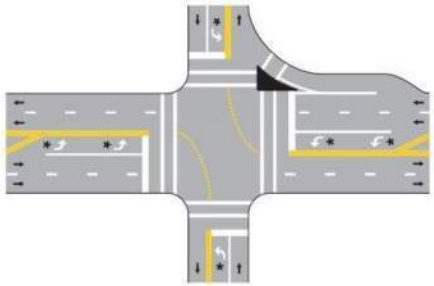
Figures/Examples	Requirements [1]	YES	NO	NA
 Curb Ramps and landings that are contained within a street or highway border may use the Roadway Grade Exception for slopes or cross slopes in the direction of the roadway travel being matched.	• **Parallel curb ramps** shall have a running slope that is in-line with the direction of sidewalk travel. • The clear width of landings, blended transitions, and curb ramps, excluding flares, shall be 4.0 feet minimum. • The running slope shall be 5 percent minimum and 8.33 percent maximum but shall not require the ramp length to exceed 15.0 feet. • The cross slope shall be 2 percent maximum. (Roadway Grade Exception may be considered) **<u>Roadway Grade Exception</u>**: The grade of pedestrian access routes within sidewalks is permitted to equal the general grade established for the adjacent street or highway. The cross slope of curb ramps, blended transitions, landings, and turning spaces at pedestrian street crossings without yield or stop control where vehicles can proceed through the intersection without slowing or stopping, and at midblock pedestrian street crossings are permitted to equal the street or highway grade. • A landing 4.0 feet minimum by 4.0 feet minimum shall be provided at the bottom of the ramp run and shall be permitted to overlap other landings and clear floor or ground space. • Where a parallel curb ramp does not occupy the entire width of a sidewalk, drop-offs at diverging segments shall be protected. • Detectable warning surfaces shall be provided, where a curb ramp, landing, or blended transition connects to a street. • Gratings, access covers, and other appurtenances shall not be located on curb ramps, landings, blended transitions, and gutters within the pedestrian access route. • Grade breaks shall not be permitted on the surface of curb ramps, blended transitions, landings, and gutter areas within the pedestrian access route. Surface slopes that meet at grade breaks shall be flush.			
	• **Blended Transitions** shall have a running slope of 5 percent maximum and cross slope shall be 2 percent maximum. • The clear width blended transitions, excluding flares, shall be 4.0 feet minimum. • Detectable warning surfaces shall be provided where a blended transition connects to a street. • Gratings, access covers, and other appurtenances shall not be located on blended transitions within the pedestrian access route. • Grade breaks at the top and bottom of perpendicular curb ramps shall be perpendicular to the direction of ramp run. At least one end of the bottom grade break shall be at the back of curb. Grade breaks shall not be permitted on the surface of blended transitions and gutter areas within the pedestrian access route. Surface slopes that meet at grade breaks shall be flush.			

Figures/Examples	Requirements [1]	YES	NO	NA
  	• **Diagonal Curb Ramps or corner type curb ramps are no longer preferred design types. A design that provides individual ramps for each crossing direction is recommended by the US Access Board.** • Diagonal Curb Ramps or corner type curb ramps with returned curbs or other well-defined edges shall have the edges parallel to the direction of pedestrian flow. • The bottom of diagonal curb ramps shall have a clear space 48 inches minimum outside active traffic lanes of the roadway. • Diagonal curb ramps provided at marked crossings shall provide the 48 inches minimum clear space within the markings. • Diagonal curb ramps with flared sides shall have a segment of curb 24 inches long minimum located on each side of the curb ramp and within the marked crossing. **Roadway Grade Exception**: The grade of pedestrian access routes within sidewalks is permitted to equal the general grade established for the adjacent street or highway. The cross slope of curb ramps, blended transitions, landings, and turning spaces at pedestrian street crossings without yield or stop control where vehicles can proceed through the intersection without slowing or stopping, and at midblock pedestrian street crossings are permitted to equal the street or highway grade. • Detectable warning surfaces shall be provided, where a curb ramp, landing, or blended transition connects to a street. • Gratings, access covers, and other appurtenances shall not be located on curb ramps, landings, blended transitions, and gutters within the pedestrian access route. • Grade breaks shall not be permitted on the surface of curb ramps, blended transitions, landings, and gutter areas within the pedestrian access route. Surface slopes that meet at grade breaks shall be flush. • Running and cross slope at midblock crossings shall be permitted to be warped to meet street or highway grade.			

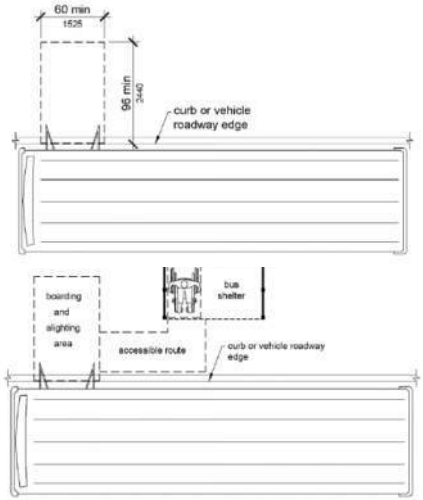
DETECTABLE WARNINGS DEVICES (TRUNCATED DOMES) (PROWAG R304)				
Figures/Examples	**Requirements [1]**	**YES**	**NO**	**NA**
A surface feature of truncated dome material built in or applied to the walking surface to advise of an upcoming change from pedestrian to vehicular way.   	• Detectable warnings shall consist of a surface of truncated domes aligned in a square or radial grid pattern complying with 2010 ADA Standards. Detectable warning surfaces shall contrast visually with adjacent gutter, street or highway, or walkway surfaces, either light-on-dark or dark-on-light. • Detectable warning surfaces shall extend 24 inches minimum in the direction of travel and the full width of the curb ramp (exclusive of flares), the landing, or the blended transition. Detectable warning surfaces are required where curb ramps, blended transitions, or landings provide a flush pedestrian connection to the street. • Sidewalk crossings of residential driveways should not generally be provided with detectable warnings, since the pedestrian right-of-way continues across most driveway aprons and overuse of detectable warning surfaces should be avoided in the interests of message clarity. However, where commercial driveways are provided with traffic control devices or otherwise are permitted to operate like public streets, detectable warnings should be provided at the junction between the pedestrian route and the street. • Perpendicular Curb Ramps: Where both ends of the bottom grade break are 5 feet or less from the back of curb, the detectable warning shall be located on the ramp surface at the bottom grade break. Where either end of the bottom grade break is more than 5 feet from the back of curb, the detectable warning shall be located on the lower landing. • Landings and Blended Transitions: The detectable warning shall be located on the landing or blended transition at the back of curb. • Rail Crossings: The detectable warning surface shall be located so that the edge nearest the rail crossing is 6 feet minimum and 15 feet maximum from the centerline of the nearest rail. The rows of truncated domes in a detectable warning surface shall be aligned to be parallel with the direction of wheelchair travel. • Detectable warnings at cut-through islands shall be located at the curb line in-line with the face of curb and shall be separated by a 2.0 foot minimum length of walkway without detectable warnings. Where the island has no curb, the detectable warning shall be located at the edge of roadway. • Exception, when detectable warnings are required by a manufacturer's installation specifications to be embedded into concrete with a surrounding edge, domes may be installed at less than the required full width. Under this exception, the detectable warning surface shall never be more than 2 inches from the edge of the curb ramp, the landing, or the blended transition. [2] • Detectable warnings shall not be stamped into concrete.			

ISLANDS AND MEDIANS (PROWAG R305.4)				
Figures/Examples	**Requirements [1]**	**YES**	**NO**	**NA**
 	• Medians and pedestrian refuge islands in crosswalks shall contain a pedestrian access route, including passing space and connecting to each crosswalk. • Raised islands in crossings shall be cut through level with the street or have curb ramps and required landings at both sides. • All median island passage spaces shall provide a clear width of 5 feet minimum. [2] • Medians and pedestrian refuge islands shall be 6.0 feet minimum in length in the direction of pedestrian travel. **<u>Roadway Grade Exception</u>**: The grade of pedestrian access routes within sidewalks is permitted to equal the general grade established for the adjacent street or highway. The cross slope of curb ramps, blended transitions, landings, and turning spaces at pedestrian street crossings without yield or stop control where vehicles can proceed through the intersection without slowing or stopping, and at midblock pedestrian street crossings are permitted to equal the street or highway grade. • Each curb ramp shall have a level area 48 inches long minimum by 36 inches wide minimum at the top of the curb ramp in the part of the island intersected by the crossings. • Each 48 inch minimum by 36 inch minimum area shall be oriented so that the 48 inch minimum length is in the direction of the running slope of the curb ramp it serves. The 48 inch minimum by 36 inch minimum areas and the accessible route shall be permitted to overlap. • Detectable warning surfaces shall be provided, where a curb ramp, landing, or blended transition connects to a street. Medians and pedestrian refuge islands shall have detectable warnings at curb ramps and blended transitions. • Detectable warnings at cut-through islands shall be located at the curb line in-line with the face of curb and shall be separated by a 2.0 foot minimum length of walkway without detectable warnings. Where the island has no curb, the detectable warning shall be located at the edge of roadway. • Gratings, access covers, and other appurtenances shall not be located on curb ramps, landings, blended transitions, and gutters within the pedestrian access route. • Grade breaks shall not be permitted on the surface of curb ramps, blended transitions, landings, and gutter areas within the pedestrian access route. Surface slopes that meet at grade breaks shall be flush.			

ACCESSIBLE PEDESTRIAN SIGNALS (PUSHBUTTONS) (PROWAG R306 and EPG 902.6.1 – EPG 902.6.15)				
Figures/Examples	**Requirements [1]**	**YES**	**NO**	**NA**
         	• Each crosswalk with pedestrian signal indication shall have an accessible pedestrian signal which includes audible and vibrotactile indications of the WALK interval at new signalized intersections and shall be considered at existing intersections being altered or are needing maintenance applications. Where a pedestrian pushbutton is provided, it shall be integrated into the accessible pedestrian signal. • Accessible pedestrian signals shall be located so that the vibrotactile feature can be contacted from the level landing serving a curb ramp, if provided, or from a clear floor or ground space that is in line with the crosswalk line adjacent to the vehicle stop line. • Accessible pedestrian pushbuttons shall be located within a reach range complying with EPG 642. • A clear floor or ground space shall be provided at the pushbutton and shall connect to or overlap the pedestrian access route. **<u>Roadway Grade Exception</u>**: Clear spaces required at accessible pedestrian signals and pedestrian pushbuttons and at other accessible elements are permitted to have a running slope or cross slope consistent with the grade of the adjacent pedestrian access route. • Pedestrian signals shall comply with PROWAG 2005 R306 and EPG 902.6.1 through 902.6.15. - Pushbuttons are a minimum 2 inches across in one dimension, raised (not recessed), contrast visually with the housing or mounting, and have a maximum force of 3.5 pounds to activate operable parts. - The control face of the pushbuttons is installed parallel to the direction of the crosswalk it serves. - The location of pushbuttons for new construction are within a longitudinal distance of 5 feet maximum from the crosswalk line, and 30 inches minimum to 6 feet maximum from the curb line. - For audible pedestrian signal devices only, pushbuttons are a minimum 10 feet apart. - Pushbuttons are located at a height of approximately 42 inches, but no higher than 48 inches from the ground and within 10 inch reach from a level paved clear floor or ground space with minimum dimensions of 48 inches x 30 inches positioned for a parallel approach to the pushbutton. For a forward approach space (30 x 48 inches) the allowed reach range is 0 inches. - Where pushbuttons for the visually impaired are installed, tactile signs are to be provided that meet ADA requirements.			

PEDESTRIAN STREET CROSSINGS (PROWAG R305 and EPG 642)				
Figures/Examples	**Requirements [1]**	**YES**	**NO**	**NA**
 	• Crosswalks shall contain a pedestrian access route that connects to departure and arrival walkways through any median or pedestrian refuge island. • Marked crosswalks shall be 6 feet wide minimum. • The grade of the pedestrian access route is permitted to equal the general grade established for the adjacent street or highway, except that where pedestrian access routes are contained within pedestrian street crossings a maximum grade of 5 percent is required. • A 5 percent maximum cross slope is specified for pedestrian access routes contained within pedestrian street crossings without yield or stop control. • Crossings with Stop Control: The cross slope shall be 2 percent maximum. • The cross slope at midblock crossings shall be permitted to be warped to meet street or highway grade. • The running slope shall be 5 percent maximum, measured parallel to the direction of pedestrian travel in the crosswalk. • Accessible pedestrian signals and pedestrian pushbuttons provided at pedestrian crossings with pedestrian signals (See EPG 642 for applicability) shall comply with EPG 902.6.8 through 902.6.15. Operable parts shall comply with EPG 902.6.9 – 902.6.15. • Crosswalk pavement marking is 6 inches wide white. • Stop bar is at minimum 4 feet from the crosswalk. • Curb ramps at marked crossings shall be wholly contained within the markings, excluding any flared sides. • Gratings, access covers, and other appurtenances shall not be located on curb ramps, landings, blended transitions, and gutters within the pedestrian access route. • Grade breaks shall not be permitted on the surface of curb ramps, blended transitions, landings, and gutter areas within the pedestrian access route. Surface slopes that meet at grade breaks shall be flush. • Beyond the curb face, a clear space of 4.0 feet minimum by 4.0 feet minimum shall be provided within the width of the crosswalk and wholly outside the parallel vehicle travel lane.			

ALTERNATE CIRCULATION PATH (PROWAG R302)				
Figures/Examples	**Requirements [1]**	**YES**	**NO**	**NA**
	• Alternate circulation paths shall contain a pedestrian access route. • To the maximum extent feasible, the alternate circulation path shall be provided on the same side of the street as the disrupted route. • Where the alternate circulation path is exposed to adjacent construction, excavation drop-offs, traffic, or other hazards, it shall be protected with a pedestrian barricade or channelizing device complying with MUTCD 6F-58, 6F-63, and 6F-66. • Pedestrian barricades and channelizing devices shall be continuous, stable, and non-flexible and shall consist of a wall, fence, or enclosures specified in section 6F-58, 6F-63, and 6F-66 of the MUTCD (incorporated by reference; see PROWAG 2005 R104.2.4). • A detectable continuous bottom edge shall be provided 2 inches maximum above the ground or walkway surface. • Devices shall provide a continuous surface or upper rail at 3.0 feet minimum above the ground or walkway surface. • Support members shall not protrude into the alternate circulation path.			

BUS BOARDING AND ALIGHTING AREAS (PROWAG R410)				
Figures/Examples	**Requirements [1]**	**YES**	**NO**	**NA**
	• Bus stop boarding and alighting areas shall have a firm, stable surface. • Bus stop boarding and alighting areas shall provide a clear length of 8 feet minimum, measured perpendicular to the curb or vehicle roadway edge, and a clear width of 5 feet minimum, measured parallel to the vehicle roadway. • Bus stop boarding and alighting areas shall be connected to streets, sidewalks, or pedestrian paths by an accessible route. • Parallel to the roadway, the slope of the bus stop boarding and alighting area shall be the same as the roadway, to the maximum extent practicable. Perpendicular to the roadway, the slope of the bus stop boarding and alighting area shall not be steeper than2 percent. • Bus shelters shall provide a minimum 30 inch by 48 inch clear floor or ground space entirely within the shelter. • Bus shelters shall be connected by an accessible route to a boarding and alighting area.			

[1] Any “NO” answer means that location is ADA non-compliant and needs to be corrected before final acceptance of the work, except as follows. Although exceptions listed in the above requirements may not meet MoDOT current policy standards, work that does meet the minimum ADA standards will be accepted as ADA compliant. Where it is technically infeasible to correct deficiencies as part of the current work, those locations will be labeled as non-compliant and marked “NO”. These items will be added to the Transition Plan Inventory for correction at a later date. (Guidance is provided in ADA documents and in the EPG on what may be considered as technically infeasible.)

[2] A MoDOT requirement.

Unless otherwise noted, all notes on this form are direct ADA requirements as published in either the PROWAG dated November 23, 2005 or ADA/ABA Standards from 2010.

All exceptions and technically infeasible locations should be discussed with the project manager and/or area engineer prior to acceptance of the work. All exceptions and technically infeasible locations will need to be thoroughly documented by the engineer, and that documentation will be attached to this form and retained as part of the final acceptance records.

All slope and grade measurements for ADA compliance will be made using a calibrated 2 foot long digital level.

US Access Board PROWAG
R202.3.1 Prohibited Reduction in Required Access. An alteration shall not decrease or have the effect of decreasing the accessibility of a facility or an accessible connection to an adjacent building or site below the requirements for new construction in effect at the time of the alteration.

Inspector Name: _____ **Inspector Signature:** _____	**Date:**
Resident Engineer or Area Engineer Name: _____ **Resident Engineer or Area Engineer Signature:**	**Date:**
Distribution: ❑ **Project Office** ❑ **District Permit Office**	

SAMPLE

ADA EXCEPTIONS DOCUMENTATION

Job No._____ Route_____ County_____ Location_____

Item	Location	Standard	As Built	Discussion
Sidewalk Width	Third Street Sta 3+00 to 7+00 RT	5' wide	Exist 3' wide	Required 5' x 5' Passing Space added at 5+00
Curb Ramp Grade	SE Quad of Main & First	8.33%	11.2%	As-built Curb Ramp is 16.0' long
Parallel Ramp Landing running grade	Sta 35+20 to 35+25 Rt Rte 14 (turning space)	2.00%	2.6%	Landing running grade matches existing roadway grade
Sidewalk Grade	Sta 23+45 to 23+52	5.0%	8.4%	Match existing floor at two exist doorways, Straight grade between fixed elevations

Inspector Name: _____ **Inspector Signature:** _____	**Date:**
Resident Engineer or Area Engineer Name: _____ **Resident Engineer or Area Engineer Signature:**	**Date:**
Distribution: ❑ **Project Office** ❑ **District Permit Office**	

EXHIBIT C

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]

Taylor Brooks
Print Name

Its: PM
[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.

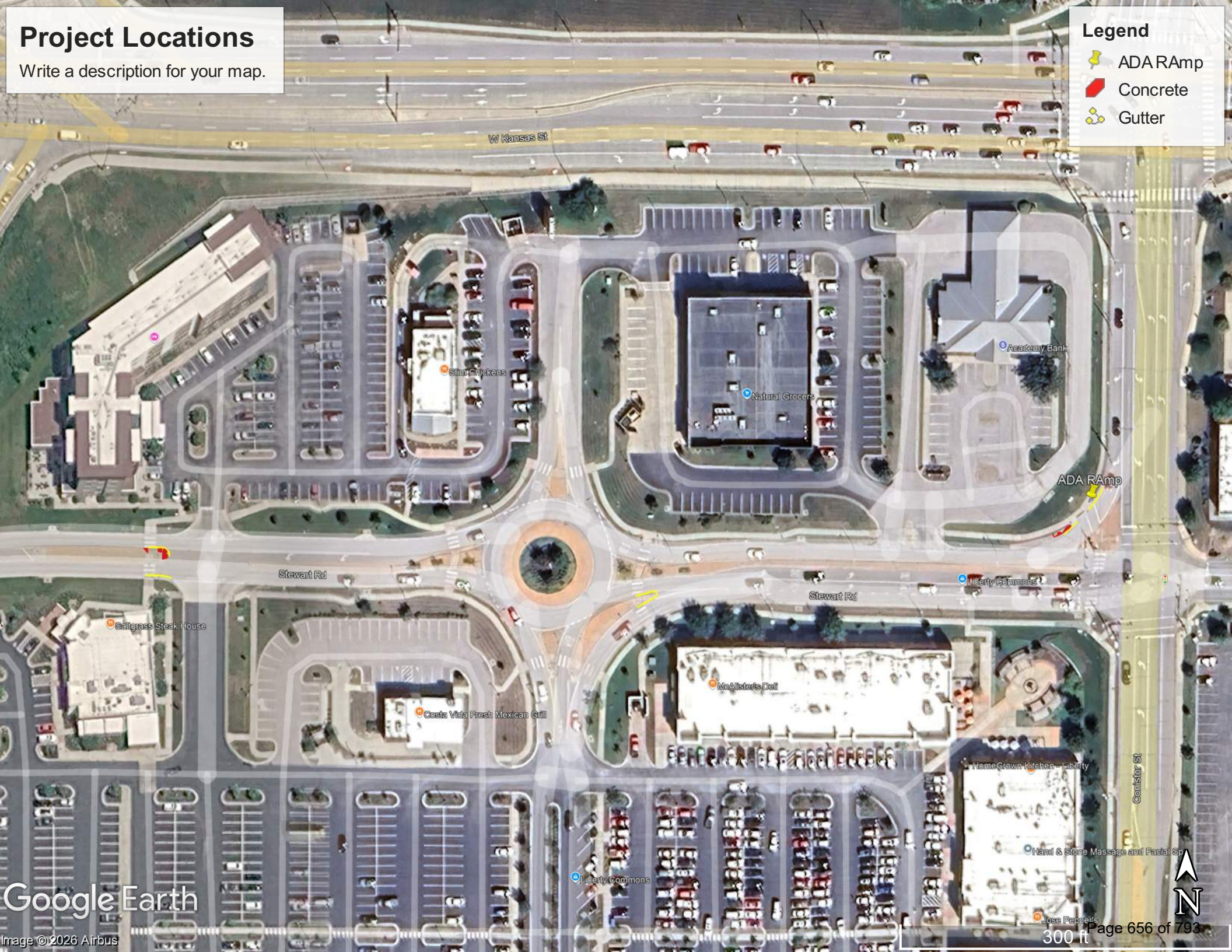
5. The commissioner of administration or his or her designee may promulgate regulations to implement the provisions of this section* so long as they are consistent with this section and do not create any exceptions. Any rule or portion of a rule, as that term is defined in section 536.010, that is created 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

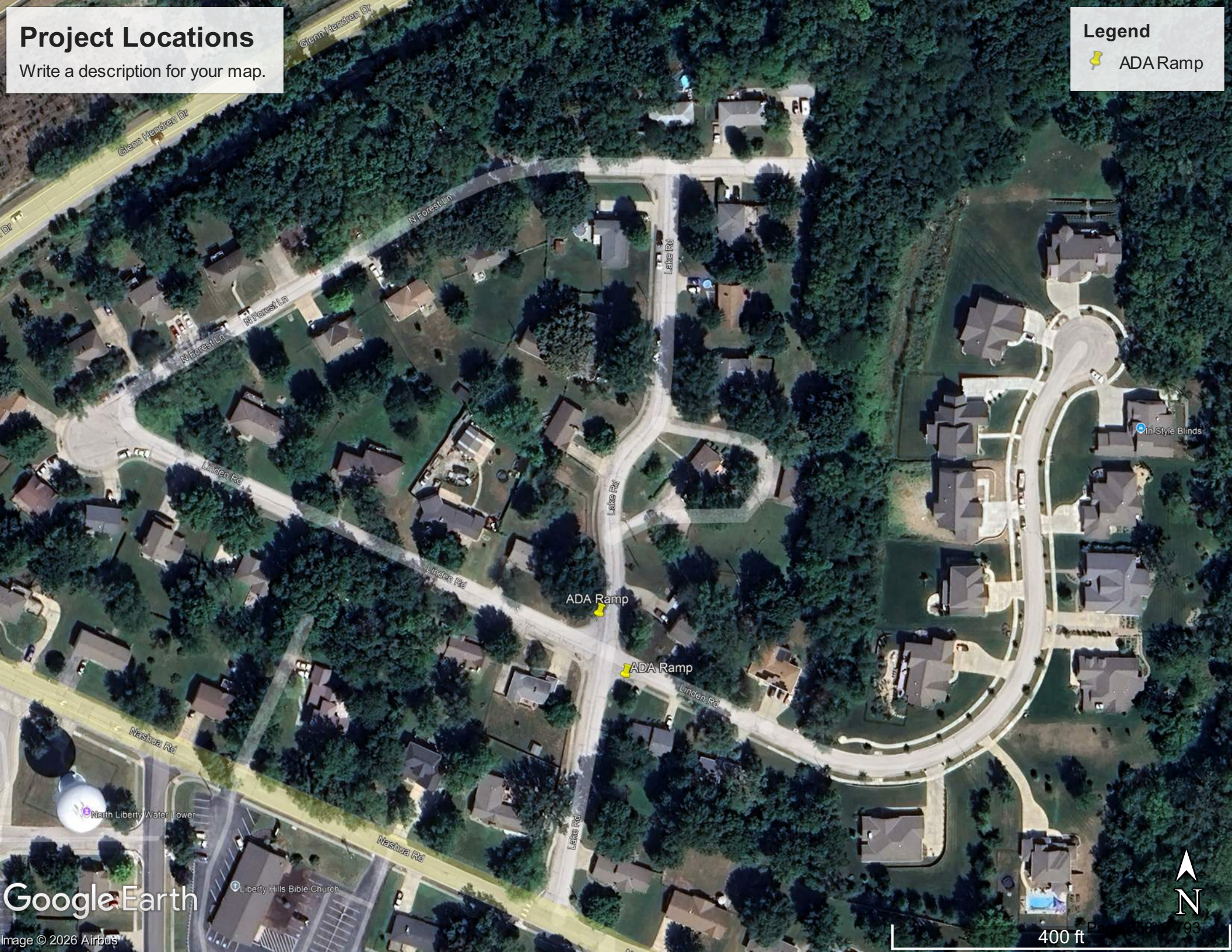
Project Locations
Write a description for your map.
Legend
ADA Ramp
Curb and Gutter
ADA Ramp
ADA Ramp
ADA Ramp
ADA Ramp
Crossroads W
Victory Dr
Blue Jay Dr
Liberty Public Schools District...
Feldmans Farm & Home
Mo' Bettahs Hawaiian Style Food
Wendy's
The Upper Cut KC
The Landing Eatery & Pub
Elizabeth St
Elizabeth St
Savers
Mi Hacienda Mexican Restaurant
Taco Bell
Crossroads Shopping Center
Liberty Laundry
Orchard Ave
Asian restaurant
Crossroads Village Apartments
Forest Ave
Crossroads Animal Hospital
Stadium & Football Field
Liberty High School
Forest Ct
Circle Dr
Meek St
Grace Episcopal Church
Cross Ln
Middlebrook Dr
Thompson Ave
LHS Trail
Community Of Christ - Liberty, MO
Google Earth
Image © 2026 Airbus
1000 ft
N

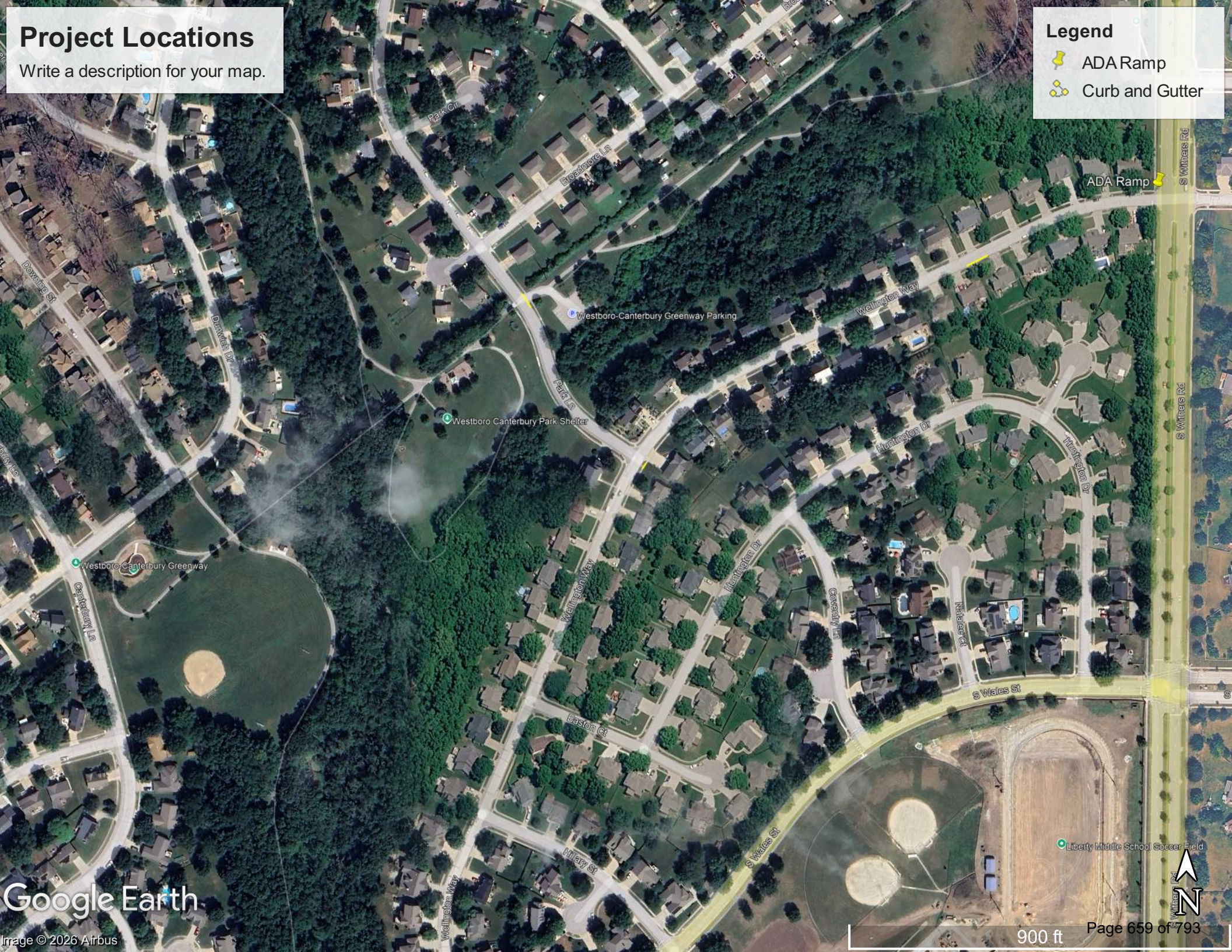
Project Locations

Write a description for your map.

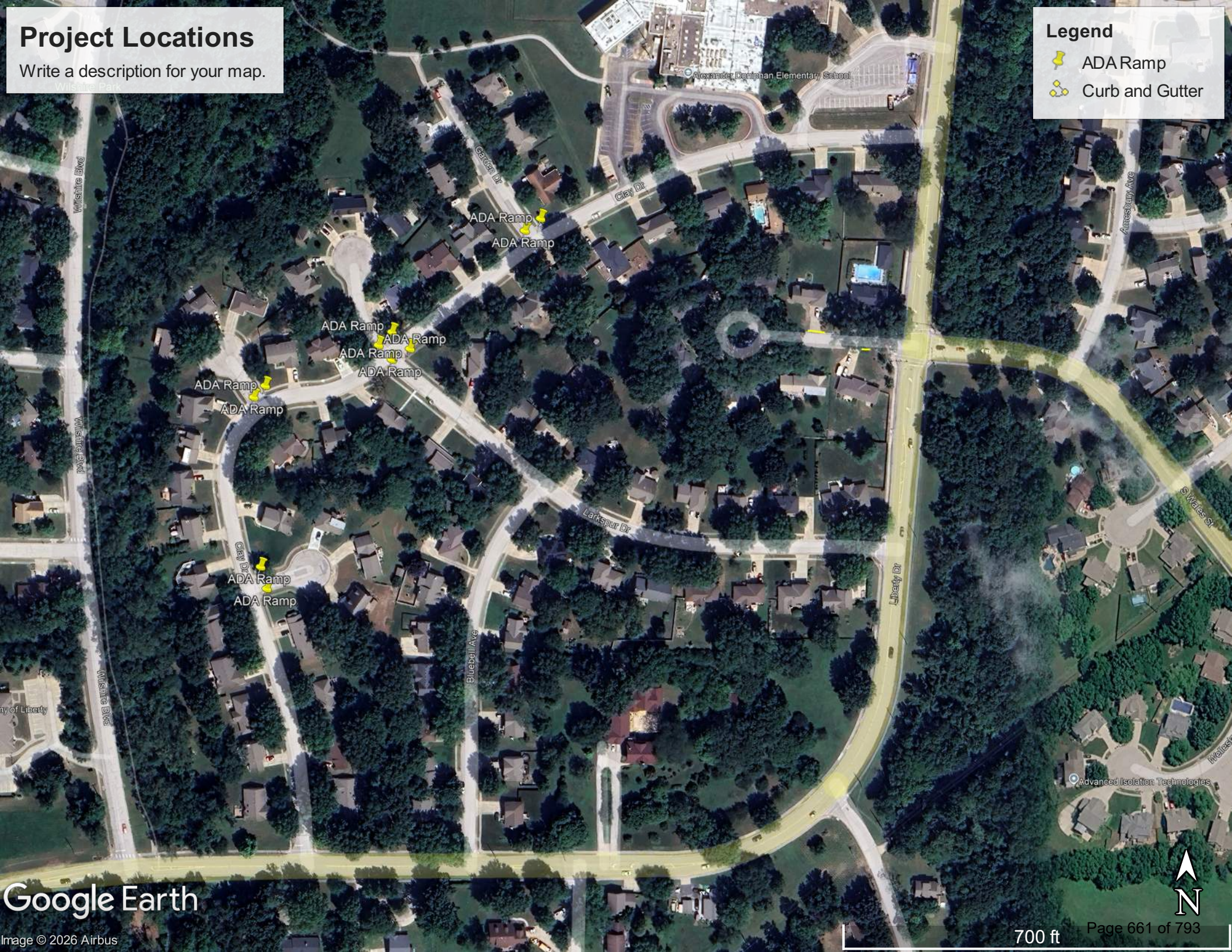


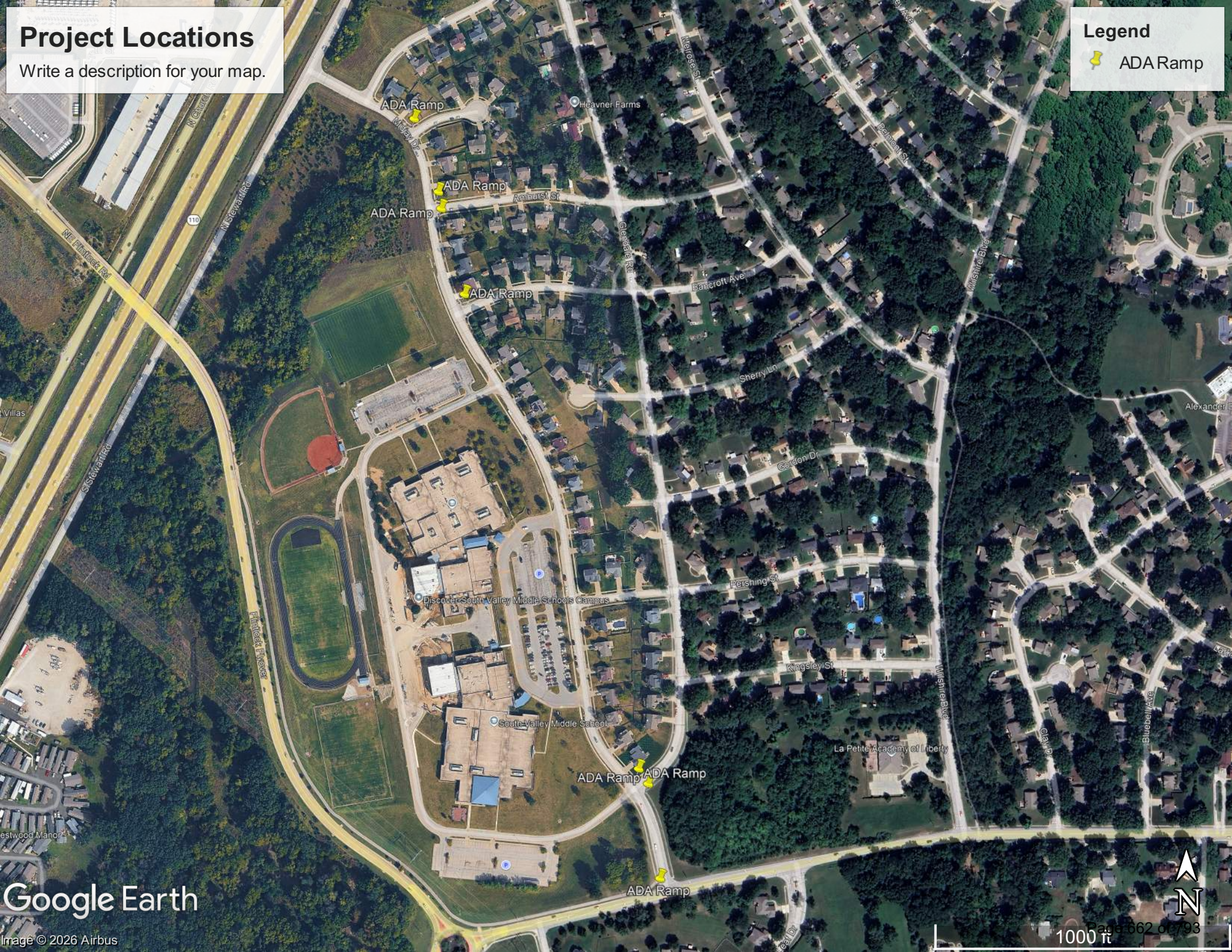
Project Locations
Write a description for your map.
Legend
ADA Ramp
Curb and Gutter
N Lightbourne St
ADA Ramp
Shepherd Rd
Shepherd Rd
enn Hendren Dr
N Lightbourne St
Google Earth
300 ft
N

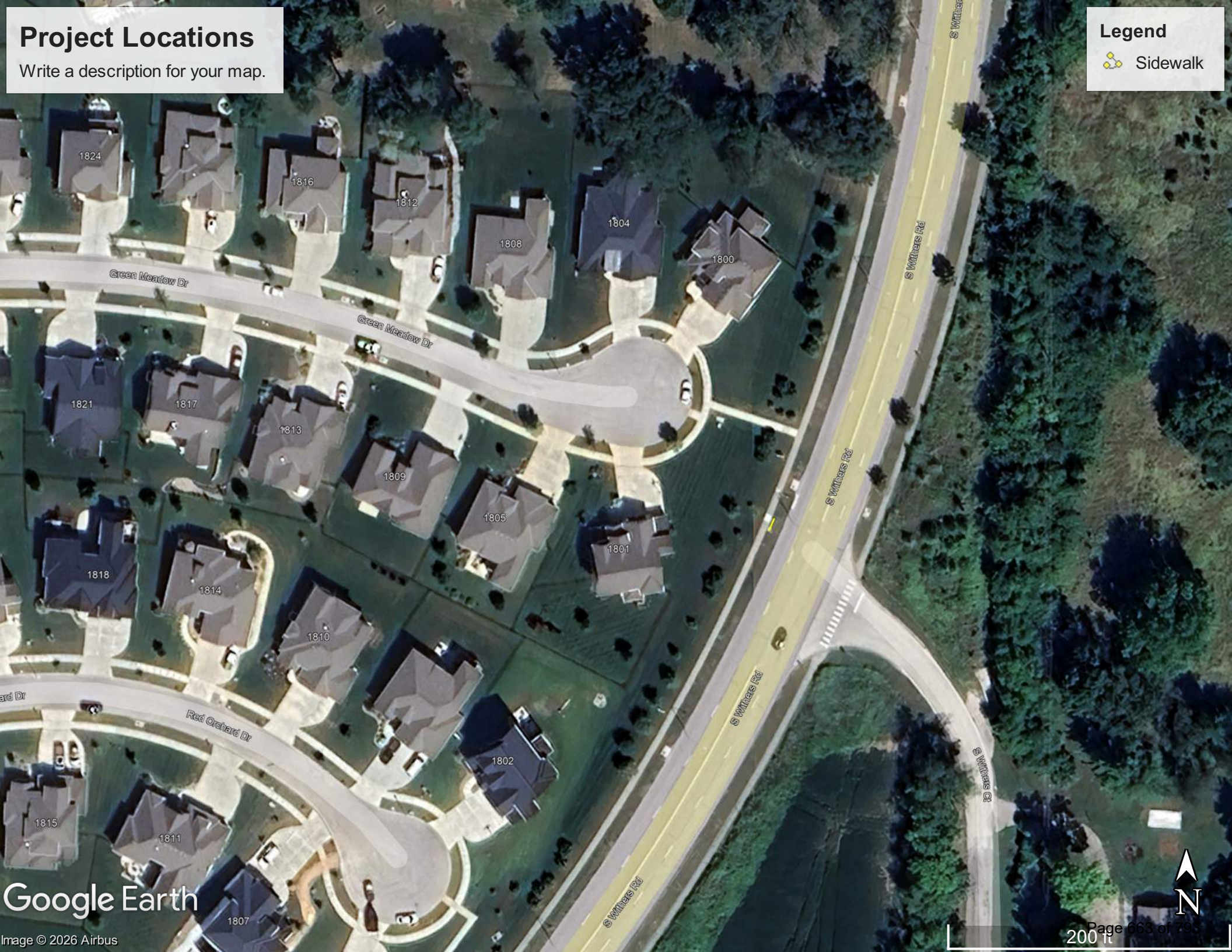

Project Locations
Write a description for your map.
Legend
ADA Ramp
Glenn Hendren Dr
N Forest Ln
Lake Rd
Linden Rd
ADA Ramp
ADA Ramp
Nashua Rd
North Liberty Water Tower
Liberty Hills Bible Church
In Style Blinds
Google Earth
Image © 2026 Airbus
400 ft
N


Project Locations
Write a description for your map.
Legend
ADA Ramp
Curb and Gutter
ADA Ramp
Westboro-Canterbury Greenway Parking
Westboro Canterbury Park Shelter
Westboro Canterbury Greenway
Liberty Middle School Soccer Field
Park Ct
Broadmore Ln
Downing St
Dunmoor Dr
Park Ln
Wellington Way
Huntington Dr
S Withers Rd
Centenary Ln
Coventry Ln
Natalee Ct
S Wales St
Easton Ct
Hillary St
Google Earth
Image © 2026 Airbus
N
900 ft

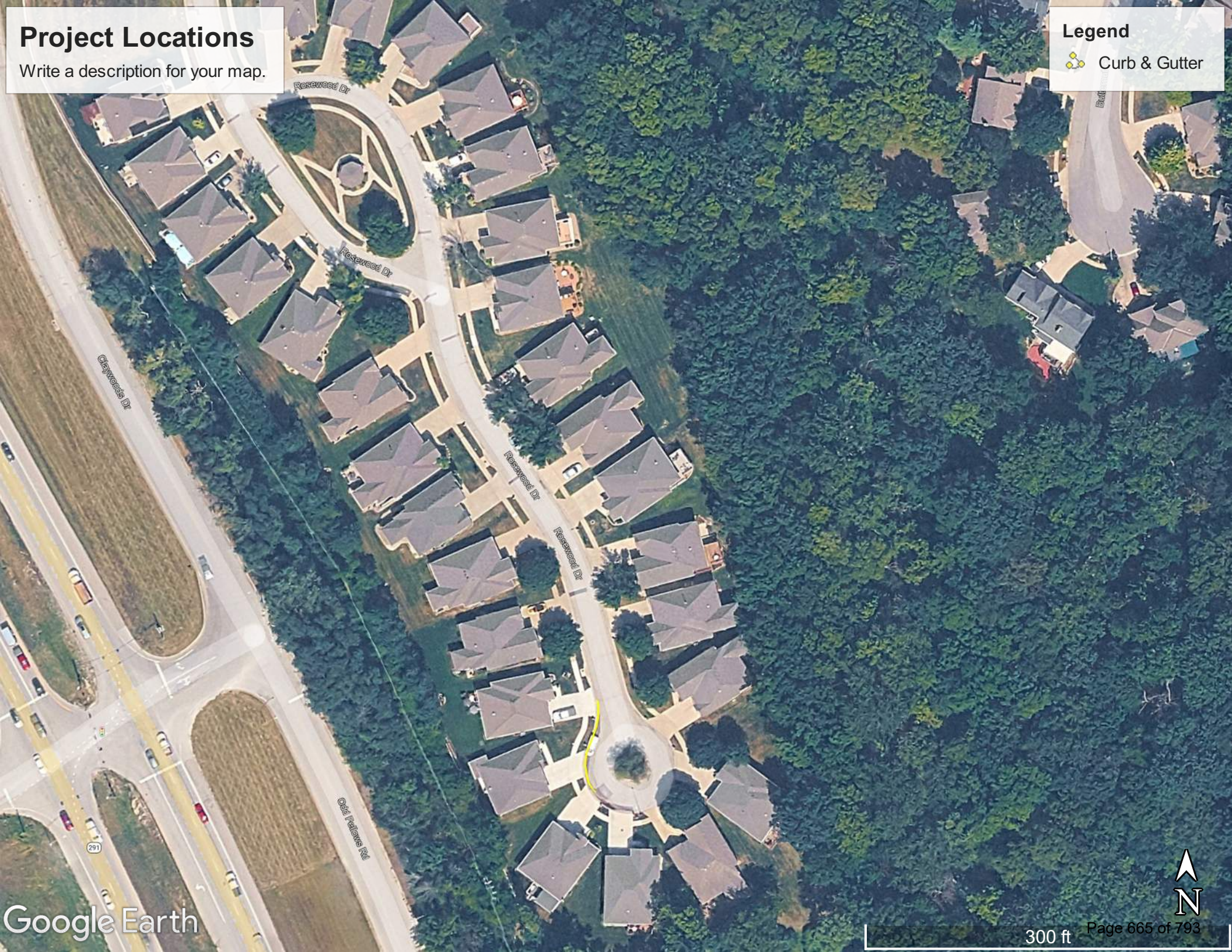
Project Locations
Write a description for your map.
Legend
ADA Ramp
The Wellington Senior Living
McCray Lumber
United States Postal Service
Lawn Doctor
ADA Ramp
ADA Ramp
Progress St
Progress St
Progress St
Progress St
Progress St
S Withers Rd
S Withers Rd
S Withers Rd
Brown St
Brown St
Sherman Dr
Sherman Dr
Sherman Dr
Sherman Cir
Wellington Way
Google Earth
Image © 2026 Airbus
400 ft
N


Project Locations
Write a description for your map.
Legend
ADA Ramp
Curb and Gutter
Alexander Dolphan Elementary School
Wilshire Park
Wilshire Blvd
Garden Dr
Clay Dr
Amesbury Ave
ADA Ramp
ADA Ramp
ADA Ramp
ADA Ramp
ADA Ramp
ADA Ramp
ADA Ramp
ADA Ramp
ADA Ramp
Larkspur Dr
S Wales St
Liberty Rd
Bluebell Ave
Advanced Isolation Technologies
Google Earth
Image © 2026 Airbus
N
700 ft


Project Locations
Write a description for your map.
Legend
ADA Ramp
ADA Ramp
ADA Ramp
ADA Ramp
ADA Ramp
ADA Ramp
ADA Ramp
ADA Ramp
Heavner Farms
Discover South Valley Middle Schools Campus
South Valley Middle School
La Petite Academy of Liberty
Midway Dr
Amhurst St
Glendale Rd
Melrose St
Belmont St
Wilshire Blvd
Bancroft Ave
Sherry Ln
Gordon Dr
Pershing St
Kingsley St
Bluebell Ave
N Stewart Rd
S Stewart Rd
NE Flintlock Rd
Flintlock Fwy
Google Earth
Image © 2026 Airbus
N
1000 ft


Project Locations
Write a description for your map.
Legend
Sidewalk
1824
1816
1812
1808
1804
1800
Green Meadow Dr
Green Meadow Dr
1821
1817
1813
1809
1805
1801
S Withers Rd
S Withers Rd
S Withers Rd
S Withers Rd
S Withers Ct
1818
1814
1810
Red Orchard Dr
1802
1815
1811
1807
Google Earth
Image © 2026 Airbus
N
200 ft

Project Locations
Write a description for your map.
Legend
Sidewalk
Holt Dr
Joseph St
Bridget Pl
White Tail Ln
Ted Ct
1763
1767
1771
1775
1779
1780
714
710
706
719
715
711
707
716
712
708
704
746
742
747
1803
743
1807
739
1802
709
705
1806
Google Earth
300 ft
N

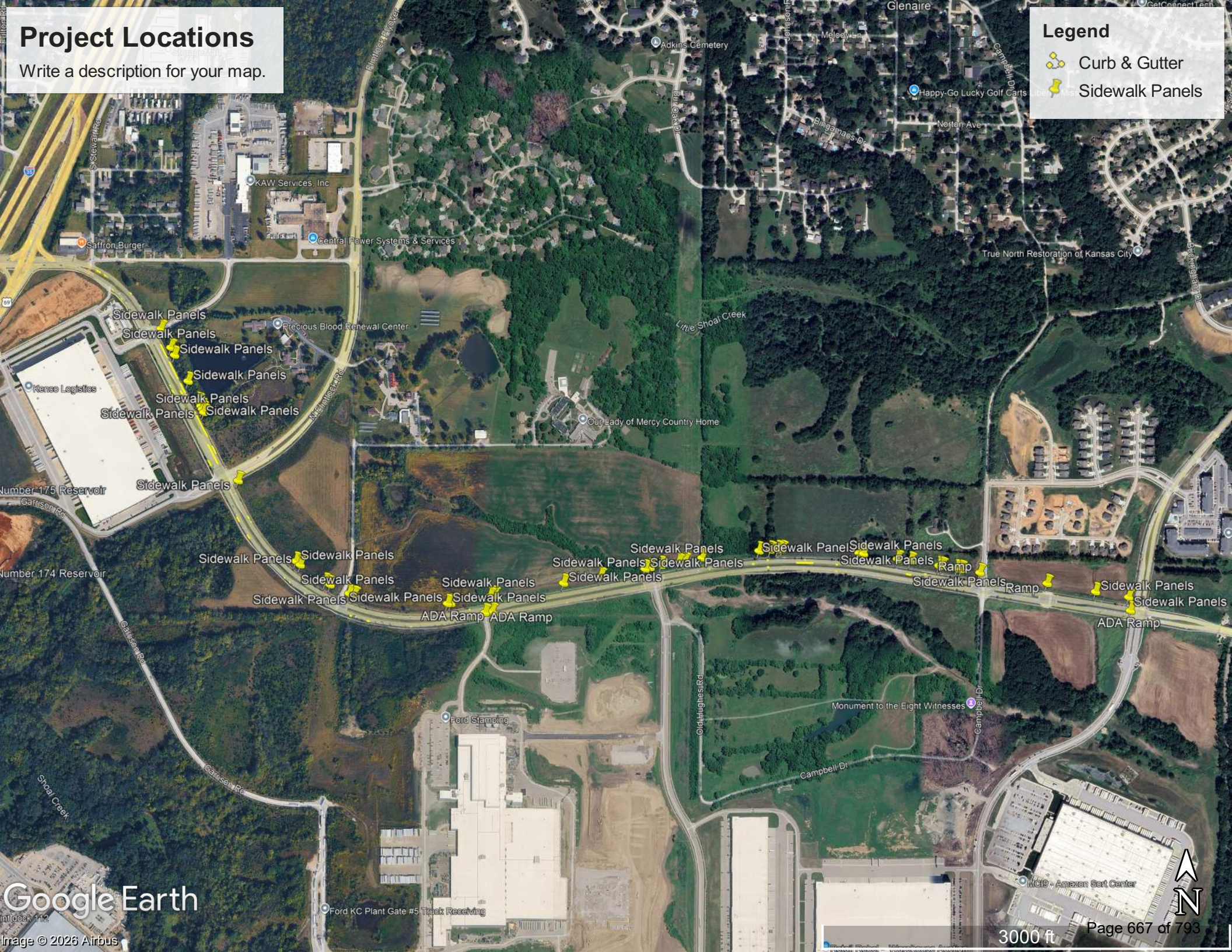

Project Locations
Write a description for your map.
Legend
Curb & Gutter
Rosewood Dr
Rosewood Dr
Rosewood Dr
Rosewood Dr
Greywoods Dr
Old Fallowe Rd
291
Google Earth
N
300 ft

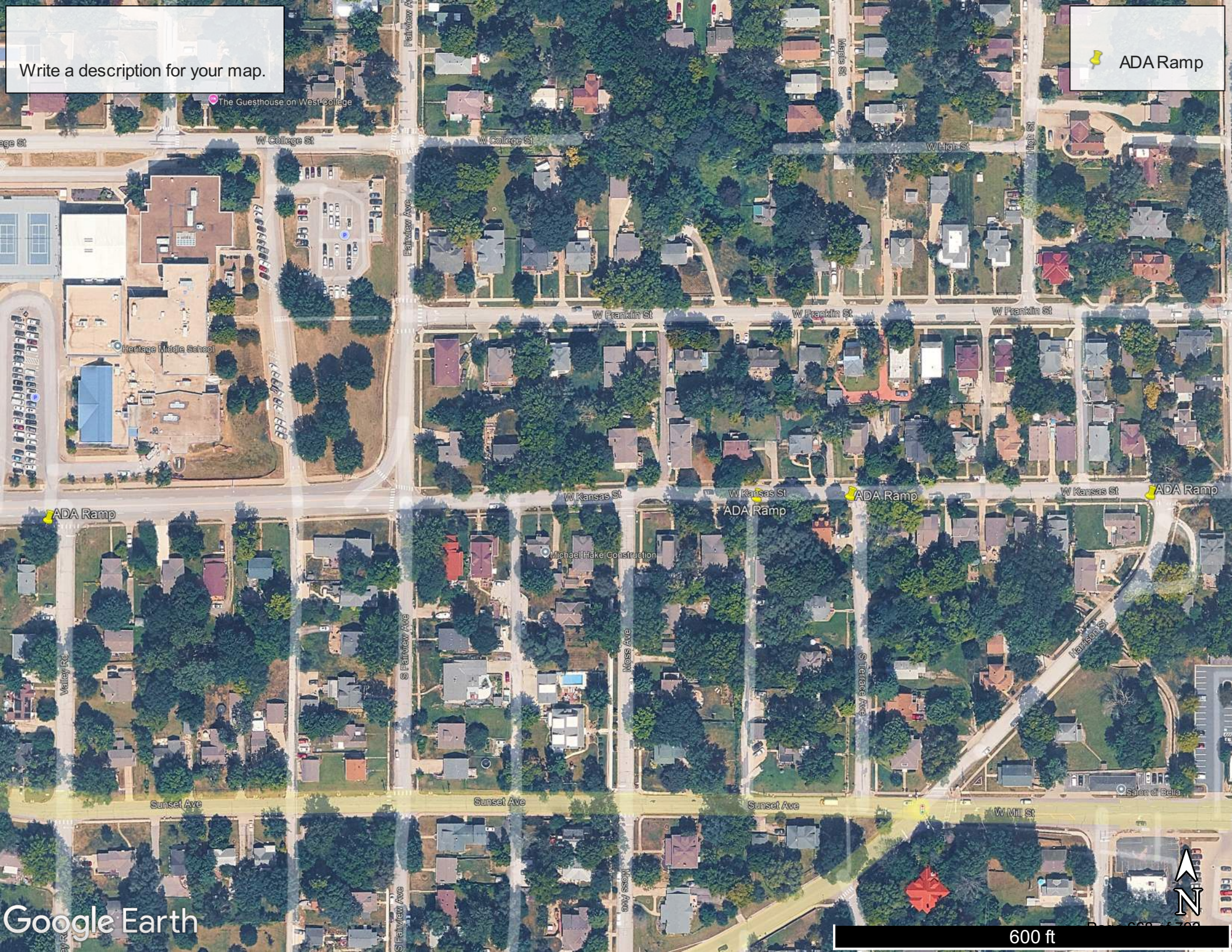
Project Locations

Write a description for your map.

Legend

Curb and Gutter


Project Locations
Write a description for your map.
Legend
Curb & Gutter
Sidewalk Panels
Glenaire
Adkins Cemetery
Happy-Go Lucky Golf Carts
Norton Ave
KAW Services, Inc
Saffron Burger
Central Power Systems & Services
True North Restoration of Kansas City
Precious Blood Renewal Center
Little Shoal Creek
Kenco Logistics
Our Lady of Mercy Country Home
Number 175 Reservoir
Number 174 Reservoir
Garrison Rd
Sidewalk Panels
Ramp
ADA Ramp
Ford Stamping
Monument to the Eight Witnesses
Campbell Dr
Old Hughes Rd
Shoal Creek
Ford KC Plant Gate #5 Truck Receiving
MCI9 - Amazon Sort Center
Google Earth
Image © 2026 Airbus
3000 ft
N


Write a description for your map.
ADA Ramp
The Guesthouse on West College
W College St
W College St
W High St
Fairview Ave
Maple St
High St
Heritage Middle School
W Franklin St
W Franklin St
W Franklin St
W Kansas St
W Kansas St
W Kansas St
ADA Ramp
ADA Ramp
ADA Ramp
ADA Ramp
Michael Hake Construction
Valley Rd
S Fairview Ave
Moss Ave
S Terrace Ave
Harrison St
Sunset Ave
Sunset Ave
Sunset Ave
W Mill St
Salon of Bella
Google Earth
N
600 ft

The City of Liberty missouri

CITY COUNCIL ACTION REPORT

Meeting Date: March 23, 2026

A/R No.: 2026-94

Department: Public Works

Submitted By: Joshua Martinez, Capital Projects Engineer

Subject: Ordinance approving a contract with Streetwise, Inc. for the City of Liberty 2026 Pavement Marking Project (26-008) in an amount of $96,797.80 with funding authorization up to and not to exceed $106,000.00

Summary:

- Acceptance of a Contract with Streetwise, Inc. for the City's 2026 Pavement Marking Project

Background:

The City's Capital Improvement Plan includes considerations for annual pavement marking improvements to streets with faded street markings. The 2026 Pavement Marking Project will result in the application of:

- Approximately 36,325 linear feet of water-based paint pavement markings;
- Approximately 18,166 linear feet of Methyl Methacrylate (MMA) pavement markings; and
- Approximately 60 MMA pavement symbols;

With the above-defined products being applied to the streets identified in the table below:

Street	From	To
Kansas St. (South Side i.e. East Bound)	MO-291	Western City Limits
Birmingham Rd	Holt	SLP
Ruth Ewing	Birmingham Rd	291.00
Intersection of B&H Hwy	-	-
S. Stewart	Blue Jay Dr.	Just West

Rd.		of Salt Gras s

A bid manual was put together and publicly advertised with bids being publicly opened and read on March 9, 2026. The 2 bidders were:

- Heartland Traffic Services, Inc. — $119,628.25
- Streetwise, Inc. - $96,797.80

This report and subsequent Ordinance request recommends approval of a contract with Streetwise, Inc. in the amount of $96,797.80 with additional funding authorization of $9,202.20 for a total requested authorization of $106,000.00. The amount requested for approval includes both the contract amount of $96,797.80 and the addition of an approximate 10% contingency ($9,202.20). 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 pavement marking work that may develop over the length of the contract.

Staff recommends approval of a contract with Streetwise, Inc. for the City of 2026 Pavement Marking Project (26-008) in an amount not to exceed $96,797.80 with additional funding authorization of $9,202.20 for a total requested authorization amount of $106,000.00.

Previous Action (if applicable):
NA

Policy/Committee Review:

X	Citizen Sales Tax Oversight Committee	Completed/Recommended: Recommended March 12, 2026
	Public Safety Sales Tax Oversight Committee	Completed/Recommended:
	Budget Committee	Completed/Recommended:
	Other:	Completed/Recommended:

Financial Considerations:

X	**Budgeted:**	Line Item: 351-70023-201-000000 Line Item:	Amount: $106,000.00 Amount:
		Revenue Line (if applicable):X	Amount:
	Non-Budgeted	Line Item: Line Item:	Amount:
		Funding Source:	Amount:

Attachments:

1. 2026-094 Approve Streetwise Contract - Marking 26-008 - ORD
2. 2026 Marking Contract 26-008

Document No. _____

ORDINANCE NO._____

ORDINANCE APPROVING A CONTRACT WITH STREETWISE, INC. FOR THE CITY OF LIBERTY 2026 PAVEMENT MARKING PROJECT (26-008) IN AN AMOUNT OF $96,797.80 WITH FUNDING AUTHORIZATION UP TO AND NOT TO EXCEED $106,000.00

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 Streetwise, Inc. for the City of Liberty 2026 Pavement Marking Project (26-008) with a bid amount of NINETY SIX THOUSAND SEVEN HUNDRED NINETY SEVEN AND 80/100 DOLLARS ($96,797.80), with authorization to spend up to ONE HUNDRED SIX THOUSAND AND 00/100 DOLLARS ($106,000.00), 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.

_____
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 _____, ___ 2026, by and between the **City of Liberty,** a Missouri municipal corporation, hereinafter referred to as "CITY", and Streetwise, Inc., located at 13501 Arrington Road, Grandview, MO 64030 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 Pavement Marking Project (26-008)

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 determined through a mutually agreed to change order using existing line items or new line items as necessary if no applicable line item exists.

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: Vice President

DATED: 3/10/2026

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
N/A		

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.

CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY): 3/10/2026

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 Holmes Murphy & Associates 2727 Grand Prairie Parkway Waukee IA 50263	**CONTACT NAME:** Ellie Churchill **PHONE (A/C, No, Ext):** 816-857-7950 **FAX (A/C, No):** **E-MAIL ADDRESS:** EChurchill@holmesmurphy.com
INSURED STRINCPC3 Streetwise, Inc. 13501 Arrington Rd Grandview, MO 64030	**INSURER(S) AFFORDING COVERAGE** / **NAIC #** **INSURER A :** Hartford Fire Insurance Company — 19682 **INSURER B :** Hartford Underwriters Insurance Company — 30104 **INSURER C :** SiriusPoint Specialty Insurance Corp — 16820 **INSURER D :** **INSURER E :** **INSURER F :**

COVERAGES **CERTIFICATE NUMBER:** 597988971 **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:			91UENOE0283	4/1/2025	4/1/2026	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 $ 300,000 $ 10,000 $ 2,000,000 $ 4,000,000 $ 4,000,000 $
A	**AUTOMOBILE LIABILITY** X ANY AUTO OWNED AUTOS ONLY SCHEDULED AUTOS X HIRED AUTOS ONLY X NON-OWNED AUTOS ONLY			91UENOE0284	4/1/2025	4/1/2026	COMBINED SINGLE LIMIT (Ea accident) BODILY INJURY (Per person) BODILY INJURY (Per accident) PROPERTY DAMAGE (Per accident) 	$ 2,000,000 $ $ $ $
C	UMBRELLA LIAB X OCCUR X **EXCESS LIAB** CLAIMS-MADE DED RETENTION $			IPSEX00000008	4/1/2025	4/1/2026	EACH OCCURRENCE AGGREGATE 	$ 5,000,000 $ 5,000,000 $
B	**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		91WEOE0B18	4/1/2025	4/1/2026	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 Reference: 2026 Pavement Marking Project (26-008) - Liberty, Missouri (Clay County)
The City of Liberty, Missouri is an additional insured on General Liability, Auto Liability, and Excess Liability as required by written contract with the insured, per policy terms and conditions. General Liability, Auto Liability, Excess Liability, and Workers Compensation policies include a Waiver of Subrogation in favor of The City of Liberty, Missouri as required by written contract with the insured, per policy terms and conditions and where allowed by State Law. Excess policy noted above sits excess and follows form over the General liability, Auto liability and Employers Liability.

CERTIFICATE HOLDER

The City of Liberty, Missouri
101 E. Kansas
Liberty, MO 64068

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

Kari Cooley

© 1988-2015 ACORD CORPORATION. All rights reserved.

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 paint, MMA and Thermoplastic pavement marking with other incidental and related work as required and/or as directed by the City to make a complete and finished job. More specifically the project locations, are:

Street*	From	To
Kansas St. (South Side i.e. East Bound)*	MO-291	Western City Limits
Birmingham Rd.	Holt Dr.	South Liberty Parkway
Ruth Ewing Dr.	Birmingham Rd.	MO-291
Intersection of B&H Hwy	-	-
Stewart Rd.*	Blue Jay Dr.	Just West of Salt Grass

**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. Traffic shall be carried through construction with a minimum of one lane open in each direction at all times. Access to adjoining businesses and residences will be maintained at all times.
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.
8. A dedicated Traffic Control Plan shall be required for:
    a. Kansas St. (South Side i.e. East Bound)
        i. Work along this corridor shall be required to be done at night in order to minimize impacts to traffic.
    b. Stewart Rd. (South Side i.e. East Bound)
        i. Work along this corridor shall be required to be done at night in order to minimize impacts to traffic.
    c. Intersection of B&H Hwy

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. 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. Marking Types:
    a. Longitudinal and skip striping shall be measured by the linear feet of pavement marking placed.
        i. Skips shall be 4" wide and 12' long with 30 foot gap spacing.
        ii. Double yellow shall be 4" wide with 4" gap between longitudinal lines. Double yellow shall be measured by linear foot of pavement marking placed; for example, 1000 linear feet of roadway striped with double yellow would be measured and paid as 2000 linear feet of double yellow striping.
    b. Arrows and Words shall be thermoplastic and counted as each.
    c. Stop Bars shall be measured by the linear feet of 24" striping.

d. Crosswalks shall be MUTCD continental pattern with spacing of transverse markings arranged as to avoid vehicle wheel paths.

e. Contractor will be responsible for inventory of the existing pavement markings prior to milling operations. Inventory work shall be incidental to the pavement marking pay items.

f. Payment will be made at the Contract unit price bid as shown in the proposal for each type of striping installed and accepted, which prices shall be full compensation for all labor, materials, equipment and incidentals necessary to complete the striping operation.

3. Scraping/Removals:
   a. This work will not be measured for payment, but will be considered a lump sum price. Scraping/Removals are only necessary where MMA is being placed on existing pavement, it is not necessary where Paint is being placed.
   b. Payment shall be full compensation for furnishing all bonds, 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.
4. 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 bonds, 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.
5. Traffic Control:
   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. 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 25 percent or more of the original contract amount is earned, an additional 25 percent.
      iii. When 75 percent or more of the original contract amount is earned, an additional 25 percent.
6. 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.

7. Milestones
   a. Work along Kansas St. and Stewart Rd. shall be completed no later than June 1st, 2026 so as not to impede the increased traffic volumes which are anticipated as the World Cup commences. Failure to meet this milestone shall result in application of liquidated damages in accordance with the Contract agreement.

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	15,000	15,000.00
2	Scraping/Removals	LS	1	6,000	6,000.00
3	Bonding	LS	1	1,250	1,250.00
4	24" Stop Bar (Paint)	LF	25	14	350.00
5	4" Solid Yellow (Paint)	LF	18,045	.22	3,969.90
9	6" Solid White - Edge Line (Paint)	LF	18,280	.26	4,752.80
10	24" Stop Bar (MMA)	LF	471	12	5,652.00
11	4" Solid Yellow (MMA)	LF	6,283	1.20	7,539.60
12	4" Skips Yellow (MMA)	LF	118	2.50	295.00
13	4" Solid White (MMA)	LF	4,920	1.20	5,904.00
14	4" Skips White (MMA)	LF	5,660	1.20	6,792.00
15	4" Directional Skips (MMA)	LF	1,185	2.50	2,962.50
16	Arrow (MMA)	EA	54	165	8,910.00
17	"Only" (MMA)	EA	10	300	3,006.00
18	"Yield" (MMA)	EA	4	550	2,200.00
19	Piano Key Cross Walk (MMA)	LF	235	52	12,220.00
20	Traffic Control	LS	1	10,000	10,000.00
				GRAND TOTAL CONTRACT PRICE:	$96,797.80

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 _$ 96,797.80

3. Period of Performance and Liquidated Damages

Time is of essence. The Work to be performed shall be completed no later than September 30, 2026 (with the exception of those areas which are defined for completion sooner as detailed in this Exhibit A) 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

(REMAINDER OF PAGE INTENTIONALLY LEFT BLANK)

Image 1 - Overall Location Map

Turn Arrow
Turn Arrow
Turn Arrow

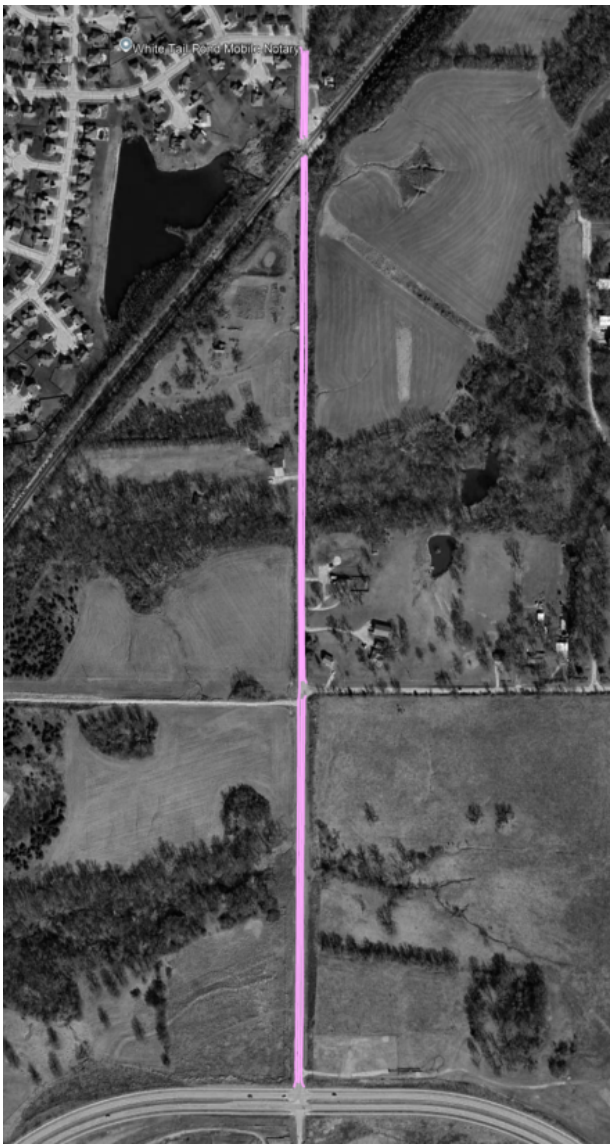


Image 3 – Birmingham Rd.

All Paint

ESTIMATED QUANTITIES

Line Item #	Description	Unit	Estimated Quantity
4	24” Stop Bar (Paint)	LF	25
5	4” Solid Yellow (Paint)	LF	8,265
9	6” Solid White - Edge Line (Paint)	LF	8,460

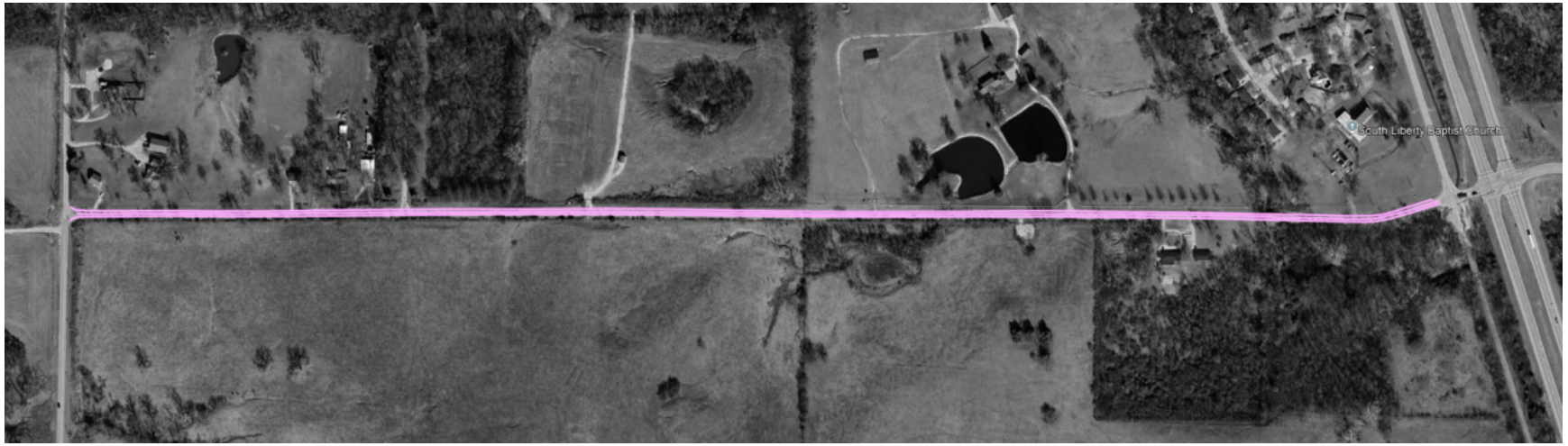


Image 4 – Ruth Ewing Dr.

All Paint

ESTIMATED QUANTITIES

Line Item #	Description	Unit	Estimated Quantity
5	4" Solid Yellow (Paint)	LF	9,780
9	6" Solid White - Edge Line (Paint)	LF	9,820

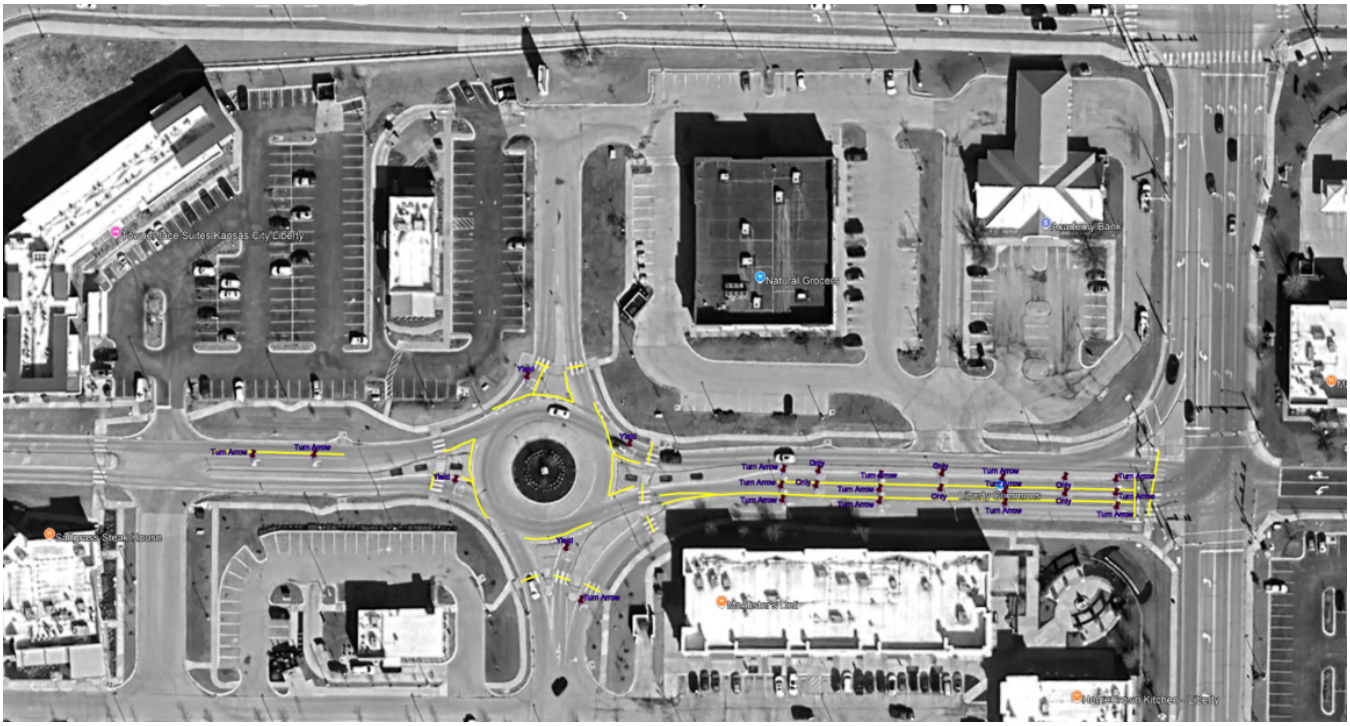


Image 5 – Stewart Rd.

All MMA

ESTIMATED QUANTITIES

Line Item #	Description	Unit	Estimated Quantity
10	24” Stop Bar (MMA)	LF	33
11	4” Solid Yellow (MMA)	LF	28
13	4” Solid White (MMA)	LF	890
14	4” Skips White (MMA)	LF	330
16	Arrow (MMA)	EA	15
17	“Only” (MMA)	EA	6
18	“Yield” (MMA)	EA	4
19	Piano Key Cross Walk (MMA)	LF	235

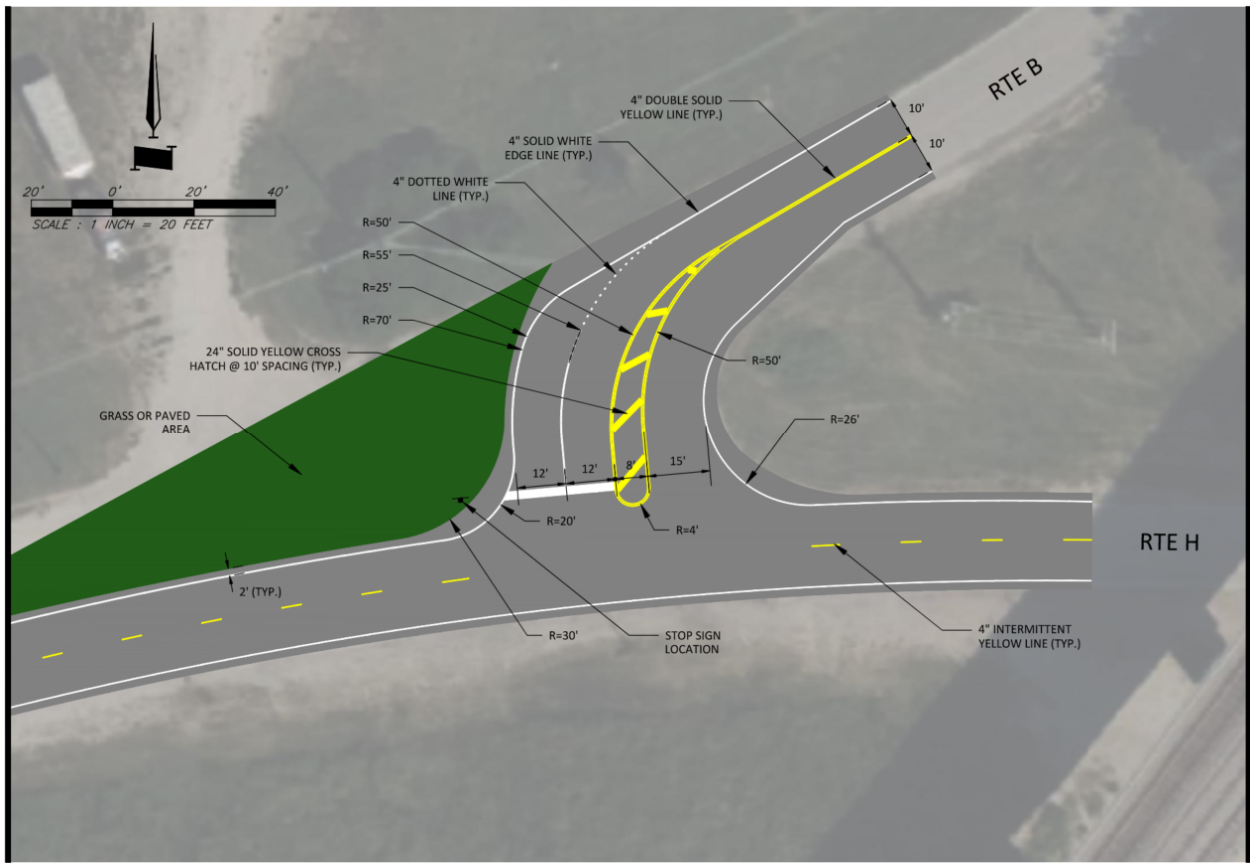


Image 6 – Intersection of B&H Hwy

All MMA

ESTIMATED QUANTITIES

Line Item #	Description	Unit	Estimated Quantity
10	24" Stop Bar (MMA)	LF	28
11	4" Solid Yellow (MMA)	LF	485
13	4" Solid White (MMA)	LF	310
15	4" Directional Skips (MMA)	LF	35

Exhibit B

AFFIDAVIT OF PARTICIPATION IN FEDERAL WORK AUTHORIZATION PROGRAM (CONTRACTS OVER $5,000)

Comes now Ryan Lee (name) as Vice President (office held) first being duly sworn, on my oath, affirm Streetwise, 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 2026 Pavement Marking 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)

Ryan Lee
Printed Name

Vice President
Title

3/10/2026
Date

State of Missouri)
) ss.
County of Jackson)

Subscribed and sworn to before me this 10 day of March, 2026.

My commission expires:

Notary Public

COURTNEY LYNNE BRATKIV
Notary Public, Notary Seal
State of Missouri
Jackson County
Commission # 20576073
My Commission Expires 02-19-2028

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]

Ryan Lee
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.

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.

Ryan Lee , Vice President

Typed Name & Title of Authorized Representative

Signature of Authorized Representative

3/10/2026

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.

PERFORMANCE BOND

CONTRACTOR *(name and address)*:

Streetwise, Inc
13501 Arrington
Grandview, MO 64030

SURETY *(name and address of principal place of business)*:

Merchants National Bonding, Inc
PO Box 14498
Des Moines, IA 50306

OWNER *(name and address)*: City of Liberty, Missouri 101 E Kansas Liberty, MO 64068

CONSTRUCTION CONTRACT

Effective Date of the Agreement:
Amount: $ 96,797.80
Description *(name and location)*: 2026 Pavement Marking Project (26-008)

BOND

Bond Number: 101806712
Date *(not earlier than the Effective Date of the Agreement of the Construction Contract)*:
Amount: $ 96,797.80
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

Streetwise, Inc *(seal)*
Contractor's Name and Corporate Seal

By: _____
Signature

Shawna Hettinger
Print Name

President
Title

Attest: _____
Signature

Vice President
Title

SURETY

Merchants National Bonding, Inc
Surety's Name and Corporate Seal

By: _____
Signature *(attach power of attorney)*

Kacee McCrorey
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 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:

MERCHANTS BONDING COMPANY™

POWER OF ATTORNEY

Know All Persons By These Presents, that MERCHANTS BONDING COMPANY (MUTUAL) and MERCHANTS NATIONAL BONDING, INC., both being corporations of the State of Iowa, and MERCHANTS NATIONAL INDEMNITY COMPANY , an assumed name of Merchants National Bonding, Inc., (herein collectively called the "Companies") do hereby make, constitute and appoint, individually,

Blake Marnholtz; Julie Messbarger; Kacee McCrorey; Kathryn E Johnson; Luke Lambert; Rodney S Demaree

their true and lawful Attorney(s)-in-Fact, to sign its name as surety(ies) and to execute, seal and acknowledge any and all bonds, undertakings, contracts and other written instruments in the nature thereof, on behalf of the Companies in their business of guaranteeing the fidelity of persons, guaranteeing the performance of contracts and executing or guaranteeing bonds and undertakings required or permitted in any actions or proceedings allowed by law.

This Power-of-Attorney is granted and is signed and sealed by facsimile under and by authority of the By-Laws adopted by the Board of Directors of the Companies.

"The President, Secretary, Treasurer, or any Assistant Treasurer or any Assistant Secretary or any Vice President shall have power and authority to appoint Attorneys-in-Fact, and to authorize them to execute on behalf of the Company, and attach the seal of the Company thereto, bonds and undertakings, recognizances, contracts of indemnity and other writings obligatory in the nature thereof."

"The signature of any authorized officer and the seal of the Company may be affixed by facsimile or electronic transmission to any Power of Attorney or Certification thereof authorizing the execution and delivery of any bond, undertaking, recognizance, or other suretyship obligations of the Company, and such signature and seal when so used shall have the same force and effect as though manually fixed."

In connection with obligations in favor of the Florida Department of Transportation only, it is agreed that the power and authority hereby given to the Attorney-in-Fact includes any and all consents for the release of retained percentages and/or final estimates on engineering and construction contracts required by the State of Florida Department of Transportation. It is fully understood that consenting to the State of Florida Department of Transportation making payment of the final estimate to the Contractor and/or its assignee, shall not relieve this surety company of any of its obligations under its bond.

In connection with obligations in favor of the Kentucky Department of Highways only, it is agreed that the power and authority hereby given to the Attorney-in-Fact cannot be modified or revoked unless prior written personal notice of such intent has been given to the Commissioner - Department of Highways of the Commonwealth of Kentucky at least thirty (30) days prior to the modification or revocation.

In Witness Whereof, the Companies have caused this instrument to be signed and sealed this 2nd day of March , 2026 .

MERCHANTS BONDING COMPANY (MUTUAL) INCORPORATED -o- 1933 (MUTUAL)
MERCHANTS NATIONAL BONDING, INC. INCORPORATED -o- 2003
MERCHANTS NATIONAL INDEMNITY COMPANY CALIFORNIA

MERCHANTS BONDING COMPANY (MUTUAL)
MERCHANTS NATIONAL BONDING, INC.
MERCHANTS NATIONAL INDEMNITY COMPANY

By Larry Taylor

STATE OF IOWA
COUNTY OF DALLAS ss.

On this 2nd day of March 2026 , before me appeared Larry Taylor, to me personally known, who being by me duly sworn did say that he is President of MERCHANTS BONDING COMPANY (MUTUAL), MERCHANTS NATIONAL BONDING, INC., and MERCHANTS NATIONAL INDEMNITY COMPANY; and that the seals affixed to the foregoing instrument are the Corporate Seals of the Companies; and that the said instrument was signed and sealed in behalf of the Companies by authority of their respective Boards of Directors.

NOTARIAL SEAL IOWA
Penni Miller
Commission Number 787952
My Commission Expires
January 20, 2027

Notary Public

(Expiration of notary's commission does not invalidate this instrument)

I, Elisabeth Sandersfeld, Secretary of MERCHANTS BONDING COMPANY (MUTUAL), MERCHANTS NATIONAL BONDING, INC., and MERCHANTS NATIONAL INDEMNITY COMPANY do hereby certify that the above and foregoing is a true and correct copy of the POWER-OF-ATTORNEY executed by said Companies, which is still in full force and effect and has not been amended or revoked.

In Witness Whereof, I have hereunto set my hand and affixed the seal of the Companies on this day of , .

MERCHANTS BONDING COMPANY (MUTUAL) INCORPORATED -o- 1933
MERCHANTS NATIONAL BONDING, INC. INCORPORATED -o- 2003
MERCHANTS NATIONAL INDEMNITY COMPANY CALIFORNIA

Secretary

POA 0018 (5/25)

PAYMENT BOND

CONTRACTOR *(name and address)*:

Streetwise, Inc
13501 Arrington
Grandview, MO 64030

SURETY *(name and address of principal place of business)*:

Merchants National Bonding, Inc
PO Box 14498
Des Moines, IA 50306

OWNER *(name and address)*: City of Liberty, Missouri 101 E Kansas Liberty, MO 64068

CONSTRUCTION CONTRACT

Effective Date of the Agreement:
Amount: $ 96,797.80
Description *(name and location)*: 2026 Pavement Marking Project (26-008)

BOND

Bond Number: 101806712
Date *(not earlier than the Effective Date of the Agreement of the Construction Contract)*:
Amount: $ 96,797.80
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

Streetwise, Inc *(seal)*
Contractor's Name and Corporate Seal

By: _____
Signature

Print Name

President
Title

Attest: _____
Signature

Vice President
Title

SURETY

MERCHANTS NATIONAL BONDING, INC. INCORPORATED -o- 2003

Merchants National Bonding, Inc
Surety's Name and Corporate Seal

By: _____
Signature *(attach power of attorney)*

Kacee McCrorey
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:

MERCHANTS BONDING COMPANY™

POWER OF ATTORNEY

Know All Persons By These Presents, that MERCHANTS BONDING COMPANY (MUTUAL) and MERCHANTS NATIONAL BONDING, INC., both being corporations of the State of Iowa, and MERCHANTS NATIONAL INDEMNITY COMPANY , an assumed name of Merchants National Bonding, Inc., (herein collectively called the "Companies") do hereby make, constitute and appoint, individually,

Blake Marnholtz; Julie Messbarger; Kacee McCrorey; Kathryn E Johnson; Luke Lambert; Rodney S Demaree

their true and lawful Attorney(s)-in-Fact, to sign its name as surety(ies) and to execute, seal and acknowledge any and all bonds, undertakings, contracts and other written instruments in the nature thereof, on behalf of the Companies in their business of guaranteeing the fidelity of persons, guaranteeing the performance of contracts and executing or guaranteeing bonds and undertakings required or permitted in any actions or proceedings allowed by law.

This Power-of-Attorney is granted and is signed and sealed by facsimile under and by authority of the By-Laws adopted by the Board of Directors of the Companies.

"The President, Secretary, Treasurer, or any Assistant Treasurer or any Assistant Secretary or any Vice President shall have power and authority to appoint Attorneys-in-Fact, and to authorize them to execute on behalf of the Company, and attach the seal of the Company thereto, bonds and undertakings, recognizances, contracts of indemnity and other writings obligatory in the nature thereof."

"The signature of any authorized officer and the seal of the Company may be affixed by facsimile or electronic transmission to any Power of Attorney or Certification thereof authorizing the execution and delivery of any bond, undertaking, recognizance, or other suretyship obligations of the Company, and such signature and seal when so used shall have the same force and effect as though manually fixed."

In connection with obligations in favor of the Florida Department of Transportation only, it is agreed that the power and authority hereby given to the Attorney-in-Fact includes any and all consents for the release of retained percentages and/or final estimates on engineering and construction contracts required by the State of Florida Department of Transportation. It is fully understood that consenting to the State of Florida Department of Transportation making payment of the final estimate to the Contractor and/or its assignee, shall not relieve this surety company of any of its obligations under its bond.

In connection with obligations in favor of the Kentucky Department of Highways only, it is agreed that the power and authority hereby given to the Attorney-in-Fact cannot be modified or revoked unless prior written personal notice of such intent has been given to the Commissioner - Department of Highways of the Commonwealth of Kentucky at least thirty (30) days prior to the modification or revocation.

In Witness Whereof, the Companies have caused this instrument to be signed and sealed this 2nd day of March , 2026 .

MERCHANTS BONDING COMPANY (MUTUAL) INCORPORATED -o- 1933

MERCHANTS NATIONAL BONDING, INC. INCORPORATED -o- 2003

MERCHANTS NATIONAL INDEMNITY COMPANY CALIFORNIA

MERCHANTS BONDING COMPANY (MUTUAL)
MERCHANTS NATIONAL BONDING, INC.
MERCHANTS NATIONAL INDEMNITY COMPANY

By Larry Taylor

STATE OF IOWA
COUNTY OF DALLAS ss.

On this 2nd day of March 2026 , before me appeared Larry Taylor, to me personally known, who being by me duly sworn did say that he is President of MERCHANTS BONDING COMPANY (MUTUAL), MERCHANTS NATIONAL BONDING, INC., and MERCHANTS NATIONAL INDEMNITY COMPANY; and that the seals affixed to the foregoing instrument are the Corporate Seals of the Companies; and that the said instrument was signed and sealed in behalf of the Companies by authority of their respective Boards of Directors.

NOTARIAL SEAL IOWA
Penni Miller
Commission Number 787952
My Commission Expires
January 20, 2027

Notary Public

(Expiration of notary's commission does not invalidate this instrument)

I, Elisabeth Sandersfeld, Secretary of MERCHANTS BONDING COMPANY (MUTUAL), MERCHANTS NATIONAL BONDING, INC., and MERCHANTS NATIONAL INDEMNITY COMPANY do hereby certify that the above and foregoing is a true and correct copy of the POWER-OF-ATTORNEY executed by said Companies, which is still in full force and effect and has not been amended or revoked.

In Witness Whereof, I have hereunto set my hand and affixed the seal of the Companies on this day of ,

MERCHANTS BONDING COMPANY (MUTUAL) INCORPORATED -o- 1933

MERCHANTS NATIONAL BONDING, INC. INCORPORATED -o- 2003

MERCHANTS NATIONAL INDEMNITY COMPANY CALIFORNIA

Secretary

POA 0018 (5/25)

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.

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: March 23, 2026

A/R No.: 2026-105

Department: Parks & Recreation

Submitted By: Tom Garland, Assistant Director Parks

Subject: Ordinance approving a guaranteed pricing agreement with Athco Acquisition Corporation to replace and install new playground equipment at Northwyck Park in an amount not to exceed $144,638.00

Summary:

- The Northwyck playground (east playground) has exceeded its recommended lifespan and is due for full replacement.
- Located to the east of the shelter.
- New Landscape Structure Playground Equipment will be used.
- Included as a part of the Parks and Recreation Department FY2026 operations budget for playground equipment replacement.
- Staff utilized the Greenbush Coop Price Agreement to procure prices for the purchase and installation of new playground equipment.
- The price for the new playground, including installation, is $144,638.00.

Background:

The playground at Northwyck Park has exceeded the recommended lifespan.

The Parks and Recreation Department continually reviews the playground inventory within the parks' system, evaluating the replacement and repair needs. Parks crews have done a great job keeping the structure repaired and safe for play. However, replacement of the Northwyck playground is a high priority due to its age and increasing maintenance issues.

As part of the 2026 Park operations budget, funds were allocated for the replacement of the playground.

Athco has been a great playground manufacturer for years and utilizes Landscape Structures playground equipment. Park staff toured other facilities and playgrounds along with discussing with other City staff on playground recommendations, and Landscape Structures has positive reviews. Plus, their equipment is a main component of the structures within City Park.

In addition, Parks Staff applied in 2025 for the FY2026 Missouri Department of Natural Resources Playground Scrap Tire Grant and was awarded it. The Grant will cover construction costs for the new safety surface in the amount of $56,211.00 in both playground areas.

In an effort to rejuvenate neighborhoods, the City of Liberty Parks and Recreation

Master Plan (Goal 3, Objective 3.4) recommends making all parks inclusive and accessible. According to the associated community survey, having accessible playgrounds in parks was rated a *"High Priority"* item. This rating indicates that any improvements in this area are likely to have a positive impact on the greatest number of households. Replacement of this playground has been highly requested from patrons that use the park. This project meets that neighborhood request.

Staff requests approval of an agreement with Athco utilizing the Greenbush Coop Pricing Agreement in the amount of $144,638.00 from the park operations budget.

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: 3-5-2026

Financial Considerations:

x	**Budgeted:**	Line Item: 460-57027-403-000000 Line Item:	Amount: $144,638.00 Amount:
		Revenue Line (if applicable):	Amount:
	Non-Budgeted	Line Item: Line Item:	Amount:
		Funding Source:	Amount:

Attachments:

1. Ordinance ATHCO Northwyck Playground 3-23-2026
2. Signed Contract ATHCO NORTHWYCK PARK 3-23-2026
3. Proposal Northwyck Park - Athco

Document No. _____

ORDINANCE NO. _____

ORDINANCE APPROVING A GURANTEED PRICING AGREEMENT WITH ATHCO ACQUISITION CORPORATION TO REPLACE AND INSTALL NEW PLAYGROUND EQUIPMENT AT NORTHWYCK PARK IN AN AMOUNT NOT TO EXCEED $144,638.00.00

WHEREAS, the Liberty Parks and Recreation department FY2026 operations budget was approved with funds to replace the Northwyck Park playground; And

WHEREAS, in an effort to rejuvenate neighborhoods, the City of Liberty Parks and Recreation Master Plan (Goal 3, Objective 3.4) recommends making all parks inclusive and accessible; 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 a guaranteed pricing agreement by and between the City of Liberty and ATHCO Acquisition Corp., 13500 W 108th St, Lenexa, KS 66215, in an amount not to exceed ONE HUNDRED FORTY-FOUR THOUSAND SIX HUNDRED THIRTY-EIGHT DOLLARS and 00/100 DOLLARS ($144,638.00) for equipment and installation at Northwyck Park, a copy of said agreement 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 to sign the 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 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

GUARANTEED PRICING AGREEMENT WITH ATHCO ACQUISITION CORP TO PROVIDE AND INSTALL NEW PLAYGROUND EQUIPMENT AT NORTHWYCK PARK PLAYGROUND IN AN AMOUNT NOT TO EXCEED $144,638

AGREEMENT FOR PROVISION OF THE FOLLOWING SERVICES

This agreement is made and entered into this **23rd day of March, 2026,** by and between the Mayor, Councilmen, and Citizens of the City of Liberty, Clay County, Missouri, 101 E. Kansas St., a municipal corporation hereinafter referred to as CITY, and **Athco Acquisition Corp, 13500 West 108th Street, Lenexa, KS, 66215,** hereinafter referred to as the Contractor.

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 was approved on **March 23, 2026** and is effective as of **March 23, 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 Bid Request **PK26-22** 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
TIME OF COMMENCEMENT AND COMPLETION

The work must be completed with 120 days of notice to proceed. 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 **$144,638**.

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

ARTICLE IV
CONTRACT PAYMENT

The City agrees to pay the Contractor for the completed work as follows: 50% of contract shall be paid at time of order; at the time of inspection and remediation, walk-through and acceptance by the City 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
INSURANCE REQUIREMENTS

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

ARTICLE VI
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

From More Than ($)	To and Including ($)	Calendar Day ($)
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.

Contract is subject to the State of Missouri Prevailing Wage Laws (Clay County Annual Wage Order #24). The contractor shall include the provisions of this clause in all subcontracts for work to be performed by subcontractors under this contract so that provisions of this clause are binding upon subcontractors.

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

A. Contractor shall provide a ten (10) hour Occupational Safety and Health Administration (OSHA) construction safety program for all employees who will be on-site at the Project. The construction safety program shall include a course in construction safety and health that is 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 as required by Section 292.675, RSMo.

B. All on-site employees of a contractor or subcontractor must have certification of successful completion of Required Safety Training within 60 days of project commencing. On-site employees must provide documentation that they have successfully completed the Required Safety Training *within the required time period*. If they cannot do so within 20 days of a request for such documentation, they must be removed from the project.

C. Contractor shall require all of its Subcontractors to comply with the requirements of this Section and Section 292.675, RSMo.

ARTICLE XII
NOTICE OF PENALTIES FOR FAILURE TO PROVIDE SAFETY TRAINING

A. Pursuant to Section 292.675, RSMo, Contractor shall forfeit to City as a penalty two thousand five hundred dollars ($2,500.00), plus one hundred dollars ($100.00) for each on-site employee employed by Contractor or its Subcontractor, for each calendar day, or portion thereof, such on-site employee is employed without the construction safety training required in Section XI above.

B. The penalty described in Subsection "A" of this Section shall not begin to accrue until the time periods described in Sections XI "B" and "C" above have elapsed.

C. Violations of Section XI above and imposition of the penalty described in this Section shall be investigated and determined by the Missouri Department of Labor and Industrial Relations.

ARTICLE XIII
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 XIIII
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.

(SEAL)

THE CITY OF LIBERTY, MISSOURI

By: _____
Greg Canuteson, Mayor

Attest: _____
Deputy City Clerk

(SEAL)

ATHCO ACQUISITION CORP
Company Name

By: _____ 03/11/2026
Michael Troughton

Title: Director

Attest: _____ 03/11/2026
Jason C Milbradt

APPENDIX A

Proposal Attached

Quote

ATHCO
Your Premier Athletic & Recreation Source

ATHCO Acquisition Corp.
13500 W. 108th St.
Lenexa, KS 66215
Phone: 913-469-5600 Direct: 913-346-3642
athco@athcollc.com

Prepared by: Collin Anderson

Date: 3/2/2026

All prices subject to acceptance within 30 days

To accept this quote, sign here and return

Payment Terms Net 30 days

TO: BJ Staab
City of Liberty Parks and Rec
1600 S Withers Road
Liberty, MO 64068

Description	QTY	UNIT PRICE	TOTAL
LSI Design #1202609-04-02		$ -	$ 144,638.00
		$ -	$ -
		$ -	$ -
		$ -	$ -
		$ -	$ -
		$ -	$ -
		$ -	$ -
		$ -	$ -
		$ -	$ -
		$ -	$ -
		$ -	$ -
		$ -	$ -

SUBTOTAL	$ 144,638.00
INSTALLATION OPTION	Included
FREIGHT	Included
SALES TAX - N/A	N/A
GREENBUSH CONTRACT #20.6 ESC-PLAYGROUND-REC2021	Included
Quote Total	$ 144,638.00

NOTES: **50% down payment due at time of order**

Owner responsible for relocating any utitilites at footing locations

Assumes no rock at footing locations. Additional charges for labor and equipment rental will be incurred for removal of rock above or below grade.

Current "Tax Exemption Certificate" required when placing orders for materials only

Proposals with labor (installation/repairs) are subject to sales tax unless a "Project Tax Exemption Certificate" is provided when placing the order

All conditions in this proposal are to be accepted into any subcontract issued by a General Contractor

For orders $1,000 & over, add 3% to the Quote Total if paying by credit card

Thank you!

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 Administrator or his authorized representative (s). The Contractor shall not comply with requests and/or orders issued by any other person. The City Administrator will designate his authorized representatives in writing. Both the City of Liberty and the Contractor must approve any changes to the contract in writing.

B. *Contract Award*
Award of this contract is anticipated no later than 60 days after bid deadline.

C. *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 of Liberty by the Contractor, its agents, representatives, employees or subcontractors. Proof of coverage as contained herein shall be submitted prior to the commencement of work and such coverage shall be maintained by the Contractor for the duration of the contract period. Claims made on policies must be enforce or that coverage purchased for three (3) years after contract completion date.

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

2. Comprehensive Automobile Liability:
   - Minimum $2,000,000 combine 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

D. *Hold Harmless Clause*

The Contractor shall, during the term of the contract including any warranty period, indemnify, defend, and hold harmless the City of Liberty, its officials, employees, agents, residents and representatives thereof from all suits, actions, or claims of any kind, including attorney's fees, brought on account of any personal injuries, damages, or violations of rights, sustained by any person or property as a consequence of any neglect in safeguarding contract work or on account of any act or omission by the Contractor or his employees, or from any claims or amounts arising from violation of any law, bylaw, ordinance, regulation or decree. The vendor agrees that this clause shall include claims involving infringement of patent or copyright.

E. *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.

F. *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.

G. *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.

H. *Cancellation*

The City of Liberty 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.

I. *Contractual Disputes*
The Contractor shall give written notice to the City of Liberty 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 of Liberty 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.

City 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.

J. *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.

K. *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.

L. *Drug/Crime Free Work Place*
The Respondent 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); and
3. Any crimes committed while on City property.

The Respondent 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.

M. *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.

N. *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, 64069.

O. *Compliance with Missouri Law Regarding the Employment of Illegal Aliens*

The successful Contractor shall be responsible for understanding and complying with all Missouri laws pertaining to the employment of illegal aliens. This will include certification to the City of such

P. *Prevailing Wage Requirements*

1. **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 the work under the contract, **must** be paid to all workers performing work under the contract.
2. The contractor will forfeit a penalty to the contracting public body 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.
3. The contractor and all subcontractors to the contract must require all on-site employees to complete the ten-hour construction safety training program required under section 292.675, RSMo, (enclosed in the laws section), if they have not previously completed the program and have documentation of having done so.
4. The contractor will forfeit a penalty to the contracting public body of $2,500 plus additional $100 for each employee employed by the contractor or subcontractor, for each calendar day, or portion thereof, such employee is employed without the required training.
5. Every transient employer, as defined in section 285.230, RSMo, enclosed in the laws section, must post in a prominent and easily accessible place at the work site a clearly legible copy of the following: (1) The notice of registration for employer withholding issued to such transient employer by the director of revenue; (2) Proof of coverage for workers' compensation insurance of self-insurance signed by the transient employer and verified by the department of revenue through the records of the division of workers' compensation; and (3) The notice of registration for unemployment insurance issued to such transient employer by the division of employment security. Any transient employer failing to comply with these requirements shall, under section 285.234, RSMo, enclosed in the laws section, be liable for a penalty of $500 per day until the notices required by this section are posted as required by that statute.

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.

Michael Troughton Director

Typed Name & Title of Authorized Representative

03/11/2026

Signature of Authorized Representative Date

Quote

ATHCO
Your Premier Athletic & Recreation Source

ATHCO Acquisition Corp.
13500 W. 108th St.
Lenexa, KS 66215
Phone: 913-469-5600 Direct: 913-346-3642
athco@athcollc.com

Prepared by: Collin Anderson

Date: 3/2/2026

All prices subject to acceptance within 30 days

To accept this quote, sign here and return

TO: BJ Staab
City of Liberty Parks and Rec
1600 S Withers Road
Liberty, MO 64068

Payment Terms Net 30 days

Description	QTY	UNIT PRICE	TOTAL
LSI Design #1202609-04-02		$ -	$ 144,638.00
		$ -	$ -
		$ -	$ -
		$ -	$ -
		$ -	$ -
		$ -	$ -
		$ -	$ -
		$ -	$ -
		$ -	$ -
		$ -	$ -
		$ -	$ -
		$ -	$ -

SUBTOTAL	$ 144,638.00
INSTALLATION OPTION	Included
FREIGHT	Included
SALES TAX - N/A	N/A
GREENBUSH CONTRACT #20.6 ESC-PLAYGROUND-REC2021	Included
Quote Total	$ 144,638.00

NOTES: **50% down payment due at time of order**

Owner responsible for relocating any utitilites at footing locations

Assumes no rock at footing locations. Additional charges for labor and equipment rental will be incurred for removal of rock above or below grade.

Current "Tax Exemption Certificate" required when placing orders for materials only

Proposals with labor (installation/repairs) are subject to sales tax unless a "Project Tax Exemption Certificate" is provided when placing the order

All conditions in this proposal are to be accepted into any subcontract issued by a General Contractor

For orders $1,000 & over, add 3% to the Quote Total if paying by credit card

Thank you!

The City of Liberty missouri

CITY COUNCIL ACTION REPORT

Meeting Date: March 23, 2026

A/R No.: 2026-106

Department: Parks & Recreation

Submitted By: Tom Garland, Assistant Director Parks

Subject: Ordinance approving a guaranteed pricing agreement with Taylormade, Co. for the purchase and installation of new rubber playground safety surfacing at Northwyck Park in an amount not to exceed $56,693.59

Summary:

- The City of Liberty Parks and Recreation Master Plan (Goal 3, Objective 3.4) recommends making all parks inclusive and accessible.
- The Northwyck Park Playground is scheduled to be replaced later this year.
- The Northwyck Park Playground surface is scheduled to be replaced after the playground installation in FY2026.
- Both playgrounds at Northwyck Park will be constructed with bonded rubber mulch safety surfaces.
- These projects are included in the Parks and Recreation Department FY2026 operations budget.
- Staff utilized The Purchasing Cooperative at Greenbush to procure pricing for the new playground synthetic turf safety surfaces.
- Staff recommends the approval of an agreement with Taylormade Co. for the purchase and installation of rubber safety surfacing at Northwyck Park in the amount of $56,693.59.
- Staff applied for and was awarded a $56,211.00 reimbursement grant from the Missouri Department of Natural Resources Scrap Tire Surface Material Grants program to assist with the funding for the Northwyck Playground Safety Surface.

Background:

The Parks and Recreation Department continually reviews the playground inventory within the park system, evaluating and prioritizing replacement and repair needs. During the FY2026 budget development process, the Northwyck Playground and Playground Surface were identified as the highest priority to be replaced as part of the Parks operations budget.

Staff applied for a Missouri Department of Natural Resources (MODNR) Scrap Tire Surface Material Grant to help cover part of the cost to replace the safety surface of the Northwyck playground. The City was notified in the Fall of 2025 that $56,211 was awarded and would be available in 2026. This is a reimbursement grant, so $56,211.00 of the $56,693.59 safety surface expense will be reimbursed by the MODNR when the project is complete.

Staff recommends the approval of an agreement with Taylormade Co. for purchase and installation of rubber safety surfacing utilizing the Greenbush Coop pricing agreement

in an amount of $56,693.59. These projects will be funded from the FY2026 park operations budget.

Previous Action (if applicable):
Res. No. 3496 authorizing the acceptance of a financial assistance agreement from MDOR was approved by City Council on October 13, 2025.

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: 3-5-2026

Financial Considerations:

x	**Budgeted:**	Line Item: 460-57027-403-000000 Line Item:	Amount: $56,693.59 Amount:
		Revenue Line (if applicable):	Amount:
	Non-Budgeted	Line Item: Line Item:	Amount:
		Funding Source:	Amount:

Attachments:
1. Ordinance Taylormade Northwyck Playground Surface 3-23-2026
2. Signed Contract Taylormade Northwyck Playground
3. 2621 Northwyck Park Estimate (1)

Document No. _____

ORDINANCE NO. _____

ORDINANCE APPROVING A GUARANTEED PRICING AGREEMENT WITH TAYLORMADE, CO. FOR THE PURCHASE AND INSTALLATION OF NEW RUBBER PLAYGROUND SAFETY SURFACING AT NORTHWYCK PARK IN AN AMOUNT NOT TO EXCEED $56,693.59

WHEREAS, the Liberty Parks and Recreation Department operations budget was approved with funds to replace the safety surfacing at the Northwyck Park playground in the 2026 budget; and

WHEREAS, the City of Liberty was awarded a Scrap Tire Surface Material Grant to add a poured-in-place rubber safety surface to the playgrounds at Northwyck Park in the amount of $56,211 (Approved Resolution No. 3496, Oct. 13, 2025); and

WHEREAS, the remaining balance of $482.59 was included in the 2026 Parks Operations budget; 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 a guaranteed pricing agreement by and between the City of Liberty and TAYLORMADE, CO., 7356 Holliday Dr. Kansas City, KS, 66106-5102 in an amount not exceed FIFTY-SIX THOUSAND SIX HUNDRED NINETY-THREE DOLLARS AND 59/100 ($56,693.59) for materials and installation at Northwyck Park, a copy of said agreement 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 to sign the 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 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

GUARANTEED PRICING AGREEMENT WITH TAYLORMADE COMPANY TO PROVIDE AND INSTALL NEW PLAYGROUND SAFETY SURFACING AT NORTHWYCK PARK PLAYGROUND IN AN AMOUNT NOT TO EXCEED $56,693.59

AGREEMENT FOR PROVISION OF THE FOLLOWING SERVICES

This agreement is made and entered into this **23rd day of March, 2025,** by and between the Mayor, Councilmen, and Citizens of the City of Liberty, Clay County, Missouri, 101 E. Kansas St., a municipal corporation hereinafter referred to as CITY, and **Taylormade Company 7356 Holliday Drive, Kansas City, KS, 66106,** hereinafter referred to as the Contractor.

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 was approved on **March 23, 2026** and is effective as of **March 23, 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 Bid Request **PK26-22** 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
TIME OF COMMENCEMENT AND COMPLETION

The work must be completed with 120 days of notice to proceed. 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 **$56,693.59**.

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

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 Liberty City Council, 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
INSURANCE REQUIREMENTS

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

ARTICLE VI
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.

Contract is subject to the State of Missouri Prevailing Wage Laws (Clay County Annual Wage Order #24). The contractor shall include the provisions of this clause in all subcontracts for work to be performed by subcontractors under this contract so that provisions of this clause are binding upon subcontractors.

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

A. Contractor shall provide a ten (10) hour Occupational Safety and Health Administration (OSHA) construction safety program for all employees who will be on-site at the Project. The construction safety program shall include a course in construction safety and health that is 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 as required by Section 292.675, RSMo.

B. All on-site employees of a contractor or subcontractor must have certification of successful completion of Required Safety Training within 60 days of project commencing. On-site employees must provide documentation that they have successfully completed the Required Safety Training *within the required time period*. If they cannot do so within 20 days of a request for such documentation, they must be removed from the project.

C. Contractor shall require all of its Subcontractors to comply with the requirements of this Section and Section 292.675, RSMo.

ARTICLE XII
NOTICE OF PENALTIES FOR FAILURE TO PROVIDE SAFETY TRAINING

A. Pursuant to Section 292.675, RSMo, Contractor shall forfeit to City as a penalty two thousand five hundred dollars ($2,500.00), plus one hundred dollars ($100.00) for each on-site employee employed by Contractor or its Subcontractor, for each calendar day, or portion thereof, such on-site employee is employed without the construction safety training required in Section XI above.

B. The penalty described in Subsection “A” of this Section shall not begin to accrue until the time periods described in Sections XI “B” and “C” above have elapsed.

C. Violations of Section XI above and imposition of the penalty described in this Section shall be investigated and determined by the Missouri Department of Labor and Industrial Relations.

ARTICLE XIII
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 XIIII
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.

(SEAL)

THE CITY OF LIBERTY, MISSOURI

By: _____
Greg Canuteson, Mayor

Attest: _____
Deputy City Clerk

(SEAL)

Taylormade Co
Company Name

By: _____ Wade Taylor

Title: President

Attest: _____ Kristin Mance

APPENDIX A

Proposal Attached

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 Administrator or his authorized representative (s). The Contractor shall not comply with requests and/or orders issued by any other person. The City Administrator will designate his authorized representatives in writing. Both the City of Liberty and the Contractor must approve any changes to the contract in writing.

B. Contract Award

Award of this contract is anticipated no later than 60 days after bid deadline.

C. 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 of Liberty by the Contractor, its agents, representatives, employees or subcontractors. Proof of coverage as contained herein shall be submitted prior to the commencement of work and such coverage shall be maintained by the Contractor for the duration of the contract period. Claims made on policies must be enforce or that coverage purchased for three (3) years after contract completion date.

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

2. Comprehensive Automobile Liability:
   - Minimum $2,000,000 combine 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

D. Hold Harmless Clause

The Contractor shall, during the term of the contract including any warranty period, indemnify, defend, and hold harmless the City of Liberty, its officials, employees, agents, residents and representatives thereof from all suits, actions, or claims of any kind, including attorney's fees, brought on account of any personal injuries, damages, or violations of rights, sustained by any person or property as a consequence of any neglect in safeguarding contract work or on account of any act or omission by the Contractor or his employees, or from any claims or amounts arising from violation of any law, bylaw, ordinance, regulation or decree. The vendor agrees that this clause shall include claims involving infringement of patent or copyright.

E. 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.

F. 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.

G. 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.

H. Cancellation

The City of Liberty 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.

I. Contractual Disputes

The Contractor shall give written notice to the City of Liberty 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 of Liberty 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.

City 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.

J. 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.

K. 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.

L. Drug/Crime Free Work Place

The Respondent 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); and
3. Any crimes committed while on City property.

The Respondent 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.

M. 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.

N. 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, 64069.

O. Compliance with Missouri Law Regarding the Employment of Illegal Aliens

The successful Contractor shall be responsible for understanding and complying with all Missouri laws pertaining to the employment of illegal aliens. This will include certification to the City of such

P. Prevailing Wage Requirements

1. **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 the work under the contract, **must** be paid to all workers performing work under the contract.
2. The contractor will forfeit a penalty to the contracting public body 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.
3. The contractor and all subcontractors to the contract must require all on-site employees to complete the ten-hour construction safety training program required under section 292.675, RSMo, (enclosed in the laws section), if they have not previously completed the program and have documentation of having done so.
4. The contractor will forfeit a penalty to the contracting public body of $2,500 plus additional $100 for each employee employed by the contractor or subcontractor, for each calendar day, or portion thereof, such employee is employed without the required training.
5. Every transient employer, as defined in section 285.230, RSMo, enclosed in the laws section, must post in a prominent and easily accessible place at the work site a clearly legible copy of the following: (1) The notice of registration for employer withholding issued to such transient employer by the director of revenue; (2) Proof of coverage for workers' compensation insurance of self-insurance signed by the transient employer and verified by the department of revenue through the records of the division of workers' compensation; and (3) The notice of registration for unemployment insurance issued to such transient employer by the division of employment security. Any transient employer failing to comply with these requirements shall, under section 285.234, RSMo, enclosed in the laws section, be liable for a penalty of $500 per day until the notices required by this section are posted as required by that statute.

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;

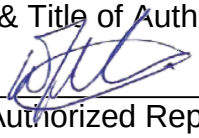
C. Are not presently indicted for or otherwise criminally or civilly charged by a government entity (Federal, State, or local) with commission of any of the offenses enumerated in paragraph (b) of this certification; and

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.

Wade Taylor, President

Typed Name & Title of Authorized Representative



03/09/2026

Signature of Authorized Representative Date

ESTIMATE

Taylormade Co
7356 Holliday Dr
Kansas City, KS 66106-5102

kristin@ecoturfsurfacing.com
+1 (913) 713-1573
www.ecoturfsurfacing.com

ECOTURF PLAYGROUND SURFACING

Estimates 2026:2621

Bill to
City Hall
101 East Kansas Street
Liberty, MO 64068

Ship to
Northwyck Park
Liberty, MO 64068

Estimate details
Estimate no.: 2621
Estimate date: 01/30/2026

#	Product or service	Description	Qty	Rate	Amount
1.		Area 1			
2.	**Bonded Rubber Mulch**	Installation of Bonded Rubber Mulch for 6' and below fall height (3'' depth)	1858	$1.24	$2,303.92
3.	**Bonded Rubber Mulch**	Installation of Bonded Rubber Mulch for 8' and below fall height (4'' depth)	1450	$3.54	$5,133.00
4.		Area 2			
5.	**Bonded Rubber Mulch**	Installation of Bonded Rubber Mulch for 8' and below fall height (4'' depth)	781	$3.54	$2,764.74
6.	**Bonded Rubber Mulch**	Material for Installation	4089	$10.76	$43,997.64
7.	**Shipping**	Estimated Shipping for Material	4089	$0.61	$2,494.29
8.		***Does not include removal of existing surface or installation of sub-base and drainage***			
9.		***28,440lbs of Recycled Material*** ***100% of Recycled Material is from Missouri Scrap Tires***			

Total **$56,693.59**

ECOTURF PLAYGROUND
SURFACING

7356 Holliday Drive
Kansas City, KS 66106
Phone: 913-713-1573

Estimate Contract

The estimate price for this project has been calculated based on the current prices for the materials. However, the market for the materials is considered to be volatile, and sudden price increases could occur.

Ecoturf Surfacing agrees to use our best efforts to obtain the lowest possible prices from available material suppliers, but should there be an increase in the prices of these specified materials that are purchased after execution of the Contract for use in this project, the Customer will be notified of the cost increase.

Upon notification, the Customer will then have the option to pay the cost increase or cancel the project and contract.

All projects are dependent on weather and installation dates are tentative

A standard additional insured certificate will be supplied at no charge upon customer request. If the customer requests any changes to Ecoturf Surfacing's insurance the customer will be responsible for the cost of any and all changes.

Customer is to supply and install construction fence around site and have security to watch over the site once the project has begun, up until the surface is dry and ready to be used. Any and all costs to repair or replace damage to surface caused by a lack of security or fencing will be the responsibility of the customer.

Customer is responsible for placing rubber wear mats in high traffic areas, such as under swings and at the bottom of slides. Customer is responsible for site restoration.

100% full payment is due in NET 30 days upon completion of project. Past due invoice will be billed at 2% per month (24% annum). In the case of any default, customer shall pay Taylormade Co, Inc. DBA Ecoturf Surfacing reasonable attorney fees and costs, including those on any appeal even if no suit or action is filed.

All work completed under this contract remains the property of Ecoturf Surfacing until this contract is paid in full.

Please sign and submit this quote to have your project added to our job list. By signing you are stating that you agree to the scope, details, and terms for the above mentioned proposal.

Customer Signature _____ Date: _____

The City of Liberty missouri

CITY COUNCIL ACTION REPORT

Meeting Date: March 23, 2026

A/R No.: 2026-121

Department: Public Works

Submitted By: Joshua Martinez, Capital Projects Engineer

Subject: Liberty Public School District - School District 53, a Corporation

Summary:

The Liberty Middle School track and field improvement project required construction of public storm sewer improvements and private storm water quality facilities, actions which came with the following requirements:

- Acceptance of an easement for public storm drainage facilities.
- Acceptance of constructed public storm sewer improvements.
- Acceptance of four public access easements for private storm water quality facilities.
- Acceptance of a covenant to maintain private storm water management systems.

Background:

To facilitate the Liberty Middle School track and field improvement project, the Liberty Public School District – School District 53, had constructed Public Storm Sewer Improvements as well as Private Storm Water Quality Best Management Practices (BMP's) on their property at 1500 S. Withers Rd. The requirements associated with each of the constructed improvements as well as the recommended action by staff are provided below:

Public Storm Sewer Improvements

Public Storm Sewer Improvements were constructed on private property at 1500 S. Withers Road as part of the Liberty Middle School track and field improvement project. The improvements were constructed by Newkirk Novak Construction Partners, Inc. under permit NO. PWKS-04-25-00001.

As the constructed public storm sewer improvements are on private property, a storm drainage facility easement is required to be dedicated over the storm sewer centerline to allow future access and maintenance. In response to this requirement, the property owner has executed an easement for storm drainage facilities.

The easements were obtained and improvements constructed in accordance with City of Liberty plans and specification and at no cost to the City. The improvements and easements require formal approval/acceptance by the City Council prior to inclusion as public infrastructure and recording.

Private Storm Water Quality Facilities Best Management Practices (BMP)

Private BMP were constructed/installed on site at 1500 S. Withers Road

Per the City of Liberty's storm water discharge permit from the Missouri Department of Natural Resources an agreement between the City and post-development landowner(s) is required to designate the responsible party(ies) and the type and 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 Liberty Middle School Track and Field Improvement Project has been executed by the property owner. This covenant is the City's standard requirement where storm water detention and storm water quality facilities are required.

In addition to the covenant and the storm water quality facilities are privately owned and maintained, the City, per its (MoDNR) permit, is required to ensure its access to the facilities, in order to conduct inspections and ensure compliance with MoDNR requirements. In response to the requirement (4) public storm water quality facility access easements have been executed by the property owner.

The covenant and easements were obtained at no cost to the City. City Council acceptance is required for formal acceptance and recording of both the covenant and the easement documents.

Staff recommend the following actions:

- Accepting an Ordinance accepting an easement for Public Storm Drainage Facilities from the Liberty Public School District 53, for the Liberty Middle School track and field improvement project.
- Accepting an Ordinance accepting four public access easements for private storm water quality facilities from the Liberty Public School District 53, for the Liberty Middle School track and field improvement project.
- Accepting an Ordinance accepting a covenant to maintain private storm water management systems with the Liberty Public School District 53, for the Liberty Middle School track and field improvement project.
- Approving a Resolution accepting the Public Storm Sewer Improvements associated with the Liberty Middle School track and field improvement project as constructed by Newkirk Novak Construction Partners, Inc. under permit NO. PWKS-04-25-00001.

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:

1. Ord - Accept Storm Drainage Facility Easement Liberty Middle School
2. 2026-090 Easement Storm Drainage Facilities
3. 2026-109 Accept 4 Storm Water Quality Facilties Easements Liberty Middle School - Ord
4. 2026-109 Easement for Storm Water Detention Facility
5. 2026-110 Accept Covenant Liberty Middle School - ORD
6. 2026-110 Covenant to Maintain Stormwater
7. 2026-089 Accept Storm PIP Project - Liberty Middle School Soccer Field - RES

Document No. _____

ORDINANCE NO. _____

ORDINANCE ACCEPTING AN EASEMENT FOR STORM DRAINAGE FACILITIES FROM LIBERTY PUBLIC SCHOOL DISTRICT 53, A CORPORATION FOR THE LIBERTY MIDDLE SCHOOL TRACK AND FIELD IMPROVEMENT PROJECT

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 accepts from Liberty Public School District 53, a corporation for the public easement for storm drainage facilities. A copy of said public easement is attached hereto and made a part hereof as though more fully set out herein.

SECTION II

The City Council of the City of Liberty, Clay County, Missouri, hereby directs said public easement to be filed with this ordinance after being recorded with the Office of the Recorder of Deeds of Clay County, Missouri.

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

EASEMENT FOR STORM DRAINAGE FACILITIES

CORPORATION
SEC____ T____ N R____ W

THIS AGREEMENT, made this 20th day of January 2026, by and between: LIBERTY SCHOOL DISTRICT - SCHOOL DISTRICT 53 **GRANTOR** , and THE MAYOR, CITY COUNCILMEN AND THE CITIZENS OF THE CITY OF LIBERTY, A MUNICIPAL CORPORATION OF THE STATE OF MISSOURI, **GRANTEE, GRANTEE'S mailing address 101 E. Kansas Street, Liberty, MO 64068.**

WITNESSETH, that the **GRANTOR**, for and in consideration of $1.00 and other valuable consideration received, and the advantages to be gained from the existence of such storm drainage facilities and appurtenances thereon, does hereby grant unto the **GRANTEE**, a permanent easement and license to locate, construct, reconstruct, maintain, remove, operate, replace and repair, and to authorize the location, construction, reconstruction, maintenance, removal, operation, replacement and repair any and all appurtenances incident thereto over, upon, under and through the following described tract of land lying, being and situated in said City of Liberty, Clay County, Missouri, to wit:

See Exhibit A for legal description and plan exhibit

TO HAVE AND TO HOLD the same for the aforesaid use with all rights, privileges, appurtenances, and immunities thereto belonging unto the GRANTEE, its successors and assigns, the GRANTOR hereby covenanting unto the GRANTEE, its successors and assigns, as follows:

1. Said easement tract will be kept free from buildings and any other structures or obstructions which will interfere with the GRANTEE in entering upon said land for the purpose of reconstructing, operating, repairing, replacing, and maintaining such storm drainage facilities and appurtenances; and no excavation or fill shall be made, and no other operations of any kind or nature shall be performed or authorized by the GRANTOR to be performed which will interfere with or jeopardize or threaten the normal and proper operation and maintenance of such storm drainage facilities and appurtenances.

2. The right of GRANTEE, its agents, servants, employees, or independent contractors to go upon said land at any time for the purpose of reconstructing, operating, repairing, or maintaining said storm drainage facilities and all appurtenances incidental thereto.

3. The GRANTEE, its successors and assigns, shall be kept free of all claims for damages on said described area by reason of the rights herein conveyed by GRANTOR, and the GRANTOR does hereby covenant with the GRANTEE that GRANTOR is lawfully seized and possessed of the land above described, and a good and lawful right to convey the same, that it is free from all encumbrances done or suffered by GRANTOR which would interfere with the rights granted hereunder, and that GRANTOR will forever warrant and defend the title thereto against the lawful claims of all affecting the rights and easement granted hereunder.

As part of the consideration for this grant, the GRANTOR, does hereby release GRANTEE, its agents, servants, employees, or independent contractors from any and all claims for damages from whatsoever cause incidental to the exercise of the rights herein granted, except any damage caused by an act of negligence on the part of the GRANTEE.

For the same consideration, GRANTEE shall have the right at all times to go upon the land herein described to maintain, operate, replace and repair such storm drainage facilities and any and all appurtenances incident thereto.

IN TESTIMONY WHEREOF, the said **GRANTOR** has set hand and seal the day and year first above written.

ATTEST:

By: _____
Steven Anderson,
Chief Operations Officer

By: _____
Denise Aldrich, Board of
Education Secretary

(CORPORATE SEAL)

STATE OF MISSOURI)
)SS
COUNTY OF CLAY)

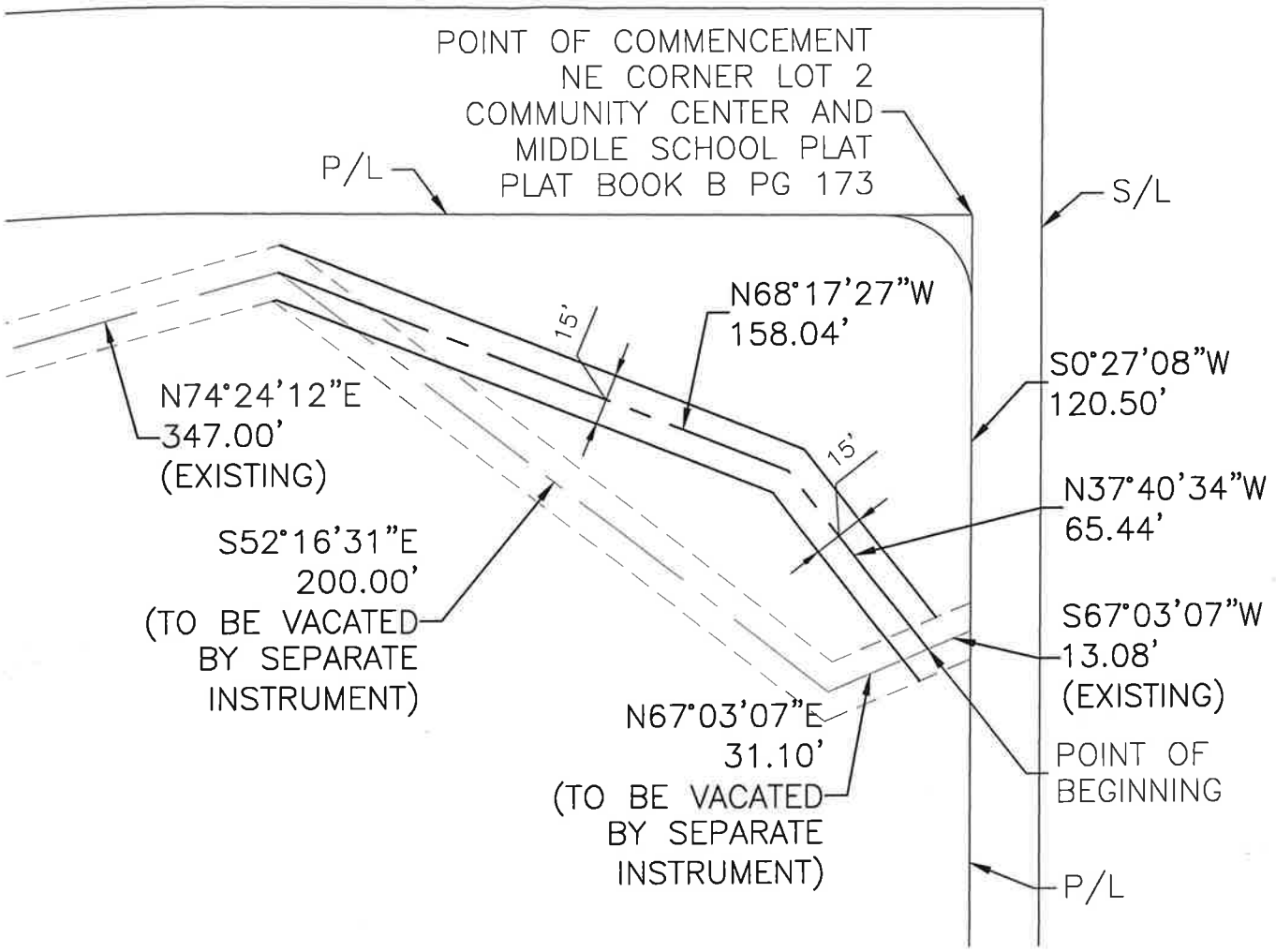
On this 20th day of January, 2026 before me, personally appeared Soren Anderson, to me personally know, and who being by me duly sworn, did say that he is Chief Operations Officer of Liberty Public Schools, and that the seal affixed to the foregoing instrument is the corporate seal of said corporation and that the instrument was signed and sealed in behalf of said corporation by authority duly conferred upon him by its Board of Directors and Liberty Public Schools acknowledged said instrument to be the free act and deed of said corporation.

IN WITNESS WHEREOF, I have hereunto set my hand and affixed my notarial seal at my office in Liberty, Missouri, the day and year last above written.

Notary Public in and for said County and State

My term expires November 22, 2026

NICOLE J. TRESTER
Notary Public - Notary Seal
Clay County - State of Missouri
Commission Number 22675435
My Commission Expires Nov 22, 2026



TRACT DESCRIPTION:
AN EASEMENT 15.00' WIDE WITH CENTERLINE AS FOLLOWS: COMMENCING AT THE NORTHEAST CORNER OF LOT 2 OF COMMUNITY CENTER AND MIDDLE SCHOOL PLAT RECORDED IN PLAT BOOK B PG 173 IN CLAY COUNTY, MO, THENCE ON THE EAST LINE OF SAID LOT S0°27'08"W, A DISTANCE OF 120.50'; THENCE S67°03'07"W, A DISTANCE OF 13.08' ALONG THE CENTERLINE OF THE EXISTING EASEMENT, TO THE POINT OF BEGINNING; THENCE N37°40'34W, A DISTANCE OF 65.44'; THENCE N68°17'27"W, A DISTANCE OF 158.04', TO A POINT ON ℄ OF THE EXISTING EASEMENT AND TERMINUS OF THE EASEMENT TO BE DEDICATED.

N

SCALE: 1"=50'

0 50 100

©2025 MKEC ENGINEERING, INC. ALL RIGHTS RESERVED WWW.MKEC.COM THESE DRAWINGS AND THEIR CONTENTS, INCLUDING, BUT NOT LIMITED TO, ALL CONCEPTS, DESIGNS, & IDEAS ARE THE EXCLUSIVE PROPERTY OF MKEC ENGINEERING, INC. (MKEC), AND MAY NOT BE USED OR REPRODUCED IN ANY WAY WITHOUT THE EXPRESS CONSENT OF MKEC.

PLOTTED: Wednesday, December 10, 2025 @ 10:18AM

P:\PROJECTS\2023\2302010112_LIBERTY_LIBERTY MIDDLE SCHOOL TRACK\04 SURVEY\DOCUMENTS\EASEMENTS\230112-04-BMP EASEMENT EXHIBIT E.DWG

MKEC
Overland Park, KS • 913.317.9390

PUBLIC STORM DRAINAGE EASEMENT FOR

LIBERTY MIDDLE SCHOOL

1500 S WITHERS RD, LIBERTY, MO 64068

STORM DRAINAGE EASEMENT - DEDICATION
EXHIBIT A

DRAWN BY: CJL	PROJECT NO. 2302010112	SHEET NO.	
DESIGNED BY: CJL	SCALE: 1"=50'	V-105	
APPROVED BY: JWS	DATE: 10.10.2025	1 OF 1	

Document No. _____

ORDINANCE NO. _____

ORDINANCE ACCEPTING FOUR PUBLIC ACCESS EASEMENTS FOR PRIVATE STORM WATER QUALITY FACILITIES FROM LIBERTY PUBLIC SCHOOL DISTRICT 53, A CORPORATION FOR THE LIBERTY MIDDLE SCHOOL TRACK AND FIELD IMPROVEMENT PROJECT

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 accepts from Liberty Public School District – School District 53, a Corporation four public access easements for private storm water quality facilities. A copy of said public access easements are attached hereto and made a part hereof as though more fully set out herein.

SECTION II

The City Council of the City of Liberty, Clay County, Missouri, hereby directs said public access easements to be filed with this ordinance after being recorded with the Office of the Recorder of Deeds of Clay County, Missouri.

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

EASEMENT FOR STORM WATER DETENTION FACILITIES

CORPORATION
SEC____ T____ N R____ W

THIS AGREEMENT, made this 20th day of January 2026, by and between: LIBERTY PUBLIC SCHOOL DISTRICT – SCHOOL DISTRICT 53 **GRANTOR** , and THE MAYOR, CITY COUNCILMEN AND THE CITIZENS OF THE CITY OF LIBERTY, A MUNICIPAL CORPORATION OF THE STATE OF MISSOURI, **GRANTEE, GRANTEE'S mailing address 101 E. Kansas Street, Liberty, MO 64068**

WITNESSETH, that the **GRANTOR**, for and in consideration of $1.00 and other valuable consideration received, and the advantages to be gained from the existence of such storm water detention facilities, and appurtenances thereon, does hereby grant unto the **GRANTEE**, a permanent easement and license to locate, construct, reconstruct, maintain, remove, operate, replace and repair and to authorize the location, construction, reconstruction, maintenance, and repair of the area of land, and any and all appurtenances incident thereto over, upon, under and through the following described tract of land lying, being and situated in said City of Liberty, Clay County, Missouri, to-wit:

Four separate easements as described Exhibit A, see below.

TO HAVE AND TO HOLD the same for the aforesaid use with all rights, privileges, appurtenances, and immunities thereto belonging unto the GRANTEE, its successors and assigns, the GRANTOR hereby covenanting unto the GRANTEE, its successors and assigns, as follows:

1. Said easement tract will be kept free from buildings and any other structures or obstructions which will interfere with the **GRANTEE** in excavating upon said land for the purpose of constructing, reconstructing, operating, repairing, replacing, and maintaining such area of land and all appurtenances; and no excavation or fill shall be made other than required maintenance by the **GRANTOR**, and no other operations of any kind or nature shall be performed or authorized by the **GRANTOR** to be performed which will inhibit the proper operation of the stormwater detention facilities and installations, stormwater quality BMPs, and underground drainage conduits and appurtenances for drainage, stormwater quality, and detention purposes on under and along the strips of land outlined thereon.

2. The right of **GRANTEE**, its agents, servants, employees, or independent contractors to go upon said land at any time to excavate or perform other operations for the purpose of constructing, reconstructing, operating, removing, replacing, repairing, or maintaining said stormwater detention facilities and installations, stormwater quality BMPs, and underground drainage conduits and appurtenances for drainage, stormwater quality, and detention incidental thereto.

3. The **GRANTEE**, its successors and assigns, shall be kept free of all claims for damages to trees, shrubs, and all other things on said described area by reason of the rights herein conveyed by **GRANTOR**, and the **GRANTOR** does hereby covenant with the **GRANTEE** that **GRANTOR** is lawfully seized and possessed of the land above described, and a good and lawful right to convey the same, that it is free from all encumbrances done or suffered by **GRANTOR** which would interfere with the rights granted hereunder, and that **GRANTOR** will forever warrant and defend the title thereto against the lawful claims of all affecting the rights and easement granted hereunder.

As a part of the consideration for this grant, the **GRANTOR** does hereby release **GRANTEE**, its agents, servants, employees, or independent contractors from any and all claims for damages from whatsoever cause incidental to the exercise of the rights herein granted.

For the same consideration, **GRANTEE** shall have the right at all times to go upon the land herein described to locate, construct, reconstruct, maintain, remove, operate, replace and repair such stormwater detention facilities and installations, stormwater quality BMPs, and underground drainage conduits and appurtenances for drainage, stormwater quality, and detention incident thereto.

In exercise of its rights hereunder, **GRANTEE** shall use then existing streets, roads, driveways and lanes whenever practicable; repair and restore to the previously existing surface on each entry; and pay for damage, if any, to growing crops, fences, surface of land, or personal property on each entry.

IN TESTIMONY WHEREOF, the said **GRANTOR** has set hand and seal the day and year first above written.

ATTEST:

By: S+A m
Steven Anderson,
Chief Operations Officer

By: Denise Aldrich
Denise Aldrich, Board of
Education Secretary

(CORPORATE SEAL)

STATE OF MISSOURI)
)SS
COUNTY OF CLAY)

On this 20th day of January, 2026 before me, personally appeared Steven Anderson, to me personally know, and who being by me duly sworn, did say that he is Chief Operations Officer of Liberty Public Schools, and that the seal affixed to the foregoing instrument is the

corporate seal of said corporation and that the instrument was signed and sealed in behalf of said corporation by authority duly conferred upon him by its Board of Directors and Liberty Public Schools acknowledged said instrument to be the free act and deed of said corporation.

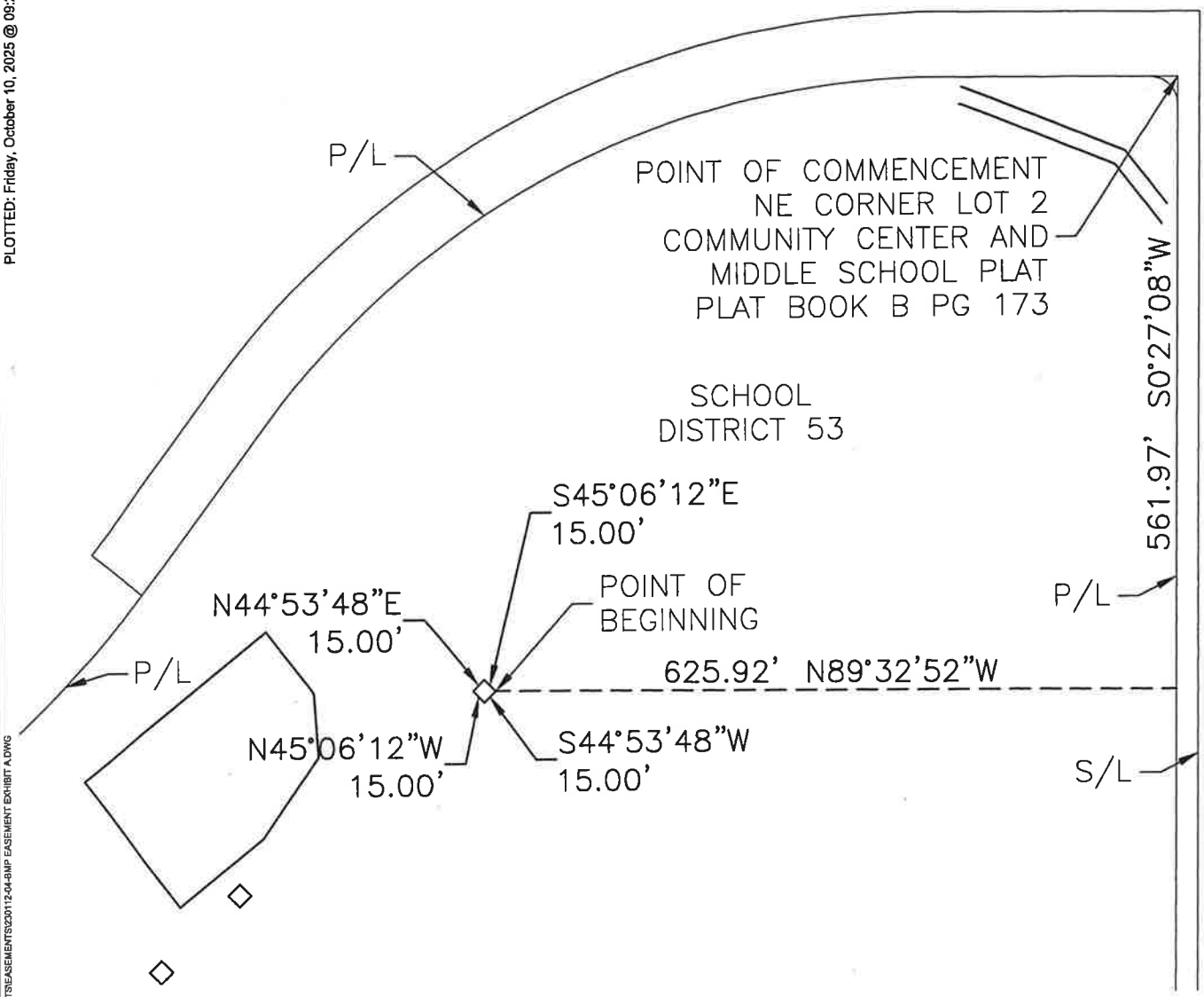
IN WITNESS WHEREOF, I have hereunto set my hand and affixed my notarial seal at my office in Liberty, Missouri, the day and year last above written.

Notary Public in and for said County and State

My term expires November 22, 2026

NICOLE J. TRESTER
Notary Public - Notary Seal
Clay County - State of Missouri
Commission Number 22675435
My Commission Expires Nov 22, 2026

EXHIBIT "A"
Legal Descriptions and Plan Exhibits



TRACT DESCRIPTION:
COMMENCING AT THE NORTHEAST CORNER OF LOT 2 OF COMMUNITY CENTER AND MIDDLE SCHOOL PLAT RECORDED IN PLAT BOOK B PG 173 IN CLAY COUNTY, MO, THENCE ON THE EAST LINE OF SAID LOT S0°27'08"W, A DISTANCE OF 561.97'; THENCE N89°32'52"W, A DISTANCE OF 625.92', TO THE POINT OF BEGINNING; THENCE S44°53'48W, A DISTANCE OF 15.00'; THENCE N45°06'12"W, A DISTANCE OF 15.00'; THENCE N44°53'48E, A DISTANCE OF 15.00'; THENCE S45°06'12"E, A DISTANCE OF 15.00', TO THE POINT OF BEGINNING.

N

SCALE: 1" = 150'

0 150 300

PLOTTED: Friday, October 10, 2025 @ 09:27AM

P:\PROJECTS\2023\2302010112_LIBERTY_LIBERTY MIDDLE SCHOOL TRACK\04 SURVEY\DOCUMENTS\EASEMENTS\230112-04-BMP EASEMENT EXHIBIT A.DWG

©2025 MKEC ENGINEERING, INC. ALL RIGHTS RESERVED WWW.MKEC.COM THESE DRAWINGS AND THEIR CONTENTS, INCLUDING, BUT NOT LIMITED TO, ALL CONCEPTS, DESIGNS, & IDEAS ARE THE EXCLUSIVE PROPERTY OF MKEC ENGINEERING, INC. (MKEC), AND MAY NOT BE USED OR REPRODUCED IN ANY WAY WITHOUT THE EXPRESS CONSENT OF MKEC.

MKEC
Overland Park, KS • 913.317.9390

BMP & UTILITY EASEMENTS FOR

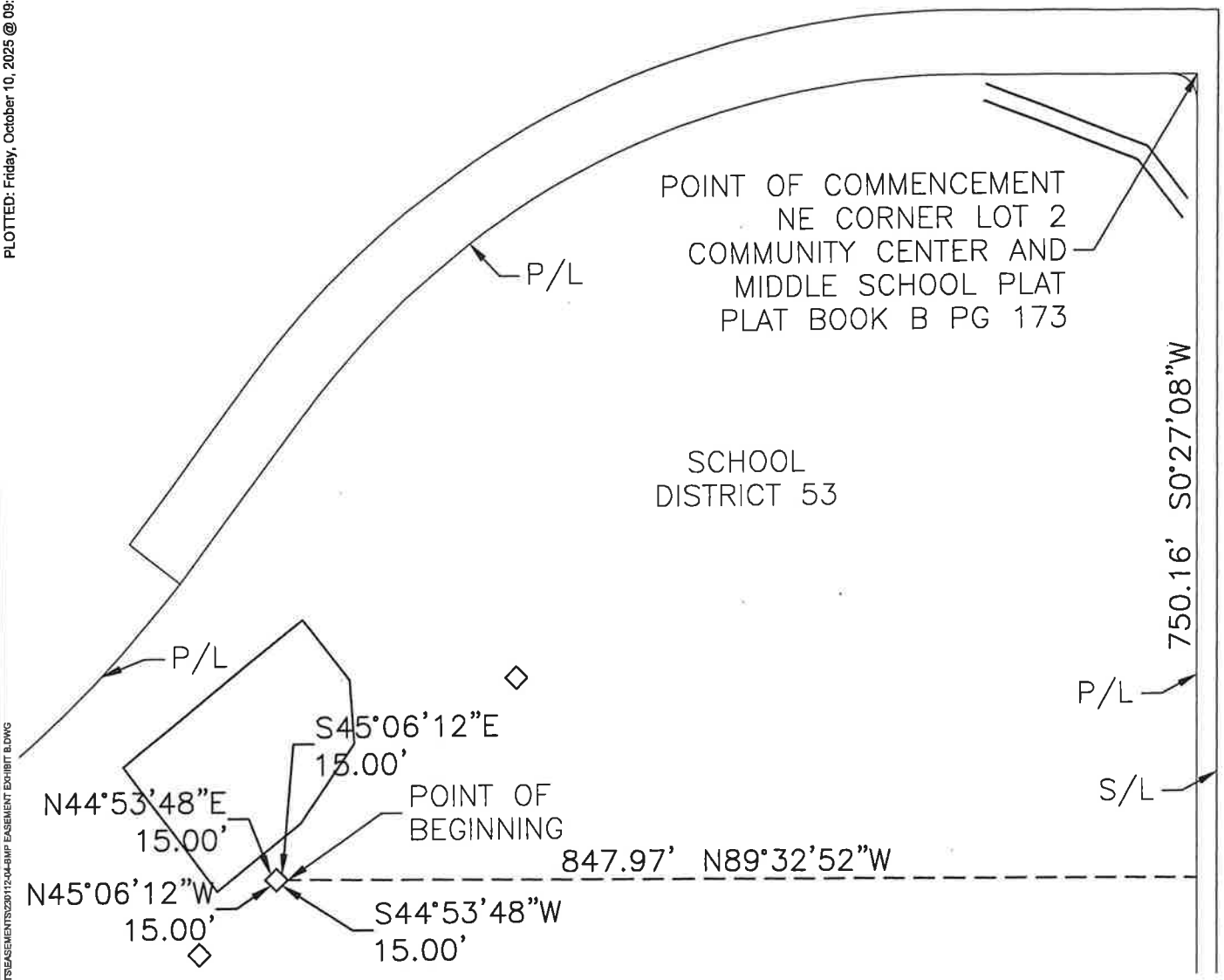
LIBERTY MIDDLE SCHOOL

1500 S WITHERS RD, LIBERTY, MO 64068

BMP EASEMENT
EXHIBIT A

DRAWN BY: CJL	PROJECT NO. 2302010112	SHEET NO.	
DESIGNED BY: CJL	SCALE: 1"=150'	V-101	
APPROVED BY: JWS	DATE: 10.01.2025	1 OF 1	

PLOTTED: Friday, October 10, 2025 @ 09:21AM



TRACT DESCRIPTION:
COMMENCING AT THE NORTHEAST CORNER OF LOT 2 OF COMMUNITY CENTER AND MIDDLE SCHOOL PLAT RECORDED IN PLAT BOOK B PG 173 IN CLAY COUNTY, MO, THENCE ON THE EAST LINE OF SAID LOT S0°27'08"W, A DISTANCE OF 750.16'; THENCE N89°32'52"W, A DISTANCE OF 847.97', TO THE POINT OF BEGINNING; THENCE S44°53'48W, A DISTANCE OF 15.00'; THENCE N45°06'12"W, A DISTANCE OF 15.00'; THENCE N44°53'48E, A DISTANCE OF 15.00'; THENCE S45°06'12"E, A DISTANCE OF 15.00', TO THE POINT OF BEGINNING.

N

SCALE: 1" = 150'

0 150 300

P:\PROJECTS\2023\2302010112_LIBERTY_LIBERTY MIDDLE SCHOOL TRACK\04 SURVEY\DOCUMENTS\EASEMENTS\2302010112-04-BMP EASEMENT EXHIBIT B.DWG

©2025 MKEC ENGINEERING, INC. ALL RIGHTS RESERVED WWW.MKEC.COM THESE DRAWINGS AND THEIR CONTENTS, INCLUDING, BUT NOT LIMITED TO, ALL CONCEPTS, DESIGNS, & IDEAS ARE THE EXCLUSIVE PROPERTY OF MKEC ENGINEERING, INC. (MKEC), AND MAY NOT BE USED OR REPRODUCED IN ANY WAY WITHOUT THE EXPRESS CONSENT OF MKEC.

MKEC
Overland Park, KS • 913.317.9360

BMP & UTILITY EASEMENTS FOR

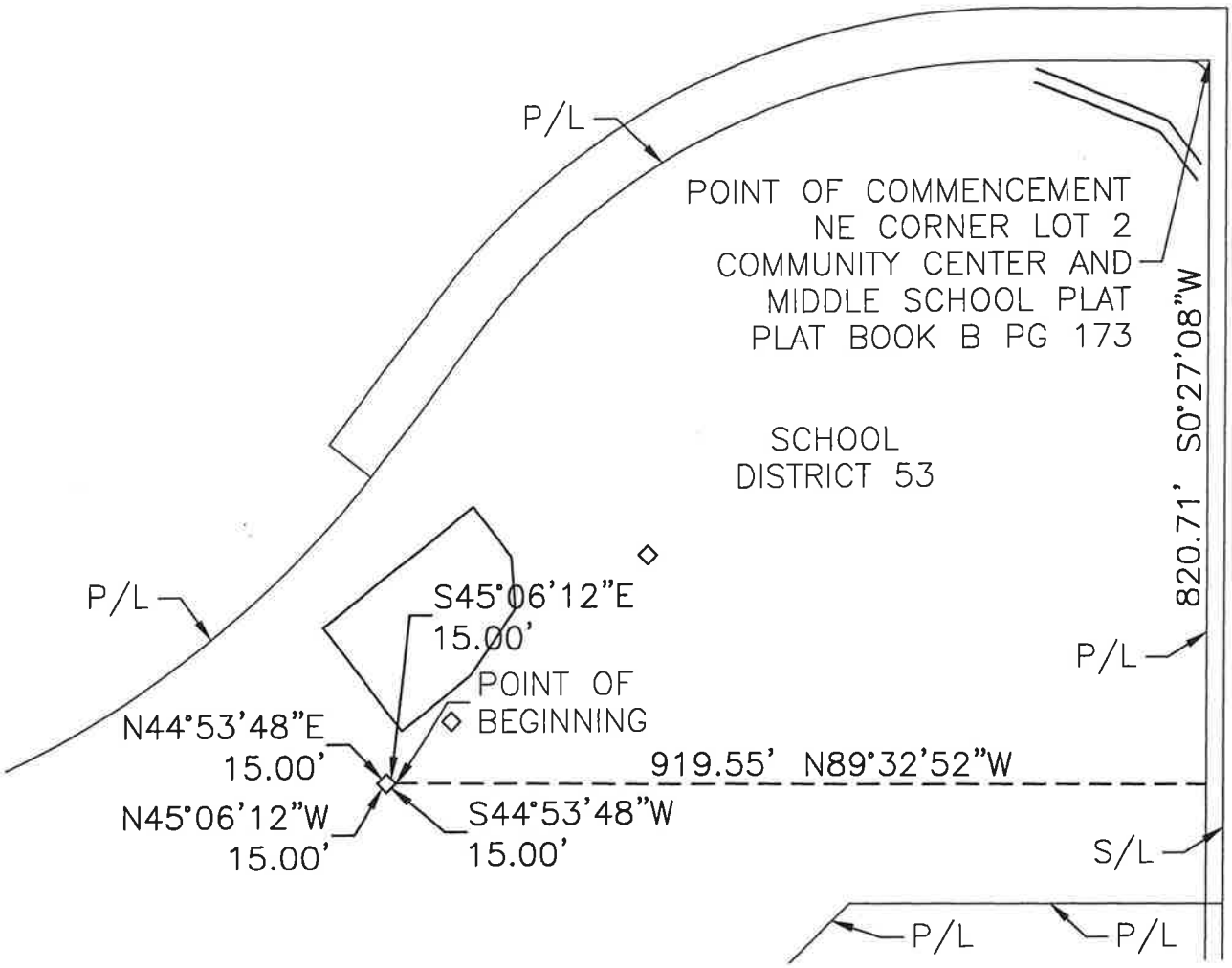
LIBERTY MIDDLE SCHOOL

1500 S WITHERS RD, LIBERTY, MO 64068

BMP EASEMENT
EXHIBIT B

DRAWN BY: CJL	PROJECT NO. 2302010112	SHEET NO.	
DESIGNED BY: CJL	SCALE: 1"=150	V-102	
APPROVED BY: JWS	DATE: 10.01.2025	1 OF 1	

PLOTTED: Friday, October 10, 2025 @ 09:18AM



TRACT DESCRIPTION:
COMMENCING AT THE NORTHEAST CORNER OF LOT 2 OF COMMUNITY CENTER AND MIDDLE SCHOOL PLAT RECORDED IN PLAT BOOK B PG 173 IN CLAY COUNTY, MO, THENCE ON THE EAST LINE OF SAID LOT S0°27'08"W, A DISTANCE OF 820.71'; THENCE N89°32'52"W, A DISTANCE OF 919.55', TO THE POINT OF BEGINNING; THENCE S44°53'48W, A DISTANCE OF 15.00'; THENCE N45°06'12"W, A DISTANCE OF 15.00'; THENCE N44°53'48E, A DISTANCE OF 15.00'; THENCE S45°06'12"E, A DISTANCE OF 15.00', TO THE POINT OF BEGINNING.

N

SCALE: 1" = 200'

0 200 400

P:\PROJECTS\2025\2302010112_LIBERTY_LIBERTY MIDDLE SCHOOL TRACK\04 SURVEY\DOCUMENTS\EASEMENTS\2302010112-04-BMP EASEMENT EXHIBIT C.DWG

©2025 MKEC ENGINEERING, INC. ALL RIGHTS RESERVED WWW.MKEC.COM THESE DRAWINGS AND THEIR CONTENTS, INCLUDING, BUT NOT LIMITED TO, ALL CONCEPTS, DESIGNS, & IDEAS ARE THE EXCLUSIVE PROPERTY OF MKEC ENGINEERING, INC. (MKEC), AND MAY NOT BE USED OR REPRODUCED IN ANY WAY WITHOUT THE EXPRESS CONSENT OF MKEC.

MKEC
Overland Park, KS • 913.317.9390

BMP & UTILITY EASEMENTS FOR

LIBERTY MIDDLE SCHOOL

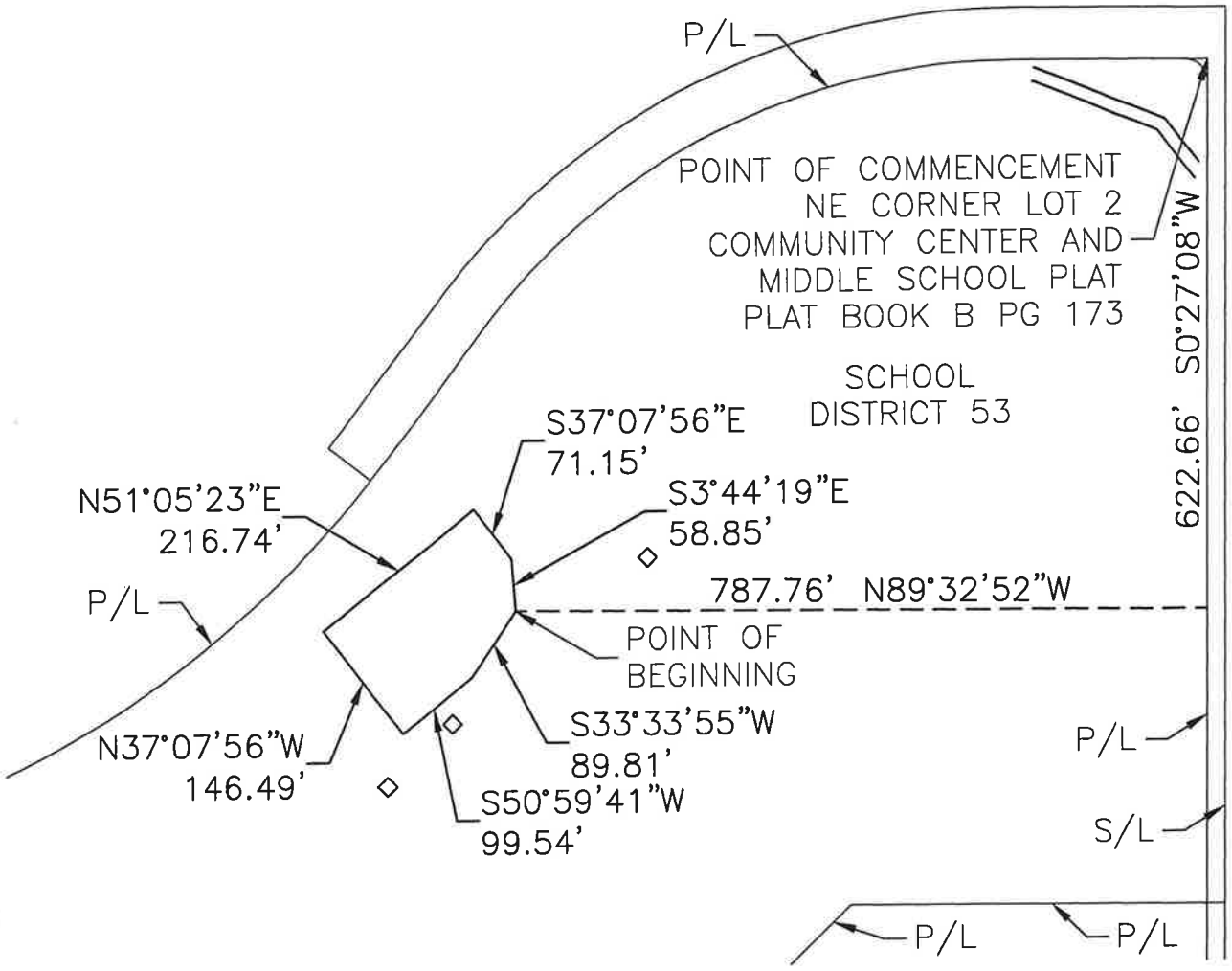
1500 S WITHERS RD, LIBERTY, MO 64068

BMP EASEMENT
EXHIBIT C

DRAWN BY: CJL	PROJECT NO. 2302010112	SHEET NO.	
DESIGNED BY: CJL	SCALE: 1"=200	V-103	
APPROVED BY: JWS	DATE: 10.01.2025	1 OF 1	

PLOTTED: Friday, October 10, 2025 @ 09:15AM

P:\PROJECTS\2023\2302010112_LIBERTY_LIBERTY MIDDLE SCHOOL TRACK\04 SURVEY\DOCUMENTS\EASEMENTS\2302010112-04-BMP EASEMENT EXHIBIT D.DWG



TRACT DESCRIPTION:
COMMENCING AT THE NORTHEAST CORNER OF LOT 2 OF COMMUNITY CENTER AND MIDDLE SCHOOL PLAT RECORDED IN PLAT BOOK B PG 173 IN CLAY COUNTY, MO, THENCE ON THE EAST LINE OF SAID LOT S0°27'08"W, A DISTANCE OF 622.66'; THENCE N89°32'52"W, A DISTANCE OF 787.76', TO THE POINT OF BEGINNING; THENCE S33°33'55W, A DISTANCE OF 89.81'; THENCE S50°59'41"W, A DISTANCE OF 99.54'; THENCE N37°07'56"W, A DISTANCE OF 146.49'; THENCE N51°05'23"E, A DISTANCE OF 216.74'; THENCE S37°07'56"E, A DISTANCE OF 71.15'; THENCE S3°44'19"E, A DISTANCE OF 58.85', TO THE POINT OF BEGINNING.

N

SCALE: 1" = 200'

0 200 400

©2025 MKEC ENGINEERING, INC. ALL RIGHTS RESERVED WWW.MKEC.COM THESE DRAWINGS AND THEIR CONTENTS, INCLUDING, BUT NOT LIMITED TO, ALL CONCEPTS, DESIGNS, & IDEAS ARE THE EXCLUSIVE PROPERTY OF MKEC ENGINEERING, INC. (MKEC), AND MAY NOT BE USED OR REPRODUCED IN ANY WAY WITHOUT THE EXPRESS CONSENT OF MKEC.

MKEC
Overland Park, KS • 913.317.9390

BMP & UTILITY EASEMENTS FOR

LIBERTY MIDDLE SCHOOL

1500 S WITHERS RD, LIBERTY, MO 64068

BMP EASEMENT
EXHIBIT D

DRAWN BY: CJL	PROJECT NO. 2302010112	SHEET NO.	
DESIGNED BY: CJL	SCALE: 1"=200'	V-104	
APPROVED BY: JWS	DATE: 10.10.2025	1 OF 1	

Document No. _____

ORDINANCE NO. _____

AN ORDINANCE ACCEPTING A COVENANT TO MAINTAIN STORM WATER MANAGEMENT SYSTEMS FROM LIBERTY PUBLIC SCHOOL DISTRICT 53, A CORPORATION FOR THE LIBERTY MIDDLE SCHOOL TRACK AND FIELD IMPROVEMENT PROJECT

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 accepts from Liberty Public School District – School District 53, a Corporation a covenant to maintain storm water management systems. A copy of said covenant is attached hereto and made a part hereof as though more fully set out herein.

SECTION II

The City Council of the City of Liberty, Clay County, Missouri, hereby directs said covenant to be filed with this ordinance after being recorded with the Office of the Recorder of Deeds of Clay County, Missouri.

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

COVENANT TO MAINTAIN STORM WATER MANAGEMENT SYSTEMS

THIS COVENANT made and entered into this 20th day of January, 2026, by and between Liberty, Missouri, a special chartered Municipal corporation (**City/Grantee**), and of LIBERTY PUBLIC SCHOOL DISTRICT – SCHOOL DISTRICT 53, a CORPORATION, **(Owner/Grantor).**

WHEREAS, Owner has an interest in certain real estate generally located at Liberty Middle School – 1500 S Withers, Liberty MO 64068 in Liberty, of Clay County, Missouri, **(Property)** more specifically described in four separate legal descriptions shown in Exhibit "A" attached hereto and incorporated herein by reference; and

WHEREAS, the improvement proposed by Owner on the Property warrant storm water controls and require preservation and maintenance of storm water management facilities, located on the Property, in order to ensure continuous and perpetual operation and effectiveness in controlling storm water runoff rates, volumes, and quality; and

WHEREAS, the City and Owner agree that it is in the public interest to install the storm water management system for the benefit of the Property and surrounding areas; and

WHEREAS, the provisions for the maintenance of the storm water management system is necessary to serve the development;

NOW, THEREFORE, Owner and City, for and in consideration of the benefits to themselves, their assigns and future grantees do hereby agree as follows:

Sec. 1. Owner at its sole cost shall:

a. Be responsible for the perpetual preservation, maintenance, repair and replacement, if necessary of the storm water management system and appurtenances (Facilities) located on of the Property. Storm water facilities shall be maintained in accordance with the maintenance schedule attached as Exhibit "B". Exhibit B is to be signed and sealed by the Engineer whom has designed the storm water facility. A separate maintenance schedule shall be provided for each differing type of Storm water facility. In those instances where a Storm Water Facility consists of proprietary

technology the manufacturers recommended maintenance requirements shall be added as an attachment to that Storm Water Facilities Exhibit "B".

i. Upon final completion of each Storm Water Facility the Engineer of Record or competent third-party Engineer shall perform an inspection of the Storm Water Facility to validate that its constructed state meets and fulfills the requirements of the design.
ii. The person or Association with maintenance responsibility shall request a formal inspection from the office of the City Engineer, City of Liberty 2 years from the date of acceptance of this covenant.
iii. The person or Association with maintenance responsibility must evaluate the maintenance plan for effectiveness at least annually and revise as necessary.
iv. A detailed, written log of all preventative and corrective maintenance performed at the storm water management measure must be kept, including a record of all inspections and copies of maintenance-related work orders.
v. The person or Association with maintenance responsibility must retain and, upon request, make available the maintenance plan and associated logs and other records for review by the City.

b. Maintain the pipes, structures, grounds, and appurtenances for the Facilities located on the Property per the maintenance schedule as attached to this covenant.
c. Keep the pipes, structures and appurtenances open and free of silt and vegetation.
d. Keep the pipes, structures and appurtenances in good working condition or replace same if necessary.
e. Mow the grass area within the Property for the facility.
f. Maintain the grades within the Property for the facility pursuant to the approved plan on file with the Planning & Development Department.
g. Obtain all necessary improvement and repair permits prior to performing any work on the Facilities.

Sec. 2. City is granted the right, but is not obligated to enter upon the Property in order to maintain the Facilities including the pipes, structures, grounds, and appurtenances if Owner fails to maintain same. In the event that the City does provide maintenance for the facilities, then City may:

a. Charge the costs for such maintenance against Owner, and/or the owner of the Property served by the Facility;
b. Assess a lien on the Property served by the Facility;
c. Maintain suit against Owner, and/or the owner of the Property served by the Facility for all cost incurred by the City for such maintenance.

Unless necessitated by a threat to life and/or safety, City shall notify Owner and/or the then-current owners of the Property not less than thirty (30) days before it begins maintenance of the Facilities.

Sec. 3. Owner and/or the owner of the Property shall not use, nor attempt to use, in any manner which would interfere with the operation of the Facilities, in such manner as would interfere with the proper, safe, and continuous maintenance and use thereof, and, in particular, shall not build, thereon or thereover, any structure which may interfere, or cause to interfere, with the maintenance and use thereof.

Sec. 4. This covenant shall run with the land legally described in Exhibit "A." Owner, its successors, assigns and transferees shall remain liable under the terms of this Covenant.

Sec. 5. Notices. All notices required by this Covenant shall be in writing sent by regular United States mail, postage prepaid, commercial overnight courier or facsimile and addressed as hereinafter specified. Each party shall have the right to specify that notice be addressed to any other address by giving the other party ten (10) days notice thereof. Unless a party to this Agreement has given ten (10) days notice of a change of person and address for purposes of notice under this Agreement to the other party in writing, notices shall be directed to the following:

Notices to the City:
Director of Public Works
City Hall, 101 East Kansas Street
Liberty, Missouri 64068

Notices to Owner shall be addressed to:
LIBERTY PUBLIC SCHOOL DISTRICT
CORPORATION
8 VICTORY LANE, LIBERTY, MO 64068
STEVEN ANDERSON
816.736-5333 / STEVEN.ANDERSON@LPS53.ORG

Sec. 6. This Agreement shall not be amended, modified, canceled or abrogated without the prior written consent of the City.

Sec. 7. Invalidation of any part or parts of this Covenant by judgment or other court action shall in no way affect any of the other provisions, which shall remain in full force and effect.

Sec. 8. This Agreement shall be construed and enforced in accordance with the laws of the State of Missouri.

Sec. 9. Upon the effective date of this Covenant, the City shall file this Covenant in the Office for recording real estate documents in Clay County, Missouri, and shall be binding on Owner, its successors, assigns and transferees.

Sec. 10. Owner shall jointly and severally release, hold harmless, indemnify and defend City and its agents, officers and employees from any and all responsibility, liability, loss, damage or expense resulting to Owner or to any person or property caused by or incidental as to the design, function, construction, maintenance or failure to maintain the storm water management system.

ATTESTATION BY CITY CLERK:

LIBERTY, MISSOURI

_____
City Clerk

By: _____
Director of Public Works

STATE OF MISSOURI)
) SS
COUNTY OF_____)

BE IT REMEMBERED that on this_____day of_____, 2_____, before me, the undersigned, a notary public in and for the county and state aforesaid, came _____, Director of Public Works, of Liberty, Missouri, a corporation duly organized, incorporated and existing under and by virtue of the laws of the State of Missouri, and_____, _____of Liberty, Missouri, who are personally known to me to be the same persons who executed, as officials, the within instrument on behalf of Liberty, Missouri, and such persons duly acknowledge the execution of the same to be the act and deed of said Liberty, Missouri.

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

_____
Notary Public

My Commission Expires:_____

OWNER
LIBERTY PUBLIC SCHOOL DISTRICT
CORPORATION
8 VICTORY LANE, LIBERTY, MO 64068
STEVEN ANDERSON
816.736.5333
STEVEN.ANDERSON@LPS53.ORG

I hereby certify that I have authority to execute this document on behalf of Owner.
By: _____

Title: Chief Operations Officer

Date: January 20, 2026

Check one:
( ) Sole Proprietor
( ) Partnership
(X) Corporation
( ) Limited Liability Company (LLC)

Attach corporate seal if applicable

STATE OF Missouri)
) SS
COUNTY OF Clay)

BE IT REMEMBERED, that on the 20th day of January, 2026, before me, the undersigned notary public in and for the county and state aforesaid, came Steven Anderson, to me personally known, who being by me duly sworn did say that he/she/they is/are the Chief Operations Officer of Liberty Public School District, and that said instrument was signed on behalf of said Corporation by authority of its School Board and acknowledged said instrument to be the free act and deed of said Corporation.

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

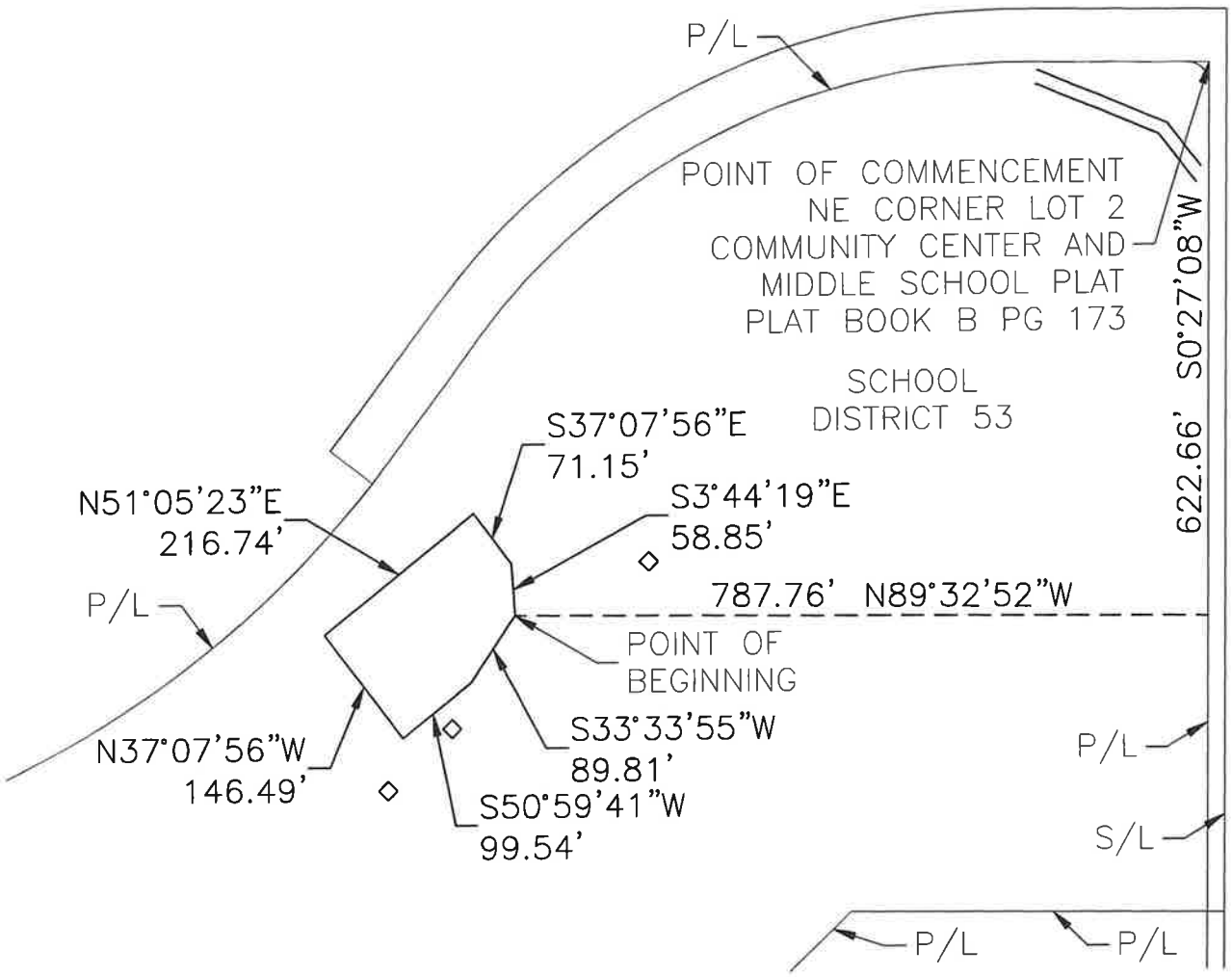
_____
Notary Public

My commission expires: November 22, 2026

NICOLE J. TRESTER
Notary Public - Notary Seal
Clay County - State of Missouri
Commission Number 22675435
My Commission Expires Nov 22, 2026

EXHIBIT "A"
Legal Descriptions and Plan Exhibits

PLOTTED: Friday, October 10, 2025 @ 09:15AM



TRACT DESCRIPTION:
COMMENCING AT THE NORTHEAST CORNER OF LOT 2 OF COMMUNITY CENTER AND MIDDLE SCHOOL PLAT RECORDED IN PLAT BOOK B PG 173 IN CLAY COUNTY, MO, THENCE ON THE EAST LINE OF SAID LOT S0°27'08"W, A DISTANCE OF 622.66'; THENCE N89°32'52"W, A DISTANCE OF 787.76', TO THE POINT OF BEGINNING; THENCE S33°33'55W, A DISTANCE OF 89.81'; THENCE S50°59'41"W, A DISTANCE OF 99.54'; THENCE N37°07'56"W, A DISTANCE OF 146.49'; THENCE N51°05'23"E, A DISTANCE OF 216.74'; THENCE S37°07'56"E, A DISTANCE OF 71.15'; THENCE S3°44'19"E, A DISTANCE OF 58.85', TO THE POINT OF BEGINNING.

N

SCALE: 1" = 200'

0 200 400

P:\PROJECTS\2023\2302010112_LIBERTY_LIBERTY MIDDLE SCHOOL TRACK\04 SURVEY\DOCUMENTS\EASEMENTS\2302010112-04-BMP EASEMENT EXHIBIT D.DWG

©2025 MKEC ENGINEERING, INC. ALL RIGHTS RESERVED WWW.MKEC.COM THESE DRAWINGS AND THEIR CONTENTS, INCLUDING, BUT NOT LIMITED TO, ALL CONCEPTS, DESIGNS, IDEAS ARE THE EXCLUSIVE PROPERTY OF MKEC ENGINEERING, INC. (MKEC), AND MAY NOT BE USED OR REPRODUCED BY ANY WAY WITHOUT THE EXPRESS CONSENT OF MKEC

MKEC
Overland Park, KS • 913.317.9390

BMP & UTILITY EASEMENTS FOR

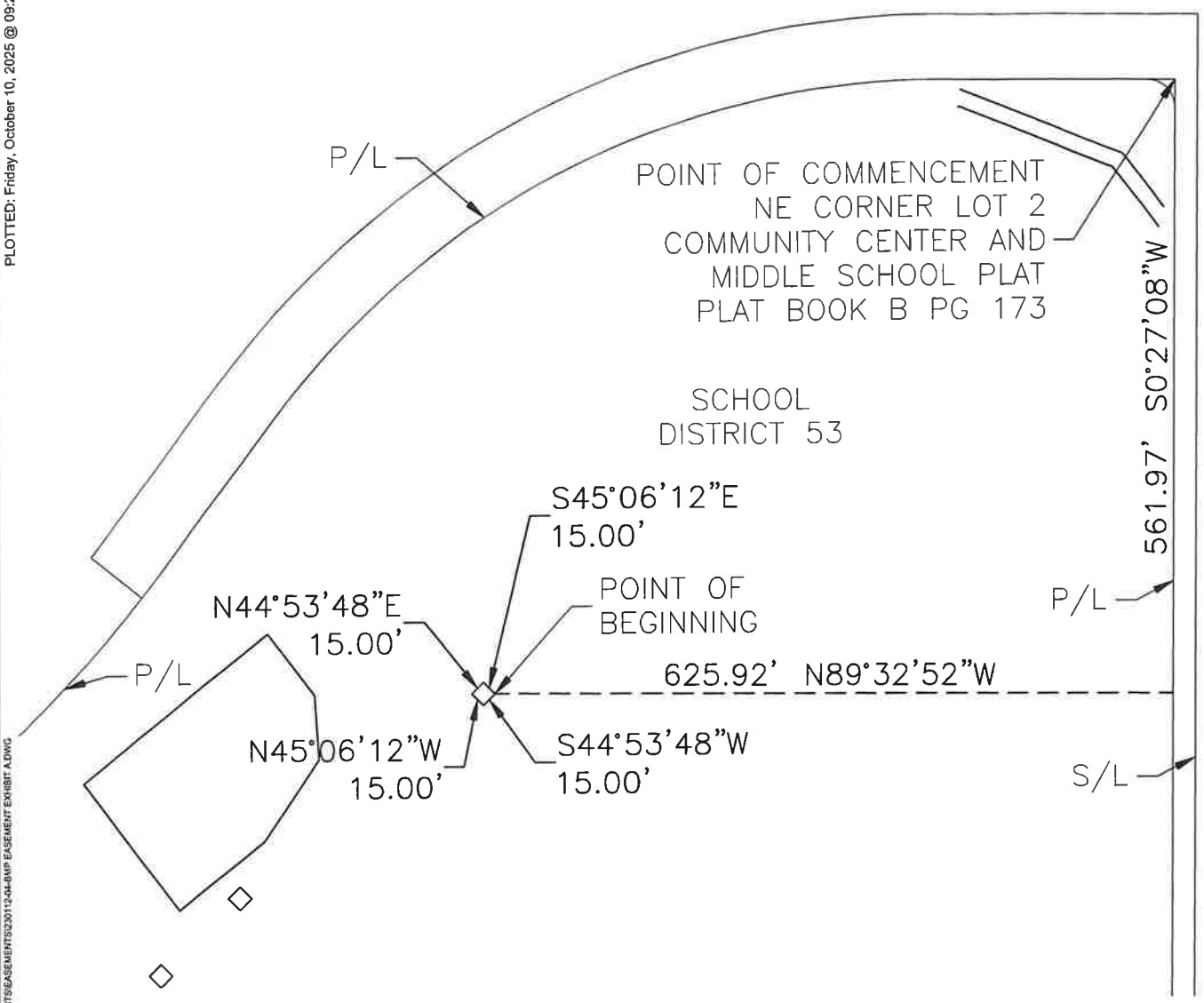
LIBERTY MIDDLE SCHOOL

1500 S WITHERS RD, LIBERTY, MO 64068

BMP EASEMENT
EXHIBIT D

DRAWN BY:	CJL	PROJECT NO	2302010112	SHEET NO.	V-104
DESIGNED BY:	CJL	SCALE	1"=200'		
APPROVED BY:	JWS	DATE	10.10.2025		1 OF 1

PLOTTED: Friday, October 10, 2025 @ 09:27AM



TRACT DESCRIPTION:
COMMENCING AT THE NORTHEAST CORNER OF LOT 2 OF COMMUNITY CENTER AND MIDDLE SCHOOL PLAT RECORDED IN PLAT BOOK B PG 173 IN CLAY COUNTY, MO, THENCE ON THE EAST LINE OF SAID LOT S0°27'08"W, A DISTANCE OF 561.97'; THENCE N89°32'52"W, A DISTANCE OF 625.92', TO THE POINT OF BEGINNING; THENCE S44°53'48W, A DISTANCE OF 15.00'; THENCE N45°06'12"W, A DISTANCE OF 15.00'; THENCE N44°53'48E, A DISTANCE OF 15.00'; THENCE S45°06'12"E, A DISTANCE OF 15.00', TO THE POINT OF BEGINNING.

N

SCALE: 1" = 150'

0 150 300

©2025 MKEC ENGINEERING, INC. ALL RIGHTS RESERVED WWW.MKEC.COM THESE DRAWINGS AND THEIR CONTENTS, INCLUDING, BUT NOT LIMITED TO, ALL CONCEPTS, DESIGNS, & IDEAS ARE THE EXCLUSIVE PROPERTY OF MKEC ENGINEERING, INC. (MKEC), AND MAY NOT BE USED OR REPRODUCED IN ANY WAY WITHOUT THE EXPRESS CONSENT OF MKEC

P:\PROJECTS\2023\2302010112_LIBERTY_LIBERTY MIDDLE SCHOOL TRACK\04-SURVEY\DOCUMENTS\EASEMENTS\230112-04-BMP EASEMENT EXHIBIT A.DWG

MKEC
Overland Park, KS • 913.317.9360

BMP & UTILITY EASEMENTS FOR

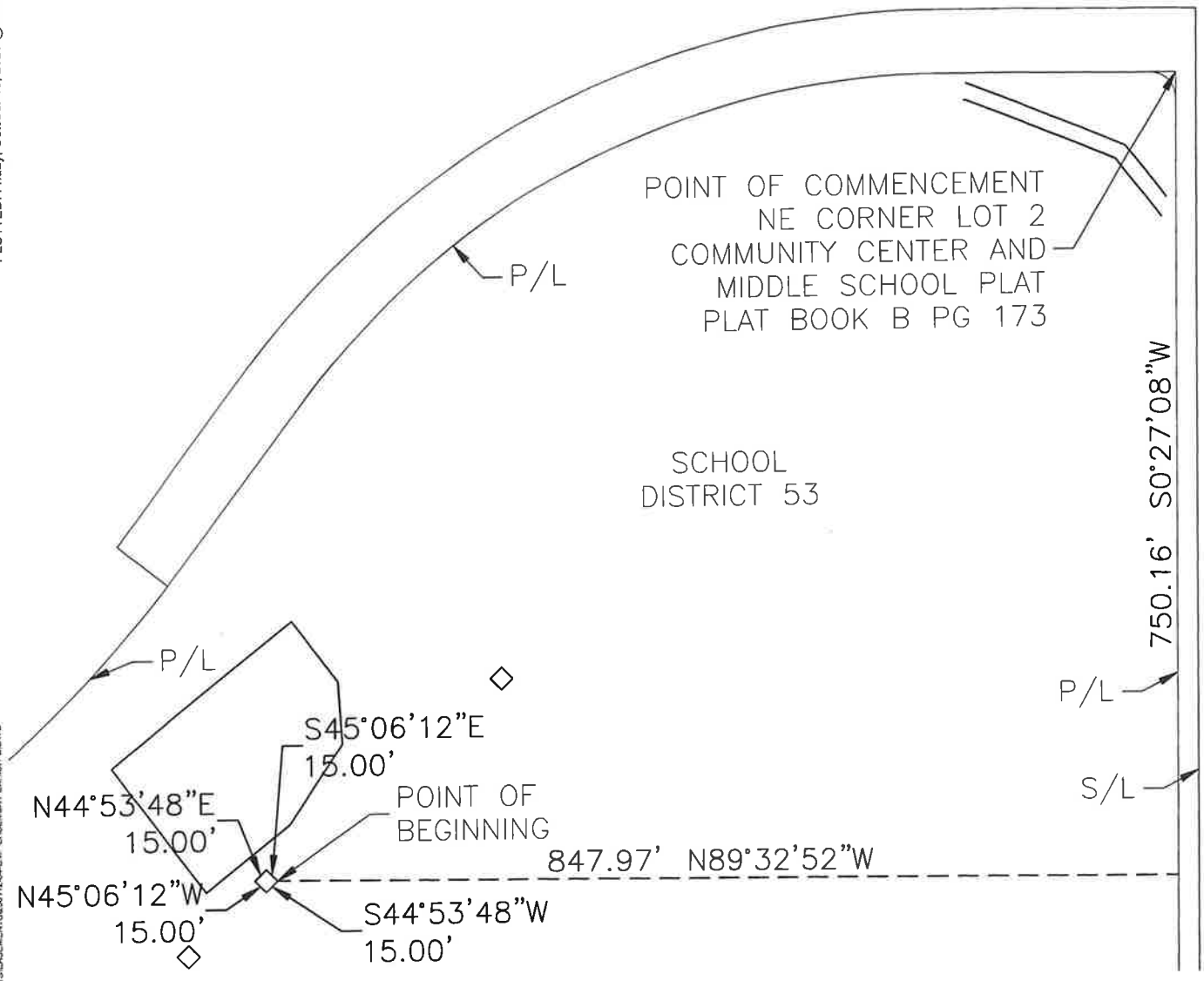
LIBERTY MIDDLE SCHOOL

1500 S WITHERS RD, LIBERTY, MO 64068

BMP EASEMENT
EXHIBIT A

DRAWN BY: CJL	PROJECT NO.: 2302010112	SHEET NO.	
DESIGNED BY: CJL	SCALE: 1"=150'	V-101	
APPROVED BY: JWS	DATE: 10.01.2025	1 OF 1	

PLOTTED: Friday, October 10, 2025 @ 09:21AM



TRACT DESCRIPTION:
COMMENCING AT THE NORTHEAST CORNER OF LOT 2 OF COMMUNITY CENTER AND MIDDLE SCHOOL PLAT RECORDED IN PLAT BOOK B PG 173 IN CLAY COUNTY, MO, THENCE ON THE EAST LINE OF SAID LOT S0°27'08"W, A DISTANCE OF 750.16'; THENCE N89°32'52"W, A DISTANCE OF 847.97', TO THE POINT OF BEGINNING; THENCE S44°53'48W, A DISTANCE OF 15.00'; THENCE N45°06'12"W, A DISTANCE OF 15.00'; THENCE N44°53'48E, A DISTANCE OF 15.00'; THENCE S45°06'12"E, A DISTANCE OF 15.00', TO THE POINT OF BEGINNING.

N

SCALE: 1" = 150'

0 150 300

P:\PROJECTS\2023\2302010112_LIBERTY_LIBERTY MIDDLE SCHOOL TRACK\04 SURVEY\DOCUMENTS\EASEMENTS\2302010112-04-BMP EASEMENT EXHIBIT B.DWG

©2025 MKEC ENGINEERING, INC. ALL RIGHTS RESERVED WWW.MKEC.COM THESE DRAWINGS AND THEIR CONTENTS, INCLUDING, BUT NOT LIMITED TO, ALL CONCEPTS, DESIGNS, & IDEAS ARE THE EXCLUSIVE PROPERTY OF MKEC ENGINEERING, INC. (MKEC), AND MAY NOT BE USED OR REPRODUCED IN ANY WAY WITHOUT THE EXPRESS CONSENT OF MKEC.

MKEC
Overland Park, KS • 913.317.9390

BMP & UTILITY EASEMENTS FOR

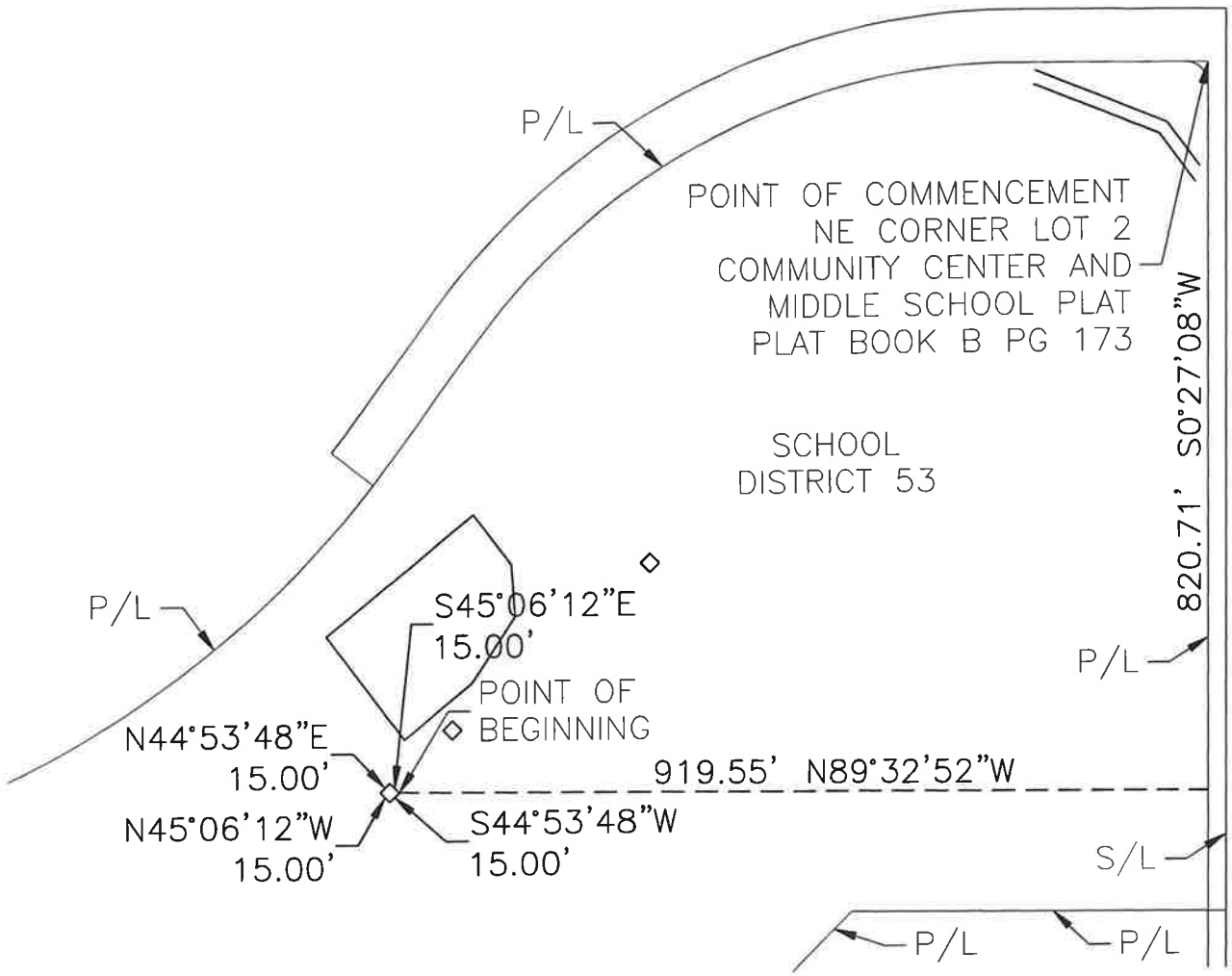
LIBERTY MIDDLE SCHOOL

1500 S WITHERS RD, LIBERTY, MO 64068

BMP EASEMENT
EXHIBIT B

DRAWN BY: CJL	PROJECT NO: 2302010112	SHEET NO.	
DESIGNED BY: CJL	SCALE: 1"=150	V-102	
APPROVED BY: JWS	DATE: 10.01.2025	1 OF 1	

PLOTTED: Friday, October 10, 2025 @ 09:18AM



TRACT DESCRIPTION:
COMMENCING AT THE NORTHEAST CORNER OF LOT 2 OF COMMUNITY CENTER AND MIDDLE SCHOOL PLAT RECORDED IN PLAT BOOK B PG 173 IN CLAY COUNTY, MO, THENCE ON THE EAST LINE OF SAID LOT S0°27'08"W, A DISTANCE OF 820.71'; THENCE N89°32'52"W, A DISTANCE OF 919.55', TO THE POINT OF BEGINNING; THENCE S44°53'48W, A DISTANCE OF 15.00'; THENCE N45°06'12"W, A DISTANCE OF 15.00'; THENCE N44°53'48E, A DISTANCE OF 15.00'; THENCE S45°06'12"E, A DISTANCE OF 15.00', TO THE POINT OF BEGINNING.

N

SCALE: 1" = 200'

0 200 400

©2025 MKEC ENGINEERING, INC. ALL RIGHTS RESERVED WWW.MKEC.COM THESE DRAWINGS AND THEIR CONTENTS, INCLUDING, BUT NOT LIMITED TO, ALL CONCEPTS, DESIGNS, & IDEAS ARE THE EXCLUSIVE PROPERTY OF MKEC ENGINEERING, INC. (MKEC), AND MAY NOT BE USED OR REPRODUCED IN ANY WAY WITHOUT THE EXPRESS CONSENT OF MKEC

P:\PROJECTS\2023\2302010112_LIBERTY_LIBERTY MIDDLE SCHOOL TRACK\04 SURVEY\DOCUMENTS\EASEMENTS\2302010112-04-BMP EASEMENT EXHIBIT C.DWG

MKEC
Overland Park, KS • 913.317.9390

BMP & UTILITY EASEMENTS FOR

LIBERTY MIDDLE SCHOOL

1500 S WITHERS RD, LIBERTY, MO 64068

BMP EASEMENT
EXHIBIT C

DRAWN BY: CJL	PROJECT NO.: 2302010112	SHEET NO.: V-103
DESIGNED BY: CJL	SCALE: 1"=200	
APPROVED BY: JWS	DATE: 10.01.2025	1 OF 1

"EXHIBIT "B"

Maintenance Schedule

Storm Water Detention Facility Maintenance Information:

The proposed storm water detention facility bottom and side slopes shall be covered and established with natural turf grass. The facility is not designed to have native plantings, trees, and/or any other plantings outside of the natural turf grass.

Maintenance (in no particular order):

1. To Include mowing & trimming. Mow turf at 3" on a weekly basis or as necessary to not exceed 6". Bag or rake clippings if "clumping" occurs.
2. To include lawn and chemical treatment to include preemergent, broadleaf and pest control treatments (as necessary but may not be required) to maintain a healthy green lawn free of weeds.
3. The facility shall be inspected following major storms and on a regular basis schedule. Any trash or debris should be removed as soon as it is found. Regularly removing trash and debris will maintain aesthetics of the facility. All trash and debris shall be disposed of properly.
4. Review and inspect vegetation within the detention facility on a regular basis during the spring and summer months. Inspection should be conducted to determine identify weeds, trees, and invasive species.

Best Management Products
The Storm Water Quality Experts

Maintenance Considerations for SNOUT® Stormwater Quality Systems

Background:

The SNOUT system from Best Management Products, Inc. (BMP, Inc.) is based on a vented hood that can reduce floatable trash and debris, free oils, and other solids from stormwater discharges. In its most basic application, a SNOUT hood is installed over the outlet pipe of a catch basin or other stormwater quality structure with a deep sump (see Installation Drawing). The SNOUT forms a baffle that traps floatable debris and free oils on the surface, while permitting heavier solids and sediment to sink to the bottom of the sump. The clarified intermediate layer is forced out of the structure through the open bottom of the SNOUT by displacement from incoming flow. The resultant discharge contains considerably less unsightly trash and other gross pollutants, and can also offer reductions of free-oils and finer solids. To increase pollutant removal capabilities of the SNOUT system, various accessories are available. The most popular options include: the Bio-Skirt® for higher hydrocarbon capture and retention, the Stainless TrashScreen™ for Full Trash Capture and the Turbo Plate® for turbulence reduction and higher sediment capture.

Maintenance Recommendations:

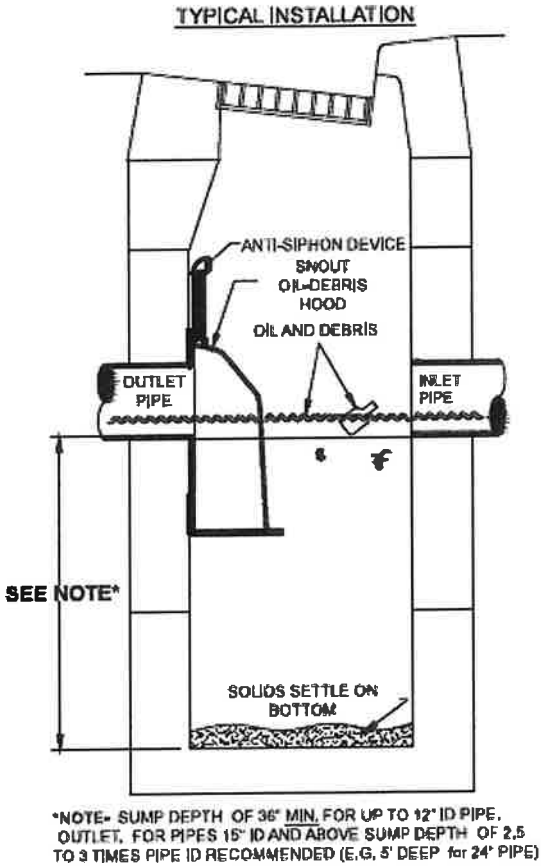
- Monthly monitoring for the first year of a new installation after the site has been stabilized is a recommended practice.
- Measurements should be taken after each rain event of .5 inches or more, or monthly, as determined by local weather conditions.
- Checking sediment depth and noting the surface pollutants in the structure will be helpful in planning maintenance.
- The pollutants collected in SNOUT equipped structures will consist of floatable debris and oils on the surface of the captured water, and grit and sediment on the bottom of the structure.
- It is best to schedule maintenance based on the solids collected in the sump.
- Optimally, the structure should be cleaned when the sump is half full (e.g. when 2 feet of material collects in a 4 foot sump, clean it out).
- Structures should also be cleaned if a spill or other incident causes a larger than normal accumulation of pollutants in a structure.
- Maintenance is best done with a vacuum truck.
- If Bio-Skirts are being used in the structure to enhance hydrocarbon capture, they should be checked on a monthly basis for the first year, and serviced or replaced when more than 2/3 of the boom is submerged, indicating a nearly saturated state. Assuming a typical pollutant-loading environment exists, Bio-Skirts should be serviced* annually or replaced as necessary.
- In the case of an oil spill, the structure should be checked and serviced and

Bio-Skirts (if present) replaced or serviced immediately.

- All collected wastes must be handled and disposed of according to local environmental requirements.
- To maintain the SNOUT hoods, an annual inspection of the anti-siphon vent and access hatch are recommended. A simple flushing of the vent, or a gentle rodding with a flexible wire are all that's typically needed to maintain the anti-siphon properties. Opening and closing the access hatch once a year ensures a lifetime of trouble-free service.

*To extend the service life of a Bio-Skirt, the unit may be "wrung out" to remove oils and washed in an industrial washing machine with warm water. The Bio-Skirt may then be re-deployed if the material maintains it's structural integrity. A maintained Bio-Skirt can last for several years. Each Bio-Skirt can hold about on gallon of oils.

SNOUT INSTALLATION:



BIO-SKIRT INSTALLATION:

FlexStorm® Inlet Filter Operation & Maintenance Guide

Installation Instructions

1. Remove grate from the inlet.
2. Clean debris from the ledges of the inlet.
3. Place the inlet filter onto the load bearing ledges of the structure.
4. Replace the grate and confirm it's not elevated more than 1/8" (3.2 mm).

Frequency of Inspections

1. Inspection should occur following rain events >½". (> 12.5 mm)
2. Temporary use filters should be monitored accordingly to current site runoff conditions.
3. Permanent use filter inspections to occur a minimum of 3 times per year and in snowfall affected regions, inspections prior to and after snowfall season.
4. Industrial application site inspections (loading ramps, wash racks & maintenance facilities) to be scheduled on a recurring basis no less than 4 times per year or as needed.

Maintenance Guidelines

1. Empty the filter bag manually or by industrial vacuum taking care not to damage the geotextile bag when more than half filled or during scheduled inspection period.
2. Remove compacted silt from sediment bag and flush with medium spray.
3. Permanent filter "PCP" style bags should be pressed or wrung to recover retained oils.
4. ADS oil skimmer pouches solidify and darken when saturated, indicating time for replacement.
5. Dispose of all oil contaminated products and recovered oils in accordance with EPA guidelines. ADS oil skimmer pouches, since a solidifier, will not leach & can be disposed of directly.
6. Inspect and replace bag if torn or punctured.

Sediment Bag Replacement

1. Remove the bag by loosening or cutting off clamping band.
2. Take the new correctly sized sediment bag and secure hose clamping band to the frame channel as previously removed.
3. Ensure bag is secure and there is no slack around perimeter.

Operation & Maintenance Log

Inlet ID: _____

Date	Task Performed	Initials

Document No. _____

RESOLUTION NO._____

A RESOLUTION ACCEPTING PUBLIC STORM SEWER IMPROVEMENTS FROM LIBERTY PUBLIC SHOOL DISTRICT 53, A CORPORATION FOR THE LIBERTY MIDDLE SCHOOL TRACK AND FIELD IMPROVEMENT PROJECT

WHEREAS, the project has been completed by Newkirk Novak Construction Partners, 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 Middle School Soccer Field Improvement Project (PWKS-04-25-00001);

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

_____
MAYOR, Greg Canuteson

ATTEST:

_____
DEPUTY CITY CLERK

The City of Liberty missouri

MEMORANDUM

To: Mayor and City Council
From: Katherine Sharp, Director of Planning & Development
Date: March 23, 2026
Subject: Multifamily Design Criteria

Following the City Council Study Session on February 2 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.

The proposed amendments would 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.

Staff will be prepared to present the standards outlined below at the meeting in March 23. If directed to proceed, these changes will be heard at public hearings before the Planning and Zoning Commission on April 14, 2026, and the City Council on April 27, 2026.

Current Code:

Sec. 30-59.3. District PD, design principles.

Buildings and sites shall be designed and constructed in accordance with the following principles:

Planned residential developments should be designed in a manner that will produce more usable open space, better recreational opportunities and safer and more attractive neighborhoods than conventional zoning and development techniques.

Proposed Changes:

Sec. 30-59.3. District PD, design principles.

Buildings and sites shall be designed and constructed in accordance with the following principles:

Design and Development Standards for Planned Residential Developments.

1. **Architectural Standards**.

(a) Buildings shall have visible and welcoming entries and active ground-floor frontages oriented toward streets and common areas. Each primary unit entry shall include architectural emphasis such as a portico, canopy or covered porch. Porches are encouraged for lower-density projects.

(b) Buildings shall incorporate varied rooflines and façade articulation and shall avoid repetitive stock plans.

(c) Exterior materials:

(1) Clay brick, natural stone, cast stone, architectural precast concrete or true stucco (non-synthetic), shall cover at least 70% of the front façade of each building exclusive of doors and windows;
(2) On side or rear elevations facing single-family residential uses or arterial/collector streets, 50% of the materials listed in Sec. 30-59.3c (1) must be used;
(3) Wood or fiber-cement siding may be permitted as secondary materials;
(4) Chimneys shall be constructed of masonry materials such as clay brick, natural stone veneer, full-dimension stone, cast stone, limestone, fieldstone, sandstone or granite;
(5) Masonry materials shall have a minimum thickness of two (2) inches, excluding mortar joints.
(6) EIFS may be used on upper stories on rear elevations not visible from public rights of way or adjacent single-family developments; and
(7) Vinyl, panelized plywood siding (T1-11 panel siding), exposed concrete block, and metal siding is prohibited;

(d) Façades shall not contain more than thirty (30) feet of continuous blank wall without architectural features or material changes.

(1) Changes in material shall occur at logical architectural transitions (corners, offsets, or floor breaks);
(2) Faux material transitions that occur mid-wall without architectural relief are prohibited; and
(3) Masonry shall wrap a minimum of 24 inches around corners.

(e) Building Massing:

(1) No building façade shall exceed sixty (60) feet in horizontal length without a façade offset.
(2) Required offsets shall:
(a) Be a minimum depth of four (4) feet;

(b) Extend a minimum of eight (8) feet along the façade; and
(c) Continue through the full height of the building.

(3) Offsets shall create the appearance of separate building masses rather than a single continuous wall plane.

(f) Single-House Scale Multifamily: Buildings containing three or fewer dwelling units which are designed to resemble a single-family detached dwelling in scale, massing, and architectural character may be exempt from the Architectural Standards listed above. The building shall incorporate residential roof forms, a single dominant front entry with porch, façade articulation consistent with surrounding single-family homes, and shall meet the following standards:

(1) The structure shall not exceed 50 feet in width along the front façade;

(2) Façades wider than forty (40) feet shall incorporate offsets or projections to reduce the perceived building mass. Offsets shall:

(a) Be a minimum depth of 4 feet;
(b) Extend a minimum of 8 feet; and
(c) Continue through the full height of the building.

(3) Façades shall not contain more than twenty (20) feet of continuous blank wall without windows, doors, or architectural features.

(4) The structure shall feature one primary front entrance facing the street. Additional unit entrances shall be located on the side, rear, or recessed within a shared porch;

(5) Buildings shall incorporate pitched residential roof forms such as: gable roofs, hip roofs or cross-gable roofs;

(6) Windows and doors on street-facing façades shall include muntins, divided lights, or other articulation to break up large panes of glass and reinforce residential architectural character**.**

(7) Buildings shall incorporate residential architectural elements such as: front porches, dormers, bay windows, roof overhangs, material changes, and façade offsets. These elements shall create the appearance of a large single-family home**.**

(8) Exterior materials shall consist of durable residential materials, including: clay brick, natural stone, cast stone, fiber cement siding, wood siding, architectural cast concrete and wood products. Vinyl siding, T-111 panel siding and similar sheet panel materials, and metal shall be prohibited.

(9) All buildings shall include a durable base material (brick, stone) extending a minimum of 24 inches above grade.

(10) Chimneys shall be constructed of masonry materials such as clay brick, natural stone veneer, full-dimension stone, cast stone, limestone, fieldstone, sandstone or granite; and

(11) Masonry materials shall have a minimum thickness of two (2) inches, excluding mortar joints.

(12) Landscaping shall meet or exceed the requirements set forth in Section 30-59.3(3)f.

2. **Site Design, Building Orientation, and Connectivity.**

(a) The primary entrance of each principal building shall face and be clearly visible from the street.

(b) Sites shall provide direct pedestrian connections between buildings, public sidewalks, trails, and neighborhood amenities.

(c) All garages, attached or detached, and accessory structures shall be located in the rear yard. Driveways and parking pads shall be in the rear or side yard only.

(d) All trash, recycling, and organic waste containers shall be located behind or to the side of the principal building and fully screened from public view using masonry walls and/or dense evergreen landscaping.

3. **Open Space, Landscaping, and Buffers**

(a) A minimum of 30 percent (30 %) of the total site area shall be maintained as open space, greenway, or permeable surfaces.

(b) Open space shall be distributed throughout the site and accessible to residents.

(c) Buffers shall be provided at transitions between dissimilar land uses consistent with City Code Section 30-97.5 (1), regarding buffering.

(d) Preservation of existing tree lines and natural features along property edges shall be provided where feasible.

(e) A minimum ten-foot landscape buffer shall be provided between the property line and any parking lot or drive aisle. Individual driveways for buildings with three or fewer units shall have a minimum four-foot landscape buffer provided between the property line and any parking lot or driveway.

(f) Landscaping requirements for buildings with **three or fewer units** should reinforce a residential character rather than a commercial appearance, including:

(1) One (1) tree shall be provided within the front yard of each unit;
(2) One (1) tree shall be provided for each two (2) parking spaces within the rear or side yard;
(3) Street trees shall be provided along street frontages at intervals not exceeding forty (40) feet on center in the planting strip;
(4) A foundation planting bed, extending at least three (3) feet from the building shall be installed along all street-facing facades and at all building entrances.

(5) Foundation beds shall be planted along the entire length of the façade and contain shrubs, ornamental grasses, perennials, or similar live plant materials.
(6) Planting beds shall include groundcover, decorative pebble, or mulch (gravel shall not be considered decorative pebble);
(7) All required landscaping shall be permanently maintained and replaced as needed; and
(8) All landscaping stock and regulations shall meet the minimum requirements outlined in Section 30.97.4.

(g) Landscaping requirements for multifamily projects with buildings **greater than tri-plex** in size:
(1) One tree shall be planted for every 3,000 square feet of building.
(2) A minimum of one tree per 40 linear feet of street frontage shall be provided.
(3) A foundation planting bed extending from the base of the building at least 5 feet shall be installed along all street-facing facades.
(4) Foundation beds shall be planted along the entire length of the façade and contain shrubs, ornamental grasses, perennials, or similar live plant materials.
(5) Primary building entrances shall be accented by a landscaped area at least ten (10) feet in depth, measured from the building foundation to the entrance walk. Such area shall be planted with shrubs, grasses, perennials, groundcover, and/or ornamental trees. The required landscaping shall extend continuously along the entrance area and shall visually define the path to the entrance.
(6) Parking lots with more than 10 spaces shall include landscaped islands with one canopy tree per 8 parking spaces.
(7) All required landscaping shall be permanently maintained and replaced as needed.
(8) Planting beds shall include groundcover, decorative pebble, or mulch (gravel shall not be considered decorative pebble); and
(9) All landscaping stock and regulations shall meet the minimum requirements outlined in Section 30.97.4.

(h) Outdoor Space.
(1) Developments shall provide usable common outdoor areas such as courtyards, shared greens, or rooftop terraces.
(2) Each dwelling unit shall have functional private outdoor space (porch, balcony, patio, or deck) with a minimum depth of six (6) feet.

(4) **Neighborhood Compatibility.**

(a) Multifamily buildings shall be compatible with existing neighborhood character, scale, and land-use patterns.
(2b) Where a Planned Residential Development abuts single-family residential

properties:

(1) Building height, massing, and rooflines shall step down toward shared property lines;
(2) Increased setbacks, landscaping, and screening shall be provided to protect privacy and minimize impacts;
(3) Architectural elements shall be compatible with adjacent homes;
(4) Directed, low-level lighting that reduces light spillage, and a maximum pole height of twelve (12) feet to minimize light visibility on adjoining properties shall be used; and
(5) Access points and service areas shall minimize disruptions to adjacent residential properties.

Sec. 30-17. Definitions

Active Ground-Floor Frontage.
The portion of a building façade at ground level that includes features such as primary entrances, windows, porches, stoops, patios, or other architectural elements designed to engage pedestrians and provide visual interaction between the building interior and the public realm.

Architectural Feature.
Exterior building elements intentionally designed to provide visual interest, articulation, or variation in a building façade. Architectural features break up large wall surfaces and contribute to the overall architectural character of the structure. Architectural features may include, but are not limited to: windows, doors, balconies, patios, dormers, architectural banding, changes in material, recesses or projections in the wall plane, columns or pilasters. Utility boxes, vents, or mechanical equipment shall not be considered an architectural feature.

Blank Wall.
A continuous exterior wall plane lacking windows, doors, architectural articulation, or substantial material changes.

Functional Private Outdoor Space.
An outdoor area directly accessible from a dwelling unit, including a porch, balcony, patio, or deck, that is intended for the exclusive use of the occupants of that unit and has a minimum clear depth of six (6) feet.

Multifamily Dwelling: A building or group of buildings containing two (2) or more attached dwelling units, these may be horizontally connected or vertically stacked.

Open Space.
Land area within a development that is permanently reserved for common or individual use and is not occupied by buildings, driveways, or parking areas, except for approved

pedestrian facilities, recreational amenities, stormwater features designed as amenities, or similar improvements.

Permeable Surface.
A surface material that allows infiltration of stormwater into the ground, including permeable pavement systems, reinforced turf, porous pavers, or other materials approved by the City Engineer.

Primary Entrance.
The main pedestrian entrance to a principal building that is clearly identifiable through architectural emphasis and is oriented toward a public street or common open space.

Street-Facing Façade.
Any exterior wall of a building that faces a public street right-of-way.

Usable Common Outdoor Space.
Outdoor areas designed and improved for active or passive recreation by residents, including courtyards, shared greens, rooftop terraces, or similar spaces, excluding required setbacks, buffer areas, and stormwater facilities not designed for recreational use.