# CITY OF GRAIN VALLEY BOARD OF ALDERMEN
# REGULAR MEETING AGENDA

## MARCH 8, 2021
## 7:00 P.M.

**OPEN TO THE PUBLIC VIA DIAL IN CONFERENCE CALL LINE**
**DIAL IN (312) 626-6799 | MEETING ID 841 1019 8204 | ACCESS CODE 209760**

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**ITEM I: CALL TO ORDER**
- Mayor Chuck Johnston

**ITEM II: ROLL CALL**
- City Clerk Jamie Logan

**ITEM III: APPROVAL OF AGENDA**
- City Administrator Ken Murphy

**ITEM IV: PROCLAMATIONS**
- None

**ITEM V: CONSENT AGENDA**
- February 22, 2021 – Board of Aldermen Regular Meeting Minutes
- March 8, 2021 – Accounts Payable

**ITEM VI: PREVIOUS BUSINESS**
- None

**ITEM VII: NEW BUSINESS**
- None

**ITEM VIII: PRESENTATIONS**
- Future Fire Station #6 Ballot Issue – Jeff Grote
- Grain Valley Fair Food Truck Fridays – Mike Todd & Tasha Lindsey

**ITEM IX: PUBLIC HEARING**
- None

**ITEM X: RESOLUTIONS**

**ITEM X (A)** R21-19 *Introduced by Alderman Tom Cleaver*

**A Resolution by the Board of Aldermen of the City of Grain Valley, Authorizing the City Administrator to Execute an Agreement with Superior Bowen Asphalt Co. for the 2021 Pavement Maintenance Program**

To provide an edge mill and asphalt overlay to streets identified in the CIP Plan, 2020 Pavement Management Analysis Report and 2021 Budget

**ITEM X (B)** R21-20 *Introduced by Alderman Bob Headley*

**A Resolution by the Board of Aldermen of the City of Grain Valley, Missouri Authorizing the City Administrator to Enter into an Agreement with Quality Custom Construction for Concrete Services**

To complete the 2021 concrete repairs and replacements in conjunction with the pavement maintenance asphalt overlay program

**ITEM X (C)** R21-21 *Introduced by Alderman Rick Knox*

**A Resolution by the Board of Aldermen of the City of Grain Valley Authorizing the City Administrator to Sign an Agreement with the Blue Springs, Missouri Police Department for Confinement of Prisoners at the Blue Springs Police Department Detention Unit**

To provide detention services for persons arrested on municipal, state, and felony charges by the Grain Valley Police Department, pending release or bond

**ITEM XI: ORDINANCES**

**ITEM XI (A)** B21-05 1ST READ *Introduced by Alderman Rick Knox*

**An Ordinance Amending Traffic Code Schedule II Stop Intersections of the City of Grain Valley Municipal Code**

To add existing stop sign locations to the Code of Ordinances

**ITEM XII: CITY ATTORNEY REPORT**

- City Attorney

**ITEM XIII: CITY ADMINISTRATOR & STAFF REPORTS**

- City Administrator Ken Murphy
- Deputy City Administrator Theresa Osenbaugh
- Chief of Police James Beale
- Finance Director Steven Craig
- Parks & Recreation Director Shannon Davies
- Community Development Director Mark Trosen
- City Clerk Jamie Logan

**ITEM XIV: BOARD OF ALDERMEN REPORTS & COMMENTS**

- Alderman Shea Bass
- Alderman Tom Cleaver

- Alderman Bob Headley
- Alderman Rick Knox
- Alderman Jayci Stratton
- Alderman Nancy Totton

**ITEM XV: MAYOR REPORT**

- Mayor Chuck Johnston

**ITEM XVI: EXECUTIVE SESSION**

- Legal Actions, Causes of Action of Litigation Pursuant to Section 610.021(1), RSMo. 1998, as Amended
- Leasing, Purchase or Sale of Real Estate Pursuant to Section 610.021(2), RSMo. 1998, as Amended
- Hiring, Firing, Disciplining or Promoting of Employees (personnel issues), Pursuant to Section 610.021(3), RSMo. 1998, as Amended
- Sealed bids and related documents, until the bids are opened; and sealed proposals and related documents to a negotiated contract until a contract is executed, or all proposals are rejected, Pursuant to Section 610.021(12), RSMo. 1998, as Amended
- Individually Identifiable Personnel Records, Personnel Records, Performance Ratings or Records Pertaining to Employees or Applicants for Employment, Pursuant to Section 610.021(13), RSMo 1998, as Amended.

**ITEM XVII: ADJOURNMENT**

**PLEASE NOTE**

THE NEXT SCHEDULED MEETING OF THE GRAIN VALLEY BOARD OF ALDERMEN IS A REGULAR MEETING ON MARCH 22, 2021 AT 7:00 P.M. THE MEETING WILL BE IN THE COUNCIL CHAMBERS OF THE GRAIN VALLEY CITY HALL.*

PERSONS REQUIRING AN ACCOMMODATION TO PARTICIPATE IN THE MEETING SHOULD CONTACT THE CITY CLERK AT 816.847.6211 AT LEAST 48 HOURS BEFORE THE MEETING

THE CITY OF GRAIN VALLEY IS INTERESTED IN EFFECTIVE COMMUNICATION FOR ALL PERSONS

UPON REQUEST, THE MINUTES FROM THIS MEETING CAN BE MADE AVAILABLE BY CALLING 816.847.6211

*PLEASE NOTE DUE TO COVID-19, THE MEETING MAY TAKE PLACE VIA VIDEO CONFERENCE USING ZOOM MEETING SOFTWARE. THE MEETING FORMAT WILL BE POSTED AT LEAST 24 HOURS IN ADVANCE OF THE MEETING TO CITYOFGRAINVALLEY.ORG & ON THE NOTICE BOARD OUTSIDE OF CITY HALL.

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# *Consent Agenda*

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**ITEM I: CALL TO ORDER**

- The Board of Aldermen of the City of Grain Valley, Missouri, met in Regular Session on February 22, 2021 at 7:00 p.m. via video conference of the elected officials as a result of the COVID-19 pandemic
- The meeting was called to order by Mayor Johnston

**ITEM II: ROLL CALL**

- City Clerk Jamie Logan called roll
- *Present: Bass, Cleaver, Headley, Knox, Stratton, Totton*
- *Absent:*

**-QUORUM PRESENT-**

**ITEM III: APPROVAL OF AGENDA**

- No Changes

**ITEM IV: PROCLAMATIONS**

- None

**ITEM V: CONSENT AGENDA**

- February 8, 2021 – Board of Aldermen Regular Meeting Minutes
- February 22, 2021 – Accounts Payable
- *Alderman Headley made a Motion to Accept the Consent Agenda*
- *The Motion was Seconded by Alderman Stratton*
    - Mayor Johnston asked for clarification on the accounts payable for $458,000 for OOIDA; is this for the taxes that were in dispute; Finance Director Craig confirmed those were 2019/2020 taxes being paid by OOIDA for their property and this was sent on to Jackson County for disbursement; Mayor asked if completely resolved now; Mr. Craig said it has been recorded by Jackson County, but believes there is one item the bond council is working on and would need to get an update from the bond council
- *Motion to Approve the Consent Agenda was voted on with the following voice vote:*
    - *Aye: Bass, Cleaver, Headley, Knox, Stratton, Totton*
    - *Nay: None*
    - *Abstain: None*

**-MOTION APPROVED: 6-0-**

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**ITEM VI: PREVIOUS BUSINESS**

- None

**ITEM VII: NEW BUSINESS**

- None

**ITEM VIII: PRESENTATIONS**

- None

**ITEM IX: PUBLIC HEARING**

- None

**ITEM X: RESOLUTIONS**

**Resolution No. R21-14:** A Resolution by the Board of Aldermen of the City of Grain Valley Authorizing the City Administrator to Purchase a Coldplaner Attachment for Road Maintenance and Repair

- *Alderman Headley moved to approve Resolution No. R21-14*
- *The Motion was Seconded by Alderman Totton*
    - This is an item that was budgeted for last fall to help with road repairs and asphalt repairs; the old one lasted longer than expected; Alderman Knox if the old one was being kept; Mr. Trosen said they would surplus the old one; this will be done through the Purple Wave auction
- *Resolution No. R21-14 was voted upon with the following voice vote:*
    - *Aye: Bass, Cleaver, Headley, Knox, Stratton, Totton*
    - *Nay: None*
    - *Abstain: None*

**-Resolution No. R21-14 Approved: 6-0-**

**Resolution No. R21-15:** A Resolution by the Board of Aldermen of the City of Grain Valley Authorizing the City Administrator to Execute Task Agreement No. 2 with Lamp Rynearson for Engineering Design of the Old 40 Water Main Replacement

- *Alderman Knox moved to approve Resolution No. R21-15*
- *The Motion was Seconded by Alderman Headley*
    - Mr. Trosen stated this is to hire our on-call engineering firm to do the design work



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for the replacement of a water main (Main Street to Sni-A-Bar Creek along 40 highway) that has had several water main breaks alone in the last two years (at least 6) causing a lot of issues and the design and construction is budgeted for the year
    - Alderman Knox requested clarification of the location
    - Mayor Johnston asked if this was the area of the break over the weekend; yes it was
- *Resolution No. R21-15 was voted upon with the following voice vote:*
    - *Aye: Bass, Cleaver, Headley, Knox, Stratton, Totton*
    - *Nay: None*
    - *Abstain: None*

**-Resolution No. R21-15 Approved: 6-0-**

**Resolution No. R21-16:** A Resolution by the Board of Aldermen of the City of Grain Valley Authorizing the City Administrator to Purchase a Ten-Foot Stainless Steel Salt Spreader for use by Public Works to Maintain Clear Roadways

- *Alderman Stratton moved to approve Resolution No. R21-16*
- *The Motion was Seconded by Alderman Bass*
    - This was a budgeted item to replace a salt spreader and it is at its replacement cycle
- *Resolution No. R21-16 was voted upon with the following voice vote:*
    - *Aye: Bass, Cleaver, Headley, Knox, Stratton, Totton*
    - *Nay: None*
    - *Abstain: None*

**-Resolution No. R21-16 Approved: 6-0-**

**Resolution No. R21-17:** A Resolution by the Board of Aldermen of the City of Grain Valley to Enter into a Lease Agreement Amendment with the Grain Valley Assistance Council

- *Alderman Totton moved to approve Resolution No. R21-17*
- *The Motion was Seconded by Alderman Knox*
    - The agreement hasn't changed with GVAC, but this will require that they have personal property insurance; the rest of the terms of the agreement will stay the same
    - Mayor Johnston asked if renter's insurance was carried on the building; the shell



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of the building is covered by the City of Grain Valley as the owner and this would require them to cover the contents of the property
    - Alderman Knox asked if this covers liability on the property; Ms. Osenbaugh stated this agreement has been reviewed by the City's legal firm and this was the only suggestion they had on the agreement; Mayor stated he saw in the original agreement that they were required to carry liability insurance; Mr. Lauber says he does believe that is correct but did not have that agreement in front of him
- *Resolution No. R21-17 was voted upon with the following voice vote:*
    - *Aye: Bass, Cleaver, Headley, Knox, Stratton, Totton*
    - *Nay: None*
    - *Abstain: None*

**-Resolution No. R21-17 Approved: 6-0-**

**Resolution No. R21-18:** A Resolution by the Board of Aldermen of the City of Grain Valley Establishing the Need to Amend the 2021 Budget

- *Alderman Bass moved to approve Resolution No. R21-18*
- *The Motion was Seconded by Alderman Headley*
    - When a calendar year has been completed, there are items/projects that will roll over to the next calendar year; this is the budget adjustment to move the funds allocated the prior year to those items/projects to the current year for purchases or payments of those items
- *Resolution No. R21-18 was voted upon with the following voice vote:*
    - *Aye: Bass, Cleaver, Headley, Knox, Stratton, Totton*
    - *Nay: None*
    - *Abstain: None*

**-Resolution No. R21-18 Approved: 6-0-**

**ITEM XI: ORDINANCES**

**Bill No. B21-02:** An Ordinance Approving a Conditional Use Permit for a Vehicle Tow Yard

**Bill No. B21-02** was read by City Clerk Jamie Logan for the second reading by title only

- *Alderman Bass moved to accept the second reading of Bill Number B21-02 and approve it as Ordinance #2538*



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- *The Motion was Seconded by Alderman Knox*
    - Alderman Totton asked where the tow lot was; this is Kustom Cruzers
- *Motion to accept the second reading of Bill No. B21-02 and approve it as Ordinance number #2538 was voted on by roll call vote:*
    - *Aye: Bass, Headley, Knox, Stratton, Totton*
    - *Nay: Cleaver*
    - *Abstain: None*

**-Bill No. B21-02 BECAME ORDINANCE #2538: 5-1-**

**Bill No. B21-03:** An Ordinance Amending the Conditional Use Permit Approved in Ordinance 2448 for the Eagle Convenient Storage, LLC

**Bill No. B21-03** was read by City Clerk Jamie Logan for the second reading by title only

- *Alderman Cleaver moved to accept the second reading of Bill Number B21-03 and approve it as Ordinance #2539*
- *The Motion was Seconded by Alderman Totton*
    - Alderman Bass had reservations after the last meeting and reached out to Mr. Risinger and a couple of other people prior to this meeting to continue discussions; One of the concerns was in relation to similar change requests being made in the past and the City had not approved those requests; Alderman Bass couldn't see a clear difference in this request and prior requests from other citizens regarding using metal tin building material near a roadway and it has been denied in the past; he asked Mr. Risinger to look into stucco as an option and stuccoing the entire wall vs. brick on the bottom and metal on the top; he would like the board to consider the option to change the wall to all stucco vs. half and half
- *Alderman Bass made a motion to amend condition number 3 in the ordinance to allow buildings 9 &10 to have all stucco finish on the exterior walls*
- *The Motion was seconded by Alderman Knox*
    - *Alderman Cleaver clarified the walls would be all stucco and no brick finish and asked if this concurs with staff recommendation; Mr. Murphy gave a brief summary of the last meeting's discussion; Mr. Trosen stated the past recommendation would mean no change to the original CUP and the construction would be the same as Phase I construction; this was changed by the plan commission for item number 3*
- *Motion to Amend condition number 3 in the ordinance to allow buildings 9 & 10 to have*



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*stucco finish on the exterior walls for Bill No. B21-03 was voted upon with the following voice vote:*

- *Aye: Bass, Cleaver, Headley, Knox, Stratton, Totton*
- *Nay: None*
- *Abstain: None*

- *Alderman Totton asked how these changes will affect the owner; Mr. Risinger asked if it was just the walls facing South Eagles Parkway; Mayor Johnston said the spaces that would have been rock and steel are now stucco*
- *Voted again on the motion to Amend condition number 3 in the ordinance to allow buildings 9 & 10 to have stucco finish on the exterior walls for Bill No. B21-03 was voted upon with the following voice vote:*
  - *Aye: Bass, Cleaver, Headley, Knox, Stratton, Totton*
  - *Nay: None*
  - *Abstain: None*

**-Motion to Amend Bill No. B21-03: 6-0-**

- *Motion to accept the second reading of Bill No. B21-03 as amended and approve it as Ordinance number #2539 was voted on by roll call vote:*
  - *Aye: Bass, Cleaver, Headley, Knox, Stratton, Totton*
  - *Nay: None*
  - *Abstain: None*

**-Bill No. B21-03 BECAME ORDINANCE #2539: 6-0-**

**Bill No. B21-04:** An Ordinance by the Board of Aldermen of the City of Grain Valley, Missouri Authorizing the City Administrator to Amend the 2021 Budget to Allocate funding from General Fund, Park Fund and Water/Sewer/Transportation Fund Reserves for the Completion of 2020 Capital Projects

City Clerk Jamie Logan read **Bill No. B21-04** for its first reading by title only

- *Alderman Headley moved to accept the first reading of Bill No. B21-04 bringing it back for a second reading by title only*
- *The Motion was Seconded by Alderman Totton*
  - First amendment brought up in the resolution; F550 Dumptruck for Public Works that has been on back order since Feb 2020, trail projects not completed, Incode



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upgrades not in place, board chamber audio/visual; this would take the funds from last year and move forward; asking for two reads to allow for payment to happen as projects are completed

- *Bill No. B21-04 was voted upon with the following voice vote:*
  - *Aye: Bass, Cleaver, Headley, Knox, Stratton, Totton*
  - *Nay: None*
  - *Abstain: None*

**-Motion Approved 6-0-**

Mayor asked if any objection to a send reading at this meeting; no opposition

**Bill No. B21-04:** An Ordinance by the Board of Aldermen of the City of Grain Valley, Missouri Authorizing the City Administrator to Amend the 2021 Budget to Allocate funding from General Fund, Park Fund and Water/Sewer/Transportation Fund Reserves for the Completion of 2020 Capital Projects

**Bill No. B21-04** was read by City Clerk Jamie Logan for the second reading by title only

- *Alderman Headley moved to accept the second reading of Bill Number B21-04 and approve it as Ordinance #2540*
- *The Motion was Seconded by Alderman Totton*
  - No Discussion
- *Motion to accept the second reading of Bill No. B21-04 and approve it as Ordinance number #2540 was voted on by roll call vote:*
  - *Aye: Bass, Cleaver, Headley, Knox, Stratton, Totton*
  - *Nay: None*
  - *Abstain: None*

**-Bill No. B21-04 BECAME ORDINANCE #2540: 6-0-**

**ITEM XII: CITY ATTORNEY REPORT**

- None

**ITEM XIII: CITY ADMINISTRATOR & STAFF REPORTS**

- City Administrator Ken Murphy
  - None
- Deputy City Administrator Theresa Osenbaugh
  - The Strategic Plan outlined increased citizen communication; the first quarterly



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newsletter to citizens will be going out this Wednesday; encouraging people to sign up by going to our website; Mayor Johnston asked if this would be on the water bills, but she would look into it
    - Alderman Knox asked if this could go out to those without email; this has not been discussed as far as cost or if they want to pursue paper copies
    - Alderman Totton is asking for a copy of the newsletter/information on how to sign up; this will be in *City View*
- Chief James Beale
    - None
- Finance Director Steven Craig
    - None
- Parks & Recreation Director Shannon Davies
    - None
- Community Development Director Mark Trosen
    - None
- City Clerk Jamie Logan
    - None

**ITEM XIV: BOARD OF ALDERMEN REPORTS & COMMENTS**

- Alderman Shea Bass
    - None
- Alderman Tom Cleaver
    - Congratulations to all the people with work anniversaries: Theresa Osenbaugh, Chief Beale, Shannon Davies and Bill Welsh
- Alderman Bob Headley
    - Thanked the public works and police department that worked out in the brutal cold and their efforts were appreciated
- Alderman Rick Knox
    - Would like to thank the city people for their longevity and cold weather crews
- Alderman Jayci Stratton
    - Thanked all as well
- Alderman Nancy Totton
    - She believes the City Staff are the best and thanks for all the long hours and hard work and congrats to Shannon on the longevity

**ITEM XV: MAYOR REPORT**

- Mayor Chuck Johnston
    - Thanks to all the Public Works crew for above and beyond work and congrats to

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those with anniversaries

**ITEM XVI: EXECUTIVE SESSION**

- None

**ITEM XX: ADJOURNMENT**

- The meeting adjourned at 7:39 P.M.

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Minutes submitted by:

_____ _____

Jamie Logan
City Clerk

Date

Minutes approved by:

_____ _____

Chuck Johnston
Mayor

Date

| ELECTED OFFICIALS PRESENT | ELECTED OFFICIALS ABSENT | STAFF OFFICIALS PRESENT |
|---|---|---|
| Mayor Chuck Johnston | | City Administrator Ken Murphy |
| Alderman Shea Bass | | Deputy City Administrator Theresa Osenbaugh |
| Alderman Tom Cleaver | | Chief James Beale |
| Alderman Bob Headley | | Finance Director Steven Craig |
| Alderman Rick Knox | | Parks and Recreation Director Shannon Davies |
| Alderman Jayci Stratton | | City Clerk Jamie Logan |
| Alderman Nancy Totton | | City Attorney Joe Lauber |

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| DEPARTMENT | FUND | VENDOR NAME | DESCRIPTION | AMOUNT |
|---|---|---|---|---|
| NON-DEPARTMENTAL | GENERAL FUND | KCMO CITY TREASURER | KC EARNINGS TAX WH | 50.12 |
| | | MO DEPT OF REVENUE | MISSOURI WITHHOLDING | 2,725.97 |
| | | FRATERNAL ORDER OF POLICE | EMPLOYEE DEDUCTIONS | 273.00 |
| | | HAMPEL OIL INC | CJC FUEL | 285.70 |
| | | AFLAC | AFLAC AFTER TAX | 126.59 |
| | | | AFLAC CRITICAL CARE | 24.96 |
| | | | AFLAC PRETAX | 280.99 |
| | | | AFLAC-W2 DD PRETAX | 200.23 |
| | | MIDWEST PUBLIC RISK | DENTAL | 171.20 |
| | | | OPEN ACCESS | 131.95 |
| | | | OPEN ACCESS | 476.00 |
| | | | OPEN ACCESS | 212.52 |
| | | | HSA | 365.05 |
| | | | HSA | 1,507.68 |
| | | | HSA | 20.85 |
| | | | VISION | 16.00 |
| | | | VISION | 39.20 |
| | | | VISION | 126.50 |
| | | | VISION | 14.34 |
| | | HSA BANK | HSA - GRAIN VALLEY, MO | 344.38 |
| | | | HSA - GRAIN VALLEY, MO | 433.85 |
| | | | ELGIN HSA | 75.00 |
| | | THE LINCOLN NATIONAL LIFE INSURANCE CO | MAR 2021 DISABILITY | 329.98 |
| | | CITY OF GRAIN VALLEY -FLEX | FLEX - DEPENDENT CARE | 213.70 |
| | | | FLEX PLAN | 25.00 |
| | | ICMA RC | ICMA 457 % | 591.94 |
| | | | ICMA 457 | 285.21 |
| | | | ICMA ROTH IRA | 53.74 |
| | | INTERNAL REVENUE SERVICE | FEDERAL WH | 7,793.55 |
| | | | SOCIAL SECURITY | 4,927.44 |
| | | | MEDICARE | 1,152.42 |
| | | | TOTAL: | 23,275.06 |
| HR/CITY CLERK | GENERAL FUND | MISSOURI LAGERS | MONTHLY CONTRIBUTIONS | 180.50 |
| | | WALMART COMMUNITY | FRAME | 16.59 |
| | | WAGEWORKS | FEB 2021 MONTHLY FEES | 68.00 |
| | | STANDARD INSURANCE CO | MAR 21 STANDARD LIFE INSUR | 12.00 |
| | | MIDWEST PUBLIC RISK | DENTAL | 34.90 |
| | | | HSA | 246.35 |
| | | | HSA | 324.02 |
| | | HSA BANK | HSA - GRAIN VALLEY, MO | 100.00 |
| | | THE LINCOLN NATIONAL LIFE INSURANCE CO | MAR 2021 DISABILITY | 17.54 |
| | | INDEPENDENCE EXAMINER | PW MAINTENANCE WORKER | 42.50 |
| | | INTERNAL REVENUE SERVICE | SOCIAL SECURITY | 113.47 |
| | | | MEDICARE | 26.53 |
| | | | TOTAL: | 1,182.40 |
| INFORMATION TECH | GENERAL FUND | NETSTANDARD INC | JAN 21 DATASAFE | 1,000.00 |
| | | | MAR 21 CLARITY | 3,708.00 |
| | | | FEB 21 OFFICE 365 | 811.62 |
| | | COBAN TECHNOLOGIES INC | ADAPTER CABLE | 37.00 |
| | | HOME DEPOT CREDIT SERVICES | CHROME SHELF | 225.00 |
| | | CDW GOVERNMENT | SANDISK 128GB ULTRA FLAIR | 109.50 |
| | | | GOV ADOBE CC STOCK SMALL | 255.00 |
| | | | ANTENNAS | 830.55 |
| | | | MOUSE | 115.30 |

| DEPARTMENT | FUND | VENDOR NAME | DESCRIPTION | AMOUNT |
|---|---|---|---|---|
| | | | WEBCAM/16G 2M USB A/A CABL | 204.32 |
| | | | CRADLEPOINT MOBILE ROUTER | 3,720.36 |
| | | OMNIGO SOFTWARE | HOSTED RECORDS MGMT APRIL- | 12,482.72 |
| | | | TOTAL: | 23,499.37 |
| BLDG & GRDS | GENERAL FUND | HOME DEPOT CREDIT SERVICES | TOWELS/CLEANING SUPPLIES | 22.96 |
| | | SC REALTY SERVICES | FEBRUARY 2021 SERVICES | 1,062.27 |
| | | EVERGY | 513 GREGG | 46.28 |
| | | | 600 BUCKNER TARSNEY RD | 14.97 |
| | | | 596 BUCKNER TARSNEY RD | 15.26 |
| | | | CAPPELL & FRONT, PH, PUBLI | 10.96 |
| | | | 618 JAMES ROLLO CT | 110.45 |
| | | | 1608 NW WOODBURY DR | 32.61 |
| | | | 6100 S BUCKNER TARSNEY RD | 11.47 |
| | | | 618 JAMES ROLLO CT | 23.29 |
| | | | 711 MMAIN ST CITY HALL | 715.18 |
| | | | 620 JAMES ROLLO CT | 149.19 |
| | | | 517 GREGG | 89.26 |
| | | | 1805 NW WILLOW DR | 32.41 |
| | | BRADY INDUSTRIES OF KANSAS LLC | TORK UNIVERSAL MATIC ROLL | 308.92 |
| | | COMCAST | JAN 2021 FIBER | 445.70 |
| | | | FEB 2021 FIBER | 445.70 |
| | | COMCAST | CITY HALL AND PD VOICE EDG | 581.67 |
| | | | TOTAL: | 4,118.55 |
| ADMINISTRATION | GENERAL FUND | MISSOURI LAGERS | MONTHLY CONTRIBUTIONS | 373.69 |
| | | SAMS CLUB/GECRB | KITCHEN SUPPLIES | 56.52 |
| | | STANDARD INSURANCE CO | MAR 21 STANDARD LIFE INSUR | 15.00 |
| | | LITTLER MENDELSON PC | LEGAL SERVICES | 77.00 |
| | | ROTARY CLUB OF BLUE SPRINGS | MURPHY: QUARTERLY MEALS | 176.00 |
| | | MIDWEST PUBLIC RISK | DENTAL | 23.86 |
| | | | HSA | 396.20 |
| | | HSA BANK | HSA - GRAIN VALLEY, MO | 61.89 |
| | | THE LINCOLN NATIONAL LIFE INSURANCE CO | MAR 2021 DISABILITY | 34.85 |
| | | INTERNAL REVENUE SERVICE | SOCIAL SECURITY | 270.33 |
| | | | MEDICARE | 63.22 |
| | | | TOTAL: | 1,548.56 |
| FINANCE | GENERAL FUND | MO DEPT OF REVENUE | MISSOURI WITHHOLDING | 0.50 |
| | | MISSOURI LAGERS | MONTHLY CONTRIBUTIONS | 263.86 |
| | | STANDARD INSURANCE CO | MAR 21 STANDARD LIFE INSUR | 12.00 |
| | | MIDWEST PUBLIC RISK | DENTAL | 34.90 |
| | | | HSA | 149.50 |
| | | | HSA | 324.03 |
| | | HSA BANK | HSA - GRAIN VALLEY, MO | 37.50 |
| | | | HSA - GRAIN VALLEY, MO | 50.00 |
| | | THE LINCOLN NATIONAL LIFE INSURANCE CO | MAR 2021 DISABILITY | 25.17 |
| | | INTERNAL REVENUE SERVICE | SOCIAL SECURITY | 171.49 |
| | | | MEDICARE | 40.11 |
| | | | TOTAL: | 1,109.06 |
| COURT | GENERAL FUND | MISSOURI LAGERS | MONTHLY CONTRIBUTIONS | 170.21 |
| | | STANDARD INSURANCE CO | MAR 21 STANDARD LIFE INSUR | 12.00 |
| | | MIDWEST PUBLIC RISK | DENTAL | 18.00 |
| | | | DENTAL | 0.76 |
| | | | HSA | 299.00 |

| DEPARTMENT | FUND | VENDOR NAME | DESCRIPTION | AMOUNT |
|---|---|---|---|---|
| | | | HSA | 14.12 |
| | | HSA BANK | HSA - GRAIN VALLEY, MO | 75.00 |
| | | | HSA - GRAIN VALLEY, MO | 2.18 |
| | | THE LINCOLN NATIONAL LIFE INSURANCE CO | MAR 2021 DISABILITY | 16.13 |
| | | INTERNAL REVENUE SERVICE | SOCIAL SECURITY | 175.30 |
| | | | MEDICARE | 40.99 |
| | | | TOTAL: | 823.69 |
| VICTIM SERVICES | GENERAL FUND | MISSOURI LAGERS | MONTHLY CONTRIBUTIONS | 146.30 |
| | | STANDARD INSURANCE CO | MAR 21 STANDARD LIFE INSUR | 12.00 |
| | | MIDWEST PUBLIC RISK | DENTAL | 34.90 |
| | | | HSA | 648.05 |
| | | HSA BANK | HSA - GRAIN VALLEY, MO | 100.00 |
| | | THE LINCOLN NATIONAL LIFE INSURANCE CO | MAR 2021 DISABILITY | 14.74 |
| | | INTERNAL REVENUE SERVICE | SOCIAL SECURITY | 138.75 |
| | | | MEDICARE | 32.45 |
| | | | TOTAL: | 1,127.19 |
| FLEET | GENERAL FUND | MISSOURI LAGERS | MONTHLY CONTRIBUTIONS | 81.62 |
| | | ADVANCE AUTO PARTS | BRAKE CLEANER | 47.76 |
| | | STANDARD INSURANCE CO | MAR 21 STANDARD LIFE INSUR | 6.00 |
| | | OREILLY AUTOMOTIVE INC | 5) 80OZ DSLSPLMT | 89.95 |
| | | | GARNISH CLIP | 7.98 |
| | | | 13) QT POLOR POWER | 201.37 |
| | | | 1 GAL ANTIFREEZE | 51.96 |
| | | | NITRILE GLV | 66.48 |
| | | | NITRILE GLV | 66.48- |
| | | | NITRILE GLV | 53.18 |
| | | FASTENAL COMPANY | 14.5 UVBLACK CBL TIE | 130.98 |
| | | | 1/8" X 1" X 6' ALUM ANGLE | 69.97 |
| | | | 1/4-20 FLN RIBNUTSRT L | 11.83 |
| | | | GLOVES | 14.52 |
| | | MIDWEST PUBLIC RISK | DENTAL | 17.45 |
| | | | HSA | 149.50 |
| | | HSA BANK | HSA - GRAIN VALLEY, MO | 37.50 |
| | | THE LINCOLN NATIONAL LIFE INSURANCE CO | MAR 2021 DISABILITY | 7.95 |
| | | CINTAS CORPORATION # 430 | PW/WOLTZ UNIFORMS | 9.92 |
| | | INTERNAL REVENUE SERVICE | SOCIAL SECURITY | 56.33 |
| | | | MEDICARE | 13.17 |
| | | | TOTAL: | 1,058.94 |
| POLICE | GENERAL FUND | MISSOURI LAGERS | EMPLOYER CONTRIBUTIONS | 4,791.26 |
| | | | MONTHLY CONTRIBUTIONS | 312.03 |
| | | MO POLICE CHIEFS ASSOCIATION | HEDGER: MEMBERSHIP | 100.00 |
| | | | PALECEK: MEMBERSHIP RENEWA | 100.00 |
| | | SAMS CLUB/GECRB | KITCHEN SUPPLIES | 70.70 |
| | | ADVANCE AUTO PARTS | CONTROL ARM BUSHING/MOOG B | 160.32 |
| | | | MOOG BUSHINGS | 35.99 |
| | | | CONTROL ARM BUSHING | 72.50- |
| | | | TPMS SENSOR | 112.29 |
| | | | TPMS SENSOR | 79.54- |
| | | | MOOG BRUSHINGS | 35.99- |
| | | | TIE RODS | 59.93 |
| | | STATE BANK OF MISSOURI | 03/15/21 IN-CAR SYSTEM | 2,314.61 |
| | | EAGLE VALLEY AUTOMOTIVE LLC | 4 WHEEL ALIGNMENT | 79.95 |
| | | STANDARD INSURANCE CO | MAR 21 STANDARD LIFE INSUR | 312.00 |

| DEPARTMENT | FUND | VENDOR NAME | DESCRIPTION | AMOUNT |
|---|---|---|---|---|
| | | OREILLY AUTOMOTIVE INC | RANGURD BEAMS | 39.96 |
| | | | BUSHING | 114.08 |
| | | | WASHER NOZLE | 28.99 |
| | | | RADIATOR | 143.24 |
| | | | BATTERY | 171.41 |
| | | | CORE RETURN | 18.00- |
| | | INTERSTATE ALL BATTERY CENTER | 6V 2AH NICD F/SL20XLED | 91.60 |
| | | STEVEN SMITH | BUSINESS CARDS: ARENDS/ADM | 114.00 |
| | | HAMPEL OIL INC | BULK GASOHAL/DIESEL | 935.83 |
| | | | BULK GASOHAL/DIESEL | 178.93 |
| | | AUSTIN GLASS CONNECTION INC | CHEV TAHOE WINDSHIELD | 361.25 |
| | | COMCAST | HIGH SPEED INTERNET | 149.85 |
| | | FASTENAL COMPANY | FIRE EXTINGUISHER/FIRST AI | 123.37 |
| | | MIDWEST PUBLIC RISK | DENTAL | 144.00 |
| | | | DENTAL | 523.50 |
| | | | OPEN ACCESS | 623.05 |
| | | | OPEN ACCESS | 378.00 |
| | | | OPEN ACCESS | 1,640.00 |
| | | | SEARCY | 36.00 |
| | | | SOLE | 36.00- |
| | | | THOMPSON | 88.00 |
| | | | THROWER | 36.00 |
| | | | SEARCY | 598.00 |
| | | | SOLE | 598.00- |
| | | | THOMPSON | 1,510.00 |
| | | | THROWER | 598.00 |
| | | | SEARCY | 8.00 |
| | | | SOLE | 8.00- |
| | | | THOMPSON | 22.00 |
| | | | ELGIN | 8.00 |
| | | | OPEN ACCESS | 721.20 |
| | | | HSA | 1,478.10 |
| | | | HSA | 2,392.00 |
| | | | HSA | 3,888.30 |
| | | HSA BANK | HSA - GRAIN VALLEY, MO | 600.00 |
| | | | HSA - GRAIN VALLEY, MO | 900.00 |
| | | | ELGIN HSA | 75.00 |
| | | THE LINCOLN NATIONAL LIFE INSURANCE CO | MAR 2021 DISABILITY | 460.08 |
| | | CITY OF INDEPENDENCE | RADIO SYSTEM | 9,404.64 |
| | | METRO FORD | KIT | 165.57 |
| | | TEDDER INDUSTRUES LLC | RAPID FORCE PADDLE CARRY E | 149.51 |
| | | COUNTY LINE AUTO PARTS | 2016 EXPLORER WIPER TRANS | 45.00 |
| | | INTERNAL REVENUE SERVICE | SOCIAL SECURITY | 3,520.60 |
| | | | MEDICARE | 823.41 |
| | | REJIS COMMISSION | FEB 2021 LEWEB SUBSCRIPTIO | 287.95 |
| | | GEARZONE PRODUCTS | THROWER: COMBAT SHIRT | 160.80 |
| | | | HEDGER: DANNER LOOKOUT SID | 149.95 |
| | | | TOTAL: | 41,488.22 |
| ANIMAL CONTROL | GENERAL FUND | MISSOURI LAGERS | MONTHLY CONTRIBUTIONS | 113.18 |
| | | STANDARD INSURANCE CO | MAR 21 STANDARD LIFE INSUR | 12.00 |
| | | HAMPEL OIL INC | BULK GASOHAL/DIESEL | 74.76 |
| | | MIDWEST PUBLIC RISK | OPEN ACCESS | 378.00 |
| | | THE LINCOLN NATIONAL LIFE INSURANCE CO | MAR 2021 DISABILITY | 11.44 |
| | | INTERNAL REVENUE SERVICE | SOCIAL SECURITY | 78.84 |
| | | | MEDICARE | 18.44 |

| DEPARTMENT | FUND | VENDOR NAME | DESCRIPTION | AMOUNT |
|---|---|---|---|---|
| | | | TOTAL: | 686.66 |
| PLANNING & ENGINEERING | GENERAL FUND | MISSOURI LAGERS | MONTHLY CONTRIBUTIONS | 590.66 |
| | | SAMS CLUB/GECRB | KITCHEN SUPPLIES | 57.94 |
| | | STANDARD INSURANCE CO | MAR 21 STANDARD LIFE INSUR | 35.97 |
| | | MIDWEST PUBLIC RISK | DENTAL | 49.37 |
| | | | DENTAL | 10.21 |
| | | | OPEN ACCESS | 108.18 |
| | | | HSA | 820.03 |
| | | | HSA | 81.32 |
| | | HSA BANK | HSA - GRAIN VALLEY, MO | 205.69 |
| | | | HSA - GRAIN VALLEY, MO | 14.25 |
| | | THE LINCOLN NATIONAL LIFE INSURANCE CO | MAR 2021 DISABILITY | 60.81 |
| | | THE EXAMINER | BOA: CLEAN WATER | 136.71 |
| | | INTERNAL REVENUE SERVICE | SOCIAL SECURITY | 402.35 |
| | | | MEDICARE | 94.10 |
| | | | TOTAL: | 2,667.59 |
| NON-DEPARTMENTAL | PARK FUND | KCMO CITY TREASURER | KC EARNINGS TAX WH | 23.51 |
| | | MO DEPT OF REVENUE | MISSOURI WITHHOLDING | 473.01 |
| | | FAMILY SUPPORT PAYMENT CENTER | SMITH CASE 91316387 | 92.31 |
| | | AFLAC | AFLAC CRITICAL CARE | 6.78 |
| | | | AFLAC PRETAX | 54.53 |
| | | | AFLAC-W2 DD PRETAX | 71.41 |
| | | MIDWEST PUBLIC RISK | DENTAL | 21.84 |
| | | | HSA | 219.03 |
| | | | HSA | 37.60 |
| | | | VISION | 8.00 |
| | | | VISION | 16.40 |
| | | | VISION | 1.10 |
| | | HSA BANK | HSA - GRAIN VALLEY, MO | 125.00 |
| | | | HSA - GRAIN VALLEY, MO | 70.00 |
| | | THE LINCOLN NATIONAL LIFE INSURANCE CO | MAR 2021 DISABILITY | 8.77 |
| | | CITY OF GRAIN VALLEY -FLEX | FLEX - DEPENDENT CARE | 210.59 |
| | | ICMA RC | ICMA 457 % | 203.34 |
| | | | ICMA 457 | 575.00 |
| | | | ICMA ROTH IRA | 51.40 |
| | | | ICMA ROTH IRA | 8.29 |
| | | INTERNAL REVENUE SERVICE | FEDERAL WH | 1,231.56 |
| | | | SOCIAL SECURITY | 911.02 |
| | | | MEDICARE | 213.08 |
| | | | TOTAL: | 4,633.57 |
| PARK ADMIN | PARK FUND | NETSTANDARD INC | MAR 21 CLARITY | 618.00 |
| | | MISSOURI LAGERS | MONTHLY CONTRIBUTIONS | 608.21 |
| | | PETTY CASH | FLOAT FOR FRONT DESK | 100.00 |
| | | AT&T | U-VERSE MAINTENANCE | 69.55 |
| | | STANDARD INSURANCE CO | MAR 21 STANDARD LIFE INSUR | 31.20 |
| | | NATIONAL REC AND PARK ASSOCIATION | MEMBERSHIP DUES | 175.00 |
| | | HAMPEL OIL INC | BULK GASOHAL/DIESEL | 72.68 |
| | | MICHAEL MORRIS | RECDESK SUBSCRIPTION | 4,100.00 |
| | | MIDWEST PUBLIC RISK | DENTAL | 3.51 |
| | | | DENTAL | 83.76 |
| | | | HSA | 1,034.67 |
| | | | HSA | 88.16 |
| | | | HSA | 129.62 |

| DEPARTMENT | FUND | VENDOR NAME | DESCRIPTION | AMOUNT |
|---|---|---|---|---|
| | | HSA BANK | HSA - GRAIN VALLEY, MO | 14.61 |
| | | | HSA - GRAIN VALLEY, MO | 230.00 |
| | | THE LINCOLN NATIONAL LIFE INSURANCE CO | MAR 2021 DISABILITY | 60.07 |
| | | COMCAST | JAN 2021 FIBER | 74.28 |
| | | | FEB 2021 FIBER | 74.28 |
| | | COMCAST | CITY HALL AND PD VOICE EDG | 96.95 |
| | | | COMM CENTER VOICE EDGE | 150.17 |
| | | | PARKS MAINT VOICE EDGE | 35.47 |
| | | INTERNAL REVENUE SERVICE | SOCIAL SECURITY | 386.97 |
| | | | MEDICARE | 90.51 |
| | | | TOTAL: | 8,327.67 |
| PARKS STAFF | PARK FUND | MISSOURI LAGERS | MONTHLY CONTRIBUTIONS | 478.74 |
| | | STANDARD INSURANCE CO | MAR 21 STANDARD LIFE INSUR | 36.00 |
| | | KNAPHEIDE TRUCK EQ CENTER | PLOW MODULE 2-PORT | 240.00 |
| | | FASTENAL COMPANY | LOCKNUTS | 6.25 |
| | | | GRINDING DISK | 37.10 |
| | | HOME DEPOT CREDIT SERVICES | TOWELS/CLEANING SUPPLIES | 47.23 |
| | | | LOPPERS | 85.70 |
| | | MIDWEST PUBLIC RISK | DENTAL | 54.00 |
| | | | HSA | 897.00 |
| | | HSA BANK | HSA - GRAIN VALLEY, MO | 225.00 |
| | | THE LINCOLN NATIONAL LIFE INSURANCE CO | MAR 2021 DISABILITY | 42.37 |
| | | MEYER LABORATORY INC | TRASH BAGS | 56.00 |
| | | EVERGY | 701 SW EAGLES PKWY | 117.02 |
| | | | ARMSTRONG PARK 041503 | 92.97 |
| | | | ARMSTRONG PARK DR | 31.98 |
| | | | ARMSTRONG PARK 098095 | 47.45 |
| | | | ARMSTRONG PARK 017576 | 109.96 |
| | | | 28605 E HWY AA | 24.71 |
| | | | JAMES ROLLO SHELTER #2 | 75.35 |
| | | | MAIN- ARMSTRONG SHELTER 1 | 23.14 |
| | | | 618 JAMES ROLLO CT | 55.22 |
| | | | ARMSTRONG PARK | 36.18 |
| | | | 6100 S BUCKNER TARSNEY RD | 96.46 |
| | | | 28605 E HWY AA | 129.03 |
| | | | 618 JAMES ROLLO CT | 11.65 |
| | | LAWN & LEISURE | TRIMMER/CHAINSAW/BLOWER | 1,102.52 |
| | | | POLE SAW CHAINS | 42.60 |
| | | INTERNAL REVENUE SERVICE | SOCIAL SECURITY | 324.87 |
| | | | MEDICARE | 75.98 |
| | | | TOTAL: | 4,602.48 |
| COMMUNITY CENTER | PARK FUND | FERGUSON ENTERPRISES INC | PIPE INSULATION | 60.53 |
| | | MELODY TAYLOR | 02/08-02/19 SILVERSNEAKERS | 75.00 |
| | | UNIFIRST CORPORATION | JANITORIAL SUPPLIES | 120.84 |
| | | MISSOURI LAGERS | MONTHLY CONTRIBUTIONS | 159.00 |
| | | STANDARD INSURANCE CO | MAR 21 STANDARD LIFE INSUR | 12.00 |
| | | HOME DEPOT CREDIT SERVICES | CEILING TILE REPAIR | 36.61 |
| | | | CEILING TILE RETURN | 83.83- |
| | | MIDWEST PUBLIC RISK | DENTAL | 18.00 |
| | | | HSA | 299.00 |
| | | HSA BANK | HSA - GRAIN VALLEY, MO | 75.00 |
| | | SC REALTY SERVICES | FEBRUARY 2021 SERVICES | 177.05 |
| | | THE LINCOLN NATIONAL LIFE INSURANCE CO | MAR 2021 DISABILITY | 16.04 |
| | | BSN SPORTS INC | POWER VOLLEYBALL CART | 214.15 |

| DEPARTMENT | FUND | VENDOR NAME | DESCRIPTION | AMOUNT |
|---|---|---|---|---|
| | | EVERGY | 713 MAIN ST | 992.00 |
| | | | 713 MAIN #A | 279.93 |
| | | INTERNAL REVENUE SERVICE | SOCIAL SECURITY | 199.18 |
| | | | MEDICARE | 46.59 |
| | | | TOTAL: | 2,697.09 |
| NON-DEPARTMENTAL | TRANSPORTATION | MO DEPT OF REVENUE | MISSOURI WITHHOLDING | 197.56 |
| | | FAMILY SUPPORT PAYMENT CENTER | DZEKUNSKAS CASE 41452523 | 30.00 |
| | | AFLAC | AFLAC PRETAX | 4.64 |
| | | | AFLAC-W2 DD PRETAX | 8.05 |
| | | MIDWEST PUBLIC RISK | DENTAL | 15.78 |
| | | | OPEN ACCESS | 26.39 |
| | | | OPEN ACCESS | 27.72 |
| | | | HSA | 83.44 |
| | | | HSA | 82.83 |
| | | | HSA | 79.37 |
| | | | VISION | 3.20 |
| | | | VISION | 1.60 |
| | | | VISION | 4.40 |
| | | | VISION | 5.54 |
| | | HSA BANK | HSA - GRAIN VALLEY, MO | 4.97 |
| | | | HSA - GRAIN VALLEY, MO | 75.84 |
| | | THE LINCOLN NATIONAL LIFE INSURANCE CO | MAR 2021 DISABILITY | 10.29 |
| | | ICMA RC | ICMA 457 % | 27.44 |
| | | | ICMA 457 | 16.91 |
| | | | ICMA ROTH IRA | 30.41 |
| | | INTERNAL REVENUE SERVICE | FEDERAL WH | 561.14 |
| | | | SOCIAL SECURITY | 343.19 |
| | | | MEDICARE | 80.26 |
| | | | TOTAL: | 1,720.97 |
| TRANSPORTATION | TRANSPORTATION | NETSTANDARD INC | JAN 21 DATASAFE | 200.00 |
| | | | MAR 21 CLARITY | 370.80 |
| | | | FEB 21 OFFICE 365 | 162.33 |
| | | CARTER WATERS | K SATUROCK PREMIUM | 268.50 |
| | | MISSOURI LAGERS | MONTHLY CONTRIBUTIONS | 529.83 |
| | | SAMS CLUB/GECRB | KITCHEN SUPPLIES | 13.17 |
| | | ADVANCE AUTO PARTS | ROT T4TR 15W40 2.5 GAL | 110.16 |
| | | | ROT T4TR 15W40 2.5 GAL | 90.96 |
| | | | ROT T4TR 15W40 2.5 GAL | 110.16- |
| | | | AIR FILTER/ CABIN AIR FILT | 10.73 |
| | | CUES | ANNUAL SERVICE CONTRACT | 900.00 |
| | | STANDARD INSURANCE CO | MAR 21 STANDARD LIFE INSUR | 29.37 |
| | | KNAPHEIDE TRUCK EQ CENTER | SPRAY PIPE | 275.60 |
| | | OREILLY AUTOMOTIVE INC | 16OZ PROTECT/3PK PAPER | 3.99 |
| | | | RV ANTIFREEZE | 1.19 |
| | | COSENTINOS PRICE CHOPPER | SNOW TEAM MEALS | 9.51 |
| | | | SNOW TEAM B MEALS | 9.29 |
| | | BLUE SPRINGS WINWATER CO | MARKING FLAGS/3/4" CARBIDE | 36.00 |
| | | HAMPEL OIL INC | BULK GASOHAL/DIESEL | 322.16 |
| | | HOME DEPOT CREDIT SERVICES | FLEXIBLE SPA HOSE | 13.59 |
| | | | FLEXIBLE SPA HOSE | 101.03 |
| | | | OVERPAYMENT | 26.08- |
| | | MIDWEST PUBLIC RISK | DENTAL | 14.27 |
| | | | DENTAL | 60.49 |
| | | | OPEN ACCESS | 124.61 |

| DEPARTMENT | FUND | VENDOR NAME | DESCRIPTION | AMOUNT |
|---|---|---|---|---|
| | | | OPEN ACCESS | 108.18 |
| | | | HSA | 394.15 |
| | | | HSA | 117.38 |
| | | | HSA | 285.59 |
| | | | HSA | 309.61 |
| | | HSA BANK | HSA - GRAIN VALLEY, MO | 29.44 |
| | | | HSA - GRAIN VALLEY, MO | 178.34 |
| | | SC REALTY SERVICES | FEBRUARY 2021 SERVICES | 106.23 |
| | | THE LINCOLN NATIONAL LIFE INSURANCE CO | MAR 2021 DISABILITY | 49.12 |
| | | CINTAS CORPORATION # 430 | PW/WOLTZ UNIFORMS | 32.94 |
| | | EVERGY | 655 SW EAGLES PKWY | 35.26 |
| | | | 618 JAMES ROLLO CT | 110.45 |
| | | | AA HWY & SNI-A-BAR BLVD | 31.23 |
| | | | 702 SW EAGLES PKWY | 39.44 |
| | | | GRAIN VALLEY ST LIGHTS | 12,902.73 |
| | | | 618 JAMES ROLLO CT | 23.29 |
| | | | 711 MMAIN ST CITY HALL | 61.30 |
| | | COMCAST | JAN 2021 FIBER | 44.57 |
| | | | FEB 2021 FIBER | 44.57 |
| | | COMCAST | CITY HALL AND PD VOICE EDG | 58.17 |
| | | | PW VOICE EDGE | 23.93 |
| | | SUMMIT TRUCK GROUP | BRACKET | 11.64 |
| | | INTERNAL REVENUE SERVICE | SOCIAL SECURITY | 343.20 |
| | | | MEDICARE | 80.28 |
| | | | TOTAL: | 18,942.38 |
| PUBLIC HEALTH | PUBLIC HEALTH | OATS | 2021 JAN OATS | 276.75 |
| | | | TOTAL: | 276.75 |
| NON-DEPARTMENTAL | MKTPL TIF-PR#2 SPE | UMB BANK | PROJECT #2 CITY SALES | 61,976.74 |
| | | | TOTAL: | 61,976.74 |
| NON-DEPARTMENTAL | MKT PL CID-PR2 SAL | UMB BANK | CID/USE | 28,605.47 |
| | | | CID/USE UNCAPTURED | 27,747.30 |
| | | | TOTAL: | 56,352.77 |
| NON-DEPARTMENTAL | WATER/SEWER FUND | KCMO CITY TREASURER | KC EARNINGS TAX WH | 8.88 |
| | | MO DEPT OF REVENUE | MISSOURI WITHHOLDING | 1,218.96 |
| | | FAMILY SUPPORT PAYMENT CENTER | DZEKUNSKAS CASE 41452523 | 120.00 |
| | | AFLAC | AFLAC PRETAX | 36.55 |
| | | | AFLAC-W2 DD PRETAX | 57.45 |
| | | MIDWEST PUBLIC RISK | DENTAL | 91.48 |
| | | | OPEN ACCESS | 105.56 |
| | | | OPEN ACCESS | 129.36 |
| | | | HSA | 375.48 |
| | | | HSA | 627.29 |
| | | | HSA | 338.68 |
| | | | VISION | 12.80 |
| | | | VISION | 10.80 |
| | | | VISION | 22.00 |
| | | | VISION | 28.12 |
| | | HSA BANK | HSA - GRAIN VALLEY, MO | 70.98 |
| | | | HSA - GRAIN VALLEY, MO | 417.81 |
| | | THE LINCOLN NATIONAL LIFE INSURANCE CO | MAR 2021 DISABILITY | 94.45 |
| | | CITY OF GRAIN VALLEY -FLEX | FLEX - DEPENDENT CARE | 162.37 |
| | | ICMA RC | ICMA 457 % | 279.65 |

| DEPARTMENT | FUND | VENDOR NAME | DESCRIPTION | AMOUNT |
|---|---|---|---|---|
| | | | ICMA 457 | 115.38 |
| | | | ICMA ROTH IRA | 162.56 |
| | | INTERNAL REVENUE SERVICE | FEDERAL WH | 3,660.89 |
| | | | SOCIAL SECURITY | 2,195.01 |
| | | | MEDICARE | 513.35 |
| | | | TOTAL: | 10,855.86 |
| WATER | WATER/SEWER FUND | NETSTANDARD INC | JAN 21 DATASAFE | 400.00 |
| | | | MAR 21 CLARITY | 741.60 |
| | | | FEB 21 OFFICE 365 | 324.64 |
| | | CITY OF INDEPENDENCE UTILITIES | 17482CCF 12/16-01/14 | 27,167.10 |
| | | MISSOURI LAGERS | MONTHLY CONTRIBUTIONS | 1,670.01 |
| | | SAMS CLUB/GECRB | KITCHEN SUPPLIES | 26.34 |
| | | ADVANCE AUTO PARTS | ROT T4TR 15W40 2.5 GAL | 220.34 |
| | | | ROT T4TR 15W40 2.5 GAL | 181.94 |
| | | | ROT T4TR 15W40 2.5 GAL | 220.34- |
| | | | AIR FILTER/ CABIN AIR FILT | 21.48 |
| | | STANDARD INSURANCE CO | MAR 21 STANDARD LIFE INSUR | 107.13 |
| | | OREILLY AUTOMOTIVE INC | 16OZ PROTECT/3PK PAPER | 7.99 |
| | | | RV ANTIFREEZE | 2.40 |
| | | COSENTINOS PRICE CHOPPER | SNOW TEAM MEALS | 19.04 |
| | | | SNOW TEAM B MEALS | 18.58 |
| | | BLUE SPRINGS WINWATER CO | PVC METER PIT EXTENSIONS | 105.00 |
| | | | MARKING FLAGS/WIRE STAFFS | 383.40 |
| | | | MARKING FLAGS/3/4" CARBIDE | 255.00 |
| | | | MARKING FLAGS/3/4" CARBIDE | 72.00 |
| | | | PVC METER PIT EXTENSIONS | 425.00 |
| | | HAMPEL OIL INC | BULK GASOHAL/DIESEL | 644.34 |
| | | HOME DEPOT CREDIT SERVICES | FLEXIBLE SPA HOSE | 27.16 |
| | | | OVERPAYMENT | 52.18- |
| | | MIDWEST PUBLIC RISK | DENTAL | 53.50 |
| | | | DENTAL | 175.42 |
| | | | OPEN ACCESS | 249.22 |
| | | | BROWN | 36.00- |
| | | | BROWN | 756.00- |
| | | | BROWN | 8.00- |
| | | | OPEN ACCESS | 252.42 |
| | | | HSA | 886.86 |
| | | | HSA | 784.11 |
| | | | HSA | 1,081.45 |
| | | | HSA | 660.58 |
| | | HSA BANK | HSA - GRAIN VALLEY, MO | 181.68 |
| | | | HSA - GRAIN VALLEY, MO | 462.63 |
| | | SC REALTY SERVICES | FEBRUARY 2021 SERVICES | 212.45 |
| | | THE LINCOLN NATIONAL LIFE INSURANCE CO | MAR 2021 DISABILITY | 171.40 |
| | | CINTAS CORPORATION # 430 | PW/WOLTZ UNIFORMS | 65.89 |
| | | ULINE | DOORKNOB BAGS | 48.86 |
| | | EVERGY | 825 STONEBROOK DR | 95.92 |
| | | | 1301 TYER RD UNIT A | 176.98 |
| | | | 618 JAMES ROLLO CT | 138.07 |
| | | | 110 SNI-A-BAR BLVD | 68.03 |
| | | | 1301 TYER RD UNIT B | 458.28 |
| | | | 618 JAMES ROLLO CT UNIT B | 1,472.82 |
| | | | 618 JAMES ROLLO CT | 29.12 |
| | | | 711 MMAIN ST CITY HALL | 122.60 |
| | | | 1012 STONEBROOK LN | 94.57 |

| DEPARTMENT | FUND | VENDOR NAME | DESCRIPTION | AMOUNT |
|---|---|---|---|---|
| | | COMCAST | JAN 2021 FIBER | 89.14 |
| | | | FEB 2021 FIBER | 89.14 |
| | | COMCAST | CITY HALL AND PD VOICE EDG | 116.33 |
| | | | PW VOICE EDGE | 47.87 |
| | | TYLER TECHNOLOGIES INC | MAR 21 MONTHLY FEES | 97.00 |
| | | SUMMIT TRUCK GROUP | BRACKET | 23.29 |
| | | INTERNAL REVENUE SERVICE | SOCIAL SECURITY | 1,097.52 |
| | | | MEDICARE | 256.67 |
| | | | TOTAL: | 41,507.79 |
| SEWER | WATER/SEWER FUND | NETSTANDARD INC | JAN 21 DATASAFE | 400.00 |
| | | | MAR 21 CLARITY | 741.60 |
| | | | FEB 21 OFFICE 365 | 324.64 |
| | | MISSOURI LAGERS | MONTHLY CONTRIBUTIONS | 1,670.03 |
| | | SAMS CLUB/GECRB | KITCHEN SUPPLIES | 26.35 |
| | | ADVANCE AUTO PARTS | ROT T4TR 15W40 2.5 GAL | 220.34 |
| | | | ROT T4TR 15W40 2.5 GAL | 181.94 |
| | | | ROT T4TR 15W40 2.5 GAL | 220.34- |
| | | | AIR FILTER/ CABIN AIR FILT | 21.48 |
| | | CUES | ANNUAL SERVICE CONTRACT | 900.00 |
| | | STANDARD INSURANCE CO | MAR 21 STANDARD LIFE INSUR | 107.13 |
| | | OREILLY AUTOMOTIVE INC | 16OZ PROTECT/3PK PAPER | 7.99 |
| | | | RV ANTIFREEZE | 2.40 |
| | | COSENTINOS PRICE CHOPPER | SNOW TEAM MEALS | 19.04 |
| | | | SNOW TEAM B MEALS | 18.58 |
| | | BLUE SPRINGS WINWATER CO | MARKING FLAGS/3/4" CARBIDE | 60.00 |
| | | | MARKING FLAGS/3/4" CARBIDE | 72.00 |
| | | HAMPEL OIL INC | BULK GASOHAL/DIESEL | 644.34 |
| | | HOME DEPOT CREDIT SERVICES | FLEXIBLE SPA HOSE | 27.16 |
| | | | OVERPAYMENT | 52.18- |
| | | MIDWEST PUBLIC RISK | DENTAL | 53.49 |
| | | | DENTAL | 175.41 |
| | | | OPEN ACCESS | 249.22 |
| | | | OPEN ACCESS | 252.42 |
| | | | HSA | 886.87 |
| | | | HSA | 784.12 |
| | | | HSA | 1,081.42 |
| | | | HSA | 660.59 |
| | | HSA BANK | HSA - GRAIN VALLEY, MO | 181.69 |
| | | | HSA - GRAIN VALLEY, MO | 462.60 |
| | | SC REALTY SERVICES | FEBRUARY 2021 SERVICES | 212.45 |
| | | THE LINCOLN NATIONAL LIFE INSURANCE CO | MAR 2021 DISABILITY | 171.40 |
| | | CINTAS CORPORATION # 430 | PW/WOLTZ UNIFORMS | 65.89 |
| | | EVERGY | 925 STONE BROOK DR | 23.14 |
| | | | WOODLAND DR | 317.09 |
| | | | 405 JAMES ROLLO DR | 481.24 |
| | | | 1326 GOLFVIEW DR | 121.53 |
| | | | 618 JAMES ROLLO CT | 138.07 |
| | | | WINDING CREEK SEWER | 23.17 |
| | | | 618 JAMES ROLLO CT | 29.12 |
| | | | 711 MMAIN ST CITY HALL | 122.60 |
| | | | 1201 SEYMOUR RD | 23.14 |
| | | | 110 NW SNI-A-BAR BLVD | 23.14 |
| | | | 1017 ROCK CREEK LN | 23.14 |
| | | COMCAST | JAN 2021 FIBER | 89.14 |
| | | | FEB 2021 FIBER | 89.14 |

| DEPARTMENT | FUND | VENDOR NAME | DESCRIPTION | AMOUNT |
|---|---|---|---|---|
| | | COMCAST | CITY HALL AND PD VOICE EDG | 116.33 |
| | | | PW VOICE EDGE | 47.87 |
| | | TYLER TECHNOLOGIES INC | MAR 21 MONTHLY FEES | 97.00 |
| | | SUMMIT TRUCK GROUP | BRACKET | 23.29 |
| | | INTERNAL REVENUE SERVICE | SOCIAL SECURITY | 1,097.46 |
| | | | MEDICARE | 256.66 |
| | | | TOTAL: | 13,552.34 |

| ========== FUND TOTALS ========== | | |
|---|---|---|
| 100 | GENERAL FUND | 102,585.29 |
| 200 | PARK FUND | 20,260.81 |
| 210 | TRANSPORTATION | 20,663.35 |
| 230 | PUBLIC HEALTH | 276.75 |
| 302 | MKTPL TIF-PR#2 SPEC ALLOC | 61,976.74 |
| 321 | MKT PL CID-PR2 SALES/USE | 56,352.77 |
| 600 | WATER/SEWER FUND | 65,915.99 |
| | GRAND TOTAL: | 328,031.70 |

SELECTION CRITERIA

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SELECTION OPTIONS

VENDOR SET: 01-CITY OF GRAIN VALLEY
VENDOR: All
CLASSIFICATION: All
BANK CODE: All
ITEM DATE: 2/13/2021 THRU 2/26/2021
ITEM AMOUNT: 99,999,999.00CR THRU 99,999,999.00
GL POST DATE: 0/00/0000 THRU 99/99/9999
CHECK DATE: 0/00/0000 THRU 99/99/9999

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PAYROLL SELECTION

PAYROLL EXPENSES: NO
EXPENSE TYPE: N/A
CHECK DATE: 0/00/0000 THRU 99/99/9999

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PRINT OPTIONS

PRINT DATE: None
SEQUENCE: By Department
DESCRIPTION: Distribution
GL ACCTS: NO
REPORT TITLE: C O U N C I L R E P O R T
SIGNATURE LINES: 0

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PACKET OPTIONS

INCLUDE REFUNDS: YES
INCLUDE OPEN ITEM:YES

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# *Resolutions*

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| CITY OF GRAIN VALLEY<br>BOARD OF ALDERMEN AGENDA ITEM | | |
|---|---|---|
| **MEETING DATE** | 3/08/2021 | |
| **BILL NUMBER** | R21-19 | |
| **AGENDA TITLE** | **A RESOLUTION BY THE BOARD OF ALDERMEN OF THE CITY OF GRAIN VALLEY, AUTHORIZING THE CITY ADMINISTRATOR TO EXECUTE AN AGREEMENT WITH SUPERIOR BOWEN ASPHALT CO. FOR THE 2021 PAVEMENT MAINTENANCE PROGRAM** | |
| **REQUESTING DEPARTMENT** | COMMUNITY DEVELOPMENT | |
| **PRESENTER** | Mark Trosen, Director Community Development | |
| **FISCAL INFORMATION** | Cost as recommended: | $909,142.50 |
| | Budget Line Item: | 210-55-79400 - $782,000.00<br>280-88-79915 - $127,142.50 |
| | Balance Available | 210-55-79400 - $782,000.00<br>280-88-79915 - $300,000.00 |
| | New Appropriation Required: | [ ] Yes [X] No |
| **PURPOSE** | To Provide an edge mill and asphalt overlay to streets identified in the CIP Plan, 2020 Pavement Management Analysis Report and 2021 Budget. | |
| **BACKGROUND** | Bids were received on February 4, 2021 for the 2021 Pavement Maintenance Program consisting of edge milling and asphalt overlay. Three bids were received with Superior Bowen Asphalt Co. submitting the lowest and best bid. | |
| **SPECIAL NOTES** | N/A | |

| | |
|---|---|
| **ANALYSIS** | Project bids received on February 4, 2021 with the lowest responsible bid submitted by Superior Bowen Asphalt Co. in the amount of $909,142.50. The bid amount is within budget and the bid is below the Engineer's estimate. |
| **PUBLIC INFORMATION PROCESS** | Project was publicly advertised on January 19, 2021 and Bids were publicly opened on February 4, 2021 |
| **BOARD OR COMMISSION RECOMMENDATION** | N/A |
| **DEPARTMENT RECOMMENDATION** | The Community Development Staff Recommends Approval |
| **REFERENCE DOCUMENTS ATTACHED** | Resolution, Superior Bowen Asphalt Co. bid submittal, and Bid Tabulation |

**CITY OF GRAIN VALLEY** **STATE OF MISSOURI**

***March 8, 2021***
RESOLUTION NUMBER
***R21-19***

**A RESOLUTION BY THE BOARD OF ALDERMEN OF THE CITY OF GRAIN VALLEY, AUTHORIZING THE CITY ADMINISTRATOR TO EXECUTE AN AGREEMENT WITH SUPERIOR BOWEN ASPHALT CO. FOR THE 2021 PAVEMENT MAINTENANCE PROGRAM**

**WHEREAS,** the Board of Aldermen are committed to providing its community with safe and reliable infrastructure and improving substandard infrastructure in the most cost-effective manner possible; and

**WHEREAS,** the Board of Aldermen authorized in the 2020 budget, funding for the City Administrator to execute an agreement with Infrastructure Management Services (IMS) LLC to provide a Pavement Management Analysis Report for all city streets; and

**WHEREAS,** the Board of Aldermen adopted Ordinance 2528 establishing the budget for Fiscal Year 2021 on November 23, 2020, appropriating funds for road improvements, and repairs; and

**WHEREAS,** Superior Bowen Asphalt Co. submitted the lowest responsible, responsive bid for the project.

**NOW THEREFORE, BE IT RESOLVED** by the Board of Aldermen of the City of Grain Valley, Missouri as follows:

**SECTION 1:** The City Administrator is hereby authorized to enter into an agreement with Superior Bowen Asphalt Co. for the construction of the 2021 Pavement Maintenance Program:

*PASSED and APPROVED, via voice vote, ( - ) this 8th Day of March, 2021.*

_____
Chuck Johnston
Mayor

ATTEST:

_____
Jamie Logan
City Clerk

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**City of Grain Valley 2021 Pavement Maintenance Program-Asphaltic Concrete Overlay RFP 21-01**
**Bid Opening February 4, 2021**
**Bid Tabulation and Engineer's Estimate**

| | | | | Engineer's Estimate | | Tandum Paving Company, Inc | | Superior Bowen Asphalt Co. | | Ideker, Inc. | |
|---|---|---|---|---|---|---|---|---|---|---|---|
| **Item No.** | **Item Description** | **Unit** | **Estimated Quantity** | **Unit Price** | **Total** | **Unit Price** | **Total** | **Unit Price** | **Total** | **Unit Price** | **Total** |
| | | | | | | | | | | | |
| 1 | 2-inch cold milling | SY | 56,270 | 3.50 | 196,945.00 | 3.10 | 174,437.00 | 1.75 | 98,472.50 | 1.39 | 78,215.30 |
| **2** | 4-inch cold milling | SY | 12,840 | 3.50 | 44,940.00 | 3.65 | 46,866.00 | 3.50 | 44,940.00 | 1.87 | 24,010.80 |
| 3 | 2-inch Asphaltic Concrete Overlay | Tons | 11,350 | 62.00 | 703,700.00 | 58.00 | 658,300.00 | 59.00 | 669,650.00 | 61.87 | 702,224.50 |
| **4** | 4-inch Asphaltic Concrete Overlay | Tons | 1,130 | 62.00 | 70,060.00 | 58.00 | 65,540.00 | 66.00 | 74,580.00 | 135.00 | 152,550.00 |
| **5** | Traffic Control | LS | 1 | 5,000.00 | 5,000.00 | 91,950.00 | 91,950.00 | 11,500.00 | 11,500.00 | 5,000.00 | 5,000.00 |
| **6** | Force Account | FA | 1 | 10,000.00 | 10,000.00 | 10,000.00 | 10,000.00 | 10,000.00 | 10,000.00 | 10,000.00 | 10,000.00 |
| | | | | | | | | | | | |
| **Total of All Unit Price Bid Items** | | | | | **1,030,645.00** | | **1,047,093.00** | | **909,142.50** | | **972,000.60** |

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Grain Valley
Come Home To Opportunity

CONTRACT DOCUMENTS AND
SPECIFICATIONS

# 2021 PAVEMENT MAINTENANCE PROGRAM ASPHALTIC CONCRETE OVERLAY

## Bid 21- 01

**City of Grain Valley**
**Community Development Department**
**711 S. Main Street**
**Grain Valley, MO 64029**

**Bidder's Name and Address:**
**Phone & Fax No.**

Superior Bowen Asphalt Co.
520 W. Pennway St, Suite 300
Kansas City, MO 64108

**January 2021**

## BID GUARANTY

Attached hereto is a Bid Bond ~~Certified Check~~ from Superior Bowen Asphalt Co. (the " Bidder") in the amount of 5% of Amouont Bid Dollars ($_____), which represents no less than five percent (5%) of the total Bid and payable to the City of Grain Valley, Missouri.

The Undersigned Bidder agrees that the accompanying Bid Security shall be forfeited to and become the property of the Owner should Bidder fail or refuse within the time required by the Bidding Documents to fully execute the Agreement as required by the Bidding Documents and timely delivery of a fully executed Performance Bond and Payment Bond required by the Bidding Documents and Contract Documents.

Dated this 3rd day of February, 2021

Mathew Bowen, Vice President
Name of Bidder (typed)

By: _____
(Authorized Signature)

Printed Name: Greg Shook

Title: Secretary

Address: 520 W. Pennway St, Suite 300
Kansas City, MO 64108

ATTEST:

_____
Secretary (If Corporation)

*Affix Corporate Seal*

# BID BOND

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

---

**BIDDER (Name and Address):**
Superior Bowen Asphalt Company, LLC
520 W. Pennway, Suite #300
Kansas City, MO 64108

**SURETY (Name and Address of Principal Place of Business):**
Travelers Casualty and Surety Company of America
One Tower Square
Hartford, CT 06183

**OWNER (Name and Address):**
**City of Grain Valley, Missouri**
**711 Main Street**
**Grain Valley, MO 64029**

**PROJECT**
**Date:** February 4, 2021
**Amount:** Five Percent of the Amount Bid (5%)
**Description (Name and Location):**
**2021 Pavement Maintenance Program**
**Asphaltic Concrete Overlay**

**BOND**
**Date:** February 4, 2021
**Amount:** Five Percent of the Amount Bid (5%)

**Surety and Bidder, intending to be legally bound hereby, subject to the terms printed on the reverse side hereof, do each cause this Payment Bond to be duly executed on its behalf by its authorized officer, agent or representative.**

**BIDDER AS PRINCIPAL**
**Company:** Superior Bowen Asphalt Company, LLC **(Corp. Seal)**

**Signature:** _____
**Name and Title:** MATHEW J. BOWEN, V.P.

**SURETY**
**Company:** Travelers Casualty and Surety Company of America **(Corp. Seal)**

**Signature:** Stephen Bowen
**Name and Title:** Stephen Bowen, Attorney-In-Fact
**(Attach certified Power of Attorney)**

NOW THEREFORE, Bidder and Surety jointly and severally agree to bind themselves, their heirs, executors, administrators, successors and assigns to pay to Owner upon default of Bidder the penal sum set forth on the face of the Bond and subject to the following terms and conditions:

1. Default of Bidder shall occur upon the failure of Bidder to deliver within the time required by the Bidding Documents the executed Agreement required by the Bidding Documents and the performance and payment bonds required by the Bidding Documents and Contract Documents.

2. This obligation shall be null and void if:

   a. Owner accepts Bidder's bid and Bidder delivers within the time required by the Bidding Documents (or any extension thereof agreed to in writing by Owner) the executed Agreement required by the Bidding Documents and the performance and payment bonds required by the Bidding Documents and Contract Documents, or

   b. All bids are rejected by Owner, or

   c. Owner fails to issue a notice of award to Bidder within the time specified in the Bidding Documents (or any extension thereof agreed to in writing by Bidder.

3. Payment under this Bond will be due and payable upon default of Bidder and within ten (10) calendar days after receipt by Bidder and Surety of written notice of default from Owner.

4. Notice required hereunder shall be in writing and sent via U.S. Mail or hand delivered to both Bidder and Surety at their respective addresses shown on the face of this Bond and shall be deemed to be effective upon receipt by the party concerned.

5. Surety waives notice of and any and all defenses based on or arising out of any time extension to issue notice of award agreed to in writing by Owner and Bidder.

6. Surety shall cause to be attached to this Bond a current and effective Power of Attorney evidencing the authority of the officer, agent or representative who executed this Bond on behalf of Surety to execute, seal and deliver such Bond and bind the Surety thereby.

7. This Bond is intended to conform to all applicable laws. Any applicable requirement of any applicable law that has been omitted from this Bond shall be deemed to be included herein as if set forth at length. If any provision of the Bond conflicts with any applicable provision of any applicable law, then the provisions of said laws shall govern and the remainder of this Bond that is not in conflict therewith shall continue in full force and effect.

| Address of Owner: | Address of Bidder: | Address of Surety: |
|---|---|---|
| City of Grain Valley, Missouri<br>711 Main Street<br>Grain Valley, MO 64029 | [Insert Name and Address]<br>Superior Bowen Asphalt Company, LLC<br>520 W. Pennway, Suite #300<br>Kansas City, MO 64108 | [Insert Name and Address]<br>Travelers Casualty and Surety Company of America<br>One Tower Square<br>Hartford, CT 06183 |

TRAVELERS

**Travelers Casualty and Surety Company of America**
**Travelers Casualty and Surety Company**
**St. Paul Fire and Marine Insurance Company**

## POWER OF ATTORNEY

**KNOW ALL MEN BY THESE PRESENTS:** That Travelers Casualty and Surety Company of America, Travelers Casualty and Surety Company, and St. Paul Fire and Marine Insurance Company are corporations duly organized under the laws of the State of Connecticut (herein collectively called the "Companies"), and that the Companies do hereby make, constitute and appoint **STEPHEN S BOWEN** of **KANSAS CITY**, **Missouri**, their true and lawful Attorney-in-Fact to sign, execute, seal and acknowledge any and all bonds, recognizances, conditional undertakings and other writings obligatory 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.

**IN WITNESS WHEREOF**, the Companies have caused this instrument to be signed, and their corporate seals to be hereto affixed, this **17th** day of **January, 2019.**

State of Connecticut

City of Hartford ss.

By: _____
Robert L. Raney, Senior Vice President

On this the **17th** day of **January, 2019,** before me personally appeared **Robert L. Raney,** who acknowledged himself to be the Senior Vice President of Travelers Casualty and Surety Company of America, Travelers Casualty and Surety Company, and St. Paul Fire and Marine Insurance Company, and that he, as such, being authorized so to do, executed the foregoing instrument for the purposes therein contained by signing on behalf of said Companies by himself as a duly authorized officer.

**IN WITNESS WHEREOF,** I hereunto set my hand and official seal.

My Commission expires the **30th** day of **June, 2021**

_____
Anna P. Nowik, Notary Public

This Power of Attorney is granted under and by the authority of the following resolutions adopted by the Boards of Directors of Travelers Casualty and Surety Company of America, Travelers Casualty and Surety Company, and St. Paul Fire and Marine Insurance Company, which resolutions are now in full force and effect, reading as follows:

**RESOLVED,** that the Chairman, the President, any Vice Chairman, any Executive Vice President, any Senior Vice President, any Vice President, any Second Vice President, the Treasurer, any Assistant Treasurer, the Corporate Secretary or any Assistant Secretary may appoint Attorneys-in-Fact and Agents to act for and on behalf of the Company and may give such appointee such authority as his or her certificate of authority may prescribe to sign with the Company's name and seal with the Company's seal bonds, recognizances, contracts of indemnity, and other writings obligatory in the nature of a bond, recognizance, or conditional undertaking, and any of said officers or the Board of Directors at any time may remove any such appointee and revoke the power given him or her; and it is

**FURTHER RESOLVED,** that the Chairman, the President, any Vice Chairman, any Executive Vice President, any Senior Vice President or any Vice President may delegate all or any part of the foregoing authority to one or more officers or employees of this Company, provided that each such delegation is in writing and a copy thereof is filed in the office of the Secretary; and it is

**FURTHER RESOLVED,** that any bond, recognizance, contract of indemnity, or writing obligatory in the nature of a bond, recognizance, or conditional undertaking shall be valid and binding upon the Company when (a) signed by the President, any Vice Chairman, any Executive Vice President, any Senior Vice President or any Vice President, any Second Vice President, the Treasurer, any Assistant Treasurer, the Corporate Secretary or any Assistant Secretary and duly attested and sealed with the Company's seal by a Secretary or Assistant Secretary; or (b) duly executed (under seal, if required) by one or more Attorneys-in-Fact and Agents pursuant to the power prescribed in his or her certificate or their certificates of authority or by one or more Company officers pursuant to a written delegation of authority; and it is

**FURTHER RESOLVED,** that the signature of each of the following officers: President, any Executive Vice President, any Senior Vice President, any Vice President, any Assistant Vice President, any Secretary, any Assistant Secretary, and the seal of the Company may be affixed by facsimile to any Power of Attorney or to any certificate relating thereto appointing Resident Vice Presidents, Resident Assistant Secretaries or Attorneys-in-Fact for purposes only of executing and attesting bonds and undertakings and other writings obligatory in the nature thereof, and any such Power of Attorney or certificate bearing such facsimile signature or facsimile seal shall be valid and binding upon the Company and any such power so executed and certified by such facsimile signature and facsimile seal shall be valid and binding on the Company in the future with respect to any bond or understanding to which it is attached.

I, **Kevin E. Hughes,** the undersigned, Assistant Secretary of Travelers Casualty and Surety Company of America, Travelers Casualty and Surety Company, and St. Paul Fire and Marine Insurance 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 remains in full force and effect.

Dated this **4th** day of **February**, **2021**.

_____
Kevin E. Hughes, Assistant Secretary

***To verify the authenticity of this Power of Attorney, please call us at 1-800-421-3880.***
***Please refer to the above-named Attorney-in-Fact and the details of the bond to which this Power of Attorney is attached.***

Bid Date: Thursday, February 4, 2021

# City of Grain Valley, Missouri
# 2021 Pavement Maintenance Program
# Asphaltic Concrete Overlay
# January 29, 2021
# Addendum No. 1

## TO ALL PROSPECTIVE BIDDERS:

Informational:
The public Bid Opening will be held via Zoom Meeting. See the link below to attend.
Join Zoom Meeting

https://us02web.zoom.us/j/86409355834?pwd=S09ndG1aQkFTY0JhQTExR3NPaENXZz09

Meeting ID: 864 0935 5834

Passcode: 878164

Dial in number: (312) 626-6799

Pre-Bid Meeting:
A Pre-Bid Meeting was held on January 28, 2021. The Minutes from the meeting are attached.

Bid Opening:
Bid Opening date remains the same Thursday, February 4, 2021 at 2:00 pm

Bid Changes:
The bid form has been revised and Attached to this addendum. The change includes a deductive alternate to use the millings for recycling.

The undersigned hereby acknowledges receipt of this addendum.

**PLEASE ATTACH THIS EXECUTED ADDENDUM TO YOUR BID.**

Superior Bowen Asphalt Co.
Company Name

David Wilson
Signature

Estimator
Title

520 W. Pennway St, Suite 300
Address

Kansas City, MO 64108
City, State, Zip Code

816.921.8200
Phone Number

**ADDENDUM NUMBER 1**
**REVISED BID SHEET**

**ARTICLE 5 - BASIS OF BID**

5.01 Bidder will complete the Work in accordance with the Contract Documents for the following price(s):

## Project 1-Asphaltic Concrete Overlay

| Item No. | Description | Units | Quantity | Unit Price | Extension |
|---|---|---|---|---|---|
| 1 | 2-Inch Cold Milling | SY | 56,270 | 1.75 | 98,472.50 |
| 2 | 4-Inch Cold Milling | SY | 12,840 | 3.50 | 44,940.00 |
| 3 | 2-Inch Asphaltic Concrete Overlay | Tons | 11,350 | 59.00 | 669,650.00 |
| 4 | 4-Inch Asphaltic Concrete Overlay | Tons | 1,130 | 66.00 | 74,580.00 |
| 5 | Traffic Control | LS | 1 | 11,500.00 | 11,500.00 |
| 6 | Force Account (Set) | 1 | FA | $10,000.00 | $10,000.00 |
| **Total Amount of Base Bid** | | | | | 909,142.50 |

909,142.50

**Total Amount of Bid for Project (Typed or Written)**

Superior Bowen Asphalt Co.

**Firm Name**

| | | | | |
|---|---|---|---|---|
| Deduct-1 | Millings Recycled | Tons | TBD | [redacted] |

**The City reserves the right to adjust quantities for budget purposes**

**ARTICLE 8 - BID SUBMITTAL**

BIDDER: *[Indicate correct name of bidding entity]*

Superior Bowen Asphalt Co.

By:
*[Signature]* 

*[Printed name]* Mathew Bowen, 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 Wilson

Title: Estimator

Submittal Date: 02.04.2021

Address for giving notices:

520 W. Pennway St, Suite 300

Kansas City, MO 64108

Telephone Number: 816.921.8200

Fax Number: 816.912.3224

Contact Name and e-mail address: David Wilson, dwilson@superiorbowen.com

Bidder's License No.:

*(where applicable)*

**City of Grain Valley, Missouri**
711 Main ◊ Grain Valley, MO 64029
Phone: (816) 847-6222 ◊ Fax: (816) 847-6209

**2021 PAVEMENT MAINTENANCE PROGRAM**
**ASPHALTIC CONCRETE OVERLAY**

**BIDDER'S AFFIDAVIT**

STATE OF Missouri )ss:
COUNTY OF Clay

I Mathew Bowen (Name}, representing Superior Bowen Asphalt Co. (Name of Bidder), (hereinafter "the Bidder") upon oath depose and state that neither the Bidder nor anyone in Bidder's employment has employed any person to solicit or procure this Contract nor will any agent, representative, employee, servant, officer, director, manager or member of Bidder make any payment or agreement for payment of any compensation in connection with the procurement of this Contract.

I further depose and state that no part of the Contract Price was paid or will be paid to any person, corporation, firm, association, or other organization for soliciting the Contract, other than the payment of their normal compensation to persons regularly employed by the Bidder whose services in connection with the construction of the public building or project were in the regular course of their duties for the Bidder.

I further depose and state that the Bid is genuine and not collusive or sham; that said Bidder has not colluded, conspired, connived, or agreed, directly or indirectly, with any Bidder or person, to put in a sham bid or to refrain from bidding, and has not in any manner, directly or indirectly, sought by agreement, or collusion, or communication, or conference with any person to fix the bid price of Bidder or of any other Bidder, and that all statements in said Bid are true.

I further depose and state that Bidder has and will continue to comply with any Affirmative Action Plan and Disadvantaged Business Enterprise Plan of the City of Grain Valley, Missouri, as well as all Ordinances and directives of the City referring to the participation of Small, Disadvantaged, Women owned and Minority Businesses applicable to this Bid and the Contract to be awarded through this Bidding Process.

I further depose and state that the undersigned, the Bidder, and all, officers, directors, employees and agents of Bidder and all Subcontractors and Suppliers Bidder intends to use if awarded the Contract, are not currently debarred or suspended from bidding on contracts with any governmental entity or agency, nor are any such persons or companies proposed to be debarred or suspended from bidding on such contracts, nor have any such persons or companies been excluded from participating in the Contract to be awarded through this bid process by any federal, state or local governmental entity or agency.

I further depose and state that neither the Bidder, nor any person who is an agent, representative, employee, servant, officer, director, manager or member of the Bidder has offered, gave, or agreed to give any employee or former employee of the City, any gratuity, payment or gift in connection with any decision, approval, disapproval, or recommendation, influencing the content of any specification or procurement standard, rendering of advice, investigation, auditing, or in any other advisory capacity in any proceeding or application, request for filing, determination, claim or controversy, or other particular matter, pertaining to any program requirement or a contract or subcontract, or to any solicitation or proposal therefore.

I further depose and state that Bidder has not received any payment or gratuity from a Subcontractor or Supplier, as an inducement for the award of a subcontract or a purchase order.

The undersigned further warrants that he or she has the authority to execute this affidavit on behalf of the Bidder.

Signature Mathew Bowen, Vice President

, before me, a Notary Public, personally appeared Mathew Bowen

to me known to be the person who executed the within Bidder's Affidavit, and acknowledged to me that he/she executed the same for the purposes therein stated.

Notary Public David Wilson

David R Wilson
Notary Public-Notary Seal
STATE OF MISSOURI
Commissioned for Clay County
My Commission Expires: 6/23/2023
ID. #19079921

My commission expires:

06.23.2023

**AFFIDAVIT of COMPLIANCE**

**(Section 285.530.2, Revised Statutes of Missouri)**

State of Missouri

) ss:

County of Clay )

Now this 3rd day of Feb–, 2021 the undersigned being first duly sworn, deposes and says:

1. I am more than 18 years of age.

2. I make this affidavit from my personal knowledge of the facts stated herein or upon information and facts available to me as a duly authorized owner, partner, corporate, or LLC officer or Human Relations Director of Superior Bowen Asphalt Co. ("Contractor").

3. I am authorized to make this affidavit on behalf of Contractor.

4. I state and affirm that Contractor is enrolled and is currently participating in E-Verify, a federal work authorization program or another equivalent electronic verification of work authorization program operated by the United States Department of Homeland Security under the Immigration Reform and Control Act of 1986.

5. Further, Contractor does not knowingly employ any person who is an unauthorized alien.

6. Further, Contractor has performed an electronic verification check as described above on all workers hired since January 1, 2009 or obtained documents required for completion of a Federal 1-9 form before it began participating in E-Verify.

7. Attached to this affidavit is a true and accurate copy of Contractor's Memorandum of Understanding with the United States concerning the use of E-Verify.

I certify under penalty of perjury that the statements above are complete, true and accurate to the best of my knowledge and belief.

Authorized Agent, Partner, Owner or Officer

Mathew Bowen

Printed Name

Vice President

Title

If Contractor has a Human Relations Director or equivalent that person must sign as an affiant as well.

I certify under penalty of perjury that the statements above are complete, true and accurate to the best of my knowledge and belief.

Jenna Henderson

Human Relations Director

Jenna Henderson

Printed Name

Vice President of Human Resources and EEO Officer

Title

Subscribed and sworn to before me this 3rd day of February, 2021

David R. Wilson

Notary Public David Wilson

My commission expires:

06.23.2023

David R Wilson
Notary Public-Notary Seal
STATE OF MISSOURI
Commissioned for Clay County
My Commission Expires: 6/23/2023
ID. #19079921

This form is promulgated pursuant to 15CSR 60-15.020. Use of this form is not required but the Attorney General has deemed this affidavit sufficient in form to satisfy the requirements of section 285.540 RSMo., Supp. 2008.

## List of Subcontractors

| Subcontractor | Type of Work |
|---|---|
| Streetwise | Traffic Control |
| | |
| | |
| | |
| | |
| | |

## List of Suppliers

| Subcontractor | Type of Work |
|---|---|
| Martin Marietta | Limestone Aggregate |
| Holliday Sand | Natural Sand |
| Phillips 66 | Asphaltic Cement |
| Vance Brothers | Tack Coat |
| | |
| | |

# EQUIPMENT QUESTIONNAIRE

The undersigned hereby represents that he proposes to perform the work in the following manner and with the following equipment:

a. The work, if awarded, will have the personal supervision of whom?
Eric Vaught

b. List below the equipment that will be used or is available for use on this contract.

| QUANTITY ITEM | DESCRIPTION, SIZE, CAPACITY, ETC. | CONDITION | YEARS OF SERVICE | PRESENT LOCATION |
|---|---|---|---|---|
| All necessary equipment to perform the work is owned by Superior Bowen. | | | | |
| A detailed list will be provided upon request. | | | | |
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Attach additional sheets if required.

# LIST OF CONTRACTS ON HAND

| LOCATION | TYPE OF WORK/CONTRACTING AGENCY | CONTRACT PRICE | DATE | % COMPLETE |
|---|---|---|---|---|
| Belton, City of | Street Repairs | 4,138,910 | 4/7/2020 | 100 |
| Prairie Village, City | Asphalt and Concrete | 2,750,000 | 1/29/2021 | 0 |
| Olathe, City of | 2021 Olathe Local (Milling & Asphalt) | 1,100,000 | 2/2/2021 | 0 |
| MoDOT - Rte 12 | Milling & Asphalt) | 1,268,980 | 12/3/2020 | 0 |
| MoDOT - Rte 78 | Milling & Asphalt) | 2,392,908 | 1/6/2021 | 0 |
| | | | | |
| | Additional contracts will be provided upon request | | | |
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Attach additional sheets if required.

E-Verify

Company ID Number: 181510

## THE E-VERIFY PROGRAM FOR EMPLOYMENT VERIFICATION MEMORANDUM OF UNDERSTANDING

## ARTICLE I

## PURPOSE AND AUTHORITY

This Memorandum of Understanding (MOU) sets forth the points of agreement between the Department of Homeland Security (DHS) and **Superior Bowen Asphalt Company LLC** (Employer) regarding the Employer's participation in the Employment Eligibility Verification Program (E-Verify). This MOU explains certain features of the E-Verify program and enumerates specific responsibilities of DHS, the Social Security Administration (SSA), and the Employer. E-Verify is a program that electronically confirms an employee's eligibility to work in the United States after completion of the Employment Eligibility Verification Form (Form I-9). For covered government contractors, E-Verify is used to verify the employment eligibility of all newly hired employees and all existing employees assigned to Federal contracts.

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). Authority for use of the E-Verify program by Federal contractors and subcontractors covered by the terms of Subpart 22.18, "Employment Eligibility Verification", of the Federal Acquisition Regulation (FAR) (hereinafter referred to in this MOU as a "Federal contractor") to verify the employment eligibility of certain employees working on Federal contracts is also found in Subpart 22.18 and in Executive Order 12989, as amended.

## ARTICLE II

## FUNCTIONS TO BE PERFORMED

### A. RESPONSIBILITIES OF SSA

1. SSA agrees to provide the Employer with available information that allows the Employer to confirm the accuracy of Social Security Numbers provided by all employees verified under this MOU and the employment authorization of U.S. citizens.

2. SSA agrees to provide to the Employer appropriate assistance with operational problems that may arise during the Employer's participation in the E-Verify program. SSA agrees to provide the Employer with names, titles, addresses, and telephone numbers of SSA representatives to be contacted during the E-Verify process.

3. SSA agrees to safeguard the information provided by the Employer through the E-Verify program procedures, and to limit access to such information, as is appropriate by law, to individuals responsible for the verification of Social Security Numbers and for evaluation of the E-Verify program 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).

E-Verify

Company ID Number: 181510

**Information relating to the Program Administrator(s) for your Company on policy questions or operational problems:**

| | | | |
|---|---|---|---|
| Name: | **Greg D Shook** | | |
| Telephone Number: | **(816) 765 - 1313** | Fax Number: | **(816) 765 - 0945** |
| E-mail Address: | **gdshook@superiorbowen.com** | | |
| Name: | **Cari B Alford** | | |
| Telephone Number: | **(816) 765 - 1313** | Fax Number: | **(816) 765 - 0945** |
| E-mail Address: | **cbalford@superiorbowen.com** | | |

E-Verify

Welcome
Heather Wiesler

Company
Superior Bowen Asphalt Company

User ID
HWIE0057

≡ MENU

## Company Information

**Company Name**
Superior Bowen Asphalt Company

**Company ID Number**
181510

**Doing Business As (DBA) Name**
Superior Bowen Asphalt Company

**DUNS Number**
--

**Physical Location**

**Address 1**
520 W Pennway St, Ste 300

**Address 2**
--

**City**
Kansas City

**State**
MO

**Zip Code**
64108

**County**
JACKSON

**Mailing Address**

**Address 1**
520 W Pennway St, Ste 300

**Address 2**
--

**City**
Kansas City

**State**
MO

**Zip Code**
64108

**Additional Information**

**Employer Identification Number**
431861896

**Total Number of Employees**
100 to 499

**Parent Organization**
Superior Bowen Asphalt Company

**Administrator**
--

**Organization Designation**

**Employer Category**
Federal Contractor without FAR E-Verify Clause

View / Edit

**NAICS Code**
237 - HEAVY AND CIVIL ENGINEERING CONSTRUCTION

View / Edit

**Total Hiring Sites**
1

View / Edit

**Total Points of Contact**
2

View / Edit

**View Original MOU Template**

View MOU

Last Login: 12/10/2020 12:07 PM

U.S. Department of Homeland Security U.S. Citizenship and Immigration Services

Enable Permanent Tooltips Accessibility Download Viewers

**Company ID Number:** 181510

# 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 the Superior Bowen Asphalt Company (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 antidiscrimination 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@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:** 181510

## Approved by:

| **Employer**<br>Superior Bowen Asphalt Company | |
|---|---|
| Name (Please Type or Print)<br>Greg D Shook | Title |
| Signature<br>Electronically Signed | Date<br>01/16/2009 |
| **Department of Homeland Security – Verification Division** | |
| Name (Please Type or Print)<br>USCIS Verification Division | Title |
| Signature<br>Electronically Signed | Date<br>01/16/2009 |

**Company ID Number:** 181510

| Information Required for the E-Verify Program<br>**Information relating to your Company:** | |
|---|---|
| Company Name | Superior Bowen Asphalt Company |
| Company Facility Address | 520 W Pennway St, Ste 300<br>Kansas City, MO 64108 |
| Company Alternate Address | 520 W Pennway St, Ste 300<br>Kansas City, MO 64108 |
| County or Parish | JACKSON |
| Employer Identification Number | 431861896 |
| North American Industry Classification Systems Code | 237 |
| Parent Company | Superior Bowen Asphalt Company |
| Number of Employees | 100 to 499 |
| Number of Sites Verified for | 1 |

**Company ID Number:** 181510

**Are you verifying for more than 1 site? If yes, please provide the number of sites verified for in each State:**

| | |
|---|---|
| MISSOURI | 1 site(s) |

**Company ID Number:** 181510

## Information relating to the Program Administrator(s) for your Company on policy questions or operational problems:

| | |
|---|---|
| Name | Cari B Alford |
| Phone Number | (816) 921 - 8200 |
| Fax Number | (816) 912 - 3224 |
| Email Address | cbalford@superiorbowen.com |

| | |
|---|---|
| Name | Greg D Shook |
| Phone Number | (816) 765 - 1313 |
| Fax Number | (816) 765 - 0945 |
| Email Address | gdshook@superiorbowen.com |

| CITY OF GRAIN VALLEY<br>BOARD OF ALDERMEN AGENDA ITEM | | |
|---|---|---|
| **MEETING DATE** | 03/08/2021 | |
| **BILL NUMBER** | R21-20 | |
| **AGENDA TITLE** | **A RESOLUTION BY THE BOARD OF ALDERMEN OF THE CITY OF GRAIN VALLEY, MISSOURI AUTHORIZING THE CITY ADMINISTRATOR TO ENTER INTO AN AGREEMENT WITH QUALITY CUSTOM CONSTRUCTION FOR CONCRETE SERVICES** | |
| **REQUESTING DEPARTMENT** | COMMUNITY DEVELOPMENT DEPARTMENT | |
| **PRESENTER** | Mark Trosen, Community Development Director | |
| **FISCAL INFORMATION** | Cost as recommended: | $190,000.00 |
| | Budget Line Item: | 210-88-79915 - $162,857.50<br>210-55-76470 - $27,142.50 |
| | Balance Available | 210-88-79915 – $172,857.50<br>210-55-76470 - $40,000.00 |
| | New Appropriation Required: | [ ] Yes [X ] No |
| **PURPOSE** | To complete the 2021 concrete repairs and replacements in conjunction with the pavement maintenance asphalt overlay program | |
| **BACKGROUND** | Quality Custom Construction has a pre-existing contract with the City of Lee's Summit and will honor the competitive pricing as they have the past two years for the City of Grain Valley | |
| **SPECIAL NOTES** | None | |
| **ANALYSIS** | None | |
| **PUBLIC INFORMATION PROCESS** | N/A | |

| | |
|---|---|
| **BOARD OR COMMISSION RECOMMENDATION** | N/A |
| **DEPARTMENT RECOMMENDATION** | Staff Recommends Approval |
| **REFERENCE DOCUMENTS ATTACHED** | Resolution, Memorandum, Bid pricing and contract |

**CITY OF GRAIN VALLEY** **STATE OF MISSOURI**

***March 8, 2021***

RESOLUTION NUMBER
***R21-20***

**A RESOLUTION BY THE BOARD OF ALDERMEN OF THE CITY OF GRAIN VALLEY, MISSOURI AUTHORIZING THE CITY ADMINISTRATOR TO ENTER INTO AN AGREEMENT WITH QUALITY CUSTOM CONSTRUCTION FOR CONCRETE SERVICES**

**WHEREAS,** the Board of Aldermen adopted Resolution 06-28 establishing purchasing procedures for the City of Grain Valley, Missouri; and

**WHEREAS,** the Board of Aldermen are committed to providing its community with safe and reliable infrastructure and improving substandard infrastructure in the most cost-effective manner possible; and

**WHEREAS,** the Board of Aldermen authorized in the 2020 budget, funding for the City Administrator to execute an agreement with Infrastructure Management Services (IMS) LLC to provide a Pavement Management Analysis Report for all city streets; and

**WHEREAS,** the Board of Aldermen adopted Ordinance 2528 establishing the budget for Fiscal Year 2021 on November 23, 2020, appropriating funds for road improvements, and repairs; and

**WHEREAS,** Quality Custom Construction has a existing competitive bid with the City of Lee's Summit that The City of Grain Valley can utilize

**NOW THEREFORE, BE IT RESOLVED** by the Board of Aldermen of the City of Grain Valley, Missouri as follows:

**SECTION 1:** The City Administrator is authorized to enter into an agreement with Quality Custom Construction for concrete services.

*PASSED and APPROVED, via voice vote, (____-____) this 8th Day of March, 2021.*

_____
Chuck Johnston
Mayor

ATTEST:

_____
Jamie Logan
City Clerk

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# MEMORANDUM

**TO:** MARK TROSEN, DIRECTOR OF COMMUNITY DEVELOPMENT

**FROM:** PATRICK MARTIN, MAINTENANCE SUPERINTENDENT

**SUBJECT:** 2021 CONCRETE REPAIRS AND REPLACEMENTS

**DATE:** FEBUARY 23RD, 2021

As a part of the annual Capital Improvements Program the City of Grain Valley annually completes road repairs including asphalt and concrete improvements. The concrete portion consists of repairing and replacing damaged curbs for better drainage and less hazards on the roadway. Also, part of the program is to improve sidewalks on the roads being repaired. The sidewalk replacements consist of removing tripping hazards and installing proper ADA ramps to ensure safe pedestrian paths.

In continuing our search for reducing costs associated with improvements and maintenance, staff recommends teaming again with Lee's Summit on a concrete maintenance contract. Like last season, Grain Valley will again benefit from lower concrete bid cost due to the economy of scale.

Under this agreement Lee's Summit has bid concrete maintenance items and renewed its contract with Quality Custom Concrete as the best bidder for concrete repairs and replacements. The selected contractor will extend all contractual prices and warranties associated with their current bid to the City of Grain Valley. The City would be responsible for inspections and overseeing the replacements.

The roads for concrete maintenance will primarily be the ones getting completed with the asphalt overlay program. The City will be also completing additional concrete items as a part of our routine maintenance program.

# LEE'S SUMMIT
MISSOURI

INTEROFFICE MEMORANDUM

## CONTRACT DOCUMENT

DATE: January 17, 2020

TO: Key Purchasing Personnel

FROM: Purchasing Division

RE: Concrete/Curb/Street
Bid 2019-014/1R

| | |
|---|---|
| Vendor | Quality Custom Construction<br>9707 S Corn Road<br>Lone Jack, MO 64070 |
| Phone & Fax | PH: 816-697-3232<br>FAX: 816-696-3232<br>Cell: 913-208-8233 |
| Contact Person | Ed Lipowicz |
| Ordering Instructions | ○ Using Department to enter a requisition in the Lawson System for a Purchase Order to be issued.<br>○ Requisition must include each item as a separate line item.<br>○ Invoices will be paid against Lawson System Receiver and Purchase Order. |
| Terms/Discounts | Net 30 |
| Delivery | Destination |
| Pricing | See Attached Pricing Sheet |
| Response Time | As specified |
| Effective Dates | April 1, 2020 through March 31, 2021 |

cc: Bid File- Original memo
Intranet

LEE'S SUMMIT
MISSOURI

**NOTICE TO PROCEED - RENEWAL**

January 17, 2020

Mr. Ed Lipowicz
Quality Custom Construction
9707 S Corn Road
Lone Jack, MO 64070

RE: Renewal of Yearly Contract for Concrete Flatwork, Curb Replacement and Street Repair
Bid 2019-014/1R

Dear Mr. Lipowicz:

I am pleased to inform you the above referenced contract has been renewed with your company. The contract period will be April 1, 2020 through March 31, 2021, with three (3) possible renewal periods. A copy of the contract documents is enclosed.

The using departments will place orders with your company using a Purchase Order number. This Purchase Order number must be referenced on all invoices, delivery tickets, and all associated paperwork.

To ensure prompt payment, all invoices must be sent to Accounts Payable at ap@cityofls.net, via fax at 816-969-1113, or by US Mail to Attention Accounts Payable, City of Lee's Summit, 220 S.E. Green Street, Lee's Summit, MO 64063. Payment will be made within 30 days after receipt of the invoice.

I look forward to doing business with your company during this contract period. Please do not hesitate to contact me if any questions or concerns arise at 816-969-1087.

Thank you,

DeeDee Tschirhart, CPPB
Senior Procurement Officer

cc: Bid file
Accounts Payable

**LEE'S SUMMIT**
MISSOURI

**BID # 2019-014**
**RENEWAL 2019-014/1R**

THIS RENEWAL CONTRACT, made this 17th day of January 2020, is herein called Yearly Contract for Concrete Flatwork, Curb Replacement and Street Repair Services between the City of Lee's Summit, Missouri, a Missouri Constitutional Charter City, by and through the Lee's Summit Parks and Recreation Board (hereinafter "City") and Quality Custom Construction, Inc., (hereinafter "Supplier").

WHEREAS, City has caused to be prepared, an Invitation for Bid, General Terms and Conditions, Special Conditions and/or Specifications, for Term and Supply Contract and any special bid clauses/addenda listed under Special Attachments below (hereinafter "Contract Documents"), said contract documents setting forth such equipment, supplies, labor and/or services to be furnished as therein fully described; and

WHEREAS, Supplier did on the 5th day of October, 2018, file with City their Bid to furnish such equipment, supplies, labor and/or services, as specified; and

WHEREAS, the aforementioned documents adequately and clearly describe the terms and conditions upon which the Supplier is to furnish such equipment, supplies, labor and/or services as specified, IT IS AGREED,

1. The City of Lee's Summit, Missouri, acting through its Procurement and Contract Services Manager does hereby accept, with modifications, if any, the Bid of Supplier.

2. The Supplier's response to Bid No. 2019-014 is hereby incorporated by reference as if fully set forth herein and the City's Contract Documents become the agreement and contract between the parties hereto; that both parties hereby accept and agree to the terms and conditions of said bid documents, and that the parties are bound thereby and that the compensation to be paid the Supplier is as set forth in the Supplier's Bid. In the event of a conflict between the Supplier's Bid and the City's Contract Documents, the City's Contract Documents shall control. Items not awarded, if any, have been deleted.

3. Services shall only be provided after receipt of a written request or order from the City after the Department Head for the Department requesting the services, or his/her designee, has determined that budgeted funds are available to cover the cost of the services.

4. That this Renewal Contract shall be effective on the 1st day of April 2020. Contract period from April 1, 2020 to March 31, 2021. The City may, at its option, renew the Contract for up to three (3) additional one-year contract periods by giving written notice to the supplier. Any increase in cost at the beginning of each renewal period will be limited to that allowed per Bid # 2019-014; section 2.1; Renewal Option. All pricing identified on the pricing page shall be in effect for the stated contractual period.

5. No financial obligation shall accrue against the City until Supplier makes delivery pursuant to order of the City Manager.

6. This Renewal Contract may be terminated by either party upon sixty (60) days prior notice in writing to the other party. The City may terminate this contract immediately, under breach of contract, if the Supplier fails to perform in accordance with the terms and conditions as referenced to and incorporated above. In the event of any termination of contract by the Supplier, the City may purchase such supplies and/or services similar to those so terminated, and for the duration of the contract period the Supplier will be liable for all costs in excess of the established contract pricing.

7. The City is exercising the option of renewing this Contract for the 1st renewal period, based on performance, quality of work and service and the acceptance of the agreed upon 2.1% price increase above the original bid pricing for this renewal period submitted by Supplier.

8. The Parties agree that this Agreement may be signed in two or more counterparts and/or signed electronically, and all such counterparts together shall constitute one and the same agreement; such signatures shall bind the signing party in the same manner as if a handwritten signature had been delivered.

Special Attachments: Renewal Pricing Sheet(s), Insurance Requirements, General Terms & Conditions

1/17/2020
Stephen A. Arbo, City Manager — Date

Quality Custom Construction
Company Name

Company Authorized Signature

President — 1-11-2020
Title — Date

Edmund R. Lipowicz IV
Type or Print the Name of Authorized Person

ATTESTED:
Office of the City Clerk

READ AND APPROVED:
1-14-20
Joe Snook, Administrator of Parks & Recreation

APPROVED AS TO FORM:
Office of the City Attorney

APPROVED AS TO FORM:
Jackie McCormick Heanue

RENEWAL PRICING SHEET FOR BID NO. 2019-014/1R

| ITEM | DESCRIPTION | EST QTY | UNIT | UNIT PRICE |
|---|---|---|---|---|
| SECTION 1: Concrete Curb Edging- New 12" H x 6" W | | | | |
| 4.1 | Concrete Curb Edging- New 12" H x 6" W | 1-100 | L.F. | $ 13.30 |
| 4.2 | Concrete Curb Edging- New 12" H x 6" W | 101-200 | L.F. | $ 13.30 |
| 4.3 | Concrete Curb Edging- New 12" H x 6" W | 201-500 | L.F. | $ 11.83 |
| 4.4 | Concrete Curb Edging- New 12" H x 6" W | 501-750 | L.F. | $ 11.14 |
| 4.5 | Concrete Curb Edging- New 12" H x 6" W | 751-1000 | L.F. | $ 10.83 |
| 4.6 | Concrete Curb Edging- New 12" H x 6" W | 1001-2000 | L.F. | $ 10.35 |
| SECTION 2: Concrete Curb Edging- Replacement 12"Hx6"W | | | | |
| 4.7 | Concrete Curb Edging- Replacement 12"Hx6"W | 1-100 | L.F. | $ 23.88 |
| 4.8 | Concrete Curb Edging- Replacement 12"Hx6"W | 101-200 | L.F. | $ 20.75 |
| 4.9 | Concrete Curb Edging- Replacement 12"Hx6"W | 201-500 | L.F. | $ 18.01 |
| 4.10 | Concrete Curb Edging- Replacement 12"Hx6"W | 501-750 | L.F. | $ 17.38 |
| 4.11 | Concrete Curb Edging- Replacement 12"Hx6"W | 751-1000 | L.F. | $ 16.85 |
| 4.12 | Concrete Curb Edging- Replacement 12"Hx6"W | 1001-2000 | L.F. | $ 16.64 |
| SECTION 3: Concrete Curb Edging- New 6"x12"wide | | | | |
| 4.13 | Concrete Curb Edging- New 6"x12"wide | 1-100 | L.F. | $ 11.63 |
| 4.14 | Concrete Curb Edging- New 6"x12"wide | 101-200 | L.F. | $ 11.14 |
| 4.15 | Concrete Curb Edging- New 6"x12"wide | 201-500 | L.F. | $ 10.50 |
| 4.16 | Concrete Curb Edging- New 6"x12"wide | 501-750 | L.F. | $ 10.29 |
| 4.17 | Concrete Curb Edging- New 6"x12"wide | 751-1000 | L.F. | $ 9.98 |
| 4.18 | Concrete Curb Edging- New 6"x12"wide | 1001-2000 | L.F. | $ 9.98 |
| SECTION 4: Concrete Curb Edging- Replace 6"x12"wide | | | | |
| 4.19 | Concrete Curb Edging- Replace 6"x12"wide | 1-100 | L.F. | $ 23.08 |
| 4.20 | Concrete Curb Edging- Replace 6"x12"wide | 101-200 | L.F. | $ 21.85 |
| 4.21 | Concrete Curb Edging- Replace 6"x12"wide | 201-500 | L.F. | $ 20.67 |
| 4.22 | Concrete Curb Edging- Replace 6"x12"wide | 501-750 | L.F. | $ 20.45 |
| 4.23 | Concrete Curb Edging- Replace 6"x12"wide | 751-1000 | L.F. | $ 20.02 |
| 4.24 | Concrete Curb Edging- Replace 6"x12"wide | 1001-2000 | L.F. | $ 19.49 |
| SECTION 5: CG-1 Curbing – New | | | | |
| 4.25 | CG-1 Curbing - New | 1-100 | L.F. | $ 27.56 |
| 4.26 | CG-1 Curbing - New | 101-200 | L.F. | $ 22.42 |
| 4.27 | CG-1 Curbing - New | 201-500 | L.F. | $ 19.38 |
| 4.28 | CG-1 Curbing - New | 501-750 | L.F. | $ 18.84 |
| 4.29 | CG-1 Curbing - New | 751-1000 | L.F. | $ 18.01 |
| 4.30 | CG-1 Curbing - New | 1001-2000 | L.F. | $ 16.16 |
| SECTION 6: CG-1 Replacement | | | | |
| 4.31 | CG-1 Replacement | 1-100 | L.F. | $ 35.01 |
| 4.32 | CG-1 Replacement | 101-200 | L.F. | $ 33.24 |
| 4.33 | CG-1 Replacement | 201-500 | L.F. | $ 31.34 |
| 4.34 | CG-1 Replacement | 501-750 | L.F. | $ 27.84 |
| 4.35 | CG-1 Replacement | 751-1000 | L.F. | $ 26.87 |
| 4.36 | CG-1 Replacement | 1001-2000 | L.F. | $ 24.84 |
| SECTION 7: CG-2 Curbing – New | | | | |
| 4.37 | CG-2 Curbing - New | 1-100 | L.F. | $ 27.41 |
| 4.38 | CG-2 Curbing - New | 101-200 | L.F. | $ 19.97 |
| 4.39 | CG-2 Curbing - New | 201-500 | L.F. | $ 19.32 |
| 4.40 | CG-2 Curbing - New | 501-750 | L.F. | $ 17.35 |
| 4.41 | CG-2 Curbing - New | 751-1000 | L.F. | $ 17.19 |
| 4.42 | CG-2 Curbing - New | 1001-2000 | L.F. | $ 16.70 |

| SECTION 8: CG-2 Replacement | | | | |
|---|---|---|---|---|
| 4.43 | CG-2 Replacement | 1-100 | L.F. | $ 36.51 |
| 4.44 | CG-2 Replacement | 101-200 | L.F. | $ 32.23 |
| 4.45 | CG-2 Replacement | 201-500 | L.F. | $ 31.69 |
| 4.46 | CG-2 Replacement | 501-750 | L.F. | $ 30.09 |
| 4.47 | CG-2 Replacement | 751-1000 | L.F. | $ 28.06 |
| 4.48 | CG-2 Replacement | 1001-2000 | L.F. | $ 24.79 |
| SECTION 9: Concrete Steps – New price based on square footage of stair tread | | | | |
| 4.49 | Concrete Steps – New price - sq ft of stair tread | 1-200 | Tread Ft. | $ 75.49 |
| 4.50 | Concrete Steps – New price - sq ft of stair tread | 201-1000 | Tread Ft. | $ 72.92 |
| 4.51 | Concrete Steps – New price - sq ft of stair tread | 1001-4,000 | Tread Ft. | $ 65.54 |
| 4.52 | Concrete Steps – New price - sq ft of stair tread | 4,001-6,000 | Tread Ft. | $ 60.18 |
| 4.53 | Concrete Steps – New price - sq ft of stair tread | 6,001-8,000 | Tread Ft. | $ 59.00 |
| 4.54 | Concrete Steps – New price - sq ft of stair tread | 8,001-10,000 | Tread Ft. | $ 57.83 |
| 4.55 | Concrete Steps – New price - sq ft of stair tread | 10,000 & up | Tread Ft. | $ 54.83 |
| SECTION 10: Concrete Steps – Replacement price based on square footage of stair tread | | | | |
| 4.56 | Concrete Steps – Replace price - sq ft of stair tread | 1-200 | Tread Ft. | $ 79.46 |
| 4.57 | Concrete Steps – Replace price - sq ft of stair tread | 201-1000 | Tread Ft. | $ 77.20 |
| 4.58 | Concrete Steps – Replace price - sq ft of stair tread | 1001-4,000 | Tread Ft. | $ 73.09 |
| 4.59 | Concrete Steps – Replace price - sq ft of stair tread | 4,001-6,000 | Tread Ft. | $ 70.67 |
| 4.60 | Concrete Steps – Replace price - sq ft of stair tread | 6,001-8,000 | Tread Ft. | $ 68.63 |
| 4.61 | Concrete Steps – Replace price - sq ft of stair tread | 8,001-10,000 | Tread Ft. | $ 62.32 |
| 4.62 | Concrete Steps – Replace price - sq ft of stair tread | 10,000 & up | Tread Ft. | $ 55.04 |
| SECTION 11: Concrete Flat Work-New-Broom Finish-Pour finish and saw cut only (forming, reinforcement placement, concrete and all other related materials will be furnished by the City) | | | | |
| 4.63 | Concrete Flat Work-New-Broom/Pour finish. Saw cut. | 1-200 | Sq.Ft. | $ 6.52 |
| 4.64 | Concrete Flat Work-New-Broom/Pour finish. Saw cut. | 201-1000 | Sq.Ft. | $ 6.27 |
| 4.65 | Concrete Flat Work-New-Broom/Pour finish. Saw cut. | 1001-4,000 | Sq.Ft. | $ 4.39 |
| 4.66 | Concrete Flat Work-New-Broom/Pour finish. Saw cut. | 4,001-6,000 | Sq.Ft. | $ 2.78 |
| 4.67 | Concrete Flat Work-New-Broom/Pour finish. Saw cut. | 6,001-8,000 | Sq.Ft. | $ 2.36 |
| 4.68 | Concrete Flat Work-New-Broom/Pour finish. Saw cut. | 8,001-10,000 | Sq.Ft. | $ 2.30 |
| 4.69 | Concrete Flat Work-New-Broom/Pour finish. Saw cut. | 10,000 & up | Sq.Ft. | $ 2.25 |
| SECTION 12: Concrete Flat Work-New-Trowel Finish-Pour finish and saw cut only (forming, reinforcement placement, concrete and all other related materials will be furnished by the City) | | | | |
| 4.70 | Concrete Flat Work-New-Trowel/Pour finish. Saw cut. | 1-200 | Sq.Ft. | $ 7.07 |
| 4.71 | Concrete Flat Work-New-Trowel/Pour finish. Saw cut. | 201-1000 | Sq.Ft. | $ 6.53 |
| 4.72 | Concrete Flat Work-New-Trowel/Pour finish. Saw cut. | 1001-4,000 | Sq.Ft. | $ 3.88 |
| 4.73 | Concrete Flat Work-New-Trowel/Pour finish. Saw cut. | 4,001-6,000 | Sq.Ft. | $ 2.25 |
| 4.74 | Concrete Flat Work-New-Trowel/Pour finish. Saw cut. | 6,001-8,000 | Sq.Ft. | $ 1.93 |
| 4.75 | Concrete Flat Work-New-Trowel/Pour finish. Saw cut. | 8,001-10,000 | Sq.Ft. | $ 1.88 |
| 4.76 | Concrete Flat Work-New-Trowel/Pour finish. Saw cut. | 10,000 & up | Sq.Ft. | $ 1.50 |
| SECTION 13: Ramps | | | | |
| 4.77 | ADA Ramp – New (concrete portion only) | Each | Sq.Ft. | $ 10.50 |
| 4.78 | ADA Ramp – Replacement ( concrete portion only) | Each | Sq.Ft. | $ 12.69 |
| 4.79 | ADA Detectable Surface – Cast In Place Panels | Each | Sq.Ft. | $ 44.36 |
| 4.80 | ADA Detectable Surface – Grouted In Place Bricks | Each | Sq.Ft. | $ 52.57 |
| SECTION 14: Concrete Flat Work-New- broom finish | | | | 4" Thick / 6" Thick |
| 4.81 | Concrete Flat Work-New- broom finish | 1-200 | Sq.Ft. | $ 9.85 / $ 10.96 |
| 4.82 | Concrete Flat Work-New- broom finish | 201-1000 | Sq.Ft. | $ 6.97 / $ 7.60 |
| 4.83 | Concrete Flat Work-New- broom finish | 1001-4,000 | Sq.Ft. | $ 5.01 / $ 5.26 |
| 4.84 | Concrete Flat Work-New- broom finish | 4,001-6,000 | Sq.Ft. | $ 5.01 / $ 5.26 |
| 4.85 | Concrete Flat Work-New- broom finish | 6,001-8,000 | Sq.Ft. | $ 4.81 / $ 5.05 |
| 4.86 | Concrete Flat Work-New- broom finish | 8,001-10,000 | Sq.Ft. | $ 4.70 / $ 4.85 |
| 4.87 | Concrete Flat Work-New- broom finish | 10,000 & up | Sq.Ft. | $ 4.19 / $ 4.29 |

| SECTION 15: Concrete Flat Work-Replacement- broom finish | | | | 4" Thick | 6" Thick |
|---|---|---|---|---|---|
| 4.88 | Concrete Flat Work-Replacement- broom | 1-200 | Sq.Ft. | $ 9.66 | $ 9.86 |
| 4.89 | Concrete Flat Work-Replacement- broom | 201-1000 | Sq.Ft. | $ 9.54 | $ 9.63 |
| 4.90 | Concrete Flat Work-Replacement- broom | 1001-4,000 | Sq.Ft. | $ 9.10 | $ 9.10 |
| 4.91 | Concrete Flat Work-Replacement- broom | 4,001-6,000 | Sq.Ft. | $ 7.81 | $ 8.04 |
| 4.92 | Concrete Flat Work-Replacement- broom | 6,001-8,000 | Sq.Ft. | $ 7.28 | $ 7.60 |
| 4.93 | Concrete Flat Work-Replacement- broom | 8,001-10,000 | Sq.Ft. | $ 6.64 | $ 7.49 |
| 4.94 | Concrete Flat Work-Replacement- broom | 10,000 & up | Sq.Ft. | $ 5.89 | $ 6.32 |
| SECTION 16: Concrete Flat Work-New- Trowel Finish | | | | 4" Thick | 6" Thick |
| 4.95 | Concrete Flat Work-New- Trowel Finish | 1-200 | Sq.Ft. | $ 9.85 | $ 10.07 |
| 4.96 | Concrete Flat Work-New- Trowel Finish | 201-1000 | Sq.Ft. | $ 8.05 | $ 8.46 |
| 4.97 | Concrete Flat Work-New- Trowel Finish | 1001-4,000 | Sq.Ft. | $ 5.25 | $ 5.79 |
| 4.98 | Concrete Flat Work-New- Trowel Finish | 4,001-6,000 | Sq.Ft. | $ 4.72 | $ 5.25 |
| 4.99 | Concrete Flat Work-New- Trowel Finish | 6,001-8,000 | Sq.Ft. | $ 4.28 | $ 4.82 |
| 4.100 | Concrete Flat Work-New- Trowel Finish | 8,001-10,000 | Sq.Ft. | $ 4.26 | $ 4.73 |
| 4.101 | Concrete Flat Work-New- Trowel Finish | 10,000 & up | Sq.Ft. | $ 4.06 | $ 4.51 |
| SECTION 17: Concrete Flat Work-Replacement-Trowel Finish | | | | 4" Thick | 6" Thick |
| 4.102 | Concrete Flat Work-Replacement-Trowel Finish | 1-200 | Sq.Ft. | $ 11.72 | $ 12.21 |
| 4.103 | Concrete Flat Work-Replacement-Trowel Finish | 201-1000 | Sq.Ft. | $ 11.34 | $ 11.88 |
| 4.104 | Concrete Flat Work-Replacement-Trowel Finish | 1001-4,000 | Sq.Ft. | $ 8.13 | $ 8.46 |
| 4.105 | Concrete Flat Work-Replacement-Trowel Finish | 4,001-6,000 | Sq.Ft. | $ 7.70 | $ 7.71 |
| 4.106 | Concrete Flat Work-Replacement-Trowel Finish | 6,001-8,000 | Sq.Ft. | $ 5.46 | $ 5.69 |
| 4.107 | Concrete Flat Work-Replacement-Trowel Finish | 8,001-10,000 | Sq.Ft. | $ 5.41 | $ 5.63 |
| 4.108 | Concrete Flat Work-Replacement-Trowel Finish | 10,000 & up | Sq.Ft. | $ 5.25 | $ 5.46 |
| SECTION 18: Concrete Street Repairs | | | | | |
| 4.109 | 10" Thick Concrete Patch | 0 – 20 | Sq.Ft. | $ 17.34 | $ 17.34 |
| 4.110 | 10" Thick Concrete Patch | 21 – 70 | Sq.Ft. | $ 16.27 | $ 16.27 |
| 4.111 | 10" Thick Concrete Patch | 71 - 260 | Sq.Ft. | $ 15.05 | $ 15.05 |
| 4.112 | 10" Thick Concrete Patch | > 260 | Sq.Ft. | $ 13.14 | $ 13.14 |
| SECTION 19: Concrete Flat Work-New Broom/Pour Finish | | | | 8" Saw Cut | 10" Saw Cut |
| 4.113 | Concrete Flat Work-New- broom finish | 1-200 | Sq.Ft. | $ 11.84 | $ 11.81 |
| 4.114 | Concrete Flat Work-New- broom finish | 201-1000 | Sq.Ft. | $ 8.48 | $ 8.83 |
| 4.115 | Concrete Flat Work-New- broom finish | 1001-4,000 | Sq.Ft. | $ 6.23 | $ 6.62 |
| 4.116 | Concrete Flat Work-New- broom finish | 4,001-6,000 | Sq.Ft. | $ 6.23 | $ 6.62 |
| 4.117 | Concrete Flat Work-New- broom finish | 6,001-8,000 | Sq.Ft. | $ 6.09 | $ 6.59 |
| 4.118 | Concrete Flat Work-New- broom finish | 8,001-10,000 | Sq.Ft. | $ 5.92 | $ 6.32 |
| 4.119 | Concrete Flat Work-New- broom finish | 10,000 & up | Sq.Ft. | $ 5.87 | $ 6.27 |
| SECTION 20: Concrete Flat Work-Replacement- Broom/Pour Finish | | | | 8" Saw Cut | 10" Saw Cut |
| 4.120 | Concrete Flat Work-Replacement- broom | 1-200 | Sq.Ft. | $ 11.33 | $ 11.84 |
| 4.121 | Concrete Flat Work-Replacement- broom | 201-1000 | Sq.Ft. | $ 10.82 | $ 11.33 |
| 4.122 | Concrete Flat Work-Replacement- broom | 1001-4,000 | Sq.Ft. | $ 10.13 | $ 10.74 |
| 4.123 | Concrete Flat Work-Replacement- broom | 4,001-6,000 | Sq.Ft. | $ 9.15 | $ 9.66 |
| 4.124 | Concrete Flat Work-Replacement- broom | 6,001-8,000 | Sq.Ft. | $ 8.30 | $ 9.35 |
| 4.125 | Concrete Flat Work-Replacement- broom | 8,001-10,000 | Sq.Ft. | $ 7.60 | $ 8.40 |
| 4.126 | Concrete Flat Work-Replacement- broom | 10,000 & up | Sq.Ft. | $ 7.10 | $ 8.21 |
| SECTION 21: Concrete Flat Work-New- Trowel/Pour Finish | | | | 8" Saw Cut | 10" Saw Cut |
| 4.127 | Concrete Flat Work-New- Trowel Finish | 1-200 | Sq.Ft. | $ 11.98 | $ 12.15 |
| 4.128 | Concrete Flat Work-New- Trowel Finish | 201-1000 | Sq.Ft. | $ 9.09 | $ 9.42 |
| 4.129 | Concrete Flat Work-New- Trowel Finish | 1001-4,000 | Sq.Ft. | $ 6.90 | $ 7.28 |
| 4.130 | Concrete Flat Work-New- Trowel Finish | 4,001-6,000 | Sq.Ft. | $ 6.90 | $ 7.28 |
| 4.131 | Concrete Flat Work-New- Trowel Finish | 6,001-8,000 | Sq.Ft. | $ 6.34 | $ 6.73 |
| 4.132 | Concrete Flat Work-New- Trowel Finish | 8,001-10,000 | Sq.Ft. | $ 6.05 | $ 6.45 |
| 4.133 | Concrete Flat Work-New- Trowel Finish | 10,000 & up | Sq.Ft. | $ 5.98 | $ 6.38 |

| SECTION 22: Concrete Flat Work-Replacement-Trowel Finish | | | | 8" Saw Cut | 10" Saw Cut |
|---|---|---|---|---|---|
| 4.134 | Concrete Flat Work-Replacement-Trowel Finish | 1-200 | Sq.Ft. | $ 11.54 | $ 11.98 |
| 4.135 | Concrete Flat Work-Replacement-Trowel Finish | 201-1000 | Sq.Ft. | $ 11.05 | $ 11.33 |
| 4.136 | Concrete Flat Work-Replacement-Trowel Finish | 1001-4,000 | Sq.Ft. | $ 10.25 | $ 10.82 |
| 4.137 | Concrete Flat Work-Replacement-Trowel Finish | 4,001-6,000 | Sq.Ft. | $ 10.07 | $ 10.14 |
| 4.138 | Concrete Flat Work-Replacement-Trowel Finish | 6,001-8,000 | Sq.Ft. | $ 9.90 | $ 9.93 |
| 4.139 | Concrete Flat Work-Replacement-Trowel Finish | 8,001-10,000 | Sq.Ft. | $ 9.09 | $ 9.43 |
| 4.140 | Concrete Flat Work-Replacement-Trowel Finish | 10,000 & up | Sq.Ft. | $ 8.13 | $ 9.15 |
| SECTION 23: Dowel Bars | | | | | |
| 4.141 | Dowel Bars Installed | 5/8" | each | $ 3.17 | $ 3.17 |
| SECTION 24: 4" Compacted Aggregate Base | | | | | |
| 4.142 | 4" Compacted Aggregate Base | 1-200 | Sq.Ft. | $ 1.15 | $ 1.15 |
| 4.143 | 4" Compacted Aggregate Base | 201-1000 | Sq.Ft. | $ 0.98 | $ 0.98 |
| 4.144 | 4" Compacted Aggregate Base | 1001-4,000 | Sq.Ft. | $ 0.75 | $ 0.75 |
| 4.145 | 4" Compacted Aggregate Base | 4,001-6,000 | Sq.Ft. | $ 0.60 | $ 0.60 |
| 4.146 | 4" Compacted Aggregate Base | 6,001-8,000 | Sq.Ft. | $ 0.52 | $ 0.52 |
| 4.147 | 4" Compacted Aggregate Base | 8,001-10,000 | Sq.Ft. | $ 0.51 | $ 0.51 |
| 4.148 | 4" Compacted Aggregate Base | 10,000 & up | Sq.Ft. | $ 0.42 | $ 0.42 |
| SECTION 25: Pavestone Concrete Pavers over Sand Base | | | | Installation | Replacement |
| 4.149 | Pavestone Concrete Pavers over Sand Base | 1-100 | Sq.Ft. | $ 24.71 | $ 23.69 |
| 4.150 | Pavestone Concrete Pavers over Sand Base | 101-200 | Sq.Ft. | $ 22.56 | $ 21.54 |
| 4.151 | Pavestone Concrete Pavers over Sand Base | 201-500 | Sq.Ft. | $ 20.06 | $ 19.04 |
| 4.152 | Pavestone Concrete Pavers over Sand Base | 501-750 | Sq.Ft. | $ 18.91 | $ 17.89 |
| 4.153 | Pavestone Concrete Pavers over Sand Base | 751-1,000 | Sq.Ft. | $ 15.57 | $ 14.55 |
| 4.154 | Pavestone Concrete Pavers over Sand Base | 1,001-2,500 | Sq.Ft. | $ 13.94 | $ 12.92 |
| 4.155 | Pavestone Concrete Pavers over Sand Base | 2,501-4,000 | Sq.Ft. | $ 13.75 | $ 12.73 |
| SECTION 26: Pavestone Concrete Pavers over Concrete Base | | | | Installation | Replacement |
| 4.156 | Pavestone Concrete Pavers over Concrete Base | 1-100 | Sq.Ft. | $ 33.90 | $ 32.88 |
| 4.157 | Pavestone Concrete Pavers over Concrete Base | 101-200 | Sq.Ft. | $ 30.73 | $ 29.71 |
| 4.158 | Pavestone Concrete Pavers over Concrete Base | 201-500 | Sq.Ft. | $ 24.15 | $ 23.13 |
| 4.159 | Pavestone Concrete Pavers over Concrete Base | 501-750 | Sq.Ft. | $ 22.99 | $ 21.97 |
| 4.160 | Pavestone Concrete Pavers over Concrete Base | 751-1,000 | Sq.Ft. | $ 21.70 | $ 20.68 |
| 4.161 | Pavestone Concrete Pavers over Concrete Base | 1,001-2,500 | Sq.Ft. | $ 19.04 | $ 18.02 |
| 4.162 | Pavestone Concrete Pavers over Concrete Base | 2,501-4,000 | Sq.Ft. | $ 17.84 | $ 16.82 |
| SECTION 27: Brick Pavers over Sand Base | | | | Installation | Replacement |
| 4.163 | Brick Pavers over Sand Base | 1-100 | Sq.Ft. | $ 24.71 | $ 23.69 |
| 4.164 | Brick Pavers over Sand Base | 101-200 | Sq.Ft. | $ 24.61 | $ 23.59 |
| 4.165 | Brick Pavers over Sand Base | 201-500 | Sq.Ft. | $ 22.10 | $ 21.08 |
| 4.166 | Brick Pavers over Sand Base | 501-750 | Sq.Ft. | $ 20.95 | $ 19.93 |
| 4.167 | Brick Pavers over Sand Base | 751-1,000 | Sq.Ft. | $ 17.61 | $ 16.59 |
| 4.168 | Brick Pavers over Sand Base | 1,001-2,500 | Sq.Ft. | $ 15.98 | $ 14.96 |
| 4.169 | Brick Pavers over Sand Base | 2,501-4,000 | Sq.Ft. | $ 15.79 | $ 14.77 |
| SECTION 28: Brick Pavers over Concrete Base | | | | Installation | Replacement |
| 4.170 | Brick Pavers over Concrete Base | 1-100 | Sq.Ft. | $ 35.94 | $ 34.92 |
| 4.171 | Brick Pavers over Concrete Base | 101-200 | Sq.Ft. | $ 32.77 | $ 31.75 |
| 4.172 | Brick Pavers over Concrete Base | 201-500 | Sq.Ft. | $ 26.19 | $ 26.19 |
| 4.173 | Brick Pavers over Concrete Base | 501-750 | Sq.Ft. | $ 26.06 | $ 25.03 |
| 4.174 | Brick Pavers over Concrete Base | 751-1,000 | Sq.Ft. | $ 23.74 | $ 23.74 |
| 4.175 | Brick Pavers over Concrete Base | 1,001-2,500 | Sq.Ft. | $ 21.08 | $ 20.06 |
| 4.176 | Brick Pavers over Concrete Base | 2,501-4,000 | Sq.Ft. | $ 19.88 | $ 18.86 |

| SECTION 29: 4" Brick Red Stamped Concrete Flatwork | | | | | |
|---|---|---|---|---|---|
| 4.177 | 4" Brick Red Stamped Concrete | 1-200 | Sq.Ft. | $ 11.70 | $ 11.70 |
| 4.178 | 4" Brick Red Stamped Concrete | 201-1000 | Sq.Ft. | $ 8.91 | $ 8.91 |
| 4.179 | 4" Brick Red Stamped Concrete | 1001-4,000 | Sq.Ft. | $ 6.66 | $ 6.66 |
| 4.180 | 4" Brick Red Stamped Concrete | 4,001-6,000 | Sq.Ft. | $ 5.46 | $ 5.46 |
| 4.181 | 4" Brick Red Stamped Concrete | 6,001-8,000 | Sq.Ft. | $ 5.03 | $ 5.03 |
| 4.182 | 4" Brick Red Stamped Concrete | 8,001-10,000 | Sq.Ft. | $ 4.81 | $ 4.81 |
| 4.183 | 4" Brick Red Stamped Concrete | 10,000 & up | Sq.Ft. | $ 4.81 | $ 4.81 |

**INSURANCE REQUIREMENTS**
**GOVERNING RESPONSES AND SUBSEQUENT CONTRACTS**

1. **General**.

A. Insurer Qualifications. Without limiting any obligations or liabilities of Contractor, Contractor shall purchase and maintain, at its own expense, hereinafter stipulated minimum insurance with insurance companies authorized to do business in the State of Missouri, with an AM Best, Inc. rating of A or above with policies and forms satisfactory to the City. Failure to maintain insurance as specified herein may result in termination of this Agreement at the City's option.

B. No Representation of Coverage Adequacy. The City reserves the right to review any and all of the insurance policies and/or endorsements cited in this Agreement, but has no obligation to do so. Failure to demand such evidence of full compliance with the insurance requirements set forth in this Agreement or failure to identify any insurance deficiency shall not relieve Contractor from, nor be construed or deemed a waiver of, its obligation to maintain the required insurance at all times during the performance of this Agreement.

C. Additional Insured. All insurance coverage and self-insured retention or deductible portions, except Workers' Compensation insurance and Professional Liability insurance, if applicable, shall name and endorse, to the fullest extent permitted by law for claims arising out of the performance of this Agreement, the City, its agents, representatives, officers, directors, officials and employees as Additional Insured as specified under the respective coverage sections of this Agreement.

D. Coverage Term. All insurance required herein shall be maintained in full force and effect until all work or services required to be performed under the terms of this Agreement are satisfactorily performed, completed and formally accepted by the City, unless specified otherwise in this Agreement.

E. Primary Insurance. Contractor's insurance shall be, or be endorsed to indicate, its primary, non-contributory insurance with respect to performance of this Agreement and in the protection of the City as an Additional Insured. Such coverage shall be at least as broad as ISO CG 20 01 04 13.

F. Claims Made. In the event any insurance policies required by this Agreement are written on a "claims made" basis, coverage shall extend, either by keeping coverage in force or purchasing an extended reporting option, for six (6) years past completion and acceptance of the services. Such continuing coverage shall be evidenced by submission of annual Certificates of Insurance citing applicable coverage is in force and contains the provisions as required herein for the three-year period.

G. Waiver. All policies, except for Professional Liability, including Workers' Compensation insurance, shall contain a waiver of rights of recovery (subrogation) against the City, its agents, representatives, officials, officers and employees for any claims arising out of the work or services of Contractor. Contractor shall arrange to have such subrogation waivers incorporated into each policy via formal written endorsement.

H. Policy Deductibles and/or Self-Insured Retentions. The policies set forth in these requirements may provide coverage that contains deductibles or self-insured retention amounts. Such deductibles or self-insured retention shall not be applicable with respect to the policy limits provided to the City. Contractor shall be solely responsible for any such deductible or self-insured retention amount.

I. Use of Subcontractors. If any work under this Agreement is subcontracted in any way, Contractor shall either cover all sub-contractors in the Contractor's liability insurance policy or execute written agreements with its subcontractors containing the indemnification provisions set forth in this Section and insurance requirements set forth herein protecting the City and Contractor. Contractor shall be responsible for executing any agreements with its subcontractors and obtaining certificates of insurance verifying the insurance requirements.

J. Notice of Claim. The Contractor shall upon receipt of notice of any claim in connection with this Agreement promptly notify the City, providing full details thereof, including an estimate of the amount of loss or liability. The Contractor shall also promptly notify the City of any reduction in limits of protection afforded under any policy listed in the certificate(s) of insurance in excess of $10,000.00, whether or not such impairment came about as a result of this contract. If the City shall subsequently determine that the Contractor's aggregate limits of protection shall have been impaired or reduced to such extent that they are inadequate for the balance of the project, the Contractor shall, upon notice from the City, promptly reinstate the original limits of liability required hereunder and shall furnish evidence thereof to the City.

K. Evidence of Insurance. Prior to commencing any work or services under this Agreement, Contractor will provide the City with suitable evidence of insurance in the form of certificates of insurance and a copy of the declaration page(s)

of the insurance policies as required by this Agreement, issued by Contractor's insurance insurer(s) as evidence that policies are placed with acceptable insurers as specified herein and provide the required coverages, conditions and limits of coverage specified in this Agreement and that such coverage and provisions are in full force and effect. The City may reasonably rely upon the certificates of insurance and declaration page(s) of the insurance policies as evidence of coverage but such acceptance and reliance shall not waive or alter in any way the insurance requirements or obligations of this Agreement.

If any of the policies required by this Agreement expire during the life of this Agreement, Contractor shall forward renewal certificates and declaration page(s) to the City thirty (30) days prior to the expiration date. All certificates of insurance and declarations required by this Agreement shall be identified by referencing number and title of this Agreement. Additionally, certificates of insurance and declaration page(s) of the insurance policies submitted without a reference to this Agreement, as applicable, will be subject to rejection and may be returned or discarded. Certificates of insurance and declaration page(s) shall specifically include the following provisions:

(1) The City, its agents, representatives, officers, directors, officials and employees are Additional Insureds as follows:

  (a) Commercial General Liability – Under Insurance Services Office, Inc., ("ISO") Form CG 20 10 03 97 or equivalent.
  (b) Auto Liability – Under ISO Form CA 20 48 or equivalent.
  (c) Excess Liability – Follow Form to underlying insurance.

(2) Contractor's insurance shall be primary, non-contributory insurance with respect to performance of the Agreement.

(3) All policies, except for Professional Liability, including Workers' Compensation, waive rights of recovery (subrogation) against City, its agents, representatives, officers, officials and employees for any claims arising out of work or services performed by Contractor under this Agreement.

(4) ACORD certificate of insurance form 25 (2014/01) is preferred. If ACORD certificate of insurance form 25 (2001/08) is used, the phrases in the cancellation provision "endeavor to" and "but failure to mail such notice shall impose no obligation or liability of any kind upon the company, its agents or representatives" shall be deleted. Certificate forms other than ACORD form shall have similar restrictive language deleted.

All Certificates of Insurance shall name the City of Lee's Summit as the certificate holder and send the certificate and any endorsements to:

City of Lee's Summit
Procurement and Contract Services
220 S.E. Green Street
Lee's Summit, MO 64063 -2358

**2. Required Insurance Coverage.**

A. Commercial General Liability. Contractor shall maintain "occurrence" form Commercial General Liability insurance with an unimpaired limit of not less than $1,000,000 for each occurrence, $2,000,000 Products and Completed Operations Annual Aggregate and a $2,000,000 General Aggregate Limit. The policy shall cover liability arising from premises, operations, independent contractors, products-completed operations, bodily injury, personal injury and advertising injury. Coverage under the policy will be at least as broad as ISO policy form CG 00 010 93 or equivalent thereof, including but not limited to, separation of insured's clause. To the fullest extent allowed by law, for claims arising out of the performance of this Agreement, the City, its agents, representatives, officers, officials and employees shall be endorsed as an Additional Insured under ISO, Commercial General Liability Additional Insured Endorsement form CG 20 10 03 97, or equivalent, which shall read "Who is an Insured (Section II) is amended to include as an insured the person or organization shown in the Schedule, but only with respect to liability arising out of "your work" for that insured by or for you." If any Excess insurance is utilized to fulfill the requirements of this subsection, such Excess insurance shall be "follow form" equal or broader in coverage scope than underlying insurance.

B. Vehicle Liability. Contractor shall maintain Business Automobile Liability insurance with a limit of $1,000,000 each occurrence on Contractor's owned, hired and non-owned vehicles assigned to or used in the performance of the Contractor's work or services under this Agreement. Coverage will be at least as broad as ISO coverage code "1" "any auto" policy form CA 00 01 12 93 or equivalent thereof. To the fullest extent allowed by law, for claims arising out of the performance of this Agreement, the City, its agents, representatives, officers, directors, officials and employees shall be endorsed as an Additional Insured under ISO Business Auto policy Designated Insured

Endorsement form CA 20 48 or equivalent. If any Excess insurance is utilized to fulfill the requirements of this subsection, such Excess insurance shall be "follow form" equal or broader in coverage scope than underlying insurance.

C. Workers' Compensation Insurance. Contractor shall maintain Workers' Compensation insurance to cover obligations imposed by federal and state statutes having jurisdiction over Contractor's employees engaged in the performance of work or services under this Agreement and shall also maintain Employers Liability Insurance of not less than $500,000 for each accident, $500,000 disease for each employee and $1,000,000 disease policy limit.

D. Professional Liability. If this Agreement is the subject of any professional services or work, or if the Contractor engages in any professional services or work in any way related to performing the work under this Agreement, the Contractor shall maintain Professional Liability insurance covering negligent errors and omissions arising out of the Services performed by the Contractor, or anyone employed by the Contractor, or anyone for whose negligent acts, mistakes, errors and omissions the Contractor is legally liable, with an liability insurance limit of $2,000,000 each claim and $2,000,000 annual aggregate.

The Policy shall include, or be endorsed to include, property damage liability coverage for damage to, alteration of, loss of, or destruction of electronic data and/or information "property" of the City in the care, custody, or control of Contractor.

3. **Cancellation and Expiration Notice**. Insurance required herein shall not expire, be canceled, or be materially changed without thirty (30) days' prior written notice to the City.

## GENERAL TERMS AND CONDITIONS

**GENERAL INSTRUCTIONS CONCERNING IFB's/BID's**

1. **AWARD.** The right is reserved, as the interest of the City may require to reject any or all bids and to waive any minor informality or irregularity in bids received. The City may accept any item or group of items of any bid unless qualified by specific limitation of the bidder. Unless otherwise provided in the schedule, bids may be submitted for any quantities less than those specified; and the City reserves the right to make an award on any item for a quantity less than the quantity bid upon at the unit price offered unless the bidder specified otherwise in his bid. The Contract shall be awarded to that responsible and responsive bidder whose bid, conforming to the Invitation for Bids, will be most advantageous (lowest price and best value) to the City, price and other factors considered. An award mailed (or otherwise furnished) to the successful bidder within the time for acceptance specified in the bid, results in a binding contract without further action by either party.

2. **PREPARATION OF BIDS.**
   - A Bidders are expected to examine the drawing, specifications, schedule and all instructions. Failure to do so will be at the bidder's risk.
   - B Each bidder shall furnish the information required by the invitation. The bidder shall sign the invitation. Erasures or other changes must be initialed by the person signing the offer. Bids signed by an agent are to be accompanied by evidence of his authority unless such evidence has been previously furnished to the City.
   - C Unit price for each unit bid shall be shown and such price shall include packing unless otherwise specified. Freight or shipping shall be included in the Unit Price unless requested as a single line item. A total shall be entered in the total column for each item bid. In case of discrepancy between a unit price and extended price, the unit price will be presumed to be correct.
   - D Alternate bids for supplies or services other than those specified will not be considered unless authorized by the invitation.
   - E Bidder must state a definite time for delivery of supplies or services unless otherwise specified in the invitation.
   - F Time, if stated as a number of days, will include Saturdays, Sundays, and holidays.
   - G If the item has a trade name, brand and/or catalog number, such must be stated in the bid.
   - H Prices quoted are to be firm, final and shall include shipping F.O.B. destination unless requested as a single line item.
   - I In submitting bids, Vendor agrees that the City of Lee's Summit shall have 120 days in which to accept or reject any of the bids submitted unless otherwise specified on the bid page.
   - J Specification sheets **MUST** be uploaded with bids.

3. **EXPLANATION TO BIDDERS.** Any explanation desired by a bidder regarding the meaning or interpretation of the invitation, drawing, specifications, etc., must be requested in writing and with sufficient time allowed for a reply to reach bidders before the submission of their bids. Oral explanation or instruction given before the award of the contract will not be binding. Any information given to a prospective bidder concerning an invitation will be furnished to all prospective bidders as an addendum to the invitation, if such information is necessary to bidders in submitting bids per the invitation or if the lack of such information would be prejudicial to uninformed bidders.

4. **ACKNOWLEDGMENT OF ADDENDUM TO INVITATIONS.** Receipt of an addendum to an invitation by a bidder must be acknowledged by signing and uploading the addendum into the City's e-bidding system or as otherwise stipulated in the bid document. Such acknowledgment must be received prior to the hour and date specified for receipt of bids, or returned with the bid and received prior to opening time and date.

5. **SUBMISSION OF BIDS.**
   - A Bids, addendum(s) and modification(s) thereof shall be uploaded into the City's e-bidding system, unless otherwise stated in the Invitation for Bid, before the open date and time.
   - B Emailed or faxed bids will not be considered unless authorized by the invitation.
   - C Samples of items, when required, must be submitted within the time specified and unless otherwise specified by the City, at no expense to the City. If not consumed by testing, samples will be returned at bidders request and expense, unless otherwise specified by the invitation.
   - D Bids will be publicly opened and read aloud as stipulated in the "Invitation for Bid".
   - E Submission of a bid constitutes an assignment by you of any and all anti-trust claims that you may have under the Federal and/or State laws resulting from this Contract.

6. **FAILURE TO SUBMIT BID.** If a "no bid" is submitted, do not return the invitation unless otherwise specified. A letter, postcard or email notification should be sent to the issuing office advising whether future invitations for the type of supplies or services covered by this invitation are desired. Failure of the recipient to bid or to notify the issuing office that future invitations are desired may result in removal of the name of such recipient from the mailing list for the type of supplies or services covered by the invitation.

7. **MODIFICATION OR WITHDRAWAL OF BIDS/SOLICITATIONS.** A bid/solicitation may only be withdrawn by one of the following methods prior to the official opening/closing date and time specified: 1. A bid/solicitation may be withdrawn by signed, written notice. 2. A bid/solicitation may also be withdrawn in person by the bidder or its authorized representative who provides proper identification. 3. A bid/solicitation may be withdrawn via email by the bidder or its authorized representative. A bid/solicitation may only be modified by one of the following methods prior to the official opening/closing date and time specified: 1. A bid/solicitation modification may be modified by signed, written notice provided in a sealed envelope with the bid/solicitation number, description and the word "modification" identified on the envelope. 2. A bid/solicitation modification may also be submitted in person by the bidder or its authorized representative who provides proper identification and provides written notice in a sealed envelope with the bid/solicitation number, description and the word "modification" identified on the envelope. All modifications **shall not** be opened until the official opening date and time to preserve the integrity of the bid/solicitation process. Telephone, telegraphic or electronic requests to modify a bid/solicitation shall not be honored. No modification or withdrawal of any response will be permitted after the bid/ solicitation official opening date and time specified.

8. **LATE BIDS AND MODIFICATIONS.** It is the responsibility of the bidder to upload or submit a hard copy if stipulated in the Invitation for Bid (IFB), his bid, bid addendum(s) or bid modification(s) on or before the date and time of the bid opening date and time. Bids will NOT be accepted after the date and time of opening under any circumstances.

9. **BONDS.** Bonds shall be executed with the proper sureties, through a company licensed to operate in the State of Missouri, and hold a current Certificate of Authority as an acceptable surety under 31 CFR Part 223 (and be listed on the current U.S. Department of the Treasury Circular 570 and have at least A Best's rating and a FPR9 or better financial performance rating per the current A.M. Best Company ratings.)

   A **BID DEPOSITS (BONDS).**
   Bid Deposit Not Required ☒.
   Bid Deposit Required ☐ as stipulated in the "Invitation for Bid".
   Note the following: Bid Deposit. The Bidder will furnish a bid deposit in the form of a bond, certified check, or money order in the amount of 5% of base bid made payable to the City of Lee's Summit, Jackson County, Missouri, for the measure of liquidated damages which the City will sustain and the proceeds thereof will become the property of the City if for any reason the bidder (Personal or company checks will not be accepted):
   (1) Withdraws his bid after the opening of the bids and prior to the time a formal written agreement evidencing the contract has been signed and delivered to the City whether or not the bidder at the time of such withdrawal has been designated as the successful bidder, or
   (2) Upon written notification of the award of contract to him, he fails to properly sign and deliver to the City within 10 days Labor and Materials and Performance Bonds, if required; Certificate of Insurance, and the written Contract, formally evidencing the terms of the Invitation for Bid and his bid as submitted.
   (3) The bidder further agrees the City will have the right to retain the bid deposit for a period of one hundred twenty (120) days from the date of opening of the bids. At the expiration of said time, or earlier at the option of the City, said bid deposit will be returned to the bidder unless said bid deposit has become the property of the City as liquidated damages for one of the reasons stipulated.

   B **PERFORMANCE AND LABOR AND MATERIAL PAYMENT BONDS.**
   Performance and Labor and Material Payment Bonds Not Required ☒.
   Performance and Labor and Material Payment Bonds Bond Required ☐ as stipulated in the "Invitation to Bid".
   Note the following:

(1) Coincident with the execution of the Contract, Contractor shall furnish to City a contract Performance Bond and a Labor and Material Payment Bond drawn upon the forms included in these Contract Documents.
(2) Date of bonds shall be the same as the date of City's execution of the contract.
(3) The Performance Bond and Labor and Material Payment Bond shall be in an amount equal to the full contract price, guaranteeing the payment of all bills and obligations arising from the performance of the contract, and otherwise conditioned as required by law.
(4) The bonds shall be automatically increased in amount and extended in time without formal and separate amendments to cover full and faithful performance of the contract in the event of Change Orders regardless of the amount of time or money involved. It shall be Contractors' responsibility to notify his surety of any changes affecting the general scope of the work or change in the Contract Price.
(5) At any time during the continuance of the Contract that the surety on any bond becomes unacceptable to City, City shall have the right to require additional and sufficient sureties which Contractor shall furnish to the satisfaction of City within ten (10) days after notice to do so.

10. **DISCOUNTS AND BID EVALUATION.** Discounts offered for prompt payment may be considered in bid evaluation.

11. **MATERIAL AVAILABILITY.** Bidders must accept responsibility for verification of material availability, production schedules and other pertinent data prior to submission of bid and delivery time. It is the responsibility of the bidder to notify the City of Lee's Summit immediately if materials specified are discontinued, replaced, or not available for an extended period of time.

12. **ALTERNATE BIDS.** Bidders must submit complete specifications on all alternate bids. Alternate bids without complete specifications may be rejected. Alternate bids and exceptions may be rejected. Alternate bids and exceptions to bid clauses must be clearly noted on the bid form. Unless otherwise indicated, it will be assumed that the article proposed is exactly as specified.

13. **AWARD OF CONTRACT.**
A **BASIS OF AWARD.**
(1) Only firm bids will be considered.
(2) Bidders may be requested to submit financial statements subsequent to the bid opening. Such statements shall be submitted to City within three (3) days after being so requested.
(3) The award of the Contract, if it is awarded, will be to the lowest responsible and responsive bidder whose qualifications indicate the award will be in the best interest of the Owner and whose bid complies with all prescribed requirements.
(4) City reserves the right to reject any and all bids, and waive any and all informalities, and the right to disregard all non- conforming or conditional bids or counter-proposals.

B **EVALUATION OF BIDS.**
(1) The evaluation of bids will include consideration of prior experience, financial statements, if requested, sub-contractors, suppliers, and manufacturers to be used in the work and manufacturers' data on the materials and equipment to be incorporated. Time of completion or delivery will also be a factor in the award.
(2) "Or Approved Equal" Clause. Whenever a material, article, or piece of equipment is identified on the plans or in the specifications by reference to manufacturer's or vendor's names, trade names, catalog numbers, etc., it is intended merely to establish a standard; and, any material, article, or equipment of other manufacturers and vendors which will perform adequately the duties imposed by the general design will be considered equally acceptable provided the material, article, or equipment so proposed, is, in the opinion of the City, of equal substance and function. Substitute items may be rejected at the discretion of the City of Lee's Summit.
(3) Whenever the name of a manufacturer is mentioned on the face hereof and the words "or equal" do not follow, it shall be deemed that the words "or equal" shall follow such designations unless the face hereof specifies "no substitutes". The City may assume that items bid are equal or it may request samples and proof thereof unless approved before shipment. City reserves the right to return at bidder's expense all items that are not acceptable as equals, said items to be replaced by bidder with satisfactory items at the original price.
(4) By virtue of statutory authority, the City shall give preference to all commodities manufactured, mined, produced, or grown within the State of Missouri, and to all firms, corporations or individuals, when quality is equal or better and the delivered price is the same or less. Similar preference will be given to Lee's Summit products and supplies.

C **NOTICE OF AWARD.** After considering the basis of award and evaluation of bids, City will within one hundred twenty (120) days after the date of opening bids, notify the successful bidder of acceptance of his bid.

14. **QUALIFICATIONS OF BIDDERS.** The City may make such investigations as are deemed necessary to determine the ability of the bidder to perform the work and the bidder shall furnish all such information and date for this purpose as the City may request. The City reserves the right to reject any bid if the evidence submitted by, or investigation of such bidder fails to satisfy the City that such bidder is properly qualified to carry out the obligations of the contract and to complete the work contemplated therein.

15. **ANTI-TRUST.** Submission of a bid constitutes an assignment by bidder of any and all anti-trust claims that the bidder may have under the Federal and/or State laws resulting from this contract.

16. **GUARANTEE.** All customary guarantees for workmanship, quality and performance specific by the Manufacturer for any or all items shall apply to the items offered under this bid.

17. **EXPERIENCE STATEMENT** (if required). Only those bids will be considered which are submitted by bidders who submit with their bid an Experience Statement listing projects and showing satisfactory completion of work of type and size comparable to the work required by these contract documents. A list of comparable projects, including pertinent information and identification of the owners, shall be submitted with the bid. Similar Experience Statements shall be included for any subcontractors named in the bid.

18. **REFUND OF DEPOSIT ON BID DOCUMENTS** (if required). Deposits on bid documents and contract drawings will be refunded to all prospective bidders, sub-contractors, suppliers and manufacturers who return the documents in good condition to Owner before the date set for opening bids or within ten days thereafter (unless otherwise stated in the invitation to bid).

**CONTRACTUAL REQUIREMENTS.**
**GENERAL CONTRACTUAL REQUIREMENTS.**

**1. DEFINITIONS.**
A **"City"** shall refer to: City of Lee's Summit, Jackson County, Missouri who are the owners of the property, and their authorized representatives.
B **"Contractor"** shall refer to the corporation, company, partnership, firm, or individual, named and designated in the contract agreement and who has entered into this contract for the performance of the work and/or to furnish goods, services, or construction covered thereby at an agreed upon price, and its, his or their duly authorized agents or other legal representatives.
C The **"specifications"** includes Instruction to Bidders, the Terms and Conditions of Purchase, the Definitions and the technical specifications of the work.
D A **"sub-contractor"** is a person, firm or corporation supplying labor or materials, or only labor for work at the site of the project for, and under separate contract or agreement with the Contractor.
E The term **"sample"** as used herein includes natural materials, fabricated items, equipment, devices, appliances or parts thereof as called for in the specifications and any other samples as may be required by the City to determine whether the kind, quality, construction, workmanship, finish, color and other characteristics of the materials, etc., proposed by the Contractor conform to the requirements of the contract documents. Samples approved by the City shall establish the kind, quality, and other required characteristics, and all work shall be in accordance with the approved samples. Samples, when requested, shall be supplied at no cost to the City.
F The term **"estimated"** represents quantities estimated for the period of time stated. Purchase orders shall be placed for actual requirements as needed.
G The term **"minimum"** means the City will order this quantity of supplies during the period of this contract at the price bid.
H The term **"maximum"** means the City may order this quantity of supplies during the period of this contract and the bidder should be prepared to supply same at the price bid.

2. **PURCHASE ORDERS.** The City will not be responsible for articles or services furnished without a purchase order unless otherwise set forth in the Bid Documents.

3. **CONTRACT TERMS.** The performance of this contract shall be governed solely by the terms and conditions as set forth in this contract and any specifications or bid documents notwithstanding any language contained on any invoice, shipping order, bill of lading or other document furnished by the Contractor at any time and the acceptance by the City of any terms or conditions contained in such document which is inconsistent with the terms and conditions set forth in the contract. Any different or additional terms other than those herein contained in Contractor's acceptance are hereby objected to.

4. **TRANSPORTATION CHARGES.** Freight/shipping shall be F.O.B. Destination whereby all transportation charges shall be paid by Contractor.

5. **PACKAGING.** The City will not be liable for any charges for drayage, packing, cartage, boxing, crating or storage in excess of the purchase price of this order unless stated otherwise herein.

6. **INSPECTION AND ACCEPTANCE.** No material received by the City pursuant to the purchase order issued under the terms and conditions of this bid document shall be deemed accepted until the City has had reasonable opportunity to inspect said material. All material which is discovered to be defective or which does not conform to any warranty of the Contractor herein, upon initial inspection, or at any later time if the defects contained in the material were not reasonably ascertainable upon the initial inspection, may be returned at the Contractor's expense for full credit or replacement. No goods returned as defective shall be replaced without Buyer's written authorization. Such return shall in no way affect City's discount privileges. Such right to return, offered to the City arising from the City's receipt of defective goods, shall not exclude any other legal, equitable or contractual remedies the City may have therefore.

7. **GENERAL GUARANTY AND WARRANTY.** The Contractor warrants that all materials, fixtures, and equipment furnished by the Contractor and his sub-contractors shall be new, of good quality, and of good title, and that the work will be done in a neat and workmanlike manner. The Contractor also guarantees the workmanship and materials for a period of one year from the date of final acceptance of all the work required by the Contract. Furthermore, he shall furnish the City with all manufacturers' and suppliers' written guarantees and warranties covering materials and equipment furnished under the Contract.

8. **PATENTS.** Contractor warrants that the articles described herein and the sale or use of them will not infringe upon any U.S. or foreign patent and Contractor covenants that he will at his own expense, defend every suit which may be brought against the City, or those selling or using City's product (provided Contractor is promptly notified of such suit and all papers therein are delivered to Contractor) for any alleged infringement of any patent by reason of the sale or use of such articles and Contractor agrees that he will pay all cost, damages and profits recoverable in any such suit.

9. **QUANTITIES.** City assumes no obligation for articles or materials shipped in excess of the quantity ordered hereunder. Any unauthorized quantity is subject to City's rejection and return at Contractor's expense.

10. **ACTS OF GOD.** Neither party shall be liable for delays, or defaults in the performance of this contract due to Acts of God or the public enemy, riots, strikes, fires, explosions, accidents, Governmental action of any kind or any other causes of a similar character beyond its control and without its fault or negligence.

11. **BANKRUPTCY OR INSOLVENCY.** In the event of any proceedings by or against either party, voluntary or involuntary, in bankruptcy or insolvency, or for the appointment of a receiver or trustee or an assignee for the benefit of creditors, of the property of Contractor, or in the event of breach of any of the terms hereof including the warranties of the Contractor, City may cancel this contract or affirm the contract and hold Contractor responsible in damages.

12. **COMPLIANCE WITH APPLICABLE LAWS.** Contractor shall comply with all federal, state or local laws, ordinances, rules, regulations and administrative orders, including but not limited to Wage, Labor, Unauthorized Aliens, EEO and OSHA-type requirements which are applicable to Contractor's performance under this contract. Contractor shall indemnify and hold the City harmless on account of any violations thereof relating to Contractor's performance under this contract, including imposition of fines and penalties which result from the violation of such laws.

13. **LAW GOVERNING.** All contractual agreements shall be subject to, governed by, and construed according to the laws of the State of Missouri. Any dispute regarding this contractual agreement will be decided by a Missouri Court.

14. **TIME OF DELIVERY.** The City requires that all materials ordered will be delivered when specified. Time is therefore of the essence. If deliveries are not made at the time agreed upon, City reserves the right to cancel or to purchase elsewhere and hold Contractor accountable for any damages sustained as a result thereof.

15. **INTERPRETATION OF CONTRACT AND ASSIGNMENTS.** This contract shall be construed according to the laws of the State of Missouri. This contract, or any rights, obligations, or duties hereunder may not be assigned by Contractor without City's written consent and any attempted assignment without such consent shall be void.

16. **CONTRACTOR'S INVOICES.** Invoices shall be prepared and submitted in triplicate unless otherwise specified. Invoices shall contain the following information: Contract Number (if any), Purchase Order number, Item Number; contract description of supplies or services, sizes, quantities, unit prices and extended totals. Invoices for and inquiries regarding payment should be addressed to the City Accounts Payable Division. Any delay in receiving invoices, or errors and omissions, on statement or invoices will be considered just cause for withholding settlement without losing discount privileges.

17. **NOTICE AND SERVICE THEREOF.** Any notice to any Contractor from the City relative to any part of this contract will be in writing and considered delivered and the service thereof completed when said notice is posted, by certified or regular mail or email, to the said Contractor at his last given address or delivered in person to said Contractor or his authorized representative on the work.

18. **PROVISIONS REQUIRED BY LAW DEEMED INSERTED.** Each and every provision of law and clause required by law to be inserted in this contract will be deemed to be inserted herein and the contract will be read and enforced as though it were included herein, and if through mistake or otherwise any such provision is not inserted, or is not correctly inserted, then upon the application of either party the contract will forthwith be physically amended to make such insertion or correction.

19. **TERMINATION OF CONTRACT.** This contract may be terminated by either party upon sixty (60) days prior notice in writing to the other party. The City may terminate this contract immediately, under breach of contract, if the Contractor fails to perform in accordance with the terms and conditions. In the event of any termination of contract by the Contractor, the City may purchase such supplies and/or services similar to those so terminated, and for the duration of the contract period the Contractor will be liable for all costs in excess of the established contract pricing.

20. **INDEMNITY AND HOLD HARMLESS.** Contractor agrees to indemnify, release, defend, and forever hold harmless the City, its officers, agents, employees, and elected officials, each in their official and individual capacities, from and against all claims, demands, damages, loss or liabilities, including costs, expenses, and attorneys fees incurred in the defense of such claims, demands, damages, losses or liabilities, or incurred in the establishment of the right to indemnity hereunder, caused in whole or in part by Contractor, his sub-contractors, employees or agents, and arising out of services performed by Contractor, his subcontractors, employees or agents under this contract to the extent permitted by the Constitution and the Laws of the State of Missouri.

21. **SUB-CONTRACTS.**
    - A The Contractor shall not execute an agreement with any sub-contractor to perform any work until he has written the City of Lee's Summit to determine any disapproval of the use of such sub-contractor.
    - B The Contractor shall be fully responsible to the City for the acts and omissions of his sub-contractors, and of persons either directly or indirectly employed by them, as he is for the acts and omissions of persons directly employed by him.
    - C The Contractor shall cause appropriate provisions to be inserted in all sub-contracts relative to the work to require compliance by each sub-contractor with the applicable provisions of the contract.
    - D Nothing contained in the Conditions shall create any contractual relationship between any sub-contractor and the City.

22. **UNIFORM COMMERCIAL CODE.** This contract is subject to the Uniform Commercial Code and shall be deemed to contain all the provisions required by said Code that apply to said Contract.

23. **CHANGES.** The City may at any time, by written order, without notice to any surety, make changes or additions, within the general scope of this contract in or to drawings, designs, specifications, instructions for work, methods of shipment or packing or place of delivery. If any such change causes an increase or decrease in the cost of or in the time required for performance of this contract or purchase order, the Contractor shall notify the City in writing immediately and an appropriate equitable adjustment will be made in the price or time of performance, or both, by written modification of the contract. Any claim by the Contractor for such adjustment must be asserted within 30 days or such other period as may be agreed upon in writing by the parties after the Contractor's receipt of notice of the change. Nothing herein contained shall excuse the Contractor from proceeding with the contract as changed.

24. **RESPONSIBILITY FOR SUPPLIES.** The Contractor shall be responsible for supplies until they are delivered and accepted at the designated delivery point; and the Contractor shall bear all risks for rejected supplies after notice of rejection. This needs rewriting to coincide with the Freight clause.

25. **EXECUTION OF CONTRACT.** Depending on the type of service provided, one or more of the following four (4) methods will be employed. The methods applicable to this contract will be checked below:
    - A ☐ The Contract shall consist of a **PURCHASE ORDER** and a copy of the suppliers signed bid attached and that the same, in all particulars, becomes the agreement and contract between the parties hereto: that both parties thereby accept and agree to the terms and conditions of said bid documents, and that the parties are bound thereby and the compensation to be paid the Supplier is as set forth in the Suppliers' Bid. Items not awarded, if any, have been deleted.
    - B ☒ The contract shall consist of a **YEARLY CONTRACT** and a copy of the suppliers signed bid attached and that the same, in all particulars, becomes the agreement and contract between the parties hereto. That both parties thereby accept and agree to the terms and conditions of said bid documents, and that the parties are bound thereby and the compensation to be paid the Supplier is as set forth in the Suppliers' Bid. Items not awarded, if any, have been deleted.
    - C ☐ The contract shall consist of a **ONE-TIME CONTRACT** and a copy of the suppliers signed bid attached and that the same, in all particulars, becomes the agreement and contract between the parties hereto. That both parties thereby accept and agree to the terms and conditions of said bid documents, and that the parties are bound thereby and the compensation to be paid the Supplier is as set forth in the Suppliers' Bid. Items not awarded, if any, have been deleted.
    - D ☐ Five copies of the Contract.
        (1) City will furnish 5 copies of the Bid Documents to the successful Bidder who shall prepare 5 counterpart copies, each containing an exact copy of the Bid Form as submitted, required insurance as evidenced by a Certificate of Insurance, surety bonds properly executed, and Contract signed with the date of his signature.
        (2) The prepared counterpart copies shall be delivered to Owner within ten days after the date of Notice of Award.
        (3) City will sign the Contract, insert the date of his signature at the beginning of the Contract, and return one copy to Contractor after receiving the counterpart copies.

26. **FINAL PAYMENT.** Final payment shall be in a lump sum after Contractor has performed, to the City's satisfaction, all duties imposed upon him/her by the contract documents. Contractor shall allow thirty (30) days minimum for payment sum (unless otherwise specified in the bid documents). Additional payment provisions for construction projects are detailed in number 41 below.

27. **NON-DISCRIMINATION IN EMPLOYMENT.** In connection with the furnishing of supplies or performance of work under this contract, the Contractor agrees to comply with the Fair Labor Standard Act, Fair Employment Practices, Equal Opportunity Employment Act, and all other applicable Federal and State Laws, and further agrees to insert the foregoing provision in all subcontracts awarded hereunder.

28. **DOMESTIC PRODUCTS.** The City of Lee's Summit has adopted a formal written policy to encourage the purchase of products manufactured or produced in the United States (City of Lee's Summit Resolution No. 87-18, MO. State Statute No. 34.353, Section 3, (5)).

29. **TAX EXEMPT.** Do not bill tax. The City of Lee's Summit is exempt from payment of the Missouri Sales Tax in accordance with Section 39 (10), Article 3, of the Missouri Constitution and is exempt from payment of Federal Excise Taxes in accordance with Title 26, United States Code annotated.

30. **REGULATIONS PURSUANT TO SO-CALLED "ANTI-KICKBACK ACT".** The Contractor shall comply with the applicable regulations of the Secretary of Labor, United States Department of Labor, made pursuant to the so-called "Anti-Kickback Act" of June 13, 1934 (48 Stat. 948; 62 Stat. 862; Title 18 U.S.C., Section 874 and Title 40 U.S.C.; Section 276c). and any amendments or modifications thereof, shall cause appropriate provisions to be inserted in sub-contracts to insure compliance therewith by all sub-contractors subject thereto, and shall be responsible for the submission of statements required of sub-contractors thereunder, except as said Secretary of Labor may specifically provide for reasonable limitations, variations, tolerances, and exemptions from the requirements thereof.

31. **INTEREST OF CERTAIN FEDERAL AND OTHER OFFICIALS.** No member of, or delegate to the Congress of the United States and no Resident Council Member shall be admitted to any share or part of this Contract or to any benefit to arise from the same; provided, that the foregoing provision of the Section shall not be construed to extend to this Contract if made with a corporation for its general benefit.

32. **FUND ALLOCATION.** Continuance of any resulting Agreement, Contract, or issuance of Purchase Orders is contingent upon the available funding and allocation of City funds. The Contractor understands that the obligation of the City to pay for goods and/or services under the contract is limited to payment from available revenues and shall constitute a current expense of the City and shall not in any way be construed to be a debt of the City in contravention of any applicable constitutional or statutory limitations or requirements concerning the creation of indebtedness by the City nor shall anything contained in the contract constitute a pledge of the general tax revenues, funds or moneys of the City, and all provisions of the contract shall be construed so as to give effect to such intent.

33. **ASSIGNMENTS.** Neither City nor Contractor shall, without the prior written consent of the other, assign in whole or in part his interest under any of the Contract Documents and, specifically the Contractor shall not assign any moneys due or to become due without the prior written consent of the City.

34. **DEBARMENT.** By submission of its response, the Contractor certifies that neither it nor its principals is presently debarred or suspended by any Federal or State Department or agency, including listing in the U.S. General Services Administration's List of Parties Excluded from Federal Procurement or Non-Procurement programs; or if the amount of this response is equal to in excess of $100,000, that neither it nor its principals nor its subcontractors receiving sub-awards equal to or in excess of $100,000 is presently disbarred, suspended, proposed for debarment, declared ineligible or voluntarily excluded from participation in this transaction by an Federal department, agency or provision of law. If the Contractor is unable to certify any of the statements in this certification, the responder must attach an explanation to its response.

**NOTE TO BIDDERS:** THE FOLLOWING CONTRACTUAL REQUIREMENTS PERTAIN TO CONSTRUCTION PROJECTS AND OTHER PROJECTS WHICH REQUIRE ITS CONTRACTOR TO PERFORM WORK FOR THE CITY. THESE MAY NOT APPLY TO ALL MATERIAL PURCHASES OR SUPPLY CONTRACTS UNLESS SO STIPULATED.

35. **WORK HOUR AND SAFETY STANDARD ACT.** All bidders awarded contracts in excess of $2,000 for construction contracts and in excess of $2,500 for other contracts which involve the employment of mechanics or laborers shall include a provision for compliance with Sections 103 and 107 of the Contract Work Hours and Safety Standards Act (40 U.S.C. 327-330) as supplemented by Department of Labor Regulations (29CRF, Part 5). Under Section 103 of the Act, each Contractor shall be required to compute wages of every mechanic and laborer on the basis of a standard work day of 8 hours and a standard work week of 40 hours. Work in excess of the standard work day or work week is permissible provided that the worker is compensated at a rate of not less than 1 1\2 times the basic rate of pay for all hours worked in excess of 8 hours in any calendar day or 40 hours in the work week. Section 107 of the Act is applicable to construction work and provides that no laborer or mechanic shall be required to work in surroundings or under working conditions which are unsanitary, hazardous, or dangerous to his health and safety as determined under construction, safety and health standards promulgated by the Secretary of Labor. These requirements do not apply to the purchase of supplies, or materials, or articles ordinarily available on the open market, or contracts for transportation or transmission of intelligence.

36. **LABOR-RELATED REGULATIONS.** The bidder's attention is specifically directed to the special rules, regulations, and stipulations pertaining to labor listed below which may be a part of the bid as stipulated in the "Invitation to Bid"
    - A **Wage Rate Stipulation** - State of Missouri. If required by the "Invitation to Bid"
    - B **Wage Rate Determination** – Federal. If required by the "Invitation to Bid"

    The bid, contract and bonds shall be conditioned upon compliance with all provisions of the Contract Documents including these rules, regulations and stipulations.

37. **BUILDING REGULATION, PERMITS AND LAW.**
   A The "General Conditions for the Construction of Buildings" AIA Form A201 forms part of this contract as if herein bound Arbitration shall not apply to any contract resulting from this IFB.
   B Satisfy all current and applicable local codes, ordinances and licensing requirements.

38. **COORDINATION OF THE WORK.** The Contractor shall be responsible for the proper execution of all work and for the coordination of the operations of all trades, subcontractors, and supplies engaged under the Contract. He shall be prepared to provide each of his subcontractors the locations, measurements, and information they may require for the performance of their work.

39. **CHANGES IN THE WORK.**
   A The Contractor shall not make changes in the work required to be performed by omitting work, by adding work or by changing materials, fixtures or services from those specified without the prior written consent of the City and using Departments of the City of Lee's Summit, Missouri. Any authorized changes will not relieve or release the Contractor from any of these obligations under the contract. All work shall be executed under the terms of the original Contract unless it is expressly provided otherwise. Except for the purpose of affording protection against any emergency endangering life and/or property, the Contractor shall not make any changes in the Contract.
   B Each change order shall include in its final form, a detailed description of the change in the work, the Contractor's proposal for the change in price and/or time, and the statement that all work involved in the change shall be performed in accordance with Contract requirements except as modified by the change order.

40. **TIMING.**
   A Time to Commence Work: Upon receipt of Contract Documents fully executed by City and a Notice to Proceed, Contractor shall immediately proceed with the work. However, he shall not move onto the site until all required copies of insurance policies and certificates have been accepted by City.
   B Time Starts to Run: The Contract Time shall start to run on the date stated in the Notice to Proceed.
   C Time of Contract: Time is of the essence of the Contract. The work shall be prosecuted diligently at such rate of progress as will insured full completion thereof within the Contract Time. If Contractor shall neglect, refuse or fail to complete the work within the time set forth above, or any proper extension thereof granted by City, Contractor shall pay (see bid document) to City for each and every day he is in default. Because of the difficulty in determining the actual damages to be sustained by City in the event of such breach of the Contract, all amounts paid as provided herein shall be considered as and for City's liquidated damages and not as a penalty, and City shall have the right to deduct the amount of such liquidated damages from payments otherwise due to Contractor or to sue for and recover same.
   D Excusable Delays: The Contractor shall not be charged damages for any delays in the completion of the work that the Contractor is required to perform under the terms and conditions of this Contract for the following reasons:
      (1) To any acts of the Governments, including controls or restrictions upon or requisitioning of materials, equipment, tools or labor by reason of war, National Defense, or any other national emergency.
      (2) To any acts of the City.
      (3) To causes not reasonably foreseeable by the parties to this Contract at the time of the execution of the Contract which are beyond the control and without the fault or negligence of the Contractor, including but not restricted to acts of god or of the public enemy, acts of another Contractor in the performance of some other Contract with the Owner, fires, floods, epidemics, quarantine restrictions, strikes, freight embargoes, weather of unusual severity, such as hurricanes, tornadoes, cyclones, and other extreme weather conditions.
      (4) To any delay of any sub-contractor occasioned by any of the causes specified in sub-paragraphs 1, 2, and 3 above; provided however, that the Contractor promptly (within 10 days) notifies the City, in writing, of the cause of the delay. If the facts show the delay to be properly excusable under the terms of this Contract, the City shall extend the contract time by a period commensurate with the period of excusable delay to the completion of the work as a whole.

41. **PAYMENTS.**
   A Lump Sum Payments: After the final inspection and acceptance of all work under the Contract, by the City, including clean-up, the Contractor shall prepare his statement for final payment and submit it to the Owner for approval. When the required warranties and the release of liens have been executed by the Contractor, the final payment will be made which will include any amounts remaining due under the Contract. (Allow a full thirty (30) days). The Contractor will be paid the Contract price in one lump sum amount after the work is satisfactorily completed unless progress payments are approved prior to Contract award. Pay estimates are by the City Engineer as follows:
   B Engineer's Pay Estimates:
      (1) The Engineer's pay estimate, in consequence of any Contractor's application for payment will constitute a representation by him to City, based on Engineer's observations of the work in progress and on his review of the application for payment and supporting data, that the work has progressed to the point indicated that, to the best of his knowledge, information and belief, the quality of the work is in accordance with the Contract Documents (subject to an evaluation of the work as a functioning project upon substantial completion, to the results of any subsequent tests called for in the Contract Documents and any qualifications stated in his Pay Estimate); and the Contractor is entitled to payment of the amount shown in the Engineer's Pay Estimate.
      (2) Engineer shall not be deemed by his rendering of any Pay Estimate to have represented that he made exhaustive or continuous inspections to check the quality or the quantity of the work, or that he has reviewed the means, methods, techniques, sequences and procedures of construction or that he has made any examination to ascertain how or for what purpose Contractor has used the moneys paid or to be paid to him on account of the Contract price.
      (3) Engineer may refuse to refuse to render an Engineer's pay Estimate for the whole or any part of any payment if, in his opinion, he is unable to make the above representations to City. He may also refuse to render any Engineer's Pay Estimate, or because of subsequently discover evidence or the results of subsequent inspections or tests, nullify any such previous Engineer's Pay Estimate to such extent as may be necessary in his opinion to protect City from loss because of any reason set forth in General Conditions.

42. **CONTRACTOR'S CERTIFICATE AND RELEASE** (for Construction Purposes). Prior to final payment and as a condition there to, the Contractor shall execute a certificate and release. This certificate and release will set forth the undisputed balance due the Contractor under the Contract, a listing for amounts of outstanding and unsettled items which the Contractor claims are due and owing by the City to the Contractor; a certification that the work under the Contract and Change Orders has been performed in accordance with the terms, thereof, and that there are no unpaid claims for materials, supplies or equipment and no claims of laborers or mechanics for unpaid wages arising out of the performance of the Contract, a statement that, except for the amounts enumerated, the Contractor releases the City from any and all claims arising under or by virtue of the Contract. A duplicate of the certificate shall be issued to the City.

43. **SURPLUS MATERIALS.** The job site shall be kept clean and free of surplus materials, rubbish and debris at all times. All surplus materials delivered to the job site and all materials, fixtures, and equipment removed and not reused shall remain or become the property of the Contractor and its sub-contractors, and shall be removed from the job site promptly after completion, as well as all rubbish and debris resulting from their respective operations at the Contractor's expense.

44. **ACCIDENT PREVENTION.**
   A The Contractor shall exercise proper precaution at all times for the protection of persons and property and shall be responsible for all damages to persons or property, either on or off the site, which occur as a result of his prosecution of the work. The safety provisions of applicable laws and building construction codes shall be observed and the Contractor shall take or cause to be taken such additional safety and health measures as the City may determine to be reasonably necessary. All materials, parts, supplies and services rendered under the technical specifications must comply with standards of the Williams Steiger Occupational Safety and Health Act. In consideration of the price paid herein Contractor agrees to indemnify City for any penalties imposed by the Act arising out of misfeasance or malfunction of items or services purchased.
   B The Contractor shall maintain an accurate record of all cases of death, occupational disease, and injury requiring medical attention or causing loss of time from work, arising out of and in the course of employment on work under the Contract. The Contractor shall promptly furnish the City with reports concerning these matters.

45. **CONFLICTS.** No salaried officer or employee of the City and no member of the City Council or Park Board shall have a financial interest, direct or indirect, in this contract. A violation of this provision renders the contract void. Federal conflict of interest regulations and applicable provisions of Sections 105.450 – 105.496 shall not be violated. Contractor covenants that it presently has no interest and shall not acquire any interest, direct or indirect, which would conflict in any manner or degree with the performance of services to be performed under this contract. The Contractor further covenants that in the performance of this contract no person having such interest shall be employed.

46. **DAVIS BACON ACT:** The wages for any work utilizing this contract in which federal funding is utilized shall comply with any and all applicable federal laws and/or requirements to include but not limited to the Davis Bacon Act.

| CITY OF GRAIN VALLEY<br>BOARD OF ALDERMEN AGENDA ITEM | | |
|---|---|---|
| **MEETING DATE** | 03/08/21 | |
| **BILL NUMBER** | R21-21 | |
| **AGENDA TITLE** | **A RESOLUTION BY THE BOARD OF ALDERMEN OF THE CITY OF GRAIN VALLEY AUTHORIZING THE CITY ADMINISTRATOR TO SIGN AN AGREEMENT WITH THE BLUE SPRINGS, MISSOURI POLICE DEPARTMENT FOR CONFINEMENT OF PRISONERS AT THE BLUE SPRINGS POLICE DEPARTMENT DETENTION UNIT** | |
| **REQUESTING DEPARTMENT** | POLICE | |
| **PRESENTER** | James W. Beale Sr, Chief of Police | |
| **FISCAL INFORMATION** | Cost as recommended: | Not Applicable |
| | Budget Line Item: | 100-15-73650 |
| | Balance Available: | 14,000 |
| | New Appropriation Required: | [] Yes [ X] No |
| **PURPOSE** | To provide detention services for persons arrested on municipal, state, felony charges by Grain Valley Police Department, pending release or bond | |
| **BACKGROUND** | Adults arrested by the Grain Valley Police Department, on state felony charges must be held up to 24 hours for questioning and when a warrant is obtained, they must be transferred to the Jackson County Jail. The Blue Springs Police Department has agreed to provide secure detention services for adults in compliance with all requirements of state, local and federal law and consistent with industry standards. | |
| **SPECIAL NOTES** | The current Agreement will remain in place, and an amendment is being added to the agreement. | |

| | |
|---|---|
| **ANALYSIS** | Not Applicable |
| **PUBLIC INFORMATION PROCESS** | Not Applicable |
| **BOARD OR COMMISSION RECOMMENDATION** | Not Applicable |
| **DEPARTMENT RECOMMENDATION** | Staff Recommends Approval |
| **REFERENCE DOCUMENTS ATTACHED** | Resolution, Use of Detention Facility User Agreement between City of Blue Springs and Grain Valley Police Department, and the Amendment |

**CITY OF GRAIN VALLEY** **STATE OF MISSOURI**

***March 08, 2021***

RESOLUTION NUMBER
***R21-21***

**A RESOLUTION BY THE BOARD OF ALDERMEN OF THE CITY OF GRAIN VALLEY, MISSOURI AUTHORIZING THE CITY ADMINISTRATOR TO SIGN AN ANGREEMENT WITH THE BLUE SPRINGS, MISSOURI POLICE DEPARTMENT FOR CONFINEMENT OF PRISONERS AT THE BLUE SPRINGS POLICE DETENTION FACILITY**

**WHEREAS,** the Board of Aldermen of the City of Grain Valley, Missouri is dedicated to employee and public safety; and

**WHEREAS,** the Grain Valley Police Department must utilize secure detention facilities to house persons arrested on felony charges, awaiting their release or transfer; and

**WHEREAS**, the Board of Aldermen has set the funds aside for this expense in the 2016 Fiscal Year Budget; and

**WHEREAS**, the Blue Springs Police Department has agreed to provide the required detention services for all persons referred by Grain Valley Police Department.

**NOW THEREFORE, BE IT RESOLVED** by the Board of Aldermen of the City of Grain Valley, Missouri as follows:

**SECTION 1:** The City Administrator is authorized to sign into a cooperative agreement for Confinement of Prisoners with the Blue Springs Police Department.

*PASSED and APPROVED, via voice vote, (-) this __ Day of _____, 2021.*

_____
Chuck Johnston
Mayor

ATTEST:

_____
Jamie Logan
City Clerk

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AMENDMENT #1

2016-128.1R

This amendment is entered into on the _____ of _____ 2021.

The Use of Detention Facility User Agreement dated June 20, 2016 between the City of Blue Springs and the City of Grain Valley is hereby amended in paragraph 5, Indemnification, to replace it in its entirety with the following:

5. INDEMNIFICATION

USER AGENCY, to the extent allowed by law, agrees to indemnify and hold harmless, BLUE SPRINGS and its agents, servants, and employees from and against any and all claims, demands, actions, suits, judgments, and proceedings by others and against all liability including, but not limited to, any liability for damage, attorney fees or costs by reason of or arising out of any false arrest, false imprisonment, or any loss, cost, expensive and damage resulting therefrom, arising out of or in connection with this agreement. This paragraph as well as this Agreement is not intended, nor shall it be construed, to be a waiver of sovereign or other immunities and defenses available to the parties, their respective officers, employees, and agents.

In all other respects not herein amended or added, the Agreement dated June 20, 2016 referenced above shall remain in effect as originally written.

**IN WITNESS WHEREOF,** the parties hereto have set their hands and seals on the day and year herein stated.

**CITY OF GRAIN VALLEY, MISSOURI**

By: _____
Signature

Name: _____

Title: _____

**CITY OF BLUE SPRINGS, MISSOURI**

By: _____
Christine Cates, Assistant City Administrator

**APPROVED AS TO FORM**

_____
City Attorney

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**USE OF DETENTION FACILITY**
**USER AGREEMENT**
**BETWEEN**
**CITY OF BLUE SPRINGS**
**AND**
**CITY OF GRAIN VALLEY**

This agreement made and entered into this ___day of _____, 2016, by and between the City of Blue Springs, Missouri, hereinafter referred to as BLUE SPRINGS, which operates and administers the Blue Springs Police Department's Detention Facility, hereinafter referred to as DETENTION FACILITY, and the City of GRAIN VALLEY, herein after referred to as USER AGENCY.

**1. PURPOSE.**

This agreement provides for BLUE SPRINGS to provide temporary prisoner housing to the USER AGENCY for a period not to exceed forty-eight (48) hours on a space available basis.

**2. BLUE SPRINGS RESPONSIBILITIES.**

A. BLUE SPRINGS will provide housing, as space is available, for adult prisoners of the USER AGENCY for a period not to exceed forty-eight (48) hours. If said space becomes needed to house a prisoner of BLUE SPRINGS, the USER AGENCY will be provided with a minimum of ninety (90) minutes notice that the prisoner must be picked up or authorized to be released.

B. BLUE SPRINGS reserves the right to refuse to accept any prisoner who appears to be in need of medical treatment until after said potential prisoner has been seen, treated and released from a medical facility and BLUE SPRINGS determines it can provide any further care needed.

C. BLUE SPRINGS shall be responsible for booking all prisoners into the DETENTION FACILITY. BLUE SPRINGS will maintain jail records and booking logs for all prisoners entering into the DETENTION FACILITY.

D. BLUE SPRINGS shall provide the necessary bedding and toilet facilities needed to house USER AGENCY'S prisoners.

E. BLUE SPRINGS shall provide up to three (3) regular meals per day for a prisoner of USER AGENCY provided that said prisoner of the USER AGENCY is incarcerated at the time of normal meal service. There shall be no additional charge for any regular meal. However, the USER AGENCY shall provide, deliver, and pay for any special dietary meals required by USER AGENCY'S prisoner.

F. Employees of BLUE SPRINGS are solely employed by the City of Blue Springs and shall not be under the control of any other agency.

**3. USER AGENCY RESPONSIBILITIES**

A. USER AGENCY agrees that said prisoner remains the prisoner of USER AGENCY and does not become the prisoner of BLUE SPRINGS for any purpose other than insurability under policies of insurance if maintained by BLUE SPRINGS.

B. If notification is given to any employee of the USER AGENCY that a prisoner must be removed from the DETENTION FACILITY, the USER AGENCY agrees to pick up or authorize the release of said prisoner with ninety (90) minutes of receipt of notification. Removal of prisoner from DETENTION FACILITY may be for any reason and at the discretion of BLUE SPRINGS including, but not limited to, the following:

1. Space is needed in the DETENTION FACILITY for a BLUE SPRINGS prisoner.

2. Said prisoner has been determined to be injured or sick.

3. Said prisoner has been determined to be violent.

4. Said prisoner appears to persons acting on behalf of the DETENTION FACILITY to be mentally disturbed.

5. Said prisoner is physically disabled.

If said prisoner is not picked up or released by the USER AGENCY within ninety (90) minutes, said prisoner shall be released without bond.

C. USER AGENCY agrees to be responsible for any medical expenses incurred by, or on the behalf of, its prisoner during the time of confinement in the DETENTION FACILITY.

D. USER AGENCY will provide a complete copy of the arrest report along with all paperwork needed to perform the bonding function as appropriate.

**4. CHARGES FOR SERVICE.**

USER AGENCY agrees to pay BLUE SPRINGS thirty-five dollars ($35.00) per twenty-four (24) hour period or portion thereof per prisoner for each and every prisoner housed in the DETETENTION FACILITY. BLUE SPRINGS shall bill the USER AGENCY for services rendered and the USER AGENCY agrees to pay said charges within thirty (30) days of being billed. This amount may be increased with at least ninety (90) days written notice to USER AGENCY.

**5. INDEMNIFICATION.**

Both parties are insured entities under the MPR insurance pool, and, therefore, are not able to file claims against the other. In the event one of the parties would leave the MPR insurance pool, both parties shall, to the extent permitted by law, hold the other party harmless from any liability claim arising from any of its actions, omissions or failures to perform under this contract. This paragraph as well as this Agreement are not intended, nor shall it be construed, to be a waiver of sovereign or other immunities and defenses available to the parties, their respective officers, employees and agents. In no event shall either party be liable to the other for punitive damages or attorneys' fees unless specifically provided for in any insurance available to pay for such damages or costs.

**6. TERMS OF AGREEMENT.**

This agreement will become effective on the _____day of _____, 2016 and shall remain in effect for one (1) year from date of execution, but said agreement shall automatically renew annually unless either party gives the other thirty (30) days' notice of its intent to not renew. Either party to this agreement may cancel this agreement upon a thirty (30) days written notice.

**CITY OF BLUE SPRINGS**

BY: _____
Eric Johnson
City Administrator

DATE: _____

**USER AGENCY**

_____
Agency Name

_____
Chief Administrator Signature

_____
Chief Administration Printed Name

_____
Title

_____
Street Address

_____
City State Zip

_____
Phone Number

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# *Ordinances*

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| CITY OF GRAIN VALLEY<br>BOARD OF ALDERMEN AGENDA ITEM | | |
|---|---|---|
| **MEETING DATE** | 03/08/2021 | |
| **BILL NUMBER** | B21-05 | |
| **AGENDA TITLE** | **AN ORDINANCE AMENDING TRAFFIC CODE SCHEDULE II STOP INTERSECTIONS OF THE CITY OF GRAIN VALLEY MUNICIPAL CODE** | |
| **REQUESTING DEPARTMENT** | COMMUNITY DEVELOPMENT | |
| **PRESENTER** | Mark Trosen, Community Development Director | |
| **FISCAL INFORMATION** | Cost as recommended: | N/A |
| | Budget Line Item: | 210-55-73740 |
| | Balance Available | N/A |
| | New Appropriation Required: | [ ] Yes [X ] No |
| **PURPOSE** | To add existing stop sign locations to the Code of Ordinances. | |
| **BACKGROUND** | Section 350.010 grants authority to the City Engineer to install traffic control devises. These devises include stop signs. | |
| **SPECIAL NOTES** | | |
| **ANALYSIS** | The stop signs included in this ordinance are for recently completed subdivisions as well as subdivisions completed in the past where the signs are present and were not yet added to the code. Developers have paid the cost of the signs as part of their construction permit. | |
| **PUBLIC INFORMATION PROCESS** | N/A | |
| **BOARD OR COMMISSION RECOMMENDATION** | N/A | |

| | |
|---|---|
| **DEPARTMENT RECOMMENDATION** | Staff Recommends Approval |
| **REFERENCE DOCUMENTS ATTACHED** | Proposed Ordinance |

**CITY OF GRAIN VALLEY** **STATE OF MISSOURI**

BILL NO. *B21-05*

ORDINANCE NO. _____
SECOND READING _____
FIRST READING _____

**AN ORDINANCE AMENDING TRAFFIC CODE SCHEDULE II STOP INTERSECTIONS OF THE CITY OF GRAIN VALLEY MUNICIPAL CODE**

**WHEREAS,** the City of Grain Valley, Missouri, through its Code of Ordinances has the authority to erect signs giving notice to drivers to stop at intersections before at locations specified within the corporate limits; and

**WHEREAS,** according to Section 315.010 the City Engineer has authority to install traffic control devices; and

**WHEREAS,** the Mayor and the Board of Aldermen have reviewed this change and deemed it to be in the best interest of the City.

**NOW THEREFORE, BE IT ORDAINED** by the Board of Aldermen of the City of Grain Valley, Missouri as follows:

**SECTION 1:** The Traffic Code Schedule II Stop Intersections of the City of the City of Grain Valley Municipal Code is hereby amended to include the following:

| **Stop On** | **At** |
|---|---|
| Amanda Jean Way | Greystone Blvd. |
| Amanda jean Way | Hannah Court |
| Amanda Jean Way | Greystone Way |
| Ashbury Court | Cedar Lane |
| Aspen Circle | Aspen Court |
| Aspen Court | Woodbury Drive |
| Bailey Drive | Rust Road |
| Basswood Court | Rosewood Drive |
| Brentwood Court | Rosewood Drive |
| Boxelder Court | Elmwood Drive |
| Burr Oak Court | Pecan Drive |
| Burr Oak Lane | Cedar Lane |
| Burr Oak Lane | Pecan Drive |
| Burr Oak Lane | Woodbury Drive |
| Bush Drive | Jefferson Street |
| Casey Blvd. | Jefferson Street |
| Casey Blvd. | Olympic Drive |

| | |
|---|---|
| Catalpa Court | Sycamore Drive |
| Cedar Lane | Hedgewood Drive |
| Cherry Court | Sycamore Drive |
| Cottonwood Circle | Cottonwood drive |
| Crestwood Drive | Rosewood Drive |
| Crestwood Drive | Dillingham Road |
| Crestview Drive SW | Tisha Lane |
| Crumley Street | Hoot Owl Lane |
| Dillingham Road | Duncan Road |
| Dillingham Road | Pink Hill Road |
| Dogwood Drive | Hedgewood Drive |
| Eagle Ridge Blvd. | Jefferson Street |
| Eagle Ridge Drive | Pamela Blvd. |
| Eagle Ridge Drive | Eagle Ridge Blvd. |
| Elmwood Drive | Persimmon Drive |
| Erin Court | Greystone Blvd. |
| Europa Drive | Rust Road |
| Granite Drive | East Kansas City Industrial Blvd. |
| Greystone Blvd. | Buckner Tarsney Road |
| Hawthorne Court | Hedgewood Drive |
| Hedgewood Drive | Duncan Road |
| Hedgewood Drive | Dillingham Road |
| Hedgewood Drive | Persimmon Drive |
| Hedgewood Drive | Persimmon Court |
| Hickory Court | Rosewood Drive |
| Hickory Ridge Court | Woodbury Drive |
| Hickory Ridge Drive | Nicholas Drive |
| Hickory Ridge Drive | Woodbury Drive |
| Hickorywood Court | Rosewood Drive |
| Hickorywood Drive NE | Rymeg Drive |
| Hickorywood Drive NE | Megan Drive |
| High View Drive | Eagle Ridge Blvd. |
| Hillside Drive | Tisha Lane |
| Hill Top Lane | Eagle Ridge Blvd. |
| Holly Court | Magnolia Lane |
| Honeylocust Court | Elmwood Drive |
| Hoot Owl Lane | Buckner Tarsney Road |
| Jaclyn Drive | Greystone Blvd. |
| Jaclyn Drive | Hoot Owl Street |
| Jaclyn Drive | Jenson Street |
| Jaclyn Drive | Hannah Court |
| Kim Court | Jaclyn Drive |
| Lindenwood Drive | Dillingham Road |
| Lindenwood Drive | Rosewood Drive |
| Lindenwood Court | Lindenwood Drive |
| Madi Court | Bailey Drive |

| | |
|---|---|
| Madison Court | Whitney Drive |
| Magnolia Lane | Pecan Drive |
| Maple Drive | Hickory Ridge Drive |
| Maple Drive | Woodbury Drive |
| Mary Court | Greystone Blvd. |
| Meadow Lane | Hill Top Lane |
| Meadow Lane | High View Drive |
| Meadowood Drive | Tisha Lane |
| Meadowood Drive | Valley Drive |
| Minos Drive | Orion Drive |
| Mulberry Court | Hedgewood Drive |
| Mya Court | Bailey Drive |
| Nicholas Drive | Duncan Road |
| Nicholas Drive | Whitney Drive |
| Nolan Drive | Hickory Ridge Drive |
| Nolan Drive | Whitney Drive |
| Orion Drive | Rust Road |
| Pamela Blvd. | Jefferson Street |
| Pamela Blvd. | East Kansas City Industrial Blvd. |
| Pamela Blvd. | High View Drive |
| Pecan Place | Pecan Drive |
| Persimmon Drive | Dillingham Road |
| Persimmon Drive | Rosewood Drive (4 way) |
| Pond Avenue | Dillingham Road |
| Poplar Court | Hedgewood Drive |
| Redbud Drive | Hedgewood Drive |
| Red Oak Court | Pecan Drive |
| Ridgeview Drive | Tisha Lane |
| Rosewood Drive | Hedgewood Drive |
| Rosewood Drive | Persimmon Drive (4 way) |
| Rust Court | Rust Road |
| Rust Road | Duncan Road |
| Rymeg Drive | Lindenwood Drive |
| Short Street | High View Drive |
| Short Street | Hill Top Lane |
| Sweetgum Court | Sycamore Drive |
| Sycamore Drive | Hedgewood Drive |
| Sycamore Drive | Rosewood Drive |
| Sycamore Court | Hedgewood Drive |
| Sycamore Lane | Hedgewood Drive |
| Tayler Court | Bailey Drive |
| Tisha Lane | August Lane |
| Tisha Lane | Gateway Court |
| Tyer Road | Jefferson Street |
| Valley Ridge Circle | Valley Ridge Drive |
| Valley Ridge Drive | Woodbury Drive |

| | |
|---|---|
| Walnut Court | Elmwood Drive |
| Washam Court | Pond Avenue |
| Whispering Court | Pond Avenue |
| Whitney Drive | Whitney Court |
| Whitney Drive | Rust Road |
| Whitney Drive | Woodbury Drive |
| Woodbury Drive | Buckner Tarsney Road |
| Woodbury Drive | Duncan Road |
| Woodbury Lane | Duncan Road |
| Woodbury Lane | Cedar Lane |

Read two times and PASSED by the Board of Aldermen this ___day of_____, *2021*, the aye and nay votes being recorded as follows:

| | | | |
|---|---|---|---|
| ALDERMAN BASS | _____ | ALDERMAN CLEAVER | _____ |
| ALDERMAN HEADLEY | _____ | ALDERMAN KNOX | _____ |
| ALDERMAN STRATTON | _____ | ALDERMAN TOTTON | _____ |

Mayor _____ (in the event of a tie only)

Approved as to form:

_____ _____

Lauber Municipal Law
City Attorney

Chuck Johnston
Mayor

ATTEST:

_____

Jamie Logan
City Clerk

# *Staff/ Committee Reports*

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# GRAIN VALLEY PARK BOARD
# MINUTES
January 19, 2021

Meeting called to order at 7:05 P.M. by Vice President Brian Bray.

**ROLL CALL:**

**PRESENT:** Brian Bray (Vice President), Becky Gray (Secretary) Norm Combs, Don Caslavka, Jared English, Terry Hill, Chuck Harris, Alderman Jayci Stratton, Shannon Davies (Director)

**ABSENT:** Nathan Hays

**CONSENT AGENDA:**

a. **APPROVAL OF MINUTES:** Motion by Chuck Harris, seconded by Jared English to approve the November Minutes. Motion carried.

**TREASURER'S REPORT:**

a. **REVIEW OF ACCOUNTS PAYABLE/EXPENDITURES/REVENUES:** Shannon highlighted and explained the more notable expenditures pertaining to the Blue Branch Creek Bridge project and repairs made to the playgrounds/skate park. In recapping the 2020 Fiscal Year, although our Revenues are down in many of the line items (in large part due to closures/cancellations from the pandemic), we have also seen this balance out with a comparable reduction in Expenditures.

**CITIZEN COMMENTS:** none

**COMMITTEE REPORTS:**

a. **Veteran's Tribute –** Norm Combs and Mike Switzer
    i. Norm presented to the board on adding a bronze eagle (statue w/ pedestal) to Legacy Plaza. Norm provided photos of existing eagle similar to what we would be looking at for the site. There was also discussion as to where in the plaza we could erect the statue. The first steps will be to identify costs for this project and then look at potential sources of funding.
    ii. Mike stated that Pathways of Honor would like to officially dedicate the site to the Park Board turning over ownership and the long-term maintenance. This will be placed on next month's agenda under "New Business."

**OLD BUSINESS:**

a. **Christina "Kiki" Claphan Memorial Playground** – Shannon Davies
    i. Shannon is currently working on a grant application to partially fund this project through the Land, Water and Conservation Fund, administered

by the Missouri Department of Conservation. Shannon has been speaking with a landscaping design firm to not only come up with preliminary project costs to include in the grant application for matching funds, but to also use this firm to design a rendering of the new, all-inclusive playground. This promotional material will be used to solicit donations from the community for a playground that will be in memory of Kiki Claphan.

b. **Blue Branch Creek Trail (Phase 2) Project Update** – Shannon Davies
   i. Shannon stated that Dondlinger & Sons construction has done quite a bit of clearing not only for the bridge but also for the new trail to the south.
   ii. The old abutments have been removed and they have rocked the embankments. They have also det the pilings. Construction photos were provided to the board.
   iii. We are still on target to have the bridge delivered and installed by the middle of March.

c. **Football Facility Improvements** – Chuck Harris
   i. Chuck stated that GVSL's youth football program is continuing to grow and there is a need to look at additional (lighted) practice space for teams.
   ii. GVSL President, Nilesh Patel plans to speak to the board at the next meeting about the following:
      1. Installing lighting for the multi-purpose field east of the Pavilion.
      2. Crowning of the football fields on Old 40 Highway.
      3. Additional practice locations.

**NEW BUSINESS:**

a. **2021 Election of President, Vice President and Secretary** – Board Nomination/Vote
   i. Brian Bray opened nominations for President. Norm Combs nominated Brian Bray. There were no other nominations. Norm motioned to close nominations and elect Brian Bray for President by acclimation. Motion carried.
   ii. Brian Bray opened nominations for Vice President. Norm Combs nominated Jared English. There were no other nominations. Norm motioned to close nominations and elect Jared English for Vice President by acclimation. Motion carried.
   iii. Brian Bray opened nominations for Secretary. Norm Combs nominated Becky Gray. There were no other nominations. Norm motioned to close nominations and elect Beck Gray for Secretary by acclimation. Motion carried.

b. **Pool Management Services Contract Renewal –** Shannon Davies
   i. Shannon stated that they went out for bid for Pool Management Services for the next three years (2021-23). They received one bid only, which was from

Midwest Pool Management (MPM). MPM has been the company we have used since the 2009 pool season and we have been very happy with them. Shannon will be getting the contract with MPM through the Board of Aldermen at their next meeting.

d. **Park Board Vacancy –** Shannon Davies
   i. There is currently one seat on the board that was vacated by Brad Welle.
   ii. We received one application to fill the seat from Mike Switzer.
   iii. The board reviewed the application and had a few questions for Mike who present at the meeting.
   iv. Norm Combs made a motion to have the Mayor appoint Mike Switzer to the Park Board, Jared English seconded.
   v. Shannon will draft the Resolution to have Mike Switzer appointed at the February 8th Board of Aldermen meeting.

**DIRECTOR'S REPORT**

1. **Operational Updates**
   a. **New, F/T Front Desk Staff Position** – Shannon stated that they budgeted this year for a new F/T position at the community center front desk during the day Monday-Friday. This position will alleviate the excessive turnover that this position has seen over the years with P/T employees.

2. **City Updates**
   a. Shannon provided a draft of the City's new Strategic Plan. The focus of the plan is on Community Sustainability, Economic Development, Brand Identity.

3. **Past/Current Programs/Special Events**
   a. Fall Karate
   b. Preschool Player's Basketball
   c. Mini Munchkins (Santa's Little Helpers, Winter Wonderland)
   d. Candy Cane Hunt

4. **Upcoming Programs/Special Events**
   a. Father-Daughter Valentine Dance – 2/6
   b. Spring Karate – 2/9

**TOPICS FOR NEXT MEETING:**

a. Blue Branch Creek Trail (Phase 2) Project
b. Christina "Kiki" Claphan Memorial Playground
c. Football Facility Improvements
d. Legacy Plaza Transfer

**ADJOURNMENT:**

Motion by Norm Combs, seconded by Chuck Harris, to adjourn. Motion carried.

Meeting adjourned at 8:10 P.M.

Next regular meeting will be February 16, 2021.