



FINANCE COMMITTEE

Monday, August 11, 2025 4:30 PM

Administration Conference Room, City Hall

1. Call to Order

2. Financial Updates

3. Action Items

- A. Approve the minutes for the July 28, 2025, meeting
- B. Approve an agreement with Havens Construction for the NW 59th Terrace Drainage Repair project (Public Works)
- C. Approve an agreement with Wiedenmann Inc. for the Crooked Road Channel Restoration Project (Public Works)
- D. Approve Change Order No. 1 with McClure Engineering for additional work for the Bell Road Pedestrian Improvements project (Public Works)
- E. Approve Change Order No. 9 to the construction contract with E.L. Crawford Construction. Inc. for the Farmers Market Project (Parks)

4. Non-Action Items

- A. Present the draft audited financial statements and required auditor communications report for fiscal year 2024 (Administration)
- B. Update: Status of 2025 Property Tax Levy for Fiscal Year 2026

5. Unfinished Business (postponed from prior meetings)

6. Other Business

7. Adjourn



Finance Committee Meeting
Monday, July 28, 2025 4:30 PM
Administration Conference Room, City Hall

Minutes

1. Call to Order

Chair Wylie called the July 28, 2025, meeting to order at 4:31 p.m. A quorum was present.

Members Present: Chair Douglas Wylie, Vice Chair Bob Bennett, Philip Wassmer, Michael Lee (*via videoconference*) and Mayor Dean Katerndahl

City Staff Present: City Administrator Alexa Barton, Deputy City Administrator/Finance Director Bryan Kidney, City Attorney John Mautino, Police Chief Kevin Chrisman (*via videoconference*), Public Works Director Dan Harper, Community Development Director Stephen Lachky, Parks & Recreation Director Brittanie Propes and City Clerk Melissa McChesney

Others Present: Chris Cline, Confluence; Sam Tapko, George Butler Associates (*via videoconference*)

2. Financial Updates

3. Action Items

A. Approve the minutes for the July 7, 2025, meeting

Bob Bennett moved to approve the minutes for the July 7, 2025, meeting. Philip Wassmer seconded; motion passed 5-0.

B. Amend Ordinance No. 3237 to amend the 2025 salary schedule to amend Treasurer/Accountant position to Finance Director

City Administrator Alexa Barton recommended a reorganization of staff with the departure of the city treasurer. She said the new position would take on responsibilities that were not previously addressed and areas that were growing and needed to expand. The position would be a higher level department head.

Bennett moved to recommend that the Board of Aldermen amend Ordinance No. 3237 amending the 2025 salary schedule. Wassmer seconded; motion passed 5-0.

C. Review and approve the 2026-2030 Capital Improvement Program

City Administrator Alexa Barton stated that the capital improvement program being presented was proposed and not final and there were not as many projects because larger projects were designated for 2025. She added the biggest changes in the projects were in the use tax and parks and recreation.

Discussion focused on the timing of the wayside horn project and the engineering that was already budgeted, and the park projects in relation to the Parks and Recreation Master Plan.

Bennett moved to forward the 2026-2030 Proposed Capital Improvement Program to the Board of Aldermen for a work session on August 19, 2025. Wassmer seconded; motion passed 5-0.

D. **Review projected costs associated with a professional services agreement with George Butler Associates for the consulting engineering services associated with the Route 9 Complete Streets Improvements project – Route 9 from 4th Street, to Park College Entrance Drive, and from S. Crooked Road and Route FF to the intersection with MO-9 Highway**

City Administrator Alexa Barton said it was determined that additional survey and data collection work by George Butler Associates (GBA) would be needed for the Route 9 improvements project, specifically in regard to the railroad, communications with business owners on Main Street and the community, and marketing that would be done by Confluence, a subcontractor for GBA.

Chris Cline, Confluence, stated that the majority of projects that Confluence was involved in had a public engagement component. With the Route 9 project, they would be able to respond to questions quicker than a marketing firm could because of their familiarity with the project.

Discussion focused on hiring a public relations firm for marketing to help tell the story of the project. Barton recommended working with Confluence and City staff, but if there were issues, the Finance Committee could reconsider.

Bennett moved to recommend that the Board of Aldermen approve a professional services agreement with GBA for engineering services associated with Route 9 improvements from 4th Street, to Park College Entrance Drive, and from S. Crooked Road and Route FF to the intersection with Missouri 9 Highway in the amount of \$2,116,294. Wassmer seconded; motion passed 4-1 (Lee opposed).

4. Non-Action Items

5. Unfinished Business (postponed from prior meetings)

6. Other Business

City Administrator Alexa Barton said there was flood damage in the Board Room, and it would take approximately one month to fix. It was anticipated that the flooding was from the landscaping, which would need to be dug out in order to add a French drain to divert water away from the building.

Michael Lee left the meeting at 5:25 p.m.

7. Adjourn

Chair Wylie adjourned the meeting at 5:28 p.m.

Submitted by:

Melissa McChesney
City Clerk

Approval Date

CITY OF PARKVILLE

Policy Report

Date: August 5, 2025

Prepared By:

Daniel Harper, Public Works Director

Reviewed By:

Alexa Barton, City Administrator

ISSUE:

Approve an agreement with Havens Construction for the NW 59th Terrace Drainage Repair project (Public Works)

BACKGROUND:

This project is for the replacement of a stormwater drainage pipe that runs between two properties on NW 59th Terrace. The city received complaints about poor drainage in the area and performed an inspection of the condition of the existing pipe in 2024. The existing pipe is a corrugated metal pipe that had several locations that had rusted through over time and had areas where the soil underneath the pipe had scoured. In addition, there was one area where a sinkhole had formed from material draining through the pipe.

Initially, contractors were contacted about the possibility of performing a pipe lining on the damaged segment. However, due to the cost of the lining being nearly the same as replacement staff determined the best course of action was full replacement. In December 2024 City staff began designing the project. During the design staff recommended seeking a Platte County Stormwater grant to assist in funding the project. On April 1, 2025, the Board of Aldermen approved a grant application for \$33,774 from the Platte County Stormwater Grant intended to cover approximately one third of the anticipated project cost. This project was awarded this same amount by the Platte County Commission as a stormwater grant that was accepted by the Board of Aldermen on June 3, 2025.

This project was placed for bid and received a total of four bids, with Haven's Construction placing the lowest bid at \$97,995.00. Haven's Construction has done multiple projects with the City in the past and routinely works with the City on behalf of developers. Most recently, Havens performed the North National Drive Drainage Improvements project in 2023.

STRATEGIC GOAL(S):

- Infrastructure and Public Facilities

BUDGET IMPACT:

The project total is \$97,995. The Stormwater Fund includes \$75,000 for Storm Sewer General Repairs in line item 47-521.07-32-00 on page 100 of the 2025 Budget of which \$64,251 is needed in conjunction with the Platte County Stormwater reimbursable grant of \$33,774.

ALTERNATIVES:

1. Approve the item.
2. Approve the item, subject to changes.
3. Do not approve the item.
4. Postpone the item.

STAFF RECOMMENDATION:

Staff recommends approval of a construction agreement with Haven's Construction for the NW 59th Terrace Drainage Repair Project in the amount of \$97,995.00

POLICY:

The Purchasing Policy, Resolution No. 23-016, requires Board of Aldermen approval for all expenses above \$50,000, upon recommendation of the Finance Committee.

SUGGESTED MOTION:

I move to recommend that the Board of Aldermen approve a resolution approving an agreement with Havens Construction for the NW 59th Terrace Drainage Repair project in the amount of \$97,995, to authorize the mayor to sign, and to authorize the Public Works Director authority to approve change orders not to exceed 10% of the total value of the contract, or \$9,799.50 in value.

ATTACHMENTS:

1. Draft Agreement
2. Bid Tabulation
3. Construction Plans

PROJECT MANUAL FOR:

PROJECT:

**City of Parkville
NW 59th Terrace Drainage Repairs - 2025**



OWNER:

City of Parkville, Missouri

ENGINEER'S PROJECT NO. 25-03

DATE: July 21, 2025



(Sealed)

CITY OF PARKVILLE, MO

**AGREEMENT BETWEEN CITY OF PARKVILLE
AND CONTRACTOR
FOR**

PUBLIC IMPROVEMENT OF:

NW 59TH TERRACE DRAINAGE REPAIRS - 2025

This agreement is made and entered into this _____ **2025** by and between the City of Parkville, Missouri, (hereinafter the "City") and **HAVENS CONSTRUCTION COMPANY, INC.** (hereinafter the "Contractor").

WITNESSETH:

WHEREAS, the City, in the manner prescribed by law, has publicly opened, examined and evaluated the Bids submitted, and as a result of this process has, in accordance with the law, determined and declared the Contractor to be the lowest and best responsible bidder for the construction of the public improvements, and has duly selected the Contractor for award of a contract therefor upon the terms and conditions set forth in this Agreement for the sum or sums stated below.

WHEREAS, the City has caused to be prepared, in accordance with the law, Notice to Bidders, Instructions to Bidders, Bid, this Agreement, General and Special Conditions, Plans, Specifications and other documents as identified below and as further defined in the General Conditions (collectively referred to as "the Contract Documents"), for the work therein described, and has approved and adopted these said Contract Documents and has caused to be published, in the manner and for the time required by law, an advertisement inviting sealed Bids for furnishing construction materials, labor, tools, equipment and transportation necessary for, and in connection with, the construction of public improvements in accordance with the terms of this Agreement; and

WHEREAS, the Contractor, in response to the advertisement, has submitted to the City, in the manner and at the time specified, a sealed Bid in accordance with the terms of this Agreement; and

WHEREAS, the City, in the manner prescribed by law, has publicly opened, examined and evaluated the Bids submitted, and as a result of this evaluation has, in accordance with the law, determined and declared the Contractor to be the lowest and best responsible bidder for the construction of the public improvements, and has duly selected the Contractor for award of a contract therefor upon the terms and conditions set forth in this Agreement for the sum or sums set forth below.

NOW, THEREFORE, in consideration of the compensation to be paid the Contractor, and of the mutual agreements herein contained, the parties hereto have agreed, and hereby agree, the City for itself and its successors and the Contractor for itself, its, successors and assigns, as follows:

ARTICLE I. The Contractor will furnish at its own cost and expense all labor, tools, equipment, materials and transportation required to construct and complete the work designated, described and required by the Contract Documents, to wit:

all in accordance with the Contract Documents, on file with the City Clerk of Parkville, Missouri, all of which are as fully a part hereof as if repeated verbatim herein; all work to be done in a good, substantial and workmanlike manner to the entire satisfaction of the City, and in accordance with the laws of the City, the State of Kansas and the United States of America. All terms used herein shall have the meanings ascribed to them in the General Conditions unless otherwise specified.

ARTICLE II. The City shall pay to the Contractor for the performance of the work embraced in this Contract, and the Contractor will accept in full compensation therefor, the sum of **NINETY-SEVEN THOUSAND NINE HUNDRED NINETY-FIVE DOLLARS AND NO/100 (\$97,995.00)** (subject to adjustment as provided by the Contract Documents) for all work covered by and included in the Contract award and designated in the foregoing Article I, payment thereof to be made in cash or its equivalent and in the manner provided in the Contract Documents.

ARTICLE III. The contractor shall commence work upon the date stated in the Notice to Proceed and will complete all work within **60 days of the NOTICE TO PROCEED**. In addition, from the time Contractor mobilizes to the site, all improvements shall be complete within 60 calendar days. Time is of the essence. Accordingly, liquidated damages shall be assessed against Contractor, as stipulated liquidated damages and not as a penalty, in the amount of **\$200.00** for each and every calendar day the work remains incomplete over the specified completion time. Additional time requirements are set forth on the Drawings.

ARTICLE IV. This Agreement shall not become effective, nor shall Contractor commence any work hereunder, until the City has received, and approved, the Certificate of Insurance and Additional Insured-and Notice of Cancellation Endorsements, the fully executed Performance and Payment Bonds with Powers of Attorney, and the list of proposed Subcontractors from Contractor.

ARTICLE V. This Agreement is entered into, under and pursuant to, and is to be construed and enforceable in accordance with the laws of the State of Missouri.

ARTICLE VI: The following documents are made part of this agreement by reference:

Contractor's Bid Form and attachments.

- Exhibit A General Conditions of the Contract
- Exhibit A-1 Special Conditions of the Contract
- Exhibit B-1 Performance Bond
- Exhibit B-2 Payment Bond
- Exhibit B-3 Maintenance Bond
- Exhibit C List of Plans (by sheet number and date), including all addenda thereto
- Exhibit D List of Specifications (by Section number) including all addenda thereto
- Exhibit E Contractor's Affidavit Acknowledging Federal Lobbying Activities and Conflict of Interest Prohibition
- Exhibit F Sales tax exemption documentation forms
- Exhibit G Contractor's Affidavit of Compliance with Non-Discrimination and Equal Employment Opportunity Laws
- Exhibit H Affidavit of Compliance with Safety Training Requirements (§292.675 R.S. Mo.)
- Exhibit I Affidavit of Compliance with R.S. Mo §285.530.6
- Exhibit J-1 Applicable Missouri Prevailing Wage Rates
- Exhibit J-2 Prevailing Wage Rate Reporting Form
- Exhibit J-3 Certification of Compliance with Prevailing Wage Requirements
- Exhibit K Insurance Requirements
- Exhibit L Bill of Sale
- Exhibit M Bailment Agreement
- Exhibit N Conditional Partial Waiver of Lien and Release of Claims
- Exhibit O Conditional Final Waiver of Lien and Release of Claims
Certificate of Substantial completion
Certificate of Final Completion
Construction Change Directive
Change Order

WITNESS WHEREOF, the City of Parkville, Missouri, has caused this Agreement to be executed on its behalf, thereunto duly authorized, and the said Contractor has executed thru counterparts of this contract in the prescribed form and manner, dated _____.

CITY OF PARKVILLE, MISSOURI

Dean Katerndahl, Mayor

ATTEST:

(Seal)

Melissa McChesney, City Clerk

Contractor

Name/Title _____

(If the Contract is not executed by the President of the Corporation or general partner of the partnership, please provide documentation, which authorizes the signatory to bind the corporation or partnership. If a corporation, Contractor shall furnish the City a current certificate of good standing, dated within ten (10) days of the date of this Contract.)

BID FORM

NW 59TH TERRACE DRAINAGE REPAIRS - 2025

For

CITY OF PARKVILLE, MISSOURI

Bid Date: Tuesday, August 5, 2025, at 10:15 a.m. City Hall

Submitted By: Havens Construction Co, Inc.

To: City of Parkville, Missouri

THE UNDERSIGNED BIDDER, having examined the Instructions to Bidders, Contract Forms, Drawings, Specifications, General Conditions, Special Conditions, and other related Contract Documents referred to herein, and any and all Addenda thereto; the location, arrangement, and construction of existing railways, highways, streets, roads, structures, utilities, and facilities which affect or may be affected by the Work; the topography and condition of the site of the Work; and being acquainted with and fully understanding (a) the extent and character of the Work covered by this Bid Form; (b) the location, arrangement, and specified requirements of and for the proposed structures and miscellaneous items of Work appurtenant thereto; (c) the nature and extent of the excavations to be made, and the type, character and general condition of the materials to be excavated; (d) the necessary handling and re-handling of excavated materials; (e) all existing and local conditions relative to construction difficulties and hazards, labor, transportation, hauling, trucking and rail delivery facilities; and (f) all local conditions, laws, regulations, and all other factors and conditions affecting or which may be affected by the performance of the Work required by the Contract Documents.

HEREBY PROPOSES and agrees, if this Bid is accepted, to enter into agreement in the form attached hereto, and to perform all Work and to furnish all required materials, supplies, equipment, tools and plant; to perform all necessary labor; and to construct, install, erect and complete all Work stipulated in, required by, in accordance with the Contract Documents and other terms and conditions referred to therein (as altered, amended, or modified by any and all Addenda thereto) at the prices set forth in the following Schedule of Prices.

Bidder hereby agrees to commence Work under this Contract on the thirtieth day after the Effective Date of the Agreement or, if a Notice to Proceed is given, on the day indicated in the Notice to Proceed. A Notice to Proceed may be given at any time within thirty days after the Effective Date of the Agreement. The Bidder agrees to fully complete all Work within the time frame as provided for in the Agreement.

Bidder further agrees, if the Bid is accepted, to pay as an agreed amount of liquidated damages at the rate of \$200.00 per day, as provided in the Agreement, General Conditions, and Special Conditions.

Bidder accepts the provisions of the Instructions to Bidders regarding disposition of Bid Security. Bid Security is 5% of the total bid price.

Bidder acknowledges receipt of the following Addenda, which have been considered in the preparation of this Bid:

No. 1 Dated: 7/31/25
No. _____ Dated: _____

No. _____	Dated: _____
No. _____	Dated: _____
No. _____	Dated: _____

Failure to furnish all information requested below may be cause for rejection of the Bid.

Bidder agrees, if the Bid is accepted, to perform all the Work described in the Contract Documents, including all Addenda, for the prices set forth in the "Schedule of Unit Prices" presented at the end of this Section. In case of a discrepancy between the Unit Price and the Extension Figure, the Unit Price shall be considered to be the Bid

TOTAL BASE BID PRICE (IN WORDS AND FIGURES)

Ninety-seven thousand, nine hundred ninety-five dollars and 00/100

\$97,995.00

(Words)

(Figures)

The undersigned hereby agrees that this bid shall be good and may not be withdrawn for a period of thirty (30) **calendar days** after the scheduled closing time for receiving bids.

Award shall be based on the City's evaluation of prices and other factors affecting the responsibility and responsiveness of Bidders. The City reserves the right to award all, some or none of the items identified above to the successful bidder.

The undersigned hereby agrees to enter into Contract on the attached Agreement Form within fifteen (15) consecutive calendar days from the receipt of Notice of Award from the City's acceptance of this Bid, and to complete said Work within the indicated number of consecutive calendar days from the Effective Date of the Agreement, or if a Notice to Proceed is given, from the date indicated in the Notice to Proceed.

Bidder has submitted with this Bid its Bid Security as required by the Instructions to Bidders. Bidder further understands that, if the City has specified in the Instructions to Bidders that Performance and Payment Bonds are required, that the Bidder's failure to submit them on the forms provided and in compliance with all requirements may result in rejection of this Bid. The Bid Security is 5% of the bid price.

Performance and Payment Bonds are required for this Project.

If this Bid is accepted and should Bidder for any reason fail to sign the Agreement within fifteen (15) consecutive calendar days as above stipulated, the Bid Security which has been made this day with the City shall, at the option of the City, be retained by the City as liquidated damage for the delay and expense caused the City, but shall not be deemed to limit the Bidder's liability for all of the City's damages; but otherwise, it shall be returned to the undersigned in accordance with the provisions set forth in the Instructions to Bidders.

The undersigned acknowledges that the City retains the option to accept or reject any bid for any reason.

Dated at 10:15 am this 5th day of August, 2025.

LICENSE or CERTIFICATE NUMBER, if applicable _____

FILL IN THE APPROPRIATE SIGNATURE AND INFORMATION BELOW:

IF AN INDIVIDUAL: _____ Doing Business as
Signature and Title

Name of Firm

Business Address of Bidder: _____

Telephone No. _____

IF A PARTNERSHIP: _____
Name of Partnership

Member of Firm

Business Address of Bidder: _____

Telephone No. _____

IF A CORPORATION: Havens Construction Co, Inc.

Name of Corporation

By [Signature] Vice President

Signature & Title

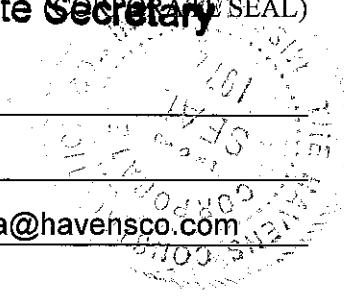
Lisa J. Holsted

ATTEST: [Signature] **Corporate Secretary** (SEAL)

Business Address of Bidder: 9400 Liberty Drive

Liberty, MO 64068

Telephone No. 816-781-4769, jbolsenga@havensco.com



If Bidder is a Corporation, supply the following information:

State in which Incorporated: Missouri

Name and Address of its: President Eric Havens

Secretary Lisa Holsted

CITY OF PARKVILLE
 NW 59TH TERR DRAINAGE REPAIRS - 2025
 SCHEDULE OF UNIT PRICES

WORK ITEM	QUANTITY	UNIT	UNIT PRICE	EXTENSION
Mobilization & General Requirements (Limited to 8% of total bid price.)	1	LS	\$7,900.00	\$7,900.00
Traffic Control: Warning signs, barriers, safety fence, flagmen as required.	1	LS	\$590.00	\$590.00
Temporary Fencing: Erect & remove temporary 6' tall chain link fence.	85	LF	\$38.00	\$3230.00
Demolition:				
Demo existing MH D concrete invert, cut wall for new 18" HDPE	1	LS	\$2850.00	\$2850.00
Demo existing culvert 18" CMP, adder to trench work for new culvert, haul & dispose.	90	LF	\$32.00	\$2880.00
Dismantle and demo existing wood fence, haul off.	125	LF	\$8.00	\$1,000.00
Demo existing concrete sidewalk, 4" thk, includes haul & dispose.	152	SF	\$5.00	\$760.00
Construction:				
Pothole utilities, hydro-excavation, est. 4' deep holes, haul off spoils.	1	LS	\$1750.00	\$1750.00
Trench and lay new 18" HDPE culvert pipe, avg 4 ft. cover depth, incl. bedding, backfill.	182	LF	\$148.00	\$26,936.00
Set vertical bend in 18" culvert, 22.5 deg HDPE elbow.	2	EA	\$875.00	\$1750.00
Pour concrete base/block below lower vertical elbow.	1.5	CY	\$650.00	\$975.00
Connect & grout new 18" HDPE to existing MH D.	1	LS	\$900.00	\$900.00
Connect & grout new 18" HDPE to existing CI-3.	1	LS	\$3750.00	\$3750.00
Set HDPE tee 18" x 4" for downspout connections.	2	EA	\$1025.00	\$2050.00
Lay 4" SDR26 PVC for connection to downspouts.	80	LF	\$88.00	\$7040.00
Lay HDPE perf drain tile with sock, below proposed 18" culvert, same trench.	65	LF	\$38.00	\$2470.00
Remove/demo existing casting at MH A.	1	LS	\$250.00	\$250.00
Pour flowable fill into MH A and abandoned 18" HDPE & CMP culverts, also voids.	15	CY	\$300.00	\$4500.00
Pour concrete sidewalk 4" thick.	152	SF	\$32.00	\$4864.00
Construct new wood privacy fence, 6' tall.	125	LF	\$84.00	\$10,500.00
Turf restoration with sod, front and side yard.	800	SF	\$9.00	\$7200.00
Lay straw ECB on slope below MH D	700	SF	\$1.50	\$1050.00
Seed & fertilizer	1	LS	\$2800.00	\$2800.00

Total Bid Price:

\$ 97,995.00
 (Use Numbers)

Ninety-seven thousand, nine hundred ninety-five dollars and 00/100

{Use Words}

Notes:

- 1 Quantities are estimates for bidding purposes. Payment will be based on actual measured units.
- 2 Note that mobilization is limited to 5% of total bid price.
- 3 Unit prices shall include all cost for material, labor, equipment, fuel, supervision, overhead and profit, etc.
- 4 Cost of incidental items shall be merged into unit prices above.



ADDENDUM NO. 1

July 31st, 2025

NW 59TH TERRACE DRAINAGE REPAIRS - 2025

This addendum is to provide additional information not originally included in the bid package. This addendum is hereby made a part of the contract documents and shall be acknowledged on the **Bid Form**. The proposal date remains unchanged.

Pre-Bid Conference:

1. The conference was held at City Hall at 2 p.m. on Thursday July 31, 2025.
2. Attendance: See list attached to this Addendum.

Clarifications:

The following questions were asked of the City and are being shared as an addendum to the **NW 59TH TERRACE DRAINAGE REPAIRS – 2025**. The questions are not listed in any particular order; however the City's responses are underlined to assist in identify the City's responses. In some instances, multiple questions of the same type were used but had the same answer.

1. *Question:* How should the flowable fill be moved to the point of delivery at Manhole "D". *Answer:* The method is up to the Contractor. Getting a concrete truck between the buildings would be difficult, and some grading and sidewalk replacement would likely be required, along with repair of any other items damaged. The City suggests use of drop bucket or Georgia buggy's, to move the material. The material could also be pumped.
2. *Question:* For the 4-inch connections to the proposed 18-inch HDPE pipe, could an inserta-tee be used? *Answer:* The City would like to use a wye connection. The engineer today checked with ADS and a local supply house has two 18"x4" wyes in stock. If a plain-end wye's are used (in lieu of bell-bell, Contractor's option) two ADS split couplers will be needed at each wye. Note: If at time of the Notice to Proceed, these wye's are not available or have excessive lead times, an inserta-tee or saddle tee will be allowed

Project Manual:

No changes.

Drawings:

1. SHEET 5 OF 8, regarding the proposed fence gates: For the fence gate at #9310 NW 59th Terr, change the gate to be a 60-inch (clear) width, with two equal gate leaves, and a steel drop rod and socket pipe set in concrete at grade. This 60-inch gate shall be installed adjacent to the north-south fenceline, with a fixed fence panel adjacent to the house.
2. SHEET 5 OF 8, regarding the removal of the 15-inch tree: This tree is a walnut, not an ash.

END OF ADDENDUM NO. 1

**Additional questions should be addressed to:
Dan Harper, Public Works Director
816-741-7676 Ext. 227**

CROOKED ROAD CHANNEL REPAIRS – 2025
 NW 59TH TERRACE DRAINAGE REPAIRS - 2025
 PRE-BID MEETING

THURSDAY, JULY 31, 2025 @ 10:00 A.M.

CITY OF PARKVILLE – CITY HALL ADMINISTRATION CONFERENCE ROOM



<u>NAME</u>	<u>COMPANY</u>	<u>EMAIL</u>	<u>PHONE</u>
Dan Harper, PW Director	City of Parkville	धारपर@parkvillemo.gov	816-268-5027
Nick Lightner, Asst. PW Director	City of Parkville	Nlightner@parkvillemo.gov	816-268-5017
Bonnie Buckmaster, PW Dept. Asst.	City of Parkville	Bbuckmaster@parkvillemo.gov	816-268-5025
Jay Norco, City Engineer	North Hills Engineering	northillseng@gmail.com	
Darrell Erwin	She Digs It	mike@shegisit.com	
Zack Price	P.E. LLC	Gator413@hotmail.com	785-615-1924
Harrison Reichman	MegaKC	megabids@megaks.com	816-472-8722
Dan Forbes	Wiedenmann, Inc.	dan@wiedenmanninc.com	816-322-1125
Mike Hallahanf ?	Jerry (illegible)	illegible	illegible

EXHIBIT A

GENERAL CONDITIONS OF THE CONTRACT FOR CONSTRUCTION

GC-1. DEFINITIONS

1. "Allowance" shall mean an item of the Work which has not been fully detailed as of the date of this Contract, and for which the City has instructed the Contractor to include a budgeted amount of money in the Contract Price, subject to reconciliation at a later time.
2. The "Bonds" shall mean the bid, performance and payment bonds, together with such other instruments of security as may be required by the Contract Documents. The forms on which Bonds must be furnished are attached to the Contract as **Exhibits B-1 and B-2**.
3. "Change Order" is a written order issued after the Contract is executed by which the City, the City Public Works Director and the Contractor agree to modifications to the Work which may result in additions or deletions to the Contract Price or Contract Time. Change Orders must be signed by the City and the Contractor to be binding.
4. "City" shall mean the City of Parkville, Missouri.
5. "City Public Works Director" shall mean the individual designated in the Contract Documents who has been employed by the City for the performance of professional services in connection with the Project.
6. The "Contract Documents" consist of (1) the Contract between the City and the Contractor (sometimes referred to herein as the "Contract"); (2) these General Conditions; (3) the Special Conditions (if any); (4) the plans; (5) the specifications; (6) all addenda issued prior to, and all modifications issued after, execution of the Contract (drawings and data which may be furnished by the Contractor and approved by the City, additional drawings which may be furnished by the Public Works Director which the City Public Works Director deems necessary to make clear the intent of the Contract Documents (and, in particular, the specifications), and the bidding documents. It is understood that the Work shall be carried out and the Project shall be constructed fully in accordance with the Contract Documents.

7. "Contract Price" shall be the amount identified in the Contract between City and Contractor as the total amount due to the Contractor for total completion of the Work as per the Contract Documents.
8. The "Contract Time" shall be the number of calendar days for completion of the Work, or a specified date by which the Work shall be completed, as stated in the Contract.
9. "Defective Work" shall mean Work which is unsatisfactory, faulty or deficient or not in conformity with the Contract Documents. It shall also include Work damaged prior to approval of final payment, unless responsibility for such damage shall have been expressly assumed by the City at Substantial Completion.
10. "Effective Date of the Contract" shall mean the date indicated in the Contract on which it becomes effective, but, if no such date is indicated, it shall mean the date on which the Contract is signed and delivered by the City to the Contractor.
11. "Final Acceptance" shall mean the date when the City Public Works Director accepts in writing that the construction of the Project is complete in accordance with the Contract Documents such that the entire Project can be utilized for the purposes for which it is intended; that all other obligations of the Contractor have been satisfied; and that the Contractor is entitled to final payment.
12. "Inspector" shall mean the person or firm authorized in writing by the City Public Works Director or the City to perform inspections of the Work as provided in the Contract Documents.
13. "Modification" shall mean a written amendment to the Contract signed by both parties changing its terms, including but not limited to Change Orders, written interpretations issued by the City Public Works Director, and written orders for minor changes in the Work issued by the City Public Works Director.
14. "Notice to Proceed" shall mean the written notice issued by the City to the Contractor fixing the date on which the Contract Time is to commence and on which the Contractor shall start to perform its obligations under the Contract Documents.
15. "Partial Occupancy" shall mean placing a portion of the Work to be provided under the Contract Documents to the use intended by the City.
16. "Plans" shall mean and include all drawings which may have been or may be furnished by the City to Contractor for use in performing the Work. The Plans, including all addenda thereto, are more specifically identified on **Exhibit C**.

17. "Prevailing Wages" shall mean those wages included in the Prevailing Wage Order issued by the State of Missouri that is included as an Exhibit **J-1** to the Contract.
18. "Shop Drawings" shall mean all drawings, diagrams, illustrations, brochures, standard schedules, performance charts, instructions, diagrams and other information and data which are submitted by the Contractor, a Subcontractor, manufacturer, fabricator, supplier or distributor to illustrate some portion of the Work as required by the Contract Documents.
19. "Specifications" shall mean those portions of the Contract Documents consisting of written technical descriptions of materials, equipment, construction methods, standards and workmanship as applied to the Work and certain administrative details applicable thereto. The Specifications, including all addenda thereto, are more specifically identified on **Exhibit D**.
20. "Subcontractor" shall mean an individual, firm or corporation having a direct contract with the Contractor or with another subcontractor for the performance of a part of the Work.
21. "Submittals" shall mean any Shop Drawing, sample or other physical or electronic information concerning a material, equipment, method of installation or other descriptive data required by the Contract Documents to be submitted by the Contractor.
22. "Substantial Completion" shall mean the state of the Project when the Work, or a designated portion thereof, is sufficiently complete in accordance with the Contract Documents, so that the City can occupy or utilize the Work or the designated portion thereof for its intended purpose.
23. "Underground Facilities" shall mean all pipelines, conduits, ducts, cables, wires, manholes, vaults, tanks, tunnels or other such facilities or attachments, and any encasements containing such facilities which have been installed underground to furnish services or materials including, but not limited to, electricity, gases, steam, liquid petroleum products, telephone or other communications, cable television, sewage and drainage removal, traffic or other control systems or water.
24. The "Work" shall mean everything required of the Contractor by the Contract Documents to complete the construction, and includes all construction, labor, materials, tools, equipment and transportation and other items reasonably inferable from the Contract Documents for a fully functional end product.
25. "Work Directive" shall mean a written order from the City Public Works Director to the Contractor to proceed with Work in the manner specified, despite disagreement between the City and the Contractor as to whether the contents of

the directive constitute a change to the Contract Documents, or the appropriate adjustment, if any, in the Contract Time or Contract Price as a result.

GC-2. SCOPE, NATURE AND INTENT OF THE CONTRACT DOCUMENTS

1. The Contract Documents as enumerated herein form the Contract for construction. The Contract Documents are complementary, but not necessarily duplicate each other, and what is called for by any one shall be as binding as if called for by all. The intention of the Contract Documents is to include all construction, labor, materials, tools, equipment and transportation necessary for the workmanlike construction of the Project in accordance with the Contract Documents.
2. Dimensions and elevations shown on the Plans shall be accurately followed, even though they may differ from scaled measurements. All Work performed under this Contract shall be done to the lines, grades, and elevations shown on the Plans. No work shown on the Plans, the dimensions of which are not indicated, shall be executed until the required dimensions have been obtained from the City Public Works Director. Contractor shall be responsible for verification of all locations, dimensions and elevations in the field (including, but not limited to verification of location of Underground Facilities and utilities) and shall verify all field dimensions shown on the Contract Documents.
3. The Contractor shall keep the City Public Works Director informed a reasonable time in advance of the times and places at which he wishes to do Work, in order that lines and grades may be furnished and necessary measurements for record and payment may be made with the minimum of inconvenience and delay to the City Public Works Director and the Contractor.
4. Any Work done without being properly located and established by base lines, offset stakes, bench marks, or other basic reference points may be ordered removed and replaced at the Contractor's cost and expense. Contractor shall notify all affected utilities of the Work and coordinate with the utilities to avoid interruption of utility service and damage to utility lines and property. This notice requirement shall also apply as to the owner/operator of any affected Underground Facility. Any project delay, damages or increase in construction costs due to utility relocation delays shall be the Contractor's responsibility.
5. Contractor, together with its Subcontractors, shall carefully examine the Contract Documents for any interferences with the Work and clearances that may be required. Contractor shall be responsible for the proper fitting of materials and equipment without substantial alterations. Contractor shall be responsible for eliminating interferences without additional cost to City. If departures from the Plans and Specifications, or other Contract Documents, are deemed necessary by Contractor, details of such departures and reasons therefor shall be submitted

to City Public Works Director, with drawings (if City Public Works Director determines that drawings are necessary), for approval as soon as practical. No such departure shall be made except at the peril of the Contractor without the prior written approval of the City Public Works Director.

6. Whenever any word or expression defined herein, or pronoun used in its stead, occurs in these Contract Documents; it shall have and is mutually understood to have the meaning herein given. Work described in words which so applied have a well-known technical or trade meaning shall be held to refer to such recognized standards.
7. Whenever in these Contract Documents the words "as ordered," "as directed," "as required", "as permitted"," as allowed," or words or phrases of like import are used, it is understood that the order, direction, requirement, permission or allowance of the City and/or the City Public Works Director is intended.
8. Whenever any statement is made in the Contract Documents containing the expression "it is understood and agreed," or an expression of like import, such expression means the mutual understanding and agreement of the parties hereto.
9. The words "approved," "reasonable," "suitable," "acceptable," "properly," "satisfactory," or words of like effect in import, unless otherwise particularly specified herein, shall mean to the reasonable satisfaction of the City.
10. Titles and subheadings as used herein and other Contract Documents are provided only as a matter of convenience and shall have no legal bearing on the interpretation of any provision of the Contract Documents.
11. Discrepancies or conflicts among the Contract Documents shall be resolved in the following order of priority:
 - a. Modifications to the Contract
 - b. The Contract
 - c. Special Conditions
 - d. General Conditions
 - e. Plans
 - f. Specifications
12. This Contract, together with the other Contract Documents, constitutes the entire agreement between the parties and supersedes all prior agreements, whether oral or written, covering the same subject matter.

13. The Contract may not be amended or modified except by a modification as hereinabove defined.

14. It is specifically agreed between the parties executing this Contract that the Contract Documents are not intended to create any third party beneficiary relationship nor authorize anyone not a party to this Contract to maintain a suit for personal injuries or property damage pursuant to the terms or provisions of this Contract. The duties, obligations and responsibilities of the parties to this Contract with respect to third parties shall remain as imposed by law.

GC-3. DEFECTS IN CONTRACT DOCUMENTS

If Contractor has reasonable cause such that it should, in the exercise of ordinary care of someone in its position, know that any errors, omissions, ambiguity, discrepancies or inconsistencies (hereinafter "defects") appear in the Contract Documents, including but not limited to, the plans, specifications and other documents or the Work, Contractor shall notify the City Public Works Director in writing of such defects prior to taking any action in reliance on any of them. Contractor shall abide by the City Public Works Director's clarification without any increase in the cost of the Work. Subcontractors and remote tier Subcontractors shall, likewise, notify the Contractor in writing of any defects therein, and it shall be the obligation of the Contractor to remedy same as if Contractor had discovered such defects itself. The Contractor will not be permitted to take advantage of any such defect.

GC-4. COPIES OF THE CONTRACT

1. Unless otherwise provided in the Contract Documents, City will furnish to Contractor a maximum of two (2) copies of the Contract Documents, free of charge, necessary for the execution of the Work.
2. Contract Documents are the property of the City, and none of the Contract Documents are to be used on other work by Contractor. At City's request, all Contract Documents shall be returned to the City with the exception of one record set for the Contractor. All models and calculations are the property of City.
3. Contractor shall keep, and make available to City, at the Project site, one copy of all Contract Documents for the Work at the Project site, in good order and legibly marked to reflect actual construction, in hard-copy or electronic form as specified in the Contract Documents. Contractor shall also maintain at the site all approved samples and a print of all approved Shop Drawings.
4. Such Documents, samples and Shop Drawings and record drawings reflecting the work as-built shall be turned over to the City at the completion of the Work if requested by the City.

GC-5. SCOPE OF WORK AND GENERAL ADMINISTRATION OF THE CONTRACT

1. Unless otherwise stipulated, Contractor shall provide and pay for all Work (including labor, transportation, tools, equipment, machinery, plant and appliances) necessary to produce the results called for by the Contract Documents.
2. The Contractor shall be solely responsible for and have complete control and charge of construction means, methods, techniques, sequences and procedures, and for safety precautions and programs in connection with the Work. Neither the City nor the City Public Works Director shall be responsible for nor have control or charge over the acts or omissions of the Contractor, Subcontractors, or any of their agents or employees, or any other persons performing any of the Work.
3. In executing the Contract, the Contractor expressly covenants and agrees that, in the undertaking to complete the Work within the time therein fixed, it has taken into consideration and made allowances for all hindrances and delays incident to such Work, whether growing out of delays in securing materials, workers, and typical weather conditions or otherwise. No charge shall be made by the Contractor for hindrances or delays from any cause during the progress of the Work, or any portion thereof, included in this Contract, except as provided elsewhere herein.
4. The Contractor shall comply with all City, County, State and Federal laws, ordinances or regulations which would in any way control the actions or operations of those engaged in the work under this Contract or which would affect the materials supplied to or by them. It shall at all times observe and comply with all ordinances, laws and regulations and shall protect and indemnify and defend the City and the City's officers and agents against any claims or liability arising from or based on any violation of same. Because the Project may involve federal funds, Contractor shall execute the affidavit attached to the Contract as **Exhibit E**, confirming its compliance with the prohibition against federal lobbying and conflicts of interest.
4. It is understood that all royalties and fees for and in connection with patents, or patent infringement, claims for materials, articles, apparatus, devices or equipment used in or furnished for the Work shall be included in the Contract Price. Final payment to the Contractor by the City shall not be made while any suit or claim involving infringement or alleged infringement of any patent remains unsettled.
5. The Contractor shall, in addition to the schedule required by these General Conditions, give to the City Public Works Director full information in advance as to its plans for carrying on any part of the Work. If at any time before the beginning or during the progress of the Work, any part of the Contractor's plant or

equipment or any of its methods of executing the Work, appear to the City Public Works Director to be unsafe, inefficient or inadequate to ensure the required quality or rate of progress of the Work, the City Public Works Director may order the Contractor to increase or improve its facilities or methods, and the Contractor shall promptly comply with such orders; but neither compliance with such orders nor failure of the City Public Works Director to issue such orders shall relieve the Contractor from its obligation to secure the degree of safety, the quality of Work and the rate of progress required by the Contract.

6. The approval by the City Public Works Director of any plan, schedule or method of Work proposed by the Contractor shall not relieve the Contractor of any responsibility therefor, and such approval shall not be considered as an assumption by the City, or any officer, agent or employee thereof, of any risk or liability, and the Contractor shall have no claim under this Contract on account of the failure or inefficiency of any plan or method so approved. Such approval shall be considered and shall mean that the City Public Works Director has no objection to the Contractor's use or adoption, at the Contractor's own risk and responsibility, of the plan or method so proposed by the Contractor.
7. It is the intent of the City to supply the Contractor with a Sales and Use Tax Exemption certificate for use in purchasing materials and supplies on the Project. This documentation, a copy of which form is attached as Exhibit "F," must be signed and returned to the City upon completion of the Project.

GC-6 ALLOWANCES

1. The Contractor shall include in the Contract Price all allowances stated in the Contract Documents. Items covered by allowances shall be supplied for such amounts and by such persons or entities as the City may direct, but the Contractor shall not be required to employ persons or entities to whom the Contractor has reasonable objection. No demand for expenses or overhead and fee for Allowance items other than those included in the Contract Price shall be allowed.
2. Unless otherwise provided in the Contract Documents,
 - (a) allowances shall cover the cost to the Contractor of materials and equipment delivered at the site and all required taxes, less applicable trade discounts;
 - (b) Contractor's costs for unloading and handling at the site, labor, installation costs, overhead, profit and other expenses contemplated for stated allowance amounts shall be included in the Contract Sum but not in the allowances; and
 - (c) whenever costs are more than or less than allowances, the Contract Price shall be adjusted accordingly by Change Order. The amount of the Change

Order shall reflect (1) the difference between actual costs and the allowances and (2) changes in Contractor's costs.

3. Materials and equipment under an allowance shall be selected by the City with reasonable promptness.

GC-7. AUTHORITY AND DUTY OF THE CITY PUBLIC WORKS DIRECTOR

The City Public Works Director is authorized to observe and inspect all Work included herein. Anything in the Contract Documents to the contrary notwithstanding, the City Public Works Director shall in all cases

- (a) determine the amount and quantities of the several kinds of Work which are to be paid for under this Contract;
- (b) rule on all questions relating to the plans and specifications for the Project;
- (c) issue written clarifications or interpretations of the requirements of the Contract Documents (in the form of drawings or otherwise) which City Public Works Director may determine are necessary, which shall be consistent with or reasonably inferable from the overall intent of the Contract Documents;

The City Public Works Director's decisions and findings shall be a condition precedent to the right of the parties to pursue disputes as otherwise provided herein. It is the intent of the Contract that there shall be no delay in the execution of the Work, and the decisions or directions of the City Public Works Director as rendered shall be promptly carried out.

GC-8. SUPERINTENDENCE AND SUPERVISION

1. Contractor shall provide all necessary supervision to the Work using its best skill, care, judgment and attention and shall keep on the Work, during its progress, a competent superintendent, and any necessary assistants, all satisfactory to City Public Works Director. The superintendent shall not be changed except with the consent of the City Public Works Director unless the superintendent proves to be unsatisfactory to the Contractor and/or ceases to be in its employ; provided however, that the City Public Works Director retains the right to require that the Contractor replace the superintendent at any time, such right not to be arbitrarily exercised.
2. Contractor shall furnish the City Public Works Director with the superintendent's cellphone and pager numbers and email address, and assure that the

superintendent is readily available to respond to calls and emails during business hours and, in emergency situations, outside of business hours.

3. Unless otherwise authorized in writing by the City Public Works Director, no Work shall be performed except when the superintendent is on-site. Contractor's superintendent shall be fluent in all languages necessary to communicate with the City, the City Public Works Director, Contractor's employees and Contractor's Subcontractors, for efficient administration, communication and safety.
4. The superintendent shall be fully authorized to act for the Contractor and receive whatever orders as may be given for the proper prosecution of the Work or notices in connection therewith. The superintendent must attend all meetings to represent Contractor and shall be informed sufficiently to adequately communicate on behalf of Contractor.
5. Use of Subcontractors on portions of the Work shall not relieve the Contractor of its obligation to have a competent superintendent directly employed by the Contractor on the Work at all times.

GC-9. CONTRACTOR'S EMPLOYEES

1. Contractor shall only engage employees who are competent to perform the Work assigned, and if the City Public Works Director so directs, Contractor shall promptly remove any employee determined by the City Public Works Director to be unacceptable. Contractor shall perform appropriate screening of candidates to assure their capability and suitability for the Work.
2. Contractor shall at all times enforce strict discipline and good order among its employees and shall not employ on the Work any unfit person or anyone not skilled in the Work assigned to him.
3. Contractor shall be responsible for compliance with all state and federal laws, if applicable, pertaining to wages, hours and benefits for workers employed to carry out the Work.
4. Contractor shall execute, and shall require all Subcontractors to execute, the affidavit which is attached to the Contract as **Exhibit G** relating to equal employment opportunity and non-discrimination.
5. **Missouri Safety Training Requirements** Contractor and all subcontractors shall provide a 10-hour OSHA construction safety program or similar program approved by the Missouri Department of Labor and Industrial Relations, to be completed on site by all employees within sixty (60) days of beginning work on the Project, pursuant to Section 292.675, Revised Statutes of Missouri. Contractor, or any subcontractors in violation of this requirement, will forfeit to the

City the sum of \$2,500 plus \$100 per day for each employee without training. The City may withhold penalties from the payment due to Contractor and its subcontractors. To assure compliance with this requirement, Contractor and all its subcontractors shall be required to execute an affidavit on the form attached hereto as **Exhibit H**.

6. **Missouri Immigration Compliance Requirements.** Contractor shall be responsible for ensuring compliance with the Immigration Reform Act of 1986 and all laws regulating immigration and the verification of eligibility for employment of persons. Contractor shall verify that its employees are eligible for employment and keep records of such verification for the periods prescribed by the Immigration Reform Act of 1986. Effective January 1, 2009, all contractors and subcontractors with contract amounts in excess of Five Thousand Dollars (\$5,000) on public projects in Missouri are required to verify the employment eligibility status of employees through the E-verify federal program administered by the Department of Homeland Security, U.S. Citizenship and Immigration Services. Contractor shall indemnify, defend and hold harmless the City against any expense incurred including imposition of fines which results from violation of such laws. Contractor affirmatively states that it is not knowingly in violation of R. S. Mo. 285.530.1 and shall not henceforth be in such violation. Contractor further agrees to execute the sworn affidavit, attached hereto as **Exhibit I**, under the penalty of perjury attesting to the fact that Contractor's employees are lawfully present in the United States. Contractor shall obtain a similarly executed affidavit from all subcontractors and sub-subcontractors with contract amounts of \$5,000 or more. Failure of Contractor to comply with this requirement shall be grounds for termination for default.

7. Prevailing Wage Requirements

- (a) All of the Work performed under this Contract is subject to the requirements of Section 290.210-.340, Revised Statutes of Missouri, requiring payment of not less than the Prevailing Wages for Platte County, Missouri, and of Title 8, Division 30, Chapter 3, of the Code of State Regulations (the "Prevailing Wage Requirements"). Attached to this Contract as **Exhibit J-1** is the Prevailing Wage Order applicable to this Contract. Contractor agrees to comply with all Prevailing Wage Requirements with regard to Prevailing Wages, including but not limited to, maintaining and submitting full and accurate payroll records as required by Section 290.290.1, RSMo. and 8 CSR 3-30.010 et seq.
- (b) Contractor shall create, maintain and submit, and shall require each of its Subcontractors to create, maintain and submit on a weekly basis, a Certified Payroll Report form, the format to be of the Contractor's own choosing which contains, at minimum, the information described on **Exhibit J-2**, indicating each worker's name, address, social security number, occupational title, hours worked, and wages paid of every worker employed in connection with

this Contract. Each payroll must be accompanied by a Certification Form substantially similar to **Exhibit J-3** indicating the accuracy and authenticity of such records, and signed by the Contractor's or Subcontractor's representative, attesting to the completeness and accuracy of the data on the Certified Payrolls. Contractor shall also post notices and identify its vehicles as provided by the Prevailing Wage Requirements.

- (c) Contractor further agrees to indemnify, defend and hold harmless the City from and against any claim, liability, assessment, fine, penalty or other cost, including attorney's fees, which may be asserted against or incurred by the City as a result of an allegation that Contractor has not complied with these Prevailing Wage Requirements, whether such claim is asserted by a worker or by the Division of Labor Standards or any other entity. This indemnification shall survive termination of this Contract

- 8. No illegal drug, alcohol, or firearm usage will be tolerated at the Site. All persons admitted to work on the Site will dress appropriately and avoid foul language. Music shall not be played at volume levels that would be objectionable to third-parties. Any worker found by the City to be violating these conduct requirements will be removed immediately.

GC-10. WORK STOPPAGES

Contractor warrants to the City that there shall be no work stoppages or interruptions arising out of labor disputes, including, but not limited to, those due to the presence of both union and non-union workforces at the job site. The City may assign to Contractor a separate gate (e.g., union or non-union gate, as applicable). The gate assigned shall be used by Contractor and all Contractor's employees, Subcontractors, visitors, suppliers, vendors and materials deliveries, as applicable. Contractor agrees that Contractor's employees and its Subcontractor's employees will continue to work notwithstanding any dispute that may involve any other contractor or employer at the job site. Anything in this Contract to the contrary notwithstanding, in the event the Contractor fails to continue performance of the Work included herein without interruption or delay, because of such picket or other form of labor dispute, the City may terminate the services of said Contractor after giving 48 hours written notice to Contractor and its sureties of its intent to do so, or the City may invoke any of the rights set forth elsewhere in the Contract Documents.

GC-11. BEGINNING, PROGRESS AND TIME OF COMPLETION OF WORK

- 1. The Contractor shall, within the time set forth in the Notice to Proceed, or if no time is stated, within ten (10) days after being instructed to do so in the written "Notice to Proceed" from the City, commence the Work to be done under this Contract; and the rate of progress shall be such that the Work shall have been completed in accordance with the terms of the Contract on or before the

termination of the construction period contractually specified, subject to any extensions of such time made as hereinafter provided. Without the prior express written consent of the City, Contractor shall do no Work until the date set forth in the Notice to Proceed.

2. The Contractor, promptly after being awarded the Contract, shall prepare and submit for the City Public Works Director's information before submission of Contractor's first request for payment, a Contractor's construction schedule for the Work. If the City Public Works Director so requests, the Contractor shall submit the schedule in an electronic format such as Primavera or other commonly utilized software program. The schedule shall not exceed time limits current under the Contract Documents; shall be revised at appropriate intervals as required by the conditions of the Work and Project; shall be related to the entire Project to the extent required by the Contract Documents; shall be coordinated with applicable Subcontractors; and shall provide for expeditious and practicable execution of the Work. Schedules of subcontractors will also be available for inspection. The Work will be performed in accordance with the most current Schedule.
3. The Contractor shall be responsible for revisions to schedules of and coordinating same with its Subcontractors, and will resolve conflicts among their schedules.
4. Night Work may be established by the Contractor, as a regular procedure, with the written permission of the City Public Works Director; such permission, however, may be revoked at any time by the City Public Works Director. Otherwise, no Work shall be done between the hours of 6:00 p.m. and 7:00 a.m., nor on weekends or City holidays, without the written approval or permission of the City Public Works Director 48 hours in advance in each case, except such Work as may be necessary for the proper care, maintenance and protection of Work already done or of equipment, or in the case of an emergency jeopardizing persons or property.
5. **All limits stated in the Contract Documents are of the essence of the Contract.**

GC-12. LIQUIDATED DAMAGES

1. It is mutually understood and agreed by and between the parties to this Contract that in the event that the Contractor shall fail in the performance of the Work specified and required to be performed within the period of time stipulated therefor in the Contract, the City will be damaged in an amount which is difficult to ascertain with certainty at this time. Therefore, the parties agree, as a representation and fair allocation of risk and not as a penalty, that after due allowance for any extension or extensions of time which may be granted under

the Contract, if the Contractor is responsible for delay in Substantial Completion of the Work, the Contractor shall pay to City, or the City may withhold from the Contractor, as stipulated liquidated damages and not as a penalty, the sum stated in the Contract for each 24-hour calendar day, including weekends and holiday that Substantial Completion is not attained.

2. In the case of joint responsibility for any delay in the final completion of the work covered by this Contract, where two or more separate contracts are in force at the same time and cover work on the same Project and at the same site, the total amount of liquidated damages assessed against all contractors under such contracts, for any one day of delay in the final completion of the Work will not be greater than the approximate total of the liquidated damages sustained by the City by reason of such delay in completion of the Work, and the amount assessed against any one contractor for such one day of delay will be based upon the individual responsibility of such contractor for the aforesaid delay as determined by, and in the judgment of, the City.
3. In the event that the City elects to accept part of the Work as Substantially Complete prior to Substantial Completion of all of the Work, the parties shall equitably adjust the daily rate of liquidated damages. In the event that the parties cannot agree on such equitable adjustment, the Contractor has the right to pursue remedies under the disputes resolution procedures stated elsewhere in these General Conditions.

GC-13. INSPECTION OF WORK

1. The City, the City Public Works Director, and any third-party inspectors ("Inspector") shall at all times have access to the Work for the observation and inspection thereof wherever it is in preparation or progress, and Contractor shall provide proper facilities for such inspection. The Contractor shall comply with the directions and instructions of the Inspector. The Contractor shall furnish all reasonable aid and assistance required for any such inspection.
2. For all Work which the Contract Documents provide will be inspected, tested, or approved, the Contractor shall give the City Public Works Director timely notice of its readiness for such inspection, testing or approval and the date fixed for such inspection, testing or approval if the inspection, testing or approval is by an authority other than City Public Works Director.
3. All specified and required tests for approval of material shall be made at the expense of the Contractor by a properly equipped laboratory of established reputation, whose work and testing facilities shall be approved by the City Public Works Director. Approval of materials based on acceptable tests will apply only while such materials as furnished equal or exceed the tested samples or test specimens in quality and minimum requirements. Any change in origin, method

of preparation or manufacture of such materials will require new test and approval thereof. Reports of all tests shall be furnished to the City Public Works Director in as many certified counterparts as may be required by the City Public Works Director.

4. If Work is found not to be in accordance with the Contract Documents, Contractor shall at his own expense bear the cost of uncovering such Work, the cost of removing same, as well as the cost of undoing and redoing the Work and other Work damaged by such nonconforming Work.
5. The City reserves the right to require inspection of any and all Work before it is covered up; and, accordingly, Contractor must notify the City Public Works Director before covering any Work. If any Work should be covered up which is required to be inspected, tested or approved and which, by virtue of being covered up, is not susceptible to being properly inspected, tested or approved, Contractor shall, if requested by Inspector, uncover such Work and bear the thereof, and of redoing same after inspection, testing or approval and redoing such other Work damaged as a result of having to uncover and redo same.
6. The Inspector shall be free at all times to perform its duties, including the observation and inspection of the Work, and intimidation or attempted intimidation of any one of them by the Contractor or by any of its employees shall be sufficient reason, if the City so desires, to terminate the Contract.
7. Any inspection, by whomsoever conducted, shall not relieve the Contractor from any obligation to perform the Work strictly in accordance with the plans and specifications, and any of the Work not so constructed shall be removed and made good by the Contractor at its own expense.

GC-14. CONCEALED CONDITIONS

1. The City makes no warranty, express or implied, that the various and sundry materials and information, including, by way of example and without limitation, soil tests, bore reports, utility locations and other such data and as-builts in the case of renovation of or addition to existing facilities, reflect actual conditions. The Contractor represents and warrants that it has examined the site and conducted such tests and examinations as it deems necessary and assumes all responsibility for the foregoing. That being the case, should the Contractor encounter (1) concealed conditions of a nature which of an unusual nature, differing materially from those ordinarily encountered or generally recognized as inherent in Work of the character provided for in this Contract; or (2) conditions which are at variance with the conditions indicated by the Contract Documents, or should unknown physical conditions below the surface of the ground, or should concealed or unknown conditions in an existing structure, be encountered, the Contract Time and/or Contract Price may be equitably adjusted

by the City upon recommendation by the City Public Works Director. No such adjustment will be made unless the Contractor brings the matter to the City Public Works Director's attention within 48 hours of first encountering the condition, and unless the condition actually interfered with the critical path of Contractor's work.

2. Discovered Artifacts. If, in the course of the Work, the Contractor encounters human remains or recognizes the existence of burial markers, archaeological sites or wetlands not indicated in the Contract Documents, the Contractor shall immediately suspend any operations that would affect them and shall notify the City Public Works Director. Upon receipt of such notice, the City Public Works Director shall promptly take any action necessary to obtain governmental authorization required to resume the operations. The Contractor shall continue to suspend such operations until otherwise instructed by the City Public Works Director but shall continue with all other operations that do not affect those remains or features. Requests for adjustments in the Contract Sum and Contract Time arising from the existence of such remains or features may be made as provided in this Contract.

GC-15. SUBMITTALS.

1. The Contractor shall prepare a submittal schedule, promptly after being awarded the Contract and thereafter as necessary to maintain a current submittal schedule, and shall submit the schedule(s) for the City Public Works Director's approval. The submittal schedule shall (1) be coordinated with the Contractor's construction schedule, and (2) allow the City Public Works Director time to review submittals. If the Contractor fails to submit a submittal schedule, the Contractor shall not be entitled to any increase in Contract Sum or extension of Contract Time based on the time required for review of submittals.
2. Contractor shall submit, with such promptness as to cause no delay in his own work or in that of any Subcontractor or other contractor, three (3) copies of all shop, fabrication, assembly, foundation and other drawings and schedules, samples, certifications or other documentation or thing required by the specifications, including, but not limited: (1) drawings of equipment and devices offered by the Contractor for approval of the City Public Works Director in sufficient detail to adequately show the construction and operation thereof; (2) drawings showing essential details of any change in design of construction proposed, for consideration by the City Public Works Director, by the contractor in lieu of the design or arrangement required by the Contract Documents, or any item of extra work thereunder; (3) all required wiring and piping layouts; (4) samples of products representative of color, finish or other characteristics as stated in the specifications; and (5) structural and reinforcing fabrication drawings. At the option of the Director of Public Works, such information may be submitted electronically.

3. The City Public Works Director shall review, respond to, accept or reject such submittals within a reasonable time after receipt thereof. Contractor shall make such revisions as deemed necessary. Failure of the City Public Works Director to reject a submittal shall not operate as acceptance, or relieve Contractor of responsibility for compliance with the Contract Documents.
4. Once the Submittal is in a form acceptable to the City Public Works Director, the Contractor shall furnish a total of not less than three (3) copies of the final Submittal, and more when required, of each drawing as finally approved, such number to include any copies of preliminary or revised drawings which are approved as submitted. After due review by the City Public Works Director, all such drawings shall become a part of the Contract Documents, and the Work or equipment shown by such drawings shall be in conformity with said drawings unless otherwise required by the City Public Works Director.
5. No Work shall be performed in connection with the fabrication or manufacture of material or equipment shown by any drawing thereof, nor shall any accessory, appurtenance or device not fabricated or manufactured by the Contractor or its Subcontractors be purchased, until the drawing or drawings therefor have been approved as stipulated, except at the Contractor's own risk and responsibility. Review for compliance by the City or the City Public Works Director of drawings or other items submitted by Contractor shall not relieve Contractor from responsibility for errors of any sort in Shop Drawings or other submittals.

GC-16. WARRANTY

1. Contractor warrants to the City that materials and equipment furnished under the Contract will be of good quality and new unless the Contract Documents require or permit otherwise. The Contractor further warrants that the Work will conform to the requirements of the Contract Documents and will be free from defects, except for those inherent in the quality of the Work the Contract Documents permit or require. Work, materials, or equipment not conforming to these requirements may be considered defective. The Contractor's warranty excludes remedy for damage or defect caused by abuse, alterations to the Work not executed by the Contractor, improper or insufficient maintenance, improper operations, or normal wear and tear and normal usage. If required by the City Public Works Director, the Contractor shall furnish satisfactory evidence as to the kind and quality of materials and equipment.
2. Should any special or specific warranties be required by any part of the Contract Documents, they shall be in addition to and not in place of the warranty of this paragraph. All manufacturer's warranties shall be assignable, and assigned to, the City.

3. Contractor shall require a similar warranty from each Subcontractor for all Work performed by such Subcontractor, which shall run to the benefit of the City. All such warranties shall be in writing and shall be promptly delivered to City. The furnishing of such warranties by Subcontractors and materialmen, however, shall not relieve Contractor of his obligations under this section. At the City's sole option, Contractor shall assign to City any rights Contractor may have against any Subcontractor and/or supplier for defective Work, materials or equipment.
4. Any provision of the Contract Documents to the contrary notwithstanding, all warranties provided for in the Contract Documents shall begin to run from the date of final payment by City to Contractor.

GC-17. APPROVAL OF EQUALS; REQUESTS FOR SUBSTITUTIONS

1. Approved equals, where permitted by the Contract Documents or otherwise made feasible by market conditions, shall be considered for approval as follows:
 - (a) Contractor shall notify City in writing if it wishes to use an alternative product, and if such was specifically named in the Contract Documents.
 - (b) If Contractor desires to use a product not specifically named in the Contract Documents, it must first inform City and receive written approval for such substitutions. City has no obligation to approve such request and is not responsible for any delay or cost incurred or caused by Contractor's making such request.
2. After this Contract has become effective, the City Public Works Director will consider a request for a substitution of products in place of those specified upon advance written request by Contractor. By making a request for a substitution, and unless otherwise specifically agreed to in writing by the City, Contractor represents that:
 - (a) Contractor has personally investigated the proposed substitute product and determined that it is equal or superior in all respects to that specified;
 - (b) Contractor will endeavor to provide at least as extensive a warranty for the substituted product as for the originally specified product. If it cannot obtain as broad a warranty for the product offered, the lesser warranty will be specifically disclosed in the request for substitution; and
 - (c) Contractor will coordinate the installation of the accepted substitute, making such adjustments as may be required for the Work to be complete in all respects.

3. The Contractor shall be solely responsible for design risks, delays and other claims arising out of any approved alternates or substitutions.
4. All specified and required tests for approval of material proposed as "equal" or as a substitution shall be made at the expense of the Contractor by a properly equipped laboratory of established reputation, whose work and testing facilities shall be approved by the City Public Works Director. Approval of materials based on acceptable tests will apply only while such materials as furnished equal or exceed the tested samples or test specimens in quality and minimum requirements. Any change in origin, method of preparation or manufacture of such materials will require new test and approval thereof. Reports of all tests shall be furnished to the City Public Works Director in as many certified counterparts as may be required by the City Public Works Director.

GC-18. PERMITS AND NOTICES

1. All permits and licenses shall be secured and paid for by Contractor, unless otherwise specified.
2. Contractor shall give all notices required by and all Work shall be done in accordance with all applicable federal and state laws, City and County laws and ordinances, building codes and rules and regulations bearing on the conduct of the Work.

GC-19. USE OF PREMISES

1. Contractor shall confine its operations to limits indicated by law, ordinances, rules, regulations, and permits of City or directions of City Public Works Director and shall not unreasonably encumber the premises and/or site.
2. Contractor shall not load or permit any part of any structure, street or highways to be loaded with a weight that exceeds load limits which that will endanger their safety.
3. Contractor shall comply with federal, state and local laws and ordinances, as well as any specific instructions regarding signs, advertisements, fires and smoking from City Public Works Director.
4. If provided in the Contract Documents, a laydown area or staging area shall be chosen by City Public Works Director. Contractor will furnish its own weather protection for materials, equipment and work in progress if required.
5. No City equipment will be taken out of service or put into service without approval of City.

GC-20. PROTECTION OF WORK AND PROPERTY

1. Contractor shall maintain at all times, as required by the conditions and progress of the Work, all necessary safeguards for the protection of life, the Work, supplies, materials and equipment on the Project site not yet incorporated in the Work, City's property and adjacent property. Contractor shall be solely liable for all damages to the City or the property of the City, to employees of the City or other contractors, to neighboring premises, or to any private or personal property, due to improper, illegal or negligent conduct of the Contractor, its Subcontractors, employees or agents in and about said Work, or in the execution of the Work. The Contractor shall be liable to the City for any damages, whether property damage or personal injury, occasioned by Contractor's use of any scaffolding, shoring, apparatus, ways, works, machinery, plant or any other process or thing that is required for the Work.
2. The Contractor shall give reasonable notice to the affected owners and utilities when any such property is liable to injury or damage through the performance of the Work and shall make all necessary arrangements with such owner or owners relative to the removal and replacement or protection of such property and/or utilities.
3. The Contractor shall satisfactorily shore, support and protect any and all structures and all excavations, pipes, sewers, drains, conduits and other Underground Facilities and shall be responsible for any damage resulting thereto. The Contractor shall not be entitled to any additional Contract Time on account of any postponement, interference or delay caused by any such structures and facilities being on the line of the Work, whether they are shown on the plans or not.
4. During unfavorable weather, or other unfavorable conditions for construction operations, the Contractor shall pursue only such portions of the Work as will not be damaged thereby. No portions of the Work, the satisfactory quality or efficiency of which will be affected by any unfavorable conditions, shall be constructed while these conditions exist, unless, by special means or precautions approved by the City Public Works Director, the Contractor shall be able to perform the Work in a proper and satisfactory manner.
5. The Contractor shall assume full responsibility for the Work and shall bear any loss and repair any damage at his/her own cost occasioned by neglect, accident, vandalism or natural cause, whether foreseen or unforeseen, during the progress of the Work and until the Work is completed and accepted by the City.
6. Contractor shall comply with any and all instructions from the City Public Works Director regarding prevention of accidents, fires or for the elimination of any unsafe practice and shall observe all the applicable recommendations of the

National Fire Protection Association Standard No. 241 (or other, later revision) "Standards for Safeguarding Building Construction and Demolition Operations".

7. Contractor shall post danger signs warning against the hazards created by such features of construction as protruding nails, hod hoists, well holes, elevator hatchways, scaffolding, window openings, stairways, falling materials, open trenches, other excavations, obstructions and similar conditions. All open trenches and other excavations shall be provided with suitable barriers, signs and lights, at Contractor's expense, such that adequate protection is provided to the public against accident by reason of such open construction. Obstructions such as material piles and equipment shall be provided with similar warning lights and signs.
8. All streets, roads, highways and other public thoroughfares which are closed to traffic, under the authority of a proper permit shall be protected, at Contractor's expense, by means of effective barricades on which shall be placed proper warning signs; such barricades being located at the nearest intersecting public highway or street on each side of the blocked section of such public thoroughfare.
9. All barricades and obstructions shall be illuminated by means of amber lights at night and all lights used for this purpose shall be at Contractor's expense and shall be kept burning from sunset to sunrise. Materials stored upon or along side public streets and highways shall be so placed, and the work at all times shall be so conducted, as to cause the minimum obstruction and inconvenience to the traveling public. All barricades, signs, lights and other protective devices in public rights-of-way shall be installed and maintained in conformity with applicable statutory requirements and as required by the Manual on Uniform Traffic Control Devices, as amended, or any other applicable statutes or ordinances.

GC-21. SAFETY

1. Contractor shall be responsible for enforcing safety rules to assure protection of the employees and property of City, to assure uninterrupted production and to assure safe working conditions for Contractor and Subcontractors and their employees and to assure the safety of the general public. In addition to any other rights the City might exercise, Contractor and/or any Subcontractor failing to follow safety rules shall be subject to eviction from the job site and may be refused reentry.

Contractor shall designate a responsible member of its organization on the Project whose duty shall be the prevention of accidents. The name and position of the person so designated shall be reported to the City Public Works Director by

Contractor. In the absence of such designation, the Contractor's Superintendent shall be deemed to be the safety representative.

2. Contractor shall develop and maintain an up-to-date emergency action plan, taking into account fires, hazardous materials, explosions, adverse weather, floods, etc., which shall be in compliance with all federal, state and local laws and ordinances. The procedures should outline specific action to be taken to protect life and to secure and protect the building materials, constructed work, buildings, equipment and the position of cranes, and shall cover, at a minimum, personal safety training for employees and subcontractors equipment; first aid-personnel and facilities; fire protection; signs, signals, and barricades; safety inspections; material handling and storage; inspections; and corrective action.
3. In an emergency affecting the safety of life, the Work, the City's property or of adjoining property, Contractor, without special instruction or authorization from the City Public Works Director, is hereby permitted to act, at its discretion, to prevent such threatened injury or loss. Any compensation claimed by Contractor on account of emergency work shall be determined by mutual agreement of City and Contractor.
4. Whenever, in the opinion of the City Public Works Director, the Contractor has not taken sufficient precaution for the safety of the public or the protection of the Work to be constructed under this Contract, or of adjacent structures or property which may be injured by process of construction, and whenever, in the opinion of the City Public Works Director, an emergency shall arise and immediate action shall be considered necessary in order to protect property interests and to avoid personal injury and/or death, then the City Public Works Director, with or without notice to the Contractor, shall have the authority to cause such work to be done and materials to be furnished at places as the City Public Works Director may consider necessary and adequate. The cost and expense of such work and material so furnished shall be borne by the Contractor. The performance of such emergency work shall in no way relieve the Contractor of responsibility for damages which may occur during or after such precaution has been duly taken.

GC-22 REPORTING OF INJURY OR DAMAGE.

1. The Contractor shall be responsible for an damage to the Work, whether due to accident, adverse weather, malicious mischief, riot, sabotage, theft, etc.;, and shall promptly return the Work to its previous condition at no cost to the City. If the loss is covered by property insurance, Contractor shall immediately report the damage and cooperate with the insurer on claims for reimbursement, but Contractor shall nevertheless promptly repair the damage so that the Work can proceed. The Contractor shall promptly remedy damage and loss (other than damage or loss insured under property insurance required by the Contract Documents) to property caused in whole or in part by the Contractor, a

Subcontractor, a Sub-subcontractor, or anyone directly or indirectly employed by any of them, or by anyone for whose acts they may be liable, except damage or loss attributable to acts or omissions of the City or anyone directly or indirectly employed by City, or by anyone for whose acts the City may be liable, and not attributable to the fault or negligence of the Contractor. The foregoing obligations of the Contractor are in addition to the Contractor's obligations under the Indemnification provision of this Contract.

2. If either party suffers injury or damage to person or property because of an act or omission of the other party, or of others for whose acts such party is legally responsible, written notice of such injury or damage, whether or not insured, shall be given to the other party within a reasonable time not exceeding 21 days after discovery. The notice shall provide sufficient detail to enable the other party to investigate the matter.

GC-23. HAZARDOUS MATERIALS

1. When use or storage of explosives or other hazardous materials or equipment or unusual methods are necessary for execution of the Work, the Contractor shall exercise utmost care and carry on such activities under supervision of properly qualified personnel.
2. The Contractor is responsible for compliance with any requirements included in the Contract Documents regarding hazardous materials. If the Contractor encounters a hazardous material or substance not addressed in the Contract Documents and if reasonable precautions will be inadequate to prevent foreseeable bodily injury or death to persons resulting from a material or substance, including but not limited to asbestos or polychlorinated biphenyl (PCB), encountered on the Site by the Contractor, the Contractor shall, upon recognizing the condition, immediately stop Work in the affected area and report the condition to the City Public Works Director in writing.
3. Upon receipt of the Contractor's written notice, the City shall take reasonable steps to verify the presence or absence of the material or substance reported by the Contractor and, in the event such material or substance is found to be present, to cause it to be rendered harmless. When the material or substance has been rendered harmless, Work in the affected area shall resume upon written agreement of the City and Contractor. By Change Order, the Contract Time shall be extended appropriately and the Contract Sum shall be increased in the amount of the Contractor's reasonable additional costs of shut-down, delay and start-up.
4. To the fullest extent permitted by law, the City shall indemnify and hold harmless the Contractor, Subcontractors, their agents and employees of any of them from and against claims, damages, losses and expenses, including but not limited to

attorneys' fees, arising out of or resulting from performance of the Work in the affected area if in fact the material or substance presents the risk of bodily injury or death and has not been rendered harmless, provided that such claim, damage, loss or expense is attributable to bodily injury, sickness, disease or death, or to injury to or destruction of tangible property (other than the Work itself), except to the extent that such damage, loss or expense is due to the fault or negligence of the party seeking indemnity. The City shall not be responsible under this Section for materials or substances the Contractor brings to the Site unless such materials or substances are required by the Contract Documents. The City shall be responsible for materials or substances required by the Contract Documents, except to the extent of the Contractor's fault or negligence in the use and handling of such materials or substances. The City shall also indemnify the Contractor against fines, penalties or other costs assessed by government agencies for the cost of remediation of a hazardous material or substance solely by reason of performing Work as required by the Contract Documents.

5. The Contractor shall indemnify the City for the cost and expense the Owner incurs (1) for remediation of a material or substance the Contractor brings to the Site and negligently handles, or (2) where the Contractor fails to perform its obligations under this Section, except to the extent that the cost and expense are due to the City's fault or negligence.

GC-24. CUTTING, PATCHING AND DIGGING

1. Contractor shall do all cutting, fitting or patching of its work so that may be required to make its several parts come together properly and fit it to receive or be received by work of others shown upon or reasonably implied by the Contract Documents.
2. Contractor shall not endanger any property of City or any other individual or entity, or the Work by cutting, digging or otherwise and shall not cut or alter the work others except with the written consent of City.
3. Contractor shall assume responsibility for the patching or repairs, by the proper trade, of damages caused by work under this Contract.
4. Contractor shall comply with all local ordinances dealing with cutting, patching and digging and shall obtain all necessary permits.

GC-25. CLEANING UP

Contractor shall at all times keep the premises/site free from accumulations of waste material or rubbish caused by its employee or Work; and at the completion of the

daily Work it shall remove all its rubbish from and about the premises/site and all its tools, scaffolding and surplus materials, and shall leave its work "broom clean" or its equivalent unless more exactly specified. In case of dispute, City may remove the rubbish and charge the cost to Contractor.

GC-26. JOBSITE OFFICE AND TEMPORARY FACILITIES

1. If required by the Contract Documents, during the performance of this Contract, the Contractor shall maintain a suitable office at or near the site of the Work which shall be the headquarters of the superintendent authorized to receive drawings, instructions, or other communications or articles from the City Public Works Director, and any such communication given to the said superintendent or delivered at the Contractor's office at the site of the Work in his/her absence shall be deemed to have been given to the Contractor. Contractor shall coordinate the placement of such office with the City Public Works Director, but unless otherwise provided in the Contract, the City does not make any representation as to the availability of space, utilities, parking or other amenities for such office. Upon completion of Work or when requested by City Public Works Director, Contractor shall remove same from City's premises and leave the area in a clean and orderly condition.
2. The operations of the Contractor shall be in full conformity with all of the rules and regulations of boards and bodies having jurisdiction with respect to sanitation. The Contractor shall obey and enforce all sanitary regulations and orders, and shall take precautions against infectious diseases and the spread of same.
3. The Contractor shall supply safe and sufficient drinking water to all of its employees. All water used in the course of the Work shall be hauled in or purchased from the local Water Company's distribution system at the Contractor's own cost and expense.
4. Except where special permission has been granted by City, Contractor shall provide and maintain sanitary temporary toilet facilities located where directed by City Public Works Director for accommodation of all persons engaged on the Work. Temporary toilets shall be enclosed and weatherproof and kept in sanitary and an approved condition at all times. After use for same has ceased, Contractor shall remove the temporary toilet facilities from City's premises and disinfect and fill any vaults.
5. Contractor shall provide and maintain temporary heat as required to protect all Work and material against injury from dampness and/or cold to the satisfaction of City Public Works Director.

6. Unless otherwise specified in the Contract Documents, Contractor shall provide, at its cost and expense, temporary power, wiring and lights from City's provided source as may be required for its operations.

GC-27. SEPARATE CONTRACTS

1. City reserves the right to perform with its own forces or let other contracts in connection with the Project. Contractor shall afford reasonable opportunity for the introduction and storage of materials and the execution of work by City or others and shall properly connect and coordinate its Work with the work of City or others.
2. If any part of Contractor's Work depends upon the work of the City or others, Contractor shall inspect and promptly report to City any defects in any such work that renders it unsuitable for proper execution or results. Its failure to so inspect and report shall constitute an acceptance by it of such other work as fit and proper for the reception of its work.
3. In the event that Contractor is performing work at a site or on a project involving City and one or more other private or governmental entities, which have their own contractors on site as well, Contractor shall advise City Public Works Director when it anticipates that there may be interference with the Contractor's work or with the work of any other contractor. City Public Works Director shall, to the best of its ability, with input from Contractor as to coordination of the work, seek to schedule work of the various contractors so as to avoid as much inconvenience and delay as possible, and the Contractor agrees to cooperate with all other contractors, and it shall so conduct its operations so as to interfere to the least possible extent with the work of such contractors or workers; provided, however, that in the event Contractor experiences a delay or damage to the Contractor's work as a result of the presence of other such contractors the City may, in its discretion, grant an extension of Contract Time and/or an adjustment in the Contract Price as may be appropriate in the circumstances.
4. The Contractor shall be responsible for any injury or damages that may be sustained by other contractors, workers or their work because of any fault or negligence on Contractor's part, and shall at its own expense repair or pay for such injury or damage. Any difference or conflict which may arise between the Contractor and contractors or between the Contractor and the workers of the City or any other entity in regard to their work, shall be adjusted and determined by the City Public Works Director. If the Work of the Contractor is delayed or damaged because of any acts or missions of any other contractor or contractors, the City may, in its discretion, grant an extension of Contract Time and/or an adjustment in the Contract Price as may be appropriate in the circumstances.

5. When two or more contracts are being executed at one time in such manner that work on one contract may interfere with that on another, the City Public Works Director shall decide which contractor shall cease work and which shall continue, whether the work on both contracts shall progress at the same time, and in what manner the work is to proceed. Similarly, when the work site of one contract is the necessary or convenient means of access for the transportation or movement of workers, materials or appliances required for the execution of another contract, such privileges of access or any other responsible privilege may be granted by City Public Works Director to the contractor so desiring to the extent which may be reasonably necessary.

GC- 28 INSURANCE

The Contractor shall furnish insurance as described in **Exhibit K** to the Contract. Contractor's failure to submit Certificates of Insurance, and Additional Insured and Notice of Cancellation/Modification Endorsements to the City as provided in the Instructions to Bidders, and in all cases prior to commencement of any Work on site, shall be grounds for termination of this Contract and exercise of the City's remedies including, but not limited to, against Contractor's Bid security.

GC-29. SURETY BONDS/SECURITY FOR PAYMENT OF OBLIGATIONS

1. If required by the Contract Documents, Contractor shall, after Notice of Award, but as a precondition to enforcement of any right of Contractor with respect to the Contract, furnish City with a Performance Bond and a Payment Bond in the full amount of the Contract Price on the forms attached to the Contract as **Exhibits B-1 and B-2**. The Bonds shall be provided by a Treasury-listed, corporate surety admitted in the State of Missouri, with an A. M. Best Rating of A- or better, and accompanied by valid Powers of Attorney if executed by an agent of the surety. Failure to furnish such Bonds within the time specified in the Notice of Award may, at the City's option, be the basis for declaring Contractor in default and pursuing such legal rights as the City deems in its best interest, including, but not limited to, enforcement of the City's rights as to bid security.
2. Contractor shall be responsible for notifying its surety of any modifications to the Contract Price or Time, and said surety shall not seek discharge as a result of any failure on Contractor's part to notify surety. If Changes to the Contract result in an increase in the Contract Price, the Contractor will be reimbursed for any additional surety bond premium, and the Contractor shall obtain a Rider to the surety bonds increasing their penal sum accordingly.
3. If the City does not require the submission of Performance and Payment Bonds, it may require Contractor to submit additional documentation to verify that the Contractor has satisfied all of its financial obligations with respect to the Contract.

GC-30. DELAYS AND EXTENSION OF TIME

1. If Contractor shall be delayed at any time in the progress of the Work by an act or omission of City, or direction of the City Public Works Director to delay or suspend Work, or by any separate contractor employed by City and over which Contractor has no control and which is not a result of the Contractor's acts or the acts of any of its employees, Subcontractors or suppliers, negligent or otherwise, then the Contract Time and the Contract Price may be extended and/or adjusted for such reasonable time and amount as the City Public Works Director shall decide, provided, that the Contractor would not have been delayed by a cause not attributable to the City or a separate contractor.
2. If adverse weather conditions are the basis for a request for additional time, such request shall be documented by data substantiating that weather conditions were abnormal for the period of time, could not have been reasonably anticipated, and had an adverse effect on the scheduled construction.
3. If the parties are unable to agree upon an appropriate Extension of Time, the Contractor shall assert a Claim in accordance with applicable provisions of this Contract's Disputes section.
4. If the Contractor is not entitled to an Extension of Time, the Owner shall be entitled to recover its actual costs, or liquidated damages as stated in the Contract, attributable to the delay by the Contractor.
5. No request for an extension of time shall be made for delay unless Contractor provides written notice to City Public Works Director of such delay, the reasons therefor and the expected length of delay within two business days of the commencement of such delay, in order to afford the City the maximum opportunity to take such action as it deems appropriate to minimize the delay or the consequences thereof. In the case of continuing cause of delay, only one written notice is necessary.
6. If the Contract Documents include a requirement that the Contractor provide maintenance services on the Work, the Contractor shall be required to deliver a Maintenance Bond on the form attached at **Exhibit B-3** prior to release of Final Payment

GC-31. CHANGES IN THE WORK

1. Change Orders. The City, without invalidating the Contract, may by direct changes in the Work which may result in an addition to or deduction from the Contract Price and/or changes in the Contract Time. A change which is agreed upon by the City and the Contractor shall be commemorated in a Change Order to be prepared by the City Public Works Director, and signed by the City and the

Contractor. Change orders of \$1,000 or less may be authorized and executed by the City Public Works Director on behalf of the City. Change Orders of \$2,500 or less may be authorized and executed by the City Administrator on behalf of the City. Change Orders of more than \$2,500 require the authorization and signature of the Mayor following approval by the City's Finance Committee and/or Board of Aldermen. The Contractor shall then be entitled to bill and be paid for the Work of the Change in the same manner as all other payments under the Contract. The Work as changed shall be subject to all the same terms and conditions as original work under this Contract.

2. Quantity Variations. Where changes in the Work involve a change in the quantity of any item paid based on unit prices, the Contract Price shall be revised by extension of the quantities and unit price such items so changed subject to written approval of the City Public Works Director. If the quantity is increased or decreased by thirty-three percent (33%) or more, and the total value of the Work affected is at least twenty percent (20%) of the Contract Price, either party may request that the City Public Works Director equitably adjust the unit price. The City Public Works Director shall advise both parties in writing of his decision on such adjustment within ten days of receipt of substantiating information from the requesting party, subject to both parties' right to dispute this decision. Pending resolution of such dispute, however, the Contractor shall be entitled to bill and be paid for the Work at the unit prices determined by the City Public Works Director in the same manner as all other payments under the Contract.
3. Minor Changes. City Public Works Director may order minor changes in the Work through field orders, which in no material or substantial way increase or decrease the Work; and such minor changes in the Work shall not involve an addition or deduction from the Contract Price nor an extension of the Contract Time.
4. Work Directives. From time to time the City Public Works Director may also issue written orders to Contractor for needed clarifications, modifications or corrections. If the Contractor and the City do not agree that such written order is a change, or on what if any adjustment to the Contract Price or Contract Time is appropriate, the City Public Works Director shall issue a directive to the Contractor describing the Work affected thereby, and the Contractor shall immediately comply with it subject to the other terms of the Contract. Any appropriate adjustment to the Contract price or Contract Time shall be resolved as follows.

The City Public Works Director shall either:

- (a) make a good faith evaluation of the appropriate adjustment to the Contract Price and/or Contract Time within ten days of receipt of substantiating proposal from the Contractor, and the Contractor shall be permitted to bill for the changed work as otherwise provided in the Contract Documents; or

- (b) direct the Contractor to keep an accurate account of its Allowable Field Costs as provided for below, and the Contractor shall be permitted to bill for, and receive, such costs plus fifteen percent (15%) as its full compensation for the Contractor's profit, overhead, general superintendence, field office expense and all other elements of cost not embraced within the Allowable Field Costs; or
- (c) If the City Public Works Director has determined in good faith that no change has occurred, and that the work covered by the Work Directive is part of the Contractor's obligations under the Contract Documents, the City Public Works Director directs the Contractor to proceed with the Work. The Contractor may keep records of its allowable costs and submit them through the disputes process as otherwise provided herein.
- (d) Where a Work Directive results in a credit to the City, the credit will be for allowable costs only, and no credit will be given back to the City for overhead or profit unless the Work reduced equals or exceeds ten percent (10%) of the Contract Price.
- (e) If the City Public Works Director determines that the value of any work performed under a Work Directive shall be based on costs incurred, the Contractor shall keep accurate records of its Allowable Field Costs as defined below.
 - (i) Where extra work is to be compensated based on Allowable Field Costs, only the following costs, as actually incurred and documented, will be paid to the Contractor:
 - (1) The cost of all workers, such as foremen, timekeepers, mechanics, and laborers, for the time actually employed in the performance of the said extra work;
 - (2) All materials and supplies;
 - (3) Trucks and rental on machinery and equipment for the time actually employed or used in the performance of said extra work, but not to exceed the purchase price of any such items if rented from third parties, and, if the items are owned by Contractor or an affiliate of Contractor, the rental rate shall not exceed eight-five percent (85%) of the local standard rental rate for similar items;
 - (4) Any transportation or travel charges necessarily incurred in connection with said equipment authorized by the City Public Works Director for use on said work and similar operating expenses;

- (5) All incidental expenses incurred as a direct result of such extra work, including payroll taxes and a ratable proportion of premiums for insurance, where the premiums therefor are based on payroll costs, public liability and property damage, worker's compensation, and other insurance required by the Contract; provided, however, Contractor must enumerate and justify to City's satisfaction any such claimed incidental expenses;
 - (6) Additional premiums for surety bonds, upon receipt by the City of riders increasing the penal sum of the bonds.
- (ii) Without in any way limiting City's right to challenge any individual costs claimed by Contractor, incidental costs shall not include:
- (1) Payroll costs and other compensation of Contractor's officers, executives, principals (of partnership and sole proprietorships), general managers, Public Works Directors, architects, estimators, lawyers, auditors, accountants, purchasing and contracting agents, expeditors, timekeepers, clerks and other personnel employed by Contractor whether at the site or in Contractor's principal or a branch office for general administration of the work unless specifically agreed to by City - all of which are to be considered administrative costs covered by the Contractor's overhead and profit.
 - (2) Expenses of Contractor's principal and branch offices other than Contractor's office at this site.
 - (3) Any part of Contractor's capital expenses, including interest on Contractor's capital employed for the Work and charges against Contractor for delinquent payments.
 - (4) Costs due to the negligence of Contractor, any Subcontractor, or anyone directly or indirectly employed by any of them or for whose acts any of them may be liable, including but not limited to, the correction of defective Work, disposal of materials or equipment wrongly supplied and making good any damage to property.
 - (5) Other overhead of general expense costs of any kind and the costs of any item not specifically and expressly agreed to by City.

The City Public Works Director may direct the form in which accounts of the Allowable Field Cost shall be kept and may also specify in writing, before the Work commences, the method of doing the Work and the type and kind of machinery and equipment, if required, which shall be used in the performance of extra work

5. If either party wishes to take exception to the City Public Works Director's decisions as to whether an item constitutes a Change, or the appropriate adjustment to the Contract Price or Contract Time associated with a Change, it shall notify the City Public Works Director, with a copy of such notice to the other party, within seven (7) days of receipt of the City Public Works Director's decision. Failure to give such notice shall constitute acceptance of the City Public Works Director's decision.
6. Except for Work done as a result of an emergency endangering life or property, no Work resulting in an additional pay item shall be performed unless pursuant to the provision of a Change Order or a Work Directive.

GC-32. INDEMNITY

1. Definitions. For purposes of indemnification requirements as set forth throughout the Contract, the following terms shall have the meanings set forth below:
 - (a) "The Contractor" means and includes Contractor, all of his affiliates and subsidiaries, his Subcontractors and materialmen and their respective servants, agents and employees; and
 - (a) "Loss" means any and all loss, damage, liability or expense, of any nature whatsoever, whether incurred as a judgment, settlement, penalty, fine or otherwise (including attorney's fees and the cost of defense), in connection with any action, proceeding, demand or claim, whether real or spurious, for injury, including death, to any person or persons or damages to or loss of, or loss of the use of, property of any person, firm or corporation, including the parties hereto, which arise out of or are connected with, or are claimed to arise out of or be connected with, the performance of this Contract whether arising before or after the completion of the Work required hereunder.
2. The Indemnities. For purposes of this Contract, and without in any way limiting indemnification obligations that may be set forth elsewhere in the Contract, and to the greatest extent permitted by applicable law, Contractor hereby agrees to indemnify, defend and hold harmless the City from any and all Loss to the extent such Loss is caused or incurred by, on account of or as a result of the negligence or other actionable fault of the Contractor, its employees, agents, Subcontractors and suppliers or any other party for whom Contractor is responsible.

It is agreed as a specific element of consideration of this Contract that this indemnity shall apply notwithstanding the joint, concurrent or contributory or comparative fault or negligence of the City or any third party and, further, notwithstanding any theory of law including, but not limited to, a characterization of the City's or any third party's joint, concurrent or contributory or comparative fault or negligence as either passive or active in nature.

Additionally, Contractor agrees to defend any claim, action or suit that may be brought against City, its governing body, officers, agents or employees for infringement of any patents arising out of the performance of this Contract or out of the use or disposal by or for the account of City of supplies furnished or construction work performed hereunder, and also to indemnify and hold harmless City, its governing body, officers, agents, and employees against all judgments, decrees, damages, costs and expenses recovered against it or them sustained by it or them on account of any such actual or alleged infringement.

3. General Limitation. Nothing in this section shall be deemed to impose liability on the Contractor to indemnify the City for Loss to the extent that the City's negligence or other actionable fault is the cause of Loss.
4. Waiver of Statutory Defenses. With respect to the City's rights as set forth herein and to the greatest extent permitted by applicable law, the Contractor expressly waives all statutory defenses, including, but not limited to, those under workers compensation, contribution, comparative fault or similar statutes to the extent said defenses are inconsistent with or would defeat the purposes of this section.

GC-33. ASSIGNMENT OF CONTRACT

Contractor shall not assign any of its rights under the Contract without the express, advance written consent of the City. In case the Contractor assigns all, or any part, of the monies due or to become due under this Contract, the right of the assignee in and to any monies due or to become due the Contractor shall be subject to all prior claims of all persons, firms, and corporations for services rendered or materials supplied for the performance of the Work called for in this Contract and no money shall be paid assignee on behalf of the Contractor by the City until such time as the Contractor has discharged its obligations to the City under the Contract. It is expressly understood and agreed that no assignment shall be effective as against the City unless it complies with the foregoing.

GC-34. SUBCONTRACTING

1. The Contractor shall not make any substitution for any Subcontractor unless the City so agrees in writing. The City reserves the right to disapprove the use of any subcontractor, but its failure to exercise such right shall not constitute acceptance of the work of any subcontractor. Disapproval of a subcontractor shall not be grounds for an adjustment to the Contract Price or Contract Time.
2. Should any Subcontractor fail to perform in a satisfactory manner, the Contractor shall immediately take appropriate action to rectify the failure of its Subcontractors. The Contractor shall be as fully responsible to the City for the

acts and omissions of its Subcontractors, and of persons either directly or indirectly employed by them, as Contractor is for the acts and omissions of persons directly employed by it.

3. The Contractor shall cause appropriate provisions to be inserted in all subcontracts to bind Subcontractors to the Contractor by the terms of the Contract Documents insofar as applicable to the work of the Subcontractor and to give the Contractor the same power to terminate any subcontract as the City has to terminate the Contractor under any provisions of the Contract Documents.
4. Contingent Assignment of Subcontracts to City. Each subcontract agreement for a portion of the Work is assigned by the Contractor to the City, provided that
 - (a) assignment is effective only after termination of the Contract by the City for cause pursuant to this Contract's termination provisions, and only for those subcontract agreements that the Owner accepts by notifying the Subcontractor and Contractor in writing; and
 - (b) assignment is subject to the prior rights of the surety, if any, obligated under bond relating to the Contract.
 - (c) When the City accepts the assignment of a subcontract agreement, the Owner assumes the Contractor's rights and obligations under the subcontract.
 - (d) Upon such assignment, if the Work has been suspended for more than 30 days, and if a Subcontractor provides backup for additional costs arising from the suspension, the Subcontractor's compensation shall be equitably adjusted for increases in cost resulting from the suspension.
 - (e) Upon such assignment to the City under this Section, the City may further assign the subcontract to a successor contractor or other entity. If the City assigns the subcontract to a successor contractor or other entity, the City shall nevertheless remain legally responsible for all of the successor contractor's obligations under the subcontract.
6. Nothing contained in the Contract Documents shall create any contractual relationship between any Subcontractor and the City, nor shall anything contained in the Contract Documents create any obligation on the part of the City to pay to or to see to the payment of any sums due any Subcontractor.

GC-35. CORRECTION OF WORK

1. The Contractor shall promptly correct Work rejected by the City Public Works Director or Inspector or failing to conform to the requirements of the Contract Documents, whether discovered before or after Substantial Completion and

whether or not fabricated, installed or completed, and remove from the site portions of the Work that are not in accordance with the requirements of the Contract Documents. Costs of correcting such rejected Work, including additional testing and inspections, the cost of uncovering and replacement of destroyed or damaged construction (whether completed or partially completed) of the City or separate contractors caused by the Contractor's correction or removal of Work, and compensation for the Inspector's services and expenses made necessary thereby, shall be at the Contractor's expense.

2. If Contractor should neglect to prosecute the work properly or fail to perform any provision of the Contract Documents, the City, after three (3) days' written notice to Contractor may, without prejudice to any other remedy it may have, make good such deficiencies and may deduct the cost thereof from the payment then or thereafter due Contractor.
3. In addition to the Contractor's Warranty obligations if, within two years after the date of Substantial Completion of the Work or designated portion thereof (or, if the Work in question was performed after Substantial Completion, from the date on which the Work was completed) or after the date for commencement of warranties or by terms of an applicable special warranty required by the Contract Documents, any of the Work is found to be not in accordance with the requirements of the Contract Documents, the Contractor shall correct it promptly after receipt of written notice from the City Public Works Director to do so, unless the City Public Works Director has previously given the Contractor a written acceptance of such condition. The Owner shall give such notice promptly after discovery of the condition. During the two-year period for correction of Work, if the City Public Works Director fails to notify the Contractor and give the Contractor an opportunity to make the correction, the City waives the rights to require correction by the Contractor and to make a claim for breach of warranty. If the Contractor fails to correct nonconforming Work within a reasonable time during that period after receipt of notice from the City Public Works Director, the City may correct it in accordance with the provisions of this Contract.
4. Nothing contained in this Section shall be construed to establish a period of limitation with respect to other obligations the Contractor has under the Contract Documents. Establishment of the two-year period for correction of Work as described herein relates only to the specific obligation of the Contractor to correct the Work, and has no relationship to the time within which the obligation to comply with the Contract Documents may be sought to be enforced, nor to the time within which proceedings may be commenced to establish the Contractor's liability with respect to the Contractor's obligations other than specifically to correct the Work.
5. If the City prefers to accept Work that is not in accordance with the requirements of the Contract Documents, the City may do so instead of requiring its removal and correction, in which case the Contract Price will be reduced as appropriate

and equitable. Such adjustment shall be effected whether or not final payment has been made.

GC-36. DISPUTE RESOLUTION

1. City and Contractor agree that disputes relative to the Work shall first be addressed by negotiations between the parties. Such negotiations shall take place within thirty (30) days of demand by the party seeking resolution of the dispute. If direct negotiations fail to resolve the dispute, the party initiating the claim that is the basis for the dispute shall be free to take such steps as it deems necessary to protect its interests; provided, however, that notwithstanding any such dispute Contractor shall proceed with the Work as per the Contract Documents as if no dispute existed.
2. In order to preserve its rights to dispute a matter hereunder, the complaining party must submit a written notice to the other party setting forth the basis for its complaint within twenty (20) calendar days following receipt of the decision of the City Public Works Director as to such matter or other action on which the dispute is based. A decision of the City Public Works Director (where appropriate) under GC-7 above; notice of dispute, and direct negotiation, shall be conditions precedent to any further legal action.
3. Should the Contractor believe that it is entitled to any relief due to errors, omissions or defects in the Plans or Specifications, or as a result of any act or omission of an independent contractor designer in connection with the Project, the City shall cooperate with the Contractor by permitting the Contractor to pursue legal action against the designer in the name of the City at Contractor's sole risk and expense as the City would otherwise have against such designer. The City shall pay to Contractor such sums as may be recovered from the designer on behalf of Contractor. Other than this duty of cooperation and remittance, the City shall have no liability or obligation to Contractor for any act, error, omission, negligence or breach of duty by a designer.
4. Arbitration of disputes.
 - a. Claims, except those waived as provided for elsewhere in this Contract, which have not been resolved by mediation, shall be decided by arbitration which, unless the parties mutually agree otherwise, in accordance with the Construction Industry Arbitration Rules of the American Arbitration Association currently in effect at the time of the arbitration. The demand for arbitration shall be filed in writing with the other party to the Contract and with the American Arbitration Association.
 - b. A demand for arbitration may be made no earlier than concurrently with the filing of a request for mediation, but in no event shall it be made after

the date when institution of legal or equitable proceedings based on such Claim would be barred by the applicable statute of limitations.

- c. An arbitration pursuant to this Section may be joined with an arbitration involving common issues of law or fact between the Owner or Contractor and any person or entity with whom the Owner or Contractor has a contractual obligation to arbitrate disputes which does not prohibit consolidation or joinder. No other arbitration arising out of or relating to the Contract shall include, by consolidation, joinder or in any other manner, an additional person or entity not a party to the Contract or not a party to an agreement with the Owner Contractor, except by written consent containing a specific reference to the Contract signed by the Owner and Contractor and any other person or entities sought to be joined. Consent to arbitration involving an additional person or entity shall not constitute consent to arbitration of any claim, dispute or other matter in question not described in the written consent or with a person or entity not named or described therein. The foregoing agreement to arbitrate and other agreements to arbitrate with an additional person or entity duly consented to by the parties to the Contract shall be specifically enforceable in accordance with applicable law in any court having jurisdiction thereof.
- d. Claims and Timely Assertion of Claims. The party filing a notice of demand for arbitration must assert in the demand all Claims then known to that party on which arbitration is permitted to be demanded.
- e. Judgment on Final Award. The award rendered by the arbitrator or arbitrators shall be final, and judgment may be entered upon it in accordance with applicable law in any court having jurisdiction thereof.

GC-37. RIGHT OF CITY TO SUSPEND OR TERMINATE CONTRACT

- 1. Suspension of Work by the City. The City Public Works Director may, without cause, order the Contractor in writing to suspend, delay or interrupt the Work in whole or in part for such period of time as the City may determine. The Contract Price and Contract Time shall be adjusted for increases in the cost and time caused by such suspension, delay or interruption. No adjustment shall be made to the extent that performance is, was or would have been so suspended, delayed or interrupted by another cause for which the Contractor is responsible; or that an equitable adjustment is made or denied under another provision of the Contract.
- 2. Termination of the Contract by the City. If any of the conditions enumerated below are found by the City to have occurred:
 - (a) the Work to be done under this Contract shall be abandoned by the Contractor; or

- (b) this Contract shall be assigned by Contractor otherwise than as herein provided; or
- (c). at any time the City Public Works Director shall certify in writing to the City that:
- (i) the performance of the Work under this Contract is being unnecessarily delayed such that all Bid items of the Project are not completed within the time named for their completion or within the time to which such completion date may be extended;
 - (ii) that the Contractor is violating any of the conditions or covenants of this Contract or the specifications therefor;
 - (iii) that the Contractor is executing the same in bad faith or otherwise not in accordance with the terms of said Contract; or
 - (iv) if the Contractor defaults in any material manner in its performance of the Contract; or
- (d) a petition should be filed in bankruptcy by the Contractor, or by others seeking to have Contractor adjudged bankrupt and a motion is not made by Contractor within ten (10) days seeking assumption of the Contract and manifesting the ability to fulfill all of Contractor's obligations and curing all of Contractor's defaults; or if a general assignment of its assets should be made for the benefit of its creditors; or if a receiver should be appointed for the Contractor or any of its property;

then, in addition to other rights the City may choose to exercise, the City may, at its option, serve written notice upon the Contractor and its surety of City's intention to terminate this Contract, and unless within five (5) days after the serving of such notice upon the Contractor, a satisfactory arrangement be made for the continuance thereof, this Contract shall cease and terminate.

3. In the event of such termination, the City shall immediately serve notice thereof upon the surety and the Contractor, and the surety shall have the right to take over and complete the Work; provided, however, that if the surety does not commence performance thereof promptly, the City may take over the Work and prosecute same to completion, by contract or otherwise, for the amount and at the expense of the Contractor, and the Contractor and its surety shall be liable to the City for any and all excess cost sustained by the City by reason of such prosecution and completion; and in such event the City may take possession of, and utilize in completing the Work, all such materials, equipment, tools and plant as may be on the site of the Work and necessary therefor.

4. When Contractor's services have been so terminated, such termination shall not affect any rights or remedies of City against Contractor then existing or which may later accrue. Similarly, any retention or payment of monies due Contractor shall not release Contractor from liability.
5. The City also reserves the right, in its sole discretion and for its convenience and without cause or default on the part of Contractor, to terminate the Contract by providing written notice of such termination to Contractor. Upon receipt of such notice from City, Contractor shall: (1) immediately cease all work; or (2) meet with City and, subject to City's approval, determine what Work shall be required of Contractor in order to bring the Project to a reasonable termination in accordance with the request of City. If City shall terminate for its convenience as herein provided, City shall: (1) compensate Contractor for all purchased materials and actual cost of work completed to date of termination; and (2) release and indemnify Contractor against any liability Contractor may have to any third parties as the result of any contracts, commitments, purchase orders or any other such liabilities Contractor may have incurred as a result of its obligations under the provisions of the Contract. Contractor agrees that it shall minimize such potential liabilities by, where practical, informing third parties of City's right to terminate and attempting to obtain from such third parties a waiver of any liability in the event of such termination.
6. Any termination of the Contract for alleged default by Contractor that is ultimately determined to be unjustified shall automatically be deemed a termination for convenience of the City.

GC-38. PROGRESS PAYMENTS [if applicable]

1. Before submission of its first application for payment, the Contractor shall submit to the City Public Works Director a schedule of values allocating the various portions of the Work, prepared in such form and supported by such data to substantiate its accuracy as the City Public Works Director may require. This schedule, unless objected to by the City Public Works Director, shall be used only as a basis for the Contractor's applications for payment, but does not constitute approval by the City Public Works Director of the method or performance by the Contractor.
2. Payment will be made to Contractor monthly from funds available within thirty (30) days of the City's receipt of a proper undisputed pay request from the Contractor on the basis of a duly certified estimate of the value of all labor and materials delivered on the site and accepted by the City Public Works Director during the preceding month, calculated in proportion to the Contract price, but to ensure the proper performance of the Contract, five percent (5%) of the amount of each estimate will be retained, although the City reserves the right to increase retainage to ten percent (10%) if it determines, in its sole opinion, that the higher

rate is required to ensure performance of the Contract. Such retainage will be paid thirty (30) days after Substantial Completion of all work covered by the Contract unless the City is otherwise allowed by law to continue to retain said funds.

3. Unit Prices. Where the Contract provides that all or part of the Work is to be Unit Price Work, the Contract Price shall initially be deemed to include for all Unit Price Work an amount equal to the sum of the established unit prices for each separately identified item of Unit Price Work multiplied by the estimated quantity of each item required for the Work. It is understood and agreed that estimated quantities of items for Unit Price Work are not guaranteed and are solely for the purpose of comparison of bids and determining an initial Contract Price. Determinations of actual quantities and classifications of Unit Price Work shall be made by the City Public Works Director. Each unit price shall be deemed to include Contractor's overhead and profit for each separately identified item.
4. Each payment made to the Contractor shall be on account of the total amount payable to the Contractor by or for the City, and all materials and Work covered by the partial payments made shall therefore become the sole property of the City. This provision shall not be construed as relieving the Contractor from the responsibility imposed by the Contract Documents for the care and protection of materials and Work upon which payments have been made, for the restoration of any damaged Work, or as a waiver of the right of the City to require the fulfillment of all the terms of the Contract. Progress payments in respect to materials will be made only for materials delivered on the site and accepted by the City Public Works Director, all calculated in proportion to the Contract Price.
5. In general, no payment will be made in estimates for materials delivered on the site and not incorporated in the Work unless approved by the City Public Works Director as being in the best interests of the City, and title to such materials is transferred to the City by Bill of Sale on the form attached to the Contract as **Exhibit L**. Payment shall not be permitted for materials not delivered to the site except as approved by the City Public Works Director as being in the best interests of the City, and the City has received both a fully executed Bill of Sale and a satisfactory Bailment Agreement on the form attached to the Contract as **Exhibit M**.
6. The retained percentages herein provided for are to be retained and held for the sole protection and benefit of the City, and no other person, firm or corporation shall have or assert any lien, claim, right or priority therein, thereon or thereto, or be entitled to receive any part thereof, except as herein expressly provided.
7. The City shall require the Contractor to submit with its payment applications completed and notarized Partial Release and Waiver of Claim form from itself, and all Subcontractors and vendors with contract values of \$1,000 or more on the form attached to the Contract at **Exhibit N**. Contractor's failure to furnish said

waivers shall not relieve Contractor or its surety of any obligation assumed under this Contract, nor shall the City's request for such documentation create any obligation on City's part to verify accuracy.

8. The Contractor has bid this job net of all sales and compensation taxes. No application for payment shall include any amount for reimbursement of such taxes paid by Contractor resulting from Contractor's failure to use City's tax exemption certificate for any purchase in connection with the Work.
9. The Contractor shall be responsible for the return and /or exchange of surplus materials, and all credits for returned or exchanged materials shall be first submitted to the City Public Works Director for approval. Applications for payment shall reflect any such credits, and the Contract Price shall be adjusted as necessary to reflect such credits. Unreturnable excess materials shall be turned over to the City, or, at its option, be removed from the Project site at Contractor's expense.

GC-39 INSPECTION FOR SUBSTANTIAL COMPLETION AND RELEASE OF FUNDS

1. When the Contractor considers that the Work, or a portion thereof which the City agrees to accept separately, is substantially complete, the Contractor shall prepare and submit to the City Public Works Director a comprehensive list of items to be completed or corrected prior to final payment (the "Punch List"). Failure to include an item on the Punch List does not alter the responsibility of the Contractor to complete all Work in accordance with the Contract Documents.
2. Upon receipt of the Punch List, the City Public Works Director and/or the Inspector will make an inspection to determine whether the Work or designated portion thereof is substantially complete. If the inspection discloses any item, whether or not included on the Punch List, which is not sufficiently complete in accordance with the Contract Documents so that the City can occupy or utilize the Work or designated portion thereof for its intended use, the Contractor shall, before issuance of the Certificate of Substantial Completion, complete or correct such item upon notification by the City Public Works Director. In such case, the Contractor shall then submit a request for another inspection to determine Substantial Completion.
3. When the Work or designated portion thereof is substantially complete, the City Public Works Director will prepare and submit to the City and the Contractor a Certificate of Substantial Completion that shall establish the date of Substantial Completion, shall establish responsibilities of the City and Contractor for security, maintenance, heat, utilities, damage to the Work and insurance, and shall fix the time within which the Contractor shall finish all items on the list accompanying the Certificate. The City Public Works Director shall agree upon a reasonable value of Work not yet completed, and identify these in writing. Warranties required by the Contract Documents shall commence on the date of Substantial

Completion of the Work or designated portion thereof unless otherwise provided in the Certificate of Substantial Completion.

4. The City shall make payment of retainage applying to such Work or designated portion thereof, less 150% of the value of the remaining Work to be completed, and funds sufficient to protect the City from threatened claims, losses or other identified financial obligations of Contractor.

GC-40. PARTIAL OCCUPANCY OR USE

1. The City may occupy or use any completed or partially completed portion of the Work at any stage when such portion is designated by separate agreement with the Contractor, provided such occupancy or use is consented to by the insurer and authorized by public authorities having jurisdiction over the Project. Such partial occupancy or use may commence whether or not the portion is substantially complete, provided the City and Contractor have accepted in writing the responsibilities assigned to each of them for payments, retainage, liquidated damages (if any), security, maintenance, heat, utilities, damage to the Work and insurance, and have agreed in writing concerning the period for correction of the Work and commencement of warranties required by the Contract Documents. When the Contractor considers a portion substantially complete, the Contractor shall prepare and submit a list to the City Public Works Director as provided above. Consent of the Contractor to partial occupancy or use shall not be unreasonably withheld.
2. Immediately prior to such partial occupancy or use, the City Public Works Director and Contractor shall jointly inspect the area to be occupied or portion of the Work to be used in order to determine and record the condition of the Work.
3. In the event the City chooses to accept partial utilization of the Work, the amount of liquidated damages shall be equitable adjusted to reflect the relative value and potential damages associated with late completion of the remaining Work.
4. Unless otherwise agreed upon, partial occupancy or use of a portion or portions of the Work shall not constitute acceptance of Work not complying with the requirements of the Contract Documents.

GC-41. FINAL COMPLETION AND FINAL PAYMENT

1. Upon receipt of the Contractor's written notice that the Work is ready for final inspection and acceptance and upon receipt of a final Application for Payment, the City Public Works Director and/or Inspector will promptly make such inspection to determine if the Work is acceptable under the Contract Documents and the Contract fully performed. Before final acceptance, all installed and constructed equipment, devices and other Work which is to be tested under the

Contract Documents shall be tested and each part shall be in good condition and working order or shall be placed in such condition and order at the expense of the Contractor. All tests of such completed Work required under this Contract shall be made under the direction of the City Public Works Director. Upon agreement that the Work is complete, final payment of all remaining sums due to Contractor shall be made within fifteen days of compliance by Contractor with all requirements.

2. Neither final payment nor any remaining retained percentage shall become due until the Contractor submits to the City Public Works Director:
 - (a) an affidavit that payrolls, bills for materials and equipment, and other indebtedness connected with the Work (less amounts withheld by the City) have been paid or otherwise satisfied,
 - (b) a certificate evidencing that insurance required by the Contract Documents to remain in force after final payment is currently in effect and will not be canceled or allowed to expire until at least 30 days' prior written notice has been given to the City,
 - (c) a written statement that the Contractor knows of no substantial reason that the insurance will not be renewable to cover the period required by the Contract Documents,
 - (d) consent of surety to final payment,
 - (e) final Waivers and Release of Claims from Contractor and all Subcontractors and Vendors with a contract value of \$1,000 or more on the form attached hereto as **Exhibit O**,
 - (f) a current copy of the site plan on which Contractor shall show by dimensioning all underground utilities, above ground utilities, sewer clean-outs, yard hydrants, water meter, gas meter, electric meter and phone lines, and, if required by the City, other data establishing payment or satisfaction of obligations, to the extent and in such form as may be designated by the City, and
 - (g) receipt by the City of two copies of required sales tax exemption documentation on the forms attached to the Contract as **Exhibit F** from the Contractor.
3. If, after Substantial Completion of the Work, final completion thereof is materially delayed through no fault of the Contractor or by issuance of Change Orders affecting final completion, the City shall, upon application by the Contractor, and without terminating the Contract, make payment of the balance due for that portion of the Work fully completed and accepted. If the remaining balance for

Work not fully completed or corrected is less than retainage stipulated in the Contract Documents, and if bonds have been furnished, the written consent of surety to payment of the balance due for that portion of the Work fully completed and accepted shall be submitted by the Contractor to the City Public Works Director prior to certification of such payment. Such payment shall be made under terms and conditions governing final payment, except that it shall not constitute a waiver of claims.

4. The making of final payment shall constitute a waiver of Claims by the City except those arising from:
 - (a) liens, Claims, security interests or encumbrances arising out of the Contract and unsettled;
 - (b) failure of the Work to comply with the requirements of the Contract Documents; or
 - (c) terms of special warranties required by the Contract Documents.
5. Acceptance of final payment by the Contractor, a Subcontractor or material supplier shall constitute a waiver and release of claims by that payee except those previously made in writing and identified by that payee as unsettled at the time of final Application for Payment. Any payment, however, final or otherwise, shall not release the Contractor or its sureties from any obligations under the Contract Documents, the Bonds or insurance coverage.

GC-42. PAYMENTS WITHHELD

1. The City may withhold payment in whole or in part, to the extent reasonably necessary to protect the City, for any of the following reasons:
 - (a) defective Work not remedied;
 - (b) third party claims filed or reasonable evidence indicating probable filing of such claims unless security acceptable to the City is provided by the Contractor;
 - (c) failure of the Contractor to make payments properly to Subcontractors or for labor, materials or equipment;
 - (d) reasonable evidence that the Work cannot be completed for the unpaid balance of the Contract Price;
 - (e) damage to the City or a separate contractor;

- (f) reasonable evidence that the Work will not be completed within the Contract Time, and that the unpaid balance would not be adequate to cover actual or liquidated damages for the anticipated delay; or
- (g) repeated failure to carry out the Work in accordance with the Contract Documents.

The City may also nullify a payment previously issued, and withhold sums appropriate to protect the City from loss for which the Contractor is responsible. When the reasons for withholding payment are removed, payment will be made for amounts previously withheld.

- 2. The City may, at its sole option, issue joint checks to the Contractor and to any Subcontractor or material or equipment suppliers to whom the Contractor failed to make payment for Work properly performed or material or equipment suitably delivered.

GC-43. RETENTION OF RECORDS – CITY'S RIGHT TO AUDIT

Contractor shall maintain copies of records, including invoices reflecting sale or use tax information, pertaining to the Construction of this project for a period of five (5) years from the date of final payment. Such records shall be made available to the City for audit and review purposes upon written request therefor from City or its authorized agent(s) during the construction period and the five (5) year period following final payment.

GC-44. NOTICE

- 1. Written notice shall be deemed to have been duly served if delivered in person to the individual, to a member of the firm or entity, or to an officer of the corporation for which it was intended; or if delivered at, or sent by registered or certified mail or by courier service providing proof of delivery to, the last business address known to the party giving notice.
- 2. All notices of claims, potential changes or impediments to Contractor's ability to comply with the requirements of this Contract shall be given promptly and in writing, to allow the City the maximum opportunity to address and respond to them and to avoid impact to the Work.

GC-45. NO WAIVER OF RIGHTS

No waiver of any breach of this Contract shall be construed to be a waiver of any other subsequent breach.

GC-46. INDEPENDENT CONTRACTOR

The right of general supervision of the City and/or the City Public Works Director shall not make the Contractor an agent of the City, and the liability of the Contractor for all damages to persons, firms and corporations arising from the Contractor's execution of the Work shall not be lessened because of such general supervision, but as to all such person, firms and corporations, and the damages, if any, to them or their property, the contractor herein is an independent contractor in respect to the Work.

GC-47. SEVERABILITY

The parties agree that should any provision of the Contract Documents be determined to be void, invalid, unenforceable or illegal for whatever reason such provision(s) shall be null and void but that the remaining provisions of the Contract Documents shall be unaffected thereby and shall continue to be valid and enforceable.

GC-49. INTEREST

Payments due and unpaid under the Contract Documents shall bear interest from the date payment is due as required by Missouri law.

GC-49. GOVERNING LAW

This Contract shall be governed by, and construed in accordance with, the laws of the state of Missouri.

GC-50. VENUE

Venue of any litigation arising in connection with this Contract shall be the state courts of Platte County, Missouri.

EXHIBIT A-1

Special conditions

SC-1. WORK IN OR ACROSS STREET OR HIGHWAY RIGHT-OF-WAY

All work performed and all preparations of the Contractor or his employees, and Subcontractors, if any, within the limits of street or highway rights-of-way shall be in conformity with the requirements, and be under the control, through the City, of the street or highway authority owning or having jurisdiction and control over such rights-of-way in each case. Any costs incurred to comply with such requirements are the responsibility of the Contractor.

SC-2. CONTRACTOR TO FURNISH STAKES AND HELP

The Contractor, unless otherwise instructed, shall stake the Work and shall furnish, without charge, competent personnel from its workforce and such tools, stakes, and other materials as required in properly staking out the Work, in making measurements and surveys and in establishing temporary or permanent reference marks in connection with said Work. The stakes furnished for the staking of the Work shall be of such type, size and quality as to be acceptable to the Public Works Director.

SC-3. PRESERVATION OF MONUMENTS AND STAKES

The Contractor shall carefully preserve all monuments, property corners, bench marks, reference points and stakes, and in case of destruction of the same, will be responsible for proper replacement and for any mistakes or loss of time that may be caused by their unnecessary loss or disturbance. In the event that the loss of stakes, etc., causes a delay in the Work because the Contractor failed to discharge the foregoing obligation, the Contractor shall have no claim for damages or extensions of time. In the case of any permanent monuments, property corners or bench marks which must of necessity be removed or disturbed in the construction of the Work, the Contractor shall carefully protect and preserve the same until they can be properly referenced for relocation. The Contractor shall furnish at its own expense such materials, surveyors and assistance as are necessary for the proper replacement of monuments, property corners or bench marks that have been moved or destroyed.

SC-4. MAINTENANCE OF TRAFFIC

Local traffic on all streets shall be carried through construction whenever possible. Detours of traffic will be permitted when necessary and with the prior written permission of the City. Streets may be closed for short periods of time under authority of proper permit issued by the City or authority having jurisdiction. However, the Contractor shall conduct its Work so as to interfere as little as possible with public travel, whether

vehicular or pedestrian, on such streets. Proper notification to County and City police units and to Fire Districts shall be given by the Contractor before closing any public thoroughfare.

Where construction operations require the closing of private driveways, the Contractor shall give a minimum of 48 hours' notice to the owner or owners thereof and where necessary shall provide temporary access to given property.

SC-5. BORROW AND WASTE AREAS

All borrow materials shall be obtained by the Contractor at its own cost and expense. The borrow area and materials shall be approved by the Public Works Director and shall be friable material suitable for compaction.

All waste areas shall be located off the site and arrangements and payment for use for such areas shall be the sole responsibility of the Contractor. All waste disposal shall be in compliance with federal, state, and local laws, ordinances and regulations.

SC-6. PARKING AREAS, DRIVES AND WALKS

All existing parking areas, drives and walks within the Project limits shall be adjusted to conform to the lines and grades shown on the plans. Any of the above structures that are removed or damaged during construction shall be reconstructed, at Contractor's expense, of materials that will create a quality equal to or better than the condition of the existing facility prior to construction operation.

SC-7. STREET SIGNS AND TRAFFIC AIDS

The Contractor shall be responsible for all preexisting traffic control devices at the Project site, including installation, maintenance, removal and storage of such devices. All temporary and permanent traffic control devices supplied by the Contractor shall comply with and be installed in accordance with the Manual on Uniform Traffic Control Devices, current edition as revised, and the Traffic Control Devices Handbook.

SC-8. EASEMENTS AND RIGHTS-OF-WAY

Permanent and temporary (construction) easements and rights-of-way will be provided by the City as shown on the plans. The Contractor shall confine its operations to the easements provided and shall carefully note where buildings, structures or other obstructions will limit its working space. In the event that easements and rights-of-way are not available or if they have not been secured, or if entry to property is denied by court order, injunction, litigation or any other reason, the Contractor shall cease operations in such area and confine its work to other area approved by the City. In the event of any delay arising from delays in securing easements and rights-of-way, the Contractor may request an extension of time under the General Conditions.

EXHIBIT B-1

PERFORMANCE BOND

KNOW ALL MEN BY THESE PRESENTS, that the undersigned hereinafter referred to as the "Contractor", and _____, a Corporation organized under the laws of the State of _____ and authorized to transact business in the State of Missouri, as Surety, are held and firmly bound unto the City of Parkville, Missouri, hereinafter referred to as the "Owner" in the penal sum of _____ DOLLARS, lawful money of the United States of America for the payment of which the sum, well and truly to be made, we bind ourselves and our heirs, executors, administrators, successors, and assigns, jointly and severally by these presents.

THE CONDITION OF THE FOREGOING OBLIGATION IS SUCH THAT:

WHEREAS, the above bonded Contractor has, on the _____ day of _____, 20____, entered into a written contract with the aforesaid Owner for furnishing (among other things) all materials, equipment, tools, superintendence, labor, and other facilities and accessories, for the construction of certain improvements as designated, defined and described in the said Contract and the Conditions thereof, and in accordance with the Specifications and Plans therefor, a copy of said Contract being made a part hereof:

NOW THEREFORE, if the said Contractor shall and will, in all particulars, well, duly and faithfully observe, perform and abide by each and every covenant, condition, and part of the Construction work required under said Contract, and the Conditions, Specifications, Plans and other Contract Documents thereto attached or, by reference, made part thereof, according to the true intent and meaning in each case, and if said Contractor shall replace all defective parts, material and workmanship as required by the Contract, then this obligation shall be and become null and void; otherwise it shall remain in full force and effect.

PROVIDED FURTHER, if said Contractor fails in any particular to duly and faithfully observe, perform and abide by each and every covenant, condition and part of the said Contract and the Conditions, Specifications, Plans and other contract documents, thereto attached, or, by reference made a part thereof, according to the true intent and meaning in each case, or if said Contractor shall fail to replace all defective parts, material and workmanship as required by the Contract, then the Surety will promptly advise the City of its election to either complete all of the obligations of the Contractor; engage another Contractor acceptable to the City to complete the obligations of the Contractor; or pay the costs incurred by the City to complete the project and/or the costs to repair any defective parts, and any other damages incurred by the City in procuring completion and/or repair, such amount not exceeding the amount of this obligation, together with interest as provided by law.

PROVIDED FURTHER, that the said Surety, for value received, hereby stipulates and agrees that no change, extension of time, alteration, or additional to the terms of the contract, or the

work to be performed thereunder, or the specifications accompanying the same, shall in any ways affect this obligation on this bond and it does hereby waive notice of any change, extension of time, or addition to the terms of the contract, or to the work, or to the specifications.

IN TESTIMONY WHEREOF, the said Contractor has hereunto set his hand, and the said Surety has caused these presents to be executed in its name, and its corporate seal to be hereunto affixed, by its attorney-in-fact duly authorized hereunto so to do, on this the _____ day of _____, 20____.

Contractor

ATTEST:

(SEAL) Secretary

By _____

Title

Surety Company

(SEAL) By _____

By _____
Attorney-in-Fact

By _____
Missouri Agent

Surety Claims Address: _____

(Accompany this bond with Attorney-in-Fact's Power of Attorney from the Surety Company certified to include the date of the bond)

EXHIBIT B-2

PAYMENT BOND

KNOW ALL MEN BY THESE PRESENTS, that the undersigned _____ as Contractor, and _____ as Surety with General Offices in the City of _____ and authorized to transact business in the State of Missouri, are held and firmly bound unto the

CITY OF PARKVILLE, MISSOURI and the STATE OF MISSOURI, in the penal sum of _____ DOLLARS

(\$ _____) lawful money of the United States of America, for the payment of which sum well and truly to be made, we bind ourselves, and our heirs, executors, administrators, successors, and assigns, jointly and severally, firmly by these presents:

THE CONDITION OF THE FOREGOING OBLIGATION IS SUCH THAT:

WHEREAS, the said Contractor has on the _____ day of _____, 20_____, entered into a contract with the City of Parkville, Missouri, for furnishing all tools, equipment, materials and supplies, performing all labor, and constructing public improvements described in the Contract, as designated, defined and described in the said Contract and the Conditions thereof, and in accordance with the Specifications and Plans therefor, a copy of said Contract being made a part hereof.

NOW THEREFORE, if the Contractor or the subcontractors of the Contractor shall pay all indebtedness incurred for supplies, materials, or labor furnished, or equipment used or consumed in connection with or in or about the construction or making of the improvements described in the above-mentioned contract documents, this obligation shall be void; otherwise, it shall remain in full force and effect.

The said Surety, for value received, hereby stipulates and agrees that no change, extension of time, alterations or additions to the terms of the Contract or to the work to be performed thereunder, or the specifications accompanying the same, shall in any way affect its obligation on this bond, and it does hereby waive notice of any such change, extension of time, alteration or addition to the terms of the contract or to the work to be performed or to the specifications. The said Surety further agrees that any person to whom there is due any sum for labor or materials furnished, as hereinafter stated or said person's assigns, may bring action on this bond for the recovery of said indebtedness.

IN TESTIMONY WHEREOF, the said Contractor has hereunto set his hand, and the said Surety has caused these presents to be executed in its name, and its corporate seal to be hereunto affixed, by its attorney-in-fact duly authorized thereunto so to do at _____, on this, this _____ day of _____, 20_____

Contractor

ATTEST:

(SEAL) Secretary

By _____

Title

Surety Company

(SEAL) By _____

By _____
Attorney-in-Fact

By _____
Missouri Agent

Surety Claims Address: _____

(Accompany this bond with Attorney-in-Fact's Power of Attorney from the Surety Company certified to include the date of the bond)

Bond No. _____

MAINTENANCE BOND

KNOW ALL MEN BY THESE PRESENTS, that we, _____ as Principal, and _____ as Surety, are held and firmly bound unto the City of Parkville, Missouri, in the sum of _____ Dollars (\$ _____), for the payment of which sum, well and truly to be made, we hereby bind ourselves, our heirs, executors, administrators, successors and assigns, firmly by these presents.

THE CONDITIONS OF THIS BOND ARE SUCH THAT:

WHEREAS, the said _____ has been given permission by the City Director of Public Works, to construct _____.

NOW THEREFORE, if the said _____ shall construct or cause to be constructed and completed the entire improvement in accordance with specifications used by the city of Parkville for like improvements, and to the lines and grades shown on the plans, all to be done subject to the approval and acceptance of the City Director of Public Works of said city of Parkville, and shall construct said improvement with such materials and in such manner that the same shall endure without need of any repairs for a period of two (2) years from and after the completion of said improvement and acceptance thereof; and if said improvement shall endure without the need of repairs for the period of two (2) years from and after the completion and acceptance thereof as aforesaid, then this obligations shall be void; otherwise to be in full force and effect.

Surety: _____

Principal: _____

By: _____

By: _____

Name _____

Name: _____

Missouri Resident Agent
Attorney-in-Fact, Power of Attorney, Attached

Title _____

Street, City, ZIP

Street, City, ZIP

Phone Number

Phone Number

Approved as to amount of bond:

By _____

Public Works Director

Date _____

Exhibit C

List of Plans, by sheet and date of issue, and all addenda thereto

Plans for City of Parkville, Missouri, dated July 21st, 2025

NW 59TH TERRACE DRAINAGE REPAIRS - 2025

SHEET LIST:

1. TITLE SHEET & NOTES
2. GENERAL NOTES
3. LOCATION MAP
4. SITE PLAN
5. ENLARGED PLAN
6. PROFILE – LINE 1
7. PIPE DETAILS
8. MISCELLANEOUS DETAILS

Legend
Propsd-Storm



1 inch = 500 feet

Project Location:
6002 NW 59th Terr.
Parkville, MO 64152

J. NORCO, P.E. E-29748
North Hills Engineering, Inc.
1825 Sunrise Dr. Smithville, MO
64089 - northhillseng@gmail.com
CL # 2012038740



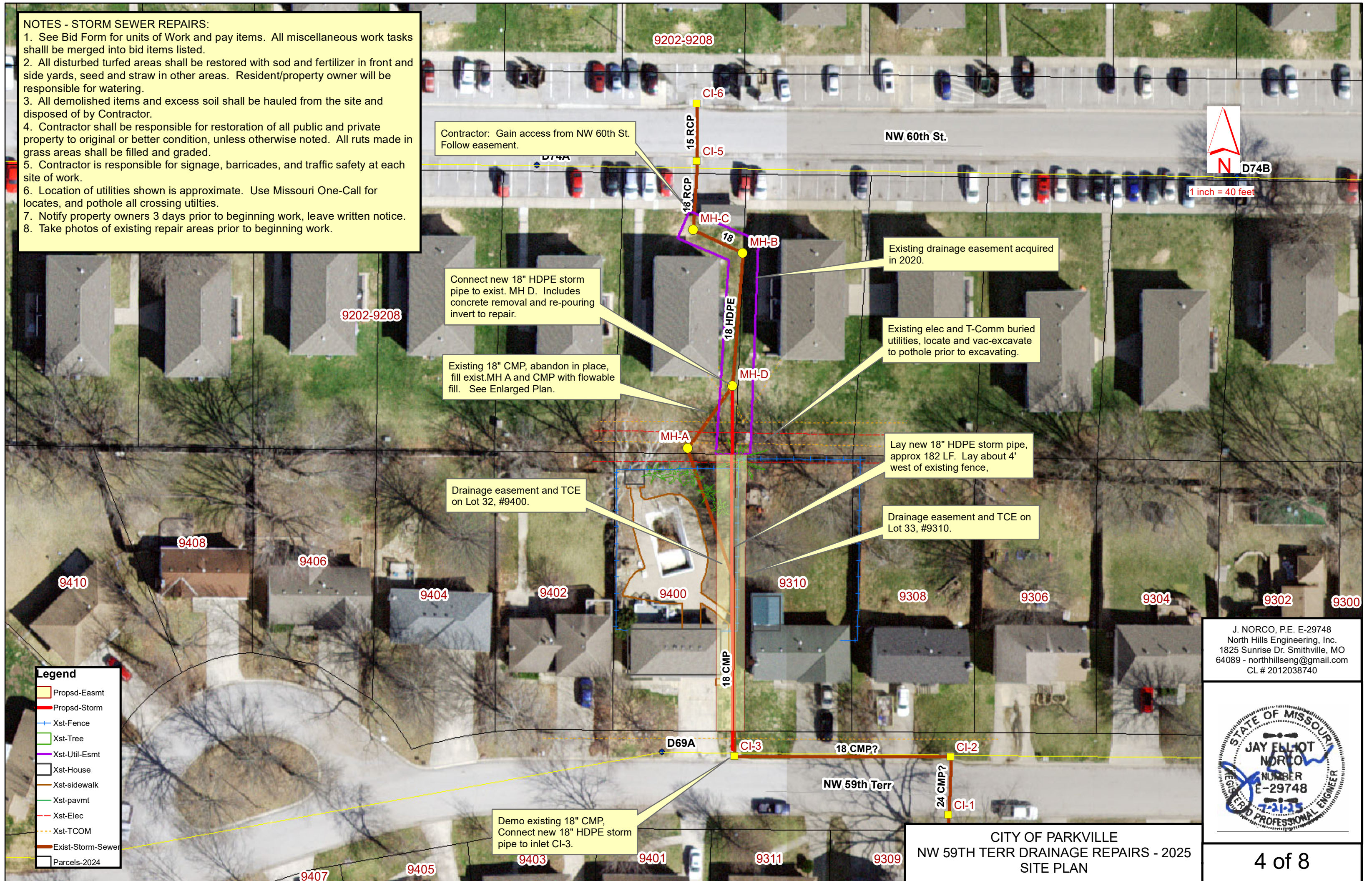
**CITY OF PARKVILLE
NW 59TH TERR DRAINAGE REPAIRS - 2025
LOCATION MAP**

3 of 8

Sources: Esri, HERE, Garmin, USGS, Intermap, INCRE
OpenStreetMap contributors, and the GIS User Commu

NOTES - STORM SEWER REPAIRS:

1. See Bid Form for units of Work and pay items. All miscellaneous work tasks shall be merged into bid items listed.
2. All disturbed turfed areas shall be restored with sod and fertilizer in front and side yards, seed and straw in other areas. Resident/property owner will be responsible for watering.
3. All demolished items and excess soil shall be hauled from the site and disposed of by Contractor.
4. Contractor shall be responsible for restoration of all public and private property to original or better condition, unless otherwise noted. All ruts made in grass areas shall be filled and graded.
5. Contractor is responsible for signage, barricades, and traffic safety at each site of work.
6. Location of utilities shown is approximate. Use Missouri One-Call for locates, and pothole all crossing utilities.
7. Notify property owners 3 days prior to beginning work, leave written notice.
8. Take photos of existing repair areas prior to beginning work.



Contractor: Gain access from NW 60th St. Follow easement.

Connect new 18" HDPE storm pipe to exist. MH D. Includes concrete removal and re-pouring invert to repair.

Existing 18" CMP, abandon in place, fill exist. MH A and CMP with flowable fill. See Enlarged Plan.

Drainage easement and TCE on Lot 32, #9400.

Existing drainage easement acquired in 2020.

Existing elec and T-Comm buried utilities, locate and vac-excavate to pothole prior to excavating.

Lay new 18" HDPE storm pipe, approx 182 LF. Lay about 4' west of existing fence,

Drainage easement and TCE on Lot 33, #9310.

Demo existing 18" CMP, Connect new 18" HDPE storm pipe to inlet CI-3.

J. NORCO, P.E. E-29748
 North Hills Engineering, Inc.
 1825 Sunrise Dr. Smithville, MO
 64089 - northhillseng@gmail.com
 CL # 2012038740



CITY OF PARKVILLE
 NW 59TH TERR DRAINAGE REPAIRS - 2025
 SITE PLAN

NOTES - STORM SEWER REPAIRS:

1. See Bid Form for units of Work and pay items. All miscellaneous work tasks shall be merged into bid items listed.
2. All disturbed turfed areas shall be restored with sod and fertilizer in front and side yards, seed and straw in other areas. Resident/property owner will be responsible for watering.
3. All demolished items and excess soil shall be hauled from the site and disposed of by Contractor.
4. Contractor shall be responsible for restoration of all public and private property to original or better condition, unless otherwise noted. All ruts made in grass areas shall be filled and graded.
5. Contractor is responsible for signage, barricades, and traffic safety at each site of work.
6. Location of utilities shown is approximate. Use Missouri One-Call for locates, and pothole all crossing utilities.
7. Notify property owners 3 days prior to beginning work, leave written notice.
8. Take photos of existing repair areas prior to beginning work.



1 inch = 20 feet

9406

9404

9402

9400

9310

9308

9306

Abandon in place 15" CMP, fill exist. MH A and CMP with flowable fill. Estimated 8,5 CY for pipe and MH, bid 15 CY with voids.

Cut exist 18" CMP, make bulkhead w/ fill riser, fill with flowable fill.

Erect 80 LF of temporary 6' tall chain link fence. Will confine resident's dogs. Remove after new wood fence is completed.

Demo & replace exist. conc. sidewalk, about 152 SF, 4" thick. Use 4K, AE Mix, 4"-6" slump.

Install 65 LF 6" HDPE perf drain tile with sock, connect to existing curb inlet. Install 6" PVC clean-out riser on end of drain tile.

Demo existing 18" CMP, Connect new 18" HDPE storm pipe to existing curb inlet CI-3.

Existing elec and T-Comm buried utilities, locate and vac-excavate to pothole prior to excavating.

Cut down and haul 15" Ash tree. Cut stump flush with ground.

Demo & replace about 125 LF of 6' tall wood privacy fence. See details. Confirm extents w/ City Inspector.

Lay new 18" HDPE storm pipe, approx 182 LF. Lay about 4' west of existing fence, Bed in 3/4" clean rock, w/ filter fabric barrier, see detail.

Build two 48" wide gates in new wood fence, each w/ latch, interior deadbolt.

Connect 4 gutter downspouts to 18" HDPE. Install two 18"x4" HDPE wye's. Lay 95 LF of 4" SDR26 PVC.

Restore front and side yards with sod, about 800 sf. Perform initial watering.

Demo existing 18" CMP in same trench as new 18" HDPE. About 90 LF.

Legend

- Temp-Fence
- Propsd-Fence
- Propsd-Storm
- Propsd-Storm-Latera
- Xst-Fence
- Xst-Tree
- Xst-Util-Esmt
- Xst-House
- Xst-sidewalk
- Xst-pavmt
- Xst-Elec
- Xst-TCOM
- Exist-Storm-Sewer
- Parcels-2024

D69A

CI-3

18 CMP?

NW 59th Terr

9403

9401

9311

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 64089 - northhillseng@gmail.com
 CL # 2012038740



CITY OF PARKVILLE
 NW 59TH TERR DRAINAGE REPAIRS - 2025
 ENLARGED PLAN

5 of 8

STA 0+00, LINE 1, EXISTING INLET CI-3.

TOP EL. = 955.76
 INV IN (N) 18"Ø CMP = 952.59 (EXIST.)
 INV IN (N) 18"Ø PE = 952.50 (NEW)

MATERIAL SPECIFICATIONS:

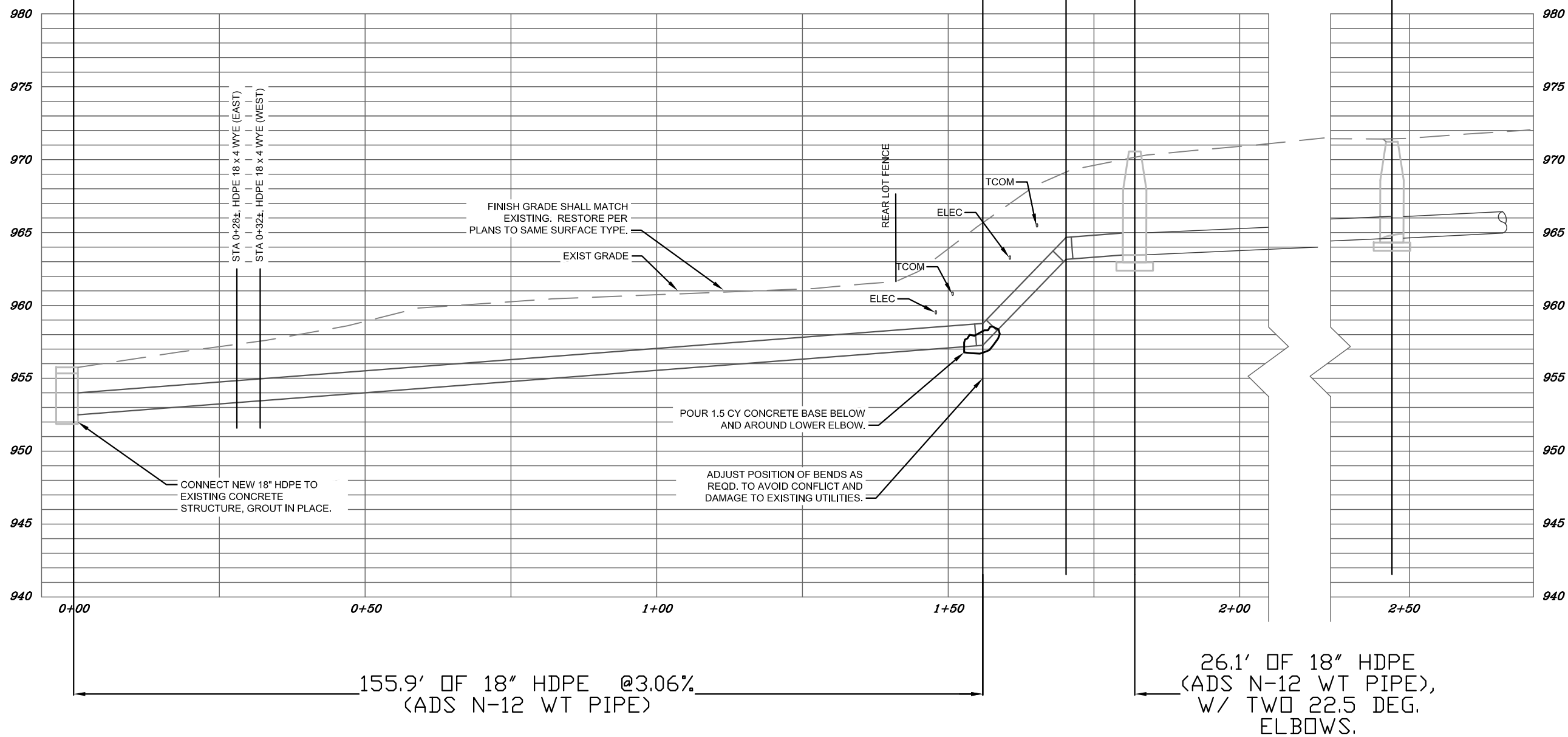
1. HDPE PIPE SHALL BE: ADS "N-12 WT IB", WITH SMOOTH INTERIOR AND ANNULAR CORRUGATED EXTERIOR, WATERTIGHT JOINTS, AND INTEGRAL BELL AND SPIGOT GASKETED JOINT. PIPE SHALL MEET THE REQUIREMENTS OF AASHTO M294, TYPE S OR ASTM F2306. MATERIAL SHALL BE VIRGIN HIGH DENSITY POLYETHYLENE CONFORMING TO MINIMUM REQUIREMENT OF CELL CLASSIFICATION 435400C PER ASTM D3350, BUT WITH CARBON BLACK CONTENT NOT EXCEEDING 4%.
2. FITTINGS FOR HDPE PIPE SHALL BE ADS "N-12 WT" DUAL WALL FABRICATED FITTINGS, WITH WT BELL JOINTS ON LINE PIPE, PLAIN END ON BRANCH OF WYE.
3. BEDDING ROCK: USE 3/4" CLEAN ROCK TO BED ALL PIPE (6 INCHES ABOVE TOP OF PIPE), AND FOR SETTING STRUCTURES.

STORM SEWER QUALITY CONTROL & ACCEPTANCE:

1. ALL NEW SEWER SEGMENTS (MANHOLE TO MANHOLE) SHALL BE LAID USING A LASER.
2. DEFLECTION TESTING WILL NOT BE REQUIRED.
3. LP AIR TESTING WILL NOT BE REQUIRED.
4. VACUUM TESTING OF MANHOLES WILL NOT BE REQUIRED.
5. FOLLOWING COMPLETION, CONTRACTOR SHALL ARRANGE AND PAY FOR CCTV INSPECTION OF ALL SEGMENTS. SUBMIT DATA TO CITY FOR REVIEW. THE NEW SEWER LINE SHALL BE LAID WITHOUT VISIBLE DEFLECTION, AND JOINTS SHALL BE CLOSED.

NOTES:

1. SOME CROSSING UTILITIES ARE SHOWN ON THIS PROFILE. DEPTHS SHOWN ARE APPROXIMATE. FOLLOWING UTILITY LOCATES, POT HOLE UTILITIES TO VERIFY DEPTH AND LOCATION.



155.9' OF 18" HDPE @3.06%
 (ADS N-12 WT PIPE)

26.1' OF 18" HDPE
 (ADS N-12 WT PIPE),
 W/ TWO 22.5 DEG.
 ELBOWS.

PROFILE LINE 1 - STORM DRAIN
 SCALE: 12" x 18" SHT.
 1" = 20' HORZ
 1" = 8' VERT

Revisions	
No.	Description

M/A/E
 NORTH HILLS ENGINEERING, INC., northhillseng@gmail.com,
 1825 Sunrise Dr. Smithville, MO 64089, (816) 935-2777

CL#2012038740

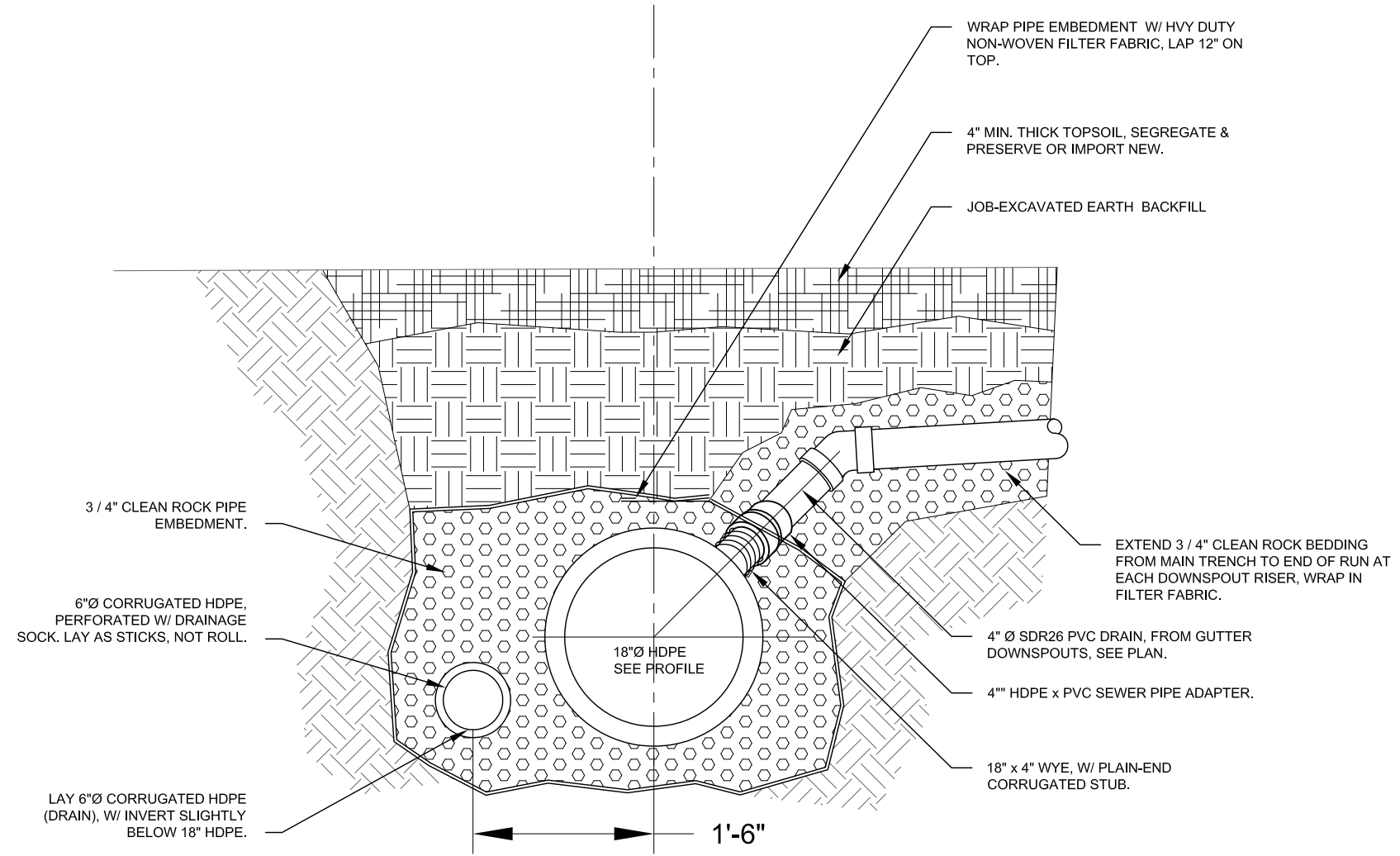


Jay E. Norco E-29748

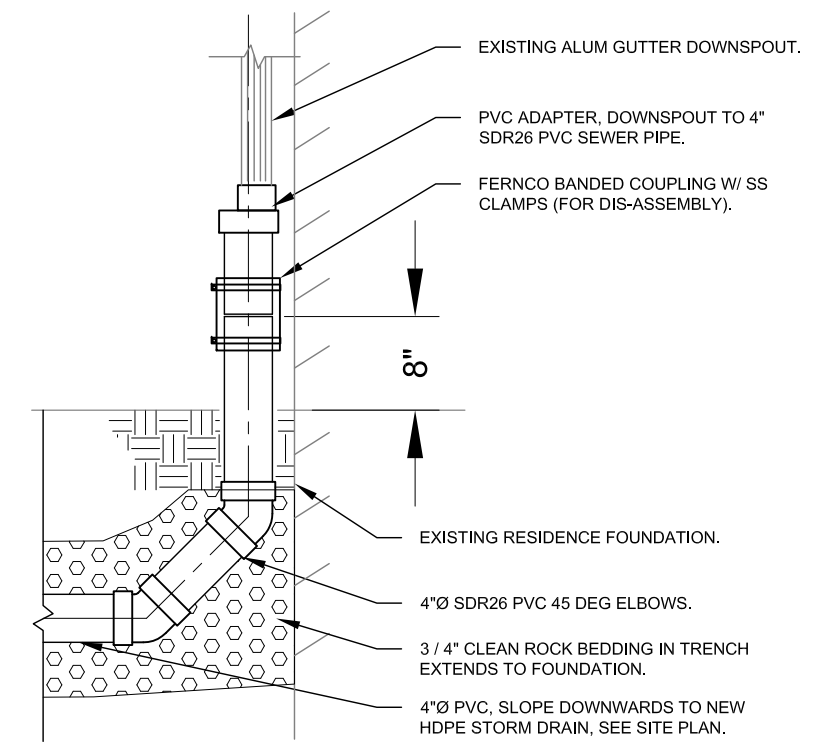
CITY OF PARKVILLE, MO
 8880 CLARK AVE. - PARKVILLE, MO 64152

NW 59TH TERR DRAINAGE REPAIRS - 2025
 PROFILE LINE 1

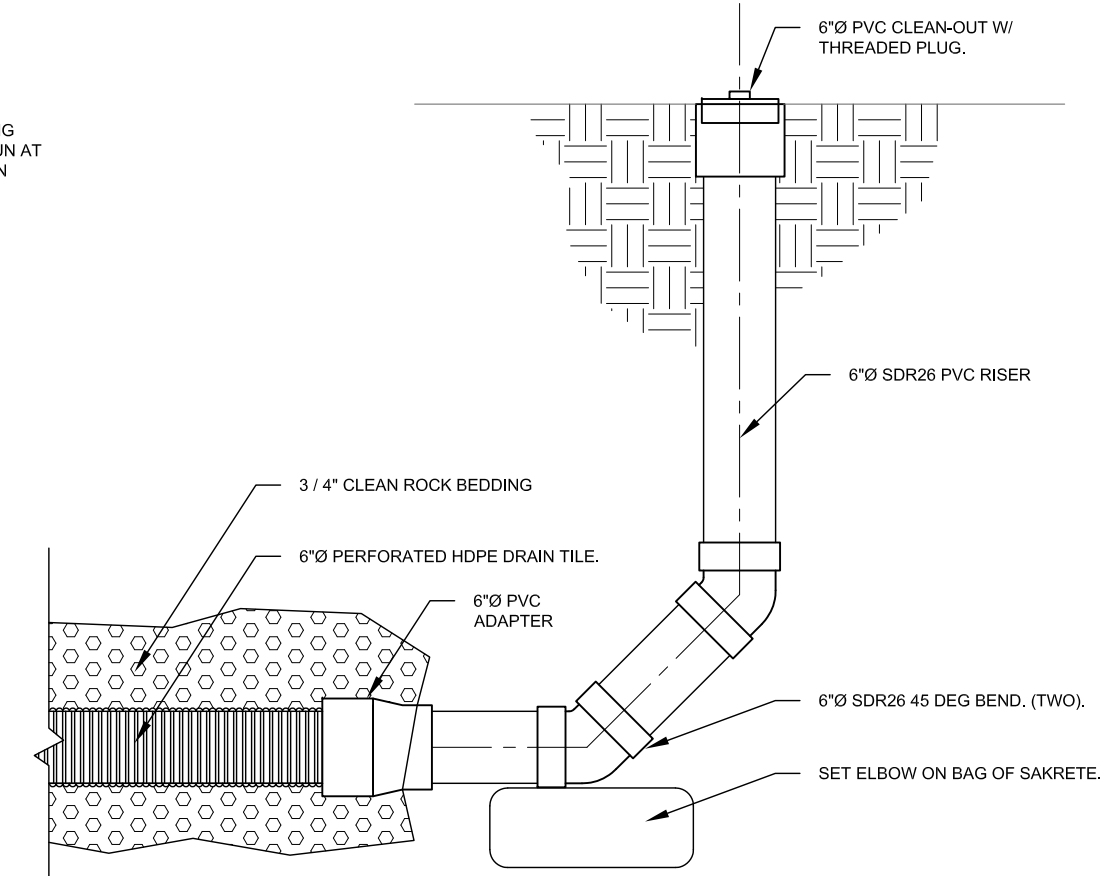
Design:	Drawn: JEN
Date:	7-21-25
Sheet:	6 of 8



STORM DRAIN TRENCH, W/ UNDERDRAIN
SCALE 3/4" = 1'-0"



DOWNSPOUT CONNECTION
SCALE 3/4" = 1'-0"

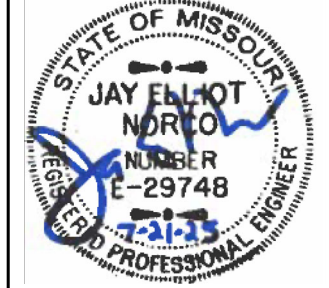


UNDERDRAIN CLEAN-OUT
SCALE 3/4" = 1'-0"

No.	Date	Description


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 NORTH HILLS ENGINEERING, INC., northhillseng@gmail.com,
 1825 Sunrise Dr. Smithville, MO 64089, (816) 935-2777

CL#2012038740

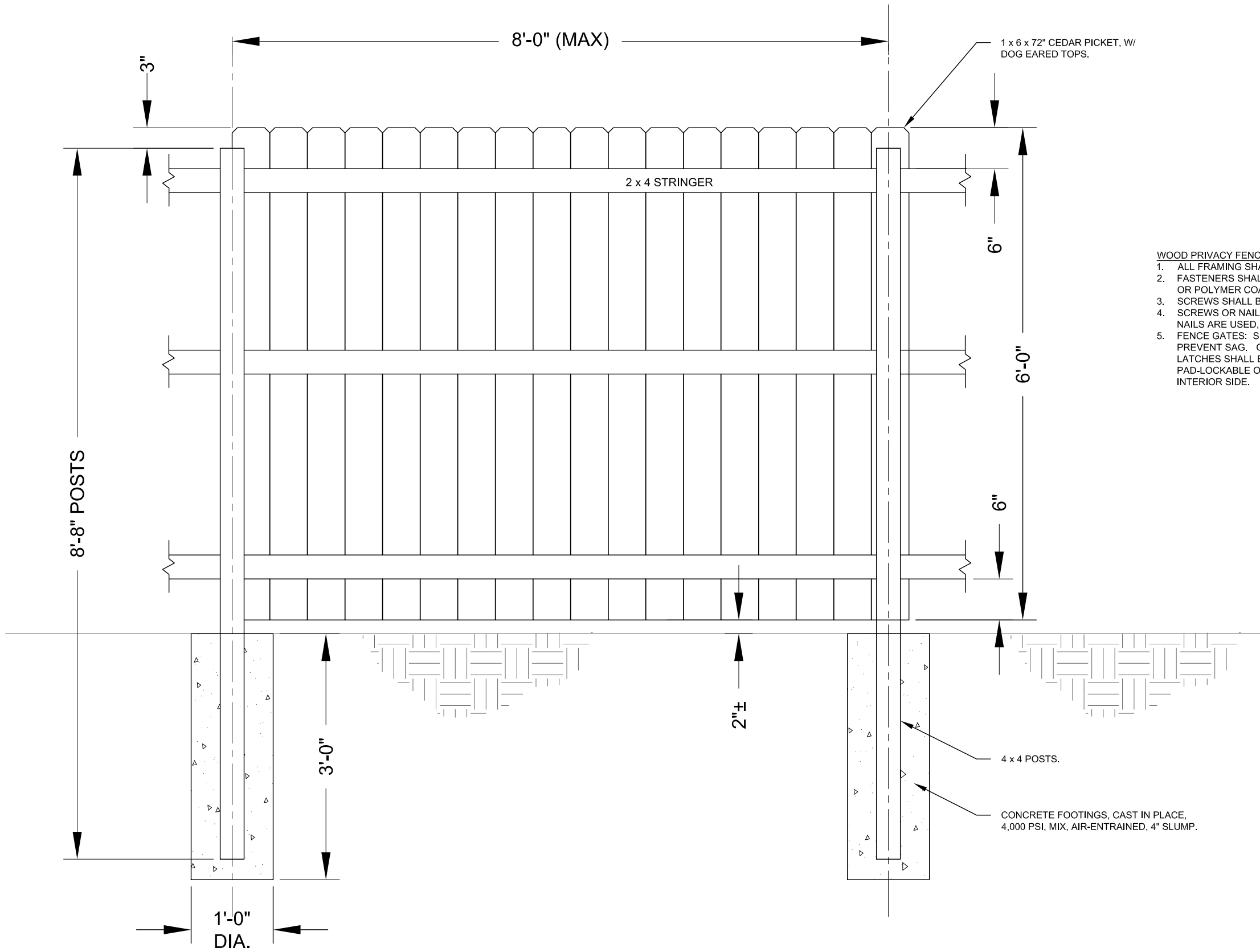


Jay E. Norco E-29748

CITY OF PARKVILLE, MO
8880 CLARK AVE. - PARKVILLE, MO 64152

NW 59TH TERR DRAINAGE REPAIRS - 2025
PIPE DETAILS

Design:	Drawn: JEN
Date:	7-21-25
Sheet:	7 of 8



1 x 6 x 72" CEDAR PICKET, W/ DOG EARED TOPS.

2 x 4 STRINGER

WOOD PRIVACY FENCE

1. ALL FRAMING SHALL BE PRESSURE TREATED.
2. FASTENERS SHALL BE STAINLESS STEEL, DOUBLE HOT-DIP GALVANIZED, OR POLYMER COATED.
3. SCREWS SHALL BE USED TO FASTEN STRINGERS TO POSTS.
4. SCREWS OR NAILS MAY BE USED TO FASTEN PICKETS TO STRINGERS. IF NAILS ARE USED, SHALL BE RING-SHANK TYPE, 6D OR LARGER.
5. FENCE GATES: SIZE PER PLANS, SHALL BE DIAGONALLY REINFORCED TO PREVENT SAG. GATE HARDWARE SHALL BE BLACK COATED. GATE LATCHES SHALL BE OPERABLE FROM BOTH SIDES, AND SHALL BE PAD-LOCKABLE ON THE EXTERIOR. PROVIDE SLIDING DEADBOLT ON THE INTERIOR SIDE.

4 x 4 POSTS.

CONCRETE FOOTINGS, CAST IN PLACE, 4,000 PSI, MIX, AIR-ENTRAINED, 4" SLUMP.

WOOD PRIVACY FENCE

SCALE 3/4" = 1'-0"

No.	Date	Description


MAE
 NORTH HILLS ENGINEERING, INC., northhillseng@gmail.com,
 1825 Sunrise Dr. Smithville, MO 64089, (816) 935-2777

CL#2012038740



Jay E. Norco E-29748

CITY OF PARKVILLE, MO
 8880 CLARK AVE. - PARKVILLE, MO 64152

NW 59TH TERR DRAINAGE REPAIRS - 2025
 MISCELLANEOUS DETAILS

Design:	Drawn: JEN
Date:	7-21-25
Sheet:	8 of 8

Exhibit D

No Specifications

EXHIBIT E

CONTRACTOR'S AFFIDAVIT ACKNOWLEDGING
FEDERAL LOBBYING ACTIVITIES AND
CONFLICT OF INTEREST PROHIBITION

1. 31 U.S.C.S. Section 1352 requires all subgrantees, contractors, subcontractors and consultants who receive federal funds via the City to certify that they will not use federal funds to pay any person for influencing or attempting to influence a federal agency or Congress in connection with the award of any federal contract, grant, loan or cooperative agreements.
2. In addition, contract applicants, recipients and sub recipients must file a form disclosing any expenditures they make for lobbying out of non-federal funds during the contract period.
3. Necessary forms are available from the City Public Works Director and must be returned to the City with other contract documents. It is the responsibility of the Contractor to obtain executed forms from any Subcontractors who fall within the provisions of the Code and to provide the City with the same.

The undersigned has read the foregoing and swears under penalty of perjury that the statements above are true and correct to the best of his information and belief.

(Signature)

State of _____)
County of _____)

On this _____ day of _____, 20____, before me, the undersigned, personally appeared _____, _____ of _____, known to me to be the person who executed this document and acknowledged to me that he/she executed the same for the purposes therein stated.

Notary Public in and for said County and State

Commission Expires

Exhibit F

Sales Tax Exemption Documentation

(WILL BE PROVIDED TO CONTRACTOR UPON AWARD OF CONTRACT)

EXHIBIT G

CONTRACTOR'S AFFIDAVIT OF COMPLIANCE WITH NON-DISCRIMINATION AND EQUAL EMPLOYMENT OPPORTUNITY LAWS

Contractor certifies to The City of Parkville, Missouri, ("The City") that throughout the period covered, Contractor will comply with all applicable provisions of Executive Order 11246 as revised from time to time and as implemented by Title 41 of the Code of Federal Regulations, particularly Chapters 1, 50 and 60, as the same may be amended from time to time.

Contractor further certifies and agrees that each of the following provisions is made a part of the Contract between Contractor and the City:

I. NON-DISCRIMINATION IN EMPLOYMENT

(a) Contractor will recruit and hire employees who are disabled veterans, Vietnam era veterans, and individuals with handicaps and will not discriminate against any employee or applicant for employment because of race, color, religion, sex or national origin. Contractor will take affirmative action to ensure that applicants are employed, and that employees are treated during employment without regard to status such as disabled veterans, Vietnam era veterans, and handicapped individuals or because of race, color, religion, sex or national origin. Such action shall include, but not be limited to, the following employment, upgrading demotion, or transfer, recruitment or recruitment advertising, layoff or termination, rates of pay or other forms of compensation, and selection for training, including apprenticeship. Contractor agrees to post in conspicuous places, available to employees and applicants for employment, notices to be provided by the City setting forth the provisions of this non-discrimination clause.

(b) Contractor will, in all solicitations or advertisements for employees placed by or on behalf of the Subcontractor, state that all qualified applicants will receive consideration for employment without regard to race, color, religion, sex or national origin.

(c) Contractor will send to each labor union or representative of workers with which he has a collective bargaining agreement or other contract of understanding, a notice to be provided by the agency contracting officer, advising the labor union or worker's representative if the Subcontractor's commitments under Equal Opportunity Clause, and shall post copies of the notice in conspicuous places available to employees and applicants for employment.

(d) Contractor will comply with all provisions of Executive Order 11246 of September 24, 1965, and the rules, regulations and relevant orders of the Secretary of Labor.

(e) Contractor will furnish all information and reports required by Executive Order 11246 of September 24, 1965, and by the rules, regulations and orders of the Secretary of Labor, or pursuant thereto, and will permit access to his books, records and accounts by the contracting agency and the Secretary of Labor for purposes of investigation to ascertain compliance with such rules, regulations and orders.

(f) In the event of the Contractor's noncompliance with the Equal Opportunity Clause of this Contract or with any part of such rules, regulations or orders, this subcontract may be canceled, terminated or suspended in whole or in part and the Contractor may be declared ineligible for further Government contracts in accordance with procedures authorized in Executive Order 11246 of September 24, 1965, and such other sanctions may be imposed and remedies invoked as provided in Executive Order 11246 of September 24, 1965, or by rules, regulations or orders of the Secretary of Labor, or as otherwise provided by law.

(g) Contractor will include the provisions of paragraphs (a) through (g) in every subcontract unless exempted by rules, regulations or orders of the Secretary of Labor issued pursuant to Section 204 of Executive Order 11246 of September 24, 1965, so that such provision will be binding upon each subcontractor or vendor. Contractor will take such action with respect to any subcontract as the contracting agency may direct as a means of enforcing such provisions including sanctions for noncompliance. Provided, however, that in the event Contractor becomes involved in, or is threatened with litigation with a subcontractor or vendor as a result of such direction by the contracting agency, Contractor may request the United States to enter into such litigation to protect the interests of the United States.

II. CERTIFICATION OF NONSEGREGATED FACILITIES

Contractor does not, and during the performance of each subcontract with the City, will not maintain or provide for his employees and segregated facilities at any of his establishments, and does not and will not permit his employees to perform their services at any location, under his control, where segregated facilities are maintained. He certifies further that he will not maintain or provide for his employees any segregated facilities at any of his establishments, and that he will not permit his employees to perform their services at any location, under his control, where segregated facilities are maintained. Contractor agrees that a breach of this certification is a violation of the Equal Opportunity Clause in this certificate. As used in this certification, the term "segregated facilities" means any waiting rooms, work areas, restrooms and wash rooms, restaurants and other eating areas, time clocks, locker rooms and other storage or dressing areas, parking lots, drinking fountains, recreation or entertainment areas, transportation and housing facilities provided for employees which are segregated by explicit directive or are in fact segregated on the basis of race, creed, color or national origin, because of habit, local custom or otherwise. Contractor further agrees that (except where he has obtained identical certifications from proposed subcontractors for specific time periods) he will obtain identical certifications from proposed subcontractors prior to the award of subcontracts exceeding \$10,000 which are not exempt from the provisions of the Equal Opportunity Clause; that he will retain such certifications in his files, and that he will forward the following to such proposed subcontractors (except where the proposed subcontractors have submitted identical certifications for specific time periods): NOTICE TO PROSPECTIVE SUBCONTRACTORS OF REQUIREMENT FOR CERTIFICATIONS OF NONSEGREGATED FACILITIES. A Certification of Nonsegregated Facilities, as required by Chapter 60-1.8 of Title 41 of the Code of Federal Regulations must be submitted prior to the award of a subcontract exceeding \$10,000 which is not exempt from the provisions of the Equal Opportunity Clause. The certification may be submitted either for each subcontract or for all subcontracts during a period (i.e., quarterly, semi-annually or annually).

NOTE: Whoever knowingly or willfully makes any false, fictitious or fraudulent representations may be liable for criminal prosecutions under 18 U.S.C. 1001.

III. FILING CERTIFICATE

Contractor has failed or will file the necessary compliance reports, including Standard Form 100 (EEO-1) where and when required by law and applicable regulations, including, without limitation, the Civil Rights Act of 1964 as amended by the Equal Employment Opportunity Act of 1972 and regulations in 41 CFR 60-1.7. Contractor has required and will require similar certification and filing from its non-exempt suppliers.

IV. AFFIRMATIVE ACTION CERTIFICATE

Contractor has developed, is maintaining and will continue to maintain the written affirmative action compliance program to guarantee equal employment opportunity to minority groups required by applicable law and regulations, including, without limitation, those appearing in 41 CFR 60-1.40. Contractor has required and will require similar certification from each of its non-exempt suppliers.

V. UTILIZATION OF SMALL BUSINESS CONCERNS AND DISADVANTAGED SMALL BUSINESS CONCERNS

If the City is required to utilize small business concerns or disadvantaged small business concerns by law or by contract, Contractor agrees to provide any information requested by the City that would be relevant to the issue of whether or not Contractor meets the criteria for these small business concerns. If required by the City, Contractor further agrees to comply with the obligations imposed by 13 CFR §125.9 and FAR §52.219-8, which clauses are incorporated herein by reference.

Executed this _____ day of _____, 20__ by:

Firm/Company Name: _____

Name of Authorized Representative: _____

Signature of Authorized Representative: _____

Title of Authorized Representative: _____

(Signature)

State of _____)
County of _____)

On this _____ day of _____, 20____, before me, the undersigned, personally appeared _____, _____ of _____, known to me to be the person who executed this document and acknowledged to me that he/she executed the same for the purposes therein stated.

Notary Public in and for said County and State

Commission Expires

EXHIBIT H

AFFIDAVIT OF COMPLIANCE WITH SAFETY TRAINING REQUIREMENTS

Required by R.S Mo. § 292.675

COUNTY OF)
)
STATE OF) SS.

Before me, the undersigned Notary Public, personally appeared

Who is _____ (title) of
_____ (a corporation/partnership/sole
proprietorship/limited liability company, and states that he/she is authorized to make this
affidavit, and being duly sworn upon his/her oath, deposes and states as follows:

That said company has verified the completion of a 10-hour construction
safety program with respect to the employees working in connection with
the contracted services.

The terms of this affidavit shall have the same meaning as is set forth in
292.675 of the Revised Statutes of Missouri.

Further affiant sayeth naught.

(Signature)

Subscribed and sworn to before me this ____ day of _____, 200_

My Commission Expires:

Notary Public

EXHIBIT I

AFFIDAVIT OF COMPLIANCE WITH R.S Mo. §285.530.5

Effective January 1, 2009, all contractors and subcontractors with contract amounts in excess of \$5,000 on public projects in Missouri are required to verify the employment eligibility status of employees through the E-verify federal program administered by the Department of Homeland Security, U.S. Citizenship and Immigration Services. Contractor shall indemnify, defend and hold harmless the City of Parkville Missouri against any expense incurred including imposition of fines which results from violation of such laws. **Contractor affirmatively states that it is not knowingly in violation of R.S. Mo. 285.530.1 and shall not henceforth be in such violation. Contractor further agrees to execute this sworn affidavit under the penalty of perjury attesting to the fact that the direct Contractor's employees are lawfully present in the United States.** Failure of Contractor to comply with this requirement shall be grounds for termination for default.

COMES NOW Affiant _____, being of lawful age, and states the following based on personal knowledge, under oath and fully aware of the penalties for perjury:

1. I presently am employed by _____ ("Contractor") and am authorized by Contractor to make representation on its behalf.

2. All of Contractor's employees are lawfully present in the United States.

Further affiant sayeth naught.

Contractor: _____

By: _____

Title: _____

Date: _____

Signature, Print Name

COUNTY OF)
)
STATE OF) SS.

Subscribed and sworn to before me this ____ day of _____, 200__

My Commission Expires:

Notary Public

EXHIBIT J-1
(MISSOURI WAGE ORDER)

EXHIBIT J-2
(Prevailing Wage Reporting Form)

Missouri

Division of Labor Standards

WAGE AND HOUR SECTION



MIKE KEHOE, Governor

Annual Wage Order No. 32

Section 083
PLATTE COUNTY

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

Original Signed by _____

Logan Hobbs, Director
Division of Labor Standards

Filed With Secretary of State: _____ **March 10, 2025**

Last Date Objections May Be Filed: **April 9, 2025**

Prepared by Missouri Department of Labor and Industrial Relations

Building Construction Rates for
PLATTE County

OCCUPATIONAL TITLE	**Prevailing Hourly Rate
Asbestos Worker	\$71.19
Boilermaker	\$34.28*
Bricklayer-Stone Mason	\$64.62
Carpenter	\$66.80
Lather	
Linoleum Layer	
Millwright	
Pile Driver	
Cement Mason	\$57.71
Plasterer	
Communication Technician	\$65.55
Electrician (Inside Wireman)	\$75.86
Electrician Outside Lineman	\$34.28*
Lineman Operator	
Lineman - Tree Trimmer	
Groundman	
Groundman - Tree Trimmer	
Elevator Constructor	\$34.28*
Glazier	\$34.28*
Ironworker	\$71.57
Laborer	\$50.93
General Laborer	
First Semi-Skilled	
Second Semi-Skilled	
Mason	\$54.93
Marble Mason	
Marble Finisher	
Terrazzo Worker	
Terrazzo Finisher	
Tile Setter	
Tile Finisher	
Operating Engineer	\$65.88
Group I	
Group II	
Group III	
Group III-A	
Group IV	
Group V	
Painter	\$55.19
Plumber	\$82.42
Pipe Fitter	
Roofer	\$61.62
Sheet Metal Worker	\$79.11
Sprinkler Fitter	\$70.76
Truck Driver	\$34.28*
Truck Control Service Driver	
Group I	
Group II	
Group III	
Group IV	

*The Division of Labor Standards received fewer than 1,000 reportable hours for this occupational title. The public works contracting minimum wage is established for this occupational title using data provided by Missouri Economic Research and Information Center.
**The Prevailing Hourly Rate includes any applicable fringe benefit amounts for each occupational title as defined in RSMo Section 290.210.

Heavy Construction Rates for
PLATTE County

OCCUPATIONAL TITLE	**Prevailing Hourly Rate
Carpenter	\$67.97
Millwright	
Pile Driver	
Electrician (Outside Lineman)	\$34.28*
Lineman Operator	
Lineman - Tree Trimmer	
Groundman	
Groundman - Tree Trimmer	
Laborer	\$52.48
General Laborer	
Skilled Laborer	
Operating Engineer	\$61.20
Group I	
Group II	
Group III	
Group IV	
Truck Driver	\$53.30
Truck Control Service Driver	
Group I	
Group II	
Group III	
Group IV	

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

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

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

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

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

OVERTIME and HOLIDAYS

OVERTIME

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

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

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

HOLIDAYS

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

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



MISSOURI DEPARTMENT OF LABOR AND INDUSTRIAL RELATIONS
CONTRACTOR PAYROLL RECORDS
 (See Sections 290.210 to 290.340, RSMo and 8 CSR 30-3.010 to 8 CSR 30-3.060)

Name of <input type="checkbox"/> Contractor <input type="checkbox"/> Subcontractor				Address of Contractor or Subcontractor:													
				City:			State:			ZIP:			Phone Number: () -				
Name of Public Body				Address of Public Body:													
				City:			State:			ZIP:			Phone Number: () -				
Payroll No.	For Week Ending / /	AWO	Project and Location										Project or Contract No.				
1. Name and Address of Employee	2. Occupational Title ***	3. Day and Date							4. Total Hours	5. Hourly Rate	6. Gross Amt Project Week	7. Deductions				8. Net Wages Paid for Week	
		Day	Date									FICA and Medicare	Federal and State Withholding Tax	Other A	Other B		Total Deductions
		Hours Worked Each Day															
		DT									/						
		OT															
		ST															
		DT									/						
		OT															
		ST															
		DT									/						
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		ST															
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		ST															
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		OT															
		ST															

*** If a worker performs work in more than one occupational title, you must separately list the hours worked per occupational title and wage rates. ***

FRINGE BENEFITS

In addition to the basic rates paid to each laborer or mechanic on the payroll, payments have been or will be made to appropriate programs for the benefit of these employees as shown in the following chart below. If fringe benefit amounts paid are the same for all employees, you may list the amount of each such identical fringe payment only once in the appropriate column; if the fringe benefit amounts vary by employee, list each employee's name and set out the amounts paid on behalf of each employee for each fringe benefit.

Employee Name	Health and Welfare (\$/hr)	Pension (\$/hr)	Vacation (\$/hr)	Holiday (\$/hr)	Apprentice Training (\$/hr)	Other C (\$/hr)	Other D (\$/hr)	Total (\$/hr)	If "Other/Deduction" or Fringes, please explain (Indicate Other A, B, C or D)	Identify by name, the plan, fund, or programs to which fringe benefits are paid. (Indicate H&W, Pension, etc.)

Date: _____

I, _____ (Name of Signatory Party), _____ (Title) do hereby state:

(1) That I pay or supervise the payment of the persons employed by _____ (Contractor or Subcontractor) on the _____ (Building or Work); that during the payroll period commencing seven (7) days prior to the week ending date of _____ all persons employed on said project have been paid the full weekly wages stated above, that no rebates have been or will be made either directly or indirectly to or on behalf of _____ (Contractor or Subcontractor), from the full weekly wages earned by any person and that no deductions have been made

either directly or indirectly from the full wages earned by any person, other than legally permissible deductions, that full and accurate records clearly indicating the names, occupations, and crafts of every worker employed by them in connection with the public work together with an accurate record of the number of hours worked by each worker and the actual wages paid for each class or type of work performed and deduction made for each worker have been prepared, that these payroll records are kept and have been provided for inspection to the authorized representative of the contracting public body and will be available as often as may be necessary and such records shall not be destroyed or removed from the state for the period of one year following the completion of the public work in connection with which the records are made

(2) That any payrolls otherwise under this contract required to be submitted for the above period are correct and complete; that the wage rates for laborers or mechanics contained therein are not less than the applicable wage rates contained in any wage order incorporated into the contract, that the occupational title set forth herein for each laborer or mechanic conform with the work performed.

Name and Title	Signature
The falsification of any of the above statements may subject the contractor or subcontractor to criminal prosecution. See Sections 290.340, 570.090, 575.050, and 575.060, RSMo.	

Missouri Department of Labor and Industrial Relations is an equal opportunity employer/program.
TDD/TTY: 800-735-2966 Relay Missouri: 711

Exhibit J-3

CERTIFICATION OF COMPLIANCE WITH PREVAILING WAGE REQUIREMENTS

Date: _____

I, _____, _____
(Name of Signatory Party) (Title)

Do hereby state:

(1) That I pay or supervise the payment of the persons employed by _____ that during the payroll period commencing seven (7) days prior to the week ending date of _____ all persons employed on said project have been paid the full weekly wages stated above, that no rebates have been or will be made either directly or indirectly to or on behalf of _____, from the full weekly wages earned by any person and that no deductions have been made by _____ either directly or indirectly from the full wages earned by any person, other than legally permissible deductions, that full and accurate records clearly indicating the names, occupations, and crafts of every worker employed by them in connection with the public work together with an accurate record of the number of hours worked by each worker and the actual wages paid for each class or type of work performed and deduction made for each worker have been prepared, that these payroll records are kept and have been provided for inspection to the authorized representative of the contracting public body and will be available as often as may be necessary and such records shall not be destroyed or removed from the state for the period of one year following the completion of the public work in connection with which the records are made.

(2) That any payrolls otherwise under this contract required to be submitted for the above period are correct and complete; that the wage rates for laborers or mechanics contained herein are not less than the applicable wage rates contained in any wage order incorporated into the contract; that the occupational title set forth herein for each laborer or mechanic conform with the work he/she performed.

(3) That any apprentices employed in the above period are duly registered in a bona fide apprenticeship program registered with a state apprenticeship agency recognized by the Office of Apprenticeship (OA), U.S. Department of Labor (USDOL), or if no such recognized agency exists in a state, are registered with the OA, USDOL.

Signature

The falsification of any of the above statements may subject the contractor or subcontractor to criminal prosecution. See Sections 290.340, 570.090, 575.050, and 575.060, RSMo.

EXHIBIT K

INSURANCE REQUIREMENTS

1. Contractor agrees to procure and carry, at its sole cost, until completion of this Contract and all applicable warranty periods, all insurance as set forth below; provided, however:

1.1 All insurance is to be issued by companies authorized to do business in the state where the project is located, and with liability limits acceptable to City. Insurers shall have A.M. Best ratings of no less than B+ or higher, and at least a Class X financial rating.

1.2 The City reserves the right to review certified copies of any and all insurance policies to which this Contract is applicable.

1.3 Insurance certificates, written on a standard ACORD form, **and a copy of the additional insured endorsement, and endorsement assuring notice of cancellation or modification**, must be received by the City prior to commencement of work on site.

1.4 If Contractor should subcontract any of this work to a third party, Contractor shall see to it that such third party maintains such insurance and shall furnish evidence thereof to the City.

2. Such insurance shall include the following terms and conditions:

2.1 All coverages obtained by Contractor, except professional liability if applicable, shall be on an occurrence policy form and not on a claims made policy form.

2.2 The cost of defense of claims shall not erode the limits of coverage furnished.

2.3 Advance notice of cancellation. All insurance certificates will state that all coverages are in effect and will not be canceled without thirty (30) days' prior written notice ("endeavor to notify" language is not acceptable) to the City and other required additional insureds, and Contractor/Designer shall submit to the City, prior to commencing any Work on the Project, an endorsement to the policy confirming that such notice shall be given. All policies of liability insurance shall contain an endorsement stating the insurers agreement to provide such notice, using CNA form G-140327-B (Ed. 07/11), Travelers Form IL T4 00 (12/09) or other equivalent carrier forms, such as ACORD forms.

2.4 Severability of Interest. All insurance carried shall be endorsed to provide that, inasmuch as this policy is written to cover more than one insured, all terms, conditions, insuring agreements and endorsements, with the exception of limits of liability, shall operate in the same manner as if there were a separate policy covering each insured.

2.5 Comprehensive Automobile Liability Insurance. Contractor shall maintain comprehensive automobile insurance, including contractual liabilities insuring the indemnities set forth in this Contract covering all owned, non-owned and hired automobiles used in connection with the services or other work hereunder, whether on or off the site, and shall have minimum bodily injury and property damage limits of \$1,000,000.00 combined single limit per occurrence. An MCS-90 endorsement shall be procured when applicable.

2.6 Workers' Compensation and Employer's Liability Insurance. Contractor shall maintain Worker's Compensation Insurance to cover the statutory limits of the Workers' Compensation laws of the state in which any work is to be performed and when applicable to Federal Laws, Voluntary Compensation and Employer's Liability (including occupational disease) coverage with limits not less than \$500,000.00 per occurrence and \$1,000,000.00 in aggregate for all workers on site, regardless of whether a worker is also an owner of Contractor.

2.7 Commercial General Liability Insurance. Contractor shall obtain and maintain comprehensive Commercial General Liability Insurance, on an occurrence form for the hazards of (i) construction operations; (ii) subcontractors and sub-subcontractors; (iii) interruption of the City's business; (iv) independent contractors; (v) products and completed operations (with completed operations to remain in force for two years following project completion); (vi) explosion, collapse and underground, and (vii) contractor's protective and contractual liability insuring the indemnities set forth in the Contract, including personal injury, death and property damage. Each Project shall maintain minimum limits of \$2,000,000.00 per occurrence and \$2,000,000.00 aggregate.

2.8 Excess Liability. Contractor shall maintain Excess Liability coverage on an umbrella form with minimum limits of \$2,000,000.00 per occurrence and \$2,000,000.00 aggregate.

2.9 Waiver of Subrogation. All insurance policies supplied shall include a waiver of any right of subrogation of the insurers thereunder against the City and all its assigns, subsidiaries, affiliates, employees, insurers and underwriters. A waiver of subrogation shall be effective as to a person or entity even though that person or entity would otherwise have a duty of indemnification, contractual or otherwise, did not pay the insurance premium directly or indirectly, and whether or not the person or entity has an insurable interest in the property damaged.

2.10 Additional Insureds. The City and any other person or entity required by the Contract, and all their assigns, subsidiaries and affiliates shall be included as additional insureds under Contractor's furnished insurance (except Workers' Compensation Insurance), for ongoing and completed operations, using ISO Additional Insured Endorsement (CG 20 10), edition date 11/85, or an equivalent (e.g., CG 20 10, edition date 10/93, plus CG 20 37, edition date 04/13 or other carrier form) under the commercial general liability policy. Said insurance shall be written on an OCCURRENCE basis, and shall be PRIMARY and NON-CONTRIBUTING.

2.11 Insurance Primary. All policies of insurance provided pursuant to this article shall be written as primary policies, and not in excess of the coverage of the indemnitee's insurance.

3. No Limitation of Liability. The required coverages referred to and set forth herein shall in no way affect, nor are they intended as a limitation on, Contractor's liability with respect to its performance of the Contract.

4. Subcontractors' Insurance. Contractor shall require all those subcontractors providing equipment, materials or services directly to Contractor/ in connection with this Contract to obtain, maintain and keep in force coverages in accordance with the insurance requirements set forth herein during the time they are involved in performance of services or other work

hereunder. Contractor shall obtain certificates of insurance and additional insured endorsements evidencing such coverage and provide the City with such certificates and endorsements. Contractor shall not be excused from its obligations to cause such subcontractor to meet the insurance coverage requirements set forth under this section unless Contractor shall have obtained in writing from the City a waiver, which shall be effective only as to such requirements and for such subcontractor specifically identified therein.

5. Patent Liability. Contractor shall protect, defend and save the City harmless from any liability, including costs and expenses, for, or on account of, any patented or unpatented invention, article or appliance manufactured or used in the performance of this Contract selected by Contractor, and further agrees to pay all loss and expense incurred by the City by reason of any such claims or suits, including attorneys' fees.

6. Professional Liability. If the Contract is entered with a Contractor, and any design or other professional services are included in the Contract, Contractor shall purchase, and maintain for a period of three years after the date of Final Completion, insurance covering claims arising out of the performance or furnishing of Design or Professional Services and for claims arising out of allegations of errors, omissions or negligent acts in connection with the Contract. The policy shall be at least as broad as the coverage provided in Owner' Design Liability Policy, Member Companies of CNA Insurance, Form G-115692-A (Ed 02/96), with a minimum limit of \$1,000,000 per occurrence and \$2,000,000 aggregate.

6.1 With respect to any Professional Liability insurance, Contractor agrees as follows:

- .1 upon receipt of notice of any claim in connection with the Contract, to promptly notify the City, providing full details thereof, including an estimate of the amount of loss or liability.
- .2 promptly notify the City of any reduction of limits or protection afforded under any policy provided, whether or not such impairment came about as a result of events connected to this Contract.
- .3 In the event that the City shall determine that the Contractor's aggregate limits of protection shall have been impaired or reduced to such extent that they are deemed inadequate for the balance of the project, Contractor shall upon notice promptly reinstate the original limits of liability required hereunder and shall furnish evidence thereof to the City.

EXHIBIT L

BILL OF SALE

SELLER: _____

In consideration of payments made by _____ (“Buyer”) referenced in the agreement dated _____, 20____, receipt of which is hereby acknowledged, Seller declares and certifies that it now possesses, and does hereby grant, sell, transfer and deliver to Buyer all right, title and interest in the following goods:

Buyer to have all right and title to the goods in himself and his executors, administrators and assigns forever and Seller, on behalf of itself, its successors and assigns, will warrant and defend the title to said goods and chattels hereby sold unto Buyer, its successors and assigns, forever, against the lawful claims and demands of all persons. It is expressly understood and agreed that the acceptance of the goods described herein is not a waiver of any right of action that the Buyer may have for breach of warranty or any other cause under the agreement referenced above or at law.

IN WITNESS WHEREOF, Seller has executed this Agreement the ____ day of _____, 20____.

Seller: _____

By: _____

Title: _____

Subscribed and sworn to before me this ____ day of _____, 20____.

Notary Public in and for said County and State

My commission expires:

EXHIBIT M

BAILMENT AGREEMENT

BAILOR:

BAILEE: Contractor/Subcontractor/
Supplier

LOCATION OF STORAGE:

The goods and materials described below are held and stored at the above referenced location pursuant to the Contract by and between Bailee, as Contractor/Subcontractor/Supplier, and City, for Work to be performed at

_____. In consideration of payment made to the undersigned Bailee, the receipt and sufficiency of which are admitted, the Bailee agrees:

1. To keep said goods and materials at the above mentioned address, separate and apart from all other goods and identified as subject to this bailment,
2. To keep said goods and materials fully insured against all risk of physical loss or damage,
3. To keep said goods protected from the weather, commingling, vandalism and/or diversion from said Project, and
4. To deliver said goods and materials to the Project site in conjunction with the performance of Bailee's Contract referenced above or upon the direction of Bailor and no other. The Bailee acknowledges that it has no ownership rights or title in, nor shall claim any lien upon, said goods and materials.

QUANTITY

DESCRIPTION OF ITEM

Received and Acknowledged:

Contractor/Supplier (Bailee)

Dated: _____

By: _____
Authorized Signature

EXHIBIT N

CONDITIONAL PARTIAL RELEASE AND WAIVER OF CLAIMS

To: The City of Parkville, Missouri, the Owner of the real estate (the "Property") identified below, any Lender(s) having any loans secured by the Property, the Applicant's Contractor (if not the General Contractor) and other parties, if any, having any interest in (hereinafter collectively the "Beneficiaries").

The "Property": _____

Description of the "Project": _____

The undersigned hereby applies for payment, certifies and waives lien rights, bond rights and all other claims.

Payment Request Amount: \$ _____

Date of last work covered by payment request: _____

Certificate

The undersigned, contingent upon the issuance, final clearance and payment of a valuable consideration of the sum stated above, and being familiar with the penalties for false certification, does hereby certify to the Beneficiaries that:

1. The amount requested for labor performed and equipment and material supplied on this Project or in connection with the Property reference above, represent the actual value of work accomplished under the terms of the undersigned's agreement and all authorized changes thereto concerning work to be performed on the Property (hereinafter the "Contract").

2. No labor, equipment or materials have been supplied by the undersigned to the Project which have not been included in the applications for payment submitted to date, under any agreement, verbal or written, or any arrangements of any type whatsoever, except as specifically noted here:

3. Payment in full, less retainage and other claims documented as required by the Contract (if any), has been made by the undersigned through the period covered by all prior payments (a) to all of the undersigned's subcontractors, equipment providers, materialmen and laborers, and (b) for all materials and labor used or furnished by the undersigned in connection with the performance of the Contract. The undersigned represents and warrants that it owes no monies or other things of value to any subcontractor, materialman, person or entity for work performed or material supplied through the date of the most recent payment by Owner, except as identified below:

4. The undersigned has complied with Federal, State and Local tax laws, including, without limitation, Income Tax Withholding, Sales Tax, Fringe Benefits owed pursuant to collective bargaining agreements, Social Security, Unemployment Compensation and

Worker's Compensation laws, insofar as applicable to the performance of the contract. Specifically, the undersigned has paid, or out of the proceeds of this payment will promptly pay, all sales or use tax due and owing.

5. The undersigned acknowledges and agrees that it is receiving the funds paid in consideration of this Application as a trustee, and said funds will be held in trust for the benefit of all subcontractors, materialmen, suppliers and laborers who supplied work for which the Beneficiaries or their property might be liable, and that the undersigned shall have no interest in such funds until all these obligations have been satisfied in full.

Partial Waiver and Release of Claims

NOW, THEREFORE, contingent upon the issuance, final clearance and payment of \$_____, the undersigned irrevocably and unconditionally releases and waives any and all claims against the City or any other claims of any kind whatsoever in connection with this Contract and with the Property, also referred to as _____. The undersigned shall indemnify and hold the Beneficiaries and their respective successors and assigns harmless against any claims or suits in connection with the materials, labor, and everything else in connection with this Contract for which payment has been made.

Dated _____, 20__.

CONTRACTOR: _____

By: _____

Name: _____

Title: _____

State of _____)

County of _____)

On this _____ day of _____, 20____, before me, the undersigned, personally appeared _____, _____ of _____, known to me to be the person who executed this document and acknowledged to me that he/she executed the same for the purposes therein stated.

Notary Public in and for said County and State

Commission Expires

EXHIBIT O

CONDITIONAL FINAL WAIVER AND RELEASE OF CLAIMS

To: the City of Parkville, Missouri, the Owner of the real estate (the "Property") identified below, any Lender(s) having any loans secured by the Property, the Applicant's Contractor (if not the General Contractor) and other parties, if any, having any interest in (hereinafter collectively the "Beneficiaries").

The "Property": _____

Description of the "Project": _____

The undersigned hereby applies for payment, certifies and waives lien rights, bond rights and all other claims.

Payment Request Amount: \$ _____

Certificate

The undersigned, contingent upon the issuance, final clearance and payment of a valuable consideration of the amount stated above, and being familiar with the penalties for false certification, does hereby certify to the Beneficiaries that:

1. The amount requested for labor performed and equipment and material supplied on this Project or in connection with the Property reference above, represent the actual value of work accomplished under the terms of the undersigned's agreement and all authorized changes thereto concerning work to be performed on the Property (hereinafter the "Contract").

2. No labor, equipment or materials have been supplied by the undersigned to the Project which have not been included in the applications for payment submitted to date, under any agreement, verbal or written, or any arrangements of any type whatsoever, except as specifically noted here:

3. Payment in full has been made, or with the funds requested hereby will be made, by the undersigned (a) to all of the undersigned's subcontractors, equipment providers, materialmen and laborers, and (b) for all materials and labor used or furnished by the undersigned in connection with the performance of the Contract. The undersigned represents and warrants that it owes no monies or other things of value to any subcontractor, materialman, person or entity for work performed or material supplied through the date of the most recent payment by Owner, and that the payments that have been or will be made out of this final payment to such persons or firms will fully and completely compensate them for all work in connection with the Project.

4. The undersigned has complied with Federal, State and Local tax laws, including, without limitation, Income Tax Withholding, Sales Tax, Fringe Benefits owed pursuant to collective bargaining agreements, Social Security, Unemployment Compensation and Worker's Compensation laws, insofar as applicable to the performance of the contract.

5. The undersigned acknowledges and agrees that it is receiving the funds paid in consideration of this Application as a trustee, and said funds will be held in trust for the benefit of all subcontractors, materialmen, suppliers and laborers who supplied work for which the Beneficiaries or their property might be liable, and that the undersigned shall have no interest in such funds until all these obligations have been satisfied in full.

Final Waiver and Release of Claims

NOW, THEREFORE, the undersigned, contingent upon the issuance, final clearance and payment of \$_____, which the undersigned irrevocably and unconditionally releases and waives any and all mechanic's liens or other liens or right to claim any and all claims against the Owner, its sureties or on any bonds, or any other claims of any kind whatsoever in connection with this Contract and with the Property. The undersigned shall indemnify and hold the Beneficiaries and their respective successors and assigns harmless against any claims or suits in connection with the materials, labor, and everything else in connection with this Contract.

Dated _____, 20__.

CONTRACTOR: _____

By: _____
Name: _____
Title: _____

State of _____)
County of _____)

On this _____ day of _____, 20____, before me, the undersigned, personally appeared _____, _____ of _____, known to me to be the person who executed this document and acknowledged to me that he/she executed the same for the purposes therein stated.

Notary Public in and for said County and State

Commission Expires

Certificate of Substantial Completion

PROJECT:

*Clarifier Floor Replacement
At the Parkville WWTF 2016*

CONTRACT FOR: _____

CONTRACT DATE: _____

TO OWNER:

CITY OF PARKVILLE, MISSOURI
Attention: Director of Public Works
City Hall
8880 Clark Avenue
Parkville, MO 64152

TO CONTRACTOR:

(Name and address)

**PROJECT OR PORTION OF THE PROJECT DESIGNATED FOR PARTIAL
OCCUPANCY OR USE SHALL INCLUDE:**

The Work performed under this Contract has been reviewed and found, to the Professional's best knowledge, information and belief, to be substantially complete. Substantial Completion is the stage in the progress of the Work when the Work or designated portion is sufficiently complete in accordance with the Contract Documents so that the Owner can occupy or utilize the Work for its intended use. The date of Substantial Completion of the Project or portion designated above is the date of issuance established by this Certificate, which is also the date of commencement of applicable manufacturer's warranties required by the Contract Documents, except as stated below:

Date of Commencement: _____

DESIGN PROFESSIONAL _____ **BY** _____ **DATE** **OF**
ISSUANCE

Punch List of items to be completed or corrected is attached hereto. The failure to include any items on such list does not alter the responsibility of the Contractor to complete all Work in accordance with the Contract Documents. Unless otherwise agreed to in writing, the date of commencement of manufacturer's warranties for items on the attached list will be the date of issuance of the final Certificate of Payment or the date of final payment.

Cost estimate of Work that is incomplete or defective: \$ _____

The Contractor will complete or correct the Work on the list of items attached hereto within ___ days from the above date of Substantial Completion.

CONTRACTOR **BY** **DATE**

The Owner accepts the Work or designated portion as substantially complete and will assume full possession at ____ (time) on _____ (date).

OWNER **BY** **DATE**

The responsibilities of the Owner and Contractor for security, maintenance, heat, utilities, damage to the Work and insurance shall be as stated on the attached list.

Certificate of Final Completion

PROJECT:
(Name and address)

CONTRACT FOR: _____

CONTRACT DATE: _____

TO OWNER:
CITY OF PARKVILLE, MISSOURI
Attention: Director of Public Works
City Hall
8880 Clark Avenue
Parkville, MO 64152

TO CONTRACTOR:
(Name and address)

The Work performed under this Contract has been reviewed and found, to the Professional's best knowledge, information and belief, to be finally complete. The date of Final Completion of the Project is the date of issuance established by this Certificate.

DESIGN PROFESSIONAL

BY

DATE OF ISSUANCE

Construction Change Directive

PROJECT (*Name and address*):

DIRECTIVE NUMBER:

DATE:

CONTRACT FOR:

TO CONTRACTOR (*Name and Address*):

CONTRACT DATED:

You are hereby directed to make the following change(s) in this Contract:

PROPOSED ADJUSTMENTS

1. The proposed basis of adjustment to the Contract Sum or Guaranteed Maximum Price is:
 - Lump Sum decrease of \$0.00
 - Unit Price of \$_____ per
 - As follows:

2. The Contract Time is proposed to (remain unchanged). The proposed adjustment, if any, is ____ days.

When signed by the Owner and received by the Contractor, this document becomes effective IMMEDIATELY as a Construction Change Directive (CCD), and the Contractor shall proceed with the change(s) described above.

Contractor signature indicates agreement with the proposed adjustments in Contract Sum and Contract Time set forth in this CCD.

OWNER (*Firm name*)

CONTRACTOR (*Firm Name*)

ADDRESS

ADDRESS

BY (*Signature*)

BY (*Signature*)

(*Typed name*)

(*Typed name*)

DATE

DATE

Change Order

PROJECT (*Name and address*):

CHANGE ORDER NUMBER:
DATE:

TO CONTRACTOR (*Name and Address*):

PROJECT NO.: _____
CONTRACT DATE:

THE CONTRACTOR IS CHANGED AS FOLLOWS:

The original Contract Sum was	\$	_____
The net change by previously authorized Change Orders	\$	_____
The Contract Sum prior to this Change Order was	\$	_____
The Contract Sum will be increased/decreased by this Change Order in the amount of	\$	_____
The new Contract Sum including this Change Order will be	\$	_____

The Contract Time will be increased by _____ () days.
The date of Substantial Completion as of the date of this Change Order therefore is

This Change Order represents a complete and final resolution of all matters concerning or arising out of the work described in the Change Order, including any impact, delay, disruption and/or acceleration of work unless specifically identified herein.

NOT VALID UNTIL SIGNED BY THE CONTRACTOR AND OWNER.

CONTRACTOR (*Firm name*)

OWNER (*Firm Name*)

ADDRESS

ADDRESS

BY (*Signature*)

BY (*Signature*)

(*Typed name*)

(*Typed name*)

DATE

DATE

BID TABULATION

NW 59TH TERRACE DRAINAGE REPAIRS - 2025
Bid Opening Tuesday, August 5, 2025, at 10:15 a.m.

Bidder Name	BASE TOTAL
*Havens Construction Liberty, MO	\$97,995.00
Price Excavating Baldwin City, KS	\$116,466.80
She Digs It, LLC Blue Springs, MO	\$140,205.00
Wiedenmann, Inc. Belton, Mo	99,415.00

(*) Recommended Award of Purchase

CITY OF PARKVILLE, MISSOURI

NW 59TH TERRACE DRAINAGE REPAIRS - 2025



SHEET LIST:

1. TITLE SHEET & NOTES
2. GENERAL NOTES
3. LOCATION MAP
4. SITE PLAN
5. ENLARGED PLAN
6. PROFILE - LINE 1
7. PIPE DETAILS
8. MISCELLANEOUS DETAILS.

OVERALL SEQUENCE OF CONSTRUCTION

1. The following sequence of construction is proposed by Engineer. Contractor may modify this sequence with the consent of City.
2. Shop drawing submittals and approvals.
3. Mobilize.
4. Take delivery of all major materials and structures.
5. Locate utilities.
6. Erect temporary 6-ft tall chain link fence on #9400 NW 59th Terr, to confine large dogs during construction.
7. Demo existing wood fence, cut down and haul off 15" ash tree.
8. Demo existing concrete flatwork at #9310.
9. Use vac excavation to expose existing utilities.
11. Modify existing field inlet CI-3, core/cut holes for proposed pipes.
12. Starting at existing curb inlet CI-3, lay new 18-inch HDPE and 6-inch drain tile from existing curb inlet northwards.
13. Install new tee's and PVC piping to connect existing downspouts from #9310 and #9400.
14. Lay 18" HDPE to existing Manhole D. Meet with Engineer to determine location of vertical bends. Complete connection to Manhole D and modification of concrete bench.
15. Cut existing 18" CMP and pour concrete bulkheads, fill existing CMP and Manhole A with flowable fill.
16. Demo lid of existing Manhole A, abandon in place.
17. Construct new wood privacy fence.
18. Pour new concrete flatwork at #9310.
19. Line new embankment with ECB, restore disturbed areas with seed & straw mulch.
20. Complete clean-up and restoration.

TRAFFIC CONTROL & ROAD CLOSURES

1. Contractor is responsible for traffic control, signage, flagmen, barricades, etc. in the event that the roadway is temporarily obstructed as part of the work.
2. Contractor shall provide residents with vehicle access to their driveways.
3. All traffic control measures are incidental to the Work. No separate unit price applies.

CONCRETE & MATERIALS TESTING:

1. No materials testing is required of Contractor.
2. City may perform testing on concrete materials, soils compaction, and other items of work, at City's cost. In this case, Contractor shall cooperate with testing personnel and provide access to work for testing purposes.

TIME LIMITATIONS

1. Contractor and City recognize that the Work must be completed expeditiously and with minimum delay and inconvenience to residents. Accordingly, the following limitations shall apply.
2. All Work shall be complete within 60 calendar days of City's written Notice to Proceed.
3. From the time Contractor mobilizes to the site, all improvements shall be complete within 30 calendar days.
4. City will grant a time extension for days of inclement weather when Contractor is unable to work.
5. Refer to Contract Documents for liquidated damages provisions.

No.	Date	Description

MAE
 NORTH HILLS ENGINEERING, INC., northhillseng@gmail.com,
 1825 Sunrise Dr. Smithville, MO 64089, (816) 935-2777
 CL#2012038740



CITY OF PARKVILLE, MO
 8880 CLARK AVE. - PARKVILLE, MO 64152
 NW 59TH TERR DRAINAGE REPAIRS - 2025
 TITLE SHEET & NOTES

Design:	Drawn: JEN
Date:	7-21-25
Sheet:	1 of 8

Legend
Propsd-Storm



1 inch = 500 feet

Project Location:
6002 NW 59th Terr.
Parkville, MO 64152

J. NORCO, P.E. E-29748
North Hills Engineering, Inc.
1825 Sunrise Dr. Smithville, MO
64089 - northhillseng@gmail.com
CL # 2012038740



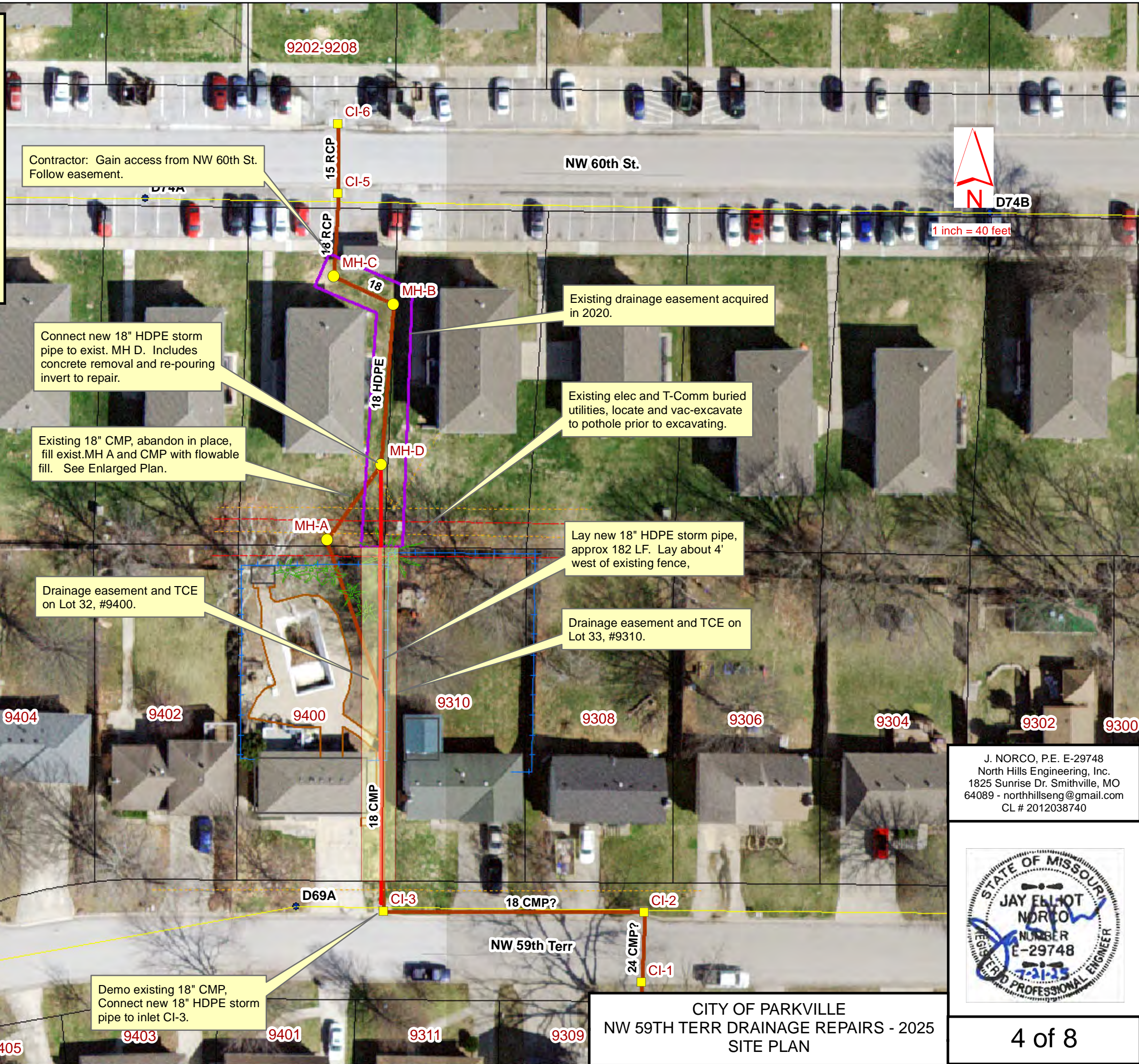
**CITY OF PARKVILLE
NW 59TH TERR DRAINAGE REPAIRS - 2025
LOCATION MAP**

3 of 8

Sources: Esri, HERE, Garmin, USGS, Intermap, INCRE
OpenStreetMap contributors, and the GIS User Commu

NOTES - STORM SEWER REPAIRS:

1. See Bid Form for units of Work and pay items. All miscellaneous work tasks shall be merged into bid items listed.
2. All disturbed turfed areas shall be restored with sod and fertilizer in front and side yards, seed and straw in other areas. Resident/property owner will be responsible for watering.
3. All demolished items and excess soil shall be hauled from the site and disposed of by Contractor.
4. Contractor shall be responsible for restoration of all public and private property to original or better condition, unless otherwise noted. All ruts made in grass areas shall be filled and graded.
5. Contractor is responsible for signage, barricades, and traffic safety at each site of work.
6. Location of utilities shown is approximate. Use Missouri One-Call for locates, and pothole all crossing utilities.
7. Notify property owners 3 days prior to beginning work, leave written notice.
8. Take photos of existing repair areas prior to beginning work.



Legend

- Propsd-Easmt
- Propsd-Storm
- Xst-Fence
- Xst-Tree
- Xst-Util-Esmt
- Xst-House
- Xst-sidewalk
- Xst-pavmt
- Xst-Elec
- Xst-TCOM
- Exist-Storm-Sewer
- Parcels-2024

J. NORCO, P.E. E-29748
 North Hills Engineering, Inc.
 1825 Sunrise Dr. Smithville, MO
 64089 - northhillseng@gmail.com
 CL # 2012038740



CITY OF PARKVILLE
 NW 59TH TERR DRAINAGE REPAIRS - 2025
 SITE PLAN

NOTES - STORM SEWER REPAIRS:

1. See Bid Form for units of Work and pay items. All miscellaneous work tasks shall be merged into bid items listed.
2. All disturbed turfed areas shall be restored with sod and fertilizer in front and side yards, seed and straw in other areas. Resident/property owner will be responsible for watering.
3. All demolished items and excess soil shall be hauled from the site and disposed of by Contractor.
4. Contractor shall be responsible for restoration of all public and private property to original or better condition, unless otherwise noted. All ruts made in grass areas shall be filled and graded.
5. Contractor is responsible for signage, barricades, and traffic safety at each site of work.
6. Location of utilities shown is approximate. Use Missouri One-Call for locates, and pothole all crossing utilities.
7. Notify property owners 3 days prior to beginning work, leave written notice.
8. Take photos of existing repair areas prior to beginning work.



1 inch = 20 feet

9406

9404

9402

9400

9310

9308

9306

Abandon in place 15" CMP, fill exist. MH A and CMP with flowable fill. Estimated 8,5 CY for pipe and MH, bid 15 CY with voids.

Cut exist 18" CMP, make bulkhead w/ fill riser, fill with flowable fill.

Erect 80 LF of temporary 6' tall chain link fence. Will confine resident's dogs. Remove after new wood fence is completed.

Demo & replace exist. conc. sidewalk, about 152 SF, 4" thick. Use 4K, AE Mix, 4"-6" slump.

Install 65 LF 6" HDPE perf drain tile with sock, connect to existing curb inlet. Install 6" PVC clean-out riser on end of drain tile.

Demo existing 18" CMP, Connect new 18" HDPE storm pipe to existing curb inlet CI-3.

Existing elec and T-Comm buried utilities, locate and vac-excavate to pothole prior to excavating.

Cut down and haul 15" Ash tree. Cut stump flush with ground.

Demo & replace about 125 LF of 6' tall wood privacy fence. See details. Confirm extents w/ City Inspector.

Lay new 18" HDPE storm pipe, approx 182 LF. Lay about 4' west of existing fence, Bed in 3/4" clean rock, w/ filter fabric barrier, see detail.

Build two 48" wide gates in new wood fence, each w/ latch, interior deadbolt.

Connect 4 gutter downspouts to 18" HDPE. Install two 18"x4" HDPE wye's. Lay 95 LF of 4" SDR26 PVC.

Restore front and side yards with sod, about 800 sf. Perform initial watering.

Demo existing 18" CMP in same trench as new 18" HDPE. About 90 LF.

Legend

- Temp-Fence
- Propsd-Fence
- Propsd-Storm
- Propsd-Storm-Latera
- Xst-Fence
- Xst-Tree
- Xst-Util-Esmt
- Xst-House
- Xst-sidewalk
- Xst-pavmt
- Xst-Elec
- Xst-TCOM
- Exist-Storm-Sewer
- Parcels-2024

D69A

CI-3

18 CMP?

NW 59th Terr

9403

9401

9311

CITY OF PARKVILLE
NW 59TH TERR DRAINAGE REPAIRS - 2025
ENLARGED PLAN

J. NORCO, P.E. E-29748
North Hills Engineering, Inc.
1825 Sunrise Dr. Smithville, MO
64089 - northhillseng@gmail.com
CL # 2012038740



5 of 8

CITY OF PARKVILLE

Policy Report

Date: August 5, 2025

Prepared By:

Daniel Harper, Public Works Director

Reviewed By:

Alexa Barton, City Administrator

ISSUE:

Approve an agreement with Wiedenmann Inc. for the Crooked Road Channel Restoration Project (Public Works)

BACKGROUND:

This project is for the restoration of the rock lined drainage channel on the east side of Crooked Road between the intersections of 6th Street and NW Bluff Drive. It was reported to the city that conditions of the channel had deteriorated and that citizens had concerns for safety. Staff investigated this concern in 2024 and identified multiple sections where the rock walls had failed and the concrete apron had washed out areas of soil that was supporting it from below. As a temporary measure staff coned off the area to deter individuals from walking on it until a repair could be completed. The scour continued to be monitored by city staff in which no significant further deterioration has occurred since the initial report.

In December 2024, design to restore the drainage channel began. During the design, staff recommended seeking a Platte County Stormwater grant to assist in funding the project. On April 1, 2025, the Board of Aldermen approved a grant application for \$40,000 from the Platte county Stormwater Grant intended to cover approximately one third of the anticipated project cost. This project was awarded the same amount by the Platte County Commission as a stormwater grant that was accepted by the Board of Aldermen on June 3, 2025.

This project was placed for bid and received a total of six bids, with Wiedenmann Inc. placing the lowest bid at \$88,025.00. Wiedenmann has done multiple projects with the City in the past. Most recently, Weidenmann performed the 2023 Sanitary Sewer Repairs project in 2023.

STRATEGIC GOAL(S):

- Infrastructure and Public Facilities

BUDGET IMPACT:

The Stormwater Fund includes \$100,000 for Capital Project Expenditures in the line item 47-521.04-51-00 on page 100 of the 2025 Budget. This project will also receive a \$40,000 grant reimbursement upon completion from a Platte County Stormwater grant.

ALTERNATIVES:

1. Approve the item.
2. Approve the item, subject to changes.

3. Do not approve the item.
4. Postpone the item.

STAFF RECOMMENDATION:

Staff recommends approval of a construction agreement with Wiedenmann Inc. for the Crooked Road Channel Restoration Project in the amount of \$88,025.00.

POLICY:

The Purchasing Policy, Resolution No. 23-016, requires Board of Aldermen approval for all expenses above \$50,000, upon recommendation of the Finance Committee.

SUGGESTED MOTION:

I move to recommend that the Board of Aldermen approve a resolution approving an agreement with Weidenmann Inc. for the Crooked Road Channel Repair Project in the amount of \$88,025.00, to authorize the mayor to sign, and to authorize the Public Works Director authority to approve change orders not to exceed 10% of the total value of the contract, or \$8,802.50 in value.

ATTACHMENTS:

1. Draft Agreement
2. Bid Tabulation
3. Construction Plans

PROJECT MANUAL FOR:

PROJECT:

**City of Parkville
Crooked Road Channel Repairs - 2025**



OWNER:

City of Parkville, Missouri

ENGINEER'S PROJECT NO. 25-03

DATE: July 21, 2025



(Sealed)

CITY OF PARKVILLE, MO

**AGREEMENT BETWEEN CITY OF PARKVILLE
AND CONTRACTOR
FOR**

PUBLIC IMPROVEMENT OF:

CROOKED ROAD CHANNEL REPAIRS - 2025

This agreement is made and entered into this day _____ **2025** by and between the City of Parkville, Missouri, (hereinafter the "City") and WIEDENMANN, INC. (hereinafter the "Contractor").

WITNESSETH:

WHEREAS, the City, in the manner prescribed by law, has publicly opened, examined and evaluated the Bids submitted, and as a result of this process has, in accordance with the law, determined and declared the Contractor to be the lowest and best responsible bidder for the construction of the public improvements, and has duly selected the Contractor for award of a contract therefor upon the terms and conditions set forth in this Agreement for the sum or sums stated below.

WHEREAS, the City has caused to be prepared, in accordance with the law, Notice to Bidders, Instructions to Bidders, Bid, this Agreement, General and Special Conditions, Plans, Specifications and other documents as identified below and as further defined in the General Conditions (collectively referred to as "the Contract Documents"), for the work therein described, and has approved and adopted these said Contract Documents and has caused to be published, in the manner and for the time required by law, an advertisement inviting sealed Bids for furnishing construction materials, labor, tools, equipment and transportation necessary for, and in connection with, the construction of public improvements in accordance with the terms of this Agreement; and

WHEREAS, the Contractor, in response to the advertisement, has submitted to the City, in the manner and at the time specified, a sealed Bid in accordance with the terms of this Agreement; and

WHEREAS, the City, in the manner prescribed by law, has publicly opened, examined and evaluated the Bids submitted, and as a result of this evaluation has, in accordance with the law, determined and declared the Contractor to be the lowest and best responsible bidder for the construction of the public improvements, and has duly selected the Contractor for award of a contract therefor upon the terms and conditions set forth in this Agreement for the sum or sums set forth below.

NOW, THEREFORE, in consideration of the compensation to be paid the Contractor, and of the mutual agreements herein contained, the parties hereto have agreed, and hereby agree, the City for itself and its successors and the Contractor for itself, its, successors and assigns, as follows:

ARTICLE I. The Contractor will furnish at its own cost and expense all labor, tools, equipment, materials and transportation required to construct and complete the work designated, described and required by the Contract Documents, to wit:

all in accordance with the Contract Documents, on file with the City Clerk of Parkville, Missouri, all of which are as fully a part hereof as if repeated verbatim herein; all work to be done in a good, substantial and workmanlike manner to the entire satisfaction of the City, and in accordance with the laws of the City, the State of Kansas and the United States of America. All terms used herein shall have the meanings ascribed to them in the General Conditions unless otherwise specified.

ARTICLE II. The City shall pay to the Contractor for the performance of the work embraced in this Contract, and the Contractor will accept in full compensation therefor, the sum of **EIGHTY-EIGHT THOUSAND AND TWENTY FIVE DOLLARS AND NO/100 (\$88,025.00)** (subject to adjustment as provided by the Contract Documents) for all work covered by and included in the Contract award and designated in the foregoing Article I, payment thereof to be made in cash or its equivalent and in the manner provided in the Contract Documents.

ARTICLE III. The contractor shall commence work upon the date stated in the Notice to Proceed and will complete all work within **60 days of the NOTICE TO PROCEED**. In addition, from the time Contractor mobilizes to the site, all improvements shall be complete within 60 calendar days. Time is of the essence. Accordingly, liquidated damages shall be assessed against Contractor, as stipulated liquidated damages and not as a penalty, in the amount of **\$200.00** for each and every calendar day the work remains incomplete over the specified completion time. Additional time requirements are set forth on the Drawings.

ARTICLE IV. This Agreement shall not become effective, nor shall Contractor commence any work hereunder, until the City has received, and approved, the Certificate of Insurance and Additional Insured-and Notice of Cancellation Endorsements, the fully executed Performance and Payment Bonds with Powers of Attorney, and the list of proposed Subcontractors from Contractor.

ARTICLE V. This Agreement is entered into, under and pursuant to, and is to be construed and enforceable in accordance with the laws of the State of Missouri.

ARTICLE VI: The following documents are made part of this agreement by reference:

Contractor's Bid Form and attachments.

- Exhibit A General Conditions of the Contract
- Exhibit A-1 Special Conditions of the Contract
- Exhibit B-1 Performance Bond
- Exhibit B-2 Payment Bond
- Exhibit B-3 Maintenance Bond
- Exhibit C List of Plans (by sheet number and date), including all addenda thereto
- Exhibit D List of Specifications (by Section number) including all addenda thereto
- Exhibit E Contractor's Affidavit Acknowledging Federal Lobbying Activities and Conflict of Interest Prohibition
- Exhibit F Sales tax exemption documentation forms
- Exhibit G Contractor's Affidavit of Compliance with Non-Discrimination and Equal Employment Opportunity Laws
- Exhibit H Affidavit of Compliance with Safety Training Requirements (§292.675 R.S. Mo.)
- Exhibit I Affidavit of Compliance with R.S. Mo §285.530.6
- Exhibit J-1 Applicable Missouri Prevailing Wage Rates
- Exhibit J-2 Prevailing Wage Rate Reporting Form
- Exhibit J-3 Certification of Compliance with Prevailing Wage Requirements
- Exhibit K Insurance Requirements
- Exhibit L Bill of Sale
- Exhibit M Bailment Agreement
- Exhibit N Conditional Partial Waiver of Lien and Release of Claims
- Exhibit O Conditional Final Waiver of Lien and Release of Claims
Certificate of Substantial completion
Certificate of Final Completion
Construction Change Directive
Change Order

WITNESS WHEREOF, the City of Parkville, Missouri, has caused this Agreement to be executed on its behalf, thereunto duly authorized, and the said Contractor has executed thru counterparts of this contract in the prescribed form and manner, dated _____.

CITY OF PARKVILLE, MISSOURI

Dean Katerndahl, Mayor

ATTEST:

(Seal)

Melissa McChesney, City Clerk

Contractor

Name/Title _____

(If the Contract is not executed by the President of the Corporation or general partner of the partnership, please provide documentation, which authorizes the signatory to bind the corporation or partnership. If a corporation, Contractor shall furnish the City a current certificate of good standing, dated within ten (10) days of the date of this Contract.)

BID FORM

CROOKED ROAD CHANNEL REPAIRS - 2025

For

CITY OF PARKVILLE, MISSOURI

Bid Date: Tuesday, August 5, 2025, at 10:00 a.m.

Submitted By: WIESEN MANN, INC.

To: City of Parkville, Missouri

THE UNDERSIGNED BIDDER, having examined the Instructions to Bidders, Contract Forms, Drawings, Specifications, General Conditions, Special Conditions, and other related Contract Documents referred to herein, and any and all Addenda thereto; the location, arrangement, and construction of existing railways, highways, streets, roads, structures, utilities, and facilities which affect or may be affected by the Work; the topography and condition of the site of the Work; and being acquainted with and fully understanding (a) the extent and character of the Work covered by this Bid Form; (b) the location, arrangement, and specified requirements of and for the proposed structures and miscellaneous items of Work appurtenant thereto; (c) the nature and extent of the excavations to be made, and the type, character and general condition of the materials to be excavated; (d) the necessary handling and re-handling of excavated materials; (e) all existing and local conditions relative to construction difficulties and hazards, labor, transportation, hauling, trucking and rail delivery facilities; and (f) all local conditions, laws, regulations, and all other factors and conditions affecting or which may be affected by the performance of the Work required by the Contract Documents.

HEREBY PROPOSES and agrees, if this Bid is accepted, to enter into agreement in the form attached hereto, and to perform all Work and to furnish all required materials, supplies, equipment, tools and plant; to perform all necessary labor; and to construct, install, erect and complete all Work stipulated in, required by, in accordance with the Contract Documents and other terms and conditions referred to therein (as altered, amended, or modified by any and all Addenda thereto) at the prices set forth in the following Schedule of Prices.

Bidder hereby agrees to commence Work under this Contract on the thirtieth day after the Effective Date of the Agreement or, if a Notice to Proceed is given, on the day indicated in the Notice to Proceed. A Notice to Proceed may be given at any time within thirty days after the Effective Date of the Agreement. The Bidder agrees to fully complete all Work within the time frame as provided for in the Agreement.

Bidder further agrees, if the Bid is accepted, to pay as an agreed amount of liquidated damages at the rate of \$200.00 per day, as provided in the Agreement, General Conditions, and Special Conditions.

Bidder accepts the provisions of the Instructions to Bidders regarding disposition of Bid Security. Bid Security is 5% of the total bid price.

Bidder acknowledges receipt of the following Addenda, which have been considered in the preparation of this Bid:

No.	<u>1</u>	Dated:	<u>8-1-25</u>
No.	_____	Dated:	_____

No. _____	Dated: _____
No. _____	Dated: _____
No. _____	Dated: _____

Failure to furnish all information requested below may be cause for rejection of the Bid.

Bidder agrees, if the Bid is accepted, to perform all the Work described in the Contract Documents, including all Addenda, for the prices set forth in the "Schedule of Unit Prices" presented at the end of this Section. In case of a discrepancy between the Unit Price and the Extension Figure, the Unit Price shall be considered to be the Bid

TOTAL BASE BID PRICE (IN WORDS AND FIGURES)

<u>Eighty Eight Thousand Twenty Five and No Cents</u>	
	<u>88,025.00</u>
(Words)	(Figures)

The undersigned hereby agrees that this bid shall be good and may not be withdrawn for a period of thirty (30) calendar days after the scheduled closing time for receiving bids.

Award shall be based on the City's evaluation of prices and other factors affecting the responsibility and responsiveness of Bidders. The City reserves the right to award all, some or none of the items identified above to the successful bidder.

The undersigned hereby agrees to enter into Contract on the attached Agreement Form within fifteen (15) consecutive calendar days from the receipt of Notice of Award from the City's acceptance of this Bid, and to complete said Work within the indicated number of consecutive calendar days from the Effective Date of the Agreement, or if a Notice to Proceed is given, from the date indicated in the Notice to Proceed.

Bidder has submitted with this Bid its Bid Security as required by the Instructions to Bidders. Bidder further understands that, if the City has specified in the Instructions to Bidders that Performance and Payment Bonds are required, that the Bidder's failure to submit them on the forms provided and in compliance with all requirements may result in rejection of this Bid. The Bid Security is 5% of the bid price.

Performance and Payment Bonds are required for this Project.

If this Bid is accepted and should Bidder for any reason fail to sign the Agreement within fifteen (15) consecutive calendar days as above stipulated, the Bid Security which has been made this day with the City shall, at the option of the City, be retained by the City as liquidated damage for the delay and expense caused the City, but shall not be deemed to limit the Bidder's liability for all of the City's damages; but otherwise, it shall be returned to the undersigned in accordance with the provisions set forth in the Instructions to Bidders.

The undersigned acknowledges that the City retains the option to accept or reject any bid for any reason.

Dated at BELTON Mo. this 4 day of August, 2025

LICENSE or CERTIFICATE NUMBER, if applicable _____

FILL IN THE APPROPRIATE SIGNATURE AND INFORMATION BELOW:

IF AN INDIVIDUAL: _____ Doing Business as
Signature and Title

Name of Firm

Business Address of Bidder: _____

Telephone No. _____

IF A PARTNERSHIP: _____
Name of Partnership

Member of Firm

Business Address of Bidder: _____

Telephone No. _____

IF A CORPORATION: WIEDENMANN, INC.
Name of Corporation

By Susan Wiedenmann
Signature & Title

SUSAN WIEDENMANN
President/Treasurer
(CORPORATE SEAL)

ATTEST: [Signature]
DAVID GROSSMANN

Business Address of Bidder: 950 N. Scott

Belton, Mo. 64012

Telephone No. 816-322-1125

If Bidder is a Corporation, supply the following information:

State in which Incorporated: Missouri

Name and Address of its: President Susan WIEDENMANN

Secretary Jerry WIEDENMANN

CITY OF PARKVILLE
 CROOKED ROAD CHANNEL REPAIRS - 2025
 SCHEDULE OF UNIT PRICES

Rev 7-31-25, Adda. #1

WORK ITEM	QUANTITY	UNIT	UNIT PRICE	EXTENSION
Mobilization & General Requirements (Limited to 8% of total bid price.)	1	LS	6,400	6,400
Traffic Control: Traffic plan, message boards, signage, barricades, etc.	1	LS	8,500	8,500
Labor and Equipment:				
Based on 8-hour workday, includes supervision, laborers, operators, equipment as required to perform the work, with a minimum of Cat 300 series excavator, front-end loader or uni-loader, trucking, etc.	10	DAY	4,500	45,000
Trucking and disposal costs, to haul off demo'd concrete, also excess soil / spoils.	48	CY	37	1,776
Concrete Construction, In-Place:				
Concrete flatwork in-place, for sidewalk & apron, including subgrade prep, labor, material, equipment, formwork, placement, finishing.	1300	SF	12	15,600
Construction Materials (Includes delivery to site):				
Base rock for setting limestone blocks, 3/4" or 1" clean rock.	10	TON	33	3,300
Rip-rap.	60	TON	46	2,760
Granular fill.	30	TON	33	990
Grout and flowable fill for rip-rap.	24	CY	156	3,744
Concrete to fill gaps in existing stacked rocks	8	CY	225	1,800
Concrete to stabilize existing iron sewer pipe at channel crossing.	5	CY	225	1,125

Total Bid Price:

\$ 88,025.00

(Use Numbers)

Eighty Eight Thousand and Twenty Five Dollars and No Cents

(Use Words)

Notes:

- 1 Quantities are estimates for bidding purposes. Payment will be based on actual measured units
- 2 Note that mobilization is limited to 8% of total bid price
- 3 Unit prices for labor & equipment shall include fuel, supervision, overhead and profit, etc
- 4 Unit prices for material shall include delivery, supervision, overhead and profit, etc
- 5 Cost of incidental items shall be merged into unit prices above.



ADDENDUM NO. 1

July 31st, 2025

CROOKED ROAD CHANNEL REPAIRS - 2025

This addendum is to provide additional information not originally included in the bid package. This addendum is hereby made a part of the contract documents and shall be acknowledged on the **Bid Form**. The proposal date remains unchanged.

Pre-Bid Conference:

1. The conference was held at City Hall at 2 p.m. on Thursday July 31, 2025.
2. Attendance: See list attached to this Addendum.

Clarifications:

The following questions were asked of the City and are being shared as an addendum to the **CROOKED ROAD CHANNEL REPAIRS – 2025**. The questions are not listed in any particular order; however the City's responses are underlined to assist in identify the City's responses. In some instances, multiple questions of the same type were used but had the same answer.

1. *Question:* What is the maximum percentage allowed for mobilization? *Answer:* The maximum amount is 8 percent, see revised Schedule of Unit Prices.
2. *Question:* For the unit price for concrete, does that apply to material only, or also to labor, equipment, and forms for installation? *Answer:* See see revised Schedule of Unit Prices. The concrete unit price (per SF) shall include labor, equipment, material, forms, etc. for concrete in-place. The daily crew rate for the rest of the work is separate and shall not apply to the new concrete flatwork. Note: Demolition of concrete is covered under the daily rate for labor and equipment. Note: Hauling and disposal of the demolished concrete shall be covered in a separate unit price, which has been added to the revised Schedule of Unit Prices.
3. *Question:* Will a rock base layer be needed to set and level the stone blocks? *Answer:* It may be possible to set the blocks on the rock layer at the bottom of the creek, and the City would prefer this. However, a unit price per ton for clean base rock has been added to the revised Schedule of Unit Prices.
4. *Question:* What size of rip-rap will be needed? *Answer:* Sheet 5 requires 12-inch rip rap, and the City understands that many of the rock pieces will be smaller than 12 inches. The intent is for the rip-rap to be small enough to work with, to fill

the void behind the stone blocks, and with enough void space to allow entry of the flow-able fill.

5. *Question:* What should be done with the Maple trees at the south end of the proposed repair? *Answer:* The City would like to leave the trees in place. Contractor shall endeavor to work around these existing trees, and Contractor may trim the trees. If keeping the trees proves to be infeasible, one or both trees may be removed, with City approval.

Bid Documents / Project Manual:

1. Schedule of Unit Prices: Use the revised Schedule of Unit Prices that is attached to this Addendum No. 1.

Drawings:

1. SHEET 6 OF 6, Proposed Channel Section: Add a note applying to the re-stacking of the stone blocks, stating: "Place $\frac{3}{4}$ " – 1" clean rock, if needed for leveling base. See material unit price."

END OF ADDENDUM NO. 1

**Additional questions should be addressed to:
Dan Harper, Public Works Director
816-741-7676 Ext. 227**

CITY OF PARKVILLE
 CROOKED ROAD CHANNEL REPAIRS - 2025
 SCHEDULE OF UNIT PRICES

Rev 7-31-25, Adda. #1

WORK ITEM	QUANTITY	UNIT	UNIT PRICE	EXTENSION
Mobilization & General Requirements (Limited to 8% of total bid price.)	1	LS		
Traffic Control: Traffic plan, message boards, signage, barricades, etc.	1	LS		
Labor and Equipment:				
Based on 8-hour workday, includes supervision, laborers, operators, equipment as required to perform the work., with a minimum of Cat 300 series excavator, front-end loader or uni-loader, trucking, etc.	10	DAY		
Trucking and disposal costs, to haul off demo'd concrete, also excess soil / spoils.	48	CY		
Concrete Construction, In-Place:				
Concrete flatwork in-place, for sidewalk & apron, including subgrade prep, labor, material, equipment, formwork, placement, finishing.	1300	SF		
Construction Materials (includes delivery to site):				
Base rock for setting limestone blocks, 3/4" or 1" clean rock.	10	TON		
Rip-rap.	60	TON		
Granular fill.	30	TON		
Grout and flowable fill for rip-rap.	24	CY		
Concrete to fill gaps in existing stacked rocks	8	CY		
Concrete to stabilize existing iron sewer pipe at channel crossing.	5	CY		

Total Bid Price:

\$ _____
 (Use Numbers)

(Use Words)

Notes:

- 1 Quantities are estimates for bidding purposes. Payment will be based on actual measured units
- 2 Note that mobilization is limited to 8% of total bid price
- 3 Unit prices for labor & equipment shall include fuel, supervision, overhead and profit, etc
- 4 Unit prices for material shall include delivery, supervision, overhead and profit, etc
- 5 Cost of incidental items shall be merged into unit prices above.

CROOKED ROAD CHANNEL REPAIRS – 2025
 NW 59TH TERRACE DRAINAGE REPAIRS - 2025
 PRE-BID MEETING
 THURSDAY, JULY 31, 2025 @ 10:00 A.M.
 CITY OF PARKVILLE – CITY HALL ADMINISTRATION CONFERENCE ROOM



<u>NAME</u>	<u>COMPANY</u>	<u>EMAIL</u>	<u>PHONE</u>
Dan Harper, PW Director	City of Parkville	धारपर@parkvillemo.gov	816-268-5027
Nick Lightner, Asst. PW Director	City of Parkville	Nlightner@parkvillemo.gov	816-268-5017
Bonnie Buckmaster, PW Dept. Asst.	City of Parkville	Bbuckmaster@parkvillemo.gov	816-268-5025
Jay Norco, City Engineer	North Hills Engineering	northillseng@gmail.com	
Darrell Erwin	She Digs It	mike@shegisit.com	
Zack Price	P.E. LLC	Gator413@hotmail.com	785-615-1924
Harrison Reichman	MegaKC	megabids@megaks.com	816-472-8722
Dan Forbes	Wiedenmann, Inc.	dan@wiedenmanninc.com	816-322-1125
Mike Hallahanf ?	Jerry (illegible)	illegible	illegible

EXHIBIT A

GENERAL CONDITIONS OF THE CONTRACT FOR CONSTRUCTION

GC-1. DEFINITIONS

1. "Allowance" shall mean an item of the Work which has not been fully detailed as of the date of this Contract, and for which the City has instructed the Contractor to include a budgeted amount of money in the Contract Price, subject to reconciliation at a later time.
2. The "Bonds" shall mean the bid, performance and payment bonds, together with such other instruments of security as may be required by the Contract Documents. The forms on which Bonds must be furnished are attached to the Contract as **Exhibits B-1 and B-2**.
3. "Change Order" is a written order issued after the Contract is executed by which the City, the City Public Works Director and the Contractor agree to modifications to the Work which may result in additions or deletions to the Contract Price or Contract Time. Change Orders must be signed by the City and the Contractor to be binding.
4. "City" shall mean the City of Parkville, Missouri.
5. "City Public Works Director" shall mean the individual designated in the Contract Documents who has been employed by the City for the performance of professional services in connection with the Project.
6. The "Contract Documents" consist of (1) the Contract between the City and the Contractor (sometimes referred to herein as the "Contract"); (2) these General Conditions; (3) the Special Conditions (if any); (4) the plans; (5) the specifications; (6) all addenda issued prior to, and all modifications issued after, execution of the Contract (drawings and data which may be furnished by the Contractor and approved by the City, additional drawings which may be furnished by the Public Works Director which the City Public Works Director deems necessary to make clear the intent of the Contract Documents (and, in particular, the specifications), and the bidding documents. It is understood that the Work shall be carried out and the Project shall be constructed fully in accordance with the Contract Documents.

7. "Contract Price" shall be the amount identified in the Contract between City and Contractor as the total amount due to the Contractor for total completion of the Work as per the Contract Documents.
8. The "Contract Time" shall be the number of calendar days for completion of the Work, or a specified date by which the Work shall be completed, as stated in the Contract.
9. "Defective Work" shall mean Work which is unsatisfactory, faulty or deficient or not in conformity with the Contract Documents. It shall also include Work damaged prior to approval of final payment, unless responsibility for such damage shall have been expressly assumed by the City at Substantial Completion.
10. "Effective Date of the Contract" shall mean the date indicated in the Contract on which it becomes effective, but, if no such date is indicated, it shall mean the date on which the Contract is signed and delivered by the City to the Contractor.
11. "Final Acceptance" shall mean the date when the City Public Works Director accepts in writing that the construction of the Project is complete in accordance with the Contract Documents such that the entire Project can be utilized for the purposes for which it is intended; that all other obligations of the Contractor have been satisfied; and that the Contractor is entitled to final payment.
12. "Inspector" shall mean the person or firm authorized in writing by the City Public Works Director or the City to perform inspections of the Work as provided in the Contract Documents.
13. "Modification" shall mean a written amendment to the Contract signed by both parties changing its terms, including but not limited to Change Orders, written interpretations issued by the City Public Works Director, and written orders for minor changes in the Work issued by the City Public Works Director.
14. "Notice to Proceed" shall mean the written notice issued by the City to the Contractor fixing the date on which the Contract Time is to commence and on which the Contractor shall start to perform its obligations under the Contract Documents.
15. "Partial Occupancy" shall mean placing a portion of the Work to be provided under the Contract Documents to the use intended by the City.
16. "Plans" shall mean and include all drawings which may have been or may be furnished by the City to Contractor for use in performing the Work. The Plans, including all addenda thereto, are more specifically identified on **Exhibit C**.

17. "Prevailing Wages" shall mean those wages included in the Prevailing Wage Order issued by the State of Missouri that is included as an Exhibit **J-1** to the Contract.
18. "Shop Drawings" shall mean all drawings, diagrams, illustrations, brochures, standard schedules, performance charts, instructions, diagrams and other information and data which are submitted by the Contractor, a Subcontractor, manufacturer, fabricator, supplier or distributor to illustrate some portion of the Work as required by the Contract Documents.
19. "Specifications" shall mean those portions of the Contract Documents consisting of written technical descriptions of materials, equipment, construction methods, standards and workmanship as applied to the Work and certain administrative details applicable thereto. The Specifications, including all addenda thereto, are more specifically identified on **Exhibit D**.
20. "Subcontractor" shall mean an individual, firm or corporation having a direct contract with the Contractor or with another subcontractor for the performance of a part of the Work.
21. "Submittals" shall mean any Shop Drawing, sample or other physical or electronic information concerning a material, equipment, method of installation or other descriptive data required by the Contract Documents to be submitted by the Contractor.
22. "Substantial Completion" shall mean the state of the Project when the Work, or a designated portion thereof, is sufficiently complete in accordance with the Contract Documents, so that the City can occupy or utilize the Work or the designated portion thereof for its intended purpose.
23. "Underground Facilities" shall mean all pipelines, conduits, ducts, cables, wires, manholes, vaults, tanks, tunnels or other such facilities or attachments, and any encasements containing such facilities which have been installed underground to furnish services or materials including, but not limited to, electricity, gases, steam, liquid petroleum products, telephone or other communications, cable television, sewage and drainage removal, traffic or other control systems or water.
24. The "Work" shall mean everything required of the Contractor by the Contract Documents to complete the construction, and includes all construction, labor, materials, tools, equipment and transportation and other items reasonably inferable from the Contract Documents for a fully functional end product.
25. "Work Directive" shall mean a written order from the City Public Works Director to the Contractor to proceed with Work in the manner specified, despite disagreement between the City and the Contractor as to whether the contents of

the directive constitute a change to the Contract Documents, or the appropriate adjustment, if any, in the Contract Time or Contract Price as a result.

GC-2. SCOPE, NATURE AND INTENT OF THE CONTRACT DOCUMENTS

1. The Contract Documents as enumerated herein form the Contract for construction. The Contract Documents are complementary, but not necessarily duplicate each other, and what is called for by any one shall be as binding as if called for by all. The intention of the Contract Documents is to include all construction, labor, materials, tools, equipment and transportation necessary for the workmanlike construction of the Project in accordance with the Contract Documents.
2. Dimensions and elevations shown on the Plans shall be accurately followed, even though they may differ from scaled measurements. All Work performed under this Contract shall be done to the lines, grades, and elevations shown on the Plans. No work shown on the Plans, the dimensions of which are not indicated, shall be executed until the required dimensions have been obtained from the City Public Works Director. Contractor shall be responsible for verification of all locations, dimensions and elevations in the field (including, but not limited to verification of location of Underground Facilities and utilities) and shall verify all field dimensions shown on the Contract Documents.
3. The Contractor shall keep the City Public Works Director informed a reasonable time in advance of the times and places at which he wishes to do Work, in order that lines and grades may be furnished and necessary measurements for record and payment may be made with the minimum of inconvenience and delay to the City Public Works Director and the Contractor.
4. Any Work done without being properly located and established by base lines, offset stakes, bench marks, or other basic reference points may be ordered removed and replaced at the Contractor's cost and expense. Contractor shall notify all affected utilities of the Work and coordinate with the utilities to avoid interruption of utility service and damage to utility lines and property. This notice requirement shall also apply as to the owner/operator of any affected Underground Facility. Any project delay, damages or increase in construction costs due to utility relocation delays shall be the Contractor's responsibility.
5. Contractor, together with its Subcontractors, shall carefully examine the Contract Documents for any interferences with the Work and clearances that may be required. Contractor shall be responsible for the proper fitting of materials and equipment without substantial alterations. Contractor shall be responsible for eliminating interferences without additional cost to City. If departures from the Plans and Specifications, or other Contract Documents, are deemed necessary by Contractor, details of such departures and reasons therefor shall be submitted

to City Public Works Director, with drawings (if City Public Works Director determines that drawings are necessary), for approval as soon as practical. No such departure shall be made except at the peril of the Contractor without the prior written approval of the City Public Works Director.

6. Whenever any word or expression defined herein, or pronoun used in its stead, occurs in these Contract Documents; it shall have and is mutually understood to have the meaning herein given. Work described in words which so applied have a well-known technical or trade meaning shall be held to refer to such recognized standards.
7. Whenever in these Contract Documents the words "as ordered," "as directed," "as required", "as permitted"," as allowed," or words or phrases of like import are used, it is understood that the order, direction, requirement, permission or allowance of the City and/or the City Public Works Director is intended.
8. Whenever any statement is made in the Contract Documents containing the expression "it is understood and agreed," or an expression of like import, such expression means the mutual understanding and agreement of the parties hereto.
9. The words "approved," "reasonable," "suitable," "acceptable," "properly," "satisfactory," or words of like effect in import, unless otherwise particularly specified herein, shall mean to the reasonable satisfaction of the City.
10. Titles and subheadings as used herein and other Contract Documents are provided only as a matter of convenience and shall have no legal bearing on the interpretation of any provision of the Contract Documents.
11. Discrepancies or conflicts among the Contract Documents shall be resolved in the following order of priority:
 - a. Modifications to the Contract
 - b. The Contract
 - c. Special Conditions
 - d. General Conditions
 - e. Plans
 - f. Specifications
12. This Contract, together with the other Contract Documents, constitutes the entire agreement between the parties and supersedes all prior agreements, whether oral or written, covering the same subject matter.

13. The Contract may not be amended or modified except by a modification as hereinabove defined.

14. It is specifically agreed between the parties executing this Contract that the Contract Documents are not intended to create any third party beneficiary relationship nor authorize anyone not a party to this Contract to maintain a suit for personal injuries or property damage pursuant to the terms or provisions of this Contract. The duties, obligations and responsibilities of the parties to this Contract with respect to third parties shall remain as imposed by law.

GC-3. DEFECTS IN CONTRACT DOCUMENTS

If Contractor has reasonable cause such that it should, in the exercise of ordinary care of someone in its position, know that any errors, omissions, ambiguity, discrepancies or inconsistencies (hereinafter "defects") appear in the Contract Documents, including but not limited to, the plans, specifications and other documents or the Work, Contractor shall notify the City Public Works Director in writing of such defects prior to taking any action in reliance on any of them. Contractor shall abide by the City Public Works Director's clarification without any increase in the cost of the Work. Subcontractors and remote tier Subcontractors shall, likewise, notify the Contractor in writing of any defects therein, and it shall be the obligation of the Contractor to remedy same as if Contractor had discovered such defects itself. The Contractor will not be permitted to take advantage of any such defect.

GC-4. COPIES OF THE CONTRACT

1. Unless otherwise provided in the Contract Documents, City will furnish to Contractor a maximum of two (2) copies of the Contract Documents, free of charge, necessary for the execution of the Work.
2. Contract Documents are the property of the City, and none of the Contract Documents are to be used on other work by Contractor. At City's request, all Contract Documents shall be returned to the City with the exception of one record set for the Contractor. All models and calculations are the property of City.
3. Contractor shall keep, and make available to City, at the Project site, one copy of all Contract Documents for the Work at the Project site, in good order and legibly marked to reflect actual construction, in hard-copy or electronic form as specified in the Contract Documents. Contractor shall also maintain at the site all approved samples and a print of all approved Shop Drawings.
4. Such Documents, samples and Shop Drawings and record drawings reflecting the work as-built shall be turned over to the City at the completion of the Work if requested by the City.

GC-5. SCOPE OF WORK AND GENERAL ADMINISTRATION OF THE CONTRACT

1. Unless otherwise stipulated, Contractor shall provide and pay for all Work (including labor, transportation, tools, equipment, machinery, plant and appliances) necessary to produce the results called for by the Contract Documents.
2. The Contractor shall be solely responsible for and have complete control and charge of construction means, methods, techniques, sequences and procedures, and for safety precautions and programs in connection with the Work. Neither the City nor the City Public Works Director shall be responsible for nor have control or charge over the acts or omissions of the Contractor, Subcontractors, or any of their agents or employees, or any other persons performing any of the Work.
3. In executing the Contract, the Contractor expressly covenants and agrees that, in the undertaking to complete the Work within the time therein fixed, it has taken into consideration and made allowances for all hindrances and delays incident to such Work, whether growing out of delays in securing materials, workers, and typical weather conditions or otherwise. No charge shall be made by the Contractor for hindrances or delays from any cause during the progress of the Work, or any portion thereof, included in this Contract, except as provided elsewhere herein.
4. The Contractor shall comply with all City, County, State and Federal laws, ordinances or regulations which would in any way control the actions or operations of those engaged in the work under this Contract or which would affect the materials supplied to or by them. It shall at all times observe and comply with all ordinances, laws and regulations and shall protect and indemnify and defend the City and the City's officers and agents against any claims or liability arising from or based on any violation of same. Because the Project may involve federal funds, Contractor shall execute the affidavit attached to the Contract as **Exhibit E**, confirming its compliance with the prohibition against federal lobbying and conflicts of interest.
4. It is understood that all royalties and fees for and in connection with patents, or patent infringement, claims for materials, articles, apparatus, devices or equipment used in or furnished for the Work shall be included in the Contract Price. Final payment to the Contractor by the City shall not be made while any suit or claim involving infringement or alleged infringement of any patent remains unsettled.
5. The Contractor shall, in addition to the schedule required by these General Conditions, give to the City Public Works Director full information in advance as to its plans for carrying on any part of the Work. If at any time before the beginning or during the progress of the Work, any part of the Contractor's plant or

equipment or any of its methods of executing the Work, appear to the City Public Works Director to be unsafe, inefficient or inadequate to ensure the required quality or rate of progress of the Work, the City Public Works Director may order the Contractor to increase or improve its facilities or methods, and the Contractor shall promptly comply with such orders; but neither compliance with such orders nor failure of the City Public Works Director to issue such orders shall relieve the Contractor from its obligation to secure the degree of safety, the quality of Work and the rate of progress required by the Contract.

6. The approval by the City Public Works Director of any plan, schedule or method of Work proposed by the Contractor shall not relieve the Contractor of any responsibility therefor, and such approval shall not be considered as an assumption by the City, or any officer, agent or employee thereof, of any risk or liability, and the Contractor shall have no claim under this Contract on account of the failure or inefficiency of any plan or method so approved. Such approval shall be considered and shall mean that the City Public Works Director has no objection to the Contractor's use or adoption, at the Contractor's own risk and responsibility, of the plan or method so proposed by the Contractor.
7. It is the intent of the City to supply the Contractor with a Sales and Use Tax Exemption certificate for use in purchasing materials and supplies on the Project. This documentation, a copy of which form is attached as Exhibit "F," must be signed and returned to the City upon completion of the Project.

GC-6 ALLOWANCES

1. The Contractor shall include in the Contract Price all allowances stated in the Contract Documents. Items covered by allowances shall be supplied for such amounts and by such persons or entities as the City may direct, but the Contractor shall not be required to employ persons or entities to whom the Contractor has reasonable objection. No demand for expenses or overhead and fee for Allowance items other than those included in the Contract Price shall be allowed.
2. Unless otherwise provided in the Contract Documents,
 - (a) allowances shall cover the cost to the Contractor of materials and equipment delivered at the site and all required taxes, less applicable trade discounts;
 - (b) Contractor's costs for unloading and handling at the site, labor, installation costs, overhead, profit and other expenses contemplated for stated allowance amounts shall be included in the Contract Sum but not in the allowances; and
 - (c) whenever costs are more than or less than allowances, the Contract Price shall be adjusted accordingly by Change Order. The amount of the Change

Order shall reflect (1) the difference between actual costs and the allowances and (2) changes in Contractor's costs.

3. Materials and equipment under an allowance shall be selected by the City with reasonable promptness.

GC-7. AUTHORITY AND DUTY OF THE CITY PUBLIC WORKS DIRECTOR

The City Public Works Director is authorized to observe and inspect all Work included herein. Anything in the Contract Documents to the contrary notwithstanding, the City Public Works Director shall in all cases

- (a) determine the amount and quantities of the several kinds of Work which are to be paid for under this Contract;
- (b) rule on all questions relating to the plans and specifications for the Project;
- (c) issue written clarifications or interpretations of the requirements of the Contract Documents (in the form of drawings or otherwise) which City Public Works Director may determine are necessary, which shall be consistent with or reasonably inferable from the overall intent of the Contract Documents;

The City Public Works Director's decisions and findings shall be a condition precedent to the right of the parties to pursue disputes as otherwise provided herein. It is the intent of the Contract that there shall be no delay in the execution of the Work, and the decisions or directions of the City Public Works Director as rendered shall be promptly carried out.

GC-8. SUPERINTENDENCE AND SUPERVISION

1. Contractor shall provide all necessary supervision to the Work using its best skill, care, judgment and attention and shall keep on the Work, during its progress, a competent superintendent, and any necessary assistants, all satisfactory to City Public Works Director. The superintendent shall not be changed except with the consent of the City Public Works Director unless the superintendent proves to be unsatisfactory to the Contractor and/or ceases to be in its employ; provided however, that the City Public Works Director retains the right to require that the Contractor replace the superintendent at any time, such right not to be arbitrarily exercised.
2. Contractor shall furnish the City Public Works Director with the superintendent's cellphone and pager numbers and email address, and assure that the

superintendent is readily available to respond to calls and emails during business hours and, in emergency situations, outside of business hours.

3. Unless otherwise authorized in writing by the City Public Works Director, no Work shall be performed except when the superintendent is on-site. Contractor's superintendent shall be fluent in all languages necessary to communicate with the City, the City Public Works Director, Contractor's employees and Contractor's Subcontractors, for efficient administration, communication and safety.
4. The superintendent shall be fully authorized to act for the Contractor and receive whatever orders as may be given for the proper prosecution of the Work or notices in connection therewith. The superintendent must attend all meetings to represent Contractor and shall be informed sufficiently to adequately communicate on behalf of Contractor.
5. Use of Subcontractors on portions of the Work shall not relieve the Contractor of its obligation to have a competent superintendent directly employed by the Contractor on the Work at all times.

GC-9. CONTRACTOR'S EMPLOYEES

1. Contractor shall only engage employees who are competent to perform the Work assigned, and if the City Public Works Director so directs, Contractor shall promptly remove any employee determined by the City Public Works Director to be unacceptable. Contractor shall perform appropriate screening of candidates to assure their capability and suitability for the Work.
2. Contractor shall at all times enforce strict discipline and good order among its employees and shall not employ on the Work any unfit person or anyone not skilled in the Work assigned to him.
3. Contractor shall be responsible for compliance with all state and federal laws, if applicable, pertaining to wages, hours and benefits for workers employed to carry out the Work.
4. Contractor shall execute, and shall require all Subcontractors to execute, the affidavit which is attached to the Contract as **Exhibit G** relating to equal employment opportunity and non-discrimination.
5. **Missouri Safety Training Requirements** Contractor and all subcontractors shall provide a 10-hour OSHA construction safety program or similar program approved by the Missouri Department of Labor and Industrial Relations, to be completed on site by all employees within sixty (60) days of beginning work on the Project, pursuant to Section 292.675, Revised Statutes of Missouri. Contractor, or any subcontractors in violation of this requirement, will forfeit to the

City the sum of \$2,500 plus \$100 per day for each employee without training. The City may withhold penalties from the payment due to Contractor and its subcontractors. To assure compliance with this requirement, Contractor and all its subcontractors shall be required to execute an affidavit on the form attached hereto as **Exhibit H**.

6. **Missouri Immigration Compliance Requirements.** Contractor shall be responsible for ensuring compliance with the Immigration Reform Act of 1986 and all laws regulating immigration and the verification of eligibility for employment of persons. Contractor shall verify that its employees are eligible for employment and keep records of such verification for the periods prescribed by the Immigration Reform Act of 1986. Effective January 1, 2009, all contractors and subcontractors with contract amounts in excess of Five Thousand Dollars (\$5,000) on public projects in Missouri are required to verify the employment eligibility status of employees through the E-verify federal program administered by the Department of Homeland Security, U.S. Citizenship and Immigration Services. Contractor shall indemnify, defend and hold harmless the City against any expense incurred including imposition of fines which results from violation of such laws. Contractor affirmatively states that it is not knowingly in violation of R. S. Mo. 285.530.1 and shall not henceforth be in such violation. Contractor further agrees to execute the sworn affidavit, attached hereto as **Exhibit I**, under the penalty of perjury attesting to the fact that Contractor's employees are lawfully present in the United States. Contractor shall obtain a similarly executed affidavit from all subcontractors and sub-subcontractors with contract amounts of \$5,000 or more. Failure of Contractor to comply with this requirement shall be grounds for termination for default.

7. Prevailing Wage Requirements

- (a) All of the Work performed under this Contract is subject to the requirements of Section 290.210-.340, Revised Statutes of Missouri, requiring payment of not less than the Prevailing Wages for Platte County, Missouri, and of Title 8, Division 30, Chapter 3, of the Code of State Regulations (the "Prevailing Wage Requirements"). Attached to this Contract as **Exhibit J-1** is the Prevailing Wage Order applicable to this Contract. Contractor agrees to comply with all Prevailing Wage Requirements with regard to Prevailing Wages, including but not limited to, maintaining and submitting full and accurate payroll records as required by Section 290.290.1, RSMo. and 8 CSR 3-30.010 et seq.
- (b) Contractor shall create, maintain and submit, and shall require each of its Subcontractors to create, maintain and submit on a weekly basis, a Certified Payroll Report form, the format to be of the Contractor's own choosing which contains, at minimum, the information described on **Exhibit J-2**, indicating each worker's name, address, social security number, occupational title, hours worked, and wages paid of every worker employed in connection with

this Contract. Each payroll must be accompanied by a Certification Form substantially similar to **Exhibit J-3** indicating the accuracy and authenticity of such records, and signed by the Contractor's or Subcontractor's representative, attesting to the completeness and accuracy of the data on the Certified Payrolls. Contractor shall also post notices and identify its vehicles as provided by the Prevailing Wage Requirements.

- (c) Contractor further agrees to indemnify, defend and hold harmless the City from and against any claim, liability, assessment, fine, penalty or other cost, including attorney's fees, which may be asserted against or incurred by the City as a result of an allegation that Contractor has not complied with these Prevailing Wage Requirements, whether such claim is asserted by a worker or by the Division of Labor Standards or any other entity. This indemnification shall survive termination of this Contract

8. No illegal drug, alcohol, or firearm usage will be tolerated at the Site. All persons admitted to work on the Site will dress appropriately and avoid foul language. Music shall not be played at volume levels that would be objectionable to third-parties. Any worker found by the City to be violating these conduct requirements will be removed immediately.

GC-10. WORK STOPPAGES

Contractor warrants to the City that there shall be no work stoppages or interruptions arising out of labor disputes, including, but not limited to, those due to the presence of both union and non-union workforces at the job site. The City may assign to Contractor a separate gate (e.g., union or non-union gate, as applicable). The gate assigned shall be used by Contractor and all Contractor's employees, Subcontractors, visitors, suppliers, vendors and materials deliveries, as applicable. Contractor agrees that Contractor's employees and its Subcontractor's employees will continue to work notwithstanding any dispute that may involve any other contractor or employer at the job site. Anything in this Contract to the contrary notwithstanding, in the event the Contractor fails to continue performance of the Work included herein without interruption or delay, because of such picket or other form of labor dispute, the City may terminate the services of said Contractor after giving 48 hours written notice to Contractor and its sureties of its intent to do so, or the City may invoke any of the rights set forth elsewhere in the Contract Documents.

GC-11. BEGINNING, PROGRESS AND TIME OF COMPLETION OF WORK

1. The Contractor shall, within the time set forth in the Notice to Proceed, or if no time is stated, within ten (10) days after being instructed to do so in the written "Notice to Proceed" from the City, commence the Work to be done under this Contract; and the rate of progress shall be such that the Work shall have been completed in accordance with the terms of the Contract on or before the

termination of the construction period contractually specified, subject to any extensions of such time made as hereinafter provided. Without the prior express written consent of the City, Contractor shall do no Work until the date set forth in the Notice to Proceed.

2. The Contractor, promptly after being awarded the Contract, shall prepare and submit for the City Public Works Director's information before submission of Contractor's first request for payment, a Contractor's construction schedule for the Work. If the City Public Works Director so requests, the Contractor shall submit the schedule in an electronic format such as Primavera or other commonly utilized software program. The schedule shall not exceed time limits current under the Contract Documents; shall be revised at appropriate intervals as required by the conditions of the Work and Project; shall be related to the entire Project to the extent required by the Contract Documents; shall be coordinated with applicable Subcontractors; and shall provide for expeditious and practicable execution of the Work. Schedules of subcontractors will also be available for inspection. The Work will be performed in accordance with the most current Schedule.
3. The Contractor shall be responsible for revisions to schedules of and coordinating same with its Subcontractors, and will resolve conflicts among their schedules.
4. Night Work may be established by the Contractor, as a regular procedure, with the written permission of the City Public Works Director; such permission, however, may be revoked at any time by the City Public Works Director. Otherwise, no Work shall be done between the hours of 6:00 p.m. and 7:00 a.m., nor on weekends or City holidays, without the written approval or permission of the City Public Works Director 48 hours in advance in each case, except such Work as may be necessary for the proper care, maintenance and protection of Work already done or of equipment, or in the case of an emergency jeopardizing persons or property.
5. **All limits stated in the Contract Documents are of the essence of the Contract.**

GC-12. LIQUIDATED DAMAGES

1. It is mutually understood and agreed by and between the parties to this Contract that in the event that the Contractor shall fail in the performance of the Work specified and required to be performed within the period of time stipulated therefor in the Contract, the City will be damaged in an amount which is difficult to ascertain with certainty at this time. Therefore, the parties agree, as a representation and fair allocation of risk and not as a penalty, that after due allowance for any extension or extensions of time which may be granted under

the Contract, if the Contractor is responsible for delay in Substantial Completion of the Work, the Contractor shall pay to City, or the City may withhold from the Contractor, as stipulated liquidated damages and not as a penalty, the sum stated in the Contract for each 24-hour calendar day, including weekends and holiday that Substantial Completion is not attained.

2. In the case of joint responsibility for any delay in the final completion of the work covered by this Contract, where two or more separate contracts are in force at the same time and cover work on the same Project and at the same site, the total amount of liquidated damages assessed against all contractors under such contracts, for any one day of delay in the final completion of the Work will not be greater than the approximate total of the liquidated damages sustained by the City by reason of such delay in completion of the Work, and the amount assessed against any one contractor for such one day of delay will be based upon the individual responsibility of such contractor for the aforesaid delay as determined by, and in the judgment of, the City.
3. In the event that the City elects to accept part of the Work as Substantially Complete prior to Substantial Completion of all of the Work, the parties shall equitably adjust the daily rate of liquidated damages. In the event that the parties cannot agree on such equitable adjustment, the Contractor has the right to pursue remedies under the disputes resolution procedures stated elsewhere in these General Conditions.

GC-13. INSPECTION OF WORK

1. The City, the City Public Works Director, and any third-party inspectors ("Inspector") shall at all times have access to the Work for the observation and inspection thereof wherever it is in preparation or progress, and Contractor shall provide proper facilities for such inspection. The Contractor shall comply with the directions and instructions of the Inspector. The Contractor shall furnish all reasonable aid and assistance required for any such inspection.
2. For all Work which the Contract Documents provide will be inspected, tested, or approved, the Contractor shall give the City Public Works Director timely notice of its readiness for such inspection, testing or approval and the date fixed for such inspection, testing or approval if the inspection, testing or approval is by an authority other than City Public Works Director.
3. All specified and required tests for approval of material shall be made at the expense of the Contractor by a properly equipped laboratory of established reputation, whose work and testing facilities shall be approved by the City Public Works Director. Approval of materials based on acceptable tests will apply only while such materials as furnished equal or exceed the tested samples or test specimens in quality and minimum requirements. Any change in origin, method

of preparation or manufacture of such materials will require new test and approval thereof. Reports of all tests shall be furnished to the City Public Works Director in as many certified counterparts as may be required by the City Public Works Director.

4. If Work is found not to be in accordance with the Contract Documents, Contractor shall at his own expense bear the cost of uncovering such Work, the cost of removing same, as well as the cost of undoing and redoing the Work and other Work damaged by such nonconforming Work.
5. The City reserves the right to require inspection of any and all Work before it is covered up; and, accordingly, Contractor must notify the City Public Works Director before covering any Work. If any Work should be covered up which is required to be inspected, tested or approved and which, by virtue of being covered up, is not susceptible to being properly inspected, tested or approved, Contractor shall, if requested by Inspector, uncover such Work and bear the thereof, and of redoing same after inspection, testing or approval and redoing such other Work damaged as a result of having to uncover and redo same.
6. The Inspector shall be free at all times to perform its duties, including the observation and inspection of the Work, and intimidation or attempted intimidation of any one of them by the Contractor or by any of its employees shall be sufficient reason, if the City so desires, to terminate the Contract.
7. Any inspection, by whomsoever conducted, shall not relieve the Contractor from any obligation to perform the Work strictly in accordance with the plans and specifications, and any of the Work not so constructed shall be removed and made good by the Contractor at its own expense.

GC-14. CONCEALED CONDITIONS

1. The City makes no warranty, express or implied, that the various and sundry materials and information, including, by way of example and without limitation, soil tests, bore reports, utility locations and other such data and as-builts in the case of renovation of or addition to existing facilities, reflect actual conditions. The Contractor represents and warrants that it has examined the site and conducted such tests and examinations as it deems necessary and assumes all responsibility for the foregoing. That being the case, should the Contractor encounter (1) concealed conditions of a nature which of an unusual nature, differing materially from those ordinarily encountered or generally recognized as inherent in Work of the character provided for in this Contract; or (2) conditions which are at variance with the conditions indicated by the Contract Documents, or should unknown physical conditions below the surface of the ground, or should concealed or unknown conditions in an existing structure, be encountered, the Contract Time and/or Contract Price may be equitably adjusted

by the City upon recommendation by the City Public Works Director. No such adjustment will be made unless the Contractor brings the matter to the City Public Works Director's attention within 48 hours of first encountering the condition, and unless the condition actually interfered with the critical path of Contractor's work.

2. Discovered Artifacts. If, in the course of the Work, the Contractor encounters human remains or recognizes the existence of burial markers, archaeological sites or wetlands not indicated in the Contract Documents, the Contractor shall immediately suspend any operations that would affect them and shall notify the City Public Works Director. Upon receipt of such notice, the City Public Works Director shall promptly take any action necessary to obtain governmental authorization required to resume the operations. The Contractor shall continue to suspend such operations until otherwise instructed by the City Public Works Director but shall continue with all other operations that do not affect those remains or features. Requests for adjustments in the Contract Sum and Contract Time arising from the existence of such remains or features may be made as provided in this Contract.

GC-15. SUBMITTALS.

1. The Contractor shall prepare a submittal schedule, promptly after being awarded the Contract and thereafter as necessary to maintain a current submittal schedule, and shall submit the schedule(s) for the City Public Works Director's approval. The submittal schedule shall (1) be coordinated with the Contractor's construction schedule, and (2) allow the City Public Works Director time to review submittals. If the Contractor fails to submit a submittal schedule, the Contractor shall not be entitled to any increase in Contract Sum or extension of Contract Time based on the time required for review of submittals.
2. Contractor shall submit, with such promptness as to cause no delay in his own work or in that of any Subcontractor or other contractor, three (3) copies of all shop, fabrication, assembly, foundation and other drawings and schedules, samples, certifications or other documentation or thing required by the specifications, including, but not limited: (1) drawings of equipment and devices offered by the Contractor for approval of the City Public Works Director in sufficient detail to adequately show the construction and operation thereof; (2) drawings showing essential details of any change in design of construction proposed, for consideration by the City Public Works Director, by the contractor in lieu of the design or arrangement required by the Contract Documents, or any item of extra work thereunder; (3) all required wiring and piping layouts; (4) samples of products representative of color, finish or other characteristics as stated in the specifications; and (5) structural and reinforcing fabrication drawings. At the option of the Director of Public Works, such information may be submitted electronically.

3. The City Public Works Director shall review, respond to, accept or reject such submittals within a reasonable time after receipt thereof. Contractor shall make such revisions as deemed necessary. Failure of the City Public Works Director to reject a submittal shall not operate as acceptance, or relieve Contractor of responsibility for compliance with the Contract Documents.
4. Once the Submittal is in a form acceptable to the City Public Works Director, the Contractor shall furnish a total of not less than three (3) copies of the final Submittal, and more when required, of each drawing as finally approved, such number to include any copies of preliminary or revised drawings which are approved as submitted. After due review by the City Public Works Director, all such drawings shall become a part of the Contract Documents, and the Work or equipment shown by such drawings shall be in conformity with said drawings unless otherwise required by the City Public Works Director.
5. No Work shall be performed in connection with the fabrication or manufacture of material or equipment shown by any drawing thereof, nor shall any accessory, appurtenance or device not fabricated or manufactured by the Contractor or its Subcontractors be purchased, until the drawing or drawings therefor have been approved as stipulated, except at the Contractor's own risk and responsibility. Review for compliance by the City or the City Public Works Director of drawings or other items submitted by Contractor shall not relieve Contractor from responsibility for errors of any sort in Shop Drawings or other submittals.

GC-16. WARRANTY

1. Contractor warrants to the City that materials and equipment furnished under the Contract will be of good quality and new unless the Contract Documents require or permit otherwise. The Contractor further warrants that the Work will conform to the requirements of the Contract Documents and will be free from defects, except for those inherent in the quality of the Work the Contract Documents permit or require. Work, materials, or equipment not conforming to these requirements may be considered defective. The Contractor's warranty excludes remedy for damage or defect caused by abuse, alterations to the Work not executed by the Contractor, improper or insufficient maintenance, improper operations, or normal wear and tear and normal usage. If required by the City Public Works Director, the Contractor shall furnish satisfactory evidence as to the kind and quality of materials and equipment.
2. Should any special or specific warranties be required by any part of the Contract Documents, they shall be in addition to and not in place of the warranty of this paragraph. All manufacturer's warranties shall be assignable, and assigned to, the City.

3. Contractor shall require a similar warranty from each Subcontractor for all Work performed by such Subcontractor, which shall run to the benefit of the City. All such warranties shall be in writing and shall be promptly delivered to City. The furnishing of such warranties by Subcontractors and materialmen, however, shall not relieve Contractor of his obligations under this section. At the City's sole option, Contractor shall assign to City any rights Contractor may have against any Subcontractor and/or supplier for defective Work, materials or equipment.
4. Any provision of the Contract Documents to the contrary notwithstanding, all warranties provided for in the Contract Documents shall begin to run from the date of final payment by City to Contractor.

GC-17. APPROVAL OF EQUALS; REQUESTS FOR SUBSTITUTIONS

1. Approved equals, where permitted by the Contract Documents or otherwise made feasible by market conditions, shall be considered for approval as follows:
 - (a) Contractor shall notify City in writing if it wishes to use an alternative product, and if such was specifically named in the Contract Documents.
 - (b) If Contractor desires to use a product not specifically named in the Contract Documents, it must first inform City and receive written approval for such substitutions. City has no obligation to approve such request and is not responsible for any delay or cost incurred or caused by Contractor's making such request.
2. After this Contract has become effective, the City Public Works Director will consider a request for a substitution of products in place of those specified upon advance written request by Contractor. By making a request for a substitution, and unless otherwise specifically agreed to in writing by the City, Contractor represents that:
 - (a) Contractor has personally investigated the proposed substitute product and determined that it is equal or superior in all respects to that specified;
 - (b) Contractor will endeavor to provide at least as extensive a warranty for the substituted product as for the originally specified product. If it cannot obtain as broad a warranty for the product offered, the lesser warranty will be specifically disclosed in the request for substitution; and
 - (c) Contractor will coordinate the installation of the accepted substitute, making such adjustments as may be required for the Work to be complete in all respects.

3. The Contractor shall be solely responsible for design risks, delays and other claims arising out of any approved alternates or substitutions.
4. All specified and required tests for approval of material proposed as "equal" or as a substitution shall be made at the expense of the Contractor by a properly equipped laboratory of established reputation, whose work and testing facilities shall be approved by the City Public Works Director. Approval of materials based on acceptable tests will apply only while such materials as furnished equal or exceed the tested samples or test specimens in quality and minimum requirements. Any change in origin, method of preparation or manufacture of such materials will require new test and approval thereof. Reports of all tests shall be furnished to the City Public Works Director in as many certified counterparts as may be required by the City Public Works Director.

GC-18. PERMITS AND NOTICES

1. All permits and licenses shall be secured and paid for by Contractor, unless otherwise specified.
2. Contractor shall give all notices required by and all Work shall be done in accordance with all applicable federal and state laws, City and County laws and ordinances, building codes and rules and regulations bearing on the conduct of the Work.

GC-19. USE OF PREMISES

1. Contractor shall confine its operations to limits indicated by law, ordinances, rules, regulations, and permits of City or directions of City Public Works Director and shall not unreasonably encumber the premises and/or site.
2. Contractor shall not load or permit any part of any structure, street or highways to be loaded with a weight that exceeds load limits which that will endanger their safety.
3. Contractor shall comply with federal, state and local laws and ordinances, as well as any specific instructions regarding signs, advertisements, fires and smoking from City Public Works Director.
4. If provided in the Contract Documents, a laydown area or staging area shall be chosen by City Public Works Director. Contractor will furnish its own weather protection for materials, equipment and work in progress if required.
5. No City equipment will be taken out of service or put into service without approval of City.

GC-20. PROTECTION OF WORK AND PROPERTY

1. Contractor shall maintain at all times, as required by the conditions and progress of the Work, all necessary safeguards for the protection of life, the Work, supplies, materials and equipment on the Project site not yet incorporated in the Work, City's property and adjacent property. Contractor shall be solely liable for all damages to the City or the property of the City, to employees of the City or other contractors, to neighboring premises, or to any private or personal property, due to improper, illegal or negligent conduct of the Contractor, its Subcontractors, employees or agents in and about said Work, or in the execution of the Work. The Contractor shall be liable to the City for any damages, whether property damage or personal injury, occasioned by Contractor's use of any scaffolding, shoring, apparatus, ways, works, machinery, plant or any other process or thing that is required for the Work.
2. The Contractor shall give reasonable notice to the affected owners and utilities when any such property is liable to injury or damage through the performance of the Work and shall make all necessary arrangements with such owner or owners relative to the removal and replacement or protection of such property and/or utilities.
3. The Contractor shall satisfactorily shore, support and protect any and all structures and all excavations, pipes, sewers, drains, conduits and other Underground Facilities and shall be responsible for any damage resulting thereto. The Contractor shall not be entitled to any additional Contract Time on account of any postponement, interference or delay caused by any such structures and facilities being on the line of the Work, whether they are shown on the plans or not.
4. During unfavorable weather, or other unfavorable conditions for construction operations, the Contractor shall pursue only such portions of the Work as will not be damaged thereby. No portions of the Work, the satisfactory quality or efficiency of which will be affected by any unfavorable conditions, shall be constructed while these conditions exist, unless, by special means or precautions approved by the City Public Works Director, the Contractor shall be able to perform the Work in a proper and satisfactory manner.
5. The Contractor shall assume full responsibility for the Work and shall bear any loss and repair any damage at his/her own cost occasioned by neglect, accident, vandalism or natural cause, whether foreseen or unforeseen, during the progress of the Work and until the Work is completed and accepted by the City.
6. Contractor shall comply with any and all instructions from the City Public Works Director regarding prevention of accidents, fires or for the elimination of any unsafe practice and shall observe all the applicable recommendations of the

National Fire Protection Association Standard No. 241 (or other, later revision) "Standards for Safeguarding Building Construction and Demolition Operations".

7. Contractor shall post danger signs warning against the hazards created by such features of construction as protruding nails, hod hoists, well holes, elevator hatchways, scaffolding, window openings, stairways, falling materials, open trenches, other excavations, obstructions and similar conditions. All open trenches and other excavations shall be provided with suitable barriers, signs and lights, at Contractor's expense, such that adequate protection is provided to the public against accident by reason of such open construction. Obstructions such as material piles and equipment shall be provided with similar warning lights and signs.
8. All streets, roads, highways and other public thoroughfares which are closed to traffic, under the authority of a proper permit shall be protected, at Contractor's expense, by means of effective barricades on which shall be placed proper warning signs; such barricades being located at the nearest intersecting public highway or street on each side of the blocked section of such public thoroughfare.
9. All barricades and obstructions shall be illuminated by means of amber lights at night and all lights used for this purpose shall be at Contractor's expense and shall be kept burning from sunset to sunrise. Materials stored upon or along side public streets and highways shall be so placed, and the work at all times shall be so conducted, as to cause the minimum obstruction and inconvenience to the traveling public. All barricades, signs, lights and other protective devices in public rights-of-way shall be installed and maintained in conformity with applicable statutory requirements and as required by the Manual on Uniform Traffic Control Devices, as amended, or any other applicable statutes or ordinances.

GC-21. SAFETY

1. Contractor shall be responsible for enforcing safety rules to assure protection of the employees and property of City, to assure uninterrupted production and to assure safe working conditions for Contractor and Subcontractors and their employees and to assure the safety of the general public. In addition to any other rights the City might exercise, Contractor and/or any Subcontractor failing to follow safety rules shall be subject to eviction from the job site and may be refused reentry.

Contractor shall designate a responsible member of its organization on the Project whose duty shall be the prevention of accidents. The name and position of the person so designated shall be reported to the City Public Works Director by

Contractor. In the absence of such designation, the Contractor's Superintendent shall be deemed to be the safety representative.

2. Contractor shall develop and maintain an up-to-date emergency action plan, taking into account fires, hazardous materials, explosions, adverse weather, floods, etc., which shall be in compliance with all federal, state and local laws and ordinances. The procedures should outline specific action to be taken to protect life and to secure and protect the building materials, constructed work, buildings, equipment and the position of cranes, and shall cover, at a minimum, personal safety training for employees and subcontractors equipment; first aid-personnel and facilities; fire protection; signs, signals, and barricades; safety inspections; material handling and storage; inspections; and corrective action.
3. In an emergency affecting the safety of life, the Work, the City's property or of adjoining property, Contractor, without special instruction or authorization from the City Public Works Director, is hereby permitted to act, at its discretion, to prevent such threatened injury or loss. Any compensation claimed by Contractor on account of emergency work shall be determined by mutual agreement of City and Contractor.
4. Whenever, in the opinion of the City Public Works Director, the Contractor has not taken sufficient precaution for the safety of the public or the protection of the Work to be constructed under this Contract, or of adjacent structures or property which may be injured by process of construction, and whenever, in the opinion of the City Public Works Director, an emergency shall arise and immediate action shall be considered necessary in order to protect property interests and to avoid personal injury and/or death, then the City Public Works Director, with or without notice to the Contractor, shall have the authority to cause such work to be done and materials to be furnished at places as the City Public Works Director may consider necessary and adequate. The cost and expense of such work and material so furnished shall be borne by the Contractor. The performance of such emergency work shall in no way relieve the Contractor of responsibility for damages which may occur during or after such precaution has been duly taken.

GC-22 REPORTING OF INJURY OR DAMAGE.

1. The Contractor shall be responsible for an damage to the Work, whether due to accident, adverse weather, malicious mischief, riot, sabotage, theft, etc.;, and shall promptly return the Work to its previous condition at no cost to the City. If the loss is covered by property insurance, Contractor shall immediately report the damage and cooperate with the insurer on claims for reimbursement, but Contractor shall nevertheless promptly repair the damage so that the Work can proceed. The Contractor shall promptly remedy damage and loss (other than damage or loss insured under property insurance required by the Contract Documents) to property caused in whole or in part by the Contractor, a

Subcontractor, a Sub-subcontractor, or anyone directly or indirectly employed by any of them, or by anyone for whose acts they may be liable, except damage or loss attributable to acts or omissions of the City or anyone directly or indirectly employed by City, or by anyone for whose acts the City may be liable, and not attributable to the fault or negligence of the Contractor. The foregoing obligations of the Contractor are in addition to the Contractor's obligations under the Indemnification provision of this Contract.

2. If either party suffers injury or damage to person or property because of an act or omission of the other party, or of others for whose acts such party is legally responsible, written notice of such injury or damage, whether or not insured, shall be given to the other party within a reasonable time not exceeding 21 days after discovery. The notice shall provide sufficient detail to enable the other party to investigate the matter.

GC-23. HAZARDOUS MATERIALS

1. When use or storage of explosives or other hazardous materials or equipment or unusual methods are necessary for execution of the Work, the Contractor shall exercise utmost care and carry on such activities under supervision of properly qualified personnel.
2. The Contractor is responsible for compliance with any requirements included in the Contract Documents regarding hazardous materials. If the Contractor encounters a hazardous material or substance not addressed in the Contract Documents and if reasonable precautions will be inadequate to prevent foreseeable bodily injury or death to persons resulting from a material or substance, including but not limited to asbestos or polychlorinated biphenyl (PCB), encountered on the Site by the Contractor, the Contractor shall, upon recognizing the condition, immediately stop Work in the affected area and report the condition to the City Public Works Director in writing.
3. Upon receipt of the Contractor's written notice, the City shall take reasonable steps to verify the presence or absence of the material or substance reported by the Contractor and, in the event such material or substance is found to be present, to cause it to be rendered harmless. When the material or substance has been rendered harmless, Work in the affected area shall resume upon written agreement of the City and Contractor. By Change Order, the Contract Time shall be extended appropriately and the Contract Sum shall be increased in the amount of the Contractor's reasonable additional costs of shut-down, delay and start-up.
4. To the fullest extent permitted by law, the City shall indemnify and hold harmless the Contractor, Subcontractors, their agents and employees of any of them from and against claims, damages, losses and expenses, including but not limited to

attorneys' fees, arising out of or resulting from performance of the Work in the affected area if in fact the material or substance presents the risk of bodily injury or death and has not been rendered harmless, provided that such claim, damage, loss or expense is attributable to bodily injury, sickness, disease or death, or to injury to or destruction of tangible property (other than the Work itself), except to the extent that such damage, loss or expense is due to the fault or negligence of the party seeking indemnity. The City shall not be responsible under this Section for materials or substances the Contractor brings to the Site unless such materials or substances are required by the Contract Documents. The City shall be responsible for materials or substances required by the Contract Documents, except to the extent of the Contractor's fault or negligence in the use and handling of such materials or substances. The City shall also indemnify the Contractor against fines, penalties or other costs assessed by government agencies for the cost of remediation of a hazardous material or substance solely by reason of performing Work as required by the Contract Documents.

5. The Contractor shall indemnify the City for the cost and expense the Owner incurs (1) for remediation of a material or substance the Contractor brings to the Site and negligently handles, or (2) where the Contractor fails to perform its obligations under this Section, except to the extent that the cost and expense are due to the City's fault or negligence.

GC-24. CUTTING, PATCHING AND DIGGING

1. Contractor shall do all cutting, fitting or patching of its work so that may be required to make its several parts come together properly and fit it to receive or be received by work of others shown upon or reasonably implied by the Contract Documents.
2. Contractor shall not endanger any property of City or any other individual or entity, or the Work by cutting, digging or otherwise and shall not cut or alter the work others except with the written consent of City.
3. Contractor shall assume responsibility for the patching or repairs, by the proper trade, of damages caused by work under this Contract.
4. Contractor shall comply with all local ordinances dealing with cutting, patching and digging and shall obtain all necessary permits.

GC-25. CLEANING UP

Contractor shall at all times keep the premises/site free from accumulations of waste material or rubbish caused by its employee or Work; and at the completion of the

daily Work it shall remove all its rubbish from and about the premises/site and all its tools, scaffolding and surplus materials, and shall leave its work "broom clean" or its equivalent unless more exactly specified. In case of dispute, City may remove the rubbish and charge the cost to Contractor.

GC-26. JOBSITE OFFICE AND TEMPORARY FACILITIES

1. If required by the Contract Documents, during the performance of this Contract, the Contractor shall maintain a suitable office at or near the site of the Work which shall be the headquarters of the superintendent authorized to receive drawings, instructions, or other communications or articles from the City Public Works Director, and any such communication given to the said superintendent or delivered at the Contractor's office at the site of the Work in his/her absence shall be deemed to have been given to the Contractor. Contractor shall coordinate the placement of such office with the City Public Works Director, but unless otherwise provided in the Contract, the City does not make any representation as to the availability of space, utilities, parking or other amenities for such office. Upon completion of Work or when requested by City Public Works Director, Contractor shall remove same from City's premises and leave the area in a clean and orderly condition.
2. The operations of the Contractor shall be in full conformity with all of the rules and regulations of boards and bodies having jurisdiction with respect to sanitation. The Contractor shall obey and enforce all sanitary regulations and orders, and shall take precautions against infectious diseases and the spread of same.
3. The Contractor shall supply safe and sufficient drinking water to all of its employees. All water used in the course of the Work shall be hauled in or purchased from the local Water Company's distribution system at the Contractor's own cost and expense.
4. Except where special permission has been granted by City, Contractor shall provide and maintain sanitary temporary toilet facilities located where directed by City Public Works Director for accommodation of all persons engaged on the Work. Temporary toilets shall be enclosed and weatherproof and kept in sanitary and an approved condition at all times. After use for same has ceased, Contractor shall remove the temporary toilet facilities from City's premises and disinfect and fill any vaults.
5. Contractor shall provide and maintain temporary heat as required to protect all Work and material against injury from dampness and/or cold to the satisfaction of City Public Works Director.

6. Unless otherwise specified in the Contract Documents, Contractor shall provide, at its cost and expense, temporary power, wiring and lights from City's provided source as may be required for its operations.

GC-27. SEPARATE CONTRACTS

1. City reserves the right to perform with its own forces or let other contracts in connection with the Project. Contractor shall afford reasonable opportunity for the introduction and storage of materials and the execution of work by City or others and shall properly connect and coordinate its Work with the work of City or others.
2. If any part of Contractor's Work depends upon the work of the City or others, Contractor shall inspect and promptly report to City any defects in any such work that renders it unsuitable for proper execution or results. Its failure to so inspect and report shall constitute an acceptance by it of such other work as fit and proper for the reception of its work.
3. In the event that Contractor is performing work at a site or on a project involving City and one or more other private or governmental entities, which have their own contractors on site as well, Contractor shall advise City Public Works Director when it anticipates that there may be interference with the Contractor's work or with the work of any other contractor. City Public Works Director shall, to the best of its ability, with input from Contractor as to coordination of the work, seek to schedule work of the various contractors so as to avoid as much inconvenience and delay as possible, and the Contractor agrees to cooperate with all other contractors, and it shall so conduct its operations so as to interfere to the least possible extent with the work of such contractors or workers; provided, however, that in the event Contractor experiences a delay or damage to the Contractor's work as a result of the presence of other such contractors the City may, in its discretion, grant an extension of Contract Time and/or an adjustment in the Contract Price as may be appropriate in the circumstances.
4. The Contractor shall be responsible for any injury or damages that may be sustained by other contractors, workers or their work because of any fault or negligence on Contractor's part, and shall at its own expense repair or pay for such injury or damage. Any difference or conflict which may arise between the Contractor and contractors or between the Contractor and the workers of the City or any other entity in regard to their work, shall be adjusted and determined by the City Public Works Director. If the Work of the Contractor is delayed or damaged because of any acts or missions of any other contractor or contractors, the City may, in its discretion, grant an extension of Contract Time and/or an adjustment in the Contract Price as may be appropriate in the circumstances.

5. When two or more contracts are being executed at one time in such manner that work on one contract may interfere with that on another, the City Public Works Director shall decide which contractor shall cease work and which shall continue, whether the work on both contracts shall progress at the same time, and in what manner the work is to proceed. Similarly, when the work site of one contract is the necessary or convenient means of access for the transportation or movement of workers, materials or appliances required for the execution of another contract, such privileges of access or any other responsible privilege may be granted by City Public Works Director to the contractor so desiring to the extent which may be reasonably necessary.

GC- 28 INSURANCE

The Contractor shall furnish insurance as described in **Exhibit K** to the Contract. Contractor's failure to submit Certificates of Insurance, and Additional Insured and Notice of Cancellation/Modification Endorsements to the City as provided in the Instructions to Bidders, and in all cases prior to commencement of any Work on site, shall be grounds for termination of this Contract and exercise of the City's remedies including, but not limited to, against Contractor's Bid security.

GC-29. SURETY BONDS/SECURITY FOR PAYMENT OF OBLIGATIONS

1. If required by the Contract Documents, Contractor shall, after Notice of Award, but as a precondition to enforcement of any right of Contractor with respect to the Contract, furnish City with a Performance Bond and a Payment Bond in the full amount of the Contract Price on the forms attached to the Contract as **Exhibits B-1 and B-2**. The Bonds shall be provided by a Treasury-listed, corporate surety admitted in the State of Missouri, with an A. M. Best Rating of A- or better, and accompanied by valid Powers of Attorney if executed by an agent of the surety. Failure to furnish such Bonds within the time specified in the Notice of Award may, at the City's option, be the basis for declaring Contractor in default and pursuing such legal rights as the City deems in its best interest, including, but not limited to, enforcement of the City's rights as to bid security.
2. Contractor shall be responsible for notifying its surety of any modifications to the Contract Price or Time, and said surety shall not seek discharge as a result of any failure on Contractor's part to notify surety. If Changes to the Contract result in an increase in the Contract Price, the Contractor will be reimbursed for any additional surety bond premium, and the Contractor shall obtain a Rider to the surety bonds increasing their penal sum accordingly.
3. If the City does not require the submission of Performance and Payment Bonds, it may require Contractor to submit additional documentation to verify that the Contractor has satisfied all of its financial obligations with respect to the Contract.

GC-30. DELAYS AND EXTENSION OF TIME

1. If Contractor shall be delayed at any time in the progress of the Work by an act or omission of City, or direction of the City Public Works Director to delay or suspend Work, or by any separate contractor employed by City and over which Contractor has no control and which is not a result of the Contractor's acts or the acts of any of its employees, Subcontractors or suppliers, negligent or otherwise, then the Contract Time and the Contract Price may be extended and/or adjusted for such reasonable time and amount as the City Public Works Director shall decide, provided, that the Contractor would not have been delayed by a cause not attributable to the City or a separate contractor.
2. If adverse weather conditions are the basis for a request for additional time, such request shall be documented by data substantiating that weather conditions were abnormal for the period of time, could not have been reasonably anticipated, and had an adverse effect on the scheduled construction.
3. If the parties are unable to agree upon an appropriate Extension of Time, the Contractor shall assert a Claim in accordance with applicable provisions of this Contract's Disputes section.
4. If the Contractor is not entitled to an Extension of Time, the Owner shall be entitled to recover its actual costs, or liquidated damages as stated in the Contract, attributable to the delay by the Contractor.
5. No request for an extension of time shall be made for delay unless Contractor provides written notice to City Public Works Director of such delay, the reasons therefor and the expected length of delay within two business days of the commencement of such delay, in order to afford the City the maximum opportunity to take such action as it deems appropriate to minimize the delay or the consequences thereof. In the case of continuing cause of delay, only one written notice is necessary.
6. If the Contract Documents include a requirement that the Contractor provide maintenance services on the Work, the Contractor shall be required to deliver a Maintenance Bond on the form attached at **Exhibit B-3** prior to release of Final Payment

GC-31. CHANGES IN THE WORK

1. Change Orders. The City, without invalidating the Contract, may by direct changes in the Work which may result in an addition to or deduction from the Contract Price and/or changes in the Contract Time. A change which is agreed upon by the City and the Contractor shall be commemorated in a Change Order to be prepared by the City Public Works Director, and signed by the City and the

Contractor. Change orders of \$1,000 or less may be authorized and executed by the City Public Works Director on behalf of the City. Change Orders of \$2,500 or less may be authorized and executed by the City Administrator on behalf of the City. Change Orders of more than \$2,500 require the authorization and signature of the Mayor following approval by the City's Finance Committee and/or Board of Aldermen. The Contractor shall then be entitled to bill and be paid for the Work of the Change in the same manner as all other payments under the Contract. The Work as changed shall be subject to all the same terms and conditions as original work under this Contract.

2. Quantity Variations. Where changes in the Work involve a change in the quantity of any item paid based on unit prices, the Contract Price shall be revised by extension of the quantities and unit price such items so changed subject to written approval of the City Public Works Director. If the quantity is increased or decreased by thirty-three percent (33%) or more, and the total value of the Work affected is at least twenty percent (20%) of the Contract Price, either party may request that the City Public Works Director equitably adjust the unit price. The City Public Works Director shall advise both parties in writing of his decision on such adjustment within ten days of receipt of substantiating information from the requesting party, subject to both parties' right to dispute this decision. Pending resolution of such dispute, however, the Contractor shall be entitled to bill and be paid for the Work at the unit prices determined by the City Public Works Director in the same manner as all other payments under the Contract.
3. Minor Changes. City Public Works Director may order minor changes in the Work through field orders, which in no material or substantial way increase or decrease the Work; and such minor changes in the Work shall not involve an addition or deduction from the Contract Price nor an extension of the Contract Time.
4. Work Directives. From time to time the City Public Works Director may also issue written orders to Contractor for needed clarifications, modifications or corrections. If the Contractor and the City do not agree that such written order is a change, or on what if any adjustment to the Contract Price or Contract Time is appropriate, the City Public Works Director shall issue a directive to the Contractor describing the Work affected thereby, and the Contractor shall immediately comply with it subject to the other terms of the Contract. Any appropriate adjustment to the Contract price or Contract Time shall be resolved as follows.

The City Public Works Director shall either:

- (a) make a good faith evaluation of the appropriate adjustment to the Contract Price and/or Contract Time within ten days of receipt of substantiating proposal from the Contractor, and the Contractor shall be permitted to bill for the changed work as otherwise provided in the Contract Documents; or

- (b) direct the Contractor to keep an accurate account of its Allowable Field Costs as provided for below, and the Contractor shall be permitted to bill for, and receive, such costs plus fifteen percent (15%) as its full compensation for the Contractor's profit, overhead, general superintendence, field office expense and all other elements of cost not embraced within the Allowable Field Costs; or
- (c) If the City Public Works Director has determined in good faith that no change has occurred, and that the work covered by the Work Directive is part of the Contractor's obligations under the Contract Documents, the City Public Works Director directs the Contractor to proceed with the Work. The Contractor may keep records of its allowable costs and submit them through the disputes process as otherwise provided herein.
- (d) Where a Work Directive results in a credit to the City, the credit will be for allowable costs only, and no credit will be given back to the City for overhead or profit unless the Work reduced equals or exceeds ten percent (10%) of the Contract Price.
- (e) If the City Public Works Director determines that the value of any work performed under a Work Directive shall be based on costs incurred, the Contractor shall keep accurate records of its Allowable Field Costs as defined below.
 - (i) Where extra work is to be compensated based on Allowable Field Costs, only the following costs, as actually incurred and documented, will be paid to the Contractor:
 - (1) The cost of all workers, such as foremen, timekeepers, mechanics, and laborers, for the time actually employed in the performance of the said extra work;
 - (2) All materials and supplies;
 - (3) Trucks and rental on machinery and equipment for the time actually employed or used in the performance of said extra work, but not to exceed the purchase price of any such items if rented from third parties, and, if the items are owned by Contractor or an affiliate of Contractor, the rental rate shall not exceed eight-five percent (85%) of the local standard rental rate for similar items;
 - (4) Any transportation or travel charges necessarily incurred in connection with said equipment authorized by the City Public Works Director for use on said work and similar operating expenses;

- (5) All incidental expenses incurred as a direct result of such extra work, including payroll taxes and a ratable proportion of premiums for insurance, where the premiums therefor are based on payroll costs, public liability and property damage, worker's compensation, and other insurance required by the Contract; provided, however, Contractor must enumerate and justify to City's satisfaction any such claimed incidental expenses;
 - (6) Additional premiums for surety bonds, upon receipt by the City of riders increasing the penal sum of the bonds.
- (ii) Without in any way limiting City's right to challenge any individual costs claimed by Contractor, incidental costs shall not include:
- (1) Payroll costs and other compensation of Contractor's officers, executives, principals (of partnership and sole proprietorships), general managers, Public Works Directors, architects, estimators, lawyers, auditors, accountants, purchasing and contracting agents, expeditors, timekeepers, clerks and other personnel employed by Contractor whether at the site or in Contractor's principal or a branch office for general administration of the work unless specifically agreed to by City - all of which are to be considered administrative costs covered by the Contractor's overhead and profit.
 - (2) Expenses of Contractor's principal and branch offices other than Contractor's office at this site.
 - (3) Any part of Contractor's capital expenses, including interest on Contractor's capital employed for the Work and charges against Contractor for delinquent payments.
 - (4) Costs due to the negligence of Contractor, any Subcontractor, or anyone directly or indirectly employed by any of them or for whose acts any of them may be liable, including but not limited to, the correction of defective Work, disposal of materials or equipment wrongly supplied and making good any damage to property.
 - (5) Other overhead of general expense costs of any kind and the costs of any item not specifically and expressly agreed to by City.

The City Public Works Director may direct the form in which accounts of the Allowable Field Cost shall be kept and may also specify in writing, before the Work commences, the method of doing the Work and the type and kind of machinery and equipment, if required, which shall be used in the performance of extra work

5. If either party wishes to take exception to the City Public Works Director's decisions as to whether an item constitutes a Change, or the appropriate adjustment to the Contract Price or Contract Time associated with a Change, it shall notify the City Public Works Director, with a copy of such notice to the other party, within seven (7) days of receipt of the City Public Works Director's decision. Failure to give such notice shall constitute acceptance of the City Public Works Director's decision.
6. Except for Work done as a result of an emergency endangering life or property, no Work resulting in an additional pay item shall be performed unless pursuant to the provision of a Change Order or a Work Directive.

GC-32. INDEMNITY

1. Definitions. For purposes of indemnification requirements as set forth throughout the Contract, the following terms shall have the meanings set forth below:
 - (a) "The Contractor" means and includes Contractor, all of his affiliates and subsidiaries, his Subcontractors and materialmen and their respective servants, agents and employees; and
 - (a) "Loss" means any and all loss, damage, liability or expense, of any nature whatsoever, whether incurred as a judgment, settlement, penalty, fine or otherwise (including attorney's fees and the cost of defense), in connection with any action, proceeding, demand or claim, whether real or spurious, for injury, including death, to any person or persons or damages to or loss of, or loss of the use of, property of any person, firm or corporation, including the parties hereto, which arise out of or are connected with, or are claimed to arise out of or be connected with, the performance of this Contract whether arising before or after the completion of the Work required hereunder.
2. The Indemnities. For purposes of this Contract, and without in any way limiting indemnification obligations that may be set forth elsewhere in the Contract, and to the greatest extent permitted by applicable law, Contractor hereby agrees to indemnify, defend and hold harmless the City from any and all Loss to the extent such Loss is caused or incurred by, on account of or as a result of the negligence or other actionable fault of the Contractor, its employees, agents, Subcontractors and suppliers or any other party for whom Contractor is responsible.

It is agreed as a specific element of consideration of this Contract that this indemnity shall apply notwithstanding the joint, concurrent or contributory or comparative fault or negligence of the City or any third party and, further, notwithstanding any theory of law including, but not limited to, a characterization of the City's or any third party's joint, concurrent or contributory or comparative fault or negligence as either passive or active in nature.

Additionally, Contractor agrees to defend any claim, action or suit that may be brought against City, its governing body, officers, agents or employees for infringement of any patents arising out of the performance of this Contract or out of the use or disposal by or for the account of City of supplies furnished or construction work performed hereunder, and also to indemnify and hold harmless City, its governing body, officers, agents, and employees against all judgments, decrees, damages, costs and expenses recovered against it or them sustained by it or them on account of any such actual or alleged infringement.

3. General Limitation. Nothing in this section shall be deemed to impose liability on the Contractor to indemnify the City for Loss to the extent that the City's negligence or other actionable fault is the cause of Loss.
4. Waiver of Statutory Defenses. With respect to the City's rights as set forth herein and to the greatest extent permitted by applicable law, the Contractor expressly waives all statutory defenses, including, but not limited to, those under workers compensation, contribution, comparative fault or similar statutes to the extent said defenses are inconsistent with or would defeat the purposes of this section.

GC-33. ASSIGNMENT OF CONTRACT

Contractor shall not assign any of its rights under the Contract without the express, advance written consent of the City. In case the Contractor assigns all, or any part, of the monies due or to become due under this Contract, the right of the assignee in and to any monies due or to become due the Contractor shall be subject to all prior claims of all persons, firms, and corporations for services rendered or materials supplied for the performance of the Work called for in this Contract and no money shall be paid assignee on behalf of the Contractor by the City until such time as the Contractor has discharged its obligations to the City under the Contract. It is expressly understood and agreed that no assignment shall be effective as against the City unless it complies with the foregoing.

GC-34. SUBCONTRACTING

1. The Contractor shall not make any substitution for any Subcontractor unless the City so agrees in writing. The City reserves the right to disapprove the use of any subcontractor, but its failure to exercise such right shall not constitute acceptance of the work of any subcontractor. Disapproval of a subcontractor shall not be grounds for an adjustment to the Contract Price or Contract Time.
2. Should any Subcontractor fail to perform in a satisfactory manner, the Contractor shall immediately take appropriate action to rectify the failure of its Subcontractors. The Contractor shall be as fully responsible to the City for the

acts and omissions of its Subcontractors, and of persons either directly or indirectly employed by them, as Contractor is for the acts and omissions of persons directly employed by it.

3. The Contractor shall cause appropriate provisions to be inserted in all subcontracts to bind Subcontractors to the Contractor by the terms of the Contract Documents insofar as applicable to the work of the Subcontractor and to give the Contractor the same power to terminate any subcontract as the City has to terminate the Contractor under any provisions of the Contract Documents.
4. Contingent Assignment of Subcontracts to City. Each subcontract agreement for a portion of the Work is assigned by the Contractor to the City, provided that
 - (a) assignment is effective only after termination of the Contract by the City for cause pursuant to this Contract's termination provisions, and only for those subcontract agreements that the Owner accepts by notifying the Subcontractor and Contractor in writing; and
 - (b) assignment is subject to the prior rights of the surety, if any, obligated under bond relating to the Contract.
 - (c) When the City accepts the assignment of a subcontract agreement, the Owner assumes the Contractor's rights and obligations under the subcontract.
 - (d) Upon such assignment, if the Work has been suspended for more than 30 days, and if a Subcontractor provides backup for additional costs arising from the suspension, the Subcontractor's compensation shall be equitably adjusted for increases in cost resulting from the suspension.
 - (e) Upon such assignment to the City under this Section, the City may further assign the subcontract to a successor contractor or other entity. If the City assigns the subcontract to a successor contractor or other entity, the City shall nevertheless remain legally responsible for all of the successor contractor's obligations under the subcontract.
6. Nothing contained in the Contract Documents shall create any contractual relationship between any Subcontractor and the City, nor shall anything contained in the Contract Documents create any obligation on the part of the City to pay to or to see to the payment of any sums due any Subcontractor.

GC-35. CORRECTION OF WORK

1. The Contractor shall promptly correct Work rejected by the City Public Works Director or Inspector or failing to conform to the requirements of the Contract Documents, whether discovered before or after Substantial Completion and

whether or not fabricated, installed or completed, and remove from the site portions of the Work that are not in accordance with the requirements of the Contract Documents. Costs of correcting such rejected Work, including additional testing and inspections, the cost of uncovering and replacement of destroyed or damaged construction (whether completed or partially completed) of the City or separate contractors caused by the Contractor's correction or removal of Work, and compensation for the Inspector's services and expenses made necessary thereby, shall be at the Contractor's expense.

2. If Contractor should neglect to prosecute the work properly or fail to perform any provision of the Contract Documents, the City, after three (3) days' written notice to Contractor may, without prejudice to any other remedy it may have, make good such deficiencies and may deduct the cost thereof from the payment then or thereafter due Contractor.
3. In addition to the Contractor's Warranty obligations if, within two years after the date of Substantial Completion of the Work or designated portion thereof (or, if the Work in question was performed after Substantial Completion, from the date on which the Work was completed) or after the date for commencement of warranties or by terms of an applicable special warranty required by the Contract Documents, any of the Work is found to be not in accordance with the requirements of the Contract Documents, the Contractor shall correct it promptly after receipt of written notice from the City Public Works Director to do so, unless the City Public Works Director has previously given the Contractor a written acceptance of such condition. The Owner shall give such notice promptly after discovery of the condition. During the two-year period for correction of Work, if the City Public Works Director fails to notify the Contractor and give the Contractor an opportunity to make the correction, the City waives the rights to require correction by the Contractor and to make a claim for breach of warranty. If the Contractor fails to correct nonconforming Work within a reasonable time during that period after receipt of notice from the City Public Works Director, the City may correct it in accordance with the provisions of this Contract.
4. Nothing contained in this Section shall be construed to establish a period of limitation with respect to other obligations the Contractor has under the Contract Documents. Establishment of the two-year period for correction of Work as described herein relates only to the specific obligation of the Contractor to correct the Work, and has no relationship to the time within which the obligation to comply with the Contract Documents may be sought to be enforced, nor to the time within which proceedings may be commenced to establish the Contractor's liability with respect to the Contractor's obligations other than specifically to correct the Work.
5. If the City prefers to accept Work that is not in accordance with the requirements of the Contract Documents, the City may do so instead of requiring its removal and correction, in which case the Contract Price will be reduced as appropriate

and equitable. Such adjustment shall be effected whether or not final payment has been made.

GC-36. DISPUTE RESOLUTION

1. City and Contractor agree that disputes relative to the Work shall first be addressed by negotiations between the parties. Such negotiations shall take place within thirty (30) days of demand by the party seeking resolution of the dispute. If direct negotiations fail to resolve the dispute, the party initiating the claim that is the basis for the dispute shall be free to take such steps as it deems necessary to protect its interests; provided, however, that notwithstanding any such dispute Contractor shall proceed with the Work as per the Contract Documents as if no dispute existed.
2. In order to preserve its rights to dispute a matter hereunder, the complaining party must submit a written notice to the other party setting forth the basis for its complaint within twenty (20) calendar days following receipt of the decision of the City Public Works Director as to such matter or other action on which the dispute is based. A decision of the City Public Works Director (where appropriate) under GC-7 above; notice of dispute, and direct negotiation, shall be conditions precedent to any further legal action.
3. Should the Contractor believe that it is entitled to any relief due to errors, omissions or defects in the Plans or Specifications, or as a result of any act or omission of an independent contractor designer in connection with the Project, the City shall cooperate with the Contractor by permitting the Contractor to pursue legal action against the designer in the name of the City at Contractor's sole risk and expense as the City would otherwise have against such designer. The City shall pay to Contractor such sums as may be recovered from the designer on behalf of Contractor. Other than this duty of cooperation and remittance, the City shall have no liability or obligation to Contractor for any act, error, omission, negligence or breach of duty by a designer.
4. Arbitration of disputes.
 - a. Claims, except those waived as provided for elsewhere in this Contract, which have not been resolved by mediation, shall be decided by arbitration which, unless the parties mutually agree otherwise, in accordance with the Construction Industry Arbitration Rules of the American Arbitration Association currently in effect at the time of the arbitration. The demand for arbitration shall be filed in writing with the other party to the Contract and with the American Arbitration Association.
 - b. A demand for arbitration may be made no earlier than concurrently with the filing of a request for mediation, but in no event shall it be made after

the date when institution of legal or equitable proceedings based on such Claim would be barred by the applicable statute of limitations.

- c. An arbitration pursuant to this Section may be joined with an arbitration involving common issues of law or fact between the Owner or Contractor and any person or entity with whom the Owner or Contractor has a contractual obligation to arbitrate disputes which does not prohibit consolidation or joinder. No other arbitration arising out of or relating to the Contract shall include, by consolidation, joinder or in any other manner, an additional person or entity not a party to the Contract or not a party to an agreement with the Owner Contractor, except by written consent containing a specific reference to the Contract signed by the Owner and Contractor and any other person or entities sought to be joined. Consent to arbitration involving an additional person or entity shall not constitute consent to arbitration of any claim, dispute or other matter in question not described in the written consent or with a person or entity not named or described therein. The foregoing agreement to arbitrate and other agreements to arbitrate with an additional person or entity duly consented to by the parties to the Contract shall be specifically enforceable in accordance with applicable law in any court having jurisdiction thereof.
- d. Claims and Timely Assertion of Claims. The party filing a notice of demand for arbitration must assert in the demand all Claims then known to that party on which arbitration is permitted to be demanded.
- e. Judgment on Final Award. The award rendered by the arbitrator or arbitrators shall be final, and judgment may be entered upon it in accordance with applicable law in any court having jurisdiction thereof.

GC-37. RIGHT OF CITY TO SUSPEND OR TERMINATE CONTRACT

- 1. Suspension of Work by the City. The City Public Works Director may, without cause, order the Contractor in writing to suspend, delay or interrupt the Work in whole or in part for such period of time as the City may determine. The Contract Price and Contract Time shall be adjusted for increases in the cost and time caused by such suspension, delay or interruption. No adjustment shall be made to the extent that performance is, was or would have been so suspended, delayed or interrupted by another cause for which the Contractor is responsible; or that an equitable adjustment is made or denied under another provision of the Contract.
- 2. Termination of the Contract by the City. If any of the conditions enumerated below are found by the City to have occurred:
 - (a) the Work to be done under this Contract shall be abandoned by the Contractor; or

- that:
- (b) this Contract shall be assigned by Contractor otherwise than as herein provided; or
 - (c). at any time the City Public Works Director shall certify in writing to the City
 - (i) the performance of the Work under this Contract is being unnecessarily delayed such that all Bid items of the Project are not completed within the time named for their completion or within the time to which such completion date may be extended;
 - (ii) that the Contractor is violating any of the conditions or covenants of this Contract or the specifications therefor;
 - (iii) that the Contractor is executing the same in bad faith or otherwise not in accordance with the terms of said Contract; or
 - (iv) if the Contractor defaults in any material manner in its performance of the Contract; or
 - (d) a petition should be filed in bankruptcy by the Contractor, or by others seeking to have Contractor adjudged bankrupt and a motion is not made by Contractor within ten (10) days seeking assumption of the Contract and manifesting the ability to fulfill all of Contractor's obligations and curing all of Contractor's defaults; or if a general assignment of its assets should be made for the benefit of its creditors; or if a receiver should be appointed for the Contractor or any of its property;

then, in addition to other rights the City may choose to exercise, the City may, at its option, serve written notice upon the Contractor and its surety of City's intention to terminate this Contract, and unless within five (5) days after the serving of such notice upon the Contractor, a satisfactory arrangement be made for the continuance thereof, this Contract shall cease and terminate.

3. In the event of such termination, the City shall immediately serve notice thereof upon the surety and the Contractor, and the surety shall have the right to take over and complete the Work; provided, however, that if the surety does not commence performance thereof promptly, the City may take over the Work and prosecute same to completion, by contract or otherwise, for the amount and at the expense of the Contractor, and the Contractor and its surety shall be liable to the City for any and all excess cost sustained by the City by reason of such prosecution and completion; and in such event the City may take possession of, and utilize in completing the Work, all such materials, equipment, tools and plant as may be on the site of the Work and necessary therefor.

4. When Contractor's services have been so terminated, such termination shall not affect any rights or remedies of City against Contractor then existing or which may later accrue. Similarly, any retention or payment of monies due Contractor shall not release Contractor from liability.
5. The City also reserves the right, in its sole discretion and for its convenience and without cause or default on the part of Contractor, to terminate the Contract by providing written notice of such termination to Contractor. Upon receipt of such notice from City, Contractor shall: (1) immediately cease all work; or (2) meet with City and, subject to City's approval, determine what Work shall be required of Contractor in order to bring the Project to a reasonable termination in accordance with the request of City. If City shall terminate for its convenience as herein provided, City shall: (1) compensate Contractor for all purchased materials and actual cost of work completed to date of termination; and (2) release and indemnify Contractor against any liability Contractor may have to any third parties as the result of any contracts, commitments, purchase orders or any other such liabilities Contractor may have incurred as a result of its obligations under the provisions of the Contract. Contractor agrees that it shall minimize such potential liabilities by, where practical, informing third parties of City's right to terminate and attempting to obtain from such third parties a waiver of any liability in the event of such termination.
6. Any termination of the Contract for alleged default by Contractor that is ultimately determined to be unjustified shall automatically be deemed a termination for convenience of the City.

GC-38. PROGRESS PAYMENTS [if applicable]

1. Before submission of its first application for payment, the Contractor shall submit to the City Public Works Director a schedule of values allocating the various portions of the Work, prepared in such form and supported by such data to substantiate its accuracy as the City Public Works Director may require. This schedule, unless objected to by the City Public Works Director, shall be used only as a basis for the Contractor's applications for payment, but does not constitute approval by the City Public Works Director of the method or performance by the Contractor.
2. Payment will be made to Contractor monthly from funds available within thirty (30) days of the City's receipt of a proper undisputed pay request from the Contractor on the basis of a duly certified estimate of the value of all labor and materials delivered on the site and accepted by the City Public Works Director during the preceding month, calculated in proportion to the Contract price, but to ensure the proper performance of the Contract, five percent (5%) of the amount of each estimate will be retained, although the City reserves the right to increase retainage to ten percent (10%) if it determines, in its sole opinion, that the higher

rate is required to ensure performance of the Contract. Such retainage will be paid thirty (30) days after Substantial Completion of all work covered by the Contract unless the City is otherwise allowed by law to continue to retain said funds.

3. Unit Prices. Where the Contract provides that all or part of the Work is to be Unit Price Work, the Contract Price shall initially be deemed to include for all Unit Price Work an amount equal to the sum of the established unit prices for each separately identified item of Unit Price Work multiplied by the estimated quantity of each item required for the Work. It is understood and agreed that estimated quantities of items for Unit Price Work are not guaranteed and are solely for the purpose of comparison of bids and determining an initial Contract Price. Determinations of actual quantities and classifications of Unit Price Work shall be made by the City Public Works Director. Each unit price shall be deemed to include Contractor's overhead and profit for each separately identified item.
4. Each payment made to the Contractor shall be on account of the total amount payable to the Contractor by or for the City, and all materials and Work covered by the partial payments made shall therefore become the sole property of the City. This provision shall not be construed as relieving the Contractor from the responsibility imposed by the Contract Documents for the care and protection of materials and Work upon which payments have been made, for the restoration of any damaged Work, or as a waiver of the right of the City to require the fulfillment of all the terms of the Contract. Progress payments in respect to materials will be made only for materials delivered on the site and accepted by the City Public Works Director, all calculated in proportion to the Contract Price.
5. In general, no payment will be made in estimates for materials delivered on the site and not incorporated in the Work unless approved by the City Public Works Director as being in the best interests of the City, and title to such materials is transferred to the City by Bill of Sale on the form attached to the Contract as **Exhibit L**. Payment shall not be permitted for materials not delivered to the site except as approved by the City Public Works Director as being in the best interests of the City, and the City has received both a fully executed Bill of Sale and a satisfactory Bailment Agreement on the form attached to the Contract as **Exhibit M**.
6. The retained percentages herein provided for are to be retained and held for the sole protection and benefit of the City, and no other person, firm or corporation shall have or assert any lien, claim, right or priority therein, thereon or thereto, or be entitled to receive any part thereof, except as herein expressly provided.
7. The City shall require the Contractor to submit with its payment applications completed and notarized Partial Release and Waiver of Claim form from itself, and all Subcontractors and vendors with contract values of \$1,000 or more on the form attached to the Contract at **Exhibit N**. Contractor's failure to furnish said

waivers shall not relieve Contractor or its surety of any obligation assumed under this Contract, nor shall the City's request for such documentation create any obligation on City's part to verify accuracy.

8. The Contractor has bid this job net of all sales and compensation taxes. No application for payment shall include any amount for reimbursement of such taxes paid by Contractor resulting from Contractor's failure to use City's tax exemption certificate for any purchase in connection with the Work.
9. The Contractor shall be responsible for the return and /or exchange of surplus materials, and all credits for returned or exchanged materials shall be first submitted to the City Public Works Director for approval. Applications for payment shall reflect any such credits, and the Contract Price shall be adjusted as necessary to reflect such credits. Unreturnable excess materials shall be turned over to the City, or, at its option, be removed from the Project site at Contractor's expense.

GC-39 INSPECTION FOR SUBSTANTIAL COMPLETION AND RELEASE OF FUNDS

1. When the Contractor considers that the Work, or a portion thereof which the City agrees to accept separately, is substantially complete, the Contractor shall prepare and submit to the City Public Works Director a comprehensive list of items to be completed or corrected prior to final payment (the "Punch List"). Failure to include an item on the Punch List does not alter the responsibility of the Contractor to complete all Work in accordance with the Contract Documents.
2. Upon receipt of the Punch List, the City Public Works Director and/or the Inspector will make an inspection to determine whether the Work or designated portion thereof is substantially complete. If the inspection discloses any item, whether or not included on the Punch List, which is not sufficiently complete in accordance with the Contract Documents so that the City can occupy or utilize the Work or designated portion thereof for its intended use, the Contractor shall, before issuance of the Certificate of Substantial Completion, complete or correct such item upon notification by the City Public Works Director. In such case, the Contractor shall then submit a request for another inspection to determine Substantial Completion.
3. When the Work or designated portion thereof is substantially complete, the City Public Works Director will prepare and submit to the City and the Contractor a Certificate of Substantial Completion that shall establish the date of Substantial Completion, shall establish responsibilities of the City and Contractor for security, maintenance, heat, utilities, damage to the Work and insurance, and shall fix the time within which the Contractor shall finish all items on the list accompanying the Certificate. The City Public Works Director shall agree upon a reasonable value of Work not yet completed, and identify these in writing. Warranties required by the Contract Documents shall commence on the date of Substantial

Completion of the Work or designated portion thereof unless otherwise provided in the Certificate of Substantial Completion.

4. The City shall make payment of retainage applying to such Work or designated portion thereof, less 150% of the value of the remaining Work to be completed, and funds sufficient to protect the City from threatened claims, losses or other identified financial obligations of Contractor.

GC-40. PARTIAL OCCUPANCY OR USE

1. The City may occupy or use any completed or partially completed portion of the Work at any stage when such portion is designated by separate agreement with the Contractor, provided such occupancy or use is consented to by the insurer and authorized by public authorities having jurisdiction over the Project. Such partial occupancy or use may commence whether or not the portion is substantially complete, provided the City and Contractor have accepted in writing the responsibilities assigned to each of them for payments, retainage, liquidated damages (if any), security, maintenance, heat, utilities, damage to the Work and insurance, and have agreed in writing concerning the period for correction of the Work and commencement of warranties required by the Contract Documents. When the Contractor considers a portion substantially complete, the Contractor shall prepare and submit a list to the City Public Works Director as provided above. Consent of the Contractor to partial occupancy or use shall not be unreasonably withheld.
2. Immediately prior to such partial occupancy or use, the City Public Works Director and Contractor shall jointly inspect the area to be occupied or portion of the Work to be used in order to determine and record the condition of the Work.
3. In the event the City chooses to accept partial utilization of the Work, the amount of liquidated damages shall be equitable adjusted to reflect the relative value and potential damages associated with late completion of the remaining Work.
4. Unless otherwise agreed upon, partial occupancy or use of a portion or portions of the Work shall not constitute acceptance of Work not complying with the requirements of the Contract Documents.

GC-41. FINAL COMPLETION AND FINAL PAYMENT

1. Upon receipt of the Contractor's written notice that the Work is ready for final inspection and acceptance and upon receipt of a final Application for Payment, the City Public Works Director and/or Inspector will promptly make such inspection to determine if the Work is acceptable under the Contract Documents and the Contract fully performed. Before final acceptance, all installed and constructed equipment, devices and other Work which is to be tested under the

Contract Documents shall be tested and each part shall be in good condition and working order or shall be placed in such condition and order at the expense of the Contractor. All tests of such completed Work required under this Contract shall be made under the direction of the City Public Works Director. Upon agreement that the Work is complete, final payment of all remaining sums due to Contractor shall be made within fifteen days of compliance by Contractor with all requirements.

2. Neither final payment nor any remaining retained percentage shall become due until the Contractor submits to the City Public Works Director:
 - (a) an affidavit that payrolls, bills for materials and equipment, and other indebtedness connected with the Work (less amounts withheld by the City) have been paid or otherwise satisfied,
 - (b) a certificate evidencing that insurance required by the Contract Documents to remain in force after final payment is currently in effect and will not be canceled or allowed to expire until at least 30 days' prior written notice has been given to the City,
 - (c) a written statement that the Contractor knows of no substantial reason that the insurance will not be renewable to cover the period required by the Contract Documents,
 - (d) consent of surety to final payment,
 - (e) final Waivers and Release of Claims from Contractor and all Subcontractors and Vendors with a contract value of \$1,000 or more on the form attached hereto as **Exhibit O**,
 - (f) a current copy of the site plan on which Contractor shall show by dimensioning all underground utilities, above ground utilities, sewer clean-outs, yard hydrants, water meter, gas meter, electric meter and phone lines, and, if required by the City, other data establishing payment or satisfaction of obligations, to the extent and in such form as may be designated by the City, and
 - (g) receipt by the City of two copies of required sales tax exemption documentation on the forms attached to the Contract as **Exhibit F** from the Contractor.
3. If, after Substantial Completion of the Work, final completion thereof is materially delayed through no fault of the Contractor or by issuance of Change Orders affecting final completion, the City shall, upon application by the Contractor, and without terminating the Contract, make payment of the balance due for that portion of the Work fully completed and accepted. If the remaining balance for

Work not fully completed or corrected is less than retainage stipulated in the Contract Documents, and if bonds have been furnished, the written consent of surety to payment of the balance due for that portion of the Work fully completed and accepted shall be submitted by the Contractor to the City Public Works Director prior to certification of such payment. Such payment shall be made under terms and conditions governing final payment, except that it shall not constitute a waiver of claims.

4. The making of final payment shall constitute a waiver of Claims by the City except those arising from:
 - (a) liens, Claims, security interests or encumbrances arising out of the Contract and unsettled;
 - (b) failure of the Work to comply with the requirements of the Contract Documents; or
 - (c) terms of special warranties required by the Contract Documents.
5. Acceptance of final payment by the Contractor, a Subcontractor or material supplier shall constitute a waiver and release of claims by that payee except those previously made in writing and identified by that payee as unsettled at the time of final Application for Payment. Any payment, however, final or otherwise, shall not release the Contractor or its sureties from any obligations under the Contract Documents, the Bonds or insurance coverage.

GC-42. PAYMENTS WITHHELD

1. The City may withhold payment in whole or in part, to the extent reasonably necessary to protect the City, for any of the following reasons:
 - (a) defective Work not remedied;
 - (b) third party claims filed or reasonable evidence indicating probable filing of such claims unless security acceptable to the City is provided by the Contractor;
 - (c) failure of the Contractor to make payments properly to Subcontractors or for labor, materials or equipment;
 - (d) reasonable evidence that the Work cannot be completed for the unpaid balance of the Contract Price;
 - (e) damage to the City or a separate contractor;

- (f) reasonable evidence that the Work will not be completed within the Contract Time, and that the unpaid balance would not be adequate to cover actual or liquidated damages for the anticipated delay; or
- (g) repeated failure to carry out the Work in accordance with the Contract Documents.

The City may also nullify a payment previously issued, and withhold sums appropriate to protect the City from loss for which the Contractor is responsible. When the reasons for withholding payment are removed, payment will be made for amounts previously withheld.

- 2. The City may, at its sole option, issue joint checks to the Contractor and to any Subcontractor or material or equipment suppliers to whom the Contractor failed to make payment for Work properly performed or material or equipment suitably delivered.

GC-43. RETENTION OF RECORDS – CITY'S RIGHT TO AUDIT

Contractor shall maintain copies of records, including invoices reflecting sale or use tax information, pertaining to the Construction of this project for a period of five (5) years from the date of final payment. Such records shall be made available to the City for audit and review purposes upon written request therefor from City or its authorized agent(s) during the construction period and the five (5) year period following final payment.

GC-44. NOTICE

- 1. Written notice shall be deemed to have been duly served if delivered in person to the individual, to a member of the firm or entity, or to an officer of the corporation for which it was intended; or if delivered at, or sent by registered or certified mail or by courier service providing proof of delivery to, the last business address known to the party giving notice.
- 2. All notices of claims, potential changes or impediments to Contractor's ability to comply with the requirements of this Contract shall be given promptly and in writing, to allow the City the maximum opportunity to address and respond to them and to avoid impact to the Work.

GC-45. NO WAIVER OF RIGHTS

No waiver of any breach of this Contract shall be construed to be a waiver of any other subsequent breach.

GC-46. INDEPENDENT CONTRACTOR

The right of general supervision of the City and/or the City Public Works Director shall not make the Contractor an agent of the City, and the liability of the Contractor for all damages to persons, firms and corporations arising from the Contractor's execution of the Work shall not be lessened because of such general supervision, but as to all such person, firms and corporations, and the damages, if any, to them or their property, the contractor herein is an independent contractor in respect to the Work.

GC-47. SEVERABILITY

The parties agree that should any provision of the Contract Documents be determined to be void, invalid, unenforceable or illegal for whatever reason such provision(s) shall be null and void but that the remaining provisions of the Contract Documents shall be unaffected thereby and shall continue to be valid and enforceable.

GC-49. INTEREST

Payments due and unpaid under the Contract Documents shall bear interest from the date payment is due as required by Missouri law.

GC-49. GOVERNING LAW

This Contract shall be governed by, and construed in accordance with, the laws of the state of Missouri.

GC-50. VENUE

Venue of any litigation arising in connection with this Contract shall be the state courts of Platte County, Missouri.

EXHIBIT A-1

Special conditions

SC-1. WORK IN OR ACROSS STREET OR HIGHWAY RIGHT-OF-WAY

All work performed and all preparations of the Contractor or his employees, and Subcontractors, if any, within the limits of street or highway rights-of-way shall be in conformity with the requirements, and be under the control, through the City, of the street or highway authority owning or having jurisdiction and control over such rights-of-way in each case. Any costs incurred to comply with such requirements are the responsibility of the Contractor.

SC-2. CONTRACTOR TO FURNISH STAKES AND HELP

The Contractor, unless otherwise instructed, shall stake the Work and shall furnish, without charge, competent personnel from its workforce and such tools, stakes, and other materials as required in properly staking out the Work, in making measurements and surveys and in establishing temporary or permanent reference marks in connection with said Work. The stakes furnished for the staking of the Work shall be of such type, size and quality as to be acceptable to the Public Works Director.

SC-3. PRESERVATION OF MONUMENTS AND STAKES

The Contractor shall carefully preserve all monuments, property corners, bench marks, reference points and stakes, and in case of destruction of the same, will be responsible for proper replacement and for any mistakes or loss of time that may be caused by their unnecessary loss or disturbance. In the event that the loss of stakes, etc., causes a delay in the Work because the Contractor failed to discharge the foregoing obligation, the Contractor shall have no claim for damages or extensions of time. In the case of any permanent monuments, property corners or bench marks which must of necessity be removed or disturbed in the construction of the Work, the Contractor shall carefully protect and preserve the same until they can be properly referenced for relocation. The Contractor shall furnish at its own expense such materials, surveyors and assistance as are necessary for the proper replacement of monuments, property corners or bench marks that have been moved or destroyed.

SC-4. MAINTENANCE OF TRAFFIC

Local traffic on all streets shall be carried through construction whenever possible. Detours of traffic will be permitted when necessary and with the prior written permission of the City. Streets may be closed for short periods of time under authority of proper permit issued by the City or authority having jurisdiction. However, the Contractor shall conduct its Work so as to interfere as little as possible with public travel, whether

vehicular or pedestrian, on such streets. Proper notification to County and City police units and to Fire Districts shall be given by the Contractor before closing any public thoroughfare.

Where construction operations require the closing of private driveways, the Contractor shall give a minimum of 48 hours' notice to the owner or owners thereof and where necessary shall provide temporary access to given property.

SC-5. BORROW AND WASTE AREAS

All borrow materials shall be obtained by the Contractor at its own cost and expense. The borrow area and materials shall be approved by the Public Works Director and shall be friable material suitable for compaction.

All waste areas shall be located off the site and arrangements and payment for use for such areas shall be the sole responsibility of the Contractor. All waste disposal shall be in compliance with federal, state, and local laws, ordinances and regulations.

SC-6. PARKING AREAS, DRIVES AND WALKS

All existing parking areas, drives and walks within the Project limits shall be adjusted to conform to the lines and grades shown on the plans. Any of the above structures that are removed or damaged during construction shall be reconstructed, at Contractor's expense, of materials that will create a quality equal to or better than the condition of the existing facility prior to construction operation.

SC-7. STREET SIGNS AND TRAFFIC AIDS

The Contractor shall be responsible for all preexisting traffic control devices at the Project site, including installation, maintenance, removal and storage of such devices. All temporary and permanent traffic control devices supplied by the Contractor shall comply with and be installed in accordance with the Manual on Uniform Traffic Control Devices, current edition as revised, and the Traffic Control Devices Handbook.

SC-8. EASEMENTS AND RIGHTS-OF-WAY

Permanent and temporary (construction) easements and rights-of-way will be provided by the City as shown on the plans. The Contractor shall confine its operations to the easements provided and shall carefully note where buildings, structures or other obstructions will limit its working space. In the event that easements and rights-of-way are not available or if they have not been secured, or if entry to property is denied by court order, injunction, litigation or any other reason, the Contractor shall cease operations in such area and confine its work to other area approved by the City. In the event of any delay arising from delays in securing easements and rights-of-way, the Contractor may request an extension of time under the General Conditions.

EXHIBIT B-1

PERFORMANCE BOND

KNOW ALL MEN BY THESE PRESENTS, that the undersigned hereinafter referred to as the "Contractor", and _____, a Corporation organized under the laws of the State of _____ and authorized to transact business in the State of Missouri, as Surety, are held and firmly bound unto the City of Parkville, Missouri, hereinafter referred to as the "Owner" in the penal sum of _____ DOLLARS, lawful money of the United States of America for the payment of which the sum, well and truly to be made, we bind ourselves and our heirs, executors, administrators, successors, and assigns, jointly and severally by these presents.

THE CONDITION OF THE FOREGOING OBLIGATION IS SUCH THAT:

WHEREAS, the above bonded Contractor has, on the _____ day of _____, 20____, entered into a written contract with the aforesaid Owner for furnishing (among other things) all materials, equipment, tools, superintendence, labor, and other facilities and accessories, for the construction of certain improvements as designated, defined and described in the said Contract and the Conditions thereof, and in accordance with the Specifications and Plans therefor, a copy of said Contract being made a part hereof:

NOW THEREFORE, if the said Contractor shall and will, in all particulars, well, duly and faithfully observe, perform and abide by each and every covenant, condition, and part of the Construction work required under said Contract, and the Conditions, Specifications, Plans and other Contract Documents thereto attached or, by reference, made part thereof, according to the true intent and meaning in each case, and if said Contractor shall replace all defective parts, material and workmanship as required by the Contract, then this obligation shall be and become null and void; otherwise it shall remain in full force and effect.

PROVIDED FURTHER, if said Contractor fails in any particular to duly and faithfully observe, perform and abide by each and every covenant, condition and part of the said Contract and the Conditions, Specifications, Plans and other contract documents, thereto attached, or, by reference made a part thereof, according to the true intent and meaning in each case, or if said Contractor shall fail to replace all defective parts, material and workmanship as required by the Contract, then the Surety will promptly advise the City of its election to either complete all of the obligations of the Contractor; engage another Contractor acceptable to the City to complete the obligations of the Contractor; or pay the costs incurred by the City to complete the project and/or the costs to repair any defective parts, and any other damages incurred by the City in procuring completion and/or repair, such amount not exceeding the amount of this obligation, together with interest as provided by law.

PROVIDED FURTHER, that the said Surety, for value received, hereby stipulates and agrees that no change, extension of time, alteration, or additional to the terms of the contract, or the

work to be performed thereunder, or the specifications accompanying the same, shall in any ways affect this obligation on this bond and it does hereby waive notice of any change, extension of time, or addition to the terms of the contract, or to the work, or to the specifications.

IN TESTIMONY WHEREOF, the said Contractor has hereunto set his hand, and the said Surety has caused these presents to be executed in its name, and its corporate seal to be hereunto affixed, by its attorney-in-fact duly authorized hereunto so to do, on this the _____ day of _____, 20____.

Contractor

ATTEST:

(SEAL) Secretary

By _____

Title

Surety Company

(SEAL)

By _____

By _____
Attorney-in-Fact

By _____
Missouri Agent

Surety Claims Address: _____

(Accompany this bond with Attorney-in-Fact's Power of Attorney from the Surety Company certified to include the date of the bond)

EXHIBIT B-2

PAYMENT BOND

KNOW ALL MEN BY THESE PRESENTS, that the undersigned _____ as Contractor, and _____ as Surety with General Offices in the City of _____ and authorized to transact business in the State of Missouri, are held and firmly bound unto the

CITY OF PARKVILLE, MISSOURI and the STATE OF MISSOURI, in the penal sum of _____ DOLLARS

(\$ _____) lawful money of the United States of America, for the payment of which sum well and truly to be made, we bind ourselves, and our heirs, executors, administrators, successors, and assigns, jointly and severally, firmly by these presents:

THE CONDITION OF THE FOREGOING OBLIGATION IS SUCH THAT:

WHEREAS, the said Contractor has on the _____ day of _____, 20_____, entered into a contract with the City of Parkville, Missouri, for furnishing all tools, equipment, materials and supplies, performing all labor, and constructing public improvements described in the Contract, as designated, defined and described in the said Contract and the Conditions thereof, and in accordance with the Specifications and Plans therefor, a copy of said Contract being made a part hereof.

NOW THEREFORE, if the Contractor or the subcontractors of the Contractor shall pay all indebtedness incurred for supplies, materials, or labor furnished, or equipment used or consumed in connection with or in or about the construction or making of the improvements described in the above-mentioned contract documents, this obligation shall be void; otherwise, it shall remain in full force and effect.

The said Surety, for value received, hereby stipulates and agrees that no change, extension of time, alterations or additions to the terms of the Contract or to the work to be performed thereunder, or the specifications accompanying the same, shall in any way affect its obligation on this bond, and it does hereby waive notice of any such change, extension of time, alteration or addition to the terms of the contract or to the work to be performed or to the specifications. The said Surety further agrees that any person to whom there is due any sum for labor or materials furnished, as hereinafter stated or said person's assigns, may bring action on this bond for the recovery of said indebtedness.

IN TESTIMONY WHEREOF, the said Contractor has hereunto set his hand, and the said Surety has caused these presents to be executed in its name, and its corporate seal to be hereunto affixed, by its attorney-in-fact duly authorized thereunto so to do at _____, on this, this _____ day of _____, 20_____

Contractor

ATTEST:

(SEAL) Secretary

By _____

Title

Surety Company

(SEAL) By _____

By _____
Attorney-in-Fact

By _____
Missouri Agent

Surety Claims Address: _____

(Accompany this bond with Attorney-in-Fact's Power of Attorney from the Surety Company certified to include the date of the bond)

Bond No. _____

MAINTENANCE BOND

KNOW ALL MEN BY THESE PRESENTS, that we, _____ as Principal, and _____ as Surety, are held and firmly bound unto the City of Parkville, Missouri, in the sum of _____ Dollars (\$ _____), for the payment of which sum, well and truly to be made, we hereby bind ourselves, our heirs, executors, administrators, successors and assigns, firmly by these presents.

THE CONDITIONS OF THIS BOND ARE SUCH THAT:

WHEREAS, the said _____ has been given permission by the City Director of Public Works, to construct _____.

NOW THEREFORE, if the said _____ shall construct or cause to be constructed and completed the entire improvement in accordance with specifications used by the city of Parkville for like improvements, and to the lines and grades shown on the plans, all to be done subject to the approval and acceptance of the City Director of Public Works of said city of Parkville, and shall construct said improvement with such materials and in such manner that the same shall endure without need of any repairs for a period of two (2) years from and after the completion of said improvement and acceptance thereof; and if said improvement shall endure without the need of repairs for the period of two (2) years from and after the completion and acceptance thereof as aforesaid, then this obligations shall be void; otherwise to be in full force and effect.

Surety: _____

Principal: _____

By: _____

By: _____

Name _____

Name: _____

Missouri Resident Agent
Attorney-in-Fact, Power of Attorney, Attached

Title _____

Street, City, ZIP

Street, City, ZIP

Phone Number

Phone Number

Approved as to amount of bond:

By _____

Public Works Director

Date _____

Exhibit C

List of Plans, by sheet and date of issue, and all addenda thereto

Plans for City of Parkville, Missouri, dated July 21st, 2025

CROOKED ROAD CHANNEL REPAIRS - 2025

SHEET LIST:

1. TITLE SHEET & NOTES
2. GENERAL NOTES
3. LOCATION MAP
4. ROAD CLOSURE & DETOUR MAP
5. SITE PLAN
6. CHANNEL CROSS SECTION

CITY OF PARKVILLE, MISSOURI

CROOKED ROAD CHANNEL REPAIRS - 2025



SHEET LIST:

1. TITLE SHEET & NOTES
2. GENERAL NOTES
3. LOCATION MAP
4. ROAD CLOSURE & DETOUR MAP.
5. SITE PLAN
6. CHANNEL CROSS SECTION.

OVERALL SEQUENCE OF CONSTRUCTION

1. The following sequence of construction is proposed by Engineer. Contractor may modify this sequence with the consent of City.
2. Shop drawing submittals and approvals.
3. Submit Traffic Control Plan for approval by City.
4. Mobilize.
5. Take delivery of all major materials and structures.
6. Set up variable message board (VMB) in advance of road closure, per Road Closure Map.
7. Locate utilities.
8. Set up signage and detour route, close section of NW Crooked Road, beginning on a Monday.
9. Demo existing concrete sidewalk and lower apron.
10. Lift and re-stack existing limestone blocks along west side of channel.
11. Remove section of upper apron, extent to be determined by existing voids, verify with City Inspector.
12. Excavate and haul off silt and unsuitable soils.
13. Place rip-rap behind blocks.
14. Pour thin concrete and/or flowable fill to seal joints and rip-rap at the rear of the blocks.
15. Place and compact granular fill behind rocks and rip-rap, to form subgrade for new sidewalk and lower apron.
16. Pour new lower apron, sidewalk, and upper apron.
17. Pour concrete encasement around existing iron sewer pipe.
18. Set barricades to keep traffic off of new concrete for 7 days.
19. Complete clean-up and restoration.
20. Open up closed section of roadway.

TRAFFIC CONTROL & ROAD CLOSURES

1. This project will require closure of a section of Crooked Road. Contractor is responsible for traffic control, signage, flagmen, barricades, etc. in accordance with the approved Traffic Control Plan.
2. Roadway section will be closed for a single period not to exceed 21 calendar days,. During the closure period, Contractor shall actively work when weather is favorable. If work is not possible due to weather, Contractor shall park equipment across the roadway to demonstrate the closure.
3. Contractor shall submit a Traffic Control Plan to comply with the Road Closure & Detour Map, included as part of this Drawing Set.
4. Contractor shall provide residents inside the closure zone with vehicle access to their driveways.
5. Refer to unit price for "Traffic Control".

CONCRETE & MATERIALS TESTING:

1. No materials testing is required of Contractor.
2. City may perform testing on concrete materials, soils compaction, and other items of work, at City's cost. In this case, Contractor shall cooperate with testing personnel and provide access to work for testing purposes.

TIME LIMITATIONS

1. Contractor and City recognize that the Work must be completed expeditiously and with minimum delay and inconvenience to residents. Accordingly, the following limitations shall apply.
2. All Work shall be complete within 60 calendar days of City's written Notice to Proceed.
3. From the time Contractor mobilizes to the site, all improvements shall be complete within 21 calendar days.
4. Note: Maximum length of road closure shall be 21 days.
5. City will grant a time extension for days of inclement weather when Contractor is unable to work.
6. Refer to Contract Documents for liquidated damages provisions.

Revisions	No.	Date	Description

MAE
 NORTH HILLS ENGINEERING, INC., northhillseng@gmail.com,
 1825 Sunrise Dr. Smithville, MO 64089, (816) 935-2777

CL#2012038740



Jay E. Norco E-29748

CITY OF PARKVILLE, MO
 8880 CLARK AVE. - PARKVILLE, MO 64152

CROOKED ROAD CHANNEL REPAIRS - 2025
 TITLE SHEET & NOTES

Design: _____ Drawn: **JEN**

Date: **7-21-25**


Sheet: **1 of 6**

GENERAL NOTES:

1. This contract includes repairing a section of existing creek channel, including lifting and re-stocking limestone blocks, placing rip-rap and grouting rip-rap, placing and compacting granular fill, sealing gaps between existing blocks with concrete, pouring concrete to stabilize a sanitary sewer pipe crossing the creek channel, hauling off excess soil and spoils, replacing existing concrete sidewalk and roadway aprons, surface restoration, and associated work. Refer also to the Bid Form for a list of units of Work.
2. The Repairs shown herein will be constructed by a contractor for the City of Parkville, Missouri. Drawings have been prepared by North Hills Engineering, Inc. (Engineer).
3. These Drawings make reference to the APWA Specifications, which are understood to be the current edition of the Standard Specifications of Kansas City Metropolitan Chapter of the American Public Works Association.
4. Contractor shall use the Missouri "One-Call" System for utility notification and location, prior to excavation.
5. Contractor is responsible for means and methods of construction, and for jobsite safety.
6. Permits: This project requires neither a City nor a County Building Permit. However, Contractor and all subcontractors shall obtain a City occupational license at City Hall. Estimated cost is \$75.00.
7. The utility locations shown on these plans are taken from utility company records and recent locates and are approximations only. The locations shown do not constitute actual field locations unless so noted on the plans. Neither the Engineer nor the City assumes any responsibility for the accuracy of these locations nor for any additional utilities not indicated on the plans. Contractor shall verify existing dimensions and utilities prior to constructing the repairs and improvements. Contractor shall pothole utilities where noted on the Plan Sheets. Contractor shall be responsible for all damage to utilities.
9. The Contractor shall not be allowed to work on Sundays. Holiday and Saturday work shall be approved by City or Engineer.
10. Lineal foot measurements shown on the plans are horizontal measurements not slope measurements.
11. All excess soil and rock material from this project shall be removed from the project sites and disposed of by Contractor, unless Contractor reaches agreement with property owner for use/disposal of rock and soil material.
12. It shall be the responsibility of the contractor to protect the adjacent and downstream property owners from storm water, silt and erosion during all phases of construction.
13. Contractor shall restore existing surfaces and conditions to conditions equal to or better than existing conditions. Contractor shall be responsible for damage to all public and private property, resulting from Contractor's operations.
14. All Excavations shall be considered unclassified. However, Owner will compensate Contractor for removal of hard rock (requiring a hammer or rock trencher) on a per-cubic yard basis, at a rate of \$250.00 per cubic yard in-place. Contractor shall record the depths of hard rock removed, and write on the Record Drawings at 25-foot intervals.
15. All job-excavated trench backfill shall be compacted, using the tamping action of the excavator bucket. Granular backfill shall be compacted by vibratory means.
16. The contractor shall be required to keep the existing sanitary sewers operational during construction. Suggested locations for sewage hauling and/or bypass pumping are shown on the Plan Sheets.
17. According to MDNR regulations, when water mains and sewers cross, a minimum of 24-inches of clearance shall be maintained between the water mains and the sewers. When 24-inches cannot be maintained between the water main and the sewer, or when a water main must cross under a sewer, the sewer shall be constructed of ductile iron pipe, PVC pressure pipe or pre-stressed concrete cylinder pipe for a distance of 10.0 feet on each side of the crossing. One full joint of sewer pipe shall be centered on the crossing so that the joints are a minimum of 10.0 feet from the crossing. Also the water main shall have one full joint of pipe centered on the crossing, so that the joints are a minimum of 10.0 feet from the crossing. When a water main is constructed parallel to a sewer, the horizontal separation shall be 10.0 feet. A water main may be constructed closer than 10.0 feet to a sewer if the water main is in a separate trench and the vertical separation between the top of the sewer and the bottom of the water main is a minimum of 24-inches. If a vertical separation of 24-inches cannot be maintained and if the water main is constructed closer than 10.0 feet to the sewer, the sewer shall be constructed of ductile iron pipe, PVC pressure pipe or pre-stressed concrete cylinder pipe and shall be hydrostatically tested for water tightness. MDNR regulations do not allow for either the water main or the sewer to be encased in concrete when the minimum separation cannot be maintained.
18. Contractor shall provide a competent instrument person for staking of grades. Benchmarks for reference are shown on the Plan Sheets.
19. UTILITIES IN AREA:

<u>NAME</u>	<u>TELEPHONE NUMBER:</u>
City of Parkville (Roads, Storm Sewers, Sanitary)	741-7676
K.C.P.L. Co.	471-5275
AT&T	800-222-0400
Spire (was Missouri Gas Energy)	314-342-0810 OR 800-582-0000(EMERGENCY)
Time Warner Cable	358-5360
Missouri One Call System	800-Dig-Rite
Missouri American Water Co.	741-2992

No.	Revisions	
	Date	Description



NORTH HILLS ENGINEERING, INC., northhillseng@gmail.com,
1825 Sunrise Dr. Smithville, MO 64089, (816) 935-2777

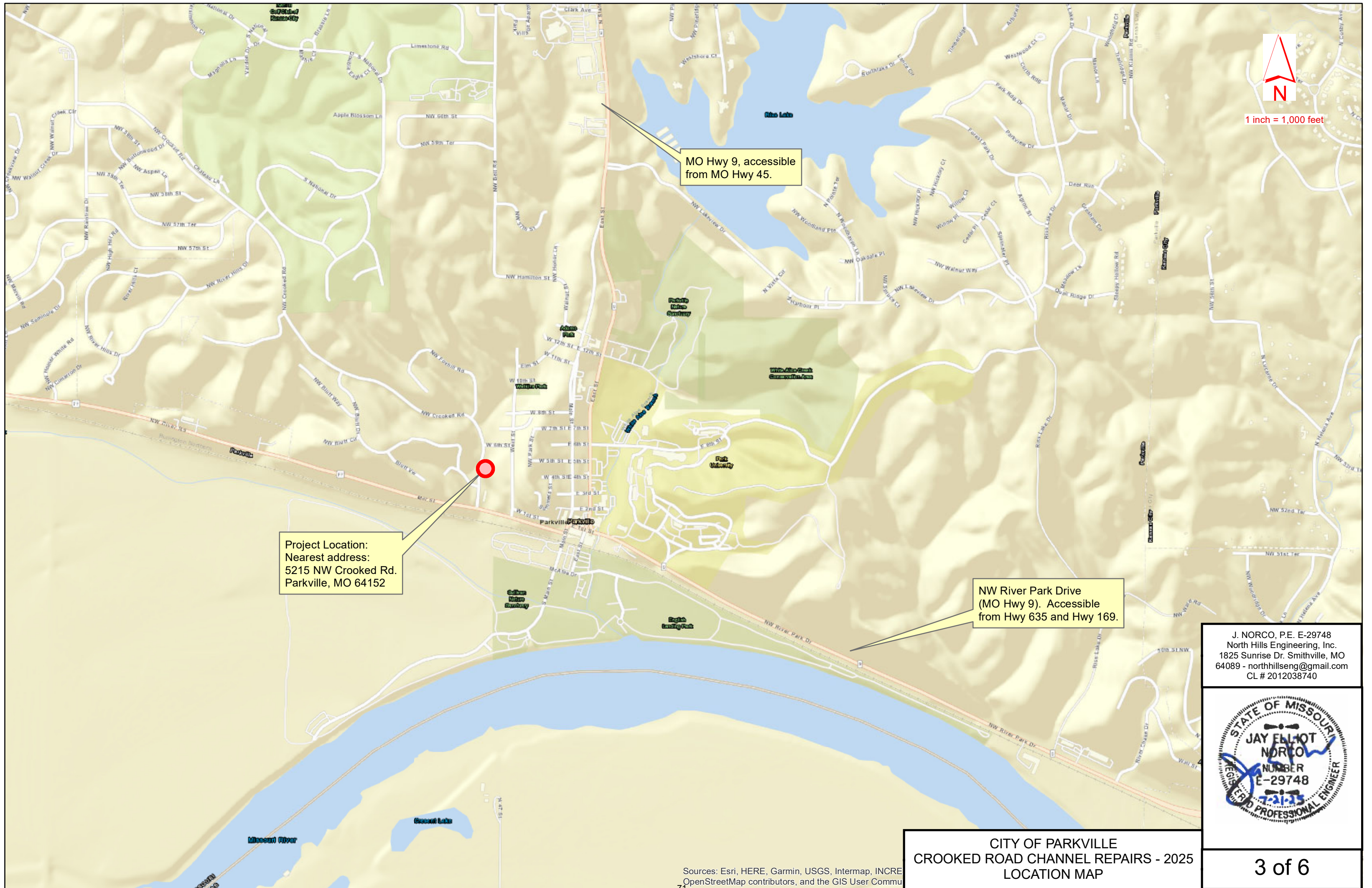
CL#2012038740



CITY OF PARKVILLE, MO
8880 CLARK AVE. - PARKVILLE, MO 64152

CROOKED ROAD CHANNEL REPAIRS - 2025
GENERAL NOTES

Design:	Drawn: JEN
Date:	7-21-25
Sheet:	2 of 6



1 inch = 1,000 feet

MO Hwy 9, accessible from MO Hwy 45.

Project Location:
Nearest address:
5215 NW Crooked Rd.
Parkville, MO 64152

NW River Park Drive
(MO Hwy 9). Accessible from Hwy 635 and Hwy 169.

J. NORCO, P.E. E-29748
North Hills Engineering, Inc.
1825 Sunrise Dr. Smithville, MO
64089 - northhillseng@gmail.com
CL # 2012038740



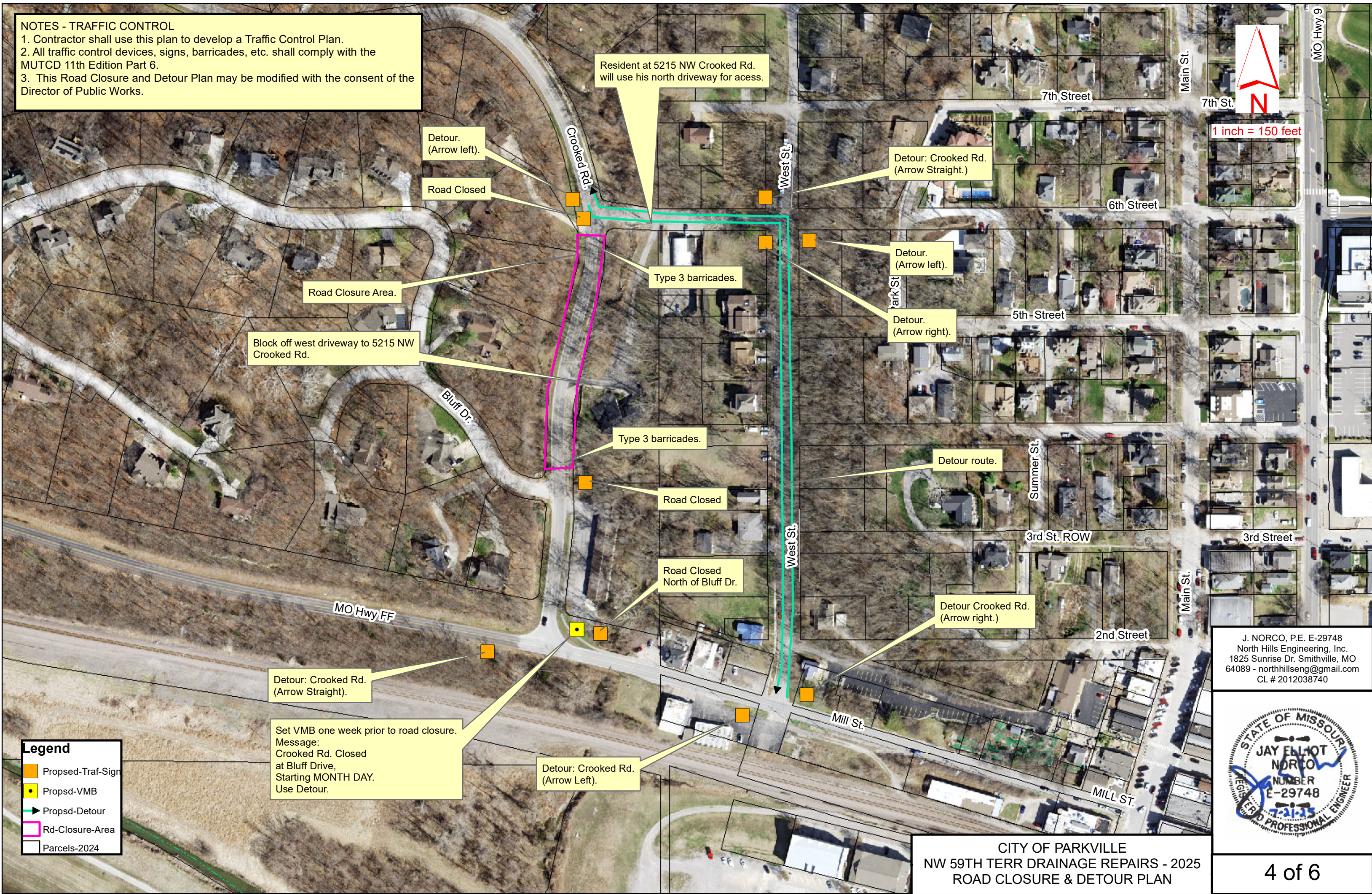
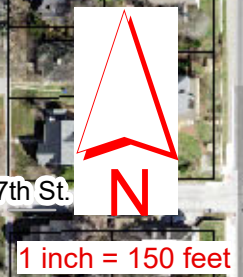
CITY OF PARKVILLE
CROOKED ROAD CHANNEL REPAIRS - 2025
LOCATION MAP

3 of 6

Sources: Esri, HERE, Garmin, USGS, Intermap, INCRE OpenStreetMap contributors, and the GIS User Community

NOTES - TRAFFIC CONTROL

1. Contractor shall use this plan to develop a Traffic Control Plan.
2. All traffic control devices, signs, barricades, etc. shall comply with the MUTCD 11th Edition Part 6.
3. This Road Closure and Detour Plan may be modified with the consent of the Director of Public Works.



Resident at 5215 NW Crooked Rd. will use his north driveway for access.

Block off west driveway to 5215 NW Crooked Rd.

Set VMB one week prior to road closure.
Message:
Crooked Rd. Closed
at Bluff Drive,
Starting MONTH DAY.
Use Detour.

- Legend**
- Propsd-Traf-Sign
 - Propsd-VMB
 - Propsd-Detour
 - Rd-Closure-Area
 - Parcels-2024

J. NORCO, P.E. E-29748
North Hills Engineering, Inc.
1825 Sunrise Dr. Smithville, MO
64089 - northhillseng@gmail.com
CL # 2012038740



CITY OF PARKVILLE
NW 59TH TERR DRAINAGE REPAIRS - 2025
ROAD CLOSURE & DETOUR PLAN

NOTES - STORM SEWER REPAIRS:

1. See Bid Form for units of Work and pay items. All miscellaneous work tasks shall be merged into bid items listed.
2. All demolished items and excess soil shall be hauled from the site and disposed of by Contractor.
3. Contractor shall be responsible for restoration of all public and private property to original or better condition, unless otherwise noted. All ruts made in grass areas shall be filled and graded.
4. Contractor is responsible for signage, barricades, and traffic safety at site of work.
5. Location of utilities shown is approximate. Use Missouri One-Call for locates, and pothole all crossing utilities.
6. Notify property owners 3 days prior to beginning work, leave written notice.
7. Take photos of existing repair areas and adjacent private property features prior to beginning work.



1 inch = 15 feet

NW Crooked Road, section to be closed to allow work. Refer to General Notes and Roadway Closure Map.

Demo and replace some of upper concrete apron. Some is likely undermined with voids. Review extents with City inspector prior to demo.

5209
Demo & replace sidewalk, 4' wide. About 110 LF. Use KCM MB 4K mix, 4" slump, pour 4" thick, on compacted AB3 subgrade. Pour with 1.5% cross slope. Broom finish, use curing compound.

Demo & replace lower concrete apron, 4' wide. About 600 SF. Use KCM MB 4K mix, 4" slump, pour 4" thick, on compacted AB3 subgrade. Slope as required to meet top of blocks. Broom finish, use curing compound.

Driveway to #5215. Do not disturb, block off. Resident does not need access, has driveway on 6th St.

Sawcut at north end of repair. Verify location with City inspector.

Place concrete in large gaps between limestone blocks, mainly on east side of channel. Bid 8 CY.

Do not track equipment on east side of creek channel.

Lift and re-stack existing limestone blocks, to form west side of creek channel.

5215
Place rip-rap behind blocks, pour flow-able fill or thin concrete to seal voids behind blocks. See channel cross section.

Import and compact granular fill to fill existing voids below apron and sidewalk, and to make subgrade for concrete flatwork.

Pour concrete along both sides of existing 16" iron sewer pipe, to fill voids and protect pipe. Pour concrete flush with top of pipe. Form sides, or pour stiff and slope sides. Bid 5 CY.

D12

Legend

	Rock-Wall
	Replc-Sidewalk
	Prop-Flatwork
	Prop-Conc-Work
	Xst-sidewalk
	Xst-pavmt
	Parcels-2024

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1825 Sunrise Dr. Smithville, MO
64089 - northhillseng@gmail.com
CL # 2012038740



CITY OF PARKVILLE
CROOKED ROAD CHANNEL REPAIRS - 2025
SITE PLAN

5 of 6

Exhibit D

No Specifications

EXHIBIT E

CONTRACTOR'S AFFIDAVIT ACKNOWLEDGING
FEDERAL LOBBYING ACTIVITIES AND
CONFLICT OF INTEREST PROHIBITION

1. 31 U.S.C.S. Section 1352 requires all subgrantees, contractors, subcontractors and consultants who receive federal funds via the City to certify that they will not use federal funds to pay any person for influencing or attempting to influence a federal agency or Congress in connection with the award of any federal contract, grant, loan or cooperative agreements.
2. In addition, contract applicants, recipients and sub recipients must file a form disclosing any expenditures they make for lobbying out of non-federal funds during the contract period.
3. Necessary forms are available from the City Public Works Director and must be returned to the City with other contract documents. It is the responsibility of the Contractor to obtain executed forms from any Subcontractors who fall within the provisions of the Code and to provide the City with the same.

The undersigned has read the foregoing and swears under penalty of perjury that the statements above are true and correct to the best of his information and belief.

(Signature)

State of _____)
County of _____)

On this _____ day of _____, 20____, before me, the undersigned, personally appeared _____, _____ of _____, known to me to be the person who executed this document and acknowledged to me that he/she executed the same for the purposes therein stated.

Notary Public in and for said County and State

Commission Expires

Exhibit F

Sales Tax Exemption Documentation

(WILL BE PROVIDED TO CONTRACTOR UPON AWARD OF CONTRACT)

EXHIBIT G

CONTRACTOR'S AFFIDAVIT OF COMPLIANCE WITH NON-DISCRIMINATION AND EQUAL EMPLOYMENT OPPORTUNITY LAWS

Contractor certifies to The City of Parkville, Missouri, ("The City") that throughout the period covered, Contractor will comply with all applicable provisions of Executive Order 11246 as revised from time to time and as implemented by Title 41 of the Code of Federal Regulations, particularly Chapters 1, 50 and 60, as the same may be amended from time to time.

Contractor further certifies and agrees that each of the following provisions is made a part of the Contract between Contractor and the City:

I. NON-DISCRIMINATION IN EMPLOYMENT

(a) Contractor will recruit and hire employees who are disabled veterans, Vietnam era veterans, and individuals with handicaps and will not discriminate against any employee or applicant for employment because of race, color, religion, sex or national origin. Contractor will take affirmative action to ensure that applicants are employed, and that employees are treated during employment without regard to status such as disabled veterans, Vietnam era veterans, and handicapped individuals or because of race, color, religion, sex or national origin. Such action shall include, but not be limited to, the following employment, upgrading demotion, or transfer, recruitment or recruitment advertising, layoff or termination, rates of pay or other forms of compensation, and selection for training, including apprenticeship. Contractor agrees to post in conspicuous places, available to employees and applicants for employment, notices to be provided by the City setting forth the provisions of this non-discrimination clause.

(b) Contractor will, in all solicitations or advertisements for employees placed by or on behalf of the Subcontractor, state that all qualified applicants will receive consideration for employment without regard to race, color, religion, sex or national origin.

(c) Contractor will send to each labor union or representative of workers with which he has a collective bargaining agreement or other contract of understanding, a notice to be provided by the agency contracting officer, advising the labor union or worker's representative if the Subcontractor's commitments under Equal Opportunity Clause, and shall post copies of the notice in conspicuous places available to employees and applicants for employment.

(d) Contractor will comply with all provisions of Executive Order 11246 of September 24, 1965, and the rules, regulations and relevant orders of the Secretary of Labor.

(e) Contractor will furnish all information and reports required by Executive Order 11246 of September 24, 1965, and by the rules, regulations and orders of the Secretary of Labor, or pursuant thereto, and will permit access to his books, records and accounts by the contracting agency and the Secretary of Labor for purposes of investigation to ascertain compliance with such rules, regulations and orders.

(f) In the event of the Contractor's noncompliance with the Equal Opportunity Clause of this Contract or with any part of such rules, regulations or orders, this subcontract may be canceled, terminated or suspended in whole or in part and the Contractor may be declared ineligible for further Government contracts in accordance with procedures authorized in Executive Order 11246 of September 24, 1965, and such other sanctions may be imposed and remedies invoked as provided in Executive Order 11246 of September 24, 1965, or by rules, regulations or orders of the Secretary of Labor, or as otherwise provided by law.

(g) Contractor will include the provisions of paragraphs (a) through (g) in every subcontract unless exempted by rules, regulations or orders of the Secretary of Labor issued pursuant to Section 204 of Executive Order 11246 of September 24, 1965, so that such provision will be binding upon each subcontractor or vendor. Contractor will take such action with respect to any subcontract as the contracting agency may direct as a means of enforcing such provisions including sanctions for noncompliance. Provided, however, that in the event Contractor becomes involved in, or is threatened with litigation with a subcontractor or vendor as a result of such direction by the contracting agency, Contractor may request the United States to enter into such litigation to protect the interests of the United States.

II. CERTIFICATION OF NONSEGREGATED FACILITIES

Contractor does not, and during the performance of each subcontract with the City, will not maintain or provide for his employees and segregated facilities at any of his establishments, and does not and will not permit his employees to perform their services at any location, under his control, where segregated facilities are maintained. He certifies further that he will not maintain or provide for his employees any segregated facilities at any of his establishments, and that he will not permit his employees to perform their services at any location, under his control, where segregated facilities are maintained. Contractor agrees that a breach of this certification is a violation of the Equal Opportunity Clause in this certificate. As used in this certification, the term "segregated facilities" means any waiting rooms, work areas, restrooms and wash rooms, restaurants and other eating areas, time clocks, locker rooms and other storage or dressing areas, parking lots, drinking fountains, recreation or entertainment areas, transportation and housing facilities provided for employees which are segregated by explicit directive or are in fact segregated on the basis of race, creed, color or national origin, because of habit, local custom or otherwise. Contractor further agrees that (except where he has obtained identical certifications from proposed subcontractors for specific time periods) he will obtain identical certifications from proposed subcontractors prior to the award of subcontracts exceeding \$10,000 which are not exempt from the provisions of the Equal Opportunity Clause; that he will retain such certifications in his files, and that he will forward the following to such proposed subcontractors (except where the proposed subcontractors have submitted identical certifications for specific time periods): NOTICE TO PROSPECTIVE SUBCONTRACTORS OF REQUIREMENT FOR CERTIFICATIONS OF NONSEGREGATED FACILITIES. A Certification of Nonsegregated Facilities, as required by Chapter 60-1.8 of Title 41 of the Code of Federal Regulations must be submitted prior to the award of a subcontract exceeding \$10,000 which is not exempt from the provisions of the Equal Opportunity Clause. The certification may be submitted either for each subcontract or for all subcontracts during a period (i.e., quarterly, semi-annually or annually).

NOTE: Whoever knowingly or willfully makes any false, fictitious or fraudulent representations may be liable for criminal prosecutions under 18 U.S.C. 1001.

III. FILING CERTIFICATE

Contractor has failed or will file the necessary compliance reports, including Standard Form 100 (EEO-1) where and when required by law and applicable regulations, including, without limitation, the Civil Rights Act of 1964 as amended by the Equal Employment Opportunity Act of 1972 and regulations in 41 CFR 60-1.7. Contractor has required and will require similar certification and filing from its non-exempt suppliers.

IV. AFFIRMATIVE ACTION CERTIFICATE

Contractor has developed, is maintaining and will continue to maintain the written affirmative action compliance program to guarantee equal employment opportunity to minority groups required by applicable law and regulations, including, without limitation, those appearing in 41 CFR 60-1.40. Contractor has required and will require similar certification from each of its non-exempt suppliers.

V. UTILIZATION OF SMALL BUSINESS CONCERNS AND DISADVANTAGED SMALL BUSINESS CONCERNS

If the City is required to utilize small business concerns or disadvantaged small business concerns by law or by contract, Contractor agrees to provide any information requested by the City that would be relevant to the issue of whether or not Contractor meets the criteria for these small business concerns. If required by the City, Contractor further agrees to comply with the obligations imposed by 13 CFR §125.9 and FAR §52.219-8, which clauses are incorporated herein by reference.

Executed this _____ day of _____, 20__ by:

Firm/Company Name: _____

Name of Authorized Representative: _____

Signature of Authorized Representative: _____

Title of Authorized Representative: _____

(Signature)

State of _____)
County of _____)

On this _____ day of _____, 20____, before me, the undersigned, personally appeared _____, _____ of _____, known to me to be the person who executed this document and acknowledged to me that he/she executed the same for the purposes therein stated.

Notary Public in and for said County and State

Commission Expires

EXHIBIT H

AFFIDAVIT OF COMPLIANCE WITH SAFETY TRAINING REQUIREMENTS

Required by R.S Mo. § 292.675

COUNTY OF)
)
STATE OF) SS.

Before me, the undersigned Notary Public, personally appeared

Who is _____ (title) of
_____ (a corporation/partnership/sole
proprietorship/limited liability company, and states that he/she is authorized to make this
affidavit, and being duly sworn upon his/her oath, deposes and states as follows:

That said company has verified the completion of a 10-hour construction
safety program with respect to the employees working in connection with
the contracted services.

The terms of this affidavit shall have the same meaning as is set forth in
292.675 of the Revised Statutes of Missouri.

Further affiant sayeth naught.

(Signature)

Subscribed and sworn to before me this ____ day of _____, 200_

My Commission Expires:

Notary Public

EXHIBIT I

AFFIDAVIT OF COMPLIANCE WITH R.S Mo. §285.530.5

Effective January 1, 2009, all contractors and subcontractors with contract amounts in excess of \$5,000 on public projects in Missouri are required to verify the employment eligibility status of employees through the E-verify federal program administered by the Department of Homeland Security, U.S. Citizenship and Immigration Services. Contractor shall indemnify, defend and hold harmless the City of Parkville Missouri against any expense incurred including imposition of fines which results from violation of such laws. **Contractor affirmatively states that it is not knowingly in violation of R.S. Mo. 285.530.1 and shall not henceforth be in such violation. Contractor further agrees to execute this sworn affidavit under the penalty of perjury attesting to the fact that the direct Contractor's employees are lawfully present in the United States.** Failure of Contractor to comply with this requirement shall be grounds for termination for default.

COMES NOW Affiant _____, being of lawful age, and states the following based on personal knowledge, under oath and fully aware of the penalties for perjury:

1. I presently am employed by _____ ("Contractor") and am authorized by Contractor to make representation on its behalf.

2. All of Contractor's employees are lawfully present in the United States.

Further affiant sayeth naught.

Contractor: _____

By: _____

Title: _____

Date: _____

Signature, Print Name

COUNTY OF)
)
STATE OF) SS.

Subscribed and sworn to before me this ____ day of _____, 200__

My Commission Expires:

Notary Public

EXHIBIT J-1
(MISSOURI WAGE ORDER)

Missouri

Division of Labor Standards

WAGE AND HOUR SECTION



MIKE KEHOE, Governor

Annual Wage Order No. 32

Section 083
PLATTE COUNTY

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

Original Signed by _____

Logan Hobbs, Director
Division of Labor Standards

Filed With Secretary of State: _____ **March 10, 2025**

Last Date Objections May Be Filed: **April 9, 2025**

Prepared by Missouri Department of Labor and Industrial Relations

Building Construction Rates for
PLATTE County

OCCUPATIONAL TITLE	**Prevailing Hourly Rate
Asbestos Worker	\$71.19
Boilermaker	\$34.28*
Bricklayer-Stone Mason	\$64.62
Carpenter	\$66.80
Lather	
Linoleum Layer	
Millwright	
Pile Driver	
Cement Mason	\$57.71
Plasterer	
Communication Technician	\$65.55
Electrician (Inside Wireman)	\$75.86
Electrician Outside Lineman	\$34.28*
Lineman Operator	
Lineman - Tree Trimmer	
Groundman	
Groundman - Tree Trimmer	
Elevator Constructor	\$34.28*
Glazier	\$34.28*
Ironworker	\$71.57
Laborer	\$50.93
General Laborer	
First Semi-Skilled	
Second Semi-Skilled	
Mason	\$54.93
Marble Mason	
Marble Finisher	
Terrazzo Worker	
Terrazzo Finisher	
Tile Setter	
Tile Finisher	
Operating Engineer	\$65.88
Group I	
Group II	
Group III	
Group III-A	
Group IV	
Group V	
Painter	\$55.19
Plumber	\$82.42
Pipe Fitter	
Roofer	\$61.62
Sheet Metal Worker	\$79.11
Sprinkler Fitter	\$70.76
Truck Driver	\$34.28*
Truck Control Service Driver	
Group I	
Group II	
Group III	
Group IV	

*The Division of Labor Standards received fewer than 1,000 reportable hours for this occupational title. The public works contracting minimum wage is established for this occupational title using data provided by Missouri Economic Research and Information Center.
**The Prevailing Hourly Rate includes any applicable fringe benefit amounts for each occupational title as defined in RSMo Section 290.210.

Heavy Construction Rates for
PLATTE County

OCCUPATIONAL TITLE	**Prevailing Hourly Rate
Carpenter	\$67.97
Millwright	
Pile Driver	
Electrician (Outside Lineman)	\$34.28*
Lineman Operator	
Lineman - Tree Trimmer	
Groundman	
Groundman - Tree Trimmer	
Laborer	\$52.48
General Laborer	
Skilled Laborer	
Operating Engineer	\$61.20
Group I	
Group II	
Group III	
Group IV	
Truck Driver	\$53.30
Truck Control Service Driver	
Group I	
Group II	
Group III	
Group IV	

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

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

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

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

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

OVERTIME and HOLIDAYS

OVERTIME

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

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

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

HOLIDAYS

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

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



MISSOURI DEPARTMENT OF LABOR AND INDUSTRIAL RELATIONS
CONTRACTOR PAYROLL RECORDS
 (See Sections 290.210 to 290.340, RSMo and 8 CSR 30-3.010 to 8 CSR 30-3.060)

Name of <input type="checkbox"/> Contractor <input type="checkbox"/> Subcontractor				Address of Contractor or Subcontractor:													
				City:			State:			ZIP:			Phone Number: () -				
Name of Public Body				Address of Public Body:													
				City:			State:			ZIP:			Phone Number: () -				
Payroll No.	For Week Ending / /	AWO	Project and Location										Project or Contract No.				
1. Name and Address of Employee	2. Occupational Title ***	3. Day and Date							4. Total Hours	5. Hourly Rate	6. Gross Amt Project Week	7. Deductions				8. Net Wages Paid for Week	
		Day	Date									FICA and Medicare	Federal and State Withholding Tax	Other A	Other B		Total Deductions
		Hours Worked Each Day															
		DT									/						
		OT															
		ST															
		DT									/						
		OT															
		ST															
		DT									/						
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		OT															
		ST															

*** If a worker performs work in more than one occupational title, you must separately list the hours worked per occupational title and wage rates. ***

FRINGE BENEFITS

In addition to the basic rates paid to each laborer or mechanic on the payroll, payments have been or will be made to appropriate programs for the benefit of these employees as shown in the following chart below. If fringe benefit amounts paid are the same for all employees, you may list the amount of each such identical fringe payment only once in the appropriate column; if the fringe benefit amounts vary by employee, list each employee's name and set out the amounts paid on behalf of each employee for each fringe benefit.

Employee Name	Health and Welfare (\$/hr)	Pension (\$/hr)	Vacation (\$/hr)	Holiday (\$/hr)	Apprentice Training (\$/hr)	Other C (\$/hr)	Other D (\$/hr)	Total (\$/hr)	If "Other/Deduction" or Fringes, please explain (Indicate Other A, B, C or D)	Identify by name, the plan, fund, or programs to which fringe benefits are paid. (Indicate H&W, Pension, etc.)

Date: _____

I, _____ (Name of Signatory Party), _____ (Title) do hereby state:

(1) That I pay or supervise the payment of the persons employed by _____ (Contractor or Subcontractor) on the _____ (Building or Work); that during the payroll period commencing seven (7) days prior to the week ending date of _____ all persons employed on said project have been paid the full weekly wages stated above, that no rebates have been or will be made either directly or indirectly to or on behalf of _____ (Contractor or Subcontractor), from the full weekly wages earned by any person and that no deductions have been made

either directly or indirectly from the full wages earned by any person, other than legally permissible deductions, that full and accurate records clearly indicating the names, occupations, and crafts of every worker employed by them in connection with the public work together with an accurate record of the number of hours worked by each worker and the actual wages paid for each class or type of work performed and deduction made for each worker have been prepared, that these payroll records are kept and have been provided for inspection to the authorized representative of the contracting public body and will be available as often as may be necessary and such records shall not be destroyed or removed from the state for the period of one year following the completion of the public work in connection with which the records are made

(2) That any payrolls otherwise under this contract required to be submitted for the above period are correct and complete; that the wage rates for laborers or mechanics contained therein are not less than the applicable wage rates contained in any wage order incorporated into the contract, that the occupational title set forth herein for each laborer or mechanic conform with the work performed.

Name and Title	Signature
The falsification of any of the above statements may subject the contractor or subcontractor to criminal prosecution. See Sections 290.340, 570.090, 575.050, and 575.060, RSMo.	

*Missouri Department of Labor and Industrial Relations is an equal opportunity employer/program.
TDD/TTY: 800-735-2966 Relay Missouri: 711*

EXHIBIT J-2
(Prevailing Wage Reporting Form)

Exhibit J-3

CERTIFICATION OF COMPLIANCE WITH PREVAILING WAGE REQUIREMENTS

Date: _____

I, _____, _____
(Name of Signatory Party) (Title)

Do hereby state:

(1) That I pay or supervise the payment of the persons employed by _____ that during the payroll period commencing seven (7) days prior to the week ending date of _____ all persons employed on said project have been paid the full weekly wages stated above, that no rebates have been or will be made either directly or indirectly to or on behalf of _____, from the full weekly wages earned by any person and that no deductions have been made by _____ either directly or indirectly from the full wages earned by any person, other than legally permissible deductions, that full and accurate records clearly indicating the names, occupations, and crafts of every worker employed by them in connection with the public work together with an accurate record of the number of hours worked by each worker and the actual wages paid for each class or type of work performed and deduction made for each worker have been prepared, that these payroll records are kept and have been provided for inspection to the authorized representative of the contracting public body and will be available as often as may be necessary and such records shall not be destroyed or removed from the state for the period of one year following the completion of the public work in connection with which the records are made.

(2) That any payrolls otherwise under this contract required to be submitted for the above period are correct and complete; that the wage rates for laborers or mechanics contained herein are not less than the applicable wage rates contained in any wage order incorporated into the contract; that the occupational title set forth herein for each laborer or mechanic conform with the work he/she performed.

(3) That any apprentices employed in the above period are duly registered in a bona fide apprenticeship program registered with a state apprenticeship agency recognized by the Office of Apprenticeship (OA), U.S. Department of Labor (USDOL), or if no such recognized agency exists in a state, are registered with the OA, USDOL.

Signature

The falsification of any of the above statements may subject the contractor or subcontractor to criminal prosecution. See Sections 290.340, 570.090, 575.050, and 575.060, RSMo.

EXHIBIT K

INSURANCE REQUIREMENTS

1. Contractor agrees to procure and carry, at its sole cost, until completion of this Contract and all applicable warranty periods, all insurance as set forth below; provided, however:

1.1 All insurance is to be issued by companies authorized to do business in the state where the project is located, and with liability limits acceptable to City. Insurers shall have A.M. Best ratings of no less than B+ or higher, and at least a Class X financial rating.

1.2 The City reserves the right to review certified copies of any and all insurance policies to which this Contract is applicable.

1.3 Insurance certificates, written on a standard ACORD form, **and a copy of the additional insured endorsement, and endorsement assuring notice of cancellation or modification**, must be received by the City prior to commencement of work on site.

1.4 If Contractor should subcontract any of this work to a third party, Contractor shall see to it that such third party maintains such insurance and shall furnish evidence thereof to the City.

2. Such insurance shall include the following terms and conditions:

2.1 All coverages obtained by Contractor, except professional liability if applicable, shall be on an occurrence policy form and not on a claims made policy form.

2.2 The cost of defense of claims shall not erode the limits of coverage furnished.

2.3 Advance notice of cancellation. All insurance certificates will state that all coverages are in effect and will not be canceled without thirty (30) days' prior written notice ("endeavor to notify" language is not acceptable) to the City and other required additional insureds, and Contractor/Designer shall submit to the City, prior to commencing any Work on the Project, an endorsement to the policy confirming that such notice shall be given. All policies of liability insurance shall contain an endorsement stating the insurers agreement to provide such notice, using CNA form G-140327-B (Ed. 07/11), Travelers Form IL T4 00 (12/09) or other equivalent carrier forms, such as ACORD forms.

2.4 Severability of Interest. All insurance carried shall be endorsed to provide that, inasmuch as this policy is written to cover more than one insured, all terms, conditions, insuring agreements and endorsements, with the exception of limits of liability, shall operate in the same manner as if there were a separate policy covering each insured.

2.5 Comprehensive Automobile Liability Insurance. Contractor shall maintain comprehensive automobile insurance, including contractual liabilities insuring the indemnities set forth in this Contract covering all owned, non-owned and hired automobiles used in connection with the services or other work hereunder, whether on or off the site, and shall have minimum bodily injury and property damage limits of \$1,000,000.00 combined single limit per occurrence. An MCS-90 endorsement shall be procured when applicable.

2.6 Workers' Compensation and Employer's Liability Insurance. Contractor shall maintain Worker's Compensation Insurance to cover the statutory limits of the Workers' Compensation laws of the state in which any work is to be performed and when applicable to Federal Laws, Voluntary Compensation and Employer's Liability (including occupational disease) coverage with limits not less than \$500,000.00 per occurrence and \$1,000,000.00 in aggregate for all workers on site, regardless of whether a worker is also an owner of Contractor.

2.7 Commercial General Liability Insurance. Contractor shall obtain and maintain comprehensive Commercial General Liability Insurance, on an occurrence form for the hazards of (i) construction operations; (ii) subcontractors and sub-subcontractors; (iii) interruption of the City's business; (iv) independent contractors; (v) products and completed operations (with completed operations to remain in force for two years following project completion); (vi) explosion, collapse and underground, and (vii) contractor's protective and contractual liability insuring the indemnities set forth in the Contract, including personal injury, death and property damage. Each Project shall maintain minimum limits of \$2,000,000.00 per occurrence and \$2,000,000.00 aggregate.

2.8 Excess Liability. Contractor shall maintain Excess Liability coverage on an umbrella form with minimum limits of \$2,000,000.00 per occurrence and \$2,000,000.00 aggregate.

2.9 Waiver of Subrogation. All insurance policies supplied shall include a waiver of any right of subrogation of the insurers thereunder against the City and all its assigns, subsidiaries, affiliates, employees, insurers and underwriters. A waiver of subrogation shall be effective as to a person or entity even though that person or entity would otherwise have a duty of indemnification, contractual or otherwise, did not pay the insurance premium directly or indirectly, and whether or not the person or entity has an insurable interest in the property damaged.

2.10 Additional Insureds. The City and any other person or entity required by the Contract, and all their assigns, subsidiaries and affiliates shall be included as additional insureds under Contractor's furnished insurance (except Workers' Compensation Insurance), for ongoing and completed operations, using ISO Additional Insured Endorsement (CG 20 10), edition date 11/85, or an equivalent (e.g., CG 20 10, edition date 10/93, plus CG 20 37, edition date 04/13 or other carrier form) under the commercial general liability policy. Said insurance shall be written on an OCCURRENCE basis, and shall be PRIMARY and NON-CONTRIBUTING.

2.11 Insurance Primary. All policies of insurance provided pursuant to this article shall be written as primary policies, and not in excess of the coverage of the indemnitee's insurance.

3. No Limitation of Liability. The required coverages referred to and set forth herein shall in no way affect, nor are they intended as a limitation on, Contractor's liability with respect to its performance of the Contract.

4. Subcontractors' Insurance. Contractor shall require all those subcontractors providing equipment, materials or services directly to Contractor/ in connection with this Contract to obtain, maintain and keep in force coverages in accordance with the insurance requirements set forth herein during the time they are involved in performance of services or other work

hereunder. Contractor shall obtain certificates of insurance and additional insured endorsements evidencing such coverage and provide the City with such certificates and endorsements. Contractor shall not be excused from its obligations to cause such subcontractor to meet the insurance coverage requirements set forth under this section unless Contractor shall have obtained in writing from the City a waiver, which shall be effective only as to such requirements and for such subcontractor specifically identified therein.

5. Patent Liability. Contractor shall protect, defend and save the City harmless from any liability, including costs and expenses, for, or on account of, any patented or unpatented invention, article or appliance manufactured or used in the performance of this Contract selected by Contractor, and further agrees to pay all loss and expense incurred by the City by reason of any such claims or suits, including attorneys' fees.

6. Professional Liability. If the Contract is entered with a Contractor, and any design or other professional services are included in the Contract, Contractor shall purchase, and maintain for a period of three years after the date of Final Completion, insurance covering claims arising out of the performance or furnishing of Design or Professional Services and for claims arising out of allegations of errors, omissions or negligent acts in connection with the Contract. The policy shall be at least as broad as the coverage provided in Owner' Design Liability Policy, Member Companies of CNA Insurance, Form G-115692-A (Ed 02/96), with a minimum limit of \$1,000,000 per occurrence and \$2,000,000 aggregate.

6.1 With respect to any Professional Liability insurance, Contractor agrees as follows:

- .1 upon receipt of notice of any claim in connection with the Contract, to promptly notify the City, providing full details thereof, including an estimate of the amount of loss or liability.
- .2 promptly notify the City of any reduction of limits or protection afforded under any policy provided, whether or not such impairment came about as a result of events connected to this Contract.
- .3 In the event that the City shall determine that the Contractor's aggregate limits of protection shall have been impaired or reduced to such extent that they are deemed inadequate for the balance of the project, Contractor shall upon notice promptly reinstate the original limits of liability required hereunder and shall furnish evidence thereof to the City.

EXHIBIT L

BILL OF SALE

SELLER: _____

In consideration of payments made by _____ (“Buyer”) referenced in the agreement dated _____, 20____, receipt of which is hereby acknowledged, Seller declares and certifies that it now possesses, and does hereby grant, sell, transfer and deliver to Buyer all right, title and interest in the following goods:

Buyer to have all right and title to the goods in himself and his executors, administrators and assigns forever and Seller, on behalf of itself, its successors and assigns, will warrant and defend the title to said goods and chattels hereby sold unto Buyer, its successors and assigns, forever, against the lawful claims and demands of all persons. It is expressly understood and agreed that the acceptance of the goods described herein is not a waiver of any right of action that the Buyer may have for breach of warranty or any other cause under the agreement referenced above or at law.

IN WITNESS WHEREOF, Seller has executed this Agreement the ____ day of _____, 20____.

Seller: _____

By: _____

Title: _____

Subscribed and sworn to before me this ____ day of _____, 20____.

Notary Public in and for said County and State

My commission expires:

EXHIBIT M

BAILMENT AGREEMENT

BAILOR:

BAILEE: Contractor/Subcontractor/
Supplier

LOCATION OF STORAGE:

The goods and materials described below are held and stored at the above referenced location pursuant to the Contract by and between Bailee, as Contractor/Subcontractor/Supplier, and City, for Work to be performed at

_____. In consideration of payment made to the undersigned Bailee, the receipt and sufficiency of which are admitted, the Bailee agrees:

1. To keep said goods and materials at the above mentioned address, separate and apart from all other goods and identified as subject to this bailment,
2. To keep said goods and materials fully insured against all risk of physical loss or damage,
3. To keep said goods protected from the weather, commingling, vandalism and/or diversion from said Project, and
4. To deliver said goods and materials to the Project site in conjunction with the performance of Bailee's Contract referenced above or upon the direction of Bailor and no other. The Bailee acknowledges that it has no ownership rights or title in, nor shall claim any lien upon, said goods and materials.

QUANTITY

DESCRIPTION OF ITEM

Received and Acknowledged:

Contractor/Supplier (Bailee)

Dated: _____

By: _____
Authorized Signature

EXHIBIT N

CONDITIONAL PARTIAL RELEASE AND WAIVER OF CLAIMS

To: The City of Parkville, Missouri, the Owner of the real estate (the "Property") identified below, any Lender(s) having any loans secured by the Property, the Applicant's Contractor (if not the General Contractor) and other parties, if any, having any interest in (hereinafter collectively the "Beneficiaries").

The "Property": _____

Description of the "Project": _____

The undersigned hereby applies for payment, certifies and waives lien rights, bond rights and all other claims.

Payment Request Amount: \$ _____

Date of last work covered by payment request: _____

Certificate

The undersigned, contingent upon the issuance, final clearance and payment of a valuable consideration of the sum stated above, and being familiar with the penalties for false certification, does hereby certify to the Beneficiaries that:

1. The amount requested for labor performed and equipment and material supplied on this Project or in connection with the Property reference above, represent the actual value of work accomplished under the terms of the undersigned's agreement and all authorized changes thereto concerning work to be performed on the Property (hereinafter the "Contract").

2. No labor, equipment or materials have been supplied by the undersigned to the Project which have not been included in the applications for payment submitted to date, under any agreement, verbal or written, or any arrangements of any type whatsoever, except as specifically noted here:

3. Payment in full, less retainage and other claims documented as required by the Contract (if any), has been made by the undersigned through the period covered by all prior payments (a) to all of the undersigned's subcontractors, equipment providers, materialmen and laborers, and (b) for all materials and labor used or furnished by the undersigned in connection with the performance of the Contract. The undersigned represents and warrants that it owes no monies or other things of value to any subcontractor, materialman, person or entity for work performed or material supplied through the date of the most recent payment by Owner, except as identified below:

4. The undersigned has complied with Federal, State and Local tax laws, including, without limitation, Income Tax Withholding, Sales Tax, Fringe Benefits owed pursuant to collective bargaining agreements, Social Security, Unemployment Compensation and

Worker's Compensation laws, insofar as applicable to the performance of the contract. Specifically, the undersigned has paid, or out of the proceeds of this payment will promptly pay, all sales or use tax due and owing.

5. The undersigned acknowledges and agrees that it is receiving the funds paid in consideration of this Application as a trustee, and said funds will be held in trust for the benefit of all subcontractors, materialmen, suppliers and laborers who supplied work for which the Beneficiaries or their property might be liable, and that the undersigned shall have no interest in such funds until all these obligations have been satisfied in full.

Partial Waiver and Release of Claims

NOW, THEREFORE, contingent upon the issuance, final clearance and payment of \$_____, the undersigned irrevocably and unconditionally releases and waives any and all claims against the City or any other claims of any kind whatsoever in connection with this Contract and with the Property, also referred to as _____. The undersigned shall indemnify and hold the Beneficiaries and their respective successors and assigns harmless against any claims or suits in connection with the materials, labor, and everything else in connection with this Contract for which payment has been made.

Dated _____, 20__.

CONTRACTOR: _____

By: _____

Name: _____

Title: _____

State of _____)

County of _____)

On this _____ day of _____, 20____, before me, the undersigned, personally appeared _____, _____ of _____, known to me to be the person who executed this document and acknowledged to me that he/she executed the same for the purposes therein stated.

Notary Public in and for said County and State

Commission Expires

EXHIBIT O

CONDITIONAL FINAL WAIVER AND RELEASE OF CLAIMS

To: the City of Parkville, Missouri, the Owner of the real estate (the "Property") identified below, any Lender(s) having any loans secured by the Property, the Applicant's Contractor (if not the General Contractor) and other parties, if any, having any interest in (hereinafter collectively the "Beneficiaries").

The "Property": _____

Description of the "Project": _____

The undersigned hereby applies for payment, certifies and waives lien rights, bond rights and all other claims.

Payment Request Amount: \$ _____

Certificate

The undersigned, contingent upon the issuance, final clearance and payment of a valuable consideration of the amount stated above, and being familiar with the penalties for false certification, does hereby certify to the Beneficiaries that:

1. The amount requested for labor performed and equipment and material supplied on this Project or in connection with the Property reference above, represent the actual value of work accomplished under the terms of the undersigned's agreement and all authorized changes thereto concerning work to be performed on the Property (hereinafter the "Contract").

2. No labor, equipment or materials have been supplied by the undersigned to the Project which have not been included in the applications for payment submitted to date, under any agreement, verbal or written, or any arrangements of any type whatsoever, except as specifically noted here:

3. Payment in full has been made, or with the funds requested hereby will be made, by the undersigned (a) to all of the undersigned's subcontractors, equipment providers, materialmen and laborers, and (b) for all materials and labor used or furnished by the undersigned in connection with the performance of the Contract. The undersigned represents and warrants that it owes no monies or other things of value to any subcontractor, materialman, person or entity for work performed or material supplied through the date of the most recent payment by Owner, and that the payments that have been or will be made out of this final payment to such persons or firms will fully and completely compensate them for all work in connection with the Project.

4. The undersigned has complied with Federal, State and Local tax laws, including, without limitation, Income Tax Withholding, Sales Tax, Fringe Benefits owed pursuant to collective bargaining agreements, Social Security, Unemployment Compensation and Worker's Compensation laws, insofar as applicable to the performance of the contract.

5. The undersigned acknowledges and agrees that it is receiving the funds paid in consideration of this Application as a trustee, and said funds will be held in trust for the benefit of all subcontractors, materialmen, suppliers and laborers who supplied work for which the Beneficiaries or their property might be liable, and that the undersigned shall have no interest in such funds until all these obligations have been satisfied in full.

Final Waiver and Release of Claims

NOW, THEREFORE, the undersigned, contingent upon the issuance, final clearance and payment of \$_____, which the undersigned irrevocably and unconditionally releases and waives any and all mechanic's liens or other liens or right to claim any and all claims against the Owner, its sureties or on any bonds, or any other claims of any kind whatsoever in connection with this Contract and with the Property. The undersigned shall indemnify and hold the Beneficiaries and their respective successors and assigns harmless against any claims or suits in connection with the materials, labor, and everything else in connection with this Contract.

Dated _____, 20__.

CONTRACTOR: _____

By: _____
Name: _____
Title: _____

State of _____)
County of _____)

On this _____ day of _____, 20____, before me, the undersigned, personally appeared _____, _____ of _____, known to me to be the person who executed this document and acknowledged to me that he/she executed the same for the purposes therein stated.

Notary Public in and for said County and State

Commission Expires

Certificate of Substantial Completion

PROJECT:

*Clarifier Floor Replacement
At the Parkville WWTF 2016*

CONTRACT FOR: _____

CONTRACT DATE: _____

TO OWNER:

CITY OF PARKVILLE, MISSOURI
Attention: Director of Public Works
City Hall
8880 Clark Avenue
Parkville, MO 64152

TO CONTRACTOR:

(Name and address)

**PROJECT OR PORTION OF THE PROJECT DESIGNATED FOR PARTIAL
OCCUPANCY OR USE SHALL INCLUDE:**

The Work performed under this Contract has been reviewed and found, to the Professional's best knowledge, information and belief, to be substantially complete. Substantial Completion is the stage in the progress of the Work when the Work or designated portion is sufficiently complete in accordance with the Contract Documents so that the Owner can occupy or utilize the Work for its intended use. The date of Substantial Completion of the Project or portion designated above is the date of issuance established by this Certificate, which is also the date of commencement of applicable manufacturer's warranties required by the Contract Documents, except as stated below:

Date of Commencement: _____

DESIGN PROFESSIONAL _____ **BY** _____ **DATE** **OF**
ISSUANCE

Punch List of items to be completed or corrected is attached hereto. The failure to include any items on such list does not alter the responsibility of the Contractor to complete all Work in accordance with the Contract Documents. Unless otherwise agreed to in writing, the date of commencement of manufacturer's warranties for items on the attached list will be the date of issuance of the final Certificate of Payment or the date of final payment.

Cost estimate of Work that is incomplete or defective: \$ _____

The Contractor will complete or correct the Work on the list of items attached hereto within ___ days from the above date of Substantial Completion.

CONTRACTOR

BY

DATE

The Owner accepts the Work or designated portion as substantially complete and will assume full possession at ____ (time) on _____ (date).

OWNER

BY

DATE

The responsibilities of the Owner and Contractor for security, maintenance, heat, utilities, damage to the Work and insurance shall be as stated on the attached list.

Certificate of Final Completion

PROJECT:

(Name and address)

CONTRACT FOR: _____

CONTRACT DATE: _____

TO OWNER:

CITY OF PARKVILLE, MISSOURI
Attention: Director of Public Works
City Hall
8880 Clark Avenue
Parkville, MO 64152

TO CONTRACTOR:

(Name and address)

The Work performed under this Contract has been reviewed and found, to the Professional's best knowledge, information and belief, to be finally complete. The date of Final Completion of the Project is the date of issuance established by this Certificate.

DESIGN PROFESSIONAL

BY

DATE OF ISSUANCE

Construction Change Directive

PROJECT (*Name and address*):

DIRECTIVE NUMBER:

DATE:

CONTRACT FOR:

TO CONTRACTOR (*Name and Address*):

CONTRACT DATED:

You are hereby directed to make the following change(s) in this Contract:

PROPOSED ADJUSTMENTS

1. The proposed basis of adjustment to the Contract Sum or Guaranteed Maximum Price is:
 - Lump Sum decrease of \$0.00
 - Unit Price of \$_____ per
 - As follows:

2. The Contract Time is proposed to (remain unchanged). The proposed adjustment, if any, is ____ days.

When signed by the Owner and received by the Contractor, this document becomes effective IMMEDIATELY as a Construction Change Directive (CCD), and the Contractor shall proceed with the change(s) described above.

Contractor signature indicates agreement with the proposed adjustments in Contract Sum and Contract Time set forth in this CCD.

OWNER (*Firm name*)

CONTRACTOR (*Firm Name*)

ADDRESS

ADDRESS

BY (*Signature*)

BY (*Signature*)

(*Typed name*)

(*Typed name*)

DATE

DATE

Change Order

PROJECT (*Name and address*):

CHANGE ORDER NUMBER:
DATE:

TO CONTRACTOR (*Name and Address*):

PROJECT NO.: _____
CONTRACT DATE:

THE CONTRACTOR IS CHANGED AS FOLLOWS:

The original Contract Sum was	\$	_____
The net change by previously authorized Change Orders	\$	_____
The Contract Sum prior to this Change Order was	\$	_____
The Contract Sum will be increased/decreased by this Change Order in the amount of	\$	_____
The new Contract Sum including this Change Order will be	\$	_____

The Contract Time will be increased by _____ () days.
The date of Substantial Completion as of the date of this Change Order therefore is

This Change Order represents a complete and final resolution of all matters concerning or arising out of the work described in the Change Order, including any impact, delay, disruption and/or acceleration of work unless specifically identified herein.

NOT VALID UNTIL SIGNED BY THE CONTRACTOR AND OWNER.

CONTRACTOR (*Firm name*)

OWNER (*Firm Name*)

ADDRESS

ADDRESS

BY (*Signature*)

BY (*Signature*)

(*Typed name*)

(*Typed name*)

DATE

DATE

BID TABULATION

CROOKED ROAD CHANNEL REPAIRS - 2025

Bid Opening Tuesday, August 5, 2025, at 10:00 a.m.

Bidder Name	BASE TOTAL
*Wiedenmann, Inc. Belton, MO	\$88,025.00
Havens Construction Co., Inc. Liberty, MO	\$93,465.00
Price Excavating, LLC Baldwin City, KS	\$96,350.00
She Digs It, LLC Blue Springs, MO	\$127,940.00
Terry Snelling Construction, Inc. Independence, MO	\$104,998.00
Tunks Construction, LLC Cameron, MO	\$124,660.08


(*) Recommended Award of Purchase

GENERAL NOTES:

1. This contract includes repairing a section of existing creek channel, including lifting and re-stocking limestone blocks, placing rip-rap and grouting rip-rap, placing and compacting granular fill, sealing gaps between existing blocks with concrete, pouring concrete to stabilize a sanitary sewer pipe crossing the creek channel, hauling off excess soil and spoils, replacing existing concrete sidewalk and roadway aprons, surface restoration, and associated work. Refer also to the Bid Form for a list of units of Work.
2. The Repairs shown herein will be constructed by a contractor for the City of Parkville, Missouri. Drawings have been prepared by North Hills Engineering, Inc. (Engineer).
3. These Drawings make reference to the APWA Specifications, which are understood to be the current edition of the Standard Specifications of Kansas City Metropolitan Chapter of the American Public Works Association.
4. Contractor shall use the Missouri "One-Call" System for utility notification and location, prior to excavation.
5. Contractor is responsible for means and methods of construction, and for jobsite safety.
6. Permits: This project requires neither a City nor a County Building Permit. However, Contractor and all subcontractors shall obtain a City occupational license at City Hall. Estimated cost is \$75.00.
7. The utility locations shown on these plans are taken from utility company records and recent locates and are approximations only. The locations shown do not constitute actual field locations unless so noted on the plans. Neither the Engineer nor the City assumes any responsibility for the accuracy of these locations nor for any additional utilities not indicated on the plans. Contractor shall verify existing dimensions and utilities prior to constructing the repairs and improvements. Contractor shall pothole utilities where noted on the Plan Sheets. Contractor shall be responsible for all damage to utilities.
9. The Contractor shall not be allowed to work on Sundays. Holiday and Saturday work shall be approved by City or Engineer.
10. Lineal foot measurements shown on the plans are horizontal measurements not slope measurements.
11. All excess soil and rock material from this project shall be removed from the project sites and disposed of by Contractor, unless Contractor reaches agreement with property owner for use/disposal of rock and soil material.
12. It shall be the responsibility of the contractor to protect the adjacent and downstream property owners from storm water, silt and erosion during all phases of construction.
13. Contractor shall restore existing surfaces and conditions to conditions equal to or better than existing conditions. Contractor shall be responsible for damage to all public and private property, resulting from Contractor's operations.
14. All Excavations shall be considered unclassified. However, Owner will compensate Contractor for removal of hard rock (requiring a hammer or rock trencher) on a per-cubic yard basis, at a rate of \$250.00 per cubic yard in-place. Contractor shall record the depths of hard rock removed, and write on the Record Drawings at 25-foot intervals.
15. All job-excavated trench backfill shall be compacted, using the tamping action of the excavator bucket. Granular backfill shall be compacted by vibratory means.
16. The contractor shall be required to keep the existing sanitary sewers operational during construction. Suggested locations for sewage hauling and/or bypass pumping are shown on the Plan Sheets.
17. According to MDNR regulations, when water mains and sewers cross, a minimum of 24-inches of clearance shall be maintained between the water mains and the sewers. When 24-inches cannot be maintained between the water main and the sewer, or when a water main must cross under a sewer, the sewer shall be constructed of ductile iron pipe, PVC pressure pipe or pre-stressed concrete cylinder pipe for a distance of 10.0 feet on each side of the crossing. One full joint of sewer pipe shall be centered on the crossing so that the joints are a minimum of 10.0 feet from the crossing. Also the water main shall have one full joint of pipe centered on the crossing, so that the joints are a minimum of 10.0 feet from the crossing. When a water main is constructed parallel to a sewer, the horizontal separation shall be 10.0 feet. A water main may be constructed closer than 10.0 feet to a sewer if the water main is in a separate trench and the vertical separation between the top of the sewer and the bottom of the water main is a minimum of 24-inches. If a vertical separation of 24-inches cannot be maintained and if the water main is constructed closer than 10.0 feet to the sewer, the sewer shall be constructed of ductile iron pipe, PVC pressure pipe or pre-stressed concrete cylinder pipe and shall be hydrostatically tested for water tightness. MDNR regulations do not allow for either the water main or the sewer to be encased in concrete when the minimum separation cannot be maintained.
18. Contractor shall provide a competent instrument person for staking of grades. Benchmarks for reference are shown on the Plan Sheets.
19. UTILITIES IN AREA:

<u>NAME</u>	<u>TELEPHONE NUMBER:</u>
City of Parkville (Roads, Storm Sewers, Sanitary)	741-7676
K.C.P.L. Co.	471-5275
AT&T	800-222-0400
Spire (was Missouri Gas Energy)	314-342-0810 OR 800-582-0000(EMERGENCY)
Time Warner Cable	358-5360
Missouri One Call System	800-Dig-Rite
Missouri American Water Co.	741-2992

No.	Revisions	
	Date	Description



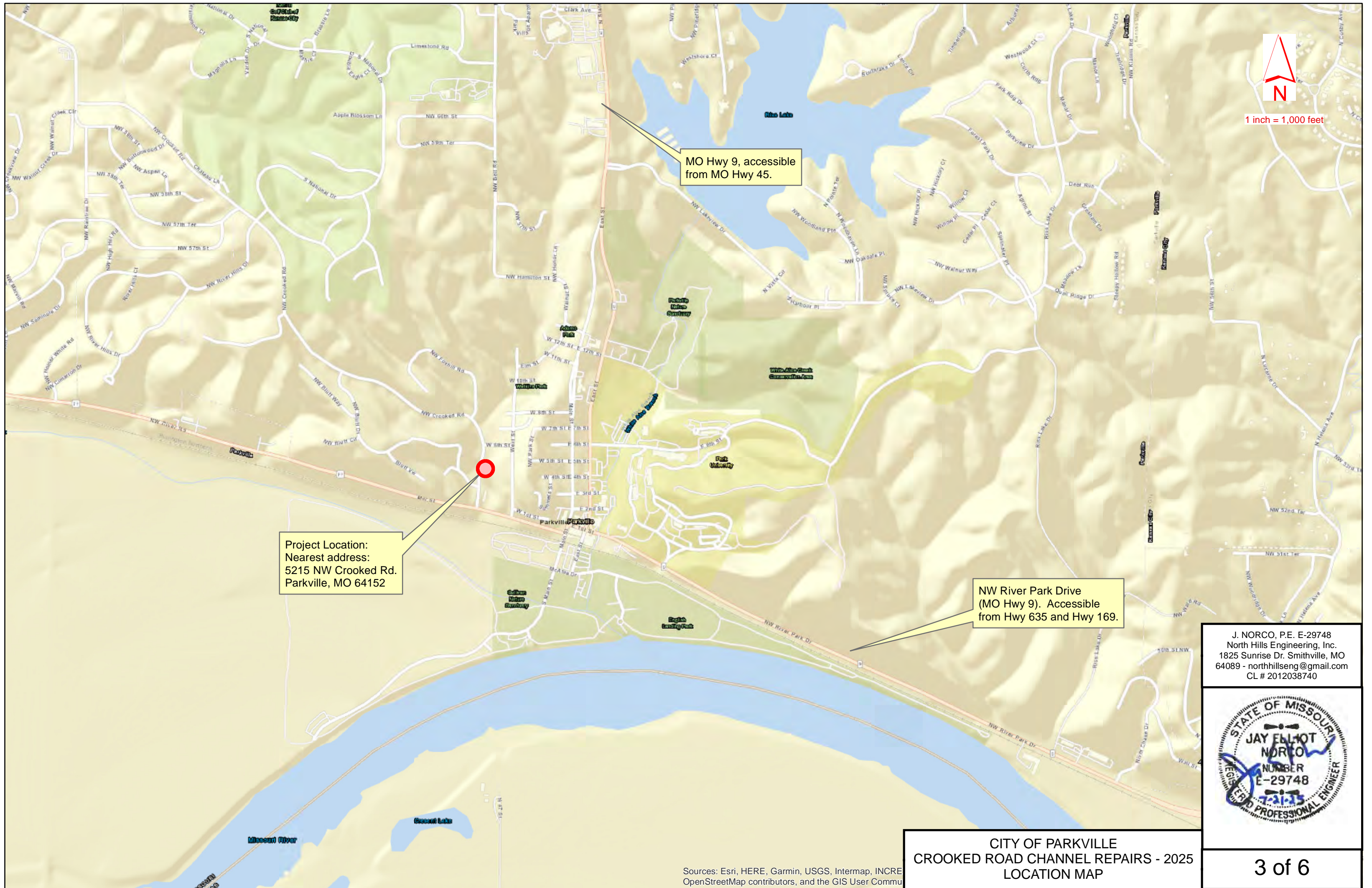
NORTH HILLS ENGINEERING, INC., northhillseng@gmail.com,
1825 Sunrise Dr. Smithville, MO 64089, (816) 935-2777

CL#2012038740



CITY OF PARKVILLE, MO
 8880 CLARK AVE. - PARKVILLE, MO 64152
 CROOKED ROAD CHANNEL REPAIRS - 2025
 GENERAL NOTES

Design:	Drawn: JEN
Date:	7-21-25
Sheet:	2 of 6



MO Hwy 9, accessible from MO Hwy 45.

Project Location:
Nearest address:
5215 NW Crooked Rd.
Parkville, MO 64152

NW River Park Drive
(MO Hwy 9). Accessible from Hwy 635 and Hwy 169.

J. NORCO, P.E. E-29748
North Hills Engineering, Inc.
1825 Sunrise Dr. Smithville, MO
64089 - northhillseng@gmail.com
CL # 2012038740



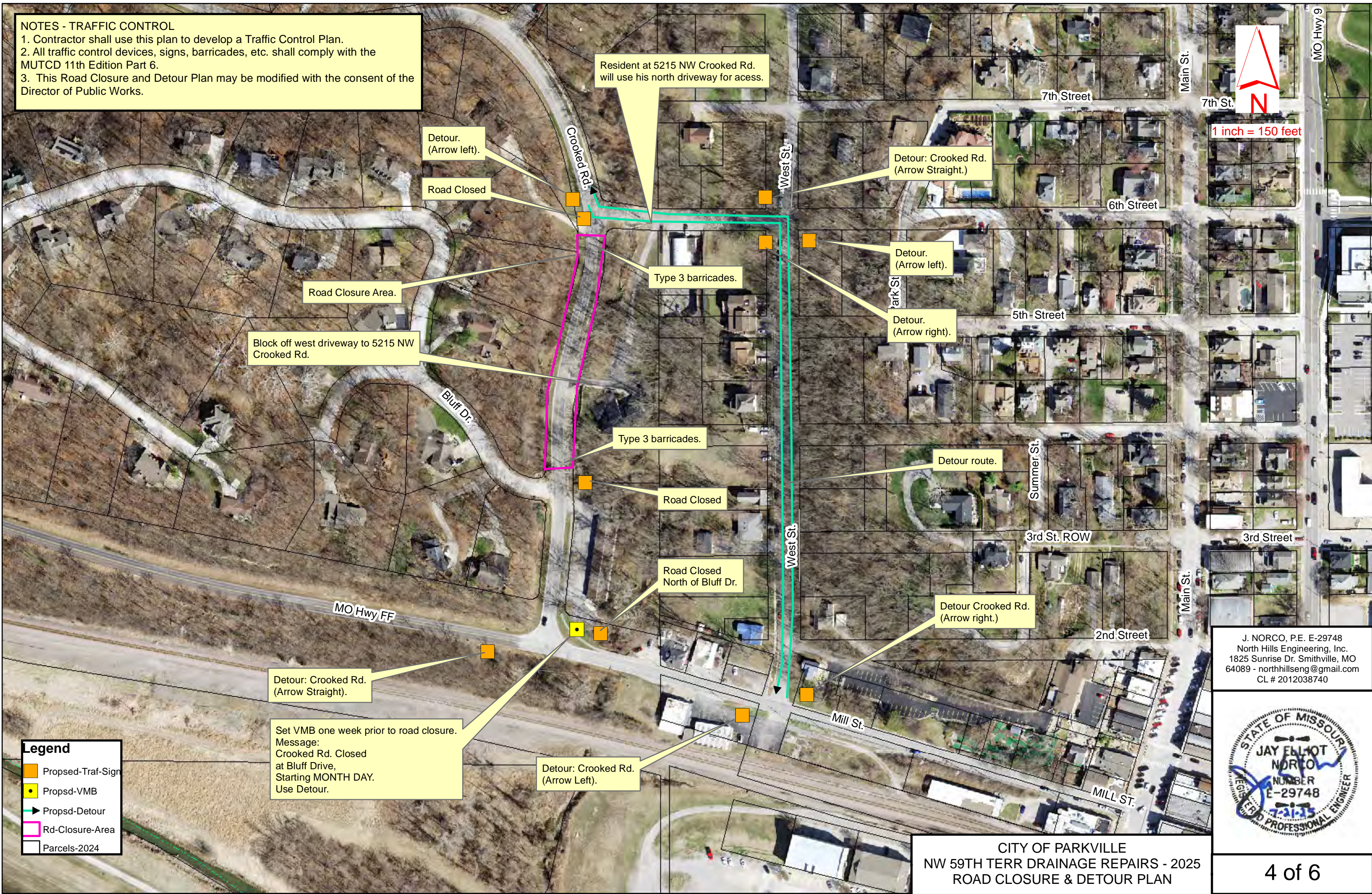
CITY OF PARKVILLE
CROOKED ROAD CHANNEL REPAIRS - 2025
LOCATION MAP

3 of 6

Sources: Esri, HERE, Garmin, USGS, Intermap, INCRE OpenStreetMap contributors, and the GIS User Commu

NOTES - TRAFFIC CONTROL

1. Contractor shall use this plan to develop a Traffic Control Plan.
2. All traffic control devices, signs, barricades, etc. shall comply with the MUTCD 11th Edition Part 6.
3. This Road Closure and Detour Plan may be modified with the consent of the Director of Public Works.



Legend

- Proposed-Traf-Sign (Orange square)
- Proposed-VMB (Yellow square)
- Proposed-Detour (Green arrow)
- Rd-Closure-Area (Pink outline)
- Parcels-2024 (Black outline)

Set VMB one week prior to road closure.
 Message:
 Crooked Rd. Closed
 at Bluff Drive,
 Starting MONTH DAY.
 Use Detour.

J. NORCO, P.E. E-29748
 North Hills Engineering, Inc.
 1825 Sunrise Dr. Smithville, MO
 64089 - northhillseng@gmail.com
 CL # 2012038740



CITY OF PARKVILLE
 NW 59TH TERR DRAINAGE REPAIRS - 2025
 ROAD CLOSURE & DETOUR PLAN

NOTES - STORM SEWER REPAIRS:

1. See Bid Form for units of Work and pay items. All miscellaneous work tasks shall be merged into bid items listed.
2. All demolished items and excess soil shall be hauled from the site and disposed of by Contractor.
3. Contractor shall be responsible for restoration of all public and private property to original or better condition, unless otherwise noted. All ruts made in grass areas shall be filled and graded.
4. Contractor is responsible for signage, barricades, and traffic safety at site of work.
5. Location of utilities shown is approximate. Use Missouri One-Call for locates, and pothole all crossing utilities.
6. Notify property owners 3 days prior to beginning work, leave written notice.
7. Take photos of existing repair areas and adjacent private property features prior to beginning work.



1 inch = 15 feet

Driveway to #5215. Do not disturb, block off. Resident does not need access, has driveway on 6th St.

Sawcut at north end of repair. Verify location with City inspector.

Place concrete in large gaps between limestone blocks, mainly on east side of channel. Bid 8 CY.

Do not track equipment on east side of creek channel.

Lift and re-stack existing limestone blocks, to form west side of creek channel.

Place rip-rap behind blocks, pour flow-able fill or thin concrete to seal voids behind blocks. See channel cross section.

Import and compact granular fill to fill existing voids below apron and sidewalk, and to make subgrade for concrete flatwork.

Pour concrete along both sides of existing 16" iron sewer pipe, to fill voids and protect pipe. Pour concrete flush with top of pipe. Form sides, or pour stiff and slope sides. Bid 5 CY.

NW Crooked Road, section to be closed to allow work. Refer to General Notes and Roadway Closure Map.

Demo and replace some of upper concrete apron. Some is likely undermined with voids. Review extents with City inspector prior to demo.

Demo & replace sidewalk, 4' wide. About 110 LF. Use KCMMB 4K mix, 4" slump, pour 4" thick, on compacted AB3 subgrade. Pour with 1.5% cross slope. Broom finish, use curing compound.

Demo & replace lower concrete apron, 4' wide. About 600 SF. Use KCMMB 4K mix, 4" slump, pour 4" thick, on compacted AB3 subgrade. Slope as required to meet top of blocks. Broom finish, use curing compound.

5209

5215

D12

Legend

- Rock-Wall
- Replc-Sidewalk
- Prop-Flatwork
- Prop-Conc-Work
- Xst-sidewalk
- Xst-pavmt
- Parcels-2024

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CITY OF PARKVILLE
 CROOKED ROAD CHANNEL REPAIRS - 2025
 SITE PLAN

5 of 6

CITY OF PARKVILLE

Policy Report

Date: August 7, 2025

Prepared By:

Daniel Harper, Public Works Director

Reviewed By:

Alexa Barton, City Administrator

ISSUE:

Approve Change Order No. 1 with McClure Engineering for additional work for the Bell Road Pedestrian Improvements project (Public Works)

BACKGROUND:

The Bell Road Pedestrian Improvements project is intended to provide sidewalks from US-45 on the northern limit to the end of Bell Road at Hamilton Street. On July 19, 2022, the Board of Aldermen approved Resolution No. 22-012 endorsing an application to the Mid-American Regional Council for federal funding through a Transportation Alternatives Program grant. On December 19, 2023, the Board of Aldermen approved agreements with the Missouri Highways and Transportation Commission for the Transportation Enhancement Funds program providing \$750,000 of grant funding for the construction of the Bell Road Pedestrian Improvements. The citizens of Parkville approved the passage of a Use Tax in April 2024 to provide the matching City funding for this project. Through a competitive proposal process, the City selected McClure Engineering to perform the public engagement and design portion of the project. This contract was approved by the Board of Aldermen on May 21, 2024.

Since that time, this project included a well-attended public engagement session on September 26, field survey work, utility coordination, and a large portion of the design is complete based on citizen feedback. This project is currently scheduled to go to bid in December 2025 and is planned for construction in 2026 to align with the deadlines established by the State and Federal grant requirements. These timelines are subject to Missouri Department of Transportation (MoDOT) approval.

Change Order No. 1 is an amendment to the original contract for additional engineering services that were not originally anticipated to be required as part of the project. There are two separate items included in this change order that resulted in \$9,640 being added to the original contract.

- **Additional Survey Work:** Additional survey work was required on two properties after meeting with the owners. In an effort to ensure that the concerns of the property owners were met related to parking and safety, additional survey data was required further back on properties than originally planned in order to properly design related construction activities. In addition, since the original start of the project design, utility coordination was held with all the companies operating within the corridor. Due to Google being a new utility in the area, additional survey work was required after their installation. This additional work required McClure's surveyors to visit the site additional times to gather the required data beyond the original scope of the contract.

- **Right-of-Way (ROW) Submittal Packet:** MoDOT required an additional ROW submittal to be made for review prior to performing their required corridor review, which was not originally required. This review was critical in keeping the progress of the design moving forward as this review would later determine if any archeological or environmental assessments would be required.

STRATEGIC GOAL(S):

- Infrastructure and Public Facilities

BUDGET IMPACT:

The Capital Improvement Fund includes \$500,000 for Bell Road Improvements in the line item 97-501.04-53-00 on page 145 of the 2025 Budget.

ALTERNATIVES:

1. Approve the change order with McClure for the Bell Road Pedestrian Improvements project.
2. Approve the item, subject to changes.
3. Do not approve the item.
4. Postpone the item.

STAFF RECOMMENDATION:

Staff recommends approval of Change Order #1 for McClure Engineering Professional Services Agreement for the design of Bell Road Pedestrian Improvements.

POLICY:

The Purchasing Policy, Resolution No. 23-016, requires Board of Aldermen approval for all expenses above \$50,000, upon recommendation of the Finance Committee.

SUGGESTED MOTION:

I move to recommend that the Board of Aldermen approve a resolution approving Change Order No. 1 with McClure Engineering for additional work for the Bell Road Pedestrian Improvements project in the amount of \$9,640, revising the total contract amount to \$197,333.

ATTACHMENTS:

1. Change Order No. 1
2. McClure Agreement

Change Order 1

PROJECT *(Name and address):*
Eng. Design Services for the Pedestrian
Improvements between Rt. 45 & Hamilton
St.

CHANGE ORDER NUMBER: 1
DATE:

TO CONTRACTOR *(Name and Address):*
McClure Engineering Co., DBA McClure
1700 Swift St., Ste 100, NKC, MO 64116

PROJECT NO.: _____
CONTRACT DATE: May 21, 2024

THE CONTRACTOR IS CHANGED AS FOLLOWS:

The original Contract Sum was	\$ 187,693.00
The net change by previously authorized Change Orders	\$ 0.00
The Contract Sum prior to this Change Order was	\$ 187,693.00
The Contract Sum will be increased by this Change Order in the amount of	\$ 9,640.00
The new Contract Sum including this Change Order will be	\$ 197,333.00

The Contract Time will be increased by zero (0) days.
The date of Substantial Completion as of the date of this Change Order therefore is unchanged

This Change Order provides an additional survey for updated utility locates to confirm existing & capture new utilities in the area. Also includes capturing additional topo elements to update design based on conversations the City has had with landowners at 6019 Bell Rd & 5913-5915 Bell Rd. - \$6,000. This Change Order also includes preparing ROW Submittal Packet to MoDOT (Deed Packets for permanent & temporary easements; Request for ROW authorization; donation letters for property owners - \$2,160. Administrative fees for McClure - \$1,480.00

This Change Order represents a complete and final resolution of all matters concerning or arising out of the work described in the Change Order, including any impact, delay, disruption and/or acceleration of work unless specifically identified herein.

NOT VALID UNTIL SIGNED BY THE CONTRACTOR AND OWNER.

McClure

CONTRACTOR *(Firm name)*

City of Parkville

OWNER *(Firm Name)*

ADDRESS
1700 Swift St., Ste 100, NKC, MO 64116

ADDRESS
8880 Clark Avenue, Parkville, MO 64152

BY
(Signature) *Matt Eblen*

BY
(Signature)

Matt Eblen
(Typed name)

Den Katerndahl, Mayor
(Typed name)

DATE 7/30/2025 | 8:14 AM CDT

DATE



PROFESSIONAL SERVICES CHANGE ORDER

Project Name: Bell Road Sidewalk Date: 07/16/2025
 McClure Project Number: 2023001211-010 Change Order No.: 02 Agreement Date: 05/21/2024
 Client: _____

Description of Change(s):

Providing additional survey for updated utility locates (called in by City of Parkville) to confirm existing & capture new utilities in the area (specifically Google Fiber). Also includes capturing additional topo elements to update design based on conversations City has had with landowners at 6019 Bell Road & 5913 - 5915 Bell Road (\$6,000)

Preparing ROW Submittal Packet to MoDOT (Deed Packets for permanent & temporary easements, Request for ROW Authorization; Donation letters for property owners) (\$2,160)

Administrative fees for McClure (\$1,480) are also included.

Attachments/References which are a part of the professional services change order:

Anticipated effects of professional services change order on basic services:

Schedule:	Fees:
<u>None</u>	<u>\$9,640</u>
_____	_____
_____	_____
_____	_____

The change described in the professional services change order is made a part of the indicated professional services agreement between the client and McClure. All other provisions of the agreement shall remain in force.

McClure by: Matt Eblen *Matt Eblen* Date: 07/16/2025
 Client by: _____ Date: _____

If directed/approved by Client by telephone, by letter, in meeting, etc... , provide reference material here.

Distribution:

Client Project File McClure Accounting Other _____

This RER is being processed, it can still be edited. You will be notified when it is completed.

Date Updated: 01/13/2025
Updated By: Geordon Taylor



AS OF 01/01/2025

Request for Environmental Review

Form#:2025-11-00118

Alternative Project Delivery Method (such as Design/Build)

Project Information

Prefix:	TAP	Project Number:	3400449	Bridge Number:	
District:	Kansas City	County:		Sponsor:	City of Parkville
				Sponsor Email:	dharper@parkvillen
TIP Number:	42000	Rte/Street:	Bell Road		
MoDOT Job Number:		TIGER Grant Funds:		Is this project on or adjacent to MoDOT Right of Way:	Unknown
Location/Stream Crossing :	NONE				
TMS Project Description - termini (no stations):	CITY OF PARKVILLE IN PLATTE COUNTY, BELL ROAD PEDESTRIAN IMPROVEMENTS				
Describe RER project improvements in full detail:	Construction of sidewalk improvements along NW Bell Road from MO Hwy-45 to NW Hamilton St., as well as marked pedestrian crosswalks and native landscaping for stormwater infiltration where needed.				
District Liaison:	Donald Schoenborn - 816-607-2295	Contact:	None selected		
Email:	Donald.Schoenborn@modot.mo.gov	Email:			
Contact:	None selected	Contact:	None selected		
Email:		Email:			
Date Desired:	12/12/2024	Submit Date:	11/12/2024		
Desired A-Date:	03/03/2025				
Responsible Individual:	Kimberly Koenigs - (11/12/2024 4:36:23 PM) - 913-307-2512	Submitted By:	Kimberly Koenigs - (11/12/2024 12:00:00 AM) - 913-307-2512		

Existing Condition

ADT:	2,362 vehicles; 94 trucks; 22 semi-trucks	Speed Limit:	25
Number of Travel Lanes:	2	Lane Width:	11 ft
Shoulder Width:	0	Curb and Gutter:	No
Bridge width, measured from gutterline to gutterline:	N/A	Sidewalks:	None

Proposed Design Improvement

ADT:	2,362 vehicl	Speed Limit:	25	Design Speed:	25
Number of Travel Lanes:	2	Lane Width:	11		
Shoulder Width:	0	Curb and Gutter:	No		
Bridge width, measured from gutterline to	N/A	Sidewalks:	None		

gutterline:

Bridge Length: N/A
Railroad Crossing: No

Roadway length: 0.9 miles
Drainage District (If Applicable): Choose One...

Program Year:

Preliminary Engineering: 2024

Right of Way: 2025

Construction: 2026

Has the sponsor documented that the project has:
1. Independent utility,
2. Logical termini, and
3. Does not restrict consideration of alternatives for other reasonably foreseeable transportation improvements?:
 Yes No

Project breakout from previous or larger project? *If checked explain:*

Acres - From all sources (e.g. donated from public or private entities):

Additional R/W (acres): 0 Temp Easement (acres): 0 Permanent Easement (acres): 0

ROW may be needed, but, not yet determined? Yes

Is ANY Federally-owned land impacted by the project? Yes No

Identify agency: MoDOT

Land Disturbance:

Will project involve 1 acre or more: Unknown Acres of Tree Clearing: .2 acres

DO NOT CLEAR TREES W/O MODOT'S PRIOR WRITTEN APPROVAL.

Number of Displacements(do not include partial takes that do not displace):

Residential: Yes No

Commercial: Yes No

No. of People:

Residences:

No. of Employees:

Businesses:

Any Public Involvement planned or completed:

Public Open House #1 held on September 26, 2024 (5:00-7:00 p.m. at Parkville City Hall (8880 Clark Ave, Parkville, MO 64152) Public Open House #2 TDB in 2025

Average Daily Traffic:

ADT Construction Year:

ADT Design Year:

Traffic Impacts:

Road Closure Planned: Yes No

Bridge Closure Planned: Yes No

Days/Months Closed:

Detour > 25 mi rural (including local roads) Yes No

Detour > 5 mi urban (including local roads, census defined urban) Yes No

Detour Info:

Bicycle / Pedestrian Consideration

Pedestrian facilities considered: Yes

Bicycle facilities considered: No

National Flood Insurance Program (NFIP) and Hydraulic Design Data:

Project involves land purchased through FEMA Hazard Mitigation Grant Program (Flood buyout property)

If checked, give details:

Is ANY construction taking place on MoDOT owned property under this project?

Yes No

Is highway improvement located within 4 miles of an existing airport?

Known Concerns: Provide information you have about these resources that you have observed in the area.

Parkland: None

Wetland/404 Permit:

Land Disturbance / Stormwater:

Farmland: None

Threatened & Endangered Species: NONE KNOWN BUT WILL SUBMIT PROJECT THROUGH APPROPRIATE TES PROCESS

Migratory Birds: Are there birds nesting on the structure?

Hazardous Waste: None

Cultural Resources: NONE ANTICIPATED, SHPO CLEARANCE REQUEST WILL BE SUBMITTED

LPA Comments:

Project Attachments:

****NOTE: If making updates to an attachment, please use a different filename than the original.**

****The combined size of attachments in one upload must be less than 100MB**

Attachments:

✘ Parkville Bell Road Preliminary Plans for Permits.pdf

✘ Bell Road Sidewalk-- Online Survey Results.pdf

✘ Attendee List--Bell Road Public Open House (2024-09-26).pdf

✘ 2024-09-26--Meeting Summary--Bell Road Public Engagement #1.pdf

✘ 03--COMMENT BOARD.jpg

✘ 02--SURVEY BOARD.jpg

✘ 01--CONTEXT MAP BOARD.jpg

✘ MO_Parkville_20210520_TM_geo.pdf

✘ Bell Road Sidewalk-- Photos along project alignment.pdf

✘ 2024-12-17--Historic Properties in Parkville per National Register of Historic Places.docx

✘ Bell Road - 780-1027 (9-22) Review Compliance Information Form.pdf

✘ Bell Road Location Map.pdf

Required Information to be attached for each RER stage:

- Location map (county map, topographic map or aerial map) showing the project limits
- plan sheets
- KMZ files showing tree clearing limits and/or plans
- permits/documentation as required (floodplain, farmland form, NWP, asbestos & lead based paint inspection reports, Section 106 Project Information Form for review, SHPO concurrence letter, USFWS IPac Official Species List, MDC Heritage Review Report, Effects determination)

RER Environmental Screenings

Farmland Impact Status: N/A

Status Information: N/A Pending Cleared Clearance Date:

Environmental Response: The project is in a designated urbanized area as indicated on the U.S. Census Bureau Urban Area Reference Map. Therefore, the project is not subject to the Farmland Protection Policy Act.

LPA Action:

Attachments:

Farmland Impact Submitted - Mark submitted when this review is ready to be sent to district staff.

Last Updated: Aaron Stolte - 11/22/2024 12:47:31 PM

Floodplain/Regulatory Floodway Status: N/A

Status Information: N/A Pending Cleared Clearance Date:

Environmental Response: According to the attached FEMA floodplain map, the project is not located in the 100-year floodplain or the regulatory floodway. The project is not subject to floodplain permitting requirements.

LPA Action: None

Attachments:

[FEMA NFP RER_2025-11-00118.png](#)

[FEMA FIRMETTE_29165C0383D.png](#)

[FEMA Firm_2025-11-00118.pdf](#)

Floodplain/Regulatory Floodway Submitted - *Mark submitted when this review is ready to be sent to district staff.*
Last Updated: Aaron Stolte - 11/22/2024 12:47:50 PM

Land Disturbance / Stormwater Status: N/A

Status Information: N/A Possible Issues Noted Clearance Date:

Environmental Response: If the project is in a regulated MS4 area, adhere to the MS4 requirements as defined in the MS4 permit specific to that municipality. Stormwater routed into MoDOT's drainage system (e.g., ditches and stormwater conveyance systems) must be treated for water quality and/or quantity before entering the system. Any project with land disturbance of 1-acre or more requires a NPDES land disturbance permit from MDNR.

LPA Action: If the project will disturb 1-acre or more of land, obtain a NPDES land disturbance permit from DNR. The LPA must also implement best management practices in accordance with that permit and the Clean Water Act.

Attachments:

Land Disturbance / Stormwater Submitted - *Mark submitted when this review is ready to be sent to district staff.*
Last Updated: Aaron Stolte - 11/22/2024 12:47:55 PM

FEMA/SEMA Buyout Status: N/A

Status Information: N/A Pending Cleared Clearance Date:

Environmental Response: According to the ArcMap GIS FEMA buyout layer, there are no flood buyout properties in the vicinity of the project. The project will not result in development on any FEMA buyout properties.

LPA Action:

Attachments:

FEMA/SEMA Buyout Submitted - *Mark submitted when this review is ready to be sent to district staff.*
Last Updated: Aaron Stolte - 11/22/2024 12:48:02 PM

Socioeconomic Impact Status: Cleared

Status Information: N/A Pending Cleared Clearance Date: 12/30/2024

Environmental Response: UPDATE 12/30/24: Documentation from the September 26, 2024 Open House was uploaded to the RER. Per the summary provided "this in-person meeting was conducted while an online public survey remained active and open for feedback, allowing participants to provide input through either platform. Attendees of the in-person meeting were encouraged to also complete the online survey to ensure comprehensive feedback, though this may have resulted in some duplication of responses. The online survey closed approximately one month later, on October 22, 2024." Comments from the public survey were also uploaded to the RER which indicated, generally, "a strong desire for improved pedestrian and bicycle infrastructure throughout the area." No controversy appears to have been raised. This satisfies MoDOT's public involvement requirements for this project. INITIAL SCREENING: The project does not require commercial or residential displacements; however, the project does require new right of way/temporary easements/permanent easements that are subject to the Uniform Relocation Assistance and Real Property Acquisition Policies Act of 1970, as amended. Road closures and detours will not be necessary during construction. Based on a review of EJSCREEN, no minority (people of color), low-income, or limited English Proficiency (LEP) populations were identified within the project area. There are no significant socioeconomic impacts associated with this project. Impacts will be temporary and limited to traffic disruptions, construction noise, and fugitive dust and emissions in the area of project construction. A Public Open House #1 was held on September 26, 2024 at the Parkville City Hall. A Public Open House #2 is planned to be held in 2025.

LPA Action: 1. Conduct the acquisition of affected properties in accordance with the procedures established in the Uniform Relocation Assistance and Real Property Acquisition Policies Act of 1970, as amended. 2. Provide sufficient public notice of construction work and traffic management plans consistent with MoDOT's and local public involvement policies and procedures. 3. A public meeting was held on September 26, 2024. Please upload documentation of that engagement and include any meeting minutes and any materials presented on this project, as well as any sign-in sheets, any comments received, and any responses to those comments. [COMPLETE 12/30/24]

Attachments:

Socioeconomic Impact Submitted - Mark submitted when this review is ready to be sent to district staff.

Last Updated: Aaron Stolte - 12/30/2024 1:37:02 PM

Threatened & Endangered Species Status: Pending

Status Information: No Effect Pending Cleared Clearance Date:

Environmental Response: 1. Impacts to threatened and endangered species must be assessed for this project.

LPA Action: 1. Access the US Fish and Wildlife Service (USFWS) IPAC online tool at <http://ecos.fws.gov/ipac/> to obtain the official list of species for your county. 2. Access the MO Department of Conservation (MDC) online Natural Heritage Review website at <https://naturalheritagereview.mdc.mo.gov/> and generate a report. Contact MDC if the report indicates to do so. Submit the report, and MDC response, if required, to MoDOT. 3. Provide the amount, location, and time of year for tree clearing, or indicate there will be no tree clearing. 4. If there will be tree clearing, photograph the trees so that bark characteristics of the main trunk and large branches, along with any cavities, are clearly illustrated. 5. If the project involves bridgework, photograph the undersides of bridges illustrating any bird nests or unusual staining on the substructure or underside of the deck. 6. It is the responsibility of the LPA to make a written determination of their project impacts on each species listed from the IPaC. Further, the LPA must assess effects on any MDC listed species (endangered or species of conservation concern). If no effects are anticipated for a particular species, state the reason(s) why. For example: This project does not involve any tree clearing so there will be no effects on summer roosting habitat for listed bat species or this project does not impact any aquatic habitats so there will be no effects on listed fish or mussel species. 7. Submit the full project limits, easements, access, construction date, and ground disturbance information.

Attachments:

Threatened & Endangered Species Submitted - Mark submitted when this review is ready to be sent to district staff.

Last Updated: Aaron Stolte - 11/22/2024 12:51:42 PM

Migratory Birds Status: N/A

Status Information: N/A Pending Cleared Clearance Date:

Environmental Response: According to the RER submission the project will not impact bridges or other structures. Based on this information, there are no concerns related to migratory birds and no conflicts with the MBTA.

LPA Action: None.

Attachments:

Migratory Birds Submitted - Mark submitted when this review is ready to be sent to district staff.

Last Updated: Aaron Stolte - 11/22/2024 12:57:09 PM

\$6,875 fee from Mustardseed to complete (see attached)...As of 1/13/2025, this IS required by MoDOT. Mustardseed will be given Notice-to-Proceed pending business license & insurance requirements to the City of Parkville.

Hazardous Waste Impact Status: Cleared

Status Information: N/A Pending Cleared Clearance Date:

Environmental Response: According to the attached DNR E-START map, there are 0 Hazardous Substance Investigation and Cleanup Sites and 2 Regulated Petroleum and Hazardous Substance Storage Tank Facilities in the vicinity of the project area. Southwestern Bell is located at 6209 Bell Road, Parkville and is listed as a Facility Closed Prior to Implementation of 2004 Tanks RBCA. A petroleum or hazardous substance storage tank closure or regulated release was addressed under the Missouri Risk-Based Corrective Action Guidance for Petroleum Storage Tanks. Evaluation of environmental media found that concentrations of any remaining contaminants, if present, do not pose an unacceptable risk to human health or the environment. There are no concerns for this site. Fleet Maintenance Facility is located at 6207 NW Belle Road, Parkville and is listed as a No Further Action Letter Issued without Restriction. A petroleum or hazardous substance storage tank closure or regulated release was addressed under the Missouri Risk-Based Corrective Action Guidance for Petroleum Storage Tanks. Evaluation of environmental media found that concentrations of any remaining contaminants, if present, do not pose an unacceptable risk to human health or the environment. There are no concerns for this site.

LPA Action: A petroleum or hazardous substance storage tank closure or regulated release was addressed under the Missouri Risk-Based Corrective Action Guidance for Petroleum Storage Tanks. Evaluation of environmental media found that concentrations of any remaining contaminants, if present, do not pose an unacceptable risk to human health or the environment. Please review the Department of Natural Resources site file for more information.

Attachments: [✖DNR E-Start_2025-11-00118.png](#)

Hazardous Waste Impact Submitted - *Mark submitted when this review is ready to be sent to district staff.*
 Last Updated: Aaron Stolte - 11/22/2024 12:57:26 PM

Wetland Impact (Section 404/401) Status: N/A

Status Information: N/A Pending Cleared Clearance Date:

Environmental Response: According to the attached USFWS National Wetlands Inventory map, and Google Earth imagery, there are no wetlands, blue line streams, lakes, ponds, or other waters of the U.S. in or around the project area. The project is not anticipated to impact wetlands or waters of the U.S.

LPA Action: None

Wetland Permit Information:	404 Permit Number	Permit Submitted	Permit Received
	Permit Expiration	Compliance Certification Sent	Compliance Certification Received

Attachments: [✖NWI RER 2025-11-00118.pdf](#)

Wetland Impact Submitted - *Mark submitted when this review is ready to be sent to district staff.*
 Last Updated: Aaron Stolte - 11/22/2024 12:57:34 PM

Noise Impact Status: N/A

Status Information: N/A Pending Cleared Clearance Date:

Environmental Response: This is a Type III project and a noise analysis is not required.

LPA Action:

Attachments: Noise Impact Submitted - *Mark submitted when this review is ready to be sent to district staff.*
 Last Updated: Aaron Stolte - 11/22/2024 12:57:40 PM

Cultural Resources Impact (Section 106/Historic 4f)

Status: Pending

Section 106 Status: Pending Cleared

Section 106 SHPO

Submittal Date:

Clearance Date:

Project Specific Agreement Document:

N/A PA MOA

Select Programmatic Agreements Used:

First Choice:

-- Select Programmatic Agreement Used --

Second Choice:

-- Select Programmatic Agreement Used --

Third Choice:

-- Select Programmatic Agreement Used --

Built Environment Response:

Additional project detail is needed to determine whether a cultural resources survey is required.

Reviewer:

Kory Van Hemert

Review completed for Built Environment

Archaeological Response:

Additional project detail is needed to determine whether a cultural resources survey is required.

Reviewer:

Kory Van Hemert

Review completed for Archaeology

Environmental Response:

1.13.25-Preliminary project plans appear to illustrate the acquisition of ROW and/or temporary and permanent easements. Clarification required. 12.20.24 - MoDOT has received the submitted information and it is under review. 11.14.24 - Additional project detail is needed to determine whether a cultural resources survey is required.

LPA Action:

1.13.25- Please amend the RER section "Acres - From all sources (e.g. donated from public or private entities):" to reflect the acreage of any proposed right-of-way and/or easements. Additionally, please clearly depict the maximum project extent including proposed right-of-way and/or easements acquisition (e.g., grading, equipment staging, etc.) on project plan sheets. 11.14.24 - Please provide a detailed project description and project plan sheets showing the limits of construction and any proposed right-of-way and/or easements.

Attachments:

Adverse Effect or Conditional No Adverse Effect

Based on the review of the project location and description noted above, there are no identified historic 4(f) resources affected that would preclude the setting of an A-date.

Checked by:

on

Approved on:

Cultural Resources Impact Submitted - Mark submitted when this review is ready to be sent to district staff.

Last Updated: Geordon Taylor - 1/13/2025 9:43:15 AM

\$9,550 fee from Mustardseed to complete Archeological Study (see attached)...As of 1/13/2025, this is not yet required by MoDOT (though included in this change order because it is typically required).

Mustardseed will NOT be given Notice-to-Proceed until MoDOT requires the study per an updated RER.

Public Land Impact (Section 4f/6f) Status: N/A

Status Information: N/A Pending Cleared Clearance Date:

Environmental Response: According to Google Earth imagery, the Land and Water Conservation Fund online mapper, the All Trails website, and MoDNR Park and Site Status Viewer, there are no Section 4(f) or Section 6(f) resources in the vicinity of the project area. The project will not result in a use to any Section 4(f) properties, nor will it result in a conversion of any Section 6(f) lands.

LPA Action:

Attachments:

Based on the review of the project location and description noted above, there are no identified 4(f) or 6(f) resources affected that would preclude the setting of an A-date.

Checked by: Aaron Stolte on 11/22/2024

Public Land Impact Submitted - Mark submitted when this review is ready to be sent to district staff.

Last Updated: Aaron Stolte - 11/22/2024 1:04:01 PM

Other Status: N/A

Status Information: N/A Pending Cleared Clearance Date:

Environmental Response: There are no WRP easements in the vicinity of the project. There are no airports within 4 miles of the project site.

LPA Action:

Attachments:

Other Screening Submitted - Mark submitted when this review is ready to be sent to district staff.

Last Updated: Aaron Stolte - 11/22/2024 1:04:09 PM

NEPA Classification Status: Pending

NEPA Right-Of-Way Permission: Pending as determined or approved by:

NEPA Approval/Proceed to A-date Request: Re-evaluation Date:

NEPA Classification: PCE

This project qualifies for the programmatic categorical exclusion under Item#: 3 All Environmental Issues Cleared:

Commitments and/or Comments to Sponsor: A Programmatic Categorical Exclusion (PCE) NEPA classification is anticipated for this proposed project but must be confirmed following resolution of pending items herein. The NEPA approval date will be given once the Cultural Resources, Threatened & Endangered Species, and Public Lands sections are cleared. THE LPA/CONSULTANT SHOULD REVIEW ALL SECTIONS ABOVE INCLUDING THOSE MARKED AS CLEARED/GREEN. Please note the following points of contact for the environmental review: -For Farmland, Socioeconomic, Noise, and Public Lands: Holly Cantrell, holly.cantrell@modot.mo.gov, 615-649-7391 -For Floodplain/Floodway, Land/Stormwater, FEMA/SEMA, T/E, Migratory Birds, Wetlands, and HazMat: Cassie Baumgartner, cassie.baumgartner@modot.mo.gov, 615-760-0185; and/or Aaron Stolte, aaron.stolte@modot.mo.gov, 612-326-9510 -For Cultural Resources: Archaeology: Geordon Taylor, geordon.taylor@modot.mo.gov, 918-895-6596 Historic Architecture: Kory Van Hemert, kory.vanhemert@modot.mo.gov, 918-907-3512

Attachments:

Last Submitted: 01/13/2025 by Geordon Taylor



Bell Road Sidewalk (Parkville MO) Bat Habitat Study: January 21, 2025.

Threatened and Endangered Species (Bat Study).

The study area is assumed to consist of an area 75 feet from the road near the bridge and tapering down to the edge of the road at 300 feet in each direction along the roadway. The survey will result in the provision of 20-30 labeled photos depicting possible Gray, Indiana, and Northern Long-eared bat habitats per the U.S. FWS species IPaC list. Candidate and proposed species will not be photographed. No surveying or flagging of potential roosting trees is required. Shape file (showing the grading limits of the projects) will be available for uploading to a phone or tablet to identify the project boundaries while in the field. Site access will be approved prior to the fieldwork.

Cost Proposal

The following proposal includes all labor, travel, supplies and equipment.

Task	Not to Exceed Fee
Threatened & Endangered Species Photographic Documentation	\$6,875.00
Total	\$6,875.00

Terms and Conditions

The Scope of Work proposed by MCE will be performed by qualified professionals with experience in conducting Threatened & Endangered Species Inspections. MCE will perform the proposed Scope of Work with the degree of skill and care required by customarily accepted professional practices and procedures. The liability of MCE related to the Scope of Work or subsequent services, whether based on negligence or other legal theory, shall be limited to the cost of the services provided.

Payment

Upon completion of the above-mentioned work, MCE will submit an invoice for services rendered payable upon receipt of the final product. If Customer fails to pay any invoice when due, it shall be considered in default. In the event of default, interest will accrue in the Customer’s account at the rate of 1.5% per month. In the event of default, all consulting services being provided by consultant pursuant to this Agreement may be terminated by consultant. If Consultant retains an attorney or collection agency to collect any balance due, Customer agrees to pay Consultant’s costs of collections, attorney fees, and costs. Customer waives venue and agrees that the venue for any such action shall be in Jackson County, Missouri.



Mustardseed Cultural and Environmental Services

If you agree to the terms and conditions presented in this proposal, and wish MCE to proceed, please provide a work order or please print the name, sign, and date and return a copy of this proposal. It may be emailed ifrancis42@sbcglobal.net Please call if you have any questions or require further information. We appreciate the opportunity to provide environmental services to the Client. In the event you have any questions, please feel free to contact me at any time regarding this or any other matter at 816-3332424 or at 816-377-8069

Sincerely,

Ike Francis

Mustardseed Cultural &
Environmental Services,
LLC.

January 21, 2025

Proposal for Bell Road Sidewalk (Parkville MO)

- Threatened & Endangered Species (Bat Study) - \$6,875.00



Bell Road Sidewalk (Parkville MO) Archaeological Survey Proposal January 21, 2025.

Mustardseed Cultural & Environmental Services LLC is pleased to submit this proposal for the purposes of conducting an archaeological survey at the site of the above referenced proposed bridge project. To identify and record all cultural resources that might be present within the area of potential impact (APE) of the proposed project, the proposed cultural resources survey will be conducted under guidelines that are consistent with Section 106 of National Historic Preservation Act (NHPA). It is important to note that generally Missouri SHPO recommends approximately 1-mile area of potential effect (APE) for most cultural resource's surveys.

To achieve the goal and objectives of the survey the following tasks will be performed:

A.1. Background Research

- The Consultant project staff will participate in a start-up call with the Client point of contact to discuss project logistics, site safety, schedule, and any other issues relevant to this portion of the project.
- Consultant staff will conduct a detailed archeological site file background investigation of the surrounding area up to 1/2-mile radius around the proposed project location. The site file is designed to identify all previous cultural resource investigations conducted in the area, and to locate all previously recorded cultural resources (archaeological sites, Buildings, or structures 45 years of age or older) located within the APE of the project. State Historical Preservation Office cultural resources site files located at the SHPO in Jefferson City Missouri will be reviewed along with MoDOT's archeological site files. GLO files, plat maps, and land records relevant to the project area will also be reviewed.
- The results of the site files reviews will be used to develop a plan for an appropriate field investigation. Results of the reviews will be summarized in a map detailing the locations of all cultural resources identified within APE of the project area. The map will be included in the final report.

B. Field Survey

An initial desk-top review of the geography of the proposed project area leads us to anticipate that the field survey will consist of a combination of pedestrian and shovel testing techniques. The pedestrian survey technique will be employed in areas of the



project site with good surface visibility (i.e., areas where visibility equal 25 percent or greater). The transect interval that will be employed in these areas is 5 meters.

In areas with low surface visibility (i.e., areas with less than 25 percent surface visibility) and in areas that have not been previously disturbed/plowed systematic shovel testing technique will be employed. Transect interval in these areas is 15 meters. The shovel testing involves the excavation of holes at least 25cm in diameter down to archaeologically sterile soil. The excavated material from each shovel probe will be screened through a 1/2-inch mesh to collect a cultural material that might be present.

All cultural resources encountered during this field survey will be analyzed in-situ and photographically documented. No collection of artifacts is anticipated unless an artifact is diagnostic and/or in danger of being destroyed. Photographs of all structures located within 100 feet and the area of potential effect will be taken and recorded on a map.

C. Reporting

The Consultant will prepare a report that fully documents the information gathered during this archaeological survey. Specific report products that will be provided are as follows:

- A draft report consistent with the Secretary of the Interior's *Standards and Guidelines for Archeology and Historic Preservation* will be prepared following completion of all fieldwork and adequate field data analysis to support reported results. This draft will be provided to the Client and MoDOT within thirty (30) calendar days of completion of fieldwork.
- This document will meet or exceed the standards articulated in the Secretary of the Interior's Standards and Guidelines and will, at a minimum, include the following sections:
 - a. Summary
 - b. Introduction
 - c. Research background information
 - d. Description of Research Design and Field Methods employed
 - e. Laboratory/analytical methods employed
 - f. Survey information
 - g. Syntheses of survey findings and results
 - h. Recommendations.
 - i. Other sections. The report will also include a bibliography of sources cited, a table of contents, and lists of figures and tables, as appropriate.



C.1. Service Fees

1. Phase I Archaeological Survey. A fee of \$9,550.00 (nine thousand, seven-hundred and fifty dollars, zero cents) is proposed. This is a fully burdened, firm-fixed-price. The fee covers labor for tasks that include background research, field survey, transportation, per-diem, architectural/structures documentation and analysis, consultations with stakeholders, and report preparation.

Terms and Conditions

The Scope of Work proposed by MCE will be performed by qualified professionals with experience in conducting Cultural Resources Investigations. MCE will perform the proposed Scope of Work with the degree of skill and care required by customarily accepted professional practices and procedures. The liability of MCE related to the Scope of Work or subsequent services, whether based on negligence or other legal theory, shall be limited to the cost of the services provided.

Payment

Upon completion of the above-mentioned work, MCE will submit an invoice for services rendered payable upon receipt of the final product. If Customer fails to pay any invoice when due, it shall be considered in default. In the event of default, interest will accrue in the Customer's account at the rate of 1.5% per month. In the event of default, all consulting services being provided by consultant pursuant to this Agreement may be terminated by consultant. If Consultant retains an attorney or collection agency to collect any balance due, Customer agrees to pay Consultant's costs of collections, attorney fees, and costs. Customer waives venue and agrees that the venue for any such action shall be in Jackson County, Missouri.

If you agree to the terms and conditions presented in this proposal, and wish MCE to proceed, please provide a work order or please print the name, sign, and date and return a copy of this proposal. It may be emailed to (ifrancis42@sbcglobal.net). Please call if you have any questions or require further information. We appreciate the opportunity to provide environmental services to the Client. In the event you have any questions, please feel free to contact me at any time regarding this or any other matter at 816-333-2424 or 816-377-8069.

Sincerely,

Ike Francis

Proposal for: Archaeological Survey for Bell Road Sidewalk (Parkville MO)

Not to Exceed: \$9550.00

PROFESSIONAL SERVICES AGREEMENT

THIS SERVICE AGREEMENT, entered into on this 21st day of May 2024, by and between the CITY OF PARKVILLE, MISSOURI ("City") and MCCLURE ENGINEERING CO., D/B/A MCCLURE ("Service Provider").

WHEREAS, the City requires Engineering Design Services for the Pedestrian Improvements along NW Bell Road between Route 45 and NW Hamilton Street ("Project"); and

WHEREAS, Service Provider was chosen through a qualifications-based selection process and has demonstrated the necessary expertise, experience, and personnel to complete the Project.

NOW THEREFORE, IN CONSIDERATION of the mutual covenants and agreements set forth herein, the parties mutually agree as follows:

I. SCOPE OF SERVICES

- A. The term "Services" when used in this Agreement shall mean any and all engineering services provided by the Service Provider in accordance with this Agreement.
- B. The City agrees to retain Service Provider and Service Provider agrees to perform and complete the Services described in the Exhibit A – Scope of Services and Fees, attached hereto and incorporated by reference.
- C. The City reserves the right to direct revision of the Services at the City's discretion. Service Provider shall advise the City of additional costs and time delays, if any, in performing the revision, before Service Provider performs the revised services.
- D. Service Provider shall provide Additional Services under this Agreement only upon written request of the City and only to the extent defined and required by the City. Any additional services or materials provided by the Service Provider without the City's prior written consent shall be at the Service Provider's own risk, cost, and expense, and Service Provider shall not make a claim for compensation from the City for such work.

II. STANDARD OF CARE

- A. Service Provider shall exercise the same degree of care, skill, and diligence in the performance of all Services to the City that is ordinarily possessed and exercised by reasonable, prudent, and experienced engineering professionals under similar circumstances.
- B. Service Provider represents it has all necessary licenses, permits, knowledge, and certifications required to perform the Services described herein.

III. COMPENSATION

- A. As consideration for providing the Services, the City shall pay Service Provider as follows:
 - a. Services will be billed in incremental amounts upon completion of specified tasks outlined in Exhibit A.
 - b. Service Provider is not eligible for reimbursement for miscellaneous expenses including travel, transportation, postage, etc. except as provided in Exhibit A or as reasonably incurred in connection with the Services.
- B. Service Provider shall submit an itemized invoice to the City on the first day of each month that details the Services that were provided in the month immediately prior, as well as any

other charges or reimbursements to which the Service Provider is entitled by this Agreement. The City agrees to pay the balance of an approved invoice, or undisputed portions of a disputed invoice, within 30 days of the date of receipt by the City. In the event of a dispute, and prior to the invoice's due date, City shall pay the undisputed portion of the invoice and notify Service Provider of the nature of the dispute regarding the balance.

- C. Service Provider shall maintain accounts and records, including personnel, property, and financial records, adequate to identify and account for all costs pertaining to the Agreement and such other records as may be deemed necessary by the City to assure proper accounting for all funds. These records will be made available for audit purposes to the City or any authorized representative, and will be retained for three years after the expiration of this Agreement unless permission to destroy them is granted by the City.

IV. SCHEDULE

- A. Unless otherwise directed by the City, Service Provider shall commence performance of the Services upon execution of this Agreement.
- B. Services shall be completed within the timeframe(s) outlined in Exhibit A – Scope of Services and Fees.
- C. Neither the City nor the Service Provider shall be in default of the Agreement for delays in performance caused by circumstances beyond the reasonable control of the non-performing party.
- D. If Service Provider's performance is delayed due to delays caused by the City, Service Provider shall have no claim against the City for damages or payment adjustment other than an extension of time to perform the Services. Provided, however, a delay by the City beyond 180 days shall give rise to a 15 days' written notice right of termination in favor of Service Provider.

V. LIABILITY AND INDEMNIFICATION

- A. Service Provider shall indemnify, defend and hold harmless the City and its departments, elected officials, officers, employees and agents, from and against all liability, suits, actions, proceedings, judgments, claims, losses, damages, and injuries (including reasonable attorneys' fees and other expenses of litigation, arbitration, mediation or appeal), which in whole or in part arise out of or have been connected with Service Providers' negligence, error, omission, recklessness, or wrongful or criminal conduct in the performance of Services, including performance by Service Provider's or its employees and agents; or arising from any claim for libel, slander, defamation, copyright infringement, invasion of privacy, piracy and/or plagiarism related to any materials Service Provider creates or supplies to the City, except to the extent that such claims arise from materials created or supplied by the City.
- B. Service Provider's obligation to indemnify and hold harmless shall remain in effect and shall be binding on Service Provider whether such injury shall accrue, or may be discovered, before or after termination of this Agreement.

VI. INSURANCE

The Service Provider shall secure and maintain, at its expense, through the duration of this Agreement the insurance described on Exhibit B.

VII. ASSIGNMENT OF AND RESPONSIBILITY FOR PERSONNEL

- A. Service Provider's assignment of personnel to perform the Services shall be subject to the City's oversight and general guidance. The City reserves the right to request qualifications and/or reject service from any and all employees of the Service Provider.
- B. While upon City premises, the Service Provider's employees and agents shall be subject to the City's rules and regulations respecting its property and the conduct of employees thereon.

VIII. OWNERSHIP OF WORK PRODUCT

Service Provider agrees that any documents, materials and work products produced in whole or in part through it under this Agreement, any intellectual property rights of Service Provider therein (collectively the "Works") are intended to be owned by the City, subject to Service Provider's retained right in any documents delivered as instruments of service, and Service Provider shall retain an ownership and property interest therein (including the copyright and the right of reuse at the discretion of Service Provider). Service Provider grants City a limited license to use the documents on the Project, extensions of the Project, and for related uses of City, subject to receipt by Service Provider of full payment due and owing Service Provider under the Agreement for the Services, and subject to the following limitations: (1) City acknowledges that such documents are not intended or represented to be suitable for use on the Project unless completed and signed by Service Provider, or for use or reuse by City or others on extensions of the Project, on any other project, or for any other use or purpose, without written verification by Service Provider; (2) any such use or reuse, or any modification of the documents, without express written completion, verification and/or authorization by Service Provider, as appropriate for the specific purpose intended, will be at City's sole risk.

IX. RELATIONSHIP OF THE PARTIES

- A. Service Provider represents that it has, or will secure at Service Provider's own expense, all personnel required in performing the Services under this Agreement. Such personnel shall not be employees of or have any contractual relationship with the City.
- B. All of the Services required hereunder will be performed by the Service Provider or under Service Provider's supervision, and all personnel engaged in the work shall be fully qualified and shall be authorized or permitted under State and Local law to perform such services.
- C. None of the work or services covered by this Agreement shall be subcontracted without the prior written approval of the City. Any work or services subcontracted hereunder shall be specified by written contract or agreement and shall be subject to each provision of this Agreement.

X. NOTICES

- A. All notices required by this Agreement shall be in writing, and unless otherwise directed by this Agreement, shall be sent to the addresses as set forth in this Section:
- B. Notices sent by Service Provider shall be sent to:

City of Parkville
Attn: Public Works Director
8880 Clark Ave.

Parkville, MO 64152
816-741-7676
dharper@parkvillemo.gov

McClure
Attn: Matt Eblen
1700 Swift St., Suite 100
North Kansas City, MO 64116
913-307-2588
meblen@mcclurevision.com

XI. TERM AND TERMINATION

- A. The effective date of this Agreement shall be the date of execution, when the Agreement is signed by both parties.
- B. The term of this Agreement shall be until the contracted duration has expired or has been terminated/no longer deemed necessary.
- C. Notwithstanding Article XI, Paragraph B, the City reserves the right and may elect to terminate this Agreement at any time, with or without cause, by giving at least ten (10) days written notice to the Service Provider. The City shall compensate Service Provider for the Services that have been completed to the City's satisfaction as of the date of termination at the rates set forth on Exhibit A, or if the appropriate compensation of services performed through the date of termination is not set forth on Exhibit A, on a pro-rata basis determined by the percentage of completion of services as described on Exhibit A. Service Provider shall perform no activities other than reasonable wrap-up activities after receipt of notice of termination.

XII. RESOLUTION OF DISPUTES

- A. City and Service Provider agree that disputes relative to the services and the Project shall first be addressed by negotiations between the parties. Such negotiations shall take place within thirty (30) days of demand by the party seeking resolution of the dispute. If direct negotiations fail to resolve the dispute, the party initiating the claim that is the basis for the dispute shall be free to take such steps as it deems necessary to protect its interests; provided, however, that notwithstanding any such dispute Service Provider shall proceed with the services as per this Agreement as if no dispute existed.
- B. In order to preserve its rights to dispute a matter hereunder, the complaining party must submit a written notice to the other party setting forth the basis for its complaint within twenty (20) calendar days following receipt of the decision of the City Administrator as to such matter or other action on which the dispute is based.
- C. Arbitration of disputes.
 - i. Claims, except those waived as provided for elsewhere in this Agreement, which have not been resolved by the procedures described above, shall be decided by arbitration which, unless the parties mutually agree otherwise, in accordance with the Construction Industry Arbitration Rules of the American Arbitration Association currently in effect at the time of the arbitration. The demand for arbitration shall be filed in writing with the other party to the Agreement and with the American Arbitration Association.

- ii. A demand for arbitration may be made no earlier than concurrently with the filing of a request for mediation, but in no event shall it be made after the date when institution of legal or equitable proceedings based on such Claim would be barred by the applicable statute of limitations.
- iii. An arbitration pursuant to this Section may be joined with an arbitration involving common issues of law or fact between the City or Service Provider and any person or entity with whom the City or Service Provider has a contractual obligation to arbitrate disputes which does not prohibit consolidation or joinder. No other arbitration arising out of or relating to the Agreement shall include, by consolidation, joinder or in any other manner, an additional person or entity not a party to the Agreement or not a party to an agreement with the City, except by written consent containing a specific reference to the Agreement signed by the City and Service Provider and any other person or entities sought to be joined. Consent to arbitration involving an additional person or entity shall not constitute consent to arbitration of any claim, dispute or other matter in question not described in the written consent or with a person or entity not named or described therein. The foregoing agreement to arbitrate and other agreements to arbitrate with an additional person or entity duly consented to by the parties to the Agreement shall be specifically enforceable in accordance with applicable law in any court having jurisdiction thereof.
- iv. Claims and Timely Assertion of Claims. The party filing a notice of demand for arbitration must assert in the demand all Claims then known to that party on which arbitration is permitted to be demanded.
- v. Judgment on Final Award. The award rendered by the arbitrator or arbitrators shall be final, and judgment may be entered upon it in accordance with applicable law in any court having jurisdiction thereof.

XIII. MISCELLANEOUS PROVISIONS

- A. Governing Law. This Agreement shall be governed and construed in accordance with the laws of the State of Missouri.
- B. Assignability. Service Provider shall not assign any interest on this Agreement, and shall not transfer any interest in the same (whether by assignment or invitation), without the prior written consent of the City thereto. Provided, however, that the claims for money by Service Provider from the City under this Agreement may be assigned to a bank, trust company, or other financial institution without such approval. Written notice of any such assignment or transfer shall be furnished promptly to the City.
- C. Media Announcements. Service Provider shall not be authorized to make statements to the media or otherwise on behalf of the City without express direction and consent of the City.
- D. Compliance with Local Laws. Service provider shall comply with all applicable laws, ordinances, and codes of the State and local governments, and shall save the City harmless with respect to any damages arising from any tort done in performing any of the work embraced by this Agreement.
- E. Equal Employment Opportunity. During the performance of this Agreement, Service Provider agrees as follows:
 - i. Service Provider will not discriminate against any employee or applicant for employment because of race, creed, color, national origin, religion, or sex. Service

Provider will take affirmative action to ensure that applicants are employed, and that employees are treated during employment, without regard to their race, creed, color, national origin, religion, or sex. Such action shall include, but not be limited to, employment, upgrading, demotion, or transfer; recruitment or recruitment advertising; layoff or termination; rates of pay or other forms of compensation; and selection for training, including apprenticeship.

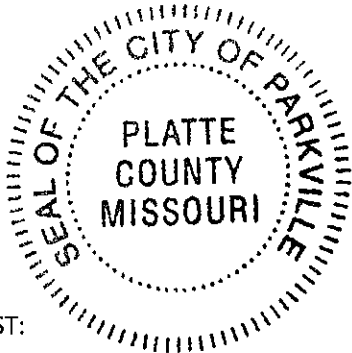
- ii. Service Provider will, in all solicitation or advertisements for employees placed by or on behalf of Service Provider, state that all qualified applicants will receive consideration for employment without regard to race, creed, color, national origin, religion, or sex.
 - iii. Service Provider will cause the foregoing provisions to be inserted in all subcontracts for any work covered by this Agreement so that provisions will be binding upon each subcontractor, provided that the foregoing provisions shall not apply to contracts or subcontracts for standard commercial supplies or raw materials.
- F. Authorized Employees. Service Provider acknowledges that Section 285.530, RSMo, prohibits any business entity or employer from knowingly employing, hiring for employment, or continuing to employ an unauthorized alien to perform work within the State of Missouri. Service Provider therefore covenants that it will not knowingly be in violation of subsection 1 of Section 285.530, RSMo, and that it will not knowingly employ, hire for employment, or continue to employ any unauthorized aliens to perform Services related to this Agreement, and that its employees can lawfully to work in the United States.
- G. Interest of Members of a City. No member of the governing body of the City and no other officer, employee, or agent of the City who exercises any functions or responsibilities in connection with the planning and carrying out of this Agreement, shall have any personal financial interest, direct or indirect, in this Agreement, and Service Provider shall take appropriate steps to assure compliance.
- H. Interest of Service Provider and Employees. Service Provider covenants that he/she presently has no interest and shall not acquire interest, direct or indirect, in the scope of work associated with this Agreement or any other interest which would conflict in any manner or degree with the performance of his/her services hereunder. Service Provider further covenants that in the performance of this Agreement, no person having any such interest shall be employed.
- I. Entire Agreement. This Agreement represents the entire Agreement and understanding between the parties, and this Agreement supersedes any prior negotiations, proposals, or agreements. Unless otherwise provided in this Agreement, any amendment to this Agreement shall be in writing and shall be signed by the City and Service Provider, and attached hereto.
- J. Severability. If any part, term or provision of this Agreement, or any attachments or amendments hereto, is declared invalid, void, or enforceable, all remaining parts, terms, and provisions shall remain in full force and effect.
- K. Waiver. The failure of either party to require performance of this Agreement shall not affect such party's right to enforce the same. A waiver by either party of any provision of

breach of this Agreement shall be in writing. A written waiver shall not affect the waiving party's rights with respect to any other provision or breach.

- L. Third Parties. The Services to be performed by the Service Provider are intended solely for the benefit for the City. Nothing contained herein shall create a contractual relationship with, or any rights in favor of, any person or entity not a signatory to this Agreement.

IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be duly executed as of the date first above written.

CITY OF PARKVILLE, MISSOURI



DocuSigned by:
 By: Dean Katerndahl
 E25A1DPOF24P41E...
 Dean Katerndahl, Mayor

ATTEST:

McClure Engineering Co.

DocuSigned by:
Melissa McChesney
 CAD43BCB62CE40D...
 Melissa McChesney, City Clerk

Matt Eblen
 Matt Eblen, its Project Manager

EXHIBIT A

SCOPE OF WORK

PRELIMINARY DESIGN

1. Preliminary Design—Includes site walk of the potential sidewalk alignments from Hwy 45 (64th Street) to NW Hamilton Street (~4,700' of trail). Also includes initial alignment of sidewalk, initial plan & profile and cross sections; as well as, an initial cost estimate to review with City Staff at the conclusion of design.
2. Survey (Field and Office)—Includes field & office survey of the area noted in the attached 'Survey Limits' schematic. Also includes utilities as located by One-Call or as-builts created by utility companies and property corners & boundary lines. Deliverable will be an AutoCAD file from which the sidewalk can be designed.

NOTE: City to provide Title Work for all properties along the survey area.

3. Public Engagement—Includes time for an Open House to initially discuss the project with Parkville residents. Also includes time to discuss the project with residents adjacent to the sidewalk as well as providing an analysis/synopsis of initial findings from both the Open House and meetings with adjacent residents.
4. Project Management—Includes time to administer the project during this phase.
5. Meetings—Includes meetings during Preliminary Design Phase (bi-weekly progress meetings and additional meetings necessary during this phase)

Right-of-Way (ROW) Design

1. Utility Coordination—Providing initial layout of preferred alignment to utilities (this will be done at the beginning of ROW design, City to provide list of all known utilities within City Limits), and beginning the coordination process for getting the utilities moved. One (1) utility meeting will be held with all utilities. Deliverable will be a sign-in sheet and minutes of the utility meeting; as well as, a spreadsheet showing all contacts with all of the utilities, and logging which utilities are or are not impacted.

NOTE: Initial solutions for reconciling conflicts will be discussed, but conflicts will not be finalized until the Final Design or PS&E phase.

2. ROW Plan Sheets—Includes enhancement of the plans created in Preliminary Design. Specifically, the grading limits for the project (which is needed for the exhibits and legal descriptions that are required at this stage of design); as well as, an updated cost estimate to review with City Staff at the conclusion of design. Also includes plan sheets depicting any ROW 'takings' (defined as new ROW, permanent or temporary easement by MoDOT).
3. Survey (Exhibits & Legals)—Providing Exhibit drawings and legal descriptions documenting any permanent or temporary easements needed to build the project. Deliverable will be a PDF of both the exhibit and legal description for each property where easements are needed.

NOTE: Initial review shows 26 properties along the east side of Bell Road and 25 properties on the west side of Bell Road. (It is anticipated that 25 legals would be required)

4. Project Management—Includes time to administer the project during this phase.
5. Meetings—Includes meetings during ROW Design Phase (bi-weekly progress meetings and additional meetings necessary during this phase)
6. Environmental Clearance—Includes obtaining any of the following permits: 106 (cultural resources), Threatened & Endangered species, 404 Permit (if necessary), Cultural Resource Survey (if necessary), Farmland (not anticipated), Floodplain (not anticipated), Land Disturbance/Stormwater (if disturbing > 1 ac, pending design), Socioeconomic Impact (impacts to residents & businesses during construction...no displacement, but new ROW & Temp. Easements could impact in short-term), Migratory Birds, Hazardous Waste (lead & asbestos testing, not anticipated), Noise Impacts, Public Land Impact (Associated with ROW & Easements).

(NOTE 1: "if necessary" is dependent on MoDOT's review process during approval)

(NOTE 2: All items in #6 above won't be fully known until MoDOT's "Request for Environmental Review" (RER) Process has begun—this process starts in the Preliminary Design Phase, but all environmental clearances must be obtained before the ROW phase is completed)

Plans, Specs & Estimate (PS&E) Design

1. Utility Coordination—Providing continued coordination for tracking utility relocations to reconcile conflicts. Deliverable will be an updated spreadsheet showing all contacts with all of the utilities, and logging which utilities are listed as still in conflict or are not impacted / have been relocated.
2. Final Plan Sheets—Includes adding final plan sheets and updating existing plan sheets from the Preliminary & ROW Plan sets to make a "construction ready" based on the following breakdown: construction callout notes (throughout), ADA ramp and driveway details, retaining wall plans & details (if necessary), storm sewer plan & profile, drainage area map and storm sewer calculations,

traffic control plans & details, erosion control plans & details. The plans will supplement the existing preliminary plan package and include color-coded sheets from the ROW Phase) showing taking by property owner. An updated cost estimate will also be provided for review with City Staff at the conclusion of design.

3. Specifications—Providing Technical Specifications that will work in tandem with the City's preferred Front End specifications to create a Project Manual to work in tandem with the Final Plans to construct the project. It is assumed the specifications set forth by the Kansas City Chapter of the American Public Works Association (KC-APWA) will be used as the basis for technical specifications. Deliverable will be a complete set of Technical Specifications and a Bid Form to include in the Front End specifications.
4. Public Engagement—Includes time for another Open House to discuss the final plans with Parkville residents. Also includes time to discuss the project with residents adjacent to the sidewalk as well as providing an analysis/synopsis of initial findings from both the Open House and meetings with adjacent residents.

NOTE: It is preferred that all easements be procured prior to the Open House discussing the final plans with the Parkville residents.

5. Project Management—Includes time to administer the project during this phase.
6. Meetings— Includes meetings during PS&E Phase (bi-weekly progress meetings and additional meetings necessary during this phase).

Bidding—Includes assistance with the pre-bid meeting, answering bidder questions, preparing addenda, create bid tabulation & providing Recommendation of Award to lowest and best bid to City Staff.

Construction Services—Providing services on an as-needed basis that include, but not be limited to: contractor submittal reviews and approvals, answering questions and making up to five (5) visits to the site during construction and performing one (1) punch list at the end of construction.

NOTE: Full- or Part-Time Construction Observation, if desired by the City, will be negotiated at a later date.

Any item not specifically noted in the scope above is excluded from the work to be performed.

FEES

Bell Road Pedestrian Improvements project	
Preliminary Design	
1. Preliminary Design	\$19,260
2. Survey (Field & Office)	\$24,110
3. Public Engagement	\$8,085
4. Project Management	\$1,480
5. Meetings	\$1,240
Total	\$54,175
Right-of-Way (ROW) Design	
1. Utility Coordination	\$5,960
2. ROW Plan Sheets	\$25,460
3. Survey (Exhibits & Legals)	\$23,813
4. Project Management	\$2,960
5. Meetings	\$1,240
6. Environmental Clearance	\$6,440
Total	\$65,873
Plans, Specs & Estimate (PS&E) Design	
1. Utility Coordination	\$3,480
2. Final Plan Sheets	\$29,440
3. Specifications	\$9,900
4. Public Engagement	\$8,085
5. Project Management	\$2,960
6. Meetings	\$2,480
Total	\$56,345
Bidding*	
Total	\$3,600
Construction Services**	
Total	\$6,200
Expenses	
Total	\$1,500
All Services	
Grand Total	\$187,693

**CITY OF PARKVILLE
Policy Report**

Date: August 8, 2025

Prepared By:

Chris Ashley, Parks & Recreation Project
Manager

Reviewed By:

Alexa Barton, City Administrator

ISSUE:

Approve Change Order No. 9 to the construction contract with E.L. Crawford Construction. Inc. for the Farmers Market Project (Parks)

BACKGROUND:

Change Order Summary – Extension of Time (No Cost)

Under the original contract, the Contractor received a Notice to Proceed on December 19, 2024. Since then, several extensions of time have been granted due to work change orders, inclement weather, and material delays.

With the Farmers Market now open, the Contractor was scheduled to begin streetscaping work in the city parking lots located between East Street and Main Street. However, due to the upcoming Parkville Days event scheduled for August 22–24, 2025, and the arrival of the carnival for setup on August 17, 2025 (departing August 25, 2025), the City has directed that no work be performed in this area during that period.

As a result, the Contractor has requested an additional 55 calendar day extension for the west parking area streetscaping. This request is formalized in the proposed change order, which extends the Contract Time by 55 days. The revised Substantial Completion date is now October 10, 2025.

This change order does not alter the project cost.

STRATEGIC GOAL(S):

- Infrastructure and Public Facilities
- Quality Development
- Parks and Recreation

BUDGET IMPACT:

There is no impact on the budget. This Change Order does not increase the project cost.

ALTERNATIVES:

1. Approve a resolution approving Change Order No. 9 with E.L.Crawford Construction for the Farmers Market Project.
2. Approve the item, subject to changes.
3. Do not approve the item.

4. Postpone the item

FINANCE COMMITTEE RECOMMENDATION:

The item was not presented to the Finance Committee, but is being taken directly to the Board of Aldermen for consideration.

STAFF RECOMMENDATION:

Staff recommends approval.

POLICY:

The Purchasing Policy, Resolution No. 23-016, requires Board of Aldermen approval for all expenses above \$50,000, upon recommendation of the Finance Committee. All change orders related to the agreement with E.L. Crawford for this project also require Board approval.

SUGGESTED MOTION:

I move to recommend the Board of Aldermen approve a resolution to approve Change Order No. 9 to the construction contract with E.L. Crawford Construction Inc. for the Farmers Market Project and to authorize the city administrator to execute said change order on behalf of the City.

ATTACHMENTS:

1. Draft Resolution
2. Change Order No. 9



**CITY OF PARKVILLE, MO.
RESOLUTION No. 25-XXX**

A RESOLUTION APPROVING CHANGE ORDER NO. 9 TO THE CONSTRUCTION CONTRACT WITH E.L. CRAWFORD CONSTRUCTION, INC., FOR THE FARMERS' MARKET PROJECT AND AUTHORIZING THE CITY ADMINISTRATOR TO EXECUTE SAID CHANGE ORDER ON BEHALF OF THE CITY

WHEREAS, the City of Parkville has a Construction Contract with E.L. Crawford Construction, Inc. for the Farmers' Market Project; and

WHEREAS, the Construction Contract provides for Substantial Completion by August 15, 2025, and E.L. Crawford has requested a 55-day extension of the Contract Time; and

WHEREAS, the attached Change Order No. 9 to the Construction Contract extends the Contract Time by 55 days, for a revised Substantial Completion date of October 10, 2025.

NOW, THEREFORE, BE IT RESOLVED BY THE BOARD OF ALDERMEN OF THE CITY OF PARKVILLE, MISSOURI, that Change Order No. 9 to the Construction Contract between the City of Parkville and E.L. Crawford Construction, Inc. a copy of which is attached to this Resolution as Exhibit A, is hereby approved, and the City Administrator is hereby authorized to execute said Change Order on behalf of the City in substantially the same form as attached hereto.

IN TESTIMONY WHEREOF, I have hereunto set my hand, in the City of Parkville this 19th day of August 2025.

Mayor Dean Katerndahl

ATTEST:

City Clerk Melissa McChesney

EXHIBIT A – CHANGE ORDER NO. 9

Change Order 9

PROJECT (*Name and address*):
Parkville Farmers Market

CHANGE ORDER NUMBER: 9
DATE:

TO CONTRACTOR (*Name and Address*):
E.L. Crawford Construction, Inc.
1502 Frederick Ave., St. Joseph, MO 64501

PROJECT NO.: _____
CONTRACT DATE: 11/19/2024

THE CONTRACTOR IS CHANGED AS FOLLOWS:

The original Contract Sum was	\$ 1,512,809.00
The net change by previously authorized Change Orders	\$ 258,941.00
The Contract Sum prior to this Change Order was	\$ 1,771,750.00
The Contract Sum will be unchanged by this Change Order in the amount of	\$ 0.00
The new Contract Sum including this Change Order will be	\$ 1,771,750.00

The Contract Time will be increased by sixty (55) days.
The date of Substantial Completion as of the date of this Change Order therefore is
October 10, 2025.

This Change Order represents a complete and final resolution of all matters concerning or arising out of the work described in the Change Order, including any impact, delay, disruption and/or acceleration of work unless specifically identified herein.

NOT VALID UNTIL SIGNED BY THE CONTRACTOR AND OWNER.

E.L. CRAWFORD
CONTRACTOR (*Firm name*)

CITY OF PARKVILLE
OWNER (*Firm Name*)

1502 Frederick Ave., St. Joseph, MO 64501
ADDRESS

8880 Clark Ave., Parkville, MO 64152
ADDRESS

BY (*Signature*)

BY (*Signature*)

Eric Moore
(Typed name)

Alexa Barton, City Administrator
(Typed name)

DATE

DATE

ITEM 4.A.

For 8/11/2025

Board of Aldermen - Finance Committee Meeting

CITY OF PARKVILLE

Policy Report

Date: August 5, 2025

Prepared By:
Bryan Kidney, Deputy City Administrator

Reviewed By:
Alexa Barton, City Administrator

ISSUE:

Present the draft audited financial statements and required auditor communications report for fiscal year 2024 (Administration)

BACKGROUND:

The City contracts with Hood and Associates, CPAs to conduct the annual audit of the City's financial statements. The 2024 audit is complete. Mr. Michael Keenan will review the reports and required communication at the meeting.

STRATEGIC GOAL(S):

Operational Excellence

BUDGET IMPACT:

There is no cost associated with the presentation.

ALTERNATIVES:

1. Review the audited financial statements and required communications for the fiscal year ended December 31, 2024, and recommend approval by the Board of Aldermen.
2. Postpone the item.

STAFF RECOMMENDATION:

Accept the audited financial statements and required communications for the fiscal year ended December 31, 2024

POLICY:

Section 143.010 of the Parkville Municipal Code states that the Finance Committee shall review and comment on the annual audit prior to the presentation to the Board of Aldermen.

SUGGESTED MOTION:

As this is a non-action item, no motion is necessary.

ATTACHMENTS:

1. Draft 2024 Audit Report
2. Required Communications - 2024 Draft Audit

Draft - Subject of Change

City of Parkville, Missouri

Basic Financial Statements With Independent Auditor's Report

For the Year Ended
December 31, 2024

Draft - Subject of Change

CITY OF PARKVILLE, MISSOURI

TABLE OF CONTENTS

	<u>Page</u>
Independent Auditor's Report	1-3
Management's Discussion and Analysis	4-11
Basic Financial Statements:	
	<u>Exhibit</u>
Government-wide Financial Statements:	
Statement of Net Position	A 12
Statement of Activities	B 13
Fund Financial Statements:	
Balance Sheet – Governmental Funds	C 14
Reconciliation of the Balance Sheet - Governmental Funds to the Statement of Net Position	15
Statement of Revenues, Expenditures and Changes in Fund Balances - Governmental Funds	D 16
Reconciliation of the Statement of Revenues, Expenditures and Changes in Fund Balances – Governmental Funds to the Statement of Activities	17
Statement of Net position – Proprietary Fund	E 18
Statement of Revenues, Expenses and Changes in Fund Net Position – Proprietary Fund	F 19
Statement of Cash Flows - Proprietary Fund	G 20
Statement of Fiduciary Net Position – Fiduciary Fund	H 21
Statement of Changes in Fiduciary Net Position – Fiduciary Fund	I 22
Notes to the Basic Financial Statements	23-48
	<u>Schedule</u> <u>Page</u>
Required Supplementary Information:	
Schedule of Revenues, Expenditures and Changes in Fund Balances – Budget and Actual – General Fund	1 49
Schedule of Revenues, Expenditures and Changes in Fund Balances – Budget and Actual – Transportation Sales Tax Fund	2 50
Schedule of Revenues, Expenditures and Changes in Fund Balances – Budget and Actual – Park Sales Tax Fund	3 51
Schedule of Revenues, Expenditures and Changes in Fund Balances – Budget and Actual – Park Sales Tax Fund	4 52
Notes to Required Supplementary Information	53
Schedule of Changes in Net Pension Liability and Related Ratios	5 54
Schedule of Employer Contributions	6 55

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CITY OF PARKVILLE, MISSOURI

TABLE OF CONTENTS, Continued

	<u>Schedule</u>	<u>Page</u>
Other Supplementary Information		
Combining and Individual Fund Statements and Schedules:		
Combining Balance Sheet – General Fund	7	56
Combining Statement of Revenues, Expenditures and Changes in Fund Balances – General Fund	8	57
Combining Balance Sheet – Debt Service Funds	9	58
Combining Statement of Revenues, Expenditures and Changes in Fund Balances – Debt Service Funds	10	59
Combining Balance Sheet – Non-major Governmental Funds	11	60-61
Combining Statement of Revenues, Expenditures and Changes in Fund Balances – Non-major Governmental Funds	12	62-63
Combining Balance Sheet – Creekside Development Funds	13	64
Combining Statement of Revenues, Expenditures and Changes in Fund Balances – Creekside Development Funds	14	65
Schedules of Revenues, Expenditures and Changes in Fund Balances – Budget and Actual –		
Debt Service Funds	15	66
Economic Development Fund	16	67
Use Tax Fund	17	68
Nature Sanctuary Fund	18	69
Veterans Memorial Fund	19	70
ARPA Fund	20	71
Fewson Fund	21	72

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INDEPENDENT AUDITOR'S REPORT

To the Honorable Mayor and
Board of Aldermen
City of Parkville, Missouri

Report on the Financial Statements

Opinions

We have audited the accompanying financial statements of the governmental activities, the business-type activities, each major fund, and the aggregate remaining fund information of the City of Parkville, Missouri (the City), as of and for the year ended December 31, 2024, and the related notes to the financial statements, which collectively comprise the City's basic financial statements as listed in the table of contents.

In our opinion, based on our audit and the report of other auditors, the financial statements referred to above present fairly, in all material respects, the respective financial position of the governmental activities, the business-type activities, the aggregate discretely presented component units, each major fund, and the aggregate remaining fund information of the City, as of December 31, 2024, and the respective changes in financial position, and, where applicable, cash flows thereof for the year then ended in conformity with accounting principles generally accepted in the United States of America.

Basis for Opinions

We conducted our audit in accordance with auditing standards generally accepted in the United States of America and the standards applicable to financial audits contained in *Government Auditing Standards*, issued by the Comptroller General of the United States of America. Our responsibilities under those standards are further described in the Auditor's Responsibilities for the Audit of the Financial Statements section of our report. We are required to be independent of the City of Parkville, Missouri and to meet our other ethical responsibilities in accordance with the relevant ethical requirements relating to our audit. We believe that the audit evidence we have obtained is sufficient and appropriate to provide a basis for our audit opinion.

Responsibilities of Management for the Financial Statements

Management is responsible for the preparation and fair presentation of these financial statements in accordance with accounting principles generally accepted in the United States of America; this includes the design, implementation, and maintenance of internal control relevant to the preparation and fair presentation of financial statements that are free from material misstatement, whether due to fraud or error.

In preparing the financial statements, management is required to evaluate whether there are conditions or events, considered in the aggregate, that raise substantial doubt about the City of Parkville, Missouri's ability to continue as a going concern within one year after the date that the financial statements are available to be issued.

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Auditor's Responsibilities for the Audit of the Financial Statements

Our objectives are to obtain reasonable assurance about whether the financial statements as a whole are free from material misstatement, whether due to fraud or error, and to issue an auditor's report that includes our opinion. Reasonable assurance is a high level of assurance but is not absolute assurance and therefore is not a guarantee that an audit conducted in accordance with generally accepted auditing standards and Government Auditing Standards will always detect a material misstatement when it exists. The risk of not detecting a material misstatement resulting from fraud is higher than for one resulting from error, as fraud may involve collusion, forgery, intentional omissions, misrepresentations, or the override of internal control. Misstatements, including omissions, are considered material if there is a substantial likelihood that, individually or in the aggregate, they would influence the judgment made by a reasonable user based on the financial statements.

In performing an audit in accordance with generally accepted auditing standards, we:

- Exercise professional judgment and maintain professional skepticism throughout the audit.
- Identify and assess the risks of material misstatement of the financial statements, whether due to fraud or error, and design and perform audit procedures responsive to those risks. Such procedures include examining, on a test basis, evidence regarding the amounts and disclosures in the financial statements.
- Obtain an understanding of internal control relevant to the audit in order to design audit procedures that are appropriate in the circumstances, but not for the purpose of expressing an opinion on the effectiveness of the City of Parkville, Missouri's internal control. Accordingly, no such opinion is expressed.
- Evaluate the appropriateness of accounting policies used and the reasonableness of significant accounting estimates made by management, as well as evaluate the overall presentation of the financial statements.
- Conclude whether, in our judgment, there are conditions or events, considered in the aggregate, that raise substantial doubt about the City of Parkville, Missouri's ability to continue as a going concern for a reasonable period of time.

We are required to communicate with those charged with governance regarding, among other matters, the planned scope and timing of the audit, significant audit findings, and certain internal control related matters that we identified during the audit.

Required Supplementary Information

Accounting principles generally accepted in the United States of America require that the management's discussion and analysis and required supplementary information listed in the table of contents be presented to supplement the basic financial statements. Such information, although not a part of the basic financial statements, is required by the Governmental Accounting Standards Board, who considers it to be an essential part of financial reporting for placing the basic financial statements in an appropriate operational, economic, or historical context. We have applied certain limited procedures to the required supplementary information in accordance with auditing standards generally accepted in the United States of America, which consisted of inquiries of management about the methods of preparing the information and comparing the information for consistency with management's responses to our inquiries, the basic financial statements, and other knowledge we obtained during our audit of the basic financial statements. We do not express an opinion or provide any assurance on the information because the limited procedures do not provide us with sufficient evidence to express an opinion or provide any assurance.

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Other Information

Our audit was conducted for the purpose of forming opinions on the financial statements that collectively comprise the City's basic financial statements. The introductory section, combining and individual nonmajor fund financial statements and schedules, and statistical section are presented for purposes of additional analysis and are not a required part of the basic financial statements.

The combining and individual nonmajor fund financial statements and schedules are the responsibility of management and were derived from and related directly to the underlying accounting and other records used to prepare the basic financial statements. Such information has been subjected to the auditing procedures applied in the audit of the basic financial statements and certain additional procedures, including comparing and reconciling such information directly to the underlying accounting and other records used to prepare the basic financial statements or to the basic financial statements themselves, and other additional procedures in accordance with auditing standards generally accepted in the United States of America. In our opinion, the combining and individual nonmajor fund financial statements and schedules are fairly stated in all material respects in relation to the basic financial statements as a whole.

The introductory and statistical sections have not been subjected to the auditing procedures applied in the audit of the basic financial statements and, accordingly, we do not express an opinion or provide any assurance on them.

Other Reporting Required by Government Auditing Standards

In accordance with Government Auditing Standards, we have also issued our report dated August XX, 2025 on our consideration of the City's internal control over financial reporting and on our tests of its compliance with certain provisions of laws, regulations, contracts, grant agreements and other matters. The purpose of that report is to describe the scope of our testing of internal control over financial reporting and compliance and the results of that testing, and not to provide an opinion on internal control over financial reporting or on compliance. That report is an integral part of an audit performed in accordance with *Government Auditing Standards* in considering the City's internal control over financial reporting and compliance.

Hood & Associates CPAs PC

Kansas City, Missouri
August XX, 2025

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CITY OF PARKVILLE, MISSOURI MANAGEMENT'S DISCUSSION AND ANALYSIS December 31, 2024

As management of the City of Parkville (the City), we offer readers of the City's financial statements this narrative overview and analysis of the financial activities of the City for the year ended December 31, 2024. We encourage readers to consider the information presented here in conjunction with the basic financial statements and the accompanying notes to those basic financial statements.

Financial Highlights

1. The assets and deferred outflows of the City of Parkville exceeded its liabilities and deferred inflows at the close of the year by \$28,957,788 (net position), an increase of \$5,550,877 over the prior year.
2. As of the close of the current year, the City's governmental funds showed a combined ending fund balance of \$11,608,657, an increase of \$3,634,640 from the prior year.
3. Both of these highlights are due to an increase in the City's cash position in special revenue funds. The increases were the result of having a full year of public safety sales tax receipts that started in October of 2023. In addition, implementation of the new use tax and marijuana tax collections started in 2024.

Overview of the Financial Statements

This discussion and analysis is intended to serve as an introduction to the City's basic financial statements. The City's basic financial statements are comprised of three components: government-wide financial statements, fund financial statements, and notes to the basic financial statements. This report also contains required and other supplementary information in addition to the basic financial statements.

Reporting the City as a Whole

Our analysis of the City as a whole begins on page 6. One of the most important questions asked about the City's finances is, "Is the City as a whole better off or worse off as a result of the year's activities?" The Statement of Net Position and the Statement of Activities reports information about the City as a whole and its activities in a way that helps answer this question. These statements include all assets, deferred outflows, liabilities, and deferred inflows using the accrual basis of accounting, which is similar to the accounting used by most private-sector companies. All of the current year's revenues and expenses are considered regardless of when cash is received or paid.

The Statement of Net Position and the Statement of Activities report the City's net position and changes in it. You can think of the City's net position—the difference between assets and deferred outflows less liabilities and deferred inflows—as one way to measure the City's financial health, or financial position. Over time, increases or decreases in the City's net position are one indicator of whether its financial health is improving or deteriorating. You will need to consider other non-financial factors, however, such as changes in the City's property tax base and the condition of the City's roads, to assess the overall health of the City.

To aid in the understanding of the Statement of Activities, some additional explanation is given. Of particular interest is that the format is significantly different than a typical Statement of Revenues, Expenses, and Changes in Fund Balance. You will notice that expenses are listed in the first column with revenues from that particular program reported to the right. The result is a Net (Expense)/Revenue. The reason for this kind of format is to highlight the relative net financial costs of each of the functions on the City's taxpayers. It also identifies how much each function draws from the general revenues or if it is self-financing through fees and grants.

In the Statement of Net Position and the Statement of Activities, we divide the City into two kinds of activities:

Governmental activities—Most of the City's basic services are reported here, including general government, public safety, public works, parks and recreation, and community development. Taxes, (sales, property, and franchise) charges for services, fines, and state and federal grants finance most of these activities.

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CITY OF PARKVILLE, MISSOURI MANAGEMENT'S DISCUSSION AND ANALYSIS December 31, 2024

Business-type activities—The City charges a fee to customers to help it cover all or most of the cost of certain services it provides. The City's sanitary sewer fund activities are reported here.

Reporting the City's Most Significant Funds - Fund Financial Statements

The fund financial statements begin on page 14 and provide detailed information about the most significant funds—not the City as a whole. Some funds are required to be established by State law and by bond covenants. The City establishes other funds to help it control and manage money for particular purposes. The City uses three types of funds to manage its resources: governmental, proprietary, and agency funds. A fund is a fiscal entity with a set of self-balancing accounts recording financial resources, together with all related liabilities and residual equities and balances, and the changes therein. These accounting entities are separated for the purpose of carrying on specific activities or attaining certain objectives in accordance with regulations, restrictions, or limitations.

Governmental funds—Most of the City's basic services are reported in governmental funds, which focus on how money flows into and out of those funds and the balances left at year-end that are available for spending. These funds are reported using an accounting method called modified accrual accounting, which measures cash and all other financial assets that can readily be converted to cash. The governmental fund statements provide a detailed short-term view of the City's general government operations and the basic services it provides. Governmental fund information helps you determine whether there are more or fewer financial resources that can be spent in the near future to finance the City's programs. We describe the relationship (or differences) between governmental activities (reported in the Statement of Net Position and the Statement of Activities) and governmental funds in the reconciliation following the fund financial statements.

Proprietary funds—When the City charges customers for the services it provides, these services are generally reported in proprietary funds. Proprietary funds are reported in the same way that all activities are reported in the Statement of Net Position and the Statement of Activities. In fact, the City's sewer enterprise fund is the same as the business-type activities we report in the government-wide statements but provides more detail and additional information, such as cash flows.

Fiduciary Funds—Fiduciary funds are used to account for resources held for the benefit of parties outside the government. Fiduciary funds are not reflected in the government-wide financial statements since the resources of those funds are not available to support the City's operations. The accounting used for fiduciary funds is much like that used for proprietary funds.

Notes to the Basic Financial Statements

The notes provide additional information that is essential to a full understanding of the data provided in the government-wide and fund financial statements.

Other Information

In addition to the basic financial statements and accompanying notes, this report also contain certain *required supplemental information* that further explains and supports the information in the financial statements. This report also contains *other supplementary information* that provides certain combining and individual fund statements and schedules.

Draft - Subject of Change

**CITY OF PARKVILLE, MISSOURI
MANAGEMENT'S DISCUSSION AND ANALYSIS
December 31, 2024**

Government-Wide Financial Analysis

Our analysis below focuses on net position (Figure 1) and changes in net position (Figure 2) of the governmental and business-type activities.

Figure 1 – Statement of Net Position

	Governmental		Business-type		Total	
	Activities		Activities			
	2024	2023	2024	2023	2024	2023
Current and other assets	\$ 21,002,732	\$ 16,269,940	\$ 435,741	\$ 962,141	\$ 21,438,473	\$ 17,232,081
Capital assets	16,922,068	15,382,457	3,914,940	3,397,125	20,837,008	18,779,582
Total assets	<u>37,924,800</u>	<u>31,652,397</u>	<u>4,350,681</u>	<u>4,359,266</u>	<u>42,275,481</u>	<u>36,011,663</u>
Deferred amount on refunding	6,424	9,391	-	-	6,424	9,391
Deferred outflow s - pension	936,827	464,376	-	-	936,827	464,376
Total deferred outflow s of resources	<u>943,251</u>	<u>473,767</u>	<u>-</u>	<u>-</u>	<u>943,251</u>	<u>473,767</u>
Long-term debt	10,559,984	10,615,071	30,000	200,000	10,589,984	10,815,071
Other liabilities	2,117,802	1,011,738	181,600	168,894	2,299,402	1,180,632
Total liabilities	<u>12,677,786</u>	<u>11,626,809</u>	<u>211,600</u>	<u>368,894</u>	<u>12,889,386</u>	<u>11,995,703</u>
Deferred inflow - leases	281,250	303,024	-	-	281,250	303,024
Deferred inflow - property taxes	766,599	383,134	-	-	766,599	383,134
Deferred inflow - pension	130,353	182,209	-	-	130,353	182,209
Deferred amount on refunding	193,356	214,449	-	-	193,356	214,449
Total deferred inflow s of resources	<u>1,371,558</u>	<u>1,082,816</u>	<u>-</u>	<u>-</u>	<u>1,371,558</u>	<u>1,082,816</u>
Net position:						
Net investment in capital assets	13,447,833	11,674,263	3,884,940	3,197,125	17,332,773	14,871,388
Restricted	6,900,393	4,098,432	33,943	174,531	6,934,336	4,272,963
Unrestricted	4,470,481	3,643,844	220,198	618,716	4,690,679	4,262,560
Total net position	<u>\$ 24,818,707</u>	<u>\$ 19,416,539</u>	<u>\$ 4,139,081</u>	<u>\$ 3,990,372</u>	<u>\$ 28,957,788</u>	<u>\$ 23,406,911</u>

Net position may serve over time as a useful indicator of a government's financial position. The City of Parkville's assets and deferred outflows exceeded liabilities and deferred inflows by \$28,957,788 at the close of the year ended December 31, 2024.

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CITY OF PARKVILLE, MISSOURI MANAGEMENT'S DISCUSSION AND ANALYSIS December 31, 2024

Figure 2 – Statement of Changes in Net Position

	Governmental		Business-type		Total	
	Activities	Activities	Activities	Activities	2024	2023
	2024	2023	2024	2023	2024	2023
Revenues:						
Program revenues:						
Charges for services	\$ 1,195,259	\$ 916,052	\$ 1,727,788	\$ 1,812,552	\$ 2,923,047	\$ 2,728,604
Operating grants and contributions	801,066	419,916	-	-	801,066	419,916
Capital grants and contributions	3,761,966	1,562,104	286,902	16,339	4,048,868	1,578,443
General revenues:						
Property taxes	2,996,774	2,481,166	-	-	2,996,774	2,481,166
Sales taxes	7,204,905	4,583,760	-	-	7,204,905	4,583,760
Franchise taxes	937,859	960,584	-	-	937,859	960,584
Intergovernmental activity taxes	266,474	282,716	-	-	266,474	282,716
Other taxes	149,347	108,586	-	-	149,347	108,586
Gain on sale of assets	36,440	-	-	-	36,440	-
Interest and other	307,440	150,268	15,377	62,737	322,817	213,005
Total revenues	17,657,530	11,465,152	2,030,067	1,891,628	19,687,597	13,356,780
Expenses:						
General government	3,169,354	1,956,982	-	-	3,169,354	1,956,982
Public safety	2,125,685	1,996,239	-	-	2,125,685	1,996,239
Public works	2,376,147	2,163,305	-	-	2,376,147	2,163,305
Parks and recreation	1,127,092	1,037,419	-	-	1,127,092	1,037,419
Community development	3,311,474	2,595,387	-	-	3,311,474	2,595,387
Interest on long-term debt	145,610	142,924	-	-	145,610	142,924
Sewer	-	-	1,881,358	2,047,704	1,881,358	2,047,704
Total expenses	12,255,362	9,892,256	1,881,358	2,047,704	14,136,720	11,939,960
Change in net position	5,402,168	1,572,896	148,709	(156,076)	5,550,877	1,416,820
Net position, beginning	19,416,539	17,843,643	3,990,372	4,146,448	23,406,911	21,990,091
Net position, ending	\$ 24,818,707	\$ 19,416,539	\$ 4,139,081	\$ 3,990,372	\$ 28,957,788	\$ 23,406,911

The City's net position increased \$5,550,877 during the 2024 fiscal year. Of the total, governmental activities net position increased \$5,402,168 and business-type activities net position increased by \$148,709. Total 2024 governmental revenues increased \$6,192,378 from 2023 due mainly to having a full year of implementation of the voter approved Public Safety Sales tax (from 2023). Furthermore, the addition of a City Use tax and Marijuana Sales tax went into effect in 2024. It is noteworthy to mention there were several developments that were accepted into the City's street, curb and sidewalk infrastructure in 2024 and subsequently recognized as capital contributions.

Total 2024 business-type activities charges for services decreased \$84,764 from 2023. Total business-type expenses decreased \$165,039 from 2023. However, the City added \$801,114 in capital assets additions. These expenses were capitalized and not shown on the statement of Revenues, Expenses and Changes in Fund Net Position. Note 7 on page 35 summarizes the additions made.

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CITY OF PARKVILLE, MISSOURI MANAGEMENT'S DISCUSSION AND ANALYSIS December 31, 2024

Financial Analysis of the Government's Funds

As noted earlier, the City uses fund accounting to ensure and demonstrate compliance with finance-related legal requirements.

Governmental Funds

The focus of the City's *governmental funds* is to provide information on near-term inflows, outflows, and balances of spendable resources. Such information is useful in assessing the City's financing requirements. In particular, unassigned fund balances may serve as a useful measure of a government's net resources available for spending at the end of the fiscal year.

As mentioned earlier in this analysis, at the end of the current fiscal year, the City's governmental funds reported combined ending fund balances of \$11,608,657. Of this amount \$701,715 is categorized as *non-spendable* and represents prepaid items and the Fewson Trust. There was \$6,304,358 in fund balance *restricted* for specific voter approved purposes. The City has established an emergency reserve that had a fund balance of \$1,507,197 and is categorized as *committed*. The capital project fund balance was \$391,005 and categorized as *assigned* to capital projects. The portion of the general fund balance not *committed* to emergency reserve was \$2,704,382 and categorized as unassigned.

The General Fund is the main operating fund of the City. At the end of the current fiscal year, as mentioned above, the general fund unassigned balance was \$2,704,382. As a measure of the general fund's liquidity, it is useful to compare unassigned fund balance to total fund expenditures. Unassigned fund balance represents 42.6% of total general fund expenditures and transfers out to other funds.

The City's fund balance of the general fund increased \$868,829 during the current fiscal year. General Fund revenues increased by \$1,072,630 from 2023 primarily related to increases in tax revenues of \$475,145. General Fund expenditures were approximately \$1,061,843 less than 2023 primarily due to the reporting of all public safety expenditures in the Public Safety Sales Tax Fund in 2024.

At December 31, 2024, the Transportation Sales Tax Fund has an ending fund balance of \$1,125,414. The fund balance increased \$494,839 during the year mainly due to increases in taxes and intergovernmental revenues.

The Park Sales Tax Fund has a total fund balance of \$2,080,526, an increase of \$323,576 from 2023. The increase is primarily related to increases in sales taxes and transfers from the General Fund in anticipation of projects yet to be identified via the Master Plan 2025.

The new Public Safety Sales Tax Fund has a total fund balance of \$973,162. The fund has two primary revenue sources: a transfer from the General Fund in 2024 of \$1,500,000 and public safety sales taxes of \$1,029,532.

The Creekside Development Fund has a total fund balance of \$52,017, a decrease of \$5,474 from 2023.

The Debt Service Fund has a total fund balance of \$332,742, all of which is restricted for the payment of principal, interest, and fees.

Proprietary Fund

The City's proprietary fund provides the same type of information found in the government-wide financial statements, but in more detail. The net position of the sewer fund at the end of the year totaled \$4,139,081 of which \$220,198 is unrestricted. The sewer fund's net position increased by \$148,709 from the prior year primarily due to the City receiving \$267,282 in capital contributions from a development that was accepted into the sewer system in 2024.

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**CITY OF PARKVILLE, MISSOURI
MANAGEMENT'S DISCUSSION AND ANALYSIS
December 31, 2024**

General Fund Actual to Budget Analysis

Actual revenues exceeded budgeted revenues by \$306,922 primarily related to taxes and intergovernmental revenues. Actual expenditures were \$4,264 under the final budget. The City routinely outperforms budget due to careful management, conservative budgeting, and personnel savings due to routine vacancies throughout the year. Costs were managed well below budget.

Capital Asset and Debt Administration

Capital Assets

At the end of year, the City had \$20,837,008 invested in capital assets including land, construction in progress, buildings, equipment, vehicles, infrastructure, and sewer lines net of accumulated depreciation. (See table below) This represents a net increase of \$2,057,426 from last year primarily related to capitalization of large sewer infrastructure investment and capital contributions from developments in the year.

**City of Parkville, Missouri
Capital Assets (Net of Depreciation)**

Additional information on the City's capital assets can be found in Note 7 in the Notes to the Basic Financial Statements.

	Governmental		Business-Type		Total	
	Activities		Activities			
	2024	2023	2024	2023	2024	2023
Land	\$ 2,719,880	\$ 2,719,880	\$ 81,783	\$ 81,783	\$ 2,801,663	\$ 2,801,663
Construction in progress	473,969	73,086	-	-	473,969	73,086
Buildings and improvements	2,902,755	2,873,248	1,326,493	1,014,189	4,229,248	3,887,437
Equipment and vehicles	877,073	793,131	44,295	29,214	921,368	822,345
Right of use asset - Parking lot	336,832	345,469	-	-	336,832	345,469
Infrastructure	9,611,559	8,923,112	2,462,369	2,271,939	12,073,928	11,195,051
Total	<u>\$ 16,922,068</u>	<u>\$ 15,382,457</u>	<u>\$ 3,914,940</u>	<u>\$ 3,397,125</u>	<u>\$ 20,837,008</u>	<u>\$ 18,779,582</u>

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**CITY OF PARKVILLE, MISSOURI
MANAGEMENT'S DISCUSSION AND ANALYSIS
December 31, 2024**

Long-Term Obligations - At the end of the current fiscal year, the City had total long-term obligations outstanding of \$9,056,355.

**City of Parkville, Missouri
Outstanding Debt**

	Governmental		Business-Type		Total	
	Activities		Activities			
	2024	2023	2024	2023	2024	2023
Limited General Obligation Bonds	\$ 5,275,000	\$ 5,760,000	\$ -	\$ -	\$ 5,275,000	\$ 5,760,000
Certificates of Participation	2,760,469	3,372,078	-	-	2,760,469	3,372,078
Finance leases	410,471	332,001	-	-	410,471	332,001
Right of use leases	345,469	345,469	-	-	345,469	345,469
Compensated Absences	234,946	196,022	-	-	234,946	196,022
Revenue Bonds (plus premium)	-	-	30,000	200,000	30,000	200,000
Total	\$ 9,026,355	\$ 10,005,570	\$ 30,000	\$ 200,000	\$ 9,056,355	\$ 10,205,570

The governmental activities decreased by \$979,215, and the business-type activities decreased \$170,000.

Additional information on the City’s long-term obligations can be found in Note 8 in the Notes to the Basic Financial Statements.

Economic Factors and Next Year’s Budgets and Rates

The 2025 budget maintains essential service levels while strategically investing in Parkville’s highest priorities, as reaffirmed by the Board of Aldermen in December 2024: **Operational Excellence, Sustainable Infrastructure and Public Facilities, Quality Development, Choice Parks and Recreation, Open Communications, and Public Safety**. The City has maintained a balanced five-year financial forecast across all operating funds with personnel and reserves above 15%, while projecting modest 2% growth in sales and property tax revenues.

One of the most significant improvements in the 2025 budget is the formal creation of **project-specific funds** that provide transparent accounting for key initiatives such as the **Farmers Market, Highway 9 Downtown Improvements**, and **Bell Road upgrades**. These funds allow the City to better track project-specific expenditures and progress while leveraging diverse revenue streams including **use tax, stormwater transfers, marijuana sales tax**, and grants.

The **2025–2029 Capital Improvement Plan (CIP)** outlines more than **\$10 million in planned investments**, with over **\$5 million programmed in 2025** alone. Major capital initiatives include public safety facility upgrades, stream bank stabilization, trail and sidewalk improvements, stormwater infrastructure, and ongoing park development—such as the Farmers Market Shelter/Pavilion and East Entry Sign Project. The CIP benefits from early adoption and prioritization using a capital rating system reviewed by the Planning and Zoning Commission and CLARB.

To support long-term sustainability, the **General Fund will transfer over \$2.9 million** to core operating funds including Transportation, Parks, Public Safety, and Stormwater. Notably, 36% of General Fund revenues will be redistributed to these dedicated funds, guided by inflation-adjusted formulas tied to certified CPI. This reflects the City’s commitment to responsible financial planning and interfund equity.

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CITY OF PARKVILLE, MISSOURI MANAGEMENT'S DISCUSSION AND ANALYSIS December 31, 2024

Personnel investment remains a central focus. The 2025 budget includes a **3% COLA for civilian positions** and **4.5% for police positions**, as well as a new **education incentive policy** to reward degree attainment. Three **new full-time positions** have been added to address work from SeeClickFix, the city's serve request system, addressing top resident concerns—streets, code enforcement, and curb maintenance. A position has also been reclassified to enhance Parks and Recreation programming.

The **total 2025 budget** across all funds is **\$18.97 million**, with the **General Fund** projected to end the year with a **\$2.13 million balance**—representing 33% of expenditures. Other major funds (Transportation, Parks, Public Safety) also retain strong fund balances above recommended thresholds. With the addition of Fund 48 (Use Tax) as a major fund, Parkville is better positioned to track infrastructure and trail spending tied to voter-approved allocations.

Parkville remains on solid financial footing. With focused investment in infrastructure, staff, and public engagement, the 2025 budget continues to reflect the shared values and strategic goals of the community, delivering on long-term priorities while remaining agile and transparent in the face of evolving needs.

Contacting the City's Financial Management

This report is designed to provide our citizens, taxpayers, customers and creditors with a general overview of the City's finances and to demonstrate the City's accountability for the money it receives. If you have questions about this report or need additional financial information, contact the City Clerk's office, Parkville, Missouri.

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Exhibit A

CITY OF PARKVILLE, MISSOURI
Statement of Net Position
December 31, 2024

	Primary Government		Total
	Governmental Activities	Business-type Activities	
Assets			
Cash and investments	\$ 10,444,958	\$ 69,576	\$ 10,514,534
Receivables:			
Taxes	1,786,121	-	1,786,121
Special assessments	2,585,918	-	2,585,918
Accounts and other	106,866	330,322	437,188
Leases	297,803	-	297,803
Notes receivables	4,275,000	-	4,275,000
Due from other governments	148,219	-	148,219
Prepays, deposits, and other assets	161,063	-	161,063
Restricted assets:			
Cash and investments	1,196,784	35,843	1,232,627
Capital assets:			
Not being depreciated	3,193,849	81,783	3,275,632
Being depreciated	13,728,219	3,833,157	17,561,376
Total assets	<u>37,924,800</u>	<u>4,350,681</u>	<u>42,275,481</u>
Deferred Outflows of Resources			
Deferred amount on refunding	6,424	-	6,424
Deferred outflow - pension related activity	936,827	-	936,827
Total deferred outflows of resources	<u>943,251</u>	<u>-</u>	<u>943,251</u>
Liabilities			
Accounts payable	695,532	162,150	857,682
Accrued payroll and benefits	120,489	-	120,489
Accrued interest	44,500	4,500	49,000
Unearned revenue	513,543	13,050	526,593
Claims payable	743,738	-	743,738
Payable from restricted assets:			
Customer deposits	-	1,900	1,900
Long term debt:			
Due within one year	1,181,963	30,000	1,211,963
Due in more than one year	7,844,392	-	7,844,392
Net pension liability	1,533,629	-	1,533,629
Total liabilities	<u>12,677,786</u>	<u>211,600</u>	<u>12,889,386</u>
Deferred Inflows of Resources			
Deferred inflow - leases	281,250	-	281,250
Deferred inflow - property taxes	766,599	-	766,599
Deferred inflow - pension related activity	130,353	-	130,353
Deferred amount on refunding	193,356	-	193,356
Total deferred inflows of resources	<u>1,371,558</u>	<u>-</u>	<u>1,371,558</u>
Net Position			
Net investment in capital assets	13,447,833	3,884,940	17,332,773
Restricted :			
Capital projects	1,163,429	-	1,163,429
Debt service	332,742	33,943	366,685
Public safety	1,075,593	-	1,075,593
Parks and recreation	2,319,383	-	2,319,383
Community development	1,413,211	-	1,413,211
Fewson trust (non-expendable)	596,035	-	596,035
Unrestricted	4,470,481	220,198	4,690,679
Total net position	<u>\$ 24,818,707</u>	<u>\$ 4,139,081</u>	<u>\$ 28,957,788</u>

See accompanying notes to the basic financial statements

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Exhibit B

CITY OF PARKVILLE, MISSOURI
Statement of Activities
For the Year Ended December 31, 2024

Functions/Programs	Program Revenues				Net (Expense) Revenue and Changes in Net Position		
	Expenses	Operating		Capital	Primary Government		
		Charges for Services	Grants and Contributions	Grants and Contributions	Governmental Activities	Business-Type Activities	Total
Primary government:							
Governmental activities							
General government	\$ 3,169,354	\$ 863,911	\$ 154,881	\$ -	\$ (2,150,562)	\$ -	\$ (2,150,562)
Public safety	2,125,685	76,203	100,337	-	(1,949,145)	-	(1,949,145)
Public works	2,376,147	156,578	461,810	3,279,425	1,521,666	-	1,521,666
Parks and recreation	1,127,092	49,193	84,038	100,805	(893,056)	-	(893,056)
Community development	3,311,474	49,374	-	381,736	(2,880,364)	-	(2,880,364)
Interest on long-term debt	145,610	-	-	-	(145,610)	-	(145,610)
Total governmental activities	12,255,362	1,195,259	801,066	3,761,966	(6,497,071)	-	(6,497,071)
Business-type activities							
Sewer	1,881,358	1,727,788	-	286,902	-	133,332	133,332
Total business-type activities	1,881,358	1,727,788	-	286,902	-	133,332	133,332
Total primary government	\$ 14,136,720	\$ 2,923,047	\$ 801,066	\$ 4,048,868	(6,497,071)	133,332	(6,363,739)
General revenues:							
Taxes:							
Property taxes, levied for general purpose					2,420,783	-	2,420,783
Property taxes, levied for debt service					575,990	-	575,990
Sales taxes					7,204,908	-	7,204,908
Franchise taxes					937,859	-	937,859
Intergovernmental activity taxes					266,474	-	266,474
Other taxes					149,346	-	149,346
Unrestricted investment earnings					189,698	4,505	194,203
Gain on sale of assets					36,440	-	36,440
Insurance proceeds and other					117,741	10,872	128,613
Total general revenues					11,899,239	15,377	11,914,616
Change in net position					5,402,168	148,709	5,550,877
Net position, beginning of year					19,416,539	3,990,372	23,406,911
Net position, end of year					\$ 24,818,707	\$ 4,139,081	\$ 28,957,788

See accompanying notes to the basic financial statements

Draft - Subject of Change

Exhibit C

CITY OF PARKVILLE, MISSOURI
Balance Sheet - Governmental Funds
December 31, 2024

	General Fund	Transportation Sales Tax Fund	Park Sales Tax Fund	Public Safety Sales Tax Fund	Creekside Development Fund	Debt Service Fund	Nonmajor Governmental Funds	Total Governmental Funds
Assets								
Cash and investments	\$ 4,126,993	\$ 815,010	\$ 1,894,973	\$ 843,638	\$ 431,106	\$ -	\$ 2,333,238	\$ 10,444,958
Receivables:								
Taxes	579,851	305,114	175,964	175,438	127,451	-	422,303	1,786,121
Special assessments	-	-	-	-	-	2,585,918	-	2,585,918
Other receivables	38,411	12,185	54,130	-	-	-	2,140	106,866
Leases	297,803	-	-	-	-	-	-	297,803
Notes receivables	4,275,000	-	-	-	-	-	-	4,275,000
Due from other governments	9,474	23,605	-	-	-	-	115,140	148,219
Due from other funds	26,532	-	-	-	-	-	-	26,532
Prepays, deposits and other assets	105,680	16,814	9,447	29,122	-	-	-	161,063
Restricted cash and investments	-	-	-	-	-	564,874	631,910	1,196,784
Total Assets	\$ 9,459,744	\$ 1,172,728	\$ 2,134,514	\$ 1,048,198	\$ 558,557	\$ 3,150,792	\$ 3,504,731	\$ 21,029,264
Liabilities								
Accounts payable	\$ 323,969	\$ 36,246	\$ 41,352	\$ 10,400	\$ 53,079	\$ -	\$ 230,486	\$ 695,532
Accrued payroll and benefits	56,930	11,068	12,636	39,855	-	-	-	120,489
Unearned revenue	-	-	-	-	41,250	-	472,293	513,543
Due to other funds	-	-	-	24,781	-	1,751	-	26,532
Total Liabilities	380,899	47,314	53,988	75,036	94,329	1,751	702,779	1,356,096
Deferred inflows of resources								
Unavailable revenues:								
Leases	281,250	-	-	-	-	-	-	281,250
Notes receivables	4,275,000	-	-	-	-	-	-	4,275,000
taxes, and grants	205,336	-	-	-	412,211	2,816,299	74,415	3,508,261
	4,761,586	-	-	-	412,211	2,816,299	74,415	8,064,511
Fund balances:								
Nonspendable:								
Prepaid items	105,680	-	-	-	-	-	-	105,680
Fewson trust	-	-	-	-	-	-	596,035	596,035
Restricted:								
Capital projects	-	1,125,414	-	-	-	-	38,015	1,163,429
Debt service	-	-	-	-	-	332,742	-	332,742
Public safety	-	-	-	973,162	-	-	102,431	1,075,593
Parks and recreation	-	-	2,080,526	-	-	-	238,857	2,319,383
Community development	-	-	-	-	52,017	-	1,361,194	1,413,211
Committed:								
Emergency reserve	1,507,197	-	-	-	-	-	-	1,507,197
Assigned:								
Capital projects	-	-	-	-	-	-	391,005	391,005
Unassigned	2,704,382	-	-	-	-	-	-	2,704,382
Total fund balance	4,317,259	1,125,414	2,080,526	973,162	52,017	332,742	2,727,537	11,608,657
Total liabilities, deferred inflows of resources and fund balances	\$ 9,459,744	\$ 1,172,728	\$ 2,134,514	\$ 1,048,198	\$ 558,557	\$ 3,150,792	\$ 3,504,731	\$ 21,029,264

See accompanying notes to the basic financial statements

Draft - Subject of Change

Exhibit C
Continued

CITY OF PARKVILLE, MISSOURI
Reconciliation of the Balance Sheet - Governmental Funds to the Statement of Net Position
December 31, 2024

Fund balances of governmental funds \$ 11,608,657

Amounts reported for governmental activities in the Statement of Net Position are different because:

Long-term note receivable and special assessments are not available to pay for current period expenditures and are therefore deferred in the fund statements 7,016,662

Capital assets used in governmental activities are not financial resources and therefore are not reported in the governmental fund statements. 16,922,068

Deferred amounts on refunding are not due or payable in the current period and therefore are not reported in the governmental fund statements. (186,932)

Deferred outflows and inflows related to pension activity are not required to be reported in the governmental funds but are required to be reported in the Statement of Net Position 806,474

Liabilities for interest on long-term debt are recognized only when due in the governmental fund statements but are accrued in the government-wide statements. (44,500)

The net pension liability is not due and payable and therefore is not recorded in the governmental fund statements. (1,533,629)

The issuance of long-term debt provides current financial resources to governmental funds, while the repayment of the principal of long-term debt consumes the current financial resources of governmental funds. Neither transaction has any effect on net position. Also, governmental funds report the effect of premiums, discounts and similar items when debt is first issued, whereas these amounts are deferred and amortized in the statement of activities. This amount is the net effect of these differences in the treatment of long-term debt and related items:

Long-term liabilities (9,026,355)

Long-term liabilities, such as claims payable, are not due and payable in the current period and therefore are not reported in the governmental funds. This amount represents the increase in claims payable that is reported as a liability in the statement of net position. (743,738)

Net position of governmental activities \$ 24,818,707

See accompanying notes to the basic financial statements

Draft - Subject of Change

Exhibit D

CITY OF PARKVILLE, MISSOURI
Statement of Revenues, Expenditures and
Changes in Fund Balances - Governmental Funds
For the Year Ended December 31, 2024

	General Fund	Transportation Sales Tax Fund	Park Sales Tax Fund	Public Safety Sales Tax Fund	Creekside Development Fund	Debt Service Fund	Nonmajor Governmental Funds	Total Governmental Funds
Revenues:								
Taxes	\$ 4,730,051	\$ 843,852	\$ 1,049,041	\$ 1,029,532	\$ 1,201,182	\$ 575,990	\$ 1,859,238	\$ 11,288,886
Payments in lieu of tax	152,681	76,340	76,340	76,340	-	-	-	381,701
Intergovernmental	110,356	758,982	100,805	-	-	207,225	491,663	1,669,031
Charges for services	2,200	-	45,803	-	-	-	799	48,802
Fines and forfeitures	72,169	-	-	-	-	-	-	72,169
Licenses and permits	624,593	-	-	-	-	-	-	624,593
Special assessments	-	-	-	-	381,736	278,503	-	660,239
Intergovernmental activity taxes	-	-	-	-	53,079	-	213,395	266,474
Grants and donations	-	20,000	-	-	-	-	28,433	48,433
Charges for sewer administration	370,000	-	-	-	-	-	-	370,000
Interest	166,090	-	-	-	-	2,907	20,701	189,698
Other	190,871	17,716	-	3,235	-	-	3,012	214,834
Total Revenues	6,419,011	1,716,890	1,271,989	1,109,107	1,635,997	1,064,625	2,617,241	15,834,860
Expenditures:								
Current:								
General government	2,369,103	-	-	-	-	-	-	2,369,103
Public safety	159,111	-	-	1,793,308	-	-	24,656	1,977,075
Public works	465,318	579,529	-	-	-	-	-	1,044,847
Parks and recreation	-	-	1,254,884	-	-	-	34,732	1,289,616
Community development	668,229	-	-	-	1,719,401	-	914,645	3,302,275
Capital outlay	-	1,010,114	30,762	-	-	20,126	409,412	1,470,414
Debt service:								
Principal	32,294	12,020	11,899	26,094	-	1,089,872	-	1,172,179
Interest and fiscal charges	6,681	3,485	3,038	8,828	-	149,895	-	171,927
Total Expenditures	3,700,736	1,605,148	1,300,583	1,828,230	1,719,401	1,259,893	1,383,445	12,797,436
Excess of Revenues Over (Under) Expenditures	2,718,275	111,742	(28,594)	(719,123)	(83,404)	(195,268)	1,233,796	3,037,424
Other financing sources (uses):								
Transfers in	359,114	253,083	426,000	1,500,000	77,930	334,650	451,888	3,402,665
Transfers out	(2,645,000)	-	(104,592)	-	-	-	(653,073)	(3,402,665)
Sale of land and capital assets	436,440	-	-	-	-	-	-	436,440
Financing lease proceeds	-	130,014	30,762	-	-	-	-	160,776
Total Other Financing Sources (Uses)	(1,849,446)	383,097	352,170	1,500,000	77,930	334,650	(201,185)	597,216
Net change in fund balances	868,829	494,839	323,576	780,877	(5,474)	139,382	1,032,611	3,634,640
Fund balances, beginning of year	3,448,430	630,575	1,756,950	192,285	57,491	193,360	1,694,926	7,974,017
Fund balances, end of year	<u>\$ 4,317,259</u>	<u>\$ 1,125,414</u>	<u>\$ 2,080,526</u>	<u>\$ 973,162</u>	<u>\$ 52,017</u>	<u>\$ 332,742</u>	<u>\$ 2,727,537</u>	<u>\$ 11,608,657</u>

See accompanying notes to the basic financial statements

Draft - Subject of Change

Exhibit D
(continued)

CITY OF PARKVILLE, MISSOURI
Reconciliation of the Statement of Revenues, Expenditures, and Changes in Fund Balances -
Governmental Funds to the Statement of Activities
For the Year Ended December 31, 2024

Amounts reported for governmental activities in the Statement of Activities are different because:

Net change in fund balances - total governmental funds \$ 3,634,640

Governmental funds report capital outlays as expenditures. However, in the Statement of Activities the cost of those assets is allocated over their estimated useful lives and reported as depreciation expense.

Capital outlay costs in excess of capitalization threshold 905,190
Depreciation (724,598)

Revenues in the statement of activities that do not provide current financial resources are reported as deferred inflows in the governmental funds.

Changes in special assessments, notes receivable, and grants 772,680

The issuance of long-term debt provides current financial resources to governmental funds, while the repayment of the principal of long-term debt consumes the current financial resources of governmental funds. Neither transaction has any effect on net position.

Principal payments on long-term debt 1,172,179
Changes in unamortized bond issuance premium and deferred amounts on refunding 24,862
Changes in accrued interest expense 1,455

Some expenses reported in the Statement of Activities do not require the use of current financial resources and, therefore, are not reported as expenditures in governmental funds.

Changes in compensated absences and net pension liability (93,276)
Changes in claims payable (743,738)

Change in net position of governmental activities \$ 5,402,168

See accompanying notes to the basic financial statements

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Exhibit E

CITY OF PARKVILLE, MISSOURI
Statement of Net Position
Proprietary Fund
December 31, 2024

	<u>Sewer Fund</u>
Assets	
Current assets:	
Cash and investments	\$ 69,576
Receivables, net:	
Accounts and other	330,322
Restricted cash and investments	<u>35,843</u>
Total current assets	<u>435,741</u>
Noncurrent assets:	
Capital assets:	
Not being depreciated	81,783
Being depreciated, net of depreciation	<u>3,833,157</u>
Total noncurrent assets	<u>3,914,940</u>
Total assets	<u>4,350,681</u>
Liabilities	
Current liabilities:	
Accounts payable	162,150
Unearned revenue	13,050
Current liabilities (payable from restricted assets):	
Customer deposits	1,900
Interest payable	4,500
Current portion of bonds payable	<u>30,000</u>
Total current liabilities:	<u>211,600</u>
Total liabilities	<u>211,600</u>
Net position	
Net investment in capital assets	3,884,940
Restricted net position for:	
Debt service	33,943
Unrestricted	<u>220,198</u>
Total net position	<u>\$ 4,139,081</u>

See accompanying notes to the basic financial statements

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Exhibit F

CITY OF PARKVILLE, MISSOURI
Statement of Revenues, Expenses and Changes in Fund Net Position
Proprietary Fund
For the Year Ended December 31, 2024

	<u>Sewer Fund</u>
Operating revenues:	
Charges for services	\$ 1,727,788
Other	10,872
Total operating revenues	<u>1,738,660</u>
Operating expenses:	
Personnel services	19,453
Contractual services	429,793
Administrative fee	370,000
Depreciation	283,299
Repairs and maintenance	662,233
Other	103,180
Total operating expenses	<u>1,867,958</u>
Operating income (loss)	<u>(129,298)</u>
Nonoperating revenues (expenses):	
Intergovernmental revenues	19,620
Interest income	4,505
Interest expense	(13,400)
Total nonoperating revenues (expenses)	<u>10,725</u>
Loss before capital contributions	(118,573)
Capital contributions	<u>267,282</u>
Change in net position	148,709
Total net position, beginning of year	3,990,372
Total net position, end of year	<u>\$ 4,139,081</u>

See accompanying notes to the basic financial statements

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Exhibit G

CITY OF PARKVILLE, MISSOURI
Statement of Cash Flows
Proprietary Fund
For the Year Ended December 31, 2024

	Sewer Fund
Cash flows from operating activities:	
Receipts from customers and others	\$ 1,664,350
Payments to suppliers	(1,542,447)
Payments to employees	(22,596)
Net cash flows provided by (used in) operating activities	99,307
Cash flows provided by noncapital financing activities:	
Intergovernmental revenues	19,620
Net cash flows provided by noncapital financing activities	19,620
Cash flows from investing activities:	
Interest received	4,505
Net cash flows provided by investing activities	4,505
Cash flows from capital and related financing activities:	
Purchases of capital assets	(533,832)
Interest and fiscal charges	(21,775)
Principal payments on long-term debt	(170,000)
Net cash flows (used in) capital and related financing activities	(725,607)
Net change in cash and equivalents	(602,175)
Cash and equivalents, beginning of year	707,594
Cash and equivalents, end of year	\$ 105,419
Cash and investments reported on the Statement of Net Position	
Cash and investments	\$ 69,576
Restricted cash and investments	35,843
Total cash and investments	\$ 105,419
Reconciliation of operating income (loss) to net cash provided by (used in) operating activities:	
Operating income (loss)	\$ (129,298)
Adjustments to reconcile operating income (loss) to net cash provided by (used in) operations:	
Depreciation and amortization	283,299
Changes in:	
Receivables	(75,775)
Accounts payable	22,759
Interest payable	(3,143)
Unearned revenues	13,050
Customer deposits	(11,585)
Net cash provided by (used in) operating activities	\$ 99,307
Noncash capital and financing activities:	
Capital contributions	\$ 267,282

See accompanying notes to the basic financial statements

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Exhibit H

CITY OF PARKVILLE, MISSOURI
Statement of Fiduciary Net Position
Fiduciary Fund
For the Year Ended December 31, 2024

	<u>Custodial Fund</u> <u>Municipal</u> <u>Court</u>
Assets	
Cash and investments	<u>\$ 13,542</u>
Total assets	<u>13,542</u>
Liabilities	
Due to others	<u>13,542</u>
Total liabilities	<u>13,542</u>
Net Position	<u>\$ -</u>

See accompanying notes to the basic financial statements

Draft - Subject of Change

Exhibit I

CITY OF PARKVILLE, MISSOURI
Statement of Changes in Fiduciary Net Position
Fiduciary Fund
For the Year Ended December 31, 2024

	<u>Custodial Fund</u> <u>Municipal</u> <u>Court</u>
Additions	
Deposits	\$ 86,661
Total Additions	<u>86,661</u>
Deductions	
Payments to others	<u>86,661</u>
Total deductions	<u>86,661</u>
Net changes in fiduciary net position	<u>-</u>
Net position - beginning	<u>-</u>
Net position - ending	<u><u>\$ -</u></u>

See accompanying notes to the basic financial statements

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CITY OF PARKVILLE, MISSOURI

Notes to the Basic Financial Statements

December 31, 2024

(1) Summary of Significant Accounting Policies

The City of Parkville, Missouri (the City) was incorporated on February 6, 1957. The City is a fourth-class city and operates under a Mayor-Board of Aldermen form of government. The City Administrator is the chief administrative officer of the City. The City provides services to approximately 9,000 residents in many areas, including law enforcement, sewer services, community enrichment and development, and various social services.

The accounting and reporting policies of the City conform to generally accepted accounting principles (GAAP) in the United States of America applicable to local governments. The following represent the more significant accounting and reporting policies and practices of the City.

A. Financial Reporting Entity

In evaluating how to define the government for financial reporting purposes, management has considered all potential component units. Component units are separate legal entities which are included in the primary government's financial report. The decision to include a potential component unit in the reporting entity was made by applying the criteria set forth in GAAP. The basic, but not only, criterion for including a potential component unit within the reporting entity is the City's financial accountability for the potential component unit. An entity is considered a component unit if City officials appoint a voting majority of the component unit's governing body, and the City is able to impose its will upon the component unit. Additionally, if the entity provides specific financial benefits to or imposes specific financial burdens on the City, it may be considered a component unit.

This report includes the financial statements of the City (the primary government) and its blended component unit, the City of Parkville, Missouri Tax Increment Financing (TIF) Commission (the Commission). The Commission is governed by a board of which six members are appointed by the Mayor with the consent of the Board of Alderman, two members appointed by the school board whose district is in the boundary of the redevelopment area, and one member appointed by the affected taxing district. Although it is legally separate from the City, the Commission is reported as if it were part of the primary government because its sole function is to use TIF as a method to finance economic development through payments in lieu of taxes (PILOTS) and economic activity taxes (EATS). The Commission does not issue separate financial statements.

B. Basis of Presentation

The City's basic financial statements include both government-wide (reporting the City as a whole) and fund financial statements (reporting the City's major funds).

Government-wide financial statements

The statement of net position and the statement of activities display information about the City, the primary government, as a whole. These statements distinguish between the *governmental* and *business-type activities* of the City. Governmental activities generally are financed through taxes, intergovernmental revenues, and other non-exchange transactions. Business-type activities are financed in whole or in part by fees charged to external parties. Expenses are specifically associated with a service, program, or department and are therefore clearly identifiable to a particular function. Program revenues include charges paid by the recipients of the goods or services offered by the programs, grants and contributions that are restricted to meeting the operational or capital requirements of a particular program. Revenues that are not classified as program revenues are presented as general revenues. The comparison of program revenues and expenses identifies the extent to which each program is self-financing or draws from the general revenues of the City.

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CITY OF PARKVILLE, MISSOURI

Notes to the Basic Financial Statements

December 31, 2024

Fund financial statements

Fund financial statements report detailed information about the City. The focus of governmental and proprietary fund financial statements is on major funds rather than reporting funds by type. Each major fund is presented in a separate column. Non-major funds are aggregated and presented in a single column.

GOVERNMENTAL FUNDS

Governmental funds are those through which most governmental functions of the City are financed. The acquisition, use, and balances of the City's expendable financial resources and the related liabilities (other than those in Proprietary Funds) are accounted for through governmental funds. The measurement focus is upon determination of financial position and changes in financial position, rather than upon net income determination.

The following are the City's major governmental funds:

General Fund – the general fund of the City accounts for all financial transactions not accounted for in other funds. For financial reporting purposes, the City's Emergency Reserve Fund's activities are included in the General Fund.

Transportation Sales Tax Fund – This fund is used to account for revenues restricted for transportation purposes including the half-percent transportation sales taxes collected and a county tax distribution for capital improvements and the expenditures for the related items.

Park Sales Tax Fund – This fund is used to account for revenues restricted for parks and recreation purposes.

Public Safety Sales Tax Fund – This fund is used to account for revenues restricted for public safety purposes.

Creekside Special Development Fund – This fund is used to account for activities related to the Creekside Development.

Debt Service Funds – This fund accounts for the accumulation of resources for, and the payment of, principal and interest on long-term obligations of the City.

The City reports the following fund types of nonmajor funds:

Special Revenue Funds - These funds account for specific revenue sources that are restricted for specified purposes.

Permanent Fund – This fund reports resources that are legally restricted to the extent that only earnings, not principal, may be used for purposes that support City programs.

Capital Projects Funds – These funds account for major capital improvement projects.

PROPRIETARY FUND

Proprietary funds are used to account for the City's ongoing activities, which are similar to those found in the private sector. The measurement focus is upon determination of net income, financial position, and changes in financial position.

The following is the City's major proprietary fund:

The Sewer Fund – This fund accounts for the provision of wastewater and sewer services to the general public. All activities necessary to provide such services are accounted for in this fund, including administration, operations, maintenance, financing and related debt service, and billing and collection.

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CITY OF PARKVILLE, MISSOURI

Notes to the Basic Financial Statements

December 31, 2024

FIDUCIARY FUND

The City maintains one custodial fiduciary fund, the Municipal Court, which accounts for court bonds paid by defendants. Since by definition these assets are being held for the benefit of a third party and cannot be used to support activities or obligations of the City, these funds are not incorporated into the government-wide statements.

C. Basis of Accounting

Government-wide Financial Statements

The government-wide financial statements are reported using the economic resources measurement focus and the accrual basis of accounting. Revenues are recorded when earned or when all eligibility requirements have been satisfied and expenses are recorded at the time liabilities are incurred, regardless of when the related cash flows take place. Nonexchange transactions, in which the City gives (or receives) value without directly receiving (or giving) equal value in exchange, include property taxes, grants, sales tax, and donations. Revenue from grants and donations is recognized in the fiscal year in which all eligibility requirements have been satisfied. This is a similar approach to that used in the preparation of the proprietary fund financial statements but differs from the manner in which governmental fund financial statements are prepared. Therefore, the governmental fund financial statements include a reconciliation with brief explanations to better identify the relationship between the government-wide statements and the statements for governmental funds.

Governmental Fund Financial Statements

All governmental funds are accounted for using the modified accrual basis of accounting and the current financial resources measurement focus. Under this basis, revenues are recognized in the accounting period in which they become measurable and available. Expenditures are recognized in the accounting period in which the fund liability is incurred, if measurable.

Revenue Recognition

In applying the susceptible to accrual concept under the modified accrual basis, certain revenue sources are deemed both measurable and available (collectible within the current year or within 60 days after year-end to pay obligations of the current period). This includes property taxes, sales taxes, investment earnings and state-levied locally shared taxes (including motor vehicle fees). The City records property tax receivables at the time the lien attaches to the property. Reimbursements due for federally funded projects are accrued as revenue at the time the expenditures are made, or when received in advance, deferred until expenditures are made.

Other revenues, including licenses and permits, fines and forfeitures certain charges for services, and miscellaneous revenues, are recorded as revenue when received in cash because they are generally not measurable until actually received.

Expenditure Recognition

The measurement focus of governmental fund accounting is on decreases in net financial resources (expenditures) rather than expenses. Most expenditures are measurable and are recorded when the related fund liability is incurred. However, principal and interest on general long-term debt, which have not matured are recognized when due. Allocations of cost, such as depreciation and amortization, are not recognized in the governmental funds.

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CITY OF PARKVILLE, MISSOURI

Notes to the Basic Financial Statements

December 31, 2024

Proprietary Fund Financial Statements

The economic resources measurement focus and the accrual basis of accounting are utilized by the proprietary funds. Under this basis of accounting, revenues are recognized when earned and expenses are recorded when liabilities are incurred. All assets and liabilities (whether current or noncurrent) associated with a proprietary fund's activities are included on its statement of net position and statement of activities. Operating revenues and expenses for proprietary funds are those that result from providing services and producing and delivering goods and/or services. All other revenues and expenses are considered nonoperating.

D. Cash and Investments

Missouri State Statutes authorize the City, with certain restrictions, to deposit funds in open accounts, time deposits, investment pools and certificates of deposit. Statutes also require that collateral pledged must have a fair value equal to 100% of the funds on deposit, less insured amounts. Collateral securities must be held by the City or an independent third party and must be of the kind prescribed by State Statutes and approved by the State.

The City maintains and controls a cash pool in which a majority of the City's funds are shared. Each fund's portion of the pool is displayed on their respective balance sheet or statement of net position as "cash and investments". The City's cash and investments are primarily considered to be cash on hand, amounts in demand deposits, certificates of deposits and US treasuries and agency securities. Interest earned on demand deposits is allocated to the various funds on the basis of average month-end balances.

For purposes of the statement of cash flows, short-term investments, and certificates of deposit, if any, with a maturity date within three months of the date acquired by the City, are considered cash equivalents.

E. Accounts Receivable

Accounts receivable result primarily from miscellaneous services provided to citizens accounted for in the Governmental Funds and Sewer Fund net of an allowance for doubtful accounts.

F. Special Assessments Receivable

Special assessments receivable reflects the property taxes collectible by the City for the purpose of repaying certain Special Assessment debt held by the City. The amount collectible by the City is reduced each year as the taxes are levied against the property and, subsequently, collected by the City.

G. Prepaid Items

Certain payments reflect costs applicable to future accounting periods and are recorded as prepaid items.

H. Capital Assets

Capital assets, which include property, equipment, and infrastructure assets (i.e., roads, streets lights, storm sewers, etc.) are reported in the applicable governmental or business-type activities columns in the government-wide financial statements. Capital assets are charged to expenditures as purchased in the governmental fund statements and capitalized in the proprietary fund statements. Capital assets are recorded at historical cost or estimated historical cost if purchased or constructed. Donated assets are recorded at estimated fair value as of the date of the donation.

As the City is a Phase III government under Governmental Accounting Standards Board (GASB) Statement No. 34, it has elected to exercise its option to forego retroactively reporting governmental infrastructure assets acquired prior to December 31, 2003. Governmental infrastructure assets on the statement of net position include only infrastructure capital assets acquired subsequent to December 31, 2003.

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CITY OF PARKVILLE, MISSOURI

Notes to the Basic Financial Statements

December 31, 2024

Capital assets are defined by the City as assets with an initial, individual cost of \$2,500 or more and an estimated useful life of greater than one year. Additions or improvements and other capital outlays that significantly extend the useful life of an asset, or that significantly increase the capacity of an asset are capitalized. Other costs incurred for repairs and maintenance are expensed as incurred. Fully depreciated capital assets are included in their respective accounts until their disposal.

Depreciation on exhaustible assets is recorded as an allocated expense in the Statement of Activities with accumulated depreciation reflected in the Statement of Net Position and is provided on the straight-line basis over the following estimated useful lives:

Infrastructure	20 – 40 years
Buildings and improvements	20 – 40 years
Equipment and vehicles	5 – 10 years
Sewer plant and collection systems	20 – 50 years

I. Compensated Absences

Under terms of the City's personnel policy, City employees are granted vacation in varying amounts. Vacation days are required to be taken within the current or following calendar year in which earned. In the event of retirement or termination, an employee is paid for unused vacation days.

Vested or accumulation vacation is accounted for as follows:

Governmental Funds - The accumulated liabilities for employee vacation are recorded in the governmental activities column of the government-wide financial statements.

J. Deferred Outflows/inflows of Resources

In addition to assets, the statement of net position will sometimes report a separate section for deferred outflows of resources. This separate financial statement element, deferred outflows of resources, represents a consumption of net assets that applies to a future period(s) and so will not be recognized as an outflow of resources (expense/expenditure) until then. The City has two items that qualify for reporting in this category. The first item is the deferred charge on refunding reported in the government-wide statement of net position. A deferred charge on refunding results from the difference in the carrying value of refunded debt and its reacquisition price. This amount is deferred and amortized over the shorter life of the refunding or refunded debt. The second item results from actuarial assumption changes, the change in actual and projected experience, and pension contributions made by the City subsequent to the pension valuation date. The contribution amount will be applied during the next fiscal year while the changes in actual versus projected amounts and change in assumptions will be amortized over five to seven years.

In addition to liabilities, the statement of net position will sometimes report a separate section for deferred inflows of resources. This separate financial statement element, deferred inflows of resources, represents an acquisition of net assets that applies to a future period(s) and so will not be recognized as an inflow of resources (revenue) until that time. The City has several types of items, which arises under the accrual and modified accrual basis of accounting, which qualify for reporting in this category. The first one relates to changes in assumptions, the change in actual and projected experience in calculating the pension liability, and the difference between actual and projected earnings in calculating the net pension liability. The second item, unavailable revenue, is reported in both the statement of net position and in the governmental funds balance sheet. The governmental funds report unavailable revenues related to taxes, notes receivable, and special assessments. The third item related to leases receivable which will recognize inflow of resources in future periods over the term of the leases are reported in the government-wide and governmental fund statements. The final item is the deferred credit on refunding reported in the government-wide statement of net position. A deferred credit on refunding results from the difference in the carrying value of refunded debt and its reacquisition price. This amount is deferred and amortized over the shorter of the life of the refunding or refunded debt. These amounts are deferred and recognized as an inflow of resources in the period that the amounts become available.

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CITY OF PARKVILLE, MISSOURI

Notes to the Basic Financial Statements

December 31, 2024

For purposes of measuring the net pension liability, deferred outflows of resources and deferred inflows of resources related to pensions, and pension expense, information about the fiduciary net position of the Missouri Local Government Employees Retirement System (LAGERS) and additions to/deductions from LAGERS fiduciary net position have been determined on the same basis as they are reported by LAGERS. For this purpose, benefit payments (including refunds of employee contributions) are recognized when due and payable in accordance with the benefit terms.

K. Interfund Activity

Loans – amounts provided with a requirement for repayment. Interfund loans are reported as interfund receivables (i.e., due from other funds) in lender funds and interfund payables (i.e. due to other funds) in borrower funds.

Services provided and used – sales and purchases of goods and services between funds for a price approximating their fair value. Interfund services provided and used are reported as revenues in funds providing the good or service and expenditures or expenses in the fund purchasing the good or service. Unpaid amounts are reported as interfund receivables and payables in the fund balance sheets or statement of net position.

The General fund provides administrative and other support services for the Sewer fund. Amounts charged to the Sewer fund for such services were \$370,000 for the year ended December 31, 2024.

Reimbursements – repayments from the funds responsible for particular expenditures or expenses to the funds that initially paid for them. Reimbursements are reported as expenditures in the reimbursing fund and as a reduction of expenditures in the reimbursed fund.

Transfers – flows of assets (such as cash or goods) without equivalent flows of assets in return and without a requirement for repayment. In governmental funds, transfers are reported as other financing uses in the funds making transfers and as other financing sources in the funds receiving transfers.

L. Fund Balances

In the fund financial statements, governmental funds report the following fund balance classifications:

Non-Spendable – This consists of amounts that cannot be spent because they are either not in spendable form or legally or contractually required to be maintained intact.

Restricted – This consists of amounts where constraints are placed on the use of those resources which are either externally imposed by creditors, grantors, contributors, laws, or regulations of other governments, or imposed by law through constitutional provisions or enabling legislation.

Committed – This consists of amounts which can only be used for specific purposes determined by a formal action of passing an ordinance or resolution by the Board of Aldermen, the City's highest level of decision-making authority. Any changes or removal of specific purpose requires the same action by the Board of Aldermen.

Assigned – This consists of amounts which are constrained by City management's intent to be used for a specific purpose but do not meet the criteria to be classified as committed. In accordance with the approved City policy only the Board of Alderman has the authority to assign amounts for a specific purpose in this category.

Unassigned – This consists of the residual fund balance that does not meet the requirements for the non-spendable, restricted, committed, or assigned classifications. A positive unassigned fund balance is only possible in the general fund.

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CITY OF PARKVILLE, MISSOURI

Notes to the Basic Financial Statements

December 31, 2024

The City has a fund balance policy that provides guidance for programs with multiple revenue sources. The policy is to use restricted resources first when an expenditure is incurred for purposes for which both restricted and unrestricted fund balance is available. For purposes of fund balance classification expenditures are to be spent from restricted fund balance first, followed in order by committed fund balance, assigned fund balance and lastly unassigned fund balance.

Per policy, the general fund balance should be no less than 5% of general fund appropriations for the succeeding fiscal year in order to provide adequate cash flow and emergency cash funding. The City will endeavor to maintain a general fund balance of 15% of general fund appropriations for the succeeding fiscal year. Amounts over 15% may be transferred into the emergency reserve fund.

M. Net Position Classifications

In the government-wide statements, equity is shown as net position and classified into three components:

- (1) Net investment in capital assets – consisting of capital assets including restricted capital assets, net of accumulated depreciation and reduced by the outstanding balances of any bonds, mortgage notes, or other borrowings that are attributable to the acquisition, construction, or improvement of those assets.
- (2) Restricted net position – consisting of net position with constraints placed on their use either by (1) external groups such as creditors, grantors, contributors, or laws or regulations of other governments; or (2) law through constitutional provisions or enabling legislation. The City first utilizes restricted resources to finance qualifying activities.
- (3) Unrestricted net position – All other net position that do not meet the definition of “restricted” or “net investment in capital assets.”

Sometimes the City will fund outlays for a particular purpose from both restricted (e.g., restricted bond or grant proceeds) and unrestricted resources. In order to calculate the amounts to report as restricted net position and unrestricted net position in the government-wide and proprietary fund financial statements, a flow assumption must be made about the order in which the resources are considered to be applied. It is the City’s policy to consider restricted net position to have been depleted before unrestricted net position is applied.

N. Use of Estimates

The preparation of the basic financial statements in conformity with accounting principles generally accepted in the United States of America requires management to make estimates and assumptions that affect the reported amounts of assets and liabilities and disclosure of contingent assets and liabilities at the date of the basic financial statements and the reported amounts of revenues and expenses during the reporting period. Actual results could differ from those estimates.

O. Expenditures in Excess of Budget

In violation of the budget ordinance, actual expenditures and transfers out exceeded budgeted appropriations in the Certificate of Participation Fund by \$20,126.

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CITY OF PARKVILLE, MISSOURI

Notes to the Basic Financial Statements

December 31, 2024

(2) Cash and Investments

A reconciliation of cash and investments as shown on the government-wide statement of net position and statement of fiduciary net position is as follows:

Cash on hand	\$	581
Demand deposits		11,676,609
Certificates of deposits		49,570
Restricted cash equivalents held in trust		33,943
	<u>\$</u>	<u>11,760,703</u>

	<u>Government-wide statement of net position</u>	<u>Fiduciary fund statement of net position</u>	<u>Total</u>
Cash and investments	\$ 10,514,534	\$ 13,542	\$ 10,528,076
Restricted cash and investments	1,232,627	-	1,232,627
	<u>\$ 11,747,161</u>	<u>\$ 13,542</u>	<u>\$ 11,760,703</u>

Custodial Credit Risk

The custodial credit risk for deposits is the risk that, in the event of failure of a depository financial institution, the City will not be able to recover deposits or will not be able to recover collateral securities that are in the possession of an outside party. The custodial credit risk for investments is that, in the event of the failure of a counterparty to a transaction, the City will not be able to recover the value of investment or collateral securities that are in the possession of an outside party. The City's policy is to collateralize deposits with securities held by the financial institution's agent and in the City's name.

As of December 31, 2024, the City's deposits were insured with Federal depository insurance, with the remaining uninsured balance collateralized by securities held in the City's name by their financial institution's agent. Accordingly, management has determined that none of the City's deposits were exposed to custodial credit risk as of December 31, 2024.

Interest Rate Risk

Interest rate risk is the risk that changes in market interest rates will adversely affect the fair value of an investment. Generally, the longer the maturity of an investment, the greater the sensitivity of its fair value to changes in market interest rates. The City structures the investment portfolio so that securities mature to meet cash requirements for ongoing operations, thereby avoiding the need to sell securities on the open market prior to maturity and by investing operating funds primarily in shorter-term securities. The City has elected to use the segmented time distribution method of disclosure for its interest rate risk.

Fair Value Measurements

The City categorizes its fair value measurements within the fair value hierarchy established by general accepted accounting principles. The hierarchy is based on the valuation inputs used to measure the fair value of the asset. Level 1 inputs are quoted in active markets for identical assets; Level 2 inputs are significant other observable inputs such as third-party pricing services for identical assets; Level 3 inputs are significant unobservable inputs. The City does not have any investments subject to the h Hierarchy level classification.

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CITY OF PARKVILLE, MISSOURI

Notes to the Basic Financial Statements

December 31, 2024

(3) Tax Revenues and Taxes Receivable

The City's property taxes are levied and recorded each November 1 on the assessed value as of the prior January 1 for all property located in the City and are delinquent on January 1 (the lien date) following the levy date. Assessed values are established by county assessors, subject to review by the County's Board of Equalization. The assessed value of local property at January 1, 2023, was \$352,696,782.

The City is permitted by the Missouri State Constitution to levy (without a vote of two-thirds of the voting electorate) taxes up to \$1.00 per \$100 of assessed valuation for general governmental services other than the payment of principal and interest on long-term debt. The City's property tax levies per \$100 of assessed valuation for the year in which the revenues were earned were as follows:

<u>Fund</u>	<u>Levy</u>
General Fund	\$ 0.4341
General Revenue- Temporary	0.1642
	<u>\$ 0.5983</u>

Tax revenues for the year ended December 31, 2024, consisted of the following:

	<u>Property Taxes</u>	<u>Sales Taxes</u>	<u>Franchise Taxes</u>	<u>Other Taxes</u>	<u>Total</u>
Major governmental funds:					
General	\$ 1,826,629	\$ 1,965,563	\$ 937,859	\$ -	\$ 4,730,051
Transportation Sales Tax	-	843,852	-	-	843,852
Park Sales Tax	-	1,049,041	-	-	1,049,041
Public Safety Sales Tax	-	1,029,532	-	-	1,029,532
Creekside Development	486,317	682,124	-	32,741	1,201,182
Debt Service Fund	575,990	-	-	-	575,990
Nonmajor funds	107,837	1,634,796	-	116,605	1,859,238
	<u>\$ 2,996,773</u>	<u>\$ 7,204,908</u>	<u>\$ 937,859</u>	<u>\$ 149,346</u>	<u>\$ 11,288,886</u>

Taxes receivable represent property, sales, and franchise taxes, including interest and penalties, reduced by an appropriate allowance for uncollectable taxes. Taxes receivable consisted of the following at December 31, 2024:

	<u>Sales Taxes</u>	<u>Franchise Taxes</u>	<u>Total</u>
Major governmental funds:			
General	\$ 457,377	\$ 122,474	\$ 579,851
Transportation Sales Tax	305,114	-	305,114
Park Sales Tax	175,964	-	175,964
Public Safety Sales Tax	175,438	-	175,438
Creekside Development	127,451	-	127,451
Nonmajor funds	422,303	-	422,303
Total sales taxes receivable	<u>\$ 1,663,647</u>	<u>\$ 122,474</u>	<u>\$ 1,786,121</u>

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CITY OF PARKVILLE, MISSOURI

Notes to the Basic Financial Statements

December 31, 2024

(4) Intergovernmental Revenues/Receivables

Intergovernmental revenues for the year ended December 31, 2024, consisted of the following:

	<u>General</u>	<u>Transportation Sales Tax</u>	<u>Park Sales Tax</u>	<u>Creekside Development</u>	<u>Debt Service</u>	<u>Nonmajor Funds</u>	<u>Total</u>
Grants - Federal, State and Local	\$ 110,356	\$ -	\$ 100,805	\$ -	\$ -	\$ 491,663	\$ 702,824
State:							
Motor vehicle taxes and fees	-	275,115	-	-	-	-	275,115
Local:							
Special road district	-	209,102	-	-	-	-	209,102
County transportation	-	274,765	-	-	-	-	274,765
Economic activity taxes	-	-	-	53,079	-	213,395	266,474
9 Hwy CID	-	-	-	-	207,225	-	207,225
Total intergovernmental revenues	<u>\$ 110,356</u>	<u>\$ 758,982</u>	<u>\$ 100,805</u>	<u>\$ 53,079</u>	<u>\$ 207,225</u>	<u>\$ 705,058</u>	<u>\$ 1,935,505</u>

Amounts due from other governments at December 31, 2024, were as follows:

	<u>General</u>	<u>Transportation Sales Tax</u>	<u>Nonmajor Funds</u>	<u>Total</u>
Grants - Federal, State and Local	\$ -	\$ -	\$ 115,140	\$ 115,140
Motor vehicle taxes and fees	9,474	23,605	-	33,079
Total due from other governments	<u>\$ 9,474</u>	<u>\$ 23,605</u>	<u>\$ 115,140</u>	<u>\$ 148,219</u>

Draft - Subject of Change

CITY OF PARKVILLE, MISSOURI

Notes to the Basic Financial Statements

December 31, 2024

(5) Interfund Activity

Transfers between funds for the year ended December 31, 2024, were as follows:

	Transfers Out:			Total
	General	Park Sales Tax	Nonmajor Governmental Funds	
Transfers In:				
Governmental activities:				
General	\$ -	\$ -	\$ 359,114	\$ 359,114
Transportation Sales Tax	243,000	-	10,083	253,083
Park Sales Tax	426,000	-	-	426,000
Public Safety Sales Tax	1,500,000	-	-	1,500,000
Creekside Development	-	-	77,930	77,930
Debt Service	291,000	-	43,650	334,650
Nonmajor Governmental Funds	185,000	104,592	162,296	451,888
Total	\$ 2,645,000	\$ 104,592	\$ 653,073	\$ 3,402,665

Transfers are used to (1) move revenues from the fund that statute or budget requires to collect them to the fund that statute or budget requires to expend them, and (2) to use unrestricted revenues collected in a fund used to finance various programs and debt service payments accounted for in other funds in accordance with budgetary authorizations. Any transfers within the governmental funds or within the proprietary funds have been eliminated in the government-wide statement of activities.

Interfund receivable and payable balances as of December 31, 2024, were as follows:

	Due to: General Fund
Due from:	
Park Sales Tax Fund	\$ 24,781
Debt Service Fund	1,751
	\$ 26,532

Amounts due to the General Fund represent advances for short-term cash flow needs.

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CITY OF PARKVILLE, MISSOURI

Notes to the Basic Financial Statements

December 31, 2024

(6) Leases Receivable

The City implemented Government Accounting Standards Board No. 87, Leases (GASB 87). Under GASB 87, a lessor is required to recognize a lease receivable and a deferred inflow of resources at the commencement of the lease term. The lease receivable is measured at the present value of the lease payments expected to be received during the lease term. The deferred inflows of resources are measured at the value of the lease receivable plus any payments received at or before the commencement of the lease term that related to future periods.

On November 2017, the City entered into a 230 month lease for the right to place communication equipment on a water tower. The lessee is required to make monthly payments totaling approximately \$30,000 annually with an annual increase of 3.5 percent scheduled each November 1. The lease contains an option to extend the original lease for five (5) additional years through November 1, 2037. The lease receivable is measured as the present value of the future rent payments expected to be received during the lease term at a discount rate of 4.25%, which is the increment borrowing rate at the inception of the lease. As of December 31, 2024, the value of the lease receivable is \$297,803. As of December 31, 2024, the value of the deferred inflow of resources was \$281,250, and the City recognized lease revenue of \$21,774 during the fiscal year.

A summary of the lease receivable activity for the year ended December 31, 2024, is as follows:

Lease Description	Balance, beginning of year	Additions	Retirements	Balance, end of year
Land leases	\$ 314,753	\$ -	\$ 16,950	\$ 297,803

The future minimum lease payments due under the lease arrangement for the years ending December 31 are as follows:

	Lease Receivable		
	Principal	Interest	Total
2025	\$ 17,685	\$ 12,315	\$ 30,000
2026	18,452	11,548	30,000
2027	19,251	10,749	30,000
2028	20,086	9,914	30,000
2029	20,956	9,044	30,000
2030-2034	119,216	30,784	150,000
2035-2037	82,157	5,342	87,499
	<u>\$ 297,803</u>	<u>\$ 89,696</u>	<u>\$ 387,499</u>

Draft - Subject of Change

CITY OF PARKVILLE, MISSOURI

Notes to the Basic Financial Statements

December 31, 2024

(7) Capital Assets

A summary of the changes in capital assets for the year ended December 31, 2024, is as follows:

	December 31,			December 31,
	2023	Additions	Deletions	
Governmental activities:				
Capital assets, not being depreciated				
Land	\$ 2,719,880	\$ -	\$ -	\$ 2,719,880
Construction in progress	73,086	400,883	-	473,969
Total capital assets, not being depreciated	<u>2,792,966</u>	<u>400,883</u>	<u>-</u>	<u>3,193,849</u>
Capital assets, being depreciated				
Buildings and improvements	5,093,035	186,192	-	5,279,227
Equipment and vehicles	2,704,085	318,115	595,954	2,426,246
Right of use asset - Parking lot	345,469	-	-	345,469
Infrastructure	12,099,747	1,013,550	-	13,113,297
Total capital assets being depreciated	<u>20,242,336</u>	<u>1,517,857</u>	<u>595,954</u>	<u>21,164,239</u>
Less accumulated depreciation for:				
Buildings and improvements	2,219,787	156,685	-	2,376,472
Equipment and vehicles	1,910,954	234,173	595,954	1,549,173
Right of use asset - Parking lot	-	8,637	-	8,637
Infrastructure	3,176,635	325,103	-	3,501,738
Total accumulated depreciation	<u>7,307,376</u>	<u>724,598</u>	<u>595,954</u>	<u>7,436,020</u>
Total capital assets being depreciated, net	<u>12,934,960</u>			<u>13,728,219</u>
Governmental activities capital assets, net	<u>\$ 15,727,926</u>			<u>\$ 16,922,068</u>
Business-type activities:				
Capital assets, not being depreciated				
Land	\$ 81,783	\$ -	\$ -	\$ 81,783
Total capital assets, not being depreciated	<u>81,783</u>	<u>-</u>	<u>-</u>	<u>81,783</u>
Capital assets, being depreciated				
Buildings and improvements	5,728,342	515,861	300,000	5,944,203
Equipment and vehicles	352,014	17,971	-	369,985
Infrastructure	3,742,171	267,282	-	4,009,453
Total capital assets being depreciated	<u>9,822,527</u>	<u>801,114</u>	<u>300,000</u>	<u>10,323,641</u>
Less accumulated depreciation for:				
Buildings and improvements	4,714,153	203,557	300,000	4,617,710
Equipment and vehicles	322,800	2,890	-	325,690
Infrastructure	1,470,232	76,852	-	1,547,084
Total accumulated depreciation	<u>6,507,185</u>	<u>283,299</u>	<u>300,000</u>	<u>6,490,484</u>
Total capital assets being depreciated, net	<u>3,315,342</u>			<u>3,833,157</u>
Business-type activities capital assets, net	<u>\$ 3,397,125</u>			<u>\$ 3,914,940</u>

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CITY OF PARKVILLE, MISSOURI

Notes to the Basic Financial Statements

December 31, 2024

Depreciation expense was charged to functions and programs of the primary government as follows:

Governmental activities:

General government	\$	132,459
Public safety		75,877
Public works		424,526
Parks and recreation		82,688
Community development		<u>9,048</u>
Total depreciation expense for governmental activities	\$	<u><u>724,598</u></u>

Business-type activities:

Sewer	\$	<u>283,299</u>
Total depreciation expense for business-type activities	\$	<u><u>283,299</u></u>

Draft - Subject of Change

CITY OF PARKVILLE, MISSOURI

Notes to the Basic Financial Statements

December 31, 2024

(8) Long Term Debt

A summary of the changes in long term debt for the year ended December 31, 2024, is as follows:

	Beginning of Year	Adjustments/ Additions	Adjustments/ Retirements	End of Year	Due Within One Year
Governmental Activities:					
Limited general obligation bonds:					
Series 2020A - Brush Creek	\$ 3,420,000	\$ -	\$ 290,000	\$ 3,130,000	\$ 295,000
Series 2020B - Brink Meyer	2,340,000	-	195,000	2,145,000	200,000
	<u>5,760,000</u>	<u>-</u>	<u>485,000</u>	<u>5,275,000</u>	<u>495,000</u>
Certificates of participation - 2015	831,135	-	444,872	386,263	123,277
Certificates of participation - 2021A	2,450,000	-	160,000	2,290,000	165,000
Premium on issuance	90,943	-	6,736	84,207	6,736
Finance leases	332,001	160,776	82,307	410,470	100,141
Lease liabilities	345,469	-	-	345,469	56,863
* Compensated absences	196,022	38,924	-	234,946	234,946
Total Governmental Activities	<u>10,005,570</u>	<u>199,700</u>	<u>1,178,915</u>	<u>9,026,355</u>	<u>1,181,963</u>
Business-type Activities:					
Revenue bonds	200,000	-	170,000	30,000	30,000
Total Business-type Activities	<u>200,000</u>	<u>-</u>	<u>170,000</u>	<u>30,000</u>	<u>30,000</u>
Total Primary Government	<u>\$10,205,570</u>	<u>\$ 199,700</u>	<u>\$ 1,348,915</u>	<u>\$ 9,056,355</u>	<u>\$ 1,211,963</u>

* The change in compensated absences is presented as a net change

A. Limited General Obligation Bonds

The City has issued special limited general obligation bonds to provide funds for the acquisition and construction of certain neighborhood improvement projects. Financing is provided by special assessments levied within the respective Districts. Special general obligation bonds are direct obligations and pledge the full faith and credit of the City.

In June 2020, the City issued \$3,995,000 Series 2020A, Taxable Neighborhood Improvement District Limited General Obligation Refunding Bonds (Brush Creek Drainage Area Neighborhood Improvement Project) Bonds (2020A bonds).

In June 2020, the City issued \$2,730,000 Series 2020B, Taxable Neighborhood Improvement District Limited General Obligation Refunding Bonds (Brink Meyer Road Neighborhood Improvement Project) Bonds (2020B bonds).

Brush Creek and Brink Meyer Special Assessments

In 2015, the City began the required special assessment levy on the property owners within the Brush Creek Drainage Area Neighborhood Improvement (Brush Creek NID) and the Brink Meyer Road Neighborhood Improvement District (Brink Meyer NID).

The City has taken legal actions against certain properties located within the Brush Creek and Brink Meyer NIDs related to delinquent special assessments on those properties. These properties are no longer subject to Brush Creek NID and/or the Brink Meyer Road NID special assessments. As discussed in Note 12, the City has entered into purchase agreements related to certain properties acquired.

Draft - Subject of Change

CITY OF PARKVILLE, MISSOURI

Notes to the Basic Financial Statements

December 31, 2024

The Brush Creek and Brink Meyer NID's originally scheduled annual special assessments necessary to meet the Series 2020A and 2020B (the Series 2020A&B were issued to refund the 2014A&B bonds) debt service requirements were approximately \$670,000. Currently, the anticipated annual collections of special assessments are scheduled to be approximately \$274,000. During the year ended December 31, 2024, the City transferred \$291,000 from the General Fund to the Debt Service Fund to cover the shortfall of special assessments necessary to meet the 2020A and 2020B debt service requirements.

The City's limited general obligation bonds as of December 31, 2024, are as follows:

Series 2020A - Taxable Neighborhood Improvement District - Limited General Obligation Refunding Bonds (Brush Creek Drainage Area Neighborhood Improvement Project); due in annual installments through March 1, 2034; interest at 0.7% to 2.0%	\$ 3,130,000
Series 2020B - Taxable Neighborhood Improvement District - Limited General Obligation Refunding Bonds (Brink Meyer Road Neighborhood Improvement Project); due in annual installments through March 1, 2034; interest at 0.7% to 2.0%	<u>2,145,000</u>
Total limited general obligation bonds	<u>\$ 5,275,000</u>

B. Certificates of Participation

During fiscal year 2015, the City issued \$3,383,722 Refunding Certificates of Participation Series 2015 to current refund the 2006 Certificates of Participation issued for the purpose of constructing City Hall, public parking lot and certain other capital improvements within the City. A temporary tax levy was approved to fund a portion of the debt service payments. Principal and interest payments are due semi-annually beginning on September 1, 2016, through March 1, 2027, with principal payments ranging from \$139,867 to \$444,872, with an interest rate of 2.24%. The outstanding balance at December 31, 2024, is \$386,263.

During fiscal year 2021, the City issued \$2,985,000 Certificates of Participation Series 2021A to provide funding for the Route 9 Project. Principal and interest payments are due semi-annually beginning on March 1, 2022, through March 1, 2037, with principal payments ranging from \$160,000 to \$375,000, with an interest rate of 2.0%. The outstanding balance at December 31, 2024, is \$2,290,000.

C. Revenue Bonds

The City issued Sewerage System Revenue Bonds (State Revolving Loan Fund (SRF)) Series 2004A in the original amount of \$2,750,000. The Series 2004A Sewerage System Revenue Bonds are special, limited obligations of the City payable solely from, and secured by a pledge of, the net revenues of the Sewer Fund. The bonds are due in annual installments of \$30,000 to \$170,000 through January 1, 2025, with interest ranging from 3.0% to 5.25%. The outstanding balance at December 31, 2024, is \$30,000.

Draft - Subject of Change

CITY OF PARKVILLE, MISSOURI

Notes to the Basic Financial Statements

December 31, 2024

D. Future Debt Service Requirements

Year Ending December 31	Governmental Activities					
	Limited General Obligation Refunding Bonds - Series 2020A (Brush Creek)		Limited General Obligation Refunding Bonds - Series 2020B (Brink Meyer)		Certificates of Participation Series 2015	
	Principal	Interest	Principal	Interest	Principal	Interest
2025	\$ 295,000	\$ 48,659	\$ 200,000	\$ 17,184	\$ 123,277	\$ 7,272
2026	295,000	45,488	205,000	16,184	123,119	4,512
2027	300,000	41,841	205,000	15,005	139,867	1,567
2028	305,000	37,681	210,000	13,673	-	-
2029	310,000	32,989	210,000	12,150	-	-
2030-2034	1,625,000	79,802	1,115,000	32,675	-	-
2035-2038	-	-	-	-	-	-
	<u>\$ 3,130,000</u>	<u>\$ 286,459</u>	<u>\$ 2,145,000</u>	<u>\$ 106,870</u>	<u>\$ 386,263</u>	<u>\$ 13,351</u>

Year Ending December 31	Governmental Activities				Business-type Activities	
	Certificates of Participation Series 2021A		Governmental Activities Total		Sewage System Revenue Bonds Series 2004A	
	Principal	Interest	Principal	Interest	Principal	Interest
2025	\$ 165,000	\$ 45,800	\$ 783,277	\$ 118,915	\$ 30,000	\$ 5,175
2026	165,000	42,500	788,119	108,683	-	-
2027	165,000	39,200	809,867	97,613	-	-
2028	165,000	35,900	680,000	87,253	-	-
2029	170,000	30,900	690,000	76,039	-	-
2030-2034	890,000	96,500	3,630,000	208,977	-	-
2035-2038	570,000	17,300	570,000	17,300	-	-
Totals	<u>\$ 2,290,000</u>	<u>\$ 308,100</u>	<u>\$ 7,951,263</u>	<u>\$ 714,780</u>	<u>\$ 30,000</u>	<u>\$ 5,175</u>

E. Finance Lease Agreements

The City has entered into eleven (11) financing lease agreements for the acquisition of various vehicles under terms generally from forty-eight (48) to sixty (60) months. Under the financing lease agreements, the City is scheduled to make monthly payments ranging from \$792 to \$1,343 with interest varying from 4.3 to 8.9%.

The future minimum lease payments are as follows:

Year Ending	Governmental Activities	
	Principal	Interest
2025	\$ 100,141	\$ 19,724
2026	105,820	14,045
2027	111,846	8,019
2028	77,339	2,556
2029	15,324	203
	<u>\$ 410,470</u>	<u>\$ 44,547</u>

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CITY OF PARKVILLE, MISSOURI

Notes to the Basic Financial Statements

December 31, 2024

F. Lease liabilities

The city entered into one right of use lease agreement for the use of a parking lot under terms of 20 years. Under the right of use lease agreement, the City is scheduled to make annual payments of \$22,041 with interest of 3.59%.

Management determined that the lease was not recorded in prior years in error and has reported it prospectively. There is no impact to net position.

The future minimum lease payments are as follows:

<u>Year Ending</u>	<u>Governmental Activities</u>	
	<u>Principal</u>	<u>Interest</u>
2025	\$ 56,863	\$ 9,260
2026	11,686	10,355
2027	12,105	9,936
2028	12,540	9,501
2029	12,990	9,052
2030 - 2034	72,282	37,923
2035 - 2039	86,214	23,991
2040 - 2043	80,789	7,374
	<u>\$ 345,469</u>	<u>\$ 117,392</u>

G. Conduit Debt

The City is authorized to issue industrial development revenue bonds to finance the costs of office and other industrial and commercial developments. Bonds are secured by the property financed and are payable solely from payments received on the underlying lease agreements. The bonds and the interest are limited obligations of the City payable solely out of the payments, revenues, and receipts derived by the City from the lease agreements. At December 31, 2024, there are two outstanding industrial revenue bond issuances with a total principal amount of approximately \$191 million.

(9) Cooperative Agreement – Sewer Services

The City has entered into agreements with the City of Kansas City, Missouri, and the Platte County Regional Sewer District to provide certain sewer services for the City. For the year ended December 31, 2024, expenses incurred under these agreements were \$40,635 (Kansas City, Missouri) and \$18,722 (Platte County Regional Sewer District).

(10) Employees Retirement System

A. Plan Description

The City's defined benefit pension plan provides certain retirement, disability, and death benefits to plan members and beneficiaries. The City participates in the Missouri Local Government Employees Retirement System (LAGERS). LAGERS is an agent multiple-employer, statewide public employee pension plan established in 1967 and administered in accordance with RSMo. 70.600-70.755. As such, it is LAGERS responsibility to administer the law in accordance with the expressed intent of the General Assembly. The plan is qualified under the Internal Revenue Code Section 401(a) and is tax exempt. The responsibility for the operations and administration of LAGERS is vested in the LAGERS Board of Trustees consisting of seven persons. LAGERS' issues a publicly available financial report that includes financial statements and required supplementary information. This report may be obtained by accessing the LAGERS website at www.molagers.org.

Draft - Subject of Change

CITY OF PARKVILLE, MISSOURI

Notes to the Basic Financial Statements

December 31, 2024

B. Benefits Provided

LAGERS provides retirement, death, and disability benefits. Benefit provisions are adopted by the governing body of the employer, within the options available in the state statutes governing LAGERS. All benefits vest after 5 years of credited service. Employees who retire on or after age 60 (55 for police) with 5 or more years of service are entitled to an allowance for life based upon the benefit program information provided below. Employees may retire with an early retirement benefit with a minimum of 5 years of credited service and after attaining age 55 (50 for police) and receive a reduced allowance.

	<u>2024 Valuation</u>
Benefit Multiplier:	2.00%
Final Average Salary:	5 Years
Member Contributions:	4%

Benefit terms provide for annual post-retirement adjustments to each member's retirement allowance subsequent to the member's retirement date. The annual adjustment is based on the increase in the Consumer Price Index and is limited to 4% per year.

C. Employees Covered by Benefit Terms

The following employees were covered by the benefit terms:

	<u>General</u>	<u>Police</u>	<u>Total</u>
Inactive employees or beneficiaries currently receiving benefits	6	4	10
Inactive employees entitled to but not yet receiving benefits	14	10	24
Active employees	<u>28</u>	<u>12</u>	<u>40</u>
	<u>48</u>	<u>26</u>	<u>74</u>

D. Contributions

The employer is required to contribute amounts at least equal to the actuarially determined rate, as established by LAGERS. The actuarially determined rate is the estimated amount necessary to finance the cost of benefits earned by employees during the year, with an additional amount to finance an unfunded accrued liability. Full-time employees of the employer contribute 4% to the pension plan. Employer contribution rates are 17.4% (General) and 21.0% (Police) of annual covered payroll.

E. Net Pension Liability

The City's net pension liability was measured as of June 30, 2024, and the total pension liability used to calculate the net pension liability was determined by an actuarial valuation as of February 29, 2024.

F. Actuarial Assumptions

The total pension liability in the February 29, 2024, actuarial valuation was determined using the following actuarial assumptions, applied to all periods included in the measurement:

Inflation	2.75% wage inflation; 2.25% price inflation
Salary Increase	2.75% to 6.75% including wage inflation (General) 2.75% to 6.55% including wage inflation (Police)
Investment rate of return	7.00%, net of investment expenses

Draft - Subject of Change

CITY OF PARKVILLE, MISSOURI

Notes to the Basic Financial Statements

December 31, 2024

The healthy retiree mortality tables, for post-retirement mortality, were 115% of the PubG-2010 mortality tables for males and females. The disabled retiree mortality tables, for post-retirement mortality, were 115% of the PubG-2010 disabled mortality table for males and females. The pre-retirement mortality tables used were 75% of the PubG-2010 employees mortality table for males and females.

Both the post-retirement and pre-retirement tables were adjusted for mortality improvement back to the observation period base year of 2006. The base year for males was then established to be 2017. Mortality rates for a particular calendar year are determined by applying the MP-2020 mortality improvement scale to the above described tables.

The long-term expected rate of return on pension plan investments was determined using a model method in which the best-estimate ranges of expected future real rates of return (expected returns, net of investment expenses and inflation) are developed for each major asset class. These ranges are combined to produce the long-term expected rate of return by weighting the expected future real rates of return by the target asset allocation percentage and by adding expected inflation. The target allocation and a weighted average of the geometric real rates of return for each major asset class rollup are summarized in the following table:

<u>Asset Class</u>	<u>Target Allocation</u>	<u>Long-Term Expected Real Rate of Return</u>
Alpha	15.00%	3.67%
Equity	35.00%	4.78%
Fixed income	31.00%	1.41%
Real Assets	36.00%	3.29%
Strategic Assets	8.00%	5.25%
Cash/Leverage	-25.00%	-0.29%

G. Discount Rate

The discount rate used to measure the total pension liability is 7.00%. The projection of cash flows used to determine the discount rate assumes that employer and employee contributions will be made at the rates agreed upon for employees and the actuarially determined rates for employers. Based on these assumptions, the pension plan's fiduciary net position was projected to be available to pay all projected future benefit payments of current active and inactive employees. Therefore, the long-term expected rate of return on pension plan investments was applied to all periods of projected benefit payment to determine the total pension liability.

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CITY OF PARKVILLE, MISSOURI

Notes to the Basic Financial Statements

December 31, 2024

H. Changes in the Net Pension Liability

	Increase (Decrease)		
	Total Pension Liability	Plan Fiduciary Net Position	Net Pension Liability
	(a)	(b)	(a) - (b)
Balances at beginning of year	\$ 5,150,983	\$ 4,196,013	\$ 954,970
Changes for the year:			
Service Cost	325,772	-	325,772
Interest	368,101	-	368,101
Change in benefit terms	116,282	-	116,282
Difference between expected and actual	564,474	-	564,474
Contributions - employer	-	523,090	(523,090)
Contributions - employee	-	56,366	(56,366)
Net investment income	-	225,913	(225,913)
Benefit payments, including refunds	(106,864)	(106,864)	-
Administrative expense	-	(8,562)	8,562
Other changes (net transfer)	-	(837)	837
Net changes	1,267,765	689,106	578,659
Balances at end of year	\$ 6,418,748	\$ 4,885,119	\$ 1,533,629

I. Sensitivity of the Net Pension Liability to Changes in the Discount Rate

The following presents the Net Pension Liability of the employer, calculated using the discount rate of 7.00%, as well as what the employer's Net Pension Liability would be using a discount rate that is one percentage point lower (6.00%) or one percentage point higher (8.00%) than the current rate.

	1% Decrease 6.00%	Current Single Discount Rate Assumption 7.00%	1% Increase 8.00%
Total Pension Liability	\$ 7,457,561	\$ 6,418,748	\$ 5,570,328
Plan Fiduciary Net Position	(4,885,119)	(4,885,119)	(4,885,119)
Net Pension Liability	\$ 2,572,442	\$ 1,533,629	\$ 685,209

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CITY OF PARKVILLE, MISSOURI

Notes to the Basic Financial Statements

December 31, 2024

J. Pension Expense and Deferred Outflows of Resources and Deferred Inflows of Resources Related to Pensions

For the year ended December 31, 2024, the City recognized LAGERS pension expense of \$577,442; \$339,069 (General) and \$238,373 (Police). The City reported deferred outflows related to LAGERS pension from the following sources:

	General	Police	Total
Deferred Outflows of Resources:			
Difference in experience	\$ 363,659	\$ 213,840	\$ 577,499
Difference in projected and actual earnings on plan investments	79,327	63,005	142,332
Contributions subsequent to the measurement date*	143,928	73,068	216,996
Total	<u>\$ 586,914</u>	<u>\$ 349,913</u>	<u>\$ 936,827</u>
Deferred Inflows of Resources:			
Assumption changes	\$ (92,741)	\$ (28,489)	\$ (121,230)
Difference in experience	(7,920)	(1,203)	(9,123)
Total	<u>\$ (100,661)</u>	<u>\$ (29,692)</u>	<u>\$ (130,353)</u>

*The amount reported as deferred outflows of resources resulting from contributions subsequent to the measurement date will be recognized as a reduction in the Net Pension Liability for the year ending December 31, 2025.

Net amounts reported as deferred outflows and deferred inflows of resources related to LAGERS pension will be recognized in pension expense as follows:

Year ending December 31:	General	Police	Total
2025	\$ 39,043	\$ 45,795	\$ 84,838
2026	98,505	89,163	187,668
2027	76,538	63,059	139,597
2028	63,039	44,717	107,756
2029	61,136	4,419	65,555
Thereafter	4,064	-	4,064
Total	<u>\$ 342,325</u>	<u>\$ 247,153</u>	<u>\$ 589,478</u>

K. Payable to the Pension Plan

At December 31, 2024, there were no outstanding contributions payable to the LAGERS pension plan.

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CITY OF PARKVILLE, MISSOURI

Notes to the Basic Financial Statements

December 31, 2024

(11) Commitments and Contingencies

A. Insurance

The City is exposed to various risks of loss related to torts; theft of, damage to, and destruction of assets; errors and omissions; injuries to employees; and natural disasters.

The City is a member of the Midwest Public Risk (MPR), formerly Mid-America Regional Council Insurance Trust, a not-for-profit corporation consisting of local governments and political subdivisions. MPR was formed as a public entity risk retention pool to cover health and dental, workers' compensation, and property and casualty claims for its members. MPR has been established as assessable pools and accounting records are maintained for each line of coverage on a policy-year basis. The City pays annual premiums to MPR for all coverage. The agreement with MPR provides that MPR will be self-sustaining through member premiums. MPR has the authority to assess members for any deficiencies of revenues under expenses for any single plan year. Likewise, MPR has the authority to declare refunds to members for the excess of revenues over expenses relating to any single plan year. The City continues to carry commercial insurance for employee life insurance and short-term disability. The amount of settlements has not exceeded the City's insurance coverage in any of the past three fiscal years.

B. Investments-Trust Fund

The City was the recipient of funds from a resident's estate during the calendar year 2002. The funds were previously held by a trustee for the benefit of the City. In 2011, the City took over management of the fund and by Resolution No. 12-01-13, the Board of Aldermen enacted a policy restricting the use of the fund to follow the intentions of the original donor of the fund. The nature of the fund is that the principal of the contributions is to remain intact. One-half of the interest earnings are to be added to the principal and the remaining one-half of annual earnings may be used to fund City capital projects. At December 31, 2024, the fund had \$38,015 net appreciation on assets available for expenditure which is reported as restricted fund balance and \$596,035 in principal which is reported as nonspendable fund balance. Both of these amounts are reported as restricted net position on the government-wide statement of net position. The State of Missouri requires that recipients of endowment gifts maintain the original principal intact at the original donation value.

C. Federal and State Grants

The City has received financial assistance from various federal, state, and local agencies in the form of grants and entitlements. These programs are subject to audit by agents of the granting authority. Management does not believe that liabilities for reimbursements, if any, will have a materially adverse effect upon the financial condition of the City.

D. Litigation

The City is involved in legal proceedings arising from the ordinary course of City activities. While these proceedings may have future financial effect, management believes that their ultimate outcome will not be material to the basic financial statements.

Subsequent to year-end, on May 28, 2025, a court judgment was issued against the City awarding damages on claims of inverse condemnation and equal protection in the combined total of \$633,000, together with pre-judgement interest totaling \$110,738, resulting in a judgement against the City in the amount of \$743,738. This judgement is final and under appeal.

Although the judgment was issued after the fiscal year-end, the underlying events giving rise to the litigation occurred during the reporting period, and a potential claim was considered both probable and estimable as of year-end. Accordingly, the City has recorded a claims payable liability of \$743,738 in the financial statements for the year ended December 31, 2024

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CITY OF PARKVILLE, MISSOURI

Notes to the Basic Financial Statements

December 31, 2024

Management does not believe this judgment will materially impact the City's ability to meet its ongoing financial obligations and is pursuing an appeal to the judgement.

(12) Development Agreements

Tax Increment Financing and Economic Development Contract

On April 23, 2019, the City entered into a Tax Increment Financing and Economic Development Contract (the Agreement) with various Creekside Development entities (the Developer). The Agreement sets forth the implementation of the Creekside Plan, including the responsibilities of the City and the Developer.

The Creekside Plan is a multi-phased project along three quadrants of the intersection of Interstate 435 and Missouri Highway 45 in the City, and consists of the following planned developments:

- The Meadows At Creekside – a planned residential development consisting of 101 single-family homes, 96 townhome units and 216 apartment units on the southeast quadrant of the interchange (consisting of approximately 43.24 acres).
- Old Town At Creekside – a planned commercial development consisting of 13 lots for six restaurants, two mixed-use retail buildings with 100 apartment units, one café, one grocery/market, one hotel and one bank on the southeast quadrant of the interchange (consisting of approximately 38.12 acres).
- The Woods At Creekside & Creekside Village – a planned residential development consisting of 115 single-family homes (consisting of approximately 32.14 acres) and 172 townhome units in 43 buildings (consisting of approximately 23.36 acres) on the northwest quadrant of the interchange.
- Creekside Commons – a planned commercial development consisting of 10 lots for three hotels, two restaurants, a quick-serve restaurant, a gas station, a pharmacy/medical office, one mixed-use retail building with 50 apartment units, and six tournament quality youth baseball and softball fields on the northwest quadrant of the interchange. The total ballfield space of Creekside Commons consists of approximately 681,240 square feet, with total building space of the development consisting of approximately square feet, and total commercial space of the development (minus hotels) consisting of 66,100 square feet.
- Creekside Industrial – a planned industrial development consisting of 29 pad sites (a total of 1,024,106 square feet) for office/service and industrial uses on the southwest quadrant of the interchange.

The estimated cost of the entire Creekside project is approximately \$335 million with financial assistance from all sources of approximately \$52 million, plus interest and financing costs.

Tract IX Purchase Agreement – Meadows at Creekside

On March 5, 2019, the City entered into a Real Estate Purchase Agreement (Agreement) to sell approximately 70 acres of land held for development to a developer for a total purchase price of \$4,800,000. The agreement provides for the acquisition of the property in two phases. The initial portion (Phase I) of the property to be acquired is approximately 35 acres. The second portion (Phase II) of the property to be acquired is approximately 35 acres.

The purchase price for Phase I is \$2,400,000 and is payable with \$400,000 due at the Phase I closing and the execution of a Promissory Note of \$2,000,000 delivered by the Meadows at Creekside Community Improvement District (the CID) (Phase I closing was completed in 2019). The Promissory Note is payable solely from the proceeds of special assessments levied by the CID and secured by a second deed of trust.

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CITY OF PARKVILLE, MISSOURI

Notes to the Basic Financial Statements

December 31, 2024

The purchase price for Phase II is \$2,400,000 and is payable with \$400,000 due at the Phase II closing and the execution of a Promissory Note delivered by the CID (Phase II closing occurred in 2020). The Promissory Note is payable solely from the CID special assessments and secured by a second deed of trust. The Promissory Note is payable solely from the proceeds of special assessments levied by the CID and secured by a second deed of trust.

The Meadows at Creekside Community Improvement District (Meadows CID) has been established to levy certain special assessments on each apartment unit and single-family dwelling. The annual assessment will be \$1,737 per apartment unit and \$400 per single-family home. The City is scheduled to receive \$300,000 annually as payments on the promissory notes receivable over 16 years up to a total of \$4,000,000. At December 31, 2024, the outstanding balance of the related notes receivable totaled \$2,975,000.

Tract I Purchase Option Agreement – Creekside Industrial

In November 2020, the Developer exercised the Tract I Purchase Option. Under the Tract I Purchase Option, the Developer and City entered into a purchase and sale agreement (Tract I Purchase Agreement). The Tract I Purchase Agreement set the purchase price at \$1,600,000. Beginning January 1, 2022, the City will receive \$100,000 per year from the Hotel Special Assessment. In any year, the contribution from the Hotel Special Assessment falls short, or the Developer's failure to pay the difference, the City shall receive any outstanding amount receive up to \$100,000 each year from available sources in the Creekside Incentive Fund. All payments will be deducted from the \$1,600,000 purchase and sale agreement receivable. At December 31, 2024, the outstanding balance of the related notes receivable totaled \$1,300,000.

Notes receivable activity for the year ended December 31, 2024, was as follows:

Notes Receivable	Beginning Balance	Additions	Reductions	Ending Balance
Tract IX Meadows at Creekside	\$ 3,275,000	\$ -	\$ 300,000	\$ 2,975,000
Tract I Creekside Industrial	1,400,000	-	100,000	1,300,000
	<u>\$ 4,675,000</u>	<u>\$ -</u>	<u>\$ 400,000</u>	<u>\$ 4,275,000</u>

The City established the Creekside Community Improvement District (CID). The Creekside Transportation District (TDD) was established through a judicial process. The CID and TDD will impose a one percent sales tax for a period of 40 years to fund eligible CID and TDD improvements.

The City has also approved a Chapter 100 Industrial Development Plan for the portion of the site where the apartments are built. The Chapter 100 plan provides property tax abatement to the owners of the apartments for a sixteen-year period. The City has issued its Taxable Industrial Development Revenue Bonds (Creekside Development Apartments Project), Series 2019, in an aggregate principal amount not to exceed \$26,000,000 and its Taxable Industrial Development Revenue Bonds (Creekside Development Apartments Project), Series 2019, in an aggregate maximum principal amount of \$171,000,000, for the purpose of providing funds to pay the costs of the Project.

The Creekside Plan is on a pay-as-you-go basis payable from the incremental increase in property and sales taxes generated within TIF areas of the Creekside Plan. Funding is also available from CID and TDD one percent sales taxes and certain Meadows CID special assessments. As of December 31, 2024, certified tax increment financing reimbursable project costs totaled \$5,508,858. Current year reimbursements totaled \$564,353.

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CITY OF PARKVILLE, MISSOURI

Notes to the Basic Financial Statements

December 31, 2024

Parkville Market Place Tax Increment Financing Redevelopment Plan

In 2008, the City established the Parkville Market Place Tax Increment Financing Redevelopment Plan (Market Place Plan). The redeveloper designated as the redeveloper of Redevelopment Project Area 1 has not redeveloped Redevelopment Project Area 1. In 2018, the City amended the Market Place Plan to expand the boundaries of the original redevelopment area and created Redevelopment Project Area 2 (Project 2). Project 2 includes the construction of approximately 33,400 square feet of retail, restaurant, and/or other commercial facilities, and public and private infrastructure improvements. The Market Place Plan provides up to a maximum reimbursable project costs of \$5,916,893 for Project 2. The Market Place Plan is on a pay-as-you-go basis payable from the incremental increase in property and sales taxes. Funding is also available from the tax increment economic activity taxes portion of the Market Place Community Improvement District's one percent CID Sales tax and the tax increment economic activity taxes portion Market Place #2 Community Improvement District's one percent CID Sales tax. Current year reimbursements totaled \$261,660.

(13) Subsequent Events

The City evaluated subsequent events through **August XX, 2025**, the date the financial statements were available to be issued. Other than the subsequent event described in Note 11, no other subsequent events were identified that required adjustment to or disclosure in the financial statements.

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Schedule 1

CITY OF PARKVILLE, MISSOURI
Required Supplementary Information
Schedule of Revenues, Expenditures and
Changes in Fund Balances - Budget and Actual
General Fund
For the Year Ended December 31, 2024

	2024			Variance with Final Budget Positive (Negative)
	Original Budget	Final Budget	Actual	
Revenues:				
Taxes	\$ 4,300,500	\$ 4,513,000	\$ 4,730,051	\$ 217,051
Payments in lieu of tax	3,000	154,000	152,681	(1,319)
Intergovernmental	94,000	90,000	110,356	20,356
Fines and forfeitures	25,000	60,000	72,169	12,169
Licenses and permits	595,400	584,000	624,593	40,593
Charges for sewer	370,000	360,000	370,000	10,000
Interest	25,000	50,000	145,796	95,796
Other	170,000	244,000	154,076	(89,924)
Total Revenues	<u>5,582,900</u>	<u>6,055,000</u>	<u>6,361,922</u>	<u>306,922</u>
Expenditures:				
Current:				
General government	2,115,700	2,410,000	2,369,103	40,897
Public safety	170,000	156,500	159,111	(2,611)
Public works	436,000	469,500	465,318	4,182
Community development	578,000	669,000	668,229	771
Debt Service:				
Principal	-	-	32,294	(32,294)
Interest and fiscal charges	-	-	6,681	(6,681)
Total Expenditures	<u>3,299,700</u>	<u>3,705,000</u>	<u>3,700,736</u>	<u>4,264</u>
Excess of Revenues Over (Under) Expenditures	<u>2,283,200</u>	<u>2,350,000</u>	<u>2,661,186</u>	<u>311,186</u>
Other Financing Sources (Uses):				
Transfers in	118,000	118,000	359,114	241,114
Transfers out	(2,578,000)	(2,763,000)	(2,763,000)	-
Sale of land and capital assets	402,000	404,000	436,440	32,440
Total Other Financing Sources (Uses)	<u>(2,058,000)</u>	<u>(2,241,000)</u>	<u>(1,967,446)</u>	<u>273,554</u>
Change in fund balance	<u>\$ 225,200</u>	<u>\$ 109,000</u>	693,740	<u>\$ 584,740</u>
Fund Balances, Beginning of Year			<u>2,116,322</u>	
Fund Balances, End of Year			<u>\$ 2,810,062</u>	

Note: GAAP is the budgetary basis used to prepare this schedule

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Schedule 2

CITY OF PARKVILLE, MISSOURI
Required Supplementary Information
Schedule of Revenues, Expenditures and
Changes in Fund Balances - Budget and Actual
Transportation Sales Tax Fund
For the Year Ended December 31, 2024

	2024			Variance with Final Budget Positive (Negative)
	Original Budget	Final Budget	Actual	
Revenues:				
Taxes	\$ 758,000	\$ 758,000	\$ 843,852	\$ 85,852
Payments in lieu of tax	-	-	76,340	76,340
Intergovernmental	605,000	605,000	758,982	153,982
Grants and donations	-	-	20,000	20,000
Other	5,000	5,000	17,716	12,716
Total Revenues	<u>1,368,000</u>	<u>1,368,000</u>	<u>1,716,890</u>	<u>348,890</u>
Expenditures:				
Current:				
Public works	660,000	660,000	579,529	80,471
Capital outlay	948,000	948,000	880,100	67,900
Debt service:				
Principal	-	-	12,020	(12,020)
Interest and fiscal charges	-	-	3,485	(3,485)
Total Expenditures	<u>1,608,000</u>	<u>1,608,000</u>	<u>1,475,134</u>	<u>132,866</u>
Excess of Revenues Over (Under) Expenditures	<u>(240,000)</u>	<u>(240,000)</u>	<u>241,756</u>	<u>481,756</u>
Other Financing Sources (Uses):				
Transfers in	253,000	253,000	253,083	83
Total Other Financing Sources (Uses)	<u>253,000</u>	<u>253,000</u>	<u>253,083</u>	<u>83</u>
Change in fund balance	<u>\$ 13,000</u>	<u>\$ 13,000</u>	494,839	<u>\$ 481,839</u>
Fund Balances, Beginning of Year			<u>630,575</u>	
Fund Balances, End of Year			<u>\$ 1,125,414</u>	

Note: GAAP is the budgetary basis used to prepare this schedule

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Schedule 3

CITY OF PARKVILLE, MISSOURI
Schedule of Revenues, Expenditures and Changes in
Fund Balance - Budget and Actual
Park Sales Tax Fund
For the Year Ended December 31, 2024

	2024		Actual	Variance with Final Budget Positive (Negative)
	Original Budget	Final Budget		
Revenues:				
Taxes	\$ 975,000	\$ 975,000	\$1,049,041	\$ 74,041
Payments in lieu of tax	-	-	76,340	76,340
Intergovernmental	1,500	1,500	100,805	99,305
Charges for services	35,500	35,500	45,803	10,303
Other	1,000	1,000	-	(1,000)
Total Revenues	<u>1,013,000</u>	<u>1,013,000</u>	<u>1,271,989</u>	<u>258,989</u>
Expenditures:				
Current:				
Parks and recreation	1,495,000	1,495,000	1,254,884	240,116
Debt service:				
Principal	-	-	11,899	(11,899)
Interest and fiscal charges	-	-	3,038	(3,038)
Total Expenditures	<u>1,495,000</u>	<u>1,495,000</u>	<u>1,269,821</u>	<u>225,179</u>
Excess of Revenues Over Expenditures	(482,000)	(482,000)	2,168	484,168
Other financing sources (uses):				
Transfers in	426,000	426,000	426,000	-
Transfers out	-	-	(104,592)	(104,592)
Total Other Financing Sources (Uses)	<u>426,000</u>	<u>426,000</u>	<u>321,408</u>	<u>(104,592)</u>
Change in fund balance	<u>\$ (56,000)</u>	<u>\$ (56,000)</u>	323,576	<u>\$ 379,576</u>
Fund Balance, Beginning of Year			<u>1,756,950</u>	
Fund Balance, End of Year			<u>\$2,080,526</u>	

Note: GAAP is the budgetary basis used to prepare this schedule

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Schedule 4

CITY OF PARKVILLE, MISSOURI
Schedule of Revenues, Expenditures and Changes in
Fund Balance - Budget and Actual
Public Safety Sales Tax Fund
For the Year Ended December 31, 2024

	2024			Variance with Final Budget Positive (Negative)
	Original Budget	Final Budget	Actual	
Revenues:				
Taxes	\$ 966,000	\$ 966,000	\$ 1,029,532	\$ 63,532
Payments in lieu of tax	-	-	76,340	76,340
Other	3,000	3,000	3,235	235
Total Revenues	<u>969,000</u>	<u>969,000</u>	<u>1,109,107</u>	<u>140,107</u>
Expenditures:				
Public safety	2,398,500	2,398,500	1,793,308	605,192
Debt service:				
Principal	-	-	26,094	(26,094)
Interest and fiscal charges	-	-	8,828	(8,828)
Total Expenditures	<u>2,398,500</u>	<u>2,398,500</u>	<u>1,828,230</u>	<u>570,270</u>
Excess of Revenues Over Expenditures	<u>(1,429,500)</u>	<u>(1,429,500)</u>	<u>(719,123)</u>	<u>710,377</u>
Other financing sources (uses):				
Transfers in	1,500,000	1,500,000	1,500,000	-
Total Other Financing Sources (Uses)	<u>1,500,000</u>	<u>1,500,000</u>	<u>1,500,000</u>	<u>-</u>
Change in fund balance	<u>\$ 70,500</u>	<u>\$ 70,500</u>	780,877	<u>\$ 710,377</u>
Fund Balance, Beginning of Year			<u>192,285</u>	
Fund Balance, End of Year			<u>\$ 973,162</u>	

Note: GAAP is the budgetary basis used to prepare this schedule

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CITY OF PARKVILLE, MISSOURI

Notes to Required Supplementary Information

December 31, 2024

(1) Budgetary Data

The Board of Alderman adopted annual operating budgets for all funds except for the Court Recoupment Fees, Police Training Fees LET, Police Shop, TIF Development, Market Place Project 2, Market Place CID #1, Market Place CID #2, and the Creekside Development funds. The City's budget is adopted using Generally Accepted Accounting Principles on the Modified Accrual Basis of Accounting. Revisions to the budget can be made only by the Board of Alderman. Legally, expenditures may not exceed the total amount of expenditures budgeted, as revised, in each fund. All annual appropriations lapse at year end if not encumbered.

The City follows these procedures in establishing the budgetary date reflected in the financial statements, beginning in the prior year.

1. In early August, budget worksheets are issued to each department.
2. In early September, budget requests are submitted by departments to the City Administrator.
3. Budget meetings are held between the City Administrator and each department beginning in late September to early October.
4. In late October, a proposed budget is presented to the Board of Aldermen.
5. In early December, the Board of Alderman adopt the budget.

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Schedule 5

CITY OF PARKVILLE, MISSOURI
Required Supplementary Information
Schedule of Changes in Net Pension Liability and Related Ratios
For the Year Ended December 31, 2024

	<u>2024</u>	<u>2023</u>	<u>2022</u>	<u>2021</u>	<u>2020</u>	<u>2019</u>	<u>2018</u>	<u>2017</u>	<u>2016</u>	<u>2015</u>
Total Pension Liability										
Service costs	\$ 325,772	\$ 248,197	\$ 233,098	\$ 239,471	\$ 201,429	\$ 172,547	\$ 148,593	\$ 119,807	\$ 116,946	\$ 104,714
Interest on total pension liability	368,101	302,491	267,813	263,386	193,934	161,830	142,885	107,562	93,722	69,352
Changes in benefit terms	116,282	483,644	-	-	443,125	-	-	252,150	-	226,297
Difference between expected and actual experience of the total pension liability	564,474	(1,001)	115,342	(220,194)	126,146	117,686	(16,202)	19,236	(66,469)	(47,700)
Changes of assumptions		-	-	(24,731)	-	-	-	(12,160)	79,853	-
Benefit payments and refunds	(106,864)	(160,577)	(97,043)	(27,877)	(22,947)	(23,897)	(27,488)	(18,639)	(31,360)	(14,002)
Net change in total pension liability	1,267,765	872,754	519,210	230,055	941,687	428,166	247,788	467,956	192,692	338,661
Total pension liability - beginning of year	5,150,983	4,278,229	3,759,019	3,528,964	2,587,277	2,159,111	1,911,323	1,443,367	1,250,675	912,014
Total pension liability - end of year (a)	<u>\$ 6,418,748</u>	<u>\$ 5,150,983</u>	<u>\$ 4,278,229</u>	<u>\$ 3,759,019</u>	<u>\$ 3,528,964</u>	<u>\$ 2,587,277</u>	<u>\$ 2,159,111</u>	<u>\$ 1,911,323</u>	<u>\$ 1,443,367</u>	<u>\$ 1,250,675</u>
Plan Fiduciary Net Position										
Contributions - employer	\$ 523,090	\$ 351,758	\$ 261,709	\$ 263,683	\$ 206,382	\$ 177,852	\$ 155,363	\$ 112,455	\$ 93,771	\$ 73,690
Contributions - employee	56,366	101,877	84,888	84,397	82,259	77,157	68,390	62,865	61,441	60,880
Net investment income	225,913	134,301	3,647	741,438	30,625	120,889	180,098	141,948	63	17,409
Benefit payments and refunds	(106,864)	(160,577)	(97,043)	(27,877)	(22,947)	(23,897)	(27,488)	(18,639)	(31,360)	(14,002)
Administrative expenses	(8,562)	(9,442)	(5,858)	(5,040)	(6,190)	(5,440)	(3,246)	(3,626)	(3,451)	(3,356)
Other (net transfer)	(837)	(65,989)	118,221	3,250	2,550	(1,855)	(6,335)	1,806	(3,952)	38,126
Net change in plan fiduciary net position	689,106	351,928	365,564	1,059,851	292,679	344,706	366,782	296,809	116,512	172,747
Plan fiduciary net position - beginning of year	4,196,013	3,844,085	3,478,521	2,418,670	2,125,991	1,781,285	1,414,503	1,117,694	1,001,182	828,435
Plan fiduciary net position - end of year (b)	<u>\$ 4,885,119</u>	<u>\$ 4,196,013</u>	<u>\$ 3,844,085</u>	<u>\$ 3,478,521</u>	<u>\$ 2,418,670</u>	<u>\$ 2,125,991</u>	<u>\$ 1,781,285</u>	<u>\$ 1,414,503</u>	<u>\$ 1,117,694</u>	<u>\$ 1,001,182</u>
Net pension liability (a) - (b)	<u>\$ 1,533,629</u>	<u>\$ 954,970</u>	<u>\$ 434,144</u>	<u>\$ 280,498</u>	<u>\$ 1,110,294</u>	<u>\$ 461,286</u>	<u>\$ 377,826</u>	<u>\$ 496,820</u>	<u>\$ 325,673</u>	<u>\$ 249,493</u>
Plan net position as a percentage of the total pension liability	76.11%	81.46%	89.85%	92.54%	68.54%	82.17%	82.50%	74.01%	77.44%	80.05%
Covered employee payroll	2,885,767	2,361,665	2,044,016	2,033,168	2,136,492	1,935,516	1,567,178	1,457,585	1,415,099	1,414,512
Net pension liability/(asset) as a percentage of covered payroll	53.14%	40.44%	21.24%	13.80%	51.97%	23.83%	24.11%	34.09%	23.01%	17.64%

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Schedule 6

**CITY OF PARKVILLE, MISSOURI
Required Supplementary Information
Schedule of Employer Contributions
For the Year Ended December 31, 2024**

LAGERS (General and Police)

Fiscal Year	Actuarially Determined Contribution	Contribution in Relation	Contribution Deficiency	Covered Employee Payroll	Contribution as Percentage
2015	\$ 90,936	\$ 90,936	\$ -	1,500,864	6.06%
2016	93,266	93,266	-	1,559,830	5.98%
2017	142,758	142,758	-	1,633,155	8.74%
2018	159,791	159,791	-	1,767,037	9.04%
2019	193,218	193,218	-	2,049,669	9.43%
2020	235,257	235,257	-	2,055,071	11.45%
2021	274,675	274,675	-	2,164,460	12.69%
2022	272,875	272,875	-	2,284,807	11.94%
2023	420,791	420,791	-	2,705,751	15.55%
2024	617,196	617,196	-	3,328,170	18.54%

Lagers

Valuation Date February 29, 2024

Notes: The roll-forward of total pension liability from February 29, 2024 to June 30, 2024 reflects expected service cost and interest reduced by actual benefit payments and administrative expenses.

Methods and assumptions used to determine contributions rates:

Actuarial cost method	Entry Age Normal and Modified Terminal Funding
Amortization method	Level percentage of payroll amortization method is used to amortize the UAAL over a close period of years. If the UAAL (excluding the UAAL associated with benefit changes) is negative, then this amount is amortized over the greater of (i) the remaining initial amortization period or (ii) 15 years.
Remaining amortization period	Multiple bases from 8 to 17 years
Asset valuation method	5-year smoothed market; 20% corridor
Inflation assumption	2.75% wage inflation; 2.25% price inflation
Salary increases	2.75% to 6.75% including wage inflation (General) 2.75% to 6.75% including wage inflation (General)
Investment rate of return	7.00%, net of investment expenses
Retirement age	Experienced-based table of rates that are specific to the type of eligibility condition
Mortality	The healthy retiree mortality tables, for post retirement mortality, used in evaluating allowances to be paid were 115% of the PubG-2010 Retiree Mortality Table for males and females. The disabled retiree mortality tables, for post-retirement mortality, used in evaluating allowances to be paid were 115% of the PubNS-2010 Disabled Retiree Mortality Table for males and females. The preretirement mortality tables used were 75% of the PubG-2010 Employee Mortality Table for males and females of General groups and 75% of the PubS-2010 Employee Mortality Table for males and females of Police, Fire and Public Safety groups.

Mortality rates for a particular calendar year are determined by applying the MP-2020 mortality improvement scale to the above described tables.

Other information: None

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Schedule 7

CITY OF PARKVILLE, MISSOURI
Combining Balance Sheet - General Fund
December 31, 2024

	<u>General Fund</u>	<u>Emergency Reserve Fund</u>	<u>Totals</u>
Assets:			
Cash and investments	\$ 2,625,201	\$ 1,501,792	\$ 4,126,993
Receivables:			
Taxes	579,851	-	579,851
Leases	297,803	-	297,803
Other receivables	33,006	5,405	38,411
Notes receivables	4,275,000	-	4,275,000
Due from other governments	9,474	-	9,474
Prepaid, deposits and other assets	105,680	-	105,680
Total Assets	<u>\$ 7,952,547</u>	<u>\$ 1,507,197</u>	<u>\$ 9,459,744</u>
Liabilities:			
Accounts payable	\$ 323,969	\$ -	\$ 323,969
Accrued payroll and benefits	56,930	-	56,930
Total Liabilities	<u>380,899</u>	<u>-</u>	<u>380,899</u>
Deferred inflows of resources:			
Unavailable revenues - leases	281,250	-	281,250
Unavailable revenues - notes receivables	4,275,000	-	4,275,000
Unavailable revenues - taxes	205,336	-	205,336
	<u>4,761,586</u>	<u>-</u>	<u>4,761,586</u>
Fund balances:			
Nonspendable:			
Prepaid items	105,680	-	105,680
Committed:			
Emergency reserve	-	1,507,197	1,507,197
Unassigned	2,704,382	-	2,704,382
Total fund balances	<u>2,810,062</u>	<u>1,507,197</u>	<u>4,317,259</u>
Total liabilities, deferred inflows of resources and fund balances	<u>\$ 7,952,547</u>	<u>\$ 1,507,197</u>	<u>\$ 9,459,744</u>

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Schedule 8

CITY OF PARKVILLE, MISSOURI
Combining Statement of Revenues, Expenditures and Changes in Fund Balances
General Fund
For the Year Ended December 31, 2024

	<u>General Fund</u>	<u>Emergency Reserve Fund</u>	<u>Eliminations</u>	<u>Totals</u>
Revenues:				
Taxes	\$ 4,730,051	\$ -	\$ -	\$ 4,730,051
Payments in lieu of tax	152,681	-	-	152,681
Intergovernmental	110,356	-	-	110,356
Fines and forfeitures	72,169	-	-	72,169
Licenses and permits	624,593	-	-	624,593
Charges for sewer administration	370,000	-	-	370,000
Interest	145,796	20,294	-	166,090
Other	154,076	36,795	-	190,871
Total Revenues	<u>6,361,922</u>	<u>57,089</u>	<u>-</u>	<u>6,419,011</u>
Expenditures:				
Current:				
General government	2,369,103	-	-	2,369,103
Public safety	159,111	-	-	159,111
Public works	465,318	-	-	465,318
Community development	668,229	-	-	668,229
Debt service:				
Principal	32,294	-	-	32,294
Interest and fiscal charges	6,681	-	-	6,681
Total Expenditures	<u>3,700,736</u>	<u>-</u>	<u>-</u>	<u>3,700,736</u>
Excess of Revenues Over (Under) Expenditures	2,661,186	57,089		2,718,275
Other financing sources (uses):				
Transfers in	359,114	118,000	(118,000)	359,114
Transfers out	(2,763,000)	-	118,000	(2,645,000)
Sale of land and capital assets	436,440	-	-	436,440
Total Other Financing Sources	<u>(1,967,446)</u>	<u>118,000</u>	<u>-</u>	<u>(1,849,446)</u>
Change in fund balance	693,740	175,089	-	868,829
Fund Balances, Beginning of Year	<u>2,116,322</u>	<u>1,332,108</u>	<u>-</u>	<u>3,448,430</u>
Fund Balances, End of Year	<u>\$ 2,810,062</u>	<u>\$ 1,507,197</u>	<u>\$ -</u>	<u>\$ 4,317,259</u>

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Schedule 9

CITY OF PARKVILLE, MISSOURI
Combining Balance Sheet - Debt Service Funds
December 31, 2024

	<u>Certificates of Participation</u>	<u>Brush Creek</u>	<u>Brink Meyer</u>	<u>Lease Purchase Agreement</u>	<u>Totals</u>
Assets:					
Restricted cash and investments	\$ 395,490	\$ 156,169	\$ 13,215	\$ -	\$ 564,874
Receivables:					
Special assessments	-	2,585,918	-	-	2,585,918
Total Assets	<u>\$ 395,490</u>	<u>\$ 2,742,087</u>	<u>\$ 13,215</u>	<u>\$ -</u>	<u>\$ 3,150,792</u>
Liabilities:					
Due to other funds	\$ -	\$ -	\$ -	\$ 1,751	\$ 1,751
Total Liabilities	<u>-</u>	<u>-</u>	<u>-</u>	<u>1,751</u>	<u>1,751</u>
Deferred inflows of resources:					
Unavailable revenues -					
Special assessments and property taxes	74,637	2,740,000	1,662	-	2,816,299
Fund balances:					
Restricted:					
Debt service	320,853	2,087	11,553	(1,751)	332,742
Total fund balances	<u>320,853</u>	<u>2,087</u>	<u>11,553</u>	<u>(1,751)</u>	<u>332,742</u>
Total liabilities, deferred inflows and fund balances (deficit)	<u>\$ 395,490</u>	<u>\$ 2,742,087</u>	<u>\$ 13,215</u>	<u>\$ -</u>	<u>\$ 3,150,792</u>

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Schedule 10

CITY OF PARKVILLE, MISSOURI
Combining Statement of Revenues, Expenditures and Changes in Fund Balance -
Debt Service Funds
For the Year Ended December 31, 2024

	<u>Certificates of Participation</u>	<u>Brush Creek</u>	<u>Brink Meyer</u>	<u>Lease Purchase Agreement</u>	<u>Totals</u>
Revenues:					
Taxes	\$ 575,990	\$ -	\$ -	\$ -	\$ 575,990
Intergovernmental	-	-	-	207,225	207,225
Special assessments	-	276,841	1,662	-	278,503
Interest	2,907	-	-	-	2,907
Total Revenues	<u>578,897</u>	<u>276,841</u>	<u>1,662</u>	<u>207,225</u>	<u>1,064,625</u>
Expenditures:					
Current:					
Capital outlay	20,126	-	-	-	20,126
Debt service:					
Principal	444,872	290,000	195,000	160,000	1,089,872
Interest and fiscal charges	13,635	51,739	35,545	48,976	149,895
	<u>478,633</u>	<u>341,739</u>	<u>230,545</u>	<u>208,976</u>	<u>1,259,893</u>
Excess of Revenues Over (Under) Expenditures	100,264	(64,898)	(228,883)	(1,751)	(195,268)
Other financing sources (uses):					
Transfers in	-	56,000	235,000	43,650	334,650
Total Other Financing Sources	<u>-</u>	<u>56,000</u>	<u>235,000</u>	<u>43,650</u>	<u>334,650</u>
Change in fund balance	100,264	(8,898)	6,117	41,899	139,382
Fund Balances (deficit), Beginning of Year	<u>220,589</u>	<u>10,985</u>	<u>5,436</u>	<u>(43,650)</u>	<u>193,360</u>
Fund Balances (deficit), End of Year	<u>\$ 320,853</u>	<u>\$ 2,087</u>	<u>\$ 11,553</u>	<u>\$ (1,751)</u>	<u>\$ 332,742</u>

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Schedule 11

CITY OF PARKVILLE, MISSOURI
Combining Balance Sheet - Non-major Governmental Funds
December 31, 2024

	Special Revenue Funds								
	Economic Development	Stormwater	Use Tax	Nature Sanctuary	Parks Donations	Veterans Memorial	ARPA	Court Recoupment Fees	Police Training Fees LET
Assets									
Cash and investments	\$ 60,980	\$ 185,000	\$ 757,335	\$ 201,354	\$ 16,813	\$ 22,632	\$ -	\$ 37,969	\$ 37,769
Receivables:									
Taxes	-	-	182,760	-	-	-	-	-	-
Other	-	-	-	-	-	-	-	-	-
Due from other governments	-	-	-	-	-	-	-	-	-
Restricted cash and investments	-	-	-	-	-	-	-	-	-
Total Assets	\$ 60,980	\$ 185,000	\$ 940,095	\$ 201,354	\$ 16,813	\$ 22,632	\$ -	\$ 37,969	\$ 37,769
Liabilities and Fund Balances									
Liabilities:									
Accounts payable	\$ -	\$ -	\$ -	\$ 1,942	\$ -	\$ -	\$ -	\$ -	\$ -
Unearned revenue	-	-	-	-	-	-	-	-	-
Total Liabilities	-	-	-	1,942	-	-	-	-	-
Deferred inflows of resources:									
Unavailable revenues	-	-	-	-	-	-	-	-	-
Fund balances									
Nonspendable:									
Fewson trust	-	-	-	-	-	-	-	-	-
Restricted:									
Capital projects	-	-	-	-	-	-	-	-	-
Public safety	-	-	-	-	-	-	-	37,969	37,769
Parks and recreation	-	-	-	199,412	16,813	22,632	-	-	-
Community development	60,980	185,000	940,095	-	-	-	-	-	-
Assigned:									
Capital projects	-	-	-	-	-	-	-	-	-
Total fund balances	60,980	185,000	940,095	199,412	16,813	22,632	-	37,969	37,769
Total liabilities and fund balances	\$ 60,980	\$ 185,000	\$ 940,095	\$ 201,354	\$ 16,813	\$ 22,632	\$ -	\$ 37,969	\$ 37,769

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Schedule 11

	Special Revenue Funds					Permanent	Capital		Totals
	Market Place					Fund	Projects		
	Police Shop	TIF Development	Project 2 Development	Market Place CID #1	Market Place CID #2	Fewson Project	Farmers Market	Capital Projects	
Assets									
Cash and investments	\$ 26,890	\$ 12,725	\$ 85,880	\$ 6,019	\$ 108,214	\$ -	\$ -	\$ 773,658	\$ 2,333,238
Receivables:									
Taxes	-	192,735	20,660	13,074	13,074	-	-	-	422,303
Other	-	-	-	-	-	2,140	-	-	2,140
Due from other governments	-	-	-	-	-	-	104,592	10,548	115,140
Restricted cash and investments	-	-	-	-	-	631,910	-	-	631,910
Total Assets	\$ 26,890	\$ 205,460	\$ 106,540	\$ 19,093	\$ 121,288	\$ 634,050	\$ 104,592	\$ 784,206	\$ 3,504,731
Liabilities and Fund Balances									
Liabilities:									
Accounts payable	\$ 197	\$ 192,735	\$ 20,660	\$ -	\$ -	\$ -	\$ -	\$ 14,952	\$ 230,486
Unearned revenue	-	-	-	-	-	-	104,592	367,701	472,293
Total Liabilities	197	192,735	20,660	-	-	-	104,592	382,653	702,779
Deferred inflows of resources:									
Unavailable revenues	-	-	63,867	-	-	-	-	10,548	74,415
Fund balances									
Nonspendable:									
Fewson trust	-	-	-	-	-	596,035	-	-	596,035
Restricted:									
Capital projects	-	-	-	-	-	38,015	-	-	38,015
Public safety	26,693	-	-	-	-	-	-	-	102,431
Parks and recreation	-	-	-	-	-	-	-	-	238,857
Community development	-	12,725	22,013	19,093	121,288	-	-	-	1,361,194
Assigned:									
Capital projects	-	-	-	-	-	-	-	391,005	391,005
Total fund balances	26,693	12,725	22,013	19,093	121,288	634,050	-	391,005	2,727,537
Total liabilities and fund balances	\$ 26,890	\$ 205,460	\$ 106,540	\$ 19,093	\$ 121,288	\$ 634,050	\$ 104,592	\$ 784,206	\$ 3,504,731

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Schedule 12

CITY OF PARKVILLE, MISSOURI
Combining Statement of Revenues, Expenditures and Changes in Fund Balance
Non-major Governmental Funds
For the Year Ended December 31, 2024

	Special Revenue Funds							Court Recoupment Fees	Police Training Fees LET
	Economic Development	Stormwater	Use Tax	Nature Sanctuary	Parks Donations	Veterans Memorial	ARPA		
Revenues:									
Taxes	\$ 116,605	\$ -	\$1,044,948	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
Intergovernmental	-	-	-	-	-	-	359,114	-	250
Charges for services	-	-	-	-	-	-	-	(225)	1,024
Interest	-	-	-	-	-	-	-	-	-
Intergovernmental activity taxes	-	-	-	-	-	-	-	-	-
Grants and donations	-	-	-	-	371	4,315	-	-	-
Other	-	-	-	3,012	-	-	-	-	-
Total Revenues	116,605	-	1,044,948	3,012	371	4,315	359,114	(225)	1,274
Expenditures:									
Current:									
Public safety	-	-	-	-	-	-	-	-	105
Parks and recreation	-	-	-	34,732	-	-	-	-	-
Community development	15,000	-	-	-	-	-	-	-	-
Capital outlay	-	-	-	-	-	75,168	-	-	-
	15,000	-	-	34,732	-	75,168	-	-	105
Excess of Revenues Over (Under) Expenditures	101,605	-	1,044,948	(31,720)	371	(70,853)	359,114	(225)	1,169
Other financing sources (uses):									
Transfers in	-	185,000	-	-	-	-	-	-	-
Transfers out	(77,929)	-	(104,853)	-	-	-	(359,114)	-	-
Total Other Financing Sources (Uses)	(77,929)	185,000	(104,853)	-	-	-	(359,114)	-	-
Change in fund balance	23,676	185,000	940,095	(31,720)	371	(70,853)	-	(225)	1,169
Fund Balances, Beginning of Year	37,304	-	-	231,132	16,442	93,485	-	38,194	36,600
Fund Balances, End of Year	\$ 60,980	\$ 185,000	\$ 940,095	\$ 199,412	\$ 16,813	\$ 22,632	\$ -	\$ 37,969	\$ 37,769

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Schedule 12

CITY OF PARKVILLE, MISSOURI
Combining Statement of Revenues, Expenditures and Changes in Fund Balance
Non-major Governmental Funds
For the Year Ended December 31, 2024

	Special Revenue Funds					Permanent Fund	Capital Projects	Totals	
	Police Shop	TIF Development	Market Place Project 2	Market Place CID #1	Market Place CID #2	Fewson Project	Farmers Market		
							Capital Projects		
Revenues:									
Taxes	\$ -	\$ 408,454	\$ 158,933	\$ 65,149	\$ 65,149	\$ -	\$ -	\$ -	\$ 1,859,238
Intergovernmental	-	-	-	-	-	-	-	132,299	491,663
Charges for services	-	-	-	-	-	-	-	-	799
Interest	-	99	-	-	-	20,602	-	-	20,701
Intergovernmental activity taxes	-	192,735	20,660	-	-	-	-	-	213,395
Grants and donations	23,747	-	-	-	-	-	-	-	28,433
Other	-	-	-	-	-	-	-	-	3,012
Total Revenues	23,747	601,288	179,593	65,149	65,149	20,602	-	132,299	2,617,241
Expenditures:									
Current:									
Public safety	24,551	-	-	-	-	-	-	-	24,656
Parks and recreation	-	-	-	-	-	-	-	-	34,732
Community development	-	601,189	263,250	31,482	3,724	-	-	-	914,645
Capital outlay	-	-	-	-	-	-	104,592	229,652	409,412
	24,551	601,189	263,250	31,482	3,724	-	104,592	229,652	1,383,445
Excess of Revenues Over (Under) Expenditures	(804)	99	(83,657)	33,667	61,425	20,602	(104,592)	(97,353)	1,233,796
Other financing sources (uses):									
Transfers in	-	-	57,443	-	-	-	104,592	104,853	451,888
Transfers out	-	-	(10,083)	(28,722)	(28,722)	-	-	(43,650)	(653,073)
Total Other Financing Sources (Uses)	-	-	47,360	(28,722)	(28,722)	-	104,592	61,203	(201,185)
Change in fund balance	(804)	99	(36,297)	4,945	32,703	20,602	-	(36,150)	1,032,611
Fund Balances, Beginning of Year	27,497	12,626	58,310	14,148	88,585	613,448	-	427,155	1,694,926
Fund Balances, End of Year	\$ 26,693	\$ 12,725	\$ 22,013	\$ 19,093	\$ 121,288	\$ 634,050	\$ -	\$ 391,005	\$ 2,727,537

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Schedule 13

CITY OF PARKVILLE, MISSOURI
Combining Balance Sheet - Creekside Development
December 31, 2024

	Creekside CID Fund	Creekside TDD Fund	Meadows at Creekside CID Fund	Creekside Special Allocation Fund	Totals
Assets:					
Cash and investments	\$ (7,751)	\$ (84)	\$ -	\$ 438,941	\$ 431,106
Receivables:					
Taxes	37,186	37,186	-	53,079	127,451
Total Assets	<u>\$ 29,435</u>	<u>\$ 37,102</u>	<u>\$ -</u>	<u>\$ 492,020</u>	<u>\$ 558,557</u>
Liabilities:					
Accounts payable	\$ -	\$ -	\$ -	\$ 53,079	\$ 53,079
Unearned revenue	-	-	-	41,250	41,250
Total Liabilities	<u>-</u>	<u>-</u>	<u>-</u>	<u>94,329</u>	<u>94,329</u>
Deferred inflows of resources:					
Unavailable revenues -					
Property taxes	-	-	-	412,211	412,211
Fund balances:					
Restricted:					
Community development	29,435	37,102	-	(14,520)	52,017
Total fund balances	<u>29,435</u>	<u>37,102</u>	<u>-</u>	<u>(14,520)</u>	<u>52,017</u>
Total liabilities, deferred inflows and fund balances	<u>\$ 29,435</u>	<u>\$ 37,102</u>	<u>\$ -</u>	<u>\$ 492,020</u>	<u>\$ 558,557</u>

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Schedule 14

CITY OF PARKVILLE, MISSOURI
Combining Statement of Revenues, Expenditures and Changes in Fund Balance -
Creekside Development
For the Year Ended December 31, 2024

	Creekside CID Fund	Creekside TDD Fund	Meadows at Creekside CID Fund	Creekside Special Allocation Fund	Eliminations	Totals
Revenues:						
Taxes	\$ 290,787	\$ 258,046	\$ -	\$ 652,349	\$ -	\$ 1,201,182
Special assessments	-	-	381,736	-	-	381,736
Intergovernmental activity taxes	-	-	-	53,079	-	53,079
Total Revenues	290,787	258,046	381,736	705,428	-	1,635,997
Expenditures:						
Current:						
Community development	178,616	145,874	381,736	1,013,175	-	1,719,401
	<u>178,616</u>	<u>145,874</u>	<u>381,736</u>	<u>1,013,175</u>	<u>-</u>	<u>1,719,401</u>
Excess of Revenues Over (Under) Expenditures	112,171	112,172	-	(307,747)	-	(83,404)
Other financing sources (uses):						
Transfers in	-	-	-	293,914	(215,984)	77,930
Transfers out	(107,992)	(107,992)	-	-	215,984	-
Total Other Financing Sources	(107,992)	(107,992)	-	293,914	-	77,930
Change in fund balance	4,179	4,180	-	(13,833)	-	(5,474)
Fund Balances, Beginning of Year	25,256	32,922	-	(687)	-	57,491
Fund Balances (Deficit) End of Year	<u>\$ 29,435</u>	<u>\$ 37,102</u>	<u>\$ -</u>	<u>\$ (14,520)</u>	<u>\$ -</u>	<u>\$ 52,017</u>

Draft - Subject of Change

CITY OF PARKVILLE, MISSOURI
 Schedule of Revenues, Expenditures and Changes in
 Fund Balance - Budget and Actual
 Debt Service Funds
 For the Year Ended December 31, 2024

	Certificates of Participation			Brush Creek			Brink Meyer			Lease Purchase Agreement			Totals		Variance Positive (Negative)
	Final Budget	Actual	Variance Positive (Negative)	Final Budget	Actual	Variance Positive (Negative)	Final Budget	Actual	Variance Positive (Negative)	Final Budget	Actual	Variance Positive (Negative)	Final Budget	Actual	
Revenues:															
Taxes	\$ 527,000	\$ 575,990	\$ 48,990	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ 527,000	\$ 575,990	\$ 48,990
Intergovernmental	-	-	-	-	-	-	-	-	-	175,000	207,225	32,225	175,000	207,225	32,225
Special assessments	-	-	-	283,833	276,841	(6,992)	1,662	1,662	-	-	-	-	285,495	278,503	(6,992)
Interest	300	2,907	2,607	-	-	-	-	-	-	-	-	-	300	2,907	2,607
Total Revenues	527,300	578,897	51,597	283,833	276,841	(6,992)	1,662	1,662	-	175,000	207,225	32,225	987,795	1,064,625	76,830
Expenditures:															
Capital outlay	-	20,126	(20,126)	-	-	-	-	-	-	-	-	-	-	20,126	(20,126)
Debt service:															
Principal	444,872	444,872	-	290,000	290,000	-	200,000	195,000	5,000	160,000	160,000	-	1,094,872	1,089,872	5,000
Interest and fiscal charges	13,635	13,635	-	51,739	51,739	-	35,545	35,545	-	49,000	48,976	24	149,919	149,895	24
Total Expenditures	458,507	478,633	(20,126)	341,739	341,739	-	235,545	230,545	5,000	209,000	208,976	24	1,244,791	1,259,893	(15,102)
Excess of Revenues Over (Under) Expenditures	68,793	100,264	31,471	(57,906)	(64,898)	(6,992)	(233,883)	(228,883)	5,000	(34,000)	(1,751)	32,249	(256,996)	(195,268)	61,728
Other financing sources (uses):															
Transfers in	-	-	-	56,000	56,000	-	235,000	235,000	-	88,000	43,650	(44,350)	379,000	334,650	(44,350)
Transfers out	(200,000)	-	200,000	-	-	-	-	-	-	-	-	-	(200,000)	-	200,000
Total Other Financing Sources (Uses)	(200,000)	-	200,000	56,000	56,000	-	235,000	235,000	-	88,000	43,650	(44,350)	179,000	334,650	155,650
Change in fund balance	\$ (131,207)	100,264	\$ 231,471	\$ (1,906)	(8,898)	\$ (6,992)	\$ 1,117	6,117	\$ 5,000	\$ 54,000	41,899	\$ (12,101)	(77,996)	139,382	\$ 217,378
Fund Balance (deficit), Beginning of Year		220,589			10,985			5,436			(43,650)			193,360	
Fund Balance (deficit), End of Year		\$ 320,853			\$ 2,087			\$ 11,553			\$ (1,751)			\$ 332,742	

Draft - Subject of Change

Schedule 16

CITY OF PARKVILLE, MISSOURI
Schedule of Revenues, Expenditures and Changes in
Fund Balance - Budget and Actual
Economic Development Fund
For the Year Ended December 31, 2024

	2024		Actual	Variance with Final Budget Positive (Negative)
	Original Budget	Final Budget		
Revenues:				
Taxes	\$ 68,000	\$ 100,000	\$ 116,605	\$ 16,605
Total Revenues	<u>68,000</u>	<u>100,000</u>	<u>116,605</u>	<u>16,605</u>
Expenditures:				
Community development	23,000	23,000	15,000	8,000
Total Expenditures	<u>23,000</u>	<u>23,000</u>	<u>15,000</u>	<u>8,000</u>
Excess of Revenues Over Expenditures	<u>45,000</u>	<u>77,000</u>	<u>101,605</u>	<u>24,605</u>
Other financing sources (uses):				
Transfers out	(45,000)	(77,000)	(77,929)	(929)
Total Other Financing Sources (Uses)	<u>(45,000)</u>	<u>(77,000)</u>	<u>(77,929)</u>	<u>(929)</u>
Change in fund balance	<u>\$ -</u>	<u>\$ -</u>	23,676	<u>\$ 23,676</u>
Fund Balance, Beginning of Year			<u>37,304</u>	
Fund Balance, End of Year			<u>\$ 60,980</u>	

Draft - Subject of Change

Schedule 17

CITY OF PARKVILLE, MISSOURI
Schedule of Revenues, Expenditures and Changes in
Fund Balance - Budget and Actual
Use Tax Fund
For the Year Ended December 31, 2024

	2024			Variance with Final Budget Positive (Negative)
	Original Budget	Final Budget	Actual	
Revenues:				
Taxes	\$ 350,000	\$ 350,000	\$ 1,044,948	\$ 694,948
Total Revenues	<u>350,000</u>	<u>350,000</u>	<u>1,044,948</u>	<u>694,948</u>
Expenditures:				
Total Expenditures	<u>-</u>	<u>-</u>	<u>-</u>	<u>-</u>
Excess of Revenues Over Expenditures	350,000	350,000	1,044,948	694,948
Other financing sources (uses):				
Transfers out	<u>-</u>	<u>-</u>	<u>(104,853)</u>	<u>(104,853)</u>
Total Other Financing Sources (Uses)	<u>-</u>	<u>-</u>	<u>(104,853)</u>	<u>(104,853)</u>
Change in fund balance	<u>\$ 350,000</u>	<u>\$ 350,000</u>	940,095	<u>\$ 590,095</u>
Fund Balance, Beginning of Year			<u>-</u>	
Fund Balance, End of Year			<u>\$ 940,095</u>	

Draft - Subject of Change

Schedule 18

CITY OF PARKVILLE, MISSOURI
Schedule of Revenues, Expenditures and Changes in
Fund Balance - Budget and Actual
Nature Sanctuary Fund
For the Year Ended December 31, 2024

	2024			Variance with Final Budget Positive (Negative)
	Original Budget	Final Budget	Actual	
Revenues:				
Intergovernmental	\$ 4,500	\$ 4,500	\$ -	\$ (4,500)
Other	5,500	5,500	3,012	(2,488)
Total Revenues	<u>10,000</u>	<u>10,000</u>	<u>3,012</u>	<u>(6,988)</u>
Expenditures:				
Parks and recreation	72,000	72,000	34,732	37,268
Total Expenditures	<u>72,000</u>	<u>72,000</u>	<u>34,732</u>	<u>37,268</u>
Excess of Revenues Over Expenditures	<u>(62,000)</u>	<u>(62,000)</u>	<u>(31,720)</u>	30,280
Change in fund balance	<u>\$ (62,000)</u>	<u>\$ (62,000)</u>	(31,720)	<u>\$ 30,280</u>
Fund Balance, Beginning of Year			<u>231,132</u>	
Fund Balance, End of Year			<u>\$ 199,412</u>	

Draft - Subject of Change

Schedule 19

CITY OF PARKVILLE, MISSOURI
Schedule of Revenues, Expenditures and Changes in
Fund Balance - Budget and Actual
Veterans Memorial Fund
For the Year Ended December 31, 2024

	2024		Actual	Variance with Final Budget Positive (Negative)
	Original Budget	Final Budget		
Revenues:				
Grants and donations	\$ 59,483	\$ 59,483	\$ 4,315	\$ (55,168)
Total Revenues	<u>59,483</u>	<u>59,483</u>	<u>4,315</u>	<u>(55,168)</u>
Expenditures:				
Capital outlay	-	-	75,168	(75,168)
Parks and recreation	100,000	100,000	-	100,000
Total Expenditures	<u>100,000</u>	<u>100,000</u>	<u>75,168</u>	<u>24,832</u>
Excess of Revenues Over Expenditures	<u>(40,517)</u>	<u>(40,517)</u>	<u>(70,853)</u>	<u>(30,336)</u>
Change in fund balance	<u>\$ (40,517)</u>	<u>\$ (40,517)</u>	(70,853)	<u>\$ (30,336)</u>
Fund Balance, Beginning of Year			<u>93,485</u>	
Fund Balance, End of Year			<u>\$ 22,632</u>	

Draft - Subject of Change

Schedule 20

CITY OF PARKVILLE, MISSOURI
Schedule of Revenues, Expenditures and Changes in
Fund Balance - Budget and Actual
ARPA Fund
For the Year Ended December 31, 2024

	Original Budget	2024 Final Budget	Actual	Variance with Final Budget Positive (Negative)
Revenues:				
Intergovernmental	\$ -	\$ -	\$ 359,114	\$ 359,114
Total Revenues	<u>-</u>	<u>-</u>	<u>359,114</u>	<u>359,114</u>
Expenditures:				
Capital outlay	359,114	-	-	-
Total Expenditures	<u>359,114</u>	<u>-</u>	<u>-</u>	<u>-</u>
Excess of Revenues Over Expenditures	<u>(359,114)</u>	<u>-</u>	<u>359,114</u>	<u>359,114</u>
Other financing sources (uses):				
Transfers out	-	(359,114)	(359,114)	-
Total Other Financing Sources (Uses)	<u>-</u>	<u>(359,114)</u>	<u>(359,114)</u>	<u>-</u>
Change in fund balance	<u>\$ (359,114)</u>	<u>\$ (359,114)</u>	-	<u>\$ 359,114</u>
Fund Balance, Beginning of Year			<u>-</u>	
Fund Balance, End of Year			<u>\$ -</u>	

Draft - Subject of Change

Schedule 21

CITY OF PARKVILLE, MISSOURI
Schedule of Revenues, Expenditures and Changes in
Fund Balance - Budget and Actual
Fewson Fund
For the Year Ended December 31, 2024

	2023		Actual	Variance with Final Budget Positive (Negative)
	Original Budget	Final Budget		
Revenues:				
Interest	\$ 4,850	\$ 4,850	\$ 20,602	\$ 15,752
Total Revenues	<u>4,850</u>	<u>4,850</u>	<u>20,602</u>	<u>15,752</u>
Expenditures:				
Capital outlay	28,355	28,355	-	28,355
Total Expenditures	<u>28,355</u>	<u>28,355</u>	<u>-</u>	<u>28,355</u>
Excess of Revenues Over Expenditures	<u>(23,505)</u>	<u>(23,505)</u>	<u>20,602</u>	<u>44,107</u>
Change in fund balance	<u>\$ (23,505)</u>	<u>\$ (23,505)</u>	20,602	<u>\$ 44,107</u>
Fund Balance, Beginning of Year			<u>613,448</u>	
Fund Balance, End of Year			<u>\$ 634,050</u>	

City of Parkville, Missouri

**Required Communications
and Compliance Report**

For the Year Ended December 31, 2024

City of Parkville, Missouri

Required Communications and Compliance Report For the Year Ended December 31, 2024

Table of Contents

	<u>Page Number</u>
Required Communications	1-5
Compliance Report:	
Independent Auditor's Report on Internal Control over Financial Reporting and on Compliance and Other Matters Based on an Audit of Financial Statements Performed in Accordance with <i>Government Auditing Standards</i>	6-7



To the Honorable Mayor and
Board of Aldermen
City of Parkville, Missouri

We have audited the financial statements of the governmental activities, business-type activities, each major fund, and the aggregate remaining fund information of the City of Parkville, Missouri (the City) as of and for the year ended December 31, 2024. Professional standards require that we provide you with information about our responsibilities under generally accepted auditing standards and Government Auditing Standards, as well as certain information related to the planned scope and timing of our audit. We have communicated such information in our letter to you dated December 2, 2024. Professional standards also require that we communicate to you the following information related to our audit.

Significant Audit Findings

Qualitative Aspects of Accounting Practices

Management is responsible for the selection and use of appropriate accounting policies. The significant accounting policies used by the City are described in Note 1 to the financial statements. No new accounting policies were adopted and the application of existing policies was not changed during 2024.

Accounting estimates are an integral part of the financial statements prepared by management and are based on management's knowledge and experience about past and current events and assumptions about future events. Certain accounting estimates are particularly sensitive because of their significance to the financial statements and because of the possibility that future events affecting them may differ significantly from those expected. Significant accounting estimates used by the City's management include determining the allowance for doubtful accounts, the estimated historical cost of infrastructure and the related estimated useful lives used in recording depreciation and accumulated depreciation for capital assets, and the estimated obligation relating to pension benefits. We evaluated the key factors and assumptions used in developing the above estimates in determining that they are reasonable in relation to the financial statements taken as a whole.

The financial statement disclosures are neutral, consistent, and clear.

Difficulties Encountered in Performing the Audit

We encountered no difficulties in dealing with management in performing and completing our audit. However, there were delays in receiving certain required audit information and schedules.

Corrected and Uncorrected Misstatements

Professional standards require us to accumulate all known and likely misstatements identified during the audit, other than those that are clearly trivial, and communicate them to the appropriate level of management. Management has corrected all such misstatements. The following material misstatement was detected as a result of our audit procedures and was corrected by management.

- Adjustment to NID increase special assessment receivable and increase deferred inflows of resources of \$1,026,213.

Disagreements with Management

For purposes of this letter, a disagreement with management is a financial accounting, reporting, or auditing matter, whether or not resolved to our satisfaction, that could be significant to the financial statements or the auditor's report. We are pleased to report that no such disagreements arose during the course of our audit.

Management Representations

We have requested certain representations from management that are included in the management representation letter dated August, xx, 2025.

Management Consultations with Other Independent Accountants

In some cases, management may decide to consult with other accountants about auditing and accounting matters, similar to obtaining a "second opinion" on certain situations. If a consultation involves application of an accounting principle to the City's financial statements or a determination of the type of auditor's opinion that may be expressed on those statements, our professional standards require the consulting accountant to check with us to determine that the consultant has all the relevant facts. To our knowledge, there were no such consultations with other accountants.

Other Audit Findings or Issues

We generally discuss a variety of matters, including the application of accounting principles and auditing standards, with management each year prior to retention as the City's auditors. However, these discussions occurred in the normal course of our professional relationship and our responses were not a condition to our retention.

Other Matters

We applied certain limited procedures to the City's management's discussion and analysis and other required supplementary information (RSI) as listed in the table of contents which are required to supplement the basic financial statements. Our procedures consisted of inquiries of management regarding the methods of preparing the information and comparing the information for consistency with management's responses to our inquiries, the basic financial statements, and other knowledge we obtained during our audit of the basic financial statements. We did not audit the RSI and do not express an opinion or provide any assurance on the RSI.

We were engaged to report on the combining and individual fund statements and schedules which accompany the financial statements but are not RSI. With respect to the supplementary information accompanying the financial statements, we made certain inquiries of management and evaluated the form, content, and methods of preparing the information to determine that the information complies with accounting principles generally accepted in the United States of America, the method of preparing it has not changed from the prior period, and the information is appropriate and complete in relation to our audit of the financial statements. We compared and reconciled the supplementary information to the underlying accounting records used to prepare the financial statements or to the financial statements themselves.

In planning and performing our audit of the financial statements of the governmental activities, the business-type activities, each major fund, and the aggregate remaining fund information of the City of Parkville, Missouri as of and for the year ended December 31, 2024, in accordance with auditing standards generally accepted in the United States of America, we considered the City's internal control over financial reporting (internal control) as a basis for designing our auditing procedures that are appropriate in the circumstances for the purpose of expressing our opinions on the financial statements, but not for the purpose of expressing an opinion on the effectiveness of the City's internal control. Accordingly, we do not express an opinion on the effectiveness of the City's internal control.

A deficiency in internal control exists when the design or operation of a control does not allow management or employees, in the normal course of performing their assigned functions, to prevent, or detect and correct, misstatements on a timely basis. A material weakness is a deficiency, or a combination of deficiencies, in internal control, such that there is a reasonable possibility that a material misstatement of the City's financial statements will not be prevented or detected and corrected on a timely basis.

Our consideration of internal control was for the limited purpose described in the second paragraph of this section and was not designed to identify all deficiencies in internal control that might be material weaknesses or significant deficiencies. Given these limitations, during our audit we did not identify any deficiencies in internal control that we consider to be material weaknesses. However, material weaknesses may exist that have not been identified.

As part of our audit, we try to identify opportunities for improving the management of financial resources and for improving the internal controls over financial reporting. We are submitting, for your consideration, our observations, and recommendations with regard to these matters.

Management's responses to our comments are included with this report. We did not audit the City's responses and, accordingly, we express no opinion on them.

CURRENT YEAR COMMENTS

Key Personnel and Cross-training

The City is exposed to certain management risks including among others, the possible loss of continuity and disruption in City operations with the loss of key personnel either through retirement or unanticipated circumstance. We recommend that City management evaluate and identify the exposure to such risks and develop plans to mitigate such risks. Such plans might include developing an emergency management plan; performing succession planning for key members of management; documenting specific workflow responsibilities and requirements, and increased cross-training of City personnel.

Management's Response/Corrective Action Plan

The City of Parkville acknowledges the operational risks posed by the potential loss of key personnel and has taken significant steps in 2025 to mitigate these risks. Actions include restructuring critical functions to create redundancies in payroll, accounts payable, and utility billing; appointing a Finance Director to strengthen leadership; and engaging outsourced human resources and financial advisory services to ensure continuity of specialized expertise.

Additionally, the City has expanded cross-training, formalized workflow documentation, and advanced succession planning to preserve institutional knowledge and maintain service delivery. These measures collectively enhance organizational resilience, ensure continuity of operations, and support the City's long-term stability.

Lease and Subscription Based Information Technology Arrangements (SBITA) Reporting

The City has entered into an assortment of lease agreements. The contract provision requirements under some of these agreements are often complex, with events occurring that may require the recording of an accounting transaction in accordance with Governmental Accounting Standards Board (GASB) 87 and (GASB 96) which are often triggered by a cash and non-cash transactions or events. These types of accounting transactions are not always readily known or detected by finance personnel in the normal course of performing their assigned functions. Management identified a lease that was not correctly recorded and an entry was made to restate the prior year capital assets and related lease liability. We recommend that management review the processes related to the identification of leases and SBITAs, and recording of these types of accounting transactions.

Management's Response/Corrective Action Plan

The City of Parkville acknowledges that certain lease-related transactions in prior periods were not recorded in accordance with Governmental Accounting Standards Board (GASB) Statements No. 87 and No. 96. Specifically, management identified a lease that had been omitted from the financial records and subsequently restated prior-year capital assets and the related lease liability to correct the error.

This discrepancy was identified by the Deputy City Administrator, who has since assumed a central role in ensuring the accuracy and compliance of the City's financial reporting. The Deputy is now directly involved in all major City transactions, including lease and SBITA agreements, and maintains ongoing coordination with the Finance Director. This includes daily communication, collaborative review of contractual terms, and confirmation of accounting treatment in accordance with GASB guidance.

These enhanced internal controls and oversight procedures strengthen the City's ability to identify, evaluate, and properly record lease and subscription-based IT arrangements—both cash and non-cash—in a timely and accurate manner. The City remains committed to ensuring full compliance with applicable standards, safeguarding the integrity of its financial reporting, and upholding sound fiscal stewardship.

Future Accounting Pronouncements

The Governmental Accounting Standards Board (GASB) has issued the following statements which may impact the City's financial reporting requirements.

- GASB Statement No. 102, Certain Risk Disclosures, effective for the fiscal year beginning January 1, 2025.
- GASB Statement No. 103, Financial Reporting Model Improvements, effective for the fiscal year beginning January 1, 2026.
- GASB Statement No. 104, Disclosure of Certain Capital Assets, effective for the fiscal year beginning January 1, 2026

We recommend management review these standards to determine the impact they may have on the City's financial reporting.

Management's Response

The City is proactively preparing for upcoming changes to financial reporting requirements and has registered for the 2025 GFOA GASB Update training in November 2025 to ensure staff remain informed and equipped to implement new standards effectively and in a timely manner.

PRIOR YEAR COMMENTS

In the prior year, we issued a certain comment and recommendation in regard to the City’s accounting, internal control, and financial reporting issue. The following table summarizes the nature of the comment, the significance of the comment as described in the prior year’s report and our determination of the status of the comment.

Prior Year Comment Description	Significance	Current Year Status
Financial Policy and Procedure Review	Considering the multifaceted nature of the City’s services and operations, management should consider completing a comprehensive assessment of the City’s financial related policies and procedures. Such assessment might include reviewing and updating significant financial policies and procedures including but not limited to, cash receipts, cash disbursements, purchasing policy, payroll processing and approvals, personnel manual, credit card policy, grants compliance and management, and financial reporting practices. Well established and defined policies and procedures are the key fundamentals of financial management and internal controls.	We recommend that the City continue reviewing current policies and procedures related to its financial management and internal controls.
Cyber Security	Organizations are being exposed to an ever-increasing risks of cyberattacks. One example of a cyberattack is through phishing emails asking employees to click on a link which deploys malware to encrypt the organization’s system or ransomware, malicious software are designed to block access to a computer system until a sum of money is paid. We recommend that the City continue reviewing current policies and procedures related to cyber security. Procedures should include evaluating existing insurance coverage, using strong passwords, multi-factor authentication, training employees on how to identify phishing emails and what to do if one is suspected, review cyber security protocols for key systems, test back-up systems with key data, and developing an incident response plan in the event a breach occurs.	We continue to recommend that the City continue reviewing current policies and procedures related to cyber security.
Future Accounting Pronouncements	We recommended that management review upcoming standards to determine what impact they may have on the City’s financial reporting.	The City implemented all applicable standards that became effective during fiscal year 2024.

Restriction on Use

This information is intended solely for the information and use of the Mayor, the Board of Aldermen, and management of the City of Parkville, Missouri and is not intended to be, and should not be, used by anyone other than these specified parties.

Hood and Associates CPAs PC

Kansas City, Missouri
 August XX, 2025



Independent Auditor's Report on Internal Control Over Financial Reporting and on Compliance and Other Matters Based on an Audit of Financial Statements Performed in Accordance with *Government Auditing Standards*

To the Honorable Mayor and
Board of Aldermen
City of Parkville, Missouri

We have audited, in accordance with the auditing standards generally accepted in the United States of America and the standards applicable to financial audits contained in *Government Auditing Standards* issued by the Comptroller General of the United States, the financial statements of the governmental activities, the business-type activities, each major fund, and the aggregate remaining fund information of the City of Parkville, Missouri (the City), as of and for the year ended December 31, 2024, and the related notes to the financial statements, which collectively comprise the City's basic financial statements and have issued our report thereon dated **August XX, 2025**.

Report on Internal Control over Financial Reporting

In planning and performing our audit of the financial statements, we considered the City's internal control over financial reporting (internal control) as a basis for designing audit procedures that are appropriate in the circumstances for the purpose of expressing our opinions on the financial statements, but not for the purpose of expressing an opinion on the effectiveness of the City's internal control. Accordingly, we do not express an opinion on the effectiveness of the City's internal control.

A *deficiency in internal control* exists when the design or operation of a control does not allow management or employees, in the normal course of performing their assigned functions, to prevent, or detect and correct misstatements on a timely basis. A *material weakness* is a deficiency, or a combination of deficiencies, in internal control such that there is a reasonable possibility that a material misstatement of the City's financial statements will not be prevented or detected and corrected on a timely basis. A *significant deficiency* is a deficiency, or a combination of deficiencies, in internal control that is less severe than a material weakness, yet important enough to merit attention by those charged with governance.

Our consideration of internal control was for the limited purpose described in the first paragraph of this section and was not designed to identify all deficiencies in internal control that might be material weaknesses or significant deficiencies. Given these limitations, during our audit we did not identify any deficiencies in internal control that we consider to be material weaknesses. However, material weaknesses may exist that have not been identified.

Report on Compliance and Other Matters

As part of obtaining reasonable assurance about whether the City's financial statements are free from material misstatement, we performed tests of its compliance with certain provisions of laws, regulations, contracts, and grant agreements, noncompliance with which could have a direct and material effect on the determination of financial statement amounts. However, providing an opinion on compliance with those provisions was not an objective of our audit, and accordingly, we do not express such an opinion. The results of our tests disclosed no instances of noncompliance or other matters that are required to be reported under *Government Auditing Standards*.

Purpose of this Report

The purpose of this report is solely to describe the scope of our testing of internal control and compliance and the results of that testing, and not to provide an opinion on the effectiveness of the City's internal control or on compliance. This report is an integral part of an audit performed in accordance with Government Auditing Standards in considering the City's internal control and compliance. Accordingly, this communication is not suitable for any other purpose.

Hood and Associates CPAS PC

Kansas City, Missouri

August XX, 2025

CITY OF PARKVILLE

Policy Report

Date: August 7, 2025

Prepared By:
Cindy Gray, Finance Director

Reviewed By:
Alexa Barton, City Administrator

ISSUE:
Update: Status of 2025 Property Tax Levy for Fiscal Year 2026

BACKGROUND:

Every year, the City receives pro forma calculations for the General Tax Levy for the next tax year from the State Auditor and Platte County officials. A temporary levy expired in 2024 and an extension of the levy was on the August 5, 2025, ballot and failed.

The pro forma calculations give the maximum levy (rate ceiling) that can be set based on the City's voter-approved levies under Missouri law. The tax rate ceilings were determined based on the requirements of State Statutes and the Missouri Constitution, commonly referred to as the Hancock Amendment, which limits taxation by state and local governments.

Since the extension of the levy was defeated on August 5, 2025, the City will be allowed to levy only the General Tax Levy.

As of the preparation of this policy report, Friday, August 8, 2025, the calculated maximum amount for the General Tax levy for the coming year has not yet been received from the State of Missouri due to Platte County and State of Missouri Auditors' office review for Platte County. The County will then prepare a Pro Forma and forward it to the City. When the pro forma is received, City staff will prepare the notice of hearing (7 days) before a public hearing that typically occurs during the Board of Aldermen meeting. Note: It is most likely that the Board of Aldermen will require a special meeting, August 26, 2025 (?), to approve the pro forma calculations in order to comply with the State of Missouri requirements. Furthermore, the pro forma will be calculated for the maximum amount for the coming year as allowed by the State Auditors' office.

Should the City not receive the appropriate documentation in the required timeframe, the City may utilize the prior year pro forma with a comment denoting that the calculations are "Subject to revision based on the receipt of the assessed valuations established by the Board of Equalization and contingent upon receipt of forms and subsequent review and certificate of rate computations by the State Auditor's Office." in order to meet the State of Missouri requirement of submission by September 1, 2025. The impact of not meeting this timeline is the potential of not being placed on the tax books; i.e. zero tax and zero collection for city operations.

As a reminder, in any year the Board may reduce, but not increase, the proposed levy, while in even-numbered years the Board has the option of returning the tax levy to the maximum rate set by established levies. Such an adjustment would become effective for the following odd-numbered fiscal year.

The table below summarizes the cost of the proposed levy for homeowners based upon the prior year's assessed valuation.

Value of Home	\$100,000	\$200,000	\$300,000	\$400,000
Assessed Valuation (19% of actual)	19,000	38,000	57,000	76,000
General Tax Levy	.4403	.4403	.4403	.4403
Total City of Parkville Tax	83.66	167.31	250.97	334.63

The property tax levy must be approved following a public hearing via ordinance by September 1 annually.

STRATEGIC GOAL(S):

- Operational Excellence
- Communications Best Practices

BUDGET IMPACT:

N/A

ALTERNATIVES:

N/A

STAFF RECOMMENDATION:

This is a report to the Finance Committee to keep you apprised of the ongoing communications with Platte County for status of receiving the required documents.

POLICY:

N/A

SUGGESTED MOTION:

N/A

ATTACHMENTS:

None