



*Upstream from ordinary.*

**BOARD OF ALDERMEN MEETING**  
RIVERSIDE CITY HALL  
2950 NW VIVION ROAD  
RIVERSIDE, MISSOURI 64150  
**TENTATIVE AGENDA**  
**OCTOBER 6, 2020**

**Closed Session – 6:45 p.m.**  
**Regular Meeting - 7:00 p.m.**

Call to Order  
Roll Call

**CLOSED SESSION**  
**(6:45 p.m.)**

1. **Motion** to enter into **CLOSED SESSION** for the following matters:

- 610.021(1) Legal actions, causes of action or litigation involving a public governmental body and any confidential or privileged communications between a public governmental body or its representatives and its attorneys
- 610.021 (2) Leasing, purchase or sale of real estate by a public governmental body where public knowledge of the transaction might adversely affect the legal consideration therefore
- 610.021(3) Hiring, firing, disciplining or promoting a particular employee, when personal information about the employee is discussed.
- 610.021 (13) Individually identifiable personnel records, performance ratings or records pertaining to employee or applicant for employment.

**REGULAR SESSION**  
**(7:00 p.m.)**

Call to Order  
Roll Call  
Pledge of Allegiance

**Public Comments** - Members of the public may address exclusively the Mayor and members of the Board of Aldermen during Public Comments ONLY. This Public Comments time is reserved for citizen comments regarding agenda and non-agenda items. However, any item not listed on the agenda will be taken under advisement. Public comment on any agenda item which has a Public Hearing should be reserved until the Public Hearing is opened and comments on such item will be taken at that time. Each speaker is limited to 5 minutes.

**LEGISLATIVE SESSION**

1. **CONSENT AGENDA**

All matters listed under the Consent Agenda are considered to be routine by the Board of Aldermen and will be enacted by one motion to approve the Consent Agenda as presented. There is no separate discussion of these items. The Mayor or a member of the Board of Aldermen may request that any item be removed from the Consent Agenda for discussion or explanation. If removed, it will be considered separately following approval of the remaining items on the Consent Agenda. No motion is required to remove an item from the Consent Agenda.

Approval of minutes for September 15, 2020.

**R-2020-090: A RESOLUTION RE-APPOINTING LANETTE INGRAM TO THE PARK BOARD OF RIVERSIDE MISSOURI.** Point of Contact: Mayor Kathy Rose.

**R-2020-091: A RESOLUTION APPOINTING MARTHA EDMUNDS TO THE PARK BOARD OF RIVERSIDE MISSOURI.** Point of Contact: Mayor Kathy Rose.

**R-2020-092: A RESOLUTION APPROVING AN AGREEMENT WITH ROOFLINK, LLC RELATED TO SPECIAL INSPECTIONS.** Point of Contact: Public Works Director Tom Wooddell.

**R-2020-093: A RESOLUTION APPROVING THE YMCA/RIVERSIDE MANAGEMENT AND SERVICES AGREEMENT.** Point of Contact: City Administrator Brian Koral.

**R-2020-094: A RESOLUTION AWARDED THE BID FOR CONSTRUCTION OF THE 2020 BACKLIT LETTERING PROJECT AND APPROVING THE AGREEMENT BETWEEN THE CITY AND EXCEL LIGHTING, LLC, FOR CONSTRUCTION OF SUCH PROJECT.** Point of Contact: City Engineer Travis Hoover.

### REGULAR AGENDA

1. **R-2020-089: A RESOLUTION AUTHORIZING THE EXPENDITURE OF FUNDS OUT OF THE CITY TREASURY OF THE CITY OF RIVERSIDE FOR FISCAL YEAR 2020-2021 WEEKS ENDING SEPTEMBER 18<sup>TH</sup>, SEPTEMBER 25<sup>TH</sup> AND OCTOBER 2<sup>ND</sup> IN THE AMOUNT OF \$256,383.35.** Point of Contact: Finance Director Nate Blum.
2. First Reading: Bill No. 2020-041: **AN ORDINANCE AUTHORIZING AND APPROVING CHANGE ORDER NO. 3 TO THE HOY EXCAVATING, LLC CONTRACT FOR THE 2019 MATTOX & 39TH PROJECT (618-227) ORIGINALLY AUTHORIZED BY ORDINANCE NO. 1646 AND AMENDED BY ORDINANCE NO. 1653.** Point of Contact: City Engineer Travis Hoover.
3. First Reading: Bill No. 2020-042: **AN ORDINANCE AUTHORIZING THE EMPLOYMENT OF JASON KETTER AS A FULL-TIME IT MANAGER IN THE FINANCE DEPARTMENT AND ESTABLISHING A SALARY AND START DATE FOR SUCH EMPLOYEE.** Point of Contact: City Administrator Brian Koral & HR Manager Amy Strough.
4. First Reading: Bill No. 2020-043: **AN ORDINANCE AUTHORIZING THE EMPLOYMENT OF JOHN MAXWELL AS A PART-TIME POLICE OFFICER IN THE POLICE DEPARTMENT AND ESTABLISHING A SALARY AND START DATE FOR SUCH EMPLOYEE.** Point of Contact: Police Chief Chris Skinrod.
5. **R-2020-095: A RESOLUTION APPROVING AN AGREEMENT FOR ENGINEERING SERVICES BETWEEN THE CITY OF RIVERSIDE MISSOURI AND MCCLURE.** Point of Contact: City Engineer Travis Hoover.
6. **R-2020-096: A RESOLUTION APPROVING AN AGREEMENT FOR ENGINEERING SERVICES BETWEEN THE CITY OF RIVERSIDE MISSOURI AND OLSSON.** Point of Contact: City Engineer Travis Hoover.
7. **Communication from City Administrator**
  - a) **Department Reports**
    - i. Community Development
    - ii. Engineering
      - a) Recycling Sculpture Discussion
    - iii. Finance
    - iv. Fire

- v. Police
- vi. Public Works
- vii. Levee Board Report

**8. Communication from Mayor**

**9. Communication from Board of Aldermen**

**10. Motion to Adjourn.**

ATTEST:



Robin Kincaid, City Clerk



Brian E. Koral, City Administrator

Posted 10.02.20 at 2:30 p.m.

MINUTES  
REGULAR MEETING  
BOARD OF ALDERMEN  
RIVERSIDE, MISSOURI

Tuesday, September 15, 2020

The Board of Aldermen for the City of Riverside, Missouri, met in regular session in the Board of Aldermen Chambers at City Hall, 2950 NW Vivion Road, Riverside, Missouri, on Tuesday, September 15, 2020.

Mayor Rose called the meeting to order at 6:45 p.m. Those in attendance were Mayor Kathy Rose, Aldermen Al Bowman, Sal LoPorto, Jill Hammond, Dawn Cockrell, and Aaron Thatcher.

Alderman Nathan Cretsinger was absent.

Also present were City Administrator Brian Koral, City Clerk Robin Kincaid, Finance Director Nate Blum, and HR Manager Amy Strough. Also present was City Attorney Paul Campo.

**MOTION TO ENTER INTO CLOSED @ 6:45 P.M.** Alderman Thatcher moved to enter into closed session pursuant to RSMo 610.021(3) Hiring, firing, disciplining or promoting a particular employee, when personal information about the employee is discussed, and RSMo 610.021 (13) Individually identifiable personnel records, performance ratings or records pertaining to employee or applicant for employment, second by Alderman LoPorto.  
Yes: Thatcher, LoPorto, Bowman, Cockrell, and Hammond.  
Motion carried 5-0.

**MOTION TO ADJOURN CLOSED @ 6:59 P.M.** Alderman Bowman moved at 6:59 p.m. to adjourn closed session with action taken, second by Alderman LoPorto.  
Yes: Bowman, LoPorto, Thatcher, Hammond, and Cockrell.  
Motion carried 5-0.

**REGULAR SESSION** Mayor Rose called the Regular Meeting to order at 7:00 p.m.

Those in attendance were Mayor Kathy Rose, Aldermen Aaron Thatcher, Jill Hammond, Sal LoPorto, Al Bowman, and Dawn Cockrell.

Alderman Nathan Cretsinger was absent.

Also present were City Administrator Brian Koral, Community Development Director Mike Duffy, City Clerk Robin Kincaid, Public Works Director Tom Wooddell, City Engineer Travis Hoover, Fire Chief Gordon Fowlston, Finance Director Nate Blum, Police Chief Chris Skinrood, HR Manager Amy Strough, and Capital Projects/Parks Manager Noel Challis Bennion. Also present was City Attorney Paul Campo.

**PLEDGE OF ALLEGIANCE** Mayor Rose led the Pledge of Allegiance.

**PUBLIC COMMENT** None.

<b>CONSENT AGENDA</b>	Alderman Thatcher moved to approve the consent agenda second by Alderman LoPorto. Yes: Thatcher, LoPorto, Hammond, Cockrell, and Bowman. Motion carried 5-0.
<b>MINUTES OF 09-01-20</b>	Alderman Thatcher moved to approve the minutes of the September 1, 2020 regular meeting, second by Alderman LoPorto. Yes: Thatcher, LoPorto, Hammond, Cockrell, and Bowman. Motion carried 5-0.
<b>COURT REPORT</b>	Alderman Thatcher moved to approve the Court Report for August 2020, second by Alderman LoPorto. Yes: Thatcher, LoPorto, Hammond, Cockrell, and Bowman. Motion carried 5-0.
<b>RESOLUTION 2020-084</b> Levee Annual Meeting Proxy	Alderman Thatcher moved to approve Resolution 2020-084 approving the proxy for the annual meeting of landowners of Riverside-Quindaro Bend Levee District; directing the Industrial Development Authority of the City to execute a Proxy related thereto and authorizing such other related documents and actions in connection therewith, second by Alderman LoPorto. Yes: Thatcher, LoPorto, Hammond, Cockrell, and Bowman. Motion carried 5-0.
<b>RESOLUTION 2020-085</b> West Agreement for Artwork	Alderman Thatcher moved to approve Resolution 2020-085 approving an agreement with Kenny West for the creation, purchase, and sale of artwork, second by Alderman LoPorto. Yes: Thatcher, LoPorto, Hammond, Cockrell, and Bowman. Motion carried 5-0.
<b>RESOLUTION 2020-086</b> Tolling Agreements	Alderman Thatcher moved to approve Resolution 2020-086 authorizing the Mayor to execute tolling agreements and granting further authority, second by Alderman LoPorto. Yes: Thatcher, LoPorto, Hammond, Cockrell, and Bowman. Motion carried 5-0.
<b>RESOLUTION 2020-087</b> Water Tower Logo Painting	Alderman Thatcher moved to approve Resolution 2020-087 awarding the bid for logo painting on the City Water Tower and approving the agreement between the City and Viking Industrial Painting for such project, second by Alderman LoPorto. Yes: Thatcher, LoPorto, Hammond, Cockrell, and Bowman. Motion carried 5-0.

**REGULAR AGENDA**

**RESOLUTION 2020-083**  
Bill Pay

Alderman Thatcher moved to approve Resolution 2020-083 authorizing the expenditure of funds for fiscal year 2019-2020 and 2020-2021 weeks ending September 4<sup>th</sup> and September 11<sup>th</sup> in the amount of \$736,956.47, second by Alderman LoPorto.  
Yes: Thatcher, LoPorto, Bowman, and Cockrell.  
No: None.  
Abstain: Hammond.  
Motion carried 4-0-1.

**BILL NO. 2020-040**  
MOU for RSO with PHSD

City Clerk Robin Kincaid gave first reading of Bill No. 2020-040. Police Chief Skinrod explained that this is the annual renewal for a School Resource Officer at the school.  
Alderman LoPorto moved to accept first reading and place Bill No. 2020-040 on second and final reading, second by Alderman Bowman.  
Yes: LoPorto, Bowman, Hammond, Cockrell, and Thatcher.  
Motion carried 5-0.  
Alderman Hammond moved to approve Bill 2020-040 and enact said bill as ordinance, second by Alderman Thatcher.  
Yes: Hammond, Thatcher, LoPorto, Bowman, and Cockrell.  
Motion carried 5-0.

**RESOLUTION 2020-088**  
mySidewalk Agreement

Community Development Director Duffy reported that this is the next step to get this group on board and gather community information and data as he discussed during his presentation during our workshop a few months ago.  
Alderman Thatcher moved to approve Resolution 2020-088 accepting the proposal from mySidewalk, Inc. to develop the Riverside Operating System, second by Alderman Hammond.  
Yes: Thatcher, Hammond, Cockrell, Bowman, and LoPorto.  
Motion carried 5-0.

**CITY ADMINISTRATOR**

City Administrator Brian Koral updated the Board regarding the Census numbers for Riverside, COVID-19 counts for Platte County, discussion of the West Platte & Riverway intersection trafficflows along with optional future plans, and upcoming City events with changes or canceling because of COVID, using PowerPoint presentation. He also shared an Upstream story how the Riverside Firefighters honored those fallen on September 11, 2001 on the 19<sup>th</sup> anniversary by participating in a 110 flights of stairs climb in full gear at Argosy.

**COMMUNITY DEVELOPMENT**

Community Development Director Duffy reopened discussions for a project extending Cliffview Drive to create a new street to help serve two apartment complexes, funded by way of Neighborhood Improvement District. Following discussion, the Board gave general consensus to begin moving forward on this project.

<b>ENGINEERING</b>	City Engineer Hoover discussed the request of Missouri American Water's desire to take over ownership of the water tower. They lease it from us currently. The Board would like to see a Pros and Cons list along with further discussions in the near future.
<b>FINANCE</b>	Finance Director Nate Blum reported on the August 31, 2020 revenues and expenditures with 17% of the fiscal year passed by PowerPoint slides.
<b>FIRE</b>	Fire Chief Fowlston stated that Missouri American Water is helping our fire department out on a couple things within the City. We have applied for their grant again this year and should hear something back on that soon. When new replacement fire hydrants will be installed from here on out, they will have a twist lock on them, to save time on hookups during fires. Fire Marshal Keith Payne has worked with Spec X and Spec XI buildings to get the new hydrants installed at their locations as well. Chief reported that all hydrants have been painted yellow now and the reflective strips will be put on them soon. Public Works Director Tom Wooddell, his crew and Keith have been helping us to get red lighting put in place on the campuses for the week of September 27 – October 6 <sup>th</sup> in remembrance of the fallen firefighters. The lighting will be able to change to different colors as needed for other events as well.
<b>POLICE</b>	Nothing to report.
<b>PUBLIC WORKS</b>	Nothing to report.
<b>LEVEE BOARD</b>	Hoover stated the Levee Board meeting is tomorrow.
<b>MAYOR'S DISCUSSION</b>	Mayor Rose stated that she is attending the MML Virtual Conference. It is different and you really miss the interaction with peers, but it is rewarding. I have listened in on classes for Homelessness Prevention, Building Resiliency, Cyber Security, lobbying 101 and all these programs will be on the MML Website. Next year it will be in St. Louis, Missouri hopefully. Opportune crimes are happening all over our community, we need to make sure our residents know to lock their vehicles, shed and garage doors. There is a sewer issue off St. Joe and I would like Travis and Mike to look into that concern. Mike Duffy responded to the Mayor's request.
<b>BOARD OF ALDERMEN</b>	Alderman Cockrell – I am enjoying the MML Virtual Conference as well and today there was a diversity class that I learned several things.  Alderman LoPorto – Nothing to report.

Alderman Bowman – Nothing to report.

Alderman Hammond – Nothing to report.

Alderman Thatcher – Nothing to report.

**MOTION TO ADJOURN**

Alderman Hammond moved to adjourn the meeting at 7:53 p.m., second by Alderman Thatcher.

Yes: Hammond, Thatcher, LoPorto, Bowman, and Cockrell.

Motion carried 5-0.

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Robin Kincaid, City Clerk

**A RESOLUTION RE-APPOINTING LANETTE INGRAM TO THE PARK BOARD OF RIVERSIDE MISSOURI**

**WHEREAS**, the composition of the Riverside Park Board provides for the appointment of seven (7) citizen members by the Mayor with the approval of the Board of Aldermen; and

**WHEREAS**, the service of the members of the board is limited to no more than two consecutive four-year terms by the Park Board By-Laws; and

**WHEREAS**, the Mayor has recommended the re-appointment of LaNette Ingram to her second full term, expiring in May 2024, or until a successor is duly appointed; and

**WHEREAS**, the Board of Aldermen find it is in the best interest of the city to approve and ratify such appointment as proposed by the Mayor;

**NOW THEREFORE, BE IT RESOLVED BY THE BOARD OF ALDERMEN OF THE CITY OF RIVERSIDE, MISSOURI, AS FOLLOWS:**

**THAT** the re-appointment of LaNette Ingram, serving as the at-large park board member, Ward I, 5049 NW Flintridge Rd, Riverside, Missouri; is hereby appointed by the Mayor and ratified by the Board of Aldermen as a member of the Park Board to a second term for four years and expiring in May 2024, or until a successor is duly appointed; and

**PASSED AND ADOPTED** by the Board of Aldermen and **APPROVED** by the Mayor of the City of Riverside, Missouri, the 6<sup>th</sup> day of October 2020.

\_\_\_\_\_  
Kathleen L. Rose, Mayor

ATTEST:

\_\_\_\_\_  
Robin Kincaid, City Clerk

**RESOLUTION NO. R-2020-091**

**A RESOLUTION APPOINTING MARTHA EDMUNDS TO THE PARK BOARD OF RIVERSIDE MISSOURI**

**WHEREAS**, the composition of the Riverside Park Board provides for the appointment of seven (7) citizen members by the Mayor with the approval of the Board of Aldermen; and

**WHEREAS**, the service of the members of the board is limited to no more than two consecutive four-year terms by the Park Board By-Laws; and

**WHEREAS**, the Mayor has recommended the appointment of Martha Edmunds to her first full term, expiring in May 2023, or until a successor is duly appointed; and

**WHEREAS**, the Board of Aldermen find it is in the best interest of the city to approve and ratify such appointment as proposed by the Mayor;

**NOW THEREFORE, BE IT RESOLVED BY THE BOARD OF ALDERMEN OF THE CITY OF RIVERSIDE, MISSOURI, AS FOLLOWS:**

**THAT** the appointment of Martha Edmunds, Ward I, 4144 NW Redbud Lane, Riverside, Missouri; is hereby appointed by the Mayor and ratified by the Board of Aldermen as a member of the Park Board to a first term for four years and expiring in May 2023, or until a successor is duly appointed; and

**PASSED AND ADOPTED** by the Board of Aldermen and **APPROVED** by the Mayor of the City of Riverside, Missouri, the 6<sup>th</sup> day of October 2020.

\_\_\_\_\_  
Kathleen L. Rose, Mayor

ATTEST:

\_\_\_\_\_  
Robin Kincaid, City Clerk

**RESOLUTION NO. R-2020-092**

**A RESOLUTION APPROVING AN AGREEMENT WITH ROOFLINK, LLC RELATED TO SPECIAL INSPECTIONS.**

**BE IT RESOLVED BY THE BOARD OF ALDERMEN OF THE CITY OF RIVERSIDE, MISSOURI, AS FOLLOWS:**

**THAT** the Agreement between the City and Rooflink, LLC related to special inspections, attached hereto in its substantial form, is hereby approved and the Mayor is authorized to execute the Agreement on behalf of the City ; and

**FURTHER THAT** the Mayor, the City Administrator, the Public Works Director, and other appropriate City officials are hereby authorized to take any and all actions as may be deemed necessary or convenient to carry out and comply with the intent of this Resolution and to execute and deliver for and on behalf of the City all certificates, instruments, agreements and other documents, as may be necessary or convenient to perform all matters herein authorized.

**PASSED AND ADOPTED** by the Board of Aldermen of the City of Riverside, Missouri, the \_\_\_\_ day of \_\_\_\_\_, 2020.

\_\_\_\_\_  
Kathleen L. Rose, Mayor

ATTEST:

\_\_\_\_\_  
Robin Kincaid, City Clerk

## AGREEMENT

This Agreement (“Agreement”) is entered between Rooflink, LLC (the “Service Provider”) and the City of Riverside, Missouri, a Missouri municipal corporation (the “City”), effective on the date last signed by the parties (“Effective Date”).

In consideration of the promises and mutual covenants between the parties and for other good and valuable consideration the receipt of which is acknowledged by the parties, they agree as follows.

**1. Scope of Services and Compensation.** The Service Provider shall provide the Project Services and receive compensation as described in Exhibit A.

**2. Insurance.** Service Provider shall file with the City evidence of liability insurance that is consistent with the amounts set forth below.

A policy of insurance for Commercial General Liability Coverage shall be provided in the aggregate amount of not less than \$2,000,000 for all claims arising out of a single accident or occurrence and \$1,000,000 for any one person in a single accident or occurrence. The City shall be listed as an additional insured. The Service Provider shall obtain and maintain Workers’ Compensation Insurance for a limit of \$500,000 for all of their respective employees. The Service Provider hereby indemnifies the City for any damage resulting to it from failure of the Service Provider to obtain and maintain such insurance as described in this section. The Service Provider shall provide the City with a certificate of insurance indicating coverage prior to beginning work.

**3. Relationship of Parties.** Nothing herein shall be construed to create an employer-employee relationship. All services performed pursuant to this Agreement shall be performed by the Service Provider as an independent contractor.

**4. Entire Agreement; Governing Law.** This Agreement constitutes the entire agreement between the parties with respect to the subject matter hereof and supersedes all prior and contemporaneous agreements and negotiations with respect thereto. This Agreement may be amended only by a written instrument signed by all parties. This Agreement shall be governed by the laws of the State of Missouri. In the event this Agreement is litigated, venue shall be proper only in the Circuit Court of Platte County, Missouri.

**5. Assignment.** Neither the City nor the Service Provider shall assign any rights or duties under this Agreement without the prior written consent of the other party, which consent may be granted or withheld in such other party’s absolute discretion.

**6. No Third Party Rights.** The provisions of this Agreement shall not be deemed to create any third party benefit hereunder for any member of the public or to authorize any one, not a party hereto, to maintain suit pursuant to the terms of this Agreement.

**7. Counterparts.** This Agreement may be executed in separate counterparts.

**8. Termination.** Failure of the Service Provider to fulfill its obligations under this Agreement in a timely and satisfactory manner in accordance with the description of services set forth in Exhibit A, shall constitute a breach of the Agreement, and the City shall thereupon have the right to immediately terminate the Agreement without further recourse.

**9. Indemnification and Hold Harmless.** Service Provider shall defend, indemnify and hold harmless City and its officers, agents, employees, elected or appointed officials, and attorneys, each in their official and individual capacities, from and against judgments, damages, losses, expenses, including reasonable attorneys' fees, to the extent caused by the negligent acts, errors, omissions, or willful misconduct of Service Provider, or its employees, in the performance of Service Provider's duties under this Agreement, or any supplements or amendments thereto. This section shall survive termination.

**10. Work Authorization Affidavit.** Service Provider shall execute the attached affidavit.

**11. Waiver.** No waiver shall be effective unless in writing and signed by the waiving party. A waiver by a party of a breach or failure to perform this Agreement shall not constitute a waiver of any subsequent breach or failure.

**12. Amendment.** Except as otherwise set forth in this Agreement, any amendments to this Agreement shall be in writing and signed by both parties.

**13. Force Majeure.** If either party's performance under this Agreement is prevented, hindered or delayed by reason of any cause beyond the party's reasonable control that cannot be overcome by reasonable diligence, including war, acts of terrorism, civil disorders, labor disputes (other than strikes within such party's own labor force), governmental acts, epidemics, quarantines, embargoes, fires, earthquakes, storms, or acts of God, such party shall be excused from performance to the extent that it is prevented, hindered or delayed thereby, during the continuances of such cause; and such party's obligations hereunder shall be excused so long as and to the extent that such cause prevents or delays performance.

**14. Interpretation.** Both parties have had the opportunity to review this Agreement with legal counsel, and any ambiguity found in this Agreement shall not be construed in a party's favor on the basis that the other party drafted the provision containing the ambiguity.

**IN WITNESS WHEREOF**, the Service Provider and the City have executed this Agreement as of the Effective Date.

**Service Provider:**

By: \_\_\_\_\_

Name: \_\_\_\_\_

Title: \_\_\_\_\_

Date: \_\_\_\_\_

**City of Riverside, Missouri:**

By: \_\_\_\_\_

Name: \_\_\_\_\_

Title: \_\_\_\_\_

Date: \_\_\_\_\_

**EXHIBIT A**  
**Project Services**

Provide special inspection services below for the Riverside City Hall and Community Center Roof Project.

Provide full time roof inspections while the roofing contractor is installing roofing or sheet metal products from the time of commencement to the time of completion each day.

Provide detailed daily reports including information on the work performed that day, weather conditions, and photos of the work conducted.

Compensation shall be \$1100 per day. Project is estimated to be completed in 14- 20 days from start of work.

Reports will be sent to via email direct to the owners' representative within 1 business day of the works completion each day. All unforeseen issues regarding the installation of the roofing assembly, building design, or safety will be reported immediately once Service Provider has been made aware of it.

**CITY OF RIVERSIDE, MISSOURI  
WORK AUTHORIZATION AFFIDAVIT  
PURSUANT TO 285.530, RSMo  
(FOR ALL CONTRACTS IN EXCESS OF \$5,000.00)**

STATE OF MISSOURI            )  
  ) ss.  
COUNTY OF \_\_\_\_\_)

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

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

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

**KNOWINGLY:** A person acts knowingly or with knowledge, (a) with respect to the person’s conduct or to attendant circumstances when the person is aware of the nature of the person’s conduct or that those circumstances exist; or (b) with respect to a result of the person’s conduct when the person is aware that the person’s conduct is practically certain to cause that result.

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

BEFORE ME, the undersigned authority, personally appeared \_\_\_\_\_, who, being duly sworn, states on his oath or affirmation as follows:

1. My name is \_\_\_\_\_ and I am currently the \_\_\_\_\_ of \_\_\_\_\_ (hereinafter “Contractor”), whose business address is \_\_\_\_\_, and I am authorized to make this Affidavit.

2. I am of sound mind and capable of making this Affidavit, and am personally acquainted with the facts stated herein.

3. Contractor is enrolled in and participates in a federal work authorization program with respect to the employees working in connection with the services contracted between Contractor and the City of Riverside, Missouri.

4. Contractor does not knowingly employ any person who is an unauthorized alien in connection with the contracted services set forth above.

\_\_\_\_\_  
Affiant

\_\_\_\_\_

Printed Name

Subscribed and sworn to before me this \_\_\_\_\_ day of \_\_\_\_\_, 2020.

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Notary Public



September 8, 2020

Mr. Tom Wooddell, Public Works Director  
4200 NW Riverside  
Riverside, MO 64150

Mr. Wooddell,

Please see the quoted special inspection services below for the Riverside City Hall and Community Center Roof Project.

Provide full time roof inspections while the roofing contractor is installing roofing or sheet metal products from the time of commencement to the time of completion each day. Provide detailed daily reports including information on the work performed that day, weather conditions, and photos of the work conducted, \$1100 per day. Project is estimated to be completed in 14- 20 days from start of work.

Reports will be sent via email direct to the owners' representative within 1 business day of the works completion each day. All unforeseen issues regarding the installation of the roofing assembly, building design, or safety will be reported immediately once I have been made aware of it. Let me know if you have any questions.

Thank you,

Jason Pollard, RRO  
Rooflink, LLC

15954 S. Mur-Len Rd. #221

Olathe, KS 66062

(913) 274-8484

[rooflinkllc@gmail.com](mailto:rooflinkllc@gmail.com)



**Customer's Acceptance:**

We, Hereby, accept the above proposed price and scope of work. Please proceed with this work.

Accepted by (Please Print): \_\_\_\_\_

Signature: \_\_\_\_\_

Title: \_\_\_\_\_

Date: \_\_\_\_\_

Jason Pollard, RRO

Rooflink, LLC

15954 S. Mur-Len Rd. #221

Olathe, KS 66062

(913) 274-8484

[rooflinkllc@gmail.com](mailto:rooflinkllc@gmail.com)

**RESOLUTION NO. R-2020-093**

**A RESOLUTION APPROVING THE YMCA/RIVERSIDE MANAGEMENT AND SERVICES AGREEMENT**

BE IT RESOLVED BY THE BOARD OF ALDERMEN OF THE CITY OF RIVERSIDE, MISSOURI AS FOLLOWS:

**THAT** the Board of Aldermen hereby approves the YMCA/Riverside Management and Services Agreement between the City and YMCA, attached hereto in its substantial form, and authorizes the Mayor to execute the agreement on behalf of the City; and

**FURTHER THAT** the Mayor, the City Administrator, and other appropriate City officials are hereby authorized to take all actions as may be deemed necessary or convenient to carry out and comply with the intent of the agreement and to execute and deliver for and on behalf of the City all certificates, instruments, agreements and other documents, as may be necessary or convenient to perform all matters herein authorized.

**PASSED AND ADOPTED** by the Board of Aldermen of the City of Riverside, Missouri, the \_\_\_\_ day of \_\_\_\_\_ 2020.

\_\_\_\_\_  
Mayor Kathleen L. Rose

ATTEST:

\_\_\_\_\_  
Robin Kincaid, City Clerk

**YMCA/RIVERSIDE MANAGEMENT  
AND SERVICES AGREEMENT**

THIS YMCA/RIVERSIDE MANAGEMENT AND SERVICES AGREEMENT (the “**Agreement**”), is made and entered into as of the \_\_\_\_ day of \_\_\_\_\_, 2020 by and between YOUNG MEN’S CHRISTIAN ASSOCIATION OF GREATER KANSAS CITY (“**YMCA**”), a not-for-profit corporation of the State of Missouri and the CITY OF RIVERSIDE, Missouri (“**CITY OF RIVERSIDE**”), a political subdivision of the State of Missouri:

**RECITALS**

WHEREAS, CITY OF RIVERSIDE and the YMCA have previously entered into agreements whereby the YMCA as a qualified independent contractor has been retained to oversee and manage certain operations of CITY OF RIVERSIDE’s Riverside Community Center located at 4498 N.W. High Drive, Riverside, Missouri 64150 (the “**Community Center**”), including an outdoor swimming pool a part thereof (the “**City Pool**”), and which services have included providing fitness classes; and

WHEREAS, the primary purpose of the YMCA is to promote the spiritual, intellectual, social and physical welfare of all persons. To further promote the YMCA’s primary purpose in the Kansas City Metropolitan Area, the YMCA, among other activities, manages community center and swimming pool operations, including season start-up and close-down of facilities and equipment, provision of lifeguard services and coordination of instructional and competitive swimming programs and runs summer camp programs; and

WHEREAS, the YMCA, in furtherance of its primary purpose, desires to continue to assist CITY OF RIVERSIDE in the management and operation of its Community Center and City Pool and its swimming and Fitness Classes and Summer Camp Program at such facilities.

NOW, THEREFORE, in consideration of the mutual undertakings herein contained and other good and valuable consideration the parties covenant and agree as follows:

**ARTICLE I**  
**SWIMMING POOL MANAGEMENT, STAFFING, MAINTENANCE AND  
DAYS/HOURS OF OPERATION**

1.1 Pool, in General. During the Term applicable to the City Pool set out below, the YMCA shall provide general management, direction, operating policy coordination and maintenance for the City Pool. Those YMCA responsibilities shall include the following:

1.1.1 Pool Staffing; No Unauthorized Aliens. The YMCA will provide on-site staff from the YMCA which shall include a Head Lifeguard, Lifeguard Staff and a City Pool Manager. Such staff shall be assigned as hours of operation and activities require including all admission activities with either the Head Lifeguard or the City Pool Manager being on duty at all times. All Pool on-site YMCA staff shall be fully-certified lifeguards, with a current Lifeguard Training qualification, who have received C.P.R. training and certification as required for other YMCA pools in the Kansas City Metropolitan Area. The YMCA agrees to comply with, and

provide any necessary affidavits under, R.S.Mo. Section 285.530 to confirm that it will not knowingly employ any person who is an unauthorized alien in connection with the services to be provided hereunder.

1.1.2 Payroll/Administrative Functions. The YMCA will manage and be solely responsible for all staffing and duties related to payroll preparation, payroll processing, staffing issues and such other administrative duties reasonably stemming from proper and professional YMCA personnel staffing of the City Pool.

1.1.3 Admission to City Pool. The YMCA will provide qualified supervision staff trained for access control, as agreed by CITY OF RIVERSIDE and YMCA, during all hours of operation and for all activities located at the City Pool.

1.1.4 Rules and Regulations. All users of the City Pool will be required to follow the YMCA Pool Rules and Protocols set out in **Attachment 1** attached hereto and made a part hereof, as the same may be reasonably supplemented or amended by the YMCA. The YMCA will also use its reasonable best efforts to enforce all reasonable rules and regulations for the City Pool as may be established by CITY OF RIVERSIDE.

1.1.5 Pool Maintenance in General. During the Term applicable to the City Pool, the YMCA shall provide limited maintenance services for the City Pool as follows:

1.1.6 Equipment and Supplies. The YMCA will assist CITY OF RIVERSIDE from time to time with determining specifications for necessary equipment and supplies for the City Pool's operation.

1.1.7 Maintenance and Cleaning. The YMCA will provide necessary maintenance and cleaning of pools, decks, restrooms, locker rooms and showers, storage facilities and other areas of the City Pool prior to season opening and daily thereafter such that the pools and related facilities are maintained in a clean, uncluttered condition at all times, all consistent with those activities contained in Attachment A. The YMCA will be responsible for maintaining the condition of the City Pool in conformity with the standards, rules and regulations set by the local health authority. The YMCA shall not be responsible for the condition of the City Pool, equipment and related buildings and facilities prior to the YMCA's signing of the Pool Agreement. The YMCA will not be responsible for adverse conditions of the City Pool or surrounding areas caused by the action of CITY OF RIVERSIDE.

1.1.8 Chemical Testing. The YMCA shall maintain accurate chemical tests and usage records on a daily basis and maintain appropriate first aid kit(s) in compliance with local health standards and American Red Cross guidelines.

1.1.9 Certain City Obligations. If the City Pool needs chemical adjustment or its facilities need maintenance or repair, the YMCA will contact the Public Works Department of CITY OF RIVERSIDE. Said Public Works Department, as soon as reasonably possible, will provide the YMCA with the necessary chemicals to apply, or apply them, or will provide the necessary maintenance services, as the case may be. CITY OF RIVERSIDE will supply the YMCA with a cell phone for contacting its Public Works Department.

1.1.10 Damage to City Pool Facilities. Any damage to the City Pool and its facilities by CITY OF RIVERSIDE residents or other authorized users of the City Pool, or any damage caused by persons other than YMCA employees or agents, shall be the responsibility of CITY OF RIVERSIDE. Any structural or wear and tear repairs or maintenance and replacements required for the City Pool and related equipment and to the building facilities related to the City Pool shall be the responsibility of CITY OF RIVERSIDE unless caused by the YMCA's, or its employees' or agents' negligence or willful misconduct.

1.1.11 Regular Hours. The YMCA shall be responsible to open and operate the City Pool for open swim to the public from the Saturday prior to Memorial Day through Labor Day, during the following hours of operation:

Monday through Saturday: 12 p.m. to 8 p.m.

Sunday: 12 p.m. to 6 p.m.

1.1.12 Special Hours; Staffing Costs. City Pool availability at times other than regularly scheduled hours of operation and arrangements for use, shall be agreed upon in advance between the YMCA and CITY OF RIVERSIDE. In addition to the regular season sum set out in Section 4.1 below, CITY OF RIVERSIDE shall be responsible for payment to the YMCA for the hourly fee for lifeguards and other staff. The rate is \$15.00 per hour per lifeguard including 1/2 hour for cleanup. CITY OF RIVERSIDE agrees to use its reasonable best efforts to give the YMCA no less than three (3) weeks' notice of such events and the YMCA agrees to bill the City separately for these events.

1.1.13 Pool Closures. The YMCA reserves the right to close the City Pool during inclement weather at the reasonable discretion of the Head Lifeguard on duty. Conditions warranting closure include lightning, thunder (even if no lightning has been seen), extreme wind, rain, threatening clouds, tornado warnings and/or if the temperature drops below 65 degrees (Health Department recommendation). The City Pool will reopen when the Head Lifeguard on duty deems it safe for persons to return to the water. YMCA shall contact Riverside City Hall and Riverside Public Works Department prior to closing and reopening.

## **ARTICLE II** **FITNESS PROGRAM MANAGEMENT AND STAFFING**

2.1 Fitness Program in General. During the Term of this Agreement applicable to the Fitness Classes at the Community Center, the YMCA shall provide general management, operation and programming for the Fitness Classes at the Community Center. YMCA's rights pursuant to this Agreement are non-exclusive, and the City reserves the right for itself or others to provide Fitness Classes. Fitness Classes are defined as classes which promote the overall health and wellbeing of those participating. The management, operation and programming responsibilities of the YMCA shall include the following:

2.1.1 Staffing. The YMCA will provide on-site staff from the YMCA as required for each Fitness Class. Such staff shall be assigned as hours of operation and activities require. The YMCA has hired a program director to work at the Community Center on or about March 1, 2014. Once this program director was hired and the programs launched, the YMCA has agreed to

provide up to twenty (20) hours of additional group exercise classes and conduct a community survey (both on-line and through direct mail) to help determine what new classes might be implemented at the Community Center.

2.1.2 No Unauthorized Aliens. The YMCA agrees to comply with, and provide any necessary affidavits under Section 285.530, R.S.Mo. to confirm that it will not knowingly employ any person who is an unauthorized alien in connection with the Fitness Classes services to be provided hereunder.

2.1.3 Payroll/Administrative Functions. The YMCA will manage and be solely responsible for all staffing and duties related to payroll preparation, payroll processing, staffing issues and such other administrative duties reasonably stemming from proper and professional staffing for the Fitness Classes.

2.1.4 Rules and Regulations. YMCA will use its reasonable best efforts to enforce all reasonable rules and regulations for the Community Center use as may be established by the CITY OF RIVERSIDE.

2.2 YMCA Use of Facilities. Through coordination with the CITY OF RIVERSIDE from time to time, during the Term of this Agreement, YMCA for no rent or fees, but at the YMCA's cost for supplies and consumables, may reasonably use the Community Center for usual and customary YMCA purposes when not programmed for use by the CITY OF RIVERSIDE. The YMCA shall be responsible to reimburse the CITY OF RIVERSIDE for any loss or damage resulting from such YMCA use of the Community Center and the YMCA shall defend, indemnify and hold the CITY OF RIVERSIDE harmless with respect to any claims or litigation arising out of such YMCA use of the Community Center.

### **ARTICLE III**

#### **SUMMER CAMP PROGRAM MANAGEMENT, STAFFING AND SCHEDULE**

3.1 In General. In the event that the YMCA determines it to be feasible and during the Term of this Agreement applicable to the Summer Camp Program, the YMCA shall provide general management, direction and operating policy coordination for the Riverside Community Center Summer Camp Program. Those responsibilities shall include the following:

3.1.1 Staffing. The YMCA will provide on-site staff from the YMCA which shall include a staff-to-camper ratio of 1:15 for 5 to 12 year olds. The number of campers allowed to participate at any one time shall be limited to a maximum of 40. Staffing shall include , one (1) full time Camp Director, one (1) full time assistant camp director, and such other part time Camp Associates to ensure proper staff-to-camper ratio. Camp staff will be closely supervised by District Program Director and Sr. Director of Program Operations. ~~Such~~ Camp staff shall be assigned as hours of operation and activities require. All on-site YMCA staff shall be trained as follows:

- First Aid/CPR required for all Camp Directors and Program Leads
- Epi Pen/Medication — required for all Camp Directors and Program Leads

- Risk Management Online Training Series — required for all Camp Associates
- All Summer Associate Training required for all Camp Associates

3.1.2 No Unauthorized Aliens. The YMCA agrees to comply with, and provide any necessary affidavits under, R.S.Mo. Section 285.530 to confirm that it will not knowingly employ any person who is an unauthorized alien in connection with the Summer Camp Program services to be provided hereunder.

3.1.3 Payroll/Administrative Functions. The YMCA will manage and be solely responsible for all staffing and duties related to payroll preparation, payroll processing, staffing issues and such other administrative duties reasonably stemming from proper and professional staffing of the Summer Camp Program.

3.1.4 Transportation and Admission to Program Activities. The YMCA will provide qualified supervision staff trained for transportation and access control, as reasonably agreed by CITY OF RIVERSIDE and YMCA, during all program hours of operation and for all on-site or off-site program activities.

3.1.5 Rules and Regulations. The YMCA will use its reasonable best efforts to enforce all reasonable rules and regulations for the Community Center use as may be established by CITY OF RIVERSIDE.

3.2 Access to Facilities. The YMCA shall have exclusive use of the Community Center meeting rooms from the first Friday after Memorial Day, through the first Monday in August, provided that the City Administrator is authorized to approve modifications to these dates based on programming needs and Community Center meeting room availability. In addition to the Community Center meeting rooms, the YMCA will have access to the City Pool during regular pool hours when certified lifeguards are on duty and the gymnasium when it is not otherwise programmed for use by the CITY OF RIVERSIDE.

3.3 Snack and Lunch Program. The YMCA will provide a healthy snack every day in connection with the Summer Camp Program the YMCA's Healthy Eating and Physical Activity Standards of serving fruits or vegetables with water as the primary beverage. In addition, the YMCA will provide a healthy lunch for campers each day.

3.4 Community Center Maintenance, in General. During the Term applicable to the Summer Camp Program, the YMCA shall provide limited maintenance services for the Community Center as follows:

3.4.1 Equipment and Supplies. The YMCA will provide all equipment and supplies as deemed necessary for the Summer Camp Program operation, including, but not limited to refrigerator, storage cabinets, shelving, tables, and chairs. CITY OF RIVERSIDE will provide all equipment and supplies as deemed necessary for cleaning and maintenance of the Community Center building.

3.4.2 Maintenance and Cleaning. The YMCA will provide necessary maintenance and cleaning of the Community Center meeting rooms utilized for the Summer Camp Program such that the meeting rooms are maintained in a clean, uncluttered condition at all times. CITY OF RIVERSIDE staff will clean the meeting room floors according to its regular cleaning schedule. On a daily basis, the YMCA will be responsible for maintaining the condition of the meeting rooms in conformity with the standards, rules and regulations set by the Missouri Department of Health and Senior Services. The YMCA shall not be responsible for the condition of the Community Center meeting rooms prior to commencement of the Summer Camp Program. The YMCA will not be responsible for adverse conditions of the Community Center meeting rooms or surrounding areas caused by the action of CITY OF RIVERSIDE.

3.4.3 Certain City Obligations. If the Community Center meeting rooms need maintenance or repair, the YMCA will contact the Public Works Department of CITY OF RIVERSIDE. Said Public Works Department, as soon as reasonably possible, will provide the necessary maintenance services.

3.4.4 Damage to Community Center Facilities. Any damage to the Community Center building and its facilities by CITY OF RIVERSIDE residents or other authorized users of the Community Center, or any damage caused by persons other than YMCA employees or agents, shall be the responsibility of CITY OF RIVERSIDE. Any structural or wear and tear repairs or maintenance and replacements required for the Community Center building facilities and related equipment shall be the responsibility of CITY OF RIVERSIDE unless caused by the YMCA's, or its employees' or agents' negligence or willful misconduct.

3.5 Schedule. The YMCA shall operate the Summer Camp Program from 7 a.m.-6 p.m. Monday - Friday. Access to the Community Center shall be provided by the CITY OF RIVERSIDE no earlier than 6:30 a.m. to provide an opportunity for the YMCA to set up for the day's activities.

3.6 Days of Operation. The YMCA shall conduct the Summer Camp Program daily as determined by their program schedule with the exception of July 4<sup>th</sup>.

#### **ARTICLE IV** **COMPENSATION**

4.1 Swimming Pool Services. CITY OF RIVERSIDE shall compensate YMCA for oversight and management of the City Pool for the 2020 season for a fee of \$81,997.65 for the entire swimming season, to be billed in four equal monthly installments of \$20,449.41 each at the beginning of each month from June through September. The YMCA will increase the fee 5% annually after the 2020 season to account for increased personnel costs.

The regular hourly schedule in Section 1.1.11 anticipates 778 hours of public swim time per swimming season. In the event that, by mutual agreement, the hours of operation are reduced, the annual fee will be calculated as follows:

The Swimming Pool Services fee set in this Section will be divided by the 778 anticipated hours of public operation to determine a per-hour rate. The per-hour rate will then be multiplied by the number of hours in the reduced schedule and then increased by a fixed percentage to compensate

for staff training and recruitment costs. For the 2020 season, the increase to compensate for staff training and recruitment costs will be twenty (20) percent and for all subsequent seasons, the increase to compensate for staff training and recruitment costs will be ten (10) percent. In the event that the calculated payment exceeds the entire swimming season fee set forth in this section, the fee set forth in this section will be the maximum paid to the YMCA.

In the event that the hours are increased beyond those set in Section 1.1.11, the per-hour rate as calculated above will be multiplied by the number of hours in the increased schedule with no additional percentage related to staff training and recruitment costs.

4.2 Fitness Center Services. CITY OF RIVERSIDE will pay YMCA \$3,500.00 per month beginning with the month of March and ending June 30<sup>th</sup> of each calendar year during the Term of this Agreement. This monthly compensation amount will be reduced or offset by the monthly value of new YMCA memberships fulfilled by CITY OF RIVERSIDE residents on or after March 1, 2014. The parties agree that the baseline membership number, as of March 1, 2014 (by which to measure offsets), is 250.

4.3 Summer Camp Program. In the event that the YMCA determines a summer camp program to be feasible in accordance with this agreement, the YMCA shall offer its Summer Camp Program to Riverside residents for a weekly fee of \$95, with all such payments to be retained by YMCA. In addition, Riverside residents shall be eligible for financial assistance scholarships of 25%, 35% or 50% based on YMCA eligibility standards. Program fees for non-Riverside residents shall be \$140 per week and \$95 per week for families that qualify for the free and reduced lunch program.

4.4 Other Agreements. CITY OF RIVERSIDE shall pay all such YMCA invoices within ten (10) days of receipt. CITY OF RIVERSIDE shall provide the Community Center rooms and other Community Center and City Pool facilities at no charge to YMCA.

## **ARTICLE V**

### **INSURANCE AND INDEMNIFICATION; RELATIONSHIP**

5.1 Insurance. The parties shall maintain insurance as follows:

5.1.1 YMCA. During the Term of this Agreement, the YMCA shall maintain automobile and commercial liability insurance, including insurance covering the professional liability of its manager and lifeguards and staff, with companies rated "A" or better by Best Insurance Guide, to protect against any liability arising out of the performance of the YMCA's obligations under this Agreement. Such insurance shall be in amounts at least equal to the limits of liability of \$1,000,000 each occurrence, \$2,000,000 aggregate, and CITY OF RIVERSIDE shall be named as an additional named insured on all such policies. The YMCA shall also maintain such Worker's Compensation insurance as is required by Missouri law, covering its employees and agents. CITY OF RIVERSIDE acknowledges that under the Existing Agreements that the YMCA has delivered to CITY OF RIVERSIDE certificate(s) of insurance evidencing compliance with this Section.

5.1.2 CITY OF RIVERSIDE. During the Term of this Agreement, CITY OF RIVERSIDE shall maintain Commercial Liability insurance with companies rated "A" or better

by Best Insurance Guide or by such other public entity risk management income pool, company or agency authorized to insure governmental entities in the State of Missouri, to protect against liability for existence hazards of the Community Center facilities and premises, including the City Pool. The YMCA shall be named as an additional insured on all such policies. The YMCA acknowledges that under the Existing Agreement, CITY OF RIVERSIDE has delivered to the YMCA certificate(s) of insurance evidencing compliance with this Section.

5.2 Relationship; Indemnity by YMCA. The parties agree that YMCA is an independent contractor, with full authority and control within the constraints of this Agreement to manage and operate the Community Center, including the City Pool and the Summer Camp Program, and that neither the YMCA nor any employee or agent of YMCA is an employee of CITY OF RIVERSIDE. The YMCA shall defend, indemnify and hold harmless CITY OF RIVERSIDE from any and all liability, and all liability and claims, including reasonable attorneys' fees, arising out of or in any way connected with the negligent or willful misconduct performance by YMCA, its employees or agents of YMCA's obligations under this Agreement.

5.3 Certain City Employee(s). The parties recognize and agree that any CITY OF RIVERSIDE employees volunteering or otherwise providing any service to the YMCA with respect to this Agreement shall nevertheless remain on the City's payroll and under the City's worker's compensation and any other City fringe benefit programs. And, such City employees shall not be subject to or covered by the YMCA's worker's compensation nor any such YMCA employee programs or fringe benefits. All employers must ensure that backgrounds screening including current background checks and references are being conducted on their associates.

## **ARTICLE VI**

### **OVERALL STANDARD OF CARE AND PERFORMANCE BY YMCA**

Notwithstanding any other provisions of this Agreement, the YMCA in providing the Community Center and the City Pool and related facilities management and operational services and the Fitness Classes and Summer Camp Program services described in this Agreement, shall not be required to do more, and shall not do less, than the YMCA generally does at YMCA owned and operated community centers and pools and facilities and summer camps in the Kansas City Metropolitan Area which are similar to the Community Center, City Pool, Fitness Classes and the Summer Camp Program.

## **ARTICLE VII**

### **TERM**

The YMCA services under this Agreement shall be provided with respect to the following through the end of 2020 (the "**Term**"):

City Pool: May 15 to September 10;

Fitness Classes at the Community Center: January 1 to December 31; and

Summer Camp Program: May 29 to August 3;

provided that this Agreement will automatically renew on January 1 of each year for an additional calendar year unless one party gives notice of termination to the other party on or before November 1 of the respective calendar year, and provided further that if this Agreement does renew, the City Administrator is authorized to approve modifications to the dates listed herein based on how dates fall on the calendar, programming demand, and facility availability

**ARTICLE VIII**  
**FURTHER ACTIONS; REASONABLENESS AND**  
**AUTHORIZED REPRESENTATIVES**

8.1 Actions; Reasonableness and Cooperation. Each party agrees to take such further actions and to execute such additional documents or instruments as may be reasonably requested by the other party to carry out the purpose and intent of this Agreement. Except where expressly stated to be in a party's sole discretion, or where it is stated that a party has the ability to act in its sole judgment or for its own uses or purposes, whenever it is provided or contemplated in this Agreement that a party must give its consent or approval to actions or inactions by the other party or a third party in connection with the transactions contemplated hereby, such consent or approval will not be unreasonably withheld or delayed nor will any other determinations which must be made by a party in the course of performing and administering this Agreement be unreasonably made. The YMCA and CITY OF RIVERSIDE each also agree to cooperate with and reasonably assist each other in good faith in carrying out the purpose and intent of this Agreement. If no time period is set hereunder for a party to approve or consent to an action or inaction by the other party or a third party, such approval shall be given or affirmatively withheld in writing within ten (10) days after it is requested in writing or it shall be deemed given.

8.2 Authorized Representatives. Until such time as either party shall appoint an alternative representative or representatives, the following named persons shall be deemed an authorized representative for such party with respect to this Agreement and the operation and management of the City Pool and related facilities and the other party shall be entitled to rely on the actions and communications of said person(s) to be those of such party so long as the same are within the scope of this Agreement:

CITY OF RIVERSIDE           Lori Boji, Recreation Supervisor

YMCA:                               Garry Linn

**ARTICLE IX**  
**DEFAULT AND REMEDIES**

9.1 Breach or Default. If either party fails to discharge any of its obligations under this Agreement the party failing to perform shall be in breach or default hereof.

9.2 Notice and Cure Rights. Notwithstanding anything to the contrary herein, neither party shall be considered to be in breach or default hereunder until the other party shall have notified the party failing to perform in writing describing such breach or default and such party shall have failed to reasonably cure the breach or default within ten (10) days after receipt of such notice, or if more than ten (10) days shall be reasonably required for such cure because of the nature of the breach or default, such party shall fail to proceed diligently to cure the same or



**ARTICLE XI**  
**MISCELLANEOUS**

11.1 Entire Agreement; Modifications. All understandings and agreements heretofore between the parties relating to i) the operation and management of the City Pool, ii) fitness classes, and iii) summer camps are merged in this Agreement, which alone fully and completely expresses their agreement. This Agreement may not be modified, changed or supplemented, nor may any obligations hereunder be waived, except by written instrument signed by the party to be charged or by its agent duly authorized in writing or as otherwise expressly permitted herein.

11.2 Force Majeure. If, by reason of force majeure, either party is unable in whole or in part to carry out its obligations under this Agreement, such party shall not be deemed in default during the continuance of such inability, provided reasonably prompt notice thereof is given to the other party. The term “force majeure” as used herein shall mean, without limitation, the following: acts of God; strikes, lockouts or other industrial disturbances; acts of public enemies or military authority; insurrections, riots, terrorist acts; landslides, earthquakes; fires; storms, drought, floods or other severe weather conditions; explosions; breaks or accident to HVAC, utility lines, machinery, or waste disposal systems; or any other cause or event not reasonably within the control of such party and not resulting from its negligence or intentional wrongful acts or omissions. Provided, however, that this Section shall not be applicable to payments of monies due under this Agreement.

11.3 Waivers. No waiver of any breach of any agreement or provision herein contained shall be deemed a waiver of any preceding or succeeding breach thereof or of any other agreement or provision herein contained. No extension of time for performance of any obligations or acts shall be deemed an extension of time for performance of any other obligations or acts.

11.4 Binding Effect. This Agreement shall bind and inure to the benefit of the parties and their successors and assigns.

11.5 Counterparts. This Agreement may be executed at different times and in two or more counterparts and all counterparts so executed shall for all purposes constitute one agreement, binding on all the parties hereto, notwithstanding that all parties shall not have executed the same counterpart. In proving this Agreement, it shall not be necessary to produce or account for more than one such counterpart executed by the party against whom enforcement is sought.

11.6 Captions. The captions used in connection with the Articles, Sections and Subsections of this Agreement are for convenience of reference only and shall not be deemed to construe or limit the meaning or language of this Agreement.

11.7 Severability. If any provision of this Agreement is held by a court of competent jurisdiction to be invalid, void or unenforceable, the remainder of the provisions of this Agreement shall remain in full force and effect.

11.8 Governing Law. This Agreement shall be governed and construed in accordance with the laws of the State of Missouri with respect to contracts to be wholly performed herein.

11.9 No Third Party Beneficiaries. The parties do not intend to confer any benefit hereunder on any person, firm or other entity other than the parties hereto.

11.10 Interpretation. Unless otherwise specified herein, (a) the singular includes the plural and the plural the singular; (b) words importing any gender include the other genders; (c) references to persons or parties include successors and assigns.

11.11 When Effective. Notwithstanding any provision contained in this Agreement to the contrary, this Agreement shall become effective only after the execution and delivery of this Agreement by each of the parties hereto and no course of conduct, oral agreement or written memoranda shall bind either party with respect to the subject matter hereof except this Agreement.

11.12 Survival. In addition to any provisions expressly stated to survive termination of this Agreement, all provisions which by their terms provide for or contemplate obligations or duties of a party which are to extend beyond such termination (and the corresponding rights of the other party to enforce or receive the benefit thereof) shall survive such termination.

11.13 Authority of Signatories. Any person executing this Agreement in a representative capacity represents and warrants that such person has the authority to do so and, upon request, will furnish proof of such authority in customary form.

11.14 Electronic Transactions. The parties agree that the transactions described herein may be conducted and this Agreement and related documents (including signatures of parties to this Agreement and related documents) may be stored by electronic means. Copies, telecopies, facsimiles, electronic files and other reproductions of original executed documents shall be deemed to be authentic and valid counterparts of such original documents for all purposes, including the filing of any claim, action or suit in the appropriate court of law.

11.15 Optional Evidence of Execution. Each party may enter into this Agreement by sending the other party a facsimile (fax) or PDF e-mail copy of its signature hereon with such party, upon request, to provide the other party with an original executed copy of this Agreement as soon as reasonably possible thereafter.

**[SIGNATURE PAGE FOLLOWS]**

IN WITNESS WHEREOF, the parties have executed this Agreement as of the day and year first written above.

**YOUNG MEN’S CHRISTIAN  
ASSOCIATION OF GREATER  
KANSAS CITY**

By: \_\_\_\_\_  
Name: Kelli McClure  
Title: Chief Financial Officer  
Date: \_\_\_\_\_

ATTEST:

**CITY OF RIVERSIDE, MISSOURI**

\_\_\_\_\_  
Name: \_\_\_\_\_  
Title: City Clerk

By: \_\_\_\_\_  
Name: Kathleen L. Rose  
Title: Mayor  
Date: \_\_\_\_\_

Attach: Attachment 1 – YMCA Pool Rules and Protocols

## Attachment 1

### YMCA Pool Rules and Protocols

#### **General Pool Rules**

- No running or rough play
- All infants who have not been potty trained must be in a swim diaper along with a swim suit over the diaper
- Shower before entering the pool
- Proper swim attire required
- Whistle Blows: Stop-Look-Listen to the lifeguard
- No prolonged underwater swimming for time and or distance. Competitive and/or repetitive breath holding can be deadly and is not permitted.
- The use of personal equipment or pool toys must be approved by the lifeguard
- Severe weather may require pool closure for your safety
- No diving except in designated areas
- Activities that are considered unsafe by the lifeguard are not permitted

#### **Diving Rules**

- Only one person is allowed on the diving apparatus (including ladder) at a time
- Divers must dive straight from the front end of the board
- Upon surfacing, immediately swim to the nearest ladder
- A diver must wait until the preceding diver has surfaced and reached the ladder
- No general swimming is permitted in the diving area, unless the diving boards are closed by staff
- Diving users must complete a swim test before using the diving boards

#### **Swim Test Policy:**

- Children 14 years of age and under must participate in the evaluation process.
  - o The evaluation process consist of the following:
    - Jump in feet first into the deep end of the pool or submerge using the wall for assistance.
    - Swim the length of the pool on your stomach without assistance. This can be on the surface of the water or underwater.
    - Climb out unassisted.

Green Wrist Bands:

- Children with a green wrist band on may swim anywhere in the pool.
- Children 8 and under must be supervised by an adult over the age of 16. The supervising adult must be present on the pool deck at all times.

Red Wrist Bands:

- Must be in designated area or within arm's reach of an adult over the age of 16
- Children 5 and under with a red band on must be within arm's reach of an adult over the age of 16. This means the adult needs to be in the pool.
- Children with a red band may not go down the slide unless an adult over the age of 16 catches them at the bottom.
- Children 8 and under must be supervised by an adult over the age of 16. The supervising adult must be present on the pool deck at all times

## Attachment A

### CITY OF RIVERSIDE REQUIRED DAILY SWIMMING POOL MAINTENANCE

- Skim pool surface
- Brush pool sides
- Vacuum entire pool
- Clean pool gutters
- Remove all debris from drain area
- Hose off pool deck
- Wipe down pool furniture
- Clean locker and restroom facilities before opening; check throughout the day and before closing, clean as needed.
- Collect and dispose of all trash in dumpster
- Collect and deposit all recyclables in recycle container
- Clean all pool office areas
- Clean drinking fountain
- Wipe down all stainless steel features
- Check diving board fasteners
- Lower all umbrellas at closing and place in storage area
- Lower all umbrellas during high wind
- Check security of gates and fence
- Secure all locks and doors at closing

#### Report all maintenance issues to Riverside Public Works

During pool open hours; roll up curtain will remain open at check in area and staff will be present to public.

*This list of maintenance duties are required but not limited to additional requested duties by the City of Riverside along with the maintenance requirements of the YMCA*

**RESOLUTION NO. R-2020-094**

**A RESOLUTION AWARDING THE BID FOR CONSTRUCTION OF THE 2020 BACKLIT LETTERING PROJECT AND APPROVING THE AGREEMENT BETWEEN THE CITY AND EXCEL LIGHTING, LLC, FOR CONSTRUCTION OF SUCH PROJECT**

**WHEREAS**, the City issued a request for bids for the construction of improvements for the 2020 Backlit Lettering (Project No. 409-020) ("Project"); and

**WHEREAS**, the City received one (1) response to its request for bid and the proposal submitted by Excel Lighting LLC ("Excel Lighting") in the amount of \$10,045.00 has been evaluated by the City and recommended as the most advantageous proposal for performance of the project; and

**WHEREAS**, the Board of Aldermen find it is in the best interest of the City to enter into a contract with Excel Lighting to perform the Project;

**NOW THEREFORE BE IT RESOLVED BY THE BOARD OF ALDERMEN OF THE CITY OF RIVERSIDE MISSOURI AS FOLLOWS**

**THAT** the proposal of Excel Lighting for the construction of the 2020 Backlit Lettering in the amount of \$10,045.00 is hereby accepted and approved; and

**FURTHER THAT** an agreement by and between the City of Riverside and Excel Lighting in substantially the same form as attached hereto in Exhibit "A" and incorporated herein by reference is hereby authorized and approved, and the Mayor is authorized to execute the same on behalf of the City; and

**FURTHER THAT** the Mayor, City Administrator, City Attorney, and Finance Director are hereby authorized to execute all documents and agreements necessary or incidental to carry out the terms and conditions of such bid award and the City Clerk is authorized to attest thereto.

**PASSED AND ADOPTED** by the Board of Aldermen and **APPROVED** by the Mayor of the City of Riverside Missouri the 6<sup>th</sup> day of October, 2020.

\_\_\_\_\_  
Kathleen L. Rose, Mayor

ATTEST:

\_\_\_\_\_  
Robin Kincaid, City Clerk

**EXHIBIT "A"**

**2020 Backlit Lettering - Project Manual**

**PROJECT MANUAL**

**2020 BACKLIT LETTERING PROJECT**

**PROJECT NO: 409-020**

**The City of Riverside, Missouri**

**September 7, 2020**

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**DIVISION 0 - BIDDING AND CONTRACT DOCUMENTS**

**CITY OF RIVERSIDE, MISSOURI  
ADVERTISEMENT FOR BIDS**

Separate sealed bids for the **2020 Backlit Lettering Project (Project No. 409-020)** will be received by the City Clerk at Riverside City Hall, 2950 NW Vivion Road, Riverside, Missouri until **10:00 A.M., on Thursday, September 24, 2020**, and then publicly opened and read aloud at Riverside City Hall.

The Information for Bidders, Form of Bid, Agreement, Plans, Specifications, and other Contract Documents may be examined at the office of the City Engineer at the above city hall address. Copies may also be obtained at the above city hall address. The Information for bidders and advertisement can be viewed on the City of Riverside's website <http://www.riversidemo.com/rfps>.

The City reserves the right to waive any informality or to reject any or all bids.

Dated: September 7, 2020

**CITY OF RIVERSIDE, MISSOURI**  
**INFORMATION FOR BIDDERS**

The City of Riverside, Missouri (the "City") invites sealed bids on the forms contained in the Bid Package and Contract Documents for the

**2020 BACKLIT LETTERING PROJECT**  
**(Project No. 409-020)**

**1. Receipt and Opening of Bids.** Bids will be received by the City at the office of the City Clerk, Riverside City Hall, 2950 NW Vivion Road, Riverside, MO 64150, until **10:00 a.m. on September 24, 2020**, at which time all sealed bids will be publicly opened and read in the presence of one or more witnesses. The envelope(s) containing the bids must be sealed, clearly marked on the outside of the envelope "**2020 BACKLIT LETTERING PROJECT (Project No. 409-020)**" and addressed to the City Clerk at Riverside City Hall.

The City reserves the right to award the contract by sections, to accept or reject any and all bids, to waive any technicalities or irregularities therein, to determine in its sole discretion the lowest responsive and responsible bidder, and to award the contract on such basis. Any bid may be withdrawn at the request of the bidder for return of the bid packet submitted by filing a written request with the City Clerk prior to the above scheduled time for the opening of bids or authorized postponement thereof. Any bid received after the time and date specified shall not be considered. No bidder may withdraw a bid within 90 days after the actual date of the opening.

**2.** There will not be a **Pre-Bid Meeting**.

**3. Rejection of all Bids.** If the City rejects all Bids, the City may: (1) re-advertise or re-solicit Bids following the City's normal bidding procedure; or (2) use an expedited Bid submission schedule when the City determines that the delay would not be in the best interest of the project or the City.

BIDDER AGREES THAT REJECTION SHALL CREATE NO LIABILITY ON THE PART OF THE CITY BECAUSE OF SUCH REJECTION, AND THE SUBMISSION OF ANY BID IN RESPONSE TO THIS INVITATION SHALL CONSTITUTE AN AGREEMENT OF THE BIDDER TO THESE CONDITIONS.

**4. Preparation and Submission of Bid.** Each bid must be submitted on the prescribed form(s) and accompanied by:

- (1) Qualifications of Bidder (Experience Questionnaire) with Certificate of Good Standing
- (2) Affidavit of Work Authorization with E-Verify attached (2 pages)
- (3) Bid Form

All blank spaces for bid prices must be filled in, in ink or typewritten, and the foregoing Certifications must be fully completed and executed when submitted. On alternate items for which a bid is not submitted, a written indication of "no bid" on the bid form is required. No oral, electronic, facsimile or telephonic bids or alterations will be considered.

A complete set of the bidding documents are on file for examination at the office of the City Engineer at Riverside City Hall or on the City of Riverside's website <http://www.riversidemo.com/rfps>. A copy the bidding documents may be obtained from Riverside City Hall, Telephone 816-741-3993.

CONTRACTORS SHOULD READ AND BE FULLY FAMILIAR WITH ALL BIDDING AND CONTRACT DOCUMENTS BEFORE SUBMITTING A BID. IN SUBMITTING A BID, THE BIDDER WARRANTS THAT IT HAS READ THE BIDDING AND CONTRACT DOCUMENTS AND IS FULLY FAMILIAR THEREWITH, THAT CONTRACTOR HAS VISITED THE SITE OF THE WORK TO FULLY INFORM

ITSELF AS TO ALL EXISTING CONDITIONS AND LIMITATIONS, AND CONTRACTOR HAS INCLUDED IN THE BID A SUM TO COVER THE COST OF ALL ITEMS OF THE WORK.

The submission of a bid will constitute an incontrovertible representation by the bidder that the Bid Documents are sufficient in scope and detail to indicate and convey understanding of all terms and conditions for performance of the work.

Bids by a corporation must be executed in the corporate name by the president or a vice-president (or other corporate officer accompanied by evidence of authority to sign) and the corporate seal must be affixed and attested by the secretary or an assistant secretary. The corporate address shall be shown below the signature.

Bids by a partnership must be executed in the partnership name and signed by a partner, whose title must appear under the signature and the official address of the partnership must be shown below the signature.

**5. Addenda and Interpretations.** No interpretation of the meaning to the specifications, or other pre-bid documents will be made to any bidder orally. Every request for such interpretation should be addressed to:

**Resident Project Representative, City of Riverside:** Travis Hoover: [thoover@riversidemo.com](mailto:thoover@riversidemo.com)

and to be given consideration must be received by **5pm on September 18, 2020.**

Any and all such interpretations and any supplemental instructions will be in the form of written addenda to the Bid Documents which, if issued, will be mailed by the fastest delivery method available via registered mail or overnight delivery, and may also be mailed electronically or faxed to all prospective bidders recorded as having received the Bid Documents, not later than three (3) calendar days prior to the date fixed for the opening of bids. Failure of any bidder to receive any such addendum or interpretation shall not relieve such bidder from any obligation under his bid as submitted. All addenda so issued shall become part of the Contract Documents. Addenda may also be issued to modify the Bid Documents as deemed advisable by the City. At the time of Bid submission, each Bidder shall verify that it has considered all written addenda. **No one is authorized to make any clarifications, interpretations or modifications or give any instructions to the bidders during the bidding period except as described in this Section.**

**6. Substitute Material and Equipment.** The contract, if awarded, will be on the basis of material and equipment described in the drawings or specified in the specifications without consideration of possible substitute of "or-equal" items. Whenever it is indicated in the drawings or specified in the specifications that a substitute "or-equal" item of material or equipment may be furnished or used by Contractor if acceptable to City, application for such acceptance will not be considered by City until after the "effective date of the Agreement".

**7. Subcontracts.** As part of the experience questionnaire, the bidder shall submit to the City with the Bid a list of all proposed subcontractors to be used on the project. The list shall indicate those portions of the work each subcontractor will be performing. The Contractor shall also submit a list of suppliers of major materials to be used on the project. The list shall indicate which materials each supplier is furnishing.

The Bidder must be capable of demonstrating to the satisfaction of City that bidder has the capability at the time of submission of the bid to manage or perform all of the Work required to be performed on the project by Contractor under the Agreement.

**8. Qualifications of Bidder (Experience Questionnaire).** The City may make such investigations as it deems necessary to determine the ability of the bidder to perform the work, and the bidder shall furnish to the City all such information and data for this purpose as the City may request. The City reserves the right to reject any bid if the evidence submitted by, or investigation of, such bidder fails to satisfy the City that such bidder is properly

qualified to carry out the obligations of the contract and to complete the work contemplated therein. Conditional bids will not be accepted. At a minimum, each Bidder must submit the following information with the Bid:

**Authority to Do Business in Missouri.** Each bid must contain evidence of bidder's qualification and good standing to do business in the State of Missouri or covenant to obtain such qualification prior to award of the contract.

**Key Personnel.** Identify the following Key Personnel proposed for the Project. (NOTE: Key Personnel must be committed to the Project for its duration, and may not be removed or substituted without the City's prior written consent.)

- GC Project Manager
- On-Site Field Superintendent
- QC/QA Manager
- Safety Officer

For each of the Key Personnel, provide the following background information:

- Years of employment with current employer;
- Other projects this person will be involved with concurrently with the project;
- Provide professional registrations, education, certifications and credentials held by the person that are applicable to the Project.

**Quality Assurance/Quality Control Plan.** Provide a summary of Bidder's Quality Assurance/Quality Control Plan for this project

- Describe key issues that might affect the Project schedule and how Bidder proposes to address them
- Provide a statement regarding all work performed two (2) years immediately preceding the date of the Bid that contains either (a) any written notices of violations of any federal or state prevailing wage statute in which prevailing wage penalties were assessed against the Bidder or paid by the Bidder; or (b) a statement that there have been no such written notices of violations or such penalties assessed

**Statement of Assurances.** Provide affirmation of the following items:

- Statement that Bidder is current on payment of Federal and State income tax withholdings and unemployment insurance payments
- Statement that the Bidder has not been rescinded or debarred from any bidding, contractual, procurement or other such programs by federal state or local entities.
- Statement of Bidder's litigation and/or arbitration history over the past seven (7) years including final ruling. Pending cases must be disclosed with a notation that the matter is still unresolved.
- Provide sworn affidavits as outlined in the Information to Bidders' concerning Bidder's participation in the federal work authorization program.
- Statement that there is no collusion or fraud with reference to illegal relationships of bidders and representatives of the City, bid pooling or strawbids

9. Reserved.

10. Reserved.

**11. Time of Completion.** Bidder must agree to commence work on or before a date to be specified in a written "Notice to Proceed" of the City and to fully complete the project by 11/21/2020. No time extensions will be granted, except in case of unusual (unseasonable) weather conditions or additional work requested by the City.

**12. Conditions of Work.** Each bidder must inform himself fully of the conditions relating to the construction of the project and the employment of labor thereon. Failure to do so will not relieve a successful bidder of its obligation to furnish all material and labor necessary to carry out the provisions of the contract. Insofar as possible the Contractor, in carrying out the work, must employ such methods or means as will not cause any interruption of or interference with the work of any other contractor.

**13. Laws and Regulations.** The bidder's attention is directed to the fact that all applicable State laws, municipal ordinances, and the rules and regulations of all authorities having jurisdiction over construction of the project shall apply to the contract throughout, and they will be deemed to be included in the contract the same as though herein written out in full.

**14. Method of Award - Lowest Responsible Bidder.** If at the time this contract is to be awarded, the lowest bid submitted by a responsible bidder does not exceed the amount of funds then estimated by the City as available to finance the contract; the contract will be awarded to the "lowest responsible bidder". If such bid exceeds such amount, the City may reject all bids or may award the contract on such items as identified by and deemed in the best interest of the City, in its sole discretion, as produces a net amount which is within the available funds. Discrepancies between the indicated sum of any column of figures and the correct sum thereof will be resolved in favor of the correct sum.

If this solicitation includes Bid Alternates, the City, in its sole discretion, may include any, all or none of the Alternates in determining the lowest responsible Bid. The City may include the Alternates in any combination and in any order or priority as deemed in the best interest of the City. The City may make this determination at any time after bid closing and prior to contract award. The City will act in the best interest of the City in determining whether to include any, all or none of the Alternates and the combination and priority of any Alternates selected. If additional funding becomes available after Contract award, the City may add any or all of the Alternates to the Agreement by Change Order.

The City may consider the qualifications and experience of subcontractors and other persons and organizations (including those who are to furnish the principal items of material or equipment) proposed for portions of the work. Operating costs, maintenance considerations, performance data and guarantees of materials and equipment may also be considered by the City.

The City reserves the right to reject any and all bids, to waive any and all informalities, and the right to disregard all nonconforming, non-responsive or conditional bids. In evaluating bids, the City shall consider the qualifications of the bidders, whether or not the bids comply with the prescribed requirements, and alternates and unit prices if requested in the Bid.

The City may conduct such investigations as it deems necessary to assist in the evaluation of any bid and to establish the responsibility, qualifications and financial ability of the bidders, proposed subcontractors and other persons and organizations to do the work in accordance with the Contract Documents to the City's satisfaction within the prescribed time.

The City reserves the right to reject the bid of any bidder who does not pass any such evaluation to the City's satisfaction.

If the contract is to be awarded, it will be awarded to the lowest responsible bidder whose evaluation, in the sole determination by the City, indicates to the City that the award will be in the best interests of the project.

**15. Obligation of Bidder.** At the time of the opening of bids, each bidder will be presumed to have inspected the site and to have read and to be thoroughly familiar with the Contract Documents (including all addenda). The failure or omission of any bidder to examine any form, instrument, or document shall in no way relieve any bidder from any obligation in respect to the bid submitted. On request, City will provide each Bidder access to the site to conduct such investigations and tests as each Bidder deems necessary for submission of his bid.

**16. Federal Work Authorization Program Participation.** Bidders are informed that pursuant to Section 285.530, RSMo, as a condition of the award of any contract in excess of five thousand dollars (\$5,000), the successful bidder shall, by sworn affidavit and provision of documentation, affirm its enrollment and participation in a federal work authorization program with respect to the employees working in connection to the contracted services. The affidavit shall further provide that the successful bidder does not knowingly employ any person who is an unauthorized alien in connection to the contracted services.

**17. Proof of Lawful Presence.** RSMo 208.009 requires that contractors provide affirmative proof that the Contractor is a citizen or permanent resident of the United States or is lawfully present in the United States. Affirmative proof can be established through a Valid Driver's License; US Birth Certificate (certified with an embossed, stamped or raised seal issued by a state or local government – hospital certificates are not acceptable); US Passport (valid or expired); US Certificate of Citizenship, Naturalization or Birth Abroad; US Military Identification Card or Discharge Papers accompanied by a copy of US Birth Certificate issued by a state or local government.

**18. Safety Standards and Accident Prevention.** With respect to all work performed under this contract, the Contractor shall:

- a. Comply with the safety standards provisions of applicable laws, building and construction codes, and the "Manual of Accident Prevention in Construction" published by the Associated General Contractors of America, the requirements of the Occupational Safety and Health Act of 1970 (Public Law 91-596), and the requirements of Section 292.675, RSMo
- b. Exercise every precaution at all times for the prevention of accidents and the protection of persons (including employees) and property.
- c. Maintain at Contractor's office or other well known place at the job site, all articles necessary for giving first aid to the injured, and shall make arrangements for the immediate removal to a hospital or a doctor's care of persons (including employees), who may be injured on the job site.
- d. Bidders are informed that the Project is subject to the requirements of Section 292.675, RSMo, which requires all contractors or subcontractors doing work on the Project to provide, and require its on-site employees to complete, a ten (10) hour course in construction safety and health approved by the Occupational Safety and Health Administration ("OSHA") or a similar program approved by the Missouri Department of Labor and Industrial Relations which is at least as stringent as an approved OSHA program. The training must be completed within sixty (60) days of the date of work on the Project commences. On-site employees found on the worksite without documentation of the required training shall have twenty (20) days to produce such documentation.

**19. Reserved.**

**20. Reserved.**

**21. American Products.** Pursuant to RSMo 34.353, any manufactured good or commodities used or supplied in the performance of the contract (or subcontract) shall be manufactured or produced in the United States, unless determined to be exempt as provided in state law.

**22. Transient Employers.** Pursuant to RSMo 285.230, every transient employer (employer not domiciled in Missouri) must post in a prominent and easily accessible place at the work site a clearly legible copy of the following: 1) Notice of registration for employer withholding issued by the Missouri Director of Revenue, 2) Proof of coverage for workers' compensation insurance or self-insurance verified by the Missouri Department of Revenue through the records of the Division of Workers Compensation; and 3) Notice of registration for unemployment insurance issued to such employer by the Division of Employment Security. Contractor shall be liable for a penalty of \$500.00 per day until such notices required by RSMo 285.230 et seq. are posted.

**23. Current City Business License.** The successful bidder, and all subcontractors, shall obtain a current city business license prior to beginning construction.

**24. Sales Tax Exemption Certificate.** The City will supply the Contractor with a Project Exemption Certificate for use in purchasing materials and supplies used on the project. The Contractor shall, in preparing its bid, omit from its computed costs all sales and use taxes related to the purchase of materials or other tangible personal property incorporated into or consumed in the construction of the Project.

**25. Non Discrimination and Equal Opportunity.** Contractor shall ensure that all employees are treated equally without regard to their race, color, religion, sex, age, handicap or national origin. The City hereby notifies all bidders that socially and economically disadvantaged business enterprises will be afforded full opportunity to submit bids in response to this invitation and will not be discriminated against on the grounds of race, color, religion, sex, age, ancestry or national origin in consideration for an award. The City of Riverside is an equal opportunity employer and encourages minority, women and disadvantaged contractors to submit bids.

**26. Reserved.**

**27. Signing of Agreement.** When City gives a Notice of Award to the successful bidder, it will be accompanied by the required number of unsigned counterparts of the Agreement and all other Contract Documents. Within ten (10) days thereafter Contractor shall sign and deliver at least three (3) counterparts of the Agreement to City with all other Contract Documents attached and signed as required, evidence of insurance, city licenses and work authorization affidavit and documentation. Within ten (10) days thereafter City will deliver all fully signed counterparts to Contractor. The City may issue a Notice to Proceed with or at any time after delivery of signed counterparts to Contractor.

**BID FOR UNIT PRICE**

To: City of Riverside, Missouri  
Project: 2020 BACKLIT LETTERING  
Project No. 409-020  
Date 9/22/20

Proposal of Excel Lighting & Sign (hereinafter called "Bidder") a corporation/partnership/individual/or other entity organized and existing under the laws of the State of Kansas, a corporation/partnership/ or individual doing business as Excel Lighting & Sign.

To the City of Riverside, Missouri (hereinafter called "City")

To Whom It May Concern:

The Bidder, in compliance with your invitation for bids for the construction of the above referenced project having examined the specifications with related documents and the site of the proposed work, and being familiar with all of the conditions surrounding the construction of the proposed project including the availability of materials and labor, hereby proposes to furnish all labor, materials, and supplies, and to construct the project in accordance with the contract documents, within the time set forth therein, and at the prices stated below. These prices are to cover all expenses incurred in performing the work required under the contract documents, of which this proposal is a part.

Bidder hereby agrees to commence work under this contract on or before a date to be specified in written "Notice to Proceed" of the City and to fully complete the project within forty-five (45) consecutive calendar days thereafter as stipulated in the specifications.

**Bidder acknowledges receipt of the following addendum(s):**

NA

Bidder agrees to perform all of the project work described in the scope of work, for the unit prices contained in the attached Bid for Unit Price attached hereto. The total bid amount is:

(\$ ~~15234.00~~ )  
\$10,045.00

Excel Lighting, LLC confirmed that they will honor the attached bid unit prices excluding the Municipal Court lettering as requested in the Project Manual.

The unit prices attached shall include all labor, materials, removal, overhead, profit, insurance, etc., to cover the finished work of the several kinds called for. Changes shall be processed in accordance with Article VII of the Agreement.

Bidder understands that the City reserves the right to reject any or all bids and to waive any informality in the bidding.

The bidder agrees that this bid shall be good and may not be withdrawn for a period of 90 calendar days after the scheduled closing time for receiving bids.

Upon receipt of written notice of the acceptance of this bid, bidder will execute the formal contract attached within 2 days as required by the Agreement.

THE UNDERSIGNED BIDDER AGREES THAT REJECTION SHALL CREATE NO LIABILITY ON THE PART OF THE CITY OF RIVERSIDE, MISSOURI BECAUSE OF SUCH REJECTION, AND THE FILING OF ANY BID IN RESPONSE TO THIS INVITATION SHALL CONSTITUTE AN AGREEMENT OF THE BIDDER TO THESE CONDITIONS.

Respectfully submitted:

(SEAL - if bid is by a corporation)

By Excel Lighting, LLC

Name: Dustan Fankhauser

Title: owner

Street: 1100 McAlpine Ave

City, State, Zip: LANSA CITY, KS 66105

Phone: 913.492.4000



1100 McAlpine Ave  
Kansas City, Kansas 66105

# Estimate

# EST-27391

Bill To  
**City of Riverside**  
2950 N.W. Vivion Road  
Riverside, MO 64150

Ship To  
2950 N.W. Vivion Road  
Riverside, MO 64150

Estimate Date : Jul 14, 2020

#	Item & Description	Qty	Rate	Amount
1	Sign Sales 1 set 10" (Riverside) 8" (City Hall) Internally illuminated Reverse channel letters 2" deep returns painted standard color brushed aluminum laminate on face only .177 clear Lexan backs with threaded rivet nuts White LED's and power supply Spacer Mounted, Mounting pattern	1.00 pcs	4,427.00	4,427.00
2	Sign Sales - installation Installation - install sign and hook up electrical to existing power connection within 10' of sign. If no power is ran to sign location, additional charges may apply, and/or electrician may be needed to run power to sign.	1.00 pcs	1,200.00	1,200.00
3	---	1.00	0.00	0.00
4	Sign Sales 1 set 10" (Public Safety) Internally illuminated Reverse channel letters 2" deep returns painted standard color brushed aluminum laminate on face only .177 clear Lexan backs with threaded rivet nuts White LED's and power supply Spacer Mounted, Mounting pattern	1.00 pcs	3,543.00	3,543.00
5	Sign Sales - installation Installation - install sign and hook up electrical to existing power connection within 10' of sign. If no power is ran to sign location, additional charges may apply, and/or electrician may be needed to run power to sign.	1.00 pcs	875.00	875.00
6	---	1.00	0.00	0.00
7	Sign Sales 1 set 10" (Municipal Court) Internally illuminated Reverse channel letters 2" deep returns painted standard color brushed aluminum laminate on face only	<del>1.00 pcs</del>	<del>3,989.00</del>	<del>3,989.00</del>

#	Item & Description	Qty	Rate	Amount
	.177 clear Lexan backs with threaded rivet nuts White LED's and power supply Spacer Mounted, Mounting pattern			
8	Sign Sales - installation Installation - install sign and hook up electrical to existing power connection within 10' of sign. If no power is ran to sign location, additional charges may apply, and/or electrician may be needed to run power to sign.	<del>1.00</del> pcs	<del>1,200.00</del>	<del>1,200.00</del>
			Sub Total	\$10,045.00
			KCK (9.13%)	0.00
			<b>Total</b>	<b>\$10,045.00</b>

**Notes**

Looking forward for your business.

Authorized  
Signature

\_\_\_\_\_

## BID FORM

### BID FOR UNIT PRICE CONTRACTS (Pricing)

CONTRACTOR: Excel Lighting LLC

#### 2020 BACKLIT LETTERING PROJECT (409-020)

ITEM NO.	BID ITEM DESCRIPTION	EST. QTY.	UNIT	UNIT PRICE	PRICE EXTENSION
1	Removal of old letters. Provide and install new backlit letters.	1	LS	\$10,045.00	\$10,045.00
	TOTAL BID				\$10,045.00

Item NO. 1

- See attached pictures. This item includes the following:
  - Removal of old letters from exterior of Riverside City Hall buildings. At removal sites, holes shall be filled with material approved by City prior to installation of new lettering.
  - 1 set of 10" (RIVERSIDE) and 8" (CITY HALL) letters
  - 1 set of 10" (PUBLIC SAFETY) letters
  - Installation of new lettering to match font of old lettering. Municipal Court lettering will remain on building. Where possible, the finish of the new lettering should match or be compatible with Municipal Court lettering.
  - Provide electrical hook-up to existing power connection. Power connection will be 10' or less from the new letters.

All Items must be completed by November 21, 2020

**EXPERIENCE QUESTIONNAIRE**

**(To be completed by each Bidder and submitted with Bid)**

FAILURE TO COMPLETE THIS FORM WILL RESULT IN THE REJECTION OF THE BID.

Excel Lighting LLC  
(Company Name)

Dustan Fankhauser  
(Primary Contact Name)

1100 McAlpine Ave  
(Address)

KANSAS CITY, KS, 64105  
(City, State, Zip Code)

913.492.4000  
(Phone Number)

(Fax Number)

dustan@excelkc.com  
(E-mail)

Federal ID Number: \_\_\_\_\_ or SSN: \_\_\_\_\_

(Check all that apply)

General Contracting

Electrical

Plumbing

Poured in Place Surfacing

Demolition

Earthwork

Playground Equip. Install

Paving

Other: \_\_\_\_\_

Name of State(s) in which incorporated: KANSAS

Date(s) of incorporation: \_\_\_\_\_

**Attach Certificate of Good Standing** for State in which incorporated.

If not incorporated in Missouri, also **attach Certificate of Authority to do Business in Missouri.**

Certificate Number: 1149078 Date: 9/23/2020

Name of the following officers:

Dustan Fankhauser  
(President's Name)

\_\_\_\_\_  
(Vice-President's Name)

\_\_\_\_\_  
(Secretary's Name)

\_\_\_\_\_  
(Treasurer's Name)

Date of Organization: 5/2006

Type of Partnership: General Limited Association

Names and addresses of all partners (use additional sheet if necessary):

**STATE OF KANSAS**  
**OFFICE OF**  
**SECRETARY OF STATE**  
**SCOTT SCHWAB**

I, SCOTT SCHWAB, Secretary of State of the state of Kansas, do hereby certify, that according to the records of this office.

Business Entity ID Number: 6082119

Entity Name: EXCEL LIGHTING LLC

Entity Type: DOM: LTD LIABILITY COMPANY

State of Organization: KS

was filed in this office on January 24, 2006, and is in good standing, having fully complied with all requirements of this office.

No information is available from this office regarding the financial condition, business activity or practices of this entity.



A handwritten signature in cursive script that reads "Scott Schwab".

**SCOTT SCHWAB**  
**SECRETARY OF STATE**

In testimony whereof I execute this certificate and affix the seal of the Secretary of State of the state of Kansas on this day of September 23, 2020

Certificate ID: 1149078 - To verify the validity of this certificate please visit <https://www.kansas.gov/bess/flow/validate> and enter the certificate ID number.

Dustin Frankhouser 15833 England St. OP, KS, 66221  
(Name) (Address) (City, State, Zip)

\_\_\_\_\_  
(Name) (Address) (City, State, Zip)

1. How many years has your Company been in business as a contractor under your present business name? 14 yrs

2. List all other prior business names and locations under which you or any partner, principal or other officer of your company has ever done business:

N/A

3. How many years' experience in the proposed type and size of construction work has your Company had: (a) as a general contractor N/A (b) as a subcontractor 14 yrs

4. List the three most recent projects your Company has completed similar in scope to the proposed work:

Project Name or City First Watch - Cee's Summit  
Contact Name Jessica Krawitz Phone jkrawitzeggandi@gmail.com  
Contract Amount \$ 20,043 When Completed? Sept 2020  
Description of Work new channel letter illuminated signage

Project Name or City Fisher Law offices  
Contact Name Benno Phone 816-471-7008  
Contract Amount \$ 9310.00 When Completed? Sept 2020  
Description of Work new channel letter signage

**Project Name** or City Shelter Insurance  
Contact Name Michelle Delacruz Phone 816-795-3840  
Contract Amount \$ 7,343 When Completed? Aug 2020  
Description of Work new channel letters

5. What other important projects has your Company completed?

**Project Name** or City Husch Blackwell Law offices  
Contact Name Rashad Lewis Phone rashad.lewis@huschblackwell.com  
Contract Amount \$ 5000 + When Completed? \_\_\_\_\_  
Description of Work retrofit LED letters in signage on highrise building on Plaza

**Project Name** or City \_\_\_\_\_  
Contact Name \_\_\_\_\_ Phone \_\_\_\_\_  
Contract Amount \$ \_\_\_\_\_ When Completed? \_\_\_\_\_  
Description of Work \_\_\_\_\_

6. List at least two engineering firms with whom you have worked, and the name of the individual who was your primary point of contact: N/A

7. Have you ever failed to complete any work on a project or defaulted on a contract? If so, where and why? (attach additional pages if necessary)

\_\_\_\_\_ *no* \_\_\_\_\_  
\_\_\_\_\_

8. The construction experience of the Key Personnel in your Company is required. At a minimum, information regarding experience and qualifications of the following positions must be provided: GC Project Manager, On-Site Field Superintendent, QC/QA Manager, Safety Officer.

NAME \_\_\_\_\_ *N/A* \_\_\_\_\_ Position \_\_\_\_\_

Years of construction experience: \_\_\_\_\_

Magnitude & Type of Work \_\_\_\_\_

In What Capacity? \_\_\_\_\_

Years of Employment with Contractor: \_\_\_\_\_

Other projects this individual will be involved with concurrently with this project:

\_\_\_\_\_  
\_\_\_\_\_

Education, professional registrations, certifications and credentials held by individual applicable to the Project:

\_\_\_\_\_  
\_\_\_\_\_

NAME \_\_\_\_\_ Position \_\_\_\_\_

Years of construction experience: \_\_\_\_\_

Magnitude & Type of Work \_\_\_\_\_

In What Capacity? \_\_\_\_\_

Years of Employment with Contractor: \_\_\_\_\_

Other projects this individual will be involved with concurrently with this project:

\_\_\_\_\_  
\_\_\_\_\_

Education, professional registrations, certifications and credentials held by individual applicable to the Project:

\_\_\_\_\_  
\_\_\_\_\_

NAME \_\_\_\_\_ Position \_\_\_\_\_

Years of construction experience: \_\_\_\_\_

Magnitude & Type of Work \_\_\_\_\_

In What Capacity? \_\_\_\_\_

Years of Employment with Contractor: \_\_\_\_\_

Other projects this individual will be involved with concurrently with this project:

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

Education, professional registrations, certifications and credentials held by individual applicable to the Project:

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

9. List the major items of equipment which you own or which will be used on the project:

<u>Quantity, Description, &amp; Capacity</u>	<u>Age in Years</u>	<u>Condition</u>
1) 2016 Elliott L60 Sign Crane	4	good
2) 2010 Elliott V60 Sign Crane	10	good

10. List below the contracts to which your company, any principal in your company, or any prior companies owned by a principal in your company were a party during the previous seven (7) years that involved litigation of any type, arbitration, mechanics lien claim or other claim in an amount over \$10,000 (include pending cases with a notation that the matter is still unresolved):

\_\_\_\_\_  
N/A  
\_\_\_\_\_

11. On a typical project, what percent of the work is completed by your own forces? 100% What percent by subcontract? 0%. List subcontractors you propose to use on this project and their responsibility in this contract.

<u>Subcontractor Name</u>	<u>Contract Responsibility</u>	<u>% of Contract</u>
N/A		

(1) \_\_\_\_\_  
\_\_\_\_\_

Address	State	Zip	Phone Number
---------	-------	-----	--------------

(2) \_\_\_\_\_  
\_\_\_\_\_

Address	State	Zip	Phone Number
---------	-------	-----	--------------

(3) \_\_\_\_\_  
\_\_\_\_\_

Address	State	Zip	Phone Number
---------	-------	-----	--------------

(4) \_\_\_\_\_  
\_\_\_\_\_

Address	State	Zip	Phone Number
---------	-------	-----	--------------

(5) \_\_\_\_\_  
\_\_\_\_\_

Address	State	Zip	Phone Number
---------	-------	-----	--------------

15. Is your Company current on payment of Federal and State income tax withholdings and unemployment insurance payments? yes.  
If the answer is no, please provide detail: \_\_\_\_\_

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

16. Has your Company, or any principal in your company, been rescinded or debarred from any bidding, contractual, procurement or other such programs by federal, state or local entities? no.

If the answer is yes, please provide detail: \_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

17. Has your Company received any written notices of violations of any federal or state prevailing wage statute in which prevailing wage penalties were assessed against your Company or paid by your Company during the last two (2) years? no.

If the answer is yes, please provide the detail of each and every such notice: \_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

The undersigned hereby authorizes and requests any person, firm, or corporation to furnish any information requested by the City in verification of the recitals comprising this Experience Questionnaire and agrees to hold any such person, firm or corporation harmless for providing any such information to the City of Riverside. The undersigned agrees that there is no collusion or fraud with reference to illegal relationships of bidders and representatives of the City, bid pooling or strawbids.

Dated on behalf of said Company this 23 day of September 2020.

By: [Signature]

Name: Dustin Fankhauser

Title owner

State of Kansas )  
 ) ss  
County of Wyandotte )

BEFORE ME, the undersigned notary, personally appeared Dustin Fankhauser who being duly sworn, deposes and says that he or she is the OWNER of Excel Lighting, that he/she has been authorized by such company to complete the foregoing statement, and that the answers to the foregoing questions and all statements therein contained are true and correct.

Subscribed and sworn to me before this 23 day of September, 2020.

My commission expires: [Signature] Notary Public



**AFFIDAVIT for WORK AUTHORIZATION**

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

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

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

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

**KNOWINGLY:** A person acts knowingly or with knowledge,  
(a) with respect to the person's conduct or to attendant circumstances when the person is aware of the nature of the person's conduct or that those circumstances exist; or  
(b) with respect to a result of the person's conduct when the person is aware that the person's conduct is practically certain to cause that result.

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

State of Kansas )  
County of Wichita ) ss:

**BEFORE ME**, the undersigned notary, personally appeared Dustin Fankhauser, who, being duly sworn, states on his/her oath or affirmation as follows:

1. My name is Dustin Fankhauser and I am currently the owner of Excel Lighting (hereinafter "Contractor"), whose business address is 1100 McAlpine Ave Kansas City, KS 64105, and I am authorized to make this Affidavit.

2. I am of sound mind and capable of making this Affidavit, and am personally acquainted with the facts stated herein.

3. Contractor is enrolled in and participates in a federal work authorization program with respect to the employees working in connection with the following services contracted between Contractor and the City of Riverside: **2020 BACKLIT LETTERING PROJECT (Project No. 409-020)**.

4. Contractor does not knowingly employ any person who is an unauthorized alien in connection with the contracted services set forth above.

5. Attached hereto is documentation affirming Contractor's enrollment and participation in a federal work authorization program with respect to the employees working in connection with the contracted services.

Further, Affiant sayeth not.

[Signature]  
Signature of Affiant  
Printed Name: Dustin Fankhauser

Subscribed and sworn to before me this 23 day of September, 2020.

[Signature]  
Notary Public

**\*PLEASE NOTE:** Acceptable enrollment and participation documentation consists of the following 2 pages of the E-Verify Memorandum of Understanding: (1) a valid, completed copy of the first page identifying the Contractor; and (2) a valid copy of the signature page completed and signed by the Contractor, and the Department of Homeland Security - Verification.



**AGREEMENT  
BETWEEN  
CITY OF RIVERSIDE, MISSOURI AND**

**Contractor: Excel Lighting, LLC**

**FOR  
COMPLETION OF  
2020 BACKLIT LETTERING PROJECT**

**Project No. 409-020**

**RESOLUTION NO.:** \_\_\_\_\_

**CONTRACT PRICE:** \$10,045.00

**AGREEMENT BETWEEN CITY OF RIVERSIDE AND CONTRACTOR**

**2020 BACKLIT LETTERING PROJECT**

**Project No: 409-020**

THIS AGREEMENT, made and entered into as of the 6th day of October, 2020, by and between the City of Riverside, Missouri (“City”), and Excel Lighting, LLC (“Contractor”), shall govern all Work to be provided by Contractor for City on the Project.

WHEREAS, City, under the provisions of Ordinance / Resolution No. \_\_\_\_\_, duly approved on the 6th day of October, 2020 and by virtue of the authority vested in City by the general ordinances of City, intends to enter into one or more contracts for the Project; and

WHEREAS, the Mayor is authorized and empowered by City to execute contracts on behalf of City, and the City Administrator (“Administrator”) is authorized to perform Administrator’s functions set forth in this Agreement; and

WHEREAS, Administrator may designate one or more engineers, architects, or other persons to assist Administrator in performing Administrator’s functions under this Agreement; and

WHEREAS, City desires to enter into an agreement with Contractor to obtain labor, services, materials, supplies, tools, equipment, supervision, management, and other items as set forth in this Agreement; and

WHEREAS, Contractor represents that Contractor is equipped, competent, and able to provide all the Work, in accordance with this Agreement;

NOW THEREFORE, in consideration of the mutual covenants and consideration herein contained, IT IS HEREBY AGREED by City and Contractor as follows:

**ARTICLE I  
DEFINITIONS**

As used in this Agreement and the other Contract Documents, the following words and phrases shall have the respective meanings set forth below. Any capitalized terms used but not defined in this Agreement shall have the meanings given to such terms in the other Contract Documents.

- A. “Administrator” has the meaning set forth in the recitals of this Agreement.
- B. “Application for Payment” has the meaning set forth in Article VI, Paragraph A of this Agreement.
- C. “City” has the meaning set forth in the preamble of this Agreement.
- D. “Change Order” means a change to the Project, which has been approved in accordance with the terms of this Agreement, specifically including, without limitation, the requirements set forth in Article VII of this Agreement.

- E. “Contract Amount” has the meaning set forth in Article III, Paragraph A of this Agreement.
- F. “Contract Documents” has the meaning set forth in Article V, Paragraph A of this Agreement.
- G. “Contractor” has the meaning set forth in the preamble of this Agreement.
- H. “Notice to Proceed” has the meaning set forth in Article IV, Paragraph A of this Agreement.
- I. “Project” means the building, facility, and/or other improvements for which Contractor is to provide Work under this Agreement. The Project may also include construction by City or others.
- J. “Resident Project Representative” means the following employee of the City of Riverside who shall manage the Project on behalf of the City: Travis Hoover - [thoover@riversidemo.com](mailto:thoover@riversidemo.com) 816-372-9004.
- K. “Subcontractor” means a person, firm or corporation supplying labor and materials or only labor for the Work for, and under separate contract or agreement with, the Contractor.
- L. “Substantial Completion” means the stage in the progress of the Work where the Work or designated portion is sufficiently complete in accordance with the Contract Documents so that the City can occupy or utilize the Work for its intended use.
- M. “Work” or “Work on the Project” means work to be performed at the location of the Project, including the transportation of materials and supplies to or from the location of the Project by employees of the Contractor and any Subcontractor. Work shall include all labor, services, materials, supplies, tools, equipment, supervision, management, and anything else necessary to accomplish the results and objectives described in Exhibit E (Scope of Work) and Exhibit F (Technical Specifications) to this Agreement and the other Contract Documents, in full compliance with all requirements set forth in the Contract Documents, subject to additions, deletions, and other changes as provided for in this Agreement. The Work may refer to the whole Project, or only a part of the Project if work on the Project also is being performed by City or others.

## **ARTICLE II THE PROJECT AND THE WORK**

- A. Contractor shall provide and pay for all Work for the Project.
- B. Contractor represents that it has evaluated and satisfied itself as to all conditions and limitations under which the Work is to be performed, including, without limitation, (1) the location, condition, layout, and nature of the Project site and surrounding areas, (2) generally prevailing climatic conditions, (3) labor supply and costs, and (4) availability and cost of materials, tools, and equipment. City shall not be required to make any adjustment in either the Contract Amount or the time for performance of the Work because of Contractor’s failure to do so.

C. The Resident Project Representative shall act as the City's representative during the construction period, shall decide questions which may arise as the quality and acceptability of materials furnished and Work performed, and shall interpret the intent of the Contract Documents in a fair and unbiased manner. The Resident Project Representative may recommend, but cannot approve Change Orders resulting in an increase in time of performance or payments due to Contractor. The Resident Project Representative will make visits to the site and determine if the Work is proceeding in accordance with the Contract Documents. The Contractor will be held strictly to the intent of the Contract Documents in regard to the quality of materials, workmanship, and execution of the Work. Inspections may be at the factory or fabrication plant of the source of the material supply. The Resident Project Representative will not be responsible for the construction means, controls, techniques, sequences, procedures or construction safety.

D. Contractor may be furnished additional instructions and detail drawings by the Resident Project Representative, as necessary to carry out the Work required by the Contract Documents. The additional drawings and instructions thus supplied will become a part of the contract drawings, and the Contractor shall carry out the Work in accordance with the additional detail drawings and instructions.

### **ARTICLE III CONTRACT AMOUNT**

A. Provided Contractor performs all Work in accordance with the Contract Documents and complies fully with each and every obligation of Contractor under the Contract Documents, City shall pay Contractor the sum of Ten Thousand Forty-Five Dollars (\$10,045.00). This amount shall include all costs, permit fees, profit, overhead, expenses, taxes, and compensation of every kind related to the Work, and shall be referred to as the "Contract Amount."

B. The Contract Amount is subject to final determination of Work performed at unit prices set forth in the Bid for Unit Price Contracts completed by Contractor. The quantities of unit price Work set forth in Contractor's Bid for Unit Price Contracts are estimates only, are not guaranteed, and are solely for the purpose of comparing bids and determining an initial Contract Amount. Unless otherwise stated elsewhere in the Contract Documents, (1) determination of the actual quantities and classifications of unit price Work performed will be made by City and (2) final payment for all unit price items set forth in Contractor's Bid for Unit Price Contracts will be based on actual quantities as determined by City. The Contractor is responsible for verifying the unit quantities before excavation and/or installation at the Project site. Contractor shall identify and notify the City of any variance in unit quantities in excess of ten percent (10%) of the amount set forth in Contractor's Bid for Unit Price Contracts IN ADVANCE of performing the Work. Any increase in quantities of materials or Work performed as a result of over-excavation by Contractor will not be compensated.

C. Payment of the Contract Amount shall be full compensation for all labor, services, materials, supplies, tools, equipment, supervision, management, and anything else necessary to complete the respective items in place, in full compliance with all requirements set forth in the Contract Documents. All costs, permit fees, profit, overhead, expenses, taxes, and compensation of every kind related to the Work are included in the Contract Amount. No labor, services, materials, supplies, tools, equipment, supervision, management, or anything else required by the Contract Documents for the proper and successful completion of the Work shall be paid for outside of or in addition to the Contract Amount. The Work set forth in the Contract Amount shall be itemized in Contractor's Bid for Unit Price

Contracts. All Work not specifically set forth in Contractor's Bid for Unit Price Contracts as a separate pay item is a subsidiary obligation of Contractor, and all costs, permit fees, profit, overhead, expenses, taxes and compensation of every kind in connection therewith are included in the Contract Amount set forth in Contractor's Bid for Unit Price Contracts.

D. THIS AGREEMENT IS SUBJECT TO THE CITY ORDINANCES, AND PAYMENT SHALL BE LIMITED TO THE AMOUNT OF PARTICULAR APPROPRIATION FOR THE WORK BY THE BOARD OF ALDERMEN. THE TOTAL PAYMENT UNDER THIS AGREEMENT SHALL NOT EXCEED THE APPROPRIATION CONTAINED IN THE APPLICABLE RESOLUTIONS OR ORDINANCES ADOPTED BY THE BOARD OF ALDERMEN AUTHORIZING THE WORK AND CONTRACTOR SHALL NOT SEEK, NOR BE ENTITLED TO, PAYMENT EXCEEDING THIS AMOUNT UNLESS CITY DIRECTS CONTRACTOR TO PERFORM ADDITIONAL WORK IN ACCORDANCE WITH THIS AGREEMENT, AND CITY ENACTS ANOTHER RESOLUTION OR ORDINANCE AUTHORIZING THE AMOUNT CITY AGREES TO PAY UNDER THIS AGREEMENT.

#### **ARTICLE IV PROGRESS OF WORK /SUBMITTALS**

A. COMMENCEMENT OF WORK. The date of beginning and the time for completion of the Work are essential conditions of the Contract Documents. Contractor shall commence performance of the Work on the date indicated in a written notice ("Notice to Proceed") that shall be given by City to Contractor.

B. TIME FOR COMPLETION. Contractor shall achieve Substantial Completion, as defined in Article I hereof, no later than 11/21/2020. The Contractor will proceed with the Work at such rate of progress to ensure Substantial Completion within the contract time. It is expressly understood and agreed, by and between the Contractor and the City, that the contract time to achieve Substantial Completion of the Work described herein is a reasonable time, taking into consideration the average climatic and economic conditions and other factors prevailing in the locality of the Work. No extensions will be granted, except in case of unusual (unseasonable) weather conditions or additional work requested by the City under Change Order. Following Substantial Completion, Contractor shall proceed to complete all uncompleted Work items as promptly as permitted by weather conditions or any other conditions affecting completion of the Work.

C. TIME OF THE ESSENCE. Time is of the essence in the performance of the Work and any other Contractor obligations under the Contract Documents. Contractor shall upon commencement of construction work daily to complete the Work except for Saturdays, Sundays, holidays, and days of inclement weather. This Paragraph does not preclude Contractor from working Saturdays, Sundays, holidays, or days of inclement weather. Contractor shall give the City at least 48 hours notice if intending to work on Saturday, Sunday, holidays or days of impending inclement weather.

D. CONSTRUCTION SCHEDULE. Promptly after the execution of this Agreement, and in any event before commencing performance of the Work, Contractor shall submit to City for approval a construction schedule that specifies the dates on which Contractor plans to begin and complete various parts of the Work, including dates on which information and approvals are required from City. Upon City's written approval of the schedule, Contractor shall comply with it unless directed by City to do

otherwise. Contractor shall update the schedule on a monthly basis or at more frequent appropriate intervals if required by the conditions of the Work and the Project. With each Application for Payment under Article VI of this Agreement, Contractor shall submit an updated, current schedule. Neither the original schedule nor any update shall exceed time limits for the entire Project under the Contract Documents.

E. PHOTOGRAPHS OF PROJECT. The Contractor shall furnish photographs of the Project site in the number, type, and stage as enumerated below. Pictures shall be taken from the same elevation so the building letters.

1. Pre-Construction photos - minimum of 15 digital shots
2. Construction photos of significant changes - minimum of 15 digital shots
3. Post Construction photos - minimum of 15 digital shots

F. DELAY IN PERFORMANCE. In the event the City determines that performance of the Work is not progressing as required by the Contract Documents or that the Work is being unnecessarily delayed or will not be finished within the prescribed time, the City may, in the City's sole discretion and in addition to any other right or remedy City may have, require Contractor, at Contractor's sole cost, to accelerate Contractor's progress. Such acceleration shall continue until the progress of the Work complies with the Contract Documents and clearly indicates that all Work will be completed within the prescribed time.

G. SUSPENSION OF WORK. The City may suspend the Work or any portion thereof for a period of not more than ninety (90) days or such further time as agreed upon by the Contractor, by written notice to the Contractor which shall fix the date on which Work shall be resumed. The Contractor will resume the Work on the date so fixed. The Contractor will be allowed an increase in the contract price or an extension of the contract time, or both, directly attributable to any suspension

H. DRAWINGS AND SPECIFICATIONS. The intent of the drawings and specifications is that the Contractor shall furnish all labor, materials, tools, equipment and transportation necessary for the proper execution of the Work in accordance with the Contract Documents and all incidental Work necessary to complete the Project in an acceptable manner, ready for use, occupancy or operation by the City. In case of conflict between the drawings and specification, the specifications shall govern. Figure dimensions on drawings shall govern over general drawings. Any discrepancies found between the drawings and specifications and site conditions or any inconsistencies or ambiguities in the drawings or specifications shall be immediately reported to the Resident Project Representative in writing, who shall promptly correct such inconsistencies or ambiguities in writing. Work done by the Contractor after discovery of such discrepancies, inconsistencies or ambiguities shall be done at the Contractor's risk.

I. SHOP DRAWINGS. Contractor shall submit to Resident Project Representative for review all shop drawings, samples, product data, and similar submittals required by the Contract Documents. Contractor shall be responsible to City for the accuracy and conformity of its submittals to the Contract Documents. Shop drawings shall bear the Contractor's certification that it has reviewed, checked and approved the shop drawings and that they are in conformance with the requirements of the Contract Documents. Contractor shall prepare and deliver its submittals to City in a manner consistent with the construction schedule and in such time and sequence so as not to delay performance of the Work. Portions of the Work requiring a shop drawing or sample submission shall not begin until the shop drawing or submission has been reviewed by the Resident Project Representative. Review of any

Contractor submittal shall not be deemed to authorize deviations, substitutions, or changes in the requirements of the Contract Documents unless express written approval is obtained from City specifically authorizing such deviation, substitution, or change. When submitted for the Resident Project Representative's review, any shop drawing which substantially deviates from the requirement of the Contract Documents shall be evidenced by a Change Order. If the Contract Documents do not contain submittal requirements pertaining to the Work, Contractor agrees upon request to submit in a timely fashion to City for review by Resident Project Representative any shop drawings, samples, product data, manufacturers' literature, or similar submittals as may reasonably be required by City. Contractor shall perform all Work strictly in accordance with approved submittals. Resident Project Representative's review does not relieve Contractor from responsibility for defective Work resulting from errors or omissions of any kind on the reviewed submittals. A copy of each shop drawing and each sample shall be kept in good order by the Contractor at the site and shall be available to the Resident Project Representative.

J. MATERIALS, SERVICES AND FACILITIES. It is understood that except as otherwise specifically stated in the Contract Documents, the Contractor shall provide and pay for all materials, labor, tools, equipment, water, light, power, transportation, supervision, temporary construction of any nature, and all other services and facilities of any nature whatsoever necessary to execute, complete, and deliver the Work within the specified time. Materials and equipment shall be so stored as to insure the preservation of their quality and fitness for the Work. Stored materials and equipment to be incorporated in the Work shall be located so as to facilitate prompt inspection. Manufactured articles, materials and equipment shall be applied, installed, connected, erected, used, cleaned and conditioned as directed by the manufacturer. Material, supplies and equipment shall be in accordance with samples submitted by the Contractor and approved by the Resident Project Representative. Materials, supplies or equipment to be incorporated into the Work shall not be purchased by the Contractor or by any Subcontractor subject to a chattel mortgage or under a conditional sale contract or other agreement by which an interest is retained by the seller.

K. INSPECTION AND TESTING OF MATERIALS. All materials and equipment used in the construction of the Project shall be subject to adequate inspection and testing in accordance with generally accepted standards, as required and defined in the Contract Documents. The Contractor shall provide at the Contractor's expense the testing and inspection services required by the Contract Documents. The City shall provide all inspection and testing services not required by the Contract Documents. If the Contract Documents, laws, ordinances, rules, regulations or orders of any public authority having jurisdiction require any Work to specifically be inspected, tested or approved by someone other than the Contractor, the Contractor will give the Resident Project Representative timely notice of readiness. The Contractor will then furnish the Resident Project Representative the required certificates of inspection, testing approval. Inspections, tests or approvals by the Resident Project Representative or others shall not relieve the Contractor from the obligation to perform the Work in accordance with the requirements of the Contract Documents. The Resident Project Representative and the City's representatives will at all times have access to the Work. In addition, authorized representatives and agents of any participating Federal or State agency shall be permitted to inspect all Work, materials, payrolls, records or personnel, invoices of materials and other relevant data and records. The Contractor will provide proper facilities for such access and observation of the Work and also for any inspection or testing thereof.

If any Work is covered prior to inspection by the Resident Project Representative it must,

if requested by the Resident Project Representative, be uncovered for the Resident Project Representative's observation and replaced at the Contractor's expense. If the Resident Project Representative considers it necessary or advisable that covered Work be inspected or tested by others, the Contractor, at the Resident Project Representative's request, will uncover, expose or otherwise make available for observation, inspection or testing as the Resident Project Representative may require, that portion of the Work in question, furnishing all necessary labor, materials, tools and equipment.

L. CORRECTION OF WORK. The Contractor shall promptly remove from the Project site all Work rejected by the Resident Project Representative for failure to comply with the Contract Documents, whether incorporated in the construction or not, and the Contractor shall promptly replace and re-execute the Work in accordance with the Contract Documents and without expense to the City and shall bear the expense of making good all work of other contractors destroyed or damaged by such removal or replacement. All removal and replacement Work shall be done at the Contractor's expense. If the Contractor does not take action to remove such rejected Work within ten (10) days after receipt of written notice, the City may remove such Work and store the materials at the expense of the Contractor.

M. SUBSTITUTIONS. Whenever a material, article, or piece of equipment is identified on the drawings and specifications by referenced to brand name or catalog numbers, it shall be understood that this is referenced for the purpose of defining the performance or other salient requirements and that other products of equal capacities, quality and function shall be considered. The Contractor may recommend the substitution of material, article or piece of equipment of equal substance and function for those referred to in the Contract Documents by referenced to brand name or catalog number, if, in the opinion of the City, such material, article or piece of equipment is of equal substance function to that specified, the City may approve, in writing, its substitution and use by the Contractor. Any cost differential shall be deductible from the contract price and in such event the Contract Documents shall be modified by Change Order. The Contractor warrants that if substitutes are approved, no major changes in the function or general design of the Project will result. Incidental changes or extra component parts required to accommodate the substitute will be made by the Contractor without a change in the contract price or contract time.

N. SURVEYS, PERMITS AND REGULATIONS. The Contractor shall carefully preserve bench marks, reference points and stakes and, in case of willful or careless destruction, shall be charged with the resulting expense and shall be responsible for any mistake that may be caused by their unnecessary loss or disturbance.

Permits and licenses of temporary nature necessary for the prosecution of the Work shall be secured and paid for by the Contractor unless otherwise stated in the supplemental general conditions. Permits, licenses and easements for permanent structures or permanent changes in existing facilities shall be secured and paid for by the City, unless otherwise specified. The Contractor shall give all notices and comply with all laws, ordinances, rules and regulations bearing on the conduct of the Work as drawn and specified. If the Contractor observes that the Contract Documents are at variance therewith, the Contractor shall promptly notify the City in writing, and any necessary changes shall be adjusted as provided in Article VII changes in the Work.

O. SUBSURFACE CONDITIONS. The Contractor, before bidding the Project, has the responsibility to become familiar with the Project site and the conditions under which Work will have to be performed during the construction period. The Contractor shall promptly, and before such conditions are disturbed (excepting an emergency), notify the City by written notice of subsurface or

latent physical conditions at the site differing materially from those indicated in the Contract Documents. Contractor shall also be required to notify City of any unknown physical conditions at the site of unusual nature, differing materially from those ordinarily encountered and generally recognized as inherent in work of the character provided for in the Contract Documents at the location of the Project. The City shall investigate the conditions, and if it is found that such conditions do so materially differ and cause an increase or decrease in the cost of, or in the time required for, performance of the Work, the Contract Documents may be modified by Change Order as provided in Article VII. Any claim of the Contractor for adjustment hereinafter shall not be allowed unless the required written notice has been given; provided that the City may, if the City determines the facts so justify consider and adjust any such claims asserted before the date of the final payment.

P. SUPERVISION BY CONTRACTOR. The Contractor will supervise and direct the Work. The Contractor will be solely responsible for the means, methods, techniques, sequences and procedures of construction. The Contractor will employ and maintain on the Work a qualified supervisor or superintendent who shall have been designated in writing by the Contractor or the Contractor's representative at the site. The supervisor shall have full authority to act on behalf of the Contractor and all communications given to the supervisor shall be a binding as if given to the Contractor. The supervisor shall be present on the site at all times as required to perform adequate supervision and coordination of the Work.

## **ARTICLE V CONTRACT DOCUMENTS**

A. The following documents, and any other documents that are attached to, incorporated by reference into, or otherwise included in them, and all Change Orders, are hereby incorporated into this Agreement, and form the entire agreement between City and Contractor, and are referred to as the Contract Documents:

1. INFORMATION FOR BIDDERS
2. BID FOR UNIT PRICE CONTRACTS
3. BID FORM
4. EXPERIENCE QUESTIONNAIRE
5. AFFIDAVIT OF WORK AUTHORIZATION
6. This AGREEMENT BETWEEN CITY OF RIVERSIDE AND CONTRACTOR
7. TIME FOR COMPLETION
8. SCOPE OF WORK
9. TECHNICAL SPECIFICATIONS
10. NOTICE TO PROCEED
11. APPLICATION FOR PAYMENT FORM
12. CHANGE ORDER FORM
13. CERTIFICATE FOR SUBSTANTIAL COMPLETION
14. CONTRACTOR AFFIDAVIT FOR FINAL PAYMENT

15. SUBCONTRACTOR AFFIDAVIT FOR FINAL PAYMENT

16. ENGINEER/CONSULTANT CERTIFICATE for Acceptance & Final Payment

B. Contractor represents that it has examined and become familiar with the Contract Documents in their entirety, that any and all ambiguities, inconsistencies, and conflicts observed by Contractor have been called to City's attention in writing and have been resolved in writing to Contractor's satisfaction. Except for actual conflict between provisions in the Contract Documents, making it impossible for Contractor to comply with all provisions of the Contract Documents, the Contract Documents shall be cumulative, and Contractor shall comply with all provisions of all Contract Documents. In case of actual conflict, Contractor shall notify City of the conflict in writing and then shall comply with such provisions of the Contract Documents as City directs.

**ARTICLE VI  
PAYMENTS**

A. Prior to submitting its first application for payment in accordance with the terms hereof in substantially the form attached hereto as Exhibit H (an "Application for Payment"), Contractor shall provide City with a schedule of values dividing the Work, and the Contract Amount, into workable categories in a form acceptable to City. Each Application for Payment shall be based upon the percentage of actual completion of each category, multiplied by the dollar value of such category.

B. On or about the first day of Contractor's monthly accounting period, Contractor shall submit an Application for Payment to the Resident Project Representative. In addition to the amount of payment requested in the Application for Payment, each Application for Payment shall list the original Contract Amount, the amount Contractor has invoiced City to date, the amount Contractor has received to date, total additions to and deletions from the Contract Amount pursuant to approved Change Orders, and an itemization of any further additions to or deletions from the Contract Amount that Contractor claims. Contractor shall identify each Subcontractor and supplier whom Contractor intends to pay from the requested payment and shall state the amount Contractor intends to pay each such Subcontractor and supplier. An Application for Payment shall not include a request for payment for any portion of the Work that was performed or furnished by a Subcontractor or supplier if Contractor does not intend to pay such Subcontractor or supplier from such payment, nor shall the Application for Payment include a request for payment for any Work performed deemed unsatisfactory by City. Contractor shall include with each Application all supporting documentation as City may require. The City shall, within fifteen (15) days, review and approve such Application for Payment, or return the Application for Payment to the Contractor indicating in writing the reasons for refusing to approve payment. In the latter case, the Contractor may make the necessary corrections and resubmit the Application. Within fifteen (15) days of its receipt of payment from City, Contractor shall pay all Subcontractors and suppliers to whom payment is owed from the amount paid to Contractor.

C. All payments under this Agreement shall be made only upon the approval of Resident Project Representative and Administrator. Resident Project Representative shall review each Application for Payment and certify for payment such amounts as Resident Project Representative determines are due Contractor. From the total amount certified, City shall withhold five percent (5%) as retainage until final completion and acceptance of the Work. The five percent (5%) retainage may be reduced by Change Order if final completion and acceptance of the Work is delayed due to unforeseen circumstances and the Work is usable for its intended purpose by the City. If reduction in the retainage

is approved, the remaining retainage shall be an amount equal to or greater than 200% of the estimated amount necessary to complete the Work.

D. The City Treasurer, upon presentation of an Application for Payment, shall prepare a check for the sum certified to be due (exclusive of retainage), payable out of the funds in the City Treasury available for Contractor under the authorizing Resolution or Ordinance approved by the Board of Aldermen. Payment shall be made to Contractor after the Board of Aldermen review and approve the payment and authorize the Mayor and City Treasurer to sign and deliver the check.

E. Neither Administrator or Resident Project Representative's approval certificate nor payment made to Contractor shall constitute acceptance of any part of the Work. Contractor shall remain obligated to perform all Work in accordance with the Contract Documents.

F. With each Application for Payment, Contractor shall submit a signed certificate of receipt of prior payments and release of claims and rights in connection with prior payments, in a form approved by City. City may, at its option, also require a similar receipt and release of claims and rights from each Subcontractor or supplier performing any Work, prior to making any payment to Contractor. The Subcontractors' and suppliers' receipts and releases shall be in a form approved by City and shall indicate that (except for retainage) all debts for Work performed or materials supplied included on any previous Application for Payment to City from Contractor have been satisfied and that the Subcontractor or supplier waives and releases any and all claims or rights in connection therewith.

G. Contractor shall not be entitled to final payment for the Work until Contractor submits a final Application for Payment, all requirements of the Contract Documents are complied with, and Resident Project Representative issues his or her certificate to that effect. The Engineer's Certificate of Acceptance will be on the form attached hereto as Exhibit N. City, within thirty (30) days after the delivery of Engineer's Certificate of Acceptance, shall pay Contractor all remaining funds which Contractor is due under this Agreement.

H. Acceptance of final payment by Contractor shall release City from all further obligations to Contractor, except as to such amounts, if any, Contractor has identified in its final Application for Payment as claimed by Contractor. All claims not identified in the final Application for Payment are waived. Any payment, however final or otherwise, shall not release the Contractor from any obligations under the Contract Documents.

I. City may withhold final or any other payment to Contractor on any reasonable basis, including but not limited to the following:

1. Unsatisfactory job progress,
2. Defective Work,
3. Failure to make payments to Subcontractors or suppliers,
4. Reasonable evidence that all Work cannot be completed for the unpaid balance of the Contract Amount,
5. Damage by Contractor or Subcontractors or suppliers to property of City or others,

6. Contractor's breach of this Agreement, or
7. Contractor's failure to provide requested documentation.

J. The Contractor shall, at the request of City, furnish satisfactory evidence that all obligations to Subcontractors, laborers, workmen, mechanics, materialmen and furnishers of machinery and parts thereof, equipment, tools and all supplies incurred in the furtherance of the performance of the Work have been paid, discharged or waived. If Contractor does not pay Subcontractors or suppliers for labor and/or material properly provided, City may, but shall not be required to, pay Subcontractors and suppliers directly. Any payments made to Subcontractors and suppliers shall be charged against the Contract Amount. City shall not be liable to Contractor for any such payments made in good faith. This provision shall not confer any right upon any Subcontractor or supplier to seek payment directly from City.

K. Notwithstanding any other provision for payment contained herein, in the event the Missouri Department of Labor and Industrial Relations has determined that a violation of Section 292.675 RSMo has occurred and that a penalty shall be assessed, the City shall withhold and retain all sums and amounts due and owing when making payments to Contractor under this Agreement.

## **ARTICLE VII CHANGES/CLAIMS**

A. City, without invalidating this Agreement, may at any time and without notice to any surety, order additions to, deletions from, or other changes to the Work. Upon receipt of such an order, in writing, Contractor shall proceed as and when directed in the order. Contractor shall not proceed with any addition, deletion, or other change without a written order. No oral direction or order shall constitute authority for Contractor to proceed with any addition, deletion, or other change. If Contractor undertakes any addition, deletion, or other change without a written order from City, Contractor shall not be entitled to any increase in the Contract Amount or the time for performance of the Work, and Contractor shall be solely and completely responsible for the acceptability to City of the addition, deletion, or other change.

B. If a change to the Work causes a net increase or decrease in the cost of Contractor's performance, the Contract Amount shall be increased or decreased as follows:

1. If the Work is covered by unit prices set forth in Contractor's Bid for Unit Price Contracts, by application of such unit prices to the quantities of the items involved; or
2. If the Work involved is not covered by unit prices set forth in Contractor's Bid for Unit Price Contracts, by a lump sum as to which Contractor and City mutually agree prior to the commencement of performance of the change.

C. If a change to the Work causes an increase or decrease in the time required for Contractor's performance, an equitable adjustment to the time for performance shall be made.

D. A change in the Contract Amount or the time for performance of the Work shall be accomplished only by written Change Order, which shall state the increase or decrease, if any, in the Contract Amount or the time for performance. No course of conduct or dealings between the parties, nor

express or implied acceptance of alterations or additions to the Work, and no claim that City has been unjustly enriched by any alteration or addition to the Work, whether or not there is, in fact, any such enrichment, shall be the basis of any claim to an increase in any amounts due under the Contract Documents or a change in the time for performance of the Work.

E. Agreement on any Change Order shall constitute a final settlement of all matters relating to the change in the Work that is the subject of the Change Order, including but not limited to all direct and indirect costs associated with such change and any and all adjustments to the Contract Amount and time for performance of the Work.

F. If Contractor is delayed or interfered with at any time in the commencement or prosecution of the Work by an act or neglect of City, an employee, officer, or agent of City, or an architect or engineer or separate contractor engaged by or on behalf of City, or by changes ordered in the Work, an act of God, fire, or other cause over which Contractor has no control and that Contractor could not reasonably anticipate, the time for performance of the Work shall be equitably extended, provided that Contractor gives notice as provided for in Paragraph G below.

G. Any claim by Contractor for additional time or money for the performance of the Work, including but not limited to any claim based on or arising out of an addition to, deletion from, or other change to the Work and/or delay to or interference with commencement or prosecution of any of the Work, shall be submitted to City's designated representative within five (5) working days of the beginning of the event for which the claim is made or on which it is based. If any claim is not submitted within the five-day period, it shall be deemed waived.

H. No change or claim, nor any delay or dispute concerning the determination of any increase or decrease in the amount of time and money for the performance of the Work, shall excuse Contractor from proceeding with prosecution of the Work, including any Work as changed.

## **ARTICLE VIII INSURANCE**

A. Contractor shall, at all times during the performance of any of the Work, maintain not less than the following insurance coverages and amounts:

1. **COMMERCIAL GENERAL LIABILITY** - Contractor shall provide coverage for Contractor, City, its employees, officers, and agents, and any architects, engineers, or other design professionals engaged by or on behalf of City against claims for damage to property and/or illness of, injury to, or death of any person or persons related to or arising out of the Work. Such coverage shall name the City, together with its employees and officers, as an additional insured and have not less than the following limits:
  - a. Each occurrence \$3,000,000.00
  - b. General aggregate \$3,000,000.00
  - c. Products/completed operations aggregate \$3,000,000.00

d. The following coverage shall be included:

- Blanket contractual liability
- Products/completed operations
- Personal/advertising injury
- Broad form property damage
- Independent contractors
- Explosion, Collapse, and Underground Damage

2. OWNERS PROTECTIVE LIABILITY – Contractor shall purchase, maintain and deliver to the City for operations of the Contractor of any Subcontractor in connection with execution of the agreement Owner’s Protective Liability insurance in the same minimum amounts as required for Commercial General Liability Insurance above.

3. AUTOMOBILE LIABILITY - Contractor shall provide coverage for Contractor, City, its employees, officers, and agents, and any architects, engineers, or other design professionals engaged by or on behalf of City against claims for bodily injury and/or property damage arising out of the ownership or use of any owned, hired, and/or non-owned vehicle and shall include protection for any auto, or all owned autos, hired autos, and non-owned autos. The coverage shall have not less than a combined single limit of \$3,000,000.00 for each accident.

4. WORKERS’ COMPENSATION AND EMPLOYER’S LIABILITY - This insurance shall protect Contractor against all claims under applicable state workers’ compensation laws. Contractor also shall be protected through employer’s liability coverage against claims for injury, disease, or death of employees which, for any reason, may not fall within the provisions of a workers’ compensation law. The limits shall not be less than the following:

- |    |                             |                            |
|----|-----------------------------|----------------------------|
| a. | Workers’ Compensation       | Statutory                  |
| b. | Employer’s Liability:       |                            |
|    | • Bodily injury by accident | \$1,000,000.00             |
|    | • Bodily injury by disease  | \$500,000.00 each employee |

B. All insurance shall be written by an insurer or insurers acceptable to City and with a minimum financial rating not lower than “A-” in Best’s Insurance Guide, latest edition. All insurance shall be written on an occurrence basis, and all aggregate limits shall apply in total to the Work only. Each policy providing general liability coverage or automobile liability coverage (including any umbrella or excess policy that provides any required general or automobile liability coverage) shall provide contractual liability coverage for all indemnity obligations of Contractor under the Contract Documents. Each policy providing general liability or automobile liability coverage (including any umbrella or excess policy that provides any required general or automobile liability coverage) shall, in form satisfactory to City, (1) name as additional insureds City, its employees, officers, and agents, and any architects, engineers, or other design professionals engaged by or on behalf of City, and (2) provide that it is primary to any other insurance maintained by any additional insured, which other insurance

shall be excess or contingent. The insurance provided to the additional insureds shall apply, without limitation, to injury or damage caused by Work included in the products/completed operations hazard.

C. Contractor shall maintain the products and completed operations coverage for not less than one (1) year after the date of final acceptance by City of all of Contractor's Work.

D. Contractor shall obtain property insurance upon the entire Work for the full cost of replacement at the time of loss. This insurance shall list as named insureds City, Contractor, Subcontractors, and suppliers. This insurance shall be written as a Builder's Risk/Installation Floater "all risk" or equivalent form to cover all risks of physical loss except those specifically excluded by the policy and shall insure at least against the perils of fire, lightning, explosion, wind storm, hail, smoke, aircraft and vehicles, riot and civil commotion, theft, vandalism, malicious mischief, debris removal, flood, earthquake, earth movement, water damage, wind, testing, and collapse. This insurance shall, without limitation, insure portions of the Work stored on or off the Project site or in transit, when at the risk of City, Contractor, or a Subcontractor or supplier. Contractor shall be solely responsible for any deductible amounts. This insurance shall remain in effect until final payment has been made to Contractor or until no person or entity other than City has an insurable interest in the property to be covered by this insurance, whichever is sooner. City and Contractor waive all rights against each other and their respective employees, agents, contractors, Subcontractors, and suppliers for damages caused by risks covered by the property insurance provided for in this Paragraph, except such rights as they may have to the proceeds of the insurance.

E. All policies and certificates of insurance shall provide no less than thirty (30) days' prior written notice to City in the event of cancellation, expiration, non-renewal, alteration, or reduction (including but not limited to reduction by paid claims) of coverage or limits contained in the policy or evidenced by the certificate of insurance. Contractor shall furnish City a certificate or certificates and copies of policies, all satisfactory to City, evidencing that Contractor has all the required insurance and is in compliance with this Article. The certificate or certificates and copies of policies shall be delivered to City's designated representative not less than seven (7) days before Contractor first performs any of the Work. All policies except Workers' Compensation and Employer's Liability shall contain a waiver of subrogation in favor of City, its employees, officers, and agents, and architects, engineers, or other design professionals engaged by or on behalf of City.

F. Contractor also shall maintain any additional insurance coverages and any higher limits provided for elsewhere in the Contract Documents and shall furnish City any additional insurance documentation provided for elsewhere in the Contract Documents.

G. If any part of the Work is subcontracted, each Subcontractor, or Contractor on behalf of the Subcontractor, shall maintain liability and worker's compensation insurance coverages and amounts satisfying all the requirements of this Article. Certificates and copies of policies, satisfactory to City, evidencing the required insurance and compliance with this Article shall be delivered to City's designated representative not less than seven (7) days before the Subcontractor first performs any of the Work.

H. If Contractor is a transient employer as defined in Section 285.230 RSMo, Contractor must post in a prominent and easily accessible place at the Work site a clearly legible copy of the following: (1) the notice of registration for employer withholding issued to such transient employer by the Director

of Revenue; (2) proof of coverage for workers' compensation insurance or self-insurance signed by the transient employer and verified by the Department of Revenue through the records of the Division of Workers' Compensation; and (3) the notice of registration for unemployment insurance issued to such transient employer by the Division of Employment Security. Any transient employer failing to comply with these requirements shall, under Section 285.234 RSMo be liable for a penalty of \$500 per day until the notice required by this Paragraph are posted as required by law.

## **ARTICLE IX INDEMNITY**

A. To the fullest extent permitted by law, Contractor shall defend, indemnify, and hold harmless City, its employees, officers, and agents, and any architects, engineers, or other design professionals engaged by or on behalf of City, from and against claims, damages, losses, and expenses, including but not limited to attorney's fees, arising out of or resulting from the performance of the Work, provided that such claim, damage, loss, or expenses is attributable to bodily injury, sickness, disease, or death or to injury to or destruction of tangible property (other than the Work itself), but only to the extent caused or allegedly caused by the negligent or willful acts or omissions of Contractor, a Subcontractor or supplier, or anyone directly or indirectly employed by them, or anyone for whose acts they may be liable, regardless of whether such claim, damage, loss, or expense is caused in part by a party indemnified hereunder. This obligation is not intended to, and shall not, negate, abridge, or reduce other rights or obligations of indemnity that would otherwise exist as to a party or person as set forth in this Agreement.

B. In claims against any person or entity indemnified herein by an employee of Contractor, a Subcontractor or supplier, or anyone directly or indirectly employed by them or for whose acts they may be liable, the indemnification obligation shall not be limited by a limitation on the amount or type of damages, compensation, or benefits payable by or for Contractor or a Subcontractor or supplier under workers' compensation acts, disability benefit acts, or other employee benefit acts.

## **ARTICLE X PATENT LIABILITY**

Contractor agrees to defend, indemnify, and hold harmless City, its officers, employees and agents from and against any claim, action or suit that may be brought against them for Contractor's infringement of any Letters Patent in the performance of this Agreement or any breach or violation of trademark or proprietary or trade secret rights of others, as well as against any judgments, decrees, damages, costs and expenses sought, adjudicated, or recovered against any of them, on account of any such actual or alleged infringement.

## **ARTICLE XI COVENANT AGAINST LOBBYING AND UNDUE INFLUENCE**

A. Contractor represents and warrants that it has not employed or retained any company or person, other than a bona fide employee working for Contractor, to solicit or secure this Agreement, and that it has not paid or agreed to pay any company or person, other than a bona fide employee, any fee, commission, percentage, brokerage fee, gift, or any other consideration contingent upon or resulting from the award or making of this Agreement. For breach or violation of this warranty, City shall have the right to void this Agreement without liability and, in its discretion, to deduct from the Contract

Amount, or otherwise recover, the full amount of such fee, commission, percentage, brokerage fee, gift, or contingent fee.

B. Contractor represents and warrants that no payments have been or shall be made, directly or indirectly, by or on behalf of Contractor to or for the benefit of any officer, employee, or agent of City who may reasonably be expected to influence the decision to requisition issue or take any action with respect to this Agreement. Contractor shall allow a mutually agreeable nationally recognized certified public accounting firm to examine, at City's expense, such of Contractor's books and records as may be necessary, in the accountant's reasonable opinion, to verify Contractor's compliance with this Article.

C. No official of the City who is authorized in such capacity and on behalf of the City to negotiate, make, accept, or approve, or to take part in negotiating, making, accepting, or approving any architectural, engineering, inspection, construction, or material supply contract or any subcontract in connection with the construction of the Project, shall become directly or indirectly interested personally in this Agreement or in any part hereof. No officer, employee, architect, attorney, engineer, or inspector of or for the City who is authorized in such capacity and on behalf of the City to exercise any legislative, executive, supervisory, or other similar functions in connection with the construction of the Project, shall become directly or indirectly interested personally in this Agreement or in any part thereof, any material supply contract, subcontract, insurance contract, or any other contract pertaining to the Project.

## **ARTICLE XII RECORDS REGARDING PAYMENT**

For a period of at least two (2) years after final payment to Contractor, Contractor shall maintain, in accordance with generally accepted accounting principles, such records as are necessary to substantiate that all Applications for Payment hereunder were valid and properly chargeable to City. For lump sum contract Work, the records shall demonstrate that the City was billed at appropriate times for proper percentages of completion and for payments to Subcontractors and suppliers. For any Work, including extra Work, not charged on a lump sum basis, the records to be maintained hereunder include but are not limited to all contracts, subcontracts, material bills, correspondence, accounting records, time sheets, payroll records, canceled checks, orders, and invoices pertaining to City's account. City or its representative shall, upon reasonable prior notice to Contractor, be given the opportunity to audit these records at any time during normal business hours to verify the accuracy of Contractor's invoices and charges.

## **ARTICLE XIII NOTICES**

A. The following persons are designated by the respective parties to act on behalf of such party and to receive all written notices and Applications for Payment:

If to the City:

Travis Hoover  
2950 NW Vivion Rd.  
City of Riverside, MO  
Riverside, MO 64150

If to the Contractor:

Name: Dustan Fankhouser  
Title: Owner  
Street Address: 1100 McAlpine Ave  
City, State Zip: Kansas City, KS 66105

B. Any notice required by the Contract Documents to be given in writing or that either City or Contractor wishes to give to the other in writing shall be signed by or on behalf of the party giving notice. The notice shall be deemed to have been completed when sent by certified or registered mail to the other party at the address set forth herein, or delivered in person to said party or their authorized representative.

C. Contractor's designated representative shall be available to meet with City at any time during the performance of the Work and shall have full authority to act on Contractor's behalf on any matter related to this Agreement and/or the Work.

#### **ARTICLE XIV DEFAULT AND TERMINATION**

A. If Contractor fails to comply, becomes unable to comply, or with reasonable probability (as determined solely by City) will become unable to comply with any of Contractor's obligations under the Contract Documents, including but not limited to (1) failure at any time to furnish sufficient labor or supervision, sufficient materials or services (including but not limited to insurance) complying with the Contract Documents, or sufficient or properly operating tools, equipment, or other items necessary for the performance of the Work, (2) failure in any respect to prosecute the Work with promptness and diligence, (3) causing any stoppage of, delay in, or interference with any work of City or any others on the Project, (4) abandonment by Contractor of all or any part of the Work, or (5) bankruptcy, insolvency or general assignment for the benefit of creditors by Contractor, Contractor shall be in default, and if the default is not corrected to City's satisfaction within seventy-two (72) hours of delivery of a written notice to Contractor to correct such default, City may, in addition to any other right or remedy City may have, terminate the services of the Contractor and take possession of the Project and of all materials, equipment, tools, construction equipment and machinery thereon owned by the Contractor and finish the Work by whatever method the City may deem expedient to correct the default, at Contractor's expense. In such case the Contractor shall not be entitled to receive any further payment until the Work is finished. If such costs exceed the unpaid balance due to Contractor, the Contractor will pay the difference to the City.

B. If City exercises its right to take over and complete any part or all of the Work, City and its designees shall have access to and may take possession of Contractor's materials, tools, equipment, and other items at the Project site, en route to the site, or in storage or being manufactured or fabricated away from the site, as may be necessary to prosecute the Work taken over by City, and may employ Contractor's employees or former employees, all without any liability to Contractor.

C. Contractor shall be liable for and shall pay to City all costs and expenses of whatsoever nature incurred by City as a result of any default by Contractor, including but not limited to the cost of labor, supervision, materials, tools, equipment, services, overhead, travel, and legal and accounting fees. Contractor also shall be liable for and shall pay to City all charges, liabilities, fines, penalties, losses, damages, and claims sustained by or assessed against City as a result of any delay or disruption resulting from any default by Contractor. The total amount of such costs, expenses, charges, liabilities, fines, penalties, losses, damages, and claims may be deducted by City from the amount, if any, otherwise due

Contractor, and Contractor shall pay City the full amount of any excess of such total over the amount otherwise due Contractor.

D. No right or remedy conferred upon or reserved to City by the Contract Documents is exclusive of any other right or remedy provided or permitted in the Contract Documents or by law or equity, but each right or remedy is cumulative of every other right or remedy, and every right or remedy may be enforced concurrently or from time to time. No exercise by City of any right or remedy shall relieve Contractor from full and absolute responsibility for all of Contractor's obligations under the Contract Documents.

E. No failure or delay of City to give notice to correct any default of Contractor or to exercise any of City's rights or remedies shall waive or excuse the default, and City shall remain free to pursue all rights and remedies. No failure of City to insist, in any one or more instances, upon the performance of any of Contractor's obligations under the Contract Documents shall be deemed or construed as a waiver or relinquishment of City's right to insist upon strict performance of the obligation in any future instance.

F. If through no act or fault of the Contractor, the Work is suspended for a period of more than ninety (90) days by the City or under an order of court or other public authority, or the City fails to act on any request for payment within thirty (30) days after it is submitted, or the City fails to pay the Contractor substantially the sum approved by the Resident Project Representative and Administrator, then the Contractor may after ten (10) days from delivery of written notice to the City terminate the Agreement and recover from the City payment for all Work executed.

G. The City, without terminating the service of the Contractor or written notice to the Surety, through the Administrator may withhold, without prejudice to the rights of the City under the terms of the Agreement, or on account of subsequently discovered evidence, nullify the whole or part of any approved partial payment estimate to such extent as may be necessary to protect the City from loss on account of (1) defective Work not remedied, (2) claims filed or reasonable evidence indicating probable filing of claims, (3) failure of Contractor to make payments properly to Subcontractors or for material or labor, (4) a reasonable doubt that the Work can be completed for the balance then unpaid, (5) damages to another contractor, or (6) performance of Work in violation of the terms of the Contract Documents.

## **ARTICLE XV TERMINATION FOR CONVENIENCE**

Notwithstanding anything contained herein to the contrary, City may, at any time, for any reason, and without Contractor's being in default, terminate Contractor's performance of any part or all of the Work for City's own convenience by giving written notice to Contractor. Upon receipt of notice of termination for City's convenience, Contractor shall, to the extent directed by City, stop Work and turn over to City or City's designee materials and equipment purchased for the Work. City shall pay Contractor, in accordance with the Contract Documents, for only so much of the Work as is actually performed as of the termination for convenience. City shall not be obligated to Contractor for any further payment, including but not limited to prospective overhead or profit on unperformed Work. If a termination by City of Contractor's right to proceed on the ground of default by Contractor is determined later to have been improper, the termination automatically shall be converted to a termination for City's

convenience, and City's obligation to Contractor shall be limited to payment to Contractor as provided in this Article.

## **ARTICLE XVI COMPLIANCE WITH LAWS**

A. Contractor shall comply strictly with all federal, state, and local laws, ordinances, rules, regulations, orders, and the like applicable to the Work, including, but not limited to any applicable prevailing wage and prompt payment laws and all U.S. Army Corps of Engineers guidelines, rules, regulations, and criteria for Work within or adjacent to a flood control project area. Contractor shall secure all permits from public and private sources necessary for the fulfillment of Contractor's obligations under the Contract Documents.

B. With each Application for Payment submitted by Contractor to City, Contractor shall include (a) a signed statement, in form acceptable to City, showing, for each weekly payroll period that ended during the period covered by the Application for Payment, the name, address, social security number, occupation, and craft of each worker employed by Contractor in connection with the Work and, for each such worker, the number of hours worked each day, the total hours worked during the payroll period, the gross amount earned, an itemization of all deductions, and the net wages paid and (b) a corresponding statement from each Subcontractor of any tier that employed any workers in connection with the Work during the period covered by the Application for Payment.

C. This Agreement shall be governed by and construed in accordance with the laws of the State of Missouri.

## **ARTICLE XVII LABOR STANDARDS PROVISIONS**

A. **EXCESSIVE UNEMPLOYMENT.** During periods of excessive unemployment (any month immediately following two consecutive calendar months during which the level of unemployment in the state has exceeded five percent (5%) as measured by the United States Bureau of Labor Statistics) only Missouri laborers (persons who have resided in Missouri for at least thirty days and intend to become or remain Missouri residents) and laborers from non-restrictive states (persons who are residents of a state which has not enacted state laws restricting Missouri laborers from working on public works projects in that state, as determined by the Labor and Industrial Relations Commission), may be employed under the contract, except that other laborers may be used when Missouri laborers or laborers from nonrestrictive states are not available, or are incapable of performing the particular type of work involved, if so certified by the Contractor and approved by the City.

B. **UNDERPAYMENT OF WAGES.** In case of underpayment of wages by the Contractor or by any Subcontractors to laborers or mechanics employed by the Contractor or Subcontractor upon the Work covered by this Agreement, the City, in addition to such other rights as may be afforded it under this Agreement shall withhold from the Contractor, out of any payments due the Contractor, so much thereof as the City may consider necessary to pay such laborers or mechanics the full amount of wages required by this Agreement. The amount so withheld may be disbursed by the City, for and on account of the Contractor or the Subcontractor (as may be appropriate), to the respective laborers or mechanics

to whom the same is due or on their behalf to plans, funds, or programs for any type of fringe benefit prescribed in the applicable wage determination.

C. LIMITATIONS ON EMPLOYMENT. No person under the age of sixteen (16) years and no person who, at the time, is serving sentence in a penal or correctional institution shall be employed on the Work covered by this Agreement.

### **ARTICLE XVIII EQUAL EMPLOYMENT OPPORTUNITY**

The Contractor will not discriminate against any employee or applicant for employment because of race, color, religion, sex, or national origin. The Contractor will take affirmative action to ensure that applicants and employees are treated during employment, without regard to their race, color, religion, sex, or national origin. 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.

### **ARTICLE XIX SUBCONTRACTS, ASSIGNMENT, OR TRANSFER**

A. Except with the prior written consent of City, Contractor shall not assign this Agreement or any money due or to become due Contractor or issue a subcontract or purchase order to any person or entity for any or all of the Work. City's consent to any assignment, subcontract, or purchase order shall not relieve Contractor from any obligation under the Contract Documents, nor shall it create any obligation from City to any assignee, Subcontractor, or vendor.

B. Each subcontract or purchase order issued by Contractor for any of the Work shall be in writing and shall provide that City is an intended third-party beneficiary of the subcontract or purchase order.

C. The Contractor shall be fully responsible to the City for the acts and omissions of its Subcontractors, and of person either directly or indirectly employed by them, as the Contractor is for the acts and omissions of person directly employed by it.

D. The Contractor shall cause appropriate provisions to be inserted in all subcontracts relative to the Work to bind Subcontractors to the Contractor by the terms of the Contract Documents insofar as applicable to the Work of Subcontractors and give the Contractor the same power as regards terminating any Subcontract that the City may exercise over the Contractor under any provision of the Contract Documents. Nothing contained in this Agreement shall create any contractual relation between any Subcontractor and the City.

E. Each subcontract or purchase order issued by Contractor for any of the Work shall provide that it is freely assignable by Contractor to City. Contractor hereby assigns to City all its interest in any present or future subcontract or purchase order issued by Contractor for any or all of the Work. This assignment shall be effective upon acceptance by City in writing and only as to the specific subcontract(s) and/or purchase order(s) that City designates in the writing. This assignment may be

accepted by City at any time, whether before or after final payment to Contractor, and may not be withdrawn by Contractor without City's written consent.

## **ARTICLE XX SEPARATE CONTRACTS**

A. The City reserves the right enter into other contracts in connection with the Project. The Contractor shall afford other contractors reasonable opportunity for the introduction and storage of their materials and the execution of their Work, and shall properly connect and coordinate the work with theirs. If the proper execution or results of any part of the Contractor's Work depends upon the work of any other contractor, the Contractor shall inspect and promptly report to the Administrator any defects in such work that render it unsuitable for such proper execution and results.

B. The City may perform additional work related to the Project or the City may enter into other contracts containing provisions similar to these. The Contractor will afford the other contractors who are parties to such contracts (or the City, if the City is performing the additional work) reasonable opportunity for the introduction and storage of materials and equipment and the execution of work, and shall properly connect and coordinate the Work with theirs.

C. If the performance of additional work by other contractors or the City is not noted in the Contract Documents prior to the execution of the contract, written notice thereof shall be given to the Contractor prior to starting any such addition work. If the Contractor believes that the performance of such additional work by the City or others involves it in additional expense or entitles it to any extension of the contract time the Contractor may make a claim thereof as provided in Article VII.

## **ARTICLE XXI ACCESS TO SITE/CLEANING UP**

A. Contractor shall ensure that the Work, at all times, is performed in a manner that affords reasonable access, both vehicular and pedestrian, around the site of the Work and all adjacent areas.

B. Representatives of City may inspect or review any Work performed by Contractor, and consult with Contractor, at any time. City's inspections or reviews shall not constitute acceptance or approval of Work unless specifically stated in writing. Contractor shall meet with City at the request of City.

C. Contractor shall at all times, during performance of the Work, keep the Project site clean and free from debris resulting from the Work. Prior to discontinuing Work in an area, Contractor shall clean the area and remove all rubbish and its construction equipment, tools, machinery, waste, and surplus materials. Contractor shall make provisions to minimize and confine dust and debris resulting from construction activities. If Contractor fails to comply with cleanup duties within twenty-four (24) hours after written notification from City of non-compliance, City may implement cleanup measures without further notice and deduct the cost from any amounts due or to become due Contractor.

**ARTICLE XXII  
COMPETENCE**

Contractor represents and warrants that it maintains all necessary licenses, registration, competence, and experience to perform all the Work.

**ARTICLE XXIII  
WARRANTY**

A. Contractor shall exercise high professional skill, care, and diligence in the performance of the Work, and shall carry out its responsibilities in accordance with customarily accepted good professional practices. The Contractor shall guarantee all materials and equipment furnished and Work performed for a period of one (1) year from the date of completion and acceptance of the Work. The Contractor warrants and guarantees for one (1) year from the date of completion and acceptance of the Work that the completed Work is free from all defects due to faulty materials or workmanship. The date of completion for all scopes of work shall be the last date of acceptance of all Work in this Agreement. Contractor shall promptly make such corrections as may be necessary be reason of such defects including the repair of any other damages that were caused by defects in the Work, at its own expense. The City will give notice of observed defects with reasonable promptness. In the event that the Contractor fails to make such repairs, adjustments or other Work that may be necessary by such defects, the City may do so and charge the Contractor the cost thereby incurred. In emergency where, in the judgment of the City, delay would cause serious loss or damage, repairs and replacement of defects in the Work and damage caused by defects may be made without notice being sent to the Contractor, and the Contractor shall pay the cost thereof. Neither final payment, Engineer's Final Certificate, nor any other provision in the Contract Documents shall affect Contractor's obligation to complete the Work free of defects in workmanship and material.

B. Contractor shall remain solely responsible for the performance of the Work as required by the Contract Documents, notwithstanding any suggestions or observations made by another person or entity with respect to the Work.

C. This Article does not establish a period of limitation with respect to any obligation of Contractor under the Contract Documents, and does not limit the time allowed by law for any action for breach of such obligation.

**ARTICLE XXIV  
STORAGE OF MATERIALS AND EQUIPMENT**

The Contractor shall provide at its own expense and without liability to the City any additional land and access thereto that the Contractor may desire for temporary construction facilities, or for storage of materials. Only materials and equipment that are to be used directly in the Work shall be brought to and stored at the Project site by Contractor. After equipment is no longer required for the Work, it shall be promptly removed from the Project site. Protection of construction materials and equipment stored at the Project site from weather, theft, and all other casualty or damage is solely the responsibility of Contractor.

**ARTICLE XXV  
TAXES**

A Missouri Sales Tax Project Exemption Certificate (Missouri Department of Revenue Form 5060) will be provided by the City for the purchase of any materials or personal property incorporated into or consumed in the Project, pursuant to RSMo 144.062. The Contractor will pay all other sales, consumer, use and other similar taxes required by the State of Missouri or other taxing jurisdiction.

**ARTICLE XXVI  
SAFETY**

A. Contractor shall be responsible for initiating, maintaining, and supervising all safety precautions and programs in connection with performance of the Work and shall take reasonable precautions for the safety of, and shall provide reasonable protection to prevent damage, injury, or loss to (1) employees and other persons at the Project site or who may be affected by the Work, (2) materials and equipment stored at on-site or off-site locations for use in performance of the Work, and (3) other property at the Project site or in its vicinity, such as trees, shrubs, lawns, walks, pavements, roadways, structures, and utilities not designated for removal, relocation, or replacement in the course of construction.

B. Contractor shall give notices required by and comply strictly with applicable laws, ordinances, rules, regulations, orders, and the like bearing on safety of persons or property or their protection from damage, injury, or loss. The Contractor will erect and maintain, as required by the conditions and progress of the Work, all necessary safeguards for safety and protections. The Contractor will notify owners of adjacent utilities when prosecution of the Work may affect them. The Contractor will remedy all damage, injury or loss to any property caused directly or indirectly, in whole or part, by the Contractor, any Subcontractor or anyone directly or indirectly employed by any of them or anyone whose acts any of them may be liable.

C. The Contractor shall exercise proper precaution at all times for the protection of persons and property and shall be responsible for all damages to persons or property, either on or off the site, which occur as a result of its prosecution of the Work. The safety provisions of applicable laws and building and construction codes shall be observed and the Contractor shall take or cause to be taken, such additional safety and health measures as the City may determine to be reasonably necessary.

D. Pursuant to Section 292.675 RSMo, Contractor shall provide a ten (10) hour Occupational Safety and Health Administration (OSHA) construction safety program for all employees who will be on-site at the Project. The construction safety program shall include a course in construction safety and health that is approved by OSHA or a similar program approved by the Missouri Department of Labor and Industrial Relations which is at least as stringent as an approved OSHA program as required by Section 292.675 RSMo. Contractor shall require its on-site employees to complete a construction safety program within sixty (60) days after the date Work on the Project commences. Contractor acknowledges and agrees that any of Contractor's employees found on the Project site without documentation of the successful completion of a construction safety program shall be required to produce such documentation within twenty (20) days, or will be subject to removal from the Project. Contractor shall require all of its Subcontractors to comply with the requirements of this Paragraph and Section 292.675 RSMo.

E. Contractor shall forfeit to the City as a penalty two thousand five hundred dollars (\$2,500.00), plus one hundred dollars (\$100.00) for each on-site employee employed by Contractor or its Subcontractor, for each calendar day, or portion thereof, such on-site employee is employed without the construction safety training required herein. The penalty described in this Paragraph shall not begin to accrue until the time periods herein have elapsed. Violations of this requirement and imposition of the penalty described in this Paragraph shall be investigated and determined by the Missouri Department of Labor and Industrial Relations.

F. If City deems any part of the Work or the Project site unsafe, City, without assuming responsibility for Contractor's safety program, may require Contractor to stop performance of the Work or take corrective measures satisfactory to City, or both. If Contractor does not adopt corrective measures, City may perform them or have them performed and deduct their cost from the Contract Amount. Contractor shall make no claim for damages, for an increase in the Contract Amount, or for a change in the time for performance of the Work based on Contractor's compliance with City's reasonable request.

#### **ARTICLE XXVII AUTHORIZED EMPLOYEES**

Contractor 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. Contractor therefore covenants that it is not knowingly 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 Work on the Project, and that its employees are lawfully eligible to work in the United States.

#### **ARTICLE XXVIII INDEPENDENT CONTRACTOR**

Contractor is an independent contractor, and neither Contractor or any Subcontractors, suppliers, employees, or agents shall be deemed an employee or agent of City for any purpose.

#### **ARTICLE XXIX CONFLICT**

Contractor shall promptly upon discovery notify City of any conflict, ambiguity or inconsistency in the Contract Documents, or between any Contract Document and actual field conditions, and City shall resolve such conflict, ambiguity or inconsistency in its sole discretion.

#### **ARTICLE XXX RESERVED ARTICLE XXXI SEVERABILITY**

Should any specific provision of this Agreement or other Contract Documents be found to be unenforceable, the remaining provisions shall remain in full force and effect.

**ARTICLE XXXII  
NO PRESUMPTION AGAINST THE DRAFTER**

No presumption or inference against the City shall be made because of the City's preparation of this Agreement or other Contract Documents.

**ARTICLE XXXIII  
DISPUTES/ATTORNEY FEES**

A. If a dispute arises out of or relates to this Agreement or other Contract Documents, or the breach thereof, and if the dispute cannot be resolved through negotiation, City and Contractor shall first try in good faith to resolve the dispute by mediation before resorting to litigation. Unless City and Contractor agree otherwise, the mediation shall be administered by the American Arbitration Association under its Construction Industry Mediation Rules.

B. In the event of litigation between Contractor and City concerning the Project or this Agreement or other Contract Documents, the prevailing party shall be entitled to recover from the other party its reasonable attorney fees, costs, and expenses arising from such litigation.

**ARTICLE XXXIV  
TITLES**

The titles given to the Articles in this Agreement are for ease of reference only and shall not be relied upon or cited for any other purpose. Specifically, but without limitation, the titles shall not define or limit any of the provisions of any of the Articles.

**ARTICLE XXXV  
PROVISIONS REQUIRED BY LAW DEEMED INSERTED**

Each and every provision of law and clause required by law to be inserted in this Agreement shall be deemed to be inserted herein and this Agreement shall be read and enforced as though it were included herein, and if through mistake or otherwise any such provision is not inserted, or is not correctly inserted, then upon the application of either party this Agreement shall forthwith be physically amended to make such insertion or correction. All such laws, orders and regulations are applicable to this Project and are made a part hereof by reference.

**ARTICLE XXXVI  
ENTIRE AGREEMENT**

This Agreement and the other Contract Documents constitute the entire agreement between the parties with respect to their subject matter. Any prior agreements, understandings, or other matters, whether oral or written, are of no further force or effect. Subject to Article VII of this Agreement, this Agreement and any other Contract Document may be amended, changed, or supplemented only by written agreement executed by both of the parties.

THIS AGREEMENT shall be binding on the parties only after it has been duly executed by City and Contractor.

[THE REMAINDER OF THIS PAGE INTENTIONALLY LEFT BLANK]

IN WITNESS WHEREOF, the parties have caused this Agreement to be executed by their authorized representatives.

**SIGNED BY:**

*CITY PURCHASING AGENT:*

By: \_\_\_\_\_  
Brian E. Koral  
City Administrator

*CITY OF RIVERSIDE:*

By: \_\_\_\_\_  
Kathleen L. Rose, Mayor

ATTEST:

\_\_\_\_\_  
Robin Kincaid, City Clerk

*CONTRACTOR:*

\_\_\_\_\_

By: \_\_\_\_\_  
(Signature)

Printed Name: \_\_\_\_\_

Title: \_\_\_\_\_

ATTEST:

\_\_\_\_\_

SECRETARY, \_\_\_\_\_  
(Name Printed)

**EXHIBIT A**

**RESERVED**

**EXHIBIT B**

**RESERVED**

**EXHIBIT C**

**RESERVED**

**EXHIBIT D**  
**Time for Completion**

**2020 BACKLIT LETTERING PROJECT (Project No. 409-020)**

Time for Completion: 11/21/2020 or 45 Calendar Days from Notice to Proceed

## **EXHIBIT E**

### **SCOPE OF WORK for**

### **2020 BACKLIT LETTERING PROJECT (Project No. 409-020)**

Contractor shall perform the following Work as more fully set forth in the Contract Documents:

All Work necessary to construct the 2020 BACKLIT LETTERING as shown on and in accordance with the Technical Specifications and/or Drawings referred to in Exhibit F to the Agreement. The Work in the Project shall include but is not limited to the following:

- Demolition and Site Preparation
- Construction Layout
- Backlit Letter Provision and Installation
- Provision of lighting and power supply
- Connection to existing power, provided by the City

Contractor to provide all necessary equipment, labor, and material necessary to perform the Project construction and related work as shown in the Contract Documents. The Work includes, but is not limited to, the following:

1. Schedule and Coordinate all necessary inspections.
2. Contractor shall coordinate with all utilities as needed prior to the work starting.
3. Include all layout required for the performance of this work.
4. Provide digital photographs of the preconstruction, construction, and post construction site (see Article IV Progress of Work / Submittals (F) for specifics)
5. Provide all weather provisions to meet the schedule set forth in the contract documents.
6. Provide clean up associated with the contractors work. Site is to remain free of debris during the construction process.
7. Provide all traffic control as required throughout the construction process.

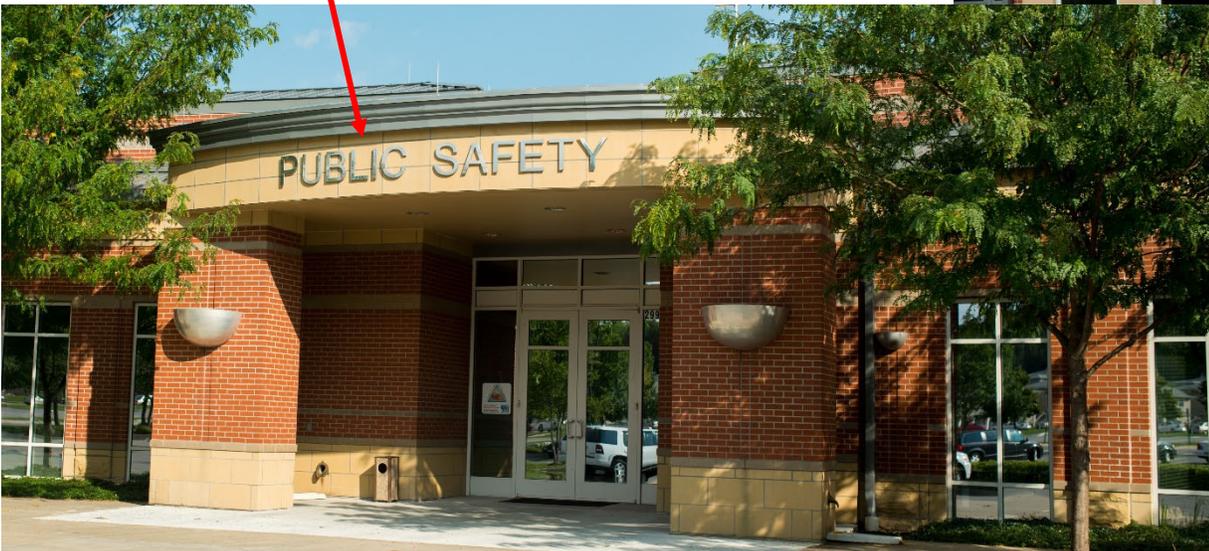
# EXHIBIT E

**SCOPE OF WORK – Project Location**  
**2950 NW Vivion Rd, Riverside, MO 64150**



Replace these letters

These letters to remain



## EXHIBIT E

**SCOPE OF WORK – Project Location  
2950 NW Vivion Rd, Riverside, MO 64150**



Effect of backlit letters to be similar to the words “Surgical Arts” on the above example image.

## EXHIBIT F

### TECHNICAL SPECIFICATIONS

#### **2020 BACKLIT LETTERING PROJECT (Project No. 409-020)**

The following Specifications govern Contractor's performance of the Work:

***ENUMERATION OF SPECIFICATIONS AND ADDENDA:***

Following are the Specifications and Addenda governing the work, which form a part of this contract, as set forth the Contract Documents:

***SPECIFICATIONS:***

**Division 1 – General Requirements**

<u>Section</u>	<u>Description</u>
01015	CONTRACTOR USE OF PREMISES
01030	SPECIAL CONDITIONS
01040	COORDINATION
01051	CONSTRUCTION LAYOUT
01270	MEASUREMENT AND PAYMENT
01310	JOB SITE ADMINISTRATION
01320	CONSTRUCTION SCHEDULE
01330	SUBMITTALS
01524	WASTE AREA, MATERIAL STORAGE AND SITE APPEARANCE
01570	TEMPORARY TRAFFIC CONTROL
01732	DEMOLITION AND SITE PREPARATION

**Division 2 – Site Work**

<u>Section</u>	<u>Description</u>
02230	BACKLIT LETTERING

***ADDENDA:***

No. \_\_\_\_\_ Date \_\_\_\_\_

**EXHIBIT G**



**NOTICE TO PROCEED**

DATE: 10/7/2020  
PROJECT: 2020 BACKLIT LETTERING PROJECT  
PROJECT NO.: 409-020  
RESO: \_\_\_\_\_ (approved \_\_\_\_\_)

TO: Contractor: Excel Lighting, LLC, Attn: Dustan Fankhouser  
(address) 1100 McAlpine Ave  
Kansas City, KS 66105

You are hereby notified to commence work on or after the 7th day of October, 2020 in accordance with the Agreement dated October 6<sup>th</sup>, 2020.

The date of substantial completion is 11/21/2020. The project shall be completed and ready for final payment by 11/27/2020.

**CITY OF RIVERSIDE**

BY: \_\_\_\_\_  
Brian E. Koral, City Administrator

Receipt of the above NOTICE TO PROCEED is hereby acknowledged

BY: \_\_\_\_\_  
(Signature) (Printed)  
\_\_\_\_\_  
(Title) (Company)

this the \_\_\_\_\_ day of \_\_\_\_\_, 2020.







EXHIBIT J

Certificate of Substantial Completion

(to be completed after substantial completion of the project)

Table with 2 columns: Project Name: 2020 BACKLIT LETTERING PROJECT, Project #: 409-020; Requestor of Project: City of Riverside

This [tentative] [definite] Certificate of Substantial Completion applies to:

[ ] All Work under the Contract Documents: [ ] The following specified portions of the Work:

Four horizontal lines for listing specified portions of work.

Date of Substantial Completion

The Work to which this Certificate applies has been inspected by authorized representatives of the City, Contractor, and the Engineer, and found to be substantially complete. The Date of Substantial Completion of the Project or portion thereof designated above is hereby declared and is also the date of commencement of applicable warranties required by the Contract Documents, except as stated below.

A [tentative] [definitive] list of items to be completed or corrected is attached hereto. This list may not be all-inclusive, and 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.

The responsibilities between the City and Contractor for security, operation, safety, maintenance, heat, utilities, insurance and warranties shall be as provided in the Contract Documents except as amended as follows:

[ ] Amended Responsibilities [ ] Not Amended

The City's Amended Responsibilities:

Three horizontal lines for listing City's Amended Responsibilities.

Contractor's Amended Responsibilities:

Three horizontal lines for listing Contractor's Amended Responsibilities.

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The following documents are attached to and made part of this Certificate:

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This Certificate does not constitute an acceptance of Work not in accordance with the Contract Documents nor is it a release of Contractor's obligation to complete the Work in accordance with the Contract Documents.

---

Executed by Engineer (Print & Sign) \_\_\_\_\_ Date \_\_\_\_\_

---

Accepted by Contractor (Print & Sign) \_\_\_\_\_ Date \_\_\_\_\_

---

Accepted by the City (Print & Sign) \_\_\_\_\_ Date \_\_\_\_\_

**EXHIBIT K**

**RESERVED**

**EXHIBIT L**

**CONTRACTOR AFFIDAVIT FOR FINAL PAYMENT**

(to be completed at conclusion of project)

**2020 BACKLIT LETTERING PROJECT (Project No. 409-020)**

STATE OF \_\_\_\_\_ )  
 ) SS:  
COUNTY OF \_\_\_\_\_ )

The Undersigned, \_\_\_\_\_ of lawful age, being first duly sworn, states under oath as follows:

1. I am the \_\_\_\_\_ of \_\_\_\_\_ who is the general CONTRACTOR on the above referenced project.
2. All payrolls, material bills, use of equipment and other indebtedness connected with the Work for this Project have been paid and all Claims of whatever nature have been satisfied, as required by the Contract.
3.  Prevailing wage does not apply; or  
 All provisions and requirements set forth in Chapter 290, Section 290.210 through and including 290.340, Missouri Revised Statutes, pertaining to the payment of wages to workmen employed on public works projects have been fully satisfied and there has been no exception to the full and complete compliance with these provisions and requirements and the Annual Wage Order contained in the Contract in carrying out the Contract and Work. CONTRACTOR has fully complied with the requirements of the prevailing wage law as required in the Contract and has attached affidavits from all Subcontractors on this Project, regardless of tier, affirming compliance with the prevailing wage law as stipulated in the Contract.
4. CONTRACTOR certifies that each Subcontractor has received full payment for its respective work in connection with the Contract.
5. This affidavit is made in behalf of the CONTRACTOR for the purpose of securing from the City of Riverside, Missouri, the certification of completion of the Project and receiving payment therefore.

CONTRACTOR

By \_\_\_\_\_

Title \_\_\_\_\_

On this \_\_\_\_ day of \_\_\_\_\_, 20\_\_ before me appeared \_\_\_\_\_, to me personally known to be the \_\_\_\_\_ of \_\_\_\_\_, and who executed the foregoing instrument and acknowledged that (s)he executed the same on behalf of \_\_\_\_\_ as its free act and deed.

IN WITNESS WHEREOF, I have hereunto set my hand and affixed my official seal on the day and year first above written.

My commission expires:

\_\_\_\_\_  
Notary Public

**EXHIBIT M**

**SUBCONTRACTOR AFFIDAVIT FOR FINAL PAYMENT**

(to be completed at conclusion of project)

**2020 BACKLIT LETTERING PROJECT (Project No. 409-020)**

STATE OF \_\_\_\_\_ )  
 ) SS:  
COUNTY OF \_\_\_\_\_ )

After being duly sworn the person whose name and signature appears below hereby states under penalty of perjury that:

1. I am the duly authorized officer of the business indicated below (hereinafter Subcontractor) and I make this affidavit on behalf of Subcontractor in accordance with the requirements set forth in Section 290.290, RSMo. Subcontractor has completed all of the Work required under the terms and conditions of a subcontract as follows:

Subcontract with: \_\_\_\_\_, Contractor

Work Performed: \_\_\_\_\_

Total Dollar Amount of Subcontract and all Change Orders: \$ \_\_\_\_\_

2. Subcontractor fully complied with the provisions and requirements of the Missouri Prevailing Wage Law set forth in Sections 290.210, RSMo through 290.340, RSMo.

Business Entity Type:	Subcontractor's Legal Name and Address
<input type="checkbox"/> Missouri Corporation	_____
<input type="checkbox"/> Foreign Corporation	_____
<input type="checkbox"/> Fictitious Name Corporation	_____
<input type="checkbox"/> Sole Proprietor	_____
<input type="checkbox"/> Limited Liability Company	Phone No. _____
<input type="checkbox"/> Partnership	Fax: _____
<input type="checkbox"/> Joint Venture	E:mail: _____
<input type="checkbox"/> Other (Specify) _____	Federal ID No. _____

I hereby certify that I have the authority to execute this affidavit on behalf of Subcontractor.

By: \_\_\_\_\_ (Signature) \_\_\_\_\_ (Print Name)  
\_\_\_\_\_  
(Title) \_\_\_\_\_ (Date)

NOTARY

Subscribed and sworn to before me this \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_\_.

My Commission Expires: \_\_\_\_\_ (Signature)

**EXHIBIT N**

**ENGINEER/CONSULTANT'S CERTIFICATION  
For Acceptance and Final Payment**  
(to be completed at conclusion of project)

**City of Riverside, Missouri**

**Project Name: 2020 BACKLIT LETTERING PROJECT**

**Project No: 409-020**

**Contractor: \_\_\_\_\_**

**Contract Date: \_\_\_\_\_**

**Date of Completion and Acceptance: \_\_\_\_\_**

The Contractor has notified me that he has completed all work in accordance with the Contract Documents and that it is functioning properly.

I hereby certify that a final inspection of all work under the Contract Documents was conducted by me and to the best of my knowledge; the work has been completed in accordance with the drawings and specifications and is functioning properly.

I have approved all payment estimates, and prepared and received approval of all change orders. I have received the required certifications; instructions for operating the equipment, manuals, and other documents that are applicable to this project from the Contractor and have delivered them to the City.

The City is now responsible for the security, operation, safety, maintenance, and insurance as applicable to the project. The Contractor will warranty all specified work for a period of one (1) year (or a longer period if governed by Missouri Statutes) from this date of completion. Notification has been given to the proper Government agencies that the work is completed.

I recommend, under the provision of the Contract Documents that the Work be accepted and that final payment be made.

Executed by the Engineer on this \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_.

Signature: \_\_\_\_\_

(SEAL)

Typed Name: \_\_\_\_\_

The work described above accepted by the consultant is hereby acknowledged and final payment authorized.

\_\_\_\_\_  
Kathleen L. Rose, Mayor

(SEAL)

Date: \_\_\_\_\_

Attest: \_\_\_\_\_  
Robin Kincaid, City Clerk

cc: Contractor

## **DIVISION 1 – GENERAL REQUIREMENTS**

## **01015 CONTRACTOR USE OF PREMISES**

The Contractor shall confine all construction activities to the limits of the project.

## **01030 SPECIAL CONDITIONS**

- A. Examination of the Site: Bidders may visit the site and inform themselves of all conditions presently existing. Failure to visit the site will in no way relieve the successful bidder from the necessity of furnishing all materials and performing all work required to complete the work in accordance with the specifications.
- B. Measurements: Any dimensions provided shall be verified by the Contractor. Any discrepancies between the specifications and the existing conditions shall be referred to the Owner for adjustment, before the work is performed.
- C. Breakage and Damage: The Contractor shall be responsible for any breakage, damage or other injury to existing or new facilities caused directly or indirectly by the Contractor's operations and shall replace, at Contractor's own expense, in a manner approved by the Owner any such broken or damaged material.
- D. Delivery of Materials: The delivery of all materials, equipment, and miscellaneous items entering into the construction of the work is a part of this contract, including freight and hauling charges both to and from transportation points. Payment of charges for the above items shall be made by the Contractor. An amount covering all charges for freightage and delivery of items shall be included as a part of the contract price and in no case will an extra be allowed for such charges.
- E. Storage of Materials: All materials delivered to the job shall be stored so as to keep them in first class condition and free from deterioration or contamination.
- F. Coordination: All contractors, subcontractors and trades shall cooperate in coordination of their several works, but the principal responsibility for coordinating the project as a whole and the operations of the contractors and subcontractors shall lie with the Prime Contractor.

## **01040 COORDINATION:**

- A. All construction activities shall be coordinated with all utility owners and the City of Riverside. Contractor shall be responsible for notifying all utility owners with facilities within the project limits prior to construction so the utilities can be located and identified.
- B. The Contractor will be responsible for notifying the Resident Project Representative in writing of the dates when construction will begin and end.
- C. The Contractor shall be responsible for obtaining all necessary permits, and paying for any and all inspection and permit fees as required by the City.
- D. Project Coordination Meetings: In addition to the above said coordination responsibilities, the

Contractor shall attend construction progress meetings with the Resident Project Representative, as needed. No direct payment will be made for this item but shall be considered subsidiary to other bid items.

- E. The Contractor shall coordinate his/her work to ensure that the Work is complete and to ensure efficient and orderly sequence of installation of construction elements.
- F. In the event certain parts of work are assigned to subcontractors, the Contractor shall be responsible to ensure each subcontractor completes work and that all interfaces between trades are properly addressed. All subcontractors shall also coordinate their work with the Owner through the Contractor.
- G. The Contractor is solely responsible for all Assignments of Work among subcontractors.
- H. The Contractor shall be responsible for assigning and coordinating work and ensuring that suppliers and installers are familiar with all requirements in Contract Documents relating to each item of work, regardless of location of information in Contract Documents.

### **01051 CONSTRUCTION LAYOUT**

- A. This item shall be provided by the Contractor.

### **01270 MEASUREMENT AND PAYMENT**

- A. The quantities as given in the Bid Form are not guaranteed to be the exact or total quantities required for the completion of the Work shown on the drawings and described in the specifications. Increases or decreases may be made over or under the Bid Form estimated quantities to provide for needs that are determined by the Owner during the process of the Work. Contract unit prices shall apply to such increased or decreased quantities. The Bidder is warned against unbalancing his bid, since the unit prices will apply to deductions as well as additions. The Owner has the privilege of omitting or adding to any unit items in the Bid Form.
- B. The Contractor agrees that he will make no claim for damages, anticipated profits, or otherwise, on account of any difference between the amounts of Work actually performed and materials actually furnished and the estimated amounts thereof. The Owner will not pay for or be responsible for unused materials which may have been ordered by the Contractor in accordance with the estimated quantities listed in the Bid Form.
- C. It is the intent of the Contract Documents that all costs in connection with the Work, including furnishing of all materials, equipment, supplies and appurtenances; providing all construction plant, equipment, and tools; and performing of all necessary labor to fully complete the Work, shall be included in the unit and lump sum prices named in the Bid Form. No item of Work that is required by the Contract Documents for the proper and successful completion of the Contract will be paid for outside of or in addition to the prices submitted in the Bid Form. All Work not specifically set forth in the Bid Form as a pay item shall be considered a subsidiary obligation of the Contract, and all cost in connection therewith shall be included in the process named in the Bid Form.

- D. If item does not appear in the Bid Form, or if said item is a part of another item listed in the Bid Form, it will not be measured for payment.
- E. Whenever in the Bid Form there is a discrepancy between unit prices and extensions or totals, the unit prices will govern, and the extensions or totals will be corrected accordingly.
- F. Items for payment will be measured in accordance with the stipulations of these specifications and as further shown on the drawings. Pay limits given are maximum, and where actual quantities of work items are less than as computed by said pay limits, the Contractor will be paid only for the actual quantities.
- G. Payment will be made as the sum of the following:
  - 1. Final authorized quantity of each item in the Bid Form multiplied by the contract unit price therefore.
  - 2. Lump sum payment for each item so listed in the Bid Form, at the contract lump sum price therefore.
  - 3. Any special payment or adjustment, plus or minus, as provided for in the Agreement.

### **01310 JOB SITE ADMINISTRATION**

- A. The Contractor, or a duly authorized representative to act for the Contractor, shall continually be present at the site of the work, whenever construction activities are underway, for the duration of this project.
- B. The Contractor shall designate, in writing, the duly authorized representative(s) at the preconstruction meeting. The duly authorized representative(s) will be the official liaison between the Owner and Contractor regarding the signing of pay estimates, change orders, workday reports and other forms necessary for communication and project status inquiries. Upon project commencement, the Owner shall be notified, in writing, within five (5) working days of any changes in the Contractor's representative(s).

### **01320 CONSTRUCTION SCHEDULE**

- A. General: The Contractor shall prepare and maintain a construction schedule for the duration of the project.
- B. Baseline Schedule: The Contractor shall prepare a baseline schedule to be presented to the Owner for review at the pre-construction meeting. The baseline construction schedule shall be in a form approved by the Owner and shall include at least the following information for each significant work item during each phase of the project:
  - 1. Beginning date of Project.
  - 2. Ending date of Project.

3. Beginning Date of Each Phase.
4. Completion Date of Each Phase.

The Owner will review the proposed progress schedule, and may require the Contractor to revise the same if, in the Owner's judgment, revisions are required to provide for completion of the project within the Contract Time.

- C. Payment: No direct payment shall be made.

### **01330 SUBMITTALS**

- A. Shop Drawings: A minimum of two (2) copies each of manufacturer's shop drawings and data sheets shall be submitted to the Owner indicating the necessary installation dimensions, weights, materials and performance information.

The shop drawings shall be distributed as follows: One (1) copy for the City and one (1) copy for the prime Contractor. The Contractor shall supply additional copies as necessary for any subcontractors.

Approval of shop drawings will be for conformance with the design concept of the project and for compliance with the information given in the Technical Specifications.

Submittals: Required submittals include but are not limited to the following:

- 1.1 Manufacturer cut sheet, specifications and warranty for the letters.
- 1.2 Manufacturer cut sheets, specifications and warranty for the lights and power supplies.
- 1.3 Artwork proof

### **01524 WASTE AREA, MATERIAL STORAGE AND SITE APPEARANCE**

- A. General: The Contractor shall make his own arrangements for material and equipment storage areas and waste area.

The Contractor shall keep the site clean and free of all refuse, rubbish, scrap materials, and debris as a result of construction activities so that at all times the site of the work shall present a neat, orderly and workmanlike appearance. The Contractor shall restore the site of work and adjacent disturbed areas to the condition existing before work began as a minimum.

- B. Payment: No direct payment shall be made.

### **01570 TEMPORARY TRAFFIC CONTROL**

- A. General: Temporary traffic control on this project shall be the responsibility of the contractor to ensure that pedestrians and vehicles, where necessary, are routed safely around the construction zone.

B. Payment: No direct payment shall be made.

**01732 DEMOLITION & SITE PREPARATION**

A. General: This item includes, but is not limited to, the removal and disposal of signs, and all other items designated for removal in the plans or as directed by the City Engineer. All items that are inside the construction limits, including those not listed or shown on the plans, shall be included in this item.

B. Payment: Payment will be made as part of the contract lump sum bid price.

## **DIVISION 2 – SITEWORK**

### **02230 BACKLIT LETTERING**

- A. Contractor shall provide internally illuminated reverse channel letter or equivalent. Letters shall have:
- 1) 2” deep returns painted a standard color
  - 2) brushed aluminum laminate on the face only
  - 3) .177 clear Lexan backs with threaded rivet nuts
  - 4) white LED’s
  - 5) power supply
- Letters shall be spacer mounted with equal spacing. Letter shall match existing font. Letter finish shall match or be complimentary to existing letters “Municipal Court” letters remaining on building.
- B. Contractor shall install letter and hook up to existing power connection. City or City’s electrician will provide the power connection within 10’ of the sign location. Any wires connecting to the power connection shall be hidden.
- C. Payment: Payment will be made according to the lump sum provided in the contract.

**END OF SECTION 02230**

**RESOLUTION NO. R - 2020-089**

**A RESOLUTION AUTHORIZING THE EXPENDITURE OF FUNDS OUT OF THE CITY TREASURY OF THE CITY OF RIVERSIDE FOR FISCAL YEAR 2020-2021 WEEKS ENDING SEPTEMBER 18<sup>TH</sup>, SEPTEMBER 25<sup>TH</sup> , AND OCTOBER 2<sup>ND</sup> IN THE AMOUNT OF \$256,383.35.**

**WHEREAS**, the Board of Aldermen find it is in the best interest of the citizens of the City of Riverside to authorize and approve the expenditure of funds as set forth in Exhibit "A" attached hereto;

**NOW THEREFORE, BE IT RESOLVED BY THE BOARD OF ALDERMEN OF THE CITY OF RIVERSIDE, MISSOURI, AS FOLLOWS:**

**THAT** the disbursements and expenditure of funds from the city treasury in the amount of \$256,383.35 as set forth in Exhibit "A" attached hereto and made a part hereof by reference are hereby authorized and approved.

**FURTHER THAT** the City Administrator is hereby authorized to execute all agreements or documents necessary to approve the purchase of goods and services contemplated therein and the Finance Director is authorized to issue a check therefor to the respective companies, firms, persons in the amounts set forth therein.

**PASSED AND ADOPTED** by the Board of Aldermen and **APPROVED** by the Mayor of the City of Riverside, Missouri, the 6<sup>th</sup> day of October 2020.

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Mayor Kathleen L. Rose

ATTEST:

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Robin Kincaid, City Clerk



# Expense Approval Report

By Fund

Post Dates 9/16/2020 - 10/2/2020

Vendor Name	Payable Number	Post Date	Description (Item)	Account Number	Amount
<b>Fund: 10 - GENERAL FUND</b>					
MISSOURI AMERICAN WATER	1017210010165930 09/20	09/16/2020	2990 NW VIVION RD DETCK	10-337-103-25400	162.04
MISSOURI AMERICAN WATER	1017210010504726 09/20	09/16/2020	RIVERWAY/PLATTE RD FOUTN	10-336-112-25400	24.77
MISSOURI AMERICAN WATER	1017210010690719 09/20	09/16/2020	777 A ARGOSY PKWY IRRIG	10-336-113-25400	4,414.81
MISSOURI AMERICAN WATER	1017210012068028 09/20	09/16/2020	W PLATTE/VALLEY IRRIG	10-336-112-25400	3,075.41
MISSOURI AMERICAN WATER	1017210012698627 09/20	09/16/2020	4301 B TULLISON RD IRRIG	10-336-113-25400	1,692.07
MISSOURI AMERICAN WATER	1017210014458047 09/20	09/16/2020	2950 NW VIVION RD	10-337-102-25400	1,497.91
MISSOURI AMERICAN WATER	1017210015746389 09/20	09/16/2020	4200 RIVERSIDE ST	10-337-101-25400	64.71
MISSOURI AMERICAN WATER	1017210015746471 09/20	09/16/2020	4498 HIGH DR DETCK	10-337-104-25400	134.30
MISSOURI AMERICAN WATER	1017210015953323 09/20	09/16/2020	2901 NW VIVION RD PARK	10-336-108-25400	19.52
MISSOURI AMERICAN WATER	1017220032367276 09/20	09/16/2020	2990 NW VIVION RD DETCK	10-337-103-25400	0.67
MISSOURI AMERICAN WATER	1017210015884915 09/20	09/16/2020	1001 NW ARGOSY PARK	10-336-107-25400	218.20
MISSOURI AMERICAN WATER	1017220025731145 09/20	09/16/2020	5015 NW CANAL ST IRRIG	10-336-121-25400	43.07
MISSOURI AMERICAN WATER	1017210010166209 09/20	09/16/2020	2990 NW VIVION RD FIRE	10-337-103-25400	56.62
MISSOURI AMERICAN WATER	1017210010445575 09/20	09/16/2020	2805 NW VIVION RD	10-336-111-25400	569.02
MISSOURI AMERICAN WATER	1017210015746112 09/20	09/16/2020	4498 HIGH DR FIRE	10-337-103-25400	56.62
MISSOURI AMERICAN WATER	1017210015746204 09/20	09/16/2020	2950 NW VIVION RD FIRE	10-337-103-25400	113.24
MISSOURI AMERICAN WATER	1017210015748552 09/20	09/16/2020	4820 HOMESTEAD TER PARKF	10-336-109-25400	9.68
MISSOURI AMERICAN WATER	1017220030262177 09/20	09/16/2020	2992 NW VIVION RD	10-336-122-25400	9.68
KANSAS CITY LIFE GROUP BEN	25302 10/2020	09/23/2020	LIFE INSURANCE - ADMINISTR	10-112-000-19200	109.54
KANSAS CITY LIFE GROUP BEN	25302 10/2020	09/23/2020	LIFE INSURANCE - MUNICIPAL	10-216-000-19200	7.50
KANSAS CITY LIFE GROUP BEN	25302 10/2020	09/23/2020	LIFE INSURANCE - POLICE DEP	10-221-000-19200	644.27
KANSAS CITY LIFE GROUP BEN	25302 10/2020	09/23/2020	LIFE INSURANCE - COMMUNI	10-223-000-19200	133.14
KANSAS CITY LIFE GROUP BEN	25302 10/2020	09/23/2020	LIFE INSURANCE - POLICE AD	10-224-000-19200	112.99
KANSAS CITY LIFE GROUP BEN	25302 10/2020	09/23/2020	LIFE INSURANCE - FIRE DEPAR	10-226-000-19200	307.00
KANSAS CITY LIFE GROUP BEN	25302 10/2020	09/23/2020	LIFE INSURANCE - PUBLIC WO	10-331-000-19200	144.01
KANSAS CITY LIFE GROUP BEN	25302 10/2020	09/23/2020	LIFE INSURANCE - ENGINEERI	10-332-000-19200	15.00
KANSAS CITY LIFE GROUP BEN	25302 10/2020	09/23/2020	LIFE INSURANCE - COMMUNI	10-341-000-19200	12.37
KANSAS CITY LIFE GROUP BEN	25302 10/2020	09/23/2020	LIFE INSURANCE - COMMUNI	10-819-000-19200	112.83
GIRL SCOUTS	09/15/2020	09/23/2020	REIMB SECURITY DEPOSIT FO	10-20010	50.00
LOWE, AARON	09/15/2020	09/23/2020	REIMB SECURITY DEPOSIT FO	10-20010	50.00
KCMO WATER SERVICES	61467003549087 09/20	09/23/2020	4200 RIVERSIDE ST	10-337-101-25400	87.39
KCMO WATER SERVICES	61467103549090 09/20	09/23/2020	4498 HIGH DR	10-337-104-25400	375.65
KCMO WATER SERVICES	61468303549219 09/20	09/23/2020	2990 NW VIVION RD	10-337-103-25400	247.41
EVERGY	0913-11-1638 09/20	09/23/2020	4100 NW RIVERSIDE DR	10-337-106-25000	133.51
EVERGY	0973-39-3999 09/20	09/23/2020	1001A ARGOSY PKWY/ PICKLE	10-336-107-25000	231.53
EVERGY	1232-04-9424 09/20	09/23/2020	2901 NW VIVION RD DPO1	10-336-108-25000	103.43
EVERGY	1921-09-8495 09/20	09/23/2020	4702 NW HIGH DR	10-331-000-26800	24.46
EVERGY	2093-49-0946 09/20	09/23/2020	3880 ARGOSY CASINO PARKW	10-336-113-25000	19.01
EVERGY	2130-19-8248 09/20	09/23/2020	4026 ARGOSY CASINO PARKW	10-336-113-25000	19.32
EVERGY	2953-72-9970 09/20	09/23/2020	4102 NW RIVERSIDE DR	10-337-106-25000	18.20
EVERGY	3086-70-0722 09/20	09/23/2020	2950 NW VIVION RD	10-337-102-25000	3,161.23
EVERGY	3147-73-7222 09/20	09/23/2020	2509 W PLATTE TS	10-331-000-26800	38.99
EVERGY	3578-68-5006 09/20	09/23/2020	4100 NW RIVERSIDE DR	10-337-106-25000	18.18
EVERGY	3823-35-2154 09/20	09/23/2020	2025 VALLEY	10-336-112-25000	464.16
EVERGY	3948-82-2408 09/20	09/23/2020	4509 GATEWAY TS	10-331-000-26800	37.57
EVERGY	7556-98-7111 09/20	09/23/2020	1001 NW ARGOSY PKWY	10-336-107-25000	583.17
EVERGY	7922-40-5202 09/20	09/23/2020	2990 NW VIVION RD	10-337-103-25000	2,477.89
EVERGY	8138-89-2268 09/20	09/23/2020	4103 NW TREMONT RD	10-337-117-25000	700.80
EVERGY	8507-74-3245 09/20	09/23/2020	4200 NW RIVERSIDE DR	10-337-101-25000	627.26
EVERGY	8555-87-0016 09/20	09/23/2020	4498 NW HIGH DR	10-337-104-25000	2,294.73
EVERGY	8712-27-4759 09/20	09/23/2020	4101 VAN DE POPLIER SIREN	10-337-103-25000	32.57
EVERGY	8768-51-3516 09/20	09/23/2020	2805 NW VIVION RD	10-336-111-25000	549.20
EVERGY	9499-79-6859 09/20	09/23/2020	4500 NW HIGH DR	10-337-105-25000	222.12

## Expense Approval Report

Post Dates: 9/16/2020 - 10/2/2020

Vendor Name	Payable Number	Post Date	Description (Item)	Account Number	Amount
EVERGY	9775-39-9838 09/20	09/23/2020	4700 HIGH DR	10-337-103-25000	33.01
EVERGY	0512-89-5780 09/20	09/23/2020	2626 NW PLATTE RD	10-336-112-25000	658.58
SPIRE	0627451111 09/20	09/23/2020	2990 NW VIVION RD	10-337-103-25200	69.37
EVERGY	2359-60-9788 09/20	09/23/2020	3902 NW VAN DE POPULIER	10-336-121-25000	22.24
SPIRE	3730422222 09/20	09/23/2020	4200 NW RIVERSIDE DR	10-337-101-25200	40.39
SPIRE	4413651111 09/20	09/23/2020	4498 NW HIGH DR	10-337-104-25200	54.60
EVERGY	4649-50-9862 09/20	09/23/2020	4100 NW RIVERSIDE DR	10-337-106-25000	108.31
EVERGY	5319-48-0868 09/20	09/23/2020	4100 NW RIVERSIDE DR	10-337-106-25000	74.63
EVERGY	4884-79-8490 09/20	09/23/2020	4200 NW RIVERSIDE DR A	10-337-101-25000	18.18
CHORUN, LESLIE	09/21/2020	09/23/2020	REIMB SECURITY DEPOSIT FO	10-20010	300.00
BLUE CROSS BLUE SHIELD OF	202650006400	09/23/2020	HEALTH - ADMINISTRATION	10-112-000-19000	6,050.65
BLUE CROSS BLUE SHIELD OF	202650006400	09/23/2020	DENTAL - ADMINISTRATION	10-112-000-19100	476.60
BLUE CROSS BLUE SHIELD OF	202650006400	09/23/2020	VISION- ADMINISTRATION	10-112-000-19300	83.23
BLUE CROSS BLUE SHIELD OF	202650006400	09/23/2020	HEALTH - MUNICIPAL COURT	10-216-000-19000	610.41
BLUE CROSS BLUE SHIELD OF	202650006400	09/23/2020	DENTAL - MUNICIPAL COURT	10-216-000-19100	27.60
BLUE CROSS BLUE SHIELD OF	202650006400	09/23/2020	VISION - MUNICIPAL COURT	10-216-000-19300	5.80
BLUE CROSS BLUE SHIELD OF	202650006400	09/23/2020	HEALTH - POLICE DEPARTMEN	10-221-000-19000	20,568.57
BLUE CROSS BLUE SHIELD OF	202650006400	09/23/2020	DENTAL - POLICE DEPARTMEN	10-221-000-19100	1,422.20
BLUE CROSS BLUE SHIELD OF	202650006400	09/23/2020	VISION - POLICE DEPARTMEN	10-221-000-19300	258.10
BLUE CROSS BLUE SHIELD OF	202650006400	09/23/2020	HEALTH - COMMUNICATIONS	10-223-000-19000	4,990.66
BLUE CROSS BLUE SHIELD OF	202650006400	09/23/2020	DENTAL - COMMUNICATIONS	10-223-000-19100	165.60
BLUE CROSS BLUE SHIELD OF	202650006400	09/23/2020	VISION - COMMUNICATIONS	10-223-000-19300	34.80
BLUE CROSS BLUE SHIELD OF	202650006400	09/23/2020	HEALTH - POLICE ADMINISTRA	10-224-000-19000	2,067.70
BLUE CROSS BLUE SHIELD OF	202650006400	09/23/2020	DENTAL - POLICE ADMINISTRA	10-224-000-19100	212.60
BLUE CROSS BLUE SHIELD OF	202650006400	09/23/2020	VISION - POLICE ADMINISTRA	10-224-000-19300	40.60
BLUE CROSS BLUE SHIELD OF	202650006400	09/23/2020	HEALTH - FIRE DEPARTMENT	10-226-000-19000	13,341.57
BLUE CROSS BLUE SHIELD OF	202650006400	09/23/2020	DENTAL - FIRE DEPARTMENT	10-226-000-19100	1,012.20
BLUE CROSS BLUE SHIELD OF	202650006400	09/23/2020	VISION - FIRE DEPARTMENT	10-226-000-19300	157.47
BLUE CROSS BLUE SHIELD OF	202650006400	09/23/2020	HEALTH - PUBLIC WORKS	10-331-000-19000	5,760.19
BLUE CROSS BLUE SHIELD OF	202650006400	09/23/2020	DENTAL - PUBLIC WORKS	10-331-000-19100	319.20
BLUE CROSS BLUE SHIELD OF	202650006400	09/23/2020	VISION - PUBLIC WORKS	10-331-000-19300	60.03
BLUE CROSS BLUE SHIELD OF	202650006400	09/23/2020	HEALTH - ENGINEERING	10-332-000-19000	2,664.75
BLUE CROSS BLUE SHIELD OF	202650006400	09/23/2020	DENTAL - ENGINEERING	10-332-000-19100	161.50
BLUE CROSS BLUE SHIELD OF	202650006400	09/23/2020	VISION - ENGINEERING	10-332-000-19300	30.74
BLUE CROSS BLUE SHIELD OF	202650006400	09/23/2020	HEALTH - COMMUNITY CENTE	10-341-000-19000	1,996.48
BLUE CROSS BLUE SHIELD OF	202650006400	09/23/2020	DENTAL - COMMUNITY CENTE	10-341-000-19100	82.80
BLUE CROSS BLUE SHIELD OF	202650006400	09/23/2020	VISION - COMMUNITY CENTE	10-341-000-19300	16.24
BLUE CROSS BLUE SHIELD OF	202650006400	09/23/2020	HEALTH - COMMUNITY DEVEL	10-819-000-19000	6,829.07
BLUE CROSS BLUE SHIELD OF	202650006400	09/23/2020	DENTAL - COMMUNITY DEVEL	10-819-000-19100	421.40
BLUE CROSS BLUE SHIELD OF	202650006400	09/23/2020	VISION - COMMUNITY DEVEL	10-819-000-19300	82.07
WINSON, JESSIE	09/22/2020	09/30/2020	ANYTIME FITNESS / JULY 2020	10-115-000-21301	28.32
CAMPBELL, NINA	09/28/2020	09/30/2020	REIMB SECURITY DEPOSIT FO	10-20010	50.00
HUMES, JILL	09/28/2020	09/30/2020	REIMB SECURITY DEPOSIT FO	10-20010	50.00
JONES, JAY	09/28/2020	09/30/2020	REIMB SECURITY DEPOSIT FO	10-20010	50.00
MCKIMSON, LIZ	09/28/2020	09/30/2020	REIMB SECURITY DEPOSIT FO	10-20010	30.00
WHISTON, STACY	09/28/2020	09/30/2020	REIMB SECURITY DEPOSIT FO	10-20010	50.00
ZIMMERMAN, ANNA	09/28/2020	09/30/2020	REIMB SECURITY DEPOSIT FO	10-20010	50.00
HUSEBY, CAROL	09/28/2020	09/30/2020	JULY TO DEC 2020 GYM MEM	10-341-000-22800	253.11
				<b>Fund 10 - GENERAL FUND Total:</b>	<b>98,220.34</b>
				<b>Grand Total:</b>	<b>98,220.34</b>



# Expense Approval Report

By Fund

Post Dates 10/6/2020 - 10/6/2020

Vendor Name	Payable Number	Post Date	Description (Item)	Account Number	Amount
<b>Fund: 10 - GENERAL FUND</b>					
NORTHLAND NEIGHBORHOOD	07/07/2020	10/06/2020	2020 SERVICES AGREEMENT/	10-112-000-22716	15,000.00
LITTLER MENDELSON, P.C.	5266794	10/06/2020	LEGAL SERVICES/ JUNE 2020	10-226-000-20300	407.00
HILL'S LAWN & LANDSCAPE, I	101291	10/06/2020	4306 NW VAN DE POPULIER	10-819-000-44501	100.00
MISSOURI MUNICIPAL LEAGU	200019491	10/06/2020	CLASSIFIED ADVERTISING ONL	10-115-000-30100	45.00
QUALITY PLUMBING INC	84756	10/06/2020	WATERFALL/ JETTED PUMP LI	10-336-112-42100	855.53
PSYCHLOGIC	08/31/2020	10/06/2020	EMPLOYMENT EVALUATIONS	10-115-000-21300	250.00
LOOMIS ARMORED US, LLC	12676110	10/06/2020	COURIER SERVICE/ SEPTEMBE	10-112-000-43800	82.80
MERITAS HEALTH CORPORATI	1372	10/06/2020	EMPLOYEE LAB	10-115-000-30800	752.00
TOWN & COUNTRY BUILDING	23908	10/06/2020	JANITORIAL SERVICE PUBLIC S	10-337-103-44200	1,550.00
TOWN & COUNTRY BUILDING	23910	10/06/2020	JANITORIAL SERVICE COMM C	10-337-104-44203	655.00
TOWN & COUNTRY BUILDING	23911	10/06/2020	JANITORIAL SERVICE CITY HAL	10-337-102-44200	1,250.00
TOWN & COUNTRY BUILDING	23912	10/06/2020	JANITORIAL SERVICE PUBLIC	10-337-102-44200	220.00
911 CUSTOM, LLC	42927	10/06/2020	LPR INSTALLATION SERVICE	10-221-000-41000	250.00
MIDWEST SHREDDING SERVIC	115221	10/06/2020	CITY HALL & PUBLIC SAFETY	10-224-000-34002	110.00
MISSOURI STATE HIGHWAY PA	812HPO21X82108	10/06/2020	PD CRIMINAL RECORDS SEAR	10-112-000-30800	133.00
APPARATUS SERVICES, LLC	0920232	10/06/2020	P-1/ LADDER RACK ON LIGHT I	10-226-000-41000	178.50
CRAMER MARKETING	35070	10/06/2020	ACCOUNTS PAYABLE CHECKS (	10-112-000-32000	172.70
LITTLER MENDELSON, P.C.	5291418	10/06/2020	LEGAL SERVICES/ AUGUST 20	10-226-000-20300	462.50
SAM'S CLUB DIRECT	001632	10/06/2020	SUPPLIES FOR CARVED	10-341-100-44400	568.27
SAM'S CLUB DIRECT	001632	10/06/2020	SUPPLIES	10-341-100-44522	97.40
ABBY G PENNELL, ATTORNEY	87	10/06/2020	INDIGENT LEGAL SERVICES/ A	10-216-000-21301	900.00
P1 GROUP, INC	000085966	10/06/2020	PUBLIC SAFETY/ RTU IS DOW	10-337-103-41500	755.66
P1 GROUP, INC	000085967	10/06/2020	IT ROOM AC NOT WORKING	10-337-103-41500	1,376.00
P1 GROUP, INC	000085968	10/06/2020	IT ROOM AC NOT WORKING	10-337-103-41500	2,785.29
ALL COPY PRODUCTS, INC	AR3000099	10/06/2020	COPIER OVERAGE/ COURT 06/	10-216-000-40000	537.91
TOWN & COUNTRY BUILDING	23995	10/06/2020	COMM CNTR - STRIP & WAX F	10-337-104-44203	1,210.00
MIDWEST PUBLIC RISK - WC P	WCA20200820.63	10/06/2020	WORKERS' COMP/ ELECTED O	10-102-000-17800	47.72
MIDWEST PUBLIC RISK - WC P	WCA20200820.63	10/06/2020	WORKERS' COMP/ ADMINIST	10-112-000-17800	577.04
MIDWEST PUBLIC RISK - WC P	WCA20200820.63	10/06/2020	WORKERS' COMP/ MUNICIPA	10-216-000-17800	148.26
MIDWEST PUBLIC RISK - WC P	WCA20200820.63	10/06/2020	WORKERS' COMP/ PUBLIC SA	10-221-000-17800	2,044.90
MIDWEST PUBLIC RISK - WC P	WCA20200820.63	10/06/2020	WORKERS' COMP/ COMMUNI	10-223-000-17800	574.91
MIDWEST PUBLIC RISK - WC P	WCA20200820.63	10/06/2020	WORKERS' COMP/ PS ADMIN	10-224-000-17800	202.52
MIDWEST PUBLIC RISK - WC P	WCA20200820.63	10/06/2020	WORKERS' COMP/ FIRE DEPA	10-226-000-17800	1,399.06
MIDWEST PUBLIC RISK - WC P	WCA20200820.63	10/06/2020	WORKERS' COMP/ PUBLIC W	10-331-000-17800	546.06
MIDWEST PUBLIC RISK - WC P	WCA20200820.63	10/06/2020	WORKERS' COMP/ ENGINEERI	10-332-000-17800	199.55
MIDWEST PUBLIC RISK - WC P	WCA20200820.63	10/06/2020	WORKERS' COMP/ COMMUNI	10-341-000-17800	134.23
MIDWEST PUBLIC RISK - WC P	WCA20200820.63	10/06/2020	WORKERS' COMP/ COMMUNI	10-819-000-17800	394.69
R & D COMPUTER SYSTEMS, L	3295	10/06/2020	FINANCE/INSTALLED DRIVER F	10-112-000-40000	150.00
R & D COMPUTER SYSTEMS, L	3296	10/06/2020	FINANCE/ COLOR DUPLEX SCA	10-112-000-40000	1,025.00
KIP KIESO POLYGRAPH SERVIC	09/22/2020	10/06/2020	PRE-EMPLOYMENT EXAMINAT	10-115-000-21300	150.00
DAMON PURSELL CONSTRUCT	250718	10/06/2020	YARD WASTE DISPOSAL	10-331-000-26100	515.00
REJIS COMMISSION	446078	10/06/2020	LEWEB SUBSCRIPTION SERVIC	10-223-000-43401	812.43
SERG ELECTRIC	000446	10/06/2020	FIRE DEPT/ INSTALLED OUTDO	10-226-000-41600	700.00
SERG ELECTRIC	000446	10/06/2020	FIRE DEPT/ INSTALLED OUTDO	10-337-103-41500	700.00
SAM'S CLUB DIRECT	002120	10/06/2020	SUPPLIES FOR CARVED EVENT	10-341-100-44400	165.90
SIGNATURE LANDSCAPE, LLC	140263	10/06/2020	REPAIR MAIN LINE & LATERAL	10-336-113-42100	372.65
QUALITY PLUMBING INC	85220	10/06/2020	PUBLIC WORKS/ INSTALLED W	10-337-101-41500	381.51
ASSURITY LIFE INSURANCE CO	4003221559	10/06/2020	EMPLOYEE PREMIUMS/ OCT 2	10-20013	1,367.26
NEW YORK LIFE	989039807 09/23/2020	10/06/2020	EMPLOYEE PREMIUMS - ADMI	10-112-000-19200	34.00
NEW YORK LIFE	989039807 09/23/2020	10/06/2020	EMPLOYEE PREMIUMS - MUN	10-216-000-19200	16.00
NEW YORK LIFE	989039807 09/23/2020	10/06/2020	EMPLOYEE PREMIUMS - POLI	10-221-000-19200	426.00
NEW YORK LIFE	989039807 09/23/2020	10/06/2020	EMPLOYEE PREMIUMS - COM	10-223-000-19200	200.00
NEW YORK LIFE	989039807 09/23/2020	10/06/2020	EMPLOYEE PREMIUMS - PS A	10-224-000-19200	20.00

Expense Approval Report

Post Dates: 10/6/2020 - 10/6/2020

Vendor Name	Payable Number	Post Date	Description (Item)	Account Number	Amount
NEW YORK LIFE	989039807 09/23/2020	10/06/2020	EMPLOYEE PREMIUMS - FIRE	10-226-000-19200	169.04
NEW YORK LIFE	989039807 09/23/2020	10/06/2020	EMPLOYEE PREMIUMS - PUBL	10-331-000-19200	96.00
NEW YORK LIFE	989039807 09/23/2020	10/06/2020	EMPLOYEE PREMIUMS - COM	10-819-000-19200	50.00
LYNCHPIN IDEAS, LLC	2020-88	10/06/2020	NEWSLETTER/ FALL/WINTER	10-112-000-21300	2,200.00
LYNCHPIN IDEAS, LLC	2020-88	10/06/2020	PD STATS INFO	10-224-000-22900	750.00
PTS	2053741	10/06/2020	COMMUNITY CENTER, EH YO	10-336-107-27000	76.00
PTS	2053741	10/06/2020	COMMUNITY CENTER, EH YO	10-336-110-27000	76.00
PTS	2053741	10/06/2020	COMMUNITY CENTER, EH YO	10-341-000-27000	76.00
ICMA-RC VANTAGEPOINT	407122	10/06/2020	EMPLOYEE W/H 09/25/20 PAY	10-20006	1,034.49
ICMA-RC VANTAGEPOINT	407130	10/06/2020	EMPLOYEE W/H 09/25/20 PAY	10-20006	177.09
ALL COPY PRODUCTS, INC	AR3006130	10/06/2020	COPIER OVERAGE/ CH WORK	10-112-000-32300	304.00
AFLAC	623596	10/06/2020	EMPLOYEE PREMIUMS/ SEPT	10-20008	138.86
ALLEN, GIBBS, & HOULIK, L.C.	76807	10/06/2020	ONLINE ACCESS AUG 2020, D	10-115-000-31600	850.00
COMPLETE OFFICE SOLUTION	27902015	10/06/2020	FRANCOTYP POSTALIA POSTB	10-112-000-51500	125.00
MISSOURI ONE CALL SYSTEM,	0090273	10/06/2020	LOCATE FEES (110) / SEPTEMB	10-331-000-21306	137.50
SYNERGY SERVICES, INC	09/01-30/20	10/06/2020	DOMESTIC VIOLENCE SHELTE	10-20504	270.00
BUDGET DIRECTOR SHERIFFS	09/01-30/20	10/06/2020	SHERIFFS' RETIREMENT FUND	10-20508	207.00
MISSOURI DEPT OF REVENUE	09/01-30/20 CRIME	10/06/2020	CRIME VICTIM COMPENSATIO	10-20502	491.97
MISSOURI DEPT OF REVENUE	09/01-30/20 PEACE	10/06/2020	PEACE OFFICERS STANDARDS	10-20503	69.00
KIP KIESO POLYGRAPH SERVIC	09/30/2020	10/06/2020	PRE-EMPLOYMENT EXAMINAT	10-115-000-21300	150.00
WEX BANK	67787322	10/06/2020	FUEL PURCHASED - POLICE	10-224-000-54100	3,312.43
WEX BANK	67787322	10/06/2020	FUEL PURCHASED - FIRE DEPT	10-226-000-54100	1,340.07
WEX BANK	67787322	10/06/2020	FUEL PURCHASED - PUBLIC W	10-331-000-54100	786.14
WEX BANK	67787322	10/06/2020	FUEL PURCHASED - ENGINEER	10-332-000-54100	151.65
WEX BANK	67787322	10/06/2020	FUEL PURCHASED - COMMUN	10-819-000-54000	160.14
PSYCHLOGIC	10/01/20	10/06/2020	EMPLOYMENT EVALUATIONS	10-115-000-21300	250.00
CAMPBELL, PAUL	10/01/2020	10/06/2020	GENESIS MEMBERSHIP/ APRIL	10-115-000-21301	293.33
YMCA OF GREATER KANSAS CI	10/01/2020	10/06/2020	REIMB CITY'S SHARE/ EMPLO	10-115-000-21301	658.50
KCRSCCA	10/01/2020	10/06/2020	REIMB SECURITY DEPOSIT FO	10-20010	1,000.00
PLATTE WOODS UNITED MET	10/01/2020	10/06/2020	REIMB SECURITY DEPOSIT FO	10-20010	300.00
YMCA OF GREATER KANSAS CI	10/01/2020	10/06/2020	POOL MANAGEMENT FEE	10-336-110-44517	734.51
YMCA OF GREATER KANSAS CI	10/01/2020	10/06/2020	REIMB CITY'S SHARE / RESIDE	10-341-000-22800	22,656.75
YMCA OF GREATER KANSAS CI	10/01/2020	10/06/2020	SUPPORT FEE	10-341-000-22801	2,100.00
WILLIAMS & CAMPO, P.C.	141	10/06/2020	LEGAL SERVICES/ SEPTEMBER	10-112-000-20300	5,800.00
TOWN & COUNTRY BUILDING	24213	10/06/2020	JANITORIAL SERVICE PUBLIC S	10-337-103-44200	1,550.00
TOWN & COUNTRY BUILDING	24215	10/06/2020	JANITORIAL SERVICE COMM C	10-337-104-44203	655.00
TOWN & COUNTRY BUILDING	24216	10/06/2020	JANITORIAL SERVICE CITY HAL	10-337-102-44200	1,250.00
TOWN & COUNTRY BUILDING	24217	10/06/2020	JANITORIAL SERVICE PUBLIC	10-337-102-44200	220.00
<b>Fund 10 - GENERAL FUND Total:</b>					<b>94,675.72</b>
<b>Fund: 21 - CAPITAL IMPROVEMENTS FUND</b>					
BARBER SEWER & DITCHING I	3601	10/06/2020	EH YOUNG PLAYGROUND STO	21-025-000-53000	1,837.80
BARBER SEWER & DITCHING I	3603	10/06/2020	EH YOUNG REPLACE A DOG P	21-025-000-53000	935.00
H & H SEPTIC SERVICE INC	47987R	10/06/2020	EH YOUNG RESTROOM CLEAN	21-025-000-53000	3,719.72
FREELANCE EXCAVATION, LLC	58	10/06/2020	MATTOX RD MOWING & GRA	21-025-000-53000	4,171.50
HOUSTON EXCAVATING	365	10/06/2020	HORIZONS WEST	21-020-000-54000	7,030.00
TYLER TECHNOLOGIES, INC	025-309281	10/06/2020	Personnel Management Suite	21-055-000-53000	4,187.50
E & M READY MIX AND PRE-C	02595	10/06/2020	CLIFFVIEW DR CURB INLET TO	21-025-000-53000	1,015.00
K & G STRIPING, INC	20012013	10/06/2020	GATEWAY/ VIVION & W PLATT	21-025-000-53000	990.00
H & H SEPTIC SERVICE INC	48502R	10/06/2020	VIVION RD CULVERT CLEANO	21-025-000-53000	850.00
HUSCH BLACKWELL LLP	2902284	10/06/2020	PROJECT MAGNET/ PROFESSI	21-220-000-54000	337.80
EROSION SPECIALISTS, LLC	8993	10/06/2020	EH YOUNG PARK DRILL SEEDI	21-025-000-53000	5,363.00
HOUSTON EXCAVATING	366	10/06/2020	HORIZONS WEST	21-020-000-54000	9,025.00
WOODARD WELDING	9565	10/06/2020	HIGH DR TERR RAIL REPAIR	21-025-000-53000	1,020.63
CRAWFORD CLIMBERS LLC	09/22/2020	10/06/2020	EH YOUNG PARK CLEARING	21-025-000-53000	3,500.00
SIGNATURE LANDSCAPE, LLC	140264	10/06/2020	LINEAR PARK SPRINKLER REPA	21-025-000-53000	4,249.34
COCKRELL PAVING, LLC	2020-58	10/06/2020	PETRONELLA & WOODSIDE D	21-025-000-53000	4,700.00
FREELANCE EXCAVATION, LLC	64	10/06/2020	EH YOUNG & 635 LAKE MOWI	21-025-000-53000	1,380.00
HOUSTON EXCAVATING	367	10/06/2020	HORIZONS WEST	21-020-000-54000	7,030.00
<b>Fund 21 - CAPITAL IMPROVEMENTS FUND Total:</b>					<b>61,342.29</b>

Expense Approval Report

Post Dates: 10/6/2020 - 10/6/2020

Vendor Name	Payable Number	Post Date	Description (Item)	Account Number	Amount
Fund: 30 - CAPITAL EQUIPMENT FUND					
COMMUNICATIONS ASSOCIAT	0051121-IN	10/06/2020	SIGTRONICS ULTRASOUND IN	30-226-000-65000	2,145.00
			<b>Fund 30 - CAPITAL EQUIPMENT FUND Total:</b>		<b>2,145.00</b>
			<b>Grand Total:</b>		<b>158,163.01</b>

**AN ORDINANCE AUTHORIZING AND APPROVING CHANGE ORDER NO. 3 TO THE HOY EXCAVATING, LLC CONTRACT FOR THE 2019 MATTOX & 39TH PROJECT (618-227) ORIGINALLY AUTHORIZED BY ORDINANCE NO. 1646 AND AMENDED BY ORDINANCE NO. 1653.**

**WHEREAS**, the City previously determined the need for certain infrastructure work necessary to accommodate the doorLink Manufacturing, Inc. ("doorLink") industrial warehousing and distribution facility, as well as other future projects, to be located adjacent to the doorLink site; and

**WHEREAS**, the 2019 Mattox and 39<sup>th</sup> Project fulfills a public purpose and will further the growth of the City, facilitate the development of the entire Horizons site, improve the environment of the City, foster increased economic activity within the City, increase employment opportunities within the City, and otherwise be in the best interests of the City by furthering the health, safety and welfare of its residents and taxpayers; and

**WHEREAS**, the City previously approved the 2019 Mattox and 39<sup>th</sup> Project specifications through the passage and approval of Ordinance No. 1646 ("Project No. 618-227") which was amended by Ordinance No. 1653; and

**WHEREAS**, the City and Hoy Excavating, LLC ("Hoy"), entered into a contract authorized by and through Ordinance 1653, for the installation and construction of Project No. 618-227 (the "Project Agreement") which is beneficial for other City purposes in exchange for the City paying Hoy no more than One Million Seven Hundred Fifty-Four Thousand Four Hundred Sixty-Eight Dollars and No Cents (\$1,754,468.00); and

**WHEREAS**, the Board has previously approved Change Order No. 1 to the Hoy Project Agreement totaling an additional cost of Fourteen Thousand Three Hundred Ninety-Eight and 60/100 Dollars (\$14,398.60), for Hoy to extend the sanitary service line for the benefit of doorLink while allowing 39<sup>th</sup> Street to be constructed without delaying the project, which otherwise would have necessitated a delay until the groundwater table subsided from the flood of 2019; and

**WHEREAS**, the Board has previously approved Change Order No. 2 to the Hoy Project Agreement totaling an additional cost of Eight Thousand Six Hundred Seventy-Two and 95/100 Dollars (\$8,672.95), for Hoy to modify the elevation and beneficial angles of the extension to the sanitary service line for the benefit of doorLink while allowing 39<sup>th</sup> Street to be constructed without delaying the project, which otherwise would have necessitated a delay until the groundwater table subsided from the flood of 2019; and

**WHEREAS**, the staff recommends approval of Change Order No. 3, as described in the Change Order No. 3 Memo attached hereto as **Exhibit A** and incorporated herein, which increases the authorized expenditure by an additional Nine Thousand One Hundred Seventy-One and 62/100 Dollars (\$9,171.62), for a total amount to be paid pursuant to the Project Agreement not to exceed One Million Seven Hundred Eighty-Six

Thousand Seven Hundred Eleven and 17/100 Dollars (\$1,786,711.17), for Hoy to add a second entrance along 39th Street at doorLink's request; and

**WHEREAS**, the City has determined that authorization for the aforesaid additional expenditure pursuant to the Project Agreement with Hoy fulfills a public purpose and will further the growth of the City, facilitate the development of the entire Horizons site, improve the environment of the City, foster increased economic activity within the City, increase employment opportunities within the City, enable the City to direct the development of the entire Horizons site, and otherwise be in the best interests of the City by furthering the health, safety, and welfare of its residents and taxpayers.

**NOW, THEREFORE, BE IT ORDAINED BY THE BOARD OF ALDERMEN OF THE CITY OF RIVERSIDE, MISSOURI, AS FOLLOWS:**

**SECTION 1 – BEST INTEREST OF THE CITY TO APPROVE CHANGE ORDER**

**NO. 3.** The Board of Aldermen finds that it is in the best interest of the City to approve Change Order No. 3, attached hereto as **Exhibit A** and incorporated herein, and that such approval fulfills a public purpose and will further the growth of the City, facilitate the development of the entire Horizons site, improve the environment of the City, foster increased economic activity within the City, increase employment opportunities within the City, and otherwise is in the best interests of the City, by furthering the health, safety, and welfare of its residents and taxpayers, and the Board of Aldermen does hereby approve Change Order No. 3 to increase the authorized expenditure to Hoy by an additional Nine Thousand One Hundred Seventy-One and 62/100 Dollars (\$9,171.62), for a total amount to be paid pursuant to the Project Agreement not to exceed One Million Seven Hundred Eighty-Six Thousand Seven Hundred Eleven and 17/100 Dollars (\$1,786,711.17).

**SECTION 2 – AUTHORITY GRANTED.** The City hereby authorizes the City Administrator and the City Engineer to execute and deliver Change Order No. 3, consistent with the terms of this Ordinance and Missouri law, and hereby authorizes the Mayor, the City Administrator, Special Counsel to the City and other appropriate City officials to take any and all actions as may be deemed necessary or convenient to carry out and comply with the intent of this Ordinance and to execute and deliver for, and on behalf of, the City all certificates, instruments, agreements and other documents, as may be necessary or convenient to perform all matters herein authorized. Further, the City Administrator is hereby authorized to expend an additional Nine Thousand One Hundred Seventy-One and 62/100 Dollars (\$9,171.62), for a total amount to be paid pursuant to the Project Agreement not to exceed One Million Seven Hundred Eighty-Six Thousand Seven Hundred Eleven and 17/100 Dollars (\$1,786,711.17).

**SECTION 3 – EFFECTIVE DATE.** This Ordinance shall be in full force and effect from and after its passage and approval.

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**BE IT REMEMBERED** that the above was read two times by heading only, **PASSED AND APPROVED** by a majority of the Board of Aldermen and **APPROVED** by the Mayor of the City of Riverside, Missouri, this 6<sup>th</sup> day of October 2020.

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Kathleen L. Rose, Mayor

ATTEST:

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Robin Kincaid, City Clerk

**EXHIBIT A**

CHANGE ORDER NO. 3 WITH COVER MEMO



*Upstream from ordinary.*

**2950 NW Vivion Road  
Riverside, Missouri 64150**

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**MEMO DATE:** September 18, 2020  
**AGENDA DATE:** October 6, 2020  
**TO:** Mayor and Board of Aldermen  
**FROM:** Travis Hoover  
**RE:** Change Order 3: HOY EXCAVATING, LLC  
2019 Mattox & 39<sup>th</sup> Project (618-227)

**BACKGROUND:** This change order is for an additional \$9,171.62. This was for additional work performed adding a second entrance along 39<sup>th</sup> St at doorLink's request.

**BUDGETARY IMPACT:** \$9,171.62 would be authorized for budget year 2020-2021.

Original Contract Amount	\$ 1,754,468.00
Total of Previous Changes	\$ 23,071.55
Total this Change Order	\$ 9,171.62
Current Contract Total	\$ 1,786,711.17

**RECOMMENDATION:** Staff recommends approval of the ordinance and acceptance of the change order with Hoy Excavating, LLC.



CHANGE ORDER NO. 3

Date Prepared: 9/18/2020

Contractor Name: Hoy Excavating, LLC

Project Name: 2019 Mattox & 39th Project  
Project Number: 618-227  
Contract Date: 4/25/2019  
Project Location: Riverside, Missouri

Page Number: 1 of 1  
# of Pgs Attached: 0

The following changes to the original contract amount were required to cover cost incurred by the Contractor or to reflect savings realized by the Contractor as a result of a change in the actual constructed quantities from the estimated quantities shown on the Bid Proposal.

REQUIRED CHANGES IN PRESENT CONTRACT

Line Item No.	Contract or Previous Quantity	Contract or Previous Unit Price	Contract or Previous Amount	Unit	Item Description & Reason for Change Order (Please describe item below and then follow with reason for Change Order) 1) Requested by City 2) Unknown Site Conditions 3) Not Incorporated in plans/specs	New or Adjusted Quantity	New or Adjusted Unit Price	New or Adjusted Amount
n/a	0.0	\$0.00	\$0.00	1	Change order request #3, dated 09/17/2020 - see attached for details	1.00	\$9,171.62	\$9,171.62
			\$0.00					\$0.00
			\$0.00					\$0.00
			\$0.00					\$0.00
			\$0.00					\$0.00
			\$0.00					\$0.00
Previous Total			\$0.00					\$0.00
							Adjusted Total	\$9,171.62
							Net Change	\$9,171.62

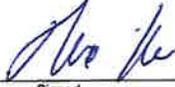
Statement of Contract

Original Contract Amount	\$1,754,468.00
Net Amount of Previous Additions and Deductions	\$23,071.55
Net Contract Amount Prior to This Request	\$1,777,539.55
Amount of This Request	\$9,171.62
New Contract Amount	\$1,786,711.17
Percent Change in Contract Amount	0.52%

DESIGN ENGINEER:

Company: \_\_\_\_\_  
Name Printed: \_\_\_\_\_  
Signed: \_\_\_\_\_  
Date: \_\_\_\_\_

CITY OF RIVERSIDE, MISSOURI:

City Engineer: Travis Hoover  9-18-20  
Signed \_\_\_\_\_ Date \_\_\_\_\_

City Administrator: Brian Koral \_\_\_\_\_  
Signed \_\_\_\_\_ Date \_\_\_\_\_

CONTRACTOR:

CONTRACTOR'S Certification for Change Order:

The undersigned CONTRACTOR certifies that all changes described above are necessary in order for the CONTRACTOR to proceed with execution of the contract documents, and that the values stated above are correct with respect to the work anticipated under this change order.

Company: Hoy Excavating  
Name Printed: Benny Hoy  
Signed:   
Date: 9-18-20

ON-SITE PROJECT MANAGER:

ON-SITE PROJECT MANAGER Certification for Change Order:

In accordance with the Contract Documents, the on-site observations, and the data comprising this change order, the on-site project manager certifies to the Owner that to the best of the on-site project manager's knowledge, information and belief the above referenced changes are necessary in order to proceed with the execution of the contract documents, and that the values stated above are correct with respect to the work anticipated under this change order

Company: \_\_\_\_\_  
Name Printed: \_\_\_\_\_  
Signed: \_\_\_\_\_  
Date: \_\_\_\_\_





2950 NW Vivion Road  
Riverside, Missouri 64150

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**AGENDA DATE:** 2020-10-6  
**TO:** Mayor and Board of Aldermen  
**FROM:** Human Resources Manager, Amy Strough  
**RE:** Hiring Ordinance – Jason Ketter

**Position Information**

This hire will fill the newly created position of IT Manager in the Finance Department.

**Hiring Recommendation**

Staff recommends approving the following hire:

**Candidate:** Jason Ketter  
**Department:** Finance  
**Open Position:** ITManager  
**FLSA Status:** Full-Time, Exempt  
**Starting Wage:** \$43.75/hr = \$91,000/yr  
**Incentives:** Cell Reimbursement & College Incentive  
**Expected Start Date:** November 9, 2020

This individual has passed all required pre-employment testing and is considered to be a qualified candidate for this position.

**AN ORDINANCE AUTHORIZING THE EMPLOYMENT OF JASON KETTER AS A FULL-TIME IT MANAGER IN THE FINANCE DEPARTMENT AND ESTABLISHING A SALARY AND START DATE FOR SUCH EMPLOYEE**

**WHEREAS**, City Code Section 110.070 provides for the appointment of employees of the City by the City Administrator with approval of the Mayor and Board of Aldermen; and

**WHEREAS**, City Code Section 110.140 provides for the establishment of the salary of non-elected employees of the City by ordinance; and

**WHEREAS**, the Board of Aldermen find it is in the best interest of the City to approve the appointment of Jason Ketter as IT Manager in the Finance Department as provided herein;

**NOW THEREFORE, BE IT ORDAINED BY THE BOARD OF ALDERMEN OF THE CITY OF RIVERSIDE, MISSOURI, AS FOLLOWS:**

**SECTION 1 – HIRING OF EMPLOYEE.** Jason Ketter is hereby employed as IT Manager in the Finance Department.

**SECTION 2 – STARTING SALARY.** The starting salary for this position shall be set at \$91,000 per year. The salary shall thereafter be adjusted according to the annual budget and the personnel policies and procedures of the City as may be adopted from time to time.

**SECTION 3 - REPEAL OF ORDINANCES IN CONFLICT.** All ordinances or parts of ordinances in conflict with this ordinance are hereby repealed.

**SECTION 4 – SEVERABILITY CLAUSE.** The provisions of this ordinance are severable and if any provision hereof is declared invalid, unconstitutional or unenforceable, such determination shall not affect the validity of the remainder of this ordinance.

**SECTION 5 – EFFECTIVE DATE.** This ordinance shall be in full force and effect as of October 7, 2020.

**BE IT REMEMBERED** that the above was read two times by heading only, passed and approved by a majority of the Board of Aldermen and **APPROVED** by the Mayor of the City of Riverside, Missouri, this 6th day of October 2020.

\_\_\_\_\_  
Kathleen L. Rose, Mayor

ATTEST:

\_\_\_\_\_  
Robin Kincaid, City Clerk



2950 NW Vivion Road  
Riverside, Missouri 64150

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**AGENDA DATE:** 2020-10-6  
**TO:** Mayor and Board of Aldermen  
**FROM:** Human Resources Manager, Amy Strough  
**RE:** Hiring Ordinance – John Maxwell

**Position Information**

This hire will fill one of the part-time positions in the Police Department that is currently vacant.

**Hiring Recommendation**

Staff recommends approving the following hire:

**Candidate:** John Maxwell  
**Department:** Police  
**Open Position:** Police Officer  
**FLSA Status:** Part-Time, Non-Exempt  
**Starting Wage:** \$19.30/hr  
**Incentives:** ineligible  
**Benefits:** ineligible  
**Expected Start Date:** October 7, 2020

This individual has passed all required pre-employment testing and is considered to be a qualified candidate for this position.

**AN ORDINANCE AUTHORIZING THE EMPLOYMENT OF JOHN MAXWELL AS A PART-TIME POLICE OFFICER IN THE POLICE DEPARTMENT AND ESTABLISHING A SALARY AND START DATE FOR SUCH EMPLOYEE**

**WHEREAS**, City Code Section 110.070 provides for the appointment of employees of the City by the City Administrator with approval of the Mayor and Board of Aldermen; and

**WHEREAS**, City Code Section 110.140 provides for the establishment of the salary of non-elected employees of the City by ordinance; and

**WHEREAS**, the Board of Aldermen find it is in the best interest of the City to approve the appointment of John Maxwell as Police Officer in the Police Department as provided herein;

**NOW THEREFORE, BE IT ORDAINED BY THE BOARD OF ALDERMEN OF THE CITY OF RIVERSIDE, MISSOURI, AS FOLLOWS:**

**SECTION 1 – HIRING OF EMPLOYEE.** John Maxwell is hereby employed as a Police Officer in the Police Department.

**SECTION 2 – STARTING SALARY.** The starting salary for this position shall be set at \$19.30 per hour. The salary shall thereafter be adjusted according to the annual budget and the personnel policies and procedures of the City as may be adopted from time to time.

**SECTION 3 - REPEAL OF ORDINANCES IN CONFLICT.** All ordinances or parts of ordinances in conflict with this ordinance are hereby repealed.

**SECTION 4 – SEVERABILITY CLAUSE.** The provisions of this ordinance are severable and if any provision hereof is declared invalid, unconstitutional or unenforceable, such determination shall not affect the validity of the remainder of this ordinance.

**SECTION 5 – EFFECTIVE DATE.** This ordinance shall be in full force and effect as of October 7, 2020.

**BE IT REMEMBERED** that the above was read two times by heading only, passed and approved by a majority of the Board of Aldermen and **APPROVED** by the Mayor of the City of Riverside, Missouri, this 6th day of October 2020.

\_\_\_\_\_  
Kathleen L. Rose, Mayor

ATTEST:

\_\_\_\_\_  
Robin Kincaid, City Clerk

**A RESOLUTION APPROVING AN AGREEMENT FOR ENGINEERING SERVICES BETWEEN THE CITY OF RIVERSIDE MISSOURI AND MCCLURE**

**WHEREAS**, the City of Riverside, Missouri, (the “City”) desires to retain the services of an engineering firm whose duties and responsibilities would include those of an on-call City Engineer; and

**WHEREAS**, Missouri law establishes a policy that selection of an engineering firm is to be based upon competence and qualification, followed by negotiation of fair and reasonable prices; and

**WHEREAS**, the City issued a Request for Qualifications for Engineering Services; and

**WHEREAS**, the City received seventeen (17) Statements of Qualifications in response; and

**WHEREAS**, McClure (“McClure”), an Iowa corporation, submitted a Statement of Qualification; and

**WHEREAS**, the City Engineer, Community Development Director, Public Works Director, & Capital Projects and Parks Manager, reviewed the statements and conducted interviews with four firms and determined that Olsson was qualified; and

**WHEREAS**, an Agreement for Engineering Services (the “Agreement”) (“Attachment 1” attached hereto and incorporated herein) was then prepared that is structured so that the base agreement provides for generalized, on-call services, while more specific services required, will be authorized in the form of a Task Order which will be individually approved by the Board of Aldermen, and they set forth specific scope of services, compensation, scheduling, and other necessary terms as dependent upon the nature of the project and work requested; and

**WHEREAS**, the staff recommends to the Board the passage and approval of this resolution approving the Agreement and;

**WHEREAS**, the AGREEMENT fulfills a public purpose, will further the growth of the City, facilitate the orderly development of the City, improve the environment of the City, foster increased economic activity within the City, increase employment opportunities within the City, enable the City to direct development, and otherwise is in the best interest of the City by furthering the health, safety, and welfare of its residents and taxpayers.

**NOW THEREFORE, BE IT RESOLVED BY THE BOARD OF ALDERMEN OF THE CITY OF RIVERSIDE, MISSOURI, AS FOLLOWS:**

**SECTION 1. AGREEMENTS APPROVED.** It is in the best interest of the City, in order to further the objectives of industrial and economic development of the City, and to further the health, safety, and welfare of its residents, businesses and taxpayers to APPROVE the Agreement for Engineering Services (the “Agreement”) (“Attachment 1” attached hereto and incorporated herein).

**SECTION 2. AUTHORITY TO EXECUTE.** The Mayor, City Administrator, and all other required city officials are authorized to execute the AGREEMENT authorized herein together with any and all documents necessary or incidental to the performance thereof and to take such

**RESOLUTION NO. R-2020-095**

other actions as may be deemed lawful, necessary and/or convenient to carry out and comply with the intent of this Resolution.

**SECTION 3. SEVERABILITY CLAUSE.** The provisions of this resolution are severable and if any provision hereof is declared invalid, unconstitutional or unenforceable, such determination shall not affect the validity of the remainder of this resolution.

**SECTION 4. EFFECTIVE DATE.** This Resolution shall be in full force and effect from and after the date of its passage and approval.

**BE IT REMEMBERED** that the above was **PASSED AND APPROVED** by a majority of the Board of Aldermen, and **APPROVED** by the Mayor of the City of Riverside, Missouri, this 6<sup>th</sup> day of October 2020.

---

Kathleen L. Rose, Mayor

ATTEST:

---

Robin Kincaid, City Clerk

## **AGREEMENT FOR ENGINEERING SERVICES**

**THIS AGREEMENT** is entered into as of the **6th day of October, 2020** (the “Effective Date”), by and between McClure, an Iowa corporation having an office at 1700 Swift St, Suite 100, North Kansas City, Missouri 64116 (the “Consultant”) and the City of Riverside, Missouri, a Missouri municipal corporation (the “City”).

**WHEREAS**, the City desires to engage the Consultant to provide services to the City regarding engineering services as more fully described in Exhibit A, entitled “Project Services” attached hereto and incorporated herein by reference.

**NOW, THEREFORE**, in consideration of the promises and mutual covenants between the parties and for other good and valuable consideration the receipt of which is acknowledged by the parties, they agree as follows.

### **1. Term of Agreement.**

This non-exclusive Agreement shall begin as of the Effective Date and shall continue until terminated as provided herein.

### **2. Scope of Services.**

A. *General.* The Consultant shall provide the Project Services described in Exhibit A. The Consultant is solely responsible for payment of wages, salaries, fringe benefits and other compensation of, or claimed by, the Consultant’s personnel in the performance of the Project Services, including, without limitation, contributions to any employee benefit plans and all payroll taxes.

B. *Project Specific.* In addition to the Project Services to be provided pursuant to this Agreement, the City may task the Consultant to provide additional professional engineering services on a project-specific basis. In the event the Consultant is tasked to provide such services, the City and the Consultant shall acknowledge a separate Task Order in the form attached hereto as Exhibit C in its substantial form, which describes the scope of services to be provided by the Consultant and the City, providing for compensation for services to be provided by the Consultant, and providing completion times for said services, and any other necessary matters. The compensation to be paid the Consultant pursuant to any supplemental agreement shall be at the rates set forth in Exhibit B attached hereto and incorporated herein by reference unless otherwise agreed in the Task Order. In no event is any work in excess of that described in Exhibit A authorized by this Agreement without the City and the Consultant first entering into a Task Order.

### **3. Compensation and Invoices.**

A. The City agrees to compensate the Consultant in accordance with the Compensation Schedule contained in Exhibit B.

B. The City will pay all proper invoices within thirty (30) days of receipt. The following establishes the invoice procedure:

1. All invoices shall contain a narrative entry sufficient to describe the work or task performed and an indication of the person and job classification who performed the work.
2. The Consultant shall not charge the City more than \$0.10 per page (for 8 ½ x 11” paper). If an outside copying job (e.g., FedEx Office) is required, Consultant shall only bill the actual cost incurred for photocopying with no markup.
3. All other out-of-pocket expenses will be for actual cost only with no markup (includes meals, hotels, courier, printing of plan sheets, special delivery, etc.).

C. The City shall have the right to withhold payment to Consultant for any work not completed in a satisfactory manner until such time as Consultant modifies such work to the satisfaction of the City.

#### **4. The City’s Responsibilities.**

The City shall give prompt notice to the Consultant of any matters of which the City becomes aware that may affect the Project Services of the Consultant. The City shall cooperate with the Consultant in performing the Project Services by making available at reasonable times and places relevant City documents and pertinent City officers and employees to advise, assist, consult and direct the Consultant. The City shall examine documents submitted by the Consultant and render decisions promptly as may be required.

#### **5. Insurance.**

A. General Provisions. Consultant shall file (by the Effective Date) with the City evidence of liability insurance that is consistent with the amounts set forth below.

B. Limits and Coverage.

1. A policy of insurance for Commercial General Liability Coverage shall be provided in the aggregate amount of not less than \$2,000,000 for all claims and \$1,000,000 per occurrence. A policy of insurance for Automobile Liability Coverage shall also be provided in the amount of not less than \$1,000,000 on a combined single limit. The City shall be listed as an additional insured as respects both policies. Neither policy shall not be cancelled, or materially modified so as to be out of compliance with the requirements of this section, or not renewed without thirty (30) days advance written notice of such event being given to the City.
2. The Consultant shall obtain and maintain Workers’ Compensation Insurance for a limit of \$500,000 for all of their respective employees, and in case any work is sublet, the Consultant shall require any subcontractors to provide Workers’ Compensation insurance for all subcontractor’s employees, in compliance with Missouri law. The Consultant hereby indemnifies the City for any damage resulting to it from failure of either the Consultant or any contractor or subcontractor to obtain and maintain such insurance. The Consultant shall provide the City with a certificate of insurance indicating Workers’ Compensation coverage by the Effective Date.

3. Professional Liability Insurance covering claims resulting from engineering and surveying errors and omissions with a limit of \$1,000,000 per occurrence and \$2,000,000 aggregate.

**6. Termination.**

Any party may terminate this Agreement at any time, with or without cause, by giving thirty (30) days' notice to the other party in writing. In the event of termination, all finished or unfinished reports, or other material prepared by the Consultant pursuant to this Agreement, shall be provided to the City. Upon termination the City shall pay Consultant for all services rendered and costs incurred up through the termination date for any satisfactory work completed on the project prior to the date of termination.

**7. Relationship of Parties.**

It is the intent of the parties that the Consultant shall be an independent contractor in its capacity hereunder. Nothing herein shall be construed to create an employer-employee relationship. All services performed pursuant to this Agreement shall be performed by the Consultant as an independent contractor. The Consultant shall not have the power to bind or obligate the City except as set forth in this Agreement or as otherwise approved by the City in writing.

**8. Notices.**

Any notice, approval or other communication between the City and the Consultant pursuant to this Agreement shall be made in writing and shall be deemed to be effective upon receipt or refusal of service and may be given by personal delivery, courier, reliable overnight delivery or deposit in the United States mail, postage prepaid, registered or certified, return receipt requested, to the address specified below or to such other address as may later be designated by written notice of the other party:

The City:

City of Riverside  
Attn: Travis Hoover, City Engineer  
2950 NW Vivion Road  
Riverside, Missouri 64150  
thoover@riversidemo.com

McClure:

McClure  
Attn: Matt Eblen  
1700 Swift St, Suite 100,  
North Kansas City, Missouri 64116  
MEblen@mecresults.com

Nothing contained in this section shall be construed to restrict the transmission of routine communications between representatives of the City and the Consultant.

**9. Disputes.**

In the event of a dispute between the City and the Consultant arising out of or related to this Agreement, the aggrieved party shall notify the other parties of the dispute within a reasonable time after such dispute arises in an effort to resolve the dispute by direct negotiation or mediation. During the pending of any dispute, the parties shall continue diligently to fulfill their respective obligations hereunder.

**10. Waiver.**

A waiver by any party of any breach of this Agreement by any other party shall only be in writing. Such a waiver shall not affect the waiving party's rights with respect to any other or further breach or the same kind of breach on another occasion.

**11. Severability.**

The invalidity, illegality, or unenforceability of any provision of this Agreement or the occurrence of any event rendering any portion or provision of this Agreement void shall in no way affect the validity or enforceability of any other portion or provision of this Agreement. Any invalid, illegal or unenforceable provision shall be deemed severed from this Agreement, and the balance of this Agreement shall be construed and enforced as if it did not contain the particular portion or provision held to be invalid, illegal or unenforceable. The parties further agree to amend this Agreement to replace any stricken provision with a valid, legal and enforceable provision that comes as close as possible to the intent of the stricken provision. The provisions of this Section shall not prevent this entire Agreement from being invalidated should a provision which is of the essence of this Agreement be determined to be invalid, illegal or unenforceable.

**12. Entire Agreement; Governing Law.**

This Agreement constitutes the entire and integrated agreement between the parties with respect to the subject matter hereof and supersedes all prior and contemporaneous agreements and negotiations with respect thereto. This Agreement may be amended only by a written instrument signed by all parties. This Agreement shall be governed by the laws of the State of Missouri. In the event this Agreement is litigated, venue shall be proper only in the Circuit Court of Platte County, Missouri.

**13. Counterparts.**

This Agreement may be executed in separate counterparts.

**14. Assignment.**

Neither the City nor the Consultant shall assign any rights or duties under this Agreement without the prior written consent of the other party, which consent may be granted or withheld in such other party's absolute discretion. Nothing contained in this Section shall prevent the Consultant from engaging independent consultants, associates, and subcontractors to assist in performance of the Project Services, provided however, in the event Consultant employs independent consultants, associates, and subcontractors to assist in performing the Project Services, Consultant shall be solely responsible for the negligent performance of the independent consultants, associates, and subcontractors so employed. Each party binds itself and its successors and assigns to all provisions of this Agreement.

**15. No Third Party Rights.**

The provisions of this Agreement shall not be deemed to create any third party benefit hereunder for any member of the public or to authorize any one, not a party hereto, to maintain suit pursuant to the terms of this Agreement.

**16. Opinions of Cost.**

Consultant's opinion of probable construction costs shall be made on the basis of experience and qualification as a professional engineer, but Consultant does not warrant or guarantee that proposals, bids, or actual costs will not vary from Consultant's costs estimates.

**17. Good Faith Efforts and Cooperation.**

The parties agree to use good faith efforts in a professional manner in the performance of their services and covenants in this Agreement and to cooperate at all times and coordinate their activities as necessary during the Term of this Agreement to assist in performance of the Project Services and to ensure performance of the Project Services in an efficient and timely manner.

**18. Authority.**

Each party represents to the other parties that it has the power and authority to enter into this Agreement and that the person(s) executing it on its behalf has the power to do so and to bind it to the terms of this Agreement. The Consultant represents that it has taken all action necessary or appropriate to authorize it to execute, deliver and perform this Agreement and to cause it to be binding upon the Consultant.

**19. Covenant Against Contingent Fees.**

The Consultant warrants that the Consultant has not employed or retained any company or person, other than a bona fide employee working for the Consultant, to solicit or secure this Agreement, and that Consultant has not paid or agreed to pay any company or person, other than a bona fide employee, any fee, commission, percentage, brokerage fee, gifts, or any other consideration contingent upon or resulting from the award or making of this Agreement. For breach or violation of this warranty, the City shall have the right to annul this Agreement without liability or, at its discretion, to deduct from the contract price or consideration, or otherwise recover, the full amount of such fee, commission, percentage, brokerage fee, gift, or contingent fee.

**20. Ownership of Documents.**

Payment by City to Consultant as provided herein shall vest in City title to all drawings, sketches, studies, analyses, reports, models, and other paper, documents, computer files, and material produced by Consultant exclusively for the Project Services performed pursuant to this Agreement up to the time of such payments, and the right to use the same without other or further compensation, provided that any use for another purpose shall be without liability to the Consultant. Upon completion of the Project Services, Consultant shall deliver to City possession of all records pertaining to the Project Services.

**21. Compliance with Laws.**

Consultant shall comply with all federal, state, and local laws, ordinances, and regulations applicable to the Project Services. Consultant shall secure all licenses, permits, etc. from public and private sources necessary for the fulfillment of its obligations under this Agreement.

**22. Consultant's Endorsement.**

Consultant shall endorse as necessary all plans, specifications, estimates, and engineering data furnished by it.

**23. Indemnification and Hold Harmless.**

Consultant shall indemnify and hold harmless City and its officers, employees, elected or appointed officials, and attorneys, each in their official and individual capacities, from and against judgments, damages, losses, expenses, including reasonable attorneys' fees, to the extent caused by the negligent acts, errors, omissions, or willful misconduct of Consultant, or its employees, or subcontractors, in the performance of Consultant's duties under this Agreement, or any supplements or amendments thereto.

**24. Professional Responsibility.**

Consultant will exercise reasonable skill, care, and diligence in the performance of its services in accordance with customarily accepted professional engineering practices. If Consultant fails to meet the foregoing standard, Consultant will perform at its own cost, and without reimbursement from City, the professional engineering services necessary to correct errors and omissions that are caused by Consultant's failure to comply with above standard.

**25. Tax Exempt.**

City and its agencies are exempt from State and local sales taxes. Sites of all transactions derived from this Agreement shall be deemed to have been accomplished within the State of Missouri.

**26. Safety.**

In the performance of the Project Services, Consultant shall comply with the applicable provisions of the Federal Occupational Safety and Health Act, as well as any pertinent federal, state and/or local safety or environmental codes.

**27. Anti-Discrimination Clause.**

Consultant and its agents, employees, or subcontractors shall not in any way, directly or indirectly, discriminate against any person because of age, race, color, handicap, sex, national origin, or religious creed.

**28. Force Majeure.**

Neither party will be liable for inadequate performance to the extent caused by a condition (for example, natural disaster, act of terrorism, riot, labor condition) that was beyond the party's reasonable control.

**IN WITNESS WHEREOF**, the Consultant and the City have executed this Agreement as of the Effective Date.

(rest of page intentionally left blank)

**MCCLURE:**

By: 

Name: Mike Kellam

Title: Vice President

Dated: 10-2-20

**CITY OF RIVERSIDE, MISSOURI:**

By: \_\_\_\_\_

Name: Kathleen L. Rose

Title: Mayor

Dated: \_\_\_\_\_

ATTEST: \_\_\_\_\_  
Robin Kincaid, City Clerk

By: \_\_\_\_\_

Name: Brian Koral

Title: City Administrator

Dated: \_\_\_\_\_

**WORK AUTHORIZATION AFFIDAVIT PURSUANT TO 285.530, RSMo**

STATE OF MISSOURI            )  
  ) ss.  
COUNTY OF \_\_\_\_\_)

BEFORE ME, the undersigned authority, personally appeared \_\_\_\_\_, who, being duly sworn, states on his oath or affirmation as follows:

1. My name is Mike Kellam and I am currently the Vice President of McClure (hereinafter "Contractor"), whose business address is 1700 Swift Street, Suite 100, North Kansas City, MO 64116, and I am authorized to make this Affidavit.

2. I am of sound mind and capable of making this Affidavit, and am personally acquainted with the facts stated herein.

3. Consultant is enrolled in and participates in a federal work authorization program with respect to the employees working in connection with the provision of Engineering Services.

4. Consultant does not knowingly employ any person who is an unauthorized alien in connection with the contracted services set forth above.

\_\_\_\_\_  
Affiant  
  
Mike Kellam  
\_\_\_\_\_  
Printed Name

Subscribed and sworn to before me this \_\_\_\_\_ day of \_\_\_\_\_, 2020.

\_\_\_\_\_  
Notary Public

**EXHIBIT A**  
**Project Services**

Perform on-call consulting engineer services, including but not limited to:

- Participate in discussions and meetings with City Staff, Board of Aldermen and other boards or commissions;
- Perform general day-to-day functions that are not typically project specific as directed by the City Administrator or his designee;
- Provide as-needed support to the City's Code Enforcement program;
- Provide as-needed support to the Community Development Department;
- Provide as-needed support to the City Engineer & Department of Public Works;
- Provide as-needed support to the City Administrator.

EXHIBIT 'B'  
 McCLURE ENGINEERING COMPANY  
 HOURLY RATE SCHEDULE  
 (Effective through December 31, 2020)

<u>PERSONNEL</u>	<u>HOURLY RATE</u>
Administrative .....	\$80.00
Client Liaison .....	\$180.00
Engineer I .....	\$110.00
Engineer II .....	\$140.00
Engineer III .....	\$170.00
Engineer IV .....	\$210.00
Project Manager I .....	\$170.00
Project Manager II .....	\$195.00
Project Coordinator .....	\$90.00
Principal .....	\$250.00
Senior Principal .....	\$295.00
Community Planner I .....	\$135.00
Community Planner II .....	\$225.00
Landscape Architect I .....	\$100.00
Landscape Architect II .....	\$135.00
Engineering Tech I .....	\$85.00
Engineering Tech II .....	\$105.00
Engineering Tech III .....	\$125.00
Engineering Tech IV .....	\$160.00
Land Surveyor I .....	\$130.00
Land Surveyor II .....	\$160.00
On-Site Representative I (OSR I) .....	\$105.00
On-Site Representative II (OSR II) .....	\$145.00
Crew Chief (CC) .....	\$120.00
Crew Member (CM) .....	\$90.00
Intern .....	\$70.00
Survey Crew .....	\$200.00

EQUIPMENT

3D Scanner per Scan .....	\$30.00
UAV per Flight .....	\$125.00
Sonar Boat .....	\$125.00

MISCELLANEOUS EXPENSES

Survey Vehicle Mileage .....	\$0.70/Mile
Automobile Mileage (at current IRS rate) .....	Current IRS Rate
Printing .....	Per Contract
Survey Supplies (Hubs, Lath, Paint, Nails, etc.) .....	Per Contract
Out-of-Pocket Expenses (Meals, Hotels, etc.) .....	Per Contract

Exhibit C

Form of Task Order

**Task Order Number \_\_\_\_  
For Engineering Services**

This Task Order is entered into as of the \_\_\_\_\_, 20\_\_ (the “Effective Date”), by and between McClure, an Iowa corporation having an office at 1700 Swift St, Suite 100, North Kansas City, Missouri 64116 (the “Consultant”) and the City of Riverside, Missouri, a Missouri municipal corporation (the “City”).

**WHEREAS**, the City has engaged Consultant to provide engineering services pursuant to the Agreement for Engineering Services dated \_\_\_\_\_, 20\_\_ pursuant to which the City may task the Consultant to provide additional professional engineering services on a project-specific basis by acknowledging a separate Task Order.

**NOW, THEREFORE**, in consideration of the promises and mutual covenants between the parties and for other good and valuable consideration the receipt of which is acknowledged by the parties, they agree as follows:

1. **Incorporation of Base Agreement.** This Task Order is subject to all terms and conditions contained in the Agreement for Engineering Services dated \_\_\_\_\_, 20\_\_, that are not inconsistent with the specific terms contained herein, and the Agreement for Engineering Services dated \_\_\_\_\_, 20\_\_, between the parties is incorporated herein as if set forth in full by this reference.
2. **Scope of Services.** The Scope of Services pursuant to this Task Order are as contained in Exhibit A.
3. **Term.** Consultant shall begin work pursuant to this Task Order upon its Effective Date, and shall [continue until otherwise completed or this Task Order is terminated] [be completed by final acceptance of the project as approved by the City].
4. **Compensation.** Unless compensation is set forth in this Task Order, compensation shall be as provided in the Agreement for Engineering Services dated \_\_\_\_\_, 20\_\_, between the parties.
5. **Project Schedule.**

**IN WITNESS WHEREOF**, the Consultant and the City have executed this Agreement as of the Effective Date.

**MCCLURE:**

**CITY OF RIVERSIDE, MISSOURI:**

By: \_\_\_\_\_

By: \_\_\_\_\_

Name: \_\_\_\_\_

Name: Kathleen L. Rose

Title: \_\_\_\_\_

Title: Mayor

Dated: \_\_\_\_\_

Dated: \_\_\_\_\_

ATTEST: \_\_\_\_\_  
Robin Kincaid, City Clerk

By: \_\_\_\_\_

Name: Brian Koral

Title: City Administrator

Dated: \_\_\_\_\_

**A RESOLUTION APPROVING AN AGREEMENT FOR ENGINEERING SERVICES BETWEEN THE CITY OF RIVERSIDE MISSOURI AND OLSSON**

**WHEREAS**, the City of Riverside, Missouri, (the “City”) desires to retain the services of an engineering firm whose duties and responsibilities would include those of an on-call City Engineer; and

**WHEREAS**, Missouri law establishes a policy that selection of an engineering firm is to be based upon competence and qualification, followed by negotiation of fair and reasonable prices; and

**WHEREAS**, the City issued a Request for Qualifications for Engineering Services; and

**WHEREAS**, the City received seventeen (17) Statements of Qualifications in response; and

**WHEREAS**, Olsson (“Olsson”), a Nebraska corporation, submitted a Statement of Qualification; and

**WHEREAS**, the City Engineer, Community Development Director, Public Works Director, & Capital Projects and Parks Manager, reviewed the statements and conducted interviews with four firms and determined that Olsson was qualified; and

**WHEREAS**, an Agreement for Engineering Services (the “Agreement”) (“Attachment 1” attached hereto and incorporated herein) was then prepared that is structured so that the base agreement provides for generalized, on-call services, while more specific services required, will be authorized in the form of a Task Order which will be individually approved by the Board of Aldermen, and they set forth specific scope of services, compensation, scheduling, and other necessary terms as dependent upon the nature of the project and work requested; and

**WHEREAS**, the staff recommends to the Board the passage and approval of this resolution approving the Agreement and;

**WHEREAS**, the AGREEMENT fulfills a public purpose, will further the growth of the City, facilitate the orderly development of the City, improve the environment of the City, foster increased economic activity within the City, increase employment opportunities within the City, enable the City to direct development, and otherwise is in the best interest of the City by furthering the health, safety, and welfare of its residents and taxpayers.

**NOW THEREFORE, BE IT RESOLVED BY THE BOARD OF ALDERMEN OF THE CITY OF RIVERSIDE, MISSOURI, AS FOLLOWS:**

**SECTION 1. AGREEMENTS APPROVED.** It is in the best interest of the City, in order to further the objectives of industrial and economic development of the City, and to further the health, safety, and welfare of its residents, businesses and taxpayers to APPROVE the Agreement for Engineering Services (the “Agreement”) (“Attachment 1” attached hereto and incorporated herein).

**SECTION 2. AUTHORITY TO EXECUTE.** The Mayor, City Administrator, and all other required city officials are authorized to execute the AGREEMENT authorized herein together with any and all documents necessary or incidental to the performance thereof and to take such

**RESOLUTION NO. R-2020-096**

other actions as may be deemed lawful, necessary and/or convenient to carry out and comply with the intent of this Resolution.

**SECTION 3. SEVERABILITY CLAUSE.** The provisions of this resolution are severable and if any provision hereof is declared invalid, unconstitutional or unenforceable, such determination shall not affect the validity of the remainder of this resolution.

**SECTION 4. EFFECTIVE DATE.** This Resolution shall be in full force and effect from and after the date of its passage and approval.

**BE IT REMEMBERED** that the above was **PASSED AND APPROVED** by a majority of the Board of Aldermen, and **APPROVED** by the Mayor of the City of Riverside, Missouri, this 6<sup>th</sup> day of October, 2020.

---

Kathleen L. Rose, Mayor

ATTEST:

---

Robin Kincaid, City Clerk

## **AGREEMENT FOR ENGINEERING SERVICES**

**THIS AGREEMENT** is entered into as of the **6th day of October, 2020** (the “Effective Date”), by and between Olsson, a Nebraska corporation having an office at 1301 Burlington St, Suite 100, North Kansas City, Missouri 64116 (the “Consultant”) and the City of Riverside, Missouri, a Missouri municipal corporation (the “City”).

**WHEREAS**, the City desires to engage the Consultant to provide services to the City regarding engineering services as more fully described in Exhibit A, entitled “Project Services” attached hereto and incorporated herein by reference.

**NOW, THEREFORE**, in consideration of the promises and mutual covenants between the parties and for other good and valuable consideration the receipt of which is acknowledged by the parties, they agree as follows.

### **1. Term of Agreement.**

This non-exclusive Agreement shall begin as of the Effective Date and shall continue until terminated as provided herein.

### **2. Scope of Services.**

A. *General.* The Consultant shall provide the Project Services described in Exhibit A. The Consultant is solely responsible for payment of wages, salaries, fringe benefits and other compensation of, or claimed by, the Consultant’s personnel in the performance of the Project Services, including, without limitation, contributions to any employee benefit plans and all payroll taxes.

B. *Project Specific.* In addition to the Project Services to be provided pursuant to this Agreement, the City may task the Consultant to provide additional professional engineering services on a project-specific basis. In the event the Consultant is tasked to provide such services, the City and the Consultant shall acknowledge a separate Task Order in the form attached hereto as Exhibit C in its substantial form, which describes the scope of services to be provided by the Consultant and the City, providing for compensation for services to be provided by the Consultant, and providing completion times for said services, and any other necessary matters. The compensation to be paid the Consultant pursuant to any supplemental agreement shall be at the rates set forth in Exhibit B attached hereto and incorporated herein by reference unless otherwise agreed in the Task Order. In no event is any work in excess of that described in Exhibit A authorized by this Agreement without the City and the Consultant first entering into a Task Order.

### **3. Compensation and Invoices.**

A. The City agrees to compensate the Consultant in accordance with the Compensation Schedule contained in Exhibit B.

B. The City will pay all proper invoices within thirty (30) days of receipt. The following establishes the invoice procedure:

1. All invoices shall contain a narrative entry sufficient to describe the work or task performed and an indication of the person and job classification who performed the work.
2. The Consultant shall not charge the City more than \$0.10 per page (for 8 ½ x 11” paper). If an outside copying job (e.g., FedEx Office) is required, Consultant shall only bill the actual cost incurred for photocopying with no markup.
3. All other out-of-pocket expenses will be for actual cost only with no markup (includes meals, hotels, courier, printing of plan sheets, special delivery, etc.).

C. The City shall have the right to withhold payment to Consultant for any work not completed in a satisfactory manner until such time as Consultant modifies such work to the satisfaction of the City.

#### **4. The City’s Responsibilities.**

The City shall give prompt notice to the Consultant of any matters of which the City becomes aware that may affect the Project Services of the Consultant. The City shall cooperate with the Consultant in performing the Project Services by making available at reasonable times and places relevant City documents and pertinent City officers and employees to advise, assist, consult and direct the Consultant. The City shall examine documents submitted by the Consultant and render decisions promptly as may be required.

#### **5. Insurance.**

A. General Provisions. Consultant shall file (by the Effective Date) with the City evidence of liability insurance that is consistent with the amounts set forth below.

#### **B. Limits and Coverage.**

1. A policy of insurance for Commercial General Liability Coverage shall be provided in the aggregate amount of not less than \$2,000,000 for all claims and \$1,000,000 per occurrence. A policy of insurance for Automobile Liability Coverage shall also be provided in the amount of not less than \$1,000,000 on a combined single limit. The City shall be listed as an additional insured as respects both policies. Neither policy shall not be cancelled, or materially modified so as to be out of compliance with the requirements of this section, or not renewed without thirty (30) days advance written notice of such event being given to the City.
2. The Consultant shall obtain and maintain Workers’ Compensation Insurance for a limit of \$500,000 for all of their respective employees, and in case any work is sublet, the Consultant shall require any subcontractors to provide Workers’ Compensation insurance for all subcontractor’s employees, in compliance with Missouri law. The Consultant hereby indemnifies the City for any damage resulting to it from failure of either the Consultant or any contractor or subcontractor to obtain and maintain such insurance. The Consultant shall provide the City with a certificate of insurance indicating Workers’ Compensation coverage by the Effective Date.

3. Professional Liability Insurance covering claims resulting from engineering and surveying errors and omissions with a limit of \$1,000,000 per occurrence and \$2,000,000 aggregate.

**6. Termination.**

Any party may terminate this Agreement at any time, with or without cause, by giving thirty (30) days' notice to the other party in writing. In the event of termination, all finished or unfinished reports, or other material prepared by the Consultant pursuant to this Agreement, shall be provided to the City. Upon termination the City shall pay Consultant for all services rendered and costs incurred up through the termination date for any satisfactory work completed on the project prior to the date of termination.

**7. Relationship of Parties.**

It is the intent of the parties that the Consultant shall be an independent contractor in its capacity hereunder. Nothing herein shall be construed to create an employer-employee relationship. All services performed pursuant to this Agreement shall be performed by the Consultant as an independent contractor. The Consultant shall not have the power to bind or obligate the City except as set forth in this Agreement or as otherwise approved by the City in writing.

**8. Notices.**

Any notice, approval or other communication between the City and the Consultant pursuant to this Agreement shall be made in writing and shall be deemed to be effective upon receipt or refusal of service and may be given by personal delivery, courier, reliable overnight delivery or deposit in the nited States mail, postage prepaid, registered or certified, return receipt requested, to the address specified below or to such other address as may later be designated by written notice of the other party:

The City:

City of Riverside  
Attn: Travis Hoover, City Engineer  
2950 NW Vivion Road  
Riverside, Missouri 64150  
thoover@riversidemo.com

Olsson:

Olsson  
Attn: Darren Hennen  
1301 Burlington St, Suite 100  
North Kansas City, MO 64116  
dhennen@olsson.com

Nothing contained in this section shall be construed to restrict the transmission of routine communications between representatives of the City and the Consultant.

**9. Disputes.**

In the event of a dispute between the City and the Consultant arising out of or related to this Agreement, the aggrieved party shall notify the other parties of the dispute within a reasonable time after such dispute arises in an effort to resolve the dispute by direct negotiation or mediation. During the pending of any dispute, the parties shall continue diligently to fulfill their respective obligations hereunder.

**10. Waiver.**

A waiver by any party of any breach of this Agreement by any other party shall only be in writing. Such a waiver shall not affect the waiving party's rights with respect to any other or further breach or the same kind of breach on another occasion.

**11. Severability.**

The invalidity, illegality, or unenforceability of any provision of this Agreement or the occurrence of any event rendering any portion or provision of this Agreement void shall in no way affect the validity or enforceability of any other portion or provision of this Agreement. Any invalid, illegal or unenforceable provision shall be deemed severed from this Agreement, and the balance of this Agreement shall be construed and enforced as if it did not contain the particular portion or provision held to be invalid, illegal or unenforceable. The parties further agree to amend this Agreement to replace any stricken provision with a valid, legal and enforceable provision that comes as close as possible to the intent of the stricken provision. The provisions of this Section shall not prevent this entire Agreement from being invalidated should a provision which is of the essence of this Agreement be determined to be invalid, illegal or unenforceable.

**12. Entire Agreement; Governing Law.**

This Agreement constitutes the entire and integrated agreement between the parties with respect to the subject matter hereof and supersedes all prior and contemporaneous agreements and negotiations with respect thereto. This Agreement may be amended only by a written instrument signed by all parties. This Agreement shall be governed by the laws of the State of Missouri. In the event this Agreement is litigated, venue shall be proper only in the Circuit Court of Platte County, Missouri.

**13. Counterparts.**

This Agreement may be executed in separate counterparts.

**14. Assignment.**

Neither the City nor the Consultant shall assign any rights or duties under this Agreement without the prior written consent of the other party, which consent may be granted or withheld in such other party's absolute discretion. Nothing contained in this Section shall prevent the Consultant from engaging independent consultants, associates, and subcontractors to assist in performance of the Project Services, provided however, in the event Consultant employs independent consultants, associates, and subcontractors to assist in performing the Project Services, Consultant shall be solely responsible for the negligent performance of the independent consultants, associates, and subcontractors so employed. Each party binds itself and its successors and assigns to all provisions of this Agreement.

**15. No Third Party Rights.**

The provisions of this Agreement shall not be deemed to create any third party benefit hereunder for any member of the public or to authorize any one, not a party hereto, to maintain suit pursuant to the terms of this Agreement.

**16. Opinions of Cost.**

Consultant's opinion of probable construction costs shall be made on the basis of experience and qualification as a professional engineer, but Consultant does not warrant or guarantee that proposals, bids, or actual costs will not vary from Consultant's costs estimates.

**17. Good Faith Efforts and Cooperation.**

The parties agree to use good faith efforts in a professional manner in the performance of their services and covenants in this Agreement and to cooperate at all times and coordinate their activities as necessary during the Term of this Agreement to assist in performance of the Project Services and to ensure performance of the Project Services in an efficient and timely manner.

**18. Authority.**

Each party represents to the other parties that it has the power and authority to enter into this Agreement and that the person(s) executing it on its behalf has the power to do so and to bind it to the terms of this Agreement. The Consultant represents that it has taken all action necessary or appropriate to authorize it to execute, deliver and perform this Agreement and to cause it to be binding upon the Consultant.

**19. Covenant Against Contingent Fees.**

The Consultant warrants that the Consultant has not employed or retained any company or person, other than a bona fide employee working for the Consultant, to solicit or secure this Agreement, and that Consultant has not paid or agreed to pay any company or person, other than a bona fide employee, any fee, commission, percentage, brokerage fee, gifts, or any other consideration contingent upon or resulting from the award or making of this Agreement. For breach or violation of this warranty, the City shall have the right to annul this Agreement without liability or, at its discretion, to deduct from the contract price or consideration, or otherwise recover, the full amount of such fee, commission, percentage, brokerage fee, gift, or contingent fee.

**20. Ownership of Documents.**

Payment by City to Consultant as provided herein shall vest in City title to all drawings, sketches, studies, analyses, reports, models, and other paper, documents, computer files, and material produced by Consultant exclusively for the Project Services performed pursuant to this Agreement up to the time of such payments, and the right to use the same without other or further compensation, provided that any use for another purpose shall be without liability to the Consultant. Upon completion of the Project Services, Consultant shall deliver to City possession of all records pertaining to the Project Services.

**21. Compliance with Laws.**

Consultant shall comply with all federal, state, and local laws, ordinances, and regulations applicable to the Project Services. Consultant shall secure all licenses, permits, etc. from public and private sources necessary for the fulfillment of its obligations under this Agreement.

**22. Consultant's Endorsement.**

Consultant shall endorse as necessary all plans, specifications, estimates, and engineering data furnished by it.

**23. Indemnification and Hold Harmless.**

Consultant shall indemnify and hold harmless City and its officers, employees, elected or appointed officials, and attorneys, each in their official and individual capacities, from and against judgments, damages, losses, expenses, including reasonable attorneys' fees, to the extent caused by the negligent acts, errors, omissions, or willful misconduct of Consultant, or its employees, or subcontractors, in the performance of Consultant's duties under this Agreement, or any supplements or amendments thereto.

**24. Professional Responsibility.**

Consultant will exercise reasonable skill, care, and diligence in the performance of its services in accordance with customarily accepted professional engineering practices. If Consultant fails to meet the foregoing standard, Consultant will perform at its own cost, and without reimbursement from City, the professional engineering services necessary to correct errors and omissions that are caused by Consultant's failure to comply with above standard.

**25. Tax Exempt.**

City and its agencies are exempt from State and local sales taxes. Sites of all transactions derived from this Agreement shall be deemed to have been accomplished within the State of Missouri.

**26. Safety.**

In the performance of the Project Services, Consultant shall comply with the applicable provisions of the Federal Occupational Safety and Health Act, as well as any pertinent federal, state and/or local safety or environmental codes.

**27. Anti-Discrimination Clause.**

Consultant and its agents, employees, or subcontractors shall not in any way, directly or indirectly, discriminate against any person because of age, race, color, handicap, sex, national origin, or religious creed.

**28. Force Majeure.**

Neither party will be liable for inadequate performance to the extent caused by a condition (for example, natural disaster, act of terrorism, riot, labor condition) that was beyond the party's reasonable control.

**IN WITNESS WHEREOF**, the Consultant and the City have executed this Agreement as of the Effective Date.

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**OLSSON:**

By: 

Name: Darren Hennen

Title: Vice President

Dated: October 2, 2020

**CITY OF RIVERSIDE, MISSOURI:**

By: \_\_\_\_\_

Name: Kathleen L. Rose

Title: Mayor

Dated: \_\_\_\_\_

ATTEST: \_\_\_\_\_  
Robin Kincaid, City Clerk

By: \_\_\_\_\_

Name: Brian Koral

Title: City Administrator

Dated: \_\_\_\_\_



**EXHIBIT A**  
**Project Services**

Perform on-call consulting engineer services, including but not limited to:

- Participate in discussions and meetings with City Staff, Board of Aldermen and other boards or commissions;
- Perform general day-to-day functions that are not typically project specific as directed by the City Administrator or his designee;
- Provide as-needed support to the City's Code Enforcement program;
- Provide as-needed support to the Community Development Department;
- Provide as-needed support to the City Engineer & Department of Public Works;
- Provide as-needed support to the City Administrator.

**Exhibit B**  
**Compensation Schedule**

Olsson Billing Rate Schedule  
2020 Labor Rates

<u>Description</u>	<u>Range</u>
Principal	118.00 - 381.00
Project Manager	114.00 - 195.00
Project Professional	110.00 - 174.00
Assistant Professional	64.00 - 143.00
Designer	80.00 - 216.00
CAD Operator	43.00 - 118.00
Survey	46.00 - 187.00
Construction Services	43.00 - 193.00
Administrative/Clerical	29.00 - 130.00

**Note:**

1. Special Services not included in above categories will be provided on a Special Labor Rate Schedule
2. Rates subject to change based upon updates to Billing Rates for upcoming year.

Please contact the Project Manager for special services not included above (Survey; Field Operations including Special Inspections, Construction Administration/Observation, and Geotechnical; Non-Destructive Testing, and Drilling) and they will provide their Special Services Labor Rate Schedule to include with your Agreement

Exhibit C

Form of Task Order

**Task Order Number \_\_\_\_  
For Engineering Services**

This Task Order is entered into as of the \_\_\_\_\_, 20\_\_ (the “Effective Date”), by and between Olsson, a Nebraska corporation having an office at 1301 Burlington St, Suite 100, North Kansas City, MO 64116 (the “Consultant”) and the City of Riverside, Missouri, a Missouri municipal corporation (the “City”).

**WHEREAS**, the City has engaged Consultant to provide engineering services pursuant to the Agreement for Engineering Services dated \_\_\_\_\_, 20\_\_ pursuant to which the City may task the Consultant to provide additional professional engineering services on a project-specific basis by acknowledging a separate Task Order.

**NOW, THEREFORE**, in consideration of the promises and mutual covenants between the parties and for other good and valuable consideration the receipt of which is acknowledged by the parties, they agree as follows:

1. **Incorporation of Base Agreement.** This Task Order is subject to all terms and conditions contained in the Agreement for Engineering Services dated \_\_\_\_\_, 20\_\_, that are not inconsistent with the specific terms contained herein, and the Agreement for Engineering Services dated \_\_\_\_\_, 20\_\_, between the parties is incorporated herein as if set forth in full by this reference.
2. **Scope of Services.** The Scope of Services pursuant to this Task Order are as contained in Exhibit A.
3. **Term.** Consultant shall begin work pursuant to this Task Order upon its Effective Date, and shall [continue until otherwise completed or this Task Order is terminated] [be completed by final acceptance of the project as approved by the City].
4. **Compensation.** Unless compensation is set forth in this Task Order, compensation shall be as provided in the Agreement for Engineering Services dated \_\_\_\_\_, 20\_\_, between the parties.
5. **Project Schedule.**

**IN WITNESS WHEREOF**, the Consultant and the City have executed this Agreement as of the Effective Date.

**OLSSON:**

**CITY OF RIVERSIDE, MISSOURI:**

By: \_\_\_\_\_

By: \_\_\_\_\_

Name: \_\_\_\_\_

Name: Kathleen L. Rose

Title: \_\_\_\_\_

Title: Mayor

Dated: \_\_\_\_\_

Dated: \_\_\_\_\_

ATTEST: \_\_\_\_\_  
Robin Kincaid, City Clerk

By: \_\_\_\_\_

Name: Brian Koral

Title: City Administrator

Dated: \_\_\_\_\_