BLUE SPRINGS
MISSOURI

CITY COUNCIL MEETING
Monday, May 18, 2026, 6:00 PM

Council Chambers
Howard L. Brown Public Safety Building
1100 SW Smith Street
Blue Springs, Missouri 64015
This meeting can be viewed live on the City's website at
https://www.bluespringsgov.com/CityMeetingsLive

Anyone wishing to address the Mayor and Council, either in a Public Hearing or in the Visitors Section of the Agenda, must fill out a Speaker's Appearance Form. Forms are available online or located at the entrance of the Council Chambers. After completion, the form is to be given to the City Clerk prior to the start of the Council meeting.

Agenda

1. Call meeting to order and Pledge of Allegiance
2. Confirmation of a Quorum
3. Consent Agenda

   All matters under Item 3, Consent Agenda, are considered to be routine by the City Council and will be enacted by one motion of the Council with no separate discussion. If separate discussion is desired, that item may be removed from the Consent Agenda and placed on the Regular Agenda by request of a member of the City Council.

a. Minutes of the May 4, 2026 City Council meeting

b. Resolution No. 037-2026 approving an amendment for the site lease agreement on the Adams Dairy Parkway tower

c. Resolution No. 038-2026 approving a contract with DRT Biosolids for sludge removal

d. Resolution No. 039-2026 approving and amendment with Newkirk Novak for the construction and renovation of the Public Works Operations Building

4. **Proclamation** – Missouri Public Works Week

5. **Public Hearing Continuance** – Rezoning (RZ-02-26-9822) and Planned Development Concept Plan (PDC-02-26-9823) for Iconic Blue Springs – To be continued to June 1, 2026

6. **Public Hearing Continuance** – Conditional Use Permit (CUP-03-26-9851) and General Development Plan (GDP-03-26-9850) for Winwater - To be continued to June 1, 2026

7. **Public Hearing** – Ford Parts Storage Annexation (ANNX-03-26-9856)

8. Introduction and **first reading only** of Bill No. 5403 approving a Ford Parts Storage Annexation (ANNX-03-26-9856)

9. Visitors - This section is reserved for public comments on topics not on the Agenda. While no immediate action will be taken, comments will be noted.

10. Councilmember Comments

11. Mayoral Comments

12. Executive Session – Discussion related to Real Estate pursuant to Section 610.021 (2)

Upcoming Meetings

Memorial Day – **City Offices Closed** – May 25

Public Safety Citizen's Advisory Meeting – May 26, 6:00 PM

Planning Commission Meeting – May 26, 6:30 PM

World Cup Task Force Meeting – June 1, 10:00 AM

City Council Meeting – June 1, 6:00 PM

Park Commission Meeting – June 2, 6:00 PM

Planning Commission Meeting – June 8, 6:30 PM

Public Arts Commission Meeting – June 10, 4:00 PM

Land Bank Meeting – June 15, 3:00 PM

City Council Meeting – June 15, 6:00 PM

This agenda was posted at City Hall and on the City's website on Thursday, May 14, 2026.

Erin Ford, City Clerk

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EXPLANATIONS

DATE: May 14, 2026

TO: Mayor, City Council, Department Directors, and Press

FROM: Assistant City Administrator Dennis Dovel

SUBJECT: Agenda Explanations

Item 3b – Amendment to Adams Dairy Parkway Tower Lease Agreement

Adopt a Resolution approving a fourth amendment to Contract 2016-012 for the site lease agreement with New Cingular Wireless PCS, LLC for leasing space for communications equipment on the Adams Dairy Parkway tower. Refer to Council Information Form from City Administrator Christine Cates for additional information.

Item 3c – Contract for Sludge Removal

Adopt a Resolution approving a contract in the amount of $670,000.00 with DRT Biosolids, Inc. for sludge removal. This project is approved as CIP SNI-01 for FY25/26. Refer to Council Information Form from Assistant Director of Public Works Operations for additional information.

Item 3d – Amendment for Renovation of the Public Works Operations Building

Adopt a Resolution to approve Amendment No. 1 to Contract 2025-014 with Newkirk Novak Construction Partners, Inc. in the amount of $15,048,940 for the construction and renovation of the Public Works Operations Building. This amendment brings the total

contract amount to $15,058,940.00. Refer to Council Information Form from Assistant City Administrator Dennis Dovel for additional information.

Item 5 – Iconic Blue Springs Rezoning and Planned Development Concept Plan Continuance

A continuation is being requested for the public hearing for consideration to rezone property from "AG" Agriculture to "PD-Mixed Use" Planned Development Mixed-Use (RZ-02-26-9822) mixed-use development with a Planned Development Concept Plan for Iconic Blue Springs (PDC-02-26-9823) to be continued to the June 1, 2026 City Council meeting. A motion to continue is in order.

Item 6 – Winwater General Development Plan and Conditional Use Permit Continuance

A continuation is being requested for the public hearing for consideration of Conditional Use Permit (CUP-03-26-9851) and the General Development Plan (GDP-03-26-9850) for Winwater be continued to the June 1, 2026 City Council meeting. A motion to continue is in order.

Items 7 & 8 – Ford Parts Storage Annexation

A public hearing is being held at the request of the Applicant, Blaine Balderston, on behalf of BFRE, LLC, for consideration to approve an annexation of property (approximately 4.91 acres) located at 3110 SW EB Highway 40 into the City limits. (ANNX-03-26-9856) Upon conclusion of the public hearing, a Bill approving the Annexation will be ready for introduction and the first reading only. Refer to Council Information Form from Director of City Development Nic Hutchison for additional information.

BLUE SPRINGS
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MINUTES OF MAY 4, 2026 CITY COUNCIL MEETING

MEETING INFORMATION

A meeting of the City Council of the City of Blue Springs, Missouri, was held on Monday, May 4, 2026 at 6:00 p.m. in the Council Chambers of the Howard L. Brown Public Safety Building, 1100 SW Smith Street, Blue Springs, Missouri with Mayor Chris Lievsay presiding.

COUNCIL ATTENDANCE

Jerry Kaylor

Katie Tholen

Nick Brummel

Galen Ericson

Brian Markworth

Jeremy Rowan

STAFF ATTENDANCE

Also present were City Administrator Christine Cates, City Attorney Jennifer Baird, and City Clerk Erin Ford.

PLEDGE

Mayor Lievsay led in the pledge of allegiance.

CALL MEETING TO ORDER AND CONFIRMATION OF QUORUM

Mayor Lievsay called the meeting to order at 6:00 p.m. The City Clerk confirmed a quorum of the Council was present.

DRAFT

CONSENT AGENDA

Councilmember Ericson moved to approve the Consent Agenda and the motion was seconded by Councilmember Kaylor.

- Minutes of the April 20, 2026 City Council Meetings #1 and #2 and April 27, 2026 City Council Work Session
- **Resolution No. 033-2026** approving the disposition of Information Technology, Administration, and Finance records which have met the required retention period as prescribed by the Blue Springs Records Retention, Management, and Destruction Policy dated November 28, 2016, and in accordance with the Missouri Secretary of State's records retention guidelines.
- **Resolution No. 034-2026** approving a City Council Authorization Form for participation in grants with the Missouri Department of Transportation Highway Safety and Traffic Division.
- Board and Commission Appointments

  Appearance Review Committee:

  Bob Frost: Chair, Term expires May 2027, Reappointment

  David Smith: Vice Chair, Term expires May 2027, Reappointment

  Bob Frost: Member, Term expires May 2029, Reappointment

  David Smith: Member, Term expires May 2029, Reappointment

  Board of Adjustment:

  Erwin Gard: Member, Term expires May 2031, Reappointment

  Economic Development Council:

  Roy Boyd: Chair, Term expires May 2027, new appointment

  Becky Nace: Vice Chair, Term expires May 2027, new appointment

  Bryan Dennie: Member, Term expires May 2029, reappointment

  Roy Boyd: Member, Term expires May 2029, reappointment

Historic Preservation Commission:

Ryan Crider: Chair, Term expires May 2027, reappointment

Amy Coale: Member, Term expires May 2029, reappointment

Jennifer Ritschel Smith: Planning Commission Liaison, Term expires May 2027, reappointment

Park Commission:

Tony Lopez: Chair, Term expires May 2027, reappointment

Debbie Canfield: Vice Chair, Term expires May 2027, new appointment

Debbie Canfield: Member, Term expires May 2029, reappointment

Kyle Legg: Member, Term expires May 2029, reappointment

Planning Commission:

Jennifer Ritschel Smith, Member, Term expires May 2030, reappointment

Susan Stokenbury: Member, Term expires May 2030, reappointment

Travis Graham: Member, Term expires May 2030, reappointment

Jennifer Irey: Member, Term expires May 2030, new appointment

Public Art Commission:

Ramon Magee: Chair, Term expires May 2027, reappointment

Kathy Cornelius: Vice Chair, Term expires May 2027, reappointment

Sarah Laub: Member, Term expires May 2029, reappointment

Kathy Sweet: Member, Term expires May 2029, new appointment

Public Safety Citizens' Advisory Board:

Hayley Prins: Vice Chair, Term expires May 2027, new appointment

Michael Kruger: Member, Term expires May 2028, reappointment

Hayley Prins: Member, Term expires May 2028, reappointment

Solid Waste Management Commission:

David Mann: Chair, Term expires May 2027, reappointment

Ann Leinn Gibson: Vice Chair, Term expires May 2027, reappointment

David Mann: Member, Term expires May 2029, reappointment

Conswelia McCourt: Member, Term expires May 2029, new appointment

- Council Liaison Appointments

Community Development Block Grant Advisory Committee:

District 1 Councilmember Galen Ericson

District 2 Councilmember Brian Markworth

District 3 Councilmember Jeremy Rowan

Development Advisory Commission:

District 1 Councilmember Jerry Kaylor

Economic Development Council:

District 3 Councilmember Jeremy Rowan

Historic Preservation Commission:

District 1 Councilmember Jerry Kaylor

Park Commission:

District 1 Councilmember Galen Ericson

Planning Commission:

Mayor Pro Tem and District 2 Councilmember Katie Tholen

Public Art Commission:

District 3 Councilmember Nick Brummel

Public Safety Citizens' Advisory Board:

District 2 Councilmember Brian Markworth

Solid Waste Management Commission

District 1 Councilmember Galen Ericson

The Consent Agenda was approved with the following:

VOTE

Kaylor – Aye

Tholen – Aye

Brummel – Aye

Ericson – Aye

Markworth – Aye

Rowan – Aye

Mayor Lievsay – Aye

PRESENTATION – PROCLAMATION

Mayor Lievsay and Council recognized Missouri Local Government week.

PUBLIC HEARING – LUXE TWO REZONING (RZ-01-26-9776) AND PLANNED DEVELOPMENT CONCEPT PLAN (PDC-01-26-9775)

Mayor Lievsay opened the Public Hearing at 6:03 to consider a Rezoning and Planned Development Concept Plan to rezone property from General Business/Planned Unit Development/Restricted-Overlay to High Density Multi-Family/Planned Development for the 2.9 +/- acre Luxe Two development with a Planned Development Concept Plan located at 1500 NW North Ridge Drive (RZ-01-26-9776, PDC-01-26-9775). The City Clerk entered one exhibit into the record.

STAFF REPORT

Associate Planner Shantele Frie reviewed the details of the proposed Rezoning and Planned Development Concept Plan and addressed questions from the Council.

APPLICANT

The applicant, Kirk Peterson, was available to address questions from Council.

The Mayor hearing no further comments for or against, closed the public hearing at 6:15 p.m.

PUBLIC HEARING – MAJORLUX II COMMUNITY IMPROVEMENT DISTRICT

Mayor Lievsay opened the Public Hearing at 6:15 p.m. to receive public comment on the creation of the MajorLux II Community Improvement District. The City Clerk entered one exhibit into the record.

STAFF REPORT

Kolbe Kryzanowski with Baker Tilly and David Bushek with Gilmore & Bell reviewed the details of the proposed Community Improvement District and Chapter 100 Bonds and addressed questions from the Council.

and addressed questions from the Council.

APPLICANT

The applicant, Kirk Peterson, was available to address questions from Council.

The Mayor hearing no further comments for or against, closed the public hearing at 6:42 p.m.

PUBLIC HEARING – MAJORLUX 2 INDUSTRIAL DEVELOPMENT PROJECT AND CHAPTER 100 BONDS

Mayor Lievsay opened the Public Hearing at 6:42 p.m. to receive comment on a plan for an industrial development project for the MajorLux 2 project. The City Clerk entered one exhibit into the record. The testimony and information from the previous Public Hearing for the Majorlux II Community Improvement District was entered into the record.

APPLICANT

The applicant, Kirk Peterson, was available to address questions from Council.

The Mayor hearing no further comments for or against, closed the public hearing at 6:46 p.m.

INTRODUCTION AND FIRST READING OF BILL NUMBER 5399 – LUXE TWO REZONING AND PLANNED DEVELOPMENT CONCEPT PLAN

Councilmember Kaylor introduced Bill Number 5399 approving a rezoning from General Business/Planned Unit Development/Restricted-Overlay to High Density Multi-Family/Planned Development for the 2.9 +/- acre Luxe Two development with a Planned Development Concept Plan located at 1500 NW North Ridge Drive (RZ-01-26-9776, PDC-01-26-9775). City Clerk Erin Ford made the first reading of Bill No. 5399 by title; copies of the proposed Bill having previously been made available to the public.

Councilmember Tholen moved to approve Bill No. 5399 upon its first reading and proceed with the second reading. Motion seconded by Councilmember Rowan and carried unanimously.

SECOND READING – BILL NUMBER 5399

Ms. Ford made the second reading of Bill Number 5399 by title. Councilmember Ericson moved to adopt Bill Number 5399 upon its second reading and give it **Ordinance Number 5495** with a copy attached hereto and made a part of the minutes. Motion seconded by Councilmember Brummel and carried with the following:

VOTE

Tholen – Aye

Brummel – Aye

Ericson – Aye

Markworth – Aye

Rowan – Aye

Kaylor – Aye

Mayor Lievsay – Aye

INTRODUCTION AND FIRST READING OF BILL NUMBER 5400 – MAJORLUXE II COMMUNITY IMPROVEMENT DISTRICT

Councilmember Kaylor introduced Bill Number 5400 approving the Petition for Establishment of the MajorLuxe II Community Improvement District. City Clerk Erin Ford made the first reading of Bill No. 5400 by title; copies of the proposed Bill having previously been made available to the public.

Councilmember Tholen moved to approve Bill No. 5400 upon its first reading and proceed with the second reading. Motion seconded by Councilmember Brummel and carried unanimously.

SECOND READING – BILL NUMBER 5400

Ms. Ford made the second reading of Bill Number 5400 by title. Councilmember Ericson moved to adopt Bill Number 5400 upon its second reading and give it **Ordinance Number 5496** with a copy attached hereto and made a part of the minutes. Motion seconded by Councilmember Rowan and carried with the following:

VOTE

Brummel – Aye

Ericson – Aye

Markworth – Aye

Rowan – Aye

Kaylor – Aye

Tholen – Aye

Mayor Lievsay – Aye

INTRODUCTION AND FIRST READING OF BILL NUMBER 5401 – MAJORLUXE 2 PLAN AND CHAPTER 100 BONDS

Councilmember Kaylor introduced Bill Number 5401 approving the MajorLuxe 2 Plan and approving bond documents to implement the Plan. City Clerk Erin Ford made the first reading of Bill No. 5401 by title; copies of the proposed Bill having previously been made available to the public.

Councilmember Tholen moved to approve Bill No. 5401 upon its first reading and proceed with the second reading. Motion seconded by Councilmember Brummel and carried unanimously.

SECOND READING – BILL NUMBER 5396

Ms. Ford made the second reading of Bill Number 5401 by title. Councilmember Ericson moved to adopt Bill Number 5401 upon its second reading and give it **Ordinance Number 5497** with a copy attached hereto and made a part of the minutes. Motion seconded by Councilmember Tholen and carried with the following:

VOTE

Ericson – Aye

Markworth – Aye

Rowan – No

Kaylor – Aye

Tholen – Aye

Brummel – No

Mayor Lievsay – Aye

RESOLUTION 35-2026 – MAIN STREET IMPROVEMENTS CONTRACT

Councilmember Kaylor moved to adopt Resolution No. 35-2026 approving a contract in the amount of $8,742,959.55 with Amino Brothers Co., Inc., for reconstruction of Main

Street, 11th Street and the watermain replacement on Main Street. Motion seconded by Councilmember Ericson and carried unanimously.

INTRODUCTION AND FIRST READING OF BILL NUMBER 5402 – EASEMENTS FOR MAIN STREET IMPROVEMENT PROJECTS

Councilmember Kaylor introduced Bill Number 5402 accepting temporary construction and permanent utility Easements from the abutting property owners for the Main Street Improvements Project. City Clerk Erin Ford made the first reading of Bill No. 5402 by title; copies of the proposed Bill having previously been made available to the public.

Councilmember Tholen moved to approve Bill No. 5402 upon its first reading and proceed with the second reading. Motion seconded by Councilmember Brummel and carried unanimously.

SECOND READING – BILL NUMBER 5402

Ms. Ford made the second reading of Bill Number 5402 by title. Councilmember Ericson moved to adopt Bill Number 5402 upon its second reading and give it **Ordinance Number 5498** with a copy attached hereto and made a part of the minutes. Motion seconded by Councilmember Rowan and carried with the following:

VOTE

Markworth – Aye

Rowan – Aye

Kaylor – Aye

Tholen – Aye

Brummel – Aye

Ericson – Aye

Mayor Lievsay – Aye

PRESENTATION / DISCUSSION

Ryan Hegreness, Consultant for Berry, Dunn, McNeil & Parker LLC, presented the Parks, Recreation and Open Space Master Plan for the City of Blue Springs and addressed questions from Council.

RESOLUTION

Councilmember Kaylor moved to adopt Resolution No. 36-2026 approving the Parks, Recreation and Open Space Master Plan for the City of Blue Springs. Motion seconded by Councilmember Brummel and carried unanimously.

VISITORS

Citizen Jo Ann Honeywell spoke regarding the intersection at Major Road and 6th Street.

COUNCILMEMBER COMMENTS

Councilmember Markworth noted that Mother's Day is May 10.

Councilmember Tholen thanked the Public Works Department for their assistance in the community.

MAYORAL COMMENTS

- Vesper Hall will have a Mother's Day lunch on May 8.
- The Annual Fishing Derby will be held on May 9 at Rotary Park.

ADJOURN

At 7:25 p.m., there was no further business to come before the Council, Councilmember Kaylor moved the meeting be adjourned. Motion seconded by Councilmember Tholen and carried unanimously.

May 4, 2026

SIGNATURES:

CITY OF BLUE SPRINGS

_____

Chris Lievsay, Mayor

ATTEST

_____

Erin Ford, City Clerk

BLUE SPRINGS
MISSOURI

CITY COUNCIL INFORMATION FORM

DATE SUBMITTED: April 22, 2026

ITEM TYPE: Contract

SUBMITTED BY: Christine Cates

CONTRACT NUMBER: 2016-012

DEPARTMENT: Administration

STRATEGIC PLAN PRIORITY: Organizational Health

ITEM DESCRIPTION

Adopt a Resolution approving a fourth amendment to Contract 2016-012 for the site lease agreement with New Cingular Wireless PCS, LLC for leasing space for communications equipment on the Adams Dairy Parkway tower.

BACKGROUND

The City entered into a lease agreement with New Cingular Wireless on January 26, 2006. The term of the lease was for an initial five years, followed by three five-year automatic renewals and is set to expire on June 30, 2026. Over the years the agreement has been amended to allow for additional equipment to be placed on the tower.

New Cingular now desires to continue leasing space on the Adams Dairy Parkway tower and has proposed a fourth amendment. This amendment will continue the existing terms of the agreement without allowing any additional space or equipment.

New Cingular will pay monthly rent of $6,536.75 for the first year, subject to an annual 3% increase. The amendment will extend the contract for five years and allow four automatic five-year renewals.

Staff recommends approval of the lease agreement amendment with New Cingular Wireless.

FINANCIAL IMPACT

INFORMATION	DETAIL
Contractor:	New Cingular Wireless PCS, LLC
Amount of Request/ Contract:	$78,411 Annual Revenue to be received, increasing by 3% annually
Amount Budgeted:	N/A
Budget Year:	FY 2025-26
Funding Source/Account #:	N/A
Account Balance:	N/A Date: 4/28/2026
Revenue to be Received:	$78,441 annually increasing by 3% annually
Revenue Account No.	100-00000-460650

PROJECT TIMELINE

INFORMATION	DETAIL
Estimated Start Date	July 1, 2026
Estimated End Date	June 30, 2031
Years and Months Contract in effect	5 years, 0 months
Number of times renewable	4 automatic 5-year renewals

STAFF RECOMMENDATION

Staff recommends approval.

OTHER BOARDS & COMMISSIONS ASSIGNED

Name of Board or Commission: N/A

LIST OF REFERENCE DOCUMENTS ATTACHED

1. Resolution with Lease Agreement Amendment attached as Exhibit A.

REVIEWED BY

Requesting Director: Christine Cates

Legal: N/A

Administration: George Schmitz

City Administrator: Christine Cates

Budget: Lori Turner

SUPPORTING DOCUMENTS

Document	**Required**	**If not required, explain**
Certificate of Insurance:	No	
E-Verify:	Yes	
Bond:	No	
IRS Form W-9	No	Finance Review: N/A
Bid/RFP/RFQ and Tabulation	N/A	
Bid Waiver: (less than three bids)	N/A	
Contractor address and email:	No	
Project Exemption Certificate needed:	N/A	

A RESOLUTION APPROVING A FOURTH AMENDMENT TO CONTRACT 2016-012 FOR THE SITE LEASE AGREEMENT WITH NEW CINGULAR WIRELESS PCS, LLC FOR LEASING SPACE FOR COMMUNICATIONS EQUIPMENT ON THE ADAMS DAIRY PARKWAY TOWER

WHEREAS, the City of Blue Springs owns the Adams Dairy Parkway Tower; and

WHEREAS, New Cingular Wireless PCS, LLC desires to continue their current lease agreement for space on the Adams Dairy Parkway Tower; and

WHEREAS, the City currently has numerous lease agreements with other major cell phone carriers for space on various towers which generates income for the City and helps support General Fund programs and services; and

WHEREAS staff recommends approval of a fourth amendment to the current lease agreement, extending the term for five additional years and four automatic five-year renewals totaling 25 years; and

WHEREAS, the rent for the initial term is $6,536.75 per month for the first year of the amended agreement, commencing on July 1, 2026. Rent for each successive year shall be increased by 3% of the rent for the immediately following year.

NOW, THEREFORE, BE IT RESOLVED BY THE CITY COUNCIL OF THE CITY OF BLUE SPRINGS, MISSOURI, as follows:

Section 1. The City Administrator is hereby authorized to enter into an amendment to the Cit Lease Agreement with New Cingular Wireless PCS, LLC for leasing space for communications equipment on the Adams Dairy Parkway tower for up to 25 years, with the lease payment for the initial term in the amount

of $6,536.75 per month and increasing by 3% annually. A copy of the proposed amendment is attached hereto as Exhibit "A" and is incorporated herein.

Section 2. City staff is directed to perform all tasks necessary to implement said Site Lease Agreement amendment.

Section 3. Scrivener's Errors. Typographical errors and other matters of a similar nature that do not affect the intent of this Resolution, as determined by the City Clerk, may be corrected with the endorsement of the City Administrator without the need to come before the City Council.

PASSED by the City Council of the City of Blue Springs, Missouri, and approved by the Mayor of Blue Springs, this 18th day of May 2026.

CITY OF BLUE SPRINGS

_____

Chris Lievsay, Mayor

ATTEST:

_____

Erin Ford, City Clerk

Docusign Envelope ID: 11D04458-D263-4440-ACD4-2AFE63262865

Cell Site No.: 56155
Cell Site Name: BLUE SPRINGS SOUTH
Fixed Asset No.: 10100927
Market: MISSOURI/KANSAS
Address: 2580 SOUTH EAST ADAMS DAIRY PARKWAY

FOURTH AMENDMENT TO COMMUNICATIONS SITE LEASE

THIS FOURTH AMENDMENT TO COMMUNICATIONS SITE LEASE ("FOURTH AMENDMENT") dated as of the later date below is by and between The City of Blue Springs, Missouri, having a mailing address at 903 West Main Blue Springs, MO 64015 (hereinafter referred to as "Lessor") and New Cingular Wireless PCS, LLC, having a mailing address at 1025 Lenox Park Blvd NE 3rd Floor Atlanta, GA 30319 (hereinafter referred to as "Tenant").

WHEREAS, Lessor and Tenant entered into a Communications Site Lease dated January 26, 2006, as amended by the First Amendment to Communications Site Lease dated February 8, 2016, as amended by the Revised First Amendment to Communications Site Lease Dated July 28, 2017, as amended by the Second Amendment to Communications Site Lease dated March 14, 2018, as amended by the Third Amendment to Communications Site Lease dated October 31, 2024, (hereinafter, collectively, the "Lease"), whereby Lessor leased to Tenant certain Premises, therein described, that are a portion of the Property located at 2580 South East Adams Dairy Parkway, Blue Springs, Missouri 64014; and

WHEREAS, the term of the Lease will expire on June 30, 2026, and the parties mutually desire to renew the Lease, memorialize such renewal period and modify the Lease in certain other respects, all on the terms and conditions contained herein; and

WHEREAS, Lessor and Tenant desire to extend the term of the Lease; and

WHEREAS, Lessor and Tenant desire to modify, as set forth herein, the Rent (as defined below) payable under the Lease; and

Docusign Envelope ID: 11D04458-D263-4440-ACD4-2AFE63262865

Cell Site No.: 56155
Cell Site Name: BLUE SPRINGS SOUTH
Fixed Asset No.: 10100927
Market: MISSOURI/KANSAS
Address: 2580 SOUTH EAST ADAMS DAIRY PARKWAY

WHEREAS, Lessor and Tenant, in their mutual interest, further wish to amend the Lease as set forth below.

NOW THEREFORE, in consideration of the foregoing and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, Lessor and Tenant agree as follows:

1. **Term.** The Term of the Lease shall be amended to provide that commencing on July 1, 2026, it will be automatically renewed, upon the same terms and conditions of the Lease, for five (5) additional sixty (60) month terms (each an "Extension Term"). Hereafter, "Term" shall include the Current Term and any applicable Extension Term. The Terms will automatically renew without further action by Tenant, unless Tenant notifies Lessor in writing of Tenant's intention not to renew the Lease at least sixty (60) days prior to the expiration of the Current Term or any Extension Term. Lessor agrees and acknowledges that, except as such permitted use or other rights may be amended herein, Tenant may continue to use and exercise its rights under the Lease as permitted prior to the first Extension Term.

2. **Acknowledgement.** Lessor acknowledges that: 1) this Fourth Amendment is entered into of Lessor's free will and volition; 2) Lessor has read and understands this Fourth Amendment and the underlying Lease and, prior to execution of the Fourth Amendment, was free to consult with counsel of its choosing regarding Lessor's decision to enter into this Fourth Amendment and to have counsel review the terms and conditions of the Fourth Amendment; 3) Lessor has been advised and is informed that should Lessor not enter into this Fourth

Docusign Envelope ID: 11D04458-D263-4440-ACD4-2AFE63262865

Amendment, the underlying Lease between Lessor and Tenant, including any termination or non-renewal provision therein, would remain in full force and effect.

3. **Modification of Rent.** Commencing July 1, 2026, the current Rent payable will increase to $6,536.75 under the Lease and shall be per month, and shall increase annually during the Term, subject to adjustment as provided herein. In the event of any overpayment of Rent prior to or after the Effective Date, Tenant shall have the right to deduct from any future Rent payments an amount equal to the overpayment amount.

4. **Future Rent Increase / Extension Term Increase.** The Lease is amended to provide that commencing on July 1, 2027, Rent shall increase by three percent (3.00%) annually and every July 1 thereafter.

5. **Notices.** Section 22 of the Lease is hereby deleted in its entirety and replaced with the following: All notices, requests, payments of rent, demands, and other communications required or permitted hereunder shall be given as follows:

   For Notices of Default to Tenant:

   a) To Tenant's Lease Administration Department at NoticeIntake@att.com; and
   b) To Tenant's Law Department via First Class certified or registered mail, return receipt requested, or by a nationally recognized overnight courier, postage prepaid:

Docusign Envelope ID: 11D04458-D263-4440-ACD4-2AFE63262865

Cell Site No.: 56155
Cell Site Name: BLUE SPRINGS SOUTH
Fixed Asset No.: 10100927
Market: MISSOURI/KANSAS
Address: 2580 SOUTH EAST ADAMS DAIRY PARKWAY

New Cingular Wireless PCS, LLC

Attn.: Legal Dept - Network Operations

Site No. 56155; Cell Site Name: BLUE SPRINGS SOUTH (MO)

Fixed Asset: 1010927

208 S. Akard Street

Dallas, TX 75202-4206

For Notices of Default to Landlord:

a) To Landlord at ccates@bluespringsgov.com; and
b) To Landlord's Law Department via First Class certified or registered mail, return receipt requested, or by a nationally recognized overnight courier, postage prepaid:

The City of Blue Springs, Missouri
903 West Main Blue Springs, MO 64015

All other Notices will be sent:

a) To Tenant's Lease Administration Department at NoticeIntake@att.com; and
b) (b) To Landlord at ccates@bluespringsmo.gov;

6. **Termination.** In addition to any rights that may exist in the Lease, Tenant may terminate the Lease at any time with 90 days prior written notice to Lessor for any or no reason.

7. **Sale of Property.**

Docusign Envelope ID: 11D04458-D263-4440-ACD4-2AFE63262865

Cell Site No.: 56155
Cell Site Name: BLUE SPRINGS SOUTH
Fixed Asset No.: 10100927
Market: MISSOURI/KANSAS
Address: 2580 SOUTH EAST ADAMS DAIRY PARKWAY

a) Lessor shall not be prohibited from the selling, leasing, or use of any of the Property or the Surrounding Property except as provided below.

b) If Lessor, at any time during the Term of this Lease, decides to rezone, sell, subdivide, or otherwise transfer all or any part of the Premises, or all or any part of the Property or Surrounding Property, to a purchaser other than Tenant, Lessor shall promptly notify Tenant in writing, and such rezoning, sale, subdivision or transfer shall be subject to this Lease and Tenant's rights hereunder. In the event of a change in ownership, transfer or sale of the Property, within ten (10) days of such transfer, Lessor or its successor shall send the documents listed below in this subsection (b) to Tenant. Until Tenant receives all such documents, Tenant shall not be responsible for any failure to make payments under this Lease and reserves the right to hold payments due under this Lease.

i. Old deed to Property

ii. New deed to Property

iii. Bill of Sale or Transfer

iv. Copy of current Tax Bill

v. New IRS Form W-9

vi. Completed and Signed AT&T Payment Direction Form\

vii. Full contact information for new Lessor including phone number(s)

Docusign Envelope ID: 11D04458-D263-4440-ACD4-2AFE63262865

Cell Site No.: 56155
Cell Site Name: BLUE SPRINGS SOUTH
Fixed Asset No.: 10100927
Market: MISSOURI/KANSAS
Address: 2580 SOUTH EAST ADAMS DAIRY PARKWAY

c) Lessor agrees not to sell, lease or use any areas of the Property or Surrounding Property for the installation, operation or maintenance of other wireless communications facility if such installation, operation or maintenance would interfere with Tenant's Permitted Use or communications equipment as determined by radio propagation tests performed by Tenant in its sole discretion. Lessor or Lessor's prospective purchaser shall reimburse Tenant for any costs and expenses of such testing. If the radio frequency propagation tests demonstrate levels of interference unacceptable to Tenant, Lessor shall be prohibited from selling, leasing or using any areas of the Property or the surrounding Property for purposes of any installation, operation or maintenance of any other wireless Communications Facility or equipment.

d) The provisions of this Section shall in no way limit or impair the obligations of Lessor under this Lease, including interference and access obligations.

[NO MORE TEXT ON THIS PAGE – SIGNATURES TO FOLLOW ON NEXT PAGE]

Docusign Envelope ID: 11D04458-D263-4440-ACD4-2AFE63262865

Cell Site No.: 56155
Cell Site Name: BLUE SPRINGS SOUTH
Fixed Asset No.: 10100927
Market: MISSOURI/KANSAS
Address: 2580 SOUTH EAST ADAMS DAIRY PARKWAY

Signatures

IN WITNESS WHEREOF, the parties have caused their properly authorized representatives to execute and seal this Fourth Amendment on the date and year below.

Lessor:

The City of Blue Springs Missouri

By: _____

Print Name: _____

Title: _____

Date: _____

Tenant:

New Cingular Wireless PCS, LLC,

A Delaware limited liability company

By: AT&T Mobility Corporation

Its: Manager

By: Signed by: Tim Matthews 073E6FEA2FBB4FD... _____

Print Name: Tim Matthews

Title: Associate Director

Date: 4/22/2026

BLUE SPRINGS
MISSOURI

CITY COUNCIL INFORMATION FORM

DATE SUBMITTED: April 21, 2026

ITEM TYPE: Resolution

SUBMITTED BY: Nathan Lea

CONTRACT NUMBER:

DEPARTMENT: Public Works

STRATEGIC PLAN PRIORITY: Infrastructure

ITEM DESCRIPTION

Adopt a Resolution approving a contract in the amount of $670,000.00 with DRT Biosolids, Inc. for sludge removal. This project is approved as CIP SNI-01 for FY25/26.

BACKGROUND

The City operates the Sni-A-Bar Wastewater Treatment Plant, which generates residual sludge as a byproduct of the wastewater treatment process. In accordance with the facility's Missouri State Operating Permit (MO-0028886), sludge must be properly managed, stored, and removed through approved disposal methods, including land application, transport to a permitted disposal facility, or disposal at a landfill. Due to the volume of sludge produced and the regulatory requirements governing its handling and disposal, the City requires the services of a qualified contractor to provide timely, compliant, and efficient sludge removal. Contracting these services ensures continued

compliance with state and federal environmental regulations, maintains proper plant operations, and minimizes the risk of environmental impacts associated with improper sludge storage or disposal.

The City solicited bids for sludge removal and received seven responses. DRT Biosolids Inc was the lowest bidder. The City recommends entering into a contract with DRT Biosolids for sludge removal in the amount of $670,000.

FINANCIAL IMPACT

INFORMATION	DETAIL
Contractor:	DRT Biosolids Inc.
Amount of Request/ Contract:	$ 670,000.00
Amount Budgeted:	$ 1,000,000
Budget Year:	FY 2025-26
Funding Source/Account #:	460-75000-543300 SNI-01
Account Balance:	$893,015 Date: 5/1/2026

PROJECT TIMELINE

INFORMATION	DETAIL
Estimated Start Date	June 1, 2026
Estimated End Date	May 31, 2027
Years and Months Contract in effect	1 year 0 months
Number of times renewable	0

STAFF RECOMMENDATION

Staff recommends approval.

OTHER BOARDS & COMMISSIONS ASSIGNED

Name of Board or Commission: N/A

LIST OF REFERENCE DOCUMENTS ATTACHED

1. Recommendation of Award letter from Cochran.
2. Resolution with Contract attached as Exhibit A.

REVIEWED BY

Requesting Director: Nathan Lea

Legal: James Newell

Administration: George Schmitz

City Administrator: Christine Cates

Budget: Lori Turner

SUPPORTING DOCUMENTS

Document	Required	If not required, explain
Certificate of Insurance:	Yes	
E-Verify:	Yes	
Bond:	Yes	
IRS Form W-9	Yes	Finance Review: May 5, 2026
Bid/RFP/RFQ and Tabulation	Yes	
Bid Waiver: (less than three bids)	No	
Contractor address and email:	Yes	DRT Biosolids Inc. 7140 State Highway 40 Bloomer, WI 54724 Megan Warring Office@drtbio.com 715-933-1628

		Ronnie Rihn Ronnie@drtbio.com 715-828-0120
Project Exemption Certificate needed:	No	

April 16, 2026

Nathan Lea
Assistant Director-Operations
Blue Springs, Missouri

RE: Recommendation of Award
Sni-A-Bar WWTP Sludge Removal
Project No. LS25-1032

Dear Mr. Lea,

This letter serves to advise that Cochran Engineering has completed a comprehensive review of the bids received by the City for the above-referenced project. A total of seven (7) bids were submitted for consideration. After careful evaluation of the bid tabulation, we recommend awarding the project to DRT Biosolids, which submitted the lowest bid and appears well-qualified to perform the work associated with this project.

Our review of the submitted paperwork and bonds indicates that all documents are in compliance with the requirements outlined in the Bid Proposal.

DRT Biosolids bid totaled $670,000.00, approximately 31% below the engineer's estimate for the project with the high bidder being approximately 154% above the engineer's estimate.

As part of our standard bid review process, we assess a company's ability to perform the work associated with the project. This contractor has performed the same work for the City in the past and we believe will provide quality work for this project.

The Bid Tabulation is attached for your reference. Please do not hesitate to reach out if you have any questions or need additional information.

Sincerely,



Toby Williams, PE, PMP
KC Regional Manager
Cochran Engineering
twillians@cochraneng.com
816-207-5771

attachments: Bid Tabulation

Project Name: ***Sni-A-Bar WWTP Sludge Removal***
Owner: ***City of Blue Springs, MO***
Cochran #: ***LS25-1032***
Bid Date: ***April 7, 2:00 p.m.***

				Denali		DRT Biosolids, Inc.		Hodges Farms and Dredging, LLC		Midwest Injection Inc.		Precision Pumping Inc.		SYNAGRO		Wulfekuhle Injection and Pumping Inc.	
Bid No.	**Description**	**Unit**	**Quantity**	**Unit Cost**	**Extended Cost**	**Unit Cost**	**Extended Cost**	**Unit Cost**	**Extended Cost**	**Unit Cost**	**Extended Cost**	**Unit Cost**	**Extended Cost**	**Unit Cost**	**Extended Cost**	**Unit Cost**	**Extended Cost**
1	Mobilization, Demobilization, Startup, Permits, Insurance and Bonds	LS	1	$25,968.00	$25,968.00	$20,000.00	$20,000.00	$47,000.00	$47,000.00	$28,743.00	$28,743.00	$25,000.00	$25,000.00	$137,963.73	$137,963.73	$5,950.00	$5,950.00
2	Sludge Removal From Existing Lagoons, Transported and Disposed	TON	2600	$295.00	$767,000.00	$250.00	$650,000.00	$288.00	$748,800.00	$369.59	$960,934.00	$373.08	$970,008.00	$905.00	$2,353,000.00	$277.81	$722,306.00
			Total Base Bid		**$792,968.00**		**$670,000.00**		**$795,800.00**		**$989,677.00**		**$995,008.00**		**$2,490,963.73**		**$728,256.00**

RESOLUTION 38-2026

A RESOLUTION APPROVING A CONTRACT WITH DRT BIOSOLIDS INC FOR SLUDGE REMOVAL AT SNI-A-BAR WASTEWATER TREATMENT FACILITY (CIP SNI-01)

WHEREAS, OSHA requirements under Section 292.675, RSMo 2009, require:

a. Any contractor for any public body for purposes of construction of public works and any subcontractor (any person entering into a subcontract with a contractor for construction of public works which employs "on-site employees" for purposes of completion of the contract) to such contractor shall provide a ten-hour Occupational Safety and Health Administration (OSHA) construction safety program for their on-site employees which includes a course in construction safety and health approved by OSHA or a similar program approved by the department which is at least as stringent as an approved OSHA program, unless such employees have previously completed the required program. All employees who have not previously completed the program are required to complete the program within sixty days of beginning work on such construction project.

b. Any employee found on a work site subject to this section without documentation of the successful completion of the required course shall be afforded twenty days to produce such documentation before being subject to removal from the project.

c. The contractor to whom the contract is awarded and any subcontractor under such contractor shall require all on-site employees to complete the above referenced ten-hour training program or such employees must hold documentation of prior completion of the program. Said contractor and subcontractor(s) shall comply with Section 292.675, RSMo 2009, in all respects as required in relation to work done pursuant to this contract.

d. The contractor shall forfeit as a penalty to the public body on whose behalf the contract is made or awarded, two thousand five hundred dollars plus one hundred dollars for each employee employed by the contractor or subcontractor, for each calendar day, or portion thereof, such employee is employed without the required training. The penalty shall not begin to accrue until the time period referenced in subparagraphs a and b above have elapsed.

e. The public body awarding the contract shall withhold and retain therefrom all sums and amounts due and owing as a result of any violations of this section when making payments to the contractor under the contract. The contractor may withhold from any subcontractor sufficient sums to cover any penalties the public body has withheld from the contractor resulting from the subcontractor's failure to comply with the terms of this section. If the payment has been made to the subcontractor without withholding, the contractor may recover the amount of the penalty resulting from the fault of the subcontractor in an action maintained in the circuit court in the county in which the public works project is located from the subcontractor.

f. “On-site employees” are defined as laborers, workmen, drivers, equipment operators, and craftsmen employed by contractors and subcontractors to be directly engaged in construction at the site of the public works. "Directly engaged in construction" shall mean work performed in the actual erection of the structure or completion of the improvement constituting the public works. In addition, employees working at a nearby or adjacent facility used by the contractor or subcontractor for construction of the public works shall be deemed "on-site employees." Persons engaged solely in the transportation of materials, fuel, or equipment to the site of the public works shall not be deemed to be "directly engaged in construction;” and

WHEREAS, not less than the prevailing hourly rate of wages for work of a similar character in this locality, as established and amended at any time by the Department of Labor and Industrial Relations of the State of Missouri, shall be paid to all workers performing work under this Contract; and

WHEREAS, the Public Works Department prepared specifications and secured quotations for sludge removal; and

WHEREAS, the Department received seven bids and now recommends that the City award a contract to DRT Biosolids Inc. for work based on scope of services in the amount of $670,000.

NOW, THEREFORE, BE IT RESOLVED BY THE CITY COUNCIL OF THE CITY OF BLUE SPRINGS, MISSOURI, as follows:

Section 1. The City Administrator is hereby authorized to enter into a contract with DRT Biosolids Inc. for sludge removal in the amount of $670,000. A copy of the proposed Contract is attached hereto as Exhibit "A" and is incorporated herein.

Section 2. City staff is directed to perform all tasks necessary to implement said contract.

Section 3. Scrivener's Errors. Typographical errors and other matters of a similar nature that do not affect the intent of this Resolution, as determined by the City Clerk, may be corrected with the endorsement of the City Administrator without the need to come before the City Council.

PASSED by the City Council of the City of Blue Springs, Missouri, and approved by the Mayor of Blue Springs, this 18th day of May 2026.

CITY OF BLUE SPRINGS

_____

Chris Lievsay, Mayor

ATTEST:

_____

Erin Ford, City Clerk

BLUE SPRINGS
MISSOURI

PUBLIC WORKS CONTRACT

EFFECTIVE DATE: June 1, 2026

TERMINATION DATE: May 31, 2027

CONTRACT NUMBER:

City	Contractor
City of Blue Springs 903 West Main Street Blue Springs, MO 64015	DRT Biosolids, INC 7140 St. Hwy 40 Blommer, WI 54724
Department: Public Works	Attention: Megan Warring
Phone: 816-228-0195	Phone: 715-933-1628

THIS CONTRACT, made and entered into this _____ day of _____ 2026, by the parties identified above.

WHEREAS, the City of Blue Springs desires to engage the Contractor to perform certain professional and technical services, construction and labor, and/or provide materials and equipment as hereafter described in connection with a project more particularly described in Exhibit 1; and

WHEREAS, the Contractor made certain representations and statements to the City with respect to the provision of such services and the City has accepted said proposal.

NOW, THEREFORE, for the considerations herein expressed, it is agreed by and between the City and the Contractor as follows:

1. **Services**

The City agrees to engage the services of the Contractor, and the Contractor agrees to perform the services hereinafter set forth in connection with projects described in Exhibit 1 in accordance with the standard of care, skill, expertise, materials, and requirements set forth in the drawings and specifications. The terms of the City's Request for Proposals are incorporated by reference as if fully set forth herein. To the extent any conflict exists between the terms of this Contract and any Contractor terms attached hereto or otherwise incorporated, the terms of this Contract control and supersede.

2. **Addition to Services**

The City may add to the Contractor services or delete therefrom activities based on unit cost as set forth in Exhibit 1 or the bid document(s) associated with this contract, or by written Change Orders that may be agreed to by both the City and Contractor, provided that the total cost of such work will be added to, or deleted from, the total cost as specified in Paragraph 6 hereof. The Contractor shall undertake such changed activities only upon the direction of the City. All such directives and changes shall be in written form and prepared and approved by the Department Head for the City as related to this contract, or his designee, with approval of the City Council if required, and shall be accepted and countersigned by the Contractor.

3. **Exchange of Data**

All information, data, plans, and reports in the City's possession and necessary for the carrying out of the work, shall be furnished to the Contractor without charge, and the parties shall cooperate with each other in every way possible in carrying out the scope

of services.

4. **Personnel**

The Contractor represents that Contractor will secure, at Contractor's own expense, all personnel required to perform the services called for under this Contract by Contractor. Such personnel shall not be employees of or have any contractual relationship with the City except as employees of the Contractor. All services required hereunder will be performed by the Contractor or under Contractor's direct supervision and all personnel engaged in the work shall be fully qualified and shall be authorized under state and local law to perform such services. None of the work or services covered by this Contract shall be subcontracted without the written approval of the City.

5. **Term**

The services of the Contractor shall commence as soon as practicable after the execution of this Contract, unless otherwise directed in writing, and shall be undertaken and completed in such sequence as to assure their expeditious completion in the light of the purposes of the contract, but in any event, all of the services required hereunder shall be completed as set forth in the schedule for the project which is attached hereto as Exhibit 1.

6. **Costs not to Exceed**

The City of Blue Springs is limited by law and its bidding and procurement process with respect to the amount of money it can pay. Therefore, the City has established a fixed sum amount, based on the bid proposal after a competitive bidding process, if required by City policy, as described in the Maximum Payment section of Exhibit 1 for this Contract and Paragraph 7.b which cannot be exceeded unless this Contract is amended. The Contractor shall notify the City if Contractor anticipates that the Contract amount may be exceeded to determine whether or not the City is prepared to increase the total

compensation.

7. **Payment**

a. **Conditioned upon acceptable performance.** Provided Contractor performs the services in the manner set forth in Paragraph 1 hereof, the City agrees to pay the Contractor in accordance with the terms set forth in Exhibit 1, which shall constitute complete compensation for all services to be rendered under this Contract; provided, that where payments are to be made periodically to Contractor for services rendered under this Contract, the City expressly reserves the right to disapprove in whole or in part a request for payment where the services rendered during the period for which payment is claimed are not performed in a timely and satisfactory manner in accordance with the schedule and description of services set forth in Exhibit 1.

b. **Total compensation not to exceed.** It is expressly understood that in no event will the total compensation and reimbursement to be paid to the Contractor under the terms of this Contract exceed the sum of $670,000 unless agreed to by City and Contractor in writing.

8. **Termination of Contract**

a. **Termination for breach.** Failure of the Contractor to fulfill Contractor's obligations under this Contract in a timely and satisfactory manner in accordance with the schedule and description of services set forth in Exhibit 1 shall constitute a breach of this Contract, and the City shall thereupon have the right to immediately terminate this Contract. The City shall give written notice of termination to the Contractor by U.S. Postal Service Mail or by hand delivering a copy of the same to the Contractor; or may give notice by any combination of these methods. The date of termination shall be the date upon which notice of termination is hand delivered to Contractor or the third day following mailing of the notice of termination, whichever first occurs. In the event of

termination for breach, all finished or unfinished deconstruction, reconstruction, new construction, repairs, materials, drawings, plans, specifications, and other documents as required of the Contractor under this Contract shall at the option of the City become its property, and the Contractor shall be entitled to receive just and equitable compensation for any satisfactory work completed on such project; provided, that the Contractor shall not be relieved of liability to the City for damages sustained by the City by virtue of any such breach of this Contract by the Contractor. If this Contract is terminated, Contractor shall assist City in the orderly termination of services, including timely transfer of services to another designated contractor. Anticipatory profits and consequential damages shall not be recoverable by Contractor.

b. **Termination for Convenience.** The City shall have the right at any time by written notice to Contractor to terminate and cancel this Contract, without cause, for the convenience of the City, and Contractor shall immediately stop work. In such event City shall not be liable to Contractor except for payment for actual work performed prior to such notice in an amount proportionate to the completed contract price and for the actual costs of preparations made by Contractor for the performance of the cancelled portions of this Contract, including a reasonable allowance of profit applicable to the actual work performed and such preparations. Further, all finished or unfinished deconstruction, reconstruction, new construction, repairs, materials, drawings, plans, specifications, and other documents as required of the Contractor under this Contract shall at the option of the City become its property. If this Contract is terminated, Contractor shall assist City in the orderly termination of services, including timely transfer of services to another designated contractor. Anticipatory profits and consequential damages shall not be recoverable by Contractor.

9. **Conflicts**

No salaried officer or employee of the City and no member of the City Council shall

have a financial interest, direct or indirect, in this contract. A violation of this provision renders the Contract void. Any federal regulations and applicable provisions in Section 105.450 et seq. RSMo. shall not be violated. Contractor covenants that it presently has no interest and shall not acquire any interest, direct or indirect, which would conflict in any manner or degree with the performance of services to be performed under this contract. The Contractor further covenants that in the performance of this Contract no person having such interest shall be employed.

10. **Assignment**

The Contractor shall not assign any interest in this Contract and shall not transfer any interest in the same (whether by assignment or novation), without prior written consent of the City thereto. Provided, however, that claims for money due or to become due to the Contractor from the City under this Contract may be assigned to a bank, trust company, or other financial institution without such approval. Notice of such assignment or transfer shall be furnished in writing promptly to the City. Any such assignment is expressly subject to all rights and remedies of the City under this contract, including the right to change or delete activities from the Contractor to terminate the same as provided herein, and no such assignment shall require the City to give any notice to any such assignee of any actions which the City may take under this contract, though City will attempt to so notify any such assignee.

11. **Discrimination**

The Contractor agrees in the performance of this Contract not to discriminate on the ground or because of race, creed, color, national origin or ancestry, sex, religion, handicap, age, or political opinion or affiliation, against any employee of Contractor or applicant for employment and shall include a similar provision in all subcontracts let or awarded hereunder.

12. **Occupational License**

The Contractor shall obtain and maintain an occupational license with the City of Blue Springs, Missouri, if required by City Code and any required state or federal license. The cost for this occupational license shall be borne by the Contractor. Contractor shall not purchase materials or begin work on this Contract until this occupational license has been obtained.

13. **Compliance with Laws**

Contractor agrees to comply with all applicable federal, state and local laws or rules and regulations applicable to the provision of services and products hereunder. Contractor affirmatively states that payment of all local, state, and federal taxes and assessments owed by Contractor is current.

14. **American Made Products.**

Pursuant to section 34.353 RSMo, as amended, if this Contract is for more than $25,000.00, and is for the purchase or lease of manufactured goods or commodities by the City, or is a contract with the City for construction, alteration, repair, or maintenance of any public works, then any manufactured goods or commodities used or supplied in the performance of this Contract or any subcontract thereto shall be manufactured or produced in the United States, unless that requirement is determined to not apply or be exempted based on the provisions in said referenced statute.

15. **Nonresident/Foreign Contractors**

The Contractor shall procure and maintain during the life of this contract:

a. If the Contractor is a foreign corporation, a certificate of authority to transact business in the State of Missouri from the Secretary of State, unless exempt pursuant to the provisions of Section 351.572 RSMo. (See also, Section 351.574 RSMo. as to consequences of failing to comply.)

b. A certificate from the Missouri Director of Revenue evidencing compliance with the transient employer financial assurance law, unless exempt pursuant to the provisions of Section 285.230 RSMo.

16. **General Independent Contractor Clause**

This Contract does not create an employee/employer relationship between the parties. It is the parties' intention that the Contractor will be an independent contractor and not the City's employee for all purposes, including, but not limited to, the application of the Fair Labor Standards Act minimum wage and overtime payments, Federal Insurance Contribution Act, the Social Security Act, Missouri Prevailing Wage requirements, the Federal Unemployment Tax Act, the provisions of the Internal Revenue Code, Missouri revenue and taxation laws, Missouri workers' compensation and unemployment insurance laws. The Contractor will retain sole and absolute discretion in the judgment of the manner and means of carrying out the Contractor's activities and responsibilities hereunder. The Contractor agrees that it is a separate and independent enterprise from the public employer, that it has a full opportunity to find other business, that it has made its own investment in its business, and that it will utilize a high level of skill necessary to perform the work. This Contract shall not be construed as creating any joint employment relationship between the Contractor and the City, and the City will not be liable for any obligation incurred by the Contractor, including but not limited to unpaid minimum wages and/or overtime premiums.

17. **City Benefits**

The Contractor shall not be entitled to any of the benefits established for the employees of the City nor be covered by the Worker's Compensation Program of the City.

18. **Insurance**

Contractor agrees to maintain insurance as set forth below and provide to City

certificates of coverage evidencing said coverage at the time of signing of this Contract and on each anniversary of such insurance coverage during the term of this Contract and any renewals, which certificates, if available and possible, contains a provision that the policy will not be cancelled unless and until thirty (30) days' notice of said cancellation has been given to the City, but, in any event, the Contractor, any time after the Contract has been signed, shall notify the City of any impending cancellation, actual cancellation, termination or nonrenewal of the policy by faxing or delivering to the City a copy of the insurer's cancellation, termination or nonrenewal notice to Contractor within two (2) business days of Contractor's receipt of said notice. Contractor shall also advise the City in writing within two (2) business days of any oral or other advisement by the insurer of any impending cancellation, actual cancellation, termination or nonrenewal of the policy. (If the City gives written permission for some of the work under this Contract to be subcontracted or it is subcontracted, Contractor shall assure that the subcontractor has the insurance set forth below and that the City and Contractor are listed as an additional insured on all of subcontractor's policies):

a. Comprehensive General Liability. Minimum limit of $1,000,000 combined single limit, $2,000,000 annual aggregate for bodily injury and property damage per occurrence with City named as an additional insured on the policy.

b. Comprehensive Automobile Liability. $1,000,000 combined single limit with City named as an additional insured on the policy.

c. Workers' Compensation. Statutory requirements.Choose a building block.

The provision of insurance shall not be construed, nor is intended, to be a waiver of sovereign immunity or any other defense available to City, its officers, agents or employees except to the extent insurance coverage is actually provided.

19. **Liability and Indemnity**

The parties mutually agree to the following:

a. In no event shall the City be liable to the Contractor for special, indirect, or consequential damages. The maximum liability of the City shall be limited to the amount of money to be paid or received by the City under this Contract.

b. The Contractor shall defend, indemnify, and hold the City and its elected or appointed officials, officers, employees, and agents harmless from and against all actual claims and alleged claims and all damages, including but not limited to losses, liabilities, costs, expenses and attorney fees arising out of personal injuries, including illness or death, and damage to, or destruction of, property, which are caused by the Contractor or the Contractor's agents, employees, sub-contractors or by others for whom Contractor is liable arising out of or in any way connected with or resulting from, performance of, or failure to perform, this contract, regardless of whether or not caused in part by any act or omission of City, its elected or appointed officials, officers, employees or agents. Contractor affirms that it has had the opportunity to recover the costs of the liability insurance required in this Contract in its Contract price.

c. The Contractor shall indemnify and hold the City harmless from all wages or overtime compensation due its employees in rendering services pursuant to this contract, including payment of reasonable attorneys' fees and costs in the defense of any claim made under the Fair Labor Standards Act, the Missouri Prevailing Wage Law, or any other federal or state law.

d. The indemnification obligations of Contractor hereunder shall not be limited by any limitations as to the amount or type of damages, compensation, or benefits payable by or for the Contractor, under any federal or state law, to any person asserting the claim against City, its elected or appointed officials, officers, agents and employees, for

which indemnification is sought.

e. The indemnification obligations herein shall not negate, abridge, or reduce in any way any additional indemnification rights of the City, its elected or appointed officials, officers, agents and employees, which are otherwise available under statute, or in law or equity.

f. All the provisions in this Agreement are subject to the terms of Missouri Sovereign Immunity as set forth in section 537.610.2 and 537.610.5 of the Missouri Revised Statutes. Further, this Contract is not intended to act as a waiver or limitation of City, or any of its officer's, agent's or employee's rights and/or defenses regarding sovereign or any other immunity or defense under Federal Law, Missouri Law or Municipal Regulation.

20. **Excessive Unemployment Requirements**

Whenever there is a period of excessive unemployment in this State (Missouri), as defined by Section 290.550 RSMo., any contractor constructing or building any public works project or improvement as defined in Section 290.210 RSMo. shall employ only Missouri laborers and laborers from nonrestrictive states on such project or improvement in compliance with Sections 290.550 thru 290.580 RSMo.

21. **Bonds**

Pursuant to Section 107.170 RSMo.

a. **Labor and Material Payment Bond.** If this Contract is estimated to exceed $50,000.00, the Contractor shall furnish a Labor and Materials Payment Bond with surety approved by the City and on the forms approved by the City. The bond shall be in the total amount of the Contract conditioned upon the major terms and conditions of this Contract and payment of all labor and material suppliers. It is further mutually agreed

between the parties hereto that if, at any time after the execution of this Contract and the surety bond(s) hereto attached for its faithful payment of labor and material suppliers, the City shall deem the surety or sureties upon such bond(s) to be unsatisfactory, or if, for any reason, such bond(s) ceases to be adequate to cover the performance of the work, the Contractor shall, at its expense, within five (5) days after the receipt of notice from the City to do so, furnish an additional bond or bonds, in such form and amount, and with such surety or sureties as shall be satisfactory to the City. In such event no further payment to the Contractor shall be deemed to be due under this Contract until such new or additional security for the payment of labor and material suppliers shall be furnished in a manner and form satisfactory to the City. The corporate surety on any payment bond must be licensed by the State of Missouri and if the required bond exceeds $25,000.00 must be listed in United States Treasury Circular 570.

b. **Performance Bond.** If the City deems a Performance Bond is necessary, the Contractor shall furnish a Performance Bond with surety approved by the City and on the forms approved by the City. The bond shall be in the total amount of the Contract conditioned upon the full and faithful performance of all major terms and conditions of this Contract. It is further mutually agreed between the parties hereto that if, at any time after the execution of this Contract and the surety bond(s) hereto attached for its faithful performance, the City shall deem the surety or sureties upon such bond(s) to be unsatisfactory, or if, for any reason, such bond(s) ceases to be adequate to cover the performance of the work, the Contractor shall, at its expense, within five (5) days after the receipt of notice from the City to do so, furnish an additional bond or bonds, in such form and amount, and with such surety or sureties as shall be satisfactory to the City. In such event no further payment to the Contractor shall be deemed to be due under this Contract until such new or additional security for the faithful performance of the work shall be furnished in a manner and form satisfactory to the City. The corporate surety on

any performance must be licensed by the State of Missouri and if the required bond exceeds $25,000.00 must be listed in United States Treasury Circular 570.

c. **Maintenance Bond.** If the City deems a Maintenance Bond is necessary, prior to acceptance of the Work, Contractor shall provide a maintenance bond in a form acceptable to the City Attorney and in an amount equal to 50% of the cost of the Work as approved by the City, which shall be in effect for a term of two (2) years from the date that the City issues a certificate of substantial completion for such work covered by the bond, conditioned upon the faithful performance of the provisions, terms and conditions of this contract. The maintenance bond shall name the City as an obligee and copies of the certificates such bond shall be delivered to the City.

22. **Liquidated Damages**

Time of completion of the work by the Contractor is of the essence. Should Contractor fail to complete the work within the time specified in this contract, Contractor shall be liable to the City in the amount of $500.00 per day for each and every calendar day that the Contract remains uncompleted after the time allowed for completion, as liquidated damages, and not as a penalty, it being stipulated that actual damages to the City and the public arising from Contractor's failure to timely complete the work would be difficult, if not impossible, to ascertain. The amount assessed as liquidated damages may be withheld from any moneys otherwise due to Contractor from the City.

23. **Site**

Contractor shall at all times, during the 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.

24. **Prevailing Wage**

If this Contract is estimated to exceed $75,000 for the total project cost, not less than the prevailing hourly rate of wages for work of a similar character in this locality, as established by Prevailing Wage Order No. 32, Jackson County, and amended at any time by the Department of Labor and Industrial Relations of the State of Missouri, shall be paid to all workers performing work under this contract. The penalties forfeited to the City for violations of the Prevailing Wage Act for each workman employed, for each calendar day, or portion thereof, such workman is paid less than their said stipulated rates for any work done under said Contract shall be one hundred dollars ($100) per worker, per day.

25. **OSHA Requirements**

Pursuant to Section 292.675 RSMo.

a. Any contractor for any public body for purposes of construction of public works and any subcontractor (any person entering into a subcontract with a contractor for construction of public works which employs "on-site employees" for purposes of completion of the contract) to such contractor shall provide a ten-hour Occupational Safety and Health Administration (OSHA) construction safety program for their on-site employees which includes a course in construction safety and health approved by OSHA or a similar program approved by the department which is at least as stringent as an approved OSHA program, unless such employees have previously completed the required program. All employees who have not previously completed the program are required to complete the program within sixty days of beginning work on such construction project.

b. Any employee found on a work site subject to this section without documentation of the successful completion of the required course shall be afforded

twenty days to produce such documentation before being subject to removal from the project.

c. The contractor to whom the Contract is awarded and any subcontractor under such contractor shall require all on-site employees to complete the above referenced ten-hour training program or such employees must hold documentation of prior completion of the program. Said contractor and subcontractor(s) shall comply with Section 292.675, RSMo., in all respects as required in relation to work done pursuant to this contract.

d. The contractor shall forfeit as a penalty to the public body on whose behalf the contract is made or awarded, two thousand five hundred dollars ($2,500.00) plus one hundred dollars ($100.00) for each employee employed by the contractor or subcontractor, for each calendar day, or portion thereof, such employee is employed without the required training. The penalty shall not begin to accrue until the time period referenced in subparagraphs (a) and (b) above have elapsed.

e. The public body awarding the Contract shall withhold and retain therefrom all sums and amounts due and owing as a result of any violations of this section when making payments to the contractor under the contract. The contractor may withhold from any subcontractor sufficient sums to cover any penalties the public body has withheld from the contractor resulting from the subcontractor's failure to comply with the terms of this section. If the payment has been made to the subcontractor without withholding, the contractor may recover the amount of the penalty resulting from the fault of the subcontractor in an action maintained in the circuit court in the county in which the public works project is located from the subcontractor.

f. "On-site employees" are defined as laborers, workmen, drivers, equipment operators, and craftsmen employed by contractors and subcontractors to be directly

engaged in construction at the site of the public works. "Directly engaged in construction" shall mean work performed in the actual erection of the structure or completion of the improvement constituting the public works. In addition, employees working at a nearby or adjacent facility used by the contractor or subcontractor for construction of the public works shall be deemed "on-site employees." Persons engaged solely in the transportation of materials, fuel, or equipment to the site of the public works shall not be deemed to be "directly engaged in construction."

26. **Enrollment in Work Authorization Program and Affidavit Concerning Employment of Unauthorized Aliens**

If this contract, awarded to a business entity, exceeds five thousand dollars, the business entity, and any subcontractors of the business entity, shall, by affidavit and provision of documentation, affirm its or their enrollment and participation in a federal work authorization program with respect to the employees working in connection with the contracted services. Every such business entity, and any subcontractors of the business entity, shall also affirm by the affidavit that it does not knowingly employ any person who is an unauthorized alien in connection with the contracted services. A subcontractor shall provide similar affidavit and documentation to the Contractor at the time the subcontractor is hired pursuant to Section 15 CSR 60-15.020. The business entity and any subcontractor of the business entity shall be required to provide the affidavits described in this section to the City on an annual basis. The business entity is not required to provide the E-Verify Memorandum of Understanding, or similar document, showing the business entity is in fact, enrolled in E-Verify or similar program each year unless the business entity has updated or entered into a new Memorandum of Understanding. A federal work authorization program is 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. *A business entity is any person or group of persons performing or engaging in any activity, enterprise, profession, or occupation for gain, benefit, advantage, or livelihood. The term business entity shall include but not be limited to self-employed individuals (except it shall not include a self-employed individual with no employees), partnerships, corporations, contractors, and subcontractors.*

The following Affidavit shall be used by the Contractor and any subcontractors that are required to sign:

WORK AUTHORIZATION AFFIDAVIT

STATE OF Wisconsin)
) ss.
COUNTY OF Chippewa)

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 Megan Warring, who, being duly sworn, states on his oath or affirmation as follows:

1. My name is Megan Warring and I am currently the secretary of DRT Biosolids (hereinafter "Company"), whose business address is 7140 St. Hwy 40 Bicomer WI 54124 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. Company is enrolled in and participates in a federal work authorization program with respect to the employees working in connection with the contracted Project Services.

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

Megan Warring

Affiant / Contractor

Megan Warring

Printed Name

Subscribed and sworn to before me this 5 day of May, 2026

SEAL

PEGGY J. JOHNSON NOTARY PUBLIC STATE OF WISCONSIN

Peggy J Johnson

Notary Public expires 4/23/2029

27. **Anti-Discrimination Against Israel Act**

If this agreement has a total potential value of $100,000 or more and Contractor has ten or more employees, the following applies: Pursuant to Section 34.600, RSMo, Contractor agrees to comply with Missouri law regarding the Anti-Discrimination Against Israel Act, and execution of this Contract constitutes Contractor's certification of compliance with the Anti-Discrimination Against Israel Act, including that it is not currently engaged in, and shall not, for the duration of the contract, engage in a boycott of goods or services from the State of Israel; companies doing business in, or with, Israel companies authorized by, licensed by, or organized under, the laws of the State of Israel; or persons or entities doing business in the State of Israel.

28. **Notices**

All notices required or permitted under this Contract are required to be in writing and may be given by first class mail addressed to City or Contractor at the addresses shown above or by hand delivering a copy of the same to the City or Contractor or may be given by any combination of these methods. The date of delivery of any notice given by mail shall be the date falling on the third day after the day of its mailing.

29. **Jurisdiction**

This Contract and every question arising hereunder shall be construed or determined according to the laws of the State of Missouri. Should any part of this Contract be litigated, venue shall be proper only in the Circuit Court of Jackson County, Missouri at Independence or the Federal District Court for the Western District of Missouri, as appropriate. Contractor submits to the personal jurisdiction of and waives any personal jurisdiction or inconvenient forum objection to those courts.

30. **Warranty**

Contractor warrants that all workmanship shall be of good quality, in conformance with

bid specifications and guarantees all materials, equipment furnished, and work performed for a period of two (2) years 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 Contract. Contractor shall, within ten (10) days' notice from the City, correct any work found to be defective, incorrect, or not in accordance with bid specifications.

31. **Severability**

The invalidity, illegality, or unenforceability of any provision of this Contract or the occurrence of any event rendering any portion or provision of this Contract void shall in no way affect the validity or enforceability of any other portion or provision of this Contract. Any void provision shall be deemed severed from this Contract, and the balance of this Contract shall be construed and enforced as if this Contract did not contain the particular portion or provision held to be void.

32. **Entire Contract**

This Contract contains the entire Contract of the parties. No modification, amendment, or waiver of any of the provisions of this Contract shall be effective unless in writing specifically referring hereto and signed by both parties. This Contract supersedes all other agreements and conditions, including, but not limited to the Exhibits attached to this Contract.

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

SIGNATURES

DRT BIOSOLIDS INC

Megan Warring

Name, Title

Megan Warring
Secretary

CITY OF BLUE SPRINGS

_____

Christine Cates, City Administrator

APPROVED AS TO FORM

_____

City Attorney

EXHIBIT 1 – SCOPE OF WORK

Name of Contractor: DRT Biosolids Inc.

Scope of Work (Job Description):

The Contractor shall furnish all labor, equipment, materials, and transportation necessary to remove, transport, and properly dispose of wastewater treatment plant sludge generated at the Sni-A-Bar Wastewater Treatment Plant. All sludge handling, hauling, and disposal shall be performed in accordance with the facility's Missouri State Operating Permit (MO-0028886) and all applicable local, state, and federal regulations. Approved disposal methods include land application, transport to a permitted disposal facility, or disposal at a licensed landfill. The Contractor shall coordinate removal activities with City staff to ensure timely service, prevent excessive onsite accumulation, and maintain continuous and compliant plant operations.

All work shall be performed in accordance with Contractor's Proposal dated March 31, 2026 attached hereto and incorporated herein as Attachment A. The contractor shall refer to the project Specifications Manual as it relates to all project specific requirements, attached hereto and incorporated herein as Attachment B.

Start Date: June 1, 2026

Interim Deadlines (if applicable): N/A

Final Completion Date: May 31, 2027

Reimbursable Expenses: N/A

Maximum Payment:

Dollar Amount	Type or Total Payment / Expense
$670,000	Maximum payment for services rendered
$0.00	Maximum amount of expenses to be reimbursed
$670,000	Total Maximum amount to be paid to the Contractor

Payment Schedule:

Monthly as invoiced.

ARTICLE 10
BID FORM PROPOSAL

PROJECT NAME Sni-A-Bar WWTP Sludge Removal BID TIME 2:00 PM

PROJECT LOCATION 4601 Seymour Rd. Grain Valley, MO 64075 BID DATE March 31, 2026

BIDDER NAME DRT Biosolids, Inc.

TO: City of Blue Springs ("Owner")

In response to the Invitation for Bids for Project No. 25-1032 Sni-A-Bar WWTP Sludge Removal, and in accordance with the Instructions to Bidders and other Bidding Documents, the undersigned Bidder declares that he has had an opportunity to examine the site of the Work and has carefully examined the Contract Documents therefore, including the Addenda identified below, and on the basis thereof, and being fully familiar with the local conditions affecting the Work, and upon written notice of award of contract, acknowledges and agrees to provide all labor, material, equipment, tools, management and supervision, safety and technical services, insurance, bonds and incidentals necessary or required for the faithful performance of the Contract Work in accordance with the above-referenced documents in a safe, timely and workmanlike manner for the following Base Bid Price:

BASE BID: Six hundred and seventy thousand Dollars ($ 670,000.00)
(Amount in Words)

The Base Bid amount is more fully itemized as follows:

ITEM	DESCRIPTION	UNIT	QUANTITY	UNIT PRICE	EXTENDED PRICE
1	Mobilization, Demobilization, Startup, Permits, Insurance and Bonds	LS	1	$20,000.00	$20,000.00
2	Sludge removal from existing lagoons, transported and disposed	Dry Tons	2,600	$250	$650,000.00
				Total Base Total	670,000.00

By submitting this Bid, the Bidder agrees to waive any claim it has or may have against the Owner or Engineer, and their respective employees, arising out of or in connection with the administration, evaluation or recommendation of any bid(s).

Addenda

The undersigned Bidder acknowledges the following Addenda, if any:

Addendum No.: _____ dated _____ pages _____

Addendum No.: _____ dated _____ pages _____

Addendum No.: _____ dated _____ pages _____

Addendum No.: _____ dated _____ pages _____

Acknowledgements

Bid Bond

AIA® Document A310™ – 2010

Bid Bond No. GR36095

CONTRACTOR:
(Name, legal status and address)
DRT BIOSOLIDS, INC.
7140 State Hwy 40
Bloomer, WI 54724

SURETY:
(Name, legal status and principal place of business)
Granite Re, Inc.
14001 Quailbrook Drive
Oklahoma City, OK 73134

This document has important legal consequences. Consultation with an attorney is encouraged with respect to its completion or modification.

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

OWNER:
(Name, legal status and address)
City of Blue Springs
903 W. Main Street
Blue Springs, MO 64015

BOND AMOUNT: Five Percent of the Bid Amount (5.00% of Bid Amount)

PROJECT:
(Name, location or address, and Project number, if any)
Sni-A-Bar WWTP Sludge Removal

The Contractor and Surety are bound to the Owner in the amount set forth above, for the payment of which the Contractor and Surety bind themselves, their heirs, executors, administrators, successors and assigns, jointly and severally, as provided herein. The conditions of this Bond are such that if the Owner accepts the bid of the Contractor within the time specified in the bid documents, or within such time period as may be agreed to by the Owner and Contractor, and the Contractor either (I) enters into a contract with the Owner in accordance with the terms of such bid, and gives such bond or bonds as may be specified in the bidding or Contract Documents, with a surety admitted in the jurisdiction of the Project and otherwise acceptable to the Owner, for the faithful performance of such Contract and for the prompt payment of labor and material furnished in the prosecution thereof; or (2) pays to the Owner the difference, not to exceed the amount of this Bond, between the amount specified in said bid and such larger amount for which the Owner may in good faith contract with another party to perform the work covered by said bid, then this obligation shall be null and void, otherwise to remain in full force and effect. The Surety hereby waives any notice of an agreement between the Owner and Contractor to extend the time in which the Owner may accept the bid. Waiver of notice by the Surety shall not apply to any extension exceeding sixty (60) days in the aggregate beyond the time for acceptance of bids specified in the bid documents, and the Owner and Contractor shall obtain the Surety's consent for an extension beyond sixty (60) days.

If this Bond is issued in connection with a subcontractor's bid to a Contractor, the term Contractor in this Bond shall be deemed to be Subcontractor and the term Owner shall be deemed to be Contractor.

When this Bond has been furnished to comply with a statutory or other legal requirement in the location of the Project, any provision in this Bond conflicting with said statutory or legal requirement shall be deemed deleted herefrom and provisions conforming to such statutory or other legal requirement shall be deemed incorporated herein. When so furnished, the intent is that this Bond shall be construed as a statutory bond and not as a common law bond.

Signed and sealed this 17th day of March, 2026.

(Witness)

(Witness) **Alayna Hammer**

DRT BIOSOLIDS, INC.
(Principal) *(Seal)*

(Title)

Granite Re, Inc.
(Surety) *(Seal)*

(Title) **Eliot Motu, Attorney-in-fact**

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061110

GRANITE RE, INC.

GENERAL POWER OF ATTORNEY

Know all Men by these Presents:

That GRANITE RE, INC., a corporation organized and existing under the laws of the State of MINNESOTA and having its principal office at the City of OKLAHOMA CITY in the State of OKLAHOMA does hereby constitute and appoint:

MICHAEL J. DOUGLAS; CHRIS STEINAGEL; CHRISTOPHER M. KEMP; KARLA HEFFRON; SAMUEL DUCHOW; ROBERT DOWNEY; JULIA DOUGLAS; CONNIE SMITH; KORY MORTEL; ELIOT MOTU; WILLIAM FRAZIER its true and lawful Attorney-in-Fact(s) for the following purposes, to wit:

To sign its name as surety to, and to execute, seal and acknowledge any and all bonds, and to respectively do and perform any and all acts and things set forth in the resolution of the Board of Directors of the said GRANITE RE, INC. a certified copy of which is hereto annexed and made a part of this Power of Attorney; and the said GRANITE RE, INC. through us, its Board of Directors, hereby ratifies and confirms all and whatsoever the said:

MICHAEL J. DOUGLAS; CHRIS STEINAGEL; CHRISTOPHER M. KEMP; KARLA HEFFRON; SAMUEL DUCHOW; ROBERT DOWNEY; JULIA DOUGLAS; CONNIE SMITH; KORY MORTEL; ELIOT MOTU; WILLIAM FRAZIER may lawfully do in the premises by virtue of these presents.

In Witness Whereof, the said GRANITE RE, INC. has caused this instrument to be sealed with its corporate seal, duly attested by the signatures of its President and Assistant Secretary, this 31st day of July, 2023.

Kenneth D. Whittington, President

Kyle P. McDonald, Assistant Secretary

STATE OF OKLAHOMA)
) SS:
COUNTY OF OKLAHOMA)

On this 31st day of July, 2023, before me personally came Kenneth D. Whittington, President of the GRANITE RE, INC. Company and Kyle P. McDonald, Assistant Secretary of said Company, with both of whom I am personally acquainted, who being by me severally duly sworn, said, that they, the said Kenneth D. Whittington and Kyle P. McDonald were respectively the President and the Assistant Secretary of GRANITE RE, INC., the corporation described in and which executed the foregoing Power of Attorney; that they each knew the seal of said corporation; that the seal affixed to said Power of Attorney was such corporate seal, that it was so fixed by order of the Board of Directors of said corporation, and that they signed their name thereto by like order as President and Assistant Secretary, respectively, of the Company.

My Commission Expires:
April 21, 2027
Commission #: 11003620

Notary Public

GRANITE RE, INC.

Certificate

THE UNDERSIGNED, being the duly elected and acting Assistant Secretary of Granite Re, Inc., a Minnesota Corporation, HEREBY CERTIFIES that the following resolution is a true and correct excerpt from the July 15, 1987, minutes of the meeting of the Board of Directors of Granite Re, Inc. and that said Power of Attorney has not been revoked and is now in full force and effect.

"RESOLVED, that the President, any Vice President, the Assistant Secretary, and any Assistant Vice President shall each have authority to appoint individuals as attorneys-in-fact or under other appropriate titles with authority to execute on behalf of the company fidelity and surety bonds and other documents of similar character issued by the Company in the course of its business. On any instrument making or evidencing such appointment, the signatures may be affixed by facsimile. On any instrument conferring such authority or on any bond or undertaking of the Company, the seal, or a facsimile thereof, may be impressed or affixed or in any other manner reproduced; provided, however, that the seal shall not be necessary to the validity of any such instrument or undertaking."

IN WITNESS WHEREOF, the undersigned has subscribed this Certificate and affixed the corporate seal of the Corporation this 17th day of March, 2026.

Kyle P. McDonald, Assistant Secretary

GR0800-1

AFFIDAVIT OF COMPLIANCE
ANTI-DISCRIMINATION AGAINST ISRAEL ACT

Affidavit of Compliance with Section 34.600 RSMo for Contracts over $100,000 or for Contractors with Ten (10) or more employees:

I, Megan Warning [Contractor Agent], being duly sworn, attest and state, under penalty of perjury, as follows:

1. I am employed by DRT Biosolids, Inc. [Contractor] and serve as the Secretary [Position with Contractor].

2. I hereby affirm that DRT Biosolids, Inc. [Contractor]:

   a) is not currently engaged in and shall not, for the duration of the contract, engage in a boycott of goods or services from the State of Israel; or

   b) is not currently engaged in and shall not, for the duration of the contract, engage in a boycott of goods or services from companies doing business in or with Israel or authorized by, licensed by, or organized under the laws of the State of Israel; or

   c) is not currently engaged in and shall not, for the duration of the contract, engage in a boycott of goods or services from persons or entities doing business in the State of Israel.

Further Affiant Sayeth Not.

Megan Warning
[Contractor Agent]

STATE OF ~~MISSOURI~~ Wisconsin)
Chippewa COUNTY)) ss.

Subscribed and sworn to me, a notary public, this 18 day of March, 2026.

Jessica L. LaGesse
Notary Public

My commission expires: 06/23/2028

JESSICA L. LAGESSE NOTARY PUBLIC STATE OF WISCONSIN

NON-COLLUSION AFFIDAVIT

State of ~~Missouri~~ Wisconsin)
S.S.
County of Chippewa)

Megan Warring, being first duly sworn, deposes and says that:

1. They are the (owner, partner, officer, representative, or agent) of DRT Biosolids Inc., the Bidder that has submitted the attached Bid;

2. They are fully informed respecting the preparation and contents of the attached Bid and of all pertinent circumstances respecting such Bid;

3. Such bid is genuine and is not a collusive or sham bid; and that all statements made, and fact set out in the Proposal are true and correct;

4. Neither the said Bidder nor any of its officers, partners, owners, agents, representatives, employees, or parties in interest including this affidavit, has in any way colluded, considered, connived, or agreed, directly or indirectly with any other bidder, firm, or person, to submit a sham bid in connection with the Contract for which the attached Bid has been submitted or to refrain from bidding in connection with such Contract; or has in any manner, directly or indirectly, sought by agreement or collusion or communication or conference with any other bidder, firm, or person to fix the price or prices in the attached Bid or of any other bidder, or to fix the overhead, profit, or cost element of the Bid price of the other bidder, or to secure through any collusion, conspiracy, connivance, or unlawful agreement any advantage against the City of Blue Springs or any person interested in the Proposed Contact.

5. The price or prices quoted in the attached Bid are fair and proper, and are not tainted by any collusion, conspiracy, connivance, or unlawful agreement on the part of the Bidder or any of its agents, representatives, owners, employees, or parties in interest, including this affidavit; and

6. They further certify that Bidder is not financially interested in or financially affiliated with any other bidder on this project.

7. No Councilmember, City Administrator, Director of Finance, or any City employee, either direct or indirect, is financially interested in the Bid submitted to the City pursuant to this invitation, nor is the Bidder a City employee or Councilmember whose bid creates a conflict of interest, and further Bidder certifies that no member or officer of its firm or corporation is an officer or employee of the City. A conflict of interest would arise if any person named in this section is in a position to affect either the decision to solicit bids or the selection of the successful Bidder. All applicable federal regulations and provisions of RSMo. Section 105.450 et seq. shall not be violated.

Signed: Megan Warring

Title: Secretary

Subscribed and sworn to before me this 18 day of March, 2026.

Notary Public: Jessica L. Lagesse

My Commission expires: 08/13/2029

JESSICA L. LAGESSE NOTARY PUBLIC STATE OF WISCONSIN

SUBCONTRACTOR APPROVAL FORM

This report must accompany and be part of the sealed Bid Proposal.

1. Name of Bidder: DRT Biosolids, Inc.
2. Address Bidder: 7140 St. Hwy 40

Bloomer	WI	54724	715-565-1730
City	State	Zip	Phone

3. The above-named Bidder intends to subcontract for materials, services, supplies, specialty contractors, etc., in the following fashion:

Names and Addresses of Subcontractor Which the Contractor Anticipates Utilizing	Nature of Participation	$ Value of Subcontractor
N/A		

A. Total of Above _____

B. Total Bid Amount _____

Subcontractor Utilization as a % of Total Bid Amount: (A/B x 100) _____

Megan Warring
Name-Authorized Officer of Bidder

Megan Warring
Signature-Office Bidder

3-16-2026
Date

SIGNATURE AND IDENTITY OF BIDDER

The undersigned states that the correct LEGAL NAME and ADDRESS of (1) the individual Bidder, (2) each partner or joint venture (whether individuals or corporations, and whether doing business under a fictitious name), or (3) the corporation (with the state in which it is incorporated) are shown below; that (if not signing with the intention of binding himself to become the responsible and sole contractor) he is the agent of, and duly authorized in writing to sign for the Bidder or Bidders; and that he is signing and executing this (as indicated in the proper spaces below) as the proposal of a

( ) sole individual ( ) partnership ( ) joint venture

(X) corporation, incorporated under laws of state of Wisconsin

Dated 05/14/2002

Name of individual, all partners, or joint ventures:	Address of each:
Ronnie Rihn - President	219 Thompson St. Bloomer WI 54724
Ryan Naset - Vice President	11944 205th Ave Bloomer WI 54724
Megan Warring - Secretary	1616 Kranzfelder St. Bloomer WI 54724
Brandon Mitchell - Treasurer	20371 City Hwy Q Bloomer WI 54724

doing business under the name of:	Address of principal place of business in Missouri

(If using a fictitious name, show this name above in addition to legal names)

DRT Biosolids, Inc.	117 S. Lexington St. Ste 100 Harrisonville MO 64701

(If a corporation, show its name above)

ATTEST: (SEAL)

Secretary Title

NOTE: If the Bidder is doing business under a FICTITIOUS NAME, the Proposal shall be executed in the legal name of the individual, partners, joint ventures, or corporation, with the legal address shown, and REGISTRATION OF FICTITIOUS NAME filed with the Secretary of State, as required by Sections 417.200 to 417.230, RS Mo. If the Bidder is a CORPORATION NOT ORGANIZED UNDER THE LAWS OF MISSOURI, it shall procure a CERTIFICATE OF AUTHORITY TO DO BUSINESS IN MISSOURI, as required by Section 351.570 and following, RS Mo.

PROJECT MANUAL

City of Blue Springs
Sni-A-Bar WWTP
Sludge Removal

Project No. 25-1032

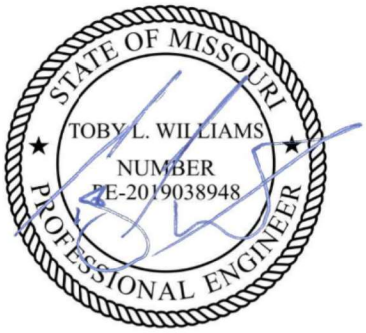
February 2026

Presented to:

City of Blue Springs

903 W. Main Street

Blue Springs, MO 64015



Toby L. Williams, P.E. #2019038948
State of Missouri
Registered Professional Engineer for Cochran

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Form of Contract Payment Bond **PAB-1**

General Conditions of Owner-Contractor Agreement

Article 1 Contract Documents GC-1
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Technical Specifications

Section 100 Sludge Removal and Disposal
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INVITATION FOR BIDS

Sealed bids for the Sni-A-Bar WWTP Sludge Removal (hereinafter "Project") will be received by the City of Blue Springs, 903 W. Main Street, Blue Springs, MO 64015, until 2:00 PM, on Tuesday, March 31, 2026. The bids will be publicly opened and read aloud at 2:00 PM, on Tuesday, March 31, 2026 at City Hall.

The Scope of Work includes the removal and disposal of approximately 2,600 dry tons of sludge from Sludge Lagoons #1 and #2 located at the City of Blue Springs Sni-A-Bar WWTP. Removal/disposal methods shall be as selected by Contractor and shall include disposal by land application or transfer to an approved disposal facility.

Bid packages will be available after 2:00 PM on Tuesday, March 3, 2026. To ensure that you receive all addenda, request bid documents by email from Nick Weber at nweber@cochraneng.com. Bid packages will be distributed electronically at no cost to the bidder. When requesting the documents, you will be required to provide your company name, contact person and phone number, a complete company address and an e-mail address to be added to the Plan Holders List and for receiving official bidding communications and addenda. If you are not on the Plan Holders List, you will not receive any addenda issued. Hard copies will not be available for purchase. Bidders may make printed copies of the bid documents (plans, project manual, and a bid packet) at their own expense. Project and bidding questions shall be conducted exclusively via e-mail. Any questions regarding this project must be submitted to: nweber@cochraneng.com, by 2:00 pm local time on March 26, 2026. No written questions after this date or any verbal questions will be recognized.

A bid security in the amount of five percent (5%) of the bid amount must accompany each bid, in accordance with the Instructions to Bidders.

The City of Blue Springs anticipates issuing a Notice of Award in April 2026. The Work to be performed under the Contract shall be completed within 365 consecutive calendar days from and including the date of said written Notice to Proceed, subject to adjustment of this Contract Time as provided in the Contract Documents. Once work has commenced, remaining contract length to be reduced to 60 consecutive calendar days.

The wage rates applicable to this project have been predetermined as required by law and are set forth in this specification. When Federal wage rates are applicable and included, this contract is subject to the "Work Hours Act of 1962," (P.L. 87-581: 76 Stat. 357) and implementing regulations.

Effective January 1, 2009, and pursuant to RSMo 285.530 (1), No business entity or employer shall knowingly employ, hire for employment, or continue to employ an unauthorized alien to perform work within the state of Missouri. The successful bidder must submit a sworn affidavit and documentation affirming the business entity's enrollment and participation in the federal work authorization program and that all of its employees working for the contracted services are not illegal immigrants.

Bidders on this work will be required to comply with the President's Executive Order Number 11246. Requirements for bidders and contractors under this order are explained in the specifications.

Upon signing the contract, the successful contractor and any subcontractor performing the work shall provide a ten-hour Occupational Safety and Health Administration (OSHA) construction safety program for their on-site employees.

The City of Blue Springs hereby notifies all bidders that it will affirmatively ensure that in any contract entered into pursuant to this advertisement, 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, or national origin in consideration for an award.

THE OWNER INTENDS TO AWARD THE CONTRACT TO THE MOST RESPONSIVE, RESPONSIBLE BIDDER SUBMITTING THE LOWEST BID. THE OWNER RESERVES THE RIGHT TO REJECT ANY AND ALL BIDS, AND TO WAIVE ANY IRREGULARITIES IN THE BEST INTEREST OF THE OWNER.

INSTRUCTIONS TO BIDDERS

ARTICLE 1

DEFINITIONS

1.1 **Bidding Documents** include the Invitation to Bid, Instructions to Bidders, the Bid Form and the proposed Contract Documents including any Addenda issued prior to receipt of Bids. The **Contract Documents** proposed for the Work consists of the Owner-Contractor Agreement, State Wage Determination, Non-Collusion Affidavit, Performance and Payment Bond, the Specifications, the Drawings, the Construction Schedule, all Addenda, and all Modifications.

1.2 All definitions set forth in the General Conditions of Owner-Contractor Agreement or in other Contract Documents are applicable to the Bidding Documents.

1.3 **Addenda** are written or graphic instruments issued prior to the execution of the Owner-Contractor Agreement, which modify or interpret the Bidding Documents by additions, deletions, clarifications or corrections.

1.4 A **Bid** is a complete and properly signed proposal to do the Work, or a designated portion thereof, for the sums stipulated therein, submitted in accordance with the Bidding Documents.

1.5 The **Base Bid** is the sum stated in the bid for which the bidder offers to perform the Work described in the Bidding Documents as the base to which work may be added or from which work may be deleted for sums stated in alternate bids.

1.6 An **Alternate Bid** is an amount stated in the bid to be considered in addition to the Base Bid if the corresponding Change in the Work, as described in the Bidding Documents, is accepted.

1.7 A **Unit Price** is an amount stated in the bid as a price per unit of measurement for materials or services as described in the Bidding Documents or in the proposed Contract Documents.

1.8 A **Bidder** is a person or entity who submits a bid.

1.9 A **Sub-Bidder** is a person or entity who submits a bid to a bidder for materials or labor for a portion of the Work.

ARTICLE 2

BIDDER'S REPRESENTATIONS

2.1 Each bidder by making his bid represents and warrants that:

2.1.1 He has read and understands the Bidding Documents and his bid is made in accordance therewith.

2.1.2 He has visited and carefully examined the site of the Work, and has familiarized himself with and satisfied himself of the following:

1. the nature and location of the Work;
2. the character, quality and quantity of materials to be encountered;
3. the character and quantity of equipment and facilities needed prior to and during performance of the Work;
4. the local conditions under which the Work is to be performed, including the availability of necessary labor;
5. the requirements for maintaining existing facilities in continuous service, if necessary or required.

2.1.3 He has correlated his examination and observations with the requirements of the proposed Contract Documents.

2.1.4 His bid is based upon the materials, products, systems and equipment required by the Bidding Documents.

ARTICLE 3

BIDDING DOCUMENTS

3.1 COPIES

3.1.1 Bidders may obtain complete sets of the Bidding Documents from the issuing office designated in the Invitation to Bid in the number and for the deposit sum, if any, stated therein.

3.1.2 Each bidder shall use a complete set of Bidding Documents in preparing his bid.

3.2 INTERPRETATION OR CORRECTION OF BIDDING DOCUMENTS

3.2.1 Bidders shall promptly notify the Owner in writing of any ambiguity, inconsistency or error which they may discover upon examination of the Bidding Documents or of the site and local conditions.

3.2.2 Bidders may request clarification or interpretation of the Bidding Documents by making a written request which shall reach the Owner at least seven (7) days prior to the date for receipt of bids.

3.2.3 Any interpretation, correction or change of the Bidding Documents will be made by Addendum. Interpretations, corrections or changes of the Bidding Documents made in any other manner will not be binding on the Owner, and bidders shall not rely upon such interpretations, corrections and changes.

3.2.4 If the Owner determines that clarification of the terms and conditions of the Bidding Documents is necessary, an Addendum will be made available to all bidders setting forth-such clarification.

3.3 SUBSTITUTIONS

3.3.1 The materials, products, systems and equipment described in the Bidding Documents establish a minimum standard of required function, dimension, appearance and quality which must be met by any proposed substitution.

3.3.2 No substitution of the materials, products, systems and equipment described in the Bidding Documents will be considered prior to receipt of bids unless written request for approval has been received by the Owner at least ten (10) days prior to the date for receipt of bids. Each such request shall include the name of the material, product, system or equipment for which substitution will be made and a complete description of the proposed substitute including drawings, costs, performance and test data and any other information necessary for an evaluation. A statement setting forth any changes in other materials, products, systems or equipment or other work that incorporation of the substitute would require shall be included in each such request. The Owner, in its sole discretion, may approve or disapprove the proposed substitute.

3.3.3 If the Owner approves any proposed substitution prior to receipt of bids, such approval will be set forth in an Addendum. Bidders shall not rely upon approvals made in any other manner.

3.3.4 No substitutions will be considered after the Contract is awarded unless specifically provided in the Contract Documents.

3.4 ADDENDA

3.4.1 Addenda will be mailed or delivered to all who are known by the Owner to have received a complete set of Bidding Documents.

3.4.2 Copies of Addenda will be made available for inspection wherever Bidding Documents are on file for that purpose.

3.4.3 Prior to submitting his bid, each bidder shall ascertain that he has received all Addenda issued, and he shall acknowledge receipt of all such Addenda in his bid.

ARTICLE 4

BIDDING PROCEDURE

4.1 FORM AND STYLE OF BIDS

4.1.1 Attached to the Contract Documents is a separate, complete set of Bid Forms to be signed and submitted as the Bidder's formal bid. To be considered, a bid shall be properly completed using these Bid Forms.

4.1.2 All blanks on the Bid Form shall be filled in by typewriter or manually in ink.

4.1.3 Where so indicated by the make-up of the Bid Form, dollar amounts shall be expressed in both words and figures and in case of discrepancy between the two, the amount written in words shall govern.

4.1.4 Any interlineation, alteration or erasure must be initialed by the signer of the bid.

4.1.5 Where two or more bids for designated portions of the Work have been requested, the Bidder may, without forfeiture of his bid security, state his refusal to accept award of less than the combination of bids if he so stipulates. The Bidder shall make no additional stipulations on the Bid Form nor qualify his bid in any other manner.

4.1.6 Each copy of the bid shall include the legal name of the Bidder and a statement that the Bidder is a sole proprietor, a partnership, a corporation, or some other legal entity. Each copy shall be signed by the person or persons legally authorized to bind the bidder to a contract. A bid submitted by an agent shall have a current power of attorney attached certifying the agent's authority to bind the Bidder.

4.1.7 The Owner shall not be responsible in any way for any costs or expenses related to the preparation or submission of any bid.

4.1.8 In the case of discrepancy between unit pricing and extended price or total bid, the unit pricing shall govern.

4.2 BID SECURITY

4.2.1 Each bid shall be accompanied by a certified check or bank draft on a responsible solvent Missouri bank, or a satisfactory bid bond executed by the bidder and an acceptable Surety company, naming the Owner as Obligee, in the amount of not less than five percent (5%) of the Base bid plus the greatest of the Alternate bids (“Bid Security”). If the bidder fails to enter into a Contract with the Owner on the terms stated in his bid, or fails to furnish Performance and Payment Bonds as required by the Contract Documents, the amount of the Bid Security shall be forfeited to the Owner as liquidated damages, not as a penalty.

4.2.2 IMPORTANT – Surety companies executing BONDS must appear on the Treasury Department’s most current list (Circular 570 as amended) and be authorized to transact business in Missouri.

4.2.3 The Owner will have the right to retain the Bid Security of bidders to whom an award is being considered until either, (a) the Owner-Contractor Agreement has been executed and the Performance and Payment Bonds have been furnished, (b) the specified time has elapsed so that bids may be withdrawn, or (c) all bids have been rejected.

4.3 SUBMISSION OF BIDS

4.3.1 Bidders must complete and submit with their bids the "Non-Collusion Affidavit" included with the Bid Form and 5% Bid Security. Bidders shall also complete and submit the following:

1. a designation of the Work, item by item, including the related dollar amount and total dollar amount, to be performed by the bidder with his own forces;

2. the proprietary names and the suppliers of principal items or systems of materials and equipment proposed for the Work;

3. "Subcontractor Approval Form" for each and every proposed Subcontractor, or other persons or entities (including those who are to furnish materials or equipment fabricated to a special design) proposed for the principal portions of the Work.

4.3.2 All copies of the bid, the Bid Security and any other documents required to be submitted with the bid shall be enclosed in a sealed envelope identified "SEALED BID ENCLOSED" on the face thereof. The envelope shall be addressed and delivered to the Owner and shall be identified with the 25-1032, the Bidder's name and address and, if applicable, the designated portion of the Work for which the Bid is submitted. If the bid is sent by mail, the sealed envelope shall be enclosed in a separate mailing envelope with the notation "SEALED BID ENCLOSED" on the face thereof.

4.3.3 Bids shall be deposited at the designated location prior to the time and date for receipt of bids indicated in the Invitation to Bid or any extension thereof made by an Addendum. Bids received after the time and date for receipt of bids will be returned unopened.

4.3.4 The bidder shall assume full responsibility for timely delivery at the location designated for receipt of bids.

4.4 MODIFICATION OR WITHDRAWAL OF BID

4.4.1 A bid may not be modified, withdrawn or cancelled by the bidder within sixty (60) days following the time and date designated for the receipt of bids, and each bidder so agrees in submitting his bid.

4.4.2 Prior to the time and date designated for receipt of bids, any bid submitted may be modified or withdrawn by notice to the party receiving bids at the place designated for receipt of bids. Such notice shall be in writing over the signature of the bidder. A letter of protest must be received by the soliciting entity by the close of business ten (10) business days prior to the due date for bid response.

4.4.3 Withdrawn bids may be resubmitted up to the time designated for the receipt of bids provided that they are then fully in conformance with these Instructions to Bidders.

4.4.4 The amount of the Bid Security shall be in an amount sufficient for the bid as modified or resubmitted.

ARTICLE 5

CONSIDERATION OF BIDS

5.1 OPENING OF BIDS

5.1.1 Unless stated otherwise in the Invitation to Bid, the properly identified bids received on time will be opened publicly and will be read aloud.

5.2 REJECTION OF BIDS

5.2.1 The Owner shall have the right to reject any or all bids, to reject a bid not accompanied by the Bid Security or by other data required by the Bidding Documents, to reject a bid which is in any way incomplete or irregular, and to rebid the Work at a later date, if all bids are rejected.

5.3 ACCEPTANCE OF BID (AWARD)

5.3.1 The Owner may make any investigation of a bidder as it deems necessary to determine that the bidder is responsible and properly qualified to perform the Work. Bidders shall furnish information regarding their qualifications upon the reasonable request of the Owner. The Owner reserves the right to reject any bid if the evidence submitted by, or other investigation of, the bidder fails to satisfy the Owner that, in the Owner’s opinion, the bidder has the proper qualifications to perform the Work in accordance with the Contract.

5.3.2 It is the intent of the Owner to award the Contract to the lowest responsive, responsible bidder provided the bid has been submitted in accordance with the requirements of the Bidding Documents and does not exceed the funds available.

5.3.3 The Owner shall have the right to accept alternates and to determine the low bidder on the basis of the sum of the base bid and the alternates accepted.

ARTICLE 6

POST BID INFORMATION

6.1 **SUBMITTALS**

6.1.1 The bidder will be required to establish, to the satisfaction of the Owner, the reliability and responsibility of the persons or entities proposed to furnish and perform the Work.

6.1.2 Prior to the award of the Contract, the Owner will notify the bidder in writing if the Owner, after due investigation, objects to any such person or entity proposed by the bidder pursuant to Subparagraph 4.3.1 above. If the Owner objects to any such proposed person or entity, the bidder may, at his option, (1) withdraw his bid, or (2) submit an acceptable substitute person or entity with no adjustment in his bid price.

6.1.3 Persons and entities proposed by the bidder and to whom the Owner has made no objection under the provisions of Subparagraph 6.1.2 must be used on the Work for which they were proposed and shall not be changed except with the prior written consent of the Owner.

ARTICLE 7

AWARD OF CONTRACT

7.1 Following receipt, to the satisfaction of the Owner, of all information required under Paragraph 6.1 above, the Owner shall mail to the successful bidder the Notice of Award of the Contract.

7.2 Within five (5) working days from the date of receipt of the Notice of Award, the successful bidder shall execute and deliver to the Owner the Contract Documents, and shall furnish the Bonds required by Paragraph 8.1 below and the Certificates of Insurance required by Subparagraph 10.1.3 of the General Conditions. In the event the successful bidder fails to execute and deliver the Contract Documents, the Bonds and the Certificates of Insurance as aforesaid, the Owner may, at its option, consider the bidder in default and award the Contract to another bidder, in which case the Bid Security of the defaulting bidder shall be forfeited to the Owner as liquidated damages, and not as a penalty.

7.3 The Contract, when executed, shall be deemed to include the entire agreement between the parties thereto, and the Bidder shall not claim any modification thereof resulting from any claimed representation or promise made at any time prior thereto by any officer, agency or employee of the Owner or by any other person.

7.4 PROTEST AFTER AWARD IS RECOMMENDED BUT BEFORE CONTRACT AWARD

7.4.1 After bids are accepted and an award recommendation is made to the governing body for approval, but before approval of a contract for services, a Bidder may submit a written letter of protest. The written letter of protest must set forth one of the following bases for the protest:

1. Arbitrary, capricious, an abuse of discretion, or otherwise not in accordance with law.
2. Contrary to constitutional right, power, privilege, or immunity.
3. In excess of statutory jurisdiction, authority, or limitations, or short of statutory right.
4. Without observance of procedure required by law.
5. Unsupported by substantial evidence that may include, but is not limited to:
    a. A technical or mathematical mistake or error occurred during the evaluation process.
    b. There is reason to believe that the bids or proposals may not have been independently arrived at in open competition, may have been collusive, or may have been submitted in bad faith; or
    c. An Offeror was not accorded fair and equal treatment with respect to any opportunity for discussion and revision of proposals.

7.4.2 The letter of protest must be received by the soliciting entity by close of business within five (5) days after the date of award recommendation.

7.4.3 All protests will be reviewed and acted upon by the governing board of the entity within five (5) business days after the deadline for submitting protests. The decision of the board will be provided to the protestor in writing within two (2) business days following the decision. The decision of the governing board is final.

If a protest is received for a bid award, the award will be delayed until the board has reviewed the protest and made a final decision regarding the protest.

ARTICLE 8

PERFORMANCE BOND, MAINTENANCE BOND, AND LABOR AND MATERIAL PAYMENT BOND

8.1 BOND REQUIREMENTS

8.1.1 The successful bidder shall furnish a Performance Bond in an amount equal to one hundred percent (100%) of the Contract Sum as security for the faithful performance of all major terms and conditions of the Contract, a Maintenance Bond in an amount equal to fifty percent (50%) of the Contract Sum as security for the faithful performance of the Contract, and also a Labor and Material Payment Bond in an amount not less than one hundred percent (100%) of the Contract Sum as security for the payment of all persons performing labor on the project under this Contract and furnishing materials in connection with this Contract. The Surety shall be a company licensed to do business in the State of Missouri and shall be acceptable to the Owner.

8.2 TIME OF DELIVERY AND FORM OF BONDS

8.2.1 The bidder shall deliver the required bonds to the Owner not later than the date of execution of the Owner-Contractor Agreement, or if the Work is to be commenced prior thereto in response to a Letter of Intent, the bidder shall, prior to commencement of the Work, submit evidence satisfactory to the Owner that such bonds will be furnished.

8.2.2 The bidder shall require the attorney-in-fact who executes the required bonds on behalf of the Surety to affix thereto a certified and current copy of his power of attorney.

ARTICLE 9

FORM OF AGREEMENT BETWEEN OWNER AND CONTRACTOR

9.1 FORM TO BE USED

9.1.1 Unless otherwise required in the Bidding Documents, the Owner-Contractor Agreement for the Work shall be in the form attached hereto.

(The remainder of this page is intentionally left blank.)

ARTICLE 10
BID FORM PROPOSAL

PROJECT NAME Sni-A-Bar WWTP Sludge Removal BID TIME 2:00 PM

PROJECT LOCATION 4601 Seymour Rd. Grain Valley, MO 64075 BID DATE March 31, 2026

BIDDER NAME _____

TO: City of Blue Springs ("Owner")

In response to the Invitation for Bids for Project No. 25-1032 Sni-A-Bar WWTP Sludge Removal, and in accordance with the Instructions to Bidders and other Bidding Documents, the undersigned Bidder declares that he has had an opportunity to examine the site of the Work and has carefully examined the Contract Documents therefore, including the Addenda identified below, and on the basis thereof, and being fully familiar with the local conditions affecting the Work, and upon written notice of award of contract, acknowledges and agrees to provide all labor, material, equipment, tools, management and supervision, safety and technical services, insurance, bonds and incidentals necessary or required for the faithful performance of the Contract Work in accordance with the above-referenced documents in a safe, timely and workmanlike manner for the following Base Bid Price:

BASE BID: _____ Dollars ($_____)
(Amount in Words)

The Base Bid amount is more fully itemized as follows:

ITEM	DESCRIPTION	UNIT	QUANTITY	UNIT PRICE	EXTENDED PRICE
1	Mobilization, Demobilization, Startup, Permits, Insurance and Bonds	LS	1		
2	Sludge removal from existing lagoons, transported and disposed	Dry Tons	2,600		
				Total Base Total	

By submitting this Bid, the Bidder agrees to waive any claim it has or may have against the Owner or Engineer, and their respective employees, arising out of or in connection with the administration, evaluation or recommendation of any bid(s).

Addenda

The undersigned Bidder acknowledges the following Addenda, if any:

Addendum No.: _____ dated _____ pages _____

Addendum No.: _____ dated _____ pages _____

Addendum No.: _____ dated _____ pages _____

Addendum No.: _____ dated _____ pages _____

Acknowledgements

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

The Bidder agrees that this Bid shall be valid and may not be withdrawn for a period of sixty (60) days after the scheduled closing time for receiving bids.

Within five (5) working days after receipt of written notice of award of contract, Bidder will execute and deliver to the Owner the formal Owner-Contractor Agreement included in the Bid Package, and deliver to the Owner the surety bond or bonds as required by the Contract Documents.

The Work to be performed under the Contract shall be completed within **365 consecutive calendar days** from and including the date of said written Notice to Proceed, subject to adjustment of this Contract Time as provided in the Contract Documents. Once work has commenced, remaining contract length to be reduced to **60 consecutive calendar days**.

The Bid Security attached hereto, in the sum of _____ Dollars ($_____) shall become the property of the Owner in the event that the Owner-Contractor Agreement and the Bond(s) are not executed and delivered to the Owner within the time set forth above, as liquidated damages (and not as a penalty) for the delay and additional expense to the Owner caused thereby.

_____
(Signature)

_____
(Print Name)

_____
(Company Name)

_____
(Address)

_____
(Telephone Number)

(Seal – If bid by a Corporation)

SUBCONTRACTOR APPROVAL FORM

This report must accompany and be part of the sealed Bid Proposal.

1. Name of Bidder: _____

2. Address Bidder: _____

_____
City State Zip Phone

3. The above-named Bidder intends to subcontract for materials, services, supplies, specialty contractors, etc., in the following fashion:

Names and Addresses of Subcontractor Which the Contractor Anticipates Utilizing	Nature of Participation	$ Value of Subcontractor

A. Total of Above _____

B. Total Bid Amount _____

Subcontractor Utilization as a % of Total Bid Amount: (A/B x 100) _____

_____
Name-Authorized Officer of Bidder

_____
Signature-Office Bidder

_____
Date

NON-COLLUSION AFFIDAVIT

State of Missouri)
S.S.
County of _____)

_____, being first duly sworn, deposes and says that:

1. They are the (owner, partner, officer, representative, or agent) of _____ , the Bidder that has submitted the attached Bid;

2. They are fully informed respecting the preparation and contents of the attached Bid and of all pertinent circumstances respecting such Bid;

3. Such bid is genuine and is not a collusive or sham bid; and that all statements made, and fact set out in the Proposal are true and correct;

4. Neither the said Bidder nor any of its officers, partners, owners, agents, representatives, employees, or parties in interest including this affidavit, has in any way colluded, considered, connived, or agreed, directly or indirectly with any other bidder, firm, or person, to submit a sham bid in connection with the Contract for which the attached Bid has been submitted or to refrain from bidding in connection with such Contract; or has in any manner, directly or indirectly, sought by agreement or collusion or communication or conference with any other bidder, firm, or person to fix the price or prices in the attached Bid or of any other bidder, or to fix the overhead, profit, or cost element of the Bid price of the other bidder, or to secure through any collusion, conspiracy, connivance, or unlawful agreement any advantage against the City of Blue Springs or any person interested in the Proposed Contact.

5. The price or prices quoted in the attached Bid are fair and proper, and are not tainted by any collusion, conspiracy, connivance, or unlawful agreement on the part of the Bidder or any of its agents, representatives, owners, employees, or parties in interest, including this affidavit; and

6. They further certify that Bidder is not financially interested in or financially affiliated with any other bidder on this project.

7. No Councilmember, City Administrator, Director of Finance, or any City employee, either direct or indirect, is financially interested in the Bid submitted to the City pursuant to this invitation, nor is the Bidder a City employee or Councilmember whose bid creates a conflict of interest, and further Bidder certifies that no member or officer of its firm or corporation is an officer or employee of the City. A conflict of interest would arise if any person named in this section is in a position to affect either the decision to solicit bids or the selection of the successful Bidder. All applicable federal regulations and provisions of RSMo. Section 105.450 et seq. shall not be violated.

Signed: _____

Title: _____

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

_____
Notary Public

My Commission expires: _____

AFFIDAVIT OF COMPLIANCE
ANTI-DISCRIMINATION AGAINST ISRAEL ACT

Affidavit of Compliance with Section 34.600 RSMo for Contracts over $100,000 or for Contractors with Ten (10) or more employees:

I,_____ [Contractor Agent], being duly sworn, attest and state, under penalty of perjury, as follows:

1. I am employed by _____[Contractor] and serve as the _____ [Position with Contractor].

2. I hereby affirm that _____ [Contractor]:

   a) is not currently engaged in and shall not, for the duration of the contract, engage in a boycott of goods or services from the State of Israel; or

   b) is not currently engaged in and shall not, for the duration of the contract, engage in a boycott of goods or services from companies doing business in or with Israel or authorized by, licensed by, or organized under the laws of the State of Israel; or

   c) is not currently engaged in and shall not, for the duration of the contract, engage in a boycott of goods or services from persons or entities doing business in the State of Israel.

Further Affiant Sayeth Not.

_____
[Contractor Agent]

STATE OF MISSOURI)
) ss.
_____ COUNTY)

Subscribed and sworn to me, a notary public, this _____ day of _____, 20___.

_____
Notary Public

My commission expires: _____

SUBCONTRACTOR CERTIFICATION REGARDING AFFIRMATIVE ACTION

Project: _____

Job No. _____

Route: _____

County: _____

Certification Regarding Affirmative Action and Equal Opportunity: The bidder (prospective prime contractor) or proposed subcontractor certifies:

1. Affirmative Action Program: That it has developed and has on file at each of its establishments affirmative action programs pursuant to 41 CFR Part 60-2.

2. Equal Opportunity Clause: That it has participated in a previous contract or subcontract subject to the equal opportunity clause set forth in 41 CFR part 69-1.4 and executive order no. 11246.

3. Compliance Reports: That it has filed with the Joint Reporting Committee, the Director of the Office of Federal Contract Compliance Programs and his designate, or the Equal Employment Opportunity Commission, all reports due under the applicable filing requirements contained in 41 CFR Part 60-1.

If the test of the certification above is incorrect, the bidder or subcontractor making the certification shall correct it below:

_____

_____

_____

NOTE: This certification applies to and must be executed by each bidder (prospective prime contractor) or proposed subcontractor if its proposed contract or subcontract on this project will equal or exceed $10,000 or that contractor or subcontractor has contracts or subcontracts on federally assisted project in any 12-month period which have or can reasonably be expected to have, an aggregate total value exceeding $10,000 41 CFR Part 60-1.5(a)(1). It is a duty and contract obligation of the prime contractor to insure that each of its subcontractors, which meet this criterion, executes and submits to the commission this certification also.

_____

Company

By: _____

Title: _____

Date: _____

NOTICE TO BIDDERS REGARDING STATE IMMIGRATION LAW

Effective January 1, 2009 and pursuant to RSMo 285.530 (1), No business entity or employer shall knowingly employ, hire for employment, or continue to employ an unauthorized alien to perform work within the state of Missouri.

http://oa.mo.gov/purch/vendorinfo/employ.pdf
http://www.moga.mo.gov/statutes/C200-299/2850000530.HTM

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

- submitting a completed, notarized copy of WORKER ELIGIBILITY VERIFICATION AFFIDAVIT (attached),
- submitting a completed, notarized copy of the SIGNATURE AND IDENTITY OF BIDDER (attached) and,
- providing documentation affirming the bidder's enrollment and participation in a federal work authorization program (see below) with respect to the employees proposed to work in connection with the services requested herein.

E-Verify is an example of a federal work authorization program. Acceptable enrollment and participation documentation consists of completed copy of the E-Verify Memorandum of Understanding (MOU). For vendors that are not already enrolled and participating in a federal work authorization program, E-Verify is available at http://www.dhs.gov/xprevprot/programs/gc_1185221678150.shtm.

The contractor understands and agrees that by signing the RFB document or contract they certify that:

- The contractor shall only utilize personnel authorized to work in the United States in accordance with applicable federal and state laws. This includes but is not limited to the Illegal Immigration Reform and Immigrant Responsibility Act (IIRIRA) and INA Section 274A.
- If the contractor is found to be in violation of this requirement or the applicable state, federal and local laws and regulations, and if the State of Missouri has reasonable cause to believe that the contractor has knowingly employed individuals who are not eligible to work in the United States, the state shall have the right to cancel the contract immediately without penalty or recourse and suspend or debar the contractor from doing business with the state.
- The contractor agrees to fully cooperate with any audit or investigation from federal, state or local law enforcement agencies.
- The contractor shall maintain enrollment and participation in a federal work authorization program with respect to the employees working in connection with the contracted services included herein.

SIGNATURE AND IDENTITY OF BIDDER

The undersigned states that the correct LEGAL NAME and ADDRESS of (1) the individual Bidder, (2) each partner or joint venture (whether individuals or corporations, and whether doing business under a fictitious name), or (3) the corporation (with the state in which it is incorporated) are shown below; that (if not signing with the intention of binding himself to become the responsible and sole contractor) he is the agent of, and duly authorized in writing to sign for the Bidder or Bidders; and that he is signing and executing this (as indicated in the proper spaces below) as the proposal of a

( ) sole individual ( ) partnership ( ) joint venture

( ) corporation, incorporated under laws of state of _____

Dated _____

Name of individual, all partners, or joint ventures: Address of each:

_____ _____

_____ _____

_____ _____

_____ _____

_____ _____

doing business under the name of: Address of principal place of business in Missouri

_____ _____

(If using a fictitious name, show this name above in addition to legal names)

_____ _____

(If a corporation, show its name above)

ATTEST: (SEAL)

_____ _____

Secretary Title

NOTE: If the Bidder is doing business under a FICTITIOUS NAME, the Proposal shall be executed in the legal name of the individual, partners, joint ventures, or corporation, with the legal address shown, and REGISTRATION OF FICTITIOUS NAME filed with the Secretary of State, as required by Sections 417.200 to 417.230, RS Mo. If the Bidder is a CORPORATION NOT ORGANIZED UNDER THE LAWS OF MISSOURI, it shall procure a CERTIFICATE OF AUTHORITY TO DO BUSINESS IN MISSOURI, as required by Section 351.570 and following, RS Mo.

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THE E-VERIFY
MEMORANDUM OF UNDERSTANDING
FOR E-VERIFY EMPLOYER AGENTS

ARTICLE I
PURPOSE AND AUTHORITY

The parties to this agreement are the Department of Homeland Security (DHS) and _____ (E-Verify Employer Agent). The purpose of this agreement is to set forth terms and conditions which the E-Verify Employer Agent will follow while participating in E-Verify.

E-Verify is a program that electronically confirms an employee's eligibility to work in the United States after completion of Form I-9, Employment Eligibility Verification (Form I-9). This Memorandum of Understanding (MOU) explains certain features of the E-Verify program and describes specific responsibilities of the E-Verify Employer Agent, the Employer, DHS, and the Social Security Administration (SSA).

The Employer is not a party to this MOU; however, this MOU contains a section titled Responsibilities of the Employer. This section is provided to inform E-Verify Employer Agents acting on behalf of the Employer of the responsibilities and obligations their clients are required to meet. The Employer is bound by these responsibilities through signing a separate MOU during their enrollment as a client of the E-Verify Employer Agent. The E-Verify program requires an initial agreement between DHS and the E-Verify Employer Agent as part of the enrollment process. After agreeing to the MOU as set forth herein, completing the tutorial, and obtaining access to E-Verify as an E-Verify Employer Agent, the E-Verify Employer Agent will be given an opportunity to add a client once logged into E-Verify. All parties, including the Employer, will then be required to sign and submit a separate MOU to E-Verify. The responsibilities of the parties remain the same in each MOU.

Authority for the E-Verify program is found in Title IV, Subtitle A, of the Illegal Immigration Reform and Immigrant Responsibility Act of 1996 (IIRIRA), Pub. L. 104-208, 110 Stat. 3009, as amended (8 U.S.C. § 1324a note). The Federal Acquisition Regulation (FAR) Subpart 22.18, "Employment Eligibility Verification" and Executive Order 12989, as amended, provide authority for Federal contractors and subcontractors (Federal contractor) to use E-Verify to verify the employment eligibility of certain employees working on Federal contracts.

ARTICLE II
RESPONSIBILITIES

A. RESPONSIBILITIES OF E-VERIFY EMPLOYER AGENT

1. The E-Verify Employer Agent agrees to provide to the SSA and DHS the names, titles, addresses, and telephone numbers of the E-Verify Employer Agent representatives who will be accessing

information under E-Verify and shall update them as needed to keep them current.

2. The E-Verify Employer Agent agrees to become familiar with and comply with the E-Verify User Manual and provide a copy of the most current version of the E-Verify User Manual to the Employer so that the Employer can become familiar with and comply with E-Verify policy and procedures. The E-Verify Employer Agent agrees to obtain a revised E-Verify User Manual as it becomes available and to provide a copy of the revised version to the Employer no later than 30 days after the manual becomes available.

3. The E-Verify Employer Agent agrees that any person accessing E-Verify on its behalf is trained on the most recent E-Verify policy and procedures.

4. The E-Verify Employer Agent agrees that any E-Verify Employer Agent Representative who will perform employment verification cases will complete the E-Verify Tutorial before that individual initiates any cases.

a. The E-Verify Employer Agent agrees that all E-Verify Employer Agent representatives will take the refresher tutorials initiated by the E-Verify program as a condition of continued use of E-Verify, including any tutorials for Federal contractors, if any of the Employers represented by the E-Verify Employer Agent is a Federal contractor.

b. Failure to complete a refresher tutorial will prevent the E-Verify Employer Agent and Employer from continued use of E-Verify.

5. The E-Verify Employer Agent agrees to grant E-Verify access only to current employees who need E-Verify access. The E-Verify Employer Agent must promptly terminate an employee's E-Verify access if the employee is separated from the company or no longer needs access to E-Verify.

6. The E-Verify Employer Agent agrees to obtain the necessary equipment to use E- Verify as required by the E-Verify rules and regulations as modified from time to time.

7. The E-Verify Employer Agent agrees to, consistent with applicable laws, regulations, and policies, commit sufficient personnel and resources to meet the requirements of this MOU.

8. The E-Verify Employer Agent agrees to provide its clients with training on E-Verify processes, policies, and procedures. The E-Verify Employer Agent also agrees to provide its clients with ongoing E-Verify training as needed. E-Verify is not responsible for providing training to clients of E-Verify Employer Agents.

9. The E-Verify Employer Agent agrees to provide the Employer with the notices described in Article II.B.1 below.

10. The E-Verify Employer Agent agrees to create E-Verify cases for the Employer it represents in accordance with the E-Verify Manual, the E-Verify Web-Based Tutorial and all other published E-Verify rules and procedures. The E-Verify Employer Agent will create E-Verify cases using information provided by the Employer and will immediately communicate the response back to the Employer. If E-Verify is temporarily unavailable, the three-day time period will be extended until it is again operational in order to accommodate the E-Verify Employer Agent's attempting, in good faith, to



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make inquiries on behalf of the Employer during the period of unavailability.

11.When the E-Verify Employer Agent receives notice from a client company that it has received a contract with the FAR clause, then the E-Verify Employer Agent must update the company's E-Verify profile within 30 days of the contract award date.

12. If data is transmitted between the E-Verify Employer Agent and its client, then the E-Verify Employer Agent agrees to protect personally identifiable information during transmission to and from the E-Verify Employer Agent.

13. The E-Verify Employer Agent agrees to notify DHS immediately in the event of a breach of personal information. Breaches are defined as loss of control or unauthorized access to E-Verify personal data. All suspected or confirmed breaches should be reported by calling 1-888-464-4218 or via email at E-Verify@dhs.gov. Please use "Privacy Incident – Password" in the subject line of your email when sending a breach report to E-Verify.

14. The E-Verify Employer Agent agrees to fully cooperate with DHS and SSA in their compliance monitoring and evaluation of E-Verify, including permitting DHS, SSA, their contractors and other agents, upon reasonable notice, to review Forms I-9, employment records, and all records pertaining to the E-Verify Employer Agent's use of E-Verify, and to interview it and its employees regarding the use of E-Verify, and to respond in a timely and accurate manner to DHS requests for information relating to their participation in E-Verify.

15. The E-Verify Employer Agent shall not make any false or unauthorized claims or references about its participation in E-Verify on its website, in advertising materials, or other media. The E-Verify Employer Agent shall not describe its services as federally-approved, federally-certified, or federally-recognized, or use language with a similar intent on its website or other materials provided to the public. Entering into this MOU does not mean that E-Verify endorses or authorizes your E-Verify Employer Agent services and any claim to that effect is false.

16. The E-Verify Employer Agent shall not state in its website or other public documents that any language used therein has been provided or approved by DHS, USCIS or the Verification Division, without first obtaining the prior written consent of DHS.

17. The E-Verify Employer Agent agrees that E-Verify trademarks and logos may be used only under license by DHS/USCIS (see M-795 (Web)) and, other than pursuant to the specific terms of such license, may not be used in any manner that might imply that the E-Verify Employer Agent's services, products, websites, or publications are sponsored by, endorsed by, licensed by, or affiliated with DHS, USCIS, or E-Verify.

18. The E-Verify Employer Agent understands that if it uses E-Verify procedures for any purpose other than as authorized by this MOU, the E-Verify Employer Agent may be subject to appropriate legal action and termination of its participation in E-Verify according to this MOU.

B. RESPONSIBILITIES OF THE EMPLOYER

The E-Verify Employer Agent shall ensure that the E-Verify Employer Agent and the Employers represented by the E-Verify Employer Agent carry out the following responsibilities. It is the E-Verify

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Employer Agent's responsibility to ensure that its clients are in compliance with all E-Verify policies and procedures.

1. The Employer agrees to display the following notices supplied by DHS in a prominent place that is clearly visible to prospective employees and all employees who are to be verified through the system:

   a. Notice of E-Verify Participation

   b. Notice of Right to Work

2. The Employer agrees to provide to the SSA and DHS the names, titles, addresses, and telephone numbers of the Employer representatives to be contacted about E-Verify. The Employer also agrees to keep such information current by providing updated information to SSA and DHS whenever the representatives' contact information changes.

3. The Employer shall become familiar with and comply with the most recent version of the E-Verify User Manual. The Employer will obtain the E-Verify User Manual from the E-Verify Employer Agent.

4. The Employer agrees to comply with current Form I-9 procedures, with two exceptions:

   a. If an employee presents a "List B" identity document, the Employer agrees to only accept "List B" documents that contain a photo. (List B documents identified in 8 C.F.R. § 274a.2(b)(1)(B)) can be presented during the Form I-9 process to establish identity.) If an employee objects to the photo requirement for religious reasons, the Employer should contact E-Verify at 1-888-464-4218.

   b. If an employee presents a DHS Form I-551 (Permanent Resident Card), Form I-766 (Employment Authorization Document), or U.S. Passport or Passport Card to complete Form I-9, the Employer agrees to make a photocopy of the document and to retain the photocopy with the employee's Form I-9. The Employer will use the photocopy to verify the photo and to assist DHS with its review of photo mismatches that employees contest. DHS may in the future designate other documents that activate the photo screening tool.

Note: Subject only to the exceptions noted previously in this paragraph, employees still retain the right to present any List A, or List B and List C, document(s) to complete the Form I-9.

5. The Employer agrees to record the case verification number on the employee's Form I-9 or to print the screen containing the case verification number and attach it to the employee's Form I-9.

6. The Employer agrees that, although it participates in E-Verify, the Employer has a responsibility to complete, retain, and make available for inspection Forms I-9 that relate to its employees, or from other requirements of applicable regulations or laws, including the obligation to comply with the antidiscrimination requirements of section 274B of the INA with respect to Form I-9 procedures.

   a. The following modified requirements are the only exceptions to an Employer's obligation to not employ unauthorized workers and comply with the anti-discrimination provision of the INA: (1) List B identity documents must have photos, as described in paragraph 4 above; (2) When an Employer confirms the identity and employment eligibility of newly hired employee using E-Verify procedures, the Employer establishes a rebuttable presumption that it has not violated section 274A(a)(1)(A) of the Immigration and Nationality Act (INA) with respect to the hiring of that employee; (3) If the Employer receives a final nonconfirmation for an employee, but continues to employ that person,

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the Employer must notify DHS and the Employer is subject to a civil money penalty between $550 and $1,100 for each failure to notify DHS of continued employment following a final nonconfirmation; (4) If the Employer continues to employ an employee after receiving a final nonconfirmation, then the Employer is subject to a rebuttable presumption that it has knowingly employed an unauthorized alien in violation of section 274A(a)(1)(A); and (5) no E-Verify participant is civilly or criminally liable under any law for any action taken in good faith based on information provided through the E-Verify.

b. DHS reserves the right to conduct Form I-9 compliance inspections, as well as any other enforcement or compliance activity authorized by law, including site visits, to ensure proper use of E-Verify.

7. The Employer is strictly prohibited from creating an E-Verify case before the employee has been hired, meaning that a firm offer of employment was extended and accepted and Form I-9 was completed. The Employer agrees to create an E-Verify case for new employees within three Employer business days after each employee has been hired (after both Sections 1 and 2 of Form I-9 have been completed), and to complete as many steps of the E-Verify process as are necessary according to the E-Verify User Manual. If E-Verify is temporarily unavailable, the three-day time period will be extended until it is again operational in order to accommodate the Employer's attempting, in good faith, to make inquiries during the period of unavailability.

8. The Employer agrees not to use E-Verify for pre-employment screening of job applicants, in support of any unlawful employment practice, or for any other use that this MOU or the E-Verify User Manual does not authorize.

9. The Employer must use E-Verify (through its E-Verify Employer Agent) for all new employees. The Employer will not verify selectively and will not verify employees hired before the effective date of this MOU. Employers who are Federal contractors may qualify for exceptions to this requirement as described in Article II.B of this MOU.

10. The Employer agrees to follow appropriate procedures (see Article III below) regarding tentative nonconfirmations. The Employer must promptly notify employees in private of the finding and provide them with the notice and letter containing information specific to the employee's E-Verify case. The Employer agrees to provide both the English and the translated notice and letter for employees with limited English proficiency to employees. The Employer agrees to provide written referral instructions to employees and instruct affected employees to bring the English copy of the letter to the SSA. The Employer must allow employees to contest the finding, and not take adverse action against employees if they choose to contest the finding, while their case is still pending. Further, when employees contest a tentative nonconfirmation based upon a photo mismatch, the Employer must take additional steps (see Article III.B below) to contact DHS with information necessary to resolve the challenge.

11. The Employer agrees not to take any adverse action against an employee based upon the employee's perceived employment eligibility status while SSA or DHS is processing the verification request unless the Employer obtains knowledge (as defined in 8 C.F.R. § 274a.1(l)) that the employee is not work authorized. The Employer understands that an initial inability of the SSA or DHS automated verification system to verify work authorization, a tentative nonconfirmation, a case in continuance (indicating the need for additional time for the government to resolve a case), or the finding of a photo

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mismatch, does not establish, and should not be interpreted as, evidence that the employee is not work authorized. In any of such cases, the employee must be provided a full and fair opportunity to contest the finding, and if he or she does so, the employee may not be terminated or suffer any adverse employment consequences based upon the employee's perceived employment eligibility status (including denying, reducing, or extending work hours, delaying or preventing training, requiring an employee to work in poorer conditions, withholding pay, refusing to assign the employee to a Federal contract or other assignment, or otherwise assuming that he or she is unauthorized to work) until and unless secondary verification by SSA or DHS has been completed and a final nonconfirmation has been issued. If the employee does not choose to contest a tentative nonconfirmation or a photo mismatch or if a secondary verification is completed and a final nonconfirmation is issued, then the Employer can find the employee is not work authorized and terminate the employee's employment. Employers or employees with questions about a final nonconfirmation may call E-Verify at 1-888-464-4218 (customer service) or 1-888-897-7781 (worker hotline).

12. The Employer agrees to comply with Title VII of the Civil Rights Act of 1964 and section 274B of the INA as applicable by not discriminating unlawfully against any individual in hiring, firing, employment eligibility verification, or recruitment or referral practices because of his or her national origin or citizenship status, or by committing discriminatory documentary practices. The Employer understands that such illegal practices can include selective verification or use of E-Verify except as provided in part D below, or discharging or refusing to hire employees because they appear or sound "foreign" or have received tentative nonconfirmations. The Employer further understands that any violation of the immigration-related unfair employment practices provisions in section 274B of the INA could subject the Employer to civil penalties, back pay awards, and other sanctions, and violations of Title VII could subject the Employer to back pay awards, compensatory and punitive damages. Violations of either section 274B of the INA or Title VII may also lead to the termination of its participation in E-Verify. If the Employer has any questions relating to the anti-discrimination provision, it should contact OSC at 1-800-255-8155 or 1-800-237-2515 (TDD).

13. The Employer agrees that it will use the information it receives from E-Verify (through its E-Verify Employer Agent) only to confirm the employment eligibility of employees as authorized by this MOU. The Employer agrees that it will safeguard this information, and means of access to it (such as PINS and passwords), to ensure that it is not used for any other purpose and as necessary to protect its confidentiality, including ensuring that it is not disseminated to any person other than employees of the Employer who are authorized to perform the Employer's responsibilities under this MOU, except for such dissemination as may be authorized in advance by SSA or DHS for legitimate purposes.

14. The Employer agrees to notify DHS immediately in the event of a breach of personal information. Breaches are defined as loss of control or unauthorized access to E-Verify personal data. All suspected or confirmed breaches should be reported by calling 1-888-464-4218 or via email at E-Verify@dhs.gov. Please use "Privacy Incident – Password" in the subject line of your email when sending a breach report to E-Verify.

15. The Employer acknowledges that the information it receives through the E-Verify Employer Agent from SSA is governed by the Privacy Act (5 U.S.C. § 552a(i)(1) and (3)) and the Social Security Act (42 U.S.C. 1306(a)). Any person who obtains this information under false pretenses or uses it for any purpose other than as provided for in this MOU may be subject to criminal penalties.

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16. The Employer agrees to cooperate with DHS and SSA in their compliance monitoring and evaluation of E-Verify (whether directly or through their E-Verify Employer Agent), which includes permitting DHS, SSA, their contractors and other agents, upon reasonable notice, to review Forms I-9 and other employment records and to interview it and its employees regarding the Employer's use of E-Verify, and to respond in a prompt and accurate manner to DHS requests for information relating to their participation in E-Verify.

17. The Employer shall not make any false or unauthorized claims or references about its participation in E-Verify on its website, in advertising materials, or other media. The Employer shall not describe its services as federally-approved, federally-certified, or federally-recognized, or use language with a similar intent on its website or other materials provided to the public. Entering into this MOU does not mean that E-Verify endorses or authorizes your E-Verify services and any claim to that effect is false.

18. The Employer shall not state in its website or other public documents that any language used therein has been provided or approved by DHS, USCIS or the Verification Division, without first obtaining the prior written consent of DHS.

19. The Employer agrees that E-Verify trademarks and logos may be used only under license by DHS/USCIS (see M-795 (Web)) and, other than pursuant to the specific terms of such license, may not be used in any manner that might imply that the Employer's services, products, websites, or publications are sponsored by, endorsed by, licensed by, or affiliated with DHS, USCIS, or E-Verify.

20. The Employer understands that if it uses E-Verify procedures for any purpose other than as authorized by this MOU, the Employer may be subject to appropriate legal action and termination of its participation in E-Verify according to this MOU.

C. RESPONSIBILITIES OF FEDERAL CONTRACTORS

The E-Verify Employer Agent shall ensure that the E-Verify Employer Agent and the Employers represented by the E-Verify Employer Agent carry out the following responsibilities if the Employer is a federal contractor or becomes a Federal contractor. The E-Verify Employer Agent should instruct the client to keep the E-Verify Employer Agent informed about any changes or updates related to federal contracts. It is the E-Verify Employer Agent's responsibility to ensure that its clients are in compliance with all E-Verify policies and procedures.

1. If the Employer is a Federal contractor with the FAR E-Verify clause subject to the employment verification terms in Subpart 22.18 of the FAR, it will become familiar with and comply with the most current version of the E-Verify User Manual for Federal Contractors as well as the E-Verify Supplemental Guide for Federal Contractors.

2. In addition to the responsibilities of every employer outlined in this MOU, the Employer understands that if it is a Federal contractor subject to the employment verification terms in Subpart 22.18 of the FAR it must verify the employment eligibility of any "employee assigned to the contract" (as defined in FAR 22.1801). Once an employee has been verified through E-Verify by the Employer, the Employer may not reverify the employee through E-Verify.

   a. An Employer that is not enrolled in E-Verify as a Federal contractor at the time of a contract award must enroll as a Federal contractor in the E-Verify program within 30 calendar days of

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contract award and, within 90 days of enrollment, begin to verify employment eligibility of new hires using E-Verify. The Employer must verify those employees who are working in the United States, whether or not they are assigned to the contract. Once the Employer begins verifying new hires, such verification of new hires must be initiated within three business days after the hire date. Once enrolled in E-Verify as a Federal contractor, the Employer must begin verification of employees assigned to the contract within 90 calendar days after the date of enrollment or within 30 days of an employee's assignment to the contract, whichever date is later.

b. Employers enrolled in E-Verify as a Federal contractor for 90 days or more at the time of a contract award must use E-Verify to begin verification of employment eligibility for new hires of the Employer who are working in the United States, whether or not assigned to the contract, within three business days after the date of hire. If the Employer is enrolled in E-Verify as a Federal contractor for 90 calendar days or less at the time of contract award, the Employer must, within 90 days of enrollment, begin to use E-Verify to initiate verification of new hires of the contractor who are working in the United States, whether or not assigned to the contract. Such verification of new hires must be initiated within three business days after the date of hire. An Employer enrolled as a Federal contractor in E-Verify must begin verification of each employee assigned to the contract within 90 calendar days after date of contract award or within 30 days after assignment to the contract, whichever is later.

c. Federal contractors that are institutions of higher education (as defined at 20 U.S.C. 1001(a)), state or local governments, governments of Federally recognized Indian tribes, or sureties performing under a takeover agreement entered into with a Federal agency under a performance bond may choose to only verify new and existing employees assigned to the Federal contract. Such Federal contractors may, however, elect to verify all new hires, and/or all existing employees hired after November 6, 1986. Employers in this category must begin verification of employees assigned to the contract within 90 calendar days after the date of enrollment or within 30 days of an employee's assignment to the contract, whichever date is later.

d. Upon enrollment, Employers who are Federal contractors may elect to verify employment eligibility of all existing employees working in the United States who were hired after November 6, 1986, instead of verifying only those employees assigned to a covered Federal contract. After enrollment, Employers must elect to verify existing staff following DHS procedures and begin E-Verify verification of all existing employees within 180 days after the election.

e. The Employer may use a previously completed Form I-9 as the basis for creating an E-Verify case for an employee assigned to a contract as long as:

i. That Form I-9 is complete (including the SSN) and complies with Article II.B.6,

ii. The employee's work authorization has not expired, and

iii. The Employer has reviewed the Form I-9 information either in person or in communications with the employee to ensure that the employee's Section 1, Form I-9 attestation has not changed (including, but not limited to, a lawful permanent resident alien having become a naturalized U.S. citizen).

f. The Employer shall complete a new Form I-9 consistent with Article II.A.6 or update the previous Form I-9 to provide the necessary information if:

i. The Employer cannot determine that Form I-9 complies with Article II.A.6,



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ii. The employee's basis for work authorization as attested in Section 1 has expired or changed, or

iii. The Form I-9 contains no SSN or is otherwise incomplete.

Note: If Section 1 of the Form I-9 is otherwise valid and up-to-date and the form otherwise complies with Article II.C.5, but reflects documentation (such as a U.S. passport or Form I-551) that expired after completing Form I-9, the Employer shall not require the production of additional documentation, or use the photo screening tool described in Article II.A.5, subject to any additional or superseding instructions that may be provided on this subject in the E-Verify User Manual.

g. The Employer agrees not to require a second verification using E-Verify of any assigned employee who has previously been verified as a newly hired employee under this MOU or to authorize verification of any existing employee by any Employer that is not a Federal contractor based on this Article.

3. The Employer understands that if it is a Federal contractor, its compliance with this MOU is a performance requirement under the terms of the Federal contract or subcontract, and the Employer consents to the release of information relating to compliance with its verification responsibilities under this MOU to contracting officers or other officials authorized to review the Employer's compliance with Federal contracting requirements.

D. RESPONSIBILITIES OF SSA

1. SSA agrees to allow DHS to compare data provided by the Employer (through the E-Verify Employer Agent) against SSA's database. SSA sends DHS confirmation that the data sent either matches or does not match the information in SSA's database.

2. SSA agrees to safeguard the information the Employer provides (through the E-Verify Employer Agent) through E-Verify procedures. SSA also agrees to limit access to such information, as is appropriate by law, to individuals responsible for the verification of Social Security numbers or responsible for evaluation of E-Verify or such other persons or entities who may be authorized by SSA as governed by the Privacy Act (5 U.S.C. § 552a), the Social Security Act (42 U.S.C. 1306(a)), and SSA regulations (20 CFR Part 401).

3. SSA agrees to provide case results from its database within three Federal Government work days of the initial inquiry. E-Verify provides the information to the E-Verify Employer Agent.

4. SSA agrees to update SSA records as necessary if the employee who contests the SSA tentative nonconfirmation visits an SSA field office and provides the required evidence. If the employee visits an SSA field office within the eight Federal Government work days from the date of referral to SSA, SSA agrees to update SSA records, if appropriate, within the eight-day period unless SSA determines that more than eight days may be necessary. In such cases, SSA will provide additional instructions to the employee. If the employee does not visit SSA in the time allowed, E-Verify may provide a final nonconfirmation to the E-Verify Employer Agent.

Note: If an Employer experiences technical problems, or has a policy question, the employer should contact E-Verify at 1-888-464-4218.



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E. RESPONSIBILITIES OF DHS

1. DHS agrees to provide the Employer with selected data from DHS databases to enable the Employer (through the E-Verify Employer Agent) to conduct, to the extent authorized by this MOU

   a. Automated verification checks on alien employees by electronic means, and

   b. Photo verification checks (when available) on employees.

2. DHS agrees to assist the E-Verify Employer Agent with operational problems associated with its participation in E-Verify. DHS agrees to provide the E-Verify Employer Agent names, titles, addresses, and telephone numbers of DHS representatives to be contacted during the E-Verify process.

3. DHS agrees to provide to the E-Verify Employer Agent with access to E-Verify training materials as well as an E-Verify User Manual that contain instructions on E-Verify policies, procedures, and requirements for both SSA and DHS, including restrictions on the use of E-Verify.

4. DHS agrees to train E-Verify Employer Agents on all important changes made to E-Verify through the use of mandatory refresher tutorials and updates to the E-Verify User Manual. Even without changes to E-Verify, DHS reserves the right to require E-Verify Employer Agents to take mandatory refresher tutorials.

5. DHS agrees to provide to the Employer (through the E-Verify Employer Agent) a notice, which indicates the Employer's participation in E-Verify. DHS also agrees to provide to the Employer anti-discrimination notices issued by the Office of Special Counsel for Immigration-Related Unfair Employment Practices (OSC), Civil Rights Division, U.S. Department of Justice.

6. DHS agrees to issue each of the E-Verify Employer Agent's E-Verify users a unique user identification number and password that permits them to log in to E-Verify.

7. DHS agrees to safeguard the information the Employer provides (through the E-Verify Employer Agent), and to limit access to such information to individuals responsible for the verification process, for evaluation of E-Verify, or to such other persons or entities as may be authorized by applicable law. Information will be used only to verify the accuracy of Social Security numbers and employment eligibility, to enforce the INA and Federal criminal laws, and to administer Federal contracting requirements.

8. DHS agrees to provide a means of automated verification that provides (in conjunction with SSA verification procedures) confirmation or tentative nonconfirmation of employees' employment eligibility within three Federal Government work days of the initial inquiry.

9. DHS agrees to provide a means of secondary verification (including updating DHS records) for employees who contest DHS tentative nonconfirmations and photo mismatch tentative nonconfirmations. This provides final confirmation or nonconfirmation of the employees' employment eligibility within 10 Federal Government work days of the date of referral to DHS, unless DHS determines that more than 10 days may be necessary. In such cases, DHS will provide additional verification instructions.

E-Verify

Company ID Number:

ARTICLE III

REFERRAL OF INDIVIDUALS TO SSA AND DHS

The E-Verify Employer Agent shall ensure that the E-Verify Employer Agent and the Employers represented by the E-Verify Employer Agent carry out the following responsibilities. It is the E-Verify Employer Agent's responsibility to ensure that its clients are in compliance with all E-Verify policies and procedures.

A. REFERRAL TO SSA

1. If the Employer receives a tentative nonconfirmation issued by SSA, the Employer must print the tentative nonconfirmation notice as directed by E-Verify. The Employer must promptly notify employees in private of the finding and provide them with the notice and letter containing information specific to the employee's E-Verify case. The Employer also agrees to provide both the English and the translated notice and letter for employees with limited English proficiency to employees. The Employer agrees to provide written referral instructions to employees and instruct affected employees to bring the English copy of the letter to the SSA. The Employer must allow employees to contest the finding, and not take adverse action against employees if they choose to contest the finding, while their case is still pending.

2. The Employer agrees to obtain the employee's response about whether he or she will contest the tentative nonconfirmation as soon as possible after the Employer receives the tentative nonconfirmation. Only the employee may determine whether he or she will contest the tentative nonconfirmation.

3. After a tentative nonconfirmation, the Employer will refer employees to SSA field offices only as directed by E-Verify. The Employer must record the case verification number, review the employee information submitted to E-Verify to identify any errors, and find out whether the employee contests the tentative nonconfirmation. The Employer will transmit the Social Security number, or any other corrected employee information that SSA requests, to SSA for verification again if this review indicates a need to do so.

4. The Employer will instruct the employee to visit an SSA office within eight Federal Government work days. SSA will electronically transmit the result of the referral to the Employer (through the E-Verify Employer Agent) within 10 Federal Government work days of the referral unless it determines that more than 10 days is necessary.

5. While waiting for case results, the Employer agrees to check the E-Verify system regularly for case updates.

6. The Employer agrees not to ask the employee to obtain a printout from the Social Security Administration number database (the Numident) or other written verification of the SSN from the SSA.

B. REFERRAL TO DHS

1. If the Employer receives a tentative nonconfirmation issued by DHS, the Employer must promptly notify employees in private of the finding and provide them with the notice and letter containing information specific to the employee's E-Verify case. The Employer also agrees to provide both the English and the translated notice and letter for employees with limited English proficiency to employees. The Employer must allow employees to contest the finding, and not take adverse action

against employees if they choose to contest the finding, while their case is still pending.

2. The Employer agrees to obtain the employee's response about whether he or she will contest the tentative nonconfirmation as soon as possible after the Employer receives the tentative nonconfirmation. Only the employee may determine whether he or she will contest the tentative nonconfirmation.

3. The Employer agrees to refer individuals to DHS only when the employee chooses to contest a tentative nonconfirmation.

4. If the employee contests a tentative nonconfirmation issued by DHS, the Employer will instruct the employee to contact DHS through its toll-free hotline (as found on the referral letter) within eight Federal Government work days.

5. If the Employer finds a photo mismatch, the Employer must provide the photo mismatch tentative nonconfirmation notice and follow the instructions outlined in paragraph 1 of this section for tentative nonconfirmations, generally.

6. The Employer agrees that if an employee contests a tentative nonconfirmation based upon a photo mismatch, the Employer will send a copy of the employee's Form I-551, Form I-766, U.S. Passport, or passport card to DHS for review by:

   a. Scanning and uploading the document, or

   b. Sending a photocopy of the document by express mail (furnished and paid for by the employer).

7. The Employer understands that if it cannot determine whether there is a photo match/mismatch, the Employer must forward the employee's documentation to DHS as described in the preceding paragraph. The Employer agrees to resolve the case as specified by the DHS representative who will determine the photo match or mismatch.

8. DHS will electronically transmit the result of the referral to the Employer (though the E-Verify Employer Agent) within 10 Federal Government work days of the referral unless it determines that more than 10 days is necessary.

9. While waiting for case results, the Employer agrees to check the E-Verify system regularly for case updates.

ARTICLE IV
SERVICE PROVISIONS

A. NO SERVICE FEES

1. SSA and DHS will not charge the Employer or the E-Verify Employer Agent for verification services performed under this MOU. The E-Verify Employer Agent is responsible for providing equipment needed to make inquiries. To access E-Verify, an E-Verify Employer Agent will need a personal computer with Internet access.

E-Verify

Company ID Number:

ARTICLE V
MODIFICATION AND TERMINATION

A. MODIFICATION

1. This MOU is effective upon the signature of all parties and shall continue in effect for as long as the SSA and DHS operates the E-Verify program unless modified in writing by the mutual consent of all parties.

2. Any and all E-Verify system enhancements by DHS or SSA, including but not limited to E-Verify checking against additional data sources and instituting new verification policies or procedures, will be covered under this MOU and will not cause the need for a supplemental MOU that outlines these changes.

B. TERMINATION

1. The E-Verify Employer Agent may terminate this MOU and its participation in E-Verify at any time upon 30 days prior written notice to the other parties. In addition, any Employer represented by the E-Verify Employer Agent may voluntarily terminate its MOU upon giving DHS 30 days' written notice.

2. Notwithstanding Article V, part A of this MOU, DHS may terminate this MOU, and thereby the E-Verify Employer Agent's participation in E-Verify, with or without notice, at any time if deemed necessary because of the requirements of law or policy, or upon a determination by SSA or DHS that there has been a breach of system integrity or security by the E-Verify Employer Agent or the Employer, or a failure on the part of either party to comply with established E-Verify procedures and/or legal requirements. The Employer understands that if it is a Federal contractor, termination of this MOU by any party for any reason may negatively affect the performance of its contractual responsibilities. Similarly, the Employer understands that if it is in a state where E-Verify is mandatory, termination of this by any party MOU may negatively affect the Employer's business.

3. An E-Verify Employer Agent for an Employer that is a Federal contractor may terminate this MOU for that Employer when the Federal contract that requires its participation in E-Verify is terminated or completed. In such cases, the E-Verify Employer Agent must provide written notice to DHS. If the E-Verify Employer Agent fails to provide such notice, then that Employer will remain an E-Verify participant, will remain bound by the terms of this MOU that apply to non-Federal contractor participants, and will be required to use the E-Verify procedures to verify the employment eligibility of all newly hired employees.

4. The E-Verify Employer Agent agrees that E-Verify is not liable for any losses, financial or otherwise, if the E-Verify Employer Agent or the Employer is terminated from E-Verify.

E-Verify

Company ID Number:

ARTICLE VI

PARTIES

A. Some or all SSA and DHS responsibilities under this MOU may be performed by contractor(s), and SSA and DHS may adjust verification responsibilities between each other as necessary. By separate agreement with DHS, SSA has agreed to perform its responsibilities as described in this MOU.

B. Nothing in this MOU is intended, or should be construed, to create any right or benefit, substantive or procedural, enforceable at law by any third party against the United States, its agencies, officers, or employees, or against the E-Verify Employer Agent, its agents, officers, or employees.

C. The E-Verify Employer Agent may not assign, directly or indirectly, whether by operation of law, change of control or merger, all or any part of its rights or obligations under this MOU without the prior written consent of DHS, which consent shall not be unreasonably withheld or delayed. Any attempt to sublicense, assign, or transfer any of the rights, duties, or obligations herein is void.

D. Each party shall be solely responsible for defending any claim or action against it arising out of or related to E-Verify or this MOU, whether civil or criminal, and for any liability wherefrom, including (but not limited to) any dispute between the Employer and any other person or entity regarding the applicability of Section 403(d) of IIRIRA to any action taken or allegedly taken by the Employer.

E. The E-Verify Employer Agent understands that its participation in E-Verify is not confidential information and may be disclosed as authorized or required by law and DHS or SSA policy, including but not limited to, Congressional oversight, E-Verify publicity and media inquiries, determinations of compliance with Federal contractual requirements, and responses to inquiries under the Freedom of Information Act (FOIA).

F. The individuals whose signatures appear below represent that they are authorized to enter into this MOU on behalf of the E-Verify Employer Agent and DHS respectively. The E-Verify Employer Agent understands that any inaccurate statement, representation, data or other information provided to DHS may subject the Employer or the E-Verify Employer Agent, as the case may be, its subcontractors, its employees, or its representatives to: (1) prosecution for false statements pursuant to 18 U.S.C. 1001 and/or; (2) immediate termination of its MOU and/or; (3) possible debarment or suspension.

G. The foregoing constitutes the full agreement on this subject between DHS and the E-Verify Employer Agent.

If you have any questions, contact E-Verify at 1-888-464-4218.

E-Verify

Company ID Number:

Approved by:

E-Verify Employer Agent Employer	
Name (Please Type or Print)	Title
Signature	Date
Department of Homeland Security – Verification Division	
Name (Please Type or Print)	Title
Signature	Date

Company ID Number:

Information Required for the E-Verify Program **Information relating to your Company:**	
Company Name	
Company Facility Address	
Company Alternate Address	
County or Parish	
Employer Identification Number	
North American Industry Classification Systems Code	
Parent Company	
Number of Employees	
Number of Sites Verified for	

INSTRUCTIONS FOR EXECUTING CONTRACT

The Contractor, in executing the Contract, shall follow the following requirements:

The Contractor and the Owner shall sign the Contract Documents in not less than triplicate.

If the Contractor is a corporation, the following certificate shall be executed:

"I, _____ certify that I am the _____ of the corporation named as Contractor herein above, that _____ who signed the foregoing Contract on behalf of the Contractor was then of said corporation; that said Contract was duly signed for and in behalf of said corporation by authority of its governing body, and is within the scope of its corporate powers."

If the Contract is signed by the secretary of the corporation, the above certificate shall be executed by some other officer of the corporation under the corporate seal. In lieu of the foregoing certificate there may be attached to the Contract, copies of as much of the records of the corporation as will show the official character and authority of the officers signing, duly certified by the secretary or assistant secretary under the corporate seal to be true copies.

If the Contractor is a partnership, each partner shall sign the Contract. If the Contract is not signed by each partner, there shall be attached to the Contract a duly authenticated power of attorney evidencing the signer's ("signers") authority to sign such a Contract for and in behalf of the partnership.

If the Contractor is an individual, the trade name (if the Contractor is operating under a trade name) shall be indicated in the Contract and the Contract shall be signed by such individual. If signed by one other than the Contractor there shall be attached to the Contract a duly authenticated power of attorney evidencing the signer's authority to execute such Contract for and in behalf of the Contractor.

The full name and business address of the Contractor shall be inserted and the Contract shall be signed with his official signature. The name of the signing party or parties shall be typewritten or printed under all signatures to the Contract.

The Contract shall be deemed as having been awarded when formal Notice of Award shall have been duly served upon the intended awardee (i.e., the bidder with whom the Owner contemplates entering into a Contract) by some officer or agent of the Owner duly authorized to give such notice.

EFFECTIVE DATE: Month Day, Year	TERMINATION DATE: Month Day, Year	CONTRACT NUMBER:

CITY	CONTRACTOR
City of Blue Springs **903 West Main Street** **Blue Springs, MO 64015**	Name & Address
Department:	Attention:
Phone:	Phone:

PUBLIC WORKS CONTRACT

THIS CONTRACT, made and entered into this _____ day of _____ 202__, by the parties identified above.

WITNESSETH:

WHEREAS, the City of Blue Springs desires to engage the Contractor to perform certain professional and technical services, construction and labor, and/or provide materials and equipment as hereafter described in connection with a project more particularly described in ***Exhibit 1***; and

WHEREAS, the Contractor made certain representations and statements to the City with respect to the provision of such services and the City has accepted said proposal.

NOW, THEREFORE, for the considerations herein expressed, it is agreed by and between the City and the Contractor as follows:

1. **Services**. The City agrees to engage the services of the Contractor, and the Contractor agrees to perform the services hereinafter set forth in connection with projects described in ***Exhibit 1*** in accordance with the standard of care, skill, expertise, materials, and requirements set forth in the drawings and specifications. The terms of the City's Request for Proposals are incorporated by reference as if fully set forth herein. To the extent any conflict exists between the terms of this Contract and any Contractor terms attached hereto or otherwise incorporated, the terms of this Contract control and supersede.

2. **Addition to Services**. The City may add to the Contractor services or delete therefrom activities based on unit cost as set forth in ***Exhibit 1*** or the bid document(s) associated with this contract, or by written Change Orders that may be agreed to by both the City and Contractor, provided that the total cost of such work will be added to, or deleted from, the total cost as specified in Paragraph 6 hereof. The Contractor shall undertake such changed activities only upon the direction of the City. All such directives and changes shall be in written form and prepared and approved by the Department Head for the City as related to this contract, or his designee, with approval of the City Council if required, and shall be accepted and countersigned by the Contractor.

3. **Exchange of Data**. All information, data, plans, and reports in the City's possession and necessary for the carrying out of the work, shall be furnished to the Contractor without charge,

and the parties shall cooperate with each other in every way possible in carrying out the scope of services.

4. **Personnel**. The Contractor represents that Contractor will secure, at Contractor's own expense, all personnel required to perform the services called for under this Contract by Contractor. Such personnel shall not be employees of or have any contractual relationship with the City except as employees of the Contractor. All services required hereunder will be performed by the Contractor or under Contractor's direct supervision and all personnel engaged in the work shall be fully qualified and shall be authorized under state and local law to perform such services. None of the work or services covered by this Contract shall be subcontracted without the written approval of the City.

5. **Term**. The services of the Contractor shall commence as soon as practicable after the execution of this Contract, unless otherwise directed in writing, and shall be undertaken and completed in such sequence as to assure their expeditious completion in the light of the purposes of the contract, but in any event, all of the services required hereunder shall be completed as set forth in the schedule for the project which is attached hereto as ***Exhibit 1***.

6. **Costs not to Exceed**. The City of Blue Springs is limited by law and its bidding and procurement process with respect to the amount of money it can pay. Therefore, the City has established a fixed sum amount, based on the bid proposal after a competitive bidding process, if required by City policy, as described in the Maximum Payment section of ***Exhibit 1*** for this Contract and Paragraph 7.b which cannot be exceeded unless this Contract is amended. The Contractor shall notify the City if Contractor anticipates that the Contract amount may be exceeded to determine whether or not the City is prepared to increase the total compensation.

7. **Payment**.

a. **Conditioned upon acceptable performance**. Provided Contractor performs the services in the manner set forth in Paragraph 1 hereof, the City agrees to pay the Contractor in accordance with the terms set forth in ***Exhibit 1***, which shall constitute complete compensation for all services to be rendered under this Contract; provided, that where payments are to be made periodically to Contractor for services rendered under this Contract, the City expressly reserves the right to disapprove in whole or in part a request for payment where the services rendered during the period for which payment is claimed are not performed in a timely and satisfactory manner in accordance with the schedule and description of services set forth in ***Exhibit 1***.

b. **Total compensation not to exceed**. It is expressly understood that in no event will the total compensation and reimbursement to be paid to the Contractor under the terms of this Contract exceed the sum of **$**Total amount of contract unless agreed to by City and Contractor in writing.

8. **Termination of Contract.**

a. **Termination for breach.** Failure of the Contractor to fulfill Contractor's obligations under this Contract in a timely and satisfactory manner in accordance with the schedule and description of services set forth in ***Exhibit 1*** shall constitute a breach of this Contract, and the City shall thereupon have the right to immediately terminate this Contract. The City shall give written notice of termination to the Contractor by U.S. Postal Service Mail or by hand delivering a copy of the same to the Contractor; or may give notice by any combination of these methods. The date of termination shall be the date upon which notice of termination is hand delivered to

Contractor or the third day following mailing of the notice of termination, whichever first occurs. In the event of termination for breach, all finished or unfinished deconstruction, reconstruction, new construction, repairs, materials, drawings, plans, specifications, and other documents as required of the Contractor under this Contract shall at the option of the City become its property, and the Contractor shall be entitled to receive just and equitable compensation for any satisfactory work completed on such project; provided, that the Contractor shall not be relieved of liability to the City for damages sustained by the City by virtue of any such breach of this Contract by the Contractor. If this Contract is terminated, Contractor shall assist City in the orderly termination of services, including timely transfer of services to another designated contractor. Anticipatory profits and consequential damages shall not be recoverable by Contractor.

b. **Termination for Convenience.** The City shall have the right at any time by written notice to Contractor to terminate and cancel this Contract, without cause, for the convenience of the City, and Contractor shall immediately stop work. In such event City shall not be liable to Contractor except for payment for actual work performed prior to such notice in an amount proportionate to the completed contract price and for the actual costs of preparations made by Contractor for the performance of the cancelled portions of this Contract, including a reasonable allowance of profit applicable to the actual work performed and such preparations. Further, all finished or unfinished deconstruction, reconstruction, new construction, repairs, materials, drawings, plans, specifications, and other documents as required of the Contractor under this Contract shall at the option of the City become its property. If this Contract is terminated, Contractor shall assist City in the orderly termination of services, including timely transfer of services to another designated contractor. Anticipatory profits and consequential damages shall not be recoverable by Contractor.

9. **Conflicts**. No salaried officer or employee of the City and no member of the City Council shall have a financial interest, direct or indirect, in this contract. A violation of this provision renders the Contract void. Any federal regulations and applicable provisions in Section 105.450 *et seq*. RSMo. shall not be violated. Contractor covenants that it presently has no interest and shall not acquire any interest, direct or indirect, which would conflict in any manner or degree with the performance of services to be performed under this contract. The Contractor further covenants that in the performance of this Contract no person having such interest shall be employed.

10. **Assignment**. The Contractor shall not assign any interest in this Contract and shall not transfer any interest in the same (whether by assignment or novation), without prior written consent of the City thereto. Provided, however, that claims for money due or to become due to the Contractor from the City under this Contract may be assigned to a bank, trust company, or other financial institution without such approval. Notice of such assignment or transfer shall be furnished in writing promptly to the City. Any such assignment is expressly subject to all rights and remedies of the City under this contract, including the right to change or delete activities from the Contractor to terminate the same as provided herein, and no such assignment shall require the City to give any notice to any such assignee of any actions which the City may take under this contract, though City will attempt to so notify any such assignee.

11. **Discrimination**. The Contractor agrees in the performance of this Contract not to discriminate on the ground or because of race, creed, color, national origin or ancestry, sex, religion, handicap, age, or political opinion or affiliation, against any employee of Contractor or applicant for employment and shall include a similar provision in all subcontracts let or awarded hereunder.

12. **Occupational License**: The Contractor shall obtain and maintain an occupational license with the City of Blue Springs, Missouri, if required by City Code and any required state or federal license. The cost for this occupational license shall be borne by the Contractor. Contractor shall not purchase materials or begin work on this Contract until this occupational license has been obtained.

13. **Compliance with Laws**. Contractor agrees to comply with all applicable federal, state and local laws or rules and regulations applicable to the provision of services and products hereunder. Contractor affirmatively states that payment of all local, state, and federal taxes and assessments owed by Contractor is current.

14. **American Made Products.** Pursuant to section 34.353 RSMo, as amended, if this Contract is for more than $25,000.00, and is for the purchase or lease of manufactured goods or commodities by the City, or is a contract with the City for construction, alteration, repair, or maintenance of any public works, then any manufactured goods or commodities used or supplied in the performance of this Contract or any subcontract thereto shall be manufactured or produced in the United States, unless that requirement is determined to not apply or be exempted based on the provisions in said referenced statute**.**

15. **Nonresident/Foreign Contractors**. The Contractor shall procure and maintain during the life of this contract:

a. If the Contractor is a foreign corporation, a certificate of authority to transact business in the State of Missouri from the Secretary of State, unless exempt pursuant to the provisions of Section 351.572 RSMo. (*See also,* Section 351.574 RSMo. as to consequences of failing to comply.)

b. A certificate from the Missouri Director of Revenue evidencing compliance with the transient employer financial assurance law, unless exempt pursuant to the provisions of Section 285.230 RSMo.

16. **General Independent Contractor Clause**. This Contract does not create an employee/employer relationship between the parties. It is the parties' intention that the Contractor will be an independent contractor and not the City's employee for all purposes, including, but not limited to, the application of the Fair Labor Standards Act minimum wage and overtime payments, Federal Insurance Contribution Act, the Social Security Act, Missouri Prevailing Wage requirements, the Federal Unemployment Tax Act, the provisions of the Internal Revenue Code, Missouri revenue and taxation laws, Missouri workers' compensation and unemployment insurance laws. The Contractor will retain sole and absolute discretion in the judgment of the manner and means of carrying out the Contractor's activities and responsibilities hereunder. The Contractor agrees that it is a separate and independent enterprise from the public employer, that it has a full opportunity to find other business, that it has made its own investment in its business, and that it will utilize a high level of skill necessary to perform the work. This Contract shall not be construed as creating any joint employment relationship between the Contractor and the City, and the City will not be liable for any obligation incurred by the Contractor, including but not limited to unpaid minimum wages and/or overtime premiums.

17. **City Benefits**. The Contractor shall not be entitled to any of the benefits established for the employees of the City nor be covered by the Worker's Compensation Program of the City.

18. **Insurance.** Contractor agrees to maintain insurance as set forth below and provide to City certificates of coverage evidencing said coverage at the time of signing of this Contract and on each anniversary of such insurance coverage during the term of this Contract and any renewals, which certificates, if available and possible, contains a provision that the policy will not be cancelled unless and until thirty (30) days' notice of said cancellation has been given to the City, but, in any event, the Contractor, any time after the Contract has been signed, shall notify the City of any impending cancellation, actual cancellation, termination or nonrenewal of the policy by faxing or delivering to the City a copy of the insurer's cancellation, termination or nonrenewal notice to Contractor within two (2) business days of Contractor's receipt of said notice. Contractor shall also advise the City in writing within two (2) business days of any oral or other advisement by the insurer of any impending cancellation, actual cancellation, termination or nonrenewal of the policy. (If the City gives written permission for some of the work under this Contract to be subcontracted or it is subcontracted, Contractor shall assure that the subcontractor has the insurance set forth below and that the City and Contractor are listed as an additional insured on all of subcontractor's policies):

a. **Comprehensive General Liability**. Minimum limit of $1,000,000 combined single limit, $2,000,000 annual aggregate for bodily injury and property damage per occurrence with City named as an additional insured on the policy.

b. **Comprehensive Automobile Liability**. $1,000,000 combined single limit with City named as an additional insured on the policy.

c. **Workers' Compensation**. Statutory requirements.

d. **Professional Liability Insurance**. Contractor agrees to maintain professional liability insurance in the amount of $1,000,000 per claim and in the aggregate during the term of this contract. (If not applicable, delete this subparagraph)

The provision of insurance shall not be construed, nor is intended, to be a waiver of sovereign immunity or any other defense available to City, its officers, agents or employees except to the extent insurance coverage is actually provided.

19. **Liability and Indemnity**. The parties mutually agree to the following:

a. In no event shall the City be liable to the Contractor for special, indirect, or consequential damages. The maximum liability of the City shall be limited to the amount of money to be paid or received by the City under this Contract.

b. The Contractor shall defend, indemnify, and hold the City and its elected or appointed officials, officers, employees, and agents harmless from and against all actual claims and alleged claims and all damages, including but not limited to losses, liabilities, costs, expenses and attorney fees arising out of personal injuries, including illness or death, and damage to, or destruction of, property, which are caused by the Contractor or the Contractor's agents, employees, sub-contractors or by others for whom Contractor is liable arising out of or in any way connected with or resulting from, performance of, or failure to perform, this contract, regardless of whether or not caused in part by any act or omission of City, its elected or appointed officials, officers, employees or agents. Contractor affirms that it has had the opportunity to recover the costs of the liability insurance required in this Contract in its Contract price.

c. The Contractor shall indemnify and hold the City harmless from all wages or overtime compensation due its employees in rendering services pursuant to this contract, including payment of reasonable attorneys' fees and costs in the defense of any claim made under the Fair Labor Standards Act, the Missouri Prevailing Wage Law, or any other federal or state law.

d. The indemnification obligations of Contractor hereunder shall not be limited by any limitations as to the amount or type of damages, compensation, or benefits payable by or for the Contractor, under any federal or state law, to any person asserting the claim against City, its elected or appointed officials, officers, agents and employees, for which indemnification is sought.

e. The indemnification obligations herein shall not negate, abridge, or reduce in any way any additional indemnification rights of the City, its elected or appointed officials, officers, agents and employees, which are otherwise available under statute, or in law or equity.

f. All the provisions in this Agreement are subject to the terms of Missouri Sovereign Immunity as set forth in section 537.610.2 and 537.610.5 of the Missouri Revised Statutes. Further, this Contract is not intended to act as a waiver or limitation of City, or any of its officer's, agent's or employee's rights and/or defenses regarding sovereign or any other immunity or defense under Federal Law, Missouri Law or Municipal Regulation.

20. **Excessive Unemployment Requirements**. Whenever there is a period of excessive unemployment in this State (Missouri), as defined by Section 290.550 RSMo., any contractor constructing or building any public works project or improvement as defined in Section 290.210 RSMo. shall employ only Missouri laborers and laborers from nonrestrictive states on such project or improvement in compliance with Sections 290.550 thru 290.580 RSMo.

21. **Bonds.** Pursuant to Section 107.170 RSMo**.**

a. **Labor and Material Payment Bond.** If this Contract is estimated to exceed $50,000.00, the Contractor shall furnish a Labor and Materials Payment Bond with surety approved by the City and on the forms approved by the City. The bond shall be in the total amount of the Contract conditioned upon the major terms and conditions of this Contract and payment of all labor and material suppliers. It is further mutually agreed between the parties hereto that if, at any time after the execution of this Contract and the surety bond(s) hereto attached for its faithful payment of labor and material suppliers, the City shall deem the surety or sureties upon such bond(s) to be unsatisfactory, or if, for any reason, such bond(s) ceases to be adequate to cover the performance of the work, the Contractor shall, at its expense, within five (5) days after the receipt of notice from the City to do so, furnish an additional bond or bonds, in such form and amount, and with such surety or sureties as shall be satisfactory to the City. In such event no further payment to the Contractor shall be deemed to be due under this Contract until such new or additional security for the payment of labor and material suppliers shall be furnished in a manner and form satisfactory to the City. The corporate surety on any payment bond must be licensed by the State of Missouri and if the required bond exceeds $25,000.00 must be listed in United States Treasury Circular 570.

b. **Performance Bond.** If the City deems a Performance Bond is necessary, the Contractor shall furnish a Performance Bond with surety approved by the City and on the forms approved by the City. The bond shall be in the total amount of the Contract conditioned upon the full and faithful performance of all major terms and conditions of this Contract. It is further mutually agreed between the parties hereto that if, at any time after the execution of this Contract and the

surety bond(s) hereto attached for its faithful performance, the City shall deem the surety or sureties upon such bond(s) to be unsatisfactory, or if, for any reason, such bond(s) ceases to be adequate to cover the performance of the work, the Contractor shall, at its expense, within five (5) days after the receipt of notice from the City to do so, furnish an additional bond or bonds, in such form and amount, and with such surety or sureties as shall be satisfactory to the City. In such event no further payment to the Contractor shall be deemed to be due under this Contract until such new or additional security for the faithful performance of the work shall be furnished in a manner and form satisfactory to the City. The corporate surety on any performance must be licensed by the State of Missouri and if the required bond exceeds $25,000.00 must be listed in United States Treasury Circular 570.

c. **Maintenance Bond.** If the City deems a Maintenance Bond is necessary, prior to acceptance of the Work, Contractor shall provide a maintenance bond in a form acceptable to the City Attorney and in an amount equal to 50% of the cost of the Work as approved by the City, which shall be in effect for a term of two (2) years from the date that the City issues a certificate of substantial completion for such work covered by the bond, conditioned upon the faithful performance of the provisions, terms and conditions of this contract. The maintenance bond shall name the City as an obligee and copies of the certificates such bond shall be delivered to the City.

22. **Liquidated Damages**. Time of completion of the work by the Contractor is of the essence. Should Contractor fail to complete the work within the time specified in this contract, Contractor shall be liable to the City in the amount of $500.00 per day for each and every calendar day that the Contract remains uncompleted after the time allowed for completion, as liquidated damages, and not as a penalty, it being stipulated that actual damages to the City and the public arising from Contractor's failure to timely complete the work would be difficult, if not impossible, to ascertain. The amount assessed as liquidated damages may be withheld from any moneys otherwise due to Contractor from the City.

23. **Site**. Contractor shall at all times, during the 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.

24. **Prevailing Wage**. If this Contract is estimated to exceed $75,000 for the total project cost, not less than the prevailing hourly rate of wages for work of a similar character in this locality, as established by Prevailing Wage Order No. Current Wage Order Number , Jackson County, and amended at any time by the Department of Labor and Industrial Relations of the State of Missouri, shall be paid to all workers performing work under this contract. The penalties forfeited to the City for violations of the Prevailing Wage Act for each workman employed, for each calendar day, or portion thereof, such workman is paid less than their said stipulated rates for any work done under said Contract shall be one hundred dollars ($100) per worker, per day.

25. **OSHA Requirements** pursuant to Section 292.675 RSMo.

a. Any contractor for any public body for purposes of construction of public works and any subcontractor (any person entering into a subcontract with a contractor for construction of public works which employs "on-site employees" for purposes of completion of the contract) to such contractor shall provide a ten-hour Occupational Safety and Health Administration (OSHA) construction safety program for their on-site employees which includes a course in construction safety and health approved by OSHA or a similar program approved by the department which is

at least as stringent as an approved OSHA program, unless such employees have previously completed the required program. All employees who have not previously completed the program are required to complete the program within sixty days of beginning work on such construction project.

b. Any employee found on a work site subject to this section without documentation of the successful completion of the required course shall be afforded twenty days to produce such documentation before being subject to removal from the project.

c. The contractor to whom the Contract is awarded and any subcontractor under such contractor shall require all on-site employees to complete the above referenced ten-hour training program or such employees must hold documentation of prior completion of the program. Said contractor and subcontractor(s) shall comply with Section 292.675, RSMo., in all respects as required in relation to work done pursuant to this contract.

d. The contractor shall forfeit as a penalty to the public body on whose behalf the contract is made or awarded, two thousand five hundred dollars ($2,500.00) plus one hundred dollars ($100.00) for each employee employed by the contractor or subcontractor, for each calendar day, or portion thereof, such employee is employed without the required training. The penalty shall not begin to accrue until the time period referenced in subparagraphs (a) and (b) above have elapsed.

e. The public body awarding the Contract shall withhold and retain therefrom all sums and amounts due and owing as a result of any violations of this section when making payments to the contractor under the contract. The contractor may withhold from any subcontractor sufficient sums to cover any penalties the public body has withheld from the contractor resulting from the subcontractor's failure to comply with the terms of this section. If the payment has been made to the subcontractor without withholding, the contractor may recover the amount of the penalty resulting from the fault of the subcontractor in an action maintained in the circuit court in the county in which the public works project is located from the subcontractor.

f. “On-site employees” are defined as laborers, workmen, drivers, equipment operators, and craftsmen employed by contractors and subcontractors to be directly engaged in construction at the site of the public works. "Directly engaged in construction" shall mean work performed in the actual erection of the structure or completion of the improvement constituting the public works. In addition, employees working at a nearby or adjacent facility used by the contractor or subcontractor for construction of the public works shall be deemed "on-site employees." Persons engaged solely in the transportation of materials, fuel, or equipment to the site of the public works shall not be deemed to be "directly engaged in construction.”

26. **Enrollment in Work Authorization Program and Affidavit Concerning Employment of Unauthorized Aliens.** If this contract, awarded to a business entity, exceeds five thousand dollars, the business entity, and any subcontractors of the business entity, shall, by affidavit and provision of documentation, affirm its or their enrollment and participation in a federal work authorization program with respect to the employees working in connection with the contracted services. Every such business entity, and any subcontractors of the business entity, shall also affirm by the affidavit that it does not knowingly employ any person who is an unauthorized alien in connection with the contracted services. A subcontractor shall provide similar affidavit and documentation to the Contractor at the time the subcontractor is hired pursuant to Section 15 CSR 60-15.020. A federal work authorization program is 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. *A business entity is any person or group of persons performing or engaging in any activity, enterprise, profession, or occupation for gain, benefit, advantage, or livelihood. The term business entity shall include but not be limited to self-employed individuals (except it shall not include a self-employed individual with no employees), partnerships, corporations, contractors, and subcontractors*.

The following Affidavit shall be used by the Contractor and any subcontractors that are required to sign:

Work Authorization Affidavit

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 "Company"), 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. Company is enrolled in and participates in a federal work authorization program with respect to the employees working in connection with the contracted Project Services.

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

_____ _____
Affiant / Contractor Printed Name

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

_____
SEAL Notary Public

27. **Anti-Discrimination Against Israel Act.** If this agreement has a total potential value of $100,000 or more and Contractor has ten or more employees, the following applies: Pursuant to Section 34.600, RSMo, Contractor agrees to comply with Missouri law regarding the Anti-Discrimination Against Israel Act, and execution of this Contract constitutes Contractor's certification of compliance with the Anti-Discrimination Against Israel Act, including that it is not currently engaged in, and shall not, for the duration of the contract, engage in a boycott of goods or services from the State of Israel; companies doing business in, or with, Israel companies authorized by, licensed by, or organized under, the laws of the State of Israel; or persons or entities doing business in the State of Israel.

28. **Notices**. All notices required or permitted under this Contract are required to be in writing and may be given by first class mail addressed to City or Contractor at the addresses shown above or by hand delivering a copy of the same to the City or Contractor or may be given by any combination of these methods. The date of delivery of any notice given by mail shall be the date falling on the third day after the day of its mailing.

29. **Jurisdiction**. This Contract and every question arising hereunder shall be construed or determined according to the laws of the State of Missouri. Should any part of this Contract be litigated, venue shall be proper only in the Circuit Court of Jackson County, Missouri at Independence or the Federal District Court for the Western District of Missouri, as appropriate. Contractor submits to the personal jurisdiction of and waives any personal jurisdiction or inconvenient forum objection to those courts.

30. **Warranty**. Contractor warrants that all workmanship shall be of good quality, in conformance with bid specifications and guarantees all materials, equipment furnished, and work performed for a period of two (2) years 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 Contract. Contractor shall, within ten (10) days' notice from the City, correct any work found to be defective, incorrect, or not in accordance with bid specifications.

31. **Severability**. The invalidity, illegality, or unenforceability of any provision of this Contract or the occurrence of any event rendering any portion or provision of this Contract void shall in no way affect the validity or enforceability of any other portion or provision of this Contract. Any void provision shall be deemed severed from this Contract, and the balance of this Contract shall be construed and enforced as if this Contract did not contain the particular portion or provision held to be void.

32. **Entire Contract**. This Contract contains the entire Contract of the parties. No modification, amendment, or waiver of any of the provisions of this Contract shall be effective unless in writing specifically referring hereto and signed by both parties.

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

CONTRACTOR NAME

By: _____
Name: _____
Title: _____

CITY OF BLUE SPRINGS, MISSOURI

_____
Christine Cates, City Administrator

APPROVED AS TO FORM

_____
Jennifer Baird, City Attorney

Exhibit 1 to Contract Scope of Work		
Name of Contractor	NAME OF CONTRACTOR	
Scope of Work (Job Description)	Brief description of work All work shall be performed in accordance with Contractor's Click or tap here to enter text. dated Click or tap to enter a date. attached hereto and incorporated herein as Attachment A.	
Start Date	Click or tap to enter a date.	
Interim Deadlines (if applicable)	**Date**	**Phase of Project To Be Completed**
Final Completion Deadline	Click or tap to enter a date.	
Reimbursable Expenses	☐ None ☐ Travel, Lodging, Meals, Phone Calls, Copying, Postage	
Maximum Payment	$	Maximum payment for services rendered
	$	Maximum amount of expenses to be reimbursed
	$	Total maximum amount to be paid to Contractor
Method of Payment	☐ Lump sum of entire amount upon satisfactory completion of project ☐ Monthly payments based on rate of $ per hour ☐ Incremental payments as follows: ☐ % retainage held until completion of project.	

BID BOND

CONTRACTOR (Name and Address):

_____
_____
_____

SURETY (Name and Address of Principal Place of Business):

_____
_____
_____

CITY (Name and Address):

City of Blue Springs, 903 W. Main Street, Blue Springs, Missouri 64015

BID

BID DUE DATE:_____at 2:00 p.m.
Project:

BOND

BOND NUMBER: _____
DATE: (Not Later than Bid Due Date): _____
PENAL SUM: _____

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

CONTRACTOR	SURETY
_____	_____
Contractor's Name and Corporate Seal	Surety's Name and Corporate Seal
By:_____	By: _____
Signature and Title	Signature and Title (Attach Power of Attorney)
Attest:_____	Attest: _____
Signature and Title	Signature and Title

Note:

1. Above addresses are to be used for giving required notice.
2. Any singular reference to Contractor, Surety, City, or other party shall be considered plural where applicable.
3. Surety companies executing BONDS shall be named in current list of "Companies Holding Certificates of Authority as Acceptable Sureties on Federal Bonds and as Acceptable Reinsuring Companies" as published in Circular 570 (amended) by the Audit Staff Bureau of Accounts, U.S. Treasury Department and be authorized to transact business in the State of Missouri.

1. Contractor and Surety, jointly and severally, bind themselves, their heirs, executors, administrators, successors, and assign to pay to City upon default of Contractor the penal sum set forth on the face of this Bond.

2. Default of Contractor shall occur upon the failure of Contractor to deliver within the time required by the Bidding Documents the executed Contract required by the Bidding Documents and any performance and payment bonds required by the Bidding Documents and Contract Documents.

3. This obligation shall be null and void if:

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

   b. All bids are rejected by City, or

   c. City fails to issue a notice of award to Contractor within the time specified in the Bidding Documents (or any extension thereof agreed to in writing by Contractor and, if applicable, consented to by surety when required by Paragraph 5 hereof).

4. Payment under this Bond shall be due and payable upon default of Contractor and within thirty calendar days after receipt by Contractor and surety of written notice of default from City which notice will be given with reasonable promptness, identifying this Bond and the Project, and including a statement of the amount due.

5. Surety waives notice of and any and all defenses based on or arising out of any time extension to issue notice of award agreed to in writing by City and Contractor, provided that the time for issuing notice of award including extensions shall not in the aggregate exceed 120 days from bid due date without surety's written consent.

6. No suit or action shall be commenced under this Bond prior to thirty calendar days after the notice of default required in Paragraph 4 above is received by Contractor and surety, and in no case later than one year after bid due date.

7. Any suit or action under this Bond shall be commenced only in a court of competent jurisdiction located in the state in which the Project is located.

8. Notice required hereunder shall be in writing and sent to Contractor and surety at their

respective addresses shown on the face of this Bond. Such notices may be sent by personal delivery, commercial courier or by United States Registered or Certified Mail, return receipt requested, postage pre-paid, and shall be deemed to be effective upon receipt by the party concerned.

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

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

11. The term “bid” as used herein includes a bid, offer, or proposal as applicable.

PERFORMANCE & MAINTENANCE BOND

KNOW ALL MEN BY THESE PRESENTS:

THAT we, the undersigned, _____of

_____, hereinafter referred to as "contractor", and

_____, a corporation organized under the laws of the state of_____and authorized to transact business in the state of Missouri, as "surety", are held and firmly bound unto the city of blue springs, Missouri, hereinafter referred to as "city", in the penal sum of_____ dollars ($ _____), lawful money of the united states of America for the payment of which sum will and truly to be made, we bind ourselves, our heirs, executors, administrators, successors, and assigns, jointly and severally by these presents.

THE CONDITION OF THE FOREGOING OBLIGATION IS SUCH THAT:

Whereas, the above bonded contractor has, on the_____day of_____, 20____, entered into a written contract with the aforesaid city for furnishing all materials, equipment, tools, superintendence, and other facilities and accessories, for the construction of certain improvements as designated, defined, and described in the said contract and the conditions thereof, and in accordance with the specifications and plans therefore; a copy of said contract being attached hereto and made a part thereof:

Now, therefore if said contractor shall and will, in all particulars will, duly, and faithfully observe, perform and abide by each and every covenant, condition, and part of the said contract, and the conditions, specifications, plans and other contract documents thereto attached or by reference made a part thereof, according to the true intent and meaning in the case, then this obligation shall be and become null and void; otherwise, it shall remain in full force and effect:

Provided further, that the said surety, for value received, hereby stipulates and agrees that no change, extension of time, alternation, or addition to the terms of the contract, or the work to be performed thereover, or the specifications accompanying the same, shall in any way affect its obligations on this bond and it does hereby waive notice of any change, extension of time, alteration, or addition to the terms of the contract, or to the work, or to the specifications.

Provided further, that if the said contractor shall construct or cause to be constructed and completed the improvement in accordance with specifications for like improvements, and to the lines and grades shown on the plans, all to be done subject to the approval and acceptance of the engineer, and shall construct said with such materials in such manner that same shall endure without need of any repairs for the period of two (2) years from and after the completion of said improvement and acceptance thereof; and if said improvement shall endure without the need of repairs for the period of two (2) years from and after completion and acceptance thereof as aforesaid, then this obligation shall be void, otherwise to be in full force and effect.

IN TESTIMONY WHEREOF, the contractor has hereunto set his hand, and said surety has caused these presents to be executed in its name, and its corporate seal to be hereunto affixed, by its attorney-in-fact duly authorized to do so at

_____, on this_____day of_____, 20__.

Contractor

By_____

Title _____

_____

Surety

By _____

Attorney-in-fact

By _____

Missouri resident agent

(Accompany this bond with the attorney-in-fact's authority from the surety company certified to include the date of the bond).

PAYMENT BOND

KNOW ALL MEN BY THESE PRESENTS: _____(Contractor)

_____(Contractor Address)

a _____, hereinafter called Principal, and
(Corporation, Partnership, or Individual)

_____(Surety)

_____(Surety Address)

hereinafter called Surety, are held and firmly bound unto the City of Blue Springs, Missouri (hereinafter called City), in the penal sum of _____dollars ($ _____) in lawful money in the United States, for the payment of which sum well and truly to be made, we bind ourselves, successors, and assigns, jointly and severally, firmly by these presents.

The Condition of this Obligation is such that whereas, the Principal entered into a certain Contract with the City, dated the _____day of _____, 20___, a copy of which is hereto attached and made a part hereof in the construction of:

_____

_____

NOW, THEREFORE, if the Principal shall promptly make payment to all persons, firms, subcontractors, and corporations furnishing material for or performing labor in the prosecution of the work provided for in such contract, and any authorized extension or modification thereof, including all amounts due for materials, lubricants, oil, gasoline, coal, repairs or machinery, equipment and tools, consumed or used in connection with the construction of such work, and all insurance premiums on said work, and for all labor, performed in such work whether by subcontractor or otherwise, then this obligation shall be void; otherwise to remain in full force and effect.

IMPORTANT- Surety companies executing BONDS must appear on the Treasury Department's most current list (Circular 570 as amended) and be authorized to transact business in the state where the project is located.

PROVIDED, FURTHER, that the said Surety for value received hereby stipulates and agrees that no change, extension of time, alteration or addition to the terms of the Contractor to the work to be performed thereunder or the specifications accompanying the same shall in any wise affect its obligation on this bond, and it does hereby waive notice of any such change, extension of time, alteration or addition to the terms of the Contractor to the work or to the Specifications.

PROVIDED, FURTHER, that no final settlement between the City and Contractor shall abridge the right of any beneficiary hereunder, whose claim may be unsatisfied.

IN WITNESS WHEREOF, this instrument is executed in _____counterparts, each one of which shall be deemed an original, this the _____day of _____, 20_____.

_____
Principal

ATTEST: By: _____

_____ _____
Secretary Address

SEAL

_____
Witness to Principal

_____
Address

Surety

ATTEST: By: _____
Attorney-in-Fact

_____ _____
Secretary Address

SEAL

_____
Witness to Surety

_____
Address

NOTE: Date of bond must not be prior to date of Contract. If Contractor is a Partnership, all partners should execute bond.

GENERAL CONDITIONS OF OWNER-CONTRACTOR AGREEMENT

ARTICLE 1

CONTRACT DOCUMENTS

1.1 DEFINITIONS

1.1.1 The Contract Documents. The Contract Documents include the Owner-Contractor Agreement, General Conditions of the Owner-Contractor Agreement, State Wage Determination, Non-Collusion Affidavit, the Performance Payment Bond, the Drawings, the Specifications, the Construction Schedule, all Addenda and all Modifications issued after execution of the Contact. A Modification is (1) a written amendment to the Contract signed by both parties, or (2) a written Change Order.

1.1.2 The Contract. The Contract Documents form the Contract. The Contract represents the entire and integrated Agreement between the parties hereto and supersedes all prior negotiations, representations or agreements, both written and oral, including the Bidding Documents. The Contract may be amended or modified only by a Modification as defined in Subparagraph 1.1.1.

1.1.3 The Work. The term Work means the construction and services required or reasonably inferable from the Contract Documents, and includes all labor necessary to complete the construction required by the Contract Documents, and all materials and equipment incorporated or to be incorporated in such construction.

1.1.4 The Project. The Project is the total construction of which the Work performed under the Contract Documents may be the whole or a part.

1.1.5 Notice to Proceed. The written notice from the Owner notifying the Contractor of the date on or before which he is to begin execution of the Work.

1.2 EXECUTION, CORRELATION, INTENT AND INTERPRETATIONS

1.2.1 The Contract Documents shall be signed in not less than triplicate by the Owner and Contractor.

1.2.2 The Contractor represents that he has visited the site, familiarized himself with the local conditions under which the Work is to be performed, and correlated his observations with the requirements of the Contract Documents.

1.2.3 The intent of the Contract Documents is to include all items necessary for the proper execution and completion of the Work by the Contractor. The Contract Documents are complementary, and what is required by any one shall be as binding as if required by all. The intention of the Contract Documents is to include all labor, materials, equipment and other items as provided in Subparagraph 3.3 necessary for execution and completion of the Work. Words which have well-known technical or trade meanings are used herein in accordance with such recognized meanings.

1.2.4 In the event of any conflict or inconsistency in the Contract Documents, the better quality and quantity of Work, as determined by the Engineer, shall be provided without change in the Contract Sum.

1.3 COPIES FURNISHED AND OWNERSHIP

1.3.1 Unless otherwise provided in the Contract Documents, the Contractor will be furnished a maximum of three (3) copies, free of charge, of the Drawings and Specifications for the execution of the Work.

1.3.2 All Drawings, Specifications and copies thereof furnished by the Owner are and shall at all times remain property of the Owner. Such documents shall not be used on any other project.

1.3.3 For informational purposes only, Geotechnical and/or Environmental Reports may have been prepared at the Owners request. If available, these reports can be requested from the Engineer, but are not intended to be or construed as Contract Documents.

ARTICLE 2

OWNER

2.1 DEFINITION

2.1.1 The Owner is the person or organization identified as such in the Owner-Contractor Agreement and is referred to throughout the Contract Documents as if singular in number and masculine in gender. The term “Owner” means the Owner or its authorized representative.

2.2 OWNER'S RIGHT TO STOP THE WORK

2.2.1 If the Contractor fails to correct defective work, or fails to supply labor, materials or equipment in accordance with the Contract Documents, the Owner may order the Contractor to stop the work, or any portion thereof, until the cause for such order has been eliminated; however, the Owner’s right to stop the Work shall not give rise to a duty on the part of the Owner to exercise this right for the benefit of the Contractor or any third party.

2.3 OWNER'S RIGHT TO CARRY OUT THE WORK

2.3.1 If the Contractor defaults or neglects to carry out the Work in accordance with the Contract Documents, or fails to perform any provision of the Contract, the Owner may, after seven (7) days' written notice to the Contractor and without prejudice to any other remedy he may have, make good such deficiencies. In such case an appropriate Change Order shall be issued deducting from the payments then or thereafter due the Contractor the cost of correcting such deficiencies. If the payments then or thereafter due the Contractor are not sufficient to cover such amount, the Contractor shall pay the difference to the Owner promptly upon request.

2.4 ENGINEER’S STATUS DURING CONSTRUCTION

2.4.1 The Engineer will be Owner’s representative during the construction period.

2.4.2 Engineer will make periodic visits to the site to observe the progress and quality of the executed Work and to determine, in general, if the Work is proceeding in accordance with the Contract Documents. He shall not be required to make exhaustive or continuous on-site inspections to check the quality or quantity of the Work.

2.4.3 Engineer will issue with reasonable promptness such written clarifications or interpretations of the Contract Documents (in the form of Drawings or otherwise) as he may determine necessary, which shall be consistent with or reasonably inferable from the overall intent of the Contract Documents. If Contractor believes that a written clarification and interpretation entitles him to an increase in the Contract Price, he may make a claim in writing therefore.

2.4.4 Engineer will have authority to disapprove or reject Work which is “defective” (which term is hereinafter used to describe Work that is unsatisfactory, faulty or defective, or does not conform to the requirements of the Contract Documents or does not meet the requirements of any inspection or test or has been damaged prior to approval of final payment). He will also have authority to require special inspection or testing of the Work whether or not the Work is fabricated, installed or completed.

2.4.5 If Owner and Engineer agree, Engineer will furnish a Resident Project Representative and assistants to assist Engineer in carrying out his responsibilities at the site.

2.4.6 Neither Engineer’s authority to act in the Contract documents nor any decision made by him in good faith either to exercise or not exercise such authority shall give rise to any duty or responsibility of Engineer to Contractor, any Subcontractor, any material man, fabricator, supplier or any of their agents or employees or any other person performing any of the Work.

2.4.7 Engineer will not be responsible for Contractor’s means, methods, techniques, sequences or procedures of construction, or the safety precautions and programs incident thereto, and he will not be responsible for Contractor’s failure to perform the Work in accordance with the Contract Documents.

2.4.8 Engineer will not be responsible for the acts or omissions of Contractor, or any Subcontractors, or any of his or their agents or employees, or any other persons at the site or otherwise performing any of the Work.

ARTICLE 3

CONTRACTOR

3.1 DEFINITION

3.1.1 The Contractor is the person or organization identified as such in the Owner-Contractor Agreement and is referred to throughout the Contract Documents as if singular in number and masculine in gender. The term "Contractor" means the Contractor or his authorized representative.

3.2 SUPERVISION AND CONSTRUCTION PROCEDURES

3.2.1 The Contractor shall perform the Work in accordance with the Contract Documents, and shall supervise and direct the Work, using his best skill and attention. He shall be solely responsible for all construction means, methods, techniques, sequences and procedures and for coordinating all portions of the Work, and shall be solely responsible for job-site safety precautions, procedures and programs.

3.3 LABOR AND MATERIALS

3.3.1 Unless otherwise specifically noted, the Contractor shall provide and pay for all labor, materials, equipment, tools, construction equipment and machinery, water, heat, utilities, transportation, and other facilities and services necessary for the proper execution and completion of the Work.

3.3.2 The Contractor shall at all times enforce strict discipline and good order among his employees and shall not employ on the Work any unfit person or anyone not skilled in the task assigned to him. If the Owner reasonably objects to any person employed by the Contractor, the employee shall be immediately dismissed.

3.3.3 The Contractor shall comply with, and is bound by, the provisions of Missouri law pertaining to the payment of wages on public works projects contained in MO.Rev.Stat. SS290.210 (2000) through 290.340 (2000), and any amendments thereto, including, but not limited to the following:

1. In accordance with MO.Rev.Stat. S290.250 (2000), the Contractor shall not pay less than the prevailing hourly rate of wages specified by the Missouri Department of Labor and Industrial Relations Division of Labor Standards to all workers performing Work under the Contract.

2. In accordance with MO.Rev.Stat. S290.250 (2000), the Contractor shall forfeit as a penalty to the Owner one hundred dollars ($100.00) for each worker employed for each calendar day, or portion thereof, such worker is paid less than the said stipulated rates for any Work done under the Contract, by him or by any Subcontractor under him and shall include provisions in all bonds guaranteeing the faithful performance of said prevailing hourly wage clause.

3. In accordance with MO.Rev.Stat. S290.265 (2000), the Contractor and each Subcontractor shall post a clearly legible statement of all prevailing hourly wage rates to be paid to all workers employed to complete the Work in a prominent and easily accessible place at the site of the Work and such notice shall remain posted during the full time that any workers shall be employed on the Work.

a. Certified payrolls shall also be submitted prior to final payment for all work completed by the Contractor or Subcontractors.

4. In accordance with MO.Rev.Stat. S290.290 (2000), before final payment is made an affidavit must be filed by the Contractor stating that he has fully complied with the prevailing wage law. Final payment shall not be due unless and until this affidavit is filed in proper form and order.

3.3.4 The contractor and any subcontractor performing the work shall provide a ten-hour Occupational Safety and Health Administration (OSHA) construction safety program for their on-site employees which includes a course in construction safety and health approved by OSHA or a similar program approved by the Missouri Department of Labor and Industrial Relations which is at least as stringent as an approved OSHA program. All employees are required to complete the program within sixty (60) days of beginning work on such construction project. Any employee found on the worksite without documentation of the successful completion of such a course shall be afforded twenty (20) days to produce such documentation before being subject to removal from the project. If any employee fails to complete the program within sixty (60) days of the start of the project or within twenty (20) days of being found on the worksite without documentation, the contractor shall forfeit as a penalty to the City two thousand five hundred dollars ($2,500) plus one hundred dollars ($100) for each employee employed by the contractor or subcontractor, for each calendar day, or portion thereof, such employee is employed without the required training.

3.3.5 The Contractor shall execute and complete the Work in such a manner that avoids jurisdictional and other disputes among labor unions.

3.4 WARRANTY

3.4.1 Contractor warrants that it shall use sound construction principles and practices in the performance of the Work and that it shall apply to the Work a high degree of skill, care, judgment and supervision to assure that the Work is performed properly and in accordance with the Contract Documents. Contractor further warrants that the Work shall fulfill the terms of any special warranties established by the Specifications and that the Work shall be free from defects due to faulty materials, equipment or workmanship for one year from the date of Final Completion of the Project. If any defect exists in the Work within such period, Contractor shall promptly, upon notice from Owner, at Contractor's expense, make suitable repairs or replacements. If Contractor fails to make or commence such repairs or replacements as required above, Owner may make such repairs, and Contractor shall also pay for any resulting damage to other property and work occasioned by Contractor's breach of any of the aforementioned warranties or guaranties.

3.4.2 The Contractor agrees to assign to the Owner at the time of final completion of the Work, all manufacturer's warranties relating to materials and labor used in the Work and further agrees to perform the Work so as to preserve all such warranties.

3.4.3 Owner's rights under Section 3.4 are in addition to all other rights or remedies which it may have under the Contract or at law or equity.

3.5 PERMITS, FEES AND NOTICES

3.5.1 The Contractor shall secure and pay for all permits, governmental fees and licenses necessary for the proper execution and completion of the Work.

3.5.2 The Contractor shall give all notices and comply with all laws, ordinances, rules, regulations and orders of any public authority bearing on the performance of the Work. If the Contractor observes that any of the Contract Documents are at variance therewith in any respect, he shall promptly notify the Owner in writing and any necessary changes shall be adjusted by appropriate Modification. If the Contractor performs any work knowing it to be contrary to such laws, ordinances, rules and regulations and without such notice to the Owner, the Contractor shall assume full responsibility thereof and shall bear all costs attributable thereto.

3.6 SUPERINTENDENT

3.6.1 The Contractor shall employ a competent superintendent who shall be in attendance at the Project site during performance of the Work. This person shall be a superintendent who will be responsible for the satisfactory progression of the Work and to ensure that all Work is being completed in accordance with the Drawings and Specifications. He is also to relay any conflicts or discrepancies that arise in the Drawings to the Owner's representative for resolution or interpretation. The superintendent shall represent the Contractor and all communications given to the superintendent shall be as binding as if given to the Contractor.

3.7 RESPONSIBILITY FOR THOSE PERFORMING THE WORK

3.7.1 The Contractor shall be responsible to the Owner for the acts and omissions of all his employees and all Subcontractors, their agents and employees and all other persons performing any of the Work under the Contract with the Contractor.

3.8 DRAWINGS AND SPECIFICATIONS AT THE SITE

3.8.1 The Contractor shall maintain at the site for the Owner, one copy of all Drawings, Specifications, Addenda, approved Shop Drawings, Change Orders and other Modifications, in good order and marked to record all changes made during construction. The as-built Drawings, marked to record all changes made during construction, shall be delivered to the Owner upon completion of the Work.

3.9 CLEANING UP

3.9.1 The Contractor at all times shall keep the premises free from accumulation of waste materials or rubbish caused by his operations. The Contractor shall not "stockpile" any material on the jobsite and all excavated material shall be hauled off the site at the time of excavation. However, stockpiling of materials delivered and used on the same day will be allowed if all materials are in place or removed at the end of the day.

3.9.2 The Contractor is responsible for securing his own project storage site which shall not be located on Owner's property without prior written consent of the Owner. After completion of the Work the Contractor shall remove all remaining waste materials and rubbish from and about the Project as well as all tools, construction equipment, machinery and surplus materials, and shall clean all surfaces and leave the Work "broomclean" or its equivalent, except as otherwise specified.

3.10 INDEMNIFICATION

3.10.1 The Contractor shall indemnify and hold harmless the Owner and its agents and employees from and against any and all claims, damages, losses and expenses including attorneys' fees arising out of or resulting from the performance of the Work, including, but not limited to, any such claim, damage, loss or expense that is attributable to bodily injury, sickness, disease or death, or to injury to or destruction of tangible property (other than the Work itself) including the loss of use resulting therefrom, except to the extent that such claims, damages or losses are caused by the negligent act or omission of the Owner.

3.10.2 In any and all claims against the Owner or any of its agents or employees by any employee of the Contractor, any Subcontractor, anyone directly or indirectly employed by any one of them or anyone for whose acts any of them may be liable, the indemnification obligation under this Paragraph 3.10 shall not be limited in any way by any limitation on the amount or type of damages, compensation or benefits payable by or for the Contractor or any Subcontractor under Worker's Compensation acts, disability benefit acts or other employee benefit acts.

3.11 CASH ALLOWANCES

3.11.1 The Contractor acknowledges and agrees that the Contract Sum includes all cash allowances specified in the Contract Documents.

ARTICLE 4

SUBCONTRACTORS

4.1 DEFINITION

4.1.1 A Subcontractor is a person or organization who has a direct contract with the Contractor to perform any of the Work. The term Subcontractor is referred to throughout the Contract Documents as if singular in number and masculine in gender and means a Subcontractor or his authorized representative.

4.1.2 Second Tier Subcontracting will not be permitted on this project. It is the Contractor's responsibility to ensure that his subcontractors do not, in turn, subcontract any portion of the work.

4.1.3 Nothing contained in the Contract Documents shall create any contractual relation between the Owner and any Subcontractor.

4.2 AWARD OF SUBCONTRACTS AND OTHER CONTRACTS FOR PORTIONS OF THE WORK

4.2.1 Unless otherwise specified in the Contract Documents or in the Instructions to Bidders, the Contractor shall submit a completed and signed Subcontractor Approval Form, along with other required Bid Documents, to the Owner. Contractor shall complete and submit a Supplemental Subcontractor Approval Form to the Owner in the

event of any substitution or addition of a Subcontractor by the Contractor. No work shall be performed by a Subcontractor until such Subcontractor has been approved by the Owner.

4.2.2 Prior to the award of the Contract, the Owner will notify the bidder in writing if the Owner, after due investigation, objects to any such person or entity proposed by the bidder pursuant to Subparagraph 4.2.1 above. If the Owner objects to any such proposed person or entity, the bidder may, at his option, (1) withdraw his bid, or (2) submit an acceptable substitute person or entity with no adjustment in his bid price.

4.2.3 Contractor shall not subcontract more than sixty-five percent (65%) of the total Contract cost.

4.2.4 The Owner reserves the right to reject a Subcontractor, if in the Owner's sole discretion, delays may result in the performance of work as a result of Subcontractor's other obligation. The Contractor shall be held responsible, in addition to the submission of the "Subcontractor Approval Form," to apprise the Owner of any additional work which a Subcontractor accrues throughout the duration of the project. This shall include work for the Owner under a different contract, or any other person or entity. If such said additional work shall detrimentally impact the progression of the Work under this Contract, the Owner retains the right to require the Contractor to submit a substitute Subcontractor for this work at no additional cost to the Owner.

4.2.5 The Contractor shall not contract with any Subcontractor or any person or organization (including those who are to furnish materials or equipment fabricated to a special design), for proposed proportions of the Work designated in the Contract Documents or in the Instruction to Bidders or, if none is so designated, with any Subcontractor proposed for the principal portions of the Work, who has been rejected by the Owner.

4.2.6 If the Owner requires a change of any proposed Subcontractor or person or organization during the execution of the Work approved under the present Contract, the Contract Sum shall be increased or decreased by the difference in cost resulting from such change and an appropriate Change Order shall be issued.

4.2.7 The Contractor shall not make any substitution for any proposed Subcontractor or person or organization that has not been accepted by the Owner prior to the Contract Award, unless the substitution is accepted by the Owner in writing prior to such substitution.

4.3 **SUBCONTRACTUAL RELATIONS**

4.3.1 All work performed for the Contractor by a Subcontractor shall be pursuant to an appropriate written agreement between the Contractor and Subcontractor which shall contain provisions that:

1. require the Work to be performed in accordance with the requirements of the Contract Documents;

2. require submission to the Contractor of applications for payment under each Subcontract to which the Contractor is a party, in reasonable time to enable the Contractor to apply for payment in accordance with Article VIII hereof;

3. require that all claims for additional costs, extensions of time, damages for delays or otherwise with respect to Subcontracted portions of the Work shall be submitted to the Contractor (via any Subcontractor) in sufficient time so that the Contractor may comply in the manner provided in the Contract Documents for like claims by the Contractor upon the Owner;

4. waive all rights the contracting parties may have against one another for damages caused by fire or other perils covered by the property insurance described in Paragraph 10.2, except such rights as they may have to the proceeds of such insurance held by the Owner as trustee under Paragraph 10.2;

5. obligate each Subcontractor specifically to consent to the provisions of this Paragraph 4.3; and

6. require the Subcontractor to indemnify and hold harmless the Owner against all claims, damages, losses, expenses and attorneys' fees arising out of or resulting from the performance of the Work by Subcontractor, and its agents and employees, except to the extent such claims, damages or losses are caused by the negligent act or omission of the Owner.

4.4 PAYMENTS TO SUBCONTRACTORS

4.4.1 The Contractor shall pay each Subcontractor upon receipt of payment from the Owner, an amount equal to the percentage of completion allowed to the Contractor on account of such Subcontractor's work, less the percentage retained from payments to the Contractor.

4.4.2 If the Owner withholds payment to the Contractor for any cause which is the fault of the Contractor and not the fault of a particular Subcontractor, the Contractor shall pay that Subcontractor on demand for its Work to the extent completed.

4.4.3 The Owner shall not have any obligation to pay or to see to the payment of any sum to any Subcontractor.

ARTICLE 5

SEPARATE CONTRACTS

5.1 OWNER'S RIGHT TO AWARD SEPARATE CONTRACTS

5.1.1 The Owner reserves the right to award other contracts on other terms and conditions in connection with other portions of the Project.

5.2 MUTUAL RESPONSIBILITY OF CONTRACTORS

5.2.1 The Contractor shall afford other contractors reasonable opportunity for the delivery and storage of their materials and equipment and the execution of their work, and shall properly connect and coordinate the Work with theirs.

5.2.2 If any part of the Work depends for proper execution or results upon the work of any other separate contractor, the Contractor shall inspect and promptly report to the Owner any apparent discrepancies or defects in such work that render it unsuitable for proper execution of the Work. Failure of the Contractor to inspect and report shall constitute an acceptance of the other contractor's work as fit and proper to receive the Work, except as to defects which may develop in the other contractor's work after the execution of the Contractor's Work that could not have been discovered by the Contractor upon reasonable inspection.

5.2.3 If the Contractor causes damage to the Work or property of any other contractor on the project, and such separate contractor sues the Owner or initiates a legal proceeding on account of any damage alleged to have been so sustained, the Owner shall notify the Contractor who shall defend such proceedings at his own expense, and if any judgment or award against the Owner arises therefrom the Contractor shall pay or satisfy it and shall reimburse the Owner for all attorneys' fees and court costs which the Owner has incurred.

5.3 OWNER'S RIGHT TO CLEAN UP

5.3.1 If a dispute arises between the separate contractors as to their responsibility for cleaning up as required by Paragraph 3.9, the Owner may clean up and charge the cost thereof to the separate contractors.

ARTICLE 6

MISCELLANEOUS PROVISIONS

6.1 GOVERNING LAW

6.1.1 The Contract shall be governed by the laws of the State of Missouri.

6.2 SUCCESSORS AND ASSIGNS

6.2.1 The Owner and the Contractor each binds himself, his partners, successors, assigns and legal representatives to the other party hereto and to the partners, successors, assigns and legal representatives of such other party in respect to all covenants, agreements and obligations contained in the Contract Documents. Neither party to the Contract shall assign the Contract without the prior written consent of the other, nor shall the Contractor assign any sums due or to become due to him hereunder, without the prior written consent of the Owner.

6.3 NOTICES

6.3.1 Any notice to any party pursuant to or in relation to the Contract shall be in writing and shall be deemed to have been duly given when delivered in person to the individual or member of the firm or to an officer of the corporation for whom it was intended, or when deposited in the United States mail, registered or certified with postage prepaid addressed to the last business address known to the party giving the notice.

6.4 RIGHTS AND REMEDIES

6.4.1 The duties and obligations imposed by the Contract Documents and the rights and remedies available thereunder shall be in addition to and not a limitation of any duties, obligations, rights and remedies otherwise imposed or available by law.

6.5 ROYALTIES AND PATENTS

6.5.1 The Contractor shall pay all royalties and license fees payable on all designs, processes or products used in connection with the Work or incorporated therein, unless otherwise agreed upon by the Owner. The Contractor shall defend all suits or claims for infringement of any patent rights and shall indemnify and hold the Owner harmless from and against any loss on account thereof.

6.6 TESTS

6.6.1 The Contractor shall bear all costs of any inspections, tests, or approvals required under any laws, ordinances, rules, regulations or orders of any public authority having jurisdiction.

6.6.2 The Owner will provide special inspection and testing services to verify the Work is performed in accordance with the Contract. The Owner will provide the Contractor with a listing of tests to be performed and approximate locations or frequency. The Contractor will be required to notify the Owner forty-eight (48) hours prior to the time the Contractor will be ready for specific tests required by the Owner. If such special inspection or testing reveals failure of the Work to comply (1) with the requirements of the Contract Documents, or (2) with respect to the performance of the Work, with laws, ordinances, rules, regulations or orders of any public authority having jurisdiction, the Contractor shall bear the cost of the Owner's inspection and retesting and such cost shall be deducted then or thereafter due Contractor. In all other cases, the Owner shall bear such costs.

6.7 PERFORMANCE AND PAYMENT BONDS

6.7.1 The Contractor shall furnish the Performance Bond and the Payment Bond required in the Instructions to Bidders.

6.8 SHOP DRAWINGS AND SUBMITTALS

6.8.1 The Contractor shall submit to the Engineer, with such promptness as to cause no delay in the performance of the work, copies of design drawings, specifications, shop drawings, equipment details, installation, operating, and maintenance instructions, wiring diagrams, parts lists, etc. No purchasing, fabrication, erection, processing or shipping of the aforementioned material or equipment may begin until the drawings or details have been reviewed by the Engineer. Regardless of corrections made in or approval given to such shop drawings or equipment submittals by the Engineer, the Contractor will be responsible for the accuracy of such drawings and for their conformity to the Drawings and Specifications.

ARTICLE 7

TIME

7.1 DEFINITIONS

7.1.1 The Contract Time is the period of time allotted in the Contract Documents for completion of the Work. Said Work shall include all punchlist items deemed necessary by the Owner. The date of completion of the Contract shall be the date when all work including Owner punchlist items have been approved in writing by the Owner.

7.1.2 The date of commencement of the Work is the date established in the written Notice to Proceed from the Owner to the Contractor.

7.1.3 The term "day" as used in the Contract Documents shall mean calendar day.

7.2 PROGRESS AND COMPLETION

7.2.1 All time limits stated in the Contract Documents are of the essence of the Contract.

7.2.2 The Contractor shall begin the Work on the date of commencement provided in the Owner-Contractor Agreement. The Contractor shall carry the Work forward expeditiously with adequate forces and shall complete it within the Contract Time and in accordance with the Construction Schedule.

ARTICLE 8

PAYMENTS AND COMPLETION

8.1 CONTRACT SUM

8.1.1 The Contract Sum is stated in the Owner-Contractor Agreement and is the total amount payable by the Owner to the Contractor for the performance of the Work.

8.2 APPLICATION FOR PAYMENT

8.2.1 On or about the first day of the month, upon substantial completion of various stages of the Work, and upon final completion of the Work, the Contractor shall submit to the Owner an itemized Application for Payment pursuant to the Owner-Contractor Agreement on such forms and supported by such data substantiating the Contractor's right to payment as the Owner may require.

8.2.2 If payments are to be made on account of materials or equipment to be incorporated into the Work and delivered and suitably stored at the site, such payments shall be conditioned upon submission by the Contractor of bills of sale or such other documents satisfactory to the Owner to establish the Owner's title to such materials or equipment or to otherwise protect the Owner's interest.

8.2.3 The Contractor warrants and guarantees that title to all Work, materials and equipment covered by an Application for Payment, whether incorporated into the Work or not, will pass to the Owner upon the receipt of such payment by the Contractor, free and clear of all liens, claims, security interests or encumbrances (hereinafter referred to as "liens").

8.3. PAYMENT

8.3.1 If the Contractor has made Application for Payment as above, the Owner will, in accordance with the Owner-Contractor Agreement, make payment to the Contractor for such amount as it determines to be properly due pursuant to the Contractor's Application for Payment, or state in writing the Owner's reasons for withholding all or any portion of such payment.

8.3.2 No progress payment, nor any partial or entire use or occupancy of the Work by the Owner, shall constitute an acceptance of any Work not completed in accordance with the Contract Documents.

8.4 COMPLETION AND FINAL PAYMENT

8.4.1 Upon receipt of written notice from the Contractor that the Work is fully completed and ready for final inspection and acceptance, and upon receipt of a final Application for Payment, the Owner will promptly make such inspection and, when the Owner finds the Work acceptable under the Contract Documents and the Contract fully performed, the Owner will make final payment to the Contractor in accordance with the Owner-Contractor Agreement.

8.4.2 The final payment shall not become due until the Contractor submits to the Owner (1) an affidavit that all payrolls, bills for materials and equipment, and other indebtedness incurred in connection with the execution and completion of the Work for which the Owner or its property might in any way be responsible, have been paid or otherwise satisfied, (2) consent of the Surety, if any, to final payment, (3) an affidavit stating the Contractor has fully complied with the provisions and requirements of the Prevailing Wage Law, Section 290.210 through 290.340 as amended by MO.Rev.Stat. 1969, and (4) if required by the Owner, other data establishing payment or satisfaction of all such obligations, such as receipts, releases and waivers of liens arising out of the Contract, to the extent and in such form as may be designated by the Owner. If any Subcontractor refuses to furnish a release or waiver required by the Owner, the Contractor may furnish a bond satisfactory to the Owner indemnifying the Owner against any such

lien. If any such lien remains unsatisfied after all payments are made, the Contractor shall refund to the Owner all moneys that the Owner may be compelled to pay in discharging such lien, including all costs and reasonable attorneys' fees.

8.4.3 The acceptance of final payment shall constitute a waiver of all claims by the Contractor, except those previously made in writing and still unsettled.

ARTICLE 9

PROTECTION OF PERSONS AND PROPERTY

9.1 SAFETY PRECAUTIONS AND PROGRAMS

9.1.1 The Contractor shall initiate, maintain and supervise safety precautions and programs in connection with the performance of the Work.

9.2 SAFETY OF PERSONS AND PROPERTY

9.2.1 The Contractor shall take all reasonable precautions for the safety of, and shall provide all reasonable protection to prevent damage, injury or loss to:

1. all employees on the Work and all other persons who may be affected thereby;

2. all the Work, all materials and equipment to be incorporated therein, whether in storage on or off the site, under the care, custody or control of the Contractor or any of his Subcontractors or Sub-subcontractors; and

3. other property at the site or adjacent thereto, including trees, shrubs, lawns, walks, pavements, roadways, structures and utilities not designated for removal, relocation or replacement in the course of construction.

9.2.2 The Contractor shall comply with all applicable laws, ordinances, rules, regulations and lawful orders of any public authority having jurisdiction over the safety of persons or property to protect them from damage, injury or loss. The Contractor shall erect and maintain all reasonable safeguards for safety and protection, including posting danger signs and other warnings against hazards, promulgating safety regulations and notifying Owner and users of adjacent utilities. The Contractor shall provide signs, barrels, or any other safety devices which the Owner deems necessary for public safety. No additional payment will be made and this work shall be considered incidental to the Contract. The Owner will place safety devices as it deems necessary if the Contractor fails to provide the required items within 24 hours of notification. The Contract Sum shall be reduced by the cost of these devices.

9.2.3 When the use or storage of explosives or other hazardous materials or equipment is necessary for the execution of the Work, the Contractor shall exercise the utmost care and shall carry on such activities under the supervision of properly qualified personnel.

9.2.4 All damage or loss to any property caused in whole or in part by the Contractor, any Subcontractor, or any Sub-subcontractor, or anyone directly or indirectly employed by anyone for whose acts they may be liable, shall be remedied by the Contractor. The Owner shall document any complaint by any person regarding damage or loss to property caused by Contractor by requesting such complainant to complete a Damage Claim Form. A copy of the Damage Claim Form shall be submitted by the Owner to the Contractor and the Contractor shall correct the problem, repair such damage or otherwise compensate the complainant or file a claim for such damage with Contractor's insurance company within ten (10) days of the receipt of the Damage Claim Form from the Owner. If the Owner shall have a legitimate basis for believing that such claim is valid, the Owner shall have the option to withhold payment of funds until (i) such damages are repaired; or (ii) the Owner has been provided with evidence that the Contractor has made restitution to the complainant.

9.2.5 The Contractor shall designate a responsible member of his organization at the site whose duty shall be the prevention of accidents. This person shall be the Contractor's superintendent unless otherwise designated in writing by the Contractor to the Owner.

ARTICLE 10

INSURANCE

10.1 CONTRACTOR'S LIABILITY INSURANCE

10.1.1 The Contractor shall purchase and maintain such insurance required in the Owner-Contractor Agreement to protect him from claims which may arise out of or result from the Contractor's operations under the Contract, whether such operations be by himself or by any Subcontractor or by anyone directly or indirectly employed by any of them, or by anyone for whose acts any of them may be liable.

10.1.2 The insurance shall be written for not less than any limits of liability specified in the Owner-Contractor Agreement, or required by law, whichever is greater, and shall include contractual liability insurance as applicable to the Contractor's obligations under Paragraph 3.10.

10.1.3 Certificates of Insurance acceptable to the Owner shall be filed with the Owner prior to commencement of the Work. Certificate of Insurance must state**: "City of Blue Springs, the Engineer and their Officers and Employees, are included as an additional insured as required by written contract under the General Liability Policy with respect to work performed by the named insured on the above listed project."** These Certificates shall contain a provision that coverage afforded under the policies will not be cancelled until at least fifteen days prior written notice has been given to the Owner.

10.2 PROPERTY INSURANCE

10.2.1 Unless otherwise provided, the Contractor shall purchase and maintain property insurance upon the entire Work at the site to the full insurable value thereof. This insurance shall include the interests of the Owner, the Contractor, Subcontractors and Sub-subcontractors in the Work and shall insure against the perils of fire, extended coverage, vandalism and malicious mischief.

10.2.2 The Contractor shall purchase and maintain such machinery insurance as may be required by the Contract Documents or by law. This insurance shall include the interests of the Owner, the Contractor, Subcontractors and Sub-subcontractors in the Work.

10.2.3 Certificates of Insurance acceptable to the Owner shall be filed with the Owner prior to commencement of the work. Certificates of Insurance must state on the certificate: **"City of Blue Springs, the Engineer and their Officers and Employees, are included as an additional insured as required by written contract under the General Liability Policy with respect to work performed by the named insured on the above listed project."** These Certificates shall contain a provision that coverage afforded under the policies will not be cancelled until at least fifteen days' prior written notice has been given to the Owner.

10.2.4 Any loss insured by property insurance maintained by the Owner shall be adjusted with the Owner and made payable to the Owner as trustee for the insured, as their interests may appear, subject to the requirements of any applicable mortgagee clause.

10.2.5 The Owner and Contractor waive all rights against each other for damages caused by fire or other perils to the extent covered by insurance provided under this Paragraph 10.2 and the Contract Documents, Owner-Contractor Agreement, except such rights as they may have to the proceeds of such insurance held by the Owner as trustee. The Contractor shall require similar waivers by Sub-contractors and Sub-subcontractors in accordance with Subparagraph 4.3.1.

ARTICLE 11

REQUEST FOR INFORMATION

11.1 GENERAL

11.1.1 Request for Information Submittal

1. The Contractor shall submit requests for information for conditions requiring clarification of the Contract Documents utilizing the RFI form provided by the Engineer included in the bid documents. The Engineer will not respond to requests for information unless this format is utilized and all appropriate information is provided. Faxed or emailed RFIs are acceptable.

2. Do not use Request for Information process during bidding phase. For questions during bidding phase, refer to Invitation to Bid issued by the Engineer or Owner.

   A. Subcontractors, manufacturers, and suppliers shall submit request for additional information and clarification to the prime Contractor. The Contractor shall then submit to the Engineer as provided in this section.

   B. Contractor shall contact the Engineer, as applicable, with requests for additional information or clarification. The Engineer will not accept requests for information or clarification submitted directly from subcontractors, manufacturers, or suppliers.

   C. The Engineer will provide a response to Contractor within three (3) working days of receipt of the RFI submitted per this section.

   D. The Engineer response shall not be considered as a Change Order or Change Directive, nor does it authorize changes in the Contract Sum or Contract Time.

ARTICLE 12

CHANGES IN THE WORK

12.1 CHANGE ORDERS

12.1.1 The Owner, without invalidating the Contract, may order changes in the Work within the general scope of the Contract consisting of additions, deletions or other revisions, with the Contract Sum and the Construction Schedule being adjusted in accordance with the Owner-Contractor Agreement. All such changes in the Work shall be authorized by Change Order, and shall be executed and performed under the applicable conditions of the Contract Documents.

12.1.2 A Change Order is a written order to the Contractor signed by the Owner, issued after the execution of the Contract, authorizing a change in the Work or an adjustment in the Contract Sum or the Construction Schedule. The Contract Sum and the Contract Time may be changed only by Change Order. The Contractor shall receive no compensation or extension of time for performing any additional or extra work unless Contractor receives a written Change Order or other written direction signed by the Owner before performing such work.

12.1.3 The cost or credit to the Owner resulting from a change in the Work shall be determined in accordance with the Owner-Contractor Agreement.

12.2 MINOR CHANGES IN THE WORK

12.2.1 The Owner shall have authority to order minor changes in the Work not involving an adjustment in the Contract Sum or the Construction Schedule and not inconsistent with the intent of the Contract Documents. Such changes may be affected by written Field Order or by other written order. Such changes shall be binding on the Owner and the Contractor.

12.3 CLAIMS AND DISPUTES

12.3.1 If the Contractor wishes to make a claim for an increase in the Contract Sum, he shall give the Owner written notice thereof within seven (7) days after the occurrence of the event-giving rise to such claim. This notice shall be given by the Contractor before proceeding to execute the Work. No such claim shall be valid unless so made. If the Owner and the Contractor cannot agree on the amount of the adjustment in the Contract Sum, it shall be determined in accordance with Paragraph 12.3.5. Any change in the Contract Sum resulting from such claim shall be authorized by Change Order.

12.3.2 The Contractor shall carry on the Work and adhere to the Construction Schedule pending all disputes or disagreements with the Owner. No Work shall be delayed or postponed pending resolution of any disputes or disagreements. The Owner agrees to pay the Contractor, in accordance with the Contract Documents, for Work performed that is not subject to dispute or disagreement.

12.3.3 If conditions are encountered at the site which are subsurface or otherwise concealed physical conditions which differ materially from those indicated in the Contract Documents, then the Contractor shall give written notice

thereof to the Owner before the conditions are disturbed and in no event later than seven (7) days after first observance of the conditions. The Owner will promptly investigate such conditions and, if they differ materially from those indicated in the Contract Documents and cause an increase or decrease in the Contractor's cost of or time required for performance of the Work, will adjust the Contract Sum or the Contract Time, or both. If the Owner and the Contractor cannot agree on the amount of the adjustment to the Contract Sum or the Contract Time, it shall be determined in accordance with Paragraph 12.3.5.

12.3.4 If the Contractor wishes to make a claim for an increase in the Contract Time, he shall give the Owner written notice thereof within seven (7) days after the occurrence of the event-giving rise to such claim. Adjustment to the Contract Time shall be in accordance with Article VI of the Owner-Contractor Agreement.

12.3.5

1. All claims, counterclaims, disputes and other matters in question between the parties hereto arising out of or relating to this Agreement or the breach thereof will be decided by arbitration in accordance with the Construction Industry Arbitration Rules of the American Arbitration Association. This Agreement to arbitrate and any other agreement or consent to arbitrate will be specifically enforceable under the prevailing law of any court having jurisdiction. The location of the arbitration will be Jefferson County, Missouri.

2. Notice of demand for arbitration must be filed in writing with the other party to this Agreement and with the American Arbitration Association. The demand must be made within a reasonable time after the claim, dispute or other matter in questions has arisen. In no event may the demand for arbitration be made after the date when institution of legal or equitable proceedings based on such claim, dispute or other matter in question would be barred by the applicable statute of limitations.

3. No arbitration arising out or related to this Agreement shall include, by joinder, consolidation or other manner, any person not a party to this Agreement.

4. The award rendered by the arbitrators will be final, judgment may be entered upon it in any court having jurisdiction thereof, and will not be subject to modification or appeal except to the extent permitted by Sections 10 and 11 of the Federal Arbitration Act (9 U. S. C. Sections 10 and 11).

5. Unless otherwise agreed in writing, Contractor shall carry on the Work and maintain its progress during any arbitration proceedings, and the Owner shall continue to make payments to Contractor in accordance with this Agreement. This Paragraph 12.3.5 shall survive completion or termination of this Agreement.

6. Prior to the exercise of any rights or remedies described in this Paragraph, Owner and Contractor agree that if any claim or dispute arising out of this Agreement or the breach cannot be settled through direct discussions, they agree to first endeavor to settle the claim or dispute by mediation under the Construction Industry Mediation Rules of the American Arbitration Association then in effect.

ARTICLE 13

UNCOVERING AND CORRECTION OF WORK

13.1 UNCOVERING OF WORK

13.1.1 If any Work should be covered contrary to the request of the Owner, it must, if required by the Owner, be uncovered for his observation and replaced, at the Contractor's expense.

13.1.2 If any Work has been covered which the Owner has not specifically requested to observe prior to being covered, the Owner may request to see such Work and it shall be uncovered by the Contractor. If such Work is found to be in accordance with the Contract Documents, the cost of uncovering and replacement shall, by appropriate Change Order, be charged to the Owner. If such Work be found not in accordance with the Contract Documents, the Contractor shall pay such costs.

13.2 CORRECTION OF WORK

13.2.1 The Contractor shall promptly correct all Work rejected by the Owner as defective or as failing to conform to the Contract Documents, whether observed before or after substantial completion of the Work, and whether or not fabricated, installed or completed. The Contractor shall bear all cost of correcting such rejected Work.

13.2.2 All such defective or non-conforming Work under Subparagraphs 13.2.1 shall be removed from the site if necessary, and the Work shall be corrected to comply with the Contract Documents without additional cost to the Owner.

13.2.3 The Contractor shall bear the cost of making good all work of separate contractors destroyed or damaged by such removal or correction.

13.2.4 If the Contractor fails to correct such defective or non-conforming Work, the Owner may correct it in accordance with Paragraph 13.3.

13.3 ACCEPTANCE OF DEFECTIVE OR NON-CONFORMING WORK

13.3.1 If the Owner prefers to accept defective or non-conforming Work, he may do so instead of requiring its removal and correction, in which case a Change Order will be issued to reflect an appropriate reduction in the Contract Sum or, if the amount is determined after final payment, it shall be paid by the Contractor.

ARTICLE 14

SPECIAL PROVISIONS

14.1 PRECONSTRUCTION CONFERENCE

14.1.1 A preconstruction conference may be held prior to the issuance of a Notice to Proceed with the Work. This meeting will be attended by the Contractor, the Owner, and representatives of the various utility companies that have facilities in the project area. The meeting date will be established after the taking of bids and at a time convenient to all parties.

14.2 SEQUENCE OF WORK

14.2.1 A schedule of the Contractor's Work shall be submitted to the Owner for approval as required under Article V of the Owner-Contractor Agreement. It shall contain a listing of the order in which the Contract items will be constructed and the approximate dates for starting and finishing each Contract item.

14.2.2 The Contractor shall furnish the Owner his proposed sequence and schedule for the completion of all Work for their review and approval prior to the time of the preconstruction conference. The Owner shall have the right to specify the order of construction as deemed necessary.

14.3 ALTERED QUANTITIES

14.3.1 The Owner reserves the right to make changes in plan details which may vary the accepted quantities from those shown on the Itemized Bid Form.

14.3.2 The Contractor shall accept, as payment in full, payment at the original Contract unit bid prices for the accepted quantities of work done. No allowance will be made for any increase expense or loss of expected profit suffered by the Contractor resulting directly from such altered quantities or indirectly from expenses derived by handling small quantities of materials or performing operations within restricted areas. No allowance shall be made for any increased expense or loss of expected profit suffered because of the anticipated use of specific equipment which was not used.

14.4 ADDITIONS TO CONTRACT

14.4.1 Unit prices in this Contract may be used to negotiate a Change Order for additional work involving similar projects.

14.5 PURCHASE OF MATERIALS AND EQUIPMENT

14.5.1 Sales to contractors who purchase construction materials and supplies to fulfill their contracts for exempt organizations are not subject to sales tax provided the exempt organizations furnish a copy of their current Exemption Letter and a project Exemption Certificate to the contractor authorizing the purchases for the project. The exempt organization may monitor all supplies purchased, used, and consumed in fulfilling the project.

14.5.2 A project Exemption Certificate shall include, but may not be limited to, the following:

1. The exempt entity's name, address, Missouri Tax Identification Number and signature of authorized representative of the exempt entity;

2. The project location, description and unique identification number;

3. Date the Contract is entered into;

4. The estimated project completion date; and

5. The certificate expiration date.

14.5.3 Contractors must provide a copy of the exempt organization's Exemption Letter and the project Exemption Certificate to suppliers when purchasing materials and supplies to be consumed in the project.

14.5.4 Contractors are not exempt from sales tax on the purchase of machinery, equipment or tools used in fulfilling these contracts.

14.5.5 Suppliers shall render to the Contractor invoices bearing the name of the exempt organization and the project identification number. These invoices must be retained by the purchasing Contractor for a period of five (5) years.

14.5.6 Contractors must file a sales tax return for all excess resalable materials and supplies which are not returned to the supplier. This return must be filed and paid not later than the due date of the Contractor's sales tax return following the month in which the contractor determines that the materials were not used in the project.

14.5.7 An exempt organization that fails to revise the project Exemption Certificate expiration date as necessary to complete any Work required by the Contract will be liable for any sales tax due as determined by an audit of the Contractor.

14.6 TESTING

14.6.1 Materials Testing and Inspection Service: Owner may employ and pay for a qualified independent materials and geotechnical testing laboratory to perform testing and inspection service during construction operations. Contractor shall coordinate all Work and cooperate to allow for testing procedures as required by the Owner.

14.7 TECHNICAL SPECIFICATIONS

14.7.1 Technical Specifications are included in the Project Manual.

14.8 INSPECTION BY OWNER

14.8.1 Representatives of the City of Blue Springs may make inspection of the work and the Contractor shall grant them access to all parts of the work.

14.9 CONSTRUCTION STAKING

14.9.1 The Contractor shall be responsible for construction staking on this project.

14.10 Permits

14.10.1 The Contractor is responsible for all required permitting for sludge land application, transportation, and removals.

PREVAILING WAGE

Missouri
Division of Labor Standards
WAGE AND HOUR SECTION

MIKE KEHOE, Governor

Annual Wage Order No. 32

Section 048
JACKSON COUNTY

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

Original Signed by
Logan Hobbs, Director
Division of Labor Standards

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

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

Prepared by Missouri Department of Labor and Industrial Relations

OCCUPATIONAL TITLE	**Prevailing Hourly Rate
Asbestos Worker	$72.10
Boilermaker	$40.77*
Bricklayer-Stone Mason	$64.45
Carpenter	$67.13
Lather	
Linoleum Layer	
Millwright	
Pile Driver	
Cement Mason	$56.83
Plasterer	
Communication Technician	$63.26
Electrician (Inside Wireman)	$74.98
Electrician Outside Lineman	$71.73
Lineman Operator	
Lineman - Tree Trimmer	
Groundman	
Groundman - Tree Trimmer	
Elevator Constructor	$96.07
Glazier	$59.60
Ironworker	$72.22
Laborer	$52.24
General Laborer	
First Semi-Skilled	
Second Semi-Skilled	
Mason	$54.18
Marble Mason	
Marble Finisher	
Terrazzo Worker	
Terrazzo Finisher	
Tile Setter	
Tile Finisher	
Operating Engineer	$66.32
Group I	
Group II	
Group III	
Group III-A	
Group IV	
Group V	
Painter	$40.77*
Plumber	$82.92
Pipe Fitter	
Roofer	$61.71
Sheet Metal Worker	$78.84
Sprinkler Fitter	$71.59
Truck Driver	$55.76
Truck Control Service Driver	
Group I	
Group II	
Group III	
Group IV	

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

Heavy Construction Rates for
JACKSON County

Section 048

OCCUPATIONAL TITLE	**Prevailing Hourly Rate
Carpenter	$67.20
Millwright	
Pile Driver	
Electrician (Outside Lineman)	$84.00
Lineman Operator	
Lineman - Tree Trimmer	
Groundman	
Groundman - Tree Trimmer	
Laborer	$53.06
General Laborer	
Skilled Laborer	
Operating Engineer	$61.77
Group I	
Group II	
Group III	
Group IV	
Truck Driver	$52.79
Truck Control Service Driver	
Group I	
Group II	
Group III	
Group IV	

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

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

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

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

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

OVERTIME
and
HOLIDAYS

OVERTIME

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

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

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

HOLIDAYS

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

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

Lagoon Survey
City of Blue Springs

- Completed on 11/19/2025
- 32 unique depth tests on 2 different lagoons



#1 North Lagoon Survey

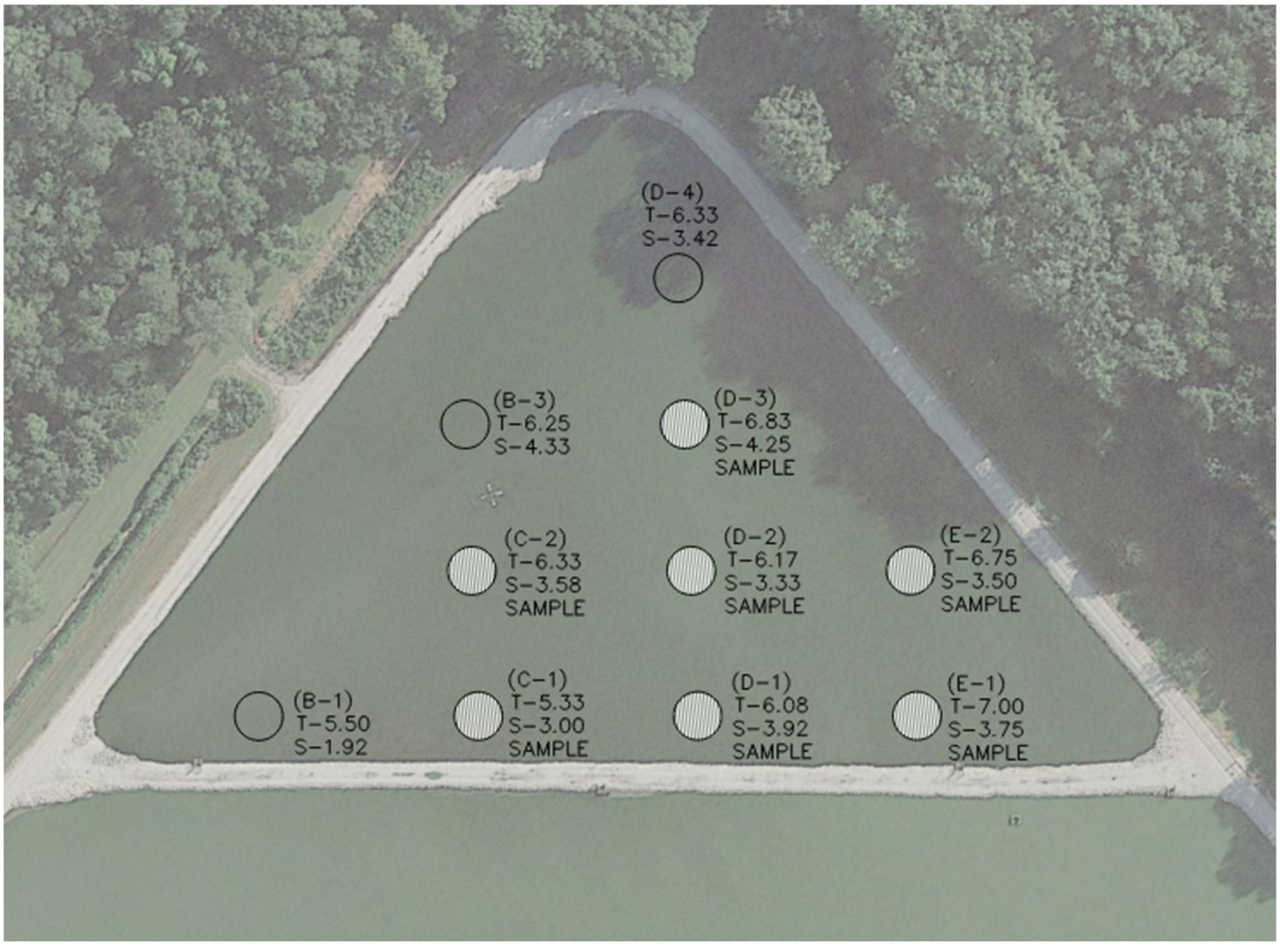
Survey Date: 11/19/2025

Note:

- 10 total measurements were taken in the lagoon. Of the 10 samples, 7 samples were taken for fecal coliform, and one sample was taken for heavy metal composition.
- Lagoon was clean and well maintained.
- Sample locations are noted with “Sample”.

Data Analysis

Average Depth of Solids	3.50'
Average Total Depth	6.26'
Percent of Capacity	55.94%



T = Total Depth S = Sludge

#2 South Lagoon Survey

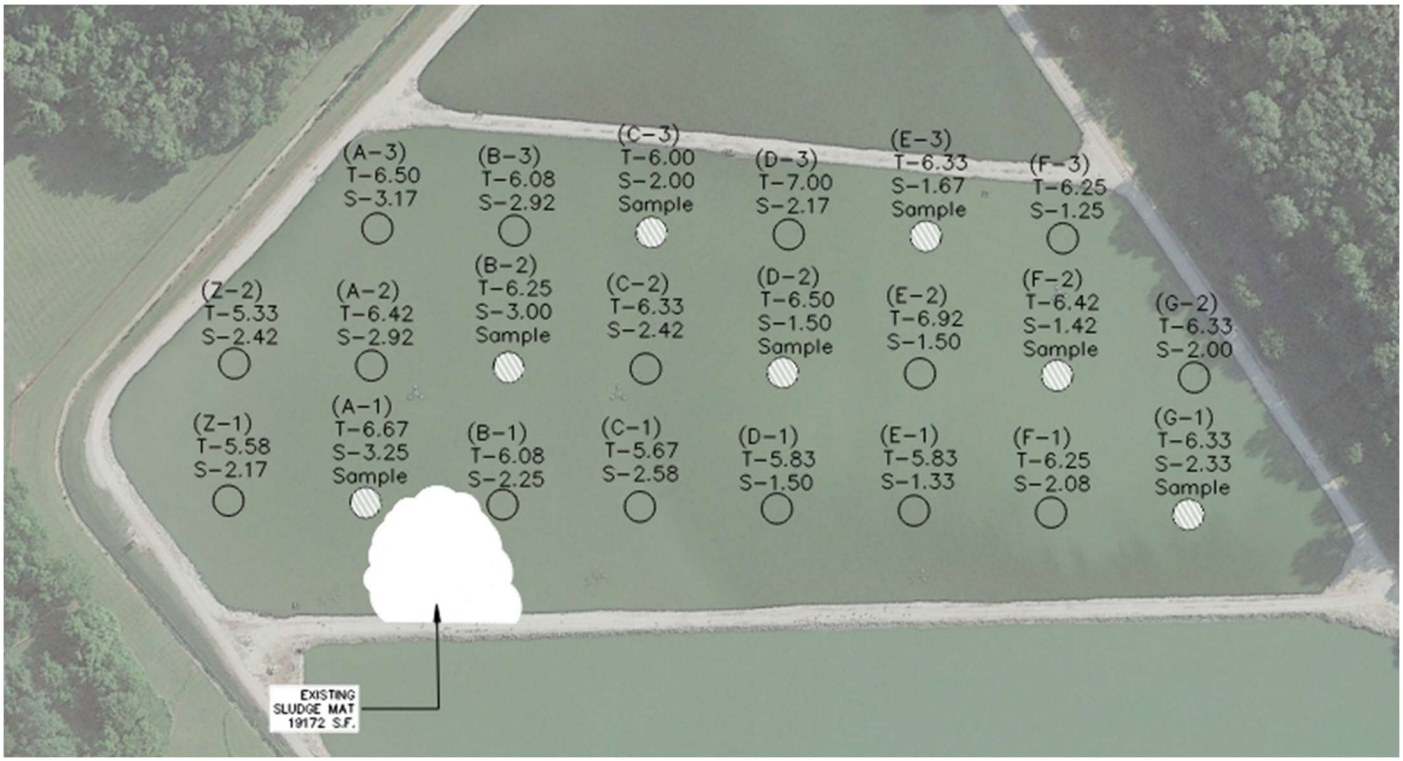
Survey Date: 11/19/2025

Note:

- 22 total measurements were taken in the lagoon. Of the 22 measurement locations, 7 samples were taken for fecal coliform and one sample was taken for heavy metal composition.
- Lagoon was clean and well maintained.
- Sample Locations are noted with “Sample”.

Data Analysis

Average Depth of Solids	2.18'
Average Total Depth	6.22'
Percent of Capacity	34.95%



T = Total Depth S = Sludge Depth

Lagoon Survey Data

#1 North Lagoon		
Measurement Location	Total Depth (ft)	Sludge Depth (ft)
B-1	5.50	1.92
C-1	5.33	3.00
C-2	6.33	3.58
C-3	6.25	4.33
D-1	6.08	3.92
D-2	6.17	3.33
D-3	6.83	4.25
D-4	6.33	3.42
E-1	7.00	3.75
E-2	6.75	3.50
	%Full	55.94%

#2 South Lagoon		
Measurement Location	Total Depth (ft)	Sludge Depth (ft)
Z-1	5.58	2.17
Z-2	5.33	2.42
A-1	6.67	3.25
A-2	6.42	2.92
A-3	6.50	3.17
B-1	5.67	2.58
B-2	6.25	3.00
B-3	6.08	2.92
C-1	6.08	2.25
C-2	6.33	2.42
C-3	6.00	2.00
D-1	5.83	1.50
D-2	6.50	1.50
D-3	7.00	2.17
E-1	5.83	1.33
E-2	6.92	1.50
E-3	6.33	1.67
F-1	6.25	2.08
F-2	6.42	1.42
F-3	6.25	1.25
G-1	6.33	2.33
G-2	6.33	2.00
	%Full	34.95%

INOVATIA® LABORATORIES, LLC

120 East Davis Street
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(660) 248-1911
www.inovatia.com

12/9/2025

Cochran Engineering
618 SW 3rd St Unit M
Lees Summit, MO 64063
Nick Weber

Project Name/Number: Blue Springs, MO / N/A
Chain of Custody Number: 25-1788

Date Received: November 19, 2025
Time Received: 13:35
Relinquished by: N/A
Sampler: Nick Weber

Enclosed please find analytical results for sample(s) received as described above. The values reported are in conformance with internal and method quality control guidelines, unless otherwise noted. If you have questions or need more information, please contact us.

Thank you for your interest in working with Inovatia Laboratories.

Sincerely,

Jennifer Vandelicht

Jennifer Vandelicht
Quality Assurance

Enclosures: Chain of Custody Record(s)

This report has been produced for the exclusive and confidential use of our clients. Reference to the analyses, the results, or the company in any news releases, advertising, or other public announcement is prohibited without obtaining prior written consent.

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Fayette, MO 65248-0030

Phone: (660) 248-1911
Fax: (660) 248-1921
www.inovatia.com

ANALYSIS REPORT

Chain of Custody Number: 25-1788
Project Name / Number: Blue Springs, MO / N/A
Date Collected: 11/19/25
Time Collected: 09:00

Sample Number: A-1S
Lab Number: 255786
Sample Matrix: Sludge
Sample Type: Grab

Analysis	Result	Units	Reporting Limit	Analysis Method	Date - Analyst
Fecal Coliform	15410	MPN/g	0.2	EPA 1681	11/20/2025 - MWL
Percent Solids	3.20	%	0.01	SM 2540 G	11/24/2025 - MWL

Notes:
Results on a Dry Weight Basis

Report Date: 12/09/25

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Fayette, MO 65248-0030

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ANALYSIS REPORT

Chain of Custody Number: 25-1788
Project Name / Number: Blue Springs, MO / N/A
Date Collected: 11/19/25
Time Collected: 09:05

Sample Number: B-2S
Lab Number: 255787
Sample Matrix: Sludge
Sample Type: Grab

Analysis	Result	Units	Reporting Limit	Analysis Method	Date - Analyst
Fecal Coliform	84.7	MPN/g	0.2	EPA 1681	11/20/2025 - MWL
Percent Solids	3.20	%	0.01	SM 2540 G	11/24/2025 - MWL

Notes:
Results on a Dry Weight Basis

Report Date: 12/09/25

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ANALYSIS REPORT

Chain of Custody Number: 25-1788
Project Name / Number: Blue Springs, MO / N/A
Date Collected: 11/19/25
Time Collected: 09:10

Sample Number: C-3S
Lab Number: 255788
Sample Matrix: Sludge
Sample Type: Grab

Analysis	Result	Units	Reporting Limit	Analysis Method	Date - Analyst
Fecal Coliform	30.4	MPN/g	0.2	EPA 1681	11/20/2025 - MWL
Percent Solids	4.28	%	0.01	SM 2540 G	11/24/2025 - MWL

Notes:
Results on a Dry Weight Basis

Report Date: 12/09/25

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ANALYSIS REPORT

Chain of Custody Number: 25-1788
Project Name / Number: Blue Springs, MO / N/A
Date Collected: 11/19/25
Time Collected: 09:15

Sample Number: D-2S
Lab Number: 255789
Sample Matrix: Sludge
Sample Type: Grab

Analysis	Result	Units	Reporting Limit	Analysis Method	Date - Analyst
Fecal Coliform	58.8	MPN/g	0.2	EPA 1681	11/20/2025 - MWL
Percent Solids	4.08	%	0.01	SM 2540 G	11/24/2025 - MWL

Notes:
Results on a Dry Weight Basis

Report Date: 12/09/25

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ANALYSIS REPORT

Chain of Custody Number: 25-1788
Project Name / Number: Blue Springs, MO / N/A
Date Collected: 11/19/25
Time Collected: 09:20

Sample Number: E-3S
Lab Number: 255790
Sample Matrix: Sludge
Sample Type: Grab

Analysis	Result	Units	Reporting Limit	Analysis Method	Date - Analyst
Fecal Coliform	51.8	MPN/g	0.2	EPA 1681	11/20/2025 - MWL
Percent Solids	4.63	%	0.01	SM 2540 G	11/24/2025 - MWL

Notes:
Results on a Dry Weight Basis

Report Date: 12/09/25

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ANALYSIS REPORT

Chain of Custody Number: 25-1788
Project Name / Number: Blue Springs, MO / N/A
Date Collected: 11/19/25
Time Collected: 09:25

Sample Number: F-2S
Lab Number: 255791
Sample Matrix: Sludge
Sample Type: Grab

Analysis	Result	Units	Reporting Limit	Analysis Method	Date - Analyst
Fecal Coliform	188	MPN/g	0.2	EPA 1681	11/20/2025 - MWL
Percent Solids	4.21	%	0.01	SM 2540 G	11/24/2025 - MWL

Notes:
Results on a Dry Weight Basis

Report Date: 12/09/25

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ANALYSIS REPORT

Chain of Custody Number: 25-1788
Project Name / Number: Blue Springs, MO / N/A
Date Collected: 11/19/25
Time Collected: 09:30

Sample Number: G-1S
Lab Number: 255792
Sample Matrix: Sludge
Sample Type: Grab

Analysis	Result	Units	Reporting Limit	Analysis Method	Date - Analyst
Fecal Coliform	85.6	MPN/g	0.2	EPA 1681	11/20/2025 - MWL
Percent Solids	3.67	%	0.01	SM 2540 G	11/24/2025 - MWL

Notes:
Results on a Dry Weight Basis

Report Date: 12/09/25

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ANALYSIS REPORT

Chain of Custody Number: 25-1788
Project Name / Number: Blue Springs, MO / N/A
Date Collected: 11/19/25
Time Collected: 09:15

Sample Number: D-2S
Lab Number: 255793
Sample Matrix: Sludge
Sample Type: Grab

Analysis	Result	Units	Reporting Limit	Analysis Method	Date - Analyst
Nitrogen, Ammoniacal	13300	mg/Kg	312	SM 4500-NH3 C	11/25/2025 - MWL
Nitrogen, Total Kjeldahl	57400	mg/Kg	1560	PAI-DK 01	11/25/2025 - MWL
Nitrogen, Nitrate-Nitrite	< 31.2	mg/Kg	31.2	EPA 353.2	11/24/2025 - MWL
pH (Solid)	7.26	SU	N/A	EPA 9045	11/25/2025 - MWL
Percent Solids	3.21	%	0.01	SM 2540 G	11/24/2025 - MWL
Organic Nitrogen	44200	mg/Kg	1560	By Calculation	11/25/2025 - MWL
Calculated Phosphate P2O5	50320	mg/Kg	207	By Calculation	11/24/2025 - MWL
Calculated Potash K2O	4220	mg/Kg	217	By Calculation	11/24/2025 - MWL
Sodium, Total	3785	mg/Kg	181	EPA 6010	11/24/2025 - MWL
Magnesium, Total	5676	mg/Kg	90.3	EPA 6010	11/24/2025 - MWL
Phosphorus, Total	21970	mg/Kg	90.3	EPA 6010	11/24/2025 - MWL
Sulfur, Total	15950	mg/Kg	136	EPA 6010	11/24/2025 - MWL
Potassium, Total	3514	mg/Kg	181	EPA 6010	11/24/2025 - MWL
Calcium, Total	37070	mg/Kg	226	EPA 6010	11/24/2025 - MWL
Chromium, Total	40.7	mg/Kg	9.0	EPA 6010	11/24/2025 - MWL
Manganese, Total	2124	mg/Kg	9.0	EPA 6010	11/24/2025 - MWL
Iron, Total	15370	mg/Kg	90.3	EPA 6010	11/24/2025 - MWL
Nickel, Total	28.8	mg/Kg	9.0	EPA 6010	11/24/2025 - MWL
Copper, Total	373	mg/Kg	9.0	EPA 6010	11/24/2025 - MWL
Zinc, Total	728	mg/Kg	18.1	EPA 6010	11/24/2025 - MWL
Arsenic, Total	< 8.7	mg/Kg	8.7	EPA 6020	11/24/2025 - MWL
Selenium, Total	12.9	mg/Kg	8.7	EPA 6020	11/24/2025 - MWL
Molybdenum, Total	14.6	mg/Kg	9.0	EPA 6010	11/24/2025 - MWL
Silver, Total	12.9	mg/Kg	9.0	EPA 6010	11/24/2025 - MWL

Notes:
Results on a Dry Weight Basis

Report Date: 12/09/25

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ANALYSIS REPORT

Chain of Custody Number: 25-1788
Project Name / Number: Blue Springs, MO / N/A
Date Collected: 11/19/25
Time Collected: 09:15

Sample Number: D-2S
Lab Number: 255793
Sample Matrix: Sludge
Sample Type: Grab

Analysis	Result	Units	Reporting Limit	Analysis Method	Date - Analyst
Cadmium, Total	1.9	mg/Kg	1.8	EPA 6010	11/24/2025 - MWL
Barium, Total	764	mg/Kg	4.5	EPA 6010	11/24/2025 - MWL
Mercury, Total	< 0.78	mg/Kg	0.78	EPA 7471	11/24/2025 - MWL
Lead, Total	< 45.2	mg/Kg	45.2	EPA 6010	11/24/2025 - MWL
Specific Oxygen Uptake Rate (SOUR)	0.9	mg/g/hr	0.1	SM 2710 B	11/21/2025 - MWL
Percent Volatile Solids	53.00	%	0.01	SM 2540 G	11/24/2025 - MWL

Notes:
Results on a Dry Weight Basis

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CHAIN OF CUSTODY RECORD

INOVATIA LABORATORIES, LLC
120 E Davis St • PO Box 30
FAYETTE, MO 65248-0030

Phone: 660-248-1911
Fax: 660-248-1921
coc@inovatia.com

FOR OFFICE USE ONLY:

COC NUMBER: 25-1788
DATE REPORTED: 2025-12-09
INVOICE NUMBER: 33650

Contact Name: Nick Weber
Company Name: Cochran Engineering
Address: 618 SW 3rd St. Unit H
City, State, Zip: Lees Summit, MO 64063
E-Mail: nweber@cochraneng.com

Phone Number: 816-707-5771
Fax Number:
Project Name / Number: Blue Springs, MO
Quote Number: 251084
Purchase Order Number:

Project Due Date:
Comments: Cell #2 South
Sampler's Name: Nick Weber (please print)
Sampler's Signature: NWeber

DISPOSITION INFORMATION

- ☐ STORE WITHIN HOLD TIME
- ☐ STORE LONG TERM
- ☐ RETURN AT CUSTOMER EXPENSE
- ☐ DISPOSE OF SAMPLE AT INOVATIA
- ☐ OTHER

NOTES:

FOR OFFICE USE ONLY:
DELIVERY METHOD: Hand
CUSTODY SEALS: ☐ YES ☑ NO ☐ INTACT ☐ BROKEN
COOLANT: ☑ ICE ☐ ICE PACK ☐ NONE
PACKAGE TYPE: Cooler
ARRIVAL TEMPERATURE: 2.8 °C
MEASURED BY: ☐ TEMPERATURE BLANK ☑ SAMPLE ☐ COOLER / CONTAINER

	LAB NUMBER	Customer Sample Number	Date Collected	Time Collected	Matrix (Soil / Water / Sludge / Other)	G=Grab / C=Composite	Number of Containers	NUMBER PER REPRESENTATIVE: HCl	HNO_3	NaOH	H_2SO_4	TSP	Other:	Other:	REQUESTED ANALYSES: Fecal Coli:	Nitrogen Ammonia	Potassium	Phos	SO3 Metals	Sour	PH	Vol Solids		
1	255786	A-1 S	11/19	9:00	Sludge	G	1								X									
2	255787	B-2 S	"	9:05	"	G	1								X									
3	255788	C-3 S	"	9:10	"	G	1								X									
4	255789	D-2 S	"	9:15	"	G	1								X									
5	255790	E-3 S	"	9:20	"	G	1								X									
6	255791	F-2 S	"	9:25	"	G	1								X									
7	255792	G-1 S	"	9:30	"	G	1								X									
8	255793	D-2 S	11/19	9:15	"	G	1									X	X	X	X	X	X	X		
9																								
10																								

*Please include any information that may be useful in the analysis of the sample, such as: **expected concentrations, required detection limits,** and **method of collection.***

Comments:

CUSTODY

Relinquished By:	Date:	Time:	Received By:	Date:	Time:
[signature]	11-19-25	1:36P	[signature]	20251119	1335
Relinquished By:	Date:	Time:	Received By:	Date:	Time:

Unless otherwise governed under separate contract, by signing this form, the client accepts Inovatia's standard terms and conditions for service, pricing, and payment as published on the reverse side of this form.
Prior, written notification of regulatory compliance requirements (GLP/cGMP) is mandatory and may result in additional fees.

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12/9/2025

Cochran Engineering
618 SW 3rd St Unit M
Lees Summit, MO 64063
Nick Weber

Project Name/Number: Blue Springs, MO / N/A
Chain of Custody Number: 25-1789

Date Received: November 19, 2025
Time Received: 13:34
Relinquished by: N/A
Sampler: Nick Weber

Enclosed please find analytical results for sample(s) received as described above. The values reported are in conformance with internal and method quality control guidelines, unless otherwise noted. If you have questions or need more information, please contact us.

Thank you for your interest in working with Inovatia Laboratories.

Sincerely,

Jennifer Vandelicht
Jennifer Vandelicht
Quality Assurance

Enclosures: Chain of Custody Record(s)

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ANALYSIS REPORT

Chain of Custody Number: 25-1789
Project Name / Number: Blue Springs, MO / N/A
Date Collected: 11/19/25
Time Collected: 08:15

Sample Number: NC-1
Lab Number: 255794
Sample Matrix: Sludge
Sample Type: Grab

Analysis	Result	Units	Reporting Limit	Analysis Method	Date - Analyst
Fecal Coliform	22210	MPN/g	0.2	EPA 1681	11/20/2025 - MWL
Percent Solids	2.22	%	0.01	SM 2540 G	11/24/2025 - MWL

Notes:
Results on a Dry Weight Basis

Report Date: 12/09/25

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ANALYSIS REPORT

Chain of Custody Number: 25-1789
Project Name / Number: Blue Springs, MO / N/A
Date Collected: 11/19/25
Time Collected: 08:20

Sample Number: NC-2
Lab Number: 255795
Sample Matrix: Sludge
Sample Type: Grab

Analysis	Result	Units	Reporting Limit	Analysis Method	Date - Analyst
Fecal Coliform	69.8	MPN/g	0.2	EPA 1681	11/20/2025 - MWL
Percent Solids	3.44	%	0.01	SM 2540 G	11/24/2025 - MWL

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ANALYSIS REPORT

Chain of Custody Number: 25-1789
Project Name / Number: Blue Springs, MO / N/A
Date Collected: 11/19/25
Time Collected: 08:25

Sample Number: ND-1
Lab Number: 255796
Sample Matrix: Sludge
Sample Type: Grab

Analysis	Result	Units	Reporting Limit	Analysis Method	Date - Analyst
Fecal Coliform	22690	MPN/g	0.2	EPA 1681	11/20/2025 - MWL
Percent Solids	3.49	%	0.01	SM 2540 G	11/24/2025 - MWL

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Chain of Custody Number: 25-1789
Project Name / Number: Blue Springs, MO / N/A
Date Collected: 11/19/25
Time Collected: 08:30

Sample Number: ND-2
Lab Number: 255797
Sample Matrix: Sludge
Sample Type: Grab

Analysis	Result	Units	Reporting Limit	Analysis Method	Date - Analyst
Fecal Coliform	3921	MPN/g	0.2	EPA 1681	11/20/2025 - MWL
Percent Solids	2.02	%	0.01	SM 2540 G	11/24/2025 - MWL

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ANALYSIS REPORT

Chain of Custody Number: 25-1789
Project Name / Number: Blue Springs, MO / N/A
Date Collected: 11/19/25
Time Collected: 08:40

Sample Number: ND-3
Lab Number: 255798
Sample Matrix: Sludge
Sample Type: Grab

Analysis	Result	Units	Reporting Limit	Analysis Method	Date - Analyst
Fecal Coliform	235	MPN/g	0.2	EPA 1681	11/20/2025 - MWL
Percent Solids	2.98	%	0.01	SM 2540 G	11/24/2025 - MWL

Notes:
Results on a Dry Weight Basis

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ANALYSIS REPORT

Chain of Custody Number: 25-1789
Project Name / Number: Blue Springs, MO / N/A
Date Collected: 11/19/25
Time Collected: 08:45

Sample Number: NE-1
Lab Number: 255799
Sample Matrix: Sludge
Sample Type: Grab

Analysis	Result	Units	Reporting Limit	Analysis Method	Date - Analyst
Fecal Coliform	360	MPN/g	0.2	EPA 1681	11/20/2025 - MWL
Percent Solids	3.61	%	0.01	SM 2540 G	11/24/2025 - MWL

Notes:
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Chain of Custody Number: 25-1789
Project Name / Number: Blue Springs, MO / N/A
Date Collected: 11/19/2025
Time Collected: 08:50

Sample Number: NE-2
Lab Number: 255800
Sample Matrix: Sludge
Sample Type: Grab

Analysis	Result	Units	Reporting Limit	Analysis Method	Date - Analyst
Fecal Coliform	7022	MPN/g	0.2	EPA 1681	11/20/2025 - MWL
Percent Solids	1.85	%	0.01	SM 2540 G	11/24/2025 - MWL

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ANALYSIS REPORT

Chain of Custody Number: 25-1789
Project Name / Number: Blue Springs, MO / N/A
Date Collected: 11/19/2025
Time Collected: 08:30

Sample Number: ND-2
Lab Number: 255801
Sample Matrix: Sludge
Sample Type: Grab

Analysis	Result	Units	Reporting Limit	Analysis Method	Date - Analyst
Nitrogen, Ammoniacal	18400	mg/Kg	977	SM 4500-NH3 C	11/25/2025 - MWL
Nitrogen, Total Kjeldahl	65000	mg/Kg	1950	PAI-DK 01	11/25/2025 - MWL
Nitrogen, Nitrate-Nitrite	< 39.0	mg/Kg	39.0	EPA 353.2	11/24/2025 - MWL
pH (Solid)	7.35	SU	N/A	EPA 9045	11/25/2025 - MWL
Percent Solids	2.56	%	0.01	SM 2540 G	11/24/2025 - MWL
Organic Nitrogen	46600	mg/Kg	1950	By Calculation	11/25/2025 - MWL
Calculated Phosphate P2O5	40700	mg/Kg	253	By Calculation	11/24/2025 - MWL
Calculated Potash K2O	4231	mg/Kg	265	By Calculation	11/24/2025 - MWL
Sodium, Total	4344	mg/Kg	221	EPA 6010	11/24/2025 - MWL
Magnesium, Total	5453	mg/Kg	110	EPA 6010	11/24/2025 - MWL
Phosphorus, Total	17770	mg/Kg	110	EPA 6010	11/24/2025 - MWL
Sulfur, Total	15280	mg/Kg	166	EPA 6010	11/24/2025 - MWL
Potassium, Total	3526	mg/Kg	221	EPA 6010	11/24/2025 - MWL
Calcium, Total	30990	mg/Kg	276	EPA 6010	11/24/2025 - MWL
Chromium, Total	32.2	mg/Kg	11.0	EPA 6010	11/24/2025 - MWL
Manganese, Total	2384	mg/Kg	11.0	EPA 6010	11/24/2025 - MWL
Iron, Total	13200	mg/Kg	110	EPA 6010	11/24/2025 - MWL
Nickel, Total	27	mg/Kg	11.0	EPA 6010	11/24/2025 - MWL
Copper, Total	366	mg/Kg	11.0	EPA 6010	11/24/2025 - MWL
Zinc, Total	749	mg/Kg	22.1	EPA 6010	11/24/2025 - MWL
Arsenic, Total	< 10.3	mg/Kg	10.3	EPA 6020	11/24/2025 - MWL
Selenium, Total	10.8	mg/Kg	10.3	EPA 6020	11/24/2025 - MWL
Molybdenum, Total	13.3	mg/Kg	11.0	EPA 6010	11/24/2025 - MWL
Silver, Total	< 11.0	mg/Kg	11.0	EPA 6010	11/24/2025 - MWL

Notes:
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Project Name / Number: Blue Springs, MO / N/A
Date Collected: 11/19/2025
Time Collected: 08:30

Sample Number: ND-2
Lab Number: 255801
Sample Matrix: Sludge
Sample Type: Grab

Analysis	Result	Units	Reporting Limit	Analysis Method	Date - Analyst
Cadmium, Total	< 2.2	mg/Kg	2.2	EPA 6010	11/24/2025 - MWL
Barium, Total	642	mg/Kg	5.5	EPA 6010	11/24/2025 - MWL
Mercury, Total	< 0.99	mg/Kg	0.99	EPA 7471	11/24/2025 - MWL
Lead, Total	< 55.2	mg/Kg	55.2	EPA 6010	11/24/2025 - MWL
Specific Oxygen Uptake Rate (SOUR)	0.9	mg/g/hr	0.1	SM 2710 B	11/21/2025 - MWL
Percent Volatile Solids	59.1	%	0.01	SM 2540 G	11/24/2025 - MWL

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Company Name: Cochran
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City, State, Zip: Lees Summit, MO 64063
E-Mail: nweber@cochranenv.com
Phone Number: 816-207-5771
Fax Number:
Project Name / Number: Blue Springs
Quote Number: 251084
Purchase Order Number:
Project Due Date:
Comments: Cell #1 North
Sampler's Name: Nick Weber (please print)
Sampler's Signature: NWeber

DISPOSITION INFORMATION
- ☐ STORE WITHIN HOLD TIME
- ☐ STORE LONG TERM
- ☐ RETURN AT CUSTOMER EXPENSE
- ☐ DISPOSE OF SAMPLE AT INOVATIA
- ☐ OTHER

NOTES:

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COOLANT: ☑ ICE ☐ ICE PACK ☐ NONE
PACKAGE TYPE: Cooler
ARRIVAL TEMPERATURE: 2.9 °C
MEASURED BY: ☐ TEMPERATURE BLANK ☐ SAMPLE ☐ COOLER / CONTAINER

	LAB NUMBER	Customer Sample Number	Date Collected	Time Collected	Matrix (Soil / Water / Sludge / Other)	G=Grab / C=Composite	Number of Containers	NUMBER PER REPRESENTATIVE: HCl	HNO_3	NaOH	H_2SO_4	TSP	Other:	Other:	REQUESTED ANALYSES: Fecal Coli	Nitrogen ammonia, ultra	Potassium	Phos	SO3 Metals	Sour	PH	Vol Solids
1	255794	NC-1	8:15	11/19	Sludge	G	1								X							
2	255795	NC-2	8:20	"	"	G	1								X							
3	255796	ND-1	8:25	"	"	G	1								X							
4	255797	ND-2	8:30	"	"	G	1								X							
5	255798	ND-3	8:40	"	"	G	1								X							
6	255799	NE-1	8:45	"	"	G	1								X							
7	255800	NE-2	8:50	"	"	G	1								X							
8	255801	ND-2	8:30	11/19	"	G	1									X	X	X	X	X	X	X
9																						
10																						

*Please include any information that may be useful in the analysis of the sample, such as: **expected concentrations, required detection limits,** and **method of collection.***

Comments:

CUSTODY

Relinquished By:	Date:	Time:	Received By:	Date:	Time:
Nick Weber	11-19-25	1:36 P	[signature]	2025/11/19	1334
Relinquished By:	Date:	Time:	Received By:	Date:	Time:

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TECHNICAL SPECIFICATIONS

SECTION 100

SLUDGE REMOVAL AND DISPOSAL

PART 1 – GENERAL

1. SUMMARY

a. Section includes:

A. Sludge removal and disposal shall consist of removing sludge from existing Sludge Storage Lagoons #1(North) and #2(South) and disposing of the sludge by land application on suitable sites or by transferring the sludge to an approved disposal facility. Provide all labor, equipment, and materials required to:

1. Locate and obtain usage of sites for applying sludge.
2. Remove, measure, test (coordinate and pay for), and land apply the sludge.
3. Preform all other associated Work

2. QUALITY ASSURANCE

a. Reference Standards:

A. Environmental Protection Agency (EPA):

1. 40 CFR 503, Standards for the Use or disposal of Sewage Sludge

B. Missouri Department of Natural Resources (MDNR)

1. Perform land application and testing of sludge, testing of soil, application of test results and all other associated Work in accordance with the following guidelines published by the University Extension, University of Missouri System, Lincoln University.
    a. WQ 423, Monitoring Requirements for Biosolids Land Applications.
    b. WQ 424, Biosolids Standards for Pathogens and Vectors.
    c. WQ 425, Biosolids Standards for Metals and other Trace Substances.
    d. WQ 426, Best Management Practices for Biosolids Land Applications.
    e. WQ 429, Interpretation of Laboratory Analyses of Biosolids Sample.
    f. WQ 430, Crop/Nutrient Consideration for Biosolids.

3. SYSTEM DESCRIPTION

a. Remove and dispose of sludge from lagoons up to the awarded quantity from the bid form.

b. Remove additional quantities of sludge from the lagoons as directed by the Owner, at the unit Price Bid for sludge removal and disposal. Additional sludge removal quantities will not be requested below a 6 IN minimum sludge depth.

c. Obtain agreements for biosolids application at sites or facilities within 20 miles of the site. Contractor shall provide Owner with written copies of sludge disposal land use agreements with applicable landowners. Agreements shall contain sufficient information with respect to terms (i.e. quantity, period of use, disposal method, etc.). Sludge shall not be applied to sites not approved by Owner.

d. The lagoon sludge volume indicated in this section is an estimate based on samples and measurements as included in appendix A. The Owner does not warrant the actual volume of sludge that will be present in the lagoons.

e. The following estimated quantities represent the available information at the time of Bid:

f. Contractor may, at his own expense, obtain and test sludge samples from the lagoon prior to bidding:

A. Contact Owner to arrange sampling.

LOCATION	ESTIMATED SLUDGE VOLUME (DRY TONS)
Base Bid:	
Sludge Lagoon #1 (North)	800
Sludge Lagoon #2 (South)	1,800
Base Bid Total	2,600

4. SUBMITTALS

a. Shop Drawings:

A. See General Conditions for requirements for the mechanics and administration of the submittal process.

B. Product Technical Data including:

1. Acknowledgement that products submitted meet requirements of standards referenced.

C. Submit a detailed written description of the proposed schedule and equipment to be used in the removal, transportation, land application, and incorporation of the sludge:

1. State proposed Working hours, estimated land application rate (dry tons per hour).

D. Submit locations and detailed descriptions of sites where sludge is to be applied.

1. Include legal descriptions of parcels and landowner's name, address, and telephone number.
2. Submit copies of any written agreements for land application including map on USGS background.

E. Describe how specific land application rates will be achieved and provide sample calculations.

F. If a disposal facility is to be used, submit a written agreement stating the dumping charge and any testing requirements.

G. Submittal requirements as listed above shall be contained within one submittal packet to Engineer for approval.

1. Submittal packet will be forwarded to MDNR by the Engineer and will require MDNR approval prior to initiating site activities.

b. Records:

A. Maintain accurate, complete, and current records of land application process including application rates and quantities, methods location, equipment, personnel, test reports, contacts with landowners, and spill or other accident reports.

B. Make records available for review by the Owner at all times.

1. Send records to the Engineer on request

C. Records of quantities, application rates, and test results shall be tabulated on forms supplied by the Contractor and submitted to the Engineer for approval before Work commences

D. Summarize records of current and cumulative quantities, application rates and test results, and provide summaries to the Owner and Engineer weekly.

1. Separate the records in the summarized report by specific application site, so that information pertaining to an individual parcel of land can be quickly identified.

5. SAMPLING AND TESTING

a. Services:

A. Furnish all sludge and soil sampling testing services, including field services, laboratory analysis, and sample identification and preservation.

B. Sampling and testing procedures shall be subject to approval and continuous review by Owner.

C. Conduct sampling and laboratory analysis in accordance with U.S. EPA and MDNR Guidelines.

b. Periodic Sludge Testing:

A. Obtain composite sludge samples after each removal of 100 dry tons of sludge. Composite samples shall consist of grab samples taken from the sludge transport pipe.

B. Test in accordance with CFR 503 regulations which includes: total solids, total Phosphorus, total Potassium, total Kjeldahl Nitrogen, Arsenic, Cadmium, Chromium, Copper, Lead, Mercury, Molybdenum, Nickel, Selenium, Zinc, and fecal coliform.

c. Soil Testing:

A. Test soil as described in WQ 423 before beginning land application operation.

B. Test soil for soil pH, cation exchange capacity, and available nutrients.

C. Obtain one test for each 20 acres at each site.

6. SUPERINTENDENCE

a. A Superintendent shall be designated to be on duty at all times that Work is being performed under this contract and shall be able to be contacted by the Owner or Engineer.

b. The Superintendent shall attend all project meetings and shall be available to promptly address any problems which arise during the course of the Work.

PART 2 – EXECUTION

1. **SLUDGE REMOVAL**
    a. Removal:
        A. Removal method of sludge from lagoons shall be by floating dredge or pumped transport:
            1. Dewatering lagoon cells and utilizing earth moving equipment within lagoon limits will not be permitted.
            2. Contractor shall be required to replace liquid removed from lagoons during sludge removal operations to maintain the required operational liquid level. Level in lagoon shall not be below 4 FT or above 7FT at any time. Contractor may utilize plat effluent for this purpose. Contractor shall provide all required temporary pumping equipment. Coordinate activities daily with Engineer.
        B. Portions of the lagoon system shall remain in service during sludge removal:
        C. Plan and conduct removal operations in coordination with City operation staff.
        D. Do not damage the lagoon embankments or remove soil from the bottoms of the lagoon.
            1. Removal of soil from the bottom of the lagoon will be contractors responsibility to replace.
        E. Notify Owner of any stop, start, or change of any removal operations.

    b. Vehicle used for transporting sludge shall be watertight:
        A. Sludge transportation vehicles used on public roadways shall be operated in conformance with Federal, State, and Local jurisdictions.
        B. Keep vehicles operated on roads, driveways, or other traveled roadway free of mud or spilled sludge.
        C. Clean vehicles immediately upon Owner's request.
        D. If Contractor elects to transport sludge by vehicle, vehicle loading shall be inside existing fence boundary near main access gate. All flows to vehicle loading point shall be pumped from lagoon so as limit vehicular traffic on existing plant road system. Coordinate final vehicular loading location in field with Owner and Engineer.
    c. Immediately clean up all spills to the satisfaction of the owner, the landowner, if spill is on private property, and state agencies if spill is on public property:
        A. Clean up daily any mud carried onto roads, driveways, or other traveled ways.
2. **DISPOSAL**
    a. The Contractor may, at his option, dispose of the sludge by transporting it to an approved sludge use or disposal facility.
    b. The sludge disposal facility shall be operating under a current sloid waste disposal permit or wastewater discharge permit.
    c. The permit shall specifically include acceptance and disposal by the facility of the quantity of sludge removed for this project.

3. **LAND APPLICATION**
    a. Best Management Practices:
        A. Land application shall follow "Best Management Practices" as described in WQ 426
            1. Practices from WQ 426 applying in their entirety to this Work include
                a. No discharge
                b. Crop restrictions for class B biosolids.
                c. Harvest and grazing restrictions.
                d. Threatened or endangered species.
                e. Nitrogen limitations.
                f. Buffer zones.
                g. Slope limitations.
                h. Stormwater runoff.
                i. Frozen, snow covered, or saturated soil conditions.
                j. Application rates.
                k. Application equipment.
                l. Soil pH limitations
                m. Soil phosphorus limitations.
                n. Soil depth

    b. Lime application to soil:
        A. Apply agricultural lime to parcel where soil tests indicate that soil pH is less than 6.0 (salt solution test) or 6.5 (water solution test).

B. Do not apply quantities of lime which will raise the soil pH above 7.5 (salt solution test) or 8.0 (water solution test).
C. Obtain recommendations and test proposed lime application rates before conditioning soil.

4. LAND APPLICATION RATES

a. Daily application rates:
   A. Limit daily rates to individual parcels of land to avoid runoff and soil saturation.
   B. Suspend application if the soil is saturated due to rain or sludge application.

b. Total application rates:
   A. Determine total application rates for the land application sites using the sludge test results, the soil test results, the metal pounds-per-acre limits by dry soil cation-exchange capacity listed in WQ 425, and nutrient limits calculated according to procedures of WQ 429.
   B. Submit proposed total application rates to the Engineer for approval:
      1. Do not exceed accepted application rates.

5. RESTORATION AND CLEANUP

a. Restoration of applicable site:
   A. Land application sites hall be restored to the conditions found at the beginning of Work and in accordance with the Contractors application agreement with the applicable landowner.
   B. Restore and repair any modifications or damage to the drainage channels, bank protection, or other permanent improvements.

b. Restoration of site Work areas:
   A. Prepare, mulch, and seed transfer sites, holding areas, and other heavily traveled or damaged sod or pasture areas after sludge removal is complete.

c. Mulching and seeding:
   A. Prepare areas to be seeded by loosening and fine grading
   B. Seed with no less than 150 LBS per acre of fresh, clean seed of the current years crop, complying with tolerances for purity and germination established by the U.S. Department of Agriculture.
      1. Select grass seed varieties recommended for the local area approved by Owner.
   C. Mulch with cereal straw at a rate of two tons per acre.

6. WORK SCHEDULE

a. Limitations:
   A. Working days Monday – Friday
      1. Weekend work may be allowed with prior approval
   B. Land-apply sludge only during daylight hours.

7. MEASUREMENT

a. Measurement:
   A. Contractor shall provide temporary magnetic type flow meter which shall serve as the basis for flow measurement when determining sludge quantities removed from the lagoons.
      1. Flow volumes will be converted to dry tons based on a 3.5 percent solids average of the lagoons and paid at the unit price as shown in the Bid Form.

a. $$Dry\ Tons = \frac{(\text{Sludge Gallons}) x \left(63.5 \frac{lbs}{ft^3}\right)}{\left(7.48 \frac{gal}{ft^3}\right) x \left(2000 \frac{lbs}{ton}\right)} x (3.5\%)$$

   B. Calibrate measuring device(s) before initial application begins, whenever unit(s) are moved, or whenever requested by the Owner or Engineer. Provide certificate of calibration by an individual authorized to perform calibration by the meter manufacturer.
   C. Measuring devices shall be equipped with monitors and ticket printers.
      1. Printouts shall include date, time, instantaneous flow, totalized 24 HR volume, and total cumulative volume.

b. Subsidiary items:
   A. All Work associated with land application, including but not limited to obtaining usage of application sites, sampling and testing, record keeping, measurement, lime application, and restoration and cleanup, shall be considered subsidiary to the Bid and Unit Price in the Bid Form and will not be measured or paid for separately.

c. Sludge shall not be moved from one area of the lagoons to another and shall not serve as a basis for payment.

d. No additional payment will be made for transportation of application from one parcel to another or for additional mobilizations.
e. Verification of total sludge removal quantities will consist of a reinspection of sludge depths conducted by Engineer.

END OF SECTION

SECTION 200

ENVIRONMENTAL PROTECTION AND SPECIAL CONTROLS

PART 1 – GENERAL

1. SUMMARY

a. Section Includes:

A. Minimizing the pollution of air, water, or land; control of noise, the disposal of solid waste materials, and protection of deposits of historical or archaeological interest.

B. Related specification sections include but are not necessarily limited to:

1. City of Blue Springs, Missouri, Contract Documents.
2. Division 01 – General Requirements.

2. SUBMITTALS

a. Shop Drawings:

A. Prior to the start of any construction activities submit:

1. A detailed proposal of all methods of control and preventative measures to be utilized for environmental protection.
2. A drawing of the Work area, haul routes, storage areas, access routes and current land conditions including trees and vegetation.
3. A copy of the NPDES permit for storm water discharges from construction activities, if applicable.
4. A copy of the approved pollution prevention plan.

PART 2 – EXECUTION

3. INSTALLATION

a. Employ and utilize environmental protection methods, obtain all necessary permits, and fully observe all local, state, and federal regulations.

b. Land Protection:

A. Except for any Work or storage area and access routes specifically assigned for the use of the Contractor, the land areas outside the limits of construction shall be preserved in their present condition.

B. Plan and execute earth Work in a manner to minimize duration of exposure of unprotected soils.

C. Any damage caused by the Contractors' equipment or operations shall be restored as nearly as possible to its original condition at no cost to the Owner.

c. Surface Water Protection:

A. Utilize, as necessary, erosion control methods to protect side and backslope, minimize and the discharge of sediment to the surface water leaving the Work site as soon as rough grading is complete:

1. These controls shall be maintained until the site is ready for final grading and landscaping or until they are no longer warranted and concurrence is received from the engineer.
2. Physically retard the rate and volume of run-on and runoff by:
    a. Implementing structural practices such as diversion swales, terraces, straw bales, silt fences, berms, storm drain inlets protection, rocked outlet protection, sediment traps and temporary basin.
    b. Implementing vegetative practices such as temporary seeding, permanent seeding, mulching, sod stabilization, vegetative buffers, hydroseeding, anchored erosion control blankets, sodding, vegetative swales or a combination of these methods.
    c. Providing construction sites with graveled or rocked access entrance and exit drives and parking area to reduce the tracking of sediment onto public or private roads.
3. Discharges from the construction site shall not contain pollutants at concentrations that produce objectionable films, colors, turbidity, deposits or noxious odors in the receiving stream or waterway.

d. Solid Waste Disposal:
    A. Collect solid waste on a daily basis.
    B. Provide disposal of degradable solid waste to an approved solid waste disposal site.
    C. Provide disposal of nondegradable solid waste to an approved solid waste disposal site or in an alternate manner approved by the engineer.
    D. No building materials waste or unused building materials shall be buried, dumped, or disposed on site.

e. Fuel and Chemical Handling:
    A. Store and dispose of chemicals waste in a manner approved by regulatory agencies.
    B. Take special measures to prevent chemicals, fuel, oils, greases, herbicides, and insecticides from entering drainage ways.
    C. Do not allow water used in on-site material processing, concrete curing, clean up, and other wastewater to enter a drainage way or stream.
    D. Provide containment around fueling and chemical storage areas to ensure that spills in these areas do not reach water of the state.

f. Control of Dust:
    A. The control of dust shall mean that no construction activity shall take place without applying all such reasonable measures as may be required to prevent particulate matter from becoming airborne so that if it remains visible beyond the limits of construction.

g. Burning:
    A. Do not burn materials on site.

h. Completion of Work:
    A. Upon completion of Work, leave area in a clean, and natural looking condition.
    B. Ensure all signs of temporary construction and activities incidental to construction of required permanent Work are removed.

i. Historical Protection:
    A. If during the course of construction, evidence of deposits of historical or archaeological interest is found, cease Work affecting and notify Engineer.
        1. Do not disturb deposits until a written notice from Engineer is given to proceed.

END OF SECTION

BLUE SPRINGS
MISSOURI

CITY COUNCIL INFORMATION FORM

DATE SUBMITTED: May 1, 2026

ITEM TYPE: Resolution

SUBMITTED BY: Dennis Dovel

CONTRACT NUMBER: 2025-014

DEPARTMENT: Public Works

STRATEGIC PLAN PRIORITY: Infrastructure

ITEM DESCRIPTION

Adopt a Resolution to approve Amendment No. 1 to Contract 2025-014 with Newkirk Novak Construction Partners, Inc. in the amount of $15,048,940 for the construction and renovation of the Public Works Operations Building. This amendment brings the total contract amount to $15,058,940.00

BACKGROUND

The Public Works Operation Facility houses Street Maintenance, Water and Sewer Maintenance and Fleet Maintenance with approximately 43 full-time staff members working at this location. In 2010, a salt storage facility was added to bolster the amount of de-icing chemicals to 4,000 tons (a 2,500 ton increase). In 2011, an expansion added Fleet Maintenance to this location with six maintenance bays, new fuel tanks, pumps and fuel system. An access road was also constructed to 40 Highway and a secure parking lot expansion was completed. Over the years to accommodate the growth, storage areas

have been turned into office space for staff and the rock bins were enclosed to provide secure storage of parts and equipment. Additionally, offices have been built on the mezzanine level over the fleet's parts room. Due to the increase in employees and equipment, additional space is needed to provide adequate staff facilities, equipment storage, maintenance of equipment and office spaces. Additionally, the Public Safety Department has a need to locate some functions to this location as well. The Public Safety needs are for a warehouse facility of approximately 6,500 square feet to store vehicles, bike patrol, and indoor parking for the command vehicle and the radar trailers. The function would be mostly vehicle and equipment storage; however, the design allows for a flex space area where vehicles could be removed, and the space used for defensive tactics or similar training of officers.

On September 3, 2024, the City Council, by Resolution 65-2024, hired SFS Architecture through a Request for Qualification (RFQ) process to provide design services for the renovation and expansion of the Public Works Operation Building. On January 21, 2025, City Council, by Resolution 008-2025, also entered into a contract with Newkirk Novak Construction Partners, Inc. to be the Construction Manager at Risk for the project.

Over the past 18 months, SFS Architecture and Newkirk Novak have been providing pre-construction services, design, development of construction documents and bidding the project to establish the Guaranteed Maximum Price (GMP) for construction. The final Guaranteed Maximum Price (GMP) of $15,048,940.00 is the total construction cost of the project as outlined in the final construction documents.

The contract for preconstruction services and general conditions of the Construction Manager At-Risk agreement was approved on January 21, 2025, for $10,000.00. The approval of this proposed amendment will bring the total contract amount to $15,058,940.00.

Staff recommends approval of the amendment for the Guaranteed Maximum Price of $15,048,940. A budget amendment will be submitted to Council for approval.

FINANCIAL IMPACT

INFORMATION	DETAIL
Contractor:	Newkirk Novak Construction Partners, Inc.
Amount of Request/ Contract:	$15,048,940.00
Amount Budgeted:	430-75000-543200 BF-19 - $1,580,043.60 460-75000-543300 BF-19 - $2,366,520 155-77000-542400 PS-15 - $996,420
Budget Year:	FY 2025-26
Funding Source/Account #:	430-75000-543200 BF-19 - $5,622,426.16 460-75000-543300 BF-19 - $8,430,093.84 155-77000-542400 PS-15 - $996,420
Account Balance:	430-75000-543200 BF-19 – $1,580,043.60 460-75000-543300 BF-19 – $2,366,520 155-77000-542400 PS-15 - $996,420 Date: 5/12/2026
Additional Funds Needed:	$10,105,956.40
Funding Source/Account #:	Budget Amendment 430-75000-543200 BF-19 - $4,042,382.56 460-75000-543300 BF-19 - $6,063,573.84

PROJECT TIMELINE

INFORMATION	DETAIL
Estimated Start Date	May 25, 2026

Estimated End Date	December 31, 2027
Years and Months Contract in effect	1 year, 7 months
Number of times renewable	0

STAFF RECOMMENDATION

Staff recommends approval.

OTHER BOARDS & COMMISSIONS ASSIGNED

Name of Board or Commission: N/A

LIST OF REFERENCE DOCUMENTS ATTACHED

1. Resolution with contract amendment attached as Exhibit A.

REVIEWED BY

Requesting Director: Dennis Dovel

Administration: George Schmitz

Budget: Lori Turner

Legal: Jennifer Baird

Assistant City Administrator: Dennis Dovel

SUPPORTING DOCUMENTS

Document	Required	If not required, explain
Certificate of Insurance:	Yes	On File
E-Verify:	Yes	On File
Bond:	Yes	
IRS Form W-9	Yes	Finance Review: May 6, 2026
Bid/RFP/RFQ and Tabulation	N/A	
Bid Waiver: (less than three bids)	N/A	

Contractor address and email:	Yes	Newkirk Novak Construction Partners, Inc. 11200 W. 79th St. Lenexa, KS, 66214 Lynn Newkirk 816-651-4005 Lynn.newkirk@newkirknovak.com
Project Exemption Certificate needed:	No	

A RESOLUTION APPROVING A CONTRACT AMENDMENT WITH NEWKIRK NOVAK CONSTRUCTION PARTNERS, INC FOR THE GUARANTEED MAXIMUM PRICE FOR THE EXPANSION AND RENOVATION OF THE PUBLIC WORKS OPERATIONS FACILITY, CIP BF-19 AND PS-15

WHEREAS, OSHA requirements under Section 292.675, RSMo 2009, require:

a. Any contractor for any public body for purposes of construction of public works and any subcontractor (any person entering into a subcontract with a contractor for construction of public works which employs "on-site employees" for purposes of completion of the contract) to such contractor shall provide a ten-hour Occupational Safety and Health Administration (OSHA) construction safety program for their on-site employees which includes a course in construction safety and health approved by OSHA or a similar program approved by the department which is at least as stringent as an approved OSHA program, unless such employees have previously completed the required program. All employees who have not previously completed the program are required to complete the program within sixty days of beginning work on such construction project.

b. Any employee found on a work site subject to this section without documentation of the successful completion of the required course shall be afforded twenty days to produce such documentation before being subject to removal from the project.

c. The contractor to whom the contract is awarded and any subcontractor under such contractor shall require all on-site employees to complete the above referenced ten-hour training program or such employees must hold documentation of prior completion of the program. Said contractor and subcontractor(s) shall comply with

Section 292.675, RSMo 2009, in all respects as required in relation to work done pursuant to this contract.

d. The contractor shall forfeit as a penalty to the public body on whose behalf the contract is made or awarded, two thousand five hundred dollars plus one hundred dollars for each employee employed by the contractor or subcontractor, for each calendar day, or portion thereof, such employee is employed without the required training. The penalty shall not begin to accrue until the time period referenced in subparagraphs a and b above have elapsed.

e. The public body awarding the contract shall withhold and retain therefrom all sums and amounts due and owing as a result of any violations of this section when making payments to the contractor under the contract. The contractor may withhold from any subcontractor sufficient sums to cover any penalties the public body has withheld from the contractor resulting from the subcontractor's failure to comply with the terms of this section. If the payment has been made to the subcontractor without withholding, the contractor may recover the amount of the penalty resulting from the fault of the subcontractor in an action maintained in the circuit court in the county in which the public works project is located from the subcontractor.

f. “On-site employees” are defined as laborers, workmen, drivers, equipment operators, and craftsmen employed by contractors and subcontractors to be directly engaged in construction at the site of the public works. "Directly engaged in construction" shall mean work performed in the actual erection of the structure or completion of the improvement constituting the public works. In addition, employees working at a nearby or adjacent facility used by the contractor or subcontractor for construction of the public works shall be deemed "on-site employees." Persons engaged

solely in the transportation of materials, fuel, or equipment to the site of the public works shall not be deemed to be "directly engaged in construction;" and

WHEREAS, not less than the prevailing hourly rate of wages for work of a similar character in this locality, as established and amended at any time by the Department of Labor and Industrial Relations of the State of Missouri, shall be paid to all workers performing work under this Contract; and

WHEREAS, the Public Works and Public Safety Departments have identified the need to expand facilities to improve operations; and

WHEREAS, the City of Blue Springs awarded a contract to Newkirk Novak Construction Partners, Inc. for preconstruction services and general conditions; and

WHEREAS, the contract needs to be amended for the Guaranteed Maximum Price for the construction phase of the project in the amount of $15,048,940.00.

NOW, THEREFORE, BE IT RESOLVED BY THE CITY COUNCIL OF THE CITY OF BLUE SPRINGS, MISSOURI, as follows:

Section 1. The City Administrator is hereby authorized to enter into a contract amendment with Newkirk Novak Construction Partners, Inc., for construction services for the renovation and expansion of the Public Works Operations facility in the amount of $15,048,940.00. A copy of the proposed Contract is attached hereto as Exhibit "A" and is incorporated herein.

Section 2. City staff is directed to perform all tasks necessary to implement said contract including submitting a FY 2025-26 budget amendment to Council for approval.

Section 3. Scrivener's Errors. Typographical errors and other matters of a similar nature that do not affect the intent of this Resolution, as determined by the City Clerk, may be corrected with the endorsement of the City Administrator without the need to come before the City Council.

PASSED by the City Council of the City of Blue Springs, Missouri, and approved by the Mayor of Blue Springs, this 18th day of May 2026.

CITY OF BLUE SPRINGS

_____

Chris Lievsay, Mayor

ATTEST:

_____

Erin Ford, City Clerk

AIA® Document A133® – 2019 Exhibit A

Guaranteed Maximum Price Amendment

This Amendment 01 dated the 18th day of May in the year 2026 , is incorporated into the accompanying AIA Document A133™–2019, Standard Form of Agreement Between Owner and Construction Manager as Constructor where the basis of payment is the Cost of the Work Plus a Fee with a Guaranteed Maximum Price dated the 21 day of January in the year 2025 (the "Agreement")
(In words, indicate day, month, and year.)

for the following **PROJECT:**
(Name and address or location)

Blue Springs Public Works Renovation & Expansion
500 SE Sunnyside School Road
Blue Springs, MO 64014

THE OWNER:
(Name, legal status, and address)

City of Blue Springs
903 W. Main Street
Blue Springs, MO 64015

THE CONSTRUCTION MANAGER:
(Name, legal status, and address)

Newkirk Novak Construction Partners, Inc.
15345 W. 87th St. Pkwy
Lenexa, KS 66219

TABLE OF ARTICLES

A.1 GUARANTEED MAXIMUM PRICE

A.2 DATE OF COMMENCEMENT AND SUBSTANTIAL COMPLETION

A.3 INFORMATION UPON WHICH AMENDMENT IS BASED

A.4 CONSTRUCTION MANAGER'S CONSULTANTS, CONTRACTORS, DESIGN PROFESSIONALS, AND SUPPLIERS

ARTICLE A.1 GUARANTEED MAXIMUM PRICE

§ A.1.1 Guaranteed Maximum Price

Pursuant to Section 3.2.6 of the Agreement, the Owner and Construction Manager hereby amend the Agreement to establish a Guaranteed Maximum Price. As agreed by the Owner and Construction Manager, the Guaranteed Maximum Price is an amount that the Contract Sum shall not exceed. The Contract Sum consists of the Construction Manager's Fee plus the Cost of the Work, as that term is defined in Article 6 of the Agreement.

ADDITIONS AND DELETIONS:
The author of this document may have revised the text of the original AIA standard form. An *Additions and Deletions Report* that notes revisions to the standard form text is available from the author and should be reviewed. A vertical line in the left margin of this document indicates where the author has added to or deleted from the original AIA text.

This document has important legal consequences. Consultation with an attorney is encouraged with respect to its completion or modification.

AIA Document A201™–2017, General Conditions of the Contract for Construction, is adopted in this document by reference. Do not use with other general conditions unless this document is modified.

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§ A.1.1.1 The Contract Sum is guaranteed by the Construction Manager not to exceed Fifteen Million Forty-Eight Thousand Nine Hundred Forty Dollars ($ 15,048,940), subject to additions and deductions by Change Order as provided in the Contract Documents. General Liability Insurance will be provided at 0.95% of the Cost of Work. Performance and Payment Bond will be provided at 0.75% of the Cost of Work. Sub bonding will be provided at 1.25% of the subcontract agreements. Builders Risk Insurance will be provided at 0.40% of the Cost of Work.

§ A.1.1.2 Itemized Statement of the Guaranteed Maximum Price. Provided below is an itemized statement of the Guaranteed Maximum Price organized by trade categories, including allowances; the Construction Manager's contingency; alternates; the Construction Manager's Fee; and other items that comprise the Guaranteed Maximum Price as defined in Section 3.2.1 of the Agreement.
(Provide itemized statement below or reference an attachment.)

EXHIBIT B

§ A.1.1.3 The Construction Manager's Fee is set forth in Section 6.1.2 of the Agreement.

§ A.1.1.4 The method of adjustment of the Construction Manager's Fee for changes in the Work is set forth in Section 6.1.3 of the Agreement.

§ A.1.1.5 Alternates
§ A.1.1.5.1 Alternates, if any, included in the Guaranteed Maximum Price:

Item	Price
Exhibit B	

§ A.1.1.5.2 Subject to the conditions noted below, the following alternates may be accepted by the Owner following execution of this Exhibit A. Upon acceptance, the Owner shall issue a Modification to the Agreement.
(Insert below each alternate and the conditions that must be met for the Owner to accept the alternate.)

Item	Price	Conditions for Acceptance

§ A.1.1.6 Unit prices, if any:
(Identify the item and state the unit price and quantity limitations, if any, to which the unit price will be applicable.)

Item	Units and Limitations	Price per Unit ($0.00)

ARTICLE A.2 DATE OF COMMENCEMENT AND SUBSTANTIAL COMPLETION
§ A.2.1 The date of commencement of the Work shall be:
(Check one of the following boxes.)

[X] The date of execution of this Amendment.

[ ] Established as follows:
(Insert a date or a means to determine the date of commencement of the Work.)

If a date of commencement of the Work is not selected, then the date of commencement shall be the date of execution of this Amendment.

§ A.2.2 Unless otherwise provided, the Contract Time is the period of time, including authorized adjustments, allotted in the Contract Documents for Substantial Completion of the Work. The Contract Time shall be measured from the date of commencement of the Work.

§ A.2.3 Substantial Completion

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§ A.2.3.1 Subject to adjustments of the Contract Time as provided in the Contract Documents, the Construction Manager shall achieve Substantial Completion of the entire Work:
(Check one of the following boxes and complete the necessary information.)

[ ] Not later than ( ) calendar days from the date of commencement of the Work.

[X] By the following date:July 13, 2027

§ A.2.3.2 Subject to adjustments of the Contract Time as provided in the Contract Documents, if portions of the Work are to be completed prior to Substantial Completion of the entire Work, the Construction Manager shall achieve Substantial Completion of such portions by the following dates:

Portion of Work	Substantial Completion Date

§ A.2.3.3 If the Construction Manager fails to achieve Substantial Completion as provided in this Section A.2.3, liquidated damages, if any, shall be assessed as set forth in Section 6.1.6 of the Agreement.

ARTICLE A.3 INFORMATION UPON WHICH AMENDMENT IS BASED

§ A.3.1 The Guaranteed Maximum Price and Contract Time set forth in this Amendment are based on the Contract Documents and the following:

§ A.3.1.1 The following Supplementary and other Conditions of the Contract:

Document	Title	Date	Pages

§ A.3.1.2 The following Specifications:
(Either list the Specifications here, or refer to an exhibit attached to this Amendment.)

EXHIBIT D

Section	Title	Date	Pages

§ A.3.1.3 The following Drawings:
(Either list the Drawings here, or refer to an exhibit attached to this Amendment.)

EXHIBIT D

Number	Title	Date

§ A.3.1.4 The Sustainability Plan, if any:
(If the Owner identified a Sustainable Objective in the Owner's Criteria, identify the document or documents that comprise the Sustainability Plan by title, date and number of pages, and include other identifying information. The Sustainability Plan identifies and describes the Sustainable Objective; the targeted Sustainable Measures; implementation strategies selected to achieve the Sustainable Measures; the Owner's and Construction Manager's roles and responsibilities associated with achieving the Sustainable Measures; the specific details about design reviews, testing or metrics to verify achievement of each Sustainable Measure; and the Sustainability Documentation required for the Project, as those terms are defined in Exhibit C to the Agreement.)

Title	Date	Pages

Other identifying information:

§ A.3.1.5 Allowances, if any, included in the Guaranteed Maximum Price:
(Identify each allowance.)

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Item	Price
Exhibit B and C	

§ A.3.1.6 Assumptions and clarifications, if any, upon which the Guaranteed Maximum Price is based:
(Identify each assumption and clarification.)

§ A.3.1.7 The Guaranteed Maximum Price is based upon the following other documents and information:
(List any other documents or information here, or refer to an exhibit attached to this Amendment.)

ARTICLE A.4 CONSTRUCTION MANAGER'S CONSULTANTS, CONTRACTORS, DESIGN PROFESSIONALS, AND SUPPLIERS

§ A.4.1 The Construction Manager shall retain the consultants, contractors, design professionals, and suppliers, identified below:
(List name, discipline, address, and other information.)

This Amendment to the Agreement entered into as of the day and year first written above.

OWNER *(Signature)*	**CONSTRUCTION MANAGER** *(Signature)*
(Printed name and title)	Jim Schneider, Operations Leader *(Printed name and title)*

Approved as to form:

/s/ Jennifer Baird

Jennifer Baird, City Attorney

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Additions and Deletions Report for
AIA® Document A133® – 2019 Exhibit A

This Additions and Deletions Report, as defined on page 1 of the associated document, reproduces below all text the author has added to the standard form AIA document in order to complete it, as well as any text the author may have added to or deleted from the original AIA text. Added text is shown underlined. Deleted text is indicated with a horizontal line through the original AIA text.

Note: This Additions and Deletions Report is provided for information purposes only and is not incorporated into or constitute any part of the associated AIA document. This Additions and Deletions Report and its associated document were generated simultaneously by AIA software at 14:21:01 CDT on 05/01/2026.

Changes to original AIA text

PAGE 1

This Amendment 01 dated the 18th day of May in the year 2026 , is incorporated into the accompanying AIA Document A133™–2019, Standard Form of Agreement Between Owner and Construction Manager as Constructor where the basis of payment is the Cost of the Work Plus a Fee with a Guaranteed Maximum Price dated the 21 day of- January in the year- 2025 (the "Agreement")

PAGE 2

§ A.1.1.1 The Contract Sum is guaranteed by the Construction Manager not to exceed ~~($~~ Fifteen Million Forty-Eight Thousand Nine Hundred Forty Dollars ($ 15,048,940), subject to additions and deductions by Change Order as provided in the Contract Documents. General Liability Insurance will be provided at 0.95% of the Cost of Work. Performance and Payment Bond will be provided at 0.75% of the Cost of Work. Sub bonding will be provided at 1.25% of the subcontract agreements. Builders Risk Insurance will be provided at 0.40% of the Cost of Work.

Item	Price
Exhibit B	

PAGE 3

[X] By the following date: July 13, 2027

PAGE 4

Item	Price
Exhibit B and C	

Variable Information

Additions and Deletions Report for AIA Document A133 – 2019 Exhibit A. Copyright © 1991, 2003, 2009, and 2019. All rights reserved. "The American Institute of Architects," "American Institute of Architects," "AIA," the AIA Logo, and "AIA Contract Documents" are trademarks of The American Institute of Architects. This document was produced at 14:21:01 CDT on 05/01/2026 under Subscription No.20250135994 which expires on 06/13/2026, is not for resale, is licensed for one-time use only, and may only be used in accordance with the AIA Contract Documents® Terms of Service. To report copyright violations, e-mail docinfo@aiacontracts.com.
User Notes: (69f4b647800d4588359ea72a)

PAGE 1

This Amendment 01 dated the 18th day of May in the year 2026 , is incorporated into the accompanying AIA Document A133™–2019, Standard Form of Agreement Between Owner and Construction Manager as Constructor where the basis of payment is the Cost of the Work Plus a Fee with a Guaranteed Maximum Price dated the 21 day of- January in the year- 2025 (the "Agreement")

Blue Springs Public Works Renovation & Expansion

500 SE Sunnyside School Road

Blue Springs, MO 64014

City of Blue Springs

903 W. Main Street

Blue Springs, MO 64015

Newkirk Novak Construction Partners, Inc.

15345 W. 87th St. Pkwy

Lenexa, KS 66219

PAGE 2

§ A.1.1.1 The Contract Sum is guaranteed by the Construction Manager not to exceed ~~($~~ Fifteen Million Forty-Eight Thousand Nine Hundred Forty Dollars ($ 15,048,940), subject to additions and deductions by Change Order as provided in the Contract Documents. General Liability Insurance will be provided at 0.95% of the Cost of Work. Performance and Payment Bond will be provided at 0.75% of the Cost of Work. Sub bonding will be provided at 1.25% of the subcontract agreements. Builders Risk Insurance will be provided at 0.40% of the Cost of Work.

EXHIBIT B

[X] The date of execution of this Amendment.

PAGE 3

[X] By the following date: July 13, 2027

EXHIBIT D

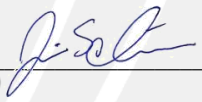
EXHIBIT D

Additions and Deletions Report for AIA Document A133 – 2019 Exhibit A. Copyright © 1991, 2003, 2009, and 2019. All rights reserved. "The American Institute of Architects," "American Institute of Architects," "AIA," the AIA Logo, and "AIA Contract Documents" are trademarks of The American Institute of Architects. This document was produced at 14:21:01 CDT on 05/01/2026 under Subscription No.20250135994 which expires on 06/13/2026, is not for resale, is licensed for one-time use only, and may only be used in accordance with the AIA Contract Documents® Terms of Service. To report copyright violations, e-mail docinfo@aiacontracts.com.
User Notes: (69f4b647800d4588359ea72a)

Certification of Document's Authenticity

AIA® Document D401™ – 2003

I, , hereby certify, to the best of my knowledge, information and belief, that I created the attached final document simultaneously with its associated Additions and Deletions Report and this certification at 14:21:01 CDT on 05/01/2026 under Order No. 20250135994 from AIA Contract Documents software and that in preparing the attached final document I made no changes to the original text of AIA® Document A133™ - 2019 Exhibit A, Guaranteed Maximum Price Amendment, other than those additions and deletions shown in the associated Additions and Deletions Report.



(Signed)

Operations Leader

(Title)

5/1/2026

(Dated)

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Exhibit B

Blue Springs Public Works
Addition and Renovation
Bid Date: April 7th, 2026

Scope of Work	Bid	ALT No. 1 HVLS Fans	ALT No. 2 R&R Existing Glazing	ALT No. 3 HD Asphalt	ALT No. 4A 30x180 Parking Structure	ALT No. 5 BMC Controls	ALT No. 6 R&R Insulation/ Liner System	ALT No. 7 SE Vehicle Gate	Voluntary Alt - Roof System
01.00 - Preconstruction	$ 10,000								
01.10 - General Conditions	$ 952,825								
02.40 - Demolition	$ 118,000		$ 2,006						
03.30 - Concrete	$ 663,805				$ 74,352				
03.35 - Polished Concrete	$ 28,890								
04.20 - Masonry	$ 228,576								
05.10 - Structural & Misc. Steel	$ 396,806		$ -						
06.10 - General Trades	$ 224,591		$ 6,214						
07.10 - Joint Sealants & Air Barrier	$ 54,678		$ 3,050						
07.50 - Roofing & Metal Panels	$ 1,464,441								$ (920,426)
08.10 - Hollow Metal Doors & Frames	$ 311,052								
09.83 - Overhead Doors	$ -								
08.80 - Glass & Glazing	$ 182,507		$ 37,725						
09.20 - Drywall & Framing	$ 369,780		$ 2,800						
09.30 - Tile	$ 52,625								
09.60 - Flooring	$ 31,395								
09.67 - Resinous Flooring	$ 26,500								
09.90 - Painting	$ 301,362								
10.14 - Signage	$ 44,770								
10.51 - Lockers	$ 72,820								
11.10- Vehicle Equipment	$ 517,475								
12.30 - Casework	$ 146,627								
13.10 - PEMB	$ 1,666,349				$ 226,674		$ 58,715		$ 407,437
21.10 - Fire Protection	$ 243,647								
22.10 - Plumbing	$ 620,684								
23.30 - HVAC	$ 772,497	$ 31,866				$ 376,301			
26.10 - Electrical	$ 1,006,560	$ 9,055						$ 14,145	
31.10 - Earthwork	$ 559,000			$ 10,740	$ 500				
31.30 - Fuel Tank Removal	$ 87,022								
31.60- Aggregate Piers	$ 217,400								
32.10 - Asphalt Paving	$ 151,379			$ 86,265	$ 600				
32.31 - Fences & Gates	$ 153,801							$ 14,700	
32.40 - Retaining Walls	$ 112,938								
32.80 - Landscaping & Irrigation	$ 90,515								
33.10 - Site Utilities	$ 339,690								
41.10 - OH Crane	$ 104,085								
Allowance - Temporary Conditioning	$ 50,000								
Allowance - Power Wash Existing Building	$ 7,000								
Allowance - Salt Barn Truss/Column Repairs	$ 102,000								
Allowance - Fire Alarm System (Permit Review Add)	$ 70,000								
Allowance - Tuck point repair behind fascia	$ 50,000								
Allowance - North Fire Hydrant Add (Permit Review Add)	$ 28,000								
Subtotal	**$ 12,632,092**	**$ 40,921**	**$ 51,795**	**$ 97,005**	**$ 302,126**	**$ 376,301**	**$ 58,715**	**$ 28,845**	**$ (512,989)**
Avg. Bids per Scope									
Construction Contingency	$ 505,284	$ 1,637	$ 2,072	$ 3,880	$ 12,085	$ 15,052	$ 2,349	$ 1,154	$ (20,520)
Owner Contingency	$ 505,284	$ 1,637	$ 2,072	$ 3,880	$ 12,085	$ 15,052	$ 2,349	$ 1,154	$ (20,520)
Permits, Bonds, Insurance	$ 580,474	$ 1,527	$ 1,933	$ 3,620	$ 11,273	$ 14,041	$ 2,191	$ 1,076	$ (19,141)
Fee	$ 320,021	$ 1,029	$ 1,302	$ 2,439	$ 7,595	$ 9,460	$ 1,476	$ 725	$ (12,896)
Total: Base Bid	**$ 14,543,154**	**$ 46,750**	**$ 59,173**	**$ 110,824**	**$ 345,165**	**$ 429,906**	**$ 67,079**	**$ 32,954**	**$ (586,066)**
Accepted Alternates	$ 505,785								
Total GMP	**$ 15,048,940**								

Amendment 01 – GMP Clarifications – Exhibit C

May 18th, 2026

GENERAL CLARIFICATIONS

Blue Springs Public Works Addition and Renovation

1. This Guaranteed Maximum Price (GMP) Proposal is based on the documents listed in Exhibit D. No work is included for any documents not listed.
2. This proposal does not include any changes to the Contract Documents associated with permit reviews. The specific allowances listed below for the fire alarm system, and north lot fire hydrant and line are allocated for these expected costs. Any other changes will be reviewed and priced after permit comments are received.
3. The following bid alternates are included in this proposal.
   - Alternate 1 (HVLS Fans)
   - Alternate 2 (Remove and Replace Exterior Glazing)
   - Alternate 4A (30'x180' Parking Structure)
   - Alternate 5 (BMC Controls)
   - Alternate 6 (Remove and Replace Wall Insulation/ Liner System)
   - Alternate 7 (Southeast Vehicle Gate)
   - Voluntary Alternate (Butler MP24 roof system at existing shop)
4. The following allowances listed below are included. Any unused allowances will be returned to the City of Blue Springs, including associated costs for bonds, insurance, and fee.
   - Temporary Conditioning - $50,000
   - Power Washing of Existing Building - $7,000
   - Salt Barn Truss/ Column Repair - $102,000
   - Fire Alarm System - $70,000
   - Tuck Point Repair Behind Fascia - $ 50,000
   - North Fire Hydrant Add - $ 28,000
5. Prevailing Wage is included.
6. Water for work is to be used from onsite sources.
7. Temporary power for jobsite to be used from onsite sources.
8. Price includes 1 initial city spoils removal with 1 additional spoils removal to clear area for laydown yard and HD asphalt.
9. Newkirk Novak Construction Partners jobsite will be set up to allow the City of Blue Springs to maintain their spoils stock pile area.
10. Aggregate pier system beneath the new pre-engineered metal building footprint is designed to meet 1" settlement criteria.
11. Soil testing at immediate underground tank locations only. No other site soil testing for contamination is included.

12. Cosmetic/surface repair of existing floor crack as shown in office area. All other structural repairs or enhancements to existing office slab are excluded.
13. With acceptance of the voluntary alternate, Butler MR-24 roof system will be provided at the existing shop, note R3 on A141, in lieu of the Imetco panel per the Contract Documents. The Butler MR-24 roof system will include removal of existing roof panels and simple saver system. New simple save insulation system will be provided.
14. Standard 20-year manufacturer's metal panel roof warranty. An extension to a 25-year warranty is available as an optional cost and is currently excluded.
15. The Construction Contingency is allocated to pay for unexpected costs that arise during construction that are not a result of an Owner or Design change or error. The money is in reserve and is not allocated to any specific area of work. It is a key aspect of risk management to ensure that the project meets its commitments in the event of surprise costs or delays. Such surprise costs and delays include, but are not limited to, errors that occur on behalf of the construction manager, scope gaps, and weather delays.
16. The Owner Contingency may be used for design or scope changes, Owner-directed modifications, unforeseen conditions not reasonably inferable from the Contract Documents, design errors or omissions, regulatory or third-party requirements, or other project-related costs that are the responsibility of the Owner. Expenditures from the Owner Contingency shall not be used to compensate the Construction Manager for costs that are otherwise included in the GMP or properly covered by the Construction Contingency.

THE FOLLOWING ITEMS ARE NOT INCLUDED IN OUR PROPOSAL:

1. State, County, and Local Sales or use taxes.
2. Special inspections services (soils, asphalt, concrete, steel, etc.)
3. Testing for and removal of hazardous materials.
4. Overtime premiums.
5. Any items, equipment, and furniture indicated to be provided by Owner.
6. Temporary Utilities Usage Cost, Water, Electrical, and Gas. These will be Owner provided.
7. Firestopping.
8. Any work shown outside of areas noted in Contract Documents.
9. Unsuitable soil mitigation.
10. Rock Excavation.

EXHIBIT D – CONTRACT DOCUMENTS

Blue Springs Public Works Renovation & Expansion
Newkirk Novak Project No. N5-0697

1. The Contract between Owner and Contractor and all exhibits attached to this Contract.
2. Project Manual including specification sections dated March 12, 2026
3. Addenda, as follows:
    a. Addendum No. 01 dated March 24, 2026
    b. Addendum No. 02 dated April 6, 2026
4. Drawings prepared by SFS Architecture as follows:

Sheet	Title	Date
A001	ARCHITECTURAL SITE PLAN AND SITE DETAILS	4/6/2026
A002	ADD ALTERNATE 4 - COVERED PARKING	3/12/2026
A051	SLAB EDGE AND DRAINAGE PLAN	4/6/2026
A111	FLOOR PLAN	4/6/2026
A121	ENLARGED AND MEZZANINE PLANS	3/24/2026
A122	ENLARGED AND MEZZANINE PLANS	4/6/2026
A131	CEILING PLAN	3/24/2026
A141	ROOF PLAN	3/24/2026
A151	FINISH PLAN AND LEGEND	4/6/2026
A161	FURNITURE AND EQUIPMENT PLAN	4/6/2026
A201	EXTERIOR ELEVATIONS	4/6/2026
A211	INTERIOR ELEVATIONS	4/6/2026
A212	INTERIOR ELEVATIONS	4/6/2026
A301	BUILDING SECTIONS	3/24/2026
A311	VERTICAL CIRCULATION SECTIONS & DETAILS	4/6/2026
A321	WALL SECTIONS	3/24/2026
A322	WALL SECTIONS	3/12/2026
A323	WALL SECTIONS	3/24/2026
A324	WALL SECTIONS	4/6/2026
A511	PLAN DETAILS	3/24/2026
A521	SECTION DETAILS	3/12/2026
A522	SECTION DETAILS	4/6/2026
A531	CEILING DETAILS	3/24/2026
A541	CASEWORK DETAILS	4/6/2026
A561	SIGNAGE PLAN, TYPES, AND SCHEDULES	3/12/2026
A562	SIGNAGE ELEVATIONS AND DETAILS	3/12/2026
A601	SCHEDULES, DOOR, AND WINDOW TYPES	4/6/2026
A602	POLYCARBONATE ELEVATIONS	3/24/2026
AD111	DEMOLITION FLOOR AND ROOF PLAN	4/6/2026
AD121	ELEVATION AND CEILING DEMOLITION PLAN	3/24/2026
C100	TITLE SHEET	3/12/2026
C101	GENERAL NOTES	3/12/2026
C102	EXISTING CONDITIONS	3/12/2026
C103	DEMOLITION PLAN	3/12/2026
C200	SITE DIMENSION PLAN	3/12/2026

C201	SITE DIMENSION PLAN	3/12/2026
C300	GRADING PLAN	3/12/2026
C301	GRADING PLAN	3/12/2026
C302	GRADING DETAIL	3/12/2026
C303	GRADING DETAIL	3/12/2026
C400	UTILITY PLAN	3/24/2026
C401	UTILITY PLAN	3/24/2026
C500	OVERALL STORM SEWER PLAN	3/12/2026
C501	STORM SEWER PLAN & PROFILE	3/12/2026
C502	STORM SEWER PLAN & PROFILE	3/12/2026
C503	STORM SEWER PLAN & PROFILE	3/12/2026
C600	DRAINAGE MAP	3/12/2026
C601	DRAINAGE CALCULATIONS	3/12/2026
C700	EROSION CONTROL - PRE-CONSTRUCTION	3/12/2026
C701	EROSION CONTROL - CONSTRUCTION	3/12/2026
C702	EROSION CONTROL - POST-CONSTRUCTION	3/12/2026
C703	EROSION DETAILS	3/12/2026
C800	STANDARD DETAILS	3/24/2026
C801	STANDARD DETAILS	3/12/2026
C802	STANDARD DETAILS	3/12/2026
C803	STANDARD DETAILS	3/12/2026
E001	ELECTRICAL NOTES, ABBREVIATIONS AND LEGENDS	3/12/2026
E111	LEVEL 1 POWER PLAN	4/6/2026
E211	LEVEL 1 LIGHTING PLAN	3/12/2026
E241	ROOF POWER PLAN	3/12/2026
E311	ENLARGED ELECTRICAL PLANS	3/12/2026
E511	ELECTRICAL DETAILS	3/12/2026
E521	ELECTRICAL ONE-LINE DIAGRAMS	3/12/2026
E611	ELECTRICAL SCHEDULES	3/24/2026
E621	ELECTRICAL PANEL SCHEDULES	3/12/2026
E631	ELECTRICAL PANEL SCHEDULES	4/6/2026
ED111	LEVEL 1 ELECTRICAL DEMOLITION PLAN	3/12/2026
Q001	EQUIPMENT ABBREVIATIONS, NOTES, AND SYMBOLS	3/12/2026
Q101	OVERALL EQUIPMENT PLAN	3/12/2026
Q102	OVERALL OVERHEAD EQUIPMENT PLAN	3/12/2026
Q301	EQUIPMENT SECTIONS	3/12/2026
Q401	ENLARGED EQUIPMENT PLANS	3/12/2026
Q501	EQUIPMENT DETAILS	3/12/2026
QG101	OVERALL SIGNAGE AND STRIPING PLAN	3/12/2026
QG501	SIGNAGE AND STRIPING DETAILS	3/12/2026
QS001	SERVICE EQUIPMENT ABBREVIATIONS, NOTES, AND SYMBOLS	3/12/2026
QS101	OVERALL SERVICE EQUIPMENT PLAN - FIRST FLOOR	3/12/2026
QS102	OVERALL OVERHEAD SERVICE EQUIPMENT PLAN	3/12/2026
QS301	SERVICE EQUIPMENT SECTIONS	3/12/2026
QS401	ENLARGED SERVICE EQUIPMENT PLANS	3/12/2026
QS501	SERVICE EQUIPMENT DETAILS	3/12/2026
QS502	SERVICE EQUIPMENT DETAILS	3/12/2026
FX001	FIRE SUPPRESSION NOTES AND LEGENDS	3/24/2026
FX111	LEVEL 1 FIRE SUPPRESSION PLAN	3/24/2026
FX501	FIRE SUPPRESSION DETAILS	4/6/2026
0	BLUE SPRINGS PUBLIC WORKS - RENOVATION & EXPANSION	3/12/2026

G002	CODE SUMMARY	4/6/2026
G004	CLEARANCES, MOUNTING HEIGHTS & ASSEMBLY INFO	3/24/2026
L100	LANDSCAPE PLAN	3/12/2026
L200	LANDSCAPE DETAILS	3/12/2026
M001	MECHANICAL LEGEND	3/12/2026
M002	MECHANICAL NOTES AND ABBREVIATIONS	3/12/2026
M111	LEVEL 1 MECHANICAL PLAN	3/24/2026
M141	ROOF MECHANICAL PLAN	3/12/2026
M400	MECHANICAL SECTIONS	3/12/2026
M511	MECHANICAL DETAILS	3/12/2026
M521	MECHANICAL DETAILS	3/12/2026
M531	MECHANICAL DETAILS	3/12/2026
M611	MECHANICAL SCHEDULES	3/12/2026
M700	MECHANICAL CONTROLS	3/24/2026
M701	MECHANICAL CONTROLS	3/12/2026
M702	MECHANICAL CONTROLS	3/12/2026
MD111	LEVEL 1 MECHANICAL DEMOLITION PLAN	3/24/2026
MD141	ROOF MECHANICAL DEMOLITION PLAN	3/12/2026
MEPF01	MEPF SITE PLAN	3/24/2026
P001	PLUMBING NOTES, ABBREVIATIONS AND LEGEND	3/12/2026
P101	LEVEL 0 BELOW GRADE PLUMBING PLAN	3/12/2026
P111	LEVEL 1 WASTE AND VENT PLAN	3/12/2026
P211	LEVEL 1 DOMESTIC WATER AND GAS PLAN	3/12/2026
P241	ROOF PLUMBING PLAN	3/12/2026
P311	ENLARGED PLUMBING PLANS	3/12/2026
P511	PLUMBING DETAILS	3/12/2026
P512	PLUMBING DETAILS	3/12/2026
P601	PLUMBING SCHEDULES	4/6/2026
P901	3D PLUMBING RISERS	3/12/2026
P902	3D PLUMBING RISERS	3/12/2026
P903	3D PLUMBING RISERS	3/12/2026
P904	3D PLUMBING RISERS	3/12/2026
PD101	LEVEL 0 BELOW GRADE PLUMBING PLAN DEMO	3/12/2026
PD111	LEVEL 1 PLUMBING DEMO	3/12/2026
S001	STRUCTURAL GENERAL NOTES	3/24/2026
S030	TYPICAL DETAILS - CONCRETE	3/12/2026
S031	TYPICAL DETAILS - CONCRETE	3/12/2026
S040	TYPICAL DETAILS - MASONRY	3/12/2026
S050	TYPICAL DETAILS - STEEL	3/12/2026
S054	TYPICAL DETAILS - CFS	3/12/2026
S100	FOUNDATION PLAN	4/6/2026
S101	MEZZANINE & LOW ROOF FRAMING PLAN	4/6/2026
S102	SALT STORAGE REPAIRS	3/12/2026
S500	FOUNDATION SECTIONS	4/6/2026
S501	FOUNDATION SECTIONS	3/12/2026
S502	FRAMING SECTIONS	4/6/2026
S503	FRAMING SECTIONS	3/12/2026
S999	ISOMETRIC	3/12/2026

BLUE SPRINGS
MISSOURI

CITY COUNCIL

May 18, 2026

EXHIBITS FOR PUBLIC HEARING

FORD PARTS STORAGE

ANNEXATION

(ANNX-03-26-9856)

EXHIBIT #1 City Council Information Form dated May 12, 2026 with the following attachments: Staff report with attachments: Site Location Maps; Petition of Voluntary Annexation with attachments; Affidavit of Publication in The Examiner on April 25, 2026; 185-ft. Notification Map; Names/addresses of property owners within 185-ft. of site; Copy of letter sent to said property owners and Bill approving Annexation

EXHIBIT 1
CITY COUNCIL
FORD PARTS STORAGE
ANNEXATION
(ANNX-03-26-9856)
MAY 18, 2026

Council Meeting Date: May 18, 2026

Agenda Item #: 7 & 8

BLUE SPRINGS
MISSOURI

CITY COUNCIL INFORMATION FORM

DATE SUBMITTED: May 12, 2026

ITEM TYPE: Public Hearing / Ordinance

SUBMITTED BY: Shantele Frie

CONTRACT NUMBER: N/A

DEPARTMENT: City Development

STRATEGIC PLAN PRIORITY: Balanced Growth

ITEM DESCRIPTION

A public hearing is being held at the request of the Applicant, Blaine Balderston, on behalf of BFRE, LLC, for consideration to approve an annexation of property (approximately 4.91 acres) located at 3110 SW EB Highway 40 into the City limits. (ANNX-03-26-9856) Upon conclusion of the public hearing, a Bill approving the Annexation will be ready for introduction and the first reading only.

BACKGROUND

The property owners are petitioning to annex approximately 4.91 +/- acres into the corporate limits of the City of Blue Springs. A Pre-Application meeting was held on March 11, 2026, to discuss potential further development of the currently unincorporated property. Annexation into the City is required prior to development in order to access and utilize available public utility services. The subject property is currently developed and utilized as the Ford Parts Storage building.

The current request before the City Council is for the public hearing and first reading of the proposed Annexation Bill. The second reading is scheduled for the June 1, 2026, City Council meeting.

STAFF RECOMMENDATION

Staff recommends approval of the Annexation (ANNX-03-26-9856).

LIST OF REFERENCE DOCUMENTS ATTACHED

1. Site Location Maps; Petition of Voluntary Annexation with attachments; Affidavit of Publication in The Examiner on April 25, 2026; 185-ft. Notification Map; Names/addresses of property owners within 185-ft. of site; Copy of letter sent to said property owners.
2. Bill approving Annexation

REVIEWED BY

Requesting Director: Nic Hutchison

Administration: George Schmitz

Budget: N/A

Legal: James Newell

Assistant City Administrator: Click or tap here to enter text.Dennis Dovel



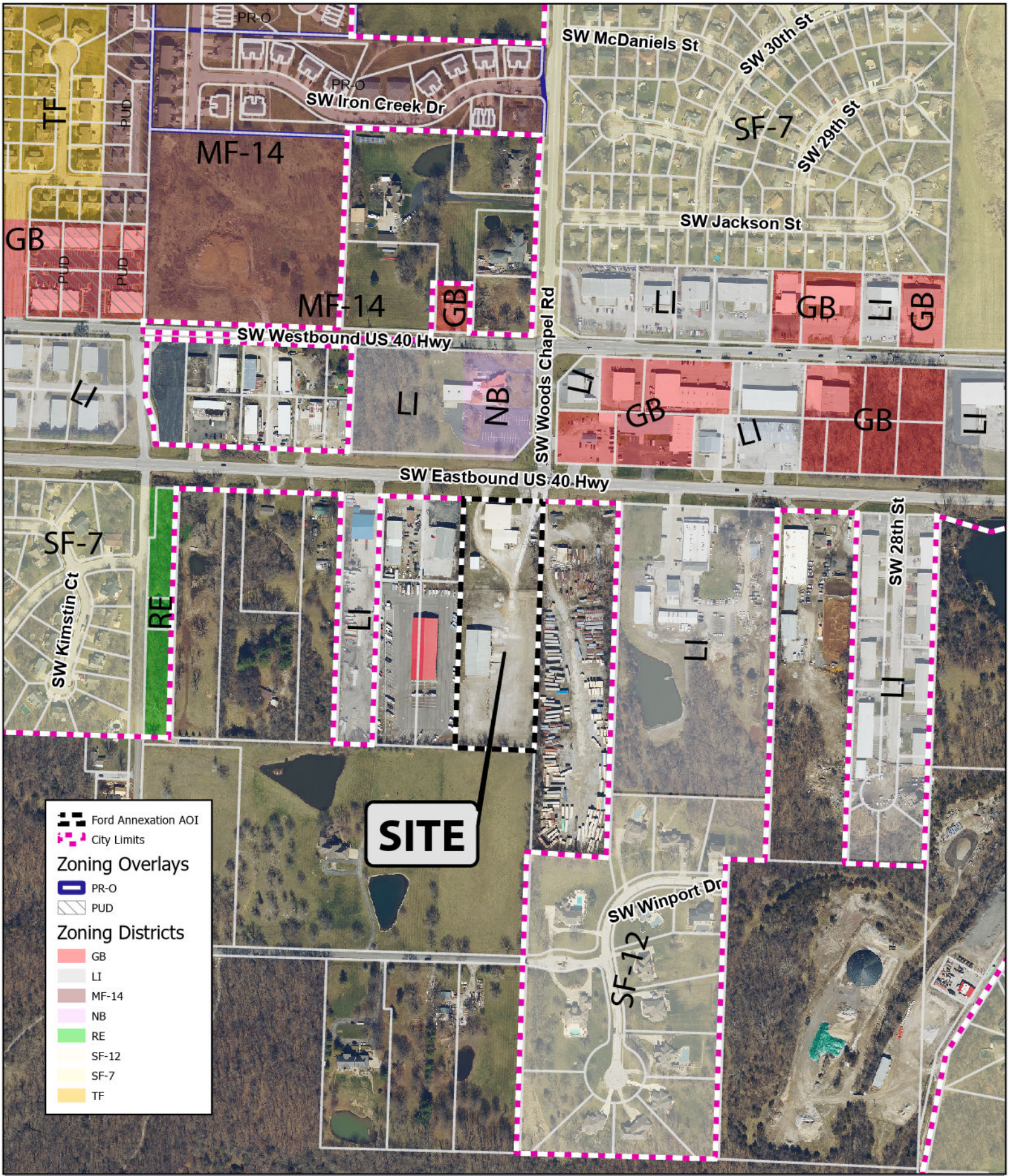
BLUE SPRINGS MISSOURI

ANNX-03-26-009856
3110 SW US 40 HWY Unit A
AERIAL LOCATION MAP

N

1" = 400'

Date: 03/06/26



BLUE SPRINGS MISSOURI

ANNX-03-26-009856
3110 SW US 40 HWY Unit A
SITE LOCATION AND ZONING MAP

N

1" = 400'

Date: 04/10/26

BLUE SPRINGS
MISSOURI

PETITION OF VOLUNTARY ANNEXATION TO THE CITY OF BLUE SPRINGS

I/We, the undersigned BFRE, LLC hereinafter referred to as the Petitioner, for our petition to the City Council of the City of Blue Springs, Missouri, state and allege as follows:

1. That I/We are the owners of record of the real estate in Jackson County, Missouri described as follows to wit:
    a. Legal Survey Annexation Map drawing of property. No. of Acres 4.91
    b. Legal Description to be provided in electronic format, preferably Microsoft Word
    c. Parcel No 42-210-05-07-00-0-00 Sec. Twp. Rng. S2 T48N R31W
    d. Proof of Ownership of property described
    e. Clearly and accurately describe any existing land uses and structures (e.g. residences, billboards, etc.)
2. That I/We agree to post one or more Public Hearing signs provided by the City.
3. That I/We acknowledge the City will send notification to property owners within 185 ft. of my property. The City will also legally publish notice of hearing. The cost which I/We are responsible for reimbursing.
4. That the said real estate is not now a part of any incorporated municipality.
5. That the said real estate is contiguous to the existing corporate limits of the City of Blue Springs, Missouri.
6. That I/We have attached herewith a list of all contiguous holdings in which I/We have ownership interest.
7. That I/We request that the said real estate be annexed to, and be included within the corporate limits of the City of Blue Springs, Missouri, as authorized by the provisions of Section 71.012 RSMo 1986.

Dated this 11 day of May, 2026.

/s/ BFRE LLC — Blaine Balderston

Property Owner(s) / Affiant(s) — Please Print Name

3200 NW South Outer Rd — Blue Springs MO 64015

Address — City/State/Zip Code

816-229-4400 — bbalderston@bluespringsford.com

Phone No. — Fax No. — Email

ACKNOWLEDGEMENT AND VERIFICATION BY INDIVIDUALS

STATE OF MISSOURI)

) SS

COUNTY OF JACKSON

Dated this 11th day of May, 2026, before me personally appeared Blaine Balderston, being of lawful age and after being duly sworn, to me known to be the person(s) described in and who executed the foregoing instrument, and acknowledged that he/she/they subscribed, affirmed and executed the same as their free act and deed, and further verified to me under oath that affiant(s) has/have read the foregoing Petition of Voluntary Annexation and that the facts set forth therein are true and correct.

IN WITNESS AND TESTIMONY WHEREOF, I have hereunto set my hand and affixed my official seal at my office in Blue Springs, Missouri the day and year first above written.

/s/ Mary S. Peterie

Notary Public

MARY S. PETERIE
NOTARY PUBLIC - NOTARY SEAL
STATE OF MISSOURI
MY COMMISSION EXPIRES DECEMBER 16, 2027
CASS COUNTY
COMMISSION #11498755

My Official Term Expires: 12-16-2027

(Seal)

ACKNOWLEDGEMENT AND VERIFICATION BY CORPORATION

STATE OF MISSOURI)

) SS

COUNTY OF JACKSON

On this _____ day of _____, 20___, before me personally appeared _____ _____, of lawful age, to me known to be the person(s) described in and who being by me duly sworn did state that he/she is the _____ of_____ _____ and that the seal affixed to the foregoing instrument is the Corporate Seal of said Corporation and that he/she has signed this document by authority of its Board of Directors, and said _____subscribed, affirmed and acknowledged said instrument to be the free act and deed of said Corporation, and further verified to me under oath to me that affiant has read the foregoing Petition of Voluntary Annexation and that the facts set forth therein are true and correct, according to affiant's best knowledge and belief.

IN WITNESS AND TESTIMONY WHEREOF, I have hereunto set my hand and affixed my official seal in the County and State aforesaid, the day and year first above written.

/s/_____

Notary Public

My Official Term Expires:_____

(Seal)

ANNEXATION AGREEMENT

THIS ANNEXATION AGREEMENT, entered into this 11 day of May, 2026 by and between the City of Blue Springs, Missouri, a constitutional charter city and Municipal Corporation (the "City") and BFRE LLC, a LLC[1] of the State of Missouri[2] (the "Owner").

WHEREAS, the Owner owns in fee simple approximately 4.91 acres of real property generally located 3110 SW E VS 40 Hwy, in unincorporated Jackson County; and

WHEREAS, the Owner has filed a petition for voluntary annexation of said property; and

WHEREAS, prior to annexing said property, the City and Owner desire to define their duties and responsibilities to ensure that in the event the City chooses, in its discretion, to annex said property, that the development of the property and the provisions of city water and/or sewer services to said property is coordinated; and

WHEREAS, said property is currently zoned LI[3], light industrial[4], by Jackson County; and

WHEREAS, if said property is annexed, the property will retain its current county zoning classification in accordance with Section 89.191 of the Revised Missouri Statutes (2000) until such zoning is affirmatively changed by the City through its regular rezoning procedures; and

WHEREAS, the Owner desires for the City to extend its water and/or services and corporate boundaries and to annex said property; and

WHEREAS, the City, in the exercise its police powers, desires to provide for the extension of water and/or sewer services and for the orderly development of said property in accordance with the City's ordinances, policies, practices and procedures if, in its discretion, it annexes said property,

---

[1] Type of business organization, or "Individual"
[2] State of Organization
[3] Abbreviation of county zoning district
[4] Name of county zoning district

WHEREAS, the City and the Owner acknowledge that the availability, timing, and provision of certain municipal or utility services to the Property following annexation may depend, in whole or in part, upon approvals, facilities, capacity, construction, or actions of third-party utility providers or districts not owned or controlled by the City, including but not limited to any applicable water district, and that annexation of the Property does not itself guarantee the immediate availability of such services; and

WHEREAS, the City is authorized to enter into such agreements as an exercise of its police powers and pursuant to the Missouri Constitution; the Blue Springs Charter; and Chapter 70, 91, and 250 of the Revised Statutes of Missouri (2000).

NOW THEREFORE, inconsideration of the mutual covenants hereinafter set forth, the parties hereto agree as follows:

1. The terms of this Agreement apply to the property legally described in Exhibit A. attached hereto and incorporated herein (the "Property").
2. The Owner has filed a petition for voluntary annexation of the Property into the corporate limits of the City.
3. The parties agree that annexation of the Property does not itself guarantee the immediate availability or provision of water service, sewer service, or any other municipal or utility service to the property. To the extent any such service is provided, in whole or in part, by a third-party utility, the City makes no representation, warranty, or guarantee as to the timing, capacity, availability, location, cost, or feasibility of such service. Any municipal services provided directly by the City's ordinances, policies, and procedures.
    a. Third Party Utility Provider Acknowledgement: The owner acknowledges and agrees that third-party utility service to the Property may be furnished by a separate water district, utility provider, or other entity not owned, operated, or controlled by the City. The extension, connection, approval, timing, capacity, design, construction, or cost such service may require separate action by third-party provider and may be subject to easements, off-site improvements, reimbursements obligations, or other conditions beyond the City's control. The City shall not be liable for any delay in, limitation on, or

unavailability of water service or other utility service to the property to the extent caused by or dependent upon a third-party provider of district.

b. No Reliance on Utility Timing: The owner acknowledges that it is not relying upon any statement, representation, or expectation that water service or other utility services will be available to the property within any particular period of time unless expressly set forth in a separate written agreement approved by the City Council. The owner assumes the risk that development of the property may be delayed by utility availability or third-party provided requirements.

4. The parties agree that upon annexation of the Property into the corporate limits of the City, no municipal service for water and/or sewer will be provided to the Property until the Owner has filed, and the City has approved, an application to rezone the Property from its County zoning classification to a City zoning classification, in accordance with the City's regular rezoning procedures. And any such service shall remain subject to availability, capacity, and approval by the applicable service provider.
5. The parties that the Owner will file an application to rezone the Property from its county zoning classification to a City zoning classification, in accordance with the City's regular rezoning procedures, prior to requesting the extension of municipal water and/or sewer services.
6. Any rezoning of property and any provision of city services shall be in accordance with the Blue Springs Code of Ordinances and any other applicable city ordinance requirements.
7. The parties agree that execution of this Agreement does not in any way constitute a waiver of any requirements of applicable City ordinances with which the Owner must comply in the event the City annexes the Property.
8. Owner agrees to record this Agreement with Jackson County, Missouri, and to pay the costs of said recording and provide a copy of the recorded Agreement to the City. The covenants herein shall run with the land described n Exhibit A attached hereto and shall be binding and inures to the benefit of the partied hereto and their successors and assigns ad on any future and subsequent purchases.

9. The parties agree to this Agreement does not, in any respect, constitute the commitment of the City, the City Council, or any City's elected officials to exercise legislative discretion to approve the petition for annexation to rezone the Property to any particular City zoning classification, nor does it nor does it constitute the commitment that any appointed City official will exercise his or her administrative responsibilities, respecting the petition for annexation or an application for rezoning, in any particular manner, except that these responsibilities will be in accordance with City ordinance, policies and procedures.
10. The parties agree, and the Owner specifically acknowledges, that in connection with any application for rezoning on Property to a residential district for the purpose of development, the "PR-O, Planned Residential Overlay District" regulations may also be applied to the Property, upon application by the Owner, the city, the Planning Commission or City Council for the PR-O District designation and upon approval by the City Council, in its legislative discretion, of the PR-O District designation.
11. This Agreement shall constitute the complete agreement between the parties and any modification shall be in writing and signed by both parties. Any provisions of this Agreement which is not enforceable according to law will be severed here from, and the remaining provisions shall be enforced to the fullest extent permitted by law.
12. The undersigned represent that they each have the authority and capacity from the respective parties to execute this Agreement. This Agreement shall not be valid until executed by the parties and approved by the ordinance duly enacted by the City Council of the City of Blue Springs, Missouri.
13. This Agreement may be terminated in writing by either party, at its option if the City has not annexed the Property within 180 days from the Execution of the Agreement.

IN WITNESS WHEREOF, the parties have executed this Agreement on the date first written above.

OWNER/DEVELOPER

BFRE, LLC

Printed Name

Blaine Balderston

ATTEST:

(Seal)

CITY OF BLUE SPRINGS

Christine Cates, City Administrator

Erin Ford, City Clerk

APPROVED AS TO FORM

Jennifer Baird, City Attorney

UNANIMOUS WRITTEN CONSENT OF THE MEMBERS IN LIEU OF ANNUAL MEETING OF BFRE, LLC

January 20, 2026

We, the undersigned, being all of the Members of BFRE, LLC, a Missouri limited liability company ("Company"), do hereby consent to and adopt the following resolutions:

RESOLVED, that the Members of the Company hereby elect Blaine Balderston to serve as the Manager of the Company until the next annual meeting of the Company or until his successor has been elected and qualified.

RESOLVED FURTHER, that solely for the purposes of Paragraph 9.7 of the Operating Agreement, the Members of the Company and the Company do hereby agree that the Purchase Price of each One Percent (1%) Interest in the Company shall be Forty Thousand Dollars ($40,000.00), effective as of the date of this Consent.

THIS CONSENT shall have the same force and effect as the unanimous vote of the Members at a duly called and held meeting, including the execution and delivery of all necessary documents.

IN WITNESS WHEREOF, we have hereunto subscribed our names effective as of the date first written above.

MANAGER:

Blaine Balderston, Manager

MEMBERS:

Kenneth Woodward, Trustee of
Trust B established under the
Karanne Balderston 2014 Irrevocable
Trust dated March 18, 2014

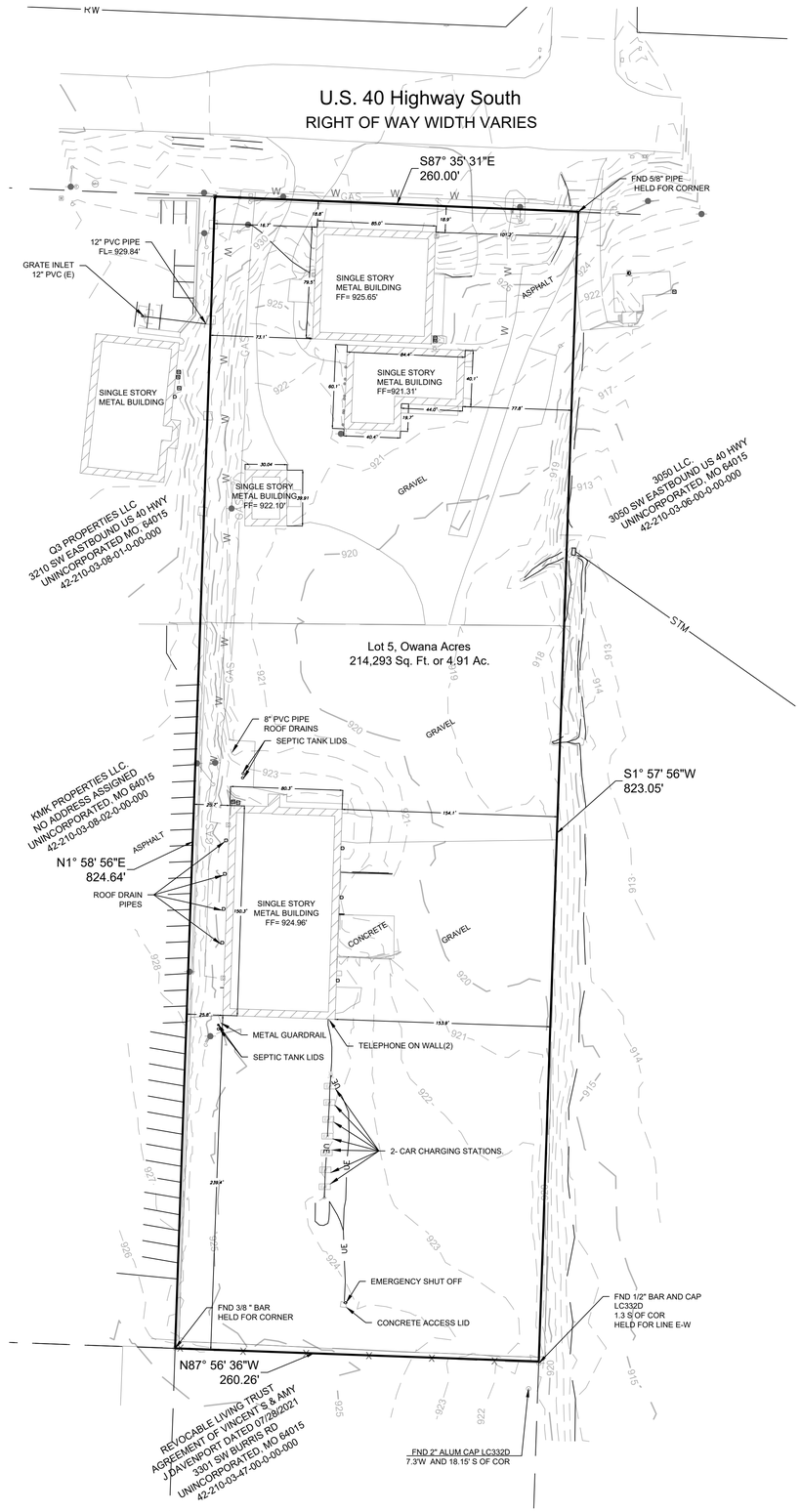
Kenneth Woodward, Trustee of
Trust B established under the
McCall Balderston 2014 Irrevocable
Trust dated March 18, 2014

[*Signatures continue on next page.*]

Received
03/26/2026 3:53:13 PM

Kenneth Woodward, Trustee of
Trust B established under the
Blaine Balderston 2014 Irrevocable
Trust dated March 18, 2014

Received
03/26/2026 3:53:16 PM

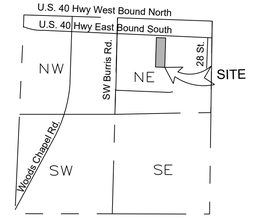


Certificate of Survey

Lot 5, ONAWA ACRES

Section 2, Township 48 North, Range 31 West

Jackson County, Missouri



LOCATION MAP
SECTION 2-T48N-R31W

Property Descriptions

Lot 5 of OWANA ACRES, A SUBDIVISION OF JACKSON COUNTY,MISSOURI- In Jackson County, Missouri

Survey Parcel Information

1. Monuments were placed at all major corners of the boundary, unless already marked or referenced by existing monuments
2. Address of subject property
   -3110 SW Eastbound US 40 HWY, Unincorporated MO, 64015
3. Flood Zone Classification
   -Located outside the 100 year flood plain per panel 29095C0318G, dated January 20, 2017.
4. Gross land area
   -Lot Area 214,293 sq. ft (4.91 Ac.)

6.a. Current Zoning Classification- No Zoning letter Provided.
   -Light Industrial (LI).

8. Substantial features observed in the process of conducting the survey.
9. Striping, number and type of parking spaces in parking areas, lots and structures
   No delineated parking stripe areas on site.

11.b. Location of utilities existing based upon markings coordinated by the surveyor pursuant to private utility locate request and plans provided to Surveyor.
   -Locate Ticket # 250984439

16. There is no observed evidence of current earth moving work, building construction or building additions
17. There have been no apparent changes to the street right of way
19. Professional liability insurance policy obtained by the surveyor in the minimum amount of $1,000,000 to be in effect throughout the contract term. Certificate of insurance to be furnished upon request, but this item shall not be addressed on the face of the plat or map.

SURVEYOR'S GENERAL NOTES:

1). This survey is based upon the following information provided by the client or researched by this surveyor.
(A). Subdivision Plat of Survey, Doc. 1946I0522765.

2). This survey meets or exceeds the accuracy standards of a (SUBURBAN) Property Boundary Survey as defined by the Missouri Standards for Property Boundary Surveys.

3). Title report was furnished by Stewart Title of Kansas City, Policy Number 01061684, Effective may 22, 2001 at 8:00 AM

4). Bearings shown hereon are based upon Missouri State Plane West Coordinate System using MODOT VRS System..

5). This company assumes no responsibility in the location of existing utilities within the subject premises. This is an above-ground survey. The underground utilities, if shown, are based on information provided by the various utility companies and these locations should be considered approximate.

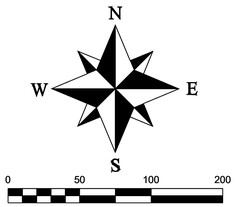
6). Subsurface and environmental conditions were not surveyed or examined or considered as a part of this survey. No evidence or statement is made concerning the existence or underground or overhead conditions, containers or facilities that may affect the use or development of this property. No attempt has been made to obtain or show data concerning existence, size, depth, conditions, capacity or location of any utility existing on the site, whether private, municipal or public owned.

LEGEND

These standard symbols will

be found in the drawing.

- Set 1/2" Rebar & Cap(LS-2005008319-D)
- Found Survey Monument (As Noted)
- Light Pole
- Fire Hydrant
- Water Valve
- AC — Air Conditioning Unit
- Roof Drain
- B — Pipe Bollard
- Yard Hydrant
- EAT — Car Charging Station
- X — Barb Wire Fence
- Chainlink Fence
- W — Existing Water Line
- OHE — Existing Overhead Power
- T — Existing Underground Telephone
- E — Existing Underground Electric



CERTIFICATION

I hereby certify that this Certificate of Survey is based upon an actual survey performed by me or under my direct supervision and that said survey meets or exceeds the current Missouri Minimum Standards for Property Boundary Surveys jointly established by the Missouri Board for Architects, Professional Engineers, Professional Land Surveyors, and Landscape Architects and the Missouri Department of Natural Resources, Division of Geological Survey and Resources Assessment to the best of my professional abilities, knowledge and belief.

_____ Date:_____
Matthew J. Schlicht, MO PLS 2012000102
Midwest Engineering Solutions, LLC. LS-2005008319-D

REVISIONS

DATE	

Certificate of Survey
Section 2, Twp. 48 N, Rng. 31 W
Jackson County, Missouri

Certificate of Survey

SHEET	SECTION	TOWNSHIP	RANGE	COUNTY	JOB NO.
1 OF 1	02	48N	31 W	Jackson	3110 SW EB 40 HWY

DRAWN BY: TSA
SCALE: 1"=50'
DATE OF PREPARATION: APRIL 29, 2025

PROFESSIONAL SEAL

ENGINEERING SOLUTIONS
ENGINEERING & SURVEYING
50 SE 30TH STREET
LEE'S SUMMIT, MO 64082
P:(816) 623-9888 F:(816)623-9849

Received
03/26/2026 3:52:56 PM

THE EXAMINER

AFFIDAVIT OF PUBLICATION

State of Florida, County of Broward, ss:

I, Anjana Bhadoriya, of lawful age, being duly sworn upon oath depose and say that I am an agent of Column Software, PBC, duly appointed and authorized agent of the Publisher of Examiner, a publication that is a "legal newspaper" as that phrase is defined for the city of Independence, for the County of Jackson, in the state of Missouri, that this affidavit is Page 1 of 1 with the full text of the sworn-to notice set forth on the pages that follow, and that the attachment hereto contains the correct copy of what was published in said legal newspaper in consecutive issues on the following dates:

Publication Dates:

- Apr 25, 2026

Printer's Fee: $86.44

Anjana Bhadoriya

_____

Anjana Bhadoriya
Agent

VERIFICATION

State of Florida
County of Broward

Signed or attested before me on this: 04/27/2026

S Smith

Sheri Smith
Notary Public - State of Florida
Commission # HH269383
Expires on 05/31/2026
Notarized remotely online using communication technology via Proof.

SHERI SMITH
Notary Public - State of Florida
Commission # HH269383
Expires on May 31, 2026

PUBLIC NOTICE

ANNEXATION I ANNX-03-26-9856
"3110 SW Eastbound US 40 HWY"
Parcel #: 42-210-03-07-00-0-00-000

Notice is hereby given that a public hearing will be held by the City Council of the City of Blue Springs on **Monday, May 18, 2026,** at 6:00 p.m. in the Howard L. Brown Public Safety Building located at 1100 SW Smith Street, Blue Springs, MO.

The purpose of this public hearing is to receive comments from interested parties and citizens regarding a request by Blaine Balderstone, BFRE, LLC, to annex approximately 4.91 +/- acres into the corporate limits of the City of Blue Springs. The subject property, owned by the applicant, consists of four existing buildings currently used for storage and warehouse purposes.

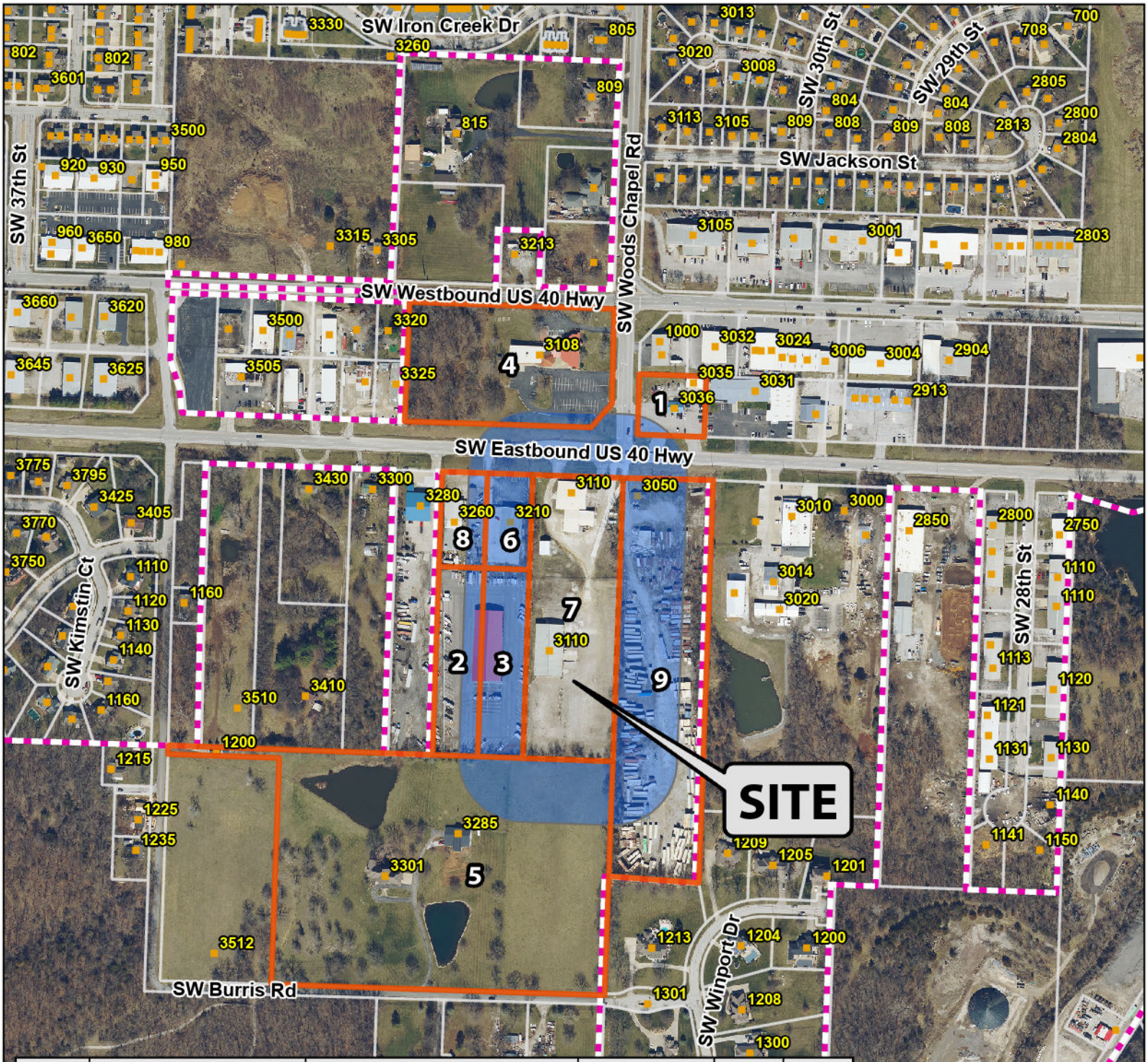
Interested parties may view the application materials on file by submitting a request via email to ComDevLegal@bluespringsgov.com or calling (816) 228-0207 for more information. The site is legally described as follows:

Lot 5 of OWANA ACRES, A SUBDIVISION OF JACKSON COUNTY, MISSOURI

CITY OF BLUE SPRINGS
City Council

Published in the Examiner, Apr 25, 2026

4496950



MAP ID	PARCEL NUMBER	SITUS ADDRESS	CITY	STATE	ZIP
1	42-210-01-13-00-0-00-000	3035 SW EASTBOUND US 40 HWY	BLUE SPRINGS	MO	64015
2	42-210-03-10-00-0-00-000	NO ADDRESS ASSIGNED BY COUNTY	UNINCORPORATED	MO	64015
3	42-210-03-08-02-0-00-000	NO ADDRESS ASSIGNED BY COUNTY	UNINCORPORATED	MO	64015
4	42-210-02-01-00-0-00-000	3108 W WESTBOUND US 40 HWY	BLUE SPRINGS	MO	64015
5	42-210-03-47-00-0-00-000	3285 SW BURRIS RD	UNINCORPORATED	MO	64015
6	42-210-03-08-01-0-00-000	3210 SW EASTBOUND US 40 HWY	UNINCORPORATED	MO	64015
7	42-210-03-07-00-0-00-000	3110 SW EASTBOUND US 40 HWY	UNINCORPORATED	MO	64015
8	42-210-03-09-00-0-00-000	3260 SW EASTBOUND US 40 HWY	UNINCORPORATED	MO	64015
9	42-210-03-06-00-0-00-000	3050 SW EASTBOUND US 40 HWY	UNINCORPORATED	MO	64015

BLUE SPRINGS MISSOURI

ANNX-03-26-009856
3110 SW US 40 HWY Unit A
185' NOTIFICATION MAP

N

1" = 400'

Date: 04/10/26

MAP ID	PARCEL NUMBER	SITUS ADDRESS	CITY	STATE	ZIP	OWNER	OWNER ADDRESS
1	42-210-01-13-00-0-00-000	3035 SW EASTBOUND US 40 HWY	BLUE SPRINGS	MO	64015	D&S INVESTING LLC	7821 S ARNETT GRAIN VALLEY MO 64014
2	42-210-03-10-00-0-00-000	NO ADDRESS ASSIGNED BY COUNTY	UNINCORPORATED	MO	64015	KMK PROPERTIES LLC	8555 W 172ND TER STILWELL KS 66085
3	42-210-03-08-02-0-00-000	NO ADDRESS ASSIGNED BY COUNTY	UNINCORPORATED	MO	64015	KMK PROPERTIES LLC	8555 W 172ND TER STILWELL KS 66085
4	42-210-02-01-00-0-00-000	3108 W WESTBOUND US 40 HWY	BLUE SPRINGS	MO	64015	CHAPEL HILL PRESBYTERIAN CHURCH	3108 W US 40 HWY BLUE SPRINGS MO 64015
5	42-210-03-47-00-0-00-000	3285 SW BURRIS RD	UNINCORPORATED	MO	64015	REVOCABLE LIVING TRUST AGREEMENT OF VINCENT S & AMY J DAVENPORT DATED 07/28/2021	3285 SW BURRIS RD BLUE SPRINGS MO 64015
6	42-210-03-08-01-0-00-000	3210 SW EASTBOUND US 40 HWY	UNINCORPORATED	MO	64015	Q3 PROPERTIES LLC	1605 NW WOODBURY DR GRAIN VALLEY MO 64029
7	42-210-03-07-00-0-00-000	3110 SW EASTBOUND US 40 HWY	UNINCORPORATED	MO	64015	BFRE LLC	3200 NW SOUTH OUTER RD BLUE SPRINGS MO 64015
8	42-210-03-09-00-0-00-000	3260 SW EASTBOUND US 40 HWY	UNINCORPORATED	MO	64015	PASQUALE MICHAEL R & KIMBERLY S	26515 E BUNDSCHU RD INDEPENDENCE MO 64056
9	42-210-03-06-00-0-00-000	3050 SW EASTBOUND US 40 HWY	UNINCORPORATED	MO	64015	3050 LLC	5412 NE NORTHGATE XING LEES SUMMIT MO 64064

BLUE SPRINGS
MISSOURI

April 24, 2026

Ref: Public Hearing: Annexation | ANNX-03-26-9856

Blue Springs Ford Warehouse

3110 SW Eastbound 40 Hwy

Parcel # 42-210-03-07-00-0-00-000

Dear Property Owner:

A Public Hearing will be held by the Planning Commission and the City Council of the City of Blue Springs to receive comments from interested parties and citizens relative to a request by the applicant, Blaine Balderstone, BFRE, LLC, to annex approximately 4.91 +/- acres into the corporate limits of the City of Blue Springs. The subject property, owned by the applicant, consists of four existing buildings currently used for storage and warehouse purposes

You are receiving this notice because County records indicate you own property within 185 feet of the boundary of the site in question.

Interested parties may view the application materials on file by contacting the Community Development Department via email at ComDevLegal@bluespringsmo.gov or at City Hall at 903 W Main Street, Blue Springs, MO.

The hearing will be held in the Council Chambers in the Howard L. Brown Public Safety Building located at 1100 SW Smith Street, Blue Springs on the following dates:

City Council – Monday, May 18, 2026 @ 6:00 p.m.

Your attendance and comments are welcome at these meetings. Questions concerning this matter may be directed to the Community Development Department at 816-228-0207

Sincerely,

CITY OF BLUE SPRINGS

COMMUNITY DEVELOPMENT

Introduced by Councilmember _____ BILL 5403

(ANNEX-03-26-9856) ORDINANCE_____

AN ORDINANCE ANNEXING 4.81 +/- ACRES PROPERTY LOCATED AT 3110 SW EB HIGHWAY 40 INTO THE CITY OF BLUE SPRINGS, JACKSON COUNTY, MISSOURI

WHEREAS, pursuant to the Revised Statutes of Missouri and Ordinances of the City of Blue Springs, Missouri, a Voluntary Annexation Petition requesting annexation for the property located at 3110 SW EB Highway 40 was filed with the City of Blue Springs by Blaine Baldersten, on behalf of the property owners, BFRE LLC, the owners of all fee interests of record, in the lot of real estate described hereafter; and

WHEREAS, said real estate described herein is adjacent and contiguous to the present corporate limits of the City of Blue Springs, Missouri and

WHEREAS, on May 18, 2026, a public hearing concerning the matter was held before the City Council of the City of Blue Springs, timely and proper notice of said hearing having been duly published; and

WHEREAS, the City Council of the City of Blue Springs has determined that the general criteria for annexation exists as mentioned in the Revised Statutes of Missouri and finds that said annexation is reasonable and necessary to the proper development of the City and that the City is able to furnish normal municipal services to said area within a reasonable time after annexation.

NOW, THEREFORE, BE IT ORDAINED BY THE COUNCIL OF THE CITY OF BLUE SPRINGS, MISSOURI, as follows:

Section 1. That, pursuant to Section 71.012, RSMo, the described lot of land of real

estate, described below, is hereby annexed into the City of Blue Springs, Missouri, to wit.

The Land referred to herein below is situated in the County of Jackson, State of Missouri, and is described as follows:

Lot 5 of OWANA ACRES, A SUBDIVISION OF JACKSON COUNTY, MISSOURI - In Jackson County, Missouri

Section 2. That this Ordinance shall be in full force and effect from and after its passage and approval.

Section 3. Scrivener's Errors. Typographical errors and other matters of a similar nature that do not affect the intent of this Ordinance, as determined by the City Clerk, may be corrected with the endorsement of the City Administrator without the need to come before the City Council.

PASSED by the City Council of the City of Blue Springs, Missouri, and approved by the Mayor of Blue Springs, this 1ST day of June 2026.

CITY OF BLUE SPRINGS

_____

Chris Lievsay, Mayor

ATTEST:

_____

Erin Ford, City Clerk

1st Reading: _____

2nd Reading: _____