



Upstream from ordinary.

BOARD OF ALDERMEN MEETING

RIVERSIDE CITY HALL

2950 NW VIVION ROAD

RIVERSIDE, MISSOURI 64150

TENTATIVE AGENDA

SEPTEMBER 19, 2023

Closed Session – 6:00 p.m.

Regular Meeting - 7:00 p.m.

Call to Order
Roll Call

CLOSED SESSION
(6:00 p.m.)

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

610.021(1) Legal actions, causes of action or litigation involving a public governmental body and any confidential or privileged communications between a public governmental body or its representatives and its attorneys

610.021 (2) Leasing, purchase, or sale of real estate by a public governmental body where public knowledge of the transaction might adversely affect the legal consideration therefore

2. Motion to adjourn closed.

REGULAR SESSION
(7:00 p.m.)

Call to Order
Roll Call
Pledge of Allegiance

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

LEGISLATIVE SESSION

1. CONSENT AGENDA

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

Approval of minutes for September 5, 2023.

Approval of Court Report for August 2023.

R-2023-129: A RESOLUTION AUTHORIZING THE EXPENDITURE OF FUNDS OUT OF THE CITY TREASURY OF THE CITY OF RIVERSIDE FOR FISCAL YEAR 2023-2024 WEEKS ENDING SEPTEMBER 8TH AND SEPTEMBER 19TH IN THE AMOUNT OF \$684,291.35. Point of Contact: Finance Director Erika Benitez.

R-2023-130: A RESOLUTION APPROVING AN AGREEMENT WITH ARAMARK REFRESHMENT SERVICES, LLC. Point of Contact: City Clerk Robin Kincaid.

R-2023-131: A RESOLUTION AUTHORIZING THE PURCHASE OF GAS MASKS AND FILTERS FOR THE POLICE DEPARTMENT FROM ABM SUPPLY LLC OFF THE TIPS PURCHASING CONTRACT IN THE AMOUNT NOT TO EXCEED \$22,000.00. Point of Contact: Police Chief Chris Skinroad.

R-2023-132: A RESOLUTION APPROVING AN AGREEMENT WITH ZOLL MEDICAL CORPORATION. Point of Contact: Fire Chief Gordon Fowlston.

R-2023-133: A RESOLUTION DECLARING CERTAIN FURNITURE AND EQUIPMENT TO BE SURPLUS, AND AUTHORIZING ITS DISPOSAL. Point of Contact: City Clerk Robin Kincaid.

R-2023-134: A RESOLUTION EXTENDING THE CITY OF RIVERSIDE VEHICLE TOWING AND STORAGE SERVICES TO GLAD RENTS, INC AND APPROVING EXECUTION OF A CONTRACT FOR 2023-2024 IN CONNECTION WITH THE PROVISION OF SUCH SERVICES. Point of Contact: Police Chief Chris Skinroad.

R-2023-135: A RESOLUTION APPROVING TASK ORDER NUMBER 13 WITH MCCLURE. Point of Contact: City Engineer Travis Hoover.

REGULAR AGENDA

1. First Reading: Bill No. 2023-057: **AN ORDINANCE VACATING AND DISCONTINUING A PORTION OF THE NW MATTOX (MADDOX) ROAD RIGHT OF WAY AND PUBLIC STREET, IN THE CITY OF RIVERSIDE, PLATTE COUNTY, MISSOURI.** Point of Contact: Community Development Director Mike Duffy.
2. First Reading: Bill No. 2023-058: **AN ORDINANCE AUTHORIZING THE EMPLOYMENT OF DANIELLE WAGNER AS A FULL-TIME COMMUNICATIONS OFFICER IN THE POLICE DEPARTMENT AND ESTABLISHING A SALARY AND START DATE FOR SUCH EMPLOYEE.** Point of Contact: HR Manager Amy Strough.
3. **R-2023-136: A RESOLUTION APPROVING AN AGREEMENT FOR ARCHITECTURAL / ENGINEERING SERVICES BETWEEN THE CITY OF RIVERSIDE MISSOURI AND DAKE WELLS ARCHITECTURE, INC.** Point of Contact: Capital Projects/Parks Manager Noel Challis Bennion.
4. **R-2023-137: A RESOLUTION AWARDDING THE BID FOR CONSTRUCTION OF THE SOCCER ROAD & PARKING LOT AND APPROVING THE AGREEMENT BETWEEN THE CITY AND MONARCH BUILD, LLC FOR CONSTRUCTION OF SUCH PROJECT.** Point of Contact: City Engineer Travis Hoover.
5. **Communication from City Administrator**
 - A. Elected Officials Compensation Discussion
 - a) **Department Reports**
 - i. Community Development
 - ii. Engineering

- iii. Finance
- iv. Fire
- v. Police
- vi. Public Works
- vii. Levee Board Report

6. Communication from Mayor

7. Communication from Board of Aldermen

8. Motion to Adjourn.



Brian E. Koral, City Administrator

ATTEST:




Robin Kincaid, City Clerk

Posted 9.15.2023 at 4:00 p.m.

MINUTES
REGULAR MEETING
BOARD OF ALDERMEN
RIVERSIDE, MISSOURI

Tuesday, September 5, 2023
6:00 p.m.

The Board of Aldermen for the City of Riverside, Missouri, met in regular session in the Aldermen Chambers at 2950 NW Vivion Road, Riverside, Missouri, on Tuesday, September 5, 2023.

Mayor Rose called the meeting to order at 6:04 p.m. Those in attendance were, Mayor Kathy Rose, Aldermen Jill Beck, Dawn Cockrell, Nathan Cretsinger, Jason Draut (arrived at 6:13 p.m.), Rob Milner, and Steve Palma.

Also present were City Administrator Brian Koral, Community Development Director Mike Duffy, City Clerk Robin Kincaid, and City Attorney Paul Campo.

**MOTION TO ENTER INTO
CLOSED @ 6:04 P.M.** Alderman Palma moved to enter closed session pursuant to RSMo 610.021 (1) Legal Action and litigation, and RSMo 610.021 (2) Leasing, Purchase, or sale of real estate, second by Alderman Cockrell.
Yes: Palma, Cockrell, Beck, Milner, and Cretsinger.
Motion carried 5-0.

**MOTION TO ADJOURN
CLOSED @ 6:53 P.M.** Alderman Beck moved at 6:53 p.m. to adjourn closed session with action taken, second by Alderman Cockrell.
Yes: Beck, Cockrell, Palma, Milner, Draut, and Cretsinger.
Motion carried 6-0.

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

Those in attendance were Mayor Kathy Rose, Aldermen Jill Beck, Dawn Cockrell, Nathan Cretsinger, Jason Draut, Rob Milner, and Steve Palma.

Also present were City Administrator Brian Koral, Community Development Director Mike Duffy, City Clerk Robin Kincaid, Public Works Director Tom Wooddell, Chief Chris Skinrood, Fire Chief Gordon Fowlston, HR Manager Amy Strough, City Engineer Travis Hoover, Capital Projects /Parks Manager Noel Challis Bennion, Finance Director Erika Benitez, IT Manager Jason Ketter, Firefighter Adam Ellis, and City Attorney Paul Campo.

PLEDGE OF ALLEGIANCE Mayor Rose led the Pledge of Allegiance.

PUBLIC COMMENT None.

PUBLIC FORUM Mayor Kathy Rose opened the public forum for discussion of the Elected Officials Compensation. She explained that a few of the Aldermen had brought this issue to her and the City Administrator

to look at the last time there was a pay increase to elected officials compensation and a possible adjustment if it was deemed to be feasible. City Administrator Koral shared information gathered from other cities. The compensation is set by ordinance and it has been about 20 years since the last increase. A pay increase cannot go into effect during an Alderman's term, but rather, would take effect for the newly elected official. All Aldermen had an opportunity to speak their opinions. The visitors in the audience were asked to speak. Terry Buller, 4415 NW Pawnee Drive, Riverside, Mo., shared comments in favor of the increase. Al Bowman, 3214 NW Vivion Road, Riverside, Mo., shared comments in favor of the increase. John Blogin, 3702 NW South Drive, Riverside, Mo., shared comments in favor of the increase. We will continue discussions at the next meeting with the focus toward the suggested dollar amount and further input from the public.

CONSENT AGENDA

Alderman Milner moved to approve the consent agenda as presented, second by Alderman Cockrell.
Yes: Milner, Cockrell, Cretsinger, Palma, Draut, and Beck.
Motion carried 6-0.

MINUTES OF 08-15-23

Alderman Milner moved to approve the minutes of the August 15, 2023, meeting, second by Alderman Cockrell.
Yes: Milner, Cockrell, Cretsinger, Palma, Draut, and Beck.
Motion carried 6-0.

RESOLUTION 2023-121
Bill Pay

Alderman Milner moved to approve Resolution 2023-121 authorizing the expenditure of funds for fiscal year 2023-2024 for weeks ending August 18th, August 25th, and September 1st in the amount of \$561,357.02 second by Alderman Cockrell.
Yes: Milner, Cockrell, Cretsinger, Palma, Draut, and Beck.
Motion carried 6-0.

RESOLUTION 2023-122
Annual Levee Meeting Proxy

Alderman Milner moved to approve Resolution 2023-122 granting and approving the execution of a Proxy for the Annual Meeting of Landowners of Riverside-Quindaro Bend Levee District: directing Industrial Development Authority of the City of Riverside, Missouri to execute a Proxy related thereto, and authorizing such other related document and actions in connection therewith, second by Alderman Cockrell.
Yes: Milner, Cockrell, Cretsinger, Palma, Draut, and Beck.
Motion carried 6-0.

RESOLUTION 2023-123
CO 3 Amino Brothers

Alderman Milner moved to approve Resolution 2023-123 approving Change Order 3 to the agreement with Amino Brothers, Co., Inc. for the 2022 40th Street Project resulting in a revised contract amount of \$1,819,290.49 for such purposes, second by Alderman Cockrell.
Yes: Milner, Cockrell, Cretsinger, Palma, Draut, and Beck.
Motion carried 6-0.

RESOLUTION 2023-124
Fire - Skid Unit Purchase

Alderman Milner moved to approve Resolution 2023-124 authorizing the purchase of a QTAC 70EMS-L Firefighting & EMS Skid Unit from Mtech Inc, in an amount not to exceed \$6,685.00, second by Alderman Cockrell.
Yes: Milner, Cockrell, Cretsinger, Palma, Draut, and Beck.
Motion carried 6-0.

RESOLUTION 2023-125
LexisNexis Agreement

Alderman Milner moved to approve Resolution 2023-125 approving an agreement with LexisNexis Coplogic Solutions Inc regarding report services, second by Alderman Cockrell.
Yes: Milner, Cockrell, Cretsinger, Palma, Draut, and Beck.
Motion carried 6-0.

REGULAR AGENDA

BILL NO. 2023-052
Bluescope Chapt 100 Bonds

City Clerk Robin Kincaid gave first reading of Bill No. 2023-052. Community Development Director Mike Duffy explained this is for Chapter 100 Bonds in the 40 West Development and that this is the first project in that development. He then gave details about the project and stated that this allows for a sales tax exemption on the building materials. Bluescope and Gilmore & Bell were present to answer any questions. David Martin with Gilmore & Bell reported that this transaction is very similar to all the many projects done in the Horizons area.
Alderman Milner moved to accept first reading and place Bill 2023-052 on second and final reading, second by Alderman Beck.
Yes: Milner, Beck, Cretsinger, Palma, Cockrell, and Draut.
Motion carried 6-0.
City Clerk Kincaid gave second reading of Bill No. 2023-052. Alderman Cretsinger moved to approve Bill 2023-052 and enact said bill as ordinance, second by Alderman Palma.
Yes: Cretsinger, Palma, Beck, Milner, Cockrell, and Draut.
Motion carried 6-0.

BILL NO. 2023-053
Temp. Borrow Easement

City Clerk Robin Kincaid gave first reading of Bill No. 2023-053. Community Development Director Mike Duffy stated that this is in the 40 West Development, related to the same piece of property, allows Bluescope to take about 5 feet of fill material for approximately 6-8 weeks and then replace it back to the original location and compact it. Bluescope will provide compaction reports to verify.
Alderman Milner moved to accept first reading and place Bill 2023-053 on second and final reading, second by Alderman Cockrell.
Yes: Milner, Cockrell, Cretsinger, Beck, Palma, and Draut.
Motion carried 6-0.
City Clerk Kincaid gave second reading of Bill No. 2023-053. Alderman Beck moved to approve Bill 2023-053 and enact said bill as ordinance, second by Alderman Cretsinger.
Yes: Beck, Cretsinger, Cockrell, Milner, Draut, and Palma.
Motion carried 6-0.

BILL NO. 2023-054
MOU – Red X

City Clerk Robin Kincaid gave first reading of Bill No. 2023-054. Community Development Director Mike Duffy explained that this bill is authorizing a memorandum for a more global stormwater study of the Red X property including the City's stormwater basin, to determine the best stormwater management system for that area rather than separate systems. Richie Benninghoven with Briarcliff Development was at the meeting representing RedX and was available to help answer any questions you may have, as we have been working together on this project. BOA were allowed time to ask questions.

Alderman Milner moved to accept first reading and place Bill 2023-054 on second and final reading, second by Alderman Cockrell.

Yes: Milner, Cockrell, Draut, Palma, Beck, and Cretsinger.
Motion carried 6-0.

City Clerk Kincaid gave second reading of Bill No. 2023-054.

Alderman Beck moved to approve Bill 2023-054 and enact said bill as ordinance, second by Alderman Cretsinger.

Yes: Beck, Cretsinger, Milner, Cockrell, Draut, and Palma.
Motion carried 6-0.

BILL NO. 2023-055
New Hire Longenecker

City Clerk Robin Kincaid gave first reading of Bill No. 2023-055.

Alderman Cretsinger moved to accept first reading and place Bill 2023-055 on second and final reading, second by Alderman Beck.

Yes: Cretsinger, Beck, Palma, Draut, Milner, and Cockrell.
Motion carried 6-0.

City Clerk Kincaid gave second reading of Bill No. 2023-055.

Alderman Milner moved to approve Bill 2023-055 and enact said bill as ordinance, second by Alderman Cockrell.

Yes: Milner, Cockrell, Palma, Beck, Draut, and Cretsinger.
Motion carried 6-0.

BILL NO. 2023-056
MoDOT Block Grant

City Clerk Robin Kincaid gave first reading of Bill No. 2023-056.

Community Development Director Mike Duffy stated that this bill and the resolution to follow are regarding the Riverway Project.

The City received STP funding in the amount of \$2,560,000 for construction of the Riverway Boulevard Project and we received a Federal earmark in the amount of \$3.2 million toward the same project and may pay for construction and design purposes. Once the project is complete the City will take over the maintenance of Riverway Boulevard. Maps were shown of the project plan. This is a MoDOT agreement and we will work with McClure for the design work. The resolution following this bill is for that work.

Alderman Milner moved to accept first reading and place Bill 2023-056 on second and final reading, second by Alderman Cockrell.

Yes: Milner, Cockrell, Draut, Beck, Palma, and Cretsinger.
Motion carried 6-0.

City Clerk Kincaid gave second reading of Bill No. 2023-056. Alderman Cretsinger moved to approve Bill 2023-056 and enact said bill as ordinance, second by Alderman Beck. Yes: Cretsinger, Beck, Draut, Cockrell, Milner, and Palma. Motion carried 6-0.

RESOLUTION 2023-126
McClure Task Order 11

Alderman Beck moved to approve Resolution 2023-126 approving Task Order 11 with McClure, second by Alderman Milner. Yes: Beck, Milner, Cretsinger, Palma, Draut, and Cockrell. Motion carried 6-0.

RESOLUTION 2023-127
Skate Park Master Plan

Capital Projects/Parks Manager Noel Challis Bennion remarked that she is presenting the Skate Park Master Plan and the steps that have been taken to get to this design, for the Board's consideration. She then reviewed a PowerPoint presentation and answered questions from the Board. Alderman Beck moved to approve Resolution 2023-127 endorsing the Master Plan for Renner Brenner Skatepark Improvements, second by Alderman Cockrell. Yes: Beck, Cockrell, Milner, Cretsinger, Draut, and Palma. Motion carried 6-0.

RESOLUTION 2023-128
Evergreen Task Order 2

Capital Projects/Parks Manager Noel Challis Bennion reported that this resolution is engaging Evergreen Skateparks, LLC to prepare all documents as a full package to send out for bid. Alderman Cretsinger moved to approve Resolution 2023-128 approving Task Order Number 2 with Evergreen Skateparks, LLC, second by Alderman Cockrell. Yes: Cretsinger, Cockrell, Milner, Draut, Palma, and Beck. Motion carried 6-0.

CITY ADMINISTRATOR

City Administrator Brian Koral gave kudos to Community Development Director Mike Duffy and Capital Projects/Parks Manager Noel Challis Bennion for all the work they have done and meetings attended to secure the STP and Federal funding for the Riverway Boulevard Project they discussed earlier. Beyond the Bell is kicking off their new school year on September 14th at Renner Brenner Park and the Board is invited to attend and enjoy snow cones and hot dogs. We will be hosting Beyond the Bell at City Hall again this year, either in the chambers or in the Jeff Taylor Training Room. We hope to have the FPal team help fund a zoo trip for them this year as well. We are overhauling the personnel policy handbook and have been for quite a long time. When we think we have it ready, another issue pops up such as the passing of recreational marijuana, that has made for more policy changes. Another change we are making, is to no longer allow donated time to a coworker from sick leave since we now offer short and long term disability. We are also proposing a

benefit called Parental Leave, currently not provided. This is especially critical for new employees with little or no sick leave accrual (an issue for a couple new hires currently). If the Board has no discomfort with the Parental Leave Policy, we will work with those employees, through no fault of their own, have little sick leave and Parental Leave has not been implemented yet. We hope to see a completed Employee Policy Handbook prior to the end of the year.

COMMUNITY DEVELOPMENT Community Development Director Mike Duffy reported that the Steering Committee will meet on September 18th in the evening.

ENGINEERING Capital Projects/Parks Noel Challis Bennion presented information on Geocaching in our parks or along trails. We have received a call from a local group that is interested in hiding caches in these locations. If this is of interest to the Board, staff can research other municipal policies in our area to create a policy for Board consideration. Following a brief discussion, the Board gave a general consensus directing staff to gather needed information and create a policy for them to consider. City Engineer Travis Hoover gave an update on the Gatewoods/Jumping Branch Stormwater project, using PowerPoint pictures to show the designated area, explaining this project is budgeted for \$200,000; and that staff tried for a Platte County Stormwater grant to help with the expense, but we did not get the grant. General consensus of the Board is to continue moving forward with this project even though we did not get the grant.

FINANCE Nothing to report.

FIRE Nothing to report.

POLICE Nothing to report.

PUBLIC WORKS Nothing to report.

LEVEE BOARD Nothing to report.

MAYOR'S DISCUSSION Mayor Kathy Rose stated that she, Brian and Mike will be attending the MML Annual Conference next week and on Tuesday most of the Aldermen will be attending the awards luncheon as they receive an award for the Reaching Riverside Action Committee. Kudos to Alderman Rob Milner and Alderman Jill Beck for creating the Committee. The Committee has done a great job and has been a wonderful experience on every level. Mayor Rose would like to have one more Reaching Riverside event for Ward 3 in the High Drive area at her home, sometime in October. Red X auction is this weekend, Sept. 9 & 10. Riverside has many things going on and a very exciting 2024: skate park, Current, new pool and splash pad, and the library!

BOARD OF ALDERMEN

Alderman Beck – Is looking forward to MML next week.

Alderman Cretsinger – Hats off to Jill and Rob and everyone that put in the time and work for Reaching Riverside events. You are receiving a very well-deserved acknowledgment with the award at MML next week.

Alderman Draut – The City of Riverside Blood Drive is Sept. 12th, I just made a Facebook post on our neighborhood Facebook page.

Alderman Cockrell – Is really excited for our kids in this community, that they are getting all these improvements to enjoy, a pool, library, and a skate park.

Alderman Milner – Is excited to share some of these things with his students tomorrow and also looking forward to the awards luncheon next week.

Alderman Palma – Noted his appreciation of those that came to share their thoughts, that we are all here to serve you guys, we wish we could talk with more people, spread the word and tell people their opinions are welcome, and we want to hear what they have to say. Thank you again for showing up, as we are here to serve you.

MOTION TO ADJOURN

Alderman Milner moved to adjourn the meeting at 8:15 p.m., second by Alderman Cockrell.

Yes: Milner, Cockrell, Cretsinger, Draut, Palma, and Beck.
Motion carried 6-0.

Robin Kincaid, City Clerk

**CITY OF RIVERSIDE
MUNICIPAL COURT
2950 N.W. VIVION RD
RIVERSIDE, MISSOURI 64150**

**REPORT TO CITY CLERK
FOR MONTH OF AUGUST**

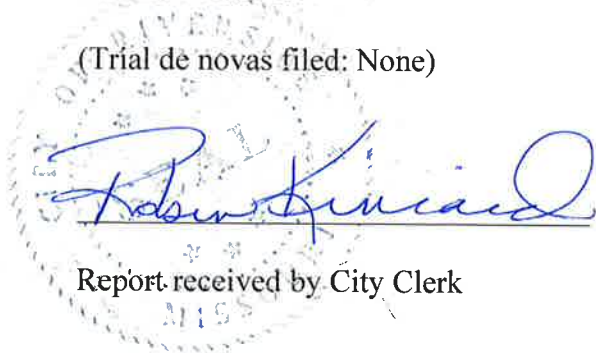
I do hereby certify that this is a complete listing of the cases heard in the Municipal Division for the month of **AUGUST 2023**.



Shayla Jones
Court Administrator

Filed: September 1, 2023
RSMo. 479.080.3

(Trial de novas filed: None)



Report received by City Clerk

*Printed: 09/01/2023

MUNICIPAL DIVISION SUMMARY REPORTING FORM

Refer to instructions for directions and term definitions. Complete a report each month even if there has not been any court activity.

<u>I. COURT INFORMATION</u>		Municipality: RIVERSIDE		Reporting Period: Aug 1, 2023 - Aug 31, 2023	
Mailing Address: 2950 NW VIVION ROAD, RIVERSIDE, MO 64150					
Physical Address: 2950 NW VIVION ROAD, RIVERSIDE, MO 64150				County: Platte County	
Telephone Number: (816)7411212		Fax Number:			
Prepared by: SHAYLA JONES		E-mail Address:			
Municipal Judge: FERGUSON					
<u>II. MONTHLY CASELOAD INFORMATION</u>					
		Alcohol & Drug Related Traffic	Other Traffic	Non-Traffic Ordinance	
A. Cases (citations/informations) pending at start of month		71	3,706	647	
B. Cases (citations/informations) filed		5	284	42	
C. Cases (citations/informations) disposed					
1. jury trial (Springfield, Jefferson County, and St. Louis County only)		0	0	0	
2. court/bench trial - GUILTY		3	18	8	
3. court/bench trial - NOT GUILTY		0	1	0	
4. plea of GUILTY in court		0	55	5	
5. Violations Bureau Citations (i.e. written plea of guilty) and bond forfeiture by court order (as payment of fines/costs)		0	23	0	
6. dismissed by court		0	0	0	
7. <i>nolle prosequi</i>		1	35	8	
8. certified for jury trial (not heard in Municipal Division)		0	0	0	
9. TOTAL CASE DISPOSITIONS		4	132	21	
D. Cases (citations/informations) pending at end of month [pending caseload = (A+B)-C9]		72	3,858	668	
E. Trial de Novo and/or appeal applications filed		0	0	0	
<u>III. WARRANT INFORMATION (pre- & post-disposition)</u>					
1. # Issued during reporting period		210	<u>IV. PARKING TICKETS</u>		
2. # Served/withdrawn during reporting period		19	<input type="checkbox"/> Court staff does not process parking tickets		
3. # Outstanding at end of reporting period		3,244			

MUNICIPAL DIVISION SUMMARY REPORTING FORM

COURT INFORMATION	Municipality: RIVERSIDE	Reporting Period: Aug 1, 2023 - Aug 31, 2023
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V. DISBURSEMENTS

Excess Revenue (minor traffic and municipal ordinance violations, subject to the excess revenue percentage limitation)		Other Disbursements: Enter below additional surcharges and/or fees not listed above. Designate if subject to the excess revenue percentage limitation. Examples include, but are not limited to, arrest costs and witness fees.	
Fines - Excess Revenue	\$9,346.50	Court Automation	\$791.00
Clerk Fee - Excess Revenue	\$1,044.00	Law Enf Arrest-Local	\$308.00
Crime Victims Compensation (CVC) Fund surcharge - Paid to City/Excess Revenue	\$32.19	Total Other Disbursements	\$1,099.00
Bond forfeitures (paid to city) - Excess Revenue	\$0.00	Total Disbursements of Costs, Fees, Surcharges and Bonds Forfeited	\$16,368.00
Total Excess Revenue	\$10,422.69	Bond Refunds	\$0.00
Other Revenue (non-minor traffic and ordinance violations, not subject to the excess revenue percentage limitation)		Total Disbursements	\$16,368.00
Fines - Other	\$2,702.00		
Clerk Fee - Other	\$312.00		
Judicial Education Fund (JEF) <input checked="" type="checkbox"/> Court does not retain funds for JEF	\$0.00		
Peace Officer Standards and Training (POST) Commission surcharge	\$113.00		
Crime Victims Compensation (CVC) Fund surcharge - Paid to State	\$805.69		
Crime Victims Compensation (CVC) Fund surcharge - Paid to City/Other	\$9.62		
Law Enforcement Training (LET) Fund surcharge	\$226.00		
Domestic Violence Shelter surcharge	\$452.00		
Inmate Prisoner Detainee Security Fund surcharge	\$226.00		
Restitution	\$0.00		
Parking ticket revenue (including penalties)	\$0.00		
Bond forfeitures (paid to city) - Other	\$0.00		
Total Other Revenue	\$4,846.31		

MONTHLY REPORT
TO THE
CITY OF RIVERSIDE, MISSOURI

September 1, 2023

I ATTEST THAT THE FOREGOING IS A TRUE AND
FACTUAL ACCOUNTING OF COURT FOR THE MONTH OF
AUGUST 2023.



S JONES, COURT ADMINISTRATOR

*Printed: 09/01/2023

MUNICIPAL DIVISION SUMMARY REPORTING FORM

Refer to instructions for directions and term definitions. Complete a report each month even if there has not been any court activity.

<u>I. COURT INFORMATION</u>		Municipality: RIVERSIDE		Reporting Period: Aug 1, 2023 - Aug 31, 2023	
Mailing Address: 2950 NW VIVION ROAD, RIVERSIDE, MO 64150					
Physical Address: 2950 NW VIVION ROAD, RIVERSIDE, MO 64150				County: Platte County	
Telephone Number: (816)7411212		Fax Number:			
Prepared by: SHAYLA JONES		E-mail Address:			
Municipal Judge: FERGUSON					
<u>II. MONTHLY CASELOAD INFORMATION</u>					
		Alcohol & Drug Related Traffic	Other Traffic	Non-Traffic Ordinance	
A. Cases (citations/informations) pending at start of month		71	3,706	647	
B. Cases (citations/informations) filed		5	284	42	
C. Cases (citations/informations) disposed					
1. jury trial (Springfield, Jefferson County, and St. Louis County only)		0	0	0	
2. court/bench trial - GUILTY		3	18	8	
3. court/bench trial - NOT GUILTY		0	1	0	
4. plea of GUILTY in court		0	55	5	
5. Violations Bureau Citations (i.e. written plea of guilty) and bond forfeiture by court order (as payment of fines/costs)		0	23	0	
6. dismissed by court		0	0	0	
7. <i>nolle prosequi</i>		1	35	8	
8. certified for jury trial (not heard in Municipal Division)		0	0	0	
9. TOTAL CASE DISPOSITIONS		4	132	21	
D. Cases (citations/informations) pending at end of month [pending caseload = (A+B)-C9]		72	3,858	668	
E. Trial de Novo and/or appeal applications filed		0	0	0	
<u>III. WARRANT INFORMATION (pre- & post-disposition)</u>		<u>IV. PARKING TICKETS</u>			
1. # Issued during reporting period	210	1. # Issued during period		0	
2. # Served/withdrawn during reporting period	19	<input type="checkbox"/> Court staff does not process parking tickets			
3. # Outstanding at end of reporting period	3,244				

MUNICIPAL DIVISION SUMMARY REPORTING FORM

COURT INFORMATION

Municipality: RIVERSIDE

Reporting Period: Aug 1, 2023 - Aug 31, 2023

V. DISBURSEMENTS

Excess Revenue (minor traffic and municipal ordinance violations, subject to the excess revenue percentage limitation)

Fines - Excess Revenue	\$9,346.50
Clerk Fee - Excess Revenue	\$1,044.00
Crime Victims Compensation (CVC) Fund surcharge - Paid to City/Excess Revenue	\$32.19
Bond forfeitures (paid to city) - Excess Revenue	\$0.00
Total Excess Revenue	\$10,422.69

Other Revenue (non-minor traffic and ordinance violations, not subject to the excess revenue percentage limitation)

Fines - Other	\$2,702.00
Clerk Fee - Other	\$312.00
Judicial Education Fund (JEF) <input checked="" type="checkbox"/> Court does not retain funds for JEF	\$0.00
Peace Officer Standards and Training (POST) Commission surcharge	\$113.00
Crime Victims Compensation (CVC) Fund surcharge - Paid to State	\$805.69
Crime Victims Compensation (CVC) Fund surcharge - Paid to City/Other	\$9.62
Law Enforcement Training (LET) Fund surcharge	\$226.00
Domestic Violence Shelter surcharge	\$452.00
Inmate Prisoner Detainee Security Fund surcharge	\$226.00
Restitution	\$0.00
Parking ticket revenue (including penalties)	\$0.00
Bond forfeitures (paid to city) - Other	\$0.00
Total Other Revenue	\$4,846.31

Other Disbursements: Enter below additional surcharges and/or fees not listed above. Designate if subject to the excess revenue percentage limitation. Examples include, but are not limited to, arrest costs and witness fees.

Court Automation	\$791.00
Law Enf Arrest-Local	\$308.00
Total Other Disbursements	\$1,099.00
Total Disbursements of Costs, Fees, Surcharges and Bonds Forfeited	\$16,368.00
Bond Refunds	\$0.00
Total Disbursements	\$16,368.00

RESOLUTION NO. R-2023-129

A RESOLUTION AUTHORIZING THE EXPENDITURE OF FUNDS OUT OF THE CITY TREASURY OF THE CITY OF RIVERSIDE FOR FISCAL YEAR 2023-2024 WEEKS ENDING SEPTEMBER 8TH AND SEPTEMBER 15TH IN THE AMOUNT OF \$684,291.35.

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

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

THAT the disbursements and expenditure of funds from the city treasury in the amount of \$684,291.35 set forth in Exhibit "A" attached hereto and made a part hereof by reference are hereby authorized and approved.

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

PASSED AND ADOPTED by the Board of Aldermen of the City of Riverside, Missouri, the 19th day of September 2023.

Mayor Kathleen L. Rose

ATTEST:

Robin Kincaid, City Clerk



Expense Approval Report

By Purchased From Vendor

Post Dates 9/19/2023 - 9/19/2023

Vendor Name	Purchased From Vendor	Post Date	Description (Item)	Account Number	Amount
Purchased From Vendor: ACE IMAGEWEAR					
ACE IMAGEWEAR	ACE IMAGEWEAR	09/19/2023	Mats/Laundry- Public Works	10-337-101-41500	44.98
ACE IMAGEWEAR	ACE IMAGEWEAR	09/19/2023	Mats-Public Safety	10-337-101-41500	39.54
ACE IMAGEWEAR	ACE IMAGEWEAR	09/19/2023	Mats/Dust Mops-Comm Cent	10-337-101-41500	18.34
ACE IMAGEWEAR	ACE IMAGEWEAR	09/19/2023	Mats- City Hall	10-337-101-41500	30.57
ACE IMAGEWEAR	ACE IMAGEWEAR	09/19/2023	Mats/Laundry Public Works	10-337-101-41500	44.98
ACE IMAGEWEAR	ACE IMAGEWEAR	09/19/2023	Mats	10-337-103-41500	39.54
ACE IMAGEWEAR	ACE IMAGEWEAR	09/19/2023	Mats Comm Center	10-337-104-41500	18.34
ACE IMAGEWEAR	ACE IMAGEWEAR	09/19/2023	Mats City Hall	10-337-101-41500	30.57
Purchased From Vendor ACE IMAGEWEAR Total:					266.86
Purchased From Vendor: AGNEW, STORM					
AGNEW, STORM	AGNEW, STORM	09/19/2023	Shelter Refund	10-20010	30.00
Purchased From Vendor AGNEW, STORM Total:					30.00
Purchased From Vendor: AL BOWMAN & SON'S S.O.S					
AL BOWMAN & SON'S S.O.S	AL BOWMAN & SON'S S.O.S	09/19/2023	Locksmith Services	10-336-108-42100	171.50
Purchased From Vendor AL BOWMAN & SON'S S.O.S Total:					171.50
Purchased From Vendor: ALL COPY PRODUCTS, INC					
ALL COPY PRODUCTS, INC	ALL COPY PRODUCTS, INC	09/19/2023	Printer Ink	10-112-000-32300	23.15
Purchased From Vendor ALL COPY PRODUCTS, INC Total:					23.15
Purchased From Vendor: AMINO BROTHERS CO., INC					
AMINO BROTHERS CO., INC	AMINO BROTHERS CO., INC	09/19/2023	40th street project	21-080-000-53000	28,582.06
Purchased From Vendor AMINO BROTHERS CO., INC Total:					28,582.06
Purchased From Vendor: APPARATUS SERVICES, LLC					
APPARATUS SERVICES, LLC	APPARATUS SERVICES, LLC	09/19/2023	Fire Truck Repairs	10-226-000-41000	1,896.71
Purchased From Vendor APPARATUS SERVICES, LLC Total:					1,896.71
Purchased From Vendor: BENITEZ, ERIKA					
BENITEZ, ERIKA	BENITEZ, ERIKA	09/19/2023	Healthy Employee	10-115-000-21301	44.25
BENITEZ, ERIKA	BENITEZ, ERIKA	09/19/2023	Healthy Employee	10-115-000-21301	44.25
BENITEZ, ERIKA	BENITEZ, ERIKA	09/19/2023	Healthy Employee	10-115-000-21301	44.25
Purchased From Vendor BENITEZ, ERIKA Total:					132.75
Purchased From Vendor: BLACK & MCDONALD					
BLACK & MCDONALD	BLACK & MCDONALD	09/19/2023	Pool house conduit and powe	21-039-000-53000	7,774.38
Purchased From Vendor BLACK & MCDONALD Total:					7,774.38
Purchased From Vendor: BOARD OF POLICE COMMISSIONERS					
BOARD OF POLICE COMMISSI	BOARD OF POLICE COMMISSI	09/19/2023	Laboratory Exam	10-221-000-44514	80.00
Purchased From Vendor BOARD OF POLICE COMMISSIONERS Total:					80.00
Purchased From Vendor: C R GR8, LLC					
C R GR8, LLC	C R GR8, LLC	09/19/2023	Pickleball & Timberline sidew	21-025-000-53000	4,306.00
Purchased From Vendor C R GR8, LLC Total:					4,306.00
Purchased From Vendor: COCKRELL PAVING, LLC					
COCKRELL PAVING, LLC	COCKRELL PAVING, LLC	09/19/2023	Mattox Overlay south of RR	21-056-000-53000	9,250.00
Purchased From Vendor COCKRELL PAVING, LLC Total:					9,250.00
Purchased From Vendor: COFFELT LAND TITLE INC					
COFFELT LAND TITLE INC	COFFELT LAND TITLE INC	09/19/2023	Gateway/Vivion title work	21-028-000-53000	400.00
COFFELT LAND TITLE INC	COFFELT LAND TITLE INC	09/19/2023	Gateway/Vivion Title work	21-028-000-53000	400.00
COFFELT LAND TITLE INC	COFFELT LAND TITLE INC	09/19/2023	Gateway/Vivion Title work	21-028-000-53000	400.00
COFFELT LAND TITLE INC	COFFELT LAND TITLE INC	09/19/2023	Gateway/Vivion Titlework	21-028-000-53000	400.00
COFFELT LAND TITLE INC	COFFELT LAND TITLE INC	09/19/2023	Gateway/Vivion Title work	21-028-000-53000	400.00
Purchased From Vendor COFFELT LAND TITLE INC Total:					2,000.00

Expense Approval Report

Post Dates: 9/19/2023 - 9/19/2023

Vendor Name	Purchased From Vendor	Post Date	Description (Item)	Account Number	Amount
Purchased From Vendor: CRAWFORD CLIMBERS LLC					
CRAWFORD CLIMBERS LLC	CRAWFORD CLIMBERS LLC	09/19/2023	9 Highway @ Horizons Clearin	21-025-000-53000	5,400.00
CRAWFORD CLIMBERS LLC	CRAWFORD CLIMBERS LLC	09/19/2023	Brinner Park Dead Tree	10-336-108-42100	1,950.00
Purchased From Vendor CRAWFORD CLIMBERS LLC Total:					7,350.00
Purchased From Vendor: DSI HOLDINGS CORPORATION					
DSI HOLDINGS CORPORATION	DSI HOLDINGS CORPORATION	09/19/2023	Water Mitigation- Public Safet	10-337-103-41500	382.55
Purchased From Vendor DSI HOLDINGS CORPORATION Total:					382.55
Purchased From Vendor: Evergreen Skateparks LLC					
Evergreen Skateparks LLC	Evergreen Skateparks LLC	09/19/2023	Skatepark Masterplan	21-075-000-53000	14,500.00
Purchased From Vendor Evergreen Skateparks LLC Total:					14,500.00
Purchased From Vendor: EVERGY					
EVERGY	EVERGY	09/19/2023	Street Lights	10-331-000-26800	22,825.87
Purchased From Vendor EVERGY Total:					22,825.87
Purchased From Vendor: FELD FIRE					
FELD FIRE	FELD FIRE	09/19/2023	Compressor Maintenance	10-226-000-56002	326.00
Purchased From Vendor FELD FIRE Total:					326.00
Purchased From Vendor: Flanagan, Kaleb					
Flanagan, Kaleb	Flanagan, Kaleb	09/19/2023	Firefighter Training	10-226-000-36400	400.00
Purchased From Vendor Flanagan, Kaleb Total:					400.00
Purchased From Vendor: FREELANCE EXCAVATION, LLC					
FREELANCE EXCAVATION, LLC	FREELANCE EXCAVATION, LLC	09/19/2023	W Platte & Maddox grading	21-025-000-53000	460.00
FREELANCE EXCAVATION, LLC	FREELANCE EXCAVATION, LLC	09/19/2023	9 & 635 Clearing and grading	21-025-000-53000	1,407.50
FREELANCE EXCAVATION, LLC	FREELANCE EXCAVATION, LLC	09/19/2023	MODOT R/W Mowing	10-331-000-21304	2,430.00
FREELANCE EXCAVATION, LLC	FREELANCE EXCAVATION, LLC	09/19/2023	Riverway & 9 Seed & Straw	21-025-000-53000	340.00
FREELANCE EXCAVATION, LLC	FREELANCE EXCAVATION, LLC	09/19/2023	MODOT R/W mowing	10-331-000-21304	3,037.50
FREELANCE EXCAVATION, LLC	FREELANCE EXCAVATION, LLC	09/19/2023	EHY Grading	21-025-000-53000	2,067.50
Purchased From Vendor FREELANCE EXCAVATION, LLC Total:					9,742.50
Purchased From Vendor: GREENTOUCH LAWN & TREE					
GREENTOUCH LAWN & TREE	GREENTOUCH LAWN & TREE	09/19/2023	Mowing	10-336-000-41800	3,100.00
Purchased From Vendor GREENTOUCH LAWN & TREE Total:					3,100.00
Purchased From Vendor: HILLCO ENTERPRISES					
HILLCO ENTERPRISES	HILLCO ENTERPRISES	09/19/2023	Palisades, grading, seed, stra	21-025-000-53000	375.00
HILLCO ENTERPRISES	HILLCO ENTERPRISES	09/19/2023	MODOT R/W Mowing	10-331-000-21304	6,008.00
Purchased From Vendor HILLCO ENTERPRISES Total:					6,383.00
Purchased From Vendor: HOUSTON EXCAVATING					
HOUSTON EXCAVATING	HOUSTON EXCAVATING	09/19/2023	Rinker East Supervisor and Tr	21-020-000-51007	8,855.00
HOUSTON EXCAVATING	HOUSTON EXCAVATING	09/19/2023	Horizons West	21-020-000-51007	6,715.00
HOUSTON EXCAVATING	HOUSTON EXCAVATING	09/19/2023	D6T Horizons West	21-020-000-51007	7,200.00
HOUSTON EXCAVATING	HOUSTON EXCAVATING	09/19/2023	Truck and Supervisor- Rinker E	21-020-000-51007	7,545.00
HOUSTON EXCAVATING	HOUSTON EXCAVATING	09/19/2023	Homestead Shed Demo	21-025-000-53000	4,000.00
Purchased From Vendor HOUSTON EXCAVATING Total:					34,315.00
Purchased From Vendor: INDEPENDENT DOOR & GATE OF MO, LLC					
INDEPENDENT DOOR & GATE	INDEPENDENT DOOR & GATE	09/19/2023	Public Safety/Fire Bottom Sec	10-337-101-41500	2,046.96
Purchased From Vendor INDEPENDENT DOOR & GATE OF MO, LLC Total:					2,046.96
Purchased From Vendor: Kansas City Area Transportation Authority					
Kansas City Area Transportati	Kansas City Area Transportati	09/19/2023	IRIS Service	10-112-000-22700	7,000.00
Purchased From Vendor Kansas City Area Transportation Authority Total:					7,000.00
Purchased From Vendor: KENTON BROTHERS SYSTEMS FOR SECURITY					
KENTON BROTHERS SYSTEMS	KENTON BROTHERS SYSTEMS	09/19/2023	Security System	21-060-000-53000	5,628.67
KENTON BROTHERS SYSTEMS	KENTON BROTHERS SYSTEMS	09/19/2023	Security System	21-060-000-53000	3,604.83
KENTON BROTHERS SYSTEMS	KENTON BROTHERS SYSTEMS	09/19/2023	Security System Install	21-060-000-53000	8,999.59
Purchased From Vendor KENTON BROTHERS SYSTEMS FOR SECURITY Total:					18,233.09
Purchased From Vendor: KIP KIESO POLYGRAPH SERVICES					
KIP KIESO POLYGRAPH SERVIC	KIP KIESO POLYGRAPH SERVIC	09/19/2023	Polygraph Test Pre Employme	10-115-000-30800	300.00
Purchased From Vendor KIP KIESO POLYGRAPH SERVICES Total:					300.00

Expense Approval Report

Post Dates: 9/19/2023 - 9/19/2023

Vendor Name	Purchased From Vendor	Post Date	Description (Item)	Account Number	Amount
Purchased From Vendor: LAKESIDE TREE SERVICE					
LAKESIDE TREE SERVICE	LAKESIDE TREE SERVICE	09/19/2023	Cerrito/Jumping Branch Cleari	21-025-000-53000	3,525.00
			Purchased From Vendor LAKESIDE TREE SERVICE Total:		3,525.00
Purchased From Vendor: Lance, Joshua					
Lance, Joshua	Lance, Joshua	09/19/2023	Firefighter Training	10-226-000-36400	400.00
			Purchased From Vendor Lance, Joshua Total:		400.00
Purchased From Vendor: Lange, Eileen					
Lange, Eileen	Lange, Eileen	09/19/2023	Shelter Deposit	10-20010	150.00
			Purchased From Vendor Lange, Eileen Total:		150.00
Purchased From Vendor: LEIBRANDS RIVERSIDE AUTO					
LEIBRANDS RIVERSIDE AUTO	LEIBRANDS RIVERSIDE AUTO	09/19/2023	RPS#107 Tire Repair	10-221-000-41000	15.95
LEIBRANDS RIVERSIDE AUTO	LEIBRANDS RIVERSIDE AUTO	09/19/2023	Riverside PD #100 New tires a	10-221-000-41000	1,380.61
			Purchased From Vendor LEIBRANDS RIVERSIDE AUTO Total:		1,396.56
Purchased From Vendor: LIBERTY, CITY OF					
LIBERTY, CITY OF	LIBERTY, CITY OF	09/19/2023	Firefighter Training	10-226-000-36418	750.00
			Purchased From Vendor LIBERTY, CITY OF Total:		750.00
Purchased From Vendor: LOGO U UP, LLC					
LOGO U UP, LLC	LOGO U UP, LLC	09/19/2023	Fall Attire	10-221-000-56000	182.00
			Purchased From Vendor LOGO U UP, LLC Total:		182.00
Purchased From Vendor: LOOMIS ARMORED US, LLC					
LOOMIS ARMORED US, LLC	LOOMIS ARMORED US, LLC	09/19/2023	Armored Car Service	10-112-000-43800	164.50
			Purchased From Vendor LOOMIS ARMORED US, LLC Total:		164.50
Purchased From Vendor: MCCLURE ENGINEERING					
MCCLURE ENGINEERING	MCCLURE ENGINEERING	09/19/2023	Vivion Road Trail East-PS&E P	21-072-000-53000	3,097.50
			Purchased From Vendor MCCLURE ENGINEERING Total:		3,097.50
Purchased From Vendor: MERITAS HEALTH CORPORATION					
MERITAS HEALTH CORPORATI	MERITAS HEALTH CORPORATI	09/19/2023	Pre employment testing	10-115-000-30800	1,067.00
MERITAS HEALTH CORPORATI	MERITAS HEALTH CORPORATI	09/19/2023	Pre Employment Physical/Dr	10-115-000-30800	1,172.00
			Purchased From Vendor MERITAS HEALTH CORPORATION Total:		2,239.00
Purchased From Vendor: MISSOURI ONE CALL SYSTEM, INC					
MISSOURI ONE CALL SYSTEM,	MISSOURI ONE CALL SYSTEM,	09/19/2023	Regular Locate Fee: 124 Locat	10-331-000-21306	167.40
			Purchased From Vendor MISSOURI ONE CALL SYSTEM, INC Total:		167.40
Purchased From Vendor: MISSOURI STATE HIGHWAY PATROL					
MISSOURI STATE HIGHWAY PA	MISSOURI STATE HIGHWAY PA	09/19/2023	Criminal Records Search	10-115-000-30800	33.25
MISSOURI STATE HIGHWAY PA	MISSOURI STATE HIGHWAY PA	09/19/2023	Criminal Records Search	10-224-000-30800	66.50
			Purchased From Vendor MISSOURI STATE HIGHWAY PATROL Total:		99.75
Purchased From Vendor: MTECH, Inc.					
MTECH, Inc.	MTECH, Inc.	09/19/2023	Fire equipment	31-226-000-65000	6,570.00
			Purchased From Vendor MTECH, Inc. Total:		6,570.00
Purchased From Vendor: NUESYNERGY, INC					
NUESYNERGY, INC	NUESYNERGY, INC	09/19/2023	Administration Fees	10-115-000-31610	238.15
			Purchased From Vendor NUESYNERGY, INC Total:		238.15
Purchased From Vendor: OFFICE DEPOT, INC					
OFFICE DEPOT, INC	OFFICE DEPOT, INC	09/19/2023	Office Supplies	10-112-000-50500	370.98
			Purchased From Vendor OFFICE DEPOT, INC Total:		370.98
Purchased From Vendor: PATEK & ASSOCIATES LLC					
PATEK & ASSOCIATES LLC	PATEK & ASSOCIATES LLC	09/19/2023	Consulting Fees	10-112-000-21300	3,500.00
			Purchased From Vendor PATEK & ASSOCIATES LLC Total:		3,500.00
Purchased From Vendor: PAVER PATIOS PLUS LLC					
PAVER PATIOS PLUS LLC	PAVER PATIOS PLUS LLC	09/19/2023	Emergency Trip Hazard Repair	10-336-000-42000	7,956.00
			Purchased From Vendor PAVER PATIOS PLUS LLC Total:		7,956.00
Purchased From Vendor: RUBINBROWN LLP					
RUBINBROWN LLP	RUBINBROWN LLP	09/19/2023	Accounting Professional Servi	10-112-000-20500	2,490.00
			Purchased From Vendor RUBINBROWN LLP Total:		2,490.00

Expense Approval Report

Post Dates: 9/19/2023 - 9/19/2023

Vendor Name	Purchased From Vendor	Post Date	Description (Item)	Account Number	Amount
Purchased From Vendor: STINE NICHOLS PLUMBING					
STINE NICHOLS PLUMBING	STINE NICHOLS PLUMBING	09/19/2023	Clock Tower B/F & PRZ	10-336-111-42100	150.00
Purchased From Vendor STINE NICHOLS PLUMBING Total:					150.00
Purchased From Vendor: SYNERGY SERVICES, INC					
SYNERGY SERVICES, INC	SYNERGY SERVICES, INC	09/19/2023	Domestic Violence-June	10-20504	364.00
SYNERGY SERVICES, INC	SYNERGY SERVICES, INC	09/19/2023	Domestic Violence -July	10-20504	360.00
SYNERGY SERVICES, INC	SYNERGY SERVICES, INC	09/19/2023	Domestic Violence Shelter Au	10-20504	452.00
Purchased From Vendor SYNERGY SERVICES, INC Total:					1,176.00
Purchased From Vendor: TOWN & COUNTRY BUILDING SERVICES					
TOWN & COUNTRY BUILDING	TOWN & COUNTRY BUILDING	09/19/2023	Janitorial Service- Comm Cent	10-337-104-44203	1,435.00
TOWN & COUNTRY BUILDING	TOWN & COUNTRY BUILDING	09/19/2023	Janitorial Service- City Hall	10-337-102-44200	1,430.00
TOWN & COUNTRY BUILDING	TOWN & COUNTRY BUILDING	09/19/2023	Janitorial Service- Public Work	10-337-102-44200	260.00
TOWN & COUNTRY BUILDING	TOWN & COUNTRY BUILDING	09/19/2023	Janitorial Service-Public Safet	10-337-103-44200	2,000.00
TOWN & COUNTRY BUILDING	TOWN & COUNTRY BUILDING	09/19/2023	Strip and Wax Floors- Comm	10-337-104-44203	1,972.00
TOWN & COUNTRY BUILDING	TOWN & COUNTRY BUILDING	09/19/2023	Strip and Wax- City Hall	10-337-102-44200	325.00
Purchased From Vendor TOWN & COUNTRY BUILDING SERVICES Total:					7,422.00
Purchased From Vendor: VSR Design					
VSR Design	VSR Design	09/19/2023	Bid Documents for soccer roa	21-020-000-51007	1,000.00
Purchased From Vendor VSR Design Total:					1,000.00
Purchased From Vendor: WEX BANK					
WEX BANK	WEX BANK	09/19/2023	FUEL PURCHASED - ADMINIST	10-112-000-54100	104.40
WEX BANK	WEX BANK	09/19/2023	FUEL PURCHASED - POLICE	10-224-000-54100	5,888.46
WEX BANK	WEX BANK	09/19/2023	FUEL PURCHASED - FIRE DEPT	10-226-000-54100	2,072.91
WEX BANK	WEX BANK	09/19/2023	FUEL PURCHASED - PUBLIC W	10-331-000-54100	2,455.33
WEX BANK	WEX BANK	09/19/2023	FUEL PURCHASED - ENGINEER	10-332-000-54100	112.82
WEX BANK	WEX BANK	09/19/2023	FUEL PURCHASED - COMMUN	10-819-000-54000	449.02
Purchased From Vendor WEX BANK Total:					11,082.94
Purchased From Vendor: WILLIAMS & CAMPO, P.C.					
WILLIAMS & CAMPO, P.C.	WILLIAMS & CAMPO, P.C.	09/19/2023	City Attorney Services	10-112-000-20300	6,516.00
Purchased From Vendor WILLIAMS & CAMPO, P.C. Total:					6,516.00
Purchased From Vendor: Willman, Kristina					
Willman, Kristina	Willman, Kristina	09/19/2023	Shelter Deposit	10-20010	50.00
Purchased From Vendor Willman, Kristina Total:					50.00
Purchased From Vendor: YMCA OF GREATER KANSAS CITY					
YMCA OF GREATER KANSAS CI	YMCA OF GREATER KANSAS CI	09/19/2023	YMCA Membership and Mana	10-115-000-21301	453.75
YMCA OF GREATER KANSAS CI	YMCA OF GREATER KANSAS CI	09/19/2023	YMCA Membership and Mana	10-336-110-44517	23,730.00
YMCA OF GREATER KANSAS CI	YMCA OF GREATER KANSAS CI	09/19/2023	YMCA Membership and Mana	10-341-000-22800	23,301.00
YMCA OF GREATER KANSAS CI	YMCA OF GREATER KANSAS CI	09/19/2023	YMCA Membership and Mana	10-341-000-22801	6,721.00
YMCA OF GREATER KANSAS CI	YMCA OF GREATER KANSAS CI	09/19/2023	YMCA Membership and Mana	10-341-000-22802	520.00
Purchased From Vendor YMCA OF GREATER KANSAS CITY Total:					54,725.75
Grand Total:					296,837.91

Report Summary

Fund Summary

Fund	Expense Amount	Payment Amount
10 - GENERAL FUND	153,634.88	22,825.87
21 - CAPITAL IMPROVEMENTS FUND	136,633.03	0.00
31 - PUBLIC SAFETY SALES TAX FUND	6,570.00	0.00
Grand Total:	296,837.91	22,825.87

Account Summary

Account Number	Account Name	Expense Amount	Payment Amount
10-112-000-20300	Other Legal Fees	6,516.00	0.00
10-112-000-20500	City Auditor	2,490.00	0.00
10-112-000-21300	Other Professional Fees	3,500.00	0.00
10-112-000-22700	Other Civic Commitment	7,000.00	0.00
10-112-000-32300	Copy Machine Maintena	23.15	0.00
10-112-000-43800	Banking Fees	164.50	0.00
10-112-000-50500	Office Supplies	370.98	0.00
10-112-000-54100	Vehicle Fuel	104.40	0.00
10-115-000-21301	Healthy Employee	586.50	0.00
10-115-000-30800	Employment Testing	2,572.25	0.00
10-115-000-31610	Benefit Management	238.15	0.00
10-20010	Security Deposits	230.00	0.00
10-20504	Due to MC -DV	1,176.00	0.00
10-221-000-41000	Vehicle Maintenance	1,396.56	0.00
10-221-000-44514	Crim. Invest Lab	80.00	0.00
10-221-000-56000	Uniforms	182.00	0.00
10-224-000-30800	Fingerprinting	66.50	0.00
10-224-000-54100	Vehicle Fuel	5,888.46	0.00
10-226-000-36400	Training/Seminars	800.00	0.00
10-226-000-36418	Training - P&E	750.00	0.00
10-226-000-41000	Vehicle Maintenance	1,896.71	0.00
10-226-000-54100	Vehicle Fuel	2,072.91	0.00
10-226-000-56002	PPE Equipment	326.00	0.00
10-331-000-21304	Contract Mowing	11,475.50	0.00
10-331-000-21306	One Call	167.40	0.00
10-331-000-26800	City-Wide Streetlighting	22,825.87	22,825.87
10-331-000-54100	Vehicle Fuel	2,455.33	0.00
10-332-000-54100	Vehicle Fuel	112.82	0.00
10-336-000-41800	Grounds Maintenance	3,100.00	0.00
10-336-000-42000	Trail System Maintenanc	7,956.00	0.00
10-336-108-42100	Park Maint. - Renner	2,121.50	0.00
10-336-110-44517	Pool Management	23,730.00	0.00
10-336-111-42100	Maint - Welcome Plaza	150.00	0.00
10-337-101-41500	Building Maint. - Public	2,255.94	0.00
10-337-102-44200	Custodial - City Hall	2,015.00	0.00
10-337-103-41500	Building Maint. - Public S	422.09	0.00
10-337-103-44200	Custodial - Public Safety	2,000.00	0.00
10-337-104-41500	Building Maint. - Comm.	18.34	0.00
10-337-104-44203	Custodial - Community C	3,407.00	0.00
10-341-000-22800	Com. Center Member	23,301.00	0.00
10-341-000-22801	Support Fee	6,721.00	0.00
10-341-000-22802	Swimming Lessons	520.00	0.00
10-819-000-54000	Vehicle Fuel	449.02	0.00
21-020-000-51007	Prof Fees - Eco Develop	31,315.00	0.00
21-025-000-53000	Construction - Infrastruc	21,881.00	0.00
21-028-000-53000	Gateway Improvements	2,000.00	0.00
21-039-000-53000	Construction Facility Up	7,774.38	0.00
21-056-000-53000	Construction - Mattox	9,250.00	0.00
21-060-000-53000	Facility Security Equipm	18,233.09	0.00
21-072-000-53000	Construction - Vivion Ro	3,097.50	0.00

Account Summary

Account Number	Account Name	Expense Amount	Payment Amount
21-075-000-53000	Renner Brenner Skate Pa	14,500.00	0.00
21-080-000-53000	Construction - 40th St S	28,582.06	0.00
31-226-000-65000	Fire Equipment	6,570.00	0.00
Grand Total:		296,837.91	22,825.87

Project Account Summary

Project Account Key	Expense Amount	Payment Amount
None	296,837.91	22,825.87
Grand Total:	296,837.91	22,825.87



RIVERSIDE\COMPADMIN

Bank Transaction Report

Transaction Detail

Issued Date Range: 08/14/2023 - 09/15/2023

Cleared Date Range: -

Issued Date	Cleared Date	Number	Description	Module	Status	Type	Amount
Bank Account: 99-10005 - Pooled Cash - USB							
08/25/2023		DFT0008641	Mission 457 (was ICMA)	Accounts Payable	Outstanding	Bank Draft	-590.00
08/25/2023		DFT0008642	Mission 457 (was ICMA)	Accounts Payable	Outstanding	Bank Draft	-601.61
08/25/2023		DFT0008643	NUESYNERGY, INC	Accounts Payable	Outstanding	Bank Draft	-3,693.45
08/25/2023		DFT0008644	Mission 457 (was ICMA)	Accounts Payable	Outstanding	Bank Draft	-192.80
08/25/2023		DFT0008645	KANSAS PAYMENT CENTER	Accounts Payable	Outstanding	Bank Draft	-507.69
08/25/2023		DFT0008646	MINNESOTA CHILD SUPPORT PAYMENT CENTER	Accounts Payable	Outstanding	Bank Draft	-333.17
08/25/2023		DFT0008647	FAMILY SUPPORT PAYMENT CENTER	Accounts Payable	Outstanding	Bank Draft	-278.32
08/25/2023		DFT0008720	MISSOURI DEPARTMENT OF REVENUE	Accounts Payable	Outstanding	Bank Draft	-8,221.00
08/25/2023		DFT0008721	KCMO CITY TREASURER	Accounts Payable	Outstanding	Bank Draft	-889.83
08/25/2023		DFT0008722	DEPARTMENT OF THE TREASURY	Accounts Payable	Outstanding	Bank Draft	-27,950.74
08/25/2023		DFT0008723	DEPARTMENT OF THE TREASURY	Accounts Payable	Outstanding	Bank Draft	-6,536.94
08/25/2023		DFT0008724	DEPARTMENT OF THE TREASURY	Accounts Payable	Outstanding	Bank Draft	-23,536.04
08/29/2023		DFT0008725	CARD SERVICES	Accounts Payable	Outstanding	Bank Draft	-131,038.42
09/08/2023		DFT0008726	Mission 457 (was ICMA)	Accounts Payable	Outstanding	Bank Draft	-560.00
09/08/2023		DFT0008727	Mission 457 (was ICMA)	Accounts Payable	Outstanding	Bank Draft	-599.32
09/08/2023		DFT0008728	NUESYNERGY, INC	Accounts Payable	Outstanding	Bank Draft	-3,703.45
09/08/2023		DFT0008729	NUESYNERGY, INC	Accounts Payable	Outstanding	Bank Draft	-1,847.60
09/08/2023		DFT0008730	Mission 457 (was ICMA)	Accounts Payable	Outstanding	Bank Draft	-135.32
09/08/2023		DFT0008731	KANSAS PAYMENT CENTER	Accounts Payable	Outstanding	Bank Draft	-507.69
09/08/2023		DFT0008732	MINNESOTA CHILD SUPPORT PAYMENT CENTER	Accounts Payable	Outstanding	Bank Draft	-333.17
09/08/2023		DFT0008733	FAMILY SUPPORT PAYMENT CENTER	Accounts Payable	Outstanding	Bank Draft	-278.32
09/08/2023		DFT0008805	MISSOURI DEPARTMENT OF REVENUE	Accounts Payable	Outstanding	Bank Draft	-8,868.00
09/08/2023		DFT0008806	KCMO CITY TREASURER	Accounts Payable	Outstanding	Bank Draft	-957.05
09/08/2023		DFT0008807	DEPARTMENT OF THE TREASURY	Accounts Payable	Outstanding	Bank Draft	-29,553.42
09/08/2023		DFT0008808	DEPARTMENT OF THE TREASURY	Accounts Payable	Outstanding	Bank Draft	-6,911.68
09/08/2023		DFT0008809	DEPARTMENT OF THE TREASURY	Accounts Payable	Outstanding	Bank Draft	-26,240.91
09/12/2023		DFT0008563	MISSOURI LOCAL GOVERNMENT	Accounts Payable	Outstanding	Bank Draft	-611.09
09/12/2023		DFT0008564	MISSOURI LOCAL GOVERNMENT	Accounts Payable	Outstanding	Bank Draft	-441.10
09/12/2023		DFT0008565	MISSOURI LOCAL GOVERNMENT	Accounts Payable	Outstanding	Bank Draft	-802.33
09/12/2023		DFT0008566	MISSOURI LOCAL GOVERNMENT	Accounts Payable	Outstanding	Bank Draft	-469.62
09/12/2023		DFT0008567	MISSOURI LOCAL GOVERNMENT	Accounts Payable	Outstanding	Bank Draft	-607.39
09/12/2023		DFT0008568	MISSOURI LOCAL GOVERNMENT	Accounts Payable	Outstanding	Bank Draft	-372.63
09/12/2023		DFT0008569	MISSOURI LOCAL GOVERNMENT	Accounts Payable	Outstanding	Bank Draft	-409.75
09/12/2023		DFT0008570	MISSOURI LOCAL GOVERNMENT	Accounts Payable	Outstanding	Bank Draft	-365.50
09/12/2023		DFT0008571	MISSOURI LOCAL GOVERNMENT	Accounts Payable	Outstanding	Bank Draft	-305.18
09/12/2023		DFT0008572	MISSOURI LOCAL GOVERNMENT	Accounts Payable	Outstanding	Bank Draft	-222.39

Bank Transaction Report

Issued Date Range: -

Issued Date	Cleared Date	Number	Description	Module	Status	Type	Amount
09/12/2023		DFT00008573	MISSOURI LOCAL GOVERNMENT	Accounts Payable	Outstanding	Bank Draft	-288.68
09/12/2023		DFT00008574	MISSOURI LOCAL GOVERNMENT	Accounts Payable	Outstanding	Bank Draft	-382.85
09/12/2023		DFT00008575	MISSOURI LOCAL GOVERNMENT	Accounts Payable	Outstanding	Bank Draft	-277.91
09/12/2023		DFT00008576	MISSOURI LOCAL GOVERNMENT	Accounts Payable	Outstanding	Bank Draft	-362.34
09/12/2023		DFT00008577	MISSOURI LOCAL GOVERNMENT	Accounts Payable	Outstanding	Bank Draft	-407.01
09/12/2023		DFT00008578	MISSOURI LOCAL GOVERNMENT	Accounts Payable	Outstanding	Bank Draft	-391.70
09/12/2023		DFT00008579	MISSOURI LOCAL GOVERNMENT	Accounts Payable	Outstanding	Bank Draft	-338.22
09/12/2023		DFT00008580	MISSOURI LOCAL GOVERNMENT	Accounts Payable	Outstanding	Bank Draft	-305.71
09/12/2023		DFT00008581	MISSOURI LOCAL GOVERNMENT	Accounts Payable	Outstanding	Bank Draft	-460.10
09/12/2023		DFT00008582	MISSOURI LOCAL GOVERNMENT	Accounts Payable	Outstanding	Bank Draft	-471.28
09/12/2023		DFT00008583	MISSOURI LOCAL GOVERNMENT	Accounts Payable	Outstanding	Bank Draft	-414.30
09/12/2023		DFT00008584	MISSOURI LOCAL GOVERNMENT	Accounts Payable	Outstanding	Bank Draft	-508.70
09/12/2023		DFT00008585	MISSOURI LOCAL GOVERNMENT	Accounts Payable	Outstanding	Bank Draft	-674.84
09/12/2023		DFT00008586	MISSOURI LOCAL GOVERNMENT	Accounts Payable	Outstanding	Bank Draft	-893.71
09/12/2023		DFT00008587	MISSOURI LOCAL GOVERNMENT	Accounts Payable	Outstanding	Bank Draft	-787.45
09/12/2023		DFT00008588	MISSOURI LOCAL GOVERNMENT	Accounts Payable	Outstanding	Bank Draft	-343.04
09/12/2023		DFT00008589	MISSOURI LOCAL GOVERNMENT	Accounts Payable	Outstanding	Bank Draft	-794.78
09/12/2023		DFT00008590	MISSOURI LOCAL GOVERNMENT	Accounts Payable	Outstanding	Bank Draft	-532.81
09/12/2023		DFT00008591	MISSOURI LOCAL GOVERNMENT	Accounts Payable	Outstanding	Bank Draft	-307.11
09/12/2023		DFT00008592	MISSOURI LOCAL GOVERNMENT	Accounts Payable	Outstanding	Bank Draft	-572.29
09/12/2023		DFT00008593	MISSOURI LOCAL GOVERNMENT	Accounts Payable	Outstanding	Bank Draft	-330.91
09/12/2023		DFT00008594	MISSOURI LOCAL GOVERNMENT	Accounts Payable	Outstanding	Bank Draft	-279.77
09/12/2023		DFT00008595	MISSOURI LOCAL GOVERNMENT	Accounts Payable	Outstanding	Bank Draft	-387.42
09/12/2023		DFT00008596	MISSOURI LOCAL GOVERNMENT	Accounts Payable	Outstanding	Bank Draft	-364.97
09/12/2023		DFT00008597	MISSOURI LOCAL GOVERNMENT	Accounts Payable	Outstanding	Bank Draft	-618.49
09/12/2023		DFT00008598	MISSOURI LOCAL GOVERNMENT	Accounts Payable	Outstanding	Bank Draft	-268.70
09/12/2023		DFT00008599	MISSOURI LOCAL GOVERNMENT	Accounts Payable	Outstanding	Bank Draft	-1,055.09
09/12/2023		DFT00008600	MISSOURI LOCAL GOVERNMENT	Accounts Payable	Outstanding	Bank Draft	-746.01
09/12/2023		DFT00008601	MISSOURI LOCAL GOVERNMENT	Accounts Payable	Outstanding	Bank Draft	-525.04
09/12/2023		DFT00008602	MISSOURI LOCAL GOVERNMENT	Accounts Payable	Outstanding	Bank Draft	-304.47
09/12/2023		DFT00008603	MISSOURI LOCAL GOVERNMENT	Accounts Payable	Outstanding	Bank Draft	-643.84
09/12/2023		DFT00008604	MISSOURI LOCAL GOVERNMENT	Accounts Payable	Outstanding	Bank Draft	-266.80
09/12/2023		DFT00008605	MISSOURI LOCAL GOVERNMENT	Accounts Payable	Outstanding	Bank Draft	-273.65
09/12/2023		DFT00008606	MISSOURI LOCAL GOVERNMENT	Accounts Payable	Outstanding	Bank Draft	-751.52
09/12/2023		DFT00008607	MISSOURI LOCAL GOVERNMENT	Accounts Payable	Outstanding	Bank Draft	-375.87
09/12/2023		DFT00008608	MISSOURI LOCAL GOVERNMENT	Accounts Payable	Outstanding	Bank Draft	-304.02
09/12/2023		DFT00008609	MISSOURI LOCAL GOVERNMENT	Accounts Payable	Outstanding	Bank Draft	-393.90
09/12/2023		DFT00008610	MISSOURI LOCAL GOVERNMENT	Accounts Payable	Outstanding	Bank Draft	-349.01
09/12/2023		DFT00008611	MISSOURI LOCAL GOVERNMENT	Accounts Payable	Outstanding	Bank Draft	-259.44
09/12/2023		DFT00008612	MISSOURI LOCAL GOVERNMENT	Accounts Payable	Outstanding	Bank Draft	-1,288.62
09/12/2023		DFT00008613	MISSOURI LOCAL GOVERNMENT	Accounts Payable	Outstanding	Bank Draft	-1,075.77
09/12/2023		DFT00008614	MISSOURI LOCAL GOVERNMENT	Accounts Payable	Outstanding	Bank Draft	-1,081.52
09/12/2023		DFT00008615	MISSOURI LOCAL GOVERNMENT	Accounts Payable	Outstanding	Bank Draft	-11.50

Bank Transaction Report

Issued Date Range: -

Issued Date	Cleared Date	Number	Description	Module	Status	Type	Amount
09/12/2023		DFT0008616	MISSOURI LOCAL GOVERNMENT	Accounts Payable	Outstanding	Bank Draft	-761.92
09/12/2023		DFT0008617	MISSOURI LOCAL GOVERNMENT	Accounts Payable	Outstanding	Bank Draft	-889.59
09/12/2023		DFT0008618	MISSOURI LOCAL GOVERNMENT	Accounts Payable	Outstanding	Bank Draft	-705.23
09/12/2023		DFT0008619	MISSOURI LOCAL GOVERNMENT	Accounts Payable	Outstanding	Bank Draft	-967.29
09/12/2023		DFT0008620	MISSOURI LOCAL GOVERNMENT	Accounts Payable	Outstanding	Bank Draft	-779.56
09/12/2023		DFT0008621	MISSOURI LOCAL GOVERNMENT	Accounts Payable	Outstanding	Bank Draft	-941.65
09/12/2023		DFT0008622	MISSOURI LOCAL GOVERNMENT	Accounts Payable	Outstanding	Bank Draft	-660.89
09/12/2023		DFT0008623	MISSOURI LOCAL GOVERNMENT	Accounts Payable	Outstanding	Bank Draft	-866.84
09/12/2023		DFT0008624	MISSOURI LOCAL GOVERNMENT	Accounts Payable	Outstanding	Bank Draft	-643.33
09/12/2023		DFT0008625	MISSOURI LOCAL GOVERNMENT	Accounts Payable	Outstanding	Bank Draft	-857.69
09/12/2023		DFT0008626	MISSOURI LOCAL GOVERNMENT	Accounts Payable	Outstanding	Bank Draft	-585.42
09/12/2023		DFT0008627	MISSOURI LOCAL GOVERNMENT	Accounts Payable	Outstanding	Bank Draft	-642.16
09/12/2023		DFT0008628	MISSOURI LOCAL GOVERNMENT	Accounts Payable	Outstanding	Bank Draft	-690.65
09/12/2023		DFT0008629	MISSOURI LOCAL GOVERNMENT	Accounts Payable	Outstanding	Bank Draft	-559.59
09/12/2023		DFT0008630	MISSOURI LOCAL GOVERNMENT	Accounts Payable	Outstanding	Bank Draft	-639.13
09/12/2023		DFT0008631	MISSOURI LOCAL GOVERNMENT	Accounts Payable	Outstanding	Bank Draft	-653.33
09/12/2023		DFT0008632	MISSOURI LOCAL GOVERNMENT	Accounts Payable	Outstanding	Bank Draft	-582.20
09/12/2023		DFT0008633	MISSOURI LOCAL GOVERNMENT	Accounts Payable	Outstanding	Bank Draft	-651.01
09/12/2023		DFT0008634	MISSOURI LOCAL GOVERNMENT	Accounts Payable	Outstanding	Bank Draft	-513.08
09/12/2023		DFT0008635	MISSOURI LOCAL GOVERNMENT	Accounts Payable	Outstanding	Bank Draft	-546.10
09/12/2023		DFT0008648	MISSOURI LOCAL GOVERNMENT	Accounts Payable	Outstanding	Bank Draft	-607.39
09/12/2023		DFT0008649	MISSOURI LOCAL GOVERNMENT	Accounts Payable	Outstanding	Bank Draft	-516.70
09/12/2023		DFT0008650	MISSOURI LOCAL GOVERNMENT	Accounts Payable	Outstanding	Bank Draft	-794.93
09/12/2023		DFT0008651	MISSOURI LOCAL GOVERNMENT	Accounts Payable	Outstanding	Bank Draft	-407.33
09/12/2023		DFT0008652	MISSOURI LOCAL GOVERNMENT	Accounts Payable	Outstanding	Bank Draft	-607.39
09/12/2023		DFT0008653	MISSOURI LOCAL GOVERNMENT	Accounts Payable	Outstanding	Bank Draft	-452.85
09/12/2023		DFT0008654	MISSOURI LOCAL GOVERNMENT	Accounts Payable	Outstanding	Bank Draft	-470.20
09/12/2023		DFT0008655	MISSOURI LOCAL GOVERNMENT	Accounts Payable	Outstanding	Bank Draft	-402.43
09/12/2023		DFT0008656	MISSOURI LOCAL GOVERNMENT	Accounts Payable	Outstanding	Bank Draft	-243.46
09/12/2023		DFT0008657	MISSOURI LOCAL GOVERNMENT	Accounts Payable	Outstanding	Bank Draft	-268.72
09/12/2023		DFT0008658	MISSOURI LOCAL GOVERNMENT	Accounts Payable	Outstanding	Bank Draft	-475.57
09/12/2023		DFT0008659	MISSOURI LOCAL GOVERNMENT	Accounts Payable	Outstanding	Bank Draft	-312.66
09/12/2023		DFT0008660	MISSOURI LOCAL GOVERNMENT	Accounts Payable	Outstanding	Bank Draft	-226.96
09/12/2023		DFT0008661	MISSOURI LOCAL GOVERNMENT	Accounts Payable	Outstanding	Bank Draft	-295.91
09/12/2023		DFT0008662	MISSOURI LOCAL GOVERNMENT	Accounts Payable	Outstanding	Bank Draft	-308.19
09/12/2023		DFT0008663	MISSOURI LOCAL GOVERNMENT	Accounts Payable	Outstanding	Bank Draft	-298.23
09/12/2023		DFT0008664	MISSOURI LOCAL GOVERNMENT	Accounts Payable	Outstanding	Bank Draft	-330.82
09/12/2023		DFT0008665	MISSOURI LOCAL GOVERNMENT	Accounts Payable	Outstanding	Bank Draft	-329.13
09/12/2023		DFT0008666	MISSOURI LOCAL GOVERNMENT	Accounts Payable	Outstanding	Bank Draft	-460.10
09/12/2023		DFT0008667	MISSOURI LOCAL GOVERNMENT	Accounts Payable	Outstanding	Bank Draft	-463.88
09/12/2023		DFT0008668	MISSOURI LOCAL GOVERNMENT	Accounts Payable	Outstanding	Bank Draft	-403.20
09/12/2023		DFT0008669	MISSOURI LOCAL GOVERNMENT	Accounts Payable	Outstanding	Bank Draft	-498.97
09/12/2023		DFT0008670	MISSOURI LOCAL GOVERNMENT	Accounts Payable	Outstanding	Bank Draft	-597.33

Bank Transaction Report

Issued Date Range: -

Issued Date	Cleared Date	Number	Description	Module	Status	Type	Amount
09/12/2023		DFT0008671	MISSOURI LOCAL GOVERNMENT	Accounts Payable	Outstanding	Bank Draft	-882.61
09/12/2023		DFT0008672	MISSOURI LOCAL GOVERNMENT	Accounts Payable	Outstanding	Bank Draft	-787.45
09/12/2023		DFT0008673	MISSOURI LOCAL GOVERNMENT	Accounts Payable	Outstanding	Bank Draft	-395.28
09/12/2023		DFT0008674	MISSOURI LOCAL GOVERNMENT	Accounts Payable	Outstanding	Bank Draft	-787.38
09/12/2023		DFT0008675	MISSOURI LOCAL GOVERNMENT	Accounts Payable	Outstanding	Bank Draft	-529.11
09/12/2023		DFT0008676	MISSOURI LOCAL GOVERNMENT	Accounts Payable	Outstanding	Bank Draft	-307.11
09/12/2023		DFT0008677	MISSOURI LOCAL GOVERNMENT	Accounts Payable	Outstanding	Bank Draft	-436.40
09/12/2023		DFT0008678	MISSOURI LOCAL GOVERNMENT	Accounts Payable	Outstanding	Bank Draft	-326.73
09/12/2023		DFT0008679	MISSOURI LOCAL GOVERNMENT	Accounts Payable	Outstanding	Bank Draft	-273.46
09/12/2023		DFT0008680	MISSOURI LOCAL GOVERNMENT	Accounts Payable	Outstanding	Bank Draft	-383.72
09/12/2023		DFT0008681	MISSOURI LOCAL GOVERNMENT	Accounts Payable	Outstanding	Bank Draft	-357.57
09/12/2023		DFT0008682	MISSOURI LOCAL GOVERNMENT	Accounts Payable	Outstanding	Bank Draft	-607.39
09/12/2023		DFT0008683	MISSOURI LOCAL GOVERNMENT	Accounts Payable	Outstanding	Bank Draft	-268.70
09/12/2023		DFT0008684	MISSOURI LOCAL GOVERNMENT	Accounts Payable	Outstanding	Bank Draft	-1,043.99
09/12/2023		DFT0008685	MISSOURI LOCAL GOVERNMENT	Accounts Payable	Outstanding	Bank Draft	-734.91
09/12/2023		DFT0008686	MISSOURI LOCAL GOVERNMENT	Accounts Payable	Outstanding	Bank Draft	-521.35
09/12/2023		DFT0008687	MISSOURI LOCAL GOVERNMENT	Accounts Payable	Outstanding	Bank Draft	-293.42
09/12/2023		DFT0008688	MISSOURI LOCAL GOVERNMENT	Accounts Payable	Outstanding	Bank Draft	-643.84
09/12/2023		DFT0008689	MISSOURI LOCAL GOVERNMENT	Accounts Payable	Outstanding	Bank Draft	-276.81
09/12/2023		DFT0008690	MISSOURI LOCAL GOVERNMENT	Accounts Payable	Outstanding	Bank Draft	-283.91
09/12/2023		DFT0008691	MISSOURI LOCAL GOVERNMENT	Accounts Payable	Outstanding	Bank Draft	-740.42
09/12/2023		DFT0008692	MISSOURI LOCAL GOVERNMENT	Accounts Payable	Outstanding	Bank Draft	-339.85
09/12/2023		DFT0008693	MISSOURI LOCAL GOVERNMENT	Accounts Payable	Outstanding	Bank Draft	-304.02
09/12/2023		DFT0008694	MISSOURI LOCAL GOVERNMENT	Accounts Payable	Outstanding	Bank Draft	-318.21
09/12/2023		DFT0008695	MISSOURI LOCAL GOVERNMENT	Accounts Payable	Outstanding	Bank Draft	-312.09
09/12/2023		DFT0008696	MISSOURI LOCAL GOVERNMENT	Accounts Payable	Outstanding	Bank Draft	-76.05
09/12/2023		DFT0008697	MISSOURI LOCAL GOVERNMENT	Accounts Payable	Outstanding	Bank Draft	-1,277.12
09/12/2023		DFT0008698	MISSOURI LOCAL GOVERNMENT	Accounts Payable	Outstanding	Bank Draft	-1,064.27
09/12/2023		DFT0008699	MISSOURI LOCAL GOVERNMENT	Accounts Payable	Outstanding	Bank Draft	-1,064.27
09/12/2023		DFT0008700	MISSOURI LOCAL GOVERNMENT	Accounts Payable	Outstanding	Bank Draft	-702.25
09/12/2023		DFT0008701	MISSOURI LOCAL GOVERNMENT	Accounts Payable	Outstanding	Bank Draft	-755.42
09/12/2023		DFT0008702	MISSOURI LOCAL GOVERNMENT	Accounts Payable	Outstanding	Bank Draft	-666.94
09/12/2023		DFT0008703	MISSOURI LOCAL GOVERNMENT	Accounts Payable	Outstanding	Bank Draft	-917.17
09/12/2023		DFT0008704	MISSOURI LOCAL GOVERNMENT	Accounts Payable	Outstanding	Bank Draft	-650.57
09/12/2023		DFT0008705	MISSOURI LOCAL GOVERNMENT	Accounts Payable	Outstanding	Bank Draft	-658.18
09/12/2023		DFT0008706	MISSOURI LOCAL GOVERNMENT	Accounts Payable	Outstanding	Bank Draft	-644.71
09/12/2023		DFT0008707	MISSOURI LOCAL GOVERNMENT	Accounts Payable	Outstanding	Bank Draft	-690.00
09/12/2023		DFT0008708	MISSOURI LOCAL GOVERNMENT	Accounts Payable	Outstanding	Bank Draft	-642.98
09/12/2023		DFT0008709	MISSOURI LOCAL GOVERNMENT	Accounts Payable	Outstanding	Bank Draft	-702.42
09/12/2023		DFT0008710	MISSOURI LOCAL GOVERNMENT	Accounts Payable	Outstanding	Bank Draft	-590.94
09/12/2023		DFT0008711	MISSOURI LOCAL GOVERNMENT	Accounts Payable	Outstanding	Bank Draft	-705.70
09/12/2023		DFT0008712	MISSOURI LOCAL GOVERNMENT	Accounts Payable	Outstanding	Bank Draft	-570.56
09/12/2023		DFT0008713	MISSOURI LOCAL GOVERNMENT	Accounts Payable	Outstanding	Bank Draft	-534.20

Bank Transaction Report

Issued Date Range: -

Issued Date	Cleared Date	Number	Description	Module	Status	Type	Amount
09/12/2023		DFT0008714	MISSOURI LOCAL GOVERNMENT	Accounts Payable	Outstanding	Bank Draft	-624.10
09/12/2023		DFT0008715	MISSOURI LOCAL GOVERNMENT	Accounts Payable	Outstanding	Bank Draft	-705.30
09/12/2023		DFT0008716	MISSOURI LOCAL GOVERNMENT	Accounts Payable	Outstanding	Bank Draft	-602.91
09/12/2023		DFT0008717	MISSOURI LOCAL GOVERNMENT	Accounts Payable	Outstanding	Bank Draft	-565.67
09/12/2023		DFT0008718	MISSOURI LOCAL GOVERNMENT	Accounts Payable	Outstanding	Bank Draft	-513.08
09/12/2023		DFT0008719	MISSOURI LOCAL GOVERNMENT	Accounts Payable	Outstanding	Bank Draft	-533.60
Bank Account 99-10005 Total: (171)							-363,467.23
Report Total: (171)							-363,467.23

Summary

Bank Account	Count	Amount
99-10005 Pooled Cash - USB	171	-363,467.23
Report Total:	171	-363,467.23

Cash Account	Count	Amount
99 99-10005 Pooled Cash - USB	171	-363,467.23
Report Total:	171	-363,467.23

Transaction Type	Count	Amount
Bank Draft	171	-363,467.23
Report Total:	171	-363,467.23



Expense Approval Report

By Purchased From Vendor

Post Dates 9/8/2023 - 9/8/2023

Vendor Name	Purchased From Vendor	Post Date	Description (Item)	Account Number	Amount
Purchased From Vendor: FOP LODGE 50 - UNION DUES					
FOP LODGE 50 - UNION DUES	FOP LODGE 50 - UNION DUES	09/08/2023	POLICE UNION DUES / 12/18/	10-20510	348.84
			Purchased From Vendor FOP LODGE 50 - UNION DUES Total:		348.84
Purchased From Vendor: IAFF LOCAL 42 - UNION DUES					
IAFF LOCAL 42 - UNION DUES	IAFF LOCAL 42 - UNION DUES	09/08/2023	UNION DUES FT/ 12/18/2020	10-20510	637.65
IAFF LOCAL 42 - UNION DUES	IAFF LOCAL 42 - UNION DUES	09/08/2023	UNION DUES PT/ 12/18/2020	10-20510	72.87
			Purchased From Vendor IAFF LOCAL 42 - UNION DUES Total:		710.52
			Grand Total:		1,059.36

Report Summary

Fund Summary

Fund	Expense Amount	Payment Amount
10 - GENERAL FUND	1,059.36	1,059.36
Grand Total:	1,059.36	1,059.36

Account Summary

Account Number	Account Name	Expense Amount	Payment Amount
10-20510	Union Dues	1,059.36	1,059.36
Grand Total:		1,059.36	1,059.36

Project Account Summary

Project Account Key	Expense Amount	Payment Amount
None	1,059.36	1,059.36
Grand Total:	1,059.36	1,059.36



RIVERSIDE\COMPADMIN

Expense Approval Report

By Purchased From Vendor

Post Dates 9/19/2023 - 9/19/2023

Vendor Name	Purchased From Vendor	Post Date	Description (Item)	Account Number	Amount
Purchased From Vendor: EVERGY					
EVERGY	EVERGY	09/19/2023	Street Lights	10-331-000-26800	22,825.87
				Purchased From Vendor EVERGY Total:	22,825.87
				Grand Total:	22,825.87

Report Summary

Fund Summary

Fund	Expense Amount	Payment Amount
10 - GENERAL FUND	22,825.87	22,825.87
Grand Total:	22,825.87	22,825.87

Account Summary

Account Number	Account Name	Expense Amount	Payment Amount
10-331-000-26800	City-Wide Streetlighting	22,825.87	22,825.87
Grand Total:		22,825.87	22,825.87

Project Account Summary

Project Account Key	Expense Amount	Payment Amount
None	22,825.87	22,825.87
Grand Total:	22,825.87	22,825.87



RIVERSIDE\COMPADMIN

Receipt Register

Invoice Detail

POPKT00448 - Motorola PO00193

Vendor Number		Vendor Name										Vendor Total Discount:		0.00	Invoice Total:		100.98																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																														
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Number		8281700198		Bank Code		USB		1099		Single Chk		On Hold		Item Date		8/25/2023		Post Date		7/10/2023		Due Date		7/10/2023		Discount Date		8/25/2023		Amount		100.98		Shipping		0.00		Sales Tax		0.00		Discount		0.00		Invoice Total		100.98																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																															
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Packet Totals		Vendors:	1	Invoices:	1	Purchase Orders:	1	Amount:	100.98	Shipping:	0.00	Tax:	0.00	Discount:	0.00	Total Amount:	100.98
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Summaries

Purchase Order Summary

Purchase Order Number	Description	Invoice Amount	Invoice Shipping	Invoice Sales Tax	Invoice Discount	Invoice Total
PO00193	KVL5000	100.98	0.00	0.00	0.00	100.98
		Total:	100.98	0.00	0.00	100.98

Bank Code Summary

Bank Code	Invoice Amount	Invoice Shipping	Invoice Sales Tax	Invoice Discount	Invoice Total
USB	100.98	0.00	0.00	0.00	100.98
	Total:	100.98	0.00	0.00	100.98

RESOLUTION NO. R-2023-130

A RESOLUTION APPROVING AN AGREEMENT WITH ARAMARK REFRESHMENT SERVICES, LLC.

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

THAT the Agreement between the City of Riverside and Aramark Refreshment Services, LLC, attached hereto in its substantial form, is hereby approved and the Mayor is authorized to execute the Agreement on behalf of the City; and

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

PASSED AND ADOPTED by the Board of Aldermen of the City of Riverside, Missouri, the ____ day of _____ 2023.

Mayor Kathleen L. Rose

ATTEST:

Robin Kincaid, City Clerk


ADDENDUM

1. This addendum is made and entered as of the last date in the signature box below, by and between the City Riverside, Missouri ("City") and Aramark Refreshment Services, LLC ("Contractor").
2. This addendum form is hereby made a part of the Customer Relationship Agreement by and between the parties hereto ("Agreement"), modifying and superseding where it is inconsistent. All other terms and conditions of the Agreement remain unchanged, and this addendum is expressly incorporated and made a part of the Agreement.
3. Notwithstanding any provision of the Agreement to the contrary, nothing in the Agreement shall constitute or be construed or deemed to constitute a waiver of the City's sovereign immunity. Any indemnity provided by the City is subject to the extent permitted by law.
4. This Agreement shall be governed by and interpreted, construed, and enforced in accordance with the laws of the State of Missouri. The parties hereto agree that any action at law, suit in equity, or other judicial proceeding arising out of this Agreement shall be instituted only in the Circuit Court of Platte County, Missouri or in federal court of the Western District of Missouri
5. In accordance with the laws of the State of Missouri, specifically Missouri Constitution, art. VI, section 26, notwithstanding any provision to the contrary, nothing in the Agreement shall be construed as creating an obligation or debt beyond the City's fiscal year, and in the event that it does, performance of the City's obligations under the Agreement is expressly subject to appropriation of funds by the City year-to-year during the duration of the Agreement.

[Remainder of page intentionally left blank]

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

**ARAMARK REFRESHMENT
SERVICES, LLC:**

By: 
Name: David SEELEN
Title: District Mgr.
Dated: 9/14/23

CITY OF RIVERSIDE, MISSOURI:

By: _____
Kathleen L. Rose, Mayor
Dated: _____

ATTEST:

Robin Kincaid, City Clerk

COUNTERSIGNED BY:

CITY PURCHASING AGENT:

By: _____
Brian E. Koral, City Administrator
Dated: _____



Aramark Refreshments

CUSTOMER RELATIONSHIP AGREEMENT

AGREEMENT EFFECTIVE DATE: 09/04/2023

CUSTOMER SERVICE LOCATION(S)

ARAMARK REPRESENTATIVE: Stephanie Francis

CUSTOMER BILLING ADDRESS (IF DIFFERENT)

CUSTOMER NAME: Riverside, MO Government	CUSTOMER NAME: Riverside, MO Government
ADDRESS: 2950 Northwest Vivion Road	ADDRESS: 2950 Northwest Vivion Road
CITY / PROVINCE/ POSTAL CODE: Riverside/MO/64150	CITY / STATE / ZIP: Riverside/MO/64150
PHONE #: 816-732-9010	PHONE #:
EMAIL:	EMAIL:
ATTN:	ATTN:
SIC: 8748	ACCOUNT TYPE: SHIP ONLY <input type="checkbox"/> FULL SERVICE <input checked="" type="checkbox"/>
	PAYMENT TYPE:

ADDITIONAL SERVICE LOCATIONS* (IF ANY):

*In the event Aramark elects to provide services to any additional Customer location in the same geographic area as the initial location(s), the new location will automatically be covered by this Agreement.

Aramark's Commitment to our Customers

- ♦ Reliable services, including regular delivery of product at your locations
- ♦ High quality products and equipment, meeting or exceeding industry standards
- ♦ Prompt, no-cost equipment repairs
- ♦ Regular servicing of Aramark provided equipment
- ♦ Dedication to meeting or exceeding your expectations

Service Guaranty: Customer may terminate this Agreement at any time for material deficiencies in service if, after notifying Aramark in writing of the nature of the service deficiencies, Aramark has not corrected the deficiencies within forty-five days.

Customer agrees to purchase all breakroom products, and rent related equipment, exclusively from Aramark. The breakroom products and equipment are listed below.

PRODUCTS:	Product	Price/Product	Product	Price/Product
	See Product list attached below			

EQUIPMENT:	Description	Monthly Rental/Unit(\$)	Description	Monthly Rental/Unit(\$)
	Curtis TLP-90 Airpot Br. Auto(1)	\$25.00		

FILTERS and UV BULBS:	Filter Exchange/UV Bulb	Filter Exchange/UV Bulb Price	Frequency/Year
	Aramark Bronze Water Filter(1)	\$59.99	4

MONTHLY MINIMUM PURCHASE REQUIREMENT: Each month, Customer agrees to spend, or guarantee average spend of, at least \$100.00, excluding applicable taxes, on products, equipment and services (the Monthly Minimum). Aramark reserves the right to invoice monthly the difference between Customer's actual spend and the Monthly Minimum if average spend falls below this amount.

Administrative charge (not intended to be an employee tip or gratuity): \$9.99 per delivery
Equipment installation charge: \$25 per piece of equipment

Terms and Conditions

1. **Service Guaranty:** Customer may terminate this Agreement at any time for material deficiencies in service if, after notifying Aramark in writing of the nature of the service deficiencies, Aramark has not corrected the deficiencies within forty-five days.
2. This Agreement, including all attachments and addendums/amendments signed by both parties, is the entire agreement. Any terms and conditions in a customer purchase order or similar document will have no effect.
3. In no event will either party or its affiliates be liable to the other party for any claims for indirect, special, incidental, consequential, punitive or extraordinary damages, lost profits or business interruption.
4. Title and ownership of any equipment will remain with Aramark. Customer agrees to pay Aramark's standard replacement price for any equipment that is not returned to Aramark upon the expiration or termination of this Agreement or if any equipment is damaged by Customer, except for damage resulting from normal wear and tear. All products consumed or used in connection with the equipment furnished by Aramark must be purchased from Aramark.
5. Payment terms are net thirty days from the date of invoice. Aramark may charge a late payment charge on all past due amounts equal to the lesser of one and one-half percent per month (eighteen percent per year) or the maximum permitted by law. The charges in this Agreement are exclusive of any applicable taxes.
6. The initial term of this agreement is thirty-six months. This Agreement will automatically renew on a year-to-year basis after the initial term, unless either party provides sixty days' prior written notice before the end of the current term.
7. On or after each anniversary of the above Effective Date, Aramark may increase the prices then in effect by five percent (API). In addition, upon written notice (which may be by invoice, monthly statement or letter), prices may be changed by Aramark. Customer may reject a price change (except the API) by notifying Aramark in writing within five business days of receiving notice. If Customer rejects a price change, Aramark reserves the right to terminate this Agreement in whole or in part.
8. In addition to any other remedies Aramark may have, if Customer breaches this Agreement, or terminates this Agreement other than in accordance with the Section 1 or Section 6 above, Customer agrees to pay:
- a) a restocking charge of seventy-five dollars per piece of equipment; and
 - b) liquidated damages (intended as a good faith pre-estimate of the actual damages Aramark would incur and not as a penalty) in an amount equal to twenty-five percent of the average monthly charges during the six months prior to termination times the number of months remaining on the unexpired term of this Agreement.
9. Additional charges will be agreed upon for services outside the scope of Aramark's standard service offering.
10. Customer acknowledges that some or all equipment will be connected to water lines. Aramark recommends enrolling in our Water Leak Prevention Program, which will provide for the installation of a Water Block on each water line and the annual inspection of the Water Block and related water lines used to connect the equipment. While no product or program can fully eliminate the risk of water leaks, these actions can help minimize water damage in the event of a leak. Unless initialed below, Aramark will implement the Water Leak Prevention Program. Customer agrees to pay a one-time fee of \$159 dollars per water line with a Water Block installed.

Customer Additional/Special Requirements or Terms:

If additional products/services are to be provided, or buyback protected contract investment to be made, check box ☐ and attach addendum(s).

Temp Energy Fee: \$9.50 per delivery (see ararefreshments.com/fuel for details)

CUSTOMER

Signature: _____

Print Name: _____

Title: _____

ARAMARK REFRESHMENT SERVICES, LLC

Signature: _____

Print Name: _____

Title: _____

PRODUCTS:	Product	Price/Product	Product - UOM
	Caribou Regular 2.5oz 18ct Case	\$45.73	Case
	Kaldi Market Blend 2.5oz 24ct Case	\$79.30	Case
	The Roasterie Kansas City 2.5oz 64ct Case	\$188.14	Case
	Starbucks Pike Place 2.5oz 18ct Pack	\$67.75	Pack
	Parisi House Blend 2.5oz 40ct Case	\$102.37	Case
	Joffrey French Vanilla 2.0oz 24ct Case	\$40.65	Case
	Folgers Classic Roast .9oz 36ct Case	\$30.57	Case
	CC Signature Blend 2.5oz 40ct Case	\$49.98	Case
	Roasterie Super Tuscan WB 5lb 1ct Each	\$88.40	Each
	CC Sig Blend Dark Roast WB 2lb 1ct Each	\$24.98	Each
	Joffrey Divine Donut Dark WB 2lb 1ct Each	\$24.98	Each
	Roasterie KC Blend WB 5lb 1ct Each	\$91.69	Each
	Roasterie KC Blend Decaf WB 5lb 1ct Each	\$87.25	Each
	Grindstone Sugar Canister 20oz 1ct Each	\$ 3.21	Each
	Sysco Sugar Packets 2000ct Case	\$27.02	Case
	Sugar in the Raw 200ct Pack	\$14.53	Pack
	Grindstone Creamer Canister 12oz 1ct Each	\$ 3.15	Each
	CoffeeMate Liq Regular .375oz 50ct Pack	\$ 7.49	Pack
	CoffeeMate Liq Hazelnut .375oz 50ct Pack	\$ 7.05	Pack
	CoffeeMate Liq French Van .375oz 50ct Pack	\$ 7.09	Pack
	Truvia Sweetener All Natural 140ct Pack	\$15.65	Pack
	Equal Packets 115ct Pack	\$ 5.37	Case of 12
	SweetnLow Packets 100ct Pack	\$ 3.85	Pack
	Splenda Sweetener Packets 100ct Pack	\$ 8.76	Pack
	Sysco Black Stir Straws 5.25" 1000ct Pack	\$ 2.56	Pack



Riverside Police Department

Resolution Overview

AGENDA DATE: September 19, 2023

BACKGROUND: This request is for purchasing new gas masks for chemical munitions and replacement mask filters. Our current masks are well beyond their service life and no longer function correctly to protect the officers. This request was part of the approved FY 2023-2024 budget. These items will be purchased from TIPS coop contract #210102.

BUDGETARY IMPACT: \$22,000

A RESOLUTION AUTHORIZING THE PURCHASE OF GAS MASKS AND FILTERS FOR THE POLICE DEPARTMENT FROM ABM SUPPLY LLC OFF THE TIPS PURCHASING CONTRACT IN THE AMOUNT NOT TO EXCEED \$22,000.00.

WHEREAS, the Police Department has a need for the acquisition of gas masks and filters as detailed in attachments A; and

WHEREAS, the City of Riverside in the adoption of its purchasing policy has approved the practice of purchasing equipment from competitive bids awarded by other governmental entities through the cooperative bidding process; and

WHEREAS, TIPS has competitively bid and awarded to ABM Supply, LLC – # 210102; and

WHEREAS, funds for such purpose were budgeted in the Fiscal Year 2023-2024 budget; and

WHEREAS, the City of Riverside finds it is in the best interest of the citizens of the City of Riverside to authorize and approve the purchase of the gas masks and filters from ABM Supply, LLC in an amount not to exceed \$22,000.00.

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

THAT, the purchase of gas masks and filters from ABM Supply, LLC in an amount not to exceed \$22,000.00 is hereby authorized and approved; and

FURTHER THAT the Mayor, Police Chief and/or the City Administrator, or his designee, are hereby authorized to execute all documents necessary or incidental to this transaction and the City Clerk is authorized to attest thereto.

PASSED AND ADOPTED by the Board of Aldermen of the City of Riverside, Missouri, the 19th day of September 2023.

Mayor Kathleen L. Rose

ATTEST:

Robin Kincaid, City Clerk

ABM Supply, LLC

Quote

"Proudly Serving First Responders"

8413 Lakeview Avenue
Lenexa, KS 66219

(913) 961-8535

alan.mestdagh@abmsupplykc.com

Name/Address

Riverside Police Department
Attn: Doug VanLeeuwen
2990 NW Vivion Rd.
Riverside, MO 64150

Date	Quote No.
9/5/2023	2419
Expiration Date	
10/5/2023	
Vendor #	

Salesperson	Job	Delivery Days-ARO	Terms
Alan	Gas Masks	45	Net 30

Item	Description	Qty	Rate	Total
	For TIPS Contract purchases; The 2 items below must be shown on any POs issued. •Contract# 210102 •Vendor# 6690			
AVN-70501-556	Avon, C50 First Responder Kit, Medium	30	630.00	18,900.00
AVN-72606-3	Avon, CTCF50 Riot Agent Filter (pack of 4)	10	181.00	1,810.00
Freight	Shipping/Handling	1	1,075.00	1,075.00

Thank you for the opportunity to provide
this quote. We value your business.

Total \$21,785.00

For those wishing to pay with a
credit card there will be a
3.5% convenience fee.

RESOLUTION NO. R-2023-132

A RESOLUTION APPROVING AN AGREEMENT WITH ZOLL MEDICAL CORPORATION

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

THAT the ALS/BLS Software Solutions Service Provider Agreement and Addendum for CaseReview Premium Subscription with ZOLL Medical Corporation of which is attached hereto, is hereby approved in the total amount of \$2,260.00 at \$452.00 annually, for five years, and further that the Mayor is authorized to sign such agreement on behalf of the City; and

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

PASSED AND ADOPTED by the Board of Aldermen of the City of Riverside, Missouri, the ____ day of _____ 2023.

Mayor Kathleen L. Rose

ATTEST:

Robin Kincaid, City Clerk

ADDENDUM

1. This addendum is made and entered as of the last date in the signature box below, by and between the City Riverside, Missouri (“City”) and ZOLL Medical Corporation (“Contractor”).
2. This addendum form is hereby made a part of the Software Solutions Master Application Service Provider Agreement by and between the parties hereto (“Agreement”), modifying and superseding where it is inconsistent. All other terms and conditions of the Agreement remain unchanged, and this addendum is expressly incorporated and made a part of the Agreement.
3. Notwithstanding any provision of the Agreement to the contrary, nothing in the Agreement shall constitute or be construed or deemed to constitute a waiver of the City’s sovereign immunity. Any indemnity provided by the City is subject to the extent permitted by law.
4. This Agreement shall be governed by and interpreted, construed, and enforced in accordance with the laws of the State of Missouri. The parties hereto agree that any action at law, suit in equity, or other judicial proceeding arising out of this Agreement shall be instituted only in the Circuit Court of Platte County, Missouri or in federal court of the Western District of Missouri
5. In accordance with the laws of the State of Missouri, specifically Missouri Constitution, art. VI, section 26, notwithstanding any provision to the contrary, nothing in the Agreement shall be construed as creating an obligation or debt beyond the City’s fiscal year, and in the event that it does, performance of the City’s obligations under the Agreement is expressly subject to appropriation of funds by the City year-to-year during the duration of the Agreement.

[Remainder of page intentionally left blank]

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

ZOLL MEDICAL CORPORATION:

By: _____

Name: _____

Title: _____

Dated: _____

CITY OF RIVERSIDE, MISSOURI:

By: _____

Kathleen L. Rose, Mayor

Dated: _____

ATTEST:

Robin Kincaid, City Clerk

COUNTERSIGNED BY:

CITY PURCHASING AGENT:

By: _____

Brian E. Koral, City Administrator

Dated: _____

**ZOLL Medical Corporation**

269 Mill Road
Chelmsford, MA 01824-4105
Federal ID# 04-2711626

Phone: (800) 348-9011

Fax: (978) 421-0015

Email: esales@zoll.com

Quote No: Q-31735 Version: 3

City of Riverside Fire Department
2990 Northwest Vivion Road
Riverside, MO 64150

Quote No: Q-31735

Version: 3

ZOLL Customer No: 136856

Jason Snarr
(816) 741-1191
jsnarr@riversidemo.com

Issued Date: September 7, 2023

Expiration Date: September 30, 2023

Terms: 20% due net 30, 20% due June 1, 2023, 20% due June 1, 2024, 20% due June 1, 2025, balance due June 1, 2026.

FOB: Shipping Point

Freight: Prepay & Add

Prepared by: Lori Rohling
EMS Territory Manager
lrohling@zoll.com
+1 7734740916

Item	Contract Reference	Part Number	Description	Qty	List Price	Adj. Price	Total Price
1		8400-110045	CaseReview Premium Subscription, X Series, 5 Year- Hosted Provides detailed post-case information, including CPR quality on compression depth, rate, pause time and release velocity, as well as ECG, shocks, EtCO2 and SpO2 vital signs.	1	\$2,430.00	\$2,260.00	\$2,260.00

Subtotal: \$2,260.00

Total: \$2,260.00

Additional Language

Software subscriptions to be paid annually.

To the extent that ZOLL and Customer, or Customer's Representative have negotiated and executed overriding terms and conditions ("Overriding T's & C's"), those terms and conditions would apply to this quotation. In all other cases, this quote is made subject to ZOLL's Standard Commercial Terms and Conditions ("ZOLL T's & C's") which for capital equipment, accessories and consumables can be found at <https://www.zoll.com/about-zoll/invoice-terms-and-conditions> and for software products can be found at <http://www.zoll.com/SSHTC>. Except in the case of overriding T's and C's, any Purchase Order ("PO") issued in response to this quotation will be deemed to incorporate ZOLL T's & C's, and any other terms and conditions presented shall have no force or effect except to the extent agreed in writing by ZOLL.

1. Delivery will be made upon availability.
2. This Quote expires on September 30, 2023. Pricing is subject to change after this date.
3. Applicable tax, shipping & handling will be added at the time of invoicing.
4. All purchase orders are subject to credit approval before being accepted by ZOLL.
5. To place an order, please forward the purchase order with a copy of this quotation to esales@zoll.com or via fax to 978-421-0015.
6. All discounts from list price are contingent upon payment within the agreed upon terms.

**ZOLL Medical Corporation**

269 Mill Road
Chelmsford, MA 01824-4105
Federal ID# 04-2711626

Phone: (800) 348-9011
Fax: (978) 421-0015
Email: esales@zoll.com

City of Riverside Fire Department
Quote No: Q-31735 Version: 3

7. Place your future accessory orders online by visiting www.zollwebstore.com.

Order Information (to be completed by the customer)

☐ Tax Exempt Entity (Tax Exempt Certificate must be provided to ZOLL)

☐ Taxable Entity (Applicable tax will be applied at time of invoice)

BILL TO ADDRESS	SHIP TO ADDRESS
Name/Department:	Name/Department:
Address:	Address:
City / State / Zip Code:	City / State / Zip Code:

Is a Purchase Order (PO) required for the purchase and/or payment of the products listed on this quotation?

☐ Yes PO Number: _____ PO Amount: _____
(A copy of the Purchase Order must be included with this Quote when returned to ZOLL)

☐ No (Please complete the below section when submitting this order)

For organizations that do not require a PO, ZOLL requires written execution of this order. The person signing below represents and warrants that she or he has the authority to bind the party for which he or she is signing to the terms and prices in this quotation.

City of Riverside Fire Department

Authorized Signature:

Name: _____
Title: _____
Date: _____



ZOLL Medical Corporation

269 Mill Road
Chelmsford, MA 01824-4105
Federal ID# 04-2711626

Phone: (800) 348-9011

Fax: (978) 421-0015

Email: esales@zoll.com

City of Riverside Fire Department
Quote No: Q-31735 Version: 3

ALS/BLS Software Solutions Master Application Service Provider Agreement

1. **Orders.** ZOLL Medical Corporation (“ZOLL”) shall provide the ASP Services, Implementation Services and Support Services identified in any order or contract (“Order”) between ZOLL and another party (“Customer”) incorporating this Software Solutions Master Application Service Provider Agreement (together with each such Order, the “Agreement”). ASP Services are further defined in Section 3. Implementation Services are further defined in Section 4. Support Services are further defined in Section 5. The ASP Services, Implementation Services, and Support Services are each, and are collectively, “Services”. The terms and conditions set forth in this Agreement shall only apply to ALS/BLS Software Solutions products that are used with ZOLL Medical Corporation defibrillators. For the sake of clarity, these terms and conditions do not apply to any ZOLL patient care reporting software.

2. **Payment.** Customer shall pay fees to ZOLL for Services as provided in any Order and this Agreement (“Fees”). Unless otherwise provided in the applicable Order, Customer will pay ZOLL all Fees due under this Agreement within thirty (30) days after the date of ZOLL’s invoice. The first invoice will be sent after the Deployment Effective Date. “Deployment Date” means the date upon which the deployment of the ASP Services is complete and it is able to function as described in the warranty set forth in this Agreement, regardless of whether Customer actually uses such ASP Services. “Deployment Effective Date” means the earlier of (a) the Deployment Date or (b) 90 days from the date after ZOLL’s shipment of defibrillators that are included on the Order (the “Latest Deployment Date”), unless a delay in the Deployment Date has been caused by ZOLL, in which case the Deployment Effective Date shall be postponed by a number of days equal to the delay that ZOLL has caused. Fees are non-refundable other than as expressly set forth herein. Amounts not paid when due will accrue interest at the rate of 1.5% per month, or the maximum allowed by law, whichever is less. Customer shall pay all expenses (including reasonable attorney’s fees) incurred by ZOLL in connection with collection of late payments. Any amounts not paid by Customer when due may result in the forfeiture by Customer, in ZOLL’s sole discretion, of any discounts previously offered by ZOLL. In addition, ZOLL may cease providing any or all of the Services if any invoice is not paid in a timely manner, in which event ZOLL will not be liable to Customer for any damages caused by such cessation. Payment terms are subject to ZOLL’s credit approval. Fees exclude all applicable sales, use and other taxes and all applicable export and import fees, customs duties and similar charges (“Taxes”).

3. **ASP Services.** “ASP Services” means the hosting and maintenance of ZOLL software, as modified, updated, and enhanced (the “Underlying Software”), for remote electronic access and use by Registered Users on the website with a unique URL to be provided by ZOLL to Customer (the “ZOLL Site”) in substantial conformity with the instructions for use, documentation and users manuals from time-to-time provided by ZOLL (the “Documentation”), as listed in any Order, on and after the Implementation Date (defined below) for such services and before that Order has expired or been terminated in accordance with the Agreement. Customer acknowledges that the ASP Services are only compatible with ZOLL equipment that has been enabled and configured for use with the ASP Services in accordance with the Documentation and only with the browser and other technical environment that supports the use of the ASP Services in accordance with the Documentation.

3.1. **Provision of ASP Services.** Subject to the terms and conditions of the Agreement, ZOLL will use commercially reasonable efforts to make the ASP Services available to Customer and Customer’s employees, directors, principals, partners, consultants and agents authorized to use ASP Services on behalf of Customer and registered through the ZOLL Site for such use (“Registered Users”) through the ZOLL Site over normal network connections in accordance with the Documentation, excepting downtime due to necessary maintenance and troubleshooting. Customer, not ZOLL, shall be responsible for controlling Registered Users and protection of confidentiality of its login identifications and passwords. Customer acknowledges that (i) it is responsible for maintaining its interface and connectivity to the ASP Services and (ii) any facilities used for provision of the ASP Services may be owned or operated by ZOLL, or a ZOLL affiliate or a third party, or any combination of such facilities, as determined by ZOLL. Customer acknowledges that ZOLL may modify and upgrade the ASP Services, on an ongoing basis, to improve or adapt the ASP Services. Without limiting the foregoing, ZOLL will have the right, in its sole discretion, to develop, provide and market new, upgraded or modified ASP Services to Customer, including adding, removing or modifying the functionality or features of the ASP Services accessible by Registered Users. ZOLL will use commercially reasonable efforts to notify Customer within a reasonable period of time prior to the implementation of such changes so that Customer is reasonably informed of alterations to the ASP Services that will affect the ASP Services and Customer’s use of them. Notwithstanding anything to the contrary in the Agreement, ZOLL may cease providing any ASP Services upon at least six months advance notice to Customer.

3.2. **Access Software.** Subject to the terms and conditions of this Agreement, ZOLL grants to Customer, during the Term, a non-exclusive, non-transferable, non-sublicensable license for Registered Users to access and use the ASP Services using the ZOLL software that Registered Users may download at the ZOLL Site to access the ASP Services, as modified, updated and enhanced (the “Access Software”), each as made available to Customer through the ZOLL Site, solely for Customer’s internal business purposes and solely in accordance with the Documentation. Access Software and Underlying Software are, collectively, the “Software”.

3.3. **Restrictions.** Customer shall not, and shall not permit any third party to: (a) use, reproduce, modify, adapt, alter, translate or create derivative works from the ASP Services, Software or Documentation; (b) merge the ASP Services, Software or Documentation with other software or services; (c) sublicense, distribute, sell, use for service bureau use, lease, rent, loan, or otherwise transfer or allow access to the ASP Services, Software or the Documentation to any third party; (d) reverse engineer, decompile, disassemble, or otherwise attempt to alter or derive the Source Code for the ASP Services or Software; (e) remove, alter, cover or obfuscate any copyright notices or other proprietary rights notices included in the ASP Services, Software or Documentation; or (f) otherwise use or copy the ASP Services, Software or Documentation in any manner not expressly permitted by the Agreement. Customer agrees not to use the ASP Services in excess of its authorized login protocols. Customer shall immediately notify ZOLL of any unauthorized use of Customer’s login ID, password or account or other breach of security. If Customer becomes aware of any actual or threatened activity contemplated by the restrictions on use set forth in this section, Customer will, and will cause Registered Users to, immediately take all reasonable measures necessary to stop the activity or threatened activity and to mitigate the effect of such activity including: (i) discontinuing and limiting any improper access to any data; (ii) preventing any use and disclosure of improperly obtained data; (iii) destroying any copies of improperly obtained data that may have been made on their systems; (iv) otherwise attempting to mitigate any harm from such events; and (v) immediately notifying ZOLL of any such event so that ZOLL may also attempt to remedy the problem and prevent its future occurrence.

3.4. Service Level Agreement.

3.4.1. **Downtime.** “Downtime”, expressed in minutes, is any time the ASP Services are not accessible to Registered Users.

3.4.2. **Planned Downtime.** “Planned Downtime” is Downtime during which ASP Services may not be available in order for ZOLL to continue to provide commercially reasonable services, features and performance to its customers. Planned Downtime includes, but is not limited to: (a) Standard Maintenance; and (b) Emergency Maintenance. “Standard Maintenance” is performed when upgrades or system updates are desirable. “Emergency Maintenance” is performed when a critical system update must be applied quickly to avoid significant Downtime. Standard Maintenance may be performed weekly on Monday and Wednesday between the hours of 7 p.m. to 11 p.m. in Broomfield, Colorado. ZOLL will provide Customer with notice at least 24 hours in advance of Standard Maintenance.



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3.4.3. Excused Downtime. "Excused Downtime" time is Downtime caused by: (a) services, software or hardware provided by anyone or any entity other than ZOLL, (b) software, services or systems operating outside of a ZOLL Site, including any software or systems operating on a Customer's premises (including ZOLL software); (c) a Force Majeure Event or (d) Customer's failure to comply with its obligations under the Agreement or use of the ASP Services in ways that were not intended.

3.4.4. Unplanned Downtime. Unplanned Downtime in a calendar month is expressed as a percentage calculated as follows:

$$\frac{(\text{Downtime} - (\text{Planned Downtime} + \text{Excused Downtime}))}{\text{Total number of minutes in the calendar month}} \times 100 = x\%, \text{ where "x" is Unplanned Downtime.}$$

3.4.5. Unplanned Downtime Goal. ZOLL shall provide the ASP Services such that there is less than 1% of Unplanned Downtime in a calendar month (the "Unplanned Downtime Goal"). The ASP Services covered by the Unplanned Downtime Goal are those for which Customer has paid all Fees when due and is using in the course of carrying out its normal business operations in accordance with the Agreement.

3.4.6. Revocation of Administrative Rights. Notwithstanding anything to the contrary in the Agreement, ZOLL may revoke administrative rights, including database access rights, if the use of any such rights results in Downtime.

3.4.7. Customer Content; Security; Backup.

3.4.7.1. Customer Content. As between ZOLL and Customer, and without limiting the rights of any patient, Customer will retain all right, title and interest in and to all data, information or other content provided by Customer in its use of the ASP Services ("Customer Content"); *provided, however*, that ZOLL may de-identify and use Customer Content for any lawful purpose consistent with all applicable law.

3.4.7.2. Security. Subject to Customer's obligations under this Agreement, ZOLL will implement commercially reasonable security measures within the ASP Services in an attempt to prevent unlawful access to Customer Content by third parties. Such measures may include, where appropriate, use of updated firewalls, commercially available virus screening software, login identification and passwords, encryption, intrusion detection systems, logging of incidents, periodic reporting, and prompt application of current security patches and virus definitions.

3.4.7.3. Backup of Customer Content (Not Applicable to Remote View). Although ZOLL will use commercially reasonable efforts to maintain the integrity of the Customer Content, to back up the Customer Content, and to provide full and ongoing access to the ASP Services, loss of access to the ASP Services and loss of Customer Content may occur. Customer will make provision for additional back-up storage of any critical Customer Content and shall be responsible for compliance with all records retention requirements applicable to Customer. ZOLL will not be responsible for any loss, corruption of or inaccessibility of the Customer Content due to interruption in the ASP Services or otherwise arising out of circumstances not within ZOLL's control.

3.4.7.4. Availability of Customer Content (Not Applicable to Remote View). It is Customer's responsibility to maintain any Customer Content that it requires for archival purposes, ongoing management of its operations and compliance with applicable records retention requirements. Unless specified otherwise in the Agreement, ZOLL will store Customer Content, other than Inactive Customer Content as defined below (the "Active Customer Content"), in ZOLL's working data set until the earlier of (i) five years (calculated from the date of creation of such Customer Content, or ZOLL's receipt of such Customer Content, whichever is later) or (ii) the expiration or termination of this Agreement or the Order under which such Active Customer Content was stored (the "Active Retention Period"). Upon the expiration of the Active Retention Period, ZOLL will notify Customer in writing and will provide Customer the option, which Customer shall exercise by informing ZOLL in writing, within 30 days of receiving the notice, that either (a) Customer wishes to receive Active Customer Content in a database determined by ZOLL in its sole and absolute discretion (a "Database"), or (b) Customer will pay ZOLL, at ZOLL's then-current storage rates and upon ZOLL's then-current terms and conditions, to continue to store the Active Customer Content. If Customer fails to exercise one of the foregoing options within such 30-day period, ZOLL will have the right to destroy the Active Customer Content. During the time ZOLL stores Customer Content for Customer hereunder, ZOLL may periodically identify Customer Content that has had no activity associated with it for at least 180 days ("Inactive Customer Content") and will notify Customer in writing of its intent to remove the Inactive Customer Content from ZOLL's working data set and destroy such data, unless Customer requests, in writing, within 30 days of receiving the notice from ZOLL, that either (z) Customer wishes to receive the Inactive Customer Content in a Database, or (y) Customer will pay ZOLL, at ZOLL's then-current storage rates and upon ZOLL's then-current terms and conditions, to continue to store such Inactive Customer Content. If Customer fails to exercise one of the foregoing options within such 30-day period, ZOLL will have the right to destroy the applicable Inactive Customer Content in its possession or under its control. Except for this [Section 3.4.7.4](#), the terms of [Section 3.4](#) (including, without limitation, the Unplanned Downtime Goal) do not apply to Customer's access of Inactive Customer Content. Customer represents, warrants and agrees that it (A) is solely responsible for determining the retention period applicable to it with respect to Customer Content maintained by ZOLL; (B) has consulted with or has had the opportunity to consult with legal, information governance or records management professionals; and (C) is not relying upon ZOLL to assist with determining the records maintenance or retention requirements applicable to it.

3.4.8. Remedies. A "Service Credit" means a percentage of the monthly Fee to be credited to Customer (subject to Customer's written request therefor and ZOLL's verification thereof) for any ASP Service for which the Unplanned Downtime Goal is exceeded in a calendar month. For any calendar month where the aggregate total of Unplanned Downtime for any ASP Service exceeds one percent ZOLL will provide a 10% Service Credit towards Customer's monthly Fee for such ASP Service that was affected; *provided, that* Customer (i) requests such Service Credit in writing within 30 days of the end of the calendar month in which such Unplanned Downtime occurred, (ii) includes in such request the nature of, and date and time of such Unplanned Downtime and (iii) such Unplanned Downtime is verified by ZOLL. Such Service Credit will be applied to a future month's invoice for such ASP Services, which typically is two months later. Failure to submit a written request for Service Credit as provided in this [Section 3.4.8](#) shall constitute a waiver of such Service Credit by Customer. Further, Service Credits shall not be issued if Customer is not current on all Fees due and payable. The remedy set forth in this [Section 3.4.8](#) shall be the Customers' sole and exclusive remedy with respect to ZOLL exceeding the Unplanned Downtime Goal.

3.4.9. Modifications. Changes to this [Section 3.4](#) may be made from time to time at ZOLL's sole discretion. Customer will be notified of any such changes that are material.

4. Implementation Services. ZOLL shall provide ASP Services implementation, training and any related services identified in an Order (the "Implementation Services"). Customer shall, in a timely manner and at its own expense, cooperate and provide or make available to ZOLL access to the Customer's premises, systems, telephone, terminals and facsimile machines and all relevant information, documentation and staff reasonably required by ZOLL to enable ZOLL to perform the Implementation Services. Customer acknowledges that any time frames or dates for completion of the Implementation Services set out in an Order are estimates only and



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the ability to meet them is influenced by a range of factors including, without limitation, response times and level of cooperation of Customer. Any obligations as to time are therefore on a "reasonable efforts" basis only and ZOLL shall not be liable for failure to meet time frames or completion dates unless solely due to ZOLL's negligence.

5. Support Services. ZOLL shall provide the following Support Services for ASP Services without any additional Fees, except that ZOLL will have no obligation to provide such Support Services if any Fees for ASP Services are past due.

5.1. Support.

5.1.1. Emergency Support. ZOLL shall provide telephone support to Customer for 24 hours a day, 7 days a week, to address Errors that prevent Customer from using Supported ASP Services for a purpose for which Customer has an immediate and material need. "**Supported ASP Services**" means the ASP Services for which Customer has paid the then-current Fees. "**Supported Environment**" means a browser and other technical environment that supports the use of the ASP Services in accordance with the Documentation. "**Error**" means a reproducible defect in the Supported ASP Services when operated in accordance with the Documentation in a Supported Environment that causes the Supported ASP Services not to operate substantially in accordance with such Documentation.

5.1.2. Technical Support. ZOLL shall provide telephone support to Customer during 6 a.m. to 6 p.m. Eastern Time, Monday to Friday, excluding ZOLL holidays ("**Business Hours**") to address all other Errors relating to any Supported ASP Services. Such telephone support will include (i) clarification of functions and features of the Supported ASP Services; (ii) clarification of the Documentation; (iii) guidance in operation of the Supported ASP Services; (iv) assistance in identifying and verifying the causes of suspected Errors in the Supported ASP Services; and (v) advice on bypassing identified Errors in the Supported ASP Services, if reasonably possible. Responses to such reporting shall be provided at a minimum within twenty-four (24) hours during Business Hours.

5.1.3. Resolution. ZOLL shall use commercially reasonable efforts to provide a modification or workaround to Supported ASP Services that resolves an Error in all material respects ("**Resolution**").

5.1.4. Expenses. Support Services provided hereunder shall be provided from Chelmsford, Massachusetts or Broomfield, Colorado, as determined in ZOLL's sole discretion. Should Customer request that ZOLL send personnel to Customer's location to resolve any Error in the Supported ASP Services, ZOLL may charge Customer a fee of \$2,500 for each day ZOLL personnel is at Customer's location.

5.1.5. Exceptions. ZOLL shall have no responsibility under this Agreement to fix any Errors arising out of or related to the following causes: (a) Customer's modification or combination of the Access Software (in whole or in part), (b) use of the Supported ASP Services in an environment other than a Supported Environment; or (c) accident; unusual physical, electrical or electromagnetic stress; neglect; misuse; failure or fluctuation of electric power, air conditioning or humidity control; failure of media not furnished by ZOLL; excessive heating; fire and smoke damage; operation of the Supported ASP Services with other media and hardware, software or telecommunication interfaces; or causes other than ordinary use. Any corrections performed by ZOLL for such Errors shall be made, in ZOLL's reasonable discretion, at ZOLL's then-current time and material charges. ZOLL will provide the Support Services only for the most current release and the one immediately preceding major release of any Access Software. Notwithstanding anything to the contrary in the Agreement, (i) ZOLL may cease providing Support Services for any ASP Services upon at least six (6) months advance notice to Customer of such cessation and (ii) Support Services do not cover Third Party Products or Services (defined below).

5.2. Conditions and Limitations. Customer shall provide ZOLL with access to Customer's personnel and its equipment. This access must include the ability to remotely access the equipment on which the Supported ASP Services are operating and to obtain the same access to the equipment as those of Customer's employees having the highest privilege or clearance level. ZOLL will inform Customer of the specifications of the remote access methods available and associated software needed, and Customer will be responsible for the costs and use of said equipment. Fees for third party software and services are set by the owner of such software.

6. Warranties.

6.1. Implementation Services and Support Services. Subject to Customer's payment of the Fees, ZOLL warrants that any Implementation Services or Support Services provided to Customer will be performed with due care in a professional and workmanlike manner. ZOLL shall, as its sole obligation and Customer's sole and exclusive remedy for any breach of the warranty set forth in this [Section 6.1](#), perform again the Implementation Services or Support Services that gave rise to the breach or, in the case of Implementation Services, at ZOLL's option, refund the Fees for such Implementation Services paid by Customer for the Implementation Services which gave rise to the breach. The availability of any remedy for a breach of the warranty set forth in this [Section 6.1](#) is conditioned upon Customer notifying ZOLL in writing of such breach within thirty (30) days following performance of the defective Implementation Services or Support Services, specifying the breach in reasonable detail.

6.2. ASP Services and Access Software. Subject to Customer's payment of the Fees, ZOLL represents and warrants with respect to any ASP Services that (i) ZOLL has the right to license the Access Software and Documentation and make the ASP Services available to Customer pursuant to this Agreement and (ii) the ASP Services, when used as permitted and in accordance with the Documentation, will materially conform to the Documentation. ZOLL does not warrant that Customer's use of the ASP Services will be error free or uninterrupted. Customer will notify ZOLL in writing of any breach of this warranty with respect to any ASP Services prior to the expiration or termination of the Order for such ASP Services. If ZOLL is unable to provide a correction or work-around pursuant to the terms governing the provision of the ASP Services after using commercially reasonable efforts, ZOLL may terminate such Order upon written notice to Customer. Any such correction or work-around shall not extend the term of such Order. This [Section 6.2](#) sets forth Customer's exclusive remedy, and ZOLL's entire liability, for breach of the warranty for the ASP Services contained herein.

6.3. Warranty Disclaimers. The warranties for the Software and Services are solely and expressly as set forth in [Section 6.1](#) and [Section 6.2](#) and are expressly qualified, in their entirety, by this [Section 6.3](#). EXCEPT AS EXPRESSLY SET FORTH IN [SECTION 6.1](#) AND [SECTION 6.2](#), (A) THE SOFTWARE AND SERVICES ARE PROVIDED STRICTLY "AS IS", WITHOUT ANY WARRANTIES OF ANY KIND, WHETHER EXPRESS, IMPLIED, STATUTORY, WRITTEN OR ORAL; (B) ZOLL DOES NOT PROMISE THAT THE SOFTWARE OR SERVICES WILL BE SECURE, UNINTERRUPTED OR ERROR-FREE OR THAT THEY ARE SUITABLE FOR THE PARTICULAR NEEDS OF CUSTOMER, REGISTERED USERS OR ANY THIRD PARTY; AND (C) ZOLL SPECIFICALLY DISCLAIMS ALL IMPLIED WARRANTIES, INCLUDING, WITHOUT LIMITATION, ALL WARRANTIES OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, TITLE, AND NON INFRINGEMENT, AND ANY WARRANTIES ARISING FROM COURSE OF DEALING OR COURSE OF PERFORMANCE OR USAGE IN TRADE. CUSTOMER ACKNOWLEDGES THAT IT HAS RELIED ON NO WARRANTIES OTHER THAN THE EXPRESS WARRANTIES IN THIS AGREEMENT, AND THAT NO WARRANTIES ARE MADE BY ANY OF ZOLL'S LICENSORS OR SUPPLIERS WITH RESPECT TO THIRD PARTY PRODUCTS OR SERVICES. Customer acknowledges and agrees that, in entering into this Agreement, it has not relied upon the future availability of any new or enhanced feature or functionality, or any new or enhanced product or service, including, without limitation, updates or upgrades to ZOLL's existing products and services. ZOLL's performance obligations hereunder are limited to those expressly enumerated herein, and payment for ZOLL's performance obligations shall be due as described herein.

7. Confidentiality. Neither party will use any trade secrets, information, or other material, tangible or intangible, that relates to the business or technology of the other party and is marked or identified as confidential or is disclosed in circumstances that would lead a reasonable person to believe such information is confidential



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(“**Confidential Information**”) for any purpose not expressly permitted by this Agreement, and will further disclose the Confidential Information of the party disclosing it (“**Disclosing Party**”) only to the employees or contractors of the party receiving it (“**Receiving Party**”) who have a need to know such Confidential Information for purposes of this Agreement and who are under a duty of confidentiality no less restrictive than the Receiving Party’s duty hereunder. The Receiving Party will protect the Disclosing Party’s Confidential Information from unauthorized use, access, or disclosure in the same manner as the Receiving Party protects its own confidential or proprietary information of a similar nature and with no less than reasonable care. The ASP Services, Software and Documentation shall be ZOLL’s Confidential Information (including without limitation any routines, subroutines, directories, tools, programs, or any other technology included in the Software), notwithstanding any failure to mark or identify it as such. The Receiving Party’s obligations under this Section 7 with respect to any Confidential Information of the Disclosing Party will terminate when and to the extent the Receiving Party can document that such information: (a) was already lawfully known to the Receiving Party at the time of disclosure by the Disclosing Party; (b) is disclosed to the Receiving Party by a third party who had the right to make such disclosure without any confidentiality restrictions; (c) is, or through no fault of the Receiving Party has become, generally available to the public; or (d) is independently developed by the Receiving Party without access to, or use of, Confidential Information. In addition, the Receiving Party may disclose Confidential Information of the Disclosing Party to the extent that such disclosure is: (i) necessary for the Receiving Party to enforce its rights under this Agreement in connection with a legal proceeding; or (ii) required by law or by the order of a court or similar judicial or administrative body, provided that the Receiving Party notifies the Disclosing Party of such disclosure in writing prior to making such disclosure and cooperates with the Disclosing Party, at the Disclosing Party’s reasonable request and expense, in any lawful action to contest or limit the scope of such disclosure.

8. Indemnification.

8.1. By ZOLL. ZOLL will defend, at its own expense, any action against Customer or its or any of its agents, officers, director, or employees (“**Customer Parties**”) brought by a third party alleging that any Software or Services infringe any U.S. patents or any copyrights or misappropriate any trade secrets of a third party, and ZOLL will pay those costs and damages finally awarded against the Customer Parties in any such action that are specifically attributable to such claim or those costs and damages agreed to in a monetary settlement of such action. The foregoing obligations are conditioned on Customer: (a) notifying ZOLL promptly in writing of such claim or action; (b) giving ZOLL sole control of the defense thereof and any related settlement negotiations; and (c) cooperating with ZOLL and, at ZOLL’s request and expense, assisting in such defense. If any of the Software or Services become, or in ZOLL’s opinion is likely to become, the subject of an infringement claim, ZOLL may, at its sole option and expense, either: (i) procure for Customer the right to continue using such Software or Services; (ii) modify or replace such Software or Services with substantially similar software or services so that such Software or Services becomes non-infringing; or (iii) terminate this Agreement, in whole or in part. Notwithstanding the foregoing, ZOLL will have no obligation under this Section 8.1 or otherwise with respect to any infringement claim based upon: (1) use of any of the Software or Services not in accordance with this Agreement; (2) any use of any Software or Services in combination with products equipment, software, services or data not supplied by ZOLL if such infringement would have been avoided but for the combination with other products, equipment, software, services or data; (3) the failure of Customer to implement any replacements, corrections or modifications made available by ZOLL for any Software or Services including, but not limited to, any use of any release of the Software other than the most current release made commercially available by ZOLL; (4) any Customer Content; or (5) any modification of any Software or Services or use thereof by any person other than ZOLL or its authorized agents or subcontractors. This Section 8 states ZOLL’s entire liability and the exclusive remedy for any claims of infringement.

8.2. By Customer. Customer shall indemnify, defend and hold ZOLL and its agents, officers, directors and employees (the “**ZOLL Parties**”) harmless from and against any and all liabilities, losses, expenses, damages and claims (collectively, “**Claims**”) that arise out of the following except to the extent the Claims are due to the gross negligence, intentional misconduct or breach of this Agreement by the ZOLL Parties: (i) information provided to any of the ZOLL Parties by any of the Customer Parties; (ii) any of the Customer Parties’ use or misuse of any of the Software or Services, including without limitation in combination with Customer’s software or services or third party software or services; (iii) any modifications made by any of the Customer Parties to any of the Software or Services; (iv) infringement by any of the Customer Parties of any third party intellectual property right; (v) Taxes (other than taxes based on ZOLL’s net income) and any related penalties and interest, arising from the payment of the Fees or the delivery of the Software and Services to Customer; and (ix) any violation of laws or regulations, including without limitation applicable export and import control laws and regulations in the use of any of the Software or Services, by any of the Customer Parties.

9. Limitation of Liability. NOTWITHSTANDING ANYTHING HEREIN TO THE CONTRARY, IN NO EVENT WILL ZOLL OR ITS AFFILIATES, SUBCONTRACTORS OR SUPPLIERS, OR ANY OF THEIR OFFICERS OR DIRECTORS, BE LIABLE, EVEN IF ADVISED OF THE POSSIBILITY, FOR: (i) SPECIAL, INCIDENTAL, INDIRECT, PUNITIVE, EXEMPLARY OR CONSEQUENTIAL DAMAGES OF ANY KIND, HOWEVER CAUSED AND ON ANY THEORY OF LIABILITY (INCLUDING, BUT NOT LIMITED TO, NEGLIGENCE), (ii) LOSS OF PROFIT, DATA, BUSINESS OR GOODWILL, COSTS OF PROCUREMENT OF SUBSTITUTE GOODS OR SERVICES OR (iii) ANY LOSSES, COSTS OR DAMAGES ASSOCIATED WITH CUSTOMER’S PRODUCTS OR OTHER ELEMENTS INCORPORATED OR USED THEREWITH WHICH WERE NOT PROVIDED BY ZOLL OR WITH RESPECT TO ANY MODIFICATIONS MADE TO THE SOFTWARE OR SERVICES OR MISUSE OF THE SOFTWARE OR SERVICES. ZOLL’S TOTAL CUMULATIVE LIABILITY IN CONNECTION WITH THIS AGREEMENT, WHETHER IN CONTRACT OR TORT OR OTHERWISE, WILL NOT EXCEED THE AMOUNT PAID TO ZOLL BY CUSTOMER FOR THE SOFTWARE AND SERVICES PROVIDED UNDER THIS AGREEMENT DURING THE 12-MONTH PERIOD PRECEDING THE EVENTS GIVING RISE TO SUCH LIABILITY. Customer acknowledges that these limitations reflect the allocation of risk set forth in this Agreement and that ZOLL would not enter into this Agreement without these limitations on its liability. Customer agrees that these limitations shall apply notwithstanding any failure of essential purpose of any limited remedy. The remedies in this Agreement are Customer’s sole and exclusive remedies. In addition, ZOLL disclaims all liability of any kind of ZOLL’s licensors and suppliers, for third party products or services, and for the actions or omissions of Customer’s representatives.

10. Ownership. All right, title and interest, including but not limited to all existing or future copyrights, trademarks, service marks, trade secrets, patents, patent applications, know how, moral rights, contract rights, and proprietary rights, and all registrations, applications, renewals, extensions, and combinations of the foregoing, in and to the following are the exclusive property of ZOLL (or, as the case may be, its subsidiaries, licensors and suppliers): (i) ASP Services, Software, Documentation, and all proprietary technology used by ZOLL to perform its obligations under this Agreement; (ii) all software, tools, routines, programs, designs, technology, ideas, know-how, processes, techniques and inventions that ZOLL makes, develops, conceives or reduces to practice, whether alone or jointly with others, in the course of performing the Services; (iii) the fully compiled version of any of the foregoing software programs that can be executed by a computer and used without further compilation (the “**Executable Code**”); (iv) the human readable version of any of the foregoing software programs that can be compiled into Executable Code (the “**Source Code**”); and (v) all enhancements, modifications, improvements and derivative works of each and any of the foregoing (the “**ZOLL Property**”). If any derivative work is created by Customer from the Software or Services, ZOLL shall own all right, title and interest in and to such derivative work. Any rights not expressly granted to Customer hereunder are reserved by ZOLL (or its licensors and suppliers, as the case may be).

11. Term and Termination.



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City of Riverside Fire Department

Quote No: Q-31735 Version: 3

11.1. Term. The term of this Agreement (“Term”) begins on the effective date of the first Order incorporating this Agreement and continues until it is terminated. The term of each Order begins on the effective date of such Order and continues until it expires or is terminated; *provided, however*, that such term (and any extension thereof) shall automatically renew for an equivalent period at ZOLL’s then current list pricing unless either party notifies the other party in writing of an intent to not renew such term at least ninety (90) days prior to the expiration of such term. “**Implementation Date**” for any ASP Services means the earlier of (a) the date upon which the activation of such ASP Services is complete and such ASP Services are able to function as described in the warranty for such ASP Services, regardless of whether Customer uses such ASP Services or (b) one hundred eighty (180) days following the shipment of the monitor/defibrillators in connection with which such ASP Services are to be used, unless a delay in the activation of such ASP Services is caused by ZOLL, in which case the Implementation Date shall be postponed by a number of days equal to the delay that ZOLL has caused; or (c) if Customer does not use Implementation Services to activate such ASP Services, the date of the Order for such ASP Services.

11.2. Termination. Either party may terminate this Agreement or any Order without cause on thirty (30) days’ prior written notice to the other party. Either party may terminate this Agreement or any Order if the other party materially defaults in the performance of any of its obligations hereunder and fails to cure such default within twenty (20) days after written notice from the non-defaulting party.

11.3. Effects of Termination. Upon expiration or termination of this Agreement or any Order for any reason: (a) all amounts, if any, owed to ZOLL under this Agreement or the Order that has expired or been terminated (the “**Expired or Terminated Document**”) before such termination or expiration will become immediately due and payable; (b) Customer’s right to access the ASP Services, and all licensed rights granted, in the Expired or Terminated Document will immediately terminate and cease to exist; and (c) Customer must (i) promptly discontinue all use of any ASP Services provided under the Expired or Terminated Document (ii) erase all copies of Access Software from Customer’s computers and the computers of its customers and return to ZOLL or destroy all copies of such Access Software and related Documentation on tangible media in Customer’s possession and (iii) return or destroy all copies of the Documentation in Customer’s possession or control; (d) each party shall promptly discontinue all use of the other party’s Confidential Information disclosed in connection with the Expired or Terminated Document and return to the other party or, at the other party’s option, destroy, all copies of any such Confidential Information in tangible or electronic form. Additionally, if any Order for ASP Services is terminated by ZOLL for a material default or by Customer without cause, then Customer immediately shall pay ZOLL an early termination fee equal to the amount of (x) the Fees for such ASP Services otherwise payable during the initial term of such Order had such Order not been terminated during such term minus (y) the sum of such Fees paid by Customer to ZOLL prior to the date of termination. Upon ZOLL’s request, Customer will provide a written certification (in a form acceptable to ZOLL), certifying as to Customer’s compliance with its post-termination obligations set forth in this [Section 11.3](#).

12. General Provisions.

12.1. Compliance with Laws. Customer shall comply with all applicable laws and regulations, and obtain required authorizations, concerning its use of the ASP Services, including without limitation if applicable all export and import control laws and regulations. Customer will not use any ASP Services for any purpose in violation of any applicable laws. ZOLL may suspend performance if Customer violated applicable laws or regulations.

12.2. Audits and Inspections. Upon written request from ZOLL, Customer shall furnish ZOLL with a certificate signed by an officer of Customer stating that the ASP Services are being used strictly in accordance with the terms and conditions of this Agreement. During the Term and for a period of six months following the termination or expiration of this Agreement, upon prior written notice, ZOLL will have the right, during normal business hours, to inspect, or have an independent audit firm inspect, Customer’s records relating to Customer’s use of the ASP Services to ensure it is in compliance with the terms of this Agreement. The costs of the audit will be paid by ZOLL, unless the audit reveals that Customer’s underpayment of Fees exceeds five percent. Customer will promptly pay to ZOLL any amounts shown by any such audit to be owing (which shall be calculated at ZOLL’s standard, non-discounted rates) plus interest as provided in [Section 2](#) above.

12.3. Assignments. Customer may not assign or transfer, by operation of law or otherwise (including in connection with a sale of substantially all assets or equity, merger or other change in control transaction), any of its rights under this Agreement or any Order to any third party without ZOLL’s prior written consent. Any attempted assignment or transfer in violation of the foregoing will be null and void. ZOLL shall have the right to assign this Agreement or any Order to any affiliate, or to any successor to its business or assets to which this Agreement relates, whether by merger, sale of assets, sale of stock, reorganization or otherwise, and to contract with any third party to provide part of any of the Software and Services, and to delegate performance of this Agreement or any Order to any of its subsidiaries.

12.4. U.S. Government End Users. If Customer is a branch or agency of the United States Government, the following provision applies. The Software and Documentation are composed of “commercial computer software” and “commercial computer software documentation” as such terms are used in 48 C.F.R. 12.212 (SEPT 1995) and are (i) for acquisition by or on behalf of civilian agencies, consistent with the policy set forth in 48 C.F.R. 12.212; or (ii) for acquisition by or on behalf of units of the Department of Defense, consistent with the policies set forth in 48 C.F.R. 227.7202 1 (JUN 1995) and 227.7202 3 (JUN 1995).

12.5. Notices. All notices, consents, and approvals under this Agreement must be delivered in writing by electronic mail, courier, electronic facsimile, or certified or registered mail (postage prepaid and return receipt requested) to the other party at the address set forth in the most recent Order (or to such other address or person as from time to time provided by such party in accordance with this [Section 12.5](#)), and will be effective upon receipt or three (3) business days after being deposited in the mail as required above, whichever occurs sooner.

12.6. Governing Law and Venue; Waiver of Jury Trial. This Agreement will be governed by and interpreted in accordance with the laws of the State of Colorado without reference to its choice of law rules. The United Nations Convention on Contracts for the International Sale of Goods does not apply to this Agreement. Any action or proceeding arising from or relating to this Agreement shall be brought in a federal or state court in the State of Colorado, and each party irrevocably submits to the jurisdiction and venue of any such court in any such action or proceeding. EACH PARTY HEREBY KNOWINGLY, VOLUNTARILY, AND INTENTIONALLY WAIVES ANY RIGHT IT MAY HAVE TO A TRIAL BY JURY IN RESPECT OF ANY LITIGATION ARISING OUT OF OR IN CONNECTION WITH THIS AGREEMENT.

12.7. Remedies. Except as otherwise expressly provided in this Agreement, the parties’ rights and remedies under this Agreement are cumulative. Customer acknowledges that the Software and Services are built on valuable trade secrets and proprietary information of ZOLL, that any actual or threatened breach hereof will constitute immediate, irreparable harm to ZOLL for which monetary damages would be an inadequate remedy, and that ZOLL will be entitled to injunctive relief for such breach or threatened breach. Customer further agrees to waive and hereby waives any requirement for the security or the posting of any bond in connection with such remedies. Such remedies shall not be considered to be the exclusive remedies for any such breach or threatened breach, but shall be in addition to all other remedies available at law or equity to ZOLL.

12.8. Waivers. Any waiver or failure to enforce any provision of this Agreement on one occasion will not be deemed a waiver of any other provision or of such provision on any other occasion.

12.9. Severability. If any provision of this Agreement is held by a court of competent jurisdiction to be unenforceable, such provision will be changed and interpreted to accomplish the objectives of such provision to the greatest extent possible under applicable law and the remaining provisions of this Agreement will continue in full force



ZOLL Medical Corporation

269 Mill Road
Chelmsford, MA 01824-4105
Federal ID# 04-2711626

Phone: (800) 348-9011

Fax: (978) 421-0015

Email: esales@zoll.com

City of Riverside Fire Department
Quote No: Q-31735 Version: 3

and effect. In any event, the unenforceability or invalidity of any provision shall not affect any other provision of this Agreement, and this Agreement shall continue in full force and effect, and be construed and enforced, as if such provision had not been included, or had been modified as above provided, as the case may be.

12.10. Independent Contractors. The parties are entering into, and will perform, this Agreement as independent contractors. Nothing in this Agreement will be construed to make either party the agent of the other for any purpose whatsoever, to authorize either party to enter into any contract or assume any obligation on behalf of the other or to establish a partnership, franchise or joint venture between the parties.

12.11. Third Parties. Customer is solely responsible for, and none of the fees set forth herein shall be deemed to cover, any amounts owed to third parties in connection with the use of the ASP Services. If Customer engages a third-party provider ("**Third Party Provider**") to deliver products or services, including without limitation software, integrated into or receiving data from or accessing the ASP Services ("**Third Party Products or Services**"), Customer represents, warrants and agrees that: (i) ZOLL shall have no liability, and makes no representation, with respect to such Third Party Products or Services; and (ii) the Third Party Provider shall not be an agent of ZOLL. To the extent the ASP Services or Software contains software owned by a third party for which ZOLL has a license agreement with a third party, the ASP Services and Software and all rights granted hereunder are expressly limited by and subject to any license agreements ZOLL may have for such software.

12.12. Force Majeure. Neither party shall be liable for damages for any delay or failure of performance hereunder (other than payment obligation) arising out of causes beyond such party's reasonable control and without such party's fault or negligence, including, but not limited to, failure of its suppliers to timely deliver acceptable parts or services, any act or omission of Customer that interferes with or impedes ZOLL's performance hereunder, acts of God, acts of civil or military authority, fires, riots, wars, embargoes, Internet disruptions, hacker attacks, or communications failures (a "**Force Majeure Event**").

12.13. Entire Agreement; Amendment; No Third Party Beneficiaries; Survival. This Agreement, which may be accepted by performance, constitutes the entire agreement between the parties regarding the subject hereof and supersedes all prior or contemporaneous agreements, understandings, and communication, whether written or oral, except agreements at zollonline.com. Any other representation or agreement, whether written or oral, including but not limited to any purchase order issued by Customer, shall be wholly inapplicable to the Software and Services and shall not be binding in any way on ZOLL. This Agreement may not be amended or changed or any provision hereof waived except in writing signed by both parties. Any different or additional terms in any purchase order, confirmation or similar form issued or otherwise provided by Customer but not signed by an authorized representative of ZOLL shall have no force or effect. There are no third party beneficiaries of this Agreement. Those provisions of this Agreement that may be reasonably interpreted as surviving termination of this Agreement or the survival of which is necessary for the interpretation or enforcement of this Agreement shall continue in full force and effect in accordance with their terms notwithstanding the termination hereof including, but not limited to, Section 7 (Confidentiality), Section 8 (Indemnification), Section 9 (Limitation on Liability), Section 10 (Ownership), Section 11.3 (Effects of Termination) and Section 12 (General Provisions). This Agreement may be executed in counterparts, each of which will be considered an original, but all of which together will constitute the same instrument.

13. HIPAA. This Section 13 applies if and to the extent that ZOLL creates, receives, maintains or transmits, directly or indirectly, any protected health information of Customer ("**PHI**") in the course of providing Software or Services to Customer. Capitalized terms used but not defined in this Section 13 have the meanings assigned to them elsewhere in the Agreement or, if not defined therein, as defined in the Health Insurance Portability and Accountability Act of 1996 (P.L. 104 191), 42 U.S.C. Section 1320d, et seq., and regulations promulgated thereunder, as amended from time to time (such statute and regulations collectively referred to as "**HIPAA**"). "**Covered Entity**" as used herein means Customer. "**Business Associate**" as used herein means ZOLL. The purpose of this Section 13 is to comply with 45 C.F.R. §164.502(e) and §164.504(e), governing PHI and business associates under HIPAA.

13.1. Applicability. This Section 13 applies if and to the extent that Business Associate creates, receives, maintains or transmits, directly or indirectly, any PHI in the course of providing Software or Services to Covered Entity.

13.2. Compliance and Agents. Business Associate agrees that, to the extent it has access to PHI, Business Associate will fully comply with the requirements of this Section 13 with respect to such PHI. Business Associate will ensure that every agent, including a subcontractor, of Business Associate to whom it provides PHI received from, or created or received by Business Associate on behalf of, Covered Entity will comply with the same restrictions and conditions as set forth herein.

13.3. Use and Disclosure; Rights. Business Associate agrees that it shall not use or disclose PHI except as permitted under this Agreement, and in compliance with each applicable requirement of 45 CFR Section 164.504(e). Business Associate may use or disclose the PHI received or created by it, (a) to perform its obligations under this Agreement, (b) to perform functions, activities, or services for, or on behalf of, Covered Entity as specified in the Agreement, or (c) to provide data aggregation functions to Covered Entity as permitted by HIPAA. Further, Business Associate may use the PHI received by it in its capacity as Business Associate, if necessary, to properly manage and administer its business or to carry out its legal responsibilities. Business Associate may disclose the PHI received by it in its capacity as Business Associate to properly manage and administer its business or to carry out its legal responsibilities if: (a) the disclosure is required by law, or (b) the Business Associate obtains reasonable assurances from the person to whom the information is disclosed that it will be held confidentially and used or further disclosed only as required by law or for the purpose for which it is disclosed to the person and the person notifies Business Associate of any instances of which it is aware that the confidentiality of the information has been breached. Covered Entity shall not request Business Associate to use or disclose PHI in any manner that would not be permissible under HIPAA if done by Covered Entity.

13.4. Safeguards. Business Associate agrees to develop, document, use, and keep current appropriate procedural, physical, and electronic safeguards, as required in 45 C.F.R. §§164.308 - 164.312, sufficient to prevent any use or disclosure of electronic PHI other than as permitted or required by this Agreement.

13.5. Minimum Necessary. Business Associate will limit any use, disclosure, or request for use or disclosure to the minimum amount necessary to accomplish the intended purpose of the use, disclosure, or request.

13.6. Report of Improper Use or Disclosure. Business Associate shall report to Covered Entity any information of which it becomes aware concerning any use or disclosure of PHI that is not permitted by this Agreement and any security incident of which it becomes aware. Business Associate will, following the discovery of a breach of "**unsecured protected health information**," as defined in 45 C.F.R. § 164.402, notify Covered Entity of such breach within 15 days. The notice shall include the identification of each individual whose unsecured protected health information has been, or is reasonably believed by Business Associate to have been, accessed, acquired, or disclosed during such breach. Business Associate agrees to mitigate, to the extent practicable, any harmful effect that is known to Business Associate of a use or disclosure of PHI by Business Associate in violation of this Agreement.

13.7. Individual Access. In accordance with an individual's right to access to his or her own PHI in a designated record set under 45 CFR §164.524 and the individual's right to copy or amend such records under 45 CFR §164.524 and §164.526, Business Associate shall make available all PHI in a designated record set to Covered Entity to enable the Covered Entity to provide access to the individual to whom that information pertains or such individual's representative.

RESOLUTION NO. R-2023-133

A RESOLUTION DECLARING CERTAIN FURNITURE AND EQUIPMENT TO BE SURPLUS, AND AUTHORIZING ITS DISPOSAL

WHEREAS, the City of Riverside finds itself in possession of certain furniture and equipment that is no longer needed for City operations.

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

THAT the furniture and equipment listed on the attached Surplus List ("Equipment") is declared surplus. The Equipment shall be disposed in a manner determined by the City Administrator, or his designee, including sale by receipt of sealed bids, public auction, Internet auction, negotiated sale, or donation to a governmental entity, provided however, that if there is no reasonable market value (i.e., the property is worth little of significance) then the equipment may be recycled or discarded.

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

PASSED AND ADOPTED by the Board of Aldermen of the City of Riverside, Missouri, the 19th day of September 2023.

Mayor Kathleen L. Rose

ATTEST:

Robin Kincaid, City Clerk

RESOLUTION NO. R-2023-133

SURPLUS LIST

1995 FREIGHTLINER FIREMASTER PUMPER VIN 1FV6HLCBZTH704048

2003 JOHN DEERE GATOR UTV MOHP4GX017321

W/ NORTHERN TOOL 50 GALLON HIGH PRESSURE SPRAYER – MODEL #268173 SERIAL # 02176425

EQUIPMENT

GEAR WASHER

REFRIGERATORS

OFFICE CHAIRS

FITNESS EQUIPMENT

STORAGE CABINETS

ALUMINUM STORAGE BOX

APPROX. (7) SECTIONS OF 4" LARGE DIAMETER SUPPLY FIRE HOSE 100 FOOT EACH

OTHER MISC. PIECES OF FIRE EQUIPMENT

SWIMMING POOL ITEMS

SHADE STRUCTURES

LOUNGE CHAIRS

PICNIC TABLE

LOCKERS

RESTROOM PARTITIONS

RESTROOM MIRRORS

RESTROOM DISPENSERS

DIAPER CHANGING STATIONS

CASEWORK

DOORS

DRINKING FOUNTAIN

SHELVING

DIVING BOARD

RESOLUTION NO. R-2023-134

A RESOLUTION EXTENDING THE CITY OF RIVERSIDE VEHICLE TOWING AND STORAGE SERVICES TO GLAD RENTS, INC AND APPROVING EXECUTION OF A CONTRACT FOR 2023-2024 IN CONNECTION WITH THE PROVISION OF SUCH SERVICES

WHEREAS, the City of Riverside, Missouri pursuant to R-2022-109 approved a contract for vehicle towing and storage services; and

WHEREAS, pursuant to Resolution R-2022-109 such contract provides for the ability to extend such contract for three (3) additional one-year terms: and

WHEREAS, staff recommends the first year extension for 2023-2024 fiscal year with Glad Rents, Inc.; and

WHEREAS, the Board of Aldermen find it is in the best interest of the City to enter into an agreement extension, the first of three, with Glad Rents, Inc. for vehicle towing and storage services for the City of Riverside;

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

THAT the contract for vehicle towing and storage service with Glad Rents, Inc be extended from October 1, 2023 thru Sept. 30, 2024, a one (1) year term, with the option to renew for up to two (2) additional one-year terms; and

FURTHER THAT the Mayor, City Administrator, Police Chief, and other appropriate City officials are hereby authorized to execute an agreement in substantially the same form as attached hereto in Exhibit A, along with all other documents necessary to carry out the terms and conditions of such bid award and the City Clerk is authorized to attest thereto.

PASSED AND ADOPTED by the Board of Aldermen of the City of Riverside, Missouri, the 19th day of September 2023.

Mayor Kathleen L. Rose

ATTEST:

Robin Kincaid, City Clerk

CONTRACT

THIS FIRST CONTRACT EXTENSION is made and entered into by and between the City of Riverside, Missouri hereinafter called the "City", and Glad Rents, LLC, hereinafter called the "Company".

WHEREAS, City has caused to be prepared certain contract documents (comprised of Authorized Signature Page, Invitation for Bid, Terms and Conditions, Pricing, References and Experience, Personnel Qualifications, Equipment List, Federal Work Authorization Affidavit, and this Contract), said contract documents setting forth such equipment, labor and/or services to be furnished as therein fully described; and,

WHEREAS, Company did file with City its bid to furnish such equipment, labor and/or services, as specified; and,

WHEREAS, the said contract documents adequately and clearly describe the terms and conditions upon which the Company is to furnish such equipment, facilities, labor and/or services as specified;

IT IS THEREFORE AGREED AS FOLLOWS:

1. That a copy of said contract documents, attached hereto as Exhibit A, are incorporated herein, and that the same do in all particulars become the Contract between the parties hereto; that both parties hereby accept and agree to the terms and conditions of said contract documents, and that the parties are bound thereby; and that the compensation to be paid Company is as set forth in the contract documents.
2. That this Contract shall be effective upon its execution by the parties and shall be valid for one year thereafter. The City reserves the right in its sole discretion to extend this Contract for one year at a time, up to three additional years.

IN WITNESS WHEREOF, both parties hereto have executed this Contract as of the date last executed by the parties.

Company:

By: _____

Name: _____

Title: _____

Dated: _____

CITY OF RIVERSIDE, MISSOURI:

By: _____

Name: Kathleen L. Rose

Title: Mayor

Dated: _____

ATTEST:

Robin Kincaid, City Clerk

COUNTERSIGNED BY CITY PURCHASING AGENT:

By: _____

Brian E. Koral, City Administrator

Dated: _____

EXHIBIT A

Authorized Signature Page, Invitation for Bid, Terms and Conditions, Pricing, References and Experience, Personnel Qualifications, Equipment List, Federal Work Authorization Affidavit, Certificate of Insurance

A RESOLUTION AWARDING THE BID FOR VEHICLE TOWING AND STORAGE SERVICES TO GLAD RENTS, INC.

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

THAT the Board of Aldermen hereby finds and determines that, pursuant to the Invitation to Bid, Glad Rents, Inc. is the lowest and best bidder; and

FURTHER THAT pursuant to City Code Section 135.070.B, the Board finds and determines that contracting with Glad Rents, Inc. would be in the best interest of the City because of its good performance history with the City; and

FURTHER THAT the Board awards the bid for Vehicle Towing and Storage Services to Glad Rents, Inc.; and

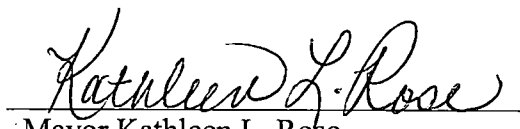
FURTHER THAT the Board approves the Contract with Glad Rents, Inc., in substantially the form attached hereto, and authorizes the Mayor to execute the Contract on behalf of the City; and

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

PASSED AND ADOPTED by the Board of Aldermen of the City of Riverside, Missouri, the 4th day of October, 2022.

ATTEST


Robin Kincaid, City Clerk


Mayor Kathleen L. Rose

CONTRACT

THIS CONTRACT is made and entered into by and between the City of Riverside, Missouri hereinafter called the "City", and Glad Rents, hereinafter called the "Company".

WHEREAS, City has caused to be prepared certain contract documents (comprised of Authorized Signature Page, Invitation for Bid, Terms and Conditions, Pricing, References and Experience, Personnel Qualifications, Equipment List, Federal Work Authorization Affidavit, and this Contract), said contract documents setting forth such equipment, labor and/or services to be furnished as therein fully described; and,

WHEREAS, Company did file with City its bid to furnish such equipment, labor and/or services, as specified; and,

WHEREAS, the said contract documents adequately and clearly describe the terms and conditions upon which the Company is to furnish such equipment, facilities, labor and/or services as specified;

IT IS THEREFORE AGREED AS FOLLOWS:

1. That a copy of said contract documents, attached hereto as Exhibit A, are incorporated herein, and that the same do in all particulars become the Contract between the parties hereto; that both parties hereby accept and agree to the terms and conditions of said contract documents, and that the parties are bound thereby; and that the compensation to be paid Company is as set forth in the contract documents.
2. That this Contract shall be effective upon its execution by the parties and shall be valid for one year thereafter. The City reserves the right in its sole discretion to extend this Contract for one year at a time, up to three additional years.

IN WITNESS WHEREOF, both parties hereto have executed this Contract as of the date last executed by the parties.

Company:

By: _____

Name: _____

Title: _____

Dated: _____

CITY OF RIVERSIDE, MISSOURI:

By: Kathleen L. Rose

Name: Kathleen L. Rose

Title: Mayor

Dated: October 4, 2022

ATTEST:

Robin Kincaid

Robin Kincaid, City Clerk

COUNTERSIGNED BY CITY PURCHASING AGENT:

By: Brian E. Koral

Brian E. Koral, City Administrator

Dated: 10/31/22

Company:

Glad Rents, Inc

By: Lind F. Kracht

Name: Linda F. Kracht

Title: President

Dated: 10-31-2022

CITY OF RIVERSIDE, MISSOURI:

By: Kathleen L. Rose

Name: Kathleen L. Rose

Title: Mayor

Dated: October 4, 2022

ATTEST:

Robin Kincaid

Robin Kincaid, City Clerk

COUNTERSIGNED BY CITY PURCHASING AGENT:

By: _____

Brian E. Koral, City Administrator

Dated: _____

EXHIBIT A

Authorized Signature Page, Invitation for Bid, Terms and Conditions, Pricing, References and Experience, Personnel Qualifications, Equipment List, Federal Work Authorization Affidavit, Certificate of Insurance

City of Riverside, Missouri

INVITATION FOR BID

City of Riverside will accept sealed bids from qualified persons or firms interested in providing the following:

VEHICLE TOWING AND STORAGE SERVICES

BIDS MUST BE RECEIVED BY AND WILL BE OPENED AT 10:00 AM CDT ON September 16, 2022.

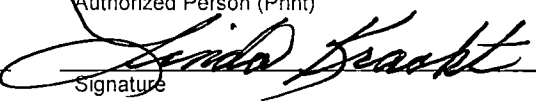
PLEASE MARK YOUR ENVELOPE "TOW CONTRACT SEALED BID" AND RETURN ONE (1) ORIGINAL AND THREE (3) COPIES to:

City of Riverside, Missouri
c/o City Clerk
2950 NW Vivion Road
Riverside, Missouri 64150

The City reserves the right to accept or reject any and all bids and to waive any technicalities or irregularities therein.

AUTHORIZED SIGNATURE PAGE

The undersigned certifies that he/she has the authority to bind this company in a Contract to supply the commodity or service in accordance with all terms, conditions, and pricing specified herein or to offer a "no bid." Please type or print the information below.

Glad Rents Inc	Linda Kracht
Company Name	Authorized Person (Print)
6800 N Oak Tfwy	
Address	Signature
Clay , Missouri 64118	President
County/State/Zip	Title
816-436-0900	8-31-2022
816-436-5812	43-0961552
Telephone #	Date
Fax #	Tax ID #
linda@gladrentsinc.com	Corporation
E-mail	Entity Type (Corporation, LLC, Sole Proprietor, Partnership,)

SUBMISSION OF BIDS

Sealed bids will be received by the City of Riverside, Missouri ("City") until 10:00 am CDT on September 16, 2022. Bids will NOT be accepted after the date and time of closing under any circumstances.

E-mailed or faxed bids will not be considered. No Bidder may withdraw his bid for a period of forty (40) days after the date of opening bids.

Extra copies of this Invitation or Bid are available from the City Clerk.

The City reserves the right to award the contract by sections, to accept or reject any and all bids, to waive any technicalities or irregularities therein, to negotiate further with the selected bidder, to determine in its sole discretion the lowest and best bidder, and to award the contract on such basis.

EXPLANATION TO BIDDERS

Any explanation desired by a bidder regarding the meaning or interpretation of the bid invitation's content must be requested in writing. City is under no obligation to notify prospective service providers of clarifications.

PURPOSE

The purpose of this bid is to obtain services for non-consensual tows by City.

BID AND CONTRACT DOCUMENTS:

The bid and Contract documents include:

- Invitation for Bid;
- Authorized Signature Page;
- Terms and Conditions;
- Certificate of Insurance;
- Pricing;
- References and Experience;
- Personnel Qualifications;
- Equipment List;
- Federal Work Authorization Affidavit;
- Contract.

INSTRUCTIONS

Bidders shall complete the Pricing, References and Experience, Personnel Qualifications, and Equipment List, and sign the Authorized Signature Page. Bidders shall also include proof of insurance and Federal Work Authorization Affidavit with the bid response.

TERMS AND CONDITIONS

CITY and COMPANY hereby agree to the following terms and conditions:

I. Definitions

- A. The "**City**" is Riverside, Missouri, and all of its Departments and Offices and employees, including the Police Department.
- B. The "**Company**" is mentioned as such (bidder, Bidder, Company) in the Contract and includes their designated representatives.
- C. A "**Police Ordered Tow**" is the towing of a motor vehicle or equipment ordered by the City Police Department for any of the following:
 - Abandoned vehicles, including motor vehicles, trailers, all-terrain vehicles, boats, or vessels, which are subject to removal from both public or private property, whether operational or not.
 - Illegally parked vehicles.
 - Impounded vehicles.
 - Wrecked vehicles where the operator for whatever reason is not capable of requesting a tow service.
 - Tows where the service requested by the operator of the vehicle is unable to respond in a reasonable time period.
 - Any other tow ordered by the City or its Police Department not excepted by this Contract.
- D. A "**Non-Preference Tow**" is a non-Police Ordered Tow where the vehicle owner/operator, either acting through himself/herself or through the City, does not request service from a preferred tow service and, therefore, the Company is contacted for service as if it were a Police Ordered Tow.
- E. A "**Citizen Request Tow**" is a tow where a specific tow company is requested by a citizen to provide the required service, although the Police Department may be involved in placing the call for service.
- F. A "**Tow Ticket**" is a form approved by the City which records the type of tow and the amount charged for service by the Company.

II. Scope of Service.

- A. **Towing Services to be Performed.** The Company shall provide towing services pursuant to this Contract for the following tows:
 - 1. Police Ordered Tows;
 - 2. Tows requested by City for city-owned vehicles or equipment (no charge if vehicle is located within 50 mile radius of City Hall);
 - 3. Non-preference tows.

The Police Department shall be responsible for identifying a tow as a Citizen Request Tow

or a Non-Preference Tow. If the Company is the preferred company as requested by a private citizen, the service provided is not covered by this Contract and is considered a Citizen Request Tow.

- B. **Payment.** The Company shall invoice the City monthly. The invoice shall be accompanied by copies of the Company's Tow Tickets, and shall contain, at a minimum, the following information: description of services; the type of tow; time it took to complete tow services (from the time Company receives call for tow services to the time the vehicle is delivered to the tow lot); and the amount charged for the service.

Payment will be processed within thirty days of receipt. City shall not be financially responsible to Company for Citizen Request Tows or non-preference tows. Rates shall be the same for Police Ordered Tows and Non-Preference Tows. All fees for a Citizen Request Tow shall be privately negotiated between the Company and the citizen. The Company is not required to apply the Contract pricing for a Citizen Request Tow.

- C. **Federal Work Authorization.** Pursuant to RSMo 285.530(1), by its sworn affidavit in substantially the form attached hereto and incorporated herein, Bidder hereby affirms its enrollment and participation in a federal work authorization program with respect to the employees working in connection with the contracted services. Furthermore, Contractor affirms that it does not knowingly employ any person who is an unauthorized alien in connection with the contracted services.

III. Towing and Storage Service Capabilities.

- A. **Availability and Response Times.** Company shall provide the City with a single telephone number and shall answer that number for the purpose of receiving requests for towing services, twenty four (24) hours per day, three hundred sixty five (365) days per year. Towing services must be available twenty four (24) hours per day, three hundred sixty five (365) days per year. Company shall respond to a request for towing services by the Police Department as quickly as possible and shall arrive at the location requested, provided the location is within the City limits, no later than thirty (30) minutes after receiving the call for service. Failure to respond within thirty (30) minutes may be excused by the City in its sole discretion.

In the event that Company fails to respond within thirty (30) minutes, the Police Department shall have the discretion of ordering a tow from a different company. The City shall provide Company documentation of the charges for towing services from the alternative Company. The Company shall reimburse the City for the difference between the Contract fees and the price charged by the alternate Company.

In the event of an emergency in which the Company is unable to handle the volume or the Police Department determines that it is necessary for the safety, health, or welfare of the general public to use an alternative means to remove vehicles outside of this Contract, the Police Department has the authority to do so. These circumstances may include multiple vehicle accidents occurring within the corporate City limits within a close time period but shall not be limited to this exception only. The Company is not responsible for reimbursing the City for the difference between the Contract fees and the price charged by the alternate Company, so long as the use of an alternate Company was not the result of the Company's failure to respond.

destinations as ordered by the Police Department.

2. Company shall clean up and remove from the roadway all debris associated with an incident that results in a tow as directed by the on scene officer. A specific time limit shall not apply for clean up activities, but the Company shall work expeditiously to clear the scene of debris. Company shall provide and supply all materials and equipment required to clean the scene from debris including, but not limited to, absorbing material, shovel, broom, etc.
3. Company agrees that the necessary time will be provided to the Police Department, and other law enforcement officers, to conduct required investigations of incidents involving vehicles prior to the towing of a vehicle. Waiting charges may be assessed only as specified in the Pricing section.

C. Reserved.

D. Equipment. Company shall submit a list of all equipment to be used under this Contract for approval by the City.

1. *Equipment.* Company shall maintain in good mechanical condition and shall have available twenty-four (24) hours per day, three hundred sixty five (365) days per year, the necessary equipment to adequately perform tow services including but not limited to:
 - (a) At least 2 Tow trucks; hauler, flatbed truck or rollback truck. The minimum acceptable size and capacity of the tow trucks is one (1) ton with a minimum boom of eight thousand (8,000) pounds with a constant pull winch with a minimum of three thousand (3,000) pounds.
 - (b) A reliable means of communication between the Company's office and each towing vehicle. Pagers and cellular phones are acceptable means of communication. Citizen band radios are not approved means of communication.
2. *Accessory Equipment.* Each vehicle maintained by Company shall be equipped with rotary flashing red or yellow beacon lights, emergency flashers, back-up lights, work lights, brooms, flares, and tarps or other protective material with adequate tie-downs for the protection of vehicles. All vehicles, with the exception of haulers, must be equipped with dollies.
3. *Equipment Identification.* All vehicles used to perform the services required by this contract shall be marked and identified with the name of the Company.
4. *Proper Licensing.* Company warrants that all vehicles utilized in carrying out the terms of this Contract are licensed to operate in Missouri, and that all applicable licenses will be acquired and maintained.

E. **Tow Tickets.** Company shall use Tow Tickets for all tows performed under this Contract and shall keep records of all services performed under this Contract. Each Tow Ticket shall set forth the charge made for towing service. All towing charges shall comply with the Pricing section.

F. **Tow Truck Drivers.** Company warrants that all tow truck drivers utilized in carrying out this Contract are competent and qualified to operate a tow truck in the State of Missouri, are trained in the use of towing equipment, and have a valid driver's license. The Company agrees that any of its tow truck drivers performing services under this Contract shall, prior to performing such services, submit a copy of his or her driver's license and submit to a background check in accordance with City Code Section 120.020. The Police Department reserves the right to reject any Company driver from performing services under this Contract if the driver does not possess the necessary valid driver's license or if the driver's background check reveals any felony conviction, a misdemeanor conviction involving violence, moral turpitude, weapons, or illegal use of any substance, or convicted or arrested for any other crime that, when considered with the duties and responsibilities of an operator, is considered by the Police Department to indicate that the best interests of the public are not served by granting the driver permission to perform duties under this Contract.

G. **Storage.**

1. **Outside storage.** The Company shall maintain a clean and orderly storage facility (lot or building) providing sufficient space for all vehicles towed by the Company. The storage facility shall be enclosed with substantial fencing capable of protecting stored vehicles and their contents from theft or vandalism. Gates and buildings shall be securely locked when not in use. The storage facility shall be sufficiently lighted to insure safe storage of vehicles. A sign shall be posted in a conspicuous place identifying the firm with a telephone number.
2. **Inside storage.** An inside storage area shall be provided. The inside storage area must be isolated from general access and provide insulation from contamination until a single vehicle has been inspected for evidence and released from isolation by a City representative. The inside storage area must be available for up to 96 consecutive hours for a vehicle and be protected against the elements, sources of contamination, and entry by unauthorized persons. The inside storage area must be served by electricity and heating.
3. **Storage access.** The Company will make the towed vehicle available for pickup and payment or access to essential belongings at any time within 24 hours after the vehicle has been towed and within 2 hours after the Company has been notified by the vehicle's responsible party of his or her intention to access the vehicle. After the first 24 hours, the vehicle may be accessed during the normal business hours of the Company, which shall at least include Monday thru Friday, 8:00 a.m. to 6:00 p.m.

IV. **Insurance.**

Insurance Coverage. Company must secure and maintain throughout the duration of this contract insurance of such types and in at least the amounts that are required herein. Company shall provide certificate(s) of insurance confirming the required protections and naming Riverside, Missouri as additional insured. The City shall be notified by receipt of written notice from the insurer at least thirty (30) days prior to modification or cancellation of any policy listed on the certificate(s):

- (A) **GENERAL LIABILITY** Commercial General Liability Insurance: Bodily Injury or Death/Property Damage: \$1,000,000 occurrence/\$3,000,000 aggregate
- (B) **COMPREHENSIVE AUTOMOBILE AND TRUCK LIABILITY** (Owner—Leased—

Non-Owned & Hired) - Bodily Injury or Death / Property Damage- \$1,000,000 occurrence/\$3,000,000 aggregate.

(C) ON HOOK/CARGO

Minimum Limits: \$100,000

(D) GARAGEKEEPER'S LEGAL LIABILITY INSURANCE

Minimum Limits: \$100,000

(E) WORKER'S COMPENSATION

Limits: Statutory

Employer's Liability:

Bodily Injury by Accident: \$100,000 Each Accident
Bodily Injury by Disease: \$100,000 Each Employee
Bodily Injury by Disease: \$500,000 Policy Limit

V. Other Provisions

- A. **Compliance with Laws.** Company must have a current business license on file with the City. Company agrees to comply with all applicable federal and state laws and City Ordinances.
- B. **No Commissions.** Company represents and warrants that no arrangement has been made with any person or agency to solicit or secure this Contract for a gratuity, commission, percentage, brokerage or contingent fee in any form to any person except bona fide employees of Company.
- C. **Hold Harmless.** The Company shall indemnify, defend, become responsible for and forever save harmless the City, its boards, committees, commissions, appointed and elected officials, attorneys, insurers, agents, officers and employees from any and all liability, cost or expense, including reasonable attorneys' fees and costs of defense incurred by them:
1. For loss or damage to property of the Company, its officers, agents, employees, licensees, and invitees, pursuant to and or in performance of this contract or for injury to or death of any such employee, agent, licensee, or invitee, pursuant to and/or in performance of this contract; however arising; and
 2. Arising directly or indirectly from any act or omission of the Company, or any person acting on Company's behalf, done or claimed to have been done by virtue of or pursuant to this Contract.
 3. Company shall be fully liable to the City for the acts and omissions of any subcontractors or agents, and of any persons indirectly employed by them, the same as Company is for the acts and omissions of direct employees. Company shall cause appropriate provisions to be inserted in any subcontracts relative to the work to require compliance by each subcontractor with the provisions of this Contract.

- D. **Acts of God.** Neither party shall be liable for delays, or defaults in the performance of this contract due to Acts of God or the public enemy, riots, strikes, fires, explosions, accidents, Governmental action of any kind or any other causes of a similar character beyond its control and without its fault or negligence.
- E. **Bankruptcy or Insolvency.** In the event of any proceedings by or against either party, voluntary or involuntary, in bankruptcy or insolvency, or for the appointment of a receiver or trustee or an assignee for the benefit of creditors, of the property of Company, or in the event of breach of any of the terms hereof including the warranties of the Company, City may cancel this contract or affirm the contract and hold Company responsible in damages.
- F. **Interpretation.** This contract shall be construed according to the laws of the State of Missouri. Venue shall be in the Circuit Court of Platte County, Missouri.
- G. **Provisions required by law deemed inserted.** Each and every provision of law and clause required by law to be inserted in this contract will be deemed to be inserted herein and the contract will be read and enforced as though it were included herein, and if through mistake or otherwise any such provision is not inserted, or is not correctly inserted, then upon the application of either party the contract will forthwith be physically amended to make such insertion or correction.
- H. **Conflicts of Interest.** No salaried officer, elected officer, or employee of the City shall have a financial interest, direct or indirect, in this contract.
- I. **No Third-Party Benefit.** The provisions of this contract shall not be deemed to create any third party benefit hereunder for any member of the public or to authorize anyone, not a Party hereto, to maintain suit pursuant to the terms of this contract.
- J. **Limitation on Subcontracting.** Company shall not subcontract, assign or transfer any interest in the work covered by this Contract except with the prior written consent of the City, provided however, that the prior written consent requirement shall not apply to exigent circumstances and situations that require services beyond the Company's contractual capacity. Subcontracting, assigning or transferring any interest, right or duty under this Contract shall not relieve Company of any duty or responsibility for work covered by this Contract.
- K. **Independent Bidder.** Company agrees that it is an independent Bidder under the terms of this Contract.
- L. **Contract Clarifications.** Any requests for clarification of the Contract by the Company shall be submitted in writing to the Police Department. The Police Department shall provide a written response within a reasonable amount of time.
- M. **Entire Contract.** This document, consisting of the Authorized Signature Page, Invitation for Bid, Terms and Conditions, Pricing, References and Experience, Personnel Qualifications, Equipment List, Federal Work Authorization Affidavit and the Contract, constitutes the entire Contract between the parties and any prior contracts, agreements, understandings, or other matters, whether oral or written, are of no further force or effect.
- N. **Reserved.**
- O. **Termination.** The City shall have the right at anytime by written notice to Company to

terminate and cancel this contract, with or without cause, for the convenience of the City, and Company shall immediately stop work. In such event City shall not be liable to Company 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 Company for the performance of the cancelled portions of the contract, including a reasonable allowance of profit applicable to the actual work performed and such preparations. Anticipatory profits and consequential damages shall not be recoverable by Company.

- P. **Notice.** Any notice, approval or other communication between the City and the Company pursuant to this Contract shall be made in writing and shall be deemed to be effective upon receipt or refusal of service and may be given by personal delivery, courier, reliable overnight delivery or deposit in the United States mail, postage prepaid, registered or certified, return receipt requested, to the address specified below or to such other address as may later be designated by written notice of the other party. Nothing contained in this section shall be construed to restrict the transmission of routine communications between representatives of the City and the Company.

To the City:

City of Riverside, Missouri
Attn: City Administrator
2950 NW Vivion Road
Riverside, Missouri 64150

To the Company:

_Glad Rents Inc.
_6800 N Oak Tfwy
_Gladstone, Missouri 64118

RESPONSE

<u>ITEM DESCRIPTION</u>	<u>AMOUNT</u>
1. Police Ordered Tow – auto, light truck	150.00
2. Police Ordered Tow – heavy truck ($\geq 18,000$ GVW)	350.00
3. Police Ordered Tow – motorcycle	150.00
4. Battery jump start	65.00
5. Change flat tire	65.00
6. Winching/extrication/Rollovers (per hour)	100.00 per hr
7. Extra Labor (per hour)	75.00 per hr
8. Storage per day	40.00
9. Evidence Storage Fee (Monthly, No charge to City if not impounded.)	0
10. City Vehicles, outside the fifty mile radius	100.00
11. City Vehicles inside the fifty mile radius	<u>No charge</u>
12. City Vehicle in excess of 18,000 GVW	350.00
13. Location of outside storage facility: 6800 N Oak Tfwy	
14. Location of inside storage facility: 6800 N Oak Tfwy	

REFERENCES AND EXPERIENCE

The bidder shall supply a minimum of three (3) references. One may be a character reference from an individual not related by blood or marriage to the bidder. At least two (2) references shall be from companies or individuals for which the Company has worked on a regular basis, preferably public entities. Experience and references provided by bidders shall be verified and will be a significant factor in the evaluation. Bidders are REQUIRED to provide the information below in FULL DETAIL. Attach a separate sheet of paper, if needed.

How many years has your firm been in business?

YEARS: 45

COMPANY NAME & ADDRESS	CONTACT NAME & PHONE NUMBER	DATE OF JOB:	DESCRIBE IN DETAIL THE SERVICES YOUR COMPANY PROVIDED:
City of Gladstone	Robert Baer, Asst City Mgr	816- 436-3550	Police Tow's
City of North Kansas City	Kenneth Freeman Police Chief	816- 412-7949	Police Tow's
City of Northmoor	Andy Lorensen Police Chief	816- 741-3960	Police Tow's
Clay County Sheriff	Major Jeff Self	816- 591-8227	Police Tow's
Santa Fe Tow	John Kupchin Owner	913- 894-5201	Heavy Duty Tow's
Northtowne Body Shop	Melissa Greene Shop Mgr	816- 459-2738	Accidents

Provide any other information you believe is relevant to your experience or training in managing and operating a towing business that makes you the best bidder.

Quick response time

Work well with people

7 Day Lot access

Secured Lot / Camera Surveillance

PERSONNEL QUALIFICATIONS

List all Tow Truck drivers and years of experience in similar work. **Attach a current copy of each driver's Commercial Driver's License. Attach additional sheets if necessary.**

Name: Mikel Dewey # of years : 18

Address: 505 NW 82nd st Kansas City, Mo. 64118

Type of Experience/Training Ohara Towing, Chicago, IL

Name: Pamela Peterson # of Years: 1

Address: 10817 E US Hwy 24 Independence, Mo. 64054

Type of Experience/ Training: by Mikel Dewey / 18 yrs Semi Truck

Name: _____ # of Years: _____

Address: _____

Type of Experience/Training: _____

Name: _____ # of Years: _____

Address: _____

Type of Experience/Training: _____

EQUIPMENT LIST

It is represented as part of this bid, that the below listed machinery, and equipment are available for use on the work covered by this proposal. "Being available" shall mean that the equipment is owned or under the control of the bidder submitting this proposal.

2022 Ford F- 550 Rollback

2017 Ford F- 550 Rollback

2008 Ford F- 650 Rollback

2011 Ford F- 550 Wrecker

2004 Ford F- 650 Dump Truck

Equipment Trailers

Motor Cycle Trailer

Skid Loaders

Chain Saws

Light Towers

Fork Lifts - 2 ea

EXHIBIT A

Authorized Signature Page, Invitation for Bid, Terms and Conditions, Pricing, References and Experience, Personnel Qualifications, Equipment List, Certificate of Insurance, Federal Work Authorization Affidavit



Upstream from ordinary.

BUSINESS LICENSE

6800 N OAK TRAFFICWAY

LOCATION OF BUSINESS

This license is to be displayed conspicuously at the
location
of business and is not transferable or assignable.

LINDA F. KRACHT
GLAD RENTS, INC.
6800 N OAK
GLADSTONE MO 64118

EXPIRATION DATE

12/31/2022

DATE ISSUED

7/28/2022

LICENSE NUMBER

0521

FEE

\$ 24.00

CLASS

TOW TRUCK

THIS LICENSE IS ISSUED PURSUANT TO THE
PROVISIONS OF THE CITY CODE OF THE CITY OF
RIVERSIDE AND AMENDMENTS THERETO.

Kathleen L. Rose
Mayor
Robin K. ...
Clerk



GLADREN-02

CKABLER

CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)

6/2/2022

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

IMPORTANT: If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must have ADDITIONAL INSURED provisions or be endorsed. If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

PRODUCER License # 100101891 Kansas City, MO-Truss LLC-Hub International Mid-America 9200 Ward Pkwy Suite 500 Kansas City, MO 64114	CONTACT NAME: Certificate Department PHONE (A/C, No, Ext): (816) 708-4600 E-MAIL: HUB-KC.Certificates@HUBInternational.com ADDRESS: HUB-KC.Certificates@HUBInternational.com	FAX (A/C, No): (816) 817-5706
INSURED Glad Rents Inc. 6800 North Oak Trafficway Gladstone, MO 64118	INSURER(S) AFFORDING COVERAGE INSURER A: Axis Insurance Company INSURER B: Travelers Property Casualty Company of America INSURER C: INSURER D: INSURER E: INSURER F:	NAIC # 37273 25674

COVERAGES

CERTIFICATE NUMBER:

REVISION NUMBER:

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.							
INSR LTR	TYPE OF INSURANCE	ADDL SUBR INSD WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS	
A X	COMMERCIAL GENERAL LIABILITY						
	CLAIMS-MADE X OCCUR		A1GLMO00103327012	6/1/2022	6/1/2023	EACH OCCURRENCE \$	1,000,000
						DAMAGE TO RENTED PREMISES (Ea occurrence)	\$ 100,000
						MED EXP (Any one person)	\$ 5,000
						PERSONAL & ADV INJURY	\$ 1,000,000
	GEN'L AGGREGATE LIMIT APPLIES PER:					GENERAL AGGREGATE	\$ 2,000,000
	X POLICY PRO-JECT LOC					PRODUCTS - COMP/OP AGG	\$ 2,000,000
	OTHER:						\$
A X	AUTOMOBILE LIABILITY					COMBINED SINGLE LIMIT (Ea accident)	\$ 1,000,000
	ANY AUTO OWNED AUTOS ONLY SCHEDULED AUTOS		A1GLMO00103327012	6/1/2022	6/1/2023	BODILY INJURY (Per person)	\$
	HIRED AUTOS ONLY NON-OWNED AUTOS ONLY					BODILY INJURY (Per accident)	\$
						PROPERTY DAMAGE (Per accident)	\$
							\$
A X	UMBRELLA LIAB X OCCUR					EACH OCCURRENCE	\$ 3,000,000
	EXCESS LIAB CLAIMS-MADE		A5GLMO001-033271-12	6/1/2022	6/1/2023	AGGREGATE	\$ 3,000,000
	DED RETENTION \$						\$
B	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY	Y/N	6JUB4N75773322	1/5/2022	1/5/2023	X PER STATUTE OTH-ER	
	ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH)	N N/A				E.L. EACH ACCIDENT	\$ 1,000,000
	If yes, describe under DESCRIPTION OF OPERATIONS below					E.L. DISEASE - EA EMPLOYEE	\$ 1,000,000
						E.L. DISEASE - POLICY LIMIT	\$ 1,000,000

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)

CERTIFICATE HOLDER

CANCELLATION

City of Riverside
2950 NW Vivion Rd
Riverside, MO 64150

SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.

AUTHORIZED REPRESENTATIVE

**WORK AUTHORIZATION AFFIDAVIT
PURSUANT TO 285.530, RSMo**

STATE OF MISSOURI)
) ss.
COUNTY OF Clay)

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 Office of Homeland Security or an equivalent federal work authorization program operated by the United States Office 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 Linda F Kracht, who, being duly sworn, states on his oath or affirmation as follows:

1. My name is Linda F Kracht and I am currently the President of
2. Glad Rents Inc (hereinafter "Bidder"), whose business
3. address is 6800 N Oak Tfwy Gladstone , Mo 64118 _____, 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. Bidder is enrolled in and participates in a federal work authorization program with respect to the employees working in connection with the Tow Services contracted between Bidder and Riverside, Missouri.

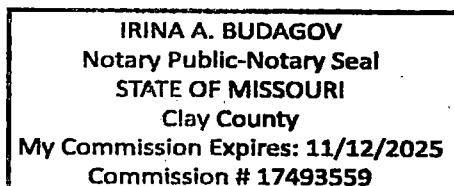
4. Bidder does not knowingly employ any person who is an unauthorized alien in connection with the contracted services set forth above.

Affiant: Linda F Kracht


Printed Name

Subscribed and sworn to before me this 2nd day of September, 2022

SEAL





Notary Public

Missouri
COMMERCIAL DRIVER LICENSE

9 CLASS: A 4b EXP: 08/24/2024
4d DL NO: Y201054005 3 DOB: 08/24/1963
1 PETERSON
2 PAMELA SUE
8 10817 E US HWY 24 IRLR11
INDEPENDENCE, MO 64054
9a END-NT
12 RESTRICTIONS: A
15 SEX: F 17 WGT: 120 lb 4a ISS: 08/13/2018
16 HGT: 5'-06" 18 EYES: BRO
5 DD: 181162250042

DONOR



M E M O R A N D U M

Date: October 4, 2022

TO: Mayor and Board of Aldermen

FROM: Chris Skinrood, Chief of Police

CC: City Administrator

SUBJECT: Recommendation for award of vehicle towing and storage services

Since 2009, the City has used Glad Rents, Inc. for its vehicle towing and storage services. The City's vehicle towing needs include, for example, situations involving vehicles towed incident to an arrest, abandoned vehicles, disabled vehicles in which the owner does not have a tow company preference, and the City's vehicle fleet.

Recently, an invitation to bid was issued for vehicle towing and storage services. Four companies responded: Glad Rents, GT Towing, Brad's Towing, and Wilde Auto & Recovery. The bid response form contains various tow-related services. Thus, there's not a singular price comparison among the tow companies.

The City Code contains factors (in addition to price) for the City to consider in determining the lowest responsible bidder. These factors are:

1. The ability, capacity and skill of the bidder to perform the contract or provide the service required.
2. Whether the bidder can perform the contract or provide the service promptly, or within the time specified, without delay or interference.
3. The character, Platinum, reputation, judgment, experience and efficiency of the bidder.
4. The quality of performance of previous contracts or services.
5. The previous and existing compliance by the bidder with laws and ordinances relating to the contract or service.
6. The sufficiency of the financial resources and ability of the bidder to perform the contract or provide the service.
7. The quality, availability and adaptability of supplies or contractual services to the particular use required.
8. The ability of the bidder to provide future maintenance and service for the use of the subject of the contract.
9. The number and scope of conditions attached to the bid.

Each company has the necessary tow equipment and experience to perform the desired services. Across the separate bid line items, prices varied among the companies with one company, Wilde Auto & Recovery being higher in price than the other three. The two top bidder were Glad Rent's and GT Tow – both companies had the most comparative pricing.

I visited Glad Rents, and GT Towing storage locations to verify compliance with the bid specifications concerning storage security and enclosed space for evidence processing. I located the storage lot for Brad's tow through Google maps and spoke to a Brad's Tow employee regarding their lot. Both GT Tow and Glad Rents meet the requirements for storage security and enclosed evidence processing space. Brad's Tow is located in Smithville, the outdoor lot is located in North Kansas City enclosed by a standard chain link fence and not monitored, and the enclosed storage is actually Master Tech Automotive Services in Riverside.

Based on the City Code factors and pricing response, I recommend that the city select Glad Rents. Glad Rents has a demonstrated ability to provide necessary services in a prompt and responsible fashion. The Police Department has had no conflicts with the owners of Glad Rents, and perhaps more importantly, its drivers. This is a very important factor for the Police Department because vehicles (and their contents) are entrusted to the towing company, and sometimes vehicles themselves become part of a criminal investigation. It is important that the Police Department trust the company and its drivers taking control and possession of the vehicles.

I believe that one reason that Glad Rents has been able to provide prompt and efficient service is because it is located at 6800 N. Oak. I note both Brad's Tow and GT Tow are located in Smithville. While both these other locations are in the Northland, Glad Rents' closer geographical location provides time savings for the Police Department, and more convenience for City residents and those requiring tow services. (from City Hall, Glad Rents is 4.8 miles (6800 N. Oak, KC); GT Tow is 14 miles (536 N. Church, Liberty); Brad's Tow is 21.2 Miles (19201 Switchgrass Dr, Smithville, MO)).

For the foregoing reasons, I recommend that the City award the contract to Glad Rents.

Respectfully,

A handwritten signature in black ink, appearing to read "Chris Skinrood", with a long horizontal line extending to the right.

Chris Skinrood
Police Chief

A RESOLUTION APPROVING TASK ORDER NUMBER 13 WITH MCCLURE

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

THAT the Riverside Board of Aldermen hereby approves Task Order Number 13 by and between the City of Riverside and McClure, in substantially the form attached hereto, and the Mayor is authorized to execute the Task Order Number 13 on behalf of the City; and

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

FURTHER THAT this Resolution shall be in full force and effect from and after its passage and approval.

ADOPTED AND PASSED this ____ day of _____ 2023.

Mayor Kathleen L. Rose

ATTEST:

Robin Kincaid, City Clerk

Task Order Number 13
For Engineering Services

This Task Order is entered into as of the 19th day of September, 2023 (the “Effective Date”), by and between McClure, an Iowa corporation having an office at 1700 Swift St, Suite 100, North Kansas City, Missouri 64116 (“McClure”) and the City of Riverside, Missouri, a Missouri municipal corporation (the “City”).

WHEREAS, the City has engaged McClure to provide engineering services pursuant to the Agreement for Engineering Services dated October 6, 2020, pursuant to which the City may task McClure to provide additional professional engineering services on a project-specific basis by acknowledging a separate Task Order.

NOW, THEREFORE, in consideration of the promises and mutual covenants between the parties and for other good and valuable consideration the receipt of which is acknowledged by the parties, they agree as follows:

- 1. Incorporation of Base Agreement.** This Task Order is subject to all terms and conditions contained in the Agreement for Engineering Services dated October 6, 2020, that are not inconsistent with the specific terms contained herein, and the Agreement for Engineering Services dated October 6, 2020, between the parties is incorporated herein as if set forth in full by this reference.
- 2. Scope of Services.** The Scope of Services pursuant to this Task Order are as contained in Exhibit A.
- 3. Term.** McClure shall begin work pursuant to this Task Order No. 13 upon its Effective Date and shall continue until the Red-X Detention Analysis (“Project”) is completed as evidenced by final acceptance of the Project by the City.
- 4. Compensation.** Unless compensation is set forth in this Task Order Exhibit B, compensation shall be as provided in the Agreement for Engineering Services dated October 6, 2020, between the parties.
- 5. Project Schedule.** See project schedule in Exhibit A.

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

MCCLURE:

CITY OF RIVERSIDE, MISSOURI:

By: Matt Eblen

By: _____

Name: Matt Eblen

Name: Kathleen L. Rose

Title: Project Manager

Title: Mayor

Dated: 9/14/2023

Dated: _____

ATTEST: _____
Robin Kincaid, City Clerk

By: _____

Name: Brian Koral

Title: City Administrator

Dated: _____

Scope of Services for

Red-X Detention Analysis (541-023)

PROJECT DESCRIPTION

The City of Riverside, in partnership with Young Real Estate Investments (YREI), LLC, Riverside Red-X Community Improvement District (CID) & Riverside Quindaro Bend Levee District (LD), desires to conduct detention analysis into the U.S. Army Corps of Engineers (USACE) detention basin west and south of the new Red-X site. This project will consist of analysis, summary report and meetings to incorporate detention for the new Red-X site as well as the existing West Platte Basin into the existing USACE Detention basin.

SCOPE OF SERVICES

1. **Analysis—Additional Runoff into USACE Detention Basin** – Includes analysis of the following options:
 - A. Incorporating additional runoff from the new Red-X site (9.37 ac) into the USACE detention basin west and south of the new Red-X site.
 - B. Incorporating additional runoff from the new Red-X site AND the runoff to / volume of the existing West Platte Basin into the USACE detention basin west and south of the new Red-X site.
2. **Summary Report** – Includes a letter and supporting schematics summarizing the results of the analysis.
3. **Meetings** – Includes time spent preparing for and participating in meetings with CID, YREI, LD & City of Riverside.

NOTE: The fees and scope were outlined in a Memo of Understanding (MOU) between the City of Riverside (MO), CID, YREI & LD for this work. The MOU was approved at the 9/5/2023 City of Riverside Board of Aldermen meeting.

4. **Project Schedule (assuming NTP by 09/20/2023)**
 - Summary Report on or before November 6, 2023.

NOTE: Actual notice-to-proceed & summary report submission will occur once contracts are in place from City of Riverside, CID & YREI.

5. **Exclusions**
 - No Survey
 - No Geotech
 - No Construction Documents
 - No Construction Services
 - No Public outreach or public presentation work included.

Exhibit B
McClure Engineering Company

PROJECT: Riverside On-Call Task Order 13
PROJECT NO.: MEC 201353-130
LOCATION: Red-X--Additional Detention Analysis
DATE: 9/13/2023

(in cooperation with Riverside Red-X Community Improvement District (CID) & Young Real Estate Investments (YREI),
per Memo of Understanding approved at Riverside Board of Aldermen meeting on 9/5/2023

Roadway Agreement for Engineering Services		Assumptions	TIME												Expenses	SUB-TOTAL
			Project Coordinator (Permitting)	Junior Professional (Engineer)	Landscape Architect	Professional (Engineer)	Project Manager (Engineer)	Senior Professional (Engineer)	Engineering Technician	Professional (Surveyor)	Survey Crew	Office Technician (Surveyor)	TOTAL HOURS			
Task			130.00	130.00	150.00	160.00	190.00	225.00	130.00	170.00	200.00	110.00	0			
1.01	Analysis												0	\$ 5,385		
2.01	Summary Report												0	\$ 1,480		
3.01	Meetings / Conference Calls	16 hours assumed to finalize											0	\$ 6,865		
PROJECT TOTAL			0	0	0	0	0	0	0	0	0	0	0	\$ 6,865		

NOTE: Fees listed were outlined in Item 8 of the MOU mentioned above

AN ORDINANCE VACATING AND DISCONTINUING A PORTION OF THE NW MATTOX (MADDOX) ROAD RIGHT OF WAY AND PUBLIC STREET, IN THE CITY OF RIVERSIDE, PLATTE COUNTY, MISSOURI

WHEREAS, pursuant to §88.673 RSMo, the Board of Aldermen shall have the power to vacate or discontinue any street whenever deemed necessary or expedient; and

WHEREAS, NW Mattox (Maddox) Road (“Mattox Road”) is a public street and the right-of-way to which is herein referred is also known as Mattox Road; and

WHEREAS, Mattox Road, as illustrated on Exhibit A, attached hereto and incorporated herein, the legal description of which is attached hereto as Exhibit B, and incorporated herein, originally was located within Lots 1 and 8, 40 West at Horizons as recorded on 6/03/2022, and proceeded through and south of 39th Street (Old Mattox Road Tract”); and

WHEREAS, the City realigned Mattox Road, as illustrated in Exhibit C, attached hereto and incorporated herein, the legal description of which is attached hereto as Exhibit D, and incorporated herein, so that it no longer was located within Lots 1 and 8, 40 West at Horizons as recorded on 6/03/2022, and no longer proceeds through 39th Street as illustrated in Exhibit A, (“New Mattox Road Tract”); and

WHEREAS, City staff recommend the Old Mattox Road Tract and Right of Way as legally described by Exhibit B be vacated as a public street and as a right of way in the Staff Analysis Report, attached hereto as Exhibit E and incorporated herein, stating that such vacation “is in conformance with the approved Master Plan and does not negatively impact traffic flow of the development”; and

WHEREAS, upon vacation of the Old Mattox Road Tract, the underlying property shall accrue by operation of law to the City, and to the extent it does not the City desires to quit claim any interest it may have in the Old Mattox Road Tract south of 39th Street upon vacation to _____; and

WHEREAS, the Board of Aldermen find that the vacation of this right-of-way and public street would not inconvenience the public or citizens of the City; and

WHEREAS, the Board of Aldermen finds that the City staff recommends said vacation of Old Mattox Road, that such vacation does not create a negative precedential impact, that the vacation improves the character of the surrounding neighborhood, is compatible and consistent with the existing zoning and uses of adjacent properties and will have a positive impact on the property and neighboring property, and that the vacation of the portion of right of way and portion of the public street known as Old Mattox Road is in the best interests of the City in order to further the objectives of industrial and economic development of the City, and to further the objective to protect the health, safety, and welfare of the businesses and citizens of the City.

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

SECTION 1 – BEST INTEREST OF THE CITY TO APPROVE THE VACATION OF OLD MATTOX (MADDOX) ROAD TRACT. The Board of Aldermen finds the Vacation of the right-of-way for a public street and the public street identified as Old Mattox Road the legal description of

which is attached hereto as **Exhibit B**, and incorporated herein, originally was located within Lots 1 and 8, 40 West at Horizons as recorded on 6/03/2022, and proceeded through and south of 39th Street (Old Mattox Road Tract”) is consistent with the Comprehensive Master Plan and other adopted planning policies, is consistent with the City Municipal Code and other adopted policies, that public facilities and services are available and adequate to meet the demand generated by the proposal, that the City staff recommends approval, that approval does not create a negative precedential impact, that the vacation improves the character of the surrounding neighborhood, is compatible and consistent with the existing zoning and uses of adjacent properties and will have a positive impact on the property and neighboring property. In order to further the objectives of industrial and economic development of the City, as well as in furtherance of the objective to protect the health, safety, and welfare of the businesses and citizens of the City, the Board of Aldermen hereby declare it necessary, reasonable, and proper to discontinue as a right-of-way for a public street the Old Mattox Road Tract, described on **Exhibit B** attached hereto and incorporated herein, and forever vacate the Old Mattox Road in that tract.

SECTION 2 – AUTHORITY GRANTED. The Mayor, City Administrator, Special Counsel to the City – Spencer Fane Britt & Browne LLP, and other appropriate officials and employees of the City are hereby authorized and directed to take any and all actions as may be deemed necessary or convenient to carry out and comply with the intent of this Ordinance and to execute and deliver for and on behalf of the City all certificates, instruments, agreements and other documents, as may be necessary or convenient to perform all matters herein authorized.

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

BE IT REMEMBERED that the above was read two times by heading only, **PASSED AND APPROVED** by a majority of the Board of Aldermen and **APPROVED** by the Mayor of the City of Riverside, Missouri, this 19th day of September 2023.

Kathleen L. Rose, Mayor

ATTEST:

Robin Kincaid, City Clerk

Approved as to form:

Spencer Fane LLP
Special Counsel to the City
By Joe Bednar

EXHIBIT A
OLD MATTOX ROAD

EXHIBIT B
LEGAL DESCRIPTION OF OLD MATTOX (MADDOX) ROAD

EXHIBIT C
NEW MATTOX (MADDOX) ROAD

EXHIBIT D
LEGAL DESCRIPTION NEW MATTOX (MADDOX) ROAD

EXHIBIT E
STAFF ANALYSIS REPORT



2950 NW Vivion Road
Riverside, Missouri 64150

AGENDA DATE: 2023-9-19
TO: Mayor and Board of Aldermen
FROM: Human Resources Manager, Amy Strough
RE: Hiring Ordinance – Danielle Wagner

Position Information

This hire will fill one of the vacant full-time Communications Officer positions in the Communications Department.

Hiring Recommendation

Staff recommends approving the following hire:

Candidate: Danielle Wagner
Department: Police Department – Communications Division
Open Position: Communications Officer
FLSA Status: Full-Time, Non-exempt
Starting Wage: \$24.50/\$50,960
Expected Start Date: 9/29/23

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

AN ORDINANCE AUTHORIZING THE EMPLOYMENT OF DANIELLE WAGNER AS A FULL-TIME COMMUNICATIONS OFFICER IN THE POLICE DEPARTMENT AND ESTABLISHING A SALARY AND START DATE FOR SUCH EMPLOYEE

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

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

WHEREAS, the Board of Aldermen find it is in the best interest of the City to approve the appointment of Danielle Wagner as Communications Officer in the Police Department as provided herein;

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

SECTION 1 – HIRING OF EMPLOYEE. Danielle Wagner is hereby employed as a Communications Officer in the Police Department.

SECTION 2 – STARTING SALARY. The starting salary for this position shall be set at \$24.50/\$50,960. The salary shall thereafter be adjusted according to the annual budget and the personnel policies and procedures of the City as may be adopted from time to time.

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

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

SECTION 5 – EFFECTIVE DATE. This ordinance shall be in full force and effect as of September 20, 2023.

BE IT REMEMBERED that the above was read two times by heading only, passed and approved by a majority of the Board of Aldermen and **APPROVED** by the Mayor of the City of Riverside, Missouri, this 19th day of September 2023.

Kathleen L. Rose, Mayor

ATTEST:

Robin Kincaid, City Clerk

A RESOLUTION APPROVING AN AGREEMENT FOR ARCHITECTURAL / ENGINEERING SERVICES BETWEEN THE CITY OF RIVERSIDE MISSOURI AND DAKE WELLS ARCHITECTURE, INC.

WHEREAS, the City of Riverside, Missouri, (the “City”) desires to retain the services of an architecture firm whose duties and responsibilities would include architecture and engineering; and

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

WHEREAS, the City issued a Request for Qualifications for the Public Works Needs Assessment; and

WHEREAS, the City received eight (8) Statements of Qualifications in response; and

WHEREAS, Dake Wells Architecture, Inc., (“Dake Wells”), a Missouri corporation registered in Missouri, submitted a Statement of Qualification; and

WHEREAS, the Public Works Director, Assistant Public Works Director, City Administrator, City Engineer, & Capital Projects and Parks Manager, reviewed the statements and conducted interviews with three firms and determined that Dake Wells was qualified; and

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

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

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

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

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

SECTION 2. AUTHORITY TO EXECUTE. The Mayor, City Administrator, and all other required city officials are authorized to execute the AGREEMENT authorized herein together

RESOLUTION NO. R-2023-136

with any and all documents necessary or incidental to the performance thereof and to take such other actions as may be deemed lawful, necessary and/or convenient to carry out and comply with the intent of this Resolution.

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

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

BE IT REMEMBERED that the above was **PASSED AND APPROVED** by a majority of the Board of Aldermen, and **APPROVED** by the Mayor of the City of Riverside, Missouri, this 19th day of September 2023.

Kathleen L. Rose, Mayor

ATTEST:

Robin Kincaid, City Clerk

AGREEMENT FOR ARCHITECTURAL / ENGINEERING SERVICES

THIS AGREEMENT is entered into as of the **19th day of September, 2023** (the “Effective Date”), by and between Dake Wells Architecture, Inc., a Missouri corporation having an office at 2100 Central St, Suite 01c Kansas City, MO 64108 (the “Consultant”) and the City of Riverside, Missouri, a Missouri municipal corporation (the “City”).

WHEREAS, the City desires to engage the Consultant to provide services to the City regarding architectural / engineering services as more fully described in Exhibit A, entitled “Project Services” attached hereto and incorporated herein by reference.

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

1. Term of Agreement.

This non-exclusive Agreement shall begin as of the Effective Date and shall continue until terminated as provided herein.

2. Scope of Services.

A. *General.* The Consultant shall provide the Project Services described in Exhibit A. The Consultant is solely responsible for payment of wages, salaries, fringe benefits and other compensation of, or claimed by, the Consultant’s personnel in the performance of the Project Services, including, without limitation, contributions to any employee benefit plans and all payroll taxes.

B. *Project Specific.* In addition to the Project Services to be provided pursuant to this Agreement, the City may task the Consultant to provide additional professional architectural / engineering services on a project-specific basis. In the event the Consultant is tasked to provide such services, the City and the Consultant shall acknowledge a separate Task Order in the form attached hereto as Exhibit C in its substantial form, which describes the scope of services to be provided by the Consultant and the City, providing for compensation for services to be provided by the Consultant, and providing completion times for said services, and any other necessary matters. The compensation to be paid the Consultant pursuant to any supplemental agreement shall be at the rates set forth in Exhibit B attached hereto and incorporated herein by reference unless otherwise agreed in the Task Order. In no event is any work in excess of that described in Exhibit A authorized by this Agreement without the City and the Consultant first entering into a Task Order.

3. Compensation and Invoices.

A. The City agrees to compensate the Consultant in accordance with the Compensation Schedule contained in Exhibit B.

B. The City will pay all proper invoices within thirty (30) days of receipt. The following establishes the invoice procedure:

1. All invoices shall contain a narrative entry sufficient to describe the work or task performed and an indication of the person and job classification who performed the work.
2. The Consultant shall not charge the City more than \$0.10 per page (for 8 ½ x 11" paper). If an outside copying job (e.g., FedEx Office) is required, Consultant shall only bill the actual cost incurred for photocopying with no markup.
3. All other out-of-pocket expenses will be for actual cost only with no markup (includes meals, hotels, courier, printing of plan sheets, special delivery, etc.).

C. The Architect shall perform its services consistent with the professional skill and care ordinarily provided by architects practicing in the same or similar locality under the same or similar circumstances. The Architect shall perform its services as expeditiously as is consistent with such professional skill and care and the orderly progress of the Project. The City shall have the right to withhold payment to Consultant for any work not abiding by this Standard of Care until such time as Consultant modifies such work to the satisfaction of the City.

4. The City's Responsibilities.

The City shall give prompt notice to the Consultant of any matters of which the City becomes aware that may affect the Project Services of the Consultant. The City shall cooperate with the Consultant in performing the Project Services by making available at reasonable times and places relevant City documents and pertinent City officers and employees to advise, assist, consult and direct the Consultant. The City shall examine documents submitted by the Consultant and render decisions promptly as may be required.

5. Insurance.

A. General Provisions. Consultant shall file (by the Effective Date) with the City evidence of liability insurance that is consistent with the amounts set forth below.

B. Limits and Coverage.

1. A policy of insurance for Commercial General Liability Coverage shall be provided in the aggregate amount of not less than \$2,000,000 for all claims and \$1,000,000 per occurrence. A policy of insurance for Automobile Liability Coverage shall also be provided in the amount of not less than \$1,000,000 on a combined single limit. The City shall be listed as an additional insured as respects both policies. Neither policy shall not be cancelled, or materially modified so as to be out of compliance with the requirements of this section, or not renewed without thirty (30) days advance written notice of such event being given to the City.
2. The Consultant shall obtain and maintain Workers' Compensation Insurance for a limit of \$500,000 for all of their respective employees, and in case any work is sublet, the Consultant shall require any subcontractors to provide Workers' Compensation insurance for all subcontractor's employees, in compliance with Missouri law. The Consultant hereby indemnifies the City for any damage resulting to it from failure of either the Consultant or any contractor or subcontractor to obtain and maintain such insurance. The Consultant shall

provide the City with a certificate of insurance indicating Workers' Compensation coverage by the Effective Date.

3. Professional Liability Insurance covering claims resulting from engineering and surveying errors and omissions with a limit of \$1,000,000 per occurrence and \$2,000,000 aggregate.

6. Termination.

Any party may terminate this Agreement at any time, with or without cause, by giving thirty (30) days' notice to the other party in writing. In the event of termination, all finished or unfinished reports, or other material prepared by the Consultant pursuant to this Agreement, shall be provided to the City. Upon termination the City shall pay Consultant for all services rendered and costs incurred up through the termination date for any satisfactory work completed on the project prior to the date of termination.

7. Relationship of Parties.

It is the intent of the parties that the Consultant shall be an independent contractor in its capacity hereunder. Nothing herein shall be construed to create an employer-employee relationship. All services performed pursuant to this Agreement shall be performed by the Consultant as an independent contractor. The Consultant shall not have the power to bind or obligate the City except as set forth in this Agreement or as otherwise approved by the City in writing.

8. Notices.

Any notice, approval or other communication between the City and the Consultant pursuant to this Agreement shall be made in writing and shall be deemed to be effective upon receipt or refusal of service and may be given by personal delivery, courier, reliable overnight delivery or deposit in the United States mail, postage prepaid, registered or certified, return receipt requested, to the address specified below or to such other address as may later be designated by written notice of the other party:

The City:

City of Riverside
Attn: Travis Hoover, City Engineer
2950 NW Vivion Road
Riverside, Missouri 64150
thoover@riversidemo.com

The Consultant:

Dake Wells Architecture, Inc.
Attn: Dan Maginn
2100 Central St, Suite 01c
Kansas City, MO 64108
dmaginn@dake-wells.com

Nothing contained in this section shall be construed to restrict the transmission of routine communications between representatives of the City and the Consultant.

9. Disputes.

In the event of a dispute between the City and the Consultant arising out of or related to this Agreement, the aggrieved party shall notify the other parties of the dispute within a reasonable time after such dispute arises in an effort to resolve the dispute by direct negotiation or mediation. During the pending of any dispute, the parties shall continue diligently to fulfill their respective obligations hereunder.

10. Waiver.

A waiver by any party of any breach of this Agreement by any other party shall only be in writing. Such a waiver shall not affect the waiving party's rights with respect to any other or further breach or the same kind of breach on another occasion.

11. Severability.

The invalidity, illegality, or unenforceability of any provision of this Agreement or the occurrence of any event rendering any portion or provision of this Agreement void shall in no way affect the validity or enforceability of any other portion or provision of this Agreement. Any invalid, illegal or unenforceable provision shall be deemed severed from this Agreement, and the balance of this Agreement shall be construed and enforced as if it did not contain the particular portion or provision held to be invalid, illegal or unenforceable. The parties further agree to amend this Agreement to replace any stricken provision with a valid, legal and enforceable provision that comes as close as possible to the intent of the stricken provision. The provisions of this Section shall not prevent this entire Agreement from being invalidated should a provision which is of the essence of this Agreement be determined to be invalid, illegal or unenforceable.

12. Entire Agreement; Governing Law.

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

13. Counterparts.

This Agreement may be executed in separate counterparts.

14. Assignment.

Neither the City nor the Consultant shall assign any rights or duties under this Agreement without the prior written consent of the other party, which consent may be granted or withheld in such other party's absolute discretion. Nothing contained in this Section shall prevent the Consultant from engaging independent consultants, associates, and subcontractors to assist in performance of the Project Services, provided however, in the event Consultant employs independent consultants, associates, and subcontractors to assist in performing the Project Services, Consultant shall be solely responsible for the negligent performance of the independent consultants, associates, and subcontractors so employed. Each party binds itself and its successors and assigns to all provisions of this Agreement.

15. No Third Party Rights.

The provisions of this Agreement shall not be deemed to create any third party benefit hereunder for any member of the public or to authorize any one, not a party hereto, to maintain suit pursuant to the terms of this Agreement.

16. Opinions of Cost.

Consultant's opinion of probable construction costs shall be made on the basis of experience and qualification as a professional engineer, but Consultant does not warrant or guarantee that proposals, bids, or actual costs will not vary from Consultant's costs estimates.

17. Good Faith Efforts and Cooperation.

The parties agree to use good faith efforts in a professional manner in the performance of their services and covenants in this Agreement and to cooperate at all times and coordinate their activities as necessary during the Term of this Agreement to assist in performance of the Project Services and to ensure performance of the Project Services in an efficient and timely manner.

18. Authority.

Each party represents to the other parties that it has the power and authority to enter into this Agreement and that the person(s) executing it on its behalf has the power to do so and to bind it to the terms of this Agreement. The Consultant represents that it has taken all action necessary or appropriate to authorize it to execute, deliver and perform this Agreement and to cause it to be binding upon the Consultant.

19. Covenant Against Contingent Fees.

The Consultant warrants that the Consultant has not employed or retained any company or person, other than a bona fide employee working for the Consultant, to solicit or secure this Agreement, and that Consultant has not paid or agreed to pay any company or person, other than a bona fide employee, any fee, commission, percentage, brokerage fee, gifts, or any other consideration contingent upon or resulting from the award or making of this Agreement. For breach or violation of this warranty, the City shall have the right to annul this Agreement without liability or, at its discretion, to deduct from the contract price or consideration, or otherwise recover, the full amount of such fee, commission, percentage, brokerage fee, gift, or contingent fee.

20. Ownership of Documents.

Payment by City to Consultant as provided herein shall vest in City title to all drawings, sketches, studies, analyses, reports, models, and other paper, documents, computer files, and material produced by Consultant exclusively for the Project Services performed pursuant to this Agreement up to the time of such payments, and the right to use the same without other or further compensation, provided that any use for another purpose shall be without liability to the Consultant. Upon completion of the Project Services, Consultant shall deliver to City possession of all records pertaining to the Project Services.

21. Compliance with Laws.

Consultant shall comply with all federal, state, and local laws, ordinances, and regulations applicable to the Project Services. Consultant shall secure all licenses, permits, etc. from public and private sources necessary for the fulfillment of its obligations under this Agreement.

22. Consultant's Endorsement.

Consultant shall endorse as necessary all plans, specifications, estimates, and engineering data furnished by it.

23. Indemnification and Hold Harmless.

Consultant shall indemnify and hold harmless City and its officers, employees, elected or appointed officials, and attorneys, each in their official and individual capacities, from and against judgments, damages, losses, expenses, including reasonable attorneys' fees, to the extent caused by the negligent acts, errors, omissions, or willful misconduct of Consultant, or its employees, or subcontractors, in the performance of Consultant's duties under this Agreement, or any supplements or amendments thereto.

24. Professional Responsibility.

Consultant will exercise reasonable skill, care, and diligence in the performance of its services in accordance with customarily accepted professional architectural / engineering practices. If Consultant fails to meet the foregoing standard, Consultant will perform at its own cost, and without reimbursement from City, the professional architectural / engineering services necessary to correct errors and omissions that are caused by Consultant's failure to comply with above standard.

25. Tax Exempt.

City and its agencies are exempt from State and local sales taxes. Sites of all transactions derived from this Agreement shall be deemed to have been accomplished within the State of Missouri.

26. Safety.

In the performance of the Project Services, Consultant shall comply with the applicable provisions of the Federal Occupational Safety and Health Act, as well as any pertinent federal, state and/or local safety or environmental codes.

27. Anti-Discrimination Clause.

Consultant and its agents, employees, or subcontractors shall not in any way, directly or indirectly, discriminate against any person because of age, race, color, handicap, sex, national origin, or religious creed.

28. Force Majeure.

Neither party will be liable for inadequate performance to the extent caused by a condition (for example, natural disaster, act of terrorism, riot, labor condition) that was beyond the party's reasonable control.

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

(rest of page intentionally left blank)

DAKE WELLS ARCHITECTURE, INC.:

By: Dan Maginn

Name: Dan Maginn

Title: Director

Dated: 13 Sept 2023

CITY OF RIVERSIDE, MISSOURI:

By: _____

Name: Kathleen L. Rose

Title: Mayor

Dated: _____

ATTEST: _____
Robin Kincaid, City Clerk

By: _____

Name: Brian Koral

Title: City Administrator

Dated: _____

WORK AUTHORIZATION AFFIDAVIT PURSUANT TO 285.530, RSMo

STATE OF MISSOURI)
COUNTY OF Jackson) ss.
Missouri

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

1. My name is Dan Maginn and I am currently the Director of Dale Wells Architecture (hereinafter "Contractor"), whose business address is 2100 Central St, Ste. 100, Kansas City, MO 64108 and I am authorized to make this Affidavit.

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

3. Consultant is enrolled in and participates in a federal work authorization program with respect to the employees working in connection with the provision of Architectural / Engineering Services.

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

Affiant [Signature]

Dan Maginn
Printed Name

Subscribed and sworn to before me this 14th day of Sept., 2023.

[Signature]
Notary Public



EXHIBIT A
Project Services

Perform architectural / engineering services, including but not limited to:

- Participate in discussions and meetings with City Staff, Board of Aldermen and other boards or commissions;
- Perform functions that are project specific as directed by the City Administrator or his designee.

EXHIBIT B : 2023 SCHEDULE OF HOURLY RATES + REIMBURSABLE EXPENSES

Position	Rate (\$/hr)
Director	\$200
Sr. Project Manager	\$180
Project Manager	\$160
Sr. Project Architect	\$150
Project Architect	\$140
Design Manager	\$135
Design Associate / Architect	\$125
Designer	\$120
Architectural Intern	\$100
Administrative	\$100

Reimbursable Expenses	Cost
Postage, Delivery, Courier, etc.	Direct Cost
Travel	
Local travel	\$0.655/mile
Out-of-town travel (includes bill rates)	\$2.50/mile
Airfare	Direct Cost
Hotel	Direct Cost
Meals	Direct Cost
Copies & Prints	
Letter size - black and white	\$0.10 ea.
Letter size - color	\$0.20 ea. or Direct Cost
11" x 17" - black and white	\$0.25 ea. or Direct Cost
11" x 17" - color	\$0.50 ea. or Direct Cost
Greater than 11" x 17" black and white	\$5.00 ea. or Direct Cost
Greater than 11" x 17" color	\$7.50 ea. or Direct Cost
Mountings	Direct Cost
Digital Files	\$100 per file

The above hourly rates and reimbursable expenses are subject to change without notice.

Exhibit C

Form of Task Order
For Architectural / Engineering Services

This Task Order is entered into as of the _____ day of _____, 2023 (the “Effective Date”), by and between Dake Wells Architecture, Inc., a Missouri corporation having an office at 2100 Central St, Suite 01c, Kansas City, MO 64108 (the “Consultant”) and the City of Riverside, Missouri, a Missouri municipal corporation (the “City”).

WHEREAS, the City has engaged Consultant to provide architectural / engineering services pursuant to the Agreement for Architectural / Engineering Services dated September 19, 2023 pursuant to which the City may task the Consultant to provide additional professional architectural / engineering services on a project-specific basis by acknowledging a separate Task Order.

NOW, THEREFORE, in consideration of the promises and mutual covenants between the parties and for other good and valuable consideration the receipt of which is acknowledged by the parties, they agree as follows:

- 1. Incorporation of Base Agreement.** This Task Order is subject to all terms and conditions contained in the Agreement for Architectural / Engineering Services dated September 19, 2023, that are not inconsistent with the specific terms contained herein, and the Agreement for Architectural / Engineering Services dated September 19, 2023, between the parties is incorporated herein as if set forth in full by this reference.
- 2. Scope of Services.** The Scope of Services pursuant to this Task Order are as contained in Exhibit A.
- 3. Term.** Consultant shall begin work pursuant to this Task Order No. 1 upon its Effective Date and shall continue until the Public Works Needs Assessment 539-023 (“Project”) Task Order 1 is completed.
- 4. Compensation.** Unless compensation is set forth in this Task Order, compensation shall be as provided in the Agreement for Architectural / Engineering Services dated September 19, 2023, between the parties.
- 5. Project Schedule.**

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

DAKE WELLS ARCHITECTURE, INC.:

CITY OF RIVERSIDE, MISSOURI:

By: _____

By: _____

Name: _____

Name: Kathleen L. Rose

Title: _____

Title: Mayor

Dated: _____

Dated: _____

ATTEST: _____
Robin Kincaid, City Clerk

By: _____

Name: Brian Koral

Title: City Administrator

Dated: _____

A RESOLUTION AWARDDING THE BID FOR CONSTRUCTION OF THE SOCCER ROAD & PARKING LOT AND APPROVING THE AGREEMENT BETWEEN THE CITY AND MONARCH BUILD, LLC FOR CONSTRUCTION OF SUCH PROJECT

WHEREAS, the City issued a request for bids for the construction of improvements for the Soccer Road & Parking Lot (No. 624-023) ("Project"); and

WHEREAS, the City received four (4) responses to its request for bid and the proposal submitted by Monarch Build, LLC ("Monarch") in the amount of \$799,242.34 has been evaluated by the City and recommended as the most advantageous proposal for performance of the project; and

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

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

THAT the proposal of Monarch for the construction of the Soccer Road & Parking Lot in the amount of \$799,242.34 is hereby accepted and approved; and

FURTHER THAT an agreement by and between the City of Riverside and Monarch in substantially the same form as attached hereto in Exhibit "A" and incorporated herein by reference is hereby authorized and approved; and

FURTHER THAT the project is subject to the requirements of Section 292.675 RSMo, which requires all contractors or subcontractors doing work on the project to provide, and require its on-site employees to complete, a ten (10) hour course in construction safety and health approved by the Occupational Safety and Health Administration (OSHA) or a similar program approved by the Missouri Department of Labor and Industrial Relations which is at least as stringent as an approved OSHA program. Such training must be completed within sixty (60) days of the date work on the Project commences. On-site employees found on the worksite without documentation of the required training shall have twenty (20) days to produce such documentation; and

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

PASSED AND ADOPTED by the Board of Aldermen of the City of Riverside Missouri the 19th day of September 2023.

Kathleen L. Rose, Mayor

ATTEST:

Robin Kincaid, City Clerk

EXHIBIT “A”

Soccer Road & Parking Lot Project Manual

PROJECT MANUAL

SOC CER ROAD & PARKING LOT

PROJECT NO: 624-023

The City of Riverside, Missouri

August 2, 2023

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DIVISION 0 - BIDDING AND CONTRACT DOCUMENTS

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

Separate sealed bids for the **SOCCKER ROAD & PARKING LOT (624-023)** will be received by the City Clerk at Riverside City Hall, 2950 NW Vivion Road, Riverside, Missouri until **10:00 A.M., on Thursday, August 24, 2023**, and then publicly opened and read aloud at Riverside City Hall.

The Information for Bidders, Form of Bid, Agreement, Plans, Specifications, and Forms of Bid Bond, Performance and Payment Bond, and other Contract Documents may be examined at the office of the City Engineer at the above city hall address. Copies may be obtained at the office of Drexel Technologies, Inc. Planroom, located at 10840 W. 86th Street, Lenexa, KS. 66214, (913) 371-4430. Such documents will be at the contractor's expense. Such fee shall be non-refundable. Contract documents can also be viewed or downloaded at (<https://planroom.drexeltech.com>). The Information for bidders and advertisement can be viewed on the City of Riverside's website <https://www.riversidemo.gov/bids>.

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

Dated: August 2, 2023

CITY OF RIVERSIDE, MISSOURI
INFORMATION FOR BIDDERS

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

SOCCER ROAD & PARKING LOT
(Project No. 624-023)

1. Receipt and Opening of Bids. Bids will be received by the City at the office of the City Clerk, Riverside City Hall, 2950 NW Vivion Road, Riverside, MO 64150, until **10:00 a.m.** on **August 24, 2023**, at which time all sealed bids will be publicly opened and read in the presence of one or more witnesses. The envelope(s) containing the bids must be sealed, clearly marked on the outside of the envelope **“SOCCER ROAD & PARKING LOT (Project No. 624-023)”** and addressed to the City Clerk at Riverside City Hall.

The City reserves the right to award the contract by sections, to accept or reject any and all bids, to waive any technicalities or irregularities therein, to determine in its sole discretion the lowest responsive and responsible bidder, and to award the contract on such basis. Any bid may be withdrawn at the request of the bidder for return of the bid packet submitted by filing a written request with the City Clerk prior to the above scheduled time for the opening of bids or authorized postponement thereof. Any bid received after the time and date specified shall not be considered. No bidder may withdraw a bid within 90 days after the actual date of the opening thereof without forfeiture of the Bid Security.

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

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

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

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

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

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

A complete set of the bidding documents are on file for examination at the office of the City Engineer at Riverside City Hall. A copy of the bidding documents may be obtained from Drexel Technologies, Inc. Planroom (<https://planroom.drexeltch.com>), located at 10840 W. 86th Street, Lenexa, KS. 66214, (913) 371-4430, upon payment of a non-refundable sum for each complete set. An additional charge may apply for mailing of bidding documents.

CONTRACTORS SHOULD READ AND BE FULLY FAMILIAR WITH ALL BIDDING AND CONTRACT DOCUMENTS BEFORE SUBMITTING A BID. IN SUBMITTING A BID, THE BIDDER WARRANTS THAT IT HAS READ THE BIDDING AND CONTRACT DOCUMENTS AND IS FULLY FAMILIAR THEREWITH, THAT CONTRACTOR HAS VISITED THE SITE OF THE WORK TO FULLY INFORM ITSELF AS TO ALL EXISTING CONDITIONS AND LIMITATIONS, AND CONTRACTOR HAS INCLUDED IN THE BID A SUM TO COVER THE COST OF ALL ITEMS OF THE WORK.

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

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

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

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

Design Engineer: VSR Design, Vance Rzepka; vance@vsrdesign.net

with a copy to:

Resident Project Representative, City of Riverside: Travis Hoover: thoover@riversidemo.gov

and to be given consideration must be received by **5pm on August 17th, 2023.**

Any and all such interpretations and any supplemental instructions will be in the form of written addenda to the Bid Documents which, if issued, will be provided at the Drexel Technologies, Inc. Planroom (<https://planroom.drexeltech.com>), not later than three (3) calendar days prior to the date fixed for the opening of bids. Failure of any bidder to receive any such addendum or interpretation shall not relieve such bidder from any obligation under his bid as submitted. All addenda so issued shall become part of the Contract Documents. Addenda may also be issued to modify the Bid Documents as deemed advisable by the City. At the time of Bid submission, each Bidder shall verify that it has considered all written addenda. **No one is authorized to make any clarifications, interpretations or modifications or give any instructions to the bidders during the bidding period except as described in this Section.**

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

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

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

8. Qualifications of Bidder (Experience Questionnaire). The City may make such investigations as it deems necessary to determine the ability of the bidder to perform the work, and the bidder shall furnish to the City all such information and data for this purpose as the City may request. The City reserves the right to reject any bid if the evidence submitted by, or investigation of, such bidder fails to satisfy the City that such bidder is properly qualified to carry out the obligations of the contract and to complete the work contemplated therein. Conditional bids will not be accepted. At a minimum, each Bidder must submit the following information with the Bid:

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

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

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

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

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

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

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

Statement of Assurances. Provide affirmation of the following items:

- Statement that Bidder is current on payment of Federal and State income tax withholdings and unemployment insurance payments
- Statement that the Bidder has not been rescinded or debarred from any bidding, contractual, procurement or other such programs by federal state or local entities.
- Statement of Bidder's litigation and/or arbitration history over the past seven (7) years including final ruling. Pending cases must be disclosed with a notation that the matter is still unresolved.
- Statement of Bidder's bond history over the past seven (7) years including any incidences of failure to perform.

- Provide sworn affidavits as outlined in the Information to Bidders' concerning Bidder's participation in the federal work authorization program.
- Statement that there is no collusion or fraud with reference to illegal relationships of bidders and representatives of the City, bid pooling or strawbids

9. Bid Security. Each bid must be accompanied by a bid bond payable to the City for five percent (5%) of the total amount of the bid. A certified check made payable to "The Treasurer of the City of Riverside" may be used in lieu of a bid bond. Attorneys-in-fact who sign bid bonds must file with each bond a certified and effectively dated copy of their power of attorney.

As soon as the bid prices have been compared, the City will return the bonds of all except the three (3) lowest responsible bidders. The bid bond of the remaining bidders will be retained by the City until the earlier of (a) the 91st day after the bid opening, or (b) execution and delivery of the Agreement together with all bonds, evidence of insurance, work authorization affidavit and other documents required under the Agreement by the bidder to whom Notice of Award is given. The Bid Security shall be forfeited to the City if the bidder to whom an award is made fails to enter into the required contract or fails to deliver the required performance or payment bonds.

10. Liquidated Damages for Failure to Enter into Agreement. If the Bidder fails or refuses to execute the Agreement and deliver such additional documentation within ten (10) days of Notice of Award, any Bid Security shall immediately become due and payable and forfeited to the City as liquidated damages. Bidders agree that this is a fair and reasonable approximation of the actual damages incurred by the City for the Bidder's failure to honor its bid and that the liquidated damages in this Section are not penal in nature but rather the parties' attempt to fairly quantify the actual damages incurred by the City for the Bidder's refusal to honor its bid.

11. Time of Completion and Liquidated Damages. Bidder must agree to commence work on or before a date to be specified in a written "Notice to Proceed" of the City and to fully complete the project in **60 calendar days**. Bidder must agree also to pay as liquidated damages, the sum of \$500 for each consecutive calendar day thereafter as hereinafter provided in the Agreement and Contract Documents. No time extensions will be granted, except in case of unusual (unseasonable) weather conditions or additional work requested by the City. **Bidder agrees that the sum of \$500 per day is a fair and reasonable approximation of the actual damages incurred by the City for the Bidder's failure to complete the project within the time outlined above and that such liquidated damages in this Section are not penal in nature but rather the parties' attempt to fairly quantify the actual damages incurred by the City for such delays.**

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

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

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

Discrepancies between the indicated sum of any column of figures and the correct sum thereof will be resolved in favor of the correct sum.

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

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

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

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

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

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

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

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

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

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

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

19. Prevailing Wage. Wage rates for the project shall be not less than the prevailing wage rates for Platte County currently in effect as determined by the Division of Labor Standards of the State of Missouri, pursuant to RSMo 290.210 et seq. The Contractor will forfeit a penalty to the City of \$100 per day, or portion thereof, for each worker that is paid less than the prevailing rate for any work done under the contract by the Contractor or any Subcontractor.

20. Reserved.

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

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

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

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

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

26. Security for Payment and Faithful Performance. Simultaneously with delivery of the executed contract, the Contractor shall furnish a surety bond or bonds as security for faithful performance of this contract and for the payment of all persons performing labor on the project under this contract and furnishing materials in connection with this contract. The Bond furnished by bidder shall contain the requirements and conditions set forth in and shall comply in all respects with Section 107.170 RSMo and other applicable legal requirements. The surety on such bond or bonds shall be a duly authorized surety company satisfactory to the City and **shall have a rating of at least "A-" from Best's** in an amount equal to one hundred percent (100%) of the contract price that does not include the cost of operation, maintenance and money. Attorneys-in-fact who sign contract bonds must file with each bond a certified and effectively dated copy of their power of attorney.

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

BID FOR UNIT PRICE

To: City of Riverside, Missouri
Project: SOCCER ROAD AND PARKING LOT
Project No. 624-023
Date August 29, 2023

Proposal of Monarch Build (hereinafter called "Bidder") a corporation/partnership/individual/or other entity organized and existing under the laws of the State of Kansas, a corporation/partnership/ or individual doing business as N/A.

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

To Whom It May Concern:

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

Bidder hereby agrees to commence work under this contract on or before a date to be specified in written "Notice to Proceed" of the City and to fully complete the project within sixty (60) consecutive calendar days thereafter as stipulated in the specifications. Bidder further agrees to pay as liquidated damages, the sum of \$500 for each consecutive calendar day thereafter that the project is not complete, as provided in the Contract Documents. Bidder agrees that the sum of \$500 per day is a fair and reasonable approximation of the actual damages incurred by the City for the Bidder's failure to complete the project within the time outlined above and that such liquidated damages in this section are not penal in nature but rather the parties' attempt to fairly quantify the actual damages incurred by the City for such delays.

Bidder acknowledges receipt of the following addendum(s):

Addendum 01 dated 08/21/23

Addendum 02 dated 08/22/23

Addendum 03 dated 08/24/23

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

(\$ 799,181)

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

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

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


Upon receipt of written notice of the acceptance of this bid, bidder will execute the formal contract attached within 10 days and deliver a Surety Bond or Bonds as required by the Agreement.

The bid security attached in the sum of 39,959 Dollars (\$ 39,959) is to become the property of the City in the event the Agreement and all Contract Documents, including the Performance and Payment Bonds are not executed within the time above set forth, as liquidated damages for the delay and additional expense to the City caused thereby.

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

Respectfully submitted:

(SEAL - if bid is by a corporation)

By 

Name: Pat Murray

Title: Preconstruction Manager

Street: 8100 Newton Street Suite 300

City, State, Zip: Overland Park, KS 66204

Phone: 319-540-2332

ADDENDUM 01

Issued: 08/21/2023

Project: Soccer Road and Parking Lot 624-023
City of Riverside
Riverside, MO

Engineer: VSR Design
Vance Rzepka
913-484-5211
vance@vsrdesign.net

Resident Rep: City of Riverside
Travis Hoover
816-372-9004
thoover@riversidemo.gov

QUESTIONS AND ANSWERS

- 1) Please clarify what onsite 3rd party testing will be required by the contractor and how often these tests will need to be completed?
Please use KCAPWA testing standards for 3rd party testing requirements.
- 2) Will city permit fees be waived?
No permit fees are required. A City business license is required for all contractors doing work within the City of Riverside. Business license fees are listed here: https://www.riversidemo.gov/departments/city_clerk/licenses/business_licenses.php
- 3) Will electrical utility fees be waived? If not, what should we include in our bid to cover these?
Electrical service is existing on site. No electrical fees are anticipated.
- 4) The 11/18/23 completion date will be right up against the end of the asphalt paving season. If temperatures are no longer acceptable for paving, will we be provided a winter shutdown until spring?
There will not be a winter shutdown allowance. This project should be completed this year.
- 5) The plans refer to fence, a block retaining wall, storm structures, sanitary structures, and water structures. Is it correct to assume that these were from a previous phase of this project and are not a part of this contract?
Correct, these features were all part of a previous phase of this project.
- 6) What is the reason for (2) separate electrical items on the bid form?
Please see the corrected bid form with one electrical line item.
- 7) What line item is the valley drain paid under?
Please see the corrected bid form with the valley drain included.

- 8) What line items are the full height curb and sidewalk between the fields and the street paid under?

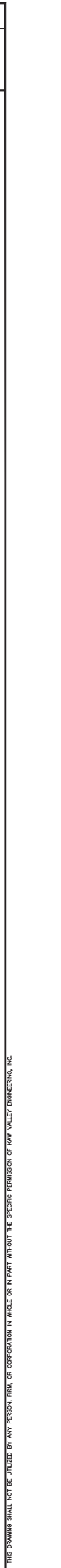
Please see corrected quantities on the updated bid form.

UPDATED DRAWING SHEETS AND BID FORM

The following attachments are updated and should replace the previous versions:

- 1) Sheet C105
- 2) Sheet C106
- 3) Bid Form, page 15

THIS IS THE END OF ADDENDUM 01 – See Attachments



ADDENDUM 01**BID FORM****BID FOR UNIT PRICE CONTRACTS
(Pricing)****CONTRACTOR:** _____**SOCCER ROAD & PARKING LOT (624-023)**

NO.	BID ITEM	UNIT	QTY	UNIT PRICE	TOTAL COST
1	Mobilization	LS	1		
2	Contractor Furnished Surveying	LS	1		
3	Construction Entrance	SY	135		
4	Clearing, Grubbing, and Demolition	ACRES	3.19		
5	Excavation (Surface to Surface)	CY	2230.0		
6	Sediment Fence	LF	1300		
7	Pavement Markings	LF	4360		
8	8" HD Asphalt Pavement w/ Stabilized Subgrade	SY	1830		
9	5" LD Asphalt Pavement w/ Stabilized Subgrade	SY	3080.0		
10	8" Public Road Asphalt Pavement w/ Stabilized Subgrade	SY	4620		
11	6" Full Height Curb & Gutter	LF	2905		
12	Zero Height Curb	LF	1205		
13	Handicap Ramps	EACH	3		
14	4" Concrete Sidewalk	SY	1125		
15	Handicap Parking Stall Painting/Signage	EACH	6		
16	Armormax 75 SS Turf Reinforcement Mat	SF	870		
17	Site Electrical and lighting	LS	1		
18	Landscape Seeding	LS	1		
19	Red Oak	EACH	8		
20	Hameln Grass	EACH	28		
21	Concrete Valley Gutter	LF	345		
Total Bid					

ADDENDUM 02

Issued: 08/22/2023

Project: Soccer Road and Parking Lot 624-023
City of Riverside
Riverside, MO

Engineer: VSR Design
Vance Rzepka
913-484-5211
vance@vsrdesign.net

Resident Rep: City of Riverside
Travis Hoover
816-372-9004
thoover@riversidemo.gov

QUESTIONS AND ANSWERS

Sheet E1.0 shows note 3: "...intercept and extending existing conduit stubbed into area from existing panel HP2...new conductors throughout."

- 1) Where is this 'existing conduit' stub located; Is it in the [note 2] work area?
The conduit is stubbed up at area of work (east of existing fields), contractor to field verify exact locations. The "area of work" would refer to the area of the new parking lot. The installer for the existing electrical noted that a 2" conduit is installed to a quazite box near the NE sport lighting pole on Pitch 7.
- 2) Is there any cable in this conduit or is it empty conduit?
This is empty conduit.
- 3) Are we responsible for final connection in HP2 panel, as well as circuit breakers?
Yes, final connection and programming of lights is the responsibility of bidding contractor. The breakers are existing. Please refer to notation on panel schedule of breakers that are existing.
- 4) What construction standards are these plans based on; MoDOT/ KCMO?
Plans follow KCAPWA specifications. The City has adopted 2018 IBC and 2018 NEC.

EXTENDED BID DATE

The bid date is extended to **Tuesday, August 29th at 10am**. No interpretation of the meaning to the specifications, or other pre-bid documents will be made to any bidder orally. Every request for such interpretation must be received by **5pm on August 24th**. A final addendum, if necessary, will be issued by **August 25th at 10am**.

THIS IS THE END OF ADDENDUM 02

ADDENDUM 03

Issued: 08/24/2023

Project: Soccer Road and Parking Lot 624-023
City of Riverside
Riverside, MO

Engineer: VSR Design
Vance Rzepka
913-484-5211
vance@vsrdesign.net

Resident Rep: City of Riverside
Travis Hoover
816-372-9004
thoover@riversidemo.gov


ADDITIONS

- 1) Please see attached plan sheets showing curb painting requirements.
- 2) Please see attached, updated bid form with curb painting line item.

THIS IS THE END OF ADDENDUM 03 – See Attachments

REV	DATE	DESCRIPTION
0	07/17/23	INITIAL ISSUE
DSN	JAA	
DWN	NAN	
CHK	CJC	

CHRISTIAN J. CROWDER
ENGINEER
MO # 2015000038

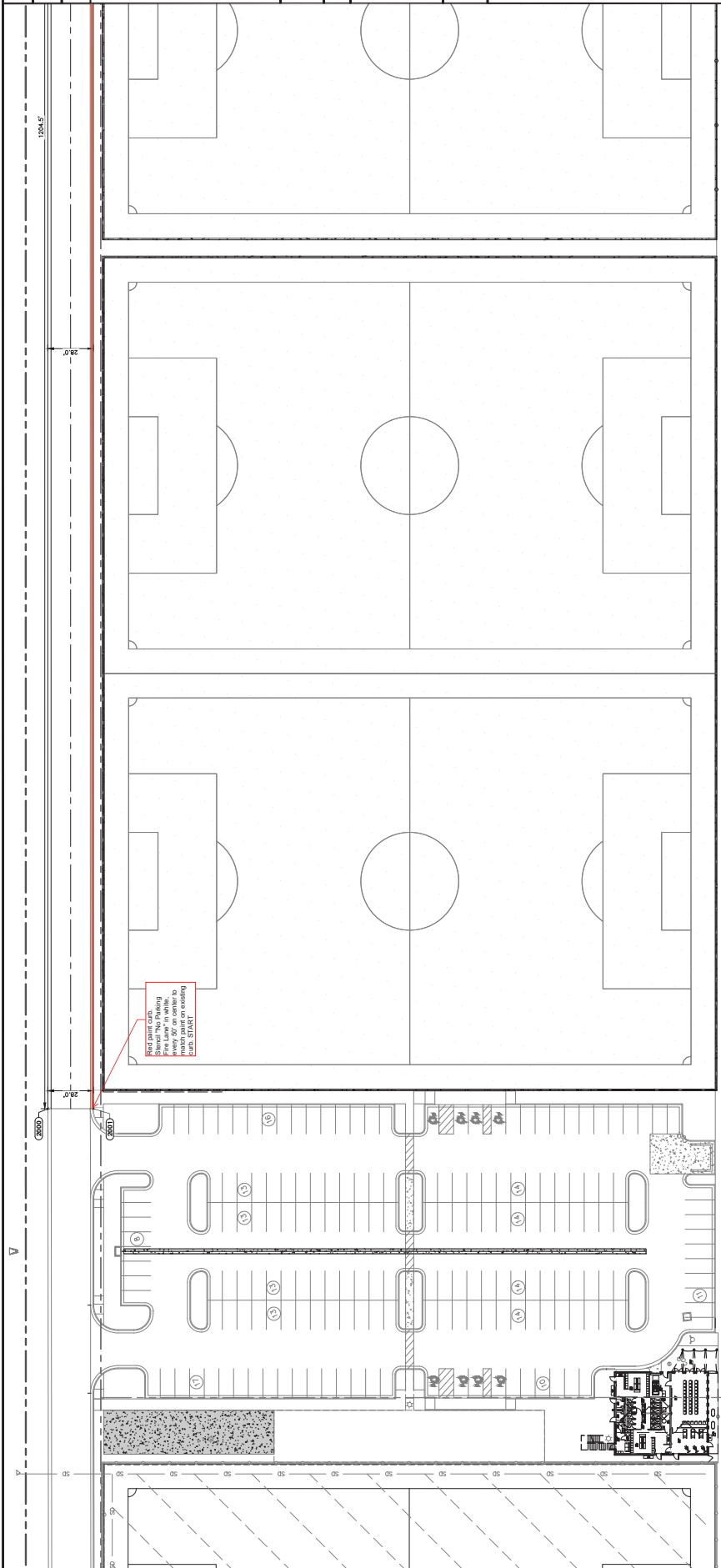


K&W VALLEY ENGINEERING
14700 WEST 141TH TERRACE
LEWIS, KANSAS 66215
PH: (913) 884-5512 | FAX: (913) 884-5977
info@kvweng.com | www.kvweng.com

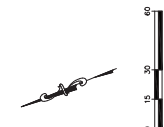
K&W VALLEY ENGINEERING, INC. IS AUTHORIZED TO OFFER ENGINEERING SERVICES BY MISSOURI STATE CERTIFICATE OF AUTHORITY # 000842, EXPIRES 12/31/23

KC CURRENT TRAINING PITCH 4 - 7
1-635 & HORIZONS PARKWAY
RIVERSIDE, MISSOURI 64150
CIVIL CONSTRUCTION DOCUMENTS
PROJECT NO. C22-1351
DESIGNED BY JAA
DRAWN BY NAN
DATE 07/17/23
SHEET 1351/DM

0	C203
REV	
SHEET	1351/DM



- WARRANTY / DISCLAIMERS:**
THESE PLANS AND SPECIFICATIONS ARE PREPARED BY K&W VALLEY ENGINEERING, INC. FOR THE PROJECT AND SITE SHOWN. K&W VALLEY ENGINEERING, INC. MAKES NO WARRANTY, EXPRESS OR IMPLIED, FOR THE ACCURACY, COMPLETENESS, OR SUFFICIENCY OF THE INFORMATION PROVIDED HEREON. THE CONTRACTOR SHALL BE RESPONSIBLE FOR OBTAINING ALL NECESSARY PERMITS AND FOR VERIFYING THE EXISTING CONDITIONS OF THE SITE PRIOR TO CONSTRUCTION. THE CONTRACTOR SHALL BE RESPONSIBLE FOR OBTAINING ALL NECESSARY PERMITS AND FOR VERIFYING THE EXISTING CONDITIONS OF THE SITE PRIOR TO CONSTRUCTION.
- SAFETY NOTICE TO CONTRACTOR:**
IN ACCORDANCE WITH GENERALLY ACCEPTED CONSTRUCTION PRACTICES, THE CONTRACTOR SHALL BE SOLELY AND COMPLETELY RESPONSIBLE FOR CONDITIONS OF THE WORK. THIS REQUIREMENT WILL APPLY CONTINUOUSLY AND NOT BE LIMITED TO NORMAL WORKING HOURS.
- CAUTION - NOTICE TO CONTRACTOR:**
THE CONTRACTOR SHALL BE RESPONSIBLE FOR VERIFYING THE LOCATION AND/OR ELEVATION OF EXISTING UTILITIES AS SHOWN ON THESE PLANS IS BASED ON RECORDS OF THE VARIOUS UTILITY COMPANIES AND, WHERE POSSIBLE, ON FIELD SURVEY. THE CONTRACTOR MUST CALL THE MISSOURI UTILITY LOCATING SERVICE (MULS) AT 800-455-7777 TO REQUEST EXACT FIELD LOCATION OF UTILITIES. IT IS THE RESPONSIBILITY OF THE CONTRACTOR TO RELOCATE ALL EXISTING UTILITIES TO THE LOCATION SHOWN ON THESE PLANS PRIOR TO CONSTRUCTION. THE CONTRACTOR SHALL EXPOSE EXISTING UTILITIES AT LOCATIONS OF POSSIBLE CONFLICTS PRIOR TO ANY CONSTRUCTION.
- LEGEND:**
- BENCHMARK
 - CONTROL POINT
 - GATE POST
 - CHAIN LINK FENCE
 - FENCE POST
 - PLASTIC BOLLARD
 - PARKING STALL COUNT
 - HANDICAP SYMBOL
 - HANDICAP SIGN
 - STREET/TRAFFIC SIGN
 - LIGHT POLE
 - BREAKER BOX
 - UTILITY LINE (6" & JMB)
 - GUY ANCHOR
 - PULL BOX
 - UTILITY POLE W/ TRANSFORMER
 - 6" BACK TO BACK OF CURB MEASUREMENT
 - E/E EDGE TO EDGE OF ASPHALT
 - DE DOOR ELEVATION
 - WATER LINE GATE VALVE
 - STORM SEWER MANHOLE
 - SANITARY SEWER CLEAN OUT
 - SANITARY SEWER MANHOLE
 - FIRE HYDRANT
 - DECIDUOUS TREE
 - CONIFEROUS TREE
 - CONC CONCRETE
 - ASPH HOT DENSITY POLYETHYLENE
 - CORRUGATED METAL PIPE
 - HD CONCRETE PAVEMENT
 - HD ASPHALT PAVEMENT
 - 2" MILL AND OVERLAY EXTERNS (6" WID)
 - PUBLIC STREET PAVEMENT



THIS DRAWING SHALL NOT BE UTILIZED BY ANY PERSON, FIRM, OR CORPORATION IN WHOLE OR IN PART WITHOUT THE SPECIFIC PERMISSION OF K&W VALLEY ENGINEERING, INC.

CAUTION – NOTICE TO CONTRACTOR: THE CONTRACTOR IS SPECIFICALLY CAUTIONED THAT THE LOCATION AND/OR ELEVATION OF EXISTING UTILITIES AS SHOWN ON THESE PLANS IS BASED ON RECORDS OF THE VARIOUS UTILITY COMPANIES AND, WHERE POSSIBLE, FIELD SURVEY. THE CONTRACTOR SHALL BE RESPONSIBLE FOR VERIFYING THE LOCATION AND DEPTH OF ALL UTILITIES AS BEING EXACT OR COMPLETE. THE CONTRACTOR MUST CALL THE APPROPRIATE UTILITY COMPANY AT LEAST 48 HOURS BEFORE ANY EXCAVATION TO REQUEST THE LOCATION OF ALL UTILITIES. THE CONTRACTOR SHALL BE RESPONSIBLE FOR THE PROTECTION OF ALL EXISTING UTILITIES. THE CONTRACTOR SHALL CONTACT WITH PROPOSED IMPROVEMENTS SHOWN ON THE PLANS. THE CONTRACTOR SHALL EXPOSE EXISTING UTILITIES AT LOCATIONS OF POSSIBLE NOT BE LIMITED TO NORMAL WORKING HOURS.

THIS DRAWING SHALL NOT BE UTILIZED BY ANY PERSON, FIRM OR CORPORATION IN WHOLE OR IN PART WITHOUT THE EXPRESS PERMISSION OF K&M VALLEY ENGINEERING, INC.
CONFLICTS PRIOR TO ANY CONSTRUCTION.

ADDENDUM 03**BID FORM****BID FOR UNIT PRICE CONTRACTS
(Pricing)****CONTRACTOR:** _____**SOCCER ROAD & PARKING LOT (624-023)**

NO.	BID ITEM	UNIT	QTY	UNIT PRICE	TOTAL COST
1	Mobilization	LS	1		
2	Contractor Furnished Surveying	LS	1		
3	Construction Entrance	SY	135		
4	Clearing, Grubbing, and Demolition	ACRES	3.19		
5	Excavation (Surface to Surface)	CY	2230		
6	Sediment Fence	LF	1300		
7	Pavement Markings	LF	4360		
8	8" HD Asphalt Pavement w/ Stabilized Subgrade	SY	1830		
9	5" LD Asphalt Pavement w/ Stabilized Subgrade	SY	3080		
10	8" Public Road Asphalt Pavement w/ Stabilized Subgrade	SY	4620		
11	6" Full Height Curb & Gutter	LF	2905		
12	Zero Height Curb	LF	1205		
13	Handicap Ramps	EACH	3		
14	4" Concrete Sidewalk	SY	1125		
15	Handicap Parking Stall Painting/Signage	EACH	6		
16	Armormax 75 SS Turf Reinforcement Mat	SF	870		
17	Site Electrical and lighting	LS	1		
18	Landscape Seeding	LS	1		
19	Red Oak	EACH	8		
20	Hameln Grass	EACH	28		
21	Concrete Valley Gutter	LF	345		
22	Red Curb Painting – including “No Parking, Fire Lane” stencil painting	LF	1,326		
Total Bid					

BID FORM

BID FOR UNIT PRICE CONTRACTS (Pricing)

CONTRACTOR: Monarch Build

SOCCKER ROAD & PARKING LOT (624-023)

NO.	BID ITEM	UNIT	QTY	UNIT PRICE	TOTAL COST
1	Mobilization	LS	1	\$100,551.00	\$ 100,551.00
2	Contractor Furnished Surveying	LS	1	\$6,557.00	\$ 6,557.00
3	Construction Entrance	SY	135	\$48.57	\$ 6,556.95
4	Clearing, Grubbing, and Demolition	ACRE S	3.19	\$2,586.00	\$ 8,249.34
5	Excavation (Surface to Surface)	CY	2230.0	\$30.27	\$ 67,502.10
6	Sediment Fence	LF	1300	\$3.82	\$ 4,966.00
7	Pavement Markings	LF	4360	\$0.87	\$ 3,793.20
8	8" HD Asphalt Pavement w/ Stabilized Subgrade	SY	1830	\$41.59	\$ 76,109.70
9	5" LD Asphalt Pavement w/ Stabilized Subgrade	SY	3080.0	\$19.17	\$ 59,043.60
10	8" Public Road Asphalt Pavement w/ Stabilized Subgrade	SY	4620	\$44.03	\$ 203,418.60
11	6" Full Height Curb & Gutter	LF	2905.00	\$22.21	\$ 64,520.05
12	Zero Height Curb	LF	1205	\$22.21	\$ 26,763.05
13	Handicap Ramps	EACH	3	\$1,049.00	\$ 3,147.00
14	4" Concrete Sidewalk	SY	1125	\$52.98	\$ 59,602.50
15	Handicap Parking Stall Painting/Signage	EACH	6	\$1,154.00	\$ 6,924.00
16	Armormax 75 SS Turf Reinforcement Mat	SF	870	\$16.11	\$ 14,015.70
17	Site Electrical and lighting	LS	1	\$59,014.00	\$ 59,014.00
18	Landscape Seeding	LS	1	\$4,564.00	\$ 4,564.00
19	Red Oak	EACH	8	\$682.00	\$ 5,456.00
20	Hameln Grass	EACH	28	\$35.25	\$ 987.00
21	Concrete Valley Gutter	LF	345	\$47.27	\$ 16,308.15
22	Red Curb Painting – including “No Parking, Fire Lane” stencil painting	LF	1326	\$0.90	\$ 1,193.40
Total Bid					\$ 799,242.34

BID BOND
(Bid Security)

KNOW ALL MEN BY THESE PRESENTS, that we, the undersigned,
Monarch Build LLC as PRINCIPAL and
Western Surety Company as SURETY, are held and firmly bound
unto the City of Riverside, Missouri, ("City") in the sum of
Five Percent of Amount Bid Dollars (\$ 5% of Amount Bid)
("Bid Security"), for the payment of which sum well and truly to be made, we hereby jointly and
severally bind ourselves, our heirs, executors, successors, and assigns, firmly by these presents.

THE CONDITION OF THIS OBLIGATION IS SUCH, that whereas Principal has submitted a
bid dated August 24, 2023, to enter into a contract in writing for the SOCCER
ROAD AND PARKING LOT (Project No. 624-023);

NOW, THEREFORE,

IF said Bid shall be rejected, or in the alternate,

IF Principal shall not withdraw the bid within the period specified therein after the opening of
bids, or, if no period be specified, within ninety (90) days after the bid opening, or in the alternate,

IF said Bid shall be accepted and the Principal shall execute and deliver a contract in the form of
contract attached hereto, properly completed with all attachments and requirements pertaining thereto,
and shall furnish a bond for the faithful performance of said contract, and for the payment of all persons
performing labor or furnishing materials in connection therewith, shall in all other respects perform the
agreement created by the acceptance of said Bid within ten (10) days after such Contract Documents are
presented to Principal for signature, or in the alternate,

In the event of the withdrawal of the Bid within the period specified, or the failure to enter into
such contract within the time specified, then the Bid Security shall immediately become due and payable
and forfeited to the City as liquidated damages. Principal and Surety agree that this is a fair and
reasonable approximation of the actual damages incurred by the City for the Principal's failure to honor
its bid and that the liquidated damages in this section are not penal in nature but rather the parties' attempt
to fairly quantify the actual damages incurred by the City for the Principal's refusal to honor its bid.

The Surety, for value received, hereby stipulates and agrees that the obligations of said Surety
and its bond shall be in no way impaired or affected by the extension of the time within which the City
may accept such Bid; and said Surety does hereby waive notice of any such extension.

IN WITNESS WHEREOF, the Principal and Surety have hereunto set their hands and seals, and such of them as are corporations have caused their corporate seals to be hereto affixed and these presents to be signed by their proper officers, the day and year set forth herein.

Monarch Build LLC
8100 Newton Street, Suite 300, Overland Park, KS 66204

PRINCIPAL

By: _____

(Signature)

Printed Name: _____

Title: _____

Date: August 24, 2023

I hereby certify that surety is duly licensed to issue bonds in the State of Missouri and in the jurisdiction in which the Project is located.

Western Surety Company
151 N. Franklin Street, Chicago, IL 60606 (312) 822-5000

SURETY

By: _____

(Signature)

Printed Name: C. Stephens Griggs

Title: Attorney-in-Fact

Date: August 24, 2023

SURETY POWER OF ATTORNEY MUST BE ATTACHED

Western Surety Company

POWER OF ATTORNEY APPOINTING INDIVIDUAL ATTORNEY-IN-FACT

Know All Men By These Presents, That WESTERN SURETY COMPANY, a South Dakota corporation, is a duly organized and existing corporation having its principal office in the City of Sioux Falls, and State of South Dakota, and that it does by virtue of the signature and seal herein affixed hereby make, constitute and appoint

Patrick T. Pribyl, Debra J. Scarborough, Mary T. Flanigan, Veronica Lawver, Christy M. Braile, Jeffrey C. Carey, Danielle R. Capps, Charles R. Teter III, Evan D. Sizemore, Charissa D. Lecuyer, Rebecca S. Leal, Kristin D. Thurber, C. Stephens Griggs, Tahitia M. Fry, Lauren Scott, Hillary D. Shepard, Kellie A. Meyer, Erin C. Lavin, Individually

of Kansas City, MO, its true and lawful Attorney(s)-in-Fact with full power and authority hereby conferred to sign, seal and execute for and on its behalf bonds, undertakings and other obligatory instruments of similar nature

- In Unlimited Amounts -

and to bind it thereby as fully and to the same extent as if such instruments were signed by a duly authorized officer of the corporation and all the acts of said Attorney, pursuant to the authority hereby given, are hereby ratified and confirmed.

This Power of Attorney is made and executed pursuant to and by authority of the By-Law and Resolutions printed on the reverse hereof, duly adopted, as indicated, by the shareholders of the corporation.

In Witness Whereof, WESTERN SURETY COMPANY has caused these presents to be signed by its Vice President and its corporate seal to be hereto affixed on this 11th day of May, 2023.



WESTERN SURETY COMPANY

Larry Kasten, Vice President

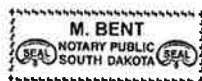
State of South Dakota
County of Minnehaha

} ss

On this 11th day of May, 2023, before me personally came Larry Kasten, to me known, who, being by me duly sworn, did depose and say: that he resides in the City of Sioux Falls, State of South Dakota; that he is a Vice President of WESTERN SURETY COMPANY described in and which executed the above instrument; that he knows the seal of said corporation; that the seal affixed to the said instrument is such corporate seal; that it was so affixed pursuant to authority given by the Board of Directors of said corporation and that he signed his name thereto pursuant to like authority, and acknowledges same to be the act and deed of said corporation.

My commission expires

March 2, 2026



M. Bent, Notary Public

CERTIFICATE

I, L. Nelson, Assistant Secretary of WESTERN SURETY COMPANY do hereby certify that the Power of Attorney hereinabove set forth is still in force, and further certify that the By-Law and Resolutions of the corporation printed on the reverse hereof is still in force. In testimony whereof I have hereunto subscribed my name and affixed the seal of the said corporation this 24th day of August, 2023



WESTERN SURETY COMPANY

L. Nelson, Assistant Secretary

Authorizing By-Laws and Resolutions

ADOPTED BY THE SHAREHOLDERS OF WESTERN SURETY COMPANY

This Power of Attorney is made and executed pursuant to and by authority of the following By-Law duly adopted by the shareholders of the Company.

Section 7. All bonds, policies, undertakings, Powers of Attorney, or other obligations of the corporation shall be executed in the corporate name of the Company by the President, Secretary, and Assistant Secretary, Treasurer, or any Vice President, or by such other officers as the Board of Directors may authorize. The President, any Vice President, Secretary, any Assistant Secretary, or the Treasurer may appoint Attorneys in Fact or agents who shall have authority to issue bonds, policies, or undertakings in the name of the Company. The corporate seal is not necessary for the validity of any bonds, policies, undertakings, Powers of Attorney or other obligations of the corporation. The signature of any such officer and the corporate seal may be printed by facsimile.

This Power of Attorney is signed by Larry Kasten, Vice President, who has been authorized pursuant to the above Bylaw to execute power of attorneys on behalf of Western Surety Company.

This Power of Attorney may be signed by digital signature and sealed by a digital or otherwise electronic-formatted corporate seal under and by the authority of the following Resolution adopted by the Board of Directors of the Company by unanimous written consent dated the 27th day of April, 2022:

“RESOLVED: That it is in the best interest of the Company to periodically ratify and confirm any corporate documents signed by digital signatures and to ratify and confirm the use of a digital or otherwise electronic-formatted corporate seal, each to be considered the act and deed of the Company.”

EXPERIENCE QUESTIONNAIRE

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

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

Monarch Build LLC

(Company Name)

Courtney Kounkel

(Primary Contact Name)

8100 Newton Street, Suite 300

(Address)

Overland Park, KS 66204

(City, State, Zip Code)

913-609-3868

(Phone Number)

913-942-2400

(Fax Number)

courtney.kounkel@monarch.build

(E-mail)

Federal ID Number: 82-1205051 or SSN: _____

(Check all that apply)

☒ General Contracting

☐ Electrical

☐ Other: _____

☐ Earthwork

☐ Paving

☐ Other: _____

☐ Erosion Control

☐ Other: _____

☐ Other: _____

Name of State(s) in which incorporated: Kansas

Date(s) of incorporation: April 13, 2017

Attach Certificate of Good Standing for State in which incorporated.

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

Certificate Number: 127554 Date: August 21, 2023

Name of the following officers:

Courtney Kounkel

(President's Name)

NA

(Vice-President's Name)

NA

(Secretary's Name)

NA

(Treasurer's Name)

Date of Organization: April 13, 2017

Type of Partnership: General X Limited Association

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

Courtney Kounkel, 8424 Fontana Street, Prairie Village, KS 66207

(Name)

(Address)

(City, State, Zip)

(Name)

(Address)

(City, State, Zip)

1. How many years has your Company been in business as a contractor under your present business name? 6+
2. List all other prior business names and locations under which you or any partner, principal or other officer of your company has ever done business:

JTR Construction, LLC

3. How many years' experience in the proposed type and size of construction work has your Company had: (a) as a general contractor 6+; (b) as a subcontractor ?
4. List the three most recent projects your Company has completed similar in scope to the proposed work:

Project Name or City KC Current Road Extension, Parking Lot and Soccer Pitches

Contact Name Mukul Sharma Phone 913-232-5695

Contract Amount \$ 6.4M When Completed? 7/2023

Description of Work Public road extension, new parking lot and four (4) new soccer pitches (fields)

Project Name or City KC Current Training Complex

Contact Name Mukul Sharma Phone 913-232-5695

Contract Amount \$ 11M When Completed? 6/2022

Description of Work New training building, public road extension, new parking lot,
three (3) new soccer pitches (fields)

Project Name or City Primrose School Meadowbrook Shopping Center

Contact Name Brock Walpert Phone 816-853-0077

Contract Amount \$ 4M When Completed? 6/2023

Description of Work New construction of two story daycare facility in existing shopping center with playground and surrounding site work.

5. What other important projects has your Company completed?

Project Name or City Jewish Community Center Expansion

Contact Name Dave Roesler Phone 913-486-0877

Contract Amount \$ 7M When Completed? 1/2021

Description of Work New building expansion to existing community center, which included new gymnasium, interior soccer field, dance studios and other fitness related facilities. The project also include a parking lot expansion and modifications to existing parking lots.

Project Name or City Ranchmart Shopping Center

Contact Name Michelle Kaiser Phone 913-233-6611

Contract Amount \$ 16.7M When Completed? 8/2022

Description of Work Renovation of the existing shopping center, construction of new two story building and complete renovation of entire site, including all parking lots and surrounding islands and landscaping.

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

James (Jim) Anderson, Kaw Valley Engineering

Terry Uhl, Uhl Engineering

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

No

8. Name of your Surety Company, and the name and address of your agent you expect to use in the event this contract is awarded to you:

CNA

Lockton Insurance, Lauren Scott, 444 W. 47th Street, Suite 900, Kansas City, MO 64111

9. What is your present bonding capacity?

\$35M

10. List each and every incidence of failure to perform that resulted in a claim under a Performance or Payment Bond:

None

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

NAME Courtney Kounkel Position Owner

Years of construction experience: 25

Magnitude & Type of Work Oversee construction as a manager

In What Capacity? Project Executive

Years of Employment with Contractor: 6+

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

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

Bachelors of Environmental Design, Major: Architecture

Johnson County Kansas - Class A General Contractor License

NAME Steve Davidson Position Supernitendent

Years of construction experience: 25+

Magnitude & Type of Work Onsite Supervision, QC and Safety

In What Capacity? Superintendent

Years of Employment with Contractor: 6+

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

None

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

Formerly Union Carpenter

NAME Tony Scofield Position Project Manager

Years of construction experience: 20+

Magnitude & Type of Work Oversee the project management of the project

In What Capacity? Project Manager

Years of Employment with Contractor: 1+

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

Arvest Bank - New Bank Construction

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

University of Missouri- Columbia
Plumber

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

Quantity, Description, & Capacity	Age in Years	Condition
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We do not own any equipment other than vehicles driven by Superintendents.

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

We filed legal action to obtain payment from DHL/Wilkerson Crane and the Judge ruled in our favor on all accounts.

14. On a typical project, what percent of the work is completed by your own forces? 15 % What percent by subcontract? 85 %. List subcontractors you propose to use on this project and their responsibility in this contract.

Subcontractor Name	Contract Responsibility	% of Contract
(1) <u>Freeman Concrete</u> <u>8357 Montzello RD Shawnee, KS 66227</u> Address State Zip <u>913-825-0744</u> Phone Number	<u>Concrete</u>	<u>21%</u>
(2) <u>Larry Brown Excavating</u> <u>2112 Kara Court Liberty, mo 64068</u> Address State Zip <u>816-415-4386</u> Phone Number	<u>Earthwork</u>	<u>12%</u>
(3) <u>Seal O Matz</u> <u>2601 NW Tullison Rd Riverside, mo 64168</u> Address State Zip <u>816-741-2646</u> Phone Number	<u>Asphalt/Cement Stabilization</u>	<u>43%</u>
(4) <u>Capital Electric</u> <u>2801 Fairfax Trailway Kansas City, KS 66115</u> Address State Zip <u>816-472-9570</u> Phone Number	<u>Electrical/ Site Lighting</u>	<u>8%</u>
(5) <u>Erosion Specialists</u> <u>681599 po Box Riverside, mo 64168</u> Address State Zip <u>816-321-1847</u> Phone Number	<u>Erosion Control/Landscape</u>	<u>2%</u>

15. Is your Company current on payment of Federal and State income tax withholdings and unemployment insurance payments? Yes

If the answer is no, please provide detail: _____

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

If the answer is yes, please provide detail: _____

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

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

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

Dated on behalf of said Company this 29 day of August, 20 23
By: Courtney Kounkel
Name: Courtney Kounkel
Title: Owner

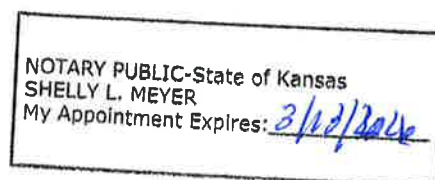
State of Kansas)
County of Johnson) ss

BEFORE ME, the undersigned notary, personally appeared Courtney Kounkel of Monarch Build LLC, that he/she has been authorized by such company to complete the foregoing statement, and that the answers to the foregoing questions and all statements therein contained are true and correct.

Subscribed and sworn to me before this 29 day of August, 20 23.

My commission expires:

Shelly L. Meyer
Notary Public



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

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

Business Entity ID Number: 8636144

Entity Name: MONARCH BUILD LLC

Entity Type: DOM: LTD LIABILITY COMPANY

State of Organization: KS

was filed in this office on April 13, 2017, and is in good standing, having fully
complied with all requirements of this office.

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



In testimony whereof I execute this certificate and affix
the seal of the Secretary of State of the state of Kansas on
this day of August 21, 2023

A handwritten signature in cursive script, reading "Scott Schwab", is written over a horizontal line.

**SCOTT SCHWAB
SECRETARY OF STATE**

Certificate ID: 1275540 - To verify the validity of this certificate please
visit <https://www.kansas.gov/bess/flow/validate> and enter the certificate ID
number.

STATE OF MISSOURI



John R. Ashcroft
Secretary of State

CORPORATION DIVISION
CERTIFICATE OF GOOD STANDING

I, JOHN R. ASHCROFT, Secretary of State of the STATE OF MISSOURI, do hereby certify that the records in my office and in my care and custody reveal that

MONARCH BUILD LLC

using in Missouri the name

MONARCH BUILD LLC
FL001421059

a KANSAS entity was created under the laws of this State on the 9th day of August, 2017, and is Active, having fully complied with all requirements of this office.

IN TESTIMONY WHEREOF, I hereunto set my hand and cause to be affixed the GREAT SEAL of the State of Missouri. Done at the City of Jefferson, this 21st day of August, 2023.


Secretary of State

Certification Number: CERT-08212023-0158



AFFIDAVIT for WORK AUTHORIZATION

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

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

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

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

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

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

State of Kansas)

County of Johnson) ss:

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

1. My name is Courtney Kounkel and I am currently the Owner of Monarch Build LLC (hereinafter "Contractor"), whose business address is 8100 Newton Street, Suite 300, OP, KS 66204, and I am authorized to make this Affidavit.

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

3. Contractor is enrolled in and participates in a federal work authorization program with respect to the employees working in connection with the following services contracted between Contractor and the City of Riverside: **SOCCER ROAD & PARKING LOT (Project No. 624-023)**.

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

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

Further, Affiant sayeth not.

Courtney Kounkel
Signature of Affiant

Printed Name: Courtney Kounkel

Subscribed and sworn to before me this 29 day of August, 2023.

NOTARY PUBLIC-State of Kansas
SHELLY L. MEYER

My Appointment Expires: 3/13/2026

Shelly L. Meyer
Notary Public

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

AGREEMENT BETWEEN CITY OF RIVERSIDE AND CONTRACTOR

SOCCER ROAD & PARKING LOT

Project No: 624-023

THIS AGREEMENT, made and entered into as of the ____ day of September, 2023, by and between the City of Riverside, Missouri (“City”), and Monarch Build, LLC (“Contractor”), shall govern all Work to be provided by Contractor for City on the Project.

WHEREAS, City, under the provisions of Resolution No. _____, duly approved on the 19th day of September, 2023 and by virtue of the authority vested in City by the general ordinances of City, intends to enter into one or more contracts for the Project; and

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

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

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

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

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

ARTICLE I DEFINITIONS

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

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

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

ARTICLE II

THE PROJECT AND THE WORK

- A. Contractor shall provide and pay for all Work for the Project.
- B. Contractor represents that it has evaluated and satisfied itself as to all conditions and limitations under which the Work is to be performed, including, without limitation, (1) the location, condition, layout, and nature of the Project site and surrounding areas, (2) generally prevailing climatic conditions, (3) labor supply and costs, and (4) availability and cost of materials, tools, and equipment.

City shall not be required to make any adjustment in either the Contract Amount or the time for performance of the Work because of Contractor's failure to do so.

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

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

ARTICLE III CONTRACT AMOUNT

A. Provided Contractor performs all Work in accordance with the Contract Documents and complies fully with each and every obligation of Contractor under the Contract Documents, City shall pay Contractor the sum of seven hundred ninety-nine thousand two hundred forty-two dollars and thirty-four cents (\$799,242.34). This amount shall include all costs, permit fees, profit, overhead, expenses, taxes, and compensation of every kind related to the Work, and shall be referred to as the "Contract Amount."

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

C. Payment of the Contract Amount shall be full compensation for all labor, services, materials, supplies, tools, equipment, supervision, management, and anything else necessary to complete the respective items in place, in full compliance with all requirements set forth in the Contract Documents. All costs, permit fees, profit, overhead, expenses, taxes, and compensation of every kind

related to the Work are included in the Contract Amount. No labor, services, materials, supplies, tools, equipment, supervision, management, or anything else required by the Contract Documents for the proper and successful completion of the Work shall be paid for outside of or in addition to the Contract Amount. The Work set forth in the Contract Amount shall be itemized in Contractor's Bid for Unit Price Contracts. All Work not specifically set forth in Contractor's Bid for Unit Price Contracts as a separate pay item is a subsidiary obligation of Contractor, and all costs, permit fees, profit, overhead, expenses, taxes and compensation of every kind in connection therewith are included in the Contract Amount set forth in Contractor's Bid for Unit Price Contracts.

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

ARTICLE IV PROGRESS OF WORK /SUBMITTALS

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

B. TIME FOR COMPLETION. Contractor shall achieve Substantial Completion, as defined in Article I hereof, no later than 60 Calendar Days from Notice to Proceed. The Contractor will proceed with the Work at such rate of progress to ensure Substantial Completion within the contract time. It is expressly understood and agreed, by and between the Contractor and the City, that the contract time to achieve Substantial Completion of the Work described herein is a reasonable time, taking into consideration the average climatic and economic conditions and other factors prevailing in the locality of the Work. No extensions will be granted, except in case of unusual (unseasonable) weather conditions or additional work requested by the City under Change Order. Following Substantial Completion, Contractor shall proceed to complete all uncompleted Work items as promptly as permitted by weather conditions or any other conditions affecting completion of the Work.

C. LIQUIDATED DAMAGES. If Contractor fails to achieve Substantial Completion of all the Work as set forth in the Contract Documents, Contractor shall pay City \$500.00 per day, as liquidated damages and not as a penalty, for each calendar day after such date, until Substantial Completion of all the Work is achieved. Contractor agrees that the sum of \$500.00 per day is a fair and reasonable approximation of the actual damages incurred by the City for the Contractor's failure to complete the Project within the time outlined above and that such liquidated damages in this section are not penal in nature but rather the parties' attempt to fairly quantify the actual damages incurred by the City for such

delays. Recovery of liquidated damages is not City's exclusive remedy for Contractor's failure to achieve Substantial Completion in accordance with this Agreement. Specifically, but without limitation, City may exercise any of its default or termination rights under this Agreement under all circumstances described herein, including but not limited to Contractor's failure to achieve Substantial Completion in accordance with Paragraph B above. Contractor shall not be charged with liquidated damages or any excess cost when the delay in completion of the Work is due to unforeseen causes beyond the control and without the fault or negligence of the Contractor, including but not restricted to, acts of God, or the public enemy, acts of the City, acts of another contractor in the performance of a contract with the City, fires, floods, epidemics, quarantine restrictions, strikes, freight embargoes and abnormal and unforeseeable weather provided that the Contractor has given written notice of such delay to the City within five (5) days of the event causing such delay.

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

E. CONSTRUCTION SCHEDULE. Promptly after the execution of this Agreement, and in any event before commencing performance of the Work, Contractor shall submit to City for approval a construction schedule that specifies the dates on which Contractor plans to begin and complete various parts of the Work, including dates on which information and approvals are required from City. Upon City's written approval of the schedule, Contractor shall comply with it unless directed by City to do otherwise. Contractor shall update the schedule on a monthly basis or at more frequent appropriate intervals if required by the conditions of the Work and the Project. With each Application for Payment under Article VI of this Agreement, Contractor shall submit an updated, current schedule. Neither the original schedule nor any update shall exceed time limits for the entire Project under the Contract Documents.

F. PHOTOGRAPHS OF PROJECT. The Contractor shall furnish photographs of the Project site in the number, type, and stage as enumerated below:

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

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

H. SUSPENSION OF WORK. The City may suspend the Work or any portion thereof for a period of not more than ninety (90) days or such further time as agreed upon by the Contractor, by written notice to the Contractor which shall fix the date on which Work shall be resumed. The Contractor will

resume the Work on the date so fixed. The Contractor will be allowed an increase in the contract price or an extension of the contract time, or both, directly attributable to any suspension

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

J. **SHOP DRAWINGS.** Contractor shall submit to Resident Project Representative for review all shop drawings, samples, product data, and similar submittals required by the Contract Documents. Contractor shall be responsible to City for the accuracy and conformity of its submittals to the Contract Documents. Shop drawings shall bear the Contractor's certification that it has reviewed, checked and approved the shop drawings and that they are in conformance with the requirements of the Contract Documents. Contractor shall prepare and deliver its submittals to City in a manner consistent with the construction schedule and in such time and sequence so as not to delay performance of the Work. Portions of the Work requiring a shop drawing or sample submission shall not begin until the shop drawing or submission has been reviewed by the Resident Project Representative. Review of any Contractor submittal shall not be deemed to authorize deviations, substitutions, or changes in the requirements of the Contract Documents unless express written approval is obtained from City specifically authorizing such deviation, substitution, or change. When submitted for the Resident Project Representative's review, any shop drawing which substantially deviates from the requirement of the Contract Documents shall be evidenced by a Change Order. If the Contract Documents do not contain submittal requirements pertaining to the Work, Contractor agrees upon request to submit in a timely fashion to City for review by Resident Project Representative any shop drawings, samples, product data, manufacturers' literature, or similar submittals as may reasonably be required by City. Contractor shall perform all Work strictly in accordance with approved submittals. Resident Project Representative's review does not relieve Contractor from responsibility for defective Work resulting from errors or omissions of any kind on the reviewed submittals. A copy of each shop drawing and each sample shall be kept in good order by the Contractor at the site and shall be available to the Resident Project Representative.

K. **MATERIALS, SERVICES AND FACILITIES.** It is understood that except as otherwise specifically stated in the Contract Documents, the Contractor shall provide and pay for all materials, labor, tools, equipment, water, light, power, transportation, supervision, temporary construction of any nature, and all other services and facilities of any nature whatsoever necessary to execute, complete, and deliver the Work within the specified time. Materials and equipment shall be so stored as to insure the preservation of their quality and fitness for the Work. Stored materials and equipment to be incorporated in the Work shall be located so as to facilitate prompt inspection. Manufactured articles, materials and equipment shall be applied, installed, connected, erected, used, cleaned and conditioned as directed by the manufacturer. Material, supplies and equipment shall be in accordance with samples submitted by the Contractor and approved by the Resident Project Representative. Materials, supplies or equipment

to be incorporated into the Work shall not be purchased by the Contractor or by any Subcontractor subject to a chattel mortgage or under a conditional sale contract or other agreement by which an interest is retained by the seller.

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

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

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

N. SUBSTITUTIONS. Whenever a material, article, or piece of equipment is identified on the drawings and specifications by referenced to brand name or catalog numbers, it shall be understood that this is referenced for the purpose of defining the performance or other salient requirements and that other products of equal capacities, quality and function shall be considered. The Contractor may recommend the substitution of material, article or piece of equipment of equal substance and function for those referred to in the Contract Documents by referenced to brand name or catalog number, if, in the opinion of the City, such material, article or piece of equipment is of equal substance function to that specified, the City may approve, in writing, its substitution and use by the Contractor. Any cost differential shall be deductible from the contract price and in such event the Contract Documents shall

be modified by Change Order. The Contractor warrants that if substitutes are approved, no major changes in the function or general design of the Project will result. Incidental changes or extra component parts required to accommodate the substitute will be made by the Contractor without a change in the contract price or contract time.

O. LANDS & RIGHT OF WAY. Prior to issuance of Notice to Proceed, the City shall obtain all lands and rights-of-way necessary for the carrying out and completion of Work to be performed pursuant to the Contract Documents, unless otherwise mutually agreed by the Contractor and City, in writing. The City shall provide to Contractor information which delineates and describes the lands owned and right of way acquired. The Contractor shall provide at its own expense and without liability to the City any additional land and access thereto that the Contractor may desire for temporary construction facilities, or for storage of materials.

P. SURVEYS, PERMITS AND REGULATIONS. The City shall furnish all boundary surveys and establish all base lines for locating the principal component parts of the Work together with a suitable number of bench marks adjacent to the Work as shown in the Contract Documents. From the information provided by the City, unless otherwise specified in the Contract Documents, the Contractor shall develop and make all detail surveys needed for construction such as slope stakes, batter boards, stakes for pipe locations and other working points, lines, elevations and cut sheets.

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

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

Q. SUBSURFACE CONDITIONS. The Contractor, before bidding the Project, has the responsibility to become familiar with the Project site and the conditions under which Work will have to be performed during the construction period. Excavating for foundations of surface structure: buildings, bridges, tanks, towers, retaining walls and other types of surface structures. The Contractor shall promptly, and before such conditions are disturbed (excepting an emergency), notify the City by written notice of subsurface or latent physical conditions at the site differing materially from those indicated in the Contract Documents. Contractor shall also be required to notify City of any unknown physical conditions at the site of unusual nature, differing materially from those ordinarily encountered and generally recognized as inherent in work of the character provided for in the Contract Documents at the location of the Project. The City shall investigate the conditions, and if it is found that such conditions do so materially differ and cause an increase or decrease in the cost of, or in the time required for, performance of the Work, the Contract Documents may be modified by Change Order as provided in Article VII. Any claim of the Contractor for adjustment hereinafter shall not be allowed unless the

required written notice has been given; provided that the City may, if the City determines the facts so justify consider and adjust any such claims asserted before the date of the final payment. Excavating for below-surface structures: water mains, sewers, power and telephone cables and other types of below surface structures. No extra compensation will be paid for rock excavation or varying geologic features encountered on the Project, unless so shown as a bid item in the Bid Form for bid. If man-made hazards are encountered by the Contractor, excluding utilities, which are not visible from the surface, such as buried concrete foundations, buried garbage dumps that cannot be by-passed and requires additional Work consult the Resident Project Representative.

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

ARTICLE V CONTRACT DOCUMENTS

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

1. INFORMATION FOR BIDDERS
2. BID FOR UNIT PRICE CONTRACTS
3. BID FORM
4. BID BOND
5. EXPERIENCE QUESTIONNAIRE
6. AFFIDAVIT OF WORK AUTHORIZATION
7. This AGREEMENT BETWEEN CITY OF RIVERSIDE AND CONTRACTOR
8. PERFORMANCE BOND
9. PAYMENT BOND
10. PREVAILING WAGE RATES - STATE OF MISSOURI DIVISION OF LABOR STANDARDS
11. TIME FOR COMPLETION
12. SCOPE OF WORK
13. TECHNICAL SPECIFICATIONS
14. NOTICE TO PROCEED
15. APPLICATION FOR PAYMENT FORM

16. CHANGE ORDER FORM
17. CERTIFICATE FOR SUBSTANTIAL COMPLETION
18. AFFIDAVIT OF COMPLIANCE WITH THE PREVAILING WAGE LAW
19. ANTI-DISCRIMINATION AGAINST ISRAEL ACT CERTIFICATION
20. CONTRACTOR AFFIDAVIT FOR FINAL PAYMENT
21. SUBCONTRACTOR AFFIDAVIT FOR FINAL PAYMENT
22. ENGINEER/CONSULTANT CERTIFICATE for Acceptance & Final Payment

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

ARTICLE VI PAYMENTS

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

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

C. All payments under this Agreement shall be made only upon the approval of Resident Project Representative and Administrator. Resident Project Representative shall review each Application for Payment and certify for payment such amounts as Resident Project Representative determines are due Contractor. From the total amount certified, City shall withhold five percent (5%) as retainage until final completion and acceptance of the Work. The five percent (5%) retainage may be reduced by Change Order if final completion and acceptance of the Work is delayed due to unforeseen circumstances and the Work is usable for its intended purpose by the City. If reduction in the retainage is approved, the remaining retainage shall be an amount equal to or greater than 200% of the estimated amount necessary to complete the Work.

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

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

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

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

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

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

1. Unsatisfactory job progress,
2. Defective Work,

3. Failure to make payments to Subcontractors or suppliers,
4. Reasonable evidence that all Work cannot be completed for the unpaid balance of the Contract Amount,
5. Damage by Contractor or Subcontractors or suppliers to property of City or others,
6. Contractor's breach of this Agreement, or
7. Contractor's failure to provide requested documentation.

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

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

ARTICLE VII CHANGES/CLAIMS

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

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

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

C. If a change to the Work causes an increase or decrease in the time required for Contractor's performance, an equitable adjustment to the time for performance shall be made. Notwithstanding any statement in the submitted bid to the contrary and for the avoidance of doubt, unit prices listed in the Contractor's Bid shall be used for Change Order pricing.

D. A change in the Contract Amount or the time for performance of the Work shall be accomplished only by written Change Order, which shall state the increase or decrease, if any, in the Contract Amount or the time for performance. No course of conduct or dealings between the parties, nor express or implied acceptance of alterations or additions to the Work, and no claim that City has been unjustly enriched by any alteration or addition to the Work, whether or not there is, in fact, any such enrichment, shall be the basis of any claim to an increase in any amounts due under the Contract Documents or a change in the time for performance of the Work.

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

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

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

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

ARTICLE VIII INSURANCE

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

1. **COMMERCIAL GENERAL LIABILITY** - Contractor shall provide coverage for Contractor, City, its employees, officers, and agents, and any architects, engineers, or other design professionals engaged by or on behalf of City against claims for damage to property and/or illness of, injury to, or death of any person or persons related to or arising out of the Work. Such coverage shall name the City, together with its

employees and officers, as an additional insured and have not less than the following limits:

- a. Each occurrence \$3,000,000.00
 - b. General aggregate \$3,000,000.00
 - c. Products/completed operations aggregate \$3,000,000.00
 - d. The following coverage shall be included:
 - Blanket contractual liability
 - Products/completed operations
 - Personal/advertising injury
 - Broad form property damage
 - Independent contractors
 - Explosion, Collapse, and Underground Damage
2. OWNERS PROTECTIVE LIABILITY – Contractor shall purchase, maintain and deliver to the City for operations of the Contractor of any Subcontractor in connection with execution of the agreement Owner’s Protective Liability insurance in the same minimum amounts as required for Commercial General Liability Insurance above.
3. AUTOMOBILE LIABILITY - Contractor shall provide coverage for Contractor, City, its employees, officers, and agents, and any architects, engineers, or other design professionals engaged by or on behalf of City against claims for bodily injury and/or property damage arising out of the ownership or use of any owned, hired, and/or non-owned vehicle and shall include protection for any auto, or all owned autos, hired autos, and non-owned autos. The coverage shall have not less than a combined single limit of \$3,000,000.00 for each accident.
4. WORKERS’ COMPENSATION AND EMPLOYER’S LIABILITY - This insurance shall protect Contractor against all claims under applicable state workers’ compensation laws. Contractor also shall be protected through employer’s liability coverage against claims for injury, disease, or death of employees which, for any reason, may not fall within the provisions of a workers’ compensation law. The limits shall not be less than the following:
- | | | |
|----|-----------------------------|----------------------------|
| a. | Workers’ Compensation | Statutory |
| b. | Employer’s Liability: | |
| | • Bodily injury by accident | \$1,000,000.00 |
| | • Bodily injury by disease | \$500,000.00 each employee |

B. All insurance shall be written by an insurer or insurers acceptable to City and with a minimum financial rating not lower than “A-” in Best’s Insurance Guide, latest edition. All insurance shall be written on an occurrence basis, and all aggregate limits shall apply in total to the Work only. Each policy providing general liability coverage or automobile liability coverage (including any

umbrella or excess policy that provides any required general or automobile liability coverage) shall provide contractual liability coverage for all indemnity obligations of Contractor under the Contract Documents. Each policy providing general liability or automobile liability coverage (including any umbrella or excess policy that provides any required general or automobile liability coverage) shall, in form satisfactory to City, (1) name as additional insureds City, its employees, officers, and agents, and any architects, engineers, or other design professionals engaged by or on behalf of City, and (2) provide that it is primary to any other insurance maintained by any additional insured, which other insurance shall be excess or contingent. The insurance provided to the additional insureds shall apply, without limitation, to injury or damage caused by Work included in the products/completed operations hazard.

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

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

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

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

G. If any part of the Work is subcontracted, each Subcontractor, or Contractor on behalf of the Subcontractor, shall maintain liability and worker's compensation insurance coverages and amounts satisfying all the requirements of this Article. Certificates and copies of policies, satisfactory to City,

evidencing the required insurance and compliance with this Article shall be delivered to City's designated representative not less than seven (7) days before the Subcontractor first performs any of the Work.

H. If Contractor is a transient employer as defined in Section 285.230 RSMo, Contractor must post in a prominent and easily accessible place at the Work site a clearly legible copy of the following: (1) the notice of registration for employer withholding issued to such transient employer by the Director of Revenue; (2) proof of coverage for workers' compensation insurance or self-insurance signed by the transient employer and verified by the Department of Revenue through the records of the Division of Workers' Compensation; and (3) the notice of registration for unemployment insurance issued to such transient employer by the Division of Employment Security. Any transient employer failing to comply with these requirements shall, under Section 285.234 RSMo be liable for a penalty of \$500 per day until the notice required by this Paragraph are posted as required by law.

ARTICLE IX INDEMNITY

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

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

ARTICLE X PATENT LIABILITY

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

ARTICLE XI

COVENANT AGAINST LOBBYING AND UNDUE INFLUENCE

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

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

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

ARTICLE XII

RECORDS REGARDING PAYMENT

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

ARTICLE XIII NOTICES

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

If to the City:

Travis Hoover
2950 NW Vivion Rd.
City of Riverside, MO
Riverside, MO 64150
thoover@riversidemo.gov

If to the Contractor:

Name: Courtney Kounkel
Title: Owner
Street Address: 8100 Newton St, Suite 300
City, State Zip: Overland Park, KS 66204
Email: courtney.kounkel@monarch.build

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

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

ARTICLE XIV DEFAULT AND TERMINATION

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

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

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

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

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

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

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

ARTICLE XV TERMINATION FOR CONVENIENCE

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

ARTICLE XVI COMPLIANCE WITH LAWS

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

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

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

ARTICLE XVII LABOR STANDARDS PROVISIONS

A. **MISSOURI PREVAILING WAGE LAW.** Not less than the prevailing hourly rate of wages established by the Missouri Department of Labor and Industrial Relations Division of Labor Standards, as set out in the wage order set forth in Exhibit C attached to and made a part of, shall be paid to all workers performing Work under the Agreement. An Affidavit of Compliance with the Prevailing Wage Law as set forth in Exhibit K shall be completed by Contractor and every Subcontractor employed on the Project prior to final payment. The Contractor will forfeit a penalty to the City of \$100 per day

(or portion of a day) for each worker that is paid less than the prevailing rate for any Work done under the contract by the Contractor or by any Subcontractor.

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

C. **UNDERPAYMENT OF WAGES.** In case of underpayment of wages by the Contractor or by any Subcontractors to laborers or mechanics employed by the Contractor or Subcontractor upon the Work covered by this Agreement, the City, in addition to such other rights as may be afforded it under this Agreement shall withhold from the Contractor, out of any payments due the Contractor, so much thereof as the City may consider necessary to pay such laborers or mechanics the full amount of wages required by this Agreement. The amount so withheld may be disbursed by the City, for and on account of the Contractor or the Subcontractor (as may be appropriate), to the respective laborers or mechanics to whom the same is due or on their behalf to plans, funds, or programs for any type of fringe benefit prescribed in the applicable wage determination.

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

ARTICLE XVIII EQUAL EMPLOYMENT OPPORTUNITY

The Contractor will not discriminate against any employee or applicant for employment because of race, color, religion, sex, or national origin. The Contractor will take affirmative action to ensure that applicants and employees are treated during employment, without regard to their race, color, religion, sex, or national origin. Such action shall include, but not be limited to, employment, upgrading, demotion, or transfer; recruitment, or recruitment advertising; layoff or termination; rates of pay or other forms of compensation; and selection for training, including apprenticeship.

ARTICLE XIX SUBCONTRACTS, ASSIGNMENT, OR TRANSFER

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

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

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

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

E. Each subcontract or purchase order issued by Contractor for any of the Work shall provide that it is freely assignable by Contractor to City. Contractor hereby assigns to City all its interest in any present or future subcontract or purchase order issued by Contractor for any or all of the Work. This assignment shall be effective upon acceptance by City in writing and only as to the specific subcontract(s) and/or purchase order(s) that City designates in the writing. This assignment may be accepted by City at any time, whether before or after final payment to Contractor, and may not be withdrawn by Contractor without City's written consent.

ARTICLE XX SEPARATE CONTRACTS

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

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

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

ARTICLE XXI
ACCESS TO SITE/CLEANING UP

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

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

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

ARTICLE XXII
COMPETENCE

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

ARTICLE XXIII
WARRANTY

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

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

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

ARTICLE XXIV STORAGE OF MATERIALS AND EQUIPMENT

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

ARTICLE XXV TAXES

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

ARTICLE XXVI SAFETY

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

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

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

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

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

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

ARTICLE XXVII AUTHORIZED EMPLOYEES

Contractor acknowledges that Section 285.530 RSMo prohibits any business entity or employer from knowingly employing, hiring for employment, or continuing to employ an unauthorized alien to perform work within the State of Missouri. Contractor therefore covenants that it is not knowingly in violation of subsection 1 of Section 285.530 RSMo, and that it will not knowingly employ, hire for employment, or continue to employ any unauthorized aliens to perform Work on the Project, and that its employees are lawfully eligible to work in the United States.

**ARTICLE XXVIII
INDEPENDENT CONTRACTOR**

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

**ARTICLE XXIX
CONFLICT**

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

**ARTICLE XXX
PERFORMANCE AND PAYMENT BONDS**

The Contractor shall within ten (10) days after the receipt of the Notice of Award furnish the City with a Performance Bond and Payment Bond in forms set forth in Exhibits A and B in an amount at least equal to one hundred percent (100%) of the contract price, conditioned upon the performance by the Contractor all undertakings, covenants, terms, conditions and agreements of the Contract Documents, and upon the prompt payment by the Contractor to all persons supplying labor and materials in the prosecution of the Work provided by the Contract Documents. Such bonds shall be executed by the Contractor and a corporate bonding company licensed to transact such business in the state in which the Work is to be performed and named on the current list of "Surety Companies Acceptable on Federal Bonds" as published in the Treasury Department Circular Number 570 and shall have a rating of at least "A-" from Best's. The expense of these bonds shall be borne by the Contractor. If at any time a surety on any such bond is declared a bankrupt or loses its right to do business the state in which the Work is to be performed or is removed from the list of Surety Companies accepted on Federal Bonds, Contractor shall within ten (10) days after notice from the City to do so, substitute an acceptable bond (or bonds) in such form and sum and signed by such other surety or sureties as may be satisfactory to the City. The premiums on such bond shall be paid by the Contractor. No further payment shall be deemed due nor shall payment be made to Contractor until the new surety or sureties shall have furnished an acceptable bond to the City.

**ARTICLE XXXI
SEVERABILITY**

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

**ARTICLE XXXII
NO PRESUMPTION AGAINST THE DRAFTER**

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

**ARTICLE XXXIII
DISPUTES/ATTORNEY FEES**

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

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

**ARTICLE XXXIV
TITLES**

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

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

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

**ARTICLE XXXVI
ENTIRE AGREEMENT**

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

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

[THE REMAINDER OF THIS PAGE INTENTIONALLY LEFT BLANK]

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

APPROVED AS TO FORM:

ATTORNEY:

By: _____

Attorney, _____

COUNTERSIGNED BY:

CITY PURCHASING AGENT:

By: _____

Brian E. Koral
City Administrator

CITY OF RIVERSIDE:

By: _____

Kathleen L. Rose, Mayor

ATTEST:

Robin Kincaid, City Clerk

CONTRACTOR:

By: _____

(Signature)

Printed Name: _____

Title: _____

ATTEST:

SECRETARY, _____

(Name Printed)

EXHIBIT A

PERFORMANCE BOND

FOR THE FAITHFUL PERFORMANCE of each of the terms and stipulations of the AGREEMENT between the CITY OF RIVERSIDE and CONTRACTOR, for construction of SOCCER ROAD & PARKING LOT (624-023), dated _____, 20____, designated Resolution No. _____, in _____ every particular, _____ [insert name of Company], as Principal, and _____ [insert name of surety], as Surety, hereby firmly bind themselves and their respective heirs, executors, administrators, successors, and assigns, jointly and severally, unto the City of Riverside, Missouri, ("City") in the total aggregate penal sum of _____ Dollars (\$ _____) lawful money of the United States, by these presents:

THE CONDITION OF THIS OBLIGATION is such that in the event Principal shall faithfully and properly complete the Work required by the Contract Documents described in the Agreement and perform all of its duties, obligations, covenants, and conditions pursuant to the terms of the Contract Documents during the original term thereof, and any extensions thereof which may be granted by the City, including, without limitation, all warranty obligations and duties and if the Principal shall satisfy all claims and demands incurred under such Agreement, and shall fully indemnify and hold harmless the City from all costs and damages which it may suffer by reason of failure to do so, and shall reimburse and repay the City for all outlay and expense which the City may incur in making good any default, then this obligation shall be void, otherwise to remain in full force and effect.

PROVIDED FURTHER, Surety hereby stipulates and agrees that no change, extension of time, alteration or addition to the terms of the Contract Documents or to the Work to be performed thereunder or the specifications accompanying the same shall in any way affect its obligation on this Bond, and it does hereby waive notice of any such change, extension of time, alteration or addition to the terms of the Contract Documents or to the Work or to the specifications.

PROVIDED FURTHER, that it is expressly agreed that the bond shall be deemed amended automatically and immediately, without formal and separate amendments hereto, upon amendment to the Agreement not increasing the Agreement price more than twenty percent (20%), so as to bind the Principal and the Surety to the full and faithful performance of the Agreement as so amended. The term "Amendment",

wherever used in this bond, and whether referring to this bond or the Agreement, shall include any alteration, addition, extension, or modification of any character whatsoever.

The Performance Bond above is accepted by the City this ____ day of _____, 20 ____.

CONTRACTOR AS PRINCIPAL

By: _____

(Signature)

Printed Name: _____

Title: _____

I hereby certify that (1) I have authority to execute this document on behalf of Surety; (2) Surety has an A.M. Best rating of A- or better; (3) Surety is named in the current list of Companies Holding Certificates of Authority as Acceptable Sureties on Federal Bonds and Acceptable Reinsuring Companies: as published in Circular 570 (most current revision) by the Financial Management Service, Surety Bond Branch, U.S. Department of the Treasury; and (4) Surety is duly licensed to issue bonds in the State of Missouri and in the jurisdiction in which the Project is located.

SURETY

By: _____

(Signature)

Printed Name: _____

Title: _____

Date: _____

Note:

- Date of Bond must NOT BE PRIOR TO DATE OF AGREEMENT.
- If Contractor is a partnership, all partners must execute the Bond.

SURETY POWER OF ATTORNEY MUST BE ATTACHED

EXHIBIT B

PAYMENT BOND

KNOW ALL PERSONS BY THESE PRESENTS: that _____
_____ a _____ [insert corporation, partnership or individual],
hereinafter called Principal, and _____ [insert name of surety],
hereinafter called Surety, are held and firmly bound unto the CITY OF RIVERSIDE, MISSOURI
("City"), and unto all persons, firms and corporations who or which may furnish labor, or who furnish
materials to perform as described under the Agreement and Contract Documents more fully described
below and to their successors and assigns in the total aggregate penal sum of
_____ Dollars
(\$ _____) in lawful money of the United States, for the payment of which sum well
and truly to be made, we bind ourselves, our heirs, executors, administrators, 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 Agreement with the City, dated the _____ day of _____, 20____, for the
construction of SOCCER ROAD & PARKING LOT (624-023) approved by Resolution No.
_____;

NOW, THEREFORE, in the event Principal shall pay the prevailing hourly rate of wages for each
craft or type of worker required to execute the Work required by the Contract Documents described in
the Agreement in the locality as determined by the Department of Labor and Industrial Relations of
Missouri or by final judicial determination pursuant to the provisions of Sections 290.010 to 290.340
and 290.550 through 290.580, inclusive, of the Revised Statutes of Missouri, and shall timely pay to the
proper parties all amounts due for material, machinery, equipment and tools, consumed or used in
connection with the construction of such Work, and all insurance premiums, workers' compensation,
and all other kinds of insurance, on such Work, and for all labor performed in such Work whether by
Principal, Subcontractor, or otherwise, then this obligation to be void, otherwise to remain in full force
and effect, and the same may be sued on at the instance of any Subcontractor, material supplier, laborer,
mechanic, or other interested party, in the name of the City of Riverside, to the use of such parties, for
any breach of the considerations hereof.

Surety hereby stipulates and agrees that no change, extension of time, alteration or addition to the terms of the Contract Documents or to the Work to be performed thereunder 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 Contract Documents or to the Work.

The Payment Bond above is accepted by the City this ____ day of _____, 20 ____.

CONTRACTOR AS PRINCIPAL

By:

(Signature)

Printed Name:

Title:

I hereby certify that (1) I have authority to execute this document on behalf of Surety; (2) Surety has an A.M. Best rating of A- or better; (3) Surety is named in the current list of Companies Holding Certificates of Authority as Acceptable Sureties on Federal Bonds and Acceptable Reinsuring Companies: as published in Circular 570 (most current revision) by the Financial Management Service, Surety Bond Branch, U.S. Department of the Treasury; and (4) Surety is duly licensed to issue bonds in the State of Missouri and in the jurisdiction in which the Project is located.

SURETY

By:

(Signature)

Printed Name:

Title:

Date:

- Note:**
- Date of Bond must NOT BE PRIOR TO DATE OF AGREEMENT
 - If Contractor is a partnership, all partners must execute the Bond.

SURETY POWER OF ATTORNEY MUST BE ATTACHED

EXHIBIT C
PREVAILING WAGE RATES

Special Wage Determination: Prevailing hourly rates of wages follow, as determined by the Division of Labor Standards, Jefferson City, Missouri.

Missouri

Division of Labor Standards

WAGE AND HOUR SECTION



MICHAEL L. PARSON, Governor

Annual Wage Order No. 30

Section 083
PLATTE COUNTY

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

Original Signed by

Todd Smith, Director
Division of Labor Standards

Filed With Secretary of State: March 10, 2023

Last Date Objections May Be Filed: April 10, 2023

Prepared by Missouri Department of Labor and Industrial Relations

OCCUPATIONAL TITLE	**Prevailing Hourly Rate
Asbestos Worker	\$68.54
Boilermaker	\$33.80*
Bricklayer	\$60.87
Carpenter	\$61.62
Lather	
Linoleum Layer	
Millwright	
Pile Driver	
Cement Mason	\$33.80*
Plasterer	
Communications Technician	\$63.38
Electrician (Inside Wireman)	\$68.28
Electrician Outside Lineman	\$58.82
Lineman Operator	
Lineman - Tree Trimmer	
Groundman	
Groundman - Tree Trimmer	
Elevator Constructor	\$33.80*
Glazier	\$33.80*
Ironworker	\$67.98
Laborer	\$48.19
General Laborer	
First Semi-Skilled	
Second Semi-Skilled	
Mason	\$54.59
Marble Mason	
Marble Finisher	
Terrazzo Worker	
Terrazzo Finisher	
Tile Setter	
Tile Finisher	
Operating Engineer	\$61.68
Group I	
Group II	
Group III	
Group III-A	
Group IV	
Group V	
Painter	\$53.97
Plumber	\$74.61
Pipe Fitter	
Roofer	\$58.79
Sheet Metal Worker	\$72.86
Sprinkler Fitter	\$66.39
Truck Driver	\$33.80*
Truck Control Service Driver	
Group I	
Group II	
Group III	
Group IV	

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

**The Prevailing Hourly Rate includes any applicable fringe benefit amounts for each occupational title as defined in RSMO Section 290.210.

Heavy Construction Rates for
PLATTE County

Section 083

OCCUPATIONAL TITLE	**Prevailing Hourly Rate
Carpenter	\$61.99
Millwright	
Pile Driver	
Electrician (Outside Lineman)	\$58.82
Lineman Operator	
Lineman - Tree Trimmer	
Groundman	
Groundman - Tree Trimmer	
Laborer	\$49.79
General Laborer	
Skilled Laborer	
Operating Engineer	\$58.57
Group I	
Group II	
Group III	
Group IV	
Truck Driver	\$51.31
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.

EXHIBIT D
Time for Completion

SOCCER ROAD & PARKING LOT (Project No. 624-023)

Time for Completion: 60 Calendar Days from Notice to Proceed

EXHIBIT E
SCOPE OF WORK for

SOCCKER ROAD & PARKING LOT (Project No. 624-023)

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

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

- Site Preparation
- Construction Staking
- Erosion Control
- Earthwork
- Stabilized Subgrade
- Asphalt Paving
- Concrete Paving
- Lighting and electrical
- Site Restoration, Seeding and Planting

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

1. Schedule and Coordinate all necessary inspections.
2. Contractor shall coordinate with all utilities prior to the work starting, including contacting underground locator services.
3. Include all temporary utility fees and permits.
4. Include 3rd party Special Inspections as required to demonstrate compliance with project specifications, including but not limited to compaction and material testing. Proof rolls shall be coordinated with City Engineer, Travis Hoover.
5. Include all surveying, layout and field engineering required for the performance of this work.
6. Provide digital photographs of the preconstruction, construction, and post construction site (see Article IV Progress of Work / Submittals (F) for specifics)
7. Provide all weather provisions to meet the schedule set forth in the contract documents.
8. Provide clean up associated with the contractors work. Site is to remain free of debris during the construction process.
9. Provide all traffic control as required throughout the construction process.

EXHIBIT F
TECHNICAL SPECIFICATIONS

SOCCER ROAD & PARKING LOT (Project No. 624-023)

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

ENUMERATION OF SPECIFICATIONS AND ADDENDA:

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

SPECIFICATIONS:

Division 1 – General Requirements

<u>Section</u>	<u>Description</u>
01015	CONTRACTOR USE OF PREMISES
01030	SPECIAL CONDITIONS
01040	COORDINATION
01051	CONSTRUCTION SURVEY AND STAKING
01060	STANDARD SPECIFICATIONS AND PLANS
01270	MEASUREMENT AND PAYMENT
01310	JOB SITE ADMINISTRATION
01320	CONSTRUCTION SCHEDULE
01330	SUBMITTALS
01410	TESTING LABORATORY SERVICES
01524	WASTE AREA, MATERIAL STORAGE AND SITE APPEARANCE
01567	POLLUTION CONTROL
01570	TEMPORARY TRAFFIC CONTROL
01732	DEMOLITION AND SITE PREPARATION

Division 2 – Site Work

<u>Section</u>	<u>Description</u>
02230	CLEARING AND GRUBBING
02350	EROSION AND SEDIMENT CONTROL
02520	PORTLAND CEMENT CONCRETE PAVING
02820	SEEDING
02920	LANDSCAPE

ADDENDA:

No. _____ Date _____

EXHIBIT G



NOTICE TO PROCEED

DATE: 09/15/2023

PROJECT: SOCCER ROAD & PARKING LOT

PROJECT NO.: 624-023

RESO: _____ (approved _____)

TO: Contractor: _____

(address) _____

You are hereby notified to commence work on or after the _____ day of September, 2023 in accordance with the Agreement dated September , 2023.

The date of substantial completion is 11/18/2023. The project shall be completed and ready for final payment by 11/30/2023.

CITY OF RIVERSIDE

BY: _____

Brian E. Koral, City Administrator

Receipt of the above NOTICE TO PROCEED is hereby acknowledged

BY: _____

(Signature) (Printed)

(Title) (Company)

this the _____ day of _____, 2023.

EXHIBIT H

APPLICATION FOR PAYMENT

Continuation Sheet for Application for Payment

(Contact Capital Projects and Parks Manager, Noel Bennion with the City of Riverside for an electronic version nbennion@riversidemo.gov or by calling 816-372-9028)


		PAY APPLICATION NO.		Date Prepared:	
Project No.					
City of Riverside 2950 NW Vivion Road Riverside Missouri, 64150		Project Name		Page Number: 1 of # of Pgs Attached:	
A	Original Contract Amount:	F	Value of Work to Date:	\$ -	(from Schedule of Values: Total of Amt Completed to Date)
B	Net change by Change Orders:	G	Value of Completed to Date:	\$ -	(=F + D)
C	Present Contract Amount (Line 1 +/- Line 2)				
D	Value of Stored Materials to Date:	H	Net Amount :	\$ -	(=G - E)
E	Percent Retainage:	I	Less Previous Payments:	\$ -	(total of all previous pay apps / pymts)
		J	Amount Due this Application:	\$ -	
		K	Balance to Finish Project, Including Retainage	\$ -	(=C - I - J)
				% Project Complete to Date	#DIV/0!
CONTRACTOR'S Certification for payment: The undersigned CONTRACTOR certifies that: (1) all previous progress payments received from OWNER, on account of Work done under the Contract referred to above, have been applied to discharge in full all obligations of CONTRACTOR incurred in connection with Work covered by current and prior Applications for Payments; (2) title to all Work, materials and equipment incorporated in said Work or otherwise listed in or covered by this Application for Payment will pass to Owner at time of payment free and clear of all liens, claims, security interest and encumbrances (except such as are covered by Bond acceptable to OWNER indemnifying OWNER against any such lien, claim, security interest or encumbrance); and (3) all Work covered by this Application for Payment is in accordance with the Contract Documents.			ENGINEER'S Certification for Payment: In accordance with the Contract Documents, based on on-site observations and the data comprising this application, the Engineer certifies to the Owner that to the best of the Engineer's knowledge, information and belief the Work has progressed as indicated, the quality of the Work is in accordance with the Contract Documents, and the Contractor is entitled to payment of the AMOUNT CERTIFIED \$		
			ON-SITE PROJECT Manager:		
			Construction Manager:		
			Name Printed:		
			Signed:		
			Date:		
			CITY OF RIVERSIDE, MO		
			City Engineer:		
			Travis Hoover		
			Signed		
			Date		
			City Administrator:		
			Brian Koral		
			Signed		
			Date		
Contractor: Name Printed: Signed: Date: Phone No. Address:		Engineer: Name Printed: Signed: Date: Address:			

EXHIBIT I CHANGE ORDER

(Contact Capital Projects and Parks Manager, Noel Bennion with the City of Riverside for an electronic version nbennion@riversidemo.gov or by calling 816-372-9028)


				CHANGE ORDER NO.		Date Prepared:			
Contractor Name:									
Project Name:						Page Number: 1 of			
Project Number:						# of Pgs Attached:			
Contract Date:				The following changes to the original contract amount were required to cover cost incurred by the Contractor or to reflect savings realized by the Contractor as a result of a change in the actual constructed quantities from the estimated quantities shown on the Bid Proposal.					
Project Location:		Riverside, Missouri							
REQUIRED CHANGES IN PRESENT CONTRACT									
Line Item No.	Contract or Previous Quantity	Contract or Previous Unit Price	Contract or Previous Amount	Unit	Item Description & Reason for Change Order (Please describe item below and then follow with reason for Change Order) 1) Requested by City 2) Unknown Site Conditions 3) Not incorporated in plans/specs	New or Adjusted Quantity	New or Adjusted Unit Price	New or Adjusted Amount	
			\$0.00					\$0.00	
			\$0.00					\$0.00	
			\$0.00					\$0.00	
			\$0.00					\$0.00	
			\$0.00					\$0.00	
			\$0.00					\$0.00	
			\$0.00					\$0.00	
Previous Total			\$0.00					Adjusted Total	\$0.00
								Net Change	\$0.00
Statement of Contract									
					Original Contract Amount	\$0.00			
					Net Amount of Previous Additions and Deductions	\$0.00			
					Net Contract Amount Prior to This Request	\$0.00			
					Amount of This Request	\$0.00			
					New Contract Amount	\$0.00			
					Percent Change in Contract Amount	#DIV/0!			
DESIGN ENGINEER:				CITY OF RIVERSIDE, MISSOURI:					
Company:				City Engineer:					
Name Printed:				Travis Hoover					
Signed:				Signed					
Date:				Date					
				City Administrator:					
				Brian Koral					
				Signed					
				Date					
CONTRACTOR:				ON-SITE PROJECT MANAGER:					
CONTRACTOR'S Certification for Change Order:				ON-SITE PROJECT MANAGER Certification for Change Order:					
The undersigned CONTRACTOR certifies that all changes described above are necessary in order for the CONTRACTOR to proceed with execution of the contract documents, and that the values stated above are correct with respect to the work anticipated under this change order.				In accordance with the Contract Documents, the on-site observations, and the data comprising this change order, the on-site project manager certifies to the Owner that to the best of the on-site project manager's knowledge, information and belief the above referenced changes are necessary in order to proceed with the execution of the contract documents, and that the values stated above are correct with respect to the work anticipated under this change order.					
Company:				Company:					
Name Printed:				Name Printed:					
Signed:				Signed:					
Date:				Date:					



EXHIBIT J

Certificate of Substantial Completion

(to be completed after substantial completion of the project)

Project Name: SOCCER ROAD & PARKING LOT	Project #: 624-023
Requestor of Project: City of Riverside	

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

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

Date of Substantial Completion

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

A [tentative] [definitive] list of items to be completed or corrected is attached hereto. This list may not be all-inclusive, and the failure to include any items on such list does not alter the responsibility of the Contractor to complete all Work in accordance with the Contract Documents.

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

☐ Amended Responsibilities ☐ Not Amended

The City's Amended Responsibilities:

Contractor's Amended Responsibilities:

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

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

~~Executed by Engineer~~ (Print & Sign) _____ Date _____

Accepted by Contractor (Print & Sign) _____ Date _____

Accepted by the City (Print & Sign) _____ Date _____

EXHIBIT K
AFFIDAVIT OF COMPLIANCE WITH THE PREVAILING WAGE LAW
(to be completed at conclusion of project)

I, _____, upon being duly sworn upon my oath state that:

(1) I am the _____ of _____;

(2) all requirements of Section 290.210 to 290.340. RSMo, pertaining to the payment of wages to workers employed on public works projects have been fully satisfied with regard to this Contractor's work on **SOCCER ROAD & PARKING LOT (Project No. 624-023)**;

(3) I have reviewed and am familiar with the labor standards provisions and prevailing wage rules established by the Missouri Department of Labor and Industrial Relations Division of Labor Standards;

(4) based upon my knowledge of these rules, including all occupational titles set out in the applicable regulations, I have completed full and accurate records clearly indicating:

(a) the names, occupations, and crafts of every worker employed by this Company in connection with this Project together with an accurate record of the number of hours worked by each worker and the actual wages paid for each class or type of work performed,

(b) the payroll deductions that have been made for each worker, and

(c) the amounts paid to provide fringe benefits, if any, for each worker;

(5) the amounts paid to provide fringe benefits, if any, were irrevocable paid to a trustee or to a third party pursuant to a fund, plan, or program on behalf of the workers;

(6) these payroll records are kept and have been provided for inspection to the authorized representative of the City of Riverside and will be available, as often as may be necessary, to such City and such other regulatory agencies as may be deemed necessary;

(7) such records shall not be destroyed or removed from the State of Missouri for one (1) year following the completion of Contractor's work on this Project;

(8) when in effect, the requirements of Sections 290.550 through 290.580 RSMo. Pertaining to excessive unemployment were fully satisfied; and

(9) there has been no exception to the full and complete compliance with the provisions and requirements of the wage orders applicable to the Agreement and Contract Documents.

The matters stated herein are true to the best of my information, knowledge, and belief. I acknowledge that the falsification of any information set out herein may subject me to criminal prosecution.

Contractor Signature

Printed Name

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

Notary Public

My Commission expires:

EXHIBIT L
ANTI-DISCRIMINATION AGAINST ISRAEL ACT CERTIFICATION

Pursuant to RSMo. §34.600, a public entity shall not enter into a contract to acquire or dispose of services, supplies, information technology, or construction valued at \$100,000, or with a contractor having ten or more employees, unless the contract includes a written certification that the person or company is not currently engaged in, and shall not, for the duration of the contract, engage in a boycott of:

Goods or services from the State of Israel;

Companies doing business in, or with, Israel

Companies authorized by, licensed by, or organized under, the laws of the State of Israel; or

Persons or entities doing business in the State of Israel.

For a definition of the term “boycott”, please refer to RSMo. §34.600.3.

By signing below, the entity agrees and certifies that it does not currently, and will not for the duration of this contract, engage in any of the types of boycotts listed above.

Contractor:

By: _____

Name: _____

Title: _____

EXHIBIT M
CONTRACTOR AFFIDAVIT FOR FINAL PAYMENT
(to be completed at conclusion of project)

SOCCKER ROAD & PARKING LOT (Project No. 624-023)

STATE OF _____)
COUNTY OF _____) SS:

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

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

CONTRACTOR

By _____

Title _____

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

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

My commission expires:

Notary Public

EXHIBIT N
SUBCONTRACTOR AFFIDAVIT FOR FINAL PAYMENT
(to be completed at conclusion of project)

Soccer Road & Parking Lot (Project No. 624-023)

STATE OF _____)
) SS:
COUNTY OF _____)

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

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

Subcontract with: _____, Contractor

Work Performed: _____

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

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

Business Entity Type:

- ☐ Missouri Corporation
☐ Foreign Corporation
☐ Fictitious Name Corporation
☐ Sole Proprietor
☐ Limited Liability Company
☐ Partnership
☐ Joint Venture
☐ Other (Specify) _____

Subcontractor's Legal Name and Address

Phone No. _____

Fax: _____

E:mail: _____

Federal ID No. _____

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

By: _____
(Signature)

(Print Name)

(Title)

(Date)

NOTARY

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

My Commission Expires: _____

(Signature)

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

City of Riverside, Missouri

Project Name: SOCCER ROAD & PARKING LOT

Project No: 624-023

Contractor: _____

Contract Date: _____

Date of Completion and Acceptance: _____

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

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

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

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

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

Executed by the Engineer on this _____ day of _____, 20____.

Signature: _____

(SEAL)

Typed Name: _____

cc: Contractor

DIVISION 1 – GENERAL REQUIREMENTS

01015 CONTRACTOR USE OF PREMISES

The Contractor shall confine all construction activities to the limits of the project right-of-way and easements. Any additional easements and access to private property that are desired outside the project limits are the responsibility of the Contractor.

If the Contractor desires access to private property that is outside the project limits, the Contractor shall obtain a written agreement between the Property Owner and the Contractor and submit this written agreement to the City prior to accessing the private property.

01030 SPECIAL CONDITIONS

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

01040 COORDINATION:

- A. All construction activities shall be coordinated with all utility owners and the City of Riverside. Contractor shall be responsible for notifying all utility owners with facilities within the project limits prior to construction so the utilities can be located and identified.
- B. All construction activities shall be coordinated with adjacent property owners affected by construction of the project to assure access to their properties. Driveways to adjacent properties shall be accessible at the end of each working day.
- C. The Contractor will be responsible for notifying the Resident Project Representative in writing of the dates when construction will begin and end. The City will notify the school district, fire, and police departments, and the local newspapers.
- D. The Contractor shall be responsible for obtaining all necessary permits, and paying for any and all inspection and permit fees as required by the City.
- E. Project Coordination Meetings: In addition to the above said coordination responsibilities, the Contractor shall attend construction progress meetings with the Resident Project Representative on a monthly basis (at a minimum). Additional meetings may be held as needed. No direct payment will be made for this item but shall be considered subsidiary to other bid items.
- F. The Contractor shall coordinate his/her work to ensure that the Work is complete and to ensure efficient and orderly sequence of installation of construction elements.
- G. In the event certain parts of work are assigned to subcontractors, the Contractor shall be responsible to ensure each subcontractor completes work and that all interfaces between trades are properly addressed. All subcontractors shall also coordinate their work with the Owner through the Contractor.
- H. The Contractor is solely responsible for all Assignments of Work among subcontractors.
- I. The Contractor shall be responsible for assigning and coordinating work and ensuring that suppliers and installers are familiar with all requirements in Contract Documents relating to each item of work, regardless of location of information in Contract Documents.

01051 CONSTRUCTION SURVEY AND STAKING

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

01060 STANDARD SPECIFICATIONS AND PLANS

- A. General: The work shall conform to the plans and contract specifications as outlined. In case of conflict, the specifications listed in this document shall take precedence over those listed in the stated Standard Specifications.

- B. Standard Specifications: Except where noted otherwise, the work shall conform to the latest edition of the Kansas City Metropolitan Chapter of APWA Standard Specifications and Design Criteria, Division II (APWA Standard Specifications) available at the following website: <http://kcmetro.apwa.net/chapters/kcmetro/specifications.asp>.
- C. Standard Plans: The work shall conform to the latest edition of the Kansas City Metropolitan Chapter of APWA Standard Plans when referenced in the construction documents. The referenced APWA Standard Plans are available at the following website: <http://kcmetro.apwa.net/chapters/kcmetro/specifications.asp> Other standard plans and specifications may be referred to and therefore adopted into these specifications.

01270 MEASUREMENT AND PAYMENT

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

G. Payment will be made as the sum of the following:

1. Final authorized quantity of each item in the Bid Form multiplied by the contract unit price therefore.
2. Lump sum payment for each item so listed in the Bid Form, at the contract lump sum price therefore.
3. Any special payment or adjustment, plus or minus, as provided for in the Agreement.

01310 JOB SITE ADMINISTRATION

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

01320 CONSTRUCTION SCHEDULE

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

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

- C. Schedule Updates: In addition to submitting a baseline project schedule, the Contractor shall update the project schedule prior to each monthly construction progress meeting. The updated schedule shall show the original baseline schedule, the actual work progress and the estimated completion of each significant work item for each phase of the project. The updated schedule shall be distributed to the City at each progress meeting.

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

01330 SUBMITTALS

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

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

Submittals for equipment and materials shall include reference to indicate where it is to be used; whether by tag number, specification paragraph, or description of use.

Approval of shop drawings will be for conformance with the design concept of the project and for compliance with the information given in the Technical Specifications. The approval of a separate item, as such, will not indicate approval of the assembly in which the item functions.

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

- 1.1 Aggregate (other than those used in pavements or structures)
 - A. Gradation Test Results
 - B. Soundness Test Results
- 1.2 Fill Material
 - A. Source for Material
 - B. Moisture-Density Relationships
- 1.3 Concrete Mix Design (For Each Mix used on the Project)
 - A. Source of Materials
 - B. Concrete Manufacturer's Name
 - C. Testing Laboratory Name
 - D. Results of the Mix Design
 - 1) Compressive Strength
 - 2) Air Content
 - 3) Slump
 - 4) Cement Content
 - 5) Water Content
 - 6) Fine Aggregate
 - a) Gradation Test Results
 - b) Soundness Test Results
 - 7) Coarse Aggregate
 - a) Gradation Test Results
 - b) Soundness Test Results
 - 8) Additives as called for in plans or specifications
 - 9) Certification of Reinforcing Steel
 - 10) Certification of Fly Ash (if used)

- 1.4 Asphalt Mix Designs (for each mix used on the project)
 - A. Source of Materials
 - B. Asphalt Manufacturer's Name
 - C. Testing Laboratory Name
 - D. Results of the Mix Design
 1. Marshall Characteristics, Marshall Characteristics, including all those items listed under KCAPWA.
 2. Asphalt Cement Content
 3. Fine Aggregate
 - a) Gradation Test Results
 - b) Soundness Test Results
 4. Coarse Aggregate
 - a) Gradation Test Results
 - b) Soundness Test Results
- 1.5 Soil-Fly Ash Mixture or approved equal
 - A. Fly ash material
 - B. For soil-fly ash mixture (with specified % of fly ash) for each different type of soil anticipated to be used in the pavement subgrade stabilization:
 - C. ASTM D558 modified to a 2 hour delay. At each moisture content, strength testing (ASTM D 1633) modified to curing sealed for 7 days at 100 degrees (F) shall be performed.
- ~~1.6 Storm Sewer~~
 - ~~A. Piping~~
 - ~~1. Certification of Piping and Fittings~~
 - ~~2. Structures~~
 - ~~a) Precast Shop Drawings~~
 - ~~b) Catalogue Cuts on Metal Castings~~
- 1.7 Pavement Marking Materials
 - A. Certification that all materials used are in compliance with specifications included herein
- 1.8 Silt Fence
 - A. Manufacturer's information showing compliance with KCAPWA.
- 1.9 Utility Conduits
 - A. Certification that all materials used are in compliance with specifications included herein.

01410 TESTING LABORATORY SERVICES

- A. General: Work under this item shall consist of furnishing all materials, labor and equipment necessary for a private testing laboratory to provide the material testing for items incorporated into the project. The tests, frequency and reports required to confirm contract compliance shall be as specified in the KCAPWA Standard Specifications unless otherwise noted below:

One copy of the test results shall be submitted to the Owner electronically within 24 hours of the test completion.

The testing lab must be agreed upon by the Contractor and the Owner.

- B. Payment: No direct payment shall be made. This item shall be considered subsidiary to the bid items of the materials being tested.

01524 WASTE AREA, MATERIAL STORAGE AND SITE APPEARANCE

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

The Contractor shall keep the site clean and free of all refuse, rubbish, scrap materials, and debris as a result of construction activities so that at all times the site of the work shall present a neat, orderly and workmanlike appearance. This includes the removal of earth and debris from streets and roads that resulted from the Contractor's activity. The Contractor shall restore the site of work and adjacent disturbed areas to the condition existing before work began as a minimum.

- B. Payment: No direct payment shall be made. This item shall be considered subsidiary. to the bid item, "Mobilization".

01567 POLLUTION CONTROL

No open burning will be permitted. See Section 2150 of KCAPWA for erosion and sediment control, Section 2400 of KCAPWA for seeding/sodding.

Contractor is responsible for maintaining and updating site specific Stormwater Pollution Prevention Plan. See attached.

01570 TEMPORARY TRAFFIC CONTROL

- A. General: Temporary traffic control on this project shall be done in accordance with Section 616 and all referenced sections of the Missouri Standard Specifications for Highway Construction (current edition) as published by the Missouri Highways and Transportation Commission.

This section shall cover all temporary traffic control devices as detailed on the plans or as directed by the Owner in charge of construction.

- B. Temporary Traffic Control Devices: All temporary traffic control devices shall be in conformance with "Part 6 of the Manual on Uniform Traffic Control Devices (MUTCD)," Current Edition and its latest revisions.

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

01732 DEMOLITION & SITE PREPARATION

- A. General: This item includes, but is not limited to, the removal and disposal of landscaping items, signs, fences, pipes, existing storm sewers, end sections and appurtenances, and all other items

designated for removal in the plans or as directed by the City Engineer. All items that are inside the construction limits, including those not listed or shown on the plans, shall be included in this item. Demolition shall be done in accordance with Section 2101 of the APWA Standard Specifications.

1. Sawcut Existing Pavement Full Depth: Where portions of the existing pavement are to be removed, the existing pavement shall be cut with a concrete saw to full depth. If the remaining pavement is chipped or cracked during sawing and removal, it shall be re-sawed behind the limits of the chip or crack. No additional payment will be made for the replacement of pavement damaged during construction other than that shown on the plans.
- B. Workmanship: All removals, except for suitably sized broken pavement, shall be properly discarded off the project limits and shall not be re-used or used as an embankment material within the project limits.
- C. Payment: Payment will be made per acre as listed on the bid form.

DIVISION 2 – SITEWORK

02230 CLEARING AND GRUBBING

- A. General: Clearing and grubbing shall be done in accordance with Section 2101 of the KCAPWA Standard Specifications.
- B. Payment: No direct payment will be made and shall be considered Subsidiary to “Demolition and Site Preparation”.

02350 EROSION AND SEDIMENT CONTROL

- A. General: Erosion and sediment control shall be in accordance with KCAPWA Standard Specifications Section 2150.
 - 1. The Contractor is responsible for providing sufficient control of sediment and erosion to prevent migration of sediment off the construction site throughout the duration of the project.
 - 2. All sediment escaping the project site and entering the downstream ditches shall be removed immediately at the expense of the Contractor. If the existing vegetation is damaged by the sediment, or by the removal of the sediment, it shall be replaced with like vegetation at the expense of the Contractor.
- B. Payment: Payment for sediment fence will be by lineal foot.

02520 - PORTLAND CEMENT CONCRETE PAVING

PART 1 GENERAL

1.1 SECTION INCLUDES

- A. Concrete curb and gutter, flatwork and driveways.

1.2 UNIT PRICE - MEASUREMENT AND PAYMENT

A. Concrete Curb and Gutter:

- 1. Basis of Measurement: By the lineal foot.
- 2. Basis of Payment: Includes all labor, equipment and materials necessary for mix design, supplying to site, testing, forming, placement, curing, protection, joint sealing and backfilling.

B. Concrete Flatwork:

- 1. Basis of Measurement: By the square yard.
- 2. Basis of Payment: Includes all labor, equipment and materials necessary for mix design, supplying to the site, testing, forming, placement, curing, protection, joint sealing and backfilling.

1.3 MIX DESIGN

- A. The material shall be in accordance with the Kansas City Metro Materials Board, KCMMB4K design mix.

1.4 REFERENCES

- A. Division II, Construction and Materials Specifications for Paving, Section 2200, and Incidental Construction, Section 2300, Kansas City Metropolitan Chapter of the American Public Works Association Standard Specifications (Current Edition) together with all additions, deletions and changes prescribed by the City of Riverside, Missouri, one copy of which shall be kept on site at all times.

1.5 SUBMITTALS

- A. Submit under provisions set forth in General and Special Conditions and Division 1 of these specifications.
- B. Product Data: Provide data on mix design, joint filler, admixtures, and curing compounds.

1.6 QUALITY ASSURANCE

- A. The Contractor is responsible for placing concrete when conditions are conducive to proper curing.
- A. Perform work in accordance with KCAPWA Standard Specifications and the requirements of the City of Riverside, Missouri.
- C. Obtain materials from same source throughout.

PART 2 EXECUTION

2.1 EXAMINATION

- A. Verify that subgrade is compacted as specified in Section 02300, Earthwork and ready to support paving and imposed loads. City Engineer shall approve all subgrade.

2.2 PREPARATION

- A. Moisten base to minimize absorption of water from fresh concrete.
- B. Verify that manholes, inlets or any other structures have been brought to the proper elevation, grade and alignment prior to placing concrete. Coat surfaces of manholes, curb inlets, existing structures and frames with oil to prevent bonding with concrete.
- C. Notify City a minimum of 24 hours prior to commencement of concreting operations.

2.3 CLEANUP

- A. The Contractor shall be responsible for removal from the site of excess concrete, rock, dirt, debris and any broken concrete. Clean up shall take place as work progresses.
- B. Contractor shall be responsible for the repair of any existing pavement, curb, sidewalk or driveway damaged or disturbed during construction to the satisfaction of the City.

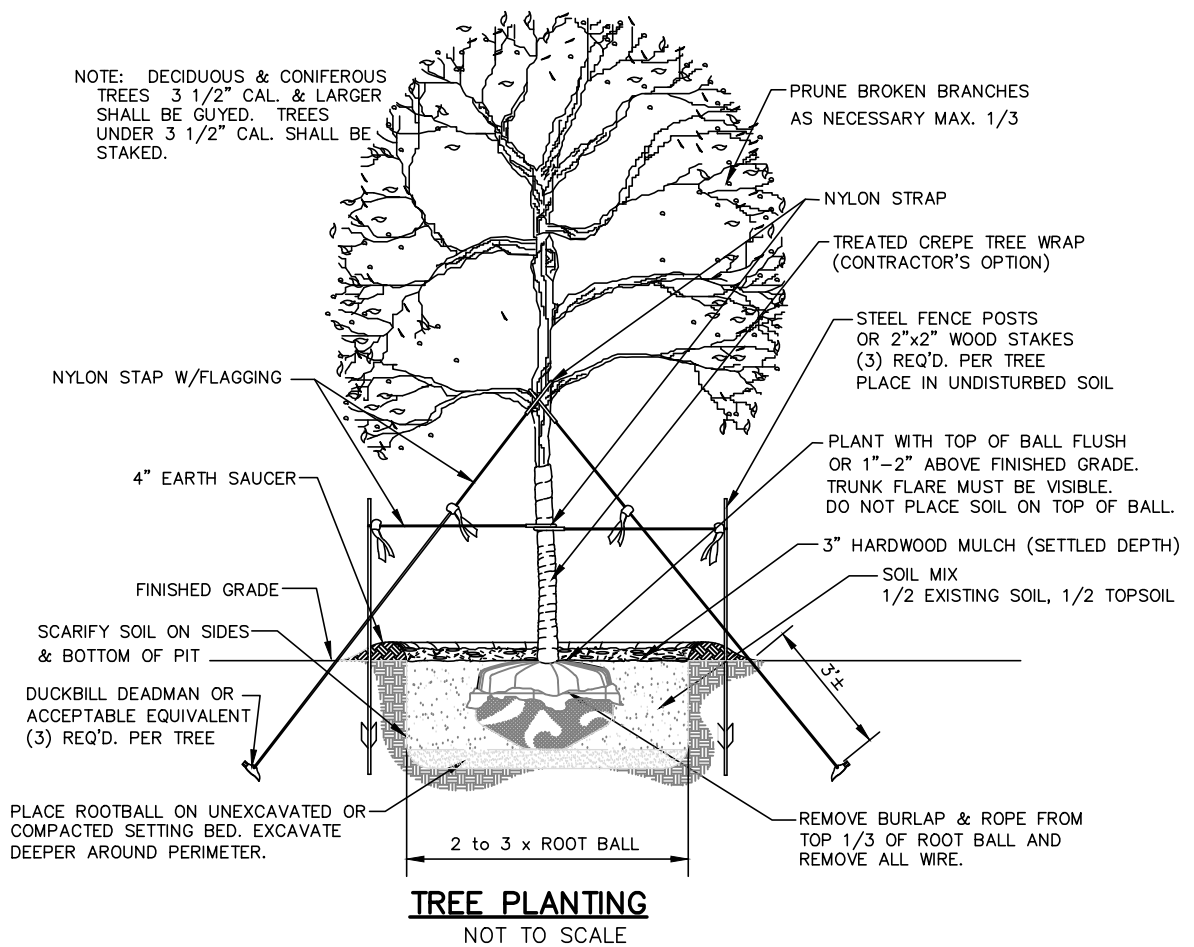
END OF SECTION 02520

02820 SEEDING

- A. General: Contractor shall seed all disturbed areas in accordance with APWA Standard Specifications Section 2401.
- B. Payment: Lump sum payment will be made.

02920 LANDSCAPE

- A. General: Trees, shrubs and ornamental grasses shall be planted according to the attached drawings.
- B. Payment: Payment will be made per each.



TREE PLANTING DETAIL

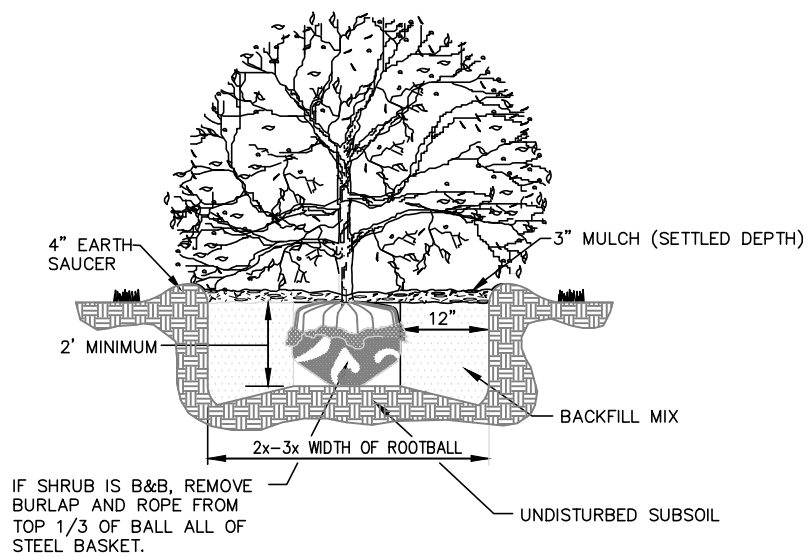
KC Current East Parking

VSR DESIGN

Drawing: Tree

By: VSR

Date: 7/31/23



SHRUB PLANTING

NOT TO SCALE

SHRUB / ORNAMENTAL GRASS
PLANTING DETAIL

KC Current East Parking

VSR DESIGN

Drawing: Shrub

By: VSR

Date: 7/31/23

**STORM WATER POLLUTION
PREVENTION PLAN**

For

CITY OF RIVERSIDE, MISSOURI

CONSTRUCTION ACTIVITIES

At

**SOCCKER ROAD &
PARKING LOT**

**Prepared by:
City of Riverside
2950 NW Vivion Road
Riverside, MO 64150
Ms. Noel Bennion
Capital Projects & Parks Manager**

August 2023

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SECTION 1

Owner's Certification and Delegation
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STORM WATER POLLUTION PREVENTION PLAN

Line Creek Trail Connector

City of Riverside
2950 NW Vivion Rd
Riverside, MO 64150

OWNER'S CERTIFICATION and DELEGATION

I certify under penalty of law, that this document and all attachments were prepared under my direction or supervision in accordance with a system designed to assure that qualified personnel properly gathered and evaluated the information submitted. Based on my inquiry of the person or persons who manage the system, or those persons directly responsible for gathering the information submitted is, to the best of my knowledge and belief, true, accurate, and complete.

Project Owner: City of Riverside

Authorized Representative: Travis Hoover

Title: City Engineer

Address: 2950 NW Vivion Road, Riverside, MO 64150

Signature, Date: _____

As Project Owner, I have delegated the following individual to monitor Storm Water Prevention Plan (SWPPP) compliance:

Owner Representative: Travis Hoover

Title: City Engineer

Signature, Date: _____

Phone: 816-741-3993

STORM WATER POLLUTION PREVENTION PLAN

Line Creek Trail Connector

City of Riverside
2950 NW Vivion Rd
Riverside, MO 64150

CONTRACTOR'S CERTIFICATION and DELEGATION

I certify under penalty of law, that I understand the terms and conditions of the National Pollutant Discharge Elimination System (NPDES) Construction General Permit (CGP) that authorizes the storm water discharges associated with industrial activity from the construction site identified as part of this Certification. I understand that I am legally required under the Clean Water Act, to ensure compliance with the terms and conditions of NPDES storm water CGP and this Storm Water Pollution Prevention Plan (SWPPP).

I understand that I am fully responsible for all subcontractors who perform work activities on the construction site, to comply with all provisions and requirements of the NPDES storm water CGP and this SWPPP.

Contractor:_____

Authorized Representative:_____

Title:_____

Address:_____

Signature, Date:_____

As Contractor, I have delegated SWPPP compliance and inspection responsibilities to the following individual for the duration of construction activities for which this company is under contract with this project.

Contractor SWPPP Representative:_____

Title:_____

Signature, Date:_____

Phone:_____

STORM WATER POLLUTION PREVENTION PLAN

Line Creek Trail Connector

City of Riverside
2950 NW Vivion Rd
Riverside, MO 64150

SUB-CONTRACTOR CERTIFICATION

I certify under penalty of law, that I understand the terms and conditions of the National Pollutant Discharge Elimination System (NPDES) Construction General Permit (CGP) that authorizes the storm water discharges associated with industrial activity from the construction site identified as part of this Certification. I understand that I am legally required under the Clean Water Act, to ensure compliance with the terms and conditions of NPDES storm water CGP and this Storm Water Pollution Prevention Plan (SWPPP).

Contractor:_____

Sub-Contractor:_____

Authorized Representative:_____

Title:_____

Signature, Date:_____

Phone:_____

Sub-Contractor:_____

Authorized Representative:_____

Title:_____

Signature, Date:_____

Phone:_____

Sub-Contractor:_____

Authorized Representative:_____

Title:_____

Signature, Date:_____

Phone:_____

SECTION 2

Storm Water Pollution Prevention Plan (SWPPP)

STORM WATER POLLUTION PREVENTION PLAN

PROJECT AND SITE DESCRIPTION:

PROJECT NAME AND LOCATION

SOC CER ROAD & PARKING LOT

From existing road east of Pitch 7 and east of planned parking lot

Total Site Area: approx. 5 Acres Estimated Disturbed Area: 5 Acres

OWNER'S NAME AND ADDRESS

City of Riverside

2950 NW Vivion Road, Riverside, MO 64150

DESCRIPTION

This project will consist of the construction of the SOC CER ROAD & PARKING LOT. Soil disturbing activities will primarily include:

1. Full depth construction of a road and parking lot.
2. Site grading.

The estimated completion date of the construction project is November 2023.

SOILS, AND RAINFALL INFORMATION

The site consists of soils that are classified by the USDA Soil Conservation Service as approximately 38.7% Waldron Silty Clay Loam, 0-2% slopes and 61.3% Leda Silty Clay, 0-2% slopes. The soils are listed as "occasionally flooded." See NRCS Soil Map for spatial distribution of soils on the site.

The site is in Platte County, which typically receive 38 to 42 inches of rainfall annually with the highest amounts of rainfall received in the months of May through July.

NAME OF RECEIVING WATERS

Runoff from the project site is discharged by sheet flow to canals and ponds that drain into the Missouri River, which ultimately flows into the Gulf of Mexico through the Mississippi River.

STORM WATER POLLUTION PREVENTION PLAN

CONTROLS:

EROSION AND SEDIMENT CONTROLS

1. Stabilization Practices

Stabilization practices for this site include:

- A. Land clearing activities shall be done only in areas where earthwork will be performed and shall progress as earthwork is needed.
- B. Frequent watering of disturbed areas to minimize dust during construction.
- C. Installation of interim Best Management Practices (BMPs) to reduce overland flow lengths.
- D. Permanent seeding will be placed on disturbed areas when earthwork is completed.

2. Structural Practices

Structural practices for this site include but are not limited to the following range of BMPs. Construction details of BMPs shall follow KCAPWA:

- A. Sediment Fence.

3. Sequence of Major Activities

The Contractor will be responsible for implementing the following erosion control and storm water management control structures. All structural practices shall be maintained through the course of the construction and shall be sequenced according to activities in the field. The Contractor may designate these tasks to certain subcontractors as he sees fit, but the ultimate responsibility for implementing these controls and ensuring their proper functioning remains with the Contractor. The order of activities will be as follows and shall be documented on the Record of Stabilization and Construction Activities Form:

- A. Install perimeter silt fences and other BMPs.
- B. Perform grading
- C. Frequent watering of the disturbed areas to minimize dust.
- D. Disturbed areas of the site where construction activity has ceased for more than 14 days shall be stabilized.
- E. Install BMPs at the locations of all area inlets and curb inlets.
- F. Carry out final grading, paving and permanent seeding.
- G. Remove BMPs only after all paving is complete and exposed surfaces are stabilized.

STORM WATER POLLUTION PREVENTION PLAN

OTHER CONTROLS:

Management of materials and practices, outside of soil disturbing activities, shall be the responsibility of the Contractor. Such activities shall include, but not be limited to, the items shown below.

1. Waste Disposal

All waste materials will be regularly removed from the construction site. No construction waste materials will be buried onsite.

2. Sanitary Waste

All sanitary waste will be collected from the portable units on a frequent, periodical basis by a licensed sanitary waste management contractor.

3. Concrete Waste from Concrete Trucks

Excess concrete and concrete wash water shall be returned to the concrete plant or deposited at a designated containment area on site, constructed in a manner to prevent run-off from entering the street, storm water drainage systems or waterways. Wash water may not be deposited in streets, curbs, gutters, storm drains, or waterways.

4. Hazardous Substances and Hazardous Waste

All hazardous waste materials will be disposed of in the manner specified by local or state regulation or by the manufacturer. The contractor's site personnel will be instructed in these practices and the contractor's Site Manager will be responsible for seeing that these practices are followed.

STORM WATER POLLUTION PREVENTION PLAN

MAINTENANCE/INSPECTION PROCEDURES:

Erosion and Sediment Control and Stabilization Measures Maintenance and Inspection Practices

- A. The following inspection and maintenance practices will be used to maintain erosion and sediment controls and stabilization measures to be performed by the Contractor.
 1. All control measures will be inspected at least every 14 days and within 24 hours following a 0.5 inch or greater rainfall event.
 2. All measures will be maintained in good working order; if repairs are found to be necessary, they will be initiated within 24 hours of report.
 3. Built-up sediment will be removed from sediment logs as required by manufacturer and to maintain grade.
 4. The sediment basin, if present, will be inspected for depth of sediment, and built-up sediment will be removed when it reaches 10 percent of the design capacity.
 5. Temporary and permanent seeding and all other stabilization measures will be inspected for bare spots, washouts, and healthy growth.
 6. A maintenance inspection report will be made after each inspection. Copies of the Inspection Report Forms to be completed by the inspector are included in this SWPPP under SECTION 4.
 7. The Contractor will be responsible for selecting and training the individuals who will be responsible for these inspections, maintenance, and repair activities, and filling out inspection and maintenance reports.
 8. Personnel selected for the inspection and maintenance responsibilities will receive training from the Contractor. Documentation of this personnel training will be kept in the Contractor's SWPPP Folder.
 9. Disturbed areas and materials storage areas will be inspected for evidence of or potential for pollutants entering storm water systems.
 10. Report to U.S. Environmental Protection Agency within 24 hours any noncompliance with the SWPPP that will endanger public health or the environment.

Inspection and Maintenance Report Forms

These Inspection Report Forms shall be readily accessible to governmental inspection officials and the Owner for review upon request. Copies of the reports shall be provided to any of these persons, upon request, via mail or facsimile transmission. Inspection and maintenance report forms are to be maintained by the permittee for five years following the final stabilization of the site.

Other Record-Keeping Requirements

The Contractor shall provide copies of the completed forms and any reports filed with regulatory agencies if reportable quantities of hazardous materials are spilled.

STORM WATER POLLUTION PREVENTION PLAN

SUMMARY OF EROSION AND SEDIMENT CONTROL AND STABILIZATION MEASURES MAINTENANCE/INSPECTION PROCEDURES

- ☐ All control measures will be inspected at least every 14 days and within 24 hours following a rainfall event of 0.5 inches or greater.
- ☐ All measures will be maintained in good working order; if a repair is necessary, it will be initiated within 24 hours of report.
- ☐ Built-up sediment will be removed from silt fences when it has reached one-third the height of the fence.
- ☐ Sediment fence will be inspected and maintained. Sediment fence shall be securely attached to the ground and installed per KCAPWA standards.
- ☐ Sediment basins, if present, will be inspected for depth of sediment, and built-up sediment will be removed when it reaches 10% of the design capacity or at the end of the job.
- ☐ Diversion dikes, if present, will be inspected and any breaches promptly repaired.
- ☐ Temporary and permanent seeding and planting and other stabilization measures will be inspected for bare spots, washouts, and healthy growth.
- ☐ A maintenance inspection report will be made after each inspection. A copy of the Inspection Report Forms to be used is included in this SWPPP under SECTION 4.
- ☐ The Contractor will select the individuals who will be responsible for inspections, maintenance, and repair activities, and filling out the inspection and maintenance reports.
- ☐ Personnel selected for inspection and maintenance responsibilities will receive training from the Contractor. They will be trained in all the inspection and maintenance practices necessary for keeping the erosion and sediment controls used onsite in good working order.
- ☐ Disturbed areas and materials storage areas will be inspected for evidence of or potential for pollutants entering storm water systems.
- ☐ Report to U.S. Environmental Protection Agency within 24 hours any noncompliance with the SWPPP that will endanger public health or the environment. Follow up with a written report within 5 days of the noncompliance event.

STORM WATER POLLUTION PREVENTION PLAN

CONSTRUCTION/IMPLEMENTATION C H E C K L I S T

1. Maintain Records of Construction Activities, including:
 - ☐ Dates when major grading activities occur.
 - ☐ Dates when construction activities temporarily cease on a portion of the site.
 - ☐ Dates when construction activities permanently cease on a portion of the site.
 - ☐ Dates when stabilization measures are initiated on the site.
 - ☐ Dates of rainfall and the amount of rainfall.
 - ☐ Dates and descriptions of the character and amount of any spills of hazardous materials.
 - ☐ Records of reports filed with regulatory agencies if reportable quantities of hazardous materials spilled.
2. Prepare Inspection Reports summarizing:
 - ☐ Name of inspector.
 - ☐ Qualifications of inspector.
 - ☐ Measures/areas inspected.
 - ☐ Observed conditions.
 - ☐ Changes necessary to the SWPPP.
3. Report Releases of Reportable Quantities of Oil or Hazardous Materials (if they occur):
 - ☐ Notify National Response Center (1-800-424-8802) immediately.
 - ☐ Notify the Missouri Department of Natural Resources.
 - ☐ Notify the City of Riverside.
 - ☐ Modify the pollution prevention plan to include:
 - the date of release.
 - circumstances leading to the release.
 - steps taken to prevent reoccurrence of the release.
4. Modify Pollution Prevention Plan as necessary to:
 - ☐ Comply with the minimum permit requirements when notified by U.S. Environmental Protection Agency or Missouri Department of Natural Resources that the plan does not comply.
 - ☐ Address a change in design, construction operation, or maintenance, which influences the potential for discharge of pollutants.
 - ☐ Prevent reoccurrence of reportable quantity releases of a hazardous material or oil.

STORM WATER POLLUTION PREVENTION PLAN

SPILL PREVENTION CONTROL AND COUNTERMEASURES PLAN (SPCC):

MATERIALS COVERED

The following materials or substances with known hazardous properties are expected to be present onsite during construction:

Concrete	Cleaning solvents
Petroleum based products	Concrete additives
Concrete color	Fertilizers

MATERIAL MANAGEMENT PRACTICES

The following are the material management practices that will be used to reduce the risk of spills or other accidental exposure of materials and substances to storm water runoff.

1. Good Housekeeping

The following good housekeeping practices will be followed onsite during the construction project.

- A. An effort will be made to store only enough products required to do the job.
- B. All materials stored onsite will be stored in a neat, orderly manner, and if possible, under a roof or other enclosure.
- C. Products will be kept in their original containers with the original manufacturer's label in legible condition.
- D. Substances will not be mixed with one another unless recommended by the manufacturer.
- E. Appropriately dispose of empty product containers.
- F. Manufacturer's recommendations for proper use and disposal will be followed.
- G. The Contractor will be responsible for daily inspections to ensure proper use and disposal of materials.
- H. If surplus product must be disposed of, manufacturers or local/state/federal recommended methods for proper disposal will be followed.
- I. If the manufacturer recommends rinsing container before disposal, rinse water used in container will be disposed of in a manner in compliance with state and federal regulations and will not be allowed to mix with storm water discharges.

STORM WATER POLLUTION PREVENTION PLAN

2. Spill Prevention Practices

In addition to good housekeeping, the following practices will be followed for spill prevention and cleanup.

- A. Manufacturer's recommended methods for spill cleanup will be clearly posted and site personnel will be trained regarding these procedures and the location of the information and cleanup supplies.
- B. Materials and equipment necessary for spill cleanup will be kept in the material storage area onsite in spill control and containment kit (containing, for example, absorbent such as kitty litter or sawdust, acid neutralizing powder, brooms, dust pans, mops, rags, gloves, goggles, plastic and metal trash containers, etc.).
- C. All spills will be cleaned up immediately after discovery.
- D. The spill area will be kept well ventilated, and personnel will wear appropriate protective clothing to prevent injury from contact with the hazardous substances.

CONTROL OF ALLOWABLE NON-STORMWATER DISCHARGES:

Certain types of discharges are allowable under the U.S. Environmental Protection Agency General Permit for Construction Activity, and it is the intent of this SWPPP to allow such discharges. These types of discharges will be allowed under the conditions that no pollutants will be allowed to come in contact with the water prior to or after its discharge. The control measures, which have been outlined previously in this SWPPP, will be strictly followed to ensure that no contamination of these non-storm water discharges takes place. The following allowable non-storm water discharges that may occur from the job site include:

- A. Discharges from firefighting activities.
- B. Fire hydrant flushing.
- C. Waters used to wash vehicles or control dust to minimize offsite sediment tracking.
- D. Potable water sources such as waterline flushing and irrigation drainage from watering vegetation.
- E. Pavement wash waters where spills or leaks of hazardous materials have not occurred, or detergents have not been used.
- F. Springs and other uncontaminated groundwater, including dewatering ground water infiltration.
- G. Foundation or footing drains where no contamination with process materials such as solvents is present.

SECTION 3

Inspection Report Form
Record of Stabilization and Major Activities Form
SWPPP Modification Report Form
Project Rainfall Log Form

STORM WATER POLLUTION PREVENTION PLAN

SOCCER ROAD & PARKING LOT

City of Riverside
2950 NW Vivion Rd
Riverside, MO 64150

INSPECTION REPORT FORM

Inspection Date: _____

Inspector: _____

Does Inspector have Required Training? Y N

Date & Amount of Last Rainfall: _____

Condition of:

Construction Entrances:	Acceptable	Not Acceptable	N/A
Drop Inlet Protection:	Acceptable	Not Acceptable	N/A
Curb Inlet Protection:	Acceptable	Not Acceptable	N/A
Culvert Inlet Protection:	Acceptable	Not Acceptable	N/A
Outlet Stabilization:	Acceptable	Not Acceptable	N/A
Diversions & Slope Drains:	Acceptable	Not Acceptable	N/A
Stream Crossings:	Acceptable	Not Acceptable	N/A
Slope Breaks:	Acceptable	Not Acceptable	N/A
Sediment Basins:	Acceptable	Not Acceptable	N/A
Sediment Traps:	Acceptable	Not Acceptable	N/A
Check Dams:	Acceptable	Not Acceptable	N/A
Erosion Control Blankets:	Acceptable	Not Acceptable	N/A
Temporary Seeding:	Acceptable	Not Acceptable	N/A
Permanent Seeding:	Acceptable	Not Acceptable	N/A
Surface Roughening:	Acceptable	Not Acceptable	N/A
Dust Control:	Acceptable	Not Acceptable	N/A

Maintenance Required for Deficiencies Identified:

To Be Completed By: _____

Within 7 Calendar Days, On or Before: _____, 202__

These reports shall be kept on file as part of the Storm Water Pollution Prevention Plan for at least three years from the date of completion and submission of the Final Stabilization Certification/Termination Checklist and Request for Termination of a General Permit. A copy of the SWPPP shall be always available during construction, on the construction site, or pre-approved off-site location.

STORM WATER POLLUTION PREVENTION PLAN

SOCCKER ROAD & PARKING LOT

**City of Riverside
2950 NW Vivion Rd
Riverside, MO 64150**

RECORD OF STABILIZATION AND MAJOR ACTIVITIES FORM

A record of dates when major grading activities occur, when construction activities temporarily or permanently cease on a portion of the site, and when stabilization measures are initiated shall be maintained until final site stabilization is achieved and the Request for Termination of a General Permit is filed.

MAJOR GRADING, CONSTRUCTION, OR STABILIZATION ACTIVITIES

Description of Activity: _____

Location: _____

Contractor: _____

Begin Date: _____ End Date: _____

Stabilization Method: _____ Application Date: _____

Description of Activity: _____

Location: _____

Contractor: _____

Begin Date: _____ End Date: _____

Stabilization Method: _____ Application Date: _____

Description of Activity: _____

Location: _____

Contractor: _____

Begin Date: _____ End Date: _____

Stabilization Method: _____ Application Date: _____

Description of Activity: _____

Location: _____

Contractor: _____

Begin Date: _____ End Date: _____

Stabilization Method: _____ Application Date: _____

Description of Activity: _____

Location: _____

Contractor: _____

Begin Date: _____ End Date: _____

Stabilization Method: _____ Application Date: _____

STORM WATER POLLUTION PREVENTION PLAN

SOCCER ROAD & PARKING LOT

**City of Riverside
2950 NW Vivion Rd
Riverside, MO 64150**

SWPPP MODIFICATION REPORT FORM

Date Submitted: _____

Submit To: City of Riverside

Address: 2950 NW Vivion Road
Riverside, MO 64150

Telephone: 816-741-3993

Email: nbennion@riversidemo.gov

Sent Via: ☐ Email ☐ Courier ☐ US Mail

Authorized Author: _____ Title: _____

Company: _____ Project Role: _____

Signature: _____ Date: _____

Modifications Required to the STORMWATER POLLUTION PREVENTION PLAN: _____

Reasons for Modifications: _____

City of Riverside
2950 NW Vivion Road
Riverside, MO 64150

PROJECT RAINFALL LOG FORM

[illegible]

SECTION 4

Final Stabilization Certification Checklist and Contractor's Certification

STORMWATER POLLUTION PREVENTION PLAN

SOCCER ROAD & PARKING LOT

**City of Riverside
2950 NW Vivion Road
Riverside, MO 64150**

**FINAL STABILIZATION CERTIFICATION CHECKLIST
AND CONTRACTOR'S CERTIFICATION**

- ☐ All soil disturbing activities are complete.
- ☐ Temporary Erosion and Sediment Control Measures have been removed or will be removed at the appropriate time.
- ☐ All areas of the Construction Site not otherwise covered by a permanent pavement or structure have been stabilized with a uniform perennial vegetative cover with a density of 75% or equivalent measures have been employed.

CONTRACTOR'S CERTIFICATION:

“I certify under penalty of law that all storm water discharges associated with industrial activity from the identified project that are authorized by NPDES General Permit have been eliminated and that all disturbed areas and soils at the construction site have achieved Final Stabilization and all temporary erosion and sediment control measures have been removed or will be removed at the appropriate time.”

Printed Name: _____

Signature: _____ Date: _____

Title: _____

Company Name: _____

SECTION 5

Attachments

Attach here all required record keeping documentation of the SWPPP

Riverside Public Works

Cost Summary By Task

Reporting Dates August 2023

Task	Activities	Labor Hours	Labor Cost	Eqp Cost	Mat Cost	Con Cost	Overhead	Total Cost
Animal Pickup/Cleanup Road Kill	1	2.00	\$37.77	\$50.00	\$0.00	\$0.00	\$0.00	\$87.77
Banner Installation or removal	2	3.00	\$58.44	\$150.00	\$0.00	\$0.00	\$0.00	\$208.44
Building Maintenance	12	48.00	\$925.95	\$1,270.00	\$600.00	\$0.00	\$0.00	\$2,795.95
Comp Time Leave	1	1.00	\$20.16	\$0.00	\$0.00	\$0.00	\$0.00	\$20.16
Director Duties	19	150.00	\$7,770.00	\$0.00	\$0.00	\$0.00	\$0.00	\$7,770.00
Equip Maint	9	53.00	\$989.04	\$2,225.00	\$0.00	\$0.00	\$0.00	\$3,214.04
Generator Maintenance	2	6.00	\$120.96	\$300.00	\$0.00	\$0.00	\$0.00	\$420.96
Graffiti removal	1	6.00	\$110.34	\$150.00	\$0.00	\$0.00	\$0.00	\$260.34
Grounds Maint.	1	6.00	\$115.98	\$150.00	\$0.00	\$0.00	\$0.00	\$265.98
HVAC in house maintenance	10	48.00	\$948.72	\$1,660.00	\$0.00	\$0.00	\$0.00	\$2,608.72
Irrigation check and fix	5	18.00	\$345.96	\$665.00	\$0.00	\$0.00	\$0.00	\$1,010.96
Mowing	171	587.00	\$10,994.99	\$51,540.50	\$0.00	\$0.00	\$0.00	\$62,535.49
Office Public Works	25	175.00	\$4,151.42	\$50.00	\$0.00	\$0.00	\$0.00	\$4,201.42
Parts Run	2	6.00	\$113.20	\$130.00	\$0.00	\$0.00	\$0.00	\$243.20
Pool Maintenance	14	24.00	\$472.72	\$750.00	\$0.00	\$0.00	\$0.00	\$1,222.72
Power Wash	1	6.00	\$110.34	\$150.00	\$0.00	\$0.00	\$0.00	\$260.34
Restroom check and cleanup	15	32.00	\$599.49	\$750.00	\$0.00	\$0.00	\$0.00	\$1,349.49
Safety Meetings / Training	1	14.00	\$341.24	\$0.00	\$0.00	\$0.00	\$0.00	\$341.24
Shop Maint	4	15.00	\$288.52	\$100.00	\$0.00	\$0.00	\$0.00	\$388.52
Sick	10	48.25	\$896.88	\$0.00	\$0.00	\$0.00	\$0.00	\$896.88
Stack salt	4	24.25	\$483.27	\$2,667.50	\$0.00	\$0.00	\$0.00	\$3,150.77
Stock Supplies for Custodians	3	10.00	\$190.40	\$300.00	\$0.00	\$0.00	\$0.00	\$490.40
Street Signs / Maint	1	1.00	\$19.27	\$50.00	\$130.18	\$0.00	\$0.00	\$199.45
Street Sweeping	2	14.00	\$282.24	\$1,694.00	\$0.00	\$0.00	\$0.00	\$1,976.24
Trail Maint	1	10.00	\$198.20	\$430.00	\$0.00	\$0.00	\$0.00	\$628.20
Transport employees or equipment	2	4.00	\$75.05	\$275.00	\$0.00	\$0.00	\$0.00	\$350.05
Trash Pick Up	16	54.00	\$1,012.69	\$1,270.00	\$0.00	\$0.00	\$0.00	\$2,282.69
Tree Trimming	5	18.00	\$348.86	\$525.00	\$0.00	\$0.00	\$0.00	\$873.86
Vacation	13	83.50	\$2,766.08	\$0.00	\$0.00	\$0.00	\$0.00	\$2,766.08
Water feature maint	17	41.00	\$806.36	\$1,275.00	\$0.00	\$0.00	\$0.00	\$2,081.36
Weed Spraying	4	28.00	\$528.78	\$570.00	\$0.00	\$0.00	\$0.00	\$1,098.78
Tasks:	31	374	1,536.00	\$69,147.00		\$0.00		\$106,000.50
			\$36,123.32		\$730.18		\$0.00	



ACTIVITY REPORT

August 2023



74

EMS INCIDENT
CALLS

3

FIRE
CALLS

7

ACCIDENT
CALLS

59

OTHER
CALLS

23%

OVERLAPPING
CALLS

6

MUTUAL AID
RECEIVED

0

MUTUAL AID
GIVEN

53

AMBULANCE
TRANSPORTS

4:93

AVG. RESPONSE
TIME (MIN)

1:35

AVG. TURNOUT
TIME (MIN)

223

TRAINING HOURS
COMPLETED

6

PUBLIC
RELATIONS

38

INSPECTIONS
COMPLETED

2023 Riverside Police Department Activity Report											
PATROL		Reported Part I Crimes	Reported Part II Crimes	Traffic Citations Issued	DUI Arrests	All Other Citations Issued	All Other Arrests Made	Calls For Service	Self Initiated Activities	Reports Written	Motor Vehicle Accidents
	January	21	46	189	4	13	49	328	703	215	18
	February	27	32	143	3	7	59	324	690	199	23
	March	22	41	244	5	6	64	377	778	246	18
	April	23	38	207	2	12	59	338	701	201	23
	May	13	56	248	6	12	61	338	888	182	19
	June	22	41	218	4	22	75	364	750	209	16
	July	30	64	247	4	21	70	417	993	248	24
	August	37	64	296	4	25	81	366	938	223	25
	September										
	October										
	November										
	December										
	Year Total	195	382	1,792	32	118	518	2,852	6,441	1,723	166
K-9		Searches Conducted		Searches with Positive Results			Mutual Aid	Self Initiated Activities	Calls for Service	Arrests Made	Training Hours
		Schools	Other	Drugs	People	Other					
	January	0	8	3	0	0	2	31	35	8	16
	February	0	3	1	0	0	0	35	33	2	2
	March	0	8	2	0	0	2	56	35	9	24
	April	0	7	3	0	0	3	39	30	4	36
	May	0	3	3	0	0	0	40	38	4	24
	June	0	4	1	0	0	2	41	38	5	24
	July	0	3	1	0	0	1	9	4	7	38
	August	0	7	3	0	2	1	66	46	9	30
	September										
	October										
	November										
	December										
	Year Total	0	43	17	0	2	11	317	259	48	194
CRIMINAL INVESTIGATION UNIT		Cases Received	Cases Assigned	Charges Filed		Cases Closed	Cases Submitted to Prosecutor	Charges Declined	Cases Exceptionally Cleared	Reports Written	
				State	Municipal						
	January	26	26	1	0	17	9	1	2	60	
	February	19	19	15	1	13	13	2	1	70	
	March	32	32	28	0	9	19	1	0	102	
	April	26	26	7	0	7	11	1	1	56	
	May	15	15	4	0	5	7	2	1	31	
	June	29	29	24	0	6	21	1	1	77	
	July	22	22	7	1	8	12	1	0	54	
	August	22	22	14	0	11	11	1	1	52	
	September										
	October										
	November										
	December										
	Year Total	191	191	100	2	76	103	10	7	502	
SCHOOL RESOURCE OFFICER		Arrests	Reports Written	Classes Taught	External Community Relations Activities	POP Activities					
	January	0	25	6	0	0					
	February	0	20	3	0	0					
	March	0	19	2	0	1					
	April	0	15	0	0	0					
	May	1	25	0	0	0					
	June	NA	NA	NA	NA	NA					
	July	NA	NA	NA	NA	NA					
	August	0	17	1	0	0					
	September										
	October										
	November										
	December										
	Year Total	1	121	12	0	1					
Communications Unit		Admin Telephone Calls Answered	911 Telephone Calls Answered	Warrants Validated	CRNs Issued	Criminal History Checks (REJIS, Mules)	Reports Processed	Missing Property Validations			
								Autos	Others		
	January	1,875	451	221	106	68,191	52	2	0		
	February	1,986	450	175	92	60,243	61	1	1		
	March	2,017	485	185	94	85,747	68	5	0		
	April	2,101	547	86	104	64,012	66	3	14		
	May	2,192	563	104	99	65,564	65	4	1		
	June	2,398	652	876	99	104,839	71	1	3		
	July	2,391	614	258	119	100,706	61	0	1		
	August	2,047	459	313	128	92,796	69	1	2		
	September										
	October										
	November										
	December										
	Year Total	17007	4221	2218	841	642098	513	17	22		



ACTIVITY REPORT: August 2023



366

COMMUNITY-GENERATED
CALLS FOR SERVICE

938

SELF-INITIATED CALLS
FOR SERVICE

459

911 CALLS TAKEN



25

CRIMINAL CITATIONS
ISSUED

223

REPORTS TAKEN

81

ARRESTS MADE



25

MOTOR VEHICLE
CRASHES

296

TRAFFIC CITATIONS
ISSUED

4

DRIVING WHILE
INTOXICATED



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

MEMO DATE: September 15, 2023
AGENDA DATE: September 19, 2023
TO: Mayor and Board of Aldermen
FROM: Mike Duffy
RE: Community Development Department Activity August 2023

CODES: Violations Observed: 31
Violations Resolved: 28
Notices Sent: 6
Signs Removed: 26
Citations Issued: 0

PERMITS: Building Residential- 2
Building Commercial-3
Electrical-2
Right-of-Way-3
Mechanical-3
Plumbing-1
Sign- 2
Total-16

Animal Control: Animal Complaints: 12
Self Initiated Calls: 10
Animals Returned to Owner: 3
Impounded Domestic Animals: 2
Impounded Wild Animals: 0
Verbal Warnings: 2
Citations Issued: 0