

# CITY COUNCIL AGENDA

**Monday, June 4, 2018**  
**City Council Meeting 6:00 PM**



## NOTICE OF OPEN MEETING

Public Notice is hereby given that the City Council of the City of Excelsior Springs will conduct a **Council Meeting at 6:00 PM, June 4, 2018** in the Court Room, 201 East Broadway, Excelsior Springs, Missouri, to consider and act upon the matters on the following agenda and such other matters as may be presented at the meeting and determined to be appropriate for discussion at the time.

The tentative agenda of this meeting is as follows.

City Council  
City of Excelsior Springs

### AGENDA

City Council Meeting, 6:00 PM  
Monday, June 4, 2018

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Call to Order

Opening

Pledge of Allegiance

Roll Call

Visitors

Minutes of the Regular City Council Meeting of May 21, 2018

Minutes of the Special City Council Meeting of May 29, 2018

## Consideration of Agenda

1. Swear In of Fire Department Personnel
2. Consideration of Liquor License Renewals, Change of Licensee Ownership and Additional License
3. Consideration of Board Appointments to Parks & Recreation - Resolution No. 1123
4. Consideration of 2018 Overlay Project- Amino Brothers Company Inc. - Ordinance No. 18-06-01
5. Appropriations - Ordinance No. 18-06-02
6. Remarks - City Manager
7. Remarks - City Council
8. Remarks - Mayor
9. Adjourn

Representatives of the news media may obtain copies of this notice by contacting the City Manager's office, 201 East Broadway. Phone (816) 630-0752.

If any accommodations are required in order to attend this meeting (i.e. qualified interpreter, large print, reader, hearing assistance), please notify the City Manager's office no later than 48 hours prior to the beginning of the meeting.

**Date and Time of Posting: Thursday, May 31, 2018 at 4:00pm**

REGULAR COUNCIL MEETING  
CITY OF EXCELSIOR SPRINGS  
EXCELSIOR SPRINGS, MISSOURI  
May 21, 2018

The City Council of the City of Excelsior Springs, Missouri met in a Regular City Council Meeting at 6:00 pm on Monday, May 21, 2018 in the Council Chambers of the Hall of Waters Building. The meeting was called to order by Mayor Eales.

The opening prayer was conducted by Parks and Recreation Commission Chairman Reggie St. John.

The Pledge of Allegiance was led by Mayor Eales.

Roll Call of Members:     Present: Mayor Brad Eales, Mayor Pro-Tem Sharon Powell, Councilman Ambrose Buckman, Councilwoman Sonya Morgan, and Councilwoman Brent McElwee.

Absent: None.

VISITORS:     None.

MINUTES OF THE REGULAR CITY COUNCIL MEETING MAY 7, 2018:

Councilman Buckman made a motion to approve the minutes of the regular City Council Meeting of May 7, 2018. Motion was seconded by Councilwoman Morgan.

Roll Call of Votes:   Ayes:   Buckman, Morgan, Powell, Eales

                                  Abstain:   McElwee

                                  Nays:   None, motion carried.

Minutes of the Regular City Council Meeting of May 7, 2018 passed and approved May 21, 2018.

CONSIDERATION OF AGENDA:

Councilwoman Morgan made a motion to approve the agenda as presented. Motion was seconded by Mayor Pro-Tem Powell.

Roll Call of Votes:   Ayes:   Morgan, McElwee, Buckman, Powell, Eales

                                  Nays:   None, motion carried.

The agenda as presented passed and approved May 21, 2018.

PRESENTATION – COMMUNITY CENTER, PHASE II:

Brittanie Propes, Community Center Facility Supervisor gave the presentation for Phase II, including PowerPoint.

PRESENTATION – EXCELSIOR SPRINGS PARKS AND RECREATION ANNUAL REPORT:

Nate Williams, Parks and Recreation Director presented the Annual Report, PowerPoint included.

ORDINANCE NO. 18-05-13, CONSIDERATION OF SPECIAL USE PERMIT FOR 522 S. KANSAS CITY AVENUE:

Mayor Eales read by title Ordinance No. 18-05-13.

Doug Hermes, Planning and Zoning Consultant, briefed the Council of the Ordinance.

Councilman Buckman made a motion to place Ordinance No. 18-05-13 renewing a Special Use Permit for a Retail Business (Commercial Automobile and Motorcycle Sales and Maintenance) on second reading. Motion was seconded by Councilman McElwee.

Roll Call of Votes: Ayes: McElwee, Morgan, Buckman, Powell, Eales

Nays: None, motion carried.

Councilman Buckman made a motion to approve Ordinance No. 18-05-13 renewing a Special Use Permit for a Retail Business (Commercial Automobile and Motorcycle Sales and Maintenance). Motion was seconded by Councilman McElwee.

Roll Call of Votes: Ayes: Buckman, Morgan, McElwee, Powell, Eales

Nays: None, motion carried.

Ordinance No. 18-05-13 passed and approved May 21, 2018.

ORDINANCE NO. 18-05-14, CONSIDERATION OF CLUBHOUSE KITCHEN EQUIPMENT:

Mayor Eales read by title Ordinance No. 18-05-14.

Molly McGovern, City Manager, briefed the Council of the Ordinance.

Councilman McElwee made a motion to place Ordinance No. 18-05-14 approving an expenditure from the Capital Improvements Fund in an amount not to exceed \$104,831.67 for the purchase and installation of Kitchen Equipment for the Golf Course Clubhouse on second reading. Motion was seconded by Councilwoman Morgan.

Roll Call of Votes: Ayes: McElwee, Buckman, Morgan, Powell, Eales

Nays: None, motion carried.

Councilwoman Morgan made a motion to approve Ordinance No. 18-05-14 approving an expenditure from the Capital Improvements Fund in an amount not to exceed \$104,831.67 for the purchase and installation of Kitchen Equipment for the Golf Course Clubhouse. Motion was seconded by Mayor Pro-Tem Powell.

Roll Call of Votes: Ayes: Morgan, Buckman, McElwee, Powell, Eales

Nays: None, motion carried.

Ordinance No. 18-05-14 passed and approved May 21, 2018.

ORDINANCE NO. 18-05-15, APPROPRIATIONS:

Mayor Eales read by title Ordinance No. 18-05-15.

Mayor Pro-Tem Powell made a motion to place Ordinance No. 18-05-15 approving Appropriations in the amount of \$857,163.80 on second reading. Motion was seconded by Councilman Buckman.

Roll Call of Votes: Ayes: Buckman, McElwee, Morgan, Powell, Eales

Nays: None, motion carried.

Councilwoman Morgan made a motion to approve Ordinance No. 18-05-15 approving Appropriations in the amount of \$857,163.80. Motion was seconded by Mayor Pro-Tem Powell.

Roll Call of Votes: Ayes: Buckman, McElwee, Morgan, Powell, Eales

Nays: None, motion carried.

Ordinance No. 18-05-15 passed and approved May 21, 2018.

REMARKS – CITY MANAGER AND CITY COUNCIL:

City Manager, Molly McGovern:

1. We received a thank you letter from the Good Samaritan Center for participating in the Golf Tournament. I understand they had a good tournament and fun was had by all.

Councilwoman Morgan:

1. I understand you received official notification from the SHPO's office that the Boarding House District is going to be nominated for National Registry.

Mayor Pro-Tem Powell:

1. Nothing this evening.

Councilman Buckman:

1. Graduation was crowded.

Councilman McElwee:

1. Nothing.

Mayor Eales:

1. Congratulations to all the graduating Seniors this year, and good luck in the future! I heard it was warm.

With no further business at hand, Mayor Pro-Tem Powell motioned to close the Regular City Council Meeting and go into CLOSED SESSION Immediately Following Pursuant to Section 610.021 RSMo. (1) Legal, (2) Real Estate, and (3) Personnel. Councilman McElwee seconded.

Roll Call of Votes: Ayes: McElwee, Buckman, Morgan, Powell, Eales

Nays: None, motion carried.

The Regular City Council Meeting of May 21, 2018 adjourned at 6:31 pm.

ATTEST:

\_\_\_\_\_  
SHARON POWELL, MAYOR PRO-TEM

\_\_\_\_\_  
KATHY TWITCHELL, DEPUTY CITY CLERK

SPECIAL COUNCIL MEETING  
CITY OF EXCELSIOR SPRINGS  
EXCELSIOR SPRINGS, MISSOURI  
May 29, 2018

The City Council of the City of Excelsior Springs, Missouri met in a Special City Council Meeting at 7:30 am on Tuesday, May 29, 2018 in the Council Chambers of the Hall of Waters Building. The meeting was called to order by Mayor Eales.

Roll Call of Members:     Present: Mayor Brad Eales, Mayor Pro-Tem Sharon Powell, and Councilwoman Sonya Morgan.

Absent: Councilman Ambrose Buckman and Councilman Brent McElwee.

VISITORS:     None.

ORDINANCE NO. 18-05-16, CONSIDERATION OF APPROVAL OF AN ORDINANCE FOR THE COUNTIES OF CLAY & RAY, FOR THE PURPOSE OF PLACING ON THE BALLOT FOR CONSIDERATION BY VOTE OF THE CITY AT THE ELECTION OF AUGUST 7, 2018, THE IMPOSITION OF A THIRTY CENT TAX FOR HOSPITAL, PUBLIC HEALTH, AND MUSEUM PURPOSES:

Mayor Eales read by title Ordinance No. 18-05-16.

Councilwoman Morgan made a motion to place Ordinance No. 18-05-16, authorizing the City Council of Excelsior Springs, State of Missouri, Counties of Clay and Ray, for the purpose of placing on the ballot for consideration by vote of the qualified voters of the City at the election of August 7, 2018, the imposition of a thirty cent tax for Hospital, Public Health, and Museum purposes on second reading. Motion was seconded by Mayor Pro-Tem Powell.

Roll Call of Votes:   Ayes:   Morgan, Powell, Eales

                                  Nays:   None, motion carried.

Mayor Eales read by title the second reading of Ordinance No. 18-05-16.

Mayor Pro-Tem Powell made a motion to approve Ordinance No. 18-05-16, authorizing the City Council of Excelsior Springs, State of Missouri, Counties of Clay and Ray, for the purpose of placing on the ballot for consideration by vote of the qualified voters of the City at the election of August 7, 2018, the imposition of a thirty cent tax for Hospital, Public Health, and Museum purposes. Motion was seconded by Councilwoman Morgan.

Roll Call of Votes:   Ayes:   Morgan, Powell, Eales

                                  Nays:   None, motion carried.

Ordinance No. 18-05-16 passed and approved May 29, 2018.

COMMENTS:

City Manager, Molly McGovern:

1. Shannon is having surgery today.
2. Next up is planning an election.

Councilwoman Morgan:

1. Nothing.

Mayor Pro-Tem Powell:

1. Nothing.

Councilman Buckman:

1. Absent.

Councilman McElwee:

1. Absent.

Mayor Eales:

1. Nothing.

With no further business at hand, the Special City Council Meeting of May 29, 2018 adjourned at 7:34 am.

ATTEST:

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SHARON POWELL, MAYOR PRO-TEM

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KATHY TWITCHELL, DEPUTY CITY CLERK



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**Police**  
**Council Meeting 6/4/2018**

To: Mayor and City Council  
From: Clinton D. Reno, Chief of Police  
Date: 5/23/2018  
RE: Consideration of Liquor License Renewals, Change of Licensee Ownership and Additional License

The City has received thirty-three (33) applications for liquor license renewals which will take effect July 1, 2018.

All applications will be reviewed by the Finance Department for outstanding taxes, assessments, licenses and other charges which may apply. All establishments have met these requirements or will have met them prior to the issuance of a City liquor license.

A list of licensees and revenue schedule is attached.

Section 600.030 of the Code of Ordinances limits the number of liquor licenses that the City may issue. This number is based on the population and does provide for certain exemptions. There are a total of eight (8) Liquor by the Drink licenses allowable. We currently have issued and active a total of nineteen (19) licenses in this category, thirteen (13) of which are exempt, which leaves a total of two (2) licenses available. There are a total of nine (9) Package Liquor licenses allowable. We currently have issued and active a total of fourteen (14) licenses in this category, twelve (12) of which are exempt which leaves a total of seven (7) licenses available.

The only establishment that received a liquor license last year and did not renew this year is The Gin Mill.

Harbans Fuel LLC d/b/a Quick Shop II has submitted an application for a Package Liquor license and Sundays Sales license. Harbans Fuel plans to take possession of Quick Shop II on July 1, 2018. Sandeep Singh will be the managing officer of the licenses. A police computer check reveal nothing that would preclude the issuance of a liquor license to Ms. Singh. Approval of the liquor licenses should be conditional upon the issuance of the State of Missouri licenses..

Prakashkumar (Pete) Patel, Managing Officer and Owner of Om Shakti Om, Inc. d/b/a Quick Corner, 1099 Italian Way is requesting that his 2018-2019 liquor license include a license for "tasting." Approval of the tasting license would be conditional upon the issuance of a tasting license by the State of Missouri.

Respectfully submitted,

Clinton D. Reno, Chief of Police

**ATTACHMENTS:**

Description	Type	Upload Date
2018-2019 Liquor License Renewal List	Backup Material	5/25/2018
Renewal Motion Sheet	Backup Material	5/25/2018
Motion Sheet for Quick Shop - Change of Ownership	Backup Material	5/25/2018
Motion Sheet for Quick Corner - Addition of Tasting License	Backup Material	5/25/2018

## **2018-2019 Liquor License Renewal Attachment**

<b><u>ESTABLISHMENT</u></b>	<b><u>TYPE OF LICENSE</u></b>
Aldi, Inc.	Package Liquor Sunday Sales
Applebee's Neighborhood Grill & Bar	Liquor by the Drink Sunday Sales
Atlas Saloon & Brewery	Liquor by the Drink Microbrewery
Bee Line Snack Shop	5% Beer – Package – 7 day license
B.P.O. Elks Lodge #1001	Liquor by the Drink Sunday Sales
Broadway Bar & Grill, LLC	Liquor by the Drink
Casey's General Store #2495	Package Liquor Sunday Sales
Clay Ray Vets/The American Legion Post 236	Liquor by the Drink Sunday Sales
D.I.C.K.'s	Package Liquor Sunday Sales
Dollar General Store #1207	Package Liquor
Dubious Claims Brewing, LLC	Liquor by the Drink Sunday Sales Microbrewery
El Maguey Restaurant	Liquor by the Drink Sunday Sales
Express Stop	Package Liquor Sunday Sales
Four Horses and a Dog	Domestic Winery Retail by the Drink
Herradura Mexican Restaurant	Liquor by the Drink
Hunan Restaurant	5% Beer/Wine by Drink
Inn on Crescent Lake	5% Beer/Wine by Drink

John's Super	Package Liquor Sunday Sales
19th Hole Snack Bar	Liquor by the Drink Sunday Sales
Paradise Playhouse Banquet Hall	5% Beer/Wine by Drink
Pour Boy Oil Company	Package Liquor Sunday Sales
Price Chopper	Package Liquor Sunday Sales "Tasting" Liquor License
Quick Corner #3	Package Liquor Sunday Sales
Quick Stop II	Package Liquor Sunday Sales
The Elms Hotel F&B, LLC	Liquor by the Drink Sunday Sales
The Garage	Liquor by the Drink Sunday Sales
Tiger Bowl	5% Beer by Drink - 7 day license
Ventana Gourmet Grill	Liquor by the Drink
Wabash BBQ	Liquor by the Drink Sunday Sales
Wal-Mart SuperCenter #195	Package Liquor Sunday Sales
Walgreens #11375	Package Liquor Sunday Sales
Willow Spring Mercantile	Missouri Wine by Drink
Y Liquor	Package Liquor Sunday Sales "Tasting" Liquor License

Projected revenues to be realized: \$ 15,337.50

Revenue is based on the following schedule:

5.0% Beer (includes wine coolers) – by Drink or Package	\$ 75.00
(This is a seven (7) day license, no additional fee for Sunday sales)	
5% Beer/Wine – by Drink or Package	\$ 75.00
(If sold in original package or consumption on Sunday add'l license required)	
Package Liquor	\$150.00
Liquor by the Drink	\$450.00
Missouri Wine by Drink (7 day license)	\$450.00
Sunday Sales in restaurants/bars that qualify	\$300.00
Consumption Only (set-ups)	\$100.00
Sunday Sales – Package Liquor	\$300.00
“Tasting” Liquor License	\$ 37.50

**AGENDA ITEM NO.** \_\_\_\_\_

**MOTION:**     A motion to approve the applications for renewal of liquor licenses for 33 establishments, as per submitted sheet.

**MOTION BY:**     \_\_\_\_\_

**SECOND:**     \_\_\_\_\_

Aye \_\_\_\_\_     Nay \_\_\_\_\_

Councilman McElwee:     \_\_\_\_\_

Councilwoman Morgan:     \_\_\_\_\_

Councilman Buckman:     \_\_\_\_\_

Mayor Pro-tem Powell:     \_\_\_\_\_

Mayor Eales:     \_\_\_\_\_

**AGENDA ITEM NO.** \_\_\_\_\_

**MOTION:** A motion to approve a request by Sandeep Singh, for a Package Liquor License and Sunday Sales license for Harbans Fuel LLC (dba: Quick Shop II) located at 1900 Jesse James Road, Excelsior Springs, Missouri.

**MOTION BY:** \_\_\_\_\_

**SECOND:** \_\_\_\_\_

Aye \_\_\_\_\_ Nay \_\_\_\_\_

Councilwoman Morgan: \_\_\_\_\_

Councilman Buckman: \_\_\_\_\_

Councilman McElwee: \_\_\_\_\_

Mayor Pro tem Powell: \_\_\_\_\_

Mayor Eales: \_\_\_\_\_

**AGENDA ITEM NO.** \_\_\_\_\_

**MOTION:** A motion to approve a request by Prakashkumar (Pete) Patel for a Tasting license for Quick Corner, located at 1099 Italian Way, Excelsior Springs, Missouri.

**MOTION BY:** \_\_\_\_\_

**SECOND:** \_\_\_\_\_

Aye \_\_\_\_\_ Nay \_\_\_\_\_

Councilman McElwee: \_\_\_\_\_

Councilwoman Morgan: \_\_\_\_\_

Councilman Buckman: \_\_\_\_\_

Mayor Pro tem Powell: \_\_\_\_\_

Mayor Eales: \_\_\_\_\_



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**City Manager**  
**Council Meeting 6/4/2018**

To: Mayor and City Council  
From: Molly McGovern, City Manager  
Date: 5/31/2018  
RE: Consideration of Board Appointments to Parks & Recreation - Resolution No. 1123

Regarding the appointment of Board and Commission members, Mayor Pro-Tem Powell plans to make the following Appointments by Resolution at the Regular City Council Meeting on Monday, June 4, 2018 at six o'clock in the Council Chambers. Appointments are subject to Council approval:

NAME: Mr. Jacob Simmons  
BOARD: Parks & Recreation Board  
HISTORY: Member re-appointed until 5/31/21

NAME: Mr. Don Ledford  
BOARD: Parks & Recreation Board  
HISTORY: Member re-appointed until 5/31/21

NAME: Mr. Zachary Wilkins  
BOARD: Parks & Recreation Board  
HISTORY: Member appointed until 5/31/2021 to replace Lynette Manley

A motion and vote is necessary to approve the appointments.

Respectfully submitted,

Molly McGovern, City Manager

**ATTACHMENTS:**

Description	Type	Upload Date
Resolution	Resolution Letter	6/1/2018

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

WHEREAS, on June 4, 2018, the City Council of the City of Excelsior Springs, Missouri (the "City") re-appoints Jacob Simmons and Don Ledford to the Parks and Recreation Board, and appoints Zachary Wilkins to the Parks and Recreation Board.

**BE IT RESOLVED**, that after June 4, 2018, the Mayor Pro-Tem and members of the Excelsior Springs City Council will observe the re-appointments of Jacob Simmons and Don Ledford to the Parks and Recreation Board, and the appointment of Zachary Wilkins to the Parks and Recreation Board.

THIS RESOLUTION PASSED AND APPROVED THIS \_\_\_\_ DAY OF \_\_\_\_\_, 2018.

APPROVED:

\_\_\_\_\_  
Sharon Powell, Mayor Pro-Tem

ATTEST:

\_\_\_\_\_  
Kathy Twitchell, Deputy City Clerk

REVIEWED BY:

\_\_\_\_\_  
Molly McGovern, City Manager



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**Public Works**  
**Council Meeting 6/4/2018**

To: Mayor and City Council  
From: Chad Birdsong, Director of Public Works  
Date: 5/30/2018  
RE: Consideration of 2018 Overlay Project- Amino Brothers Company Inc. - Ordinance No. 18-06-01

The City has received bids for the 2018 overlay project. A total of four bids were received and the bid tab is included. Amino Brothers Company Inc. was the low bidder at \$525,166.65. The City has done work with Amino Brothers before and they are very qualified for doing this type of work. At this time, we have reviewed the bids and recommend accepting the bid from Amino Brothers in the amount of \$525,166.65 as specified in the contract bid instructions. Please see the attached engineer's letter of recommendation from Larkin. A tentative list of streets include KC Avenue, a portion of South Street, Meadowlark, Rose, and Thompson and 10 Highway intersection.

The Transportation Trust Authority met on February 12, 2018, discussed and approved the funding for this project with a not to exceed amount of \$600,000.00 for design and construction.

The engineering and design was already approved in the amount of \$64,000.00 back in February.

An ordinance has been prepared for your consideration and approval for the contract with Amino Brothers Company Inc. for this project. If you have any questions, please don't hesitate to call me at 630-0755.

Sincerely,

Chad Birdsong, Director of Public Works

**ATTACHMENTS:**

Description	Type	Upload Date
Ordinance	Ordinance	5/31/2018
Exhibit A - Amino Bro. Contract	Exhibit	5/31/2018
Larkin letter and contract	Cover Memo	5/30/2018

**ORDINANCE NO. \_\_\_\_\_**

**AN ORDINANCE AUTHORIZING THE CITY OF EXCELSIOR SPRINGS, MISSOURI  
TO ENTER INTO AN AGREEMENT WITH AMINO BROS. CO., INC. FOR  
CONSTRUCTION SERVICES FOR 2018 OVERLAY PROJECT**

WHEREAS, the City of Excelsior Springs, Missouri ("City") has determined that the expenditure of funds from the Transportation Trust Fund for construction services for the 2018 Overlay Project are necessary for the benefit of the public; and

WHEREAS, the City has solicited and received competitive bids for provision of construction services for the 2018 Overlay Project (the "Services"), and Amino Bros. Co., Inc. ("Contractor") was selected as the lowest and best bid for provision of the Services; and

WHEREAS, the City and Contractor have reached an agreement concerning the provision of and payment for such Services.

NOW, THEREFORE, be it ordained by the City Council of the City of Excelsior Springs, Missouri, as follows:

**Section 1.** The City of Excelsior Springs shall enter into an agreement whereby Contractor shall provide the Services to the City at the rates set forth in the Agreement attached hereto as Exhibit A (the "Agreement") in an amount not to exceed \$525,166.65 from the Transportation Trust Fund.

**Section 2.** The execution and delivery of the Agreement, in substantially the form attached hereto as Exhibit A, and the payment of funds to Contractor as provided in the Agreement is approved, and the City Manager is authorized to execute the Agreement and to take such other actions reasonably necessary to carry out the intent of this Ordinance on behalf of the City, the execution of the Agreement being conclusive evidence of such approval.

**Section 3.** The City Manager, the City Clerk 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 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 4.** This Ordinance shall be in full force and effect from and after its passage and approval.

**INTRODUCED IN WRITING**, read by title two times, passed and approved on the \_\_\_\_ day of \_\_\_\_\_, 2018.

ATTEST:

\_\_\_\_\_  
Kathy Twitchell, Deputy City Clerk

\_\_\_\_\_  
Sharon Powell, Mayor Pro-Tem

REVIEWED BY:

\_\_\_\_\_  
Molly McGovern, City Manager

**AGREEMENT BETWEEN  
CITY OF EXCELSIOR SPRINGS AND**

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**FOR  
2018 STREETScape PROJECT**

**CONTRACTOR:** \_\_\_\_\_

**ORDINANCE NO.:** \_\_\_\_\_

**CONTRACT PRICE:** \$ \_\_\_\_\_

**AGREEMENT BETWEEN CITY OF EXCELSIOR SPRINGS AND CONTRACTOR**

**2018 STREETScape PROJECT**

THIS AGREEMENT, made and entered into as of the \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_\_, by and between the City of Excelsior Springs, Missouri ("City"), and \_\_\_\_\_ (Contractor) shall govern all Work to be provided by Contractor for City on the Project.

WHEREAS, City, under the provisions of Ordinance No. \_\_\_\_\_, duly approved 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 Manager ("Manager") is authorized to perform Manager's functions set forth in this Agreement; and

WHEREAS, Manager may designate one or more engineers, architects, or other persons to assist Manager in performing Manager'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, City and Contractor AGREE as follows:

**ARTICLE I  
THE PROJECT AND THE WORK**

- A. Contractor shall provide and pay for all Work for the Project.
- B. "Project," as used in this Agreement and the other Contract Documents, means the building, facility, and/or other improvements for which Contractor is to provide Work under this Agreement. It may also include construction by City or others.
- C. "Work," as used in this Agreement and the other Contract Documents, means all labor, services, materials, supplies, tools, equipment, supervision, management, and anything

else necessary to accomplish the results and objectives described in Exhibit A (Scope of Work) and Exhibit B (Specifications and Drawings) 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 Article VI of 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.

- D. 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.

## **ARTICLE II 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 \_\_\_\_\_ and 00/100 Dollars (\$\_\_\_\_\_). 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. Payment at the respective unit prices set forth in Exhibit E 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 unit prices set forth in Exhibit E. 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 unit prices set forth in Exhibit E. All Work not specifically set forth in Exhibit E 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 prices set forth in Exhibit E.
- C. City represents that it is exempt from Missouri state sales and use taxes on material and equipment to be incorporated into the Work. City shall provide Contractor a Project Exemption Certificate that complies with Missouri law.

**ARTICLE III**  
**PROGRESS OF WORK /SUBMITTALS**

- A. 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. Contractor shall achieve substantial completion (as defined in Article V, Paragraph F of this Agreement) of all the Work not later than October 1, 2018 as indicated in the Notice to Proceed for commencement of performance of the Work. If Contractor fails to achieve substantial completion of all the Work by October 1, 2018, Contractor shall pay City \$600.00, as liquidated damages and not as a penalty, for each day after October 1, 2018, until substantial completion of all the Work is achieved. Contractor shall achieve final completion of all the Work not later than October 15, 2018 as indicated in the Notice to Proceed, for commencement of performance of the Work. If Contractor fails to achieve final completion of all the Work by October 15, Contractor shall pay City \$600.00, as liquidated damages and not as a penalty, for each day after the October 15, 2018 until final completion of all the Work is achieved.
- C. Recovery of liquidated damages is not the City's exclusive remedy for Contractor's failure to achieve substantial or final completion in accordance with this Agreement. Specifically, but without limitation, City may exercise its rights under Paragraph F below, Article V Paragraph I of this Agreement, and Article XIII of this Agreement under all circumstances described in Paragraph F, Article V Paragraph I, and Article XIII, including but not limited to Contractor's failure to achieve substantial or final completion in accordance with Paragraph B above.
- D. 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 D does not preclude Contractor from working Saturdays, Sundays, holidays, or days of inclement weather. Contractor shall give City at least 48 hours' notice if intending to work on Saturday, Sunday, holidays or days of impending inclement weather.
- E. 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 V of this Agreement, Contractor shall submit an updated, current schedule. Neither the original schedule nor any update shall exceed time limits current under the Contract Documents.

- F. If 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, City may, in City's sole discretion and in addition to any other right or remedy City may have, require Contractor, at Contractor's sole cost, to accelerate Contractor's progress. Such acceleration shall continue until the progress of the Work complies with the Contract Documents and clearly indicates that all Work will be completed within the prescribed time.
- G. Contractor shall submit to City for review and approval 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. 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. Review and approval 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. 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 and approval by City any shop drawings, samples, product data, manufacturers' literature, or similar submittals as may reasonably be requested by City. Contractor shall perform all Work strictly in accordance with approved submittals. City's approval does not relieve Contractor from responsibility for defective work resulting from errors or omissions of any kind on the approved submittals.
- H. As used in Paragraph B above, and elsewhere throughout the Contract Documents, "day" means calendar day, unless it is specifically and expressly defined otherwise.

#### **ARTICLE IV 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, form the entire agreement between City and Contractor, and are the Contract Documents:
  - 1. This AGREEMENT BETWEEN CITY OF EXCELSIOR SPRINGS AND CONTRACTOR.
  - 2. SCOPE OF WORK (Exhibit A to this Agreement).
  - 3. The SPECIFICATIONS and DRAWINGS referred to in Exhibit B to this Agreement.
  - 4. PERFORMANCE BOND (Exhibit C to this Agreement).
  - 5. PAYMENT BOND (Exhibit D to this Agreement).
  - 6. BID FORM (Exhibit E to this Agreement).
- B. Contractor represents that it has examined and become familiar with the Contract Documents in their entirety, that 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 V PAYMENTS**

- A. Before submitting its first 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, in form acceptable to City, to the City representative designated in Article XII. In addition to the amount of payment requested in the application for payment, each application 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 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. Contractor shall include with each application all supporting documentation that City may require. City shall pay Contractor within 30 days of delivery of Contractor's application and all supporting documentation to City's designated representative, provided all Work and documentation are acceptable to City. Within 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 Manager. Manager shall review each application for payment and certify for payment such amounts as Manager determines are due Contractor. From the total amount certified, Manager shall withhold five percent as retainage until Substantial Completion of all the Work, as defined in Paragraph F below. The Finance Director, upon presentation of such certificate, shall prepare a check for the sum certified to be due (exclusive of retainage), payable out of the funds available for Contractor under Ordinance No.
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- D. Neither Manager's 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.
- E. With each application, 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, before 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 payment application 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.
- F. Contractor's retainage shall not be released until Contractor notifies City's designated representative in writing, and Manager certifies, that all the Work is substantially complete. The Work shall not be deemed substantially complete until all specific requirements stated in the Contract Documents for achievement of substantial completion of all the Work have been satisfied and Manager determines that all the Work is sufficiently complete in accordance with the Contract Documents so that City can occupy and utilize all the Work for its intended use. Retainage shall be paid to Contractor within 30 days of Manager's certification that all the Work is substantially complete. If there are minor items remaining to be completed after substantial completion, an amount equal to 150% of the value of each item, as determined by Manager, shall be withheld until such items are completed.
- G. Contractor shall not be entitled to final payment for the Work until Contractor submits an application for final payment, all requirements of the Contract Documents are complied with, and Manager issues his or her certificate to that effect. City, within 30 days after the delivery of Manager's certificate, shall pay Contractor all remaining funds that 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 application for final payment as claimed by Contractor. All claims not identified in the application for final payment are waived.
- 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 not remedied
  - 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. Uncured damage by Contractor or subcontractors or suppliers to property of City or others,
  6. Contractor's uncured breach of this Agreement or other Contract Documents, or
  7. Contractor's failure to provide requested documentation.
- J. 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. This provision shall not confer any right upon any subcontractor or supplier to seek payment directly from City.

#### **ARTICLE VI CHANGES/CLAIMS**

- A. Manager, 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 from Manager. No oral direction or order, and no written order from anyone other than Manager, 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 Manager, 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 involved is covered by unit prices set forth in Exhibit E, 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 Exhibit E, by a lump sum as to which Contractor and City mutually agree prior to the commencement of performance of the change; or
  3. If the Work involved is not covered by unit prices set forth in Exhibit E and agreement to a lump sum is not reached, the change shall be performed on the basis of reasonable expenditures and savings of those performing the Work attributable to the change, including, in case of a net increase in the cost of Contractor's performance, a reasonable allowance on the net increase for overhead and profit, subject to the following:

Contractor shall keep and present, in such form as City may prescribe, an itemized accounting of expenditures and savings together with appropriate supporting data. Unless otherwise provided in the Contract Documents, costs shall be limited to the following: costs of labor, including social security, old age and unemployment insurance, fringe benefits required by agreement or

custom, and workers' compensation insurance; costs of materials, supplies, and equipment, including cost of transportation; rental costs of machinery and equipment, exclusive of hand tools, whether rented from Contractor or others; costs of premiums for all bonds and insurance, permit fees, and sales, use or similar taxes related to the Work; and additional costs of supervision and field office personnel directly attributable to the change.

- C. If a change to the Work causes an increase or decrease in the time required for Contractor's performance, an equitable adjustment to the time for performance shall be made.
- D. A change in the Contract Amount or the time for performance of the Work shall be accomplished only by written Change Order, which shall state the increase or decrease, if any, in the Contract Amount or the time for performance. No course of conduct or dealings between the parties, nor express or implied acceptance of alterations or additions to the Work, and no claim that City has been unjustly enriched by any alteration or addition to the Work, whether or not there is, in fact, any such enrichment, shall be the basis of any claim to an increase in any amounts due under the Contract Documents or a change in the time for performance of the Work.
- E. Agreement on any Change Order shall constitute a final settlement of all matters relating to the change in the Work that is the subject of the Change Order, including but not limited to all direct and indirect costs associated with such change and any and all adjustments to the Contract Amount and time for performance of the Work.
- F. If Contractor is delayed or interfered with at any time in the commencement or prosecution of the Work by an act or neglect of City, an employee, officer, or agent of City, or an architect or engineer or separate contractor engaged by or on behalf of City, or by changes ordered in the Work, an act of God, fire, unavoidable casualty, or other similar 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 seven 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 seven-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 VII  
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 have not less than the following limits:
    - a. Each occurrence \$2,000,000.00
    - b. Personal/advertising injury \$2,000,000.00
    - c. General aggregate \$2,000,000.00
    - d. Products/completed operations aggregate \$2,000,000.00
    - e. 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. **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 \$2,000,000.00 or each accident.
  3. **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:

- Each accident \$2,000,000.00
- Disease – each employee \$500,000.00
- Disease – policy limit \$2,000,000.00

- B. All insurance shall be written by an insurer or insurers acceptable to City and with a minimum financial rating not lower than "B+XI" 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. All policies and certificates of insurance shall provide no less than 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 VII. The certificate or certificates and copies of policies shall be delivered to City's designated representative not less than seven 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.
- D. 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.
- E. 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 VII. Certificates and copies of policies, satisfactory to City, evidencing the required insurance and compliance with this Article VII shall be delivered to City's designated representative not less than seven days before the subcontractor first performs any of the Work.

## **ARTICLE VIII 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 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 described in this Paragraph.
- B. In claims against any person or entity indemnified under the preceding Paragraph A 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 under Paragraph A 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 IX PATENT LIABILITY**

Contractor shall pay all royalties and license fees. Contractor shall defend suits or claims for infringement of copyrights and patent rights and shall hold City, its officers, employees, and agents harmless from loss on account thereof, but shall not be responsible for such defense or loss when a particular design, process, or product of a particular manufacturer or manufacturers is required by the Contract Documents, or where the copyright violations are contained in the Drawings, Specifications, or other documents prepared by City or anyone acting under City's direction. However, if Contractor has reason to believe that the required design, process, or product is an infringement of a copyright or a patent, Contractor shall be responsible for such loss unless such information is promptly furnished to City.

## **ARTICLE X COVENANT AGAINST UNDUE INFLUENCE**

- A. Contractor 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 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 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 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 X.

#### **ARTICLE XI RECORDS REGARDING PAYMENT**

For at least two 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 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 XII 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 Payment Applications:

For City:  
Molly McGovern, City Manager  
City of Excelsior Springs, MO  
201 E. Broadway  
Excelsior Springs, MO 64024

For Contractor: \_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

- 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 given when it is received at

the address stated above for the addressee or at such other address as the addressee may furnish the other party.

- 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 XIII DEFAULT**

- 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, or (4) abandonment by Contractor of all or any part of the Work, Contractor shall be in default, and if the default is not corrected to City's satisfaction within 72 hours of Contractor's receipt of written notice to correct from City, City may, in addition to any other right or remedy City may have, furnish any necessary labor, supervision, materials, tools, equipment, services, or other items through City or others, to correct the default, at Contractor's expense, or terminate Contractor's right to proceed with performance of any part or all of the Work and take over and complete the performance of such Work, through City or others, at Contractor's expense.
- 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, enroute to the site, or in storage or being manufactured or fabricated for the Project 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.

#### **ARTICLE XIV TERMINATION FOR CITY'S CONVENIENCE**

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 XIV.

#### **ARTICLE XV COMPLIANCE WITH LAWS**

- A. This Agreement shall be governed by and construed in accordance with the laws of the State of Missouri.
- B. Contractor shall comply with all federal, state, and local laws, ordinances, rules, regulations, orders, and the like applicable to the Work. Specifically, but without limitation:
  - 1. Not less than the prevailing hourly rate of wages, as set out in Exhibit F to this Agreement, shall be paid to all workers performing any of the Work.
  - 2. Contractor shall forfeit a penalty to City of \$100 per day (or portion of a day) for each worker who is paid less than the prevailing rate for performing any of the Work by Contractor or any subcontractor.

3. 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.
  4. Final payment to Contractor shall not be made until Contractor and each subcontractor have submitted to City an affidavit, in form acceptable to City, stating that Contractor or subcontractor has fully complied with the provisions and requirements of the Missouri prevailing wage law, Sections 290.210 through 290.340, RSMo.
  5. Contractor and each subcontractor shall require each on-site employee to complete the ten-hour safety program required under Section 292.675, RSMo, within 60 days of beginning any of the Work on the Project, if he or she has not previously completed the program or does not have documentation of having done so. Contractor shall forfeit a penalty to City of \$2,500 plus \$150 for each on-site employee employed by Contractor or a subcontractor, for each calendar day, or portion thereof, such employee is employed without the required training.
- C. Contractor shall secure all permits from public and private sources necessary for the fulfillment of Contractor's obligations under the Contract Documents.

**ARTICLE XVI**  
**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 for more than \$15,000.00 to any person or entity for any or all of the Work. Contractor shall notify Manager in writing of each proposed subcontract and purchase order for more than \$15,000.00. If City does not notify Contractor in writing within 96 hours after City's receipt of notice of a proposed subcontract or purchase order that City does not consent or needs more time or information in order to consider the proposed subcontract or purchase order, City will be deemed to consent. If City consents or is deemed to consent to a subcontract or purchase order, Contractor shall not later issue a subcontract or purchase order to a different subcontractor or supplier for some or all of the Work covered by the original subcontract or purchase order without obtaining City's further prior written consent. 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. Each subcontract or purchase order issued by Contractor for any of the Work shall provide that it is freely assignable by Contractor to City and is further assignable by City to another contractor or other entity. 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 XVII 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. Contractor shall remain solely responsible for the performance of the Work as required by the Contract Documents, notwithstanding any suggestions or observations made by City or another person or entity with respect to the Work.
- C. Contractor shall at all times during performance of the Work keep the Project site clean and free from debris resulting from the Work. Before discontinuing Work in an area, Contractor shall clean the area and remove all rubbish and 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 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 XVIII CONTRACTOR QUALIFICATIONS**

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

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**ARTICLE XIX**  
**CONTRACTOR PERFORMANCE/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.
- B. Contractor warrants that the Work will conform to the requirements of the Contract Documents and be free from defects.
- C. In addition to Contractor's obligations under Paragraph B above, if, within one year after final completion of all of the Work, any Work is found to be not in accordance with the requirements of the Contract Documents, Contractor shall correct it promptly after receipt of written notice from City to do so.
- D. Nothing in Paragraph C above establishes a period of limitations applicable to other obligations of Contractor under the Contract Documents, including but not limited to Contractor's obligations under Paragraph B above. The one-year period referred to in Paragraph C above applies only to the specific obligation to correct the Work stated in Paragraph C.

**ARTICLE XX**  
**STORAGE OF MATERIALS AND EQUIPMENT**

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 XXI**  
**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.
-

- C. 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, at Contractor's sole cost. If Contractor does not adopt corrective measures, City may perform them or have them performed and deduct their cost from the Contract Amount.

#### **ARTICLE XXII INDEPENDENT CONTRACTOR**

Contractor is an independent contractor, and neither Contractor nor any subcontractors, suppliers, employees, or agents shall be deemed an employee or agent of City for any purpose.

#### **ARTICLE XXIII 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 XXIV BONDS**

Before commencing any Work, Contractor shall obtain from a recognized surety acceptable to Manager, a performance bond and a payment bond, in the forms at Exhibits C and D to this Agreement. The surety must appear on the U.S. Treasury Department's most current list (Circular 570 as amended) and be authorized to transact business in Missouri. Each such bond shall be for the full Contract Amount. The premium for these bonds is included in the Contract Amount.

#### **ARTICLE XXV SEVERABILITY**

If any provision of this Agreement is held to be unenforceable, then that provision is to be construed either by modifying it to the minimum extent necessary to make it enforceable (if permitted by law) or disregarding it (if not). If an unenforceable provision is modified or disregarded in accordance with this Article XXV, the rest of the Agreement is to remain in effect as written, and the unenforceable provision is to remain in effect as written in any circumstances other than those in which the provision is held to be unenforceable.

#### **ARTICLE XXVII 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 XXVIII  
TITLES**

The titles given to the Articles in this Agreement are for ease of reference only and do not define or limit any of the provisions of any of the Articles.

**ARTICLE XXIX  
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 VI 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.

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

CITY OF EXCELSIOR SPRINGS

Attested:

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

MAYOR

\_\_\_\_\_  
City Clerk

\_\_\_\_\_  
(Contractor Name)

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

(Signature)

\_\_\_\_\_  
(Print Name)

\_\_\_\_\_  
Title

**EXHIBIT A**  
**SCOPE OF WORK**

Contractor shall perform the following Work:

Construction of sidewalk, curb and gutter and asphaltic pavement. Patching asphalt base repairs and restoring the project site to conditions not less than those upon its entry.

---

(To be filled in after City determines which alternates, if any, are accepted)

**EXHIBIT B**  
**SPECIFICATIONS AND DRAWINGS**

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

Project Manual: 2018 Streetscape Project, Excelsior Springs. MO.

Sheet Index

1. COVER SHEET
2. GENERAL NOTES AND QUANTITIES SHEET
3. MEADOWLARK LANE PLAN SHEET
4. ROSE AVENUE PLAN SHEET
5. THOMPSON AVENUE PLAN SHEET
6. SOUTH STREET PLAN SHEET
7. KANSAS CITY AVENUE PLAN SHEET
8. KANSAS CITY AVENUE RAMP PLAN SHEET
- 9.-13. DETAIL SHEETS
14. WALL PROFILE SHEET

## EXHIBIT C – PERFORMANCE BOND

FOR THE FAITHFUL PERFORMANCE of each of the terms and stipulations of the AGREEMENT BETWEEN CITY OF EXCELSIOR SPRINGS, MISSOURI, AND CONTRACTOR, dated , 2018, designated Ordinance No. \_\_\_\_\_, in every particular, \_\_\_\_\_, as Principal, and \_\_\_\_\_, as Surety, hereby bind themselves and their respective heirs, executors, administrators, successors, and assigns, unto the CITY OF EXCELSIOR SPRINGS, in the penal sum of \$ \_\_\_\_\_ lawful money of the United States, conditioned 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 obligations and duties pursuant to the terms of the Contract Documents, including, without limitation, all warranty obligations and duties and including those under which Principal agrees to pay the prevailing hourly rate of wages for each craft or type of worker required to execute the Work 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 290.210 to 290.340 and 290.550 through 290.580, inclusive, of the Revised Statutes of Missouri, then this obligation to be void, otherwise to remain in full force and effect. 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 way affect Surety's obligation on this Bond, and Surety waives notice of any such change, extension of time, alteration or addition to the terms of the Contract Documents or to the Work.

PRINCIPAL

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

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

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

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

SURETY

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

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

**SURETY POWER OF ATTORNEY MUST BE ATTACHED**

EXHIBIT D – PAYMENT BOND

\_\_\_\_\_ and the CITY OF EXCELSIOR SPRINGS,  
MISSOURI, have entered into an Agreement dated \_\_\_\_\_, 2018, designated  
Ordinance No. \_\_\_\_\_.

\_\_\_\_\_, as Principal, and \_\_\_\_\_, as  
Surety, hereby bind themselves and their respective heirs, executors, administrators,  
successors, and assigns, unto the City of Excelsior Springs, in the penal sum of \$\_\_\_\_\_.

\_\_\_\_\_ lawful money of the United States, conditioned that 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, all premiums for insurance required by  
the Contract Documents, and 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 Excelsior Springs, to the  
use of such parties, for any breach of the considerations hereof. 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 Surety's obligation on this Bond, and Surety waives notice of  
any such change, extension of time, alteration or addition to the terms of the Contract  
Documents or to the Work.

\_\_\_\_\_  
PRINCIPAL

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

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

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

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

\_\_\_\_\_  
SURETY

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

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

**SURETY POWER OF ATTORNEY MUST BE ATTACHED.**

May 25, 2018

Mr. Chad Birdsong  
Public Works Director  
City of Excelsior Springs, MO  
103 E. Water Street  
Excelsior Springs, MO 64024

Re: 2018 Streetscape Project

Dear Mr. Birdsong:

Bids were received for the above referenced project on Friday, May 25, 2018.

A total of four bids were received. The low bid was submitted by Amino Brothers Company Inc at \$575,503.65. The engineers estimate for the bid was \$656,563.30. There was an error in the quantities on bid item 8. The attached revised bid tab shows the change to the quantity and the contract price to \$525,166.65.

We have previously worked with Amino Brothers and found them to be a qualified contractor. I have attached a listing of their proposed major subcontractors, a completed bid tab, revised bid tab and E-Verify form.

Larkin Lamp Rynearson recommends accepting the bid received from Amino Brothers Company Inc for the 2018 Streetscape project in the amount of \$525,166.65.

If you have any questions, or need additional information, please contact me at 816-823-7228.

Sincerely,

LARKIN LAMP RYNEARSON



DANIEL G. MILLER, P.E.  
CIVIL DESIGN GROUP LEADER

CC: Project File

**2018 Streetscapes - Excelsior Springs**  
**5/25/2018**

**Prime Contractor: Amino Brothers Co., Inc.**

**Total Bid           \$     525,166.65**

<b>Subcontractor</b>	<b>Scope</b>	<b>Bid Item #s</b>	<b>Total Price</b>	<b>% of Bid</b>
Metro Asphalt	Asphalt/Milling	2,4,5,6,7	\$ 94,447.30	17.98%
Erosion Specialists	Erosion Control & Seeding	32,33	\$ 8,100.00	1.54%
Morgan Contractors	Traffic Control	35	\$ 12,350.00	2.35%
Belt Survey	Construction Staking	36	\$ 4,800.00	0.91%
B&S Concrete Works	Structural Concrete	19-21	\$ 61,000.00	11.62%
<b>Subcontractor Total</b>			<b>\$ 180,697.30</b>	<b>34.41%</b>

STREET BREAKDOWN PROBABLE CONSTRUCTION COSTS

2018 STREETScape PROJECT

CITY OF EXCELSIOR SPRINGS

COMPLETED BID TAB - MAY 25, 2018

LRA Project Number: 0318015.01

Item No.	Item Description	Unit	Estimated Quantity	Engineers Estimate		Amino Brothers Company, Inc		Mega Industries Corporation		VF Anderson Builders, LLC		Gunter Construction Company		Average	
				Price	Total	Price	Total	Price	Total	Price	Total	Price	Total	Price	Total
1	Force Account (Set)	Set	1	\$ 20,000.00	\$ 20,000.00	\$ 20,000.00	\$ 20,000.00	\$ 20,000.00	\$ 20,000.00	\$ 20,000.00	\$ 20,000.00	\$ 20,000.00	\$ 20,000.00	\$ 20,000.00	\$ 20,000.00
2	Mobilization	L.S.	1	\$ 18,500.00	\$ 18,500.00	\$ 22,490.00	\$ 22,490.00	\$ 50,000.00	\$ 50,000.00	\$ 16,000.00	\$ 16,000.00	\$ 66,763.00	\$ 66,763.00	\$ 29,496.67	\$ 29,496.67
3	Clearing, Grubbing and Demolition	L.S.	1	\$ 27,500.00	\$ 27,500.00	\$ 2,988.00	\$ 2,988.00	\$ 17,000.00	\$ 17,000.00	\$ 45,000.00	\$ 45,000.00	\$ 4,080.00	\$ 4,080.00	\$ 21,662.67	\$ 21,662.67
4	Asphaltic Concrete Surface (2")	TON	576	\$ 80.00	\$ 46,080.00	\$ 70.20	\$ 40,435.20	\$ 85.00	\$ 48,960.00	\$ 70.00	\$ 40,320.00	\$ 70.35	\$ 40,521.60	\$ 75.07	\$ 43,238.40
5	Asphaltic Concrete Surface (3")	TON	518	\$ 80.00	\$ 41,440.00	\$ 70.20	\$ 36,363.60	\$ 85.00	\$ 44,030.00	\$ 72.00	\$ 37,296.00	\$ 73.70	\$ 38,176.60	\$ 75.73	\$ 39,229.87
6	Milling (Total Width Cut) 2" Max	S.Y.	3,871	\$ 3.30	\$ 12,774.30	\$ 2.35	\$ 9,096.85	\$ 4.25	\$ 16,451.75	\$ 5.00	\$ 19,355.00	\$ 4.95	\$ 19,161.45	\$ 3.87	\$ 14,967.87
7	Milling (Edge Mill) 2" Max	S.Y.	3,935	\$ 4.00	\$ 15,740.00	\$ 2.35	\$ 9,247.25	\$ 4.30	\$ 16,920.50	\$ 5.00	\$ 19,675.00	\$ 5.10	\$ 20,068.50	\$ 3.88	\$ 15,280.92
8	Asphalt Patching (6" Repair)	S.Y.	2,324	\$ 48.00	\$ 111,552.00	\$ 59.50	\$ 138,278.00	\$ 43.00	\$ 99,932.00	\$ 69.00	\$ 160,356.00	\$ 68.00	\$ 158,032.00	\$ 57.17	\$ 132,855.33
9	Curb and Gutter Combined Type A (Remove and Replace)	L.F.	142	\$ 44.00	\$ 6,248.00	\$ 36.85	\$ 5,232.70	\$ 41.00	\$ 5,822.00	\$ 43.00	\$ 6,106.00	\$ 49.00	\$ 6,958.00	\$ 40.28	\$ 5,720.23
10	Curb and Gutter Combined Type B (Remove and Replace)	L.F.	793	\$ 40.00	\$ 31,720.00	\$ 35.60	\$ 28,230.80	\$ 40.00	\$ 31,720.00	\$ 43.00	\$ 34,099.00	\$ 49.50	\$ 39,253.50	\$ 39.53	\$ 31,349.93
11	Curb and Gutter Combined Type C (Remove and Replace)	L.F.	479	\$ 38.00	\$ 18,202.00	\$ 35.35	\$ 16,932.65	\$ 40.00	\$ 19,160.00	\$ 43.00	\$ 20,597.00	\$ 50.00	\$ 23,950.00	\$ 39.45	\$ 18,896.55
12	Remove and Replace Sidewalk (4")	S.F.	2,261	\$ 10.00	\$ 22,610.00	\$ 7.30	\$ 16,505.30	\$ 7.00	\$ 15,827.00	\$ 6.00	\$ 13,566.00	\$ 7.00	\$ 15,827.00	\$ 6.77	\$ 15,299.43
13	Remove and Replace Sidewalk (6")	S.F.	538	\$ 15.00	\$ 8,070.00	\$ 9.70	\$ 5,218.60	\$ 8.00	\$ 4,304.00	\$ 8.00	\$ 4,304.00	\$ 8.75	\$ 4,707.50	\$ 8.57	\$ 4,608.87
14	Sidewalk Construction w/ Integral Curb (4") Type A	S.F.	2,080	\$ 22.00	\$ 45,760.00	\$ 8.75	\$ 18,200.00	\$ 7.00	\$ 14,560.00	\$ 10.00	\$ 20,800.00	\$ 10.15	\$ 21,112.00	\$ 8.58	\$ 17,853.33
15	Sidewalk Ramp (6") w/Detectable Warning Surface	S.F.	899	\$ 14.50	\$ 13,035.50	\$ 20.70	\$ 18,609.30	\$ 13.00	\$ 11,687.00	\$ 17.00	\$ 15,283.00	\$ 12.50	\$ 11,237.50	\$ 16.90	\$ 15,193.10
16	Sidewalk Ramps (6") w/o Detectable Warning Surface	S.F.	110	\$ 10.00	\$ 1,100.00	\$ 18.75	\$ 2,062.50	\$ 19.00	\$ 2,090.00	\$ 9.00	\$ 990.00	\$ 10.80	\$ 1,188.00	\$ 15.58	\$ 1,714.17
17	Detectable Warning Surface	S.F.	151	\$ 42.00	\$ 6,342.00	\$ 27.85	\$ 4,205.35	\$ 62.00	\$ 9,362.00	\$ 45.00	\$ 6,795.00	\$ 46.00	\$ 6,946.00	\$ 44.95	\$ 6,787.45
18	Sidewalk Curb	L.F.	154	\$ 22.00	\$ 3,388.00	\$ 19.25	\$ 2,964.50	\$ 15.00	\$ 2,310.00	\$ 46.00	\$ 7,084.00	\$ 31.00	\$ 4,774.00	\$ 26.75	\$ 4,119.50
19	Retaining Wall (ISRW) Type A	C.Y.	44	\$ 1,900.00	\$ 83,600.00	\$ 1,302.00	\$ 57,288.00	\$ 1,220.00	\$ 53,680.00	\$ 1,000.00	\$ 44,000.00	\$ 1,236.00	\$ 54,384.00	\$ 1,174.00	\$ 51,656.00
20	Retaining Wall (ISRW) Type B	C.Y.	12	\$ 1,600.00	\$ 19,200.00	\$ 1,434.00	\$ 17,208.00	\$ 1,320.00	\$ 15,840.00	\$ 1,000.00	\$ 12,000.00	\$ 1,812.00	\$ 21,744.00	\$ 1,251.33	\$ 15,016.00
21	Retaining Wall (ISRW) Type C	C.Y.	5	\$ 1,600.00	\$ 8,000.00	\$ 1,782.00	\$ 8,910.00	\$ 3,100.00	\$ 15,500.00	\$ 1,000.00	\$ 5,000.00	\$ 1,964.00	\$ 9,820.00	\$ 1,960.67	\$ 9,803.33
22	Driveway (Residential) (6" Concrete)	S.Y.	150	\$ 80.00	\$ 12,000.00	\$ 70.80	\$ 10,620.00	\$ 65.00	\$ 9,750.00	\$ 67.00	\$ 10,050.00	\$ 76.66	\$ 11,499.00	\$ 67.60	\$ 10,140.00
23	Driveway (Commercial) (8" Concrete)	S.Y.	321	\$ 101.00	\$ 32,421.00	\$ 78.30	\$ 25,134.30	\$ 70.00	\$ 22,470.00	\$ 91.00	\$ 29,211.00	\$ 91.00	\$ 29,211.00	\$ 79.77	\$ 25,605.10
24	Driveway (Residential) (6" Gravel)	S.Y.	29	\$ 30.00	\$ 870.00	\$ 16.70	\$ 484.30	\$ 16.00	\$ 464.00	\$ 20.00	\$ 580.00	\$ 30.00	\$ 870.00	\$ 17.57	\$ 509.43
25	Curb Inlet (8'x4') (Complete) (Non-Setback)	EA.	1	\$ 6,000.00	\$ 6,000.00	\$ 5,582.00	\$ 5,582.00	\$ 7,100.00	\$ 7,100.00	\$ 7,000.00	\$ 7,000.00	\$ 7,450.00	\$ 7,450.00	\$ 6,560.67	\$ 6,560.67
26	Curb Inlet (4'x4') (Complete) (Non-Setback)	EA.	1	\$ 4,500.00	\$ 4,500.00	\$ 4,473.00	\$ 4,473.00	\$ 5,400.00	\$ 5,400.00	\$ 5,000.00	\$ 5,000.00	\$ 5,450.00	\$ 5,450.00	\$ 4,957.67	\$ 4,957.67
27	Curb Inlet Lid (4'x4') (Non-Setback)	EA.	1	\$ 3,000.00	\$ 3,000.00	\$ 2,452.00	\$ 2,452.00	\$ 1,600.00	\$ 1,600.00	\$ 2,000.00	\$ 2,000.00	\$ 1,335.00	\$ 1,335.00	\$ 2,017.33	\$ 2,017.33
28	Curb Inlet Throat Transition	S.F.	26	\$ 21.00	\$ 546.00	\$ 52.75	\$ 1,371.50	\$ 23.00	\$ 598.00	\$ 60.00	\$ 1,560.00	\$ 27.00	\$ 702.00	\$ 45.25	\$ 1,176.50
29	Pipe (12") (RCP)	L.F.	11	\$ 85.00	\$ 935.00	\$ 71.25	\$ 783.75	\$ 154.00	\$ 1,694.00	\$ 110.00	\$ 1,210.00	\$ 109.00	\$ 1,199.00	\$ 111.75	\$ 1,229.25
30	Pipe (24") (RCP)	L.F.	28	\$ 150.00	\$ 4,200.00	\$ 89.90	\$ 2,517.20	\$ 170.00	\$ 4,760.00	\$ 125.00	\$ 3,500.00	\$ 148.50	\$ 4,158.00	\$ 128.30	\$ 3,592.40
31	Concrete Collar	EA.	1	\$ 929.50	\$ 929.50	\$ 1,003.00	\$ 1,003.00	\$ 673.00	\$ 673.00	\$ 1,200.00	\$ 1,200.00	\$ 755.00	\$ 755.00	\$ 958.67	\$ 958.67
32	Seeding, Fertilizing, Mulching	L.S.	1	\$ 4,600.00	\$ 4,600.00	\$ 3,770.00	\$ 3,770.00	\$ 2,300.00	\$ 2,300.00	\$ 5,000.00	\$ 5,000.00	\$ 3,845.00	\$ 3,845.00	\$ 3,690.00	\$ 3,690.00
33	Erosion Control	L.S.	1	\$ 7,000.00	\$ 7,000.00	\$ 6,409.00	\$ 6,409.00	\$ 3,400.00	\$ 3,400.00	\$ 5,000.00	\$ 5,000.00	\$ 5,055.00	\$ 5,055.00	\$ 4,936.33	\$ 4,936.33
34	Grading	L.S.	1	\$ 4,600.00	\$ 4,600.00	\$ 10,671.00	\$ 10,671.00	\$ 6,100.00	\$ 6,100.00	\$ 7,000.00	\$ 7,000.00	\$ 4,850.00	\$ 4,850.00	\$ 7,923.67	\$ 7,923.67
35	Traffic Control	L.S.	1	\$ 9,500.00	\$ 9,500.00	\$ 13,303.00	\$ 13,303.00	\$ 14,100.00	\$ 14,100.00	\$ 14,000.00	\$ 14,000.00	\$ 13,570.00	\$ 13,570.00	\$ 13,801.00	\$ 13,801.00
36	Construction Staking	L.S.	1	\$ 4,600.00	\$ 4,600.00	\$ 6,463.00	\$ 6,463.00	\$ 2,900.00	\$ 2,900.00	\$ 6,000.00	\$ 6,000.00	\$ 4,395.00	\$ 4,395.00	\$ 5,121.00	\$ 5,121.00

Total:

\$ 656,563.30

\$ 575,503.65

\$ 598,465.25

\$ 646,937.00

\$ 683,048.65

\$ 606,968.63

Note: Average is minus the high bid and Engineer's estimate

Line 15 Bid Form

\$3.00 low



**WATER**



**WASTEWATER**



**STORMWATER**



**MUNICIPAL STREETS**



**AQUATICS**

# **Project Manual**

## **2018 STREETSCAPE PROJECT**

**For**

**CITY OF EXCELSIOR SPRINGS, MO**

**Bid Date: Friday, May 25<sup>th</sup>, 2018**

**Project No. 0318015.01**



**LARKIN**

**LAMP RYNEARSON**

9001 State Line Road, Suite 200  
Kansas City, Missouri 64114  
P: 816.361.0440 | F: 816.361.0045  
[www.LRA-inc.com](http://www.LRA-inc.com)

**Leaving a Legacy of Enduring Improvements to Our Communities**  
*Purpose Statement*

BID BOND

KNOW ALL MEN BY THESE PRESENTS, that we, Amino Brothers Company, Inc  
\_\_\_\_\_ as PRINCIPAL and  
Liberty Mutual Insurance Company \_\_\_\_\_ as SURETY, are  
held and firmly bound unto the City of Excelsior Springs, Missouri, in the sum of  
Five Percent of Amount Bid

Dollars (\$ 5% ) lawful money of the United States, for the payment of which sum  
well and truly to be made, we bind ourselves, our heirs, executors, successors, and assigns,  
jointly and severally, firmly by these presents.

THE CONDITION OF THIS OBLIGATION IS SUCH, that whereas Principal has submitted a  
bid dated May 25th, 2018, for 2018 Streetscape Project.

NOW, THEREFORE, if Principal shall not withdraw the bid within the period specified  
therein after the opening of bids, or, if no period be specified, within sixty (30) days after the  
bid opening, and shall within the period specified therefore, or if no period be specified, within  
fifteen (15) days after the prescribed forms are presented to Principal for signature, enter into  
a written contract with the City of Excelsior Springs in accordance with the bid as accepted, and  
give (a) required bonds with good and sufficient surety or sureties for the faithful performance  
and proper fulfillment of such contract and payment for labor and material furnished in the  
performance of the contract, (b) required insurance certificate(s) and policies, and (c) the  
required affidavit of compliance and related documentation, then the above obligation shall be  
void, otherwise to remain in full force and effect.

Amino Brothers Company, Inc.

PRINCIPAL

By: 

(Signature)

Printed Name: MARY J. SULLIVAN

Title: CEO

Date: MAY 25, 2018

Liberty Mutual Insurance Company

SURETY

By:



(Signature)

Printed Name: Karra K. McGreevy

Title: Attorney-In-Fact

Date: May 25th, 2018

**SURETY POWER OF ATTORNEY MUST BE ATTACHED**

**THIS POWER OF ATTORNEY IS NOT VALID UNLESS IT IS PRINTED ON RED BACKGROUND.**

This Power of Attorney limits the acts of those named herein, and they have no authority to bind the Company except in the manner and to the extent herein stated.

Certificate No. 8082494

Liberty Mutual Insurance Company  
The Ohio Casualty Insurance Company West American Insurance Company

**POWER OF ATTORNEY**

KNOWN ALL PERSONS BY THESE PRESENTS: That The Ohio Casualty Insurance Company is a corporation duly organized under the laws of the State of New Hampshire, that Liberty Mutual Insurance Company is a corporation duly organized under the laws of the State of Massachusetts, and West American Insurance Company is a corporation duly organized under the laws of the State of Indiana (herein collectively called the "Companies"), pursuant to and by authority herein set forth, does hereby name, constitute and appoint, **Kevin D. Kalish; Karra K. McGreevy; Barbara Talty**

all of the city of Kansas City, state of MO each individually if there be more than one named, its true and lawful attorney-in-fact to make, execute, seal, acknowledge and deliver, for and on its behalf as surety and as its act and deed, any and all undertakings, bonds, recognizances and other surety obligations, in pursuance of these presents and shall be as binding upon the Companies as if they have been duly signed by the president and attested by the secretary of the Companies in their own proper persons.

IN WITNESS WHEREOF, this Power of Attorney has been subscribed by an authorized officer or official of the Companies and the corporate seals of the Companies have been affixed thereto this 2nd day of May, 2018.



STATE OF PENNSYLVANIA ss  
COUNTY OF MONTGOMERY

On this 2nd day of May, 2018, before me personally appeared David M. Carey, who acknowledged himself to be the Assistant Secretary of Liberty Mutual Insurance Company, The Ohio Casualty Company, and West American Insurance Company, and that he, as such, being authorized so to do, execute the foregoing instrument for the purposes therein contained by signing on behalf of the corporations by himself as a duly authorized officer.

IN WITNESS WHEREOF, I have hereunto subscribed my name and affixed my notarial seal at King of Prussia, Pennsylvania, on the day and year first above written.



COMMONWEALTH OF PENNSYLVANIA  
Notarial Seal  
Teresa Pastella, Notary Public  
Upper Merion Twp., Montgomery County  
My Commission Expires March 28, 2021  
Member, Pennsylvania Association of Notaries

The Ohio Casualty Insurance Company  
Liberty Mutual Insurance Company  
West American Insurance Company

By: David M. Carey  
David M. Carey, Assistant Secretary

By: Teresa Pastella  
Teresa Pastella, Notary Public

This Power of Attorney is made and executed pursuant to and by authority of the following By-laws and Authorizations of The Ohio Casualty Insurance Company, Liberty Mutual Insurance Company, and West American Insurance Company which resolutions are now in full force and effect reading as follows:

**ARTICLE IV – OFFICERS** – Section 12. Power of Attorney. Any officer or other official of the Corporation authorized for that purpose in writing by the Chairman or the President, and subject to such limitation as the Chairman or the President may prescribe, shall appoint such attorneys-in-fact, as may be necessary to act in behalf of the Corporation to make, execute, seal, acknowledge and deliver as surety any and all undertakings, bonds, recognizances and other surety obligations. Such attorneys-in-fact, subject to the limitations set forth in their respective powers of attorney, shall have full power to bind the Corporation by their signature and execution of any such instruments and to attach thereto the seal of the Corporation. When so executed, such instruments shall be as binding as if signed by the President and attested to by the Secretary. Any power or authority granted to any representative or attorney-in-fact under the provisions of this article may be revoked at any time by the Board, the Chairman, the President or by the officer or officers granting such power or authority.

**ARTICLE XIII – Execution of Contracts – SECTION 5. Surety Bonds and Undertakings.** Any officer of the Company authorized for that purpose in writing by the chairman or the president, and subject to such limitations as the chairman or the president may prescribe, shall appoint such attorneys-in-fact, as may be necessary to act in behalf of the Company to make, execute, seal, acknowledge and deliver as surety any and all undertakings, bonds, recognizances and other surety obligations. Such attorneys-in-fact subject to the limitations set forth in their respective powers of attorney, shall have full power to bind the Company by their signature and execution of any such instruments and to attach thereto the seal of the Company. When so executed such instruments shall be as binding as if signed by the president and attested by the secretary.

**Certificate of Designation** – The President of the Company, acting pursuant to the Bylaws of the Company, authorizes David M. Carey, Assistant Secretary to appoint such attorneys-in-fact as may be necessary to act on behalf of the Company to make, execute, seal, acknowledge and deliver as surety any and all undertakings, bonds, recognizances and other surety obligations.

**Authorization** – By unanimous consent of the Company's Board of Directors, the Company consents that facsimile or mechanically reproduced signature of any assistant secretary of the Company, wherever appearing upon a certified copy of any power of attorney issued by the Company in connection with surety bonds, shall be valid and binding upon the Company with the same force and effect as though manually affixed.

I, Renee C. Llewellyn, the undersigned, Assistant Secretary, The Ohio Casualty Insurance Company, Liberty Mutual Insurance Company, and West American Insurance Company do hereby certify that the original power of attorney of which the foregoing is a full, true and correct copy of the Power of Attorney executed by said Companies, is in full force and effect and has not been revoked.

IN TESTIMONY WHEREOF, I have hereunto set my hand and affixed the seals of said Companies this 25th day of May, 2018.



By: Renee C. Llewellyn  
Renee C. Llewellyn, Assistant Secretary

To confirm the validity of this Power of Attorney call  
1-610-832-8240 between 9:00 am and 4:30 pm EST on any business day.

Not valid for mortgage, note, loan, letter of credit,  
currency rate, interest rate or residual value guarantees.

**AFFIDAVIT of COMPLIANCE**

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

State of KANSAS )  
~~Missouri~~ ) ss:  
County of WYANDOTTE )

Now this 25<sup>TH</sup> day of MAY, 2018, the undersigned, being first duly sworn, deposes and says:

1. I am more than 18 years of age.
2. I make this affidavit from my personal knowledge of the facts stated herein or upon information and facts available to me as a duly authorized owner, partner, corporate, or LLC officer or Human Relations Director of Amino Brothers Co., Inc.
3. I am authorized to make this affidavit on behalf of Contractor.
4. I state and affirm that Contractor is enrolled and is currently participating in E-Verify, a federal work authorization program or another equivalent electronic verification of work authorization program operated by the United States Department of Homeland Security under the Immigration Reform and Control Act of 1986.
5. Further, Contractor does not knowingly employ any person who is an unauthorized alien.
6. Further, Contractor has performed an electronic verification check as described above on all workers hired since January 1, 2009 or obtained documents required for completion of a Federal I-9 form before it began participating in E-Verify.
7. Attached to this affidavit is a true and accurate copy of Contractor's Memorandum of Understanding with the United States concerning the use of E-Verify.

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

  
Authorized Agent, Partner, Owner or Officer

MARY J. SULLIVAN  
Printed Name

CEO  
Title

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

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

Amber Bult  
Human Relations Director

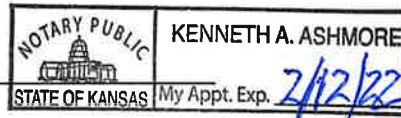
Amber Bult  
Printed Name

HR  
Title

Subscribed and sworn to before me this 25<sup>th</sup> day of MAY, 2018.

Kenneth A. Ashmore  
Notary Public

My commission expires:



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

## EXHIBIT E BID FORM

PROJECT IDENTIFICATION: **EXCELSIOR SPRINGS, 2018 STREETSCAPE PROJECT**

CONTRACT NUMBER AND IDENTIFICATION: 0318015.01

THIS BID IS SUBMITTED TO: City of Excelsior Springs, Missouri ("City") Public Works Building  
103 East Water Street  
Excelsior Springs, MO 64024

**1.01** The undersigned Bidder proposes and agrees, if this Bid is accepted, to enter into an Agreement with City in the form included in the Contract Documents to perform all Work as specified or indicated in the Contract Documents for the prices indicated in this Bid, within the times indicated in and in accordance with the other terms and conditions of the Contract Documents.

**2.01** Bidder accepts all of the terms and conditions of the Invitation to Bid and Instructions to Bidders. This Bid will remain subject to acceptance for 30 days after the Bid opening, or for such longer period of time that Bidder may agree to in writing upon request of City.

**3.01** In submitting this Bid, Bidder represents that:

- A. Bidder has examined and carefully studied the Bidding Documents, including the following Addenda, in their entirety and called to Owner's attention in writing all errors, ambiguities, inconsistencies, and conflicts observed by Bidder.

NUMBER		DATE
N/A		N/A

- B. Bidder has visited the Project site and become familiar with and satisfied Bidder 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 cost, and (4) availability and costs of materials, tools, and equipment.
- C. Bidder has become familiar with and satisfied Bidder as to all federal, state, and local laws, ordinances, rules, regulations, orders, and the like that may affect costs, progress, and performance of the Work.

- D. City has provided written resolutions, acceptable to Bidder, of all errors, ambiguities, inconsistencies, and conflicts in the Bidding Documents, including any Addenda that Bidder has called to City's attention.
- E. The Contract Documents are generally sufficient to indicate and convey understanding of all terms and conditions for performing and furnishing the Work.
- F. This Bid is premised upon performing and furnishing the Work required by the Contract Documents and applying any specific means, methods, techniques, sequences, and procedures of construction that may be shown or indicated or expressly required by the Contract Documents.
- G. Neither the Bidder nor any of the Bidder's employees, agents, intended suppliers or subcontractors have relied upon any oral representations from City, or City's employees or agents, including architects, engineers, or consultants, in preparing this Bid.

**4.01** Bidder further represents that this Bid is genuine and not made in the interest of or on behalf of any undisclosed individual or entity; Bidder has not directly or indirectly induced or solicited any other Bidder to submit a false or sham Bid; Bidder has not solicited or induced any individual or entity to refrain from bidding; and Bidder has not sought by collusion to obtain for itself any advantage over any other Bidder or over City.

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

Item No.	Item Description	Unit	Estimated Quantity	Unit Price	Total
1	Force Account (Set)	Set	1	\$20,000	\$20,000
2	Mobilization	L.S.	1	22,490. -	22,490. -
3	Clearing, Grubbing and Demolition	L.S.	1	2900. -	2900. -
4	Asphaltic Concrete Surface (2")	TON	576	70. 20	40,435. 20
5	Asphaltic Concrete Surface (3")	TON	518	70. 20	36,363. 60
6	Milling (Total Width Cut) 2" Max	S.Y.	3,871	2. 35	9096. 85
7	Milling (Edge Mill) 2" Max	S.Y.	3,935	2. 35	9247. 25
8	Asphalt Patching (6" Repair)	S.Y.	1,475 <del>2,324</del>	59. 50	<del>139,478. -</del>
9	Curb and Gutter Combined Type A (Remove and Replace)	L.F.	142	36. 85	5232. 70
10	Curb and Gutter Combined Type B (Remove and Replace)	L.F.	793	35. 60	28,230. 80
11	Curb and Gutter Combined Type C (Remove and Replace)	L.F.	479	35. 35	16,932. 65
12	Remove and Replace Sidewalk (4")	S.F.	2,261	7. 30	16,505. 30
13	Remove and Replace Sidewalk (6")	S.F.	538	9. 70	5218. 60
14	Sidewalk Construction w/ Integral Curb (4") Type A	S.F.	2,080	8. 75	18,200. -
15	Sidewalk Ramp (6") w/Detectable Warning Surface	S.F.	899	20. 70	18,609. 30
16	Sidewalk Ramps (6") w/o Detectable Warning Surface	S.F.	110	18. 75	2062. 50
17	Detectable Warning Surface	S.F.	151	27. 85	4205. 35
18	Sidewalk Curb	L.F.	154	19. 25	2964. 50
19	Retaining Wall (ISRW) Type A	C.Y.	44	1302. -	57,288. -
20	Retaining Wall (ISRW) Type B	C.Y.	12	1434. -	17,208. -
21	Retaining Wall (ISRW) Type C	C.Y.	5	1782. -	8910. -
22	Driveway (Residential) (6" Concrete)	S.Y.	150	70. 80	10,620. -
23	Driveway (Commercial) (8" Concrete)	S.Y.	321	78. 30	25,134. 30
24	Driveway (Residential) (6" Gravel)	S.Y.	29	16. 70	484. 30
25	Curb Inlet (8'x4') (Complete) (Non-Setback)	EA.	1	5582. -	5582. -
26	Curb Inlet (4'x4') (Complete) (Non-Setback)	EA.	1	4473. -	4473. -
27	Curb Inlet Lid (4'x4') (Non-Setback)	EA.	1	2452. -	2452. -
28	Curb Inlet Throat Transition	S.F.	26	52. 75	1371. 50
29	Pipe (12") (RCP)	L.F.	11	71. 25	783. 75

*87,941. -*

Item No.	Item Description	Unit	Estimated Quantity	Unit Price	Total
30	Pipe (24") (RCP)	L.F.	28	89.90	2517.20
31	Concrete Collar	EA.	1	1003. -	1003. -
32	Seeding, Fertilizing, Mulching	L.S.	1	3770. -	3770. -
33	Erosion Control	L.S.	1	6409. -	6409. -
34	Grading	L.S.	1	10,671. -	10,671. -
35	Traffic Control	L.S.	1	13,303. -	13,303. -
36	Construction Staking	L.S.	1	6463. -	6463. -
Total Bid					575,503.65

**TOTAL AFTER PATCHING QTY CHANGE# 525,166.65**

- A. Total Bid Price for Work. Bidder will complete the Work for the following price (in words):

FIVE HUNDRED SEVENTY FIVE THOUSAND FIVE HUNDRED THREE DOLLARS AND SIXTY FIVE CENTS

Bidder acknowledges that estimated quantities are not guaranteed, and are solely for the purpose of comparison of Bids, and final payment for all Unit Price Bid items will be based on actual quantities provided, determined as provided in the Contract Documents.

#### PROJECT SCHEDULE AND INTENT

The City may add or remove streets to the project. Additional costs beyond additions to Unit Price Bid items will not be allowed for additional street locations unless approved by the Engineer.

The undersigned Bidder hereby agrees to accept an award of contract based on the Contract Price as accepted by the City as indicated in a Notice of Award.

**6.01** Bidder agrees that the Work will be substantially completed and finally completed and ready for final payment in accordance with the Contract Documents on or before the dates or within the number of days indicated in the Contract Documents.

**6.02** Bidder accepts the provisions of the Contract Documents as to liquidated damages.

**7.01** The following documents are attached to and incorporated by reference into this Bid:

- A. Required Bid security in the form of BID BOND (5%)
- B. A tabulation of subcontractors and suppliers proposed for the Work; and
- C. Required Bidder qualifications statement with supporting data.

**8.01** The terms used in this Bid with initial capital letters have the meanings indicated in the Instructions to Bidders and the Agreement.

SUBMITTED on MAY 25, 2018.

State Contractor License No. \_\_\_\_\_ (If applicable)

If Bidder is:

An Individual

Name (typed or printed): \_\_\_\_\_

By: \_\_\_\_\_  
(Individual(s) signature)

Doing business as: \_\_\_\_\_

Business address: \_\_\_\_\_

Phone No.: \_\_\_\_\_ FAX No.: \_\_\_\_\_

A Partnership

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

By: \_\_\_\_\_  
(Signature of general partner -- attach evidence of authority to sign)

Name (typed or printed): \_\_\_\_\_

Business address: \_\_\_\_\_

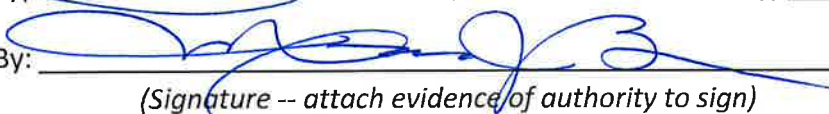
Phone No.: \_\_\_\_\_ FAX No.: \_\_\_\_\_

A Corporation or Limited Liability Company

Corporation or Limited Liability Company Name: Amino Brothers Co., Inc.

State of Incorporation or Formation: KANSAS

Type (General Business, Professional, Service, Limited Liability): GENERAL BUSINESS

By:  \_\_\_\_\_  
(Signature -- attach evidence of authority to sign)

Name (typed or printed): MARY J. SULLIVAN

Title: CEO

(CORPORATE SEAL)

Attest \_\_\_\_\_

(Signature of Corporate Secretary)

Name (typed or printed): DENISE M. JAMES

**AMINO BROTHERS CO., INC.**

Business address: 8110 KAW DRIVE P.O. BOX 11277

**KANSAS CITY, KS 66111**

Phone No.: 913. 334. 2330 FAX No.: 913. 334. 0144

Date of Qualification to do business is March 1989.

A Joint Venture

Joint Venturer Name: \_\_\_\_\_

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

(Signature of joint venture partner -- attach evidence of authority to sign)

Name (typed or printed): \_\_\_\_\_

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

Business address: \_\_\_\_\_

Phone No.: \_\_\_\_\_ FAX No.: \_\_\_\_\_

Joint Venturer Name: \_\_\_\_\_

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

(Signature -- attach evidence of authority to sign)

Name (typed or printed): \_\_\_\_\_

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

Business address: \_\_\_\_\_

Phone No.: \_\_\_\_\_ FAX No.: \_\_\_\_\_

Phone and FAX Number, and Address for receipt of official communications:

\_\_\_\_\_

(Each joint venturer must sign. The manner of signing for each individual, partnership, and corporation that is a party to the joint venture should be in the manner indicated above.)

UNANIMOUS WRITTEN CONSENT  
IN LIEU OF SPECIAL MEETING OF  
THE BOARD OF DIRECTORS OF

AMINO BROTHERS CO., INC.  
DECEMBER 31, 1989

We, the undersigned, being all the Directors of Amino Brothers Co., Inc., a Kansas Corporation, acting pursuant to the General and Business Law of Kansas, do hereby consent to the adoption of the following resolution:

RESOLVED, that Mary J. Sullivan and/or Denise M. Janes, are hereby authorized to act in the name of, and on behalf of, this Corporation to borrow from any bank, savings and loan, or other lending institutions, leasing companies, etc, such sum or sums of money as may be necessary to finance the acquisition of real and personal property for the Corporation, to secure any future obligation of this Corporation to any said bank, savings and loan, or other lending institution by encumbering any and all present or future assets of the Corporation, including without limitation, any and all real estate, notes, stocks, bonds, accounts, contract rights, general intangibles, inventory, equipment(off road and on road), vehicles, life insurance policies and any proceeds of any of the foregoing, on all such terms, as Mary J. Sullivan and/or Denise M. Janes may deem advisable, as evidenced by the execution thereof.

RESOLVED FURTHER, that Mary J. Sullivan and/or Denise M. Janes are hereby authorized and directed to execute any and all contracts, instruments, documents and agreements, including but not limited to construction contracts and surety bonds, and to do any and all things necessary and appropriate in the name of, and on behalf of this corporation in the operation of its road construction business.

# 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

*AMINO BROS. CO., INC.*

using in Missouri the name

*AMINO BROS. CO., INC.*  
*F00227623*

a KANSAS entity was created under the laws of this State on the 27th day of January, 1981, and is Good Standing, 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 22nd day of March, 2018.

  
Secretary of State



Certification Number: CERT-03222018-0028



E-VERIFY IS A SERVICE OF DHS

Company ID Number: 180093

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

### ARTICLE I

#### PURPOSE AND AUTHORITY

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

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

### ARTICLE II

#### FUNCTIONS TO BE PERFORMED

##### A. RESPONSIBILITIES OF SSA

1. SSA agrees to provide the Employer with available information that allows the Employer to confirm the accuracy of Social Security Numbers provided by all employees verified under this MOU and the employment authorization of U.S. citizens.
2. SSA agrees to provide to the Employer appropriate assistance with operational problems that may arise during the Employer's participation in the E-Verify program. SSA agrees to provide the Employer with names, titles, addresses, and telephone numbers of SSA representatives to be contacted during the E-Verify process.
3. SSA agrees to safeguard the information provided by the Employer through the E-Verify program procedures, and to limit access to such information, as is appropriate by law, to individuals responsible for the verification of Social Security Numbers and for evaluation of the E-Verify program or such other persons or entities who may be authorized by SSA as governed by the Privacy Act (5 U.S.C. § 552a), the Social Security Act (42 U.S.C. 1306(a)), and SSA regulations (20 CFR Part 401).



E-Verify is a service of DHS

Company ID Number: 180003

To be accepted as a participant in E-Verify, you should only sign the Employer's Section of the signature page. If you have any questions, contact E-Verify at 888-464-4218.

Employer Amino Brothers Co., Inc.

Mary Sullivan  
Name (Please Type or Print)

Title

Electronically Signed  
Signature

01/14/2009  
Date

Department of Homeland Security - Verification Division

USCIS Verification Division  
Name (Please Type or Print)

Title

Electronically Signed  
Signature

01/14/2009  
Date



E-Verify is a service of DHS

Company ID Number: 180003

## Information Required for the E-Verify Program

Information relating to your Company:

Company Name: Amino Brothers Co., Inc.

Company Facility Address: 8110 Kaw Drive

Kansas City, KS 66111

Company Alternate

Address: P.O. Box 11277

Kansas City, KS 66111

County or Parish: WYANDOTTE

Employer Identification

Number: 48062619

North American Industry  
Classification Systems

Code: 237

Parent Company: \_\_\_\_\_

Number of Employees: 100 to 499

Number of Sites Verified  
for: 1

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



E-VERIFY IS A SERVICE OF DHS

Company ID Number: 180003

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

Name: Amber L. Bult  
Telephone Number: (913) 334-2230  
E-mail Address: amber@aminobros.com

Fax Number: (913) 334-0144

Name: Kenneth A. Ashmore  
Telephone Number: (913) 334-2230  
E-mail Address: ken@aminobros.com

Fax Number: (913) 334-0144



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**City Manager**  
**Council Meeting 6/4/2018**

To: Mayor and City Council  
From: Molly McGovern, City Manager  
Date: 5/30/2018  
RE: Appropriations - Ordinance No. 18-06-02

The Expenditure Approval Lists prepared May 23 and May 31 are attached for your review and consideration. Please give me a call if you have questions prior to the June 4, 2018 meeting.

Appropriations (05-23-18)	294,550.38
Appropriations (05-31-18)	384,970.73
Payroll (05-31-18)	274,054.16
Total	<u>\$ 953,575.27</u>

I respectfully request appropriations be approved in the amount of \$953,575.27.

Respectfully submitted,

Molly McGovern, City Manager

**ATTACHMENTS:**

Description	Type	Upload Date
Ordinance	Ordinance	5/30/2018
Appropriations 5-23-18	Backup Material	5/30/2018
Appropriations 5-31-18	Backup Material	5/31/2018
Coding List	Backup Material	5/30/2018

**ORDINANCE NO. \_\_\_\_\_**  
**(Appropriations Ordinance)**

**AN ORDINANCE ALLOWING CLAIMS AND APPROPRIATING TO PAY THE SAME  
BY ISSUING CHECKS OUT OF THE VARIOUS FUNDS OF THE CITY.**

**BE IT ORDAINED BY THE CITY COUNCIL OF THE CITY OF EXCELSIOR  
SPRINGS, MISSOURI TO:**

1. APPROPRIATE FUNDS FOR CLAIMS ATTACHED, AND THAT THE SUM  
OF \$ \_\_\_\_\_ BE AND THE SAME IS HERBY APPROVED  
FOR PAYMENT.

**PASSED AND APPROVED THIS \_\_\_\_\_ DAY OF \_\_\_\_\_ 2018.**

\_\_\_\_\_  
SHARON POWELL (Mayor Pro-Tem)

ATTEST:

\_\_\_\_\_  
Kathy Twitchell, Deputy City Clerk

I, \_\_\_\_\_, Director of Finance of the City of Excelsior Springs, hereby  
Certify that there are sufficient funds to pay the amounts as approved.

\_\_\_\_\_  
Director of Finance of the City of  
Excelsior Springs, Missouri

PREPARED 05/23/2018,15:31:47  
 PROGRAM: GM339L  
 CITY OF EXCELSIOR SPRINGS

EXPENDITURE APPROVAL LIST  
 AS OF: 05/25/2018 PAYMENT DATE: 05/24/2018

PAGE 1

VEND NO	SEQ#	VENDOR NAME	BNK	CHECK/DUE	ACCOUNT	ITEM	CHECK	EFT, EPAY OR
INVOICE	VOUCHER	P.O.		DATE	NO	DESCRIPTION	AMOUNT	HAND-ISSUED
NO	NO	NO						AMOUNT
0000791	00	AMEREN UE						
	003345		00	05/21/2018	101-1601-416.41-01	ELECTRIC SERVICE	998.12	
	003346		00	05/21/2018	101-2101-421.41-01	ELECTRIC SERVICE	1,185.21	
	003344		00	05/21/2018	101-2201-422.41-01	ELECTRIC SERVICE	1,310.85	
	003347		00	05/21/2018	101-3101-431.41-01	ELECTRIC SERVICE	9,709.17	
	003349		00	05/21/2018	101-6701-467.41-01	ELECTRIC SERVICE	315.46	
	003353		00	05/21/2018	210-1001-451.41-01	ELECTRIC SERVICE	528.61	
	003348		00	05/21/2018	210-4401-444.41-01	ELECTRIC SERVICE	63.90	
	003354		00	05/21/2018	281-1001-457.41-01	ELECTRIC SERVICE	6,343.50	
	003350		00	05/21/2018	510-1001-433.41-01	ELECTRIC SERVICE	8,399.59	
	003352		00	05/21/2018	520-1001-432.41-01	ELECTRIC SERVICE	18,866.15	
	003351		00	05/21/2018	530-1001-455.41-01	ELECTRIC SERVICE	548.49	
	003355		00	05/21/2018	530-1001-455.41-01	ELECTRIC SERVICE	16.81	
						VENDOR TOTAL *	48,285.86	
0000378	00	ASHLOCK SIGNS INC						
6961	003357		00	05/21/2018	510-1001-433.74-02	LETTERING/BUS	975.00	
						VENDOR TOTAL *	975.00	
0001530	00	AUTOZONE						
2368035847	003358		00	05/21/2018	520-1001-432.43-11	BELTS	79.98	
						VENDOR TOTAL *	79.98	
0000232	00	BISHOP, RICHARD C						
000017535	UT		00	05/22/2018	510-0000-115.20-01	UB CR REFUND	28.15	
						VENDOR TOTAL *	28.15	
0002296	00	CARD SERVICES						
6614	002932		00	04/25/2018	101-3101-431.43-11	MISC PARTS	134.96	
6300	002933		00	04/25/2018	101-3101-431.43-15	BROADLEAF SPRAY	243.92	
4498	002936		00	04/25/2018	101-3101-431.43-13	NUTS/BOLTS	27.66	
3372	003281		00	05/14/2018	101-3101-431.43-11	SPRAYER PARTS	30.97	
5180	002934		00	04/25/2018	510-1001-433.43-11	MISC PARTS	7.51	
5089	002935		00	04/25/2018	520-1001-432.43-22	MISC PARTS	363.67	
7049	002984		00	04/30/2018	520-1001-432.42-01	EMPLOYEE UNIFORMS	19.98	
0751	003197		00	05/08/2018	520-1001-432.61-03	JANITORIAL SUPPLIES	85.53	
						VENDOR TOTAL *	914.20	
0000015	00	CHUCK ANDERSON FORD MERCURY INC.						
FOQS125805	003445		00	05/23/2018	101-2101-421.43-10	OIL CHANGE	33.95	
						VENDOR TOTAL *	33.95	
0000447	00	CLAY COUNTY SHERIFF'S DEPT						
	003392		00	05/22/2018	101-1204-412.61-25	PRISONER HOUSING	429.00	
						VENDOR TOTAL *	429.00	
0001269	00	CLINT RENO						
	003446		00	05/23/2018	101-2101-421.67-03	AIRFARE REIMBURSEMENT	368.78	
						VENDOR TOTAL *	368.78	
0001814	00	CONTINENTAL RESEARCH CORP.						

VEND NO	SEQ#	VENDOR NAME	BNK	CHECK/DUE	ACCOUNT	ITEM	CHECK	EFT, EPAY OR
INVOICE	VOUCHER	P.O.		DATE	NO	DESCRIPTION	AMOUNT	HAND-ISSUED
NO	NO	NO						AMOUNT
0001814	00	CONTINENTAL RESEARCH CORP.						
464268-CRC-2	003393		00	05/22/2018	210-1001-451.43-25	WASP SPRAY	218.86	
						VENDOR TOTAL *	218.86	
0000155	00	CULLIGAN WATER CONDITIONING						
1003593	003356		00	05/21/2018	101-1601-416.43-12	WATER SOFTENER	38.85	
DI52788	003426		00	05/22/2018	510-1001-433.61-04	LAB SUPPLIES	108.38	
						VENDOR TOTAL *	147.23	
0000011	00	EARLEY TRACTOR INC.						
IC19725	003361		00	05/21/2018	510-1001-433.43-11	MISC PARTS	36.50	
						VENDOR TOTAL *	36.50	
0003127	00	ENVIRO-MASTER OF KANSAS CITY						
KNS28697	003394		00	05/22/2018	101-2101-421.43-12	SANITIZATION	60.00	
KNS28825	003395		00	05/22/2018	101-2101-421.43-12	SANITIZATION	60.00	
						VENDOR TOTAL *	120.00	
0000203	00	EXCELSIOR MEDICAL CENTER						
1191603	003363		00	05/21/2018	101-2202-422.33-05	DRUG SCREEN	29.00	
1192826	003362		00	05/21/2018	210-1001-451.33-05	DRUG SCREEN	29.00	
	003447		00	05/23/2018	740-0000-209.01-00	TAXES COLLECTED TO DATE	3,600.00	
						VENDOR TOTAL *	3,658.00	
0002840	00	EZ LOAN						
	003427		00	05/22/2018	510-1001-433.60-03	SHIPPING FEE	92.41	
						VENDOR TOTAL *	92.41	
0002643	00	FREMONT INDUSTRIES, INC.						
2018-24089-00	003364		00	05/21/2018	101-1601-416.43-02	BOILER MAINTENANCE	165.40	
						VENDOR TOTAL *	165.40	
0002109	00	GEIGER READY-MIX CO INC						
871681	003365		00	05/21/2018	230-1001-431.45-04	CONCRETE	873.75	
872566	003448		00	05/23/2018	230-1001-431.45-04	CONCRETE	587.75	
						VENDOR TOTAL *	1,461.50	
0000652	00	GEORGE WOOD SHEET METAL						
10104	003396		00	05/22/2018	101-2101-421.43-12	A/C REPAIRS	90.00	
10102	003366		00	05/21/2018	540-1001-454.43-12	A/C REPAIRS	515.00	
						VENDOR TOTAL *	605.00	
0000130	00	GUTH LABORATORIES						
1959589-IN	003397		00	05/22/2018	101-2101-421.43-11	BREATHALYZER SOLUTION	56.57	
						VENDOR TOTAL *	56.57	
0000891	00	HELGET GAS PRODUCTS						
01765274	003431		00	05/23/2018	101-2202-422.61-02	HYDROTEST	15.00	
						VENDOR TOTAL *	15.00	
0002929	00	HERITAGE TRACTOR INC						

PROGRAM: GM339L

AS OF: 05/25/2018 PAYMENT DATE: 05/24/2018

CITY OF EXCELSIOR SPRINGS

VEND NO	SEQ#	VENDOR NAME	BNK	CHECK/DUE	ACCOUNT	ITEM	CHECK	EFT, EPAY OR
INVOICE		VOUCHER P.O.		DATE	NO	DESCRIPTION	AMOUNT	HAND-ISSUED
NO		NO NO						AMOUNT
0002929	00	HERITAGE TRACTOR INC						
10006912		003432	00	05/23/2018	101-2201-422.43-10	OIL CHANGE	29.38	
10005516		003398	00	05/22/2018	210-1001-451.43-11	MISC. SUPPLIES	395.86	
						VENDOR TOTAL *	425.24	
0000178	00	HILLYARD/KANSAS CITY						
3000096361		003367	00	05/21/2018	281-1001-457.61-03	JANITORIAL SUPPLIES	74.10	
602849311		003368	00	05/21/2018	281-1001-457.61-03	JANITORIAL SUPPLIES	401.19	
602905032		003369	00	05/21/2018	281-1001-457.61-03	JANITORIAL SUPPLIES	287.44	
						VENDOR TOTAL *	762.73	
0002436	00	HORSEPLAY						
1248-42		003370	00	05/21/2018	520-1001-432.61-18	WEED KILLER	1,720.00	
						VENDOR TOTAL *	1,720.00	
0001269	00	INTERNATIONAL CODE COUNCIL						
3195719		003371	00	05/21/2018	101-1803-418.67-02	MEMBERSHIP DUES	230.00	
						VENDOR TOTAL *	230.00	
0000336	00	JEFF BOYLE/CODE CONSULTANT SERVICE						
229		003372	00	05/21/2018	220-1001-465.45-10	PLANS REVIEW	675.00	
						VENDOR TOTAL *	675.00	
0000580	00	JOHN'S SUPER						
33		003449	00	05/23/2018	101-2104-421.61-29	PRISONER MEALS	220.08	
						VENDOR TOTAL *	220.08	
0000539	00	KANSAS CITY WINNELSON						
530056 00		003373	00	05/21/2018	520-1001-432.43-22	MISC PARTS	316.60	
528579 00		PI0099 004845	00	05/14/2018	520-1001-432.43-22	VALVE CHECK	1,857.65	
						VENDOR TOTAL *	2,174.25	
0002116	00	KC WIRELESS INC.						
52465		003450	00	05/23/2018	101-2101-421.43-11	RADIO REPAIRS	60.00	
						VENDOR TOTAL *	60.00	
0000631	00	KONE INC.						
1157599003		003374	00	05/21/2018	101-1601-416.43-12	ELEVATOR REPAIRS	440.07	
						VENDOR TOTAL *	440.07	
0002730	00	KONICA MINOLTA PREMIER FINANCE						
357341684		003399	00	05/22/2018	210-1001-451.44-02	COPIER CHARGES	163.97	
357458017		003428	00	05/22/2018	510-1001-433.44-02	LEASE PAYMENT	137.58	
		003428	00	05/22/2018	520-1001-432.44-02	LEASE PAYMENT	137.57	
						VENDOR TOTAL *	439.12	
0003010	00	LIBERTY HOSPITAL URGENT CARE-						
00044480-00		003375	00	05/21/2018	520-1001-432.33-05	DRUG SCREEN	60.00	
						VENDOR TOTAL *	60.00	
0003099	00	LIBERTY SPORTS OFFICIALS						

VEND NO	SEQ#	VENDOR NAME	BNK	CHECK/DUE	ACCOUNT	ITEM	CHECK	EFT, EPAY OR
INVOICE	VOUCHER	P.O.		DATE	NO	DESCRIPTION	AMOUNT	HAND-ISSUED
NO	NO	NO						AMOUNT
0003099	00	LIBERTY SPORTS OFFICIALS						
SUMMER 2018-1	003400		00	05/22/2018	210-1001-451.35-01	OFFICIATING	4,958.75	
						VENDOR TOTAL *	4,958.75	
0000712	00	MANAIRCO						
0067461-IN	003429		00	05/23/2018	540-1001-454.61-03	LIGHTBULBS	177.68	
						VENDOR TOTAL *	177.68	
0002199	00	MEDIACOM						
	003402		00	05/22/2018	210-1001-451.53-01	INTERNET ACCESS	129.95	
						VENDOR TOTAL *	129.95	
0002696	00	METAL CUT TO LENGTH-CLAYCOMO						
30424	003403		00	05/22/2018	210-1001-451.43-25	PIPE	351.18	
						VENDOR TOTAL *	351.18	
0000964	00	MID-AMERICA REGIONAL COUNCIL						
G-I-0008543	003401		00	05/22/2018	211-1001-421.53-01	911 COORDINATION FEE	3,009.19	
G-I-0008553	003428		00	05/22/2018	520-1001-432.33-03	WATER QUALITY EDUCATION	1,150.00	
						VENDOR TOTAL *	4,159.19	
0000611	00	MIDWAY FORD TRUCK CENTER						
R100239439:01	003428		00	05/22/2018	101-3101-431.43-10	PARTS/LABOR	774.48	
						VENDOR TOTAL *	774.48	
0000617	00	MISSISSIPPI LIME						
1375784	PI0098 004837		00	05/14/2018	510-1001-433.61-06	LIME	4,848.53	
						VENDOR TOTAL *	4,848.53	
0002133	00	MO DEPARTMENT OF CORRECTIONS						
9748	003451		00	05/23/2018	210-1001-451.34-18	WORK RELEASE PROGRAM	300.00	
						VENDOR TOTAL *	300.00	
0001269	00	MOCCFOA						
	003433		00	05/23/2018	101-1401-413.67-02	MEMBERSHIP DUES	50.00	
						VENDOR TOTAL *	50.00	
0000585	00	NEWMAN TRAFFIC SIGNS						
TRFINV001812	PI0100 004860		00	05/14/2018	101-3101-431.43-13	SIGN POSTS/BASES	3,092.44	
						VENDOR TOTAL *	3,092.44	
0000554	00	OWEN LUMBER CO						
714536	003405		00	05/22/2018	210-1001-451.43-25	CONCRETE	9.08	
714421	003380		00	05/21/2018	220-1001-465.45-10	LUMBER/MISC	77.48	
714545	003404		00	05/22/2018	220-1001-465.45-10	LUMBER	255.09	
714674	003459		00	05/23/2018	220-1001-465.45-10	TRIM/ADHESIVE	175.51	
714669	003453		00	05/23/2018	510-1001-433.43-12	LUMBER	18.44	
714675	003454		00	05/23/2018	520-1001-432.61-07	MISC TOOLS	43.97	
						VENDOR TOTAL *	579.57	
0002877	00	PIONEER MANUFACTURING COMPANY INC						

VEND NO INVOICE NO	SEQ# VOUCHER NO	VENDOR NAME P.O. NO	BNK CHECK/DUE DATE	ACCOUNT NO	ITEM DESCRIPTION	CHECK AMOUNT	EFT, EPAY OR HAND-ISSUED AMOUNT
0002877 INV677836	00 003406	PIONEER MANUFACTURING COMPANY INC	00 05/22/2018	210-1001-451.43-27	BASE ANCHORS	77.90	
					VENDOR TOTAL *	77.90	
0000647	00 003381	PLATTE-CLAY ELECTRIC	00 05/21/2018	520-1001-432.41-01	ELECTRIC SERVICE	713.71	
					VENDOR TOTAL *	713.71	
0002058 7843968 7811614 7843967 7843966 7843965	00 003428 003407 003428 003428 003428	PRESTO-X LLC	00 05/22/2018 00 05/22/2018 00 05/22/2018 00 05/22/2018 00 05/22/2018	101-1601-416.43-12 101-2101-421.43-12 101-2201-422.43-12 101-2201-422.43-12 281-1001-457.43-12	PEST CONTROL PEST CONTROL PEST CONTROL PEST CONTROL PEST CONTROL	79.00 70.00 32.67 79.00 79.00	
					VENDOR TOTAL *	339.67	
0000370 7100893 7171627	00 003382 003428	QUILL CORP	00 05/21/2018 00 05/22/2018	101-1801-418.60-01 101-1801-418.60-01	OFFICE SUPPLIES INK CARTRIDGES	126.95 85.98	
					VENDOR TOTAL *	212.93	
0001269 3	00 003428	RAB TRENCHLESS SOLUTIONS	00 05/22/2018	520-1001-432.73-00	MATERIAL/LABOR	112,119.02	
					VENDOR TOTAL *	112,119.02	
0001269 10699054	00 003301	REGAL PLASTIC KANSAS CITY	00 05/16/2018	101-1601-416.43-12	MISC SUPPLIES	CHECK #: 121784	124.03-
					VENDOR TOTAL *	.00	124.03-
0002831 INV0060727	00 003455	REJIS COMMISSION	00 05/23/2018	101-2101-421.34-05	LIVESCAN CONNECTION	467.00	
					VENDOR TOTAL *	467.00	
0000232 000023421	00 UT	RONDONUWU, SISCO	00 05/17/2018	510-0000-115.20-01	UB DEPOSIT REFUNDS/INTERE	200.00	
					VENDOR TOTAL *	200.00	
0003020 S1137543.001	00 003383	SCHULTE SUPPLY INC.	00 05/21/2018	510-1001-433.61-18	MARKING FLAGS	280.00	
					VENDOR TOTAL *	280.00	
0000666 61046 61053	00 003408 003456	SCOTT'S BARGAIN BARN	00 05/22/2018 00 05/23/2018	210-1001-451.43-25 510-1001-433.61-18	GAS MIX BRUSHES	40.75 24.00	
					VENDOR TOTAL *	64.75	
0000976 160439-010-10 108532-080-33	00 003457 003458	SHAFFER, KLINE & WARREN	00 05/23/2018 00 05/23/2018	101-3101-431.33-03 520-1001-432.73-00	REVIEW FEES ENGINEERING	600.00 2,252.12	
					VENDOR TOTAL *	2,852.12	
0003042	00	SUBSURFACE SOLUTIONS					

VEND NO	SEQ#	VENDOR NAME	BNK	CHECK/DUE	ACCOUNT	ITEM	CHECK	EFT, EPAY OR
INVOICE	VOUCHER	P.O.		DATE	NO	DESCRIPTION	AMOUNT	HAND-ISSUED
NO	NO	NO						AMOUNT
0003042	00	SUBSURFACE SOLUTIONS						
12448	003428		00	05/22/2018	510-1001-433.43-11	BATTERY	379.97	
						VENDOR TOTAL *	379.97	
0002452	00	SUPERION, LLC						
208547	003384		00	05/21/2018	101-1501-415.43-01	ASP MAINTENANCE	4,699.60	
	003385		00	05/21/2018	510-1001-433.43-01	ASP MAINTENANCE	881.43	
	003386		00	05/21/2018	520-1001-432.43-01	ASP MAINTENANCE	881.43	
						VENDOR TOTAL *	6,462.46	
0001308	00	TAN TARA						
H20870	003409		00	05/22/2018	101-2101-421.67-03	LODGING/CONFERENCE	407.28	
						VENDOR TOTAL *	407.28	
0000756	00	TRIPLE E INC						
4718	003443		00	05/23/2018	101-2201-422.43-10	TIRE CHANGES	210.00	
4669	003438		00	05/23/2018	101-2202-422.43-10	TIRE/MOUNT/BALANCE	122.50	
						VENDOR TOTAL *	332.50	
0000691	00	U.S. POSTMASTER						
	003458		00	05/23/2018	101-1201-412.60-03	STAMPS	130.00	
	003458		00	05/23/2018	101-2101-421.60-03	STAMPS	170.00	
						VENDOR TOTAL *	300.00	
0002488	00	UPS						
000069Y37W198	003410		00	05/22/2018	101-2101-421.60-03	SHIPPING FEE	10.16	
						VENDOR TOTAL *	10.16	
0001032	00	UTILITY SERVICE CO., INC.						
447597	003387		00	05/21/2018	510-1001-433.43-21	TANK MAINTENANCE	81,818.00	
						VENDOR TOTAL *	81,818.00	
0002579	00	WALKER UNIFORMS						
2456092	003411		00	05/22/2018	101-2101-421.42-01	MATS, MOPS, TOWELS	69.27	
	003414		00	05/22/2018	101-2101-421.42-01	MATS, MOPS, TOWELS	69.27	
	003412		00	05/22/2018	101-2104-421.61-25	MATS, MOPS, TOWELS	62.41	
2453071	003413		00	05/22/2018	101-2104-421.61-25	MATS, MOPS, TOWELS	89.72	
2453075	003388		00	05/21/2018	281-1001-457.61-04	MATS, MOPS, TOWELS	58.81	
						VENDOR TOTAL *	349.48	
0002038	00	WALMART COMMUNITY BRC						
07858	002913		00	04/24/2018	101-1401-413.29-05	MISC SUPPLIES	36.71	
09379	002998		00	05/01/2018	101-1601-416.60-20	SCREEN/DOOR	13.84	
00064	003042		00	05/02/2018	101-2101-421.61-03	JANITORIAL/MISC	65.47	
	003043		00	05/02/2018	101-2101-421.60-20	JANITORIAL/MISC	5.61	
	003044		00	05/02/2018	101-2101-421.43-10	JANITORIAL/MISC	11.74	
05037	003230		00	05/08/2018	101-2101-421.61-07	MICROWAVE	139.00	
01556	003305		00	05/14/2018	101-2101-421.61-03	JANITORIAL/OFFICE SUPPLY	10.32	
02233	003227		00	05/08/2018	101-2103-421.61-03	MISC SUPPLIES	23.88	
	003228		00	05/08/2018	101-2103-421.61-27	MISC SUPPLIES	96.83	

VEND NO	SEQ#	VENDOR NAME	BNK	CHECK/DUE	ACCOUNT	ITEM	CHECK	EFT, EPAY OR
INVOICE	VOUCHER	P.O.		DATE	NO	DESCRIPTION	AMOUNT	HAND-ISSUED
NO	NO	NO						AMOUNT
<hr/>								
0002038	00	WALMART COMMUNITY BRC						
	003229		00	05/08/2018	101-2103-421.61-07	MISC SUPPLIES	39.87	
08267	003418		00	05/22/2018	101-2103-421.61-27	ANIMAL FOOD	38.74	
06536	002962		00	04/25/2018	101-2201-422.61-06	CAR WASH/WAX	82.06	
08369	002963		00	04/25/2018	101-2201-422.43-12	BROOM	13.47	
03819	002964		00	04/25/2018	101-2201-422.61-03	CLEANING SUPPLIES	95.82	
	002965		00	04/25/2018	101-2201-422.58-04	CLEANING SUPPLIES	46.70	
01572	003340		00	05/15/2018	101-2201-422.61-03	MISC SUPPLIES	27.20	
	003340		00	05/15/2018	101-2201-422.58-04	MISC SUPPLIES	35.38	
00390	003458		00	05/23/2018	101-2201-422.61-16	VELCRO	17.30	
09810	003107		00	05/04/2018	101-3101-431.61-18	MEALS	48.00	
04075	003203		00	05/08/2018	101-6701-467.43-10	MISC PARTS	32.90	
02536	002908		00	04/23/2018	210-1001-451.61-15	MISC SUPPLIES	19.97	
	002908		00	04/23/2018	210-1001-451.61-03	MISC SUPPLIES	72.47	
01272	002908		00	04/23/2018	210-1001-451.61-03	RETURNS	42.89	
04352	002908		00	04/23/2018	210-1001-451.61-15	MISC SUPPLIES	31.40	
02925	003203		00	05/08/2018	210-1001-451.60-01	OFFICE SUPPLIES	10.76	
01818	003203		00	05/08/2018	210-1001-451.60-01	OFFICE SUPPLIES	128.88	
	003203		00	05/08/2018	210-1001-451.43-25	OFFICE SUPPLIES	72.84	
	003203		00	05/08/2018	210-1001-451.61-03	OFFICE SUPPLIES	7.97	
05032	003321		00	05/14/2018	210-1001-451.61-03	MISC SUPPLIES	65.10	
	003322		00	05/14/2018	210-1001-451.61-15	MISC SUPPLIES	82.25	
02141	002893		00	04/23/2018	281-1001-457.61-15	MISC SUPPLIES	129.94	
08770	003264		00	05/09/2018	281-1001-457.60-01	BATTERIES	23.56	
03122	003305		00	05/14/2018	281-1001-457.61-15	MISC SUPPLIES	63.07	
06797	002998		00	05/01/2018	510-1001-433.61-03	JANITORIAL SUPPLIES	27.32	
08947	002998		00	05/01/2018	510-1001-433.61-03	OFFICE/JANITORIAL SUPPLY	31.67	
08321	003203		00	05/08/2018	510-1001-433.60-01	OFFICE SUPPLIES	27.31	
02086	002966		00	04/25/2018	520-1001-432.43-11	MISC PARTS/MATERIAL	71.33	
04880	003305		00	05/14/2018	520-1001-432.60-01	JANITORIAL/OFFICE SUPPLY	64.12	
VENDOR TOTAL *							1,767.91	
0001944	00	WESTLAKE HARDWARE						
6955606/506325	003390		00	05/21/2018	101-1601-416.43-12	MISC SUPPLIES	11.98	
6955584/506337	003441		00	05/23/2018	101-2201-422.43-11	DRILL BITS	26.99	
6955646/506325	003458		00	05/23/2018	101-3101-431.43-15	MULCH	58.42	
	003459		00	05/23/2018	101-3101-431.43-15	ALGAE GUARD/PAINT	22.99	
6955527/512622	003419		00	05/22/2018	210-1001-451.43-25	KEYS	3.98	
6955569/512622	003420		00	05/22/2018	210-1001-451.43-12	MISC SUPPLIES	5.00	
	003421		00	05/22/2018	210-1001-451.43-11	MISC SUPPLIES	4.49	
	003422		00	05/22/2018	210-1001-451.62-02	MISC SUPPLIES	35.18	
6955652/506325	003459		00	05/23/2018	220-1001-465.45-10	ALGAE GUARD/PAINT	81.98	
6955505/506325	003389		00	05/21/2018	281-1001-457.61-03	KEYS	11.94	
6955622/506325	003428		00	05/22/2018	510-1001-433.43-11	SHOVELS/WEEDEATER	162.00	
	003428		00	05/22/2018	510-1001-433.61-07	SHOVELS/WEEDEATER	383.99	
6955603/506325	003428		00	05/22/2018	520-1001-432.61-18	MISC MATERIAL	15.96	
VENDOR TOTAL *							824.90	
0002348	00	ZOLL MEDICAL CORPORATION						
2686737	003442		00	05/23/2018	101-2202-422.61-02	EMS SUPPLIES	375.00	

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PAYMENT DATE: 05/24/2018

CITY OF EXCELSIOR SPRINGS

VEND NO	SEQ#	VENDOR NAME	BNK CHECK/DUE	ACCOUNT	ITEM	CHECK	EFT, EPAY OR
INVOICE	VOUCHER	P.O.	DATE	NO	DESCRIPTION	AMOUNT	HAND-ISSUED
NO	NO	NO					AMOUNT

0002348 00 ZOLL MEDICAL CORPORATION

VENDOR TOTAL *	375.00	
HAND ISSUED TOTAL ***		124.03- VOID CHECK
TOTAL EXPENDITURES ****	294,674.41	124.03-
GRAND TOTAL *****		294,550.38

VEND NO	SEQ#	VENDOR NAME	INVOICE NO	VOUCHER NO	P.O. NO	BNK CHECK/DUE DATE	ACCOUNT NO	ITEM DESCRIPTION	CHECK AMOUNT	EFT, EPAY OR HAND-ISSUED AMOUNT
0000417	00	ALTERATIONS & CUSTOM SEWING		003729		00 05/30/2018	101-2201-422.42-01	UNIFORM ALTERATIONS	144.08	
								VENDOR TOTAL *	144.08	
0000346	00	AXA EQUITABLE		003741		00 05/30/2018	780-0000-217.09-00	MONTHLY PREMIUM	750.00	
								VENDOR TOTAL *	750.00	
0000724	00	AXA EQUITABLE LIFE INSURANCE CO.		003741		00 05/30/2018	780-0000-217.34-00	MONTHLY PREMIUM	21.75	
								VENDOR TOTAL *	21.75	
0002659	00	BLUE CROSS BLUE SHIELD OF KC		003742		00 05/30/2018	780-0000-217.36-00	HEALTH INSURANCE	130,064.31	
				003743		00 05/30/2018	780-0000-217.38-00	HEALTH INSURANCE	21,677.50	
				003744		00 05/30/2018	780-0000-217.40-00	HEALTH INSURANCE	12,937.30	
								VENDOR TOTAL *	164,679.11	
0002289	00	CARDMEMBER SERVICE		003570		00 05/24/2018	101-1101-411.60-01	MEALS/TRAINING/MISC.	29.99	
				003572		00 05/24/2018	101-1101-411.58-04	MEALS/TRAINING/MISC.	25.00	
				003537		00 05/24/2018	101-1201-412.60-01	MEALS/TRAINING/MISC.	18.91	
				003538		00 05/24/2018	101-1201-412.60-01	MEALS/TRAINING/MISC.	15.24	
				003531		00 05/24/2018	101-1401-413.69-02	MEALS/TRAINING/MISC.	75.85	
				003534		00 05/24/2018	101-1401-413.29-05	MEALS/TRAINING/MISC.	45.00	
				003582		00 05/24/2018	101-1401-413.58-01	MEALS/TRAINING/MISC.	125.30	
				003527		00 05/24/2018	101-1501-415.60-01	MEALS/TRAINING/MISC.	9.98	
				003528		00 05/24/2018	101-1501-415.60-01	MEALS/TRAINING/MISC.	9.17	
				003529		00 05/24/2018	101-1501-415.58-01	MEALS/TRAINING/MISC.	608.04	
				003530		00 05/24/2018	101-1501-415.58-04	MEALS/TRAINING/MISC.	57.55	
				003688		00 05/29/2018	101-1502-415.34-04	COMPUTER PROGRAMMING	235.76	
				003535		00 05/24/2018	101-1601-416.43-12	MEALS/TRAINING/MISC.	124.03	
				003571		00 05/24/2018	101-1801-418.67-01	MEALS/TRAINING/MISC.	288.40	
				003565		00 05/24/2018	101-1803-418.60-03	MEALS/TRAINING/MISC.	15.55	
				003566		00 05/24/2018	101-1803-418.60-01	MEALS/TRAINING/MISC.	2.53	
				003567		00 05/24/2018	101-1803-418.64-00	MEALS/TRAINING/MISC.	18.23	
				003568		00 05/24/2018	101-1803-418.53-02	MEALS/TRAINING/MISC.	29.30	
				003569		00 05/24/2018	101-1803-418.61-07	MEALS/TRAINING/MISC.	134.32	
				003536		00 05/24/2018	101-2101-421.61-07	MEALS/TRAINING/MISC.	256.95	
				003539		00 05/24/2018	101-2101-421.60-01	MEALS/TRAINING/MISC.	15.04	
				003540		00 05/24/2018	101-2101-421.43-12	MEALS/TRAINING/MISC.	191.84	
				003541		00 05/24/2018	101-2101-421.67-03	MEALS/TRAINING/MISC.	259.98	
				003542		00 05/24/2018	101-2101-421.43-09	MEALS/TRAINING/MISC.	299.99	
				003543		00 05/24/2018	101-2101-421.60-01	MEALS/TRAINING/MISC.	24.50	
				003544		00 05/24/2018	101-2101-421.67-03	MEALS/TRAINING/MISC.	250.00	
				003545		00 05/24/2018	101-2101-421.67-03	MEALS/TRAINING/MISC.	250.00	
				003546		00 05/24/2018	101-2101-421.60-01	MEALS/TRAINING/MISC.	32.45	
				003547		00 05/24/2018	101-2101-421.61-07	MEALS/TRAINING/MISC.	131.85	
				003549		00 05/24/2018	101-2101-421.34-01	MEALS/TRAINING/MISC.	13.70	
				003550		00 05/24/2018	101-2101-421.60-01	MEALS/TRAINING/MISC.	7.96	

VEND NO	SEQ#	VENDOR NAME	INVOICE NO	VOUCHER NO	P.O. NO	BNK CHECK/DUE DATE	ACCOUNT NO	ITEM DESCRIPTION	CHECK AMOUNT	EFT, EPAY OR HAND-ISSUED AMOUNT
0002289	00	CARDMEMBER SERVICE								
		003551	00	05/24/2018		101-2101-421.43-10		MEALS/TRAINING/MISC.	32.20	
		003552	00	05/24/2018		101-2101-421.43-09		MEALS/TRAINING/MISC.	5.99	
		003553	00	05/24/2018		101-2101-421.34-01		MEALS/TRAINING/MISC.	25.00	
		003554	00	05/24/2018		101-2101-421.43-10		MEALS/TRAINING/MISC.	17.47	
		003555	00	05/24/2018		101-2101-421.60-01		MEALS/TRAINING/MISC.	24.99	
		003556	00	05/24/2018		101-2101-421.67-03		MEALS/TRAINING/MISC.	25.00	
		003557	00	05/24/2018		101-2101-421.61-07		MEALS/TRAINING/MISC.	209.70	
		003558	00	05/24/2018		101-2101-421.60-01		MEALS/TRAINING/MISC.	13.32	
		003559	00	05/24/2018		101-2101-421.60-01		MEALS/TRAINING/MISC.	19.35	
		003583	00	05/24/2018		101-2101-421.61-04		MEALS/TRAINING/MISC.	36.78	
		003580	00	05/24/2018		101-2201-422.67-02		MEALS/TRAINING/MISC.	50.00	
		003562	00	05/24/2018		101-2202-422.67-01		MEALS/TRAINING/MISC.	310.00	
		003563	00	05/24/2018		101-2202-422.67-01		MEALS/TRAINING/MISC.	250.00	
		003564	00	05/24/2018		101-2202-422.67-01		MEALS/TRAINING/MISC.	25.00	
		003575	00	05/24/2018		101-3101-431.42-02		MEALS/TRAINING/MISC.	44.46	
		003487	00	05/24/2018		210-1001-451.61-15		MEALS/TRAINING/MISC.	98.91-	
		003488	00	05/24/2018		210-1001-451.43-10		MEALS/TRAINING/MISC.	12.25	
		003489	00	05/24/2018		210-1001-451.58-04		MEALS/TRAINING/MISC.	11.19	
		003490	00	05/24/2018		210-1001-451.58-04		MEALS/TRAINING/MISC.	13.16	
		003491	00	05/24/2018		210-1001-451.54-00		MEALS/TRAINING/MISC.	398.91	
		003492	00	05/24/2018		210-1001-451.60-01		MEALS/TRAINING/MISC.	1,199.89	
		003493	00	05/24/2018		210-1001-451.34-04		MEALS/TRAINING/MISC.	24.75	
		003494	00	05/24/2018		210-1001-451.43-11		MEALS/TRAINING/MISC.	207.99	
		003495	00	05/24/2018		210-1001-451.55-00		MEALS/TRAINING/MISC.	216.16	
		003496	00	05/24/2018		210-1001-451.61-15		MEALS/TRAINING/MISC.	67.24	
		003497	00	05/24/2018		210-1001-451.43-11		MEALS/TRAINING/MISC.	13.98	
		003498	00	05/24/2018		210-1001-451.34-04		MEALS/TRAINING/MISC.	15.00	
		003499	00	05/24/2018		210-1001-451.55-00		MEALS/TRAINING/MISC.	235.05	
		003500	00	05/24/2018		210-1001-451.55-00		MEALS/TRAINING/MISC.	841.55	
		003501	00	05/24/2018		210-1001-451.72-00		MEALS/TRAINING/MISC.	78.06	
		003502	00	05/24/2018		210-1001-451.43-11		MEALS/TRAINING/MISC.	6.99	
		003503	00	05/24/2018		210-1001-451.43-11		MEALS/TRAINING/MISC.	12.99	
		003504	00	05/24/2018		210-1001-451.43-11		MEALS/TRAINING/MISC.	4.99-	
		003505	00	05/24/2018		210-1001-451.72-00		MEALS/TRAINING/MISC.	71.96	
		003506	00	05/24/2018		210-1001-451.55-00		MEALS/TRAINING/MISC.	495.83	
		003507	00	05/24/2018		210-1001-451.61-15		MEALS/TRAINING/MISC.	365.07-	
		003548	00	05/24/2018		212-1001-421.61-07		MEALS/TRAINING/MISC.	431.94	
		003680	00	05/24/2018		220-1001-418.34-03		MEALS/TRAINING/MISC.	89.18	
		003576	00	05/24/2018		250-1001-439.42-02		MEALS/TRAINING/MISC.	44.29	
		003508	00	05/24/2018		281-1001-457.60-01		MEALS/TRAINING/MISC.	71.37	
		003509	00	05/24/2018		281-1001-457.61-07		MEALS/TRAINING/MISC.	59.36	
		003511	00	05/24/2018		281-1001-457.60-01		MEALS/TRAINING/MISC.	110.93	
		003512	00	05/24/2018		281-1001-457.61-15		MEALS/TRAINING/MISC.	452.36	
		003516	00	05/24/2018		281-1001-457.60-01		MEALS/TRAINING/MISC.	100.00	
		003517	00	05/24/2018		281-1001-457.61-15		MEALS/TRAINING/MISC.	16.32	
		003518	00	05/24/2018		281-1001-457.61-15		MEALS/TRAINING/MISC.	71.57	
		003519	00	05/24/2018		281-1001-457.54-00		MEALS/TRAINING/MISC.	200.00	
		003520	00	05/24/2018		281-1001-457.58-04		MEALS/TRAINING/MISC.	48.57	
		003521	00	05/24/2018		281-1001-457.60-01		MEALS/TRAINING/MISC.	778.98	

VEND NO INVOICE NO	SEQ#	VENDOR NAME VOUCHER P.O. NO NO	BNK CHECK/DUE DATE	ACCOUNT NO	ITEM DESCRIPTION	CHECK AMOUNT	EFT, EPAY OR HAND-ISSUED AMOUNT
0002289	00	CARDMEMBER SERVICE					
	003522	00 05/24/2018	281-1001-457.60-01	MEALS/TRAINING/MISC.	34.99		
	003523	00 05/24/2018	281-1001-457.60-01	MEALS/TRAINING/MISC.	48.99		
	003524	00 05/24/2018	281-1001-457.60-01	MEALS/TRAINING/MISC.	5.64		
	003525	00 05/24/2018	281-1001-457.61-15	MEALS/TRAINING/MISC.	199.95		
	003526	00 05/24/2018	281-1001-457.61-15	MEALS/TRAINING/MISC.	199.95		
	003581	00 05/24/2018	281-1001-457.61-07	MEALS/TRAINING/MISC.	84.99		
	003681	00 05/25/2018	281-1001-457.61-15	MEALS/TRAINING/MISC.	16.00		
	003681	00 05/25/2018	281-1001-457.60-01	MEALS/TRAINING/MISC.	55.00		
	003681	00 05/25/2018	281-1001-457.60-01	MEALS/TRAINING/MISC.	76.99		
	003681	00 05/25/2018	281-1001-457.61-03	MEALS/TRAINING/MISC.	29.41		
	003681	00 05/25/2018	281-1001-457.61-03	MEALS/TRAINING/MISC.	642.39		
	003514	00 05/24/2018	281-1005-457.61-06	MEALS/TRAINING/MISC.	299.55		
	003515	00 05/24/2018	281-1005-457.61-15	MEALS/TRAINING/MISC.	25.29		
	003510	00 05/24/2018	281-1006-457.61-15	MEALS/TRAINING/MISC.	23.90		
	003513	00 05/24/2018	281-1006-457.61-15	MEALS/TRAINING/MISC.	54.94		
	003560	00 05/24/2018	510-1001-433.61-18	MEALS/TRAINING/MISC.	24.97		
	003561	00 05/24/2018	510-1001-433.43-10	MEALS/TRAINING/MISC.	114.76		
	003578	00 05/24/2018	510-1001-433.42-02	MEALS/TRAINING/MISC.	44.46		
	003579	00 05/24/2018	510-1001-433.61-07	MEALS/TRAINING/MISC.	147.79		
	003573	00 05/24/2018	520-1001-432.60-01	MEALS/TRAINING/MISC.	297.73		
	003574	00 05/24/2018	520-1001-432.60-03	MEALS/TRAINING/MISC.	70.05		
	003577	00 05/24/2018	520-1001-432.42-02	MEALS/TRAINING/MISC.	44.46		
	003532	00 05/24/2018	540-1001-454.67-02	MEALS/TRAINING/MISC.	20.00		
	003533	00 05/24/2018	540-1001-454.67-01	MEALS/TRAINING/MISC.	75.00		
				VENDOR TOTAL *	13,257.72		
0000232	00	CARPENTER, JAMES & SAUNDRA					
000015783	UT	00 05/23/2018	510-0000-115.20-01	UB CR REFUND-FINALS	15.30		
				VENDOR TOTAL *	15.30		
0000211	00	CENTRAL STATES BEVERAGE COMPANY					
1875201	003461	00 05/24/2018	530-1004-455.46-00	BEER	427.00		
1868307	003462	00 05/24/2018	530-1004-455.46-00	BEER	640.50		
				VENDOR TOTAL *	1,067.50		
0001767	00	CLAY COUNTY TREASURER					
	003730	00 05/30/2018	292-1001-465.69-85	WAL-MART TIF DISTRIBUTION	66,999.75		
				VENDOR TOTAL *	66,999.75		
0000376	00	COCA-COLA					
5781202599	003732	00 05/30/2018	530-1004-455.46-00	SOFTDRINKS	254.96		
5781202601	003733	00 05/30/2018	530-1004-455.46-00	SOFTDRINKS	150.00-		
				VENDOR TOTAL *	104.96		
0000232	00	CREASON, MELISSA R					
000020229	UT	00 05/23/2018	510-0000-115.20-01	UB CR REFUND-FINALS	18.58		
				VENDOR TOTAL *	18.58		
0002616	00	CYBERGOLF					

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VEND NO	SEQ#	VENDOR NAME	BNK	CHECK/DUE	ACCOUNT	ITEM	CHECK	EFT, EPAY OR
INVOICE		VOUCHER P.O.		DATE	NO	DESCRIPTION	AMOUNT	HAND-ISSUED
NO		NO NO						AMOUNT
0002616	00	CYBERGOLF						
SI-01374		003463	00	05/24/2018	530-1001-455.67-02	WEBSITE HOSTING	1,800.00	
SI-01322		003464	00	05/24/2018	530-1001-455.67-02	WEBSITE HOSTING	50.00	
						VENDOR TOTAL *	1,850.00	
0000719	00	DELTA DENTAL OF MO						
		003745	00	05/30/2018	780-0000-217.35-00	DENTAL PREMIUM	7,924.06	
		003745	00	05/30/2018	780-0000-217.41-00	DENTAL PREMIUM	1,300.60	
						VENDOR TOTAL *	9,224.66	
0002128	00	ED M. FELD EQUIPMENT COMPANY, INC.						
0329455-IN		003729	00	05/30/2018	101-2201-422.61-07	GLOVES/HOODS	165.00	
						VENDOR TOTAL *	165.00	
0003156	00	ENERFAB POWER & INDUSTRIAL, INC.						
90441277		003694	00	05/30/2018	520-1001-432.43-22	MATERIAL/LABOR	1,127.61	
						VENDOR TOTAL *	1,127.61	
0002504	00	EZ QUICK LUBE						
76484		003729	00	05/30/2018	101-2202-422.62-02	OIL CHANGE	73.00	
						VENDOR TOTAL *	73.00	
0001172	00	FIDELITY SECURITY LIFE INS./EYEMED						
163515277		003745	00	05/30/2018	780-0000-217.39-00	VISION PREMIUM	440.92	
		003745	00	05/30/2018	780-0000-217.42-00	VISION PREMIUM	409.50	
		003745	00	05/30/2018	780-0000-217.40-00	VISION PREMIUM	47.63	
						VENDOR TOTAL *	898.05	
0001327	00	FIRE PETTY CASH						
		003729	00	05/30/2018	101-2201-422.58-04	MEALS	181.94	
						VENDOR TOTAL *	181.94	
0001355	00	FTC EQUIPMENT, LLC						
11669		PI0101 004855	00	05/24/2018	520-1001-432.43-22	PARTS/LABOR	7,585.35	
						VENDOR TOTAL *	7,585.35	
0000891	00	HELGET GAS PRODUCTS						
01768339		003729	00	05/30/2018	101-2202-422.61-02	HYDROTEST	15.00	
						VENDOR TOTAL *	15.00	
0002929	00	HERITAGE TRACTOR INC						
10012216		003683	00	05/25/2018	210-1001-451.43-11	MISC SUPPLIES	214.70	
						VENDOR TOTAL *	214.70	
0000178	00	HILLYARD/KANSAS CITY						
602989087		003684	00	05/25/2018	281-1001-457.61-03	JANITORIAL SUPPLIES	295.98	
602778515		003685	00	05/25/2018	281-1001-457.61-03	JANITORIAL SUPPLIES	722.20	
700297402		003686	00	05/25/2018	281-1001-457.61-03	JANITORIAL SUPPLIES	98.50	
						VENDOR TOTAL *	1,116.68	
0002436	00	HORSEPLAY						

VEND NO INVOICE NO	SEQ#	VENDOR NAME VOUCHER P.O. NO NO	BNK CHECK/DUE DATE	ACCOUNT NO	ITEM DESCRIPTION	CHECK AMOUNT	EFT, EPAY OR HAND-ISSUED AMOUNT
0002436	00	HORSEPLAY					
9250-10		003696	00 05/30/2018	510-1001-433.61-06	WEED KILLER	32.50	
9250-17		003695	00 05/30/2018	520-1001-432.61-06	WEED KILLER	94.50	
					VENDOR TOTAL *	127.00	
0000234	00	HUMANA					
		003729	00 05/30/2018	101-0000-115.01-00	OVERPAYMENT	435.37	
					VENDOR TOTAL *	435.37	
0000739	00	ICMA RETIREMENT TRUST					
		003745	00 05/30/2018	780-0000-217.07-00	EMPLOYEE CONTRIBUTIONS	2,352.08	
					VENDOR TOTAL *	2,352.08	
0000580	00	JOHN'S SUPER					
52		003465	00 05/24/2018	530-1004-455.46-00	FOOD	13.39	
47		003466	00 05/24/2018	530-1004-455.46-00	FOOD	32.90	
48		003734	00 05/30/2018	530-1004-455.46-00	FOOD	26.78	
230		003736	00 05/30/2018	530-1004-455.46-00	FOOD	53.56	
					VENDOR TOTAL *	126.63	
0003101	00	JOHNSON HEALTH TECH NA, INC.					
9002188889		003686	00 05/25/2018	281-1001-457.43-02	TREADMILL REPAIRS	289.27	
					VENDOR TOTAL *	289.27	
0000120	00	KEYSTONE LABORATORIES, INC.					
1B03893		003697	00 05/30/2018	520-1001-432.34-01	MONTHLY TESTING	222.20	
					VENDOR TOTAL *	222.20	
0002730	00	KONICA MINOLTA PREMIER FINANCE					
357906650		003698	00 05/30/2018	520-1001-432.44-02	LEASE ON COPIER	622.52	
					VENDOR TOTAL *	622.52	
0000831	00	LAGERS					
		003699	00 05/30/2018	780-0000-217.51-00	RETIREMENT CONTRIBUTIONS	30,853.01	
					VENDOR TOTAL *	30,853.01	
0002067	00	LINCOLN NATIONAL LIFE INSURANCE CO					
		003745	00 05/30/2018	780-0000-217.36-00	LDT PREMIUMS	86.43	
					VENDOR TOTAL *	86.43	
0000611	00	MIDWAY FORD TRUCK CENTER					
100240143:01		003700	00 05/30/2018	101-6701-467.43-10	PARTS/LABOR	1,785.75	
					VENDOR TOTAL *	1,785.75	
0002248	00	MILLET GOLF CARS, INC.					
18410		003467	00 05/24/2018	530-1001-455.44-04	CART RENTAL	160.00	
					VENDOR TOTAL *	160.00	
0003169	00	MISSOURI TURF PAINT & FIELD GRAPHIC					
8958		003468	00 05/24/2018	530-1001-455.43-24	PAINT	164.97	

VEND NO	SEQ#	VENDOR NAME	INVOICE NO	VOUCHER P.O. NO	BNK CHECK/DUE DATE	ACCOUNT NO	ITEM DESCRIPTION	CHECK AMOUNT	EFT, EPAY OR HAND-ISSUED AMOUNT
0003169	00	MISSOURI TURF PAINT & FIELD GRAPHIC							
							VENDOR TOTAL *	164.97	
0000232	00	MITCHELL, MELLISSA LYNEA							
000023171	UT				00 05/23/2018	510-0000-115.20-01	UB CR REFUND-FINALS	41.83	
							VENDOR TOTAL *	41.83	
0002140	00	NORTH KANSAS CITY BEVERAGE CO., INC.							
388384	003469				00 05/24/2018	530-1004-455.46-00	BEER	1,049.50	
10000304	003470				00 05/24/2018	530-1004-455.46-00	BEER	575.70	
388711	003471				00 05/24/2018	530-1004-455.46-00	BEER	56.40	
10001106	003737				00 05/30/2018	530-1004-455.46-00	BEER	752.00	
							VENDOR TOTAL *	2,433.60	
0003090	00	NU LOOK CAR CARE INC							
0355000425	003701				00 05/30/2018	510-1001-433.62-01	CAR WASH	124.80	
							VENDOR TOTAL *	124.80	
0000232	00	PHELPS, JOHNNI B							
000022883	UT				00 05/23/2018	510-0000-115.20-01	UB CR REFUND-FINALS	21.29	
							VENDOR TOTAL *	21.29	
0001269	00	PRECISION GLASS SERVICES							
22080	003686				00 05/25/2018	281-1001-457.43-12	MIRROR	486.72	
							VENDOR TOTAL *	486.72	
0000887	00	PRICE CHOPPER							
32932	003738				00 05/30/2018	530-1004-455.46-00	FOOD	39.88	
							VENDOR TOTAL *	39.88	
0003058	00	PROFESSIONAL TURF PRODUCTS, LP							
1416714-00	003472				00 05/24/2018	530-1001-455.43-11	BLADES	124.24	
							VENDOR TOTAL *	124.24	
0001372	00	R & R PRODUCTS, INC.							
CD2232108	003473				00 05/24/2018	530-1001-455.43-24	WATERING SYSTEM REPAIRS	292.19	
CD2233945	003739				00 05/30/2018	530-1001-455.43-24	VALVE	182.88	
							VENDOR TOTAL *	475.07	
0000536	00	RAY-CARROLL FUELS, LLC.							
2187092	003474				00 05/24/2018	530-1001-455.62-01	FUEL	48.50	
							VENDOR TOTAL *	48.50	
0000092	00	REPUBLIC SERVICES #468							
MAY 18	003475				00 05/24/2018	550-1001-434.40-02	RESIDENTIAL REFUSE	63,115.13	
0468-002872823	003714				00 05/30/2018	550-1001-434.34-18	MATTRESS DUMPSTER	175.00	
							VENDOR TOTAL *	63,290.13	
0000232	00	RUTH, WALTER E							
000014531	UT				00 05/23/2018	510-0000-115.20-01	UB CR REFUND-FINALS	12.47	

VEND NO INVOICE NO	SEQ# VOUCHER NO	VENDOR NAME P.O. NO	BNK CHECK/DUE DATE	ACCOUNT NO	ITEM DESCRIPTION	CHECK AMOUNT	EFT, EPAY OR HAND-ISSUED AMOUNT
0000232	00	RUTH, WALTER E					
					VENDOR TOTAL *	12.47	
0003017 45914	00	S & S PRINTING 003715	00 05/30/2018	520-1001-432.60-20	BUSINESS CARDS	35.00	
					VENDOR TOTAL *	35.00	
0000568	00	SAMS CLUB MASTERCARD					
		003476	00 05/24/2018	530-1001-455.43-24	FLOWERS	149.70	
		003478	00 05/24/2018	530-1001-455.43-24	FLOWERS/SOIL	59.37	
		003479	00 05/24/2018	530-1001-455.43-24	FLOWERS/SOIL	6.54	
		003480	00 05/24/2018	530-1001-455.43-24	FLOWERS/SOIL	14.07	
03551		003483	00 05/24/2018	530-1003-455.46-00	CIGARETTES	56.22	
04242		003477	00 05/24/2018	530-1004-455.46-00	FOOD	673.34	
04362		003481	00 05/24/2018	530-1004-455.46-00	FOOD	475.66	
04363		003482	00 05/24/2018	530-1004-455.61-03	JANITORIAL	33.96	
					VENDOR TOTAL *	1,468.86	
0000666	00	SCOTT'S BARGAIN BARN					
61055		003717	00 05/30/2018	510-1001-433.61-03	JANITORIAL SUPPLIES	26.28	
61024		003716	00 05/30/2018	520-1001-432.43-11	TIRE/PARTS	25.50	
					VENDOR TOTAL *	51.78	
0002951 12437	00	SFS ARCHITECTURE, INC. 003718	00 05/30/2018	380-1001-457.33-03	ARCHITECTURAL SERVICE	4,861.00	
					VENDOR TOTAL *	4,861.00	
0001269 86047102	00	SITEONE LANDSCAPE SUPPLY 003719	00 05/30/2018	101-3101-431.43-15	MISC PARTS	26.87	
					VENDOR TOTAL *	26.87	
0001093 1565	00	STANLEY REFRIGERATION 003740	00 05/30/2018	530-1001-455.43-12	A/C REPAIRS	105.00	
					VENDOR TOTAL *	105.00	
0002435 257027488	00	SYSCO OF KANSAS CITY 003484	00 05/24/2018	530-1004-455.46-00	FOOD	847.32	
					VENDOR TOTAL *	847.32	
0001269	00	TARAN SVOBODA					
		003720	00 05/30/2018	101-1201-412.58-03	FUEL REIMBURSEMENT	45.01	
		003721	00 05/30/2018	101-1201-412.58-04	MEALS/REIMBURSEMENT	193.37	
					VENDOR TOTAL *	238.38	
0000232 000024021	00	TAYLOR, TWILA D UT	00 05/23/2018	510-0000-115.20-01	UB CR REFUND-FINALS	139.74	
					VENDOR TOTAL *	139.74	
0002158 905918892	00	TITLEIST 003485	00 05/24/2018	530-1003-455.46-00	GOLF BALLS	119.00	

PREPARED 05/31/2018, 8:16:34  
 PROGRAM: GM339L  
 CITY OF EXCELSIOR SPRINGS

EXPENDITURE APPROVAL LIST  
 AS OF: 06/01/2018 PAYMENT DATE: 05/31/2018

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VEND NO	SEQ#	VENDOR NAME	BNK	CHECK/DUE	ACCOUNT	ITEM	CHECK	EFT, EPAY OR
INVOICE	VOUCHER	P.O.		DATE	NO	DESCRIPTION	AMOUNT	HAND-ISSUED
NO	NO	NO						AMOUNT
0002158	00	TITLEIST						
						VENDOR TOTAL *	119.00	
0003109	00	TOSHIBA FINANCIAL SERVICES						
68375735	003686	00 05/25/2018	281-1001-457.55-00	LEASE ON COPIER		657.57		
						VENDOR TOTAL *	657.57	
0000756	00	TRIPLE E INC						
4752	003729	00 05/30/2018	101-2202-422.43-10	BRAKE REPAIRS		559.00		
						VENDOR TOTAL *	559.00	
0002670	00	TURFWERKS						
W112048	003735	00 05/30/2018	530-1001-455.43-11	PRIMER		48.43		
						VENDOR TOTAL *	48.43	
0001216	00	TYLER TECHNOLOGIES						
025-223178	003722	00 05/30/2018	101-1201-412.43-01	CASH COLLECTION MAINT.		502.81		
						VENDOR TOTAL *	502.81	
0002829	00	UNUM LIFE INSURANCE COMPANY						
	003745	00 05/30/2018	780-0000-217.37-00	PREMIUMS WITHHELD		850.81		
						VENDOR TOTAL *	850.81	
0002579	00	WALKER UNIFORMS						
2456094	003686	00 05/25/2018	281-1001-457.61-04	MATS, MOPS, TOWELS		58.81		
						VENDOR TOTAL *	58.81	
0000232	00	WARREN, TREVER W						
000022713	UT	00 05/23/2018	510-0000-115.20-01	UB CR REFUND-FINALS		7.17		
						VENDOR TOTAL *	7.17	
0001944	00	WESTLAKE HARDWARE						
6955724/506325	003728	00 05/30/2018	101-1601-416.43-12	LOCKS		35.96		
6955697/506337	003729	00 05/30/2018	101-2201-422.61-07	CHAINS		449.70		
6955700/506325	003726	00 05/30/2018	101-3101-431.43-14	MISC MATERIAL		7.49		
6955624/506325	003686	00 05/25/2018	281-1001-457.61-03	JANITORIAL SUPPLIES		17.96		
6955677/506325	003725	00 05/30/2018	510-1001-433.43-11	WEEDEATER STRING		39.99		
6955674/506325	003727	00 05/30/2018	520-1001-432.43-11	FASTENERS		7.58		
						VENDOR TOTAL *	558.68	
						TOTAL EXPENDITURES ****	384,970.73	
						GRAND TOTAL *****		384,970.73

Account	Description
101-1001	General - Administration
101-1201	General - Municipal Court
101-1204	General - Prisoner Expense (post-court)
101-1401	General - City Manager and Council
101-1501	General - Finance
101-1502	General - Network Expense
101-1601	General - Hall of Waters
101-1801	General - Community Development - Administration
101-1802	General - Community Development - Planning
101-1803	General - Community Development - Inspections
101-1901	General - Human Resources
101-2101	General - Police Administration
101-2103	General - Animal Control
101-2104	General - Prisoner Expense (pre-court)
101-2201	General - Fire
101-2202	General - EMS
101-3101	General - Streets
101-6701	General - Transportation (OMNI)
101-6703	General - Transportation Dispatch
210-1001	Parks and Recreation - Administration
210-4401	Parks and Recreation - Senior Center
211-1001	E-911 Phone Tax
212-1001	Federal Forfeitures
220-1001	Capital Improvements
230-1001	Transportation Trust
240-1001	Neighborhood Improvement Fund
241-1001	Elms Event Fees
250-1001	Construction Services
260-1001	Community Development Block Grant
270-1001	Public Safety Sales Tax
280-1001	Community Center Sales Tax
292-1001	Wal-Mart TIF
293-1001	Paradise Playhouse TIF
294-1001	Vintage Plaza TIF I
295-1001	Elms Hotel TIF
296-1001	Vintage Plaza TIF II
352-1001	Pollution Control Improvements (Bonds)
353-1001	Water System Improvements (Bonds)
380-1001	Community Center Project (Bonds)
405-1001	Debt Service
510-1001	Water
520-1001	Sewer
530-1001	Golf - Administration
530-1003	Golf - Pro Shop
530-1004	Golf - Food and Beverage
540-1001	Airport
550-1001	Refuse
610-1001	Cemetery
720-0000	Special Road District
740-0000	Hospital (Taxes)
780-0000	Payroll Agency Fund