

NOTICE OF MEETING AND BOARD OF ALDERMEN AGENDA



CITY OF OSAGE BEACH BOARD OF ALDERMEN MEETING

1000 City Parkway
Osage Beach, MO 65065
573.302.2000
www.osagebeach.org

TENTATIVE AGENDA

REGULAR MEETING

May 21, 2026 - 5:30 PM
CITY HALL

**** Note:** All cell phones should be turned off or on a silent tone only. If you desire to address the Board, please sign the attendance sheet located at the podium. Agendas are available on the back table in the Council Chambers. Complete meeting packets are available on the City's website at www.osagebeach.org.

CALL TO ORDER

PLEDGE OF ALLEGIANCE

ROLL CALL

CITIZEN'S COMMUNICATIONS

This is a time set aside on the agenda for citizens and visitors to address the Mayor and Board on any topic that is not a public hearing. For those here in person, speakers will be restricted to three minutes unless otherwise permitted. Minutes may not be donated or transferred from one speaker to another.

Any questions or comments for the Mayor and Board may also be sent to the City Clerk at tberreth@osagebeach.org no later than 10:00 AM on the Board's meeting day (the 1st and 3rd Thursday of each month). Submitted questions and comments may be read during the Citizen's Communications section of the agenda.

The Board of Aldermen will not take action on any item not listed on the agenda, nor will it respond to questions, although staff may be directed to respond at a later time. The Mayor and Board of Aldermen welcome and value input and feedback from the public.

Is there anyone here in person who would like to address the Board?

APPROVAL OF CONSENT AGENDA

If the Board desires, the consent agenda may be approved by a single motion.

- ▶ Minutes of Board of Aldermen meeting May 7, 2026 & Special Board of Aldermen meeting May 12, 2026
- ▶ Bills List - May 21, 2026

FINANCIAL UPDATE

UNFINISHED BUSINESS

- A. Bill 26-38 - An ordinance of the City of Osage Beach, Missouri, authorizing the Mayor to Sign Change Order #1 for the Water Main Loop-Golfview Lane to Nichols Road Project for an amount not to exceed \$44,720.00, bringing the total contract cost not to exceed \$422,074.00. *Second Reading*
- B. Bill 26-44 - An ordinance of the City of Osage Beach, Missouri, amending Section 125.120 Attendance and Leaves of the City code as set forth. *Second Reading.*
- C. Bill 26-45 - An ordinance of the City of Osage Beach, Missouri, authorizing the Mayor to sign a contract extension with Lucky 8 LLC for an access agreement. *Second Reading.*
- D. Bill 26-51 - An ordinance of the City of Osage Beach, Missouri, amending Section 245.030, Park Rules and Regulations, Hours; removing Section 210.2330, City Park Hours of Operation. *Second Reading.*
- E. Bill 26-52 - An ordinance of the City of Osage Beach, Missouri, amending Ordinance No. 25.103 Adopting the 2026 Annual Operating Budget requesting an amendment for the Hatchery Road Lakefront Paving Project. *Second Reading.*
- F. Bill 26-53 - An ordinance of the City of Osage Beach, Missouri, authorizing the Mayor to sign a contract with Doctor's at the Lake Inc. for Proctor Road Drainage Improvements in an amount not to exceed \$30,000.00. *Second Reading.*
- G. Bill 26-55 - An ordinance of the City of Osage Beach, Missouri, adopting an amendment to the zoning map of the City of Osage Beach, Missouri by rezoning a parcel of land as described in Rezoning Case #428. *Second Reading.*
- H. Bill 26-56 - An ordinance of the City of Osage Beach, Missouri, adopting an amendment to the zoning map of the City of Osage Beach, Missouri by rezoning a parcel of land as described in Rezoning Case #429. *Second Reading.*
- I. Bill 26-57 - An ordinance of the City of Osage Beach, Missouri, adopting an amendment to the zoning map of the City of Osage Beach, Missouri by rezoning a parcel of land as described in Rezoning Case #430. *Second Reading.*
- J. Discussion - Pressure Reducing Valves (PRV)

NEW BUSINESS

- A. Presentation - Sports Feasibility Study Phase 2 Presentation
- B. Bill 26-59 - An ordinance of the City of Osage Beach, Missouri, approving the Petition to establish the 54/42 Junction Osage Beach Community Improvement District, approving a Cooperation Agreement in connection with the development of property within the Community Improvement District, and authorizing and directing further action in connection therewith. *First Reading*
- C. Resolution 2026 -14 — A resolution of the City of Osage Beach, Missouri, stating facts and reasons for the necessity to amend funds for the Fiscal Year 2026 relating to the Dispatch Center Relocation.
- D. Bill 26-60 - An ordinance of the City of Osage Beach, Missouri, amending Ordinance No. 25.103 Adopting the 2026 Annual Operating Budget requesting an amendment for information technology equipment needed for the Dispatch Center Relocation in an amount of \$18,303.48. *First Reading*.
- E. Bill 26-61 - An ordinance of the City of Osage Beach, Missouri, authorizing the Mayor to sign a contract with Total H2O Solutions for the Water & Sewer Service Line Replacement in an amount of \$479,180 with a 5% contingency. *First & Second Reading*
- F. Bill 26-62 - An ordinance of the City of Osage Beach, Missouri, authorizing the Mayor to sign a contract with Vance Brothers for the Pavement Management Micro-Surfacing Maintenance Project in an amount of \$757,427.03 with a 3% contingency. *First Reading*.
- G. Bill 26-63 - An ordinance of the City of Osage Beach, Missouri, authorizing the Mayor to sign a contract with MainStreet Asphalt Maintenance LLC for the Pavement Resurfacing Project in an amount of \$155,821.20 with a 15% contingency. *First Reading*.
- H. Motion to approve work order SMP-2026-01 with Burns & McDonnell Engineering Company for the Sanitary Sewer Master Plan in an amount not to exceed \$700,000.
- I. Motion to approve the Mayor signing the Lions Road Right of Way Plat on behalf of the City of Osage Beach.
- J. Motion to approve the purchase of standard parts and supplies to restock inventory for sewer stations from Municipal Equipment and Core & Main for an amount not to exceed \$614,549.33.
- K. Motion to re-appoint a member to the Board of Appeals by Mayor Ross.
- L. Motion to re-appoint a member to the Board of Adjustments by Mayor Ross.
- M. Motion to re-appoint 2 members and appoint 1 new member to the Planning and Zoning Commission by Mayor Ross.
- N. Motion by a Board member to appoint a Board Member to the Planning and Zoning Commission.
- O. Motion to appoint a Board Member to the Liquor Control Board by Mayor Ross.

STAFF COMMUNICATIONS

MAYOR AND MEMBERS OF THE BOARD OF ALDERMEN COMMUNICATIONS

ADJOURN

Representatives of the news media may obtain copies of this notice by contacting the following:

Tara Berreth, City Clerk
1000 City Parkway
Osage Beach, MO 65065
573.302.2000 x 1020

If any member of the public requires a specific accommodation as addressed by the Americans with Disabilities Act, please contact the City Clerk's Office forty-eight (48) hours in advance of the meeting at the above telephone number.

MINUTES OF THE REGULAR MEETING OF THE BOARD OF
ALDERMEN OF THE CITY OF OSAGE BEACH, MISSOURI

May 7, 2026

The Board of Aldermen of the City of Osage Beach, Missouri, conducted a Regular Meeting Thursday on May 7, 2026, at 5:30PM. The following were present in person: Mayor Richard Ross, Alderman Stephen George, Alderman Justin Hoffman, Alderman Rebecca Collins, Alderman Bob O' Steen, Alderman Kevin Rucker and Alderman Bill Mackay. City Clerk Tara Berreth was present and performed the duties for the City Clerk's office.

Appointed and Management staff present City Administrator Devin Lake, Assistant City Administrator April White, Attorney Cole Bradbury, Police Chief Todd Davis, Public Works Director Jeff Fisher, City Planner Cary Patterson, Airport Director Ty Dinsdale, Human Resource Director Maddy Moon, Building Official Ron White, Parks and Rec Director Eric Gregory, and IT Director Mikeal Bean.

CITIZEN'S COMMUNICATIONS

No citizen's communications

APPROVAL OF CONSENT AGENDA

Alderman Collins made a motion to approve the consent agenda as presented. This motion was seconded by Alderman Mackay. Motion passes with a unanimous voice vote.

UNFINISHED BUSINESS

Bill 26-41 - An ordinance of the City of Osage Beach, Missouri, authorizing the Mayor to sign a contract with Camoin Associates for the Independent Economic & Market Analysis in an amount not to exceed \$49,935. *Second Reading.*

Alderman Hoffman made a motion to approve the second reading of Bill 26-41. This motion was seconded by Alderman Rucker. A roll call was taken to approve the second and final reading of Bill 26-41 and to pass same into ordinance: "Ayes" Alderman O'Steen, Alderman Rucker, Alderman Mackay, Alderman Hoffman. "Nays" Alderman George, Alderman Collins. Bill 26-41 passes and approved as Ordinance 26.41.

Bill 26-47 - An ordinance of the City of Osage Beach, Missouri, authorizing the Mayor to sign a three (3) year agreement with Communication Square to purchase Microsoft 365 Licenses. *Second Reading.*

Alderman Collins made a motion to approve the second reading of Bill 26-47. This motion was seconded by Alderman Hoffman. A roll call was taken to approve the second and final reading of Bill 26-47 and to pass same into ordinance: "Ayes" Alderman George, Alderman Collins, Alderman O'Steen, Alderman Rucker, Alderman Mackay, Alderman Hoffman. Bill 26-47 passes and approved as Ordinance 26.47.

NEW BUSINESS

Mayor Ross read the following Proclamations

- ✓ **Proclamation authorizing the Mayor to observe the week of May 11-16, 2026, as National Police Week.**
- ✓ **Proclamation authorizing the Mayor to observe the week of May 17-23, 2026, as Emergency Medical Services Week.**
- ✓ **Proclamation authorizing the Mayor to observe the week of May 17-23, 2026, as National Public Works Week.**

Public Hearing - Special Use Permit Case 418: GT Interests LLC is Requesting a SUP to construct a residential development in a Commercial Zone

Alderman Hoffman made a motion to close the Public Hearing for Special Use Permit Case #418. This motion was seconded by Alderman O'Steen. Motion passes unanimously with a voice vote

Motion to approve the Special Use Permit Case 418: GT Interests LLC is Requesting a SUP to construct a residential development in a Commercial Zone.

Alderman George made a motion to approve the Special Use Permit Case #418. This motion was seconded by Alderman O'Steen. Motion passes unanimously with a voice vote

Public Hearing - Rezoning Case 428: Grand Teton Mountain LLC and Jessica Prewitt are requesting a rezoning of a tract of land from R-3 and C-1 to C-1 with an E3 Overlay.

Alderman Hoffman made a motion to close the Public Hearing for Rezoning Case #428. This motion was seconded by Alderman Rucker. Motion passes unanimously with a voice vote

Bill 26-55 - An ordinance of the City of Osage Beach, Missouri, adopting an amendment to the zoning map of the City of Osage Beach, Missouri by rezoning a parcel of land as described in Rezoning Case #428. *First Reading.*

Alderman Hoffman made a motion to approve the first reading of Bill 26-55. This motion was seconded by Alderman O'Steen. Motion passes unanimously with voice vote.

Public Hearing - Rezoning Case 429: PKM LLC & OCP LLC are requesting a rezoning of a tract of land from C-1b and C-1.

Ann Nelson – There are deed restrictions, private property has a road that runs through the property. Opposed to this rezone.

Kirk Krispin – Opposed to changing this zoning.

Charlie Monte – Opposed to commercial property.

Alderman Collins made a motion to close the Public Hearing for Rezoning Case #429. This motion was seconded by Alderman Rucker. Motion passes unanimously with a voice vote

Bill 26-56 - An ordinance of the City of Osage Beach, Missouri, adopting an amendment to the zoning map of the City of Osage Beach, Missouri by rezoning a parcel of land as described in Rezoning Case #429. *First Reading.*

Alderman George made a motion to approve the first reading of Bill 26-56. This motion was seconded by Alderman Collins. Motion passes unanimously with voice vote.

Public Hearing - Rezoning Case 430: Lakefront Apartments LLC is requesting a rezoning of a tract of land from R-1b to R-3.

Alderman Rucker made a motion to close the Public Hearing for Rezoning Case #430. This motion was seconded by Alderman Mackay. Motion passes unanimously with a voice vote

Bill 26-57 - An ordinance of the City of Osage Beach, Missouri, adopting an amendment to the zoning map of the City of Osage Beach, Missouri by rezoning a parcel of land as described in Rezoning Case #430. *First Reading.*

Alderman Collins made a motion to approve the first reading of Bill 26-57. This motion was seconded by Alderman Hoffman. Motion passes unanimously with voice vote.

Bill 26-44 - An ordinance of the City of Osage Beach, Missouri, amending Section 125.120 Attendance and Leaves of the City code as set forth. *First Reading.*

Alderman Rucker made a motion to approve the first reading of Bill 26-44. This motion was seconded by Alderman George. Motion passes unanimously with voice vote.

Bill 26-45 - An ordinance of the City of Osage Beach, Missouri, authorizing the Mayor to sign a contract extension with Lucky 8 LLC for an access agreement. *First Reading.*

Alderman MacKay made a motion to approve the first reading of Bill 26-45. This motion was seconded by Alderman Rucker. Motion passes unanimously with voice vote.

Mayor Ross asked for a 5-minute recess at 7:00 pm

Mayor Ross called the meeting back to order at 7:06 pm

Bill 26-51 - An ordinance of the City of Osage Beach, Missouri, amending Section 245.030, Park Rules and Regulations, Hours; removing Section 210.2330, City Park Hours of Operation. *First Reading.*

Alderman Hoffman made a motion to approve the first reading of Bill 26-51. This motion was seconded by Alderman Collins. Motion passes unanimously with voice vote.

Resolution 2026 - 12 - A resolution of the City of Osage Beach, Missouri, stating facts and reasons for the necessity to amend funds for the Fiscal Year 2026 relating to the Hatchery Road Lakefront Project.

Alderman Collins made a motion to approve Resolution 2026-12. This motion was seconded by Alderman George. Motion passes unanimously with voice vote.

Bill 26-52 - An ordinance of the City of Osage Beach, Missouri, amending Ordinance No. 25.103 Adopting the 2026 Annual Operating Budget requesting an amendment for the Hatchery Road Lakefront Paving Project. *First Reading.*

Alderman Rucker made a motion to approve the first reading of Bill 26-52. This motion was seconded by Alderman Hoffman. Motion passes unanimously with voice vote.

Bill 26-53 - An ordinance of the City of Osage Beach, Missouri, authorizing the Mayor to sign a contract with Doctor's at the Lake Inc. for Proctor Road Drainage Improvements in an amount not to exceed \$30,000.00. *First Reading.*

Alderman Collins made a motion to approve the first reading of Bill 26-53. This motion was seconded by Alderman O'Steen. Motion passes unanimously with voice vote.

Bill 26-54- An ordinance of the City of Osage Beach, Missouri, vacating an easement contained on Lot 1 of the Kalfran Commons Subdivision in Osage Beach. Camden County, Missouri. *First & Second Reading.*

Alderman Collins made a motion to approve the first reading of Bill 26-54. This motion was seconded by Alderman Hoffman. Motion passes unanimously with voice vote.

Alderman Mackay made a motion to approve the second reading of Bill 26-54. This motion was seconded by Alderman Hoffman. A roll call was taken to approve the second and final reading of Bill 26-54 and to pass same into ordinance: "Ayes" Alderman George, Alderman Collins, Alderman O'Steen, Alderman Rucker, Alderman Mackay, Alderman Hoffman. Bill 26-54 passes and approved as Ordinance 26.54.

Motion to direct staff to order a 2027 Ambulance from American Response Vehicles as part of the FY2028 Budget, for an amount not to exceed \$363,870.00.

Alderman Collins made a motion to direct staff to order a 2027 Ambulance from American Response Vehicles as part of the FY2028 Budget, for an amount not to exceed \$363,870.00. This motion was seconded by Alderman George. Motion passes unanimously with voice vote.

Motion to approve a work order with Engineering Survey's & Services, Inc. for consultant work on the Highway 42 West Sidewalk Project in an amount not to exceed \$108,998.00.

Alderman George made a motion to approve a work order with Engineering Survey's & Services, Inc. for consultant work on the Highway 42 West Sidewalk Project in an amount not to exceed \$108,998.00. This motion was seconded by Alderman Mackay. Motion passes unanimously with voice vote.

Motion to Approve appointment nominations by Mayor Ross to the Joint Sewer Board

Alderman O'Steen made a motion to approve appointment of Alderman Stephen George to the Joint Sewer Board as recommended by Mayor Ross. This motion was seconded by Alderman Hoffman. Motion passes unanimously with voice vote.

Motion to approve work order SMP-2026-01 with Burns & McDonnell Engineering Company for the Sanitary Sewer Master Plan in an amount not to exceed \$700,000.

The Board directed staff to meet with the independent Board members to provide a more detailed explanation and requested that this motion be placed on the next agenda.

Discussion - Pressure Reducing Valves (PRV)

Mayor Ross, noting time constraints, requested that staff place this and the next item be placed on the next agenda.

Discussion - State Park Utility Billing

Bill 26-58 - An ordinance of the City of Osage Beach, Missouri, allowing for the Lake of the Ozarks State Park to be assessed a Flat Rate Sewer charge of \$757.17 plus fees per month from May 2026 through May 2027 and authorizing a refund to be applied to the utility account. *First Reading.*

Alderman Rucker made a motion to approve the first reading of Bill 26-58. Motion dies for lack of second.

STAFF COMMUNICATIONS

CA Lake – Sent email to Board regarding Strategic Planning on June 23rd.

ACA White – Stevie Hines employee of the QTR.

Building Official White – Building remodel from last falls spill came in under budget.

Police Chief Davis – 2 new recruits in the academy.

HR Director Moon - BOA open enrollment is due next Friday 5/15/2026.

MAYOR AND MEMBERS OF THE BOARD OF ALDERMEN COMMUNICATIONS

Alderman O’Steen - Asked staff if you have multiple employee’s please give a report on staffing levels. In addition, please make bids more uniform when submitted to the Board. Give a brief explanation.

EXECUTIVE SESSION

Notice is given that the agenda includes a roll call vote to close the meeting as allowed by RSMo. Section 610.021 (1) Legal Actions, Causes of Action, or Litigation involving a public governmental body and any confidential or privileged communications between a public governmental body or its representatives and its attorneys.

No action on this notice.

Notice is given that the agenda includes a roll call vote to close the meeting as allowed by RSMo. Section 610.021 (3) Hiring, Firing, Disciplining, or Promoting of particular employees by a public governmental body when personal information about the employee is discussed or recorded.

Alderman Hoffman moved to open the Executive Session. This motion was seconded by Alderman Collins. The following roll call vote was taken to open the meeting: “Ayes”: Alderman Collins, Alderman George, Alderman Hoffman, Alderman O’Steen, Alderman Mackay and Alderman Rucker. The meeting was therefore open.

No announcements were made following the closed session.

Alderman Collins moved to close the Executive Session. This motion was seconded by Alderman Hoffman. The following roll call vote was taken to open the meeting: “Ayes”: Alderman Collins, Alderman George, Alderman Hoffman, Alderman O’Steen, Alderman Mackay and Alderman Rucker. The meeting was therefore close.

ADJOURN

There being no further business to come before the Board, the meeting was adjourned at 11:03 pm. I, Tara Berreth, City Clerk of the City of Osage Beach, Missouri, do hereby certify that the above foregoing is a true and complete journal of proceedings of the regular meeting of the Board of Aldermen of the City of Osage Beach, Missouri, on May 7, 2026, and approved May 21, 2026.

Tara Berreth/City Clerk

Richard Ross/Mayor

****All meetings may be streamed on Facebook and YouTube for further clarification****

MINUTES OF THE REGULAR MEETING OF THE BOARD OF
ALDERMEN OF THE CITY OF OSAGE BEACH, MISSOURI
May 12, 2026

The Board of Aldermen of the City of Osage Beach, Missouri, conducted a Regular Meeting Tuesday on May 12, 2026, at 7:30PM. The following were present in person: Mayor Richard Ross, Alderman Stephen George, Alderman Justin Hoffman, Alderman Rebecca Collins, Alderman Kevin Rucker and Alderman Bill Mackay. Absent Alderman Bob O' Steen. City Administrator Devin Lake was present and performed the duties for the City Clerk's office.

EXECUTIVE SESSION

Notice is given that the agenda includes a roll call vote to close the meeting as allowed by RSMo. Section 610.021 (3) Hiring, Firing, Disciplining, or Promoting of particular employees by a public governmental body when personal information about the employee is discussed or recorded.

Alderman Rucker moved to open the Executive Session. This motion was seconded by Alderman Hoffman. The following roll call vote was taken to open the meeting: "Ayes": Alderman Collins, Alderman George, Alderman Hoffman, Alderman Mackay and Alderman Rucker. Absent Alderman O'Steen, The meeting was therefore open.

No announcements were made following the closed session.

Alderman Collins moved to close the Executive Session. This motion was seconded by Alderman Hoffman. The following roll call vote was taken to open the meeting: "Ayes": Alderman Collins, Alderman George, Alderman Hoffman, Alderman Mackay and Alderman Rucker. Absent Alderman O'Steen, The meeting was therefore closed

ADJOURN

There being no further business to come before the Board, the meeting was adjourned at 8:30 pm. I, Tara Berreth, City Clerk of the City of Osage Beach, Missouri, do hereby certify that the above foregoing is a true and complete journal of proceedings of the regular meeting of the Board of Aldermen of the City of Osage Beach, Missouri, on May 12, 2026, and approved May 21, 2026.

Devin Lake/City Administrator

Richard Ross/Mayor

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**CITY OF OSAGE BEACH
BILLS LIST
May 21, 2026**

Bills Paid Prior to Board Meeting	\$ 862,121.71
Payroll Paid Prior to Board Meeting	\$ 200,530.97
SRF Transfer Prior to Board Meeting	\$ 12,916.67
TIF Transfers	\$ 45,907.76
Bills Pending Board Approval	\$ 156,943.16
Total Expenses	<u>\$ 1,278,420.27</u>

DEPARTMENT	FUND	VENDOR NAME	DESCRIPTION	AMOUNT
NON-DEPARTMENTAL	General Fund	MO DEPT OF REVENUE	State Withholding	5,322.42
			INTERNAL REVENUE SERVICE	Fed WH
			FICA	10,672.37
			Medicare	2,495.89
		MISSIONSQUARE RETIREMENT	Retirement 457 Roth	271.77
			Loan Repayment	303.83
			Loan Repayment	474.89
			Retirement 457 &	5,390.25
			Retirement 457	2,854.21
			Loan Repayments	136.86
			Loan Repayments	248.75
			Loan Repayments	119.32
			Loan Repayments	180.67
			Loan Repayments	527.04
			Loan Repayments	164.56
			Loan Repayments	100.89
			Loan Repayments	206.90
			Retirement Roth IRA	200.00
			CAMDEN COUNTY ASSOC COURT	OTHER AGENCY CASH BOND
		JAMES R THOMAS CONSTRUCTION CO INC DBA	DEMO BOND REFUND 26-1056	2,000.00
		OPTUM BANK INC	HSA Contribution No Tax	263.77
			HSA Family/Dep. Contributi	5,384.73
		PRIME RINSE, LLC	WATER TWR CLEAN BOND RETRN	1,075.00
		ONE TIME VENDOR AUDRAIN COUNTY CIRCUIT	OTHER AGENCY CASH BOND	1,000.00
			TOTAL:	54,525.02
Mayor & Board	General Fund	INTERNAL REVENUE SERVICE	FICA	1.55
			Medicare	0.36
		CATCOTT, FRED	4/30/26 TIF COMMISSION MTG	25.00
		TYLER, GENIECE	4/30/26 TIF COMMISSION MTG	25.00
		HAMNER, GARY	JSB MEETING 2/17, 3/17 & 4	75.00
		VANHOOK, BOB	4/30/26 TIF COMMISSION MTG	25.00
		CRANE, DAVE	4/30/26 TIF COMMISSION MTG	25.00
		GARDNER, TIMOTHY	4/30/26 TIF COMMISSION MTG	25.00
		STUART, TONY	4/14/26 PLANNING COMMISSN	25.00
		SPARK PROMOTIONS LLC	MAYOR GIFT FOR VOLUNTEERS	2,265.40
			TOTAL:	2,492.31
		City Administrator	General Fund	INTERNAL REVENUE SERVICE
Medicare	140.01			
MISSIONSQUARE RETIREMENT	Retirement 401%			290.36
	Retirement 401			677.51
WHITE, APRIL	GFOA TRNG MILEAGE REIMB -W			21.75
	TOTAL:	1,728.33		
City Clerk	General Fund	INTERNAL REVENUE SERVICE	FICA	371.20
			Medicare	86.81
		MISSIONSQUARE RETIREMENT	Retirement 401%	196.06
			Retirement 401	457.48
		OPTUM BANK INC	HSA Family/Dep. Contributi	225.00
		FRANKLIN, SALINA	BADGE HOLDERS	9.50
	TOTAL:	1,346.05		
City Treasurer	General Fund	INTERNAL REVENUE SERVICE	FICA	651.26
			Medicare	152.30
		MISSIONSQUARE RETIREMENT	Retirement 401%	287.11

DEPARTMENT	FUND	VENDOR NAME	DESCRIPTION	AMOUNT
			Retirement 401	785.21
		OPTUM BANK INC	HSA Family/Dep. Contributi	225.00
		SHURTS, TORRYN	GFOA CONF MILEAGE REIMB-SH	27.55
		FRANKLIN, SALINA	BADGE HOLDERS	9.50
			TOTAL:	2,137.93
Municipal Court	General Fund	INTERNAL REVENUE SERVICE	FICA	111.62
			Medicare	26.10
		MISSIONSQUARE RETIREMENT	Retirement 401%	57.98
			Retirement 401	135.28
		OPTUM BANK INC	HSA Family/Dep. Contributi	75.00
			TOTAL:	405.98
City Attorney	General Fund	INTERNAL REVENUE SERVICE	FICA	393.50
			Medicare	92.03
		MISSIONSQUARE RETIREMENT	Retirement 401%	202.24
			Retirement 401	471.88
		OPTUM BANK INC	HSA Family/Dep. Contributi	75.00
			TOTAL:	1,234.65
Building Inspection	General Fund	INTERNAL REVENUE SERVICE	FICA	659.07
			Medicare	154.14
		MISSIONSQUARE RETIREMENT	Retirement 401%	340.62
			Retirement 401	794.76
		OPTUM BANK INC	HSA Family/Dep. Contributi	225.00
			TOTAL:	2,173.59
Building Maintenance	General Fund	AMEREN MISSOURI	FRONT OF CH SVC 3/16-4/14/	51.14
		AMERICAN STAMP & MARKING PRODUCTS INC	NAME PLATES - ALDERMAN, MA	125.06
		INTERNAL REVENUE SERVICE	FICA	101.10
			Medicare	23.65
		MISSIONSQUARE RETIREMENT	Retirement 401%	53.61
			Retirement 401	125.10
		SUMMIT NATURAL GAS OF MISSOURI INC	CH SVC 3/16-4/15/26	120.24
		GFL ENVIRONMENTAL	CITY HALL TRASH SERVICE	183.75
		OPTUM BANK INC	HSA Family/Dep. Contributi	75.00
		ALL-TYPE VACUUM & JANITORIAL SUPPLY	TOILET PAPER	157.12
			TOTAL:	1,015.77
Parks	General Fund	INTERNAL REVENUE SERVICE	FICA	676.60
			Medicare	158.24
		MISSIONSQUARE RETIREMENT	Retirement 401%	204.27
			Retirement 401	687.47
		CULLIGAN LAKE OF THE OZARKS	WATER SOFTENER 5/1-5/31/26	104.50
		AT&T MOBILITY-CELLS	CITY PARK SIGN 3/13-4/12/2	93.46
		AMEREN MISSOURI	HATCHERY RD SIGN 3/16-4/14	77.56
			CP MAINT BLDG 3/16-4/14/26	100.69
			CP #2 DISPLAY C 3/16-4/14/	13.86
			CP SOCCER FIELDS 3/16-4/14	26.78
			CP#2 DISPLAY D 3/16-4/14/2	13.86
			CP BALL FIELDS 3/16-4/14/2	718.19
			CP# 2 DISPLAY B 3/16-4/14/	15.09
			CP#2 DISPLAY A 3/16-4/14/2	15.09
			CP#2 IRRIG PUMP 3/16-4/14/	14.20
		GFL ENVIRONMENTAL	PARKS TRASH SERVICE	210.00
		OPTUM BANK INC	HSA Contribution No Tax	187.50

DEPARTMENT	FUND	VENDOR NAME	DESCRIPTION	AMOUNT
		OIL CHANGER, INC	CAR WASHES - PARKS	34.00
			CAR WASHES - PARKS	24.00
		ESTERLY SCHNEIDER & ASSOCIATES INC	PARK PAVILLION DSGN SVCS	8,479.25
			TOTAL:	11,854.61
Human Resources	General Fund	INTERNAL REVENUE SERVICE	FICA	284.27
			Medicare	66.49
		MISSIONSQUARE RETIREMENT	Retirement 401%	143.17
			Retirement 401	351.55
		OPTUM BANK INC	HSA Contribution No Tax	4.07
			HSA Family/Dep. Contributi	83.92
			TOTAL:	933.47
Police	General Fund	MO POLICE CHIEFS ASSC	CMND CLG REGIS-SHELTON, SC	9,500.00
		INTERNAL REVENUE SERVICE	FICA	4,553.74
			Medicare	1,064.95
		MISSIONSQUARE RETIREMENT	Retirement 401%	1,950.68
			Retirement 401	5,291.44
		AT&T MOBILITY-CELLS	POLICE FN AIR CARDS	1,669.60
		OPTUM BANK INC	HSA Contribution No Tax	187.50
			HSA Family/Dep. Contributi	1,350.00
		MARCO	COPIER LEASE 3/26-4/25/26	206.53
			TOTAL:	25,774.44
911 Center	General Fund	INTERNAL REVENUE SERVICE	FICA	1,126.25
			Medicare	263.39
		MISSIONSQUARE RETIREMENT	Retirement 401%	328.19
			Retirement 401	1,307.71
		AT&T INTERNET/IP SERVICES	911 INTERNET 4/11-5/10/26	411.01
		OPTUM BANK INC	HSA Contribution No Tax	150.00
			HSA Family/Dep. Contributi	75.00
			TOTAL:	3,661.55
Planning	General Fund	INTERNAL REVENUE SERVICE	FICA	218.96
			Medicare	51.21
		MISSIONSQUARE RETIREMENT	Retirement 401%	115.33
			Retirement 401	269.10
		OPTUM BANK INC	HSA Family/Dep. Contributi	75.00
			TOTAL:	729.60
Engineering	General Fund	INTERNAL REVENUE SERVICE	FICA	529.45
			Medicare	123.82
		MISSIONSQUARE RETIREMENT	Retirement 401%	205.30
			Retirement 401	618.03
		LINDYSPRING LAKE OF THE OZARKS	OW WATER COOLER RENTAL 03/	7.50
			PW WATER COOLER RENTAL 04/	7.50
		MARCO TECHNOLOGIES LLC	PW PLOTTER SUPPRT 4/26-4/2	137.36
		OPTUM BANK INC	HSA Contribution No Tax	37.50
			HSA Family/Dep. Contributi	75.00
			TOTAL:	1,741.46
Information Technology	General Fund	INTERNAL REVENUE SERVICE	FICA	395.10
			Medicare	92.40
		MISSIONSQUARE RETIREMENT	Retirement 401%	119.33
			Retirement 401	455.19
		OPTUM BANK INC	HSA Family/Dep. Contributi	75.00

DEPARTMENT	FUND	VENDOR NAME	DESCRIPTION	AMOUNT
		AIRESPRING INC	INTERNET/PHONE CONNCTN 05/	3,897.80
			INTERNET/PHONE CONNCTN 05/	789.22
		MARCO	COPIER LEASE 3/26-4/25/26	690.22
		HUBER & ASSOCIATES, INC	APRIL SOFTWARE MANAGEMENT	712.98
			CORE SWITCH INSTALLATION	1,650.00
			TOTAL:	8,877.24
Economic Development	General Fund	GILMORE & BELL PC	SVCS - OB MARKETPLACE	7,256.80
			TOTAL:	7,256.80
NON-DEPARTMENTAL	Transportation	MO DEPT OF REVENUE	State Withholding	577.97
		INTERNAL REVENUE SERVICE	Fed WH	1,275.70
			FICA	1,293.25
			Medicare	302.45
		MISSIONSQUARE RETIREMENT	Retirment 457 &	769.83
			Retirement 457	29.95
		OPTUM BANK INC	HSA Contribution No Tax	45.00
			HSA Family/Dep. Contributi	36.97
			TOTAL:	4,331.12
Transportation	Transportation	INTERNAL REVENUE SERVICE	FICA	1,293.26
			Medicare	302.44
		MISSIONSQUARE RETIREMENT	Retirement 401%	501.38
			Retirement 401	1,446.06
		FOLEY INDUSTRIES	P285 WEILER PAVER	185,000.00
		PETTY CASH	PW PETTY CASH REIMB	17.00
		AMEREN MISSOURI	792 PASSOVER LTS 3/16-4/14	23.93
			1095 MACE RD 3/16-4/14/26	34.48
			1129 INDUSTRIAL 3/16-4/14/	33.33
			1075 NICHOLS 3/17-4/15/26	56.16
			872 PASSOVER LTS 3/16-4/14	30.07
			MACE RD RNDABT 3/16-4/14/2	26.09
			680 PASSOVER LTS 3/16-4/14	28.33
			LAZY DAYS LTS 3/29-4/27/26	94.29
		SUMMIT NATURAL GAS OF MISSOURI INC	PW SVC 3/16-4/15/26	191.41
		LINDYSPRING LAKE OF THE OZARKS	OW WATER COOLER RENTAL 03/	7.50
			PW WATER COOLER RENTAL 04/	7.50
		GFL ENVIRONMENTAL	TRANS TRASH SERVICE	61.25
		OPTUM BANK INC	HSA Contribution No Tax	112.50
			HSA Family/Dep. Contributi	272.22
		MARCO	COPIER LEASE 3/26-4/25/26	68.85
		SCHULTZ, BRANDEN	CDL PERMIT FEE - SCHULTZ	45.00
			TOTAL:	189,653.05
NON-DEPARTMENTAL	Water Fund	MO DEPT OF REVENUE	State Withholding	503.54
		INTERNAL REVENUE SERVICE	Fed WH	1,211.14
			FICA	1,050.83
			Medicare	245.75
		MISSIONSQUARE RETIREMENT	Retirment 457 &	570.09
			Retirement 457	29.07
		OPTUM BANK INC	HSA Contribution No Tax	90.00
			HSA Family/Dep. Contributi	136.42
		ONE TIME VENDOR SALTER, RAY	03-1740-01	36.28
			TOTAL:	3,873.12
Water	Water Fund	GOEHRI, GEORGE	MAY 2026 INSURANCE PREMIUM	81.70

DEPARTMENT	FUND	VENDOR NAME	DESCRIPTION	AMOUNT
		INTERNAL REVENUE SERVICE	FICA	1,050.83
			Medicare	245.75
		MISSIONSQUARE RETIREMENT	Retirement 401%	417.12
			Retirement 401	1,248.92
		FOLEY INDUSTRIES	P285 WEILER PAVER	15,000.00
		PETTY CASH	PW PETTY CASH REIMB	40.00
		ULINE	SPILL WORKSTATION	1,037.35
			WHITEBOARD	375.00
			SCALES	3,250.00
			SAEFTY POSTS	3,500.00
			BOLLARDS	2,700.00
		AMEREN MISSOURI	6186 FIRE ST WELL 3/31-4/2	2,911.68
			LK RD 54-59 WELL 3/16-4/14	433.78
			LK RD 54-59 WELL 3/30-4/28	137.82
			SWISS VLG WELL 3/30-4/28/2	2,105.92
			COLUMBIA CLG WELL 3/16-4/1	1,932.75
			COLUMBIA TWR POLE 3/16-4/1	55.57
		SUMMIT NATURAL GAS OF MISSOURI INC	PW SVC 3/16-4/15/26	191.40
		LINDYSPRING LAKE OF THE OZARKS	OW WATER COOLER RENTAL 03/	7.50
			PW WATER COOLER RENTAL 04/	7.50
		GFL ENVIRONMENTAL	WATER TRASH SERVICE	61.25
		OPTUM BANK INC	HSA Contribution No Tax	75.00
			HSA Family/Dep. Contributi	346.56
		MARCO	COPIER LEASE 3/26-4/25/26	68.85
		HAMEL, KEVIN	MILEAGE REIMB - 4/18/26	62.35
			TOTAL:	37,344.60
NON-DEPARTMENTAL	Sewer Fund	MO DEPT OF REVENUE	State Withholding	659.07
		INTERNAL REVENUE SERVICE	Fed WH	1,536.06
			FICA	1,450.82
			Medicare	339.31
		MISSIONSQUARE RETIREMENT	Retirment 457 &	392.87
			Retirement 457	79.07
			Retirement Roth IRA	25.00
		OPTUM BANK INC	HSA Contribution No Tax	194.14
			HSA Family/Dep. Contributi	279.17
			TOTAL:	4,955.51
Sewer	Sewer Fund	USABLUBOOK	HACH RUGGED KIT	4,551.02
			SUCTION HOSE	78.95
		INTERNAL REVENUE SERVICE	FICA	1,450.81
			Medicare	339.31
		MISSIONSQUARE RETIREMENT	Retirement 401%	438.14
			Retirement 401	1,717.06
		FOLEY INDUSTRIES	P285 WEILER PAVER	15,000.00
		ULINE	6 STEP REAR EXIT PLATFORM	1,729.48
		AMEREN MISSOURI	GRINDER PUMPS & LIFT STATI	3,968.02
			GRINDER PUMPS & LIFT STATI	7,791.68
			GRINDER PUMPS & LIFT STATI	3,612.28
			GRINDER PUMPS & LIFT STATI	7,297.45
			1250 ZEBRA STATN 4/20-4/22	0.97
		SUMMIT NATURAL GAS OF MISSOURI INC	PW SVC 3/16-4/15/26	190.18
		LINDYSPRING LAKE OF THE OZARKS	OW WATER COOLER RENTAL 03/	7.50
			PW WATER COOLER RENTAL 04/	7.50
		GFL ENVIRONMENTAL	SEWER TRASH SERVICE	61.25
		OPTUM BANK INC	HSA Contribution No Tax	220.93

DEPARTMENT	FUND	VENDOR NAME	DESCRIPTION	AMOUNT
			HSA Family/Dep. Contributi	347.30
		MARCO	COPIER LEASE 3/26-4/25/26	68.85
		JOHNSTON, BRENT	MILEAGE REIMB 4/15-4/16/26	37.70
			TOTAL:	48,916.38
NON-DEPARTMENTAL	Ambulance Fund	MO DEPT OF REVENUE	State Withholding	527.00
		INTERNAL REVENUE SERVICE	Fed WH	1,461.46
			FICA	1,302.54
			FICA	31.01
			Medicare	304.64
			Medicare	7.25
		MISSIONSQUARE RETIREMENT	Retirment 457 &	447.01
			Loan Repayments	244.66
			Loan Repayments	185.71
			Loan Repayments	29.23
		OPTUM BANK INC	HSA Contribution No Tax	41.66
			HSA Family/Dep. Contributi	359.16
			TOTAL:	4,941.33
Ambulance	Ambulance Fund	INTERNAL REVENUE SERVICE	FICA	1,302.54
			FICA	31.01
			Medicare	304.64
			Medicare	7.25
		MISSIONSQUARE RETIREMENT	Retirement 401%	402.89
			Retirement 401	1,216.76
		AT&T MOBILITY-CELLS	AMB FN AIR CARDS	89.48
		OPTUM BANK INC	HSA Contribution No Tax	75.00
			HSA Family/Dep. Contributi	150.00
		WEAVER, AARON	POCUS TRNG LDGNG REIMB-WEA	277.58
			TOTAL:	3,857.15
NON-DEPARTMENTAL	Lee C. Fine Airpor	MO DEPT OF REVENUE	State Withholding	188.40
		INTERNAL REVENUE SERVICE	Fed WH	580.29
			FICA	497.64
			Medicare	116.38
		MISSIONSQUARE RETIREMENT	Retirment 457 &	127.69
			Retirement 457	90.00
			Loan Repayments	37.15
		OPTUM BANK INC	HSA Family/Dep. Contributi	55.00
			TOTAL:	1,692.55
Lee C. Fine Airport	Lee C. Fine Airpor	AMEREN MISSOURI	LCF RUNWAY LTS 3/30-4/28/2	13.72
			AP FIREHOUSE 3/30-4/28/26	32.22
		NAEGLER OIL CO	3994 GAL LCF JET FUEL	16,710.50
			2513 GAL LCF AV FUEL	13,132.76
		INTERNAL REVENUE SERVICE	FICA	497.64
			Medicare	116.38
		MISSIONSQUARE RETIREMENT	Retirement 401%	146.88
			Retirement 401	550.94
		DISH NETWORK	SVC 4/29-5/28/26	104.13
		GFL ENVIRONMENTAL	LCF TRASH SERVICE	84.00
		OPTUM BANK INC	HSA Contribution No Tax	75.00
			HSA Family/Dep. Contributi	120.00
		GLOBAL AVIATION SERVICES LLC	JET REFUELER TRK VIN7934	253,955.00
			TOTAL:	285,539.17

DEPARTMENT	FUND	VENDOR NAME	DESCRIPTION	AMOUNT
NON-DEPARTMENTAL	Grand Glaize Airpo	MO DEPT OF REVENUE	State Withholding	102.60
		INTERNAL REVENUE SERVICE	Fed WH	368.34
			FICA	261.46
			Medicare	61.15
		MISSIONSQUARE RETIREMENT	Retirement 457 &	31.67
			Retirement 457	60.00
			Loan Repayments	37.36
		OPTUM BANK INC	HSA Family/Dep. Contributi	55.00
			TOTAL:	977.58
Grand Glaize Airport	Grand Glaize Airpo	AMEREN MISSOURI	GG AP HANGAR 3/30-4/28/26	45.13
			GG TBLC EXT D 3/30-4/28/26	109.21
			GG AP SHOP 3/30-4/28/26	21.29
			957 AIRPORT RD 3/30-4/28/2	13.72
			GG TBLC EXT D 3/30-4/28/26	26.31
			GG AP HANGAR 3/30-4/28/26	18.84
			GG AP SLEEPY 3/30-4/28/26	176.97
		INTERNAL REVENUE SERVICE	FICA	261.46
			Medicare	61.15
		MISSIONSQUARE RETIREMENT	Retirement 401%	73.98
			Retirement 401	320.41
		GFL ENVIRONMENTAL	GG TRASH SERVICE	54.60
		OPTUM BANK INC	HSA Family/Dep. Contributi	180.00
		CHARTER COMMUNICATIONS HOLDINGS LLC	GG CABLE 4/16-5/15/26	142.94
			TOTAL:	1,506.01
TIF - Arrowhead	TIF - Arrowhead	CAMDEN COUNTY COLLECTOR	25 TAX DISBURS ARWHEAD DEV	1,920.22
			25 TAX DISBURS ARWHEAD DEV	12.28
		OSAGE BEACH FIRE PROTECTION DISTRICT	25 TAX DISBURS ARWHEAD DEV	10,442.44
		ARROWHEAD DEVELOPMENT GROUP LLC	25 TAX DISBURS ARWHEAD DEV	69,561.16
		CAMDEN COUNTY AMBULANCE DISTRICT	25 TAX DISBURS ARWHEAD DEV	4,844.54
		CAMDEN COUNTY LIBRARY	25 TAX DISBURS ARWHEAD DEV	1,681.06
		CAMDEN COUNTY SENIOR CITIZENS	25 TAX DISBURS ARWHEAD DEV	803.00
		CAMDEN COUNTY SENATE BILL 40 BOARD	CAMDEN COUNTY SENATE BILL	1,005.50
		CAMDEN COUNTY TREASURER	25 TAX DISBURS ARWHEAD DEV	1,920.22
		CAMDENTON R-III SCHOOL	25 TAX DISBURS ARWHEAD DEV	53,416.97
		MISSOURI DEPT OF REVENUE	25 TAX DISBURS ARWHEAD DEV	1,037.95
			TOTAL:	146,645.34

DEPARTMENT FUND VENDOR NAME DESCRIPTION AMOUNT

===== FUND TOTALS =====

10	General Fund	127,888.80
20	Transportation	193,984.17
30	Water Fund	41,217.72
35	Sewer Fund	53,871.89
40	Ambulance Fund	8,798.48
45	Lee C. Fine Airport Fund	287,231.72
47	Grand Glaize Airport Fund	2,483.59
62	TIF - Arrowhead	146,645.34

 GRAND TOTAL: 862,121.71

TOTAL PAGES: 8

DEPARTMENT	FUND	VENDOR NAME	DESCRIPTION	AMOUNT	
Mayor & Board	General Fund	AMAZON CAPITAL SERVICES INC	WIRED HEADSET FOR MAYOR	22.28	
			CABLE & COVER FOR MAYOR, CH	61.20	
			STAMPS - R.ROSS	20.95	
			TOTAL:	104.43	
City Administrator	General Fund	STAPLES BUSINESS ADVANTAGE	MOUSE	29.49	
			AMAZON CAPITAL SERVICES INC	LAPTOP ADHESIVE ORGANIZER	19.92
			TOTAL:	49.41	
City Clerk	General Fund	KC DECORATIVE SEAL	EMBOSSSED LICENSE SEALS	217.00	
			GENERAL CODE LLC	ECODE360 MAINT 05/2026-04/	1,295.00
			AMAZON CAPITAL SERVICES INC	DEPOSIT SLIPS	49.00
			TOTAL:	1,561.00	
City Treasurer	General Fund	STAPLES BUSINESS ADVANTAGE	DUSTER	6.57	
			AMAZON CAPITAL SERVICES INC	DEPOSIT SLIPS	49.00
			TOTAL:	55.57	
City Attorney	General Fund	MO MUNICIPAL LEAGUE	MMAA CHAPTER MEMBRSHIP-BRAD	75.00	
			AMAZON CAPITAL SERVICES INC	STAMPS - C.BRADBURY	20.95
			LAUBER MUNICIPAL LAW	LEGAL REVIEW SVCS	3,042.00
			MILLER, TODD	MARCH 2026 ASST PA SVCS	2,500.00
			TELE-BUSINESS COMMUNICATIONS INC	SPEAKER FOR ZOOM FACILITAT	54.24
			TOTAL:	5,692.19	
Building Inspection	General Fund	PRECISION AUTO & TIRE SERVICE LLC	OIL CHANGE - BD2	114.03	
			STAPLES BUSINESS ADVANTAGE	LAMINATING SHEETS	28.22
			AMAZON CAPITAL SERVICES INC	MUCK BOOTS - JOHNS, DUNHAM	252.00
			TOTAL:	394.25	
Building Maintenance	General Fund	CINTAS CORPORATION	CH FLOOR MATS 5/4/26	89.03	
			STAPLES BUSINESS ADVANTAGE	PLATES, KNIFE, BOWLS	150.67
			AMAZON CAPITAL SERVICES INC	CUP, DISH SOAP	81.43
			AMAZON CAPITAL SERVICES INC	FLORALS FOR CONF ROOM B	21.99
			AMAZON CAPITAL SERVICES INC	BOOT CLEANER	19.99
			AMAZON CAPITAL SERVICES INC	BOOT SCRAPER	31.03
			GEO SERVICES LLC	COOLING TWR PUMP	5,609.61
			GEO SERVICES LLC	COOLING TWR PUMP REPAIR	1,332.11
			US DISASTER RESTORATION LLC	#25-910- CH RESTOR PRJCT F	28,973.62
			WOOD SHED LUMBER	FASTENER	6.80
			WOOD SHED LUMBER	FASTENER	0.64
			HICKERSON LAWCARE CO LLC	04/2026 CH GROUNDS MAINTEN	1,650.41
			JOHNSON CONTROLS US HOLDINGS INC	CH ALARM, SPRNKLR JAN-DEC	273.33
			JOHNSON CONTROLS US HOLDINGS INC	FIRE EXTINGUISHERS	1,348.00
			TOTAL:	39,588.66	
Parks	General Fund	MOTOR HUT INC	MOWER BLADES	224.28	
			MAGRUDER LIMESTONE CO INC	4-6" CLEAN, 1" CLEAN, 1" M	542.75
			AMAZON CAPITAL SERVICES INC	SANDER PAD	23.45
			PORTERS ACE	OIL	17.50
			TOTAL:	807.98	
Human Resources	General Fund	VALIDITY SCREENING SOLUTIONS	PREEMPLOYMENT SCREENING	273.00	
			TOTAL:	273.00	
Police	General Fund	LAKE CLEANERS INC	UNIFORM CLNG - VERNON, HUT	122.50	

DEPARTMENT	FUND	VENDOR NAME	DESCRIPTION	AMOUNT
		HEDRICK MOTIV WERKS LLC	OIL CHANGE - PD 2023 EQUIN	90.00
			OIL CHANGE - PD 25	90.00
			ALTERNATOR REPAIR - PD18	626.01
		AXON ENTERPRISE INC	TASER CARTRIDGE (50)	2,317.50
		GFI DIGITAL	PD PRNTR MAINT 5/28-6/27/2	21.70
		VALEO VETERINARY	2 DOGS VACCINATION	157.50
			TOTAL:	3,425.21
Planning	General Fund	LAKE SUN LEADER 81525 & 1586450	PN23959 - VARIANCE CASE #3	41.20
			TOTAL:	41.20
Engineering	General Fund	CINTAS CORPORATION	ENG DEPT UNIFORMS	5.33
			ENG DEPT FLOOR MATS	0.00
			ENG DEPT FLOOR MATS	5.33
		AMAZON CAPITAL SERVICES INC	ANGLE FINDER	39.99
			INK FOR PLOTTER	272.99
			PAPER TWL, PAPER, TOILET P	12.90
		COCHRAN ENGINEERING	24-337 GOLDIE PEARL SDWLK	1,280.00
		WILSON & COMPANY INC	WORK ORDER 1 - PLAN REVIEW	620.25
			TOTAL:	2,236.79
Transportation	Transportation	CAPITAL MATERIALS LLC	ASPHALT - LAZY DAYS RD	186.18
		RP LUMBER INC	REBAR FOR QUAIL LANE	1,648.50
			2 X 4 FOR QUAIL LANE	200.70
			HEX SET, DRILL BITS	193.75
			CORRUGATED PIPE FOR QUAIL	153.97
		ECONO SIGNS & BARRICADE LLC	FLAG MOUNTING BRACKET, FLA	212.63
			HARD HATS (9)	143.35
		O'REILLY AUTOMOTIVE STORES INC	OIL FOR MOWER MAX	74.99
		LAKE SUN LEADER 81525 & 1586450	PN23943 - GOLDIE PEARL	114.80
		SASCO PAVEMENT COATINGS INC	SPRAY TIP FOR CRACK SEALER	310.61
		CROWN POWER & EQUIPMENT	APRON CHAP	515.96
			SCREWS - KUBOTA	2.80
		CWD SUPPLY	CONCRETE FORM RENTAL	235.00
		MAGRUDER LIMESTONE CO INC	4-6" CLEAN, 1" CLEAN, 1" M	2,677.64
			4-6" CLEAN, 1" MINUS	1,254.37
		CINTAS CORPORATION	TRANS DEPT UNIFORMS	106.40
			TRANS DEPT FLOOR MATS	5.33
			TRANS DEPT UNIFORMS	138.60
			TRANS DEPT FLOOR MATS	5.33
		PARKWAY PLAZA TIRE	OIL CHANGE - TRK 6885	66.36
		MEYER ELECTRIC CO INC	TRAFFIC SIGNAL CNTRL INSTA	5,920.00
			RED LIGHT REPAIR	341.84
			LTG CIRCUIT REPAIR - LAZY	400.35
		AMAZON CAPITAL SERVICES INC	COMPUTER DESK	31.16
			SUGAR	16.66
			PAPER TWL, PAPER, TOILET P	38.71
			TAPE, MIC COVERS, SCREEN P	16.27
		COCHRAN ENGINEERING	LOR26-415 - WORK ORDER #2	5,950.00
			LOR26-418 - WORK ORDER #3	1,840.00
		ARMOR EQUIPMENT	WATER PUMP REPAIR-STRT SWE	4,298.58
		WOOD SHED LUMBER	FASTENER	39.90
			MARKER, CHALK, FASTENER, A	60.82
			FASTENER	24.54
		FIRST AID CORP	PAINT REMOVER	30.14
		FOR-MOST DESIGNS	EXCAVATOR BUCKET REPAIR	700.00

DEPARTMENT	FUND	VENDOR NAME	DESCRIPTION	AMOUNT
			BROOM REPAIR ON SKID STEER	2,850.00
			TOTAL:	30,806.24
Water	Water Fund	USABLUBOOK	FLOURIDE REAGENT	953.08
		LAKE SUN LEADER 81525 & 1586450	PN23948 - CCR REPORTS	37.20
			PN23949 - WATER TOWER CLEA	125.20
		POSTMASTER	MAY UTILITY BILLING POSTAG	625.00
		BRENNTAG MID SOUTH INC	CHLORINE AND FLOURIDE	7,428.93
		CORE & MAIN LP	IDLER, SETTER	2,023.48
			PRESSURE REGULATOR VALVE (2,310.00
			PRESSURE REGULATOR VALVE (6	1,914.00
			PRESSURE REDUCING VALVE (6	1,710.00
			GASKET	32.00
		CINTAS CORPORATION	WATER DEPT UNIFORMS	94.11
			WATER DEPT FLOOR MATS	5.33
			WATER DEPT UNIFORMS	94.11
			WATER DEPT FLOOR MATS	5.33
			UNIFORM CREDIT - WATER DEP	38.00-
		PARKWAY PLAZA TIRE	OIL CHANGE - TRK 7340	209.38
		AMAZON CAPITAL SERVICES INC	COMPUTER DESK	31.16
			SUGAR	16.66
			PAPER TWL, PAPER, TOILET P	38.70
			STORAGE CABINET FOR TST EQ	716.40
			TRENCH PICKS	226.86
			BATTERIES	1,140.44
			TAPE, MIC COVERS, SCREEN P	16.26
		GFI DIGITAL	UB PRNTR MAINT 5/11-6/10/2	14.34
			TOTAL:	19,729.97
Sewer	Sewer Fund	POSTMASTER	MAY UTILITY BILLING POSTAG	625.00
		CINTAS CORPORATION	SEWER DEPT UNIFORMS	156.69
			SEWER DEPT FLOOR MATS	5.33
			SEWER DEPT UNIFORMS	156.69
			SEWER DEPT FLOOR MATS	5.33
		AMAZON CAPITAL SERVICES INC	COMPUTER DESK	31.17
			SUGAR	16.66
			PAPER TWL, PAPER, TOILET P	38.71
			TAPE, MIC COVERS, SCREEN P	16.27
		COCHRAN ENGINEERING	LOR26-415 - WORK ORDER #2	2,200.00
			LOR26-415 - WORK ORDER #02	1,650.00
		GFI DIGITAL	UB PRNTR MAINT 5/11-6/10/2	14.35
			TOTAL:	4,916.20
Ambulance	Ambulance Fund	O'REILLY AUTOMOTIVE STORES INC	HEX SET	11.98
		DOUGLAS G WILSON DO PC	APRIL 2026 MEDICAL DIRECTR	1,000.00
		MALIBU BLUE OUTFITTERS	AMBULANCE UNIFORM EMBROIDE	472.00
		PENN CARE INC	MEDICAL SUPPLIES	507.04
			MEDICAL SUPPLIES	2,923.82
			MEDICAL SUPPLIES	619.32
			MEDICAL SUPPLIES	19.56
			TOTAL:	5,553.72
Lee C. Fine Airport	Lee C. Fine Airpor	GIER OIL CO INC	169 GALS LCF UNLEADED GASO	683.93
		LAKE PRINTING COMPANY, INC	AIRPORT DECALS	105.00
		CRAWFORD, MURPHY & TILLY INC	LCF RUNWAY CONST 1/1-1/31/	8,137.74
		SMITH PAPER & JANITOR SUPPLY CO INC	MULTIFLD TWLS, TRASH BAGS,	146.32

DEPARTMENT	FUND	VENDOR NAME	DESCRIPTION	AMOUNT
		PLATINUM CLEANING SOLUTIONS LLC	AP JANITORIAL SVCS 5/4/26	192.50
		SHOWCASE PUBLISHING INC	AD FOR AIRPORTS	<u>250.00</u>
			TOTAL:	9,515.49
Grand Glaize Airport	Grand Glaize Airpo	NAEGLER OIL CO	6006 GAL GG AV FUEL	31,386.96
		O'REILLY AUTOMOTIVE STORES INC	WIPER BLADE, ANTIFREEZE	47.96
		LAKE SUN LEADER 81525 & 1586450	PN23947 - GG PVMNT	129.20
		AMAZON CAPITAL SERVICES INC	TONER	64.89
			JOHN DEERE DECK WHEEL	46.53
		SMITH PAPER & JANITOR SUPPLY CO INC	MULTIFLD TWLS, TRASH BAGS,	146.31
		PLATINUM CLEANING SOLUTIONS LLC	AP JANITORIAL SVCS 5/4/26	120.00
		SHOWCASE PUBLISHING INC	AD FOR AIRPORTS	<u>250.00</u>
			TOTAL:	32,191.85

===== FUND TOTALS =====

10	General Fund	54,229.69
20	Transportation	30,806.24
30	Water Fund	19,729.97
35	Sewer Fund	4,916.20
40	Ambulance Fund	5,553.72
45	Lee C. Fine Airport Fund	9,515.49
47	Grand Glaize Airport Fund	32,191.85

GRAND TOTAL: 156,943.16

**City of Osage Beach
Agenda Item Summary**

Date of Meeting: May 21, 2026
Originator: Kegan Powers, Deputy City Clerk
Presenter: Jeff Fisher, Public Works Director

Agenda Item:

Bill 26-38 - An ordinance of the City of Osage Beach, Missouri, authorizing the Mayor to Sign Change Order #1 for the Water Main Loop-Golfview Lane to Nichols Road Project for an amount not to exceed \$44,720.00, bringing the total contract cost not to exceed \$422,074.00. *Second Reading*

Requested Action:

Second Reading of Bill #26-38

Ordinance Referenced for Action:

Board of Aldermen approval required per Section 110.230. Ordinances, Resolutions, Etc. – Generally and Section 110.240 Adoption of Ordinances.

Deadline for Action:

Not Applicable

Budgeted Item:

Yes

Budget Line Information (if applicable):

Budget Line Item/Title: 30-00-773177 Connecting Water

FY2026 Budgeted Amount:	\$1,042,354.00 total/\$377,354 this project
FY2026 Expenditures to Date (4/09/2026):	(\$ 0.00)
FY2026 Available:	\$1,042,354.00/\$377,354 this project
FY2026 Requested Amount:	\$422,074.00

Department Comments and Recommendation:

The project was awarded in fall of 2024. The contractor was ready to start the job when it was discovered proper easements had not been obtained. The turn over of city staff and improper easements caused the job to be delayed till 2026. Since the job is almost

2 years old the contractor has submitted a change order for material costs increase, increase in labor and increase to scope of work, include a gravel parking lot has been constructed in the path of the water main which will need restored. If approved, a budget amendment will be brought to the Board for approval on May 7th, however we are hopeful that savings can be realized later in the year in other line items so as not to increase the overall budget.

City Attorney Comments:

Per City Code 110.230, Bill 26-38 is in correct form.

City Administrator Comments:

I concur with the department's recommendation.

City of Osage Beach
Agenda Item Summary

Date of Meeting: May 21, 2026
Originator: Kegan Powers, Deputy City Clerk
Presenter: Madeline Moon, Human Resources Director

Agenda Item:

Bill 26-44 - An ordinance of the City of Osage Beach, Missouri, amending Section 125.120 Attendance and Leaves of the City code as set forth. *Second Reading.*

Requested Action:

Second Reading of Bill #26-44

Ordinance Referenced for Action:

Board of Aldermen approval required per Section 110.230. Ordinances, Resolutions, Etc. – Generally and Section 110.240 Adoption of Ordinances.

Deadline for Action:

Not Applicable

Budgeted Item:

Budget Line Information (if applicable):

Department Comments and Recommendation:

Revision of Section 125.120 *Attendance and Leaves E. Occupational Leaves 5. Military Leave* to clarify language, outline procedure, and ensure compliance with Federal regulation under the Uniformed Services Employment and Reemployment Rights Act of 1994 (USERRA).

City Attorney Comments:

Per City Code 110.230, Bill 26-44 is in correct form.

City Administrator Comments:

I concur with the department's recommendation.

City of Osage Beach
Agenda Item Summary

Date of Meeting: May 21, 2026
Originator: Kegan Powers, Deputy City Clerk
Presenter: Todd Davis, Police Chief

Agenda Item:

Bill 26-45 - An ordinance of the City of Osage Beach, Missouri, authorizing the Mayor to sign a contract extension with Lucky 8 LLC for an access agreement. *Second Reading.*

Requested Action:

Second Reading of Bill #26-45

Ordinance Referenced for Action:

Board of Aldermen approval required per Section 110.230. Ordinances, Resolutions, Etc. – Generally and Section 110.240 Adoption of Ordinances.

Deadline for Action:

Not Applicable

Budgeted Item:

Budget Line Information (if applicable):

Department Comments and Recommendation:

This is a request to allow the Police Chief to sign an access agreement between Lucky 8 TV, LLC and the City of Osage Beach for an additional 1 year (through May 3, 2027) for the filming of season 3 of Ozark Law.

Members of the Board, City Administration, and the Police Department have met with Lucky 8 staff and discussed concerns that have risen during season 2. Those concerns have been addressed, and we are confident they will not occur again.

Obviously, people watch Ozark Law to see the law enforcement incidents that occur here at Lake of the Ozarks. This season we will highlighting the many family friendly events that occur in Osage Beach such as America’s 250 Celebration with the Heart of Lake FreedomFest, The Shootout, K9 Cannonball, the progress of the Oasis development etc.

The Police Department recommends approval.

City Attorney Comments:

Per City Code 110.230, Bill 26-45 is in correct form.

City Administrator Comments:

I concur with the department's recommendation.

City of Osage Beach
Agenda Item Summary

Date of Meeting: May 21, 2026
Originator: Kegan Powers, Deputy City Clerk
Presenter: Eric Gregory

Agenda Item:

Bill 26-51 - An ordinance of the City of Osage Beach, Missouri, amending Section 245.030, Park Rules and Regulations, Hours; removing Section 210.2330, City Park Hours of Operation. *Second Reading.*

Requested Action:

Second Reading of Bill #26-51

Ordinance Referenced for Action:

Board of Aldermen approval required per Section 110.230. Ordinances, Resolutions, Etc. – Generally and Section 110.240 Adoption of Ordinances.

Deadline for Action:

Not Applicable

Budgeted Item:

Budget Line Information (if applicable):

Department Comments and Recommendation:

The Parks Department is requesting approval to amend Ordinance 245.030, Park Rules and Regulations, Section B, to change the operating hours of Peanick Park from 6:00 A.M. – 10:00 P.M. to official sunrise to sunset, aligning with the current hours of City Park. The difference in operating hours between the two parks has created confusion for the public. Additionally, closing both parks at sunset is expected to help discourage illegal activity. The Parks Manager recommends approval of this amendment and is available to answer any questions.

City Attorney Comments:

Per City Code 110.230, Bill 26-51 is in correct form.

City Administrator Comments:

I concur with the department's recommendation.

**City of Osage Beach
Agenda Item Summary**

Date of Meeting: May 21, 2026
Originator: Kegan Powers, Deputy City Clerk
Presenter: Eric Gregory

Agenda Item:

Bill 26-52 - An ordinance of the City of Osage Beach, Missouri, amending Ordinance No. 25.103 Adopting the 2026 Annual Operating Budget requesting an amendment for the Hatchery Road Lakefront Paving Project. *Second Reading.*

Requested Action:

Second Reading of Bill #26-52

Ordinance Referenced for Action:

Board of Aldermen approval required per Section 110.230. Ordinances, Resolutions, Etc. – Generally and Section 110.240 Adoption of Ordinances.

Deadline for Action:

Not Applicable

Budgeted Item:

No

Budget Line Information (if applicable):

Budget Amendment

Account Number & Title	Original Budget	Amended Budget
10-10-773278 Park Improvements	\$192,500	\$279,552
10-00-440155 Community & Park Donations	\$9,300	\$96,352

Department Comments and Recommendation:

The Parks Department is requesting approval of a budget amendment, not to exceed \$87,052.00, to fund materials for paving the Hatchery Road lakefront roadway in City Park. The Osage Beach Special Road District has agreed to reimburse the City for this

expense.

A budget amendment is also requested for the Osage Beach Special Roads District project reimbursement not to exceed \$87,052.00.

The project will be completed by the City Street Department using the new paving machine. In 2025, the City partnered with the Osage Beach Special Road District on a similar project, which included paving Hatchery Road to the dog park and maintenance shop.

The Parks Manager recommends approval of this request and is available to answer any questions.

City Attorney Comments:

Per City Code 110.230, Bill 26-52 is in correct form.

City Administrator Comments:

I concur with the department's recommendation.

**City of Osage Beach
Agenda Item Summary**

Date of Meeting: May 21, 2026
Originator: Kegan Powers, Deputy City Clerk
Presenter: Jeff Fisher, Public Works Director

Agenda Item:

Bill 26-53 - An ordinance of the City of Osage Beach, Missouri, authorizing the Mayor to sign a contract with Doctor's at the Lake Inc. for Proctor Road Drainage Improvements in an amount not to exceed \$30,000.00. *Second Reading.*

Requested Action:

Second Reading of Bill #26-53

Ordinance Referenced for Action:

Board of Aldermen approval required per Section 110.230. Ordinances, Resolutions, Etc. – Generally and Section 110.240 Adoption of Ordinances.

Deadline for Action:

Not Applicable

Budgeted Item:

Yes - Capital Improvement Plan

Budget Line Information (if applicable):

Budget Line Item/Title: 20-00-773175 Misc Storm Sewer Projects

FY2026 Budgeted Amount:	\$380,000 total/\$50,000 this project
FY2026 Expenditures to Date (04/27/2026):	(\$ 125.20)
FY2026 Available:	\$379,875 total/\$50,000 this project
FY2026 Requested Amount:	\$30,000

Department Comments and Recommendation:

The Public Works Team is recommending Doctor's Landscaping at the Lake to be Awarded the contract for Proctor Drainage Improvements. The task was budgeted at \$50,000 for 2026. A low-impact landscape design was proposed for the scope of work.

Based upon the contractor's previous work and field of work, we feel they are best suited for this task. The task requires a landscape perspective given the Design Build nature.

City Staff recommends the signing of the contract for \$25,802.00. Staff recommends the City Administrator have authority to spend up to \$30,000.00.

Justification:

Proctor Rd near this project drains into several box culverts which then discharge through the resident's property. Consequently, several years of erosion caused by fast moving discharge has eroded the landscape and shoreline. After discussing our desires for a landscape approach with our on-call engineers, they confirmed the use of this method.

City Attorney Comments:

Per City Code 110.230, Bill 26-53 is in correct form.

City Administrator Comments:

I concur with the department's recommendation.

City of Osage Beach
Agenda Item Summary

Date of Meeting: May 21, 2026
Originator: Cary Patterson, City Planner
Presenter: Cary Patterson, City Planner

Agenda Item:

Bill 26-55 - An ordinance of the City of Osage Beach, Missouri, adopting an amendment to the zoning map of the City of Osage Beach, Missouri by rezoning a parcel of land as described in Rezoning Case #428. *Second Reading.*

Requested Action:

Second Reading of Bill #26-55

Ordinance Referenced for Action:

Rezoning requests require Board of Aldermen approval per Municipal Code Chapter 405 Zoning Regulations

Deadline for Action:

Yes - (90 day rule)

Budgeted Item:

Not Applicable

Budget Line Information (if applicable):

Department Comments and Recommendation:

See enclosed information. The Planning Commission reviewed the request at their meeting on April 24, 2026, and have forwarded it to the Board with a unanimous recommendation for approval.

City Attorney Comments:

Per City Code 110.230, Bill 26-55 is in correct form.

City Administrator Comments:

I concur with the department's recommendation.

City of Osage Beach
Agenda Item Summary

Date of Meeting: May 21, 2026
Originator: Cary Patterson, City Planner
Presenter: Cary Patterson, City Planner

Agenda Item:

Bill 26-56 - An ordinance of the City of Osage Beach, Missouri, adopting an amendment to the zoning map of the City of Osage Beach, Missouri by rezoning a parcel of land as described in Rezoning Case #429. *Second Reading.*

Requested Action:

Second Reading of Bill #26-56

Ordinance Referenced for Action:

Rezoning requests require Board of Aldermen approval per Municipal Code Chapter 405 Zoning Regulations

Deadline for Action:

Yes - (90 Day Rule)

Budgeted Item:

Not Applicable

Budget Line Information (if applicable):

Not Applicable

Department Comments and Recommendation:

See enclosed information. The Planning Commission reviewed the request at their meeting on April 14, 2026, and have forwarded it to the Board with a unanimous recommendation for approval.

City Attorney Comments:

Per City Code 110.230, Bill 26-56 is in correct form.

City Administrator Comments:

I concur with the department's recommendation.

City of Osage Beach
Agenda Item Summary

Date of Meeting: May 21, 2026
Originator: Cary Patterson, City Planner
Presenter: Cary Patterson, City Planner

Agenda Item:

Bill 26-57 - An ordinance of the City of Osage Beach, Missouri, adopting an amendment to the zoning map of the City of Osage Beach, Missouri by rezoning a parcel of land as described in Rezoning Case #430. *Second Reading.*

Requested Action:

Second Reading of Bill #26-57

Ordinance Referenced for Action:

Rezoning requests require Board of Aldermen approval per Municipal Code Chapter 405 Zoning Regulations

Deadline for Action:

Yes - (90 Day Rule)

Budgeted Item:

Not Applicable

Budget Line Information (if applicable):

Not Applicable

Department Comments and Recommendation:

See enclosed information. The Planning Commission reviewed the request at their meeting on April 14, 2026, and have forwarded it to the Board with a unanimous recommendation for approval.

City Attorney Comments:

Per City Code 110.230, Bill 26-57 is in correct form.

City Administrator Comments:

I concur with the department's recommendation.

City of Osage Beach
Agenda Item Summary

Date of Meeting: May 21, 2026
Originator: Kegan Powers, Deputy City Clerk
Presenter: Richard Ross

Agenda Item:
Discussion - Pressure Reducing Valves (PRV)

Requested Action:
Discussion

Ordinance Referenced for Action:

Deadline for Action:

Budgeted Item:

Budget Line Information (if applicable):

Department Comments and Recommendation:
Mayor Ross asked to have this added to the agenda for a discussion.

City Attorney Comments:
Not Applicable

City Administrator Comments:

City of Osage Beach
Agenda Item Summary

Date of Meeting: May 21, 2026
Originator: Cary Patterson, City Planner
Presenter: Cary Patterson, City Planner

Agenda Item:
Presentation - Sports Feasibility Study Phase 2 Presentation

Requested Action:
Presentation — (Sports Feasibility Study Phase 2)

Ordinance Referenced for Action:
Not Applicable

Deadline for Action:

Budgeted Item:

Budget Line Information (if applicable):
Not Applicable

Department Comments and Recommendation:

Victus Advisors is completing the sports feasibility study to evaluate whether a multi-sport venue makes sense for Osage Beach. The study examines whether a venue is appropriate and, if so, what type of facility, which sports, and what general location would best serve the community.

The total estimated cost of the study is \$58,000, structured in two phases. Phase 1 (\$30,000) covers market research, a facility inventory, and initial community input.

Phase 2 (\$28,000) focuses on survey analysis, stakeholder interviews, and final recommendations.

Reminder: Phase 1 determined whether the opportunity was real, while Phase 2 outlines how to approach it

Victus will have materials to review along with a slide presentation at the May 21, 2026 Board of Alderman meeting.

City Attorney Comments:

Not Applicable

City Administrator Comments:

City of Osage Beach
Agenda Item Summary

Date of Meeting: May 21, 2026
Originator: Tara Berreth, City Clerk
Presenter: Cole Bradbury, City Attorney

Agenda Item:

Bill 26-59 - An ordinance of the City of Osage Beach, Missouri, approving the Petition to establish the 54/42 Junction Osage Beach Community Improvement District, approving a Cooperation Agreement in connection with the development of property within the Community Improvement District, and authorizing and directing further action in connection therewith. *First Reading*

Requested Action:

First Reading of Bill #26-59

Ordinance Referenced for Action:

Board of Aldermen approval required per Section 110.230. Ordinances, Resolutions, Etc. – Generally and Section 110.240 Adoption of Ordinances.

Deadline for Action:

Budgeted Item:

Budget Line Information (if applicable):

Department Comments and Recommendation:

This is a petition to create a CID in the area of the Parkway/Highway 42 junction. The developer owns all the property at issue and intends to use the CID to levy an additional sales tax to fund public improvements such as traffic control.

City Attorney Comments:

Per City Code 110.230, Bill 26-59 is in correct form.

City Administrator Comments:

I concur with the department's recommendation.

AN ORDINANCE APPROVING A PETITION FOR THE ESTABLISHMENT OF THE 54/42 JUNCTION OSAGE BEACH COMMUNITY IMPROVEMENT DISTRICT, APPROVING A COOPERATION AGREEMENT IN CONNECTION WITH THE DEVELOPMENT OF PROPERTY WITHIN THE COMMUNITY IMPROVEMENT DISTRICT, AND AUTHORIZING AND DIRECTING FURTHER ACTIONS IN CONNECTION THEREWITH.

WHEREAS, Sections 67.1401 to 67.1571 of the Revised Statutes of Missouri (the “CID Act”) authorize the governing body of any municipality, upon a proper petition requesting the formation and after a public hearing, to adopt an ordinance establishing a community improvement district; and

WHEREAS, the City of Osage Beach, Missouri (the “City”) has received the Petition for the Establishment of a Community Improvement District, attached hereto as Exhibit A and incorporated herein by reference (the “CID Petition”), which seeks to establish the 54/42 Junction Osage Beach Community Improvement District (the “CID”) on approximately 18.1 acres of property where approximately 16.12 acres property is generally located northwest of Osage Beach Parkway and Missouri State Highway 42 intersection and an additional approximately 1.98 acres is located southwest of the Osage Beach Parkway and Missouri State Highway 42 intersection, between the north and south legs of Osage Beach Parkway; and

WHEREAS, the City Clerk has verified the CID Petition complies with the CID Act; and

WHEREAS, the City held a duly-noticed public hearing on June 4, 2026 in accordance with the CID Act, at which all persons interested in the formation of the CID were allowed an opportunity to be heard and speak and at which time the City’s Board of Aldermen heard all protests, objections and received all endorsements, all in accordance with the CID Act; and

WHEREAS, Section 70.220 of the Revised Statutes of Missouri authorizes the City to cooperate with other political subdivisions and political entities for the planning, development, construction, acquisition or operation of any public improvement or facility; and

WHEREAS, the City desires to enter into a Cooperation Agreement with the CID and the Carl D. Williams Family Limited Partnership (the “Developer”) in substantially the form of Exhibit B attached hereto and incorporated herein by reference (the “Cooperation Agreement”) to set forth the terms and conditions upon which certain community improvement projects will be financed, constructed, and maintained;

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

Section 1. Creation of CID. The 54/42 Junction Osage Beach Community Improvement District is hereby created within the City as a political subdivision of the State of Missouri having the powers and purposes set forth in the CID Petition. The CID shall include the contiguous tracts of real estate described in **Exhibit A** of the CID Petition. Subject to further

approvals by the CID and its qualified voters, the District is authorized to impose a sales tax, as described in the CID Petition.

Section 2. CID Term. The term of the existence of the CID shall be 27 years beginning on the effective date of this Ordinance, as further set forth in the CID Petition and in accordance with Section 67.1481 of the CID Act.

Section 3. CID Board of Directors. The CID shall be governed by a board of directors consisting of five (5) directors hereafter appointed by the Mayor with the consent of the Board of Aldermen in accordance with the CID Act, subject to the qualifications set forth in the CID Petition. The initial members of the District's board of directors are hereby appointed, as of the effective date of this Ordinance, as follows:

<u>Name</u>	<u>Initial Term</u>
Dylan Phillips	4 years
Belinda Phillips	4 years
Richard Ross	2 years
Kevin Rucker	2 years
Devin Lake	2 years

Successor members of the District's board of directors shall be appointed for four-year terms. The CID's Board of Directors shall hold its initial meeting on such date and at such time as a quorum of directors is available.

Section 4. Notice to Department of Economic Development. The City Clerk is hereby directed to prepare and file with the Missouri Department of Economic Development the report specified in Section 67.1421.6 of the CID Act.

Section 5. Approval of Cooperation Agreement. The Board of Aldermen finds and determines that it is necessary and desirable to enter into the Cooperation Agreement. The Cooperation Agreement, in substantially the form of Exhibit B attached hereto, is hereby approved with such changes therein as shall be approved by the Mayor, the Mayor's signature thereon being conclusive evidence of his approval thereof. The Mayor is hereby authorized and directed to execute the Cooperation Agreement on behalf of the City. The City Clerk is hereby authorized and directed to affix the seal of the City to the Cooperation Agreement and to attest said seal.

Section 6. Further Authority. The officials, officers, and agents of the City are hereby authorized and directed to execute all documents and take such actions as they may deem necessary or advisable to carry out and perform the purposes of this Ordinance and to make ministerial alterations, changes or additions to the documents herein approved, authorized and confirmed which they may approve, and the execution of such action shall be conclusive evidence of such necessity or advisability. All actions taken to date by the officials, officers, and agents of the City with respect to the CID Petition and the CID, including, without limitation, the provision of notices for the public hearing regarding the creation of the CID, are hereby ratified.

Section 7. Severability. The sections of this Ordinance shall be severable. If any section of this Ordinance is found by a court of competent jurisdiction to be invalid, the remaining sections shall remain valid, unless the court finds that: (a) the valid sections are so essential to and inseparably connected with and dependent upon the void section that it cannot be presumed that the City's Board of Aldermen has or would have enacted the valid sections without the void one; and (b) the valid sections, standing alone, are incomplete and are incapable of being executed in accordance with the legislative intent.

Section 8. Effective Date. This Ordinance shall be in full force and effect from and after the date of passage and approval of the Mayor.

READ FIRST TIME: _____ READ SECOND TIME: _____

I hereby certify that Ordinance No.26.59 was duly passed on _____, 2026 by the Board of Aldermen of the City of Osage Beach. The votes thereon were as follows:

Ayes:

Nays:

Abstentions:

Absent:

This Ordinance is hereby transmitted to the Mayor for his signature.

Date

Tara Berreth, City Clerk

Approved as to form:

Cole Bradbury, City Attorney

I hereby approved Ordinance No. _____.

Richard Ross, Mayor

Date

Tara Berreth, City Clerk

EXHIBIT A
CID PETITION

[On file in the City Clerk's Office]

EXHIBIT B

COOPERATION AGREEMENT

[On file in the City Clerk's Office]

**PETITION FOR THE ESTABLISHMENT OF A
COMMUNITY IMPROVEMENT DISTRICT**

To The City of Osage Beach, Missouri:

The undersigned petitioners (“*Petitioners*”) are the owners or representatives of the owners of record of more than fifty percent (50%) (a) by assessed value of all real property within the hereinafter described community improvement district, and (b) per capita of all owners of real property within the hereinafter described community improvement district. Petitioners hereby petition and request that the City of Osage Beach, Missouri (the “*City*”), establish a community improvement district as described herein, to be known as the **54/42 JUNCTION OSAGE BEACH COMMUNITY IMPROVEMENT DISTRICT** (the “*District*”), pursuant to the authority of the Community Improvement District Act, Sections 67.1401 to 67.1571 of the Revised Statutes of Missouri, as amended (the “*CID Act*”).

1. The proposed District is contiguous and located entirely within the City.
2. A legal description of the proposed District is set forth as **Exhibit A**, attached hereto and incorporated herein by reference. A map illustrating the boundaries of the proposed District is set forth as **Exhibit B**, attached hereto and incorporated herein by reference.
3. The name of the proposed District is the 54/42 Junction Osage Beach Community Improvement District.
4. The proposed District, including a public right-of-way owned by the City and a public right-of-way owned by the Missouri Department of Transportation (collectively, the “*Rights-of-Way*”), consists of approximately 18.1 acres and all real property located within the proposed District has a total current assessed value of approximately \$790,710. The Rights of Way are approximately 0.97 acres.
5. Petitioners represent more than 50% per capita of all owners of the real property located within the boundaries of the proposed District, and more than 50% of all real property within the boundaries of the proposed District by assessed value, as more particularly described in the signature blocks to this Petition for the Establishment of a Community Improvement District (this “*Petition*”) and as set forth in the table below.

Owner	Parcel Identification Number	Acres	Assessed Value
Carl D. Williams Family Limited Partnership	09-3.0-06.2-000.0-001-002.003	1.98	\$405,890
Carl D. Williams Family Limited Partnership	09-3.0-06.1-000.0-002-002.004	1.74	\$76,960
Carl D. Williams Family Limited Partnership	09-3.0-06.2-000.0-001-002.005	0.84	\$33,700
Carl D. Williams Family Limited Partnership	09-3.0-06.2-000.0-001-002.001	1.20	\$48,260
Carl D. Williams Family Limited Partnership	09-3.0-06.2-000.0-001-002.006	2.97	\$201,960
Carl D. Williams Family Limited Partnership	09-3.0-06.1-000.0-002-078.000	1.00	\$330

Carl D. Williams Family Limited Partnership	09-3.0-06.2-000.0-001-002.000	7.40	\$23,610
City (public right-of-way)	None assigned	0.57	N/A
Missouri Department of Transportation (public right-of-way)	None assigned	0.40	N/A
Total:		18.10 Acres	\$790,710

6. Petitioner is not seeking a determination that the proposed district, or any legally described portion thereof, is a blighted area.
7. The proposed District shall be formed as a political subdivision governed by a board of directors composed of five (5) directors appointed by the Mayor of the City, with the consent of the City's Board of Aldermen. Each director shall, during his or her term, meet the qualifications of Section 67.1451.2 of the CID Act and, except as otherwise necessary to meet with requirements of Section 67.1451.2(3) of the CID Act, each director shall be an owner of real property or of a business operating within the proposed District or an authorized representative of such owner or business. In addition to the foregoing qualifications, the proposed District's Board of Directors shall include three persons (i.e. three of the five directors) designated by the Mayor of the City, at least one of which will satisfy the requirements of Section 67.1451.2(3) of the CID Act. Successor directors shall be appointed in the same manner as the initial board of directors. Successor directors shall serve for a term of four years.
8. The Petitioner hereby requests that the Mayor, with the consent of the Board of Aldermen, appoint the initial directors with the respective terms of office as set forth in the table below.

Name	Initial Term
Dylan Phillips	4 years
Belinda Phillips	4 years
Richard Ross (meets the requirements of Section 67.1451.2(3) of the CID Act)	2 years
Bob O'Steen (meets the requirements of Section 67.1451.2(3) of the CID Act)	2 years
Devin Lake	2 years

9. Petitioners do not seek any other limitations on the borrowing capacity of the proposed District. Notwithstanding anything in this Petition to the contrary, obligations, if any, issued by or on behalf of the proposed District to finance the costs of the CID Project (as defined herein) may be issued in one or more phases.
10. Petitioners do not seek limitations on the revenue generation of the proposed District, except as otherwise provided in this Petition.
11. The proposed District shall have all powers provided in the CID Act, except as otherwise provided in this Petition.
12. The proposed District shall be authorized, upon approval by the qualified voters of the proposed District, to impose a sales and use tax (the "**Sales Tax**") at a rate of up to one percent (1%) on all eligible retail sales made in the proposed District in accordance with Section 67.1545 of the

CID Act, for a period not to exceed the term of the District, as such term may be extended from time to time pursuant to Section 67.1481 of the CID Act.

13. Notwithstanding anything in the CID Act or this Petition to the contrary, the proposed District shall have no power to levy special assessments and, therefore, the maximum rates of special assessments proposed in this Petition are zero.
14. The proposed District shall not submit any real property taxes or business license taxes to the qualified voters for approval and therefore the maximum rates of real property taxes and business license taxes proposed in this Petition are zero.
15. A five-year plan stating a description of the purposes of the proposed District, the services it will provide, the improvements it will make and an estimate of costs of these services and improvements to be incurred (collectively, the “*Project*” or “*CID Project*”), is set forth in Exhibit C, attached hereto and incorporated herein by reference. It is anticipated that the proposed District will use the moneys received from the imposition of the Sales Tax to finance and reimburse those eligible Project costs incurred on its behalf. The anticipated term of the Sales Tax is for a period not to exceed the term of the District, as such term may be extended from time to time pursuant to Section 67.1481 of the CID Act.
16. The estimated cost of the Project is \$5,154,960 (excluding amounts of financing, underwriters’ fees and discounts, costs of printing any notes, bonds or other obligations and any official statements relating thereto, costs of credit enhancement, if any, interest, capitalized interest, debt service reserves and the fees of any rating agency, placement fees, or other costs of issuance of any obligations issued by the proposed District, and the proposed District’s administrative fees and expenses including, but not limited to, fees and costs of planning consultants, advisors, auditors and legal counsel), as more particularly described in Exhibit C, attached hereto and incorporated herein by reference.
17. The proposed length of time for the existence of the proposed District shall not exceed 27 years from the adoption of the ordinance establishing the proposed District unless the City extends the length of time under Section 67.1481 of the CID Act.
18. The signatures of the signers of this Petition may not be withdrawn later than seven days after this Petition is filed with the City Clerk.
19. Petitioners respectfully request that the proposed District be established pursuant to the CID Act.

Dated this 4th day of May, 2026.

PETITIONER:

NAME OF OWNER: Carl D. Williams Family Limited Partnership

TELEPHONE NUMBER: 573-692-4979

MAILING ADDRESS: 847 State Road A, Linn Creek, Missouri 65052

NAMES OF SIGNERS AND BASIS OF LEGAL AUTHORITY TO SIGN: Belinda Phillips, Managing Partner

SIGNERS' TELEPHONE NUMBER: 573-692-4979

SIGNERS' MAILING ADDRESS: 847 State Road A, Linn Creek, Missouri 65052

TYPE OF ENTITY: Missouri limited partnership

MAP: See **Exhibit B**


PARCEL IDENTIFICATION NUMBER: 09-3.0-06.2-000.0-001-002.003,
09-3.0-06.1-000.0-002-002.004,
09-3.0-06.2-000.0-001-002.005,
09-3.0-06.2-000.0-001-002.001,
09-3.0-06.2-000.0-001-002.006,
09-3.0-06.1-000.0-002-078.000, and
09-3.0-06.2-000.0-001-002.000

ASSESSED VALUE: \$405,890,
\$76,960,
\$33,700,
\$48,260,
\$201,960,
\$330, and
\$23,610, respectively

[SIGNATURE PAGE OF PETITIONER FOLLOWS]

By executing this Petition on this 1st day of May 2026, the undersigned represents and warrants that she is authorized to execute this Petition on behalf of the property owner named immediately above. The undersigned also acknowledges that her signature may not be withdrawn later than seven (7) days after this Petition is filed with the City Clerk.

CARL D. WILLIAMS FAMILY LIMITED PARTNERSHIP


By: 
Name: Belinda Phillips
Title: Managing Partner

STATE OF Missouri)
COUNTY OF Miller)

SS.

On this 1st day of May in the year 2026 before me, GM McDaniel, a Notary Public in and for said state, personally Belinda Phillips of the Carl D. Williams Family Limited Partnership, known to me to be the person who executed the within Petition in behalf of said limited partnership and acknowledged to me the she executed the same for the purposes therein stated.

Subscribed and affirmed before me this 1st day of May, 2026.


Notary Public
Printed Name: GM McDaniel
My Commission Expires: 11/12/2029

G M MCDANIEL
NOTARY PUBLIC - NOTARY SEAL
STATE OF MISSOURI
MY COMMISSION EXPIRES NOVEMBER 12, 2029
MILLER COUNTY
COMMISSION #17981001

PETITIONER:

NAME OF OWNER: City of Osage Beach, Missouri

TELEPHONE NUMBER: _____

MAILING ADDRESS: _____

NAMES OF SIGNERS AND BASIS OF
LEGAL AUTHORITY TO SIGN: _____

SIGNERS' TELEPHONE NUMBER: _____

SIGNERS' MAILING ADDRESS: _____

TYPE OF ENTITY: _____

MAP: See **Exhibit B**

PARCEL IDENTIFICATION NUMBER: None assigned (public right-of-way)

ASSESSED VALUE: None assigned (public right-of-way)

[SIGNATURE PAGE OF PETITIONER FOLLOWS]

PETITIONER:

NAME OF OWNER: Missouri Department of Transportation

TELEPHONE NUMBER: _____

MAILING ADDRESS: _____

NAMES OF SIGNERS AND BASIS OF LEGAL AUTHORITY TO SIGN: _____

SIGNERS' TELEPHONE NUMBER: _____

SIGNERS' MAILING ADDRESS: _____

TYPE OF ENTITY: _____

MAP: See **Exhibit B**

PARCEL IDENTIFICATION NUMBER: None assigned (public right-of-way)

ASSESSED VALUE: None assigned (public right-of-way)

[SIGNATURE PAGE OF PETITIONER FOLLOWS]

Exhibit A

Legal Description of Proposed District

For "Tract 2 CID Boundary":

SUBDIVISION DESCRIPTION

A tract of land being a part of Lots 11, 12 and 13, "RICE'S SUBDIVISION", a subdivision of Camden County, Missouri, and also being parts of tracts as described in Book 293, page 662, Book 544, page 605 and Book 680, page 191, all in the east half of Government Lot 3 of the northeast quarter of Section 6, Township 39 North, Range 15 West, Camden County, Missouri, more particularly described as beginning at the easternmost corner of Lot 7, "TEE OFF COMMERCIAL PARK, LOTS 7 & 8, AMENDED PLAT", a subdivision of Camden County, Missouri, thence $S72^{\circ}42'48''W$, along the southerly line of said Lot 7, 100.54 ft., to the easterly right-of-way of FORT OSAGE LANE; thence southerly along said easterly right-of-way the following courses: thence $S04^{\circ}47'27''W$, 3.41 ft., to a point 54.0 ft. left of station 4+15; thence $S03^{\circ}10'31''E$, 211.67 ft., to a point 46.0 ft. left of station 6+29.62; thence $S12^{\circ}12'53''E$, 18.39 ft., to a point 47.0 ft. left of station 6+47.98 at the intersection with the northwesterly right-of-way of U.S. Highway 54; thence northeasterly along said northwesterly right-of-way the following courses: thence $N77^{\circ}37'11''E$, 19.03 ft.; thence $N68^{\circ}01'14''E$, 6.18 ft., to a point being 100.0 ft. right of station 257+00; thence on a curve to the left, said curve having a radius of 600.38 ft., and an arc length of 1045.59 ft., to a point being 85.0 ft. left of station 32+45.54, on the southerly right-of-way of BUSINESS ROUTE 54 WEST BOUND; thence along said southerly right-of-way the following courses: thence $N81^{\circ}02'14''W$, 30.88 ft., to a point being 63.0 ft. left of station 32+65; thence $S69^{\circ}52'49''W$, 213.08 ft., to a point being 37.50 ft. left of station 34+62.16; thence $S69^{\circ}52'37''W$, 40.17 ft., to a point being 40.0 ft. left of station 35+00; thence $S80^{\circ}14'17''W$, 143.73 ft., to the easterly line of said Lot 7; thence leaving said southerly right-of-way, $S32^{\circ}20'12''E$, along the easterly line of Lot 7, 51.98 ft., to the point of beginning.

For "Tract 1 CID Boundary":

TRACT 1 CID BOUNDARY LAND DESCRIPTION

All of Lots 1 – 4 of Rice's Subdivision Amended Plat, part of Osage Beach Parkway and part of Section 6, Township 39 North, Range 15 West, Camden County, Missouri, and being more particularly described as follows:

"Commencing at the northwest corner of the east half of Lot 3 of the northeast quarter of said Section 6, run South 38 degrees 43 minutes 57 seconds East (deed = South 39 degrees 00 minutes East) a distance of 19.30 feet to an existing iron pin for the POINT OF BEGINNING; thence North 81 degrees 01 minutes 38 seconds East a distance of 1322.11 feet to a point on the east right-of-way of Osage Beach Parkway; thence along and with the said right-of-way, South 01 degrees 23 minutes 26 seconds West a distance of 32.25 feet; thence continue along said right-of-way along a 04 degree 47 minute 22 second degree curve to the right in a southerly direction with a radius of 1196.28 feet, an arc length of 311.23 feet, a chord bearing of South 07 degrees 40 minutes 37 seconds East and a chord distance of 310.35 feet, thence departing the said right-of-way, North 88 degrees 44 minutes 09 seconds West a distance of 144.74 feet to an existing iron pin on the west right-of-way of said Osage Beach Parkway, being the southeast corner of Lot 2 of Rice's Subdivision Amended Plat; thence along and with the said right-of-way, South 05 degrees 48 minutes 51 seconds West a distance of 130.18 feet to another existing iron pin; thence departing the said right-of-way, North 88 degrees 44 minutes 09 seconds West a distance of 250.00 feet to another existing iron pin; thence South 01 degrees 15 minutes 51 seconds West a distance of 75.00 feet to another existing iron pin; thence South 68 degrees 44 minutes 09 seconds East a distance of 240.93 feet to another existing iron pin on the said west right-of-way of Osage Beach Parkway; thence along and with the said right-of-way the following five (5) courses: (1) along a 5 degree 28 minute 34 second degree curve to the right in a southerly direction with an arc length of 4.71 feet, a radius of 1046.28 feet, a chord bearing of South 10 degrees 57 minutes 08 seconds West and a chord length of 4.71 feet to another existing iron pin 26 feet right of station 29+25.32, (2) thence departing the said curve and running with a compound 9 degree 10 minute 55 second degree curve to the right in a southwesterly direction with an arc length of 359.89 feet, a radius of 624.00 feet, a chord bearing of South 41 degrees 03 minutes 47 seconds West and a chord length of 354.73 feet to an existing right-of-way monument 26 feet right of station 33+00, (3) thence departing the said curve South 71 degrees 10 minutes 43 seconds West a distance of 189.45 feet to another existing right-of-way monument, (4) South 80 degrees 28 minutes 45 seconds West a distance of 111.76 feet to another existing iron pin and (5) South 85 degrees 45 minutes 09 seconds West a distance of 61.42 feet to another existing iron pin; thence departing the said right-of-way, North 32 degrees 15 minutes 49 seconds West (old deeds = North 33 degrees 55 minutes West and North 33 degrees 46 minutes 30 seconds West) a distance of 152.33 feet to another existing iron pin; thence North 64 degrees 25 minutes 49 seconds West (old deeds = North 66 degrees 05 minutes West and North 65 degrees 56 minutes 30 seconds West) a distance of 109.90 feet to another existing iron pin; thence North 38 degrees 43 minutes 57 seconds West a distance of 659.81 feet (old deeds = North 39 degrees 00 minutes West and North 40 degrees 14 minutes 38 seconds West a distance of 680.7 feet) returning to the point of beginning."

Containing 16.12 Acres

Subject to any rights-of-way, restrictions, reservations, condition easements and exceptions of record.

Exhibit B

Boundary Map of the Proposed District

The boundaries of the proposed District are outlined as shown on the following map. The properties shown are contiguous, as described in the CID Act.

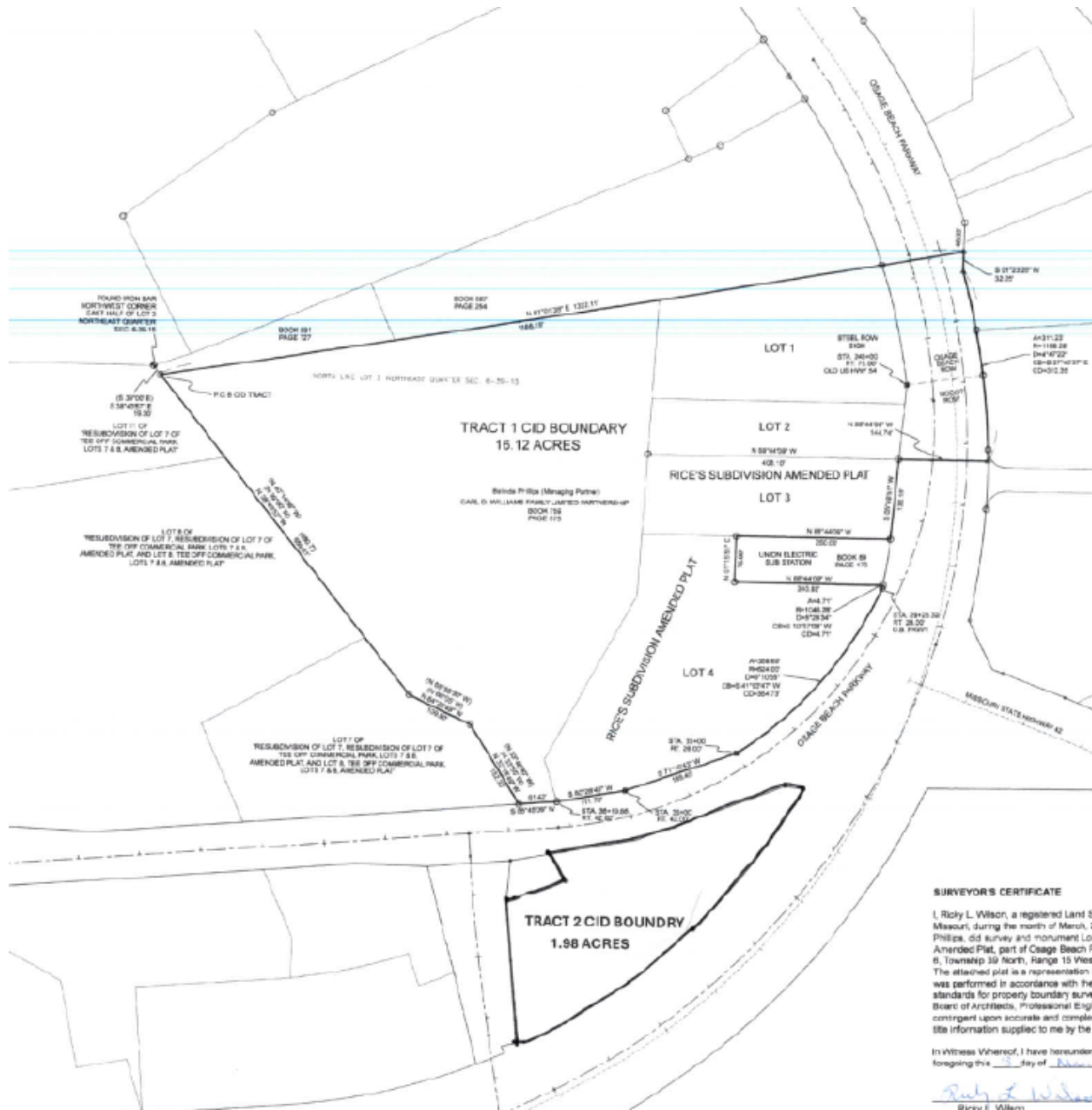


Exhibit C

FIVE-YEAR PLAN

54/42 JUNCTION OSAGE BEACH COMMUNITY IMPROVEMENT DISTRICT

DATED: MAY 4, 2026

Introduction

The Petitioners proposes to create the 54/42 Junction Osage Beach Community Improvement District (the “*District*”) pursuant to the Community Improvement District Act, Sections 67.1401 to 67.1571 of the Revised Statutes of Missouri, as amended, (the “*CID Act*”). Section 67.1421 of the CID Act requires that the petition for the creation of the proposed District be accompanied by a five-year plan, which includes a description of the purposes of the proposed District, the services it will provide, the improvements it will make and an estimate of the costs of these services and improvements to be incurred. This Five-Year Plan (the “*Plan*”) is presented in order to comply with the statutory requirement referenced above.

Generally, a community improvement district is a statutory tool a municipality may implement in order to allow a specific area of the municipality to fund (either in part or in whole) certain improvements and services within the defined area by securing a portion of the area’s own economic activity.

This Plan contains the following: (A) a description of the purposes of the proposed District and the services to be provided and the improvements to be made by the proposed District; (B) an estimate of costs of the services and improvements to be incurred; (C) the anticipated sources of funds to pay the costs of such services and improvements; (D) the anticipated term of the sources of funds to pay the costs of such services and improvements; and (E) an anticipated schedule for the proposed District’s services and improvements and other activities over a five-year period. This Plan is an integral and composite part of the Petition for the Establishment of a Community Improvement District (the “*Petition*”) to which it is attached and incorporated therein by reference.

A. Purposes of the Proposed District and the Public Improvements to be Made and Services to be Provided

The proposed District totals approximately 18.10 acres, which includes 0.97 acres of public rights-of-way, and is generally bounded by and adjacent to Osage Beach Parkway to the east and south and Highway 54 to the west and north, all in the City of Osage Beach, Missouri (the “*City*”). The proposed District is contiguous.

The District is proposed to be a political subdivision of the State of Missouri. The proposed District, pursuant to the CID Act, is empowered to provide a variety of public services and to finance a number of different public improvements within its boundaries, which services and improvements will be paid for from revenues from taxes imposed within its boundaries.

The purpose of the proposed District is to provide assistance to or to construct, reconstruct, install, repair, maintain, and equip certain public improvements within its boundaries, to support business activity and economic development in the proposed District and to provide services and activities as allowed under Section 67.1461 of the CID Act. In general, the proposed District may undertake any of the public improvements or provide for any of the activities or services set forth in the CID Act.

Pursuant to Section 67.1461 of the CID Act the proposed District may acquire by purchase, lease, gift, grant, bequest, devise or otherwise, any real property within its boundaries, personal property, or any interest in such property. The proposed District may also sell, lease, exchange, transfer, assign, mortgage, pledge, hypothecate, or otherwise encumber or dispose of any real or personal property or any interest in such property. The proposed District may dedicate to the City, with the City's consent, streets, sidewalks, parks, and other real property and improvements located within its boundaries for public use. To fund any or all of its activities in connection with the exercise of any of the above or any other powers of the proposed District under Section 67.1461 of the CID Act, the proposed District may borrow money from any public or private source and issue obligations or cause obligations to be issued on its behalf, in one or more phases, and provide security for repayment of the same as provided in the CID Act.

The proposed District is being formed to raise revenues by imposing an additional community improvement district sales and use tax (the "*CID Sales Tax*") at the rate of up to one percent (1%) on all taxable retail sales within its boundaries which are subject to taxation pursuant to Sections 144.010 to 144.525 of the Revised Statutes of Missouri, as amended, except sales of motor vehicles, trailers, boats or outboard motors and sales to or by public utilities and providers of communications, cable or video services.

The imposition of the CID Sales Tax is subject to approval by the qualified voters within the proposed District. To the extent that there are no registered voters within the proposed District, the CID Act provides that the qualified voters are the owners of one or more parcels of real property located within the proposed District per the tax records of Camden County, Missouri ("*County*") as of the thirtieth day before the date of the applicable election. Once the proposed District is established by ordinance of the City, the proposed District's Board of Directors will submit the question of whether it shall be authorized to impose the CID Sales Tax to the qualified voters for approval in accordance with this Plan.

Notwithstanding anything in the CID Act to the contrary, the proposed District shall have no power to levy special assessments, real property taxes, or business license taxes.

It is anticipated that the Petitioner Carl D. Williams Family Limited Partnership will undertake the development and construction of the herein-defined CID Project, except that a portion of the site improvements within the proposed District may be completed by one or more tenants.

The specific purpose of the District is to fund the public improvements and services in connection with the development, operation, and maintenance of two existing commercial retail businesses, and the anticipated development, operation, and maintenance of two new fast-food restaurants (at least one of which includes drive-thru lane(s)), a new full-service restaurant, and a new commercial retail strip center (together with any public improvements, activities, or services outlined in this Plan, the "*CID Project*" or "*Project*").

B. Estimate of the Costs of Public Improvements and Services to be Incurred

The estimated cost of the CID Project is \$5,154,960, as described in the following table. The amount in each budget category is an estimate. Savings in one budget category may be applied to additional costs incurred in other budget categories. The estimate cost of the CID Project set forth below excludes costs of issuance as described in the Petition, if any, and the proposed District's administrative fees and expenses including, but not limited to, fees and costs related to the proposed District's formation, planning consultants, advisors, auditors and legal counsel) and the reimbursement of the City of its reasonable and actual expenses incurred to establish the proposed District and review annual budgets and reports of the proposed District required to be submitted to the City, provided that such annual reimbursement shall not exceed one and one-half percent of the revenues collected by the proposed District in such year.

Item	Amount
PHASE I	
<ul style="list-style-type: none"> • Detention basin construction and cut/fill finished grading 	\$220,560
<ul style="list-style-type: none"> • Entry drives 	\$5,000
<ul style="list-style-type: none"> • Erosion control and rip rap 	\$43,000
<ul style="list-style-type: none"> • Junction box and restrictor structure 	\$36,500
<ul style="list-style-type: none"> • Utility work 	\$25,700
<ul style="list-style-type: none"> • Modular block retaining wall 	\$54,600
<ul style="list-style-type: none"> • Geotechnical reports and monitoring 	\$20,000
<ul style="list-style-type: none"> • Missouri Department of Transportation-related median work 	\$90,000
<ul style="list-style-type: none"> • Engineering 	\$30,000
<ul style="list-style-type: none"> • Permits, fees, and inspections 	\$50,000
<ul style="list-style-type: none"> • Shared access points (construction) 	\$55,000
<ul style="list-style-type: none"> • Hydro seed 	\$6,600
<ul style="list-style-type: none"> • Construction management 	\$50,000
<ul style="list-style-type: none"> • Legal 	\$35,000
<ul style="list-style-type: none"> • Contingency 	\$144,000
<ul style="list-style-type: none"> • Site improvements to be completed by one or more tenants to include, but not limited to, (i) curb and gutter, (ii) utilities, (iii) lighting, and (iv) pavements 	\$750,000
PHASE II	
<ul style="list-style-type: none"> • Utility connections (including storm water treatment) 	\$100,000
<ul style="list-style-type: none"> • Storm water detention/retention 	\$250,000

• Temporary storm water BMPs	\$50,000
• Fill/cut grading	\$750,000
• Modular block retaining wall	\$275,000
• Geotechnical reports	\$50,000
• Engineering	\$75,000
• Permits, fees, and inspections	\$45,000
• Traffic studies	\$30,000
• Shared interior roads and access points	\$40,000
• Site improvements	\$1,764,000
• Construction management	\$75,000
• Legal/professional services	\$35,000
TOTAL:	\$5,154,960

The proposed District may fund any portion of the costs of acquisition, design, construction, operation and maintenance of the CID Project. The CID Act mandates that existing City services will continue to be provided within a proposed district at the same level as before the proposed district was created (unless services are decreased throughout the City) and that any proposed district services shall be in addition to existing City services. The Petitioner anticipates that City services will continue to be provided within the proposed District at the same level as before the proposed District was created, and the proposed District will not cause the level of City services within the proposed District to diminish. Without the additional funding provided by the proposed District, the Petitioner would not be able to adequately develop, operate, and maintain the CID Project.

C. Anticipated Sources of Funds to Pay the Costs of Services and Improvements

As stated above, it is anticipated that the Petitioners, or one or more tenants with respect to certain site improvements only, will advance the costs of the CID Project and that, upon substantial completion of the construction of a phase of the CID Project, the proposed District will reimburse for the costs of the applicable CID Project phase on a “pay-as-you-go” basis.

The proposed District anticipates raising revenues through the imposition of the CID Sales Tax at the rate of up to one percent (1%) on all taxable retail sales within its boundaries which are subject to taxation pursuant to Sections 144.010 to 144.525 of the Revised Statutes of Missouri, as amended, except sales of motor vehicles, trailers, boats or outboard motors and sales to or by public utilities and providers of communications, cable or video services. For the portion of 2026 that the proposed District is in existence, it is anticipated that the CID Sales Tax will generate revenues of approximately \$10,250 from the two existing commercial retail businesses and the new fast-food restaurant with drive-thru that is anticipated to open in 2026. In 2027, the first full year of the proposed District’s existence, it is anticipated that the CID Sales Tax will generate \$87,047 in taxable sales generated from the two existing commercial

retail businesses, the new fast-food restaurant with drive-thru anticipated to open in 2026, and an additional fast-food restaurant. In 2029, it is anticipated that all of the District's improvements will be completed. In 2030, it is anticipated that the CID Sales Tax will generate revenues of approximately \$182,391, which revenues are anticipated to increase by three percent each year thereafter.

It is anticipated that the proposed District, the City, and certain other parties will enter into an agreement that, among other things, sets forth the terms for reimbursing costs of the CID Project. As further set forth in the aforementioned agreement, on an annual basis, the CID Sales Tax revenues will be applied as follows: (a) first, to fund the on-going administrative costs of the proposed District, the amount of which will be determined by the proposed District's Board of Directors in connection with the adoption of the annual budget of the proposed District, (b) second, to fund the City's reasonable and actual expenses incurred to establish the proposed District and review annual budgets and reports of the proposed District required to be submitted to the City, provided that such annual reimbursement shall not exceed one and one-half percent of the revenues collected by the proposed District in such year, and (c) third, to fund costs of the CID Project or to pay interest on and principal of any obligations issued by or on behalf of the proposed District to finance the costs of the CID Project. This formula will be applied throughout the term of the proposed District.

As stated above, CID Sales Tax revenues may be used to fund in part either direct costs of the CID Project or financing costs of the CID Project, or both.

D. Anticipated Term of the Sources of Funds to Pay the Costs of Services and Improvements

The proposed District is anticipated to collect the CID Sales Tax for a period not to exceed the term of the District, as such term may be extended from time to time pursuant to Section 67.1481 of the CID Act. The proposed length of time for the existence of the proposed District shall not exceed 27 years from the adoption of the ordinance establishing the proposed District unless the City extends the length of time under Section 67.1481 of the CID Act.

However, if there are no outstanding or anticipated costs of the CID Project and the principal of and interest on any obligations issued by the proposed District, if any, to finance the costs of the CID Project have been paid in full prior to the end of such period, the proposed District shall take steps to repeal the CID Sales Tax and the Petitioners (or any of their respective successors in interest to the real property located within the proposed District) shall seek to terminate the proposed District in accordance with Section 67.1481 of the CID Act.

Based upon the estimated annual CID Sales Tax revenues and assuming that (1) the proposed District has initial annual administrative costs of \$10,000, that increase by three percent each year thereafter, (2) the City's annual administrative costs are one and one-half percent of the annual revenues of the proposed District, and (3) the District reimburses costs of the CID Project on a "pay-as-you-go" basis, it is anticipated that the proposed District's debts will be paid off in or about 2051, and that the term of the CID Sales Tax would end in or about the calendar year 2051 or 2052.

E. Anticipated Schedule for Services and Improvements and Other Activities

On the next page is a summary of the anticipated schedule for services and improvements and other activities anticipated to be provided by the proposed District over the initial five-year period.

Year **Improvements, Activities and Services**

- 2026**
- Establish District
 - District’s Board of Directors authorizes imposition of CID Sales Tax
 - District holds mail-in election to impose CID Sales Tax
 - Phase one of CID Project commences
 - Provide financing for a portion of the costs of the CID Project
 - Provide for collection of CID Sales Tax
 - District provides for its on-going administration
- 2027**
- Phase two of CID Project commences
 - Provide financing for a portion of the costs of the CID Project
 - Provide for collection of CID Sales Tax
 - District provides for its on-going administration
- 2028**
- Provide financing for a portion of the costs of the CID Project
 - Provide for collection of CID Sales Tax
 - District provides for its on-going administration
 - Phase one of CID Project is completed
- 2029**
- Provide financing for a portion of the costs of the CID Project
 - Provide for collection of CID Sales Tax
 - District provides for its on-going administration
 - Phase two of the CID Project is completed
- 2030**
- Provide financing for a portion of the costs of the CID Project
 - Provide for collection of CID Sales Tax
 - District provides for its on-going administration

COOPERATION AGREEMENT

THIS COOPERATION AGREEMENT (this “Agreement”) is made and entered into as of _____, 2026, by and among the **CITY OF OSAGE BEACH, MISSOURI**, a fourth-class city and political subdivision of the State of Missouri (the “City”), the **54/42 JUNCTION OSAGE BEACH COMMUNITY IMPROVEMENT DISTRICT**, a community improvement district and political subdivision of the State of Missouri (the “CID”), and **CARL D. WILLIAMS FAMILY LIMITED PARTNERSHIP**, a Missouri limited partnership (and its successors and assigns, the “Developer” and collectively with the City and the CID, the “Parties”).

RECITALS:

A. On _____, 2026, the City’s Board of Aldermen adopted Ordinance No. _____, approving a petition to establish the CID and authorizing the execution of this Agreement.

B. On _____, 2026, the Board of Directors of the CID adopted a resolution authorizing the CID to execute this Agreement.

AGREEMENT:

NOW, THEREFORE, in consideration of the premises and the mutual covenants and agreements contained in this Agreement, the Parties agree as follows:

Section 1. Definitions. As used in this Agreement and unless otherwise defined herein, the following words and terms shall have the following meanings:

“*Annual Operating Costs*” shall have the meaning set forth in **Section 11(b)**.

“*Certificate of Substantial Completion*” means a document, substantially in the form of **Exhibit B** attached hereto and incorporated herein by reference, delivered by the Developer and which, upon the City’s written acceptance thereof, will evidence the Developer’s satisfaction of all obligations and covenants to complete the CID Project.

“*CID*” means the 54/42 Junction Osage Beach Community Improvement District and its successors and assigns.

“*CID Act*” means the Community Improvement District Act, Sections 67.1401 to 67.1571 of the Revised Statutes of Missouri, as amended.

“*CID Petition*” means the petition submitted to and verified by the City with respect to the formation of the CID and the development of the CID Project.

“*CID Project*” means, collectively, the projects described in the CID Petition, the budget for which is included as **Exhibit A** attached hereto and incorporated herein by reference.

“*City*” means the City of Osage Beach, Missouri.

“County” means Camden County, Missouri.

“Excusable Delay” shall have the meaning set forth in **Section 9(i)**.

“Financing Obligations” means the reimbursement, financing, or refinancing of Reimbursable CID Project Costs as set forth in **Section 11**, including the reimbursement payments described in **Section 11(c)**.

“Reimbursable CID Project Costs” shall have the meaning set forth in **Section 11(a)**.

“Related Entity” means any party or entity controlled by _____ or otherwise related to the Developer by one of the relationships described in Section 267(b) of the United States Internal Revenue Code of 1986, as amended, or any party or entity controlled by or under common control with the Developer.

“State” means the State of Missouri.

Section 2. Authority of the City. The City has full constitutional and lawful right, power and authority, under current applicable law, to execute and deliver and perform the terms and obligations of this Agreement, and this Agreement has been duly and validly authorized and approved by all necessary City proceedings, findings, and actions. Accordingly, this Agreement constitutes the legal, valid, and binding obligation of the City, enforceable in accordance with its terms.

Section 3. Authority of the CID. The CID has the full constitutional and lawful right, power and authority, under current applicable law, to execute and deliver and perform the terms and obligations of this Agreement, and this Agreement has been duly and validly authorized and approved by all necessary CID proceedings, findings, and actions. Accordingly, this Agreement constitutes the legal, valid, and binding obligation of the CID, enforceable in accordance with its terms.

Section 4. Authority of the Developer. The Developer has the full right, power and authority, under current applicable law, to execute and deliver and perform the terms and obligations of this Agreement, and the Agreement has been duly and validly authorized and approved by all necessary Developer proceedings and actions. Accordingly, this Agreement constitutes the legal, valid, and binding obligation of the Developer, enforceable in accordance with its terms.

Section 5. CID Sales Tax. Promptly following the approval of this Agreement by the CID’s Board of Directors, the CID shall adopt a resolution to impose a community improvement district sales and use tax (the “CID Sales Tax”). Subject to voter approval, the CID Sales Tax to be levied by the CID’s Board of Directors shall not exceed one percent (1.00%).

Section 6. Continuing Existence of the CID. In accordance with the CID Act, the CID will not take any action to dissolve the CID or reduce the rate of the CID Sales Tax until all Financing Obligations payable from CID Sales Tax revenues are satisfied, unless otherwise consented to by the Developer and the City (unless the term of the CID expires while Financing Obligations are outstanding, in which case the CID may take appropriate action to wind up its affairs).

Section 7. District Administration. To ensure proper administration of the CID, the CID shall engage Armstrong Teasdale LLP or another entity experienced in the administration of special taxing districts and reasonably acceptable to and selected and approved by the Board of Directors of the CID and reasonably acceptable to the City Administrator, to administer the affairs of the CID.

Section 8. District Governance.

(a) Subject to (b) below, the Developer shall (or shall cause any Related Entities owning property in the CID boundaries to) authorize three persons designated by the City's Mayor (the "City Designees") to be its authorized representatives for the purpose of qualifying to serve on the Board of Directors of the CID. At least one City Designee on the CID's Board of Directors shall satisfy the requirements of Section 67.1451.2(3) of the CID Act. Except as described in subsection (b) below, the remaining two (2) members of the CID's Board of Directors shall be selected by the Developer and/or its Related Entities (so long as Developer or the applicable Related Entity is an owner of any business or property located within the CID).

(b) If, at any time, any of the following occurs: (i) the CID's Board of Directors fails to appropriate CID Sales Tax revenues in accordance with this Agreement (i.e., for purposes of paying the Annual Operating Costs of the CID and paying the Financing Obligations); or (ii) the City defaults or breaches its obligations under this Agreement, then the number of City Designees provided in (a) above shall be reduced from three (3) representatives to two (2) representatives and the Developer or its Related Entities may designate a third person for appointment to the CID's Board of Directors (so long as Developer or the applicable Related Entity is an owner of any business or property located within the CID).

Section 9. Construction of the CID Project.

(a) Subject to compliance with all applicable laws, regulations, permits, and governmental approvals, the Developer shall obtain all inspections, tests, and reports as it deems necessary, and shall hire and retain all experts, professionals, and staff, and to enter into one or more construction contracts to complete the CID Project. As further set forth in the CID Petition, the Developer and/or its designee(s) shall advance all costs of designing, planning, constructing, and completing the CID Project, subject to reimbursement as provided in **Section 11**. The CID Project shall be completed in good and workmanlike manner in accordance with all applicable laws and regulations.

(b) The Developer shall complete Phase I of the CID Project, as described in **Exhibit A** hereof, by December 31, 2029, subject to an Excusable Delay as described in (i) below.

(c) The City and its duly authorized agents may, at reasonable times during normal business hours and, except in the event of emergencies, upon not less than three business days' prior written notice, subject to safety and security requirements, inspect all work being performed in connection with the construction and installation of the CID Project.

(d) All construction contracts for the CID Project entered into by or on behalf of the Developer (including any Related Entity) or the CID shall state that the contractor has no recourse against the City in connection with the contractor's construction of the applicable portion of the CID Project.

(e) The Developer shall obtain or cause to be obtained all necessary governmental approvals and shall be subject to all lawful inspections and perform such necessary acts as are required under the ordinances of the City. The City agrees to cooperate with the Developer and to use its best efforts to process and consider all applications for the governmental approvals promptly as received.

(f) The Developer shall comply with all federal, state and local laws relating to the construction of the CID Project, including, but not limited to, Section 107.170 of the Revised Statutes of Missouri, as amended, and laws relating to the payment of prevailing wages and competitive bidding, but only to the extent such laws are applicable to the CID Project, or portions thereof.

(g) The Developer acknowledges that it must comply with Section 285.530 of the Revised Statutes of Missouri, as amended, regarding enrollment and participation in a federal work authorization program with respect to its employees working in connection with the CID Project. The Developer represents and warrants that it is in compliance with Section 285.530 of the Revised Statutes of Missouri, as amended, at the time of execution of this Agreement and has provided a sworn affidavit and supporting documentation affirming participation by or on behalf of itself in a qualified work authorization program as evidence thereof.

(h) It shall be a material breach of this Agreement if the Developer knowingly permits a contractor to employ persons not authorized to work in the United States. If the Developer reasonably believes a contractor working on the CID Project is employing persons not authorized to work in the United States, the Developer shall promptly report the basis for that belief to the City.

(i) Notwithstanding anything to the contrary contained herein, the schedule for substantially completing Phase I of the CID Project, as described in **Exhibit A** hereof, described in (b) above shall be automatically extended by the number of days of delay caused by actions or events beyond the control of the Developer, including acts of God, labor disputes, strikes, lockouts, civil disorder or unrest, war, lack of issuance of any permits and/or legal authorization by the governmental entity necessary for the Developer to proceed with the construction or cause the construction of the CID Project, as applicable (provided that commercially reasonable efforts have been made to obtain said permits/authorizations and all conditions precedent to the issuance of said permits and/or authorizations have been met), shortage or delay in the shipment of material or fuel, fire, unusually adverse weather conditions, unusually wet soil conditions, unavoidable casualties, materially adverse litigation relating to the CID Project, as applicable, the occurrence of a public health emergency that materially impacts availability of labor, or any causes beyond the Developer's reasonable control, or by any other cause which the City reasonably determines may justify the delay (each, an "*Excusable Delay*"). No Excusable Delay will be deemed to exist unless the Developer notifies the City in writing of such Excusable Delay within 60 days after the commencement of the event causing such Excusable Delay (or within 60 days after the date that the Developer should reasonably have determined that such event will cause such Excusable Delay). An Excusable Delay shall not include any condition or circumstance caused or extended by the Developer or a Related Entity or attributable to actions or inaction by the Developer or a Related Entity.

Section 10. Certificate of Substantial Completion. Promptly after substantial completion of the CID Project, the Developer shall furnish a Certificate of Substantial Completion to the City. The City shall diligently process the submitted Certificate of Substantial Completion, including making such inspections as may be reasonably necessary to verify the accuracy of the project architect's certifications accompanying the Certificate of Substantial Completion. The City shall accept or reject the Certificate of Substantial Completion, and the accompanying certifications of the project architect, and shall do so in writing within forty-five (45) days following delivery of the Certificate of Substantial Completion to the City. If the City fails to approve or reject a Certificate of Substantial Completion in writing within such 45-day period, then the Developer shall notify the City in writing of its failure to act on the Certificate of Substantial Completion and the City shall have fifteen (15) days from receipt of such notice to accept or reject the Certificate of Substantial Completion in writing. If the City has not accepted or rejected the Certificate of Substantial Completion within such additional 15-day period, the Certificate of Substantial Completion shall be deemed accepted by the City. If the City rejects the Certificate of Substantial Completion and/or accompanying certifications, such rejection shall specify in reasonable detail in what respects the Developer has failed to complete the applicable portion of the CID Project in reasonable accordance with the provisions of this Agreement, or in what respects the Developer is otherwise in default, and what reasonable measures or acts the Developer must take or perform, in the opinion of the City, to obtain such acceptance. Notwithstanding anything in this Agreement to the contrary, the Developer may

submit a Certificate of Substantial Completion for Phase I of the CID Project and a separate Certificate of Substantial Completion for Phase II of the CID Project, each as described in **Exhibit A** hereof; alternatively, the Developer may submit one Certificate of Substantial Completion for Phase I and Phase II of the CID Project.

Section 11. Financing of the CID Project.

(a) In order to be reimbursed for costs of the CID Project the Developer shall, no more frequently than quarterly provide to the CID an accounting of all costs advanced by the Developer on behalf of the CID to construct the applicable portion of the CID Project, accompanied by an opinion rendered by legal counsel to the Developer and addressed to the CID stating that such costs are eligible to be paid or reimbursed from CID Sales Tax revenues pursuant to the CID Act (the “*Reimbursable CID Project Costs*”). The Reimbursable CID Project Costs will be provided in the form of a Certificate of Reimbursable CID Project Costs that shall be accompanied by all itemized invoices, receipts, or other information to allow the CID (or its counsel or designee) to confirm that the amounts advanced by or on behalf of the Developer constitute Reimbursable CID Project Costs. If the CID reasonably determines that any cost identified on a Certificate of Reimbursable CID Project Costs does not constitute a Reimbursable CID Project Cost, the CID shall so notify the Developer in writing within 30 days of such determination, identifying the ineligible cost and the basis for determining the cost to be ineligible, whereupon the Developer shall have the right to identify and substitute other CID Project Costs relating to the CID Project, as Reimbursable CID Project Costs with a supplemental application for payment.

(b) Following receipt of the submittals described in (a) above and any additional information reasonably requested by the CID to verify the Developer’s submittals, the CID shall use all CID Sales Tax revenues, less Annual Operating Costs, to reimburse the Developer for Reimbursable CID Project Costs.

For the purposes of this Agreement, the term “*Annual Operating Costs*” means up to \$10,000 beginning with the first fiscal year of the CID in which CID Sales Tax revenues are generated, increased by 3% for each fiscal year thereafter.

(c) The reimbursement payments to the Developer described in (b) above shall be made quarterly on each January 1, April 1, July 1, and October 1 (each, a “*Payment Date*”) beginning on the first Payment Date (or if a Payment Date falls on a day when the City is not open for business, the next business day) after the Developer submits the information required by subsection (b) above. The CID shall continue to make such quarterly payments until the earlier of (i) the date upon which the Developer has been fully reimbursed for Reimbursable CID Project Costs plus accrued interest as described below, or (ii) the expiration or earlier dissolution of the CID. Interest shall accrue on the Reimbursable CID Project Costs at a rate equal to the lesser of (1) the U.S. Prime Rate published in The Wall Street Journal plus two percent (2.0%) per annum (based on a 30/360 basis) (but in no event lower than 6.0%) or (2) the maximum interest rate permitted by Missouri law (currently 10%), beginning as of the date that such Reimbursable CID Project Costs are approved by the CID, with interest compounding on each Payment Date thereafter.

(d) As an alternative to the reimbursement payments described above, the CID may, in its sole discretion, issue bonds, notes or other obligations (or request a conduit issuer to issue bonds, notes or other obligations on its behalf) to reimburse the Developer for Reimbursable CID Project Costs, provided, however, the interest rate on such bonds, notes or obligations may not exceed the interest rates described in (c) above.

Section 12. Severability. If any term or provision of this Agreement is held to be unenforceable by a court of competent jurisdiction, the remainder shall continue in full force and effect, to the extent the remainder can be given effect without the invalid provision.

Section 13. Waiver. Any Party's failure at any time hereafter to require strict performance by any other Party, as applicable, of any provision of this Agreement shall not waive, affect or diminish any right of a Party thereafter to demand strict compliance and performance therewith.

Section 14. Counterparts. This Agreement may be executed in any number of counterparts, each of which shall be deemed an original, but all of which shall constitute one and the same agreement.

Section 15. Anti-Israel Discrimination. Pursuant to Section 34.600, of the Revised Statutes of Missouri, the Developer certifies it is not currently engaged in and shall not, for the duration of this Agreement, engage in a boycott of goods or services from the State of Israel; companies doing business in or with Israel or authorized by, licensed by, or organized under the laws of the State of Israel; or persons or entities doing business in the State of Israel.

Section 16. No Partnership. It is expressly understood that the parties are not now, nor will they be, engaged in a joint venture, partnership or any other form of business relationship except as expressly set forth herein, and that no party shall be responsible for the conduct, warranties, guarantees, acts, errors, omissions, debts, obligations or undertaking of any kind or nature of the other in performance of this Agreement.

Section 17. Further Acts. The Parties agree to perform or cause to be performed any and all such further acts as may be reasonably necessary to fulfill the terms and conditions of this Agreement, subject to any necessary legislative approvals.

Section 18. Modification. This Agreement shall not be amended, modified or canceled without the written consent of all parties to this Agreement.

Section 19. Governing Law. This Agreement shall be construed and governed in accordance with the law of the State of Missouri.

Section 20. Electronic Transmission and Storage. The parties hereto hereby agree that the transactions described herein may be conducted and related documents may be sent, received or stored by electronic means. Copies, teletypes, facsimiles, electronic files, and other reproductions of original executed documents shall be deemed to be authentic and valid counterparts of such original documents for all purposes, including the filing of any claim, action, or suit in the appropriate court of law.

Section 21. Representation of Parties. The Parties agree that the engagement of common special legal counsel among such parties does not materially limit the representation of those parties and will not adversely affect the relationship among such parties. To the extent that such common legal representation presents a conflict of interest, the Parties, as applicable, hereby consent to common representation.

Section 22. Notices. All notices, certificates or other communications required or permitted to be given hereunder shall be in writing, and shall be given by personal delivery, or by nationally recognized overnight delivery service, or by United States Mail, postage prepaid, certified mail, return-receipt requested. Any notice given by personal delivery shall be deemed given on the date delivered or on the date of refusal of delivery. Any notice given by overnight delivery service, or mailed in the manner herein before provided, shall be deemed given on the date delivered to the overnight delivery service or on the date mailed. Notices shall be addressed to the parties at the following addresses:

If to the City:

City of Osage Beach
1000 City Parkway
Osage Beach, Missouri 65065
Attention: City Administrator
Email: dlake@osagebeach.org

with a copy to:

Gilmore & Bell, P.C.
One Metropolitan Square
211 N. Broadway, Suite 2000
St. Louis, Missouri 63102
Attention: Mark A. Spykerman, Esq.
Email: mspykerman@gilmorebell.com

If to the Developer:

Carl D. Williams Family Limited Partnership
c/o Belinda Phillips
847 State Road A
Linn Creek, Missouri 65052
Email: bphillips847a@yahoo.com

with a copy to:

Armstrong Teasdale LLP
7700 Forsyth Boulevard, Suite 1800
St. Louis, Missouri 63105
Attention: Robert D. Klahr
Email: rklahr@atllp.com

If to the CID:

[To be inserted.]

[Remainder of Page Intentionally Left Blank]

IN WITNESS WHEREOF, the City, the CID and the Developer have caused this Agreement to be executed in their respective names and the City and the CID have caused their respective seals to be affixed thereto, and attested as to the date first above written.

CITY OF OSAGE BEACH, MISSOURI

By: _____
Richard Ross, Mayor

(SEAL)

Attest:

Tara Berreth, City Clerk

**54/42 JUNCTION OSAGE BEACH
COMMUNITY IMPROVEMENT
DISTRICT**

By: _____
_____, Chair

(SEAL)

Attest:

_____, Secretary

[*DEVELOPER*]

By: _____
Name: _____
Title: _____

EXHIBIT A

DESCRIPTION OF CID PROJECT

The CID Project includes¹:

Item	Amount
PHASE I	
• Detention basin construction and cut/fill finished grading	\$220,560
• Entry drives	\$5,000
• Erosion control and rip rap	\$43,000
• Junction box and restrictor structure	\$36,500
• Utility work	\$25,700
• Modular block retaining wall	\$54,600
• Geotechnical reports and monitoring	\$20,000
• Missouri Department of Transportation-related median work	\$90,000
• Engineering	\$30,000
• Permits, fees, and inspections	\$50,000
• Shared access points (construction)	\$55,000
• Hydro seed	\$6,600
• Construction management	\$50,000
• Legal	\$35,000
• Contingency	\$144,000
• Site improvements to be completed by one or more tenants to include, but not limited to, (i) curb and gutter, (ii) utilities, (iii) lighting, and (iv) pavements	\$750,000
PHASE II	
• Utility connections (including storm water treatment)	\$100,000
• Storm water detention/retention	\$250,000
• Temporary storm water BMPs	\$50,000
• Fill/cut grading	\$750,000
• Modular block retaining wall	\$275,000
• Geotechnical reports	\$50,000
• Engineering	\$75,000
• Permits, fees, and inspections	\$45,000
• Traffic studies	\$30,000
• Shared interior roads and access points	\$40,000
• Site improvements	\$1,764,000
• Construction management	\$75,000
• Legal/professional services	\$35,000
TOTAL:	\$5,154,960

¹ Cost amounts are estimates as of the date of this Agreement. Actual costs may vary, however, the total amount of the CID Project to be reimbursed to the Developer or financed or refinanced by the CID may not exceed [*\$5,154,960*] plus administrative, legal, and issuance costs of the CID. Savings in one budget category may be applied to additional costs incurred in other budget categories, all in accordance with the CID Petition.

EXHIBIT B

FORM OF CERTIFICATE OF SUBSTANTIAL COMPLETION

Certificate of Substantial Completion

The undersigned, **[*DEVELOPER*]** (the “Developer”), pursuant to that certain Cooperation Agreement dated as of _____, 2026, among the City of Osage Beach, Missouri (the “City”), the 54/42 Junction Osage Beach Community Improvement District (the “CID”), and the Developer (the “Agreement”), hereby certifies to the City as follows:

1. That as of _____, 20__, the CID Project has been substantially completed in a good and workmanlike manner and in accordance with the Agreement.
2. Lien waivers for the CID Project have been obtained.
3. This Certificate of Substantial Completion is accompanied by one or more architect’s or engineer’s certificate(s) of substantial completion on AIA Form G-704 (or the substantial equivalent thereof), a copy of which is attached hereto as **Appendix A** and by this reference incorporated herein), certifying that the CID Project has been substantially completed in accordance with the Agreement.
4. This Certificate of Substantial Completion is being issued by the Developer to the City in accordance with the Agreement to evidence the Developer’s satisfaction of all obligations and covenants related to the completion of the CID Project.
5. The City’s acceptance (below) or the City’s failure to object in writing to this Certificate within 45 days of the date of delivery of this Certificate to the City (which written objection, if any, must be delivered to the Developer prior to the end of such 45-day period) shall evidence the satisfaction of the Developer’s agreements and covenants to complete the CID Project.

This Certificate is given without prejudice to any rights against third parties which exist as of the date hereof or which may subsequently come into being.

IN WITNESS WHEREOF, the undersigned has hereunto set his/her hand this _____ day of _____, 20__.

[*DEVELOPER*]

By: _____
Name: _____
Title: _____

ACCEPTED:

CITY OF OSAGE, MISSOURI

By: _____
[Name], [Title]

(Insert Notary Form(s) and Legal Description if recording)

City of Osage Beach
Agenda Item Summary

Date of Meeting: May 21, 2026
Originator: Kegan Powers, Deputy City Clerk
Presenter: Todd Davis, Police Chief

Agenda Item:

Resolution 2026 -14 — A resolution of the City of Osage Beach, Missouri, stating facts and reasons for the necessity to amend funds for the Fiscal Year 2026 relating to the Dispatch Center Relocation.

Requested Action:

Motion to Approve

Ordinance Referenced for Action:

Board of Aldermen approval required per Section 110.230. Ordinances, Resolutions, Etc. – Generally and Section 110.240 Adoption of Ordinances.

Deadline for Action:

Not Applicable

Budgeted Item:

Budget Line Information (if applicable):

Budget Amendment

Account Number & Title	Original Budget	Amended Budget
10-15-774262 Communication Equipment	\$440,000.00	\$458,303.48

Department Comments and Recommendation:

Due to an oversight when planning for the Dispatch Center relocation, we are short approximately \$18,303.48 for required IT equipment to complete the build out. Equipment that was originally planned for being moved from the existing center to the new center cannot be moved. It must be kept in place to continue operations. The additional funds will be used to purchase the network hardware. The \$2000.00 Huber Installation and Implementation Services will come out of the IT Departments Professional Services line item. The Police and IT Department’s recommend approval.

City Attorney Comments:

Per City Code 110.230, Resolution 2026-14 is in correct form.

City Administrator Comments:

I concur with the department's recommendation.

RESOLUTION 2026-14

A RESOLUTION OF THE BOARD OF ALDERMEN OF THE CITY OF OSAGE BEACH, MISSOURI, STATING FACTS AND REASONS FOR THE NECESSITY TO AMEND FUNDS FOR THE FISCAL YEAR 2026 RELATING TO THE DISPATCH CENTER RELOCATION.

WHEREAS, a budget amendment is necessary for the proper administration, documentation, and increased expense referenced above.

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

Section 1. The Board of Aldermen of the City of Osage Beach, Missouri hereby authorizes the increase in expenditures in the sum of Eighteen Thousand Three Hundred and Three Dollars and Forty-Eight Cents (\$18,303.48) in the budget for the Fiscal Year 2026 for the funds necessary for the Dispatch Center Relocation.

Section 2. This resolution shall be in full force and effect from and after its passage and approval.

I hereby certify that the above Resolution 2026-14 was duly passed on _____, by the Board of Aldermen of the City of Osage Beach. The votes thereon were as follows.

Ayes:

Nays:

Abstain:

Absent:

Date

Tara Berreth, City Clerk

Approved to form:

Cole Bradbury, City Attorney

**City of Osage Beach
Agenda Item Summary**

Date of Meeting: May 21, 2026
Originator: Kegan Powers, Deputy City Clerk
Presenter: Todd Davis, Police Chief

Agenda Item:

Bill 26-60 - An ordinance of the City of Osage Beach, Missouri, amending Ordinance No. 25.103 Adopting the 2026 Annual Operating Budget requesting an amendment for information technology equipment needed for the Dispatch Center Relocation in an amount of \$18,303.48. *First Reading.*

Requested Action:

First Reading of Bill #26-60

Ordinance Referenced for Action:

Board of Aldermen approval required for certain budget amendments per Municipal Code Chapter 135; Section 135.020 Budget and Financial Control.

Deadline for Action:

Not Applicable

Budgeted Item:

No

Budget Line Information (if applicable):

Budget Amendment

Account Number & Title	Original Budget	Amended Budget
10-15-774267 Communication Equipment	\$440,000	\$458,303.48

Department Comments and Recommendation:

Due to an oversight when planning for the Dispatch Center relocation, we are short approximately \$18,303.48 for required IT equipment to complete the build out. Equipment that was originally planned for being moved from the existing center to the new center cannot be moved. It must be kept in place to continue operations.

The additional funds will be used to purchase the network hardware. The \$2000.00

Huber Installation and Implementation Services will come of the IT Departments Professional Services line item.

The Police and IT Department's recommend approval.

City Attorney Comments:

Per City Code 110.230, Bill 26-60 is in correct form.

City Administrator Comments:

I concur with the department's recommendation.

AN ORDINANCE OF THE CITY OF OSAGE BEACH, MISSOURI, AMENDING ORDINANCE NO. 25.103 ADOPTING THE 2026 ANNUAL OPERATING BUDGET REQUESTING AN AMENDMENT FOR INFORMATION TECHNOLOGY EQUIPMENT NEEDED FOR THE DISPATCH CENTER RELOCATION IN AN AMOUNT OF \$18,303.48.

BE IT ORDAINED BY THE BOARD OF ALDERMEN OF THE CITY OF OSAGE BEACH, AS FOLLOWS, TO WIT:

Section 1. That the FY2026 Annual Operating Budget adopted as Ordinance No. 25.103 is hereby amended by appropriating additional funds or reducing appropriations as follows:

	Original Item	Amended Item
10-15-774267	\$440,000.00	\$458,303.48

Section 2. In all other respects the 2026 Annual Operating Budget adopted in Ordinance No. 25.103 remains in full force and effect.

Section 3. That this Ordinance shall be in full force and effect upon date of passage and approval by the Mayor.

READ FIRST TIME:

READ SECOND TIME:

I hereby certify that the above Ordinance No. 26.60 was duly passed on _____, by the Board of Aldermen of the City of Osage Beach. The votes thereon were as follows:

Ayes:	Nays:	Abstain:	Absent:
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This Ordinance is hereby transmitted to the Mayor for his signature.

Date

Tara Berreth, City Clerk

Approved as to form:

Cole Bradbury, City Attorney

I hereby approve Ordinance No. 26.60.

Richard Ross, Mayor

Date

ATTEST:

Tara Berreth, City Clerk

Huber & Associates, Inc.

1400 Creek Trail Drive
 Jefferson City, MO 65109
 Phone: 573-634-5000
 Fax: 573-634-5500
www.teamhuber.com

**911 Relocation Project**

Prepared For		Quote Information	
Name:	Mikeal Bean	Quote #:	BE-35041-V2A
Company:	City of Osage Beach	Date:	04/14/2026
Address:	1000 City Parkway Osage Beach, MO 65065 United States	Date Expires:	04/22/2026
Phone # /Fax #:	(573) 302-2000 / (573) 348-3277	Account Manager:	Kayla Wilbers
Email	mbean@osagebeach.org	Email:	kwilbers@teamhuber.com
		Phone:	573-634-5000

Description	Item	Qty	Unit Price	Ext. Price
Catalyst 9200L 48-port PoE+, 4 x 10G, Network Essentials	C9200L-48P-4X-E	2	\$3,001.46	\$6,002.92
SNTC-24X7X4 Catalyst 9200L 48-port PoE+, 4 x 10G, Ne	CON-SNTP-C9200L4X	2	\$4,385.31	\$8,770.62
C9200L Cisco DNA Essentials, 48-port, 3 Year Term license	C9200L-DNA-E-48-3Y	2	\$709.09	\$1,418.18
Cisco Catalyst 9200L Stack Module	C9200L-STACK-KIT	2	\$772.84	\$1,545.68
10GBASE-SR SFP Module, Enterprise-Class	SFP-10G-SR-S=	2	\$283.04	\$566.08
Huber Installation & Implementation Services	SE - Onsite	1	\$2,000.00	\$2,000.00
			Total	\$20,303.48

Taxes, shipping, handling and other fees may apply.

In the event of a partial shipment, Huber & Associates reserves the right to invoice for any portion of the order that has shipped.

Additional Services and Support. Any services not specifically set forth in the scope of this document are not included and will require a separate Order. If not specifically defined and stated, this order only includes the repair of any parts, equipment, or software covered by the manufacturer's warranty or support.

All quoted prices are subject to change without prior notice due to factors beyond our control, including but not limited to fluctuations in market conditions, supply chain disruptions, changes in tariffs, foreign exchange rate volatility, and regulatory or tax adjustments.



STATEMENT OF WORK

This Huber Statement of Work ("SOW") is entered into as of _____ ("Effective Date"), between

City of Osage Beach

With its principal place of business at:
1000 City Parkway
Osage Beach, MO 65065
Telephone: (573) 302-2000

and

Huber & Associates, Inc. ("Huber")

With its principal place of business at:
1400 Creek Trail Drive
Jefferson City, MO 65109
Telephone: (888) 634-5000

This SOW is subject to and hereby incorporates the terms and conditions of the Master Agreement (the "Agreement") entered into between the parties on **12/12/2024**. In the event of any conflict or discrepancy between the terms or provisions of the Master Agreement and this SOW, the terms and provisions of the Master Agreement shall control and govern unless this SOW specifically references the conflicting term in this Agreement and that such term is superseded by this SOW. Any term used herein that is defined in the Master Agreement shall have the same meaning as the Master Agreement.

The Sections included in this SOW are outlined below:

Scope of Work..... 2

Pricing..... 2

Points of Contact..... 3

IN WITNESS WHEREOF, the Parties have caused this Statement of Work to be executed as of the Effective Date.

City of Osage Beach

Huber & Associates, Inc.

By: _____

By: _____

(type or print)

(type or print)

Title: _____

Title: _____

SCOPE OF WORK

Project Summary: Cisco E911 Relocation Switches

Huber & Associates, Inc. has been engaged to complete the Project and provide the associated deliverables outlined below.

Project Phases/Deliverables

- Phase 1 Project Kickoff and SOW review
- Phase 2 Cisco E911 Relocation Services
 - Unbox and power up devices.
 - Verify firmware version on devices and upgrade to the latest if needed
 - Stack and configure two 9200-48 port switches to provide connectivity for new location for E911
 - Coordinate with customer for Install and interconnect of new devices
 - Test and verify all connectivity and for new hardware
- Phase 3 Project Closeout Meeting and Review of Close-out Report

Client Responsibilities

- Client will provide any information needed to complete configuration/project.
- Client will provide interconnectivity needed between new E911 location and network core.
- Client will provide any access required to complete the project as requested by Huber & Associates.
- Client will provide a Primary Point of Contact (PPOC). The PPOC will coordinate all client project issues, concerns and questions.
- Client will be responsible for all post-implementation testing and will report any system degradation or negative impact to Huber & Associates within 5 days of project completion.

Assumptions

- Services will be performed remotely within normal business hours of 8:00 AM and 5:00 PM CST, Monday - Friday unless otherwise specified.
- Upon signature of Quote, this document will act as the Statement of Work for the associated project.
- The Project may be re-scoped and/or rescheduled based on engineer availability if the project is delayed for a period of 1 month due to any of the following reasons:
 - The Customer requests work that is outside of scope of the Project.
 - Huber personnel are unable to perform work in customer environment due to access issues outside of Huber personnel control.
 - 3rd parties cause delays outside Huber personnel control.
- If the Project is re-scoped and/or rescheduled, Client will be billed for work up to the stoppage point.

Project Completion

The Project will be considered complete when all deliverable items have been performed or completed. At Project Completion, Huber Personnel will notify the Client PPOC. Five days after the Project completion notification, the Project will be closed and the deliverable(s) will be considered accepted unless the Client PPOC notifies Huber & Associates in writing via email to help@teamhuber.com of concerns with the Project completion.

First Availability to Begin Project

Huber & Associates' estimated start date is 5/1/2026. A lead time of two to four weeks is generally required from date of received signed SOW to inception of services. In the case of an emergency project, Huber & Associates will make every effort to expedite the start of the project, but emergency rates would apply.

PRICING

\$2,000

POINTS OF CONTACT

Huber:

Kayla Wilbers

Consultant

Office (573) 634-5000

Fax (573) 634-5500

kwilbers@teamhuber.com

Client:

Mikeal Bean

Phone: (573) 302-2000

mbean@osagebeach.org

City of Osage Beach
Agenda Item Summary

Date of Meeting: May 21, 2026
Originator: Kegan Powers, Deputy City Clerk
Presenter: Jeff Fisher, Public Works Director

Agenda Item:

Bill 26-61 - An ordinance of the City of Osage Beach, Missouri, authorizing the Mayor to sign a contract with Total H2O Solutions for the Water & Sewer Service Line Replacement in an amount of \$479,180 with a 5% contingency. *First & Second Reading*

Requested Action:

First & Second Reading of Bill #26-61

Ordinance Referenced for Action:

Board of Aldermen approval required for purchases over \$25,001 per Municipal Code Chapter 135; Article II: Purchasing, Procurement, Transfers, and Sales.

Deadline for Action:

Yes - Given the extent of work and time frame (Now-August 31st, 2026), City Staff recommend a 1st & 2nd reading to ensure contractors possess enough time to accomplish work. Low confidence in buried infrastructure location and condition provides obstacles for the contractor. Delays accrued will directly affect the timing of paving/resurfacing in the fall.

Budgeted Item:

Yes

Budget Line Information (if applicable):

Budget Line Item/Title: 30-00-773177 Connecting Water

FY2026 Budgeted Amount:	\$1,042,354 / \$550,000 this project
FY2026 Expenditures to Date (05/13/2026):	(\$ 00.00)
FY2026 Available:	\$550,000.00
FY2026 Requested Amount:	\$251,569.50

Budget Line Item/Title: 35-00-773141 Misc Sewer Projects

FY2026 Budgeted Amount:	\$1,282,500 / \$695,000 this project
FY2026 Expenditures to Date (05/13/2026):	(\$ 00.00)
FY2026 Available:	\$695,000.00
FY2026 Requested Amount:	\$251,569.50

Department Comments and Recommendation:

To best preserve City investments (Roads) and provide pro-active line replacement, City Staff budgeted for the fiscal year 2026 the replacement of service lines. Service lines are to include water and sewer lines across roads in accordance with the 2026 pavement management plan.

Given the extent of work and time frame (Now-August 31st, 2026), City Staff recommend a 1st & 2nd reading to ensure contractors possess enough time to accomplish work. Low confidence in buried infrastructure location and condition provides obstacles for the contractor. Delays accrued will directly affect the timing of paving/resurfacing in the fall.

All bids are under budget. Total project budget is \$1,245,000.00. Given the low confidence in infrastructure location, we expect some changes to occur on the job. We recommend 5% above the contract amount, to be approved by the City Administrator for this project.

City staff recommends the most qualified bidder.

Most qualified: H2O Solutions \$479,180.00

H2O Solutions possess the most qualified staff to work on water & sewer lines (see bid page 1-3), over 25 years of utility experience, multiple references of highly satisfied customers/municipalities and capable equipment. The time frame on this task is critical, and we believe requires individuals familiar with this area of work. We believe H2O Solutions is the most qualified bidder.

2nd option Lowest Bid, Thomas Construction.

City Staff believe that Thomas Construction is a fine and reputable company. This scope of work is not directly part of normal operations; however, they perform many similar jobs.

City Attorney Comments:

Per City Code 110.230, Bill 26-61 is in correct form.

City Administrator Comments:

I concur with the department's recommendation.

AN ORDINANCE OF THE CITY OF OSAGE BEACH, MISSOURI, AUTHORIZING THE MAYOR TO SIGN A CONTRACT WITH TOTAL H2O SOLUTIONS FOR THE WATER & SEWER SERVICE LINE REPLACEMENT IN AN AMOUNT OF \$479,180 WITH A 5% CONTINGENCY.

BE IT ORDAINED BY THE BOARD OF ALDERMEN OF THE CITY OF OSAGE BEACH, MISSOURI, AS FOLLOWS:

Section 1. The Board of Aldermen hereby authorizes the Mayor to execute on behalf of the City a contract with Total H2O Solutions under substantially the same or similar terms and conditions as set forth in "Exhibit A".

Section 2. Total expenditure or liability authorized under this Ordinance shall not exceed Four Hundred Seventy-Nine Thousand One Hundred Eighty Dollars (\$479,180.00).

Section 3. City Administrator may have authority to sign for the contingency of up to 5% (\$23,959.00) to ensure no delay in project prior to Board Approval.

Section 4. This Ordinance shall be in full force and effect from date of passage and approval by the Mayor.

READ FIRST TIME:

READ SECOND TIME:

I hereby certify that the above Ordinance No. 26.61 was duly passed on _____, by the Board of Aldermen of the City of Osage Beach. The votes thereon were as follows:

Ayes:

Nays:

Abstain:

Absent:

This Ordinance is hereby transmitted to the Mayor for his signature.

Date

Tara Berreth, City Clerk

Approved as to form:

Cole Bradbury, City Attorney

I hereby approve Ordinance No. 26.61.

Date

Richard Ross, Mayor

ATTEST:

Tara Berreth, City Clerk



CITY OF OSAGE BEACH STANDARD TERMS RIDER – LONG FORM

THIS RIDER adds the following standard terms to the attached bid, order form, estimate, or proposal (the “**Bid**”) between the City of Osage Beach, Missouri (“**City**”) and [Contractor Legal Name] (“**Contractor**”). In the event any of these terms conflict with the attached Bid, these terms shall control. The Bid together with this Rider shall constitute the parties’ “**Agreement.**”

I. Overview

Contractor shall provide all labor, materials, and equipment necessary to provide a complete and fully functioning product as described in this Agreement.

II. Payment

City will pay Contractor the Bid amount, net any change orders, within 14 days of the City Engineer, Building Official, or other responsible official certifying completion of the Work described in this Agreement.

III. Additional Standard Terms

The following clauses will be included in the final agreement between the parties. They are standard in all City of Osage Beach contracts and are only to be modified with substantial justification, and then only as much as necessary to accommodate such justification:

1. **Professionalism.** In addition to any warranties or specifications contained in its Bid, Contractor will exercise the care and skill ordinarily used by members of the subject profession practicing under similar circumstances (as defined by the appropriate licensing authority, professional standards, and/or relevant industry practices). Contractor understands that it will be perceived as a representative of the City and will ensure its personnel and any subcontractors will conduct themselves in a thoroughly professional and respectable manner while performing this Agreement for the City and while on-site. Contractor shall ensure its personnel and any subcontractors comply with all City policies while on-site. Contractor and its personnel and any subcontractors will comply with all reasonable instructions and requests by the City. City property and resources are to be used only in ways that are consistent with their lawful intended purpose.
2. **Licenses, Permits, Taxes.** Contractor must have or obtain a City merchant’s license. Contractor shall be responsible for applying for, obtaining, and maintaining all licenses, permits, and other approvals required for itself, including but not limited to the Work. Contractor shall be responsible for paying all sales, income, property, and other taxes required to carry on its business.
3. **Appropriations.** The continuation of this Agreement is contingent upon annual appropriation of funds by the Osage Beach Board of Aldermen. In the event the Board of Aldermen shall not budget and appropriate, specifically with respect to this Agreement, on or before January 1, subsequent years of the contract moneys sufficient to make all payments under this Agreement, the City shall not be obligated to make those payments.
4. **Pre-Contract Expense.** The City shall not be obligated to pay or liable for any cost incurred by Contractor prior to execution of this Agreement. All costs to prepare and submit a response to this and any other RFQ, RFP, or IFB shall be borne by the proposer.
5. **Assignment or Transfer.** No rights or obligations contemplated by this Agreement shall be transferred or assigned without formal written approval by the City.

6. **Discrimination Policy.** The City of Osage Beach advises the public that it does not discriminate on the basis of disability, race or color, national origin, religion, age, or sex in employment or the provision of municipal services. Contractor shall not discriminate on any prohibited basis and shall comply with all applicable employment laws.
7. **Laws, Ordinances, and Regulations.** Contractor shall conform to all Federal, State, and local regulations, ordinances, and laws applicable to Contractor, the City, or the subject matter of this Agreement. The City shall not be responsible for any fees, charges, money, or other obligations due as result of from any service provided under this Agreement. Contractor shall conform to all changes made to this Agreement as a result of any ordinance, law and/or directive issued by the Federal, State, or local authority having jurisdiction over this Agreement, Contractor, or the City.
8. **Certifications Regarding Debarment.** Contractor certifies that, except as noted below, it and any other person associated therewith in the capacity of owner, partner, director, officer, or manager (collectively “Contractor Principals”), are not presently nor have ever been under suspension, debarment, voluntary exclusion, or determination of ineligibility by any governmental unit or agency (whether federal, state, tribal, local, or other), nor is any such action pending. Contractor further certifies that it and its Contractor Principals have not been indicted, convicted, or had a civil judgment rendered against it by a court of competent jurisdiction in any manner involving fraud or official misconduct, nor has Contractor or any Contractor Principal been party to any public transaction (whether federal, state, tribal, local, or other) terminated for cause or default. Contractor further certifies that any and all exceptions to these representations were disclosed with its Bid, and City relied on these certifications as a material inducement into accepting Contractor’s Bid. Contractor must notify City within thirty days of being debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participation in any contract by any governmental entity so long as work remains to be performed under this Agreement.
9. **Grants.** In the event the work provided for herein is being funded, in whole or in part, by a federal, state, local, or private grant, City’s obligations herein shall be contingent upon such grant being available for the term of this Agreement. City shall not be obligated to make pay any monies funded by grant funds until such funds are received by and available to the City Treasurer. Except as otherwise provided herein, if this Agreement is not funded, then both parties are relieved of all of their obligations thereunder.
10. **Prevailing Wage.** If the Bid accepted by the City or the total project cost, whichever is greater, is in the amount of \$75,000.00 or more, Contractor shall comply with the provisions of Missouri law pertaining to the payment of wages on public works projects. As used herein, all totals shall include: (1) the value of work performed on the project by every person paid by a contractor or subcontractor for that person’s work on the project; and (2) all materials and supplies purchased for the project. *See* R.S.Mo. §§ 290.210-.340.
11. **E-Verify.** If the Bid is for an aggregate value in excess of \$5,000.00, Contractor shall, by sworn affidavit and provision of documentation, affirm its enrollment and participation in a federal work authorization program with respect to the persons employed to perform the Bid. Contractor shall sign an affidavit affirming it does not knowingly employ any person who is an unauthorized alien in connection to the Work. *See* R.S.Mo. § 285.530.
12. **Sunshine Law.** All material submitted to the City will become public record and will be subject to the Missouri Sunshine Law, R.S.Mo. Chapter 610. Any material requested to be treated as proprietary or confidential must be clearly identified and easily separable from other materials. Contractor must include justification for the request. The City’s obligation to comply with the Sunshine Law supersedes any request by Contractor that material be treated as proprietary or confidential.
13. **Anti-Israel Discrimination.** Contractor certifies it is not currently engaged in and shall not, for the duration of this Agreement, engage in a boycott of goods or services from the State of Israel companies doing business in or with Israel or authorized by, licensed by, or organized under the laws of the State of Israel; or persons or entities doing business in the State of Israel. *See* R.S.Mo. § 34.600.
14. **Indemnification by Contractor.** Contractor shall indemnify, save, and hold harmless the City, its employees, and agents, against any and all claims, damages, liability and court awards including costs, expenses, and attorney fees

incurred as a result of any act or omission by Contractor or its employees, agents, subcontractors, or assignees arising out of this Agreement.

15. **No Indemnification by City.** Nothing in this Agreement shall be construed to require the City to indemnify Contractor. Such indemnification is illegal under Missouri law. *See* Mo. A.G. Opinion 138-87 (1987).
16. **Ownership of Work Product.** All documents and other work product created by Contractor under this Agreement shall become the property of City once the invoice for the preparation of such document or work product has been paid.
17. **Termination.** City may terminate this Agreement upon written notice of any violation of this Agreement if such violation is not cured within 7 calendar days of such notice. City may immediately terminate this Agreement for any material violation or any violation which creates a risk to the health, safety, or welfare of any person or property.
18. **Necessary Documents.** The parties agree to execute and deliver without additional consideration such instruments and documents and to take such further actions as they may reasonably request in order to fulfill the intent of and give effect to this Agreement and the transactions contemplated thereby.
19. **Entire Agreement.** This Agreement supersedes all agreements previously made between the parties relating to its subject matter. There are no other understandings or agreements between them. Without limiting the foregoing, this Agreement expressly supersedes any click-through, browse-wrap, or any other terms related to the subject matter of this Agreement on any website or that otherwise may be presented to or required to be accepted by the City or its employees and contractors while exercising rights under this Agreement.
20. **Non-Waiver.** No delay or failure by either party to exercise any right under this Agreement, and no partial or single exercise of that right, shall constitute a waiver of that or any other right unless otherwise expressly provided herein.
21. **Governing Law; Disputes.** This Agreement shall be governed by the laws of the State of Missouri. Any action arising out of this Agreement or its subject matter shall be litigated in the Circuit Court for Camden County, Missouri and the parties consent and agree to the exclusive personal and subject-matter jurisdiction of that Court. Nothing in this Agreement shall require the City to consent to arbitration or other binding dispute resolution.
22. **No Third-Party Beneficiaries.** Nothing in this Agreement, express or implied, is intended to confer upon any other person any rights or remedies under or by reason of this Agreement.
23. **Severability.** If any provision in this Agreement shall be found to be void, the other provisions of this Agreement shall survive and remain enforceable.
24. **Counterparts.** This Agreement may be executed in two or more counterparts, each of which shall be deemed an original but all of which together shall constitute one and the same instrument. A facsimile or electronic (such as .PDF) copy of this Agreement or a signature thereto shall have the same force and effect as an original.
25. **Binding Effect.** This Agreement, subject to the above conditions of assignment, shall be binding upon and inure to the benefit of all parties and their respective legal representatives, successors, heirs, and assigns.

[Contractor Legal Name] hereby acknowledges and agrees to the terms above.

Signature of Authorized Representative

Name and Title

Total H₂O SOLUTIONS

Public Drinking Water Specialist



GIS MAPPING

LSLI INVENTORY

LSLI & LSLR TRAINING

WATER SERVICE LINE & METER REPLACEMENT

INSTALL FIRE HYDRANTS, VALVES, WATER LINES

Total H₂O Solutions

Brad Rayburn & Ami Dieckman

BIDDER'S QUALIFICATION STATEMENT

Total H2O Solutions

Total H2O Solutions respectfully submits this Qualification Statement in support of our proposal to provide water/sewer service line installation, water main locating and tracing, and related underground utility construction services. Our firm specializes in municipal and public works water distribution system projects and possesses the experience, licensing, trained personnel, equipment, and insurance coverage necessary to complete all work safely, efficiently, and in full compliance with project specifications and applicable local, state, and federal regulations.

Experience and Services

- Installation and replacement of water service lines (copper, HDPE, PVC, lead, pex, and galvanized)
- Tapping and connection to existing water mains
- Installation of corporation stops, curb stops, valves, and meter setters
- Trenching, excavation, directional boring, backfill, compaction, and restoration
- Water main locating, tracing, and underground utility verification
- Leak detection and emergency repairs
- Pressure testing, flushing, and system disinfection
- Traffic control and restoration within streets and municipal easements

Key Personnel Qualifications

Brad Rayburn – Owner / Operator

- 25 years of water and wastewater industry experience
- Drinking Water Treatment – Class C Certified
- Water Distribution – DSIII Certified
- Wastewater Treatment – Class D Certified

Ted McGavock Foreman – Crew Lead

- 10 years of water industry experience
- 5 years of underground utility locating experience

Personnel Training and Safety

- OSHA excavation and trench safety (29 CFR 1926 Subpart P)
- Confined space awareness
- Traffic/work zone control
- Municipal construction standards
- Damage prevention and safe excavation practices

Underground Utility Locating and Tracing Qualifications

- Electronic pipe and cable locating equipment
- Tracer wire systems
- Direct connect and induction locating methods
- Coordination with Missouri 811 One-Call services
- Potholing and daylighting verification
- Utility map and as-built interpretation

Equipment Resources

- Excavators and hydrovac trailers
- Pipe installation fusion tools
- Electronic locating and tracing devices
- Service trucks and support vehicles

Insurance Coverage

- General Liability - \$2,000,000/\$4,000,000
- Umbrella Liability- \$5,000,000
- Automobile Liability- \$2,000,000
- Policy Number: 972840865
- Policy Period: 09/12/2025 - 09/12/2026
- Certificates of insurance available upon request

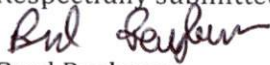
Job Reference

- City of Slater- Russel Griffith, City Administrator- 660-529-2271
- Ripley County PWSD #1- Jeff Friday, Water Superintendent- 573-996-6541
- City of Williamsville- Mike Fuller, Public Works Director- 573-944-2693
- City of Lilbourn- Johnny Baker, Council Member- 573-521-0995
- Wayne/Butler PWSD #4- Jennifer Pierce, Superintendent- 573-222-7322

Commitment

Total H2O Solutions is committed to delivering safe, reliable, and high-quality municipal utility services. We prioritize public safety, regulatory compliance, minimal disruption to residents, and timely project completion.

Respectfully submitted,



Brad Rayburn

Owner

Total H2O Solutions

STATE OF MISSOURI



Denny Hoskins
Secretary of State

CORPORATION DIVISION
CERTIFICATE OF GOOD STANDING

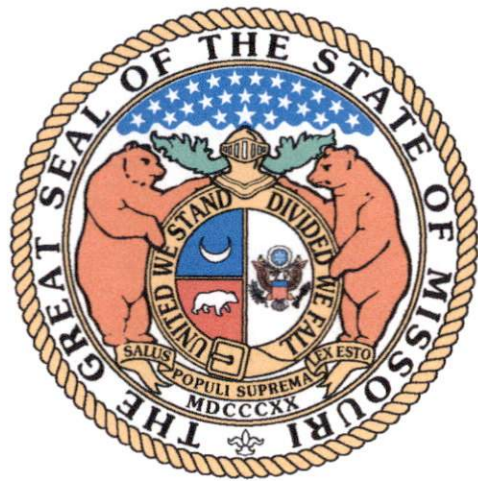
I, DENNY HOSKINS, Secretary of State of the STATE OF MISSOURI, do hereby certify that the records in my office and in my care and custody reveal that

TOTAL H2O SOLUTIONS, LLC
LC014462733

was created under the laws of this State on the 9th day of May, 2023, and is active, having fully complied with all requirements of this office.

IN TESTIMONY WHEREOF, I hereunto set my hand and cause to be affixed the GREAT SEAL of the State of Missouri. Done at the City of Jefferson, this 28th day of April, 2026.

Denny Hoskins
Secretary of State



Certification Number: CERT-04282026-0215



OSAGE BEACH BID SPEC BID FOR WATER/SEWER SERVICE LINE REPLACEMENT

Date: [04/28/2026]

1.5" Sewer Line Road Crossing-Note(The 2" CTS Pipe per foot includes the labor portion of the entire road crossing).

1.5" CTS Pipe-30 foot @\$42.00 per foot- \$1260
1.5" Brass Compression Connectors- 2 @ \$200- \$400
1.5" Brass Compression Valve- \$525.00
Valve Box with lid- \$140
3" SDR 21 PVC Sleeve- 30 foot @ 2.55 per foot- 76.50
30 foot of tracer wire- \$15
1" Base Rock- \$250

Total Cost- \$2,666.50 @ potentially 55 road crossings- \$146,657.50

2"Sewer Line Road Crossing-Note(The 1.25" Pipe per foot includes the labor portion of the entire road crossing).

1.25" PVC Pipe- 30 foot @\$40.00 per foot-\$1,200
1.25" Brass Compression Connectors- 2 @ \$105- \$210
1.25" Brass Compression Valve- \$320.00
Valve Box with lid- \$140
2" SDR 21 PVC Sleeve- 30 foot at \$1.30 per foot- \$39.00
30 foot of tracer wire-\$15
1" Base Rock- \$250

Total Cost- \$2,174 @ potentially 55 road crossings- \$119,570.00



2" Water line crossing- Note(The 2" CTS Pipe per foot includes the labor portion of the entire road crossing)

2" CTS Pipe-30 foot @39.00 per foot- \$1,170
2" Brass Compression Connectors- 2 @ \$200- \$400
3" SDR 21 PVC Sleeve- 30 foot @ 2.55 per foot- 76.50
30 foot of tracer wire- \$15
1" Base Rock- \$250

Total Cost- \$1,911.50 @ potentially 55 road crossings- \$105,132.50

1" Water line crossing- Note (The 1" CTS pipe per foot includes the labor portion of the entire road crossing)

1" CTS Pipe-30 foot @34.00 per foot- \$1020
2" SDR 21 PVC Sleeve- 30 foot @ \$1.30 per foot- \$39
30 foot of tracer wire- \$15
1" Base Rock- \$250

Total Cost- \$1,324 @ potentially 55 road crossings- \$72,820.00

Traffic Control- Signs

\$7,500

Mobilization, Bonding, and Insurance

\$27,500

Total Cost- \$479,180.00

This is an estimate of what will need to be done to do the work. The cost of some of the materials might get adjusted. It depends on what is required to do the road crossing. For example, some of the connectors on the job might not be needed. The City of Osage Beach will only be charged for what is required to complete each road crossing.

List of suppliers: Consolidated Pipe and Supply
Core and Main

REQUEST FOR PROPOSAL – PUBLIC NOTICE

The City of Osage Beach is soliciting sealed bids for **Water and Sewer Service Lines OB-05-26**. Sealed bids will be accepted at the office of the City Clerk, City Hall, 1000 City Parkway, Osage Beach, Missouri, 65065, until May 8, 2026, at 2:00pm. Please indicate on the outside of the envelope the following: **SEALED BID: Water and Sewer Service Lines OB-05-26**.

Specifications are listed below or can be obtained by contacting the office of the City Clerk at 573-302-2000. They are also available through the City Website at www.osagebeach.org. Questions concerning the specifications should be directed to Colten Wright/Project Manager at cwright@osagebeach.org or 573-302-3000 extension 1062.

DESCRIPTION OF WORK

This project consists of replacing all water and sewer service lines that cross the roads outlined below. Water and sewer service lines are to be sleeved with corresponding sleeves relative to size of line. Most water lines will be 1in HDPE and Sewer service lines 1.25-1.5 in HDPE. Sewer service lines could be PVC, however HDPE is preferred installation.

Mandatory Pre-Bid meeting to be set two weeks after the opening of the Bid. Dated: March 23, 2026 @ 1:00 pm Located at Public Works Building, address 5757 Chapel Dr. Osage Beach MO, 65065. 1:00PM. Express any concerns or comments in relation to the job.

The city reserves the right to add or delete portions of the work to meet budgetary requirements. All work shall be performed under a single contract.

All disputes under this contract and any litigation resulting under this contract shall be filed, tried, remain and be ultimately resolved in the Circuit Court of Camden or Miller County on any appeal therefrom within the courts of the State of Missouri. The contractor hereby knowingly, intelligently and voluntarily agrees and waives any and all removal rights to federal court or the right to litigate the claim or any part thereof in courts of any other state for any reason.

City of Osage Beach
A Municipal Corporation



By: Tara Berreth, City Clerk

CITY OF OSAGE BEACH

PROJECT MANUAL

Water and Sewer Service Lines

OB-05-26



**CITY OF OSAGE BEACH
1000 CITY PARKWAY
OSAGE BEACH, MO 65065
TELEPHONE (573) 302-2000**

**Colten Wright/Project Manager
5757 Chapel Drive
Osage Beach, MO 65065
Telephone 573-302-3000 extension 1062**

ADVERTISEMENT FOR BIDS

The City of Osage Beach is soliciting sealed bids for Water and Sewer Service Lines OB-05-26. Sealed bids will be accepted at the office of the City Clerk, City Hall, 1000 City Parkway, Osage Beach, Missouri, 65065 until April 23, 2026, at 2:00pm. Please indicate on the outside of the envelope the following: SEALED BID: Water and Sewer Service Lines OB-05-26.

Plans and specifications are on file for review at the City Hall 1000 City Parkway, Osage Beach, Missouri 65065. Copies of the Bidding Documents may be obtained from the office of the City Engineer upon payment of a non-refundable sum of **\$50 (Fifty Dollars)** for each complete set. An additional charge will be assessed for shipping of bidding documents.

Bids must be submitted on the Bid Forms provided in the bound Bidding Documents Package and be accompanied by the bidder's certified check or bid bond in the amount of five percent (5%) of the total bid. A performance bond will be required of the successful bidder. The successful bidder will also be required to obtain a contractor's license and submit a certificate of insurance for workers' compensation.

No bidder may withdraw his bid within 60 days after the actual date of the opening thereof.

Any Bidder or equipment supplier whose firm or affiliate is listed on the General Services Administration (GSA) publication entitled "Lists of Parties Excluded from Federal Procurement or Non-procurement Programs" will be prohibited from the bidding process. Anyone submitting a bid who is so listed will be determined to be a non-responsive Bidder in accordance with 40 CFR 31. Bidders on this work will be required to comply with the President's Executive Order No. 11246 in regard to non-discrimination in employment.

Enrollment in Federal Work Authorization program

Bidders are informed that pursuant to Section 285.530, RSMo, as a condition of the award of any contract in excess of five thousand dollars (\$5,000.00), the successful bidder shall, by sworn affidavit and provision of documentation, affirm its enrollment and participation in a federal work authorization program with respect to the employees working in connection to the contracted services. Successful bidders shall also sign an affidavit affirming that it does not knowingly employ any person who is an unauthorized alien in connection to the contracted services.

Safety training

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

Authorized employees

Contractor acknowledges that Section 285.530 RSMo, prohibits any business entity or employer from knowingly employing, hiring for employment, or continuing to employ an unauthorized alien to perform work within the state of Missouri. Contractor therefore covenants that it is not knowingly in violation of subsection 1 of Section 285.530 RSMo, and that it will not knowingly employ, hire for employment, or continue to employ any unauthorized aliens to perform work on the Project, and that its employees are lawfully eligible to work in the United States.

The City reserves the right to reject any and all bids, to waive informalities or irregularities, and to determine the lowest responsive and responsible bidder, and to award the contract on that basis. All Bidders must agree that such rejection shall be without liability on the part of the City for any damage or claim brought by any Bidder because of such rejection, nor shall the Bidder seek any recourse of any kind against the City because of such rejection. The filing of any Bid in response to this invitation shall constitute an agreement of the Bidder to these conditions.

All disputes under this contract and any litigation resulting under this contract shall be filed, tried, remain and be ultimately resolved in the Circuit Court of Camden or Miller County on any appeal therefrom within the courts of the State of Missouri. The contractor hereby knowingly, intelligently and voluntarily agrees and waives any and all removal rights to federal court or the right to litigate the claim or any part thereof in courts of any other state for any reason.

City of Osage Beach
A Municipal Corporation

By: 
Tara Berreth, City Clerk

DESCRIPTION OF WORK

This project consists of replacing all water and sewer service lines that cross the roads outlined below. Water and sewer service lines are to be sleeved with corresponding sleeves relative to size of line. Most water lines will be 1in HDPE and Sewer service lines 1.25-1.5 in HDPE. Sewer service lines could be PVC, however HDPE is preferred installation.

Mandatory Pre-Bid meeting to be set two weeks after the opening of the Bid. Dated: 04/02/2026/ Located at Public Works Building, address 5757 Chapel Dr. Osage Beach MO, 65065. 1:00PM. Express any concerns or comments in relation to the job.

The city reserves the right to add or delete portions of the work to meet budgetary requirements. All work shall be performed under a single contract.

END

BID FORM

To: Honorable Mayor and Board of Aldermen
City of Osage Beach, Missouri

Gentlemen:

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

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

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

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

No. 1 Dated 04/23/26
No. _____ Dated _____

Bidder agrees, if the bid is accepted, to perform all the work described in the Project Manual including all Addenda, for the following prices.

TOTAL BID In writing: Four hundred seventy-nine thousand one hundred eighty dollars.

It is mutually understood and agreed by and between the parties of this Contract, in signing the Agreement thereof, that time is of the essence in this Contract. In the event that the Contractor shall fail in the performance of the Work specified and required to be performed within the period of time stipulated therefore in the Agreement binding said parties, after due allowance for any extension of time which may be granted under provisions of the General Conditions, the Contractor shall pay unto the Owner, as stipulated, liquidated damages and not as a penalty, the sum stipulated therefore in the Contract Agreement for each and every consecutive calendar day that the Contractor shall be in default.

In case of joint responsibility for any delay in the final completion of the Work covered by the Agreement; where two or more separate Agreements are in force at the same time and cover work on the same project and at the same site, the total amount of liquidated damages assessed against all contractors under such Agreement for any one day of delay in the final completion of the Work will not be greater than the approximate total of the damages sustained by the Owner by reason of such delay in completion of the Work, and the amount assessed against any Contractor for such one day of delay will be based upon the individual responsibility of such Contractor for the aforesaid delay as determined by and in the judgment of the Owner.

The Owner shall have the right to deduct said liquidated damages from any moneys in its hands, otherwise due or to become due to said Contractor, or sue for and recover compensation for damages for nonperformance of the Agreement at the time stipulated herein and provided for.

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

If this Bid is accepted and should Bidder for any reason fail to sign the Agreement within fifteen (15) consecutive calendar days as above stipulated, the Bid Security which has been made this day with the Owner shall, at the option of the Owner, be retained by the Owner as liquidated damage for the delay and expense caused the Owner; but otherwise, it shall be returned to the undersigned in accordance with the provisions set forth on page IB-5, paragraph 6.0 Bid Security.

Dated at _____ this _____ day of _____, 20__.

LICENSE or CERTIFICATE NUMBER, if applicable LC014462733

FILL IN THE APPROPRIATE SIGNATURE AND INFORMATION BELOW:

IF AN INDIVIDUAL: William Brad Rayburn/Owner
Signature and Title

Doing Business As Total H2O Solutions
Typed or Printed Name

Name of Firm 313 Ashton Lane
Business Address of Bidder:

Poplar Bluff, MO 63401

Telephone No. 573-300-8664

.....
IF A PARTNERSHIP: _____

Name of Partnership _____

Member of Firm (Signature)

Member of Firm (Typed or Printed)

Business Address of Bidder: _____

Telephone No. _____

BIDDER'S QUALIFICATIONS AND SUBCONTRACTING

To evaluate the bidders' qualifications for acceptance of this project, the Owner requests the following:

- a. Previous Experience (Projects of similar construction detail)

<u>Location</u>	<u>Year</u>	<u>Type & Size</u>	<u>Approximate Bid</u>
Stoddard County PWSO #4	2025	LSLI/Replacement	\$325,000. ⁰⁰
Ripley County PWSO #1	2024	LSLI/Replacement	\$265,000. ⁰⁰
City of Steele	2025	LSLI/Replacement	\$310,000
City of Adrian	2026	LSLI/Replacement	\$221,000

- b. List of equipment available for this job.

2025	Kubota Excavator
2026	Kubota Skid Steer
2025	Dump Trailer
2024	VX 50 Vermeer Hydrovac Trailer

- c. List of subcontractors to be used on this project

<u>(Name)</u>	<u>(Type of Work)</u>

This report is an integral part of the proposal.

Dated 04-27, 2026
 By William Rayburn
 Title Owner

**CERTIFICATION OF BIDDER REGARDING
EQUAL EMPLOYMENT OPPORTUNITY**

In accordance with Executive Order 11246 (30 F.R. 12319-25), the implementing rules and regulations thereof, and orders of the Secretary of Labor, a Certification regarding equal Opportunity is required of bidder or prospective contractors and their proposed subcontractors prior to the award of contracts or subcontractors.

CERTIFICATION OF BIDDER

Bidder's Name William Brad Rayburn

Address 313 Ashton Lane

Internal Revenue Service Employer Identification Number 423986841

1. Participation in a previous contract or subcontract

- a. Bidder has participated in a previous contract or subcontract to the Equal Opportunity Clause Yes No

- b. Compliance reports were required to be filed in connection with such contract or subcontract Yes No

- c. Bidder has filed all compliance reports due under applicable instructions, including SF-100. Yes No

- d. Have you ever been or are you being considered for sanction due to violation of executive order 11246 as amended. Yes No

2. Dollar amount of bid \$ 479,180.⁰⁰
3. Anticipated performance period 60 days.
4. Expected total number of employees who will perform the proposed construction 3+4.
5. Non segregated facilities
 - a. Notice to Prospective Federally Assisted Construction Contractors
 - (1) A Certification of Non segregated Facilities, as required by the May 9, 1967, order (32 F.R. 7439, May 19, 1967) on Elimination of Segregated Facilities, by the Secretary of Labor, must be submitted to the recipient prior to the award of a federally-assisted construction contract exceeding \$10,000.00 which is not exempt from the provisions of the Equal Opportunity Clause.
 - (2) Contractors receiving federally-assisted construction contract awards exceeding \$10,000.00 which are not exempt from the provisions of the Equal Opportunity clause will be required to provide for the forwarding of the following notice to prospective subcontractors for supplies and construction contracts where the subcontractors exceed \$10,000 00 and are not exempt from the provisions of the Equal Opportunity Clause;
 - b. Notice to Prospective Subcontractors of Requirement for Certification of Non segregated Facilities
 - (1) A Certification of Non segregated Facilities, as required by the May 9, 1967, order (32 F.R. 7439), May 10, 1967) on Elimination of Segregated Facilities, by the Secretary of Labor, must be submitted prior to the award of a subcontract exceeding \$10,000.00 which is not exempt from the provisions of the Equal Opportunity Clause.
 - (2) Contractors receiving subcontract awards exceeding \$10,000.00 which are not exempt from the provisions of the Equal Opportunity clause will be required to provide for the forwarding of this notice to prospective subcontractors for supplies and construction contracts where the subcontracts exceed \$10,000.00 and are not exempt from the provisions of the Equal Opportunity Clause.
 - c. Certification of Non segregated Facilities

The federally-assisted construction contractor certifies that he does not maintain or provide for his employee any segregated facilities at any of his establishments, and that he does not permit his employees to perform their services at any location, under his control, where segregated facilities are maintained. The federally-assisted construction contractor certifies further that he will not maintain or provide for his employees any segregated facilities at any of his establishments, and that he will not permit his employees to perform their services at any location under his control, where segregated facilities are maintained. The federally-assisted construction contractor agrees that a breach of this certification if a violation of the Equal Opportunity Clause in this contract. As used in this certification, the term "segregated facility" means any waiting room, work

areas, rest rooms, and other storage or dressing areas, parking lots, drinking fountains, recreation or entertainment areas, transportation and housing facilities provided for employees which are segregated by explicit directive or are in fact segregated on the basis of race, color, creed, or national origin, because of habit, location custom, or otherwise. The federally-assisted construction contractor agrees that (except where he has obtained identical certifications from proposed subcontractors for specific time periods) he will obtain identical certifications in duplicate from proposed subcontractors prior to the award of subcontractors exceeding \$10,000.00 which are not exempt from the provision of the Equal Opportunity Clause, and that he will retain the duplicate of such certifications in his files. The contractor will include the original in his Bid Package.

REMARKS:

CERTIFICATION - The information above is true and complete to the best of my knowledge and belief.

William Brad Rayburn

(Name and Title of Signer - type written)

William Brad Rayburn

Signature

04-27-2026

(Date)

NOTE: The penalty for making false statements in offers is prescribed in 18 U.S.C. 1001.

**CERTIFICATION BY PROPOSED SUBCONTRACTOR REGARDING
EQUAL EMPLOYMENT OPPORTUNITY**

Total H2O Solutions

Name of Prime Contractor

GENERAL

In accordance with Executive Order 11246 (30 F.R. 12319-25), the implementing rules and regulations thereof, and orders of the Secretary of Labor, a Certification regarding Equal Opportunity is required of bidder or prospective contractors and their proposed subcontractors prior to the award of contracts or subcontracts.

SUBCONTRACTORS CERTIFICATION

All work will be done by Total HD solutions

Subcontractor's Name _____

Address _____

Internal Revenue Service Employer Identification Number _____

1. Participation in a previous contract or subcontract
 - a. Bidder has participated in a previous contract or subcontract to the Equal Opportunity Clause Yes No.
 - b. Compliance reports were required to be filed in connection with such contract or subcontract Yes No.
 - c. Subcontractor as filed all compliance reports required by Executive Orders 10925, 11114, 11246 or by regulations of the Equal Employment Opportunity Commission issued pursuant to Title VII of the Civil Rights Act of 1964? Yes No.
 - d. If answer to item c is "No" please explain in detail on reverse side of this certification.

e. Have you ever been or are you being considered for sanction due to violation of executive order 11246 as amended. Yes No

2. Dollar amount of proposed subcontract \$ _____.

3. Anticipated performance period _____.

4. Expected total number of employees who will perform the proposed subcontract _____.

5. Non segregated Facilities

a. Notice to Prospective Contractors of Requirement for Certification of Non segregated Facilities

(1) A Certification of Non segregated Facilities, as required by the May 9, 1967, order (32 F.R. 7439, May 19, 1967) on Elimination of Segregated Facilities, by the Secretary of Labor, must be submitted to the contractor prior to the award of a subcontract exceeding \$10,000.00 and are not exempt from the provisions of the Equal Opportunity Clause.

(2) Contractors receiving subcontract awards exceeding \$10,000.00 which are not exempt from the provisions of the Equal Opportunity Clause will be required to provide for the forwarding of this notice to prospective subcontractors for supplies and construction contracts where the subcontractors exceed \$10,000.00 and are not exempt from the provisions of the Equal Opportunity Clause.

b. The federally-assisted construction contractor certifies that he does not maintain or provide for his employees any segregated facilities at any of his establishments, and that he does not permit his employees to perform their services at any location, under his control, where segregated facilities are maintained. The federally-assisted construction contractor certifies further that he will not maintain or provide for his employees any segregated facilities at any of his establishments and that he will not permit his employees to perform their services at any location under his control, where segregated facilities are maintained. The federally-assisted construction contractor agrees that a breach of this certification is a violation of the Equal Opportunity Clause in this contract. As used in this certification, the term "segregated facility" means any waiting room, work areas, rest rooms and wash rooms, restaurants and other eating areas, time clocks, locker rooms, and other storage or dressing areas, parking lots, drinking fountains, recreation or entertainment areas,

transportation and housing facilities provided for employees which are segregated by explicit directive or are in fact segregated on the basis of race, color, creed, or national origin, because of habit, location custom, or otherwise. The federally-assisted construction contractor agrees that (except where he has obtained identical certifications from proposed subcontractors for specific time periods) he will obtain identical certifications in duplicate from proposed subcontractors prior to the award of subcontracts exceeding \$10,000.00 which are not exempt from the provisions of the Equal Opportunity Clause, and that he will retain the duplicate of such certifications in his files. The contractor will include the original in his Bid Package.

REMARKS:

CERTIFICATION - The information above is true and complete to the best of my knowledge and belief.

Brad Rayburn / Owner

(Name and Title of Signer - type written)

Brad Rayburn

Signature

05-04-2026

(Date)

NOTE: The penalty for making false statements in offers is prescribed in 18 U.S.C. 1001.

CITY OF OSAGE BEACH, MISSOURI

BID BOND

KNOW ALL PERSONS BY THESE PRESENTS: That we, "the Bidder", Total H2O Solutions, LLC, a corporation x, individual _____, partnership _____, joint venture _____, of the State of Missouri, _____, qualified to do business in the State of Missouri, as Principal, and "the Surety", Philadelphia Indemnity Insurance Company _____, of the State of PA, authorized to do business as surety in the State of Missouri, are hereby held and firmly bound unto the **CITY OF OSAGE BEACH, MISSOURI**, a third class City, "the Owner", as Oblige in the penal sum of Five Percent of Amount Bid Dollars (\$ 5%), which represents five percent (5%) of the sum of the Bidder's Base Bid plus all alternates, for the payment of which the Bidder and the Surety hereby bind ourselves, our respective heirs, successors, legal representatives and assigns, jointly and severally, firmly by these presents in accordance with Missouri Law.

WHEREAS, the Bidder has submitted to the Owner the Bidder's Bid, to which this Bond is attached, to enter into the Contract with the Owner for Water and Sewer Service Lines covered by Bidding Documents prepared by the Engineer, which Bidding Documents are incorporated into this Bid Bond by this reference:

NOW, THEREFORE: THE CONDITION OF THIS OBLIGATION IS THAT, if the Bidder (a) faithfully performs and fulfills all the understandings, covenants, terms, conditions and requirements of the Bidding Documents (including written Addenda issued before Bid opening) within the time specified or any extension thereof, with or without notice to the Surety, or (b) fails to comply with all the understandings, covenants, terms conditions and requirements of the Bidding Documents (including written Addenda issued before Bid opening) within the time specified or any extension thereof, with or without notice to the Surety, but pays the Owner the difference, not to exceed the penal sum amount set forth in this Bond, between the amount given by the Bidder's Base Bid plus those alternates selected by the Owner and the amount by which the Owner may procure the Work - then this obligation shall be null and void, otherwise this obligation shall remain in full force and effect.

- A. If the Owner makes demand on the Surety to perform in accordance with the Surety's obligations under this Bond, then the full amount of the Surety's obligation for default of the Principal shall be immediately due and payable to the Owner, and the Surety shall pay that sum without delay. Additionally, the Surety shall reimburse the Owner for all costs of collection, as provided in Instruction to Bidders.
- B. The Surety, for value received, stipulates and agrees that the obligations of the Surety and its Bond shall be in no way impaired or affected by any extension of time within which the Owner may accept the Bid, and the Surety does, by this agreement, waive notice of any such extension.
- C. It is the intention of the Bidder, Surety and Owner that the Surety shall be bound by all terms and conditions of the Bidding Documents and this Bid Bond. However, if any provision(s) of the Bid Bond is/are illegal, invalid or unenforceable, all other provisions of this Bid Bond shall nevertheless remain in full force and effect, and the Owner shall be protected to the full extent provided by Missouri Law.

IMPORTANT: The Surety shall be satisfactory to the Owner and hold a current Certificate of Authority as an acceptable surety or reinsurer under 31 CFR Part 223 (and be listed on the most current U.S. Department of the Treasury Circular 570 of acceptable sureties).

Water and Sewer Service Lines

Address and Telephone of Surety

One Bala Plaza, Ste 100, Bala Cynwyd, PA 19004

Address and Telephone of agent
who is licensed in Missouri

101 E McCarty Street, Jefferson City, MO 65101

573-634-2122

Signed and sealed this 8th day of May, 20 26.

WITNESS:

Total H2O Solutions, LLC
BIDDER: (Print Full Name)

By: Brad Rayburn

Name & Title: Brad Rayburn / owner

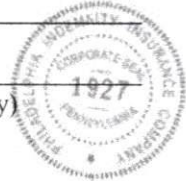
WITNESS:

Misty Leonard

Philadelphia Indemnity Insurance Company
SURETY: (Print Full Name & Sign)

By Agent: Allison Madrid

By Attorney-in-Fact: Allison Madrid
(Attach Certified Copy of Power of Attorney)



**CERTIFICATE OF PRINCIPAL
(BIDDER)**

I, Brad Rayburn, certify that I am Owner of
(Name of person signing certificate) (Title of person signing Certificate)

Total H2O Solutions and Brad Rayburn
(Company Name) (Name of Person Signing Bid Bond)

was then Owner of the Bidder and has the authority to sign the Bid Bond. The Bid Bond
(Title of person signing Bid Bond)

was duly signed, sealed, and attested for and on behalf of the Bidder by authority of its governing body.

Bud Rayburn
Signed by the Authorized Officer or manager of the Bidder

Total H2O Solutions
Name of the Bidding Entity

(Corporate Seal)

**VERIFICATION
(BIDDER)**

STATE OF Missouri)
COUNTY OF Butler) SS

Before me, a Notary Public duly commissioned, qualified and acting, personally appeared (enter name of person who signed the Bid Bond on behalf of the Bidder), Brad Rayburn to me well known to be the person described in and who signed the Bid Bond, who being by me first duly sworn upon oath, says that he/she is the attorney-in-fact for (enter name of bidding entity) Total H2O Solutions and has the authority to execute the attached Bid Bond on behalf of the named Bidder in favor of the **CITY OF OSAGE BEACH, MISSOURI.**

Subscribed and sworn before me on this 5 day of MAY, 20 26

Jessica C Arnold
Notary Public

My Commission Expires: 9-7, 20 26



PHILADELPHIA INDEMNITY INSURANCE COMPANY

One Bala Plaza, Suite 100
Bala Cynwyd, PA 19004-0950

Power of Attorney

KNOW ALL PERSONS BY THESE PRESENTS: That PHILADELPHIA INDEMNITY INSURANCE COMPANY (the Company), a corporation organized and existing under the laws of the Commonwealth of Pennsylvania, does hereby constitute and appoint Louis Landwehr, Allison Madrid, Shannon Burgess, Crystal York, and Misty D. Leonard of Winter-Dent & Company its true and lawful Attorney-in-fact with full authority to execute on its behalf bonds, undertakings, recognizances and other contracts of indemnity and writings obligatory in the nature thereof, issued in the course of its business and to bind the Company thereby, in an amount not to exceed \$50,000,000.

This Power of Attorney is granted and is signed and sealed by facsimile under and by the authority of the following Resolution adopted by the Board of Directors of PHILADELPHIA INDEMNITY INSURANCE COMPANY on the 14th of November 2016.

RESOLVED: That the Board of Directors hereby authorizes the President or any Vice President of the Company: (1) Appoint Attorney(s) in Fact and authorize the Attorney(s) in Fact to execute on behalf of the Company bonds and undertakings, contracts of indemnity and other writings obligatory in the nature thereof and to attach the seal of the Company thereto; and (2) to remove, at any time, any such Attorney-in-Fact and revoke the authority given. And, be it

FURTHER RESOLVED: That the signatures of such officers and the seal of the Company may be affixed to any such Power of Attorney or certificate relating thereto by facsimile, and any such Power of Attorney so executed and certified by facsimile signatures and facsimile seal shall be valid and binding upon the Company in the future with respect to any bond or undertaking to which it is attached.

IN TESTIMONY WHEREOF, PHILADELPHIA INDEMNITY INSURANCE COMPANY HAS CAUSED THIS INSTRUMENT TO BE SIGNED AND ITS CORPORATE SEAL TO BE AFFIXED BY ITS AUTHORIZED OFFICE THIS 5TH DAY OF OCTOBER 2024.

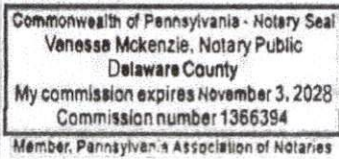


(Seal)

John Glomb, President & CEO
Philadelphia Indemnity Insurance Company

On this 5th day of October, 2024 before me came the individual who executed the preceding instrument, to me personally known, and being by me duly sworn said that he is the therein described and authorized officer of the PHILADELPHIA INDEMNITY INSURANCE COMPANY; that the seal affixed to said instrument is the Corporate seal of said Company; that the said Corporate Seal and his signature were duly affixed.

Notary Public:



residing at:

Linwood, PA

My commission expires:

November 3, 2028

I, Edward Sayago, Corporate Secretary of PHILADELPHIA INDEMNITY INSURANCE COMPANY, do hereby certify that the foregoing resolution of the Board of Directors and the Power of Attorney issued pursuant thereto on the 5th day October 2024 are true and correct and are still in full force and effect. I do further certify that John Glomb, who executed the Power of Attorney as President, was on the date of execution of the attached Power of Attorney the duly elected President of PHILADELPHIA INDEMNITY INSURANCE COMPANY.

In Testimony Whereof I have subscribed my name and affixed the facsimile seal of each Company this 8th day of May, 2026.



Edward Sayago, Corporate Secretary
PHILADELPHIA INDEMNITY INSURANCE COMPANY



**WORKERS ELIGIBILITY VERIFICATION AFFIDAVIT FOR ALL
CITY OF OSAGE BEACH CONTRACT AGREEMENTS IN EXCESS OF \$5,000**

(For joint ventures or contracts by more than one individual, a separate affidavit is required for each person or business entity)

State of Missouri)
)ss
County of Camden)

On this 5th day of May, 2026 before me appeared
Brad Rayburn, personally known to me or proved to me on the basis of
(name) satisfactory evidence to be a person whose name is subscribed to this affidavit, who being by me
duly sworn, deposed as follows:

My name is Brad Rayburn, and I am of sound mind, capable of making this
affidavit, and personally certify the facts herein stated, as required by Section 285.530, RSMo, to enter into
any contract agreement with the City of Osage Beach to perform my job, task, employment, labor, personal
services, or any other activity for which compensation is provided, expected, or due, including but not
limited to all activities conducted by business entities.

I am the Owner of Total H2O Solutions and I am duly authorized
(Position) (Name of Business Entity)

Directed, and/or empowered to act officially and properly on behalf of this business entity.

I hereby affirm and warrant that the aforementioned business entity is enrolled in a federal work
authorization program operated by the United States Department of Homeland Security to verify
information of existing and newly hired employees. The aforementioned business entity shall participate
in said program with respect to all employees working in connection under the within contract agreement
with the City of Osage Beach.

I have attached documentation to this affidavit to evidence enrollment/participation by the aforementioned business entity in a federal work authorization program, as required by section 285.530 RSMo.

I hereby affirm and warrant that the aforementioned business entity does not and shall not knowingly employ, in connection to work under the within stated contract agreement with the City of Osage Beach, and alien who does not have the legal right or authorization under federal law to work in the United States, as defined in 8 U.S.C. § 1324 a(h)(3).

I am aware and recognize that, unless certain contract and affidavit conditions are satisfied pursuant to Section 285.530 RSMo, the aforementioned business entity may be held liable under Section 385.525 through 285.550 RSMo, for subcontractors that knowingly employ or continue to employ unauthorized alien to work within the State of Missouri.

I acknowledge that I am signing this affidavit as a free act and deed of the aforementioned business entity and not under duress.

Bnd Kaye
Affiant Signature

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

Jessica C Arnold
Notary Public

JESSICA C ARNOLD
Notary Public - Notary Seal
STATE OF MISSOURI
Butler County
My Commission Expires: Sep. 07, 2026
Commission # 14935370

My Commission Expires: 9-7-2026

Seal:

**NOTICE AND INSTRUCTIONS TO BIDDERS AND VENDORS
REGARDING HIRING OF ILLEGAL WORKERS**

Pursuant to Missouri statute RSMo 285.530(1), no business entity or employer shall knowingly employ, hire for employment, or continue to employ an unauthorized alien to perform work within the State of Missouri.

As a condition for the award of any contract or grant in excess of five-thousand dollars (\$5,000.00) by the City of Osage Beach, Missouri to a business entity, the business entity (Company or individual) shall:

- 1) By sworn affidavit and provision of documentation, affirm its enrollment and participation in a federal work authorization program with respect to the employees working in connection with the contracted services.
- 2) Sign an affidavit affirming that it does not knowingly employ any person who is an unauthorized alien in connection with the contracted services.

The City of Osage Beach, Missouri, in order to comply with sections 285.525 through 285.550 RSMo, requires the following for bids and contract documents:

Required Affidavit for Contracts over \$5,000.00 –

Company shall comply with the provisions of Section 285.525 through 285.550 RSMo.

Contract award is contingent on Company providing an acceptable notarized affidavit stating the following:

1. Company is enrolled in and participates in a federal work authorization program with respect to the employees working in connection with the contracted services; and
2. Company does not knowingly employ any person who is an unauthorized alien in connection with the contracted services.

A form for such affidavit is included herein.

AGREEMENT

THIS AGREEMENT, made and entered into this _____ day of _____, 20, by and between the **City of Osage Beach**, Party of the First Part and hereinafter called the **Owner**, and _____ a _____ of _____ Party of the Second Part and hereinafter called the **Contractor**.

WITNESSETH:

THAT WHEREAS, the City of Osage Beach has caused to be prepared, in accordance with law, specifications, plans, and other contract documents for the work herein described and has approved and adopted said documents, and has caused to be published, in the manner and for the time required by law, an advertisement for and in connection with the construction of the improvements, complete, in accordance with the contract documents and the said plans and specifications; and

WHEREAS, the Contractor, in response to such advertisement, has submitted to the Owner, in the manner and at the time specified, a sealed bid in accordance with the terms of said advertisement;

WHEREAS, the Owner, in the manner prescribed by law, has publicly opened, examined and canvassed the bids submitted in response to the published advertisement therefor, and as a result of such canvass has determined and declared the aforesaid Contractor to be the lowest responsive and responsible Bidder for the said work and has duly awarded to the said Contractor a contract therefor, for the sum or sums named in the Contractor's bid, a copy thereof being attached to and made a part of this contract.

NOW, THEREFORE, in consideration of the compensation to be paid to the Contractor and of the mutual agreements herein contained, the Parties to these presents have agreed and hereby agree, the Owner for itself and its successors, and the Contractor for its, his, or their executors and administrators, as follows:

ARTICLE I. That the Contractor shall (a) furnish all tools, equipment, supplies, superintendence, transportation, and other construction accessories, services and facilities; (b) furnish all materials, supplies and equipment specified and required to be incorporated in and form a permanent part of the completed work except the items specified to be furnished by the Owner; (c) provide and perform all necessary labor; and (d) in a good, substantial, and workmanlike manner and in accordance with the provisions of the General Conditions and Supplementary Conditions of this contract which are attached hereto and make a part hereof, and in conformance with the contract plans and specifications designated and identified therein, execute, construct, and complete all work included in and covered by the Owner's official award of this contract to the said Contractor, such award being based on the acceptance by the Owner of the Contractor's bid for the construction of the improvements.

ARTICLE II. That the Contractor shall construct, complete as designated and described in the foregoing Bid Form and attached specifications and in accordance with the Advertisement for Bids, Instructions to Bidders, Bid Form, Bonds, General Conditions, Supplementary Conditions, detailed specifications, plans, addenda, and other component parts of the contract documents hereto attached, all of which documents form the contract and are fully a part hereto as if repeated verbatim here.

ARTICLE III. That the Owner shall pay to the Contractor for the performance of the work described as follows:

Water and Sewer Service Lines OB-05-26

and the Contractor will accept as full compensation thereof, the sum (subject to adjustment as provided by the contract) of _____ for all work covered by and included in the contract award and designated in the foregoing Article I. Payment therefor shall be made in the manner provided in the General Conditions and Supplementary Conditions attached hereto.

ARTICLE IV. That the Contractor shall begin assembly of materials and equipment within fifteen (15) days after receipt from the Owner of executed copies of the contract and that the Contractor shall complete said work within Thirty (30) consecutive calendar days from the thirtieth day after the Effective Date of the agreement, or if a Notice to Proceed is given, from the date indicated in the Notice to Proceed.

Owner and Contractor recognize time is of the essence of this agreement and that Owner will suffer financial loss if the work is not completed within the time specified above, plus any extensions thereof allowed in allowance with Article 11 of the General Conditions. Owner and Contractor agree that as liquidated damages for delay, but not as a penalty, Contractor shall pay Owner Five Hundred dollars (\$ 500.00) for each and every calendar day of each section that expires following the time specified above for completion of the work.

ARTICLE V. This Agreement will not be binding and effective until signed by the Owner.

IN WITNESS WHEREOF, the Parties hereto have executed this contract as of the day and year first above written.

SIGNATURE:

ATTEST:

Owner, Party of the First Part

City Clerk

By _____

Name and Title

(SEAL)

LICENSE or CERTIFICATE NUMBER, if applicable _____

SIGNATURE OF CONTRACTOR:

IF AN INDIVIDUAL OR PARTNERSHIP

Contractor, Party of the Second Part

By _____
Name and Title

IF A CORPORATION

ATTEST:

Contractor, Party of the Second Part

Secretary

By _____
Name and Title

(CORPORATE SEAL)

STATE OF _____

COUNTY OF _____

On This _____ day of _____, 20____, before me appeared _____
to me personally known who, being by me duly sworn, did say that he is the _____ of
_____ and that the seal affixed to said instrument is the
corporate seal of said corporation by authority of its board of directors, and said _____
acknowledged said instrument to be the free act and deed of said corporation.

(SEAL)

My commission Expires: _____

Notary Public Within and For Said County and State

BID OPENING

Water Sewer Lines

05/08/2026

2:00 PM

The following bids were opened by Tara Berreth and witnessed by Kegan Powers.

Bidder Name	Amount of Bid
Travis Hodge	\$495,000
Total H2O Solutions	\$479,180
Thomas Construction	\$310,066

City of Osage Beach
Agenda Item Summary

Date of Meeting: May 21, 2026
Originator: Kegan Powers, Deputy City Clerk
Presenter: Jeff Fisher, Public Works Director

Agenda Item:

Bill 26-62 - An ordinance of the City of Osage Beach, Missouri, authorizing the Mayor to sign a contract with Vance Brothers for the Pavement Management Micro-Surfacing Maintenance Project in an amount of \$757,427.03 with a 3% contingency. *First Reading.*

Requested Action:

First Reading of Bill #26-62

Ordinance Referenced for Action:

Board of Aldermen approval required for purchases over \$25,001 per Municipal Code Chapter 135; Article II: Purchasing, Procurement, Transfers, and Sales.

Deadline for Action:

Not Applicable

Budgeted Item:

Yes

Budget Line Information (if applicable):

Budget Line Item/Title: 20-00-773155 Misc Streets/Roads

FY2026 Budgeted Amount:	\$2,200,000 / \$1,000,000 combined budgeted project
FY2026 Expenditures to Date (05/13/2026):	(\$ 00.00)
FY2026 Available:	\$ 1,000,000
FY2026 Requested Amount:	\$ 780,149.84

Department Comments and Recommendation:

2026 Pavement Maintenance Program: Budget \$1M

Staff recommend Vance Bro's for surface treatments like micro and chip-seal applications at a cost of \$757, 427.03. These are based on the roads and quantities

stated in the request for bid. Since then, staff have determined it would be appropriate to treat Parkwood Circle and Nichols, beyond OB Pkwy to the State Park. Vance has offered to demo a new treatment application at their cost and staff believe Parkwood is a good candidate for this. The demo is free but limited in area so staff is recommending the City pay for the remainder of Parkwood beyond the demo area so it is treated in its entirety.

It is also common that estimated quantities are different from actual quantities primarily dependent on depth of asphalt or treatment due to uneven surfaces and due to variations in width of roads from one end to the other. Staff will report to the City Administrator any additional costs along the way for both contracts and to the BOA upon completion. Finally, staff are likely to use the new equipment to perform other pavement maintenance activities with the new equipment and would spend from this line item to do so. City staff recommends an amount of 3% above the contract amount to be approved by the City Administrator (\$22,722.81).

2026 Pavement Micro-Surfacing had one bid. Vance Brothers for \$1,530,883.53.

The Bid amount reflects a cooperative agreement between Camdenton County and The City of Lake Ozark. Of this contract the City of Osage Beach is responsible for \$757,427.03.

The City of Lake Ozark is responsible for \$346,560.00. Camden County Road District is responsible for \$426,896.50.

The City of Osage Beach is only responsible for \$757,427.03 of the cooperative agreement and is not taking or making payment on behalf of other entities. Given the specialty field and size, Vance Brothers is the only contractor who bid. Vance Brother's and the City have a good relationship and a history.

City Staff recommends Vance Brother's.

City Attorney Comments:

Per City Code 110.230, Bill 26-62 is in correct form.

City Administrator Comments:

I concur with the department's recommendation.

AN ORDINANCE OF THE CITY OF OSAGE BEACH, MISSOURI, AUTHORIZING THE MAYOR TO SIGN A CONTRACT WITH VANCE BROTHERS LLC FOR THE PAVEMENT MANAGEMENT MICRO-SURFACE MAINTENANCE PROJECT IN AN AMOUNT OF \$757,427.03 WITH A 3% CONTINGENCY.

BE IT ORDAINED BY THE BOARD OF ALDERMEN OF THE CITY OF OSAGE BEACH, MISSOURI, AS FOLLOWS:

Section 1. The Board of Aldermen hereby authorizes the Mayor to execute on behalf of the City a contract with Vance Brothers LLC under substantially the same or similar terms and conditions as set forth in "Exhibit A".

Section 2. Total expenditure or liability authorized under this Ordinance shall not exceed Seven Hundred Fifty-Seven Thousand Four Hundred Twenty-Seven Dollars and Three Cents (\$757,427.03).

Section 3. City Administrator may have authority to sign for the contingency of up to 3% (\$22,722.81) to ensure no delay in project prior to Board Approval.

Section 4. This Ordinance shall be in full force and effect from date of passage and approval by the Mayor.

READ FIRST TIME:

READ SECOND TIME:

I hereby certify that the above Ordinance No. 26.62 was duly passed on _____, by the Board of Aldermen of the City of Osage Beach. The votes thereon were as follows:

Ayes:

Nays:

Abstain:

Absent:

This Ordinance is hereby transmitted to the Mayor for his signature.

Date

Tara Berreth, City Clerk

Approved as to form:

Cole Bradbury, City Attorney

I hereby approve Ordinance No. 26.62.

Date

Richard Ross, Mayor

ATTEST:

Tara Berreth, City Clerk



CITY OF OSAGE BEACH STANDARD TERMS RIDER – LONG FORM

THIS RIDER adds the following standard terms to the attached bid, order form, estimate, or proposal (the “**Bid**”) between the City of Osage Beach, Missouri (“**City**”) and Vance Brother’s (“**Contractor**”). In the event any of these terms conflict with the attached Bid, these terms shall control. The Bid together with this Rider shall constitute the parties’ “**Agreement.**”

I. Overview

Contractor shall provide all labor, materials, and equipment necessary to provide a complete and fully functioning product as described in this Agreement.

II. Payment

City will pay Contractor the Bid amount, net any change orders, within 14 days of the City Engineer, Building Official, or other responsible official certifying completion of the Work described in this Agreement.

III. Additional Standard Terms

The following clauses will be included in the final agreement between the parties. They are standard in all City of Osage Beach contracts and are only to be modified with substantial justification, and then only as much as necessary to accommodate such justification:

1. **Professionalism.** In addition to any warranties or specifications contained in its Bid, Contractor will exercise the care and skill ordinarily used by members of the subject profession practicing under similar circumstances (as defined by the appropriate licensing authority, professional standards, and/or relevant industry practices). Contractor understands that it will be perceived as a representative of the City and will ensure its personnel and any subcontractors will conduct themselves in a thoroughly professional and respectable manner while performing this Agreement for the City and while on-site. Contractor shall ensure its personnel and any subcontractors comply with all City policies while on-site. Contractor and its personnel and any subcontractors will comply with all reasonable instructions and requests by the City. City property and resources are to be used only in ways that are consistent with their lawful intended purpose.
2. **Licenses, Permits, Taxes.** Contractor must have or obtain a City merchant’s license. Contractor shall be responsible for applying for, obtaining, and maintaining all licenses, permits, and other approvals required for itself, including but not limited to the Work. Contractor shall be responsible for paying all sales, income, property, and other taxes required to carry on its business.
3. **Appropriations.** The continuation of this Agreement is contingent upon annual appropriation of funds by the Osage Beach Board of Aldermen. In the event the Board of Aldermen shall not budget and appropriate, specifically with respect to this Agreement, on or before January 1, subsequent years of the contract moneys sufficient to make all payments under this Agreement, the City shall not be obligated to make those payments.
4. **Pre-Contract Expense.** The City shall not be obligated to pay or liable for any cost incurred by Contractor prior to execution of this Agreement. All costs to prepare and submit a response to this and any other RFQ, RFP, or IFB shall be borne by the proposer.
5. **Assignment or Transfer.** No rights or obligations contemplated by this Agreement shall be transferred or assigned without formal written approval by the City.

6. **Discrimination Policy.** The City of Osage Beach advises the public that it does not discriminate on the basis of disability, race or color, national origin, religion, age, or sex in employment or the provision of municipal services. Contractor shall not discriminate on any prohibited basis and shall comply with all applicable employment laws.
7. **Laws, Ordinances, and Regulations.** Contractor shall conform to all Federal, State, and local regulations, ordinances, and laws applicable to Contractor, the City, or the subject matter of this Agreement. The City shall not be responsible for any fees, charges, money, or other obligations due as result of from any service provided under this Agreement. Contractor shall conform to all changes made to this Agreement as a result of any ordinance, law and/or directive issued by the Federal, State, or local authority having jurisdiction over this Agreement, Contractor, or the City.
8. **Certifications Regarding Debarment.** Contractor certifies that, except as noted below, it and any other person associated therewith in the capacity of owner, partner, director, officer, or manager (collectively “Contractor Principals”), are not presently nor have ever been under suspension, debarment, voluntary exclusion, or determination of ineligibility by any governmental unit or agency (whether federal, state, tribal, local, or other), nor is any such action pending. Contractor further certifies that it and its Contractor Principals have not been indicted, convicted, or had a civil judgment rendered against it by a court of competent jurisdiction in any manner involving fraud or official misconduct, nor has Contractor or any Contractor Principal been party to any public transaction (whether federal, state, tribal, local, or other) terminated for cause or default. Contractor further certifies that any and all exceptions to these representations were disclosed with its Bid, and City relied on these certifications as a material inducement into accepting Contractor’s Bid. Contractor must notify City within thirty days of being debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participation in any contract by any governmental entity so long as work remains to be performed under this Agreement.
9. **Grants.** In the event the work provided for herein is being funded, in whole or in part, by a federal, state, local, or private grant, City’s obligations herein shall be contingent upon such grant being available for the term of this Agreement. City shall not be obligated to make pay any monies funded by grant funds until such funds are received by and available to the City Treasurer. Except as otherwise provided herein, if this Agreement is not funded, then both parties are relieved of all of their obligations thereunder.
10. **Prevailing Wage.** If the Bid accepted by the City or the total project cost, whichever is greater, is in the amount of \$75,000.00 or more, Contractor shall comply with the provisions of Missouri law pertaining to the payment of wages on public works projects. As used herein, all totals shall include: (1) the value of work performed on the project by every person paid by a contractor or subcontractor for that person’s work on the project; and (2) all materials and supplies purchased for the project. *See* R.S.Mo. §§ 290.210-.340.
11. **E-Verify.** If the Bid is for an aggregate value in excess of \$5,000.00, Contractor shall, by sworn affidavit and provision of documentation, affirm its enrollment and participation in a federal work authorization program with respect to the persons employed to perform the Bid. Contractor shall sign an affidavit affirming it does not knowingly employ any person who is an unauthorized alien in connection to the Work. *See* R.S.Mo. § 285.530.
12. **Sunshine Law.** All material submitted to the City will become public record and will be subject to the Missouri Sunshine Law, R.S.Mo. Chapter 610. Any material requested to be treated as proprietary or confidential must be clearly identified and easily separable from other materials. Contractor must include justification for the request. The City’s obligation to comply with the Sunshine Law supersedes any request by Contractor that material be treated as proprietary or confidential.
13. **Anti-Israel Discrimination.** Contractor certifies it is not currently engaged in and shall not, for the duration of this Agreement, engage in a boycott of goods or services from the State of Israel companies doing business in or with Israel or authorized by, licensed by, or organized under the laws of the State of Israel; or persons or entities doing business in the State of Israel. *See* R.S.Mo. § 34.600.
14. **Indemnification by Contractor.** Contractor shall indemnify, save, and hold harmless the City, its employees, and agents, against any and all claims, damages, liability and court awards including costs, expenses, and attorney fees

incurred as a result of any act or omission by Contractor or its employees, agents, subcontractors, or assignees arising out of this Agreement.

15. **No Indemnification by City.** Nothing in this Agreement shall be construed to require the City to indemnify Contractor. Such indemnification is illegal under Missouri law. *See* Mo. A.G. Opinion 138-87 (1987).
16. **Ownership of Work Product.** All documents and other work product created by Contractor under this Agreement shall become the property of City once the invoice for the preparation of such document or work product has been paid.
17. **Termination.** City may terminate this Agreement upon written notice of any violation of this Agreement if such violation is not cured within 7 calendar days of such notice. City may immediately terminate this Agreement for any material violation or any violation which creates a risk to the health, safety, or welfare of any person or property.
18. **Necessary Documents.** The parties agree to execute and deliver without additional consideration such instruments and documents and to take such further actions as they may reasonably request in order to fulfill the intent of and give effect to this Agreement and the transactions contemplated thereby.
19. **Entire Agreement.** This Agreement supersedes all agreements previously made between the parties relating to its subject matter. There are no other understandings or agreements between them. Without limiting the foregoing, this Agreement expressly supersedes any click-through, browse-wrap, or any other terms related to the subject matter of this Agreement on any website or that otherwise may be presented to or required to be accepted by the City or its employees and contractors while exercising rights under this Agreement.
20. **Non-Waiver.** No delay or failure by either party to exercise any right under this Agreement, and no partial or single exercise of that right, shall constitute a waiver of that or any other right unless otherwise expressly provided herein.
21. **Governing Law; Disputes.** This Agreement shall be governed by the laws of the State of Missouri. Any action arising out of this Agreement or its subject matter shall be litigated in the Circuit Court for Camden County, Missouri and the parties consent and agree to the exclusive personal and subject-matter jurisdiction of that Court. Nothing in this Agreement shall require the City to consent to arbitration or other binding dispute resolution.
22. **No Third-Party Beneficiaries.** Nothing in this Agreement, express or implied, is intended to confer upon any other person any rights or remedies under or by reason of this Agreement.
23. **Severability.** If any provision in this Agreement shall be found to be void, the other provisions of this Agreement shall survive and remain enforceable.
24. **Counterparts.** This Agreement may be executed in two or more counterparts, each of which shall be deemed an original but all of which together shall constitute one and the same instrument. A facsimile or electronic (such as .PDF) copy of this Agreement or a signature thereto shall have the same force and effect as an original.
25. **Binding Effect.** This Agreement, subject to the above conditions of assignment, shall be binding upon and inure to the benefit of all parties and their respective legal representatives, successors, heirs, and assigns.

Vance Brother's hereby acknowledges and agrees to the terms above.

Signature of Authorized Representative

Name and Title

CITY OF OSAGE BEACH, MISSOURI

BID BOND

KNOW ALL PERSONS BY THESE PRESENTS: That we, "the Bidder", Vance Brothers, LLC, a corporation x, individual , partnership , joint venture , of the State of Missouri, qualified to do business in the State of Missouri, as Principal, and "the Surety", American Surety Company, of the State of Indiana, authorized to do business as surety in the State of Missouri, are hereby held and firmly bound unto the **CITY OF OSAGE BEACH, MISSOURI**, a third class City, "the Owner", as Oblige in the penal sum of Five Percent of Amount Bid Dollars (\$ 5% of Amt. Bid), which represents five percent (5%) of the sum of the Bidder's Base Bid plus all alternates, for the payment of which the Bidder and the Surety hereby bind ourselves, our respective heirs, successors, legal representatives and assigns, jointly and severally, firmly by these presents in accordance with Missouri Law.

WHEREAS, the Bidder has submitted to the Owner the Bidder's Bid, to which this Bond is attached, to enter into the Contract with the Owner for Water and Service Lines OB-05-26 covered by Bidding Documents prepared by the Engineer, which Bidding Documents are incorporated into this Bid Bond by this reference:

NOW, THEREFORE: THE CONDITION OF THIS OBLIGATION IS THAT, if the Bidder (a) faithfully performs and fulfills all the understandings, covenants, terms, conditions and requirements of the Bidding Documents (including written Addenda issued before Bid opening) within the time specified or any extension thereof, with or without notice to the Surety, or (b) fails to comply with all the understandings, covenants, terms conditions and requirements of the Bidding Documents (including written Addenda issued before Bid opening) within the time specified or any extension thereof, with or without notice to the Surety, but pays the Owner the difference, not to exceed the penal sum amount set forth in this Bond, between the amount given by the Bidder's Base Bid plus those alternates selected by the Owner and the amount by which the Owner may procure the Work - then this obligation shall be null and void, otherwise this obligation shall remain in full force and effect.

- A. If the Owner makes demand on the Surety to perform in accordance with the Surety's obligations under this Bond, then the full amount of the Surety's obligation for default of the Principal shall be immediately due and payable to the Owner, and the Surety shall pay that sum without delay. Additionally, the Surety shall reimburse the Owner for all costs of collection, as provided in Instruction to Bidders.
- B. The Surety, for value received, stipulates and agrees that the obligations of the Surety and its Bond shall be in no way impaired or affected by any extension of time within which the Owner may accept the Bid, and the Surety does, by this agreement, waive notice of any such extension.
- C. It is the intention of the Bidder, Surety and Owner that the Surety shall be bound by all terms and conditions of the Bidding Documents and this Bid Bond. However, if any provision(s) of the Bid

Bond is/are illegal, invalid or unenforceable, all other provisions of this Bid Bond shall nevertheless remain in full force and effect, and the Owner shall be protected to the full extent provided by Missouri Law.

IMPORTANT: The Surety shall be satisfactory to the Owner and hold a current Certificate of Authority as an acceptable surety or reinsurer under 31 CFR Part 223 (and be listed on the most current U.S. Department of the Treasury Circular 570 of acceptable sureties).

Address and Telephone of Surety


American Surety Company
250 East 96th Street, Suite 202, Indianapolis, IN 46240
(317) 875-8700

Address and Telephone of agent who is licensed in Missouri

Rebecca S. Leal
444 W. 47th Street, Suite 900, Kansas City, MO 64112-1906
(816) 960-9000

Signed and sealed this 11th day of May, 2026.

WITNESS:



Arthur Sewell
Secretary

Vance Brothers, LLC

BIDDER: (Print Full Name)

By: 

Name & Title: Shawn Brost, Vice President

WITNESS:

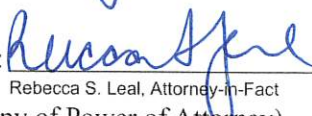


American Surety Company

SURETY: (Print Full Name & Sign)

By Agent: 

Rebecca S. Leal, MO Resident Agent

By Attorney-in-Fact: 

Rebecca S. Leal, Attorney-in-Fact
(Attach Certified Copy of Power of Attorney)

VANCE BROTHERS, LLC
CORPORATE SEAL
MISSOURI

AMERICAN SURETY COMPANY
Administrative Office: 201 E. 5th Street, Cincinnati, Ohio 45202

The number of persons authorized by this power of attorney is not more than 15.

POWER OF ATTORNEY

Know All Men by These Presents: That American Surety Company, a corporation organized and existing under and by virtue of the laws of the State of Indiana, does hereby nominate, constitute, and appoint the person or persons named below, each individually if more than one is named, its true and lawful attorney-in-fact, for it and in its name, place and stead to execute on behalf of said Company, as surety, any and all bonds, undertakings and contracts of suretyship, or other written obligations in the nature thereof; provided that the liability of the said Company on any such bond, undertaking or contract of suretyship executed under this authority shall not exceed the limit stated below.

April M. Terbay, Christy M. Braille, C. Stephens Griggs, Dobra J. Scarborough, Daniella R. Capps, Erin C. Lavin, Evan D. Sizemore, Hillary D. Shapard, Kelle A. Meyer, Kristin D. Thurber, Mary T. Flanigan, Marlana Walker, Rebecca S. Leal, Tahitia M. Fry, Veronica Lawver	Address All of Kansas City, MO	Limit of Power \$ 25,000,000.00
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This Power of Attorney revokes all previous powers issued on behalf of the attorney(s)-in-fact named above. IN WITNESS WHEREOF the American Surety Company has caused these presents to be signed and attested by its appropriate officers and its corporate seal hereunto affixed this 7th day of October, 2024.

ATTEST:

By: [Signature]
Robert Kuzloski, Secretary



By: [Signature]
Timothy D. Martin, President

STATE OF OHIO, COUNTY OF HAMILTON – ss:

On this 7th day of October, 2024 before me, personally appeared Timothy D. Martin, to me known, being duly sworn, deposes and says that he is the President of American Surety Company, the Company described in and which executed the above instrument; that he knows the seal of the said Company; that the seal affixed to the said instrument is such corporate seal; that it was so affixed by authority of his office under the By-Laws of said Company, and that he signed his name thereto by like authority.



PATRICK J. DEMMER
Notary Public, State of Ohio
Commission #: 2023-RE-861396
My Commission Expires 03-20-28

[Signature]
Patrick J. Demmer, Notary Public
State of Ohio

This Power of Attorney is granted by authority of the following resolutions adopted by the Board of Directors of American Surety Company by unanimous written consent effective October 2, 2024.

RESOLVED: That the President be and hereby is authorized, from time to time, to appoint one or more Attorneys-in-Fact to execute on behalf of the Company, as surety, any and all bonds, undertakings and contracts of suretyship, or other written obligations in the nature thereof; to prescribe their respective duties and the respective limits of their authority; and to revoke any such appointment at any time.

RESOLVED FURTHER: That the Company seal and the signature of the President and any Secretary or Assistant Secretary of the Company may be affixed by electronic means to any power of attorney or certificate of either given for the execution of any bond, undertaking, contract of suretyship, or other written obligation in the nature thereof, such signature and seal when so used being hereby adopted by the Company as the original signature of such officer and the original seal of the Company, to be valid and binding upon the Company with the same force and effect as though manually affixed.

CERTIFICATION

I, Robert Kuzloski, Secretary of American Surety Company, do hereby certify that the foregoing Power of Attorney and the Resolutions of the Board of Directors effective October 2, 2024 have not been revoked and are now in full force and effect.

Signed and sealed this 11th day of May, 2026.



[Signature]
Robert Kuzloski, Secretary

This Power of Attorney is not effective unless a Bond Number or the word "Bid" is stated above.

Consent of Members

Vance Brothers, LLC.

The undersigned, being all of the Members of Vance Brothers, LLC, a Missouri Limited Liability Company, hereby authorize, consent to, approve, and ratify the execution by Adrian Johnson, Robert A. Vance, Shawn Brost, or Josh Williams on behalf of Vance Brothers, LLC of all bid proposals, contracts, affidavits, and related documents.

Dated this 14th day of July 2025.



President

Adrian Johnson
Printed Name



Vice President

Robert A. Vance
Printed Name



Vice President

Shawn Brost
Printed Name



Vice President, Assistant Secretary

Josh Williams
Printed Name



Secretary

Arthur Sewell
Printed Name

COMPANY 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 Social Security Administration (SSA), the Department of Homeland Security (DHS) and **Vance Brothers, Inc.** (Employer) regarding the Employer's participation in the Employment Eligibility Verification Program (E-Verify). E-Verify is a program in which the employment eligibility of all newly hired employees will be confirmed after the Employment Eligibility Verification Form (Form I-9) has been completed.

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).

ARTICLE II

FUNCTIONS TO BE PERFORMED

A. RESPONSIBILITIES OF THE SSA

1. Upon completion of the Form I-9 by the employee and the Employer, and provided the Employer complies with the requirements of this MOU, SSA agrees to provide the Employer with available information that allows the Employer to confirm the accuracy of Social Security Numbers provided by all newly hired employees and the employment authorization of U.S. citizens.
2. The 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. The 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. The 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 the 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).
4. SSA agrees to establish a means of automated verification that is designed (in conjunction with DHS's automated system if necessary) to provide confirmation or tentative nonconfirmation of U.S. citizens' employment eligibility and accuracy of SSA records for both citizens and aliens within 3 Federal Government work days of the initial inquiry.
5. SSA agrees to establish a means of secondary verification (including updating SSA records as may be necessary) for employees who contest SSA tentative nonconfirmations that is designed to provide final confirmation or nonconfirmation of U.S. citizens' employment

Company ID Number: 142617

The foregoing constitutes the full agreement on this subject between the SSA, DHS, and the Employer.

The individuals whose signatures appear below represent that they are authorized to enter into this MOU on behalf of the Employer and DHS respectively.

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 Operations at 888-464-4218.

Employer Vance Brothers, Inc.

John Yeldell

Name (Please type or print)

Title

Electronically Signed

08/06/2008

Signature

Date

Department of Homeland Security – Verification Division

USCIS Verification Division

Name (Please type or print)

Title

Electronically Signed

08/06/2008

Signature

Date



CITY OF OSAGE BEACH
 1000 City Parkway
 Osage Beach, MO 65065
 Phone: 573/302-2000
 FAX: 573/302-0528
 Web Site: www.osagebeach.org



2026 CONTRACTOR LICENSE

Owner/Applicant: TIMOTHY VANCE
License Type: GENERAL CONTRACTOR
Name of Business: VANCE BROTHERS, INC.
Mailing Address: PO BOX 300107
 KANSAS CITY MO 64130-0107

LICENSE NUMBER: 02970
ISSUE DATE: 1/01/2026
EXPIRATION DATE: 12/31/2026

Mayor

City Clerk

The person, firm, or corporation named herein is granted this license pursuant to the provisions of the City Business License Ordinance to engage in, carry on or conduct the business, trade, calling, profession, exhibition or occupation described above. Issuance of the license is not an endorsement, nor certification of compliance with other Ordinances or laws. This license may be revoked at any time by the Mayor or Board of Aldermen for violations of Federal, State, or Municipal laws. Notify this office at once of any change in location, name or ownership, which would render this license invalid.

City of Osage Beach
Microsurface Maintenance OB-08-26

Subcontractor and Supplier List

Subcontractors

No subcontractors are expected to be needed for this project.

Suppliers

Emulsion – Vance Brothers, LLC

Microsurfacing Aggregate – Capital Quarries

Scrub Seal Aggregate – Buildex

Portland Cement – Ash Grove



ADDENDUM NO. 1

OB-08-26 Pavement Management Micro-Surface Maintenance

The Project Manual is hereby amended as described herein in accordance with Paragraph 3.4 Amending and Supplementing Contract Documents of General Conditions of the contract.

The Bid Opening Date Change will be May 11th 2026 at 2:00 pm

CHANGES AND/OR ADDITIONS TO THE CONTRACT DOCUMENTS

DESCRIPTION OF WORK

2026 Bid Form Unit Rate Price Schedule

1. Remove Camden County quantities of HIR (79,727sq. yds) and Overlay (3,390 ton).
2. Section 3 Unit Price Milling, paragraph Incidental Milling, 2nd sentence added the following description. "All paved roads and driveways need to be depth transition milled."
3. Bids turned in and bid opening May 11, 2:30PM.
4. Add Swiss Village Rd to scope of Miro-Surfacing. Additional 1,511 SqYds



ADDENDUM NO. 2

OB-08-26 Pavement Management Micro-Surface Maintenance

The Project Manual is hereby amended as described herein in accordance with Paragraph 3.4 Amending and Supplementing Contract Documents of General Conditions of the contract.

The Bid Opening will be May 11th 2026.

CHANGES AND/OR ADDITIONS TO THE CONTRACT DOCUMENTS

DESCRIPTION OF WORK

2026 Bid Form Unit Rate Price Schedule

Previous Amendments

1. Remove Camden County quantities of HIR (79,727sq. yds) and Overlay (3,390 ton).
2. Section 3 Unit Price Milling, paragraph Incidental Milling, 2nd sentence added the following description. "All paved roads and driveways need to be depth transition milled."
3. Bids turned in and bid opening May 11, 2:30PM.
4. Add Swiss Village Rd to scope of Miro-Surfacing. Additional 1,511 SqYds

Additional Amendments

1. Remove Wilson Rd (4,800 sq yds) from Micro-Surfacing
2. Add Wilson Rd (4,800 Sq Yds) to Chip Seal quantities.
3. Remove Lions rd from Chip Seal, leave quantity, street to be determined.

CITY OF OSAGE BEACH

PROJECT MANUAL

Pavement Management

Micro-Surface Maintenance

OB-08-26



**CITY OF OSAGE BEACH
1000 CITY PARKWAY
OSAGE BEACH, MO 65065
TELEPHONE (573) 302-2000**

**Colten Wright/Project Manager
5757 Chapel Drive
Osage Beach, MO 65065
Telephone 573-302-3000 extension 1062**

May 11, 2:30PM

ADVERTISEMENT FOR BIDS

The City of Osage Beach is soliciting sealed bids for Micro-Surface Maintenance OB-08-26. Sealed bids will be accepted at the office of the City Clerk, City Hall, 1000 City Parkway, Osage Beach, Missouri, 65065 until May 4, 2026, at 2:30 pm. Please indicate on the outside of the envelope the following: SEALED BID: Micro-Surface Maintenance OB-08-26.

Plans and specifications are on file for review at the City Hall 1000 City Parkway, Osage Beach, Missouri 65065. Copies of the Bidding Documents may be obtained from the office of the City Engineer upon payment of a non-refundable sum of **\$50 (Fifty Dollars)** for each complete set. An additional charge will be assessed for shipping of bidding documents.

Bids must be submitted on the Bid Forms provided in the bound Bidding Documents Package and be accompanied by the bidder's certified check or bid bond in the amount of five percent (5%) of the total bid. A performance bond will be required of the successful bidder. The successful bidder will also be required to obtain a contractor's license and submit a certificate of insurance for workers' compensation.

No bidder may withdraw his bid within 60 days after the actual date of the opening thereof.

Any Bidder or equipment supplier whose firm or affiliate is listed on the General Services Administration (GSA) publication entitled "Lists of Parties Excluded from Federal Procurement or Non-procurement Programs" will be prohibited from the bidding process. Anyone submitting a bid who is so listed will be determined to be a non-responsive Bidder in accordance with 40 CFR 31. Bidders on this work will be required to comply with the President's Executive Order No. 11246 in regard to non-discrimination in employment.

Enrollment in Federal Work Authorization program

Bidders are informed that pursuant to Section 285.530, RSMo, as a condition of the award of any contract in excess of five thousand dollars (\$5,000.00), the successful bidder shall, by sworn affidavit and provision of documentation, affirm its enrollment and participation in a federal work authorization program with respect to the employees working in connection to the contracted services. Successful bidders shall also sign an affidavit affirming that it does not knowingly employ any person who is an unauthorized alien in connection to the contracted services.

Safety training

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

Authorized employees

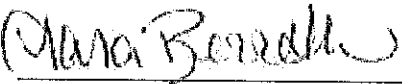
Contractor acknowledges that Section 285.530 RSMo, prohibits any business entity or employer from knowingly employing, hiring for employment, or continuing to employ an unauthorized alien to perform work within the state of Missouri. Contractor therefore covenants that it is not knowingly in violation of subsection 1 of Section 285.530 RSMo, and that it will not knowingly employ, hire for employment, or

continue to employ any unauthorized aliens to perform work on the Project, and that its employees are lawfully eligible to work in the United States.

The City reserves the right to reject any and all bids, to waive informalities or irregularities, and to determine the lowest responsive and responsible bidder, and to award the contract on that basis. All Bidders must agree that such rejection shall be without liability on the part of the City for any damage or claim brought by any Bidder because of such rejection, nor shall the Bidder seek any recourse of any kind against the City because of such rejection. The filing of any Bid in response to this invitation shall constitute an agreement of the Bidder to these conditions.

All disputes under this contract and any litigation resulting under this contract shall be filed, tried, remain and be ultimately resolved in the Circuit Court of Camden or Miller County on any appeal therefrom within the courts of the State of Missouri. The contractor hereby knowingly, intelligently and voluntarily agrees and waives any and all removal rights to federal court or the right to litigate the claim or any part thereof in courts of any other state for any reason.

City of Osage Beach
A Municipal Corporation

By: 

Tara Berreth, City Clerk

CITY OF OSAGE BEACH
BIDDING OFFICER'S CHECK LIST
FOR OFFICIAL USE ONLY

1. Bid package envelope properly marked.
 - a. Bidder's company name and address _____
 - b. Bidder's telephone number _____
 - c. Project title as appears on the Contract Agreement _____
 - d. Clearly labeled: "SEALED BID ENVELOPE ENCLOSED" _____

If the Bid is sent through mail or other delivery system
 2. Bid Form
 - a. Form completed in ink or typed _____
 - b. All blanks correctly filled or answered _____
 - c. Any corrections properly executed and initialed _____
 3. Receipt of Addendums Acknowledged
 - a. Number of Addenda and date received recorded _____
 4. Satisfactory evidence of authority of person signing the Bid Form
 - a. Individuals – Power of Attorney Attached _____
 - b. Partnerships – Attested by Secretary of the Partnership _____
 - c. Corporation – Attested by Secretary or Assistant Secretary of the Corporation _____
 - d. Business address, Partnership Address and location, Corporate address and state shown _____
 - e. Typed or printed names of signers below signatures _____
 5. Bid Bond and Power of Attorney enclosed _____
 6. List of Subcontractors included _____
 7. List of Manufactures and suppliers (if required) _____
 8. Bidder's Qualifications _____
 9. EEO Certification for prime and subcontractors _____
 10. Certificate of the Principle (Bidder) _____
 11. Other Certifications or Affidavit as required _____
-

Note: Failure to fully or correctly execute the bidding documents may be considered sufficient basis to disqualify the bid.

DESCRIPTION OF WORK

The Project consists of micro-surfacing, cape sealing and striping inside the city of Osage Beach. Other Public Entities have placed quantities and descriptions of areas they intend to improve in the coming fiscal year. Times for the projects are to be coordinated directly with the Public Entities. The City of Osage Beach will not start work until late summer.

The city reserves the right to add or delete portions of the work to meet budgetary requirements. All work shall be performed under a single contract.

END

2026 Bid Form Unit Rate Price Schedule

Contractor Name:

Work in the following table performed by the Contractor

ITEM	DESCRIPTION	UNIT	QUANTITY	UNIT PRICE	Total
1	2-in. Asphalt Overlay BP1/BP2	TONS		No Bid	
2	Asphalt Milling	SQ YDS	1	\$5.00	\$5.00
3	Micro-Surfacing Aggregate: ISSA Type 2 local limestone applied at 22-24lbs of dry aggregate per SQYD Machine: Continuous run self-loading paver with a variable width spreader box Emulsion: CSS-1HM Guidelines: ISSA A143 microsurfacing	SQ YDS	186,234.56 Add 1,511	\$3.98	\$747,227.33
4			1		
5	Chip Seal MODOT Chip Seal specification using the A-1 aggregate MODOT scrub seal specification	SQ YDS	25,000 Quantity expected based off list of streets.	\$3.47	\$86,750.00
6	Restriping	LF		No Bid	
7	Hot In Place Recycle	SQ Yds		No Bid	
8	Overlay	SQ Yds		No Bid	
9	Cape Seal	SQ Yds	104,955	\$6.64	\$696,901.20
				Total Base Bid:	\$1,530,883.53

Notes:

1. All quantities are estimated and may be increases or decreased on final budget adoption in December, 2025. All quantities will be taken from field measurements of installed work based upon the dimensions identified in the itemized list of roadways.

2. Contractor may bid on any or all items.
3. This is a cooperative bid among cities and counties in the lake of the Ozarks area and may be used cooperatively by any local governmental entity in the State of Missouri, but each must enter into separate contracts as per RSMO Section 70.220.
4. **Osage Beach will likely not start work until late summer to allow utilities time to do work in advance.**

Itemized List of Roadways per City or County

Osage Beach

Mill & Overlay: Antioch Road: Start at the Junction of start road 42 and end where Asphalt end and gravel starts. Robbins Circle: Start at the junction of Passover, Robbins, and end where white lines stop(fog lines). Shorewood Circle: Start at the Junction of Passover Shorewood Ending where it meets Robins Circle. Swiss Village Road: Start at Burton Duenke Lane and end where pavement ends. Short Street: Starts at the intersection of Short Street and Shorewood Cir. and ends at the intersection of Robins Cir. Starting at Coleman to jst passed Wordmark where pavement ends on Passover Road 25.76 Cubic yards or 52.16 tons At the end of Mace road 52 cubic yards or 105.3 tons. Orville at the end of Mace and is about 234 feet of Orville.

Total: 975.41 Ton

Overlay: none

Micro Surfacing: Nichols road: start at Parkway intersection and Nichols stop where MODOT right-a-way its about 200 feet from Bridge then start 400 feet north of the bridge where MODOT right-a-way ends then continue Nichols to city maintenance ends

Passover Road, start where MODOT right-a-way ends and end at the intersection of Passover and Robins Cir. Start at the parkway intersection and Passover and end at Intersection of Red Bud Road. ~~Wilson Road: start at the roundabout on Passover and end where pavement ends.~~ Dogwood Lane: start at the intersection of Dude Ranch Road and end were Pavement ends. Apple Blossom Circle: Start at the intersection of Dogwood Lane and end at Applewood intersection. Applewood Circle: Start at the intersection Cherry blossom and end at Apple Blossom. Cherry Blossom: Start at the intersection of Dogwood Lane and end at Dogwood Lane intersection. Peach Blossom Lane: Start at the Intersection of Cherry Blossom Lane and end at the intersection of Dogwood Lane. El Terra: start at where EL Terra starts and Berton Duenke ends and end where pavement ends. Firestation Road: Start at the intersection of Berton Duenke and end where parking lot starts. Burton Duenke Road: start at the round-a-bout and end where El Terra starts. Mayer Road: Start at KK Dr, and end at parking lot. Zebra Road: Start at the intersection of city parkway and end at City Parkway. City Hall Parking Lot. **Swiss Village Road**

Total: 166,999.56 Sq Yds

Leave quantity, street to be determined

Chip Seal: Double Chip Seal Lions Road (gravel cul-de-sac); Airport Road, **Wilson Rd: start at the roundabout on Passover and end where pavement ends.**

Lake Ozark Road Improvements

Mill & Overlay: 2" Mill / Fill Henderson Rd approximately 900 Sq Yds / Tons, 2" Mill / Fill Hidden Acres Ct. approximately 1700 Sq Yds / 190 Tons

Overlay: NONE

Micro Surfacing: Woodriver Rd. / Sanders Rd. / Isleworth Rd. / Isleworth Ct, Cherry Hill Ct. (approximately 12,000 Sq Yds Total)

Chip Seal: NONE

Restripe Roadways: Bagnell Dam Blvd from City Limits near dam to MM overpass / Osage Hills Rd. / Osage River Bridge Rd. / Welsh Rd

Cape Seal: Old 54 From City Limits down to the State Maintenance line at Hwy 242 Approximately 45,000 Sq Yds

Camden County

Micro-Surface: Swaying Oak Drive 7,235 sq. yd.

Cape Seal: Arrowridge Drive 16,170 sq. yd., Arrowridge Lane 8,495 sq. yd., Hollow Tree 4,670 sq. yd., Grand View Drive 30,620 sq. yd.

~~**HIR:** Friar Tuck Drive 13,473 sq. yd., Robin Hood Lane 24,467 sq. yd., Iron Town 41,767 sq. yd.~~

~~**Overlay:** Big Island 3,390 tons~~

Job Special Provisions

1. **Property and Driveway Access**

Access to existing driveways and properties shall be maintained at all times. Any temporary grading, gravel surfacing or other provisions required to maintain access to property will be at contractor's expense.

All cost associated with maintaining access as noted above shall be considered incidental to the Work and shall be included in the contract prices of other items as listed in the Bid Form.

2. **Temporary Traffic Control**

The Contractor shall be responsible for all traffic control necessary to complete Work. At a minimum the contractor shall close the road to through traffic during construction. All traffic control shall adhere to the requirements set forth in the current edition of the Manual on Uniform Traffic Control Devices.

The contractor will be required at the time of the preconstruction conference to provide a schedule regarding the proposed location, length and approximate timing of temporary traffic control activities or lane closures for construction activities. The contractor shall be responsible for providing notice to the owner a minimum of five (5) business days prior to commencing any traffic control activities or lane closures.

The Traffic control devices shall be properly maintained and/or operated during the time of construction and/or when special conditions exist on the project. Any traffic control device not in use shall be covered, removed or turned away from view of on-coming traffic.

Owner reserves the right to make adjustments in traffic handling requirements, which may become necessary after construction on the project has started. Notice of such change will be transmitted to the contractor and it will be his responsibility to make the necessary changes as soon as practicable.

All cost associated with Temporary Traffic Control shall be considered incidental to the work and shall be included in the contract prices of other items as listed in the Bid Form.

3. Unit Price Milling

Pavement milling as identified in the Bid Form may be required in preparation for the Asphalt Overlay Work. This milling work will be coordinated, inspected and approved by the respective entity's superintendent or a designated representative. Milling will remain the property of each owner and hauled to the respective storage sites of each entity.

Incidental Milling

Asphalt overlay work and other surface sealing must provide a smooth transition for the traveling public when all work is complete and provide for a structurally sound joint. It will be the responsibility of the contractor to mill at any transitional joints, rigid driveways, utility connections, curbs, ect. This work shall be considered incidental to the work and shall be included in the contract prices of line items as listed in the Bid Form. Incidental milling spoil piles must be removed from right of way prior to placement of asphalt.

All Paved Roads and driveways need to be depth transition milled

Surfacing

Asphalt Overlay

1. The asphalt material supplied by the contractor for this project shall be in compliance with KDOT SR-12.5A Commercial Specification, unless otherwise noted in the quantities table.
2. Transportation and Installation of the material shall be in conformance with KC-APWA, Section 2205.5 thru 2205.10.
3. A tack coat shall be required prior to placing asphalt overlays in conformance with KC-APWA, section 2204.
4. All cost associated with the tack coat shall be considered incidental to the work and shall be included in the contract prices of other items as listed in the Bid Form.
5. The finished product shall be measured after compaction as specified in List of Roadways. Deviations from these depths must be approved by the owner prior to placement.

Micro-Surfacing and Improved Micro-Surfacing

1. Work Shall adhere to the requirements set forth in Section 413 "Micro-Surfacing" of the current edition for the Missouri Standard Specifications for Highway Construction.
2. All loose material placed by the contractor, shall be removed and disposed of by the contractor, as a time directed by the owner.
3. Improved Micro-Surfacing aggregate shall contain a 50-50 blend of limestone and RAP and laid at the finished rate of 25 to 27 pounds/square yard.

Chip and Seal

1. Work shall adhere to the requirements set forth in Section 409 "Seal Coat" of the current edition of the Missouri Standard Specifications for Highway Construction.
2. The aggregate used for Chip Sealing shall be Missouri Traprock (as defined by the Missouri Department of Natural Resources <http://dnr.mo.gov/geology/geosrv/imac/traprock.htm>). Aggregate size will be approximately 3/8". The material will be free and clean of cemented, conglomerated or detrimental material.
3. The asphalt binder shall be an approved Polymer Modified Emulsion in accordance with Section 1015.20.5.1 of the current edition of the MoDOT Standard Specifications for Highway Construction. Any change in material due to weather or specific conditions must be preapproved by county.

4. All cost associated with the tack/prime coat of gravel base shall be considered incidental to the work and shall be included in the contract prices of other items as listed in the Bid Form.
5. All loose material placed by the Contactor, shall be removed and disposed of by the contractor, at a time directed by the owner.

Sealing of Asphalt Millings Roadways

1. Work for the sealing process shall adhere to the requirements set forth in Section 408 "Prime Coat" of the current edition of the Missouri Standard Specifications for Highway Construction.
2. The asphaltic base shall be either MC 30 or MC3000 in accordance with section 1015.20.4 of the current edition of the MoDOT Standard Specifications For Highway Construction. Any change in material due to weather or specific site conditions must be pre-approved by owner.
3. Based on the current asphalt millings condition, the application rate of these bindings/sealing materials shall be at a minimum rate of 0.3 gallons/square yard. The bidders shall review each road and determine the aforementioned rate of application is sufficient and based solely on their judgement increase the rate of application in order to properly bind/seal the existing asphalt millings. Any incremental increases in binding/sealing material, labor etc. shall be considered incidental to the work and shall be included in the contract prices of other items as listed in the Bid Form.
4. All miscellaneous costs associated with the prime cost of asphalt millings aggregate base shall be considered incidental to the work and shall be included in the contract prices of other items as listed in the Bid Form.

Cooperative Purchasing Authorization

Section 70.220 Missouri Revised Statutes authorizes political subdivisions such as Osage Beach to procure services through joint purchasing agreements cooperatively with other political subdivisions of the state.

The Osage Beach Public Works department desires to offer this bid and contract to other Missouri political subdivisions through the cooperative purchasing provision as allowed by statute. The successful bidder may enter into a Memorandum of Understanding with other agencies, municipalities, ect., to provide pavement surfacing services.

This is optional and not required. Osage Beach will not make any determination for bid award based upon bidder's choice to accept or decline this cooperative contract opportunity.

Bidders should please mark and sign the following statement:

Vance Brothers, LLC (Company Name), chooses to offer this bid and subsequent contract to other political subdivisions of the State of Missouri in accordance with RSMO 70.220.

Accept

Decline

Shawn Brost Signature

Vice President Title

5/8/26 Date

VANCE BROTHERS, LLC
CORPORATE SEAL
MISSOURI

BID FORM

To: Honorable Mayor and Board of Aldermen
City of Osage Beach, Missouri

Gentlemen:

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

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

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

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

No. One Dated Downloaded 5/1/26
No. Two Dated Downloaded 5/8/26

Bidder agrees, if the bid is accepted, to perform all the work described in the Project Manual including all Addenda, for the following prices.

TOTAL BID In writing: One million five hundred thirty thousand eight hundred eighty-three dollars and fifty-three cents.

It is mutually understood and agreed by and between the parties of this Contract, in signing the Agreement thereof, that time is of the essence in this Contract. In the event that the Contractor shall fail in the performance of the Work specified and required to be performed within the period of time stipulated therefore in the Agreement binding said parties, after due allowance for any extension of time which may be granted under provisions of the General Conditions, the Contractor shall pay unto the Owner, as stipulated, liquidated damages and not as a penalty, the sum stipulated therefore in the Contract Agreement for each and every consecutive calendar day that the Contractor shall be in default.

In case of joint responsibility for any delay in the final completion of the Work covered by the Agreement; where two or more separate Agreements are in force at the same time and cover work on the same project and at the same site, the total amount of liquidated damages assessed against all contractors under such Agreement for any one day of delay in the final completion of the Work will not be greater than the approximate total of the damages sustained by the Owner by reason of such delay in completion of the Work, and the amount assessed against any Contractor for such one day of delay will be based upon the individual responsibility of such Contractor for the aforesaid delay as determined by and in the judgment of the Owner.

The Owner shall have the right to deduct said liquidated damages from any moneys in its hands, otherwise due or to become due to said Contractor, or sue for and recover compensation for damages for nonperformance of the Agreement at the time stipulated herein and provided for.

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

If this Bid is accepted and should Bidder for any reason fail to sign the Agreement within fifteen (15) consecutive calendar days as above stipulated, the Bid Security which has been made this day with the Owner shall, at the option of the Owner, be retained by the Owner as liquidated damage for the delay and expense caused the Owner; but otherwise, it shall be returned to the undersigned in accordance with the provisions set forth on page IB-5, paragraph 6.0 Bid Security.

Dated at Kansas City, MO this 8th day of May, 2026.

LICENSE or CERTIFICATE NUMBER, if applicable 02970

FILL IN THE APPROPRIATE SIGNATURE AND INFORMATION BELOW:

IF AN INDIVIDUAL: _____

Signature and Title

Typed or Printed Name

Doing Business As _____

Name of Firm
Business Address of Bidder: _____

Telephone No. _____

.....
IF A PARTNERSHIP: _____

Name of Partnership _____

Member of Firm (Signature)

Member of Firm (Typed or Printed)

Business Address of Bidder: _____

Telephone No. _____

.....

IF A CORPORATION: Vance Brothers, LLC

Name of Corporation

By [Signature] Vice President

Signature & Title



Shawn Brost

Typed or Printed Name

ATTEST: [Signature] (CORPORATE SEAL)

Secretary or Assistant Secretary Signature Arthur Sewell

Arthur Sewell

Typed or Printed Name

Business Address of Bidder: 5201 Brighton Ave

Kansas City, MO 64130

Telephone No. 816-923-4325

If Bidder is a Corporation, supply the following information:

State in which Incorporated: Missouri

Name and Address of its: President Adrian Johnson

5201 Brighton Ave., Kansas City, MO 64130

Secretary Arthur Sewell

5201 Brighton Ave., Kansas City, MO 64130

BIDDER'S QUALIFICATIONS AND SUBCONTRACTING

To evaluate the bidders' qualifications for acceptance of this project, the Owner requests the following:

a. Previous Experience (Projects of similar construction detail)

<u>Location</u>	<u>Year</u>	<u>Type & Size</u>	<u>Approximate Bid</u>
City of Osage Beach, MO	2025	Cape Seal / ~180,000 SY	\$ 1.4 million
City of Independence, MO	2025	Road Seals / ~295,000 SY	\$ 4 million
City of Lee's Summit, MO	2025	Microsurfacing / ~300,000 SY	\$ 1.7 million
City of Salina, KS	2025	Microsurfacing / ~200,000 SY	\$ 1.1 Million
City of Clinton, MO	2025	Microsurfacing / ~40,000 SY	\$ 160,000
Platte County, MO	2025	Microsurfacing / ~135,000 SY	\$ 600,000
Sebastian County, AR	2025	Cape Seal / 80,000 SY	\$ 600,000

b. List of equipment available for this job.

Bergkamp MIE Microsurfacing Machines, Various Emulsion Tankers,
Dump Trucks of various makes and in new/good condition, broce brooms,
ED Etnyre Distributor, Hypac Rollers, ED Etnyre Chip Spreader and a Greens Groomer Broom.

c. List of subcontractors to be used on this project

<u>(Name)</u>	<u>(Type of Work)</u>
<u>No Subs</u>	

This report is an integral part of the proposal.

Dated May 8th, 2026
 By [Signature] Shawn Brost
 Title Vice President



CERTIFICATION OF BIDDER REGARDING
EQUAL EMPLOYMENT OPPORTUNITY

In accordance with Executive Order 11246 (30 F.R. 12319-25), the implementing rules and regulations thereof, and orders of the Secretary of Labor, a Certification regarding equal Opportunity is required of bidder or prospective contractors and their proposed subcontractors prior to the award of contracts or subcontractors.

CERTIFICATION OF BIDDER

Bidder's Name Vance Brothers, LLC

Address 5201 Brighton Ave., Kansas City, MO 64130

Internal Revenue Service Employer Identification Number 44-0577983

1. Participation in a previous contract or subcontract

- a. Bidder has participated in a previous contract or subcontract to the Equal Opportunity Clause Yes No

- b. Compliance reports were required to be filed in connection with such contract or subcontract Yes No

- c. Bidder has filed all compliance reports due under applicable instructions, including SF-100. Yes No

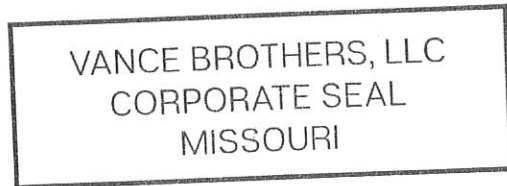
- d. Have you ever been or are you being considered for sanction due to violation of executive order 11246 as amended. Yes No

2. Dollar amount of bid \$ 1,530,883.53.
3. Anticipated performance period 30 days.
4. Expected total number of employees who will perform the proposed construction 30-40 Total.
5. Non segregated facilities
 - a. Notice to Prospective Federally Assisted Construction Contractors
 - (1) A Certification of Non segregated Facilities, as required by the May 9, 1967, order (32 F.R. 7439, May 19, 1967) on Elimination of Segregated Facilities, by the Secretary of Labor, must be submitted to the recipient prior to the award of a federally-assisted construction contract exceeding \$10,000.00 which is not exempt from the provisions of the Equal Opportunity Clause.
 - (2) Contractors receiving federally-assisted construction contract awards exceeding \$10,000.00 which are not exempt from the provisions of the Equal Opportunity clause will be required to provide for the forwarding of the following notice to prospective subcontractors for supplies and construction contracts where the subcontractors exceed \$10,000 00 and are not exempt from the provisions of the Equal Opportunity Clause;
 - b. Notice to Prospective Subcontractors of Requirement for Certification of Non segregated Facilities
 - (1) A Certification of Non segregated Facilities, as required by the May 9, 1967, order (32 F.R. 7439), May 10, 1967) on Elimination of Segregated Facilities, by the Secretary of Labor, must be submitted prior to the award of a subcontract exceeding \$10,000.00 which is not exempt from the provisions of the Equal Opportunity Clause.
 - (2) Contractors receiving subcontract awards exceeding \$10,000.00 which are not exempt from the provisions of the Equal Opportunity clause will be required to provide for the forwarding of this notice to prospective subcontractors for supplies and construction contracts where the subcontracts exceed \$10,000.00 and are not exempt from the provisions of the Equal Opportunity Clause.
 - c. Certification of Non segregated Facilities

The federally-assisted construction contractor certifies that he does not maintain or provide for his employee any segregated facilities at any of his establishments, and that he does not permit his employees to perform their services at any location, under his control, where segregated facilities are maintained. The federally-assisted construction contractor certifies further that he will not maintain or provide for his employees any segregated facilities at any of his establishments, and that he will not permit his employees to perform their services at any location under his control, where segregated facilities are maintained. The federally-assisted construction contractor agrees that a breach of this certification if a violation of the Equal Opportunity Clause in this contract. As used in this certification, the term "segregated facility" means any waiting room, work

areas, rest rooms, and other storage or dressing areas, parking lots, drinking fountains, recreation or entertainment areas, transportation and housing facilities provided for employees which are segregated by explicit directive or are in fact segregated on the basis of race, color, creed, or national origin, because of habit, location custom, or otherwise. The federally-assisted construction contractor agrees that (except where he has obtained identical certifications from proposed subcontractors for specific time periods) he will obtain identical certifications in duplicate from proposed subcontractors prior to the award of subcontractors exceeding \$10,000.00 which are not exempt from the provision of the Equal Opportunity Clause, and that he will retain the duplicate of such certifications in his files. The contractor will include the original in his Bid Package.

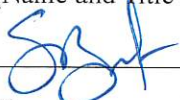
REMARKS:



CERTIFICATION - The information above is true and complete to the best of my knowledge and belief.

Shawn Brost, Vice President

(Name and Title of Signer - type written)


Signature

5/8/26
(Date)

NOTE: The penalty for making false statements in offers is prescribed in 18 U.S.C. 1001.

**CERTIFICATION BY PROPOSED SUBCONTRACTOR REGARDING
EQUAL EMPLOYMENT OPPORTUNITY**

Vance Brothers, LLC

Name of Prime Contractor

GENERAL

In accordance with Executive Order 11246 (30 F.R. 12319-25), the implementing rules and regulations thereof, and orders of the Secretary of Labor, a Certification regarding Equal Opportunity is required of bidder or prospective contractors and their proposed subcontractors prior to the award of contracts or subcontracts.

SUBCONTRACTORS CERTIFICATION

Subcontractor's Name No Subcontractors Will Be Used

Address _____

Internal Revenue Service Employer Identification Number _____

1. Participation in a previous contract or subcontract
 - a. Bidder has participated in a previous contract or subcontract to the Equal Opportunity Clause Yes No.
 - b. Compliance reports were required to be filed in connection with such contract or subcontract Yes No.
 - c. Subcontractor as filed all compliance reports required by Executive Orders 10925, 11114, 11246 or by regulations of the Equal Employment Opportunity Commission issued pursuant to Title VII of the Civil Rights Act of 1964? Yes No.
 - d. If answer to item c is "No" please explain in detail on reverse side of this certification.

e. Have you ever been or are you being considered for sanction due to violation of executive order 11246 as amended. _____ Yes _____ No

2. Dollar amount of proposed subcontract \$ _____.

3. Anticipated performance period _____.

4. Expected total number of employees who will perform the proposed subcontract _____.

5. Non segregated Facilities

a. Notice to Prospective Contractors of Requirement for Certification of Non segregated Facilities

(1) A Certification of Non segregated Facilities, as required by the May 9, 1967, order (32 F.R. 7439, May 19, 1967) on Elimination of Segregated Facilities, by the Secretary of Labor, must be submitted to the contractor prior to the award of a subcontract exceeding \$10,000.00 and are not exempt from the provisions of the Equal Opportunity Clause.

(2) Contractors receiving subcontract awards exceeding \$10,000.00 which are not exempt from the provisions of the Equal Opportunity Clause will be required to provide for the forwarding of this notice to prospective subcontractors for supplies and construction contracts where the subcontractors exceed \$10,000.00 and are not exempt from the provisions of the Equal Opportunity Clause.

b. The federally-assisted construction contractor certifies that he does not maintain or provide for his employees any segregated facilities at any of his establishments, and that he does not permit his employees to perform their services at any location, under his control, where segregated facilities are maintained. The federally-assisted construction contractor certifies further that he will not maintain or provide for his employees any segregated facilities at any of his establishments and that he will not permit his employees to perform their services at any location under his control, where segregated facilities are maintained. The federally-assisted construction contractor agrees that a breach of this certification is a violation of the Equal Opportunity Clause in this contract. As used in this certification, the term "segregated facility" means any waiting room, work areas, rest rooms and wash rooms, restaurants and other eating areas, time clocks, locker rooms, and other storage or dressing areas, parking lots, drinking fountains, recreation or entertainment areas,

transportation and housing facilities provided for employees which are segregated by explicit directive or are in fact segregated on the basis of race, color, creed, or national origin, because of habit, location custom, or otherwise. The federally-assisted construction contractor agrees that (except where he has obtained identical certifications from proposed subcontractors for specific time periods) he will obtain identical certifications in duplicate from proposed subcontractors prior to the award of subcontracts exceeding \$10,000.00 which are not exempt from the provisions of the Equal Opportunity Clause, and that he will retain the duplicate of such certifications in his files. The contractor will include the original in his Bid Package.

REMARKS:

CERTIFICATION - The information above is true and complete to the best of my knowledge and belief.

(Name and Title of Signer - type written)

Signature

(Date)

NOTE: The penalty for making false statements in offers is prescribed in 18 U.S.C. 1001.

CERTIFICATE OF PRINCIPAL

(BIDDER)

I, Adrian Johnson, certify that I am President of
(Name of person signing certificate) (Title of person signing Certificate)

Vance Brothers, LLC and Shawn Brost
(Company Name) (Name of Person Signing Bid Bond)

was then Vice President of the Bidder and has the authority to sign the Bid Bond.
(Title of person signing Bid Bond)

The Bid Bond was duly signed, sealed, and attested for and on behalf of the Bidder by authority of its governing body.



Signed by the Authorized Officer or manager of the Bidder

Vance Brothers, LLC

Name of the Bidding Entity

(Corporate Seal)

VANCE BROTHERS, LLC
CORPORATE SEAL
MISSOURI

VERIFICATION

(BIDDER)

STATE OF Missouri)
) SS
COUNTY OF Jackson)

Before me, a Notary Public duly commissioned, qualified and acting, personally appeared (enter name of person who signed the Bid Bond on behalf of the Bidder), Shawn Brost

to me well known to be the person described in and who signed the Bid Bond, who being by me first duly sworn upon oath, says that he/she is the attorney-in-fact for (enter name of bidding entity) Vance Brothers, LLC and has the authority to execute the attached Bid Bond on behalf of the named Bidder in favor of the **CITY OF OSAGE BEACH, MISSOURI.**

Subscribed and sworn before me on this 8th day of May, 2026.

Notary Public Jennifer Segura

JENNIFER SEGURA
NOTARY PUBLIC - NOTARY SEAL
STATE OF MISSOURI
MY COMMISSION EXPIRES JUNE 2, 2027
JACKSON COUNTY
COMMISSION #15635891

My Commission Expires: June 2, 2027, 2027.

VANCE BROTHERS, LLC
CORPORATE SEAL
MISSOURI

INSTRUCTION TO BIDDERS

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INSTRUCTIONS TO BIDDERS

1.0 DEFINED TERMS

- 1.1 Terms used in these Instructions to Bidders (or pronouns in place of terms) which are defined in the Contract Documents have the intent and meanings assigned to them in the Contract Documents.
- 1.2 Other terms (or pronouns in place of terms) used in the Bidding Documents and not defined elsewhere have the following intent and meanings which are applicable to both the singular and plural thereof:

Addenda - Written or graphic instruments issued prior to the date for opening of Bids which may interpret or modify the Bidding Documents by additions, deletions, clarifications, or corrections.

Bid - The written offer of the Bidder, or the forms furnished within the Bidding Documents, for the Work proposed.

Bidder - The individual, partnership, or corporation, or combination thereof, acting directly or through an authorized representative, formally submitting a Bid directly to City of Osage Beach, as distinct from a Sub-Bidder, who submits a Bid to a Bidder.

Bidding Documents Package - The Bidding Documents Package contains: Official Use Check List, Advertisement for Bids, Description of the Work, Bid Form, Bidder's Qualifications, Equal Opportunity Certification, and the Bid Bond.

Bidding Documents - The Bidding Documents contain the Bidding Documents Package, the Project Manual, a set of the Contract Drawings and any addenda issued prior to the distribution of Bidding Document.

City - Generally to mean the City of Osage Beach city government or agents thereof.

Contract Drawings - The official working drawings for the project issued as a part of the contract documents.

Engineer - Either the City of Osage Beach Engineering Department, or an Architectural/Engineering Firm employed by the City as an agent to accomplish the project design, tests, or studies.

Owner - Generally the City of Osage Beach or its authorized agents.

Project Manual - The Project Manual provides all the bidding documents, certifications, forms, general specifications and technical specifications. The project manual contains all required documents including: Advertisement for Bids, Description of the Work, Instructions to Bidders, Bid Form, Bidder's Qualifications, Equal Opportunity Certification, Bid Bond, the Agreement Form, Performance and Payment Bond Forms, certificates, General Conditions, Supplementary Conditions, General Requirements, and Technical Specifications.

Qualification Submittals - Data pertaining to a Bidders' qualifications, which shall be submitted as, set forth in Article 3 of these Instructions to Bidders.

Successful Bidder - The lowest, qualified, responsible and responsive Bidder to whom Owner (on the basis of Owner's evaluation as hereinafter provided) makes an award.

Total Bid Price - The total amount listed on the Bid Form representing Bidder's Total Bid Price.

2.0 COPIES OF BIDDING DOCUMENTS

- 2.1 Complete sets of the Bidding Documents may be obtained as set forth in the Advertisement for Bids. The Bidding Documents shall contain the Bidding Documents Package, the Project Manual, a set of the Contract Drawings and any addenda issued prior to the distribution of Bidding Document packages. All other addenda will be sent under separate cover. It shall be the responsibility of the Bidder to assure that they have received all Addenda.
- 2.2 The Project Manual and the Contract Drawings shall be used in preparing Bids; the City of Osage Beach does not assume any responsibility for errors or misinterpretations resulting from the use of incomplete sets of the Contract Drawings or the Project Manual.
- 2.3 The City of Osage Beach in making copies of Bidding Documents Package available on the above terms do so only for the purpose of obtaining Bids on the Work and do not confer license or grant for any other use.
- 2.4 The copy of Bidding Documents shall be filed with each Bid and shall be complete. It shall be the responsibility of the Bidder to assure that they have received all Addenda.

3.0 QUALIFICATIONS OF BIDDERS

- 3.1 Bidders may be required to submit satisfactory evidence that they have a practical knowledge of the particular work bid upon and that they have the necessary financial resources to complete the proposed Work. Bidders may also be required to submit satisfactory evidence that they have available or can obtain the required material in sufficient time to perform the Work before the proposed completion date.
- 3.2 In determining the lowest responsible Bid, the following elements will be considered: Whether the Bidder involved (a) maintains a permanent place of business; (b) has adequate plant and equipment to do the Work properly and expeditiously; (c) has suitable financial status to meet obligations incidental to the Work; (d) has appropriate technical experience; (e) has materials available; and (f) has competent subcontractors, material and equipment manufacturers.
- 3.3 Each Bidder may be required to show that former Work performed by him has been handled in such manner that there are no just or proper claims pending against such Work. No Bidder will be acceptable if he is engaged on any other Work which impairs his ability to finance this Work or provide equipment for the proper execution of same. Each Bidder shall demonstrate his ability by meeting all requirements herein stipulated if asked for them.

- 3.4 If required by State Statutes, then each Bid shall contain evidence that the Bidder is properly qualified to do business in the State and in the county where the Project is located by disclosing that the Bidder and his nominated Subcontractors hold valid licenses and certificates, if applicable, issued by those Public Government Bodies with jurisdiction over the Work. A City of Osage Beach Contractor's License is required.

4.0 EXAMINATION OF CONTRACT DOCUMENTS AND SITE

- 4.1 It is the responsibility of each Bidder, before submitting a Bid, to (a) examine the Bidding Documents Package thoroughly, (b) visit the site to become completely familiar with local conditions that may in any manner affect cost, schedule, progress, performance or furnishing of the Work, (c) familiarize himself with and consider federal, state and local laws, ordinances, rules and regulations that may in any manner affect cost, schedule, progress, performance or furnishing of the Work, (d) study and carefully correlate Bidder's observations with the Bidding Documents, (e) make written requests for interpretation from Engineer as provided for in paragraph 5.1 herein, promptly after discovery of any conflicts, errors, ambiguities or inconsistencies in the Bidding Documents, and (f) if required, submit preliminary qualifications of items of materials and equipment as provided for in paragraph 9.0 herein.

- 4.2 Reference is made to the Supplementary Conditions for identification of:

- 4.2.1 Those reports of investigations and tests of subsurface conditions at the site which have been utilized by Engineer in preparation of the Contract Documents. Bidder may rely upon the accuracy of the technical data contained in such reports but not upon non-technical data, interpretations or opinions contained therein or for the completeness thereof for the purposes of bidding or construction. Engineer assumes no responsibility for the accuracy, reliability or completeness thereof of reports prepared or tests performed by others, unless prepared or performed under a direct agreement with Engineer.

- 4.2.2 Those drawings of physical conditions in or relating to existing surface and subsurface conditions (except Underground Facilities) which are at or contiguous to the site which have been utilized by Engineer in preparation of the Contract Documents. Bidder may rely upon the accuracy of the technical data contained in such drawings but not upon the completeness thereof for the purposes of Bidding or construction. Engineer assumes no responsibility for the accuracy, reliability or completeness thereof of reports prepared or tests performed by others, unless prepared or performed under a direct agreement with Engineer.

- 4.2.3 When such reports and drawings showing a record of the data obtained by the investigations and tests of subsurface conditions at the site are included with the Bidding Documents, or made available to Bidders as set forth in the Advertisement for Bids, it is expressly understood and agreed that those reports and drawings are not part of the Contract Documents, but the technical data contained therein upon which Bidder is entitled to rely as provided in above paragraphs 4.2.1 and 4.2.2 are incorporated therein by reference. Such technical data has been identified and established in the Supplementary

Conditions. And further, it is expressly understood and agreed that their use is subject to all of the conditions and limitations set forth in these Instructions to Bidders and in the Bidding Documents in general.

- 4.3 Information or data reflected in the Bidding Documents with respect to Underground Facilities at or contiguous to the site is based upon information or data furnished to Owner and Engineer by owners of such Underground Facilities or others, and neither Owner nor Engineer assume any responsibility for the accuracy or completeness thereof unless it is expressly provided otherwise in the Supplementary Conditions.
- 4.4 Provisions concerning responsibilities for the adequacy of data furnished to prospective Bidders on subsurface conditions, Underground Facilities and other physical conditions, and possible changes in the Contract Documents due to differing conditions appear in Article 4, paragraphs 4.2 and 4.3 of the General Conditions, as amended or supplemented in the Supplementary Conditions.
- 4.5 It is the responsibility of each Bidder, at Bidder's own expense and with Owner's prior approval, to make or obtain any additional examinations, investigations, explorations, tests and studies and to obtain any additional information and data which pertain to the physical conditions (surface, subsurface and Underground Facilities) at or contiguous to the site or otherwise which may in any manner affect cost, schedule, progress, performance or furnishing of the Work, and which Bidder deems necessary to determine its Bid for performing and furnishing the Work in accordance with all terms and conditions of the Contract Documents.
- 4.6 If requested in writing within a reasonable time in advance of date of Bid opening, Owner will make a reasonable attempt to provide each Bidder access to the site to conduct such investigations and tests as each Bidder deems necessary for submission of a Bid. If access is granted, Bidder shall fill all holes, clean up and restore the site to its former condition upon completion of such investigations and tests.
- 4.7 The lands upon which the Work is to be performed, rights-of-way and easements for access thereto and other lands designated for use by Contractor in performing the Work are identified in the Bidding Documents. All additional lands and access thereto required for temporary construction facilities or storage of materials and equipment are to be provided by Contractor in accordance with the provisions of Articles 4 and 6 of the General Conditions. Easements for permanent structures or permanent changes in existing structures are to be obtained and paid for by Owner unless otherwise provided in the Bidding Documents.
- 4.8 Pursuant to paragraph 4.1 above, it is the responsibility of each Bidder to inform himself of, and the Bidder awarded a Contract shall comply with all federal, state and local laws, ordinances, rules and regulations affecting cost, schedule, progress, performance or furnishing of the Work. This requirement includes but is not limited to applicable regulations concerning minimum wages, nondiscrimination in employment, protection of

public and employee safety and health, environmental protection, fire protection and permits, airport operation and safety requirements, taxes, fees and licensing.

- 4.9 Pursuant to paragraph 4.1 above, it is the responsibility of each Bidder, in the preparation of the Bidder's Bid, to account for all reasonably foreseeable general and local conditions at or contiguous to the site that may in any manner affect cost, schedule, progress, performance or furnishing of the Work. Examples of such conditions include (1) the nature and location of the Work, (2) conditions bearing upon the transportation, disposal, handling and storage of materials, (3) the availability and suitability of labor, materials, water, electric power, telephone, sanitary services, and roads, (4) daily and monthly weather variations, river stages, tides or similar conditions, (5) physical conditions, including the character, quality and quantity of surface and subsurface conditions at the site, such as ground water table variations, and the location, configuration and condition of structures, obstructions and Underground Facilities, (6) the character of equipment and facilities needed preliminary to and during Work performance, (7) conditions bearing upon the maintenance of an interrupted operation of existing services or facilities, and (8) the nature, characteristics and use of adjacent or nearby property insofar as they may restrict construction operations.
- 4.10 The submission of a Bid will constitute an incontrovertible representation by Bidder that Bidder has complied with every requirement of this Article 4, that without exception the Bid is premised upon performing and furnishing the Work required by the Bidding Documents and such means, methods, techniques, sequences or procedures of construction as may be indicated in or required by the Bidding Documents, and that the Bidder considers the Bidding Documents to be sufficient in scope and detail to indicate and convey understanding of all terms and conditions affecting cost, schedule, progress, performance and furnishing of the Work.
- 4.11 Any failure of a Bidder to take the actions described and acknowledged in this Article 4 will not relieve that Bidder from responsibility for estimating properly the difficulty, cost, and schedule for successfully performing the Work, or from proceeding to successfully perform the work without an increase in Contract Price or an extension in Contract Time.
- 4.12 Neither Owner nor Engineer assumes any responsibility for any conclusions or interpretations made by any Bidder based on the information made available by the Bidding Documents. Nor does Owner or Engineer assume any responsibility for any understanding reached or representation made concerning conditions which can affect the cost, schedule, progress, furnishing and performance of the Work prior to execution of the Agreement, unless that understanding or representation is expressly stated in the Bidding Documents.

5.0 INTERPRETATIONS AND ADDENDA

Bidders requiring interpretation or clarification of any conflict, ambiguity, discrepancy, or error, which they may discover upon examination of the Bidding Documents or of the site and local conditions, shall make a written request for interpretation to the Engineer.

- 5.1 All written requests pertaining to questions about the meaning or intent of the Bidding Documents pursuant to paragraphs 4.1 and 5.1 herein received less than ten (10) consecutive calendar days prior to the date for opening of Bids may not be answered
- 5.2 The City of Osage Beach shall be listed as a named insured for all purposes for contract liability insurance purchased under this section.
- 5.3 Any interpretation, clarification, correction, or modification to the Bidding Documents will be binding only if given by written Addenda. Interpretations, clarifications, corrections, or modification made orally or by any other manner will not be binding and shall not be relied upon by Bidders. Addenda will be mailed by certified mail, or appropriate express mail, return receipt requested, to all parties who, according to Engineer's records, have requested or obtained Bidding Documents and have furnished to Engineer an address for such purposes.
- 5.4 Addenda may also be issued to modify the Bidding Documents as deemed advisable by Owner or Engineer.
- 5.5 Prior to submittal of his Bid, each Bidder shall ascertain that he has received all Addenda issued. The Bidder shall acknowledge receipt of Addenda by completing the acknowledgement space provided on the Bid Form.
- 5.6 Each Bidder further agrees that the Bidder's Bid shall be binding on the Bidder regardless of whether or not the Bidder correctly acknowledges all Addenda as required in the Addenda acknowledgement space provided on the Bid Form.

6.0 BID SECURITY

- 6.1 Bid Security shall be made payable without condition to the Owner, in an amount not less than five percent (5%) of the Bidder's Total Bid Price, and in the form of either a certified or bank check upon an incorporated bank or trust company, or a Bid Bond issued by a good and sufficient surety satisfactory to Owner. Owner will accept only surety company or companies authorized to write Bonds of such character and amount under the laws of the state in which the Work is located and are listed in the U.S. Treasury Department Circular 570, meeting the requirements of the General Conditions.
- 6.2 Attorneys-in-Fact who sign Bid Bonds shall file with such Bonds a certified copy of their Power of Attorney to sign Bonds and conduct business in the State in which the Work is located.
- 6.3 The Bid Security of a Successful Bidder will be retained until such Bidder has executed the Agreement and furnished the required Contract Security, whereupon the Bid Security will be returned. If the Successful Bidder fails to execute and deliver the Agreement and furnish the required Contract Security within fifteen (15) days after the Notice of Award, Owner may annul the Notice of Award, and the Bid Security of that Bidder shall be forfeited to the Owner. Should the Owner be required to engage the services of an attorney in connection with the enforcement of Bids, Bidder agrees to pay Owner's reasonable costs, including attorney fees, and all court, arbitration, or hearing costs incurred with or without

suit. The Bid Security of any Bidder whom Owner believes to have a reasonable chance of receiving the award may be retained by Owner until the earlier of the ninetieth (90th) day after Bid opening or seven (7) days after the Effective Date of the Agreement, whereupon Bid Security furnished by such Bidders will be returned. Bid security of other Bidders will be returned approximately seven (7) consecutive calendar days after the Bid opening.

7.0 CONTRACT TIME

7.1 The number of days within which, or the dates by which, the Work, or any specified part thereof, is to be completed (the Contract Times) are set forth in the Bid Form and Agreement Form and may be supplemented in the Supplementary Conditions. The Contract Time, or Contract Times, for the completion of the Work is (are) of the essence.

8.0 LIQUIDATED DAMAGES

8.1 Provisions for liquidated damages are set forth in the Contract Agreement Form

9.0 EQUIVALENT, SUBSTITUTE, OR "OR-EQUAL" ITEMS

9.1 The Contract, if awarded, will be on the basis of materials and equipment described in the drawings or specified in the specifications or approved by Addenda. Wherever a material or equipment is specified or described by using the name of a proprietary product or the name of a particular manufacturer, the specified item mentioned shall be understood as establishing the type, function and quality desired. Other materials and equipment will be accepted provided sufficient information is submitted to allow Engineer to determine that the product proposed is equivalent to those named.

9.2 Contractors requesting preliminary or "Prebid Qualifications" of acceptance of materials or equipment that are listed in Bid Form other than one named or specified in the drawings or specifications shall make written application to the Engineer no later than twenty (20) consecutive calendar days prior to the date of Bid opening, certifying that the proposed item will perform adequately the functions and achieve the results required by the specifications, be equal to that named or specified, and provide sufficient information, including shop drawings, to allow the Engineer to determine that the product proposed is equivalent or equal to that specified.

Any design changes that will be required in the drawings and specifications to accommodate the product proposed other than specified in the drawings or specifications, including structural design, piping, treatment process, electrical, etc., shall be at the total expense of the Contractor if Contract is awarded.

The limited time for review to evaluate the proposed product prior to the date of the Bid opening does not permit a thorough review of the equipment, device, or item submitted, and does not relieve the Contractor from responsibility for compliance with the Contract Documents.

Engineer's preliminary or "Prebid" acceptance of substitute items of material or equipment submitted for review shall be made known to all Bidders by Addenda no later than ten (10) consecutive calendar days prior to Bid opening.

- 9.3 Requests for review of substitute items of material or equipment will not be accepted by the Engineer from anyone except Contractors, and no requests of equivalency will be accepted or considered after the Effective Date of the Agreement, except those items that are listed in the Bid Form which may require preliminary or "Prebid Qualifications" because materials or equipment other than ones named or specified in the drawings or specifications and the Bidder intends to propose substitute items.

Other items of material and equipment shall be submitted for review and acceptance following the procedures set forth in the General Conditions, or as amended in the Supplementary Conditions.

Submission of a Bid will constitute an incontrovertible representation by Bidder that Bidder's Proposed Base Contract Price reflects the costs for furnishing and installing equipment, materials, and appurtenances described in the drawings, specified in the specifications, or by Addenda to provide a complete and satisfactory installation.

10.0 SUBCONTRACTORS, SUPPLIERS AND OTHERS

- 10.1 If requested on the Bid Form, each Bid shall identify the names, addresses and associated information of those Subcontractors, Suppliers or other persons or organizations, including those who are to furnish the principal items of material and equipment, whom Bidder intends to award a Subcontract or Purchase Order in an amount in excess of two (2) percent of the Total Bid Price. In addition, if requested by Owner or Engineer, each Bidder shall be prepared to submit, within ten (10) consecutive calendar days, a "Qualifications Statement List" for all Subcontractors, Suppliers, or other persons or organizations so identified. This List shall include the name and address of the Subcontractor, Supplier, or other person or organization and a description of the services, materials or equipment to be supplied. Each nominated Subcontractor shall include the Subcontractor's license or certification, as applicable, as evidence that the firm is properly licensed or holds the required certificate for the specialty work involved. Such list shall be accompanied by a copy of the anticipated Subcontract or Purchase Order and by an experience statement with pertinent information as to similar projects and other information pertaining to financial resources, adequacy and availability of plant and equipment, organization, and other facts as evidence of qualifications to perform the Work designated for each such Subcontractor, Supplier or other person or organization. The list of principal items of equipment shall include the name of the locations at which similar size and type of equipment, as that specified, is in service.

- 10.2 If Owner or Engineer after due investigation of a Bid has reasonable objection to any proposed Subcontractor, Supplier or other person or organization, Owner may, before giving Notice of Award, request such Bidder to remove or replace said proposed Subcontractor, Supplier or other person or organization and to self-perform the associated

parts of the Work, if the Bidder holds a valid license or certificate for that work and he is so qualified, or to submit an acceptable substitute, without an increase in such Bidder's Total Bid, and without an increase in any of the proposed alternate prices. If such Bidder declines, the Contract shall not be awarded to such Bidder, but his declining to make any such substitution will not constitute grounds for sacrificing his Bid Security.

- 10.3 Any Subcontractor, Supplier, other person or Organization so listed and to whom Owner or Engineer does not make written objection prior to the Notice of Award will be deemed acceptable to Owner and Engineer, subject to revocation of such acceptance after the Effective Date of the Agreement as provided in paragraph 6.8.2 of the General Conditions.
- 10.4 No Bidder shall be required to employ any Subcontractor against whom Bidder has reasonable objection.
- 10.5 Except as otherwise provided in paragraph 6.8.2 in the General Conditions, or by law, a Bidder shall not remove or replace a Subcontractor, Supplier or other person or organization so identified pursuant to the request from Owner and Engineer without good cause shown, and without prior written notification to Owner in time to allow Owner or Engineer to evaluate the proposed substitute. Pursuant to this Bidding Requirement, a Bidder requested to submit a Qualifications Statement List agrees to notify Owner and Engineer within five consecutive calendar days after it becomes apparent that removal (or replacement) or addition of a listed Subcontractor, Supplier or other person or organization may be required on account of a showing of good cause.
- 10.6 The successful Bidder who is awarded the Contract will be required to perform the Work as an independent Contractor. No assignment of a Contract will be allowed without written permission of the Owner. Procedures for acceptance of Subcontractors, Suppliers, and other persons or organizations, after execution of the Agreement, are described in the General Conditions and the Supplementary Conditions.

11.0 BID FORM

- 11.1 Prospective Bidders are furnished one Bidding Documents Package, one Project Manual, and one set of the Contract Drawings. If the Bid Form or any of the Bid Form attachments are modified by Addendum, revised forms will be issued, in which case Bids shall be submitted on the latest revisions of the forms issued. No alteration whatsoever shall be made in the printed Bid Form, and no alternative items not requested by the printed form shall be written in, nor shall any conditions to the Bid as submitted be written into the Bid Form. If alterations or changes are made to the printed Bid Form, or if unrequested alternatives are written in, or if conditions are written into the Bid as submitted, the Bid may be considered as non-responsive and may not be considered for award of a contract.
- 11.2 Bids shall be submitted on the Bid Form provided with the Bidding Documents. All blank spaces shall be properly and legibly filled in with ink or typed.

- 11.3 Bids by individuals shall be signed by the person making such Bid or the Bid must have attached thereto a power-of-attorney evidencing authority to sign the Bid in the name of the person for whom it is signed. The business address and telephone number of the individual shall also be provided.
- 11.4 Bids by corporations shall be executed by the legal corporate name thereof, and the signature of the president or other authorized officer (accompanied by evidence of authority to sign) manually written below the corporate name and the attesting signature of the secretary or the assistant secretary of the corporation. The corporate address and state of incorporation shall be provided.
- 11.5 Bids by partnerships must be signed in the true name of the partnership, and the signature of the partner or partners authorized to sign (accompanied by evidence of authority to sign) shall be manually written below the partnership name. The official address of the partnership must also be provided.
- 11.6 The names of all persons signing must also be legibly printed in ink below the signature.
- 11.7 The Bid shall contain an acknowledgement of receipt of Addenda, in accordance with Article 5 of these Instructions to Bidders.
- 11.8 The address and telephone number for communications regarding the Bid must be shown.
- 11.9 The Bidder's Contractors' Licenses as required by state statutes and local ordinances, codes and regulations, shall be typed or printed in ink, when applicable, on the Bid Form, where indicated.
- 11.10 Bidders shall submit the required information on any additional forms provided as part of the Bidding requirements. All blank spaces shall be properly filled in ink or typed, in accordance with the requirements of these Instructions to Bidders and each form.

12.0 PREPARATION AND SUBMISSION OF BIDS

- 12.1 Bids shall be properly addressed and submitted within the time and at the place designated in the Advertisement for Bids and shall be enclosed in an opaque sealed envelope. The envelope shall be marked with the information requested in paragraph 12.2 below, and include the Bid Security and other required documents. If the Bid is sent through the mail or other delivery system, the sealed envelope shall be enclosed in a separate envelope with the notation "SEALED BID ENVELOPE ENCLOSED" on the face of it.
- 12.2 The opaque sealed envelope shall be marked with the name of the Project as set forth in the Agreement, and if applicable, the designated part of the Project represented by the Contract also shown in the Agreement, and the name, address, and telephone number of the Bidder.
- 12.3 The following items are to be included with each Bid. This list is included to aid the Bidder in submitting a complete and responsive Bid. It cannot be relied on to include all items necessary to insure a responsive Bid. The Bidder is solely responsible for including all

items required by the Bidding Documents, including any items required by Addenda, which may not be included in the below list.

1. The completed Bid Form.
 2. Acknowledgement of Receipt of Addenda (the number and date of which shall be filled in on the Bid Form).
 3. Satisfactory evidence of authority of the person signing on behalf of the individual, firms, partnership or corporation shall be attached to the Bid Form.
 4. Bid Bond with Power of Attorney attached to the Bid Bond.
 5. Contractor's license or certificate numbers, when applicable, shall be filled in on the Bid Form.
 6. List of Subcontractors, if any.
 7. List of Manufacturers and Suppliers, if required.
 8. Affidavits as required.
 9. The name, address, and telephone to which communications regarding the Bid are to be directed shall be written on the outside of the Bid envelope and filled in on the Bid Form.
 10. Required certifications.
- 12.4 The Bid shall be legibly prepared with ink or typewritten on the Bid Form provided. All unit prices, lump sum, and entries made by the Bidder on the Bid Form shall be handwritten in ink or typed. Bidder shall show, in the designated location, the sum representing the Bidder's Total Bid Price.
- 12.5 A Bidder may alter or correct a unit price or lump sum price which he has entered on the Schedule of Prices on the Bid Form by crossing out the entry, entering the new figure above or below the crossed-out entry, and initialing on the line of change. The crossing out of entries shall be with ink or typed. Owner may require Bidder to identify any alteration or correction so initialized. All new entries and initials shall be legibly handwritten with ink or typed. Any ambiguity arising from entries altered or corrected on the Bid Form may cause the rejection of said Bid as non-responsive.
- 12.6 All Bidders who submit more than one Bid for the same Work from an individual, firm or partnership, a Corporation or Association under the same or different name will have their Bids rejected. Reasonable grounds for believing that any Bidder is interested in more than one Bid for the same Work will cause the rejection of all such bids in which the Bidder is interested. If there are reasonable grounds for believing that collusion exists among the Bidders, the Bids of participants in such collusion will not be considered.

- 12.7 Oral, telephone, fax, or telegraph Bids are invalid and will not receive consideration.
- 12.8 Bidders shall assume full responsibility for timely delivery at the location designated for receipt of Bids.

13.0 MODIFICATION AND WITHDRAWAL OF BIDS

- 13.1 A Bid may be modified or withdrawn by an appropriate document duly signed (in the manner that a Bid shall be signed) and delivered to the place where Bids are to be received at any time prior to the closing time for receipt of Bids.
- 13.2 A Modification to a Bid shall not reveal the Bidder's Total Bid Price; however, it should state the addition, subtraction or other modification, so that the modified Total Bid Price, or other modified terms, is not known until the opening of the Bids. Withdrawal of a Bid will not prejudice the rights of a Bidder to submit a new Bid prior to the closing time for receipt of Bids.
- 13.3 After expiration of the closing time for receiving Bids, no Bid may be withdrawn by a Bidder unless that Bidder, within two (2) Business days after the date for Bid opening, delivers to the Owner a duly signed written notice with clear and convincing sworn evidence demonstrating that (a) the Bid contains a patently obvious mechanical, clerical, or mathematical mistake, (b) the mistake occurred notwithstanding the exercise of reasonable care in the preparation of the Bid, (c) the mistake is subject to objective verification, and (d) the mistake is of such material consequence that to enforce the Contract would be unconscionable. If the Owner concurs, he shall accept the withdrawal and return the Bid Security to that Bidder. Thereafter, that Bidder shall not be allowed to resubmit a Bid for the Work.

14.0 OPENING OF BIDS

- 14.1 All Bids received within the announced closing time for the receipt of Bids stipulated in the Advertisement for Bids will be opened publicly. Bids will be read aloud and a tabulation of the applicable Total Bid Price and major alternates (if any) will be made available to Bidders within a reasonable time after the opening of Bids.
- 14.2 Any Bid received after the announced closing time may be returned unopened. Any uncertainties as to whether a Bid was submitted in time will be resolved at Owner's sole discretion.

15.0 BIDS TO REMAIN OPEN

- 15.1 All Bids shall remain open for delivery by the Owner of the Notice of Award for sixty (60) consecutive calendar days after the date of Bid opening.
- 15.2 Extensions of time when Bids shall remain open beyond the 60-day period may be made only by mutual agreement between the Owner, those Bidders, and the sureties, if any, for those Bidders.

16.0 AWARD OF CONTRACT

- 16.1 To the extent permitted by applicable state and federal laws and regulations, Owner reserves the right to reject any and all Bids, to waive any and all informalities, and to disregard all nonconforming, nonresponsive, or conditional Bids, or to readvertise for Bids. Also, Owner reserves the right to reject the Bid of any Bidder if Owner believes that it would not be in the best interest of the Project to make an award to that Bidder, whether because the Bid is not responsive or the Bidder is unqualified or of doubtful financial ability, or is found to lack honesty, integrity or moral integrity or fails to meet any other pertinent standard or criteria established by the intent of the Bidding Documents.
- 16.2 A Bid will be considered responsive if it conforms in all respects with the requirements of the Bidding Documents. In order to be considered responsive, a Bid shall: (a) be completed, signed and be responsive in all respects to the Bidding Requirements; (b) be made on the Bid Forms provided with the Bidding Documents and submitted in accordance with the applicable Bidding Requirements; and (c) include all additional documents provided with the Bidding Documents and submitted in accordance with the applicable Bidding Requirements.
- 16.3 In order to be considered responsible, a Bidder must establish to the complete satisfaction of the Owner, as a minimum, that he has: (a) adequate financial resources to meet his Contractual obligations and will maintain same for the Contract Time; (b) adequate equipment to perform the Work properly and within the Contract Time; (c) evidence of the necessary experience and technical qualifications in the type of Work provided for in the Contract; (d) conform to all conditions contained in these Bidding documents; (e) and his proposed Subcontractors, Suppliers or other persons or organizations hold valid State, county and local licenses or certificates covering all operations or specialty trades and areas of political jurisdiction involved in the Work; (f) has conformed to the pre-award Qualification Submittals requirement outlined in these Instructions to Bidders, and (g) does not have a documented record of past projects resulting in arbitration or litigation in which he was found to be at fault.
- 16.4 Discrepancies on the Bid Form between words (if required) and figures shall be resolved so that the written words shall be binding on that Bidder. Discrepancies between the indicated sum of any column of figures and the correct sum will be resolved so that the correct sum shall be binding on that Bidder. Discrepancies in the multiplication of unit prices times the indicated units of Work will be resolved so that the proposed unit prices shall be binding on the Bidder. Discrepancies between a stipulated price and that indicated shall be resolved so that the stipulated allowance, or "no more than" or "no less than" price, shall be binding on that Bidder.
- 16.5 In evaluating Bids, Owner will consider the qualifications of the Bidders, whether or not Bids comply with the prescribed requirements, and such alternates, unit prices and other data, as may be requested in the Bid Form or prior to the Notice of Award.

- 16.6 Owner will consider the qualifications and experience of Subcontractors and other persons and organizations (including those who are to furnish the principal items of materials or equipment) proposed for those portions of the Work as to which the identity of Subcontractors, Suppliers, and other persons and organizations shall be submitted as provided in Article 10 of these Instructions to Bidders. Operating costs, maintenance considerations, performance data and guarantees of materials and equipment may also be considered by Owner.
- 16.7 Owner may conduct such investigations as Owner deems necessary to assist in the evaluation of any Bid and to establish the responsibility, qualifications, and financial ability of the Bidders, proposed Subcontractors, Suppliers and other persons and organizations to do the Work in accordance with the Contract Documents, to Owner's satisfaction, and within the prescribed Contract Time. Owner reserves the right to reject the Bid of any Bidder who does not pass any such evaluation to Owner's satisfaction.
- 16.8 If the Contract for the Work is to be awarded, it will be awarded to the lowest, responsible, responsive Bidder pursuant to the requirements of the Bidding Documents, as determined by Owner's evaluation of the corresponding Bid Form. In order to be considered the lowest Bidder, that Bidder will have provided the lowest Total Bid Price, in accordance with all applicable Bidding Requirements, and as determined by Owner's and Engineer's evaluation of the corresponding Bid Form.
- 16.9 If a Contract is to be awarded, the Bidder will be given a Notice of Award within the time set forth in Article 15.0 of these Instructions to Bidders. The Bidder who is awarded the Contract will be required to perform the Work as an independent Contractor. No assignment of the Contract will be allowed without written permission from Owner.

17.0 CONTRACT SECURITY AND INSURANCE

- 17.1 Article 5 of the General Conditions, as amended or supplemented in the Supplementary Conditions, sets forth Owner's requirements as to Contract Security and Insurance. When a Bidder awarded the Contract delivers the executed Agreement to Owner, it must be accompanied by the required Contract Security.

18.0 EXECUTION OF THE AGREEMENT

- 18.1 The Notice of Award will establish the Contract Price and establish the adjustment unit price if accepted by Owner at Owner's sole discretion. A Notice of Award to a Successful Bidder will be accompanied by copies of unsigned counterparts of the corresponding Agreement with all other written Contract Documents attached. Within fifteen (15) consecutive calendar days of receipt thereafter, the Successful Bidder shall sign and deliver to Owner the required number of counterparts of the Agreement and attach Contract Documents with the required Contract Security. Within fifteen (15) consecutive calendar days of receipt thereafter, Owner will deliver one fully signed counterpart to Contractor. Notice to Proceed and requirements for commencement of the Contract Time are provided in the General Conditions.

- 18.2 Failure by the Successful Bidder awarded the Contract to execute the Agreement or to furnish the required Contract Security shall be just cause for the annulment of the award and the forfeiture of that Bidder's Bid Security.
- 18.3 A Successful Bidder who is awarded the Contract and fails to execute the Agreement or furnish the required Contract Security within the period specified above shall be liable to Owner for all damages resulting there from. The Bid Security forfeited shall not be a limitation thereon.

19.0 RELATED WORK UNDER SEPARATE CONTRACTS

- 19.1 Bidders are advised that the Work contemplated under the Bidding Documents may represent only a part of an overall Project requiring award of several separate contracts, and that separate contracts have been or are expected to be awarded for other portions of the Project. Accordingly, Bidders shall consider, in the preparation of Bids, all factors which may result from the performance of related work under separate contracts that may in any manner affect cost, schedule, progress, performance or furnishing of the Work.
- 19.2 Before submitting a Bid, each Bidder shall examine the contents of the Contract Documents in general, and the Supplementary Conditions and General Requirements specifically, for identification of (a) the coordination and cooperation requirements between the Work under this Contract and work under other contracts; (b) any limitations in access to or release of portions of the site to accommodate work under other contracts; and (c) any intermediate Contract Times and Work Sequence conditions indicated in or required by the Bidding Documents to effect proper interfacing in the progress of the Work and the progress of the work under related contracts.
- 19.3 Reference is made to those applicable Supplementary Conditions for detailed description information for the other separate contracts. In the event of any conflicts, the related Supplementary Conditions for that contract shall be binding on the Bidders.

20.0 SCHEDULING AND CONTRACT SEQUENCING

- 20.1 Before submitting a Bid, each Bidder shall examine the Contract Documents in general for identification of requirements for the preparation and submittal of Progress Schedules, if required.

21.0 TAXES

- 22.1 Pursuant to RSMo Section 144.030, the Missouri Department of Revenue has exempted certain items of this Contract from State and local sales and use taxes. RSMo Section 144.030.2.(14) permits exemption for machinery, equipment, appliances, and devices purchased or leased and used solely for the purpose of preventing, abating, or monitoring water pollution, and materials and supplies solely required for the installation, construction or reconstruction of such machinery, equipment, appliances and devices, and so certified by the Director of the Department of Natural Resources, provided that any action by the

Director may be appealed to the Missouri Clean Water Commission which may uphold or reverse the action.

22.2 All items required for this Contract are for the purpose of preventing, abating, or monitoring water pollution. The Bidder awarded the Contract shall be responsible for applying or obtaining the required tax exemption determination. Application forms (Department of Revenue form DOR 318) for sales tax exemption Water Pollution Control can be obtained from the Missouri Department of Natural Resources, P.O. Box 176, Jefferson City, Missouri 65102 or the Department of Revenue, P.O. Box 840, Jefferson City, Missouri 65105 (573-751-2836).

22.3 Bidders shall not include in their Bid any sales, use or similar taxes on items which qualify for exemption. Any taxes on any of the above items which qualify for exemption will not be accepted for payment and will be deducted from the Contract Price if included on Contractor's invoices, or in any manner included as a part of Contractor's billing to the Owner

22.0 RETAINAGE

23.1 Reference is made to the Contract Agreement, General Conditions, and the Supplementary Conditions for provisions concerning retainage.

23.0 COST AND PRICING DATA

24.1 Bidders are advised that costs that are unallowable under the requirements of the Contract Documents in general, and the principles of Articles 10 of the General Conditions (as amended or supplemented in the Supplementary Conditions) in particular, will apply, as appropriate, and that said costs will not be included in prices, cost reimbursements, or settlements under the Contract related to Change Orders, Change Order Requests, or claims.

24.2 Bidders are advised that detailed Cost and Pricing data will be required for Change Orders or Change Order Requests or claims to enable Owner and Engineer to determine the necessity and reasonableness of the amounts proposed, and whether costs proposed are allocable and allowable. Procedures for the submittals of detailed Cost and Pricing data are described in the General Conditions and as amended or supplemented in the Supplementary Conditions.

24.3 Bidders are advised that the Contract Documents include requirements pertaining to "Price Reduction for Defective Cost and Pricing Data." These requirements may result in the reduction of costs previously agreed upon by Owner in executed Change Orders or Change Order Request because the Cost and Pricing Data provided was incomplete, inaccurate, or not current at the time that the Change Orders or Change Order Requests were negotiated.

24.4 Bidders are advised that the Contract Documents include provisions pertaining to "Audit; Access to Records." These provisions require the Successful Bidder awarded a Contract to disclose all information and reports resulting from access to records to Owner and other third parties.

END OF SECTION

**WORKERS ELIGIBILITY VERIFICATION AFFIDAVIT FOR ALL
CITY OF OSAGE BEACH CONTRACT AGREEMENTS IN EXCESS OF \$5,000**

(For joint ventures or contracts by more than one individual, a separate affidavit is required for each person or business entity)

State of Missouri)
)ss

County of ~~Camden~~)
 Jackson

On this 8th day of May, 2026, before me appeared

Shawn Brost, personally known to me or proved to me on the basis of (name) satisfactory evidence to be a person whose name is subscribed to this affidavit, who being by me duly sworn, deposed as follows:

My name is Shawn Brost, and I am of sound mind, capable of making this affidavit, and personally certify the facts herein stated, as required by Section 285.530, RSMo, to enter into any contract agreement with the City of Osage Beach to perform my job, task, employment, labor, personal services, or any other activity for which compensation is provided, expected, or due, including but not limited to all activities conducted by business entities.

I am the Vice President of Vance Brothers, LLC, and I am duly authorized
(Position) (Name of Business Entity)

Directed, and/or empowered to act officially and properly on behalf of this business entity.


I hereby affirm and warrant that the aforementioned business entity is enrolled in a federal work authorization program operated by the United States Department of Homeland Security to verify information of existing and newly hired employees. The aforementioned business entity shall participate in said program with respect to all employees working in connection under the within contract agreement with the City of Osage Beach.

I have attached documentation to this affidavit to evidence enrollment/participation by the aforementioned business entity in a federal work authorization program, as required by section 285.530 RSMo.

I hereby affirm and warrant that the aforementioned business entity does not and shall not knowingly employ, in connection to work under the within stated contract agreement with the City of Osage Beach, and alien who does not have the legal right or authorization under federal law to work in the United States, as defined in 8 U.S.C. § 1324 a(h)(3).

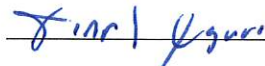
I am aware and recognize that, unless certain contract and affidavit conditions are satisfied pursuant to Section 285.530 RSMo, the aforementioned business entity may be held liable under Section 385.525 through 285.550 RSMo, for subcontractors that knowingly employ or continue to employ unauthorized alien to work within the State of Missouri.

I acknowledge that I am signing this affidavit as a free act and deed of the aforementioned business entity and not under duress.



Affiant Signature *Shawn Brost, Vice President*

Subscribed and sworn to before me this 8th day of May, 2026.



Notary Public

My Commission Expires: June 2, 2027

Seal:

JENNIFER SEGURA NOTARY PUBLIC - NOTARY SEAL STATE OF MISSOURI MY COMMISSION EXPIRES JUNE 2, 2027 JACKSON COUNTY COMMISSION #15635891

VANCE BROTHERS, LLC
CORPORATE SEAL
MISSOURI

**NOTICE AND INSTRUCTIONS TO BIDDERS AND VENDORS
REGARDING HIRING OF ILLEGAL WORKERS**

Pursuant to Missouri statute RSMo 285.530(1), no business entity or employer shall knowingly employ, hire for employment, or continue to employ an unauthorized alien to perform work within the State of Missouri.

As a condition for the award of any contract or grant in excess of five-thousand dollars (\$5,000.00) by the City of Osage Beach, Missouri to a business entity, the business entity (Company or individual) shall:

- 1) By sworn affidavit and provision of documentation, affirm its enrollment and participation in a federal work authorization program with respect to the employees working in connection with the contracted services.

- 2) Sign an affidavit affirming that it does not knowingly employ any person who is an unauthorized alien in connection with the contracted services.

The City of Osage Beach, Missouri, in order to comply with sections 285.525 through 285.550 RSMo, requires the following for bids and contract documents:

Required Affidavit for Contracts over \$5,000.00 –

Company shall comply with the provisions of Section 285.525 through 285.550 RSMo.

Contract award is contingent on Company providing an acceptable notarized affidavit stating the following:

1. Company is enrolled in and participates in a federal work authorization program with respect to the employees working in connection with the contracted services; and
2. Company does not knowingly employ any person who is an unauthorized alien in connection with the contracted services.

A form for such affidavit is included herein.

Required Documentation of Program Enrollment –

Company must provide documentation evidencing current enrollment in a federal work authorization program (e.g. electronic signature page from E-Verify program's Memo of Understanding (MOU)).

The City of Osage Beach requires companies that are not already enrolled and participating in a federal work authorization program to do so. E-Verify is an example of this type of program. Information regarding E-Verify is available at www.dhs.gov or by calling **888-464-4218**.

Pursuant to RSMo.285.530, the bidding party shall:

- 1) Participate in the Federal Work Authorization Program (E-Verify), which verifies employment eligibility for all of their employees and provide City with an affidavit confirming such participation.
- 2) Provide an affidavit that they do not knowingly employ any person who is an unauthorized alien in connection with the contracted services to the City.
- 3) Verify all employees of bidding party working in connection with the City project through such E-Verify program and provide proof of such to City for each such employee.
- 4) Require all subcontractors for the project to:
 - a. Require in writing in its contract with the subcontractor that all contractors for the City project comply with the provisions of RSMo.285.530.1 requiring that no business entity knowingly hire or employ an unauthorized alien within the State of Missouri.
 - b. Require all subcontractors to provide a sworn affidavit under the penalty of perjury attesting that the subcontractor's employees are lawfully present in the United States. A copy of such affidavits shall be provided to the City.

AGREEMENT

THIS AGREEMENT, made and entered into this _____ day of _____, 20, by and between the **City of Osage Beach**, Party of the First Part and hereinafter called the **Owner**, and _____ a _____ of _____ Party of the Second Part and hereinafter called the **Contractor**.

WITNESSETH:

THAT WHEREAS, the City of Osage Beach has caused to be prepared, in accordance with law, specifications, plans, and other contract documents for the work herein described and has approved and adopted said documents, and has caused to be published, in the manner and for the time required by law, an advertisement for and in connection with the construction of the improvements, complete, in accordance with the contract documents and the said plans and specifications; and

WHEREAS, the Contractor, in response to such advertisement, has submitted to the Owner, in the manner and at the time specified, a sealed bid in accordance with the terms of said advertisement;

WHEREAS, the Owner, in the manner prescribed by law, has publicly opened, examined and canvassed the bids submitted in response to the published advertisement therefor, and as a result of such canvass has determined and declared the aforesaid Contractor to be the lowest responsive and responsible Bidder for the said work and has duly awarded to the said Contractor a contract therefor, for the sum or sums named in the Contractor's bid, a copy thereof being attached to and made a part of this contract.

NOW, THEREFORE, in consideration of the compensation to be paid to the Contractor and of the mutual agreements herein contained, the Parties to these presents have agreed and hereby agree, the Owner for itself and its successors, and the Contractor for its, his, or their executors and administrators, as follows:

ARTICLE I. That the Contractor shall (a) furnish all tools, equipment, supplies, superintendence, transportation, and other construction accessories, services and facilities; (b) furnish all materials, supplies and equipment specified and required to be incorporated in and form a permanent part of the completed work except the items specified to be furnished by the Owner; (c) provide and perform all necessary labor; and (d) in a good, substantial, and workmanlike manner and in accordance with the provisions of the General Conditions and Supplementary Conditions of this contract which are attached hereto and make a part hereof, and in conformance with the contract plans and specifications designated and identified therein, execute, construct, and complete all work included in and covered by the Owner's official award of this contract to the said Contractor, such award being based on the acceptance by the Owner of the Contractor's bid for the construction of the improvements.

ARTICLE II. That the Contractor shall construct, complete as designated and described in the foregoing Bid Form and attached specifications and in accordance with the Advertisement for Bids, Instructions to Bidders, Bid Form, Bonds, General Conditions, Supplementary Conditions, detailed specifications, plans, addenda, and other component parts of the contract documents hereto attached, all of which documents form the contract and are fully a part hereto as if repeated verbatim here.

Water and Sewer Service Lines OB-05-26

ARTICLE III. That the Owner shall pay to the Contractor for the performance of the work described as follows:

Water and Sewer Service Lines OB-05-26

and the Contractor will accept as full compensation thereof, the sum (subject to adjustment as provided by the contract) of _____ for all work covered by and included in the contract award and designated in the foregoing Article I. Payment therefor shall be made in the manner provided in the General Conditions and Supplementary Conditions attached hereto.

ARTICLE IV. That the Contractor shall begin assembly of materials and equipment within fifteen (15) days after receipt from the Owner of executed copies of the contract and that the Contractor shall complete said work within Thirty (30) consecutive calendar days from the thirtieth day after the Effective Date of the agreement, or if a Notice to Proceed is given, from the date indicated in the Notice to Proceed.

Owner and Contractor recognize time is of the essence of this agreement and that Owner will suffer financial loss if the work is not completed within the time specified above, plus any extensions thereof allowed in allowance with Article 11 of the General Conditions. Owner and Contractor agree that as liquidated damages for delay, but not as a penalty, Contractor shall pay Owner Five Hundred dollars (\$ 500.00) for each and every calendar day of each section that expires following the time specified above for completion of the work.

ARTICLE V. This Agreement will not be binding and effective until signed by the Owner.

IN WITNESS WHEREOF, the Parties hereto have executed this contract as of the day and year first above written.

SIGNATURE:

ATTEST:

Owner, Party of the First Part

City Clerk

By _____
Name and Title

(SEAL)

LICENSE or CERTIFICATE NUMBER, if applicable _____

SIGNATURE OF CONTRACTOR:

IF AN INDIVIDUAL OR PARTNERSHIP

Contractor, Party of the Second Part By _____
Name and Title

IF A CORPORATION

ATTEST:

Contractor, Party of the Second Part Secretary

By _____ (CORPORATE SEAL)
Name and Title

STATE OF _____

COUNTY OF _____

On This _____ day of _____, 20____, before me appeared _____
to me personally known who, being by me duly sworn, did say that he is the _____ of
_____ and that the seal affixed to said instrument is the
corporate seal of said corporation by authority of its board of directors, and said _____
acknowledged said instrument to be the free act and deed of said corporation.

(SEAL)

My commission Expires: _____

Notary Public Within and For Said County and State

PERFORMANCE BOND

KNOW ALL PERSONS BY THESE PRESENTS: That _____

(Name of Contractor)

(Address of Contractor)

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

(Name of Surety)

(Address of Surety)

hereinafter called Surety, are held and firmly bound unto

CITY OF OSAGE BEACH

1000 CITY PARKWAY

OSAGE BEACH, MISSOURI 65065

hereinafter called OWNER in the total aggregate penal sum of _____

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

THE CONDITION OF THIS OBLIGATION is such that whereas, the PRINCIPAL entered into a certain contract with the OWNER, dated the _____ day of _____, 20____, a copy of which is hereto attached and made a part hereof for the construction of:

Water and Sewer Service Lines OB-05-26

NOW, THEREFORE, if the Principal shall well, truly and faithfully perform its duties, all the undertakings, covenants, terms, conditions, and agreements of said contract during the original term thereof, and any extensions thereof which may be granted by the OWNER, with or without notice to the SURETY and during the guaranty period and if the PRINCIPAL shall satisfy all claims and demands incurred under such contract, and shall fully indemnify and save harmless the OWNER from all costs and damages which it may suffer by reason of failure to do so, and shall reimburse and repay the OWNER all outlay and expense which the OWNER may incur in making good any default, then this obligation shall be void, otherwise to remain in full force and effect.

PROVIDED, FURTHER, that said SURETY, for value received, hereby stipulates and agrees that no change, extension of time, alteration or addition to the terms of the contract or to WORK to be performed there under or the SPECIFICATIONS accompanying same shall in any way affect its obligation on this BOND, and it does hereby waive notice of any such change, extension of time, alteration or addition to the terms of the contract or to the WORK or to the SPECIFICATIONS.

PROVIDED, FURTHER, that it is expressly agreed that the BOND shall be deemed amended automatically and immediately, without formal and separate amendments hereto, upon amendment to the contract not increasing the contract price more than 50 percent, so as to bind the PRINCIPAL and the SURETY to the full and faithful performance of the CONTRACT so amended. The term "Amendment," wherever used in this BOND, and whether referring to this BOND or the Contract, shall include any alteration, addition, extension, or modification of any character whatsoever.

PROVIDED, FURTHER, that no final settlement between the OWNER and the PRINCIPAL shall abridge the right of the other beneficiary hereunder, whose claim may be unsatisfied. The OWNER is the only beneficiary hereunder.

IN WITNESS WHEREOF, this instrument is executed in _____ counterparts, each one of which shall be
Number

deemed an original, this the _____ day of _____, 20____.

ATTEST:

Principal

(Principal) Secretary

(SEAL)

By _____ (s)

Witness as to Principal

Address

Address

Surety

ATTEST:

By _____

Water and Sewer Service Lines OB-05-26

Witness to Surety

Attorney-in-Fact

Address

Address

NOTES:

1. Date of BOND must not be prior to date of contract.
2. If CONTRACTOR is partnership, all partners should execute BOND.
3. Surety companies executing BONDS must appear on the Treasury Department's most current list (Circular 570 as amended) and be authorized to transact business in the state where the Project is located.
4. Accompany this bond with Attorney-in-Fact's Authority from the Surety Company certified to include the date of the bond.

THE CITY OF OSAGE BEACH
1000 CITY PARKWAY
OSAGE BEACH, MO 65065

hereinafter called OWNER, and unto all persons, firms, and corporations who or which may furnish labor, or who furnish materials to perform as described under the contract and to their successors and assigns in the total aggregate penal sum of _____
_____ in lawful money of the United States, for the payment of which sum will be made, we bind ourselves, our heirs, executors, administrators, successors, and assigns, jointly and severally, firmly by these presents.

THE CONDITION OF THIS OBLIGATION is such that whereas, the PRINCIPAL entered into a certain contract with the OWNER, dated the _____ day of _____, 20 _____, a copy of which is hereto attached and made a part hereof for the construction of:

Water and Sewer Service Lines OB-05-26

NOW, THEREFORE, if the Principal shall promptly make payment to all persons, firms and corporations furnishing materials for or performing labor in the prosecution of the WORK provided in such contract, and any authorized extensions or modifications thereof, including all amounts due for materials, lubricants, oil, gasoline, coal and coke, repairs on machinery, equipment and tools, consumed or used in connection with the construction of such WORK, and for all labor cost incurred in such WORK including that by a SUBCONTRACTOR, and to any mechanic or material man lien holder whether it acquires its lien by operation of State or Federal law; then this obligation shall be void, otherwise to remain in full force and effect.

PROVIDED, that beneficiaries or claimants hereunder shall be limited to the SUBCONTRACTORS, and persons, firms, and corporations having a direct contract with the PRINCIPAL or its SUBCONTRACTORS.

PROVIDED, FURTHER, that said SURETY, for value received, hereby stipulates and agrees that no change, extension of time, alteration or addition to the terms of the contract or to the WORK to be performed there under or the SPECIFICATIONS accompanying the same shall in any way affect its obligation on this BOND, and it does hereby waive notice of any such change, extension of time, alteration or addition to the terms of this contract or to the WORK or to the SPECIFICATIONS.

PROVIDED, FURTHER, that no suit or action shall be commenced hereunder by any claimant: (a) Unless claimant, other than one having a direct contract with the PRINCIPAL, shall have given written notice to any two of the following: The PRINCIPAL, the OWNER, or the SURETY above named within ninety (90) days after such claimant did or performed the last of the work or labor, or furnished the last of the materials for which said claim is made, stating with substantial accuracy the amount claimed and the name of the party to whom the materials were furnished, or for whom the work or labor was done or performed. Such notice shall be served by mailing the same by registered mail or certified mail, postage prepaid, in an envelope addressed to the PRINCIPAL, OWNER, or SURETY, at any place where an office is regularly maintained for the transaction of business, or served in any manner in which legal process may be served in the state in which the aforesaid project is located, save that such service need not be made by a public officer. (b) After the expiration of one (1) year following the date of which PRINCIPAL ceased work on

said CONTRACT, it being understood, however, that if any limitation embodied in the BOND is prohibited by any law controlling the construction hereof, such limitation shall be deemed to be amended so as to be equal to the minimum period of limitation permitted by such law.

PROVIDED, FURTHER, that it is expressly agreed that this BOND shall be deemed amended automatically and immediately, without formal and separate amendments hereto, upon amendment to the Contract not increasing the contract price more than 50 percent, so as to bind the PRINCIPAL and the SURETY to the full and faithful performance of the Contract as so amended. The term "Amendment," wherever used in this BOND, and whether referring to this BOND or the Contract, shall include any alteration, addition, extension, or modification of any character whatsoever.

PROVIDED, FURTHER, that no final settlement between the OWNER and the CONTRACTOR shall abridge the right of the other beneficiary hereunder, whose claim may be unsatisfied.

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

ATTEST:

Principal

(Principal) Secretary

(SEAL)

By _____

Witness as to Principal

Address

Water and Sewer Service Lines OB-05-26

Address

Surety

ATTEST:

By

(Witness to Surety)

Attorney-in-Fact

(Address)

(Address)

(Address)

(Address)

NOTES:

1. Date of BOND must not be prior to date of contract.
2. If CONTRACTOR is partnership, all partners should execute BOND.
3. Surety companies executing BONDS must appear on the Treasury Department's most current list (Circular 570 as amended) and be authorized to transact business in the state where the Project is located.
4. Accompany this bond with Attorney-in-Fact's Authority from the Surety Company certified to include the date of the bond.

MAINTENANCE BOND

KNOW ALL PERSONS BY THESE PRESENTS: That _____

(Name of Contractor)

Water and Sewer Service Lines OB-05-26

(Address of Contractor)

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

(Name of Surety)

hereinafter called Surety, are held and firmly bound

CITY OF OSAGE BEACH

1000 CITY PARKWAY

OSAGE BEACH, MISSOURI 65065

hereinafter called OWNER, and unto all persons, firms, and corporations who or which may furnish labor, or who furnish materials to perform as described under the contract and to their successors and assigns in the total aggregate penal sum of _____ in lawful money of the United States, for the payment of which sum well and truly to be made, we bind ourselves, our heirs, executors, administrators, successors, and assigns, jointly and severally, firmly by these presents.

THE CONDITION OF THIS OBLIGATION IS SUCH THAT, Whereas, on the ____ day of _____, 20____, the Principal entered into a written agreement with the OWNER, for the construction, reconstruction, or repair of certain public improvements as designated and described in the said agreement; and

Whereas it was a condition of the contract award by the Owner that these presents be executed by the Principal and Surety aforesaid, and

Whereas, the Principal agrees to guarantee the work hereinabove described, including all materials and workmanship, for the period of one (1) year(s) beginning on the date the Owner so accepts said Work, said date being the formal acceptance date.

NOW, THEREFORE, if the Principal shall and will, in all particulars, well, duly, and faithfully observe, perform and abide by each and every covenant, condition and part of said written agreement and other Contract Documents and shall protect the Owner against all damages, losses and expenses which may occur to Owner, by reason of defective materials used, or by reason of defective workmanship done, and for the construction, reconstruction or repair of said public improvements, and settlement of backfill excavated areas.

IN WITNESS WHEREOF, this instrument is executed in _____ counterparts, each one of which shall be Number deemed an original, this the _____ day of _____, 20____.

ATTEST:

Principal

(Principal) Secretary

(SEAL)

Water and Sewer Service Lines OB-05-26

By _____ (s)

(Witness as to Principal)

(Address)

(Address)

Surety

ATTEST:

(Witness to Surety)

By _____

Attorney-in-Fact

(Address)

(Address)

Water and Sewer Service Lines OB-05-26

NOTES:

1. Date of BOND must not be prior to date of contract.
2. If CONTRACTOR is partnership, all partners should execute BOND.
3. Surety companies executing BONDS must appear on the Treasury Department's most current list (Circular 570 as amended) and be authorized to transact business in the state where the Project is located.
4. Accompany this bond with Attorney-in-Fact's Authority from the Surety Company certified to include the date of the bond.

INSURANCE CERTIFICATION

Tara Berreth, City Clerk
City Hall
City of Osage Beach, Missouri

Re: Insurance Coverage During Work On the
Water and Sewer Service Lines OB-05-26
in the City of Osage Beach, Missouri

Gentlemen:

The undersigned is an authorized representative of _____

insuring company for _____

for and during the entire period of the project.

In compliance with the Contract between _____ and the City of Osage Beach, a Certificate of Insurance signed by an authorized representative of our Company which details the exact amounts of coverage insured by us for the **Water and Sewer Service Lines OB-05-26** under the contract herein before mentioned and which in every particular complies with the requirements is attached hereto after having been fully read and checked for compliance by this Company. Further, any exclusionary clauses or portions of any insurance agreement creating coverage's relating to the aforesaid contract which specify that certain events or occurrences are

Water and Sewer Service Lines OB-05-26

not covered by any policy, are identified clearly and explained in attached exhibits. There is no exclusionary clauses in any insuring agreement other than those so identified.

(Insurance Company) (Seal)

(Authorized Representative)

Date _____

GENERAL CONDITIONS

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GENERAL CONDITIONS

ARTICLE 1 - DEFINITIONS

Wherever used in these General Conditions or in the other Contract Documents, the following terms have the meanings indicated which are applicable to both the singular and plural thereof:

Acceptance, Final Acceptance - The formal action by contracting Officer accepting the Work, following determination that the Work has been completed and is acceptable subject to the provisions of paragraph 13.8 of the General Conditions

Addenda - Written or graphic instruments issued prior to the opening of Bids which clarify, correct or change the bidding documents or the Contract Documents.

Agreement - The written agreement or Contract between The Contracting Officer and Contractor covering the Work to be performed; other Contract Documents are attached to the Agreement and made a part thereof as provided therein.

Application for Payment - The form furnished by Contracting Officer which is to be used by Contractor in requesting progress or final payments and which shall contain the affidavit required in Article 14 of the General Conditions. The Application for Payment includes all supporting documentation as required by the Contract Documents.

Bid - The offer, Bid or proposal of the Bidder submitted on the prescribed form setting forth the prices for the Work to be performed.

Bonds - Instruments of security furnished by Contractor and his surety in accordance with the Contract Documents. The term Contract Security refers to the payment bond, performance bond, maintenance bond, and those other instruments of security required in the Supplementary Conditions.

Contract Modification - A document by Contractor and the Contracting Officer and authorizes an addition, deletion or revision in the Work, or an adjustment in the Contract Price or the Contract Time, issued on or after the Effective Date of the Agreement.

Contract Documents - The Agreement, Addenda (which pertain to the Contract Documents), Contractor's Bid (including documentation accompanying the Bid and any post-Bid documentation submitted prior to the Notice of Award) when attached as an exhibit to the Agreement, the Bonds, these General Conditions, the Supplementary Conditions, the Specifications and the Drawings as the same are more specifically identified in the Agreement, together with all amendments, modifications and supplements issued pursuant to paragraphs 3.4 on or after the effective date of the Agreement.

Contracting Officer - The authorized representative of City of Osage Beach Mayor and Board of Aldermen who is authorized to administer the Contract, execute Change Orders, modify contract compensation and time, and establish the Contracting Officers Authorized Representatives (COTR) and Project Inspectors. The Board of Aldermen must approve modifications over \$5000.00.

The Contracting Officer is responsible for the overall direction of the contract, and will delegate to the COTR authority to carryout the day-to-day administration and inspection of the work

Contract Price - The moneys payable by The Contracting Officer to Contractor under the Contract Documents as stated in the Agreement (subject to the provisions of paragraph 10.8 in the case of Unit Price Work).

Contract Time - The number of days or the date stated in the Agreement for the completion of the Work.

Contractor - The person, partnership, corporation, joint venture, or other combination thereof, who has entered into the Contract with The Contracting Officer for the Work. The term "Contractor" means Contractor or its authorized representative.

Day - A calendar day of 24 hours lasting from midnight one day to midnight the next day

Defective - An adjective which when modifying the word Work refers to Work that is unsatisfactory, faulty or deficient, or does not conform to the Contract Documents, or does not meet the requirements of any inspection, reference standard, test or approval referred to in the Contract Documents, or has been damaged prior to The Contracting Officer's recommendation of final payment.

Drawings, Plans - The Drawings, Plans or reproductions thereof, which show location, character, dimensions, and details of the Work to be performed and which are referred to in the Contract Documents.

Effective Date of Agreement - The date indicated in the Agreement on which it becomes effective, but if no such date is indicated, it means the date on which the Agreement is signed and delivered by the last of the two parties to sign and deliver.

Laws and Regulations; Laws or Regulations - Laws, rules, regulations, ordinances, codes and/or orders

Lump Sum Price - Work to be paid for on the basis of unit prices.

Notice of Award - The written notice of acceptance of the Proposal by Contracting Officer to the Contractor stating that upon compliance by the apparent successful Contractor with the conditions precedent enumerated therein, within the time specified.

Notice to Proceed - The written notice issued by Contracting Officer to Contractor authorizing him to proceed with the Work and establishing the Date for Commencement of the Contract Time.

Partial Utilization - Placing a portion of the Work in service for the purpose for which it is intended (or a related purpose) before reaching Final Completion of all the Work.

Project - The total construction of which the Work to be provided under the Contract Documents may be the whole, or a part as indicated elsewhere in the Contract Documents.

Proposal (Same as "Bid") - The formal offer of the Contractor submitted on the prescribed Bid Form together with the required Bid Security and all information submitted with the Bid that pertains to the performance of the Work.

Shop Drawings - All drawings, diagrams, illustrations, schedules and other data which are specifically prepared by or for Contractor to illustrate some portion of the Work and all illustrations, brochures, standard schedules, performance charts, instructions, diagrams and other information prepared by a Supplier and submitted by Contractor to illustrate material or equipment for some portion of the Work.

Specifications - The portions of the Contract Documents consisting of written technical descriptions of materials, equipment, construction systems, standards and workmanship as applied to the Work and certain administrative details applicable thereto.

Subcontractor - An individual, partnership, corporation, joint venture, or combination thereof, having a direct contact with Contractor or with any other Subcontractor for the performance of a part of the Work at the site.

Supplementary Conditions - The part of the Contract Documents, which amends or supplements these General Conditions and other provisions of the Contract Documents.

Supplier - A manufacturer, fabricator, supplier, distributor, material man or vendor.

Testing, Pre-operational - All field inspections, installation checks, field quality control tests, performance tests, and necessary adjustments or corrections required of Contractor to demonstrate to the Contracting Officer that individual components of the Work have been properly erected and found to operate in accordance with the Contract Documents, so that they can be placed in service and utilized continuously for their intended purposes.

Testing, Start-up - All non-operating adjustments and cold alignment checks, followed by activities placing portions of the Work in service, and culminating with predefined trial utilization tests during which Contractor is to operate the Work, or a part specified thereof, under actual and simulated operating conditions and performing as defined in the Contract Documents, for the purposes of (a) making such minor adjustments and changes as may be found necessary to comply with the requirements of the Contract Documents, and (b) complying with the Start-up Test requirements outlined in the Contract Documents.

Underground Facilities - All pipelines, conduits, ducts, cables, wires, manholes, vaults, tanks, tunnels or other such facilities or attachments, and any encasements containing such facilities which have been installed underground to furnish any of the following services or materials: electricity, gases, steam, liquid petroleum products, telephone or other communications, cable television, sewage and drainage removal, traffic or other control systems, or water.

Work - Any and all obligations, duties, responsibilities, labor, materials, equipment, temporary facilities, and incidentals, and the furnishing thereof necessary to complete the construction assigned to, or undertaken by Contractor, pursuant to the Contract Documents. Also, the entire completed construction

or the various separately identifiable parts thereof required to be furnished under the Contract Documents. Work is the result of performing services, furnishing services, and furnishing and incorporating materials and equipment into the construction, all as required by the Contract Documents.

ARTICLE 2 - PRELIMINARY MATTERS

- 2.1 Delivery of Bonds.** When Contractor delivers the executed Agreements to the Contracting Officer, Contractor shall also deliver to The Contracting Officer such Bonds as Contractor may be required to furnish in accordance with paragraph 5.1.
- 2.2 Copies of Documents.** The Contracting Officer shall furnish to Contractor up to five copies (unless otherwise specified in the Supplementary Conditions) of the Contract Documents as are reasonably necessary for the execution of the Work. Additional copies (full sets only) will be furnished, upon request, at the cost of reproduction.
- 2.3 Commencement of Contract Time; Notice to Proceed.** The Contract Time will commence to run on the thirtieth day after the Effective Date of the Agreement or, if a Notice to Proceed is given, on the day indicated in the Notice to Proceed. A Notice to Proceed may be given at any time within thirty days after the Effective Date of the Agreement.
- 2.4 Starting the Project.** Contractor shall start to perform the Work on the date when the Contract Time commences to run, but no Work shall be done prior to the date on which the Contract Time commences to run except with the prior written consent of the Contracting Officer.
- 2.5 Before Starting Construction.** Before undertaking each part of the Work, Contractor shall carefully study and compare the Contract Documents and check and verify pertinent figures shown thereon. Contractor shall promptly report in writing to the Contracting Officer any conflict, error or discrepancy, which Contractor may discover.
- 2.6 Preconstruction Conference Submittals.** The Contractor shall submit the following for review at the preconstruction conference and/or before the Notice to Proceed is issued.
- 2.6.1** An estimated progress schedule indicating the starting and completion dates of the various stages of the Work;
- 2.6.2** A preliminary schedule of Shop Drawing submissions; and
- 2.6.3** A preliminary schedule of values for all lump sum items which will subdivide the Work into component parts in sufficient detail to serve as the basis for progress payments during construction. Such prices will include an appropriate amount of overhead and profit applicable to each item of Work.
- 2.7 Certificates.** Before any Work is started, Contractor shall deliver to the Contracting Officer certificates (and other evidence of insurance requested by Contracting Officer) which Contractor is required to purchase and maintain in accordance with paragraphs 5.3 and 5.4.
- 2.8 Preconstruction Conference.** Within twenty days after the Effective Date of the Agreement, but before Contractor starts the Work at the site, a conference attended by Contracting Officer, Contractor, and others as appropriate will be held to discuss the schedules referred to in paragraph

2.6, to discuss procedures for handling contract correspondence, Shop Drawings and other submittals and for processing Applications for Payment, and to establish a working understanding among the parties as to the Work.

ARTICLE 3 - CONTRACT DOCUMENTS: INTENT, AMENDING, REUSE

- 3.1 Contract Documents.** The Contract Documents comprise the entire agreement between the Contracting Officer and the Contractor concerning the Work. The Contract Documents and Contract Drawings are complementary: What is called for by one is as binding as if called for by all. The Contract Documents will be construed in accordance with the law of the place of the project.
- 3.2 Intent.** It is the intent of the Contract Documents to describe a functionally complete Project (or part thereof) to be constructed in accordance with the Contract Documents. Any Work, materials or equipment that may reasonably be inferred from the Contract Documents as being required to produce the intended result will be supplied whether or not specifically called for. When words which have a well-known technical or trade meaning are used to describe Work, materials or equipment, such words shall be interpreted in accordance with that meaning. Reference to standard specifications, manuals or codes of any technical society, organization or association, or to the Laws or Regulations of any governmental authority, whether such reference be specific or by implication, shall mean the latest standard specification, manual, code or Laws or Regulations in effect at the time of opening of Bids (or, on the Effective Date of the Agreement if there were no Bids) even though reference may be specifically made to an earlier standard. If there is any conflict or discrepancy between the provisions of the Contract Documents and any such referenced standard specification, manual, or code of any technical society, organization or association, the provisions of the Contract Documents will take precedence. If there is any conflict or discrepancy between standard specifications, manuals, or codes of any technical society, organization or association, or between Laws or Regulations, the requirement ultimately enforced shall be binding on Contractor. In this event, it will be understood that Contractor has included the higher cost requirement in the Contract Price, and Contractor further agrees and acknowledges that compliance with this order of preference condition will not justify an increase in the Contract Price or the Contract Time.
- 3.3 Conflicts, Errors or Discrepancies.** If, during the performance of the Work, Contractor finds conflict, error or discrepancy in the Contract Documents, Contractor shall report to the Contracting Officer in writing at once and, before proceeding with the Work affected thereby, shall obtain a written interpretation or clarification from the Contracting Officer. However, the Contractor shall not be liable to the Contracting Office for failure to report any conflict, error or discrepancy in the Contract Documents unless Contractor has actual knowledge thereof or should reasonably have known thereof. The Contracting Officer will promptly investigate the matter and respond to Contractor. Until such interpretation or clarification is obtained from the Contracting Officer, any Work done by Contractor after the discovery of such a conflict, error or discrepancy, which is directly or indirectly affected by same, will be at his own risk, and Contractor shall bear all cost arising there from. In resolving such conflicts, errors or discrepancies, the Contract Documents shall be given preference in the following order:
- 3.3.1** First, in accordance with the order of preference stated in the conflicting parts of the Contract Documents; and if such order of preference is not stated, then
- 3.3.2** In the following order: Change Orders, Change Order Requests, Agreement, Addenda, Notice to Proceed, Supplementary Conditions, General Conditions, Specifications and Drawings, Contractor's

Bid, Qualification Submittals, Notice of Award, Bonds, Insurance Certificates and Endorsements and Affidavits; and if the order of preference pertains to the Specifications and the Drawings, then

3.3.3 In all cases, figured dimensions shall govern over scaled dimensions, but Work not dimensioned shall be as directed, and Work not particularly shown, identified, sized, or located shall be the same as similar parts that are shown or specified. Further, detail drawings shall govern over general drawings, larger scale details take precedence over smaller scale drawings, change order drawings govern over contract drawings, and contract drawings govern over standard or shop drawings. Specifications shall govern as to products, execution and workmanship, and Drawings shall govern as to locations, dimensions, or quantities to be furnished. Further, in all cases where specifications, notes or details in two or more Specifications or in two or more Drawings conflict, the requirement calling for the larger quantities, or higher quality product or workmanship shall prevail and be binding on Contractor, unless otherwise directed by The Contracting Officer.

3.4 Amending and Supplementing Contract Drawings. The Contract Documents may be amended to provide for additions, deletions and revisions in the Work or to modify the terms and conditions thereof in one or more of the following ways:

3.4.1 A Change Order (pursuant to paragraph 9.1)

3.4.2 An Addendum prior to award of the contract.

ARTICLE 4 - AVAILABILITY OF LANDS; PHYSICAL CONDITIONS; REFERENCE POINTS

4.1 Availability of Lands. The Contracting Officer shall furnish, as indicated in the Contract Documents, the lands upon which the Work is to be performed, rights-of-way and easements for access thereto, and such other lands which are designated for the use of Contractor. Easements for permanent structures or permanent changes in existing facilities will be obtained and paid for by the Contracting Officer, unless otherwise provided in the Contract Documents. If Contractor believes that any delay in Contracting Officer's furnishing these lands, rights-of-way or easements entitles Contractor to an extension of the Contract Time, Contractor may make a claim there for as provided in Article 11. Contractor shall provide for all additional lands and access thereto that may be required for temporary construction facilities or storage or transporting materials and equipment.

4.2 Physical Conditions.

4.2.1 Explorations and Reports: Reference is made to the Supplementary Conditions for identification of those reports of explorations and tests of subsurface conditions at the site that have been utilized by the Contracting Officer in preparation of the Contract Documents. The Contractor may rely upon the accuracy of the technical data contained in such reports, but not upon non-technical data, interpretations or opinions contained therein, or for the completeness thereof, for Contractor's purposes. Except as indicated in the immediately preceding sentence and in paragraph 4.3, Contractor shall have full responsibility with respect to subsurface conditions at the site. The Bidder is expected to examine carefully the site of the proposed work, Drawings, Specifications, and all other parts of the Contract Documents before submitting his bid. The conditions indicated in the Drawings and in the Contract Documents represent information available from surveys and studies, but the submission of a Bid shall be considered proof that the Bidder has made his own examination and is satisfied as to the conditions to be encountered in performing the work and as to the

requirements of the Drawings, Specifications, the Supplemental Conditions, and all other parts of the Contract Documents.

- 4.2.2 Existing Structures:** Reference is made to the Supplementary Conditions for identification of those drawings of physical conditions in or relating to existing surface and subsurface structures (except Underground Facilities referred to in paragraph 4.2.7) which are at or contiguous to the site that have been utilized by the Contracting Officer in preparation of the Contract Documents. Contractor may rely upon the accuracy of the technical data contained in such drawings, but not for the completeness thereof, for the Contractor's purposes. Except as indicated in the immediately preceding sentence and in paragraph 4.2.7, Contractor shall have full responsibility with respect to physical conditions in or relating to such structures.
- 4.2.3 Reporting of Differing Conditions:** If Contractor believes that:
- 4.2.3.1** Any technical data on which Contractor is entitled to rely as provided in paragraphs 4.2.1 and 4.2.2 is inaccurate, or
- 4.2.3.2** Any physical condition uncovered or revealed at the site differs materially from that indicated, reflected or referred to in the Contract Document Contractor shall, promptly after becoming aware thereof and before performing any Work in connection therewith (except in an emergency as permitted by paragraph 6.22), notify the Contracting Officer in writing about the inaccuracy or difference.
- 4.2.4 Contracting Officer's Review:** The Contracting Officer will promptly review the pertinent conditions, determine the necessity of obtaining additional explorations or tests with respect thereto, and advise the Contractor in writing of the findings and conclusions.
- 4.2.5 Possible Document Change:** If the Contracting Officer concludes that there is a material error in the Contract Documents or that because of newly discovered conditions a change in the Contract Documents is required, a Change Order will be issued as provided in Article 10 to reflect and document the consequences of the inaccuracy or difference.
- 4.2.6 Possible Price and Time Adjustments:** In each such case, an increase or decrease in the Contract Price or an extension or shortening of the Contract Time, or any combination thereof, will be allowable to the extent that they are attributable to any such inaccuracy or difference.
- 4.2.7 Underground Facilities.**
- 4.2.7.1 Shown or Indicated:** The information and data shown or indicated in the Contract Documents with respect to existing Underground Facilities at or contiguous to the site is based on information and data furnished to the City of Osage Beach by the Contracting Officers of such Underground Facilities or by others. Unless it is otherwise expressly provided in the Supplementary Conditions:
- 4.2.7.2** The Contracting Officer shall not be responsible for the accuracy or completeness of any such information or data; and,
- 4.2.7.3** Contractor shall have full responsibility for reviewing and checking all such information and data, for locating all Underground Facilities shown or indicated in the Contract Documents, for coordination of the Work with the Contracting Officers of such Underground Facilities during construction, for the safety and protection thereof as provided in paragraph 6.20 and repairing any

damage thereto resulting from the Work, the cost of all of which will be considered as having been included in the Contract Price.

4.2.7.4 Not Shown or Indicated: If an Underground Facility is uncovered or revealed at or contiguous to the site which was not shown or indicated in the Contract Documents and which Contractor could not reasonably have been expected to be aware of, Contractor shall, promptly after becoming aware thereof and before performing any Work affected thereby (except in an emergency as permitted by paragraph 6.22), such Underground Facility and give written notice thereof to the Contracting Officer. A Change Order shall be allowed for an increase in the Contract Price or an extension of the Contract Time, or both, to the extent that they are attributable to the existence of any Underground Facility that was not shown or indicated in the Contract Documents and which Contractor could not reasonably have been expected to be aware of.

4.3 Reference Points. The Contracting Officer will provide surveys to establish reference points for construction as necessary to enable Contractor to proceed with the Work. Contractor shall be responsible for laying out the Work, shall protect and preserve the established reference points, and shall make no changes or relocations without the prior written order of the Contracting Officer. Contractor shall report to the Contracting Officer whenever any reference point is lost or destroyed or requires relocation because of necessary changes in grades or locations and shall be responsible for the accurate replacement or relocation of such reference points by professionally qualified personnel.

ARTICLE 5 - BONDS AND INSURANCE

5.1 Performance and Other Bonds. Contractor shall furnish performance, maintenance, and payment Bonds, each in an amount at least equal to the Contract Price as security for the faithful performance and payment of all Contractor's obligations under the Contract Documents. These Bonds shall remain in effect at least until one year after the date when final payment becomes due, except as otherwise provided by Law or Regulation or by the Contract Documents. Contractor shall also furnish such other Bonds as are required by the Supplementary Conditions. All Bonds shall be in the forms prescribed by Law or Regulation or by the Contract Documents and be executed by good and sufficient sureties as are named in the current list of "Companies Holding Certificates of Authority as Acceptable Sureties on Federal Bonds and as Acceptable Reinsuring Companies" as published in Circular 570 (amended) by the Audit Staff Bureau of Accounts, U.S. Treasury Department. A certified copy of the authority to act must accompany all Bonds signed by an agent. If the surety on any Bond furnished by Contractor is declared bankrupt or becomes insolvent or its right to do business is terminated in any state where any part of the Project is located or it ceases to meet the requirements of this paragraph 5.1, Contractor shall within five days thereafter substitute another Bond and Surety, both of which must be acceptable to The Contracting Officer.

5.2 Contractor's Insurance - General. The types of insurance Contractor shall purchase and maintain are Contractor's liability insurance, including worker's compensation insurance, contractual liability insurance, and builder's risk "all risk" insurance, to be written for no less than the limits of liability coverage provided in the Supplementary Conditions.

5.2.1 Contractor shall not commence or continue to perform any Work unless Contractor has in full force and effect all required insurance, and until all insurance certificates and Endorsements have been filed evidencing the specific insurance coverage required, and such insurance has been

approved by The Contracting Officer, nor shall any payment for Work performed become due and payable until such certificates and Endorsements have been filed. Contractor shall not permit any Subcontractor to perform Work unless such Subcontractor has complied with all insurance requirements.

- 5.2.2 Insurance carriage must be placed with satisfactory carriers licensed to do business in the State in which the project is located and countersigned by a resident agent.
- 5.2.3 As evidence of specified insurance coverage, Contractor shall provide certificates of insurance and endorsements as required.
- 5.2.4 Approval of the insurance by the Contracting Officer shall not relieve or decrease the liability of Contractor hereunder. It is to be understood that the Contracting Officer does not in any way represent that the insurance or the limits of insurance specified in this Article is sufficient or adequate to protect Contractor's interests or liabilities but are merely minimums.
- 5.2.5 All insurance shall be maintained in full force and effect until the Contract has been fully and completely performed, as set forth in paragraph 5.3 of the General Conditions. Should any coverage approach expiration during the period in which it must remain in full force and effect, it shall be renewed prior to its expiration, and a certificate again filed with The Contracting Officer.
- 5.2.6 Nothing contained in these insurance requirements is to be construed as limiting the liability of Contractor or Contractor's sureties.
- 5.2.7 The City of Osage Beach shall be listed as a named insured for all purposes for contract liability insurance purchased under this section.
- 5.3 **Contractor's Liability Insurance.** Contractor shall purchase and maintain such comprehensive general liability and other insurance as is appropriate for the Work being performed and furnished and as will provide protection from claims set forth below which may arise out of or result from Contractor's performance and furnishing of the Work and Contractor's other obligations under the Contract Documents, whether it is to be performed or furnished by Contractor, by any Subcontractor, by anyone directly or indirectly employed by any of them to perform or furnish any of the Work, or by anyone for whose acts any of them may be liable:
 - 5.3.1 Claims under workers' or workmen's compensation, disability benefits and other similar employee benefits acts.
 - 5.3.2 Claims for damages because of bodily injury, occupational sickness or disease, or death of Contractor's employees.
 - 5.3.3 Claims for damages because of bodily injury, sickness or disease, or death of any person other than Contractor's employees.
 - 5.3.4 Claims for damages insured by personal injury liability coverage, which are sustained (a) by any person as a result of an offense directly or indirectly related to the employment of such person by Contractor, or (b) by any other person for any other reason;
 - 5.3.5 Claims for damages, other than to the Work itself, because of injury to or destruction of tangible property wherever located, including loss of use resulting there from;

- 5.3.6 Claims arising out of operation of Laws or Regulations for damages because of bodily injury or death of any person or for damage to property; and
- 5.3.7 Claims for damages because of bodily injury or death of any person or property damage arising out of the Contracting Ownership, maintenance or use of any motor vehicle.
- 5.3.8 Where special or unusual hazards peculiar to this contract are foreseeable, Contractor shall take such steps as are necessary to insure himself against the hazards and be responsible for any damage, including water, which results from the occurrence of the hazards in connection with the performance of Work under the Contract.
- 5.3.9 The insurance required by this paragraph 5.3 shall include the specific coverage's and be written for not less than the limits of liability and coverages provided in the Supplementary Conditions, or required by law, whichever is greater. The comprehensive general liability insurance shall include completed operations insurance. All of the policies of insurance so required to be purchased and maintained (or the certificates or other evidence thereof) shall contain a provision, clause or endorsement "that the policy shall not be cancelled or changed until 15 days after the Contracting Officer has received notice as evidenced by the return receipt of registered letter." All such insurance shall remain in effect until final payment and at all times thereafter when Contractor may be correcting, removing, or replacing defective Work in accordance with paragraph 12.12.
- 5.4 **Contractual Liability Insurance.** The comprehensive general liability insurance required by paragraph 5.3 will include contractual liability insurance applicable to Contractor's obligations under paragraphs 6.30 and 6.31.
- 5.5 **Property All Risk Insurance.** Unless otherwise provided in the Supplementary Conditions, Contractor shall purchase and maintain property insurance upon the Work at the site to the full insurable value thereof (subject to such deductible amounts as may be provided in the Supplementary Conditions or required by Laws and Regulations). This insurance shall include the interests of the City of Osage Beach, Contractor, Subcontractors, in the Work, all of whom shall be listed as insured or additional insured parties, shall insure against the perils of fire and extended coverage and shall include "all risk" insurance for physical loss and damage including theft, vandalism and malicious mischief, collapse and water damage, and such other perils as may be provided in the Supplementary Conditions, and shall include damages, losses and expenses arising out of or resulting from any insured loss or incurred in the repair or replacement of any insured property (including but not limited to fees and charges of the Contracting Officers, architects, attorneys and other professionals). If not covered under the "all risk" insurance or otherwise provided in the Supplementary Conditions, Contractor shall purchase and maintain similar property insurance on portions of the Work stored on and off the site or in transit when such portions of the Work are to be included in an Application for Payment.
- 5.6 Contractor shall purchase and maintain such insurance or additional property insurance as may be required by the Supplementary Conditions or Laws and Regulations which will include the interests of the City of Osage Beach, Contractor, Subcontractors in the Work, all of whom shall be listed as insured or additional insured parties.
- 5.7 All the policies of insurance (or the certificates or other evidence thereof) required to be purchased and maintained by Contractor in accordance with paragraphs 5.6 and 5.7 will contain a provision or

endorsement "that the policy shall not be cancelled or changed until 15 days after the Contracting Officer has received notice as evidenced by the return receipt of registered letter."

- 5.8** The City of Osage Beach shall not be responsible for purchasing and maintaining any property insurance to protect the interests of Contractor, Subcontractor or others in the Work to the extent of any deductible amounts that are provided in the Supplementary Conditions. The risk of loss within the deductible amount will be borne by Contractor, Subcontractor or others suffering any such loss, and if any of them wishes property insurance coverage within the limits of such amounts, each may purchase and maintain it at the purchaser's own expense.
- 5.9 Waiver of Rights.** The Contracting Officer and Contractor waive all rights against each other for all losses and damages caused by any of the perils covered by the policies of insurance provided in response to paragraphs 5.6 and 5.7 and any other property insurance applicable to the Work, and also waive all such rights against the Subcontractors, and all other parties named as insured in such policies for losses and damages so caused. As required by paragraph 6.11, each subcontract between Contractor and a Subcontractor will contain similar waiver provisions by the Subcontractor in favor of Contracting Officer, Contractor, and all other parties named as insured. None of the above waivers shall extend to the rights that any of the insured parties may have to the proceeds of insurance held by the City of Osage Beach as trustee or otherwise payable under any policy so issued.
- 5.9.1** The Contracting Officer intends that any policies provided in response to paragraphs 5.6 and 5.7 shall protect all of the parties insured and provide primary coverage for all losses and damages caused by the perils covered thereby. Accordingly, all such policies shall contain provisions to the effect that in the event of payment of any loss or damage the insurer will have no right of recovery against any of the parties named as insured or additional insured, and if the insurers require separate waiver forms to be signed the City the Contracting Officer will obtain the same, and if such waiver forms are required of any Subcontractor, Contractor will obtain the same.
- 5.10 Receipts and Application of Proceeds.** Any insured loss under the policies of insurance required by paragraphs 5.6 and 5.7 will be adjusted with the Contracting Officer and made payable to the City of Osage Beach as trustee for the insured, as their interests may appear, subject to the requirements of any applicable mortgage clause and of paragraph 5.12. The City shall deposit in a separate account any money so received and shall distribute it in accordance with such agreement as the parties in interest may reach. If no other special agreement is reached, the damaged Work shall be repaired or replaced, the money so received applied on account thereof, and the Work and the cost thereof covered by an appropriate Change Order or Written Amendment.
- 5.11** The City of Osage Beach as trustee shall have power to adjust and settle any loss with the insured unless one of the parties in interest shall object in writing within fifteen days after the occurrence of loss to The Contracting Officer's exercise of this power. If such objection be made, the City as trustee shall make settlement with the insured in accordance with such agreement as the parties in interest may reach. If required in writing by any party in interest, City as trustee shall, upon the occurrence of an insured loss, give bond for the proper performance of such duties.
- 5.12 Acceptance of Insurance.** If the Contracting Officer has any objection to the coverage afforded by or other provisions of the insurance required to be purchased and maintained by Contractor in accordance with paragraphs 5.3 and 5.4 on the basis of its not complying with the Contract

Documents, the Contracting Officer shall notify Contractor in writing thereof within ten days of the date of delivery of such certificates in accordance with paragraph 2.7.

- 5.13 Partial Utilization--Property Insurance.** If the Contracting Officer finds it necessary to occupy or use a portion or portions of the Work prior to Completion of all the Work, such use or occupancy may be accomplished in accordance with paragraph 13.6; provided that no such use or occupancy shall commence before the insurers providing the property insurance have acknowledged notice thereof and in writing effected the changes in coverage necessitated thereby. The insurers providing property insurance shall consent by endorsement on the policy or policies, but the property insurance shall not be cancelled or lapse on account of any such partial use or occupancy.

ARTICLE 6 - CONTRACTOR'S RESPONSIBILITIES

- 6.1 Supervision and Superintendence.** Contractor shall supervise and direct the Work competently and efficiently, devoting such attention thereto and applying such skill and expertise as may be necessary to perform the Work in accordance with the Contract Documents. Contractors shall be solely responsible for the means, methods, techniques, sequences and procedures of construction. Contractor shall be responsible to see that the finished Work complies accurately with the Contract Documents.
- 6.2** Contractor shall keep on the Work at all times during its progress a competent resident superintendent, who shall not be replaced without written notice to the Contracting Officer except under extraordinary circumstances. The superintendent will be Contractor's representative at the site and shall have authority to act on behalf of Contractor. All communications given to the superintendent shall be as binding as if given to Contractor. The Contractor shall have a superintendent during all work activities including when only subcontractors are working on site.
- 6.3 Labor, Materials and Equipment.** Contractor shall provide competent, suitably qualified personnel to survey and layout the Work and perform construction as required by the Contract Documents. Contractor shall at all times maintain good discipline and order at the site. Except in connection with the safety or protection of persons or the Work or property at the site or adjacent thereto, and except as otherwise indicated in the Contract Documents, all Work at the site shall be performed during regular working hours, and Contractor will not be permit at night or on Saturday, Sunday or any legal City of Osage Beach holiday without the Contracting Officer's written consent. A minimum of 48 hours' notice is required except in case of emergency.
- 6.4** Unless otherwise specified, Contractor shall furnish and assume full responsibility for all materials, equipment labor, transportation, construction equipment and machinery, tools, appliances, fuel, power, light, heat, telephone, water, sanitary facilities, temporary facilities and all other facilities and incidentals necessary for the furnishing, performance, testing, start-up and completion of the work.
- 6.5** All materials and equipment shall be of good quality and new, except as otherwise provided in the Contract Documents. If required by the Contracting Officer, Contractor shall furnish satisfactory evidence (including reports of required tests) as to the kind and quality of materials and equipment. All materials and equipment shall be applied, installed, connected, erected, used, cleaned and conditioned in accordance with the instructions of the applicable Supplier except as otherwise provided in the Contract Documents.

- 6.5.1** Manufacturer's warranty for all material, products and equipment to be furnished by Contractor and to be incorporated into the completed Work shall be furnished to the Contracting Officer through Contractor.
- 6.5.2** Manufacturers of all materials, products and equipment shall furnish complete information as to any special condition or restriction to be applied in the use of these items. Should the manner or method of installation, specified performance or test results as set forth in the Specifications be contrary to the manufacturer's recommendations for use of the product, the manufacturer shall at once notify Contractor who shall forward the sample to the Contracting Officer for appropriate action. Lack of such notification shall be certification by Contractor that the material, products and equipment will meet Specification requirements.
- 6.5.3** Data submitted on all equipment shall include complete maintenance instructions (including preventive maintenance and operating requirement data) and parts lists in sufficient detail to facilitate ordering replacements.
- 6.6 Adjusting Progress Schedule.** Contractor shall submit to the Contracting Officer for acceptance (to the extent indicated in paragraph 2.6) adjustments in the progress schedule to reflect the impact thereon of new developments; these will conform generally to the progress schedule then in effect and additionally will comply with any provisions of the Supplementary Conditions applicable thereto.
- 6.7 Substitutes or "Or-Equal" Items.**
- 6.7.1** Whenever materials or equipment are specified or described in the Contract Documents by using the name of a proprietary item or the name of a particular Supplier, the naming of the item is intended to establish type, function and quality required. Unless the name is followed by words indicating that no substitution is permitted, the Contracting Officer may accept materials or equipment of other Suppliers if sufficient information is submitted by Contractor to allow the Contracting Officer to determine that the material or equipment proposed is equivalent or equal to that named. The procedure for review by the Contracting Officer will include the following as supplemented in the Supplementary Conditions. The Contracting Officer, from anyone other than Contractor, will not accept requests for review of substitute items of material and equipment. If Contractor wishes to furnish or use a substitute item of material or equipment, Contractor shall make written application to the Contracting Officer for acceptance thereof, certifying that the proposed substitute will perform adequately the functions and achieve the results called for by the general design, be similar and of equal substance to that specified and be suited to the same use as that specified. The application shall state that the evaluation and acceptance by the Contracting Officer of the proposed substitute will not prejudice completion of the Work, or any part thereof, within the Contract Time, or Contract Times, whether or not acceptance of the substitute for use in the Work will require a change in the Work, or any part thereof (or in the work performed by the Contracting Officer or others having a contract with the City for work on the Project) to adapt the Contract Documents to the proposed substitute, and whether or not incorporation or use of the substitute in connection with the Work is subject to payment of any license fee or royalty. All variations of the proposed substitute from that specified will be identified in the application, and available maintenance, repair and replacement service will be indicated. The application shall also contain an itemized estimate of all increases or decreases in the cost of, or the time required to perform any part

of the Work, and the corresponding adjustments in Contract Price and Contract Time, resulting directly or indirectly from evaluation and acceptance of the proposed substitute, including, but not as a way of limitation, costs and delays associated with redesign, claims of other contractors affected by the resulting substitute, all of which will be considered by The Contracting Officer in evaluating the proposed substitute. The Contracting Officer may require Contractor to furnish at Contractor's expense additional data about the proposed substitute.

- 6.7.2** If a specific means, method, technique, sequence or procedure of construction is indicated in or required by the Contract Documents, Contractor may furnish or utilize a substitute means, method, sequence, technique or procedure of construction acceptable to the Contracting Officer, if Contractor submits sufficient information to determine that the substitute proposed is equivalent to that indicated or required by the Contract Documents. The procedure for review by the Contracting Officer will be similar to that provided in paragraph 6.7.1 and as may be supplemented in the Supplementary Conditions.
- 6.7.3** The Contracting Officer will be allowed a reasonable time within which to evaluate each proposed substitute. The Contracting Officer will be the sole judge of acceptability, and no substitute will be ordered, installed or utilized without Contracting Officer's prior written acceptance, which will be evidenced by a Change Order. The Contracting Officer may require Contractor to furnish at Contractor's expense a special performance guarantee or other surety with respect to any substitute. The Contractor shall reimburse the Contracting Officer for all costs incurred, including consultant fees, to evaluate the proposed substitution. In the event that substitute materials or equipment are accepted and are less costly than the originally specified materials or equipment, then the net difference in cost shall benefit The Contracting Officer, and an appropriate deductive Change Order shall be executed to reflect the difference in cost. If The Contracting Officer estimates that the deduction proposed by Contractor does not, in the Contracting Officer's reflect the net difference in cost, then this shall be adequate justification to reject the proposed substitute.

6.8 Concerning Subcontractors, Suppliers and Others.

- 6.8.1** Contractor shall not employ any Subcontractor, Supplier or other person or organization (including those acceptable to The Contracting Officer as indicated in paragraph 6.8.2), whether initially or as a substitute, against whom the Contracting Officer may have reasonable objection. Contractor shall not be required to employ any Subcontractor, Supplier or other person or organization to furnish or perform any of the Work against whom Contractor has reasonable objection.
- 6.8.2** A Subcontractor or Supplier or other person or organization identified in Contractor's Bid and not objected to in writing by the Contracting Officer prior to the Notice of Award will be deemed acceptable to the City. All other Subcontractors and Suppliers shall be deemed accepted if the Contracting Officer does not deliver a written objection thereto within 45 days after Contractor's written identification of such Subcontractors and Suppliers. However, if the Contracting Officer has reasonable objection to any Subcontractor or Supplier whether identified in the Proposal or subsequently, Contractor shall submit an acceptable substitute without entitlement to any change in the Contract Price or the Contract Time. After acceptance by the Contracting Officer of any particular Subcontractor or Supplier, Contractor shall make no substitution without written approval of the Contracting Officer, which may be granted or withheld at the Contracting Officer's sole discretion. No acceptance by Contracting Officer of any such Subcontractor, Supplier, or other

person or organization shall constitute a waiver of any right of Contracting Officer to reject Defective Work.

6.9 Concerning Subcontractors Responsibility.

6.9.1 Contractor shall be fully responsible to the Contracting Officer for all acts and omissions of the Subcontractors, Suppliers and other persons and organizations performing or furnishing any of the Work under a direct or indirect contract with Contractor just as Contractor is responsible for Contractor's own acts and omissions. Nothing in the Contract Documents shall create any contractual relationship between the Contracting Officer and any such Subcontractor, Supplier or other person or organization, nor shall it create any obligation on the part of the Contracting Officer to pay or to see to the payment of any moneys due any such Subcontractor, Supplier or other person or organization except as may otherwise be required by Laws and Regulations.

6.9.2 The Contracting Officer may furnish to any Subcontractor or Supplier, to the extent practicable, evidence of the payments made to Contractor on account of specific Work done. Shop drawings of various trades shall be reviewed and approved by Contractor before submittal to the Contracting Officer for approval, to ascertain that the installation proposed does not conflict with the structured support or space requirement.

6.10 Concerning Specifications and Subcontractors. The Specifications and the identifications of any Drawings shall not control Contractor in dividing the Work among Subcontractors or Suppliers or delineating the Work to be performed by any specific trade. The Specifications are complementary, and anything mentioned or shown in the Specifications or in a specific trade Drawing shall be of like effect as if shown in all of the Specifications and in all drawings.

6.11 All Work performed for Contractor by a Subcontractor will be pursuant to an appropriate agreement between Contractor and the Subcontractor which specifically binds the Subcontractor to the applicable terms and conditions of the Contract Documents for the benefit of the Contracting Officer and contains waiver provisions as required by paragraph 5.10. Contractor shall pay each Subcontractor a just share of any insurance moneys received by Contractor on account of losses under policies issued pursuant to paragraphs 5.6 and 5.7.

6.12 Patent Fees and Royalties. Contractor shall pay all license fees and royalties and assume all costs incident to the use in the performance of the Work or the incorporation in the Work of any invention, design, process, product or device which is the subject of patent rights or copyrights held by others. If a particular invention, design, process, product or device is specified in the Contract Documents for use in the performance of the Work and if to the actual knowledge of Contracting Officer its use is subject to patent rights or copyrights calling for the payment of any license fee or royalty to others, the existence of such rights shall be disclosed by The Contracting Officer in the Contract Documents. Contractor shall indemnify and hold harmless the Contracting Officer and anyone directly or indirectly employed by either of them from and against all claims, damages, losses and expenses (including attorney's fees and court and arbitration costs) arising out of any infringement of patent rights or copyrights incident to the use in the performance of the Work or resulting from the incorporation in the Work of any invention, design, process, product or device not specified in the Contract Documents, and shall defend all such claims in connection with any alleged infringement of such rights.

- 6.13 Permits.** Unless otherwise provided in the Supplementary Conditions, Contractor shall obtain and pay for all construction permits, licenses and inspection fees required by highway departments, railroads, or others that are necessary for the prosecution of the Work.
- 6.14 Laws and Regulations.**
- 6.14.1** Contractor shall give all notices and comply with all Laws and Regulations applicable to furnishing and performance of the Work, except where otherwise expressly required by applicable Laws and Regulations.
- 6.14.2** If Contractor observes that the Specifications or Drawings are at variance with any Laws or Regulations, Contractor shall give the Contracting Officer prompt written notice thereof, and any necessary changes will be authorized by one of the methods indicated in paragraph 3.4. If Contractor performs any Work knowing or having reason to know that it is contrary to such Laws or Regulations, and without such notice to the Contracting Officer, Contractor shall bear all costs arising there from; however, it shall not be Contractor's primary responsibility to make certain that the Specifications and Drawings are in accordance with such Laws and Regulations.
- 6.15 Taxes.** Contractor shall pay all sales, consumer, use and other similar taxes required to be paid by Contractor in accordance with the Laws and Regulations of the place of the project, which are applicable during the performance of Work.
- 6.16 Use of Premises.** Contractor shall confine construction equipment, the storage of materials and equipment, and the operations of workers to the Project site and land and areas identified in and permitted by the Contract Documents and other land and areas permitted by Laws and Regulations, rights-of-way, permits and easements, and shall not unreasonably encumber the premises with construction equipment or other materials or equipment. Contractor shall assume full responsibility for any damage to any such land or area, or to the Contracting Officer or occupant thereof or of any land or areas contiguous thereto, resulting from the performance of the Work. Should any claim be made against the Contracting Officer or occupant because of the performance of the Work, Contractor shall promptly attempt to settle with such other party by agreement or otherwise resolve the claim by arbitration or at law. Contractor shall, to the fullest extent permitted by Laws and Regulations, indemnify and hold the City of Osage Beach harmless from and against all claims, damages, losses and expenses arising directly, indirectly or consequentially out of any action, legal or equitable, brought by any such other party against the City of Osage Beach to the extent based on a claim arising out of Contractor's performance of the Work.
- 6.17 During the progress of the Work,** Contractor shall keep the premises free from accumulations of waste materials, rubbish and other debris resulting from the Work. At the completion of the Work, Contractor shall remove all waste materials, rubbish and debris from and about the premises as well as all tools, appliances, construction equipment and machinery, and surplus materials, and shall leave the site clean and ready for occupancy by the City of Osage Beach. Contractor shall restore to original condition all property not designated for alteration by the Contract Documents.
- 6.18 Contractor shall not load nor permit** any part of any structure to be loaded in any manner that will endanger the facilities, nor shall Contractor subject any part of the Work or adjacent property to stresses or pressures that will endanger it.

- 6.19 Record Documents.** Contractor shall maintain in a safe place one record copy of all Drawings, Specifications, Addenda, Change Orders, Field Orders and written interpretations and clarifications (issued pursuant to Article 9) in good order and annotated to show all changes made during construction. These record documents together with all accepted samples and a counterpart of all accepted Shop Drawings will be available to the Contracting Officer for reference. Contractor will be required to review with the Contracting Officer the status of all record documents in connection with evaluation of an Application for Payment. Failure to maintain record documents current may be just cause to recommend withholding of payments for Work performed. Upon completion of the Work, these record documents, samples and Shop Drawings will be delivered to the Contracting Officer.
- 6.20 Safety and Protection.** Contractor shall be responsible for initiating, maintaining and supervising all safety precautions and programs in connection with the Work. Contractors shall take all necessary precautions for the safety of, and shall provide the necessary protection to prevent damage, injury or loss to:
- 6.20.1** All employees on the Work and other persons and organizations who may be affected thereby;
- 6.20.2** All the Work and materials and equipment to be incorporated therein, whether in storage on or off the site;
- 6.20.3** Other property at the site or adjacent thereto, including trees, shrubs, lawns, walks, pavements, roadways, structures, utilities and Underground Facilities not designated for removal, relocation or replacement in the course of construction. Contractor shall comply with all applicable Laws and Regulations of any public body having jurisdiction for the safety of persons or property or to protect them from damage, injury or loss; and shall erect and maintain all necessary safeguards for such safety and protection. Contractor shall notify the Owners of adjacent property and of Underground Facilities and utility companies when prosecution of the Work may affect them, and shall cooperate with them in the protection, removal, relocation and replacement of their property. All damage, injury or loss to any property referred to in paragraph 6.20.2 or 6.20.3 caused, directly or indirectly, in whole or in part, by Contractor, any Subcontractor, Supplier or any other person or organization directly or indirectly employed by any of them to perform or furnish any of the Work or anyone for whose acts any of them may be liable, shall be remedied by Contractor (except damage or loss attributable to the fault of Drawings or Specifications or to the acts or omissions of Contracting Officer or anyone employed by either of them or anyone for whose acts either of them may be liable, and not attributable, directly or indirectly, in whole or in part, to the fault or negligence of Contractor). Contractor's duties and responsibilities for the safety and protection of the Work shall continue until such time as all the Work is completed.
- 6.21 Contractor shall designate a responsible representative** at the site whose duty shall be the prevention of accidents. This person shall be Contractor's superintendent unless otherwise designated in writing by Contractor to the Contracting Officer.
- 6.22 In emergencies affecting the safety or protection of persons** or the Work or property at the site or adjacent thereto, Contractor, without special instruction or authorization from the Contracting Officer, is obligated to act to prevent threatened damage, injury or loss. Contractor shall give the Contracting Officer prompt written notice if Contractor believes that any significant changes in the Work or variations from the Contract Documents have been caused thereby.

- 6.23 Shop Drawings and Samples.** After checking and verifying all field measurements and after complying with applicable procedures specified, Contractor shall submit to the Contracting Officer for review and acceptance in accordance with the accepted schedule of Shop Drawing submissions (see paragraph 2.6), or for other appropriate actions if so indicated in the Supplementary Conditions, five copies for use by the Contracting Officer plus additional copies as required by Contractor (unless otherwise specified) of all Shop Drawings, which will bear a stamp or specific written indication that Contractor has satisfied Contractor's responsibilities under the Contract Documents with respect to the review of the submission. All submissions will be identified as the Contracting Officer may require. The data shown on the Shop Drawings will be complete with respect to quantities, dimensions, specified performance and design criteria, materials and similar data to enable Contracting Officer to review the information as required.
- 6.24 Contractor shall also submit** to the Contracting Officer for review and accept with such promptness as to cause no delay in Work, all samples required by the Contract Documents. All samples will have been checked by and accompanied by a specific written indication that Contractor has satisfied Contractor's responsibilities under the Contract Documents with respect to the review of the submission and will be identified clearly as to material, Supplier, pertinent data such as catalog numbers and the use for which intended.
- 6.24.1** Before submission of each shop drawing or sample, Contractor shall have determined and verified all quantities, dimensions, specified performance criteria, installation requirements, materials, catalog numbers and similar data with respect thereto and reviewed or coordinated each Shop Drawing or sample with other Shop Drawings and samples and with the requirements of the Work and the Contract Documents
- 6.24.2** At the time of each submission, Contractor shall give the Contracting Officer specific written notice of each variation that the Shop Drawings or samples may have from the requirements of the Contract Documents and, in addition, shall cause a specific notation to be made on each Shop Drawing submitted to The Contracting Officer for review and acceptance of each such variation.
- 6.25 The Contracting Officer will review** and accept with reasonable promptness Shop Drawings and samples, but the Contracting Officer's review and acceptance will be only for conformance with the design concept of the Project and for compliance with the information given in the Contract Documents and the accuracy of other matters that may be contained in the submittals, including but not limited to such matters as dimensions, quantities, performance of equipment and systems designed by Contractor, the Contracting Officering design furnished by Contractor, Contractor's means, methods, techniques, sequences or procedures of construction (except where a specific means, method, technique, sequences, and procedures of construction is indicated in or required by the Contract Documents) or to safety precautions or program incident thereto, the correctness of which shall remain the sole responsibility of Contractor. The review and acceptance of a separate item as such will not indicate acceptance of the assembly in which the item functions. Contractor shall make corrections required by the Contracting Officer, and shall return the required number of corrected copies of Shop Drawings and submit as required new samples for review and acceptance. Contractor shall direct specific attention in writing to revisions other than the corrections called for by the Contracting Officer on previous submittals.

6.25.1 When reviewed by the Contracting Officer, each submittal of Shop Drawings and samples will be returned to Contractor as either "Accepted," "Accepted as Noted," "Not Accepted" or "Revise and Resubmit." Submittals stamped as "Accepted" or "Accepted as Noted" will indicate the Contracting Officer's acceptance thereof, subject to the provisions of paragraph 6.26 of the General Conditions.

6.25.2 Contractor shall revise and correct Shop Drawings and samples and resubmit them to the Contracting Officer for second time review and return pursuant to paragraph 6.26.

6.25.3 The Contracting Officer will provide reviews of a submittal/resubmittal a maximum of two times, after which the cost of the review shall be borne by Contractor. In the event Contractor fails to pay such costs within 30 days after receipt of an invoice from The Contracting Officer, the unpaid amount will be deducted from Contractor's pay estimates and charged to the Contract.

6.26 The Contracting Officer's review and acceptance of Shop Drawings or samples shall not relieve Contractor from responsibility for any variation from the requirements of the Contract documents unless Contractor has in writing called the Contracting Officer's attention to each such variation at the time of acceptance of each such variation by specific written notice thereof incorporated in or accompanying the Shop Drawing or sample approval; nor will any approval by the Contracting Officer relieve Contractor from responsibility for errors or omissions in the Shop Drawings or from responsibility for having complied with the provisions of paragraph 6.25.1.

6.27 Where a Shop Drawing or sample is required by the Specifications, any related Work performed prior to the Contracting Officer's review and acceptance of the pertinent submission will be the sole expense and responsibility of Contractor.

6.28 Continuing the Work. Contractor shall carry on the Work and adhere to the progress schedule during all disputes or disagreements with City. No Work shall be delayed or postponed pending resolution of any disputes or disagreements, except as permitted by paragraph 14.5 or as Contractor and the Contracting Officer may otherwise agree in writing.

6.29 Indemnification. To the fullest extent permitted by Laws and Regulations, Contractor shall indemnify and hold harmless the City of Osage Beach and their consultants and each of their directors, officers, agents and employees from and against all claims, damages, losses and expenses, direct, indirect or consequential arising out of or resulting from the performance of the Work, provided that any such claim, damage, loss or expense (a) is attributable to bodily injury, sickness, disease or death, or to injury to or destruction of tangible property (other than the Work itself) including the loss of use resulting there from and (b) is caused in whole or in part by any negligent act or omission of Contractor, any Subcontractor, any person or organization directly or indirectly employed by any of them to perform or furnish any of the Work, or anyone for whose acts any of them may be liable, regardless of whether or not it is caused in part by a party indemnified hereunder or arises by or is imposed by Law and Regulations regardless of the negligence of any such party.

6.30 In any and all claims against indemnified parties by any employee of Contractor, any Subcontractor, any person or organization directly or indirectly employed by any of them to perform or furnish any of the Work or anyone for whose acts any of them may be liable, the indemnification obligation under this paragraph shall not be limited in any way by any limitation on the amount or type of damages, compensation or benefits payable by or for Contractor or any such Subcontractor

or other persons or organization under workers' or workmen's compensation acts, disability benefit acts or other employee benefit acts.

- 6.31 The obligations of Contractor** under paragraph 6.30 shall not extend to the liability of the City of Osage Beach, consultants, and each of their directors, officers, agents or employees arising out of the preparation or acceptance of maps, drawings, opinions, reports, surveys, Change Orders, designs or specifications.
- 6.32 Project Meetings.** Contractor, along with appropriate Subcontractors, shall attend project meetings pursuant to the provisions of the Contract Documents or, if none stated, as requested by the Contracting Officer, for the purpose of discussing and resolving matters concerning the various elements of the Work.
- 6.33 Contractor not The Contracting Officer's Agent.** Contractor shall perform all Work under this Agreement as an independent Contractor and shall not be considered as an agent of the City of Osage Beach, nor shall Contractor's Subcontractors or employees be considered agents of the City.
- 6.34 Authorized representatives** of any governmental agency involved in the project shall have access to the work wherever it is in preparation or progress. The Contractor shall provide proper facilities for access and inspection of the work by authorized representatives of such agencies; or any authorized representative shall have access to any books, documents, papers and records of the Contractor, which are pertinent to the project for the purpose of making audit, examination, excerpts and transcriptions thereof.

ARTICLE 7 - OTHER WORK

- 7.1 The City of Osage Beach may perform other work** related to the Project at the site by City forces, have other work performed by utility, or let other direct contracts therefore which shall contain General Conditions similar to these. If the fact that such other work is to be performed was not noted in the Contract Documents, written notice thereof will be given to Contractor prior to starting any such other work; and, if Contractor believes that such performance will involve additional expense to Contractor or requires additional time and the parties are unable to agree as to the extent thereof, Contractor may make a claim therefor as provided in Articles 10 and 11.
- 7.2 Contractor shall afford** each utility the Contracting Officer and other contractor who is a party to such a direct contract proper and safe access to the site and a reasonable opportunity for the introduction and storage of materials and equipment and the execution of such work and shall properly connect and coordinate the Work with theirs. Contractor shall do all cutting, fitting and patching of the Work that may be required to make its several parts come together properly and integrate with such other Work. Contractors shall not endanger any work of others by cutting, excavating or otherwise altering their work and will only cut or alter their work with the written consent of Contracting Officer and the others whose work will be affected. The duties and responsibilities of Contractor under this paragraph are for the benefit of such utility and other contractors to the extent that there are comparable provisions for the benefit of Contractor in said direct contracts between The City of Osage Beach and such utility and other contractors.
- 7.3 If any part of Contractor's Work depends** for proper execution or results upon the work of any such other contractor or utility the City of Osage Beach, Contractor shall inspect and promptly report to Contracting Officer in writing any delays, defects or deficiencies in such work that render it unavailable or unsuitable for such proper execution and results. Contractor's failure so to report

will constitute an acceptance of the other work as fit and proper for integration with Contractor's Work except for latent or nonapparent defects and deficiencies in the other work.

- 7.4 Coordination.** If the City of Osage Beach contracts with others for the performance of other work on the Project at the Site, the person or organization who will have authority and responsibility for coordination of the activities among the various prime contractors will be identified in the Supplementary Conditions, and the specific matters to be covered by such authority and responsibility will be itemized, and the extent of such authority and responsibilities will be provided, in the Supplementary Conditions.

ARTICLE 8 – CONTRACTING OFFICER’S STATUS DURING CONSTRUCTION

- 8.1 Contracting Officer’s Responsibilities.** The Contracting Officer is the designated official representative of the City of Osage Beach and answers to the Mayor and Board of Aldermen. The Contracting Officer is responsible for the day-to-day administration of the contract. All changes in contract compensation or time must be made only with the written approval of the Contracting Officer. The Board of Aldermen must approve all changes of more than \$5000.
- 8.1.1** The Contracting Officer may designate an authorized technical representative (COTR) and / or Project Inspector’s during the course of the project. Such designations will be in writing. These delegated authorizations cannot make changes in contract compensation or time.
- 8.2 Visits to Site.** The COTR will make visits to the site and the Contractor's manufacturing plant at intervals appropriate to the various stages of construction to observe the progress and quality of the executed Work and to determine, in general, if the Work is proceeding in accordance with the Contract Documents. COTR will not be required to make exhaustive or continuous inspections to check the quality or quantity of the Work. COTR’s efforts will be directed toward providing for the Contracting Officer a greater degree of confidence that the completed Work will conform to the Contract Documents. On the basis of such visits and observations will keep the Contracting Officer informed of the progress of the Work and will endeavor to guard the City against defects and deficiencies in the Work.
- 8.3 Project Representation.** The Contracting Officer will designate in writing an authorized technical representative (COTR) for the purpose of performing the day-to-day administration of the contract and inspection of the work. The duties, responsibilities and limitations of authority of any such COTR and Project Inspectors will be authorized by the Contracting Officer.
- 8.4 Clarifications and Interpretations.** The Contracting Officer will issue with reasonable promptness such written clarifications or interpretations of the requirements of the Contract Documents (in the form of Drawings or otherwise) as necessary, which shall be consistent with or reasonably inferable from the overall intent of the Contract Documents. If Contractor believes that a written clarification or interpretation justifies an increase in Contract Price or an extension of Contract Time, Contractor shall be required to deliver a written notice thereof to the Contracting Officer.
- 8.5 Authorized Variations in Work.** The Contracting Officer may authorize minor variations in the Work from the requirements of the Contract Documents, which do not involve an adjustment in the Contract Price or the Contract Time and are consistent with the overall intent of the Contract Documents.

- 8.6 Rejecting Defective Work.** The Contracting Officer, based on his observations, will have authority to disapprove or reject Work at any time during the completion of the Work, which is believed to be Defective. The Contracting Officer will also have authority to require special inspection or testing of the Work as provided in Paragraph 12.9. When Contractor has been notified by the Contracting Officer of disapproval or rejection of Defective Work, Contractor shall take immediate action to correct it.
- 8.7 Shop Drawings.** In connection with the Contracting Officer's responsibility for Shop Drawings and samples see paragraphs 6.23 through 6.27 inclusive.
- 8.8 Change Orders.** In connection with the Contracting Officer's responsibilities as to Change Orders, see Articles 9, 10 and 11.
- 8.9 Payments.** In connection with the Contracting Officer's responsibilities in respect of Applications for Payments, etc., See Article 13.
- 8.10 Determinations for Lump Sum Prices.** The Contracting Officer will determine the completion and classifications of Lump Sum Work performed by Contractor. The Contracting Officer will review with Contractor preliminary determinations on such matters before rendering a written decision thereon (by recommendation of an Application for Payment or otherwise). The Contracting Officer's written decisions thereon will be final and binding upon Contractor unless, within ten days after the date of any such decision, the Contractor delivers to Contracting Officer written notice of intention to appeal from such a decision.
- 8.11 Decisions on Disputes.** The Contracting Officer will be the interpreter of the requirements of the Contract Documents and judge of the acceptability of the Work there under. Claims, disputes and other matters relating to acceptability of the Work or the interpretation of the requirements of the Contract Documents pertaining to the performance and furnishing of the Work and Claims under Articles 10 and 11 in respect of changes in the Contract Price or Contract Time will be referred to the Contracting Officer in writing with a request for a formal decision in accordance with this paragraph, which the Contracting Officer will render in writing within a reasonable time. Written notice of each such claim, dispute and other matter will be delivered by the claimant to the Contracting Officer promptly (but in no event later than thirty days) after the occurrence of the event giving rise thereto and written supporting data will be submitted to the Contracting Officer within sixty days after such occurrence.
- 8.12 The rendering of a decision** by the Contracting Officer pursuant to paragraphs 8.10 and 8.11 with respect to any such claim, dispute or other matter (except any which have been waived by the making or acceptance of final payment as provided in paragraph 12.13) will be a condition precedent to any exercise by the Contracting Officer or Contractor of such rights or remedies as either may otherwise have under the Contract Documents or by Laws or Regulations in respect of any such claim, dispute or other matter.

- 8.13 Limitations on the Contracting Officer's Responsibilities.** Whenever in the Contract Documents the terms "as ordered," "as directed," "as required," "as allowed," "as approved" or terms of like effect or import are used, or the adjectives "reasonable," "suitable," "acceptable," "proper" or "satisfactory" or adjectives of like effect or import are used to describe a requirement, direction, review or judgment of the Contracting Officer as to the Work, it is intended that such requirement, direction, review or judgment will be solely to evaluate the Work for compliance with the Contract Documents.
- 8.14 The Contracting Officer will not be responsible for Contractor's means, methods, techniques, sequences or procedures of construction, or the safety precautions and programs incident thereto, and The Contracting Officer will not be responsible for Contractor's failure to perform or furnish the Work in accordance with the Contract Documents.**
- 8.15 The Contracting Officer will not be responsible for the acts or omissions of Contractor or of any Subcontractor, any Supplier, or of any other person or organization performing or furnishing any of the Work.**

ARTICLE 9 - CHANGES IN THE WORK

- 9.1 Without invalidating the Agreement,** the Contracting Officer may, at any time or from time to time, without notice to any surety, order additions, deletions or revisions in the Work or other requirement, which the performance of, or compliance with, is established in the provisions of the Contract Documents. These will be authorized by duly executed Change Orders, initiated by The Contracting Officer. Upon receipt of any such document, Contractor shall promptly proceed with the Work involved which will be performed under the Supplementary Conditions of any such document and the applicable provisions of the Contract documents (except as otherwise specifically noted). If any Change Order, Written Amendment or Change Order Request justifies an increase or decrease in Contract Price, or an extension or shortening in Contract Time, an adjustment will be made in accordance with Articles 10 and 11 of the General Conditions, pursuant to Contractor's waiver of future claims, and the Agreement will be amended in writing.
- 9.2 When changes under paragraph 9.1 are contemplated** by the Contracting Officer, a Change Order Request will be issued requesting a quotation from Contractor. Quotations documenting the basis for any proposed adjustment in Contract Price or Contract Time shall be submitted in accordance with Articles 10 or 11.
- 9.3 Upon receipt of Contractor's quotation** under paragraph 9.2, and if the Contracting Officer agrees to the increase (decrease) in the cost or the time required to perform any part of the Work, and orders the change, the Contracting Officer will approve the adjustment, secure Contractor's waiver in accordance with paragraph 9.6, and execute the Change Order. If the parties cannot agree and the Contracting Officer orders the change or concludes that a change under paragraph 9.2 is not ordered, Contractor will be required to proceed with the Work involved.
- 9.4 In pricing or asserting claims for changes** under this Article, Contractor acknowledges and agrees that no adjustment shall be made (1) for any escalation costs for any part of the Work which is not delayed beyond the applicable latest possible dates specified in the approved progress schedule, or (2) for which an adjustment has been provided for, limited as to extent, or excluded under any other provisions of the Contract Documents.

- 9.5 The increase or decrease in Contract Price or Contract Time**, or both, stated in a Change Order shall unequivocally comprise the total price and/or time adjustment due or owed for the Work or changes defined in the Change Order. By executing a Change Order, Contractor acknowledges and agrees that the stipulated increases or decreases in Contract Price and/or Time represent full compensation for all increases or decreases in the cost of or the time required to perform the entire Work under the Contract arising directly or indirectly from the change, including the costs and delays associated with the interruption of schedules, extended overheads, delay, loss of momentum, acceleration to overcome delays and loss of momentum, and cumulative impacts or ripple effect. Signing of a Change order constitutes full and mutual accord and satisfaction for the adjustment in Contract Price or Contract Time as a result of increases or decreases in cost and time of performance caused directly and indirectly from the change, subject to the scope of the Work set forth in the Contract Documents. Acceptance of this waiver constitutes an agreement between the Contracting Officer and Contractor that the Change Order reflects the proper adjustment to the Contract, and that Contractor will waive all rights to file a claim on our Change Order after it is properly executed.
- 9.6 Additional work performed by Contractor** without a duly executed Change Order will not entitle Contractor to an increase in Contract Price or an extension in Contract Time, except in case of an emergency as provided in paragraph 6.22 and except as provided in paragraph 13.9.
- 9.7 The Contracting Officer will prepare appropriate Change Orders** covering changes in the Work which are required, or because of uncovering Work, or as provided in paragraph 10.8 of the General Conditions or in other parts of the Contract Documents.
- 9.8 If notice of any change affecting the general scope of the Work** or the provisions of the Contract Documents (including, but not limited to, Contract Price or Contract Time) is required by the provisions of any Bond to be given to a surety, it will be the responsibility of Contractor to so notify the surety, and the amount of each applicable Bond shall be adjusted accordingly. Contractor shall furnish proof of such adjustment to the Contracting Officer.

ARTICLE 10 - CHANGE OF CONTRACT PRICE

- 10.1 The Contract Price constitutes the total compensation** (subject to authorized adjustments) payable to Contractor for performing the Work. All duties, responsibilities and obligations assigned to or undertaken by Contractor shall be at his expense without change in the Contract Price.
- 10.2 The Contract Price may only be changed by a Change Order.** Contractor shall deliver to the Contracting Officer a written change order request within seven days, or earlier if so required elsewhere in the Contract Documents, of the occurrence of an event that Contractor believes entitles him to a change in the Contract Price. Failure of Contractor to comply with the time requirements for delivery of written notice shall be considered to be a waiver by Contractor of any claim for an increase in the Contract Price.
- 10.2.1** Contractor's quotation with all supporting data shall be delivered within fifteen days of such notice or within twenty-two days of such occurrence, whichever is later, unless the Contracting Officer allows an additional period of time to ascertain accurate cost data. Contractor must

prove that additional costs were necessarily incurred which meet the criteria set forth in this Article, despite Contractor's reasonable, prudent, and diligent efforts to prevent such costs. Any delays in the submittal of quotations will not justify a delay or constitute a basis for an extension of Contract Time.

10.2.2 Contractor's quotation shall be submitted in a form acceptable to the Contracting Officer and shall remain firm for a period of at least 60 days from delivery of the quotation. The quotation shall include an itemized estimate of all costs and time for performance that will result directly or indirectly from the changes described. Unless otherwise directed, itemized estimates shall be in accordance with the requirements of Articles 10 and 11 and in sufficient detail to reasonably permit an analysis by the Contracting Officer of all material, labor, equipment, subcontract, and overhead costs and fees and shall cover all aspects of the Work involved in the change, whether such was deleted, added, changed or impacted. Any amount claimed for Subcontractors or Suppliers shall be similarly supported. Itemized schedule adjustments shall be in sufficient detail to permit an analysis of schedule impact as required. Notwithstanding the request for quotation, Contractor shall carry on the Work and maintain the progress schedule.

10.2.3 Contractor may request an adjustment in contract compensation in time to do undocumented changes that have been made to the contract scope, or intent. These changes may have been initiated by undocumented field directions, or as a Contracting Officer's clarification or interpretation, or in an approving a Shop Drawing or sample. Notice given to the Contracting Officer in a timely manner and does not exceed forty-eight hours after the action occurred. No claim by Contractor will be allowed if the notice is submitted after the Work involved has commenced or after final payment under the Agreement.

10.3 The value of any Work covered by a Change Order or of any claim for an increase or decrease in the Contract Price shall be determined in one of the following ways:

10.3.1 Lump Sum Prices included in the Contract: Where the Work involved is covered by lump sum prices included in the Bid Form, the Contract Price shall be adjusted by the lump sum prices.

10.3.2 Unit Prices Included in the Contract: Where the Work involved is covered by unit prices included in the Bid Form, and the actual quantities required differ from those shown on the Bid Form, or those indicated in the Contract Documents, the Contract Price shall be adjusted by application of unit prices to the actual quantities of the items involved.

10.3.3 Negotiated Unit Prices: If the Work involved is not covered by unit prices contained in the Contract Documents, unit prices may be negotiated on the basis of costs estimated in accordance with paragraph 10.4.

10.3.4 Negotiated Lump Sum: If the Contract Price is adjusted on the basis of an agreed to lump sum, and the costs are estimated in accordance with paragraph 10.4.

10.3.5 Cost of the Work: Where the Contracting Officer and Contractor cannot agree on any of the methods described above, The Contracting Officer may direct Contractor to proceed on the basis of the actual costs of the Work involved in accordance with paragraph 10.4.

10.4 Cost of the Work. The term Cost of the Work means the sum of all costs necessarily incurred and paid by Contractor in the proper performance of the Work. Except as otherwise may be agreed to in writing by the Contracting Officer, such costs shall be in amounts no higher than those prevailing in the locality of the Project, shall include only the following items, and shall not include any of the costs itemized in paragraph 10.5:

10.4.1 Payroll costs for employees in the direct employment of Contractor in the performance of the Work under schedules of job classifications agreed upon by the Contracting Officer and Contractor. Payroll costs for employees not employed full time on the Work shall be apportioned on the basis of their time spent on the Work. Payroll costs shall include, but not be limited to, salaries and wages plus the cost of fringe benefits which shall include social security contributions, unemployment, excise and payroll taxes, workers' or workmen's compensation, health and retirement benefits, bonuses, sick leave, vacation and holiday pay applicable thereto. Such employees shall include superintendents and foremen at the site.

10.4.2 Cost of all materials and equipment furnished and incorporated in the Work, including costs of transportation and storage thereof, and Suppliers' field services required in connection therewith. All cash discounts shall accrue to Contractor unless the Contracting Officer deposits funds with Contractor with which to make payments, in which case the cash discounts shall accrue to the Contracting Officer. All trade discounts, rebates and refunds and all returns from sale of surplus materials and equipment shall accrue to the Contracting Officer, and Contractor shall make provisions so that they may be obtained.

10.4.3 Payments made by Contractor to the Subcontractors for Work performed by Subcontractors. The Contractor shall obtain competitive bids from Subcontractors acceptable to Contractor and shall deliver such bids to the Contracting Officer who will then determine which bids will be accepted. If a subcontract provides that the Subcontractor is to be paid on the basis of Cost of the Work Plus a Fee, the Subcontractor's Cost of Work shall be determined in the same manner as Contractor's Cost of Work. All subcontracts shall be subject to the other provisions of the Contract Documents insofar as applicable.

10.4.4 Equipment costs, including the ownership or rental costs, and operating costs, for individual construction equipment and machinery and the parts thereof whose replacement value is in excess of \$1,000. Transportation, loading and unloading, installation, dismantling and removal costs shall be included only if such equipment is imported to the site solely to perform the Work involved. Such equipment costs shall cease when the use thereof is no longer necessary to perform the Work involved. If equipment rental rates are utilized, they shall not exceed the rate determined from the Equipment Rental Blue Book, Vol. 2. The rate shall be determined by dividing the appropriate monthly rental rate by 160 and adding the hourly operating rate indicated for the piece of equipment.

10.4.5 Costs of premiums for additional Bonds or insurance required solely because of the changes involved.

10.5 The term Cost of the Work shall not include any of the following:

10.5.1 Payroll costs and other compensations of owners, executives, principals (of partnership and sole proprietorships), general managers, the engineers, architects, estimators, attorneys, auditors, accountants, purchasing and contracting agents, expeditors, timekeepers, clerks and other personnel employed by Work and not specifically included in the agreed upon schedule of job classifications, referred to in paragraph 10.4.1, all of which are to be considered administrative costs covered by the Contractor's Fee.

10.5.2 Expenses of Contractor's principal and branch offices other than Contractor's office at the site.

10.5.3 Any part of Contractor's capital expenses, including interest in Contractor's capital employed for the Work and charges against Contractor for delinquent payments.

10.5.4 Cost of premiums for all Bonds and for all insurance whether or not Contractor is required by the Contract Documents to purchase and maintain the same (except for the cost of premiums covered by subparagraph 10.4.5 above).

10.5.5 Costs due to the negligence of Contractor, any Subcontractor, or anyone directly or indirectly employed by any of them or for whose acts any of them may be liable, including but not limited to, the correction of defective Work, disposal of materials or equipment wrongly supplied and making good any damage to property.

10.5.6 Other overhead or general expense costs of any kind and the costs of any item not specifically and expressly included in paragraph 10.4.

10.6 Contractor's Fee. The Contractor's fee allowed to Contractor for overhead and profit shall be determined by negotiations. The objective of negotiations shall be the exercise of sound business judgment including agreement on reasonable overhead rates, and fair and reasonable profit based on assumptions of risk, exposure to weather, size of the change, percent of subcontracted Work, labor to material ratio, equipment requirements, and time of performance. In no case, however, shall the fee for overhead and profit exceed the following percentages of the various portions of the Cost of the Work:

10.6.1 For costs incurred under paragraphs 10.4.1 and 10.4.2, the Contractor's fee shall not exceed 15%.

10.6.2 For costs incurred under paragraph 10.4.3 and for Work performed by a Contractor's Subcontractor, the Contractor's fee shall not exceed 10% and the Subcontractor's fee shall not exceed 15%; for costs incurred under paragraph 10.4.3 and work performed by a Subcontractor's Subcontractor, the Contractor's and the Subcontractor's fee shall each not exceed 5% and 5%, and the Subcontractor's fee shall not exceed 15%;

10.6.3 No fee shall be payable on the basis of costs itemized under paragraphs 10.4.4, 10.4.5 and 10.5 of the General Conditions.

10.6.4 The amount of credit to be allowed by Contractor to the Contracting Officer for any such a change which results in a net decrease in cost will be the amount of the actual net decrease plus a deduction in Contractor's fee in accordance with the following:

- 10.6.5** When both additions and credits are involved in one change, and the additions exceed the credits, the adjustment in Contractor's fee shall be computed on the amount by which the additions exceed the credits, except that no adjustments shall be allowed on the costs developed in accordance with paragraph 10.3.1;
- 10.6.6** When both additions and credits are involved in one change, and the credits exceed the additions, Contractor will be allowed to retain fee on the amount by which the credits exceed the additions, except that no adjustments shall be allowed on the costs developed in accordance with paragraph 10.3.1.
- 10.7** **Whenever the cost of any Work** is to be determined pursuant to paragraph 10.4 or 10.5, Contractor will submit in form acceptable to The Contracting Officer an itemized cost breakdown together with supporting data.
- 10.8** **Unit Price Work.** Where the Contract Documents provide that all or part of the Work is to be Unit Price Work, initially the Contract Price will be deemed to include for all Unit Price Work an amount equal to the sum of the established unit prices for each separately identified item of Unit Price Work times the estimated quantity of each item as indicated in the Agreement. The estimated quantities of items of Unit Price Work are not guaranteed and are solely for the purpose of comparing Bids and determining an initial Contract Price. Determinations of the actual quantities and classifications of Unit Price Work performed by Contractor will be made by The Contracting Officer in accordance with Article 10.
- 10.8.1** Each unit price will be deemed to include an amount considered by Contractor to be adequate to cover Contractor's overhead and profit for each separately identified item.
- 10.8.2** The unit price of an item of Unit Price Work shall be subject to re-evaluation and adjustment under the following conditions:
- 10.8.2.1** If the total cost of a particular item of Unit Price Work amounts to 10% or more of the Contract Price, and the variation in the quantity of that particular item of Unit Price Work performed by Contractor differs by more than 15% from the estimated quantity of such item indicated in the Agreement; and
- 10.8.2.2** If there is no corresponding adjustment with respect to any other item of work; and
- 10.8.2.3** If Contractor believes that Contractor has incurred additional expenses as a result thereof; or
- 10.8.2.4** If The Contracting Officer believes that the quantity variation entitles The Contracting Officer to an adjustment in the unit price, either The Contracting Officer or Contractor may request an adjustment in the Contract Price in accordance with Article 10 if the parties are unable to agree as to the effect of any such variations in the quantity of Unit Price Work performed.
- 10.8.2.5** The renegotiated Unit Price shall be applicable only to the variation in quantities above 115% or below 85% of the quantities estimated or indicated.
- 10.8.2.6** If the quantity variation is such as to require an increase in the Contract Time, Contractor shall, within seven days of knowledge of the variation in quantities, submit a written request to The

Contracting Officer, and proceed to substantiate his request within fifteen days thereafter in accordance with the analysis and documentation requirements.

ARTICLE 11 - CHANGE OF CONTRACT TIME

11.1 The Contract Time may only be changed by a Change Order. Any request for an extension in Contract Time shall be based on a written request delivered to The Contracting Officer within seven days, or earlier if so required in the Contract Documents, of the occurrence of the event giving rise to the request. Supporting data as to the extent of the request shall be delivered within fifteen days thereafter, or within event giving rise to the occurrence, whichever is later, unless The Contracting Officer allows an additional period of time to ascertain more accurate data. Contractor must prove that extensions to the Contract Time have materialized, which meet the combined criteria set forth in paragraphs 11.2 and 11.3 below, despite Contractor's reasonable, prudent, and diligent, and diligent efforts to prevent or overcome such delays. Failure of Contractor to comply with the time requirements for written Change Order Requests or for submittal of supporting data shall be considered to be a waiver by Contractor of any claim for an extension in Contract Time.

11.2 The Contract Time may be extended in an amount equal to time lost due to delays beyond the control of Contractor if a request is made there for as provided in paragraph 11.1. Such delays shall include, but not be limited to, acts or negligence by The City of Osage Beach or others performing additional work as contemplated by Article 7, or to fires, floods, labor disputes, epidemics, abnormal weather conditions or acts of God.

11.3 All time limits stated in the Contract Documents are of the essence of the Agreement. The provisions of this Article 11 shall not exclude recovery for damages for delay by either party.

ARTICLE 12 - WARRANTY AND GUARANTEE; TESTS AND INSPECTIONS; CORRECTION, REMOVAL OR ACCEPTANCE OF DEFECTIVE WORK

12.1 Warranty and Guarantee. Contractor warrants and guarantees to the Contracting Officer that all Work will be in accordance with the Contract Documents and will not be defective. Prompt notice of all defects shall be given to Contractor. All defective Work, whether or not in place, may be rejected, corrected or accepted as provided in this Article 12.

12.2 Access to Work. The Contracting Officer's representatives, testing agencies and governmental agencies with jurisdictional interests will have access to the Work at reasonable times for their observation, inspecting and testing. Contractors shall provide proper and safe conditions for such access. Inspections, tests or observations by the Contracting Officer or their agents may be performed to provide information to on the progress of the Work. This provision is not intended to create any duty or obligation due to Contractor by the Contracting Officer, nor is the information provided intended to fulfill Contractor's obligations under the Contract.

12.3 Tests and Inspections. Contractor shall give The Contracting Officer timely notice of readiness of the Work for all required inspections, tests or approvals.

12.4 If Laws or Regulations of any public body having jurisdiction require any Work (or part thereof) to specifically be inspected, tested or approved, Contractor shall assume full responsibility thereof, pay all costs in connection therewith and furnish the Contracting Officer the required certificates of

inspection, testing or approval. Contractor shall also be responsible for and shall pay all costs in connection with any inspection or testing required in connection with the Contracting Officer's acceptance of a Supplier of materials or equipment proposed to be incorporated in the Work, or of materials or equipment submitted for approval prior to Contractor's purchase thereof for incorporation in the Work. Contractor shall pay the cost of all inspections, tests and approvals in addition to the above, which is required by the Contract Documents.

- 12.5 All inspections, tests or approvals** other than those required by Law or Regulations of any public body having jurisdiction shall be performed by organizations acceptable to the Contracting Officer and Contractor. Contractor shall perform sufficient inspection and testing of the Work to support the warranty and guarantee requirements of paragraph 12.1 of the General Conditions.
- 12.6 If any Work (including the work of others) that is to be inspected,** tested or approved is covered without written concurrence of the Contracting Officer it shall be uncovered for observation. Such uncovering shall be at Contractor's expense unless timely notice of Contractor's intention to cover the same and the Contracting Officer has not acted with reasonable promptness in response to such notice.
- 12.7 Neither observations by the Contracting Officer nor inspections,** tests or approvals by others shall relieve Contractor from Contractor's obligations to perform the Work in accordance with the Contract Documents.
- 12.8 Uncovering Work.** If any Work is covered contrary to the written request of the Contracting Officer, it must, if requested be uncovered for the Contracting Officer's observation and replaced at Contractor's expense.
- 12.9 If the Contracting Officer considers it necessary** or advisable that covered Work be observed by or inspected or tested by others. The Contractor, at the Contracting Officer's request, shall uncover, expose or otherwise make available, for observation, inspection or testing as the Contracting Officer may require, that portion of the Work in question, furnishing all necessary labor, material and equipment. If it is found that such Work is Defective, Contractor shall bear all direct, indirect and consequential costs of such uncovering, exposure, observation, inspection and testing, and of satisfactory reconstruction, and Contractor shall further bear the responsibility for maintaining schedule and shall not be entitled to any extension of Contract Time or recovery of any delay damage due to the uncovering, and the Contracting Officer will be entitled to all appropriate decreases in the Contract Price, and if the parties are unable to agree as to the amount thereof, a claim may be made therefor as provided in Article 1.00 If, however, such Work is not found to be defective, Contractor shall be allowed an increase in the Contract Price or an extension of the Contract Time, or both, directly attributable to such uncovering, exposure, observation, inspection, testing and reconstruction.
- 12.10 The Contracting Officer May Stop the Work.** If the Work is defective, or Contractor fails to supply sufficient skilled workers or suitable materials or equipment, or fails to furnish or perform the Work in such a way that the completed Work will conform to the Contract Documents, the Contracting Officer may order Contractor to stop the Work, or any position thereof, until the cause for such order has been eliminated; however, this right of the Contracting Officer to stop the Work shall not give rise to any duty on the part of the Contracting Officer to exercise this right for the benefit of Contractor or any other party. Contractor shall bear all direct, indirect and consequential

costs of such order to Contractor to stop Work and Contractor shall further bear the responsibility for maintaining schedule and shall not be entitled to any extension of Contract Time or recovery of any delay damages due to the order to stop Work, and the Contracting Officer will be entitled to all appropriate decreases in the Contract Price.

12.11 Correction or Removal of Defective Work. If required by the Contracting Officer, Contractor shall promptly, as directed, either correct all defective Work, whether or not fabricated, installed or completed, or, if the Work has been rejected by the Contracting Officer, remove it from the site and replace it with non-defective Work. Contractor shall bear all direct, indirect and consequential costs of such correction or removal, and Contractor shall further bear the responsibility for maintaining schedule and shall not be entitled to any extension of Contract Time or recovery of any delay damage due to the correction or removal, and the Contracting Officer will be entitled to all appropriate decreases in the Contract Price.

12.12 One Year Correction Period. If within one year after the date of Final Acceptance or such longer period of time as may be prescribed by Laws or Regulations or by the terms of any applicable special guarantee required by the Contract Documents or by any specific provision of the Contract Documents, any Work is found to be defective, Contractor shall promptly, without cost to the City and in accordance with the Contracting Officer's written instructions, either correct such defective Work, or, if it has been rejected, remove it from the site and replace it with nondefective Work. If Contractor does not promptly comply with the terms of such instructions, or in an emergency where delay would cause serious risk of loss or damage, the Contracting Officer may have the defective Work corrected or the rejected Work removed and replaced, and all direct, indirect and consequential costs of such removal and replacement will be paid by Contractor. In special circumstances where a particular item of equipment is placed in continuous service before Completion of all the Work, the correction period for that item may start to run from an earlier date if so provided in the Specifications or by Written Amendment.

12.13 Acceptance of Defective Work. If, instead of requiring correction or removal and replacement of defective work, the Contracting Officer prefers to accept it, the Contracting Officer may do so. Contractor shall bear all direct, indirect and consequential costs attributable to the Contracting Officer's evaluation and determination to accept such Defective Work (such costs to be documented as to reasonableness, and Contractor shall further bear the responsibility for maintaining schedule and shall not be entitled to any extension of Contract Time or recovery of any delay damages due to the Contracting Officer's evaluation and determination to accept such Defective Work. The Contracting Officer will be entitled to all appropriate decreases in the Contract Price. If any such acceptance occurs prior to the Contracting Officer's recommendation of final payment, a Change Order will be issued incorporating the necessary revisions in the Contract Documents with respect to the Work; and the Contracting Officer shall be entitled to an appropriate decrease in the Contract Price. If the acceptance occurs after such recommendation, an appropriate amount will be paid by Contractor to the Contracting Officer.

12.14 If Contractor fails within a reasonable time after written notice of the Contracting Officer to proceed and to correct defective Work or to remove and replace the rejected Work as required in accordance with paragraph 12.11, or if Contractor fails to perform the Work in accordance with the Contract Documents, or if Contractor fails to comply with any other provisions of the Contract

Documents, the Contracting Officer may, after seven days' written notice to Contractor, correct and remedy any such deficiency. In exercising the rights and remedies under this paragraph, the Contracting Officer shall proceed expeditiously. To the extent necessary to complete corrective and remedial action. The Contracting Officer may exclude Contractor from all or part of the site, take possession of all or part of the Work, and suspend Contractor's services related thereto, take possession of Contractor's tools, appliances, construction equipment and machinery at the site and incorporate in the Work all materials and equipment stored at the site or for which the Contracting Officer has paid Contractor but which are stored elsewhere. Contractor shall allow, the Contracting Officer's representatives, agents and employees such access to the site as may be necessary to enable the Contracting Officer to exercise the rights and remedies under this paragraph. All direct, indirect and consequential costs of the Contracting Officer in exercising such rights and remedies will be charged against Contractor. A Change Order will be issued incorporating the necessary revisions in the Contract Documents with respect to the Work; and the Contracting Officer shall be entitled to an appropriate decrease in the Contract Price. Contractor shall not be allowed an extension of the Contract Time because of any delay in performance of the Work attributable to the exercise by The Contracting Officer of the rights and remedies hereunder.

ARTICLE 13 - PAYMENTS TO CONTRACTOR AND COMPLETION

13.1 Application for Progress Payment. On or before the 15th of each month, Contractor shall submit an Application for Payment filled out and signed by Contractor covering the Work completed as of the date of the Application and accompanied by such supporting documentation as is required by the Contract Documents. If payment is requested on the basis of materials and equipment not incorporated in the Work but delivered and suitably stored at the site or at another location agreed to in writing, the Application for Payment shall also be accompanied by a bill of sale, invoice, or other documentation warranting that the Contracting Officer has received the materials and equipment free and clear of all liens, charges, security interests and encumbrances (which are hereinafter in these General Conditions referred to as "Liens") and evidence that the materials and equipment are covered by appropriate property insurance and other arrangements to protect The Contracting Officer's interest therein, all of which will be satisfactory to the Contracting Officer. Each Application for Payment shall contain an affidavit of Contractor and its Subcontractors stating that progress payments theretofore received from the Contracting Officer on account of the Work have been applied by Contractor and its Subcontractors to discharge in full all of Contractor's and its Subcontractors' obligations stated in the prior Application for Payment, and that the accuracy of the progress reported in the Application for Payment to have been completed by Contractor or its Subcontractors has been verified by Contractor. Notwithstanding any other provisions of the Contract Documents to the contrary, the Contracting Officer is under no duty or obligation whatsoever to any Subcontractor, laborer or other party to ensure that payments due and owing by Contractor to any of them are or will be made. Such parties shall rely only on Contractor's surety bonds for remedy of nonpayment by Contractor. The amount of retainage with respect to progress payments will be as stipulated in the Supplemental Conditions. It should be noted that payments to the Contractor must appear on the "Bills List" to be approved by the Board of Aldermen before payments will be made. The Board meets the 1st and 3rd Thursdays of each month. Late submittal of the pay request will delay payments until the next Board meeting.

- 13.2 Contractor's Warranty of Title.** Contractor warrants and guarantees that title to all Work, materials and equipment covered by any Application for Payment will pass to the Contracting Officer no later than the time of final payment, free and clear of all Liens.
- 13.3 Review of Applications for Progress Payment.** The Contracting Officer will, within five days after receipt of each application for Payment, either prepare the Payment Request for payment or return the Application to Contractor indicating in writing the reasons for refusing to recommend payment. In the latter case, Contractor may make the necessary corrections and resubmit the Application. The corrected Payment Request will then be submitted to the Board of Aldermen for approval. Generally, if the request is submitted by the 15th of the month the payment will be approved at the first Board meeting in the month and the check is issued the next day.
- 13.4 The Contracting Officer's review of the Application for Payment** and the accompanying data and schedules that the Work have progressed to the point indicated; that the quality of the Work is in accordance with the Contract Documents, and that Contractor is entitled to payment of the amount recommended. However, by recommending any such payment, the Contracting Officer will not thereby be deemed to have represented that exhaustive or continuous on-site inspections have been made to check the quality or the quantity of the Work or that there may not be other matters or issues between the parties that might entitle Contractor to be paid additionally, or The Contracting Officer to withhold payment to Contractor, or to have represented that any examination has been made to ascertain how or for what purpose Contractor has used or intends to use the monies paid or to be paid to Contractor on account of the Contract Price, or that title to any Work, materials or equipment has passed to the Contracting Officer free and clear of any Lien.
- 13.5 The Contracting Officer may refuse** to make the whole or any part of any payment if, subsequently discovered evidence or the results of subsequent inspections or tests, nullify any such payment previously made to such extent as may be necessary in the Contracting Officer's opinion to protect the City from loss because:
- 13.5.1** The work is defective, or completed Work has been damaged requiring correction or replacement,
- 13.5.2** The Contract Price has been reduced by Change Order,
- 13.5.3** The Contracting Officer has been required to correct defective Work or complete Work in accordance with paragraph 12.14,
- 13.5.4** Of the Contracting Officer's actual knowledge of the occurrence of any of the events enumerated in paragraphs 14.2.1 through 14.2.9 inclusive, or,
- 13.5.5** Written claims have been made against the Contracting Officer or Liens have been filed in connection with the Work. The Contracting Officer may refuse to make full payment because claims have been made against the City on account of Contractor's performance or furnishing of the Work or Liens that have been filed in connection with the Work or there are other items entitling the Contracting Officer to withhold payments requested by the Contractor. The Contracting Officer will immediately give written notice stating the reasons for such action.
- 13.6 Partial Utilization.** The Contracting Officer shall have the right to take possession of and to use any completed portion or usable unit of the Work at any time, but such possession and use shall not

be deemed an acceptance of any Work not constructed or completed in accordance with the Contract Documents. If such prior use delays the completion or increases the cost of the Work, the Contractor shall be entitled to such extension of time or extra compensation, or both, as the Contracting Officer may determine. The City in taking possession prior to final acceptance shall be responsible for damages to the Work caused by the City's use thereof, during the period of such prior possession and use.

13.7 Final Inspection. Upon written notice from Contractor that the entire Work is complete, the Contracting Officer will make a final inspection. The COTR will notify Contractor in writing of all particulars in which this inspection reveals that the Work is incomplete or defective. Contractor shall immediately take such measures as are necessary to remedy such deficiencies.

13.8 Final Payment and Acceptance. After Contractor has completed all such corrections to the satisfaction of the Contracting Officer and delivered all maintenance and operating instructions, schedules, guarantees, Bonds, certificates of inspection, marked-up record documents (as provided in paragraph 6.19) and other documents all as required by the Contract Documents, and after the Contracting Officer has found the Work is acceptable a Final Payment Request will be prepared for approval of the Board of Aldermen. The check for final payment will not be released until the Contracting Officer has received a fully executed Release of Claims from the Contractor.

13.9 Waiver of Claims. A waiver of all claims by Contractor against the City of Osage Beach other than those previously made in writing and still unsettled.

ARTICLE 14 - SUSPENSION OF WORK AND TERMINATION

14.1 The Contracting Officer May Suspend Work. The Contracting Officer may, at any time and without cause, order Contractor in writing to suspend the Work or any portion thereof for such a period of time as the Contracting Officer may determine to be appropriate for the convenience of the City.

14.1.1 If the performance of the Work or portion thereof is suspended without cause for a period of time by a suspension of Work order (pursuant to paragraph 14.1), or by an act of the Contracting Officer or in the administration of the Contract, or by failure to act within the applicable latest dates specified by the approved progress schedule, Contractor will be allowed an increase in Contract Price (excluding profit) or an extension in Contract Time, or both, necessarily caused by such suspension which extends the applicable latest dates in the approved progress schedule. However, no adjustment will be made under this provision for any suspension to the extent (i) that performance would have been so suspended by any other cause, including the fault and negligence of Contractor, or (ii) for which an adjustment is provided for, limited as to extent, or excluded under any other provision of the Contract documents.

14.1.2 Contractor shall deliver to the Contracting Officer a written notice within seven days, or earlier if so required elsewhere in the Contract Documents, of the act, or failure to act, involved which Contractor believes gives rise to an adjustment in Contract Price or Contract Time pursuant to paragraph 14.1.1. Failure, refusal or neglect by Contractor to comply with the time requirements for delivery of written notice will be considered to be a waiver by Contractor of any claim for an increase in Contract Price or Contract Time.

14.1.3 Contractor's quotation with all supporting data shall be delivered within fifteen days of such notice or within twenty-two days of such occurrence, whichever is later, unless the Contracting Officer allows an additional period of time to ascertain more accurate data. Contractor must prove that additional costs were necessarily incurred which meet the criteria set forth in Article 10 of the General Conditions, despite Contractor's reasonable, prudent and diligent efforts to prevent such costs.

14.1.4 Notwithstanding paragraph 14.1, if the Contracting Officer stops Work under paragraph 12.10 or suspends Contractor's services under paragraph 12.14, or suspends the Work or any portion thereof because of Contractor's failure to prosecute the Work without endangering persons or property, Contractor shall not be entitled to an extension of Contract Time or an increase in Contract Price.

14.2 The Contracting Officer May Terminate. The Contracting Officer may terminate for cause upon the occurrence of any one or more of the following events:

14.2.1 If Contractor commences a voluntary case under any chapter of the Bankruptcy Code (Title 11, United States Code), as now or hereinafter in effect, or if Contractor takes any equivalent or similar action by filing a petition or otherwise under any other federal or state law in effect at such time relating to the bankruptcy or insolvency;

14.2.2 If a petition is filed against Contractor under any chapter of the Bankruptcy Code as now or hereinafter in effect at the time of filing, or if a petition is filed seeking any such equivalent or similar relief against Contractor under any other federal or state law in effect at the time relating to bankruptcy or insolvency;

14.2.3 If Contractor makes a general assignment for the benefit of creditors;

14.2.4 If a trustee, receiver, custodian or agent of Contractor is appointed under applicable law or under contract, whose appointment or authority to take charge of property of Contractor is for the purpose of enforcing a Lien against such property or for the purpose of general administration of such property for the benefit of Contractor's creditors;

14.2.5 If Contractor admits in writing an inability to pay its debts generally as they become so due;

14.2.6 If Contractor persistently fails to perform the Work in accordance with the Contract Documents (including, but not limited to, failure to supply sufficient skilled workers or suitable materials or equipment or failure to adhere to the progress schedule established under paragraph 2.6 as revised from time to time);

14.2.7 If Contractor disregards Laws and Regulations of any public body having jurisdiction;

14.2.8 If Contractor disregards the authority of The Contracting Officer; or

14.2.9 If Contractor otherwise violates in any substantial way any provisions of the Contract Documents; The Contracting Officer may, after giving Contractor (and the surety, if there be one) seven days' written notice and, to the extent permitted by Laws and Regulations, terminate the services of Contractor, exclude Contractor from the site and take possession of the Work and of all Contractor's tools, appliances, construction equipment and machinery at the site and use the same to the full

extent they could be used by Contractor (without liability to Contractor for trespass or conversion), incorporate in the Work all materials and equipment stored at the site or for which the Contracting Officer has paid Contractor but which are stored elsewhere, and finish the Work as the Contracting Officer may deem expedient. In such case, Contractor shall not be entitled to receive any further payment until the Work is finished. If the unpaid balance of the Contract Price exceeds the direct, indirect and consequential costs of completing the Work such excess will be paid to Contractor. If such costs exceed such unpaid balance, Contractor shall pay the difference to the Contracting Officer. Such costs incurred by the Contracting Officer will be approved as to reasonableness by The Contracting Officer and incorporated in a Change Order, but when exercising any rights or remedies under this paragraph, The Contracting Officer shall not be required to obtain the lowest price for the Work performed.

- 14.3 Where Contractor's services have been so terminated** by the Contracting Officer, the termination will not affect any rights or remedies of the Contracting Officer against Contractor then existing or which may thereafter accrue. Any retention or payment of moneys due Contractor by the Contracting Officer will not release Contractor from liability.
- 14.4 Upon seven days' written notice to Contractor** the Contracting Officer may, without cause and without prejudice to any other right or remedy, elect to abandon the Work and terminate the Agreement. In such case, Contractor shall be paid for all Work executed and any expense sustained plus reasonable termination expenses, which will include, but not be limited to, direct, indirect and consequential costs.
- 14.5 Contractor May Stop Work or Terminate.** If, through no act or fault of Contractor, other public authority the Contracting Officer fails to act on any Application for Payment within sixty (60) days after it is submitted, or the Contracting Officer fails for sixty (60) days to pay Contractor any sum finally determined to be due, then Contractor may, upon seven days' written notice to the Contracting Officer terminate the Agreement and recover from the City payment for all Work executed and any expense sustained plus reasonable termination expenses. In addition, and in lieu of terminating the Agreement, if the Contracting Officer has failed to act on an Application for Payment or the City has failed to make any payment as aforesaid, Contractor may upon seven days' written notice to the Contracting Officer and stop the Work until payment of all amounts then due. The provisions of this paragraph shall not relieve Contractor of the obligations under paragraph 6.29 to carry on the Work in accordance with the progress schedule and without delay during disputes and disagreements with the Contracting Officer.

ARTICLE 15 - DISPUTES

- 15.1 All claims, disputes and other matters in question between** The Contracting Officer and Contractor arising out of or relating to the Contract Documents or the breach thereof (except for claims which have been waived by the making or acceptance of final payment as provided by paragraph 12.13) shall be processed and resolved as provided in this Article.
- 15.2 A claim means a written demand or assertion by Contractor** which is properly certified, seeking an adjustment in Contract Price or payment of monies due, an extension or shortening in Contract Time,

- 15.3 A claim arising under the Contract**, unlike a claim relating to the Contract, is a claim that can be resolved under a provision of the Contract Documents that provides for or excludes the relief sought by the claimant. Such claims shall be resolved in accordance with the applicable provisions.
- 15.4 No claim shall be valid unless** it is based upon written notice (stating the nature of the claim) delivered by the party making the claim to the other party promptly, but in no event later than seven (7) days after the Contracting Officer's determination giving rise to the claim. The claim submittal with all supporting data shall be delivered within thirty (30) days after the determination (unless the Contracting Officer allows an extension). The responsibility to substantiate a claim shall rest with the party making the claim. Notwithstanding anything to the contrary in this Article, the Contracting Officer shall not be required to deliver notice of any claim for liquidated damages or involving retentions until sixty (60) days after final acceptance.
- 15.5 For all Contractor claims seeking an increase in Contract Price or Contract Time**, the Contractor shall submit an affidavit executed by an officer or partner in charge of the Contract, or by its general or managing partner. The affidavit shall certify that (a) the claim is made in good faith, (b) the amount claimed accurately reflects the adjustments in Contract Price or Contract Time that the Contractor determines the Contracting Officer is liable and covers any delay and all costs to which the Contractor is entitled from the occurrence of the claimed event, and (c) supporting cost and pricing data are current, accurate, complete and represent the Contractor's best knowledge and belief.
- 15.6 The Contracting Officer will**, if requested by the Contractor, render a decision within sixty (60) days of the request. Once given, the Contracting Officer's decision shall be final and binding on the Contractor unless the Contractor files suit within thirty (30) days after receipt of the Contracting Officer's decision.
- 15.7 Pending final resolution of any claim**, including litigation, the Contractor shall proceed diligently with the Work and comply with any decisions of the Contracting Officer.
- 15.8 After settlement or final adjudication of any claim** under this Article if, upon demand, payment by the Contractor is not made to the City, the Contracting Officer may offset the appropriate amounts against (a) payments due to the Contractor under any other contract between the City of Osage Beach and the Contractor, or (b) any amounts for which the City may be obligated to the Contractor in any capacity.

ARTICLE 16 - MISCELLANEOUS

- 16.1 Giving Notice.** Whenever any provision of the Contract Documents requires the giving of written notice to the Contracting Officer, it will be deemed to have been validly given if delivered in person to the Contracting Officer, or to his authorized representative (COTR) or if delivered at or sent by registered or certified mail, postage prepaid, to the City of Osage Beach, 1000 City Parkway, Osage Beach, MO 65065. The written notice to the Contractor will be deemed to have been validly given if delivered in person to the designated Superintendent, or to a designated member of the firm, or to an officer of the corporation for whom it is intended, or if delivered at or sent by registered or certified mail, postage prepaid, to the last business address known to the giver of the notice.
- 16.2 Computation of Time.**
- 16.2.1** When any period of time is referred to in the Contract Documents by days, it will be computed to exclude the first and include the last day of such period. If the last day of any such period falls

on a Saturday or Sunday or on a day made a legal holiday by the law of the applicable jurisdiction, such day will be omitted from the computation.

16.2.2 A calendar day of twenty-four hours measured from midnight to the next midnight shall constitute a day.

16.3 General. Should The Contracting Officer or Contractor suffer injury or damage to person or property because of any error, omission or act of the other party or of any of the other party's employees or agents or others for whose acts the other party is legally liable, claim will be made in writing to the other party within a reasonable time of the first observance of such injury or damage. The provisions of this paragraph 16.3 shall not be construed as a substitute for or a waiver of the provisions of any applicable statute of limitations or repose.

16.4 Notification of Emergency Services: Contractor shall notify all local Police, Fire Department and Ambulance Services at least twenty-four (24) hours in advance of construction across or adjacent to existing roadways in order that the services might be aware of any disrupted access. Also notify affected residents and school bus service.

16.5 Prohibited Interests: No official of the City of Osage Beach who is authorized in such capacity on behalf of The City to negotiate, make, accept, or approve or to take part in the negotiating, making or approving any architect, engineer, inspection, construction or material supply contract or any Subcontractor in connection with the construction of this Project shall become directly or indirectly interested personally in this Contract or in any part thereof.

BID OPENING

Micro-Surfacing

05/11/2026

2:30 PM

The following bids were opened by Tara Berreth and witnessed by Kegan Powers.

Bidder Name

Amount of Bid

Bidder Name	Amount of Bid
Vance Brothers	\$1,530,883.53

**City of Osage Beach
Agenda Item Summary**

Date of Meeting: May 21, 2026
Originator: Kegan Powers, Deputy City Clerk
Presenter: Jeff Fisher, Public Works Director

Agenda Item:

Bill 26-63 - An ordinance of the City of Osage Beach, Missouri, authorizing the Mayor to sign a contract with MainStreet Asphalt Maintenance LLC for the Pavement Resurfacing Project in an amount of \$155,821.20 with a 15% contingency. *First Reading.*

Requested Action:

First Reading of Bill #26-63

Ordinance Referenced for Action:

Board of Aldermen approval required for purchases over \$25,001 per Municipal Code Chapter 135; Article II: Purchasing, Procurement, Transfers, and Sales.

Deadline for Action:

Not Applicable

Budgeted Item:

Yes

Budget Line Information (if applicable):

Budget Line Item/Title: 20-00-773155 Misc Streets/Roads

FY2026 Budgeted Amount:	\$2,200,000 / \$1,000,000 combined budgeted project
FY2026 Expenditures to Date (05/13/2026):	(\$ 00.00)
FY2026 Available:	\$ 1,000,000
FY2026 Requested Amount:	\$ 179,194.38

Department Comments and Recommendation:

2026 Pavement Maintenance Program: Budget \$1M

Within this budget, staff recommend contracting Main Street Paving for new asphalt, mill & overlays, at a cost of \$155,821.20. Staff are recommending it be given authority to spend 15% above the contract amount, a total of \$23,373.18. Anything above the

contract amount must be approved by the City Administrator. Job Totaling \$179,194.38.

It is also common that estimated quantities are different from actual quantities primarily dependent on depth of asphalt or treatment due to uneven surfaces and also due to variations in width of roads from one end to the other. Staff will report to the City Administrator any additional costs along the way for both contracts and to the BOA upon completion. Finally, staff is likely to use the new equipment to perform other pavement maintenance activities with the new equipment and would spend this line item to do so.

2026 Pavement Management Plan had two bids. Mainstreet Asphalt \$186,146.20 and Capital Paving \$269,340.00.

Lowest Bid: Mainstreet Asphalt \$186,146.20.

This is based on a cooperative contract with the City of Lake Ozark. Osage Beach is responsible for \$155,821.20. The City of Lake Ozark is responsible for \$30,325.00. We are not entering into a contract for the total amount of the estimate only the amounts within city limits.

We recommend the Lowest bidder.

City Attorney Comments:

Per City Code 110.230, Bill 26-63 is in correct form.

City Administrator Comments:

I concur with the department's recommendation.

AN ORDINANCE OF THE CITY OF OSAGE BEACH, MISSOURI, AUTHORIZING THE MAYOR TO SIGN A CONTRACT WITH MAINSTREET ASPHALT MAINTENANCE LLC FOR THE PAVEMENT RESURFACE PROJECT IN AN AMOUNT OF \$155,821.20 WITH A 15% CONTINGENCY.

BE IT ORDAINED BY THE BOARD OF ALDERMEN OF THE CITY OF OSAGE BEACH, MISSOURI, AS FOLLOWS:

Section 1. The Board of Aldermen hereby authorizes the Mayor to execute on behalf of the City a contract with Mainstreet Asphalt Maintenance LLC under substantially the same or similar terms and conditions as set forth in "Exhibit A".

Section 2. Total expenditure or liability authorized under this Ordinance shall not exceed One Hundred Fifty-Five Thousand Eight Hundred Twenty-One Dollars and Twenty Cents (\$155,821.20).

Section 3. City Administrator may have authority to sign for the contingency of up to 15% (\$23,373.18) to ensure no delay in project prior to Board Approval.

Section 4. This Ordinance shall be in full force and effect from date of passage and approval by the Mayor.

READ FIRST TIME:

READ SECOND TIME:

I hereby certify that the above Ordinance No. 26.63 was duly passed on _____, by the Board of Aldermen of the City of Osage Beach. The votes thereon were as follows:

Ayes:

Nays:

Abstain:

Absent:

This Ordinance is hereby transmitted to the Mayor for his signature.

Date

Tara Berreth, City Clerk

Approved as to form:

Cole Bradbury, City Attorney

I hereby approve Ordinance No. 26.63.

Date

Richard Ross, Mayor

ATTEST:

Tara Berreth, City Clerk

BID OPENING

Pavement

05/11/2026

2:00 PM

The following bids were opened by Tara Berreth and witnessed by Kegan Powers.

Bidder Name	Amount of Bid
Mainstreet Asphalt	\$186,146.20
Capital Paving	\$269,340.00



CITY OF OSAGE BEACH STANDARD TERMS RIDER – LONG FORM

THIS RIDER adds the following standard terms to the attached bid, order form, estimate, or proposal (the “**Bid**”) between the City of Osage Beach, Missouri (“**City**”) and Mainstreet Asphalt Maintenance LLC (“**Contractor**”). In the event any of these terms conflict with the attached Bid, these terms shall control. The Bid together with this Rider shall constitute the parties’ “**Agreement.**”

I. Overview

Contractor shall provide all labor, materials, and equipment necessary to provide a complete and fully functioning product as described in this Agreement.

II. Payment

City will pay Contractor the Bid amount, net any change orders, within 14 days of the City Engineer, Building Official, or other responsible official certifying completion of the Work described in this Agreement.

III. Additional Standard Terms

The following clauses will be included in the final agreement between the parties. They are standard in all City of Osage Beach contracts and are only to be modified with substantial justification, and then only as much as necessary to accommodate such justification:

1. **Professionalism.** In addition to any warranties or specifications contained in its Bid, Contractor will exercise the care and skill ordinarily used by members of the subject profession practicing under similar circumstances (as defined by the appropriate licensing authority, professional standards, and/or relevant industry practices). Contractor understands that it will be perceived as a representative of the City and will ensure its personnel and any subcontractors will conduct themselves in a thoroughly professional and respectable manner while performing this Agreement for the City and while on-site. Contractor shall ensure its personnel and any subcontractors comply with all City policies while on-site. Contractor and its personnel and any subcontractors will comply with all reasonable instructions and requests by the City. City property and resources are to be used only in ways that are consistent with their lawful intended purpose.
2. **Licenses, Permits, Taxes.** Contractor must have or obtain a City merchant’s license. Contractor shall be responsible for applying for, obtaining, and maintaining all licenses, permits, and other approvals required for itself, including but not limited to the Work. Contractor shall be responsible for paying all sales, income, property, and other taxes required to carry on its business.
3. **Appropriations.** The continuation of this Agreement is contingent upon annual appropriation of funds by the Osage Beach Board of Aldermen. In the event the Board of Aldermen shall not budget and appropriate, specifically with respect to this Agreement, on or before January 1, subsequent years of the contract moneys sufficient to make all payments under this Agreement, the City shall not be obligated to make those payments.
4. **Pre-Contract Expense.** The City shall not be obligated to pay or liable for any cost incurred by Contractor prior to execution of this Agreement. All costs to prepare and submit a response to this and any other RFQ, RFP, or IFB shall be borne by the proposer.
5. **Assignment or Transfer.** No rights or obligations contemplated by this Agreement shall be transferred or assigned without formal written approval by the City.

6. **Discrimination Policy.** The City of Osage Beach advises the public that it does not discriminate on the basis of disability, race or color, national origin, religion, age, or sex in employment or the provision of municipal services. Contractor shall not discriminate on any prohibited basis and shall comply with all applicable employment laws.
7. **Laws, Ordinances, and Regulations.** Contractor shall conform to all Federal, State, and local regulations, ordinances, and laws applicable to Contractor, the City, or the subject matter of this Agreement. The City shall not be responsible for any fees, charges, money, or other obligations due as result of from any service provided under this Agreement. Contractor shall conform to all changes made to this Agreement as a result of any ordinance, law and/or directive issued by the Federal, State, or local authority having jurisdiction over this Agreement, Contractor, or the City.
8. **Certifications Regarding Debarment.** Contractor certifies that, except as noted below, it and any other person associated therewith in the capacity of owner, partner, director, officer, or manager (collectively “Contractor Principals”), are not presently nor have ever been under suspension, debarment, voluntary exclusion, or determination of ineligibility by any governmental unit or agency (whether federal, state, tribal, local, or other), nor is any such action pending. Contractor further certifies that it and its Contractor Principals have not been indicted, convicted, or had a civil judgment rendered against it by a court of competent jurisdiction in any manner involving fraud or official misconduct, nor has Contractor or any Contractor Principal been party to any public transaction (whether federal, state, tribal, local, or other) terminated for cause or default. Contractor further certifies that any and all exceptions to these representations were disclosed with its Bid, and City relied on these certifications as a material inducement into accepting Contractor’s Bid. Contractor must notify City within thirty days of being debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participation in any contract by any governmental entity so long as work remains to be performed under this Agreement.
9. **Grants.** In the event the work provided for herein is being funded, in whole or in part, by a federal, state, local, or private grant, City’s obligations herein shall be contingent upon such grant being available for the term of this Agreement. City shall not be obligated to make pay any monies funded by grant funds until such funds are received by and available to the City Treasurer. Except as otherwise provided herein, if this Agreement is not funded, then both parties are relieved of all of their obligations thereunder.
10. **Prevailing Wage.** If the Bid accepted by the City or the total project cost, whichever is greater, is in the amount of \$75,000.00 or more, Contractor shall comply with the provisions of Missouri law pertaining to the payment of wages on public works projects. As used herein, all totals shall include: (1) the value of work performed on the project by every person paid by a contractor or subcontractor for that person’s work on the project; and (2) all materials and supplies purchased for the project. *See* R.S.Mo. §§ 290.210-.340.
11. **E-Verify.** If the Bid is for an aggregate value in excess of \$5,000.00, Contractor shall, by sworn affidavit and provision of documentation, affirm its enrollment and participation in a federal work authorization program with respect to the persons employed to perform the Bid. Contractor shall sign an affidavit affirming it does not knowingly employ any person who is an unauthorized alien in connection to the Work. *See* R.S.Mo. § 285.530.
12. **Sunshine Law.** All material submitted to the City will become public record and will be subject to the Missouri Sunshine Law, R.S.Mo. Chapter 610. Any material requested to be treated as proprietary or confidential must be clearly identified and easily separable from other materials. Contractor must include justification for the request. The City’s obligation to comply with the Sunshine Law supersedes any request by Contractor that material be treated as proprietary or confidential.
13. **Anti-Israel Discrimination.** Contractor certifies it is not currently engaged in and shall not, for the duration of this Agreement, engage in a boycott of goods or services from the State of Israel companies doing business in or with Israel or authorized by, licensed by, or organized under the laws of the State of Israel; or persons or entities doing business in the State of Israel. *See* R.S.Mo. § 34.600.
14. **Indemnification by Contractor.** Contractor shall indemnify, save, and hold harmless the City, its employees, and agents, against any and all claims, damages, liability and court awards including costs, expenses, and attorney fees

incurred as a result of any act or omission by Contractor or its employees, agents, subcontractors, or assignees arising out of this Agreement.

15. **No Indemnification by City.** Nothing in this Agreement shall be construed to require the City to indemnify Contractor. Such indemnification is illegal under Missouri law. *See* Mo. A.G. Opinion 138-87 (1987).
16. **Ownership of Work Product.** All documents and other work product created by Contractor under this Agreement shall become the property of City once the invoice for the preparation of such document or work product has been paid.
17. **Termination.** City may terminate this Agreement upon written notice of any violation of this Agreement if such violation is not cured within 7 calendar days of such notice. City may immediately terminate this Agreement for any material violation or any violation which creates a risk to the health, safety, or welfare of any person or property.
18. **Necessary Documents.** The parties agree to execute and deliver without additional consideration such instruments and documents and to take such further actions as they may reasonably request in order to fulfill the intent of and give effect to this Agreement and the transactions contemplated thereby.
19. **Entire Agreement.** This Agreement supersedes all agreements previously made between the parties relating to its subject matter. There are no other understandings or agreements between them. Without limiting the foregoing, this Agreement expressly supersedes any click-through, browse-wrap, or any other terms related to the subject matter of this Agreement on any website or that otherwise may be presented to or required to be accepted by the City or its employees and contractors while exercising rights under this Agreement.
20. **Non-Waiver.** No delay or failure by either party to exercise any right under this Agreement, and no partial or single exercise of that right, shall constitute a waiver of that or any other right unless otherwise expressly provided herein.
21. **Governing Law; Disputes.** This Agreement shall be governed by the laws of the State of Missouri. Any action arising out of this Agreement or its subject matter shall be litigated in the Circuit Court for Camden County, Missouri and the parties consent and agree to the exclusive personal and subject-matter jurisdiction of that Court. Nothing in this Agreement shall require the City to consent to arbitration or other binding dispute resolution.
22. **No Third-Party Beneficiaries.** Nothing in this Agreement, express or implied, is intended to confer upon any other person any rights or remedies under or by reason of this Agreement.
23. **Severability.** If any provision in this Agreement shall be found to be void, the other provisions of this Agreement shall survive and remain enforceable.
24. **Counterparts.** This Agreement may be executed in two or more counterparts, each of which shall be deemed an original but all of which together shall constitute one and the same instrument. A facsimile or electronic (such as .PDF) copy of this Agreement or a signature thereto shall have the same force and effect as an original.
25. **Binding Effect.** This Agreement, subject to the above conditions of assignment, shall be binding upon and inure to the benefit of all parties and their respective legal representatives, successors, heirs, and assigns.

Mainstreet Asphalt Maintenance LLC hereby acknowledges and agrees to the terms above.

Signature of Authorized Representative

Name and Title

City of Osage Beach
Agenda Item Summary

Date of Meeting: May 21, 2026
Originator: Kegan Powers, Deputy City Clerk
Presenter: Jeff Fisher, Public Works Director

Agenda Item:

Motion to approve work order SMP-2026-01 with Burns & McDonnell Engineering Company for the Sanitary Sewer Master Plan in an amount not to exceed \$700,000.

Requested Action:

Motion to Approve

Ordinance Referenced for Action:

Board of Aldermen approval required for purchases over \$25,001 per Municipal Code Chapter 135; Article II: Purchasing, Procurement, Transfers, and Sales.

Deadline for Action:

Not Applicable

Budgeted Item:

Yes

Budget Line Information (if applicable):

Budget Line Item/Title: 20-00-733800 Professional Services

FY2026 Budgeted Amount:	\$165,000 total/\$100,000 this project
FY2026 Expenditures to Date (04/28/2026):	(\$212.40)
FY2026 Available:	\$164,788/\$100,000 this project
FY2026 Requested Amount:	\$100,000

Budget Line Item/Title: 30-00-733800 Professional Services

FY2026 Budgeted Amount:	\$335,000 total/\$150,000 this project
FY2026 Expenditures to Date (04/28/2026):	(\$448.65)

FY2026 Available:	\$334,551/\$150,000 this project
FY2026 Requested Amount:	\$150,000

Budget Line Item/Title: 35-00-733800 Professional Services

FY2026 Budgeted Amount:	\$225,000 total/\$150,000 this project
FY2026 Expenditures to Date (04/28/2026):	(\$14,317.05)
FY2026 Available:	\$210,683 total/\$150,000 this project
FY2026 Requested Amount:	\$150,000

Budget Line Item/Title: 35-00-773141 Misc. Sewer Projects

FY2026 Budgeted Amount:	\$1,282,500 total/\$300,000 this project
FY2026 Expenditures to Date (04/28/2026):	(\$ 0.00)
FY2026 Available:	\$1,282,500 total/\$300,000 this project
FY2026 Requested Amount:	\$300,000

Department Comments and Recommendation:

Motion

All three initiatives are in the approved 2026 budget. The “Sewer Master Plan” was in the approved 2025 budget as well but with staff turnover; time for the new Director to evaluate; and the addition of new on-call consultants to choose from, it was delayed until 2026.

Master Planning is common across the country. It captures insights and system data to be used to plan for the future, prioritize needs and inform the 5-yr CIP. It would typically capture assets conditions all over the system. As staff was preparing for this effort, the system evaluation uncovered concerns within the sewer system, described in the last meeting, resulted in a shift in priorities and multiple modifications to the scope of this effort. Data collection and asset conditions will need to continue into 2027, as a result, and likely require continued, additional funding until complete.

In order to determine what improvements are needed, additional evaluation and modeling of the Sands and large force main part of the system, is necessary now. Some

preliminary work and design will help inform and define the project needed and rate analyses will help inform City Leadership as to how to fund the project, along with the water project identified in the current CIP. The data collection effort is a critical component to this scope. This will be a partnership with the consultants to collect and organize data for sewer and also for water and streets/storm. The GIS Specialist and summer intern, along with other PW employees will be a part of this effort. The 2026 budget includes \$300,000 for the Master Plan, \$300,000 for data collection and \$50,000, each for water and sewer rate studies. The rate studies as proposed will cost more than was budgeted, so staff is recommending completing the data collection for GIS as planned, and spending less on actual master planning in this scope, continuing that in another scope after this effort is complete. This scope does include the additional evaluation and modeling to support preliminary design that would be described in a separate scope and fee, specific to the “project”. The master planning effort should continue into 2027. The partners are Burns & McDonnell, TREKK and Raftelis, all approved on-call providers.

City Attorney Comments:

Not Applicable

City Administrator Comments:

I concur with the department's recommendation.



CITY OF OSAGE BEACH
WORK ORDER (Sewer Master Plan) SMP-2026-01

THIS WORK ORDER (“Work Order”) is issued pursuant to that certain Master Consulting Services Agreement (the “Master Agreement”) between the City of Osage Beach, Missouri (“City”) and [Burns & McDonnell Engineering Company] (“Consultant”).

I. TERMS

Pursuant to the Master Agreement, City hereby authorizes Consultant to perform the specific Work described in this Work Order (“Work”) upon the terms stated herein. This Work Order incorporates the Master Agreement by reference, and all terms and conditions of the Master Agreement apply to the Work described herein. In the event of any conflict between this Work Order and the Master Agreement, the Master Agreement shall control unless this Work Order expressly states otherwise and is approved by the City’s Board of Aldermen.

Engineer shall perform the following Work for the City:
See Scope Concerning Master Plan

Time of Performance.

- Notice to Proceed: May 10, 2026
- Milestones: See Scope
- Final Completion: Dec 31, 2026

Compensation. City shall pay Consultant for the Work under this Work Order as follows:

- Not to Exceed \$700,000.00

II. ACCEPTANCE

CITY:
CITY OF OSAGE BEACH

CONSULTANT:
[CONSULTANT LEGAL NAME]

BY: Devin Lake
ITS: City Administrator

BY: Cliff Cate
ITS: Director

Attest:

Attachments:
Scope of Work

SCOPE OF SERVICES

INTRODUCTION

This Scope of Services is to provide program management and engineering consulting services to the City of Osage Beach, Missouri, (City) for sanitary sewer master planning. Objectives of this initial effort include:

- confirmation of existing and collection of incomplete/inaccurate sanitary sewer asset location, attribute, and condition assessment data for a subset of the asset inventory;
- operational evaluation of the Sands Lift Station;
- identification of City-desired asset inspection, rehabilitation, and replacement needs and operational improvements;
- development of schedules and cost opinions for identified operational improvements and asset inspection, rehabilitation, and replacement needs based on the limited field inventory and condition assessment data collection results;
- development of a 5-year sewer capital improvement and asset replacement plan (CIP) and multi-year financial plan to fund desired operational improvements and asset inspection, rehabilitation, and replacement needs; and
- development of a multi-year financial plan to fund the water CIP.

The Scope of Services includes work activities for the following Task Series:

- Task Series 100 – Management and Coordination
- Task Series 200 – Data Collection and Asset Inventory
- Task Series 300 – System Planning and Operation Assessment
- Task Series 400 – Asset Management and Facility Maintenance
- Task Series 500 –Capital Improvement and Asset Replacement Plan Development and Sewer Rate Evaluation
- Task Series 600 – Water Rate Evaluation

The Consultant will provide staff resources to assist the City in the performance of program management and engineering consulting services and development of project deliverables as defined in this Scope of Services. It is understood by both the City and Consultant, that as an extension of the City staff, performance of program management and engineering consulting services and deliverables defined in this Scope of Services may be performed and developed jointly by the City and Consultant, not necessarily by the Consultant alone. It is also understood that due to the unknown nature of needs within the City over the term of this Work Order, that final services, work products, or work areas may change, or extend beyond areas defined in this Scope of Services and some services may not be initiated or completed, as mutually agreed upon by the City and Consultant.

BASIC SCOPE OF SERVICES

The Basic Scope of Services to be provided by the Consultant are described below:

TASK SERIES 100 – MANAGEMENT AND COORDINATION

Program Management

- 100) Provide a Project Manager to manage the Consultant and act as the primary liaison with City staff. Project Manager will be responsible for:
- oversight of services performed by the Consultant, including quality assurance and quality control, timely completion of services, program planning, task coordination and implementation, program controls, progress reporting, and work product delivery;
 - providing strategic and day-to-day oversight, coordination, collaboration, and direction to activities related to the project; and
 - managing and administering project and allocating resources to complete the program management and engineering consulting services within scope of services, schedule, and budget limitations.
- 101) Prepare and submit monthly invoices and progress reports. The monthly progress reports will include a summary of activities recently completed and ongoing, list action items for City staff, and identify potential scope of services and schedule adjustments.
- 102) Schedule, prepare for, and conduct a kickoff meeting with City staff. Discussions will be held to review and confirm the project goals, objectives, and schedule; evaluate basic concerns on objectives and implementation of the project; confirm responsibilities and the scope of services; develop public communication and documentation guidelines; discuss any known difficulties that may be encountered with regards to property owners; assign project team contacts and communication protocols; review inspection format and forms; review data and information requests; and discuss presentation of the project work. Prepare agenda and meeting notes and issue notes following kickoff meeting to attendees.
- 103) Schedule, prepare for, and participate in progress and collaboration meetings to discuss and coordinate project activities, provide progress updates, discuss documentation of project accomplishments, review interim deliverables and findings, and achieve timely completion of work activities. Prepare and issue notes following meetings to attendees. This task assumes eight onsite meetings held at the City's offices and 12 meetings conducted by Microsoft Teams.
- 104) Perform internal review of project deliverables in accordance with the Consultant's quality assurance/quality control (QA/QC) program by qualified staff.

- 105) Present the preliminary and final master plan findings at up to two Board of Aldermen meetings (in person) at the direction of the City.

TASK SERIES 200 – DATA COLLECTION AND ASSET INVENTORY

Data Collection and Review

- 200) City shall provide and Consultant will review existing data and information for the sanitary sewers and lift stations located within the study area, including available record drawings, pipe television inspection video, manhole inspection reports, geographic information system (GIS) mapping, OpenGov/Cartegraph data exports, lift station pump manufacturer and model numbers, available lift station Supervisory Control and Data Acquisition (SCADA) data (pump run times and cycle times), and available pump on/off float levels and alarm setpoints. A list of requested initial data will be prepared and provided in advance of the kickoff meeting.
- 201) City shall provide and Consultant will review existing financial data and information, including recent Annual Comprehensive Financial Reports, recent and current utility budgets and actual expenses, service area description, annual utility service revenues, customer and rate class information, current rate schedule/structure, historical billed sewer flow by class, existing debt service obligations and covenants, annual system operation and maintenance expenses, and current CIP. A list of requested initial data will be prepared and provided in advance of the financial plan kickoff meeting (Task 502).

Asset Inventory and Attributes

- 202) With input from the City, select a subset of assets and facilities for initial data collection, field inventory, and condition assessment efforts (Task 206). The subset will be a City-approved list (quantity, asset ID, and location) of sanitary gravity mains, manholes, air release valves, force mains, grinder pump stations, and lift stations. This subset will be assumed to be representative of the City's sanitary system and used for planning projections (Task 210).
- 203) Develop a phased plan and schedule for verifying existing, and obtaining missing, inventory and attribute data of assets not selected for initial data collection, field inventory, and condition assessment efforts (those not selected in Task 202). Indicate where City staff can assist in data collection, field inventory, and condition assessment efforts. Incorporate phased asset inventory and attribute data collection plan and schedule into the draft CIP (Task 500) and Financial Plan (Task 507).

Field Inventory and Condition Assessment

- 204) Prior to commencing field inspections, prepare a field inspection activity notification letter. Submit notification letter to the City for comment. Revise notification letter based on City's review comments. Field inspection crews, including

survey and geotechnical crews, will carry a signed original copy of the approved notification letter.

- 205) Prior to commencing field inspections, develop an inspection plan that includes field inventory and condition assessment protocols, including data attributes to be recorded, and list of assets and facilities to be inspected and inventoried, as previously selected (Task 202). As part of the inspection plan, develop an ArcGIS Online map to assign crew work areas, document known information and conditions of the assets, identify assets to be located and inspected, and track and communicate progress and quantities of assets inspected. Submit inspection plan to the City for comment. Revise inspection plan based on City's review comments.
- 206) Perform field inventory and condition assessment for the assets and facilities identified in Task 202 per the approved inspection plan (Task 205).
- a) Sanitary Gravity Mains
- i) Conduct internal closed-circuit television (CCTV) inspections of up to 4,000 feet of gravity sewer mains using National Association of Sewer Service Companies (NASSCO) Pipeline Assessment and Certification Program (PACP) standards. Inspection videos and inspection records will be provided to the City in a digital format acceptable to the City. All informational data on the sewer system pipes will be collected in NASSCO PACP format.
 - ii) The CCTV inspection efforts will be conducted with industry standard equipment. The camera will be moved through the system in either direction at a uniform rate, stopping when necessary, to ensure proper documentation of the pipe conditions, but in no case will the television camera be moved at a speed greater than 30 feet per minute. The camera will be capable of stopping and panning the head of the camera 180 degrees to view any defects, observations, and connections. It will also be capable of taking still photographs of any defects observed.
 - iii) If during the inspection the camera will not pass through the pipe, equipment will be reset in a manner so the inspection can be performed from the opposite direction. If the camera fails to pass through the entire pipe, the location and cause of the camera blockage will be documented and information will be provided to the City, and the inspection will be considered complete (no additional inspection work will be required).
 - iv) Attempt CCTV inspection without cleaning of the assigned pipe segments. Pipe segments with debris or anticipated to have debris that will impede the CCTV camera from traversing the pipe will be cleaned on an hourly basis and approved prior to televising as Optional Services.
 - v) As part of the QA/QC process, specialized data reviews and data queries will be performed to help ensure data completeness. Logical data checks will also be performed to ensure that the values recorded follow and comply with the approved inspection plan (Task 205).

- vi) Deliverables will include:
 - (1) Updated GIS network and asset inventory
 - (2) PACP NASSCO 7 inspection database (Microsoft Access or Excel format)
 - (3) CCTV video files (City-selected format)

b) Sanitary Manholes

- i) Perform up to 50 surface manhole inspections to determine horizontal (x- and y-) coordinates, assess defects, and identify infiltration and inflow (I/I) sources generally using NASSCO Manhole Assessment and Certification Program (MACP) standards. Conduct field inventory to determine horizontal coordinates of an additional 200 manholes (surface inspections will not be performed on these manholes). Inspection records will be provided to the City in a digital format acceptable to the City.
- ii) Manhole inspections will be conducted by two-person crews. Manholes will be inspected along with capturing 360 camera imaging data. Manholes will be inspected from the top-side of the manhole using the CONSULTANT360 camera. Each visible structural component of the manhole will be inspected and assigned a condition rating. Photographic records will be used to supplement and substantiate manhole inspection observations and recommendations. Hydrogen sulfide (H₂S) readings will be taken from each accessible manhole. All manhole inspection data will be digitally recorded as work progresses.
- iii) A sub-meter GPS shot will be taken on each manhole location to determine horizontal coordinates. Measure downs of each incoming and outgoing pipe will be recorded from each accessible manhole.
- iv) Visual inspections of all incoming and outgoing pipes of accessible manholes inspected will be conducted. This will include private service laterals that enter into manholes. Photographs will be taken of the line segments from inside the manhole, showing cracked pipe, offset joints greater than 1-inch, partially or fully collapsed pipe, or obstructions such as roots, debris, or grease. Each photograph will be properly annotated and attached to the specific manhole inspection record.
- v) Field crews will spend a maximum of 20 minutes to locate manholes. A list and general vicinity of manholes that could not be inspected because they were buried or crews were unable to locate will be tabulated and provided to the City to be located and uncovered. Consultant will then follow-up with an inspection of the manhole.
- vi) As part of the QA/QC process, specialized data reviews and data queries will be performed to help ensure data completeness. Logical data checks will also be performed to ensure that the values recorded follow and comply with the approved inspection plan (Task 205).
- vii) Deliverables will include:
 - (1) Updated GIS network and asset inventory
 - (2) Inspection database (Microsoft Access or Excel format)
 - (3) 360-degree imaging data

- c) Sanitary Air Release Valves
 - i) Perform up to 20 surface air release valve inspections to determine horizontal (x- and y-) coordinates and assess defects using approved protocols (Task 205). Conduct field inventory to determine horizontal coordinates of an additional 50 air release and system valves (surface inspections will not be performed on these valves). Inspection records will be provided to the City in a digital format acceptable to the City.
 - ii) Air release valve and valve vault inspections will be conducted by two-person crews. Air release valves and valve vaults will be inspected along with capturing 360 camera imaging data. Air release valves and valve vaults will be inspected from the top-side using the CONSULTANT360 camera. Each visible component of the valve vault and the valves will be inspected and assigned a condition rating. Valves will not be exercised or tested during the inspections. Photographic records will be used to supplement and substantiate air release valve and valve vault inspection observations and recommendations. All system valve and valve vault inspection data will be digitally recorded as work progresses.
 - iii) A sub-meter GPS shot will be taken on each valve location to determine horizontal coordinates.
 - iv) Field crews will spend a maximum of 20 minutes to locate valve vaults. A list and general vicinity of valve vaults that could not be inspected because they were buried or crews were unable to locate will be tabulated and provided to the City to be located and uncovered. CONSULTANT will then follow-up with an inspection of the valve and valve vault.
 - v) As part of the QA/QC process, specialized data reviews and data queries will be performed to help ensure data completeness. Logical data checks will also be performed to ensure that the values recorded follow and comply with the approved inspection plan (Task 205).
 - vi) Deliverables will include:
 - (1) Updated GIS network and asset inventory
 - (2) Condition assessment inspection records
 - (3) 360-degree imaging data

- d) Sanitary Force Mains
 - i) Conduct internal closed-circuit television (CCTV) inspections of up to 2,000 feet of 12- to 24-inch diameter force mains using NASSCO PACP standards. Inspection videos and inspection records will be provided to the City in a digital format acceptable to the City. All informational data on the sewer system pipes will be collected in NASSCO PACP format.
 - ii) The CCTV inspection efforts will be conducted with industry standard equipment. The camera will be moved through the system in either direction at a uniform rate, stopping when necessary, to ensure proper documentation of the pipe conditions, but in no case will the television camera be moved at a speed greater than 30 feet per minute. The camera will be capable of

- stopping and panning the head of the camera 180 degrees to view any defects, observations, and connections. It will also be capable of taking still photographs of any defects observed.
- iii) If during the inspection the camera will not pass through the pipe, equipment will be reset in a manner so the inspection can be performed from the opposite direction. If the camera fails to pass through the entire pipe, the location and cause of the camera blockage will be documented and information will be provided to the City, and the inspection will be considered complete (no additional inspection work will be required).
 - iv) Attempt CCTV inspection without cleaning of the assigned pipe segments. Pipe segments with debris or anticipated to have debris that will impede the CCTV camera from traversing the pipe will be cleaned on an hourly basis and approved prior to televising as Optional Services.
 - v) As part of the QA/QC process, specialized data reviews and data queries will be performed to help ensure data completeness. Logical data checks will also be performed to ensure that the values recorded follow and comply with the approved inspection plan (Task 205).
 - vi) Deliverables will include:
 - (1) Updated GIS network and asset inventory
 - (2) PACP NASSCO 7 inspection database (Microsoft Access or Excel format)
 - (3) CCTV video files (City-selected format)
- e) Grinder Pump Stations
- i) Perform up to 50 grinder pump station inspections to determine horizontal (x- and y-) coordinates and assess defects using approved protocols (Task 205). Conduct field inventory to determine horizontal coordinates of an additional 200 grinder pump stations (inspections will not be performed on these stations). Inspection records will be provided to the City in a digital format acceptable to the City.
 - ii) Grinder pump station inspections will be conducted by two-person crews. Grinder pumps will be inspected along with capturing 360 camera imaging data. Grinder pumps will be inspected from the top-side of the pump station using the CONSULTANT360 camera. Each visible component of the pump station will be inspected and assigned a condition rating. Grinder pumps and valves will not be exercised or tested during the inspections. Photographic records will be used to supplement and substantiate grinder pump station inspection observations and recommendations. All grinder pump inspection data will be digitally recorded as work progresses.
 - iii) A sub-meter GPS shot will be taken on each grinder pump location to determine horizontal coordinates.
 - iv) Field crews will spend a maximum of 20 minutes to locate grinder pump stations. A list and general vicinity of grinder pump stations that could not be inspected because they were buried or crews were unable to locate will be tabulated and provided to the City to be located and uncovered.

CONSULTANT will then follow-up with an inspection of the grinder pump station.

- v) As part of the QA/QC process, specialized data reviews and data queries will be performed to help ensure data completeness. Logical data checks will also be performed to ensure that the values recorded follow and comply with the approved inspection plan (Task 205).
 - vi) Deliverables will include:
 - (1) Updated GIS network and asset inventory
 - (2) Condition assessment inspection records
 - (3) 360-degree imaging data
- f) Sanitary Lift Stations
- i) Perform field inspections on up to 2 lift stations, including the Sands and Rockway Lift Stations, using approved protocols (Task 205). Inspection records will be provided to the City in a digital format acceptable to the City.
 - ii) Lift station inspections will be conducted by two- to four-person crews, including a mechanical and electrical engineer. Lift stations will be inspected along with capturing 360 camera imaging data. Lift stations will be inspected from the top-side of the pump station using the CONSULTANT360 camera. Each visible component of the lift station will be inspected and assigned a condition rating. Pumps and valves will not be exercised or tested during the inspections. Photographic records will be used to supplement and substantiate lift station inspection observations and recommendations. All lift station inspection data will be digitally recorded as work progresses.
 - iii) In the event that the nameplate or equipment make and model is not visible from the surface, exercise reasonable effort to locate the equipment models through available record drawing review.
 - iv) These field inspections will also include measurements of wet wells and valve vaults and pump drawdown tests to support the pump station analysis and operational evaluation (Task 304).
 - v) Document lift station primary and backup power capabilities.
 - vi) A sub-meter GPS shot will be taken on each lift station location to determine horizontal coordinates.
 - vii) Deliverables will include:
 - (1) Updated GIS network and asset inventory
 - (2) Condition assessment inspection records
 - (3) 360-degree imaging data

Geotechnical Investigation

- 207) Conduct a preliminary geotechnical sub-surface investigation of the anticipated Sands Lift Station force main replacement alignment.
- a) Drill three borings to a penetration depth of approximately 5-feet below the anticipated pipe invert elevation (approximately 12- to 15-feet). If auger refusal is encountered prior to reaching proposed depth, the elevation shall be noted and

the boring shall be considered complete. Samples are to be taken at 2.5-foot intervals for full boring depth.

- b) Boring locations will be reviewed and accepted by the City prior to mobilization.
- c) CONSULTANT will be responsible for conducting public utility checks and work with the City to locate any other utilities which may cause interference with drilling activities.
- d) Collect three representative soil samples from the proposed soil boring locations to determine the corrosive potential of the onsite soils to buried metallic pipe. Measure the electrochemical, physical, and chemical properties of the soil, including soil resistivity, pH, oxidation-reduction potential, soluble salt concentrations, and moisture content.
- e) Provide a written report containing the field and laboratory testing procedures and findings of the subsurface investigations.

208) Develop a phased plan and schedule for performing field inventory and condition assessment of assets and facilities not identified in Task 202. Indicate where City staff can perform field inventory and condition assessments and consider condition assessment efforts recently completed by City staff. Incorporate phased condition assessment plan and schedule into the draft CIP (Task 500) and Financial Plan (Task 507).

209) Based on the completed condition assessment (Task 206), prepare proposed rehabilitation and replacement recommendations for the inspected assets and facilities for City review and comment. Incorporate approved recommendations and cost opinions into the draft CIP (Task 500) and Financial Plan (Task 507).

210) Based on the completed condition assessment (Task 206), prepare a proposed methodology for projecting the asset and facility subset condition assessment results and rehabilitation and replacement recommendations to the entire sanitary system. Review the proposed methodology with the City, including the applicable assumptions and limitations. After City approval of the methodology, estimate system-wide rehabilitation and replacement needs and cost opinions and incorporate into the draft CIP (Task 500) and Financial Plan (Task 507).

Sands Lift Station Site Survey

211) Perform a survey to provide a detailed representation of the existing Sands Lift Station property, including boundary lines, topography, and existing improvements and utilities. This survey will serve as the basis for the future architectural and engineering design of a new building to be constructed over and around the existing lift station. No architectural or engineering design of a new building will be performed as part of this Scope of Services.

- a) Perform a field survey to locate and verify all property corners.
- b) Establish or recover a local benchmark onsite for vertical control, referenced to a City-approved vertical datum.

- c) Perform a topographic survey of the property capturing ground elevations to generate one-foot contour lines.
- d) Obtain spot elevations at critical locations, including but not limited to corners of buildings and structures and grade breaks.
- e) Locate existing improvements on the property, including but not limited to buildings, pavement, sidewalks, fences, manholes, and other structures.
- f) Provide detailed location and elevation data for all visible components of the existing lift station and excess flow holding basin, including horizontal location and top of structure elevation for the wet well, valve vault, and manholes; dimensions and location of the lift station control panel, electrical disconnects, and automatic transfer switch; and the location of visible vents, hatches, and other appurtenances related to the lift station.
- g) Locate and identify observable public and private utilities serving the site marked by the third-party utility locating service, including incoming gravity sewer lines, force main, water mains, gas lines, and electrical lines.
- h) Provide one electronic copy of the final survey drawing in AutoCAD (.dwg) format.

TASK SERIES 300 – SYSTEM PLANNING AND OPERATION ASSESSMENT

Flow and Rainfall Monitoring

- 300) Perform influent flow monitoring at the Sands Lift Station to support the pump station analysis and operational evaluation (Tasks 304 through 307).
- a) Install and calibrate two flow meters and mounting rings directly upstream of the Sands Lift Station. Complete a site assessment form for the approved flow monitoring location.
 - b) Verify the flow meter installation and calibration by conducting routine site visits following installation as necessary based on review of FlowWorks data. Site visits shall include the upload and interrogation of all flow data, meter calibration (as needed), velocity profiling, battery replacement, sensor cleaning, and other diagnostic checks. Manual level and velocity readings will be recorded during all site visits to confirm calibration of flow meters as needed.
 - c) Defective meter equipment and/or equipment that cannot be properly calibrated will be removed from the monitoring site and replaced or repaired. In the event a meter fails or requires removal, replace it with a like meter to ensure that data continues to be captured and minimal downtime is experienced.
 - d) Flow monitors shall remain in place for a minimum of a 90-day continuous period. Remove flow meters at the conclusion of the monitoring period.
 - e) Provide and maintain the FlowWorks platform for the entire duration of the monitoring period. Provide the City with access to the platform for data viewing purposes. Ensure connection with equipment, troubleshoot server issues, and provide user support as needed.
 - f) During and following completion of the flow monitoring effort, process the gathered data and develop tabular and graphical summaries. The impact of silt

and debris will be evaluated, and any necessary data adjustments will be made at this time. Hydrographs, level and velocity graphs, and scatterplots will be created for each site.

- 301) Perform rainfall monitoring at the Sands Lift Station to support the pump station analysis (Tasks 304 through 307).
 - a) Install, service, and maintain one continuous recording, electronic rain gauge during the same monitoring period as the flow meters (Task 300). Complete a site assessment form for the rainfall monitoring location. The gauge(s) will record rainfall to one-hundredths of an inch increments.
 - b) The gauge will be checked and data downloaded monthly.
 - c) Data collected from each rain gauge will be analyzed to correlate dry-weather and seasonal peak system flows to rainfall intensity and duration.
- 302) Develop a phased plan and schedule for future flow and rainfall monitoring and data collection to support additional lift station evaluation and hydraulic modeling efforts. Incorporate phased plan, operating and capital costs, and schedule into the draft CIP (Task 500) and Financial Plan (Task 507).

Hydraulic Modeling

- 303) Develop a phased plan and schedule for future system hydraulic model selection, development, calibration, and verification. Incorporate phased hydraulic modeling plan, operating and capital costs, and schedule into the draft CIP (Task 500) and Financial Plan (Task 507). No system-wide hydraulic modeling will be performed as part of this Scope of Services.

Pump Station Analysis and Operational Evaluation

- 304) Complete an analysis of the Sands Lift Station based on the field data collected and existing information (including as-built drawings, pump manufacturer and model numbers, pump run times and cycle times, complaints, and work orders). This analysis will include determining the conditions each pump is currently running at, reviewing the sizing and head conditions of the pumps, determining the condition of lift station components, and reviewing future flow needs.
- 305) Complete hydraulic capacity model and analysis including size analysis of the force main system to simulate the current and future operating conditions. Develop system head curve and plot pump curves against system head curves. Calculate force main velocities.
- 306) Analyze operational data from the SCADA system to evaluate the performance of the pump stations. Determine pump run time and cycle frequency and wet well detention time.
- 307) Prepare recommendations for improving pump station operation and develop preliminary design lift station and force main capacity recommendations.

308) Review current and past odor control measures at the lift stations and ARVs and their effectiveness. Investigate potential sources of odor by determining detention times and wet well mixing adequacy. Review other odor control options and costs and make recommendations.

309) Prepare a Sands Lift Station standard operating procedure (SOP) for routine operation, emergency response, and maintenance. The document will serve as a reference and training tool for operations and maintenance personnel. The document will include a facility overview, normal operating procedures, wet weather operating procedures including operation of the excess flow holding basin, alarm and emergency response procedures, and maintenance procedures. Submit the draft SOP to the City for review and comment. Incorporate City review comments into the SOP as applicable and submit an electronic copy of the final SOP to the City.

Fats, Oils and Grease (FOG) Control Program

310) Prepare and submit a request for information to the City for data and reports related to the City's fats, oils and grease (FOG) control activities. Review information provided by the City to become generally familiar with the City's FOG-related activities, status, and reporting tools and templates.

311) Based on the information provided (Task 401), develop a phased plan and schedule for developing and implementing a FOG Control Program Plan for the City. Incorporate phased plan, operating and capital costs, and schedule into the draft CIP (Task 500) and Financial Plan (Task 507).

Capacity, Management, Operations and Maintenance (CMOM) Program

312) Prepare and submit a request for information to the City for data and reports related to the City's capacity, management, operations, and maintenance (CMOM) activities. Review information provided by the City to become generally familiar with the City's CMOM activities, status, and reporting tools and templates.

313) Using the *Checklist for Conducting Evaluations of Wastewater Collection System CMOM Programs*, document the City's current CMOM activities, tools, and resources based on interviews with appropriate City staff. This task assumes two staff interviews conducted via Microsoft Teams.

314) Based on the information provided (Tasks 312 and 313), develop a phased plan and schedule for developing and implementing a CMOM Program Plan for the City. Incorporate phased plan, operating and capital costs, and schedule into the draft CIP (Task 500) and Financial Plan (Task 507).

315) Prepare and submit a request to the City for available historical odor complaint, overflow, basement backup, asset failure, and pipe blockage information (including

locations). Assist the City with developing a GIS map of these locations and submit to the City in a file geodatabase format for the City's use for future tracking.

TASK SERIES 400 – ASSET MANAGEMENT AND FACILITY MAINTENANCE

Likelihood/Consequence of Failure and Risk

400) Develop a phased plan and schedule for developing, determining, and documenting likelihood and consequence of failure (L/CoF) and risk categories, factors, and prioritization scoring of sanitary assets. Incorporate phased risk prioritization plan and schedule into the draft CIP (Task 500) and Financial Plan (Task 507). Once complete, this methodology will be used to prioritize the future inspection, repair, and replacement of sanitary assets.

Facility Preventive Maintenance Program

401) Prepare and submit a request for information to the City for available asset O&M manuals and available asset nameplate and equipment make and model information from the City for the Sands and Rockway Lift Stations, one simplex grinder pump station, one duplex grinder pump station, and one triplex grinder pump station. If any asset O&M manuals are unavailable, request asset O&M manual from the manufacturer.

402) Prepare and submit a request for information to the City for current OpenGov/Cartegraph preventive maintenance (PM) tasks for assets associated with the facilities listed in Task 401. Compare current PM tasks from OpenGov/Cartegraph to manufacturer-recommended PM tasks. Provide a summary of recommended asset PM updates to the City in a digital format suitable for import or manual entry by the City. Assist City staff in an advisory capacity as they perform the recommended updates to OpenGov/Cartegraph.

403) Develop/revise guidance for inputting/revising PM tasks in OpenGov/Cartegraph (include guidance for grouping facility tasks). Provide general guidance on modifying and documenting standard PM tasks and frequency based on O&M history and experience.

404) Review OpenGov/Cartegraph equipment coding and PM template documentation. Review existing asset OpenGov/Cartegraph PM templates and tasks (actions, frequency, typical level of effort). Verify that the updated PM tasks are appropriately generating work orders.

TASK SERIES 500 – SEWER CAPITAL IMPROVEMENT AND ASSET REPLACEMENT PLAN DEVELOPMENT AND SEWER RATE EVALUATION

CIP Development

500) Utilizing the City’s existing sanitary sewer system budget and CIP, develop a draft updated 10-year CIP by incorporating the various phased plans and schedules developed in this Scope of Services (Tasks 203, 208-210, 302, 303, 311, 314, and 400). Submit the draft CIP to the City for review and review and discuss the draft CIP at a regularly scheduled meeting with the City. Any revisions to the CIP will be agreed upon for purposes of finalizing the sewer rate evaluation.

Financial Planning

501) Prepare a comparison of the City’s existing utility rates to comparable peers as a basis for discussion and determine if additional types of fees may be appropriate to be analyzed and considered for use by the City’s utilities.

502) Schedule, prepare for, and conduct an in-person financial plan kick-off meeting separate from regularly scheduled meetings (Tasks 102 and 103). The meeting objectives are to discuss the City’s preliminary pricing objectives and review the data request for the financial plan, cost of service, and rate setting efforts.

503) Conduct up to three virtual (Microsoft Teams) interviews with City staff to obtain a thorough understanding of the financial, operational, regulatory, and political environments. Existing rate policies and ordinances will be reviewed for consistency with current and possible future fees. Key issues, areas of concern, and pricing objectives will be reviewed and discussed. Historical information will be reviewed related to costs, customers, usage, demand patterns, capital spending, plant in service, and revenues generated to provide a better understanding of recent changes in operating characteristics and to develop appropriate trends and growth factors for creating financial forecasts. Other information reviewed will include regulatory requirements, bond covenants, contractual requirements, and capital plans for each utility. Identify assumptions used to allocate and project costs that will be integrated into the rate model.

504) Schedule, prepare for, and conduct a virtual (Microsoft Teams) meeting separate from regularly scheduled meetings (Tasks 102 and 103) to review preliminary assumptions and findings that will be integrated into the rate model.

Consumption and Current Revenue Analysis

505) Collect comprehensive operation and customer billing information to classify customers and project user demand over the planning period. Study available historical consumption of the City’s different customer types in order to arrive at a corresponding usage and growth rate for each type. As a result of these analyses, develop projections of consumption for the forecast period under various scenarios, resulting in an optimistic projection, pessimistic projection, and most likely projection.

Examine the City's current customer classifications and identify any changes that may be necessary to make them more consistent with current industry practices and standards. Calculate revenues under current rates at projected consumption levels (optimistic, pessimistic, and most likely) to understand the potential revenues realizable. Compare these revenues to the revenue requirements forecast in the City-approved CIP (Task 500) to understand the magnitude of the potential shortfall under the current rates.

Development of Financial Plans

- 506) Evaluate the City's operating and capital reserve requirements as well as financial and rate policies and recommend appropriate changes to the existing policies that will allow the utility to most effectively meet their financial goals. These financial policy requirements will include identifying appropriate target reserve levels for the operating and capital programs; when these reserves can be used; infrastructure replacement funding from operations; debt funding of CIP, if needed; review of the level of transfers to the general fund; and debt service coverage designed to allow the City to meet its financial objectives and goals while achieving improved rate stability and revenue sufficiency. Provide recommendations on how the City may fund operating and maintenance expenses that do not occur annually.
- 507) Develop forecasts of revenue requirements over the multi-year planning period. Revenue requirements will be projected over the rate-setting period based on historical results, the current budget, capital improvement plans, master planning studies, existing debt service, other obligations, and current economic trends. The effect of variations in factors that impact the utility's revenue requirements will be evaluated. Provide comparisons of potential revenue requirement scenarios for review with the City to identify the most appropriate revenue requirements for proposed rates. Projecting revenue adjustments over a multi-year planning horizon can illustrate future rate impacts and potential challenges to the City's financial situation. This will allow the City to adjust its expenses, transfers, and reserve balances or schedule capital projects to smooth rate impacts and maintain financial stability.
- 508) Develop a multi-year cash flow analysis to determine the revenue adjustments needed to meet projected revenue requirements for the multi-year planning period while minimizing sharp rate fluctuations. The cash flow worksheet incorporates revenues generated from different sources, expenses needed to maintain the utility systems, any transfers in and out of the enterprise fund, as well as the coverage needed to meet current and proposed debt service requirements. The level of the transfers will be considered and compared to industry standards as well as considered based on regulatory guidelines. Review the reserve policies to recommend appropriate reserve balances consistent with industry standards and the City's desire to appropriately address risk associated with various factors, including emergency expenditures or revenue shortfalls.

509) Schedule, prepare for, and conduct a virtual (Microsoft Teams) meeting separate from regularly scheduled meetings (Tasks 102 and 103) to review preliminary multi-year financial plans.

Cost of Service Analysis and Rate Calculation

510) Acknowledging the revenue requirements are dependent on the assumptions established in the preceding financial plan and capital planning tasks, perform a cost of service analysis. Following the basic premise of cost of service allocations set forth by state and local laws, the Water Environment Federation's (WEF) Manual of Practice No. 27: *Financing and Charges for Wastewater Systems Manual*, and other authoritative bodies, complete a cost functionalization to allocate costs to the various functions within the utility.

511) After the revenue requirements have been functionalized, classified, and allocated, the consumption analysis will be used and combined with the new revenue requirements to calculate user rates reflecting the City's specific rate goals and objectives. Review the City's current rate structure and compare it to industry standards.

512) Review the City's existing sewer impact fees, plant capacity fees, and other capital charges for new customers connecting to the sewer system and evaluate if they are recovering the appropriate value to ensure equity with the City's existing customers. Update the capital charges with the latest available fixed asset information and capital improvement plan cost data. Projected revenue from the capital charges will be reflected in the overall financial plan for the sewer utility.

513) Develop a rate model which incorporates the rate structures and rate calculation methodologies that are identified. Using the model, project rates for the forecast period to ensure that all covenant requirements are met and provide the rates and working copies of rate model drafts in Microsoft Excel format to the City for review and comment. Schedule, prepare for, and conduct a virtual (Microsoft Teams) meeting separate from regularly scheduled meetings (Tasks 102 and 103) to review the entire cost-of-service and rate-setting process and review preliminary rates.

514) Based on the City-approved rate structures, develop a comparison of the cost of service to rate recovery under the new rates as well as existing rates. This will allow the City to understand any inequities in the existing rate structure as well as how any proposed changes to the rate structure addresses those inequities.

Reports and Presentations

515) Prepare draft rate study report to document the rate development process, describe any proposed changes to the existing rate structure, and present the results of the cost of service and rate study analysis. Submit an electronic copy of the draft report to the City for review and comment.

- 516) Schedule, prepare for, and conduct a virtual (Microsoft Teams) meeting separate from regularly scheduled meetings (Tasks 102 and 103) to review the draft report and provide guidance on use of the rate model (Microsoft Excel format).
- 517) Incorporate City review comments into the rate study report as applicable and submit an electronic copy of the final rate study report to the City.
- 518) Prepare a draft presentation to summarize the rate study process, findings, and results and submit an electronic copy to the City for review and comment. Incorporate City review comments into the presentation as applicable and submit an electronic copy of the final presentation to the City.
- 519) Present the rate study presentation at up to two Board of Aldermen meetings (in person) at the direction of the City.

TASK SERIES 600 – WATER RATE EVALUATION

CIP Development

- 600) Utilizing the City's existing drinking water system budget and CIP, develop a draft updated 10-year CIP. Submit the draft CIP to the City for review and review and discuss the draft CIP at a regularly scheduled meeting with the City. Any revisions to the CIP will be agreed upon for purposes of finalizing the water rate evaluation.

Financial Planning

- 601) Prepare a comparison of the City's existing water rates to comparable peers as a basis for discussion and determine if additional types of fees may be appropriate to be analyzed and considered for use by the City's utilities.
- 602) Schedule, prepare for, and conduct an in-person financial plan kick-off meeting separate from regularly scheduled meetings (Tasks 102 and 103). The meeting objectives are to discuss the City's preliminary pricing objectives and review the data request for the financial plan, cost of service, and rate setting efforts.
- 603) Conduct up to three virtual (Microsoft Teams) interviews with City staff to obtain a thorough understanding of the financial, operational, regulatory, and political environments. Existing rate policies and ordinances will be reviewed for consistency with current and possible future fees. Key issues, areas of concern, and pricing objectives will be reviewed and discussed. Historical information will be reviewed related to costs, customers, usage, demand patterns, capital spending, plant in service, and revenues generated to provide a better understanding of recent changes in operating characteristics and to develop appropriate trends and growth factors for creating financial forecasts. Other information reviewed will include regulatory requirements, bond covenants, contractual requirements, and capital

plans for each utility. Identify assumptions used to allocate and project costs that will be integrated into the rate model.

- 604) Schedule, prepare for, and conduct a virtual (Microsoft Teams) meeting separate from regularly scheduled meetings (Tasks 102 and 103) to review preliminary assumptions and findings that will be integrated into the rate model.

Consumption and Current Revenue Analysis

- 605) Collect comprehensive operation and customer billing information to classify customers and project user demand over the planning period. Study available historical consumption of the City's different customer types in order to arrive at a corresponding usage and growth rate for each type. As a result of these analyses, develop projections of consumption for the forecast period under various scenarios, resulting in an optimistic projection, pessimistic projection, and most likely projection. Examine the City's current customer classifications and identify any changes that may be necessary to make them more consistent with current industry practices and standards. Calculate revenues under current rates at projected consumption levels (optimistic, pessimistic, and most likely) to understand the potential revenues realizable. Compare these revenues to the revenue requirements forecast in the City-approved CIP (Task 600) to understand the magnitude of the potential shortfall under the current rates.

Development of Financial Plan

- 606) Evaluate the City's operating and capital reserve requirements as well as financial and rate policies and recommend appropriate changes to the existing policies that will allow the utility to most effectively meet their financial goals. These financial policy requirements will include identifying appropriate target reserve levels for the operating and capital programs; when these reserves can be used; infrastructure replacement funding from operations; debt funding of CIP, if needed; review of the level of transfers to the general fund; and debt service coverage designed to allow the City to meet its financial objectives and goals while achieving improved rate stability and revenue sufficiency. Provide recommendations on how the City may fund operating and maintenance expenses that do not occur annually.
- 607) Develop forecasts of revenue requirements over the multi-year planning period. Revenue requirements will be projected over the rate-setting period based on historical results, the current budget, capital improvement plans, master planning studies, existing debt service, other obligations, and current economic trends. The effect of variations in factors that impact the utility's revenue requirements will be evaluated. Provide comparisons of potential revenue requirement scenarios for review with the City to identify the most appropriate revenue requirements for proposed rates. Projecting revenue adjustments over a multi-year planning horizon can illustrate future rate impacts and potential challenges to the City's financial situation. This will allow the City to adjust its expenses, transfers, and reserve

balances or schedule capital projects to smooth rate impacts and maintain financial stability.

- 608) Develop a multi-year cash flow analysis to determine the revenue adjustments needed to meet projected revenue requirements for the multi-year planning period while minimizing sharp rate fluctuations. The cash flow worksheet incorporates revenues generated from different sources, expenses needed to maintain the utility systems, any transfers in and out of the enterprise fund, as well as the coverage needed to meet current and proposed debt service requirements. The level of the transfers will be considered and compared to industry standards as well as considered based on regulatory guidelines. Review the reserve policies to recommend appropriate reserve balances consistent with industry standards and the City's desire to appropriately address risk associated with various factors, including emergency expenditures or revenue shortfalls.
- 609) Schedule, prepare for, and conduct a virtual (Microsoft Teams) meeting separate from regularly scheduled meetings (Tasks 102 and 103) to review preliminary multi-year financial plans.

Cost of Service Analysis and Rate Calculation

- 610) Acknowledging the revenue requirements are dependent on the assumptions established in the preceding financial plan and capital planning tasks, perform a cost of service analysis. Following the basic premise of cost of service allocations set forth by state and local laws, the *American Water Works Association (AWWA) Manual M-1, Principles of Water Rates, Fees, and Charges*, and other authoritative bodies, complete a cost functionalization to allocate costs to the various functions within the utility.
- 611) After the revenue requirements have been functionalized, classified, and allocated, the consumption analysis will be used and combined with the new revenue requirements to calculate user rates reflecting the City's specific rate goals and objectives. Review the City's current rate structure and compare it to industry standards.
- 612) Review the City's existing water impact fees and other capital charges for new customers connecting to the sewer system and evaluate if they are recovering the appropriate value to ensure equity with the City's existing customers. Update the capital charges with the latest available fixed asset information and capital improvement plan cost data. Projected revenue from the capital charges will be reflected in the overall financial plan for the water utility.
- 613) Develop a rate model which incorporates the rate structures and rate calculation methodologies that are identified. Using the model, project rates for the forecast period to ensure that all covenant requirements are met and provide the rates and working copies of rate model drafts in Microsoft Excel format to the City for review

and comment. Schedule, prepare for, and conduct a virtual (Microsoft Teams) meeting separate from regularly scheduled meetings (Tasks 102 and 103) to review the entire cost-of-service and rate-setting process and review preliminary rates.

- 614) Based on the City-approved rate structures, develop a comparison of the cost of service to rate recovery under the new rates as well as existing rates. This will allow the City to understand any inequities in the existing rate structure as well as how any proposed changes to the rate structure addresses those inequities.

Reports and Presentations

- 615) Prepare draft rate study report to document the rate development process, describe any proposed changes to the existing rate structure, and present the results of the cost of service and rate study analysis. Submit an electronic copy of the draft report to the City for review and comment.
- 616) Schedule, prepare for, and conduct a virtual (Microsoft Teams) meeting separate from regularly scheduled meetings (Tasks 102 and 103) to review the draft report and provide guidance on use of the rate model (Microsoft Excel format).
- 617) Incorporate City review comments into the rate study report as applicable and submit an electronic copy of the final rate study report to the City.
- 618) Prepare a draft presentation to summarize the rate study process, findings, and results and submit an electronic copy to the City for review and comment. Incorporate City review comments into the presentation as applicable and submit an electronic copy of the final presentation to the City.
- 619) Present the rate study presentation at up to two Board of Aldermen meetings (in person) at the direction of the City.

ASSUMPTIONS, CLARIFICATIONS, AND EXCLUSIONS

The following assumptions, clarifications, and exclusions are made in the preparation of this scope of services:

- The City will provide requested data timely and at the level of detail requested, which Consultant shall rely on in the execution of the Scope of Services without independent verification.
- Following project meetings, Consultant will provide a summary of information reviewed and decisions made during the meeting for the City's review and approval. These documented decisions shall form the basis for subsequent work unless commented upon by the City within five (5) business days.
- The City will attend requested meetings.

- The City will review and approve key project deliverables in a timely manner as the project progresses. Consultant will not proceed with dependent tasks until approval is received.
- Prior to beginning field activities, the City will notify property owners within the field investigation areas of the field activities and the anticipated schedule of such.
- Consultant will document pre-existing conditions on private property when access to private property is necessary to execute the Scope of Services.
- Unless specifically provided by the City, no system capacity improvements or expansions/extensions will be reviewed, modeled, or accounted for in the CIP development.
- GIS deliverables will be created in ESRI's ArcGIS Pro 3.4.2 software and be in a file geodatabase format.
- Asset inspection and condition assessment data and survey attribute data will be submitted in a Microsoft Access or Excel database compatible with the City's CMMS and GIS.
- Manhole rim elevation and asset and facility location surveys will be conducted using GPS equipment. Horizontal (x- and y-coordinate) accuracy shall be +/- 0.5 foot and vertical (z-coordinate) accuracy shall be +/- 0.5 foot.
- The extrapolation of asset conditions and rehabilitation needs from the inspected sample set to the entire system is a projection intended for system wide planning. This process assumes the sample set is a reasonable representation of the system as a whole. The actual condition of uninspected assets and facilities may vary from the extrapolated results. The quantities and costs for asset and facility needs should be considered planning level and not a detailed level of system wide needs.
- Asset condition assessment is based on available industry-standard visual inspection protocols. These inspections are limited to visually observable conditions at the time of inspection and do not constitute or guarantee or warranty against all existing or future defects.
- It is assumed that all sanitary pipes, manholes, air release valve vaults, structures, grinder pump stations, and lift stations selected for inspection are accessible and have right of entry to property secured and provided by the City.
- Field visits for lift station evaluations and survey will be scheduled with the City who will assist with site and facility access.
- CONSULTANT assumes that no heavy equipment will be required to open and/or access manholes, air release valve vaults, or grinder pump stations.
- Any heavy traffic control required that includes barricades, sign boards, arrow boards, lane closures, or trail closures will be performed by a subcontracted traffic control specialist which is not included in the budget.
- Any sewer cleaning necessary to perform sewer televising will be approved by the City as Optional Services prior to televising.
- All key financial assumptions, client-provided inputs, and methodologies will be documented and confirmed with the City prior to finalizing the financial plan and subsequent rate analysis.
- The City will engage a Financial or Municipal Advisor to assist in the issuance of debt (if debt issuance is proposed).

- The utility sewer rate study is grounded on the principles established by the WEF *Financing and Charges for Wastewater Systems Manual*. The approach in this Scope of Services (financial planning, cost of service, rate design) aligns with industry guidelines.
- The water rate study is ground on the principles established by the American Water Works Association (AWWA) *Manual M-1, Principles of Water Rates, Fees, and Charges*. The approach in this Scope of Services (financial planning, cost of service, rate design) aligns with industry guidelines.
- The Water Rate Evaluation (Task Series 600) will be conducted simultaneously with the Sewer Rate Evaluation (Task Series 500). Associated meetings, reports, and presentations will be coordinated to facilitate the efficient execution of both evaluations.
- Cost opinions prepared as part of the scope of services represent planning-level estimates based on extrapolated data, current market conditions, and the Consultants professional judgment. They are intended for high-level capital planning and financial forecasting only and are not guarantee of future construction or implementation costs.
- Estimates, schedules, forecasts, and projections prepared by Consultant relating to loads, interest rates and other financial analysis parameters, construction costs and schedules, operation and maintenance costs, equipment characteristics and performance, and operating results are opinions based on Consultant's experience, qualifications, and judgment as a professional. Since Consultant has no control over weather, cost and availability of labor, cost and availability of material and equipment, cost of fuel or other utilities, labor, productivity, construction contractor's procedures and methods, unavoidable delays, construction contractor's methods of determining prices, economic conditions, government regulations and laws (including the interpretation thereof), competitive bidding or market conditions, and other factors affecting such estimates or projections, Consultant does not guarantee that actual rates, costs, quantities, performance, schedules, etc., will not vary significantly from estimates and projections prepared by Consultant.

SCHEDULE

Program management and engineering consulting services will be performed during Calendar Year 2026 and 2027, unless agreed to otherwise by Consultant and the City.

COMPENSATION

Total payment for the Scope of Services described herein as Basic Services is not to exceed *Seven Hundred Thousand Dollars (\$700,000.00)*, which amount shall not be exceeded without prior written consent of the City.

OPTIONAL SERVICES

Under this Contract, the City may request the Consultant to provide a wide range of staff resources to supplement and support City staff in utility operations and CIP implementation. Any work requested by the City that is not specifically stated in the Basic Scope of Services listed above will be classified as Optional Services.

Optional Services will not be performed unless the City provides written authorization to Consultant that includes the scope of work for each Optional Service to be performed and a maximum billing limit for compensation that has been mutually agreed upon.

Optional Services may include, but are not limited to:

TASK SERIES 100 –MANAGEMENT AND COORDINATION

Strategic Communications

100) Assist with public outreach and stakeholder engagement to support Public Works operations and to build stakeholder support for Public Works. Assist with the development of content and collateral to support Public Works communications, including articles, graphics, presentations, website content, and brochures. Develop presentation materials for internal meetings, Board of Aldermen meetings, and public outreach as requested.

TASK SERIES 200 – DATA COLLECTION AND ASSET INVENTORY

Condition Assessment

200) Develop recommendations for revising OpenGov/Cartegraph to incorporate asset condition assessment scoring.

201) Develop a phased plan and schedule for developing asset performance testing protocols and standard specifications, prioritization of assets for performance testing, and performance of prioritized asset performance testing. Performance testing may include electrical and building code review, arc flash studies, and thermal imaging. Incorporate phased plan and schedule into CIP.

202) Perform visual, external inspection of the two force mains that cross the Grand Glaize Bridge (each force main is approximately 2,000-feet). External inspections will be completed via walking along the walkways under the bridge and taking photos of visible external pipe defects and noting distance of defect from one end of the bridge.

TASK SERIES 300 – SYSTEM PLANNING AND PERFORMANCE ASSESSMENT

Capacity Assurance Plan

- 300) Develop a GIS map identifying known and anticipated future development areas, as identified by the City, within the service area.
- 301) Assist in the development of a capacity assurance plan that provides procedures, policies, and tools to ensure that new development flows added to the sanitary system can connect safely without exceeding the capacity of the existing pipes, pump stations, or treatment facilities.

TASK SERIES 400 – ASSET MANAGEMENT AND FACILITY MAINTENANCE

Level of Service

- 400) Develop a list and description/definition of LoS goals and KPIs. Include KPI data sources and needs, calculation methodology and frequency, and responsibilities in the KPI list.
- 401) Develop a LoS goal and KPI tracking and reporting process and spreadsheet templates.
- 402) Develop recommendations to revise internal Public Works data collection standards to facilitate LoS goal and KPI tracking.
- 403) Benchmark LoS goals and KPIs targets using published information and previous experience with other utilities, including the AWWA Utility Benchmarking report.

Likelihood/Consequence of Failure

- 404) Develop L/CoF and risk categories, factors, and scoring methodology for sanitary assets.
- 405) Develop L/CoF protocol that provides guidance for assigning risk factor scores to each asset class. Indicate risk factors that City staff can determine.
- 406) Develop recommendations for revising OpenGov/Cartegraph to incorporate L/CoF and Risk scoring as sanitary assets.

Business Risk Exposure

- 407) Develop BRE calculation, modification, and degradation methodology based on the L/CoF risk factors.
- 408) Calculate BRE for all assets currently listed in OpenGov/Cartegraph after the condition assessments and L/CoF determinations are completed.

Fats, Oils and Grease (FOG) Control Program

409) Assist the City with development of a FOG Control Program Plan and subsequent implementation.

Capacity, Management, Operations and Maintenance (CMOM) Program

410) Assist the City with development of a CMOM Program Plan and subsequent implementation.

General Operations

411) Provide operations support and process control assistance for the City's lift station facilities.

412) Identify pump station backup power needs. Document backup power capabilities and telemetry at each station

Information Management Systems Assistance

413) Assist with coordination of proposed capital infrastructure improvement projects with other Departments and utilities to identify potential conflicts and synergies with planned improvements or facilities.

City of Osage Beach
Agenda Item Summary

Date of Meeting: May 21, 2026
Originator: Kegan Powers, Deputy City Clerk
Presenter: Cary Patterson, City Planner

Agenda Item:

Motion to approve the Mayor signing the Lions Road Right of Way Plat on behalf of the City of Osage Beach.

Requested Action:

Motion to Approve

Ordinance Referenced for Action:

Deadline for Action:

Budgeted Item:

Budget Line Information (if applicable):

Department Comments and Recommendation:

This Plat creates the Right of Way necessary for Lions Road to become a private street. The Board must approve this plat and the Mayor's signature because a portion of the new Right of Way crosses City owned property.

City Attorney Comments:

City Administrator Comments:

I concur with the department's recommendation.

City of Osage Beach
Agenda Item Summary

Date of Meeting: May 21, 2026
Originator: Kegan Powers, Deputy City Clerk
Presenter: Jeff Fisher, Public Works Director

Agenda Item:

Motion to approve the purchase of standard parts and supplies to restock inventory for sewer stations from Municipal Equipment and Core & Main for an amount not to exceed \$614,549.33.

Requested Action:

Motion to Approve

Ordinance Referenced for Action:

Board of Aldermen approval required for purchases over \$25,001 per Municipal Code Chapter 135; Article II: Purchasing, Procurement, Transfers, and Sales.

Deadline for Action:

Budgeted Item:

Yes

Budget Line Information (if applicable):

Budget Line Item/Title: 35-00-743300 Repairs of Systems

FY2026 Budgeted Amount:	\$1,680,000
FY2026 Expenditures to Date (05/12/2026):	(\$ 143,133)
FY2026 Available:	\$1,536,867
FY2026 Requested Amount:	\$225,152.21

Budget Line Item/Title: 35-00-774252 Pumps & Panels

FY2026 Budgeted Amount:	\$500,000
FY2026 Expenditures to Date (05/12/2026):	(\$110,602.88)
FY2026 Available:	\$389,397.12
FY2026 Requested Amount:	\$389,397.12

Department Comments and Recommendation:

Standard parts and supplies to restock inventory for sewer stations

City Attorney Comments:

Not Applicable

City Administrator Comments:

I concur with the department's recommendation.



REVISED QUOTE

Mr. Chris Duncan
City of Osage Beach, MO

DATE: March 30, 2026

RE: Osage Beach, MO
2026 Stock Grinder Pumps

Dear Chris,

Following are prices for the requested equipment:

Quantity	Description	Price Each	Total Price
Thirty (30)	Sulzer model S20/2W 2 horsepower, 230 volt, 1 phase pump	\$2,390.05	\$71,701.50
Twenty (20)	Sulzer model S26/2W 3.5 horsepower, 230 volt, 1 phase pump	\$3,068.75	\$61,375.00
Twenty (20)	Sulzer model PE45/2W 6 horsepower, 230 volt, 1 phase pump	\$7,200.80	\$144,016.00
		TOTAL PRICE.....	\$277,092.50

I look forward to hearing from you. Please let me know if there are any questions or comments concerning these items.

Sincerely,

Derrick Brandt



General Notes and Comments:

- The prices shown above include associated freight costs
- The prices are firm for 30 days from the date of the proposal
- Delivery is 16-20 weeks from notice to proceed
- Payment terms for this order would be: **NET 30 Days**
- Visa and MasterCard are accepted with a 4.5% processing fee
- The prices shown above DO NOT include installation
- The prices shown above DO NOT include start up
- The prices shown above do not include applicable taxes.
- Municipal Equipment Company **shall not, in any event, be liable** for indirect, special, consequential, or liquidated damages or penalties of any kind for any reason.
- Note that the pricing validity is for 30 days. Freight costs, material costs, and **delivery time frames are extremely volatile at this time.**
- The Infrastructure Investment and Jobs Act signed into law on November 15, 2021, includes substantive changes to Buy America requirements compared to those specified in the preceding American Iron and Steel Act. As with previous legislation, we are awaiting any additional guidance for the US Environmental Protection Agency or other Agencies for further clarification relating to current Buy America requirements. As of now, the industry at large is unable to ascertain the parameters of the Buy America requirement. We cannot make any guarantee that this scope of supply will be in compliance with any Buy America requirements under the Infrastructure Investment and Jobs Act. Accordingly, any offer for sale, proposal, or budgetary quote/estimate submitted should not be construed as meeting such Buy America requirements - unless explicitly stated otherwise.

If you would like to place an order for this equipment, please sign below and return to our office.

Accepted by

Company

Date



REVISED QUOTE

Mr. Chris Duncan
City of Osage Beach, MO

DATE: March 30, 2026

RE: Osage Beach, MO
2026 Stock Control Panels

Dear Chris,

Following are prices for the requested equipment:

Quantity	Description	Price Each	Total Price
Four (4)	Simplex, OB standard, 2 Horsepower, 230 volt, 1 phase panel	\$5,076.31	\$20,305.24
Six (6)	Duplex, OB standard, 2 Horsepower, 230 volt, 1 phase panel	\$5,797.42	\$34,784.52
Three (3)	Simplex, OB standard, 3.5 Horsepower, 230 volt, 1 phase panel	\$5,248.34	\$15,745.02
Two (2)	Duplex, OB standard, 3.5 Horsepower, 230 volt, 1 phase panel	\$5,946.89	\$11,893.78
One (1)	Simplex, OB standard, 6 Horsepower, 230 volt, 1 phase panel	\$6,235.57	\$6,235.57
Two (2)	Duplex, OB standard, 6 Horsepower, 230 volt, 1 phase panel	\$7,205.94	\$14,411.88

The above control panels will be in fiberglass enclosures.

Six (6)	Duplex, OB standard, 10-20 horsepower, 480 volt, 3 phase panel	\$12,713.64	\$76,281.84
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The above control panels will be in stainless steel enclosures.

TOTAL PRICE.....\$179,657.85

I look forward to hearing from you. Please let me know if there are any questions or comments concerning these items.

Sincerely,

Derrick Brandt



General Notes and Comments:

- The prices shown above include associated freight costs
- The prices are firm for 30 days from the date of the proposal
- Delivery is 6-8 weeks from notice to proceed
- Payment terms for this order would be: **NET 30 Days**
- Visa and MasterCard are accepted with a 4.5% processing fee
- The prices shown above DO NOT include installation
- The prices shown above DO NOT include start up
- The prices shown above do not include applicable taxes.
- Municipal Equipment Company **shall not, in any event, be liable** for indirect, special, consequential, or liquidated damages or penalties of any kind for any reason.
- Note that the pricing validity is for 30 days. Freight costs, material costs, and **delivery time frames are extremely volatile** at this time.
- The Infrastructure Investment and Jobs Act signed into law on November 15, 2021, includes substantive changes to Buy America requirements compared to those specified in the preceding American Iron and Steel Act. As with previous legislation, we are awaiting any additional guidance for the US Environmental Protection Agency or other Agencies for further clarification relating to current Buy America requirements. As of now, the industry at large is unable to ascertain the parameters of the Buy America requirement. We cannot make any guarantee that this scope of supply will be in compliance with any Buy America requirements under the Infrastructure Investment and Jobs Act. Accordingly, any offer for sale, proposal, or budgetary quote/estimate submitted should not be construed as meeting such Buy America requirements - unless explicitly stated otherwise.

If you would like to place an order for this equipment, please sign below and return to our office.

Accepted by

Company

Date



QUOTE

Mr. Chris Duncan
City of Osage Beach, MO

DATE: March 24, 2026

RE: Osage Beach, MO
2026 Stock Parts

Dear Chris,

Following are prices for the requested equipment:

<u>Quantity</u>	<u>Description</u>	<u>Price Each</u>	<u>Total Price</u>
Fifty (50)	Sulzer PN 08776014 single phase start kit for S20/2W 2 HP	\$159.75	\$7,987.50
Fifty (50)	Sulzer PN 08776018 single phase start kit for S26/2W 3.5 HP	\$174.00	\$8,700.00
Seventy-five (75)	Sulzer PN 08776104 single phase start kit for PE45/2W 6 HP	\$273.75	\$20,531.25
Thirty (30)	Sulzer PN 43070179 1 1/4" profile gaskets	\$23.00	\$690.00
Thirty (30)	Sulzer PN 44270051 check balls	\$36.00	\$1,080.00
Twenty (20)	Sulzer PN 4142515M 4" slide bracket	\$257.25	\$5,145.00
Ten (10)	Sulzer PN 16907006 CA462 seal fail/thermal fail relay	\$499.50	\$4,995.00
Thirty (30)	PN GRACC-01.25 1 1/4" SS upper guide rail bracket	\$105.30	\$3,159.00
Thirty (30)	PN GRACC-02-03 2" SS upper guide rail bracket - short	\$109.20	\$3,276.00
Thirty (30)	PN GRACC-02-06.875 SS upper guide rail bracket - long	\$111.80	\$3,354.00
Twenty (20)	PN BOC125SS 1 1/4" SS bolt on curved hub	\$132.06	\$2,641.20
Twenty (20)	PN BOC200SS 2" SS bolt on curved hub	\$165.30	\$3,306.00
Thirty (30)	ABB 16-30-10-13 IEC contactor, 30 amp	\$166.00	\$4,980.00
Thirty (30)	ABB 26-30-11-13 IEC contactor, 45 amp	\$214.00	\$6,420.00
Thirty (30)	ABB 30-30-11-13 IEC contactor, 50 amp	\$298.00	\$8,940.00
Thirty (30)	ABB TF42-7.6 overload relay, 5.7-7.6 amp trip range	\$122.00	\$3,660.00
Thirty (30)	ABB TF42-10 overload relay, 7.6-10 amp trip range	\$122.00	\$3,660.00
Thirty (30)	ABB TF42-13 overload relay, 10-13 amp trip range	\$122.00	\$3,660.00
Thirty (30)	ABB TF42-16 overload relay, 13-16 amp trip range	\$122.00	\$3,660.00
Thirty (30)	ABB TF42-10 overload relay, 16-20 am trip range	\$122.00	\$3,660.00
Ten (10)	Finder 60.13.8.120.005.0 relay	\$21.15	\$211.50
Ten (10)	Symcom ISS-100 single channel intrinsically safe switch	\$167.70	\$1,677.00
Ten (10)	Symcom ISS-102A-LC	\$305.40	\$3,054.00
Ten (10)	Symcom ISS-105 five channel intrinsically safe switch	\$664.30	\$6,643.00

TOTAL PRICE.... \$115,090.45

I look forward to hearing from you. Please let me know if there are any questions or comments concerning these items.

Sincerely,

Derrick Brandt

General Notes and Comments:

- The prices shown above include associated freight costs
- The prices are firm for 30 days from the date of the proposal
- Delivery is 6-8 weeks from notice to proceed
- Payment terms for this order would be: **NET 30 Days**
- Visa and MasterCard are accepted with a 4.5% processing fee
- The prices shown above DO NOT include installation
- The prices shown above DO NOT include start up
- The prices shown above do not include applicable taxes.
- Municipal Equipment Company **shall not, in any event, be liable** for indirect, special, consequential, or liquidated damages or penalties of any kind for any reason.
- Note that the pricing validity is for 30 days. Freight costs, material costs, and **delivery time frames are extremely volatile at this time.**
- The Infrastructure Investment and Jobs Act signed into law on November 15, 2021, includes substantive changes to Buy America requirements compared to those specified in the preceding American Iron and Steel Act. As with previous legislation, we are awaiting any additional guidance for the US Environmental Protection Agency or other Agencies for further clarification relating to current Buy America requirements. As of now, the industry at large is unable to ascertain the parameters of the Buy America requirement. We cannot make any guarantee that this scope of supply will be in compliance with any Buy America requirements under the Infrastructure Investment and Jobs Act. Accordingly, any offer for sale, proposal, or budgetary quote/estimate submitted should not be construed as meeting such Buy America requirements - unless explicitly stated otherwise.

If you would like to place an order for this equipment, please sign below and return to our office.

Accepted by

Company

Date



Bid Proposal for sewer parts bid

CUSTOMER	CITY OF OSAGE BEACH 5757 CHAPEL DRIVE OSAGE BEACH, MO 65065	Job sewer parts bid Osage Beach, MO Bid Date: 04/30/2026 06:30 am Bid #: 4800410
	Sales Representative Justin King (T) 573-348-1273 (F) 573-348-2874 Justin.King@coreandmain.com	Core & Main 1049 B Industrial Dr Osage Beach, MO 65065 (T) 5733481273
CONTACT		
NOTES		





Bid Proposal for sewer parts bid

CITY OF OSAGE BEACH
Job Location: Osage Beach, MO
Bid Date: 04/30/2026 06:30 am
Core & Main Bid #: 4800410

Core & Main
 1049 B Industrial Dr
 Osage Beach, MO 65065
Phone: 5733481273
Fax: 5733482874

Seq#	Qty	Description	Units	Price	Ext Price
10	50	1-1/4" SS SWING CHECK VLV FIPT	EA	90.30	4,515.00
20	50	1-1/4 304SS UNION IMP	EA	28.23	1,411.50
30	50	1-1/4 X 1-1/4 304SS TEE THRD (THREADED) TEE	EA	16.69	834.50
40	30	1-1/4X6 304SS NIPPLE	EA	9.65	289.50
50	30	1-1/4X4 304SS NIPPLE	EA	6.82	204.60
60	30	AK GA-125FCS 1-1/4IN SS DISCHARGE HUB	EA	94.24	2,827.20
70	30	AK GA-200FCS 2IN SS DISCHARGE HUB	EA	122.83	3,684.90
80	25	C84-55-NL 1-1/4 BRS MALE ADPT MIPTXPJ CTS NO LEAD	EA	53.69	1,342.25
90	25	C87-55-NL 1-1/4 BRS MALE ADPT MIPTXPJ PVC NO LEAD	EA	74.95	1,873.75
100	25	C17-55-NL 1-1/4 BRS FEM ADPT FIPTXPJ PVC NO LEAD	EA	58.70	1,467.50
110	1	4 AFC 2504-1 ALPHA RW GV OL BRZ STEM W/304SS B&N 2604ALAFAA	EA	1,011.40	1,011.40
120	1	6 AFC 2506-1 ALPHA RW GV OL BRZ STEM W/304SS B&N 2606ALAFAA	EA	1,295.99	1,295.99
130	1	8 AFC 2508-1 ALPHA RW GV OL BRZ STEM W/304SS B&N 2608ALAFAA	EA	1,964.04	1,964.04
140	1	10 AFC 2510-1 ALPHA RW GV OL BRZ STEM W/304SS B&N 2610ALAFAA	EA	3,042.07	3,042.07
150	1	12 AFC 2512-1 ALPHA RW GV OL BRZ STEM W/304SS B&N 2612ALAFAA	EA	3,832.14	3,832.14
160	1	421-03100420-031 3X6 CPLG EPXY 304SS B&N 3.10-4.20 OD	EA	197.38	197.38
170	1	421-04460560-031 4X6 CPLG EPXY 304SS B&N 4.46-5.60 OD	EA	247.68	247.68
180	3	421-08540985-031 8X8 CPLG EPXY 304SS B&N 8.54-9.85 OD	EA	370.34	1,111.02
190	3	421-10641183-031 10 CPLG EPXY 304SS B&N 10.64-11.83 OD	EA	471.23	1,413.69
200	1	421-12621367-031 12 CPLG EPXY 304SS B&N 12.62-13.67 OD	EA	575.82	575.82
210	1	421-16001785-031 16 CPLG EPXY 304SS B&N 16.0-17.85 OD	EA	1,433.59	1,433.59
220	3	421-02130295-031 2X4 CPLG EPXY 304SS B&N 2.13-2.95 OD	EA	149.62	448.86
230	50	1-1/4 150# 304 S/S STREET 90	EA	16.29	814.50
240	15	C87-77-NL 2 BRS MALE ADPT MIPTXPJ PVC NO LEAD	EA	140.03	2,100.45
250	15	C17-77-NL 2 BRS FEM ADPT FIPTXPJ PVC NO LEAD	EA	160.88	2,413.20

260	200	1-1/4 SCH40 304SS PIPE	FT	11.78	2,356.00
				Sub Total	42,708.53
				Tax	0.00
				Total	42,708.53

UNLESS OTHERWISE SPECIFIED HEREIN, PRICES QUOTED ARE VALID IF ACCEPTED BY CUSTOMER AND PRODUCTS ARE RELEASED BY CUSTOMER FOR MANUFACTURE WITHIN THIRTY (30) CALENDAR DAYS FROM THE DATE OF THIS QUOTATION. CORE & MAIN LP RESERVES THE RIGHT TO INCREASE PRICES TO ADDRESS FACTORS, INCLUDING BUT NOT LIMITED TO, GOVERNMENT REGULATIONS, TARIFFS, TRANSPORTATION, FUEL AND RAW MATERIAL COSTS. DELIVERY WILL COMMENCE BASED UPON MANUFACTURER LEAD TIMES. ANY MATERIAL DELIVERIES DELAYED BEYOND MANUFACTURER LEAD TIMES MAY BE SUBJECT TO PRICE INCREASES AND/OR APPLICABLE STORAGE FEES. THIS BID PROPOSAL IS CONTINGENT UPON BUYER'S ACCEPTANCE OF SELLER'S TERMS AND CONDITIONS OF SALE, AS MODIFIED FROM TIME TO TIME, WHICH CAN BE FOUND AT: <https://coreandmain.com/terms-of-sale/>

THIS BID MAY INCLUDE GLOBALLY SOURCED (IMPORTED) MATERIALS THAT ARE SUBJECT TO CHANGING TARIFFS. PRICES ARE SUBJECT TO CHANGE DUE TO POTENTIAL ADDITIONAL TARIFFS IMPOSED BY THE U.S. GOVERNMENT. IF IMPOSED, PRICES WILL INCREASE BY THE SAME PERCENTAGE AND WILL BE EFFECTIVE ON THE DATE THAT THE NEW TARIFFS ARE IMPLEMENTED. THESE ITEMS SHOULD BE PURCHASED WITH HASTE TO AVOID ANY ADDITIONAL RISING TARIFF COSTS.

04/09/2026 - 8:44 AM

Actual taxes may vary

Page 2 of 2

City of Osage Beach
Agenda Item Summary

Date of Meeting: May 21, 2026
Originator: Tara Berreth, City Clerk
Presenter: Mayor Ross

Agenda Item:

Motion to re-appoint a member to the Board of Appeals by Mayor Ross.

Requested Action:

Motion to Approve

Ordinance Referenced for Action:

Board of Appeals - appointments per International Building Code.

Deadline for Action:

Term expires 6/1/2026

Budgeted Item:

Budget Line Information (if applicable):

Department Comments and Recommendation:

Mayor Ross would like to re-appoint Kevin Carter to the Board of Appeals for a 5 year term to expire 6/2031.

City Attorney Comments:

Not Applicable

City Administrator Comments:

City of Osage Beach
Agenda Item Summary

Date of Meeting: May 21, 2026
Originator: Tara Berreth, City Clerk
Presenter: Mayor Ross

Agenda Item:

Motion to re-appoint a member to the Board of Adjustments by Mayor Ross.

Requested Action:

Motion to Approve

Ordinance Referenced for Action:

Board of Zoning Adjustment — appointments per RSMo. Section 89.080.

Deadline for Action:

Budgeted Item:

Budget Line Information (if applicable):

Department Comments and Recommendation:

Mayor Ross would like to re-appoint Gloria O'Keefe to the Board of Adjustments for a 5 year term to expire 6/2031

City Attorney Comments:

Not Applicable

City Administrator Comments:

City of Osage Beach
Agenda Item Summary

Date of Meeting: May 21, 2026
Originator: Tara Berreth, City Clerk
Presenter: Mayor Ross

Agenda Item:

Motion to re-appoint 2 members and appoint 1 new member to the Planning and Zoning Commission by Mayor Ross.

Requested Action:

Motion to Approve

Ordinance Referenced for Action:

Planning and Zoning Commission - appointments per RSMo. Section 89.320;

Deadline for Action:

Terms expire 6/2026 and 2 vacancies to be filled

Budgeted Item:

Budget Line Information (if applicable):

Department Comments and Recommendation:

Mayor Ross would like to re-appoint Fred Catcott and Angie Schuster to the Planning and Zoning Commission for 4-year terms to expire 6/2030.

Mayor Ross would like to appoint 1 new member, Phyllis Marose, to the Planning and Zoning Commission for a 4-year term to expire 6/2030.

City Attorney Comments:

Not Applicable

City Administrator Comments:

City of Osage Beach
Agenda Item Summary

Date of Meeting: May 21, 2026
Originator: Tara Berreth, City Clerk
Presenter: Mayor Ross

Agenda Item:

Motion by a Board member to appoint a Board Member to the Planning and Zoning Commission.

Requested Action:

Motion to approve

Ordinance Referenced for Action:

Various Missouri Statutes and City Code requires Board representation to the Planning Commission (RSMo 89.320);

Deadline for Action:

Budgeted Item:

Budget Line Information (if applicable):

Department Comments and Recommendation:

The Board of Aldermen is asked to make this appointment.

City Attorney Comments:

City Administrator Comments:

City of Osage Beach
Agenda Item Summary

Date of Meeting: May 21, 2026
Originator: Tara Berreth, City Clerk
Presenter: Mayor Ross

Agenda Item:

Motion to appoint a Board Member to the Liquor Control Board by Mayor Ross.

Requested Action:

Motion to Approve

Ordinance Referenced for Action:

Various Missouri Statutes and City Code requires Board representation to the Liquor Control Board (City Code 60.030).

Deadline for Action:

Term expires

Budgeted Item:

Budget Line Information (if applicable):

Department Comments and Recommendation:

Mayor Ross would like to appoint Alderman Bill Mackay to the Liquor Control Board for a 1-year term to expire 6/2027.

City Attorney Comments:

Not Applicable

City Administrator Comments: