CITY COUNCIL MEETING
October 6, 2025 6:00 p.m.
Council Chambers
Howard L. Brown Public Safety Building
1100 SW Smith
Blue Springs, Missouri

The meeting can be viewed live on the City's website at
www.bluespringsgov.com/CityMeetingsLive

Anyone wishing to address the Mayor and Council during the meeting must fill out a Speaker's Appearance Form and give to the City Clerk prior to the start of the Council meeting. Forms are available online or located at the entrance of the Council Chambers. Speakers are subject to Council Rules of Procedure.

Invocation and Pledge of Allegiance

1. Call meeting to order

2. Confirmation of a Quorum

3. Consent Agenda

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

   a. Minutes of the September 17, 2025 City Council Meeting and September 29, 2025 City Council Work Session
   b. Resolution No. 75-2025 approving a Disposition of Records
   c. Resolution No. 76-2025 approving Cochran Engineering Task Order #20
   d. Resolution No. 77-2025 approving a contract with Lippert Mechanical Service for On-Call HVAC services
   e. Resolution No. 78-2025 approving a contract with JCI Industries for pump and motor maintenance and repair
   f. Resolution No. 79-2025 approving a contract with HDR Engineering for Sni-A-Bar Wastewater Treatment Facility
   g. Board and Commission Appointments
   h. Resolution No. 80-2025 accepting certain public assets for Retreat at Chapman Farms, 1st Plat
   i. Resolution No. 81-2025 accepting certain public assets for The Woodlands at Chapman Farms, 2nd Plat
   j. Resolution No. 82-2025 accepting certain public assets for Hudson Estates
   k. Resolution No. 83-2025 accepting certain public assets for Eagles Ridge Estates PR-O, 5th Plat
   l. Resolution No. 84-2025 accepting certain public assets for Shadow Glen, Lot 6
   m. Resolution No. 85-2025 approving a contract with Rodriguez Mechanical Contractors for the replacement of the South Outer Road Watermain

n. Resolution No. 86-2025 appointing interim Directors to the Colonial Gardens Community Improvement District

4. Public Hearing – Sullivan Ranch Rezoning (RZ-07-25-9646) and General Development Plan (GDP-07-25-9647) – **To be continued to October 20, 2025**

5. Public Hearing – Rampage Athletics Rezoning (RZ-07-25-9644) and Planned Development Concept Plan (PDC-07-25-9645) – **To be continued to November 3, 2025**

6. Public Comment – **This section is reserved for public comment on Ordinances being considered at this meeting that do not require a public hearing.**

7. Introduction and readings of Bill No. 5354 approving a Code Amendment related to Animals

8. Introduction and readings of Bill No. 5355 approving a contract with Lauber Municipal law for legal services

9. Introduction and readings of Bill No. 5356 accepting a Quit Claim Deed conveying property from the Land Bank of Blue Springs

10. Presentation – Retail Strategies update on City retail recruitment

11. Discussion – Entertainment District Downtown

12. Motion to direct staff related to creating an Entertainment District downtown

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

14. Councilmember Comments

15. Mayoral Comments

16. Adjourn

Miscellaneous Items

Public Arts Commission Meeting – Wednesday, October 8, 4:00 PM
Planning Commission Meeting – Monday, October 13, 6:30 PM
Economic Development Council – Wednesday, October 15, 8:15 AM
Park Commission Meeting – Wednesday, October 15, 6:00 PM
Land Bank Meeting – Monday, October 20, 3:00 PM
City Council Meeting – Monday, October 20, 6:00 PM
Planning Commission Meeting – Monday, October 27, 6:30 PM
Public Safety Citizen Advisory Board Meeting – Tuesday, October 28, 6:00 PM
City Council Meeting – Monday, November 3, 6:00 PM

This Agenda was posted at City Hall and on the City's website on Wednesday, October 1, 2025.

Erin Ford, City Clerk

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

FROM: Christine Cates
City Administrator

DATE: October 1, 2025

SUBJECT: Agenda Explanations

Item 3b – Disposition of Records
Adopt a Resolution to approve the disposition of Information Technology department records which have met the required retention period as prescribed by the Blue Springs Records Retention, Management, and Destruction Policy dated November 28, 2016 and in accordance with the Missouri Secretary of State's records retention guidelines. Refer to Council Information Form from City Clerk Erin Ford for additional information.

Item 3c – Cochran Task Order #20
Adopt a Resolution approving Task Order #20 to Contract No. 2024-166 with SC Engineering, LLC, dba Cochran for Professional Engineering and Construction Services for sludge removal at the Sni-A-Bar Wastewater Treatment Facility SNI-01 in the amount of $106,985.00. Refer to Council Information Form from Assistant City Administrator Dennis Dovel for additional information.

Item 3d – Contract with Lippert Mechanical Service for On-Call HVAC Services
Adopt a Resolution approving a contract in the amount not to exceed $125,000.00 with Lippert Mechanical Service, LLC for on-call HVAC services for the City of Blue Springs. Refer to Council Information Form from Assistant City Administrator Dennis Dovel for additional information.

Item 3e – Contract with JCI Industries for Pump and Motor Maintenance and Repair
Adopt a Resolution approving a contract in the amount of $240,000 annually with JCI Industries, LLC dba JCI Industries, Inc. for pump and motor maintenance and repair. Refer to Council Information Form from Public Works Superintendent Nate Lea for additional information.

Item 3f – Contract with HDR Engineering for Sni-A-Bar Wastewater Treatment Facility
Adopt a Resolution approving a contract in the amount of $3,765,006.00 with HDR Engineering, Inc., for design services for the renovation and expansion of the Sni-A-Bar Wastewater Treatment Facility. This is approved as CIP Project SNI-06. Refer to Council Information Form from Assistant City Administrator Dennis Dovel for additional information.

Item 3g – Board and Commission Appointments
Pursuant to Blue Springs Home Rule Charter Section 4.4.C – Powers and Duties; Appointments: The Mayor, with the advice and consent of the majority of the Council, shall appoint all members

of committees, boards, and commissions. Reappointments will be submitted to Council for approval. Refer to Council Information Form from City Clerk Erin Ford for additional information.

Item 3h-3l – Public Infrastructure Dedication
Adopt Resolutions accepting certain public assets for Retreat at Chapman Farms, 1st Plat; The Woodlands at Chapman Farms, 2nd Plat; Hudson Estates; Eagles Ridge Estates PR-O, 5th Plat; and Shadow Glen, Lot 6.Refer to Council Information Form from Assistant City Administrator Dennis Dovel for additional information.

Item 3m – Contract with Rodriguez Mechanical Contractors for South Outer Road Watermain Replacement
Adopt a Resolution approving a contract in the amount of $1,833,884.00 with Rodriguez Mechanical Contractors Inc, for the replacement of the South Outer Road Watermain. This project is approved as CIP WA-19. Refer to Council Information Form from Assistant City Administrator Dennis Dovel for additional information.

Item 3n – Colonial Gardens Community Improvement District Interim Directors
Adopt a Resolution appointing interim Directors to the Colonial Gardens Community Improvement District. Refer to Council Information Form from City Administrator Christine Cates for additional information.

Item 4 – Sullivan Ranch Rezoning and General Development Plan Continuance
The Applicant, Charles Robinson of CJR Development, is requesting the public hearing for consideration of a Rezone and General Development Plan (RZ-07-25-9646) (GDP-07-25-9647) be continued to the October 20, 2025 City Council Meeting. A motion to continue is in order.

Item 5 – Rampage Athletics Rezoning and Planned Development Concept Plan Continuance
The Applicant, Michael Scott on behalf of the property owner, St Peter's United Methodist Church is requesting the public hearing for consideration of a Rezoning and Planned Development Concept Plan (RZ-07-25-9644) (PDC-07-25-9645) be continued to the November 3, 2025 City Council meeting. A motion to continue is in order.

Item 7 – Code Amendment related to Animals
Passage of a Bill amending Sections of Chapter 215 of the Blue Springs Code of Ordinances regarding Dogs, Cats, Animals and Dangerous Animals. Refer to Council Information Form from Police Chief Bob Muenz for additional information.

Item 8 – Contract with Lauber Municipal Law for Legal Services
Passage of a Bill approving a Contract for legal services with Lauber Municipal Law, LLC. Refer to Council Information Form from Assistant to the City Administrator George Schmitz for additional information.

Item 9 – Land Bank Quit Claim Deed
Passage of a Bill accepting a Quit Claim Deed conveying property from the Land Bank of Blue Springs. Refer to Council Information Form from Senior Director of City Development Mike Mallon for additional information.

Item 10 – Presentation – Retail Strategies
Presentation by Retail Strategies on their work for the City on retail recruitment. Refer to Council Information Form from Senior Director of City Development Mike Mallon for additional information.

Items 11 & 12 – Discussion – Entertainment District

Councilmembers Ericson and Brummel will lead a discussion about creating an Entertainment District downtown. At the conclusion of the discussion, a Motion is in order to direct staff regarding the creation of an Entertainment District. Refer to Council Information Form from Senior Director of City Development Mike Mallon for additional information.

CITY OF BLUE SPRINGS, MISSOURI
MINUTES OF COUNCIL MEETING
September 17, 2025

A meeting of the City Council of the City of Blue Springs, Missouri, was held on Wednesday, September 17, 2025, 6:00 p.m. in the Council Chambers of the Howard L. Brown Public Safety Building, 1100 SW Smith Street, Blue Springs, Missouri with Mayor Chris Lievsay presiding.

CALL MEETING TO ORDER

At 5:00 p.m. Mayor Lievsay called the meeting to order.

CLOSED SESSION

Councilmember Kaylor moved for the Council to go into closed session pursuant to Section 610.021 (9) and (12) Revised Statutes of Missouri, for the purpose of privileged communications between a governmental body or its representative and legal counsel relating to employee groups and contract negotiations, and that any minutes, documents and other records discussed or taken during the closed session remain closed, and that the regular meeting of this body reopen at 6:00 p.m. Motion seconded by Councilmember Ericson and carried with the following votes:

Kaylor – Aye	Ericson– Aye
Tholen – Aye	Edmondson – Aye
Brummel – Aye	Rowan – Aye
	Mayor Lievsay – Aye

COUNCILMEMBERS IN ATTENDANCE

Jerry Kaylor	Galen Ericson
Katie Tholen	Kent Edmondson
Nick Brummel	Jeremy Rowan

Also present were City Administrator Christine Cates, City Attorney Jennifer Baird, and Deputy City Clerk Megan Rodgers.

INVOCATION AND PLEDGE

Councilmember Kaylor led in the pledge of allegiance.

CALL MEETING TO ORDER AND CONFIRMATION OF QUORUM

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

CONSENT AGENDA

Councilmember Edmondson moved to approve the Consent Agenda and the motion was seconded by Councilmember Tholen.

- Minutes of the September 2, 2025 City Council Meeting and September 10, 2025 Special Meeting
- **Resolution No. 68-2025** approving a contract with OATS Transit for transportation services for Site Transportation to and from Vesper Hall Monday – Friday
- **Resolution No. 69-2025** approving a contract with OATS Transit for transportation services for Community Transportation to and from

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locations within Blue Springs city limits Tuesdays, Wednesdays, and Thursdays

- **Resolution No. 70-2025** approving a contract with OATS Transit for transportation services for day trips from Vesper Hall
- **Resolution No. 71-2025** approving Task Order #17 to Contract No. 2024-166 with SC Engineering, LLC, dba Cochran for Professional Engineering and Construction Inspection Services for the TAP-9901(447) Hwy 7 – Pedestrian Improvements Project ST-43 for a total amount of $330,608
- **Resolution No. 72-2025** approving Task Order #18 to Contract No. 2024-166 with SC Engineering, LLC, dba Cochran for Professional Engineering and Inspection Services for the E. Wyatt Street Phase 2 Improvements – Roundabout at ADP and Wyatt for a total amount of $231,333; CIP ST – 18
- **Resolution No. 73-2025** appointing Successor Directors to the North Blue Springs Community Improvement District
- **Resolution No. 74-2025** adopting the 2025 Wage Reopener Amendment to the labor agreement with the Communication Workers of America Local 6363 for communication workers

The Consent Agenda was approved with the following vote:

Kaylor – Aye	Ericson– Aye
Tholen – Aye	Edmondson – Aye
Brummel – Aye	Rowan – Aye
	Mayor Lievsay – Aye

PUBLIC HEARING – WEST GATE VILLAS REZONING (RZ-06-25-9623) AND PLANNED DEVELOPMENT CONCEPT PLAN (PDC-06-25-9624)

Mayor Lievsay opened the Public Hearing to consider a rezoning from Regional Commercial/Service Office to Planned Development-Residential for the 6.28 +/- acre property located at northeast corner of NW 19th Street and NW Mock Avenue for West Gate Villas at 6:01 p.m. (RZ-06-25-9623 and PDC-06-25-9624). The minutes of the public hearing were recorded by a certified court reporter. Deputy City Clerk Megan Rodgers entered two exhibits into the record.

STAFF REPORT

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

APPLICANT

Bryan Rahn was present on behalf of the applicant, Ward Development, and addressed questions from the Council.

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

INTRODUCTION AND 1ST READING – BILL NO. 5349 – WEST GATE VILLAS REZONING (RZ-06-25-9623)

Councilmember Kaylor introduced Bill No. 5349 approving a rezoning from Regional Commercial/Service Office to Planned Development-Residential for the 6.28 +/- acre property located at northeast corner of NW 19th Street and NW Mock Avenue for West Gate Villas (RZ-06-25-9623 and PDC-06-25-9624). Deputy City Clerk Megan Rodgers made

AND PLANNED DEVELOPMENT CONCEPT PLAN (PDC-06-25-9624)

the first reading of Bill No. 5349 by title; copies of the proposed Bill having previously been made available to the public.

Councilmember Ericson moved to approve Bill No. 5349 upon its first reading and proceed with the second reading. Motion seconded by Councilmember Tholen and carried unanimously.

2ND READING – BILL NO. 5349

Ms. Rodgers made the second reading of Bill No. 5349 by title. Councilmember Edmondson moved to adopt Bill No. 5349 upon its second reading and give it **ORDINANCE NO. 5450,** with a copy attached hereto and made a part of the minutes. Motion seconded by Councilmember Rowan and carried with the following vote:

Tholen – Aye
Brummel – Aye
Ericson – No
Edmondson – Aye
Rowan – Aye
Kaylor – Aye
Mayor Lievsay – Aye

PUBLIC HEARING – 2025 TAX LEVY

Mayor Lievsay opened the Public Hearing to consider the 2025 Property Tax Levy for the City of Blue Springs at 6:17 p.m. The minutes of the public hearing were recorded by a certified court reporter. Deputy City Clerk Megan Rodgers entered one exhibit into the record.

STAFF REPORT

Senior Director of Finance Kare Van Winkle reviewed the details of the proposed 2025 Property Tax Levy and addressed questions from the Council.

The Mayor hearing no further comments for or against, closed the public hearing at 6:20 p.m.

INTRODUCTION AND 1ST READING – BILL NO. 5350 – 2025 TAX LEVY

Councilmember Kaylor introduced Bill No. 5350 approving the 2025 Property Tax Levy for the City of Blue Springs. Deputy City Clerk Megan Rodgers made the first reading of Bill No. 5350 by title; copies of the proposed Bill having previously been made available to the public.

Councilmember Ericson moved to approve Bill No. 5350 upon its first reading and proceed with the second reading. Motion seconded by Councilmember Tholen and carried unanimously.

2ND READING – BILL NO. 5350

Ms. Rodgers made the second reading of Bill No. 5350 by title. Councilmember Edmondson moved to adopt Bill No. 5350 upon its second reading and give it **ORDINANCE NO. 5451,** with a copy attached hereto and made a part of the minutes. Motion seconded by Councilmember Rowan and carried with the following vote:

Brummel – Aye
Ericson – Aye
Edmondson – Aye
Rowan – Aye
Kaylor – Aye
Tholen – Aye
Mayor Lievsay – Aye

INTRODUCTION AND 1ST READING – BILL NO.

Councilmember Kaylor introduced Bill No. 5351 approving the Final Plat for Hawes Estates, consisting of three lots generally located west of

5351 – HAWES ESTATE FINAL PLAT (PF-07-25-9643)

Shroud Rd and south of SE Wyatt Rd (PF-07-25-9643). Deputy City Clerk Megan Rodgers made the first reading of Bill No. 5351 by title; copies of the proposed Bill having previously been made available to the public.

Councilmember Ericson moved to approve Bill No. 5351 upon its first reading and proceed with the second reading. Motion seconded by Councilmember Tholen and carried unanimously.

2ND READING – BILL NO. 5351

Ms. Rodgers made the second reading of Bill No. 5351 by title. Councilmember Edmondson moved to adopt Bill No. 5351 upon its second reading and give it **ORDINANCE NO. 5452,** with a copy attached hereto and made a part of the minutes. Motion seconded by Councilmember Ericson and carried with the following vote:

Ericson – Aye
Edmondson – Aye
Rowan – Aye
Kaylor – Aye
Tholen – Aye
Brummel – Aye
Mayor Lievsay – Aye

INTRODUCTION AND 1ST READING – BILL NO. 5352 – OPTICOM MAINTENANCE AND REPAIR

Councilmember Kaylor introduced Bill No. 5352 approving a Cooperative Agreement with the Central Jackson County Fire Protection District for Opticom Maintenance and Repair. Deputy City Clerk Megan Rodgers made the first reading of Bill No. 5352 by title; copies of the proposed Bill having previously been made available to the public.

Councilmember Ericson moved to approve Bill No. 5352 upon its first reading and proceed with the second reading. Motion seconded by Councilmember Tholen and carried unanimously.

2ND READING – BILL NO. 5352

Ms. Rodgers made the second reading of Bill No. 5352 by title. Councilmember Edmondson moved to adopt Bill No. 5352 upon its second reading and give it **ORDINANCE NO. 5453** with a copy attached hereto and made a part of the minutes. Motion seconded by Councilmember Ericson and carried with the following vote:

Edmondson – Aye
Rowan – Aye
Kaylor – Aye
Tholen – Aye
Brummel – Aye
Ericson – Aye
Mayor Lievsay – Aye

INTRODUCTION AND 1ST READING – BILL NO. 5347 – FISCAL YEAR 2025-26 BUDGET

Councilmember Kaylor introduced Bill No. 5347 approving the Fiscal Year 2025-26 Budget. Deputy City Clerk Megan Rodgers made the first reading of Bill No. 5347 by title; copies of the proposed Bill having previously been made available to the public.

Councilmember Ericson moved to approve Bill No. 5347 upon its first reading and proceed with the second reading. Motion seconded by Councilmember Tholen.

MOTION TO AMEND BILL NO. 5347

Councilmember Brummel moved to amend the Fiscal Year 2025-26 budget to add $195,000 divided appropriately between the General Fund and Public Safety Sales Tax fund to provide a 4.5% range adjustment on October 1 for the Fraternal Order of Police Officers Bargaining Unit. Motion seconded by Councilmember Kaylor and carried with the following vote:

Rowan – Aye
Kaylor – Aye
Tholen – Aye
Brummel – Aye
Ericson – No
Edmondson – Aye
Mayor Lievsay – Aye

APPROVE 1ST READING – BILL 5347, AS AMENDED

Approval of first reading of Bill No. 5347, as amended, carried with a vote of 6 to 1, with Councilmember Ericson voting no.

2ND READING – BILL NO. 5347, AS AMENDED

Ms. Rodgers made the second reading of Bill No. 5347, as amended, by title. Councilmember Edmondson moved to adopt Bill No. 5347 upon its second reading and give it **ORDINANCE NO. 5454,** with a copy attached hereto and made a part of the minutes. Motion seconded by Councilmember Tholen and carried with the following vote:

Kaylor – Aye
Tholen – Aye
Brummel – Aye
Ericson – No
Edmondson – Aye
Rowan – Aye
Mayor Lievsay – Aye

INTRODUCTION AND 1ST READING – BILL NO. 5353 – FISCAL YEAR 2024-25 BUDGET AMENDMENT

Councilmember Kaylor introduced Bill No. 5353 amending the 2024-25 annual budget increasing the previously adopted and amended budget of $143,139,209 by $216,402 to $143,355,611. Deputy City Clerk Megan Rodgers made the first reading of Bill No. 5353 by title; copies of the proposed Bill having previously been made available to the public.

Councilmember Ericson moved to approve Bill No. 5353 upon its first reading and proceed with the second reading. Motion seconded by Councilmember Tholen and carried unanimously.

2ND READING – BILL NO. 5353

Ms. Rodgers made the second reading of Bill No. 5353 by title. Councilmember Edmondson moved to adopt Bill No. 5353 upon its second reading and give it **ORDINANCE NO. 5455,** with a copy attached hereto and made a part of the minutes. Motion seconded by Councilmember Ericson and carried with the following vote:

Tholen – Aye
Brummel – Aye
Ericson – Aye
Edmondson – Aye
Rowan – Aye
Kaylor – Aye
Mayor Lievsay – Aye

COUNCIL COMMENTS

Councilmember Edmondson shared that Council will participate in the Fall Fun Fest Parade on September 20.

ADJOURNMENT At 6:30 p.m., there was no further business to come before the Council, Councilmember Kaylor moved the meeting be adjourned. Motion seconded by Councilmember Edmondson and carried unanimously.

CITY OF BLUE SPRINGS

ATTEST:

Chris Lievsay, Mayor

Megan Rodgers, Deputy City Clerk

CITY OF BLUE SPRINGS, MISSOURI
MINUTES OF COUNCIL WORK SESSION
SEPTEMBER 29, 2025

A Work Session of the City Council of the City of Blue Springs, Missouri, was held on Monday, September 29, 2025, 6:00 p.m. in the Administrative Training Room of the Blue Springs City Hall, 903 W. Main Street with Mayor Chris Lievsay presiding.

COUNCILMEMBERS IN ATTENDANCE

Jerry Kaylor
Katie Tholen
Nick Brummel
Galen Ericson
Kent Edmondson
Jeremy Rowan

Also present were City Administrator Christine Cates, Assistant City Administrator Dennis Dovel, City Attorney Jennifer Baird, Assistant to the City Administrator George Schmitz, Senior Director of City Development Mike Mallon, Director of Parks and Recreation Justin Stuart, and City Clerk Erin Ford.

CALL MEETING TO ORDER AND CONFIRMATION OF QUORUM

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

CHAPTER 100 BONDS

Attorney Sarah Granath of Gilmore & Bell presented information regarding Chapter 100 Bonds and addressed questions from Council.

PARKS AND RECREATION OPEN SPACE MASTER PLAN

Director of Parks and Recreation Justin Stuart presented an overview of the Parks, Recreation and Open Space Master Plan and addressed questions from Council.

SHORT-TERM RENTALS

Senior Director of City Development Mike Mallon presented information regarding potential regulations for short-term rentals in the City.

ADJOURN

At 7:36 p.m., there was no further business to come before the Council, Mayor Lievsay declared the meeting adjourned.

CITY OF BLUE SPRINGS

ATTEST:

_____
Chris Lievsay, Mayor

_____
Erin Ford, City Clerk

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CITY OF BLUE SPRINGS
CITY COUNCIL INFORMATION FORM

DATE SUBMITTED: September 19, 2025

SUBMITTED BY: Erin Ford **DEPARTMENT: Administration**

☐ Ordinance	☒ Resolution	☐ Presentation	☐ Public Hearing
☐ Contract	☐ Discussion	☐ Economic Dev.	☐ Other

ISSUE/REQUEST

Adopt a Resolution to approve the disposition of Information Technology department records which have met the required retention period as prescribed by the Blue Springs Records Retention, Management, and Destruction Policy dated November 28, 2016 and in accordance with the Missouri Secretary of State's records retention guidelines.

BACKGROUND/JUSTIFICATION

Exhibit A to the Resolution lists the records from the Information Technology Departments to be disposed of by destruction or donation. Once the Certification of Destruction section of the disposition list has been signed, the disposition list will be filed and stored for permanent record to keep a history of all records the City destroys.

FINANCIAL IMPACT

Contractor:	N/A

PROJECT TIMELINE

Estimated Start Date	Estimated End Date
Immediately	N/A

STAFF RECOMMENDATION

Staff recommends approval.

OTHER BOARDS & COMMISSIONS ASSIGNED

Name of Board or Commission:	N/A

ECONOMIC DEVELOPMENT PROJECT

N/A

LIST OF REFERENCE DOCUMENTS ATTACHED

1. Resolution with disposition list attached as Exhibit A.

REVIEWED BY:

Requesting Director: ***Erin Ford***	Budget: ***N/A***
Legal: ***N/A***	City Administrator: ***Christine Cates***

Resolution No. 75-2025

A RESOLUTION APPROVING THE DISPOSITION OF RECORDS THAT HAVE MET THE REQUIRED RETENTION PERIODS AND NO LONGER PROVIDE ANY VALUE TO THE CITY OF BLUE SPRINGS

WHEREAS, it has been determined by the Records Manager that Information Technology department records have met the required retention periods as set by the Blue Springs Records Retention Schedule within the Records Retention, Management, and Destruction Policy; and

WHEREAS, the disposition of records that have met the required retention periods provides for efficient and cost-effective management of City records, reduces physical and electronic storage costs, and reduces the liability of the City of Blue Springs for housing inactive records beyond the required retention period that may be subject to discovery during pending litigation; and

WHEREAS, a copy of the Disposition List that lists the records, the retention periods, and the allowed disposition dates is attached to this Resolution as Exhibit "A".

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

Section 1. The City Administrator is hereby authorized to direct the Records Manager or their designee to properly dispose of the records listed in the disposition list attached hereto as Exhibit "A" and incorporated herein.

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

Section 2. Scrivener's Errors. Typographical errors and other matters of a similar nature that do not affect the intent of this Ordinance, as determined by the City Clerk, may be corrected with the endorsement of the City Administrator without the need to come before the City Council.

PASSED by the City Council of the City of Blue Springs, Missouri, and approved by the Mayor of Blue Springs, this 6th day of October 2025.

CITY OF BLUE SPRINGS

_____
Chris Lievsay, Mayor

ATTEST:

_____
Erin Ford, City Clerk

Exhibit A

The City of Blue Springs Missouri

DISPOSITION LIST

The Records Manager respectfully requests authority to destroy the inactive records listed below:

BOX NO. / Item	Date of Record(s)	Contents	Destruction Date
N/A		All data, media, and content captured through third-party	Ongoing per policy
		cameras, excluding records that have been retained	
		for official investigative or other legal purpose.	
N/A	08/31/2024-09/30/2024	All employee emails in Sent items,	10/07/2025
		Deleted items, Junk and Clutter folders	

To be completed by Records Manager:	Approved by Resolution _____-_____
STATE OF MISSOURI COUNTY OF JACKSON CITY OF BLUE SPRINGS I, Erin Ford, Records Manager, City of Blue Springs, a municipal Corporation within and for said County and State aforesaid, do hereby certify that the attached is a true and complete enumeration of records which will be destroyed by recycling, throwing away, deleting, or shredding. IN WITNESS WHEREOF, I hereunto set my hand and affix the seal of said City of Blue Springs, Missouri, at its office in Blue Springs, Missouri, on this _____ day of _____, 20____. _____	

CITY OF BLUE SPRINGS
CITY COUNCIL INFORMATION FORM

DATE SUBMITTED: September 8, 2025 **CONTRACT NO. 2024-166 Task Order #20**

SUBMITTED BY: Dennis Dovel **DEPARTMENT: Public Works**

☐ Ordinance	☒ Resolution	☐ Presentation	☐ Public Hearing
☒ Contract	☐ Discussion	☐ Economic Dev.	☐ Other

ISSUE/REQUEST

Adopt a Resolution approving Task Order #20 to Contract No. 2024-166 with SC Engineering, LLC, dba Cochran for Professional Engineering and Construction Services for sludge removal at the Sni-A-Bar Wastewater Treatment Facility SNI-01 in the amount of $106,985.00.

BACKGROUND/JUSTIFICATION

The Sni-A-Bar wastewater treatment facility utilizes sludge treatment cells for the interim process between removal of sludge from the activated sludge process and permanent disposal from the treatment plant. Through an agreement with the Department of Natural Resources the City has been able to extend the period before sludge is required to be removed (normally 2 years) by adding micro-organisms to the sludge treatment cells to continue the decomposition process. This process can extend the storage capacity of the treatment cells by an additional 2-3 years.

Regular disposal of waste sludge is required under the permit issued by the State of Missouri. Sludge removal is needed based on the agreements with DNR and the available storage capacity of the treatment cells and should be performed every 4 years.

The City of Blue Springs Strategic Plan 2025-2030 identifies the improvements of the Sni-A-Bar Wastewater Treatment Facility as an objective as outlined under the Infrastructure Strategic Priority. This sludge removal will help prepare the City for the future improvements that will be needed to meet the Environmental Protection Agency (EPA) requirements.

On October 21, 2024, City Council approved an On-Call Consulting Services Contract with SC Engineering, LLC dba Cochran (Cochran) for engineering consulting services.

Per their engineering and construction services offered, Cochran will perform sludge surveys to determine the depth of sludge at the bottom of the lagoons. From there, sludge samples will be collected and tested for metals, nitrogen, and PAN for a total of thirty tests by a certified laboratory. Cochran will then oversee the creation of project manuals for bidding purposes and then facilitating the bidding process. Once a contractor has been selected, Cochran will serve as the City's representative for administering the terms of the construction contract between the City and their contractor. Cochran will then provide on-site inspection services to inspect progress and quality of work at the Sni-A-Bar Wastewater Treatment Facility, as well as the disposal site as needed.

It is anticipated that this project will involve removal of approximately 3,500 dry tons of sludge from lagoon Cells #1 and #2.

FINANCIAL IMPACT

Contractor:	SC Engineering, LLC dba Cochran
Amount of Request/ Contract:	$106,985
Amount Budgeted:	$4,000,000
Budget Year:	FY 2025-26
Funding Source/Account #:	460-75000-543300 SNI-01
Account Balance:	$4,000,000 will be encumbered from FY 2024-25 and rolled over to FY 2025-26 Date: 9/17/2025

PROJECT TIMELINE

Estimated Start Date	**Estimated End Date**
October 6, 2025	December 31, 2030
Years and Months Contract in effect	**Number of times renewable**
5 years, 2 months	N/A

STAFF RECOMMENDATION

Staff recommends approval.

OTHER BOARDS & COMMISSIONS ASSIGNED

Name of Board or Commission:	N/A

ECONOMIC DEVELOPMENT PROJECT

N/A

LIST OF REFERENCE DOCUMENTS ATTACHED

1. Resolution with Task Order #20 attached as Exhibit A.

REVIEWED BY:

Requesting Director: ***Dennis Dovel***	Budget: ***Lori Turner***
Legal: ***N/A***	City Administrator: ***Christine Cates***

SUPPORTING DOCUMENTS:
(FOR CONTRACT ITEMS ONLY)

Document	Attached	If not attached, explain
Certificate of Insurance:	☐	On File
E-Verify Affidavits:	☐	On File
E-Verify proof of enrollment:	☐	On File
Bond:	☐	N/A
Anti-Discrimination Against Israel Act Certification (contract over $100,000)	☐	On File

Wage Order, by reference	☐	Wage Order Number:
IRS Form W-9:	☐	On File
Bid/RFP/RFQ: (submit all)	☐	N/A – Task Order
Bid/RFP/RFQ Tabulation:	☐	N/A – Task Order
Bid Waiver: (less than three bids)	☐	N/A – Task Order
Contractor address and email:	☒	SC Engineering, LLC, dba Cochran ATTN: David Van Leer 618 SW 3rd Street Lee's Summit, MO 64063 dvanleer@cochraneng.com
Project Exemption Certificate needed:	☐	N/A
Other:	☐	

Resolution No. 76-2025

A RESOLUTION APPROVING TASK ORDER #20 TO CONTRACT NO. 2024-166 WITH SC ENGINEERING, LLC DBA COCHRAN FOR SLUDGE REMOVAL AT THE SNI-A-BAR WASTEWATER TREAMENT FACILITY SNI-01

WHEREAS, through an agreement with the Department of Natural Resources (DNR) the City has been able to extend the period before sludge is required to be removed at the Sni-A-Bar Wastewater Treatment Facility by adding micro-organisms to the sludge treatment cells to continue the decomposition process; and

WHEREAS, regular disposal of waste sludge is required under the permit issued by the State of Missouri and is needed based on the agreements with DNR and the available storage capacity of the treatment cells and should be performed every four years; and

WHEREAS, The City of Blue Springs Strategic Plan 2025-2030 identifies the improvements of the Sni-A-Bar Wastewater Treatment Facility as an objective as outlined under the Infrastructure Strategic Priority; and

WHEREAS, on October 21, 2024, City Council approved an On-Call Consulting Services Contract with SC Engineering, LLC dba Cochran (Cochran) for engineering consulting services; and

WHEREAS, staff recommends entering into a Task Order with Cochran for Professional Engineering and Construction Services for sludge removal at the Sni-A-Bar Wastewater Treatment Facility in the amount of $106,985.00.

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

Section 1. The City Administrator is hereby authorized to enter into Task Order #20 to Contract No. 2024-166 in the amount of $106,985 with SC Engineering, LLC dba Cochran for Professional Engineering and Construction Services for sludge removal at the Sni-A-Bar Wastewater Treatment Facility. A copy of the proposed Task Order #20 is attached hereto as Exhibit “A” and is incorporated herein.

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

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

PASSED by the City Council of the City of Blue Springs, Missouri, and approved by the Mayor of Blue Springs, this 6th day of October 2025.

CITY OF BLUE SPRINGS

_____
Chris Lievsay, Mayor

ATTEST:

_____
Erin Ford, City Clerk

CONTRACT NO. 2024-166	TASK ORDER NO. 20	TASK ORDER EFFECTIVE DATE: AUGUST 22, 2025	TASK ORDER TERMINATION DATE: DECEMBER 31, 2030
CITY		**CONSULTANT**	
City of Blue Springs **903 West Main Street** **Blue Springs, MO 64015**		**SC Engineering, LLC, dba Cochran** **618 SW 3rd Street** **Lee's Summit, MO 64063**	
Attention: Dennis Dovel		Attention: David Van Leer, P.E. Engineering Manager|Partner	
Department: Administration		Phone: (636) 584-0540	
Phone: (816) 228-0111			

TASK ORDER

This Task Order is entered into as the date last signed by the parties and is between LS Engineering, LLC, dba Cochran ("Consultant") and the City of Blue Springs, Missouri ("City").

WHEREAS, the City has engaged Consultant to provide engineering services pursuant to an Agreement for On-Call Consulting Services, pursuant to which the City may task the Consultant to provide additional professional engineering services on a project-specific basis by acknowledging a separate Task Order.

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

1. **Incorporation of Base Agreement**. This Task Order is subject to all terms and conditions contained in the Agreement for On-Call Consulting Services, that are not inconsistent with the specific terms contained herein, and the Agreement for On-Call Consulting Services between the parties is incorporated herein as if set forth in full by this reference.

2. **Scope of Services**. The Scope of Services pursuant to this Task Order are as contained in **Exhibit 1**.

3. **Term**. Consultant shall begin work pursuant to this Task Order upon its Effective Date and all work shall be completed by December 31, 2030.

4. **Compensation**. Unless compensation is set forth in this Task Order, compensation shall be as provided in the Agreement for On-Call Consulting Services between the parties.

5. **Additional Terms and Conditions**. If any, attached to this Task Order as **Exhibit 2**.

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

SC ENGINEERING, LLC, DBA COCHRAN	**CITY OF BLUE SPRINGS, MISSOURI**
David Van Leer, P.E., Engineering Manager|Partner	Christine Cates, City Administrator

EXHIBIT 1
Task Order #20 - Scope of Services

Sni-A-Bar WWTF Sludge Removal – Lump Sum Proposal:

The purpose for this Lump Sum Proposal is to provide professional engineering and construction services for sludge removal at the Sni-A-Bar Wastewater Treatment Facility. We anticipate this project will involve removal of approximately 3,500 dry tons of sludge from lagoon Cells #1 & #2. See attached Exhibit 2 for location of Cell #1 and Cell #2.

ITEM NO. 1 – SLUDGE SURVEY AND SLUDGE ANALYSIS

SCOPE OF WORK:

1. Perform sludge survey on Cell #1 and Cell #2 of the Sni-A-Bar Lagoon. Survey will determine depth of sludge in bottom of lagoon.
2. Survey will be performed from a jon boat with a sludge judge sampler system.
3. Survey test locations will be depicted on an aerial photo of the lagoon. Sludge depth results will be presented in tabular form.
4. Estimate volume of sludge and dry tons of sludge in Cell #1 and Cell #2.
5. Sludge Sampling:
    a. Provide all necessary containment for sludge collection samples.
    b. Collect three (3) samples at ten (10) locations.
6. Sludge Testing Consultant:
    a. Testing of ten (10) samples with each sample being tested for metals, nitrogen and PAN for a total of thirty (30) total tests by a certified laboratory.
    b. Confirm requirements for land application based on sludge composition.

ITEM NO. 2 – BID DOCUMENTS & BID ADMNISTRATION

SCOPE OF WORK:

1. Provide Project Manuals and Plans to the City for bidding purposes. Project manual will include front end documents and technical specifications.
2. Make copies and distribute bid packages to contractors.
3. Answer contractor's questions during bidding and issue addenda (if required)
4. Conduct the pre-bid meeting, and prepare meeting minutes.
5. Conduct bid opening and review submitted bids, investigate low bidder(s) as required to evaluate their qualifications, prepare bid tabulation sheet, and consult with the Owner on award of bid.

ITEM NO. 3 – CONSTRUCTION ADMINISTRATION & OBSERVATION

SCOPE OF WORK:

1. The Engineer will serve as the City's representative for administering the terms of the construction contract between the City and their contractor. Engineer will endeavor to protect the City against defects and deficiencies in workmanship and materials in work by the Contractor. However, the furnishing of such project representation will not make Engineer responsible for the construction methods and procedures used by Contractor or for the Contractor's failure to perform work in accordance with the contract documents.
2. Attend a preconstruction conference to discuss project details with the successful contractor.
3. Provide part-time on-site inspection services to inspect the Contractor's progress and quality of work and to determine if the work conforms to the contract documents. Inspections will be provided at Sni-A-Bar WWTP and disposal site as needed.
4. Reject work not conforming to the project documents.
5. Prepare change orders for issuance by the City as necessary and assure that proper approvals are made prior to work being performed.
6. Review submittals, wage rates, pay applications, and other items called for in the contract documents.
7. Be present during critical operations.
8. Provide project closeout documents.

SERVICES NOT INCLUDED:

(All of which can be provided under a separate contract)

1. Environmental/Geotechnical/Wetlands Studies or Reports
2. Topographic, Utility or Boundary Survey
3. Lagoon Closure Plans or Permitting
4. Bid Advertisement Fees
5. Full-Time Construction Inspection

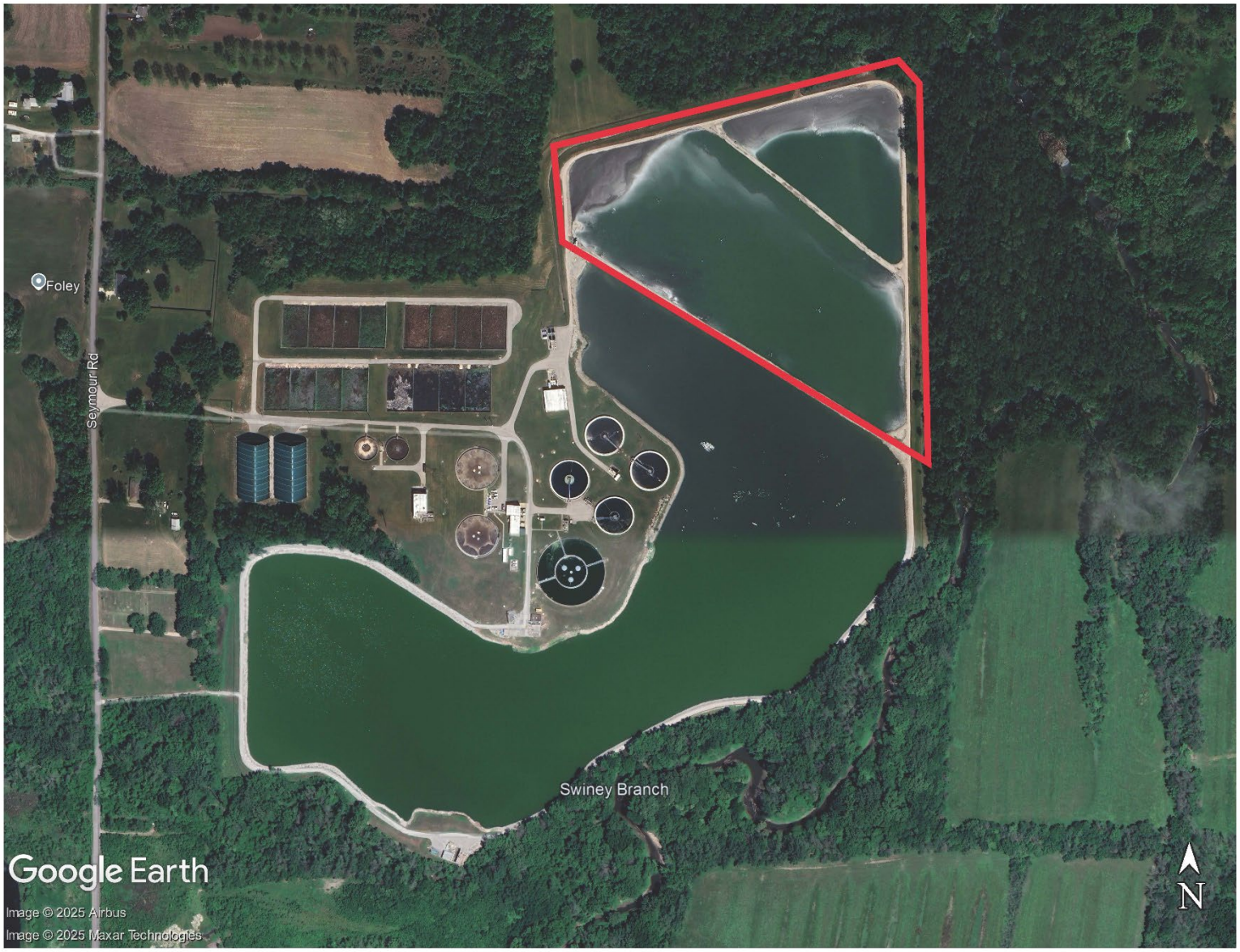
FEE:

1. The total amount of fee to be paid for the Scope of Services outlined in this Task Order shall be as follows:

1.	Sludge Survey & Sludge Analysis	$ 12,840.00
2.	Bid Documents & Bid Administration	$ 29,445.00
3.	Construction Administration & Observation	$ 64,610.00
	TOTAL	**$106,895.00**

Any services not included above will be provided on a time and expense basis.

EXHIBIT 2


Foley
Seymour Rd
Swiney Branch
Google Earth
Image © 2025 Airbus
Image © 2025 Maxar Technologies
N

CITY OF BLUE SPRINGS
CITY COUNCIL INFORMATION FORM

DATE SUBMITTED: September 2, 2025 **CONTRACT NO.**

SUBMITTED BY: Justin Stuart **DEPARTMENT: Parks and Recreation**

☐ Ordinance	☒ Resolution	☐ Presentation	☐ Public Hearing
☒ Contract	☐ Discussion	☐ Economic Dev.	☐ Other

ISSUE/REQUEST

Adopt a Resolution approving a contract in the amount not to exceed $125,000.00 with Lippert Mechanical Service, LLC for on-call HVAC services for the City of Blue Springs.

BACKGROUND/JUSTIFICATION

The City of Blue Springs holds service contracts for on-call services and preventative maintenance of the HVAC systems at all City buildings. The current contract is expiring and a new agreement is needed. Due to ongoing technological changes in HVAC systems and the certification or expertise required to diagnose HVAC issues, staff have determined that continued outside support from a professional HVAC company is necessary.

After reviewing available service providers, staff has determined that Lippert Mechanical Service, LLC is able to meet the City's needs through a cooperative purchasing agreement with OMNIA. Under this agreement, Lippert will provide preventative maintenance and on-call HVAC services for city facilities.

For the Adams Pointe Conference Center, Lippert will perform preventative maintenance on a quarterly schedule to keep all HVAC units in proper working order. The cost of this preventative service agreement will be $35,000 per year.

In addition to preventative maintenance, Lippert will provide on-call HVAC services for other City buildings. When City staff are unable to troubleshoot or repair equipment, a City employee may request service from Lippert. Lippert will then provide a written quote for the needed work, which must be approved by designated City staff before work begins. On-call services will be billed at an hourly rate plus a twenty-five percent markup on materials, with a total annual contract amount of $90,000. Any on-call task that is estimated to be above $10,000.00 will be opened for a bidding process with other HVAC contractors to ensure pricing is accurate.

Staff recommends entering into an agreement with Lippert Mechanical Service, LLC for preventative maintenance and on-call service for the Adams Pointe Conference Center and all City buildings for an annual amount not to exceed $125,000.00 for a period of three years.

FINANCIAL IMPACT

Contractor:	Lippert Mechanical Service, LLC
Amount of Request/ Contract:	$125,000
Amount Budgeted:	100-38000-530500 - $40,000 155-21000-530500 - $10,000

	410-41000-530570 - $3,000 150-00000-530100 - $50,000 Conference Center Maint. Total $103,000
Budget Year:	FY 2025-26
Funding Source/Account #:	100-38000-530500 - $40,000 155-21000-530500 - $25,000 410-41000-530570 - $10,000 150-00000-530100 - $50,000
Account Balance:	100-38000-530500 - $40,000 155-21000-530500 - $10,000 410-41000-530570 - $3,000 150-00000-530100 - $50,000 Date: 8/26/2025

PROJECT TIMELINE

Estimated Start Date	Estimated End Date
October 13, 2025	September 30, 2028
Years and Months Contract in effect	**Number of times renewable**
3 years	0

STAFF RECOMMENDATION

Staff recommends approval.

OTHER BOARDS & COMMISSIONS ASSIGNED

Name of Board or Commission:	N/A

ECONOMIC DEVELOPMENT PROJECT

N/A

LIST OF REFERENCE DOCUMENTS ATTACHED

1. Resolution with contract attached as Exhibit A.

REVIEWED BY:

Requesting Director: ***Justin Stuart/Don Rapp***	Budget: ***Lori Turner***
Legal: ***Jennifer Baird***	City Administrator: ***Christine Cates***

SUPPORTING DOCUMENTS:
(FOR CONTRACT ITEMS ONLY)

Document	Attached	If not attached, explain
Certificate of Insurance:	☒	
E-Verify Affidavits:	☒	
E-Verify proof of enrollment:	☒	
Bond:	☐	
Anti-Discrimination Against Israel Act Certification (contract over $100,000)	☐	
Wage Order, by reference	☐	Wage Order Number:
IRS Form W-9:	☒	
Bid/RFP/RFQ: (submit all)	☐	
Bid/RFP/RFQ Tabulation:	☐	
Bid Waiver: (less than three bids)	☒	
Contractor address and email:	☒	Tom Argubright targubright@lippertmechanical.com 1215 W. 12th St. Ste 225 Kansas City, MO 64101
Project Exemption Certificate needed:	☒	
Other:	☐	

A RESOLUTION APPROVING A CONTRACT WITH LIPPERT MECHANICAL SERVICE, LLC FOR ON-CALL HVAC SERVICES FOR THE CITY OF BLUE SPRINGS BUILDINGS.

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

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

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

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

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

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

f. “On-site employees” are defined as laborers, workmen, drivers, equipment operators, and craftsmen employed by contractors and subcontractors to be directly engaged in construction at the site of the public works. "Directly engaged in construction" shall mean work performed in the actual erection of the structure or completion of the improvement constituting the public works. In addition, employees working at a nearby or adjacent facility used by the contractor or subcontractor for construction of the public works shall be deemed "on-site

employees." Persons engaged solely in the transportation of materials, fuel, or equipment to the site of the public works shall not be deemed to be "directly engaged in construction;" and

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

WHEREAS, the Parks and Recreation Department prepared specifications and secured a quotation for On-Call HVAC Services; and

WHEREAS, the Department utilized the Omnia cooperative purchase agreement and now recommends that the City award a contract to Lippert Mechanical Service, LLC, for work based on scope of services in the amount of $125,000.00.

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

Section 1. The City Administrator is hereby authorized to enter into a contract with Lippert Mechanical Service, LLC for HVAC On-Call Services in the amount of $125,000.00. A copy of the proposed Contract is attached hereto as Exhibit “A” and is incorporated herein.

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

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

PASSED by the City Council of the City of Blue Springs, Missouri, and approved by the Mayor of Blue Springs, this 6th day of October 2025.

CITY OF BLUE SPRINGS

ATTEST:

Chris Lievsay, Mayor

Erin Ford, City Clerk

EXHIBIT A

EFFECTIVE DATE: October 13, 2025	TERMINATION DATE: September 30, 2028	CONTRACT NUMBER:

CITY	CONTRACTOR
City of Blue Springs **903 West Main Street** **Blue Springs, MO 64015**	**Lippert Mechanical Service, LLC** **1215 W. 12th St. Ste 225** **Kansas City, MO 64101**
Department: Parks and Recreation	Attention: Tom Argubright
Phone: 816-228-0105	Phone: 816-241-4442

GOODS AND SERVICES CONTRACT

THIS CONTRACT, made and entered into this_____day of_____, 2025, by the parties identified above.

WITNESSETH:

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

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

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

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

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

3. **Non-Exclusive Contract.** This Contract is entered into with the understanding and agreement that it is for the sole convenience of the City. The City reserves the right to obtain like goods and services from another source.

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

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

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

7. **Costs not to Exceed**. The City of Blue Springs is limited by law and its bidding and procurement process with respect to the amount of money it can pay. Therefore, the City has established a fixed sum amount, based on the bid proposal after a competitive bidding process if required by City Policy, as described in the Maximum Payment section of ***Exhibit 1*** for this Contract and Paragraph 8.b which cannot be exceeded unless this Contract is amended. The Contractor shall notify the City if Contractor anticipates that the contract amount may be exceeded to determine whether or not the City is prepared to increase the total compensation.

8. **Payment**.

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

b. Total compensation not to exceed. It is expressly understood that in no event will the total compensation and reimbursement to be paid to the Contractor under the terms of this Contract exceed the sum of $125,000.00 unless agreed to by City and Contractor in writing.

9. **Termination of Contract.**

a. **Termination for breach.** Failure of the Contractor to fulfill Contractor's obligations under this Contract in a timely and satisfactory manner in accordance with the schedule and description of services set forth in ***Exhibit 1*** shall constitute a breach of this Contract, and the City shall thereupon have the right to immediately terminate this Contract. The City shall give written notice of termination to the Contractor by U.S. Postal Service Mail or by hand delivering a

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

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

10. **City's Limitation on Indebtedness.** In accordance with the laws of the State of Missouri, specifically Missouri Constitution, Art. VI, Section 26, notwithstanding any provision to this contract, nothing in this Contract shall be construed as creating an obligation or debt beyond the City's fiscal year, and in the event that it does, performance of the City's obligations under this Contract is expressly subject to appropriation of funds by the City year-to-year during the duration of this Contract.

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

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

the City to give any notice to any such assignee of any actions which the City may take under this Contract, though City will attempt to so notify any such assignee.

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

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

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

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

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

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

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

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

and that it will utilize a high level of skill necessary to perform the work. This Contract shall not be construed as creating any joint employment relationship between the Contractor and the City, and the City will not be liable for any obligation incurred by the Contractor, including but not limited to unpaid minimum wages and/or overtime premiums.

19. **No Third-Party Benefits**. This Contract shall not be deemed to create any third-party benefit hereunder for any member of the public or to authorize anything or anyone, not a party hereto, to maintain suit pursuant to the terms of this Contract.

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

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

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

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

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

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

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

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

b. The Contractor shall defend, indemnify, and hold the City and its elected or appointed officials, officers, employees and agents harmless from and against all actual claims and alleged claims and all damages, including but not limited to losses, liabilities, costs, expenses and attorney fees arising out of personal injuries, including illness or death, and damage to, or destruction of, property, which are caused by the Contractor or the Contractor's agents,

employees, sub-contractors or by others for whom Contractor is liable arising out of or in any way connected with or resulting from, performance of, or failure to perform, this Contract.

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

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

e. Notwithstanding any provision to the contrary, in no event shall Contractor's aggregate liability for all damages connected with its services under the Contract be less than the actual damages incurred by City.

f. In the event of litigation by the City against Contractor to enforce the terms of this Contract, or to remedy a breach of the terms of this Contract (either in law or in equity), the City shall be entitled to recover from the Contractor its reasonable attorney fees, costs, and expenses arising from such litigation if the City is a prevailing party.

23. Enrollment in Work Authorization Program and Affidavit Concerning Employment of Unauthorized Aliens. If this Contract, awarded to a business entity, exceeds five thousand dollars, the business entity, and any subcontractors of the business entity, shall, by affidavit and provision of documentation, affirm it's or their enrollment and participation in a federal work authorization program with respect to the employees working in connection with the contracted services. Every such business entity, and any subcontractors of the business entity, shall also affirm by the affidavit that it does not knowingly employ any person who is an unauthorized alien in connection with the contracted services. A subcontractor shall provide similar affidavit and documentation to the Contractor at the time the subcontractor is hired pursuant to Section 15 CSR 60-15.020. A federal work authorization program is any of the electronic verification of work authorization programs operated by the United States Department of Homeland Security or an equivalent federal work authorization program operated by the United States Department of Homeland Security to verify information of newly hired employees, under the Immigration Reform and Control Act of 1986 (IRCA), P.L.99-603. *A business entity is any person or group of persons performing or engaging in any activity, enterprise, profession, or occupation for gain, benefit, advantage, or livelihood. The term business entity shall include but not be limited to self-employed individuals (except it shall not include a self-employed individual with no employees), partnerships, corporations, contractors, and subcontractors.*

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

Work Authorization Affidavit

STATE OF MISSOURI)
) ss.
COUNTY OF Jackson)

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

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

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

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

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

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

1. My name is TOM ARGUBRIGHT and I am currently the ACCOUNT MANAGER of VIPPER MECHANICAL (hereinafter "Company"), whose business address is 1215 W 12th St. #225 KCMO 64101, and I am authorized to make this Affidavit.

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

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

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

Affiant / Contractor

TOM ARGUBRIGHT
Printed Name

Subscribed and sworn to before me this 21 day of August, 2025.

SEAL

Notary Public

Tracie Ann Cary
Notary Public-Notary Seal
STATE OF MISSOURI
Commissioned for Jackson County
My Commission Expires: 11/30/2026
ID. #14429653

24. **Anti-Discrimination Against Israel Act.** If this agreement has a total potential value of $100,000 or more and Contractor has 10 or more employees, the following applies: Pursuant to Section 34.600, RSMo, Contractor agrees to comply with Missouri law regarding the Anti-Discrimination Against Israel Act, and execution of this Contract constitutes Contractor's certification of compliance with the Anti-Discrimination Against Israel Act, including that it is not currently engaged in, and shall not, for the duration of this Contract, engage in a boycott of goods or services from the State of Israel; companies doing business in, or with, Israel companies authorized by, licensed by, or organized under, the laws of the State of Israel; or persons or entities doing business in the State of Israel.

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

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

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

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

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

LIPPERT MECHANICAL SERVICE, LLC

By: _____
Name: Jess Lippert
Title: _____

CITY OF BLUE SPRINGS, MISSOURI

_____
Christine Cates, City Administrator

APPROVED AS TO FORM

Jennifer M. Baird
_____
Jennifer Baird, City Attorney

Exhibit 1 to Contract Scope of Work	
Name of Contractor	Lippert Mechanical Service, LLC
Scope of Work (Job Description)	Lippert Mechanical Service, LLC ("Contractor") will provide preventative maintenance and on call HVAC services for the City of Blue Springs under a cooperative purchasing agreement with OMNIA. The preventative maintenance portion of this agreement will cover the Adams Pointe Conference Center. Contractor will perform quarterly maintenance on all HVAC units to ensure reliable operation, extend equipment life, and reduce downtime. Preventative maintenance will include inspecting and changing air filters, cleaning and inspecting condenser and evaporator coils, checking refrigerant levels, lubricating moving parts, tightening belts and electrical connections, calibrating thermostats and controls, inspecting drain lines, and testing overall system performance. The cost of this preventative service agreement will be thirty-five thousand dollars ($35,000) per year. In addition to preventative maintenance, Contractor will provide on-call HVAC services for all other City buildings. When City staff are unable to troubleshoot or repair HVAC issues, a designated City employee may contact Contractor for service. Contractor will provide a written quote for the proposed work, which must be approved by the City prior to commencement. On-call services will be billed according to the hourly rates and material markup set forth below: Hourly Rates and Material Markup Service Category Hourly Rate Material Markup Regular Working Hours Mon-Fri 7:00 a.m.-3:30 p.m. $11800/hr. 25% Overtime Hours Mon-Fri 3:30 p.m.-7:00 a.m. $177.00/hr. 25% Saturday Hours $177.00/hr. 25% Sunday and Holiday Hours $236.00/hr. 25% The preventative maintenance at Adams Pointe Conference Center and the on-call HVAC services for all City buildings together form the full scope of work to be performed under this agreement. All work shall be performed in accordance with Contractor's proposal dated October 1, 2025 attached hereto and incorporated herein as Attachment A.

Start Date	October 13, 2025	
Interim Deadlines (if applicable)	**Date**	**Phase of Project to Be Completed**
Final Completion Deadline	September 30, 2025	
Reimbursable Expenses	☒ None ☐ Travel, Lodging, Meals, Phone Calls, Copying, Postage	
Maximum Payment	$125,000.00	Maximum payment for services rendered
	$	Maximum amount of expenses to be reimbursed
	$125,000.00	Total maximum amount to be paid to Contractor
Method of Payment	☐ Lump Sum of Entire Amount Upon Satisfactory Completion of Project ☐ Monthly Payments Based on Rate of $ Per Hour ☒ Incremental Payments as Follows: as invoiced by contractor ☐ % retainage held until completion of project.	

ATTACHMENT A

FLEX PREVENTIVE MAINTENANCE AGREEMENT

THIS PARTNERSHIP ENTERED INTO BY AND BETWEEN:

LIPPERT MECHANICAL SERVICE

1215 West 12th. Street Ste.225
Kansas City, Missouri 64101
Phone: (816) 241-4442
Fax: (816) 241-4114

AND

City of Blue Springs

SERVICES TO BE PERFORMED AT THE FOLLOWING LOCATIONS(S):

1400 NE Coronado Dr.
Blue Springs, MO 64014
And Additional City Buildings

For the period of October 1, 2025 – September 30, 2028

TYPE OF AGREEMENT

_X_ STANDARD PREVENTIVE MAINTENANCE AGREEMENT:

This Agreement covers regular scheduled inspections per year on the equipment as defined on the "Equipment List." Repair parts and repair labor not included. No emergency labor included. Any additional work or material required will be quoted and billed separately. Lippert Mechanical Service LLC to provide these services in accordance with the "Terms and Conditions," "Equipment List," and "Scope of Service."

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SPECIAL SERVICES AND PROVISIONS

1. **City of Blue Springs** personnel can schedule all preventive maintenance work or have **Lippert Mechanical Service LLC** pre-schedule the maintenance using our computerized scheduling system, which is the recommended way of scheduling preventive maintenance.

2. Regular scheduled service calls, emergency service, installation, and maintenance work are part of this Agreement and can be used by the owner in any combination.

3. Overtime service can be used under this contract. Each one (1) hour of overtime will use 1.5 hours against the Agreement. Double time will be charged as 2.0 hours against the Agreement for each hour of double time.

4. Invoicing will be monthly. A monthly spreadsheet can be emailed to the owner detailing hours used and hours remaining on the Agreement. The owner may also call at any time during regular business hours to find out how many hours remain. The Lippert service technician can email a digital copy of the signed service ticket documenting how many hours we were on site. These tickets will match the spreadsheet and allow the owner to verify hours used against the spreadsheet.

5. Truck charges are included in the cost of this Agreement. Owner may be subject to fuel surcharge, if applicable.

6. The owner can negotiate and adjust for more and/or less hours if required.

7. Materials will be invoiced separately and cannot be used against the Agreement amount. This Agreement is for labor service only.

8. Should the owner exceed the hours included in this Agreement, they will be invoiced separately at the contracted rate of labor plus a truck charge as defined on Page 5. Should the owner not use all the pre-purchased block of hours, the final invoice will be adjusted accordingly.

HVAC Preventive Maintenance and Service Agreement

Proposal

Company Name: Lippert Mechanical Service Company

	Item Cost	Item Total
Price Separately	Quarterly Preventive Maintenance for Adams Pointe Conference Center – McQuay RTU and Split System Units	$3,411.00 quarterly
Price Separately	Quarterly Preventive Maintenance for Adams Pointe Conference Center – VAV Boxes	$2,414.00
Price Separately	Quarterly Maintenance of Adams Pointe Conference Center – Allerton Control System	$2,000.00
	Repair Rate for Adams Pointe Conference Center not covered by the contract.	$148.00/hr Straight Time $211.00/hr Overtime $223.00/hr Sundays/Holidays
	Rate for Materials required.	30% Mark-up
	Repair Rate for other City Buildings	$148.00/hr Straight Time $211.00/hr Overtime $223.00/hr Sundays/Holidays
	Material Rate for other City Buildings	30% Mark-up
	Other – Describe:	
TOTAL PRICE		$7,825.00/quarter

Print Name: _____ Signature: _____

Date: _____

Comments: City of Blue Springs reserves the right to engage other Mechanical companies on bids over $10,000.

Lippert Mechanical offers a 3-hour response time, 24/7 for emergency calls. Non-Emergency calls will be responded to by the next business day.

Additional Services provided in this contract:

Filters provided and changed four (4) times per year.

Belts provided and changed one (1) time per year.

Coil cleaning performed one (1) time per year.

Maintenance Schedule

Equipment	Jan.	Feb.	Mar.	Apr.	May	June	July	Aug.	Sept.	Oct.	Nov.	Dec.
McQuay 125T RTU	X			X			X			X		
McQuay 70T RTU	X			X			X			X		
VAV Boxes(17)	X											
Controls Inspection	X			X			X			X		

SERVICE AGREEMENT

Lippert Mechanical Services LLC, herein after referred to as "Service Company," agrees to furnish services in accordance with the "General Terms and Conditions" and attached "Schedules." This Agreement shall become valid only upon acceptance by **City of Blue Springs** and approved by an officer of the **Service Company**.

SCHEDULE OF EQUIPMENT COVERED BY THIS AGREEMENT

Equipment Type	Manufacturer	Model #	Serial #	Location	Qty	# of Visits
RTU	McQuay	RCS070C	FB0U99100029101	Rooftop	1	4
RTU	McQuay	RPS-1250LA	FBOU991000294	Rooftop	1	4
Controls	Alerton	Envision	BACtalk	Electrical Room	1	1
VAV Boxes	Field Verify	Field Verify	Field Verify	Throughout Building	17	1

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SCOPE OF SERVICE

HVAC PACKAGE ROOFTOP AND SPLIT SYSTEMS

The services described below will be for the **PACKAGE ROOFTOPS OR SPLIT SYSTEM** air-conditioning/gas heating systems

A. **SPRING START-UP INSPECTION –** The following services will be performed during or shortly after seasonal start-up:

1. Replace filters quarterly
2. Check/clean drain pan as required
3. Check/clean condenser coils once per year
4. Check fan and motor bearings. Lubricate as required
5. Check belt condition and tension. (change belt once per year)
6. Check drives and pulleys for tightness
7. Check system for oil and refrigerant leaks by visual inspection
8. Check oil supply and refrigerant charge with calibrated gauges
9. Check operation of refrigerant controls. Calibrate controls as required
10. Check general operation and condition of compressors
11. Check oil pump operation and oil level (if applicable)
12. Check discharge pressure and suction pressure
13. Make pump down capacity check
14. Check operation of damper motors and controls
15. Check operation of expansion valves
16. Check and calibrate operation of system microprocessor controls
17. Check wiring for loose connections
18. Adjust and tighten linkages on all dampers
19. Check voltage and amperage of compressors
20. Check operation and setting of unloaders (if applicable)

B. **MID-SEASON INSPECTION:**

1. Replace filters quarterly
2. Check evaporator coil condition
3. Check and clean drain pan as required
4. Check and clean condenser coils
5. Check fan and motor bearings. Lubricate as required
6. Check belt condition and tension. Change if applicable
7. Check drives and pulleys for tightness

Mid-Season Inspection (Cont.)

8. Check general operation of unit and controls
9. Check refrigerant charge
10. Check for vibration and noise
11. Check for loose connections
12. Check oil pressure and level (if applicable)

C. **FALL START-UP INSPECTION** – The following services will be performed during or shortly after seasonal start-up.

1. Replace Filters quaterly
2. Check fan motors and bearings. Lubricate as required
3. Check belt condition and tension.
4. Check drives and pulleys for tightness
5. Check operation of damper motors and controls
6. Check and tighten linkages as required
7. Check burner condition
8. Check heat exchanger condition
9. Check operation of heating controls
10. Check gas pressure for proper burner operation
11. Check flame signals and all safety devices
12. Check fan / limit switch operation
13. Check fan and limit switch operation
14. Check economizer controls
15. Check operation of combustion blower motor
16. Check and tighten electrical conditions

D. **MID-SEASON INSPECTION:**

1. Replace Filters Quarterly
2. Check fan and motor bearings. Lubricate as required
3. Check belt condition and tension.
4. Check fan and limit operation
5. Check burner condition
6. Check heat exchanger condition
7. Check operation of safeties and vent motors
8. Check flame safety operation
9. Check general operation of heating system
10. Tighten all electrical connections

Review maintenance procedures with building engineer and make recommendations for additional service or repair, if required.

SCOPE OF SERVICE

DIGITAL CONTROLS

The services described below will be for the **DIGITAL CONTROLS** listed on the "schedule of equipment to be covered"

A. **INSPECTION PROGRAM -** The following services will be performed four (4) times per year:

1. Check global controllers for adequate voltage
2. Check communication loop
3. Check control boards
4. Check alarms and set points
5. Check temperature set points
6. Check trend logs for erratic readings
7. Check program for errors

Review maintenance procedures with maintenance personnel and make recommendations for additional service or repair, if required

SCOPE OF WORK

VARIABLE AIR VOLUME TERMINAL UNITS

The services described below will be for the **VARIABLE AIR VOLUME TERMINAL UNITS** listed on the "schedule of equipment to be covered"

A. **OPERATING INSPECTIONS** – The following services will be performed one time annually. Not all below listed items can be performed from the existing controls system.

1. Operate/log front end computer monitoring system. Check only available information for each VAV box terminal unit. Notify owner if problems are found through monitoring system.
2. Check static pressure on the inlet of each terminal unit
3. Check electrical connections and relay packs on each terminal units control panel, if applicable.
4. Check each flow sensor/volume control.
5. Check operation of actuator and linkage assembly via the computer monitoring system.
6. Visually inspect ductwork around unit to ensure that there is no excessive leakage, if applicable.
7. Check operation of electric reheat coils thru computer monitoring system, if applicable
8. Check operation of reheat valves and/or electronic staging controls for electric reheat, if applicable.
9. Check operation of bypass damper assembly and controllers.

Notify Customer if any operating problems are found during our system review of the VAV box terminal units.

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GENERAL TERMS AND CONDITIONS

1. Customer agrees to pay to Lippert Mechanical Service LLC the Contract Price in exchange for Lippert Mechanical's performance of the Scope of Services on the equipment as defined in the "Schedule of Equipment." Customer may request changes in the Scope of Services by written notice, but price adjustments shall be by mutual written consent. Customer agrees that payment is due upon receipt of invoice. Delinquent balances will accrue interest at a rate of 1.5% per month. Purchaser agrees to pay the cost of all expenses incurred by Lippert Mechanical Service LLC to collect past due sums, including but not limited to attorney's costs and fees, collection, and court costs. Lippert Mechanical Service LLC may elect to have all controversial matters submitted to mediation, arbitration, or any other alternative resolution dispute procedure. Lippert Mechanical Service reserves the right to discontinue service at any time payment has not been made as agreed.

2. Lippert Mechanical Service LLC. shall not be required to identify, detect, encapsulate, or remove asbestos, or products or materials containing asbestos or similar hazardous substances.

3. Preventive maintenance shall consist of labor required to perform preventive maintenance on the equipment as defined on the "Scheduled Equipment List." Where Lippert Mechanical Service LLC. is obligated under this Agreement for preventive maintenance materials, only those materials necessary to perform maintenance on the equipment as defined on "Scheduled Equipment List" shall be covered by this Agreement.

4. Lippert Mechanical Service LLC obligation under this Agreement (unless specifically written herein) does not include: latches, hardware or glass, ductwork, hinges, gaskets, lights, fixtures, door heaters, plumbing and hydronic, pneumatic, refrigerant, or gas piping, centrifugal tubes, flues, sheet metal, dampers, insulation, recording instruments, gauges or thermometers, water supply, electrical and control wiring up to and including the unit disconnect switch, drain and steam lines beyond the apparatus valves, electrical lines equipment beyond the apparatus main switch, moving or relocating the equipment, repairs due to freezing or from contaminated corrosive water, water treatment (unless provided for under optional services), repairs of chiller or condenser tube bundle, all non-maintainable items such as pressure vessels, tubes, cabinets, tower fill, disconnect switches, circuit breakers, boiler tubes and boiler sections or refractory, furnace heat exchangers, combustion chambers, smoke stacks, chimney or breeching, boiler breechings and settings, radiators and their components, automatic water feeders, low water cutoffs, fan housings, condensate pans, structural supports, non-moving parts, storage tanks, painting of equipment, or cleaning of coils, ducts, chimneys and flues, deliming and/or rodding of water cooling towers and condensers (unless included below), and balancing of air, steam, or water distribution system.

5. Lippert Mechanical Service LLC shall in no event be liable or responsible for any loss, delays, or damages caused by or due to, but not limited to: Lightning, power failure or any other electrical damage caused by malfunction of the electrical distribution system, lack of adequate natural gas or fuel supply or pressure, water in oil, inadequate or excessive water supply or pressure, inadequate or excessive hot water or steam supply or pressure, contamination of water supply or atmosphere, faulty system engineering or design, accident, freezing, flooding, interruption in use of equipment, failure to maintain desired temperatures and humidity levels, failure to provide timely service, willful

Initial Agreement _____

damage, misuse, abuse, negligence, fire, theft, clogged filters (unless Lippert Mechanical Service LLC performs optional air filter service), improper installation, storms, operation of equipment beyond design conditions, strikes, lockouts, explosion, theft, riot, civil commotion, malicious mischief, asbestos, labor disturbances, freeze-up, fire, rust or corrosion, commercial delays, spoilage, loss of business, war conditions, Acts of God, Acts of Government, failure to provide required parts and/or materials, inability to obtain proper parts and/or materials through normal trade suppliers, or any other circumstances beyond Lippert Mechanical Service LLC reasonable control. It is expressly agreed that Lippert Mechanical Service LLC assumes no liability for accident, injury, breakage, loss, or damage to property unless such damage is caused by negligent acts of employees of Lippert Mechanical.

6. Under no circumstances shall Lippert Mechanical Service LLC be responsible or liable for any indirect, incidental or consequential damage or alleged personal injury of any kind relating to or arising out of the existence, effect, removal, or treatment of an Organic Pathogen (i.e., any type of bacteria, virus, fungus, mildew, wet or dry rot, mold or mycotoxin, as well as their spores, odors, and byproducts, along with any reproductive body they produce, and any material containing them).

7. Emergency service required to protect life or property shall be limited to the scope of service described and type of coverage. If emergency service discloses no defect for which Lippert Mechanical Service LLC is responsible under this Agreement, or if the emergency service is outside the coverage elected, customer agrees to pay Lippert Mechanical Service LLC the prevailing charge for such service. If Purchaser's equipment and/or installation is of a critical nature, it is the Purchaser's sole responsibility to provide a complete standby system and/or adequate replacement parts and components on site to facilitate expedient repairs.

8. All charges related to the recovery of refrigerant as required by the provisions of Section 608 of the U.S. Clean Air Act of 1990, are included in this Agreement, for equipment covered under this Maintenance Agreement.

9. This Agreement shall start on the effective date and remain in effect unless terminated on the Anniversary Date by either party. To reflect changes in materials, changes in Scope of Services, and/or the addition or deletion of equipment as defined in the "Schedule of Equipment," this Agreement price may be adjusted on the Anniversary Date. If Customer cancels this Agreement prior to the Anniversary Date, Customer agrees to pay Lippert Mechanical Service LLC list prices for all services and materials rendered to Customer to the date of cancellation.

10. This document embodies the entire Agreement between the parties, and no oral agreement or conversation shall be held to alter the provisions hereof, except for modifications initiated by Lippert Mechanical Service LLC upon providing thirty (30) days written notice of same

11. Each term of this Agreement is separate and severable from other terms herein and the failure, unenforceability, or legal incapability of one or more terms will not affect the other terms of this Agreement which will remain in full force and effect.

Initial Agreement _____

LION NATIONAL CORP

NCPA
An OMNIA Partners Company

City of Blue Springs
903 W. Main St.
Blue Springs, MO 64015
RE: Adams Point PM Agreement

Date: 7/16/2025

Per the request for pricing verification from Lion National Corp for the above referenced project, we have reviewed the necessary labor, materials and equipment to provide services at 1400 NE Coronado Dr, Blue Springs, MO 64014 per Lippert Mechanical Service, A PremiStar Company Adams Point FLEX PREVENTIVE MAINTENANCE AGREEMENT dated 7/14/2025 submitted by Tom Argubright. As a result, we are issuing RQN #2025-1737 for the following:

Scope of Work

STANDARD PREVENTIVE MAINTENANCE AGREEMENT: This Agreement covers regular scheduled inspections per year on the equipment as defined on the "Equipment List." Repair parts and repair labor not included. No emergency labor included. Any additional work or material required will be quoted and billed separately. Lippert Mechanical Service LLC to provide these services in accordance with the "Terms and Conditions," "Equipment List," and "Scope of Service." ON-SITE FLEX AGREEMENT: This Agreement provides Customer with a skilled HVAC service technician(s) for 700 hours of service, which will be used on a weekly, monthly, bi-monthly, or quarterly basis as determined by the owner. Lippert Mechanical Service LLC provides the tools, vehicle, insurance, maintenance tasks, skilled labor, and scheduling for the Customer. Because the Flex Agreement does not tie our services to any specific piece(s) of equipment or scope of work, the Customer can direct our technicians to work on any piece of equipment or perform any task that is needed during our scheduled or unscheduled visits. The work can consist of preventive maintenance (on anything needed), electrical work, repairs of any kind, troubleshooting, installation, etc. The Customer has the flexibility to use our services in any way they choose.

We have audited the proposal utilizing the RS Means price book in conjunction with NCPA's pricing as contracted with Lion National Corp, Contract #02-139 plus any approved addendum's. These line items are listed on the RS Means Summary Report dated 7/16/2025 per attached.
The contract not to exceed value is $140,048.98.

As a result of our analysis, we confirm that the proposal pricing meets the guidelines of the contract. If there are any further questions, please do not hesitate to contact us.

Scott Gaeta
Lion National Corporation
sgaeta@lionnational.com
(954) 651-7200

CITY OF BLUE SPRINGS
CITY COUNCIL INFORMATION FORM

DATE SUBMITTED: August 20, 2025 **CONTRACT NO.**

SUBMITTED BY: Nathan Lea **DEPARTMENT: Public Works**

☐ Ordinance	☒ Resolution	☐ Presentation	☐ Public Hearing
☒ Contract	☐ Discussion	☐ Economic Dev.	☐ Other

ISSUE/REQUEST

Adopt a Resolution approving a contract in the amount of $240,000 annually with JCI Industries, LLC dba JCI Industries, Inc. for pump and motor maintenance and repair.

BACKGROUND/JUSTIFICATION

The City of Blue Springs Public Works Department relies on multiple pumps and motors throughout its water and sewer systems. These machines play a critical role in transporting water and wastewater across the City's utility infrastructure.

On August 5, 2025, the Public Works Department advertised on the City's website for a Pump & Motor Maintenance & Repair contractor, with a closing date of August 15, 2025. The Department received the following bids.

- DXPE, Inc. dba Alliance Pump
  - Shop Labor Rate: $140
  - Shop Overtime Labor Rate: $210 (1 ½x)
  - Shop Emergency Labor Rate: (4:00pm-12:00am) $210, (12:00am-7:00am) $280
  - Field Labor Rate: $150
  - Field Overtime Labor Rate: $225 (Saturday & Overtime) $300 (Sunday)
  - Field Emergency Labor Rate: 1 ½x (4:00pm -12:00am) 2x (12:00am-7:00am)
  - Annual Inflation Adjustment Increase: CPI or 3.3%
- JCI Industries, LLC dba JCI Industries, Inc.
  - Shop Labor Rate: $143
  - Shop Overtime Labor Rate: $200
  - Shop Emergency Labor Rate: $200
  - Field Labor Rate: $143
  - Field Overtime Labor Rate: $200
  - Field Emergency Labor Rate: $200
  - Annual Inflation Adjustment Increase: None

The Department would now like to award a contract in the amount of $240,000 annually to JCI Industries, LLC dba JCI Industries, Inc. as the lowest bidder for Pump & Motor Maintenance & Repair. This contract will allow JCI Industries, Inc. to complete routine maintenance to the Public Works Departments pump and motor equipment, as well as complete necessary upgrades and repairs on an as needed basis.

FINANCIAL IMPACT

Contractor:	JCI Industries, LLC dba JCI Industries, Inc
Amount of Request/ Contract:	$240,000 Annually
Amount Budgeted:	430-33020-530508 - $30,000 460-36020-530508 - $35,000 460-36030-530508 - $175,000
Budget Year:	FY25/26, FY26/27, FY27/28, FY28/29, FY29/30
Funding Source/Account #:	430-33020-530508 - $30,000 460-36020-530508 - $35,000 460-36030-530508 - $175,000 Upon approval of FY 2025-26 Budget
Account Balance:	430-33020-530508 - $30,000 460-36020-530508 - $35,000 460-36030-530508 - $175,000 Date: 9/11/2025

PROJECT TIMELINE

Estimated Start Date	**Estimated End Date**
October 7, 2025	September 30, 2030
Years and Months Contract in effect	**Number of times renewable**
5 Years	N/A

STAFF RECOMMENDATION

Staff recommends approval.

OTHER BOARDS & COMMISSIONS ASSIGNED

Name of Board or Commission:	N/A

ECONOMIC DEVELOPMENT PROJECT

N/A

LIST OF REFERENCE DOCUMENTS ATTACHED

1. Resolution with Contract attached as Exhibit A.

REVIEWED BY:

Requesting Director: ***Nathan Lea***	Budget: ***Lori Turner***
Legal: ***James Newell***	City Administrator: ***Christine Cates***

SUPPORTING DOCUMENTS:
(FOR CONTRACT ITEMS ONLY)

Document	Attached	If not attached, explain
Certificate of Insurance:	☒	
E-Verify Affidavits:	☒	
E-Verify proof of enrollment:	☒	
Bond:	☐	N/A
Anti-Discrimination Against Israel Act Certification (contract over $100,000)	☒	
Wage Order, by reference	☐	Wage Order Number: N/A
IRS Form W-9:	☒	
Bid/RFP/RFQ: (submit all)	☒	
Bid/RFP/RFQ Tabulation:	☒	
Bid Waiver: (less than three bids)	☒	
Contractor address and email:	☐	1161 SE Hamblen Road Lee's Summit, MO 64081 Mark.swendrowski@otcindustrial.com
Project Exemption Certificate needed:	☐	N/A
Other:	☐	N/A

A RESOLUTION APPROVING A CONTRACT IN THE AMOUNT OF $240,000 WITH JCI INDUSTRIES, INC. FOR PUMP AND MOTOR MAINTENANCE AND REPAIR

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

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

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

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

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

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

f. “On-site employees” are defined as laborers, workmen, drivers, equipment operators, and craftsmen employed by contractors and subcontractors to be directly engaged in construction at the site of the public works. "Directly engaged in construction" shall mean work performed in the actual erection of the structure or completion of the improvement constituting the public works. In addition, employees working at a nearby or adjacent facility used by the contractor or subcontractor for construction of the public works shall be deemed "on-site

employees." Persons engaged solely in the transportation of materials, fuel, or equipment to the site of the public works shall not be deemed to be "directly engaged in construction;" and

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

WHEREAS, the Public Works Department prepared specifications and secured quotations for Pump and Motor Maintenance and Repair; and

WHEREAS, the Department received two bids and now recommends that the City award a contract to JCI Industries, LLC dba JCI Industries, Inc., for work based on scope of services in the amount of $240,000.

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

Section 1. The City Administrator is hereby authorized to enter into a contract with JCI Industries, LLC dba JCI Industries, Inc. for Pump & Motor Repair & Maintenance in the amount of $240,000. A copy of the proposed Contract is attached hereto as Exhibit “A” and is incorporated herein.

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

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

PASSED by the City Council of the City of Blue Springs, Missouri, and approved by the Mayor of Blue Springs, this 6th day of October 2025.

CITY OF BLUE SPRINGS

ATTEST:

Chris Lievsay, Mayor

Erin Ford, City Clerk

EXHIBIT A

EFFECTIVE DATE: October 1, 2025	TERMINATION DATE: September 30, 2030	CONTRACT NUMBER:

CITY	CONTRACTOR
City of Blue Springs **903 West Main Street** **Blue Springs, MO 64015**	**JCI Industries, LLC dba JCI Industries, Inc** **1161 SE Hamblen Road** **Lee's Summit, MO 64081**
Department: Public Works	Attention: Mark Swendrowski
Phone: (816)-228-0195	Phone: 816-803-9607

PUBLIC WORKS CONTRACT

THIS CONTRACT, made and entered into this _____ day of _____ 2025, by the parties identified above.

WITNESSETH:

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

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

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

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

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

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

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

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

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

7. **Payment**.

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

b. **Total compensation not to exceed**. It is expressly understood that in no event will the total compensation and reimbursement to be paid to the Contractor under the terms of this Contract exceed the sum of **$240,000** unless agreed to by City and Contractor in writing.

8. **Termination of Contract.**

a. **Termination for breach.** Failure of the Contractor to fulfill Contractor's obligations under this Contract in a timely and satisfactory manner in accordance with the schedule and description of services set forth in ***Exhibit 1*** shall constitute a breach of this Contract, and the City shall thereupon have the right to immediately terminate this Contract. The City shall give written notice of termination to the Contractor by U.S. Postal Service Mail or by hand delivering a copy of the same to the Contractor; or may give notice by any combination of these methods. The date of termination shall be the date upon which notice of termination is hand delivered to Contractor or the third day following mailing of the notice of termination, whichever first occurs. In the event of termination for breach, all finished or unfinished deconstruction, reconstruction, new construction, repairs, materials, drawings, plans, specifications, and other documents as required of the Contractor under this Contract shall at the option of the City become its property, and the

Contractor shall be entitled to receive just and equitable compensation for any satisfactory work completed on such project; provided, that the Contractor shall not be relieved of liability to the City for damages sustained by the City by virtue of any such breach of this Contract by the Contractor. If this Contract is terminated, Contractor shall assist City in the orderly termination of services, including timely transfer of services to another designated contractor. Anticipatory profits and consequential damages shall not be recoverable by Contractor.

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

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

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

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

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

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

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

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

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

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

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

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

18. **Insurance.** Contractor agrees to maintain insurance as set forth below and provide to City certificates of coverage evidencing said coverage at the time of signing of this Contract and on each anniversary of such insurance coverage during the term of this Contract and any renewals, which certificates, if available and possible, contains a provision that the policy will not be cancelled unless and until thirty (30) days' notice of said cancellation has been given to the City, but, in any event, the Contractor, any time after the Contract has been signed, shall notify the City

of any impending cancellation, actual cancellation, termination or nonrenewal of the policy by faxing or delivering to the City a copy of the insurer's cancellation, termination or nonrenewal notice to Contractor within two (2) business days of Contractor's receipt of said notice. Contractor shall also advise the City in writing within two (2) business days of any oral or other advisement by the insurer of any impending cancellation, actual cancellation, termination or nonrenewal of the policy. (If the City gives written permission for some of the work under this Contract to be subcontracted or it is subcontracted, Contractor shall assure that the subcontractor has the insurance set forth below and that the City and Contractor are listed as an additional insured on all of subcontractor's policies):

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

23. **Site**. Contractor shall at all times, during the performance of the work, keep the project site clean and free from debris resulting from the work. Prior to discontinuing work in an area, Contractor shall clean the area and remove all rubbish and its construction equipment, tools, machinery, waste, and surplus materials.

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

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

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

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

c. The contractor to whom the Contract is awarded and any subcontractor under such contractor shall require all on-site employees to complete the above referenced ten-hour training

program or such employees must hold documentation of prior completion of the program. Said contractor and subcontractor(s) shall comply with Section 292.675, RSMo., in all respects as required in relation to work done pursuant to this contract.

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

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

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

26. **Enrollment in Work Authorization Program and Affidavit Concerning Employment of Unauthorized Aliens.** If this contract, awarded to a business entity, exceeds five thousand dollars, the business entity, and any subcontractors of the business entity, shall, by affidavit and provision of documentation, affirm its or their enrollment and participation in a federal work authorization program with respect to the employees working in connection with the contracted services. Every such business entity, and any subcontractors of the business entity, shall also affirm by the affidavit that it does not knowingly employ any person who is an unauthorized alien in connection with the contracted services. A subcontractor shall provide similar affidavit and documentation to the Contractor at the time the subcontractor is hired pursuant to Section 15 CSR 60-15.020. A federal work authorization program is any of the electronic verification of work authorization programs operated by the United States Department of Homeland Security or an equivalent federal work authorization program operated by the United States Department of Homeland Security to verify information of newly hired employees, under the Immigration Reform and Control Act of 1986 (IRCA), P.L.99-603. *A business entity is any person or group of persons performing or engaging in any activity, enterprise, profession, or occupation for gain, benefit, advantage, or livelihood. The term business entity shall include but not be limited to self-employed individuals (except it shall not include a self-employed individual with no employees), partnerships, corporations, contractors, and subcontractors*.

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

Work Authorization Affidavit

STATE OF TEXAS)
) ss.
COUNTY OF HARRIS)

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

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

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

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

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

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

1. My name is Matt Marthinson and I am currently the COO of JCI Industries LLC (hereinafter "Company"), whose business address is 1161 SE Hamblen Road, Lee's Summit, MO 64081, and I am authorized to make this Affidavit.

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

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

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

Matt Marthinson
Matt Marthinson (Aug 14, 2025 16:22:41 EDT)
Affiant / Contractor

Matt Marthinson, Chief Operating Officer
Printed Name

Subscribed and sworn to before me this 14th day of August 2025.

SEAL

JENNIFER ONTIVEROS
Notary ID #10358150
My Commission Expires
June 30, 2027

Jennifer Ontiveros
Notary Public Jennifer Ontiveros

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

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

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

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

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

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

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

JCI INDUSTRIES, LLC DBA JCI INDUSTRIES, INC.

By: Matt Marthinson
Matt Marthinson (Sep 22, 2025 14:01:39 EDT)

Name: Matt Marthinson

Title: Chief Operating Officer

September 22, 2025

Contractor, JCI Industries LLC signs subject to and modified by the attached Master Clarification dated 9/19/2025.

CITY OF BLUE SPRINGS, MISSOURI

Christine Cates, City Administrator

APPROVED AS TO FORM

James Newell, City Attorney

INDUSTRIAL TECHNOLOGIES

Master Clarifications/Supplement To
Specifications for Pump & Motor
Maintenance & Repair
Public Works Contract

City: City of Blue Springs, Missouri
Contractor: JCI Industries LLC

Agreement : Specifications & Public Works Contract
Proposal/Quote #: Contractor's Quote dated August 15, 2025 and all subsequent orders.

City and Contractor agree to modify City's Terms and Conditions related to the above-referenced Purchase Order/Agreement as follows, and any reference to Contractor being bound to an agreement other than City's Terms and Conditions is hereby deleted:

INDEMNITY/LIMITATION OF REMEDY AND LIABILITY/WARRANTY/INSURANCE:

Public Works Contract Section 19 Liability and Indemnity (b) shall be deleted and replaced with the following: The Contractor shall defend, indemnify, and hold the City and its elected or appointed officials, officers, and employees, harmless from and against all actual third party claims and alleged third party claims and all damages, including but not limited to losses, liabilities, costs, expenses and reasonable attorney fees arising out of personal injuries, including illness or death, and damage to, or destruction of, tangible personal property of a third party, to the extent caused by the Contractor or the Contractor's agents, employees, sub-contractors or by others for whom Contractor is liable to the extent arising out of or in any way connected with or resulting from, Contractor's negligent performance of, or failure to perform, this contract, reduced to the extent caused in part by any act or omission of City, its elected or appointed officials, officers, employees or agents. Contractor affirms that it has had the opportunity to recover the costs of the liability insurance required in this Contract in its Contract price. The Contractor shall defend the other party in accordance with and to the extent of the above indemnification, provided that the Contractor is: i) promptly notified by the other party, in writing, of any claims, demands or suits for such damages or injuries; ii) given all reasonable information and assistance by the other party; iii) given full control over any resulting negotiation, arbitration or litigation, including the right to choose counsel and settle claims, or the Contractor's obligations herein shall be deemed waived.

Public Works Contract Section 19 Liability and Indemnity (a) shall be deleted in its entirety and replaced with the following: NEITHER PARTY SHALL BE LIABLE FOR DAMAGES CAUSED BY DELAY IN PERFORMANCE AND THE REMEDIES OF THE PARTIES SET FORTH HEREIN ARE EXCLUSIVE. IN NO EVENT, REGARDLESS OF THE FORM OF THE CLAIM OR CAUSE OF ACTION (WHETHER BASED IN CONTRACT, INFRINGEMENT, NEGLIGENCE, STRICT LIABILITY, OTHER TORT OR OTHERWISE), SHALL A PARTY'S LIABILITY TO THE OTHER PARTY EXCEED THE PRICE PAID BY CITY FOR THE SPECIFIC GOODS, SERVICES OR PARTS PROVIDED BY CONTRACTOR GIVING RISE TO THE CLAIM OR CAUSE OF ACTION. THE PARTIES AGREE THAT NEITHER PARTY SHALL BE LIABLE FOR INCIDENTAL, CONSEQUENTIAL OR PUNITIVE DAMAGES. The term "consequential damages" shall include, but not be limited to, loss of anticipated profits, business interruption, loss of use, revenue, reputation and data, costs incurred, including without limitation, for capital, fuel, power and loss or damage to property or equipment.

Specifications Section 17 Warranty and Public Works Contract Section 30 Warranty shall be modified as follows: To the extent assignable, Contractor assigns to City any warranties that are made by manufacturers and suppliers and such warranty that is applicable to the Goods, Services, or Parts at the time of purchase is the only warranty applicable to the sale of Contractor's Goods, Services, and Parts and its terms, conditions and limitations are incorporated by reference herein, are the sole and exclusive warranties given by Contractor. **THE WARRANTIES SET FORTH HEREIN ARE THE SOLE AND EXCLUSIVE WARRANTIES GIVEN BY CONTRACTOR ARE IN LIEU OF AND EXCLUDE ALL OTHER WARRANTIES, EXPRESS OR IMPLIED.** If within aforementioned warranty period, City notifies Contractor thereof in writing of a non-conformity, Contractor shall, at its option, repair, correct or replace F.O.B. point of manufacture, or refund the purchase price for, that portion of the Services or equipment found by Contractor to be defective.

Specifications Insurance Requirements and Public Works Contract Section 18 Insurance shall be modified as follows: Any reference to "minimum" shall be deleted. Provisions regarding waiver of subrogation, additional insured status, or the primary nature of Contractor's insurance shall be limited to the extent of Contractor's negligent acts or omissions. Under no circumstance shall City have access to view or copy Contractor's insurance policy.

2. **PAYMENT TERMS, PRICE WARRANTIES AND RENEWAL.** Payment shall be Net Thirty (30) Days from the date of Contractor's invoice.

3. **OTHER COMMERCIAL REQUIREMENTS**

Public Works Contract Section 8 Termination of Contract (a) shall be modified as follows: Failure of the Contractor or City to fulfill the party's obligations under this Contract in a timely and satisfactory manner in accordance with the schedule and description of services set forth in Exhibit 1 shall constitute a breach of this Contract. The non-breaching party shall provide written notice of breach to the breaching party and provide the breaching party ten (10) days to cure the breach. In the event the breaching party fails to do so, the contract may be terminated with immediate effect as detailed in the notice of default. If the Contract is terminated pursuant to this provision, Contractor shall assist City in an orderly termination of services up to thirty (30) days at a time and material rate at the time of the request.

Public Works Contract Section 8 Termination for Convenience (b) shall be modified as follows: The City shall have the right at any time by not less than thirty (30) days written notice to Contractor to terminate and cancel this Contract without cause, for the convenience of the City and the Contractor shall

immediately stop work. If the Contract is terminated pursuant to this provision, Contractor shall assist City in an orderly termination of services up to thirty (30) days at a time and material rate at the time of the request.

Public Works Contract Section 10 Asignment shall be modified as follows: The Contractor shall not assign any interest in this Contract and shall not transfer any interest in the same (whether by assignment or novation) without the prior written consent of the City thereto, such consent shall not be unreasonably withheld, delayed, or conditioned.

Public Works Contract Section 22 Liquidated Damages shall be modified as follows: Should Contractor fail to complete the work within the time specified in this contract, and such delay is not the result of any acts or omission of the City, and such delay is not a result of a force majeure event, and such delay is not mutually approved between the parties, then Contractor shall be liable to the City in the amount of two hundred dollars ($200.00) per day for each and every calendar day that the Contract remains ncompleted after the time allowed for completion, as liquidated damages, and not as a penalty, it being stipulated that actual damages to the City and the public arising from Contractor's failure to timely complete the work would be difficult, if not impossible, to ascertain. The maximum amount of liquidated damages Contractor may incur as a result of a delay under this provision is no more than five percent (5%) of the value of the order delayed.

To the extent of any inconsistencies between the terms and conditions of this Clarification/Supplement to: form and the terms and conditions of any other Agreement, Purchase Order, Statement of Work or invoice between City and Contractor, the terms and conditions of this Clarification/Supplement to: form shall control and prevail.

CITY: City of Blue Springs, Missouri

Signature: _____Date:_____ Name/Title: _____

CONTRACTOR: JCI Industries LLC

Signature: Matt Marthinson (Sep 22, 2025 14:01:39 EDT) Date: 9/22/2025 Name/Title: Matt Marthinson, Chief Operating Officer

Exhibit 1 to Contract Scope of Work		
Name of Contractor	JCI Industries, LLC dba JCI Industries, Inc.	
Scope of Work (Job Description)	Service Contract, which provides for the maintenance, repair and/or replacement of a variety of pump and motor equipment installed in the infrastructure of the City of Blue Springs. This equipment includes pumps, electric motors, and various mechanical devices utilized in the water and wastewater industry including but not limited to the following brand names – Flygt, Huber, Smith & Loveless, ABS, Fairbanks, Aurora, General Electric, and Baldor. All Work shall be performed in accordance with Contractor's Quote dated August 15, 2025, attached hereto and incorporated herein as Attachment A.	
Start Date	October 1, 2025	
Interim Deadlines (if applicable)	**Date** **N/A**	**Phase of Project To Be Completed**
Final Completion Deadline	September 30, 2030	
Reimbursable Expenses	☒ None ☐ Travel, Lodging, Meals, Phone Calls, Copying, Postage	
Maximum Payment	$240,000	Maximum payment for services rendered
		Maximum amount of expenses to be reimbursed
	$240,000	Total maximum amount to be paid to Contractor
Method of Payment	☐ Lump sum of entire amount upon satisfactory completion of project ☐ Monthly payments based on rate of $ per hour ☒ Incremental payments as follows: Per Invoice ☐ % retainage held until completion of project.	

ATTACHMENT A

Request for Bid

The undersigned agrees to furnish all labor, tools, plant equipment, material, and necessary supervision required to construct, remove, install, and to complete the work as stipulated in the attached request for price quotes, for a unit cost of:

Shop Labor Rate: $143.00

Shop Overtime Labor Rate: $200.00

Sop Emergency Labor Rate: $200.00

Field Labor Rate: $143.00

Field Overtime Labor Rate: $200.00

Field Emergency Labor Rate: $200.00

Annual Inflation Adjustment Increase: None

Inventory (Attach)
Equipment Capabilities (Attach)

Company has been in business for 45 years.

UL Listed shop?
✓ Yes
_____ No

References: Must provide a minimum of five (5) references of current or previous contracts held with customer name, point of contact, telephone number, email address, and number of years company has retained contract.

The above unit cost pricing shall include all the costs of all labor, overhead, profit. Blue Springs, Missouri, and all other incidentals required to fulfill the attached requirements.

JCI Industries, LLC — 816-525-3320
Company Name — Phone Number

Mark Swendrowski
Company Representative

1161 SE Hamblen Road
Address

Lee's Summit, MO 64081
City, State, Zip

Mark.Swendrowski@otcindustrial.com
E-mail

Request for Bid

Company Name: Belton MO
Contact: Matthew Wilson, Chief Operator
Phone Number: 816-331-7789
Email: mwilson@belton.org
Contract: Yes
Years Held: 13

Company Name: Liberty MO
Contact: Wayne Sellers
Phone Number: 816-518-0274
Email: wsellers@libertymo.gov
Contract: Yes
Years Held: 3

Company Name: Little Blue Valley Sewer District
Contact: Shelli Botts
Phone Number: 816-656-0957
Email: botts@lbvsd.org
Contract: Yes
Years Held: 23

Company Name: Excelsior Springs MO
Contact: Steve Farris
Phone Number: 816-564-5768
Email: sfarris@excelsiorsprings.gov
Contract: No
Years Held:

Company Name: Lee's Summit MO
Contact: Mike Riley
Phone Number: 816-969-1963
Email: michael.riley@cityofls.net
Contract: Yes
Years Held: 20

Company Name: KCMO Parks & Recreation
Contact: Edward Shaw
Phone Number: 816-513-8529
Email: edward.shaw@kcmo.org
Contract: Yes
Years Held: 20

Company Name: Johnson County KS
Contact: Keith Sell
Phone Number: 913-715-8702
Email: keith.sell@jcw.org
Contract: Yes
Years Held: 16

Company Name: Lake Lotawana MO
Contact: Keith Herzberg
Phone Number: 816-578-4215
Email: kherzberg@lakelotawana.org
Contract: No
Years Held:

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Electrical Equipment Sales and Service

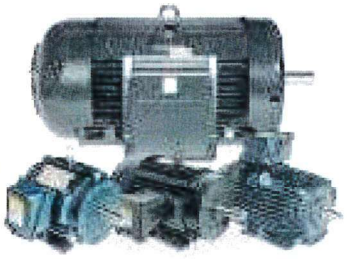
TOSHIBA

Midwest Regional Distribution Center

2000+ Motors and Drives in Stock

Electric Motors

- New Motors 1/4 - 25,000HP
- Low Voltage up to 600 Volt
  Medium Voltage up to 13,000 Volt
  Explosion Proof Motors
- Brake Motors
- Gear Motors
- Vertical Motors
- AC & DC Motors
- Custom Built Motors



Drives & Controls

- New VFD's 1/2-10,000HP
- Low Voltage Drives
- Medium Voltage Drives
- Factory Certified VFD
  Programming and Startup
- Full Voltage & Soft Starters
- Motor Control Centers
- Transformers
- Enclosures
- Switchgear
- Custom Control Cabinets



TOSHIBA · ABB · LEESON · WEG

SEW EURODRIVE · Nidec NIDEC MOTOR CORPORATION · US MOTORS · marathon™

TECO Westinghouse · YASKAWA · Danfoss · SIEMENS

MOTOR/ELECTRICAL REPAIR

- AC/DC Motor & Generator Repair
- Rewinds up to 10,000HP
- Vertical Pump Motors
- Gear & Brake Motors
- Explosion Proof Motors
- Slip Ring Motors
- Blower & Gearbox Repair Modification & Redesigns
- Full Voltage Testing to 13,800V
- PdMA Testing
- Vibration Analysis Dynamic Balancing
- 24-Hour Service Available Full Machine Shop
- EASA Member
- UL Authorized Repair

EASA
he Electro•Mechanical Authority

UL

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Electric Motor Repair

A/C D/C Motor Repair



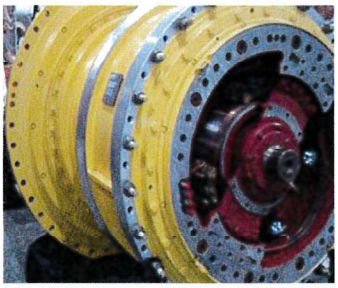
- AC rebuild, rewind and test to 10,000HP
- Test run capabilities to 7.2KV, thermal imaging and core loss testing
- Specialty motors: vertical (VSS, VHS), vibrator, wound rotor
- Mining - draglines, shovels, drills, loaders and support equipment
- DC rebuild, rewind, commutator repair

Synchronous Motors



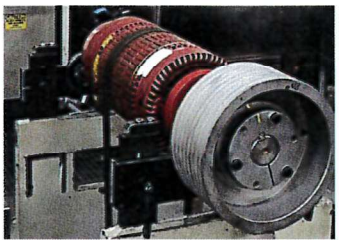
- Repair capabilities up to 7,200VAC, all speeds
- Rewinding on AC stator and DC rotor coils
- Bearing housing repair
- On-site removal and installation

Traction Equipment



- Motorized wheel rebuilding
- Traction motor rebuilding
- Motor rebuilding
- Wheel and truck repair
- Armature turn and undercut, balancing and re-banding
- Auxiliary equipment

Balancing



- 25,000LB dynamic balancer, 100" swing, 25' bed length
- Motor components, fans, rotating assemblies, etc.
- Dynamic balancing of all NC and DIC rotors
- Dynamic balancing of fans and blowers

Services

- Field Services
- Electrical Apparatus Repair
- Mechanical Repair
- Machining
- Predictive Maintenance
- Equipment Storage
- Custom Services
- Fabrication

Contact Us

OTC has several facilities across North America to best serve our customers. Contact your local sales representative to see how our quality motor repair services can help you.

OTC
INDUSTRIAL TECHNOLOGIES

Electric Motor Repair

Dynamometer

- Motor load testing up to 2,000HP
- Up to 3,600RPM
- 480, 2,300, 4,160 or 7,200VAC
- MotorTronics® soft start protection
- Test capabilities on the stand including: vibration and Baker Explorer testing



Vacuum Pressure Impregnation Tank (VPI)

- 10' diameter, class H system
- Polyester and epoxy resin
- Crane up to 85 tons



Motor Testing

- Voltages from 115VAC to 7,200VAC
- Test capability includes: Surge testing, PdMA testing, high potential testing, polarization index testing, Baker Explorer testing, dynamometer testing up to 2,000HP



Quality Control

- SKF certified rebuilder
- EASA accredited facilities
- UL certified facilities
- NBIC - National Board Inspection Code
- AAR-QA - Association of American Railroads Quality Assurance
- MSHA Certified and Certified MSHA Trainers



Shop Equipment

- CSI 2130 vibration analyzer and data collector
- 94" x 94" x 86" controlled burn out oven
- 120" x 112" x 112" bake oven
- 36,000LB capacity forklift
- Rotalign® alignment equipment
- Core loss testers
- 2,000HP motor test stand and dynamometer



Services

- Field Services
- Electrical Apparatus Repair
- Mechanical Repair
- Machining
- Predictive Maintenance
- Equipment Storage
- Custom Services
- Fabrication

Contact Us

OTC has several facilities across North America to best serve our customers. Contact your local sales representative to see how our quality motor repair services can help you.

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Electrical Solutions

OTC provides comprehensive electrical equipment and motors to keep your operations running efficiently. From repair and rebuilds to advanced controls and condition monitoring for predictive maintenance, our expert team is committed to delivering quality, reliable solutions.

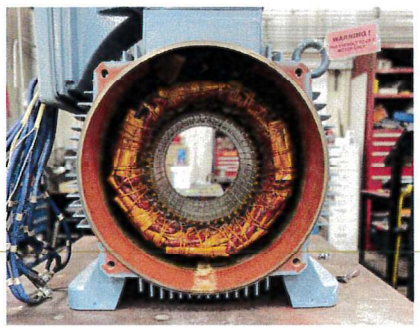
Motor Repair & Recondition Services

- Motor Range: A/C and D/C Motor rewind and Test to 10,000 HP & Synchronous Motor repair to 7,200VAC
- Rewind or Recondition: Extending motor life with precision-engineered rewind and rebuilding
- VPI (Vacuum Pressure Impregnation) Tank: up to 10' diameter for superior insulation treatment
- Motor Baking and Insulation: Ensuring durability and thermal resistance
- Dynamic Balancing and Testing: Precision balancing for peak performance











Controls Integration and Variable Frequency Drives

- Custom Control Panel Design & Build
- VFD Programming & Installation for energy efficiency and performance
- Retrofit & Modernization Services to upgrade legacy systems



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Electrical Solutions

Why Partner with Us?

OTC has an expert team with decades of experience in electrical sales and repairs. With our state-of-the-art facilities, we are equipped to handle motors of all sizes and complexities and can tailor our quality comprehensive repair to meet the customers needs. Whatever your industry, OTC has a solution.





Stocking and Distribution Centers

- Strategically located warehouses with climate control capabilities for quick turnaround and availability
- Large Inventory of Motors and Parts: Toshiba, Teco Westinghouse, ABB/Baldor, Siemens, Nidec, US Motors, WEG and more
- Urgent shipping available

Flagship Locations
(Full Motor Shop & Stocking)

Motor Repair Shops
(Stocking)

Stocking Only







Condition Monitoring and Predictive Maintenance

- Remote Condition Monitoring for predictive maintenance (Meg-Alert, vibration, current, temperature, pressure, oil quality and more)
- Cloud-based Report & Alerts for real-time decision making with failure analysis
- Wireless and Bluetooth enabled sensors for seamless integration and customization
- Improved system uptime and operation efficiency

Ask Us About Our Extended Warranty Program

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OTC INDUSTRIAL TECHNOLOGIES

Mechanical Seal Alliance Program

Enhance reliability of mechanical seals by partnering with OTC

Benefits of OTC's Alliance Program



What is the Alliance Program?

The Alliance Program is an agreement between OTC and our valued customer to lower the total cost of ownership through reliability improvement. We will work with your team to create a long term performance-oriented relationship.

Pump dependability will improve with the increased maintenance schedule, inspection, and monitoring of the mechanical seals.

Our goal is create an atmosphere of mutual trust while ensuring maximum performance of your equipment while reducing maintenance and overhead costs due to downtime.





Equipment Performance

Through the Alliance Program, OTC is continuously striving to increase efficiency and reliability. Improved pump reliability directly results in enhanced plant availability and reduced downtime cost. The inevitable impact is lower maintenance costs and higher productivity.

Strategic Sourcing

Strategic sourcing programs in the Alliance Program identifies the most cost-effective and simplified process for procurement. OTC focuses on long-term value while keeping in mind price, quality and reliability.

Inventory Management

As part of the Alliance Program, OTC aims to minimize parts inventory and inventory-related costs, optimizing stock levels, improving asset utilization and reducing maintenance.

Technical Support

Our experienced group of service and repair technicians are unmatched when it comes to lowering maintenance-related life cycle costs. OTC's on-site training within the Alliance Program will:

- Improve plant and personnel safety
- Increase pump reliability
- Improve technical skills of operations and repair staff

Energy Optimization

Pump energy consumption is significant, often accounting to up to 50%of electrical energy use. When equipment deteriorates, pump efficiency declines and increases operating costs. In the Alliance Program, OTC's audits review all aspects of the pumping system for savings opportunities.

Safety, Health, Environment

As a partner, a customer can reduce the costs incurred to maintain a safe workplace, protect employee health and minimize environmental impact with equipment reliability assessment and training.

Contact your OTC sales representative for more information on our Mechanical Seal Alliance Programs!

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INDUSTRIAL TECHNOLOGIES

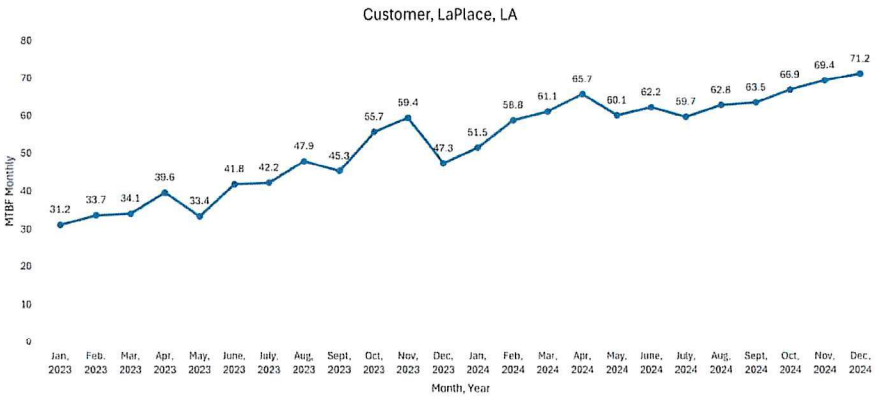
Mechanical Seal Alliance Program

We Monitor Seal Failures, You Save Money

The most common cause of pump repair in centrifugal pumps are due to seal failures. No facility can afford to have their pump performance compromised. OTC has created an **Alliance Program** to partner with our valued customers to ensure operating efficiency and increase overall run time.

Increase your MTBF

Our experienced team have the tools and resources to provide an increased level of maintenance, technical support and continuous monitoring to lower maintenance-related downtime.



Why OTC?

OTC is one of the largest industrial distributors and service providers in the United States. We deliver manufacturing expertise from air to power machinery, automation processes & components, engineered finishing solutions, and pumps that can move any fluid type.

With over 40 authorized service locations throughout North America , OTC Industrial Technologies specializes in quality comprehensive repair, service, inspection, installation and maintenance to keep you running. Whatever your industry, OTC has a solution.







Condition Monitoring and Predictive Maintenance

- Remote Condition Monitoring for predictive maintenance (Meg-Alert, vibration, current, temperature, pressure, oil quality and more)
- Cloud based Report & Alerts for real time decision making with failure analysis
- Wireless and Bluetooth enabled sensors for seamless integration and customization
- Improved system uptime and operation efficiency

Contact your OTC sales representative for more information on our Mechanical Seal Alliance Programs!

OTC INDUSTRIAL TECHNOLOGIES

Mechanical Seal Repair

Reliable Mechanical Seal Repair Services

Mechanical seal repair specialists offer seal application design & recommendation, seal failure analysis and complete seal repair and installation for numerous industries, including:



- Chemical, Power
- Mining
- Oil and Gas
- Pharmaceutical
- Pipeline Seals
- Food processing
- Slurry Seal Market
- Water and Wastewater Treatment

Extend the Life of Your Equipment with Expert Solutions

- **Fast Turnaround:** Minimize downtime with our quick and efficient repair services
- **Comprehensive Services:** We handle all types of mechanical seal repairs, including single, double, and cartridge seals
- **Cost-Effective Solutions:** Repairing seals can save up to 70% compared to replacement
- **High-Quality Standards:** All repairs are tested and meet industry standards for performance and reliability

Inspection & Diagnosis

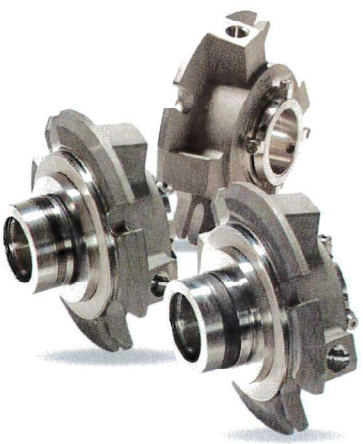
Our experts can evaluate the condition of your seal to identify root causes of failure and make recommendations to eliminate future failures. Our certified technicians have extensive expertise dedicated to seal repair.

Rigorous Testing

Every repaired seal undergoes the same stringent testing as new seals.

Types of Mechanical Seals

- Standard Cartridge Seals
- Engineered Seals
- Mixer Seals
- Slurry Seals





OTC
INDUSTRIAL TECHNOLOGIES

Mechanical Seal Repair

ANSI/API Seals • Specialty Seals • Seal Support Systems
Mechanical Seal Repair Services

OTC specializes in mechanical seal repair services for all major brands. With multiple service centers in North America, we are your trusted and convenient one-stop solution for repairing all types of mechanical seals.

OTC is dedicated to repairing mechanical seals of any style, regardless of the manufacturer. Leveraging our extensive experience, we deliver comprehensive evaluations, analyses, and troubleshooting of seal failures, focusing on reliable, long-term solutions, increasing MTBF, lowering your total cost of ownership. Our repair facilities are equipped with skilled product support teams, advanced diagnostic tools, and state-of-the-art machining capabilities.

With OTC, you can expect:

- All wearing items (springs, gaskets, carbon seal faces and fasteners) will be replaced
- All hardware (bellows and hard seal faces) will be inspected to new part tolerances and replaced if necessary
- Material verification of each major metal component
- Skilled Application Engineers
- Complete seal condition examination and failure analysis available
- Reverse Engineering and Engineering review
- Use of highest quality materials (standard and exotic metallurgies)
- All types of elastomers and common seal face materials
- Documentation and certification
- Replacement part manufactured and inspected to the same quality as new equipment
- Final quality inspection and testing







Contact your OTC representative for more information on our mechanical seal repair and partnerships!

City Blue Springs JCI Industries Contract final 2025-9-22 egs

Final Audit Report 2025-09-22

Created:	2025-09-22
By:	Edward Seigerst (gary.seigerst@otcindustrial.com)
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"City Blue Springs JCI Industries Contract final 2025-9-22 egs" History

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Adobe Acrobat Sign

CITY OF BLUE SPRINGS
CITY COUNCIL INFORMATION FORM

DATE SUBMITTED: August 18, 2025

SUBMITTED BY: Dennis Dovel **DEPARTMENT: Public Works**

☐ Ordinance	☒ Resolution	☐ Presentation	☐ Public Hearing
☒ Contract	☐ Discussion	☐ Economic Dev.	☐ Other

ISSUE/REQUEST

Adopt a Resolution approving a contract in the amount of $3,765,006.00 with HDR Engineering, Inc., for design services for the renovation and expansion of the Sni-A-Bar Wastewater Treatment Facility. This is approved as CIP Project SNI-06

BACKGROUND/JUSTIFICATION

The City of Blue Springs owns and operates the Sni-A-Bar Wastewater Treatment Facility (WWTF) located in the City of Grain Valley, which serves both communities. The WWTF has a design average daily flow (ADF) rating of 10 million gallons per day (MGD) and the ability to accept a peak daily flow (PDF) of up to 36 MGD from the pump station.

An extensive improvements project that upgraded the WWTF capacity was constructed and placed into service in 2013. To address a number of various needs at the WWTF as well as upcoming regulatory drivers, the City intends to engage HDR Engineering, Inc. for additional improvements.

The improvements to be made at the WWTF will consist of the following categories:

1) Regulatory Drivers: During the past 15 years, the City has engaged with the Missouri Department of Natural Resources (MDNR) to investigate water quality conditions in Sni-A-Bar Creek and identify discharge limits which protect the stream and can be achieved by the WWTF. Current limits are based on the results of a 2009 stream study. The study was approved by both MDNR and the Environmental Protection Agency (EPA). As part of the approval process, the EPA required that the City provide additional information to affirm conclusions of the 2009 study. Those data and analyses are currently being reviewed by the EPA. If the EPA disagrees with the analyses, they could require MDNR to apply more stringent discharge limits to the facility in the next permit. The EPA is expected to provide their decision in the latter portion of 2022. In addition, there are several potential state and federal regulatory initiatives that create uncertainty and could impact future permitting requirements.

2) Facility Upgrades: The City has experienced significant growth since completion of the prior improvements project in 2013. ADF's for the WWTF according to plant staff are approximately 5 MGD which is the transition point between having to operate the older lower treatment train in conjunction with the newer and more efficient upper treatment train. In addition, upgrades to the new treatment train in operation need to be made with more efficient equipment with newer technologies.

Staff developed an RFQ and distributed it through the City's website as well a plan rooms for distribution. The RFQ was open for submittals for three weeks with only HDR Engineering, Inc. submitting qualifications. After reviewing the submittal with Cochran Engineering, it is recommended to move forward with HDR Engineering, Inc. for design work in order to ensure compliance is met by the end of 2030. The estimated cost for all work associated with the design and construction of the required improvements is $60.4 million.

Staff met with HDR Engineering, Inc. to negotiate a fee for the scope of work. The proposed scope of work fee from HDR Engineering, Inc. is $3,765,006 which is less than the estimated cost carried in the $60.4 million total cost estimate. Staff recommends entering into a contract with HDR Engineering, Inc. for design services in the amount of $3,765,006.00.

FINANCIAL IMPACT

Contractor:	HDR Engineering, Inc.
Amount of Request/ Contract:	$3,765,006
Amount Budgeted:	$1,000,000
Budget Year:	FY 2025-26
Funding Source/Account #:	460-75000-543300 SNI-06
Account Balance:	$1,000,000 Date: 9/23/2025
Additional Funds Needed:	$2,765,006
Funding Source/Account #:	FY 2024-25 $4,000,000 is budgeted and available. Will need to encumber funds and roll over to FY 2025-26

PROJECT TIMELINE

Estimated Start Date	Estimated End Date
October 10, 2025	November 10, 2031
Years and Months Contract in effect	**Number of times renewable**
6 years, 1 months	0

STAFF RECOMMENDATION

Staff recommends approval.

OTHER BOARDS & COMMISSIONS ASSIGNED

Name of Board or Commission:	N/A

ECONOMIC DEVELOPMENT PROJECT

N/A

LIST OF REFERENCE DOCUMENTS ATTACHED

1. Resolution with Contract attached as Exhibit A.

REVIEWED BY:

Requesting Director: ***Dennis Dovel***	Budget: ***Lori Turner***
Legal: ***James Newell***	City Administrator: ***Christine Cates***

SUPPORTING DOCUMENTS:
(FOR CONTRACT ITEMS ONLY)

Document	Attached	If not attached, explain
Secretary of State:	☒	
Certificate of Insurance:	☒	
E-Verify Affidavits:	☒	
E-Verify proof of enrollment:	☒	
Bond:	☐	
Anti-Discrimination Against Israel Act Certification (contract over $100,000)	☒	
Wage Order, by reference	☐	Wage Order Number:
IRS Form W-9:	☒	
Bid/RFP/RFQ: (submit all)	☒	
Bid/RFP/RFQ Tabulation:	☐	
Bid Waiver: (less than three bids)	☒	
Contractor address and email:	☒	
Project Exemption Certificate needed:	☐	
Other:	☐	

Resolution No. 79-2025

A RESOLUTION APPROVING A CONTRACT WITH HDR ENGINEERING, INC. FOR DESIGN AND CONSTRUCTION SERVICES RELATED TO THE IMPROVEMENT AND EXPANSION OF THE SNI-A-BAR WASTEWATER TREATMENT FACILITY

WHEREAS, the City of Blue Springs owns and operates the Sni-A-Bar Wastewater Treatment Facility (WWTF) located in the City of Grain Valley, which serves both communities; and

WHEREAS, the WWTF has a design average daily flow rating of 10 million gallons per day (MGD) and the ability to accept a peak daily flow of up to 36 MGD from the pump station and requires addition improvements to meet Environmental Protection Agency (EPA) discharge regulations; and

WHEREAS, these extensive improvements to the WWTF are required to be made and in-service prior to December 2031; and

WHEREAS, to address a number of various improvements required at the WWTF the City intends to engage HDR Engineering, Inc. for design and construction services for $3,765,006.00.

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

Section 1. The City Administrator is hereby authorized to enter into a contract with HDR Engineering, Inc. 1917 S. 67th Street, Omaha, NE 68106-2973 for design and construction services for the Sni-A-Bar Wastewater Treatment Facility in the amount of $3,765,006.00. A copy of the proposed Contract is attached hereto as Exhibit “A” and is incorporated herein.

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

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

PASSED by the City Council of the City of Blue Springs, Missouri, and approved by the Mayor of Blue Springs, this 6th day of October 2025.

CITY OF BLUE SPRINGS

_____
Chris Lievsay, Mayor

ATTEST:

_____
Erin Ford, City Clerk

EXHIBIT A

EFFECTIVE DATE: October 10, 2025	TERMINATION DATE: November 10, 2031	CONTRACT NUMBER:

CITY	CONSULTANT
City of Blue Springs **903 West Main Street** **Blue Springs, MO 64015**	**HDR Engineering, Inc.** **1917 S. 67th Street** **Omaha, NE 68106-2973**
Department: Pulic Works	Attention: Matthew Say
Phone: 816-228-0265	Phone: 816-347-1385

CONTRACT FOR PROFESSIONAL SERVICES

THIS CONTRACT, made and entered into this _____day of _____ 2025, by the parties identified above.

WITNESSETH:

WHEREAS, the City of Blue Springs desires to engage the Consultant to perform certain professional and technical professional services and which may include materials and equipment associated with the services, as hereafter described in ***Exhibit 1***; and

WHEREAS, the Consultant shall provide said services under the terms, rates, and conditions specified in ***Exhibit*** **1** as needed and upon request by the City; and

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

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

1. **Services**. The City agrees to engage the services of the Consultant and the Consultant agrees to perform the services at the rates hereinafter set forth as described in ***Exhibit 1,*** and as needed upon request by the City.

2. **Standard of Care**.

a. Consultant shall exercise the same degree of care, skill, and diligence in performance of all Services to the City that is ordinarily possessed and exercised by reasonable, prudent, and experienced professionals under similar circumstances.

b. Consultant represents it has all necessary licenses, permits, knowledge, and certifications required to perform the Services described herein.

3. **Addition to Services**. The City may add to the Consultant services or delete therefrom activities of a similar nature to those set forth in ***Exhibit 1***, provided that the total cost of such work does not exceed the total cost allowance as specified in Paragraph 7 hereof. The Consultant

shall undertake such changed activities only upon the direction of the City. All such directives and changes shall be in written form and prepared and approved by the office of the City Administrator or the Department Head for the City as related to this Contract, or his designee, with approval of the City Council if required, and shall be accepted and countersigned by the Consultant. To the extent any conflict exists between the terms of this Contract and any Consultant terms attached hereto or otherwise incorporated, the terms of this Contract control and supersede.

4. **Exchange of Data and Ownership of Work Product**.

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

b. Consultant agrees that any documents, materials and work products produced in whole or in part through it under this Contract, and any intellectual property rights of consultant therein (collectively the "Works") are to be owned by the City. Accordingly, Consultant hereby assigns to the City all of its right, title, and interest in and to such Works.

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

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

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

7. **Costs not to Exceed**. The City of Blue Springs is limited by law with respect to the amount of money it can pay. Therefore, the City has established a fixed sum for this Contract which cannot be exceeded unless this Contract is amended. The Consultant providing services hereunder shall be required to keep track of hours billable under this Contract at all times; and any work in excess of the fixed sum shall not be eligible for payment. The Consultant shall notify the City if Consultant anticipates that the Contract amount may be exceeded, in order to determine whether or not the City is prepared to increase the total compensation. The Consultant shall establish a billing system showing the amount of money remaining on the Contract which shall be shown in each monthly billing.

8. **Media Announcements**. Consultant shall not be authorized to make statements to the media or otherwise on behalf of the City without express direction and consent of the City.

9. **Payment.**

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

b. Total compensation not to exceed. It is expressly understood that in no event will the total compensation and reimbursement to be paid to the Consultant monthly under the terms of this Contract exceed the sum of $3,765,006.00 unless agreed to by the City and Consultant in writing. The Owner shall make payment to the Engineer in accordance with section 8.960 RSMo.

10. **Termination of Contract.**

a. **Termination for breach.** Failure of the Contractor to fulfill Contractor's obligations under this Contract in a timely and satisfactory manner in accordance with the schedule and description of services set forth in ***Exhibit 1*** shall constitute a breach of the contract, and the City shall thereupon have the right to immediately terminate the contract. The City shall give written notice of termination to the Contractor by U.S. Postal Service Mail or by hand delivering a copy of the same to the Contractor; or may give notice by any combination of these methods. The date of termination shall be the date upon which notice of termination is hand delivered to Consultant or the third day following mailing of the notice of termination, whichever first occurs. In the event of termination for breach, all finished or unfinished deconstruction, reconstruction, new construction, repairs, materials, drawings, plans, specifications, and other documents as required of the Contractor under this Contract shall at the option of the City become its property, and the Contractor shall be entitled to receive just and equitable compensation for any satisfactory work completed on such project; provided, that the Contractor shall not be relieved of liability to the City for damages sustained by the City by virtue of any such breach of the Contract by the Contractor.

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

c. **Enforcement**. In the event of litigation by the City against the Consultant to enforcement the terms of this Contract or to remedy a breach of the terms of this Contract (either

in law or in equity), the City shall be entitled to recover from the Consultant its reasonable attorney fees, costs, and expenses arising from such litigation if the City is a prevailing party.

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

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

13. **Confidentiality of Documents**. Any reports, data, design, or similar information given to or prepared or assembled by the Consultant under this Contract which the City requests to be kept as confidential shall not be made available to any individual or organization by the Consultant without prior written approval of the City.

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

15. **Occupational License**. The Consultant shall obtain and maintain an occupational license with the City of Blue Springs, Missouri, if required by city code and any required state or federal license. The cost for this occupational license shall be borne by the Consultant. No contract will be executed by the City until this occupational license has been obtained.

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

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

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

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

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

19. **Work Authorization Program.** If this Contract awarded to a business entity is in excess of five thousand dollars ($5,000), the business entity, and any subcontractors of the business entity, shall, by sworn affidavit and provision of documentation, affirm it's or their enrollment and participation in a federal work authorization program with respect to the employees working in connection with the contracted services. Every such business entity, and any subcontractors of the business entity, shall also affirm by the affidavit that it does not knowingly employ any person who is an unauthorized alien in connection with the contracted services. A subcontractor shall provide similar affidavit and documentation to the Consultant at the time the subcontractor is hired pursuant to Section 15 CSR 60-15.020. A federal work authorization program is any of the electronic verification of work authorization programs operated by the United States Department of Homeland Security or an equivalent federal work authorization program operated by the United States Department of Homeland Security to verify information of newly hired employees, under the Immigration Reform and Control Act of 1986 (IRCA), P.L.99-603. A business entity is any person or group of persons performing or engaging in any activity, enterprise, profession, or occupation for gain, benefit, advantage, or livelihood. The term business entity shall include but not be limited to self-employed individuals (except it shall not include a self-employed individual with no employees), partnerships, corporations, contractors, and subcontractors.

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

Work Authorization Affidavit

STATE OF MISSOURI)
) ss.
COUNTY OF Jackson)

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

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

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

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

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

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

1. My name is Patrick Young and I am currently the Sr Vice President of HDR Engineering Inc (hereinafter "Company"), whose business address is 10450 Holmes Rd, Ste 600 Kansas City, MO 64131, and I am authorized to make this Affidavit.

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

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

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

Affiant / Contractor

Patrick Young
Printed Name

Subscribed and sworn to before me this 24 day of September, 2025.

SEAL

RACHELLE RENEE HARTWICH
Notary Public-Notary Seal
STATE OF MISSOURI
Jackson County
My Commission Expires Aug. 12, 2029
Commission #25093865

Rachelle Renee Hartwich
Notary Public

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

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

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

a. Comprehensive General Liability: Minimum limit of $3,000,000 combined single limit for bodily injury and property damage per occurrence with City named as an additional insured on the policy.

b. Comprehensive Automobile Liability: $2,000,000 combined single limit.

c. Workers' Compensation: Statutory requirements.

d. Professional Liability Insurance: Consultant agrees to maintain professional liability insurance in the amount of $2,000,000 per claim and in the aggregate during the term of this Contract.

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

23. **Liability and Indemnity**.

a. In no event shall either Party be liable to the other Party for special, indirect, or consequential damages, except those caused by the Party's gross negligence or willful or wanton misconduct arising out of or in any way connected with a breach of this contract. The maximum liability of the City under this Contract shall be limited to the amount of money to be paid or received by the City under this contract.

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

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

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

e. Consultant's obligation to indemnify and hold harmless shall remain in effect and shall be binding on Consultant whether such injury shall accrue, or may be discovered, before or after termination of this contract.

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

24. **Anti-Discrimination Against Israel Act.** If this Contract is over $100,000.00, pursuant to Section 34.600, RSMo, Consultant agrees to comply with Missouri law regarding the Anti-Discrimination Against Israel Act, and execution of this Contract constitutes Consultant's certification of compliance with the Anti- Discrimination Against Israel Act, including that it is not currently engaged in, and shall not, for the duration of the contract, engage in a boycott of goods or services from the State of Israel; companies doing business in, or with, Israel companies authorized by, licensed by, or organized under, the laws of the State of Israel; or persons or entities doing business in the State of Israel. This section shall not apply to contracts with a total potential value of less than one hundred thousand dollars or to contractors with fewer than ten employees.

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

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

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

28. **Notices**. All notices, requests, consents, claims, demands, waivers, and other communications hereunder shall be in writing and shall be deemed to have been given (a) when delivered by hand (with written confirmation of receipt); (b) when received by the addressee if sent by a nationally recognized overnight courier (receipt requested); (c) on the date sent by facsimile or e-mail of a PDF document (with confirmation of transmission) if sent during normal business hours of the recipient, and on the next Business Day if sent after normal business hours of the recipient; or (d) on the third day after the date mailed, by certified or registered mail (in each case, return receipt requested, postage pre-paid). Such communications must be sent to the respective parties at the following addresses (or at such other address for a party as shall be specified in a notice given in accordance with this Section):

To City:
City of Blue Springs
Attn: Dennis Dovel
903 W. Main Street
Blue Springs, MO 64015
816-228-0265
ddovel@bluespringsgov.com

To Consultant:
HDR Engineering, Inc.
1917 S. 67th Street
Omaha, NE 68106-2973

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

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

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

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

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

33. **Entire Contract**. This Contract contains the entire contract of the parties. No modification, amendment, or waiver of any of the provisions of this Contract shall be effective unless in writing specifically referring hereto and signed by both parties. This Contract supersedes all other agreements and conditions, including, but not limited to the Exhibits attached to this Contract, the Sample Short Form Owner Engineer Agreement, and the Scope and Fee document.

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

HDR Engineering, Inc.

By: _____
Name: Patrick Young
Title: Sr Vice President

CITY OF BLUE SPRINGS, MISSOURI

_____
Christine Cates, City Administrator

APPROVED AS TO FORM

_____
James Newell, City Attorney

Exhibit 1 to Contract Scope of Work		
Name of Contractor	HDR Engineering, Inc.	
Scope of Work (Job Description)	Provide design and construction documents for the improvements required to meet EPA and MDNR requirements and improvements to meet the demand with the growth of Blue Springs and Grain Valley customers. Attachment A provides a detailed scope of services. Design and Bid Services are anticipated to be completed within a period of 25 months (761 days) from the Notice to Proceed. The scope and fee for Construction Phase Engineering Services will be added with a future amendment which is anticipated for Late 2026 to coincide with the award of the construction project to the successful General Contractor/Bidder. It is anticipated that construction will be completed within a period of 36 months (1,095 days) from the Notice to Proceed, and engineering services for a 12-month (365 days) correction period following completion of construction will be provided. All work shall be performed in accordance with Consultant's Scope of Service dated July 29, 2025 attached hereto and incorporated herein as Attachment A.	
Start Date	October 10, 2025	
Interim Deadlines (if applicable)	**Date**	**Phase of Project To Be Completed**
Final Completion Deadline	November 10, 2031	
Reimbursable Expenses	☐ Travel, Lodging, Meals, Phone Calls, Copying, Postage	
Maximum Payment	$3,758,506.00	Maximum payment for services rendered
	$6,500.00	Maximum amount of expenses to be reimbursed
	$3,765,006.00	Total maximum amount to be paid to Contractor

Method of Payment	☐ Lump sum of entire amount upon satisfactory completion of project ☐ Monthly payments based on rate of $ per hour ☒ Incremental payments as follows: Monthly as billed based on percentage of work completed. In accordance with section 8.960. RSMo. ☐ % retainage held until completion of project.

SHORT FORM AGREEMENT BETWEEN OWNER AND HDR ENGINEERING, INC. FOR PROFESSIONAL SERVICES AGREEMENT NUMBER _____

THIS AGREEMENT is made as of this _____ day of _____, 20___, between City of Blue Springs, MO ("OWNER") a Missouri corporation, with principal offices at 903 W. Main Street, Blue Springs, MO, and HDR ENGINEERING, INC., ("ENGINEER" or "CONSULTANT") for services in connection with the project known as (fill in name of the Project with a brief description) ("Project");

WHEREAS, OWNER desires to engage ENGINEER to provide professional engineering, consulting and related services ("Services") in connection with the Project; and

WHEREAS, ENGINEER desires to render these Services as described in SECTION I, Scope of Services.

NOW, THEREFORE, OWNER and ENGINEER in consideration of the mutual covenants contained herein, agree as follows:

SECTION I. SCOPE OF SERVICES

ENGINEER will provide Services for the Project, which consist of the Scope of Services as outlined on the attached Exhibit A.

SECTION II. TERMS AND CONDITIONS OF ENGINEERING SERVICES

The HDR Engineering, Inc. Terms and Conditions, which are attached hereto in Exhibit B, are incorporated into this Agreement by this reference as if fully set forth herein.

SECTION III. RESPONSIBILITIES OF OWNER

The OWNER shall provide the information set forth in paragraph 6 of the attached "HDR Engineering, Inc. Terms and Conditions for Professional Services."

SECTION IV. COMPENSATION

- Compensation for ENGINEER'S services under this Agreement shall be on the basis of Time and Materials with a not-to-exceed amount of Three Million Seven Hundred Sixty-Five Thousand Six Dollars and Zero Cents ($3,765,006.00) Time and Materials shall mean actual labor hours at the rates included in Exhibit C, to be paid as total compensation for each hour an employee works on the project, plus Reimbursable Expenses. Hourly Rates will be updated annually each January with no change to the not-to-exceed amount provided the Scope of Services does not change.

SECTION V. PERIOD OF SERVICE

Upon receipt of written authorization to proceed, ENGINEER shall perform the services within the time period(s) described in Exhibit A.

Unless otherwise stated in this Agreement, the rates of compensation for ENGINEER'S services have been agreed to in anticipation of the orderly and continuous progress of the project through completion. If any specified dates for the completion of ENGINEER'S services are exceeded through no fault of the ENGINEER, the time for performance of those services shall be automatically extended for a period which may be reasonably required for their completion and all rates, measures and amounts of ENGINEER'S compensation shall be equitably adjusted.

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

"OWNER"

BY: _____

NAME: _____

TITLE: _____

ADDRESS: _____

_____

HDR ENGINEERING, INC.
"ENGINEER"

BY: _____

NAME: Patrick Young

TITLE: Sr. Vice President

ADDRESS: 10450 Holme Rd, Ste 600
Kansas City MO 64131

EXHIBIT A

SCOPE OF SERVICES

EXHIBIT B

TERMS AND CONDITIONS

1. STANDARD OF PERFORMANCE

The standard of care for all professional engineering, consulting and related services performed or furnished by ENGINEER and its employees under this Agreement will be the care and skill ordinarily used by members of ENGINEER's profession practicing under the same or similar circumstances at the same time and in the same locality. ENGINEER makes no warranties, express or implied, under this Agreement or otherwise, in connection with ENGINEER's services.

2. OPINIONS OF PROBABLE COST

Any opinions of probable project cost or probable construction cost provided by ENGINEER are made on the basis of information available to ENGINEER and on the basis of ENGINEER's experience and qualifications, and represents its judgment as an experienced and qualified professional engineer. However, since ENGINEER has no control over the cost of labor, materials, equipment or services furnished by others, or over the contractor(s') methods of determining prices, or over competitive bidding or market conditions, ENGINEER does not guarantee that proposals, bids or actual project or construction cost will not vary from opinions of probable cost ENGINEER prepares.

3. CONSTRUCTION PROCEDURES

ENGINEER's observation or monitoring portions of the work performed under construction contracts shall not relieve the contractor from its responsibility for performing work in accordance with applicable contract documents. ENGINEER shall not control or have charge of, and shall not be responsible for, construction means, methods, techniques, sequences, procedures of construction, health or safety programs or precautions connected with the work and shall not manage, supervise, control or have charge of construction. ENGINEER shall not be responsible for the acts or omissions of the contractor or other parties on the project. ENGINEER shall be entitled to review all construction contract documents and to require that no provisions extend the duties or liabilities of ENGINEER beyond those set forth in this Agreement. OWNER may include ENGINEER as an indemnified party in OWNER's construction contracts for the work, which may protect ENGINEER to the same degree as OWNER. Further,ENGINEER may be listed as an additional insured under the construction contractor's liability insurance policies.

4. SERVICES AND INFORMATION

OWNER will provide all criteria and information pertaining to OWNER's requirements for the project, including design objectives and constraints, space, capacity and performance requirements, flexibility and expandability, and any budgetary limitations. OWNER will also provide copies of any OWNER-furnished Standard Details, Standard Specifications, or Standard Bidding Documents which are to be incorporated into the project.

OWNER will furnish the services of soils/geotechnical engineers or other consultants that include reports and appropriate professional recommendations when such services are deemed necessary by ENGINEER. The OWNER agrees to bear full responsibility for the technical accuracy and content of OWNER-furnished documents and services.

In performing professional engineering and related services hereunder, it is understood by OWNER that ENGINEER is not engaged in rendering any type of legal, insurance or accounting services, opinions or advice. Further, it is the OWNER's sole responsibility to obtain the advice of an attorney, insurance counselor or accountant to protect the OWNER's legal and financial interests.

5. SUCCESSORS, ASSIGNS AND BENEFICIARIES

OWNER and ENGINEER, respectively, bind themselves, their partners, successors, assigns, and legal representatives to the covenants of this Agreement. Neither OWNER nor ENGINEER will assign, sublet, or transfer any interest in this Agreement or claims arising therefrom without the written consent of the other. No third party beneficiaries are intended under this Agreement.

6. INVOICES

ENGINEER will submit monthly invoices for services rendered and OWNER will make payments to ENGINEER within thirty (30) days of OWNER's receipt of ENGINEER's invoice.

ENGINEER will retain receipts for reimbursable expenses in general accordance with Internal Revenue Service rules pertaining to the support of expenditures for income tax purposes. Receipts will be available for inspection by OWNER's auditors upon request.

If OWNER disputes any items in ENGINEER's invoice for any reason, including the lack of supporting documentation, OWNER may temporarily delete the disputed item and pay the remaining amount of the invoice. OWNER will promptly notify ENGINEER of the dispute and request clarification and/or correction. After any dispute has been settled, ENGINEER will include the disputed item on a subsequent, regularly scheduled invoice, or on a special invoice for the disputed item only.

OWNER recognizes that late payment of invoices results in extra expenses for ENGINEER. ENGINEER retains the right to assess OWNER interest at the rate of one percent (1%) per month, but not to exceed the maximum rate allowed by law, on invoices which are not paid within thirty (30) days from the date OWNER receives ENGINEER's invoice. In the event undisputed portions of ENGINEER's invoices are not paid when due, ENGINEER also reserves the right, after seven (7) days prior written notice, to suspend the performance of its services under this Agreement until all past due amounts have been paid in full.

7. CHANGES

The parties agree that no change or modification to this Agreement, or any attachments hereto, shall have any force or effect unless the change is reduced to writing, dated, and

made part of this Agreement. The execution of the change shall be authorized and signed in the same manner as this Agreement. Adjustments in the period of services and in compensation shall be in accordance with applicable paragraphs and sections of this Agreement. Any proposed fees by ENGINEER are estimates to perform the services required to complete the project as ENGINEER understands it to be defined. For those projects involving conceptual or process development services, activities often are not fully definable in the initial planning. In any event, as the project progresses, the facts developed may dictate a change in the services to be performed, which may alter the scope. ENGINEER will inform OWNER of such situations so that changes in scope and adjustments to the time of performance and compensation can be made as required. If such change, additional services, or suspension of services results in an increase or decrease in the cost of or time required for performance of the services, an equitable adjustment shall be made, and the Agreement modified accordingly.

8. EQUAL EMPLOYMENT AND NONDISCRIMINATION

In connection with the services under this Agreement, ENGINEER agrees to comply with the applicable provisions of federal and state Equal Employment Opportunity for individuals based on color, religion, sex, or national origin, or disabled veteran, recently separated veteran, other protected veteran and armed forces service medal veteran status, disabilities under provisions of executive order 11246, and other employment, statutes and regulations, as stated in Title 41 Part 60 of the Code of Federal Regulations § 60-1.4 (a-f), § 60-300.5 (a-e), § 60-741 (a-e).

9. HAZARDOUS MATERIALS

OWNER represents to ENGINEER that, to the best of its knowledge, no hazardous materials are present at the project site. However, in the event hazardous materials are known to be present, OWNER represents that to the best of its knowledge it has disclosed to ENGINEER the existence of all such hazardous materials, including but not limited to asbestos, PCB's, petroleum, hazardous waste, or radioactive material located at or near the project site, including type, quantity and location of such hazardous materials. It is acknowledged by both parties that ENGINEER's scope of services do not include services related in any way to hazardous materials. In the event ENGINEER or any other party encounters undisclosed hazardous materials, ENGINEER shall have the obligation to notify OWNER and, to the extent required by law or regulation, the appropriate governmental officials, and ENGINEER may, at its option and without liability for delay, consequential or any other damages to OWNER, suspend performance of services on that portion of the project affected by hazardous materials until OWNER: (i) retains appropriate specialist consultant(s) or contractor(s) to identify and, as appropriate, abate, remediate, or remove the hazardous materials; and (ii) warrants that the project site is in full compliance with all applicable laws and regulations. OWNER acknowledges that ENGINEER is performing professional services for OWNER and that ENGINEER is not and shall not be required to become an "arranger," "operator," "generator," or "transporter" of hazardous materials, as defined in the Comprehensive Environmental Response, Compensation, and Liability Act of 1990 (CERCLA), which are or may be encountered at or near the project site in connection with ENGINEER's services under this Agreement. If ENGINEER's services hereunder cannot be performed because of the

existence of hazardous materials, ENGINEER shall be entitled to terminate this Agreement for cause on 30 days written notice. To the fullest extent permitted by law, OWNER shall indemnify and hold harmless ENGINEER, its officers, directors, partners, employees, and subconsultants from and against all costs, losses, and damages (including but not limited to all fees and charges of engineers, architects, attorneys, and other professionals, and all court or arbitration or other dispute resolution costs) caused by, arising out of or resulting from hazardous materials, provided that (i) any such cost, loss, or damage is attributable to bodily injury, sickness, disease, or death, or injury to or destruction of tangible property (other than completed Work), including the loss of use resulting therefrom, and (ii) nothing in this paragraph shall obligate OWNER to indemnify any individual or entity from and against the consequences of that individual's or entity's sole negligence or willful misconduct.

10. LITIGATION SUPPORT

In the event ENGINEER is required to respond to a subpoena, government inquiry or other legal process related to the services in connection with a legal or dispute resolution proceeding to which ENGINEER is not a party, OWNER shall reimburse ENGINEER for reasonable costs in responding and compensate ENGINEER at its then standard rates for reasonable time incurred in gathering information and documents and attending depositions, hearings, and trial.

11. NO THIRD PARTY BENEFICIARIES

Except as otherwise provided in this Agreement, no third party beneficiaries are intended under this Agreement. In the event a reliance letter or certification is required under the scope of services, the parties agree to use a form that is mutually acceptable to both parties.

12. UTILITY LOCATION

If underground sampling/testing is to be performed, a local utility locating service shall be contacted to make arrangements for all utilities to determine the location of underground utilities. In addition, OWNER shall notify ENGINEER of the presence and location of any underground utilities located on the OWNER's property which are not the responsibility of private/public utilities. ENGINEER shall take reasonable precautions to avoid damaging underground utilities that are properly marked.

13. UNMANNED AERIAL SYSTEMS

If operating UAS, ENGINEER will obtain all permits or exemptions required by law to operate any UAS included in the services. ENGINEER's operators have completed the training, certifications and licensure as required by the applicable jurisdiction in which the UAS will be operated. OWNER will obtain any necessary permissions for ENGINEER to operate over private property, and assist, as necessary, with all other necessary permissions for operations.

14. OPERATIONAL TECHNOLOGY SYSTEMS

OWNER agrees that the effectiveness of operational technology systems and features designed, recommended or assessed by ENGINEER (collectively "OT Systems") are

dependent upon OWNER's continued operation and maintenance of the OT Systems in accordance with all standards, best practices, laws, and regulations that govern the operation and maintenance of the OT Systems. OWNER shall be solely responsible for operating and maintaining the OT Systems in accordance with applicable laws, regulations, and industry standards (e.g. ISA, NIST, etc.) and best practices, which generally include but are not limited to, cyber security policies and procedures, documentation and training requirements, continuous monitoring of assets for tampering and intrusion, periodic evaluation for asset vulnerabilities, implementation and update of appropriate technical, physical, and operational standards, and offline testing of all software/firmware patches/updates prior to placing updates into production. Additionally, OWNER recognizes and agrees that OT Systems are subject to internal and external breach, compromise, and similar incidents. Security features designed, recommended or assessed by ENGINEER are intended to reduce the likelihood that OT Systems will be compromised by such incidents. However, ENGINEER does not guarantee that OWNER's OT Systems are impenetrable and OWNER agrees to waive any claims against ENGINEER resulting from any such incidents that relate to or affect OWNER's OT Systems.

15. FORCE MAJEURE

ENGINEER shall not be responsible for delays caused by factors beyond ENGINEER's reasonable control, including but not limited to delays because of strikes, lockouts, work slowdowns or stoppages, government ordered industry shutdowns, power or server outages, acts of nature, widespread infectious disease outbreaks (including, but not limited to epidemics and pandemics), failure of any governmental or other regulatory authority to act in a timely manner, failure of the OWNER to furnish timely information or approve or disapprove of ENGINEER's services or work product, or delays caused by faulty performance by the OWNER's or by contractors of any level or any other events or circumstances not within the reasonable control of the party affected, whether similar or dissimilar to any of the foregoing. When such delays beyond ENGINEER's reasonable control occur, the OWNER agrees that ENGINEER shall not be responsible for damages, nor shall ENGINEER be deemed in default of this Agreement, and the parties will negotiate an equitable adjustment to ENGINEER's schedule and/or compensation if impacted by the force majeure event or condition.

16. EMPLOYEE IMMUNITY

The parties to this Agreement acknowledge that an individual employee or agent may not be held individually liable for negligence with regard to services provided under this Agreement. To the maximum extent permitted by law, the parties intend i) that this limitation on the liability of employees and agents shall include directors, officers, employees, agents and representatives of each party and of any entity for whom a party is legally responsible, and ii) that any such employee or agent identified by name in this Agreement shall not be deemed a party.

Exhibit A – Scope of Services
City of Blue Springs, MO
Sni-A-Bar WWTF Phase 2 Design Phase Services

Task 1 – Preliminary Design (30%)

1. Hold in-person design phase kickoff meeting to review Facility Plan recommendations, confirm objectives, goals, procedures, project schedule, project staffing and communication protocols. Prepare and distribute meeting summary.
2. Identify and submit updated project information request. Provide influent and effluent flows / concentrations as well as operational data for 2025 through end of June.
3. Perform site survey of areas associated with new structures and confirm up to 30 spot site/structure elevations for confirmation of hydraulic profile. Confirm and/ or set up to three control points and benchmarks. See Exhibit A for survey scope included.
4. Perform interior laser scanning of the following structures: Blower Building and RAW WW PS #2. Assumes one person for one day of onsite scanning activities.
5. Perform site geotechnical analysis / review results. Scope includes up to 7 borings. See Exhibit B for geotechnical scope included.
6. Prepare preliminary construction sequencing schedule.
7. Confirm scope of additional project improvements not specifically outlined in Facility Plan. City to provide prior to Design Phase kick off meeting. It is assumed additional scope if applicable, is minor in nature and associated with existing unit processes already planned for improvements.
8. Prepare and submit floodplain development application for planned lower site improvements. Scope excludes any hydraulic analysis since applications are in the floodplain fringe and therefore do not require a No-Rise certificate. Regarding site flood elevations for 100 and 500 year, it is assumed that State Emergency Management Agency (SEMA) remapping effort will not change current floodplain elevations and therefore design of proposed improvements will be based off of current effective elevations.
9. Missouri Department of Natural Resources (MDNR) / State Revolving Fund (SRF) coordination throughout design phase. Includes supporting completion of the following items:
    - Revise / renew SRF application based on updated Engineer's Opinion of Probable Construction Cost (EOPCC).
    - Due Diligence Questionnaire.
10. Perform project permitting requirements. Includes the following anticipated permit:
    - MDNR Construction Permit.
    - Jackson County Building Permit.
11. Update project calculations for applicable unit processes outlined in planning phase scope included in HDR's 2025 draft Facility Plan.
12. Prepare Biowin process model for proposed BNR configuration (anaerobic zones, phased nitrification/denitrification zones, post-oxic zones) to achieve annual mass-based TN and TP limit that translates to 12 mg/l and 1 mg/l respectively at 10 MGD design average daily flow (ADF).

13. Perform preliminary equipment coordination, obtain proposal requests. Confirm the ability of manufacturers to meet Build America Buy America (BABA) SRF requirements.
14. Identify long lead equipment items and potential sole source scopes and obtain approval from City. Prepare SRF sole source procurement letters as required for issuance to MDNR.
15. Finalize potential improvements for electrical service to the site to accommodate Phase 2 improvements. Task includes developing an updated one-line diagram for proposed improvements and existing loads and meeting with Evergy to confirm if improvements are required.
16. Update planning phase EOPCC based on Class 3 (-15% to +20%) estimating guidelines per AACE International. Identify Value Engineering (VE) opportunities. Perform analysis and incorporate selected VE items into project scope. It is assumed VE items are refinements in scope of current design and not complete modifications.
17. Update planning phase Engineer's Opinion of Additional O&M Cost associated with proposed improvements.
18. Compile task items into draft Design Memorandum (DM) for internal Quality Control (QC). Submit completed draft DM for Owner review. Provide up to four (4) hard copies and electronic copy for review.
19. Hold virtual workshop to review Owner comments.
20. Finalize DM and submit the document to MDNR.
21. Prepare and submit 30% deliverable (specifications and drawings) for internal QC. Submit completed documents for Owner review. Provide up to four (4) hard copies (drawings 11 x 17 format) and electronic copy. See Exhibit C for conceptual drawing and specification list serving as basis for fee development.
22. Hold in-person workshop to review Owner comments.
23. Address Owner comments as part of 60% deliverable.
24. Hold monthly virtual project meetings during phase (4 months).

Task 2 – 60% Design

1. Prepare and submit 60% deliverables internally for QC. Address comments and submit to Owner for review. Provide up to four (4) hard copies (drawings 11 x 17 format) and electronic copy for Owner review. See Exhibit C for conceptual drawing and specification list serving as basis for fee development.
2. Hold in-person workshop to review Owner comments.
3. Address Owner comments as part of 90% deliverable.
4. Update EOPCC based on Class 2 (-10% to +15%) estimating guidelines per AACE International. Identify Value Engineering (VE) opportunities. Perform analysis and incorporate selected VE items into project scope. It is assumed VE items are refinements in scope of current design and not complete modifications.
5. Update Engineer's Opinion of Additional O&M Cost associated with proposed improvements.
6. MDNR / SRF coordination throughout phase. Assumes 20 hours per month for applicable project staff members.

7. Hold monthly virtual project meetings during phase (4 months).

Task 3 – 90% Design

1. Prepare and submit 90% deliverables internally for QC. Address comments and submit to Owner for review. Provide up to four (4) hard copies (drawings 11 x 17 format) and electronic copy for Owner review. See Exhibit C for conceptual drawing and specification list serving as basis for fee development.
2. Hold in-person workshop to review Owner comments. Also review detailed control descriptions and general operations procedures for new facilities.
3. Address Owner comments as part of Final deliverable.
4. Update EOPCC based on Class 1 (-5% to +10%) estimating guidelines per AACE International. Assumes no VE evaluation required during this phase and VE efforts are complete after 60% design milestone.
5. Update Engineer's Opinion of Additional O&M Cost associated with proposed improvements.
6. MNDR / SRF coordination throughout phase. Assumes 20 hours per month for applicable project staff members.
7. Hold monthly virtual project meetings during phase (4 months).

Task 4 – Final Design

1. Prepare and submit Final deliverables internally for QC. Address comments and submit to Owner for their records. Assumed additional Owner review and comment period not required from 90% to Final Design deliverables. Provide (4) hard copies (drawings 11 x 17 format) and electronic for Owner records. See Exhibit C for conceptual drawing and specification list serving as basis for fee development.
2. Finalize EOPCC.
3. Finalize Engineer's Opinion of Additional O&M Cost.
4. Hold monthly virtual project meetings during phase (3 months).

Task 5. – Bid Phase Services - WWTF

1. Assist the Owner in establishing a bid opening date and distribute bid documents in accordance with Owner's procedures.
2. Advise Owner of any inquiries prior to the bid opening from prospective bidders or other entities. Respond to bidder inquires via addenda. Submit draft addenda to Owner for approval prior to issuance. Assumes up to five (5) total addenda. Engineer shall distribute via Drexel.
3. Hold in-person pre-bid conference and prepare minutes.
4. Attend in-person bid opening and assist the Owner in reviewing the bids for completeness and accuracy. Consult with, advise, and submit a written report to Owner on the responsibility and responsiveness of bidders, the acceptability of major subcontractors, and the proposed manufacturers or suppliers of material and equipment by bidders.
5. Submit a written recommendation of contract award to the Owner.
6. Prepare and submit SRF Post Bid packet for MDNR approval.
7. Coordinate submission of successful Bidder's insurance certificates and bonds to the Owner for review and approval prior to inserting in the contract documents for execution by Owner.

8. Prepare Conformed to Bid documents for internal QC. Provide the successful Bidder with three (3) sets of conformed specifications for execution and insertion of the required bonds and insurance certificates. Provide Owner three (3) additional hard copies of conformed documents (drawings 11 x 17 format).

Task 6 - Project Administration and Management

1. Prepare project instructions, management, quality and safety plans.
2. Hold internal Project Approach and Resource Review.
3. Provide a progress report to accompany each invoice. Up to 25 invoices are anticipated. The progress report shall include a summary of work completed and a summary of potential scope adjustments.
4. Provide project management and administration for up to 25 months following design notice to proceed.
5. Project Closeout. Complete internal record filing procedures and confirm project closeout with Owner.

Schedule:

A notice to proceed is anticipated to be received from the City in late August 2025. The following is a preliminary project schedule:

Item	Duration (Months)	2025		2026		2027	
		1st Half	2nd Half	1st Half	2nd Half	1st Half	2nd Half
WWTF Improvements - Design and Bid Phase Services							
1) Design	15						
a) 30% Drawings and Specifications	4						
b) 60% Drawings and Specifications	4						
c) 90% Drawings and Specifications	4						
d) Final Drawings and Specifications	3						
2) MDNR Review	6						
a) Apply for construction permit	6						
b) Submit drawings and specifications for WWTF improvements	6						
3) Bid/ Award/ Contractor Notice to Proceed	4						
a) Advertisement	2						
b) Post Bid SRF Documents/ Loan Closing	2						
c) Notice of Award	1						
d) Notice to Proceed	1						

Assumptions:

1. See below assumptions related to project permitting.
    a. Cost for all permit fees excluded from scope.
    b. Assumes City of Grain Valley and City of Blue Springs building permits are applied for by awarded Contractor.
    c. Estimate cost for Jackson County building permit will be inserted into bid form and paid for by awarded Contractor.
    d. Assumes City will be granted a Categorical Exclusion and therefore SRF clearance letters and Public Hearings are not included in scope.
2. Updated capital and O&M opinions of cost will be provided to City's Financial Consultant for coordination with MDNR SRF staff.

Blue Springs MO
Sni A Bar WWTF Phase 2 Design Phase Services
Scope and Fee Estimate - 7/11/2025

	QA/QC	Mgmt.			Process					Structural			Architectural			Mechanical			FLS		Electrical				I&C			
Staff Name	Burch, D	Coleman, B	Ray, M	Duckworth, C	Stiff, J	Brandegard, P	Bardach, M	Kurtz, J	Wiseman, D	McCann, V	Johnson, M	Milbrath, R	Kenny, S	Sperry, D	Private, J	Brack, J	Keller, B	Stumpert, M	Cooper, B	Wirts, N	Daily, C	Rossiter, C	Pirtle, L	Boyd, T	Mead, J	Rouse, S	Wiebelhaus, M
Project Role	QA / QC	PIC / Senior Process	PM	Senior Process / Quality Checking	Process Team Level 1	Process Team Level 2	Senior Process	Process BIM	Sr. Structural	Structural	Structural BIM	Senior Architect	Senior Architect	Architectural BIM	Senior Mechanical	Mechanical BIM	Mechanical BIM	Senior FLS	FLS	Senior Electrical	Electrical	Electrical	Electrical BIM	Senior I&C	I&C	I&C Technician	Senior Civil
Escalated Billing Rate	$275	$315	$300	$295	$210	$175	$315	$205	$245	$195	$175	$225	$210	$175	$225	$195	$175	$225	$210	$225	$205	$185	$175	$275	$215	$175	$225
TASKS																											
1 Hold in-person kickoff workshop with Owner		4	6		12	12				2											2			2			8
2 Complete information request / review of existing records		2	4	4	8					2			2		2						2			2			2
3 Perform site survey and prepare property model, base file, and legal descriptions			2		4																						4
4 Laser scanning of existing structures [1]			1		16			40																			
5 Perform site geotechnical analysis / review results / internal QC	2		2		2				4	12			1														2
6 Prepare preliminary construction phasing schedule		4	8						2												2			2			
7 Confirm scope of additional improvements		4	8		16					4		1	4		4			2			4			4			2
8 Confirm site flood elevations for 100 and 500 year		2	4		4																						24
9 MDNR / SRF Coordination		16	32		32																						
10 Project permitting requirements		8	16		16																						12
11 Prepare project calculations / internal QC	6	24	4	16	40	40	8		12	40					40			4	8	8	32			16			8
12 Prepare Bioxh process model / internal QC [2]	4	4			8		40																				
13 Perform preliminary equipment coordination, obtain proposal requests		4	8		16	16															8			8			
14 Identifying lead equipment items and potential sole source scopes		2	4																		2						
15 Coordinate Off-Site Electrical Supply Improvements to serve Phase 2 Improvements [3]			2																		24						
16 Update preliminary Engineer's Opinion of Probable Construction Cost / VE Items / Internal QC [4]	6	6	12		8	8			2	8		1	2		8					2	8			2	8		8
17 Update preliminary Engineer's Opinion of Additional O&M Cost / Internal QC [5]	2	2	4		4	4																					
18 Compile items and submit Design Memorandum / Internal QC	4	4	8		24	24			4	8		4	8		8			8		4	8			8			8
19 Hold virtual workshop to review Owner comments		1	4		4					1			1		1			2			1			1			2
20 Finalize Design Memorandum		2	4		8	8				2			2		2			2			2			2			2
21 Submit 30% deliverable - Specifications and Drawings / Internal QC (All disciplines)	60																										
a Specifications [6]		9	18		20	27			4	10			11		8			1	2		7	10		8	20		2
b Drawings [6]		62	146		216	130		734	103	218	393	60	200	175	106	263	118	44	34		128	216	380	74	164	200	34
22 Hold in-person workshop to review Owner comments		4	8		12					2		2	2		2						4			4			2
23 Address Owner comments as part of 60% design, hours included in next task																											
24 Hold reoccurring monthly project meetings - 4 Months		16	32		64				16			16	16		16						16			16			16
Subtotal Hours	84	192	340	20	533	269	48	774	167	318	393	84	268	175	197	263	118	80	43	14	251	232	380	148	185	200	133
Subtotal Dollars	$23,422	$72,234	$86,381	$5,199	$97,622	$44,238	$15,278	$127,222	$50,889	$50,907	$70,858	$16,716	$54,372	$25,985	$57,378	$38,303	$12,514	$14,431	$7,104	$3,342	$50,486	$31,985	$66,559	$33,043	$29,929	$47,458	$29,701
60% Design Phase																											
1 Submit 60% deliverable - Specifications and Drawings / Internal QC (All disciplines)	60			16																							
a Specifications [6]		17	27		40	54			8	20		16	22		15			1	3		13	32		16	45		3
b Drawings [6]		53	125		184	112		829	88	188	337	60	187	202	91	226	101	36	29		112	185	326	63	141	248	29
2 Hold in-person workshop to review Owner comments		4	8		12					2		2	2		2						4			4			2
3 Address Owner comments as part of 60% design, hours included in next task																											
4 Update Engineer's Opinion of Probable Construction Cost / VE Items / Internal QC [4]	6	16	24			40			4	16		2	8		16					2	16			2	16		16
5 Update Engineer's Opinion of Additional O&M Cost / Internal QC [5]	2	4	8		8	8																					
6 MDNR / SRF Coordination		16	32		32																						
7 Hold reoccurring monthly project meetings - 4 Months		16	32		64				16			16	16		16						16			16			16
Subtotal Hours	68	129	267	16	340	213	0	829	116	225	337	96	159	202	140	226	101	37	32	2	160	217	326	101	202	248	88
Subtotal Dollars	$27,056	$53,252	$89,353	$4,159	$58,915	$39,062	$0	$133,409	$40,138	$37,919	$60,821	$21,390	$21,489	$30,855	$40,878	$31,117	$10,727	$9,206	$5,263	$477	$33,214	$29,989	$58,765	$22,415	$29,890	$40,851	$14,750
90% Design Phase																											
1 Submit 90% deliverable - Specifications and Drawings / Internal QC (All disciplines)	60																										
a Specifications [6]		34	75		80	107			16	39		16	45		30			3	6		27	63		31	90		7
b Drawings [6]		44	106		154	63		524	74	156	281	24	120	139	75	168	84	31	24		92	154	272	63	117	207	24
2 Hold in-person workshop to review Owner comments		4	8		12					2		2	2		2						4			4			2
3 Address Owner comments as part of Final design, hours included in next task															8			8									
4 Update Engineer's Opinion of Probable Construction Cost / VE Items / Internal QC [4]	6	16	24			40			4	16		1	8		16					2	16			2	16		16
5 Update Engineer's Opinion of Additional O&M Cost / Internal QC [5]	2	4	8		8	8																					
6 MDNR / SRF Coordination		12	24		24																						
7 Hold reoccurring monthly project meetings - 4 Months		16	32		64				16			16	16		16						16			16			16
Subtotal Hours	68	131	273	0	341	248	0	524	110	213	281	43	191	139	148	168	84	42	30	2	155	217	272	104	224	207	65
Subtotal Dollars	$27,056	$51,982	$71,543	$0	$56,096	$40,818	$0	$86,174	$37,886	$35,103	$50,694	$9,591	$29,317	$20,647	$43,226	$25,931	$9,839	$10,039	$6,969	$477	$31,206	$29,983	$49,979	$23,551	$33,221	$34,042	$14,439
Final Design Phase																											
1 Submit Final deliverable - Specifications and Drawings / Internal QC (All disciplines)	60																										
a Specifications [6]		26	56		60	80			12	29		16	34		23			2	5		20	47		23	68		5
b Drawings [6]		18	42		61	37		210	29	83	112	16	64	32	30	75	34	13	10		37	62	109	21	47	63	10
2 Finalize Engineer's Opinion of Probable Construction Cost / VE Items / Internal QC [4]	6	16	24			40			4	16		1	8		16					2	16			2	16		16
3 Finalize Engineer's Opinion of Additional O&M Cost / Internal QC [5]	2	4	8		8	8																					
4 Hold reoccurring monthly project meetings - 3 Months		12	24		48				12			12	12		12						12			12			12
Subtotal Hours	68	76	154	0	177	165	0	210	58	108	112	45	118	32	81	75	34	15	14	2	85	109	109	58	131	63	43
Subtotal Dollars	$27,056	$30,040	$40,906	$0	$39,125	$27,234	$0	$34,470	$19,868	$17,745	$20,274	$10,026	$16,221	$4,753	$23,583	$10,372	$3,576	$3,485	$2,348	$477	$17,115	$15,048	$19,589	$13,012	$19,434	$13,817	$8,514
Bid Phase																											
1 Establish Bid Opening date, Distribute documents to Drexel		2	8		16					16																	
2 Address Bid Phase Inquiries / Prepare and Issue Applicable Addendum [7]	8	20	40		40	40			16	16	40	16		24	8	4	5				20	40	8	20	40	8	20
3 Hold Pre-Bid Conference, Prepare Minutes		4	8		32																						
4 Attend Bid Opening / Review and Tabulate Bids / Summarize to Owner		2	4		24																						
5 Prepare Recommendation of Award	2	2	8		12																						
6 Prepare Post-Bid GRF Packet for MDNR Approval		2	8		16																						
7 Coordination Contractor insurance, bonds and insert into "Conforming to Bid" Documents		1	2		4																						
8 Prepare / Distribute "Conforming to Bid" Documents / Internal QC	4	8	12		16			16	2	8	12	2	4	3	6			2	4		3	8	12	3	8	12	3
Subtotal Hours	14	39	88	0	160	40	0	32	12	48	44	0	28	12	7	11	0	7	4	0	23	48	20	23	48	20	23
Subtotal Dollars	$5,570	$15,517	$27,475	$0	$29,313	$9,578	$0	$9,293	$4,136	$7,565	$7,838	$0	$5,588	$1,782	$2,042	$1,517	$0	$1,671	$958	$0	$4,637	$8,345	$3,607	$5,125	$9,933	$3,299	$5,125
Construction Phase																											
1 Project setup/ safety plan	4	12	16		24																						
2 RFI	8	8	16		12																						
3 Monthly invoicing / status updates [8]		20	50																								
4 Project management and administration / Quarterly Quality Assurance [8]	32	60	100																								
5 Project closeout	4	8	12		24																						
Subtotal Hours	48	108	194	0	60	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0
Subtotal Dollars	$13,096	$34,091	$58,129	$0	$8,967	$0	$0	$0	$0	$0	$0	$0	$0	$0	$0	$0	$0	$0	$0	$0	$0	$0	$0	$0	$0	$0	$0
Total Hours	350	856	1,316	36	1,611	935	48	2,168	443	902	1,168	288	728	560	573	743	337	183	124	20	673	821	1,109	436	787	648	330
Total Billing Amount	$139,256	$281,008	$342,809	$9,358	$284,937	$153,930	$15,278	$304,538	$152,757	$148,338	$210,672	$59,713	$101,985	$63,212	$167,187	$105,241	$35,756	$38,812	$20,340	$4,775	$133,670	$113,241	$199,488	$97,145	$119,386	$139,458	$73,327

Notes:
1. Laser scan existing RAW WW LS #2 and existing Blower Building.
2. Model addition of anaerobic selector basins and post anoic basins along with improvements to Aeration Basins #1 and #2/#3 to achieve annual average effluent of TN of 12 mg/l and TP of 1 mg/l biologically.
3. Assumes existing water and natural gas services are sufficient since no new habitable structures being added in Phase 2 improvements.
4. See scope for cost opinion level of accuracy assumptions.
5. O&M costs are for improvements only and for addition by the City to their current O&M budget.
6. See Conceptual Specification and Drawing List for items included in each submittal. Assumption of drawing and spec hours as follows: 30% design = 10% specs and 33% dwgs / 60% design = 30% specs and 67% dwgs / 90% design = 70% specs and 90% dwgs
7. Assumes up to five (5) addendums.
8. Assumes up to 25 month duration

HDR

Blue Springs MO
Sni A Bar WWTP Phase 2 Design Phase Services
Scope and Fee Estimate – 7/11/2025

		Civil		Survey Manager					Admin. / Acct.					
	Staff Name	O'Connell, E	Schoen, N	Yoder, J	Ly, P	Shields, T	Jasper, J	Lytle, N	Palmerton, A	Campbell, J	Ruley, T				Total
	Project Role	Civil	Civil CAD	Survey Manager	Survey Crew Member	Survey CAD	Survey QA/QC	Survey Crew Member	Admin. / Asst.	Senior Admin.	Asst.	Total HDR Hours	HDR Expenses	Subconsultant	
	Escalated Billing Rate	$250	$210	$245	$185	$170	$190	$185	$105	$140	$110				
	TASKS														
1	Hold in-person kickoff workshop with Owner											50	$100		$19,676
2	Complete information request / review of existing records		8									38			$7,690
3	Perform site survey and prepare property model, base file, and legal descriptions			16	80	46	4	80				238	$500		$34,962
4	Laser scanning of existing structures [1]											57			$9,468
5	Perform site geotechnical analysis / review results / Internal QC	2										27		$15,000	$20,657
6	Prepare preliminary construction phasing schedule											18			$5,210
7	Confirm scope of additional improvements											53			$11,592
8	Confirm site flood elevations for 100 and 500 year	12	24									70			$12,950
9	MDNR / ERF Coordination											60			$19,947
10	Project permitting requirements	24	12									86			$17,485
11	Prepare project calculations / Internal QC	16										102			$23,411
12	Prepare Bowls process model / Internal QC [2]											56			$17,251
13	Perform preliminary equipment coordination, obtain proposal requests											80			$12,320
14	Identify long lead equipment items and potential sole source scopes											8			$2,239
15	Coordinate 05-09a Electrical Supply improvements to serve Phase 2 improvements [3]											28			$9,398
16	Update preliminary Engineer's Opinion of Probable Construction Cost / VE Items / Internal QC [4]											91			$21,898
17	Update preliminary Engineer's Opinion of Additional O&M Cost / Internal QC [5]											16			$3,947
18	Compile items and submit Design Memorandum / Internal QC								24			196	$500		$31,142
19	Hold virtual workshop to review Owner comments											14			$3,114
20	Finalize Design Memorandum											36	$500		$7,927
21	Submit 30% deliverable – Specifications and Drawings / Internal QC (All disciplines)											80			$23,673
	a Specifications [6]	7							24			104.1	$250		$35,761
	b Drawings [6]	86	120									4473.3	$750		$780,498
22	Hold in-person workshop to review Owner comments											43			$9,422
23	Address Owner comments as part of 60% design, hours included in next task											0			$0
24	Hold reoccurring monthly project meetings – 4 Months											224			$51,522
	Subtotal Hours	127	164	16	80	46	4	80	48	0	0	5487			
	Subtotal Dollars	$17,510	$20,643	$3,920	$11,985	$5,520	$580	$10,610	$4,908	$0	$0		$2,600	$15,000	$1,239,812
1	Submit 60% deliverable – Specifications and Drawings / Internal QC (All disciplines)											78			$20,932
	a Specifications [6]	14							47			404.2	$250		$74,837
	b Drawings [6]	57	103									3631	$750		$679,009
2	Hold in-person workshop to review Owner comments											42	$100		$9,522
3	Address Owner comments as part of 90% design, hours included in next task											0			$0
4	Update Engineer's Opinion of Probable Construction Cost / VE Items / Internal QC [4]											164			$41,898
5	Update Engineer's Opinion of Additional O&M Cost / Internal QC [5]											30			$7,098
6	MDNR / ERF Coordination											60			$19,947
7	Hold reoccurring monthly project meetings – 4 Months											224			$51,522
	Subtotal Hours	70	103	0	0	0	0	0	47	0	0	4871			
	Subtotal Dollars	$8,696	$13,063	$0	$0	$0	$0	$0	$4,778	$0	$0		$800	$0	$910,855
1	Submit 90% deliverable – Specifications and Drawings / Internal QC (All disciplines)											80			$20,673
	a Specifications [6]	27							95			792.4	$250		$145,950
	b Drawings [6]	47	85									3167.5	$750		$568,581
2	Hold in-person workshop to review Owner comments											42	$100		$9,522
3	Address Owner comments as part of Final design, hours included in next task											18			$4,244
4	Update Engineer's Opinion of Probable Construction Cost / VE Items / Internal QC [4]											183			$41,662
5	Update Engineer's Opinion of Additional O&M Cost / Internal QC [5]											30			$7,098
6	MDNR / ERF Coordination											60			$14,960
7	Hold reoccurring monthly project meetings – 4 Months											204			$47,967
	Subtotal Hours	74	85	0	0	0	0	0	95	0	0	4559			
	Subtotal Dollars	$10,269	$10,688	$0	$0	$0	$0	$0	$9,555	$0	$0		$1,100	$0	$854,780
1	Submit Final deliverable – Specifications and Drawings / Internal QC (All disciplines)											80			$20,673
	a Specifications [6]	20							71			596.3	$250		$110,348
	b Drawings [6]	19	34									1265.8	$750		$224,410
2	Finalize Engineer's Opinion of Probable Construction Cost / VE Items / Internal QC [4]											183			$41,662
3	Finalize Engineer's Opinion of Additional O&M Cost / Internal QC [5]											30			$7,098
4	Hold reoccurring monthly project meetings – 3 Months											168			$36,942
	Subtotal Hours	39	34	0	0	0	0	0	71	0	0	2305			
	Subtotal Dollars	$5,421	$4,354	$0	$0	$0	$0	$0	$7,167	$0	$0		$1,000	$0	$444,038
1	Establish Bid Opening date, Distribute documents to Drawd											42			$8,300
2	Address Bid Phase Inquiries / Prepare and Issue Applicable Addendum [7]	40	4						10			488			$91,980
3	Hold Pre-Bid Conference, Prepare Minutes								4			46	$100		$9,437
4	Attend Bid Opening / Review and Tabulate Bids / Summarize to Owner								6			36	$100		$9,487
5	Prepare Recommendation of Award								2			24			$5,326
6	Prepare Post-Bid ERF Packet for MDNR Approval											26			$5,507
7	Coordination Contractor insurance, bonds and insert into "Conforming to Bid" Documents											7			$1,576
8	Prepare / Distribute "Conforming to Bid" Documents / Internal QC	6	12									158	$1,000		$31,053
	Subtotal Hours	46	16	0	0	0	0	0	22	0	0	827			
	Subtotal Dollars	$9,345	$2,037	$0	$0	$0	$0	$0	$2,217	$0	$0		$1,200	$0	$139,772
1	Project setup/ safety plan								24	18	18	112			$22,833
2	PARR								4			48			$12,902
3	Monthly invoicing / status updates [8]								75	25	25	150			$34,748
4	Project management and administration / Quarterly Quality Assurance [8]								75	25	25	232			$65,782
5	Project closeout								12	12	12	84			$17,507
	Subtotal Hours	0	0	0	0	0	0	0	90	78	53	626			
	Subtotal Dollars	$0	$0	$0	$0	$0	$0	$0	$9,072	$14,483	$9,841		$0	$0	$163,771
	Total Hours	337	402	16	80	46	4	80	373	78	53	19,886			19,886
	Total Billing Amount	$48,241	$51,183	$3,920	$11,985	$5,520	$580	$10,610	$37,587	$14,483	$9,841		$6,500	$15,000	$3,785,008

Estimated Project Fee $3,765,006

CITY OF BLUE SPRINGS
CITY COUNCIL INFORMATION FORM

DATE SUBMITTED: September 29, 2025

SUBMITTED BY: Erin Ford **DEPARTMENT: Administration**

☐ Ordinance	☐ Resolution	☐ Presentation	☐ Public Hearing
☐ Contract	☐ Discussion	☐ Economic Dev.	☒ Other

ISSUE/REQUEST

Pursuant to Blue Springs Home Rule Charter Section 4.4.C – Powers and Duties; Appointments: The Mayor, with the advice and consent of the majority of the Council, shall appoint all members of committees, boards, and commissions. Reappointments will be submitted to Council for approval.

BACKGROUND/JUSTIFICATION

A list of Mayoral reappointments to the City's boards and commissions is as follows:

Public Safety Citizens' Advisory Board:
Appoint: Brooklyn Herrington, Student Representative
Term expires May 1, 2026

Economic Development Council:
Appoint: Bryan Dennie, Member
Term expires May 1, 2026

FINANCIAL IMPACT

Contractor:	N/A

PROJECT TIMELINE

Estimated Start Date	Estimated End Date
May 19, 2025	April 30, 2026

STAFF RECOMMENDATION

N/A

OTHER BOARDS & COMMISSIONS ASSIGNED

Name of Board or Commission:	N/A

ECONOMIC DEVELOPMENT PROJECT

N/A

LIST OF REFERENCE DOCUMENTS ATTACHED

N/A

REVIEWED BY:

Requesting Director: ***Erin Ford***	Budget: ***N/A***
Legal: ***N/A***	City Administrator: ***Christine Cates***

CITY OF BLUE SPRINGS
CITY COUNCIL INFORMATION FORM

DATE SUBMITTED: August 27, 2025

SUBMITTED BY: Dennis Dovel **DEPARTMENT: Public Works**

☐ Ordinance	☒ Resolution	☐ Presentation	☐ Public Hearing
☐ Contract	☐ Discussion	☐ Economic Dev.	☐ Other

ISSUE/REQUEST

Adopt Resolutions accepting certain public assets for Retreat at Chapman Farms, 1st Plat; The Woodlands at Chapman Farms, 2nd Plat; Hudson Estates; Eagles Ridge Estates PR-O, 5th Plat; and Shadow Glen, Lot 6.

BACKGROUND/JUSTIFICATION

Public assets, which include sanitary sewer, storm pipe, water mains, and roadways, must be inspected and certified that they are built per City specifications and standards. Based upon Section 403.050 of the Unified Development Code, the City of Blue Springs Public Works Engineering Department staff recommends the acceptance of the assets listed in the attached resolutions. The assets total $4,194,369.62 in value. Upon acceptance, these assets will be maintained and owned by the City.

FINANCIAL IMPACT

Contractor: N/A	N/A

PROJECT TIMELINE

Estimated Start Date	Estimated End Date
September 17, 2025	N/A

STAFF RECOMMENDATION

Staff recommends approval.

OTHER BOARDS & COMMISSIONS ASSIGNED

Name of Board or Commission:	N/A

ECONOMIC DEVELOPMENT PROJECT

N/A

LIST OF REFERENCE DOCUMENTS ATTACHED

1. Resolution accepting certain public assets of Retreat at Chapman Farms, 1st Plat
2. Resolution accepting certain public assets of The Woodlands at Chapman Farms, 2nd Plat
3. Resolution accepting certain public assets of Hudson Estates
4. Resolution accepting certain public assets of Eagles Ridge Estates PR-O, 5th Plat
5. Resolution accepting certain public assets of Shadow Glen, Lot 6

REVIEWED BY:

Requesting Director: ***Dennis Dovel***	Budget: ***N/A***
Legal: ***N/A***	City Administrator: ***Christine Cates***

Resolution No. 80-2025

A RESOLUTION APPROVING CERTAIN PUBLIC ASSETS FOR COMPLETION OF RETREAT AT CHAPMAN FARMS, 1ST PLAT

WHEREAS, certain utilities have been built per City specifications and the City's Unified Development Code; and

WHEREAS, Section 403.050 of the Code of Ordinances, City of Blue Springs, Missouri requires public assets to be accepted to City specification:

1,876.03 LF of 8" sanitary pipe valued at $62,561.09
2,985.81 LF of streets valued at $1,327,679.62
593.07 LF of 15" storm pipe valued at $25,046.59
69.02 LF of 18" storm pipe valued at $4,137.22
677.83 LF of 24" storm pipe valued at $45,063.15
951.90 LF of 30" storm pipe valued at $95,607.06
547.21 LF of 36" storm pipe valued at $79,080.34
174.65 LF of 42" storm pipe valued at $33,976.43
161.30 LF of 54" storm pipe valued at $39,094.60

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

Section 1. That the City of Blue Springs hereby accepts for maintenance of said public assets described herein for the completion of Retreat at Chapman Farms.

Section 2. Scrivener's Errors. Typographical errors and other matters of a similar nature that do not affect the intent of this Ordinance, as determined by the City Clerk, may be corrected with the endorsement of the City Administrator without the need to come before the City Council.

PASSED by the City Council of the City of Blue Springs, Missouri, and approved by the Mayor of Blue Springs, this 6th day of October 2025.

CITY OF BLUE SPRINGS

_____
Chris Lievsay, Mayor

ATTEST:

_____
Erin Ford, City Clerk

Resolution No. 81-2025

A RESOLUTION APPROVING CERTAIN PUBLIC ASSETS FOR COMPLETION OF THE WOODLANDS AT CHAPMAN FARMS, 2ND PLAT

WHEREAS, certain utilities have been built per City specifications and the City's Unified Development Code; and

WHEREAS, Section 403.050 of the Code of Ordinances, City of Blue Springs, Missouri requires public assets to be accepted to City specification:

1,672.14 LF of 8" sanitary pipe valued at $55,761.85
1,638.40 LF of streets valued at $728,536.07
251.88 LF of 15" storm pipe valued at $10,637.42
75.02 LF of 18" storm pipe valued at $4,496.87
969.24 LF of 24" storm pipe valued at $64,436.53

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

Section 1. That the City of Blue Springs hereby accepts for maintenance of said public assets described herein for the completion of The Woodlands at Chapman Farms, 2nd Plat.

Section 2. Scrivener's Errors. Typographical errors and other matters of a similar nature that do not affect the intent of this Ordinance, as determined by the City Clerk, may be corrected with the endorsement of the City Administrator without the need to come before the City Council.

PASSED by the City Council of the City of Blue Springs, Missouri, and approved by the Mayor of Blue Springs, this 6th day of October 2025.

CITY OF BLUE SPRINGS

_____
Chris Lievsay, Mayor

ATTEST:

_____
Erin Ford, City Clerk

Resolution No. 82-2025

A RESOLUTION APPROVING CERTAIN PUBLIC ASSETS FOR COMPLETION OF HUDSON ESTATES

WHEREAS, certain utilities have been built per City specifications and the City's Unified Development Code; and

WHEREAS, Section 403.050 of the Code of Ordinances, City of Blue Springs, Missouri requires public assets to be accepted to City specification:

2,572.50 LF of 8" sanitary pipe valued at $85,786.70
1,744.75 LF of streets valued at $775,826.00
35.08 LF of 12" storm pipe valued at $ 1,152.87
224.93 LF of 15" storm pipe valued at $ 9,499.27
242.56 LF of 18" storm pipe valued at $14,539.61
80.88 LF of 24" storm pipe valued at $ 5,377.02
494.28 LF of 30" storm pipe valued at $49,644.56

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

Section 1. That the City of Blue Springs hereby accepts for maintenance of said public assets described herein for the completion of Hudson Estates.

Section 2. Scrivener's Errors. Typographical errors and other matters of a similar nature that do not affect the intent of this Ordinance, as determined by the City Clerk, may be corrected with the endorsement of the City Administrator without the need to come before the City Council.

PASSED by the City Council of the City of Blue Springs, Missouri, and approved by the Mayor of Blue Springs, this 6th day of October 2025.

CITY OF BLUE SPRINGS

_____
Chris Lievsay, Mayor

ATTEST:

_____
Erin Ford, City Clerk

Resolution No. 83-2025

A RESOLUTION APPROVING CERTAIN PUBLIC ASSETS FOR COMPLETION OF EAGLES RIDGE ESTATES PR-O, 5TH PLAT

WHEREAS, certain utilities have been built per City specifications and the City's Unified Development Code; and

WHEREAS, Section 403.050 of the Code of Ordinances, City of Blue Springs, Missouri requires public assets to be accepted to City specification:

1,574 LF of 8" sanitary pipe valued at $52,489.12
1,177.84 LF of streets valued at $523,742.02
523 LF of 15" storm pipe valued at $22,087.39
671 LF of 30" storm pipe valued at $67,393.99
55 LF of 36" storm pipe valued at $7,948.35

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

Section 1. That the City of Blue Springs hereby accepts for maintenance of said public assets described herein for the completion of Eagles Ridge Estates PR-O, 5th Plat.

Section 2. Scrivener's Errors. Typographical errors and other matters of a similar nature that do not affect the intent of this Ordinance, as determined by the City Clerk, may be corrected with the endorsement of the City Administrator without the need to come before the City Council.

PASSED by the City Council of the City of Blue Springs, Missouri, and approved by the Mayor of Blue Springs, this 6th day of October 2025.

CITY OF BLUE SPRINGS

_____
Chris Lievsay, Mayor

ATTEST:

_____
Erin Ford, City Clerk

Resolution No. 84-2025

A RESOLUTION APPROVING CERTAIN PUBLIC ASSETS FOR COMPLETION OF SHADOW GLEN, LOT 6

WHEREAS, certain utilities have been built per City specifications and the City's Unified Development Code; and

WHEREAS, Section 403.050 of the Code of Ordinances, City of Blue Springs, Missouri requires public assets to be accepted to City specification:

83 LF of 8" sanitary pipe valued at $2,767.85

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

Section 1. That the City of Blue Springs hereby accepts for maintenance of said public assets described herein for the completion of Shadow Glen, Lot 6.

Section 2. Scrivener's Errors. Typographical errors and other matters of a similar nature that do not affect the intent of this Ordinance, as determined by the City Clerk, may be corrected with the endorsement of the City Administrator without the need to come before the City Council.

PASSED by the City Council of the City of Blue Springs, Missouri, and approved by the Mayor of Blue Springs, this 6th day of October 2025.

CITY OF BLUE SPRINGS

_____
Chris Lievsay, Mayor

ATTEST:

_____
Erin Ford, City Clerk

CITY OF BLUE SPRINGS
CITY COUNCIL INFORMATION FORM

DATE SUBMITTED: September 22, 2025 **CONTRACT NO.**

SUBMITTED BY: Dennis Dovel **DEPARTMENT: Public Works**

☐ Ordinance	☒ Resolution	☐ Presentation	☐ Public Hearing
☒ Contract	☐ Discussion	☐ Economic Dev.	☐ Other

ISSUE/REQUEST

Adopt a Resolution approving a contract in the amount of $1,833,884.00 with Rodriguez Mechanical Contractors Inc, for the replacement of the South Outer Road Watermain. This project is approved as CIP WA-19.

BACKGROUND/JUSTIFICATION

The South Outer Road Watermain Improvement project has been identified in the CIP as project WA-19 for several years and was originally funded in 2015. Improvements made at the corner of 7 Highway during the Whataburger construction and the length of time since the original plans were designed required a new review and updated design plans.

On October 21, 2024, City Council approved an On-Call Consulting Services Contract with SC Engineering, LLC dba Cochran (Cochran) for engineering consulting services. On January 7, 2025, the City approved a Resolution for Task Order #5 to Contract No. 2024-166 with Cochran for the development of the design plans, bidding, subsurface exploration and construction oversight phase for the South Outer Road Watermain Improvement project with a project end date of December 2026. Cochran has completed the subsurface exploration, design and bidding of the project.

Bids were solicited through a public process by advertising on the City's website and plan rooms. The city received 8 bids with one firm providing an incomplete bid. The following are the bids received:

Rodriguez Mechanical Contractors, Inc	$1,833,884.00
Infrastructure Solutions	$1,975,000.00
Kissick Construction, LLC	$2,169.633.00
ABAY Construction, Inc.	$2,235,447.50
Hettinger Excavation, LLC	$2,346,032.00
Redford Construction	$2,401,340.00
SheDigsIt, LLC	$2,401,340.00
VF Anderson Builders, LLC	Incomplete Bid

Cochran conducted a review of all bids received and recommends Rodriguez Mechanical to complete the work designed. They conducted reference checks and reviewed past projects and found Rodriguez Mechanical's work and references to be consistent with the bid documents. Staff recommends entering into a contract with Rodriguez Mechanical Contractors, Inc. for the amount of $1,833.884.00.

FINANCIAL IMPACT

Contractor:	Rodriuez Mechanical Contractors, Inc.
Amount of Request/ Contract:	$1,833,844.00
Amount Budgeted:	$0
Budget Year:	FY 2025-26
Funding Source/Account #:	430-75000-543200 WA-19
Account Balance:	$0 Date: 9/29/2025
Additional Funds Needed:	A budget amendment will be completed

PROJECT TIMELINE

Estimated Start Date	**Estimated End Date**
October 8, 2025	July 31, 2026
Years and Months Contract in effect	**Number of times renewable**
10 months	0

STAFF RECOMMENDATION

Staff recommends approval.

OTHER BOARDS & COMMISSIONS ASSIGNED

Name of Board or Commission:	N/A

ECONOMIC DEVELOPMENT PROJECT

N/A

LIST OF REFERENCE DOCUMENTS ATTACHED

1. Resolution with contract attached as Exhibit A.

REVIEWED BY:

Requesting Director: ***Dennis Dovel***	Budget: ***Lori Turner***
Legal: ***James Newell***	City Administrator: ***Christine Cates***

SUPPORTING DOCUMENTS:
(FOR CONTRACT ITEMS ONLY)

Document	Attached	If not attached, explain
Certificate of Insurance:	☒	
E-Verify Affidavits:	☒	
E-Verify proof of enrollment:	☒	
Bond:	☒	
Anti-Discrimination Against Israel Act Certification (contract over $100,000)	☒	

Wage Order, by reference	☒	Wage Order Number:
IRS Form W-9:	☒	
Bid/RFP/RFQ: (submit all)	☒	Included in the CIF Background
Bid/RFP/RFQ Tabulation:	☐	
Bid Waiver: (less than three bids)	☐	
Contractor address and email:	☒	
Project Exemption Certificate needed:	☒	
Other:	☐	

A RESOLUTION APPROVING A CONTRACT WITH RODRIGUEZ MECHANICAL CONTRACTORS, INC. FOR THE REPLACEMENT OF THE SOUTH OUTER ROAD WATERMAIN

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

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

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

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

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

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

f. “On-site employees” are defined as laborers, workmen, drivers, equipment operators, and craftsmen employed by contractors and subcontractors to be directly engaged in construction at the site of the public works. "Directly engaged in construction" shall mean work performed in the actual erection of the structure or completion of the improvement constituting the public works. In addition, employees working at a nearby or adjacent facility used by the contractor or subcontractor for construction of the public works shall be deemed "on-site

employees." Persons engaged solely in the transportation of materials, fuel, or equipment to the site of the public works shall not be deemed to be "directly engaged in construction;" and

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

WHEREAS, the Public Works Department in conjunction with SC Engineering, LLC dba Cochran prepared specifications and secured quotations for the replacement of the South Outer Road Watermain; and

WHEREAS, the Department received eight bids and now recommends that the City award a contract to Rodriguez Mechanical Contractors, Inc. for work based on scope of services in the amount of $1,833,884.00.

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

Section 1. The City Administrator is hereby authorized to enter into a contract with Rodriquez Mechanical Contractors, Inc., 541 S. 11th Street, Kansas City, KS 66105 for the replacement of the South Outer Road Watermain in the amount of $1,833,884.00. A copy of the proposed Contract is attached hereto as Exhibit “A” and is incorporated herein.

Section 2. City staff is directed to perform all tasks necessary to implement said contract including any budget amendments required.

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

PASSED by the City Council of the City of Blue Springs, Missouri, and approved by the Mayor of Blue Springs, this 6th day of October 2025.

CITY OF BLUE SPRINGS

ATTEST: Chris Lievsay, Mayor

Erin Ford, City Clerk

EXHIBIT A

EFFECTIVE DATE: October 8, 2025	TERMINATION DATE: July 31, 2026	CONTRACT NUMBER:

CITY	CONTRACTOR
City of Blue Springs **903 West Main Street** **Blue Springs, MO 64015**	**Rodriguez Mechanical Contractors Inc** **541 S. 11th Street** **Kansas City, KS 66105**
Department:Public Works	Attention: Chris Evinger
Phone: 816-228-0265	Phone: 913-281-1814

PUBLIC WORKS CONTRACT

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

WITNESSETH:

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

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

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

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

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

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

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

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

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

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

7. **Payment**.

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

b. **Total compensation not to exceed**. It is expressly understood that in no event will the total compensation and reimbursement to be paid to the Contractor under the terms of this Contract exceed the sum of **$1,833,884.00** unless agreed to by City and Contractor in writing.

8. **Termination of Contract.**

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

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

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

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

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

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

12. **Occupational License**: The Contractor shall obtain and maintain an occupational license with the City of Blue Springs, Missouri, if required by City Code and any required state or federal

license. The cost for this occupational license shall be borne by the Contractor. Contractor shall not purchase materials or begin work on this Contract until this occupational license has been obtained.

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

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

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

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

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

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

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

18. **Insurance.** Contractor agrees to maintain insurance as set forth below and provide to City certificates of coverage evidencing said coverage at the time of signing of this Contract and on each anniversary of such insurance coverage during the term of this Contract and any renewals,

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

until such new or additional security for the faithful performance of the work shall be furnished in a manner and form satisfactory to the City. The corporate surety on any performance must be licensed by the State of Missouri and if the required bond exceeds $25,000.00 must be listed in United States Treasury Circular 570.

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

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

23. **Site**. Contractor shall at all times, during the performance of the work, keep the project site clean and free from debris resulting from the work. Prior to discontinuing work in an area, Contractor shall clean the area and remove all rubbish and its construction equipment, tools, machinery, waste, and surplus materials.

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

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

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

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

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

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

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

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

26. **Enrollment in Work Authorization Program and Affidavit Concerning Employment of Unauthorized Aliens.** If this contract, awarded to a business entity, exceeds five thousand dollars, the business entity, and any subcontractors of the business entity, shall, by affidavit and provision of documentation, affirm its or their enrollment and participation in a federal work authorization program with respect to the employees working in connection with the contracted services. Every such business entity, and any subcontractors of the business entity, shall also affirm by the affidavit that it does not knowingly employ any person who is an unauthorized alien in connection with the contracted services. A subcontractor shall provide similar affidavit and documentation to the Contractor at the time the subcontractor is hired pursuant to Section 15 CSR 60-15.020. A federal work authorization program is any of the electronic verification of work authorization programs operated by the United States Department of Homeland Security or an equivalent federal work authorization program operated by the United States Department of Homeland Security to verify information of newly hired employees, under the Immigration Reform and Control Act of 1986 (IRCA), P.L.99-603. *A business entity is any person or group of persons performing or engaging in any activity, enterprise, profession, or occupation for gain, benefit, advantage, or livelihood. The term business entity shall include but not be limited to self-employed*

individuals (except it shall not include a self-employed individual with no employees), partnerships, corporations, contractors, and subcontractors.

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

Work Authorization Affidavit

STATE OF ~~MISSOURI~~ Kansas)
) ss.
COUNTY OF Wyandotte)

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

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

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

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

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

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

1. My name is Maxine Rodriguez and I am currently the Secretary of Rodriguez Mech Contr, Inc (hereinafter "Company"), whose business address is 3415 N. 11th St. KC, KS 66105, and I am authorized to make this Affidavit.

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

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

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

Affiant / Contractor

Maxine Rodriguez
Printed Name

Subscribed and sworn to before me this 30th day of September 2025

SEAL

BETH ANN SYMMONDS
Notary Public, State of Kansas
My Appointment Expires
10-21-27

Beth Ann Symmonds
Notary Public

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

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

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

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

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

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

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

RODRIGUEZ MECHANICAL CONTRACTORS INC

By: Maxine Rodriguez
Name: Maxine Rodriguez
Title: Secretary

CITY OF BLUE SPRINGS, MISSOURI

Christine Cates, City Administrator

APPROVED AS TO FORM

James Newell, Assistant City Attorney

Exhibit 1 to Contract Scope of Work		
Name of Contractor	Rodriguez Mechanical Contractors Inc	
Scope of Work (Job Description)	Replacement of the existing waterline along South Outer Road Blue Springs, MO in accordance with the construction documents attached as Attachment B. All work shall be performed in accordance with Contractor's Bid Proposal dated September 9, 2025 attached hereto and incorporated herein as Attachment A.	
Start Date	October 8, 2025	
Interim Deadlines (if applicable)	**Date**	**Phase of Project To Be Completed**
Final Completion Deadline	July 31, 2026	
Reimbursable Expenses	☒ None ☐ Travel, Lodging, Meals, Phone Calls, Copying, Postage	
Maximum Payment	$ 1,833,884.00	Maximum payment for services rendered
	$0.00	Maximum amount of expenses to be reimbursed
	$1,833,884.00	Total maximum amount to be paid to Contractor
Method of Payment	☐ Lump sum of entire amount upon satisfactory completion of project ☐ Monthly payments based on rate of $ per hour ☒ Incremental payments as follows: Monthly as billed based on percentage of work completed. ☒ **10**% retainage held until completion of project.	

SUBCONTRACTOR APPROVAL FORM

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

1. Name of Bidder: Rodriguez Mechanical Contractors Inc.

2. Address Bidder: 541 S. 11th street

Kansas City, Kansas 66105 913-281-1814
City State Zip Phone

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

Names and Addresses of Subcontractor Which the Contractor Anticipates Utilizing	Nature of Participation	$ Value of Subcontractor
D and C LCSR LLC	Asphalt repair	56,154.00

A. Total of Above 56,154.00

B. Total Bid Amount 1,858,365.00

Subcontractor Utilization as a % of Total Bid Amount: (A/B x 100) 3%

Chris Evinger
Name-Authorized Officer of Bidder

Signature-Office Bidder

9/9/25
Date

ARTICLE 10
BID FORM PROPOSAL

PROJECT NAME Water Main Relocation – NW South Outer Road BID TIME 3:00 PM

PROJECT LOCATION Blue Springs, MO BID DATE September 9, 2025

BIDDER NAME Rodriguez Mechanical Contractors Inc.

TO: City of Blue Springs ("Owner")

In response to the Invitation for Bids for Project No. LS25-1017, and in accordance with the Instructions to Bidders and other Bidding Documents, the undersigned Bidder declares that he has had an opportunity to examine the site of the Work and has carefully examined the Contract Documents therefore, including the Addenda identified below, and on the basis thereof, and being fully familiar with the local conditions affecting the Work, and upon written notice of award of contract, acknowledges and agrees to provide all labor, material, equipment, tools, management and supervision, safety and technical services, insurance, bonds and incidentals necessary or required for the faithful performance of the Contract Work in accordance with the above-referenced documents in a safe, timely and workmanlike manner for the following Base Bid Price:

BASE BID: One million, eight hundred fifty eight thousand three hundred sixty five dollars. (Amount in Words) Dollars ($ 1,833,884.00)

The Base Bid (Water Main #1, #2, #3, #4, & #5) amount is more fully itemized as follows:

ITEM	DESCRIPTION	UNIT	QUANTITY	UNIT PRICE	EXTENDED PRICE
1	Mobilization, Demobilization, Startup, Permits, Insurance and Bonds	LS	1	80,000.00	80,000.00
2	Traffic Control	LS	1	39,000.00	39,000.00
3	Clearing & Grubbing	AC	1.5	15,000.00	22,500.00
4	Pavement Demolition & Saw-cutting	SY	1,086	40.00	43,440.00
5	12-Inch Diameter C900 DR14 PVC Water Main, In Open-Cut Trench	LF	7,236	92.00	665,712.00
6	8-Inch Diameter C900 DR18 PVC Water Main, In Open-Cut Trench	LF	736	85.00	62,560.00
7	12-Inch Diameter C900 DR14 Restrained Joint PVC Water Main	LF	110	115.00	12,650.00
8	6-Inch Diameter C900 DR18 PVC Fire Line Transfer	EA	10	5,500.00	55,00.00
9	3/4–Inch Diameter Water Service Transfer	EA	3	2,250.00	6,750.00
10	1-Inch Diameter Water Service Transfer	EA	13	2,500.00	32,500.00
11	1.5-Inch Diameter Water Service Transfer	EA	5	3,250.00	16,250.00
12	2-Inch Diameter Water Service Transfer	EA	2	3,750.00	7,500.00
13	Detail "A"	EA	1	7,000.00	7,000.00
14	Detail "B"	EA	3	5,500.00	16,500.00
15	Detail "C"	EA	1	3,500.00	3,500.00
16	Detail "D"	EA	2	4,750.00	9,500.00
17	Detail "E"	EA	1	6,500.00	6,500.00
18	Detail "F"	EA	2	3,000.00	6,000.00
19	12-Inch 45° M.J. Bends	EA	16	1,400.00	22,400.00
20	12-Inch 22.5° M.J. Bends	EA	8	1,350.00	10,800.00
21	12-Inch 11.25° M.J. Bends	EA	19	1,300.00	24,700.00
22	8-Inch 45° M.J. Bends	EA	6	1,000.00	6,000.00
23	12-Inch M.J. Butterfly Valve	EA	4	14,050.00	56,200.00

24	Fire Hydrant Assembly	EA	26	7,500.00	195,000.00
25	24-Inch Diameter RCP Storm Sewer Pipe	LF	40	140.00	5,600.00
26	Concrete Curb & Gutter Repair	LF	380	65.00	24,700.00
27	Flowable Fill Concrete Pavement Repair	CY	910	145.00	131,950.00
28	Asphalt Pavement Repair	SF	4238	14.00	59,332.00
29	Concrete Driveway Repair	SF	843	16.00	13,488.00
30	Gravel Driveway Repair	SF	231	6.00	1,386.00
31	Concrete Sidewalk Repair	SF	1735	14.00	24,290.00
32	New Concrete Sidewalk Construction	SF	1334	14.00	18,676.00
33	ADA Sidewalk Ramp	EA	6	4,500.00	27,000.00
34	Compacted Granular Backfill	TON	4,120	25.00	103,000.00
35	Finish Grading and Seeding	AC	3.0	5,500.00	16,500.00
				Total Base Bid	1,833,884.00

SOLID ROCK EXCAVATION

1. Class "B" excavation not exceeding 50 CY for utility trench rock excavation. $ 135.00 /Yd³
2. Class "B" excavation ranging from 50 CY to 100 CY for utility trench rock excavation. $ 135.00 /Yd³
3. Class "B" excavation exceeding 100 CY for utility trench rock excavation. $ 135.00 /Yd³

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

Addenda

The undersigned Bidder acknowledges the following Addenda, if any:

Addendum No.: 1 dated 9/3/25 pages _____

Addendum No.: 2 dated 9/5/25 pages _____

Addendum No.: _____ dated _____ pages _____

Addendum No.: _____ dated _____ pages _____

Acknowledgements

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

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

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

The Bid Security attached hereto, in the sum of 1,833,884.00 Dollars ($ 91,694.20) shall become the property of the Owner in the event that the Owner-Contractor Agreement and the Bond(s) are not executed and delivered to the Owner within the time set forth above, as liquidated damages (and not as a penalty) for the delay and additional expense to the Owner caused thereby.

Paul R

(Signature)

Paul Rodriguez President

(Print Name)

Rodriquez Mechanical Contractors Inc.

(Company Name)

541 S. 11th street Kansas City, KS

(Address)

913-281-1814

(Telephone Number)

(Seal – If bid by a Corporation)

BID BOND

CONTRACTOR (Name and Address):

Rodriguez Mechanical Contractors, Inc.
541 South 11th Street
Kansas City , KS 66105

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

Employers Mutual Casualty Company
P.O. Box 712
Des Moines, IA 50306-0712

CITY (Name and Address):

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

BID

BID DUE DATE: September 9, 2025 at 3:00 p.m.
Project: Water Main Relocation - NW South Outer Road

BOND

BOND NUMBER: N/A
DATE: (Not Later than Bid Due Date): September 9, 2025
PENAL SUM: Five Percent (5%) of the Amount Bid

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

CONTRACTOR	SURETY
Rodriguez Mechanical Contractors, Inc. Contractor's Name and Corporate Seal	Employers Mutual Casualty Company Surety's Name and Corporate Seal
By: _____ Signature and Title President	By: _____ Signature and Title Tahitia M. Fry, Attorney-in-Fact (Attach Power of Attorney)
Attest: _____ Signature and Title Secretary	Attest: _____ Signature and Title Rebecca S. Leal, Witness

Surety Phone No. (515) 280-2511

Note:

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

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

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

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

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

P.O. Box 712 • Des Moines, Iowa 50306-0712

EMC INSURANCE

POWER OF ATTORNEY APPOINTING INDIVIDUAL ATTORNEY-IN-FACT

KNOW ALL MEN BY THESE PRESENTS, that:

1. Employers Mutual Casualty Company, an Iowa Corporation
2. EMCASCO Insurance Company, an Iowa Corporation
3. Union Insurance Company of Providence, an Iowa Corporation
4. Illinois EMCASCO Insurance Company, an Iowa Corporation
5. Dakota Fire Insurance Company, a North Dakota Corporation
6. EMC Property & Casualty Company, an Iowa Corporation

hereinafter referred to severally as "Company" and collectively as "Companies", each does, by these presents, make, constitute and appoint:

MARY T. FLANIGAN, CHRISTY M. BRAILE, DEBRA J. SCARBOROUGH, CHARISSA D. LECUYER, REBECCA S. LEAL, EVAN D. SIZEMORE, PATRICK T. PRIBYL, JEFFREY C. CAREY, CHARLES R. TETER,III, C. STEPHENS GRIGGS, TAHITIA M. FRY, Kellie A Meyer, Lauren Scott, Veronica Lawver

its true and lawful attorney-in-fact, with full power and authority conferred to sign, seal, and execute the Surety Bond:

Any and All Bonds

and to bind each Company thereby as fully and to the same extent as if such instruments were signed by the duly authorized officers of each such Company, and all of the acts of said attorney pursuant to the authority hereby given are hereby ratified and confirmed.

The authority hereby granted shall expire October 10th , 2025 , unless sooner revoked.

AUTHORITY FOR POWER OF ATTORNEY

This Power-of-Attorney is made and executed pursuant to and by the authority of the following resolution of the Boards of Directors of each of the Companies at the first regularly scheduled meeting of each company duly called and held in 1999:

RESOLVED: The President and Chief Executive Officer, any Vice President, the Treasurer and the Secretary of Employers Mutual Casualty Company shall have power and authority to (1) appoint attorneys-in-fact and authorize them to execute on behalf of each Company and attach the seal of the Company thereto, bonds and undertakings, recognizances, contracts of indemnity and other writings obligatory in the nature thereof; and (2) to remove any such attorney-in-fact at any time and revoke the power and authority given to him or her. Attorneys-in-fact shall have power and authority, subject to the terms and limitations of the power-of-attorney issued to them, to execute and deliver on behalf of the Company, and to attach the seal of the Company thereto, bonds and undertakings, recognizances, contracts of indemnity and other writings obligatory in the nature thereof, and any such instrument executed by any such attorney-in-fact shall be fully and in all respects binding upon the Company. Certification as to the validity of any power-of-attorney authorized herein made by an officer of Employers Mutual Casualty Company shall be fully and in all respects binding upon this Company. The facsimile or mechanically reproduced signature of such officer, whether made heretofore or hereafter, wherever appearing upon a certified copy of any power-of-attorney of the Company, shall be valid and binding upon the Company with the same force and effect as though manually affixed.

IN WITNESS THEREOF, the Companies have caused these presents to be signed for each by their officers as shown, and the Corporate seals to be hereto affixed this 22nd day of September , 2022 .

Scott R. Jean, President & CEO
of Company 1; Chairman, President
& CEO of Companies 2, 3, 4, 5 & 6

Todd Strother, Executive Vice President
Chief Legal Officer & Secretary of
Companies 1, 2, 3, 4, 5 & 6

SEAL — ILLINOIS EMCASCO INSURANCE COMPANY — CORPORATE — IOWA

SEAL — UNION INSURANCE COMPANY OF PROVIDENCE — INCORPORATED — 1863 — IOWA

SEAL — EMC PROPERTY & CASUALTY CO. — INCORPORATED — 1953 — IOWA

SEAL — EMCASCO INSURANCE COMPANY — CORPORATE — IOWA

SEAL — DAKOTA FIRE INSURANCE COMPANY — CORPORATE — NORTH DAKOTA

SEAL — EMPLOYERS MUTUAL CASUALTY CO. — CORPORATE — DES MOINES, IOWA

KATHY LOVERIDGE
Commission Number 780769
My Commission Expires
October 10, 2025

On this 22nd day of September , 2022 before me a Notary Public in and for the State of Iowa, personally appeared Scott R. Jean and Todd Strother, who, being by me duly sworn, did say that they are, and are known to me to be the CEO, Chairman, President, Executive Vice President, Chief Legal Officer and/or Secretary, respectively, of each of the Companies above; that the seals affixed to this instrument are the seals of said corporations; that said instrument was signed and sealed on behalf of each of the Companies by authority of their respective Boards of Directors; and that the said Scott R. Jean and Todd Strother, as such officers, acknowledged the execution of said instrument to be their voluntary act and deed, and the voluntary act and deed of each of the Companies.

My Commission Expires October 10, 2025.

Kathy Loveridge
Notary Public in and for the State of Iowa

CERTIFICATE

I, Ryan J. Springer, Vice President of the Companies, do hereby certify that the foregoing resolution of the Boards of Directors by each of the Companies, and this Power of Attorney issued pursuant thereto on 22nd day of September , 2022 , are true and correct and are still in full force and effect.

In Testimony Whereof I have subscribed my name and affixed the facsimile seal of each Company this 9th day of September , 2025 .

Ryan J. Springer, Vice President

"For verification of the authenticity of the Power of Attorney you may call (515) 345-7548."

NON-COLLUSION AFFIDAVIT

State of ~~Missouri~~ Kansas)
S.S.
County of Wyandotte)

Paul Rodriguez, being first duly sworn, deposes and says that:

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

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

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

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

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

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

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

Signed: _____

Title: President

Subscribed and sworn to before me this 9th day of Sept, 2025.

_____
Notary Public

My Commission expires: 10-21-2027

BETH ANN SYMMONDS
Notary Public, State of Kansas
My Appointment Expires
10-21-2027

ADDENDUM NO. 1

DATE: September 3, 2025

OWNER: City of Blue Springs
903 W. Main Street
Blue Springs, MO 64015

SUBJECT: Addendum No. 1 – Water Main Relocation – NW South Outer Road
Cochran Project No. LS25-1017

This Addendum forms a part of the Bidding and Contract Documents and modifies the original Bidding Documents. **FAILURE TO ACKNOWLEDGE RECIEPT OF ADDENDUM MAY SUBJECT BIDDER TO DISQUALIFICATION.**

ATTACHMENTS

Pre-bid Meeting Questions

Bid Form Proposal (IB-7 to IB-9)

Solid Rock Exploration Data (separate attachments)

END OF ADDENDUM NO. 1

ADDENDUM NO. 2

DATE: September 5, 2025

OWNER: City of Blue Springs
903 W. Main Street
Blue Springs, MO 64015

SUBJECT: Addendum No. 2 – Water Main Relocation – NW South Outer Road
Cochran Project No. LS25-1017

This Addendum forms a part of the Bidding and Contract Documents and modifies the original Bidding Documents. **FAILURE TO ACKNOWLEDGE RECIEPT OF ADDENDUM MAY SUBJECT BIDDER TO DISQUALIFICATION.**

ATTACHMENTS

- *Bid Form Proposal (IB-7 to IB-9)*
  - *Changed line items 5 and 7 from C909 to C900*
- *Job Special Provisions (JSP1 – JSP5)*
  - *Changed line items 5 and 7 from C909 to C900*
  - *Changed line item 6 from C909 DR14 to C900 DR18*
- *Plan Set*
  - *Updated plans to show 12-inch diameter pipes as C900 DR14 PVC*
  - *Updated plans to show 8-inch diameter pipes as C900 DR18 PVC*

END OF ADDENDUM NO. 2

DWG NAME: N:\Jobs\2025\LS25-1017 Blue Springs Task Order #5 NW South Outer Road Water Main\ENGINEERING\AUTOCAD DRAWINGS\03_Construction Drawings\00 - Title.dwg LAYOUT TAB: 24x36 Title PLOTTED ON: Sep 05, 2025 - 2:03pm PLOTTED BY: cmurrow

CONTACT INFORMATION

OWNER / DEVELOPER

OWNER: CITY OF BLUE SPRINGS
REPRESENTATIVE: DENNIS DOVEL
ADDRESS: 903 W. MAIN STREET, BLUE SPRINGS, MO 64015
PHONE: (816) 228-0265

WATER / SEWER

OWNER: CITY OF BLUE SPRINGS
REPRESENTATIVE: JACKSON MALOTT
ADDRESS: 500 SE SUNNYSIDE SCHOOL RD, BLUE SPRINGS, MO 64014
PHONE: (816) 228-0195

ELECTRIC

OWNER: EVERGY
REPRESENTATIVE: GARY JONES
ADDRESS: 1105 SE US HWY 40, BLUE SPRINGS, MO 64014
PHONE: (816) 220-5213

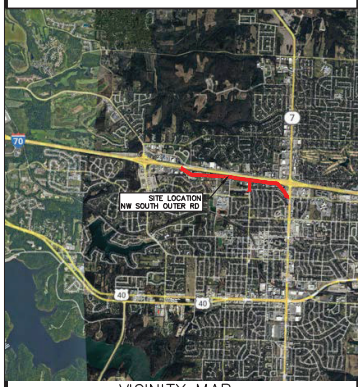
GAS

OWNER: SPIRE
REPRESENTATIVE: N/A
ADDRESS: 1117 S PLEASANT ST, INDEPENDENCE, MO 64050
PHONE: (816) 756-5252

TELEPHONE

OWNER: AT&T
REPRESENTATIVE: ANDREW REED
ADDRESS: N/A
PHONE: (816) 223-5095

SPECIAL NOTES :



VICINITY MAP
NO SCALE

WATER MAIN RELOCATION
NW SOUTH OUTER ROAD
BLUE SPRINGS, MISSOURI

THE CITY OF BLUE SPRINGS • MISSOURI •

903 W. MAIN STREET
BLUE SPRINGS, MISSOURI
64015
(816) 228-0265

PROJECT NO. LS25-1017

COCHRAN

- CIVIL ENGINEERING
- LAND SURVEYING
- ARCHITECTURE
- SITE DEVELOPMENT
- MASTER PLANNING
- GENERAL CONSULTING

618 SW 3RD STREET, SUITE H, LEE'S SUMMIT, MO 64063
TELEPHONE (816) 207-5771
E-MAIL mail@cochraneng.com

AUGUST, 2025

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DETAIL SHEET	D2
DETAIL SHEET	D3

STATE OF MISSOURI
TOBY L. WILLIAMS
NUMBER
PE-2019038948
PROFESSIONAL ENGINEER

08/18/2025
DATE

Toby L. Williams No. PE-2019038948
Registered Professional Engineer
State of Missouri for Cochran

Three working days prior to the start of any excavation on this site, contractor shall call 1-800-DIG-RITE for utility location information.

All OSHA rules & regulations established for the type of construction required by these plans shall be strictly followed (ie. Trenching, Blasting, etc.)

EROSION CONTROL NOTES:

1. Contractor shall follow APWA Guidelines for Erosion Control requirements.
2. Land disturbing activities shall not commence until approval to do so has been received by governing agencies and until all erosion control measures have been taken.
3. Contractor shall assure positive drainage from buildings for all natural & paved areas.
4. No land clearing or grading shall begin until all erosion control measures have been installed.
5. Site grading shall not proceed until erosion control measures have been taken.
6. Should construction stop for longer than 14 days, the site shall be seeded as specified by temporary seeding mix per APWA 5100.
7. Maintain erosion control measures after each rain and at least once a week.
8. This plan shall not be considered all inclusive as the contractor shall take all necessary precautions to prevent soil sediment from leaving the site.
9. Contractor shall comply with all city, state, and local ordinances that apply.
10. Additional erosion and sediment control measures will be installed if deemed necessary by on site inspection.
11. If installation of storm drainage system should be interrupted by weather or nightfall, the pipe ends shall be covered with filter fabric.
12. Contractor shall be responsible to take whatever means necessary to establish permanent soil stabilization.
13. The contractor is responsible for keeping stormwater run-off and siltation under control during construction.
14. Contractor shall maintain the site in a well-drained manner in order to assume the shortest possible drying time after each rainfall. This will mean that pumping of standing water in low areas on the site will most likely be required during construction.
15. It shall be the contractor's responsibility to keep mud and silt on site off of streets.
16. In areas where french drain & storm sewer share the same trench, backfill shall be clean to allow for proper drainage.

GENERAL PLAN NOTES

1. The sitework on this project shall meet or exceed City of Blue Springs Design and Construction Manual and Missouri Department of Natural Resources standards and specifications.
2. Bearings referenced to grid north of the Missouri Coordinate System of 1983, West Zone and elevations referenced to NAVD 1988 per GPS observations utilizing the MoDOT VRS RTK network and monumenta for station JA-140.
3. Project benchmark is MO G.R.S. monument JA-140 Elev. of 917.98 (NAVD 88). Site benchmark is the top nut on an existing fire hydrant on NW South Outer Road shown on Sheet C1, Elev. = 947.01 (NAVD 88).
4. This property is within "Zone X" (Unshaded). Areas determined to be outside of the 0.2% Annual Chance Floodplain per Flood Insurance Rate Map for City of Blue Springs, Missouri and Incorporated areas, Map Numbers 29095C0316D, 29095C0318D, and 29095C0319D, Effective Date January 20, 2017.
5. The contractor is encouraged to visit the site prior to submitting their bid for this project.
6. In accordance with generally accepted construction practices, the Contractor will be solely and completely responsible for conditions of the job site, including safety of all persons and property during performance of the work. This requirement will apply continuously and not be limited to normal working hours. Contractor will be responsible for providing and maintaining all barricades, warning signs, flashing lights and traffic control devices during construction. Contractor to comply with all OSHA regulation requirements and safety meeting requirement.
7. Underground structures, facilities and utilities have been plotted from available surveys and records. Therefore, their locations must be considered approximate only. There may be others, the existence of which is presently not known.
8. No investigation has been performed by Cochran regarding hazardous waste, underground conditions or utilities affecting the tract shown hereon.
9. Contractor to contact telephone, electric, gas, water and cable companies to have underground utilities located on this site and adjacent to this site prior to doing any excavating.
10. The Contractor is specifically cautioned that the location and/or elevation of existing utilities as shown on these plans is based on records of the various utility companies and, where possible, measurements taken in the field. The information is not to be relied on as being exact or complete. The Contractor must call the appropriate utility company to request exact field location of utilities. It shall be the responsibility of the Contractor to relocate all existing utilities, which conflict with the new improvements shown on plans.
11. All trenches under paved areas shall be backfilled with granular material and compacted to meet compaction requirements for the road/parking lot unless otherwise noted.
12. All survey monuments disturbed during construction shall be replaced by a licensed land surveyor licensed in the state in which this project is located at the Contractor's expense.
13. Contractor shall coordinate adjustments to existing utilities with appropriate utility company as work progresses.
14. Contractor shall coordinate the scheduling and location of the demolition and installation of all utilities, including stakeout, conduit required, trenching required, etc. Contractor shall contact each utility provider with at least 30 days advance notice of any work to be done.
15. Contractor shall provide a minimum of 24" of vertical clearance between sanitary sewer and waterlines and a minimum of 18" of clearance between storm sewers and waterlines. This may mean that lowering of waterlines may be necessary.
16. All trenching, pipe laying, and backfilling shall be in accordance with Federal OSHA Regulations.
17. Utility Contractor shall have approval of all governing agencies having jurisdiction over this system prior to installation.
18. All necessary inspections, testing, and/or certifications required by codes, the County, and/or utility service companies shall be performed prior to the final connection of services.
19. Contractor shall saw cut all curb and gutter sections, concrete medians and along pavement where required for utility trenching. Contractor shall maintain traffic flow and provide traffic control throughout construction.
20. All existing structures unless otherwise noted to remain, (i.e. fencing, trees, concrete, asphalt pavement, utilities, etc.) within the construction area shall be removed and disposed off-site in a manner meeting local and state regulations. Any burning on site shall be subject to local and state ordinances and the Owner's Specifications.
21. If any existing structures to remain are damaged during construction it shall be the Contractor's responsibility to repair and/or replace the existing structure as necessary to return it to existing conditions or better.
22. It shall be the contractor's responsibility to keep all mud and silt on site and off of streets.
23. New water lines shall be C909 DR14 PVC pipe. New waterlines less than 2" and smaller shall be Type K-Copper pipe. All waterlines constructed shall have a minimum of 42 inches of cover below finished grade, unless otherwise indicated on plans.

618 SW 3RD STREET, UNIT H 816-207-5771 (tel)
LEE'S SUMMIT, Missouri 64063 www.cochraneng.com
COCHRAN • Civil Engineering • Land Development • Architecture • Site Development • Surveying • Water Resource Planning
Missouri State Certificate of Authority Numbers: Engineering : 2024016417

Three working days prior to the start of any excavation within the public right-of-way, call 1-800-DIG-RITE for utility location information.

All OSHA rules & regulations established for the type of construction for the job shown hereon shall be strictly followed at all times during this project.

STATE OF MISSOURI
TOBY L. WILLIAMS
NUMBER PE-2019038943
PROFESSIONAL ENGINEER
08/12/2025

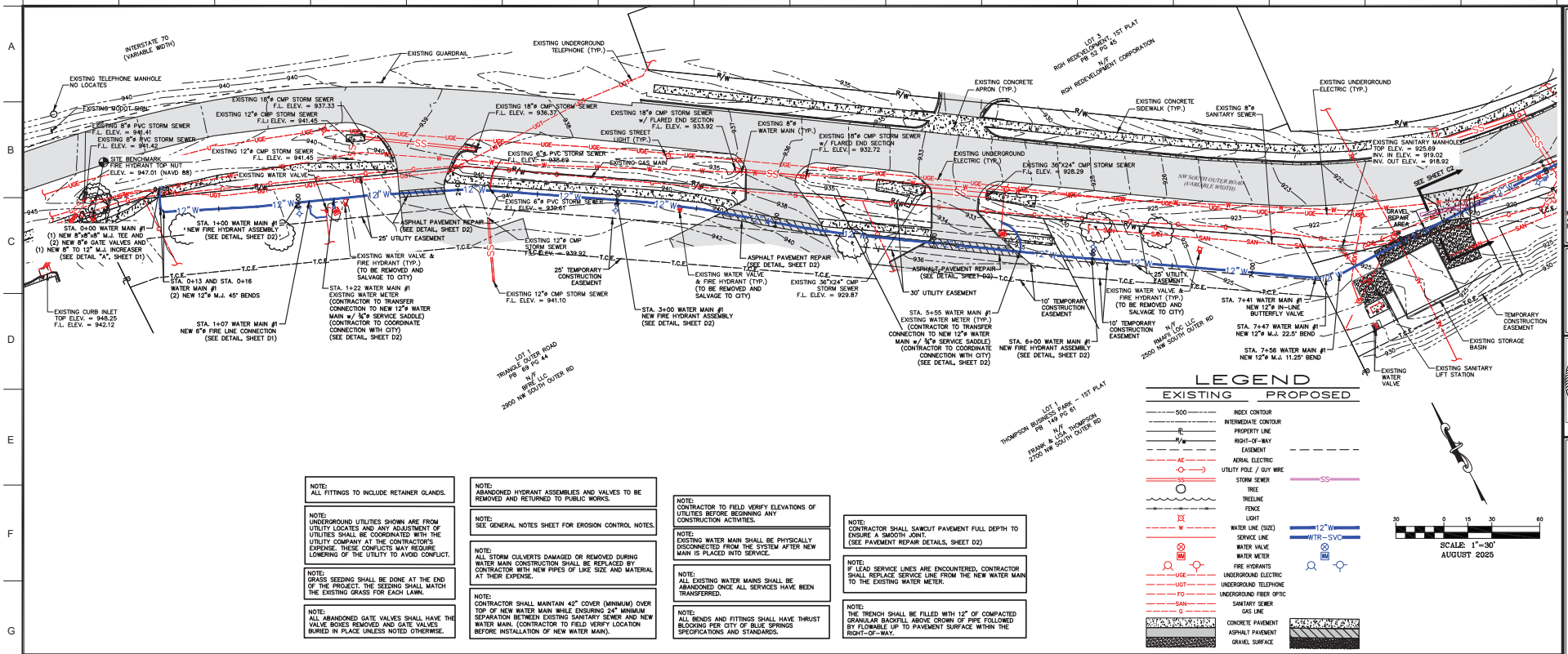
WATER MAIN RELOCATION
NW SOUTH OUTER ROAD
BLUE SPRINGS, MISSOURI

DRWN. BY:	APPD. BY:
MCH	TLW

DATE: AUG. 12, 2025
HOR. SCALE: NO SCALE
VERT. SCALE: NO SCALE
PROJ. NO.: LS25-1017
DRWG. NO.: *N1*

GENERAL NOTES

DWG NAME: N:\Jobs\2025\LS25-1017 Blue Springs Task Order #5 NW South Outer Road Water Main\ENGINEERING\AUTOCAD DRAWINGS\03_Construction Drawings\N1 - Notes.dwg LAYOUT TAB: N1 PLOTTED ON: Sep 05, 2025 - 2:03pm PLOTTED BY: cmurrow



NOTE:
ALL FITTINGS TO INCLUDE RETAINER GLANDS.

NOTE:
UNDERGROUND UTILITIES SHOWN ARE FROM UTILITY LOCATES AND ANY ADJUSTMENT OF UTILITIES SHALL BE COORDINATED WITH THE UTILITY COMPANY AT THE CONTRACTOR'S EXPENSE. THESE CONFLICTS MAY REQUIRE LOWERING OF THE UTILITY TO AVOID CONFLICT.

NOTE:
GRASS SEEDING SHALL BE DONE AT THE END OF THE PROJECT. THE SEEDING SHALL MATCH THE EXISTING GRASS FOR EACH LAWN.

NOTE:
ALL ABANDONED GATE VALVES SHALL HAVE THE VALVE BOXES REMOVED AND GATE VALVES BURIED IN PLACE UNLESS NOTED OTHERWISE.

NOTE:
ABANDONED HYDRANT ASSEMBLIES AND VALVES TO BE REMOVED AND RETURNED TO PUBLIC WORKS.

NOTE:
SEE GENERAL NOTES SHEET FOR EROSION CONTROL NOTES.

NOTE:
ALL STORM CULVERTS DAMAGED OR REMOVED DURING WATER MAIN CONSTRUCTION SHALL BE REPLACED BY CONTRACTOR WITH NEW PIPES OF LIKE SIZE AND MATERIAL AT THEIR EXPENSE.

NOTE:
CONTRACTOR SHALL MAINTAIN 42" COVER (MINIMUM) OVER TOP OF NEW WATER MAIN WHILE ENSURING 24" MINIMUM SEPARATION BETWEEN EXISTING SANITARY SEWER AND NEW WATER MAIN. (CONTRACTOR TO FIELD VERIFY LOCATION BEFORE INSTALLATION OF NEW WATER MAIN).

NOTE:
CONTRACTOR TO FIELD VERIFY ELEVATIONS OF UTILITIES BEFORE BEGINNING ANY CONSTRUCTION ACTIVITIES.

NOTE:
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NOTE:
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NOTE:
ALL BENDS AND FITTINGS SHALL HAVE THRUST BLOCKING PER CITY OF BLUE SPRINGS SPECIFICATIONS AND STANDARDS.

NOTE:
CONTRACTOR SHALL SAWCUT PAVEMENT FULL DEPTH TO ENSURE A SMOOTH JOINT.
(SEE PAVEMENT REPAIR DETAILS, SHEET D2)

NOTE:
IF LEAD SERVICE LINES ARE ENCOUNTERED, CONTRACTOR SHALL REPLACE SERVICE LINE FROM THE NEW WATER MAIN TO THE EXISTING WATER METER.

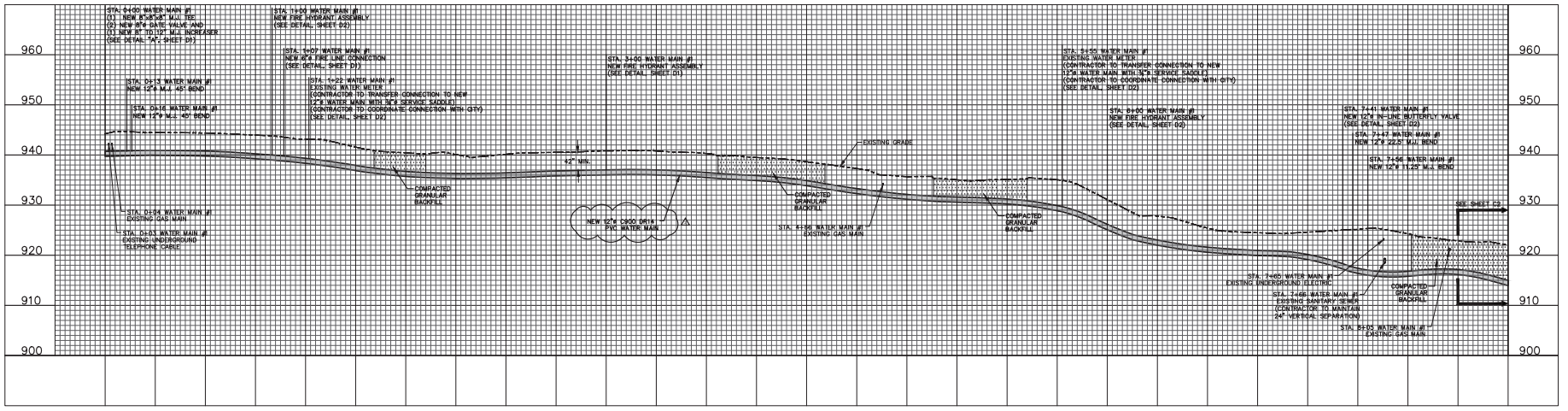
NOTE:
THE TRENCH SHALL BE FILLED WITH 12" OF COMPACTED GRANULAR BACKFILL ABOVE CROWN OF PIPE FOLLOWED BY FLOWABLE UP TO PAVEMENT SURFACE WITHIN THE RIGHT-OF-WAY.

LEGEND

EXISTING	PROPOSED	
500		INDEX CONTOUR
		INTERMEDIATE CONTOUR
P		PROPERTY LINE
R/W		RIGHT-OF-WAY
		EASEMENT
AE		AERIAL ELECTRIC
		UTILITY POLE / GUY WIRE
SS	SS	STORM SEWER
		TREE
		TREELINE
		FENCE
		LIGHT
W	12"W	WATER LINE (SIZE)
	WTR-SVC	SERVICE LINE
		WATER VALVE
		WATER METER
		FIRE HYDRANTS
UGE		UNDERGROUND ELECTRIC
UGT		UNDERGROUND TELEPHONE
FO		UNDERGROUND FIBER OPTIC
SAN		SANITARY SEWER
G		GAS LINE
		CONCRETE PAVEMENT
		ASPHALT PAVEMENT
		GRAVEL SURFACE

SCALE: 1"=30'
AUGUST 2025

WATER MAIN #1: STA. 0+00 TO STA. 8+10



618 SW 3RD STREET, UNIT H 816-207-5771 (tel.)
LEE'S SUMMIT, Missouri 64063 www.cochraneng.com
Civil Engineering
Surveying
Architecture
Site Development
Water & Wastewater
Master Planning
COCHRAN
Missouri State Certificate of Authority Numbers: Engineering : 2024016417

Three working days prior to the start of any excavation call 1-800-DIG-RITE for utility location information.

All OSHA rules & regulations established for the job site must be strictly followed. All trenching, shoring, etc.

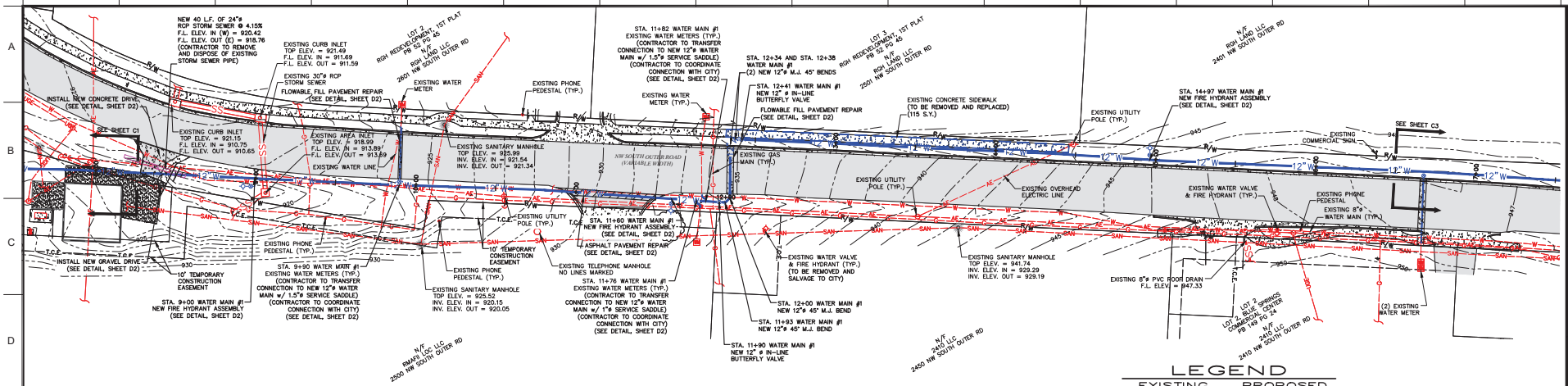
STATE OF MISSOURI
TOBY L. WILLIAMS
NUMBER PE-2019038043
PROFESSIONAL ENGINEER
08/12/2025

WATER MAIN RELOCATION
NW SOUTH OUTER ROAD
BLUE SPRINGS, MISSOURI

DRN BY	CHM
APPD BY	TLW
REVISIONS	ADDENDUM NO. 2
DATE	9/5/2025
DRN BY	MCH
APPD BY	TLW
DATE	AUG. 12, 2025
HOR. SCALE	1"=30'
VERT. SCALE	1"=10'
PROJ. NO.	LS25-1017
DWG. NO.	C1

WATER MAIN #1: STA. 0+00 TO STA. 8+10

DWG NAME: N:\Jobs\2025\LS25-1017 Blue Springs Task Order #5 NW South Outer Road Water Main\ENGINEERING\AUTOCAD DRAWINGS\03_Construction Drawings\C1 - Watermain STA. 0+00 to STA. 8+10.dwg LAYOUT TAB: Watermain Sta. 0+00 to Sta. 8+10 PLOTTED ON: Sep 05, 2025 - 2:04pm PLOTTED BY: rweber



NOTE:
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SEE GENERAL NOTES SHEET FOR EROSION CONTROL NOTES.

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NOTE:
CONTRACTOR SHALL MAINTAIN 42" COVER (MINIMUM) OVER TOP OF NEW WATER MAIN WHILE ENSURING 24" MINIMUM SEPARATION BETWEEN EXISTING SANITARY SEWER AND NEW WATER MAIN. (CONTRACTOR TO FIELD VERIFY LOCATION BEFORE INSTALLATION OF NEW WATER MAIN).

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NOTE:
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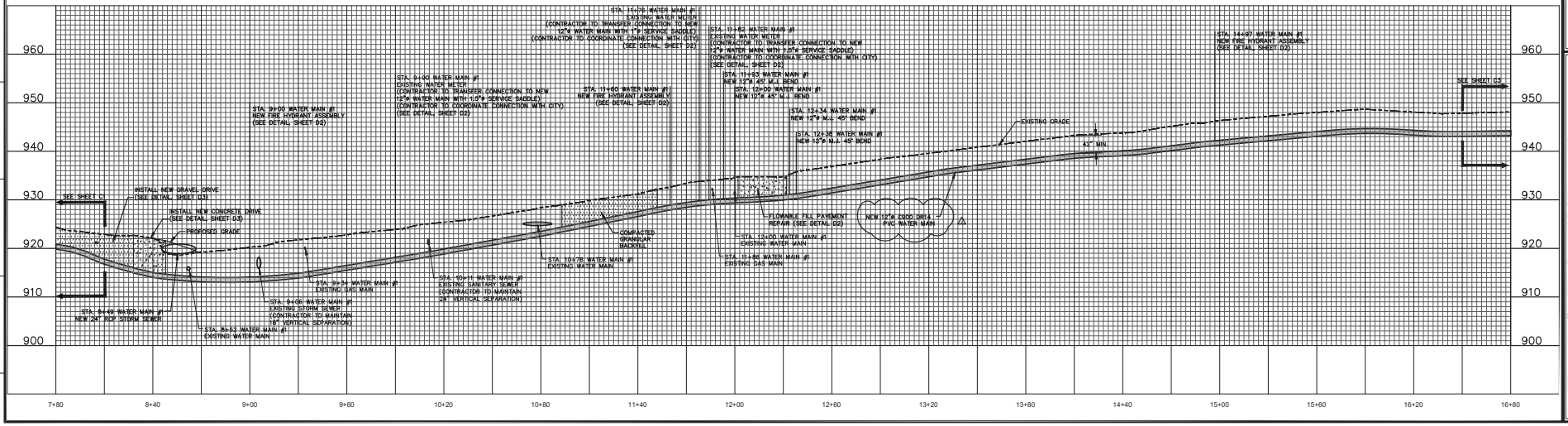
LEGEND

EXISTING	PROPOSED
500	INDEX CONTOUR
	INTERMEDIATE CONTOUR
P	PROPERTY LINE
R/W	RIGHT-OF-WAY
	EASEMENT
AE	AERIAL ELECTRIC
	UTILITY POLE / GUY WIRE
SS	STORM SEWER
	TREE
	TREELINE
	FENCE
	LIGHT
W	WATER LINE (SIZE)
	SERVICE LINE
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SS
12"W
WTR-SVC

SCALE: 1"=30'
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WATER MAIN #1: STA. 8+10 TO STA. 16+50



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618 SW 3RD STREET, UNIT H 816-207-5771 (tel.)
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TOBY L. WILLIAMS
NUMBER PE-2019038043
PROFESSIONAL ENGINEER
08/12/2025

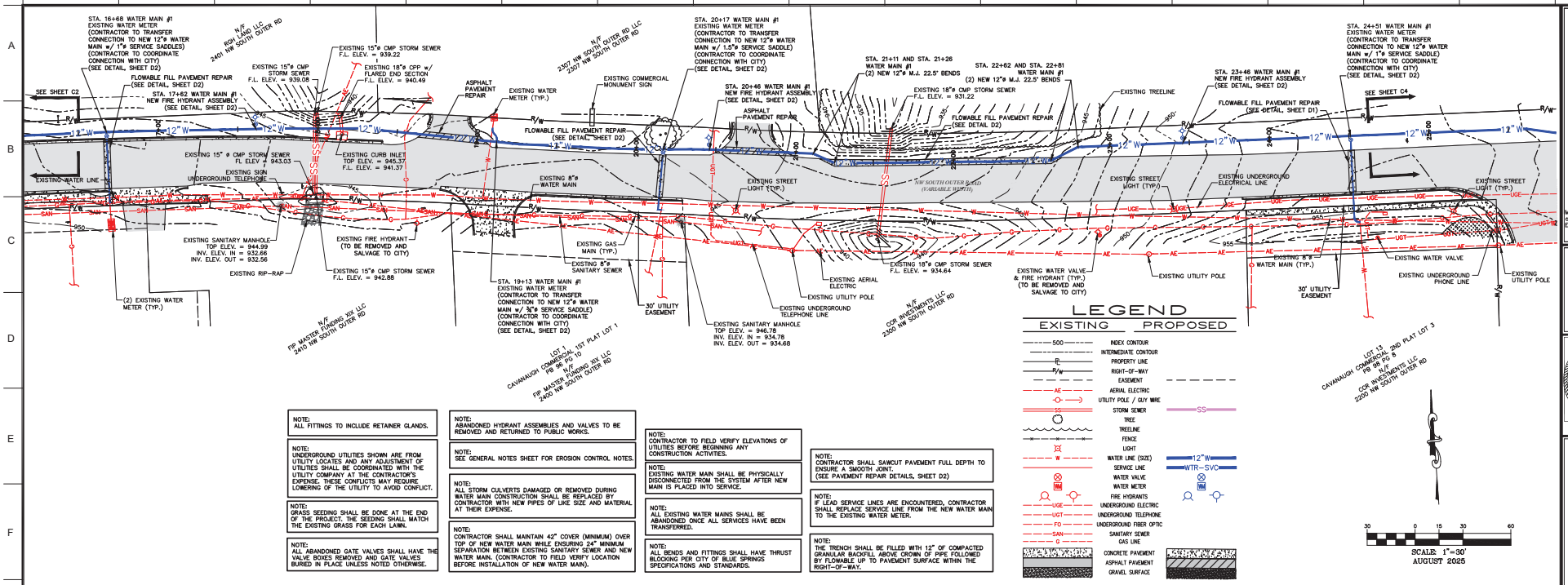
WATER MAIN RELOCATION
NW SOUTH OUTER ROAD
BLUE SPRINGS, MISSOURI

NO.	REVISIONS	DATE	APPD. BY
1	ADDENDUM NO. 2	9/5/2025	TLW

DRW. BY: CRM
APPD. BY: TLW
DATE: AUG. 12, 2025
HOR. SCALE: 1"=30'
VERT. SCALE: 1"=10'
PROJ. NO.: LS25-1017
DWG. NO.: C2

WATER MAIN #1: STA. 8+10 TO STA. 16+50

DWG NAME: N:\Jobs\2025\LS25-1017 Blue Springs Task Order #5 NW South Outer Road Water Main\ENGINEERING\AUTOCAD DRAWINGS\03_Construction Drawings\C2 - Watermain STA. 8+10 to STA. 16+50.dwg LAYOUT TAB: Watermain Sta. 8+10 to Sta. 16+50 PLOTTED ON: Sep 05, 2025 - 2:05pm PLOTTED BY: mwicker



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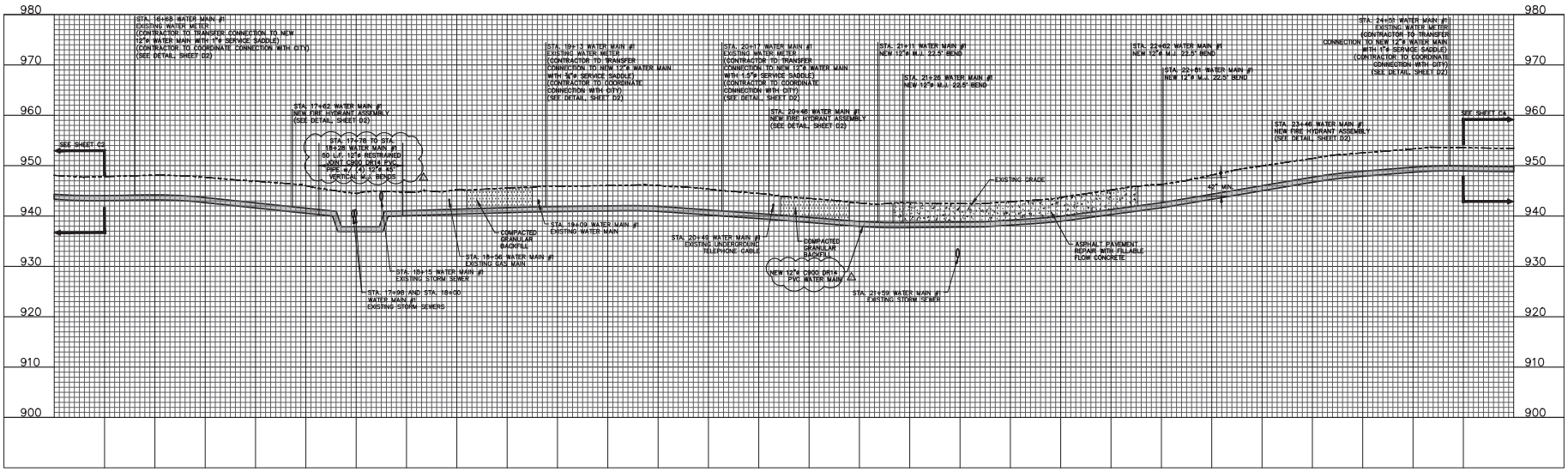
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LEGEND

EXISTING	PROPOSED	
500		INDEX CONTOUR
		INTERMEDIATE CONTOUR
P		PROPERTY LINE
R/W		RIGHT-OF-WAY
		EASEMENT
AE		AERIAL ELECTRIC
		UTILITY POLE / GUY WIRE
SS	SS	STORM SEWER
		TREE
		TREELINE
		FENCE
		LIGHT
W	12"W	WATER LINE (SIZE)
	WTR-SVC	SERVICE LINE
		WATER VALVE
		WATER METER
		FIRE HYDRANTS
UGE		UNDERGROUND ELECTRIC
UGT		UNDERGROUND TELEPHONE
FO		UNDERGROUND FIBER OPTIC
SAN		SANITARY SEWER
G		GAS LINE
		CONCRETE PAVEMENT
		ASPHALT PAVEMENT
		GRAVEL SURFACE

30 0 15 30 60
SCALE: 1"=30'
AUGUST 2025

WATER MAIN #1: STA. 16+50 TO STA. 24+60



618 SW 3RD STREET, UNIT H 816-207-5771 (tel.)
LEE'S SUMMIT, Missouri 64063 www.cochraneng.com
Civil Engineering
Surveying
Architecture
Site Development
Water Resources
Master Planning
COCHRAN
Missouri State Certificate of Authority Numbers: Engineering : 2024016417

Three working days prior to the start of any excavation, contact Dig-Rite, Inc. call 1-800-DIG-RITE for utility location information.

All OSHA rules & regulations established for the job site must be adhered to. Items shall be strictly followed by trenching, shoring, etc.

STATE OF MISSOURI
TOBY L. WILLIAMS
NUMBER PE-2019038943
PROFESSIONAL ENGINEER
08/12/2025

WATER MAIN RELOCATION
NW SOUTH OUTER ROAD
BLUE SPRINGS, MISSOURI

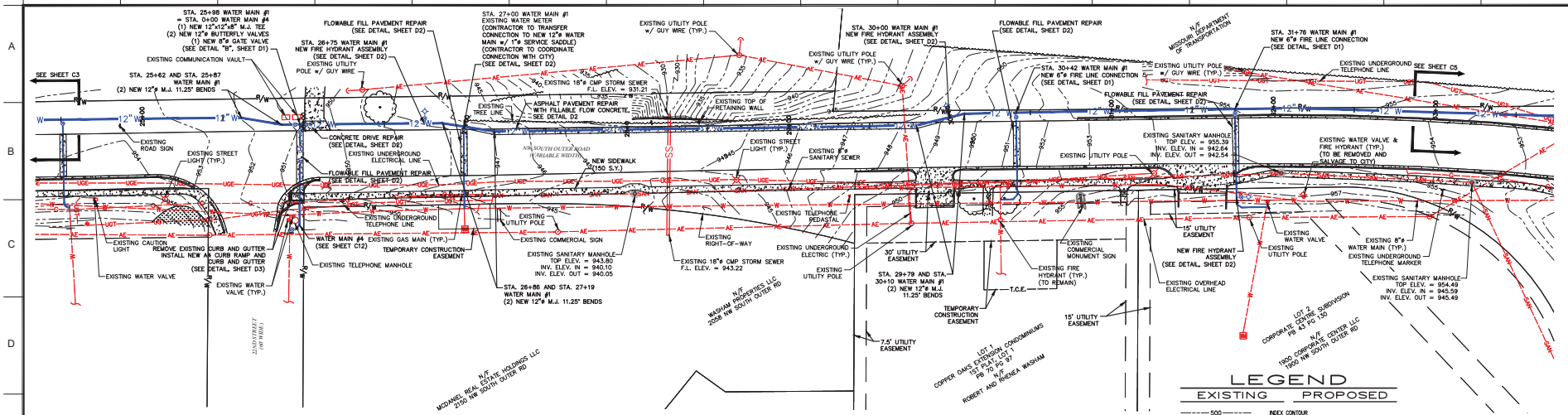
DRN. BY	APP'D BY
CRM	TLW

NO.	REVISION	DATE	APP'D BY
1	ADDENDUM NO. 2	9/5/2025	TLW

WATER MAIN #1: STA. 16+50 TO STA. 24+60

DES. BY:	MCH
DATE:	AUG. 12, 2025
HOR. SCALE:	1"=30'
VERT. SCALE:	1"=10'
PROJ. NO.	LS25-1017
DRWG. NO.	C3

DWG NAME: N:\Jobs\2025\LS25-1017 Blue Springs Task Order #5 NW South Outer Road Water Main\ENGINEERING\AUTOCAD DRAWINGS\03_Construction Drawings\C3 - Watermain Sta. 16+50 to Sta. 24+60.dwg LAYOUT TAB: Watermain Sta. 16+50 to Sta. 24+60 PLOTTED ON: Sep 05, 2025 - 2:08pm PLOTTED BY: rmeiber



NOTE: ALL FITTINGS TO INCLUDE RETAINER GLANDS.

NOTE: UNDERGROUND UTILITIES SHOWN ARE FROM UTILITY LOCATES AND ANY ADJUSTMENT OF UTILITIES SHALL BE COORDINATED WITH THE UTILITY COMPANY AT THE CONTRACTOR'S EXPENSE. THESE CONFLICTS MAY REQUIRE LOWERING OF THE UTILITY TO AVOID CONFLICT.

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NOTE: ABANDONED HYDRANT ASSEMBLIES AND VALVES TO BE REMOVED AND RETURNED TO PUBLIC WORKS.

NOTE: SEE GENERAL NOTES SHEET FOR EROSION CONTROL NOTES.

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NOTE: CONTRACTOR SHALL MAINTAIN 42" COVER (MINIMUM) OVER TOP OF NEW WATER MAIN WHILE ENSURING 24" MINIMUM SEPARATION BETWEEN EXISTING SANITARY SEWER AND NEW WATER MAIN. (CONTRACTOR TO FIELD VERIFY LOCATION BEFORE INSTALLATION OF NEW WATER MAIN).

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NOTE: CONTRACTOR SHALL SAWCUT PAVEMENT FULL DEPTH TO ENSURE A SMOOTH JOINT. (SEE PAVEMENT REPAIR DETAILS, SHEET D2)

NOTE: IF LEAD SERVICE LINES ARE ENCOUNTERED, CONTRACTOR SHALL REPLACE SERVICE LINE FROM THE NEW WATER MAIN TO THE EXISTING WATER METER.

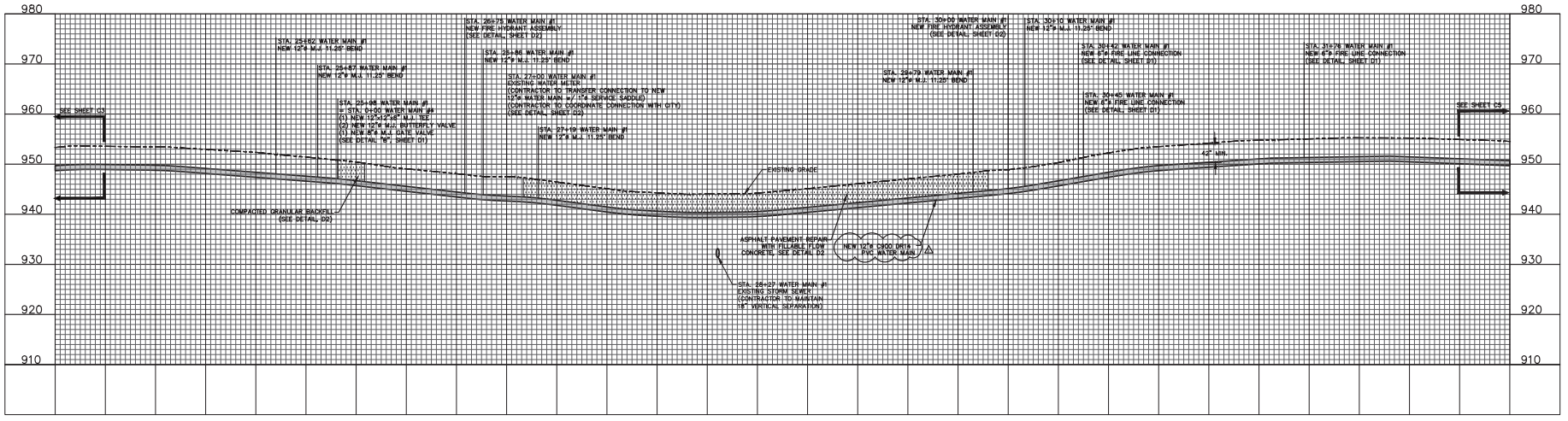
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LEGEND

EXISTING	PROPOSED	
500		INDEX CONTOUR
		INTERMEDIATE CONTOUR
℄		PROPERTY LINE
R/W		RIGHT-OF-WAY
		EASEMENT
AE		AERIAL ELECTRIC
		UTILITY POLE / GUY WIRE
	SS	STORM SEWER
		TREE
		TREELINE
		FENCE
		LIGHT
W	12"W	WATER LINE (SIZE)
	WTR-SVC	SERVICE LINE
		WATER VALVE
		WATER METER
		FIRE HYDRANTS
UGE		UNDERGROUND ELECTRIC
UGT		UNDERGROUND TELEPHONE
FO		UNDERGROUND FIBER OPTIC
SAN		SANITARY SEWER
G		GAS LINE
		CONCRETE PAVEMENT
		ASPHALT PAVEMENT
		GRAVEL SURFACE

30 0 15 30 60
SCALE: 1"=30'
AUGUST 2025

WATER MAIN #1: STA. 24+60 TO STA. 32+70



OCHAN
618 SW 3RD STREET, UNIT H 816-207-5771 (tel.)
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STATE OF MISSOURI
TOBY L. WILLIAMS
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PROFESSIONAL ENGINEER
08/12/2025

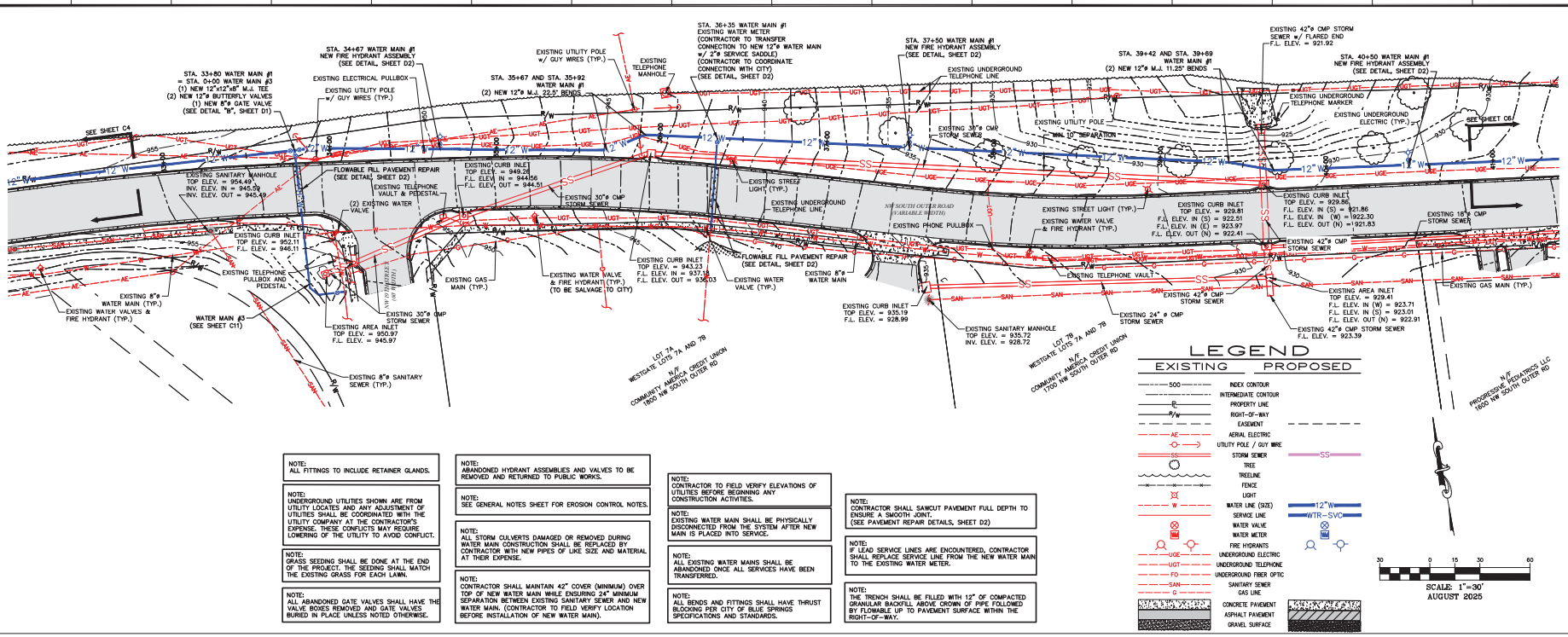
WATER MAIN RELOCATION
NW SOUTH OUTER ROAD
BLUE SPRINGS, MISSOURI

NO.	REVISION	DATE	APP'D BY
1	ADDENDUM NO. 2	9/5/2025	TLW

WATER MAIN #1: STA. 24+60 TO STA. 32+70

DRN. BY:	CNM
APP'D BY:	MCH
DATE:	AUG. 12, 2025
HOR. SCALE:	1"=30'
VERT. SCALE:	1"=10'
PROJ. NO.	LS25-1017
DRWG. NO.	C4

DWG NAME: N:\Jobs\2025\LS25-1017 Blue Springs Task Order #5 NW South Outer Road Water Main\ENGINEERING\AUTOCAD DRAWINGS\03_Construction Drawings\C4 - Watermain STA. 24+60 to STA. 32+70.dwg LAYOUT TAB: Watermain Sta. 24+60 to Sta. 32+70 PLOTTED ON: Sep 05, 2025 - 2:09pm PLOTTED BY: meeber



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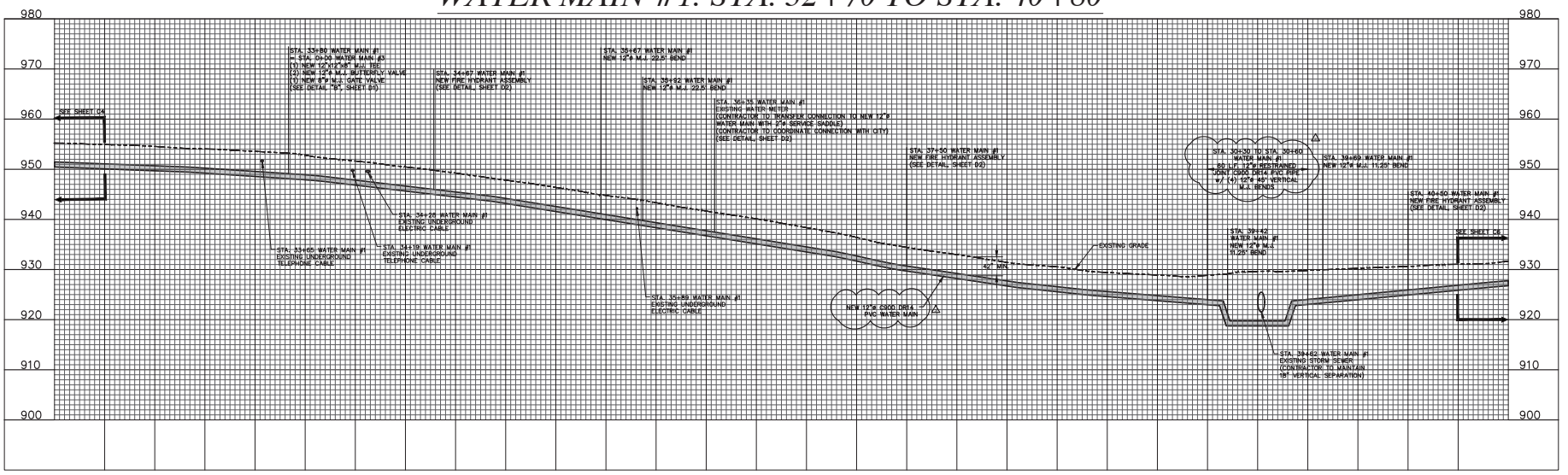
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LEGEND

EXISTING	PROPOSED	
500		INDEX CONTOUR
		INTERMEDIATE CONTOUR
P		PROPERTY LINE
R/W		RIGHT-OF-WAY
		EASEMENT
AE		AERIAL ELECTRIC
		UTILITY POLE / GUY WIRE
SS	SS	STORM SEWER
		TREE
		TREELINE
		FENCE
		LIGHT
W	12"W	WATER LINE (SIZE)
	WTR-SVC	SERVICE LINE
		WATER VALVE
		WATER METER
		FIRE HYDRANTS
UGE		UNDERGROUND ELECTRIC
UGT		UNDERGROUND TELEPHONE
FO		UNDERGROUND FIBER OPTIC
SAN		SANITARY SEWER
G		GAS LINE
		CONCRETE PAVEMENT
		ASPHALT PAVEMENT
		GRAVEL SURFACE

SCALE: 1"=30'
AUGUST 2025

WATER MAIN #1: STA. 32+70 TO STA. 40+80



OCHAN
618 SW 3RD STREET, UNIT H 816-207-5771 (tel.)
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STATE OF MISSOURI
TOBY L. WILLIAMS
NUMBER PE-2019038943
PROFESSIONAL ENGINEER
08/12/2025

WATER MAIN RELOCATION
NW SOUTH OUTER ROAD
BLUE SPRINGS, MISSOURI

DRN. BY	APP'D BY
CRM	TLW

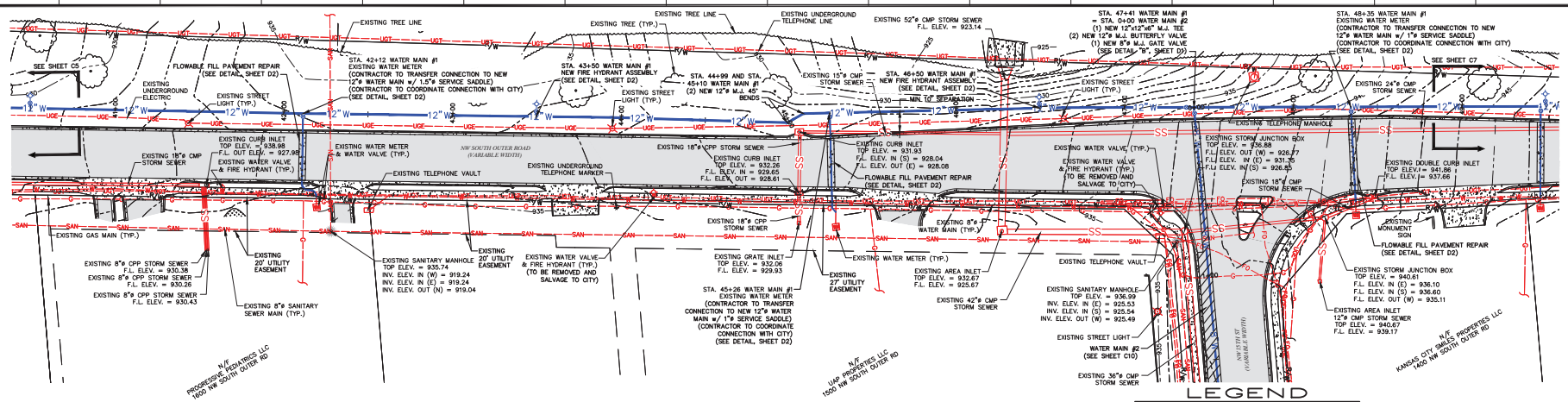
NO.	REVISION	DATE
1	ADDENDUM NO. 2	9/25/2025

WATER MAIN #1: STA. 32+70 TO STA. 40+80

DRN. BY	APP'D BY
MCH	TLW

DATE: AUG. 12, 2025
HOR. SCALE: 1"=30'
VERT. SCALE: 1"=10'
PROJ. NO.: LS25-1017
DRWG. NO.: C5

DWG NAME: N:\Jobs\2025\LS25-1017 Blue Springs Task Order #5 NW South Outer Road Water Main\ENGINEERING\AUTOCAD DRAWINGS\03_Construction Drawings\C5 - Watermain STA. 32+70 to STA. 40+80.dwg LAYOUT TAB: Watermain Sta. 32+70 to Sta. 40+80 PLOTTED ON: Sep 05, 2025 - 2:10pm PLOTTED BY: rmeiber



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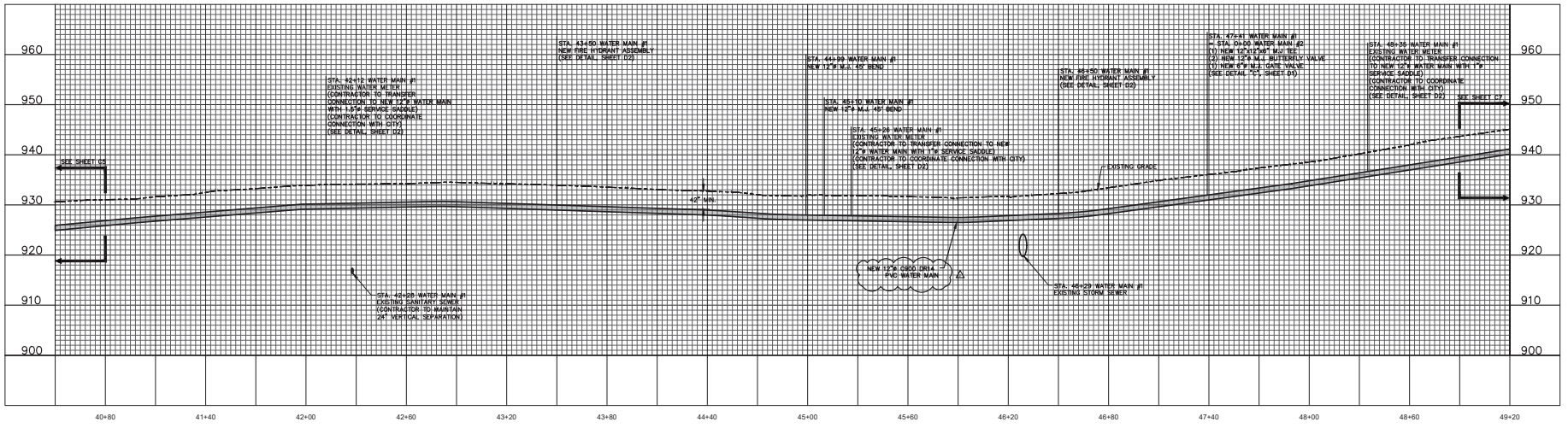
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LEGEND

EXISTING	PROPOSED	
500		INDEX CONTOUR
		INTERMEDIATE CONTOUR
PL		PROPERTY LINE
R/W		RIGHT-OF-WAY
		EASEMENT
AE		AERIAL ELECTRIC
		UTILITY POLE / GUY WIRE
SS	SS	STORM SEWER
		TREE
		TREELINE
		FENCE
		LIGHT
W	12"W	WATER LINE (SIZE)
	WTR-SVC	SERVICE LINE
		WATER VALVE
WM	WM	WATER METER
		FIRE HYDRANTS
UGE		UNDERGROUND ELECTRIC
UGT		UNDERGROUND TELEPHONE
FO		UNDERGROUND FIBER OPTIC
SAN		SANITARY SEWER
G		GAS LINE
		CONCRETE PAVEMENT
		ASPHALT PAVEMENT
		GRAVEL SURFACE

SCALE 1"=30'
AUGUST 2025

WATER MAIN #1: STA. 40+80 TO STA. 48+90



OCHAN
618 SW 3RD STREET, UNIT H 816-207-5771 (tel.)
LEE'S SUMMIT, Missouri 64063 www.cochranengineering.com
Civil Engineering
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Architecture
Site Development
Water Resources
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Missouri State Certificate of Authority Numbers: Engineering : 2024016417

Three working days prior to the start of any excavation within the right-of-way, call 1-800-DIG-RITE for utility location information.

All OSHA rules & regulations established for the type of work being performed on these plans shall be strictly followed by the working forces.

STATE OF MISSOURI
TOBY L. WILLIAMS
NUMBER PE-2019038043
PROFESSIONAL ENGINEER
08/12/2025

WATER MAIN RELOCATION
NW SOUTH OUTER ROAD
BLUE SPRINGS, MISSOURI

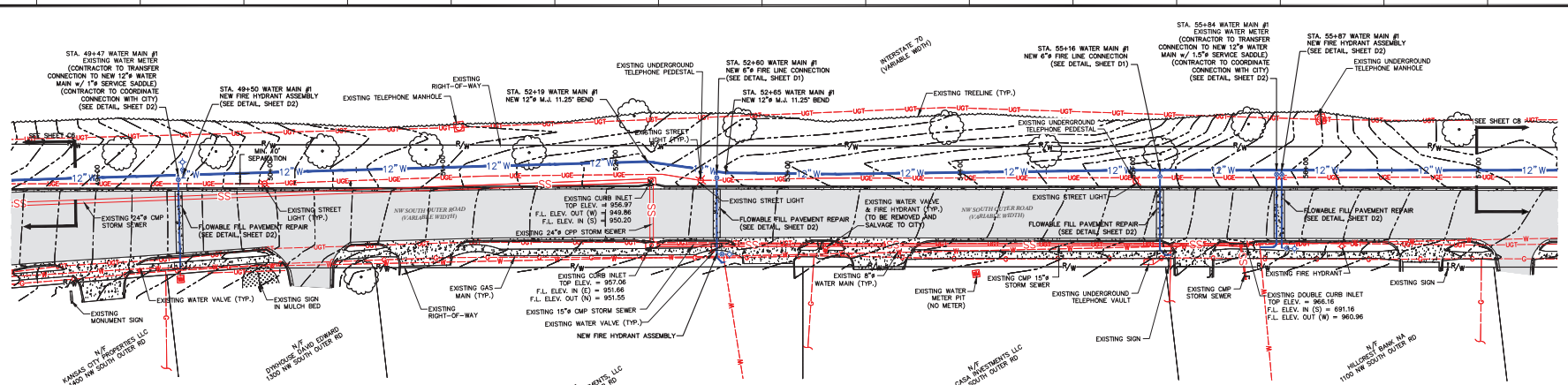
DRN. BY	APP'D BY
CRM	TLW

NO.	REVISION	DATE
1	ADDENDUM NO. 2	9/5/2025

DES. BY: MCH
APP'D BY: TLW
DATE: AUG. 12, 2025
HOR. SCALE: 1"=30'
VERT. SCALE: 1"=10'
PROJ. NO.: LS25-1017
DRWG. NO.: C6

WATER MAIN #1: STA. 40+80 TO STA. 48+90

DWG NAME: N:\Jobs\2025\LS25-1017 Blue Springs Task Order #5 NW South Outer Road Water Main\ENGINEERING\AUTOCAD DRAWINGS\03_Construction Drawings\05 – Watermain STA. 40+80 to STA. 48+90.dwg LAYOUT TAB: Watermain Sta. 40+80 to Sta. 48+90 PLOTTED ON: Sep 05, 2025 – 2:15pm PLOTTED BY: rmeber



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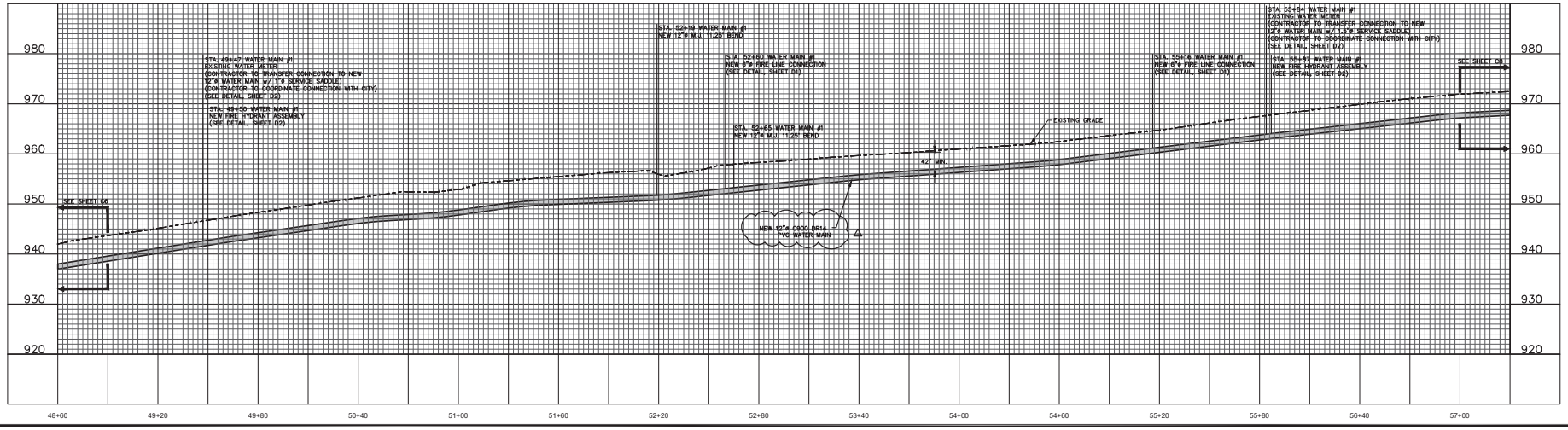
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LEGEND

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500		INDEX CONTOUR
		INTERMEDIATE CONTOUR
		PROPERTY LINE
R/W		RIGHT-OF-WAY
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SCALE: 1"=30'
AUGUST 2025

WATER MAIN #1: STA. 48+90 TO STA. 57+00



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TOBY L. WILLIAMS
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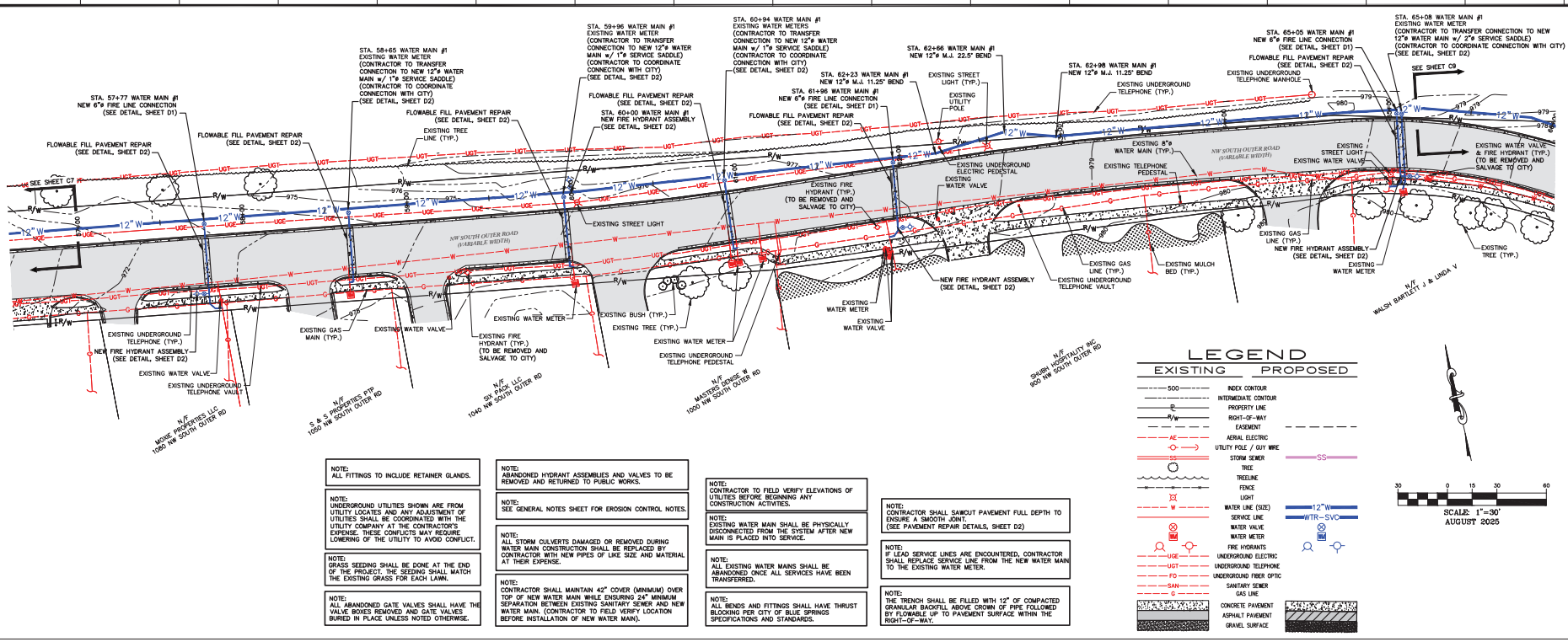
WATER MAIN RELOCATION
NW SOUTH OUTER ROAD
BLUE SPRINGS, MISSOURI

NO.	REVISION	DATE	DRN. BY	APP'D BY
1	ADDENDUM NO. 2	9/5/2025	CRM	TLW

WATER MAIN #1: STA. 48+90 TO STA. 57+00

DES. BY: MCH
APP'D BY: NCW
DATE: AUG. 12, 2025
HOR. SCALE: 1"=30'
VERT. SCALE: 1"=10'
PROJ. NO.: LS25-1017
DRWG. NO.: C7

DWG NAME: N:\Jobs\2025\LS25-1017 Blue Springs Task Order #5 NW South Outer Road Water Main\ENGINEERING\AUTOCAD DRAWINGS\03_Construction Drawings\C7 - Watermain STA. 48+90 to STA. 57+00.dwg LAYOUT TAB: Watermain Sta. 48+90 to Sta. 57+00 PLOTTED ON: Sep 05, 2025 - 2:16pm PLOTTED BY: rmeber



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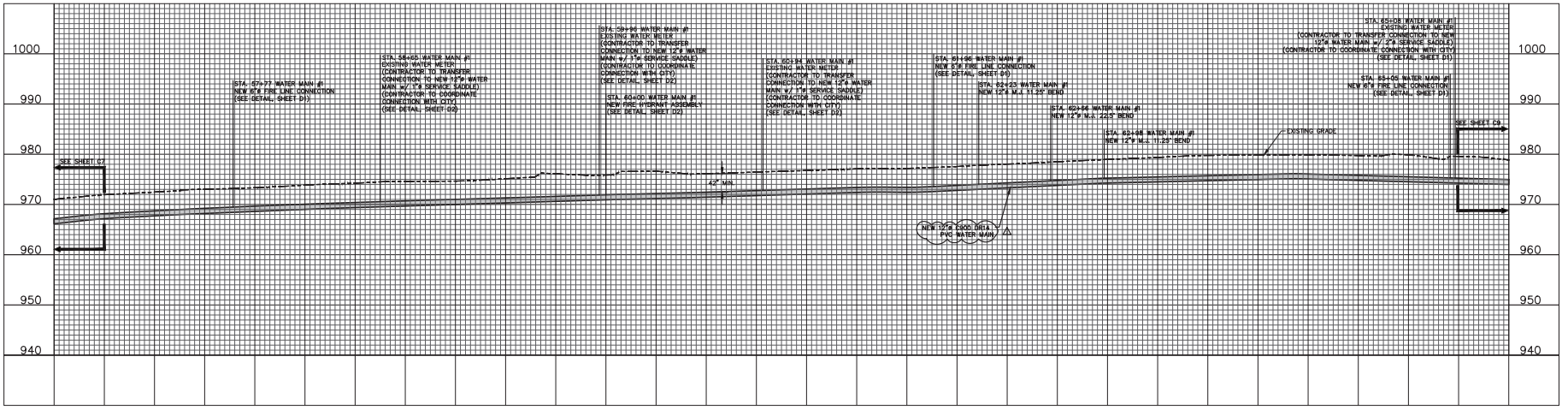
NOTE: ALL BENDS AND FITTINGS SHALL HAVE THRUST BLOCKING PER CITY OF BLUE SPRINGS SPECIFICATIONS AND STANDARDS.

NOTE: CONTRACTOR SHALL SAWCUT PAVEMENT FULL DEPTH TO ENSURE A SMOOTH JOINT. (SEE PAVEMENT REPAIR DETAILS, SHEET D2)

NOTE: IF LEAD SERVICE LINES ARE ENCOUNTERED, CONTRACTOR SHALL REPLACE SERVICE LINE FROM THE NEW WATER MAIN TO THE EXISTING WATER METER.

NOTE: THE TRENCH SHALL BE FILLED WITH 12" OF COMPACTED GRANULAR BACKFILL ABOVE CROWN OF PIPE FOLLOWED BY FLOWABLE UP TO PAVEMENT SURFACE WITHIN THE RIGHT-OF-WAY.

WATER MAIN #1: STA. 57+00 TO STA. 65+10



816 SW 3RD STREET, UNIT H 816-207-5771 (tel.)
LEE'S SUMMIT, Missouri 64063 www.cochraneng.com
Civil Engineering
Surveying
Architecture
Site Development
Water Resources
Master Planning
COCHRAN
Missouri State Certificate of Authority Numbers: Engineering : 2024016417

Three working days prior to the start of any excavation call 1-800-DIG-RITE for utility location information.

All OSHA rules & regulations established for the job site and all local codes and ordinances shall be strictly followed in working during this project.

STATE OF MISSOURI
TOBY L. WILLIAMS
NUMBER PE-2019038943
PROFESSIONAL ENGINEER
08/12/2025

WATER MAIN RELOCATION
NW SOUTH OUTER ROAD
BLUE SPRINGS, MISSOURI

DRN. BY	APP'D BY
CRM	TLW

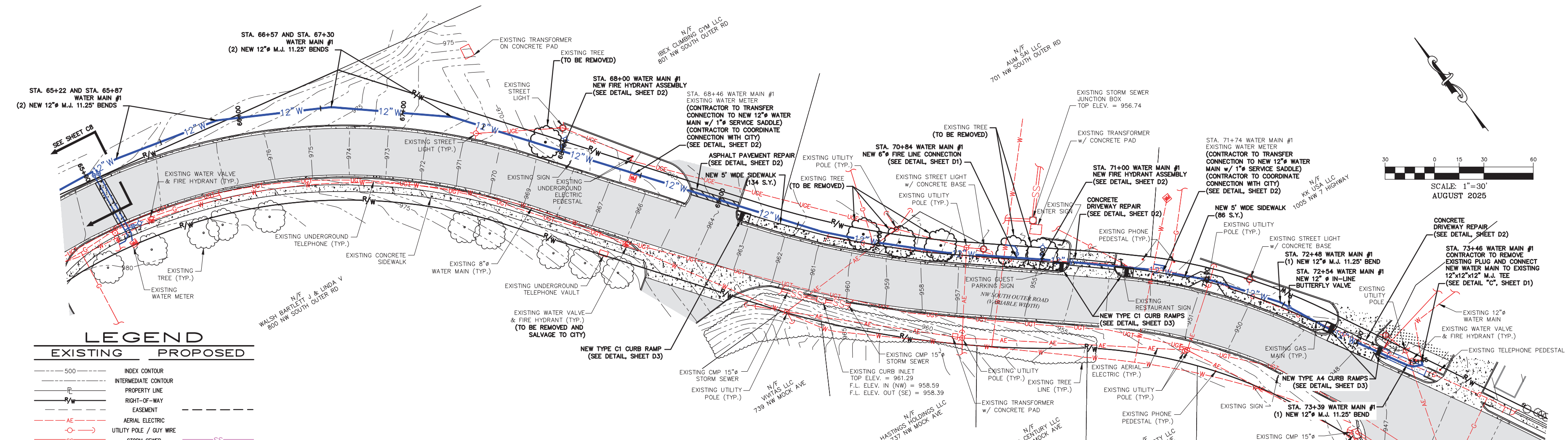
REVISIONS	APP'D BY
9/5/2025 △ ADDENDUM NO. 2	

DES. BY	APP'D BY
MCH	TLW

DATE: AUG. 12, 2025
HOR. SCALE: 1"=30'
VERT. SCALE: 1"=10'
PROJ. NO.: LS25-1017
DRWG. NO.: C8

WATER MAIN #1: STA. 57+00 TO STA. 65+10

DWG NAME: N:\Jobs\2025\LS25-1017 Blue Springs Task Order #5 NW South Outer Road Water Main\ENGINEERING\AUTOCAD DRAWINGS\03_Construction Drawings\C8 - Watermain STA. 57+00 to STA. 65+10.dwg LAYOUT TAB: Watermain Sta. 57+00 to Sta. 65+10 PLOTTED ON: Sep 05, 2025 - 2:17pm PLOTTED BY: mweber



LEGEND

EXISTING		PROPOSED
500	INDEX CONTOUR	
	INTERMEDIATE CONTOUR	
	PROPERTY LINE	
R/W	RIGHT-OF-WAY	
	EASEMENT	
AE	AERIAL ELECTRIC	
	UTILITY POLE / GUY WIRE	
SS	STORM SEWER	SS
	TREE	
	TREELINE	
	FENCE	
	LIGHT	
W	WATER LINE (SIZE)	12"W
	SERVICE LINE	WTR-SVC
	WATER VALVE	
	WATER METER	WM
	FIRE HYDRANTS	
UGE	UNDERGROUND ELECTRIC	
UGT	UNDERGROUND TELEPHONE	
FO	UNDERGROUND FIBER OPTIC	
SAN	SANITARY SEWER	
G	GAS LINE	
	CONCRETE PAVEMENT	
	ASPHALT PAVEMENT	
	GRAVEL SURFACE	

NOTE:
ALL FITTINGS TO INCLUDE RETAINER GLANDS.

NOTE:
UNDERGROUND UTILITIES SHOWN ARE FROM UTILITY LOCATES AND ANY ADJUSTMENT OF UTILITIES SHALL BE COORDINATED WITH THE UTILITY COMPANY AT THE CONTRACTOR'S EXPENSE. THESE CONFLICTS MAY REQUIRE LOWERING OF THE UTILITY TO AVOID CONFLICT.

NOTE:
GRASS SEEDING SHALL BE DONE AT THE END OF THE PROJECT. THE SEEDING SHALL MATCH THE EXISTING GRASS FOR EACH LAWN.

NOTE:
ALL ABANDONED GATE VALVES SHALL HAVE THE VALVE BOXES REMOVED AND GATE VALVES BURIED IN PLACE UNLESS NOTED OTHERWISE.

NOTE:
ABANDONED HYDRANT ASSEMBLIES AND VALVES TO BE REMOVED AND RETURNED TO PUBLIC WORKS.

NOTE:
SEE GENERAL NOTES SHEET FOR EROSION CONTROL NOTES.

NOTE:
ALL STORM CULVERTS DAMAGED OR REMOVED DURING WATER MAIN CONSTRUCTION SHALL BE REPLACED BY CONTRACTOR WITH NEW PIPES OF LIKE SIZE AND MATERIAL AT THEIR EXPENSE.

NOTE:
CONTRACTOR SHALL MAINTAIN 42" COVER (MINIMUM) OVER TOP OF NEW WATER MAIN WHILE ENSURING 24" MINIMUM SEPARATION BETWEEN EXISTING SANITARY SEWER AND NEW WATER MAIN. (CONTRACTOR TO FIELD VERIFY LOCATION BEFORE INSTALLATION OF NEW WATER MAIN).

NOTE:
CONTRACTOR TO FIELD VERIFY ELEVATIONS OF UTILITIES BEFORE BEGINNING ANY CONSTRUCTION ACTIVITIES.

NOTE:
EXISTING WATER MAIN SHALL BE PHYSICALLY DISCONNECTED FROM THE SYSTEM AFTER NEW MAIN IS PLACED INTO SERVICE.

NOTE:
ALL EXISTING WATER MAINS SHALL BE ABANDONED ONCE ALL SERVICES HAVE BEEN TRANSFERRED.

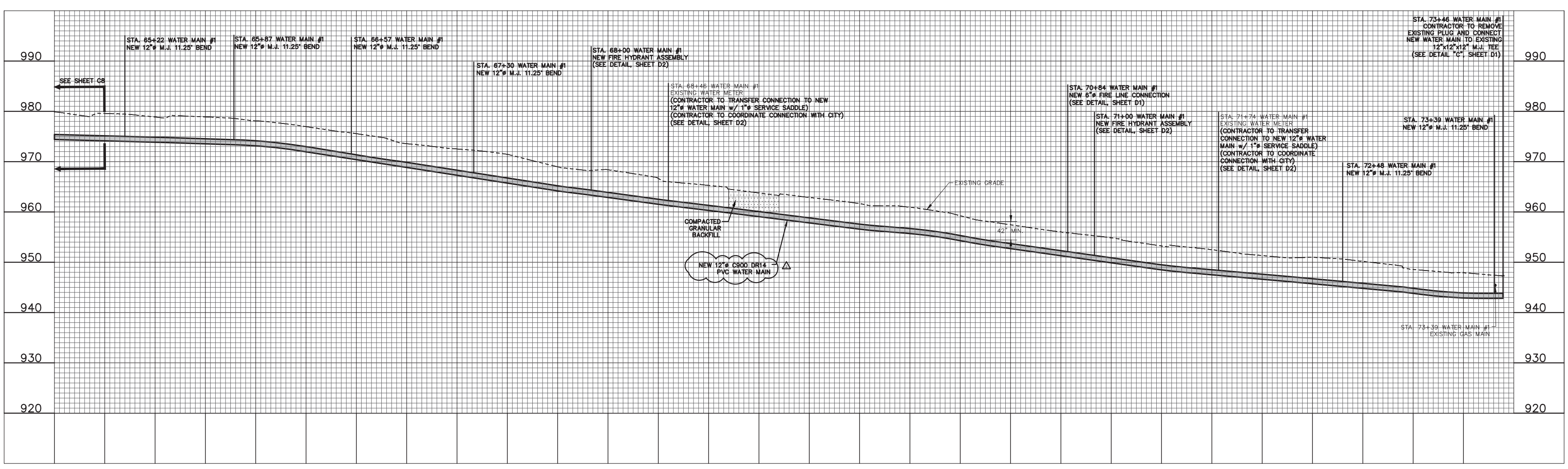
NOTE:
ALL BENDS AND FITTINGS SHALL HAVE THRUST BLOCKING PER CITY OF BLUE SPRINGS SPECIFICATIONS AND STANDARDS.

NOTE:
CONTRACTOR SHALL SAWCUT PAVEMENT FULL DEPTH TO ENSURE A SMOOTH JOINT.
(SEE PAVEMENT REPAIR DETAILS, SHEET D2)

NOTE:
IF LEAD SERVICE LINES ARE ENCOUNTERED, CONTRACTOR SHALL REPLACE SERVICE LINE FROM THE NEW WATER MAIN TO THE EXISTING WATER METER.

NOTE:
THE TRENCH SHALL BE FILLED WITH 12" OF COMPACTED GRANULAR BACKFILL ABOVE CROWN OF PIPE FOLLOWED BY FLOWABLE UP TO PAVEMENT SURFACE WITHIN THE RIGHT-OF-WAY.

WATER MAIN #1: STA. 65+10 TO STA. 73+46



COCHRAN
618 SW 3RD STREET, UNIT H 816-207-5771 (tel.)
LEE'S SUMMIT, Missouri 64063 www.cochraneng.com
Civil Engineering
Land Surveying
Architecture
Site Development
General Consulting
Master Planning
Missouri State Certificate of Authority Numbers:
Engineering : 2024016417

Three working days prior to the start of any excavation on the site, contractor shall call 1-800-DIG-RITE for utility location information.

All OSHA rules & regulations established for the type of construction required by these plans shall be strictly followed (ie. Trenching, Blasting, etc.)

STATE OF MISSOURI
TOBY L. WILLIAMS
NUMBER PE-2019038948
PROFESSIONAL ENGINEER
08/12/2025

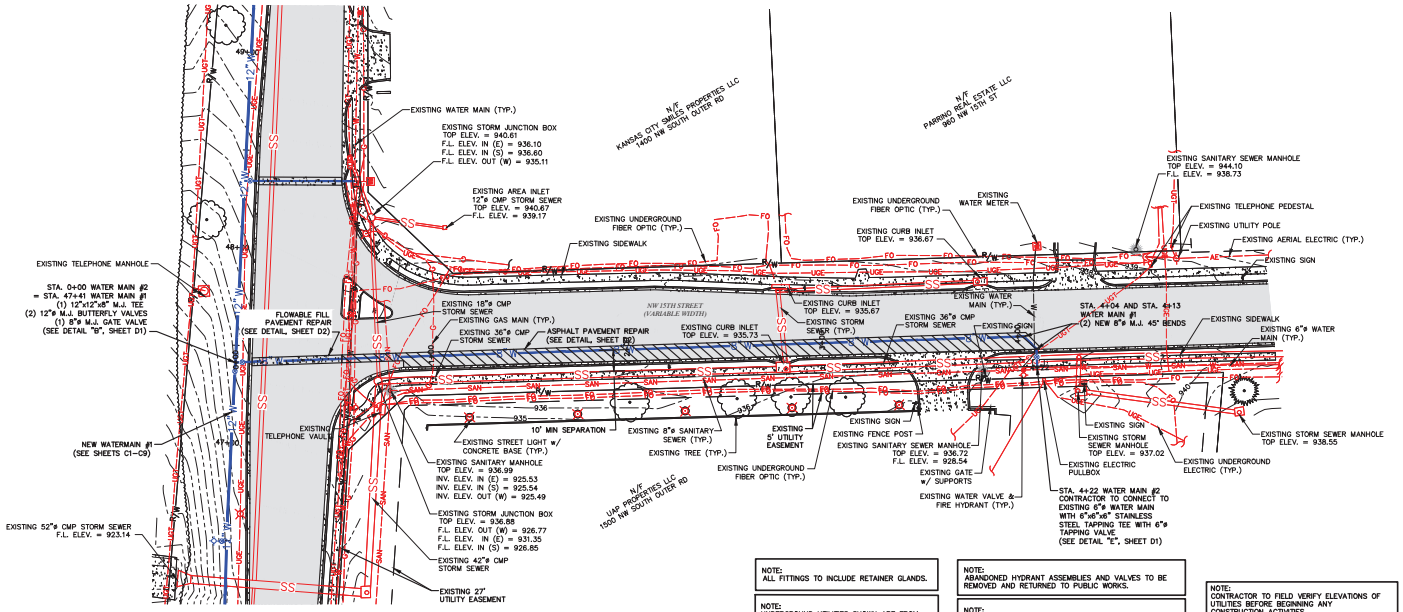
WATER MAIN RELOCATION
NW SOUTH OUTER ROAD
BLUE SPRINGS, MISSOURI

DATE:	REVISION:	DWN BY:	APP'D BY:
9/5/2025	ADDENDUM NO. 2	CRM	TLW

WATER MAIN #1: STA. 65+10 TO STA. 73+46

DWN. BY: MCH
APP'D BY: TLW
DATE: AUG. 12, 2025
HOR. SCALE: 1"=30'
VERT. SCALE: 1"=10'
PROJ NO: LS25-1017
DWG NO: C9

DWG NAME: N:\Jobs\2025\LS25-1017 Blue Springs Task Order #5 NW South Outer Road Water Main\ENGINEERING\AUTOCAD DRAWINGS\03_Construction Drawings\C9 - Watermain STA. 65+10 to STA. 73+45.dwg LAYOUT TAB: Watermain Sta. 65+10 to Sta. 73+44 PLOTTED ON: Sep 05, 2025 - 2:17pm PLOTTED BY: mweber



30 0 15 30 60

SCALE 1"=30'
AUGUST 2025

LEGEND

EXISTING	PROPOSED	
500		INDEX CONTOUR
		INTERMEDIATE CONTOUR
P		PROPERTY LINE
R/W		RIGHT-OF-WAY
		EASEMENT
AE		AERIAL ELECTRIC
		UTILITY POLE / GUY WIRE
SS	SS	STORM SEWER
		TREE
		TREELINE
		FENCE
W	12"W	WATER LINE (SIZE)
	WTR-SVC	SERVICE LINE
		WATER VALVE
WM	WM	WATER METER
		FIRE HYDRANTS
UGE		UNDERGROUND ELECTRIC
UGT		UNDERGROUND TELEPHONE
FO		UNDERGROUND FIBER OPTIC
SAN		SANITARY SEWER
G		GAS LINE
		CONCRETE PAVEMENT
		ASPHALT PAVEMENT
		GRAVEL SURFACE

NOTE:
ALL FITTINGS TO INCLUDE RETAINER GLANDS.

NOTE:
UNDERGROUND UTILITIES SHOWN ARE FROM UTILITY LOCATES AND ANY ADJUSTMENT OF UTILITIES SHALL BE COORDINATED WITH THE UTILITY COMPANY AT THE CONTRACTOR'S EXPENSE. THESE CONFLICTS MAY REQUIRE LOWERING OF THE UTILITY TO AVOID CONFLICT.

NOTE:
GRASS SEEDING SHALL BE DONE AT THE END OF THE PROJECT. THE SEEDING SHALL MATCH THE EXISTING GRASS FOR EACH LAWN.

NOTE:
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NOTE:
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NOTE:
SEE GENERAL NOTES SHEET FOR EROSION CONTROL NOTES.

NOTE:
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NOTE:
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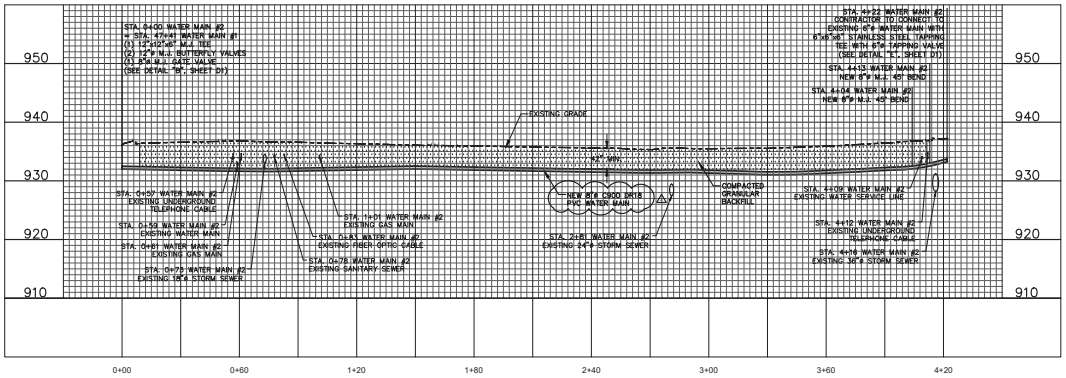
NOTE:
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NOTE:
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(SEE PAVEMENT REPAIR DETAILS, SHEET D2)

NOTE:
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NOTE:
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WATER MAIN #2: STA. 0+00 TO STA. 4+22



618 SW 3RD STREET, UNIT H 816-207-5771 (tel.)
LEE'S SUMMIT, Missouri 64063 www.cochraneng.com
Civil Engineering
Surveying
Architecture
Site Development
Construction Staking
Master Planning
COCHRAN
Missouri State Certificate of Authority Numbers: Engineering : 2024016417

Three working days prior to the start of any excavation call 1-800-DIG-RITE for utility location information.

All OSHA rules & regulations established for the type of work being performed shall be strictly followed by all parties involved in the trenching, shoring, etc.

STATE OF MISSOURI
TOBY L. WILLIAMS
NUMBER PE-2010038943
PROFESSIONAL ENGINEER
08/12/2025

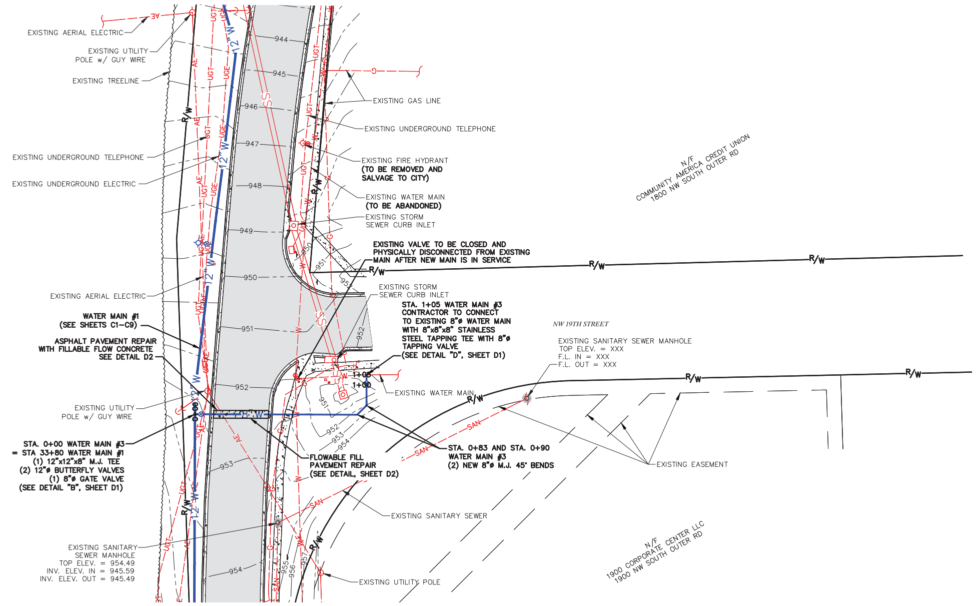
WATER MAIN RELOCATION
NW SOUTH OUTER ROAD
BLUE SPRINGS, MISSOURI

NO.	REVISIONS	DRN. BY	APP'D BY
1	ADDENDUM NO. 2	CRM	TLW
	9/5/2025		

WATER MAIN #2: STA. 0+00 TO STA. 4+22

DSN. BY:	MCH
APP'D BY:	TLW
DATE:	AUG. 12, 2025
HOR. SCALE:	1"=30'
VERT. SCALE:	1"=10'
PROJ. NO.	LS25-1017
DWG. NO.	C10

DWG NAME: N:\Jobs\2025\LS25-1017 Blue Springs Task Order #5 NW South Outer Road Water Main\ENGINEERING\AUTOCAD DRAWINGS\03_Construction Drawings\C10 - 15th Street.dwg LAYOUT TAB: C10 PLOTTED ON: Sep 05, 2025 - 2:23pm PLOTTED BY: meeber

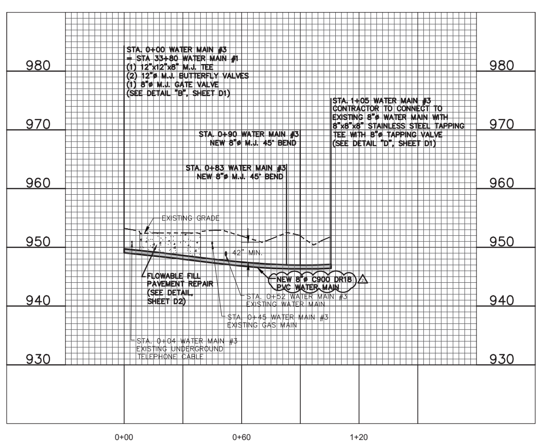


SCALE: 1"=30'
AUGUST 2025

LEGEND

EXISTING		PROPOSED
500	INDEX CONTOUR	
	INTERMEDIATE CONTOUR	
	PROPERTY LINE	
R/W	RIGHT-OF-WAY	
	EASEMENT	
AE	AERIAL ELECTRIC	
	UTILITY POLE / GUY WIRE	
SS	STORM SEWER	SS
	TREE	
	TREELINE	
	FENCE	
	LIGHT	
W	WATER LINE (SIZE)	12"W
	SERVICE LINE	WTR-SVC
	WATER VALVE	
WM	WATER METER	WM
	FIRE HYDRANTS	
UGE	UNDERGROUND ELECTRIC	
UGT	UNDERGROUND TELEPHONE	
FO	UNDERGROUND FIBER OPTIC	
SAN	SANITARY SEWER	
G	GAS LINE	
	CONCRETE PAVEMENT	
	ASPHALT PAVEMENT	
	GRAVEL SURFACE	

WATER MAIN #3: STA. 0+00 TO STA. 1+05



NOTE:
CONTRACTOR TO FIELD VERIFY ELEVATIONS OF UTILITIES BEFORE BEGINNING ANY CONSTRUCTION ACTIVITIES.

NOTE:
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NOTE:
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NOTE:
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NOTE:
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NOTE:
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NOTE:
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NOTE:
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NOTE:
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(SEE PAVEMENT REPAIR DETAILS, SHEET D2)

NOTE:
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NOTE:
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NOTE:
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NOTE:
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NOTE:
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COCHRAN
618 SW 3RD STREET, UNIT H 816-207-5771 (tel.)
LEE'S SUMMIT, Missouri 64063 www.cochraneng.com
Civil Engineering • Land Surveying • Architecture • Site Development • General Consulting • Master Planning
Missouri State Certificate of Authority Numbers:
Engineering : 2024016417

Three working days prior to the start of any excavation on this site, contractor shall call 1-800-DIG-RITE for utility location information.

All OSHA rules & regulations established for the type of construction required by these plans shall be strictly followed (ie. Trenching, Blasting, etc.)

STATE OF MISSOURI
TOBY L. WILLIAMS
NUMBER PE-2019038948
PROFESSIONAL ENGINEER
08/12/2025

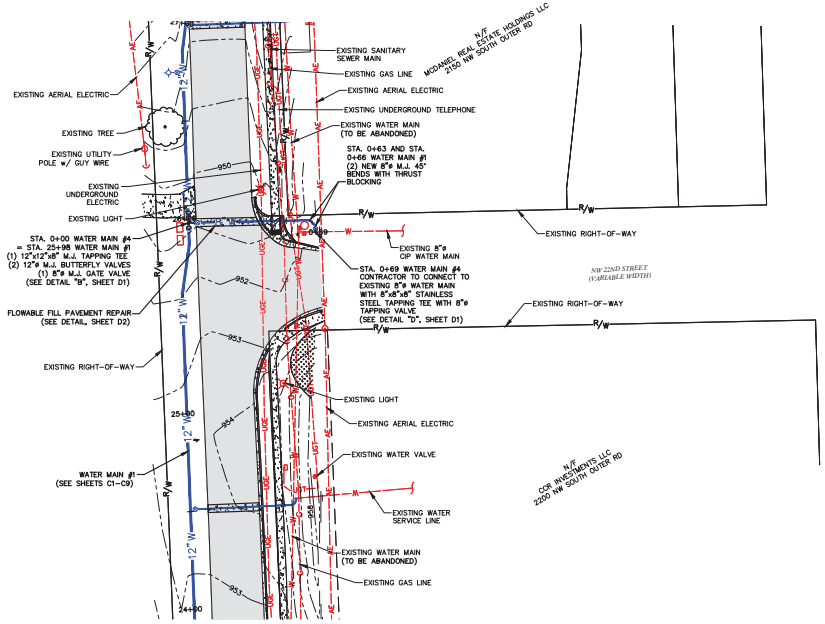
WATER MAIN RELOCATION
NW SOUTH OUTER ROAD
BLUE SPRINGS, MISSOURI

DATE	REVISION	DWN BY	APP'D BY
9/5/2025	ADDENDUM NO. 2	CRM	TLW

WATER MAIN #3: STA. 0+00 TO STA. 1+05

DWN. BY: MCH
APP'D. BY: TLW
DATE: AUG. 12, 2025
HOR. SCALE: 1"=30'
VERT. SCALE: 1"=10'
PROJ. NO: LS25-1017
DWG. NO: C11

DWG NAME: N:\Jobs\2025\LS25-1017 Blue Springs Task Order #5 NW South Outer Road Water Main\ENGINEERING\AUTOCAD DRAWINGS\03_Construction Drawings\C11 - 19th Street.dwg LAYOUT TAB: C11 PLOTTED ON: Sep 05, 2025 - 2:26pm PLOTTED BY: twelber



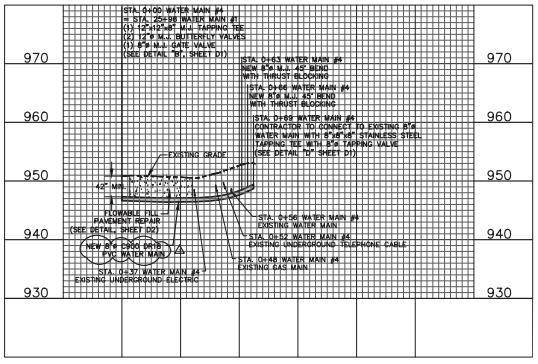
30 0 15 30 60

SCALE 1"=30'
AUGUST 2025

LEGEND

EXISTING		PROPOSED
500	INDEX CONTOUR	
	INTERMEDIATE CONTOUR	
P	PROPERTY LINE	
R/W	RIGHT-OF-WAY	
	EASEMENT	
AE	AERIAL ELECTRIC	
	UTILITY POLE / GUY WIRE	
SS	STORM SEWER	SS
	TREE	
	TREELINE	
	FENCE	
	LIGHT	
W	WATER LINE (SIZE)	12"W
	SERVICE LINE	WTR-SVC
	WATER VALVE	
WM	WATER METER	WM
	FIRE HYDRANTS	
UGE	UNDERGROUND ELECTRIC	
UGT	UNDERGROUND TELEPHONE	
FO	UNDERGROUND FIBER OPTIC	
SAN	SANITARY SEWER	
G	GAS LINE	
	CONCRETE PAVEMENT	
	ASPHALT PAVEMENT	
	GRAVEL SURFACE	

WATER MAIN #4: STA. 0+00 TO STA. 0+69



NOTE:
ALL FITTINGS TO INCLUDE RETAINER GLANDS.

NOTE:
UNDERGROUND UTILITIES SHOWN ARE FROM UTILITY LOCATES AND ANY ADJUSTMENT OF UTILITIES SHALL BE COORDINATED WITH THE UTILITY COMPANY AT THE CONTRACTOR'S EXPENSE. THESE CONFLICTS MAY REQUIRE LOWERING OF THE UTILITY TO AVOID CONFLICT.

NOTE:
GRASS SEEDING SHALL BE DONE AT THE END OF THE PROJECT. THE SEEDING SHALL MATCH THE EXISTING GRASS FOR EACH LAWN.

NOTE:
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NOTE:
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NOTE:
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NOTE:
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NOTE:
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(SEE PAVEMENT REPAIR DETAILS, SHEET D2)

NOTE:
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NOTE:
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618 SW 3RD STREET, UNIT H 816-207-5771 (tel.)
LEE'S SUMMIT, Missouri 64063 www.cochraneng.com
Civil Engineering
Land Surveying
Architecture
Site Development
Project Planning
Master Planning
Missouri State Certificate of Authority Numbers: Engineering : 2024016417

Three working days prior to the start of any excavation call 1-800-DIG-RITE for utility location information.

All OSHA rules & regulations established for the protection of employees in the trench must be strictly followed for trenching depths 4'-0" or greater.

STATE OF MISSOURI
TOBY L. WILLIAMS
NUMBER PE-2019038043
PROFESSIONAL ENGINEER
08/12/2025

WATER MAIN RELOCATION
NW SOUTH OUTER ROAD
BLUE SPRINGS, MISSOURI

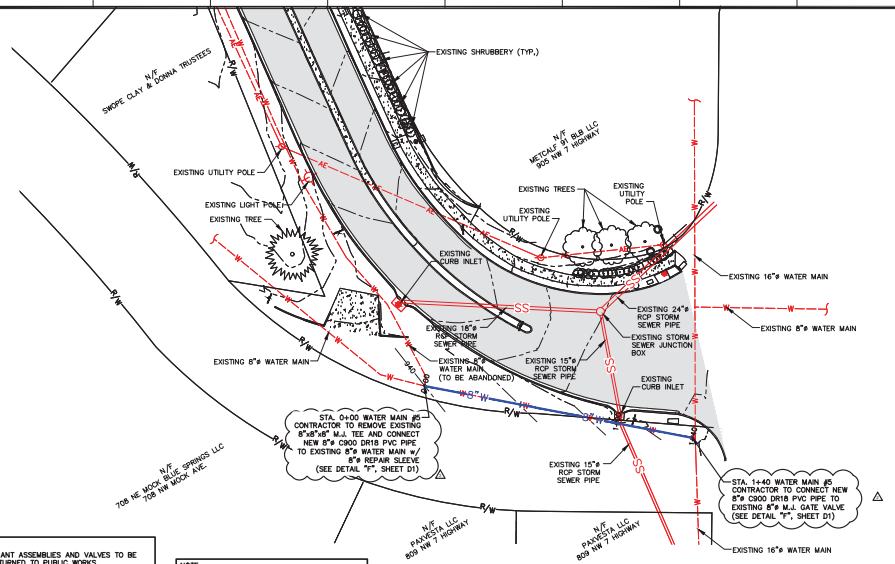
DRN. BY	APPD. BY
CRM	TLW

NO.	REVISION	DATE	APPD. BY
1	ADDENDUM NO. 2	9/5/2025	MCH

WATER MAIN #4: STA. 0+00 TO STA. 0+69

DATE: AUG. 12, 2025
HOR. SCALE: 1"=30'
VERT. SCALE: 1"=10'
PROJ. NO.: LS25-1017
DRWG. NO.: C12

DWG NAME: N:\Jobs\2025\LS25-1017 Blue Springs Task Order #5 NW South Outer Road Water Main\ENGINEERING\AUTOCAD DRAWINGS\03_Construction Drawings\C12 - 22nd Street.dwg LAYOUT TAB: C12 PLOTTED ON: Sep 05, 2025 - 2:27pm PLOTTED BY: rmeeker



SCALE 1"=30'
AUGUST 2025

LEGEND

EXISTING	PROPOSED
500 INDEX CONTOUR	
INTERMEDIATE CONTOUR	
PROPERTY LINE	
R/W RIGHT-OF-WAY	
EASEMENT	
AE AERIAL ELECTRIC	
UTILITY POLE / GUY WIRE	
SS STORM SEWER	SS
TREE	
TREELINE	
FENCE	
LIGHT	
W WATER LINE (SIZE)	12"W
SERVICE LINE	WTR-SVC
WATER VALVE	
WM WATER METER	WM
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ASPHALT PAVEMENT	
GRAVEL SURFACE	

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NOTE: GRASS SEEDING SHALL BE DONE AT THE END OF THE PROJECT. THE SEEDING SHALL MATCH THE EXISTING GRASS FOR EACH LAWN.

NOTE: ALL ABANDONED GATE VALVES SHALL HAVE THE VALVE BOXES REMOVED AND GATE VALVES BURIED IN PLACE UNLESS NOTED OTHERWISE.

NOTE: ABANDONED HYDRANT ASSEMBLIES AND VALVES TO BE REMOVED AND RETURNED TO PUBLIC WORKS.

NOTE: SEE GENERAL NOTES SHEET FOR EROSION CONTROL NOTES.

NOTE: ALL STORM CULVERTS DAMAGED OR REMOVED DURING WATER MAIN CONSTRUCTION SHALL BE REPLACED BY CONTRACTOR WITH NEW PIPES OF LIKE SIZE AND MATERIAL AT THEIR EXPENSE.

NOTE: CONTRACTOR SHALL MAINTAIN 42" COVER (MINIMUM) OVER TOP OF NEW WATER MAIN WHILE ENSURING 24" MINIMUM SEPARATION BETWEEN EXISTING SANITARY SEWER AND NEW WATER MAIN. (CONTRACTOR TO FIELD VERIFY LOCATION BEFORE INSTALLATION OF NEW WATER MAIN).

NOTE: CONTRACTOR TO FIELD VERIFY ELEVATIONS OF UTILITIES BEFORE BEGINNING ANY CONSTRUCTION ACTIVITIES.

NOTE: EXISTING WATER MAIN SHALL BE PHYSICALLY DISCONNECTED FROM THE SYSTEM AFTER NEW MAIN IS PLACED INTO SERVICE.

NOTE: ALL EXISTING WATER MAINS SHALL BE ABANDONED ONCE ALL SERVICES HAVE BEEN TRANSFERRED.

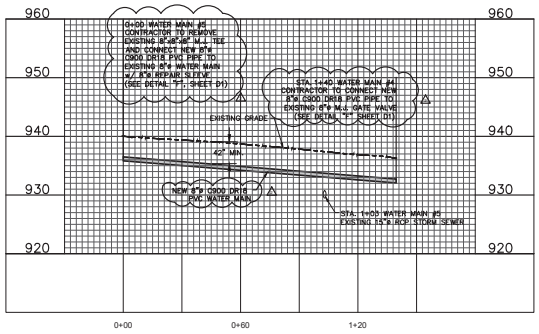
NOTE: ALL BENDS AND FITTINGS SHALL HAVE THRUST BLOCKING PER CITY OF BLUE SPRINGS SPECIFICATIONS AND STANDARDS.

NOTE: CONTRACTOR SHALL SAWCUT PAVEMENT FULL DEPTH TO ENSURE A SMOOTH JOINT. (SEE PAVEMENT REPAIR DETAILS, SHEET D2)

NOTE: IF LEAD SERVICE LINES ARE ENCOUNTERED, CONTRACTOR SHALL REPLACE SERVICE LINE FROM THE NEW WATER MAIN TO THE EXISTING WATER METER.

NOTE: THE TRENCH SHALL BE FILLED WITH 12" OF COMPACTED GRANULAR BACKFILL ABOVE CROWN OF PIPE FOLLOWED BY FLOWABLE LIP TO PAVEMENT SURFACE WITHIN THE RIGHT-OF-WAY.

WATER MAIN #5: STA. 0+00 TO STA. 1+40



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Missouri State Certificate of Authority Numbers: Engineering : 2024016417

Three working days prior to the start of any excavation you must notify all utilities by call 1-800-DIG-RITE for utility location information.

All OSHA rules & regulations established for the protection of employees shall be strictly followed in trenching, shoring, etc.

STATE OF MISSOURI
TOBY L. WILLIAMS
NUMBER PE-2019038943
PROFESSIONAL ENGINEER
08/12/2025

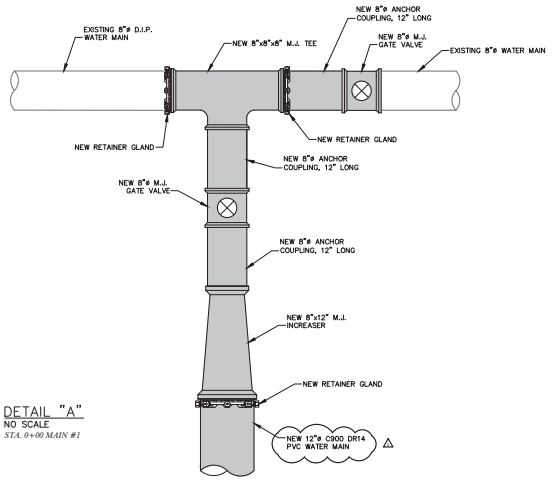
WATER MAIN RELOCATION
NW SOUTH OUTER ROAD
BLUE SPRINGS, MISSOURI

REVISIONS	DATE	APPD. BY
1 ADDENDUM NO. 2	9/5/2025	TLW

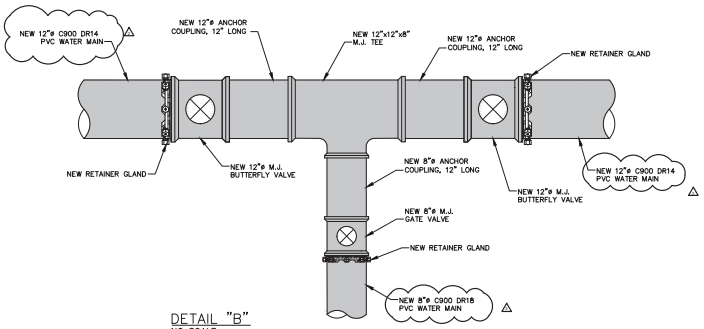
WATER MAIN #5: STA. 0+00 TO STA. 1+40

DRN. BY: CRM | APPD. BY: TLW
DATE: AUG. 12, 2025
HOR. SCALE: 1"=30'
VERT. SCALE: 1"=10'
PROJ. NO.: LS25-1017
SHEET NO.: C13

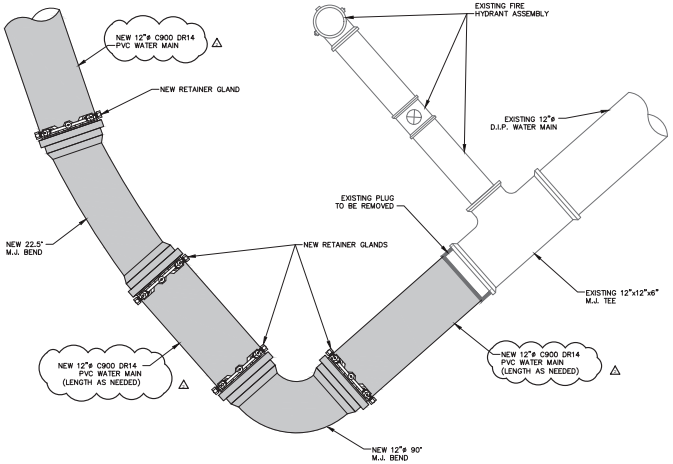
DWG NAME: N:\Jobs\2025\LS25-1017 Blue Springs Task Order #5 NW South Outer Road Water Main\ENGINEERING\AUTOCAD DRAWINGS\03_Construction Drawings\C13 - Additional Water Main - Mock Ave.dwg LAYOUT TAB: WATER MAIN #5 PLOTTED ON: Sep 05, 2025 - 2:35pm PLOTTED BY: member



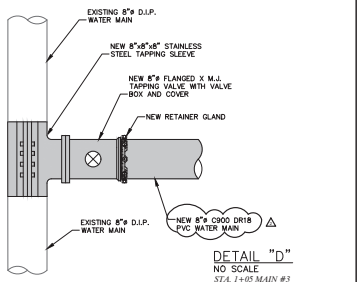
DETAIL "A"
NO SCALE
STA. 0+00 MAIN #1



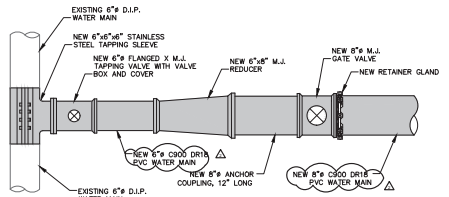
DETAIL "B"
NO SCALE
STA. 25+00 MAIN #1
STA. 33+80 MAIN #1
STA. 47+41 MAIN #1



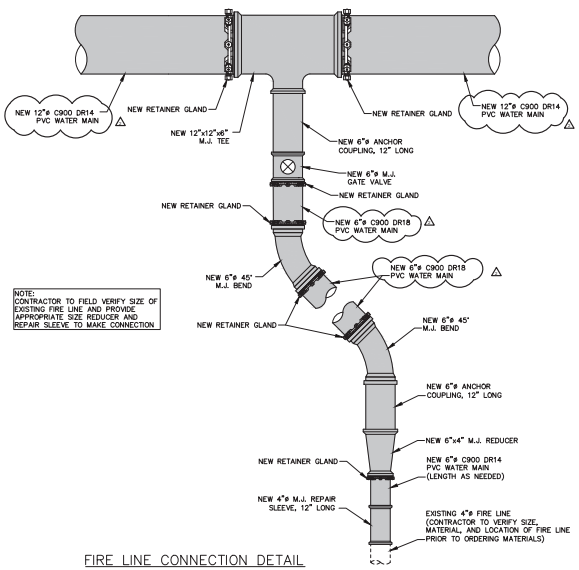
DETAIL "C"
NO SCALE
STA. 73+46 MAIN #1



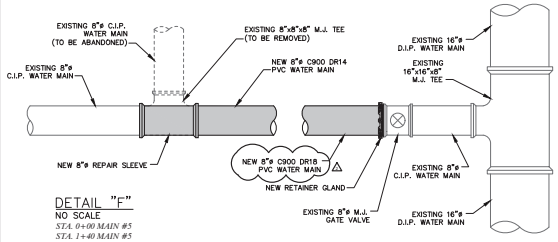
DETAIL "D"
NO SCALE
STA. 1+05 MAIN #3
STA. 0+69 MAIN #4



DETAIL "E"
NO SCALE
STA. 4+22 MAIN #2



FIRE LINE CONNECTION DETAIL
NO SCALE



DETAIL "F"
NO SCALE
STA. 0+00 MAIN #5
STA. 1+40 MAIN #5

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Three working days prior to the start of any excavation the Missouri One Call System, call 1-800-DIG-RITE for utility location information.

All OSHA rules & regulations established for the protection of employees in the type of work these plans shall be strictly followed by the contractor and his employees.

STATE OF MISSOURI
TOBY L. WILLIAMS
NUMBER PE-2010038043
PROFESSIONAL ENGINEER
08/12/2025

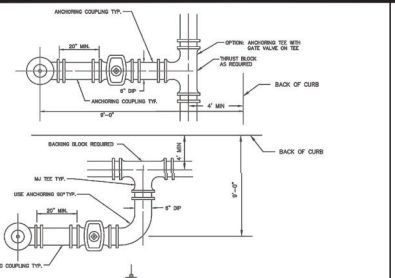
WATER MAIN RELOCATION
NW SOUTH OUTER ROAD
BLUE SPRINGS, MISSOURI

DATE	REVISIONS	DRN. BY	APPD. BY
9/5/2025	ADDENDUM NO. 2	CRM	TLW

DRN. BY: MCH
APPD. BY: TLW
DATE: AUG. 12, 2025
HOR. SCALE: 1"=30'
VERT. SCALE: 1"=10'
PROJ. NO.: LS25-1017
DRWG. NO.: D1

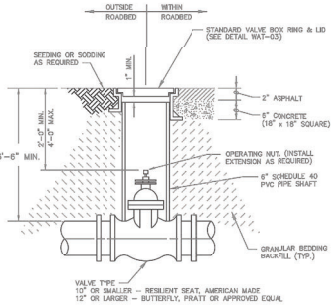
DETAILS

DWG NAME: N:\Jobs\2025\LS25-1017 Blue Springs Task Order #5 NW South Outer Road Water Main\ENGINEERING\AUTOCAD DRAWINGS\03_Construction Drawings\01-02 Details.dwg LAYOUT TAB: D1 PLOTTED ON: Sep 05, 2025 - 2:03pm PLOTTED BY: cmurrow



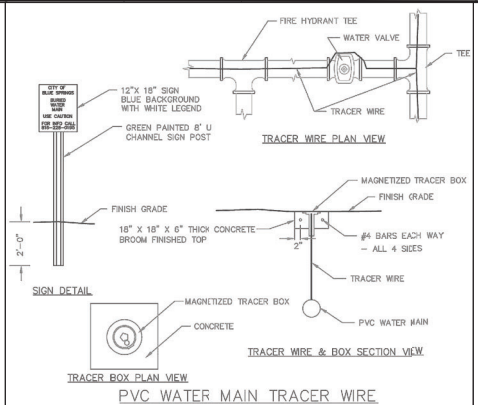
FIRE HYDRANT DETAIL

NOTES:
1. FIRE HYDRANT AND VALVE ASSEMBLY SHALL BE CLEAR OF SIDEWALK PLACEMENT.
2. NO FIRE HYDRANT SHALL BE LOCATED IN THE RIGHT OF WAY WITHIN THE INTERSECTION CURB RADIUS PLUS 10 FEET BEYOND THE INTERSECTION CURB RADIUS..
3. FROM THE TEE TO THE FIRE HYDRANT, ALL PIPING AND FITTINGS SHALL BE CLASS 52 DUCTILE IRON PIPE.
4. ALL VALVES, HORIZONTAL, AND VERTICAL (UP TO THE GRADE LINE) DUCTILE IRON PIPE SHALL BE POLY WRAPPED.
5. FIRE HYDRANT SHALL BE PAINTED RED IN COLOR BY THE MANUFACTURER.
6. DIRECTION TO OPEN HYDRANT SHALL BE COUNTERCLOCKWISE AND MARKED AS SUCH.
7. NO ALL-THREAD RESTRAINT ALLOWED.



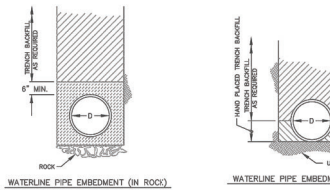
VALVE BOX DETAIL

NOTES:
1. ALL VALVES SHALL BE POLY WRAPPED.
2. WITHIN LAWN AREAS ALL VALVE STACKS SHALL BE ADJUSTED TO BE FLUSH WITH THE FINISH YARD GRADE BEFORE CERTIFICATE OF OCCUPANCY CAN BE GRANTED.



PVC WATER MAIN TRACER WIRE

NOTES:
1. TRACER WIRE INSTALLATION IS REQUIRED ON ALL PVC WATER MAINS.
2. TRACER WIRE SHALL RUN CONTINUOUSLY ABOVE THE PVC WATER MAIN. WIRE SHALL BE COPPERHEAD REINFORCED TRACER WIRE, #12 AWG, WITH APWA BLUE COLORED INSULATION OR APPROVED EQUAL. TRACER WIRE CAN BE SPLICED WITH COPPERHEAD SNAKESITE TWIST LOCK LSC CONNECTORS.
3. COPPERHEAD SNAKEPIT MAGNETIZED TRACER BOXES SHALL BE USED OR APPROVED EQUAL. TRACER BOX SHALL BE COLOR CODED APWA BLUE.
4. WHERE FIRE HYDRANTS ARE LOCATED MORE THAN 600' APART, THERE SHALL BE A SIGN AND A TRACER BOX INSTALLED AT THE BEGINNING, END, TEE, AND ANY 90° CHANGE OF DIRECTION OF PVC WATER MAIN INSTALLATION AND A MAXIMUM OF EVERY 500' IN BETWEEN. ADDITIONALLY A SIGN SHALL BE INSTALLED WITHIN 2' OF EVERY TRACER BOX INDICATING THE PRESENCE OF A WATER MAIN.
5. WHERE FIRE HYDRANTS ARE LOCATED 600' OR LESS APART, THERE SHALL BE A TRACER BOX INSTALLED AT THE BEGINNING, END, TEE, AND A 90° CHANGE OF DIRECTION OF PVC WATER MAIN INSTALLATION AND ABOVE EVERY FIRE HYDRANT TEE.
6. TRACER BOX SHALL BE MOUNTED FLUSH WITH THE FINISH GRADE, DIRECTLY OVER THE WATER MAIN FITTING.
7. TRACER WIRE SHALL BE TAPED TO THE TOP OF THE WATER MAIN WITH PLASTIC TAPE EVERY 10'. WHEN TRACER WIRE ENCOUNTERS A VALVE, WIRE SHALL MOVE TO THE SIDE AND NOT BE LOCATED WITHIN THE VALVE BOX AREA.



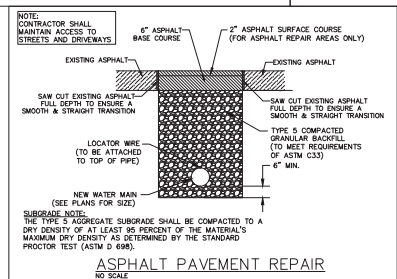
LEGEND	
D	NOMINAL PIPE DIAMETER
	TRENCH BACKFILL
	TAMPED GRANULAR BACKFILL (MODOT AB-3)
	GRANULAR BEDDING

MINIMUM PIPE CLEARANCES (IN)		
D	PIPE SIDE CLEARANCE* (SOIL/ROCK)	PIPE BOTTOM CLEARANCE (SOIL/ROCK)
0"–18"	6/6	0/6
21"–30"	8/9	0/9

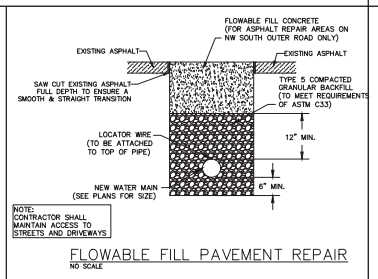
WATERLINE BEDDING MATERIAL GRADATION (% PASSING)		
SIEVE SIZE	TYPE 1 (1/2")	TYPE 2 (BUCKSHOT)
3/4"	95–100	
3/8"	40–60	100
1/4"		
NO. 4		60–80
NO. 8	0–5	0–15
NO. 50		
NO. 200		0

NOTES:
1. GRANULAR BEDDING SHALL MEET THE GRADATION REQUIREMENTS OF THE TABLE ABOVE. MATERIAL TO BE PLACED IN NOT MORE THAN 6" LAYERS AND COMPACTED BY SLICING WITH A SHOVEL OR VIBRATING.
2. TAMPED GRANULAR BACKFILL (MODOT AB-3) THIS MATERIAL SHALL BE USED FOR ALL EXISTING AND PROPOSED STREET CROSSINGS.
3. TRENCH BACKFILL SHALL BE FINELY DIVIDED MATERIAL FREE FROM DEBRIS AND STONES, COMPACTED TO 95% MAXIMUM DENSITY.

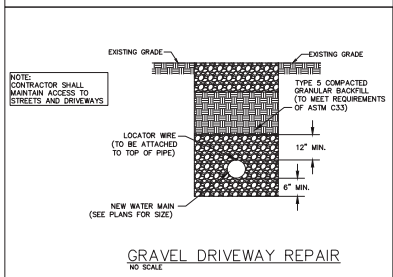
WATERLINE EMBEDMENT DETAILS



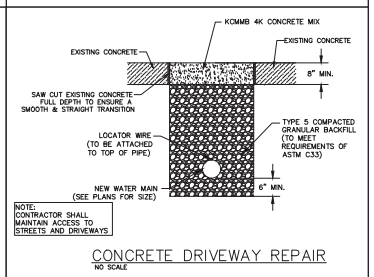
ASPHALT PAVEMENT REPAIR
NO SCALE



FLOWABLE FILL PAVEMENT REPAIR
NO SCALE



GRAVEL DRIVEWAY REPAIR
NO SCALE

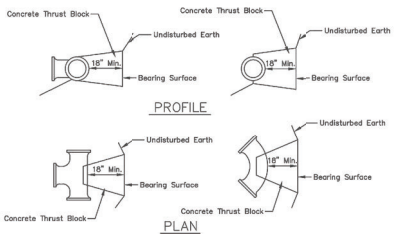


CONCRETE DRIVEWAY REPAIR
NO SCALE

HORIZONTAL CONCRETE THRUST BLOCKING

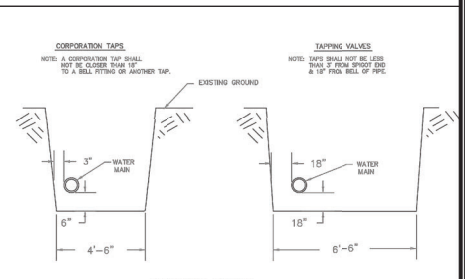
Working Pressure	150	psi
Surge Allowance	100	psi
Design Pressure	250	psi
Soil Bearing Capacity	2,000	psf
Safety Factor	1.0	
Minimum Bearing Area	4.0	sf
Maximum Bearing Area	50.0	sf

Nom. Dia (inches)	180° Tee, Plug	90° Bend	45° Bend	22.5° Bend	11.25° Bend
6	4.0	5.0	4.0	4.0	4.0
8	6.5	9.0	5.0	4.0	4.0
10	10.0	14.0	7.5	4.0	4.0
12	11.6	20.0	11.0	5.5	4.5
14	19.5	27.5	15.0	7.5	4.0
16	25.5	35.5	19.5	10.0	5.0
18	32.0	45.0	24.5	12.5	6.5
20	39.5	55.5	30.5	15.5	8.0
24	56.5	80.0	43.5	22.5	11.5

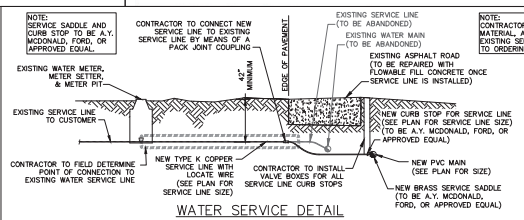


THRUST BLOCK DETAIL

Notes:
1. All bearing surface areas shown in chart are minimums.
2. All mechanical joint fittings shall be restrained joints and have concrete thrust blocks installed for restraint.
3. If any of the conditions of the Standard Detail cannot be met, sealed Engineered design blocking is required.
4. All ductile iron pipe and fittings shall be poly wrapped.



NOTES:
1. EXCAVATIONS EXCEEDING 5' IN DEPTH MUST BE SHORED.
2. ALL MATERIAL FOR SERVICE MUST BE INSTALLED PRIOR TO TAP BEING MADE.
3. ON PLASTIC WATER MAINS, PROTECT THE INTEGRITY OF THE TRACER WIRE.



WATER SERVICE DETAIL
NO SCALE

816 SW 3RD STREET, UNIT H 816-207-5771 (tel)
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Missouri State Certificate of Authority Numbers: Engineering : 2024016417

Three working days prior to the start of any excavation, the contractor shall notify call 1-800-DIG-RITE for utility location information.

All OSHA rules & regulations established for the job site excavation and trenching work must be strictly followed in trenching, shoring, etc.

STATE OF MISSOURI
TOBY L. WILLIAMS
NUMBER PE-2010038043
PROFESSIONAL ENGINEER
08/12/2025

WATER MAIN RELOCATION
NW SOUTH OUTER ROAD
BLUE SPRINGS, MISSOURI

DRW. BY:	APPD. BY:
MCH	TLW
DATE:	
AUG. 12, 2025	
HOR. SCALE:	
1"=30'	
VERT. SCALE:	
1"=10'	
PROJ. NO.	
LS25-1017	
DWG. NO.	
D2	

DETAILS

DWG NAME: N:\Jobs\2025\LS25-1017 Blue Springs Task Order #5 NW South Outer Road Water Main\ENGINEERING\AUTOCAD DRAWINGS\03_Construction Drawings\01-02 Details.dwg LAYOUT TAB: D2 PLOTTED ON: Sep 05, 2025 – 2:03pm PLOTTED BY: cmurrow

CURB RAMP GENERAL NOTES:

ALL AREAS OF THE PEDESTRIAN ACCESS ROUTE MUST BE COMPLIANT WITH THE "AMERICANS WITH DISABILITIES ACT ACCESSIBILITY GUIDELINES (ADAAG)". EXCEPTIONS MUST BE APPROVED BY THE ENGINEER.

FINISHED SIDEWALK SHALL BE STABLE, SLIP RESISTANT AND SURFACE DOES NOT POND WATER.

SIDEWALK AND RAMP CROSS SLOPES SHALL BE A MINIMUM OF 1.0% TO FACILITATE DRAINAGE AND A MAXIMUM OF 2.0% TO BE USABLE FOR DISABLED INDIVIDUALS.

STORMWATER INLETS, SIGNS, POSTS, MANHOLE COVERS, PULL BOXES AND OTHER ACCESS LIDS SHOULD BE AVOIDED WITHIN THE SIDEWALK. IF SUCH A LOCATION IS NECESSARY, THE FEATURE MUST MEET ADA STANDARDS.

THE RUNNING GRADE OF A SIDEWALK SHALL NOT EXCEED 5.0% UNLESS IT IS MATCHING THE GRADE OF THE ADJACENT ROADWAY.

ALL RAMPS SHALL NOT HAVE RUNNING SLOPES GREATER THAN 8.33% OR 1V:12H. RAMP LENGTH NOT REQUIRED TO EXCEED 15 FEET.

PEDESTRIAN ACCESS ROUTE SHALL CONTINUE ACROSS DRIVEWAYS.

SIDE FLARES OF CURB RAMPS, IN THE PATH OF PEDESTRIAN TRAVEL (TRAVERSABLE), SHALL NOT EXCEED A SLOPE OF 1V:10H. SIDE FLARES OUTSIDE THE PEDESTRIAN PATH (NONTRAVERSABLE) MAY BE 1V:2H OR VERTICAL.

TRANSITION FROM SIDEWALK TO GUTTER TO ROADWAY MUST BE FLUSH.

DETECTABLE WARNING DEVICE (TRUNCATED DOMES) SHALL BE PRE-FORMED AND INSTALLED AS PER MANUFACTURER'S RECOMMENDATIONS, AT PUBLIC STREET INTERSECTIONS AND ANY SIGNALIZED INTERSECTIONS. STAMPED CONCRETE WILL NOT BE ACCEPTED.

THE DETECTABLE WARNING DEVICE SHALL BE RED. TRUNCATED DOMES SHALL SPAN THE FULL WIDTH (WITHIN 2") OF THE RAMP OR LANDING.

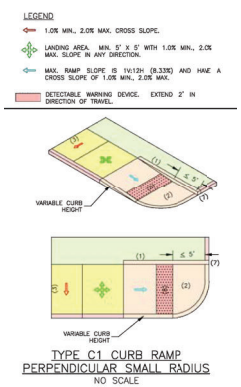
DETECTABLE WARNING DOMES SHALL BE ALIGNED PARALLEL TO THE SLOPE WHEN INSTALLED ON A RAMP. WHEN INSTALLED ON A LANDING OR BLENDED TRANSITION, THEY SHALL BE ALIGNED PERPENDICULAR OR RADIAL TO THE BREAK BETWEEN THE RAMP, LANDING OR BLENDED TRANSITION AND THE STREET.

IF CONSTRUCTION OF 5' X 5' LANDING IS NOT FEASIBLE, 4' X 4' LANDING MAY BE USED WITH APPROVAL FROM THE ENGINEER.

RAMP WIDTH MAY BE REDUCED TO 4' WITH APPROVAL OF THE ENGINEER.

CURB RAMPS AND INTEGRAL CURBS THAT ARE PART OF RAMPS SHALL BE INCLUDED IN THE UNIT BID PRICE FOR CONCRETE SIDEWALK.

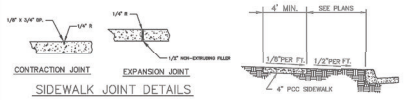
THE CONTRACTOR SHALL IDENTIFY THE REMOVAL LIMITS FOR THE SIDEWALK AND CURB. IF THE CONTRACTOR DETERMINES THE REMOVAL LIMITS ARE NOT ADEQUATE TO MEET ADA STANDARDS, THE CONTRACTOR SHALL STOP WORK IMMEDIATELY AND CONSULT THE ENGINEER TO DETERMINE THE BEST SOLUTION.



TYPE C1 CURB RAMP
PERPENDICULAR SMALL RADIUS
NO SCALE

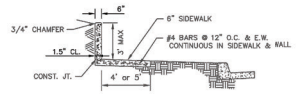


TYPE A4 CURB RAMP
PERPENDICULAR WITH TREE LAWN, SMALL RADIUS
NO SCALE



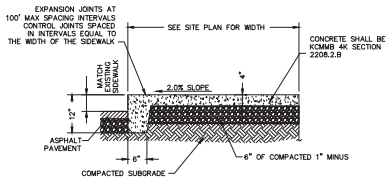
SIDEWALK JOINT DETAILS

TYPICAL SIDEWALK SECTION

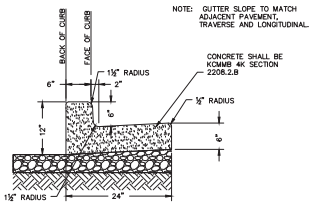


SIDEWALK WITH INTEGRAL RETAINING WALL

NOTES:
1. CONTRACTION JOINTS 4' O.C. OR EQUAL TO THE WIDTH OF SIDEWALK.
2. EXPANSION JOINTS SHALL ABUT EXISTING WALKS, CURBS, DRIVEWAYS, SIMILAR STRUCTURES AND 150' CTRS. MAXIMUM.
3. SIDEWALK SHALL BE PLACED ON 6" OF COMPACTED SUBGRADE PER APWA SPECIFICATIONS.
4. KEY ALL CONSTRUCTION JOINTS.
5. SIDEWALK THICKNESS SHALL BE INCREASED TO 6" MINIMUM WHEN CROSSING A RESIDENTIAL DRIVEWAY AND SHALL MATCH THE THICKNESS OF THE CONCRETE WHEN CROSSING A COMMERCIAL DRIVEWAY.
6. ALL CONCRETE SHALL BE KCMMB 4K MIX.
7. FOR ALL ADA RAMPS AND SIDEWALKS, REFER TO MODOT PROWAG SPECIFICATIONS. EXCEPTIONS: REFER TO NOTE #8 FOR CONCRETE SPECIFICATIONS AND NOTE #8 FOR TRUNCATED DOME PANELS ALLOWED.
8. TRUNCATED DOME PANELS SHALL BE ARMOR TILE CAST IN PLACE OR ADA SOLUTIONS CAST IN PLACE SYSTEMS OR APPROVED EQUAL. PANELS SHALL BE BRICK RED IN COLOR. PANEL SHALL BE 2' X WIDTH OF SIDEWALK.
9. WHENEVER ANY PORTION OF A CURB INLET LID IS UTILIZED FOR SIDEWALK, A FOOTING SHALL BE INSTALLED. SEE STANDARD DETAIL MIS-02.
10. ALL SIDEWALK SHALL MEET MoDOT AND PROWAG ADA REQUIREMEN'S.
11. ANY SIDEWALK INSTALLED PARALLEL TO THE STREET WITH A GREEN SPACE LESS THAN 3' WIDE BETWEEN THE BACK OF THE CURB AND THE SIDEWALK, THE SIDEWALK THICKNESS SHALL BE INCREASED TO 6" AND THE SIDEWALK WIDTH INCREASED BY 1'.
12. SIDEWALK SHALL BE 6" THICK AT STREET INTERSECTIONS FROM THE BACK OF CURB FOR THE FIRST 8 LINEAL FEET AND SHALL BE A MINIMUM OF 5' WIDE FROM THE BACK OF CURB THROUGH THE LANDING.
13. SIDEWALK SHALL BE INSTALLED AT THE WIDTH SHOWN ON THE CONSTRUCTION PLANS.



SIDEWALK DETAIL
NO SCALE



CONCRETE CURB AND GUTTER
NO SCALE

OCHAN
618 SW 3RD STREET, UNIT H 816-207-5771 (tel)
LEE'S SUMMIT, Missouri 64063 www.ochanengineering.com
Civil Engineering
Surveying
Architecture
Site Development
Project Administration
Master Planning
Missouri State Certificate of Authority Numbers: Engineering : 2024016417

Three working days prior to the start of any excavation call 1-800-DIG-RITE for utility location information.

All OSHA rules & regulations established for the safety of those persons shall be strictly followed by working Stairs, etc.

STATE OF MISSOURI
TOBY L. WILLIAMS
NUMBER PE-2010038043
PROFESSIONAL ENGINEER
08/12/2025

WATER MAIN RELOCATION
NW SOUTH OUTER ROAD
BLUE SPRINGS, MISSOURI

DRN. BY:	APPD. BY:
MCH	TLW
DATE:	AUG. 12, 2025
HOR. SCALE:	1"=30'
VERT. SCALE:	1"=10'
PROJ. NO.	LS25-1017
DWG. NO.	D3

DETAILS

DWG NAME: N:\Jobs\2025\LS25-1017 Blue Springs Task Order #5 NW South Outer Road Water Main\ENGINEERING\AUTOCAD DRAWINGS\03_Construction Drawings\01-02 Details.dwg LAYOUT TAB: D3 PLOTTED ON: Sep 05, 2025 - 2:45pm PLOTTED BY: rweber

CITY OF BLUE SPRINGS
CITY COUNCIL INFORMATION FORM

DATE SUBMITTED: September 29, 2025

SUBMITTED BY: Christine Cates **DEPARTMENT: Administration**

☐ Ordinance	☒ Resolution	☐ Presentation	☐ Public Hearing
☐ Contract	☐ Discussion	☐ Economic Dev.	☐ Other

ISSUE/REQUEST

Adopt a Resolution appointing interim Directors to the Colonial Gardens Community Improvement District.

BACKGROUND/JUSTIFICATION

The Colonial Gardens Community Improvement District (CID) was established by Ordinance 5321 on April 15, 2024, creating the Colonial Gardens Community Improvement District and appointed the initial Board of Directors. The Petition and the District's Bylaws provide for the Mayor of the City to appoint Interim Directors of the District, with the consent of the City Council. If, for any reason, a director is not able to serve his/her full term, the remaining directors shall elect an interim director to fill the vacancy of the unexpired term.

By its Resolution No. 2025-1 (attached), the Colonial Gardens CID Board of Directors nominates and the Mayor appoints the following to serve as Interim Directors:

a. Justina Setina as an interim director to fulfill the unexpired term of Grace Ames (term will expire in 2026)
b. Jessica Tinder as an interim director to fulfill the unexpired term of Tory Schwope (term will expire in 2028)

FINANCIAL IMPACT

Contractor:	N/A

PROJECT TIMELINE

Estimated Start Date	Estimated End Date
October 6, 2025	April 15, 2028
Years and Months Contract in effect	**Number of times renewable**
Remaining term	0

STAFF RECOMMENDATION

Staff recommends approval.

OTHER BOARDS & COMMISSIONS ASSIGNED

Name of Board or Commission:	N/A

ECONOMIC DEVELOPMENT PROJECT

Colonial Gardens Community Improvement District

LIST OF REFERENCE DOCUMENTS ATTACHED

1. Colonial Gardens CID Board Resolution No. 2025-1 2. Resolution appointing Interim Directors

REVIEWED BY:

Requesting Director: ***Christine Cates***	Budget: ***N/A***
Legal: ***N/A***	City Administrator: ***Christine Cates***

COLONIAL GARDENS COMMUNITY IMPROVEMENT DISTRICT

Resolution 2025-01
Elect Interim Director and Related Actions
Adopted September 29, 2025

WHEREAS, pursuant to Ordinance No. 5321, adopted April 15, 2024, and pursuant to the Community Improvement District Act, Sections 67.1401 *et seq.*, RSMo, as amended, the City Council of the City of Blue Springs, MO approved the Petition to Establish the Colonial Gardens Community Improvement District ("District"); and

WHEREAS, the current appointed directors are:

1. TORY SCHWOPE (4 year term – 2024-2028)
2. PAUL ABUGATTAS (2 year term – 2024-2026)
3. GRACE AMES (2 year term – 2024-2026)
4. MIKE MALLON (4 year term – 2024-2028)
5. CHRISTINE CATES (2 year term – 2024-2026)
6. LARA VERMILLION (2 year term- 2024-2026)

WHEREAS, Tory Schwope and Grace Ames have resigned as Directors of the District; and

WHEREAS, the District will elect JUSTINA SETINA as an interim director to fulfill the unexpired term of Grace Ames (term will expire in 2026); and

WHEREAS, the District will elect JESSICA TINDER as an interim director to fulfill the unexpired term of Tory Schwope (term will expire in 2028).

THEREFORE, BE IT RESOLVED THAT: Justina Setina is hereby elected as an interim director to a term expiring in 2026 and Jessica Tinder is hereby elected as an interim director to a term expiring in 2028.

APPROVED:

PAUL ABUGATTAS

ATTEST:

Becky Ziegler

Resolution No. 86-2025

A RESOLUTION APPOINTING INTERIM DIRECTORS TO THE COLONIAL GARDENS COMMUNITY IMPROVEMENT DISTRICT

WHEREAS, the City of Blue Springs City Council passed Ordinance 5321 on April 15, 2024, creating the Colonial Gardens Community Improvement District; and

WHEREAS, the Petition provides that if, for any reason, a director is not able to serve his/her full term, the remaining directors shall elect an interim director to fill the vacancy of the unexpired term; and

WHEREAS, the Petition provides for Interim Directors to be appointed by the Mayor, with the consent of the City Council; and

WHEREAS, the nominees have been provided in writing as representatives within the district; and

WHEREAS, the nominees meet the requirements imposed by the Petition and by the Community Improvement District Act.

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

Section 1. That the following persons are hereby appointed to serve interim terms on the Colonial Gardens Community Improvement District, each term to commence effective October 6, 2025 for the designated terms:

a. Justina Setina as an interim director to fulfill the unexpired term of Grace Ames (term will expire in 2026)
b. Jessica Tinder as an interim director to fulfill the unexpired term of Tory Schwope (term will expire in 2028)

Section 2. Scrivener's Errors. Typographical errors and other matters of a similar nature that do not affect the intent of this Ordinance, as determined by the City Clerk, may be corrected with the endorsement of the City Administrator without the need to come before the City Council.

PASSED by the City Council of the City of Blue Springs, Missouri, and approved by the Mayor of Blue Springs, this 6th day of October 2025.

CITY OF BLUE SPRINGS

_____
Chris Lievsay, Mayor

ATTEST:

_____
Erin Ford, City Clerk

2025RES

CITY OF BLUE SPRINGS
CITY COUNCIL INFORMATION FORM

DATE SUBMITTED: September 10, 2025

SUBMITTED BY: Bob Muenz **DEPARTMENT: Police**

☒ Ordinance	☐ Resolution	☐ Presentation	☐ Public Hearing
☐ Contract	☐ Discussion	☐ Economic Dev.	☐ Other

ISSUE/REQUEST

Passage of a Bill amending Sections of Chapter 215 of the Blue Springs Code of Ordinances regarding Dogs, Cats, Animals and Dangerous Animals.

BACKGROUND/JUSTIFICATION

The proposed amendments and additions to Chapter 215 will clarify ambiguities present in the current ordinances, promoting the safety and well-being of animals in the city while providing consequences for owners of animals who do not maintain the prescribed level of care and control of the animals. The amendments are the result of coordination between the Prosecutor and Animal Control.

Amending the following Sections:

215.010 Definitions

- Adding abandonment definition to clarify when animals are let out of fence or car to dispose of them
- Added State definition of harboring
- Added definition of Altered to clarify Spay and neutering
- Added definition of Breeder to clarify
- Added definition of Livestock, Wildlife and Poultry
- Added use of an “E-collar” does not constitute restraint
- Added definitions of Quarantine in home and supervised

Animal Control has seen a rise in people intentionally letting animals out of fence or car to dispose of them, numerous questions have come up in Court regarding ownership vs. harboring, and questions have come up regarding poultry and waterfowl. This section was last updated in 1999.

215.030 Number of Animals

- Modified to include babies and distinguish from commercial kennel or breeder that requires state license.

Animal breeding is becoming a common excuse for over the limit animals, the inclusion of babies to the total number is to prevent breeding that turns in into hoarding. This section was Last updated in 2006.

215.040 Duty of Owner to Restrain

- Added enhanced punishment for unrestrained animal that bites a human or another animal.

215.050 Animal Neglect

- Clarified neglect with specific language prohibiting leaving animals in vehicles in dangerous conditions.

Animal Control has seen an increase in the number of animals left in vehicles. This section was last updated in 1994.

215.060 Cruelty to Animals

- Amended to follow State Statute

This section was last updated in 1982.

215.080 Animals That Bite Duty of Owner

- Added bites to other animals.
- Clarified conditions of quarantine

This section was last updated in 1994.

215.120 Exemption from Provisions

- Updated appropriate sections numbers after added sections.
- This section was last updated in 1982.

215.140 Veterinarian Tag Required

- Clarifies duty to produce upon demand proof of rabies vaccination
- Clarifies medical exemptions

Numerous questions and confusion have risen in Court regarding the duty to produce proof of vaccination. This section was last updated in 2012.

Section 215.170 Dangerous Animals Prohibited

- Removes the language requiring a written complaint and clarifies harboring of dangerous animals.

FINANCIAL IMPACT

N/A

PROJECT TIMELINE

Estimated Start Date	Estimated End Date
October 6, 2025	N/A

STAFF RECOMMENDATION

Staff recommends approval.

OTHER BOARDS & COMMISSIONS ASSIGNED

Name of Board or Commission:	N/A

ECONOMIC DEVELOPMENT PROJECT

N/A

LIST OF REFERENCE DOCUMENTS ATTACHED

1. Bill amending code of ordinances.

REVIEWED BY:

Requesting Director: ***Bob Muenz***	Budget: ***N/A***
Legal: ***Jennifer Baird***	City Administrator: ***Christine Cates***

Introduced by Councilmember _____ BILL NO. 5354

ORDINANCE NO. _____

AN ORDINANCE AMENDING SECTIONS OF CHAPTER 215 OF THE CODE OF ORDINANCES, CITY OF BLUE SPRINGS, MISSOURI RELATING TO DOGS, CATS, ANIMALS AND DANGEROUS ANIMALS

WHEREAS, Chapter 215 of the Code of Ordinances, City of Blue Springs, Missouri sets forth the provisions that govern Dogs, Cats, Animals and Dangerous Animals; and

WHEREAS, to better serve the citizens of Blue Springs the following ordinances are being amended to present better clarity and purpose: Sections 215.010 Definitions, 215.030 Number of Animals, 215.040 Duty of Owner to Restrain, 215.050 Animal Neglect, 215.060 Cruelty to Animals, 215.080 Animals That Bite Duty of Owner, 215.120 Exemption from Provisions, 215.140 Veterinarian Tag Required, 215.170 Dangerous Animals Prohibited.

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

NOTE: LANGUAGE TO BE ADDED IS UNDERLINED. LANGUAGE TO BE DELETED IS SHOWN AS ~~STRICKEN~~. Sections and Subsections not set out herein are not amended or changed.

Section 1. That Section 215.010 of the Code of Ordinances, City of Blue Springs, Missouri, is hereby amended to read as follows:

215.010 Definitions

As used in this Chapter the following terms shall have these prescribed meanings:

ABANDON

Leaving a dog, cat or other animal in the City and not providing food, water or shelter. Owner intentionally releasing an animal from restraint or confinement and setting it free from property or motor vehicle. This shall include leaving or not redeeming a dog, cat or other animal at an animal shelter, Animal Control Impound, Veterinary Clinic, groomer, boarding facility or kennel.

ALTERED

Spay or neutered and unable to reproduce.

ANIMAL

Any living, vertebrate creature, domestic or wild, other than lobster, shrimp, clams, fish in an aquarium, and humans.

ANIMAL CONTROL OFFICER

An officer or agent designated by the City of Blue Springs to enforce this Chapter and may include a Police Officer.

AT LARGE

A dog, cat or other animal shall be deemed to be at large when off the property of the owner and not under restraint.

BREEDER

A person, engaged in the business or hobby of breeding animals for sale or for exchange in return for a consideration, and who harbors more than ONE intact female for the primary purpose of breeding animals for sale;

DANGEROUS ANIMAL

Any animal having evidenced a disposition, propensity or tendency to attack or bite any person or other animal without provocation, or any animal which, without provocation, in a vicious or terrorizing manner, approaches any person in apparent attitude of attack upon the streets, sidewalks, or any public grounds or places; or any animal which is wild by nature and of a species which, due to size, vicious nature or other characteristics, constitutes a danger to human life, physical well-being, or property; or any animal which has been found to be vicious, dangerous, or a danger or menace to persons or other animals by a court of law of another jurisdiction after a hearing or upon a plea agreement is hereby deemed to be a dangerous animal. For the purpose of this Chapter, where the official records of the Animal Control Office or the Police Department of this City or any other jurisdiction establish that an animal has bitten any person or other animal on one (1) or more separate occasions without provocation, such evidence shall be prima facie evidence that said animal is a dangerous animal. In making a determination as to whether an animal is dangerous, elements that may be considered, but are not required to be, are provocation, location of the event, reason for the attack, whether the animal is acting protectively, whether the animal was tormented or abused, the seriousness of an attack, and previous attacks.

EXPOSED TO RABIES

Shall mean bitten by, or fought with, or has come in close contact with an animal showing symptoms of rabies.

HARBOR

To feed or shelter an animal at the same location for three or more consecutive days.

HUMANE MANNER

Care of an animal to include, but not be limited to, adequate heat, ventilation and sanitary shelter, wholesome food and water, consistent with the normal requirements and feeding habits of the animal's size, species and breed.

KENNEL

An establishment kept for the purpose of breeding, selling, or boarding dogs or cats or engaging in training dogs or cats.

LIVESTOCK

Any traditional farm animal including but not limited to cows, sheep, horses, donkey, pony, goats, non-pot bellied pigs. geese, turkey, lama, and alpaca.

NEUTERED

Male dog or cat surgically rendered to be permanently incapable of reproduction by a licensed veterinarian.

OWNER

The person having the right of property or custody of a dog, cat, or animal or who keeps or harbors a dog, cat, or animal or knowingly permits a dog, cat or animal to remain on or about any premises occupied by that person.

POULTRY

Domesticated avian species that can be raised for eggs, meat and/or feathers. The term "poultry" covers a wide range of birds, from indigenous and commercial breeds of chickens, ducks, turkeys, guinea fowl, geese, quail, pigeons, ostriches and pheasants.

QUARANTINE-IN-HOME

An Animal being confined in-doors and separated and isolated from all persons and animals at all times. Animal is to be taken outdoors for the bathroom on a leash restrained by owners as needed. The animal is not to leave the property or interact with other people or animals during this period.

QUARANTINE-SUPERVISED

An Animal being impounded in designated shelter or animal hospital for monitored isolation.

RESTRAINT

A dog, cat, or animal is under restraint if it is within a fully enclosed or fenced area or under the handheld leash of owner or agent of the owner, or on a leash confining such dog, cat, or animal to the yard of its owner; or such dog, cat, or animal is confined to the premises of the residential property of their owner by an electronic fence or an electronic collar.

SPAYED FEMALE DOG OR CAT

A female dog or cat ~~certified by a licensed veterinarian to have been spayed~~ surgically rendered to be permanently incapable of reproduction by a licensed veterinarian.

VICIOUS ANIMAL

A dog, cat, or animal that constitutes a physical threat to humans or other domestic animals.

WILDLIFE

Native species to the state or region shall mean and include all wild birds, mammals, fish and other aquatic and amphibious forms, and all other wild animals, regardless of classification, whether resident, or migratory, protected or unprotected. Including, but not limited to squirrels, raccoons, opossums, fox, coyote, Canadian Geese, skunk, badger, or bobcat.

Section 2. That Section 215.030 of the Code of Ordinances, City of Blue Springs, Missouri, is hereby amended to read as follows:

Section 215.030 Number Of Animals — Residential Restriction.

It shall be unlawful for any person to own, keep harbor or have custody of more than four (4) adult animals over the age of six (6) months, and no more than twelve (12) total animals of any age in a zoned residential neighborhood. Five (5) or more adult animals or thirteen (13) or more total animals will constitute a commercial kennel or breeder and require proper zoning and an occupational license issued by the City License Collector, as well as require proper state license from the Missouri Department of Agriculture. Backyard Hens as permitted by Section 215.127 do not count towards the Number of Animals contained within this Section.

Section 3. That Section 215.040 of the Code of Ordinances, City of Blue Springs, Missouri, is hereby amended to read as follows:

Section 215.040 Duty Of Owner To Restrain Dogs, Cats Or Other Animals At All Times And Exceptions.

A. A dog or cat or other animal owner, or a person having charge, care, control or custody of any dog, cat or other animal, shall keep their dog, cat, or other animal under restraint at all times. The foregoing shall not apply to a "Seeing Eye dog" actually being used by a blind person, a "signal dog" actually being used by a hearing impaired person, or a "service dog" actually being used by a handicapped person, or a Police dog being used by any Federal, State, County, City or City and County Law Enforcement Agency for any law enforcement purpose, or a dog within the fenced in area of an area designated and posted as a dog park by the City of Blue Springs so long as such dog does not harm or damage, or threaten to harm or damage, any person or animal on public or private property.

B. An animal owner, or a person having charge, care, control or custody of any dog, cat or other animal that is not under restraint and bites a human or another animal shall be subject to enhanced punishment. Punishment shall be determined by the Court to be a fine of not more than one thousand dollars ($1000.00) or imprisonment not exceeding ninety (180) days, or by both such fine and imprisonment.

Section 4. That Section 215.050 of the Code of Ordinances, City of Blue Springs, Missouri, is hereby amended to read as follows:

Section 215.050 Animal Neglect — Duties Of Owner.

A. The owner of a dog, cat or other animal shall provide it with humane shelter from heat, cold, rain, wind and snow, and shall give it food and water adequate to keep the animal in good health and comfort. Animal shelters, to include dog houses and kennels, must be soundly constructed, dry and provided in cold weather with clean bedding. All dogs or cats must be given an opportunity for vigorous daily exercise and must be provided by their owners with veterinary care when needed to prevent suffering.

B. The owner of a dog, cat or other animal shall not leave an animal unattended in a motor vehicle without proper food, water and protection from exposure to extreme temperatures hot or cold.

C. No owner shall permit a dog or cat to bark, howl, meow or cry, in such a manner that it annoys or disturbs a reasonable ~~man~~ person.

D. No owner shall allow to accumulate excrement or other waste material such that either the odor or smell of the same is offensive to a reasonable man located off the owner's property, or the condition creates a health hazard to man or animal, or unreasonably interferes with the normal enjoyment of another person's property.

E. No owner of a dog, cat or other animal shall abandon their dog, cat or animal.

Section 5. That Section 215.060 of the Code of Ordinances, City of Blue Springs, Missouri, is hereby amended to read as follows:

Section 215.060 Cruelty To Animals Prohibited.

~~It shall be unlawful for any person within the City to inhumanely, cruelly or unreasonably whip, beat or abuse any animal.~~

A person commits the offense of Cruelty to Animals if he or she:

(1) Intentionally or purposely kills an animal in any manner not allowed by or expressly exempted from the provisions of RSMo sections 578.005 to 578.023 and 273.030; or

(2) Purposely or intentionally causes injury or suffering to an animal; or

(3) Having ownership or custody of an animal knowingly fails to provide adequate care which results in substantial harm to the animal.

Section 6. That Section 215.080 of the Code of Ordinances, City of Blue Springs, Missouri, is hereby amended to read as follows:

Section 215.080 Animals That Bite Humans; Animals Exposed To Rabies — Duty Of Owner — Quarantine Required.

A. Every animal that has bitten any person or persons or another domestic animal that resides outside the residence shall be immediately ~~confined~~ quarantined, in home by the owner, who

shall promptly notify ~~a Police Officer or~~ an Animal Control Officer. The owners shall, upon demand by ~~a Police Officer or~~ an Animal Control Officer, surrender any such animal for supervised quarantine in the designated City Pound, or shelter, or a licensed veterinary hospital as designated by the Chief of Police or a Police Department Animal Control Supervisor, and shall be held responsible for all costs incurred during the quarantine period. The animal must, in any event, be quarantined for ten (10) days. The owner shall pay all boarding fees and costs of having their animal vaccinated against rabies, if any, before release ~~from kennel~~.

B. When bitten by a rabid animal, unvaccinated animals should be destroyed immediately. If the owner is unwilling to have this done, the unvaccinated animal shall be placed in strict isolation for six (6) months and shall be vaccinated one (1) month before being released. The owner shall pay the costs of the "strict isolation" and the vaccination.

Section 7. That Section 215.120 of the Code of Ordinances, City of Blue Springs, Missouri, is hereby amended to read as follows:

Section 215.120 Exemptions From Provisions.

Hospitals, clinics and other facilities operated by licensed veterinarians for the care and treatment of animals are exempt from all provisions of this Chapter except Sections ~~215.070 through 215.100~~ 215.050 through 215.100. The veterinarian tag provisions of this Chapter shall apply to non-residents of the City.

Section 8. That Section 215.140 of the Code of Ordinances, City of Blue Springs, Missouri, is hereby amended to read as follows:

Section 215.140 Veterinarian Tag Required.

No person shall own, keep or harbor any dog, or cat or ferret over four (4) months of age within the City limits unless such animal has been vaccinated against rabies within the last twelve (12) months with rabies vaccine effective for annual vaccinations or within the last three (3) years if previously vaccinated with vaccine with an effective vaccination duration of three (3) years per the manufacturer's warranty and the recommendation of a veterinarian, and has been issued a receipt and tag from a licensed veterinarian as herein provided, which tag shall reflect the effective duration of the vaccination and which tag the dog or cat shall wear at all times. Proof of rabies vaccination status must be provided when requested by an Animal Control Officer. Rabies vaccination will not be required when deemed medically dangerous for the animal. Official documentation signed by a licensed veterinarian is required stating rabies vaccination is not medically possible for safety of the animal.

Section 9. That Section 215.170 of the Code of Ordinances, City of Blue Springs, Missouri, is hereby amended to read as follows:

Section 215.170 Dangerous Animals Prohibited

A. Upon the written complaint of any person that a person owns, or is keeping or harboring, within the City a dangerous animal in violation of this Chapter, the Animal Control Officer or ~~Public Safety~~ Police Officer shall forthwith cause the matter to be investigated; and, if after investigation, the facts indicate:

1. The animal is a dangerous animal; and

2. Such person named in the complaint is, in fact, the owner of, or is keeping or harboring, any such dangerous animal in the City.

The Animal Control Officer or ~~Public Safety~~ Police Officer shall forthwith issue a general ordinance summons for a violation of Section 215.160 to such person owning or keeping or harboring said animal, and give written notice to such person requiring such person to safely remove said animal from the City within three (3) days of the date of said notice. Upon removal from the city, owner must notify Animal Control as to the location of the animal involved.

B. Notice as herein provided shall not be required where such dangerous animal has caused serious physical harm or death to any person or other animal or has escaped and is at large. In such case, the Animal Control Officer or Police Officer shall immediately issue a general ordinance summons to the person who owns or is keeping or harboring the animal for a violation of Section 215.160, and cause said animal to be immediately seized and impounded, or killed if seizure or impoundment is not possible without risk of serious physical harm or death to any person. Impoundment may be in any animal shelter so designated by the person in charge of animal control. It is unlawful to fail to remove the animal within the three (3) day period and said failure shall constitute a violation of this Section. All impoundment costs are the responsibility of the owner.

Section 10. That this Ordinance shall be in full force and effect from and after its passage and approval.

Section 11. Scrivener's Errors. Typographical errors and other matters of a similar nature that do not affect the intent of this Ordinance, as determined by the City Clerk, may be corrected with the endorsement of the City Administrator without the need to come before the City Council.

PASSED by the City Council of the City of Blue Springs, Missouri, and approved by the Mayor of Blue Springs, this 6th day of October 2025.

CITY OF BLUE SPRINGS

_____
Chris Lievsay, Mayor

ATTEST:

_____
Erin Ford, City Clerk

1st Reading: _____
2nd Reading: _____

CITY OF BLUE SPRINGS
CITY COUNCIL INFORMATION FORM

DATE SUBMITTED: September 9, 2025 **CONTRACT NO.**

SUBMITTED BY: George Schmitz **DEPARTMENT: Administration**

☒ Ordinance	☐ Resolution	☐ Presentation	☐ Public Hearing
☒ Contract	☐ Discussion	☐ Economic Dev.	☐ Other

ISSUE/REQUEST

Passage of a Bill approving a contract for legal services with Lauber Municipal Law, LLC.

BACKGROUND/JUSTIFICATION

On September 18, 2024 by Ordinance No. 5368, the City entered into an agreement by Contract with the firm Lauber Municipal Law, LLC (Lauber) for legal services and appointed Jennifer M. Baird of Lauber Municipal Law, LLC as City Attorney for the City of Blue Springs.

Lauber's firm's costs have increased with the increased rates being applied to time billed beginning October 1, 2025. The hourly rate shall now be billed as follows:

- Ms. Baird and each attorney completing work under the normal scope of services - $225 per hour
- Clerk or Paralegal - $110 per hour

Previously, the fees were an hourly rate of $215 per hour for attorney, and $100 per hour for paralegal and clerk. The annual compensation for Lauber Municipal Law, LLC shall not exceed $204,000.00, subject to review and adjustment annually approved by Ordinance.

Staff recommends approval of this Bill and continuing with Lauber Municipal Law, LLC for legal services.

FINANCIAL IMPACT

Contractor:	Lauber Municipal Law, LLC	
Amount of Request/ Contract:	$204,000 not to exceed	
Amount Budgeted:	$204,000	
Budget Year:	FY 2025-26	
Funding Source/Account #:	100-12300-530100	
Account Balance:	$204,000	Date: 9/15/2025

PROJECT TIMELINE

Estimated Start Date	Estimated End Date
October 6, 2025	N/A

STAFF RECOMMENDATION

Staff recommends approval.

OTHER BOARDS & COMMISSIONS ASSIGNED

Name of Board or Commission:	N/A

ECONOMIC DEVELOPMENT PROJECT

N/A

LIST OF REFERENCE DOCUMENTS ATTACHED

1. Bill with Contract attached as Exhibit A.

REVIEWED BY:

Requesting Director: ***George Schmitz***	Budget: ***Lori Turner***
Legal: ***N/A***	City Administrator: ***Christine Cates***

SUPPORTING DOCUMENTS:
(FOR CONTRACT ITEMS ONLY)

Document	Attached	If not attached, explain
Certificate of Insurance:	☒	
E-Verify Affidavits:	☒	
E-Verify proof of enrollment:	☒	
Bond:	☐	
Anti-Discrimination Against Israel Act Certification (contract over $100,000)	☐	
Wage Order, by reference	☐	Wage Order Number:
IRS Form W-9:	☒	
Bid/RFP/RFQ: (submit all)	☐	
Bid/RFP/RFQ Tabulation:	☐	
Bid Waiver: (less than three bids)	☐	
Contractor address and email:	☒	Lauber Municipal Law, LLC 4031 NE Lakewood Way Lee's Summit, MO 64064 Jennifer M. Baird jbaird@laubermunicipal.com 816-525-7881
Project Exemption Certificate needed:	☐	
Other:	☐	

Introduced by Councilmember _____ BILL NO. 5355

ORDINANCE NO. ____

AN ORDINANCE APPROVING A CONTRACT BETWEEN THE CITY OF BLUE SPRINGS AND LAUBER MUNICIPAL LAW, LLC FOR LEGAL SERVICES

WHEREAS, on September 18, 2024, by Ordinance No. 5368, the City entered into a contact with the law firm of Lauber Municipal Law, LLC for legal services, appointing Jennifer M. Baird as City Attorney for the City of Blue Springs; and

WHEREAS, Lauber Municipal Law, LLC and the City wish to enter into a new contract to reflect updated rates for legal services; and

WHEREAS, the new contract supersedes the 2024 agreement; and

WHEREAS, the contract with Lauber Municipal Law, LLC is not to exceed $204,000 annually at an hourly rate of $225 per hour for attorney, and $110 per hour for paralegal and clerk, subject to review and adjustment annually; and

WHEREAS, Section 115.030 Special Counsel-Authority of Mayor and Council to Employ; Compensation of the Code of Ordinances provides that the Mayor and City Council may by Ordinance employ an additional attorney who, with the City Attorney, shall perform any legal services required by the City, and that the compensation shall be prescribed by Ordinance or Resolution.

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

Section 1. The City Administrator is hereby authorized to enter into a contract between the City of Blue Springs and Lauber Municipal Law, LLC for legal services in the amount not to exceed $204,000. A copy of the Contract is attached hereto as Exhibit “A” and is incorporated herein.

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

Section 3. This Ordinance shall be in full force and effect from and after its passage and approval.

Section 4. Scrivener’s Errors. Typographical errors and other matters of a similar nature that do not affect the intent of this Ordinance, as determined by the City Clerk, may be corrected with the endorsement of the City Administrator without the need to come before the City Council.

PASSED by the City Council of the City of Blue Springs, Missouri, and approved by the Mayor of Blue Springs, this 6th day of October 2025.

CITY OF BLUE SPRINGS

_____
Chris Lievsay, Mayor

ATTEST:

_____
Erin Ford, City Clerk

1st Reading: _____
2nd Reading: _____

EXHIBIT A

EFFECTIVE DATE: October 6, 2025	TERMINATION DATE: Until terminated by City Council	CONTRACT NUMBER:

CITY	CONSULTANT
City of Blue Springs **903 West Main Street** **Blue Springs, MO 64015**	**Lauber Municipal Law, LLC** **4031 NE Lakewood Way** **Lee's Summit, MO 64064**
Department: Administration	Attention: Jennifer Baird
Phone: (816) 228-0111	Phone: (816) 525-7881

CONTRACT FOR PROFESSIONAL SERVICES

THIS CONTRACT, made and entered into this _____day of _____ 2025, by the parties identified above.

WITNESSETH:

WHEREAS, the City of Blue Springs desires to engage the Consultant to perform certain professional and technical professional services and which may include materials and equipment associated with the services, as hereafter described in ***Exhibit 1***; and

WHEREAS, the Consultant shall provide said services under the terms, rates, and conditions specified in ***Exhibit* 1** as needed and upon request by the City; and

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

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

1. **Services**. The City agrees to engage the services of the Consultant and the Consultant agrees to perform the services at the rates hereinafter set forth as described in ***Exhibit 1,*** and as needed upon request by the City.

2. **Standard of Care**.

a. Consultant shall exercise the same degree of care, skill, and diligence in performance of all Services to the City that is ordinarily possessed and exercised by reasonable, prudent, and experienced professionals under similar circumstances.

b. Consultant represents it has all necessary licenses, permits, knowledge, and certifications required to perform the Services described herein.

3. **Addition to Services**. The City may add to the Consultant services or delete therefrom activities of a similar nature to those set forth in ***Exhibit 1***, provided that the total cost of such work does not exceed the total cost allowance as specified in Paragraph 7 hereof. The Consultant shall undertake such changed activities only upon the direction of the City. All such directives and changes shall be in written form and prepared and approved by the office of the City Administrator

or the Department Head for the City as related to this Contract, or his designee, with approval of the City Council if required, and shall be accepted and countersigned by the Consultant. To the extent any conflict exists between the terms of this Contract and any Consultant terms attached hereto or otherwise incorporated, the terms of this Contract control and supersede.

4. **Exchange of Data and Ownership of Work Product**.

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

b. Consultant agrees that any documents, materials and work products produced in whole or in part through it under this Contract, and any intellectual property rights of consultant therein (collectively the "Works") are to be owned by the City. Accordingly, Consultant hereby assigns to the City all of its right, title, and interest in and to such Works.

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

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

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

7. **Costs not to Exceed**. The City of Blue Springs is limited by law with respect to the amount of money it can pay. Therefore, the City has established a fixed sum for this Contract which cannot be exceeded unless this Contract is amended. The Consultant providing services hereunder shall be required to keep track of hours billable under this Contract at all times; and any work in excess of the fixed sum shall not be eligible for payment. The Consultant shall notify the City if Consultant anticipates that the Contract amount may be exceeded, in order to determine whether or not the City is prepared to increase the total compensation. The Consultant shall establish a billing system showing the amount of money remaining on the Contract which shall be shown in each monthly billing.

8. **Media Announcements**. Consultant shall not be authorized to make statements to the media or otherwise on behalf of the City without express direction and consent of the City.

9. **Payment**.

a. **Conditioned upon acceptable performance**. Provided Consultant performs the services in the manner set forth in Paragraph 1 hereof, the City agrees to pay the Consultant in

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

b. Total compensation not to exceed. It is expressly understood that in no event will the total compensation and reimbursement to be paid to the Consultant **annually** under the terms of this Contract exceed the sum of $204,000 unless agreed to by the City and Consultant in writing.

10. **Termination of Contract.**

a. **Termination for breach.** Failure of the Contractor to fulfill Contractor's obligations under this Contract in a timely and satisfactory manner in accordance with the schedule and description of services set forth in ***Exhibit 1*** shall constitute a breach of the contract, and the City shall thereupon have the right to immediately terminate the contract. The City shall give written notice of termination to the Contractor by U.S. Postal Service Mail or by hand delivering a copy of the same to the Contractor; or may give notice by any combination of these methods. The date of termination shall be the date upon which notice of termination is hand delivered to Consultant or the third day following mailing of the notice of termination, whichever first occurs. In the event of termination for breach, all finished or unfinished deconstruction, reconstruction, new construction, repairs, materials, drawings, plans, specifications, and other documents as required of the Contractor under this Contract shall at the option of the City become its property, and the Contractor shall be entitled to receive just and equitable compensation for any satisfactory work completed on such project; provided, that the Contractor shall not be relieved of liability to the City for damages sustained by the City by virtue of any such breach of the Contract by the Contractor.

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

c. **Enforcement**. In the event of litigation by the City against the Consultant to enforcement the terms of this Contract or to remedy a breach of the terms of this Contract (either in law or in equity), the City shall be entitled to recover from the Consultant its reasonable attorney fees, costs, and expenses arising from such litigation if the City is a prevailing party.

11. **Conflicts**. No salaried officer or employee of the City, and no member of the City Council shall have a financial interest, direct or indirect, in this contract. A violation of this provision renders the Contract void. Any federal regulations and applicable provisions in Section 105.450 *et seq.*

RSMo. shall not be violated. Consultant covenants that it presently has no interest and shall not acquire any interest, direct or indirect, which would conflict in any manner or degree with the performance of services to be performed under this contract. The Consultant further covenants that in the performance of this Contract no person having such interest shall be employed.

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

13. **Confidentiality of Documents**. Any reports, data, design, or similar information given to or prepared or assembled by the Consultant under this Contract which the City requests to be kept as confidential shall not be made available to any individual or organization by the Consultant without prior written approval of the City.

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

15. **Occupational License**. The Consultant shall obtain and maintain an occupational license with the City of Blue Springs, Missouri, if required by city code and any required state or federal license. The cost for this occupational license shall be borne by the Consultant. No contract will be executed by the City until this occupational license has been obtained.

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

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

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

a. If the Consultant is a foreign corporation, a certificate of authority to transact business in the State of Missouri from the Secretary of State, unless exempt pursuant to the

provisions of Section 351.572 RSMo. (*See also,* Section 351.574 RSMo. as to consequences of failing to comply.)

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

19. **Work Authorization Program.** If this Contract awarded to a business entity is in excess of five thousand dollars ($5,000), the business entity, and any subcontractors of the business entity, shall, by sworn affidavit and provision of documentation, affirm it's or their enrollment and participation in a federal work authorization program with respect to the employees working in connection with the contracted services. Every such business entity, and any subcontractors of the business entity, shall also affirm by the affidavit that it does not knowingly employ any person who is an unauthorized alien in connection with the contracted services. A subcontractor shall provide similar affidavit and documentation to the Consultant at the time the subcontractor is hired pursuant to Section 15 CSR 60-15.020. A federal work authorization program is any of the electronic verification of work authorization programs operated by the United States Department of Homeland Security or an equivalent federal work authorization program operated by the United States Department of Homeland Security to verify information of newly hired employees, under the Immigration Reform and Control Act of 1986 (IRCA), P.L.99-603. A business entity is any person or group of persons performing or engaging in any activity, enterprise, profession, or occupation for gain, benefit, advantage, or livelihood. The term business entity shall include but not be limited to self-employed individuals (except it shall not include a self-employed individual with no employees), partnerships, corporations, contractors, and subcontractors.

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

Work Authorization Affidavit

STATE OF MISSOURI)
) ss.
COUNTY OF Jackson)

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

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

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

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

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

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

1. My name is Jennifer Baird and I am currently the Member of Lauber Municipal Law (hereinafter "Company"), whose business address is 4031 NE Lakewood Way, Lee's Summit, MO 64064, and I am authorized to make this Affidavit.

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

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

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

Jennifer M. Baird
Affiant / Contractor

Jennifer M. Baird
Printed Name

Subscribed and sworn to before me this 1st day of October, 2025.

SEAL

LYNITA MEIER
Notary Public - Notary Seal
Jackson County - State of Missouri
Commission Number 13779599
My Commission Expires Feb 20, 2027

Lynita Meier
Notary Public

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

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

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

a. Comprehensive General Liability: Minimum limit of $3,000,000 combined single limit for bodily injury and property damage per occurrence with City named as an additional insured on the policy.

b. Comprehensive Automobile Liability: $2,000,000 combined single limit.

c. Workers' Compensation: Statutory requirements.

d. Professional Liability Insurance: Consultant agrees to maintain professional liability insurance in the amount of $2,000,000 per claim and in the aggregate during the term of this Contract.

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

23. **Liability and Indemnity**.

a. In no event shall the City be liable to the Consultant for special, indirect, or consequential damages, except those caused by the City's gross negligence or willful or wanton misconduct arising out of or in any way connected with a breach of this contract. The maximum liability of the City shall be limited to the amount of money to be paid or received by the City under this contract.

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

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

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

e. Consultant's obligation to indemnify and hold harmless shall remain in effect and shall be binding on Consultant whether such injury shall accrue, or may be discovered, before or after termination of this contract.

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

24. **Anti-Discrimination Against Israel Act.** If this Contract is over $100,000.00, pursuant to Section 34.600, RSMo, Consultant agrees to comply with Missouri law regarding the Anti-Discrimination Against Israel Act, and execution of this Contract constitutes Consultant's certification of compliance with the Anti- Discrimination Against Israel Act, including that it is not currently engaged in, and shall not, for the duration of the contract, engage in a boycott of goods or services from the State of Israel; companies doing business in, or with, Israel companies authorized by, licensed by, or organized under, the laws of the State of Israel; or persons or entities doing business in the State of Israel. This section shall not apply to contracts with a total potential value of less than one hundred thousand dollars or to contractors with fewer than ten employees.

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

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

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

28. **Notices**. All notices, requests, consents, claims, demands, waivers, and other communications hereunder shall be in writing and shall be deemed to have been given (a) when delivered by hand (with written confirmation of receipt); (b) when received by the addressee if sent by a nationally recognized overnight courier (receipt requested); (c) on the date sent by facsimile or e-mail of a PDF document (with confirmation of transmission) if sent during normal business hours of the recipient, and on the next Business Day if sent after normal business hours of the recipient; or (d) on the third day after the date mailed, by certified or registered mail (in each case, return receipt requested, postage pre-paid). Such communications must be sent to the respective parties at the following addresses (or at such other address for a party as shall be specified in a notice given in accordance with this Section):

To City:
City of Blue Springs
Attn: Christine Cates
903 W. Main Street
Blue Springs, MO 64015
816-228-0111

To Consultant:
Lauber Municipal Law, LLC
Attn: Jennifer Baird
4031 NE Lakewood Way
Lee's Summit, MO 64064
816-525-7881

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

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

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

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

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

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

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

LAUBER MUNICIPAL LAW, LLC	**CITY OF BLUE SPRINGS, MISSOURI**
By: Jennifer M. Baird	
Name: Jennifer M. Baird	Christine Cates, City Administrator
Title: Member	

Exhibit 1 to Contract Scope of Work	
Name of Contractor	Lauber Municipal Law, LLC 4031 NE Lakewood Way Lee's Summit, MO 64064
Scope of Work (Job Description)	Provide comprehensive legal services, designating an attorney to be appointed and serve as the City Attorney pursuant to the City's Home Rule Charter. Duties shall include, but not be limited to: A. Represent the City in all legal matters in which it is a party or is interested; B. Advise the City Council, any committee or member thereof, the Mayor, the City Administrator, department directors, and the boards and commissions concerning any legal questions affecting the City's interest and shall perform such other legal services as may be requested by the City Council or the City Administrator; C. Attend City Council and Planning Commission meetings to provide parliamentary direction and legal guidance as needed, and other Committee meetings as necessary; D. Provide legal advice and opinions on City matters, including contracts, Sunshine Law, codes, and any other legal matter requested by the City; E. Review, draft, and negotiate contracts and leases; F. Must hold minimum regular office hours two days a week for four hours each day at City Hall as agreed upon with City Staff; G. Review and respond to City questions, documents and contracts within 72 hours of receiving; H. Dedicate 17-20 estimated weekly hours to the City; I. Advise on individual labor and employment actions and participate in employment litigation; J. Advise on construction contracts and claims; K. Draft and review for legal correctness and acceptability legal documents, contracts, settlement agreements, severance agreements, releases, collective bargaining agreements and other legal drafting, as requested; L. Review personnel, fiscal and other policies; M. Advise on government grant and contract issues; N. Advise on responses to subpoenas, court orders, open records requests and requests for information from third parties; O. Serve as the principal contact between the City and other legal professionals within the selected firm; P. Advise in selection and technical oversight of special counsel when needed; Q. Provide training on municipal contracts, Sunshine Law and

<table>
<tr><td></td><td colspan="2">Public Officials Liability; and
R. Other legal services as needed.

All work shall be performed in accordance with Contractor's Rate Increases Effective October 1, 2025 letter dated September 5, 2025 attached hereto and incorporated herein as Attachment A. The annual compensation for Lauber Municipal Law, LLC shall not exceed $204,000.00, subject to review and adjustment annually approved by Ordinance.</td></tr>
<tr><td>Start Date</td><td colspan="2">October 6, 2025</td></tr>
<tr><td rowspan="2">Interim Deadlines (if applicable)</td><td>Date</td><td>Phase of Project To Be Completed</td></tr>
<tr><td></td><td></td></tr>
<tr><td>Final Completion Deadline</td><td colspan="2">Perpetual – until terminated by Council</td></tr>
<tr><td>Reimbursable Expenses</td><td colspan="2">☒ None ☐ Travel, Lodging, Meals, Phone Calls, Copying, Postage</td></tr>
<tr><td rowspan="3">Maximum Payment</td><td>$</td><td>Maximum payment for services rendered</td></tr>
<tr><td>$</td><td>Maximum amount of expenses to be reimbursed</td></tr>
<tr><td>$</td><td>Total maximum amount to be paid to Contractor</td></tr>
<tr><td>Method of Payment</td><td colspan="2">☐ Lump sum of entire amount upon satisfactory completion of project
☐ Monthly payments based on rate of $ per hour
☒ Incremental payments as follows: Monthly as Billed
☐ % retainage held until completion of project.</td></tr>
</table>

ATTACHMENT A

LAUBER MUNICIPAL LAW

Serving those who serve the public

September 5, 2025

City of Blue Springs
Attn: Christine Cates, City Administrator
903 W. Main Street
Blue Springs, Missouri 64015

RE: ***Rate Increases Effective October 1, 2025***

Dear Ms. Cates:

We appreciate our longstanding relationship and the opportunity to serve your community. We take pride in the accomplishments the City has made, and we hope you find our services to have added value to City operations.

As we all know, the cost of everything has continued to increase; this includes our firm's costs, many of which we do not pass directly through to the City like other firms. In order to continue to provide the City the high level of services to which it is accustomed, it is necessary for us to increase the City's rate for services from $215 per hour to $225. The rate for non-attorneys (paralegals and law clerks) will increase from $100 to $110 per hour. The increased rate will be applied to time billed beginning October 1, 2025.

If you have any questions or concerns regarding this letter, please feel free to contact us by e-mail or at (816) 525-7881. We appreciate you using Lauber Municipal Law for your legal services and look forward to a continued relationship with the City.

Sincerely,

LAUBER MUNICIPAL LAW

Joseph G. Lauber

CITY OF BLUE SPRINGS
CITY COUNCIL INFORMATION FORM

DATE SUBMITTED: September 14, 2025

SUBMITTED BY: Mike Mallon **DEPARTMENT: Mike Mallon**

☒ Ordinance	☐ Resolution	☐ Presentation	☐ Public Hearing
☐ Contract	☐ Discussion	☐ Economic Dev.	☐ Other

ISSUE/REQUEST

Passage of a Bill accepting a Quit Claim Deed conveying property from the Land Bank of Blue Springs.

BACKGROUND/JUSTIFICATION

On March 4, 2013, the City Council adopted Ordinance No. 4429 approving the formation of the Land Bank of Blue Springs, Missouri to return nonrevenue-generating and nontax-producing land to usefulness.

On March 27, 2017, The Land Trust of Jackson County, Missouri conveyed the subject property to the Land Bank of Blue Springs, Missouri. The property serves as is a channel for the conveyance of stormwater within city limits and as such the City of Blue Springs maintains the channel. The property was originally platted on November 30, 2022 through an Administrative Approval of a Minor Subdivision Plat for the Blue Springs Reserve Conveyance Plat (MSP-09-22-8469) and further subdivided on May 10, 2023 through an Administrative Approval of an additional Minor Subdivision Plat of Blue Springs Reserve 2nd Plat under the same case number (MSP-09-22-8469).

These subdivisions were part of the City's project in 2022 and 2023 to clean up the property ownership and maintenance responsibilities of the stormwater channel and adjacent properties. On July 17, 2023, City Council approved the Final Plat for Blue Springs Reserve 3rd Plat, which created the property in its current form and platted it as Tract AE, Jackson County Parcel No. 36-940-15-32-00-0-00-000.

On September 15, 2025, the Land Bank of Blue Springs approved a Quit Claim Deed of said property to the City of Blue Springs.

Staff recommends the acceptance of the quit claim deed.

PROJECT TIMELINE

Estimated Start Date	Estimated End Date
October 7, 2025	N/A

STAFF RECOMMENDATION

Staff recommends approval.

OTHER BOARDS & COMMISSIONS ASSIGNED

Name of Board or Commission:	The Land Bank of Blue Springs
Date:	9/15/25
Action:	Quit Claim deed approved and signed.

ECONOMIC DEVELOPMENT PROJECT

N/A

LIST OF REFERENCE DOCUMENTS ATTACHED

1. Bill with Quit Claim Deed attached as Exhibit A.

REVIEWED BY:

Requesting Director: ***Mike Mallon***	Budget: ***N/A***
Legal: ***James Newell***	City Administrator: ***Christine Cates***

Introduced by Councilmember _____ BILL NO. 5356

ORDINANCE NO. _____

AN ORDINANCE ACCEPTING A QUIT CLAIM DEED FOR PROPERTY FROM THE LAND BANK OF BLUE SPRINGS

WHEREAS, on March 4, 2013, the City Council adopted Ordinance No. 4429 approving the formation of the Land Bank of Blue Springs, Missouri to return nonrevenue-generating and nontax-producing land to usefulness; and

WHEREAS, the property was conveyed by The Land Trust of Jackson County, Missouri to the Land Bank of Blue Springs, Missouri on March 27, 2017; and

WHEREAS, the aforesaid parcel is a culvert for the conveyance of storm water within city limits and as such the City of Blue Springs maintains the culvert; and

WHEREAS, the property was originally platted on November 30, 2022 through an Administrative Approval of a Minor Subdivision Plat for the Blue Springs Reserve Conveyance Plat (MSP-09-22-8469); and

WHEREAS, the property was further subdivided on May 10, 2023 through an Administrative Approval of an additional Minor Subdivision Plat of Blue Springs Reserve 2nd Plat under the same case number (MSP-09-22-8469); and

WHEREAS, On July 17, 2023, City Council approved the Final Plat for Blue Springs Reserve 3rd Plat, which created the property in its current form platted as Tract AE, Jackson County Parcel No. 36-940-15-32-00-0-00-000.

WHEREAS, the Land Bank of Blue Springs approved a Quit Claim Deed of said property to the City of Blue Springs during their September 15, 2025 meeting; and

WHEREAS, the City now desires to accept such quit claim deed..

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

Section 1. The Mayor is hereby authorized to accept a quit claim deed from the Land Bank of Blue Springs, Missouri for Parcel No. 36-940-15-32-00-0-00-000, Tract AE, Blue Springs Reserve 3rd Plat, and file same in the Jackson County, Missouri Recorder of Deeds. A copy of the Quit Claim deed is attached hereto as Exhibit A

Section 2. That this Ordinance shall be in full force and effect from and after its passage and approval.

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

PASSED by the City Council of the City of Blue Springs, Missouri, and approved by the Mayor of Blue Springs, this 6th day of October 2025.

CITY OF BLUE SPRINGS

_____
Chris Lievsay, Mayor

ATTEST:

_____
Erin Ford, City Clerk

1st Reading: _____
2nd Reading: _____

Title of Document:	QUIT CLAIM DEED
Date of Document:	September 15, 2025
Grantor(s):	Land Bank of Blue Springs, Missouri
Grantee(s):	City of Blue Springs, Missouri
Mailing Address(s):	903 W. Main Street Blue Springs, MO 64015
Legal Description:	**BLUE SPRINGS RESERVE 3RD PLAT--- TRACT AE**

AFTER RECORDING, RETURN TO:

Jennifer Baird
City Attorney
City of Blue Springs, Missouri
903 W. Main Street
Blue Springs, MO 64015

QUIT CLAIM DEED

THIS QUIT CLAIM DEED, made and entered into by and between the LAND BANK OF BLUE SPRINGS, MISSOURI, a land bank agency and public body corporate and politic, said City being wholly located within the County of Jackson, State of Missouri (hereinafter referred to as "Grantor") and the CITY OF BLUE SPRINGS, MISSOURI, a Missouri municipal corporation, a charter city in the County of Jackson, State of Missouri (hereinafter referred to as "Grantee"). The mailing address of Grantee is 903 W. Main Street, Blue Springs, MO 64015.

WITNESSETH, for and in consideration of the sum of one and 00/100 Dollar ($1.00) and other good and valuable consideration, receipt of which is hereby acknowledged, does by these presents remise, release and forever quit claim to Grantee, and Grantee's heirs, successors and assigns, the following described real property in Jackson County, Missouri:

BLUE SPRINGS RESERVE 3RD PLAT--- TRACT AE, being Jackson County Tax Parcel No. 36-940-15-32-00-0-00-000 (the "Property").

To have and to hold the same, with all rights, immunities, privileges and appurtenances thereto belonging, unto Grantee and Grantee's heirs and assigns, forever; so that neither Grantor, nor Grantor's heirs, nor any other person or persons for Grantor or in Grantor's name or behalf, shall claim or demand any right or title to the aforesaid premises, or any part thereof, but they and every one of them shall, by these presents, be excluded and forever barred.

IN WITNESS WHEREOF, the said Grantor has caused this Quit Claim Deed to be executed by its Chair and attested by its Secretary, and such Chair and Secretary have thereto set their hand to this Quit Claim Deed executed this 15th day of September, 2025, on behalf of such Grantor.

LAND BANK OF BLUE SPRINGS, MISSOURI

ATTEST:

By: Erin M. Ford
Erin Ford, Board Secretary

By: Kirk Sampson
Kirk Sampson, Chair

ACKNOWLEDGMENT

STATE OF MISSOURI)
) ss.
COUNTY OF JACKSON)

BE IT REMEMBERED that on this 15th day of September, 2025, before me appeared Krik Sampson and Erin Ford, to me personally known, who being by me duly sworn did say that they are the Chair and the Board Secretary, respectively, of the Land Bank of Blue Springs, Missouri, a public body corporate and politic, and that said Quit Claim Deed was signed on behalf of such Land Bank, by the authority of its Board, and acknowledge said Quit Claim Deed to be the free act and deed of said Land Bank.

IN TESTIMONY WHEREOF, I have hereunto set my hand and affixed my official seal in said County and State, the day and year first above written.

My Commission Expires: 06-20-207

[SEAL]

Christine O'Dwyer
Notary Public

CHRISTINE O'DWYER
Notary Public, Notary Seal
State of Missouri
Jackson County
Commission # 23182162
My Commission Expires 06-20-2027

ACCEPTANCE OF PROPERTY

It is understood and agreed that Grantee or Grantee's representative, has conducted whatever inspections of the Property that Grantee has deemed appropriate. Grantee, by acceptance of this Quit claim Deed, takes the Property "as is" and "where is."

The Grantee acknowledges that Grantor receives title to properties which have been foreclosed upon by Jackson County because the owners have failed to pay taxes on them. Many of these properties have received minimal maintenance over a long period of time and may contain hazardous conditions, which in most instances would be unknown to Grantor, and Grantor's representatives, employees or agents.

Grantor, its employees or agents, have not obtained surveys of the Property, or searched the record for clouds of title or for subordinate property interests, such as easements or liens. Sale of the Property is "as is" and "where is" without any guarantees as to condition or location or interests such as easements. The Grantee shall have no recourse against Grantor for any defects to title that should have been disclosed on a title report, whether or not so disclosed.

Grantee hereby waives any and all claims that it has or may have in the future against the Grantor, its officers, employees, contractors, volunteers, agents, representatives, successors and assigns (who are collectively referred to in the rest of this document as the "Releasees") and releases the Releasees from any and all liability for any loss, damage, expense or injury that Grantee may suffer as a result of conditions on the Property.

GRANTEE:

CITY OF BLUE SPRINGS, MISSOURI

ATTEST:

By:_____
Megan Rogers, Deputy City Clerk

By:_____
Chris Lievsay, Mayor

ACKNOWLEDGMENT

STATE OF MISSOURI)
) ss.
COUNTY OF JACKSON)

On this _____ day of _____, 2025, before me, a Notary Public in and for the County and State aforesaid, personally appeared Chris Lievsay and Megan Rogers, who being by me duly sworn did say that they are the Mayor and Deputy City Clerk, respectively and they acknowledged before me that they executed the foregoing instrument for the purposes therein expressed as their free act and deed.

IN TESTIMONY WHEREOF, I have hereunder set my hand and affixed my official seal at my office in Blue Springs, Missouri, the day and year last above written.

My Commission Expires:

[SEAL]

_____
Notary Public

CITY OF BLUE SPRINGS
CITY COUNCIL INFORMATION FORM

DATE SUBMITTED: September 14, 2025

SUBMITTED BY: Mike Mallon **DEPARTMENT: City Development**

☐ Ordinance	☐ Resolution	☒ Presentation	☐ Public Hearing
☐ Contract	☐ Discussion	☒ Economic Dev.	☐ Other

ISSUE/REQUEST

Presentation by Retail Strategies on their work for the City on retail recruitment.

BACKGROUND/JUSTIFICATION

The City has contracted with Retail Strategies since 2022 to provide for research, real estate analysis, and retail recruitment, in order to help identify needed services and retail sectors in Blue Springs, and aid in recruiting appropriate retailers to Blue Springs. As part of the contract, Retail Strategies committed to one site visit and presentation per year to update the City on their efforts over the past year and workplan for the next year.

PROJECT TIMELINE

Estimated Start Date	Estimated End Date
N/A	N/A

STAFF RECOMMENDATION

There is no staff recommendation, the presentation is for information purposes

ECONOMIC DEVELOPMENT PROJECT

1. Retail Strategies Recruitment

LIST OF REFERENCE DOCUMENTS ATTACHED

1. Retail Strategies Presentation

REVIEWED BY:

Requesting Director: ***Mike Mallon***	Budget: ***N/A***
Legal: ***N/A***	City Administrator: ***Christine Cates***



retail strategies

Blue Springs, MO

City Council Presentation

retail strategies

Your experienced Retail Real Estate Pros

The Team

Retail Strategies is very pleased to partner with ***Blue Springs, MO***. We share a common goal to generate new retail communication that would not otherwise happen, and to tell your story in a way that matters to retailers.

We act as an extension of your economic development arm, and we surround your community with the resources and actions needed to create the desired results.



Kam South
Senior Portfolio Director



Stephen Dendy
Retail Development Associate



Matt Jaeger
Director of Recruitment Services



Clay Craft
Vice President, Client Services



Lacy Beasley
President



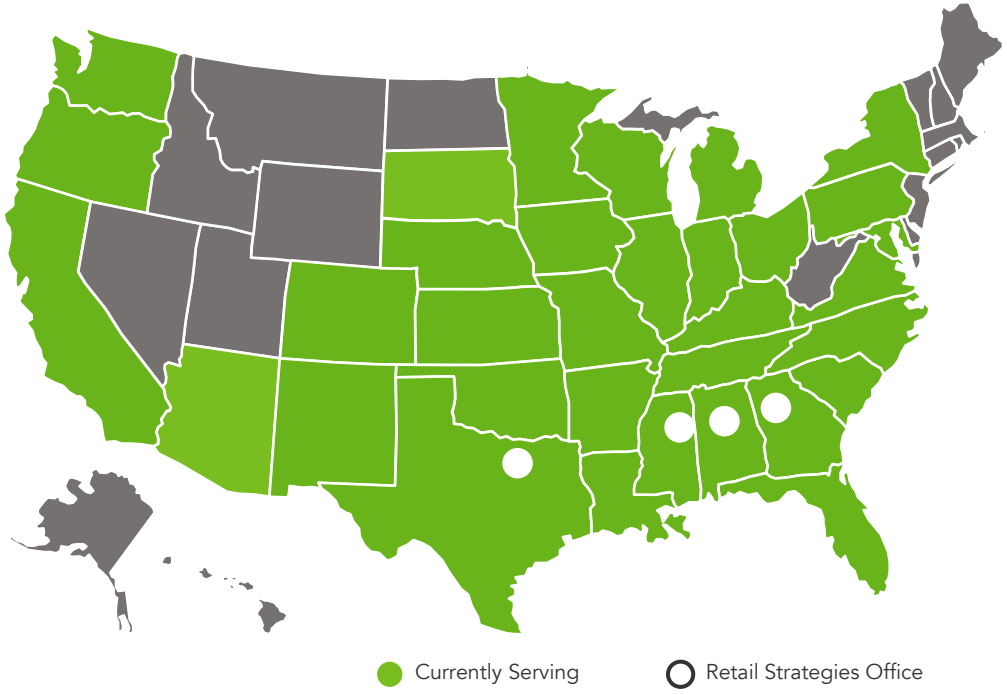
Scott VonCannon
Chief Operating Officer

retail strategies

Experience

Community Partner

Trusted by Communities Nationwide



1000+ Clients Served

48 Dedicated Employees

1200+ Businesses Recruited

Trusted partner

Industry Leaders

- Worked with 1000+ communities since 2011
- Vast network of retail and restaurant industry professionals



Industry Involvement

ICSC

ICMA

MAIN STREET AMERICA
2023 Allied Member

NLC NATIONAL LEAGUE OF CITIES
CITIES STRONG TOGETHER

IDA INSPIRED LEADERS SHAPING CITIES

ULI Urban Land Institute

CCIM

RETAIL LIVE!

Path to success

Roles & Processes

What we do

We are the retail expert

- Our responsibility and function
- Leverage existing industry contacts and relationships for your community.
- Measure and understand your community.
- Speak the retail language in order to tell the most compelling story about your market.
- Act as an extension of your economic development efforts.
- Build relationships with local property owners.
- Educate local stakeholders on the value of retail development.

You are the local expert

What you do

- Your responsibilities
- Connect local relationships to identify off-market opportunities.
- Provide valuable local insights.
- Drive big picture vision.
- Help navigate potential public/private partnerships.
- Help navigate local development policies and expedite approvals.
- Champion for retail development.
- Inform Retail Strategies team of existing and new economic drivers.

Blue Springs, Missouri Snapshot

Active Recruitment Feedback

National Chicken QSR User

We recently spoke with the development team for a fast-casual chicken brand, who confirmed that their franchisee is actively seeking a site in Blue Springs. Their focus is on a one-mile radius around Highway 40 and Highway 7. We are assembling a list of potential sites to present for their consideration.

Sporting Goods Prospect

We submitted the former discount store user off 40 HWY, approximately 32,000 square feet, to a national sporting goods retailer for consideration. Their typical store size ranges from 30,000 to 50,000 square feet in power or regional centers, with a preference for strong co-tenancy, good visibility, ample parking, and a regional draw. The Blue Springs site fits well within these parameters, and we are expecting further feedback on the market site(s) selection.

Entertainment Prospect

We presented a vacant theater property in Blue Springs to a dine-in entertainment group. Their team confirmed they are not pursuing Blue Springs at this time, as their current focus is on other metropolitan areas.

National Health & Discount Grocer

A specialty grocer shared that Blue Springs has not historically been on their expansion list and is not currently a priority market. However, they remain open to exceptional opportunities in prime corridors and co-tenancy arrangements.

National Sporting & Outdoors Store

We remain in contact with a national large-format retailer's leasing team. They indicated that if a major tenant were ever to vacate, Blue Springs would be a priority market for them. While the current tenant is performing well, this retailer would be our first call should circumstances change.

Value-Oriented Retailer Prospect

A national discount retailer submitted an LOI on a large retail box in Blue Springs. Negotiations did not move forward due to the deal terms, but they remain interested in the market if another suitable opportunity arises. We will continue to work on other second-generation vacancies that arise.



Why does it take so long?

Retail Recruitment Timeline

- National Retail deals take time, 36 months on average.

DISCOVER	Demographics & Analytics	**3 months**
CONNECT	Retail Prospects & Site Discovery	**6 months-1 year**
ADVANCE	Retail Influence Campaign	**2 years**

REAL ESTATE 6 months	**NEGOTIATION** 2 years	**ACTION** 6 months



A Real Estate Deal

Timeline

- Retailer Drives the Decision
- Small percentage of proposed sites equal new openings
- On average, this process takes **36 months** or more.

Wall Street

Real Estate Director

Identify Markets

Local Tenant Representation

Identify Sites

Tenant Rep Presents Site to RED

Financial Analysis of the Deal

Letter of Intent

Real Estate Committee

Lease/Purchase Sales Agreement

Developer/ Construction

Opening

It's all about PROFIT!

- **Retail** strategies

Scope of Services Ongoing & Continued

Blue Springs, MO

Data & Analytics | Real Estate Analysis | Community Input | Retail Strategy

- Update priority commercial properties for development, re-development and higher and best use opportunities
- Identification of priority business categories for recruitment and/or local expansion
- Target List of Retailers and Restaurants
- Update Customized Marketing Guide with 2024 information
- Identify market retail trade area using political boundaries, drive times and radii and custom boundary geographies
- Perform market and retail GAP analysis for trade area (i.e., leakage and surplus)
- Analyze community's GAP analysis to capture dollars leaving the market
- Identify and evaluate competing shopping areas
- Tapestry lifestyles – psychographic profile of trade area / market segmentation analysis
- Consumer Spending Pattern Reports
- Market Outlook Reports
- Aerial imagery of trade area(s)
- Provide updates on retail industry trends
- Custom on-demand demographic research – historical, current, and projected demographics – to include market trade areas by radius/drive time, and custom trade area

- **Retail** strategies

Scope of Services Ongoing & Continued

Blue Springs, MO

Recruitment | Representation | Outreach | Connectivity

- Pro-active retail recruitment for targeted zones
- Will contact a minimum of 30 overall retailers, restaurants, brokers and/or developers each year
- Updates on new activity will be provided to Client's designated primary point of contact via Basecamp, telephone, or email on a regular basis
- ICSC and Retail Live conference representation-
  updates provided according to the yearly conference schedule
- Active outreach to local brokers and landowners
- Support to county staff on retail & restaurant industry matters
- Run mobile tracking reports for further understanding of consumer shopping behavior

retail strategies

Q & A

What questions do you have?



retailstrategies.com +1 (205) 313-3676 info@retailstrategies.com Birmingham/Fort Worth

CITY OF BLUE SPRINGS
CITY COUNCIL INFORMATION FORM

DATE SUBMITTED: September 14, 2025

SUBMITTED BY: Mike Mallon **DEPARTMENT: City Development**

☐ Ordinance	☐ Resolution	☐ Presentation	☐ Public Hearing
☐ Contract	☒ Discussion	☒ Economic Dev.	☐ Other

ISSUE/REQUEST

Councilmembers Ericson and Brummel will lead a discussion about creating an Entertainment District downtown. At the conclusion of the discussion, a Motion is in order to direct staff regarding the creation of an Entertainment District.

BACKGROUND/JUSTIFICATION

Councilmembers Ericson and Brummel will lead a discussion about creating an Entertainment District downtown. The topic of a potential City Code amendment to allow patrons or attendees to walk around with alcohol on Main Street during special events such as Fall Fun Fest or Corks & Canvas has been brought up for many years. Current Liquor License Codes do not allow alcohol to be taken beyond the identified premises for individual business or the Chamber's Beer Garden.

Staff has compiled information on State Law and a review of ordinances from other communities that have established entertainment or common consumption districts. Staff will outline some of the considerations that should be taken into account should Council direct staff to further research the possibility of an Entertainment District downtown.

PROJECT TIMELINE

Estimated Start Date	Estimated End Date
N/A	N/A

STAFF RECOMMENDATION

This is a discussion item only, there is no staff recommendation.

OTHER BOARDS & COMMISSIONS ASSIGNED

Name of Board or Commission:	N/A

ECONOMIC DEVELOPMENT PROJECT

1. Downtown Entertainment District

LIST OF REFERENCE DOCUMENTS ATTACHED

1. Research on State Law and other cities attached as Exhibit A.

REVIEWED BY:

Requesting Director: ***Mike Mallon***	Budget: ***N/A***
Legal: ***Jennifer Baird***	City Administrator: ***Christine Cates***

Blue Springs, Missouri
Community Development

MEMORANDUM

DATE: October 6, 2024

TO: Mayor and City Council

FROM: Mike Mallon, Senior Director City Development

SUBJECT: Downtown Entertainment Districts

The topic of establishing an entertainment or open-container district in Downtown Blue Springs and allowing individuals to legally carry and consume alcoholic beverages outdoors in the downtown district, while also ensuring compliance with state liquor laws and local public safety standards has come up numerous times of the last many years.

Section 600.340 Consumption in Certain Public Places stipulates the regulations for the Fall Fun Fest activities:

It is unlawful to drink, consume or possess open containers of alcohol in the streets, alleys, or public spaces within a defined downtown area (bounded by Vesper St, Eighth St, Walnut St, and Fifteenth St). The festival is permitted to have one (1) beer garden during the event.

Outside of Fall Fun Fest, all alcohol sold in a business must be consumed on the premise from which the alcohol was sold. Per City Code, a premise is defined the bounds of the enclosure where alcoholic beverages are sold or consumed, the Code further states that the premise for sales and/or consumption as enclosed by a rope, chain, barricade or other device which creates an enclosed space. The purpose of the enclosed space is to ensure that entry/exiting is through a single point that allows for the license holder to check identification and to stop the removal of alcohol from the defined premise.

REGULATORY FRAMEWORK
Under Missouri Law an entertainment district is only permissible by state enabling legislation.

1. Entertainment District License (RSMo – § 311.086)
    a. This allows for a person to leave a licensed establishment with an alcoholic beverage and enter and consume the beverage in another licensed establishment or anywhere in the district.
    b. The person cannot take the alcoholic beverage outside of the district and must be able to easily identify legal age of those buying beverages.
    c. Every alcoholic beverage must be sold in a container that displays the trade name/logo or some other mark that is unique to the district.
    d. Must apply for and receive approval from the Missouri Division of Alcohol & Tobacco Control (ATC) and is currently only permitted in Kansas City and St. Louis under current legislation.

e. Allows alcohol consumption in designated common areas.
f. Requires the creation of a “promotional Association” which is a non-profit organization comprised of area property owners.
g. The promotional association must apply for and receive approval from ATC and pay an annual fee of $300/year.
h. Drinks can be sold until 3:00am Monday-Saturday, and 6:00am till 1:30am on Sundays.

2. State Petition
   a. A petition would have to be filed with the state and adopted.
   b. The City would have to provide a contiguous mapped area of the Downtown District.
3. Ordinance
   a. City Council would adopt an ordinance to establish said district boundaries, and establish the rules for hours of operation, signage, waste management and security.
   b. The ordinance is what provides the legal authority for management and enforcement of the EDC.
4. Create or Designate a Promotional Association
   a. Must be a Missouri-incorporated non-profit representing property owners who control at least 100,000sqft of restaurants, bars or entertainment uses in downtown.
   b. The promotional Association will be responsible for coordinating with downtown businesses, applying for licensing, and managing operations and compliance.

LICENSING

1. State Licensing Requirements
   a. Apply to the Missouri Division of ATC for an Entertainment District Special License.
      i. Application includes the district map, identification of the common areas, incorporation documents of the Promotional Association, and safety and enforcement plan.
   b. Pay the $300 license fee
   c. License allows the following:
      i. Alcohol to be sold from any participating bar/restaurant (portable bars allowed)
      ii. Persons can carry drinks between establishments in branded containers during the specified hours.
      iii. All establishments must maintain a valid state by-the-drink license.

ENFORCEMENT

All containers must be clearly marked with the name or logo of the district and the originating place of purchase. Minors within the district must be identifiable with wristbands or stamps. If a violation does occur, the Promotional Association or license holder would be responsible for the violations. The City will be responsible for coordinating with Police and Public Works for enforcement, security, and sanitation.

CONCLUSION

If the City’s primary goal is to permit open-container privileges in the downtown area, the Entertainment District License would be required. This process would require State petition and creation of a local ordinance, promotional association (or designation), and approval from the Missouri Division of Alcohol & Tobacco Control (ATC).