CITY OF MARYVILLE, MISSOURI
COUNCIL ACTION REPORT

Title: An Ordinance to Execute a Contract with Scott McGinness Construction for Construction Services for Interior Building Renovations, Maryville, Missouri

Council Bill No.: 2026'94

Agenda Date: October 26, 2026

Presented by: Ryan Heiland, City Manager

BACKGROUND:
On May 11, 2026, the City Council authorized the purchase of the property located at 423 North Market Street for $250,000 and directed staff to proceed with the acquisition. On September 28, 2026, the City Council approved an ordinance authorizing a lease-purchase financing agreement with Nodaway Valley Bank for the property, with annual payments of $31,234.79 over a ten-year term.

The property will primarily accommodate Public Works staff, with the potential to support additional City operations in the future. As part of the FY'27 budget process, the City Council allocated $120,000 for interior renovations to provide additional workspace, improve employee working conditions, enhance operational efficiency, and improve customer service.

On October 21, 2026, the City opened bids for the City Hall Interior Renovation project. Two (2) bids were received:

Company	Total Bid
Scott McGinness Construction	$74,716.40
Brendle Contracting, LLC	$108,962.00

The proposed renovations include replacement of existing carpeting with carpet tiles, interior painting, minor electrical improvements, installation of a new customer service counter, removal of an existing interior wall and counter, construction of new access stairs on the south side of the building, installation of vinyl tile flooring in the breakroom and restrooms, minor drywall repairs, and replacement of fluorescent lighting with energy-efficient LED fixtures. The improvements will allow the City to make effective use of the recently acquired property while providing a more functional and efficient workspace for Public Works operations.

FINANCIAL CONSIDERATIONS:
The FY'27 General Fund budget includes $120,000.00 towards the renovation project. The bid from Scott McGinness Construction is below budget.

LEGAL CONSIDERATIONS:
The proposed ordinance has been reviewed and approved by the City Attorney.

COMPREHENSIVE PLAN:
Goal: Continue to modernize civic facilities, including City Hall, to ensure they meet current and future needs.

RECOMMENDED ACTION:
Approve the proposed ordinance to Execute a Contract with Scott McGinness for Construction Services for City Hall Interior Renovations in an amount not-to-exceed $74,716.40.

The proposed renovation of the city-owned building at 423 N. Market Street supports the Comprehensive Plan's emphasis on modernizing municipal facilities and maintaining existing infrastructure. The improvements will provide additional workspace for Public Works staff, improve operational efficiency and working conditions, and enhance customer service while making productive use of an existing City-owned facility.

BILL NO 2026'94 ORDINANCE NO. 9031

AN ORDINANCE AUTHORIZING THE MAYOR OF THE CITY OF MARYVILLE TO EXECUTE A CONTRACT WITH SCOTT MCGINNESS CONSTRUCTION FOR CONSTRUCTION SERVICES FOR INTERIOR RENOVATIONS AT 423 N. MARKET STREET, MARYVILLE, MISSOURI

BE IT ORDAINED BY THE CITY COUNCIL OF THE CITY OF MARYVILLE, MISSOURI, as follows:

SECTION 1: The Mayor is hereby authorized to execute a contract with Scott McGinness Construction for Construction Services for the City Hall Interior Renovations in an amount not-to-exceed $74,716.40, said agreement being on file in the office of the City Clerk as Contract No. 2026-57

SECTION 2: This Ordinance shall be in full force and effect from and after the date of its passage and approval.

PASSED AND APPROVED on the 26th day of October 2026

_____
John J. McBride, Mayor

ATTEST:

_____
Stacy Wood, City Clerk

SIGN-IN SHEET
Bid Opening
City Hall Annex Renovation

October 21, 2026
10:00 a.m.

	NAME	ADDRESS	PHONE	E-MAIL ADDRESS
1.	Scott McGinness	320 W Torrance St	660-254-6749	scottmcg84@gmail.com
2.	Tye Parsons, City of Marceline			
3.				
4.				
5.				
6.				
7.				
8.				
9.				
10.				
11.				
12.				
13.				
14.				
15.				

Bid Tabulation Sheet

Project: City Hall Annex Renovation

Date: 10-21-2026 10:00 AM

Company	Total Bid	
Scott McGinness	$74,716.40	
Brezzle Contracting	$108,962.00	
	↳ $107,928 w/ Addendum Deduct	

REQUEST FOR PROPOSALS (RFP)
CITY HALL ANNEX RENOVATION

BID FORM

The following firm presents a proposal for the **City Hall Annex Renovation Project**:

Firm Name: Scott McGinness Construction

INCLUDED ITEMS IN REMODEL DESCRIPTION			
CATEGORY	**ITEMS INCLUDED**	**DESCRIPTION**	**COST**
Entry	Install keypad entry in both front entry doors.	Materials & Labor	$ 949.30
Employee Entrance Hall	Inside door referred to as the employee entrance at the front of the building, add privacy film on the window and keypad entry.	Materials & Labor	$ 679.80
Employee Entrance Hall	Remove customer service window & countertop; frame-in the opening and install and finish sheetrock. Repair adjoining sheetrock from countertop removal.	Materials & Labor	$ 1,611.50
Employee Entrance	Remove customer countertop and build a new wall to enclose the area. Install and finish sheetrock.	Materials & Labor	$ 962.50
New Sidewalk & Landing	Pour a 6' x 6' concrete landing pad with a 4' wide concrete sidewalk 14' long to create a walkway to the Northwest corner of lower parking lot to accommodate stairs from the concrete ramp above.	Materials & Labor	$ 2,164.80
New Stairs	Utilizing pressure treated 6 x 6 posts installed on concrete piers and 4 stair stringers with pressure treated risers and 5/4 treads, build 4'-wide stairs from the concrete ramp down to the new concrete landing that connects to the NW corner of the lower parking lot.	Materials & Labor	$ 4,743.20
Break Room	Install LVT Floor, TD Titanium Plus 9" color Nordic Ice 200 sq ft in break room and both bathrooms.	Materials & Labor	$ 2605.90
Northwest Office	Fill in 1'x4' window, fill in with sheetrock & finish.	Materials & Labor	$ 1223.20
Customer Service Area	Purchase or build and install new customer service desk 30" tall, with the customer side at 40" tall and 7' long; add a half door on the west side.	Materials & Labor	$ 4158.00
All Offices	Remove existing carpet & scrape the old existing glue.	Materials & Labor	$ 2750.00
All Offices	Carpet - seal floors and install Shaw Brand Mask carpet squares Item # 54977. Color is feathered.	Materials & Labor	$ 21,424.40
All Offices	Paint walls, masking around trim, repair sheetrock and prime where necessary. Apply 2 coats of Sherwin Williams paint (or equal).	Materials & Labor	$ 18796.80
All Offices	Electrical - replace all (40+) Surface Mount Fluorescent Light fixtures and replace with LED Fixtures	Materials & Labor	$ 12,650
		TOTAL EACH	$ 74,716.40

Total BID: $ 74,716.40

The City of Maryville reserves the right to reject any and all proposals or any portions of this proposal and to accept only those that would be advantageous to the city.

Signature of Representative

Scott McGinness
Name (Signature)

Scott McGinness
Name (Print)

Owner
Title

10/20/2026
Date

AFFIDAVIT OF WORK AUTHORIZATION

Comes now Scott McGinness as owner first being duly sworn on
(NAME) (OFFICE HELD)

my oath, affirm Scott McGinness Construction is enrolled and will continue to participate in a
(COMPANY NAME)

federal work authorization program in respect to employees that will work in connection with the

contracted services related to _____ for the duration of the contract, if awarded in
(BID/SFS NUMBER)

accordance with RSMo Chapter 285.530 (2). I also affirm that Scott McGinness Construction
(COMPANY NAME)

does not and will not knowingly employ a person who is an unauthorized alien in connection

with the contracted services related to _____ for the duration of the contract, if
(BID/SFS NUMBER)

awarded.

In Affirmation thereof, the facts stated above are true and correct (The undersigned understands that false statements made in this filing are subject to the penalties provided under Section 575.040, RSMo).

Scott McGinness — Signature (person with authority)

Scott McGinness — Printed Name

Owner — Title

10/20/2026 — Date

****

Subscribed and sworn to before me this 20th of October, 2026 I am
(DAY) (MONTH, YEAR)

commissioned as a notary public within the County of Nodaway, State of
(NAME OF COUNTY)

Missouri, and my commission expires on 8/7/2027
(NAME OF STATE) (DATE)

HeatherBrookeHays — Signature of Notary

10/20/26 — Date

HEATHER BROOKE HAYS
My Commission Expires
08-07-2027
NOTARY SEAL
Nodaway
County
Commission # 19571711
NOTARY PUBLIC - STATE OF MISSOURI

City of Maryville, Missouri
415 North Market Street • P.O. Box 438 • 64468-0438
Tele. (660)562-8001 • Fax (660)562-3895

ADDENDUM NO. 1
TO REQUEST FOR PROPOSALS (RFP)
CITY HALL ANNEX RENOVATION PROJECT

October 9, 2026

TO ALL RESPONDENTS:

This addendum shall become a part of the Request for Proposal as if originally included. The Respondents shall acknowledge receipt of the addendum.

The Request for Proposal shall be modified as required by the following item(s):

- The following row of the "INCLUDED ITEMS IN REMODEL DESCRIPTION" table:

Employee Entrance	Remove customer countertop and build a new wall to enclose the area. Install and finish sheetrock.	Materials & Labor	$

shall be replaced by the following:

Employee Entrance	Remove customer countertop and doorway. Repair adjoining sheetrock from countertop and doorway removal.	Materials & Labor	$ 962.50

This addendum is made part of the Request for Qualification/Proposal. Respondents shall acknowledge receipt and acceptance of this Addendum No. 1 by completing the attached acknowledgment form.

END OF ADDENDUM NO. 1

ADDENDA ACKNOWLEDGEMENT FORM

Re: Addendum No. 1 to Request for Proposals
City Hall Annex Renovation Project

Scott McGinness Construction (Name of Company) acknowledges receipt and acceptance of Addendum No. 1 to the Request for Qualification/Proposal

Scott McGinness Owner

(Printed Name and Title)

Scott McGinness 10/20/2026

(Signature) (Date)

Signed acknowledgement form shall be included in the back of the Qualifications.

REQUEST FOR PROPOSALS (RFP)
CITY HALL ANNEX RENOVATION

QUALIFICATIONS FORM

Please complete the following proposal documents carefully and truthfully. All forms and information must be submitted for consideration in this project.

CONTRACTOR'S STATEMENT OF ORGANIZATION

1. Name in full of business concern Scott McGinness Construction

   Principal business address 320 W Torrance St.
   Maryville, MO 64468

2. Principal contact person(s) (Name, Phone, Email) Scott McGinness
   660-254-6749
   scottmcg84@gmail.com

3. Form of business concern (corporation, partnership, joint venture, other)

   LLC sole proprietorship

4. If partnership, please give names of partners; if corporation, please give names of officers with authority to sign name of corporation.

   Name Address

5. List all major firms that will participate in this project. (Include contractors, subcontractors, etc.)

   Name and Address

   A. Schreck Electric 305 W. Lincoln St. Maryville, Mo
   B. Tobin Construction 20444 Imperial Road Maryville, Mo
   C. _____
   D. _____

6. The contractor must supply evidence that the firm has the ability to be licensed to business in the State of Missouri.

7. Attach a list of all current or recent (maximum of three) entities for which the firm has performed work for in the past five years. For each entity provide owner's name, representative's name, address, and phone number.

REQUEST FOR PROPOSALS (RFP)
CITY HALL ANNEX RENOVATION

BID FORM

The following firm presents a proposal for the **City Hall Annex Renovation Project**:

Firm Name: Brendle Contracting LLC.

INCLUDED ITEMS IN REMODEL DESCRIPTION			
CATEGORY	**ITEMS INCLUDED**	**DESCRIPTION**	**COST**
Entry	Install keypad entry in both front entry doors.	Materials & Labor	$ 1263-
Employee Entrance Hall	Inside door referred to as the employee entrance at the front of the building, add privacy film on the window and keypad entry.	Materials & Labor	$ 1135-
Employee Entrance Hall	Remove customer service window & countertop; frame-in the opening and install and finish sheetrock. Repair adjoining sheetrock from countertop removal.	Materials & Labor	$ 2500-
Employee Entrance	Remove customer countertop and build a new wall to enclose the area. Install and finish sheetrock.	Materials & Labor	$ 3,324-
New Sidewalk & Landing	Pour a 6' x 6' concrete landing pad with a 4' wide concrete sidewalk 14' long to create a walkway to the Northwest corner of lower parking lot to accommodate stairs from the concrete ramp above.	Materials & Labor	$ 5,100-
New Stairs	Utilizing pressure treated 6 x 6 posts installed on concrete piers and 4 stair stringers with pressure treated risers and 5/4 treads, build 4'-wide stairs from the concrete ramp down to the new concrete landing that connects to the NW corner of the lower parking lot.	Materials & Labor	$ 4910-
Break Room	Install LVT Floor, TD Titanium Plus 9" color Nordic Ice 200 sq ft in break room and both bathrooms.	Materials & Labor	$ 9,869-
Northwest Office	Fill in 1'x4' window, fill in with sheetrock & finish.	Materials & Labor	$ 2,400-
Customer Service Area	Purchase or build and install new customer service desk 30" tall, with the customer side at 40" tall and 7' long; add a half door on the west side.	Materials & Labor	$ 5,000-
All Offices	Remove existing carpet & scrape the old existing glue.	Materials & Labor	$ 11,300-
All Offices	Carpet - seal floors and install Shaw Brand Mask carpet squares Item # 54977. Color is feathered.	Materials & Labor	$ 28563-
All Offices	Paint walls, masking around trim, repair sheetrock and prime where necessary. Apply 2 coats of Sherwin Williams paint (or equal).	Materials & Labor	$ 15,748-
All Offices	Electrical - replace all (40+) Surface Mount Fluorescent Light fixtures and replace with LED Fixtures	Materials & Labor	$ 17,850-
		TOTAL EACH	$ 108,962-

Total BID: $ 108,962-

The City of Maryville reserves the right to reject any and all proposals or any portions of this proposal and to accept only those that would be advantageous to the city.

Signature of Representative

Name (Signature)

Jacob Brendtke
Name (Print)

OWNER
Title

10/21/2026
Date

City of Maryville, Missouri
415 North Market Street • P.O. Box 438 • 64468-0438
Tele. (660)562-8001 • Fax (660)562-3895

ADDENDUM NO. 1
TO REQUEST FOR PROPOSALS (RFP)
CITY HALL ANNEX RENOVATION PROJECT

October 9, 2026

TO ALL RESPONDENTS:

This addendum shall become a part of the Request for Proposal as if originally included. The Respondents shall acknowledge receipt of the addendum.

The Request for Proposal shall be modified as required by the following item(s):

- The following row of the "INCLUDED ITEMS IN REMODEL DESCRIPTION" table:

Employee Entrance	Remove customer countertop and build a new wall to enclose the area. Install and finish sheetrock.	Materials & Labor	$ 3,324

shall be replaced by the following:

Employee Entrance	Remove customer countertop and doorway. Repair adjoining sheetrock from countertop and doorway removal.	Materials & Labor	$ 2,200

This addendum is made part of the Request for Qualification/Proposal. Respondents shall acknowledge receipt and acceptance of this Addendum No. 1 by completing the attached acknowledgment form.

END OF ADDENDUM NO. 1

ADDENDA ACKNOWLEDGEMENT FORM

Re: Addendum No. 1 to Request for Proposals
City Hall Annex Renovation Project

Brendle Contracting LLC. (Name of Company) acknowledges receipt and acceptance of Addendum No. 1 to the Request for Qualification/Proposal

Jacob Brendle owner

(Printed Name and Title)

(Signature)

10/21/2026

(Date)

Signed acknowledgement form shall be included in the back of the Qualifications.

REQUEST FOR PROPOSALS (RFP)
CITY HALL ANNEX RENOVATION

QUALIFICATIONS FORM

Please complete the following proposal documents carefully and truthfully. All forms and information must be submitted for consideration in this project.

CONTRACTOR'S STATEMENT OF ORGANIZATION

1. Name in full of business concern Brendle Contracting LLC.

   Principal business address 11011 SE. St. Rte. DD Hwy, Gower, MO, 64454

2. Principal contact person(s) (Name, Phone, Email) Jacob Brendle, 816-782-5065 Jake@brendlecontracting.com

   Robert Franzen, 816-327-0010, Robert@brendleContracting.com

3. Form of business concern (corporation, partnership, joint venture, other)

   Construction, General Contractor,

4. If partnership, please give names of partners; if corporation, please give names of officers with authority to sign name of corporation.

   Name Address

5. List all major firms that will participate in this project. (Include contractors, subcontractors, etc.)

   Name and Address

   A. Brendle Contracting; 11011 SE. St. Rte. DD Hwy, Gower, mo, 64454

   B. Teed Drywall & Paint - 2208 Buckingham St. St. Joseph, mo, 64506

   C. Bryce Markham Electric, 166 Tucker st., st Joseph, mo, 64507

   D. _____

6. The contractor must supply evidence that the firm has the ability to be licensed to business in the State of Missouri.

7. Attach a list of all current or recent (maximum of three) entities for which the firm has performed work for in the past five years. For each entity provide owner's name, representative's name, address, and phone number.

AFFIDAVIT OF WORK AUTHORIZATION

Comes now Jacob Brendle as OWNER first being duly sworn on
(NAME) (OFFICE HELD)

my oath, affirm Brendle Contracting llc is enrolled and will continue to participate in a
(COMPANY NAME)

federal work authorization program in respect to employees that will work in connection with the

contracted services related to _____ for the duration of the contract, if awarded in
(BID/SFS NUMBER)

accordance with RSMo Chapter 285.530 (2). I also affirm that Brendle Contracting llc
(COMPANY NAME)

does not and will not knowingly employ a person who is an unauthorized alien in connection

with the contracted services related to _____ for the duration of the contract, if
(BID/SFS NUMBER)

awarded.

In Affirmation thereof, the facts stated above are true and correct (The undersigned understands that false statements made in this filing are subject to the penalties provided under Section 575.040, RSMo).

Signature (person with authority) | Jacob Brendle (Printed Name)

owner (Title) | 10-21-26 (Date)

****

Subscribed and sworn to before me this 21 (DAY) of October 2026 (MONTH, YEAR) I am

commissioned as a notary public within the County of Doniphan (NAME OF COUNTY), State of

Kansas. (NAME OF STATE), and my commission expires on 2-11-29. (DATE).

Natalie Simpson (Signature of Notary) | 10-21-26 (Date)

NOTARY PUBLIC - State of Kansas
NATALIE SIMPSON
My Appt. Exp. 2-11-29

CONTRACT FOR THE CONSTRUCTION OF
CITY HALL ANNEX INTERIOR RENOVATIONS,
MARYVILLE, MISSOURI

City of Maryville – Scott McGinness

THIS CONTRACT made and entered into on the dates noted below, by and between the City of Maryville, Missouri, a Municipal Corporation of the State of Missouri, hereinafter called "***City"***, and Scott McGinness, hereinafter called ***"Contractor".***

W I T N E S S E T H:

That for and in consideration of the mutual terms, covenants and conditions herein set forth, the parties hereto agree as follows:

1. **RECITALS.** City has heretofore called for bids, for the construction of **City Hall Annex Interior Renovations**, hereinafter referred to as **"Project".** This Project shall be completed in accordance with the contract documents, request for proposal, technical specifications, general conditions and any and all other instruments prepared in connection with this Project and any addenda thereto, made a part hereof and on file in the office of the City Clerk, all of which shall be hereinafter referred to as **"Plans and Specifications"**.

Pursuant to request for bids, the bid proposal of Contractor, was duly received, and is now on file with the City Clerk of the City of Maryville and is incorporated herein and made a part hereof by reference. Contractor acknowledges that it has visited the site of the Project and that the Plans and Specifications presented in the Request for Proposal are sufficient to accomplish their intended purpose, to which Contractor does agree and warrant. This Contract, together with the Plans and Specifications and Contractor's bid constitutes the entire agreement between the parties hereto.

2. **SCOPE OF WORK.** The work to be done and performed by Contractor is that contained in the Request for Proposal and more clearly described in this contract agreement. Contractor shall ensure that the work complies with all laws and regulations applicable to this Project and to construction agreements, including all certificates and approvals and any other regulatory or oversight agencies.

3. **CONTRACT SUM.** City shall pay Contractor for the performance of the Contract, subject to additions and deductions hereinafter provided or subsequently agreed to in writing, the total sum of **seventy-four thousand, seven hundred sixteen dollars and forty cents ($74,716.40)** to be paid by City in the manner as specified in this Contract.

4. **COMMENCEMENT OF WORK.** It is understood and agreed that Contractor shall commence performance of this Contract within 15 days of receipt of a Notice to Proceed as issued by the City of Maryville; weather permitting. Should Contractor fail to complete the Project in the allotted time period, the Liquidated Damages provision described below shall apply. The work entailed in this project is more clearly described based in the Plans and Specifications of the Request for Proposal. The Project, shall be completed no later than 60 days, following the issuance of the Notice to Proceed.

5. **SITE CONDITIONS.** Contractor shall view the site of the work and make its own determination of the conditions to be encountered in accomplishing the work. All surveying, construction, stake-out, and setting lines and grates shall be the responsibility of Contractor. Contractor shall be responsible for locating any aerial and/or underground utility cables, pipes and lines. Utility companies shall be notified by the Contractor of any work that will affect their cables.

Contractor shall be solely responsible for any and all damage to such cables, pipes and/or lines and shall indemnify and hold harmless the City in the event of damage by the Contractor or any party hired by the Contractor. Contractor shall be solely responsible for the project construction as it pertains to providing, installing, and oversight of all safety requirements which may be applicable by State or Federal Law.

6. **PERMITS AND LICENSES.** Contractor shall give the proper authority notices as required by law relative to work in its charge and shall obtain all permits, licenses and other documents as may be necessary and proper. Costs of all permits, licenses and other such documents shall be borne by Contractor. Any required City permitting fees shall be obtained, but the cost for the City to issue said permits shall be waived.

7. **PERFORMANCE.** The Contractor shall furnish all the materials, labor, tools, equipment, supplies, superintendence, transportation and other accessories, services and facilities; provide and perform all necessary labor in a professional and workmanlike manner and in accordance with this Contract and all Plans and Specifications.

8. **CONTRACTOR REPRESENTATIVE.** Contractor shall at all times be represented at the site of the Project by a competent person and superintendent satisfactory to City. Said representative shall have authority to act for the Contractor in all respects and in all matters concerning the work and performance of this Contract. Any commitment, action or representation made by said agent shall be fully binding upon Contractor as fully as if made by it. All work shall be performed in a good and workmanlike manner in strict accordance with the Plans and Bid Specifications.

9. **CARE OF PREMISES.** From the time the work is begun until the Contract is completed, Contractor shall have the care of the premises, subject to the right of City and the other Contractors engaged thereon. It shall not allow rubbish or waste material to accumulate on or about the premises. At the completion of the work, Contractor shall promptly remove all rubbish and waste material. Contractor shall leave any street, parking lots, and all adjoining property clean of refuse.

10. **BONDS AND INSURANCE, GENERALLY.** This Contract shall be of no force or effect and Contractor shall do no work on the Project until all such insurance including but not limited to surety and/or performance bonds, insurance policies, and certificates of insurance required herein and/or within the Plans and Specifications are submitted and approved as to form and content by City. Copies of all policies shall contain a provision requiring the provider of the insurance to provide written notice to the City at least thirty (30) days prior to any lapse, termination, cancellation or removal of coverage.

11. **BONDS (PERFORMANCE, PAYMENT AND BID, AS APPLICABLE)**. Contractor shall initially furnish a performance and payment bond in standard form as security in favor of City in an amount equal to the amount to be paid to Contractor for work performed under this Contract. Such bond(s) shall guarantee the faithful performance of the Project and the payment of all persons performing labor and/or furnishing materials in connection the Project. The surety on such bond shall be a duly authorized company satisfactory to City, and shall hold a certificate of authority from the Secretary of the Treasury under Section 6 through 13, Title VI, U.S. Code as acceptable sureties on Federal bonds. Contractor shall furnish at no cost to City a properly certified copy of the current certificate of authority to transact business in the State of Missouri of the surety company executing the required bond, which shall remain on file with City.

At the time of bidding, Contractor provided City a bid bond in standard form and acceptable to the City. Contractor shall continue to comply with all requirements of the bid bond and shall maintain said bond until completion of the Contract.

12. **LIABILITY INSURANCE.** The Contractor shall furnish and maintain during the life of this Contract adequate Public Liability and Property Damage Insurance to protect the City, Contractor and any subcontractor performing work covered by this Contract from claims for damages for personal injury, including accidental death and from claims for property damages which may arise from operations under this Contract, whether such operations be by itself or any subcontractor or by anyone directly or indirectly employed by either of them. The Contractor shall furnish and maintain during the life of this Contract adequate Public Liability and Property Damage Insurance to protect the City, Contractor and any subcontractor performing work covered by this Contract from claims for damages for personal injury, including accidental death and from claims for property damages which may arise from operations under this Contract, whether such operations be by itself or any subcontractor or by anyone directly or indirectly employed by either of them. Said Public Liability and Property Damage Insurance shall provide for a minimum coverage of at least one million dollars ($1,000,000.00) for each occurrence and two million dollars ($2,000,000.00) general aggregate written on an occurrence bases, with the City of Maryville named as an additional insured. This amount shall be effective prior to Notice to Proceed, being given and said amounts shall be adjusted by the Contractor on an annual basis pursuant to Sec. 537.610, RSMo or its successor."

This amount shall be effective prior to Notice to Proceed, being given and said amounts shall be adjusted by the Contractor on an annual basis pursuant to Sec. 537.610, RSMo or its successor."

13. **INDEMNITY CLAUSE.** Contractor shall hold City harmless from any and all damages, loss, and expense of claims that may arise by reason of any negligence on the part of Contractor, its subcontractors, agents or employees, in the performance of this Contract. In case any action is brought against City or any of its agents or employees, Contractor shall assume full responsibility for the defense thereof, and upon its failure to do so on proper notice, City reserves the right to defend such action and to charge all costs thereof to Contractor.

Contractor will take all precautions necessary to protect the public against injury, and when necessary keep danger signals out at night and at such other times and places as public safety may require. It is further understood and agreed that if any part of Contractor's work depends upon the work of any other contractor, subcontractor, firm or person, Contractor shall inspect and promptly report to City any and all defects of such entity's Work as would render it unsuitable for proper performance under this Contract. The term "Work" shall mean both, labor and materials and/or the furnishing and performance thereof. Failure by Contractor to inspect and/or to report any such Work deficiency shall constitute Contractor's acceptance of the Work of such other entity but shall not relieve Contractor of the responsibility to ensure that all Work is performed in a good and workmanlike manner or the liability therefore.

14. **WORKERS COMPENSATION INSURANCE.** Contractor shall secure and maintain during the life of this Contract, Workers Compensation Insurance in amounts required by Missouri law for all of its employees employed at the site of the Project and, in case any work is sublet, Contractor shall require any subcontractor similarly to provide Workers Compensation Insurance for all of the latter's employees, unless such employees are covered by protection afforded by Contractor. Contractor shall insure that proofs of current Workers Compensation Insurance coverage for any subcontractor are delivered to the City prior to the commencement of Work by such subcontractor.

15. **PREVAILING WAGE—APPLICABLE.** Notice is hereby given that this Project is subject to the prevailing wage provisions of Chapter 290, RSMo. Contractor shall comply with the prevailing hourly rate of wages for workers for this Project as determined by the Division of Labor Standards of Missouri. No less than the prevailing hourly rate of wages specified in the bids shall be paid to all workers performing work under this Contract. Payroll records shall be submitted to the office of the City Clerk on at least a weekly basis by Contractor evidencing compliance with these requirements. Current Annual Wage Order is No. 33.

16. **PREVAILING WAGE—BOND REQUIREMENT.** Inasmuch as the prevailing wage provisions of Chapter 290, RSMo., are applicable to this Contract, Contractor shall ensure and require that there is a provision in all Contractor's Bonds, which will guarantee the faithful performance of the prevailing hourly wage clause as provided by this Contract.

17. **PREVAILING WAGE—PENALTY.** Contractor shall forfeit as a penalty to City, the sum of ten dollars ($10.00) for each work person employed, for each calendar date, or portion thereof, such work person is paid less than the said stipulated rates for any work done under said Contract, by Contractor or any subcontractor under this Contractor. Contractor understands, grants and acknowledges the authority of City, its agents and officers, to take cognizance of all reports of violations of the provisions of Section 292.210 through 290.340, RSMo., committed in the course of the execution of this Contract, and, when making payments to Contractor becoming due and owing as a result of any violation of Sections 290.210 through 290.340, RSMo.

18. **EMPLOYMENT SECURITY LAW.** Contractor shall satisfy City that it is an employer within the terms of and is subject to the Missouri Employment Security Law (Mo.Rev.Stat.Chap.288), and that it is complying with such law and with the Federal Unemployment Tax Act.

19. **FAIR EMPLOYMENT PRACTICES.** Contractor agrees that during the life of the Contract it will not discriminate against any employee or applicant for employment because of race, religion, color, sex, national origin, age, mental or physical disability, including disabled veteran and veterans of the Vietnam Era. Contractor shall comply with all State and Federal statutes dealing with non-discrimination, including but not limits to, Title VI and Title VII of the Civil Rights Act of 1964 as amended, as well as any applicable Title of Americans with Disabilities Act. Contractor will include a similar provision in all subcontracts entered into in performance of this Contract. If there is a second or subsequent violation of the terms and conditions of this paragraph, the Contract may be cancelled or terminated by City and all money due or to become due under the contract may be forfeited.

20. **CONTRACTOR EMPLOYS AUTHORIZED EMPLOYEES:**

A. The Contractor understands and agrees that by signing the contract for this project, they certify the following:

1. The Contractor shall only utilize personnel authorized to work in the United States in accordance with applicable federal and state laws. This includes but is not limited to the Illegal Immigration Reform and Immigrant Responsibility Act (IIRIRA) and INA Section 274A. 2. If the Contractor is found to be in violation of this requirement or the applicable laws of the state, federal and local laws and regulations, and if the City of Maryville has reasonable cause to believe that the Contractor has knowingly employed individuals who are not eligible to work in the United States, the city shall have the right to cancel the contract immediately without penalty or recourse and suspend or debar the contractor from doing business with the city. The city may also withhold up to twenty-five percent of the total amount due to the contractor.

2. The Contractor agrees to fully cooperate with any audit or investigation from federal, state or local law enforcement agencies.

   In addition, the contractor shall maintain enrollment and participation in a federal work authorization program with respect to the employees working in connection with the contracted services included herein.

B. Affidavit of Work Authorization and Documentation:

1. Pursuit to 285.530 RSMo, the bidder/company name must affirm its enrollment and participation in a federal work authorization program with respect to the employees proposed to work in connection with the services requested herein by
   a. submitting a completed, notarized copy of the attached AFFIDAVIT OF WORK AUTHORIZATION and
   b. providing documentation affirming the bidder's/company name's enrollment and participation in a federal work authorization program (see below) with respect to the employees proposed to work in connection with the services requested herein.

E-Verify is an example of a federal work authorization program, acceptable enrollment and participation documentation consists of the following two pages of the E-Verify Memorandum of Understanding (MOU): 1) a valid, completed copy of the first page identifying the bidder/company name and 2) a valid copy of the signature page completed and signed by the bidder/an authorized representative of (company name), the Social Security Administration, and the Department of Homeland Security – Verification Division.

21. **COMPLIANCE WITH LAW AND OTHER REQUIREMENTS.** Contractor shall comply with all building, construction and sanitary laws and all Federal, State, County and Municipal laws, rules ordinances and regulations, as well as any applicable State, local and/or federal grant conditions in performing all of the work under the Contract.

22. **DRUG FREE WORK ENVIRONMENT.** Contractor shall provide a drug free workplace as required by the law, including the Drug Free Work Place Act of 1988, as implemented. Contractor shall publish a statement notifying all employees that the unlawful manufacture, distribution; dispensing, possession or use of a controlled substance is prohibited in any work place by the City of Maryville, and shall specify actions that will be taken against employees for violation of such prohibition. Contractor shall insure and require each employee to be engaged in the performance of this Contract, whether as an employee of the Contractor or as an employee of a subcontractor, shall be notified regarding the forgoing.

23. **GUARANTEE.** The Contractor shall guarantee that all materials, equipment and workmanship of all Work under this Contract shall be free from any defects for a period of twelve (12) months from the date of final acceptance by the City, and shall provide necessary bonds and guarantees to underwrite this guarantee. Any problems arising from defects in materials, equipment or workmanship shall be completely remedied by the Contractor at no additional costs to City and shall be completed to City's satisfaction. Contractor shall provide a maintenance bond if deemed appropriate in the sole discretion of the City in an amount and with a surety acceptable to the City.

24. **MATERIALS AND WORKMANSHIP.** Unless otherwise stipulated in the Plans and Specifications, all workmanship, equipment, and materials incorporated in the Work covered by this Contract are to be new and of the best grade of their respective kinds for the purpose. Contractor shall, if required, furnish such evidence as to kind and quality of materials. If not otherwise provided, material or work called for in this Contract shall be furnished and performed in accordance with well-known established practice and standards recognized by American Public Works Association (APWA). When required by the specifications or when requested by City, Contractor shall furnish

City for its approval, full information concerning the materials or articles which it contemplates incorporating in the work. Samples of materials shall be submitted for approval when so directed.

25. **REQUIRED OSHA TRAINING**

A. Safety Training

1. Contractor shall provide a ten (10) hour Occupational Safety and Health Administration (OSHA) construction safety program for all employees who will be on-site at the Project. The construction safety program shall include a course in construction safety and health that is approved by OSHA or a similar program approved by the Missouri Department of Labor and Industrial Relations which is at least as stringent as an approved OSHA program as required by Section 292.675 RSMo.

2. Contractor shall require its on-site employees to complete a construction safety program within sixty (60) days after the date work on the Project commences.

3. Contractor acknowledges and agrees that any of Contractor's employees found on the Project site without documentation of the successful completion of a construction safety program shall be required to produce such documentation within twenty (20) days, or will be subject to removal from the Project.

4. Contractor shall require all of its Subcontractors to comply with the requirement of this Section and Section 292.675, RSMo.

B. Notice of Penalties for Failure to Provide Safety Training

1. Pursuant to Section 292.675, RSMo, Contractor shall forfeit to City as a penalty two thousand five hundred dollars ($2,500.00), plus one hundred dollars ($100.00) for each on-site employee employed by Contractor or its Subcontractor, for each calendar day, or portion thereof, such on-site employee is employed without the construction safety training required in Section A, above.

2. The penalty described in Subsection 1 of this Section shall not begin to accrue until the time period described in Section A: 1 & 2, above, have elapsed.

3. Violations of Section A, above and imposition of the penalty described in this Section shall be investigated and determined by the Missouri Department of Labor and Industrial Relations.

26. **INSPECTION.** Representatives of City may visit and inspect the work at all times during its process, and Contractor shall provide sufficient and safe facilities for such inspection.

27. **CONTRACTOR'S DEFAULT.** If Contractor shall in any manner neglect or fail to prosecute the work with reasonable diligence, or shall neglect or fail to perform any agreement herein on its part to be performed, City may direct Contractor by written notice to proceed with such work and to perform such agreement. If Contractor shall fail to do so accordingly, City may enter upon the premises and complete the Work or employ another entity to complete the Work according to the Plans and Specifications, and to use or authorize such other entity to use therefore any plant, tools, materials, and property of Contractor upon the premises. In such case, the Contractor shall receive no further payment under this Contract unless the amount of the Contract price remaining unpaid shall exceed the expense incurred by City in completing the said Work and any damage incurred by City by reason of Contractor's default, in which event Contractor shall be entitled upon such completion to receive payment of the amount of such excess. If the expense so incurred by City in completing the Work according to the Plans and Specifications, together with any such damage incurred by it, shall exceed such amount of the Contract price remaining unpaid, Contractor shall immediately pay upon City's written demand such amount of excess to City.

28. **DEDUCTION FOR UNCORRECTED WORK.** If City deems it expedient to accept work injured or not done in accordance with the Contract, the City may, after providing notice to Contractor of such defect, deduct the difference in value together with a fair allowance for the damages from payment to Contractor.

29. **TITLE.** Title to all materials to be furnished by Contractor shall remain in Contractor, and Contractor shall retain all risk of loss and injury to said materials, until final approval and acceptance of complete performance of this Contract by City. Contractor is to make good, replace, and renew at its own cost and expense, any loss or damages to the Work occurring during the carrying out of this Contract or prior to the final delivery and acceptance by City of this Work by reason of accident, fire, tornado, water, theft, or for any reason whatsoever not caused by City, its agents or employees. Contractor shall be wholly responsible for the carrying out of this Work and the delivery of the finished Work in its entirety for final acceptance by City. Any payment or payments made to Contractor shall not be construed as operating to relieve Contractor from responsibility for the carrying out and delivery of said work.

30. **ALTERNATIONS AND EXTRAS.** Contractor agrees and acknowledges that any variance, modification or addition to the Plans and Specifications must be approved by the City Council of the City of Maryville. Contractor acknowledges that Contractor shall not be entitled to any claim for changes or extras unless approved by the City Council of the City of Maryville. However, nothing in this paragraph shall limit or negate the authority granted to specific members of City staff, including the City Manager and the Director of Public Works, to enter into contracts on behalf of the City of Maryville, within specific financial limitations, without advance Council approval. It shall be the duty of the Contractor to determine the authority of any staff member to contractually bind the City, and Contractor shall have no claims to extras provided above that amount, unless prior to the commencement of the Work, such extras or changes ordered shall have been approved and authorized in writing by the governing body of the City.

31. **ACCEPTANCE AND FINAL PAYMENT.** Upon completion of the Project, Contractor shall give written certification to City that the Work is ready for final inspection and acceptance, and shall at the same time submit evidence satisfactory to City that all payrolls, materials bills, sums due subcontractors and any or all other indebtedness connected with the Work have been fully paid. City shall promptly make an inspection of the completed Project.

Acceptance shall not be final until approval and acceptance is made by the City in written form acknowledged by the Contractor. In any event any portion of the Work is not in accordance with the Plans and Specifications or is faulty, whether such defect be latent or patent, discovered or undiscovered, before the final acceptance under this provision, Contractor shall at its expense remedy such deficiencies or defaults and correct any improper construction or workmanship as may be specified by City, and shall thereupon complete performance of this Contract in accordance with the Plans and Specification. At that time, the balance of payments shall be made equal to the agreed to amount of Work completed, less retainage.

Upon finding by City that all Work has been completed according to the terms and conditions of the Plans and Specifications, City shall within twenty (20) days thereafter pay to Contractor the entire balance then due and payable under the terms of this Contract. It is hereby specifically noted, understood and agreed that neither the issuance of any progress payments nor final payment hereof, constitutes an approval or acceptance of any faulty work or defective materials, whether latent or patent. Neither shall any payments, whether progress payments, or final, constitute a waiver and/or acceptance of any defective or faulty workmanship or materials hereunder.

In the event that the Missouri Department of Labor and industrial Relations has determined that a violation of Section 292.675, RSMo, has occurred and that a penalty as described in Section 26, shall be assessed, the City shall withhold and retain all sums and amounts due and owing when making payments to Contractor under this Contract. In the event that it is determined that Contractor has violated the terms of the Prevailing Wage Law (as described in Sections 15, 16, and 17 herein), Employment Security Law (as described in Section 18 herein), Workmen's Compensation Law (as described in Section 14 herein), Section 19 above regarding Fair Employment Practices, or any

violation under Section 21 herein (Authorized Employees), or Section 23 herein (Drug-Free Environment), and that a penalty shall be or can be assessed, the City shall withhold and retain all sums and amounts due and owing to Contractor until the matter is resolved to the satisfaction of the City and safe or federal agency involved in the investigation of same.

Prior to final payment being made, Contractor shall complete and submit an Affidavit of Compliance with Prevailing Wage laws.

32. **LIEN WAIVER.** Upon such final completion, Contractor shall furnish to City a release of all claims and right of lien, including written documentation that all subcontractors, material men and other potential lien holders have been fully satisfied and released, or waive all rights to lien claims. Contractor hereby acknowledges receipt of statutory notice to furnish the same before final payment shall be due under this Contract.

The full performance of this Contract shall be subject to Contractor's full performance of all the obligations contained hereunder, together with the specific items and obligations and the full performance thereof contained in the Plans and Specifications.

33. LIQUIDATED DAMAGES. Inasmuch as any loss arising for breach of this agreement would be difficult if not impossible to determine, liquidated damages of five hundred dollars ($500.00) per day for **each day or portion thereof after thirty (30) calendar days for the damages of City arising from such delay shall be paid by the Contractor to the City, the parties being in agreement that the City's damages from such a delay would be difficult, if not impossible, to determine.** City may, at its option, extend the delivery date of the Project for causes determined by City to be beyond Contractor's reasonable ability to control (i.e., inclement weather). Request for such extension must be made in writing to the office of the City Manager and may be granted only upon majority vote of the City Council of City. City is granted full authority to deduct any liquidated damages accrued from any amounts finally due and owing to Contractor.

34. **ASSIGNMENT OF THE CONTRACT.** Contractor shall not assign this Contract or any part hereof without written consent of City.

35. **OBLIGATION TO THIRD PARTIES.** City will not be obligated or liable hereunder to any party other than the Contractor.

36. **ATTORNEY'S FEES, APPLICABLE LAW AND VENUE.** In the event either party must enforce rights under this Contract due to breach of the other party, the successful party shall be entitled, in addition to any other compensation, reimbursement for reasonable attorney's fees and court costs. Should litigation arise in this matter, the laws of the State of Missouri, and Nodaway County as venue for litigation.

37. **NOTICES.** Any notices or other communication required or permitted to be given hereunder shall be in writing and shall be deemed given three (3) days after delivery by United States mail, regular postage prepaid, or upon receipt by personal or facsimile delivery addressed to the following:

a. To the City of Maryville: City Manager, P.O. Box 438, Maryville, Missouri, 64468; facsimile number (660)562-3895; telephone number (660)562-8001;

b. As to Contractor, by delivery of written notice to the chief representative of the Contractor at the site of the Project or sending such notice by mail or facsimile addressed to Contractor at the place stated in the papers prepared by it to accompany its proposal or to the address of its permanent place of business;

c. As to the Surety on the performance bond, by sending written notice by mail or facsimile addressed to the Surety at the home office of such Surety or to its agents who executed such performance bond on behalf of such Surety.

To be valid, facsimile delivery shall be followed by delivery of the original document or a clear and legible copy thereof within three (3) business days of the date of the facsimile transmission of that document.

38. **SEVERABILITY.** In the event any provisions hereof shall be determined to be invalid or unenforceable, this validity and effect of the other provisions hereof shall not be affected thereby.

39. **BINDING UPON SUCCESSORS.** This Contract Agreement shall be binding upon the undersigned parties, their heirs, successors, partners and assigns.

IN WITNESS WHEREOF, the parties have executed this Contract in multiple copies on the respective dates noted below.

Executed this ____ day of _____, 2026, by City.

Executed this ____ day of _____, 2026, by Contractor

CITY OF MARYVILLE, MISSOURI

By:_____
John J. McBride, Mayor

ATTEST:

_____
Stacy Wood, City Clerk

Scott McGinness Construction

By:_____

Title_____

ATTEST:

_____
Secretary