

OSAGE CITY COUNCIL

Regular Meeting

September 9, 2025

7:00 p.m.

City Council Chambers – 221 S. 5th- Osage City, Ks

To join the meeting from your computer, tablet, or smartphone:

<https://tinyurl.com/2ajsms3b>

Meeting ID: 294 718 263 301

Passcode: UT9sw62f

Dial in by phone: 1-872-215-6905

Phone Conference ID: 352 887 245#

I. Routine Business

1. Call to Order
2. Additions or Deletions to the Agenda
3. Approval of the Agenda
4. Recognition of Visitors



II. Consent Agenda

1. Approval of August 26, 2025 Regular Meeting Minutes
2. Approval of Cody Britton to fill the vacancy on the Park Board

III. Business Before the Council

1. Public Hearing for 2026 Budget (Information)—Katie Hodge, City Manager
2. Adoption of the 2025 Budget: (Action Required)—Katie Hodge, City Manager
<https://www.osagecity.com/DocumentCenter/View/16443/2026-Budget>
3. Approval of Library CDBG Project No. 24-PF-015 Contractor Bid (Action Required)—Brett Wagoner, Governmental Assistance Services
4. Approval of Governmental Assistance Services to pursue (Action Required)—Brett Wagoner, Governmental Assistance Services
5. Approval Excavator Purchase (Action Required)—Sadie Boos, City Treasurer
6. Approval of Resolution No. 1141 Comprehensive Fee Schedule (Action Required)—Katie Hodge, City Manager
7. Community Input Session Overview—Katie Hodge, City Manager

IV. Adjournment

Next Ordinance # 1704 Next Resolution # 1142 Next Charter Ordinance # 20



CITY OF OSAGE CITY
COUNCIL MEETING
August 26, 2025

ROLL CALL: Now on this 26th day of August, 2025, the Governing Body of the City of Osage City, Kansas, met at the Osage City Council Chamber in said City at 7:00 p.m. The following members being present and participating to wit: Mayor: Brian Stromgren; Council Members: Kathy Ayers, Shirley Bausman, Mike Gilliland, Mike Handly, Cathryn Houghton, Susan Smith, Jeanette Swarts, and Jeff Tice. City Staff present: Sadie Boos, City Treasurer; Dale Schwieger, Utilities Director; Rick Godderz, City Attorney; Fred Hallowell, Street & Sanitation Superintendent; Katie Hodge, City Manager, Amy Woodward, City Clerk. Others Present: None.

APPROVAL OF THE AGENDA:

Motion by Gilliland, second by Smith to approve the amended agenda. The motion was declared carried (8-0).

RECOGNITION OF VISITORS: None

APPROVAL OF THE CONSENT AGENDA:

1. Approval of August 12th, 2025 Regular Meeting Minutes

Motion by Smith, second by Tice to approve the consent agenda. The motion was declared carried (8-0).

BUSINESS BEFORE THE COUNCIL:

1. **Review of the 2025 Water Conservation Plan – Dale Schwieger, Utilities Director**

Schwieger reviewed the 2025 Water Conservation Plan with Council, highlighting the changes.

2. **Approve Ordinance No. 1706 Water Drought/Emergency Ordinance – Katie Hodge, City Manager**

Gilliland requested an update on page 4 regarding metering.

Motion made by Gilliland, second by Houghton to approve Ordinance No. 1706 Water Drought Emergency authorizing the declaration of one of three progressive stages of a water supply conservation and / or water supply shortage which shall conserve or curtail the use of water within the City of Osage City; establishing three stages of water conservation measures for the City; a water watch, warning or emergency; establishing procedures and voluntary and mandatory conservation measures; authorizing the issuance of administrative regulations; and prescribing certain penalties. The motion was declared carried (8-0).

3. Approve Change Order No. 5 for 2023 Sanitary Sewer Improvement Project KWPCRF Project No. C20 1677 01 *formerly known as Sanitary Sewer Improvement Project Phase II & III – Dale Schwieger, Utilities Director

Schwieger discussed the reasons for the change order, which netted an additional \$2,585.11 to the overall project cost.

Motion made by Tice, second by Ayers, to approve Change Order No. 5 for \$2,585.11 raising the revised contract price to \$2,778,977.65. The motion was declared carried (8-0).

4. Approve a time extension request for CDBG Project 23-PF-004 East Area Sewer Improvement Project; contractor Municipal Pipe+Tool – Dale Schwieger, Utilities Director

Schwieger shared the reasons for delays and why the extension is needed.

Motion made by Handly, second by Tice, to authorize the mayor to execute a request to CDBG for a two-month extension on the CDBG Project 23-PF-004 East Area Sanitary Sewer Improvement Project.

5. Review of Cereal Malt Beverage License Renewal Fees – Katie Hodge, City Manager.

Hodge reviewed changes to the CMB License renewal process. Due to the change in process, the City needs to collect \$25.00 less, as the applicant will pay Kansas Department of Revenue \$25.00 directly going forward, for renewal.

Motion made by Tice, second by Ayers, to approve a \$25.00 reduction in the Cereal Malt Beverage (CMB) on-premise and off-premise license fees, and to direct staff to update the Comprehensive Fee Schedule accordingly and prepare a resolution for Council consideration and approval. The motion was declared carried (8-0).

Motion by Tice, second by Ayers to postpone agenda item #7, moving it to #10 and moving item #10 to item #7. The motion was declared carried (8-0).

6. Approve the purchase of an excavator and solicit interest rate proposals for financing – Fred Hallowell, Street & Sanitation Superintendent.

Hallowell discussed with Council the machines they tested, and the features of the machine that was chosen.

Motion made by Tice, second by Ayers to approve the purchase of a John Deere 60-P Excavator from Murphy Tractor and Equipment in the amount of \$90,632.00, and to authorize staff to solicit interest rate proposals from local banks for financing. The motion was declared carried (8-0).

7. Community Input session for Downtown Revitalization – Katie Hodge, City Manager.

Hodge reminded Council of the open invitation to the community for a brainstorming session facilitated by Kansas State University to be held at Santa Fe Depot on Thursday, August 28th from 5:30 PM to 7:00 PM.

8. Airport Land Lease – Katie Hodge, City Manager.

Hodge reviewed with Council the updated Airport Land Lease Agreement, noting the additional updates to be included in the lease agreement.

Motion made by Tice, second by Smith to approve the land lease agreement between the City of Osage City and Hawkeye Helicopter, LLC, and to authorize the Mayor to execute the agreement on behalf of the City with changes that include:

- *Updating a typo in section 4*
- *Specifying the land lease amount to be \$75.00 annually*
- *Removing “monthly utilities payment for the fuel tanks/pump” from section 3*
- *Adding a signature line for Hawkeye Helicopter, LLC at the end of the document*
- *Authorizing Mayor to sign the agreement*

The motion was declared carried (8-0).

9. Announcement of Grant Award – Katie Hodge, City Manager.

Hodge shared with Council the award of a \$400,000 KDOT CCLIP grant to the City to go toward pavement repair for Market Street between 4th and 7th Streets. The project is expected to begin Spring 2027.

10. Executive Session for Personnel Matters of non-elected personnel – Katie Hodge, City Manager.

Motion by Gilliland, second by Smith, to enter into executive session to discuss personnel matters of non-elected personnel, for a period of 10 minutes, beginning at 7:44 p.m. The motion was declared carried (8-0).

Mayor declared the council back in regular session beginning at 7:54 p.m.

Motion by Houghton to adjourn. Houghton rescinded the motion.

Motion by Bausman, second by Handly to approve modifying the recreation Director's title and job duties to Recreation and Community Improvement Director, with administrative support duties reassigned to the Utility Clerks as outlined by the City Manager. The motion was declared carried (8-0).

ADJOURNMENT: *At the request of Council Member Houghton and on her motion, seconded by Council Member Smith and carried unanimously, the meeting adjourned.*

APPROVED: _____
Brian D. Stromgren, Mayor

ATTESTED: _____
Amy Woodward, City Clerk



Number _____
OFFICIAL USE ONLY

Received _____

CITIZEN BOARD AND COMMISSION EXPRESSION OF INTEREST FORM

Please Indicate with an (X) as many as meet your interests:

- | | |
|---|---|
| <input type="checkbox"/> BOARD OF ZONING APPEALS | <input type="checkbox"/> LIBRARY BOARD |
| <input type="checkbox"/> CITY PLANNING COMMISSION | <input type="checkbox"/> OSAGE CITY TREE BOARD |
| <input type="checkbox"/> INDUSTRIAL DEVELOPMENT COMMITTEE | <input checked="" type="checkbox"/> PARKS AND RECREATION ADVISORY BOARD |
| <input type="checkbox"/> COMMUNITY IMPROVEMENT COMMITTEE | <input type="checkbox"/> PUBLIC BUILDING COMMISSION |
| <input type="checkbox"/> CITY COUNCIL | |

Specific Project: _____

Special Instructions:

- 1) Please print in black ink or type, if possible. Please do not write on the back of this form; use another sheet of paper if necessary.
- 2) Please return to: City of Osage City, City Clerk's Office, 201 S. 5th Street, P.O. Box 250, Osage City, Kansas 66523.

Please Note: All information provided by you on this form is subject to Kansas Open Public Record Statutes. As public information, it may be requested by news media representatives or discussed in public meetings.

Title Mr. Mrs. Miss Ms. Dr.

Name: Cody Britton

Home Address: 836 S 4th St Osage City

Number of Years you have lived in Osage City: 5

Telephone (Home) 253-988-4350 (Business) _____ (Fax) _____

Occupation Project manager Employer Pyramid Consulting

Business Address 3060 Kimball Bridge Rd, Alpharetta GA

Education (Highest School Year, degrees, etc.) High School

Prior Appointed or Elected Offices Held (if any) N/A

Present and Past Community Volunteer Activities: Youth Sports 5 Years, School events

Why would you like to serve? (Please discuss specific interest, experience and qualification which would make you an effective board member.)

I would like to serve and assist Park/Rec make impactful changes in our community. I can manage people/things well.

Date: 8/27/2025 Signature: C Britton

CITY OF OSAGE CITY

REQUEST FOR CITY COUNCIL ACTION

DATE
09/9/2025

TIME
7:00 P.M.

AGENDA SECTION NO: III	ORIGINATING DEPARTMENT: Administration	APPROVED FOR AGENDA:
ITEM NO. 1 & 2	BY: Sadie Boos, City Treasurer	BY: Katie Hodge

ITEM:

2026 Annual Budget Hearing & Approval of Budget

BACKGROUND:

FISCAL NOTE:

FUND CHANGES FROM 2025 TO 2026

1. The final assessed valuation for 2024 was \$23,217,524.00, estimated assessed valuation for 2025 is \$24,197,859.00. The value of Osage City increased by \$980,335.00.
2. City of Osage City will remain revenue neutral for 2026. We are asking for the same amount of tax dollars as last year, which is \$1,168,542.00.

Tax Levy Fund Highlights

1. In 2025 we used most of the tax money collected to secure the 10% need for the Airport Layout Plan (construction of the new runway). We increased utility transfers and fees, in lieu of tax dollars, to support the General Fund and Debt Service Fund. Now that the City's portion for the airport is secure, in 2026 we shifted the tax dollars back to the general and debt services funds and reduced utility transfers. This allows protection of the Electric fund after the loss of Orbis revenue and taking on the Cat Engine Bond and protection of the Water Fund due to a potential bond on for water plant upgrades.
2. We set up an Airport Improvement Plan fund for 2026 to transfer the City's 10% of the ALP project portion to protect those funds.
3. Increased the salary for the Street department to bring in an Assistant in anticipation of Fred Hollowell's retirement. The assistant will need at least one full year for training.

Non Tax Levy Fund Highlights

1. Set up a Sanitation Equipment fund to transfer money for the purchase of a new trash truck in 5 years.

CITY OF OSAGE CITY

REQUEST FOR CITY COUNCIL ACTION

DATE
09/9/2025

TIME
7:00 P.M.

AGENDA SECTION NO: III	ORIGINATING DEPARTMENT: Administration BY: Sadie Boos, City Treasurer	APPROVED FOR AGENDA: BY: Katie Hodge
ITEM NO. 1 & 2		

COUNCIL ACTION:

Motion to approve proposed 2026 budget.

STAFF RECOMMENDATION:

To approve the proposed budget for 2026.

MOTION:

I move to adopt the City of Osage City's 2026 budget as proposed

Schedule of Transfers

Expenditure Fund Transferred From:	Receipt Fund Transferred To:	Actual Amount for 2024	Current Amount for 2025	Proposed Amount for 2026	Transfers Authorized by Statute
General	Bond & Interest	54,005	-		10-113
General	Capital Improvement	230,000	257,000	260,000	12-1,118
General	Pool CIP	125,862	450,000	450,000	12-1,118
Electric	General	135,000	100,000		12-825d
Electric	General-Admin Fees	318,500	125,000	130,000	12-825d
Electric	Bond & Interest		-	150,000	12-825d
Electric	Capital Improvement	110,000	200,000	100,000	12-1,118
Electric	Equipment Reserve	115,000	115,000	50,000	12-1,117
Electric	Electric Improvement	250,000	450,000	-	12-1,118
Water	General	57,000	20,000		12-825d
Water	General-Admin Fees	95,000	45,000	55,000	12-825d
Water	Bond & Interest	220,000	150,125	100,000	12-825d
Water	Capital Improvement	33,000	33,000	33,000	12-1,118
Water	Equipment Reserve	20,000	20,000	20,000	12-1,117
Water	Water Reserve	100,000	100,000	100,000	12-1,117
Gas	General	10,000	-		12-825d
Gas	General-Admin Fees	115,500	55,000	40,000	12-825d
Gas	Bond & Interest	60,000	60,000	-	12-825d
Gas	Capital Improvement	10,000	10,000	10,000	12-1,118
Gas	Equipment Reserve	10,000	10,000	10,000	12-1,117
Sewer	General	5,000	5,000		12-825d
Sewer	General-Admin Fees	20,000	20,000	20,000	12-825d
Sewer	Capital Improvement	7,000	7,000	7,000	12-1,118
Sewer	Equipment Reserve	6,000	6,000	6,000	12-1,117
Sewer	Sewer Reserve	25,000	25,000	25,000	12-631o
Sanitation	General	5,000	5,000		12-825d
Sanitation	General-Admin Fees	5,000	5,000	5,000	12-825d
Sanitation	Capital Improvement	10,500	10,500	10,500	12-1,118
Sanitation	Equipment Reserve	60,000	60,000	20,000	12-1,117
Sanitation	Sanitation Reserv			100,000	12-1,117
Special Highway	Bond & Interest	77000	76010	80000	10-113
Airport	AIP			750000	12-1,118
	Totals	2,289,367	2,419,635	2,531,500	
	Adjustments				
	Adjusted Totals	2,289,367	2,419,635	2,531,500	

*Note: Adjustments are required only if the transfer is being made in 2025 and/or 2026 from a non-budgeted fund.

CITY OF OSAGE CITY

REQUEST FOR CITY COUNCIL ACTION

DATE
09/9/2025

TIME
7:00 P.M.

AGENDA SECTION NO: III	ORIGINATING DEPARTMENT: Administration	APPROVED FOR AGENDA:
ITEM NO. 3	BY: Sadie Boos, City Treasurer	BY: Katie Hodge

ITEM:

Library CDBG Project No. 24-PF-015

BACKGROUND:

The Library Project is a building rehabilitation and addition project, including an 1,840 SF addition that will include a new community room, 2 new ADA-compliant restrooms, a new kitchenette, and light demolition of existing exterior walls, doors and walkways. Also included will be the relocation of the circulation desk, bookshelves, floor repairs, grading, sidewalks, and other related miscellaneous appurtenances.

Bid opening was held Friday, September 5th at 11 am with 4 Contractors submitting bids.
Bid information will be provided Tuesday night at the meeting

FISCAL NOTE:

CDBG award is \$650,00

COUNCIL ACTION:

Approve the apparent lowest bid

STAFF RECOMMENDATION:

Approve the apparent lowest bid

MOTION:

I move to approve _____'s bid in the amount of \$_____ for the Library CDBG Project No. 24-PF-015 and authorize execution of the necessary contract documents to be signed by the Mayor.

SECTION 00 4113-- BID FORM - STIPULATED SUM (SINGLE-PRIME CONTRACT)

PART 1 – BID FORM –

Date: 9-5-25

BID OF

(hereinafter called "Bidder") a corporation* organized and existing under laws of the State

of Kansas, a partnership* consisting

of Senne and Company

, an individual* trading as, _____, a joint venture*

consisting of

*Insert Corporation(s), partnership or individual, as applicable.

To: Bryan Falk, Architect
bryan@falk-architects.com

1. Bidder, in compliance with advertisement for bids for construction work in accordance with Drawings and Specifications prepared by Falk Architects, S1 Structural Engineers and Blanchard AE Group , entitled OSAGE CITY LIBRARY ADDITION RENOVATION. Having examined Contract Documents and site of proposed work, and being familiar with all conditions pertaining to construction of proposed project, including availability of materials and labor, hereby proposes to furnish all labor, materials and supplies to construct project in accordance with Contract Documents, within time set forth herein at prices stated below. Prices shall cover all expenses, including taxes incurred in performing work required under Contract documents, of which this Bid is a part.

2. BID PRICING:

In the following Bid(s), amount(s) shall be printed in both words and figures. In case of discrepancy between words and figures, words shall govern.

BID PACKAGE 1:

The Bidder agrees to furnish all labor, materials, tools, and equipment required to complete the renovations associated with the OSAGE CITY LIBRARY ADDITION RENOVATION. All bidders are to provide a schedule of values with their bid.

Base Bid Amount (base bid is defined as all work on construction documents except items specifically designated as alternates):

Eight Hundred Eighteen Thousand Eight Hundred Twenty Dollars DOLLARS (\$ 818,820.00).

Add Alternate #1 – Paint existing standing seam metal roof to match new metal roof panels using manufacturer recommended paint.

Twenty Thousand Nine Hundred Nine Thousand and Ninety Five Dollars DOLLARS (\$ 20,972.00 ~~9,095~~).

Add Alternate #2 – In lieu of LAM-2 Countertops, provide SS-1 Countertops.

Two Thousand Six Hundred Seventy Five DOLLARS (\$ 2,675).

Add Alternate #3 – In lieu of LVT-1 where indicated, provide polished concrete floor with cream finish (class A) and no exposed aggregate, achieve a smooth, uniform finish.

Sixteen Thousand Four Hundred Twenty Five DOLLARS (\$ 16,425).

Add Alternate #4 – Provide UL listed, self-regulating electric heating mat or cable rated for roof de-icing, compatible with TPO assemblies, 120-277V, 9-12W/ft output, installed per manufacturer's recommendation. The contractor shall provide this and all necessary cables, power and other assorted items required for proper installation.

Four Thousand Eight Hundred Fifteen DOLLARS (\$ 4,815).

Add Alternate #5 – Provide a deck mounted snow fence system as indicated on roof plan.

Seven Thousand Three Hundred Thirty DOLLARS (\$ 7,330).

July 2025

Project Number: 2025-25
OSAGE CITY LIBRARY ADDITION RENOVATION

Add Alternate #6 – Replace reception desk counter with new P-LAM-2 on MDF Countertop. Base allowance 76sf of 1-½" thick countertop.

Three Thousand Seven Hundred Thirty Three _____ DOLLARS (\$ 3,733 _____).

Add Alternate #7 – Re-Stain existing reception desk, Base allowance 88 sf of Stainable surface. Match Door Stain.

One Thousand Six Hundred Five _____ DOLLARS (\$ 1,605 _____).

Deduct Alternate #8 – Contractor Voluntary provided **deduct** alternate:

Description:

_____ DOLLARS (\$ _____).

Deduct Alternate #9 – Contractor Voluntary provided **deduct** alternate:

Description:

_____ DOLLARS (\$ _____).

July 2025

Project Number: 2025-25
OSAGE CITY LIBRARY ADDITION RENOVATION

Deduct Alternate #10 – Contractor Voluntary provided **deduct** alternate:

Description:

_____ DOLLARS (\$_____).

Deduct Alternate #11 – Contractor Voluntary provided **deduct** alternate:

Description:

_____ DOLLARS (\$_____).

ADDENDA:

Bidder acknowledges receipt of following addenda:

Addendum No. 1 Dated 8-4-25

Addendum No. 2 Dated 8-15-25

Addendum No. 3 Dated 8-21-25

Addendum No. 4 Dated 8-29-25

Addendum No.5 Dated 9-2-25

PROJECT COMPLETION:

Contract Period – Contract begins when the General Contractor receives a signed contract from the Owner and General Contractor has provided a schedule of values, any required bonds and insurance certificates. Time extensions on the basis of weather will be considered. General Contractor shall write number of weeks required to complete the project below:

Contract "Substantial Completion" number of weeks of work to complete project: 52 weeks

"Substantial Completion" is defined as the date in which the Owner in the opinion of the architect can use the building for its intended purpose.

SUBCONTRACTOR LIST:

Bidder hereby certifies that the following subcontractors will be used in performance of Work:

NOTE: Failure to list subcontractors for each category of work identified on this form or listing more than one subcontractor for any category of work without designating the portion of work performed by each may be grounds for rejection of bid. List name, city, and state of designated subcontractor, for each category of work listed in Bid for Lump Sum Contract. If work within a category will be performed by more than one subcontractor, Bidder shall provide name, city, and state of each subcontractor and specify exact portion of work to be performed by each. If Bidder intends to perform any designated subcontract work by using Bidder's own employees, then Bidder shall list their own name, city, and state.

Contractor's Project Manager:
Josh Peters

Contractor's Superintendent:
Les Holman

Subcontractor (list City and State):
Conroy - Topeka Kansas

Subcontractor (list City and State):
Buildforce - KC MO

Subcontractor (list City and State):
Plantinum - Topeka KS

Subcontractor (list City and State):

Santa Fe - Topeka KS

Subcontractor (list City and State):

Capital - Osage City KS

Subcontractor (list City and State):

AB Paint - Topeka KS

Subcontractor (list City and State):

Senne - Topeka KS

Subcontractor (list City and State):

Straight Cut - Osage City KS

Subcontractor (list City and State):

Tradecraft Electric - Osage City KS

Subcontractor (list City and State):

Conklin Plumbing - Osage City KS

Subcontractor (list City and State):

Hall Floor - Topeka KS

Subcontractor (list City and State):

Five Star - Meriden KS

Subcontractor (list City and State):

Subcontractor (list City and State):

BIDDER'S ACKNOWLEDGMENTS:

- a. Bidder declares that he has had an opportunity to examine the site of the work and he has examined Contract Documents therefore; that he has carefully prepared his bid upon the basis thereof; that he has carefully examined and checked bid, materials, equipment and labor required there under, cost thereof, and his figures therefore. Bidder hereby states that amount, or amounts, set forth in bid is, or are, correct and that no mistake or error has occurred in bid or in Bidder's computations upon which this bid is based. Bidder agrees that he will make no claim for reformation, modifications, revisions or correction of bid after' scheduled closing time for receipt of bids.
- b. Bidder agrees that bid shall not be withdrawn for a period of ninety (90) days after scheduled closing time for receipt of bids.
- c. Bidder understands that the Owner reserves the right to reject any or all bids and to waive any informalities in bidding.

BIDDER'S CERTIFICATE:

Bidder hereby certifies:

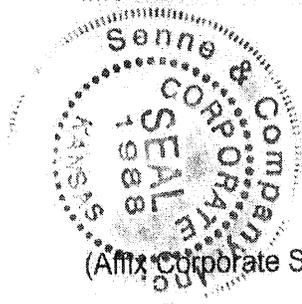
- a. His bid is genuine and is not made in interest of or on behalf of any undisclosed person, firm or corporation, and is not submitted in conformity with any agreement or rules of any group, association or corporation.
- b. He has not directly or indirectly induced or solicited any other bidder to put in a false or sham bid.
- c. He has not solicited or induced any person, firm or corporation to refrain from bidding.
- d. He has not sought by collusion or otherwise to obtain for himself any advantage over any other Bidder or over Owner.
- e. He will not discriminate against any employee or applicant for employment because of race, color, religion, sex or national origin in connection with performance of work.

BIDDER'S SIGNATURE:

Note: All signatures shall be original; not copies, photocopies, stamped, etc.

Authorized Signature 	Date 9-5-25
Printed Name Josh Peters	Title Project Manager
Company Name Senne and Company	
Mailing Address 2001 NW Highway 24	
City, State, Zip Topeka, KS, 66618	
Phone No. 785-235-1015	Federal Employer ID No.
Fax No. 785-235-0256	E-Mail Address josh.peters@senneco
Circle one: Individual Partnership Corporation x Joint Venture	
If a corporation, incorporated under the laws of the State of: Kansas	
Licensed to do business in the State of Kansas? <u> X </u> Yes _No	

(Each Bidder shall complete the bid form by manually signing on the proper signature line above and supplying required information called for in connection with the signature. Information is necessary for proper preparation of the Contract, Performance Bond and Payment Bond. Each Bidder shall supply information called for in accompanying "Supplementary Instructions to Bidders.")



(Affix Corporate Seal Here)

July 2025

Project Number: 2025-25
OSAGE CITY LIBRARY ADDITION RENOVATION

DECLARATION

The undersigned hereby declares that he has examined the Contract Documents, has visited the Site, and submits this Proposal in compliance therewith. The undersigned understands that his competence and responsibility and that of his subcontractors, time of completion, as well as any other factors of interest to the Owner may be a consideration in making the award. The Owner reserves the right to reject any or all proposals, to accept or reject alternate proposals and unit prices, and to waive technicalities concerning the proposals received as it may be in their best interest to do so.

Company Name

Address

Senne and Comany 2001 NW Highway 24, Topeka, KS 66618

Telephone and Email Address

BY: Josh Peters

TITLE: Project Manager

STANDARD AIA GENERAL CONDITIONS DRAFT BASED ON AIA A201-2017

AVAILABLE ON REQUEST

END OF BID FORM 00 41 13

SECTION 00 4113-- BID FORM - STIPULATED SUM (SINGLE-PRIME CONTRACT)

PART 1 – BID FORM –

Date: 9/5/2025

BID OF

(hereinafter called "Bidder") a corporation* organized and existing under laws of the State

of Kansas, a partnership* consisting

of _____

, an individual* trading as, KBS Constructors, Inc., a joint venture*

consisting of

*Insert Corporation(s), partnership or individual, as applicable.

To: Bryan Falk, Architect
bryan@falk-architects.com

1. Bidder, in compliance with advertisement for bids for construction work in accordance with Drawings and Specifications prepared by Falk Architects, S1 Structural Engineers and Blanchard AE Group , entitled OSAGE CITY LIBRARY ADDITION RENOVATION. Having examined Contract Documents and site of proposed work, and being familiar with all conditions pertaining to construction of proposed project, including availability of materials and labor, hereby proposes to furnish all labor, materials and supplies to construct project in accordance with Contract Documents, within time set forth herein at prices stated below. Prices shall cover all expenses, including taxes incurred in performing work required under Contract documents, of which this Bid is a part.

2. BID PRICING:

In the following Bid(s), amount(s) shall be printed in both words and figures. In case of discrepancy between words and figures, words shall govern.

BID PACKAGE 1:

The Bidder agrees to furnish all labor, materials, tools, and equipment required to complete the renovations associated with the OSAGE CITY LIBRARY ADDITION RENOVATION. All bidders are to provide a schedule of values with their bid.

Base Bid Amount (base bid is defined as all work on construction documents except items specifically designated as alternates):

Six hundred forty eight thousand two hundred fifty seven DOLLARS (\$ 648,257.00).

Add Alternate #1 – Paint existing standing seam metal roof to match new metal roof panels using manufacturer recommended paint.

_____ DOLLARS (\$ 23,339.00).

Add Alternate #2 – In lieu of LAM-2 Countertops, provide SS-1 Countertops.

_____ DOLLARS (\$ 2,763.00).

Add Alternate #3 – In lieu of LVT-1 where indicated, provide polished concrete floor with cream finish (class A) and no exposed aggregate, achieve a smooth, uniform finish.

_____ DOLLARS (\$ 5,752.00).

Add Alternate #4 – Provide UL listed, self-regulating electric heating mat or cable rated for roof de-icing, compatible with TPO assemblies, 120-277V, 9-12W/ft output, installed per manufacturer's recommendation. The contractor shall provide this and all necessary cables, power and other assorted items required for proper installation.

_____ DOLLARS (\$ 11,735.00).

Add Alternate #5 – Provide a deck mounted snow fence system as indicated on roof plan.

_____ DOLLARS (\$ 8,215.00).

Add Alternate #6 – Replace reception desk counter with new P-LAM-2 on MDF Countertop. Base allowance 76sf of 1-1/2" thick countertop.

_____ DOLLARS (\$ 3,033.00).

Add Alternate #7 – Re-Stain existing reception desk, Base allowance 88 sf of Stainable surface. Match Door Stain.

_____ DOLLARS (\$ 358.00).

Deduct Alternate #8 – Contractor Voluntary provided ~~deduct~~ ^{Hold} alternate:

Description:

Class B Polished Concrete Salt + Pepper

_____ DOLLARS (\$ 14,182.00).

Deduct Alternate #9 – Contractor Voluntary provided ~~deduct~~ alternate:

Description:

_____ DOLLARS (\$ _____).

July 2025

Project Number: 2025-25
OSAGE CITY LIBRARY ADDITION RENOVATION

Deduct Alternate #10 – Contractor Voluntary provided **deduct** alternate:

Description:

_____ DOLLARS (\$ _____).

Deduct Alternate #11 – Contractor Voluntary provided **deduct** alternate:

Description:

_____ DOLLARS (\$ _____).

ADDENDA:

Bidder acknowledges receipt of following addenda:

- Addendum No. 1 Dated 8/4/2025
- Addendum No. 2 Dated 8/15/2025
- Addendum No. 3 Dated 8/21/2025
- Addendum No. 4 Dated 8/29/2025
- Addendum No. 5 Dated 9/2/2025

PROJECT COMPLETION:

Contract Period – Contract begins when the General Contractor receives a signed contract from the Owner and General Contractor has provided a schedule of values, any required bonds and insurance certificates. Time extensions on the basis of weather will be considered. General Contractor shall write number of weeks required to complete the project below:

Contract "Substantial Completion" number of weeks of work to complete project: 22 weeks

"Substantial Completion" is defined as the date in which the Owner in the opinion of the architect can use the building for its intended purpose.

SUBCONTRACTOR LIST:

Bidder hereby certifies that the following subcontractors will be used in performance of Work:

NOTE: Failure to list subcontractors for each category of work identified on this form or listing more than one subcontractor for any category of work without designating the portion of work performed by each may be grounds for rejection of bid. List name, city, and state of designated subcontractor, for each category of work listed in Bid for Lump Sum Contract. If work within a category will be performed by more than one subcontractor, Bidder shall provide name, city, and state of each subcontractor and specify exact portion of work to be performed by each. If Bidder intends to perform any designated subcontract work by using Bidder's own employees, then Bidder shall list their own name, city, and state.

Contractor's Project Manager:

Dakota Foster

Contractor's Superintendent:

Tim Hetherington

Subcontractor (list City and State):

SR Coffman Emporia, KS

Subcontractor (list City and State):

Straight cut Construction Osage City, KS

Subcontractor (list City and State):

JB Turner Topeka, KS

Subcontractor (list City and State):

Conklin Plumbing Osage City, KS

Subcontractor (list City and State):

Samco Topeka, KS

Subcontractor (list City and State):

Trade craft Elec. Emporia, KS

Subcontractor (list City and State):

BIDDER'S ACKNOWLEDGMENTS:

- a. Bidder declares that he has had an opportunity to examine the site of the work and he has examined Contract Documents therefore; that he has carefully prepared his bid upon the basis thereof; that he has carefully examined and checked bid, materials, equipment and labor required there under, cost thereof, and his figures therefore. Bidder hereby states that amount, or amounts, set forth in bid is, or are, correct and that no mistake or error has occurred in bid or in Bidder's computations upon which this bid is based. Bidder agrees that he will make no claim for reformation, modifications, revisions or correction of bid after' scheduled closing time for receipt of bids.
- b. Bidder agrees that bid shall not be withdrawn for a period of ninety (90) days after scheduled closing time for receipt of bids.
- c. Bidder understands that the Owner reserves the right to reject any or all bids and to waive any informalities in bidding.

BIDDER'S CERTIFICATE:

Bidder hereby certifies:

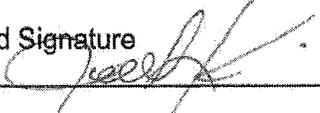
- a. His bid is genuine and is not made in interest of or on behalf of any undisclosed person, firm or corporation, and is not submitted in conformity with any agreement or rules of any group, association or corporation.
- b. He has not directly or indirectly induced or solicited any other bidder to put in a false or sham bid.
- c. He has not solicited or induced any person, firm or corporation to refrain from bidding.
- d. He has not sought by collusion or otherwise to obtain for himself any advantage over any other Bidder or over Owner.
- e. He will not discriminate against any employee or applicant for employment because of race, color, religion, sex or national origin in connection with performance of work.

July 2025

Project Number: 2025-25
OSAGE CITY LIBRARY ADDITION RENOVATION

BIDDER'S SIGNATURE:

Note: All signatures shall be original; not copies, photocopies, stamped, etc.

Authorized Signature 	Date 9/5/2025
Printed Name Joel Kriss	Title Vice President
Company Name KBS Constructors, Inc.	
Mailing Address 1701 SW 41st Street	
City, State, Zip Topeka, Kansas 66609	
Phone No. 785.266.4222	Federal Employer ID No. 48-1074004
Fax No. 785.266.3313	E-Mail Address kylesmith@kbsci.com
Circle one: Individual Partnership <u>Corporation</u> Joint Venture	
If a corporation, incorporated under the laws of the State of: Kansas	
Licensed to do business in the State of Kansas? <u>X</u> Yes _No	

(Each Bidder shall complete the bid form by manually signing on the proper signature line above and supplying required information called for in connection with the signature. Information is necessary for proper preparation of the Contract, Performance Bond and Payment Bond. Each Bidder shall supply information called for in accompanying "Supplementary Instructions to Bidders.")



July 2025

Project Number: 2025-25
OSAGE CITY LIBRARY ADDITION RENOVATION

DECLARATION

The undersigned hereby declares that he has examined the Contract Documents, has visited the Site, and submits this Proposal in compliance therewith. The undersigned understands that his competence and responsibility and that of his subcontractors, time of completion, as well as any other factors of interest to the Owner may be a consideration in making the award. The Owner reserves the right to reject any or all proposals, to accept or reject alternate proposals and unit prices, and to waive technicalities concerning the proposals received as it may be in their best interest to do so.

KBS Constructors, Inc. 1701 SW 41st Street, Topeka, Kansas 66609

Company Name

Address

785.266.4222

kylesmith@kbsci.com

Telephone and Email Address

BY: 

TITLE: Vice President

STANDARD AIA GENERAL CONDITIONS DRAFT BASED ON AIA A201-2017

AVAILABLE ON REQUEST

END OF BID FORM 00 41 13

EXHIBIT 2

ACKNOWLEDGE AND UNDERSTAND CONTRACTOR'S SECTION 3 REQUIREMENTS

- The Prime Contractor must submit a Section 3 Plan to the recipient outlining Section 3 hiring and employment opportunities.
- The Prime Contractor must notify all subcontractors of their responsibilities under Section 3.
- The Prime Contractor must provide an existing workforce breakdown of all current employees and identify those Section 3 workers that were hired within the last five years.
- The Prime Contractor must provide an estimated breakdown of potential hires for the awarded project and timeline of anticipated hiring.
- The Prime Contractor must refrain from contracting with subcontractors as to whom they have received notice or have knowledge that the subcontractors have been found in violation of the regulations in 24 CFR Part 75.
- Maintain records that document a good faith effort to utilize Section 3 workers and Targeted Section 3 workers as trainees and employees. (Required of both contractor and subcontractor.) and any other qualitative efforts to comply with Section 3.

Recordkeeping requirements for recipients are found at 24 CFR 75.31. The contractor is required to maintain documentation to demonstrate compliance with the regulations and is responsible for requiring their subcontractors to maintain or provide any documentation that will assist recipients in demonstrating compliance, including documentation that shows hours worked by Section 3 workers and Targeted Section 3 workers.

SIGNATURE: _____



DATE: _____

9/15/2025

EXHIBIT 3

CONTRACTOR SECTION 3 PLAN

KBS Constructors, Inc. (Contractor) agrees to implement affirmative steps to comply with the Section 3 requirements set forth at 24 CFR Part 75 directed at increasing the utilization of lower income residents and businesses within the City or County of Osage.

- A. To implement Section 3 requirements by seeking the assistance of local officials in determining the exact boundaries of the applicable project area.
- B. To attempt to recruit from within the City/County the necessary number of low- and very low-income residents through local advertising media, signs placed at the proposed site for the project, community organizations, and public or private institutions operating within or serving the project area.
- C. To maintain a list of all low- and very low-income residents who have applied either on their own or on referral from any source, and to employ such persons, if otherwise eligible and if a vacancy exists.
- D. To insert the Section 3 clause in all bid documents, and to require all bidders to submit a Section 3 affirmative action plan including utilization goals and the specific steps planned to accomplish these goals.
- E. To formally contact unions, subcontractors, and trade associations to secure their cooperation for this program.
- F. To maintain records, including copies of correspondence, memoranda, etc., which document that all the above affirmative action steps have been taken.
- G. To appoint or recruit an executive official of the company or agency as Equal Opportunity Officer to coordinate the implementation of this Section 3 plan.
- H. To list all the workforce for this project by job title.
- I. To list all projected workforce needs for this project by job classification and time frame for potential hire.

As officers and representatives of (Bidder) KBS Constructors, Inc., we, the undersigned, have read and fully agree to the above and become a party to the full implementation of this program.

SIGNATURE: [Signature]
TITLE: VICE-PRESIDENT

DATE: 9/5/2025

EXHIBIT 4

CERTIFICATION OF BIDDER REGARDING SECTION 3 AND SEGREGATED FACILITIES

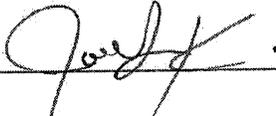
Name of Proposed Contractor: KDS Constructors, Inc.

Project Name & Number: Osage City Library Addition Renovation
CDBG Project # 24-PF-015

The undersigned hereby certifies that:

- a. Section 3 provisions are included in the Contract.
- b. A written Section 3 plan was prepared and submitted as part of the bid proceedings
- c. No segregated facilities will be maintained.

Signer Name (Print): JOEL KRISS Title: Vice President

SIGNATURE:  DATE: 4/15/2025

Clarifications

1. I/A501 extending TPO 4'-0" under existing standing seam won't work without taking the existing panels off? We will only be able to flash so far under.
2. Moisture testing or mediation for new or existing concrete slab is excluded.
3. Wood door species not specified
4. Page P1.0 references to extend new sanitary to existing main to tie-in. Bid assumes tie-in location in the area of where the note is called out.
5. We have not included removal of existing tree west of existing building or any trees.
6. Any Irrigation is excluded.
7. Lavatories L-1 in the bathrooms are integral with the Plumbing and will be done by the plumber. On the drawing on D/A403 it shows a vanity top but the plumbing shows L-1 as integral with plumbing. With this being unclear any vanity tops for L-1 are excluded.
8. Glazier wasn't listed as a category for Davis Bacon Wage rates so figured under General Labor.
9. Class A Polished Concrete is included in Alternate 3. Class B is included in Alternate 8. Both Classes will need a Mock up and agreed upon to ensure expectation are set before polishing is performed. New and old concrete will differ.
10. Alternate #4 pricing is for the new addition roof only.
11. Fire Alarm system does not include duct detectors since the new proposed air handlers are under 2000 CFM.
12. Light fixtures included are as per fixture schedule. Deduct alternate packages may be available if approved by engineer.

- Low voltage and security assumed By Owner
- Fire alarm included

THE AMERICAN INSTITUTE OF ARCHITECTS

AIA Document A310 Bid Bond

KNOW ALL MEN BY THESE PRESENTS, THAT WE KBS Constructors, Inc.

1701 SW 41st St., Topeka, KS 66609-1252

as Principal, hereinafter called the Principal, and Swiss Re Corporate Solutions America Insurance Corporation

1200 Main Street, Suite 800, Kansas City, MO 64105-2478

a corporation duly organized under the laws of the State of MO

as Surety, hereinafter called the Surety, are held and firmly bound unto The City of Osage City, Kansas

201 S. 5th St., Osage City, KS 66523

as Obligee, hereinafter called the Obligee, in the sum of Five Percent of Amount Bid

Dollars (\$ 5%),

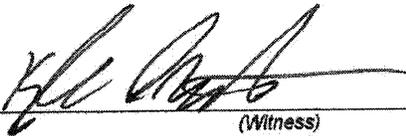
for the payment of which sum well and truly to be made, the said Principal and the said Surety, bind ourselves, our heirs, executors, administrators, successors and assigns, jointly and severally, firmly by these presents.

WHEREAS, the Principal has submitted a bid for Osage City Library Addition Renovation, Project Number: 2025-25,

CDBG Project #24-PF-015, Osage City, Kansas 66523

NOW, THEREFORE, if the Obligee shall accept the bid of the Principal and the Principal shall enter into a Contract with the Obligee in accordance with the terms of such bid, and give such bond or bonds as may be specified in the bidding or Contract Documents with good and sufficient surety for the faithful performance of such Contract and for the prompt payment of labor and materials furnished in the prosecution thereof, or in the event of the failure of the Principal to enter such Contract and give such bond or bonds, if the Principal shall pay to the Obligee the difference not to exceed the penalty hereof between the amount specified in said bid and such larger amount for which the Obligee may in good faith contract with another party to perform the Work covered by said bid, then this obligation shall be null and void, otherwise to remain in full force and effect.

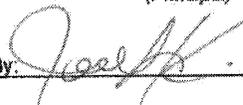
Signed and sealed this 5th day of September, 2025


(Witness)

KBS Constructors, Inc.

(Principal)

(Seal)

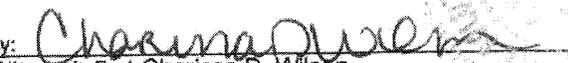
By: 

VICE PRESIDENT
(Title)

Swiss Re Corporate Solutions America Insurance Corporation

(Surety)

(Seal)

By: 

Attorney-in-Fact Charissa D. Wilson

(Title)

Adam M. Shelton

(Witness)

SWISS RE CORPORATE SOLUTIONS

SWISS RE CORPORATE SOLUTIONS AMERICA INSURANCE CORPORATION ("SRCSAIC")
SWISS RE CORPORATE SOLUTIONS PREMIER INSURANCE CORPORATION ("SRCSPIC")

GENERAL POWER OF ATTORNEY

KNOW ALL MEN BY THESE PRESENTS, THAT SRCSAIC, a corporation duly organized and existing under laws of the State of Missouri, and having its principal office in the City of Kansas City, Missouri, and SRCSPIC, a corporation organized and existing under the laws of the State of Missouri and having its principal office in the City of Kansas City, Missouri, each does hereby make, constitute, and appoint: Charissa D. Wilson

Principal: KBS Constructors, Inc.
Obligee: The City of Osage City, Kansas
Bond Description: Osage City Library Addition Renovation, Project Number: 2025-25, CDBG Project #24-PF-015, Osage City, Kansas 66523
Bond Number: Bid Bond
Bond Amount: See Bond Form

Its true and lawful Attorney(s)-in-Fact, to make, execute, seal and deliver, for and on its behalf and as its act and deed, bonds or other writings obligatory in the nature of a bond on behalf of each of said Companies, as surety, on contracts of suretyship as are or may be required or permitted by law, regulation, contract or otherwise, provided that no bond or undertaking or contract or suretyship executed under this authority shall exceed the amount of:

FIFTY MILLION (\$50,000,000.00) DOLLARS

This Power of Attorney is granted and is signed by facsimile under and by the authority of the following Resolutions adopted by the Boards of Directors of both SRCSAIC and SRCSPIC at meetings duly called and held on the 9th of May 2012:

"RESOLVED, that any two of the President, any Managing Director, any Senior Vice President, any Vice President, the Secretary or any Assistant Secretary be, and each or any of them hereby is, authorized to execute a Power of Attorney qualifying the attorney named in the given Power of Attorney to execute on behalf of the Corporation bonds, undertakings and all contracts of surety, and that each or any of them hereby is authorized to attest to the execution of any such Power of Attorney and to attach therein the seal of the Corporation; and it is

FURTHER RESOLVED, that the signature of such officers and the seal of the Corporation may be affixed to any such Power of Attorney or to any certificate relating thereto by facsimile, and any such Power of Attorney or certificate bearing such facsimile signatures or facsimile seal shall be binding upon the Corporation when so affixed and in the future with regard to any bond, undertaking or contract of surety to which it is attached."



By Erik Janssens, Senior Vice President of SRCSAIC & Senior Vice President of SRCSPIC

By Gerald Jagrowski, Vice President of SRCSAIC & Vice President of SRCSPIC

IN WITNESS WHEREOF, SRCSAIC and SRCSPIC have caused their official seals to be hereunto affixed, and these presents to be signed by their authorized officers this 10TH day of NOVEMBER, 20 22

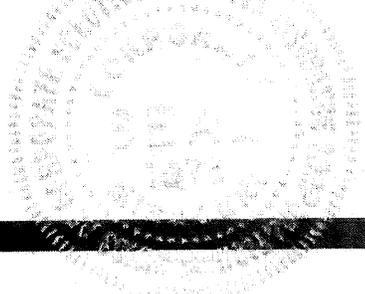
State of Illinois
County of Cook

Swiss Re Corporate Solutions America Insurance Corporation
Swiss Re Corporate Solutions Premier Insurance Corporation

On this 10TH day of NOVEMBER, 20 22, before me, a Notary Public personally appeared Erik Janssens, Senior Vice President of SRCSAIC and Senior Vice President of SRCSPIC and Gerald Jagrowski, Vice President of SRCSAIC and Vice President of SRCSPIC, personally known to me, who being by me duly sworn, acknowledged that they signed the above Power of Attorney as officers of and acknowledged said instrument to be the voluntary act and deed of their respective companies.



I, Jeffrey Goldberg, the duly elected Senior Vice President and Assistant Secretary of SRCSAIC and SRCSPIC, do hereby certify that the above and foregoing is a true and correct copy of a Power of Attorney given by said SRCSAIC and SRCSPIC, which is still in full force and effect. IN WITNESS WHEREOF, I have set my hand and affixed the seals of the Companies this 5th day of September, 2025.



Jeffrey Goldberg, Senior Vice President & Assistant Secretary of SRCSAIC and SRCSPIC

July 2025

Project Number: 2025-25
OSAGE CITY LIBRARY ADDITION RENOVATION

SECTION 00 4113-- BID FORM - STIPULATED SUM (SINGLE-PRIME CONTRACT)

PART 1 – BID FORM –

Date: September 5, 2025

BID OF MCP Build, Inc.

(hereinafter called "Bidder") a corporation* organized and existing under laws of the State

of Kansas, a partnership* consisting

of _____

, an individual* trading as, _____, a joint venture*

consisting of

*Insert Corporation(s), partnership or individual, as applicable.

To: Bryan Falk, Architect
bryan@falk-architects.com

1. Bidder, in compliance with advertisement for bids for construction work in accordance with Drawings and Specifications prepared by Falk Architects, S1 Structural Engineers and Blanchard AE Group , entitled OSAGE CITY LIBRARY ADDITION RENOVATION. Having examined Contract Documents and site of proposed work, and being familiar with all conditions pertaining to construction of proposed project, including availability of materials and labor, hereby proposes to furnish all labor, materials and supplies to construct project in accordance with Contract Documents, within time set forth herein at prices stated below. Prices shall cover all expenses, including taxes incurred in performing work required under Contract documents, of which this Bid is a part.

2. BID PRICING:

In the following Bid(s), amount(s) shall be printed in both words and figures. In case of discrepancy between words and figures, words shall govern.

BID PACKAGE 1:

The Bidder agrees to furnish all labor, materials, tools, and equipment required to complete the renovations associated with the OSAGE CITY LIBRARY ADDITION RENOVATION. All bidders are to provide a schedule of values with their bid.

Base Bid Amount (base bid is defined as all work on construction documents except items specifically designated as alternates):

Seven Hundred Ninety Nine Thousand DOLLARS (\$ 799,000).

Add Alternate #1 – Paint existing standing seam metal roof to match new metal roof panels using manufacturer recommended paint.

Twenty Two Thousand DOLLARS (\$ 22,000).

Add Alternate #2 – In lieu of LAM-2 Countertops, provide SS-1 Countertops.

Two Thousand Two Hundred DOLLARS (\$ 2,200).

Add Alternate #3 – In lieu of LVT-1 where indicated, provide polished concrete floor with cream finish (class A) and no exposed aggregate, achieve a smooth, uniform finish.

Four Thousand Five Hundred DOLLARS (\$ 4,500).

Add Alternate #4 – Provide UL listed, self-regulating electric heating mat or cable rated for roof de-icing, compatible with TPO assemblies, 120-277V, 9-12W/ft output, installed per manufacturer’s recommendation. The contractor shall provide this and all necessary cables, power and other assorted items required for proper installation.

~~NO BID~~ Sixteen Thousand DOLLARS (\$ 16,000 ~~NO BID~~).

Add Alternate #5 – Provide a deck mounted snow fence system as indicated on roof plan.

Eight Thousand Five Hundred DOLLARS (\$ 8,500).

July 2025

Project Number: 2025-25
OSAGE CITY LIBRARY ADDITION RENOVATION

Add Alternate #6 – Replace reception desk counter with new P-LAM-2 on MDF Countertop. Base allowance 76sf of 1-½" thick countertop.

Two Thousand Three Hundred DOLLARS (\$ 2,300).

Add Alternate #7 – Re-Stain existing reception desk, Base allowance 88 sf of Stainable surface. Match Door Stain.

Two Thousand Four Hundred DOLLARS (\$ 2,400).

Deduct Alternate #8 – Contractor Voluntary provided deduct alternate:

Description:

N/A

N/A DOLLARS (\$ N/A).

Deduct Alternate #9 – Contractor Voluntary provided deduct alternate:

Description:

N/A

N/A DOLLARS (\$ N/A).

00 41 13

Bid Form - Stipulated Sum (Single - Prime Contract)

Page: 3

MCP Build, Inc. has complied with Section 3 advertising via local media as required for 14 days prior to bid date.

July 2025

Project Number: 2025-25
OSAGE CITY LIBRARY ADDITION RENOVATION

Deduct Alternate #10 – Contractor Voluntary provided **deduct** alternate:

Description:

N/A

N/A

DOLLARS (\$ N/A).

Deduct Alternate #11 – Contractor Voluntary provided **deduct** alternate:

Description:

N/A

N/A

DOLLARS (\$ N/A).

ADDENDA:

Bidder acknowledges receipt of following addenda:

Addendum No. 1 Dated 8-4-25

Addendum No. 2 Dated 8-15-25

Addendum No. 3 Dated 8-21-25

Addendum No. 4 Dated 8-29-25

Addendum No. 5 Dated 9-2-25

00 41 13

Bid Form - Stipulated Sum (Single - Prime Contract)

Page: 4

PROJECT COMPLETION:

Contract Period – Contract begins when the General Contractor receives a signed contract from the Owner and General Contractor has provided a schedule of values, any required bonds and insurance certificates. Time extensions on the basis of weather will be considered. General Contractor shall write number of weeks required to complete the project below:

Contract "Substantial Completion" number of weeks of work to complete project: 35 weeks

"Substantial Completion" is defined as the date in which the Owner in the opinion of the architect can use the building for its intended purpose.

SUBCONTRACTOR LIST:

Bidder hereby certifies that the following subcontractors will be used in performance of Work:

NOTE: Failure to list subcontractors for each category of work identified on this form or listing more than one subcontractor for any category of work without designating the portion of work performed by each may be grounds for rejection of bid. List name, city, and state of designated subcontractor, for each category of work listed in Bid for Lump Sum Contract. If work within a category will be performed by more than one subcontractor, Bidder shall provide name, city, and state of each subcontractor and specify exact portion of work to be performed by each. If Bidder intends to perform any designated subcontract work by using Bidder's own employees, then Bidder shall list their own name, city, and state.

Contractor's Project Manager:

DJ Brown

Contractor's Superintendent:

Rebel Beatty

Subcontractor (list City and State):

Elcon Services Hillsboro, KS

Subcontractor (list City and State):

Samco Mechanical Topeka, KS

Subcontractor (list City and State):

Prestige Masonry Topeka, KS

Subcontractor (list City and State):

Cousins Concrete Auburn, KS

Subcontractor (list City and State):

Straight-Cut Construction Osage City, KS

Subcontractor (list City and State):

JB Turner & Sons Topeka, KS

Subcontractor (list City and State):

Arrowsmith Properties Topeka, KS

Subcontractor (list City and State):

Hall Floor Covering Topeka, KS

Subcontractor (list City and State):

Restoration & Waterproofing Topeka, KS

Subcontractor (list City and State):

Manko Window Systems Manhattan, KS

Subcontractor (list City and State):

BIDDER'S ACKNOWLEDGMENTS:

- a. Bidder declares that he has had an opportunity to examine the site of the work and he has examined Contract Documents therefore; that he has carefully prepared his bid upon the basis thereof; that he has carefully examined and checked bid, materials, equipment and labor required there under, cost thereof, and his figures therefore. Bidder hereby states that amount, or amounts, set forth in bid is, or are, correct and that no mistake or error has occurred in bid or in Bidder's computations upon which this bid is based. Bidder agrees that he will make no claim for reformation, modifications, revisions or correction of bid after' scheduled closing time for receipt of bids.
- b. Bidder agrees that bid shall not be withdrawn for a period of ninety (90) days after scheduled closing time for receipt of bids.
- c. Bidder understands that the Owner reserves the right to reject any or all bids and to waive any informalities in bidding.

BIDDER'S CERTIFICATE:

Bidder hereby certifies:

- a. His bid is genuine and is not made in interest of or on behalf of any undisclosed person, firm or corporation, and is not submitted in conformity with any agreement or rules of any group, association or corporation.
- b. He has not directly or indirectly induced or solicited any other bidder to put in a false or sham bid.
- c. He has not solicited or induced any person, firm or corporation to refrain from bidding.
- d. He has not sought by collusion or otherwise to obtain for himself any advantage over any other Bidder or over Owner.
- e. He will not discriminate against any employee or applicant for employment because of race, color, religion, sex or national origin in connection with performance of work.

July 2025

Project Number: 2025-25
OSAGE CITY LIBRARY ADDITION RENOVATION

BIDDER'S SIGNATURE:

Note: All signatures shall be original; not copies, photocopies, stamped, etc.

Authorized Signature 	Date 9-5-25
Printed Name Pat Tolin	Title President
Company Name MCP Build, Inc.	
Mailing Address 3501 SW Fairlawn Rd. Suite 10	
City, State, Zip Topeka, KS 66614	
Phone No. 785-273-3880	Federal Employer ID No. 83-2525457
Fax No.	E-Mail Address PatT@theMCPgroup.com
Circle one: Individual Partnership X Corporation Joint Venture	
If a corporation, incorporated under the laws of the State of: Kansas	
Licensed to do business in the State of Kansas? <input checked="" type="checkbox"/> Yes <input type="checkbox"/> No	

(Each Bidder shall complete the bid form by manually signing on the proper signature line above and supplying required information called for in connection with the signature. Information is necessary for proper preparation of the Contract, Performance Bond and Payment Bond. Each Bidder shall supply information called for in accompanying "Supplementary Instructions to Bidders.")



(Affix Corporate Seal Here)

00 41 13

Bid Form - Stipulated Sum (Single - Prime Contract)

Page: 8

MCP Build, Inc. has complied with Section 3 advertising via local media as required for 14 days prior to bid date.

July 2025

Project Number: 2025-25
OSAGE CITY LIBRARY ADDITION RENOVATION

DECLARATION

The undersigned hereby declares that he has examined the Contract Documents, has visited the Site, and submits this Proposal in compliance therewith. The undersigned understands that his competence and responsibility and that of his subcontractors, time of completion, as well as any other factors of interest to the Owner may be a consideration in making the award. The Owner reserves the right to reject any or all proposals, to accept or reject alternate proposals and unit prices, and to waive technicalities concerning the proposals received as it may be in their best interest to do so.

Company Name	Address
MCP Build, Inc.	3501 SW Fairlawn Rd. Suite 10 Topeka, KS 66614

Telephone and Email Address 785-925-2858; PatT@theMCPgroup.com

BY: Pat T. U.

TITLE: President

STANDARD AIA GENERAL CONDITIONS DRAFT BASED ON AIA A201-2017

AVAILABLE ON REQUEST

END OF BID FORM 00 41 13

00 41 13

Bid Form - Stipulated Sum (Single - Prime Contract)

Page: 9

THE AMERICAN INSTITUTE OF ARCHITECTS

AIA Document A310 Bid Bond

KNOW ALL MEN BY THESE PRESENTS, THAT WE MCP Build, Inc.

3501 SW Fairlawn Road, Suite 10, Topeka, KS 66614

as Principal, hereinafter called the Principal, and Frankenmuth Insurance Company

One Mutual Avenue, Frankenmuth, MI 48787-0001

a corporation duly organized under the laws of the State of MI

as Surety, hereinafter called the Surety, are held and firmly bound unto The City of Osage City

201 S. 5th St., Osage City, KS 66523

as Obligee, hereinafter called the Obligee, in the sum of Five Percent of Amount Bid

Dollars (\$ _____ 5% _____),

for the payment of which sum well and truly to be made, the said Principal and the said Surety, bind ourselves, our heirs, executors, administrators, successors and assigns, jointly and severally, firmly by these presents.

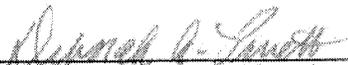
WHEREAS, the Principal has submitted a bid for Osage City Library Addition & Renovation, Project No. 2025-025

515 Main St.

Osage City, KS 66523

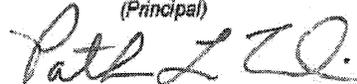
NOW, THEREFORE, if the Obligee shall accept the bid of the Principal and the Principal shall enter into a Contract with the Obligee in accordance with the terms of such bid, and give such bond or bonds as may be specified in the bidding or Contract Documents with good and sufficient surety for the faithful performance of such Contract and for the prompt payment of labor and materials furnished in the prosecution thereof, or in the event of the failure of the Principal to enter such Contract and give such bond or bonds, if the Principal shall pay to the Obligee the difference not to exceed the penalty hereof between the amount specified in said bid and such larger amount for which the Obligee may in good faith contract with another party to perform the Work covered by said bid, then this obligation shall be null and void, otherwise to remain in full force and effect.

Signed and sealed this 5th day of September, 2025


(Witness)

MCP Build, Inc.

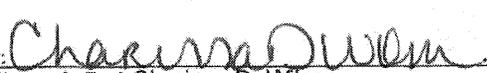
(Principal) (Seal)

By: 

Patrick L. Tolin, President (Title)

Frankenmuth Insurance Company

(Surety) (Seal)

By: 

Attorney-in-Fact Charissa D. Wilson (Title)

Adam M. Shelton

FRANKENMUTH INSURANCE COMPANY

POWER OF ATTORNEY

KNOW ALL MEN BY THESE PRESENTS, that Frankenmuth Insurance Company (the "Company"), a corporation duly organized and existing under the laws of the State of Michigan, having its principal office at 1 Mutual Avenue, Frankenmuth, Michigan 48787, does hereby nominate, constitute and appoint: Charissa D. Wilson

Their true and lawful attorney(s)-in-fact, each in their separate capacity if more than one is named above, to make, execute, seal, acknowledge and deliver any and all bonds, contracts and undertakings of suretyship, with the exception of Financial Guaranty Insurance, provided, however, that the penal sum of any one such instrument shall not exceed the sum of:

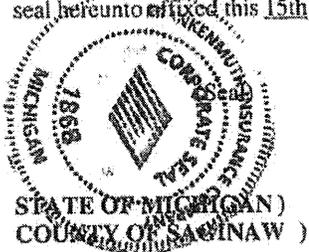
Fifty Million and 00/100 Dollars (\$50,000,000)

Surety Bond #: Bid Bond
Principal: MCP Build, Inc.
Obligee: The City of Osage City

This Power of Attorney is granted pursuant to the following Resolution duly adopted at a meeting of the Board of Directors of Frankenmuth Insurance Company:

"RESOLVED, that the President, Senior Vice President or Vice President and each of them under their respective designations, hereby is authorized to execute powers of attorney, and such authority can be executed by use of facsimile signature, which may be attested or acknowledged by any officer of the Company, qualifying the attorney(s) named in the given power of attorney, to execute on behalf of, and acknowledge as the act and deed of Frankenmuth Insurance Company on all bonds, contracts and undertakings of suretyship, and to affix the corporate seal thereto."

IN WITNESS WHEREOF, the Company has caused these presents to be signed and attested by its appropriate officers and its corporate seal hereunto affixed this 15th day of December, 2022.



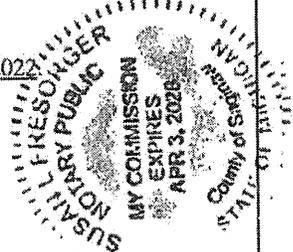
Frankenmuth Insurance Company
By Frederick A. Edmond, Jr.,
President and Chief Executive Officer

ss:

Sworn to before me, a Notary Public in the State of Michigan, by Frederick A. Edmond, Jr., to me personally known to be the individual and officer described in, and who executed the preceding instrument, deposed and said the Corporate Seal and his signature as Officer were affixed and subscribed to said instrument by the authority of the Company.

IN TESTIMONY WHEREOF, I have set my hand, and affixed my Official Seal this 15th day of December, 2022.

Susan L. Fresorger (Seal)
Susan L. Fresorger, Notary Public
Saginaw County, State of Michigan
My Commission Expires: April 3, 2028



I, the undersigned, Executive Vice President of Frankenmuth Insurance Company, do hereby certify that the foregoing is a true, correct and complete copy of the original Power of Attorney; that said Power of Attorney has not been revoked or rescinded and is in full force and effect as of this date.

IN WITNESS WHEREOF, I have set my hand and affixed the Seal of the Company, this 5th day of September, 2025.

Andrew H. Knudsen
Andrew H. Knudsen, Executive Vice President,
Chief Operating Officer and Secretary

ALL CORRESPONDENCE RELATED TO BOND VALIDATION AND/OR A CLAIM SHOULD BE DIRECTED TO
VP SURETY, 781 U.S. ROUTE ONE, SUITE 1, YARMOUTH, ME 04096

EXHIBIT 1

SECTION 3 CLAUSE

All Section 3 covered contracts shall include the following clause (referred to as the Section 3 Clause):

- A. The work to be performed under this contract is subject to the requirements of Section 3 of the Housing and Urban Development Act of 1968, as amended, 12 U.S.C. 1701u (Section 3), contributes to the establishment of stronger, more sustainable communities by ensuring that employment and other economic opportunities generated by Federal financial assistance for housing and community development programs are, to the greatest extent feasible, directed toward low- and very low-income persons, particularly those who receive Federal financial assistance for housing and those residing in communities where the financial assistance is expended.
- B. The parties to this contract agree to comply with HUD's regulations in 24 CFR part 75, which implement Section 3. As evidenced by their execution of this contract, the parties to this contract certify that they are under no contractual or other impediment that would prevent them from complying with the 24 CFR Part 75 regulations.
- C. The contractor agrees to send to each labor organization or representative or workers with which the contractor has a collective bargaining agreement or other understanding, if any, a notice advising the labor organization or workers' representative of the contractor's commitments under this Section 3 clause and will post copies of the notice in conspicuous places at the work site where both employees and applicants for training and employment positions can see the notice. The notice shall describe the Section 3 preference, shall set forth minimum number and job titles subject to hire, availability of apprenticeship and training positions, the qualifications for each; and the name and location of the person(s) taking applications for each of the positions; and the anticipated date the work shall begin.
- D. The Contractor agrees to include this Section 3 clause in every subcontract subject to compliance with regulations in 24 CFR Part 75, and agrees to take appropriate action, as provided in an applicable provision of the subcontract or in this Section 3 clause, upon a finding that the subcontractor is in violation of the regulations in 24 CFR Part 75. The Contractor will not subcontract with any subcontractor where the contractor has notice or knowledge that the subcontractor has been found in violation of the regulations in 24 CFR Part 75.
- E. The Contractor will certify that any vacant employment positions, including training positions, that are filled (1) after the Contractor is selected but before the contract is executed, and (2) with persons other than those to whom the regulations of 24 CFR Part 75 require employment opportunities to be directed, were not filled to circumvent the contractor's obligations under 24 CFR Part 75.
- F. Noncompliance with HUD's regulations in 24 CFR Part 75 may result in sanctions, termination of this Contract for default, and debarment or suspension from future HUD assisted contracts.

EXHIBIT 2

ACKNOWLEDGE AND UNDERSTAND CONTRACTOR'S SECTION 3 REQUIREMENTS

- The Prime Contractor must submit a Section 3 Plan to the recipient outlining Section 3 hiring and employment opportunities.
- The Prime Contractor must notify all subcontractors of their responsibilities under Section 3.
- The Prime Contractor must provide an existing workforce breakdown of all current employees and identify those Section 3 workers that were hired within the last five years.
- The Prime Contractor must provide an estimated breakdown of potential hires for the awarded project and timeline of anticipated hiring.
- The Prime Contractor must refrain from contracting with subcontractors as to whom they have received notice or have knowledge that the subcontractors have been found in violation of the regulations in 24 CFR Part 75.
- Maintain records that document a good faith effort to utilize Section 3 workers and Targeted Section 3 workers as trainees and employees. (Required of both contractor and subcontractor.) and any other qualitative efforts to comply with Section 3.

Recordkeeping requirements for recipients are found at 24 CFR 75.31. The contractor is required to maintain documentation to demonstrate compliance with the regulations and is responsible for requiring their subcontractors to maintain or provide any documentation that will assist recipients in demonstrating compliance, including documentation that shows hours worked by Section 3 workers and Targeted Section 3 workers.

SIGNATURE: _____

Pat L. [Signature]

DATE: _____

9/5/25

EXHIBIT 3

CONTRACTOR SECTION 3 PLAN

MCP Build, Inc. (Contractor) agrees to implement affirmative steps to comply with the Section 3 requirements set forth at 24 CFR Part 75 directed at increasing the utilization of lower income residents and businesses within the City or County of Osage.

- A. To implement Section 3 requirements by seeking the assistance of local officials in determining the exact boundaries of the applicable project area.
- B. To attempt to recruit from within the City/County the necessary number of low- and very low-income residents through local advertising media, signs placed at the proposed site for the project, community organizations, and public or private institutions operating within or serving the project area.
- C. To maintain a list of all low- and very low-income residents who have applied either on their own or on referral from any source, and to employ such persons, if otherwise eligible and if a vacancy exists.
- D. To insert the Section 3 clause in all bid documents, and to require all bidders to submit a Section 3 affirmative action plan including utilization goals and the specific steps planned to accomplish these goals.
- E. To formally contact unions, subcontractors, and trade associations to secure their cooperation for this program.
- F. To maintain records, including copies of correspondence, memoranda, etc., which document that all the above affirmative action steps have been taken.
- G. To appoint or recruit an executive official of the company or agency as Equal Opportunity Officer to coordinate the implementation of this Section 3 plan.
- H. To list all the workforce for this project by job title.
- I. To list all projected workforce needs for this project by job classification and time frame for potential hire.

As officers and representatives of (Bidder) MCP Build, Inc., we, the undersigned, have read and fully agree to the above and become a party to the full implementation of this program.

SIGNATURE: 
TITLE: President

DATE: 9/5/25

EXHIBIT 4

CERTIFICATION OF BIDDER REGARDING SECTION 3 AND SEGREGATED FACILITIES

Name of Proposed Contractor: MCP Build, Inc.

Project Name & Number: Osage City Library Addition + Renovation
CDBG Project # 24-PF-015

The undersigned hereby certifies that:

- a. Section 3 provisions are included in the Contract.
- b. A written Section 3 plan was prepared and submitted as part of the bid proceedings
- c. No segregated facilities will be maintained.

Signer Name (Print): Patrick Tolin Title: President

SIGNATURE:  DATE: 9/5/25

**CONTRACTOR'S CERTIFICATION CONCERNING
LABOR STANDARDS AND PREVAILING WAGE REQUIREMENTS**

**CONTRACTOR'S CERTIFICATION CONCERNING
LABOR STANDARDS AND PREVAILING WAGE REQUIREMENTS**

TO (Appropriate Recipient): Falk Architects 827 N. Kansas Ave. Topeka, KS 66608	DATE 09/05/2025
C/O Bryan Falk, Architect	PROJECT NUMBER (If any) CDBG Project#24-PF-015
	PROJECT NAME Osage City Library Add/Renov

1. The undersigned, having executed a contract with the City of Osage City, KS for the construction of the above identified project, acknowledges that:

- (a) The Labor Standards provisions are included in the aforesaid contract;
- (b) Prevailing wage requirements are followed, including paying the higher of the Federal or State wage rate by labor classification.
- (c) Correction of any infractions of the aforesaid conditions, including infractions by any of his subcontractors and any lower tier subcontractors, is his responsibility.

2. He certifies that:

- (a) Neither he nor any firm, partnership or association in which he has substantial interest is designated as an ineligible contractor by the Comptroller of the United States pursuant to Section 5.6(b) of the Regulations of the Secretary of Labor., Part 5 (29 CFR, Part 5) or pursuant to Section 3(a) of the Davis-Bacon Act, as amended (40 U.S. C. 276a-2(a)).
- (b) No part of the aforementioned contract has been or will be subcontracted to any subcontractor if such subcontractor or any firm, corporation, partnership or association in which such subcontractor has a substantial interest is designated as an ineligible contractor pursuant to any of the aforementioned regulatory or statutory provisions.

3. He agrees to obtain and forward to the aforementioned recipient within ten days after the execution of any subcontract, including those executed by his subcontractors and any lower tier subcontractors, a Subcontractor's Certification Concerning Labor Standards and Prevailing Wage Requirements executed by the subcontractors.

4. He certifies that:

- (a) The legal name and business address of the undersigned are:
MCP Build, Inc.
3501 SW Fairlawn Rd., Ste. 10
Topeka, KS 66614

(b) The undersigned is (Circle One):

(1) A SINGLE PROPRIETORSHIP	(3) A CORPORATION ORGANIZED IN THE STATE OF: KANSAS
(2) A PARTNERSHIP	(4) OTHER ORGANIZATION: (Describe)

(c) The name, title and address of the owner, partners, or officers of the undersigned are:

NAME	TITLE	ADDRESS
Mark McPherson	Owner	3501 SW Fairlawn Rd., Ste. 10 Topeka, KS 66614
The MCP Build Legacy Trust	Owner	3501 SW Fairlawn Rd., Ste. 10 Topeka, KS 66614
Patrick L. Tolin	President & Owner	3501 SW Fairlawn Rd., Ste. 10 Topeka, KS 66614
Gregory E. Stueve	President & Owner	3501 SW Fairlawn Rd., Ste. 10 Topeka, KS 66614
Luke R. Spellmeier	Secretary, Treasurer, Owner	3501 SW Fairlawn Rd., Ste. 10 Topeka, KS 66614
Collin Hildebrand	General Counsel	3501 SW Fairlawn Rd., Ste. 10 Topeka, KS 66614

(d) The names and addresses of all other persons, both natural and corporate, having a substantial interest in the undersigned, and the nature of the interest are (if none, so state)

NAME	ADDRESS	NATURE OF INTENT
Luke R. Spellmeier	3501 SW Fairlawn Rd., Ste. 10 Topeka, KS 66614	Trustee of the TRUST identified in (c), above.

(e) The names, addresses and trade classifications of all other building construction contractors in which undersigned ha a substantial interest (if none, so state):

NAME	ADDRESS	TRADE CLASSIFICATION
NONE		

Date 09/05/2025

MCP Build, Inc.

(Contractor)
By: Patrick L. Tolin
Patrick L. Tolin, President

WARNING

U.S. Criminal Code, Section 1010, Title 18, U.S. C., provides in part: "Whoever makes, passes, utters, or publishes any statement knowing the same to be false..... shall be fined not more than \$5,000 or imprisoned not more than two years, or both."

**Certification Regarding Government-Wide
Restriction on Lobbying
(For Contracts Over \$100,000)**

The undersigned certifies, to the best of his or her knowledge and belief, that:

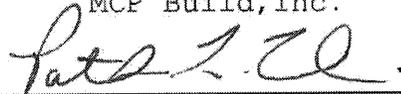
1. No Federal appropriated funds have been paid or will be paid, by or on behalf of the undersigned, to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with the awarding of any Federal contract, the making of any Federal grant, the making of any Federal loan, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any Federal contract, grant, loan, or cooperative agreement.
2. If any funds other than Federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with this Federal contract, grant, loan, or cooperative agreement, the undersigned shall complete and submit Standard Form-LLL, "Disclosure Form to Report Lobbying," in accordance with its instructions.
3. The undersigned shall require that the language of this certification be included in the award documents for all subawards at all tiers (including subcontracts, subgrants, and contracts under grants, loans, cooperative agreements) over \$100,000, and that all subrecipients shall certify and disclose accordingly.

This certification is a material representation of fact upon which reliance was placed when this transaction was made or entered into. Submission of this certification is a prerequisite for making or entering into this transaction imposed by Section 1352, Title 31, U.S. Code. Any person who fails to file the required certification shall be subject to a civil penalty of not less than \$10,000 and not more than \$100,000 for each such failure.

09/05/2025

Date

MCP Build, Inc.



Principal

BY: Patrick L. Tolin, President

This form is no longer applicable as Executive Order 11246 was revoked in January 2025 by the issuance of Executive Order 14173.

CERTIFICATION OF BIDDER REGARDING EQUAL EMPLOYMENT OPPORTUNITY

CERTIFICATION OF BIDDER REGARDING EQUAL EMPLOYMENT OPPORTUNITY		
Instructions		
<p>This certification is required pursuant to Executive Order 11246 (30 F.R. 12319-25). The Implementing rules and regulations provide that any bidder or prospective contractor, or any of their proposed subcontractors, shall state as an initial part of the bid or negotiations of the contract whether it has participated in any previous contract or subcontract subject to the equal opportunity clause, and if so, whether it has filed all compliance reports due under applicable instructions.</p> <p>Where the certification indicates that the bidder has not filed a compliance report due under applicable instructions, such bidder shall be required to submit a compliance report within seven calendar days after bid opening. No contract shall be awarded unless such report is submitted.</p> <p>For contracts over \$10,000, the Contractor agrees that it does not and will not maintain or provide for its employees any segregated facilities at any of its establishments, and that it does not and will not permit its employees to perform their services at any location under its control where segregated facilities are maintained. "Segregated facilities," as used in this clause, means any waiting rooms, work areas, rest rooms and wash rooms, restaurants and other eating areas, time clocks, locker rooms and other storage or dressing areas, parking lots, drinking fountains, recreation or entertainment areas, transportation, and housing facilities provided for employees, that are segregated by explicit directive or are in fact segregated on the basis of race, color, religion, sex, or national origin because of written or oral policies or employee custom. The term does not include separate or single-user rest rooms or necessary dressing or sleeping areas provided to assure privacy between the sexes. The Contractor agrees that a breach of this clause is a violation of the Equal Opportunity clause in this contract. The Contractor shall include this clause in every subcontract and purchase order that is subject to the Equal Opportunity clause of this contract.</p>		
Certification by Bidder		
Name and Address of Bidder (include zip code)		
1. Bidder has participated in a previous contract or subcontract subject to the Equal Opportunity Clause.		
Yes	No	
2. Compliance reports were required to be filled in connection with such contract or subcontract.		
Yes	No	
3. Bidder has filed all compliance reports due under applicable instructions, including Monthly Employment Utilization Report (257)		
Yes	No	None Required
4. Have you ever been or are you being considered for sanction due to violation of Executive Order 11246, as amended?		
Yes	No	
5. Bidder certifies that it does not and will not maintain or provide for its employees any segregated facilities at any of its establishments, and that it does not and will not permit its employees to perform their services at any location under its control where segregated facilities are maintained.		
Name and Title of Signer (please type or print)		
Signature	Date	

July 2025

Project Number: 2025-25
OSAGE CITY LIBRARY ADDITION RENOVATION

SECTION 00 4113 - BID FORM - STIPULATED SUM (SINGLE-PRIME CONTRACT)

PART 1 – BID FORM –

Date: September 5, 2025

BID OF Murray & Sons Construction Co., Inc.

(hereinafter called "Bidder") a corporation* organized and existing under laws of the State

of Kansas, a partnership* consisting

of N/A

, an individual* trading as, N/A, a joint venture*

consisting of

N/A

*Insert Corporation(s), partnership or individual, as applicable.

To: Bryan Falk, Architect
bryan@falk-architects.com

1. Bidder, in compliance with advertisement for bids for construction work in accordance with Drawings and Specifications prepared by Falk Architects, S1 Structural Engineers and Blanchard AE Group, entitled OSAGE CITY LIBRARY ADDITION RENOVATION. Having examined Contract Documents and site of proposed work, and being familiar with all conditions pertaining to construction of proposed project, including availability of materials and labor, hereby proposes to furnish all labor, materials and supplies to construct project in accordance with Contract Documents, within time set forth herein at prices stated below. Prices shall cover all expenses, including taxes incurred in performing work required under Contract documents, of which this Bid is a part.

2. BID PRICING:

In the following Bid(s), amount(s) shall be printed in both words and figures. In case of discrepancy between words and figures, words shall govern.

BID PACKAGE 1:

The Bidder agrees to furnish all labor, materials, tools, and equipment required to complete the renovations associated with the OSAGE CITY LIBRARY ADDITION RENOVATION. All bidders are to provide a schedule of values with their bid.

Base Bid Amount (base bid is defined as all work on construction documents except items specifically designated as alternates):

Six hundred forty two thousand ^{Seven hundred} 642,700 DOLLARS (\$ _____).

Add Alternate #1 – Paint existing standing seam metal roof to match new metal roof panels using manufacturer recommended paint.

_____ DOLLARS (\$ 9,400 _____).

Add Alternate #2 – In lieu of LAM-2 Countertops, provide SS-1 Countertops.

_____ DOLLARS (\$ 1,400 _____).

Add Alternate #3 – In lieu of LVT-1 where indicated, provide polished concrete floor with cream finish (class A) and no exposed aggregate, achieve a smooth, uniform finish.

_____ DOLLARS (\$ 5,100 _____).

Add Alternate #4 – Provide UL listed, self-regulating electric heating mat or cable rated for roof de-icing, compatible with TPO assemblies, 120-277V, 9-12W/ft output, installed per manufacturer's recommendation. The contractor shall provide this and all necessary cables, power and other assorted items required for proper installation.

_____ DOLLARS (\$ 12,000 _____).

Add Alternate #5 – Provide a deck mounted snow fence system as indicated on roof plan.

_____ DOLLARS (\$ 8,300 _____).

July 2025

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OSAGE CITY LIBRARY ADDITION RENOVATION

Add Alternate #6 – Replace reception desk counter with new P-LAM-2 on MDF Countertop. Base allowance 76sf of 1-1/2" thick countertop.

_____ DOLLARS (\$ 2,500).

Add Alternate #7 – Re-Stain existing reception desk, Base allowance 88 sf of Stainable surface. Match Door Stain.

_____ DOLLARS (\$ 1,700).

Deduct Alternate #8 – Contractor Voluntary provided deduct alternate:

Description:

_____ DOLLARS (\$ _____).

Deduct Alternate #9 – Contractor Voluntary provided deduct alternate:

Description:

_____ DOLLARS (\$ _____).

July 2025

Project Number: 2025-25
OSAGE CITY LIBRARY ADDITION RENOVATION

Deduct Alternate #10 – Contractor Voluntary provided **deduct** alternate:

Description:

_____ DOLLARS (\$_____).

Deduct Alternate #11 – Contractor Voluntary provided **deduct** alternate:

Description:

_____ DOLLARS (\$_____).

ADDENDA:

Bidder acknowledges receipt of following addenda:

Addendum No. One Dated 8-4-25

Addendum No. Two Dated 8-15-25

Addendum No. Three Dated 8-21-25

Addendum No. Four Dated 8-29-25

Addendum No. Five Dated 9-2-25

PROJECT COMPLETION:

Contract Period – Contract begins when the General Contractor receives a signed contract from the Owner and General Contractor has provided a schedule of values, any required bonds and insurance certificates. Time extensions on the basis of weather will be considered. General Contractor shall write number of weeks required to complete the project below:

Contract "Substantial Completion" number of weeks of work to complete project: 32 weeks

"Substantial Completion" is defined as the date in which the Owner in the opinion of the architect can use the building for its intended purpose.

SUBCONTRACTOR LIST:

Bidder hereby certifies that the following subcontractors will be used in performance of Work:

NOTE: Failure to list subcontractors for each category of work identified on this form or listing more than one subcontractor for any category of work without designating the portion of work performed by each may be grounds for rejection of bid. List name, city, and state of designated subcontractor, for each category of work listed in Bid for Lump Sum Contract. If work within a category will be performed by more than one subcontractor, Bidder shall provide name, city, and state of each subcontractor and specify exact portion of work to be performed by each. If Bidder intends to perform any designated subcontract work by using Bidder's own employees, then Bidder shall list their own name, city, and state.

Contractor's Project Manager:

Scott Murray

Contractor's Superintendent:

Kenny Blindt

Subcontractor (list City and State):

Conroy Concrete Construction ^{Topeka}

Subcontractor (list City and State):

Schmidtlein Excavating Topeka

Subcontractor (list City and State):

Roland Contracting Blue Springs MO

Subcontractor (list City and State):

Straight Cut - Osage City

Subcontractor (list City and State):

Samco Mech. Topeka KS

Subcontractor (list City and State):

Elcor Services Elect. Hillsboro

Subcontractor (list City and State):

Hi Tech gyp. Manhattan KS

Subcontractor (list City and State):

JB Turner Roofing Topeka KS

Subcontractor (list City and State):

Hall Flooring Topeka KS (Base only)

Subcontractor (list City and State):

Country Carpet iP Alternate 3 Accepted (Maple Hill)

Subcontractor (list City and State):

Covenant Glass Topeka KS

Subcontractor (list City and State):

AB Painting Topeka KS

Subcontractor (list City and State):

Subcontractor (list City and State):

BIDDER'S ACKNOWLEDGMENTS:

- a. Bidder declares that he has had an opportunity to examine the site of the work and he has examined Contract Documents therefore; that he has carefully prepared his bid upon the basis thereof; that he has carefully examined and checked bid, materials, equipment and labor required there under, cost thereof, and his figures therefore. Bidder hereby states that amount, or amounts, set forth in bid is, or are, correct and that no mistake or error has occurred in bid or in Bidder's computations upon which this bid is based. Bidder agrees that he will make no claim for reformation, modifications, revisions or correction of bid after scheduled closing time for receipt of bids.
- b. Bidder agrees that bid shall not be withdrawn for a period of ninety (90) days after scheduled closing time for receipt of bids.
- c. Bidder understands that the Owner reserves the right to reject any or all bids and to waive any informalities in bidding.

BIDDER'S CERTIFICATE:

Bidder hereby certifies:

- a. His bid is genuine and is not made in interest of or on behalf of any undisclosed person, firm or corporation, and is not submitted in conformity with any agreement or rules of any group, association or corporation.
- b. He has not directly or indirectly induced or solicited any other bidder to put in a false or sham bid.
- c. He has not solicited or induced any person, firm or corporation to refrain from bidding.
- d. He has not sought by collusion or otherwise to obtain for himself any advantage over any other Bidder or over Owner.
- e. He will not discriminate against any employee or applicant for employment because of race, color, religion, sex or national origin in connection with performance of work.

July 2025

Project Number: 2025-25
OSAGE CITY LIBRARY ADDITION RENOVATION

BIDDER'S SIGNATURE:

Note: All signatures shall be original; not copies, photocopies, stamped, etc.

Authorized Signature 	Date September 5, 2025
Printed Name Scott Murray	Title Vice President
Company Name Murray & Sons Construction Co., Inc.	
Mailing Address 3641 S. W. Plass Avenue	
City, State, Zip Iopeka, Kansas 66611	
Phone No. 785-267-1961	Federal Employer ID No. 48-0973452
Fax No.	E-Mail Address scott@murrayand sonsconstruction.com
Circle one: Individual Partnership Corporation Joint Venture	
If a corporation, incorporated under the laws of the State of: Kansas	
Licensed to do business in the State of Kansas? <u>XX</u> Yes _No	

(Each Bidder shall complete the bid form by manually signing on the proper signature line above and supplying required information called for in connection with the signature. Information is necessary for proper preparation of the Contract, Performance Bond and Payment Bond. Each Bidder shall supply information called for in accompanying "Supplementary Instructions to Bidders.")

(Affix Corporate Seal Here)

July 2025

Project Number: 2025-25
OSAGE CITY LIBRARY ADDITION RENOVATION

DECLARATION

The undersigned hereby declares that he has examined the Contract Documents, has visited the Site, and submits this Proposal in compliance therewith. The undersigned understands that his competence and responsibility and that of his subcontractors, time of completion, as well as any other factors of interest to the Owner may be a consideration in making the award. The Owner reserves the right to reject any or all proposals, to accept or reject alternate proposals and unit prices, and to waive technicalities concerning the proposals received as it may be in their best interest to do so.

Company Name	Address
Murray & Sons Construction Co., Inc.,	3641 SW Plass Avenue, Topeka, Kansas 66611

Telephone and Email Address 785-267-1961 scott@murrayandsonsconstruction.com

BY: 

TITLE: Scott Murray, Vice President

STANDARD AIA GENERAL CONDITIONS DRAFT BASED ON AIA A201-2017

AVAILABLE ON REQUEST

END OF BID FORM 00 41 13

Document A310™ – 2010

Conforms with The American Institute of Architects AIA Document 310

Bid Bond

CONTRACTOR:

(Name, legal status and address)

Murray & Sons Construction Co
3641 SW Plass Avenue
Topeka, KS 66611

SURETY:

(Name, legal status and principal place of business)

RLI Insurance Company
9025 N. Lindbergh Drive
Peoria, IL 61615
Mailing Address for Notices

This document has important legal consequences. Consultation with an attorney is encouraged with respect to its completion or modification.

Any singular reference to Contractor, Surety, Owner or other party shall be considered plural where applicable.

OWNER:

(Name, legal status and address)

The City of Osage, Kansas
201 South 5th Street
Osage City, KS 66523

BOND AMOUNT: 5% Five Percent of Amount Bid

PROJECT:

(Name, location or address, and Project number, if any)

Osage City Library Addition Renovation, 515 Main Street, Osage City KS 66523, Project No. 2025-25, CDBG Project #24-PF-015, Osage City, Kansas 66523

The Contractor and Surety are bound to the Owner in the amount set forth above, for the payment of which the Contractor and Surety bind themselves, their heirs, executors, administrators, successors and assigns, jointly and severally, as provided herein. The conditions of this Bond are such that if the Owner accepts the bid of the Contractor within the time specified in the bid documents, or within such time period as may be agreed to by the Owner and Contractor, and the Contractor either (1) enters into a contract with the Owner in accordance with the terms of such bid, and gives such bond or bonds as may be specified in the bidding or Contract Documents, with a surety admitted in the jurisdiction of the Project and otherwise acceptable to the Owner, for the faithful performance of such Contract and for the prompt payment of labor and material furnished in the prosecution thereof; or (2) pays to the Owner the difference, not to exceed the amount of this Bond, between the amount specified in said bid and such larger amount for which the Owner may in good faith contract with another party to perform the work covered by said bid, then this obligation shall be null and void, otherwise to remain in full force and effect. The Surety hereby waives any notice of an agreement between the Owner and Contractor to extend the time in which the Owner may accept the bid. Waiver of notice by the Surety shall not apply to any extension exceeding sixty (60) days in the aggregate beyond the time for acceptance of bids specified in the bid documents, and the Owner and Contractor shall obtain the Surety's consent for an extension beyond sixty (60) days.

If this Bond is issued in connection with a subcontractor's bid to a Contractor, the term Contractor in this Bond shall be deemed to be Subcontractor and the term Owner shall be deemed to be Contractor.

When this Bond has been furnished to comply with a statutory or other legal requirement in the location of the Project, any provision in this Bond conflicting with said statutory or legal requirement shall be deemed deleted herefrom and provisions conforming to such statutory or other legal requirement shall be deemed incorporated herein. When so furnished, the intent is that this Bond shall be construed as a statutory bond and not as a common law bond.

Signed and sealed this 5th day of September, 2025.



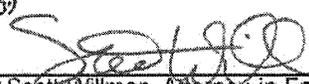
(Witness) Grant Simmons

Murray & Sons Construction Co
(Principal) _____ (Seal)

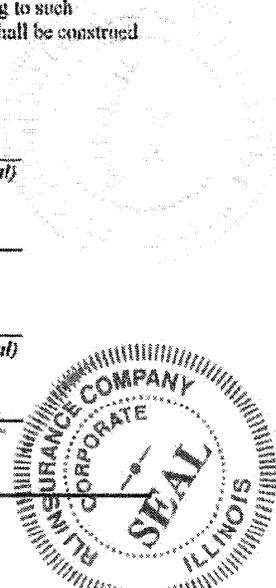
By: 

(Title) Mike Gibson President

RLI Insurance Company
(Surety) _____ (Seal)

By: 

(Title) Scott Willman, Attorney-in-Fact



POWER OF ATTORNEY

RLI Insurance Company Contractors Bonding and Insurance Company

9025 N. Lindbergh Dr. Peoria, IL 61615
Phone: 800-645-2402

Know All Men by These Presents:

That this Power of Attorney is not valid or in effect unless attached to the bond which it authorizes executed, but may be detached by the approving officer if desired.

That **RLI Insurance Company** and/or **Contractors Bonding and Insurance Company**, each an Illinois corporation, (separately and together, the "Company") do hereby make, constitute and appoint:

H. Grantland Rice III, Sharon E. Griffith, Gregg A. Tatum, Robert C. Johnson Jr., Barbara E. Henry, jointly or severally

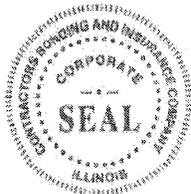
in the City of Overland Park, State of Kansas, its true and lawful Agent(s) and Attorney(s) in Fact, with full power and authority hereby conferred, to sign, execute, acknowledge and deliver for and on its behalf as Surety, in general, any and all bonds and undertakings in an amount not to exceed Twenty Five Million Dollars (\$25,000,000.00) for any single obligation.

The acknowledgment and execution of such bond by the said Attorney in Fact shall be as binding upon the Company as if such bond had been executed and acknowledged by the regularly elected officers of the Company.

RLI Insurance Company and/or **Contractors Bonding and Insurance Company**, as applicable, have each further certified that the following is a true and exact copy of a Resolution adopted by the Board of Directors of each such corporation, and is now in force, to-wit:

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

IN WITNESS WHEREOF, the **RLI Insurance Company** and/or **Contractors Bonding and Insurance Company**, as applicable, have caused these presents to be executed by its respective Sr. Vice President with its corporate seal affixed this 13th day of February, 2024.



**RLI Insurance Company
Contractors Bonding and Insurance Company**

By: Eric Raudins
Eric Raudins Sr. Vice President

State of Illinois }
County of Peoria } SS

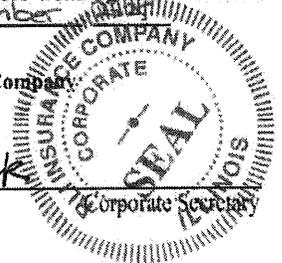
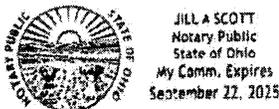
CERTIFICATE

On this 13th day of February, 2024, before me, a Notary Public, personally appeared Eric Raudins, who being by me duly sworn, acknowledged that he signed the above Power of Attorney as the aforesaid officer of the **RLI Insurance Company** and/or **Contractors Bonding and Insurance Company** and acknowledged said instrument to be the voluntary act and deed of said corporation.

I, the undersigned officer of **RLI Insurance Company** and/or **Contractors Bonding and Insurance Company**, do hereby certify that the attached Power of Attorney is in full force and effect and is irrevocable; and furthermore, that the Resolution of the Company as set forth in the Power of Attorney, is now in force. In testimony whereof, I have hereunto set my hand and the seal of the **RLI Insurance Company** and/or **Contractors Bonding and Insurance Company** this 5th day of September.

By: Jill A. Scott
Jill A. Scott Notary Public

**RLI Insurance Company
Contractors Bonding and Insurance Company**
By: Jeffrey D. Dick
Jeffrey D. Dick Corporate Secretary



**CONTRACTOR'S CERTIFICATION CONCERNING
LABOR STANDARDS AND PREVAILING WAGE REQUIREMENTS**

CONTRACTOR'S CERTIFICATION CONCERNING
LABOR STANDARDS AND PREVAILING WAGE REQUIREMENTS

TO (Appropriate Recipient): City of Osage City, Kansas	DATE September 5, 2025
C/O	PROJECT NUMBER (if any) CBDG #24-PF-015
	PROJECT NAME Osage City Library Addition Remodel

1. The undersigned, having executed a contract with City of Osage City, KS for the construction of the above identified project, acknowledges that:
- (a) The Labor Standards provisions are included in the aforesaid contract;
 - (b) Prevailing wage requirements are followed, including paying the higher of the Federal or State wage rate by labor classification.
 - (c) Correction of any infractions of the aforesaid conditions, including infractions by any of his subcontractors and any lower tier subcontractors, is his responsibility.

2. He certifies that:
- (a) Neither he nor any firm, partnership or association in which he has substantial interest is designated as an ineligible contractor by the Comptroller of the United States pursuant to Section 5.6(b) of the Regulations of the Secretary of Labor., Part 5 (29 CFR, Part 5) or pursuant to Section 3(a) of the Davis-Bacon Act, as amended (40 U.S. C. 276a-2(a)).
 - (b) No part of the aforementioned contract has been or will be subcontracted to any subcontractor if such subcontractor or any firm, corporation, partnership or association in which such subcontractor has a substantial interest is designed as an ineligible contractor pursuant to any of the aforementioned regulatory or statutory provisions.

3. He agrees to obtain and forward to the aforementioned recipient within ten days after the execution of any subcontract, including those executed by his subcontractors and any lower tier subcontractors, a Subcontractor's Certification Concerning Labor Standards and Prevailing Wage Requirements executed by the subcontractors.

4. He certifies that:
- (a) The legal name and business address of the undersigned are:
Murray & Sons Construction Co., Inc.
3641 S. W. Plass Avenue
Topeka, KS 66611

(b) The undersigned is (Circle One):

(1) A SINGLE PROPRIETORSHIP	(3) A CORPORATION ORGANIZED IN THE STATE OF: <u>Kansas</u>
(2) A PARTNERSHIP	(4) OTHER ORGANIZATION: (Describe)

(c) The name, title and address of the owner, partners, or officers of the undersigned are:

NAME	TITLE	ADDRESS
<u>Mike Gibson</u>	<u>President</u>	<u>Topeka, KS</u>
<u>Scott Murray</u>	<u>Vice President</u>	<u>Topeka, KS</u>
<u>Debbie Gibson</u>	<u>Secretary/Treasurer</u>	<u>Topeka, KS</u>

(d) The names and addresses of all other persons, both natural and corporate, having a substantial interest in the undersigned, and the nature of the interest are (if none, so state) None

NAME	ADDRESS	NATURE OF INTENT

(e) The names, addresses and trade classifications of all other building construction contractors in which undersigned ha a substantial interest (if none, so state): None

NAME	ADDRESS	TRADE CLASSIFICATION

Date 9-5-25

Murray & Sons Construction Co., Inc.
(Contractor)

By: 
Scott Murray, Vice President

WARNING

U.S. Criminal Code, Section 1010, Title 18, U.S. C., provides in part: "Whoever makes, passes, utters, or publishes any statement knowing the same to be false..... shall be fined not more than \$5,000 or imprisoned not more than two years, or both."

**Certification Regarding Government-Wide
Restriction on Lobbying
(For Contracts Over \$100,000)**

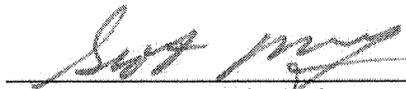
The undersigned certifies, to the best of his or her knowledge and belief, that:

1. No Federal appropriated funds have been paid or will be paid, by or on behalf of the undersigned, to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with the awarding of any Federal contract, the making of any Federal grant, the making of any Federal loan, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any Federal contract, grant, loan, or cooperative agreement.
2. If any funds other than Federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with this Federal contract, grant, loan, or cooperative agreement, the undersigned shall complete and submit Standard Form-LLL, "Disclosure Form to Report Lobbying," in accordance with its instructions.
3. The undersigned shall require that the language of this certification be included in the award documents for all subawards at all tiers (including subcontracts, subgrants, and contracts under grants, loans, cooperative agreements) over \$100,000, and that all subrecipients shall certify and disclose accordingly.

This certification is a material representation of fact upon which reliance was placed when this transaction was made or entered into. Submission of this certification is a prerequisite for making or entering into this transaction imposed by Section 1352, Title 31, U.S. Code. Any person who fails to file the required certification shall be subject to a civil penalty of not less than \$10,000 and not more than \$100,000 for each such failure.

September 5, 2025

Date



Principal

Scott Murray, Vice President

CERTIFICATION OF BIDDER REGARDING EQUAL EMPLOYMENT OPPORTUNITY

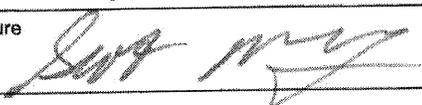
CERTIFICATION OF BIDDER REGARDING EQUAL EMPLOYMENT OPPORTUNITY	
Instructions	
<p>This certification is required pursuant to Executive Order 11246 (30 F.R. 12319-25). The Implementing rules and regulations provide that any bidder or prospective contractor, or any of their proposed subcontractors, shall state as an initial part of the bid or negotiations of the contract whether it has participated in any previous contract or subcontract subject to the equal opportunity clause, and if so, whether it has filed all compliance reports due under applicable instructions.</p> <p>Where the certification indicates that the bidder has not filed a compliance report due under applicable instructions, such bidder shall be required to submit a compliance report within seven calendar days after bid opening. No contract shall be awarded unless such report is submitted.</p> <p>For contracts over \$10,000, the Contractor agrees that it does not and will not maintain or provide for its employees any segregated facilities at any of its establishments, and that it does not and will not permit its employees to perform their services at any location under its control where segregated facilities are maintained. "Segregated facilities," as used in this clause, means any waiting rooms, work areas, rest rooms and wash rooms, restaurants and other eating areas, time clocks, locker rooms and other storage or dressing areas, parking lots, drinking fountains, recreation or entertainment areas, transportation, and housing facilities provided for employees, that are segregated by explicit directive or are in fact segregated on the basis of race, color, religion, sex, or national origin because of written or oral policies or employee custom. The term does not include separate or single-user rest rooms or necessary dressing or sleeping areas provided to assure privacy between the sexes. The Contractor agrees that a breach of this clause is a violation of the Equal Opportunity clause in this contract. The Contractor shall include this clause in every subcontract and purchase order that is subject to the Equal Opportunity clause of this contract.</p>	
Certification by Bidder	
<p>Name and Address of Bidder (include zip code) Murray & Sons Construction Co., Inc. 3641 S. W. Plass Avenue Topeka, KS 66611</p>	
1. Bidder has participated in a previous contract or subcontract subject to the Equal Opportunity Clause.	<input checked="" type="radio"/> Yes <input type="radio"/> No
2. Compliance reports were required to be filled in connection with such contract or subcontract.	<input checked="" type="radio"/> Yes <input type="radio"/> No
3. Bidder has filed all compliance reports due under applicable instructions, including Monthly Employment Utilization Report (257)	<input checked="" type="radio"/> Yes <input type="radio"/> No <input type="radio"/> None Required
4. Have you ever been or are you being considered for sanction due to violation of Executive Order 11246, as amended?	<input type="radio"/> Yes <input checked="" type="radio"/> No
5. Bidder certifies that it does not and will not maintain or provide for its employees any segregated facilities at any of its establishments, and that it does not and will not permit its employees to perform their services at any location under its control where segregated facilities are maintained.	
<p>Name and Title of Signer (please type or print) Scott Murray, Vice President</p>	
<p>Signature </p>	<p>Date September 5, 2025</p>

EXHIBIT 1

SECTION 3 CLAUSE

All Section 3 covered contracts shall include the following clause (referred to as the Section 3 Clause):

- A. The work to be performed under this contract is subject to the requirements of Section 3 of the Housing and Urban Development Act of 1968, as amended, 12 U.S.C. 1701u (Section 3), contributes to the establishment of stronger, more sustainable communities by ensuring that employment and other economic opportunities generated by Federal financial assistance for housing and community development programs are, to the greatest extent feasible, directed toward low- and very low-income persons, particularly those who receive Federal financial assistance for housing and those residing in communities where the financial assistance is expended.
- B. The parties to this contract agree to comply with HUD's regulations in 24 CFR part 75, which implement Section 3. As evidenced by their execution of this contract, the parties to this contract certify that they are under no contractual or other impediment that would prevent them from complying with the 24 CFR Part 75 regulations.
- C. The contractor agrees to send to each labor organization or representative or workers with which the contractor has a collective bargaining agreement or other understanding, if any, a notice advising the labor organization or workers' representative of the contractor's commitments under this Section 3 clause and will post copies of the notice in conspicuous places at the work site where both employees and applicants for training and employment positions can see the notice. The notice shall describe the Section 3 preference, shall set forth minimum number and job titles subject to hire, availability of apprenticeship and training positions, the qualifications for each; and the name and location of the person(s) taking applications for each of the positions; and the anticipated date the work shall begin.
- D. The Contractor agrees to include this Section 3 clause in every subcontract subject to compliance with regulations in 24 CFR Part 75, and agrees to take appropriate action, as provided in an applicable provision of the subcontract or in this Section 3 clause, upon a finding that the subcontractor is in violation of the regulations in 24 CFR Part 75. The Contractor will not subcontract with any subcontractor where the contractor has notice or knowledge that the subcontractor has been found in violation of the regulations in 24 CFR Part 75.
- E. The Contractor will certify that any vacant employment positions, including training positions, that are filled (1) after the Contractor is selected but before the contract is executed, and (2) with persons other than those to whom the regulations of 24 CFR Part 75 require employment opportunities to be directed, were not filled to circumvent the contractor's obligations under 24 CFR Part 75.
- F. Noncompliance with HUD's regulations in 24 CFR Part 75 may result in sanctions, termination of this Contract for default, and debarment or suspension from future HUD assisted contracts.

EXHIBIT 2

ACKNOWLEDGE AND UNDERSTAND CONTRACTOR'S SECTION 3 REQUIREMENTS

- The Prime Contractor must submit a Section 3 Plan to the recipient outlining Section 3 hiring and employment opportunities.
- The Prime Contractor must notify all subcontractors of their responsibilities under Section 3.
- The Prime Contractor must provide an existing workforce breakdown of all current employees and identify those Section 3 workers that were hired within the last five years.
- The Prime Contractor must provide an estimated breakdown of potential hires for the awarded project and timeline of anticipated hiring.
- The Prime Contractor must refrain from contracting with subcontractors as to whom they have received notice or have knowledge that the subcontractors have been found in violation of the regulations in 24 CFR Part 75.
- Maintain records that document a good faith effort to utilize Section 3 workers and Targeted Section 3 workers as trainees and employees. (Required of both contractor and subcontractor.) and any other qualitative efforts to comply with Section 3.

Recordkeeping requirements for recipients are found at 24 CFR 75.31. The contractor is required to maintain documentation to demonstrate compliance with the regulations and is responsible for requiring their subcontractors to maintain or provide any documentation that will assist recipients in demonstrating compliance, including documentation that shows hours worked by Section 3 workers and Targeted Section 3 workers.

SIGNATURE: _____

Scott Murray, Vice President

DATE: September 5, 2025

EXHIBIT 3

CONTRACTOR SECTION 3 PLAN

Murray & Sons Construction Co., Inc. (Contractor) agrees to implement affirmative steps to comply with the Section 3 requirements set forth at 24 CFR Part 75 directed at increasing the utilization of lower income residents and businesses within the City or County of Osage.

- A. To implement Section 3 requirements by seeking the assistance of local officials in determining the exact boundaries of the applicable project area.
- B. To attempt to recruit from within the City/County the necessary number of low- and very low-income residents through local advertising media, signs placed at the proposed site for the project, community organizations, and public or private institutions operating within or serving the project area.
- C. To maintain a list of all low- and very low-income residents who have applied either on their own or on referral from any source, and to employ such persons, if otherwise eligible and if a vacancy exists.
- D. To insert the Section 3 clause in all bid documents, and to require all bidders to submit a Section 3 affirmative action plan including utilization goals and the specific steps planned to accomplish these goals.
- E. To formally contact unions, subcontractors, and trade associations to secure their cooperation for this program.
- F. To maintain records, including copies of correspondence, memoranda, etc., which document that all the above affirmative action steps have been taken.
- G. To appoint or recruit an executive official of the company or agency as Equal Opportunity Officer to coordinate the implementation of this Section 3 plan.
- H. To list all the workforce for this project by job title.
- I. To list all projected workforce needs for this project by job classification and time frame for potential hire.

As officers and representatives of (Bidder) Murray & Sons Construction Co., Inc. we, the undersigned, have read and fully agree to the above and become a party to the full implementation of this program.

SIGNATURE: 

DATE: September 5, 2025

TITLE: Scott Murray, Vice President

EXHIBIT 4

CERTIFICATION OF BIDDER REGARDING SECTION 3 AND SEGREGATED FACILITIES

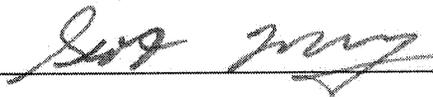
Name of Proposed Contractor: Murray & Sons Construction Co., Inc.

Project Name & Number: CBDG #24-PF-015 Osage City Library Addition Remodel

The undersigned hereby certifies that:

- a. Section 3 provisions are included in the Contract.
- b. A written Section 3 plan was prepared and submitted as part of the bid proceedings
- c. No segregated facilities will be maintained.

Signer Name (Print): Scott Murray Title: Vice President

SIGNATURE:  DATE: September 5, 2025

CITY OF OSAGE CITY

REQUEST FOR CITY COUNCIL ACTION

DATE
09/9/2025

TIME
7:00 P.M.

AGENDA SECTION NO: III	ORIGINATING DEPARTMENT: Administration	APPROVED FOR AGENDA:
ITEM NO. 4	BY: Katie Hodge, City Manager	BY: KH

ITEM:

Loan Forgiveness Request for Phase 1 of the Sanitary Sewer Project

BACKGROUND:

Brett Waggoner, Governmental Assistance Services (GAS), will be bringing an affidavit for the Mayor to sign that will allow GAS to apply for loan forgiveness on behalf of the City of Osage City. Brett will be bringing the information with him Tuesday night for the council to review.

FISCAL NOTE:

STAFF RECOMMENDATION:

COUNCIL ACTION:

Approve Governmental Assistance Services to apply on behalf of the City of Osage City for loan forgiveness

MOTION:

CITY OF OSAGE CITY

REQUEST FOR CITY COUNCIL ACTION

DATE
09/9/2025

TIME
7:00 P.M.

AGENDA SECTION NO: III	ORIGINATING DEPARTMENT: Equipment Reserve Fund	APPROVED FOR AGENDA:
ITEM NO. 5	BY: Sadie Boos, City Treasurer	BY: Katie Hodge

ITEM:

Review Municipal Lease Purchase Bid for a 2024 John Deere 60 P-Tier Compact Excavator.

BACKGROUND:

The purchase of a compact excavator was approved during the 2025 CIP and Equipment Reserve Work Session. I sent bid requests to the following lending institutions, First National Bank, First National Bank, and Flint Hills Bank of Osage City. Bids were due Friday, September 5, 2025, by 11:00 a.m.

FISCAL NOTE:

Purchase price of the compact excavator is \$90,632.00 paid out of the Equipment Reserve Fund.

We received one bid from First National Bank for a lending term of 3 years, interest rate of 5.9%, with an annual lease payment totaling \$33,896.64.

After reviewing the Equipment Reserve Fund, we have the option to make this purchase using cash instead of a lease purchase agreement. \$30,892.00 is reserved for the excavator payments in 2025 & 2026 totaling \$61,784.00. \$205,000.00 is reserved for the replacement of a truck for the following departments: Street, Parks & Recreation, and WA/GAS/SEW. The total spent on all three trucks is \$163,627.00, leaving \$41,373.00.

COUNCIL ACTION:

1. Accept Municipal Lease Purchase Bid from First National Bank
2. Reject the Municipal Lease Purchase Bid from First National Bank and pay for the excavator using cash from the Equipment Reserve Fund.

STAFF RECOMMENDATION:

To reject the Municipal Lease Purchase Bid from First National Bank and approve using cash from the Equipment Reserve fund.

MOTION:

I move to reject the Municipal Lease Purchase Bid from First National Bank and use cash from the Equipment Reserve fund not to exceed \$90,632.00.

Municipal Lease Purchase Bid on a 2024 John Deere 60 P-Tier Compact Excavator
September 5, 2025, 11:00 A.M.

Bank Name	Interest Bid	Notes
First National Bank	5.9%	only bid received

Present:

Sadie Boos, Treasurer

Amy Woodward, City Clerk



**Burlington
Osage City
Waverly**

600 North Fourth
PO BOX 228
Burlington, KS 66839-0228
Phone: (620) 364-8472
Fax: (620) 364-8475

18 Main
PO BOX 275
Osage City, KS 66523-0275
Phone: (785) 528-3133
Fax: (785) 528-3160

305 Pearson Ave
PO BOX 398
Waverly, KS 66871-0398
Phone: (785) 733-2564
Fax: (785) 733-Bank

www.fnbofks.bank

August 28, 2025

RE: Tax Exempt Municipal Lease Proposal

Dear Sir or Madam:

First National Bank of Kansas is pleased to propose the Tax Exempt Municipal Lease transaction as outlined below. This transaction is a Tax Exempt Municipal Lease agreement for the purpose of acquiring 2024 John Deere 60 P-Tier compact Excavator (**With** warranty). This Transaction is subject to formal review and approval by both the Lessor and Lessee.

LESSEE:	City of Osage City
LESSOR:	First National Bank of Kansas
EQUIPMENT:	2024 John Deere 60 P-Tier Compact excavator Vin #1FF060PAVPJ001202 (With warranty)
EQUIPMENT COST:	\$90,632.00
DOWN PAYMENT	0.00
AMOUNT FINANCED:	<u> \$90,632.00 </u>
FUNDING DATE	September 23,2025
TERM:	3 YEARS
Rate:	5.9%
ANNUAL LEASE PAYMENTS:	\$33,896.64



**Burlington
Osage City
Waverly**

600 North Fourth
PO BOX 228
Burlington, KS 66839-0228
Phone: (620) 364-8472
Fax: (620) 364-8475

18 Main
PO BOX 275
Osage City, KS 66523-0275
Phone: (785) 528-3133
Fax: (785) 528-3160

305 Pearson Ave
PO BOX 398
Waverly, KS 66871-0398
Phone: (785) 733-2564
Fax: (785) 733-Bank

www.fnbofks.bank

BALLOON PAYMENT: \$0.00

PRICING: The payments outlined above are locked, provided this proposal is accepted by the Lessee and the transaction closed/funds prior to September 23 2025. After these days, the final payments shall be adjusted commensurately with market rates in effect at the time of funding and shall be fixed for the entire lease term.

DOCUMENTATION: Lessor shall provide all of the documentation necessary to close the transaction. This documentation shall be governed by the laws of the State of Kansas.

TITLE / INSURANCE: Lessee shall retain title to the equipment during the lease term. Lessor Shall be granted a perfected security interest in the equipment and the Lessee shall keep the equipment free from any/all liens or encumbrances during the term. Lessee shall provide adequate loss and liability insurance coverage, naming Lessor as additional insured and loss-payee.

TAX STATUS: This transaction must be designated as Tax-Exempt Municipal Lease

FINANCIALS: Lessee shall provide 2 years of Audited financials.

First National Bank of Kansas appreciates the opportunity to finance the proposed municipal lease. Acceptance of this proposal is required prior to credit underwriting by First National Bank of Kansas. Upon acceptance of this proposal, please scan and e-mail to my attention.

Sincerely,

Paul Quaney
pquaney@fnbofks.bank

ACCEPTANCE

I hereby accept the proposal as outlined above and intend to close this financing with First National Bank of Kansas, subject to final approval.

ACCEPTED: _____ DATE: _____

NAME: _____ TITLE: _____

PHONE: _____



Proud Past • Brilliant Future

Sadie Boos
sboos@osagecity.com
201 S 5th St
P.O. Box 250
Osage City, KS 66523
785-528-3714 phone
785-528-3022 fax

August 28, 2025

Paul Quaney
First National Bank of Kansas
18 Main St
PO Box 275
Osage City, KS 66523

Re: Municipal Lease Purchase Bid on a 2024 John Deere 60 P-Tier Compact Excavator

Dear Quaney,

The City of Osage City is soliciting Osage City lending institution bids on a 2024 John Deere 60 P-Tier Compact Excavator. The City of Osage City is requesting \$90,632.00. The total purchase price is \$91,832.00 for the compact excavator, less \$1,200.00 demo unit discount. The \$90,632.00 is requested on a three-year annual payout with a municipal lease purchase agreement.

Please submit bids detailing annual payment amount, interest rate, and any additional terms required. The city can pay principal plus interest, or amortized payments for the three-year term. The payment source is the City Council approved annual Equipment Fund. Enclosed is the John Deere Quote Summary with the serial number and equipment description.

Please submit your sealed municipal lease purchase bid by 11:00 a.m. on Friday September 5, 2025, to City Clerk Amy Woodward. Submitted bids will be reviewed by City Council at 7:00 p.m. on September 9th. Thank you for your consideration and assistance on behalf of the City of Osage City. Please feel free to contact me with any questions.

Sincerely,

A handwritten signature in black ink that reads "Sadie Boos". The signature is written in a cursive, flowing style.

Sadie Boos
City Treasurer



Proud Past • Brilliant Future

Sadie Boos
sboos@osagecity.com
201 S 5th St
P.O. Box 250
Osage City, KS 66523
785-528-3714 phone
785-528-3022 fax

August 28, 2025

Rick Bryan
Flint Hills Bank of Osage City
913 Market St
PO Box 243
Osage City, KS 66523

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August 28, 2025

Debbie Bailey
Landmark National Bank
102 S 6th St
Osage City, KS 66523

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Sadie Boos
City Treasurer

CITY OF OSAGE CITY

REQUEST FOR CITY COUNCIL ACTION

DATE
09/09/2025

TIME
7:00 P.M.

AGENDA SECTION NO: III	ORIGINATING DEPARTMENT: Administration	APPROVED FOR AGENDA:
ITEM NO. 6	BY: Katie Hodge, City Manager	BY: KH

ITEM:

Resolution No. 1141—updating the comprehensive fee schedule

BACKGROUND:

Due to changes in the Kansas Department of Revenue's process for annual Cereal Malt Beverage (CMB) application renewals, businesses will now submit their state fee payments directly to the State of Kansas rather than through the City Clerk's office.

As a result, the City will adjust its CMB licensing fees accordingly. Resolution No. 1141 updates the comprehensive fee schedule to reflect the following changes:

Fee Description	Current	NEW
CMB On-Premise w/stamp fee	\$ 100.00	\$ 75.00
CMB Off-Premise w/ stamp fee	\$ 75.00	\$ 50.00

FISCAL NOTE:

No Impact

STAFF RECOMMENDATION:

Approve Resolution No. 1141

COUNCIL ACTION:

1. Approve Resolution No.1141
2. Table for a later discussion

MOTION:

I move to approve Resolution No. 1141 amending the comprehensive fee schedule to establish Cereal Malt Beverage license fees at \$75.00 for On-Premise licenses and \$50.00 for Off-Premise licenses

RESOLUTION NO. 1141

A RESOLUTION ESTABLISHING VARIOUS FEES FOR SERVICES IN THE COMPREHENSIVE FEE SCHEDULE OF THE CITY OF OSAGE CITY, KANSAS.

WHEREAS, the City of Osage City, Kansas, provides many specific services for the Citizens of Osage City; and

WHEREAS, specific individuals benefit from said services and;

WHEREAS, it is appropriate public policy to require specific individuals benefiting from specific services to pay all or a portion of the cost of such services; and

WHEREAS, Osage City Code Section provides that the City Council shall determine by resolutions all license fees, permit fees, and other related fees or charges established by the ordinances of the City;

SO NOW, THEREFORE BE IT RESOLVED by the Governing Body of the City of Osage City, Kansas;

Section 1. That the following fee charges by the City of Osage City are hereby amended as follows and shall be incorporated in the City's Comprehensive Fee Schedule.

To be effective: September 1, 2025

CMB On-Premise & Off-Premise Fees

CMB On-Premise Fee	\$75.00
CMB Off-Premise	\$50.00

Section 2. That this Resolution shall be in full force and effect from and after its adoption.

ADOPTED by the City Council and approved by the Mayor this _____ day of _____, 2025.

CITY OF OSAGE CITY, KANSAS

By: _____
Brian Stromgren, Mayor

ATTEST:

Amy Woodward, City Clerk