

**RESOLUTION NO. R-26-14**

**A RESOLUTION AUTHORIZING THE CITY MANAGER TO EXECUTE A TIME AND MATERIALS CONTRACT WITH INFRASTRUCTURE SOLUTIONS, LLC, IN THE TOTAL AMOUNT NOT TO EXCEED \$200,000.00 FOR ON-CALL EMERGENCY WATER SYSTEM REPAIRS, PROJECT WP2690.**

**WHEREAS**, staff issued a Request for Proposals seeking assistance with on-call emergency water system repairs; and

**WHEREAS**, a total of three (3) responses were received and staff selected Infrastructure Solutions, LLC, to begin contract negotiations.

**NOW, THEREFORE, BE IT RESOLVED BY THE COUNCIL OF THE CITY OF GLADSTONE, MISSOURI, AS FOLLOWS:**


**THAT**, the City Manager of the City of Gladstone, Missouri, is hereby authorized to execute a time and materials contract with Infrastructure Solutions, LLC, for work as outlined in the contract for a total amount not to exceed \$200,000.00.

**FURTHER, THAT**, funds for such purpose are authorized from the Combined Waterworks and Sewerage System Funds.

**INTRODUCED, READ, PASSED, AND ADOPTED BY THE COUNCIL OF THE CITY OF GLADSTONE, MISSOURI, THIS 9TH DAY OF MARCH 2026.**

  
\_\_\_\_\_  
Mayor Les Smith

ATTEST:

  
\_\_\_\_\_  
Kris Keller, Deputy City Clerk



## *Request for Council Action*

RES  # R-26-14

BILL  # City Clerk Only

ORD  # City Clerk Only

Date: 3/4/2026

Department: Public Works

Meeting Date Requested: 3/9/2026

Public Hearing: Yes  Date: [Click here to enter a date.](#)

**Subject:** Contract Award, On-Call Emergency Water System Repairs, Project WP2690

**Background:** Public Works is currently experiencing multiple vacancies, which has required staff to evaluate service delivery methods and identify operational efficiencies. Recruiting and retaining qualified and dependable staff has become increasingly difficult, which has further highlighted the need for alternative approaches to maintain critical services. To improve emergency response capabilities, staff issued a Request for Proposals (RFP) seeking contractors to provide on-call support for emergency water system repairs including restoration. Historically, the City has contacted contractors on an as-needed basis, typically utilizing firms already under contract. This informal approach can create challenges in securing timely assistance during emergencies. Three (3) proposals were received, and staff selected Infrastructure Solutions, LLC to begin contract negotiations.

Under the proposed model, the contractor will provide scheduled on-call coverage every other weekend from 7:00 a.m. Saturday to 7:00 a.m. Monday, as well as on an as-needed basis during holidays, specifically for emergency water system repairs. Furthermore, the contractor will be available for non-emergency repairs when requested by the City such as valve and hydrant maintenance and concrete restoration such as curbs, sidewalks, and driveways within a specified timeframe. City staff will continue to serve on-call for all other Public Works-related issues. This structured approach formalizes emergency response procedures, improves contractor availability, and reduces the burden on existing crews who continue to meet operational demands with limited staffing. Services will be billed on a time and materials basis. Staff plans to evaluate adding a second contractor in the future to strengthen coverage and redundancy.

**Budget Discussion:** Funds are budgeted in the amount of \$200,000 in the CWSS Fund. Ongoing costs are estimated to be \$200,000 annually.

**Public/Board/Staff Input:** Staff recommends that the City of Gladstone execute a Time and Materials Contract with Infrastructure Solutions, LLC, in an amount not to exceed \$200,000. The initial term of the contract will be one (1) year with up to two (2) additional mutually agreeable one (1) year renewals.

**Provide Original Contracts, Leases, Agreements, etc. to:** City Clerk and Vendor.

Timothy A. Nebergall  
Department Director/Administrator

JA  
City Attorney

BB  
City Manager

R-26-14

**CITY OF GLADSTONE  
EMERGENCY ON-CALL SERVICES CONTRACT**

THIS AGREEMENT, made and entered into this 26<sup>th</sup> day of March, 20  , (the "Effective Date") by ~~INFRASTRUCTURE SOLUTIONS~~ (hereinafter "Contractor") and the City of Gladstone, Missouri (hereinafter "City").

**WHEREAS**, the City desires to engage the Contractor to provide the services under the terms and conditions of the contract attached hereto and incorporated herein.

**NOW, THEREFORE**, in consideration of the compensation to be paid to the Contractor and of the mutual agreement herein contained, the parties to these presents have agreed and hereby agree, the City for itself and its successors, and the Contractor for itself, himself, or themselves, or its, his or their successors and assigns, or its, his or their executors and administrators, as follows:

**SECTION 1. Term of Agreement.** The initial term of the contract shall be one (1) year with up to two additional mutually agreeable one (1) year renewals.

**SECTION 2. Scope of Services.** The Contractor shall provide the services described in Exhibit A. The Contractor will hire, train, supervise, direct the work of, and discharge all personnel engaged by them to perform the Project Services. The Contractor is solely responsible for payment of wages, salaries, fringe benefits and other compensation of, or claimed by, the Contractor's personnel in the performance of the Project Services, including, without limitation, contributions to any employee benefit plans and all payroll taxes.

**SECTION 3. Payment.** The City shall pay the Contractor a time and materials fee as described in Exhibit A. Invoices shall be submitted monthly.

**SECTION 4. Prevailing Wages.** The Contractor shall comply with all laws regarding the payment of prevailing wages to employees of the Contractor or subcontractor, if applicable. Contractor shall indemnify the City for any damage resulting to the City from failure of either the Contractor or any subcontractor to pay prevailing wages pursuant to applicable laws.

**SECTION 5. Construction Safety Training.**

- A. The Contractor shall provide a ten (10) hour Occupational Safety and Health Administration (OSHA) construction safety program for all employees who will be on-site at the project. The construction safety program shall include a course in construction safety and health that is approved by OSHA or a similar program approved by the Missouri Department of Labor and Industrial Relations that is at least as stringent as an approved OSHA program as required by Section 292.675, RSMo.
- B. If any on-site employees have not previously completed a construction safety program, Contractor shall require those on-site employees to complete a construction safety program within sixty (60) days after the date work on the project commences.
- C. The Contractor acknowledges and agrees that any of Contractor's employees found on the project site without documentation of the successful completion of a construction safety program shall be required to produce such documentation within twenty (20) days or will be subject to removal from the project.
- D. The Contractor shall require all of its subcontractors to comply with the requirements of this Section and Section 292.675, RSMo.

**SECTION 6. Notice of Penalty Provisions**

- A. Pursuant to Section 292.675, RSMo, Contractor shall forfeit to City as a penalty two thousand five hundred dollars (\$2,500), plus one hundred dollars (\$100) for each on-site employee employed by Contractor or its

subcontractor, for each calendar day, or portion thereof, such on-site employee is employed without the construction safety training required in Section 5 above.

- B. The penalty described in Subsection A of this Section shall not begin to accrue until the time periods described in Sections 5B and 5C above have elapsed.
- C. Violations of Section 5 above and imposition of the penalty described in this Section shall be investigated and determined by the Missouri Department of Labor and Industrial Relations.

**SECTION 7. Unauthorized Aliens.** Pursuant to 285.530(1), RSMo., by its sworn affidavit in substantially the form attached hereto as Exhibit B and incorporated herein, Contractor hereby affirms its enrollment and participation in a federal work authorization program with respect to the employees working in connection with the contracted services. Furthermore, Contractor affirms that it does not knowingly employ any person who is an unauthorized alien in connection with the contracted services.

**SECTION 8. Insurance Requirements.**

- A. General Provisions. Contractor shall file (by the Effective Date) with the City evidence of liability insurance that is consistent with the amounts set forth below, and shall maintain such insurance until this contract is terminated.
- B. Limits and Coverage.
  - 1. Professional Liability Insurance: Professional Liability insurance in an amount not less than \$2,000,000 Combined Single Limit, if applicable.
  - 2. Commercial General Liability Insurance: \$4,000,000 CSL for bodily injury and property damage per occurrence or sovereign immunity limits.
    - a. The following endorsements shall attach to the policy:
      - (i) The policy shall cover personal injury as well as bodily injury.
      - (ii) The policy shall cover blanket contractual liability subject to the standard universal exclusions of contractual liability included in the carrier's standard endorsement as to bodily injuries, personal injuries and property damage.
      - (iii) Broad form property damage liability shall be afforded.
      - (iv) The City shall be listed as an additional insured.
- C. Workers' Compensation Insurance: The Contractor shall obtain and maintain Workers' Compensation Insurance for a limit of \$500,000 for all of their respective employees, and in case any work is sublet, the Contractor shall require any subcontractors to provide Workers' Compensation insurance for all subcontractors' employees, in compliance with Missouri law. The Contractor hereby indemnifies the City for any damage resulting to it from failure of either the Contractor or any contractor or subcontractor to obtain and maintain such insurance.
- D. Commercial Automobile Liability Insurance: Contractor shall obtain and keep in force commercial automobile liability insurance with a \$4,000,000 CSL covering scheduled automobiles. The insurance will be written on a Commercial Business Auto form, or an acceptable equivalent, and will protect against claims arising out of the operation of motor vehicles, as to acts done in connection with this Agreement, by the Contractor or subcontractor. The minimum limits for commercial automobile liability insurance may be satisfied by maintaining excess/umbrella liability coverage in an amount sufficient to meet the minimum limits.

## **SECTION 9. Labor and Materials Payment Bond**

- A. Labor and Materials Payment Bond. Prior to commencement of field work, Contractor shall furnish a labor and materials payment bond in a form acceptable to the City Attorney, in an amount equal to \$200,000, conditioned upon the payment for all labor and materials suppliers. Copies of certifications of such bond shall be delivered to the City prior to the commencement of construction.

## **SECTION 10. General Conditions**

- A. Compliance with Laws and Safety Regulations. Contractor shall comply with all federal, state, and local laws, ordinances, and regulations applicable to the Project Services. Contractor shall secure all licenses, permits, etc. from public and private sources necessary for the fulfillment of its obligations under this Agreement. In the performance of the Project Services, Contractor shall comply with the applicable provisions of the Federal Occupational Safety and Health Act, as well as any other pertinent federal, state and/or local safety or environmental laws or regulations.

Contractor shall obtain and maintain an occupational or business license with the City, if required by city code and any required state or federal license. The cost for this occupational license shall be borne by the Contractor.

- B. Contractor's responsibility for subcontractors. The Contractor shall be as fully responsible to the City for the acts and omissions of its subcontractors, and of persons either directly or indirectly employed by them, as Contractor is for the acts and omissions of persons it directly employs. Contractor shall cause appropriate provisions to be inserted in all subcontracts relating to this work, to bind all subcontractors to Contractor by all the terms herein set forth, and insofar as applicable to the work of subcontractors and to give Contractor the same power regarding termination of any subcontract as the City may exercise over Contractor under any provisions of this contract. Nothing contained in this contract shall create any contractual relation between the subcontractor and the City or between any subcontractors.
- C. General Independent Contractor Clause. This agreement does not create an employee/employer relationship between the parties. It is the parties' intention that the Contractor will be an independent contractor and not the City's employee for all purposes, including, but not limited to, the application of the Fair Labor Standards Act minimum wage and overtime payments, Federal Insurance Contribution Act, the Social Security Act, the Federal Unemployment Tax Act, the provisions of the Internal Revenue Code, Missouri Revenue and Taxation laws, Missouri Workers' Compensation and Unemployment Insurance laws.
- D. Liquidated Damages. N.A.
- E. Termination. The City shall have the right at anytime by written notice to Contractor to terminate and cancel this contract, without cause, for the convenience of the City, and Contractor shall immediately stop work. In such event City shall not be liable to Contractor except for payment for actual work performed prior to such notice in an amount proportionate to the completed contract price and for the actual costs of preparations made by Contractor for the performance of the cancelled portions of the contract, including a reasonable allowance of profit applicable to the actual work performed and such preparations. Anticipatory profits and consequential damages shall not be recoverable by Contractor.

The City reserves the right to terminate this contract by giving at least five (5) days prior written notice to the Contractor, without prejudice to any other rights or remedies of the City should the Contractor be adjudged a bankrupt, or if Contractor should make a general assignment for the benefit of its creditors, or if a receiver should be appointed for Contractor or for any of its property, or if Contractor should persistently or repeatedly refuse or fail to supply enough properly skilled workmen or proper material, or if Contractor should refuse or fail to make prompt payment to any person supplying labor or materials for the work under

the contract, or persistently disregard instructions of the City or fail to observe or perform any provisions of the contract.

F. City's Right to Proceed. In the event this contract is terminated pursuant to Paragraph E above, then the City may take over the work and prosecute the same to completion, by contract or otherwise, and Contractor and its sureties shall be liable to the City for any costs over the amount of this contract thereby occasioned by the City. In any such case, the City may take possession of, and utilize in completing the work, such materials, appliances and structures as may be on the work site and are necessary for completion of the work. The foregoing provisions are in addition to, and not in limitation of, the rights of the City under any other provisions of the contract, city ordinances, and state and federal laws.

G. Liability.

1. In no event shall the City be liable to the Contractor for special, indirect, or consequential damages, except those caused by the City's gross negligence or willful or wanton misconduct arising out of or in any way connected with a breach of this contract. The maximum liability of the City shall be limited to the amount of money to be paid or received by the Contractor under this contract.
2. The Contractor shall defend, indemnify and save harmless the City, its elected or appointed officials, agents and employees from and against any and all liability, suits, damages, costs (including attorney fees), losses, outlays and expenses from claims in any manner caused by, or allegedly caused by, or arising out of, or connected with, this contract, or the work or any subcontract thereunder (the Contractor hereby assuming full responsibility for relations with subcontractors), including, but not limited to, claims for personal injuries, death, property damage, or for damages from the award of this contract to Contractor, notwithstanding any possible negligence, whether sole or concurrent, on the part of the City, its officials, agents and employees.
3. The Contractor shall indemnify and hold the City harmless from all wages or overtime compensation due any employees in rendering services pursuant to this agreement or any subcontract, including payment of reasonable attorneys' fees and costs in the defense of any claim made under the Fair Labor Standards Act, the Missouri Prevailing Wage Law or any other federal or state law.
4. The indemnification obligations of Contractor hereunder shall not be limited by any limitations as to the amount or type of damages, compensation or benefits payable by or for the Contractor, under any federal or state law, to any person asserting the claim against City, its elected or appointed officials, agents and employees, for which indemnification is sought.
5. The indemnification obligations herein shall not negate, abridge or reduce in any way any additional indemnification rights of the City, its elected or appointed officials, agents and employees, which are otherwise available under statute, or in law or equity.
6. Contractor affirms that it has had the opportunity to recover the costs of the liability insurance required in this agreement in its contract price. Contractor's obligation under this agreement to defend, indemnify, and hold harmless any person from that person's own negligence or wrongdoing is limited to the coverage and limits of the applicable insurance required of the Contractor under this agreement.

H. Conflict of Interest. In accepting this contract, Contractor certifies that no member or officer of its firm or corporation is an officer or employee of the City of Gladstone, Missouri, or any of its boards or agencies, and further that no officer or employee of the City has any financial interest, direct or indirect, in this contract. All applicable federal regulations and provisions of Section 105.450 et seq., RSMo., shall not be violated.

I. Assignment. The Contractor shall not assign any interest in this contract, and shall not transfer any interest in the same (whether by assignment or novation), without prior written consent of the City thereto, provided, however, that claims for money due or to become due to the Contractor from the City under this Contract

may be assigned to a bank, trust company, or other financial institution without such approval. Notice of such assignment or transfer shall be furnished in writing promptly to the City and the bond surety. Any such assignment is expressly subject to all rights and remedies of the City under this agreement, including the right to change or delete activities from the Contract or to terminate the same as provided herein, and no such assignment shall require the City to give any notice to any such assignee of any actions which the City may take under this agreement.

- J. Nondiscrimination. The Contractor agrees in the performance of this contract not to discriminate on the grounds or because of race, creed, color, national origin or ancestry, sex, religion, handicap, age, or political opinion or affiliation, against any employee of Contractor or applicant for employment and shall include a similar provision in all subcontracts let or awarded hereunder. Furthermore, by its sworn affidavit in substantially the form attached hereto as Exhibit C and incorporated herein, Contractor hereby affirms for the duration of this agreement to not engage in the boycott or discrimination of Israel as defined in Section 34.600, RSMo.
- K. Nonresident/Foreign Contractors. The Contractor shall procure and maintain during the life of this contract:
1. If the Contractor is a foreign corporation, a certificate of authority to transact business in the State of Missouri from the Secretary of State, unless exempt pursuant to the provisions of Section 351.570, RSMo.
  2. A certificate from the Missouri Director of Revenue evidencing compliance with the transient employer financial assurance law, unless exempt pursuant to the provisions of Section 285.230, RSMo.
- L. Notices. Any notice, approval or other communication between the City and the Contractor pursuant to this Agreement shall be made in writing and shall be deemed to be effective upon receipt or refusal of service and may be given by personal delivery, courier, reliable overnight delivery or deposit in the United States mail, postage prepaid, registered or certified, return receipt requested, to the address specified below or to such other address as may later be designated by written notice of the other party:

The City:                      City of Gladstone, Missouri  
   Attn: Tim Nebergall – Public Works Director  
   4000 NE 76<sup>th</sup> Street  
   Gladstone, MO 64119  
   Phone: 816-436-5442

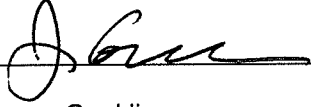
Contractor:                    Infrastructure Solutions, LLC  
   Attn: Jason Conklin  
   9801 Renner Blvd  
   Lenexa, KS 66219  
   Phone: 913-577-8217

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

- M. Entire Agreement. This agreement contains the entire agreement of the parties. No modification, amendment, or waiver of any of the provisions of this agreement shall be effective unless in writing, specifically referring hereto, and signed by both parties.
- N. Jurisdiction. This agreement and every question arising hereunder shall be construed or determined according to the laws of the State of Missouri. Should any part of this agreement be adjudicated, venue shall be proper only in the Circuit Court of Clay County, Missouri.

**IN WITNESS WHEREOF**, the Contractor and the City have executed this Agreement as of the Effective Date.

**INFRASTRUCTURE SOLUTIONS, LLC:**

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

Name: Jason Conklin

Title: President

**CITY OF GLADSTONE, MISSOURI:**

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

Name: Robert M. Baer

Title: City Manager

## EXHIBIT A

### Scope of Services & Compensation

#### 1. Purpose

The Contractor shall provide emergency on-call services for the City's water distribution system and shall furnish all labor, supervision, equipment, tools, traffic control, and incidentals necessary to investigate, repair, and restore service.

For purposes of this Agreement, Emergency Repair shall mean any water system failure or condition that may result in imminent danger to either public or private property and/or extensive disruption of water service.

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#### 2. On-Call Schedule and Staffing

The Contractor shall serve on-call on a rotating basis every two (2) weeks.

- On-call period: 7:00 AM Saturday through 7:00 AM Monday.
  - During each assigned on-call period, the Contractor shall maintain availability of one (1) fully equipped four (4) person crew for immediate dispatch.
  - The crew shall be experienced in water system repairs and shall include a designated OSHA-compliant competent person for trench safety.
  - Contractor shall remain available for dispatch at all times during the assigned period and shall provide at least two emergency contact numbers for authorized supervisory personnel.
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#### 3. Response Time

- Contractor shall acknowledge calls within 15 minutes.
  - Contractor shall mobilize within 60 minutes of notification.
  - Contractor shall arrive on site within one and one-half (1.5) hours of initial notification unless otherwise approved by the City.
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#### 4. Scope of Work

The Contractor shall perform all work necessary to locate, isolate, repair, and restore emergency water system failures, including:

- Site assessment and coordination with utility locating services;
  - Traffic control in accordance with MUTCD standards;
  - Saw cutting, excavation, trench safety, and dewatering as required;
  - Isolation of water mains in coordination with the City;
  - Removal and replacement of damaged pipe sections or appurtenances;
  - Installation of repair clamps, sleeves, fittings, valves, hydrants, or pipe sections as required;
  - Recharge and flush the water main;
  - Backfill and compaction.
- 

#### 5. General Contract Terms

##### 5.1 Description of Repairs

The type of emergency water system repair will vary by location and the nature of the failure:

- Small holes or localized imperfections may be repaired using a repair clamp.
- Split pipes, compromised large pipe segments, or previously repaired sections shall be repaired using a cutout, removing the damaged section and installing new pipe or fittings to ensure long-term integrity.

All repairs shall be performed in accordance with AWWA standards and the City's specifications.

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##### 5.2 Construction Site Cleanliness and Property Protection

- Construction sites shall be kept clean. Mud and debris tracked onto streets shall be promptly cleaned.
- Contractor shall implement measures as necessary to avoid damage to adjacent property, including driveways.

##### 5.3 Temporary and Final Restoration

- Temporary restoration shall consist of backfilling the excavation with rock in preparation for final

restoration.

- Final restoration shall be completed within 10 days when requested by the City. Minimum restoration standards:
  - Concrete: KCCMB 4k mix;
  - Street patches: poured back in contract with a minimum thickness of 8";
  - Sidewalks: poured back ADA-compliant with a minimum thickness of 4";
  - Grassed areas: a minimum of 6" of topsoil, seeded, and strawed.

Permanent restoration beyond these standards, if required, shall follow City specifications.

#### 5.4 Valve and Fire Hydrant Operations

- Operate all valves and hydrants slowly to avoid water hammer and system damage.
- If a valve is inoperable, document the condition, notify the City representative, and proceed to the next valve required to complete the shutdown.
- Upon completion of repairs, slowly recharge the water main and implement air removal procedures as necessary.
- The Contractor shall follow all applicable safety procedures and coordinate with the City representative during valve and hydrant operations.

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### 6. City Responsibilities

The City shall provide:

- One (1) qualified City employee to oversee the work and coordinate water system operations;
- Electronic system mapping and valve books;
- A stocked inventory of common pipe sizes, clamps, fittings, and related appurtenances for use by the Contractor at the City's shop located at 4000 NE 76th Street, Gladstone, MO. The Contractor will be granted access to the facility during assigned on-call periods. All Contractor employees accessing the site may be subject to a background check;
- Rock for backfill; and
- A designated dump site for construction debris at the same location.

The Contractor shall transport construction debris to the designated dump site.

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### 7. Documentation

Within forty-eight (48) hours of completing each repair, the Contractor shall provide a brief report including:

- Date and time of call and arrival;
- Description of repair and materials used;
- Crew size and hours worked; and
- Photographs of the repair.

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### 8. Payment

Payment shall be in accordance with the agreed contract rates for labor, equipment, and materials. The Contractor shall submit monthly invoices in a form acceptable to the City, accompanied by supporting documentation for work performed.

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### 9. Non-Emergency Assistance

The Contractor may be requested to assist the City with non-emergency water or sewer system work on an as-needed basis. Such work may include, but is not limited to:

- Fire hydrant maintenance or replacement;
- Water valve maintenance or replacement;
- Water meter pit maintenance or replacement;
- Sanitary sewer point repairs;
- Storm sewer point repairs;
- Concrete repair or replacement including curbs, gutters, sidewalks and full depth street repairs.

All non-emergency work shall be performed in coordination with the City representative and in accordance with applicable safety standards and City specifications. Scheduling, response times, and payment for non-emergency work shall be scheduled in a timely fashion and shall not exceed 21 calendar days.

EXHIBIT B

CITY OF GLADSTONE, MISSOURI  
WORK AUTHORIZATION AFFIDAVIT  
PURSUANT TO 285.530, RSMo  
(FOR ALL CONTRACTS IN EXCESS OF \$5,000.00)

STATE OF Kansas )  
~~MISSOURI~~ ) ss.  
COUNTY OF Johnson )

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

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

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

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

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

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

1. My name is Jason Conklin and I am currently the President of Infrastructure Solutions (hereinafter "Contractor"), whose business address is 9801 Renner Blvd., and I am authorized to make this Affidavit. Lenexa KS 66219

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

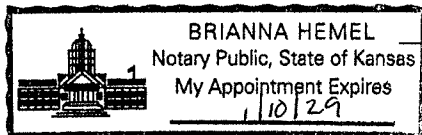
3. Contractor is enrolled in and participates in a federal work authorization program with respect to the employees working in connection with the [describe project] contracted between Contractor and the City of Gladstone, Missouri.

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

[Signature]  
Affiant

Jason Conklin  
Printed Name

Subscribed and sworn to before me this 23 day of March, 2020



[Signature]  
Notary Public

SEAL

EXHIBIT C

CITY OF GLADSTONE, MISSOURI  
ANTI-DISCRIMINATION AGAINST ISRAEL AFFIDAVIT  
PURSUANT TO 34.600, RSMo  
(FOR ALL CONTRACTS IN EXCESS OF \$100,000.00)

STATE OF ~~MISSOURI~~ <sup>Kansas</sup> )  
COUNTY OF Johnson ) ss.

Pursuant to RSMo 34.600, Company is not currently engaged in, and shall not, for the duration of this contract with the City of Gladstone, Missouri, engage in a "Boycott of the State of Israel" as defined in RSMo 34.600 in regards to:

- a. Goods or services from the State of Israel;
- b. Companies doing business in, or with, the State of Israel;
- c. Companies authorized by, licensed by, or organized under the laws of the State of Israel; or,
- d. Persons or entities doing business in the State of Israel.

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

1. My name is Jason Conklin and I am currently the President of Infrastructure Solutions (hereinafter "Contractor"), whose business address is 9801 Renner Blvd, and I am authorized to make this Affidavit. Lenexa KS 66219

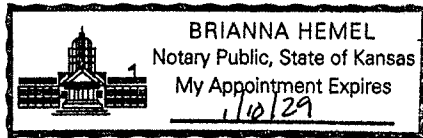
2. I am of sound mind and capable of making this Affidavit and am personally acquainted with the facts stated herein.

3. Contractor is enrolled in and participates in a federal work authorization program with respect to the employees working in connection with the [describe project] contracted between Contractor and the City of Gladstone, Missouri.

[Signature]  
Affiant

Jason Conklin  
Printed Name

Subscribed and sworn to before me this 23 day of March, 2020.



[Signature]  
Notary Public

SEAL

Bond No. 3322891

# Document A312™ – 2010

Conforms with The American Institute of Architects AIA Document 312

## Payment Bond

**CONTRACTOR:**

*(Name, legal status and address)*

Infrastructure Solutions, LLC  
9801 Renner Blvd.  
Lenexa, KS 66219

**SURETY:**

*(Name, legal status and principal place of business)*

The Cincinnati Insurance Company  
P.O. Box 145496  
Cincinnati, OH 45250-5496

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)*

City of Gladstone, Missouri  
4000 NE 76th Street  
Gladstone, MO 64119

**CONSTRUCTION CONTRACT**

Date:

Amount: \$ 200,000.00 Two Hundred Thousand Dollars and 00/100

Description:

*(Name and location)* Gladstone On-Call Repair, Gladstone, MO; Contract Term: March 30th, 2026 to March 29, 2027

**BOND**

Date:

*(Not earlier than Construction Contract Date)*

Amount: \$ 200,000.00 Two Hundred Thousand Dollars and 00/100

Modifications to this Bond:  None  See Section 18

**CONTRACTOR AS PRINCIPAL**

Company: *(Corporate Seal)*

Infrastructure Solutions, LLC

Signature: 

Name and Title:

**SURETY**

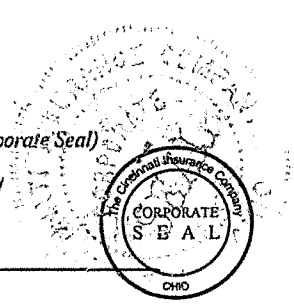
Company: *(Corporate Seal)*

The Cincinnati Insurance Company

Signature: 

Name and Title: Tahitia M. Fry  
Attorney-in-Fact

Surety Phone No. 513-870-2000



*(Any additional signatures appear on the last page of this Payment Bond.)*

*(FOR INFORMATION ONLY — Name, address and telephone)*

**AGENT or BROKER:**

Founders Series of Lockton Companies, LLC  
444 W. 47th Street, Suite 900  
Kansas City, MO 64112-1906  
816-960-9000

**OWNER'S REPRESENTATIVE:**

*(Architect, Engineer or other party:)*

§ 1 The Contractor and Surety, jointly and severally, bind themselves, their heirs, executors, administrators, successors and assigns to the Owner to pay for labor, materials and equipment furnished for use in the performance of the Construction Contract, which is incorporated herein by reference, subject to the following terms.

§ 2 If the Contractor promptly makes payment of all sums due to Claimants, and defends, indemnifies and holds harmless the Owner from claims, demands, liens or suits by any person or entity seeking payment for labor, materials or equipment furnished for use in the performance of the Construction Contract, then the Surety and the Contractor shall have no obligation under this Bond.

§ 3 If there is no Owner Default under the Construction Contract, the Surety's obligation to the Owner under this Bond shall arise after the Owner has promptly notified the Contractor and the Surety (at the address described in Section 13) of claims, demands, liens or suits against the Owner or the Owner's property by any person or entity seeking payment for labor, materials or equipment furnished for use in the performance of the Construction Contract and tendered defense of such claims, demands, liens or suits to the Contractor and the Surety.

§ 4 When the Owner has satisfied the conditions in Section 3, the Surety shall promptly and at the Surety's expense defend, indemnify and hold harmless the Owner against a duly tendered claim, demand, lien or suit.

§ 5 The Surety's obligations to a Claimant under this Bond shall arise after the following:

§ 5.1 Claimants, who do not have a direct contract with the Contractor,

- .1 have furnished a written notice of non-payment to the Contractor, stating with substantial accuracy the amount claimed and the name of the party to whom the materials were, or equipment was, furnished or supplied or for whom the labor was done or performed, within ninety (90) days after having last performed labor or last furnished materials or equipment included in the Claim; and
- .2 have sent a Claim to the Surety (at the address described in Section 13).

§ 5.2 Claimants, who are employed by or have a direct contract with the Contractor, have sent a Claim to the Surety (at the address described in Section 13).

§ 6 If a notice of non-payment required by Section 5.1.1 is given by the Owner to the Contractor, that is sufficient to satisfy a Claimant's obligation to furnish a written notice of non-payment under Section 5.1.1.

§ 7 When a Claimant has satisfied the conditions of Sections 5.1 or 5.2, whichever is applicable, the Surety shall promptly and at the Surety's expense take the following actions:

§ 7.1 Send an answer to the Claimant, with a copy to the Owner, within sixty (60) days after receipt of the Claim, stating the amounts that are undisputed and the basis for challenging any amounts that are disputed; and

§ 7.2 Pay or arrange for payment of any undisputed amounts.

§ 7.3 The Surety's failure to discharge its obligations under Section 7.1 or Section 7.2 shall not be deemed to constitute a waiver of defenses the Surety or Contractor may have or acquire as to a Claim, except as to undisputed amounts for which the Surety and Claimant have reached agreement. If, however, the Surety fails to discharge its obligations under Section 7.1 or Section 7.2, the Surety shall indemnify the Claimant for the reasonable attorney's fees the Claimant incurs thereafter to recover any sums found to be due and owing to the Claimant.

§ 8 The Surety's total obligation shall not exceed the amount of this Bond, plus the amount of reasonable attorney's fees provided under Section 7.3, and the amount of this Bond shall be credited for any payments made in good faith by the Surety.

§ 9 Amounts owed by the Owner to the Contractor under the Construction Contract shall be used for the performance of the Construction Contract and to satisfy claims, if any, under any construction performance bond. By the Contractor furnishing and the Owner accepting this Bond, they agree that all funds earned by the Contractor in the performance of the Construction Contract are dedicated to satisfy obligations of the Contractor and Surety under this Bond, subject to the Owner's priority to use the funds for the completion of the work.

§ 10 The Surety shall not be liable to the Owner, Claimants or others for obligations of the Contractor that are unrelated to the Construction Contract. The Owner shall not be liable for the payment of any costs or expenses of any Claimant under this Bond, and shall have under this Bond no obligation to make payments to, or give notice on behalf of, Claimants or otherwise have any obligations to Claimants under this Bond.

§ 11 The Surety hereby waives notice of any change, including changes of time, to the Construction Contract or to related subcontracts, purchase orders and other obligations.

§ 12 No suit or action shall be commenced by a Claimant under this Bond other than in a court of competent jurisdiction in the state in which the project that is the subject of the Construction Contract is located or after the expiration of one year from the date (1) on which the Claimant sent a Claim to the Surety pursuant to Section 5.1.2 or 5.2, or (2) on which the last labor or service was performed by anyone or the last materials or equipment were furnished by anyone under the Construction Contract, whichever of (1) or (2) first occurs. If the provisions of this Paragraph are void or prohibited by law, the minimum period of limitation available to sureties as a defense in the jurisdiction of the suit shall be applicable.

§ 13 Notice and Claims to the Surety, the Owner or the Contractor shall be mailed or delivered to the address shown on the page on which their signature appears. Actual receipt of notice or Claims, however accomplished, shall be sufficient compliance as of the date received.

§ 14 When this Bond has been furnished to comply with a statutory or other legal requirement in the location where the construction was to be performed, 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.

§ 15 Upon request by any person or entity appearing to be a potential beneficiary of this Bond, the Contractor and Owner shall promptly furnish a copy of this Bond or shall permit a copy to be made.

#### § 16 Definitions

§ 16.1 Claim. A written statement by the Claimant including at a minimum:

- .1 the name of the Claimant;
- .2 the name of the person for whom the labor was done, or materials or equipment furnished;
- .3 a copy of the agreement or purchase order pursuant to which labor, materials or equipment was furnished for use in the performance of the Construction Contract;
- .4 a brief description of the labor, materials or equipment furnished;
- .5 the date on which the Claimant last performed labor or last furnished materials or equipment for use in the performance of the Construction Contract;
- .6 the total amount earned by the Claimant for labor, materials or equipment furnished as of the date of the Claim;
- .7 the total amount of previous payments received by the Claimant; and
- .8 the total amount due and unpaid to the Claimant for labor, materials or equipment furnished as of the date of the Claim.

§ 16.2 Claimant. An individual or entity having a direct contract with the Contractor or with a subcontractor of the Contractor to furnish labor, materials or equipment for use in the performance of the Construction Contract. The term Claimant also includes any individual or entity that has rightfully asserted a claim under an applicable mechanic's lien or similar statute against the real property upon which the Project is located. The intent of this Bond shall be to include without limitation in the terms "labor, materials or equipment" that part of water, gas, power, light, heat, oil, gasoline, telephone service or rental equipment used in the Construction Contract, architectural and engineering services required for performance of the work of the Contractor and the Contractor's subcontractors, and all other items for which a mechanic's lien may be asserted in the jurisdiction where the labor, materials or equipment were furnished.

§ 16.3 Construction Contract. The agreement between the Owner and Contractor identified on the cover page, including all Contract Documents and all changes made to the agreement and the Contract Documents.

§ 16.4 **Owner Default.** Failure of the Owner, which has not been remedied or waived, to pay the Contractor as required under the Construction Contract or to perform and complete or comply with the other material terms of the Construction Contract.

§ 16.5 **Contract Documents.** All the documents that comprise the agreement between the Owner and Contractor.

§ 17 If this Bond is issued for an agreement between a Contractor and subcontractor, the term Contractor in this Bond shall be deemed to be Subcontractor and the term Owner shall be deemed to be Contractor.

§ 18 Modifications to this bond are as follows:

*(Space is provided below for additional signatures of added parties, other than those appearing on the cover page.)*

**CONTRACTOR AS PRINCIPAL**

Company: \_\_\_\_\_ *(Corporate Seal)*

**SURETY**

Company: \_\_\_\_\_ *(Corporate Seal)*

Signature: \_\_\_\_\_  
Name and Title:  
Address

Signature: \_\_\_\_\_  
Name and Title:  
Address

THE CINCINNATI INSURANCE COMPANY  
THE CINCINNATI CASUALTY COMPANY

Fairfield, Ohio

POWER OF ATTORNEY

KNOW ALL MEN BY THESE PRESENTS: That THE CINCINNATI INSURANCE COMPANY and THE CINCINNATI CASUALTY COMPANY, corporations organized under the laws of the State of Ohio, and having their principal offices in the City of Fairfield, Ohio (herein collectively called the "Companies"), do hereby constitute and appoint **Tahitia M. Fry** its true and legal Attorney-in-Fact to sign and deliver on behalf of the Companies as Surety, at any place within the United States, the following surety bond:

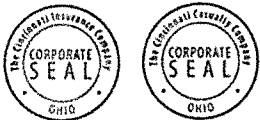
Surety Bond Number: 3322891  
Principal: Infrastructure Solutions, LLC  
Obligee: City of Gladstone, Missouri

This appointment is made under and by authority of the following resolutions adopted by the Boards of Directors of The Cincinnati Insurance Company and The Cincinnati Casualty Company, which resolutions are now in full force and effect, reading as follows:

RESOLVED, that the President or any Senior Vice President be hereby authorized, and empowered to appoint Attorneys-in-Fact of the Company to execute any and all bonds, policies, undertakings, or other like instruments on behalf of the Corporation, and may authorize any officer or any such Attorney-in-Fact to affix the corporate seal; and may with or without cause modify or revoke any such appointment or authority. Any such writings so executed by such Attorneys-in-Fact shall be binding upon the Company as if they had been duly executed and acknowledged by the regularly elected officers of the Company.

RESOLVED, that the signature of the President or any Senior Vice President and the seal of the Company may be affixed by facsimile on any power of attorney granted, and the signature of the Secretary or Assistant Vice-President and the Seal of the Company may be affixed by facsimile to any certificate of any such power and any such power of certificate bearing such facsimile signature and seal shall be valid and binding on the Company. Any such power so executed and sealed and certified by certificate so executed and sealed shall, with respect to any bond or undertaking to which it is attached, continue to be valid and binding on the Company.

IN WITNESS WHEREOF, the Companies have caused these presents to be sealed with their corporate seals, duly attested by their President or any Senior Vice President this 16th day of March, 2021.



STATE OF OHIO )SS:  
COUNTY OF BUTLER )

THE CINCINNATI INSURANCE COMPANY  
THE CINCINNATI CASUALTY COMPANY

*Stephen A. Ventre*

On this 16th day of March, 2021 before me came the above-named President or Senior Vice President of The Cincinnati Insurance Company and The Cincinnati Casualty Company, to me personally known to be the officer described herein, and acknowledged that the seals affixed to the preceding instrument are the corporate seals of said Companies and the corporate seals and the signature of the officer were duly affixed and subscribed to said instrument by the authority and direction of said corporations.

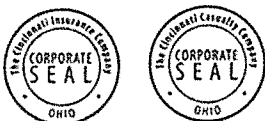


*Keith Collett*

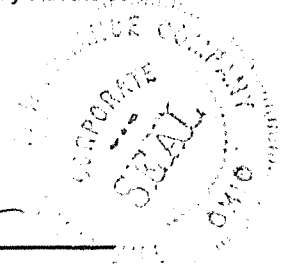
Keith Collett, Attorney at Law  
Notary Public – State of Ohio  
My commission has no expiration date.  
Section 147.03 O.R.C.

I, the undersigned Secretary or Assistant Vice-President of The Cincinnati Insurance Company and The Cincinnati Casualty Company, hereby certify that the above is the Original Power of Attorney issued by said Companies, and do hereby further certify that the said Power of Attorney is still in full force and effect.

Given under my hand and seal of said Companies at Fairfield, Ohio, this \_\_\_\_\_ day of \_\_\_\_\_



*Ed H.*





UNCOMMONLY INDEPENDENT

March 19, 2026

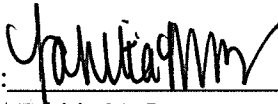
City of Gladstone, Missouri  
4000 NE 76<sup>th</sup> Street  
Gladstone, MO 64119

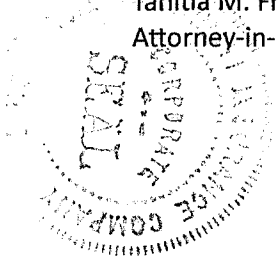
Re: Infrastructure Solutions, LLC  
Bond #3322891  
Contract Amount: \$200,000.00  
Gladstone ON-Call Repair, Gladstone, MO; Contract Term: March 30, 2026 to March 29, 2027

This letter will serve as your authority to date the Bonds and the Powers of Attorney on the above captioned project.

Very truly yours,

THE CINCINNATI INSURANCE COMPANY

By:   
\_\_\_\_\_  
Tahitia M. Fry  
Attorney-in-Fact



**LOCKTON COMPANIES**  
444 West 47th Street, Suite 900, Kansas City, MO 64112-1906

816.960.9000  
[lockton.com](http://lockton.com)