St. Charles Parks and Recreation Board
Tentative Agenda
July 15, 2026 ~ 6:00PM
Memorial Hall, American Legion Room ~ Blanchette Park

Notes: *Indicates Item Needing Formal Action
**Indicates a Closed Session Topic Known to be Scheduled
*** Indicates Roll Call Vote
Wording (hi-lited) Indicates Topic Added to Agenda

1. Call to Order

2. Roll Call: Joshua Allen, Tim Glosier, Brad Huesemann, Kathy Mudrovic, Larry Muench, Brian Scheidegger, Anna Shy, TJ Slattery, and Council Liaison Denise Mitchell

3. Pledge of Allegiance

4. Verbal Petitions/Public Comments and Response to Parks & Recreation Related Items:
   A.

5. Staff Reports/Presentations:
   A. Introduction of Brian Schaffer, Parks Superintendent

6. Items for Discussion and/or Action:

   A. Election of Parks and Recreation Board Officers*
      President
      Vice President
      Secretary
      Treasurer
   B. Adopt a Park and Council Buddy Assignments
   C. Contract with Bombshell Construction Services for construction of Phase 1 of the Legacy Farms Park Project in an amount not to exceed $4,151,514*
   D. Contract with American Ramp Company for the purchase and install of the bike pump track for Legacy Farms Park in an amount not to exceed $58,861.44*
   E. Contract with SCI Engineering, Inc. to provide Construction Testing and Observation Services during the Legacy Farms Park Parkin an amount not to exceed $47,940.00*
   F. Contract with CemSites for them to provide Oak Grove Cemetery with a Cemetery Management System in an amount not to exceed $34,000.00*

7. Minutes-
   A. Parks & Recreation Board Meeting Minutes June 17, 2026*

8. Consent Agenda (items to be received)
   A. Calendar
   B. Financial Worksheets and Projects Report
   C. Accounts Receivable Report
   D. Financial Transactions from $10,000 to $15,000 - None
   E. Oak Grove Cemetery Report

9. Items Removed from the Consent Agenda
   A.

10. President's Announcements and Reminders
    A.

11. Director's Report
    A. Thank You's and Comments (As Available)
    B. General Department Update

12. Board Member Announcements and Reminders

13. Council Liaison Announcements and Reminders

14. Park Board Liaisons' Comments
    A. Foundation Report
    B. Legislative Report- None

15. Closed Session (As Needed or Indicated)
    A. Legal actions, causes of action or litigation involving a public governmental body and any confidential or privileged communications between a public governmental body or its representatives and its attorneys. (RSMo 610.021.1)
    B. Leasing, purchase or sale of real estate where public knowledge of the transaction might adversely affect the legal consideration thereof. (RSMo 610.021.2)
    C. Hiring, firing, disciplining or promoting of particular employees when information relating to the performance or merit of individual employees is discussed or recorded. (RSMo 610.021.3)
    D. Individually identifiable personnel records, performance ratings or records pertaining to employees or applicants for employment. (RSMo 610.021.13)

16. Adjournment

The City of St. Charles offers all interested citizens the opportunity to attend public meetings and comment on public matters. If you wish to attend this public meeting and require an accommodation due to a disability, please contact the Office of The City Clerk to coordinate an accommodation at least two (2) business days in advance of the scheduled meeting at 636-949-3282 or 636-949-3289 (TTY – for the hearing impaired).

The City of St. Charles, Missouri, fully complies with Title VI of the Civil Rights Act of 1964 and related statutes and regulations in all programs and activities. For more information, or to obtain a Title VI Complaint Form, please call the City Clerk's Office at (636)949-3282 or visit City Hall located at 200 North Second Street, St. Charles, Missouri, 63301.

Posted by: _____ Date: _____ Time: _____

TO: CITY OF ST. CHARLES PARKS & RECREATION BOARD

FROM: LORI BADALAMENTI, PROJECT MANAGER, NAVIGATE BUILDING SOLUTIONS

SUBJECT: RECOMMENDATION OF CONTRACT AWARD FOR GENERAL CONTRACTOR FOR LEGACY FARMS PARK – PHASE 1

DATE: JULY 15, 2026

CC: MARALEE BRITTON, DIRECTOR OF PARKS & RECREATION
CHRIS ATKINSON, ASSISTANT DIRECTOR OF PARKS & RECREATION
KATIE AHOLT, NAVIGATE BUILDING SOLUTIONS
SCOTT RUNDE, SWT DESIGN

Solicitation

The bid package for the Legacy Farms Park Phase 1 construction work was published on June 3, 2026. The bid was advertised publicly and NAVIGATE directly contacted local General Contractors to generate interest in the project. A Pre-bid Meeting was held on Friday June 12, 2026 to share detailed information about the project scope and give the interested bidders an opportunity to review the current site conditions.

Bids were received and opened publicly on June 24, 2026. Bids were received from the following four General Contractors:

1. Bombshell Construction Services
2. Byrne and Jones Construction
3. Integra, Inc.
4. LCS, LLC

The base bid values ranged from $3,548,082 to $4,208,000.

Alternate #1 values for Certified Playground installation ranged from $158,711 to $184,799.

Evaluation

NAVIGATE, SWT Design and the Parks & Recreation Department held post-bid interviews with the three apparent low bidders on June 29 and June 30, 2026. The interviews were held to evaluate the completeness of scope included in each bid and the bidder's approach to and understanding of the project.

NAVIGATE, SWT Design and the Parks & Recreation Department found the most competitive and complete bid to be the apparent low bid, submitted by Bombshell Construction Services.

Recommendation

NAVIGATE recommends that the City of Saint Charles, by and through its Parks and Recreation Board, execute a contract with Bombshell Construction Services in the amount of $3,717,824. This includes Alternate #1 for Certified Playground installation. This amount is within the estimated construction costs included in the current Total Program Budget for the Legacy Farms Park Phase 1.

In addition to the recommended contract award, we also recommend a 10% contingency be authorized by the Board for application as needed to the Legacy Farms Park Phase 1 construction. This equates to a $433,690 contingency.

Request for Total Funding Amount Not to Exceed: $4,151,514

We recommend that an executed contract be issued to Bombshell Construction Services by July 16th, 2026.

Attachments:

- Bid Tabulation for the Legacy Farms Park Phase 1 project

City of St. Charles MO
Parks and Recreation
Legacy Farms Park
Phase 1

Bid Tabulation
06/24/2026 at 2pm

NAVIGATE BUILDING SOLUTIONS

Bidder:	Bombshell	LCS, LLC	Integra Inc.	Byrne & Jones
Bid Bond Included (5% of base bid)	yes	yes	yes	yes
Contractor Provided Native Seeding Stewardship – 1 Year	$ 10,349	$ 40,000	$ 25,000	$ 16,950
Remaining Scope of Work	$ 3,537,733	$ 3,792,953	$ 3,840,084	$ 4,191,050
Total Base Bid	**$ 3,548,082**	**$ 3,832,953**	**$ 3,865,084**	**$ 4,208,000**
Alternate 01 - LSI Certified Playground Install	$ 169,742	$ 158,711	$ 184,799	$ 169,000
Alternate 02 - Qulified Playground Install	$ 111,500	-	-	$ 131,000
Alternate 02 Qulifications Submitted?	no	-	-	yes
Addenda Received (1-4)	yes	yes	yes	yes
Project Total (Including Alternate #1)	**$ 3,717,824**	**$ 3,991,664**	**$ 4,049,883**	**$ 4,377,000**
Project Total (Including Alternate #2)	**$ 3,659,582**	**-**	**-**	**$ 4,339,000**

AIA® Document A101® – 2017

Standard Form of Agreement Between Owner and Contractor where the basis of payment is a Stipulated Sum

AGREEMENT made as of the 15th day of July in the year 2026
(In words, indicate day, month and year.)

BETWEEN the Owner:
(Name, legal status, address and other information)

The City of Saint Charles, Missouri, by and through its Parks and Recreation Board
1900 W Randolph St
St. Charles, MO 63301

and the Contractor:
(Name, legal status, address and other information)

Bombshell Construction Services
641 Viola Lane
Eureka, MO 63025

for the following Project:
Legacy Farms Park Phase One

The Architect:
SWT Design
7722 Big Bend Blvd
St. Louis, MO 63119

The Owner and Contractor agree as follows.

ADDITIONS AND DELETIONS:
The author of this document may have revised the text of the original AIA standard form. An *Additions and Deletions Report* that notes revisions to the standard form text is available from the author and should be reviewed. A vertical line in the left margin of this document indicates where the author has added to or deleted from the original AIA text.

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

The parties should complete A101®–2017, Exhibit A, Insurance and Bonds, contemporaneously with this Agreement. AIA Document A201®–2017, General Conditions of the Contract for Construction, is adopted in this document by reference. Do not use with other general conditions unless this document is modified.

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TABLE OF ARTICLES

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EXHIBIT A INSURANCE AND BONDS

The Owner's Representative for the Project shall be Navigate Building Solutions ("Navigate"). All communications between Contractor and Owner shall be through Navigate on behalf of Owner, subject to a weekly scheduled meeting between the Owner and Navigate. Navigate has the authority to take all actions on behalf of the Owner permitted by the Contract Documents, with the sole exception of agreeing to any Modifications to the Contract. Only the Owner's representatives, The St. Charles City Mayor or the Mayor's Designee, have the authority on behalf of the Owner to agree to any Change Order and/or to otherwise agree to authorize any Modifications, with it being understood and agreed that any Modifications to the Contract must be executed by The St. Charles City Mayor or the Mayor's Designee on behalf of the Owner in order to be effective.

ARTICLE 1 THE CONTRACT DOCUMENTS

The Contract Documents consist of this Agreement, Conditions of the Contract (General, Supplementary, and other Conditions), Drawings, Specifications, Addenda issued prior to execution of this Agreement, other documents listed in this Agreement, and Modifications issued after execution of this Agreement, all of which form the Contract, and are as fully a part of the Contract as if attached to this Agreement or repeated herein. The Contract represents the entire and integrated agreement between the parties hereto and supersedes prior negotiations, representations, or agreements, either written or oral. An enumeration of the Contract Documents, other than a Modification, appears in Article 9.

ARTICLE 2 THE WORK OF THIS CONTRACT

The Contractor shall fully execute the Work described in the Contract Documents, except as specifically indicated in the Contract Documents to be the responsibility of others.

ARTICLE 3 DATE OF COMMENCEMENT AND SUBSTANTIAL COMPLETION

§ 3.1 The date of commencement of the Work shall be:
(Check one of the following boxes.)

[ ] The date of this Agreement.

[X] A date set forth in a notice to proceed issued by the Owner.

[ ] Established as follows:
(Insert a date or a means to determine the date of commencement of the Work.)

« »

If a date of commencement of the Work is not selected, then the date of commencement shall be the date of this Agreement.

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§ 3.2 The Contract Time shall be measured from the date of commencement of the Work.

§ 3.3 Substantial Completion

§ 3.3.1 Subject to adjustments of the Contract Time as provided in the Contract Documents, the Contractor shall achieve Substantial Completion of all work related to new construction, associated sitework, site utilities, landscaping, and bid alternates\ identified as being included in the Base Bid by March 31, 2027. The Contract Time will not be adjusted for claims of adverse weather.

§ 3.3.2 Subject to adjustments of the Contract Time as provided in the Contract Documents, if portions of the Work are to be completed prior to Substantial Completion of the entire Work, the Contractor shall achieve Substantial Completion of such portions by the following dates:

Portion of Work	Substantial Completion Date

§ 3.3.3 If the Contractor fails to achieve Substantial Completion as provided in this Section 3.3, liquidated damages, if any, shall be assessed as set forth in Section 4.5.

ARTICLE 4 CONTRACT SUM

§ 4.1 The Owner shall pay the Contractor the Contract Sum in current funds for the Contractor's performance of the Contract. The Contract Sum shall be three million seven hundred seventeen eight hundred twenty four dollars ($ 3,717,824.00), subject to additions and deductions as provided in the Contract Documents.

§ 4.2 Alternates

§ 4.2.1 Alternates, if any, included in the Contract Sum:

Item	Price
Alternate #1: Playground equipment installation by a Landscape Structures Inc Factory Certified Installer.	$169,742.00

§ 4.2.2 Subject to the conditions noted below, the following alternates may be accepted by the Owner following execution of this Agreement. Upon acceptance, the Owner shall issue a Modification to this Agreement.

(Insert below each alternate and the conditions that must be met for the Owner to accept the alternate.)

Item	Price	Conditions for Acceptance

§ 4.3 Allowances, if any, included in the Contract Sum:

(Identify each allowance.)

Item	Price

§ 4.4 Unit prices, if any:

(Identify the item and state the unit price and quantity limitations, if any, to which the unit price will be applicable.)

Item	Units and Limitations	Price per Unit ($0.00)
Unit Price No. 1: Unsuitable soil removal and import, placement, and compaction of 1" minus crushed limestone material	CY	$75.00
Unit Price No. 2: Unsuitable soil removal and import, placement, and compaction of 1" clean rock	CY	$85.00
Unit Price No. 3: Suitable topsoil import and final grade	CY	$60.00
Unit Price No. 4: 1" clean rock import, placement, and compaction	CY	$67.50

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Unit Price No. 5: 1" minus import, placement, and compaction	CY	$46.00
Unit Price No. 6: Concrete sidewalk extension (4" concrete over 4" base per Civil Detail)	SF	$35.00
Unit Price No. 7: Asphalt trail extension (4" asphalt over 4" base per Civil Detail)	SY	$35.00
Unit Price No. 8: Heavy Duty Concrete (6" Thick non-reinforced concrete pavement over 4" base)	SF	$45.00
Unit Price No. 9: Artificial Turf Play Surfacing (installed over safety foam and compacted aggregate base per Landscape Details)	SF	$20.00
Unit Price No. 10: Playground 4" Concrete Header	LF	$45.00
Unit Price No. 11: 3" Caliper Canopy Tree Planting	EA	$520.00
Unit Price No. 12: 5# Shrub Planting	EA	$65.00
Unit Price No. 13: 1# Groundcover Planting	EA	$20.00
Unit Price No. 14: Low Profile Meadow Seeding	SF	$0.20
Unit Price No. 15: Wetland Meadow Seeding	SF	$0.20
Unit Price No. 16: Turfgrass Type 1 Seeding	SF	$0.15
Unit Price No. 17: Turfgrass Type 2 Seeding	SF	$0.15

§ 4.5 Liquidated damages, if any:
(Insert terms and conditions for liquidated damages, if any.)

Time is of the essence. If the Contractor fails to achieve Substantial Completion of the Contractor's Work within by March 31, 2027 (as such Contract Time may be adjusted by time extensions otherwise permitted by the Contract Documents), the Contractor shall pay, and the Owner will assess, Liquidated Damages in the amount of $2,500.00 per day for each calendar day until Substantial Completion of the Contractor's Work is achieved. The Owner may deduct any such Liquidated Damages from any amount due or payable to the Contractor.

Final Completion: In the event that the Contractor fails to timely complete all punch list items and all requirements necessary to achieve Final Completion of the Contractor's Work within 30 calendar days following Substantial Completion, Contractor shall be responsible to Owner for any actual damages that the Owner incurs due to such delay with regard to additional costs the Owner expends to its Architect and/or Owner's Representative . The Owner may deduct any such damages from amounts otherwise due the Contractor at Final Completion.

If the Contractor shall neglect, refuse, or fail to submit all of the project submittals within ninety (90) calendar days after Notice to Proceed, Contractor shall pay the Owner the stipulated sum of Five Hundred Dollars ($500.00) for each day beyond the submittal milestone.

§ 4.6 Other:
(Insert provisions for bonus or other incentives, if any, that might result in a change to the Contract Sum.)

« »

ARTICLE 5 PAYMENTS

§ 5.1 Progress Payments

§ 5.1.1 Based upon Applications for Payment submitted to the Architect by the Contractor and Certificates for Payment issued by the Architect, the Owner shall make progress payments on account of the Contract Sum to the Contractor as provided below and elsewhere in the Contract Documents.

§ 5.1.2 The period covered by each Application for Payment shall be one calendar month ending on the last day of the month, or as follows:

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« »

§ 5.1.3 Provided that an Application for Payment is received by the Architect not later than the first day of a month, the Owner shall make payment of the amount certified to the Contractor not later than the 30th day of the same month. If an Application for Payment is received by the Architect after the application date fixed above, payment of the amount certified shall be made by the Owner not later than thirty(30) days after the Architect receives the Application for Payment.
(Federal, state or local laws may require payment within a certain period of time.)

§ 5.1.4 Each Application for Payment shall be based on the most recent schedule of values submitted by the Contractor in accordance with the Contract Documents. The schedule of values shall allocate the entire Contract Sum among the various portions of the Work. The schedule of values shall be prepared in such form, and supported by such data to substantiate its accuracy, as the Architect may require. This schedule of values shall be used as a basis for reviewing the Contractor's Applications for Payment.

§ 5.1.5 Applications for Payment shall show the percentage of completion of each portion of the Work as of the end of the period covered by the Application for Payment.

§ 5.1.6 In accordance with AIA Document A201™–2017, General Conditions of the Contract for Construction, and subject to other provisions of the Contract Documents, the amount of each progress payment shall be computed as follows:

§ 5.1.6.1 The amount of each progress payment shall first include:

.1 That portion of the Contract Sum properly allocable to completed Work;

.2 That portion of the Contract Sum properly allocable to materials and equipment delivered and suitably stored at the site for subsequent incorporation in the completed construction, or, if approved in advance by the Owner, suitably stored off the site at a location agreed upon in writing; and supported by the following documentation:

a) proof of stored materials, photographs of the material clearly labeled as "Property of the City of St. Charles, MO";

b) certificate of insurance for facility where materials are stored, with indication of coverage for the stored materials;

c) copies of itemized invoices for the materials from the vendor/supplier

d) Bill of Sale;

.3 and that portion of Construction Change Directives that the Architect determines, in the Architect's professional judgment, to be reasonably justified.

§ 5.1.6.2 The amount of each progress payment shall then be reduced by:

.1 The aggregate of any amounts previously paid by the Owner;

.2 The amount, if any, for Work that remains uncorrected and for which the Architect has previously withheld a Certificate for Payment as provided in Article 9 of AIA Document A201–2017;

.3 Any amount for which the Contractor does not intend to pay a Subcontractor or material supplier, unless the Work has been performed by others the Contractor intends to pay;

.4 For Work performed or defects discovered since the last payment application, any amount for which the Architect may withhold payment, or nullify a Certificate of Payment in whole or in part, as provided in Article 9 of AIA Document A201–2017; and

.5 Retainage withheld pursuant to Section 5.1.7.

§ 5.1.7 Retainage

§ 5.1.7.1 For each progress payment made prior to Substantial Completion of the Work, the Owner may withhold the following amount, as retainage, from the payment otherwise due:
(Insert a percentage or amount to be withheld as retainage from each Application for Payment. The amount of retainage may be limited by governing law.)

5%
Retainage shall be invoiced and paid upon Substantial Completion of the Contractor's Work, less such amounts as are attributable to 150% of the value of incomplete work and unsettled claims.

§ 5.1.7.1.1 The following items are not subject to retainage:

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(Insert any items not subject to the withholding of retainage, such as general conditions, insurance, etc.)

« »

§ 5.1.7.2 Reduction or limitation of retainage, if any, shall be as follows:
(If the retainage established in Section 5.1.7.1 is to be modified prior to Substantial Completion of the entire Work, including modifications for Substantial Completion of portions of the Work as provided in Section 3.3.2, insert provisions for such modifications.)

« »

§ 5.1.7.3 Except as set forth in this Section 5.1.7.3, upon Substantial Completion of the Work, the Contractor may submit an Application for Payment that includes the retainage withheld from prior Applications for Payment pursuant to this Section 5.1.7. The Application for Payment submitted at Substantial Completion shall not include retainage as follows:

« »

§ 5.1.8 If final completion of the Work is materially delayed through no fault of the Contractor, the Owner shall pay the Contractor any additional amounts in accordance with Article 9 of AIA Document A201–2017.

§ 5.1.9 Except with the Owner's prior approval, the Contractor shall not make advance payments to suppliers for materials or equipment which have not been delivered and stored at the site.

§ 5.2 Final Payment

§ 5.2.1

Final payment, constituting the entire unpaid balance of the Contract Sum minus disputed sums and authorized deductions, shall be made by the Owner to the Contractor thirty (30) days after all of the following conditions have been satisfied:

.1 the Contractor has fully performed the Contract except for the Contractor's responsibility to correct Work as provided in Article 12.2.2 of AIA Document A201–2017, and to satisfy other requirements, if any, which extend beyond final payment; and

.2 The Contractor has completed all Punch List items to the satisfaction of the Owner's Representative , Architect and Owner;

.3 a final Certificate for Payment has been issued by the Architect;

.4 The Contractor has delivered all closeout Documentation required under the Contractor Documents, which include

- i. one original final release of claims from Contractor (AIA G706 and G706A);
- ii. operation and maintenance instructions/manuals;
- iii. marked-up as-built drawings;
- iv. standard and extended warranties from every subcontractor;
- v. list of names, addresses and telephone numbers for all subcontractors and others providing guarantees and warranties;
- vi. one original of final certified payrolls from Contractor and all lower tiered subcontractors;
- vii. original affidavit of compliance with prevailing wage laws from Contractor and all lower tiered subcontractors;
- viii. Testing and balancing reports, reviewed and approved by the Architect;
- ix. any other closeout documents reasonably required by the Owner;

.5 the Contractor can provide proof that surveyed utility as-builts required by project documents have been accepted by AHJ's (Authorities Having Jurisdiction);

.6 the applicable governmental authorities have released to the Owner any escrows or deposits held for the restoration of the site, for stormwater or water quality measures, or for other Work that falls under this Contractor's scope; and

.7 the applicable governmental authorities have issued to the Owner the final use and occupancy permit for the Project.

.8 The Contractor has provided proof of continuing insurance as required by the Contract;

§ 5.2.2 The Owner's final payment to the Contractor shall be made no later than 30 days after the issuance of the Architect's final Certificate for Payment, or as follows:

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§ 5.3 Interest
Payments due and unpaid under the Contract shall bear interest from the date payment is due at the rate stated below, or in the absence thereof, at the legal rate prevailing from time to time at the place where the Project is located.
(Insert rate of interest agreed upon, if any.)

« » Per Missouri Prompt Payment Act « »

ARTICLE 6 DISPUTE RESOLUTION

§ 6.1 Initial Decision Maker
The Architect will serve as the Initial Decision Maker pursuant to Article 15 of AIA Document A201–2017, unless the parties appoint below another individual, not a party to this Agreement, to serve as the Initial Decision Maker.
(If the parties mutually agree, insert the name, address and other contact information of the Initial Decision Maker, if other than the Architect.)

« »
« »
« »
« »

§ 6.2 Binding Dispute Resolution
For any Claim subject to, but not resolved by, mediation pursuant to Article 15 of AIA Document A201–2017, the method of binding dispute resolution shall be as follows:
(Check the appropriate box.)

[X] Arbitration pursuant to Section 15.4 of AIA Document A201–2017

[ ] Litigation in a court of competent jurisdiction

[ ] Other *(Specify)*

« »

If the Owner and Contractor do not select a method of binding dispute resolution, or do not subsequently agree in writing to a binding dispute resolution method other than litigation, Claims will be resolved by litigation in a court of competent jurisdiction.

ARTICLE 7 TERMINATION OR SUSPENSION

§ 7.1 The Contract may be terminated by the Owner or the Contractor as provided in Article 14 of AIA Document A201–2017.

§ 7.2 The Work may be suspended by the Owner as provided in Article 14 of AIA Document A201–2017.

ARTICLE 8 MISCELLANEOUS PROVISIONS

§ 8.1 Where reference is made in this Agreement to a provision of AIA Document A201–2017 or another Contract Document, the reference refers to that provision as amended or supplemented by other provisions of the Contract Documents.

§ 8.2 The Owner's Representative representative:
(Name, address, email address, and other information)

NAVIGATE Building Solutions
Lori Badalamenti
8419 Manchester Road
St. Louis, MO 63144
Lori@navigatebuildingsolutions.com
636-614-8531

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§ 8.3 The Contractor's representative:
(Name, address, email address, and other information)

Bombshell Construction Services
Andrew Daub
641 Viola Lane
Eureka, MO 63025
adaub@bombshellcs.com
314-809-2629

§ 8.4 Neither the Owner's nor the Contractor's representative shall be changed without ten days' prior notice to the other party.

§ 8.5 Insurance and Bonds
§ 8.5.1 The Owner and the Contractor shall purchase and maintain insurance as set forth in AIA Document A101™–2017, Standard Form of Agreement Between Owner and Contractor where the basis of payment is a Stipulated Sum, Exhibit A, Insurance and Bonds, and elsewhere in the Contract Documents. All insurance policies shall include an ISO Additional Insured Endorsement listing the Owner and the Owner's Representative as additional insureds on a primary basis with Owner and Owner's Representative insurance excess and not contributory. General Liability and Auto policies shall contain a waiver of subrogation in favor of the Owner and its officers, directors and employees. Insurance company shall provide thirty (30) days' written notice prior to modification or cancellation of such insurance.

§ 8.5.2 The Contractor shall provide bonds as set forth in AIA Document A101™–2017 Exhibit A, and elsewhere in the Contract Documents.

§ 8.6 Notice in electronic format, pursuant to Article 1 of AIA Document A201–2017, may be given in accordance with AIA Document E203™–2013, Building Information Modeling and Digital Data Exhibit, if completed, or as otherwise set forth below:
(If other than in accordance with AIA Document E203–2013, insert requirements for delivering notice in electronic format such as name, title, and email address of the recipient and whether and how the system will be required to generate a read receipt for the transmission.)

§ 8.7 Other provisions:

§8.7.1 Tax Exemption: The Owner intends to use the tax exempt purchase procedure authorized by Section 144.062 RSMo.

§8.7.2 Prevailing Wage: Not less than the prevailing hourly rate of wages, as set out in the wage order attached to and made part of the specification for work under the contract, shall be paid to all workers performing work under this contract. The Contractor will forfeit a penalty to the contracting public body of $100 per day (or portion of a day) for each worker that is paid less than the prevailing wage rate for any work done under the contract by the Contractor or by any subcontractor. The Contractor and all subcontractors to the contract must require all on-site employees to complete the ten-hour construction safety training program required under Section 292.675, RSMo, unless they have previously completed the program and have documentation of having done so. The Contractor will forfeit a penalty to the contracting public body of $2500 plus an additional $100 for each employee by the Contractor or subcontractor, for each calendar day, or portion thereof, such employee is employed without the required training.

§8.7.3 Certified Payroll: The Contractor and each Subcontractor shall submit, monthly, certified payroll for each week from the start of their Work through the completion of their Work. Refer to Missouri Department of Labor – Contractor Check-off List and Instructions Sheet for Contractor Payroll Records.

§8.7.4 Permits: Owner shall pay for the building permit. Contractor shall pick up the building and fire permits. Contractor shall obtain and pay for all other permits, licenses and approvals as applicable to the Contractor's Work.

§8.7.5 Equal Employment Opportunity:
A. During performance of this contract, the Contractor agrees as follows:
   1. The Contractor will not discriminate against any employee or applicant for employment because of race, religion, color, sex, or national origin. The Contractor will take positive action to insure that applicants are

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employed and that employees are treated during employment without regard to their race, religion, color, sex, or national origin. Such action shall include but not be limited to the following: employment, upgrading, demotion or transfer; recruitment or recruitment advertisement; layoff or termination; rates of pay or other forms of compensation; and selection for training, including apprenticeship. The Contractor agrees to post in conspicuous places, available to employees and applicants for employment, notice setting forth the requirements of these nondiscrimination provisions.

2. The Contractor will, in all solicitations or advertisements for employees placed by or on behalf of the Contractor, state that all qualified applicants will receive consideration for employment without regard to race, religion, color, sex, or national origin.
3. The Contractor will send to each labor union or representative of workers with which he has a collective bargaining agreement or other contract or understanding a notice advising the labor union or worker's representative of the Contractor's equal opportunity commitments, and shall post copies of the notice in conspicuous places available to employees and applicants for employment.
4. In the event of the Contractor's non-compliance with the Equal Opportunity conditions of this contract or with any of such rules, regulations, or orders, this contract may be canceled, terminated, or suspended in whole or in part.
5. The Contractor will include all of clauses 1 through 4 inclusive in every subcontract or purchase order, so that such provisions will be binding upon each subcontractor or vendor.

B. Exemptions to the above Equal Opportunity Conditions are construction contracts and subcontracts not exceeding $10,000.

C. Unless otherwise provided, the above Equal Opportunity provisions are required to be inserted in subcontracts at the site of construction.

D. Certification of Nonsegregated Facilities - Bidders are cautioned as follows: By signing this bid or offer, the bidder will be deemed to have signed and agreed to the provisions of the "Certification of Nonsegregated Facilities" in this solicitation. The certification provides that the bidder does not maintain or provide for his employees facilities which are segregated on a basis of race, creed, color, or national origin, whether such facilities are segregated by directive or on a de facto basis. The certification also provides that he will not maintain such segregated facilities. Failure of a bidder to agree to the Certification of Nonsegregated Facilities will render his bid or offer non-responsive to the terms of solicitations involving award of contracts exceeding $10,000.

E. Contractor hereby represents, warrants and certifies that Contractor, its subcontractors, or any of the employees of either are not currently engaged in, and shall not for the duration of the Contract engage in, a boycott of goods or services from: the State of Israel; companies doing business in or with Israel or authorized by, licensed by, or organized under the State of Israel; or, persons or entities doing business in the State of Israel. This certification shall be interpreted consistent and in conformity with the Missouri Anti-Discrimination Against Israel Act, 34.600 Revised Statutes of Missouri.

§8.7.6 Consequential Damages: Contractor waives all claims for consequential damages against the Owner and Owner's Representative arising out of this Agreement and/or the performance of the Owner's obligations thereunder.

ARTICLE 9 ENUMERATION OF CONTRACT DOCUMENTS

§ 9.1 This Agreement is comprised of the following documents:

- **.1** AIA Document A101™–2017, Standard Form of Agreement Between Owner and Contractor
- **.2** Exhibit A, Insurance and Bonds
- **.3** AIA Document A201™–2017, General Conditions of the Contract for Construction
- **.4** Exhibit B, Bid Proposal Form and Bid Bond
- **.5** Exhibit C, Supplemental Bid Information Form
- **.6** Exhibit D, Scope of Work
- **.7** Exhibit E, Change Order Calculations
- **.8** Exhibit F, Contract Document Log (Drawings and Specifications)

This Agreement entered into as of the day and year first written above.

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OWNER *(Signature)*	**CONTRACTOR** *(Signature)*
(Printed name and title)	*(Printed name and title)*

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Additions and Deletions Report for
AIA® Document A101® – 2017

This Additions and Deletions Report, as defined on page 1 of the associated document, reproduces below all text the author has added to the standard form AIA document in order to complete it, as well as any text the author may have added to or deleted from the original AIA text. Added text is shown underlined. Deleted text is indicated with a horizontal line through the original AIA text.

Note: This Additions and Deletions Report is provided for information purposes only and is not incorporated into or constitute any part of the associated AIA document. This Additions and Deletions Report and its associated document were generated simultaneously by AIA software at 16:33:28 CDT on 07/08/2026.

Changes to original AIA text

PAGE 1

AGREEMENT made as of the 15th day of- July in the year 2026

The City of Saint Charles, Missouri, by and through its Parks and Recreation Board

1900 W Randolph St

St. Charles, MO 63301

Bombshell Construction Services

641 Viola Lane

Eureka, MO 63025

~~*(Name, location and detailed description)*~~
~~The Architect:~~
~~*(Name, legal status, address and other information)*~~
Legacy Farms Park Phase One

The Architect:

SWT Design

7722 Big Bend Blvd

St. Louis, MO 63119

PAGE 2

1—— THE CONTRACT DOCUMENTS

2—— THE WORK OF THIS CONTRACT

3—— DATE OF COMMENCEMENT AND SUBSTANTIAL COMPLETION

4—— CONTRACT SUM

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5—— PAYMENTS

6—— DISPUTE RESOLUTION

7—— TERMINATION OR SUSPENSION

8—— MISCELLANEOUS PROVISIONS

9—— ENUMERATION OF CONTRACT DOCUMENTS

EXHIBIT A—__INSURANCE AND BONDS

The Owner's Representative for the Project shall be Navigate Building Solutions ("Navigate"). All communications between Contractor and Owner shall be through Navigate on behalf of Owner, subject to a weekly scheduled meeting between the Owner and Navigate. Navigate has the authority to take all actions on behalf of the Owner permitted by the Contract Documents, with the sole exception of agreeing to any Modifications to the Contract. Only the Owner's representatives, The St. Charles City Mayor or the Mayor's Designee, have the authority on behalf of the Owner to agree to any Change Order and/or to otherwise agree to authorize any Modifications, with it being understood and agreed that any Modifications to the Contract must be executed by The St. Charles City Mayor or the Mayor's Designee on behalf of the Owner in order to be effective.

[« »]—— The date of this Agreement.

[~~-~~ X] A date set forth in a notice to proceed issued by the Owner.

[« »]—— Established as follows:

« »

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§ 3.3 Substantial Completion

§ 3.3.1 Subject to adjustments of the Contract Time as provided in the Contract Documents, the Contractor shall achieve Substantial Completion of ~~the entire Work:~~

~~*(Check one of the following boxes and complete the necessary information.)*~~

~~[ ] Not later than ( ) calendar days from the date of commencement of the Work.~~

~~[ ] By the following date:~~

all work related to new construction, associated sitework, site utilities, landscaping, and bid alternates\ identified as being included in the Base Bid by March 31, 2027. The Contract Time will not be adjusted for claims of adverse weather.

Portion of Work	Substantial Completion Date

§ 4.1 The Owner shall pay the Contractor the Contract Sum in current funds for the Contractor's performance of the Contract. The Contract Sum shall be ~~($~~ three million seven hundred seventeen eight hundred twenty four dollars ($ 3,717,824.00), subject to additions and deductions as provided in the Contract Documents.

Item	Price
Alternate #1: Playground equipment installation by a Landscape Structures Inc Factory Certified Installer.	$169,742.00

Item	Price	Conditions for Acceptance

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Item	Price

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Item	Units and Limitations	Price per Unit ($0.00)
Unit Price No. 1: Unsuitable soil removal and import, placement, and compaction of 1" minus crushed limestone material	CY	$75.00
Unit Price No. 2: Unsuitable soil removal and import, placement, and compaction of 1" clean rock	CY	$85.00
Unit Price No. 3: Suitable topsoil import and final grade	CY	$60.00
Unit Price No. 4: 1" clean rock import, placement, and compaction	CY	$67.50
Unit Price No. 5: 1" minus import, placement, and compaction	CY	$46.00
Unit Price No. 6: Concrete sidewalk extension (4" concrete over 4" base per Civil Detail)	SF	$35.00
Unit Price No. 7: Asphalt trail extension (4" asphalt over 4" base per Civil Detail)	SY	$35.00
Unit Price No. 8: Heavy Duty Concrete (6" Thick non-reinforced concrete pavement over 4" base)	SF	$45.00
Unit Price No. 9: Artificial Turf Play Surfacing (installed over safety foam and compacted aggregate base per Landscape Details)	SF	$20.00
Unit Price No. 10: Playground 4" Concrete Header	LF	$45.00
Unit Price No. 11: 3" Caliper Canopy Tree Planting	EA	$520.00
Unit Price No. 12: 5# Shrub Planting	EA	$65.00
Unit Price No. 13: 1# Groundcover Planting	EA	$20.00
Unit Price No. 14: Low Profile Meadow Seeding	SF	$0.20
Unit Price No. 15: Wetland Meadow Seeding	SF	$0.20
Unit Price No. 16: Turfgrass Type 1 Seeding	SF	$0.15
Unit Price No. 17: Turfgrass Type 2 Seeding	SF	$0.15

Time is of the essence. If the Contractor fails to achieve Substantial Completion of the Contractor's Work within by March 31, 2027 (as such Contract Time may be adjusted by time extensions otherwise permitted by the Contract Documents), the Contractor shall pay, and the Owner will assess, Liquidated Damages in the amount of $2,500.00 per day for each calendar day until Substantial Completion of the Contractor's Work is achieved. The Owner may deduct any such Liquidated Damages from any amount due or payable to the Contractor.

Final Completion: In the event that the Contractor fails to timely complete all punch list items and all requirements necessary to achieve Final Completion of the Contractor's Work within 30 calendar days following Substantial Completion, Contractor shall be responsible to Owner for any actual damages that the Owner incurs due to such delay with regard to additional costs the Owner expends to its Architect and/or Owner's Representative . The Owner may deduct any such damages from amounts otherwise due the Contractor at Final Completion.

If the Contractor shall neglect, refuse, or fail to submit all of the project submittals within ninety (90) calendar days after Notice to Proceed, Contractor shall pay the Owner the stipulated sum of Five Hundred Dollars ($500.00) for each day beyond the submittal milestone.

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§ 5.1.3 Provided that an Application for Payment is received by the Architect not later than the first day of a month, the Owner shall make payment of the amount certified to the Contractor not later than the 30th day of the same month. If an Application for Payment is received by the Architect after the application date fixed above, payment of the amount certified shall be made by the Owner not later than ~~(~~thirty(30) days after the Architect receives the Application for Payment.

~~.1~~ That portion of the Contract Sum properly allocable to completed Work;

~~.2~~ That portion of the Contract Sum properly allocable to materials and equipment delivered and suitably stored at the site for subsequent incorporation in the completed construction, or, if approved in advance by the Owner, suitably stored off the site at a location agreed upon in writing; and supported by the following documentation:

~~.3 That~~a) proof of stored materials, photographs of the material clearly labeled as "Property of the City of St. Charles, MO";

b) certificate of insurance for facility where materials are stored, with indication of coverage for the stored materials;

c) copies of itemized invoices for the materials from the vendor/supplier

d) Bill of Sale;

.3 and that portion of Construction Change Directives that the Architect determines, in the Architect's professional judgment, to be reasonably justified.

~~.1~~ The aggregate of any amounts previously paid by the Owner;

~~.2~~ The amount, if any, for Work that remains uncorrected and for which the Architect has previously withheld a Certificate for Payment as provided in Article 9 of AIA Document A201–2017;

~~.3~~ Any amount for which the Contractor does not intend to pay a Subcontractor or material supplier, unless the Work has been performed by others the Contractor intends to pay;

~~.4~~ For Work performed or defects discovered since the last payment application, any amount for which the Architect may withhold payment, or nullify a Certificate of Payment in whole or in part, as provided in Article 9 of AIA Document A201–2017; and

~~.5~~ Retainage withheld pursuant to Section 5.1.7.

5%

Retainage shall be invoiced and paid upon Substantial Completion of the Contractor's Work, less such amounts as are attributable to 150% of the value of incomplete work and unsettled claims.

« »

PAGE 6

« »

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~~*(Insert any other conditions for release of retainage upon Substantial Completion.)*~~

« »

Final payment, constituting the entire unpaid balance of the Contract Sum minus disputed sums and authorized deductions, shall be made by the Owner to the Contractor ~~when~~thirty (30) days after all of the following conditions have been satisfied:

.1 the Contractor has fully performed the Contract except for the Contractor's responsibility to correct Work as provided in Article 12.2.2 of AIA Document A201–2017, and to satisfy other requirements, if any, which extend beyond final payment; and

.2 The Contractor has completed all Punch List items to the satisfaction of the Owner's Representative , Architect and Owner;

.3 a final Certificate for Payment has been issued by the Architect~~.~~;

.4 The Contractor has delivered all closeout Documentation required under the Contractor Documents, which include

i. one original final release of claims from Contractor (AIA G706 and G706A);

ii. operation and maintenance instructions/manuals;

iii. marked-up as-built drawings;

iv. standard and extended warranties from every subcontractor;

v. list of names, addresses and telephone numbers for all subcontractors and others providing guarantees and warranties;

vi. one original of final certified payrolls from Contractor and all lower tiered subcontractors;

vii. original affidavit of compliance with prevailing wage laws from Contractor and all lower tiered subcontractors;

viii. Testing and balancing reports, reviewed and approved by the Architect;

ix. any other closeout documents reasonably required by the Owner;

.5 the Contractor can provide proof that surveyed utility as-builts required by project documents have been accepted by AHJ's (Authorities Having Jurisdiction);

.6 the applicable governmental authorities have released to the Owner any escrows or deposits held for the restoration of the site, for stormwater or water quality measures, or for other Work that falls under this Contractor's scope; and

.7 the applicable governmental authorities have issued to the Owner the final use and occupancy permit for the Project.

.8 The Contractor has provided proof of continuing insurance as required by the Contract;

« »

§ 5.3 Interest

PAGE 7

~~%~~ « » Per Missouri Prompt Payment Act « »

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« »

[~~-~~ X] Arbitration pursuant to Section 15.4 of AIA Document A201–2017

[~~-~~] Litigation in a court of competent jurisdiction

[~~-~~] Other *(Specify)*

« »

~~**§ 7.1.1** If the Contract is terminated for the Owner's convenience in accordance with Article 14 of AIA Document A201–2017, then the Owner shall pay the Contractor a termination fee as follows:~~
~~*(Insert the amount of, or method for determining, the fee, if any, payable to the Contractor following a termination for the Owner's convenience.)*~~

§ 8.2 The Owner's Representative representative:

NAVIGATE Building Solutions

Lori Badalamenti

8419 Manchester Road

St. Louis, MO 63144

636-614-8531

Bombshell Construction Services

Andrew Daub

641 Viola Lane

Eureka, MO 63025

adaub@bombshellcs.com

314-809-2629

§ 8.5.1 The Owner and the Contractor shall purchase and maintain insurance as set forth in AIA Document A101™–2017, Standard Form of Agreement Between Owner and Contractor where the basis of payment is a Stipulated Sum, Exhibit A, Insurance and Bonds, and elsewhere in the Contract Documents. All insurance policies shall include an ISO Additional Insured Endorsement listing the Owner and the Owner's Representative as additional insureds on a primary basis with Owner and Owner's Representative insurance excess and not contributory. General Liability and Auto policies shall contain a waiver of subrogation in favor of the Owner and its officers, directors and employees. Insurance company shall provide thirty (30) days' written notice prior to modification or cancellation of such insurance.

§ 8.6 Notice in electronic format, pursuant to Article 1 of AIA Document A201–2017, may be given in accordance with ~~a building information modeling exhibit~~AIA Document E203™–2013, Building Information Modeling and Digital Data Exhibit, if completed, or as otherwise set forth below:

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(If other than in accordance with ~~a building information modeling exhibit~~AIA Document E203–2013, insert requirements for delivering notice in electronic format such as name, title, and email address of the recipient and whether and how the system will be required to generate a read receipt for the transmission.)

~~§ 8.7 Other provisions:~~
§ 8.7 Other provisions:

§8.7.1 Tax Exemption: The Owner intends to use the tax exempt purchase procedure authorized by Section 144.062 RSMo.

§8.7.2 Prevailing Wage: Not less than the prevailing hourly rate of wages, as set out in the wage order attached to and made part of the specification for work under the contract, shall be paid to all workers performing work under this contract. The Contractor will forfeit a penalty to the contracting public body of $100 per day (or portion of a day) for each worker that is paid less than the prevailing wage rate for any work done under the contract by the Contractor or by any subcontractor. The Contractor and all subcontractors to the contract must require all on-site employees to complete the ten-hour construction safety training program required under Section 292.675, RSMo, unless they have previously completed the program and have documentation of having done so. The Contractor will forfeit a penalty to the contracting public body of $2500 plus an additional $100 for each employee by the Contractor or subcontractor, for each calendar day, or portion thereof, such employee is employed without the required training.

§8.7.3 Certified Payroll: The Contractor and each Subcontractor shall submit, monthly, certified payroll for each week from the start of their Work through the completion of their Work. Refer to Missouri Department of Labor – Contractor Check-off List and Instructions Sheet for Contractor Payroll Records.

§8.7.4 Permits: Owner shall pay for the building permit. Contractor shall pick up the building and fire permits. Contractor shall obtain and pay for all other permits, licenses and approvals as applicable to the Contractor's Work.

§8.7.5 Equal Employment Opportunity:

A. During performance of this contract, the Contractor agrees as follows:

1. The Contractor will not discriminate against any employee or applicant for employment because of race, religion, color, sex, or national origin. The Contractor will take positive action to insure that applicants are employed and that employees are treated during employment without regard to their race, religion, color, sex, or national origin. Such action shall include but not be limited to the following: employment, upgrading, demotion or transfer; recruitment or recruitment advertisement; layoff or termination; rates of pay or other forms of compensation; and selection for training, including apprenticeship. The Contractor agrees to post in conspicuous places, available to employees and applicants for employment, notice setting forth the requirements of these nondiscrimination provisions.

2. The Contractor will, in all solicitations or advertisements for employees placed by or on behalf of the Contractor, state that all qualified applicants will receive consideration for employment without regard to race, religion, color, sex, or national origin.

3. The Contractor will send to each labor union or representative of workers with which he has a collective bargaining agreement or other contract or understanding a notice advising the labor union or worker's representative of the Contractor's equal opportunity commitments, and shall post copies of the notice in conspicuous places available to employees and applicants for employment.

4. In the event of the Contractor's non-compliance with the Equal Opportunity conditions of this contract or with any of such rules, regulations, or orders, this contract may be canceled, terminated, or suspended in whole or in part.

5. The Contractor will include all of clauses 1 through 4 inclusive in every subcontract or purchase order, so that such provisions will be binding upon each subcontractor or vendor.

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B. Exemptions to the above Equal Opportunity Conditions are construction contracts and subcontracts not exceeding $10,000.

C. Unless otherwise provided, the above Equal Opportunity provisions are required to be inserted in subcontracts at the site of construction.

D. Certification of Nonsegregated Facilities - Bidders are cautioned as follows: By signing this bid or offer, the bidder will be deemed to have signed and agreed to the provisions of the "Certification of Nonsegregated Facilities" in this solicitation. The certification provides that the bidder does not maintain or provide for his employees facilities which are segregated on a basis of race, creed, color, or national origin, whether such facilities are segregated by directive or on a de facto basis. The certification also provides that he will not maintain such segregated facilities. Failure of a bidder to agree to the Certification of Nonsegregated Facilities will render his bid or offer non-responsive to the terms of solicitations involving award of contracts exceeding $10,000.

E. Contractor hereby represents, warrants and certifies that Contractor, its subcontractors, or any of the employees of either are not currently engaged in, and shall not for the duration of the Contract engage in, a boycott of goods or services from: the State of Israel; companies doing business in or with Israel or authorized by, licensed by, or organized under the State of Israel; or, persons or entities doing business in the State of Israel. This certification shall be interpreted consistent and in conformity with the Missouri Anti-Discrimination Against Israel Act, 34.600 Revised Statutes of Missouri.

§8.7.6 Consequential Damages: Contractor waives all claims for consequential damages against the Owner and Owner's Representative arising out of this Agreement and/or the performance of the Owner's obligations thereunder.

.2 ~~AIA Document A101™–2017,~~ Exhibit A, Insurance and Bonds

.4 ~~Building information modeling exhibit, dated as indicated below:~~
~~*(Insert the date of the building information modeling exhibit incorporated into this Agreement.)*~~

~~.5 Drawings~~

~~.6 Specifications~~

~~.7 Addenda, if any:~~
~~Portions of Addenda relating to bidding or proposal requirements are not part of the Contract Documents unless the bidding or proposal requirements are also enumerated in this Article 9.~~

~~.8 Other Exhibits:~~
~~*(Check all boxes that apply and include appropriate information identifying the exhibit where required.)*~~
~~[ ] AIA Document E204™–2017, Sustainable Projects Exhibit, dated as indicated below:~~
~~*(Insert the date of the E204-2017 incorporated into this Agreement.)*~~
~~[ ] The Sustainability Plan:~~
~~[ ] Supplementary and other Conditions of the Contract:~~

~~.9 Other documents, if any, listed below:~~
~~*(List here any additional documents that are intended to form part of the Contract Documents. AIA Document A201™–2017 provides that the advertisement or invitation to bid, Instructions to Bidders, sample forms, the Contractor's bid or proposal, portions of Addenda relating to bidding or proposal requirements, and other information furnished by the Owner in anticipation of receiving bids or proposals, are not part of the Contract Documents unless enumerated in this Agreement. Any such documents should be listed here only if intended to be part of the Contract Documents.)*~~

Exhibit B, Bid Proposal Form and Bid Bond

.5 Exhibit C, Supplemental Bid Information Form

.6 Exhibit D, Scope of Work

.7 Exhibit E, Change Order Calculations

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.8 Exhibit F, Contract Document Log (Drawings and Specifications)

Variable Information

PAGE 1

AGREEMENT made as of the 15th day of July in the year 2026

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Certification of Document's Authenticity

AIA® Document D401™ – 2003

I, Lori Badalamenti, Project Manager, hereby certify, to the best of my knowledge, information and belief, that I created the attached final document simultaneously with its associated Additions and Deletions Report and this certification at 16:33:28 CDT on 07/08/2026 under Order No. 20250105147 from AIA Contract Documents software and that in preparing the attached final document I made no changes to the original text of AIA® Document A101™ - 2017, Standard Form of Agreement Between Owner and Contractor where the basis of payment is a Stipulated Sum, other than those additions and deletions shown in the associated Additions and Deletions Report.

_____

(Signed)

_____

(Title)

_____

(Dated)

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EXHIBIT A
INSURANCE AND BONDS

EXHIBIT A TO AIA A101 – Insurance and Bonds

THESE SPECIFICATIONS APPLY TO ALL CONTRACTORS WHO WILL BE ON THE JOBSITE, INCLUDING BUT NOT LIMITED TO A GENERAL CONTRACTOR OR ANY SUBCONTRACTOR.

INSURANCE: Contractor shall, at its expense, procure and maintain at a minimum for the duration of the Project and through the correction period stated in the agreement, except as otherwise set forth herein, the types and amounts of insurance described below or as otherwise required by law on all of its operations, from companies registered to do business in the State of Missouri and having an A.M. Best Rating of A- IX or higher:

A. Workers' Compensation and Employers Liability Insurance. Contractor shall carry statutory Workers' Compensation Insurance as required by any applicable law or regulation. Employers Liability Insurance shall be in amounts no less than $1,000,000 each accident for bodily injury, $1,000,000 for bodily injury by disease, and $1,000,000 each employee for bodily injury by disease. If there is an exposure of injury to Contractor's employees under the U.S. Longshoremen's and Harbor Workers Compensation act, the Jones Act or under laws, regulations or statutes applicable to maritime employees, coverage shall be included for such injuries or claims. If the contractor's Employers Liability limits are below those stated above, an umbrella liability policy may be used to attain the requested limit.

B. Commercial General Liability Insurance Contractor shall carry Commercial General Liability Insurance written on ISO occurrence form CG 00 01 07 98 or later edition (or a substitute form providing equivalent coverage) and shall cover all operations by or on behalf of the Contractor, providing insurance for bodily injury liability and property damage liability for the limits indicated below and for the following coverage:

(1) Premises and Operations
(2) Products and Completed Operations
(3) Contractual Liability ensuring the obligations assumed by the Contractor under this Contract.
(4) Personal Injury Liability and Advertising Injury Liability
(5) Except with respect to bodily injury and property damage included within the products and completed operations hazards, the general aggregate limit shall apply separately to the Contractor's project under this Contract. Completed Operations coverage must be maintained for the correction period provided by the agreement.
(6) Limit of Liability. The Commercial General Liability policy limits shall not be less than:
    i. $1,000,000 Each Occurrence (Combined Single Limit for Bodily Injury and Property Damage)
    ii. $2,000,000 Aggregate for Products/Completed Operations
    iii. $1,000,000 Personal Injury/Advertising Injury
(7) $2,000,000 General Aggregate (must provide endorsement ISO CG 25 03 or equivalent to apply the General Aggregate per project, if available. If not, see Umbrella Liability section.)

(8) Additional Insured The Owner, all of its officers, directors, and employees, and NAVIGATE shall be named as Additional Insureds under the Commercial General Liability Insurance using ISO Additional Insured Endorsements CG 20 10 (2004 edition) or substitute providing equivalent coverage. If additional insured status is required for a correction period then CG 20 37 (2004 edition) or equivalent shall also be used. These endorsements must be stated on the insurance certificate provided to the Owner and to the Construction Manager and a copy of the endorsements confirming coverage shall accompany the insurance certificate.

(9) Primary Coverage The Contractor's Commercial General Liability Policy shall apply as primary insurance and any other insurance carried by the Architect or the Owner shall be excess only and will not contribute with Contractor's insurance. This must be stated on the insurance certificate and a copy of the endorsement confirming coverage shall accompany the insurance certificate.

C. Business Automobile Liability Insurance The policy shall be written on ISO form CA 0001, CA 0005, CA 0002, CA0020 or a substitute form providing equivalent coverage and shall provide coverage for all owned, hired and non-owned vehicles. The limit of liability must be at least $1,000,000 Combined Single Limit for Bodily Injury and Property Damage each accident and shall also cover Automobile Contractual Liability. The policy shall name the Owner and all of its officers, directors and employees, NAVIGATE, and the Architect as Additional Insureds. The policy shall be endorsed to be primary coverage and any other insurance carried by the Owner shall be excess only and will not contribute with Contractor's insurance. To confirm coverage, a copy of the Additional Insured Endorsement and the Primary Insurance Endorsement shall accompany the insurance certificate.

D. Umbrella Excess Liability. The Contractor shall provide an umbrella excess liability policy that will provide a minimum of $10,000,000 per occurrence/$10,000,000 aggregate over the employers' liability, commercial general liability and automobile liability coverages. This policy shall "follow-form" of the underlying policies and comply with all insurance requirements of those policies. If the General Aggregate of the Commercial General Liability policy does not apply per project, the limits shall be $10,000,000 per occurrence/$10,000,000 aggregate. The policy shall name the Owner and all of its officers, directors and employees, NAVIGATE, and the Architect, as Additional Insureds. The policy shall be endorsed to be primary coverage and any other insurance carried by the Owner shall be excess only and will not contribute with Contractor's insurance.

E. Contractor's Environmental (Pollution) Liability – For Contracts where appropriate for the nature of the service provided, the Contractor shall maintain in force for the full period of the Contract, pollution liability insurance coverage in the minimum amount set forth below for losses caused by sudden and accidental pollution conditions that arise from the operations of the Contractor. Such insurance shall apply to bodily injury and property damage, including loss of use of the damaged property or property that has not been physically injured, and shall cover cleanup, transportation, disposal, remediation and defense costs, including all expenses incurred in the investigation, defense, payment or settlement of claims.
Limits:

a. $ 2,000,000 Per Claim
b. $ 2,000,000 Aggregate
c. The insurance coverage shall be retroactive to the earlier of the date of this Contract or the commencement of the Contractor's work on the Project, and Contractor shall cause the same to remain in effect for a period of at least five (5) years after final acceptance of the Project by the District or such other period as may be set forth in the Contract or in the Project Specifications, whichever is later.
d. The policy shall name the Owner and all of its officers, directors and employees, NAVIGATE and the Architect as Additional Insureds. The policy shall be endorsed to be primary coverage and any other insurance carried by the Owner shall be excess only and will not contribute with Contractor's insurance. To confirm coverage, a copy of the Additional Insured Endorsement and the Primary Insurance Endorsement shall accompany the insurance certificate.

F. Other Insurance. The Owner may require insurance coverage in excess of the types and amounts required in this Exhibit. Contractor shall attempt in good faith to obtain quotes for such additional coverage and provide them to Owner for review. Contractor shall purchase any such additional insurance as may be requested by the Owner in writing. Owner shall pay any additional premium for such additional coverage.

G. Builders Risk Insurance. Contractor shall purchase and maintain, in a company or companies lawfully authorized to do business in the jurisdiction in which the Project is located, property insurance written on a builder's risk "all-risk" or equivalent policy form in the amount of the initial Contract Sum, plus value of subsequent Contract Modifications and cost of materials supplied or installed by others, comprising total value for the entire Project at the site on a replacement cost basis without optional deductibles. If the policy requires deductibles, the Contractor shall pay costs not covered because of such deductibles. This policy shall cover portions of the Work stored off the site, and also portions of the Work in transit.

H. Professional Liability. Contractor shall maintain Project Specific Professional Liability insurance, including contractual liability insurance against the liability assumed by Contractor in contractually agreeing to perform design services, and including coverage for any professional liability caused by any of the Contractor's consultants. Contractor shall maintain at least the limits of liability in a company satisfactory to the Owner as follows: $2,000,000 Each Claim / Aggregate. The Professional Liability Insurance shall contain prior acts coverage sufficient to cover all contract services rendered by the Contractor. Said insurance shall be continued in effect with an extended period of five years following final payment to Contractor. Such insurance may be maintained on a claims made basis. The policy shall name the Owner and all of its officers, directors and employees, NAVIGATE, and the Architect, as Additional Insureds. The policy shall be endorsed to be primary coverage and any other insurance carried by the Owner shall be excess only and will not contribute with Contractor's insurance. Contractor shall provide Owner with a certificate of insurance evidencing such coverage, and such other proof of such insurance as the Owner may reasonably request.

I. Waiver of Subrogation. All policies above shall each contain a waiver of subrogation in favor of the Owner and its officers, directors and employees.

J. Certificates of Insurance. As evidence of the insurance, limits and endorsements required, a standard ACORD or equivalent Certificate of Insurance executed by a duly authorized representative of each insurer shall be furnished by the Contractor to the Owner and Architect before any Work under the Contract is commenced by the Contractor. Owner shall have the right, but not the obligation, to prohibit Contractor or any Subcontractor from entering the Project site until such certificates are received and approved by the Owner. With respect to insurance to be maintained after final payment, an additional certificate(s) evidencing such coverage shall be promptly provided to Owner as a precondition to final payment. Copies of all additional insured and waiver of subrogation endorsements shall accompany the certificate. Insurance company shall provide thirty (30) days' written notice prior to modification or cancellation of such insurance. Failure to maintain the insurance required herein may result in termination of the Contract at Owner's option. In the event the Contractor does not comply with the requirements of this section, the Owner shall have the right, but not the obligation, to provide insurance coverage to protect the Owner and Architect, and charge the Contractor for the cost of that insurance. The required insurance shall be subject to the approval of the Architect, but any acceptance of insurance certificates by the Architect or Owner shall in no way limit or relieve the Contractor of their duties and responsibilities in this Agreement.

K. Copies of Policies. Contractor shall furnish a certified copy of any and all insurance policies required under this Contract within ten (10) days of Owner's written request for said policies.

L. Subcontractors. Contractor shall cause each Subcontractor to purchase and maintain insurance of the types and amounts specified herein. Limits of such coverage may be reduced only upon written agreement of Owner. Contractor shall provide to Owner copies of certificates evidencing coverage for each Subcontractor. Subcontractors' commercial general liability and business automobile liability insurance shall name Owner and Architect as Additional Insureds and have the Waiver of Subrogation endorsement added.

EXHIBIT B
BID PROPOSAL FORM AND BID BOND

BID FORM (REVISED 06.15.26)

This Bid Form must be completed, sealed in an envelope and received by the City of Saint Charles, Missouri no later than 2:00 PM on the specified date.

The undersigned BIDDER proposes and agrees, if this Bid is accepted, to enter into an agreement with OWNER in the form included in the Bidding Documents to perform all Work as specified or indicated in the Bidding Documents for the prices and within the times indicated in this Bid and in accordance with the other terms and conditions of the Bidding Documents.

Below is a contact for the BIDDER submitting this bid, who will be responsible for any questions that may arise during bid review and who may also be contacted to discuss the acceptance or rejection of this bid:

BIDDER Company Name	Bombshell Construction Services
BIDDER Contact Person Name	Andrew Daub
Address	641 Viola Lane
City/State/Zip	Eureka, MO 63025
Phone Number	314-809-2629
Email Address	info@bombshellcs.com
Fax Number	N/A

BIDDER accepts all of the terms and conditions of the "Invitation For Bid" and the "Instructions to Bidders", including without limitation those dealing with the disposition of Bid security.

STIPULATED SUM BID FORM

Name of Project: **LEGACY FARMS PARK PHASE ONE**

Date: 06/24/2026

Proposal from: Bombshell Construction Services

(Hereinafter called Bidder), a corporation organized and existing under the laws of the state of Missouri, ~~a partnership, or an individual doing business~~

as _____ (cross out inapplicable).

TO: ATTN: Maralee M. Britton, CPRP
The City of St. Charles
1900 W Randolph St
St. Charles, MO 63301

Base Bid, Single-Prime (All Trades) Contract: The undersigned Bidder, having carefully examined the Procurement and Contracting Requirements, Conditions of the Contract, Drawings, Specifications, and all subsequent Addenda, as prepared by SWT Design (Hereinafter called Architect) and Architect's consultants, having visited the site, and being familiar with all conditions and requirements of the Work, hereby agrees to furnish all material, labor, equipment and services necessary to complete the construction of the above-named project, according to the requirements of the Procurement and Contracting Documents, for the stipulated sum stated below.

BASE BID

ITEM NO.	ITEM DESCRIPTION	SUB-TOTAL
1	Contractor Provided Native Seeding Stewardship – 1 Year (reference specifications)	$10,349
2	Remaining Scope of Work	$3,537,733

Total of lines above shall equal the Total Lump Sum Bid Below.

Furnish all labor, tools, equipment, and material required to perform all work indicated above for this bid package, as defined in the Bid Documents (including costs for Payment and Performance Bonds) for the **TOTAL LUMP SUM AMOUNT of**

$ $3,548,082 (Three Million, Five Hundred Forty-Eight Thousand, Eighty-Two dollars)

TIME

Board approval and issuance of a Contract is anticipated to occur in July, 2026. Notice to Proceed issuance is anticipated in July, 2026. Substantial Completion is to be achieved no later than March 31, 2027. BIDDER hereby states that the time required to perform all work indicated in the BID DOCUMENTS (and any accepted alternates) and work necessary to complete the project per the milestones listed in the Scope of Work Document is acceptable. Damages shall be assessed for delays to Substantial Completion and are further described in the bidding and contract requirements.

ALTERNATES - To be submitted at the time of bid.

Alternate No. 1: ADD to provide playground equipment installation by a Landscape Structures Inc Factory Certified Installer. Reference spec sections 012300 (Alternates) and 001120 (Scope of Work Document) for details.

ADD $ $169,742

OPTIONAL Alternate No. 2: ADD to provide playground equipment installation by a qualified installer. Reference spec sections 012300 (Alternates) and 001120 (Scope of Work Document) for details, specifically take note of required qualifications that must be submitted if providing pricing for this alternate.

ADD $ $111,500

BID DOCUMENTS

A. Bidder acknowledges receipt of the following:

1. Drawings and Specifications
2. Addenda

a.	Addenda No.	01	Dated	6/15/26
b.	Addenda No.	02	Dated	6/18/26
c.	Addenda No.	03	Dated	6/19/26
d.	Addenda No.	04	Dated	6/23/26
e.	Addenda No.		Dated	

BID GUARANTEE - To be submitted at the time of bid.

The undersigned Bidder agrees to execute a contract for this Work in the above amount and to furnish surety as specified within 10 days after a written Notice of Award, if offered within 90 days after receipt of bids, and on failure to do so agrees to forfeit to Owner the attached cashier's check, certified check, or bid bond, as liquidated damages for such failure, in the amount constituting five percent (5%) of the Base Bid amount above. Guaranty shall be in the form of a bid bond issued by an insurance company authorized to do business in the state of Missouri and with a financial strength rating of A with a financial size category of IX or better by A. M. Best, a certified check or a cashier's check drawn on a bank located in St. Charles County, the City of Saint Charles, St. Louis County, or the City of St. Louis.

The Bid Deposit of all bidders will be returned when the Project contract is executed and all bonds, insurance requirements and other required documents are furnished or when all bids are rejected.

The successful bidder shall provide a Performance and a Payment bond for one hundred (100%) percent of the contract amount within ten (10) days of receipt of a signed Contract. Payment and Performance bonds shall be issued by an insurance company or surety authorized to do business in the state of Missouri and with a financial strength rating of A or better and with a financial size

category of IX or better by A. M. Best.

QUALIFICATIONS and REFERENCES - To be submitted at the time of bid. See form provided with this Bid Form.

UNIT PRICES - To be submitted to Owner no later than 24 Hours after Bid Date/Time.
Unit Prices for scope adjustments after award shall be provided for the items listed in the form provided in Specification labeled as "Supplemental Bid Information". This form must be submitted to Owner no later than 24 hours after bid date/time.

COST BREAKOUT – To be submitted to Owner no later than 24 Hours after Bid Date/Time.
See form provided in Specification labeled as "Supplemental Bid Information". This form must be submitted to Owner no later than 24 hours after bid date/time.

LIST OF PROPOSED SUBCONTRACTORS – To be submitted to Owner no later than 24 Hours after Bid Date/Time.
See form provided in Specification labeled as "Supplemental Bid Information". This form must be submitted to Owner no later than 24 hours after bid date/time.

OTHER FORMS – To be submitted to Owner no later than 24 Hours after Bid Date/Time.

a. Certificate of Non-Segregation
b. Anti-Collusion Affidavit
c. Subcontractor Certificate of Compliance with Affirmative Action and Equal Opportunity
d. Affidavit of Work Authorization
e. Electronic Signature Page from E-Verify Employer MOU
f. Certificate of Good Standing
g. Proof of Lawful Presence Form

QUALIFICATIONS FORM

Organization

1. How many years has your organization been in business as a Contractor? 9 Years
2. How many years has your organization been in business under its present business name? 9 Years
3. Under what other or former names has your organization operated?

   None

4. How many persons do you have working for the company?

   Operators: _____ Carpenters: 5 Laborers: 6

   Superintendents: 2 Office Management: 4 Other Trades: _____
5. What is your company's EMR? 1.0
6. State the amount of the deductibles on all insurance that you will be providing for the Project:

   Workers Compensation Insurance: 1,000,000.00

   Commercial General Liability Insurance: 2,000,000.00 With 3,000,000.00 UMB

   Automobile Liability Insurance: 500,000.00
7. Provide your organization's profit and loss statement for the past 3 years. In lieu of a profit and loss statement, provide a letter from your bonding company confirming your organization's bonding capacity and bond rate.
8. Has your organization been subject to enforcement action by a regulatory agency?
   Yes: _____ No: X

   If yes, please attach written description of the details of each occurrence.

Experience

1. On a separate sheet list all projects completed by your firm in the past 5 years, with a contract value of $3M or greater. List project name, client, architect, original contract value, final contract value, start date, original contractual completion date, actual substantial completion date and percentage of the cost of work performed with your own forces.

2. List the categories of work that your organization normally performs with its own forces:

1. Carpentry
2. Labor
3. _____
4. _____
5. _____
6. _____

Claims and Suits

If the answer to any of the questions below is "yes", please attach written description of details.

1. Has your organization ever failed to complete any work awarded to it?

   Yes:_____ No: X

2. Are there any judgments, claims, arbitration proceedings, or suits pending or outstanding against your organization or its officers?

   Yes:_____ No: X

3. Is your organization or its officers currently in mediation?

   Yes:_____ No: X

4. Has your organization filed any lawsuits, requested mediation or requested arbitration with regard to construction contracts within the last five (5) years?

   Yes:_____ No: X

Other Construction Work

1. On a separate sheet, list major construction projects your organization has in backlog and in progress, giving the name of project, owner, architect, contract amount, percent complete and scheduled completion date.
2. State total worth of work in progress and under contract: $ 9,000,000.00
3. State average annual amount of construction work performed during the past five years: $ 15,000,000.00
4. State current bonding capacity: $ 10,000,000.00
5. On a separate sheet, list the construction experience and present commitments of the key individuals of your organization. Please identify which individuals you intend to commit to this project if awarded the Contract.

References - Bidders shall provide at least three references for similar projects.

Company: City Of Eureka MO

Address: 120 City Hall Drive

Contact Person: Sean Flower

Telephone: 636-938-5233

Email: sflower@eureka.mo.us

Type of service provided: 8 Million Complete ballpark build-out for Eureka

Dates/year(s) service was provided: 2023-2024

Company: Weldon Spring MO

Address: 5401 Independence Rd

Contact Person: Don Stollberg

Telephone: 636-441-2110

Email: dstolberg@weldonspring.org

Type of service provided: Build new park and add Amphitheater to city park

Dates/year(s) service was provided: 2024

Company: Rockwood School District

Address: 17146 Manchester rd

Contact Person: Eric Nieman

Telephone: 636-733-3287

Email: niemaneric@rsdmo.org

Type of service provided: Multiple Projects including New playgrounds with turf

Dates/year(s) service was provided: 2022 - 2026

MISCELLANEOUS BID REQUIREMENTS

A. The undersigned understands that this bid shall be good and may not be

withdrawn for a period of ninety (90) calendar days after the scheduled closing time and date for receiving bids.

B. The undersigned understands that the Owner reserves the right to reject any or all bids or subcontractors.

C. The undersigned further agrees to indemnify and save the Owner from and against all losses, judgments of every nature and description made, brought, or recovered against the Owner by reason of any act or omission of the undersigned, his agents, subcontractors, or employees in the execution of the work or in guarding the same.

D. The undersigned hereby declares that this Stipulated Sum Bid is based solely upon the materials and equipment described in the bidding documents (including Addenda), and that no substitutions are contemplated.

E. The Bidder declares that he/she has had an opportunity to examine the site of the work and he/she has examined the bidding Documents therefore, and that he/she has carefully prepared his Bid upon the basis thereof and that he/she has carefully examined and checked this Bid and the materials, equipment and labor required thereunder, the cost thereof, and his figures therefor, and hereby states that the amount or amounts set forth in this Bid is, or are, correct and that no mistake or error has occurred in this bid.

F. By submitting a bid, bidder represents and warrants that if it is awarded the contract, that no other bidder, elected official, appointed official or employee of the City has any interest whatsoever in the bidder's bid or the contract and that the bid and contract are made in good faith, without connection to, fraud or collusion with any other person.

G. By submitting a bid, a bidder acknowledges familiarity with all laws applicable to the Project and will comply with same including, but not limited to:
   i. R.S.Mo. Section 290.210, et seq.; Missouri Prevailing Wage Law;
   ii. R.S.Mo. Section 285.525, et seq.; Missouri law regarding Illegal Immigrants (E-verify);
   iii. R.S.Mo. Section 292.675, et seq.; Missouri law regarding OSHA Construction Safety Program;
   iv. R.S.Mo. Section 285.230; Missouri law regarding Nonresident Employers – Bonding Requirements; and
   v. R.S.Mo. Section 208.009; Missouri law regarding proof of lawful presence.

H. By submitting a bid, Bidder certifies that they have not divulged, discussed or compared its bid with other bidders and has not colluded with any other bidders or parties to this bid package whatsoever.

I. The submitting party acknowledges the right of the City to reject any or all bids and to waive informality or irregularity in any bid received. In addition, the submitting party recognizes the right of the City to reject a bid if the bidder fails to furnish any required data required by this Invitation for Bid, or if the bid is in any way incomplete or irregular. The City shall be the sole judge of compliance with the Invitation for Bid and reserves the right to accept or reject any or all submissions or parts thereof.

The undersigned further states that it is a duly licensed contractor, for the type of work proposed, in Missouri.

IF A CORPORATION

Bombshell Construction Services
Name of Corporation

Signature of Officer

Andrew Daub - Owner / Construction Supervisor
Name and Title of Officer

Incorporated under the laws of the State of Missouri (Print)

Licensed to do business in Missouri? (Check one) [X] Yes [ ] No

Address for Communications 641 Viola Lane

Eureka, MO 63025

(Seal if bid is by a corporation.)

IF A PARTNERSHIP State name and address of all partners:

Name of Partnership

Signature of Authorized Partner

IF INDIVIDUAL or SOLE PROPRIETORSHIP

Name of Firm (if any)

Address for Communications

Signature of Individual

Name of Individual (Print)

IF BIDDING AS A JOINT VENTURE *(List all parties.)*

AIA® Document A310™ – 2010

Bid Bond

CONTRACTOR:
(Name, legal status and address)
Bombshell Construction Services
641 Viola Lane
Eureka, MO 63025

SURETY:
(Name, legal status and principal place of business)
Employers Mutual Casualty Company
717 Mulberry Street
Des Moines, IA 50309

OWNER:
(Name, legal status and address)
The City of St. Charles, MO; Parks and Recreation Board
1900 W Randolph St.
St. Charles, MO 63301

BOND AMOUNT: $ Five percent (5%) of Bid Amount

PROJECT:
(Name, location or address, and Project number, if any)
Legacy Farms Park Phase One

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.

ADDITIONS AND DELETIONS:
The author of this document has added information needed for its completion. The author may also have revised the text of the original AIA standard form. An *Additions and Deletions Report* that notes added information as well as revisions to the standard form text is available from the author and should be reviewed. A vertical line in the left margin of this document indicates where the author has added necessary information and where the author has added to or deleted from the original AIA text.

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.

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Init.

Signed and sealed this 24th Day of June, 2026.

	(Principal) *(Seal)*
(Witness)	*(Title)* Sam Sealer
Hannah Marie *(Witness)*	*(Surety)* *(Seal)*
	Sam Sealer, Attorney in Fact *(Title)*

EMPLOYERS MUTUAL CASUALTY CO. CORPORATE SEAL DES MOINES, IOWA

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P.O. Box 712 • Des Moines, Iowa 50306-0712

EMC INSURANCE

POWER OF ATTORNEY APPOINTING INDIVIDUAL ATTORNEY-IN-FACT

KNOW ALL MEN BY THESE PRESENTS, that:

1. Employers Mutual Casualty Company, an Iowa Corporation
2. EMCASCO Insurance Company, an Iowa Corporation
3. Union Insurance Company of Providence, an Iowa Corporation
4. Illinois EMCASCO Insurance Company, an Iowa Corporation
5. Dakota Fire Insurance Company, a North Dakota Corporation
6. EMC Property & Casualty Company, an Iowa Corporation

hereinafter referred to severally as "Company" and collectively as "Companies", each does, by these presents, make, constitute and appoint:

Sam Sealer

its true and lawful attorney-in-fact, with full power and authority conferred to sign, seal, and execute the Bid Bond

Any and All Bonds

and to bind each Company thereby as fully and to the same extent as if such instruments were signed by the duly authorized officers of each such Company, and all of the acts of said attorney pursuant to the authority hereby given are hereby ratified and confirmed.

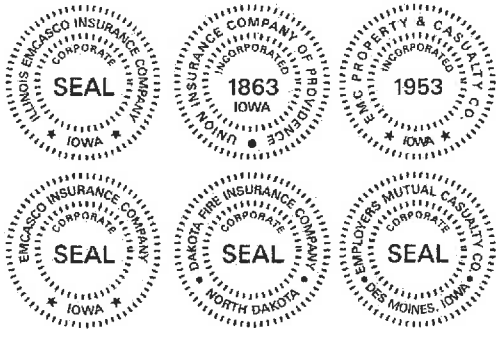
AUTHORITY FOR POWER OF ATTORNEY

This Power-of-Attorney is made and executed pursuant to and by the authority of the following resolution of the Boards of Directors of each of the Companies at the first regularly scheduled meeting of each company duly called and held in 1999:

RESOLVED: The President and Chief Executive Officer, any Vice President, the Treasurer and the Secretary of Employers Mutual Casualty Company shall have power and authority to (1) appoint attorneys-in-fact and authorize them to execute on behalf of each Company and attach the seal of the Company thereto, bonds and undertakings, recognizances, contracts of indemnity and other writings obligatory in the nature thereof; and (2) to remove any such attorney-in-fact at any time and revoke the power and authority given to him or her. Attorneys-in-fact shall have power and authority, subject to the terms and limitations of the power-of-attorney issued to them, to execute and deliver on behalf of the Company, and to attach the seal of the Company thereto, bonds and undertakings, recognizances, contracts of indemnity and other writings obligatory in the nature thereof, and any such instrument executed by any such attorney-in-fact shall be fully and in all respects binding upon the Company. Certification as to the validity of any power-of-attorney authorized herein made by an officer of Employers Mutual Casualty Company shall be fully and in all respects binding upon this Company. The facsimile or mechanically reproduced signature of such officer, whether made heretofore or hereafter, wherever appearing upon a certified copy of any power-of-attorney of the Company, shall be valid and binding upon the Company with the same force and effect as though manually affixed.

IN WITNESS THEREOF, the Companies have caused these presents to be signed for each by their officers as shown, and the Corporate seals to be hereto affixed this 22nd day of September , 2022 .

Seals



Scott R. Jean, President & CEO of Company 1; Chairman, President & CEO of Companies 2, 3, 4, 5 & 6

Todd Strother, Executive Vice President Chief Legal Officer & Secretary of Companies 1, 2, 3, 4, 5 & 6

KATHY LOVERIDGE
Commission Number 780769
My Commission Expires
October 10, 2025

On this 22nd day of September , 2022 before me a Notary Public in and for the State of Iowa, personally appeared Scott R. Jean and Todd Strother, who, being by me duly sworn, did say that they are, and are known to me to be the CEO, Chairman, President, Executive Vice President, Chief Legal Officer and/or Secretary, respectively, of each of the Companies above; that the seals affixed to this instrument are the seals of said corporations; that said instrument was signed and sealed on behalf of each of the Companies by authority of their respective Boards of Directors; and that the said Scott R. Jean and Todd Strother, as such officers, acknowledged the execution of said instrument to be their voluntary act and deed, and the voluntary act and deed of each of the Companies.

My Commission Expires October 10, 2025.

Kathy Loveridge

Notary Public in and for the State of Iowa

CERTIFICATE

I, Ryan J. Springer, Vice President of the Companies, do hereby certify that the foregoing resolution of the Boards of Directors by each of the Companies, and this Power of Attorney issued pursuant thereto on 22nd day of September , 2022 , are true and correct and are still in full force and effect.

In Testimony Whereof I have subscribed my name and affixed the facsimile seal of each Company this 24th day of June , 2026 .

Ryan J. Springer Vice President

"For verification of the authenticity of the Power of Attorney you may call (515) 345-7548."

EXHIBIT C
SUPPLEMENTAL BID INFORMATION FORM

SUPPLEMENTAL BID INFORMATION REVISED **Due 24 hours after Bid Submission**

TO: ATTN: Maralee M. Britton, CPRP
The City of St. Charles
1900 W Randolph St
St. Charles, MO 63301

Proposal for: LEGACY FARMS PARK PHASE ONE

This form shall be completed and submitted in its entirety **no later than 24 hours following the receipt of the bids** to the Owner. Bidder must submit supplemental bid information via email as follows:

Re: Supplemental Bid Information for St. Charles Legacy Farms Park Phase One
Attn: Maralee M. Britton, St. Charles Parks & Recreation Department,
maralee.britton@stcharlesparks.com
CC: Lori Badalamenti, Navigate Building Solutions, Lori@navigatebuildingsolutions.com

Date: 06/25/2026

Proposal from: Bombshell Construction Services

BID BREAKDOWN

Provide the breakdown of costs for work listed below that are **INCLUDED** in the Base Bid. The total of the lines below shall match the total Base Bid proposed on the Bid Form.

Work	Total
Division 1 Scope of Work (General Conditions / Insurance / Bond / Profit)	$ $555,946
Division 2 Scope of Work (Existing Conditions)	$ $0
Division 3 Scope of Work (Concrete)	$ $337,470
Division 4 Scope of Work (Masonry)	$ $61,486
Division 5 Scope of Work (Metals)	$ $120,500
Division 6 Scope of Work (Wood / Plastics / Composites)	$ $75,000

Division 7 Scope of Work (Thermal and Moisture Protection)	$	$220,000
Division 8 Scope of Work (Openings)	$	$11,226
Division 9 Scope of Work (Finishes)	$	$25,000
Division 10 Scope of Work (Specialties)	$	included in finishes & masonry
~~Division 11 Scope of Work (Play Equipment Installation)~~	~~$~~	see alternates
Division 22 Scope of Work (Plumbing)	$	$70,000
Division 23 Scope of Work (HVAC)	$	$55,600
Division 26 Scope of Work (Electrical, Low Voltage)	$	$279,000
Division 31 Scope of Work (Earthwork)	$	$913,555
Division 32 Scope of Work (Exterior Improvements)	$	$823,299
TOTAL BASE BID	$	$3,548,082

UNIT PRICES

The unit rates below are to include all general conditions, overhead, and profit. Rates are to be applied either as add or deduct rates; the same rate will apply for either condition. There will be only one rate allowed per unit price regardless of when in the construction process the rate is being applied or what trade is performing it.

Unit Price Description	Unit	$/Unit
Unit Price No. 1: Unsuitable soil removal and import, placement, and compaction of 1" minus crushed limestone material	CY	$75.00 / CY
Unit Price No. 2: Unsuitable soil removal and import, placement, and compaction of 1" clean rock	CY	$85.00 / CY
Unit Price No. 3: Suitable topsoil import and final grade	CY	$60.00 / CY
Unit Price No. 4: 1" clean rock import, placement, and compaction	CY	$67.50 / CY
Unit Price No. 5: 1" minus import, placement, and compaction	CY	$46.00 / CY
Unit Price No. 6: Concrete sidewalk extension (4" concrete over 4" base per Civil Detail)	SF	$35.00 / SF
Unit Price No. 7: Asphalt trail extension (4" asphalt over 4" base per Civil Detail)	SY	$35.00 / Square Yard
Unit Price No. 8: Heavy Duty Concrete (6" Thick non-reinforced concrete pavement over 4" base)	SF	$45.00 / SF
Unit Price No. 9: Artificial Turf Play Surfacing (installed over safety foam and compacted aggregate base per Landscape Details)	SF	$20.00 / SF
Unit Price No. 10: Playground 4" Concrete Header	LF	$45.00 / LF
Unit Price No. 11: 3" Caliper Canopy Tree Planting	EA	Average Unit Rate: $520.00 / EA
Unit Price No. 12: 5# Shrub Planting	EA	Average Unit Rate: $65.00 / EA
Unit Price No. 13: 1# Groundcover Planting	EA	Average Unit Rate: $20.00 / EA

Unit Price No. 14: Low Profile Meadow Seeding	SF	$0.20 / Unit
Unit Price No. 15: Wetland Meadow Seeding	SF	$0.20 / Unit
Unit Price No. 16: Turfgrass Type 1 Seeding	SF	$0.15 / Unit
Unit Price No. 17: Turfgrass Type 2 Seeding	SF	$0.15 / Unit

PROPOSED SUBCONTRACTOR LIST

Identify the two apparent subcontractors in each division that the Prime Contractor is considering for subcontract award to perform work included in the Bid.

If you do not plan to use subcontractors, indicate below and return this form with your bid.

Scope of Work	Proposed Subcontractors	Have You Worked With Previously? Y/N
Demolition	1. N/A 2. N/A	
Concrete (Foundations)	1. HS Concrete Contracting 2. Waddell Concrete	YES YES
Masonry	1. JDS Masonry 2.	YES
Structural Steel Fabrication	1. Trojan Iron Works 2. D&K Welding	YES YES
Structural Steel Erection	1. Trojan Iron Works 2. D&K Welding	YES YES
Rough / Finish Carpentry	1. Self Perform - Bombshell Construction 2.	YES

Waterproofing / Insulation / Weather and Air Barriers	1. Self Perform - Bombshell Construction 2.	YES
Metal Panels and Trim	1. SMCI 2. David Hyde Associates	YES YES
Joint Sealants	1. Self Perform - Bombshell Construction 2.	YES
Doors, Frames, Hardware	1. Self Perform - Bombshell Construction 2.	YES
Glass & Glazing	1. Self Perform - Bombshell Construction 2.	YES
Drywall	1. Self Perform - Bombshell Construction 2.	YES
Painting	1. Self Perform - Bombshell Construction 2.	YES
Graphics and Signage	1. Self Perform - Bombshell Construction 2.	YES
Toilet Accessories / Misc. Specialties	1. Self Perform - Bombshell Construction 2.	YES
~~Play Equipment Installation~~	~~1.~~ ~~2.~~	
Plumbing	1. WM Mahn 2.	YES

HVAC / Mechanical	1. Crystal Heating & Cooling 2.	YES
Electrical	1. Warren County Electric 2. Reinhold	YES YES
Earthwork	1. JTL 2. Rich Gullet & Sons	YES YES
Concrete Paving	1. HS Concrete Contracting 2. Waddell Concrete	YES YES
Asphalt Paving	1. E. Meier Contracting 2. Brewster Companies	YES YES
Synthetic Surfacing	1. GeoSurfaces 2. The Playground Consultants	YES YES
Landscaping	1. Sunnyside Nursery 2. Midwest Turf	YES YES
Stewardship Program	1. Sunnyside Nursery 2. Midwest Turf	YES YES

PROPOSED PROJECT TEAM

1. Identify the proposed primary Project Team members and their role in the project.

Name	Role	percent time to this project
Andrew Daub	Owner / Construction Supervisor	20 %
Briar Broeker	Project Manager	40 %
Wade Coleman	Project Manager	95 %

Justin Schmidt	Estimator / Project Manager	20 %
		%

Submitted By:

Bidder: Bombshell Construction Services

Address: 641 Viola Lane
Eureka, MO 63025

Business Telephone: 314-809-2629 Fax Number: N/A

Typed/Printed Name: Andrew Daub

Authorized Signature:

Title: Owner / Construction Supervisor

(Seal - if bid by a corporation)

Date: 06/25/2026

CERTIFICATION OF NON-SEGREGATION

By submission of this bid I certify that I do not maintain or provide for my employees any segregated facilities at any of my establishments, and that I do not permit my employees to perform their services at any location, under my control, where segregated facilities are maintained. I certify further that I will not maintain or provide for my employees any segregated facilities at any of my establishments, and that I will not permit my employees to perform their services at any locations, under my control, where segregated facilities are maintained. I agree that a breach of this certification is a violation of the Equal Opportunity clause in this contract. As used in this certification, the term "segregated facilities" 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 which are segregated by explicit directive or are in fact segregated on the basis of race, color, religion or national origin because of habit, local custom or otherwise. I further agree that I will obtain identical certifications from proposed subcontractors prior to the award of subcontracts exceeding $10,000 which are not exempt from the provisions of the Equal Opportunity clause; that I will retain such certifications in my files, and that I will forward this notice to such proposed Contractors.

Bidder name: Bombshell Construction Services

Signature of authorized representative: 

Printed name of authorized representative: Andrew Daub

Date: 06/25/2026

ANTI-COLLUSION AFFIDAVIT

STATE OF MISSOURI)

) SS

COUNTY OF St. Louis County ,

)

I Andrew Daub, state that I am the Owner / Construction Supervisor (sole owner, president, manager, member) of Bombshell Construction Services the entity making the foregoing bid and state under penalty of perjury that:

1. this bid is not made in the interest of or on behalf of any undisclosed person or other entity;
2. this bid is genuine and not in collusion with any other person or entity and is not a sham;
3. this bidder has not directly or indirectly induced or solicited any other bidder to submit a false or sham bid;
4. this bidder has not directly or indirectly colluded, conspired, connived, or agreed with any other bidder or any other person or entity to submit a sham bid;
5. this bidder has not directly or indirectly colluded, conspired, connived, or agreed with any other bidder or any other person or entity to not submit a bid;
6. this bidder has not in any manner, directly or indirectly, sought by agreement, communication or conference with any other person or entity to fix the bid price of this bidder or of any other bidder, or to fix any overhead, profit or cost element of the bid price, or of that of any other bidder, or to secure any advantage against the City of Saint Charles, Missouri or any person or entity interested in the Project contract;
7. all statements contained in this bid are true; and
8. this bidder has not, directly or indirectly, submitted its bid price or any breakdown thereof, or the contents thereof, or divulged information or data relative thereto, or paid and will not pay any fee in connection therewith to any person or entity.
9. Bidder name: Bombshell Construction Services

Signature of authorized representative: 

Printed name of authorized representative: Andrew Daub

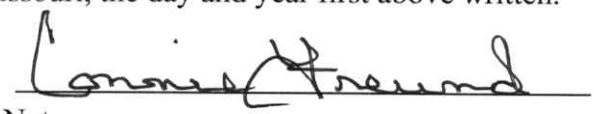
Date: 06/25/2026

(Corporate acknowledgement) STATE OF MISSOURI)
)
ss COUNTY OF _____)

On this 25 day of June, 20 26, before me, Connie Freund, a Notary Public in and for said state, personally appeared Andy Daub, (name of officer)

Owner / Construction Supervisor (title of person) Bombshell Construction (name of corporation), known to me to be the person who executed this Anti-collusion Affidavit in behalf of said corporation and acknowledged to me that he or she executed the same for the purposes therein stated.

IN TESTIMONY WHEREOF, I have hereunto set my hand and affixed my official seal in the County of St. Charles and State of Missouri, the day and year first above written.



Notary

My Commission Expires: 11/18/2028

Connie Freund
Notary Public, Notary Seal
State of Missouri
Franklin County
My Commission Expires 11/18/2028
Commission # 18478559

SUBCONTRACTOR CERTIFICATION REGARDING AFFIRMATIVE ACTION

Certification regarding Affirmative Action and Equal Opportunity: The bidder and each subcontractor certifies:

1. Affirmative Action Program: That it has developed and has on file at each of its establishments affirmative action programs pursuant to 41 CFR Part 60-2.
2. Equal Opportunity Clause: That it has participated in a previous contract or subcontract subject to the equal opportunity clause set forth in 41 CFR Part 69-1.4 and Executive Order No. 11246.
3. Compliance Reports: That it has filed with the Joint Reporting Committee, the Director of the Office of Federal Contract Compliance Programs and his designate, or the Equal Employment Opportunity Commission, all reports due under the applicable filing requirements contained in 41 CFR Part 60-1.

If the text of the certification above is incorrect, the bidder or subcontractor making the certification shall correct it below:

_____

_____

_____

NOTE: This certification applies to and must be executed by each bidder or proposed subcontractor if the proposed contract or subcontract on this Project will equal or exceed $10,000 or that the bidder or subcontractor has contracts or subcontracts on federally assisted projects in any 12-month period which have or can reasonably be expected to have, an aggregate total value exceeding $10,000. See, 41 CFR Part 60-1.5(a)(1). It is a duty and contract obligation of the successful bidder to insure that each of its subcontractors, which meet this criterion, executes and submits this certification.

Company: Bombshell Construction Services

By:  Date: 06/25/2026

Title: Legacy Farms Park Phase One

AFFIDAVIT OF WORK AUTHORIZATION

The grantee, sub grantee, contractor or subcontractor who meets the section 285.525, RSMo definition of a business entity must complete and return the following Affidavit of Work Authorization.

Comes now Andrew Daub (Name of Business Entity Authorized Representative) as Owner / Construction Supervisor (Position/Title) first being duly sworn on my oath, affirm Bombshell Construction Services (Business Entity Name) is enrolled and will continue to participate in the E-Verify Federal Work Authorization program with respect to employees hired after enrollment in the program who are proposed to work in connection with the services related to Legacy Farms Park Phase One (Bid/Grant/Sub grant/Contract/Subcontract) for the duration of the grant, sub grant, contractor, or subcontractor, if awarded in accordance with subsection 2 of section 285.530, RSMo. I also affirm that Bombshell Construction Services (Business Entity Name) does not and will not knowingly employ a person who is an unauthorized alien in connection with the contracted services related to Legacy Farms Park Phase One (Bid/Grant/Sub grant/Contract/Subcontract) for the duration of the grant, sub grant, contract, or subcontract, if awarded.

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

Authorized Representative's Signature	Andrew Daub Printed Name
Owner / Construction Supervisor Title	06/25/2026 Date

Subscribed and sworn to before me this 25th (Day) of June, 2026 (Month, Year). I am Commissioned as a notary public within the County of Franklin, State of Missouri and my commission expires on Date 11/18/2028

Connie Freund Signature of Notary	6/25/2026 Date

Connie Freund
Notary Public, Notary Seal
State of Missouri
Franklin County
My Commission Expires 11/18/2028
Commission # 18478559

AFFIDAVIT OF WORK AUTHORIZATION

(Continued)

CURRENT BUSINESS ENTITY STATUS

I certify that Bombshell Construction Services (Business Entity Name) **MEETS** the definition of a business entity as defined in section 285.525, RSMo pertaining to section 285.530, RSMo as stated above.

Andrew Daub

Authorized Business Entity Representative's Name (Please Print)

Authorized Business Entity Representative's Signature

Bombshell Construction Services

Business Entity Name

06/25/2026

Date

As a business entity, the grantee, sub grantee, contractor, or subcontractor must perform/provide the following. The grantee, sub grantee, contractor, or subcontractor shall check each to verify completion/submission:

- Enroll and participate in the E-Verify Federal Work Authorization Program (Website: http://www.dhs.gov/e-verify; Phone: 888-464-4218 Email: e-verify@dhs.gov) with respect to the employees hired after enrollment in the program who are proposed to work in connection with the services required herein;

  AND

- Provide documentation affirming said company's/individual's enrollment and participation in the E-Verify Federal Work Authorization Program. Documentation shall include a page from the E-Verify Memorandum of Understanding (MOU) listing the grantee's, sub grantee's, contractor's. or subcontractor's name and the MOU signature page completed and signed, at minimum, by the grantee, sub grantee, contractor, or subcontractor and the Department of Homeland Security – Verification Division; (if the signature page of the MOU lists the grantee's, sub grantee's, contractor's, or subcontractor's name, then no additional pages of the MOU must be submitted).

PROOF OF LAWFUL PRESENCE - 208.009 RSMO

Those contracting with the City of Saint Charles are considered applicants for "public benefit" and therefore must provide affirmative proof that the applicant is lawfully present in the United States. *Public benefit* is defined as any grant, contract, or loan provided by a local government.

Affirmative proof of lawful presence shall include a copy of the applicant's Driver's License or any document issued by the
Federal government that confirms lawful presence in the United States.

Penalties under state law for fraudulently obtaining public assistance benefits may include, but are not limited to, imprisonment, fines, and discontinuation of benefits and recovery of benefits fraudulently obtained. Certification must be renewed with the City annually.

Contractor shall indemnify and hold harmless the City of Saint Charles and its officials, agents and employees from all costs and liabilities incurred as a result of Contractor's failure, or failure of its employees, agents or Subcontractors, to comply with Section 208.009 RSMo regarding contracts with public entities, to the extent the same are applicable during the term of this Agreement.

Business Name: Bombshell Construction Services

Daub	Andrew	N/A	N/A
Last Name	First	Initial	Maiden Name

641 Viola Lane
Address (Street Name & Number)

Eureka	MO	63025
City	State	Zip Code

10/28/1979
Date of Birth (MM/DD/YYYY)

Signature

06/25/2026
Date

(Check all that apply to signer and company):
- ❑ A Citizen of the United States
- ❑ A Lawful Permanent Resident
- ❑ Company uses e-Verify to Hire New Employees
- ❑ All Employees are authorized to work in U.S.

- ❑ I have attached documentation
- ❑ I cannot provide documentation and need a copy of the Affidavit of Citizenship for Eligibility for Public Benefits form

CITY STAFF- Record the title and expiration date of either: one document from Column A *or* a Missouri driver's license (Column B) *or* one document from Column C as listed in the Notice to Applicants for Public Benefits and attach a copy of the documentation.

A -MoDOR Accepted Documentation		B - MO Driver's License		C - Other Federal Documentation
Document:_____ Expiration: _____	Or	T981107274 Missouri Driver's License ☑ Expiration: 10/29/2025	Or	Document:_____ Expiration: _____

CERTIFICATION: I certify that I have examined the document(s) regarding citizenship or residency presented by the above-named applicant.*

Signature of City Staff Person:	Print Name:	Date:

***NOTE TO CITY STAFF**: If sufficient documentation was not presented, **do not sign** the certification above. Instead, please give applicant a copy of the Affidavit of Citizenship for Eligibility for Public Benefits form and attach any completed Affidavit to this document.

END: SUPPLEMENTAL BID INFORMATION

EXHIBIT D
SCOPE OF WORK

General Contractor Scope of Work
REVISED 06.15.26

The Owner's Representative (OR) referred to below is Navigate Building Solutions, LLC. The Owner referred to below is the City of St. Charles, MO, by and through its Parks and Recreation Board. The Contractor referred to below is the General Contractor. This bid package includes, but is not limited to, the following:

1. Scope shall include all work outlined by the project documents (plans and specifications) issued by SWT Design, dated May 7, 2026 (including Civil Plans dated June 1, 2026), along with subsequent bid addenda issued by SWT Design.

2. Review all drawings and specifications and accept responsibility for requirements, general notes, notes, specifications, and details as they relate to this scope of work. This Contractor and all subcontractors will be responsible to review all specifications and drawings.

3. This Contractor shall include in the Base Bid price remediation of expansive soils beneath footings and floor slabs at the Pavilion and Comfort Station per the Geotechnical Report by SCI Engineering, Inc. dated February 2026. Over excavations should be backfilled with properly compacted low plastic soil or 1" minus crushed limestone.

4. Contractor is aware of the potential for Liquidated Damages. Contractor shall be responsible to maintain scheduled items for the Contractor's work as included in the Master Project Schedule below. Contractor shall reference AIA 101 and AIA 201 documents included in the bid documents. Contractor agrees to pay the Owner, or to deduct from the Contract Sum, not as a penalty, but as liquidated damages, the amounts listed in the contract drafts provided.

5. The AIA 101 and AIA 201 contract forms will be modified from their original versions. See bid documents for the modified versions that will be used as the basis for the contract with the successful bidder. Contractor shall read and agree to these documents as part of the bid process.

6. Upon execution of this contract, this contractor must submit to the OR a detailed critical path baseline construction schedule outlining each construction activity and phase. This schedule must fall within the master project schedule outlined below and be submitted no later than ten (10) work days following execution of the contract. Contractor is required to provide updated work schedules on a weekly basis. Contractor's detailed activity schedule/critical path schedule shall adhere to the Project Master Schedule. Should the Contractor fall behind schedule by more than 5 work days due to the fault of this Contractor, the Contractor shall provide a recovery schedule to the Owner's Representative within 5 days of request by the Owner's Representative.

Master Project Schedule Milestone Dates:

a.	Invitation for Bid issued	June 3, 2026
b.	Pre-Bid Meeting	June 12, 2026, 9:00 AM
c.	Bid RFIs Due	June 16, 2026, 5:00 PM
d.	Bids Due and Opening	June 24, 2026 at 2:00pm
e.	Supplemental Bid Documents Due	June 25, 2026 at 2:00pm
f.	Post-Bid Conferences, if necessary	June 30, 2026 (PM)
g.	Council Approval of Contractor	July, 2026
h.	Fully Executed Contract Issued	July, 2026

i.	Notice to Proceed (Day 1)	July, 2026
j.	All submittals due to Architect	Within 90 calendar days of contract award
k.	Sub. Completion/Punchlist Populated All Life Safety Inspections and Occupancy Inspections to be completed on or before Substantial Completion date.	March 31, 2027
l.	Final Completion / Completion of Punchlist	30 calendar days after Substantial Completion

7. Contractor accepts all risks associated with adverse weather. No time extensions will be granted related to claims of adverse weather. No claims for extra costs will be granted related to adverse weather and/or taking action to deal with adverse weather and/or the effects of adverse weather. All provisions in the A101 and A201 otherwise respecting weather are superseded by this provision, and are of no force and effect.

8. Contractor to provide and maintain weather protection for material and work as required by the project schedule. Contractor to also provide any cold or hot weather measures for weather sensitive materials like concrete, masonry, roofing materials, air/vapor barrier, etc. This shall include but is not limited to tenting and heating for masonry installation. Delays will not be awarded for construction activities impacted by hot/cold temperatures. If wet site conditions are hindering the progress onsite and access for trades, this Contractor shall provide temporary rock access to those areas to maintain the project schedule.

9. Any claims for delay to critical path activities shall be submitted to the Owner's Representative within 24 hours of occurrence, identifying the event and the impacted critical path activity. The Owner's Representative will review to determine if the claim will be considered a valid delay. Each day claimed shall be tracked on a log for review at the bi-weekly Owner meetings.

10. Contractor is required to provide detailed work schedule (short term schedule) on a bi-weekly basis. Contractor's detailed work schedule shall adhere to the Master Project Schedule and the accepted contractual project duration. Contractor shall meet the requirements of the Master Project Schedule.

11. Contractor is required to hold their alternate pricing that was included in the bid form for six (6) months after the bid date, unless noted otherwise in the alternate description. Contractor will notify OR when decisions need to be made regarding the acceptance of bid alternates in order to maintain deliveries, installation, and the Master Project Schedule.

12. The Master Project Milestone Dates include all work proposed in the Bid Alternates. No time extensions will be granted for accepted Alternates.

13. Contractor shall provide required notice to the Department of Labor prior to beginning work.

14. Contractor (or its subcontractors) is responsible for all permits, if required and fees required by state, county, local, regional, and federal authorities and agencies associated with this scope of work. This Contractor is required to comply with all permit requirements and inspection requirements associated with such permits. This Contractor is also required to obtain a Business License from The City of St. Charles (if applicable). **THE CITY OF ST. CHARLES SHALL WAIVE ALL CITY OF ST. CHARLES PERMIT FEES FOR THIS PROJECT.**

15. General Contractor will install, maintain, and remove all SWPPP scope of work. Contractor will provide all SWPPP reports per MDNR standards. Provide SWPPP reports to the Owner's Representative on a weekly basis and immediately following each rain event.

16. Immediately upon award, this Contractor shall submit any proposed revisions to Site Logistics Plan for review. The Owner, OR, Contractor, and Architect will meet to review and discuss site logistics and finalize

an agreed upon plan of action for construction parking, office/storage containers, temporary toilets, temporary site fence, street and sidewalk closures, etc.

17. Contractor to provide construction trailer with table and chairs within the trailer for OAC meetings.

18. All material must be stored within the limits of disturbance. No storing of materials is allowed beyond the limits of disturbance or adjacent to the site.

19. Perform all work in accordance with OSHA standards (including OSHA 10-hour requirement).

20. Contractor will be responsible for supply/install/maintenance/removal of temporary fencing, a construction entrance, and construction parking area. See Logistics Plan for details.

21. Contractor will be responsible for coordinating with Explorer Pipeline and adhering to their Construction Policies as noted in the Bid Documents (specifically reference page C15.2). Contractor will be responsible for coordinating equipment weights and potholing Explorer Pipeline if deemed necessary by the Utility.

22. Coordinate all work with the Owner's Representative.

23. Bi-weekly meetings at the jobsite will be held with the Owner's Representative. The work of this contractor must be performed in accordance with the decision and schedules formulated at these meetings so as not to delay the work. The Contractor's Project Manager and Foreman/Superintendent must be present at these meetings. The Owner's Representative will keep minutes of these meetings.

24. Weekly meetings at the jobsite MUST be held with this contractor and its subcontractor's Foreman/Project Managers to coordinate installation of all systems. The Owner, Architect and the Owner's Representative shall be invited to all of these meetings and will attend at their discretion. This contractor shall keep minutes of these meetings and forward to the Owner's Representative for review weekly.

25. This Contractor shall provide all surveying and layout required to complete the work.

26. This Contractor to ensure all neighboring property services will not be disrupted. Should there be any impact to service this work must be performed after business hours and/or during weekends.

27. This Contractor is responsible for locating all public and private utilities.

28. This Contractor is responsible for temporary utilities necessary for construction. This includes but is not limited to coordination with the local utility and costs associated with temporary build out and usage. This includes but is not limited to: gas, electric, sewer, water. Contractor is responsible for any backflow preventer costs/water usage costs for hydrant use.

29. Take note of nearest water source and the schedule for water line installation. If no water is available on site, provide alternate means for construction and tire wash down of trucks.

30. Pressure test and chlorinate site water lines. Provide test reports to Owner verifying acceptable pressures and chlorination. Coordinate with utility company / fire district and obtain approval from those parties as required.

31. Provide barricades, signage, flagging and flagman for traffic control and public safety during the execution of the work as necessary. Coordination of all road closures (full or partial) with OR and local AHJs to be the responsibility of the Contractor. Contractor will be responsible for any costs associated with lane closures.

32. Protect adjacent properties and utilities as required during the execution of this work.

33. Provide dust control during work activities.

34. Include water pumping and dewatering necessary to proceed with work being performed under this bid package. Refer to Geotechnical Report for any anticipated groundwater.

35. All areas must be left at the end of each day so that there is no standing water. Grade temporary swales to drain site, if necessary, to achieve this requirement.

36. Provide street cleaning to remove dirt, mud, and debris generated by the project site as needed to maintain a clean surface at existing roads.

37. This Contractor to cleanup all rubbish and debris from site on a daily basis. This includes off-site disposal of all rubbish and debris along with excess spoils, unsuitable materials, excess materials such as concrete, sand and masonry materials. Trucks or dumpsters to haul off material by this Contractor.

38. This Contractor shall furnish all dumpsters for the entire project and shall include cost to haul offsite and legally dispose of all construction rubbish and debris.

39. This Contractor shall maintain organized material storage and clear access routes.

40. This Contractor shall provide a heavy construction cleaning prior to punch list creation so all surfaces can be observed by the design team. Clean exterior and interior surfaces exposed to view; remove temporary labels, stains, putty, soil, paint and foreign substances from all surfaces, including glass and painted surfaces; polish transparent and glossy surfaces; clean equipment and fixtures to a sanitary condition; replace air filters in mechanical equipment; clean roofs, gutters, and downspouts; remove obstructions and flush debris from drainage systems; clean site; sweep paved areas and rake clean other surfaces; remove trash and surplus materials from the site; clean and polish all floors; clean and polish all hardware; and repair all Work damaged during cleaning.

41. Provide final cleaning of all buildings and site prior to occupancy. Include a final interior and exterior window cleaning at a time approved by the Owner's Representative in writing.

42. Contractor will provide temporary construction toilets for the project for all Contractors, visitors, etc.

43. Contractor will provide ice, cups and distribute drinking water as needed for workers performing this scope of work.

44. Provide all supervision, labor, tools, equipment and materials to complete the work.

45. Perform all unloading, loading, distribution and hoisting of materials for this scope of work.

46. Contractor is responsible for any coordination of staging or relocation for materials for this scope of work after initial unloading.

47. Full-time onsite superintendent is required when any Work is taking place.

48. This Contractor will be responsible for submitting daily logs containing the number of workers, equipment, work accomplished, daily weather, deliveries, visitors to the site, any inspections passed or failed, problems encountered, and other relevant data as may be required. These reports must be emailed to the OR daily, within 24 hours of work performance, utilizing an electronic application.

49. Contractor is solely responsible for site/project safety for this scope of work.

50. Contractor to maintain Site Specific Safety Plan which shall be completed and kept in their job trailer at all times. Site Specific Safety Plan shall be submitted to the Owner and OR prior to the start of Work.

51. Contractor to furnish first aid and safety supplies as needed for this scope of work.

52. No smoking shall be allowed inside buildings.

53. Soil testing, concrete testing and the Special Inspections listed on structural plans shall be performed by Owner's consultant and paid for by Owner. Contractor will assist and coordinate/schedule with the agency to perform onsite testing work as needed/required by the documents. If the agency must re-test or re-inspect for failed tests/inspections or if the Contractor fails to notify the testing agency of a cancelled test/inspection, this Contractor shall compensate the Owner for such tests.

54. The Contractor shall use a construction project management software program for coordination of project RFIs, submittals, change orders, etc. Contractor shall be the administrator and maintain all records in the program, and shall grant access to the Owner, OR and design team members. Include the cost associated with the use of such program. At the completion of the job, Contractor shall download and transmit to the Owner all final submittals, RFI's and meeting minutes from the software program.

55. This Contractor must prepare and make available upon request a Procurement Log for this scope of work for all long lead materials and equipment. Procurement Log must include date of order, date of confirmation of order, expected delivery date, actual delivery date, and comments noting any changes to dates and reasons for change. Procurement log will be reviewed at the bi-weekly OAC meetings. No change orders will be issued for material cost increases or impacts of tariffs that occur during the project.

56. This Contractor shall produce a submittal log at the beginning of the project that is populated with all of the required submittals for this scope of work and assign due dates for submission to the Architect and due dates for return from the Architect. This log must be submitted to the OR and Architect for review on a bi-weekly basis.

57. The Project Milestone Dates identify when all submittals shall be submitted for review. This milestone does not relieve the Contractor of completing select submittals sooner, as needed to meet the overall project schedule for installation of the work.

58. This Contractor shall organize and arrange for pre-installation meetings for this scope of work for all major scopes of work with the subcontractors and manufacturers prior to commencement of those activities and invite the Owner, Architect, and OR to all pre-installation meetings. This contractor shall keep minutes of those meetings and forward to the OR and Architect for review.

59. Provide photographs of all below slab, in slab, and in-wall rough in. Organize photos electronically and label with location. Submit 'rough in photograph' package at the end of the project. OR may ask for progress photos during project as needed for reference or coordination.

60. This Contractor shall arrange, schedule, organize and video tape as it pertains to this scope of work all equipment start-ups and Owner Training sessions per contract documents.

61. This Contractor must populate a closeout log and submit to the OR and Architect for review to verify that all required items have been included. Once approved, this log will be used to track required closeout items prior to final payment. This contractor is highly encouraged to submit O&M requirements as soon as possible in advance of final acceptance to help eliminate delay in payment.

62. Clean all HVAC coils and replace all filters with new filters at the time of building turnover to the Owner.

63. All ductwork ends to be sealed before arriving at site and seals at end of runs to be maintained.

64. This Contractor will compile for the Owner a 'record set' of all documents and drawings, as it pertains to this scope of work, for the project at Substantial Completion. This shall be 'red-lined' copies of all project

changes throughout the course of the project to identify all systems as they were actually installed on the project for the Owner's records. These must be electronically recorded and submitted to the Owner in pdf format.

65. Unit prices provided on the Bid Form and incorporated into the contract shall apply to the condition described in the unit price, regardless of which subcontractor performs the work or when the work is being performed.

66. Construction work shall only be allowed during hours permitted by the City of St. Charles and St. Charles County. If Contractor opts to work outside of those hours, they must contact the City and the County to obtain permission, and also obtain permission from Owner.

67. During the warranty period of the project, this Contractor shall document, maintain and update a Warranty Log of all warranty items, weekly, to be shared with the Client and OR. Contractor shall acknowledge the Owner's warranty call within 4 hours and keep the Owner apprised of the resolution status. Any issue that interferes with regular operations shall be considered as urgent / emergencies. Contractor to provide a 24-hour on-call service for such urgent or emergency items.

68. The Owner, Architect, and OR will be very stringent on the quality of exposed concrete floors during punch list. It is ultimately in this Contractor's scope of work to protect all finish products through education, signage, and temporary protection. Proper concrete protection from staining must be observed and will be enforced. Steel must not be placed on slab to avoid staining. Diaper hydraulic powered equipment to avoid oil and gasoline staining. Pipe cutting machines shall not be used on the concrete slabs were exposed. Any rubber-tired traffic shall be kept at a minimum and shall be protected with drop cloths.

69. Plan concrete floor pours such that a single pour covers any continuous area of architecturally exposed concrete, stained concrete, or polished concrete floors.

70. No lignite to be allowed in any interior or exterior flatwork concrete.

71. Strip topsoil, stockpile, and stabilize until ready for use. Spread topsoil to the depth required by Civil and Landscape drawings and specifications.

72. Contractor will be responsible for providing a one-year landscape maintenance service to the Owner. Reference Project Specifications for additional information.

73. Contractor will be responsible for installing a cover crop per the Project Documents. Contractor will be responsible for soil sampling and testing in order to confirm cover crop planting mix. Reference Project Specifications for additional information.

74. No change orders will be awarded for additional forming or additional concrete in over excavated footings.

75. Provide a mockup per documents of the building envelope materials and construction techniques. The mockup should reflect the project document details and be installed exactly as indicated on the drawings. The purpose of the mockup is to not only review and achieve an approval of the materials, but also to ensure the transition of the materials results in a good water tight condition. Contractor to follow the mockup guidelines outlined in the project documents. If the Contractor questions a detail provided, it should be submitted as an RFI and discussed with the project team prior to the construction of the mockup.

76. Play equipment must be delivered to the site no later than December 1, 2026 to avoid storage fees. Play equipment installing contractor is responsible for coordinating delivery, offloading, equipment for offloading, staging, inventory, and cleaning of equipment after it is installed.

77. Play equipment foundations to be figured as direct bury in all locations. Reference specifications for additional information. Play equipment installation scope is to include a complete scope of work including but

not limited to foundation excavation, foundation installation, foundation backfill, any necessary grounding, any necessary grouting, etc. Play equipment installation scope also includes performing/coordinating necessary testing/inspections of equipment after installation is complete. Alternate #1 is to include Factory Certified installation by a Landscape Structures Inc Certified Installer. Optional Alternate #2 includes installation by a qualified installer. If the Contractor elects to submit pricing for Alternate #2, qualifications of the qualified installer must be submitted with the Bid Form. Qualifications to include but not limited to number of installers working for the company, a list of projects completed by installer in the past 5 years with similar equipment (project name, client, architect, equipment installed, equipment manufacturer, and installation contract value to be listed for each project), installer certifications, and a sample COI with possible coverage limits.

78. Play equipment installation alternates are NOT to include installation of related playground site features as shown on the drawings, including but not limited to curbing, base materials, grading, drainage, and play surfacing. These items are to be included in the Contractor's Base Bid.

79. Contractor will be responsible for maintenance of plantings and turf areas until the contractual Substantial Completion date. Reference specifications for details associated with Contractor provided Stewardship.

80. All disturbed landscape areas must be replaced to their pre-construction condition at the end of the project unless noted otherwise in the Project Documents. This includes areas disturbed by this Contractor outside of the parcel boundary, on adjacent properties, along the ROW, and outside the limits of disturbance.

81. Contractor must include Professional Liability and errors and omissions insurance for the design-build scopes of work (delegated design) that are required by specifications to be designed by a Professional Engineer. Drawings and calculations shall be signed and sealed by a Professional Engineer registered in the State of Missouri.

82. Temporary advertisement signs must be approved by the Owner prior to installation.

83. Material testing shall be performed and paid for by the Owner. Contractor will assist and coordinate with the testing agency to perform required onsite testing work.

EXHIBIT E
CHANGE ORDER CALCULATIONS

Change Order Calculations

The maximum that will be allowed for overhead and profit on changes in work shall be as follows, expressed as a percentage of the basic cost of the change. The allowable percentages for profit or overhead may be less, depending on the nature, extent or complexity of the change, where the percentage is not commensurate with the responsibility and administration involved (such as the Contractor merely processing substantial Change Order to a Subcontractor) but in no event shall they exceed the following:

To the Contractor and/or its Subcontractor for work performed with their own forces 12%
To the Contractor for work performed by other than its own forces 5%
To the Subcontractor/Supplier for work performed with their own forces 12%
To the Subcontractor/Supplier for work performed by other than its own forces 5%

Not more than above specified percentages for overhead, bond, insurance, profit and commission will be allowed to be added to the basic cost, regardless of the number of tiers of Contractors, Subcontractors or Sub-subcontractors.

The burden on labor may be indicated as a dollar/cents addition to the hourly rate or may be expressed as a percentage of the extended hourly rate costs. If required by the Owner, the Contractor shall provide a detailed breakdown to justify the labor burden. The Owner reserves the right to reject any labor burden which is inconsistent with other similar contractors or where the cost of fringe benefits are in excess of established labor agreements.

Material, equipment, and supply costs shall be quoted at the actual cost to the Contractor, or Subcontractor. Upon request, the Contractor (or Subcontractor) shall submit evidence to substantiate the costs. Said costs shall be quoted at trade discount prices, with quantity discounts also applied where the quantities warrant. In any proposal with material, equipment and supply credit, the credit shall be based on the actual Contract cost of the material (including trade and quantity discounts) less any charges actually incurred for handling or returning a material which has been delivered.

The percentages allowed for overhead and profit herein shall be deemed to include, and no further addition allowed the Contractor, Subcontractor or Sub-subcontractors for: (1) field and office supervision and administration, including the field superintendent and non-working foremen; (2) general insurance; (3) use or replacement of tools; (4) shop burden; (5) engineering costs; (6) performance (guaranty) and labor/material payment bonds; (7) cost of safety measure (including those imposed by OSHA); (8) permits, unless a new permit type is required; (9) warranty work.

Cost changes shall be computed by determining the basic costs enumerated below (as further specified under this Subparagraph), to which the overhead may be added, then the profit figure may be added, and finally adding the sales tax on materials if allowable.

For changes in the Work, the cost shall be determined as provided under this section. The Contractor shall submit an itemized list of quantities with the applicable unit costs and extended price for each, in such form and detail as required by the Owner. As a minimum, the detailed breakdown shall include and indicate the items enumerated below. Items (a) and (b) constitute the cost of labor, and items (a), (b), (c) and (d) constitute the basic costs referred to under this section.

a)Labor costs, itemized by each trade involved, showing the hourly rates for each, and the hours required for the change. Labor rates shall be the same for extra and credit computations and shall be the actual rate paid the workmen in accordance with established management labor agreements.
b)Burden on labor, which shall be only the actual costs of mandatory fringe benefits required by established agreements, taxes on labor, worker's or workmen's compensation, insurance on labor as affected by payroll, unemployment taxes and insurance, including FICA and FUTA. No other

costs will be allowed as burden on labor.
c)Quantities of materials, equipment, and supplies, at their actual costs, with unit costs indicated.
d)The cost of subcontracted work, computed in the same way as provided for under this section.
e)Overhead, profit and commission as set forth herein.
f) Applicable sales tax on materials, added after the above computations are complete.

Subcontractors (or Sub-subcontractors) shall compute their costs in the same way and are subject to the same conditions of what may be included in the cost and the same maximum percentages for overhead and profit. To the Subcontractor's price, the Contractor may add up to a maximum of five percent (5%). For changes involving work of the Contractor with its own forces and work by a Subcontractor (or Sub-subcontractor), the commission shall be applied directly to the Subcontractor's price, with the overhead and profit figure applied only to the Work the Contractor performs with its own forces.

For changes involving both extra and credit amounts, the overhead and profit, or commission, shall be applied only to net difference where the extra exceeds the credit.

For changes resulting in a credit in the basic costs, a reasonable allowance for overhead, profit or commission may be required to be credited to the Owner, as approved by the Owner. In general, no credit for overhead, profit or commission will be required where the net change credit is minor or where the Change in Work indicates it is reasonable that no credit be allowed to the Owner due to the effort, cost or responsibility of the Contractor. In the event of substantial subcontract credits or for Work the Contractor does not provide or perform, a reasonable overhead, profit or commission credit shall be allowed to the Owner, as determined by the Owner.

Contractor may be directed to proceed in writing by the Owner or Owner Representative on a time and material basis for a change. In such case, the Contractor must notify Owner Representative when work is beginning, when it is complete and daily tickets must be submitted as backup documentation. Daily tickets to be signed daily and verified by the Contractor’s onsite superintendent and submitted daily to the Owner Representative. Any change order request submitted without these daily signed tickets will be rejected and will not be compensated.

Additional scope that is authorized to be completed on a T&M basis on behalf of the Owner, shall be documented as follows:

a) Contractor shall issue daily tickets identifying hours worked, classification of worker, materials used, internally or externally rented equipment, and subcontractors utilized.
b) The additional scope should be delineated from the base bid scope.
c) Hours worked shall be verified by the General Contractor’s Superintendent and/or Authorized Owner’s Representative and indicated by signature on daily work tickets.
d) There should be a separate ticket for each day that additional scope of work takes place.
e) Unit costs, material costs and rental rates will be evaluated according to typical market value.
f) The contractor is responsible for expending costs with the Owner’s best interest in mind.

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EXHIBIT F
CONTRACT DOCUMENT LOG

Sheet Number	Sheet Name	Date Issued
G-000	COVER	5/7/2026
G-001	NOTES	5/7/2026
C-1	CIVIL COVER SHEET	5/7/2026
C-2	OVERALL SITE PLAN	5/7/2026
C-3	PARTIAL SITE PLAN	5/7/2026
C-4	PARTIAL SITE PLAN	5/7/2026
C-5	PARTIAL SITE PLAN	5/7/2026
C-6	PARTIAL SITE PLAN	5/7/2026
C-7	PARTIAL SITE PLAN	5/7/2026
C-8	PARTIAL GRADING PLAN	5/7/2026
C-9	PARTIAL GRADING PLAN	5/7/2026
C-10	PARTIAL GRADING PLAN	5/7/2026
C-11	PARTIAL GRADING PLAN	5/7/2026
C-12	PARTIAL GRADING PLAN	5/7/2026
C-13	SANITARY PROFILE AND DETAILS	5/7/2026
C-13.1	SANITARY DETAILS	5/7/2026
C-14	STORM PROFILES AND DETAILS	5/7/2026
C-15	SITE DETAILS	5/7/2026
C-15.1	SITE DETAILS/DOWNSPOUT DETAILS	5/7/2026
C-15.2	SITE DETAILS EXPLORER PIPELINE	5/7/2026
C-16	WATER DETAILS	5/7/2026
C-17	WATER DETAILS	5/7/2026
C-18	STORM WATER POLLUTION PREVENTION PLAN	5/7/2026
C-19	PRE-DEVELOPED DRAINAGE AREA MAP	5/7/2026
C-19.1	POST-DEVELOPED DRAINAGE AREA MAP	5/7/2026
L-100	SITE REFERENCE KEY PLAN	5/7/2026
L-101	MATERIAL PLAN - NORTH AREA	5/7/2026
L-102	MATERIAL PLAN - EAST AREA	5/7/2026
L-103	MATERIAL PLAN - WEST AREA	5/7/2026
L-104	MATERIAL PLAN - SOUTH AREA	5/7/2026
L-105	MATERIAL PLAN - WET BASIN AND SWALE AREA	5/7/2026
L-130	SOILS PLAN - NORTH AREA	5/7/2026
L-131	SOILS PLAN - EAST AREA	5/7/2026
L-132	SOILS PLAN - WEST AREA	5/7/2026
L-133	SOILS PLAN - SOUTH AREA	5/7/2026
L-134	SOILS PLAN - WET BASIN AND SWALE AREA	5/7/2026
L-140	PLANTING KEY PLAN	5/7/2026
L-141	TREE PLANTING ENLARGEMENT	5/7/2026
L-150	UNDERSTORY PLANTING PLANS	5/7/2026
L-160	SEED PLAN - NORTH AREA	5/7/2026
L-161	SEED PLAN - EAST AREA	5/7/2026
L-162	SEED PLAN - WEST AREA	5/7/2026
L-163	SEED PLAN - SOUTH AREA	5/7/2026
L-164	SEED PLAN - WET BASIN AND SWALE AREA	5/7/2026
L-400	PLAYGROUND ENLARGEMENT	5/7/2026
L-401	SITE ENLARGEMENTS	5/7/2026
L-402	SITE ENLARGEMENTS	5/7/2026
L-500	HARDSCAPE DETAILS	5/7/2026
L-501	HARDSCAPE DETAILS	5/7/2026
L-510	PLAYGROUND DETAILS	5/7/2026
L-511	PLAY TUNNEL SECTIONS	5/7/2026
L-512	PLAY TUNNEL DETAILS	5/7/2026
L-520	PLANTING DETAILS	5/7/2026
S001	GENERAL NOTES	5/7/2026
S002	GENERAL NOTES	5/7/2026
S003	ABBREVIATIONS AND SPECIAL INSPECTIONS	5/7/2026
S004	TYPICAL CONCRETE DETAILS	5/7/2026
S005	TYPICAL CONCRETE DETAILS	5/7/2026
S006	TYPICAL MASONRY DETAILS	5/7/2026
S007	TYPICAL MASONRY DETAILS	5/7/2026
S008	TYPICAL STEEL DETAILS	5/7/2026
S009	TYPICAL WOOD DETAILS	5/7/2026
A000	LEGEND, SYMBOLS, MOUNTING HEIGHTS AND ABBREVIATIONS	6/12/2026

M001	MECHANICAL LEGEND	6/12/2026
E001	ELECTRICAL LEGEND	5/7/2026
CS-S101	FOUNDATION PLAN	5/7/2026
CS-S102	ROOF FRAMING PLAN	5/7/2026
CS-S201	BUILDING SECTIONS	5/7/2026
CS-A101	FLOOR PLAN AND SCHEDULE	6/12/2026
CS-A120	ROOF PLAN AND RCP	6/12/2026
CS-A201	ELEVATIONS - EXTERIOR BUILDING	6/12/2026
CS-A301	BUILDING SECTIONS	6/12/2026
CS-A302	WALL SECTIONS	6/12/2026
CS-A303	WALL SECTIONS	6/12/2026
CS-A503	SECTION DETAILS	6/12/2026
CS-A601	DOOR SCHEDULE, TYPES, AND DETAILS	5/7/2026
CS-A602	WINDOW SCHEDULE, TYPES, AND DETAILS	6/12/2026
CS-P001	ABBREVIATIONS AND GENERAL NOTES	5/7/2026
CS-P101	PLUMBING UNDERFLOOR PLANS	5/7/2026
CS-P201	PLUMBING FLOOR PLAN - MAIN LEVEL	5/7/2026
CS-P500	PLUMBING DETAILS	5/7/2026
CS-P600	SCHEDULES	5/7/2026
CS-M101	MECHANICAL FLOOR PLAN AND SECTIONS	6/12/2026
CS-M600	MECHANICAL SCHEDULES	6/12/2026
CS-M700	MECHANICAL DETAILS	6/12/2026
CS-E100	ELECTRICAL SITE PLAN	5/7/2026
CS-E201	ELECTRICAL FLOOR PLANS - MAIN LEVEL	6/12/2026
CS-E600	LIGHTING FIXTURE, PANEL, EQUIPMENT SCHEDULES	6/12/2026
CS-E700	ELECTRICAL DETAILS	6/12/2026
P-S101	FOUNDATION PLAN	5/7/2026
P-S201	ROOF FRAMING PLAN	5/7/2026
P-S301	FOUNDATION DETAILS	5/7/2026
P-S302	ROOF FRAMING DETAILS	5/7/2026
P-S303	SECTIONS AND DETAILS	5/7/2026
P-S304	ELEVATIONS	5/7/2026
P-S305	STEEL FRAME ELEVATIONS	5/7/2026
P-A101	FLOOR PLAN - MAIN LEVEL	5/7/2026
P-A201	ELEVATIONS - EXTERIOR BUILDING	5/7/2026
P-A301	BUILDING SECTIONS	5/7/2026
P-A302	WALL SECTIONS	5/7/2026
P-A303	WALL SECTIONS	5/7/2026
P-E201	ELECTRICAL MAIN LEVEL AND ROOF PLANS	5/7/2026

Specifications: Invitation for Bid Project Manual
Addendum 001 Dated 06.15.26
Addendum 002 Dated 06.18.26
Addendum 003 Dated 06.19.26
Addendum 004 Dated 06.23.26

Item for Discussion 6. D.

St. Charles Parks and Recreation Board

MEMORANDUM

Date: June 29th, 2026

From: Chris Atkinson, Assistant Director of Parks & Recreation

RE: Approval of Contract with American Ramp Company for Legacy Farms Pump Track*

Summary:

Parks staff in coordination with our consultant team have been working with American Ramp Company (ARC) for the purchase and install of a small modular pump track that is included in Phase 1 of the Legacy Farms Park development. ARC is a nationally recognized leader in the design and construction of skate parks, bike parks and pump tracks of all sizes and budgets.

The Phase 1 park design includes a modular pump track that is located next to the playground, providing an additional recreational amenity for youth and families.

This purchase will be made through Sourcewell Contract #090425-ARC which provides competitively procured pricing for government agencies and satisfies the City's purchasing and competitive bidding requirements.

Site grading, access points and the aggregate base for the pump track are being completed by the projects General Contractor (GC) as part of the overall park construction contract. American Ramp Company will coordinate with the GC to complete the installation of the pump track.

Attached to this memo, and incorporated in the contract as Exhibit A, are renderings of the proposed pump and the associated pricing.

Since the purchase is over $15,000 Park Board approval is needed.

Staff requests favorable consideration of a contract with American Ramp Company to furnish and install the pump track for Legacy Farms Park in an amount not to exceed $51,861.44

CONTRACT AGREEMENT

This agreement, made and entered into as of the contract date last signed below by and between American Ramp Company., Party of the First Part, hereinafter called the "Contractor", and CITY OF ST CHARLES, MISSOURI, by and through its Parks and Recreation Board, Party of the Second Part, hereinafter called the "Owner".

WITNESSETH: That the Owner and the Contractor for the consideration hereinafter named agree as follows:

ARTICLE 1. Scope of Work:

The Contractor shall furnish all of the labor and materials and perform all of the work outlined in Quote #Q29652 titled "Pump Track Triple Threat" See Exhibit A (Attached).

ARTICLE 2. Time of Completion:

The work to be performed under this Contract shall be commenced as soon as the weather permits and shall be completed in __30__ working days.

It is mutually understood and agreed that time is the essence of this Agreement and in the event said work is not completed on or before the date named above for its completion, party of the first part, the Contractor, shall pay damages to the Owner of $150.00 per day. Those damages shall be used to pay the damages to the public affected by the project. Extra time shall in all cases be construed as the time required for completion after the date herein named. Extensions of time granted by the party of the second part, the Owner, for completion of the Contract on account of fire, strikes, or acts of Providence shall not be construed as extra time.

ARTICLE 3. The Contract Sum:

The Owner shall pay the Contractor for the performance of the Contract a sum, not-to-exceed Fifty-One Thousand Eight Hundred Sixty-One Dollars and Forty-Four Cents **($51,861.44)** for the performance of the Contract, subject to additions and deductions provided herein, in current funds based on the actual quantities of work completed under each line item at the unit prices named in the proposal attached hereto and made a part of these documents and this contract.

ARTICLE 4. Acceptance and Final Payment:

Upon satisfactory completion of the work as determined by final inspection, and when the final estimate has been prepared and certified by the Engineer, they will submit to the City a final certificate stating that the work has been completed, under the terms and conditions thereof, and the amount, based on the final estimate, remaining due the Contractor. The City will then accept the work as fully completed and will, not later than sixty (60) days thereafter pay the Contractor the entire sum so found due thereunder after deduction of all previous payments and all percentages and amounts to be kept and retained under provisions of this Contract; provided however, and it is understood and agreed, that as a precedent to receiving final payment, the Contractor shall submit to the City a sworn affidavit that all bills for labor, service, materials, and subcontractors have been paid and that there are no suits pending in connection with the work done or labor and materials furnished under the Contract as required in IB-11. All prior certificates and estimates, being approximate only, are subject to correction in the final estimate and payment. The Contractor with this contract hereby warrants all of the work done under this contract for a period of one (1) year following the completion of the project

If, after the work has been substantially completed, full completion thereof is materially delayed through no fault of the Contractor and the Engineer so certifies, the Owner shall upon certificate of the Engineer, and without terminating the Contract, make payment of the balance due for that portion of the work fully completed and accepted. Such payment shall be made under the terms and conditions covering final payment, and it shall not constitute a waiver of claims by the City.

ARTICLE 5. The Contract Documents:

The information for and instruction to bidders, the proposal, the bond, the general conditions of the contract, the specifications, and the drawings, together with the agreement, form the contract and they are as fully a part of this contract as if thereto attached or repeated.

ARTICLE 6. Choice of Law and Venue Provision:

Choice of Law: This contract shall be deemed to have been fully executed, made by the parties in, and governed by the laws of the State of Missouri for all purposed and intents. Venue shall be vested in courts of appropriate jurisdiction in St. Charles County, Missouri.

ARTICLE 7. Compliance with City Code:

Contractor shall be in compliance with all City Code of Ordinances, including Section 145.040 regarding the registration of sex offenders with the Police Department.

In accordance with City Code of Ordinance Section 145.160, neither the Contractor/Supplier or an affiliated business entity of the Contractor/Supplier shall: (1) be in arrears to the City on any taxes or debt; be in default of any contractual obligation to the City; (2) be in default as security or otherwise of any obligation to the City; or (3) be a party to a non-adjudicated, non-traffic related citation for a code violation. For complete text of Section 145.160, please contact the Purchasing Office.

ARTICLE 8. Transient Employer Obligations:

Every transient employer, as defined in Section 285.230 RSMo.,must post in a prominent and easily accessible place at the work site a clearly legible copy of the following: (1) the notice of registration for employer withholding issued to such transient employer by the director of revenue; (2) proof of coverage for workers' compensation insurance or self-insurance signed by the transient employer and verified by the department of revenue through the records of the division of workers' compensation; and (3) the notice of registration for unemployment insurance issued to such transient employer by the division of employment security. Any transient employer failing to comply with these requirements shall, under Section 285.234, RSMo., be liable for a penalty of $500 per day until the notices required by this section are posted as required by statute.

ARTICLE 9. Proof of Lawful Presence:

Contractor acknowledges award of this City Contract requires compliance with Section 208.009 RSMo. which requires Contractor to provide City with affirmative proof that he/she is a citizen or permanent resident of the United States or is lawfully present in the United States prior to the City awarding Contractor with this contract.

ARTICLE 10. Nondiscrimination:

Contractor agrees in the performance of this agreement that it will not discriminate against any employee or applicant for employment, in the selection and retention of subcontractors, or in procurement of materials and leases of equipment with regard to the work performed during this Contract, on the basis of race, creed, color, age, sex, national origin, ancestry, religion, or political opinion or affiliation.

ARTICLE 11. Compliance with Federal Work Authorization Requirements:

Contractor acknowledges award of this Contract requires compliance with Section 285.530(2) RSMo. (Cumm. Supp. 2008) regarding enrollment and participation in the federal work authorization program with respect to all persons working in connection with the contracted services. Contractor represents and warrants that it is in compliance with Section 285.530 at the time of award of this Contract. A sworn affidavit and supporting documentation affirming participation in a qualified work authorization program and that Contractor does not knowingly employ any person who is an unauthorized alien in connection with the services to be performed pursuant to this Contract is attached to this Contract and incorporated herein by this reference.

ARTICLE 12. Anti-Discrimination Against Israel Act Certification

Pursuant to Section 34.600 RSMo, as amended, Contractor, hereby certifies it is not currently engaged in and shall not, for the duration of this contract, engage in a boycott of goods or services from the State of Israel; companies doing business in or with Israel or authorized by, licensed by, or organized under the laws of the State of Israel; or persons or entities doing business in the State of Israel, or that this certification is not applicable as the value of this contract is less than $100,000 or Contractor has less than ten (10) employees.

ARTCILE 13. Re-Appropriations Clause

In the event the Park & Recreation Board shall not budget or appropriate, specifically with respect to this agreement on or before January 1, 2027 moneys sufficient to make all payments under this agreement, the City shall not be obligated to make those payments.

IN WITNESS WHEREOF the parties have to hereto executed this Agreement the date of the year first above written.

ST. CHARLES PARKS AND RECREATION BOARD

By: Date
President, Parks & Recreation Board.

Attest:

Anna Shy Date
Treasurer, Parks & Recreation Board.

CITY OF SAINT CHARLES, MISSOURI

By: Lawrence S. Dobrosky, Jr. Date
Director of Administration

Attest:

Kimberly Hudson Date
City Clerk

American Ramp Company

BY: 6-24-2026
Date

John Hunter CEO
(Please Print Name and Title)

CERTIFICATE OF DIRECTOR OF FINANCE

I certify that the expenditure contemplated by this document is within the purpose of the appropriation and the work program contemplated thereby, and that there is a sufficient unencumbered balance in the appropriation account and in the proper fund to pay the obligation.

Director of Finance Date

Exhibit A

601 S. McKinley Ave
Joplin, MO 64801
Toll-free: 800-RAMP-778
Local: 417-206-6816
Fax: 417-206-6888
sales@americanrampcompany.com

AMERICAN RAMP COMPANY

Quote #	Design #	Customer	Date
Q29652	8292	St. Charles, MO	6-19-2026

Item: 1
Obstacle: Pumptrack (Triple Threat)

Subtotal	$56,371.13
Sourcewell Discount	$4,509.69
Total	**$51,861.44**

Signature Date

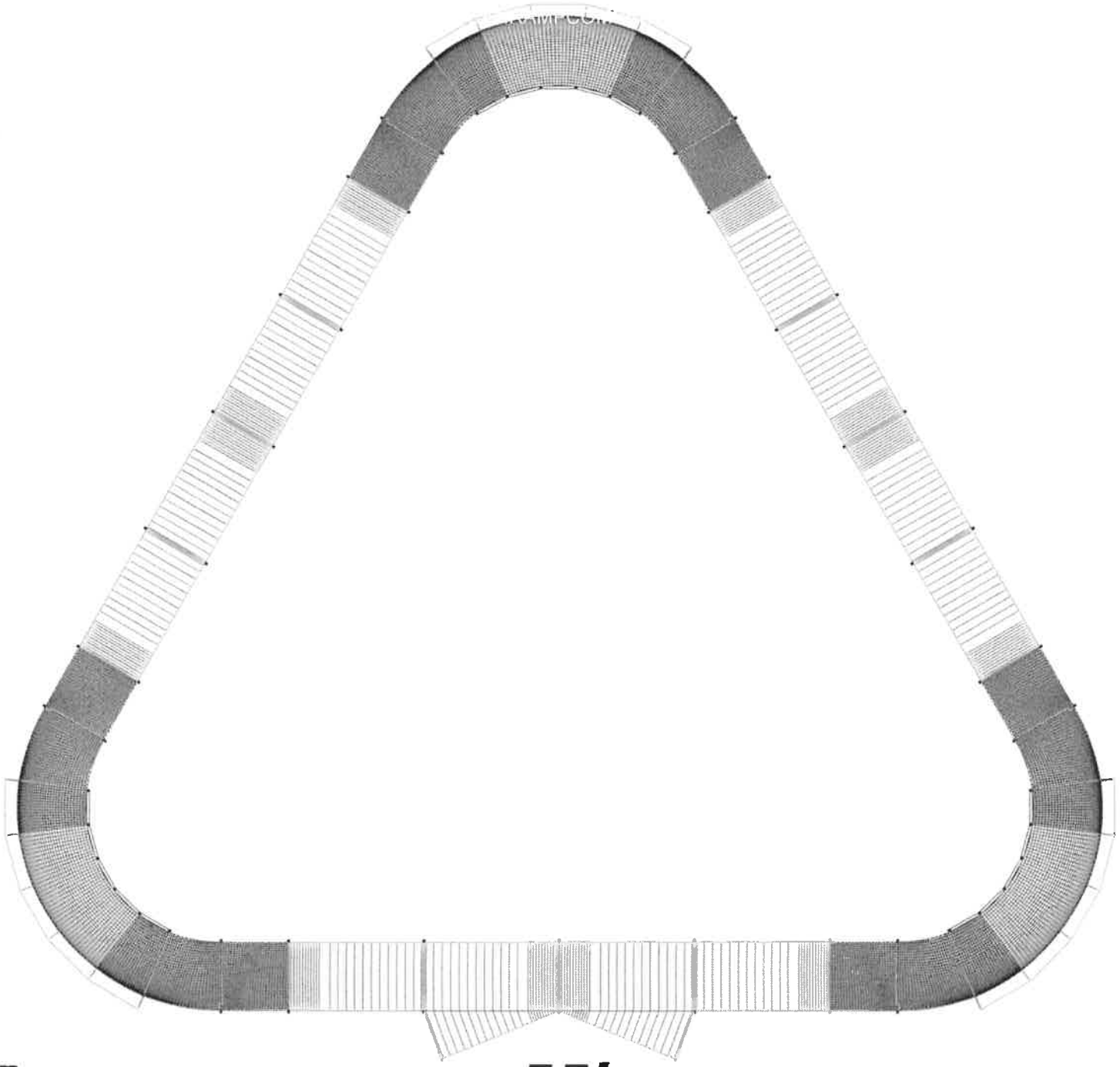
Notes:

- This turnkey quote includes Equipment, Shipping, and Installation.
- This quote includes a Sourcewell discount (if procured through Sourcewell Purchasing Co-Op).
- This quote includes prevailing wage.
- This quote does not include sales tax. If applicable, call for revised quote.
- Quote is good for 30 days.

Purchase through our competitively bid government Sourcewell contract.

Sourcewell
Awarded Contract
Contract # 112420-ARC

Exhibit A



AMERICAN RAMP COMPANY

55′

AMERICANRAMPCOMPANY.COM





Item for Discussion 6. E.

St. Charles Parks and Recreation Board

MEMORANDUM

Date: June 29th, 2026

From: Chris Atkinson, Assistant Director of Parks & Recreation

RE: Approval of Contract with SCI Engineering Inc. for Legacy Farms Park Construction*

Summary:

Parks staff in coordination with our consultant team have been working with SCI Engineering Inc. (SCI) to provide construction observation and material testing services during the construction of Phase 1 of Legacy Farms Park project.

These services include testing and inspection of soils, fill materials, concrete, asphalt and structural components of the buildings being constructed. These quality assurance services are necessary to verify that construction materials and installation methods meet the project specifications and applicable engineering standards.

SCI is included on the City's pre-qualified consultant list and has extensive experience providing these services for municipal construction projects.

Attached to this memo, and incorporated in the contract as Exhibit A, is SCI's proposal outlining the scope of services and associated fees.

Since the purchase is over $15,000 Park Board approval is needed.

Staff requests favorable consideration of a contract with SCI Engineering Inc. to provide construction observation and material testing for Phase 1 of Legacy Farms Park in an amount not to exceed $50,000.00

AGREEMENT
CONSTRUCTION MATERIALS TESTING SERVICES 2026 & 2027

THIS AGREEMENT is made and entered into on the last date of signature below by and between the City of St. Charles, MO (CITY) by and through its Parks & Recreation Board, and SCI Engineering, Inc (SCI), Parties agree as follows:

1. SCI shall provide Materials Testing Services to the City of St. Charles, MO under the terms and conditions contained in this contract for 2026 & 2027 Miscellaneous Construction testing services.

2. SCI shall provide Materials Testing Services at the prices submitted on the Fee Schedule herein attached as Exhibit A.

3. SCI shall provide and bill for only those services specifically requested by the CITY.

4. The CITY will pay SCI contract unit prices in accordance with the attached Fee Schedule for services rendered up to a contract maximum not to exceed $50,000.00 upon the completion of the work noted above.

5. The CITY will pay for only those items listed in the Fee Schedule. No additional charges will be allowed.

6. It is mutually agreed that this contract and pricing is valid through December 31, 2027.

7. SCI is an independent contractor and nothing contained herein shall constitute or designate SCI or any of its agents or employees as agents or employees of the CITY.

8. SCI agrees in the performance of this agreement that it will not discriminate against any employee or applicant for employment because of race, creed, color, age, sex, national origin, ancestry, religion or political opinion or affiliation.

9. SCI agrees to secure and maintain such insurance as will protect it from claims under the Worker's Compensation Acts, and insurance from claims for bodily injury, death, or property damage which may arise from the performance of SCI's services under this agreement. Such insurance shall include provision to indemnify, hold harmless and defend the City from and against any and all liability for loss, damage or expense which the city may suffer or for which the City may be held liable by reason of any injury (including death) or damage to any property arising out of negligence on the part of SCI or any of its representatives or employees in the execution of the work to be performed.

10. SCI agrees to comply with City Code of Ordinance Section 145.040 regarding the registration of sex offenders with the Police Department.

11. SCI is familiar with Missouri Revised Statutes Section 285.530 (2) requiring enrollment and participation in a federal work authorization program with respect to all persons working in connection with the contracted services. A sworn Affidavit and supporting documentation warranting participation in a qualified program and compliance with the law has been filed contemporaneously with this contract.

12. SCI agrees to comply with Section 208.009 RSMo. which requires affirmative proof that he/she is a citizen or permanent resident of the United States or is lawfully present in the United States prior to the awarding this contract.

ST CHARLES PARKS & RECREATION BOARD

By: Date
President, Parks & Recreation Board

Attest:

By: Anna Shy Date
Secretary, Parks & Recreation Board

CITY OF ST. CHARLES, MISSOURI:

By: Lawrence S. Dobrosky, Jr, Date
Director of Administration

Attest:

By: Kim Hudson Date
City Clerk

Vendor:
SCI Engineering, Inc.

David P. Nolan

By: Please Print Name and Title)
David P. Nolan, P.E./Vice President

CERTIFICATE OF DIRECTOR OF FINANCE

I certify that the expenditure contemplated by this document is within the purpose of the appropriation and the work program contemplated thereby, and that there is a sufficient unencumbered balance in the appropriation account and in the proper fund to pay the obligation.

Director of Finance Date

SCI ENGINEERING, INC.
EARTH • SCIENCE • SOLUTIONS
GEOTECHNICAL
ENVIRONMENTAL
NATURAL RESOURCES
CULTURAL RESOURCES
CONSTRUCTION SERVICES

June 15, 2026

Lori Badalamenti
Navigate Building Solutions
8419 Manchester Road
St. Louis, Missouri 63144

RE: Construction Observation/Testing Services Proposal
Legacy Farms Park – Phase 1
St. Charles, Missouri
SCI No. 2026-0868.00

Dear Lori Badalamenti:

SCI Engineering, Inc. (SCI) is pleased to present our revised proposal to provide Construction Testing and Observation Services for the Legacy Farms Park – Phase 1 project, located at 2451 Highway B, in St. Charles, Missouri. We previously explored the subsurface conditions of the project site, and reported our results in our subsurface report titled, *"Geotechnical Report – ST. CHARLES – HIGHWAY B – ST. CHARLES COUNTY, MISSOURI,"* dated February 2026.

PROJECT UNDERSTANDING

Based on the plans and specifications prepared by SWT Design, dated May 8, 2026, we understand the project will feature the construction of a new park on an undeveloped 97.38-acre tract of land, in St. Charles, Missouri. Phase 1 of the park will occupy approximately 24.95 acres of the property, and feature a 10-foot-wide asphalt trail encircling Phase 1 of the park, asphalt drive lanes and parking areas, and new pavilion, comfort station, pump track, and playground area. Site work for the project will require the placement of approximately 38,380 cubic yards of fill material, utility improvements, and centrally/easternly located wet basins.

SCOPE OF SERVICES

We understand our scope of services will include various construction testing and observation services, which are anticipated to be required during construction. These include the items shown on the Special Inspection Tables on page S003 of the structural drawings, and the specifications prepared by SWT Design. In order to prepare an estimate of our fees, we have made necessary assumptions regarding schedule, scope, time required on-site, and other considerations. Our anticipated scope of services is shown on the fee schedule and estimate table below.

Although not specifically requested at this time, SCI can also perform additional services. These services may include conducting and documenting weekly and rain-event observations at the site, as required by the Stormwater Pollution Prevention Plan and Land Disturbance Permit. Should these or any other additional services be required, please contact us, and we will provide you with a supplemental proposal, at that time.

Exhibit A

FEES

SCI proposes to invoice our services in accordance with the rates shown in the tables below, for each respective testing service requested. These rates are inclusive of labor, equipment, transportation, Project Manager review, and standard reporting for each type of service. Please note that our actual fees may be more or less than the *Total Estimated Fee*, depending upon the quantity of services required or requested, and that by requesting specific services each day, you agree to pay the fees associated with the requested visits, in accordance with the rates as provided in the tables below.

Service Item	Rate ($)	Qty	Fee ($)
Project Initiation	750.00/lump sum	1	750.00
Project Manager or Engineer for Site Meetings	500.00/trip	6	3,000.00
Compaction/Density Testing for Site Grading and Asphalt Pavement – Up to 8 hours on-site	850.00/day	12	10,200.00
Bearing Soil Observation/Subgrade Proof Roll Observation – Up to 2 hours on-site	500.00/trip	10	5,000.00
Utility Backfill, Subgrade, and Base Material Compaction/Density Testing – Up to 2 hours on-site	425.00/trip	14	5,950.00
Structural Masonry Observation – Up to 2 hours on-site	375.00/trip	2	750.00
Structural Masonry Observation – Up to 4 hours on-site	575.00/trip	2	1,150.00
Structural Steel and Post-Installed Anchor Visual Inspection – Up to 4 hours on-site	700.00/trip	3	2,100.00
Structural Steel Non-Destructive Testing (NDT) – Up to 4 hours on-site	1,000.00/trip	1	1,000.00
Pre-Pour Reinforcing Steel Observation and Concrete Testing – First Sample/Set – Up to 2 hours on-site	550.00/trip	25	13,750.00
Concrete Testing – Additional Samples/Sets during initial visit	150.00/set	1	150.00
4" x 8" Concrete Compression Cylinders (Tested or held)	23.00/cylinder	130	2,990.00
Grout Compression Specimens (Tested or held)	50.00/specimen	4	200.00
Laboratory Testing – Proctors/Atterberg Limits	475.00/sample	2	950.00
		Total Estimated Fee:	**$47,940.00**

Additional Services – If Needed	Rate ($)
Additional Regular Technician Hours on-site/standby time	80.00/hour
Technician time in excess of 8 hours per day	120.00/hour
Additional Reinforcing/Masonry Technician Hours on-site/standby time	98.00/hour
Project Manager for meetings, additional services, etc.	155.00/hour
Reinforcing Steel Observation when not already on-site	350.00/trip
Additional Visual Steel Inspection Hours on-site/standby time	140.00/hour
Additional Non-Destructive (NDT) Steel Inspection Hours on-site/standby time	155.00/hour
Floor Flatness and Levelness (Ff/Fl) Testing	850.00/day
Climate-controlled curing box for initial curing of concrete specimens on-site. (Electric service must be available)	950.00/month
Soil and/or Aggregate Sample Pickup when not already on-site	150.00/trip

Some additional terms regarding our fees are included in the list below.

- We have assumed access to the areas requiring inspections or tests will be provided by the contractor, which includes use of lifts, ladders, scaffolding, etc. Should SCI be required to provide equipment to access these areas, an additional fee of the rental cost, plus 15 percent will be charged.

- Overnight shift work will incur a premium of 10 percent of the applied rate, while services rendered on holidays or weekends, will be 1.4 times the rates provided.

- A fuel surcharge of $5.00/trip will be applied when the National Average Price for regular unleaded is above $4.00/gallon, and an additional $5.00/trip will apply for each dollar over $4.00/gallon, thereafter.

AUTHORIZATION

The fees included in this proposal will be honored if accepted within 30 days. We would be happy to provide an updated proposal, after 30 days, if needed.

To formally authorize the material testing services outlined in this proposal, please sign the *Acceptance of Proposal for Professional Services* form, and return one copy to our office. This sheet provides important information, regarding report distribution and invoicing.

You will be invoiced in accordance with the terms included in this proposal, and payment is due within 30 days of receipt of the invoice. To facilitate prompt payment, SCI accepts Visa and MasterCard, in addition to normal payment methods. If you wish to pay online via check or credit card, please visit https://sciengineering.com/client-portal/, or click the payment link in our invoice.

We appreciate the opportunity to be of service to you on this project. If you have any questions or comments, please contact us at (636) 949-8200, or KThomassen@sciengineering.com.

Respectfully,

SCI ENGINEERING, INC.

Kyle E. Thomassen
Estimator

Karl T. Koenigsfeld, P.E.
Senior Engineer

KET/KTK/smb

Enclosures
Acceptance of Proposal for Professional Services
General Terms and Conditions

SCI ENGINEERING, INC.
130 Point West Boulevard
St. Charles, Missouri 63301
636-949-8200
www.sciengineering.com

ACCEPTANCE OF PROPOSAL FOR PROFESSIONAL SERVICES

Project Name: Legacy Farms Park – Phase 1

Project Number: 2026-0868.00 / KET, KTK

Date: June 15, 2026

Fee: As detailed in the attached revised proposal

Please provide formal authorization to proceed by completing, signing, and returning this form. The attached terms and conditions will apply to the services outlined in the accompanying proposal.

Accepted By:

Name and Title: _____ Address: _____

Signature: _____ City,State,Zip: _____

Company Name: _____ Telephone: _____

Date: _____ Email: _____

Party Responsible for Payment: (If different than Accepted By)

Name and Title: _____ Address: _____

Signature: _____ City,State,Zip: _____

Company Name: _____ Telephone: _____

Date: _____ Email: _____

Report Distribution (Note: Additional printed report copies after final submittal will be billed at $25.00 each)

Company and Contact Name:	Address (Printed) or Email (Electronic):	No. Printed Reports

NOTICE TO OWNER: **(FOR SITES IN MISSOURI ONLY)**

FAILURE OF THIS CONTRACTOR TO PAY THOSE PERSONS SUPPLYING MATERIAL OR SERVICES TO COMPLETE THIS CONTRACT CAN RESULT IN THE FILING OF A MECHANIC'S LIEN ON THE PROPERTY WHICH IS THE SUBJECT OF THIS CONTRACT PURSUANT TO CHAPTER 429.RSMo. TO AVOID THIS RESULT YOU MAY ASK THIS CONTRACTOR FOR "LIEN WAIVERS" FROM ALL PERSONS SUPPLYING MATERIAL OR SERVICES FOR THE WORK DESCRIBED IN THIS CONTRACT. FAILURE TO SECURE LIEN WAIVERS MAY RESULT IN YOU PAYING FOR LABOR AND MATERIAL TWICE.

SCI ENGINEERING, INC.
130 Point West Boulevard
St. Charles, Missouri 63301
636-949-8200
www.sciengineering.com

GENERAL TERMS AND CONDITIONS

1. **ACCEPTANCE OF AGREEMENT** The terms and conditions of the agreement between the client and SCI ENGINEERING, INC. (hereinafter called SCI) are detailed below and have been established to allocate risks between both. For the purposes of convenience, the client may choose to orally authorize our service, in which case the client agrees that the verbal agreement constitutes formal acceptance of the terms and conditions detailed below. Subsequent to an agreement by both parties to perform the services, modifications to the terms and conditions are prohibited.

2. **SITE ENTRY** You, the Client, will provide for right of entry of SCI or employees of firms working under the direction of SCI, and all necessary equipment, in order to perform the work. Although SCI will exercise reasonable care in performing its services, the Client understands that use of testing or other equipment may unavoidably cause some damage, the correction of which is not part of this agreement. The client agrees, to the fullest extent permitted by law, to indemnify and hold harmless SCI and its subconsultants against any damages, liabilities, or costs, arising or allegedly arising from procedures associated with testing or investigative activities to the fullest extent permitted by law. If you desire or require us to restore the site to its former condition, upon written request, we will perform such additional work as is necessary and you agree to pay all costs incurred.

3. **SUBSURFACE STRUCTURES OR UTILITIES** The Client will furnish to SCI information identifying the type and location of utility lines and other man-made objects beneath the site's surface. SCI will take reasonable precautions to avoid damaging these man-made objects. You agree to waive any claim against SCI, and to defend, indemnify and hold SCI harmless from any claim or liability for injury or loss allegedly arising from SCI's damaging underground utilities or other man-made objects that were not called to SCI's attention, or which were not properly located on plans furnished to SCI.

4. **SAMPLES** Soil, rock, water, or other samples obtained from the project site are your property. SCI shall preserve such samples for no longer than thirty (30) calendar days after the issuance of any document that includes the data obtained from them, unless other mutually agreed arrangements are documented.

Concrete test specimens will be discarded after testing. If project specification strengths are met, "hold" cylinders will be discarded at that time.

If in SCI's opinion any of the samples collected may be affected by regulated contaminants, SCI shall package such samples in accordance with applicable law and client shall arrange for lawful disposal procedures. SCI shall not, under this agreement, arrange for or be responsible for the disposal of substances affected by regulated contaminants. Furthermore, unless detailed in a specific work scope, SCI is not responsible for any soil cuttings or produced groundwater generated for the purpose of sample collection that may be affected by regulated contaminants that are left at a job site and were generated for the collection of soil and groundwater samples. SCI will, at the client's request, help the client identify appropriate alternatives for the off-site treatment, storage, or disposal of these materials, for additional fees.

5. **GENERAL LIABILITY AND LIMITATION** SCI agrees to hold you harmless and to indemnify you on account of any liability due to bodily injury or property damage to the extent directly caused by our negligent operational acts, but such hold harmless and indemnity will be limited to that covered by our comprehensive general liability insurance. At your request, SCI will provide certificates evidencing such coverage and will purchase additional limits of liability that you may require as a separate cost item to be borne by you.

You shall not be liable to SCI and SCI shall not be liable to you for any consequential damages incurred by either due to the fault of the other, regardless of the nature of this fault, or whether it was committed by you or SCI, their employees, agents, or subcontractors. Consequential damages include, but are not limited to, loss of use, loss of profit, loss of business, loss of income, loss of reputation or any other consequential damage that any party may have incurred from any cause of action, including, but not limited to negligence, strict liability, breach of contract, or breach of warranty.

6. **SHARED RISK ALLOCATION** The Client and SCI agree to allocate certain of the risks so that, to the fullest extent permitted by law, SCI's total aggregate liability to the Client is limited to $50,000.00 for any and all injuries, damages, claims, losses, expenses, or claim expenses (including attorney's and expert witness' fees) arising out of this AGREEMENT from any cause or causes. Such causes include, but are not limited to, SCI's negligence, errors, omissions, strict liability, statutory liability, breach of contract, breach of warranty, negligent, misrepresentation, or other acts giving rise to liability based upon contract, tort, or statute. Higher limits may be available upon request and additional negotiated fee.

Limitations on liability, waivers and indemnities in this Agreement are business understandings between the parties and shall apply to all legal theories of recovery, including breach of contract or warranty, breach of fiduciary duty, tort (including negligence), strict or statutory liability, or any other cause of action. You agree that you will not seek damages in excess of the contractually agreed-upon limitation directly or indirectly through suits against other parties who may join the Consultant as third-party defendant. None of the insurance or indemnity obligations under this agreement shall be deemed to be with a waiver of this limitation of liability provision.

7. **INVOICES** You will make all payments in accordance with SCI's invoices, and payment is due upon receipt of invoice. A fee of 1½ percent per month will be payable on any amounts not paid within thirty (30) days, payment thereafter to be applied first to accrued interest and then to your unpaid amount. You agree to pay invoices under these terms and to bear collection fees, court costs, or any other reasonable expense involved in the collection of amounts not paid.

8. **HAZARDOUS MATERIALS; NOTIFICATION OF AND DISCOVERY OF** When hazardous materials are known, assumed, or suspected to exist at a site, SCI is required to take appropriate precautions to protect the health and safety of its personnel, to comply with applicable laws and regulations, and to follow procedures that SCI deems prudent to help minimize physical risks to employees and the public. You warrant that you have provided to SCI all available information about type and location of known and suspected hazardous materials on, under, or adjacent to the project site.

The discovery of unanticipated hazardous or suspected hazardous materials will constitute a changed condition mandating termination of services if SCI and you are unable to renegotiate the scope of service in a timely manner. SCI will notify you as soon as practically possible should SCI encounter unanticipated hazardous or suspected hazardous materials.

The discovery of unanticipated hazardous or suspected hazardous materials may make it necessary for SCI to take measures that in SCI's professional opinion are needed to help preserve and protect the health and safety of SCI's personnel and of the public, and/or to preserve and protect the environment. As a condition precedent to the provision of service for this project, you agree to

compensate SCI for the additional fees and costs associated with any such measures and further agree to defend, indemnify, and hold harmless from any claim or liability for injury or loss arising from SCI's encountering unanticipated hazardous or suspected hazardous materials.

9. **CONTAMINATION OF AN AQUIFER** Unavoidable contamination of soil or groundwater may occur during subsurface exploration, as when drilling or sampling tools penetrate a contaminated area, linking it to an aquifer, underground stream, or other hydrous body not previously contaminated and capable of spreading contaminants. Because subsurface exploration is an essential aspect of the services that SCI will provide on your behalf, you shall indemnify, defend, and hold SCI harmless from any claim or liability for injury or loss which may arise as a result of contamination allegedly caused by subsurface exploration to the fullest extent permitted by law.

10. **SITE SAFETY** With respect to project site safety, SCI shall be responsible only for the on-site activities of its employees and subcontractors, and this responsibility shall not be construed to relieve you or the general contractor from your obligation to maintain a safe project site. Neither the professional activities of SCI, nor the presence of SCI's employees or subcontractors shall be construed to imply that SCI has any responsibility for any methods of work performance, procedures, superintendence, sequencing of operations, or safety in, on, or about the project site other than SCI's and SCI's subconsultants. You agree that the general contractor is responsible for project site safety and warrant that this intent shall be made evident in your agreement with the general contractor.

11. **CONSTRUCTION COST ESTIMATES** An opinion of construction cost prepared by SCI represents our judgment as a design professional and is supplied for your general guidance only. Since we have no control over the cost of labor and material, nor over competitive bidding or market conditions, we do not guarantee the accuracy of our opinion as compared to other sources, such as, contractor bids of actual cost to the owner.

12. **DEFECTS IN SERVICE** You and your personnel, contractors, and subcontractors shall promptly report to SCI any defects or suspected defects in SCI's work, in order that SCI may take prompt effective measures which in SCI's opinion will minimize the consequences of any such defect.

13. **TERMINATION** Any or all services being provided for you by SCI under these General Terms and Conditions or under separate contract may be terminated by either party upon seven (7) days prior written notice. In the event of termination, SCI shall be compensated by you for all services performed up to and including the termination date, including reimbursable expenses.

14. **FORCE MAJEURE** Any delays or failure of performance by SCI shall not constitute a default under this Agreement, if such delays or failures of performance are caused by occurrences beyond the reasonable control of SCI. Performance under this Agreement shall resume promptly once the cause or delay or failure ceases and SCI's schedule for performance shall be extended to the extent of such delay. Each party shall take reasonable steps to mitigate the impact of any such delay or failure.

15. **ENVIRONMENTAL SITE ASSESSMENT** An Environmental Site Assessment is conducted to render an opinion about the possibility of regulated contaminants being present on, in, or beneath the site specifically at the time services were conducted. Client understands that no matter how thorough an Environmental Site Assessment is, SCI cannot know or state factually that a site is unaffected by reportable quantities of regulated contaminants. Furthermore, even if SCI believes that reportable quantities are not present, the client bears the risk that such contaminants may be present or may migrate to the site after the study is complete. Likewise, the client agrees to hold SCI harmless from any claim or liability for injury or loss arising from the unanticipated discovery of hazardous materials or suspected hazardous materials to the fullest extent permitted by law.

16. **FAILURE TO FOLLOW RECOMMENDATIONS** SCI disclaims any and all responsibility and liability for problems that may occur during implementation of SCI's plans, specifications, or recommendations when SCI is not retained to observe such implementation.

17. **ALTERATION OF INSTRUMENTS OF SERVICE** Client agrees that designs, plans, specifications, reports, proposals, and similar documents prepared by SCI are instruments of professional service, and as such, they may not under any circumstances be altered by any party except SCI. Client warrants that SCI's instruments of service will be used only and exactly as submitted by SCI. Accordingly, Client shall waive any claim against SCI and shall, to the fullest extent permitted by law, indemnify, defend, and hold SCI harmless of any claim or liability for injury or loss arising from unauthorized alteration of SCI's instruments of service.

18. **MOLD DISCLAIMER** The services performed by SCI, unless specifically addressed in our scope of services, are not intended to take into account indoor amplification of mold. SCI's services may comment on depth to groundwater and site drainage, but in no instance is this to be interpreted that we were specifically intending to reduce moisture contents and/or humidity measurements within the structure as they may relate to mold. Client understands our services, unless specifically expressed in our work scope, are in no way intended to address the potential for mold infestation, and, as such, agrees to indemnify and hold SCI harmless from any claim alleging that SCI's services caused or aggravated a mold infestation to the fullest extent permitted by law.

19. **OTHER PROVISIONS** You agree that this contract is entered into by the parties for the sole benefit of the parties to the contract, and that nothing in the contract shall be construed to create a right or benefit for any third party.

a. You agree that any and all limitations of SCI's liability and indemnifications by you shall include and extend to those individuals and entities SCI retains for performance of the services under this Agreement, including but not limited to SCI's officers, directors, and employees and their heirs and assigns, and SCI's subconsultants.

b. In an effort to resolve any conflicts that arise during or following completion of the project, you and SCI agree that all disputes between us arising out of or related to this Agreement shall be submitted to non-binding mediation as a condition precedent to institution of any formal legal proceeding, unless the parties mutually agree otherwise in writing.

c. THE PARTIES TO THIS CONTRACT HEREBY AGREE TO SUBMIT ANY SUCH DISPUTE TO THE CIRCUIT COURT OF ST. CHARLES COUNTY, STATE OF MISSOURI.

d. Test borings and test pits are an accepted and informative means of subsurface exploration. However, in the nature of things, they cannot indicate with absolute certainty the nature of the subsurface conditions between and sample locations of the exploration and below the termination of the borings or pits. Therefore, a report based on test borings, test pits, or other exploration method cannot ascertain the nature of the subsurface conditions between and beyond the specific sample locations. If conditions different than are indicated in our report come to your attention after you receive the report, it is recommended that you contact SCI immediately to inform SCI completely of what you have discovered and to authorize further evaluation, if appropriate.

e. Any recommendations provided in any correspondence, reports, plans, etc. from SCI are for the exclusive use of our client and are specific to the project covered by this contract. Recommendations provided by SCI are not meant to supersede more stringent requirements of local ordinances.

f. You may not assign this agreement to any other person or entity without the prior written consent of SCI. Any transfer of fifty percent or more of your equity interest or voting interest shall be deemed to be an assignment for this purpose.

g. SCI will perform all services under this agreement using the standard of care ordinarily used by firms performing such services in the locale where the services are being rendered. However, many factors influence the results from those services. As such, SCI expressly disclaims any warranty or guaranty as to the accuracy of such results. SCI's performance shall be solely judged against the foregoing standard of care.

Item for Discussion 6. F.

St. Charles Parks and Recreation Board

MEMORANDUM

Date: June 29th, 2026

From: Chris Atkinson, Assistant Director of Parks & Recreation

RE: Approval of Contract with Site Industries LLC, dba CemSites for purchase of software for Cemetery Management System*

Summary:

On May 20, 2026, the Parks & Recreation Department advertised a Request for Proposals (RFP) for a new cemetery management software system for Oak Grove Cemetery. Oak Grove Cemetery encompasses approximately 28 acres, dates back to the mid-1800s, and contains approximately 12,000 burials.

The purpose of this project is to modernize cemetery operations through the implementation of an integrated software solution that supports records management, GIS mapping, billing, customer service, and the long-term preservation of cemetery records.

The deadline for proposal submissions was June 5, 2026. Five proposals were received. After evaluating the submissions, staff selected CemSites as the preferred vendor to continue negotiations. Their proposal best met the specifications outlined in the RFP while also aligning most closely with the budget allocated in the 2026 Capital Improvement Program (CIP).

Pending approval, the implementation process is expected to take approximately nine months to complete data migration, system configuration, and testing. Upon completion of the project, there will be an annual software licensing fee of $2,500, which will be incorporated into the Cemeteries annual operating budget.

Attached to this memo, and incorporated into the contract as Exhibit A, is the CemSites proposal outlining the scope of services and associated fees.

Since the purchase exceeds $15,000, Park Board approval is required.

Staff requests favorable consideration of a contract with Site Industries, LLC, d/b/a CemSites, to provide a new Cemetery Management Software System in an amount not to exceed $34,000.00.

AGREEMENT
CEMETERY MANAGEMENT SYSTEM

THIS AGREEMENT is made and entered into on the last date of signature below by and between the City of St. Charles, MO (CITY), by and through its Parks & Recreation Board, and Site Industries LLC, d/b/a CemSites ("CemSites"). For the consideration stated herein, the Parties agree as follows:

1. CemSites shall complete the Cemetery Management System Project for Oak Grove Cemetery. The services and timeline are outlined in the Quote dated 5/29/26 and attached as Exhibit A.

2. CemSites shall provide and bill for only those services specifically requested by the CITY.

3. The CITY will pay CemSites in accordance with the attached Fee Schedule for services rendered up to a contract maximum not to exceed Thirty-Four Thousand Dollars and No Cents ($34,000.00) upon the completion of the work noted above.

4. The CITY will pay for only those items listed in the Fee Schedule. No additional charges will be allowed.

5. It is mutually agreed that this contract and pricing is valid through December 31, 2027.

6. CemSites is an independent contractor and nothing contained herein shall constitute or designate CemSites or any of its agents or employees as agents or employees of the CITY.

7. CemSites agrees in the performance of this agreement that it will not discriminate against any employee or applicant for employment because of race, creed, color, age, sex, national origin, ancestry, religion or political opinion or affiliation.

8. CemSites agrees to secure and maintain such insurance as will protect it from claims under the Worker's Compensation Acts, and insurance from claims for bodily injury, death, or property damage which may arise from the performance of its services under this agreement. Such insurance shall include provision to indemnify, hold harmless and defend CITY from and against any and all liability for loss, damage or expense which the CITY may suffer or for which the CITY may be held liable by reason of any injury (including death) or damage to any property arising out of negligence on the part of CemSites or any of its representatives or employees in the execution of the work to be performed.

9. CemSites agrees to comply with CITY Code of Ordinance Section 145.040 regarding the registration of sex offenders with the Police Department.

10. CemSites is familiar with Missouri Revised Statutes Section 285.530 (2) requiring enrollment and participation in a federal work authorization program with respect to all persons working in connection with the contracted services. A sworn Affidavit and supporting documentation warranting participation in a qualified program and compliance with the law has been filed contemporaneously with this contract.

11. CemSites agrees to comply with Section 208.009 RSMo. which requires affirmative proof that he/she is a citizen or permanent resident of the United States or is lawfully present in the United States prior to the awarding this contract.

ST CHARLES PARKS & RECREATION BOARD:

By: Date
President, Parks & Recreation Board

Attest:

By: Anna Shy Date
Secretary, Parks & Recreation Board

CITY OF ST. CHARLES, MISSOURI:

By: Lawrence S. Dobrosky, Jr, Date
Director of Administration

Attest:

By: Kim Hudson Date
City Clerk

Vendor:
Site Industries LLC, d/b/a CemSites

David Berger

David Berger, Interim President

By: Please Print Name and Title)

CERTIFICATE OF DIRECTOR OF FINANCE

I certify that the expenditure contemplated by this document is within the purpose of the appropriation and the work program contemplated thereby, and that there is a sufficient unencumbered balance in the appropriation account and in the proper fund to pay the obligation.

Director of Finance Date

CemSites
Cloud Software for Cemeteries

Proposal



Why choose us?

Inspired by you. Built for you.

We've been working side-by-side with cemeteries just like yours for over 10 years. We understand the challenges and responsibilities you face daily. We know you want to provide easier access for your community, improve efficiency, and save money. Our goal is to introduce modern technology to every cemetery and have all prosper and thrive from its time and money-saving benefits.

We developed the most functional, adaptable, and powerful cemetery software in the industry.

Every cemetery is unique. We learned that one solution doesn't fit all, so we went in a different direction. Together with our cemetery partners we developed cloud software that is flexible, scalable, super-secure, and tailor-fit to meet your specific needs.

Apples-to-apples, no one has our apples.

With our innovative CRM Pro and suite of powerful add-ons, we believe we have it all. We offer data visualization, GPS Walk-to-Site, task automation, one-click reporting, promotional tools and so much more. Our company's experience and structure allow rapid deployment and implementation of our software unlike any other company.

About those apples....



CONFIGURABLE PRODUCTS

CRM Pro serves as the core platform for all CemSites products. This advanced and flexible application enables quick deployment and integration for cemeteries of any scale. Its modular design allows for seamless additionof components to enhance its capabilities and features, while also providing the flexibility to remove unnecessary elements.



SECURITY

All data within CRM Pro is stored on AWS servers located in the USA. CemSites software is both PCI, SOC II, and HIPAA standards, ensuring it meets the same rigorous security protocols used by global governments and financial institutions. The data is stored redundantly across multiple locations, backed up daily, and retrievable for up to 30 days. Additionally, users have the option to download their data for personal retention.



CLOUD SOFTWARE

CemSites cloud software is device-independent, allowing access from any computer, tablet, or smartphone, anwhere and at any time. Your cemetery data is securely stored on AWS servers with frequent backups throughout the day, ensuring you never have to worry about data loss. Our cloud software also updates automatically, guaranteeing that you always have the latest features and security enhancements without being stuck with outdated software.



CEMCARE℠ PARTNER SUPPORT

At CemSites, we offer unmatched commitment, support, and accessibility to our partners. Each cemetery is assigned a dedicated client advocate to provide personalized support. Our emergency hotline is available 365 days a year for immediate assistance. We also conduct proactive outreach, including preemptive check-ups, quarterly evaluations, maintenance services, and software training and adoption programs to ensure your success.



100% MADE IN THE USA

We are proud to emphasize that every facet of CemSites' software, including coding, is meticulously designed and perfected in the USA. Our software engineers, support staff, and marketing team are all part of our in-house team. CemSites strongly believes in bolstering not only our local economy, but also the American economy by not outsourcing and retaining jobs within the United States.

CemSites

WWW.CEMSITES.COM 1-877-783-9626



CRM Pro

Cemetery Record Management Software

CRM Pro is all you need to start managing your cemetery with CemSites, but be sure to check out our add-ons for even more features.

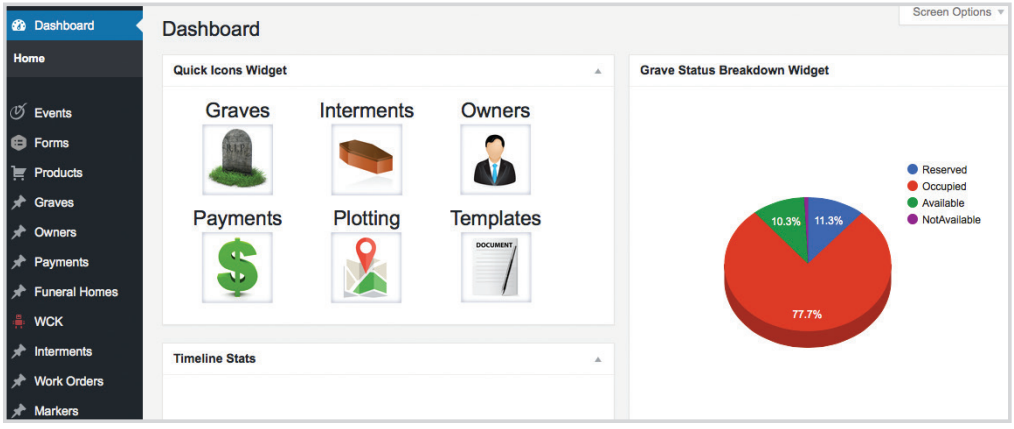
CRM Pro is our powerful, completely configurable true cloud software. It is user-friendly and intuitive while maintaining robust computing, searching and plotting options to most effectively manage data.

HOW IT PAYS OFF

CRM Pro was given its name for a reason: All data stored in the CRM Pro is protected by the same security standards used by world governments and financial institutions. Because CRM Pro is web-based and always up-to-date, having outdated software will no longer be a concern. As opposed to the months or years of setup for most software on the market today, CemSites software can be up and running within weeks with the promise and commitment of our staff.

FEATURES

- User-based dashboard with critical support metrics and calendar
- Grave and owner management
- Work order management
- Funeral home management
- Document management
- Field highlighting
- Data migration
- Disaster prevention
- Permission-based roles
- Pyre and Customer centric
- Quick implementation



"CemSites has saved us so much time with streamlining and simplifying our processes."

– MICHELLE ARBUCKLE
City of Cleveland

CemSites

WWW.CEMSITES.COM 1-877-783-9626



ADD-ONS

Modules to complement CRM Pro

Add-ons provide you with the ability to pick the tools you want, so you are only paying for what you'll use.

Stay organized and informed

AR FINANCE MODULE

The AR Finance Module provides an efficient and reliable way to streamline your cemetery's entire receivables process and export data to other software. Save yourself time and money by putting information in once. Solidify your board or trustees confidence in your cemetery record keeping.

INVENTORY MANAGER

Keep track of monuments, benches, and other sellable items right in CRM Pro — no double data entry necessary! Keep your staff informed and know what they sell and what's in stock. Never run out of the items that make you the most money.

DOC AUTOMATION MODULE

Saves time by automating the document workflow. Eliminate the need for handwriting and never deal with double entry by printing auto-populated templates for deeds, interment authorizations, work orders, or your specific custom documents.

PLACEMENT MODULE

Provides an oversight of every placement type which includes all products and services you provide. Have the ability to print and send mailers plus use mail merge processes. Pull reports for each placement type including if they have received the mailer and if item or service have taken place.

CUSTOM SOLUTIONS

Don't see the module you need? Ask and we will build it for you. We can create custom management software solutions to fit all deathcare organizations, such as combination cemeteries with funeral homes and crematories or pet cemeteries.

Reach out and build profit

WEBSYNC

A cemetery resource families can use, even when you're not at the cemetery. Families can find loved ones and do geneaology searches on-demand. All of the data is auto-populated from the CRM Pro.

KEEPSAFE MEMORIALS

A loved one's memory is kept alive for future generations to see. Families are able to connect no matter the distance remember their loved ones. Leads can be contacted & enhace your opportunity to increase revenue.

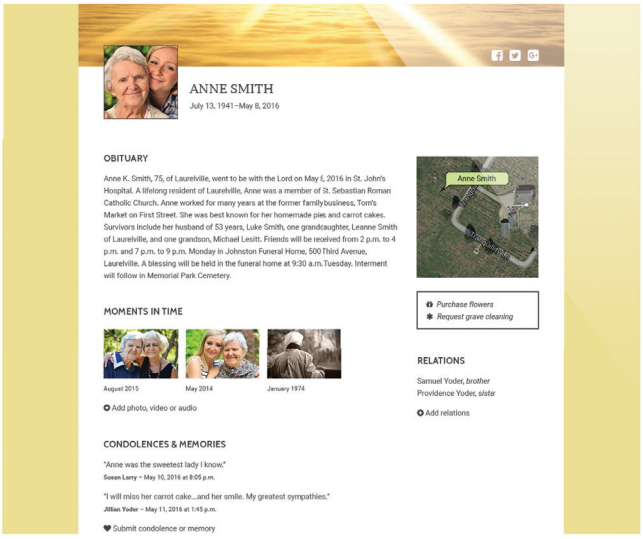
REVENUE PLUS

Drive new revenue streams by selling any product or service directly from your website, even if sales are sub-contracted through local or national vendors. Increase your revenue, never lose track of leads and fulfill sales with ease. The module also includes a drip marketing tool, allowing you to engage the community and expand opportunities.

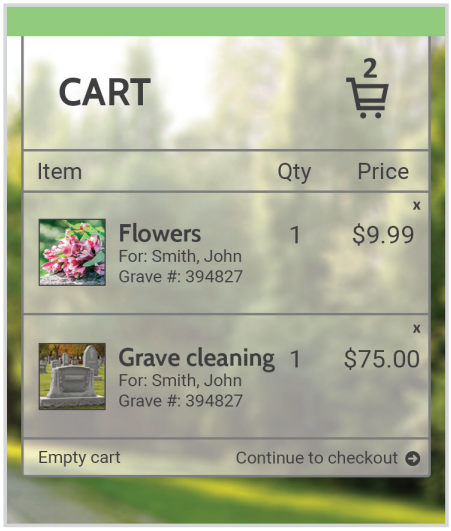
SALES MODULE

This module allows you to keeps track of customers and aids in the development and organization of prospects, leads and sales and gives you the power to grow your pipeline. Includes live information on what each counselor has planned for their day plus monitor sales activity and give direction per lead/prospect/ customer.

KeepSafe Memorials



Revenue Plus



CemSites

WWW.CEMSITES.COM 1-877-783-9626

Visualize your cemetery

GRAVE MAPPING

Your Mapping now viewable & searchabe by name or location. See what's available lots/graves by clicking "Search Nearby" on the grave. Walk your cemetery with a tablet/phone, and help families find loved ones or reserve a grave on the spot. Know where everthing is at in your cemetery from available property, reserved, occupied, on hold, unavailable, etc.

WALK-TO-SITE

Empower your community to find loved ones. Save your staff time and be able to direct customers as needed. Provide a link on your website or QR code on-site for walking directions to a family's loved one.

VISUAL LOT VIEWER

Interactive view showing all the information on a lot card. Find available graves right from the lot and edit record information on the fly.

MAP PRINTING

High resolution imagery of your maps in our software. Search and print cemetery maps by section, lot, or grave to use as a reference tool for both visitors and grounds crew. Never deal with highlighting outdated maps again!

MARKER MANAGER

Sell markers and add all your specific details in our line-item process. Keep track of the statuses on every marker in every step. Pull your marker reports and know where they are in the cemetery. See who owns markers and where opportunities are to increase your revenue.

OBSTRUCTION MANAGER

See every obstruction clearly marked in your system. See any obstruction you want to see with our auditing tool. Know where you can sell graves around obstructions. Trust the locations of your obstructions without question.

NICHE & CRYPT VIEWER

See what's available and the cost related in one spot. Visually see detailed data of your niches and crypts. Have the ability to see your information while walking the cemetery. Be able to make sales immediately.

"The CemSites software has provided us a huge return on investment. The software is like having an employee that never takes the day off, never calls off sick, and is something that I can rely on 24/7."

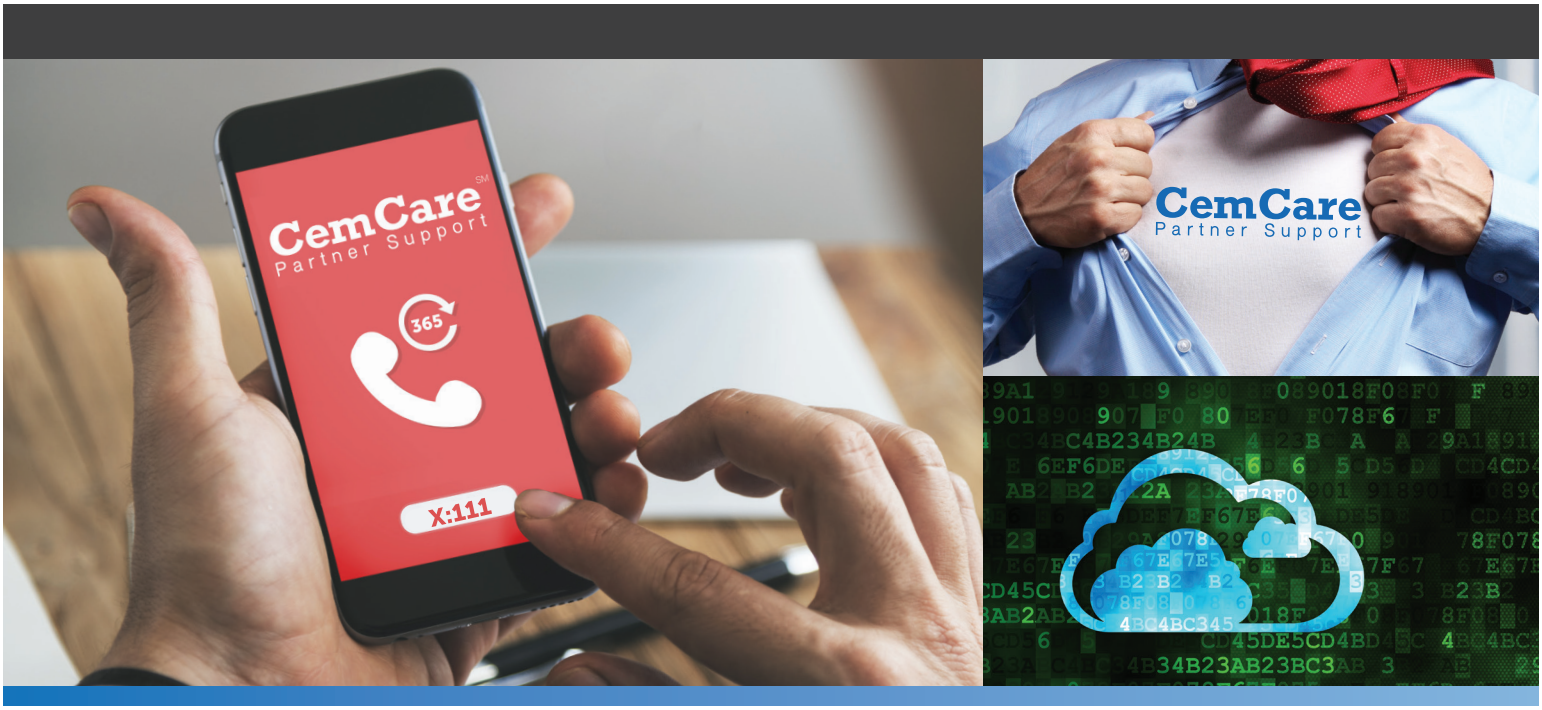
– TOM HEWITT
Belle Vernon Cemetery



Walk-to-Site

CemSites

WWW.CEMSITES.COM 1-877-783-9626



CemCare℠ Partner Support

Unparalleled Commitment, Support, and Access for Our CemSites Partners

CemCare was developed through careful self-evaluation, partner feedback, and extensive real-world testing. Our support program is unprecedented and the best in the industry. Providing the world-class support, you deserve, all done right here in the USA.

THE HALLMARKS OF OUR PARTNER SUPPORT PROGRAM

CemCare provides a dedicated client advocate, emergency hotline, and proactive outreach. These elements represent a seismic-shift in client support and are the result of years of work in the field with our cemetery partners.

DEDICATED CLIENT ADVOCATE

- Assigned to your cemetery
- Addresses issues in real-time
- Assistance with full adoption

EMERGENCY HOTLINE

- LIVE response
- 365 days-a-year
- You call, we answer

PROACTIVE OUTREACH

- Preemptive check-ups
- Software training and adoption
- Quarterly evaluations and maintenance

"CemSites had everythig we were looking for, and more!"
–Cemetery Customer

CemSites
All-in-One Deathcare Software

A MESSENGER FAMILY CO.

Quote

5/29/26

CEMSITES
318 East 7th St.
Auburn, Indiana 46706
(877) 783-9626

QUOTE #
066726
BILLED TO CHRIS ATKINSON
St. Charles Parks & Recreation Department
St. Charles, MO

PRODUCT	QUANTITY	PRICE	TOTAL
CORE SOFTWARE	1	$0.00	$0.00
Project Summary *-# of Cems: 1* *-Acres: 28* *-# of Records: 12K* *-# of Graves: 20K* *-Docs: Deed* *-Software: MS Access* *Additional modules, hours, or change orders will be billed at $200.00 per hour. Up to (130) hours are allocated.*	1	$0.00	$0.00
IMPLEMENTATION	1	$0.00	$0.00
CRM Pro *Cloud Cemetery Record Management software designed to elevate your customer experience.* *-Dashboard, calendar, tasks, reminders, & work orders* *-Set restrictions & permissions by user* *-Easy searching & reporting with no double entry*	1	$8,000.00	$8,000.00
Custom Data Migration *Estimate only, discovery needed. Feel confident your data is thoroughly vetted & enhanced in our system. We're the world's most experienced migration experts. Financial data separate.* *-Cleanse & import all providers into our system*	1	$8,000.00	$8,000.00
AR Finance Module *Streamline your entire receivables, trusting & reporting processes. 1 Cost Center.* *-Templated contract, invoice, billing statement & receipt* *-Line item & commissions management* *-Monthly billing, aging, recurring & more*	1	$5,000.00	$5,000.00
First American Merchant Integration *Credit card processing integration with CemSites preferred partner, First American. To learn more visit - https://www.first-american.net/partnerexchange/referrals/cemsites/*	1	$0.00	$0.00
Lot Level Mapping *Your maps online, always up to date with live information. Walk with families & sell graves.* *-Inventory searching by lot* *-Drag area & drill down to view*	1	$5,500.00	$5,500.00

PRODUCT	QUANTITY	PRICE	TOTAL
-Powers our Walk-to-Site *-Survey maps provided by customer*			
Visual Lot Viewer *Have your lot cards come to life. Everything is connected through this visual launchpad.* *Discounted by $1000* *-Quick Add - A simple way to enter a new record* *-Drag & Drop - Make changes to your lot with ease* *-Inventory Status*	1	$1,500.00	$1,500.00
Custom Document *Completely replicate your documents in our system. Auto populating fields will eliminate human error and ensure accuracy.* *-Print & save important docs on-demand* *-Improve customer experience* *-Save time & money* *-No double entry*	1	$1,500.00	$1,500.00
WebSync *Match the look of your existing website. Integrated seamlessly for the public.* *-Automatically posts information from your database* *-Record searching, events calendar, burials & interments* *-Enhance with Walk-to-Site*	1	$1,500.00	$1,500.00
Walk-to-Site *Help your community find loved ones with ease. The most accurate walk to gravesite in the industry.* *Discounted by $1000* *-Search for a loved one & walk directly to the gravesite* *-Use on any device* *-You can control the experience*	1	$500.00	$500.00
ANNUAL LICENSE *Annual License for CRM, AR, Web Hosting & Walk to Site. Includes access up to 2 user profile(s).*	1	$2,500.00	$2,500.00
CemCare - Partner Support *Dedicated client advocate assigned to support you. They become part of your team.* *-Proactive outreach* *-Evaluations with report cards* *-Software training* *-Helps with adoption* *-Emergency hotline 365*	1	$0.00	$0.00
Optional Add-On Modules not included *Map Printing, Niche/Crypt Viewer, Marker/Obstruction Mngr, FH, Pyre, , Financial Migr/Integr, Sales, Rev+, KeepSafe, Florals, Cust/Ven/FH Portals, Website.*	1	$0.00	$0.00
Approval Timeline *Team Demo -* *Board Meeting -* *Deposit Date - 7/31/2026* *Live in System -3/31/2027*	1	$0.00	$0.00
	TOTAL		$34,000.00

This quote is valid for 30 days and is based on the information, project scope, data quality, and mapping detail available at the time of quoting. Actual project requirements and data quality may affect final pricing. If the project exceeds the estimated development or design hours, CemSites will provide a quote for additional work or change

orders prior to continuing. Approved additional work will be billed at $200.00 per hour.

Annual licensing begins upon receipt of the initial deposit or first payment. By approving this quote, requesting an invoice, or submitting payment, Customer agrees to the CemSites License Agreement located at https://cemsites.com/licenseagreement/. Pricing does not include applicable taxes, transaction fees, processing fees, or bank fees. Customer is responsible for any applicable local, state, or federal taxes. This document is a quote only and not a finalized invoice.

Our commitment

Our promise to you

We will provide easy-to-use, custom-fit solutions for your cemetery. Our team will work to rapidly deploy and implement those solutions. We will train you and your staff to adopt and use our software. We will provide industry-leading customer support to you, our partner. Our dedicated team will work daily to earn your business.

100% satisfaction

Your complete satisfaction is paramount to us. If you are unsatisfied, we request 30 days to attempt to find a resolution. If you are not 100% satisfied after 30 days, we will cancel your agreement upon request. In the event you cancel your agreement, we will not withhold your data. It is yours and will be given to you to use as you please.

You Own Your Data

Cemsites company bylaws ensure protection of your data (and your rights to it) regardless of any circumstances within or related to the company and/or its leadership. As our partner, you will always have access to our software. You will always own your data regardless if you are a CemSites partner or not.

Agreed: _____
Your company name

By: _____
Your signature

_____
Your name

_____
Your title

Date: _____

Agreed: _____
Our company name

By: _____
Our representative's signature

_____
Our representative's name

_____
Our representative's title

Date: _____

SAINT CHARLES PARKS & RECREATION BOARD MINUTES
MEETING HELD
JUNE 17th, 2026

The meeting was **Called to Order** by President Bichel at 6:01pm in the American Legion Room in Memorial Hall. **Roll Call** noted the following present for the meeting:

Board Sandy Bichel, Kathy Mudrovic, Larry Muench, TJ Slattery, Anne Zerr and Council Liaison Denise Mitchell were present.

Joshua Allen, Tim Glosier, Brian Scheidegger and Anna Shy were absent.

Staff Maralee Britton – Director, Chris Atkinson – Assistant Director
Mike Wilkins - Chief Ranger, Don Borgmeyer – Enterprise Superintendent.

Others Mary Ann Ohms – Assistant City Attorney

3. Pledge of Allegiance

4. Verbal Petitions/Public Comments and Response: None

5. Staff Reports/Presentations:

6. Items for Discussion and/or Action-

A. Discussion of Safe Across Program

Britton presented the information. The program fosters awareness in motorists to watch for pedestrians and to yield to them in crosswalks. Walkers are also urged to use crosswalks and obey traffic signals. She outlined the program and how the City is in the early stages of partnering with Safe Across and MODOT to launch the program in St. Charles. Several of the proposed crossing locations are in close proximity to parks.

B. Discussion of Playground Safety Surfacing

Atkinson presented the information. Several of the Departments playgrounds that have tile safety surfacing are experiencing issues with separation between the tiles and from the curb. The most pressing is the main playground in Wapelhorst Park. Staff have researched possible solutions that are both temporary and long term. Unfortunately, there are no short-term solutions outside of using PIP rubber to patch the cracks. No one will warranty their product on top of the aging existing rubber surfacing. Staff would like to utilize artificial turf

surfacing at Wapelhorst Park which would be the first time using this type of surfacing in the Department. However, it is a common surfacing type around the region and country.

The Board provided consensus that they are good with staff continuing discussions with artificial turf playground surfacing vendors/contractors and to come back with a recommendation at a future meeting.

C. Discussion of Honorarium for Larry Henderson

Britton presented the information. The former Assistant Director of the Department Larry Henderson worked for the City for 26 years. He recently passed away. The Board would like to recognize him in some way by naming an amenity within one of the parks after him. It was discussed naming the future lake at Legacy Farms Park after him and it was also suggested possibly renaming the Jaycee Stage in Frontier Park after him since he spent a lot of time during special events and during the Lewis & Clark Statue. Staff said they would investigate how and when the stage was named "Jaycee Stage: and report back to the Board at a future meeting.

D. Budget Amendment #2, 2026*

Britton presented the request. The first part of the budget amendment is needed due to the success of the new partnership at the Wapelhorst Athletic Complex (WAC). Concession Sales have exceeded revenue projections by 30%. Due to the increased sales we have had also had to purchase more concession products for sale and are close to running out of funds to purchase more. The request is to add $100,000 to both the Income and Expense side of the Concession Budget.

The second part of the budget amendment is a request for allocation funds to be able to complete the playground surface replacement project at Wapelhorst Park discussed earlier in the agenda. Staff estimate the at the Wapelhorst Project will cost $150,000-$170,000 but the request is for $300,000 due to other playgrounds that will also need their surfacing replaced.

Zerr made a motion to approve the Budget Amendment; seconded by Mudrovic. Motion Passed.

E. Change Order with Keg 1 Missouri to provide alcoholic beverages for resale at Concession Stands in 2026. Adding $10,000 to original Purchase Order amount of $10,000. New Purchase Order will be in an amount not to exceed $20,000*

Atkinson presented the request. This change order is needed due to the increased sales at the WAC. Additional funds are needed to be able to purchase more product for resale.

Muench made a motion to approve the contract; seconded by Slattery. Motion Passed.

7. Meeting Minutes:

A. Parks & Recreation Board Meeting Minutes April 15, 2026*
B. Parks & Recreation Board Work Session Meeting Minutes May 6, 2026*

Slattery made a motion to approve the meeting minutes (A & B); seconded by Zerr. The motion passed.

8. Consent Agenda (Items to be received):

The Consent Agenda was then addressed, which included the following:

A. Calendar
B. Financial Worksheets and Project Report
C. Accounts Receivable Report
D. Financial Transactions from $10,000 to $15,000- None
E. Oak Grove Cemetery Report

Slattery made a motion to approve the consent agenda; Seconded by Mudrovic. The motion passed.

9. Items Removed from the Consent Agenda: None

10. Presidents Announcements and Reminders: None

11. Directors Report:

A. Thank You's (As Available)

B. General Department Update

Britton asked if the Board due to the holidays would like to cancel the July 1st, 2026 meeting since there were no pressing items for discussion in the Work Session. Consensus was to cancel.

12. Board Member Announcements and Reminders:

Slattery – Good.

Mudrovic – Good.

Zerr – Good

Muench – Good. Asked about how park land is zoned. Asked if it was possible to have land zones for "Parks". Staff said they would check into it.

Bichel – Good

13. Council Liaison Announcements and Reminders:

Mitchell stated that the next Ward Meeting was going to be held on Thursday June 18th in Ward 7.

14. Park Board Liaisons Comments

A. Foundation Report: Board still working on the Holiday Ornament that will be sold as a fundraiser.

B. Legislative Report: None

As there was no further business to discuss Slattery moved for **Adjournment** at 7:09 pm; Seconded by Mudrovic. The motion passed.

Meeting: June 17, 2026

Respectfully Submitted,

_____	_____
Larry Muench, Vice-President	Anna Shy, Secretary

Upcoming Events

Meetings:

- August 5, 2026
- August 19, 2026

- First Fridays - Recurring every first Friday of every month
  - Foundry Art Centre, 5P – 8P
- St. Charles Market - Saturdays through November 28, 2026
  - Main Street, 7:30A – 1P
- Blanchette and Wapelhorst Aquatic Facilities 2026 Season
  - Blanchette: Open daily through August 16, from 11A – 7P
  - Wapelhorst: Open daily through August 23, August 29-30, September 5-7, from 11A – 7P
- Music on Main – Recurring every third Wednesday of each month, May through September
  - N. Main Street, 5P – 7:30P
- Hot Summer Nights – Second Saturday in July, August, and September
  - Frenchtown, 7:00P
- Storytime in the Park – Friday, July 17, 2026
  - Wapelhorst Park Shelter 2, 10A
- St. Charles Market Peach Festival – Saturday, July 25, 2026
  - Main Street, 7:30A – 1P
- Dive-In Movie: Monsters University (G) – Friday, July 31, 2026
  - Blanchette Aquatic Facility – 7:30P (Tickets Required)
- St. Charles Market Corn Festival – Saturday, August 8, 2026
  - Main Street, 7:30A – 1P
- St. Charles Jewish Festival – Sunday, August 9, 2026
  - Lewis & Clark Boat House Parking Lot, 11A – 2:30P
- Food Truck Event – Tuesday, August 11, 2026
  - Blanchette Park, 5P – 8P
- Storytime in the Park – Friday, August 14, 2026
  - Wapelhorst Park Shelter 2, 10A
- Tattoo Arts & Crafts Fair – August 14 through August 16, 2026 (Tickets Required)
  - Foundry Art Centre, Fri 2P - 9P; Sat 12P - 9P; Sunday 12P - 6P
- Festival of the Little Hills – August 21 through August 23, 2026
  - Main Street, Fri 4P - 10P; Sat 9A - 10P; Sunday 9A - 4P
- St. Charles Market Barnyard Bash – Saturday, August 29, 2026
  - Main Street, 7:30A – 1P

St. Charles Parks and Recreation Photo Contest – Ends July 17, 2026

St. Charles Parks & Recreation Financial Worksheet
July 2026

Estimated Financial Worksheet		2026 Actual		2026 Budget
Total Expenses	$	(5,076,472)	$	(12,468,773)
Total Customer Revenue	$	2,224,942	$	4,942,685
Total Property Tax	$	2,130,903	$	4,265,872
Total Delinquent Tax	$	4,748	$	56,019
Total Tax Surtax	$	161,414	$	151,059
Recovered Exp. - Sale of Assets	$	4,470	$	-
Interest	$	4,120	$	-
Total Cell Tower	$	39,832	$	77,914
Capital Reappropriations	$	2,622,177	$	2,622,177
Other Revenue Contributions	$	5,379	$	28,498
Grants	$	-	$	10,000
Replacement Fund	$	577,100	$	577,100
	$	2,698,613	$	262,551

Beginning Fund Balance		4,549,420
Expenses	$	(5,076,472)
Revenue	$	7,775,085
Ending Cash Balance	$	7,248,033
Petty Cash	$	8,950
Asset Disposition of Soccer Park	$	3,000,000
Estimated Equipment Replacement Fund	$	3,088,103
Fund Balance	$	1,168,880

Aquatics		2026 Actual		2026 Budget
Personnel Expenditures	$	(547,048)	$	(1,118,033)
Contractual Expenditures	$	(78,738)	$	(197,858)
Materials & Supplies Expenditures	$	(152,719)	$	(356,830)
Capital Outlay	$	(20,510)	$	(35,000)
Equipment Replacement Fund	$	(100,223)	$	(100,223)
Total Expenses	$	(899,239)	$	(1,807,944)
Total Revenue	$	631,795	$	1,803,500
Recovered Expenses	$	-		
Total Income	$	631,795	$	1,803,500
Aquatics Net Revenue	**$**	**(267,443)**	**$**	**(4,444)**

Concessions		2026 Actual		2026 Budget
Personnel Expenditures	$	(118,192)	$	(195,135)
Contractual Expenditures	$	(30,211)	$	(72,187)
Materials & Supplies Expenditures	$	(116,588)	$	(211,635)
Capital Outlay	$	-	$	(5,000)
Equipment Replacement Fund	$	(19,046)	$	(19,046)
Total Expenses	$	(284,037)	$	(503,003)
Total Revenue	$	225,989	$	503,000
Recovered Expenses	$	-	$	-
Total Income	$	225,989	$	503,000
Concession Net Revenue	**$**	**(58,047)**	**$**	**(3)**

Memorial Hall		2026 Actual		2026 Budget
Personnel Expenditures	$	(30,443)	$	(61,036)
Contractual Expenditures	$	(6,681)	$	(14,503)
Materials & Supplies Expenditures	$	(10,882)	$	(32,839)
Capital Outlay	$	-	$	(3,000)
Equipment Replacement Fund	$	(12,565)	$	(12,565)
Total Expenses	$	(60,571)	$	(123,943)
Total Revenue	$	33,083	$	115,300
Total Tax Revenue (.002)	$	4,271	$	8,644
Recovered Expenses	$	-	$	-
Total Income	$	37,354	$	123,944
Memorial Hall Net Revenue	**$**	**(23,216)**	**$**	**1**

Recreation		2026 Actual		2026 Budget
Personnel Expenditures	$	(549,283)	$	(1,051,520)
Contractual Expenditures	$	(63,838)	$	(176,196)
Materials & Supplies Expenditures	$	(197,240)	$	(586,280)
Capital Outlay	$	-	$	-
Equipment Replacement Fund	$	(19,098)	$	(19,098)
Total Expenses	$	(829,459)	$	(1,833,094)
Total Revenue	$	1,057,982	$	1,617,000
Total Tax Revenue (5%)	$	106,783	$	216,095
Recovered Expenses	$	-		
Total Income	$	1,164,765	$	1,833,095
Recreation Net Revenue	**$**	**335,305**	**$**	**1**

Maintenance		2026 Actual		2026 Budget
Personnel Expenditures	$	(1,131,088)	$	(2,075,197)
Contractual Expenditures	$	(223,187)	$	(467,456)
Materials & Supplies Expenditures	$	(92,160)	$	(181,375)
Capital Outlay	$	-	$	-
Equipment Replacement Fund	$	(273,850)	$	(273,850)
Total Expenses	$	(1,720,285)	$	(2,997,878)
Total Revenue	$	149,583	$	365,800
Total Tax Revenue (58%)	$	1,224,369	$	2,506,697
Total Surtax (83%)	$	133,974	$	125,379
Recovered Expenses	$	-		
MO Conservation Grant			$	-
Total Income	$	1,507,926	$	2,997,876
Maintenance Net Revenue	**$**	**(212,359)**	**$**	**(2)**

Administration		2026 Actual		2026 Budget
Personnel Expenditures	$	(522,220)	$	(1,002,153)
Contractual Expenditures	$	(68,997)	$	(153,106)
Materials & Supplies Expenditures	$	(23,720)	$	(62,710)
Capital Outlay				
Equipment Replacement Fund	$	(28,715)	$	(28,715)
Total Expenses	$	(643,652)	$	(1,246,684)
Total Revenue	$	126,509	$	339,085
Total Tax Revenue (21%)	$	448,487	$	907,597
Recovered Expenses	$	-	$	-
Total Income	$	574,996	$	1,246,682
Administration Net Revenue	**$**	**(68,656)**	**$**	**(2)**
Rangers		2026 Actual		2026 Budget
Personnel Expenditures	$	(306,682)	$	(573,322)
Contractual Expenditures	$	(51,341)	$	(103,677)
Materials & Supplies Expenditures	$	(8,535)	$	(26,855)
Capital Outlay	$	-	$	-
Equipment Replacement Fund	$	(53,097)	$	(53,097)
Total Expenses	$	(419,655)	$	(756,951)
Total Revenue	$	-	$	199,000
Total Tax Revenue (12.2%)	$	256,278	$	527,271
Total Surtax (17%)	$	27,440	$	25,680
Recovered Expenses				
Total Income	$	283,719	$	751,951
Rangers Net Revenue	**$**	**(135,936)**	**$**	**(5,000)**
Parks Capital		2026 Actual		2026 Budget
Total Expenses	**$**	**(219,576)**	$	(3,199,277)
Total Revenue/ Replacement Fund	$	577,100	$	577,100
Total Tax Revenue (4.47%)	$	95,464	$	155,588
Re-Appropriations	$	2,622,177	$	2,622,177
Other Revenue Contributions	$	53,800	$	77,914
Budget Amendments				
Total Income	$	3,348,541	$	3,432,779
Capital Net Revenue	**$**	**3,128,965**	**$**	**233,502**
Cemetery		2026 Actual		2026 Budget
Personnel Expenditures	$	(82,423)	$	(197,676)
Contractual Expenditures	$	(9,731)	$	(32,770)
Materials & Supplies Expenditures	$	(6,220)	$	(14,500)
Capital Outlay	$	-	$	-
Total Expenses	$	(98,374)	$	(244,946)
Total Revenue	$	28,500	$	65,000
Cemetery Net Revenue	$	(69,874)	$	(179,946)

July 2026 Project Report

Project Code	Project Name	G/L Account	Budget	Expenses	Encumbrances	Remaining Funds	Fund	%
25CMTRY002	HVAC AT CEMETERY OFFICE	430-500-551-872102	$ 7,069.00	$ 7,069.00	$ -	$ -	Capital Sales Tax	100%
26CMTRY001	CEMETERY RECORD MGMT SOFTWARE	410-431-791-874199	$ 31,000.00	$ -	$ -	$ 31,000.00	Capital Sales Tax	0%
		430-500-551-872102	$ 7,069.00	$ 4,338.31	$ -	$ 2,730.69	Capital Sales Tax	61%
24PARKS009	MCNAIR PARK IMPROVEMENTS	217-217-131-873109	$ 50,000.00	$ 38,502.05	$ 11,497.00	$ 0.95	Property Tax	100%
		417-217-131-873109	$ 10,000.00		$ 9,863.00	$ 137.00	Parks Capital	99%
25PARKS013	LEGACY FARMS RECREATIONAL SITE	216-217-131-873109	$ 329,536.19	$ 261.80	$ -	$ 329,274.39	Metro	1%
		217-217-131-873109	$ 2,332,250.00	$ 37,338.10	$ 20,520.00	$ 2,274,391.90	Property Tax	2%
		417-217-131-873109	$ 3,519,729.97	$ 566,816.21	$ 806,074.79	$ 2,146,838.97	Prop P Sales Tax	39%
25PARKS016	RANGER VEHICLES & EQUIPMENT	217-217-131-874102	$ 41,500.00	$ 35,829.10		$ 5,670.90	Replacement Fund	86%
25PARKS024	SOFTWARE UPGRADES	217-217-131-874108	$ 5,000.00	$ 3,016.16	$ -	$ 1,983.84	Replacement Fund	60%
25PARKS025	PRINTER REPLACEMENTS	217-217-131-874106	$ 6,073.00	$ 2,213.84	$ -	$ 3,859.16	Replacement Fund	36%
25PARKS027	MASTER PLAN	217-217-131-873109	$ 200,000.00	$ -	$ -	$ 200,000.00	Property Tax	0%
25PARKS028	PUNDMANN PARK	417-217-131-873109	$ 60,000.00	$ 41,169.06	$ 11,594.57	$ 7,236.37	Parks Capital	88%
25PARKS029	WAPELHORST ATHLETIC COMPLEX	216-217-131-873109	$ 100,911.00	$ 48,222.75		$ 52,688.25	Metro	48%
		217-217-131-873109	$ 1,850,514.00	$ 1,850,828.76		$ (314.76)	Property Tax	100%
		417-217-131-873109	$ 194,000.00	$ 193,936.20		$ 63.80	Parks Capital	99%
26PARKS002	FACILITY REPAIRS	217-217-131-874105	$ 3,589.00	$ 1,289.25	0	$ 2,299.75	Property Tax	36%
		417-217-131-873109	$ 30,000.00		$ 27,932.84	$ 2,067.16	Prop P Sales Tax	93%
26PARKS003	GARDENS AND MEMORIAL HALL DRAINAGE	417-217-131-873109	$ 80,000.00	$ -	$ 6,050.00	$ 73,950.00	Prop P Sales Tax	8%
26PARKS006	HVAC REPLACEMENT - ALL FACILITIES	217-217-131-872102	$ 12,000.00	$ -	$ -	$ 12,000.00	Property Tax	0%
26PARKS007	RESTROOM REHABS - ALL PARKS	217-217-131-872102	$ 12,000.00	$ 12,000.00	$ -	$ -	Property Tax	100%
26PARKS008	ROOFING PROJECTS	217-217-131-872102	$ 50,000.00	$ -	$ -	$ 50,000.00	Property Tax	0%
26PARKS009	SEAL ASPHALT - ALL PARKS	217-217-131-873104	$ 22,500.00	$ 1,700.00	$ -	$ 20,800.00	Property Tax	8%
26PARKS010	LANDSCAPING - ALL PARKS	217-217-131-873109	$ 9,500.00	$ 2,240.79		$ 7,259.21	Property Tax	24%
26PARKS011	PLAYGROUND SAFETY SURFACING	217-217-131-873109	$ 5,000.00	$ 3,400.00	$ -	$ 1,600.00	Property Tax	68%
26PARKS012	ADA RENOVATIONS	217-217-131-873109	$ 5,000.00	$ 1,855.58	$ -	$ 3,144.42	Property Tax	37%
26PARKS013	PARKS STORM WATER	217-217-131-873109	$ 13,062.50	$ 2,535.56	$ -	$ 10,526.94	Property Tax	19%
26PARKS014	ATHLETIC FIELD RENOVATIONS	217-217-131-873109	$ 21,335.74	$ 10,514.39	$ -	$ 10,821.35	Property Tax	49%
26PARKS015	CONCESSION STAND RENOVATIONS	217-217-131-873109	$ 15,000.00	$ 14,282.59	$ 690.48	$ 26.93	Property Tax	99%
26PARKS016	MAINTENANCE FACILITIES IMPROVEMENTS	217-217-131-873109	$ 25,127.09	$ 5,181.96	$ -	$ 19,945.13	Property Tax	21%
26PARKS017	AQUATIC - FEATURES & SIGNAGE	217-217-131-873109	$ 155,500.00	$ 22,372.84	$ 77,646.03	$ 55,481.13	Replacement Fund	64%
26PARKS018	WAPELHORST SAND VOLLEYBALL COURTS	217-217-131-873109	$ 28,000.00	$ -	$ -	$ 28,000.00	Replacement Fund	0%
26PARKS019	PC REPLACEMENT	217-217-131-874106	$ 42,334.21	$ 1,447.98	$ -	$ 40,886.23	Replacement Fund	3%
26PARKS020	RECREATION EQUIPMENT	217-217-131-873199	$ 16,500.00		$ -	$ 16,500.00	Replacement Fund	0%
26PARKS021	SECURITY EQUIPMENT	217-217-131-873199	$ 20,000.00	$ 16,470.65		$ 3,529.35	Replacement Fund	82%
26PARKS022	MEMORIAL HALL FURNISHINGS	217-217-131-873109	$ 16,310.52	$ 3,052.14	4998	$ 8,260.38	Replacement Fund	49%
		217-217-131-874103	$ -	$ 29.57	$ -	$ (29.57)	Replacement Fund	0%
26PARKS023	FURNISHING REPLACEMENTS	217-217-131-874103	$ 19,917.85	$ 442.67		$ 19,475.18	Replacement Fund	2%
26PARKS024	CONCESSION EQUIPMENT REPLACEMENT	217-217-131-874105	$ 12,601.60	$ 2,137.99	$ -	$ 10,463.61	Replacement Fund	17%
26PARKS025	AQUATICS - FACILITY SAFETY EQUIPMENT	217-217-131-874199	$ 5,600.00	$ -	$ -	$ 5,600.00	Replacement Fund	0%
26PARKS026	ADMINISTRATION VEHICLE	217-217-131-874105	$ 41,411.00	$ 41,411.00		$ -	Replacement Fund	100%
26PARKS027	BLANCHETTE LANDING BOAT RAMP	217-217-131-873199	$ 50,000.00	$ -	$ -	$ 50,000.00	Property Tax	0%
26PARKS028	TRAILS & PARKING LOT REHAB	216-217-131-873109	$ 100,000.00	$ -	$ -	$ 100,000.00	Metro	0%
			$ 9,511,803.67	$ 2,960,498.99	$ 976,866.71	$ 5,574,437.97		
			$ 9,556,941.67					

Project Funding Source Totals

	Budget	Expenses	Encumbrances	Remaining Amount	
Equipment Replacement Fund	$ 410,748.18	$ 128,423.94	$ 82,644.03	$ 199,680.21	
Taxes	$ 4,676,878.33	$ 1,981,669.03	$ 32,707.48	$ 2,662,501.82	
Metro Parks & Recreation Fund	$ 530,447.19	$ 48,484.55	$ -	$ 481,962.64	
Prop P Parks Capital	$ 3,893,729.97	$ 801,921.47	$ 861,515.20	$ 2,230,293.30	
Gaming Funds	$ -				
Cash Balance		$ -			
TOTAL PROJECTS	$ 9,511,803.67	$ 2,960,498.99	$ 976,866.71	$ 5,574,437.97	$ 9,556,941.67

Capital Sales Tax (Cemetery only)				
Other City Funds	$ 45,138.00	$ 11,407.31	$ -	$ 33,730.69
Legacy Farms Park Balance	$ 6,181,516.16	$ 604,416.11	$ 826,594.79	$ 4,750,505.26
Wapelhorst Athletic Complex Balance	$ 2,145,425.00	$ 2,092,987.71	$ -	$ 52,437.29

JULY Accounts Receivable Report

2025 Individual				**Status**
Daycamp		$	270.00	Posted to the account denied enrollment
2025 TOTAL		**$**	**270.00**	
2025 Organizations				
Organizations with multiple uses paying monthly, quarterly or by season				
2025 TOTAL				
	Total Due	**$**	**270.00**	
2026 Individual				
Swim Team		**$**	**170.00**	Rec Council - Bill at end of swim team
Daycamp		**$**	**340.00**	Rec Council - Bill this week
Private Swim		**$**	**90.00**	Rec Council - Bill this week
Week 1-3 Daycamp - 2 kids		**$**	**490.00**	Emergency foster situation - State is paying
				Contacting for expected pymt date
2026 Organizations				
Ambassadors of Harmony			**$2,400**	2nd quarter to be billed this week
St. Charles HS			**$1,257**	Billed 5/29 - Following up
	Total Due	**$**	**4,747.00**	
For balances that are due in RecTrac, there are notes within those households that they have to pay off the balance due before registering for any Park programs, facilities, pool passes, etc. Each household has been locked out of their WebTrac accounts so they have to call the office.				

2026 Oak Grove Cemetery Report

01/01/26 - 07/10/26

Grave Fees

Grave Type	Fee	Quantity	Total
Infants (1.5 feet by 3 feet)	Included in interment fee		
Regular (4 feet by 10 feet)	$ 1,400.00	27	$ 37,800.00
Cremation (3 feet by 3 feet)	$ 800.00	2	$ 1,600.00
	Total:	29	$ 39,400.00

Burial Fees

Infant's Grave Including Grave Site

Burial Day (Completed before Closing)	Fee	Quantity	Total
Monday - Friday	$ 680.00	0	$ -
Saturday	$ 940.00	0	$ -
Sunday	$ 1,200.00	0	$ -
City Holidays	$ 1,200.00	0	$ -
Burial Day (Completed after closing - 3:00P.M.)	**Fee**	**Quantity**	**Total**
Monday - Friday	$ 940.00	0	$ -
	Total:	0	$ -

Infant's Grave on Pre-Owned Grave Site

Burial Day (Completed before Closing)	Fee	Quantity	Total
Monday - Friday	$ 300.00	0	$ -
Saturday	$ 560.00	0	$ -
Sunday	$ 830.00	0	$ -
City Holidays	$ 830.00	0	$ -
Burial Day (Completed after closing - 3:00P.M.)	**Fee**	**Quantity**	**Total**
Monday - Friday	$ 560.00	0	$ -
	Total:	0	$ -

Infant's Grave Disinterment

Disinterment (Completed before Closing)	Fee	Quantity	Total
Monday - Friday	$ 470.00	0	$ -
	Total:	0	$ -

Single Depth Grave

Burial Day (Completed before Closing)	Fee	Quantity	Total
Monday - Friday	$ 1,600.00	12	$ 19,200.00
Saturday	$ 1,800.00	1	$ 1,800.00
Sunday	$ 2,100.00	1	$ 2,100.00
City Holidays	$ 2,100.00	0	$ -
Burial Day (Completed after closing - 3:00P.M.)	**Fee**	**Quantity**	**Total**
Monday - Friday	$ 1,800.00	0	$ -
	Total:	14	$ 23,100.00

Single Depth Grave Disinterment

Disinterment (Completed before Closing)	Fee	Quantity	Total
Monday - Friday	$ 1,800.00	0	$ -
	Total:	0	0

Double Depth Grave

Burial Day (Completed before Closing)	Fee	Quantity	Total
Monday - Friday	$ 2,000.00	1	$ 2,000.00
Saturday	$ 2,200.00	2	$ 4,400.00
Sunday	$ 2,500.00	0	$ -
City Holidays	$ 2,500.00	0	$ -
Burial Day (Completed after closing - 3:00P.M.)	**Fee**	**Quantity**	**Total**
Monday - Friday	$ 2,200.00	0	$ -
	Total:	3	$ 6,400.00

Double Depth Grave Disinterment

Disinterment (Completed before Closing)	Fee	Quantity	Total
Monday - Friday	$ 2,200.00	0	$ -
	Total:	0	$ -

Cremations without a Service

Burial Day (Completed before Closing)	Fee	Quantity	Total
Monday - Friday	$ 500.00	5	$ 2,500.00
Saturday	$ 850.00	4	$ 3,400.00
Sunday	$ 1,100.00	0	$ -
City Holidays	$ 1,100.00	0	$ -
Burial Day (Completed after closing - 3:00P.M.)	**Fee**	**Quantity**	**Total**
Monday - Friday	$ 850.00	0	$ -
	Total:	9	$ 5,900.00

Cremations with a Service

Burial Day (Completed before Closing)	Fee	Quantity	Total
Monday - Friday	$ 850.00	0	$ -
Saturday	$ 1,100.00	0	$ -
Sunday	$ 1,650.00	0	$ -
City Holidays	$ 1,650.00	0	$ -
Burial Day (Completed after closing - 3:00P.M.)	**Fee**	**Quantity**	**Total**
Monday - Friday	$ 1,100.00	0	$ -
	Total:	0	$ -

Cremations Disinterment

Disinterment (Completed before Closing)	Fee	Quantity	Total
Monday - Friday	$ 580.00	0	$ -
	Total:	0	0

Memorial Trees/Other Donations

Type	Fee	Quantity	Total
Donation for installing a Veteran marker	$ 200.00	0	$ -
	Total:	0	$ -

Charitable Burials

Type	Fee	Quantity	Total
Regular Grave Space	$ 1,400.00	0	$ -
Single Depth Burial	$ 1,600.00	0	$ -
Infant Burial	$ 680.00	0	$ -
	Total:	0	$ -

Year End Totals	Quantity	Revenue
Total Grave Sales	27	$ 37,800.00
Total Cremation Grave Sales	2	$ 1,600.00
Total Grave Burials	17	$ 29,500.00
Total Cremation Burials	9	$ 5,900.00
	Total Income	$ 74,800.00

A very happy resident regarding interaction with Parks and Public Works recently. Just wanted to pass along if you could? Thank you.

Sincerely,

Denise Mitchell,
City Council - Ward 5 Representative
City of Saint Charles, MO
Denise.Mitchell@stcharlescitymo.gov
636-634-1643

If you do not wish to receive future notifications, please opt-out by replying to this email with "Unsubscribe" in the subject line.

From: John Cline <jc_cline50@hotmail.com>
Sent: Wednesday, July 8, 2026 11:32 AM
To: Denise Mitchell
Subject: Thank You Note

CAUTION: This email originated from outside of the City of Saint Charles. Do not click links or open attachments unless you recognize the sender and know the content is safe.

Denise,

Recently I sent an email to the Parks Dept about neither of the pumps/compressors working in the pond at Wapelhorst Park; the pond really looks bad. I wasn't sure if my email went through, so I also left a voicemail. Earlier this week Jenny from the Parks Dept called me, thanked me for my note and said they were aware of the problem, and it is in the process of being resolved.

On one of your more recent emails, you included a note about the city picking up any branches that may have fallen during a recent storm. I called the number and had the branches at the edge of our property by 7:00 am yesterday. This morning trucks arrived about 8:00 am and they removed the branches.

Nice follow-up from both of these city resources.

John