

A G E N D A
WORK SESSION
City of Moberly
November 18, 2019
6:00 PM

Requests, Ordinances, and Miscellaneous

1. Receipt of bids for Rt. M Phase II Bridge and Abutment.
2. Pump Repairs and Motor Replacement for four pumps at 7 Bridges Lift and N. Morley Stations
3. The Public Utilities Department has found that it is necessary to perform more and more repairs and replacement of sewer and water mains. As part of this work, staff are utilizing the mini-excavator more due to the ease of operation especially in tight places. It is not uncommon to have several excavation sites going on at one time. The State bid has a unit that meets our need at a cost much less than was budgeted in the approved Utilities' CIP budget
4. Ordinance authorizing the city manager to enter into an agreement with the housing authority of the City of Moberly for the 2020.
5. Discussion of the final contract for Collective Bargaining Agreement between the City of Moberly and International Association of Firefighters

City of Moberly City Council Agenda Summary

Agenda Number: _____
 Department: Public Works
 Date: November 18, 2019

Agenda Item: Receipt of bids for Rt. M Phase 2 Bridge.

Summary: Advertisement was done for the bridge and abutment design, bids were opened on November 14, 2019 at 10:00am. Construction bids will be opened November 21, 2019 at 10:30am. Two (2) bids were received from Big R Bridge and Contech. We are still reviewing the bids. Due to Big R Bridge not including insurance and bid bond, Contech seems to be the responsible bidder.

Attached are the bids.

Recommended Action: Direct staff to bring forward to the regular City Council meeting on December 2, 2019 for final approval.

Fund Name: Transportation Trust - Rt. M

Account Number: 600.168.5409


Available Budget \$: 19657.88

ATTACHMENTS:		Roll Call	Aye	Nay
<input type="checkbox"/> Memo	<input type="checkbox"/> Council Minutes	Mayor		
<input type="checkbox"/> Staff Report	<input type="checkbox"/> Proposed Ordinance	M___ S___ Jeffrey	___	___
<input type="checkbox"/> Correspondence	<input type="checkbox"/> Proposed Resolution			
<input checked="" type="checkbox"/> Bid Tabulation	<input type="checkbox"/> Attorney's Report	Council Member		
<input type="checkbox"/> P/C Recommendation	<input type="checkbox"/> Petition	M___ S___ Brubaker	___	___
<input type="checkbox"/> P/C Minutes	<input type="checkbox"/> Contract	M___ S___ Kimmons	___	___
<input type="checkbox"/> Application	<input type="checkbox"/> Budget Amendment	M___ S___ Davis	___	___
<input type="checkbox"/> Citizen	<input type="checkbox"/> Legal Notice	M___ S___ Kyser	___	___
<input type="checkbox"/> Consultant Report	<input type="checkbox"/> Other _____		Passed	Failed

SIGN IN SHEET

CITY OF MOBERLY MO - ROUTE M SIDEWALK IMPROVMENTS - PROJECT NO. TAP-4500(209)
 OWNER: CITY OF MOBERLY, MO

BID DATE: Thursday, November 14, 2019 @ 10:00 AM LOCAL TIME
 Bartlett & West Project # 019254.008

#	NAME (print)	COMPANY	PHONE	E-MAIL
1	Austin Johnson	Bartlett & West	573-659-6737	austin.johnson@bartwest.com
2	Rob Gallup	Bartlett & West	573-659-6711	rob.gallup@bartwest.com
3	D.K. Galloway	City of Moberly	660-263-4420	tsanders@cityofmoberly.com
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BID DAY TAB

CITY OF MOBERLY MO - ROUTE M SIDEWALK IMPROVMENTS - PROJECT NO. TAP-4500(209)
 OWNER: CITY OF MOBERLY, MO

BID DATE: Thursday, November 14, 2019 @ 10:00 AM LOCAL TIME
 Bartlett & West Project # 019254.008

#	Bidder	Total Base Bid	Addendum (Y/N)	Bond (Y/N)
1	Grant Amount			
2	Engineer's Estimate	\$35,000.00	N/A	N/A
3	Big R Bridge	\$ 30,600.00	N	N
4	Contech	\$ 35,640.00	Y	Y
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QUOTATION

Quotation Date: 11/11/2019
 Bid Date: 11/14/2019
 Expiration Date: 12/14/2019
 Opportunity No.: 2019-00854

PROJECT: Pedestrian Bridge and Crosswalk Signals - Moberly, MO

Item	Description	Quantity	Unit Price	Total Price
1	<p>Prefabricated steel truss pedestrian bridge superstructure with features as described below:</p> <p>Bridge Model: Ped Truss Bridge Length: 50.00 ft. (out to out dimension) Width: 5.00 ft. (clear between rails) Design Code: AASHTO LRFD Guide Specifications for Design of Pedestrian Bridges Design Vehicle: 5,000 lbs Live Load: 90 psf. Number of Pieces: 1 Finish: A847 & A588 (Weathering), SP-7 Brush-Off Blast Bridge Decking: G-90 deck forms are shop-installed ready to receive a field-poured reinforced concrete deck by others. Railing Type: Horizontal with 4" maximum openings Railing Height: 4'-6" - Pedestrian/Bicycle Included Options: Ipe Rub Rail, Toe Plate, Parallel Chord, Underhung, Pratt Truss, Plumb End Vertical Bearings: Big R Bridge Designed Bearings are included. Steel on Steel Preliminary Superstructure Weight: 7,700 lbs.</p>	1 ea.	Lump Sum Includes Freight	\$28,500.00

Shop drawings will be provided, signed and sealed by a Professional Engineer registered in the State of Missouri.

Special Considerations:

- This steel fabricated bridge is offered in lieu of the Timber bridge described in the project documents.
- Emseal compression joints are included.
- Parallel Chord Truss: The vertical trusses shall be designed such that the top and bottom chord members are parallel for the entire length of bridge. The interior verticals of the trusses shall be perpendicular to the top face of the bottom chord.
- The bridge shall utilize an underhung floor beam where the top face of the floor beam shall be welded to the bottom face of the bottom chord. The distance from the top of deck to the bottom of the floor beam shall be determined by the Bridge Manufacturer during final design.



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- The vertical truss shall use a single-diagonal, Pratt configuration, where all the diagonals are in tension.
- A single simple-span bridge shall have a vertical camber dimension at the mid-span equal to 150% of the anticipated full dead load deflection.
- The top of the decks shall be at the same elevation at each end of the bridge.
- The fracture toughness requirements and designation of Fracture Critical Member and Main Member designation are hereby waived for these structures.
- All members of the truss and deck support system shall be fabricated from square or rectangular hollow structural shapes (HSS), with the exception that floor beams may be wide flange shapes
- Welding procedures and weld qualification test procedures shall conform to the provisions of AWS D1.1, Structural Welding Code, latest edition.
- Non-Destructive Testing: All welds within the structure, shall be visually inspected for conformance to size, under cut, profile and finish.

2	Abutment Design	1 ea.	Lump Sum	\$2,100.00
	<ul style="list-style-type: none"> - Design of a shallow spread footing to support the bridge specified above. - The Owner/General Contractor will provide to Big R a bridge site specific signed and sealed Geotechnical report with recommendations. - Civil, grading and profile drawings are excluded. - Wing walls as part of the design are excluded. - Anchor bolt design is included. 			

To ensure quality standards are followed, Big R Bridge holds the following certifications:

- In the United States we are certified under the AISC Quality Certification Program for Simple, Major, and Advanced (ABR) Steel Bridges with Fracture Critical and Sophisticated Paint endorsements.
- In Canada we are certified under the Canadian Welding Bureau (CWB) as being qualified under CSA Standard W47.1, Division 2.

Dimension & Weight Disclaimer:

- All dimensions and weights listed in this proposal are approximate and are subject to change upon final design parameters and customer approval of engineered submittal drawings.
- Do not base the selection and/or mobilization of installation equipment off of approximate dimensions and weights.
- Final dimensions and weights will be noted on customer approved submittal drawings.



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The following items are not included with this proposal:

- third party inspections at any time during the project duration,
- design, excavation and construction of bridge abutments, (except as noted above)
- anchor bolt supply and installation,
- unloading and assembly of bridge at the project site,
- supply and placement of reinforced concrete deck (if applicable),
- site surveys, permitting or geotechnical evaluations,
- any federal, state, county or local sales tax
- approach rail,
- armored expansion or strip sealed joints,
- UT or RT testing,
- fracture critical consideration,
- bridge grade or skewed ends.

We hereby order the products and services covered in this Quotation subject to the General Terms and Conditions of Sale as well as Product Specific Terms and Conditions of Sale attached to and incorporated by reference to this Quotation.

Accepted by: _____
 Title: _____
 Company: _____
 Date: _____

Quote by: 
 Juan Banuelas, Market Manager - Central
 Midwest
 Phone: 913-225-6895
 Email: jbanuelas@bigrbridge.com

Opportunity No.: 2019-00854
Project: Pedestrian Bridge and Crosswalk Signals - Moberly, MO



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GENERAL TERMS AND CONDITIONS OF SALE

- Acknowledgment:** Acceptance of this Quotation by signing or by using any part constitutes full acceptance of all terms contained herein. Conflicting or additional terms in Customer's purchase order or contract shall not apply. Notwithstanding the foregoing, final acceptance of this signed Quotation by Big R Bridge is subject to credit approval of the Customer, which is at Big R Bridge's sole discretion. Vist-A-Wall Systems is a division of Big R Bridge and all references made herein to Big R Bridge shall be interpreted interchangeable with Vist-A-Wall Systems.
- Payment Terms:** At time of order, a progress payment as defined by the Product Specific Terms and Conditions of Sale will be required. If a progress payment, as defined, is not received prior to expiration of this Quote, then pricing is subject to change due to fluctuations in material, freight and other service costs. Additional progress payments may be required depending upon the complexity and schedule of the project. Credit terms will be determined on the remaining balance, after review of trade and bank reference made by our credit department. Payment terms of Net 30 days, contained in this proposal, may not be changed without written authorization from Big R Bridge, this is not a pay-when-paid or paid-if-paid agreement. Acceptance of this Quotation constitutes acceptance of these credit terms. Customer and any guarantor(s) jointly and severally agree to (1) reimburse Big R Bridge for all reasonable cost of collecting any outstanding payments, including attorney fees and (2) pay interest on such outstanding payments due past 30 days at the maximum legal interest rate allowed by law in the State of Colorado or the state in which the project is located, whichever is higher, and (3) an additional Service Charge of 2% per month on any balance due past 30 days from invoice date. In addition, no retention shall be withheld from payments. PAYMENTS TO BIG R BRIDGE SHALL NOT BE DEPENDENT UPON, OR OTHERWISE SUBJECT TO OR CONDITIONED UPON, THE RECEIPT BY CUSTOMER OF PAYMENT FROM THE OWNER OR ANY OTHER SOURCE.
- Delivery Point & Acceptance:** Prices include delivery to Moberly, Missouri via standard highway tractor-trailer unless otherwise stated in this Quote and as close to the project location as trucks can reasonably access and be driven under their own power without specialized equipment (e.g. steerable dolly, transfer cranes, etc.), or, at Customer's option, to storage with the same access conditions. If the Customer changes the delivery schedule within 2 weeks of scheduled delivery there is a \$1,000 change fee plus any permit fees, pilot cars and any other expenses or losses incurred by the date change. It is the Customer's responsibility to unload and assemble. Unloading time exceeding 1½ hours per load will be billed at \$150.00 per hour. Any delays by customer exceeding 1 ½ hours could result in additional expenses to the freight carrier for additional loss of revenue. Customer shall be responsible to provide suitable facilities for storage and unloading. Customer shall verify the condition and quantity of product and materials with the trucker Bill of Lading within 24 hours of delivery and shall notify Big R Bridge in writing of any discrepancies within the same time period. If notice is not received within 24 hours, then Customer waives its right to claim and it will be at Big R Bridge's sole discretion to decide if a remedy is appropriate. Big R Bridge will not be responsible for any loss or damage to products and materials covered by this Quotation after delivery. Installation by customer constitutes acceptance of product and/or materials supplied.
- Submittal and Delivery Dates:** After an order has been placed, Big R Bridge and the Customer will agree upon a delivery date(s) ("Delivery Date(s)") which will be confirmed by Big R Bridge. As the project proceeds, periodic adjustment to a single (or multiple) Delivery Date(s) may occur upon agreement between both parties. Unless otherwise agreed upon in writing, the Customer is allowed 14 calendar days from transmittal of submittals to provide Big R Bridge with approval to fabricate. Delays in approval of submittal drawings beyond the specified approval time shall extend delivery dates. The extension of the Delivery Date(s) will be renegotiated between Big R Bridge and the Customer based on when actual approval is obtained and the then production capacity of Big R Bridge. If after 30 calendar days, submittal approval has not been received, Customer will be invoiced for all engineering fees incurred to date and the delivery schedule will be revised to reflect current Big R Bridge production capacity and price renegotiation of this Quote may occur. If after 60 calendar days, submittal approval has not been received, then the project will be placed ON HOLD, with no further action being taking by Big R Bridge. Customer will be invoiced for all costs incurred to date and a revised Delivery Date(s) will be determined only once approval is received, current Big R Bridge production capacity is reviewed, and all outstanding invoices have been paid in full. If for any reason, the Customer delays delivery beyond the Delivery Date(s) (or any agreed revisions thereto), the Customer will be immediately invoiced for 100% of the purchase price and payment is due Net 30 days from date of invoice. If delivery is not taken by the Delivery Date(s) (or any revisions thereto), a storage fee of \$500.00 per month per structure or span (not delivered) will also be assessed beginning the 1st of the month immediately following the Delivery Date(s). All storage fees must be paid prior to shipment of product. Also, Big R Bridge reserves the right to re-quote freight for new delivery date(s) and any increase in freight cost above that corresponding to the original Delivery Date(s) will be added to the purchase price.
- Cancellation:** If Customer cancels project any time after acceptance of this Quotation, cancellation fees will be assessed, including all costs incurred to date at the time of cancellation. In order to meet the delivery times listed in Item 4, materials for this project are ordered at the time of Quote acceptance. Big R Bridge reserves the right to change or cancel this quotation, prior to the execution of a contract and upon the discovery of errors and or incomplete/misleading information in project plans, specifications or other documents made available by the Customer, Owner or any Agent that would materially alter the scope of the materials and or services covered by this Quotation. In addition, Big R Bridge reserves the right to change or cancel this Quotation at its sole discretion, prior to the execution of a written contract, if issues are discovered relating to pricing, terms of sale, quantities or scope affecting the products, services contained herein, and if credit terms cannot be agreed upon.
- Transfer of Title:** Transfer of title to the Customer for goods delivered pursuant to this Quotation shall occur at the time of delivery in instances when Big R Bridge is responsible for transportation. For Customer arranged transportation, transfer of title will occur at the time of pick-up from Big R Bridge facilities or designated suppliers. Notwithstanding the foregoing, Big R Bridge shall have the right to repossess the goods, in whole or in part, upon customer's failure to make any payment when due.
- Performance of Warranty Work:** Big R Bridge reserves the right, at its sole discretion, to perform warranty work on its products as covered in the Product Specific Terms and Conditions of Sale. This right will extend to providing its own labor and materials (or subcontractor services) irrespective of any local organized labor or union rules. To the extent that a Customer is utilizing union or



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organized labor, this shall not affect Big R Bridge's ability to self-perform its Warranty obligations on its manufactured products.

8. **Assembly & Installation:** Assembly shall be completed per Big R Bridge engineered drawings and installation instructions as provided. If any questions arise during installation or assembly of Big R Bridge products, it is the Customer's responsibility to contact Big R Bridge for assistance. Big R Bridge will not be liable for costs or damages incurred by Customer due to a lack of instruction, failure to follow installation/assembly procedures or for failure by the Customer to contact Big R when questions or issues arise. To the fullest extent permitted by law, the Customer shall indemnify, defend, and hold harmless Big R Bridge, its agents and employees from any and all claims, damages, losses and expenses, including but not limited to attorneys' fees, arising out of or resulting from Customer's responsibilities under this paragraph.
9. **Technical Assistance:** Any technical assistance provided by Big R Bridge at the request of Customer is of a consulting nature and shall not at any time relieve Customer of its sole responsibility to assemble or construct the Structure, including the installation of the Materials provided, in accordance with the Project Specifications and all applicable local, state or federal statutes and regulations, including, without limitation, the responsibility to use backfill material and compaction procedures conforming to the Project Specifications. Such technical assistance also shall not shift the responsibility for Project design or performance, or any part thereof, to Big R Bridge. The provision of technical assistance is for the benefit of the Customer only and shall not be for the benefit of any other party, including the Project Owner. Extra charges will be quoted and approved by customer before travel is scheduled.
10. **Delays:** If the Customer contends that Big R Bridge is delaying the Project, or any portion thereof, Customer shall notify Big R Bridge in writing within 48 hours of the start of the delay and allow fifteen (15) business days for correction of such delay. Such notice is a condition precedent to the Customer's right to claim against Big R Bridge for such delay. If notice is not provided in accordance with the terms of this paragraph, Customer waives its right to any claim for delay.
11. **Excusable Delays and Consequential Damages:** Big R Bridge shall not be liable any damages as a result of delays in design, delivery, construction, or completion of the Project due to causes beyond its reasonable control, including but not limited to, delays in the approval of drawings, or acts or failure to act by the Customer, the Architect/Engineer, City or State DOT, the Owner and/or any other contractor. Excusable delays also shall include, without limitation, strikes, fires, floods, acts of God, acts of government, failure of supplier's truckers and/or train, or civil strife. In the event of such delays, the delivery schedule shall be adjusted. Such delays shall not relieve Customer of its obligation to accept and pay for the products and materials under this Quotation and in accordance with the Payment Terms. Big R Bridge will not be liable for incidental, consequential or liquidated damages.
12. **Patents, Trademarks, and Proprietary Rights:** Big R Bridge has actual or pending patents, trademarks, and proprietary rights in certain of the Materials, processes, and configurations supplied to Customer. The drawings and other information supplied to Customer remain the property of Big R Bridge and may not be disclosed or provided to any other person or used for any other purpose without Big R Bridge written consent.
13. **Fuel Surcharges:** Applicable fuel surcharges will be calculated and added to invoice amount at time of shipment.
14. **Sales Tax:** Prices do not include sales tax (if applicable).

15. **Applicable Law and Venue:** This Agreement shall be governed by, construed and enforced in accordance with the laws of the State of Colorado without giving effect to its conflicts of law provisions. Venue shall be proper in, and Customer and Big R Bridge irrevocably submit to the jurisdiction of the state and federal courts located in the State of Colorado.

PRODUCT SPECIFIC TERMS AND CONDITIONS OF SALE

PREFABRICATED STEEL BRIDGES

1. **Progress Payment:** At time of order, a progress payment of 30% will be required, with payment receipt prior to issuance of engineering submittals.
2. **Warranty:** Big R Bridge warrants its prefabricated steel bridges to be free of design, material, and workmanship defects for a period of ten (10) years from the earlier of the date of delivery or from 60 days after final fabrication. Naturally durable hardwood decking, and hardwood attachments shall carry a one (1) year warranty against rot, termite damage, or fungal decay from the earlier of the date of delivery or from 60 days after installation on the structure. Other types of wood are excluded under this warranty. This warranty shall not cover defects in the bridge caused by abuse, misuse, overloading, accident, improper maintenance, alteration, or any other cause not the result of defective materials or workmanship. This warranty shall be void unless Owner's records can be supplied which indicated compliance with the minimum guidelines specified in the inspection and maintenance procedures (available upon request). Paint, galvanizing and other special coatings shall be warranted by the coating manufacturer and is not covered by Big R Bridge. Repair or replacement shall be the exclusive remedy for defects under this warranty. Big R Bridge shall not be liable for any consequential or incidental damages for breach of any express or implied warranty on their structures. This Warranty shall be null and void if full and final payment is not received from the customer by Big R Bridge.

STEEL STRUCTURAL PLATE

1. **Progress Payment:** At time of order, a progress payment of 30% will be required, with payment receipt prior to issuance of engineering submittals.
2. **Warranty:** Big R Bridge warrants its steel structural plate to be free of design, material, and workmanship defects for a period of one (1) year from the earlier of the date of delivery or from 60 days after final fabrication. Big R Bridge shall not be liable for any consequential or incidental damages for breach of any express or implied warranty on their structures. This warranty shall not cover defects in the bridge caused by abuse, misuse, overloading, accident, improper maintenance, alteration, or any other cause not the result of defective materials or workmanship. This warranty shall be void unless owner's records can be supplied which indicated compliance with the minimum guidelines specified in the inspection and maintenance procedures (available upon request). Galvanizing and other special coatings shall be warranted by the coating manufacturer and is not covered by Big R Bridge. Repair or replacement shall be the exclusive remedy for defects under this warranty. Big R Bridge shall not be liable for any consequential or incidental damages for breach of any express or implied warranty on their structures. This Warranty shall be null and void if full and final payment is not received from the customer by Big R Bridge.



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MECHANICALLY STABILIZED EARTH (MSE) WALLS

1. **Progress Payment:** At the time initial design drawings are submitted, an Engineering & Mobilization fee will be required as outlined in payment breakdown of this Quotation (Section I).
2. **Additional Terms of Delivery:** Delivery shall be in full truckload quantities. To the extent that material is needed by the customer on a schedule that does not allow for full truckload shipping, Big R will charge an additional fee above the unit pricing contained in this quotation to cover the under-utilized freight cost. MSE panel dunnage is the property of others and if requested, shall be returned by the Customer at Customer's expense.
3. **Warranty:** Big R Bridge warrants that the Materials furnished hereunder shall conform to the Project Specifications and shall be free from defects in material and workmanship. Customer's exclusive remedy for any defects in the Materials shall be limited to replacement or repair, at Big R Bridge' sole discretion. The warranties set forth herein are made by Big R Bridge and accepted by Customer in lieu of all statutory or implied warranties, other than as to title. This warranty shall apply only when Customer has given Big R Bridge written notice of defect or nonconformity upon delivery of the Materials to Customer in accordance with the terms of this Quotation Repair or replacement shall be the exclusive remedy for defects under this warranty. Big R Bridge shall not be liable for any consequential or incidental damages for breach of any express or implied warranty on their structures. This Warranty shall be null and void if full and final payment is not received from the customer by Big R Bridge.

SOUNDWALLS

1. **Progress Payment:** At time of order, a progress payment of 30% will be required, with payment receipt prior to issuance of engineering submittals.
2. **Warranty:**
 - a. **Steel Sound Wall Post Warranty.** Big R Bridge's steel Sound Wall Posts and hardware will conform to all plans and specifications and be free of defects in design, material furnished, and workmanship performed by Big R Bridge. This warranty extends for a period of Ten (10) years from the earlier of date of delivery or 60 days after final fabrication.
 - b. **Coatings:** Paint and other special coatings shall be warranted by the coating manufacturer and is not covered under this warranty. Please check with Big R Bridge for the coating manufacturer's standard warranty. Inspection and Maintenance Guidelines for Painted Steel Sound Wall Posts are available upon request from Big R Bridge.
 - c. **PVC Sound Wall Panels:** PVC Sound Wall panels are covered for a period of twenty (20) years from the earlier of date of delivery or 60 days after final fabrication. This warranty is provided by the PVC Sound Wall Panel Manufacturer and is not covered under this warranty. This Twenty Year Non-Prorated Limited Warranty is available upon request from Big R Bridge.
 - d. Design and Fabrication is warranted to be in compliance with applicable codes as specified by the Project Owner and as approved by such in Big R Bridge's design drawings (e.g. AASHTO LRFD Bridge Design Specifications, IBC, CHBDC, etc.).

Customer's exclusive remedy for any defects in the Materials shall be limited to replacement or repair, at Big R Bridge' sole discretion. The warranties set forth herein are made by Big R Bridge and accepted by Customer in lieu of all statutory or implied warranties, other than as to title. This warranty shall apply only when Customer has given Big R Bridge written notice of defect or nonconformity upon delivery of the Materials to Customer in accordance with the terms of this Quotation Repair or replacement shall be the exclusive remedy for defects under this warranty. Big R Bridge shall not be liable for any consequential or incidental damages for breach of any express or implied warranty on their structures. This Warranty shall be null and void if full and final payment is not received from the customer by Big R Bridge.

FOUNDATION DESIGN SERVICES

1. **Scope of Service:** Big R Bridge may provide structural design of foundation systems that are incorporated into our Prefabricated Steel Bridges and Steel Structural Plate products, as outlined in this Quotation. These services are limited to the structural foundation design only, and will include signed and sealed drawings and calculations by a Registered Professional Engineer. These services do not include the civil engineering required to determine structure length and layout, site grading, wing wall and head wall layout, hydraulic analysis, scour analysis, or any other site-specific engineering typically requiring the services of a Civil Engineer. The Foundation Design Service will only be provided by Big R Bridge if a written Geotechnical Report is submitted obtaining full foundation recommendations for the site-specific structure. Soil borings within 200 feet of the structure must also be included within this Geotechnical Report.
2. **Construction Costs:** Big R Bridge will not be responsible for the construction costs associated with the foundation system. Big R Bridge will provide a design based on the Geotechnical Report and the structure being provided and will not be liable if the foundation is deemed to not be an efficient solution.
3. **Preliminary Designs:** At the time of Quotation, Big R Bridge may provide "preliminary" foundation designs to aid in the costing of the project. However, any foundation design designated as "preliminary" may change during the final design process after award of the project to Big R Bridge. It is the Customer's responsibility to appropriately consider this qualification in their own work, proposals and bids knowing that the preliminary design may change during the final design process. Big R Bridge will not be liable for any additional construction costs incurred related to a change from a preliminary design to a final design, regardless of the reason for this change, including insufficient information, preliminary design errors, site changes, structure loading, or any other modifications to the structure other than specified within this Quotation.

Federal Project No.: STP 4500(209)

City of Moberly
101 West Reed Street
Moberly, Missouri, 65270

REQUEST FOR BID

BID OF

Bidder Name CONTECH ENGINEERED SOLUTIONS
Bidder Address 8301 STATE HWY. 29 NORTH
ALEXANDRIA, MN 56308

FOR
SUPPLYING

Pedestrian Bridge and Abutment Design

Located along E. Urbandale Drive (Route M) beginning 900' east of Gratz-Brown St. on South side of the road in the City of Moberly in Randolph County, Missouri

E. Urbandale Drive (Route M)
Randolph County/City of Moberly

**ADVERTISEMENT
Sidewalk Improvement Work
Notice to Bidders**

SEALED PROPOSALS consisting of:

**Moberly, MO – Pedestrian Bridge and Crosswalk Signals Improvements Project
Federal Aid Project No. TAP-4500(209)**

Located along E. Urbandale Drive (Route M) beginning 900' east of Gratz-Brown St. on South side of the road in the City of Moberly in Randolph County, Missouri

Bids will be received and opened publicly at the office of the Moberly City Hall, 101 W Reed St, Moberly, MO 65270 at, **10:00 A.M. on 14th of November, 2019.**

Any and all bids received after the time specified above will be returned unopened.

The project includes procurement of a pedestrian bridge and the design of its abutments on the south side of Route M just west of the intersection with Gratz-Brown Street. No structures will be impacted as part of this project.

The City of Moberly hereby notifies all bidders that it will affirmatively ensure that in any contract entered into pursuant to this advertisement, businesses owned and controlled by socially and economically disadvantaged individuals will be afforded full opportunity to submit bids in response to this invitation and will not be discriminated against on the grounds of race, color, religion, creed, sex, age, ancestry, or national origin in consideration for an award.

For this project, Section 102.2 of the Missouri Standard Specifications for Highway Construction requiring bidders to be on MoDOT's Qualified Contractor List shall be waived. Prequalification of bidders will not be required. Contractors shall provide references if requested by the City after the bid opening.

CONTRACT DOCUMENTS may be examined at the Moberly City Hall. Copies of plans and specifications can also be seen or purchased for a Non-Refundable fee on-line at <http://planroom.adsmo.net>. Contractors desiring the Contract Documents for use in preparing bids may also obtain a set of such documents from American Document Solutions; 1400 Forum Blvd., Suite 7A, Columbia, MO 65203, telephone number is 573-446-7768. Bidding documents will be shipped only if the requesting party assumes responsibility for all related charges. Corporate, certified, or cashier's checks shall be made payable to ADS.

No Pre-Bid Conference will be held on this project. Any questions can be directed to the engineer.

Proposals must be on forms provided.

All proposals shall be in sealed envelopes clearly identified as "Moberly, MO – Pedestrian Bridge and Crosswalk Signals Improvements Project, Federal Aid Project No. TAP-4500(209)". All bids need submitted to the following:
Moberly City Hall
City Clerk's Office
101 W Reed Street.
Moberly, MO 65270

Bids will be opened in the Moberly City Hall Council Chambers.

The project will be awarded to the lowest, responsive, responsible bidder.

The DBE Goal for this project is 0% with no trainees.

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BIDDER CHECKLIST
FINAL CHECKLIST BEFORE SUBMITTING BID

- 1. For this project, Section 102.2 of the Missouri Standard Specifications for Highway Construction requiring bidders to be on MoDOT's Qualified Contractor List shall be waived. Prequalification of bidders will not be required. Contractors shall provide references if requested by the City after the bid opening.
- 2. For submittal of paper bids, the complete set of bidding documents includes all information through the DBE forms (for DBE forms see #7). The Technical Specifications/Job Special Provisions are for the bidder's information only and is not to be returned with the bid.
- 3. If submitting the bid by mail, it is to be completed, executed, and submitted in a sealed envelope addressed to City Clerk, 101 W. Reed St., City of Moberly. **Provide the vendor name, vendor address, vendor number, county, route and federal project number on the outside of the envelope (if applicable).**
- 4. Please read all items in the bidding document carefully. For paper bids, complete all items in ink or by typing in the information.
- 5. Sign this bidding document properly. If submitted in the name of a firm or corporation, the legal name of the firm or corporation should appear in the space designated, and be signed for by one or more persons legally qualified to execute papers in the name of said firm or corporation. Affix Corporate Seal if the Bidder is a Corporation.
- 6. For paper bids submit a bid bond executed by bidder and surety, or attach cashier's check to the bid bond form.
- 7. Submit the DBE Identification Submittal within 3 business days of the Bid Opening.
- 8. For paper bids, staple addenda to the bid in the appropriate part of the bid. The letter accompanying the addenda should be stapled to the inside of the back cover of the bid and returned. The bidder should retain a duplicate copy. (if applicable)

.....

Below is a list of common mistakes made by bidders leading to non-responsive bids. Please refer to the Standard Specifications for the appropriate procedures for completing and submitting a bid.

- a) Not signing the bid
- b) Not incorporating the addendum into the bidding documents, including attaching the letter to the bid
- c) Not providing a bid bond
- d) Using pencil to fill out the bid
- e) Using white out to make corrections to the itemized bid sheets
- f) Not initialing changes made

.....

All questions concerning the bid document preparation can be directed to Tom Sanders, the Director of Public Works at (660) 269-8705. Project specific questions can be directed to Austin Johnson of Bartlett & West, Inc. at (573) 659-6737.

Special Needs: If you have special needs addressed by the Americans with Disabilities Act, please notify the Tom Sanders, the Director of Public Works at (660) 269-8705 or through Missouri Relay System, TDD 1-800-735-2966, at least five (5) working days prior to the bid opening.

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NOTICE TO CONTRACTORS

Sealed bids, addressed City of Moberly, 101 West Reed Street, Moberly, Missouri, 65270 for the proposed work will be received by the City of Moberly until 2:00 PM (prevailing local time) on June 20th, 2019, at the office of the City of Moberly, 101 West Reed Street, Moberly, Missouri, 65270, and at that time will be publicly opened. Bids should be delivered to: City Clerk, City of Moberly, 101 West Reed Street, Moberly, Missouri, 65270.

- (1) **PROPOSED WORK:** The proposed work, hereinafter called the work, includes:

The proposed work involves fabrication and delivery of a prefabricated pedestrian bridge. The contractor will be required to fabricate, assemble and deliver the bridge at a location as agreed to by the city. The design of the abutments will also be required. All equipment, material, and workmanship must be in accordance with the plans, specifications, and contract documents on file with the City of Moberly.

- (2) **COMPLIANCE WITH CONTRACT PROVISIONS:** The bidder, having examined and being familiar with the local conditions affecting the work, and with the contract, contract documents, including the current version of the Missouri Highways and Transportation Commission's "Missouri Standard Specifications for Highway Construction" 2017 version, and "Missouri Standard Plans for Highway Construction", 2017 version (if applicable), their revisions, and the request for bid, including appendices, the special provisions and plans, hereby proposes to furnish all labor, materials, equipment, services, etc., required for the performance and completion of the work. All references are to the Missouri Standard Specifications for Highway Construction, as revised, unless otherwise noted.

The following documents are available on the Missouri Department of Transportation web page at www.modot.mo.gov under "Business with MoDOT" "Standards and Specifications". The effective version shall be the 2019 version.

General Provisions & Supplemental Specifications

Supplemental Revisions to Missouri Standard Plans
For Highway Construction (if applicable)

These supplemental bidding documents contain all current revisions to the bound printed versions and have important legal consequences. It shall be conclusively presumed that they are in the bidder's possession, and they have been reviewed and used by the bidder in the preparation of any bid submitted on this project.

Please note that within the above-listed documents, the term "Commission" shall be replaced with the term, "City of Moberly", and the term "Engineer" is a reference to the Engineer of Record from Bartlett & West, Inc.

The contracting authority for this contract is the City of Moberly.

- (3) **PERIOD OF PERFORMANCE:** If the bid is accepted, the bidder agrees that work shall be diligently prosecuted at such rate and in such manner as, in the judgment of the engineer, is necessary for the completion of the work within the time specified as follows in accordance with Sec 108:

Completion Date: As noted in the Job Special Provisions

(4) **LIQUIDATED DAMAGES:** The bidder agrees that, should the bidder fail to complete the work in the time specified or such additional time as may be allowed by the engineer under the contract, the amount of liquidated damages to be recovered in accordance with Sec 108 shall be as follows:

Liquidated damages per day \$ 500

(5) **BID GUARANTY:** The bidder shall submit a Bid Guaranty meeting the requirements of Section 102 of the Missouri Standard Specifications for Highway Construction (if applicable). A sample project bid bond form is included in the bid book. The bidder shall mark the box below to identify the type of Bid Guaranty.

- Paper Bid Bond
- Cashier's Check

(6) **CERTIFICATIONS FOR FEDERAL JOBS:** By signing and submitting this bid, the bidder makes the certifications appearing in Sec. 102.18.1 (regarding affirmative action and equal opportunity), Sec. 102.18.2 (regarding disbarment, eligibility, indictments, convictions, or civil judgments), Sec. 102.18.3 (regarding anti-collusion), and Sec. 102.18.4 (regarding lobbying activities). Any necessary documentation is to accompany the bid submission, as required by these sections. As provided in Sec. 108.13, the contracting authority may terminate the contract for acts of misconduct, which includes but is not limited to fraud, dishonesty, and material misrepresentation or omission of fact within the bid submission.

(7) **ANTIDISCRIMINATION:** The Contracting Authority hereby notifies all bidders that it will affirmatively insure that in any contract entered into pursuant to this advertisement, businesses owned and controlled by socially and economically disadvantaged individuals will be afforded full opportunity to submit bids in response to this invitation and will not be discriminated against on the grounds of race, color, religion, creed, sex, age, ancestry, or national origin in consideration for an award.

(8) **FEDERAL AND STATE INSPECTION:** The Federal Government is participating in the cost of construction of this project. All applicable Federal laws, and the regulations made pursuant to such laws, shall be observed by the contractor, and the work will be subject to the inspection of the appropriate State or Federal Agency in the same manner as provided in Sec 105.10 of the Missouri Standard Specifications for Highway Construction with all revisions applicable to this bid and contract.

(9) **PREVAILING WAGE (FEDERAL AND STATE):** This contract requires payment of the prevailing hourly rate of wages for each craft or type of work required to execute the contract as determined by the Missouri Department of Labor and Industrial Relations and requires adherence to a schedule of minimum wages as determined by the United States Department of Labor. For work performed anywhere on this project, the contractor and the contractor's subcontractors shall pay the higher of these two applicable wage rates. The applicable state wage rates for this contract are detailed in "Annual Wage Order No. 26", that is attached to this bidding document. The applicable federal wage rates for this contract are the effective Davis-Bacon federal wage rates posted the tenth day before the bid opening date and are attached herein.

These supplemental bidding documents have important legal consequences. It shall be conclusively presumed that they are in the bidder's possession, and they have been reviewed and used by the bidder in the preparation of any bid submitted on this project.

(10) **WORKER ELIGIBILITY REQUIREMENTS:** Execution of the construction contract for this project is dependent upon the awarded bidder providing an Affidavit of Compliance AND E-Verify Memorandum-of-Understanding (MOU) between the bidder and Department of Homeland Security to the Contracting Authority as required by section 285.530 RSMo. The cover page and signature page of the E-Verify MOU and the Affidavit must be submitted prior to award of this contract.

A sample Affidavit of Compliance can be found at the Missouri Attorney General's website at the following link:

Revised 9-20-2017

http://ago.mo.gov/forms/Affidavit_of_Compliance.pdf

All bidders must also be enrolled in the E-Verify Program and include their MOU prior to contract execution. Bidders who are not enrolled will need to go to the following website link and select "Enroll in the Program" to get started. After completing the program, they will receive their E-Verify MOU with Department of Homeland Security. This document will need to be printed out and kept on file so that a copy can be attached to the Affidavit of Compliance.

http://www.dhs.gov/files/programs/gc_1185221678150.shtm

This requirement also applies to subcontractors and contract labor, but this contract only requires submittal of the verification documents for the prime contractor. It is the prime contractor's responsibility to verify the worker eligibility of their subcontractors in order to protect their own company from liability as required by section 285.530 RSMo.

(11) **OSHA TEN HOUR TRAINING REQUIREMENTS:** Missouri Law, 292.675 RSMO, requires any awarded contractor and its subcontractor(s) to provide a ten-hour Occupational Safety and Health Administration (OSHA) Construction Safety Program (or a similar program approved by the Missouri Department of Labor and Industrial Relations as a qualified substitute) for their on-site employees (laborers, workmen, drivers, equipment operators, and craftsmen) who have not previously completed such a program and are directly engaged in actual construction of the improvement (or working at a nearby or adjacent facility used for construction of the improvement). The awarded contractor and its subcontractor(s) shall require all such employees to complete this ten-hour program, pursuant to 292.675 RSMO, unless they hold documentation on their prior completion of said program. Penalties, for Non-Compliance include contractor forfeiture to the Contracting Authority in the amount of \$2,500, plus \$100 per contractor and subcontractor employee for each calendar day such employee is employed beyond the elapsed time period for required program completion under 292.675 RSMO.

(12) **BUY AMERICA REQUIREMENTS:** Construction contracts shall assure compliance with Section 165 of the Surface Transportation Assistance Act of 1982, Section 337 of the Surface Transportation and Uniform Relocation Assistance Act of 1987, and 23 CFR 635.410 regarding Buy America provisions on the procurement of foreign products and materials. On all contracts involving Federal-aid, all products of iron, steel, or a coating of steel which are incorporated into the work must have been manufactured in the United States. The Contracting Authority may allow minimal amounts of these materials from foreign sources, provided the cost does not exceed 0.1 percent of the contract sum or \$2,500, whichever is greater. The Contractor certifies that these materials are of domestic origin. Additional information regarding the "Buy America" requirements can be found at:

<http://www.fhwa.dot.gov/programadmin/contracts/b-amquck.cfm>

(13) **ADDENDUM ACKNOWLEDGEMENT:** The undersigned states that the all addenda (if applicable) have been received, acknowledged and incorporated into their bid, prior to submittal. For paper bids, staple addenda to the bid in the appropriate part of the bid.

(14) **SIGNATURE AND IDENTITY OF BIDDER:** The undersigned states that the following provided information is correct and that (if not signing with the intention to bind themselves to become the responsible and sole bidder) they are the agent of, and they are signing and executing this, as the bid of

CONTEK ENGINEERED SOLUTIONS LLC, which is the correct LEGAL NAME as stated on the contractor questionnaire (if applicable).

a) The organization submitting this bid is a(n) (1) individual bidder, (2) partnership, (3) joint venturer (whether individuals or corporations, and whether doing business under a fictitious name), or (4) corporation. Indicate by marking the appropriate box below.

sole individual

partnership

joint venture

corporation, incorporated under laws of state of _____.

b) If the bidder is doing business under a fictitious name, indicate below by filling in the fictitious name

Executed by bidder this 11 day of November 2019.


Revised 9-20-2017

THE BIDDER CERTIFIES THAT THE BIDDER AND ITS OFFICIALS, AGENTS, AND EMPLOYEES HAVE NEITHER DIRECTLY NOR INDIRECTLY ENTERED INTO ANY AGREEMENT, PARTICIPATED IN ANY COLLUSION, OR OTHERWISE TAKEN ANY ACTION IN RESTRAINT OF FREE COMPETITIVE BIDDING IN CONNECTION WITH THIS BID, AND THAT THE BIDDER INTENDS TO PERFORM THE WORK WITH ITS OWN BONAFIDE EMPLOYEES AND SUBCONTRACTORS, AND DID NOT BID FOR THE BENEFIT OF ANOTHER CONTRACTOR.

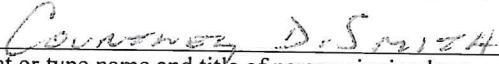
THE BIDDER ACKNOWLEDGES THAT THIS IS AN UNSWORN DECLARATION, EXECUTED UNDER PENALTY OF PERJURY UNDER THE LAWS OF THE UNITED STATES AND/OR FALSE DECLARATION UNDER THE LAWS OF MISSOURI, AND ANY OTHER APPLICABLE STATE OR FEDERAL LAWS. THE FAILURE TO PROVIDE THIS CERTIFICATION IN THIS BID MAY MAKE THIS BID NON-RESPONSIVE, AND CAUSE IT TO BE REJECTED.

THE BIDDER CERTIFIES THAT THE BIDDER'S COMPANY KNOWINGLY EMPLOYS ONLY INDIVIDUALS WHO ARE AUTHORIZED TO WORK IN THE UNITED STATES IN ACCORDANCE WITH APPLICABLE FEDERAL AND STATE LAWS AND ALL PROVISIONS OF MISSOURI EXECUTIVE ORDER NO. 07-13 FOR CONTRACTS WITH THE CONTRACTING AUTHORITY.

Check this box ONLY if the bidder REFUSES to make any or all of these certifications. The bidder may provide an explanation for the refusal(s) with this submittal.




Signature of Bidder's Owner, Officer, Partner or Authorized Agent

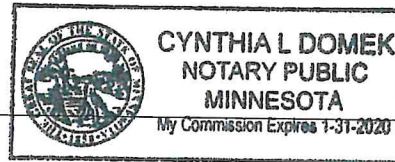


Please print or type name and title of person signing here

Attest:



Secretary of Corporation if Bidder is a Corporation



Affix Corporate Seal (If Bidder is a Corporation)

NOTE: If bidder is doing business under a fictitious name, the bid shall be executed in the legal name of the individual, partners, joint ventures, or corporation, and registration of fictitious name filed with the secretary of state, as required by sections 417.200 to 417.230 RSMo. If the bidder is a corporation not organized under the laws of Missouri, it shall procure a certificate of authority to do business in Missouri, as required by section 351.572 et seq RSMo. A certified copy of such registration of fictitious name or certificate of authority to do business in Missouri shall be filed with the Missouri Highways and Transportation Commission, as required by the standard specifications.

(15) **TRAINEES:** By submitting this bid, the bidder certifies that the bidder is familiar with the Training Provision in the Missouri Highways and Transportation Commission's "General Provisions and Supplement Specifications" which are available on the Missouri Department of Transportation web page at www.modot.mo.gov under "Business with MoDOT" "Standards and Specifications". The number of trainee hours provided under this contract will be 0 slots at 1000 hours per slot or 0 hours.

(16) **SUBCONTRACTOR DISCLOSURE:** Requirements contained within Sec 102.7.12 of the Missouri Standard Specification for Highway Construction shall be waived for this contract.

(17) **PROJECT AWARD:** This project will be awarded to the lowest, responsive, responsible bidder.

(18) **MATERIALS INSPECTIONS:** All technicians who perform, or are required by the FHWA to witness, such sampling and testing shall be deemed as qualified by virtue of successfully completing the requirements of EPG 106.18 Technician Certification Program, for that specific technical area.

(19) **PRIME CONTRACTOR REQUIREMENTS:** The limitation in Sec 108.1.1 of the Missouri Standard Specifications for Highway Construction that "the contractor's organization shall perform work amounting to not less than 40 percent of the total contract cost" is waived for this contract. Instead, the less restrictive terms of the Federal Highway Administration's rule at Title 23 Code of Federal Regulations (CFR) § 635.116(a) shall apply, so that the contractor must perform project work with its own organization equal to and not less than 30 percent of the total original contract price. Second-tier subcontracting will not be permitted on this contract. All other provisions in Sec 108.1.1 et seq. of the Missouri Standard Specifications for Highway Construction shall remain in full force and effect, and shall continue to govern the contractor and its subcontractors, in accordance with the provisions of Title 23 CFR § 635.116.

(20) **SALES AND USE TAX EXEMPTION:** City of Moberly, a tax exempt entity, will furnish a

Missouri Project Exemption Certificate as described in Section 144.062 RSMo to the awarded contractor who in turn may use the certificate to purchase materials for a specific project performed for the tax exempt entity. Only the materials and supplies incorporated or consumed during the construction of the project are exempt. The certificate will be issued to the contractor for a specific project for a defined period of time.

ITEMIZED BID: The bidder should complete the following section in accordance with Sec 102.7. The bidder proposes to furnish all labor, materials, equipment, services, etc. required for the performance and completion of the work, as follows:

BID FORM

Proposal of Contract Engineering Solutions (hereinafter called "BIDDER"),
organized and existing under the laws of the State of _____ doing business
as Contract to the City of Moberly, Missouri.
(a corporation, a LLC, a partnership, an individual)

BIDDER hereby proposes to perform all WORK for the construction of

**Moberly, MO – Pedestrian Bridge Project
Federal Aid Project No. TAP-4500(209)**

in strict accordance with the CONTRACT DOCUMENTS, within the time set forth therein, and at the prices stated below.

By submission of this BID, each BIDDER certifies, and in the case of a joint BID, each party thereto certifies as to its own organization, that this BID has been arrived at independently, without consultation, communication, or agreement as to any matter relating to this BID with any other BIDDER or with any competitor.

BIDDER hereby agrees to commence WORK under this contract on or before a date to be specified in the NOTICE TO PROCEED.

BIDDER further agrees to pay as liquidated damages the sum of **\$500.00** for each consecutive calendar day after the allowed period of performance.

BIDDER acknowledges receipt of the following ADDENDUM:

No. 1, dated 11-11-19

No. _____, dated _____

No. _____, dated _____

MoDOT Item No.	Description	Quantity	Unit	Engineer's Estimate	
				Unit Price	Extension
	Base Bid				
703-99.02	Prefabricated Pedestrian Bridge Abutment Design	1	LS	2200 ⁻	2200 ⁻
703-99.03	Prefabricated Pedestrian Bridge	1	LS	33,440 ⁻	33,440 ⁻


BID TOTAL \$ 35,640⁰⁰
(figures)

THIRTY FIVE THOUSAND SIX HUNDRED AND FORTY DOLLARS
(words)

The low bidder will be determined based upon the total construction cost.

This Bid is submitted by:

CONTECH ENGINEERED SOLUTIONS LLC
Name (Corporation, LLC, Partnership, Individual)


Authorized Signature Date

SENIOR BRIDGE ESTIMATOR 8301 STATE HWY 29 NORTH
Title Address

320-345-9142 ALEXANDRIA, MN 56308
FEIN City, State, Zip
Phone No.

CORPORATE SEAL – (if BID is by a corporation)

BID BOND

KNOW ALL PERSONS BY THESE PRESENTS, that we

as principal and _____
as surety, are held and firmly bound unto the City of Moberly in the penal sum
of _____ Dollars (\$) to be
paid to the commission to be credited to the state road fund, the principal and surety binding themselves, their heirs,
executors, administrators, successors, and assigns, jointly and severally, firmly by these presents.

Sealed with our seals and dated this

THE CONDITION OF THIS OBLIGATION is such that

WHEREAS the principal is submitting herewith a bid to the commission on West Reed Street in
Randolph County, project City of Moberly – Sidewalk Improvement Project Phase 2 for construction or improvement
of Pedestrian Bridge and Crosswalk Signals as set out in said bid;

NOW THEREFORE, if the commission shall accept the bid of the principal and if the principal shall properly
execute and deliver to the commission the contract, contract bond, and evidence of insurance coverage in compliance with
the requirements of the bid, the specifications, and the provisions of section 227.100 RSMo, to the satisfaction of the
commission, then this obligation shall be void and of no effect, otherwise to remain in full force and effect.

In the event the said principal shall, in the judgment of the commission, fail to comply with any requirement
as set forth in the preceding paragraph, then the state of Missouri, acting by and through the commission, shall immediately
and forthwith be entitled to recover the full penal sum above set out, together with court costs, attorney's fees, and any
other expense of recovery.

The principal and surety hereby certify that the document is the original or a verbatim copy of the bid bond
form furnished by the Commission, in accordance with Sec 102.9 of the Missouri Standard Specifications for Highway
Construction.

SEE SEPERATE
BID BOND

SEAL

Principal

By _____

Signature

Surety

SEAL

By _____

Signature of Attorney in Fact

NOTE: This bond must be executed by the principal, and by a corporate surety authorized to conduct surety business in
the state of Missouri.

AGREEMENT

THIS AGREEMENT, made this _____, by and between The City of Moberly, Missouri, hereinafter called "OWNER" and _____ doing business as _____ hereinafter called "CONTRACTOR".

WITNESSETH: That for and in consideration of the payments and agreements herein after mentioned:

1. The CONTRACTOR will commence and complete the construction of the

**Moberly, MO – Pedestrian Bridge and Crosswalk Signals Improvements Project
Federal Aid Project No. TAP-4500(209)**
2. The CONTRACTOR will furnish all of the materials, supplies, tools, equipment, labor, and other services necessary for the construction and completion of the PROJECT described herein.
3. The CONTRACTOR will commence the work required by the CONTRACT DOCUMENTS within 14 calendar days after the date of the NOTICE TO PROCEED and will complete the same by March 31, 2019, unless the period for completion is extended otherwise by the CONTRACT DOCUMENTS.
4. The CONTRACTOR agrees to perform all of the WORK described in the CONTRACT DOCUMENTS and comply with the terms therein for the sum of _____ Dollars \$ _____
5. The term "CONTRACT DOCUMENTS" consists of the following:
 - A. NOTICE TO BIDDERS (*inclusive*)
 - B. CONTRACTOR'S BID (BID FORM) (*inclusive*)
 - C. THIS AGREEMENT (*inclusive*)
 - D. BID BOND (*inclusive*)
 - E. PERFORMANCE BOND (*inclusive*)
 - F. PAYMENT BOND (*inclusive*)
 - G. MISSOURI STANDARD SPECIFICATIONS FOR HIGHWAY CONSTRUCTION, 2019 EFFECTIVE EDITION
 - H. MISSOURI STANDARD PLANS FOR HIGHWAY CONSTRUCTION, 2019 EFFECTIVE EDITION
 - I. JOB SPECIAL PROVISIONS (*inclusive*)
 - J. ADDENDA (Numbers ____ Through ____)
 - K. The following which may be delivered or issued on or after the Effective Date

of the Agreement, and are not attached hereto:

- 1) NOTICE TO PROCEED
- 2) CHANGE ORDERS

6. The OWNER will pay to the CONTRACTOR in the manner and at such times as set forth in the General Conditions such amounts as required by the CONTRACT DOCUMENTS.

7. This Agreement shall be binding upon all parties hereto and their respective heirs, executors, administrators, successors, and assigns.

IN WITNESS WHEREOF, the parties hereto have executed or caused to be executed by their duly authorized officials, this Agreement in four (4) copies each of which shall be deemed an original on the date first above written.

OWNER: The City of Moberly, Missouri

(SEAL)

By _____

Name _____

Title _____

ATTEST:

By _____

Name _____

Title _____

CONTRACTOR:

(CORPORATE SEAL)

By _____

Name _____

Title _____

Address _____

FEIN _____

ATTEST:

By _____

Name _____

Title _____

BOND NO. _____

PAYMENT BOND

KNOW ALL MEN BY THESE PRESENTS, that we, _____ hereinafter referred to as the Principal, as Principal, and _____

_____ with general offices in the County of _____, a corporation duly organized and existing under the laws of the State of _____ and authorized to do business in the State of Missouri, hereinafter referred to as the Surety, as Surety, are held and firmly bound unto the City of Moberly, Missouri, hereinafter referred to as the Obligee, in the penal sum of _____ Dollars (\$ _____) lawful money of the United States of America, for the payment of which sum will and truly to be made, we bind ourselves and our heirs, executors, administrators, successors, and assigns jointly and severally, firmly by these presents.

THE CONDITION OF THE FOREGOING OBLIGATION IS SUCH THAT, Whereas the Principal has, on the ___ day of _____, 20___, entered into a written agreement with the Obligee for furnishing all materials, equipment, tools, labor and incidentals in connection with and for the public improvements as designated, defined and described in the said agreement and the Conditions thereof, and in accordance with the specifications and other Contract Documents for the City of Moberly, Missouri _____, on file with _____,

NOW, THEREFORE, if the Principal or the Subcontractor or Subcontractors of the Principal shall pay all indebtedness incurred for labor furnished, materials, equipment or supplies, used or consumed in connection with or in or about the construction of or in making such public improvements, then this obligation shall become null and void; otherwise, it shall remain in full force and effect. If the Principal or the Subcontractor or Subcontractors of the Principal fails to duly pay all indebtedness incurred for labor furnished, materials, equipment or supplies, used or consumed in connection with or in or about the construction with or in or about the construction of or in making such public improvements, then the Surety shall pay the same in any amount not exceeding the amount of this obligation, together with any interest as provided by law.

The Surety hereby stipulates and agrees that no change, extension of time, alteration or addition to the terms and conditions of the said agreement for the work to be performed thereunder, or the specifications accompanying the same, shall in any way affect its obligation on this bond, and it does hereby waive notice of any such change, extension of time, alteration or addition to the terms and conditions of the said agreement or to the specifications. The Surety stipulates and agrees that the penal sum of this bond shall be automatically increased or decreased by any change order(s) to the said agreement as approved by the Owner.

The Surety further agrees that any persons to whom there is due any sum for such public improvements as herein above stated, or said person's assigns or successors, may bring action on this bond for the recovery of said indebtedness; provided, that no action shall be brought on this bond after six (6) months from the completion of said public improvements.

[The remainder of this page was left blank intentionally]

In accordance with Title 31 U.S.C. Sec. 9304-9308, the following statement must be included on all bond forms.

IMPORTANT - Surety companies executing BONDS must appear on the Treasury Department's most current list (Circular 570 as amended) and be authorized to transact business in Missouri.

IN TESTIMONY WHEREOF, the Principal and Surety have caused these presents to be duly signed and sealed on this _____ day of _____, 20____.

Principal _____

By _____

(Seal)

Official Title

Surety Company

By _____
Attorney-in-Fact

By _____
Missouri Agent

(Accompany this bond with Attorney-in-Fact's authority from the Surety Company certified to include the date of the bond.)

[The remainder of this page was left blank intentionally]

BOND NO. _____

PERFORMANCE BOND

KNOW ALL MEN BY THESE PRESENTS, that we,

_____ hereinafter referred to as the
Principal, as Principal, and

_____ with general offices in
the County of _____, a corporation duly organized and existing under the laws of the State
of _____ and authorized to do business in the State of Missouri, hereinafter referred to as
the Surety, as Surety, are held and firmly bound unto the City of Moberly, Missouri, hereinafter referred
to as the Obligee, in the penal sum of _____ Dollars
(\$ _____) lawful money of the United States of America, for the payment of which sum will
and truly to be made, we bind ourselves and our heirs, executors, administrators, successors, and assigns
jointly and severally, firmly by these presents.

THE CONDITION OF THE FOREGOING OBLIGATION IS SUCH THAT, Whereas the
Principal has, on the ___ day of _____, 20___, entered into a written agreement with the
Obligee for furnishing all materials, equipment, tools, labor and incidentals in connection with and for the
public improvements as designated, defined and described in the said agreement and the Conditions
thereof, and in accordance with the specifications and other Contract Documents for the City of Moberly,
Missouri, _____ on file with
_____.

NOW, THEREFORE, if the Principal shall and will, in all particulars, well, duly and faithfully
observe, perform and abide by each and every covenant, condition and part of the said agreement, and the
Conditions, Specifications and other Contract Documents thereto attached or by reference made a part
thereof, according to the true intent and meaning in each case, then this obligation shall be and become
null and void; otherwise, it shall remain in full force and effect. Whenever the Principal shall be, and shall
be declared by the Obligee to be in default under the agreement, the Surety shall remedy the default by
promptly (a) completing the agreement in accordance with its terms and conditions, or (b) obtaining a bid
or bids for the submission to the Obligee for completing the agreement in accordance with its terms and
conditions, and upon determination by the Obligee of the lowest and best bid, arrange for an agreement
between such bidder and the Obligee and make available as work progresses (even though there should be
a default or a succession of defaults under the agreement or agreements of completion arranged under this
paragraph) sufficient funds to pay the cost of completion less the balance of the Contract Price, but not
exceeding, including other costs and damages for which the Surety may be liable hereunder, the amount
set forth in the first paragraph hereof as the same may be increased by change order(s). The term "balance
of the Contract Price," as used in this paragraph, shall mean the total amount payable by the Obligee to
the Principal under the agreement and any amendments thereto, less the amount paid by the Obligee to the
Principal

PROVIDED, FURTHER, that the Surety hereby stipulates and agrees that no change, extension
of time, alteration or addition to the terms of the agreement, or the work to be performed thereunder, or
the specifications accompanying the same, shall in any way affect its obligations on this bond. The Surety
does hereby waive notice of any change, extension of time, alteration or addition to the terms of the
agreement, or to the work, or to the Specifications. Further, the Surety stipulates and agrees that the penal
sum of this bond shall be automatically increased or decreased by any change orders to the agreement as
approved by the Obligee.

In accordance with Title 31 U.S.C. Sec. 9304-9308, the following statement must be included on all bond forms.

IMPORTANT - Surety companies executing BONDS must appear on the Treasury Department's most current list (Circular 570 as amended) and be authorized to transact business in Missouri.

IN TESTIMONY WHEREOF, the Principal and Surety have caused these presents to be duly signed and sealed on this _____ day of _____, 20_____.

Principal _____

By _____

(Seal)

Official Title

Surety Company

By _____
Attorney-in-Fact

By _____
Missouri Agent

(Accompany this bond with Attorney-in-Fact's authority from the Surety Company certified to include the date of the bond.)


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JOB SPECIAL PROVISIONS – TABLE OF CONTENTS

(Job Special Provisions shall prevail over Specification and/or General Provisions whenever in conflict therewith)

- A. Project Contact for Contractor/Bidder Questions
- B. ADA Compliance
- C. Liquidated Damages Specified for Winter Months
- D. Pedestrian Bridge
- E. Pedestrian Bridge Abutments
- F. Time for Completion of Work
- G. Buy America

 <p>STATE OF MISSOURI AUSTIN K. JOHNSON NUMBER PE-2018000220 PROFESSIONAL ENGINEER</p> <p>THIS SHEET HAS BEEN SIGNED, SEALED AND DATED ELECTRONICALLY.</p>	<p>The City of Moberly, MO 101 West Reed St Moberly, MO 65270 Phone (660) 269-8705</p>
	<p>BARTLETT & WEST, INC. 1719 Southridge Drive, Suite 100 Jefferson City, MO 65109 Certificate of Authority: 000167 Consultant Phone: 573-634-3181</p>
	<p>Project No. TAP-4500(209) Randolph County, MO Date Prepared: 10/29/19</p>
<p>If a seal is present on this sheet, JSP's have been electronically sealed and dated.</p>	<p>ADDENDUM DATE:</p>
<p>All Job Special Provisions are authenticated by this seal.</p>	

A. **PROJECT CONTACT FOR CONTRACTOR/BIDDER QUESTIONS**

All questions concerning this project during the bidding process shall be forwarded to the project contact listed below:

Austin Johnson
1719 Southridge Drive, Suite 100
573-659-6737
Austin.johnson@bartwest.com

B. AMERICANS WITH DISABILITIES ACT (ADA) COMPLIANCE AND FINAL ACCEPTANCE OF CONSTRUCTED FACILITIES JSP-10-01A

1.0 Description. The contractor shall comply with all laws pertaining to the Americans with Disabilities Act (ADA) during construction of pedestrian facilities on public rights of way for this project. An ADA Checklist is provided herein to be utilized by the contractor for verifying compliance with the ADA law. The contractor is expected to familiarize himself with the plans involving pedestrian facilities and the ADA Post Construction Checklist prior to performing the work.

2.0 ADA Checklist. The contractor can locate the ADA Checklist form on the Missouri Department of Transportation website:

http://www.modot.mo.gov/business/contractor_resources/forms.htm

2.1 The ADA Checklist is intended to be a helpful tool for the contractor to use during the construction of the pedestrian facilities and a basis for the commission's acceptance of work. Prior to work being performed, the contractor shall bring to the engineer's attention any planned work that is in conflict with the design or with the requirement shown in the checklist. Situations may arise where the checklist may not fully address all requirements needed to construct a facility to the full requirements of current ADA law. In those situations, the contractor shall propose a solution to the engineer that is compliant with current ADA law using the following hierarchy of resources: 2010 ADA Standards for Accessible Design, Draft Public Rights of Way Accessibility Guidelines (PROWAG) dated November 23, 2005, MoDOT's Engineering Policy Guidelines (EPG), or a solution approved by the U.S. Access Board.

2.2 It is encouraged that the contractor monitor the completed sections of the newly constructed pedestrian facilities in attempts to minimize negative impacts that his equipment, subcontractors or general public may have on the work. Completed facilities must comply with the requirements of ADA and the ADA Checklist or have documented reasons for the non-complaint items to remain.

3.0 Coordination of Construction.

3.1 Prior to construction and/or closure on an existing pedestrian path of travel, the contractor shall submit a schedule of work to be constructed, which includes location of work performed, the duration of time the contractor expects to impact the facility and an accessible signed pedestrian detour compliant with MUTCD Section 6D that will be used during each stage of construction. This plan shall be submitted to the engineer for review and approval at or prior to the pre-construction conference. Accessible signed detours shall be in place prior to any work being performed that has the effect of closing an existing pedestrian travel way.

3.2 When consultant survey is included in the contract, the contractor shall use their survey crews to verify that the intended design can be constructed to the full requirements as established in the 2010 ADA Standards. When 2010 ADA Standards do not give sufficient information to construct the contract work, the contractor shall refer to the PROWAG.

3.3 When consultant survey is not included in the contract, the contractor shall coordinate with the engineer, prior to construction, to determine if additional survey will be required to confirm the designs constructability.

4.0 Final Acceptance of Work. The contractor shall provide the completed ADA Checklist to the engineer at the semi-final inspection. ADA improvements require final inspection and compliance with the ADA requirements and the ADA Checklist. Each item listed in the checklist must receive either a "YES" or an "N/A" score. Any item receiving a "NO" will be deemed non-compliant and shall be corrected at the contractor's expense unless deemed otherwise by the engineer. Documentation must be provided about the location of any non-complaint items that are allowed to remain at the end of the construction project. Specific details of the non-complaint items, the ADA requirement that the work was not able to comply with, and the specific reasons that justify the exception are to be included with the completed ADA Checklist provided to the engineer.

4.1 Slope and grade measurements shall be made using a properly calibrated, 2 foot long, electronic digital level approved by the engineer.

5.0 Basis of Payment. The contractor will receive full pay of the contract unit cost for all sidewalk, ramp, curb ramp, median, island, approach work, cross walk striping, APS buttons, pedestrian heads, detectible warning systems and temporary traffic control measures that are completed during the current estimate period as approved by the engineer. Based upon completion of the ADA Checklist, the contractor shall complete any necessary adjustments to items deemed non-compliant as directed by the engineer.

5.1 No direct payment will be made to the contractor to recover the cost of equipment, labor, materials, or time required to fulfill the above provisions, unless specified elsewhere in the contract documents.

C. LIQUIDATED DAMAGES FOR WINTER MONTHS

1.0 Description. Revise Sec 108.8.1.2 (a) and (b) and substitute the following for the project:

- (a) Liquidated damages will be assessed from December 15 to March 15
- (b) Liquidated damages will be assessed for Saturdays, Sundays and Holidays.

D. PEDESTRIAN BRIDGE

1.0 Description: This work consists of designing, providing, and installing a prefabricated pedestrian bridge. Foundation design shall also be required and submitted to the engineer for review. Foundation design must be signed and sealed by a professional engineer in the state of Missouri.. The bridge shall be supported on longitudinal girders or stringers unless otherwise approved by the city and engineer prior to fabrication. An expansion joint shall be required to bridge the space between the bridge structure and abutment or sidewalk to provide ADA compliant crossing at installation and upon repeated expansion/contraction cycles of the bridge.

2.0 Performance Requirements: The bridge-including cross slope and pedestrian railing shall comply with all American with Disabilities Act requirements. Horizontal or Vertical pickets shall be placed to prevent a 4 in. diameter sphere from passing through.

2.1 Design pedestrian bridge, including comprehensive engineering analysis by a qualified professional engineer, using performance requirements and design criteria indicated. The structure shall be designed in accordance with the details within the plans.

2.2 Structural Performance: The pedestrian bridge and related components, including but not necessarily limited to, the substructure and decking, shall withstand the effects of gravity and live loads as well as any lateral loads in accordance with applicable portions of the AASHTO LRFD Guide Specifications for the Design of Pedestrian Bridges. Vehicular and pedestrian live loads shall be applied concurrently

Additional design parameters, related to Section 7.1 of the AASHTO LRFD Guide Specifications for the Design of Pedestrian Bridges manual, shall be incorporated into the superstructure design as applicable.

2.3 Materials:

2.3.1 – Steel: The main bridge members (chords, diagonals, floor beams) shall be weathering steel (high strength, low alloy, atmospheric corrosion resistant ASTM A847 cold-formed welded square and rectangular tubing and/or ASTM A588, or ASTM A242, ASTM A606 plate and structural steel shapes with an $F_y = 50,000$ psi. The minimum corrosion index of atmospheric corrosion resistant steel, as determined in accordance with ASTM G101, shall be 6.0.)

Decking, handrails and foot rails shall be made of treated wood.

The aesthetic design shall be submitted to the City for approval prior to construction.

The total overall length of the bridge shall be 50 feet in length. The existing grading, sidewalk and railing layout shown in the plans is sized for a bridge with an overall length of 50-feet with turn back wings on the abutment to hold the fill.

2.4 Fabrication: All glue laminated and timber members to be manufactured in accordance with details show on the plans. All members to be fully fabricated prior to preservative treatment. Factory drill all holes to the extent possible.

All wood components shall be preservative treated by the pressure process to meet the requirements of AWPA Standards.

Main bridge steel components shall be weathering steel.

3.0 Submittal Requirements: The contractor shall submit to the engineer for approval, design computations and shop drawings, signed, sealed and stamped by a registered professional engineer in the State of Missouri. The bridge plan shall include all design details and all details necessary for the fabrication and installation of the bridge. A Grading Agency Certification is

required on all timber material. A certificate of treatment shall be issued for all wood components.

3.1 Supplier Requirements: The bridge shall be manufactured by a supplier with prior experience in designing and manufacturing similar structures. The approved manufacturer shall have built and supplied at least 50 similar structures.

4.0 Products: Structural steel materials and related components, including but not necessarily limited to, high strength bolts, anchor bolts, etc. shall be in accordance with the manufacturer's recommendations as well as Section 1080 of the Missouri Standards and Specifications for Highway Construction. Concrete for abutments shall be a Class B concrete in accordance with applicable portions of Section 500 of the Missouri Standards and Specifications for Highway Construction. The minimum design concrete compressive strength shall be 4000 psi. Reinforcing steel shall be in accordance with Section 1036 of the Missouri Standards and Specifications for Highway Construction.

5.0 Execution:

5.1 No fabrication shall commence until directed to proceed after shop drawing review by the engineer.

Delivery of the structure shall be coordinated with the city and engineer and will be to a location of the city's choosing near the site.

Any field Connections or splices utilizing welds or bolts shall be in accordance with Section 712.6 and 712.7 of the Missouri Standards and Specifications for Highway Construction.

5.2 Footings on shall be designed in accordance with the requirement of included in the geotechnical report which is provided in the bid manual.

Footings on either cohesive or cohesionless soils shall be designed by the provisions outlined in the Missouri Department of Transportation's Engineering Policy Guide; Section 751.38 which can be found at the following: http://epg.modot.org/index.php?title=751.38_Spread_Footings

Load bearing and friction piles shall be placed in accordance with Section 702 Missouri Standards and Specifications for Highway Construction.

Minimum reinforcing steel clear cover shall be 3" for concrete cast in direct contact with existing earth and 1-1/2" elsewhere.

Reinforcing steel splicing and spacing requirements shall be in accordance with the current AASHTO LRFD Guide Specifications for the Design of Pedestrian Bridges and the manufacturer's recommendations.

6.0 Basis of Payment: All expenses incurred by the contractor by reason of their compliance with this provision shall be considered as completely covered by the unit prices bid for:

Item No. 703-99.03, Prefabricated Pedestrian Bridge, per lump sum

Item includes but is noted limited to: design by a licensed professional engineer, bearings, bridge deck, hand rails, and delivery of a fully assembled structure.

Any change to the abutment location based on the length of bridge supplied will cause modifications to the quantities of handrail and sidewalk approach which will be required for the tie in to existing improvements. Any change in quantity based on modification of the bridge length and abutment locations will not be cause for an adjustment in pay quantity on the project. Only changes from field conditions varying from those shown in the plans will allow for a change in quantity paid. Any additional costs associated with changes in the bridge length shall be considered covered by the items noted above.

E. PEDESTRIAN BRIDGE ABUTMENT

1.0 Description: This work consists of designing the abutments for the prefabricated pedestrian bridge. Foundation and abutment design shall also be required and submitted to the engineer for review prior to final signed abutment plans as required by the bidding documents.

2.0 Basis of Payment: All expenses incurred by the contractor by reason of their compliance with this provision including but not limited to concrete, reinforcing steel, excavation and embankment, and compaction shall be considered as completely covered by the unit prices bid for:

Item No. 703-99.02, Prefabricated Pedestrian Bridge Abutment Design, per LS

F. TIME FOR COMPLETION OF WORK

1.0 Description. Completion of this contract shall be in accordance with Sec. 108.7 and will be administered on a completion date basis.

1.1 For the entirety of this project, Section 108.8.1.3(a) shall not apply.

1.2 Regardless of when the work is begun on this contract, all work shall be completed on or before the date specified below. Completion by this date shall be in accordance with the requirements of Sec. 108.7.

Anticipated Notice to Proceed: December 5, 2019

Required shop drawing review for foundation: January 2, 2020

Delivery Date: As coordinated by the City – January 23, 2020 to May 29, 2020 as required by the City.

2.0 Should the contractor, or in case of default, the surety, fail to complete the work within the above specified calendar days or the completion date, whichever occurs first, a deduction of the amount shown below will be made for each day that the contract remains uncompleted in accordance with the requirements of Sec 108.8. These damages are in addition to any other damages as specified elsewhere in this contract.

Liquidated Damages Per Day: \$200.00

G. BUY AMERICA

106.9 Buy America Requirement. On all federal-aid projects, the contractor's attention is directed to Title 23 CFR 635.410 Buy America Requirements. Where steel or iron products are to be permanently incorporated into the contract work, steel and iron material shall be manufactured in the USA except for "minor usage" as described herein. Furthermore, any coating process of the steel or iron shall be performed in the USA. The use of pig iron and processed, pelletized and reduced iron ore manufactured outside of the USA will be permitted in the domestic manufacturing process for steel or iron material.

106.9.1 Any sources other than the USA as defined will be considered foreign. The required domestic manufacturing process shall include formation of ingots and any subsequent process. Coatings shall include any surface finish that protects or adds value to the product.

106.9.2 "Minor usage" of foreign steel, iron or coating processes will be permitted, provided the cost of such products does not exceed 1/10 of one percent of the total contract cost or \$2,500.00, whichever is greater. If foreign steel, iron or coating processes are used, invoices to document the cost of the foreign portion, as delivered to the project, shall be provided and the engineer's written approval obtained prior to placing the material in any work.

106.9.3 Buy America requirements include a step certification for all fabrication processes of all steel or iron materials that are accepted per Sec 1000.

106.9.3.1 Items designated as Category 1 will consist of steel girders, piling, and reinforcing steel installed on site. Category 1 items require supporting documentation prior to incorporation into the project showing all steps of manufacturing, including coating, as being completed in the United States and in accordance with CFR Title 23 Section 635.410 Buy America Requirements. This includes the Mill Test Report from the original producing steel mill and certifications documenting the manufacturing process for all subsequent fabrication, including coatings. The certification shall include language that certifies the following. That all steel and iron materials permanently incorporated in this project was procured and processed domestically and all manufacturing processes, including coating, as being completed in the United States and in accordance with CFR Title 23 Section 635.410.

106.9.3.2 Items designated as Category 2 will include all other steel or iron products not in Category 1 and permanently incorporated in the project. Category 2 items shall consist of, but not be limited to items such as fencing, guardrail, signing, lighting and signal supports. The

prime contractor is required to submit a material of origin form certification prior to incorporation into the project from the fabricator for each item that the product is domestic. The Certificate of Materials Origin form ([link to certificate form](#)) from the fabricator must show all steps of manufacturing, including coating, as being completed in the United States and in accordance with CFR Title 23 Section 635.410 Buy America Requirements and be signed by a fabricator representative. The Engineer reserves the right to request additional information and documentation to verify that all Buy America requirements have been satisfied. These documents shall be submitted upon request by the Engineer and retained for a period of 3 years after the last reimbursement of the material.

106.9.3.3 Any minor miscellaneous steel or iron items that are not included in the materials specifications shall be certified by the prime contractor as being procured domestically. Examples of these items would be bolts for sign posts, anchorage inserts, etc. The certification shall read “I certify that all steel and iron materials permanently incorporated in this project during all manufacturing processes, including coating, as being completed in the United States and in accordance with CFR Title 23 Section 635.410 Buy America Requirements procured and processed domestically in accordance with CFR Title 23 Section 635.410 Buy America Requirements. Any foreign steel used was submitted and accepted under minor usage”. The certification shall be signed by an authorized representative of the prime contractor.

106.9.4 When permitted in the contract, alternate bids may be submitted for foreign steel and iron products. The award of the contract when alternate bids are permitted will be based on the lowest total bid of the contract based on furnishing domestic steel or iron products or 125 percent of the lowest total bid based on furnishing foreign steel or iron products. If foreign steel or iron products are awarded the contract, domestic steel or iron products may be used; however, payment will be at the contract unit price for foreign steel or iron products.

Reinforcing steel splicing and spacing requirements shall be in accordance with the current AASHTO LRFD Guide Specifications for the Design of Pedestrian Bridges and the manufacturer's recommendations.

6.0 Basis of Payment: All expenses incurred by the contractor by reason of their compliance with this provision shall be considered as completely covered by the unit prices bid for:

Item No. 703-99.03, Prefabricated Pedestrian Bridge, per lump sum

Item includes but is noted limited to: design by a licensed professional engineer, bearings, bridge deck, hand rails, and delivery of a fully assembled structure.

Any change to the abutment location based on the length of bridge supplied will cause modifications to the quantities of handrail and sidewalk approach which will be required for the tie in to existing improvements. Any change in quantity based on modification of the bridge length and abutment locations will not be cause for an adjustment in pay quantity on the project. Only changes from field conditions varying from those shown in the plans will allow for a change in quantity paid. Any additional costs associated with changes in the bridge length shall be considered covered by the items noted above.

E. PEDESTRIAN BRIDGE ABUTMENT

1.0 Description: This work consists of designing the abutments for the prefabricated pedestrian bridge. Foundation and abutment design shall also be required and submitted to the engineer for review prior to final signed abutment plans as required by the bidding documents.

2.0 Basis of Payment: All expenses incurred by the contractor by reason of their compliance with this provision including but not limited to concrete, reinforcing steel, excavation and embankment, and compaction shall be considered as completely covered by the unit prices bid for:

Item No. 703-99.02, Prefabricated Pedestrian Bridge Abutment Design, per LS

F. TIME FOR COMPLETION OF WORK

1.0 Description. Completion of this contract shall be in accordance with Sec. 108.7 and will be administered on a completion date basis.

1.1 For the entirety of this project, Section 108.8.1.3(a) shall not apply.

ADDENDUM No. 1

ROUTE M TAP-4500(209) – PHASE 2

Project No. 19254.008

Notice is hereby given to bidders that in reference to the subject project, the following modifications shall be noted. All other aspects of the Contract Documents remain in full force and effect.

CONTRACT DOCUMENT CHANGES

The following changes have been made to the contract documents. The attached pages shall be used in place of those included in the original bid manual.

Sheet 17 – Agreement

Revised section 3 for contract completion date.

Sheet 27 – JSPs

D. Pedestrian bridge

Section 1.0 in the description was updated to clarify bridge delivery but not installation.

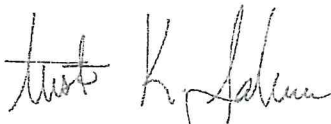
CLARIFICATIONS

- The pedestrian bridge shall have a minimum clear width of 5-feet between the handrails.
- The truss style may be any desired by the manufacturer provided it meets all other contract requirements (material, ADA compliance, etc.).
- The decking is required to be treated timber which is ADA compliant.

DOCUMENTS ATTACHED FOR REFERENCE

Updated sheet 17 from the bid documents

BARTLETT & WEST, INC.



Austin Johnson, P.E.
Project Engineer

Enclosures

AGREEMENT

THIS AGREEMENT, made this _____, by and between The City of Moberly, Missouri, hereinafter called "OWNER" and _____ doing business as _____ hereinafter called "CONTRACTOR".

WITNESSETH: That for and in consideration of the payments and agreements herein after mentioned:

1. The CONTRACTOR will commence and complete the construction of the

**Moberly, MO – Pedestrian Bridge and Crosswalk Signals Improvements Project
Federal Aid Project No. TAP-4500(209)**
2. The CONTRACTOR will furnish all of the materials, supplies, tools, equipment, labor, and other services necessary for the construction and completion of the PROJECT described herein.
3. The CONTRACTOR will commence the work required by the CONTRACT DOCUMENTS within 14 calendar days after the date of the NOTICE TO PROCEED and will complete the same by May 29, 2020, unless the period for completion is extended otherwise by the CONTRACT DOCUMENTS.
4. The CONTRACTOR agrees to perform all of the WORK described in the CONTRACT DOCUMENTS and comply with the terms therein for the sum of _____ Dollars \$ _____
5. The term "CONTRACT DOCUMENTS" consists of the following:
 - A. NOTICE TO BIDDERS (*inclusive*)
 - B. CONTRACTOR'S BID (BID FORM) (*inclusive*)
 - C. THIS AGREEMENT (*inclusive*)
 - D. BID BOND (*inclusive*)
 - E. PERFORMANCE BOND (*inclusive*)
 - F. PAYMENT BOND (*inclusive*)
 - G. MISSOURI STANDARD SPECIFICATIONS FOR HIGHWAY CONSTRUCTION, 2019 EFFECTIVE EDITION
 - H. MISSOURI STANDARD PLANS FOR HIGHWAY CONSTRUCTION, 2019 EFFECTIVE EDITION
 - I. JOB SPECIAL PROVISIONS (*inclusive*)
 - J. ADDENDA (Numbers _____ Through _____)
 - K. The following which may be delivered or issued on or after the Effective Date

3.3 When consultant survey is not included in the contract, the contractor shall coordinate with the engineer, prior to construction, to determine if additional survey will be required to confirm the designs constructability.

4.0 Final Acceptance of Work. The contractor shall provide the completed ADA Checklist to the engineer at the semi-final inspection. ADA improvements require final inspection and compliance with the ADA requirements and the ADA Checklist. Each item listed in the checklist must receive either a "YES" or an "N/A" score. Any item receiving a "NO" will be deemed non-compliant and shall be corrected at the contractor's expense unless deemed otherwise by the engineer. Documentation must be provided about the location of any non-complaint items that are allowed to remain at the end of the construction project. Specific details of the non-complaint items, the ADA requirement that the work was not able to comply with, and the specific reasons that justify the exception are to be included with the completed ADA Checklist provided to the engineer.

4.1 Slope and grade measurements shall be made using a properly calibrated, 2 foot long, electronic digital level approved by the engineer.

5.0 Basis of Payment. The contractor will receive full pay of the contract unit cost for all sidewalk, ramp, curb ramp, median, island, approach work, cross walk striping, APS buttons, pedestrian heads, detectible warning systems and temporary traffic control measures that are completed during the current estimate period as approved by the engineer. Based upon completion of the ADA Checklist, the contractor shall complete any necessary adjustments to items deemed non-compliant as directed by the engineer.

5.1 No direct payment will be made to the contractor to recover the cost of equipment, labor, materials, or time required to fulfill the above provisions, unless specified elsewhere in the contract documents.

C. LIQUIDATED DAMAGES FOR WINTER MONTHS

1.0 Description. Revise Sec 108.8.1.2 (a) and (b) and substitute the following for the project:

- (a) Liquidated damages will be assessed from December 15 to March 15
- (b) Liquidated damages will be assessed for Saturdays, Sundays and Holidays.

D. PEDESTRIAN BRIDGE

1.0 Description: This work consists of designing, providing, and delivering a prefabricated pedestrian bridge. Foundation design shall also be required and submitted to the engineer for review. Foundation design must be signed and sealed by a professional engineer in the state of Missouri.. The bridge shall be supported on longitudinal girders or stringers unless otherwise approved by the city and engineer prior to fabrication. An expansion joint shall be required to bridge the space between the bridge structure and abutment or sidewalk to provide ADA compliant crossing at installation and upon repeated expansion/contraction cycles of the bridge.

BID BOND

KNOW ALL PERSONS BY THESE PRESENTS, that we

Contech Engineered Solutions, LLC
as principal and Western Surety Company
as surety, are held and firmly bound unto the City of Moberly in the penal sum
of Thirty-Five Thousand-Six Hundred-Forty Dollars and 00/100 Dollars (\$ 35,640.00) to be
paid to the commission to be credited to the state road fund, the principal and surety binding themselves, their heirs,
executors, administrators, successors, and assigns, jointly and severally, firmly by these presents.

Sealed with our seals and dated this
6th day of November, 2019

THE CONDITION OF THIS OBLIGATION is such that

WHEREAS the principal is submitting herewith a bid to the commission on West Reed Street in
Randolph County, project City of Moberly – Sidewalk Improvement Project Phase 2 for construction or improvement
of Pedestrian Bridge and Crosswalk Signals as set out in said bid;

NOW THEREFORE, if the commission shall accept the bid of the principal and if the principal shall properly
execute and deliver to the commission the contract, contract bond, and evidence of insurance coverage in compliance with
the requirements of the bid, the specifications, and the provisions of section 227.100 RSMo, to the satisfaction of the
commission, then this obligation shall be void and of no effect, otherwise to remain in full force and effect.

In the event the said principal shall, in the judgment of the commission, fail to comply with any requirement
as set forth in the preceding paragraph, then the state of Missouri, acting by and through the commission, shall immediately
and forthwith be entitled to recover the full penal sum above set out, together with court costs, attorney's fees, and any
other expense of recovery.

The principal and surety hereby certify that the document is the original or a verbatim copy of the bid bond
form furnished by the Commission, in accordance with Sec 102.9 of the Missouri Standard Specifications for Highway
Construction.

Contech Engineered Solutions, LLC

Principal

SEAL

By



Signature

Western Surety Company

Surety

SEAL

By



Signature of Attorney in Fact
Catherine Ogilvie

NOTE: This bond must be executed by the principal, and by a corporate surety authorized to conduct surety business in
the state of Missouri.

Western Surety Company

POWER OF ATTORNEY APPOINTING INDIVIDUAL ATTORNEY-IN-FACT

Know All Men By These Presents, That WESTERN SURETY COMPANY, a South Dakota corporation, is a duly organized and existing corporation having its principal office in the City of Sioux Falls, and State of South Dakota, and that it does by virtue of the signature and seal herein affixed hereby make, constitute and appoint

Jeffrey W McCart, Christopher Michael Owens, Catherine Ogilvie, Stephen R Adkins, Individually

of Duluth, GA, its true and lawful Attorney(s)-in-Fact with full power and authority hereby conferred to sign, seal and execute for and on its behalf bonds, undertakings and other obligatory instruments of similar nature

- In Unlimited Amounts -

and to bind it thereby as fully and to the same extent as if such instruments were signed by a duly authorized officer of the corporation and all the acts of said Attorney, pursuant to the authority hereby given, are hereby ratified and confirmed.

This Power of Attorney is made and executed pursuant to and by authority of the By-Law printed on the reverse hereof, duly adopted, as indicated, by the shareholders of the corporation.

In Witness Whereof, WESTERN SURETY COMPANY has caused these presents to be signed by its Vice President and its corporate seal to be hereto affixed on this 9th day of April, 2018.



WESTERN SURETY COMPANY

Paul T. Bruflat

Paul T. Bruflat, Vice President

State of South Dakota }
County of Minnehaha } ss

On this 9th day of April, 2018, before me personally came Paul T. Bruflat, to me known, who, being by me duly sworn, did depose and say: that he resides in the City of Sioux Falls, State of South Dakota; that he is the Vice President of WESTERN SURETY COMPANY described in and which executed the above instrument; that he knows the seal of said corporation; that the seal affixed to the said instrument is such corporate seal; that it was so affixed pursuant to authority given by the Board of Directors of said corporation and that he signed his name thereto pursuant to like authority, and acknowledges same to be the act and deed of said corporation.

My commission expires

June 23, 2021



J. Mohr

J. Mohr, Notary Public

CERTIFICATE

I, L. Nelson, Assistant Secretary of WESTERN SURETY COMPANY do hereby certify that the Power of Attorney hereinabove set forth is still in force, and further certify that the By-Law of the corporation printed on the reverse hereof is still in force. In testimony whereof I have hereunto subscribed my name and affixed the seal of the said corporation this 6th day of November, 2019.



WESTERN SURETY COMPANY

L. Nelson

L. Nelson, Assistant Secretary

Moberly, MO

Moberly Sidewalk Improvements Project

Bid Tab

Date: 11/15/2019
 Bartlett & West Project No.: 19254.008
 TAP-4500(209)

MoDOT Item No.	Description	Quantity	Unit	Engineer's Estimate		Contech Engineering Solutions		Big R Bridge*	
				Unit Price	Extension	Unit Price	Extension	Unit Price	Extension
	Base Bid								
703-99.02	Prefabricated Pedestrian Bridge Abutment Design	1	LS	5,000.00	\$5,000.00	2,200.00	\$2,200.00	2,100.00	\$2,100.00
703-99.03	Prefabricated Pedestrian Bridge	1	LS	30,000.00	\$30,000.00	33,440.00	\$33,440.00	28,500.00	\$28,500.00
	Base Bid Total				35,000.00		35,640.00		30,600.00

*Bidder was non-responsive
 (no bid bond or acknowledgement
 of addendum provided)

City of Moberly City Council Agenda Summary

Agenda Number: _____
 Department: Public Utilities
 Date: November 18, 2019

Agenda Item: Pump Repairs and Motor Replacement for four pumps at 7 Bridges Lift and N. Morley Stations

Summary: The sewer lift station on North Morley recently experienced problems causing the replacement of a motor when the existing motor burned up. The repair shop deemed it beyond repair. A new motor was ordered. This is a sole source item, due to the need to match the pump shaft and impeller and proprietary regional distributorships. The replacement motor was ordered from Hydrokinetics. The cost for the new motor is \$16,800. City staff removed the damaged motor and will replace the new motor when it arrives.

The sewer lift station on 7 Bridges Road, during the annual inspection and maintenance of the pumps, found that all three pumps had cracked impellers. One was so severely damaged that the pump had to be removed from service until the new impeller can be installed. These parts are also sole source and proprietary, and the parts were ordered from Vandevanter Engineering. The cost of the parts is approximately \$25,000, not including the cost for installation.

Recommended

Action: Authorize the purchase of parts to repair these 4 pumps.

Fund Name: Lift Stations and Lagoon Maintenance

Account Number: 301.114.5304

Available Budget \$: \$58,916.07

ATTACHMENTS:		Roll Call	Aye	Nay
<input checked="" type="checkbox"/> Memo	<input type="checkbox"/> Council Minutes	Mayor		
<input type="checkbox"/> Staff Report	<input type="checkbox"/> Proposed Ordinance	M___ S___ Jeffrey	___	___
<input type="checkbox"/> Correspondence	<input type="checkbox"/> Proposed Resolution	Council Member		
<input type="checkbox"/> Bid Tabulation	<input type="checkbox"/> Attorney's Report	M___ S___ Brubaker	___	___
<input type="checkbox"/> P/C Recommendation	<input type="checkbox"/> Petition	M___ S___ Kimmons	___	___
<input type="checkbox"/> P/C Minutes	<input type="checkbox"/> Contract	M___ S___ Davis	___	___
<input type="checkbox"/> Application	<input type="checkbox"/> Budget Amendment	M___ S___ Kyser	___	___
<input type="checkbox"/> Citizen	<input type="checkbox"/> Legal Notice			
<input type="checkbox"/> Consultant Report	<input type="checkbox"/> Other _____		Passed	Failed

To: City Council
Cc: Brian Crane, City Manager; Greg Hodge, Finance Director
From: Mary West-Calcano, Director of Public Utilities
Re: Emergency Purchase of Pump Parts for N. Morley and 7 Bridges Road Lift Stations
Date: October 31, 2019

During a routine annual inspection of pumps at the 7 Bridges Lift Station impellers on all three pumps were found to have sustained cracks in the impellers in the pumps. One impeller was damaged enough that the pump has been taken out of service. Due to the critical function of this lift station since it pumps nearly one-half of the wastewater for the City, parts were ordered immediately. This is a sole source purchase based on the territorial agreement for Flygt pumps through Vandevanter Engineering. The City has on file the sole source designation from the company for our files. The amount of this purchase is approximately \$25,000, not including the labor to install the parts when they arrive. The service technicians will also be installing pressure gauges on the discharge piping from the pumps to determine why all three impellers failed at the same time. All pumps were pulled and inspected last year, and no problems were found at that time. City staff are unable to perform this work due to the close tolerances required for adjusting the impeller and wear rings in the pump for continued optimum performance. The cost of one new pump and motor for this lift station is approximately \$46,000.

Additionally, one of the pumps at the North Morley Street Lift Station failed. The motor burned up and was taken to Hauser Electric for repair. They inspected the motor and deemed it too damaged to repair. A replacement motor was ordered from Hydrokinetics, who is the sole source distributor for Fairbanks Morse. A sole source documentation letter from them is also on file. The cost for the replacement motor is \$16,800. City staff removed the damaged motor and will reinstall the new motor once it arrives. This work will save approximately \$8,000 over having an outside vendor perform the change-out.

HYDRO-KINETICS CORPORATION

5741 MANCHESTER AVE. ST. LOUIS, MISSOURI 63110 * (314)-647-6104 * FAX (314)-645-1861

PROPOSAL # 19-E5731

THIS PROPOSAL NUMBER SHOULD BE INCLUDED ON ALL
CORRESPONDENCE OR PURCHASE ORDERS PERTAINING TO THIS PROJECT

TO: Ben Riles

DATE: October 16, 2019
TERMS: 100% NET 30,
SUBJECT TO CREDIT APPROVAL,
F.O.B. Factory, Freight Prepay and Add

Listed Prices are valid for 30 Days

JOB: Moberly, MO – Replacement Fairbanks Pump

Hydro-Kinetics is pleased to offer the following proposal for the above reference equipment:

Replacement Fairbanks Pump

- Qty (1) 5" Model D5433WD – Exact Dimensional and Hydraulic Duplicate to 953029
 - o Rated Flow: 500gpm @ 61' TDH
 - o Clockwise Rotation
 - o Continuous Duty in Air
 - o 1800 rpm, 25 Hp, 460V/3ph/60Hz Explosion Proof Motor
 - o 50 total control cable
 - o Inner and Outer mechanical seals
 - o Standard Fitted Internal Materials of Construction
 - o Bladeless Impeller

Total Price: \$16,800.00 + freight

NOTES:

- 1) Freight is F.O.B. Factory. All unloading and proper storage is the responsibility of others.
- 2) Estimated equipment schedule:

14 weeks ARO
- 3) All setting of the above quoted equipment, external piping or conduit, valves, wire, power, electrical interconnections, concrete support pads, junction boxes, disconnects are all by others.
- 4) Hydro-Kinetics does not collect taxes in the State of IL, all State, local and Federal taxes are not included, and any associated payments shall be made by the purchaser. If the purchaser is tax exempt all payments must include a current and valid tax-exempt certificate.
- 5) Price does not include:
 - Field Services of any type
 - Mechanical and electrical installation
 - Mounting of control panels.
 - Final termination of wiring.
 - Mounting brackets or other installation hardware not listed above.
 - Field mounted hardware such as conduits, wiring, junction boxes, external lightning arrestors,

-
- disconnect switches, external selector switches, etc., not listed above.
 - Hoses, Pipe, fitting, valves, nuts, bolts, supports, or gaskets of any type
 - Junction boxes.
 - Conduit, wire channels, disconnects, or safety switches of any type.
 - Locks of any type.
 - Primary electrical service of any type
 - Any Federal, State, or Local taxes of any type, (payment of any associated taxes is the responsibility of the purchaser).

- 6) This quotation includes only equipment specifically mentioned herein and does not include, or infer inclusion of, any additional equipment, piping, valves, wiring, services, etc., regardless of its relation to the quoted equipment.
- 7) Hydro-Kinetics Corporation shall not, in any event, be liable for indirect, special, consequential or liquidated damages or penalties, whether based upon contract, warranty, tort or negligence, and accepts no responsibility for the warranty and/or fitness of any existing equipment.
- 8) Terms: All orders are subject to acceptance by Hydro-Kinetics Corporation and 100% Net due with purchase. Hydro-Kinetics does not allow retainage. These terms are independent of, and are not contingent upon other terms and conditions, the time or manner in which purchaser may receive payment from others or when the equipment is installed after receipt.
- 9) Hydro-Kinetics accepts credit card purchases. Any associated transaction charges will be included in the processing of the payments.

I appreciate the opportunity to provide a quote for the above equipment. If you have any questions or need any additional information, please feel free to contact my office at (314)-647-6104 or by FAX (314)-645-1861.

Very truly yours,

Mike Castner

HYDRO-KINETICS CORPORATION

By: Mike Castner

To purchase this equipment, please sign the space below and return the original to Hydro-Kinetics Corporation at 5741 Manchester Ave. St. Louis, MO 63110.

ACCEPTED this 18th day of October, 2019,

By: Mary E. Calcagno
(NAME OF PURCHASER)

By: Mary E. Calcagno : Director of Public Utilities
(AUTHORIZED SIGNATURE) (TITLE)



Proposal No. OP-495139
October 18th, 2019

TO: City of Moberly
PROJECT: Seven Bridges Lift Station Impellers
ATTN: Ben Riles

We are pleased to provide the following equipment quotation for the replacement of the impellers out at Seven Bridges Lift Station. While out doing maintenance we found that the impellers in the pumps are all damaged due to rocks/gravel in the wet well. One of the pumps is severely damaged the other two are worn as well. See maintenance report and explanation from tech. Below price is per pump.

Parts Price per pump Flygt 3301:

THREE (3) IMPELLER,N HT CODE 464 HC (Hard Iron)

THREE (3) SCREW,ALLEN M16 X 120 SS

THREE (3) SLEEVE UNIT

ONE (1) LOT of labor for 2 Service techs to install above impeller, and impeller sleeve in the field. Includes mileage to and from St. Louis along with labor

Note: Currently no impellers are in the US, they will have to be shipped from Sweden.

TOTAL ESTIMATED PRICE FOR ALL LISTED ABOVE..... \$23,998.00

Replacement Pump (2020 Pricing)

ONE (1) Flygt NP 3301 Submersible pump with hard iron 464 impeller. This pump to feature a 85 HP, 3 Phase, 460 motor. Also included is 50 feet of power cable, and a floatation leakage sensor (FLS). Volute to have X" Discharge.

TOTAL ESTIMATED PRICE FOR ALL LISTED ABOVE..... \$57,761.00

F.O.B. – Factory Freight is not included.

***Anything not specifically listed to be assumed by other.**



Sincerely,
VANDEVANTER ENGINEERING CO.

Ben Azerolo

Ben Azerolo
Aftermarket Sales & Service Representative

ACCEPTED THIS DATE:

BY:

COMPANY:

TITLE:

STANDARD TERMS AND CONDITIONS

Price is FOB factory. Price does not include any freight charges. Price does not include any applicable duties or sales tax, use tax, excise tax, value-added or other similar taxes that may apply to this equipment and/or project. Unless specifically stated, price does not include manual or automatic controls, starters, protective or signal devices, wiring, anchor bolts, gauges, vibration isolation devices, installation, startup or testing.

If the price is included in a proposal, the price is firm for receipt of an order within 30 days of the date shown on the proposal. Any additional terms and conditions included in the proposal are specifically included in these terms and conditions.

Payment is due upon receipt of the invoice. An interest charge of 1-1/2% per month will be added to past due balances. Retainage of any invoiced amount is unacceptable unless specifically agreed to by Company at the time of order, and shall in no case exceed a period of 120 days. If payments are not timely received by Company, and this account is turned over to an attorney for collections, Customer agrees to pay all reasonable costs and attorney fees incurred in collection of the past due amounts.

Payment of "commercial transaction" invoices by credit card will be charged a fee based upon Cogent's average discount rate for credit card transactions for the prior calendar year. This fee will change annually and is currently 2.55%.

All equipment either rented from or through Company is subject to all of the terms and conditions listed on the back of the rental contract. Pricing does not include any overtime running of power equipment.

In no event shall Company's obligations and liabilities under this Agreement include any direct, indirect, punitive, special, incidental or consequential damages or losses that Customer may suffer or incur in connection with this sale, service or rental, including, but not limited to, loss of revenue or profits, damages or losses as a result of Customer's inability to operate, perform its obligations to third persons or injuries to goodwill; nor shall Company's liability extend to damages or losses Customer may suffer or incur as a result of such claims, suits or other proceedings made or instituted against Customer by third parties. Customer remises, releases and discharges Company from any and all liability or damages which might be caused by failure to deliver any equipment within the agreed time by Company.

Customer shall be responsible for determining the good operating condition of all materials and equipment prior to accepting the materials and equipment. NO WARRANTY OR GUARANTEE, EXPRESS OR IMPLIED, INCLUDING ANY WARRANTY AS TO MERCHANTABILITY OR FITNESS FOR ANY PARTICULAR PURPOSE IS MADE UNLESS THE SAME IS



SPECIFICALLY SET FORTH IN WRITING AND ACCEPTED IN WRITING BY COMPANY, BUT IN SUCH CASE THE WARRANTY OR GUARANTEE IS LIMITED AS ABOVE PROVIDED. Notwithstanding the foregoing, Company will pass through to the Customer any warranty provided by the manufacturer of any equipment supplied by Company.

Customer covenants and agrees to defend, indemnify and hold Company harmless from any claims, damages or liability arising out of the use, maintenance or delivery of the equipment or materials purchased or rented hereunder. Customer shall further defend, indemnify and hold Company harmless from any and all damages to third persons or to property caused by Customer's use or possession of the equipment or materials, to the fullest extent allowable by law.

In connection with a proposal, if Customer has any further questions or comments regarding the proposal, please feel free to contact Company. If the proposal meets with Customer's approval, please sign, date and mail or fax a copy of the proposal back to Company's office, and the identified equipment will be ordered and/or scheduled for delivery.

This agreement shall be governed by the laws of the state where the Company's branch office is located from which the equipment is rented or purchased. Customer further agrees that venue and jurisdiction shall be appropriate in the county in which Company's branch office is located from which the equipment was rented or purchased. Any provisions hereof which may prove unenforceable under any law shall not affect the validity of any other provision hereof.

Revised February 2019

City of Moberly City Council Agenda Summary

Agenda Number: _____
 Department: Public Utilities
 Date: November 18, 2019

Agenda Item: Purchase of Kubota mini-excavator through State of Missouri bid

Summary: The Public Utilities Department has found that it is necessary to perform more and more repairs and replacement of sewer and water mains. As part of this work, staff are utilizing the mini-excavator more due to the ease of operation especially in tight places. It is not uncommon to have several excavation sites going on at one time. The State bid has a unit that meets our need at a cost much less than was budgeted in the approved Utilities' CIP budget. Due to the need to focus on reducing expenditures, the Utilities Department and the Public Works Department are working together to purchase a ditch blade, allowing for Public Works to utilize one of Utilities' units for ditch cleaning. The Utilities Department will forego purchase of the dump truck at this time, (also approved in the CIP budget.)

Recommended Action: Direct staff to prepare a resolution for the next Council meeting to authorize the purchase of the unit.

Fund Name: Capital Improvement Plan

Account Number: 301.112.5502

Available Budget \$: \$225,038

ATTACHMENTS:		Roll Call	Aye	Nay
___ Memo	___ Council Minutes	Mayor		
___ Staff Report	___ Proposed Ordinance	M___ S___ Jeffrey	___	___
___ Correspondence	___ Proposed Resolution	Council Member		
___ Bid Tabulation	___ Attorney's Report	M___ S___ Brubaker	___	___
___ P/C Recommendation	___ Petition	M___ S___ Kimmons	___	___
___ P/C Minutes	___ Contract	M___ S___ Davis	___	___
___ Application	___ Budget Amendment	M___ S___ Kyser	___	___
___ Citizen	___ Legal Notice			
___ Consultant Report	___ Other _____		Passed	Failed

City of Moberly City Council Agenda Summary

Agenda Number: _____
 Department: Police
 Date: November 18, 2019

Agenda Item: Ordinance authorizing the city manager to enter into an agreement with the housing authority of the City of Moberly for the 2020.

Summary:

If approved the City of Moberly would enter into an agreement with the Moberly Housing Authority for the community police officer for another year, and provide funding toward the officers salary in the amount of 15,000 dollars. This is a renewal of the community police officer agreement between the City of Moberly Police and the Moberly Housing Authority.

Recommended Action: Direct staff to bring to council for approval

Fund Name:

Account Number:

Available Budget \$:

ATTACHMENTS:		Roll Call	Aye	Nay
<input type="checkbox"/> Memo	<input type="checkbox"/> Council Minutes	Mayor		
<input checked="" type="checkbox"/> Staff Report	<input type="checkbox"/> Proposed Ordinance	M__ S__ Jeffrey	___	___
<input type="checkbox"/> Correspondence	<input type="checkbox"/> Proposed Resolution	Council Member		
<input type="checkbox"/> Bid Tabulation	<input type="checkbox"/> Attorney's Report	M__ S__ Brubaker	___	___
<input type="checkbox"/> P/C Recommendation	<input type="checkbox"/> Petition	M__ S__ Kimmons	___	___
<input type="checkbox"/> P/C Minutes	<input type="checkbox"/> Contract	M__ S__ Davis	___	___
<input type="checkbox"/> Application	<input type="checkbox"/> Budget Amendment	M__ S__ Kyser	___	___
<input type="checkbox"/> Citizen	<input type="checkbox"/> Legal Notice			
<input type="checkbox"/> Consultant Report	<input type="checkbox"/> Other _____		Passed	Failed

**HOUSING AUTHORITY OF THE CITY OF MOBERLY, MISSOURI
CONTRACT FOR ADDITIONAL POLICING SERVICES**

This contract made and entered into by and between the Housing Authority of the City of Moberly, Missouri (hereinafter called the "Authority") and the City of Moberly, Missouri (hereinafter called the "City") is for the provision of specific police services associated with the Authority's security programs.

WHEREAS, the Authority desires to contract with the City for additional police services to create a drug-free and crime-free environment and to provide for the safety and protection of the residents in Allendale Manor, Countryview Garden Apartments, Moberly Towers and L.W. Case Apartments; and

WHEREAS, the City by and through its police department desires to assist in the effort by providing effective police services at all Authority properties.

NOW, THEREFORE, the Authority and the City agree to adhere to the terms as follows.

**ARTICLE I
Scope of Services**

SECTION 1. SERVICES PROVIDED BY THE CITY

The City agrees that the services rendered by the Assigned Personnel (police and civilian) under this Contract are in addition to baseline police services. The City agrees that it will not reduce its current level of police services to the developments, particularly in the areas of community policing, patrol, criminal investigations, records, dispatch and special operations. The manner and method of performance of services is specified in Article IV, Plan of Operations. The duties and extent of services of the Assigned Personnel shall include, but shall not be limited to:

- A. The City, by and through its police department, will provide a minimum of one police officer to perform specialized patrols to enforce all local, state and federal laws and as well all Authority rules specified in this Contract. Sworn officers shall at all times remain part of, subject to and in direct relationship with the police department's chain of command and under police department rules, regulations and standard operating procedures.
- B. The City agrees to assign police officers to targeted areas during specific periods of time identified by the Authority and agreed upon by the City as high crime or high workload periods (directed patrol), such as 6:00 PM to 2:00 AM in certain areas, to maintain a police patrol presence.
- C. The City agrees that the police department will employ a community-policing concept and that the police department's Crime Prevention Unit (or other unit whose primary responsibility is to develop and maintain communications with residents) will assist in developing or enhancing crime prevention programs in the Authority's communities.
- D. The City agrees to collect and provide workload data in the developments.
- E. It is further agreed that to the extent necessary, the Assigned Personnel will appear as witnesses in the Authority's administrative grievance procedures, civil dispossession hearings or other civil or court proceedings where the issue includes criminal or quasi-criminal conduct in or near the Authority's property and or developments involving any resident, member of a resident's household or any guest or guests of a resident or household member.
- F. Without limiting any of the foregoing, the City agrees that with respect to the services to be performed by any police personnel in accordance with this Contract, the appropriate police department Patrol Commander or Supervisor will meet with resident leadership and management representatives of the Authority on a routine basis for the purposes of reviewing the enforcement and prevention efforts and planning for future changes or modifications anticipated by this Contract. These meetings shall occur at least quarterly.
- G. The City agrees that a policy manual exists to regulate police officer's conduct and activities; all police officers have been provided a copy of the policy manual; the department has a signed receipt from each officer that he/she has received and understands the contents of the manual; and personnel have been trained on the regulations and orders within the manual.
- H. The City agrees that it will provide the Assigned Personnel with such basic equipment as may be necessary and reasonable in order to allow the police officers to carry out the duties anticipated under this Contract.
- I. The police department will provide, at a minimum sixteen (16) hours of training on community relations and interpersonal communication skills.
- J. The police department shall designate an officer as the Administrative Liaison Officer, who will work in concert with the Authority's Executive Director or that official's designate. The Administrative Liaison Officer will perform the following duties:
 1. Coordinate the dissemination and processing of police and security reports, provide supervisory assistance and coordinate in resolving problems or in carrying out the provisions of this Contract.
 2. Establish and maintain an ongoing line of communication with Beat/Zone Commanders and other police personnel.

3. Prepare quarterly progress reports and evaluations of services requested and provided under this Contract for review by the Executive Director, the Police Chief, appropriate Deputy Chiefs and Beat/Zone Commanders and identified community representatives; and political leadership, e.g. mayor and council members.
4. Initiate and monitor ongoing lines of communication with resident leaders to effectively employ the community policing concept and to address in a timely manner concerns raised by community leaders.
5. Coordinate security workshops and training seminars for identified residents.
6. Assist or advise the planning and implementation of other grant-funded security programs within the Authority; and
7. Establish a clearly defined process for reporting non-emergency criminal activities.

The prorated costs for these services shall be borne by the Authority.

- K. In the event that a Housing Authority provides its own police/security services, the City shall provide the dispatch function for Housing Authority Police patrol units. The Housing Authority will provide specifications of the performance requirements to meet the communications needs.
- L. The City will at all times provide supervision, control and direction of work activities and assignments of police personnel, including disciplinary actions. It is expressly understood that the police department shall be responsible for the compensation of the officers and all employee's benefits, as well as any injury to officers, their property or the City's property while on the Authority's property.
- M. The Assigned Personnel shall possess and maintain POST Certification.

SECTION 2. SERVICES PROVIDED BY THE AUTHORITY

- A. The Authority will provide training of residents, Authority on-site management staff and the Assigned Personnel with workshops on community policing and crime prevention issues associated with housing developments when monies are available. This shall include, but not be limited to, training in the following:
 1. Crime prevention and security responsibilities.
 2. Community organization/mobilization against the causes and precursors to crime.
 3. Drug awareness and control.
 4. Orientation and familiarization with the public housing communities for the assigned officers.
 5. Orientation to the lease contract and lease compliance enforcement procedures and policies.
- B. The Authority will provide the following in-kind accommodations, services and equipment:
 1. Accommodations – The Authority will provide suitable space to be used as a satellite office at each site targeted for additional police services.
 2. Services – Each satellite office will be supplied with utilities (water, heat and electricity) and routine and extraordinary maintenance by personnel of the Authority.
 3. Equipment – Each satellite office is to be supplied with any other additional equipment mutually agreed upon in connection with the performance of this Contract.
 4. Modification/Damage – The Authority will make reasonable modifications, including minor structural, electrical and mechanical changes to the accommodations provided in order to meet the City's operational needs. Any damage to the unit or equipment provided by the Authority for the City employees, which the Authority determines to be above the normal wear for the item or accommodation, shall be repaired or replaced by the City at the discretion of the Authority.
- C. The Authority shall reserve the right to reasonably request the police department to replace any Assigned Personnel for the following reasons:
 1. Neglect or non-performance of duties.
 2. Disorderly conduct, use of abusive or offensive language or fighting. Inadequate punctuality or attendance.
 3. Criminal action.
 4. Selling, consuming, possessing or being under the influence of intoxicants, including alcohol or illegal substances while on assignment to the Authority.
 5. Substantial complaints from residents or management.

The Authority shall provide a written enumeration of the reasons for the request for replacement of the Assigned Personnel, including documentation and witnesses to the alleged behaviors.
- D. The Authority will provide the City with a Police Activity Form(s) for assigned officers to complete. These forms are not to replace police reports utilized by the City.
- E. The Authority will provide the City with the applicable Authority rules and regulations for compliance with this Contract.
- F. The Authority will work with the police department to subsidize housing or rent cost for volunteer police officers to reside in housing developments selected by the Authority when economically feasible for the Authority and does not violate federal or state laws or regulations.

Enforcement of Rules and Regulations

- A. The City, through its police officers, is hereby empowered to enforce the following Authority rules and regulations:
1. Unauthorized visitors in unoccupied structures of the Authority shall be removed.
 2. Unauthorized visitors creating disturbance or otherwise interfering with the peaceful enjoyment of lessees on Authority property shall be removed.
 3. Unauthorized visitors destroying, defacing or removing Authority property shall be removed and/or criminal enforcement actions shall be taken.

With regard to the foregoing rules and regulations, the City's police officers are hereby authorized to give criminal trespass warnings to any persons found in violation of said rules or regulations, i.e. to give notice to any violators that their entry on the property or premises is forbidden and to arrest or cause the arrest and prosecution of any violators, when appropriate.

- B. The City, through its police officers, is hereby empowered to enforce the following Authority rule or regulation:
1. The tenant and any visitors to Authority property and premises shall refrain from, and shall cause their households to refrain from parking vehicles in any area other than parking areas designated by Authority management.
 2. With regard to the foregoing rule or regulation, the City's police officers are hereby authorized to have removed any and all vehicles found parked in violation of said rule or regulation, pursuant to established City procedure for impounding vehicles.
- C. The City, through its police officers, is hereby empowered to enforce such additional Authority rules and regulations and perform such other duties as shall be specified in any addenda attached hereto or incorporated herein now or in the future.
- D. Nothing herein contained shall be construed as permitting or authorizing police officers to use any method or to act in any manner in violation of law or of their sworn obligation as police officers.

ARTICLE III

Communications, Reporting and Evaluation

A. Communications

1. Access to information

The City agrees that the Authority will have unrestricted access to all public information which in any way deals with criminal activity in any of the Authority's communities. It is further agreed that the City police department will provide to the Authority copies of such incident reports, arrest reports or other public documents, which document or substantiate actual or potential information will be provided at no cost by the City police department on a regular basis in accordance with specific procedures that have been or will be established.

B. Reporting

1. Forms

The police department will require all Assigned Personnel to complete a daily log provided by the Authority at the conclusion of each shift and forward the original report to the Authority's designee. This report will include, but not be limited to, data as follows:

- a. Hours worked: foot, bicycle, motorized, other
- b. Calls/requests for service
- c. Referrals to City, Authority or other agencies
- d. Suspicious persons – name and description
- e. Vehicles abandoned, towed or stolen
- f. Drug paraphernalia confiscated or found
- g. Arrests or citations of both residents and outsiders to include age, sex and ethnicity
- h. Property recovered or stolen
- i. Counseling of residents or visitors
- j. Broken lights, sidewalks, property damage, security issues
- k. Graffiti
- l. Conflict resolutions; e.g. resolved apparent or actual conflict between two or more people
- m. Vehicle license number of suspicious persons
- n. Weapons seized or violations

2. Media Coordination

The police department will relay to the Executive Director or designee information related to any major crime or incident that occurs on Authority property, preferably before the media is informed, or as soon as possible.

C. Evaluation

The City and the Authority agree that any evaluation shall include:

1. Hours worked by police officers for:
 - a. Foot patrol
 - b. Bicycle patrol

- c. Motorized patrol
- d. Other (tactical)
- 2. Comparison of crime and workload in the targeted communities.
- 3. Arrests (to include drug violations)
- 4. Vehicles towed
- 5. Positive contacts
- 6. Referrals
- 7. Trespassers removed
- 8. All UCR or MIBRS Reports
- 9. Calls for service
- 10. Weapons seized
- 11. Property stolen/recovered
- 12. Community feedback

It is further agreed that the City will provide comparable crime information for the city as a whole to facilitate the evaluation to include what proportion of activities city-wide occur on Authority property.

ARTICLE IV
Plan of Operations

- A. The City and the Authority shall prepare a detailed plan of operations for use in eliminating drug-related crime. The purpose of the plan is to specify the manner and method of performance by which each of the services identified is to be administered. The plan of operations will minimally specify the following:
 - 1. Service goals and minimum performance criteria (e.g. a definition of what is to be achieved and the expected benefits or outcomes that will be derived)
 - 2. Staffing levels
 - 3. Responsibilities of key personnel
 - 4. Organization and resources, to include personnel, equipment, in-kind support, etc.
 - 5. Hours of operation, to encompass schedules of major tasks and activities
 - 6. Community interface to evidence the methodology by which resident involvement will be gained and maintained during the term of this Contract
- B. The plan of operations will be prepared for review and acceptance within thirty (30) days from the date of execution of this Contract by both parties and will be used upon each contract renewal and can be revised at any time. It is understood that the Authority may request reasonable modification to the initial plan of operations, as it deems appropriate. The Authority must approve the plan changes in order for payment to begin.
- C. If during the term of the Contract either party desires to amend the scope of the plan of operations, either party may request such an amendment via written notification. The Executive Director of the Authority and/or the Chief of Police shall provide final determinations regarding the establishment of an amendment to the plan operations.

ARTICLE V
Term of Contract

The term of this Contract shall be for 1 (one) year beginning on the first day of December, 2019 and ending on November 30, 2020.

ARTICLE VI
Compensation to the City

- A. All compensation to the City will be made on a cost reimbursement basis. The Authority will reimburse the City for services specified in this Contract in a total amount not to exceed Twenty Thousand (\$20,000.00) in the following expense categories:

<u>Expense Category</u>	<u>Amount</u>
Assigned Personnel Salaries and Fringe Benefits	\$15,000
Administrative Liaison Officer Prorated Salary and Benefits	\$0
Communications/other miscellaneous expenses/equipment	\$0
- B. The Authority shall reimburse the police department on a monthly basis, upon receipt of performance of the proposed services and evidence of authorized expenditures.
- C. The percent of overtime authorized under this contract for court appearances or other hearing is none.
- D. If there is a need for overtime, the City may request and the Executive Director will be the approving official. The City shall provide the following documentation in requesting reimbursement for approved overtime:
 - 1. Copies of Certified Payroll Time Reports documenting names of personnel worked, hours worked, supervisory approval and supervisory verification of the necessity for any overtime worked.

- 2. Copies of receipts for other allowable communications and other miscellaneous expenses shall be subject to pre-approval and shall be accompanied at the time of reimbursement request by a brief explanation of the expense incurred.
- E. All requests for reimbursement are subject to the approval of the Executive Director or that designee and the Authority shall thereafter make payment of the approved amount within thirty (30) days of receipt of the request for reimbursement.

ARTICLE VII
Termination

- A. The Authority may terminate this Contract upon the provision of thirty (30) days written notice to the City. Such notice shall be delivered by certified mail, return receipt requested to the address specified in Article VIII.
- B. The City may terminate this Contract upon the provision of thirty (30) days written notice to the Authority. Such notice shall be delivered by certified mail, return receipt requested to the address specified in Article VIII.

ARTICLE VIII
Notices

Any notices required pursuant to the terms of this Contract shall be sent by certified mail to the principal place of business of each of the parties hereto, as specified below:

Authority:	Moberly Housing Authority P O BOX 159 MOBERLY, MISSOURI 65270	City:	CITY OF MOBERLY, MISSOURI 101 WEST REED MOBERLY, MISSOURI 65270
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ARTICLE IX
Construction of Laws

This Contract is made and entered into in the City of Moberly, County of Randolph, Missouri. Any and all questions of law arising hereunder shall be construed in accordance with the laws of the State of Missouri.

ARTICLE X
Entire Contract

The Contract shall consist of the following component parts:

- a) This Contract
- b) Any subsequent addenda agreed to by both parties

ATTEST:

 _____ Donna Dunwoody Executive Director HOUSING AUTHORITY OF THE CITY OF MOBERLY, MISSOURI	 _____ Date
--	--

APPROVED AS TO FORM:

 Troy Link, Chief of Police
 CITY OF MOBERLY, MISSOURI

Date

 Brian Crane City Manager
 CITY OF MOBERLY, MISSOURI

Date

City of Moberly City Council Agenda Summary

Agenda Number: _____
 Department: Fire Dept
 Date: November 18, 2019

Agenda Item: Discussion of the final contract for Collective Bargaining Agreement between the City of Moberly and International Association of Firefighters

Summary: See Attached documents

Recommended

Action: Direct staff to bring to the December 2nd Council meeting for final approval

Fund Name: N/A

Account Number: N/A

Available Budget \$: N/A

ATTACHMENTS:		Roll Call	Aye	Nay
<input type="checkbox"/> Memo	<input type="checkbox"/> Council Minutes	Mayor		
<input type="checkbox"/> Staff Report	<input type="checkbox"/> Proposed Ordinance	M___ S___ Jeffrey	___	___
<input checked="" type="checkbox"/> Correspondence	<input type="checkbox"/> Proposed Resolution	Council Member		
<input type="checkbox"/> Bid Tabulation	<input type="checkbox"/> Attorney's Report	M___ S___ Brubaker	___	___
<input type="checkbox"/> P/C Recommendation	<input type="checkbox"/> Petition	M___ S___ Kimmons	___	___
<input type="checkbox"/> P/C Minutes	<input type="checkbox"/> Contract	M___ S___ Davis	___	___
<input type="checkbox"/> Application	<input type="checkbox"/> Budget Amendment	M___ S___ Kyser	___	___
<input type="checkbox"/> Citizen	<input type="checkbox"/> Legal Notice			
<input type="checkbox"/> Consultant Report	<input type="checkbox"/> Other _____		Passed	Failed

PREAMBLE

This Collective Bargaining Agreement, (the “Agreement”) between the City of Moberly (the “City”) and Local 2671, International Association of Firefighters (the “Union”) is as follows:

This Agreement is binding on the City and Union. This Agreement embodies the full extent of the agreement and the discussions between the City and the Union. This Agreement shall not become effective until it is approved by the City Council in an Ordinance enacted at a duly constituted public meeting of the City Council.

ARTICLE 1—LABOR AND MANAGEMENT RELATIONS

SECTION 1.01 Recognition

The employer recognizes IAFF union 2671 as the exclusive bargaining agent for all employees of the Moberly Fire Department holding the rank of Lieutenant or below.

The Parties acknowledge that new Fire Department members shall serve a probationary period in accordance with, and subject to, the provisions of the Employee personnel, not to exceed 12 months., unless actively working toward a Firefighter I or Firefighter II certification, in which case the probationary period shall not exceed eighteen (18) months.

SECTION 1.02 Discrimination and Diversity

Neither the City nor the Union shall discriminate, against any member of the Unit for his or her activity on behalf of, or membership in the Union. The City shall not restrict, interfere, or punish members for exercising legal speech expressing religious, political, social beliefs which are different from other members, council members or members of the public as long as it is conducted off duty, out of uniform.

The City and the Union agree that there will be no discrimination against any Unit employee because of race, color, age, religion, disability, handicap, gender, or sexual orientation. Discrimination shall be defined in accordance with state and federal law and apply to all provisions of this section. Whenever any words are used in this Agreement in the masculine gender, they shall be construed as though they were also in the feminine and neutral gender in all situations where they would so apply.

SECTION 1.03 Union Business

1.) General Provisions

Any member of the Unit who is elected or appointed to the IAFF or Local 2671 Executive Office (President, Vice President, Secretary, Treasurer, or other offices), may be granted time off to perform Local 2671 Union business, where no time will be charged to the member as well the city will not incur overtime expenses as a result of the time off. The

member must request time off as early as possible. While the Fire Chief will not arbitrarily refuse the request, the Fire Chief has the authority to limit the amount of time taken for cause, such cause shall be provided in writing upon request of the affected officer.

2.) Notice

After notice to the Chief's Office and with approval, Union Officers who are on duty may perform Union duties during regular working time as long as those duties do not interfere with the member's work, and the member will suffer no reduction in pay for the time spent in performing those Union duties. The union will be provided space for a filing cabinet and use of private meeting space, pending approval from the fire chief.

3.) City Council Meetings

Union Officers and or their designees shall be permitted to attend City Council during non-working time and shall be permitted to address City Council and speak on behalf of the Union at the discretion of the Union Officer.

4.) Monthly Union Meetings

On the first Tuesday of each month from 6:00 p.m. and 9:00p.m. , the MFD Station may be used to conduct Union Meetings. All on duty Members shall be permitted to attend and participate in said meetings. On-duty Members shall always be "ready to respond" for calls. In the event that an "Emergency Meeting" is needing to be conducted, the Union shall be able to use the MFD Station with approval of the Fire Chief.

5.) Gender Neutral Verbiage

Whenever any words are used in this Agreement in the masculine gender, they shall be constructed as though they were also in the feminine and neutral gender in all situation where they would so apply.

SECTION 1.04 Payroll Deduction of Union Dues & Other Deductions

1.) General Provisions

The City shall allow the deduction of dues from the pay of those employees who individually make such arrangements through the City's payroll system.

2.) Indemnification

The Union shall warrant and defend, indemnify and hold the City harmless from and against any and all claims, demands, suits, damages or other forms of liability, including expenses, court costs and attorney's fees, that may arise out of or by reason of any actions taken or not taken by the City in reliance upon certification provided by the Union to the City pursuant to the provisions of this Section or in reliance upon any other information provided by the

Union to the City, including signature cards and lists of members, which are provided for the purpose of complying with any of the provisions of this Section.

SECTION 1.05 Bulletin Boards

The Union shall limit its posted notices and bulletins to such bulletin boards, removable only by the Executive Board of the Union or shift representatives. The Employer shall provide a total of 4ft by 3ft of wall space for one (1) bulletin board for the use of the Union in the firehouse in an area that is mutually agreed to by the Union and Fire Chief's office and accessible to Members.

Posting on the allocated bulletin boards shall be only for Union business, and by the Executive Board or designee.

SECTION 1.06 Joint Labor Management Committee (JLMC)

1.) General Provisions

There shall be a MFD Joint Labor Management Committee consisting of at least the Fire Chief and Union President.

2.) Meeting Frequency

The JLMC shall meet as frequently as the Fire Chief and Union President deem necessary, but not less than every three (3 months) unless mutually agreed upon by both parties to cancel said meetings. The committee shall meet at the request and agreement of the available attending committee members.

3.) Topics of Discussion

Both parties shall meet to discuss all matters of mutual concern, including but not limited to significant long-term budgetary items, long range planning, policy changes or new policies, all matters of health and safety, training objectives, public relations, working conditions, and, to the extent that there are proposed changes in the future, the processes that lead to the filling of vacancies, such as hiring and promotions.

4.) Advisory Status of Decisions

Recognizing the City's management rights as addressed in Section 1.09 of this Agreement, it is understood and agreed that all decisions of the JLMC are advisory only unless a consensus has been reached by the parties on the topics of discussion.

5.) On Duty Participation in JLMC Meetings

Elected Union Officers shall be allowed to participate in JLMC meetings while they are on duty without being required to utilize earned leave to attend said meetings.

SECTION 1.07 Union Representation

1.) General Provisions

A Member has the right to be represented by the Union at any examination or interview of the Member by any representative of the City in connection with any investigation if the Member believes that the examination may result in disciplinary action against the Member or another Member, or if the City notifies the Member the examination may result in disciplinary action.

2.) Procedure

Should the Member request Union representation, the City shall choose from among three options:

1. Grant the request and delay the interview until the Union Representative arrives. Prior to the interview continuing, the Union Representative shall have a chance to consult privately with the Member;
2. Deny the request and end the interview; or
3. Give the Member a clear choice between either having the interview proceed without representation or ending the interview.

3.) No Harm

A Member shall not be punished for requesting Union representation.

4.) Member Participation

It is agreed that having a Union Representative present does not negate the Member's responsibility to participate in the investigative process during the disciplinary proceedings.

5.) Notice

When conducting an interview or examination of any Member that may result in disciplinary action against the Member being interviewed or examined, or that may result in disciplinary action against another Member, the representative of the City conducting the interview or examination shall advise the Member that the investigative interview or examination may result in disciplinary action and that the Member is entitled to Union Representation in accordance with Section 1.07.1 of this Agreement.

6.) Selection of and Conduct of Union Representation

1. The selection of the Union Representative shall be the sole discretion of the Member being interviewed or examined and shall at a minimum be filled by the Member's elected Shift Representative. The Member may request the Union President serve as his/her representative. Should the Member and Union President determine that the circumstances warrant additional resources from the IAFF, the

- Union President shall be entitled to seek such resources from the Union. The Union shall be expected to provide said representation as soon as reasonably possible, and;
2. The Union Representative may observe the interview, and with the Member's consent, may request to confer privately with the Member, or speak on the Member's behalf, and;
 3. Aside for the provisos set forth in Section 1.07.6.2 of this Agreement, the Union Representative shall not deliberately delay, obstruct, or interfere with the interview or examination, and;
 4. The Union Representative shall conduct himself/herself in a manner that would be deemed professional by a reasonable and prudent person.

SECTION 1.08 Display of Union Insignia

The IAFF Local 2671 insignia will be displayed in good taste and shall not distract from the appearance that is expected of professional Fire Fighters. There will be no expectation that non-members, such as chief officers, place this insignia on their uniforms or vehicles.

The IAFF Local 2671 insignia will abide by the following guidelines:

- 1.) Union insignia may be placed on any Moberly Fire Department apparel pending a formal request by Local 2671 Executive Board, and approval by Moberly Fire Chief.
- 2.) All IAFF Local 2671 insignia displayed by members must first be approved by the Executive Board.
- 3.) All other insignia related matters will be addressed by the Executive Board with the consideration of the Moberly Fire Chief

SECTION 1.09 Management Rights

Except as amended, changed or modified by this Agreement, the City retains the exclusive right to manage its operations, determine its policies, budget and operations, the manner of exercise of its statutory functions and the direction of its working forces, including, but not limited to: the right to hire, promote, demote, transfer, evaluate, allocate and assign Unit Employees; to discipline, suspend and discharge for appropriate cause; to relieve Unit Employees from duty because of lack of work or other legitimate reasons; to determine the size and composition of the work force; to make and enforce reasonable rules of conduct and regulations; to determine the departments, divisions and sections and work to be performed therein; to determine the number of hours of work and shifts per workweek; to establish and change work schedules and assignments; to introduce new methods of operation and maintain efficiency. The union recognizes these management rights and expressly waives any right to bargain on these subjects.

SECTION 1.10 Appendices and Amendments

All appendices and amendments to this Agreement, if any, shall be numbered or lettered, dated, and signed by the responsible parties, and shall be subject to all provisions of this Agreement

ARTICLE 2—WORKING CONDITIONS

SECTION 2.01 Employee Handbook and General Orders

The Union agrees that the Unit employees will comply with all rules, regulations and ordinances of the City or of the Fire Department not expressly restricted by this Agreement thereof.

- 1.) The “Employee Handbook” as referenced in this Agreement means the City of Moberly Personnel Policies and Procedures Manual that is in effect at the time this Agreement is executed by the parties. The City retains its exclusive authority and discretion to amend any provision of the Employee Handbook as it deems necessary or desirable.
- 2.) The “General Orders” of the Moberly Fire Department are published by the Fire Chief, and those General Orders in effect at the time of the execution of this Agreement shall be followed. The Fire chief reserves the right to amend the General Orders as he or she deems necessary and appropriate. With respect of the JLMC
- 3.) The City recognizes its obligation to bargain with the Union with respect to any material changes in the Employee Handbook or General Orders as those Policies and Orders apply to Unit members.
- 4.) In the event that there is a conflict between this Agreement and any part of the Employee Handbook, the MFD General Orders, or other City documents referenced herein, the terms and conditions set forth in this Agreement shall be controlling.

SECTION 2.02 Hours of Duty

1.) General Provisions

The hours of duty for each employee shall begin at 07:00 a.m. and continue until 07:00 a.m. of the following day (24 hours). All employees shall report to work no later than 07:00 a.m. in uniform and ready to respond to emergency calls at all times for the remainder of their shift. MFD personnel work a 3-crew alternating schedule, demonstrated as follows: (A-B-C-A-B-C) in 24-hour increments.

2.) Normal Work Hours

Generally, the normal working hours for the MFD shall be from 0800-1700 hours, Monday through Friday, excluding City-recognized holidays. The City shall make all reasonable efforts to schedule inspections, training, public relations events, maintenance, and similar non-emergency duties during this time frame. The Union recognizes that, on occasion, requests from the community and/or the availability of unique training opportunities may present themselves that requires participation after normal working hours. As such, the Union acknowledges that the scheduling of such events shall not constitute a violation of this Agreement and shall not be subject to the grievance process set forth in Section 2.05.

3.) Daily Scheduling

Generally, the hours of 0800-noon and 1300-1700, Monday through Friday shall be utilized for the functions designated in Section 2.02.2. Generally, the hours of noon-1300 shall be allocated as time in which members can prepare and consume meals or utilize as resting period. The parties agree that nothing in Section 2.02.2 or 2.02.3 shall be interpreted as to suggest that the officers are required to find busy-work for the Members to do in order to fill the aforementioned normal work hours. The parties further agree that the functions designated in Section 2.02.2 shall not be substantially expanded upon, and that once those assignments are completed the Members shall be permitted to utilize remaining time for physical fitness as set forth in Section 2.02.4, or for prehabilitation, meal preparation, or advanced education.

4.) Physical Fitness

During either the morning work period, or the afternoon work period, ninety (90) minutes will be allocated for physical fitness and post-workout personal hygiene. The daily shift officer shall determine the most suitable time to schedule daily physical fitness training.

5.) Visitors to the Firehouse

Members shall be allowed visitors provided it does not interfere with Fire Department operations. During normal work hours, visits are allowed as long as daily fire operations are not hindered or interrupted. No visitors shall be permitted past 2200 hours and before 0600 hours, without approval of the Shift Commander.

6.) Conduct

Conduct of business in the Fire Department shall be governed by the Department's General Orders and the Moberly Personnel Manual, under the direction of the ranking officer in the firehouse.

SECTION 2.03 Reduction-In-Force

1.) General Provisions

The City Manager may, in his/her discretion, determine from time to time that a reduction-in-force may be necessary to maintain certain necessary services within the City. Should this occur, the City shall notify the Union of layoff and shall negotiate the terms of any reduction in force with the Union.

2.) Lay Off Order

Should such reduction-in-force occur, Members will be laid off in reverse order of seniority.

3.) Impact on Promoted Members

In the event a reduction-in-force results in the need for redistribution of employees from superior ranks to lesser ranks, such reduction in ranks shall be accomplished by reducing in rank those employees with the least tenure in the affected rank, counting from the employee's date of promotion

4.) Recall List

Members laid off shall be placed on a priority recall list for two (2) years. The City shall recall Unit members based on their department seniority. All call back notification shall be by United States Mail, postage prepaid, to the Unit member's last address no into the City and contact by telephone to the Unit Member's last-known telephone number. Members shall ensure that the City has their current mailing address and telephone number. If a member receives a recall notice for such, he/she has 14 days to accept the offer. If such member does not respond to an offer within 14 days, he or she forfeits all seniority within the fire department and that member is not subject to any further calls.

5.) Credited Service

Recalled employees shall retain previous credited service for the purposes of seniority, and shall be reinstated at the rate of pay, and with the same benefits they had at the time of layoff.

SECTION 2.04 Seniority Assignment, Personnel Transfers

1.) Personnel Transfers

Members may request to change shift assignments with another equally qualified member if both agree to the change. The change request must be signed by both members and submitted to the Fire Chief. Such changes in assignments are subject to final approval by the Fire Chief, recognizing that assignments are subject to ensuring proper staffing for all shifts as determined by the Fire Chief. When vacancies occur, incumbent members who so desire may request to be transferred to the vacancy on the affected shift. The Fire Chief may approve the transfer, recognizing that assignments are subject to ensuring proper staffing for all shifts as determined by the Fire Chief.

2.) Definition of Seniority

Seniority shall be determined by the day-to-day Unit member is hired in a full-time position in the Unit. Continuous service shall only be broken by resignation, discharge, retirement, or if a Member is laid off and fails to return to work within fourteen (14) calendar days after being recalled.

SECTION 2.05 Grievance Procedure

1.) General Provisions

Recognizing the fact there is a negotiated Collective Bargaining Agreement covering employment conditions between the City of Moberly and Local 2671 of the International Association of Fire Fighters, for any disagreement arising between the Members(s) and the City and/or the Union and the City over the application, interpretation or implementation of said Collective Bargaining Agreement and established working conditions the Union agrees to follow the steps established herein, and the City recognizes the right of the Union to represent its interest or the interest of the Member at any step during the process.

2.) Types of Grievances

1. **Type I Grievance:** A Type I grievance is a complaint by the Union about a violation, misinterpretation or misapplication of any provision of this Agreement, which does not involve any hiring, promotion, demotion, disciplinary or discharge decision by the City;
2. **Type II Grievance:** A Type II grievance is a complaint by (1) a bargaining unit Member, or (2) a group of bargaining unit Members, or (3) the Union about any working condition, or disciplinary or personnel action other than a Type I Grievance.

3.) Resolution of Grievances

Should disagreements arise with respect to the interpretation or application of this Agreement or concerning any action against a Member involving discipline, discrimination, suspension or discharge, such disagreements shall constitute a grievance shall be disposed of in a manner hereinafter set forth:

1. Type I grievances shall be filed in accordance with the procedures set forth in Section IX of the Employee Handbook. Should the grievant not be satisfied with the determination of the City Manager, the grievant may file an appeal with an arbitrator to be selected in accordance with the Federal Mediation and Conciliation Services (FMCS) Procedures for Requesting Arbitration Lists and Panels as established in Section 2.06.4 of this Agreement.
2. Type II grievances shall be filed in accordance with the procedures set forth in Section IX of the Employee Handbook except as otherwise modified by this Agreement. Type II grievances shall not be eligible for arbitration. Individuals filing Type II grievances may still contact and file administrative charge(s) with appropriate state and federal agencies.
3. With respect to the constitution of the three-member Employee Review Board as the last step in the Grievance Procedure provided in the Personnel Policy Manual, that Employee Review Board shall consist of three members, including (i) a Department Head named by the City Manager; a Member of the City Council designated by the Mayor; and (iii) an employee of the City who has at least 5 years of service as a City employee and who is not a member of the bargaining unit to be designated by the grievant

4.) Arbitration Procedure

1. If a Type I grievance is not settled to their satisfaction based on the decision of the City Manager, the grievant may file an appeal with an arbitrator to be selected in accordance with the Federal Mediation and Conciliation Services (FMCS) Procedures for Requesting Arbitration Lists and Panels. The geographical local of the eligible arbitrators to be selected shall include the o, Missouri, Columbia, Missouri and St. Louis, Missouri region or a mutually agreed region. Such an

appeal shall be requested in writing and directed to the City Manager within five (5) working days after the issuance of the City Manager's decision.

2. Upon such appeal, the Grievant and the City shall have the right to be heard and to present evidence. At the hearing of such appeals, technical rules of evidence shall not apply. After the hearing and consideration of the evidence, the Arbitrator shall either confirm the action of the City Manager, award the relief requested in the grievance, or recommend an alternate course of action. The Arbitrator shall file a written statement of findings and award with the City Manager within thirty (30) days following the close of the hearing or submission of briefs, whichever is later, and such decision shall be binding and final. The grievance, all written documents that may have been considered in the hearing, the findings and the award issued by the Arbitrator in the binding Arbitration Hearing shall be promptly filed in the Human Resource Department.

SECTION 2.06 Shift Exchange

Shift exchanges shall be permitted under the provisions of MFD General Order No. 26, as amended, and as included as Appendix XX of this Agreement.

SECTION 2.07 Weather Rules

1.) General Provisions

The mission of the Moberly Fire Department is to provide excellent emergency services to its citizens and businesses 24 hours per day, 365 days per year. An essential component of the success of that mission is ensuring that Members and equipment are as prepared as reasonably possible for the challenges they will face. It is agreed that training and equipment testing and maintenance are necessary to ensure that all personnel and apparatus meet applicable standards, and that the Union will make every reasonable accommodation to ensure they are completed in a timely manner.

2.) Parameters for Ceasing Non-essential Activities

It is agreed that regular training and equipment testing, while important, are typically not so essential as to warrant exposing personnel to hazardous or inclement weather conditions that may render Members unnecessarily fatigued or infirmed, and thus less than optimally prepared to respond to emergency calls. For the purpose of this Agreement, inclement weather will be defined as the presence of any of the following: Wind Chill below 25 degrees Fahrenheit, Heat Index above 92 degrees Fahrenheit, extreme winds, rain, snow, sleet, or icy conditions. When said conditions exist, all activities which require extended exposure of personnel to outside weather conditions and can reasonably be re-scheduled shall be halted. It shall be the responsibility of the Union Shift Representative to contact the Captain and request that the Extreme Weather Clause be enacted. The Captain will be expected to notify the Fire Chief, or Acting Fire Chief to advise him of the situation and

request permission to discontinue non-essential outdoor tasks. “The Weather Channel” application will be the standard of measurement for this policy.

SECTION 2.08 Health & Wellness

1.) General Provisions

Through the utilization of a mutually agreed upon health services, the City will provide an annual Health, Wellness and Fitness Screening. The screening shall comply with NFPA 1582 and 1583, as well as the Joint Labor Management Wellness-Fitness Initiative in its most current edition. The Union agrees that it is a condition of continued employment that all Members participate in this screening and in daily fitness activities. The City agrees that it will adhere to all the principal tenants of the Initiative, and that the goal of the program will be to assist all Fire Fighters to obtain a high level of wellness and fitness.

2.) Non-punitive Provision

The City agrees that it is the intent that the program should not be used in a punitive manner. The Union agrees that should a Member be deemed to not be medically fit for duty, or should a Member refuse to regularly participate in daily fitness activities, administrative actions taken with regard to the Member’s health and safety shall not be considered punitive.

3.) Access to Fitness Equipment

The City agrees to provide all Members full access to the YMCA, and shall ensure that time is allotted each duty day for physical fitness activities. Should the YMCA cease to operate within the City, or; should it be mutually agreed to by both parties that better option is available, or; should the City and Union develop a capital improvement plan that outfits the fire stations with sufficient and mutually agreeable fitness equipment in house, then in those circumstances the City will be absolved of the requirements of Section 2.08.3 of this Agreement.

4.) Exposures to Infectious Diseases, Carcinogens, Stress, and Trauma

1. The City recognizes that, during the course of their duties, Members may, be exposed to infectious diseases, such as, but not limited to, tuberculosis, hepatitis B, and the human immunodeficiency virus (HIV);
2. The City recognizes that, during the course of their duties, Members may, be exposed to a variety of known carcinogens which can result in higher rates of certain cancers in Fire Fighters than the general population;
3. The City recognizes that, during the course of their duties, Members may, be exposed to abnormally high levels of stress, traumatic events, and inconsistent sleep patterns which can result in higher rates of behavioral health conditions in

- Fire Fighters than the general population including but not limited to anxiety, depression, alcohol and substance abuse, sleep disturbances, and suicide;
4. The City agrees to, on an annual basis, provide training to the Members aimed at preventing such exposures in the workplace;
 5. The City will conform to national standards and industry best practices for preventing such exposures, where such standards exist;
 6. The City will maintain an accessible reporting system by which Members shall document exposures to infectious diseases and/or hazardous substances;
 7. The City will ensure that the Members are encouraged to report serious exposures to the City's workers compensation provider.

5.) Personal Protective Equipment (PPE)

1. The City shall furnish at no cost to each Member all PPE, including respiratory apparatus, gloves, helmets, and structural firefighting equipment required and certified by appropriate industry and any other equipment deemed necessary or desirable by the City.
2. The City shall ensure that PPE is cleaned and inspected on regular intervals in accordance with the manufacturer's guidelines and/or the applicable industry standard, and that required repairs to PPE are completed in a timely manner. Only personnel who have been trained and certified by the manufacturer or applicable federal agency shall be permitted to perform maintenance and/or repairs on self-contained breathing apparatus.
3. A Member who leaves the City of Moberly's employment within twenty-four (24) months of his/her hire date shall reimburse the City on a prorated basis for the cost of his or her PPE, which shall remain the property of the City.

SECTION 2.09 Overtime

1.) General Provisions

The Fire Department annual budget shall include funding for overtime dedicated to maintaining apparatus staffing levels at an agreed upon minimum set forth in Section 2.19 of this Agreement. This funding shall be sufficient to ensure that apparatus staffing meets agreed upon minimum while allowing two (2) Members to take vacation leave, comp time, holiday leave, or Kelly Days at their discretion.

2.) City Policy, Fire Department General Order, and Exceptions

But for the following exceptions, MFD GO 27, included as Appendix XX of this agreement, and Sections III and V of the City's Personnel Manual that are in effect at the execution of this Agreement shall be controlling regarding the assignment and payment of overtime to MFD Members:

A.) Overtime shall be paid at the rate of one and one-half times the Members base rate of pay for all time worked or earned leave used in excess of 212 hours in a 28-day pay cycle.

3.) Extraordinary Circumstances Provision

1. The City may, in its sole discretion, authorize additional overtime for staffing above and beyond the minimum staffing standards set forth in this Agreement if it determines that the threat of severe weather, civil unrest, the existence of natural disasters, or acts of terrorism, requires a force size greater than provided for by the minimum staffing standards set forth in Section 2.19.1 of this Agreement. The authorization of additional overtime for said circumstances shall not be precedent setting, and the assignment of said overtime shall be done as set forth in this Section, and shall not be at special event compensation rates.
2. The Fire Chief retains the right to cancel any and all time off, if in rare and emergency circumstances such as widespread civil unrest, natural disasters, or acts of terrorism the retention of that time off hinders the safe and effective emergency operation of the Fire Department. The Fire Chief will provide as much advanced notice as possible of these situations. The City will make every reasonable accommodation to Members affected by these rare emergency situations.

SECTION 2.10 Training

1.) General Provisions

Unit members shall conform with General Order No. 25 during all training activities. Training and Education for Unit members shall be governed by Section VII (J) of the City's Personnel Handbook.

2.) Continuing Education

The City will provide, at its cost, continuing education and training as outlined by the Division of Health and Senior Services (EMS) for maintaining licensure. The City will also provide for CPR and any other certifications associated with the job.

3.) Mandatory Training

Should it be determined through mutual consent that training that occurs during off-duty hours is of such importance that it is mandatory for the entire department, or for select Members of the department, the Members required to participate in said training shall be given as much advanced notice as reasonably possible, and shall be remunerated at the overtime rate of one and one-half times their base hourly rate of pay for all hours spent off-duty engaged in said training.

4.) Professional Development

If funds are appropriated, and if a member has a professional development plan that conforms with the requested training, and if the training is pertinent to the Fire Department, the Chief will approve sending firefighters to advanced training. The City may require a Member to attend additional training that is deemed beneficial to the FD, and the City will pay the costs of any training so required (lodging, per diem, etc.). The rates for fire department personnel will remain the same as all city employees are allowed.

5.) Advanced Training Incentive

Members will receive training and education incentives upon successful completion of Missouri State Certification and/or maintain the following courses:

- Fire Instructor I (\$250.00)
- Fire Instructor II (\$250.00)
- Fire Investigator (\$250.00)
- Fire Inspector (\$250.00)
- EMT-B (\$500.00)

Training and Education incentives listed above will be added to each Member's base salary and applied at the next pay cycle after verification has been provided to the fire chief.

Section 2.11 Uniforms and Equipment

1.) General Provisions

After one (1) year from date of hire, each full-time Member shall receive a uniform allowance of five hundred dollars (\$600.00) per year for the purchase and maintenance of MFD uniforms and firefighting equipment. This amount will be reimbursed to the Member with the submission of a paid invoice for any purchases made by the Member.

2.) Direct Billing from a Vendor

If there is an established purchasing procedure with a vendor through the City or the MFD in which a Member can order a product and the City pays the vendor directly, then the Member will not receive cash reimbursement for the purchase.

3.) Personal Property Replacement

The City agrees to replace personal property such as, but not limited to eyeglasses, watches, mobile phones, or uniforms damaged during an emergency call.

SECTION 2.12 Discipline and Discharge Procedures

1.) General Provisions

The Union agrees that corrective discipline of Members, when deemed necessary by the City, shall be administered in accordance with Section IX of the City's Employee Handbook (*Appendix XX*) as set forth in, or modified by this Agreement.

2.) Modifications to City's Discipline Policy:

But for the following provisos, Section IX of the City's Employee Handbook shall be controlling with regard to discipline and disciplinary procedures:

1. The Fire Chief shall have responsibility for all disciplinary action, and may only delegate this authority to promoted supervisors, and shall not be delegated to Members in an Acting Officer roles;
2. Should a Member be subject to corrective action, prior corrective actions that occurred greater than) twenty-four (24) months from the current instance subject to corrective action shall not be used for progressive discipline purposes;
3. Should a Member be subject to corrective action due to a violation or infraction of such significance that the discipline for said offense warrants a suspension of greater than forty-eight (48) hours, prior corrective actions that are of equal or greater significance, and prior corrective actions that are directly related to the current instance subject to corrective action may be used for progressive discipline purposes. Prior corrective actions that are not directly related to the current instance subject to corrective action, and prior corrective actions that were not significant enough to have warranted a suspension greater than forty-eight (48) hours shall not be used for progressive discipline purposes;
4. Elected Union Officers shall not be subjected to corrective action as retaliation for performing their duties as duly elected representatives of the Union;
5. Members filing a Type II grievance that progresses to a hearing with the Employee Review Board shall be entitled to select any City Department Head to serve on the three-person Employee Review Board, and the decision of the Employee Review Board shall be final and binding;
6. In cases of suspension, demotion, or termination, the notice of disciplinary action shall contain information explaining the employee's right to have the action reviewed in accordance with Section 2.05 of this Agreement.

SECTION 2.13 Fire Department Policies, Procedures, and Guidelines

1.) General Provisions

MFD policies and procedures are established by Standard Operating Guidelines (SOGs), Standard Operating Procedures (SOPs), and/or written departmental policies, hereinafter referred to as "Policy or Policies." The Fire Chief or the Union may propose changes to any existing Policy, or propose the creation of a new Policy, in accordance with this Section.

2.) Compliance

Except as expressly modified by this Agreement, the Union agrees that the bargaining unit employees will comply with all Fire Department policies and procedures.

3.) Modifications to SOGs, Policies, and Procedures Referenced in CBA

1. In the event the parties desire to modify SOGs, policies, and procedures referenced in this Agreement, said modifications shall require a consensus being reached by the JLMC prior to implementation.

4.) Modifications to SOGs, Policies, and Procedures Not Referenced in CBA

In the event the City desires to modify existing Moberly Fire Department SOGs, policies, and procedures not referenced in this Agreement or create new SOGs, and should the JLMC be unable to reach a consensus on said modifications, and should the Union determine that said changes have substantive and negative impact on members of the bargaining unit, the City Manager agrees to confer with the Union prior to the implementation of any such change.

SECTION 2.14 Promotions and Hiring

1.) General Provisions

The filling vacancies and promotions within the MFD shall be done in accordance with the MFD Promotions SOG included as Appendix XX of this Agreement.

2.) Timeliness

The filling of full-time line-level vacancies and promotions shall take place as soon as practical upon the Member vacating his position, and shall be taken from an active hiring or promotion list if one exists. In the event that the active hiring list is over two (2) year old, or that the active hiring list does not contain enough candidates of suitable standing, a new hiring process shall be convened as soon as practical.

3.) Minimum Credentials for New Employees:

1. 18 years old;
2. High School diploma;
3. Valid driver's license;
4. Certified Missouri EMT license preferred, Certified First Responder required;
5. Certified Missouri Fire Fighter I and II preferred.

4.) Minimum Credentials for Promotion to Engineer:

1. Three (3) years of service with the MFD;
2. Certified Missouri Core and Pumper Operator.

5.) Minimum Credentials for Promotion to Lieutenant:

1. Seven (7) years of service with the MFD, with one of those years as an Engineer;
2. Certified Missouri Fire Officer I;
3. Certified Missouri Fire Instructor I.

6.) Minimum Credentials for Promotion to Captain:

1. Eight (8) years of service with the MFD, with one of those years as a Lieutenant;
2. Certified Missouri Fire Officer II.

SECTION 2.15 Political Activity

The City shall not prohibit any Member of the Unit from engaging in any political activity while off duty and not in uniform, being a candidate for elected or appointed public office, or holding such office unless such political activity or candidacy is otherwise prohibited by state or federal law under the following guidelines:

- 1.) Unless expressly authorized by the City, members shall not be permitted to engage in political activity while on duty or in an official capacity as emissaries of the City of Moberly.
- 2.) Members shall not use City supplies or equipment when engaging in political activity.
- 3.) For the purpose of this Section, the term “uniform” shall be defined as any garment provided to the employee by the City, either directly or with funds from the uniform allowance, which can be worn on duty.
- 4.) The Union and the Members shall not engage in, nor encourage any engagement in, either directly or indirectly; strikes, slowdowns, group illness, or withdrawal of services against the Moberly Fire Department or the City of Moberly.

SECTION 2.16 Exclusivity of Services

The core duties related to the provision of fire suppression, rescue, and emergency medical care normally assigned to Members and agreed upon under this Agreement shall be duties that remain Fire Department responsibilities and shall not be construed as services that can be contracted, loaned, or detailed out to any other entity, public or private. The ancillary services related to supporting the core duties of the Fire Department, including but not limited to: fire prevention, plan review, public education, community health, Member training, clerical or custodial work, hydrant testing, hose, pump, or ladder testing, and other similar functions shall remain the responsibility of the Fire Department. Said ancillary services, may be contracted, loaned, or detailed out to another entity provided such meets or exceeds the services currently provided by the Fire Department and can provide an economic advantage to the City.

This Section is not intended in any way to limit the Employer’s right to participate in mutual aid arrangements with other cities or fire districts, nor is it intended to limit the Employer’s management right to join or form a fire district, enter into cooperative services agreements with other public agencies, or reduce or consolidate services should the formation of a fire district or cooperative service agreement result in such.

In the event of any such action or discussions considering such actions set forth in this Section, the Employer shall notify the Union immediately, and the Union shall be afforded a regular and substantive role in the process and in the development of whatever recommendation shall be made to the Moberly City Council.

SECTION 2.17 Internet, Cable & Communications

The parties agree upon the following provisions regarding the use of the internet, cable, and other forms of communication by on duty Members of the MFD:

- 1.) Members shall be provided wireless internet at each station.
- 2.) The City shall allow the use of personal electronic and communication devices, provided such use does not interfere with departmental operations or violate department policy.
- 3.) Members shall be provided cable TV at each station, for use outside of “normal-work hours”.
- 4.) Members shall be allowed to receive job-related mail at the fire station, provided there is no charge to the City.
- 5.) The use of Member’s cell phones, internet devices, televisions, email, text messages and social media services shall be governed by the respective provisions applicable to City employees contained in the City’s Personnel Handbook, and General Orders 23 and 24.

SECTION 2.18 Firehouse Maintenance, Upkeep, Repair and Furnishings

The parties agree upon the following provisions regarding the maintenance, upkeep, repair, and furnishing of the MFD firehouses:

- 1.) Members shall be responsible for the cleaning and maintenance of their assigned bedding and bedroom.
- 2.) The City shall provide and maintain each firehouse’s interior with appliances, furniture, furnishings, and accessories, as presently exist regarding quantity, quality, and size or replace with equal or higher quality.
- 3.) Cleaning appliances, laundry detergent, fabric softener, dryer sheets, dish-washing detergent, etc. shall be provided by the City for bed linens, towels, uniforms, turnout gear, and dishes. Members shall not provide cleaning and maintenance of the City’s buildings or property, apart from MFD facilities.
- 4.) Members shall not be used to perform duties for the City in lieu of hiring a licensed professional for any major building repairs or additions, including, but not limited to; electrical work, interior/exterior carpentry, construction, etc. unless agreed upon by the Chief and the Union.
- 5.) Members shall clean and maintain all living areas, bunkrooms, offices, and apparatus bays, in accordance with department policies set forth by the Fire Chief. Cleaning products deemed necessary to maintain MFD stations shall be provided by the City for the purpose of station cleaning.

- 6.) Firehouse maintenance and accommodations shall be governed by the applicable General Orders of the Department.

SECTION 2.19 Minimum Staffing)

1.) General Provisions

The parties agree that the minimum daily staffing level for the Moberly Fire Department should be not less than eight (8) full-time Members on duty on any given day in order to comply with the industry's minimum safe staffing standards set forth in NFPA 1710. The parties further agree that not less than eight (8) full-time Members shall be assigned to each shift, which shall consist of a Captain and Lieutenant.

2.) Allowances

While parties agree that the minimum daily staffing level for the Moberly Fire Department should be not less than eight (8) full-time Members on duty on any given day, and further that the City retains the sole authority to adjust either full-time staffing numbers or adjust the overtime budget at its sole discretion to meet that objective, it is understood that should the minimum daily staffing level occasionally fall to seven (7) or six (6) full-time Members on duty, that that occurrence in and of itself shall not constitute a violation of this Agreement. The parties further agree that at no time shall there be fewer than six (6) full-time Members on duty, and when there are six (6) full-time Members on duty, all six (6) Members shall be assigned to an apparatus and the Captains shall not utilize a command vehicle during emergency responses. At no time shall an MFD apparatus respond to an emergency incident with fewer than three (3) Members on the apparatus.

3.) Standard of Cover, Risk Profile, and Staffing Level Recommendation

During the term of this Agreement the City and the Union shall work jointly to develop and recommend the City's Risk Profile, Standard of Cover, and appropriate staffing levels for the Moberly Fire Department to the City Council for their consideration.

4.) Apparatus

The GFD shall regularly operate two (2) front-line fire suppression apparatus, as established in the GFD Apparatus Staffing Policy.

5.) Apparatus Staffing Definitions

- 1.) **Captain** – Captains shall function as the shift commander during the course of the duty shift.
- 2.) **Lieutenant** – Lieutenants shall be expected to function as an Acting Captain as staffing needs require.
- 3.) **Engineer** – Engineers shall be responsible for the safe operation of MFD apparatus and shall be expected to function as an Acting Lieutenant as staffing needs require.
- 4.) **Fire Fighter** – Fire Fighters are full-time employees of the MFD that have not been promoted to Engineer, Lieutenant, or Captain.

ARTICLE 3- COMPENSATION

SECTION 3.01 Wages and Compensation

1.) General Provisions

During Fiscal Year 2020 the City will engage outside experts to conduct wage studies for purposes of wage and salary administration. The City agrees to confer with the Union prior to the commencement of said studies in an effort to reach a consensus on comparable cities, and; the City agrees to share the data from the wage studies with the Union, and; the City agrees to allow the Union to be heard should it have reason to believe that the data is inaccurate or that the studies do not yield a wage recommendation to the City Council that results in the Moberly Fire Department being competitive in the market.

2.) Pay Ranges for Fiscal Year 2020

1. Fire Fighter - \$10.46 - \$15.60/hour
2. Fire Engineer - \$11.43 - \$17.14/hour
3. Fire Fighter/Building Inspector - \$12.07 - \$18.11/hour (based on a 2080 hour work year)
4. Fire Lieutenant - \$13.39 - \$20.09/hour
5. Fire Captain - \$18.52 - \$27.78/hour

3.) Fiscal Year 2020 Salary Increases

For FY2020, the total raise pool for the MFD shall be 2%. These funds shall be divided into equal dollar amounts so that all MFD employees receive the same dollar amount increase, and shall be distributed to the employees at the commencement of the fiscal year.

4.) Fiscal Year 2021 Salary Increases

For FY2021, beginning no later than the third full week of January, the City and the Union will commence collective bargaining over the budgetary allotment for salary increases for the Members of the bargaining unit. The objective of these discussions shall be for the parties to reach a consensus on a recommendation to be made to the City Council by the end of the month of April so that this recommendation can be included in the annual budget preparations made by City staff. In the event that a consensus cannot be reached between the parties, the Local shall be permitted to make their presentation directly to the City Council no later than the month of May.

5.) Fiscal Year 2022 Salary Increases

For FY2022, beginning no later than the third full week of January, the City and the Union will commence collective bargaining over the budgetary allotment for salary increases for the Members of the bargaining unit. The objective of these discussions shall be for the parties to reach a consensus on a recommendation to be made to the City

Council by the end of the month of April so that this recommendation can be included in the annual budget preparations made by City staff. In the event that a consensus cannot be reached between the parties, the Local shall be permitted to make their presentation directly to the City Council no later than the month of May.

6.) Fiscal Year 2023 Salary Increases

For FY2023, beginning no later than the third full week of January, the City and the Union will commence collective bargaining over the budgetary allotment for salary increases for the Members of the bargaining unit. The objective of these discussions shall be for the parties to reach a consensus on a recommendation to be made to the City Council by the end of the month of April so that this recommendation can be included in the annual budget preparations made by City staff. In the event that a consensus cannot be reached between the parties, the Local shall be permitted to make their presentation directly to the City Council no later than the month of May.

SECTION 3.02 City Recognized Holidays

Firefighters shall be compensated for holidays as provided in Section VII, Paragraph A of the Employee Handbook, which are included as Appendix XX of this Agreement. Employees will be able to use these days off in accordance with the policy governing how vacation days are utilized. The calendar year will be divided in half (January 1 – June 30) (July 1 – December 31), and each Member shall be required to use three (3) days off in the first half of the calendar year, and two (2) days off in the second half of the calendar year.

SECTION 3.03 Out-of-Rank Pay (Step-Up Pay)

1.) General Provisions

In the event that an Engineer, Lieutenant, or Captain position is vacated due to injury, illness, use of earned leave, or other approved reasons, the Member working as the Acting Engineer, Acting Lieutenant, or Acting Captain shall be paid an additional \$1.50 per hour for the time period they serve in this capacity, and shall be practiced in accordance with MFD SOP XX, included as Appendix XX of this Agreement.

SECTION 3.04 Benefits

The City shall provide health insurance, dental insurance, vision insurance, life insurance, long-term disability insurance, and all other welfare and pension benefits as set forth in the Employee Handbook to the Members covered by this Agreement, at the same rate for premiums as charged to the other City employees for Fiscal Year 2019. The City agrees that the rate charged to the Members covered by this Agreement will only be increased in Fiscal Years 2020, 2021, and 2022 if the rates are increased for all City employees.

SECTION 3.05 Pension and Retirement

The Union recognizes LAGERS at the primary retirement plan and the City shall provide benefits as follows:

- 1.) Moberly Fire Department personnel acknowledge the LAGERS LT8-65 plan as their primary pension/retirement plan.
- 2.) Firefighters will become eligible for full medical insurance once he/she has reached thirty (30) years of service with the City of Moberly for employees whose date of hire is prior to July 1, 2017.
- 3.) The City shall make available to its Members, the option of participating in a 457 plan with pre-tax deductions to be transferred to the appropriate accounts, in accordance with the state and federal law.
- 4.) The City shall make available regularly-scheduled pension education seminars for the purposed of responsible retirement planning.

SECTION 3.06 Sick Leave

1.) General Provisions

Sick leave usage shall be governed by MFD SOP XX and Section VII, Paragraph C of the Employee Handbook, which are included as Appendix XX of this Agreement.

2.) Accrual

Members shall accrue sick time at the rate of 5.54 hours per pay period.

SECTION 3.07 Kelly Days

The FLSA requires employers to remunerate fire department personnel at a rate of one and one-half times their base hourly rate of pay for any hours scheduled in excess of 212 in a 28-day pay cycle. It is permissible for employers, in lieu of overtime, to allow employees to take time off during the pay cycles in which they are scheduled for more than 212 hours. These days off are commonly called Kelly Days, and this is the system selected by the MFD. During pay cycles where Members are scheduled for 240 hours, they shall be allowed to select one (1) 24-hour shift off as their Kelly Day. Kelly Days shall be selected using the same procedure as governs the selection of vacation days.

SECTION 3.08 Vacation Time

1.) General Provisions

Members may use vacation time in accordance with by MFD SOP XX and Section VII, Paragraph B of the Employee Handbook, which are included as Appendix XX of this Agreement.

SECTION 3.09. Injured or Disabled While On or Off Duty

1.) General Provisions for Duty Related Injuries or Illnesses

The Union agrees that any Member who is injured and disabled while on duty shall be remunerated by the City's contracted insurance provider, in accordance with Chapter -VII, Paragraph, included as Appendix X of this Agreement, but for the modifications set forth in Section 3.09.2 of this Agreement.

2.) Modifications to City's On-Duty Injury, Illness, and Disability Policy:

1. During a Member's recovery the City may, at its discretion, require the Member to perform light duty assignments, provided that said light-duty assignments only occur on the Member's regularly scheduled duty day, are in accordance with the restrictions set forth by the Member's treating physician, and the requirement that light duty be performed not result in any loss of compensation or earned leave for the ill or injured Member;

2. For absences for which Workers' Compensation benefits are received, the Employees may choose between receiving only his Workers' Compensation benefits (in which case no sick leave will be deducted), or receiving his regular salary, reimbursing the City with the Workers' Compensation benefit check received, with the difference between his regular salary and the Workers' Compensation benefit check deducted from sick leave. All other benefits, such as sick leave, vacation leave, scheduled salary increases, and clothing allowance, shall continue to accrue during this leave. Health and life insurance premiums will continue to be paid by the City.

3. Time off work spent recovering from a duty related injury or illness during the first 90 days of convalescence will not count against the Member's annual FMLA leave bank;

4. Time off work spent recovering from a duty related injury or illness will be considered time worked for the purpose of earned leave accrual and service credits in the pension plan;

5. Any injury incurred by a Member from the time he reports for duty until the time he is relieved from duty shall be considered to be a duty-related injury, and by its nature shall be reportable as a claim to the City's workers compensation carrier;

6. Any disease or illness of the lungs or respiratory tract, hypertension, hypotension, blood, bone marrow, body organs, cardiovascular-renal disease, cancers known to be associated with exposure to heat, smoke, gases, inadequate oxygen, hazardous materials including hazardous chemicals, compounds, and solvents, radiation, or a known carcinogen by the International Agency for Research on Cancer, NIOSH, Center for Disease Control, or the American Cancer Society,

and by its nature shall be reportable as a claim to the City's workers compensation carrier;

7. Post-traumatic stress disorder, more narrowly defined as a condition of persistent mental and emotional stress occurring as a result of injury or severe psychological shock which arises from actual or threatened death, serious injury, witnessing the event(s) as it occurred to others, learning that the traumatic event(s) occurred to a close friend violently or accidentally, or from experiencing repeated or extreme exposure to aversive details of the traumatic event(s) and by its nature shall be reportable as a claim to the City's workers compensation carrier;

8. The City will make every effort through long-term disability insurance and other forms of insurance to be determined by the City, to ensure that the Member receives his insured compensation while convalescing from his injury or illness;

9. The Union and the City shall meet on at least an annual basis for the expressed purpose of reviewing the general care that Members of the MFD are receiving from the workers compensation carrier and by the physician/physicians contracted with to oversee that care. Should the Union bring forth valid concerns about the insurance carrier or the physicians that have provided care for the Members of the Union, and should the City elect to not act on those concerns, the Union shall retain the right to file a grievance regarding the City's decision in accordance with Section 2.05 of this Agreement.

3.) Extensions

Any Member who is injured or disabled off duty and is unable to return to work after the expiration of their FMLA leave shall be permitted to exhaust their remaining accrued leave, or may request Leave Without Pay pursuant to Chapter XX, Paragraph XX of the Employee Handbook.

ARTICLE 4 – CONDITIONS OF THE AGREEMENT

SECTION 4.01 Savings Provision

If any provision of this Agreement, or application of such provision, should be rendered or declared invalid, by any court or by reasons of any existing or subsequently enacted legislation, the remaining parts or portions of this Agreement shall remain in full force and effect, and the provisions of this Agreement shall be amended to render the provision in question in compliance with the applicable law, as close to the original intent of the parties as possible.

SECTION 4.02 Complete Agreement and Reopening Provision

This Agreement constitutes the entire agreement between the parties and no other agreements or representations other than those contained in this Agreement have been made by the parties. This Agreement shall be amended only in writing and effective when signed by both parties.

The parties shall not be obligated to bargain collectively with respect to any subject matter referred to or covered in this Agreement during the term of the Agreement, but the parties may do so if each so desire.

SECTION 4.03 Successor Entities

The Moberly Fire Department recognizes that should the Shop disaffiliate with the IAFF and/or Local 2671, that the terms and conditions contained within this Agreement will not automatically be transferred to whatever authorized bargaining agent, if any, assumes the representation of the Members of the Shop. If the transferring entity is established as the exclusive bargaining agent of the Shop as recognized by law, the City reserves the right to honor none, part, or all of this Agreement at its discretion.

If the City intends to explore merger, consolidation, or outsourcing of fire suppression, rescue, or fire department management services to another public agency, the City will provide immediate notice to the Union of the City's intent to do so, and the Union shall have the opportunity to be heard on the possible change. The Moberly City Council may affect such a change if it determines that such actions will best serve the public welfare. The City will further provide a minimum notice of six (6) months to the Union before the change goes into effect. If the successor agency is a public agency, the City will work in good faith with the successor in and effort to transfer Union jobs from the City to the successor under the terms and conditions of this Agreement, to the extent such transfer is feasible.

SECTION 4.04 Agreement Terms and Negotiating Extension

This Collective Bargaining Agreement shall be effective as of the day after this Collective Bargaining Agreement is executed by both parties and shall remain in full force and effect until June 30, 2021. The parties shall meet no earlier than 120 days and no later than 90 days prior to the expiration of the Agreement for the purpose of negotiating a successor Agreement. Should such an agreement not be reached sixty (60) days prior to the expiration of the Collective Bargaining Agreement, either party may request non-binding mediation that shall result in both parties participating in non-binding mediation through the Federal Mediation and Conciliation Service (FMCS) or a mutually agreeable mediator. This Collective Bargaining Agreement shall remain in full force and be effective during the period of discussions and shall remain in full force and effect until such time that a successor Agreement has been reached.

ARTICLE V

SECTION 5.01. Approval of the Agreement

Once the bargaining teams have reached a tentative agreement, said document shall be presented in its entirety to the voting Members of IAFF Local 2671 for approval or rejection. Should Local 2671 report to the City that the Local has voted to ratify the Agreement, it shall then be presented

to the Moberly City Council for consideration and ratification. Said tentative agreement shall be discussed in a public work session, and shall be published on the City's website prior to the said work session. During the work session, the City Council may elect to place the approval of the Agreement via Ordinance at a public meeting on the next City Council agenda, and the public shall be permitted to comment on the agreement. For purposes of this section, the term "public meeting" shall have the same meaning as R.S.Mo. §610.010.

SECTION 5.02. Reopening Provision

In the event that economic circumstances in the City of Moberly require a layoff of personnel in the Moberly Fire Department as contemplated in Section 2.03 of this Agreement, the parties may mutually consent to reopen this Agreement for the purpose of avoiding the layoff of Moberly Fire Department personnel.

SIGNIFICANT PROVISIONS OF THE CONTRACT

- **SECTION 1.04 Payroll Deduction of Union Dues & Other Deductions**
The City shall allow the deduction of dues from the pay of those employees who individually make such arrangements through the City's payroll system.
- **SECTION 1.06 Joint Labor Management Committee**
Fire Chief and Union President to meet four times per year to discuss matters of mutual concern.
- **SECTION 1.09 Management Rights**
City retains general rights to manage operations with discipline for appropriate cause.
- **SECTION 2.04 Seniority Assignment, Personnel Transfers**
Generally, employee rights determined by seniority.
- **SECTION 2.05 and 2.12 Grievance Procedure and Discipline**
 - Generally, follow Grievance Mechanism in Personnel Policy Manual.
 - Type I Grievance: filed by Union to interpret contract subject to arbitration.
 - Type II Grievance: Individual grievance finally resolved in grievance process.
 - Employee Review Board.
 - One member selected by City Manager.
 - One member selected by Mayor from Council members.
 - One member selected by Grievant City employee from outside bargaining unit with 5 years of tenure at lease
- **SECTION 2.19 Minimum Staffing**
Generally, eight members per shift, which may occasionally fall to seven or six.
- **SECTION 3.01 Wages and Compensation**
2% for 2020 and determined annually thereafter through discussions with Union
- **SECTION 3.02-3.07 Holidays, Sick Leave, Benefits Vacation and Kelly Day**
Follows Personnel Policy Manual in general, with paid Kelly Day off for each 24-hour shift for any month in which Member works worked in excess of 212 hours.
- **SECTION 3.09. Injured or Disabled While On or Off Duty**
Liability for on-the-job injuries limited to Workers' Compensation Insurance, with election to permit full compensation minus Worker's Compensation benefit, drawn exclusively from accrued Sick Leave.
- **SECTION 4.04 Agreement Terms and Negotiating Extension**
Three years, with a reopener allowed in the event economic conditions require layoffs in the fire department.