

A G E N D A
WORK SESSION MEETING
City of Moberly
December 04, 2023
6:00 PM

Requests, Ordinances, and Miscellaneous

1. A Resolution Authorizing An Agreement With Terracon To Complete A Limited Site Investigation At The Moberly Industrial Park.
2. Consideration Of Two (2) Appointments To The Board Of Adjustment.
3. Receipt Of Bid For Plow And Spreader.
4. Receipt Of Bids For Airport Farming 2024.
5. Downtown Parking Study.
6. Proposal For Moberly Wayfinding Implementation.
7. Grant Administration Of EDA Grant For Moberly Industrial Park.

City of Moberly City Council Agenda Summary

Agenda Number: _____ WS #1.

Department: Administration

Date: December 4, 2023

Agenda Item: A Resolution Authorizing An Agreement With Terracon To Complete A Limited Site Investigation At The Moberly Industrial Park.

Summary: Previously the council authorized a Phase I site study of the Moberly Industrial Park as part of the process for satisfying the Certified Site program with the Missouri Department of Economic Development. As a result of that study recommendations were made to resolve the possibility that conditions may exist that prevent the certification. Terracon has submitted a proposal to complete a limited Site Investigation to answer these questions.

Recommended Action: To authorize approval of this Resolution during the December 18, 2023, City Council meeting.

Fund Name: N/A

Account Number: N/A

Available Budget \$: N/A

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



15620 West 113th Street
 Lenexa, KS 66219
 P (913) 492-7777
 F (913) 492-7443
 Terracon.com

WS #1.

November 17, 2023

City of Moberly, MO
 101 West Reed
 Moberly, MO 65270

Attn: Mr. Randall Thompson
 (660) 269-8705 Ext. 2230
cityattorney@cityofmoberly.com

Re: Proposal for a Limited Site Investigation
 Moberly Industrial Park
 Robertson Road
 Moberly, Randolph County, Missouri
 Terracon Proposal No. P02237372

Dear Mr. Thompson:

Terracon Consultants, Inc. (Terracon) appreciates the opportunity to submit this proposal to the City of Moberly to conduct a Limited Site Investigation (LSI) at the above-referenced site. The purpose of this LSI is to assess recognized environmental conditions (RECs) and significant data gap (SDG) identified in Terracon's Phase I Environmental Site Assessment (ESA – Report No. 02237216) dated October 24, 2023, completed for the City of Moberly.

Scope of Services (see Section 2.0 of attached Proposal Detail)	LSI to include advancement of 4 soil borings. Refer to the attached Exhibit 1 for proposed sampling locations.
Schedule (see Section 3.0 of attached Proposal Detail)	Report will be submitted within fifteen business days following receipt of laboratory analytical data.
Compensation (see Section 3.0 of attached Proposal Detail)	Lump sum fee of \$15,200.

If this proposal meets with your approval, please sign the attached Supplement to Agreement for Services dated November 17, 2023 between Terracon and the City of Moberly, and return to our office via e-mail to Melissa Dowling at melissa.dowling@terracon.com for initiation of services. Initiation of services constitutes agreement and acceptance of the attached Supplement to Agreement for Services unless otherwise agreed to in writing. Refer to the attached proposal detail for assumptions and limitations. This proposal is valid for 30 days.

We appreciate the opportunity to provide our services and look forward to working with you on this and future projects. In addition to investigation services, our professionals provide geotechnical, environmental, construction materials, and facilities services on a wide variety of projects locally, regionally, and nationally. For more detailed information on all of Terracon's services, please visit our website at www.terracon.com/offices/kansas_city.

If there are any questions regarding this proposal or you would like to discuss the proposed scope of services, please do not hesitate to contact us.

Sincerely,
Terracon

Melissa Dowling

Melissa A. Dowling
Site Investigation Group
Manager | Environmental

Clark Grisell

For: Aaron L. Steigerwalt. P.E.
Senior Environmental Engineer

- Attachments:
- Proposal Detail
 - Exhibit 1 – Site Diagram with Proposed Sampling Locations
 - Table 1 – Sampling and Analytical Program
 - Supplement to Agreement for Services

1.0 PROJECT INFORMATION

The site is located at Robertson Road, in Moberly, Randolph County, Missouri, and is approximately 149 acres. The site’s parcels include:

- 07-6.0-23.0-0.0-000-015.000
- 07-7.0-26.0-0.0-000-002.000
- 07-7.0-26.0-0.0-000-010.000
- 07-7.0-26.0-0.0-000-011.000
- 07-7.0-25.0-3.0-000-008.002
- 07-7.0-25.0-3.0-000-008.000
- 07-7.0-25.0-0.0-000-004.000

The site consists of agricultural and undeveloped land and includes a creek near the southeast corner and three ponds near the west and north portions of the site.

2.0 SCOPE OF SERVICES

At your request, the proposed scope of services is in response to the results of Terracon’s Phase I Environmental Site Assessment (ESA – Report No. 02237216) dated October 24, 2023, which identified the following recognized environmental conditions (RECs) and significant data gap (SDG).

On-Site RECs	Description
Former scrap metal yard	A portion of the site was used as a scrap metal yard from approximately 2005 to 2010.
Railroad tracks	A railroad track has been present on the southern portion of the site since at least 1978.
Former asphalt plant with ASTs and USTs	Koch asphalt plant was located on the site with aboveground storage tanks (ASTs) and underground storage tanks (USTs), and the use of chlorinated solvents from at least the 1960s to 1990s.
Above-ground biodiesel pipeline	A pipeline carrying biodiesel products from the west-adjacent manufacturing facility has been present since at least 2010.
On-Site SDG	Description
Abandoned truck scale	An apparent truck scale on the southwest corner of the site appeared abandoned and it is not known if the scale was hydraulic or pneumatic.
Off-Site REC	Description
Adjacent biodiesel manufacturing facility	The west-adjointing property has operated as a biodiesel manufacturing facility from at least 2010 to present day.

2.1 Objectives

The objective of the proposed limited site investigation (LSI) is to assess the presence of chemicals commonly associated with the identified on and off-site RECs and on-site SDG at concentrations above laboratory reporting limits in the on-site soil and groundwater, if encountered.

2.2 Sampling and Laboratory Analytical Program

A total of four soil borings will be advanced on the site. Refer to the attached Exhibit 1 for the proposed soil boring locations. The proposed sampling locations may be modified in the field to account for utility clearance, access limitations, and/or site conditions. The City of Moberly will be notified of any significant modifications to the sampling locations.

The sampling and analytical program, including the number and types of samples and laboratory analyses, is detailed in the attached Table 1. Investigation and sample collection procedures will be conducted in accordance with local industry standard practices. Non-expendable sampling equipment will be cleaned between sample collection intervals using a detergent/potable water solution wash and potable water rinse. Soil cuttings will be returned to the borings from where they originated and/or spread on site. Investigative-derived waste is not expected for characterization and/or disposal. Temporary investigation borings will be plugged and abandoned in accordance with applicable state requirements.

2.3 Preparation of LSI Report

Following site activities and receipt of the laboratory analytical results, a report will be prepared that will include the following:

- Documentation of field activities
- Site plan showing pertinent site features
- Soil boring logs
- Analytical laboratory results
- Data evaluation and presentation of findings
- Recommendations concerning further action, if necessary

The final written report will reflect results, findings, and recommendations, and, as such, will take precedence over any verbal reports that Terracon personnel may have provided. The analysis, comments and recommendations presented in the final written report will be based on the information collected as discussed in this proposal.

3.0 SCHEDULE AND FEE

The LSI report will be submitted to the City of Moberly within 15 business days following receipt of laboratory analytical data. The actual project schedule will be based on the availability of environmental drillers and other subcontractors. If schedule delays are anticipated based on subcontractor availability, weather, and/or encountered site conditions, the City of Moberly will be contacted to discuss changes in the schedule. Standard analytical laboratory turnaround is seven business days. If you would like expedited laboratory turnaround, contact us for the options and associated fees.

The Scope of Services outlined in this proposal will be conducted for a lump sum fee of \$15,200. If, as a result of these services, additional services are required that are outside the scope of this proposal, you will be contacted to discuss associated costs. Authorization will be obtained from the City of Moberly prior to commencement of additional services outside the scope of this proposal.

4.0 CONDITIONS

If soil, groundwater, or other environmental releases are discovered during the LSI, the owner, operator, or similar responsible party may have release reporting obligations under applicable state law or regulations. The scope of services and estimated fee were based on the assumptions and limitations noted below.

Assumptions

- City of Moberly will provide to Terracon, prior to mobilization, legal right of entry to the site (and other areas if required) to conduct the scope of services.
- City of Moberly will notify Terracon, prior to mobilization, of any restrictions, special site access requirements, or known potentially hazardous conditions at the site (e.g., hazardous materials or processes, specialized protective equipment requirements, unsound structural conditions).
- Field services will be performed in USEPA Level D attire. City of Moberly will be responsible for additional costs should an upgrade to personal protective equipment be required due to conditions encountered at site.
- Public utilities will be located using applicable state, regional, and/or local utility locate services or one-call centers. Location of utilities on private land that are not located by these public services will be the responsibility of the City of Moberly and/or property owner/operator. Terracon has included costs for a private locate subcontractor.
- Services can be performed during normal business hours (Monday-Friday, 7:00 am to 7:00 pm).
- Traffic control services are not required.
- The site is readily accessible by truck.

If any of these assumptions or conditions are not accurate or change during the project, the stated fee is subject to change.

Site Access and Safety

City of Moberly shall secure all necessary site related approvals, permits, licenses, and consents necessary to commence and complete the Services and will execute any necessary site access agreement. Terracon will be responsible for supervision and site safety measures for its own employees but shall not be responsible for the supervision or health and safety precautions for any third parties, including City of Moberly contractors, subcontractors, or other parties present at the site. In addition, Terracon retains the right to stop work without penalty at any time Terracon believes it is in the best interests of Terracon's employees or subcontractors to do so in order to reduce the risk of exposure to the coronavirus. City of Moberly agrees it will respond quickly to all requests for information made by Terracon related to Terracon's pre-task planning and risk assessment processes. City of Moberly acknowledges its responsibility for notifying Terracon of any circumstances that present a risk of exposure to the coronavirus or individuals who have tested positive for COVID-19 or are self-quarantining due to exhibiting symptoms associated with the coronavirus.

Limitations

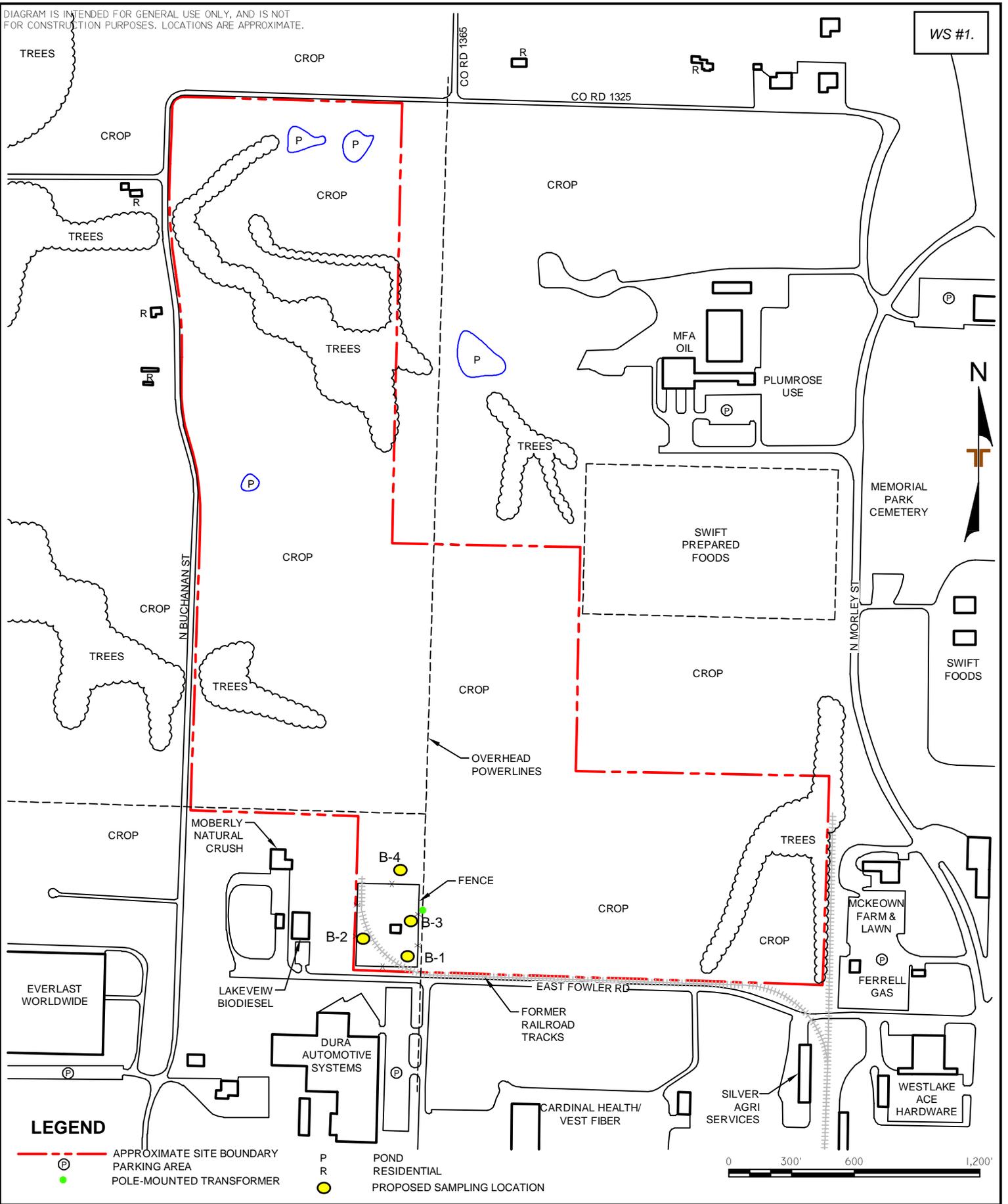
Terracon's services will be performed in a manner consistent with generally accepted practices of the profession undertaken in similar studies in the same geographic area during the same period. Terracon makes no warranties, express or implied, regarding its services, findings, conclusions or recommendations. Please note that Terracon does not warrant the services of laboratories, regulatory agencies or other third parties supplying information used in the preparation of the report. These LSI services will be performed in accordance with the scope of services agreed with the City of Moberly as set forth in this proposal and are not intended to be in strict conformance with ASTM E1903-19.

Certain indicators of subsurface impacts may be inaccessible, nondetectable, or not present during these services, and we cannot represent that the site contains no hazardous substances, petroleum products, or other latent conditions beyond those identified during this LSI. Subsurface conditions are subject to spatial and temporal variability. Our findings, conclusions, and recommendations will be based solely upon data obtained at the time and within the scope of these services.

Reliance

The LSI report will be prepared for the exclusive use and reliance of the City of Moberly. Reliance by any other party is prohibited without the written authorization of the City of Moberly and Terracon. Reliance on the LSI by the City of Moberly and all authorized parties will be subject to the terms, conditions, and limitations stated in the Supplement to Agreement for Services, sections of this proposal incorporated therein, the Reliance Agreement, and the LSI report. The defined contractual limitation of liability is the aggregate limit of Terracon's liability to the City of Moberly and all relying parties. Reliance is subject to an additional fee per Relying Party. Terracon will contact the City of Moberly to discuss the fee.

DIAGRAM IS INTENDED FOR GENERAL USE ONLY, AND IS NOT FOR CONSTRUCTION PURPOSES. LOCATIONS ARE APPROXIMATE.



Project Mng:	MAD
Approved By:	MAD
Checked By:	MAD
Drawn By:	DBM
Project No:	P02237372
Scale:	1" = 120'
Date:	11/15/2023
File No:	02237216E2.DWG

Terracon
 Consulting Engineers and Scientists
 15620 W 113TH STREET LEXENA, KS 66219
 PH. (913) 492-7777 FAX. (913) 492-7443

SITE DIAGRAM WITH PROPOSED SAMPLING LOCATIONS
MOBERLY INDUSTRIAL PARK CERTIFIED SITE
 ROBERTSON ROAD
 MOBERLY, RANDOLPH COUNTY, MISSOURI

EXHIBIT
1



Table 1 - Sampling and Analytical Program
 Moberly Industrial Park
 Robertson Road, Moberly, Missouri
 Proposal No. P02237372

Type and Designation ¹	Purpose REC/SDG	Advancement Method	Estimated Depth (feet) ²	No. of Soil Analytical Samples ³	No of Groundwater Samples ⁴	Groundwater Sampling Method	Soil Analytical ⁵	Groundwater Analytical ⁵	QC Samples ⁶
B-1	On-Site Railroad track and former asphalt plant with ASTs and USTs (RECs)	Direct Push	25	1	1	TSP	VOCs, TPH-GRO, TPH-DRO/ORO, PAHs and RCRA 8 Metals	VOCs, TPH-GRO, TPH-DRO/ORO, PAHs and RCRA 8 Metals	See Notes
B-2	On-Site Railroad track and biodiesel pipeline and west adjacent biodiesel manufacturing facility (RECs)	Direct Push	25	1	1	TSP	VOCs, TPH-GRO, TPH-DRO/ORO, PAHs and RCRA 8 Metals	VOCs, TPH-GRO, TPH-DRO/ORO, PAHs and RCRA 8 Metals	
B-3	Abandoned truck scale (SDG) and former asphalt plant with ASTs and USTs (REC)	Direct Push	25	1	1	TSP	VOCs, TPH-GRO, TPH-DRO/ORO, PAHs and RCRA 8 Metals	VOCs, TPH-GRO, TPH-DRO/ORO, PAHs and RCRA 8 Metals	
B-4	Downgradient of all RECs and SDG	Direct Push	25	1	1	TSP	VOCs, TPH-GRO, TPH-DRO/ORO, PAHs and RCRA 8 Metals	VOCs, TPH-GRO, TPH-DRO/ORO, PAHs and RCRA 8 Metals	

Notes:

¹Type and Designation: B = Soil Boring

²Proposed maximum depth based on current knowledge of subsurface conditions and depth to groundwater in area. Depths may be modified based on the actual depth to groundwater or refusal on bedrock.

³If boring advancement beyond above depths is necessary, client will be notified to discuss options and associated costs.

⁴Number of unsaturated zone soil samples to be submitted for analytical testing. Samples will be assigned based on photoionization detector (PID) readings and/or professional judgement considering the type of chemical, nature and depth of source.

⁵If a groundwater sample cannot be obtained due to lack of groundwater recovery, a soil sample from the soil/bedrock interface will be submitted as a representative smear-zone sample.

⁶United States Environmental Protection Agency (EPA) Analytical Methods:

VOCs = Volatile Organic Compounds by 8260

TPH-GRO = Total Petroleum Hydrocarbons-Gasoline-Range Organics by 8260

TPH-DRO/ORO = Total Petroleum Hydrocarbons-Diesel-Range Organics/Oil-Range Organics by 8270

PAHs = Polycyclic Aromatic Hydrocarbons by 8270SIM

Resource Conservation and Recovery Act (RCRA) 8 Metals by 6010/7471/7470 (arsenic, barium, cadmium, chromium, lead, mercury, selenium, silver)

UST = Underground Storage Tank; AST = Aboveground Storage Tank

REC = Recognized Environmental Condition; SDG = Significant Data Gap

⁶QC samples are not proposed (e.g., duplicates, trip blanks)

SUPPLEMENT TO AGREEMENT FOR SERVICES

CHANGE TO SCOPE OF SERVICES AND FEES

This SUPPLEMENT to AGREEMENT FOR SERVICES to the original Agreement for Services (original Agreement dated 09/18/2023) is between City of Moberly MO ("Client") and Terracon Consultants, Inc. ("Consultant") for additional or changed Services to be provided by Consultant for Client on the Project, as described in the Agreement for Services. This Supplement is incorporated into and part of the Agreement for Services.

1. Scope of Services. The scope of the additional or changed Services are described in the Scope of Services section of the Consultant's Supplemental Proposal, unless Services are otherwise described below or in Exhibit B to this Supplement (which section or exhibit are incorporated into the Supplement).

Please refer to the Limited Site Investigation proposal dated November 17, 2023.

2. Compensation. Client shall pay compensation for the additional or changed Services performed at the fees stated in the Supplemental Proposal unless fees are otherwise stated below or in Exhibit C to this Supplement (which section or exhibit are incorporated into the Supplement).

Please refer to the Limited Site Investigation proposal dated November 17, 2023.

All terms and conditions of the Agreement for Services shall continue in full force and effect. This Supplement is accepted and Consultant is authorized to proceed.

Consultant: Terracon Consultants, Inc.
 By: Clark Grisell Date: 11/17/2023
 Name/Title: Clark L. Grisell / Environmental Department Manager
 Address: 15620 W 113th St
Lenexa, KS 66219-5102
 Phone: (913) 492-7777 Fax: (913) 492-7443
 Email: Clark.Grisell@terracon.com

Client: City of Moberly MO
 By: _____ Date: _____
 Name/Title: Randall Thompsom / Inter City Manager/City Attorney
 Address: 101 West Reed
Moberly, MO 65270
 Phone: _____ Fax: _____
 Email: cityattorney@cityofmoberly.com

City of Moberly City Council Agenda Summary

Agenda Number: _____

WS #2.

Department: Comm. Dev.

Date: December 4, 2023

Agenda Item: Consideration Of Two (2) Appointments To The Board Of Adjustment.

Summary: The Board of Adjustment has two openings. Richard Drown’s term expires in December, and after 33 years of service on the Board of Adjustment Craig Samp has submitted his resignation. We advertised for applicants and received two applications (attached). Richard Drown has indicated he would like to continue to serve on the board, and Shane Thomas has indicated he would like to serve.

Recommended Action: Direct staff to bring forward to the December 18, 2023 regular 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"/> Staff Report			
<input type="checkbox"/> Correspondence			
<input type="checkbox"/> Bid Tabulation			
<input type="checkbox"/> P/C Recommendation			
<input type="checkbox"/> P/C Minutes			
<input checked="" type="checkbox"/> Application			
<input type="checkbox"/> Citizen			
<input type="checkbox"/> Consultant Report			
<input type="checkbox"/> Council Minutes			
<input type="checkbox"/> Proposed Ordinance			
<input type="checkbox"/> Proposed Resolution			
<input type="checkbox"/> Attorney's Report			
<input type="checkbox"/> Petition			
<input type="checkbox"/> Contract			
<input type="checkbox"/> Budget Amendment			
<input type="checkbox"/> Legal Notice			
<input type="checkbox"/> Other _____			
	Mayor		
	M___ S___ Brubaker	___	___
	Council Member		
	M___ S___ Lucas	___	___
	M___ S___ Kimmons	___	___
	M___ S___ Jeffrey	___	___
	M___ S___ Kyser	___	___
		Passed	Failed

Carla Beal

From: Craig Samp <sampcraig@yahoo.com>
Sent: Tuesday, November 28, 2023 4:27 PM
To: mcm@mcmsys.net; Melissa Anderson anderson3ms@yahoo.com; rdrown72755@icloud.com; thall@orscheln.com; Carla Beal
Subject: Re: Nominations

i am retiring after being on the board for 33 years

On Tuesday, November 28, 2023 at 01:37:51 PM CST, Carla Beal <cbeal@cityofmoberly.com> wrote:

Please find attached a nomination form for the two positions up for election. If you would like to make nominations, please submit your nominations to me before the meeting. If you do not wish to make nominations, please respond with an N/A. Thank you.

Carla Beal

Administrative Assistant

City of Moberly

101 W Reed St.

Moberly, MO 65270

Ph: (660) 269-7638

Fax: (660) 269-8171

cbeal@cityofmoberly.com

City of



Board/Commission Application Form

Individuals serving on boards or commissions play an important role in advising the City Council on matters of interest to our community and its future. For the most part, Board and Commission members must be residents of City of Moberly. When a vacancy occurs, an announcement of that vacancy will be posted. The City Council will review all applications. The appointment will be made at a formal City Council meeting. Appointees serve as unpaid volunteers.

This application is a public document and as such it or the information it contains may be reproduced and distributed. This application will remain active for two years and you will automatically be considered for any vacancy occurring during that time.

Name of Board or Commission: Adjustment Date: 28 NOV 2023

Your Name: Richard Brown Street Address: 1409 MYRA

Phone number(s): (evening) 573-810-4474 (day)

Email: rdrown72755@icloud.com

Do you live within the corporate limits of City of Moberly? Yes/No

How long have you been a resident of City of Moberly? Except for 5 years in the 90's thru wife

Occupation: Retired Employer:

Optional Questions (use back of application if necessary)

What experience and/or skills do you have that might especially qualify you to serve on this board or commission?

I have been on the board for a few years and I also have some rental property which have helped me to understand how the city and business work.

What particular contributions do you feel you can make to this board or commission?

I feel that with my experience from being a property owner and on the board I can view a issue from both sides

I will attend meetings in accordance with the adopted policies of City of Moberly, Missouri. If at any time my business or professional interests conflict with the interests of the Commission, I will not participate in such deliberations. References may be secured from the following individuals:

- 1. Cathy Blandford Phone: 660-253-9065
2. Shirley Olney Phone:
3. Carla Beal Phone:

Richard Brown Signature of Applicant

*Additional Information may be attached to this form.

City of



Board/Commission Application Form

Individuals serving on boards or commissions play an important role in advising the City Council on matters of interest to our community and its future. For the most part, Board and Commission members must be residents of City of Moberly. When a vacancy occurs, an announcement of that vacancy will be posted. The City Council will review all applications. The appointment will be made at a formal City Council meeting. Appointees serve as unpaid volunteers.

This application is a public document and as such it or the information it contains may be reproduced and distributed. This application will remain active for two years and you will automatically be considered for any vacancy occurring during that time.

Name of Board or Commission: Board of Adjustment Date: 21 Nov 2023

Your Name: Shane Thomas Street Address: 1024 Private RD 2216 Huntsville

Phone number(s): (evening) 660 998 1923 (day) _____ Mo 65259

Email: SCT.homeinspection@gmail.com

Do you live within the corporate limits of City of Moberly? Yes No

How long have you been a resident of City of Moberly? 8 years Return from Germany

Occupation: Retired 26yrs Military Employer: Self

Optional Questions (use back of application if necessary)

What experience and/or skills do you have that might especially qualify you to serve on this board or commission?

I served as a high executive officer in military to 18 General Officers in NATO, and was the Director of Human Resources Division. Ran budgets over 10 million Dollars. I was a problem solver for the military.

What particular contributions do you feel you can make to this board or commission?

I can bring to the board a non-partisan insight as a business owner in construction and problem solving. I want Moberly to grow and be a desirable city to live.

I will attend meetings in accordance with the adopted policies of City of Moberly, Missouri. If at any time my business or professional interests conflict with the interests of the Commission, I will not participate in such deliberations. References may be secured from the following individuals:

1. Troy Deskins Phone: 660-651-8322
2. Scott Walls Phone: 660-651-4679
3. Ron Kitchen Phone: 660-670-1750
4. Allen Sherrock Phone: 573-450-5554

Shane Thomas
Signature of Applicant

*Additional Information may be attached to this form.

Return to: City of Moberly, 101 West Reed Street, Moberly, MO 65270

City of Moberly City Council Agenda Summary

Agenda Number: _____ WS #3.

Department: Public Works

Date: December 4, 2023

Agenda Item: Receipt Of Bid For Plow And Spreader.

Summary: This is a Sourcewell Contract Bid. Attached is the bid.

Recommended Action: Direct staff to bring forward to December 18, 2023, regular City Council meeting for final approval.

Fund Name: Street CIP

Account Number: 601.000.5502

Available Budget \$: 252,675.97

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___ Brubaker	___	___
<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___ Lucas	___	___
<input type="checkbox"/> P/C Minutes	<input type="checkbox"/> Contract	M___ S___ Kimmons	___	___
<input type="checkbox"/> Application	<input type="checkbox"/> Budget Amendment	M___ S___ Jeffrey	___	___
<input type="checkbox"/> Citizen	<input type="checkbox"/> Legal Notice	M___ S___ Kyser	___	___
<input type="checkbox"/> Consultant Report	<input type="checkbox"/> Other _____		Passed	Failed



Seller: Knapheide Truck Equipment Co.
 6603 BUSINESS 50 WEST
 JEFFERSON CITY, MO 65109
 www.knapheide.com

QUOTE:
147971-2
Quote Expiration:
10/08/2023

Contact(s): Dan Ranabargar (Outside Sales)
 dranabargar@knapheide.com
 5736599965

Sourcewell Contract # 062222-DDY

Customer Information:

Customer: City Of Moberly Public Works
ID: 67061
Address:

Phone:
Contact: Tim G
Email: timg@cityofmoberly.com

Terms: Due Upon Receipt
Bid Spec:

Description: City of Moberly

Quote Information:

Customer Request Date:
Quote Completed Date:
of Units: 1

Delivery Information:

Total Price Includes F.O.B.: Your Plant

Shlp Via:

Vehicle Information:

Make: Ford
Chassis Type: Chassis Cab
Rear Axle Type: SRW
Fuel Type: Gas
GVWR: 10900

Model: F-350
Cab Type: Regular
Drivetrain: 4x4
Transmission Type: Auto

Year: 2023
Cab to Axle: 60
Engine Size: 7.3
Wheelbase: 145

Item	Description	Quantity	Unit Price	Total
PACKAGE	Western 8'-6" Snow Plow	1.00	8,405.00	8,405.00
PACKAGE	Western Marauder Stainless Steel Spreader 2.2 cu yard Electric driven	1.00	6,830.00	6,830.00
35462967	Western Marauder Spreader Stainless Steel 2.2 cu yd AUGER ELECTRIC	1.00		
35005294	CUP HOLDER CONTROL MOUNT	1.00		
35005295	SPRDR CNTRL ADPTR CUP HOLD MT	1.00		
35557689	Install Hopper Spreader / Sprayer	1.00		
Total does not include any applicable taxes or transportation charges unless specifically noted herein:			Subtotal:	\$15,235.00
			Total:	\$15,235.00

The following option(s) may be added:

Item	Description	Yes / No	Unit Price	Total
PACKAGE	Snow PLOW Deflector	Yes / No	250.00	250.00
PACKAGE	Western PULLOVER TARP KIT Protect de-icing material from the elements and lock out moisture to prevent material bridging with a pullover tarp. Fitted to the hoppers dimensions, the tarp features reinforced corners and potential wear points, cutouts to prevent interference with WESTERN Strobe and Worklight brackets, and a cutout for the new Rearview Material Monitoring Camera and mounting bracket. Comes standard with durable, rubber bungees for simple and secure install and removal.	Yes / No	615.01	615.01
PACKAGE	Western LED WORK LIGHT KIT (PRIMARY) A genuine WESTERN® LED Work Light system will grant you increased visibility at the rear of your spreader. Encased in anodized aluminum, and rated beyond -20° F, this LED Work Light system projects over 1000 lumens to help you monitor material distribution and illuminate potential hazards while backing up.	Yes / No	130.58	130.58



Carla Beal

From: Tim Grimsley
Sent: Monday, November 27, 2023 8:30 AM
To: Carla Beal
Subject: Fw: 2 Chassis Upfits

From: Dan Ranabargar <dranabargar@knapheide.com>
Sent: Monday, November 13, 2023 9:08 AM
To: Tim Grimsley <timg@cityofmoberly.com>
Subject: 2 Chassis Upfits

Good Morning Tim,
The quote for the plows etc. is still a good quote. Please sign off on it , mark what you want to add at the bottom and send to me. Along with the two VIN#'s of the chassis's. We will get the orders filled.
Thank You for your business.
Dan Ranabargar
573-230-5010

Dan Ranabargar | Outside Sales Representative

Knapheide Truck Equipment Co.

6603 Business 50 West // Jefferson City, MO // 65109

Main: // P: 573-469-0112 // M: 573-659-9965 // F: 573-893-5344 // jefferson-city.knapheide.com



City of Moberly City Council Agenda Summary

Agenda Number: _____

WS #4.

Department: Public Works

Date: December 4, 2023

Agenda Item: Receipt Of Bids For Airport Farming 2024.

Summary: We advertised in the Moberly Monitor Index newspaper on November 15, 2023, and bids were opened at 10:00 a.m., November 29, 2023. Three bids were received and are attached. This was advertised as a three (3) year lease. Franklin Farms LLC is proposing it be a five (5) year lease. Please see the Addendum that Franklin Farms submitted with their bid.

Recommended Action: Direct staff to bring forward to December 18, 2023, regular City 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___ Brubaker	___	___
<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___ Lucas	___	___
<input type="checkbox"/> P/C Minutes	<input type="checkbox"/> Contract	M___ S___ Kimmons	___	___
<input type="checkbox"/> Application	<input type="checkbox"/> Budget Amendment	M___ S___ Jeffrey	___	___
<input type="checkbox"/> Citizen	<input type="checkbox"/> Legal Notice	M___ S___ Kyser	___	___
<input type="checkbox"/> Consultant Report	<input type="checkbox"/> Other_____		Passed	Failed

Request for Proposal: Farm Lease Bid 2024

The **City of Moberly** is soliciting proposals from qualified farmers for a three (3) year lease to farm on approximately 155+/- acres, of property located on Business 63 North inside the Moberly City Limits.

Proposed Farm Lease Agreements as well as FSA aerals and tillable acreage measurements can be viewed at the offices of the City of Moberly, Community Development at 101 W. Reed St. in Moberly, MO from 8:00 am to 5:00 pm Monday through Friday. If you have any questions about the specifications, feel free to contact Tom Sanders at (660) 269-7644.

All bids marked "**Farm Lease Bid**" are to be received by **10:00 am on Wednesday, November 29, 2023** to the following address:

Shannon Hance
City Clerk's Office
101 W Reed St.
Moberly, MO 65270

CITY OF MOBERLY Farm Lease Bids 2024

"BID OPENING"

Date: 11/29/2023, 10AM

Phillip Sander

\$ 182.³⁰ p.a.p.y.

Eric Jacques

\$ 191.⁰⁰ p.a.p.y.

Franklin Farms, LLC

\$ 216.⁰⁰ p.a.p.y.

\$ _____

\$ _____

\$ _____

\$ _____

\$ _____

\$ _____

\$ _____

\$ _____

\$ _____

\$ _____

\$ _____

Airport Farming Bid Sheet

Bids Due By 10:00 AM on November 29, 2023

Bid: \$ 182.30 per acre/per yearName: Phillip SanderAddress: 10279 Hwy 2 CairoPhone #: 660 998 1060Signature: Phillip Sander

Airport Farming Bid Sheet

Bids Due By 10:00 AM on November 29, 2023

Bid: \$ 191.⁰⁰ per acre/per yearName: Eric SaecquesAddress: 4613 CR 1520 Cairo, Mo 65239Phone #: 660-651-3279Signature: 

Airport Farming Bid Sheet
Bids Due By 10:00 AM on November 29, 2023

Bid: \$ 216.00 per acre/per year based on 155 ac.
- two hundred sixteen dollars - ~~2.2~~

Name: FRANKLIN FARMS, LLC

Address: 1788 COUNTY RD 1765, JACKSONVILLE, MO 65260

Phone #: 660-833-1601 (C) / 314-837-1700 (C)

Signature: *John Lucick*

John H Luecke
Franklin Farms, LLC
November 21, 2023

AIRPORT FARMING

BID SHEET

Addendum

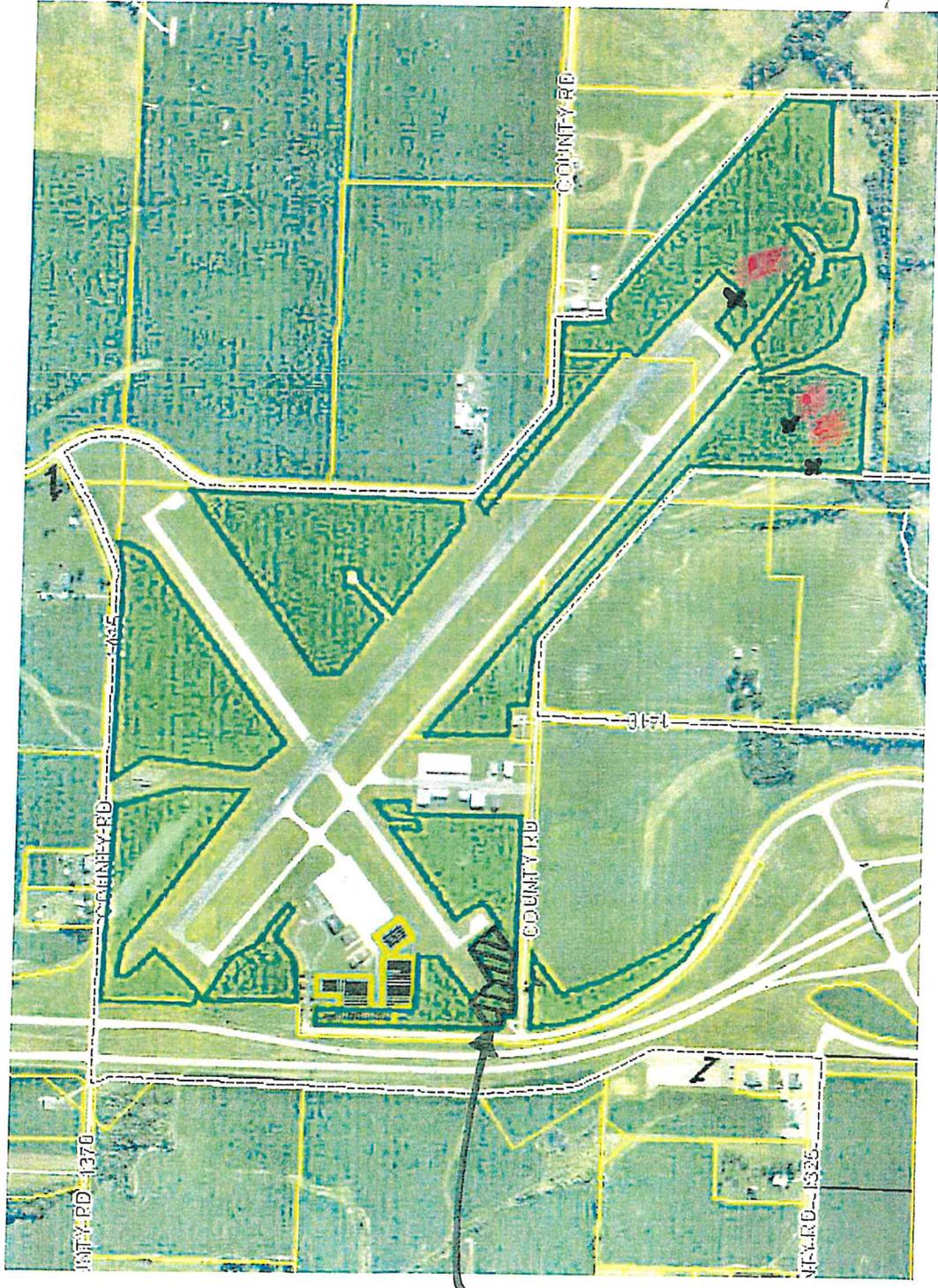
This proposal includes significant erosion repair to the (3) highlighted areas shown at SE end of runway on attached map.

Franklin Farms will repair the designated eroded areas to bring into FSA guideline compliance.

Areas to be repaired at **zero cost** to City of Moberly based on 5-yr lease agreement.



■ : erosion areas



2.5
ACRES

City of Moberly City Council Agenda Summary

Agenda Number: _____

WS #5.

Department: Comm. Dev.

Date: December 4, 2023

Agenda Item: Downtown Parking Study.

Summary: Attached is a scope/fee for a comprehensive downtown parking study. I would not only look at parking space sizing/layout, it would also take in timing, enforcement and current and projected need for off-street parking.

The diagram below identifies what I sent them as to our needs and what exists in the downtown and immediate surroundings.

This project is not budgeted in a specific line item, and if approved, likely would have to be funded by Transportation Trust Fund.

Recommended Action: Direct staff to bring forward to the regular December 18, 2023 City Council for final approval.

Fund Name: Transportation Trust

Account Number: 600.000.5406

Available Budget \$: 36,959.28

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___ Brubaker	___	___
<input type="checkbox"/> Correspondence	<input type="checkbox"/> Proposed Resolution	Council Member		
<input type="checkbox"/> Bid Tabulation	<input type="checkbox"/> Attorney's Report	M___ S___ Lucas	___	___
<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___ Jeffrey	___	___
<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

STANDARD AGREEMENT FOR CONSULTING SERVICES



McCLURE ENGINEERING COMPANY

Project Name: Moberly Downtown Parking Study

Project Number: 2023001187

Project Manager: Aaron McVicker

This Agreement, is made on the 26th day of October, 2023, by and between McClure Engineering Company, of Macon, Missouri, (herein referred to as "CONSULTANT") and City of Moberly, MO (hereinafter referred to as "OWNER"). The CONSULTANT will provide services per the terms and conditions outlined in this Agreement and in accordance with the scope and schedule presented in Exhibit 'C'. The services will be compensated for in accordance with the fees or hourly rates as presented in Exhibit 'B', for the Project described as:

Moberly Downtown Parking Study

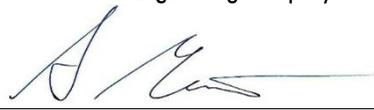
- The **OWNER** shall provide information per the **OWNER's** responsibilities presented in Exhibit 'E' in a timely manner so as not to delay the services provided by the **CONSULTANT**.
- Payment to the **CONSULTANT** shall be made within 30 days of invoice for work completed to date. The invoice will include the percentage of work complete, an estimate to complete and, a brief project status summary.
- Past due amounts owed shall accrue interest at 1.5% per month from the 30th day. If the **OWNER** fails to make monthly payments due the **CONSULTANT**, the **CONSULTANT** may, after giving (7) days written notice to the **OWNER**, suspend services under this agreement.
- THIS AGREEMENT IS SUBJECT TO ALL THE TERMS AND CONDITIONS ATTACHED TO THIS AGREEMENT.
- This Agreement represents the entire and integrated agreement between the **OWNER** and the **CONSULTANT** and supersedes all prior negotiations, representations or agreements, either written or oral. This Agreement may be amended only by written instrument signed by both the **OWNER** and the **CONSULTANT**.
- Neither party to this AGREEMENT will be liable to the other party for unavoidable delays in performing the Scope of Services, or for the direct or indirect cost resulting from such delays, that may result from acts of God, acts of governmental authorities, extraordinary weather conditions or other natural catastrophes, or any other cause beyond the reasonable control or contemplation of either party. Each party will take reasonable steps to mitigate the impact of any force majeure. The **CONSULTANT** will adjust the schedule and compensation under this agreement to the extent that **CONSULTANT's** schedule and compensation are equitably adjusted by the **OWNER**.
- Unavoidable Delays means delays in performance resulting from acts or occurrences outside the reasonable control of the party claiming the delay in performance, including but not limited to storms, floods, excessive rain, hail, wind, hurricanes, tornadoes, fires, explosions or other casualty losses, unusual weather conditions, global medical pandemics, including but not limited to that certain global medical pandemic which has come to be known as "Coronavirus" or "Covid-19", national medical pandemics in the United States of America, strikes, boycotts, lockouts or other labor disputes, delays in transportation or delivery of material or equipment, litigation commenced by third parties, or the acts, restrictions, or prohibitions of any federal, State or local governmental unit.
- The amount of the **CONSULTANT's** compensation is \$29,900.00. The contract type is Lump Sum.

Attached Exhibits		Included	Not Included
Exhibit 'A'	Standard Terms and Conditions	<input checked="" type="checkbox"/>	<input type="checkbox"/>
Exhibit 'B'	Hourly Rate Schedule	<input checked="" type="checkbox"/>	<input type="checkbox"/>
Exhibit 'C'	Detailed Scope of Work	<input checked="" type="checkbox"/>	<input type="checkbox"/>
Exhibit 'D'	Subconsultant(s) Contract	<input type="checkbox"/>	<input checked="" type="checkbox"/>
Exhibit 'E'	Owner's Responsibilities to Consultant	<input checked="" type="checkbox"/>	<input type="checkbox"/>
Exhibit 'F'	Duties and Responsibilities of RPR	<input type="checkbox"/>	<input checked="" type="checkbox"/>
Exhibit 'G'	Drawing Depicting the Project	<input type="checkbox"/>	<input checked="" type="checkbox"/>
Exhibit 'H'	Construction Item List Cost Estimate	<input type="checkbox"/>	<input checked="" type="checkbox"/>
Exhibit 'I'	Regulatory Requirements	<input type="checkbox"/>	<input checked="" type="checkbox"/>

OWNER: City of Moberly, MO

CONSULTANT: McClure Engineering Company

By: _____

Signed:  _____

Title: _____

Title: _____ Authorized Signatory



McCLURE ENGINEERING COMPANY
CONSULTANT STANDARD TERMS AND CONDITIONS
 (Effective 1/1/2023 through 12/31/2023)

- 1.0 ACCESS TO SITE:** The **Consultant** shall at all times have access to the Project site.
- 2.0 INFORMATION PROVIDED BY OTHERS:** The **Consultant** shall be entitled to rely upon the accuracy and completeness of data provided by the **Owner** and shall not assume liability for such data. The **Consultant** does not practice law, insurance or financing, therefore, the **Owner** shall furnish all legal, accounting and insurance counseling services as may be necessary to protect themselves at any time during the Project. **Owner** shall hold **Consultant** harmless from damages that may arise as a result of inaccuracies of information or data supplied by **Owner** or others to **Consultant**.
- 3.0 OWNERSHIP AND REUSE OF DOCUMENTS:** All documents are instruments of service, and **Consultant** shall retain an ownership and property interested therein (including the copyright and the right of reuse at the discretion of the **Consultant**) whether or not the Project is completed.
- 3.1 **Owner** may make and retain copies of documents for information and reference in connection with the use of the documents on the Project. **Consultant** grants **Owner** a limited license to use the documents on the Project, extensions of the Project, and for related uses of the **Owner**, subject to receipt by **Consultant** of full payment due and owing for all services relating to preparation of the documents, and subject to the following limitations: (1) **Owner** acknowledges that such documents are not intended or represented to be suitable for use on the Project unless completed by **Consultant**, or for use or reuse by **Owner** or others on extensions of the Project, on any other project, or for any other use or purpose, without written verification or adaptation by **Consultant**; (2) any such use or reuse, or any modification of the documents, without written verification, completion, or adaptation by **Consultant**, as appropriate for the specific purpose intended, will be at **Owner's** sole risk and without liability or legal exposure to **Consultant** or to its officers, directors, members, partners, agents, employees, and **Consultants**; (3) **Owner** shall indemnify and hold harmless **Consultant** and its officers, directors, members, partners, agents, employees, and **Consultants** from all claims, damages, losses, and expenses, including attorneys' fees, arising out of or resulting from any use, reuse, or modification of the documents without written verification, completion, or adaptation by **Consultant**; and (4) such limited license to **Owner** shall not create any rights in third parties.
- 3.2 If **Consultant** at **Owner's** request verifies the suitability of the documents, completes them, or adapts them for extensions of the Project or for any other purpose, then **Owner** shall compensate **Consultant** at an amount agreed upon by **Owner** and **Consultant**.
- 4.0 UNDERGROUND UTILITIES:** Due to the nature and uncertainty of the accuracy of data available for underground utilities, including drainage tile, and/or any information that may be supplied by the **Owner**, third parties, and/or research performed by the **Consultant** or its subcontractors, the **Owner** agrees to indemnify and hold harmless the **Consultant** for all claims, losses, costs and damages arising out of the location of underground utilities provided by the **Consultant** under this Agreement.
- 4.1 The **Owner** may choose to contract separately to have extensive investigations and research conducted if the **Owner** feels it necessary to have more accurate location of underground utilities confirmed.
- 5.0 SUBSURFACE CONDITIONS:** The **Consultant** may advise the **Owner** to conduct soil and/or subsurface testing and analysis to provide information to the **Owner**, **Consultant**, and contractor(s) as to the subsurface conditions that may generally be encountered during subsurface construction.
- 5.1 The **Consultant** cannot warrant or guarantee that the information provided is reflective of all subsurface conditions that may be encountered, or to the extent that subsurface conditions such as soil properties, groundwater, rock, etc., may vary from location to location throughout subsurface construction.
- 5.2 Any unexpected change or unforeseen subsurface conditions (including those that may be caused by weather conditions) will be addressed when encountered and may result in a change in construction price and/or schedule, and the **Consultant** shall be held harmless from issues arising out of these unseen subsurface conditions.
- 6.0 HAZARDOUS MATERIALS – INDEMNIFICATION:** The **Consultant** is not in the business of making environmental site assessments for purposes of determining the presence of any toxic, hazardous or other environmental damaging substances. The purpose of this provision is to be certain that the **Owner** is aware of the potential liability if toxic, hazardous or environmental damaging substances are found on or under the property. **Consultant** makes no representations regarding an environmental site assessment, relies upon **Owner** to have fully investigated the need and/or scope of such assessment and assumes no responsibility for the determination to make an environmental site assessment on the subject property.
- 7.0 OPINIONS OF PROBABLE COST:** **Consultant's** opinions (if any) of probable construction costs are to be made on the basis of **Consultant's** experience, qualifications, and general familiarity with the construction industry. However, because **Consultant** has no control over the cost of labor, materials, equipment, or services furnished by others, or over contractors' methods of determining prices, or over competitive bidding or market conditions, **Consultant** cannot and does not guarantee that proposals, bids, or actual construction costs will not vary from opinions of probable construction cost prepared by **Consultant**. If **Owner** requires greater assurance as to probable construction cost, then **Owner** agrees to obtain an independent, third-party cost estimate.
- 8.0 PROJECT FUNDING AND FINANCING:** It shall be the responsibility of the **Owner** to plan, organize, and secure funding to pay all costs associated with the project. The funding may include local financing and/or funding obtained through federal or state funding programs such as low interest loans, grants, etc. If the **Consultant** is retained to help apply and/or secure funding from internal or external funding agencies, the **Consultant** shall not be responsible for the acquisition of funding and makes no guarantee funding applications prepared by the **Consultant** will successfully secure funds.
- 8.1 If the **Owner** secures outside funding from any such programs, while the **Consultant** may be retained to help monitor and submit pay requests for loan or grant draws from the respective agencies, the **Consultant** shall not be responsible for the **Owner's** obligation to comply with any criteria required to use the funds, including responsibility for any funding match required by the **Owner**.
- 9.0 ADDITIONAL SERVICES:** It is not unusual for the **Owner** to request the **Consultant** to provide additional services or that additional work may be required to deal with a contractor during construction that was not foreseen at the time the original scope of work was agreed to when the **Consultant** contract was signed. The **Owner** recognizes the **Consultant** shall be entitled to additional compensation to coordinate such changes and schedules shall be adjusted accordingly. The **Consultant** may prepare drawings, specifications and other documents required to address the changes in the scope of work as necessary to satisfactorily complete the project.
- 10.0 BETTERMENT:** If the **Consultant** failed to include a component(s), or if during construction it is discovered a component(s) is required that was not in the **Consultant's** original plans or specifications, and that the component(s) is necessary to complete a satisfactory project, the **Consultant** shall not be responsible for paying the cost required to add such component(s) to the extent that such component(s) would have been required and included in the original construction documents.
- 10.1 In no event shall the **Consultant** be responsible for any cost or expense that provides betterment or that upgrades or enhances the value of the **Owner's** project if the component should have originally been included in the construction drawings and/or specifications.



McCLURE™

11.0 SHOP DRAWING REVIEW: If, as part of this Agreement **Consultant** reviews contractor submittals, such as shop drawings, product data, samples and other data, as required by **Consultant**, these reviews and approvals shall be only for the limited purpose of checking for conformance with the design concept and the information expressed in the contract documents. This review shall not include review of the accuracy or completeness of details, such as quantities, dimensions, weights or gauges, fabrication processes, construction means or methods, coordination of the work with other trades or construction safety precautions, all of which are the sole responsibility of the contractor. **Consultant** shall not be responsible for any deviations from the contract documents not brought to the attention of **Consultant** in writing by the contractor. **Consultant** shall not be required to review partial submissions or those for which submissions of correlated items have not been received.

12.0 CONSTRUCTION OBSERVATION: If, as part of this Agreement, **Consultant** is providing construction observation services, **Consultant** shall visit the project at appropriate intervals during construction to become generally familiar with the progress and quality of the contractor's or subconsultant's work and to determine if the work is preceding in general accordance with the Contract Documents. The **Consultant** is not a contractor and shall not at any time supervise, direct, control, or have authority over any of the contractor's and/or subconsultant's work.

12.1 **Consultant** shall not have authority over or be responsible for the means, methods, techniques, sequences, schedule, or procedures of construction selected or used by any contractor, or the safety precautions and programs incident thereto, for the security or safety at the site, nor for any failure of a contractor to comply with laws and regulations applicable to that contractor's furnishing and performing of its work.

12.2 **Consultant** shall not be responsible for the acts or omissions of any contractor

12.3 **Consultant** neither guarantees the performance of any contractor nor assumes responsibility for any contractor's failure to furnish and perform the work in accordance with the construction contract documents.

12.4 **Consultant** shall not be responsible for any decision made regarding the construction contract documents, or any application, interpretation, clarification, or modification of the construction contract documents, other than those made by the **Consultant** or its **Consultants**.

12.5 Unless otherwise specified in this Agreement, the **Owner** has not retained the **Consultant** to make detailed inspections or to provide exhaustive or continuous project review and observation services.

13.0 DESIGN WITHOUT CONSTRUCTION PHASE SERVICES: If **Consultant** is not retained for construction observation and/or on-site resident observation services, **Consultant** shall have no design, shop drawing review, or other obligations during construction, and **Owner** assumes all responsibility for the application and interpretation of construction contract documents, review and response to contractor claims, construction contract administration, processing of change orders and submittals, revisions to the construction contract documents during construction, construction observation and review, review of contractor's payment applications, and all other necessary construction phase administrative, engineering, surveying and professional services. **Owner** waives all claims against the **Consultant** that may be connected in any way to construction phase administrative, engineering, surveying or professional services.

14.0 MEDIA REPRESENTATIONS: The **Consultant** shall have the right to include photographic or artistic representations of the design of the Project among the **Consultant's** promotional and professional materials. The **Consultant** shall be given reasonable access to the completed Project to make such representations. However, the **Consultant's** materials shall not include the **Owner's** confidential or proprietary information. The **Owner** shall provide professional credit for the **Consultant** in the **Owner's** promotional materials for the Project. Notwithstanding anything to the contrary in the present agreement, the Parties' obligations outlined in this clause shall survive the termination of this Agreement for an indefinite term.

15.0 TERMINATION: This Agreement may be terminated by either party upon not less than seven days written notice should the other party fail substantially to perform in accordance with the terms of the Agreement through no fault of the party initiating the termination. This Agreement m

be terminated by the **Owner** upon not less than seven days' written notice to the **Consultant** in the event the Project is permanently abandoned.

15.1 Failure of the **Owner** to make payments to the **Consultant** in accordance with the Agreement shall be considered substantial non-performance and cause for termination. If the **Owner** fails to make payment when due the **Consultant** for services, the **Consultant** may, upon seven days' written notice to the **Owner**, suspend performance of services under this Agreement. Unless payment in full is received by the **Consultant** within seven days of the date of the notice, the suspension shall take effect without further notice.

15.2 In the event of a suspension of services, the **Consultant** shall have no liability to the **Owner** for delay or damage caused the **Owner** because of such suspension of services. In the event of termination not the fault of the **Consultant**, the **Consultant** shall be compensated for services performed prior to termination and all termination expenses. Termination expenses are in addition to compensation for Basic and Additional Services, and include expenses which are directly attributable to termination.

16.0 DISPUTE RESOLUTION: Claims, disputes or other matters in question between the parties to this Agreement arising out of or relating to this Agreement or breach thereof shall be subject to mediation unless each of the parties mutually agrees otherwise. No mediation arising out of or relating to this Agreement shall include, by consolidation, joinder or in any other manner, an additional person or entity not a party to this Agreement, except by written consent containing a specific reference to this Agreement signed by the **Owner**, **Consultant**, and any other person or entity sought to be joined. In no event shall the demand for mediation be made after the date when the institution of legal or equitable proceedings based upon such claim would be barred by the applicable statute of limitations. The award rendered in the mediation shall be non-binding.

17.0 LIMITATION OF LIABILITY: The **Consultant's** liability shall be limited to \$50,000.00 or the fee for the work performed, whichever is greater, or as specifically agreed to by separate agreement.

18.0 STANDARD OF CARE: In providing services under this Agreement, the **Consultant** shall perform in a manner consistent with that degree of care and skill ordinarily exercised by members of the same profession currently practicing under similar circumstances at the same time and in the same or similar locality.

19.0 PAYMENT: Amounts unpaid 30 days after invoice date shall bear interest from the date payment is due at a rate of 1.5% per month compounded and shall include costs for attorney fees and other collection fees related to collecting fees for service.

20.0 LIEN RIGHTS: **Consultant** retains all rights to mechanic's or design professional lien rights through the completion of the obligations of this agreement at the sole judgment of the **Consultant**.

21.0 WAIVERS: The **Owner** and the **Consultant** waive all rights against each other and against the contractors, **Consultants**, agents and employees of the other for damages, but only to the extent covered by property insurance during construction. The **Owner** and **Consultant** each shall require similar waivers from their contractors, **Consultants** and agents.

22.0 ASSIGNMENT: The **Owner** and **Consultant**, respectively, bind themselves, their partners, successors, assigns and legal representatives to the other party to this Agreement and to the partners, successors, assigns and legal representatives of such other party with respect to all covenants of this Agreement. Neither **Owner** nor **Consultant** shall assign this Agreement without the written consent of the other.

23.0 GOVERNING LAW: Unless otherwise provided, the Agreement shall be governed by the laws of the State of Iowa.

24.0 COMPLETE AGREEMENT: This Agreement represents the entire and integrated agreement between the **Owner** and **Consultant** and supersedes all prior negotiations, representations or agreements, either written or oral. This Agreement may be amended only by written instrument signed by both **Owner** and **Consultant**. Nothing contained in this Agreement shall create a contractual relationship with or a cause of action in favor of a third party against either the **Owner** or **Consultant**.

EXHIBIT B



McCLURE ENGINEERING COMPANY HOURLY RATE SCHEDULE (Effective 1/1/2023 through 12/31/2023)

PERSONNEL	HOURLY RATE
Principal	\$270 - \$295
Project Manager	\$185 - \$230
Senior Professional.....	\$185 - \$285
Professional.....	\$155 - \$185
Junior Professional.....	\$125 - \$155
Senior Technician	\$155 - \$175
Technician.....	\$115 - \$135
Landscape Architect	\$125 - \$160
On-Site Representative	\$115 - \$155
Client/Project Liaison	\$135 - \$185
Administrative	\$65 - \$85
Public Relations	\$115 - \$150
3 Member Survey Crew	\$280
2 Member Survey Crew	\$210
1 Member Survey Crew	\$135

EQUIPMENT	
3D Scanner per Scan	\$30.00
UAV per Flight	\$125.00
Sonar Boat	\$125.00

MISCELLANEOUS EXPENSES	
Survey Vehicle Mileage.....	\$0.75/Mile + \$0.15 fuel surcharge
Automobile Mileage (at current IRS rate).....	Current IRS Rate
Printing.....	Per Contract
Survey Supplies (Hubs, Lath, Paint, Nails, etc.)	Per Contract
Out-of-Pocket Expenses (Meals, Hotels, etc.).....	Per Contract

*Rates are subject to change based on billing rates for future years

McCLURE ENGINEERING COMPANY
DETAILED SCOPE OF WORK
Moberly Downtown Parking Study

I) PROJECT DESCRIPTION

- A) The PROJECT includes data collection and the development of a City of Moberly Downtown Parking Study and associated report. The report will outline the capacity of existing parking, layout recommended spacing and sizing of parking spaced along all streets to account for ‘today’s’ larger vehicles than what was originally designed, recommendation on enforcement of on-street and public lot parking, and the evaluation of potential public parking lot acquisitions.
- B) Parking Study Area:



II) BASIC SERVICES

- A) Phase 100 – Preliminary Planning and Reports
 - 1) Task 101 – Preliminary Planning and Reports (General)
 - (a) The CONSULTANT will utilize the collected data and perform analysis to develop the City of Moberly Downtown Parking Study and report. The CONSULTANT will submit a Draft Report with a review meeting with the OWNER. Upon OWNER comments and meeting, the CONSULTANT will finalize and submit a Final Report.
 - (b) City of Moberly Downtown Parking Study report will include the following:
 - (i) Introduction
 - (ii) Existing Conditions

1. Number of parking spaces, type of parking spaces (handicap, permit, etc.), and restrictions of parking spaces
 2. Parking violations observed, if any
 3. Parking spaces physical dimensions and locations
 4. Current enforcement procedures
- (iii) Parking Analysis
1. On-Street Parking and Parking Lot capacity analysis, including capacity analysis of handicap and other specialty parking spaces.
 2. Parking stall widths and length analysis
- (iv) Recommendations
1. Parking stall layout, spacing, and size for each street block in the study area
 2. Parking enforcement and restrictions
 3. Public parking acquisition

B) Phase 200 – Existing Conditions

1) Task 202 – Data Gathering/Inventory

(a) Existing Parking Spaces:

- (i) The CONSULTANT will count the number of total parking spaces, including handicap spaces and other specially designated spaces, for each block of street and parking lot outlined in the study area.
- (ii) The CONSULTANT will measure the widths, lengths, and general angle of a standard parking space for each street block and parking lot outlined in the study area.
- (iii) The CONSULTANT will measure street widths, for each designated block, to assist in the determination of appropriate parking spaces.
- (iv) The CONSULTANT will document the existing restrictions (time limits, permit requirements, private, etc.) on the existing parking locations within the study area.

(b) Field Observations:

- (i) The CONSULTANT will observe and record parking stalls occupied over a 13-hr period (7:00 AM hour to the 7:00 PM hour) for all parking lots and on-street parking locations in the study area.
- (ii) The CONSULTANT will observe and record any noted violations during the study period.

C) Phase 850 - Project Management and Coordination

1) Task 851 – Project Management and Coordination (Estimated 3 months).

(a) Project Management:

- (i) The project manager of the CONSULTANT will be responsible for coordination with the OWNER.
- (ii) The CONSULTANT will provide up to three (3) monthly progress reporting and project invoices to the OWNER.
- (iii) The CONSULTANT will conduct internal design review meetings.
- (iv) The CONSULTANT will develop and maintain PROJECT schedule.
- (v) The CONSULTANT will maintain documentation of pertinent correspondence made by email, memos, letters, telephone, etc.

(b) Project Coordination:

- (i) Kick-off Meeting: The CONSULTANT will hold a kickoff meeting with the OWNER to discuss the project data collection and timeframe, areas of concern or of special consideration, background information, and timeline.
- (ii) Draft Report Meeting: The CONSULTANT will hold a meeting with the OWNER upon submittal of the Draft report to review OWNER comments and address questions.

III) ADDITIONAL SERVICES NOT INCLUDED IN THIS AGREEMENT

The following services are excluded from the basic services but may be performed by the CONSULTANT upon written amendment to this agreement.

- Neighborhood meetings, individual meetings, and other meetings not specifically outlined in this agreement
- Preliminary or Final Design and plans/construction documents
- Boundary retracement of existing lots to set missing monuments
- Grant administration
- Street lighting design
- Media correspondences and public outreach planning documents
- Land purchase costs, closing costs associated with land acquisition, and costs associated with condemnation process
- Appraisal fees and condemnation services
- Preparation of Acquisition Plats and Legal Descriptions not specifically mentioned herein.
- Land purchase costs, closing costs associated with land acquisition, and costs associated with condemnation process
- Right-of-Way Services not specifically mentioned herein, including Individual Parcel Exhibits, Preparation of Parcel Files, Appraisals and Compensation Estimates, Appraisal Review, Right-of-Way Negotiations/Acquisitions, Closing, Condemnation Services
- Testing of any suspect environmental material, including but not limited to asbestos, radon, lead based paint, air quality, or industrial waste
- Other permits not indicated within this scope
- Services beyond preparing and submitting the permit forms
- Any permit and publication fees associated with permit applications except as noted
- Preparation of bidding or contract documents for alternate bid prices
- Construction material testing services
- Construction staking, RPR, and construction administration services
- Record drawings
- Project management and coordination tasks beyond that scheduled project completion period
- Subsurface Utility Investigation Test Holes
- Drainage Report or Drainage Memorandum
- Environmental and/or Cultural Review and Assessment
- Wetland mitigation bank costs and fees
- Special meetings and meetings not outlined in the Scope of Services
- Other services not specifically outlined in this Agreement

McCLURE ENGINEERING COMPANY OWNER'S RESPONSIBILITIES



OWNER shall do the following in a timely manner so as not to delay the services of the **CONSULTANT**:

1. Designate in writing a person to act, as **OWNER'S** representative with respect to the services to be rendered under this Agreement. Such person shall have complete authority to transmit instructions, receive information, interpret and define **OWNER'S** policies and decisions with respect to **CONSULTANT'S** services for the Project.
2. Provide all criteria and full information as to **OWNER'S** requirements for the Project, including design objectives and constraints, space, capacity and performance requirements, flexibility and expendability, and any budgetary limitations; and furnish copies of all design and construction standards, which **OWNER** will require to be included in the drawings and specifications.
3. Assist **CONSULTANT** by placing at **CONSULTANT'S** disposal all available information pertinent to the Project including previous reports and any other data relative to design or construction of the Project.
4. Arrange for access to make all provisions for **CONSULTANT** to enter upon public and private property as required for **CONSULTANT** to perform services under this Agreement.
5. Examine all studies, reports, sketches, drawings, specifications, proposals and other documents presented by **CONSULTANT**, obtain advice of an attorney, insurance counselor and other consultants as **OWNER** deems appropriate for such examination and render in writing decisions pertaining thereto within a reasonable time so as not to delay the services of **CONSULTANT**.
6. Furnish approvals and permits from all governmental authorities having jurisdiction over the Project and such approvals and consents from others as may be necessary for completion of the Project.
7. Attend the prebid conference, bid opening, preconstruction conferences, construction progress and other job related meetings and substantial completion inspection and final payment inspection.
8. Give prompt written notice to **CONSULTANT** whenever **OWNER** observes or otherwise becomes aware of any development that affects the scope or timing of **CONSULTANT'S** services, or any defect or non-conformance in the work of any Contractor.
9. Arrange for financing and pay for services as agreed to in this Agreement.

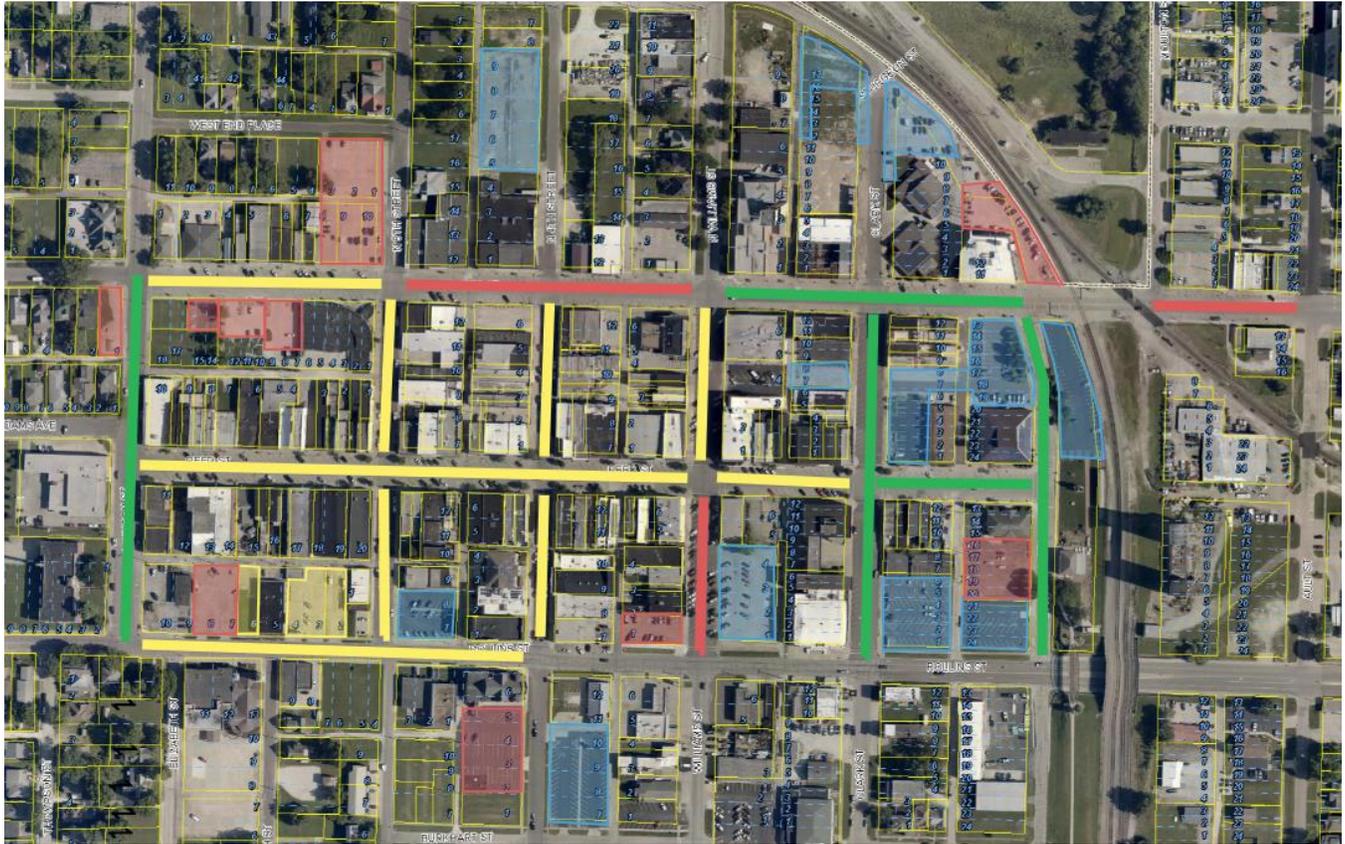


Scope of Work

The below scope of work was developed based on Walker’s understanding of the current issues being faced by the City of Moberly related to public parking in its downtown. As Walker understands it, the current design of parking areas on certain streets, combined with the size of people’s personal vehicles (namely large trucks), has created issues for drivers passing comfortably on these streets. Additionally, existing on-street parking time limits are not being enforced, resulting in some vehicles remaining parked longer than the posted limits, in some cases for multiple days at a time. Finally, the City is concerned that its current supply of off-street public parking may be inadequate to serve the demand in the future, given a notable increase in the number of people living in downtown.

Based on this understanding, Walker proposes the following scope of work to help the City address these issues within the study area shown in the map included below.

1. Request from the City and review available information related to on-street parking rules and regulations, enforcement practices, and other aspects of parking within the study area, and obtain and review plan drawings of all City-owned on- and off-street parking.
2. Meet in person with City representatives to discuss current parking issues in downtown in greater detail and to gather information about any known or potential development projects or other changes which may increase activity levels in downtown.
3. Conduct observations within the study area over the course of two consecutive weekdays (determined in consultation with the City) to document the number of parked vehicles along each block face and in the City’s off-street parking lots during typical peak demand periods.
4. In consultation with the City, identify any cities that are considered peers of Moberly and conduct research to identify, to the extent possible, the defining characteristics of the on- and off-street parking systems in these cities.
5. Review the geometrics of the existing on-street parking areas highlighted in the included study area map and evaluate alternate parking geometrics to determine if greater levels of service are feasible. This evaluation will be performed via marked-up sketches and text commentary.
6. Based on the characteristics of Moberly and the information gathered in the previous tasks, identify best practices in on-street parking operations and management that could be implemented in Moberly to better manage on-street parking within the study area.
7. Evaluate the need for the City to acquire additional off-street parking lots in downtown to accommodate existing and anticipated future public parking demand in downtown.
8. Summarize the findings and conclusions of the analyses in a memo and submit to the City for review and comment.
9. Update the memo based on comments receive from the City and issue a final report in electronic format.



City of Moberly City Council Agenda Summary

Agenda Number: _____ WS #6.

Department: Community Development
Date: December 4, 2023

Agenda Item: Proposal For Moberly Wayfinding Implementation.

Summary: In order for the City to send out for bids, we need the specifications, locations, and plans for the proposed wayfinding signage prepared in bid documents and sent out to all qualified areas sign companies.

Arcturus has submitted a proposed scope of services for the plans, specifications, and bidding efforts as well as Fabrication and Construction Administration. The total for this work is a not to exceed of \$20,000 + reimbursable expenses of \$3,000.

I assume this cost would be split up in the same percentages as the initial study.

20% - Parks and Recreation = \$4,600
40% - Depot District - Downtown = \$9,200
40% - Greater Community = \$9,200

Recommended Action: Direct staff to bring forward to the December 18, 2023, regular City Council meeting for final approval.

Fund Name: N/A

Account Number: N/A

Available Budget \$: N/A

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

WORK AUTHORIZATION

Date: October 13, 2022

Project Name: Moberly Wayfinding & Signage Implementation
 Principal: Megan Ridgeway
 Project Manager: Jane Winburn

Client: City of Moberly
 Client Contact: Tom Sanders
 Director of Public Works/Community Development

Client Address: 2300 N Morley Street
 Moberly, MO 65270

Billing Contact: Tom Sanders
 tsanders@cityofmoberly.com

1. PROJECT DESCRIPTION

The City of Moberly has requested a proposal for implementation and construction administration services for new signage and wayfinding for The City of Moberly, MO.

The scope of work that follows outlines Arcturis design services for bidding through construction administration (CA) of the following:

- Signage System
 - Directional – vehicular and pedestrian wayfinding
 - Identification – monuments, buildings, parking lots and other facilities
- Location Plans for all signs
 - Phased approach for implementation including specific location-based plans per each planned location and phase.

2. SCOPE OF SERVICES [the “Services”]

All services may not be performed in the exact sequence as listed; or in some cases, two or more may be performed simultaneously. Note that we have included four (4) main meetings throughout this project with specific goals but understand that we will set up a biweekly construction meeting, during fabrication and installation phases, based on The City of Moberly’s preference.

2.1. Phase Implementation Plan

During this phase we will establish and confirm the strategy for implementation of signage in a phased multi-year delivery. Arcturis will assist The City of Moberly in obtaining bids or negotiated proposals and assist in awarding and preparing contracts for fabrication.

2.1.1. Arcturis will provide the following:

- .1 Prep kick-off meeting materials:
 - 2.1.1.1.1. Site plans highlighting focus areas.
- .2 **Meeting 01 (Virtual meeting):** Conduct kick-off meeting with Client to review and confirm scope of work, schedule, key goals, responsibilities, and approval process.
- .3 Understand and outline project parameters.

2.2. Bidding or Negotiation

Arcturis will assist The City of Moberly in obtaining bids or negotiated proposals and assist in awarding and preparing contracts for fabrication.

2.2.1. **Meeting 02:** Contractor Meeting on site. The City of Moberly, Arcturis, and selected bidders will review all outstanding questions, drive by key areas to be implemented as the “Prototype”.

- 2.2.2. Arcturis will provide the following:
1. Respond to questions from bidders and provide clarification or interpretation of the bidding documents.
 2. Assist Client with review of bids or proposals and make recommendations.
- 2.2.3. Client Responsibilities:
- .1 Bidding and procurement instructions to complete the bid package.
 - .2 Issuance and administration of the bid packages to three (3) bidders.
 - .3 Final selection of successful bidder and notifications to bidders.
- 2.2.4. Meetings:
- .1 Meeting 02: Contractor Meeting
 - .2 Meeting 03 (Virtual Meeting): Contractor Selection

2.3. Fabrication and Construction Administration

The purpose of this phase is to ensure that construction is being completed as outlined in the construction contract documents.

- 2.3.1. Arcturis will provide the following:
- .1 Prepare digital artwork files and send to selected fabricator.
 - .2 Review shop drawings and sample submissions for the purpose of checking for general conformance with the information given and the design concept expressed in the construction documents.
 - .3 Meet with installers on site to review installation areas and any other final details prior to start of installation.
 - .4 Ensure The City of Moberly coordinates any repairs needed during removal of existing signage, prior to installation of new signs.
 - .5 Coordinate temporary signage as needed.
 - .6 Perform detailed inspections with owner's representative, contractor/fabricator/installer representatives, to determine conformity of the work to the contract documents.
 - .7 Prepare a list of items to be completed or corrected, if necessary.
 - .8 **Meeting 04:** Perform final inspection with Owner's representative upon notice that the work is ready for final inspection and acceptance to verify that all items have been completed.
 - .9 Prepare final Master Implementation document.
- 2.3.2. Meetings:
- .1 Meeting 04: Project Final Inspection on site
- 2.3.3. Deliverables at the end of this phase:
- .1 Project close out documents.

3. ADDITIONAL SERVICES

The following additional services listed below are optional value-added benefits and not included under this contract. These services are opportunities for The City of Moberly to communicate a consistent message through various materials. In the event Arcturis recommends such additional services, Arcturis shall notify Client, but shall not proceed with any such additional services without written approval.

- .1 Artwork provided as part of the basic services will include artwork for all signs where type is most prevalent. Artwork for specialty signs and mapping is not part for the basic services and will be prepared on an hourly basis. Arcturis will prepare final artwork in Macintosh platforms. As part of the specification, it will be the fabricator's responsibility to pay for translation of supplied disks into another format other than those provided by Arcturis.
- .2 Additional signage and wayfinding components not included in the Wayfinding & Signage Standards.
- .3 Branding, Identity and Logo design services.
- .4 Map illustrations and artwork for wayfinding
- .5 Additional meetings and travel time will be additional at the standard hourly rates
- .6 Engineering of any sign elements
- .7 Writing and/or development of sign content
- .8 Signage Permits if required.

4. PROJECT TEAM

The listing below designates team members for this project. Additional team members may be added as required.

4.1. Arcturis

Russell Dow, Lead Designer
 Jane Winburn, Project Manager
 Braeden Koster, Designer
 Megan Ridgeway, Principal

5. SCHEDULE

Bidding/Permitting: 6 Weeks
 Contract Administration: 12+ Weeks

Project extension, caused by no fault of the Architect, beyond four weeks of identified duration shall be terms for additional services.

6. COMPENSATION

The above-listed scope of work will be for an hourly not-to-exceed fee of \$20,000.00 (TWENTY THOUSAND), plus reimbursable expenses of \$3000.00 (THREE THOUSAND). The parties acknowledge and agree that the foregoing amount is merely an estimate and the actual fee due hereunder may be more or less than such amount, based on the work performed by Arcturis.

The scope of work and the attached Terms and Conditions of Agreement as outlined in this Work Authorization are satisfactory and are hereby accepted. Arcturis may proceed with the work, and payment will be made as set forth herein.

The scope of work and the attached Terms and Conditions of Agreement as outlined in this Work Authorization are satisfactory and are hereby accepted. Arcturis may proceed with the work, and payment will be made as set forth herein.

Agreed to by:

Arcturis

City of Moberly

 Authorized Representative Date

 Authorized Representative Date

Principal

 Title

 Title

AIA 2030 Commitment

The AIA 2030 Commitment is an actionable climate strategy that gives us a set of standards and goals for reaching net zero emissions in the built environment. As signatory to this commitment, Arcturis encourages our partners and clients to consider design strategies that help reduce our carbon footprint and provide a better built environment.

For more information please visit: <https://architecture2030.org/>

TERMS AND CONDITIONS OF AGREEMENT

Fee Guarantee

Arcturis reserves the right to review the fee in this Agreement, and revise same, if no action has been taken by Client to implement the project 45 days after the date of this Agreement. Arcturis also reserves the right to review the compensation rates annually.

Project Commencement

Project work commences when Arcturis receives Client's written authorization.

Invoices

Client will receive an invoice every month for services performed during the previous month or as established in the payment schedule. Payment is due upon receipt. Interest will be added 30 days after the invoice date, at the maximum rate allowed by law. Arcturis has the right to suspend work, without breach of contract, if Client's account is past due.

Reimbursable Expenses

For Reimbursable Expenses the compensation shall be the expenses incurred by the Architect and the Architect's consultants plus Ten Percent (10%) on the following: mileage, transportation and living expenses; reproduction of project documents; postage and delivery. Consultants and specialized services, additional insurance that Client requests; renderings and physical models, unless noted otherwise.

Change of Scope

This is work beyond what is agreed to in this document, including revisions due to Client's adjustments in the scope, budget, or quality of the project. Arcturis will issue a Change of Scope form documenting the change and its effect on the fee and schedule.

Hourly Rates

For work performed on an hourly basis, Arcturis' rate schedule is as follows:

Senior Principal	260.00
Principal	230.00
Sr. Architect/Designer V	200.00
Sr. Architect/Designer IV	188.00
Sr. Architect/Designer III	170.00
Sr. Architect/Designer II	155.00
Sr. Architect/Designer I	140.00
Designer/Architect IV	125.00
Designer/Architect III	110.00
Designer/Architect II	98.00
Designer/Architect I	88.00
Administrative Support	78.00
Production Support	78.00
Intern Architect	78.00

Rates are subject to review at the end of each Arcturis fiscal year.

Project Suspension and Project Delays

If the project is delayed as a result of delays in the Client's review process, time expenditures occurring beyond the original project completion date will be charged at standard hourly rates, current at that time, or at a fixed fee. If Client puts the project on hold for more than 60 days, Arcturis reserves the right to renegotiate the balance of its fee to reflect current personnel expenses. A restart fee will also be charged at a rate of between \$500.00 - \$1,000.00 to cover administrative and personnel rescheduling costs.

TERMS AND CONDITIONS OF AGREEMENT (CONT.)

Arcturis Insurance

Arcturis is protected by Workman's Compensation, Professional Liability and General Liability Insurance. Insurance verification is available upon request. If Client requires additional coverage, Client will reimburse Arcturis for increased premiums. Arcturis will not be responsible for any loss, damage or liability arising from Client's negligent acts, errors and omissions; or those by Client's consultants, contractors and agents; or from those of any person for whose conduct Arcturis is not legally responsible.

Indemnification - DELETED

Agreement Termination

This Agreement may be terminated upon seven days written notice by either party if the other party fails to perform by the terms and conditions stated in this document. In the event of either termination or project suspension, Client will pay Arcturis for services performed and reimbursables incurred to date.

Asbestos and Hazardous Waste

Arcturis does not perform services related to the identification, containment or removal of asbestos or hazardous waste, nor will it assume liability for any damages or costs related to these materials.

Publicity

Client agrees to credit Arcturis by name and title in all publicity involving the project. Arcturis will publicly reveal project information only with Client's prior approval.

Successors and Assigns

Client and Arcturis agree respectively to bind themselves, their successors and their assigns to the terms of this Agreement.

Shop Drawing Review

Arcturis' review of shop drawings shall be for general conformance to the design concept and shall not relieve any contractor or subcontractor from the obligation to comply with the contract documents.

Standard of Care

Services performed by Arcturis will be conducted with the level of care and skill ordinarily exercised by members of the same profession currently practicing under similar circumstances. No other warranty, expressed or implied, is made.

Construction Means and Methods Arcturis shall not be responsible for any aspects that affect or are affected by means, methods, techniques, sequences and operations of construction, safety precautions and programs incidental thereto, all of which are the contractor's responsibility. Neither Client nor Architect shall hold the other responsible for damages or delays in performance caused by acts of God, strikes, walkouts, accidents, Government acts, or other events beyond the control of the Clients or Architects employees, agents, or consultants.

Electronic Data

Like our paper documents, electronic data are instruments of the professional services we provide. They are not products.

Upon completion of the project, Arcturis will provide electronic files in the format in which they were created and grant you an unlimited License for Use of Electronic Data. This license is not intended for any purpose or project other than the project that is the subject of this Contract. This agreement will serve as a **License for Use of**

Electronic Data/ Agreement for Release of Liability.

Client agrees, to the fullest extent permitted by law, to indemnify and hold Arcturis harmless from any damage, liability, or cost, including reasonable attorneys' fees and costs of defense, arising from any changes made by anyone other than Arcturis or from any reuse of the drawings and data. Under no circumstances shall transfer of the drawings and other instruments of service on electronic media for use by the Client be deemed a sale by Arcturis and Arcturis makes no warranties, either express or implied, of merchantability and fitness for any particular purpose.

Professional Photography & Publicity

Arcturis often chooses to have projects professionally photographed during and / or upon its completion. Client acknowledges that this is permissible and that such photography is permissible to utilize in Arcturis electronic and hard copy marketing materials and portfolio for promotion of Arcturis services. Should the Client prefer such photographs not be used publicly, Client shall document this in writing to Arcturis. Should Client desire to utilize the photographs taken by Arcturis, Client is solely responsible for all costs associated with copyright, usage, publication and so on as set forth by the Photographer.

Limitation of Liability

To the maximum extent permitted by law, the Client agrees to limit Arcturis' liability for the Client's damages to the sum of \$ 25,000 or Arcturis' fee whichever is greater. This limitation shall apply regardless of cause of action or legal theory, pled or asserted.

Design/Build Client may solicit Design/Build proposals from subcontractors, based on Arcturis' documents, understanding that Client is responsible for engineering services and certifications, for code compliance and the coordination of this work. Arcturis will review these documents only for consistency with its design concept.

Employees

The Client agrees that it will not solicit or hire, directly or indirectly, any employee of Arcturis, without the prior written approval of Arcturis.

Choice of Law

This Agreement shall be governed by the laws of the State of Missouri, including Choice of Law.

"NOTICE TO THE CITY"

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

City of Moberly City Council Agenda Summary

Agenda Number: _____
 Department: Comm. Dev.
 Date: December 4, 2023

WS #7.

Agenda Item: Grant Administration Of EDA Grant For Moberly Industrial Park.

Summary: This is the Admin contract with MTCOG for the EDA component of the Industrial Park Infrastructure project to build the Robertson Road component of the project.
 The agreement is for \$15,000 to administer the EDA component of the combined grants for the industrial park infrastructure grants. This is a complex program with an extensive amount of paperwork and documentation for the federal audit. While this is only for the EDA component, MTCOG is an excellent group to work with and will assist with the Governors Cost Share and Industrial Site Grants that are associated with the combined project. This fee will be paid out of the Transportation Trust fund and is a reimbursable expense as part of the EDA program.

Recommended Action: Direct staff to bring forward to the regular December 18, 2023, City Council for final approval.

Fund Name: Transportation Trust

Account Number: 600.000.5406

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__ Brubaker	___	___
<input type="checkbox"/> Correspondence	<input type="checkbox"/> Proposed Resolution			
<input type="checkbox"/> Bid Tabulation	<input type="checkbox"/> Attorney's Report	Council Member		
<input type="checkbox"/> P/C Recommendation	<input type="checkbox"/> Petition	M__ S__ Lucas	___	___
<input type="checkbox"/> P/C Minutes	<input type="checkbox"/> Contract	M__ S__ Kimmons	___	___
<input type="checkbox"/> Application	<input type="checkbox"/> Budget Amendment	M__ S__ Jeffrey	___	___
<input type="checkbox"/> Citizen	<input type="checkbox"/> Legal Notice	M__ S__ Kyser	___	___
<input type="checkbox"/> Consultant Report	<input type="checkbox"/> Other _____		Passed	Failed

CityCountyCity of Clarksville PikeMoberly- and Mark Twain Regional Council of Governments
PROFESSIONAL SERVICES CONTRACT

PART I - AGREEMENT

THIS AGREEMENT, entered into this 2nd day of December, 2022-19 by and between the Mark k Twain Twain Regional Council of Governments, hereinafter called the "District," acting herein by Cindy Hultz, Executive Director of the Mark Twain Regional Council of Governments, hereunto duly authorized, and City of MoberlyCity of ClarksvilleCounty of Pike, hereinafter called the "County" a City," acting herein by JoAnne Smiley, MayorCTim Brubakerhris Gamm, MayorPresiding Commissioner of City of MoberlyCounty of PikeClarksville.

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WITNESSETH THAT:

WHEREAS, the CityCounty desires to implement EDA Project Number ED23DEN0G008195-79-0 596837, an Economic Adjustment Assistance Economic Adjustment Assistance Public Works Program project funded by the U. S. Department of Commerce and administered by the Denver Regional Office of the Economic Development Administration; and

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WHEREAS, the CityCountyCity is and will act with authority as the Fiscal Agent for the EDA funded project identified above, and

WHEREAS, the CityCountyCity desires to engage the District to render certain project management, reporting and support services in connection with the EDA project.

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NOW THEREFORE, the parties do mutually agree as follows:

- Scope of Services**
Part II, Scope of Services, is hereby incorporated by reference into this Agreement.
- Time of Performance** - The services of the District shall commence on October 1, 2023December 2019. All of the services required and performed hereunder shall be completed no later than April 01, 2027March 27, 2022January 24, 2025.
- Access to Information** - It is agreed that all information, data, reports and records and/or other information as is existing, available and necessary for the carrying out of the work outlined above shall be furnished to the District by the CityCountyCity and its agents. No charge will be made to the District for such information and the CityCountyCity and its agents will cooperate with the District in every way possible to facilitate the performance of the work described in the Agreement.
- Compensation and Method of Payment** - The maximum amount of compensation to be paid hereunder shall not exceed fifteen nine thousand five hundred fifty four thousand dollars (\$1554,0009,500.00). Payment to the District shall be based on satisfactory completion of identified milestones in Part III - Payment Schedule of this Agreement, which is hereby incorporated by reference into this Agreement. Should the Project be completed in its entirety prior to the period allowed for its completion, all of the District's responsibilities and services required under this

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Agreement be fully completed, and all obligations to the EDA are met, full compensation to the District in the amount of ~~fifteen thousand~~ ~~nine thousand five hundred~~ ~~fifty four thousand~~ dollars (\$15 ~~54,000~~ ~~9,500~~ ~~00~~.) shall be completed at that time. Interim payment to the District shall be upon percentage completion of the Scope of Services.

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5. **Indemnification** – The District shall comply with the requirements of all applicable laws, rules and regulations, and shall exonerate, indemnify, and hold harmless the ~~City~~ ~~County~~ ~~City~~ and its agents from and against them, and shall assume full responsibility for administering the project identified above.

6. **Miscellaneous Provisions**

1. This Agreement shall be construed under and in accord with the laws of the State of ~~Missouri~~ ~~County~~ ~~Missouri~~, and all obligations of the parties created hereunder are performable in ~~Randolph~~ ~~Pike~~ County, ~~Missouri~~.

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2. This Agreement shall be binding upon and inure to the benefit of the parties hereto and their respective heirs, executors, administrators, legal representatives, successors and assigns where permitted by this Agreement.

3. If one or more of the provisions contained in this Agreement shall for any reason be held to be invalid, illegal or unenforceable in any respect, such invalidity, illegality, or unenforceability shall not affect any other provisions thereof, and this Agreement shall be construed as if such invalid, illegal, or unenforceable provision had never been contained herein. All other terms hereof shall remain in full force and effect.

4. If any action at law or in equity is necessary to enforce or interpret the terms of this Agreement, the prevailing party shall be entitled to reasonable attorney’s fees, costs, and necessary disbursements in addition to any other relief to which such party may be entitled.

5. This Agreement may be amended by mutual agreement of the parties hereto in writing to be attached to and incorporated into this Agreement.

7. **Terms and Conditions** - This Agreement is subject to the provisions titled, “Part IV Terms and Conditions” and attached hereto and incorporated by reference herein.

IN WITNESSETH HEREOF, the parties have hereunto set their hands and seals as of the date first affixed above.

~~(City/County/Recipient)~~

~~(District)~~

~~Tim Brubaker, (JoAnne Smiley Chris Gamm)~~
~~(Cindy Hultz)~~,
~~Mayor, (Mayor Presiding Commissioner)~~
Executive Director

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PROFESSIONAL SERVICES CONTRACT

PART II - SCOPE OF SERVICES

The District shall provide the following scope of services:

1. Project Management

1. Develop a record keeping and filing system consistent with program guidelines.
2. Maintenance of filing system.
3. Provide general advice and technical assistance to ~~the CityCounty's~~ personnel on implementation of the EDA project and regulatory matters pertaining thereto.
4. Furnish the ~~CityCounty~~ with necessary completed forms and reporting required for implementation of the EDA project.
5. Assist the ~~CityCounty~~ in meeting all special award condition requirements that may be stipulated in the EDA Financial Assistance Award between the ~~CityCounty~~ and U. S. Department of Commerce, Economic Development Administration, ~~Denver~~ Regional Office.
6. Prepare and submit all required project reporting required by EDA Project Number ~~ED23DEN0G008 | 05-79-0593705-79-05968~~, including but not limited to progress reporting, quarterly reporting, and other reporting included in the EDA Financial Assistance Award between the ~~CityCounty~~ and the EDA ~~Denver~~ Regional Office.
7. Establish internal procedures to document expenditures associated with local administration of the project.
8. Serve as liaison for the ~~CityCounty~~ during the implementation and completion of the EDA project with any monitoring visit by staff representatives from EDA or its ~~Denver~~ Regional Office.

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2. Financial Management

1. Assist the CityCountyCity by improving its ability to manage and report progress and use of funds from federal sources through the Denver Regional Office of the EDA for the project identified above.
2. Assist the CityDenver in compliance with all EDA rules, regulations, specifications, or other directives pertinent to the identified project.
3. Prepare and submit all reporting for all funded and scheduled drawdowns of project funds on behalf of the CityCounty, in order to ensure orderly, timely allocation and disbursement of funds within the period of this agreement.
4. Review invoices received for payment and file back-up documentation.
5. Provide general advice and technical assistance to the CityCounty and its agents on implementation of the EDA project and regulatory matters pertaining thereto.
6. Assist the CityCounty in interpreting and complying with established procedures for the EDA project and reporting to the Denver Regional Office.
7. Provide general advice and technical assistance to the CityCountyCity and its agents on implementation of the EDA project and associated regulatory matters.

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PROFESSIONAL SERVICES CONTRACT

PART III - PAYMENT SCHEDULE

The CityCounty shall ~~contract a fixed amount with~~ reimburse the District for grant administration services provided for completion of the Scope of Services in the amount of ~~fifteen-nine thousand five hundred fifty four thousand~~ thirteen thousand dollars (~~-\$15549,0500.00~~), based upon milestones depicting percentage completion of the Scope of Services. The payments to the District will be made from funds provided by the CityCounty. Milestones established for payment and the amounts paid are as follows:

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Payment Schedule

Payment	Amount	Basis of Payment
I Scope of Services	\$ 3,408,000 <u>1,900</u>	Completion of twenty percent (20%) of the identified herein.
II Scope of Services	\$ 3,010,800 <u>1,900</u>	Completion of forty percent (40%) of the identified herein.
III	\$ 3,010,800 <u>1,900</u>	Completion of sixty percent (60%) of the

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Scope of Services

identified herein.

IV
Scope of Services

\$ ~~3,108,000~~ 1,900 Completion of eighty percent (80%) of the
identified herein.

V

\$ ~~3,108,000~~ 1,900 Completion of one hundred percent (100%)
of the Scope of
Services identified herein.

Total Payment

\$ ~~1,554,000~~ 9,500

All payments shall be determined by the CityCountyCity from its estimates of completion of the entire EDA project. Payment to the District shall be made from those estimates and in the amounts prescribed above.

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PROFESSIONAL SERVICES CONTRACT

PART IV - TERMS AND CONDITIONS

1. **Termination of Contract.** If, through any cause, the District shall fail to fulfill in a timely and proper manner its obligation under this Contract, or if the District shall violate any of the covenants, agreements, or stipulations of this Contract, the CityCounty shall thereupon have the right to terminate this Contract by giving written notice to the District of such termination and specifying the effective date thereof, at least five (5) days before the effective date of such termination. If the Contract is terminated by the CityCountyCity as provided herein, the District will be paid for the time provided and expenses incurred up to the termination date.

If the Contract is terminated by the CityCounty as provided herein, all finished or unfinished documents, information or reports prepared by the District under this Contract shall, at the option of the CityCounty, become its property and the District shall be entitled to receive just and equitable compensation for any work satisfactorily completed hereunder.

Notwithstanding the above, the District shall not be relieved of liability to the CityCountyCity for damages sustained by the CityCounty by virtue of any breach of the Contract by the District, and the CityCountyCity may withhold any payments to the District for the purpose of set-off until such time as the exact amount of damages due the CityCounty from the District is determined.

2. **Termination for Convenience of the CityCounty.** The CityCounty may terminate this Contract at any time by giving at least ten (10) days notice in writing to the District.

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If the Contract is terminated by the CityCounty as provided herein, the District will be paid for the time provided and expenses incurred up to the termination date. If this Contract is terminated due to the fault of the District, Paragraph 1 hereof relative to termination shall apply.

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3. **Changes.** The CityCounty may, from time to time, request changes in the Scope of Services of the District to be performed hereunder. Such changes, including any increase or decrease in the amount of the District's compensation which are mutually agreed upon by and between the CityCounty and the District shall be incorporated in written amendments to this Contract.

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4. **Personnel.**

1. The District represents that it has, or will secure at its own expense, all personnel required in performing the services under this Contract. Such personnel shall not be employees of or have any contractual relationship with the CityCounty.

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2. All of the services required hereunder will be performed by the District or under its supervision, and all personnel engaged in the work shall be fully qualified and shall be authorized or permitted under State and Local law to perform such services.

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3. None of the work or services covered by this Contract shall be subcontracted without the prior written approval of the CityCounty. Any work or services subcontracted hereunder shall be specified by written contract or agreement and shall be subject to each provision of this Contract.

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5. **Assignment of Contract.** The District shall not assign any interest in this Contract and shall not transfer any interest in the same (whether by assignment or novation), without the prior written consent of the CityCounty thereto: Provided, however, that claims for money by the District from the CityCounty under this Contract may be assigned to a bank, trust company, or other financial institution without such approval. Written notice of any such assignment or transfer shall be furnished promptly to the CityCounty.

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6. **Reports and Information.** The District, at such times and in such forms as the CityCounty-City may require, shall furnish the CityCounty, such periodic reports as it may request pertaining to the work or services undertaken pursuant to this Contract, the costs and obligations incurred or to be incurred in connection therewith, and any other matters covered by this Contract.

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7. **Findings Confidential.** All of the reports, information, data, etc., prepared or assembled by the District under this Contract are confidential, and the District agrees that they shall not be made available to any individual or organization without the prior written approval of the CityCounty.

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8. **Compliance with Local Laws.** The District shall comply with applicable laws, ordinances and codes of the State of Missouri and its local governments.

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9. **Equal Employment Opportunity.** During the performance of this Contract, the District agrees as follows:

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1. The District will not discriminate against any employee or applicant for employment because of race, religion, sex, sexual orientation, gender identity, color, handicap, or national origin. The District will take affirmative action to ensure that applicants are employed, and that employees are treated during employment, without regard to their race, religion, sex, sexual orientation, gender identity, color, handicap or national origin. Such action shall include, but not be limited to, the following: employment, upgrading, demotion, or transfer; recruitment or recruitment advertising; layoff or termination; rates of pay or other forms of compensation; and selection for training, including apprenticeship. The District agrees to post in conspicuous places, available to employees and applicants for employment, notices to be provided by the CityCounty setting forth the provisions of this non-discrimination clause
 2. The District will, in all solicitation or advertisements for employees placed by or on behalf of the District, state that all qualified applicants will receive consideration for employment without regard to race, religion, color, sex, sexual orientation, gender identity, handicap or national origin.
 3. The District will cause the foregoing provisions to be inserted in all subcontracts for any work or services covered by this Contract so that such provisions will be binding upon each subcontractor, provided that the foregoing provisions shall not apply to contracts or subcontracts for standard commercial supplies or raw materials.
 4. The District will include the provisions 9.1, 9.2, and 9.3 in every subcontract or purchase order unless exempted.
10. **Civil Rights Act of 1964.** Under Title VI of the Civil Rights Act of 1964, no person shall, on the grounds of race, color, religion, sex, or national origin, be excluded from participation in, be denied the benefits of, or be subjected to discrimination under any program or activity receiving Federal financial assistance.
 11. **Section 109 of the Housing and Community Development Act of 1974.** No person in the United States shall on the ground of race, color, national origin, religion, or sex be excluded from participation in, be denied the benefits of, or be subjected to discrimination under any program or activity funded in whole or in part with funds made available under this title.
 12. **Public Works and Economic Development Act of 1965, as amended:** The work to be performed under this Contract is on a project assisted under a program providing direct Federal financial assistance from the U. S. Department of Commerce, Economic Development Administration. For Public Works and Development Facilities under the Public Works and Economic Development Act of 1965, as amended, the Financial Assistance Award to the CityCounty, Award Number 05-79-0593705-79-060345968, supports the project and effort described herein, which is incorporated into this agreement by reference. Where terms of this agreement differ, the terms of the Financial Assistance Award shall prevail.
 13. **Government Performance and Results Act of 1993 (GPRA) Reporting Requirements – Performance Measures.** The District agrees to report to the CityCounty on program performance measures and program outcomes in such form and at such intervals as may be prescribed by the EDA, Award Number 05-79-0593705-79-060345968, in compliance with the Government Performance and Results Act of 1993. Performance measures and reporting requirements that apply to program activities funded by the Financial Assistance Award to the CityCounty will be provided in a separate GPRA information collection document. EDA will advise the

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CityCounty in writing within a reasonable period prior to the time of submission of the reports and in the event that there are any modifications in the performance measures.

14. **Interest of Members of the District.** No member of the governing body of the District and no other officer, employee, or agent of the District who exercises any functions or responsibilities in connection with the planning and carrying out of the program, shall have any personal financial interest, direct or indirect, in this Contract and the CityCountyCity shall take appropriate steps to assure compliance.

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15. **Interest of Other Local Public Officials.** No member of the governing body of the District and no other public official of the District, who exercises any functions or responsibilities in connection with the planning and carrying out of the program, shall have any personal financial interest, direct or indirect, in this Contract; and the CityCounty shall take appropriate steps to assure compliance.

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16. **Interest of Firm and Employees.** The District covenants that it presently has no interest and shall not acquire interest, direct or indirect, in the project area, study area, site, or any parcels therein or any other interest which would conflict in any manner or degree with the performance of its services hereunder. The District further covenants that in the performance of this Contract, no person having any such interest shall be employed.

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17. The District will comply with all applicable standards, orders or regulations issued pursuant to the Clean Air Act (42 U.S.C. 7104-7671q) and the Federal Water Pollution Control Act as amended (33 U.S.C. 1251-1387). Violations must be reported in writing to the Regional Office of the Environmental Protection Agency (EPA) and CityCounty City of ClarksvilleMoberlyPike, who will report the violation to the Economic Development Administration.

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18. The District certifies that their organization is not listed on the government-wide exclusions in the System for Award Management (SAM) and that neither it nor its principals are presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participation in this transaction nor from federal financial or nonfinancial assistance, nor are any of the participants involved in the execution of agreement suspended, debarred, or voluntarily excluded by any federal department or agency in accordance with OMB guidelines at 2 CFR 180 that implement Executive Orders 12549 (3 CFR part 1986 Comp., p 189) and 12689 (3 CFR part 1989 Comp., p 235), "Debarment and Suspension".

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