

**A G E N D A**  
**WORK SESSION MEETING**  
**City of Moberly**  
**November 07, 2022**  
**6:00 PM**  
**AMENDED AGENDA**

**Requests, Ordinances, and Miscellaneous**

1. Discussion Regarding Proposals From Vendors (2) For A 5 Yr Generator Maintenance Service Contract And Authorizing The City Manager To Execute The Agreement On Behalf Of The City.
2. A Discussion Regarding The Purchase Of An Easement Machine For Public Utilities From Coe Equipment Inc.
3. A Request For A Street Light To Be Installed Next To The Alley Adjacent To 213 Brinkerhoff Street.
4. Draft TAP Grant Agreement Between The City Of Moberly And MoDOT.
5. An Application For A Re-Zoning Submitted By The City Of Moberly On Behalf Of The Property Owners For The Properties Located At 805 Myra Street, 809 Myra Street, And 810 Sturgeon Street. This Is Currently Zoned B-3 (General Commercial District).
6. An application for a text amendment submitted by the City of Moberly to add Section 46-XXX (Landscape Plan) related to Development Applications. To clarify and provide guidance on submissions of plans for developments within Moberly, MO.
7. An Ordinance Approving A Cooperative Agreement With Moberly Community Foundation.
8. Receipt of bids for demolition of 1200 E Hwy 24 (Moberly Inn).
9. An Ordinance Approving A Cooperative Agreement Amendment With Moberly Area Community College For Ball Field Rental.
10. Review of a Amphitheater Project Change Order
11. A Resolution Authorizing The Submission Of An Application To The Missouri Department Of Economic Development For Grant Funding For Downtown Revitalization.
12. A request for lighting along W Urbandale from S Williams to the tracks.
13. **Review of the City of Moberly FY23 TEAP Grant Application.**

# City of Moberly City Council Agenda Summary

**Agenda Number:** \_\_\_\_\_ WS #1.  
**Department:** Public Utilities  
**Date:** November 7, 2022

**Agenda Item:** Discussion Regarding Proposals From Vendors (2) For A 5 Yr Generator Maintenance Service Contract And Authorizing The City Manager To Execute The Agreement On Behalf Of The City.

**Summary:** This service contract will include routine maintenance of each unit per the manufacturer’s listed operations and maintenance schedules. Cummins Inc. out of Columbia, MO is the vendor historically used and is offering a competitive lower cost for this effort. The vendors considered both provide generator service to the Moberly area. Estimated cost for this effort is \$4,769.07 for the initial year with additional lower costs compared to the competitor for each of the successive years.

Vendor	Annual Full Service Contract Cost	Contract Total 5 Years
Martin Energy Group Services, Inc. PO BOX 729 Tipton, MO 65081 660-458-7000	\$6,683.10	\$36,197.83*
Cummins, Inc. 5221 Hwy 763 North Columbia, MO 65202 573-449-3711	\$4,769.07	\$26,595.35

\*Not to Exceed

**Recommended Action:** Direct staff to develop a resolution for approval at the next regular council meeting.

**Fund Name:** Contracted Services

**Account Number:** 301.114.5406 & 301.113.5406

**Available Budget \$:** 81,453

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



**COLUMBIA MO BRANCH**  
**5221 HWY 763 NORTH**  
**COLUMBIA, MO 65202**  
**Phone: 573-449-3711**

## PLANNED MAINTENANCE AGREEMENT

<u>Customer Address</u>	<u>Customer Contact</u>	<u>Quote Information</u>
CITY OF MOBERLY 101 W REED ST Moberly, MO 65270	Contact: Emily Lute Phone: 660 269-9437 Fax: 660 263-4992 Cust Id: 146680	Quote Date: 17-OCT-22 Quote Expires: 17-OCT-23 Quote Num: 179595 Quoted By: Beau Cross Quote Term: 1 Year(s)

### Site Information

1	PMA-CITY OF MOBERLY	HURLEY ST	MOBERLY	MO	65270
2	PMA-CITY OF MOBERLY	101 W REED ST	MOBERLY	MO	65270

<u>Site</u>	<u>Unit Number</u>	<u>Manufacturer</u>	<u>Model</u>	<u>Prod Model</u>	<u>Serial Number</u>	<u>Type</u>
1	7 BRIDGES RD	GENERAC 300KW	7782820100	7782820100	2092706	GENSET
1	BUS 63 N LFT ST	CATERPILLAR	D50P3	D50P3	OLY00000TNPR028	GENSET
1	HUNTSVILLE AV	GENERAC	D25/2413-0	D25/2413-0	0789965	GEN SET
1	MCKINSEY ST L	ONAN	DSGAA SPEC M	DSGAA SPEC M	G150855064	ST
1	NE LIFT STATION	ONAN 125KW	DGDK-5627591	DGDK	G030523652	SPEC B
1	ROLLINS ST LS	KOHLER 250KW	250R0ZD71	250ROZD71	372320	SPEC PA-132439-7
1	WASTEWATER P	ONAN 800KW	DQCC-636609 SF	DQCC-6366109 SPEC	B080160760	GENSET
2	DARWOOD CIRC	ONAN	DGHDB SPEC B	DGHDB SPEC B	G150855067	ST

<u>Site</u>	<u>Unit Number</u>	<u>Service Event</u>	<u>Qty</u>	<u>Sell Price</u>	<u>Extended Price</u>
1	7 BRIDGES RD	STANDARD PM FULL SERVICE	5	722.07	3,610.35
1	BUS 63 N LFT ST	STANDARD PM FULL SERVICE	5	489.67	2,448.35
1	HUNTSVILLE AVE	STANDARD PM FULL SERVICE	5	452.36	2,261.80
1	MCKINSEY ST LS	STANDARD PM FULL SERVICE	5	549.28	2,746.40
1	NE LIFT STATION	STANDARD PM FULL SERVICE	5	581.42	2,907.10
1	ROLLINS ST LS	STANDARD PM FULL SERVICE	5	644.14	3,220.70
1	WASTEWATER PLT	STANDARD PM FULL SERVICE	5	1,363.60	6,818.00
2	DARWOOD CIRCLE	STANDARD PM FULL SERVICE	5	516.53	2,582.65

\*\*\*Generator Planned Equipment Maintenance Quote\*\*\*

Service/Scheduled Month -

Based on previous PM schedule, services are tentatively scheduled for:

Full Service January 2023-2027 for all 8 units.

For any questions regarding this proposal and to continue your services without interruption, please sign the agreement and return to:  
 Beau Cross 816-986-8139 beau.cross@cummins.com

PLANNED MAINTENANCE AGREEMENT TERMS AND CONDITIONS

These Planned Maintenance Agreement Terms and Conditions, together with the Quote on the front side and the Scope of Services, are hereinafter referred to as this 'Agreement' and shall constitute the entire agreement between the customer identified in the Quote ('Customer') and Cummins Inc. ('Cummins') and supersede any previous agreement or understanding (oral or written) between the parties with respect to the subject matter of this Agreement. Customer shall be deemed to have made an unqualified acceptance of these Terms and Conditions and it shall become a binding agreement between the parties on the earliest of the following to occur: (i) Cummins' receipt of Customer's purchase order or purchase order number; (ii) Customer's signing or acknowledgment of this Agreement; (iii) Cummins' release of Products to production pursuant to Customer's oral or written instruction or direction; (iv) Customer's payment of any amounts due to Cummins; or (v) any other event constituting acceptance under applicable law. No prior inconsistent course of dealing, course of performance, or usage of trade, if any, constitutes a waiver of or serves to explain or interpret this Agreement. Electronic transactions between Customer and Cummins will be solely governed by this Agreement, and any terms and conditions on Customer's website or other internet site will be null and void and of no legal effect on Cummins. In the event Customer delivers, references, incorporates by reference, or produces any purchase order or document, any terms and conditions related thereto: (i) shall be null and void and of no legal effect on Cummins, and (ii) this Agreement shall remain the governing terms of the transaction.

1. SCOPE OF SERVICES; PERFORMANCE OF SERVICES. Cummins shall perform the maintenance ('Services') on the equipment identified in the Quote ('Equipment') in accordance with the schedule specified in the Quote. The Services include those services defined in the 'Service Event' section of the Quote. No additional services or materials are included in this Agreement unless agreed upon by the parties in writing. Unless otherwise indicated in the Quote, Cummins will provide the labor and tools necessary to perform the Services and shall keep Customer's property free from accumulation of waste materials caused by Cummins' operations. Either party may terminate this Agreement with or without cause by providing thirty (30) days written notice to the other.

2. CUSTOMER OBLIGATIONS. Customer shall provide Cummins safe access to Customer's site and arrange for all related services and utilities necessary for Cummins to perform the Services. During the performance of the Services, Customer shall fully and completely secure all or any part of any facility where the Equipment is located to remove and mitigate any and all safety issues and risks, including but not limited to facility occupants, customers, invitees, or any third party and or property damage or work interruption arising out of the Services. Customer shall make all necessary arrangement to address and mitigate the consequences of any electrical service interruption which might occur during the Services. CUSTOMER IS RESPONSIBLE FOR OPERATING AND MAINTAINING THE EQUIPMENT IN ACCORDANCE WITH THE OWNER'S MANUAL FOR THE EQUIPMENT.

3. PAYMENT TERMS. Unless otherwise agreed to by the parties in writing and subject to credit approval by Cummins, payments are due thirty (30) days from the date of the invoice. If Customer does not have approved credit with Cummins, as solely determined by Cummins, payments are due in advance or at the time of supply of the Services. If payment is not received when due, in addition to any rights Cummins may have at law, Cummins may charge Customer eighteen percent (18%) interest annually on late payments, or the maximum amount allowed by law. Customer agrees to pay all Cummins' costs and expenses (including all reasonable attorneys' fees) related to Cummins' enforcement and collection of unpaid invoices, or any other enforcement of this Agreement by Cummins. Unless otherwise stated, the Quote excludes all applicable local, state, or federal sales and/or use or similar taxes which Cummins is required by applicable laws to collect from Customer and shall be stated on the invoice.

4. DELAYS. Any performance dates indicated in this Agreement are estimated and not guaranteed. Cummins shall not be liable for any delays in performance however occasioned, including any that result directly or indirectly from acts of Customer or causes beyond Cummins' control, including but not limited to acts of God, accidents, fire, explosions, flood, unusual weather conditions, acts of government authority, or labor disputes. AS A RESULT OF THE OUTBREAK OF THE DISEASE COVID-19 ARISING FROM THE NOVEL CORONAVIRUS, TEMPORARY DELAYS IN DELIVERY, LABOUR OR SERVICES FROM CUMMINS AND ITS SUB-SUPPLIERS OR SUBCONTRACTORS MAY OCCUR. AMONG OTHER FACTORS, CUMMINS' DELIVERY OBLIGATIONS ARE SUBJECT TO CORRECT AND PUNCTUAL SUPPLY FROM OUR SUB-SUPPLIERS OR SUBCONTRACTORS, AND CUMMINS RESERVES THE RIGHT TO MAKE PARTIAL DELIVERIES OR MODIFY ITS LABOUR OR SERVICE. WHILE CUMMINS SHALL MAKE EVERY COMMERCIALY REASONABLE EFFORT TO MEET THE DELIVERY, SERVICE OR COMPLETION OBLIGATIONS SET FORTH HEREIN, SUCH DATES ARE SUBJECT TO CHANGE.

5. WARRANTY. Cummins shall perform the Services in a reasonable and workmanlike manner. Parts and components supplied under this Agreement are governed by the express written manufacturer's limited warranty. No other warranty for parts or components is provided under this Agreement. All Services shall be free from defects in workmanship for a period of ninety (90) days after completion of Services. In the event of a warrantable defect in workmanship of Services supplied under this Agreement ('Warrantable Defect'), Cummins' obligation shall be solely limited to correcting the Warrantable Defect. Cummins shall correct the Warrantable Defect where (i) such Warrantable Defect becomes apparent to Customer during the warranty period; (ii) Cummins receives written notice of any Warrantable Defect within thirty (30) days following discovery by Customer; and (iii) Cummins has determined that there is a Warrantable Defect. Warrantable Defects remedied under this provision shall be subject to the remaining warranty period of the original warranty of the Services. New parts supplied during the remedy of Warrantable Defects are warranted for the balance of the warranty period still available from the original warranty of such parts. The remedies set forth in this Section 5 shall not be deemed to have failed of their essential purpose so long as Cummins is willing to correct defective Services or refund the purchase price therefor.

6. LIMITATIONS OF WARRANTIES AND LIABILITY. THE REMEDIES PROVIDED IN THE LIMITED WARRANTY AND THIS AGREEMENT ARE THE SOLE AND EXCLUSIVE WARRANTIES AND REMEDIES PROVIDED BY CUMMINS TO THE CUSTOMER UNDER THIS AGREEMENT. EXCEPT AS SET OUT IN THE WARRANTY AND THIS AGREEMENT, AND TO THE EXTENT PERMITTED BY LAW, CUMMINS EXPRESSLY DISCLAIMS ALL OTHER REPRESENTATIONS, WARRANTIES, ENDORSEMENTS, AND CONDITIONS OF ANY KIND, EXPRESS OR IMPLIED, INCLUDING, WITHOUT LIMITATION, ANY STATUTORY OR COMMON LAW IMPLIED REPRESENTATIONS, WARRANTIES AND CONDITIONS OF FITNESS FOR A PURPOSE OR MERCHANTABILITY. NOTWITHSTANDING ANY OTHER TERM OF THIS AGREEMENT, IN NO EVENT SHALL CUMMINS, ITS OFFICERS, DIRECTORS, EMPLOYEES, OR AGENTS BE LIABLE TO CUSTOMER OR ANY THIRD PARTY FOR ANY INDIRECT, INCIDENTAL, SPECIAL, PUNITIVE, OR CONSEQUENTIAL DAMAGES OF ANY KIND (INCLUDING WITHOUT LIMITATION DOWNTIME, LOSS OF PROFIT OR REVENUE, LOSS OF DATA, LOSS OF OPPORTUNITY, DAMAGE TO GOODWILL, AND DAMAGES CAUSED BY DELAYS) IN ANY WAY RELATED TO OR ARISING FROM CUMMINS' SUPPLY OF PARTS OR SERVICES UNDER THIS AGREEMENT. IN NO EVENT SHALL CUMMINS' LIABILITY TO CUSTOMER OR ANY THIRD PARTY CLAIMING DIRECTLY THROUGH CUSTOMER OR ON CUSTOMER'S BEHALF UNDER THIS AGREEMENT EXCEED THE TOTAL COST OF PARTS AND SERVICES SUPPLIED BY CUMMINS UNDER THIS AGREEMENT. BY ACCEPTANCE OF THIS AGREEMENT, CUSTOMER ACKNOWLEDGES CUSTOMER'S SOLE REMEDY AGAINST CUMMINS FOR ANY LOSS SHALL BE THE REMEDY PROVIDED HEREIN.

7. INDEMNITY. Customer shall indemnify, defend and hold harmless Cummins from and against any and all claims, actions, costs, expenses, damages and liabilities, including reasonable attorneys' fees, brought against or incurred by Cummins related to or arising out of this Agreement or the Services supplied under this Agreement (collectively, the 'Claims'), where such Claims were caused or contributed to by, in whole or in part, the acts, omissions, fault or negligence of the Customer. Customer shall present any Claims covered by this indemnity to its insurance carrier unless Cummins directs that the defense will be handled by Cummins' legal counsel at Customer's expense.

8. CONFIDENTIALITY. Each party shall keep confidential any information received from the other that is not generally known to the public and at the time of disclosure, would reasonably be understood by the receiving party to be proprietary or confidential, whether disclosed in oral, written, visual, electronic or other form, and which the receiving party (or agents) learns in connection with this Agreement including, but not limited to: (a) business plans, strategies, sales, projects and analyses; (b) financial information, pricing, and fee structures; (c) business processes, methods and models; (d) employee and supplier information; (e) specifications; and (f) the terms and conditions of this Agreement. Each party shall take necessary steps to ensure compliance with this provision by its employees and agents.

9. GOVERNING LAW. This Agreement and all matters arising hereunder shall be governed by and construed in accordance with the laws of the State of Indiana without giving effect to any choice or conflict of law provision. The parties agree that the courts of the State of Indiana shall have exclusive jurisdiction to settle any dispute or claim arising in connection with this Agreement.

10. INSURANCE. Upon Customer's request, Cummins will provide to Customer a Certificate of Insurance evidencing Cummins' relevant insurance coverage.

11. ASSIGNMENT. This Agreement shall be binding on the parties and their successors and assigns. Customer shall not assign this Agreement without the prior written consent of Cummins.

12. INTELLECTUAL PROPERTY. Any intellectual property rights created by either party, whether independently or jointly, in the course of the performance of this Agreement or otherwise related to Cummins pre-existing intellectual property or subject matter related thereto, shall be Cummins' property. Customer agrees to assign, and does hereby assign, all right, title, and interest to such intellectual property to Cummins. Any Cummins pre-existing intellectual property shall remain Cummins' property. Nothing in this Agreement shall be deemed to have given Customer a licence or any other rights to use any of the intellectual property rights of Cummins.

13. MISCELLANEOUS. Cummins shall be an independent contractor with respect to the Services performed under this Agreement. All notices under this Agreement shall be in writing and be delivered personally, mailed via first class certified or registered mail, or sent by a nationally recognized express courier service to the addresses set forth in the Quote. No amendment of this Agreement shall be valid unless it is writing and signed by the parties hereto. Failure of either party to require performance by the other party of any provision hereof shall in no way affect the right to require such performance at any time thereafter, nor shall the waiver by a party of a breach of any of the provisions hereof constitute a waiver of any succeeding breach. Any provision of this Agreement that is invalid or unenforceable shall not affect the validity or enforceability of the remaining terms hereof.

14. ON-CALL SERVICES. Upon Customer's request, Cummins shall provide on-call services (repair, emergency work or other) on the Equipment ('On-call Services'). Any On-call Services shall be invoiced to the Customer at the Cummins current hour rate (including traveling) and shall be governed by the terms and conditions of this Agreement.

15. PRICING. To the extent allowed by law, actual prices may vary from the price at the time of order placement, as the same will be based on prices prevailing on the date of shipment. Subject to local laws, Cummins reserves the right to adjust pricing on goods and services due to input and labor cost changes and other unforeseen circumstances beyond Cummins' control.

16. To the extent applicable, this contractor and subcontractor shall abide by the requirements of 41 CFR §§ 60-1.4(a), 60-300.5(a) and 60-741.5(a). These regulations prohibit discrimination against qualified individuals based on their status as protected veterans or individuals with disabilities and prohibit discrimination against all individuals based on their race, color, religion, sex, sexual orientation, gender identity or national origin. Moreover, these regulations require that covered prime contractors and subcontractors take affirmative action to employ and advance in employment individuals without regard to race, color, religion, sex, sexual orientation, gender identity, national origin, protected veteran status or disability. The employee notice requirements set forth in 29 CFR Part 471, Appendix A to Subpart A, are hereby incorporated by reference into this contract.

07.25.2022



## PLANNED MAINTENANCE AGREEMENT

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CITY OF MOBERLY 101 W REED ST Moberly, MO 65270	Contact: Emily Lute Phone: 660 269-9437 Fax: 660 263-4992 Cust Id: 146680	Quote Date: 17-OCT-22 Quote Expires: 17-OCT-23 Quote Num: 179595 Quoted By: Beau Cross Quote Term: 1 Year(s)

**\*\*\*Payment Info\*\*\***

Customers with a line of credit will be invoiced after the completion of service event unless requested otherwise. Customers without a line of credit including residential customers will be invoiced annually prior to services being performed.

PO# \_\_\_\_\_

Purchase order must be made out to Cummins Inc. or Cummins Sales and Service

W9 available upon request.

Please note our payment remit to address is:

P.O. Box 772639

Detroit, MI 48277-2639

For any questions regarding your account or additional sales opportunities:  
Andy Sizemore 816-518-3659 andy.sizemore@cummins.com

Unless otherwise noted, quote reflects services completed during regular business hours. Additional repairs will not be performed without customer's authorization.

PM customers receive a discounted labor rate on recommended repairs for units on this agreement.

<b>Standard Agreement Amount</b>	<b>\$26,595.35</b>
<b>Proposal Total</b>	<b>\$26,595.35</b>

THERE ARE ADDITIONAL CONTRACT TERMS AND CONDITIONS ON THE REVERSE SIDE OF THIS DOCUMENT, INCLUDING LIMITATIONS OF WARRANTIES AND LIABILITY, WHICH ARE EXPRESSLY INCORPORATED HEREIN. CUSTOMER ACKNOWLEDGES THAT THE CONTRACT TERMS AND CONDITIONS HAVE BEEN READ, FULLY UNDERSTOOD, AND ACCEPTED.

**Customer Approval** \_\_\_\_\_

**CUMMINS INC** \_\_\_\_\_

Signature: \_\_\_\_\_

Signature: \_\_\_\_\_

Date: \_\_\_\_\_

Date: \_\_\_\_\_

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6. LIMITATIONS OF WARRANTIES AND LIABILITY. THE REMEDIES PROVIDED IN THE LIMITED WARRANTY AND THIS AGREEMENT ARE THE SOLE AND EXCLUSIVE WARRANTIES AND REMEDIES PROVIDED BY CUMMINS TO THE CUSTOMER UNDER THIS AGREEMENT. EXCEPT AS SET OUT IN THE WARRANTY AND THIS AGREEMENT, AND TO THE EXTENT PERMITTED BY LAW, CUMMINS EXPRESSLY DISCLAIMS ALL OTHER REPRESENTATIONS, WARRANTIES, ENDORSEMENTS, AND CONDITIONS OF ANY KIND, EXPRESS OR IMPLIED, INCLUDING, WITHOUT LIMITATION, ANY STATUTORY OR COMMON LAW IMPLIED REPRESENTATIONS, WARRANTIES AND CONDITIONS OF FITNESS FOR A PURPOSE OR MERCHANTABILITY. NOTWITHSTANDING ANY OTHER TERM OF THIS AGREEMENT, IN NO EVENT SHALL CUMMINS, ITS OFFICERS, DIRECTORS, EMPLOYEES, OR AGENTS BE LIABLE TO CUSTOMER OR ANY THIRD PARTY FOR ANY INDIRECT, INCIDENTAL, SPECIAL, PUNITIVE, OR CONSEQUENTIAL DAMAGES OF ANY KIND (INCLUDING WITHOUT LIMITATION DOWNTIME, LOSS OF PROFIT OR REVENUE, LOSS OF DATA, LOSS OF OPPORTUNITY, DAMAGE TO GOODWILL, AND DAMAGES CAUSED BY DELAYS) IN ANY WAY RELATED TO OR ARISING FROM CUMMINS' SUPPLY OF PARTS OR SERVICES UNDER THIS AGREEMENT. IN NO EVENT SHALL CUMMINS' LIABILITY TO CUSTOMER OR ANY THIRD PARTY CLAIMING DIRECTLY THROUGH CUSTOMER OR ON CUSTOMER'S BEHALF UNDER THIS AGREEMENT EXCEED THE TOTAL COST OF PARTS AND SERVICES SUPPLIED BY CUMMINS UNDER THIS AGREEMENT. BY ACCEPTANCE OF THIS AGREEMENT, CUSTOMER ACKNOWLEDGES CUSTOMER'S SOLE REMEDY AGAINST CUMMINS FOR ANY LOSS SHALL BE THE REMEDY PROVIDED HEREIN.

7. INDEMNITY. Customer shall indemnify, defend and hold harmless Cummins from and against any and all claims, actions, costs, expenses, damages and liabilities, including reasonable attorneys' fees, brought against or incurred by Cummins related to or arising out of this Agreement or the Services supplied under this Agreement (collectively, the 'Claims'), where such Claims were caused or contributed to by, in whole or in part, the acts, omissions, fault or negligence of the Customer. Customer shall present any Claims covered by this indemnity to its insurance carrier unless Cummins directs that the defense will be handled by Cummins' legal counsel at Customer's expense.

8. CONFIDENTIALITY. Each party shall keep confidential any information received from the other that is not generally known to the public and at the time of disclosure, would reasonably be understood by the receiving party to be proprietary or confidential, whether disclosed in oral, written, visual, electronic or other form, and which the receiving party (or agents) learns in connection with this Agreement including, but not limited to: (a) business plans, strategies, sales, projects and analyses; (b) financial information, pricing, and fee structures; (c) business processes, methods and models; (d) employee and supplier information; (e) specifications; and (f) the terms and conditions of this Agreement. Each party shall take necessary steps to ensure compliance with this provision by its employees and agents.

9. GOVERNING LAW. This Agreement and all matters arising hereunder shall be governed by and construed in accordance with the laws of the State of Indiana without giving effect to any choice or conflict of law provision. The parties agree that the courts of the State of Indiana shall have exclusive jurisdiction to settle any dispute or claim arising in connection with this Agreement.

10. INSURANCE. Upon Customer's request, Cummins will provide to Customer a Certificate of Insurance evidencing Cummins' relevant insurance coverage.

11. ASSIGNMENT. This Agreement shall be binding on the parties and their successors and assigns. Customer shall not assign this Agreement without the prior written consent of Cummins.

12. INTELLECTUAL PROPERTY. Any intellectual property rights created by either party, whether independently or jointly, in the course of the performance of this Agreement or otherwise related to Cummins pre-existing intellectual property or subject matter related thereto, shall be Cummins' property. Customer agrees to assign, and does hereby assign, all right, title, and interest to such intellectual property to Cummins. Any Cummins pre-existing intellectual property shall remain Cummins' property. Nothing in this Agreement shall be deemed to have given Customer a licence or any other rights to use any of the intellectual property rights of Cummins.

13. MISCELLANEOUS. Cummins shall be an independent contractor with respect to the Services performed under this Agreement. All notices under this Agreement shall be in writing and be delivered personally, mailed via first class certified or registered mail, or sent by a nationally recognized express courier service to the addresses set forth in the Quote. No amendment of this Agreement shall be valid unless it is writing and signed by the parties hereto. Failure of either party to require performance by the other party of any provision hereof shall in no way affect the right to require such performance at any time thereafter, nor shall the waiver by a party of a breach of any of the provisions hereof constitute a waiver of any succeeding breach. Any provision of this Agreement that is invalid or unenforceable shall not affect the validity or enforceability of the remaining terms hereof.

14. ON-CALL SERVICES. Upon Customer's request, Cummins shall provide on-call services (repair, emergency work or other) on the Equipment ('On-call Services'). Any On-call Services shall be invoiced to the Customer at the Cummins current hour rate (including traveling) and shall be governed by the terms and conditions of this Agreement.

15. PRICING. To the extent allowed by law, actual prices may vary from the price at the time of order placement, as the same will be based on prices prevailing on the date of shipment. Subject to local laws, Cummins reserves the right to adjust pricing on goods and services due to input and labor cost changes and other unforeseen circumstances beyond Cummins' control.

16. To the extent applicable, this contractor and subcontractor shall abide by the requirements of 41 CFR §§ 60-1.4(a), 60-300.5(a) and 60-741.5(a). These regulations prohibit discrimination against qualified individuals based on their status as protected veterans or individuals with disabilities and prohibit discrimination against all individuals based on their race, color, religion, sex, sexual orientation, gender identity or national origin. Moreover, these regulations require that covered prime contractors and subcontractors take affirmative action to employ and advance in employment individuals without regard to race, color, religion, sex, sexual orientation, gender identity, national origin, protected veteran status or disability. The employee notice requirements set forth in 29 CFR Part 471, Appendix A to Subpart A, are hereby incorporated by reference into this contract.

07.25.2022

**Quote**



Martin Energy Group Services, LLC  
 PO BOX 729  
 Tipton, MO 65081  
 660-458-7000

**Order Number:** 0165312  
**Order Date:** 10/26/2021

**Salesperson:** Nelson Coblentz  
**Customer Number:** CASMO01

**Sold To:**  
 Cash Customer - MO  
 City Of Moberly  
 Need Customer Billing Address

**Ship To:**  
 City Of Moberly  
 W.W. Plant & Pump Stations  
 Moberly, MO 65270

**Confirm To:**

Customer P.O.	Ship VIA	F.O.B.	Terms
Moberly WW	MEGS TRUCK		Net 30 Days

Item Code	Unit	Ordered	Shipped	Back Order	Price	Amount
/MPMAZ4 PrevMaintAgree, 1Gen, Plan A; 7 Bridges RD Generac 300 KW	EA	1.00	0.00	0.00	618.0000	618.00
/MO PARTS Oil, Fuel & Oil filter Change; 7 Bridges RD Generac 300 KW	EA	1.00	0.00	0.00	780.0000	780.00
/MPMAZ4 PrevMaintAgree, 1Gen, Plan A; Bus 63 N Lift ST Cat 50 KW	EA	1.00	0.00	0.00	618.0000	401.70
/MO PARTS Oil, Fuel & Oil filter Change; Bus 63 N Lift ST Cat 50 KW	EA	1.00	0.00	0.00	190.0000	190.00
/MPMAZ4 PrevMaintAgree, 1Gen, Plan A; Darwood Circle Cummins 60 KW	EA	1.00	0.00	0.00	618.0000	401.70
/MO PARTS Oil, Fuel & Oil Filter Change; Darwood Circle Cummins 60 KW	EA	1.00	0.00	0.00	180.0000	180.00
/MPMAZ4 PrevMaintAgree, 1Gen, Plan A; Huntsville AVE. Generac 15 KW	EA	1.00	0.00	0.00	618.0000	370.80
/MO PARTS Oil & Filter Change; Huntsville AVE. Generac 15 KW	EA	1.00	0.00	0.00	60.0000	60.00
/MPMAZ4 PrevMaintAgree, 1Gen, Plan A; McKinsey St. LS. Cummins 100 KW	EA	1.00	0.00	0.00	618.0000	401.70
/MO PARTS Oil, Fuel & Oil Filter Change; McKinsey St. LS. Cummins 100 KW	EA	1.00	0.00	0.00	226.0000	226.00

Continued

**Quote**

WS #1.



Martin Energy Group Services, LLC  
 PO BOX 729  
 Tipton, MO 65081  
 660-458-7000

**Order Number:** 0165312  
**Order Date:** 10/26/2021

**Salesperson:** Nelson Coblenz  
**Customer Number:** CASMO01

**Sold To:**  
 Cash Customer - MO  
 City Of Moberly  
 Need Customer Billing Address

**Ship To:**  
 City Of Moberly  
 W.W. Plant & Pump Stations  
 Moberly, MO 65270

**Confirm To:**

Customer P.O.	Ship VIA	F.O.B.	Terms
Moberly WW	MEGS TRUCK		Net 30 Days

Item Code	Unit	Ordered	Shipped	Back Order	Price	Amount
/MPMAZ4 PrevMaintAgree, 1Gen, Plan A; NE Lift Station Cummins 125 KW	EA	1.00	0.00	0.00	618.0000	401.70
/MO PARTS Oil, Fuel & Oil Filter Change; NE Lift Station Cummins 125 KW	EA	1.00	0.00	0.00	264.0000	264.00
/MPMAZ4 PrevMaintAgree, 1Gen, Plan A; Rollings ST LS Kohler 250 KW	EA	1.00	0.00	0.00	618.0000	463.50
/MO PARTS Oil, Fuel & Oil Filter Change; Rollings ST LS Kohler 250 KW	EA	1.00	0.00	0.00	342.0000	342.00
/MPMAZ4 PrevMaintAgree, 1Gen, Plan A; Wastewater Plant Cummins 800 KW	EA	1.00	0.00	0.00	618.0000	618.00
/MO PARTS Oil, Fuel & Oil Filter Change; Wastewater Plant Cummins 800 KW	EA	1.00	0.00	0.00	964.0000	964.00
/MLABOR Labor Hourly Rate	HR	0.00	0.00	0.00	80.0000	0.00

All additional repairs approved by customer would be time + material  
 Discounted Prices on PM service is only valid for order of 2 or more PM services  
 10/17/22 Updated pricing for 2022, Quote is good for 3 Months  
**Preventive Maintenance Service can be Extended 4 Years With Price increase not to Exceed 4% Per Year**

**Please Remit PAYMENTS To:**  
**Martin Energy Group Services, LLC**  
**PO BOX 729**  
**Tipton, MO 65081**

Net Order:	6,683.10
Less Discount:	0.00
Freight:	0.00
Sales Tax:	0.00
<b>Order Total:</b>	<b>6,683.10</b>

Sale in accordance with Martin Energy Group Services, LLC Conditions of Sale.  
 1.5% per month Finance Charges may apply on overdue invoices.

# City of Moberly City Council Agenda Summary

Agenda Number: WS #2.  
 Department: Public Utilities  
 Date: November 7, 2022

**Agenda Item:** A Discussion Regarding The Purchase Of An Easement Machine For Public Utilities From Coe Equipment Inc.

**Summary:** Public Utilities maintains sewer collection lines throughout the Moberly. Access to these lines can be problematic, with some line and manhole locations out of reach of the existing truck-mounted jet rodding system. This self-propelled easement machine allows for access to the remaining locations that the vector truck cannot reach. This system will be used frequently within the sewer collection system to clear blockages, to clean collection system segments for evaluation necessary for rehabilitation or replacement, and to answer questions related to sewer backups, sanitary sewer overflows and to allow assessment of system condition. This purchase is being made utilizing Sourcewell, an organization that allows members to utilize discounts similar to “state bid.” The discount obtained through this group is \$6,253.70. Purchase price for this Vector Ace Easement Machine will be \$77,137.55 after discount, and is included in lieu of a replacement dump truck and vector (\$140,000) scheduled for ordering in the current year and initial payments for each to follow in FY 24 CIP budget.

**Recommended Action:** Direct staff to present a resolution for approval during the next scheduled council meeting.

**Fund Name:** Capital Improvement Plan, Distribution & Collection

**Account Number:** 301.112.5502

**Available Budget \$:** 220,000.00

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

# Coe Equipment Inc.

5953 Cherry Street, Rochester, IL 62563 ■ P. 217.498.7200 ■ F. 217.498.7205 ■ [www.coe-equipment.com](http://www.coe-equipment.com)

Serving Illinois & Missouri Since 1986 ■ All Sewer Cleaning & Vacuum Excavation Equipment

Coe Equipment, Inc. is pleased to submit a quotation for the equipment listed below.

## New Vactor Ace Easement Machine



City of Moberly  
101 W Reed St  
Moberly, MO 65270

## Contents

About Coe Equipment (Background, years in business and business team) .....	3
Location and Contacts .....	3
Item Description:.....	4
Total Delivered Price.....	5

## About Coe Equipment (Background, years in business and business team)

Coe Equipment Incorporated is a distributor of sewer cleaning and municipal equipment to cities and contractors throughout Illinois and Missouri. Our team includes over 115 years of combined experience, and over \$500,000 in parts availability. In addition to selling new and used equipment, we also repair all makes and models of sewer cleaning and vacuum equipment. Coe Equipment has been the Vactor Manufacturing, Inc. local manufacturer's representative for over 36 years, since 1986. Coe Equipment has four field technicians and three mechanics certified to work on Vactor equipment. Our warranty and service facility is located in Rochester, IL.

Vactor Manufacturing is the leading manufacturing of sewer cleaners and catch basin cleaners, jetters, industrial vacuum loaders and vacuum excavation equipment featuring innovative technology and custom-configurable designs. Originally founded in Chicago in 1911 as the Myers-Sherman Company, Vactor has been creating and perfecting sewer cleaning equipment for over 100 years. Vactor is located on 20 acres with 245,000 square feet of manufacturing space under one roof in Streator, Illinois and is ISO 9001:2008 and ISO 14001:2004 certified.

### Location and Contacts

Coe Equipment, Inc. is headquartered in Rochester, IL. Primary contact information for Coe Equipment is provided below:

Coe Equipment, Inc.

5953 Cherry Street

Rochester, IL 62563

Contact: Matt Freeze, Territory Field Representative

Phone: 217-899-7300

Fax: 217-498-7205

Email: [matt@coe-equipment.com](mailto:matt@coe-equipment.com)

Office hours: 7:30 AM – 6:00 PM, Monday - Friday

After office hours: Call cell phone to troubleshoot and schedule appointments outside of office hours.

## Item Description:

Vactor Ace Easement Machine manufactured by Vactor Manufacturing as per attached component list, including

### 2022 Vactor Ace Easement

- 9" Wide High Flotation Rubber Track Propel System with Independent Drive
- Pendant Adjustable Tracks 34.5"-46.5"
- 2 Speed Operation 1.4 MPH Low; 2.8 MPH High
- Electric Speed Controls
- Electric Pendant Control for Propel Functions
- 20.8 HP Honda Gas Engine, with Hour Meter
- Mechanical footage counter
- 4 Gal Hydraulic Reservoir With Premium Filtration
- High Performance Hydraulic Oil Cooler
- Hydraulic Pressure Gauge
- LED Lighting on Each Side of the Machine.
- Low Profile Design with Fixed Reel
- Direct Drive Hydraulically Powered Hose Reel with Manual Pivot Left and Right
- 600' Capacity Pivot Hose Reel, 500' x 1" Sewer Hose Rated at 2500PSI, 10' x 3/4" Leader Hose, Hydraulic Speed Control Valve
- Gated Manual Level Wind Guide
- Hydraulic Release Park Lock
- Reel Based Out Riggers with Manual Adjustments
- Standard Powder Coating
- White Paint, Shrouds and Black Reel
- Water Selector Valve for Water "On / Off"
- Pressure Relief Disk
- Manual
- 1 Year Vactor Warranty

Total Price

New Factory Price:	\$83,391.25
Sourcewell Member Discount, ID#94169:	-\$6,253.70
<b>**Total:</b>	<b>\$77,137.55</b>

Price includes delivery and on-site operator training.  
 Tax, Title and license are in addition to the unit price.  
*Price valid for 30 days.*  
 Payment Terms: NET

\*Proposal Notes:

1. Multiple unit orders will be identical to signed proposal. Changes or deviations to any unit of a multiple unit order will require a new signed proposal.
2. All prices quoted are in US Dollars unless otherwise noted.

This quotation becomes a contract for delivery and payment of the merchandise listed above only when signed by the Company and the customer or one of its officers.

\_\_\_\_\_  
 Customer

Coe Equipment, Inc.  
 Company

\_\_\_\_\_  
 Customer Representative

Matt Freeze  
 Company Representative:

\_\_\_\_\_  
 Date

August 30<sup>th</sup>, 2022  
 Date

# City of Moberly City Council Agenda Summary

Agenda Number: \_\_\_\_\_

WS #3.

Department: Community Development  
Date: November 7, 2022

**Agenda Item:** A Request For A Street Light To Be Installed Next To The Alley Adjacent To 213 Brinkerhoff Street.

**Summary:** We received a request to review and area for the possible placement of an additional streetlight near the alley adjacent to 213 Brinkerhoff. I have included a diagram of the location in question below. On the alley adjacent to 213 Brinkerhoff (highlighted in red box), the Northern most streetlight around this block exist at Brinkerhoff & Coates (top green dot) is facing to the North over Coates and is mostly obscured by tree foliage. The Southernmost streetlight around this block exist at Reed & Brinkerhoff (bottom green dot) is facing South over Reed and is significantly lower due to sharp elevation change from the alley in question down to Reed (see contours).

We typically don't like to space pole lights closer than 300', assuming there are no obstructions/topographic issues to impact them. As a result of the foliage, direction of existing lights in question and the elevation fluctuations, the light at this alley crossing is minimal to none.

Staff recommends contacting Ameren to determine if secondary power is available an existing pole on the East side of the alley, near where the Red dot is shown on the diagram below. If secondary power exists on that pole, I would recommend an additional street light be placed at that location with an extension arm significant enough to reach out to the NW over the intersection.

**Recommended**

**Action:** Review/Discussion.

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

**Carla Beal**

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**From:** Roy Chapman <paintman61rcl@hotmail.com>  
**Sent:** Tuesday, October 18, 2022 8:56 AM  
**To:** Carla Beal  
**Subject:** Request For Street Light.

I am writing in regard to a phone conversation I just had with you requesting a street light be put in on Brinkerhoff Street. My address is 213 Brinkerhoff and there is a pole across the street from me by the alley. There is a light on each end of the block but the middle of the street is so dark. This alley has so much shady traffic as in people on bicycles with backpacks, people walking with backpacks and more traffic than Morley Street. There is one other neighbor that would like the light as well and I can send her name upon request. If nothing else some sort of solar lighting or something to brighten up the intersection of the alley crossing Brinkerhoff. Thank you for your consideration.

Sincerely, Roy Chapman

Sent from Outlook



# City of Moberly City Council Agenda Summary

Agenda Number: \_\_\_\_\_ WS #4.

Department: Community Development  
Date: November 6, 2022

**Agenda Item:** Draft TAP Grant Agreement Between The City Of Moberly And MoDOT.

**Summary:** This is for construction of 2,662' of sidewalk and approaches along Route EE/E. Rollins, from Morley St. to Gratz-Brown. This project agreement is for an 80% Federal/20% City match, with the Federal amount not to exceed \$328,916.00. Total project cost is estimated at \$411,145.00, for a City Match of \$82,229.00. The match is proposed to be funded out of the Transportation Trust Fund.

**Recommended Action:** Direct staff to bring forward to November 21, 2022, regular meeting for final approval.

**Fund Name:** N/A

**Account Number:** N/A

**Available Budget \$:** N/A

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

CCO Form: FS25  
 Approved: 04/95 (MGB)  
 Revised: 03/17 (MWH)  
 Modified: 10/22 (MWH)

CFDA Number: 20.205  
 CFDA Title: Highway Planning and Construction  
 Award name/number: TAP – 4500 (210)  
 Award Year: FY 2022  
 Federal Agency: Federal Highway Administration, Department of Transportation

**MISSOURI HIGHWAYS AND TRANSPORTATION COMMISSION  
 TRANSPORTATION ENHANCEMENTS FUNDS  
 PROGRAM AGREEMENT**

THIS AGREEMENT is entered into by the Missouri Highways and Transportation Commission (hereinafter, "Commission") and City of Moberly (hereinafter, City).

WITNESSETH:

NOW, THEREFORE, in consideration of the mutual covenants, promises and representations in this Agreement, the parties agree as follows:

(1) PURPOSE: The United States Congress has authorized, in Infrastructure Investment and Jobs Act (IIJA), 23 U.S.C. §101, §106, §133, and §208, funds to be used for transportation enhancements activities. The purpose of this Agreement is to grant the use of such transportation enhancement funds to the City.

(2) LOCATION: The transportation enhancements funds which are the subject of this Agreement are for the project at the following location:

Construct approximately 2,662 feet of sidewalks on Route EE from Business 63 to Gratz-Brown Street.

The general location of the project is shown on attachment marked "Exhibit A" and incorporated herein by reference.

(3) REASONABLE PROGRESS POLICY: The project as described in this agreement is subject to the reasonable progress policy set forth in the Local Public Agency (LPA) Manual and the final deadline specified in Exhibit B attached hereto and incorporated herein by reference. In the event, the LPA Manual and the final deadline within Exhibit B conflict, the final deadline within Exhibit B controls. If the project is within a Transportation Management Area that has a reasonable progress policy in place, the

project is subject to that policy. If the project is withdrawn for not meeting reasonable progress, the City agrees to repay the Commission for any progress payments made to the City for the project and agrees that the Commission may deduct progress payments made to the City from future payments to the City. The City may not be eligible for future Transportation Enhancements Funds if the City does not meet the reasonable progress policy.

(4) INDEMNIFICATION :

(A) To the extent allowed or imposed by law, the City shall defend, indemnify and hold harmless the Commission, including its members and the Missouri Department of Transportation (MoDOT or Department) employees, from any claim or liability whether based on a claim for damages to real or personal property or to a person for any matter relating to or arising out of the City's wrongful or negligent performance of its obligations under this Agreement.

(B) The City will require any contractor procured by the City to work under this Agreement:

1. To obtain a no cost permit from the Commission's district engineer prior to working on the Commission's right-of-way, which shall be signed by an authorized contractor representative (a permit from the Commission's district engineer will not be required for work outside of the Commission's right-of-way); and

2. To carry commercial general liability insurance and commercial automobile liability insurance from a company authorized to issue insurance in Missouri, and to name the Commission, and MoDOT and its employees, as additional named insureds in amounts sufficient to cover the sovereign immunity limits for Missouri public entities as calculated by the Missouri Department of Insurance, Financial Institutions and Professional Registration, and published annually in the Missouri Register pursuant to Section 537.610, RSMo. The City shall cause insurer to increase the insurance amounts in accordance with those published annually in the Missouri Register pursuant to Section 537.610, RSMo.

(C) In no event shall the language of this Agreement constitute or be construed as a waiver or limitation for either party's rights or defenses with regard to each party's applicable sovereign, governmental, or official immunities and protections as provided by federal and state constitution or law.

(5) AMENDMENTS: Any change in this Agreement, whether by modification or supplementation, must be accomplished by a formal contract amendment signed and approved by the duly authorized representatives of the City and the Commission.

(6) COMMISSION REPRESENTATIVE: The Commission's District Engineer

is designated as the Commission's representative for the purpose of administering the provisions of this Agreement. The Commission's representative may designate by written notice other persons having the authority to act on behalf of the Commission in furtherance of the performance of this Agreement.

(7) NONDISCRIMINATION ASSURANCE: With regard to work under this Agreement, the City agrees as follows:

(A) Civil Rights Statutes: The City shall comply with all state and federal statutes relating to nondiscrimination, including but not limited to Title VI and Title VII of the Civil Rights Act of 1964, as amended (42 U.S.C. §2000d and §2000e, *et seq.*), as well as any applicable titles of the "Americans with Disabilities Act" (42 U.S.C. §12101, *et seq.*). In addition, if the City is providing services or operating programs on behalf of the Department or the Commission, it shall comply with all applicable provisions of Title II of the "Americans with Disabilities Act".

(B) Administrative Rules: The City shall comply with the administrative rules of the United States Department of Transportation relative to nondiscrimination in federally-assisted programs of the United States Department of Transportation (49 C.F.R. Part 21) which are herein incorporated by reference and made part of this Agreement.

(C) Nondiscrimination: The City shall not discriminate on grounds of the race, color, religion, creed, sex, disability, national origin, age or ancestry of any individual in the selection and retention of subcontractors, including procurement of materials and leases of equipment. The City shall not participate either directly or indirectly in the discrimination prohibited by 49 C.F.R. §21.5, including employment practices.

(D) Solicitations for Subcontracts, Including Procurements of Material and Equipment: These assurances concerning nondiscrimination also apply to subcontractors and suppliers of the City. These apply to all solicitations either by competitive bidding or negotiation made by the City for work to be performed under a subcontract including procurement of materials or equipment. Each potential subcontractor or supplier shall be notified by the City of the requirements of this Agreement relative to nondiscrimination on grounds of the race, color, religion, creed, sex, disability or national origin, age or ancestry of any individual.

(E) Information and Reports: The City shall provide all information and reports required by this Agreement, or orders and instructions issued pursuant thereto, and will permit access to its books, records, accounts, other sources of information, and its facilities as may be determined by the Commission or the United States Department of Transportation to be necessary to ascertain compliance with other contracts, orders and instructions. Where any information required of the City is in the exclusive possession of another who fails or refuses to furnish this information, the City shall so certify to the Commission or the United States Department of Transportation as appropriate and shall set forth what efforts it has made to obtain the information.

(F) Sanctions for Noncompliance: In the event the City fails to comply with the nondiscrimination provisions of this Agreement, the Commission shall impose such contract sanctions as it or the United States Department of Transportation may determine to be appropriate, including but not limited to:

- 1. Withholding of payments under this Agreement until the City complies; and/or
- 2. Cancellation, termination or suspension of this Agreement, in whole or in part, or both.

(G) Incorporation of Provisions: The City shall include the provisions of paragraph (7) of this Agreement in every subcontract, including procurements of materials and leases of equipment, unless exempted by the statutes, executive order, administrative rules or instructions issued by the Commission or the United States Department of Transportation. The City will take such action with respect to any subcontract or procurement as the Commission or the United States Department of Transportation may direct as a means of enforcing such provisions, including sanctions for noncompliance; provided that in the event the City becomes involved or is threatened with litigation with a subcontractor or supplier as a result of such direction, the City may request the United States to enter into such litigation to protect the interests of the United States.

(8) ASSIGNMENT: The City shall not assign, transfer or delegate any interest in this Agreement without the prior written consent of the Commission.

(9) LAW OF MISSOURI TO GOVERN: This Agreement shall be construed according to the laws of the State of Missouri. The City shall comply with all local, state and federal laws and regulations relating to the performance of this Agreement.

(10) CANCELLATION: The Commission may cancel this Agreement at any time for a material breach of contractual obligations by providing the City with written notice of cancellation. Should the Commission exercise its right to cancel this Agreement for such reasons, cancellation will become effective upon the date specified in the notice of cancellation sent to the City.

(11) ACCESS TO RECORDS: The City and its contractors must maintain all records relating to this Agreement, including but not limited to invoices, payrolls, etc. These records must be available at no charge to the Federal Highway Administration (FHWA) and the Commission and/or their designees or representatives during the period of this Agreement and any extension, and for a period of three (3) years after the date on which the City receives reimbursement of their final invoice from the Commission.

(12) FEDERAL-AID PROVISIONS: Because responsibility for the performance of all functions or work contemplated as part of this project is assumed by the City, and

the City may elect to construct part of the improvement contemplated by this Agreement with its own forces, a copy of Section II and Section III, as contained in the United States Department of Transportation Form FHWA 1273 "Required Contract Provisions, Federal-Aid Construction Contracts," is attached and made a part of this Agreement as Exhibit C. Wherever the term "the contractor" or words of similar import appear in these sections, the term "the City" is to be substituted. The City agrees to abide by and carry out the condition and obligations of "the contractor" as stated in Section II, Equal Opportunity, and Section III, Nonsegregated Facilities, as set out in Form FHWA 1273.

(13) ACQUISITION OF RIGHT OF WAY: With respect to the acquisition of right of way necessary for the completion of the project, City shall acquire any additional necessary right of way required for this project and in doing so agrees that it will comply with all applicable federal laws, rules and regulations, including 42 U.S.C. 4601-4655, the Uniform Relocation Assistance and Real Property Acquisition Act, as amended and any regulations promulgated in connection with the Act.

(14) MAINTENANCE OF DEVELOPMENT: The City shall maintain the herein contemplated improvements without any cost or expense to the Commission. All maintenance by the City shall be done for the safety of the general public and the esthetics of the area. In addition, if any sidewalk or bike trails are constructed on the Commission's right-of-way pursuant to this Agreement, the City shall inspect and maintain the sidewalk or bike trails constructed by this project in a condition reasonably safe to the public and, to the extent allowed by law, shall indemnify and hold the Commission harmless from any claims arising from the construction and maintenance of said sidewalk or bike trails. If the City fails to maintain the herein contemplated improvements, the Commission or its representatives, at the Commission's sole discretion shall notify the City in writing of the City's failure to maintain the improvement. If the City continues to fail in maintaining the improvement, the Commission may remove the herein contemplated improvement whether or not the improvement is located on the Commission's right of way. Any removal by the Commission shall be at the sole cost and expense of the City. Maintenance includes but is not limited to mowing and trimming between shrubs and other plantings that are part of the improvement.

(15) PLANS: The City shall prepare preliminary and final plans and specifications for the herein improvements. The plans and specifications shall be submitted to the Commission for the Commission's review and approval. The Commission has the discretion to require changes to any plans and specification prior to any approval by the Commission.

(16) REIMBURSEMENT: The cost of the contemplated improvements will be borne by the United States Government and by the City as follows:

(A) Any federal funds for project activities shall only be available for reimbursement of eligible costs which have been incurred by City. Any costs incurred by City prior to authorization from FHWA and notification to proceed from the Commission are **not** reimbursable costs. The federal share for this project will be 80 %

percent not to exceed three hundred twenty-eight thousand nine hundred sixteen dollars (\$328,916.00). The calculated federal share for seeking federal reimbursement of participating costs for the herein improvements will be determined by dividing the total federal funds applied to the project by the total participating costs. Any costs for the herein improvements which exceed any federal reimbursement or are not eligible for federal reimbursement shall be the sole responsibility of City. The Commission shall not be responsible for any costs associated with the herein improvement unless specifically identified in this Agreement or subsequent written amendments.

(17) PROGRESS PAYMENTS: The City may request progress payments be made for the herein improvements as work progresses but not more than once every two (2) weeks. Progress payments must be submitted monthly. The City shall repay any progress payments which involve ineligible costs.

(18) PROMPT PAYMENTS: Progress invoices submitted to MoDOT for reimbursement more than thirty (30) calendar days after the date of the vendor invoice shall also include documentation that the vendor was paid in full for the work identified in the progress invoice. Examples of proof of payment may include a letter or e-mail from the vendor, lien waiver or copies of cancelled checks. Reimbursement will not be made on these submittals until proof of payment is provided. Progress invoices submitted to MoDOT for reimbursement within thirty (30) calendar days of the date on the vendor invoice will be processed for reimbursement without proof of payment to the vendor. If the City has not paid the vendor prior to receiving reimbursement, the City must pay the vendor within two (2) business days of receipt of funds from MoDOT.

(19) PERMITS: The City shall secure any necessary approvals or permits from any federal or state agency as required for the completion of the herein improvements. If this improvement is on the right of way of the Commission, the City must secure a permit from the Commission prior to the start of any work on the right of way. The permits which may be required include, but are not limited to, environmental, architectural, historical or cultural requirements of federal or state law or regulation.

(20) INSPECTION OF IMPROVEMENTS AND RECORDS: The City shall assure that representatives of the Commission and FHWA shall have the privilege of inspecting and reviewing the work being done by the City's contractor and subcontractor on the herein project. The City shall also assure that its contractor, and all subcontractors, if any, maintain all books, documents, papers and other evidence pertaining to costs incurred in connection with the Transportation Enhancement Program Agreement, and make such materials available at such contractor's office at all reasonable times at no charge during this Agreement period, and for three (3) years from the date of final payment under this Agreement, for inspection by the Commission, FHWA or any authorized representatives of the Federal Government and the State of Missouri, and copies shall be furnished, upon request, to authorized representatives of the Commission, State, FHWA, or other Federal agencies.

(21) CREDIT FOR DONATIONS OF FUNDS, MATERIALS, OR SERVICES: A

person may offer to donate funds, materials or services in connection with this project. Any donated funds, or the fair market value of any donated materials or services that are accepted and incorporated into this project shall be credited according to 23 U.S.C. §323.

(22) DISADVANTAGED BUSINESS ENTERPRISES (DBE): The Commission will advise the City of any required goals for participation by DBEs to be included in the City's proposal for the work to be performed. The City shall submit for Commission approval a DBE goal or plan. The City shall comply with the plan or goal that is approved by the Commission and all requirements of 49 C.F.R. Part 26, as amended.

(23) VENUE: It is agreed by the parties that any action at law, suit in equity, or other judicial proceeding to enforce or construe this Agreement, or regarding its alleged breach, shall be instituted only in the Circuit Court of Cole County, Missouri.

(24) NOTICE TO BIDDERS: The City shall notify the prospective bidders that disadvantaged business enterprises shall be afforded full and affirmative opportunity to submit bids in response to the invitation and will not be discriminated against on grounds of race, color, sex, or national origin in consideration for an award.

(25) FINAL AUDIT: The Commission may, in its sole discretion, perform a final audit of project costs. The United States Government shall reimburse the City, through the Commission, any monies due. The City shall refund any overpayments as determined by the final audit.

(26) AUDIT REQUIREMENT: If the City expend(s) seven hundred fifty thousand dollars (\$750,000) or more in a year in federal financial assistance it is required to have an independent annual audit conducted in accordance with 2 CFR Part 200. A copy of the audit report shall be submitted to MoDOT within the earlier of thirty (30) days after receipt of the auditor's report(s), or nine (9) months after the end of the audit period. Subject to the requirements of 2 CFR Part 200, if the City expend(s) less than seven hundred fifty thousand dollars (\$750,000) a year, the City may be exempt from auditing requirements for that year but records must be available for review or audit by applicable state and federal authorities.

(27) FEDERAL FUNDING ACCOUNTABILITY AND TRANSPARENCY ACT OF 2006: The City shall comply with all reporting requirements of the Federal Funding Accountability and Transparency Act (FFATA) of 2006, as amended. This Agreement is subject to the award terms within 2 C.F.R. Part 170.

*[Remainder of Page Intentionally Left Blank]*

IN WITNESS WHEREOF, the parties have entered into this Agreement on the date last written below.

Executed by the City this \_\_\_\_ day of \_\_\_\_\_, 20\_\_.

Executed by the Commission this \_\_\_\_ day of \_\_\_\_\_, 20\_\_.

MISSOURI HIGHWAYS AND  
TRANSPORTATION COMMISSION

City of Moberly

\_\_\_\_\_

By \_\_\_\_\_

Title \_\_\_\_\_

Title \_\_\_\_\_

ATTEST:

ATTEST:

\_\_\_\_\_  
Secretary to the Commission

By \_\_\_\_\_

Title \_\_\_\_\_

Approved as to Form:

Approved as to Form:

\_\_\_\_\_  
Commission Counsel

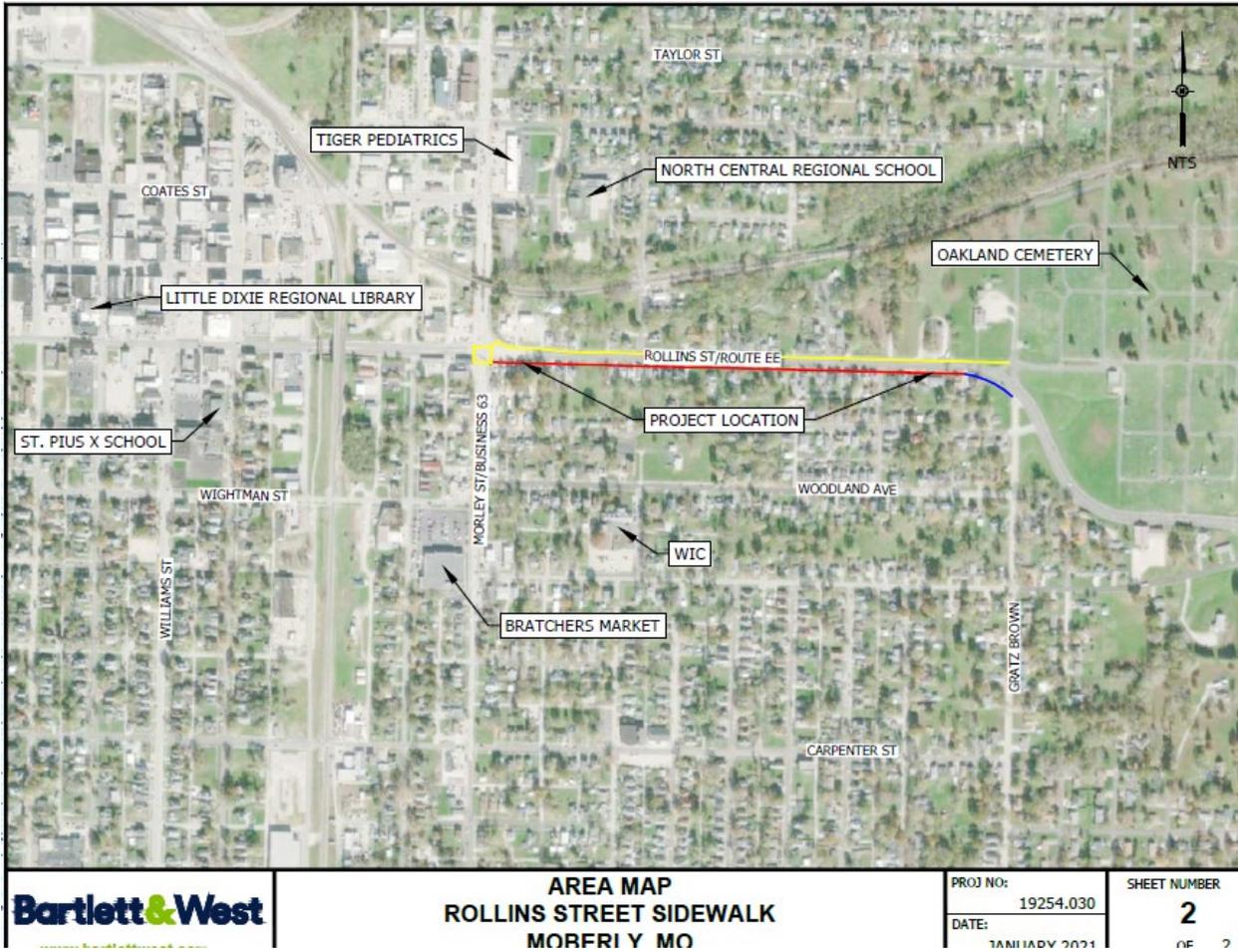
\_\_\_\_\_

Title \_\_\_\_\_

Ordinance No \_\_\_\_\_

### Exhibit A - Location of Project

City of Moberly



## Exhibit B – Project Schedule

Project Description: TAP 4500 (210)

Construct approximately 2,662 feet of sidewalks on Route EE from Business 63 to Gratz-Brown Street.

<b>Task</b>	<b>Date</b>
Date funding is made available or allocated to recipient	10/22/2022
Solicitation for Professional Engineering Services (advertised)	12/01/2022
Engineering Services Contract Approved	01/01/2023
Preliminary and Right-of-Way Plans Submittal (if Applicable)	11/01/2023
Plans, Specifications & Estimate (PS&E) Submittal	04/01/2024
Plans, Specifications & Estimate (PS&E) Approval	06/01/2024
Advertisement for Letting	08/01/2024
Bid Opening	09/01/2024
Construction Contract Award or Planning Study completed <b>(REQUIRED)</b>	10/01/2024

\*Note: the dates established in the schedule above will be used in the applicable ESC between the sponsor agency and consultant firm.

\*\*Schedule dates are approximate as the project schedule will be actively managed and issues mitigated through the project delivery process. The Award Date or Planning Study Date deliverable is not approximate and a Supplemental Agreement is required to modify this date.

Exhibit C - Required Contract Provisions  
Federal-Aid Construction Contracts

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**REQUIRED CONTRACT PROVISIONS  
FEDERAL-AID CONSTRUCTION CONTRACTS**

- I. General
- II. Nondiscrimination
- III. Non-segregated Facilities
- IV. Davis-Bacon and Related Act Provisions
- V. Contract Work Hours and Safety Standards Act Provisions
- VI. Subletting or Assigning the Contract
- VII. Safety: Accident Prevention
- VIII. False Statements Concerning Highway Projects
- IX. Implementation of Clean Air Act and Federal Water Pollution Control Act
- X. Certification Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion
- XI. Certification Regarding Use of Contract Funds for Lobbying
- XII. Use of United States-Flag Vessels:

**ATTACHMENTS**

A. Employment and Materials Preference for Appalachian Development Highway System or Appalachian Local Access Road Contracts (included in Appalachian contracts only)

**I. GENERAL**

1. Form FHWA-1273 must be physically incorporated in each construction contract funded under title 23, United States Code, as required in 23 CFR 633.102(b) (excluding emergency contracts solely intended for debris removal). The contractor (or subcontractor) must insert this form in each subcontract and further require its inclusion in all lower tier subcontracts (excluding purchase orders, rental agreements and other agreements for supplies or services). 23 CFR 633.102(e).

The applicable requirements of Form FHWA-1273 are incorporated by reference for work done under any purchase order, rental agreement or agreement for other services. The prime contractor shall be responsible for compliance by any subcontractor, lower-tier subcontractor or service provider. 23 CFR 633.102(e).

Form FHWA-1273 must be included in all Federal-aid design-build contracts, in all subcontracts and in lower tier subcontracts (excluding subcontracts for design services, purchase orders, rental agreements and other agreements for supplies or services) in accordance with 23 CFR 633.102. The design-builder shall be responsible for compliance by any subcontractor, lower-tier subcontractor or service provider.

Contracting agencies may reference Form FHWA-1273 in solicitation-for-bids or request-for-proposals documents, however, the Form FHWA-1273 must be physically incorporated (not referenced) in all contracts, subcontracts and lower-tier subcontracts (excluding purchase orders, rental agreements and other agreements for supplies or services related to a construction contract). 23 CFR 633.102(b).

2. Subject to the applicability criteria noted in the following sections, these contract provisions shall apply to all work

performed on the contract by the contractor's own organization and with the assistance of workers under the contractor's immediate superintendence and to all work performed on the contract by piecework, station work, or by subcontract. 23 CFR 633.102(d).

3. A breach of any of the stipulations contained in these Required Contract Provisions may be sufficient grounds for withholding of progress payments, withholding of final payment, termination of the contract, suspension / debarment or any other action determined to be appropriate by the contracting agency and FHWA.

4. Selection of Labor: During the performance of this contract, the contractor shall not use convict labor for any purpose within the limits of a construction project on a Federal-aid highway unless it is labor performed by convicts who are on parole, supervised release, or probation. 23 U.S.C. 114(b). The term Federal-aid highway does not include roadways functionally classified as local roads or rural minor collectors. 23 U.S.C. 101(a).

**II. NONDISCRIMINATION** (23 CFR 230.107(a); 23 CFR Part 230, Subpart A, Appendix A; EO 11246)

The provisions of this section related to 23 CFR Part 230, Subpart A, Appendix A are applicable to all Federal-aid construction contracts and to all related construction subcontracts of \$10,000 or more. The provisions of 23 CFR Part 230 are not applicable to material supply, engineering, or architectural service contracts.

In addition, the contractor and all subcontractors must comply with the following policies: Executive Order 11246, 41 CFR Part 60, 29 CFR Parts 1625-1627, 23 U.S.C. 140, Section 504 of the Rehabilitation Act of 1973, as amended (29 U.S.C. 794), Title VI of the Civil Rights Act of 1964, as amended (42 U.S.C. 2000d et seq.), and related regulations including 49 CFR Parts 21, 26, and 27; and 23 CFR Parts 200, 230, and 633.

The contractor and all subcontractors must comply with: the requirements of the Equal Opportunity Clause in 41 CFR 60-1.4(b) and, for all construction contracts exceeding \$10,000, the Standard Federal Equal Employment Opportunity Construction Contract Specifications in 41 CFR 60-4.3.

Note: The U.S. Department of Labor has exclusive authority to determine compliance with Executive Order 11246 and the policies of the Secretary of Labor including 41 CFR Part 60, and 29 CFR Parts 1625-1627. The contracting agency and the FHWA have the authority and the responsibility to ensure compliance with 23 U.S.C. 140, Section 504 of the Rehabilitation Act of 1973, as amended (29 U.S.C. 794), and Title VI of the Civil Rights Act of 1964, as amended (42 U.S.C. 2000d et seq.), and related regulations including 49 CFR Parts 21, 26, and 27; and 23 CFR Parts 200, 230, and 633.

The following provision is adopted from 23 CFR Part 230, Subpart A, Appendix A, with appropriate revisions to conform to the U.S. Department of Labor (US DOL) and FHWA requirements.

**1. Equal Employment Opportunity:** Equal Employment Opportunity (EEO) requirements not to discriminate and to take affirmative action to assure equal opportunity as set forth under laws, executive orders, rules, regulations (see 28 CFR Part 35, 29 CFR Part 1630, 29 CFR Parts 1625-1627, 41 CFR Part 60 and 49 CFR Part 27) and orders of the Secretary of Labor as modified by the provisions prescribed herein, and imposed pursuant to 23 U.S.C. 140, shall constitute the EEO and specific affirmative action standards for the contractor's project activities under this contract. The provisions of the Americans with Disabilities Act of 1990 (42 U.S.C. 12101 et seq.) set forth under 28 CFR Part 35 and 29 CFR Part 1630 are incorporated by reference in this contract. In the execution of this contract, the contractor agrees to comply with the following minimum specific requirement activities of EEO:

a. The contractor will work with the contracting agency and the Federal Government to ensure that it has made every good faith effort to provide equal opportunity with respect to all of its terms and conditions of employment and in their review of activities under the contract. 23 CFR 230.409 (g)(4) & (5).

b. The contractor will accept as its operating policy the following statement:

"It is the policy of this Company to assure that applicants are employed, and that employees are treated during employment, without regard to their race, religion, sex, sexual orientation, gender identity, color, national origin, age or disability. Such action shall include: 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, pre-apprenticeship, and/or on-the-job training."

**2. EEO Officer:** The contractor will designate and make known to the contracting officers an EEO Officer who will have the responsibility for and must be capable of effectively administering and promoting an active EEO program and who must be assigned adequate authority and responsibility to do so.

**3. Dissemination of Policy:** All members of the contractor's staff who are authorized to hire, supervise, promote, and discharge employees, or who recommend such action or are substantially involved in such action, will be made fully cognizant of and will implement the contractor's EEO policy and contractual responsibilities to provide EEO in each grade and classification of employment. To ensure that the above agreement will be met, the following actions will be taken as a minimum:

a. Periodic meetings of supervisory and personnel office employees will be conducted before the start of work and then not less often than once every six months, at which time the contractor's EEO policy and its implementation will be reviewed and explained. The meetings will be conducted by the EEO Officer or other knowledgeable company official.

b. All new supervisory or personnel office employees will be given a thorough indoctrination by the EEO Officer, covering all major aspects of the contractor's EEO obligations within thirty days following their reporting for duty with the contractor.

c. All personnel who are engaged in direct recruitment for the project will be instructed by the EEO Officer in the contractor's procedures for locating and hiring minorities and women.

d. Notices and posters setting forth the contractor's EEO policy will be placed in areas readily accessible to employees, applicants for employment and potential employees.

e. The contractor's EEO policy and the procedures to implement such policy will be brought to the attention of employees by means of meetings, employee handbooks, or other appropriate means.

**4. Recruitment:** When advertising for employees, the contractor will include in all advertisements for employees the notation: "An Equal Opportunity Employer." All such advertisements will be placed in publications having a large circulation among minorities and women in the area from which the project work force would normally be derived.

a. The contractor will, unless precluded by a valid bargaining agreement, conduct systematic and direct recruitment through public and private employee referral sources likely to yield qualified minorities and women. To meet this requirement, the contractor will identify sources of potential minority group employees and establish with such identified sources procedures whereby minority and women applicants may be referred to the contractor for employment consideration.

b. In the event the contractor has a valid bargaining agreement providing for exclusive hiring hall referrals, the contractor is expected to observe the provisions of that agreement to the extent that the system meets the contractor's compliance with EEO contract provisions. Where implementation of such an agreement has the effect of discriminating against minorities or women, or obligates the contractor to do the same, such implementation violates Federal nondiscrimination provisions.

c. The contractor will encourage its present employees to refer minorities and women as applicants for employment. Information and procedures with regard to referring such applicants will be discussed with employees.

**5. Personnel Actions:** Wages, working conditions, and employee benefits shall be established and administered, and personnel actions of every type, including hiring, upgrading, promotion, transfer, demotion, layoff, and termination, shall be taken without regard to race, color, religion, sex, sexual orientation, gender identity, national origin, age or disability. The following procedures shall be followed:

a. The contractor will conduct periodic inspections of project sites to ensure that working conditions and employee facilities do not indicate discriminatory treatment of project site personnel.

b. The contractor will periodically evaluate the spread of wages paid within each classification to determine any evidence of discriminatory wage practices.

c. The contractor will periodically review selected personnel actions in depth to determine whether there is evidence of discrimination. Where evidence is found, the contractor will promptly take corrective action. If the review indicates that the discrimination may extend beyond the actions reviewed, such corrective action shall include all affected persons.

d. The contractor will promptly investigate all complaints of alleged discrimination made to the contractor in connection with its obligations under this contract, will attempt to resolve such complaints, and will take appropriate corrective action

within a reasonable time. If the investigation indicates that the discrimination may affect persons other than the complainant, such corrective action shall include such other persons. Upon completion of each investigation, the contractor will inform every complainant of all of their avenues of appeal.

#### **6. Training and Promotion:**

a. The contractor will assist in locating, qualifying, and increasing the skills of minorities and women who are applicants for employment or current employees. Such efforts should be aimed at developing full journey level status employees in the type of trade or job classification involved.

b. Consistent with the contractor's work force requirements and as permissible under Federal and State regulations, the contractor shall make full use of training programs (i.e., apprenticeship and on-the-job training programs for the geographical area of contract performance). In the event a special provision for training is provided under this contract, this subparagraph will be superseded as indicated in the special provision. The contracting agency may reserve training positions for persons who receive welfare assistance in accordance with 23 U.S.C. 140(a).

c. The contractor will advise employees and applicants for employment of available training programs and entrance requirements for each.

d. The contractor will periodically review the training and promotion potential of employees who are minorities and women and will encourage eligible employees to apply for such training and promotion.

**7. Unions:** If the contractor relies in whole or in part upon unions as a source of employees, the contractor will use good faith efforts to obtain the cooperation of such unions to increase opportunities for minorities and women. 23 CFR 230.409. Actions by the contractor, either directly or through a contractor's association acting as agent, will include the procedures set forth below:

a. The contractor will use good faith efforts to develop, in cooperation with the unions, joint training programs aimed toward qualifying more minorities and women for membership in the unions and increasing the skills of minorities and women so that they may qualify for higher paying employment.

b. The contractor will use good faith efforts to incorporate an EEO clause into each union agreement to the end that such union will be contractually bound to refer applicants without regard to their race, color, religion, sex, sexual orientation, gender identity, national origin, age, or disability.

c. The contractor is to obtain information as to the referral practices and policies of the labor union except that to the extent such information is within the exclusive possession of the labor union and such labor union refuses to furnish such information to the contractor, the contractor shall so certify to the contracting agency and shall set forth what efforts have been made to obtain such information.

d. In the event the union is unable to provide the contractor with a reasonable flow of referrals within the time limit set forth in the collective bargaining agreement, the contractor will, through independent recruitment efforts, fill the employment vacancies without regard to race, color, religion, sex, sexual orientation, gender identity, national origin, age, or disability; making full efforts to obtain qualified and/or qualifiable minorities and women. The failure of a union to provide

sufficient referrals (even though it is obligated to provide exclusive referrals under the terms of a collective bargaining agreement) does not relieve the contractor from the requirements of this paragraph. In the event the union referral practice prevents the contractor from meeting the obligations pursuant to Executive Order 11246, as amended, and these special provisions, such contractor shall immediately notify the contracting agency.

**8. Reasonable Accommodation for Applicants / Employees with Disabilities:** The contractor must be familiar with the requirements for and comply with the Americans with Disabilities Act and all rules and regulations established thereunder. Employers must provide reasonable accommodation in all employment activities unless to do so would cause an undue hardship.

**9. Selection of Subcontractors, Procurement of Materials and Leasing of Equipment:** The contractor shall not discriminate on the grounds of race, color, religion, sex, sexual orientation, gender identity, national origin, age, or disability in the selection and retention of subcontractors, including procurement of materials and leases of equipment. The contractor shall take all necessary and reasonable steps to ensure nondiscrimination in the administration of this contract.

a. The contractor shall notify all potential subcontractors, suppliers, and lessors of their EEO obligations under this contract.

b. The contractor will use good faith efforts to ensure subcontractor compliance with their EEO obligations.

#### **10. Assurances Required:**

a. The requirements of 49 CFR Part 26 and the State DOT's FHWA-approved Disadvantaged Business Enterprise (DBE) program are incorporated by reference.

b. The contractor, subrecipient or subcontractor shall not discriminate on the basis of race, color, national origin, or sex in the performance of this contract. The contractor shall carry out applicable requirements of 49 CFR part 26 in the award and administration of DOT-assisted contracts. Failure by the contractor to carry out these requirements is a material breach of this contract, which may result in the termination of this contract or such other remedy as the recipient deems appropriate, which may include, but is not limited to:

- (1) Withholding monthly progress payments;
- (2) Assessing sanctions;
- (3) Liquidated damages; and/or
- (4) Disqualifying the contractor from future bidding as non-responsible.

c. The Title VI and nondiscrimination provisions of U.S. DOT Order 1050.2A at Appendixes A and E are incorporated by reference. 49 CFR Part 21.

**11. Records and Reports:** The contractor shall keep such records as necessary to document compliance with the EEO requirements. Such records shall be retained for a period of three years following the date of the final payment to the contractor for all contract work and shall be available at reasonable times and places for inspection by authorized representatives of the contracting agency and the FHWA.

a. The records kept by the contractor shall document the following:

(1) The number and work hours of minority and non-minority group members and women employed in each work classification on the project;

(2) The progress and efforts being made in cooperation with unions, when applicable, to increase employment opportunities for minorities and women; and

(3) The progress and efforts being made in locating, hiring, training, qualifying, and upgrading minorities and women.

b. The contractors and subcontractors will submit an annual report to the contracting agency each July for the duration of the project indicating the number of minority, women, and non-minority group employees currently engaged in each work classification required by the contract work. This information is to be reported on [Form FHWA-1391](#). The staffing data should represent the project work force on board in all or any part of the last payroll period preceding the end of July. If on-the-job training is being required by special provision, the contractor will be required to collect and report training data. The employment data should reflect the work force on board during all or any part of the last payroll period preceding the end of July.

**III. NONSEGREGATED FACILITIES**

This provision is applicable to all Federal-aid construction contracts and to all related construction subcontracts of more than \$10,000. 41 CFR 60-1.5.

As prescribed by 41 CFR 60-1.8, the contractor must ensure that facilities provided for employees are provided in such a manner that segregation on the basis of race, color, religion, sex, sexual orientation, gender identity, or national origin cannot result. The contractor may neither require such segregated use by written or oral policies nor tolerate such use by employee custom. The contractor's obligation extends further to ensure that its employees are not assigned to perform their services at any location under the contractor's control where the facilities are segregated. The term "facilities" includes waiting rooms, work areas, restaurants and other eating areas, time clocks, restrooms, washrooms, locker rooms and other storage or dressing areas, parking lots, drinking fountains, recreation or entertainment areas, transportation, and housing provided for employees. The contractor shall provide separate or single-user restrooms and necessary dressing or sleeping areas to assure privacy between sexes.

**IV. DAVIS-BACON AND RELATED ACT PROVISIONS**

This section is applicable to all Federal-aid construction projects exceeding \$2,000 and to all related subcontracts and lower-tier subcontracts (regardless of subcontract size), in accordance with 29 CFR 5.5. The requirements apply to all projects located within the right-of-way of a roadway that is functionally classified as Federal-aid highway. 23 U.S.C. 113. This excludes roadways functionally classified as local roads or rural minor collectors, which are exempt. 23 U.S.C. 101. Where applicable law requires that projects be treated as a project on a Federal-aid highway, the provisions of this subpart will apply regardless of the location of the project. Examples include: Surface Transportation Block Grant Program projects funded under 23 U.S.C. 133 [excluding recreational trails projects], the Nationally Significant Freight and Highway

Projects funded under 23 U.S.C. 117, and National Highway Freight Program projects funded under 23 U.S.C. 167.

The following provisions are from the U.S. Department of Labor regulations in 29 CFR 5.5 "Contract provisions and related matters" with minor revisions to conform to the FHWA-1273 format and FHWA program requirements.

**1. Minimum wages (29 CFR 5.5)**

a. All laborers and mechanics employed or working upon the site of the work, will be paid unconditionally and not less often than once a week, and without subsequent deduction or rebate on any account (except such payroll deductions as are permitted by regulations issued by the Secretary of Labor under the Copeland Act (29 CFR part 3)), the full amount of wages and bona fide fringe benefits (or cash equivalents thereof) due at time of payment computed at rates not less than those contained in the wage determination of the Secretary of Labor which is attached hereto and made a part hereof, regardless of any contractual relationship which may be alleged to exist between the contractor and such laborers and mechanics.

Contributions made or costs reasonably anticipated for bona fide fringe benefits under section 1(b)(2) of the Davis-Bacon Act on behalf of laborers or mechanics are considered wages paid to such laborers or mechanics, subject to the provisions of paragraph 1.d. of this section; also, regular contributions made or costs incurred for more than a weekly period (but not less often than quarterly) under plans, funds, or programs which cover the particular weekly period, are deemed to be constructively made or incurred during such weekly period. Such laborers and mechanics shall be paid the appropriate wage rate and fringe benefits on the wage determination for the classification of work actually performed, without regard to skill, except as provided in 29 CFR 5.5(a)(4). Laborers or mechanics performing work in more than one classification may be compensated at the rate specified for each classification for the time actually worked therein: Provided, That the employer's payroll records accurately set forth the time spent in each classification in which work is performed. The wage determination (including any additional classification and wage rates conformed under paragraph 1.b. of this section) and the Davis-Bacon poster (WH-1321) shall be posted at all times by the contractor and its subcontractors at the site of the work in a prominent and accessible place where it can be easily seen by the workers.

b.(1) The contracting officer shall require that any class of laborers or mechanics, including helpers, which is not listed in the wage determination and which is to be employed under the contract shall be classified in conformance with the wage determination. The contracting officer shall approve an additional classification and wage rate and fringe benefits therefore only when the following criteria have been met:

(i) The work to be performed by the classification requested is not performed by a classification in the wage determination; and

(ii) The classification is utilized in the area by the construction industry; and

(iii) The proposed wage rate, including any bona fide fringe benefits, bears a reasonable relationship to the wage rates contained in the wage determination.

(2) If the contractor and the laborers and mechanics to be employed in the classification (if known), or their representatives, and the contracting officer agree on the classification and wage rate (including the amount designated for fringe benefits where appropriate), a report of the action taken shall be sent by the contracting officer to the Administrator of the Wage and Hour Division, U.S. Department of Labor, Washington, DC 20210. The Administrator, or an authorized representative, will approve, modify, or disapprove every additional classification action within 30 days of receipt and so advise the contracting officer or will notify the contracting officer within the 30-day period that additional time is necessary.

(3) In the event the contractor, the laborers or mechanics to be employed in the classification or their representatives, and the contracting officer do not agree on the proposed classification and wage rate (including the amount designated for fringe benefits, where appropriate), the contracting officer shall refer the questions, including the views of all interested parties and the recommendation of the contracting officer, to the Administrator for determination. The Administrator, or an authorized representative, will issue a determination within 30 days of receipt and so advise the contracting officer or will notify the contracting officer within the 30-day period that additional time is necessary.

(4) The wage rate (including fringe benefits where appropriate) determined pursuant to paragraphs 1.b.(2) or 1.b.(3) of this section, shall be paid to all workers performing work in the classification under this contract from the first day on which work is performed in the classification.

c. Whenever the minimum wage rate prescribed in the contract for a class of laborers or mechanics includes a fringe benefit which is not expressed as an hourly rate, the contractor shall either pay the benefit as stated in the wage determination or shall pay another bona fide fringe benefit or an hourly cash equivalent thereof.

d. If the contractor does not make payments to a trustee or other third person, the contractor may consider as part of the wages of any laborer or mechanic the amount of any costs reasonably anticipated in providing bona fide fringe benefits under a plan or program, Provided, That the Secretary of Labor has found, upon the written request of the contractor, that the applicable standards of the Davis-Bacon Act have been met. The Secretary of Labor may require the contractor to set aside in a separate account assets for the meeting of obligations under the plan or program.

**2. Withholding (29 CFR 5.5)**

The contracting agency shall upon its own action or upon written request of an authorized representative of the Department of Labor, withhold or cause to be withheld from the contractor under this contract, or any other Federal contract with the same prime contractor, or any other federally-assisted contract subject to Davis-Bacon prevailing wage requirements, which is held by the same prime contractor, so much of the accrued payments or advances as may be considered necessary to pay laborers and mechanics,

including apprentices, trainees, and helpers, employed by the contractor or any subcontractor the full amount of wages required by the contract. In the event of failure to pay any laborer or mechanic, including any apprentice, trainee, or helper, employed or working on the site of the work, all or part of the wages required by the contract, the contracting agency may, after written notice to the contractor, take such action as may be necessary to cause the suspension of any further payment, advance, or guarantee of funds until such violations have ceased.

**3. Payrolls and basic records (29 CFR 5.5)**

a. Payrolls and basic records relating thereto shall be maintained by the contractor during the course of the work and preserved for a period of three years thereafter for all laborers and mechanics working at the site of the work. Such records shall contain the name, address, and social security number of each such worker, his or her correct classification, hourly rates of wages paid (including rates of contributions or costs anticipated for bona fide fringe benefits or cash equivalents thereof of the types described in section 1(b)(2)(B) of the Davis-Bacon Act), daily and weekly number of hours worked, deductions made and actual wages paid. Whenever the Secretary of Labor has found under 29 CFR 5.5(a)(1)(iv) that the wages of any laborer or mechanic include the amount of any costs reasonably anticipated in providing benefits under a plan or program described in section 1(b)(2)(B) of the Davis-Bacon Act, the contractor shall maintain records which show that the commitment to provide such benefits is enforceable, that the plan or program is financially responsible, and that the plan or program has been communicated in writing to the laborers or mechanics affected, and records which show the costs anticipated or the actual cost incurred in providing such benefits. Contractors employing apprentices or trainees under approved programs shall maintain written evidence of the registration of apprenticeship programs and certification of trainee programs, the registration of the apprentices and trainees, and the ratios and wage rates prescribed in the applicable programs.

b.(1) The contractor shall submit weekly for each week in which any contract work is performed a copy of all payrolls to the contracting agency. The payrolls submitted shall set out accurately and completely all of the information required to be maintained under 29 CFR 5.5(a)(3)(i), except that full social security numbers and home addresses shall not be included on weekly transmittals. Instead the payrolls shall only need to include an individually identifying number for each employee (e.g., the last four digits of the employee's social security number). The required weekly payroll information may be submitted in any form desired. Optional Form WH-347 is available for this purpose from the Wage and Hour Division Web site. The prime contractor is responsible for the submission of copies of payrolls by all subcontractors. Contractors and subcontractors shall maintain the full social security number and current address of each covered worker, and shall provide them upon request to the contracting agency for transmission to the State DOT, the FHWA or the Wage and Hour Division of the Department of Labor for purposes of an investigation or audit of compliance with prevailing wage requirements. It is not a violation of this section for a prime contractor to require a subcontractor to provide addresses and social security numbers to the prime contractor for its own records, without weekly submission to the contracting agency.

(2) Each payroll submitted shall be accompanied by a "Statement of Compliance," signed by the contractor or

subcontractor or his or her agent who pays or supervises the payment of the persons employed under the contract and shall certify the following:

- (i) That the payroll for the payroll period contains the information required to be provided under 29 CFR 5.5(a)(3)(ii), the appropriate information is being maintained under 29 CFR 5.5(a)(3)(i), and that such information is correct and complete;
- (ii) That each laborer or mechanic (including each helper, apprentice, and trainee) employed on the contract during the payroll period has been paid the full weekly wages earned, without rebate, either directly or indirectly, and that no deductions have been made either directly or indirectly from the full wages earned, other than permissible deductions as set forth in 29 CFR part 3;
- (iii) That each laborer or mechanic has been paid not less than the applicable wage rates and fringe benefits or cash equivalents for the classification of work performed, as specified in the applicable wage determination incorporated into the contract.

(3) The weekly submission of a properly executed certification set forth on the reverse side of Optional Form WH-347 shall satisfy the requirement for submission of the "Statement of Compliance" required by paragraph 3.b.(2) of this section.

(4) The falsification of any of the above certifications may subject the contractor or subcontractor to civil or criminal prosecution under 18 U.S.C. 1001 and 31 U.S.C. 231.

c. The contractor or subcontractor shall make the records required under paragraph 3.a. of this section available for inspection, copying, or transcription by authorized representatives of the contracting agency, the State DOT, the FHWA, or the Department of Labor, and shall permit such representatives to interview employees during working hours on the job. If the contractor or subcontractor fails to submit the required records or to make them available, the FHWA may, after written notice to the contractor, the contracting agency or the State DOT, take such action as may be necessary to cause the suspension of any further payment, advance, or guarantee of funds. Furthermore, failure to submit the required records upon request or to make such records available may be grounds for debarment action pursuant to 29 CFR 5.12.

**4. Apprentices and trainees (29 CFR 5.5)**

**a. Apprentices (programs of the USDOL).**

Apprentices will be permitted to work at less than the predetermined rate for the work they performed when they are employed pursuant to and individually registered in a bona fide apprenticeship program registered with the U.S. Department of Labor, Employment and Training Administration, Office of Apprenticeship Training, Employer and Labor Services, or with a State Apprenticeship Agency recognized by the Office, or if a person is employed in his or her first 90 days of probationary employment as an apprentice in such an apprenticeship program, who is not individually registered in the program, but who has been certified by the Office of Apprenticeship Training, Employer and Labor Services or a State

Apprenticeship Agency (where appropriate) to be eligible for probationary employment as an apprentice.

The allowable ratio of apprentices to journeymen on the job site in any craft classification shall not be greater than the ratio permitted to the contractor as to the entire work force under the registered program. Any worker listed on a payroll at an apprentice wage rate, who is not registered or otherwise employed as stated above, shall be paid not less than the applicable wage rate on the wage determination for the classification of work actually performed. In addition, any apprentice performing work on the job site in excess of the ratio permitted under the registered program shall be paid not less than the applicable wage rate on the wage determination for the work actually performed. Where a contractor is performing construction on a project in a locality other than that in which its program is registered, the ratios and wage rates (expressed in percentages of the journeyman's hourly rate) specified in the contractor's or subcontractor's registered program shall be observed.

Every apprentice must be paid at not less than the rate specified in the registered program for the apprentice's level of progress, expressed as a percentage of the journeymen hourly rate specified in the applicable wage determination. Apprentices shall be paid fringe benefits in accordance with the provisions of the apprenticeship program. If the apprenticeship program does not specify fringe benefits, apprentices must be paid the full amount of fringe benefits listed on the wage determination for the applicable classification. If the Administrator determines that a different practice prevails for the applicable apprentice classification, fringes shall be paid in accordance with that determination.

In the event the Office of Apprenticeship Training, Employer and Labor Services, or a State Apprenticeship Agency recognized by the Office, withdraws approval of an apprenticeship program, the contractor will no longer be permitted to utilize apprentices at less than the applicable predetermined rate for the work performed until an acceptable program is approved.

**b. Trainees (programs of the USDOL).**

Except as provided in 29 CFR 5.16, trainees will not be permitted to work at less than the predetermined rate for the work performed unless they are employed pursuant to and individually registered in a program which has received prior approval, evidenced by formal certification by the U.S. Department of Labor, Employment and Training Administration.

The ratio of trainees to journeymen on the job site shall not be greater than permitted under the plan approved by the Employment and Training Administration.

Every trainee must be paid at not less than the rate specified in the approved program for the trainee's level of progress, expressed as a percentage of the journeyman hourly rate specified in the applicable wage determination. Trainees shall be paid fringe benefits in accordance with the provisions of the trainee program. If the trainee program does not mention fringe benefits, trainees shall be paid the full amount of fringe benefits listed on the wage determination unless the Administrator of the Wage and Hour Division determines that there is an apprenticeship program associated with the

corresponding journeyman wage rate on the wage determination which provides for less than full fringe benefits for apprentices. Any employee listed on the payroll at a trainee rate who is not registered and participating in a training plan approved by the Employment and Training Administration shall be paid not less than the applicable wage rate on the wage determination for the classification of work actually performed. In addition, any trainee performing work on the job site in excess of the ratio permitted under the registered program shall be paid not less than the applicable wage rate on the wage determination for the work actually performed.

In the event the Employment and Training Administration withdraws approval of a training program, the contractor will no longer be permitted to utilize trainees at less than the applicable predetermined rate for the work performed until an acceptable program is approved.

c. Equal employment opportunity. The utilization of apprentices, trainees and journeymen under this part shall be in conformity with the equal employment opportunity requirements of Executive Order 11246, as amended, and 29 CFR part 30.

d. Apprentices and Trainees (programs of the U.S. DOT).

Apprentices and trainees working under apprenticeship and skill training programs which have been certified by the Secretary of Transportation as promoting EEO in connection with Federal-aid highway construction programs are not subject to the requirements of paragraph 4 of this Section IV. 23 CFR 230.111(e)(2). The straight time hourly wage rates for apprentices and trainees under such programs will be established by the particular programs. The ratio of apprentices and trainees to journeymen shall not be greater than permitted by the terms of the particular program.

**5. Compliance with Copeland Act requirements.** The contractor shall comply with the requirements of 29 CFR part 3, which are incorporated by reference in this contract as provided in 29 CFR 5.5.

**6. Subcontracts.** The contractor or subcontractor shall insert Form FHWA-1273 in any subcontracts and also require the subcontractors to include Form FHWA-1273 in any lower tier subcontracts. The prime contractor shall be responsible for the compliance by any subcontractor or lower tier subcontractor with all the contract clauses in 29 CFR 5.5.

**7. Contract termination: debarment.** A breach of the contract clauses in 29 CFR 5.5 may be grounds for termination of the contract, and for debarment as a contractor and a subcontractor as provided in 29 CFR 5.12.

**8. Compliance with Davis-Bacon and Related Act requirements.** All rulings and interpretations of the Davis-Bacon and Related Acts contained in 29 CFR parts 1, 3, and 5 are herein incorporated by reference in this contract as provided in 29 CFR 5.5.

**9. Disputes concerning labor standards.** As provided in 29 CFR 5.5, disputes arising out of the labor standards provisions of this contract shall not be subject to the general disputes clause of this contract. Such disputes shall be resolved in accordance with the procedures of the Department of Labor

set forth in 29 CFR parts 5, 6, and 7. Disputes within the meaning of this clause include disputes between the contractor (or any of its subcontractors) and the contracting agency, the U.S. Department of Labor, or the employees or their representatives.

#### **10. Certification of eligibility (29 CFR 5.5)**

a. By entering into this contract, the contractor certifies that neither it (nor he or she) nor any person or firm who has an interest in the contractor's firm is a person or firm ineligible to be awarded Government contracts by virtue of section 3(a) of the Davis-Bacon Act or 29 CFR 5.12(a)(1).

b. No part of this contract shall be subcontracted to any person or firm ineligible for award of a Government contract by virtue of section 3(a) of the Davis-Bacon Act or 29 CFR 5.12(a)(1).

c. The penalty for making false statements is prescribed in the U.S. Criminal Code, 18 U.S.C. 1001.

#### **V. CONTRACT WORK HOURS AND SAFETY STANDARDS ACT**

Pursuant to 29 CFR 5.5(b), the following clauses apply to any Federal-aid construction contract in an amount in excess of \$100,000 and subject to the overtime provisions of the Contract Work Hours and Safety Standards Act. These clauses shall be inserted in addition to the clauses required by 29 CFR 5.5(a) or 29 CFR 4.6. As used in this paragraph, the terms laborers and mechanics include watchmen and guards.

**1. Overtime requirements.** No contractor or subcontractor contracting for any part of the contract work which may require or involve the employment of laborers or mechanics shall require or permit any such laborer or mechanic in any workweek in which he or she is employed on such work to work in excess of forty hours in such workweek unless such laborer or mechanic receives compensation at a rate not less than one and one-half times the basic rate of pay for all hours worked in excess of forty hours in such workweek. 29 CFR 5.5.

**2. Violation; liability for unpaid wages; liquidated damages.** In the event of any violation of the clause set forth in paragraph 1 of this section, the contractor and any subcontractor responsible therefor shall be liable for the unpaid wages. In addition, such contractor and subcontractor shall be liable to the United States (in the case of work done under contract for the District of Columbia or a territory, to such District or to such territory), for liquidated damages. Such liquidated damages shall be computed with respect to each individual laborer or mechanic, including watchmen and guards, employed in violation of the clause set forth in paragraph 1 of this section, in the sum currently provided in 29 CFR 5.5(b)(2)\* for each calendar day on which such individual was required or permitted to work in excess of the standard workweek of forty hours without payment of the overtime wages required by the clause set forth in paragraph 1 of this section. 29 CFR 5.5.

\* \$27 as of January 23, 2019 (See 84 FR 213-01, 218) as may be adjusted annually by the Department of Labor; pursuant to the Federal Civil Penalties Inflation Adjustment Act of 1990).

**3. Withholding for unpaid wages and liquidated damages.**

The FHWA or the contracting agency shall upon its own action or upon written request of an authorized representative of the Department of Labor withhold or cause to be withheld, from any moneys payable on account of work performed by the contractor or subcontractor under any such contract or any other Federal contract with the same prime contractor, or any other federally-assisted contract subject to the Contract Work Hours and Safety Standards Act, which is held by the same prime contractor, such sums as may be determined to be necessary to satisfy any liabilities of such contractor or subcontractor for unpaid wages and liquidated damages as provided in the clause set forth in paragraph 2 of this section. 29 CFR 5.5.

**4. Subcontracts.** The contractor or subcontractor shall insert in any subcontracts the clauses set forth in paragraphs 1 through 4 of this section and also a clause requiring the subcontractors to include these clauses in any lower tier subcontracts. The prime contractor shall be responsible for compliance by any subcontractor or lower tier subcontractor with the clauses set forth in paragraphs 1 through 4 of this section. 29 CFR 5.5.

**VI. SUBLETTING OR ASSIGNING THE CONTRACT**

This provision is applicable to all Federal-aid construction contracts on the National Highway System pursuant to 23 CFR 635.116.

1. The contractor shall perform with its own organization contract work amounting to not less than 30 percent (or a greater percentage if specified elsewhere in the contract) of the total original contract price, excluding any specialty items designated by the contracting agency. Specialty items may be performed by subcontract and the amount of any such specialty items performed may be deducted from the total original contract price before computing the amount of work required to be performed by the contractor's own organization (23 CFR 635.116).

a. The term "perform work with its own organization" in paragraph 1 of Section VI refers to workers employed or leased by the prime contractor, and equipment owned or rented by the prime contractor, with or without operators. Such term does not include employees or equipment of a subcontractor or lower tier subcontractor, agents of the prime contractor, or any other assignees. The term may include payments for the costs of hiring leased employees from an employee leasing firm meeting all relevant Federal and State regulatory requirements. Leased employees may only be included in this term if the prime contractor meets all of the following conditions: (based on longstanding interpretation)

- (1) the prime contractor maintains control over the supervision of the day-to-day activities of the leased employees;
- (2) the prime contractor remains responsible for the quality of the work of the leased employees;
- (3) the prime contractor retains all power to accept or exclude individual employees from work on the project; and
- (4) the prime contractor remains ultimately responsible for the payment of predetermined minimum wages, the submission of payrolls, statements of compliance and all other Federal regulatory requirements.

b. "Specialty Items" shall be construed to be limited to work that requires highly specialized knowledge, abilities, or

equipment not ordinarily available in the type of contracting organizations qualified and expected to bid or propose on the contract as a whole and in general are to be limited to minor components of the overall contract. 23 CFR 635.102.

2. Pursuant to 23 CFR 635.116(a), the contract amount upon which the requirements set forth in paragraph (1) of Section VI is computed includes the cost of material and manufactured products which are to be purchased or produced by the contractor under the contract provisions.

3. Pursuant to 23 CFR 635.116(c), the contractor shall furnish (a) a competent superintendent or supervisor who is employed by the firm, has full authority to direct performance of the work in accordance with the contract requirements, and is in charge of all construction operations (regardless of who performs the work) and (b) such other of its own organizational resources (supervision, management, and engineering services) as the contracting officer determines is necessary to assure the performance of the contract.

4. No portion of the contract shall be sublet, assigned or otherwise disposed of except with the written consent of the contracting officer, or authorized representative, and such consent when given shall not be construed to relieve the contractor of any responsibility for the fulfillment of the contract. Written consent will be given only after the contracting agency has assured that each subcontract is evidenced in writing and that it contains all pertinent provisions and requirements of the prime contract. (based on long-standing interpretation of 23 CFR 635.116).

5. The 30-percent self-performance requirement of paragraph (1) is not applicable to design-build contracts; however, contracting agencies may establish their own self-performance requirements. 23 CFR 635.116(d).

**VII. SAFETY: ACCIDENT PREVENTION**

This provision is applicable to all Federal-aid construction contracts and to all related subcontracts.

1. In the performance of this contract the contractor shall comply with all applicable Federal, State, and local laws governing safety, health, and sanitation (23 CFR Part 635). The contractor shall provide all safeguards, safety devices and protective equipment and take any other needed actions as it determines, or as the contracting officer may determine, to be reasonably necessary to protect the life and health of employees on the job and the safety of the public and to protect property in connection with the performance of the work covered by the contract. 23 CFR 635.108.

2. It is a condition of this contract, and shall be made a condition of each subcontract, which the contractor enters into pursuant to this contract, that the contractor and any subcontractor shall not permit any employee, in performance of the contract, to work in surroundings or under conditions which are unsanitary, hazardous or dangerous to his/her health or safety, as determined under construction safety and health standards (29 CFR Part 1926) promulgated by the Secretary of Labor, in accordance with Section 107 of the Contract Work Hours and Safety Standards Act (40 U.S.C. 3704). 29 CFR 1926.10.

3. Pursuant to 29 CFR 1926.3, it is a condition of this contract that the Secretary of Labor or authorized representative thereof, shall have right of entry to any site of contract performance to inspect or investigate the matter of compliance

with the construction safety and health standards and to carry out the duties of the Secretary under Section 107 of the Contract Work Hours and Safety Standards Act (40 U.S.C. 3704).

### VIII. FALSE STATEMENTS CONCERNING HIGHWAY PROJECTS

This provision is applicable to all Federal-aid construction contracts and to all related subcontracts.

In order to assure high quality and durable construction in conformity with approved plans and specifications and a high degree of reliability on statements and representations made by engineers, contractors, suppliers, and workers on Federal-aid highway projects, it is essential that all persons concerned with the project perform their functions as carefully, thoroughly, and honestly as possible. Willful falsification, distortion, or misrepresentation with respect to any facts related to the project is a violation of Federal law. To prevent any misunderstanding regarding the seriousness of these and similar acts, Form FHWA-1022 shall be posted on each Federal-aid highway project (23 CFR Part 635) in one or more places where it is readily available to all persons concerned with the project:

18 U.S.C. 1020 reads as follows:

"Whoever, being an officer, agent, or employee of the United States, or of any State or Territory, or whoever, whether a person, association, firm, or corporation, knowingly makes any false statement, false representation, or false report as to the character, quality, quantity, or cost of the material used or to be used, or the quantity or quality of the work performed or to be performed, or the cost thereof in connection with the submission of plans, maps, specifications, contracts, or costs of construction on any highway or related project submitted for approval to the Secretary of Transportation; or

Whoever knowingly makes any false statement, false representation, false report or false claim with respect to the character, quality, quantity, or cost of any work performed or to be performed, or materials furnished or to be furnished, in connection with the construction of any highway or related project approved by the Secretary of Transportation; or

Whoever knowingly makes any false statement or false representation as to material fact in any statement, certificate, or report submitted pursuant to provisions of the Federal-aid Roads Act approved July 11, 1916, (39 Stat. 355), as amended and supplemented;

Shall be fined under this title or imprisoned not more than 5 years or both."

### IX. IMPLEMENTATION OF CLEAN AIR ACT AND FEDERAL WATER POLLUTION CONTROL ACT (42 U.S.C. 7606; 2 CFR 200.88; EO 11738)

This provision is applicable to all Federal-aid construction contracts in excess of \$150,000 and to all related subcontracts. 48 CFR 2.101; 2 CFR 200.326.

By submission of this bid/proposal or the execution of this contract or subcontract, as appropriate, the bidder, proposer, Federal-aid construction contractor, subcontractor, supplier, or vendor agrees to comply with all applicable standards, orders

or regulations issued pursuant to the Clean Air Act (42 U.S.C. 7401-7671q) and the Federal Water Pollution Control Act, as amended (33 U.S.C. 1251-1387). Violations must be reported to the Federal Highway Administration and the Regional Office of the Environmental Protection Agency. 2 CFR Part 200, Appendix II.

The contractor agrees to include or cause to be included the requirements of this Section in every subcontract, and further agrees to take such action as the contracting agency may direct as a means of enforcing such requirements. 2 CFR 200.326.

### X. CERTIFICATION REGARDING DEBARMENT, SUSPENSION, INELIGIBILITY AND VOLUNTARY EXCLUSION

This provision is applicable to all Federal-aid construction contracts, design-build contracts, subcontracts, lower-tier subcontracts, purchase orders, lease agreements, consultant contracts or any other covered transaction requiring FHWA approval or that is estimated to cost \$25,000 or more – as defined in 2 CFR Parts 180 and 1200. 2 CFR 180.220 and 1200.220.

#### 1. Instructions for Certification – First Tier Participants:

a. By signing and submitting this proposal, the prospective first tier participant is providing the certification set out below.

b. The inability of a person to provide the certification set out below will not necessarily result in denial of participation in this covered transaction. The prospective first tier participant shall submit an explanation of why it cannot provide the certification set out below. The certification or explanation will be considered in connection with the department or agency's determination whether to enter into this transaction. However, failure of the prospective first tier participant to furnish a certification or an explanation shall disqualify such a person from participation in this transaction. 2 CFR 180.320.

c. The certification in this clause is a material representation of fact upon which reliance was placed when the contracting agency determined to enter into this transaction. If it is later determined that the prospective participant knowingly rendered an erroneous certification, in addition to other remedies available to the Federal Government, the contracting agency may terminate this transaction for cause of default. 2 CFR 180.325.

d. The prospective first tier participant shall provide immediate written notice to the contracting agency to whom this proposal is submitted if any time the prospective first tier participant learns that its certification was erroneous when submitted or has become erroneous by reason of changed circumstances. 2 CFR 180.345 and 180.350.

e. The terms "covered transaction," "debarred," "suspended," "ineligible," "participant," "person," "principal," and "voluntarily excluded," as used in this clause, are defined in 2 CFR Parts 180, Subpart I, 180.900-180.1020, and 1200. "First Tier Covered Transactions" refers to any covered transaction between a recipient or subrecipient of Federal funds and a participant (such as the prime or general contract). "Lower Tier Covered Transactions" refers to any covered transaction under a First Tier Covered Transaction (such as subcontracts). "First Tier Participant" refers to the participant

who has entered into a covered transaction with a recipient or subrecipient of Federal funds (such as the prime or general contractor). "Lower Tier Participant" refers any participant who has entered into a covered transaction with a First Tier Participant or other Lower Tier Participants (such as subcontractors and suppliers).

f. The prospective first tier participant agrees by submitting this proposal that, should the proposed covered transaction be entered into, it shall not knowingly enter into any lower tier covered transaction with a person who is debarred, suspended, declared ineligible, or voluntarily excluded from participation in this covered transaction, unless authorized by the department or agency entering into this transaction. 2 CFR 180.330.

g. The prospective first tier participant further agrees by submitting this proposal that it will include the clause titled "Certification Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion-Lower Tier Covered Transactions," provided by the department or contracting agency, entering into this covered transaction, without modification, in all lower tier covered transactions and in all solicitations for lower tier covered transactions exceeding the \$25,000 threshold. 2 CFR 180.220 and 180.300.

h. A participant in a covered transaction may rely upon a certification of a prospective participant in a lower tier covered transaction that is not debarred, suspended, ineligible, or voluntarily excluded from the covered transaction, unless it knows that the certification is erroneous. 2 CFR 180.300; 180.320, and 180.325. A participant is responsible for ensuring that its principals are not suspended, debarred, or otherwise ineligible to participate in covered transactions. 2 CFR 180.335. To verify the eligibility of its principals, as well as the eligibility of any lower tier prospective participants, each participant may, but is not required to, check the System for Award Management website (<https://www.sam.gov/>). 2 CFR 180.300, 180.320, and 180.325.

i. Nothing contained in the foregoing shall be construed to require the establishment of a system of records in order to render in good faith the certification required by this clause. The knowledge and information of the prospective participant is not required to exceed that which is normally possessed by a prudent person in the ordinary course of business dealings.

j. Except for transactions authorized under paragraph (f) of these instructions, if a participant in a covered transaction knowingly enters into a lower tier covered transaction with a person who is suspended, debarred, ineligible, or voluntarily excluded from participation in this transaction, in addition to other remedies available to the Federal Government, the department or agency may terminate this transaction for cause or default. 2 CFR 180.325.

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**2. Certification Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion – First Tier Participants:**

a. The prospective first tier participant certifies to the best of its knowledge and belief, that it and its principals:

(1) Are not presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participating in covered transactions by any Federal department or agency, 2 CFR 180.335;.

(2) Have not within a three-year period preceding this proposal been convicted of or had a civil judgment rendered against them for commission of fraud or a criminal offense in connection with obtaining, attempting to obtain, or performing a public (Federal, State, or local) transaction or contract under a public transaction; violation of Federal or State antitrust statutes or commission of embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements, or receiving stolen property, 2 CFR 180.800;

(3) Are not presently indicted for or otherwise criminally or civilly charged by a governmental entity (Federal, State or local) with commission of any of the offenses enumerated in paragraph (a)(2) of this certification, 2 CFR 180.700 and 180.800; and

(4) Have not within a three-year period preceding this application/proposal had one or more public transactions (Federal, State or local) terminated for cause or default. 2 CFR 180.335(d).

(5) Are not a corporation that has been convicted of a felony violation under any Federal law within the two-year period preceding this proposal (USDOT Order 4200.6 implementing appropriations act requirements); and

(6) Are not a corporation with any unpaid Federal tax liability that has been assessed, for which all judicial and administrative remedies have been exhausted, or have lapsed, and that is not being paid in a timely manner pursuant to an agreement with the authority responsible for collecting the tax liability (USDOT Order 4200.6 implementing appropriations act requirements).

b. Where the prospective participant is unable to certify to any of the statements in this certification, such prospective participant should attach an explanation to this proposal. 2 CFR 180.335 and 180.340.

**3. Instructions for Certification - Lower Tier Participants:**

(Applicable to all subcontracts, purchase orders, and other lower tier transactions requiring prior FHWA approval or estimated to cost \$25,000 or more - 2 CFR Parts 180 and 1200). 2 CFR 180.220 and 1200.220.

a. By signing and submitting this proposal, the prospective lower tier participant is providing the certification set out below.

b. The certification in this clause is a material representation of fact upon which reliance was placed when this transaction was entered into. If it is later determined that the prospective lower tier participant knowingly rendered an erroneous certification, in addition to other remedies available to the Federal Government, the department, or agency with which this transaction originated may pursue available remedies, including suspension and/or debarment.

c. The prospective lower tier participant shall provide immediate written notice to the person to which this proposal is submitted if at any time the prospective lower tier participant learns that its certification was erroneous by reason of changed circumstances. 2 CFR 180.365.

d. The terms "covered transaction," "debarred," "suspended," "ineligible," "participant," "person," "principal," and "voluntarily excluded," as used in this clause, are defined in 2 CFR Parts 180, Subpart I, 180.900 – 180.1020, and 1200. You may contact the person to which this proposal is

submitted for assistance in obtaining a copy of those regulations. "First Tier Covered Transactions" refers to any covered transaction between a recipient or subrecipient of Federal funds and a participant (such as the prime or general contractor). "Lower Tier Covered Transactions" refers to any covered transaction under a First Tier Covered Transaction (such as subcontracts). "First Tier Participant" refers to the participant who has entered into a covered transaction with a recipient or subrecipient of Federal funds (such as the prime or general contractor). "Lower Tier Participant" refers any participant who has entered into a covered transaction with a First Tier Participant or other Lower Tier Participants (such as subcontractors and suppliers).

e. The prospective lower tier participant agrees by submitting this proposal that, should the proposed covered transaction be entered into, it shall not knowingly enter into any lower tier covered transaction with a person who is debarred, suspended, declared ineligible, or voluntarily excluded from participation in this covered transaction, unless authorized by the department or agency with which this transaction originated. 2 CFR 1200.220 and 1200.332.

f. The prospective lower tier participant further agrees by submitting this proposal that it will include this clause titled "Certification Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion-Lower Tier Covered Transaction," without modification, in all lower tier covered transactions and in all solicitations for lower tier covered transactions exceeding the \$25,000 threshold. 2 CFR 180.220 and 1200.220.

g. A participant in a covered transaction may rely upon a certification of a prospective participant in a lower tier covered transaction that is not debarred, suspended, ineligible, or voluntarily excluded from the covered transaction, unless it knows that the certification is erroneous. A participant is responsible for ensuring that its principals are not suspended, debarred, or otherwise ineligible to participate in covered transactions. To verify the eligibility of its principals, as well as the eligibility of any lower tier prospective participants, each participant may, but is not required to, check the System for Award Management website (<https://www.sam.gov/>), which is compiled by the General Services Administration. 2 CFR 180.300, 180.320, 180.330, and 180.335.

h. Nothing contained in the foregoing shall be construed to require establishment of a system of records in order to render in good faith the certification required by this clause. The knowledge and information of participant is not required to exceed that which is normally possessed by a prudent person in the ordinary course of business dealings.

i. Except for transactions authorized under paragraph e of these instructions, if a participant in a covered transaction knowingly enters into a lower tier covered transaction with a person who is suspended, debarred, ineligible, or voluntarily excluded from participation in this transaction, in addition to other remedies available to the Federal Government, the department or agency with which this transaction originated may pursue available remedies, including suspension and/or debarment. 2 CFR 180.325.

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**Certification Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion--Lower Tier Participants:**

1. The prospective lower tier participant certifies, by submission of this proposal, that neither it nor its principals:

(a) is presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participating in covered transactions by any Federal department or agency, 2 CFR 180.355;

(b) is a corporation that has been convicted of a felony violation under any Federal law within the two-year period preceding this proposal (USDOT Order 4200.6 implementing appropriations act requirements); and

(c) is a corporation with any unpaid Federal tax liability that has been assessed, for which all judicial and administrative remedies have been exhausted, or have lapsed, and that is not being paid in a timely manner pursuant to an agreement with the authority responsible for collecting the tax liability. (USDOT Order 4200.6 implementing appropriations act requirements)

2. Where the prospective lower tier participant is unable to certify to any of the statements in this certification, such prospective participant should attach an explanation to this proposal.

\*\*\*\*\*

**XI. CERTIFICATION REGARDING USE OF CONTRACT FUNDS FOR LOBBYING**

This provision is applicable to all Federal-aid construction contracts and to all related subcontracts which exceed \$100,000. 49 CFR Part 20, App. A.

1. The prospective participant certifies, by signing and submitting this bid or proposal, to the best of his or her knowledge and belief, that:

a. No Federal appropriated funds have been paid or will be paid, by or on behalf of the undersigned, to any person for influencing or attempting to influence an officer or employee of any Federal agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with the awarding of any Federal contract, the making of any Federal grant, the making of any Federal loan, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any Federal contract, grant, loan, or cooperative agreement.

b. If any funds other than Federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any Federal agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with this Federal contract, grant, loan, or cooperative agreement, the undersigned shall complete and submit Standard Form-LLL, "Disclosure Form to Report Lobbying," in accordance with its instructions.

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

3. The prospective participant also agrees by submitting its bid or proposal that the participant shall require that the language of this certification be included in all lower tier

subcontracts, which exceed \$100,000 and that all such recipients shall certify and disclose accordingly.

## **XII. USE OF UNITED STATES-FLAG VESSELS:**

This provision is applicable to all Federal-aid construction contracts, design-build contracts, subcontracts, lower-tier subcontracts, purchase orders, lease agreements, or any other covered transaction. 46 CFR Part 381.

This requirement applies to material or equipment that is acquired for a specific Federal-aid highway project. 46 CFR 381.7. It is not applicable to goods or materials that come into inventories independent of an FHWA funded-contract.

When oceanic shipments (or shipments across the Great Lakes) are necessary for materials or equipment acquired for a specific Federal-aid construction project, the bidder, proposer, contractor, subcontractor, or vendor agrees:

1. To utilize privately owned United States-flag commercial vessels to ship at least 50 percent of the gross tonnage (computed separately for dry bulk carriers, dry cargo liners, and tankers) involved, whenever shipping any equipment, material, or commodities pursuant to this contract, to the extent such vessels are available at fair and reasonable rates for United States-flag commercial vessels. 46 CFR 381.7.

2. To furnish within 20 days following the date of loading for shipments originating within the United States or within 30 working days following the date of loading for shipments originating outside the United States, a legible copy of a rated, 'on-board' commercial ocean bill-of-lading in English for each shipment of cargo described in paragraph (b)(1) of this section to both the Contracting Officer (through the prime contractor in the case of subcontractor bills-of-lading) and to the Office of Cargo and Commercial Sealift (MAR-620), Maritime Administration, Washington, DC 20590. (MARAD requires copies of the ocean carrier's (master) bills of lading, certified onboard, dated, with rates and charges. These bills of lading may contain business sensitive information and therefore may be submitted directly to MARAD by the Ocean Transportation Intermediary on behalf of the contractor). 46 CFR 381.7.

**ATTACHMENT A - EMPLOYMENT AND MATERIALS  
PREFERENCE FOR APPALACHIAN DEVELOPMENT  
HIGHWAY SYSTEM OR APPALACHIAN LOCAL ACCESS  
ROAD CONTRACTS (23 CFR 633, Subpart B, Appendix B)**

This provision is applicable to all Federal-aid projects funded under the Appalachian Regional Development Act of 1965.

1. During the performance of this contract, the contractor undertaking to do work which is, or reasonably may be, done as on-site work, shall give preference to qualified persons who regularly reside in the labor area as designated by the DOL wherein the contract work is situated, or the subregion, or the Appalachian counties of the State wherein the contract work is situated, except:

a. To the extent that qualified persons regularly residing in the area are not available.

b. For the reasonable needs of the contractor to employ supervisory or specially experienced personnel necessary to assure an efficient execution of the contract work.

c. For the obligation of the contractor to offer employment to present or former employees as the result of a lawful collective bargaining contract, provided that the number of nonresident persons employed under this subparagraph (1c) shall not exceed 20 percent of the total number of employees employed by the contractor on the contract work, except as provided in subparagraph (4) below.

2. The contractor shall place a job order with the State Employment Service indicating (a) the classifications of the laborers, mechanics and other employees required to perform the contract work, (b) the number of employees required in each classification, (c) the date on which the participant estimates such employees will be required, and (d) any other pertinent information required by the State Employment Service to complete the job order form. The job order may be placed with the State Employment Service in writing or by telephone. If during the course of the contract work, the information submitted by the contractor in the original job order is substantially modified, the participant shall promptly notify the State Employment Service.

3. The contractor shall give full consideration to all qualified job applicants referred to him by the State Employment Service. The contractor is not required to grant employment to any job applicants who, in his opinion, are not qualified to perform the classification of work required.

4. If, within one week following the placing of a job order by the contractor with the State Employment Service, the State Employment Service is unable to refer any qualified job applicants to the contractor, or less than the number requested, the State Employment Service will forward a certificate to the contractor indicating the unavailability of applicants. Such certificate shall be made a part of the contractor's permanent project records. Upon receipt of this certificate, the contractor may employ persons who do not normally reside in the labor area to fill positions covered by the certificate, notwithstanding the provisions of subparagraph (1c) above.

5. The provisions of 23 CFR 633.207(e) allow the contracting agency to provide a contractual preference for the use of mineral resource materials native to the Appalachian region.

6. The contractor shall include the provisions of Sections 1 through 4 of this Attachment A in every subcontract for work which is, or reasonably may be, done as on-site work.

# City of Moberly City Council Agenda Summary

Agenda Number: \_\_\_\_\_  
 Department: Comm. Dev.  
 Date: November 6, 2022

WS #5.

**Agenda Item:** An Application For A Re-Zoning Submitted By The City Of Moberly On Behalf Of The Property Owners For The Properties Located At 805 Myra Street, 809 Myra Street, And 810 Sturgeon Street. This Is Currently Zoned B-3 (General Commercial District).

**Summary:** The proposed site is located at 805 & 809 Myra St, and 810 Sturgeon St; and currently is zoned B-3 (General Commercial District). The property was historically R-2 (one and two family residential). A previous owner in the area had this property and others surrounding it to be re-zoned to B-3 for future development that has never occurred. In reaching out to that property owner, they agreed to be in support of this re-zoning back to R-2 (one and two family residential). This application for Re-zoning, completes a plan of rezoning the adjacent properties to agree with surrounding lots. Property owners have not objected to clearing up the zoning plan for this area as one is currently used as residential and the other two are vacant currently.  
 The Planning & Zoning Commission recommended approval for the request of the rezoning.

**Recommended Action:** Direct staff to bring forward to the regular City Council meeting on November 21, 2022 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	<b>Mayor</b>		
<input checked="" type="checkbox"/> Staff Report	<input type="checkbox"/> Proposed Ordinance	M___ S___ <b>Jeffrey</b>	___	___
<input type="checkbox"/> Correspondence	<input type="checkbox"/> Proposed Resolution	<b>Council Member</b>		
<input type="checkbox"/> Bid Tabulation	<input type="checkbox"/> Attorney's Report	M___ S___ <b>Brubaker</b>	___	___
<input type="checkbox"/> P/C Recommendation	<input type="checkbox"/> Petition	M___ S___ <b>Kimmons</b>	___	___
<input type="checkbox"/> P/C Minutes	<input type="checkbox"/> Contract	M___ S___ <b>Kyser</b>	___	___
<input type="checkbox"/> Application	<input type="checkbox"/> Budget Amendment	M___ S___ <b>Lucas</b>	___	___
<input type="checkbox"/> Citizen	<input type="checkbox"/> Legal Notice			
<input type="checkbox"/> Consultant Report	<input type="checkbox"/> Other _____		Passed	Failed

City of *Moberly!*

*Memorandum*

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*To: Planning and Zoning Commission*

*From: Planning Staff*

*Subject: Agenda item 2, Re-zoning Application for 805 & 809 Myra Street, 810 Sturgeon St*

*Meeting: October 31, 2022*

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**Public Hearing to consider:**

Notice of a public hearing for a re-zoning submitted by City of Moberly for the properties located at 805 & 809 Myra St. and 810 Sturgeon St. This location is currently zoned B-3 (General Commercial District).

**Comments:**

The proposed site is located at 805 & 809 Myra St, and 810 Sturgeon St; and currently is zoned B-3 (General Commercial District). The property was historically R-2 (one and two family residential). A previous owner in the area had this property and others surrounding it to be re-zoned to B-3 for future development that has never occurred. In reaching out to that property owner, they agreed to be in support of this re-zoning back to R-2 (one and two family residential). This application for Re-zoning, completes a plan of rezoning the adjacent properties to agree with surrounding lots. Property owners have not objected to clearing up the zoning plan for this area as one is currently used as residential and the other two are vacant currently.

**City staff:**

The re-zoning of the property presented to the Planning and Zoning Commission and the surrounding properties agree with the future land use map and can meet the demands of the zoning code adopted by the City of Moberly. The City of Moberly Staff recommends acceptance of the proposed re-zoning at 805 & 809 Myra St and 810 Sturgeon St.

**A Re-zoning approved by Planning & Zoning Commission will require the additional approval of the City Council.**

Respectfully Submitted  
Aaron Decker

CITY OF MOBERLY, MISSOURI – PROCEDURES MANUAL

Article 10 – Planned Development Procedure

CITY OF MOBERLY, MISSOURI  
REZONING APPLICATION

Return Form to:  
Community Development Director  
City of Moberly  
101 West Reed Street  
Moberly, MO 65270-1551  
(660) 263-4420  
(660) 263-9398 (fax)

For Office Use Only  
Case ID.: \_\_\_\_\_  
Date Advertised: \_\_\_\_\_  
Date Notices Sent: \_\_\_\_\_  
Public Hearing Date: \_\_\_\_\_

APPLICANT INFORMATION:

Applicant: City of Moberly Phone: 660-269-7642  
Address: 101 W Reed St. Zip: 65270  
Owner: Various owners (3) Phone: \_\_\_\_\_  
Address: \_\_\_\_\_ Zip: \_\_\_\_\_

PROPERTY INFORMATION:

Street Address or General Location of Property: 809 Myra, 805 Myra, 810 Sturgeon St.  
Property is Located In (Legal Description):  
Barrows Add... Moberly Lot 8, 10, 11 BIK 1  
Present Zoning B-3 Requested Zoning: R-2 Acreage: .46 Acres  
.15 + .15 + .16  
Present Use of Property: Vacant/Residential  
Character of the Neighborhood: Residential

CITY OF MOBERLY, MISSOURI – PROCEDURES MANUAL

Article 10 – Planned Development Procedure

SURROUNDING LAND USE AND ZONING:

	Land Use	Zoning
North	<u>Rail Road Yard</u>	<u>Unincorporated</u>
South	<u>Residential</u>	<u>R-2</u>
East	<u>Residential</u>	<u>R-2</u>
West	<u>Residential</u>	<u>R-2</u>

RELATIONSHIP TO EXISTING ZONING PATTERN:

1. Would the proposed change create a small, isolated district unrelated to surrounding districts? Yes  No

If yes, explain: \_\_\_\_\_

2. Are there substantial reasons why the property cannot be used in accordance with existing zoning? Yes  No

If yes, explain: Lack of sufficient space to is currently surrounded by Residential

CONFORMANCE WITH COMPREHENSIVE PLAN:

1. Is the proposed change consistent with the goals, objectives and policies set forth in the Comprehensive Plan?

Yes  No

2. Is the proposed change consistent with the Future Land Use Map?

Yes  No  No interest in past years since Land Use Map was drafted with current zoning

TRAFFIC CONDITIONS:

1. Identify the street(s) with access to the property: Sturgeon St.  
Myra St.

CITY OF MOBERLY, MISSOURI – PROCEDURES MANUAL

Article 10 – Planned Development Procedure

- 2. Identify the classification of those street(s) as Arterial, Collector or Local and each Right-of-Way width:

Street Name	Classification	Right-of-Way Width
Sturgeon St.	Collector	40'
Myra Street	<del>Collector</del> Local	55'

- 3. Will turning movements caused by the proposed use create an undue traffic hazard?  
Yes \_\_\_ No X

IS PLATTING OR REPLATTING REQUIRED TO PROVIDE FOR:

- 1. Appropriately Sized Lots? Yes ~~X~~ No X
- 2. Properly Sized Street Right-of-Way? Yes ~~X~~ No X
- 3. Drainage Easements? Yes \_\_\_ No X
- 4. Utility Easements:
  - Electricity? Yes \_\_\_ No X
  - Gas? Yes \_\_\_ No X
  - Sewers? Yes \_\_\_ No X
  - Water? Yes \_\_\_ No X

5. Additional Comments: \_\_\_\_\_

UNIQUE CHARACTERISTICS OF PROPERTY AND ADDITIONAL COMMENTS:

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

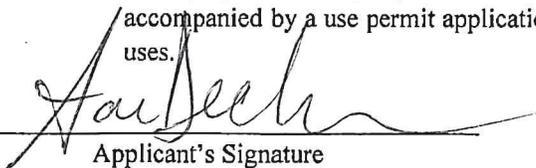
THE FOLLOWING MUST ACCOMPANY YOUR APPLICATION:

- 1. One copy of a legal description of the property proposed to be rezoned.
- 2. One copy of a statement describing the impact of the proposed change, including any traffic conditions that may result; any danger from fire hazards; how the proposed change may affect the character of the surrounding properties; and how the proposed change will benefit the City of Moberly.
- 3. A list of property owners within 185 feet of the property.

CITY OF MOBERLY, MISSOURI – PROCEDURES MANUAL

*Article 10 – Planned Development Procedure*

4. If the proposed zoning requires a conditional use permit, the rezoning application shall be accompanied by a use permit application defining the specifically requested use or list of uses.

  
Applicant's Signature

10-1-22  
Date

# Moberly, MO



## Legend

- Roads
- Corporate Limit
- Parcel
- Original Lot
- Stream
- Subdivision
- Lots
- South Ridge Lot Line
- City Easement
- Zoning
  - B-1
  - B-2H
  - B-3
  - B-3(PD)
  - M-1
  - M-P
  - N-1
  - R-1
  - R-1(PD)
  - R-2
  - R-2(PD)
  - R-3
  - R-3(PD)

## Notes



This Cadastral Map is for informational purposes only. It does not purport to represent a property boundary survey of the parcels shown and shall not be used for conveyances or the establishment of property boundaries.

**THIS MAP IS NOT TO BE USED FOR NAVIGATION**

409.1

0

204.56

409.1 Feet

1 in. = 205ft.

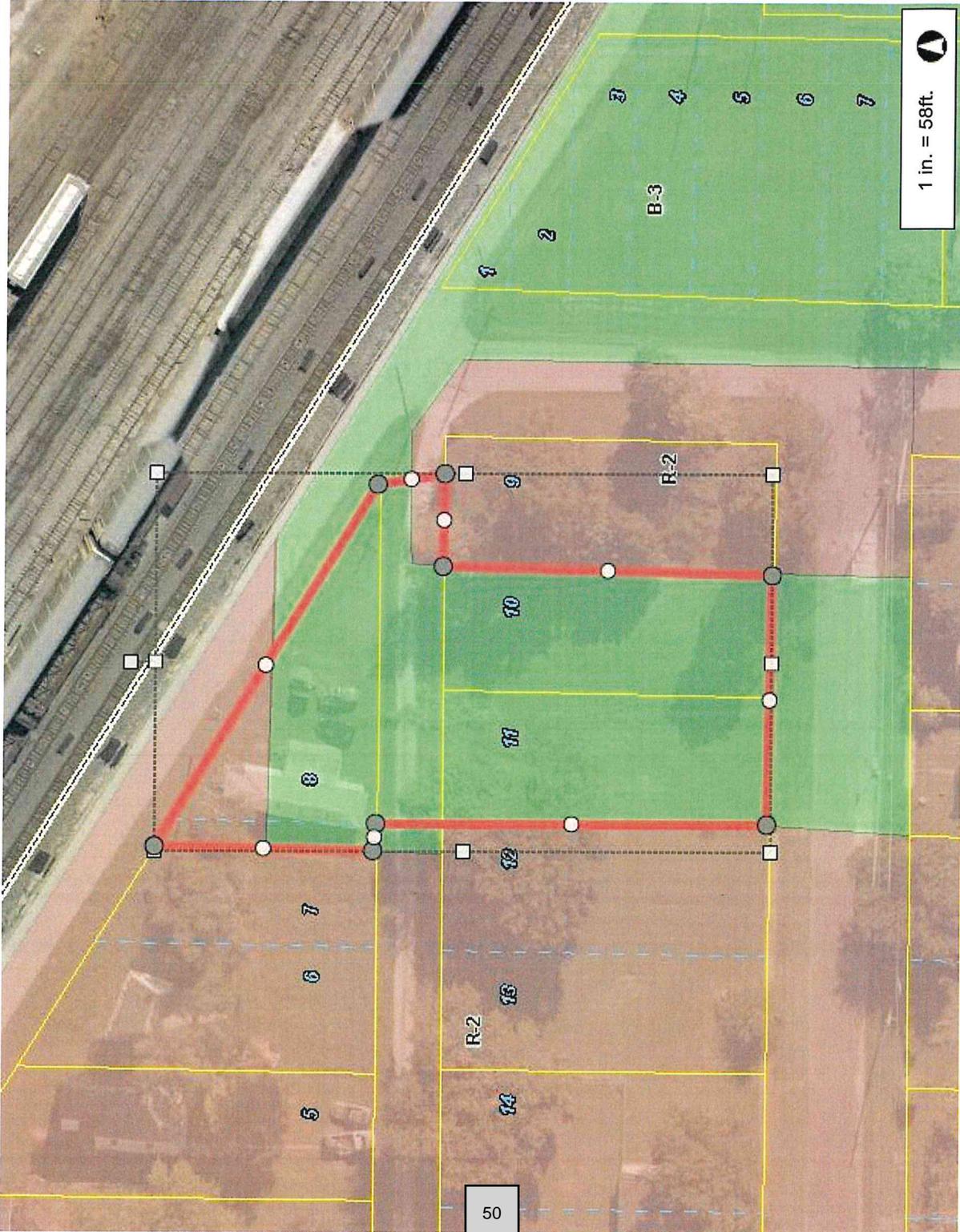
# Moberly, MO



## Legend

- Roads
  - Corporate Limit
  - Parcel
  - Original Lot
  - Stream
  - Subdivision
  - Lots
  - South Ridge Lot Line
  - City Easement
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- B-1
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  - B-3(PD)
  - M-1
  - M-P
  - N-1
  - R-1
  - R-1(PD)
  - R-2
  - R-2(PD)
  - R-3
  - R-3(PD)

## Notes



This Cadastral Map is for informational purposes only. It does not purport to represent a property boundary survey of the parcels shown and shall not be used for conveyances or the establishment of property boundaries.

**THIS MAP IS NOT TO BE USED FOR NAVIGATION**

116.7

58.33

0

116.7

1 in. = 58ft.

# City of Moberly City Council Agenda Summary

Agenda Number: \_\_\_\_\_

WS #6.

Department: Comm. Dev.

Date: November 7, 2022

**Agenda Item:** An application for a text amendment submitted by the City of Moberly to add Section 46-XXX (Landscape Plan) related to Development Applications. To clarify and provide guidance on submissions of plans for developments within Moberly, MO.

**Summary:** The attached Landscape Plan was drafted and developed after comparison with other communities like Troy, MO; St. Anne, MO; Warrensburg, MO; and other communities of similar size to Moberly. The result is a Landscape Plan that will apply to both Residential and Commercial sites within Moberly, MO. This will provide a clearer understanding of the acceptable plans that are requested as a component of the Site Plan and Development Process. It also will provide guidance with respect to modification in the street frontage of Residential homes in Moberly.

The Planning & Zoning Commission recommended approval for the request of this text amendment.

**Recommended Action:** Direct staff to bring forward to the November 21, 2022 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	<b>Mayor</b>		
<input type="checkbox"/> Staff Report	<input checked="" type="checkbox"/> Proposed Ordinance	M__ S__ <b>Jeffrey</b>	___	___
<input type="checkbox"/> Correspondence	<input type="checkbox"/> Proposed Resolution			
<input type="checkbox"/> Bid Tabulation	<input type="checkbox"/> Attorney's Report	<b>Council Member</b>		
<input type="checkbox"/> P/C Recommendation	<input type="checkbox"/> Petition	M__ S__ <b>Brubaker</b>	___	___
<input type="checkbox"/> P/C Minutes	<input type="checkbox"/> Contract	M__ S__ <b>Kimmons</b>	___	___
<input type="checkbox"/> Application	<input type="checkbox"/> Budget Amendment	M__ S__ <b>Kyser</b>	___	___
<input type="checkbox"/> Citizen	<input type="checkbox"/> Legal Notice	M__ S__ <b>Lucas</b>	___	___
<input type="checkbox"/> Consultant Report	<input type="checkbox"/> Other _____		Passed	Failed

CITY OF MOBERLY, MISSOURI  
ZONING & SUBDIVISION TEXT AMENDMENT APPLICATION

Return Form to:  
Zoning Administrator  
City of Moberly  
101 West Reed Street  
Moberly, MO 65270-1551  
(660) 263-4420  
(660) 263-9398 (fax)

For Office Use Only:  
Filing Fee: \_\_\_\_\_  
Date Advertised: \_\_\_\_\_  
Date Notices Sent \_\_\_\_\_  
Public Hearing Date: \_\_\_\_\_

**APPLICANT INFORMATION:**

Applicant: City of Moberly Phone: 660-269-7642  
Address: 101 W. Reed St. Zip: 65270  
Owner: \_\_\_\_\_ Phone: \_\_\_\_\_  
Address: \_\_\_\_\_ Zip: \_\_\_\_\_

**TEXT AMENDMENT PROPOSED:**

Amendment Proposed to (Check One):

City Zoning Regulations      \_\_\_\_\_ City Subdivision Regulations  
\_\_\_\_\_ Growth Area Subdivision Regulations

Section to Be Amended: Chapter 46 Article ✓ Section 207-235

Present Text: 46-207 - 46-235 Reserved  
\_\_\_\_\_  
\_\_\_\_\_

Proposed Text: See Attachment  
\_\_\_\_\_  
\_\_\_\_\_

Reason for Amendment: To improve and clarify Landscaping Guidelines  
for both Residential & Commercial property in  
Moberly.  
\_\_\_\_\_  
\_\_\_\_\_

Attach additional sheets as needed.

**IMPACT OF AMENDMENT:**

Does the amendment add language to the Regulations?	Yes <u>X</u>	No <u>    </u>
Does the amendment supplement an existing section?	Yes <u>X</u>	No <u>    </u>
Does the amendment modify an existing section?	Yes <u>    </u>	No <u>X</u>
Does the amendment repeal a section?	Yes <u>    </u>	No <u>X</u>

  
\_\_\_\_\_  
Applicant's Signature

10-1-22  
\_\_\_\_\_  
Date

**A.**

**Residential Districts.** It shall be at the discretion of the individual property owners to landscape their lots; however, at any given time the following provisions shall apply:

**1.**

No tree or ground cover shall be planted of a type of species apt to destroy, impair, or otherwise interfere with any street improvements, sidewalks, curbs, gutters, sewer, or other public improvements. The discarding of landscape related materials in the right of way shall be subject to the Nuisance regulations of Chapter 26. The property owner shall contact the City prior to landscaping within any street right-of-way or utility easement.

[Ord. No. \_\_\_\_\_]

**2.**

Vines of climbing plants growing over street signs, fire hydrants, or other public property shall be removed by the property owner.

**3.**

On a corner lot, no planting or other obstruction to vision extending to a height in excess of twenty-four (24) inches above the established street grade shall be erected, planted or maintained within the sight distance as established per Section 46-3.

**4.**

All landscaping shall be properly maintained according to City ordinances presently in effect. A minimum of fifty percent (50%) of all yard areas shall be comprised of natural grass. Natural grass refers to all species of grass that are perennial and are typically used for lawns such as, but not limited to, Kentucky Bluegrass or perennial ryegrass. Driveways that meet and not exceed the current driveway regulations found in section 40-500 shall not calculate into this requirement. Front yard landscaping (and side/rear yards abutting a street on corner lots) shall require a majority of natural grasses. Trees shall not be planted within six (6) feet of a property line in the side and rear yard. The individual property owner shall be responsible for such maintenance.

[Ord. No. \_\_\_\_\_]

**5.**

For all multiple-family zoning districts, "R-3", a landscape plan shall accompany, or be a part of, each site plan, and no site plan shall be approved without the Planning and Zoning Commission's review and approval of said landscape plan. The landscape plan shall contain size, type and location of plantings. All "R-2" Two-Family Residential Zoning Districts shall be required to have a landscape plan which may be approved by the Planning and Development

Department or forwarded to the Planning and Zoning Commission for its review and approval at the discretion of the Administrative Officer. Landscaping to be completed prior to the issuance of a final occupancy permit for the structure(s).

A.) Exception to the landscape plan requirement for R-2 Two Family Residential Districts applies when a single lot is being redeveloped as a single in-fill type lot.

**6.**

In all residential zoning districts, above-ground fuel storage tanks shall be thoroughly screened (70% blocked visibility or more) with appropriate materials or landscaping to conceal their visibility from the right-of-way and neighboring properties.

**7.**

All trees shall be planted so as to maintain a minimum fifteen (15) foot setback from all levees.

**B.**

**Non-Residential Districts (Commercial/Industrial).** In "B" (Commercial) and "M" Districts, the landscaping/screening requirements are as follows:

**1.**

Screening Requirements.

**a.**

All screening and buffering requirements previously set forth in the individual districts, conditional use permit, or Planned Development (PD) agreement shall be the responsibility of the lot owner or developer to install and maintain.

[Ord. No. \_\_\_\_\_]

**b.**

When off-street parking areas for six (6) or more vehicles are located within or adjacent to a residential district, and where such parking areas are not entirely screened visually from such lot by an intervening building or structure, a continuous, visual screen with minimum height of six (6) feet shall be provided between the parking area and the said lot or residential district. Such screen shall consist of a solid fence or masonry wall, a compact evergreen hedge or foliage screening may be approved as an alternative by the Administrative Officer. Screening shall meet the requirements for buffering between districts per Section 46-301 through 46-306.

**c.**

Protective Screening. When off-street loading areas are located within or adjacent to a residential district, and where such loading areas are not entirely screened visually by an intervening building or structure, a continuous visual screen with a minimum height of eight (8) feet shall be provided between the

loading area and the said lot or residential district. Such screen shall consist of a solid fence or a masonry wall, a compact evergreen hedge or foliage screening may be approved as an alternative by the Administrative Officer. Screening shall meet the requirements for buffering between districts per Section 46-301 through 46-306

**2.**

**Landscaping Requirements.**

**a.**

A landscape plan shall accompany, or be a part of, each site plan, and no site plan shall be approved without the Planning and Zoning Commission's approval of said landscape plan. This landscape plan shall include size, type and location of plantings and shall include parking lot planting islands, perimeter plantings, and similar landscape features.

**b.**

Where off-street parking spaces are provided, a minimum of ten (10) square feet of landscaping shall be provided or as approved by the Commission. While no specific tree species or plantings are given in this Chapter, the developer or owner shall be expected to provide sufficient landscaping details on the plans at the time of submittal. The use of earth berms or sculpting shall be encouraged provided these are designed in an area of enough size so as to cause no erosion, drainage or maintenance problems.

**3.**

All trees shall be planted so as to maintain a minimum fifteen (15) foot setback from all levees.

**C.**

**Screening And Landscaping.** All off-street parking facilities, with the exception of a single-family detached dwelling or a two-family dwelling, shall be screened and landscaped in accordance with the following design standards and Section 46-302.

**1.**

**Planting Strip Along Property Lines.**

**a.**

Along each property line of the zoning lot, a planting strip of four (4) feet minimum width shall be provided between said property line and the off-street parking facilities. Where parking facilities for non-residential uses abut a residential district, a sight-proof fence or hedge of not less than six (6) feet in height shall be provided along the perimeter of the off-street parking facility within the planting strip herein described and in agreement with Section 46-302.

**b.**

In the case of a common/shared driveway entrance/exit the requirement for a four (4) feet minimum width planting strip will be waived. However, the remainder of the site shall contain sufficient additional landscaped areas to compensate for the loss of the planting strip or a portion thereof.

**2.**

All off-street parking facilities shall be appropriately broken by linear planting strips or variable shaped islands in the interior of the facility. Such planting strips or islands shall be satisfactorily landscaped with trees or other suitable vegetation and shall constitute no less than five percent (5%) of the total area of the off-street parking facility excluding the four (4) foot planting strip previously mentioned.

**3.**

The selection of trees, hedges and other planting materials shall be approved by the Commission on recommendation by the Administrative Officer.

**4.**

All screening and landscaping shall be installed in conformance with the "Corner Visibility" restrictions of this Chapter, Section\_\_\_\_\_

**5.**

The selection of trees, hedges, and other planting materials shall be as approved on the landscape plan. Minor modifications to the landscape plan may be approved by the Administrative Officer. Substantial modifications shall be reviewed and approved by the Planning Commission.

**D.**

Prior to issuance of a final occupancy permit, all landscaping indicated on the approved site development plan shall be installed. If installation of landscape materials cannot be accomplished due to weather conditions or other factors, an escrow shall be established to guarantee purchase and installation of all landscape materials. The escrow shall be submitted for approval by the Administrative Officer. Upon installation of the landscape materials, the escrow shall be released by the City.

# City of Moberly City Council Agenda Summary

Agenda Number: \_\_\_\_\_ WS #7.

Department: Public Works

Date: November 7, 2022

**Agenda Item:** An Ordinance Approving A Cooperative Agreement With Moberly Community Foundation.

**Summary:** The City of Moberly has agreed to provide \$2,000 towards the effort and that was the estimated cost to demolish and remove them from the City r/w in the event there was no interest to relocate them out of the r/w/  
There have been some outside pledges for donations already, so with the City’s funds and quick incoming outside funds, we are asking the contractor, L&J Development, to proceed with the footing installation as soon as this agreement can be put in place. The costs from L&J are listed below. I would note that the prices are assuming the pillars can be relocated mostly intact. In the event of collapse/failure of pillars beyond reasonable repair, the cost to rebuild them will depend on what additional funding the donors can come up with and the end product that is determined. The City has already acquired private easements for the pillars from the adjacent property owners, so once the agreement is put together, footing can get started.

Move the columns/New footings – Footing will be \$2,800 and moving will be \$3,200.

Frame new Roof on Top and Shingle – Labor and Materials \$1,500.00

New Skim Coat on the Exterior – Labor and Materials \$3,500.00

Per previous conversations we will do our best to move them without damage but if they are damaged we aren’t responsible for it.

Staff recommends approval.

**Recommended Action:** Direct staff to bring forward to the November 21, 2022 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	<b>Mayor</b>		
___ Staff Report	___ Proposed Ordinance	M___ S___ <b>Jeffrey</b>	___	___
___ Correspondence	<u>x</u> Proposed Resolution	<b>Council Member</b>		
___ Bid Tabulation	___ Attorney’s Report	M___ S___ <b>Brubaker</b>	___	___
___ P/C Recommendation	___ Petition	M___ S___ <b>Kimmons</b>	___	___
___ P/C Minutes	___ Contract	M___ S___ <b>Kyser</b>	___	___
___ Application	___ Budget Amendment	M___ S___ <b>Lucas</b>	___	___
___ Citizen	___ Legal Notice			
___ Consultant Report	___ Other <u>Agreements</u>			
		Passed	Failed	

## COOPERATIVE AGREEMENT FOR FUNDING URBANDALE PILLAR REPAIR

THIS COOPERATIVE AGREEMENT FOR FUNDING URBANDALE PILLAR REPAIR (this “**Agreement**”) is made and entered into as of the \_\_\_\_ day of \_\_\_\_\_ 2022 by and between the **CITY OF MOBERLY, MISSOURI** a third-class city and a Missouri municipal corporation having a principal office at 101 West Reed Street, Moberly, Missouri 65270 (the “**City**”) and the **MOBERLY COMMUNITY FOUNDATION (“MCF”)**, a Missouri nonprofit corporation, (“**MCF**” and together with the “**city**” the “**Parties**”).

### RECITALS

A. Sections 70.210 through 70.320 of the Revised Statutes of Missouri, as amended, authorize Missouri municipalities to contract with any private person, firm, association or corporation for the planning, development, construction, acquisition, or operation of any public improvement or facility, or for a common service, provided, that the subject and purposes of any such contract or cooperative action are within the scope of the powers of such municipality.

B. MCF desires to participate in preserving the historical character of the Urbandale neighborhood in Moberly, Missouri by serving as a conduit to pass donated funds to the City to offset construction costs for repairing and/or moving two pillars which serve as entrance monuments for the Urbandale area.

C. The pillars are located in the city right-of-way; therefore, the City is a willing to coordinate and pay for costs associated with the repairing or replacing of the monuments provided a certain threshold of donations are received prior to the start of the project. MCF will accept donations to pass along to the City to offset construction costs.

D. The Parties have received a bid quote from L & J Development Company (“contractor”) for all potential elements of the project (including repair, or replacement and/or moving the pillars).

### AGREEMENT

NOW, THEREFORE, in consideration of the premises and mutual covenants and agreements contained herein, and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the parties hereto do hereby covenant and agree as follows:

**1. The Project.** The City agrees to undertake the repair and/or movement of the pillars by contracting with the contractor for the project once the City has obtained necessary permanent and temporary construction easements. The City agrees to make payment to contractor for the estimated cost of the project. The City will contract with contractor and be responsible for the coordination and administration of the project, including but not limited to the determination of whether the pillars must be replaced and the location of the pillars in the right-of-way. The City’s obligation to start the project is conditioned upon MCF receiving at least \$10,000.00 in donations for the project.

## 2. Reimbursement.

If the existing pillars are repaired and moved the City will contribute Two Thousand Dollars (\$2,000.00) to the project.

If the project costs less than \$11,000.00 to complete, then the City will make an accounting to MCF for the final costs of the project and refund any remaining funds to MCF.

## 3. Donations.

MCF agrees to begin actively accepting contributions for the Project from all interested parties upon the execution of this Agreement. MCF is hereby obligated to pass those donations along to the City once donations have reached a minimum of \$10,000. If, within one year's time from the execution of the Agreement, MCF does not receive the minimum \$10,000 in donations then their obligation to accept and pass along donations for the project shall end. Any donations received may then be refunded by MCF.

## 4. Perpetual Care Fund.

MCF will create a Perpetual Care Fund (the "Fund") for the ongoing maintenance of the pillars. The fund assets shall be held by the MCF organization and administered through the city. Any funds donated in excess of \$10,000 shall be paid into the Fund. Any monies reimbursed to MCF by the City pursuant to Section 2., above, will be paid into the Fund.

## 4. No Waiver of Sovereign Immunity; Limited Public Liability; No Personal Liability.

Nothing in this Agreement shall be construed or deemed to constitute a waiver of the City's sovereign immunity. The parties hereto agree that in no event shall the City or any of its officials, agents, attorneys, employees, or representatives have any liability in damages or any other monetary liability to MCF or any successor, assign, heir or personal representative of MCF in respect of any suit, claim, or cause of action arising out of this Agreement and MCF hereby waives any such claim. No official, officer, agent, attorney, employee, or representative of the City shall be personally liable to MCF or the successors, assigns, heirs or personal representatives of MCF in the event of any default or breach by any party under this Agreement.

**5. Notices.** Any Notice required by this Agreement shall be deemed given if deposited in the United States Mail, first class, postage prepaid and addressed as hereinafter specified.

If to the City:                      City of Moberly  
    101 West Reed Street – City Hall  
    Moberly, Missouri 65270  
    Attn: City Manager

If to MCF:                              Moberly Community Foundation  
    P.O. Box 32  
    Moberly, MO 65270  
    Attn: Chairman

Each party shall have the right to specify that notice is to be addressed to another address by giving to the other party Ten (10) days written notice thereof.

**6. Entire Agreement; Amendment.** The parties agree that this Agreement constitutes the entire agreement between them and that no other agreements or representations other than those contained in this Agreement have been made by the parties. This Agreement shall be amended only in writing and effective when signed by the authorized agents of the parties and when authorized and approved by the Moberly City Council.

**7. Relationship of the Parties; No Third Party Right.** Nothing contained in this Agreement nor any act of MCF or the City shall be deemed or construed to create a partnership or agency relationship between the parties, or their agents or representatives and this Agreement is and shall be limited to the specific purposes set out in this Agreement. Other than as expressly provided in this Agreement, no party shall be the agent of, or have any rights to create any obligations or liabilities binding on, the other party. The parties do not intend to confer any benefit under this Agreement on any person or entity other than the named parties hereto.

**8. Severability.** In the event any term or provision of this Agreement is held to be unenforceable by a court of competent jurisdiction, the remainder shall continue in full force and effect, to the extent the remainder can be given effect without the invalid provision.

**9. Binding Effect.** Except as otherwise expressly provided in this Agreement, the covenants, conditions and agreements contained in this Agreement shall bind and inure to the benefit of NOMO, the City, and their respective successors and permitted assigns.

**10. Choice of Law; Venue.** This Agreement and its performance shall be governed by and construed by the laws of the State of Missouri applicable to contracts made and to be performed wholly within such state, without regard to choice or conflict of laws provisions. The parties hereto agree that any action at law, suite in equity, or other judicial proceeding arising out of this Agreement shall be instituted only in the Circuit Court of Randolph County, Missouri or in the Federal District Court for the Eastern District of Missouri and waive any objections based upon venue or *forum non conveniens* or otherwise.

**11. Execution; Counterparts.** Each person executing this Agreement in a representative capacity warrants and represents that he or she has authority to do so, and upon request by the other party, proof of such authority will be furnished to the requesting party. This Agreement may be executed at different times and in two or more counterparts, and all counterparts so executed shall for all purposes constitute one and the same instrument, binding on the parties hereto, notwithstanding that both parties may not have executed the same counterpart. In proving this Agreement, it shall not be necessary to produce or account for more than one such counterpart executed by the party against whom enforcement is sought.

IN WITNESS WHEREOF, the City and MCF have each caused this Agreement to be executed in multiple original counterparts in their respective names and attested to as of the date first above written.

**CITY OF MOBERLY, MISSOURI**  
(the "City")

By: \_\_\_\_\_  
Jerry Jeffrey, Mayor

ATTEST:

By: \_\_\_\_\_  
Shannon Hance, City Clerk

**Moberly Community Foundation**

By: \_\_\_\_\_  
Bob Riley, Chairman

ATTEST:

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

BILL NO. \_\_\_\_\_

ORDINANCE NO. \_\_\_\_\_

**AN ORDINANCE APPROVING A COOPERATIVE AGREEMENT WITH MOBERLY COMMUNITY FOUNDATION.**

**NOW THEREFORE BE IT ORDAINED BY THE CITY COUNCIL OF THE CITY OF MOBERLY, MISSOURI, TO-WIT:**

**SECTION ONE:** Attached hereto is a Cooperative Agreement with the Moberly Community Foundation to assist with fundraising for the moving and/or reconstruction of the Urbandale Pillars.

**SECTION TWO:** The City Council hereby approves the Cooperative Agreement and hereby authorizes the Mayor of Moberly to execute said Agreement on behalf of the City.

**SECTION THREE:** This Ordinance shall be in full force and effect from and after its passage and adoption by the Council of the City of Moberly, Missouri, and its signature by the officer presiding at the meeting at which it was passed and adopted and further the Council authorizes the City Manager to take such other and further action as may be required to accomplish the purposes of this Ordinance.

**PASSED AND ADOPTED** by the Council of the City of Moberly, Missouri, this 21st day of November, 2022.

**ATTEST:**

\_\_\_\_\_  
**Presiding Officer at Meeting**

\_\_\_\_\_  
**City Clerk**

# City of Moberly City Council Agenda Summary

Agenda Number: \_\_\_\_\_  
 Department: Public Works  
 Date: November 7, 2022

WS #8.

**Agenda Item:** Receipt of bids for demolition of 1200 E Hwy 24 (Moberly Inn).

**Summary:** We advertised for bids on the demolition. The bids were opened on November 1, 2022. Twelve bids were received and attached is the bid tab and the bids. Staff recommends accepting the low bid from Derrick Fee dba Red Rock LLC.

**Recommended Action:** Direct staff to bring forward to the November 21, 2022 regular City Council meeting for final approval.

**Fund Name:** Demolition

**Account Number:** 100.005.5418

**Available Budget \$:** 20,003.77

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

## Advertisement of Bids

The City of Moberly will receive sealed bids for the demolition of 1200 E Highway 24, also known as Moberly Inn and Suites. A mandatory bidding inspection walk through is scheduled for **October 3, 2022** at 10:00 AM on location at **1200 E Highway 24**. This will provide opportunity to clarify expectations and possible salvage that could be factored into bids. The bids are due by 10:00 AM on October 10, 2022 in the City Clerk's Office at 101 W Reed St. The Community Development Director reserves the right to accept or reject any or all bids received and to waive any formalities and/or technicalities in the bids.

SUBMITTED BY THOMAS E. SANDERS  
CITY OF MOBERLY  
Director of Community Development



101 West Reed Street \* Moberly, Missouri 65270-1551  
Phone: (660) 263-4420  
Fax: (660) 269-8171

October 13, 2022

UPDATED!!!!

Dear Contractor:

The City of Moberly is requesting sealed bids for the demolition of 1200 E Highway 24, also known as Moberly Inn and Suites. Based on the resulting Findings of Fact and Conclusions of Law from the Public Hearing held on June 9, 2022; the City of Moberly has been granted authority to carry out the provisions of Chapter 26 and the Dangerous Building Ordinances. This includes removal of all structures and clearing of the property through the process of demolition. This includes the removal of any items on property (signs, buildings, parking areas, pools, etc.), the hauling of demolition materials to designated landfill and the grading and filling of each lot. Please find enclosed specifications and bid form:

Please observe the following requirements:

1. Envelope containing bid shall be sealed and marked “**1200 Demolition**”.
2. A mandatory bidding inspection walk through is scheduled for **October 17, 2022** at **10:00 AM** on location at **1200 E Highway 24**. This will provide opportunity to clarify expectations and possible salvage that could be factored into bids.
3. Bids must be submitted by 10:00 a.m. November 1, 2022 to the City Clerk’s Office at City Hall.
4. The Community Development Director reserves the right to accept or reject any or all bids received and to waive any formalities and/or technicalities in the bids.
5. Bids must be signed by an authorized representative and must be firm for 60 days.
6. A valid general contractor’s license with the City of Moberly.
7. A certificate of insurance from the contractor’s insurer with the City named as the additional insured party on file BEFORE the contractor commences work. There are no exceptions to this for any contractor. No insurance = no work. The following are the recommended minimum limits:

General liability	\$2,000,000
Commercial general liability – each occurrence	\$1,000,000
Commercial general liability – products/completion, general aggregate	\$3,000,000
Automobile liability	\$1,000,000
Workers Compensation – bodily injury by accident (employer liability)	\$ 100,000

101 West Reed Street \* Moberly, Missouri 65270-1551

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Workers Compensation – bodily injury by disease (employer liability)	\$ 500,000
Workers Compensation – bodily injury by disease (employee)	\$ 100,000
Performance Bond	Amount equal to awarded bid amount
Payment Bond	Amount equal to awarded bid amount

8. The successful bidder must begin work within thirty (30) calendar days from the day that the bid was awarded with expected completion within ninety (90) days that the bid was awarded, unless otherwise approved by the Director of Community Development or noted specifically for unique or weather related circumstances. If work has not begun, the City reserves the right to award the bid to the next best bidder.
9. The successful bidder will be responsible and required to fence off the access points to the property while maintaining access through the easement area for Breaktime at the stop light on Highway 24. No other access points shall be accessible to the public and safety of passerby's shall be maintained throughout the demolition process.
10. The successful bidder shall install silt fencing and drainage socks along any stormwater drainage areas to prevent erosion and runoff into the storm drain system or particulates from leaving the site.
11. **Landfill fees are to be included in the bid.** All demolition waste materials must be hauled to Waste Management's landfill in Macon, MO. Clean fill materials such as uncontaminated soil, rock, gravel and/or unpainted broken concrete, cinder block, bricks, etc. must be removed from the site. Only clay and topsoil is permitted for fill on site to bring the site back to level grade. The contractor must comply with all applicable local and state laws regarding the management of demolition waste.
12. **Contractor (bidder) is responsible for including all asbestos testing and removal as component of the project.** This includes filing all appropriate DNR forms and providing copies of reports and certification of removal to the City of Moberly for record keeping.
13. **All surfaces shall be removed and restored to grass when completed.**
14. All household appliances such as cooking ranges, water heaters or similar "white goods" and all appliances that contain refrigerates such as refrigerators, freezers, and air conditioning units are typically not accepted as demolition waste materials and must be hauled away separately. It is the responsibility of the contractor to remove and dispose of all such items properly and in full accordance with local and state laws.
15. All utilities shall be disconnected by the successful bidder. **It is the responsibility of the contractor to cap the sewer drainage as close to the right-of-way as possible, must be inspected before closed up.** The City of Moberly will provide any necessary paperwork to Ameren UE for the removal of electric and gas services at the request of contractor and Ameren.

101 West Reed Street \* Moberly, Missouri 65270-1551

Phone: (660) 263-4420

Fax: (660) 269-8171

16. Damage incurred to sidewalks, public utilities or any portion of the public right-of-way as a result of the demolition process is the responsibility of the demolition contractor and must be corrected to the satisfaction of the Code Enforcement Office.

**Any additional fill materials must be provided for or disposed of by the demolition contractor and must be included in the bid price. Each lot must be level and smooth and compacted with adequate topsoil that will sustain lawn grass. All disturbed areas must be seeded. Ten (10%) percent of the bid amount can be retained until such repairs are completed and/or the site is finished.**

Inspections of the premises can be scheduled and coordinated with the Code Enforcement Office.

Thank you for your interest and we hope to receive a bid from your company. If you have any questions; please contact the Code Enforcement Office at (660) 269-7642.

Sincerely,

*Aaron Decker*

Aaron Decker  
Code Enforcement Office

CITY OF MOBERLY

"BID OPENING"  
Sign-In Sheet

Date: 11/01/2022,  
10:00 AM

Name

Company

Shannon Hance

City of Moberly

Aaron Decker

City of Moberly

Cara Beal

City of Moberly

Sharon Turner

Lueckes Hauling LLC

John Luedke

JTL

Garrett Kelly

GBK Excavating

KARA COOK

JT Helman Const.

Anthony Strack

Strack Excavating

Bob Anderson

Ahrens Demolition

Billy Bow / Jackie Henderson

Bow & Henderson LLC

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

CITY OF MOBERLY

"BID OPENING"

Date: 11/01/2022, 10:00 AM

David Wiedeman \$ 830,000.<sup>00</sup>

Schafers Excavating \$ 821,200.<sup>00</sup>

Inde.gd \$ 747,000.<sup>00</sup>

JTL \$ 805,209.<sup>12</sup>

Ahrens Contracting \$ 554,000.<sup>00</sup>

Hendren Excavating \$ 755,000.<sup>00</sup>

Luecker Hauling \$ 829,500.<sup>00</sup>

GBK Excavating \$ 736,000.<sup>00</sup>

Strach Excavating \$ 586,259.<sup>95</sup>

RLP Consulting \$ 928,390.<sup>00</sup>

JT Holman \$ 519,000.<sup>00</sup>

Red Rock \$ 440,000.<sup>00</sup>

\_\_\_\_\_ \$ \_\_\_\_\_

\_\_\_\_\_ \$ \_\_\_\_\_

CITY OF MOBERLY

"BID OPENING"  
Sign-In Sheet

Date: 11/01/2022,  
10:00 AM

Name

Company

Shannon Hance

City of Moberly

Aaron Decker

City of Moberly

Cara Beal

City of Moberly

Sharon Turner

Lueckes Hauling LLC

John Luedke

JTL

Garrett Kelly

GBK Excavating

KARA COOK

JT Helman Const.

Anthony SFrack

SFrack Excavating

Bob Anderson

Ahrens Demolition

Billy Bow / Jackie Henderson

BOWSTON LLC

CITY OF MOBERLY

"BID OPENING"

Date: 11/01/2022, 10:00 AM

David Wiedeman \$ 830,000.<sup>00</sup>

Schafers Excavating \$ 821,200.<sup>00</sup>

Inde.g.p \$ 747,000.<sup>00</sup>

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Strach, Excavating \$ 586,259.<sup>95</sup>

RLP Consulting \$ 928,390.<sup>00</sup>

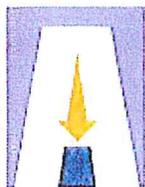
JT Holman \$ 519,000.<sup>00</sup>

Red Rock \$ 460,000.<sup>00</sup>

\_\_\_\_\_ \$ \_\_\_\_\_

\_\_\_\_\_ \$ \_\_\_\_\_



**Ahrens Contracting, Inc.**

140 Lafayette Ave.

St. Louis, MO 63104

Ph 314-631-7799 Fax 314-621-0977

WBE, WBENC, ISN &amp; Avetta Certified

October 31, 2022

City of Moberly

1200 Demolition

Items	Unit Price
Pre-demolition asbestos inspection of all structures	\$ 6,000.00 - Lump Sum
Removal of floor tile on wood	\$ 4.00/ft <sup>2</sup>
Removal of floor tile with black mastic on concrete	\$ 5.50/ft <sup>2</sup>
Removal of vinyl flooring covering	\$ 20.00/ft <sup>2</sup>
Removal of TSI, pipe insulation (friable insulation)	\$30.00/lf <sup>2</sup>
Removal of transite exterior siding	\$ 4.00/ft <sup>2</sup>
Removal of Caulks/Glazing (Windows)	See Labor Rate below
Removal of Flashing (Roofing)	See Labor Rate below
Miscellaneous Asbestos Material Removal including but not limited to Popcorn Ceilings, Boilers, Drywall, Vermiculite, Windows, Roofing, etc..	\$71.00/hr
Landfill Rates for Asbestos - 30yd <sup>3</sup> Container	\$1,500.00 per container
Miscellaneous Asbestos Abatement Materials, Equipment, Sub-Contractors, and other related expenses.	15% mark-up

Ahrens Contracting Inc. • 140 Lafayette Avenue • St. Louis, MO 63104

Ph 314.631.7799 Fax 314.621.0977

ACORD™

CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)  
9/28/2022

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

IMPORTANT: If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must have ADDITIONAL INSURED provisions or be endorsed. If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer any rights to the certificate holder in lieu of such endorsement(s).

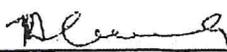
PRODUCER <b>USI Insurance Services LLC</b> 13075 Manchester Road, Suite 325 Saint Louis, MO 63131 314 436-2399		CONTACT NAME: <b>Marianna Renshaw</b> PHONE (A/C, No, Ext): <b>314 436-2399</b> FAX (A/C, No): <b>314 342-7170</b> E-MAIL ADDRESS: <b>marianna.renshaw@usi.com</b>															
INSURED <b>Ahrens Contracting, Inc.</b> 140 Lafayette Saint Louis, MO 63104		<table border="1"> <thead> <tr> <th>INSURER(S) AFFORDING COVERAGE</th> <th>NAIC #</th> </tr> </thead> <tbody> <tr> <td>INSURER A : Cincinatti Specially Underwriters Ins</td> <td>13037</td> </tr> <tr> <td>INSURER B : Homesite Insurance Company of Florida</td> <td>11156</td> </tr> <tr> <td>INSURER C : Cincinatti Casualty Company</td> <td>28665</td> </tr> <tr> <td>INSURER D : Navigators Specially Insurance Co.</td> <td>36056</td> </tr> <tr> <td>INSURER E : Travelers Property Cas. Co. of America</td> <td>25674</td> </tr> <tr> <td>INSURER F :</td> <td></td> </tr> </tbody> </table>		INSURER(S) AFFORDING COVERAGE	NAIC #	INSURER A : Cincinatti Specially Underwriters Ins	13037	INSURER B : Homesite Insurance Company of Florida	11156	INSURER C : Cincinatti Casualty Company	28665	INSURER D : Navigators Specially Insurance Co.	36056	INSURER E : Travelers Property Cas. Co. of America	25674	INSURER F :	
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INSURER F :																	

COVERAGES CERTIFICATE NUMBER: REVISION NUMBER:

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSR LTR	TYPE OF INSURANCE	ADDITIONAL INSURER	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
A	<input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR <input checked="" type="checkbox"/> BI/PD Ded: \$10,000 GEN'L AGGREGATE LIMIT APPLIES PER: <input type="checkbox"/> POLICY <input checked="" type="checkbox"/> PROJECT <input checked="" type="checkbox"/> LOC OTHER:			CSU0196761	09/30/2022	09/30/2023	EACH OCCURRENCE \$1,000,000 DAMAGE TO RENTED PREMISES (Ea occurrence) \$100,000 MED EXP (Any one person) \$1,000 PERSONAL & ADV INJURY \$1,000,000 GENERAL AGGREGATE \$2,000,000 PRODUCTS - COMP/OP AGG \$2,000,000 \$
C	AUTOMOBILE LIABILITY <input checked="" type="checkbox"/> ANY AUTO OWNED AUTOS ONLY <input checked="" type="checkbox"/> HIRED AUTOS ONLY <input checked="" type="checkbox"/> Drive Oth Car <input type="checkbox"/> SCHEDULED AUTOS NON-OWNED AUTOS ONLY			EBA0666464	09/30/2022	09/30/2023	COMBINED SINGLE LIMIT (Ea accident) \$1,000,000 BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$ \$
B	<input checked="" type="checkbox"/> UMBRELLA LIAB EXCESS LIAB DED <input checked="" type="checkbox"/> RETENTION \$0			CXP14152400100	09/30/2022	09/30/2023	EACH OCCURRENCE \$5,000,000 AGGREGATE \$5,000,000 \$
C	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? <input checked="" type="checkbox"/> N/A (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below			EWC0666528	09/30/2022	09/30/2023	<input checked="" type="checkbox"/> PER STATUTE <input type="checkbox"/> OTHER E.L. EACH ACCIDENT \$1,000,000 E.L. DISEASE - EA EMPLOYEE \$1,000,000 E.L. DISEASE - POLICY LIMIT \$1,000,000
D	Pollution Liab			NY22ECPX00630NC	09/30/2022	09/30/2023	10,000,000
E	Contr Equip/L&R			QT6308N345613TIL22	09/30/2022	09/30/2023	350,000

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)

CERTIFICATE HOLDER  For Information Purposes	CANCELLATION SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.
	AUTHORIZED REPRESENTATIVE 



Unit pricing for any possible asbestos removal needed prior to demolition of building.

- Floor Tile Only- \$3.50 SF
- Mastic on Concrete - \$1.00 SF
- Mastic on Wood - \$0.85 SF
- Sheet Flooring on Concrete - \$4.00 SF
- Sheet Flooring on Wood - \$3.50 SF
- Exposed Pipe Insulation – \$20.00 LF
- Pipe insulation that needs to be exposed to gain access to \$25.00 LF
- Ceiling Popcorn Texture - \$9.00 SF
- Window Glazing- \$100 per window frame
- Caulking - \$5.00 LF
- Drywall Mud (Removal of all drywall would have to take place at this point)\$3.00 SF
- Duct Seam Tape - \$4.00 LF
- Fire Doors (Removal and dispose of entire door) \$100.00 per door.
- Roof mastic - \$20.00 SF
- Wall mastic or ceiling mastic - \$10.00 SF
- Vermiculite insulation - \$10.00 Cubit Foot
- Complete detailed Asbestos inspection report \$7,000.00

Red Rock Moberly INN

WS #8.

Asbestos Testing  
\$ 6000.00 10mp'som

### Asbestos Removal

Floor tile on wood ~ \$2.75/~~sq~~sq. Ft

floor tile and mastic - \$3.25/~~sq~~sq. Ft.  
on concrete

Vinyl Floor covering - \$4/sq Ft

T&I, pipe fws (frizable) - \$~~20~~25/LF

Transite siding - \$3/sq Ft.

caulking/glazing - \$2.2/LF

Flashing - \$2/LF

Land fill Rates - \$1000/30 yd<sup>3</sup> Dumpster

Mobilization - \$5000.00

popcorn ceiling - \$4/sq Ft.

other Labor  
rate - \$35/hr



# RLP CONSULTING, LLC

Commercial Property, Maintenance, Recovery

PMB 324, 2000 E. Broadway Columbia MO 65201-6091

Phone:(573) 356-4501 Email: rlpconsulting9302@gmail.com

10/31/2022  
1200 E Highway 24  
Moberly, MO.

## BID PROPOSAL

Attention – City of Moberly (Moberly Inn Suites)

### SCOPE OF DEMOLITION

- Complete removal of building structures.
- Removal of structure footings and foundation.
- Haul off demolished materials.
- Required paving.
- Disconnect water and sewer (assumes water and sewer mains are not in the street)
- Disconnect gas and electric.
- Obtain and pay for all necessary demolition permits.

Exclusions - compaction testing, underground tank removal, asbestos removal, hazardous materials, environmental surveys, SWWWP Plan, MSD permits.

- Demolition of structures \$522,900.00
- Demolition of surfaces \$131,000.00
- Landfill fees \$120,255.00
- Fill Materials \$48,805.00
- Grading/seeding \$59,760.00
- Site fence/erosion control \$45,670.00

**TOTAL COST OF PROJECT: \$928,390.00**

See attachment for Abatement/Asbestos removal below.

## Asbestos/Abatement Removal

### Asbestos Inspection per item unit cost as follows –

The asbestos inspection and abatement cost IS NOT included in the ~~X~~ total cost of the project and will be added once completed.

- Labor \$600/day
- Support Vehicle \$110/day
- Mob/Demob \$130/day
- Sample shipping/handling \$130/day
- Sample Analysis \$20/each
- Report Writing \$600/day
- Administration Report Prep \$400/day
- Report Materials and Postage for 3 reports \$50/each

### Asbestos Abatement

- Floor Tile only \$4.00 sf
- Mastic on concrete \$1.50 sf
- Mastic on wood \$0.85 sf
- Sheet flooring on concrete \$5.00 sf
- Sheet flooring on wood \$4.50 sf
- Exposed pipe insulation \$24.00 lf
- Pipe insulation requiring removal of wall panels \$25.00 lf
- Popcorn ceiling texture \$10.00sf
- Window glazing \$100.00/window
- Caulking \$5.00
- Duct Seam Tape \$4.50 sf
- Fire doors (removal and disposal of door) \$100.00/door
- Roof mastic \$20.00 sf
- Wall or ceiling mastic \$10.00 sf
- Vermiculite Insulation \$13.00 cf

This is a legal binding contract agreement from RLP Consulting, LLC for work to be completed at: 1200 E Highway 24, Moberly, MO 65270. D. Neil G. Consulting

Authorizing Signature - *Rusty Plunkett*  
Print Name - RUSTY PLUNKETT  
Title - President / CEO RLP CONSULTING LLC  
Date Signed - 11-31-2002

Accepted By Customer - \_\_\_\_\_  
Authorizing Signature - \_\_\_\_\_  
Print Name - \_\_\_\_\_  
Title - \_\_\_\_\_  
Date Signed - \_\_\_\_\_



Midwest Environment Studies

P.O. Box 737

Cape Girardeau, MO 63702



Expiration Date: 06/30/2023

Registration Number: 23-06-0248

**Missouri State Registration for Asbestos Contractors**

issued by Department of Natural Resources

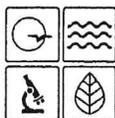
P.O. Box 176

Jefferson City, MO 65102

Phone (573) 751-4817

**Midwest Environmental Studies**

has successfully completed the requirements for registration as an Asbestos Contractor. This Missouri State registration is subject to review and the director may deny, suspend, or revoke the registration per RSMo, chapter 643.230.



**MISSOURI**  
DEPARTMENT OF  
NATURAL RESOURCES

05/06/2022

Date Issued

Director of Air Pollution Control Program



**Attachment A**

<b>Asbestos Abatement</b>	<b>Unit bid price</b>	
Floor Tile only	\$3.50	per SF
Mastic on Concrete	\$1.00	per SF
Mastic on wood	\$0.85	per SF
Sheet flooring on concrete	\$4.00	per SF
Sheet flooring on wood	\$3.50	per SF
Exposed Pipe Insulation	\$20.00	per LF
Pipe insulation that need to be exposed to gain access to	\$25.00	per LF
Ceiling Popcorn Texture	\$9.00	per SF
Window Glazing	\$100.00	per window frame
Caulking	\$5.00	per LF
Drywall mud (removal of all drywall would have to take place)	\$3.00	per SF
Duct Seam Tape	\$4.00	per LF
Fire Doors (removal and dispose of entire door)	\$100.00	per door
Roof mastic	\$20.00	per SF
Wall mastic or ceiling mastic	\$10.00	per SF
Vermiculite insulation	\$10.00	per CF
Asbestos dumpster fees	\$1,500	per 30 cu yd dumpster
Complete detailed Asbestos inspection report	see breakdown below	

**Asbestos inspection per item unit cost as follows:**

Labor	\$600.00	per day
Support vehicle	\$110.00	per day
Mob/Demob	\$100.00	per day
Sample shipping/handling	\$130.00	lump sum
Sample Analysis	\$20.00	per each
Report Writing	\$600.00	per day
Administration Report Prep	\$400.00	per day
Report Materials & Postage for 3 reports	\$50.00	per each
Profit & Overhead	35%	



Insurance • Bonds • Employee Benefits • Financial Services

Re: GBK Excavating

City of Moberly,

This letter is regarding the insurance requirements for the demolition job. I am the insurance agent for GBK Excavating. GBK Excavating meets all the requirements of the bid specs for insurance except the \$3 million aggregate on the general liability. GBK currently has a \$2mil aggregate. If GBK is the successful bidder on the project, we will obtain an excess umbrella to meet the required \$3mil aggregate.

Thanks,

Steve Tade

Winter Dent & Co.



WS #8.



<u>Material</u>	<u>Unit of Measure</u>	<u>Price per Foot</u>	<u>Min. Sq. Ft. Per Building</u>
Floor Tile	Sq. FT.	\$ 7.45	250
Mastic	Sq. FT.	\$ 5.65	250
Floor Sheeting	Sq. FT.	\$ 10.45	100
Windows / Door (Flashing)	Ln. FT.	\$ 11.55	150
Roofing (Flashing)	Ln. FT.	\$ 13.20	100
Popcorn Ceiling	Sq. FT.	\$ 30.25	110
Pipe Wrap	Ln. FT.	\$ 35.20	75
Insulation	Sq. FT.	\$ 39.00	75
Transite Siding	Sq. FT.	\$ 9.80	750
Roofing Shingles	Sq. FT.	\$ 11.50	1000
Built-up Roofing	Sq. FT.	\$ 13.50	1000
Duct Wrap	Sq. FT.	\$ 10.45	250

Asbestos Landfill Fees are included in the above.

WS #8.



PO Box 735  
Kimberling City, MO 65686  
314.837.1700 Office  
660.833.1601 mobile  
800.837.1701 Fax  
lueckeshauling@att.net

November 1, 2022.

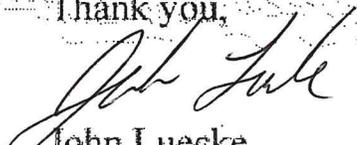
City of Moberly  
101 West Reed Street  
Moberly, MO 65270-1551

Re: 1200 E Highway 24  
Demolition.

Please see the attached Demolition Bid Form for the demolition of the Moberly Inn.  
at the above address.

Please contact me at the above numbers if needed.

Thank you,

  
John Luecke  
President



## Gehm Environmental

Tel 650 882 3485      23879 Highway 98      gehm.com  
 Fax 888 423 5766      Boonville, MO 65233      dgehm@gehm.com



October 26, 2022

Mrs. Carman Hendren  
 Hendren Excavating & Demolition, Inc.  
 12780 E. Zaring Road  
 Columbia, MO 65202

RE: Asbestos Abatement Services  
 Moberly Inn & Suites  
 Moberly, MO 65270

Dear Mrs. Hendren,

Thank you for contacting Gehm Environmental for pricing on the asbestos inspection, testing and abatement at the former Moberly Inn & Suites located at 1200 East Hwy 24, Moberly, MO. Since access to the property was limited, we have provided pricing based on conversations with Mr. Aaron Decker, Building Inspector for the City of Moberly and the bid sheet provided by the City of Moberly. We have attempted to include any asbestos materials that could be found in this type of facility. Our scope of work and pricing for this project are as follows and is based on the following unit rate line items;

- Asbestos Inspection, sampling, analysis and report (Includes two original bound copies) **\$7,900**
- Floor Tile only **\$4.00 sf**
- Mastic on Concrete **\$1.50 sf**
- Mastic on Wood **\$0.85 sf**
- Sheet flooring on Concrete **\$5.00 sf**
- Sheet Flooring on Wood **\$4.50 sf**
- Exposed Pipe Insulation **\$24.00 lf**
- Pipe Insulation requiring removal of wall panels to gain access **\$25.00 lf**
- Popcorn Ceiling Texture **\$10.00 sf**
- Window Glazing **\$100/window**
- Caulking **\$5.00 lf**
- Drywall Mud (Removal of all drywall would have to take place at this point) **\$3.00 sf**
- Duct Seam Tape **\$4.50 sf**
- Fire Doors (Removal and disposal of entire door) **\$100.00/door**
- Roof Mastic **\$20.00 sf**
- Wall or Ceiling Mastic **\$10.00 sf**
- Vermiculite Insulation **\$13.00 cf**

Asbestos abatement to be completed by Richards Remediation and Gehm Environmental.

This price includes mobilization/demobilization, project coordination, landfill profile completion, disposal of asbestos materials, personal protective equipment, MDNR Notification and Inspection fees and supervision by a Missouri licensed Asbestos Contractor.

# Hendren Excavating & Demolition, Inc.

Office: 573/387-4325 • Mobile 881-6346

102

WS #8.

## QUOTATION

TO City of Moberly

Date 10-31-2021

Job Moberly Inn + Suite

Terms: Payment due in full upon completion of job unless other arrangements are made prior to beginning job.

Description	Unit Price	Total Price
<p>We propose to demolish and remove all materials from the site for Moberly Inn + Suite. This includes ground pipe to the edge of the property line, the in-ground pool, all buildings and asphalt. The pool and basement areas are to be filled in with dirt brought to the site. The dirt shall be packed no more than caused by the demolition process. All waste is to be taken to Macor Waste Management at Maple Hill Landfill. All cleanfill is to be taken off site. The finished site is to be leveled, seeded and strawed.</p>	<p>\$799.00 <sup>20</sup> in addition to bid and landfill pricing</p>	<p>\$755,000<sup>00</sup></p>
<p>We propose the above for the amount of</p>		
<p>Any and all Asbestos demolition, removal and disposal to be by Gohm Environmental</p>		

Quoted by: Josh Hendren

Accepted by: \_\_\_\_\_

# Hendren Excavating & Demolition, Inc.

Office: 573/387-4325 • Mobile 881-6346

202  
WS #8.

## QUOTATION

TO City of Moberly

Date 10-31-2022

Job Moberly Iron & Steel

Terms: Payment due in full upon completion of job unless other arrangements are made prior to beginning job.

	Description	Unit Price	Total Price
	All disconnects are to be provided by owner		
	We reserve all salvage rights		
	Any unremovable obstruction or contamination shall become tonnage and material in addition to the quoted price.		
	Our bid is based on all asbestos excluding the asbestos test from Gehm Environmental		
	Payment shall be made in 4 portions as each quarter of the work is done.		
	Extreme weather such as ice, lightning or extreme cold in addition to rain could be cause for completion extension.		

Quoted by: Paul Hendren

96

Accepted by: \_\_\_\_\_





4 Westbury Drive, St. Charles, MO 63301

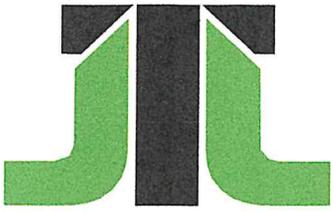
DATE: November 1, 2022

SUBMITTED TO: City Clerk Office  
 COMPANY City of Moberly  
 STREET ADDRESS 101 West Reed Street  
 CITY/STATE/ZIP Moberly, mO 65270

BID NAME **1200 DEMOLITON - ASBESTOS UNIT PRICING**

**PROPOSED ACM UNIT PRICING**

<u>Item Description</u>	<u>Price</u>
FLOOR TILE	\$5.00/SF
FLOOR TILE AND MASTIC	\$7.15/SF
SHEET FLOORING - FRIABLE	\$16.50/SF
WINDOW CAULKING	\$27.50/LF
WINDOW GLAZING	\$22.00/LF
TEXTURED CEILING (POPCORN)	\$8.25/SF
CEILING TILE (1X1)	\$5.50/SF
CEILING TILE GLUE PUCKS	\$6.75/SF
PIPE INSULATION	\$38.50/LF
PIPE FITTINGS	\$45.00/EA
DRYWALL REMOVAL	\$5.80/SF



## STATEMENT OF QUALIFICATIONS

JTL has been in business since September 20, 2004. Along with JTL, we also own Luecke Brothers Trucking, LLC which was established in September of 2009. We own our equipment and are running (8) Skid Loaders, (2) Mini Excavators, 953 High Lift, (2) 963 High Lift, (2) Komatsu PC138 Excavator, Komatsu PC228 Excavator, PC290 Excavator, 750C John Deere Dozer, CAT D6T Dozer, CAT MT835 Challenger, 7930 John Deere Tractor, 4440 John Deere Tractor with Blower, (2) CAT 335 Excavators, CAT 336 Excavator, 7 Tandem Axle Trucks, 2 Single Axle Trucks, 4 Road Tractors equipped with a flat bed, end dump, walking floor, and lowboy trailers, Roll-Off Truck with 30 Boxes. JTL/Luecke Brothers employs 8 full time Superintendents along with union laborers, operators and teamsters serving the St. Louis area.

John T. Luecke is the sole owner of JTL and Luecke Brothers Trucking, LLC. and he has the only financial interest in the companies.

We currently carry \$1,000,000.00 in commercial general liability plus \$2,000,000.00 in general aggregate, \$150,000 in cargo insurance and \$200,000 in catastrophe cargo insurance. We also have Umbrella coverage of \$7,000,000.00, \$150,000 Installation Floater, Pollution Liability at 3,000,000.00 and Workmen's Compensation is paid at the current state level.

All the equipment and vehicles are housed under roof. Breakdowns are kept to a bare minimum due to mechanics servicing equipment regularly.

All supervisors and onsite employees have completed proper OSHA 10 safety training and participates in our monthly safety meetings that coincide with our safety program. Also, our foremen and project managers have participated in MoDOT's Consent Decree/ Land Disturbance Training.

We also have employees that are associated with the Local 513 Operators Union, Local 660 Labors Union, Local 110 Labors Union, and Local 682 Teamsters.

JTL also has a Drain Layers License in St. Charles County.

The following is a list of companies and/or individuals that JTL/ Luecke Brothers Trucking, LLC. has done work for that can show the ability to fully perform our job:

**Missouri Army National Guard** - We repaired erosion in the compound at the Hannibal Armory, in September 2009 for \$23,725.00. Repaired drainage and widen gate at the Richmond Armory, Richmond, MO in November 2010 for \$23,750.00. Repaired the erosion in the motor vehicle compound at St. Joseph, MO in November 2010 for \$24,375.00. Jefferson Barracks, Bldg. 24 seed, straw, fertilize and water grounds completed 5/6/11 for \$18,472.25. Please contact Mr. Kit Sybert at 573-638-9652, 6819 N. Boundry Rd., Jefferson City, MO 65101

**Eco Recycling, Inc.-** We are also on call screening service averaging \$15,000 per year. Please contact Tom Barnewolt at 314-862-3335, 6515 Page Avenue, St. Louis, MO 63133

Office: (314)831-3954

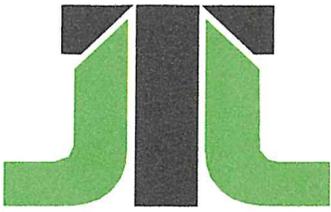
Fax: (314)837-0230

[office@jtlstl.com](mailto:office@jtlstl.com)

JTLSTL.com

4 Westbury Drive, St. Charles, MO 63301





**City of O'Fallon** – In November of 2016, we completed “2016 Stormwater Improvement Projects” for \$351,423.00. In October of 2018 we completed “Feise Forest Ct. Slope Stability Project” in the amount of \$144,393.00. Please contact Ben Von Harz at (636) 379-5513. “Rock Hauling” with amount not to exceed \$27,000.00. Please contact Tony Steele 314-568-9058. “Lake Whetsel Improvement Project” contract value is \$1,084,401.18. Please contact Chris Clercx at 636-379-5590.

**City of St. Peters**- We have performed on numerous occasions’ custom dirt screening. We also completed a creek clearing channel (P-18 Spencer Creek Channel Clearing Project) in spring of 2015 for \$23,650.00. We also completed in 2015 a demolition on McClay Rd. \$6,800.00. Please contact Bill Malach at 636-485-9920. We also completed an Underbrush and Invasive Brush removals with our Diamond Mower in front of the skid loader in 2016 for \$29,531.00. Please contact Amy Haddock 636-477-6600 X 1321. In June of 2017, we completed a house demolition on Greenfield Dr. in the amount of 15,664.00. Please contact Roger Stewart at [rstewart@stpetersmo.net](mailto:rstewart@stpetersmo.net). In June of 2017 we completed a large project called Woodlands Culvert Improvements in the amount of \$276,000. We also, completed Calwood Stormwater Retrofit Project, in the amount of \$583,000.00- please contact Amy Haddock. In December of 2018 we completed a Ditch Clearing project- please contact Amy Haddock at 636.477.6600 x1321.

**Wehmeyer Farms** –. In 2013 we also built several retaining walls for MSD in Fawn Valley, which is in Manchester, MO for \$ 654,000.00. We also have done multiple straw blowing jobs for MoDot for erosion control. We also constructed basin improvements in St. Peters, MO and built a boulder wall inside channel for a total of \$246,303.36. We were also hired to mobilize Wehmeyers equipment from time to time with our 55 ton detach trailer. Please contact Roger Wehmeyer at (314) 574-5517, 680 Himmel Road, Moscow Mills, MO 63362.

**Vee Jay Cement** - We have performed several jobs for Vee Jay Cement from 2012 through 2019. Fort Zumwalt South School where we broke concrete and curbs, took out all trees and landscaping, and hauled off all materials. Shaw Park, we demolished and hauled off the tennis courts, excavated and hauled off for yard drains and installed french drain trench. West Lark Industrial, we tore out streets and hauled off broken concrete (8” thick with rebar). West Early Childhood Center, we tore out asphalt streets and hauled off 15’. In all of 2015 and some parts of 2016, we tore out concrete/asphalt from St. Charles Convention Center in the amount of \$101,590.84. In 2016, we removed and hauled off existing asphalt and concrete at Woodson Terrace in the amount of \$22,911.28. Please contact Sal Vitale at (314)351-3366.

**G.I. Construction**- We performed many jobs including Emergency utility work in Jefferson Barracks ranging from grading, hauling and different landscape jobs. Please contact Pat Orr 314-881-3300, 2914 Locust Street, St. Louis, MO 63103.

**Great Rivers Greenway District**- We installed, maintained, and removed a Storm Water Pollution Prevention over the life of the project, installed shot rock key and repaired a slope failure and rough graded the site. Installed an underdrain along uphill side of the trail, finish graded all disturbed areas with seed and performed site restoration for \$179,189.00 in 2015. Please contact Patrick Owens 314-932-4902.

**Marcus Buckingham/ City of Pine Lawn**- We performed a residential demolition, and seed and applied straw to entire lot in 2014 for \$11,500.00. Please contact [mcbuckingham69@att.net](mailto:mcbuckingham69@att.net) or contact City of Pine Lawn 314-261-5500.

Office: (314)831-3954

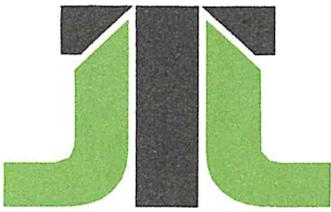
Fax: (314)837-0230

[office@jtlstl.com](mailto:office@jtlstl.com)

JTLSTL.com

4 Westbury Drive, St. Charles, MO 63301





**City of St. Charles-** We performed ditch maintenance along North Highway 94 in December 2014 for \$79,495.00. July of 2016, we completed “Exposed Sanitary Pipes in Creek Banks” project, contract in the amount of \$688,920.45. Please contact John Reeves 636-946-3514 for North Highway 94. In December of 2017 we completed a project called Barthel to North Main drainage improvements in the amount of \$333,815.53. Please contact Tim Rohrbacker at 636- 949-3237. We completed the “West Branch of Sanford Creek”, contract in the amount of \$ 920,572.50. Please contact Steve Dansbury at [steve.dansberry@stcharlescitemo.gov](mailto:steve.dansberry@stcharlescitemo.gov). In December of 2019 we completed (3) demolitions, in the amount of \$44,700.00. Please contact Todd Strong 636-949-3594.

**City of Warrenton-** We built a Redi Rock Retaining wall at Morgan Park in December 2014 for \$11,830.68. Please contact Brad at 636-262-7796.

**David Ott-** We built a custom boulder retaining wall, seeded, and sodded different areas totaling \$48,000.00. Contact David Ott at 314-705-1025.

**City of Florissant, MO-** In 2015 we completed a House Demo located at 1840 Swallow Lane. The total amount was 11,899.00. Contact Phillip Lum 314-839- 7642. In December of 2019 we completed “Koch Park Aquatic Park Demolition”. Please contact Cheryl Thompson-Stimage 314-839-7670.

**Riverview Garden’s School District-** In 2015 we hauled topsoil onto the school grounds for an athletic field totaling \$5,975.00 and did brush hogging on site for \$3,880.00. In 2016, we laser graded and applied seed and straw to 3.5 acres on the Soccer and Softball field totaling \$33,548.35 Contact Zachary Thurwalker 618-580-5730.

**City of Wentzville-** We operated on a detention basin making repairs, totaling \$47,200.68, in 2015. Please contact Greg Wallace at 636-639-2050.

**Metropolitan St. Louis Sewer District-** In 2015 we installed a modular block retaining wall in a channel in unincorporated St. Louis County, totaling \$138,329.68 in 2015. Please contact Kelly Kinder at 314-768-2730

**Bob Peniston-** Spring Valley Woods #4 Streambank and Channel Protection, totaling \$5,000.00, in 2015. Please contact Bob Peniston at 636-447-2544.

**City of Moberly (Shafer Kline & Warren)-** In 2015, Wicker Street Storm Outfall Project a sanitary storm detention pond, totaling \$247,770.57. Please contact David Ausmus with Shafer, Kline & Warren Moberly at 660-651-6282.

**City of Weldon Spring -** In late December of 2015 we cleared brush and demoed a building in the amount of \$15,452.00. Please contact Michael Padella at 636-441-2110 ext 102.

**CenterPoint Properties-** In Mid 2016 we cleared the site of brush for \$5,415.00. Please contact Steve Lopez at 630-586-8186.

**Biondo Hauling & Sewer-** We have completed multiple sewer and water main repairs as requested on a Time and Material rate. Please contact Vito Biondo at 314-838-5841.

**City of Kirkwood-** In June of 2016, we demolished and hauled off debris from the “Picnic and Pavilion, in the amount of \$2,853.00. Please contact Dan Gatti at 314-984-5982.

Office: (314) 831-3954

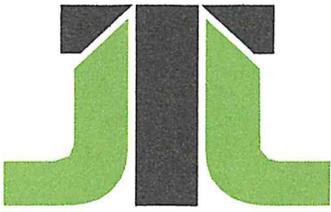
Fax: (314) 837-0230

[office@jtlstl.com](mailto:office@jtlstl.com)

JTLSTL.com

4 Westbury Drive, St. Charles, MO 63301





**Tony Cyr (Builder) and Cathy Martin (Home Owner)**- In July of 2016 we completed site clearing, digging for foundation, import of mass amounts of rock, and boulder wall for RV pad, all totaling \$38,416.68. Please contact Tony Cyr at 636-262-8188 the builder and Cathy Martin by e-mail only at [cmartin1922@gmail.com](mailto:cmartin1922@gmail.com).

**Pearle Investments**- In July of 2016 we completed multiple tasks which include clearing, grubbing, pond excavation, bringing house up to subgrade, installing boulder wall and installing seed and straw to disturbed areas, all in the amount of 84,590.12. Also, late 2016 into 2017 we started installing a new box culvert, headwalls, and paving totaling \$159,906.00. Please contact Jim Thomann at 314-568-0865.

**Greg Palen (Home Owner)**- In July of 2016 we cleared the site, along with demolishing the existing shed and house that was on property, dug test hole for new foundation and excavate for new driveway in the amount of \$74,475.00. Please contact Greg Palen at 314-435-5179.

**City of Desloge**- In November of 2016, we completed the West Desloge, WPA Channel Improvements. Original contract was in the amount of \$968,486.00. The City of Desloge extended our contract, and the close out contract came to \$1,699,544.38. This work included demolishing an old wall, excavating for a new proposed wall, installing a Recon Wall System over 21,000 square feet, installing 11 manholes and 1200 lineal feet of 10" pipe. Please contact Greg Camp with the City of Desloge at 573-431-3700 or Zac York with Hurst- Roche (Engineer) at 636-333-3351.

**Marschel Wrecking**- During 2017, 2018 and 2019 we performed hauling services on numerous occasions, all over St. Louis and St. Charles counties. Please contact Joann Marschel (636) 326-4940.

**Central Stone**- In November of 2017 we completed 4 house demolitions in Florissant, MO in the amount of \$30,193.71. Please contact Randy Barke at 618-604-2308.

**Southeast Missouri State University**- In mid-December of 2017 we completed 2 house demolitions, compaction testing, finish grade and seed and straw in Cape Girardeau, MO in the amount of \$83,228.25. Please contact either Kara Grantham at 573-651-2057 or Chris Koehler (engineer) at 573-335-3026.

**MoDOT**- In August of 2018 we completed the Steelville Maintenance Building Demolition. Please contact Allen Wankum at 573-690-1172.

**St. Charles County Highway Dept**- In October of 2017 we completed a project in St. Charles called Pinewoods and McClay Detention Basin which required clearing and grubbing one acre, hauling off 15,000 yards of material, and installed an overflow structure. Fine grade with GPS Dozer and installed large rip rap. We also installed 7000 square yards of sod and maintained in the amount of \$265,674.60. Please contact Terry Riggs at [TRiggs@sccmo.org](mailto:TRiggs@sccmo.org).

**Ava Construction**- In February of 2018 we completed a house demolition at 3572 Ashby Rd. Please contact Joe at 314-532-2556.

**Emerson Electric/ DCM Management**- We have completed many projects from Replacing Culvert pipes, Snow Removal and Multiple House Demolitions. Please contact Allen Campbell at 314-568-4568.

Office: (314)831-3954

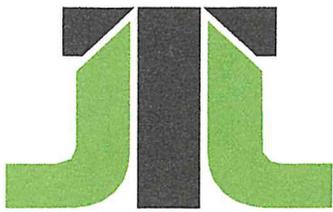
Fax: (314)837-0230

[office@jtlstl.com](mailto:office@jtlstl.com)

JTLSTL.com

4 Westbury Drive, St. Charles, MO 63301





**Luecke's Hauling, Inc./United Services-** We completed a house demo at Enchanted Ct. Weldon Springs, MO in the amount of \$21,539.25. Please contact Brian Sadorf with United Services at 314-298-2701.

**Flower and Fendler-** In 2018 continuing to 2019 we have completed a few projects for Flower and Fendler. Projects include demolition, clearing, site work, site grading using GPS, and basement digs. Job names include The Bend at Sulphur Springs and Carmen Estates. Please contact President Sean Flower at 314-596-2587.

**Jordan Tierney-** We performed site clearing, rock breaking, grading and constructed a large retaining wall, around 1,250 square feet of wall. Please contact Jordan Tierney at 314-315-6230.

**City of Fulton-** In early January 2019, we completed a "Industrial Building Demolition", site was roughly 34,000 square feet in the amount of \$49,134.75. Please contact Kyle Bruemmer at 573-680-4452 or our on-site contact Nick at 573-220-1035.

**BluSky Restoration Contractors-** In 2019 we completed a house demolition that was partially burned in the amount of \$14,990.00, we also completed a Car Port Demo in the amount of \$8,200.00. Please contact Brian Rouff at 314-298-2701.

**Ferguson Florissant School District –** In December 2020 we completed a demolition project of 4 Vacant Administration Buildings for the school district with a contract amount of \$999,219.00. This project included asbestos removal of the buildings, demolition of buildings and haul off all materials, finish grading and seeding and strawing. Please contact Matthew Furfaro at 314.824.2418.

#### **JTL – Work in Progress/Recently Completed**

##### **City of St. Charles – 7<sup>th</sup> Street to Boone's Lick Storm Sewers Project – 100% Complete – July 2021**

Install new, larger diameter storm sewer pipes along 7<sup>th</sup> Street between Perry Street and Schaefer Place and additional street inlets, construct a detention basin and a 12,564 SF retaining wall. 1438 LF of sewer pipe varying in size from 12" to 60" in diameter and appurtenances, pipe rehabilitation totaling approx. 105 LF of joint grouting and approx. 223 LF of pipe lining. 14,550 cy of excavation and haul off. The contract amount for this project \$2,192,578.75. Please contact Jonathan Swagman at 636.255.6157

##### **ICS – St. Louis County Library Administration Building – 100% Complete – May 2021**

Retaining Wall Package – Build 3 retaining walls for a total of 16,950 sf of wall. The contract amount for this project \$473,028.00. Please contact Erin Wigger at 314.534.6664.

##### **Paric – Dierbergs Lake St. Louis – 100% Complete – May 2021**

Retaining Wall Package – North, South and Basin Redi Rock Walls for a total of 5,100 sf. The contract amount for this project \$199,540.00. Please contact Jordan Finley at 314.341.7431

##### **MSD – Kenwood June Creek Bank Stabilization – 100% Complete – November 2021**

Creek Bank Excavation – 4,000 CY, 6500SF of Retaining Wall, Storm Pipe, Clearing and Rock Revetment. The contract amount is \$1,030,981.36. Please contact Andrew Day 314.768.2799

Office: (314) 831-3954

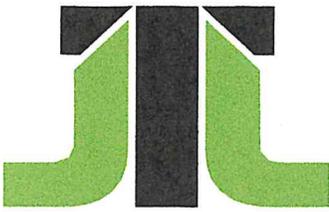
Fax: (314) 837-0230

[office@jtlstl.com](mailto:office@jtlstl.com)

JTLSTL.com

4 Westbury Drive, St. Charles, MO 63301



**Wachter – Bayless Junior High School Addition – 97% Complete**

Earthwork and Retaining Wall Package – Cell Tower, Building Foundation and Pavement Removal, Excavation and Footing Excavation, Remediation of Footings and Building Pad, Retaining Wall Excavation and Support, Retaining Walls, Subgrade and Finish Grade. The contract amount for this project \$226,735.00. Please contact Mark Kamp 636.464.3555.

**Musick Construction Co. – Chase Bank – Florissant – 100% Complete – June 2021**

Demo the existing 54<sup>th</sup> Street Bar & Grill on the property along with pavement, walks and curbs. Grade/Finish Grade once the demo is complete. The contract amount for this project \$65,660.00. Please contact Ron Gallagher 314.781.7005

**Vee-Jay – USPS O’Fallon – 100% Complete – July 2021**

Demo and Haul Off 56,700 SF of Concrete. The contract amount is \$52,995.00. Please contact Ed Brennan 314.270.4401

**McKelvey Homes – Sommerlin – 100% Complete – October 2022**

Demo 4 residential houses for development. Erosion Control, Construction Entrance, 5 Acres of Clearing and Grubbing, On Site Cut/Fill – 70,000 CY, Subgrade Streets and Backfill Curbs and Sediment Basin Excavation. The contract amount is \$255,745.00. Please contact Dave Warchol 618.444.5982.

**SM Wilson – Francis Howell North High School – 100% Complete – December 2021**

Bid Package #01 – Demolition, Earthwork and Site Utilities. Demo of Concession Stand, Restrooms and Stadium. Clearing, On-Site Cut/Fill, Remediation, Sub Grade, Retaining Wall and SWPPP also complete the Sanitary, Storm and Sewer Package for the new high school location. The contract amount is \$2,744,127.00. Please contact Matt Frank at 314.633.9627.

**Missouri American Water – 3 Packages – July 15, 2021 Start Date – 100% Complete**

Install new water main within the MOAW district. Pkg 155 – Contract Value \$652,900.00. Pkg 205 – Contract Value \$794,000.00. Pkg 209 – Contract Value \$482,000.00. Please contact Chris Lesch at 314.996.2259.

**Bonhomme Church Bank Stabilization – Bonhomme Church – 100% Complete – August 2021**

Clear and grub site, tree protection with orange snow fence, create temporary access road, siltation control, excavation and haul off, filter fabric, install approx. 4,700 cy of 24 inch shot rock, remove, and replace fence and protect and restore site. The contract amount is \$219,500.00. Please contact 636.778.5105.

**Musick Construction Co. – Chase Bank – Ellisville – 100% Complete – Decmeber 2021**

Demo the existing Mazingo Music on the property along with pavement, walks and curbs. The contract amount for this project \$23,815.00. Please contact Ron Gallagher 314.781.7005

**City of Overland – Demolition and Retaining Wall – Start Date February 21, 2022**

Demolition of a dangerous building and asphalt parking lot and haul off. Remove existing retaining wall and replace 400 sf retaining wall. Please contact Jason McConachie at 314.428.4321.

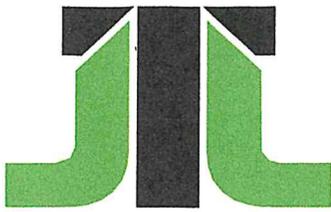
Office: (314)831-3954  
Fax: (314)837-0230

[office@jtlstl.com](mailto:office@jtlstl.com)

JTLSTL.com

4 Westbury Drive, St. Charles, MO 63301



**SM Wilson – Francis Howell North High School – 60% Complete – Start February 2022**

Bid Package #05 – Second Phase - Demolition, Earthwork and Site Utilities. Clearing, On-Site Cut/Fill, Remediation, Sub Grade, and SWPPP also complete the Sanitary, Storm and Sewer Package for the new high school location. The contract amount is \$3,230,936.00. Please contact Matt Frank at 314.633.9627.

**Elite Development – Riverstone – 57% Complete – Start September 2022**

Clearing, Miscellaneous Demolition, Earthwork. The contract amount for this project is \$465,535.00. Please contact Taylor Stuart at 314.308.1717.

**Rolwes Company – Kreder Farms – 100% Complete – October 2022**

Install Sanitary, Storm and Water for Rolwes new residential development in St. Charles, MO. The contract amount for this project is \$527,731.00. Please contact Adam Baer at 314.821.9600.

**Missouri American Water – 3 Packages – August 2022 Start – 85% Complete**

Install new water main within the MOAW district. Pkg 177 – Contract Value \$1,083,461.00. Pkg 222 – Contract Value \$776,529.00 Pkg 295 – Contract Value \$2,973,346.00. Please contact Chris Lesch at 314.996.2259.

**Musick Construction Co. – Chase Bank – Hampton Village – Start Date November 2022**

Erosion Control, Pavement Removals and Remediation and Earthwork for new Chase Bank Location. The contract amount for this project \$70,980.00. Please contact Ron Gallagher 314.781.7005



# IndEqX

Industrial Equipment Extraction Since 1987

Joshua Sedlak-Mike Sedlak

838 Panther Hollow Rd  
Seymour MO 65746

Phone/Fax (417) 935-2393

Joshua cell (417) 827-3460

Mike Sedlak (417)554-0687

Mike@indeqx.com

Joshua@Indeqx.com

www.indeqx.com

Line-Item pricing for, Asbestos Testing per unit cost, Asbestos Removal per unit cost and Asbestos Landfill Fees.

For the 1200 East Hwy 24 Moberly MO, 65270 location.

---

Building Inspections	\$ 700 per inspection.
Floor Tile and Mastic	\$ 3.25 Square ft
Carpet Tile and Mastic	\$ 4.25 Square ft
Drywall System	\$ 5.25 Square ft
Ceiling/Wall Texture	\$ 6.25 Square ft
Caulk	\$ 3.50 Ln ft
Window Glaze	\$ 7.00 Ln ft or 140.00 per window.
Pipe Insulation	\$ 15.00 Ln ft
Duct Wrap/Seam Tape	\$ 15.00 Ln ft
Vermiculite Insulation	\$ 30.00 Square ft
Transite Panels/Transite Siding	\$ 3.33 Square ft





S. Shafer Excavating Incorporated  
4212 Sam's Road  
Pontoon Beach, Illinois 62040  
[shaferexcinc@att.net](mailto:shaferexcinc@att.net)  
618-931-6237  
618-931-8810 FAX

Re: 1200 E Highway 24, Moberly, Missouri- Asbestos Abatement Unit Costs

1. Asbestos Survey- \$5,500.00
2. Floor Tile- \$ 6.25 per foot
3. Floor & Tile & Mastic- \$ 7.11 per foot
4. Popcorn Ceiling Texture- \$ 12.34 per foot
5. Linoleum- \$ 10.24 per foot
6. Drywall- \$ 5.95 per foot
7. Pipe Insulation- \$ 41.50 per linear foot
8. Roof Flashing- \$ 6.42 per foot
9. Window Caulking/ Glazing- \$ 6.42 per linear foot

S. Shafer Excavating Incorporated  
4212 Sam's Road  
Pontoon Beach, Illinois 62040  
[shaferexcinc@att.net](mailto:shaferexcinc@att.net)  
618-931-6237  
618-931-8810 FAX

Our price will be good for 4 months and after 4 months price will increase by \$24,000.00 and be good for 1 year.

Any questions please call 618-410-1635 Sam Shafer Jr.

Thank You



David Wiedeman  
 3198 Shelby 203  
 Clarence MO 63437  
 660-676-2073

940520

WS #8.

CUSTOMER'S ORDER NO.	DEPARTMENT	DATE
NAME		10/29/22
ADDRESS		
CITY, STATE, ZIP		
SOLD BY	CASH	C.O.D.
CHARGE	ON. ACCT.	MDSE. RETD.
PAID OUT		

QUANTITY	DESCRIPTION	PRICE	AMOUNT
1	Asbestos bid for Hwy 24 hotel complex.		
2			
3	Building inspections taking & handling of		
4	samples to be tested	\$3,250.00	
5			
6	For all possible asbestos containing		
7	materials lab costs are		
8	\$25.00 for first layer and		
9	\$10.00 for additional layers of		
10	<u>each</u> sample taken.		
11			
12			
13			
14			
15			
16			
17			
18			

RECEIVED BY \_\_\_\_\_ Page 1 of 2

A-5805  
 T-46320/46350

KEEP THIS SLIP FOR REFERENCE

01-11

David Wiedeman  
3198 Shelby 203  
Clarence MO 63437  
660-696-2073

940521

CUSTOMER'S ORDER NO. \_\_\_\_\_ DEPARTMENT \_\_\_\_\_ DATE 10/29/22

NAME \_\_\_\_\_

ADDRESS \_\_\_\_\_

CITY, STATE, ZIP \_\_\_\_\_

SOLD BY \_\_\_\_\_ CASH \_\_\_\_\_ C.O.D. \_\_\_\_\_ CHARGE \_\_\_\_\_ ON. ACCT. \_\_\_\_\_ MDSE. RETD. \_\_\_\_\_ PAID OUT \_\_\_\_\_

QUANTITY	DESCRIPTION	PRICE	AMOUNT
1	Removal and disposal of asbestos		
2	Containing materials on HWY 24 hotel complex		
3			
4	Floor Tile	4.00 per sq ft	
5	Mastic	4.00 per sq ft	
6	Popcorn ceiling	8.00 per sq ft	
7	Vermiculite	9.00 per sq ft	
8	Interior wall surfacing	5.00 per sq ft	
9	Exterior wall surfacing	6.00 per sq ft	
10			
11	Window flashing	5.00 per linear ft	
12	Roof flashing	10.00 per linear ft	
13	Pipewrap insulation	25.00 per linear ft	
14			
15			
16			
17			
18			

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Page 2 of 2

KEEP THIS SLIP FOR REFERENCE

01-11

A-5805  
T-46320/46350





## 1200 Demolition Bid Tabulated comparison chart

Item from bid sheet	Company	Red Rock Demolition	JT Holman	Ahrens
<b>Total Bid (No Asbestos)</b>		\$ 460,000.00	\$ 519,000.00	\$ 554,000.00
<b>Others (Water/Sewer/mobilization/etc)</b>		\$ 25,000.00	\$ 5,000.00	\$ 12,500.00
<b>Grading/Seeding</b>		\$ 35,000.00	\$ 17,000.00	\$ 4,500.00
<b>Fill Material</b>		\$ 25,000.00	\$ 20,000.00	\$ 32,000.00
<b>Landfill Fees Demo</b>		\$ 100,000.00	\$ 200,000.00	\$ 65,000.00
<b>Demo Surfaces</b>		\$ 60,000.00	\$ 127,000.00	\$ 85,000.00
<b>Demo Structures</b>		\$ 215,000.00	\$ 150,000.00	\$ 355,000.00
<b>Asbestos Survey</b>		\$ 6,000.00	\$ 7,000.00	\$ 6,000.00
<b>Asbestos Removal</b>				
	<b>Floor tile on wood</b>	\$2.75/sq ft	\$3.50/sq ft	\$4/sq ft
2,000 sq ft	<b>Floor Tile and mastic Concrete</b>	#3.25/sq ft	\$4.50/sq ft	\$5.50/sq ft
	<b>Vinyl Floor Covering</b>	\$4/ sq ft	\$4/ sq ft	\$20/sq ft
100 ln ft	<b>TSI Pipe Insulation</b>	\$25/ln ft	\$20 /ln ft	\$30/ln ft
	<b>Transite Siding</b>	\$3/sq ft		\$4/ sq ft
	<b>Caulking/Glazing</b>	\$2.2/ln ft	\$5 /ln ft	\$71/hr
	<b>Flashing</b>	\$2.2/ln ft		\$71/hr
6 doors	<b>Fire Doors</b>		\$100/door	
32,000 sq ft	<b>Popcorn Ceiling</b>	\$4/sq ft	\$9/ sq ft	\$71/hr
	<b>Landfill Rates</b>	\$1,000/30yd		\$1500/30yd
	<b>Mobilization Fee</b>	5,000		
	<b>Other Labor Rates</b>	\$35/hr		15% markup
Asbestos total without waste fee*		\$ 156,600.00	\$ 325,200.00	\$ 156,600.00
*estimated based on estimated numbers in left column				
*likely a high number for the project				

# City of Moberly City Council Agenda Summary

Agenda Number: \_\_\_\_\_ WS #9.

Department: Parks

Date: November 7, 2022

**Agenda Item:** An Ordinance Approving A Cooperative Agreement Amendment With Moberly Area Community College For Ball Field Rental.

**Summary:** MACC requested an easing of costs to help offset the cost of their projects as they came in over budget. After much discussion, the Park Board approved easing the cost of a cap of \$25,000 per season (\$12,500 baseball, \$12,500 softball) which both programs believed they would reach and reducing it to a flat fee of \$15,000. The previous payments were to be billed monthly based on actual usage requiring constant credits and additions as practice and play schedules changed due to weather, etc. whereas the amendment provides for payments in two installments annually. This will ease financial concerns of MACC while simplifying the billing and field use monitoring by MPRD staff.

**Recommended**

**Action:** Move forward to the November 21, 2022 meeting for approval.

**Fund Name:** Revenue – Rental of Facilities

**Account Number:** 115.000.4502

**Available Budget \$:** \$63,000

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

BILL NO. \_\_\_\_\_

ORDINANCE NO. \_\_\_\_\_

**AN ORDINANCE APPROVING A COOPERATIVE AGREEMENT AMENDMENT WITH MOBERLY AREA COMMUNITY COLLEGE FOR BALL FIELD RENTAL.**

**NOW THEREFORE BE IT ORDAINED BY THE CITY COUNCIL OF THE CITY OF MOBERLY, MISSOURI, TO-WIT:**

**SECTION ONE:** The City and the Moberly Area Community College (the “College”) previously entered into a Ball Field Rental Agreement for the use of ball fields at the Howard Hills Athletic Complex which agreement was approved by this Council on February 7, 2022..

**SECTION TWO:** Thereafter the parties determined that the rental amount provided for in the Agreement should be changed and the parties have agreed upon the terms of the attached Amendment with respect to rental charges.

**SECTION THREE:** City staff recommends approval and execution of the Amendment to the Ball Field Rental Agreement.

**SECTION FOUR:** The City Council hereby approves the Amendment and hereby authorizes the City Manager of Moberly to execute said Amendment on behalf of the City.

**SECTION FIVE:** This Ordinance shall be in full force and effect from and after its passage and adoption by the Council of the City of Moberly, Missouri, and its signature by the officer presiding at the meeting at which it was passed and adopted and further the Council authorizes the City Manager to take such other and further action as may be required to accomplish the purposes of this Ordinance.

**PASSED AND ADOPTED** by the Council of the City of Moberly, Missouri, this \_\_\_\_ day WS #9.

of \_\_\_\_\_, 2022.

.

**ATTEST:**

\_\_\_\_\_  
**Presiding Officer at Meeting**

\_\_\_\_\_  
**City Clerk**

**FIRST AMENDMENT TO BALL FIELD RENTAL AGREEMENT**

COMES NOW the City of Moberly, Missouri and the Moberly Area Community College (together the "Parties") and hereby enter into the following Amendment to that certain **BALL FIELD RENTAL AGREEMENT** (the "**Agreement**") previously entered into between them on the \_\_\_\_ day of \_\_\_\_\_, 2022.

The Parties desire to make mutually agreed upon changes to paragraphs B and C of the Agreement.

1. Paragraph B of the Agreement is hereby stricken in its entirety and replaced with the following:

**B. TERM.**

The initial term of this Agreement shall be for a period of two years next following the Effective Date. Thereafter the Agreement shall automatically renew for successive two-year terms unless terminated by either party. Either party may terminate the Agreement, with or without cause, by providing written notice to the other at least sixty (60) days prior to the next automatic renewal date.

The parties anticipate that the fields will be used for the Fall of 2022 and the Spring and Fall of 2023. Rent shall be based on use of the facilities for practice and games. The College agrees to notify staff of the City's Parks and Recreation Department at least thirty (30) days in advance of the number of times each week that the fields are used. City staff will invoice the College semi-annually on December 31 and June 30 for the agreed upon rental amount.

2. Paragraph C of the Agreement is hereby stricken in its entirety and replaced with the following:

**C. AMOUNT.**

The College agrees to pay rent of Fifteen Thousand Dollars (\$15,000.00) annually. The City shall invoice Seven Thousand Five Hundred Dollars (\$7,500.00) to the College on December 31 and June 30 of each year beginning December 31 of 2022 until this Agreement is terminated by either party.

3. The remainder of the original Agreement remains in place only with the terms altered by this Amendment.

IN WITNESS WHEREOF, the parties have hereunto set their hands this \_\_\_\_ day of \_\_\_\_\_, 2022.

**CITY OF MOBERLY, MISSOURI**

**MOBERLY AREA COMMUNITY COLLEGE**

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

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

# City of Moberly City Council Agenda Summary

Agenda Number: \_\_\_\_\_ WS #10.

Department: Parks

Date: November 7, 2022

**Agenda Item:** Amphitheater Project Change Order

**Summary:** In past months, we reached out to L&J Development about some additional needs as they are the contracted entity for the amphitheater. They are a trusted local contractor and use a trusted local electrical subcontractor who is already going to be doing similar work on site. It is far more efficient to have them tackle these additional needs so we are not battling conflicting and overlapping contractor schedules causing unnecessary delays. In some cases such as the electrical, the work can be done at the same time as the amphitheater electrical. The needs, as shown in the attached change order totaling (97,153.65), include:

- Coordinated electrical. The further we dug into electrical in the area, the more we unraveled decades of layers that were not up to code. The change order will result in the Lodge, Riley Pavilion, Amphitheater, and Solar Pavilion all being tied into the same transformer, meter, and 800 amp cabinet west of the Riley Pavilion.
- Lighting and receptacles within the solar pavilion as well as exterior lighting on the solar pavilion and north side of the Riley Pavilion.
- Running new electrical service to the Riley Pavilion from the west instead of the overhead lines from the east, eliminating unnecessary overhead lines (and meter) that will detract from the amphitheater.
- Dirt and rock work for the parking lot which will later be paved utilizing City bids. The parking lot will have to be completed after completion of the amphitheater and after demolition of the sale barn.

**Recommended**

**Action:** Move forward to the November 21, 2022 meeting for approval.

**Fund Name:** Parks – Capital Improvement

**Account Number:** 115.041.5502

**Available Budget \$:** \$185,132.04

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



PO Box 715  
Moberly, MO 65270

# Change Order

WS #10.

Order#: 1

Order Date: 11/01/2022

**To:** City of Moberly  
100 West Reed  
Attn. Greg Hodge  
Moberly MO 65270

**Project:** 1269  
City of Moberly Ampitheater  
100 West Reed  
Attn. Greg Hodge  
Moberly MO 65270

The contractor agrees to perform and the owner agrees to pay for the following changes to this contract.

Plans Attached

**Ordered By:** 1 Jeffrey Lawrence

**Customer Order:**

Specifications Attached

Description of Work	Amount
Change Order #1 This Change Order is for the Parking Lot Prep and Extra Electrical work as described below.	
Parking Lot Prep This is for the removal of 10" of soils and rock and then the grading and compacting of 1" rock under the area that will be paved for additional parking and drive lanes in front of the Riley Pavilion, the Ampitheater and the Solar Pavilion. This covers approximately 17,180 SF of Space and we have figured for 500 Tons of rock. If we get into unsuitable soils under the old Livestock Barn we will have to address that at the time	
Grading - Labor, Machinery and Equipment This covers the cost of Operator's Labor and Equipment to grade out the Parking Area to the required depth and backfill with clean rock and compact.	21,417.00
Backfill with Rock This covers 500 Tons of 1" rock to be hauled to the site to be placed and compacted by L&J Development. Rock supplied by M&M Trucking.	13,975.50
Electrical Work as quoted by NEMO Electric The following items were priced by Chris Long of NEMO Electric per direction from Parks and Recreation.	
Solar Pavilion - Additional Work Additional Work for the Solar Pavilion: 1. Add 20 VHB-24-W-UNV-L840-CD-U Light Fixtures operated by a breaker 2. Add for Dimming of all Fixtures 3. Add Receptacles, 2 Circuits with 2 GFCI per column 4. Add 4 Light Fixtures on the South Side Dimmable	22,935.00
Negative changes will lower the overall contract price requiring no additional payment by owner.	
<b>Requested Amount of Change</b>	<b>97,153.65</b>
The original Contract Sum was .....	394,134.44
Net change by previous Change Orders .....	0.00
The Contract Sum prior to this Change Order .....	394,134.44
The Contract Sum will be changed by this Change Order .....	97,153.65
The new Contract Sum including this Change Order will be .....	491,288.09
The Contract Time will be changed by .....	0 Days

Owner: \_\_\_\_\_ Date: \_\_\_\_\_

Contractor: \_\_\_\_\_ Date: \_\_\_\_\_

Change Order

Order: 1

Continued...

Date: 11/03/2022

Description of Work	Amount
5. Add 4 Light Fixtures on the North Side NON Dimmable	
Riley Pavilion - Additional Work	21,697.50
Additional work for the Riley Pavilion:	
1. Add 4 Light Fixtures to the North Side Dimmable	
2. Connect existing 200 Amp Panel in Pavilion to the New 800 Amp Panel at New Transformer. Includes Labor and Materials including all PVC Conduit, EMT Conduit and Wire	
Work Associated with New Transformer Installation	14,025.00
The following work is for the Relocating the Ameren transformer that is behind the Riley Pavilion.	
Install New Conduit and wire from the Transformer to the CT Cabinet	
Stub out Conduit for Solar Pavilion, Riley Pavilion, Amphitheater and one Spare.	
New Concrete Pad for the CT Cabinet and 800 Amp Panel	
Remove wiring to the Lodge and Lodge panels and re-install with a separate ground	
Rework the Lodge CT Cabinet to be able to use without CT's.	
Add for Additional Payment and Performance Bond	3,103.65
Additional Bonding Cost for this Change Order	

**Notes**

# City of Moberly City Council Agenda Summary

Agenda Number: WS #11.  
 Department: City Manager  
 Date: November 7, 2022

**Agenda Item:** A Resolution Authorizing The Submission Of An Application To The Missouri Department Of Economic Development For Grant Funding For Downtown Revitalization.

**Summary:** In 2016, The city of Moberly sent out an RFP for the redevelopment of the Kelly Hotel. In 2016, the city quit using the facility as the Parks and Rec Dept and relocated. It has been totally vacant ever since. In 2017 and 2018, the city implemented tourism strategies for Moberly and developed a downtown strategic plan. Both reports pointed to the need for more hotel space and a development of the Municipal Auditorium with tourism focus to help drive usage of a city facility. The Kelly Hotel could be redeveloped into hotel space to help attract tourism through commercial and recreational use of the auditorium and hotel rooms in an old adjacent building that could be demolished if a plan wasn't developed.

During our first due diligence period in 2019-2020, the pandemic hit. Investors stepped back, agreements were extended and MD could not pull off project. After that, USDA loan guarantee program was put on hold, investment in hotels dried up and the USDA loan guarantee program we were going to use was paused due to COVID. The commodities prices went up drastically as well. This situation might make the city eligible for COVID Grant Funds for Local Tourism.

In 2022, the city found another opportunity with a development company. They specialize in boutique and flagged properties and were willing to develop the Kelly Hotel and or the new hotel next door hotel project. They will work with a boutique flag to build out the Kelly Hotel and a new hotel next door.

The hotel project would have been completed and downtown Moberly would be benefiting if it wasn't for COVID. The hotel business got turned upside-down and the prices for materials shot up. This grant will make the hotel and auditorium project a reality, and deliver up to 55 rooms to Moberly's tourism and downtown assets if the resolution is approved and grant funds are awarded.

**Recommended Action:** Direct staff to bring to the November 21<sup>st</sup> meeting for final approval.

**Fund Name:**

**Account Number:**

**Available Budget \$:**

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

**BILL NO.** \_\_\_\_\_

**RESOLUTION NO.** \_\_\_\_\_

**A RESOLUTION AUTHORIZING THE SUBMISSION OF AN APPLICATION TO THE MISSOURI DEPARTMENT OF ECONOMIC DEVELOPMENT FOR GRANT FUNDING FOR DOWNTOWN REVITALIZATION.**

**WHEREAS**, a proposed strategy to facilitate development of a downtown hotel involves seeking grant assistance through the State of Missouri; and

**WHEREAS**, city staff has identified potential grant funds through the Missouri Department of Economic Development for this purpose; and

**WHEREAS**, city staff seeks authority to make application for up to One Million Five Hundred Thousand Dollars (\$1,500,000.00) in grant funds which grant will require a 50/50 match by the city.

**NOW, THEREFORE**, the Moberly, Missouri, City Council hereby directs the City Manager or his designee to make an application to the Missouri Department of Economic Development for grant funding as describe herein and further authorizes the City Manager to take such other and further actions necessary to carry out the purposes of this resolution.

**RESOLVED** this 7th day of November, 2022, by the Council of the City of Moberly, Missouri.

\_\_\_\_\_  
**Presiding Officer at Meeting**

**ATTEST:**

\_\_\_\_\_  
**City Clerk**

# City of Moberly City Council Agenda Summary

Agenda Number: \_\_\_\_\_  
 Department: Public Works  
 Date: November 7, 2022

WS #12.

**Agenda Item:** A request for lighting along W Urbandale from S Williams to the tracks.

**Summary:** We have an area of trail/Street on the South end of town, W. Urbandale Dr. that between the RR Tracks and S. Williams has no secondary power on poles and no residences fronting this area. It is very dark, and we have significant trail use in the mornings and evening with people concerned about the dark conditions. We have put up lighting for street and trail coverage all along here where we could, but without secondary power available on these poles, this area remains very dark.

I have attached a quote from Brian Blackburn (Ameren) to install secondary along here and while it's not overly expensive, however we don't have a funding source that I can cover it from. I have requested financial assistance from Ameren and the Brian (City of Moberly). Ameren thinks they could come up with at least \$500 in the upcoming budget year and Brian felt like the City could contribute \$1,000, so the third-party group would need to come up with the remaining total to cover the installation of secondary power (\$3,827.66 + MCF fee), and I am proposing that the City would support the ongoing monthly operational costs under our street light program, if outside donations can raise enough funds to cover the remainder of secondary power cost.

**Recommended**

**Action:** Review/Discussion.

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

CHRGPRNT AMEREN MISSOURI
08/27/22 PRICE QUOTATION AND AUTHORIZATION
COMPANY: UEC REGION: 019 DISTRICT: 2DLD W/R# 104771 CREW HQ: 06NXXX
STATUS: 20 ON 01/13/22 DESIGN SCHEME NUMBER: WPA: 270
PROJECT NAME: QUOTE JOB - SIMP - NOT FOR CONSTRUCTION TAX AREA: 065270
JOB ADDRESS: 0,URBANDALE,MOBERLY PREMISE:
JOB DESCRIPTION: SYSTEM WORK

NON-STANDARD CHARGES: \$4,165.66
CUSTOMER ENTITLEMENT: (LESS) \$0.00
REVENUE OFFSET: (LESS) \$338.00
SUBTOTAL \$3,827.66

STANDARD CHARGES:
QTY UNIT PRICE DESCRIPTION

TAX: \$0.00

NET ONE-TIME CHARGE \$3,827.66
COMMENT: PRICE QUOTE

\*\*\*\*\*
\* THIS QUOTATION IS FOR INFORMATION ONLY. NO ACTION IS REQUIRED. \*
\* \*
\* \*
\* \*
\* \*
\*\*\*\*\*

ADDRESS ALL INQUIRIES AND CORRESPONDENCE TO: AMEREN MISSOURI
MOBERLY OPERATING CENTER
501 FRANKLIN
MOBERLY, MO 65270

BILLING INFO: CITY OF MOBERLY
0,URBANDALE

MOBERLY MO 65270

AUTHORIZED BY: Brian Blackburn NAME
PHONE
PURCHASE ORDER NO. IF APPLICABLE

THIS QUOTATION IS FIRM ONLY IF ACCEPTED BY 11/25/22 AND IF CUSTOMER FULFILLED
NECESSARY REQUIREMENTS FOR AMEREN MISSOURI TO COMMENCE WORK BY 02/23/23

# Moberly, MO



## Legend

- Roads
- Corporate Limit
- Parcel
- Original Lot
- Stream
- Subdivision
- Lots
- South Ridge Lot Line
- City Easement

WS #12.

## Notes



This Cadastral Map is for informational purposes only. It does not purport to represent a property boundary survey of the parcels shown and shall not be used for conveyances or the establishment of property boundaries.  
THIS MAP IS NOT TO BE USED FOR NAVIGATION

568.1 Feet

284.06

0

568.1

# City of Moberly City Council Agenda Summary

**Agenda Number:** \_\_\_\_\_ WS #13.  
**Department:** Community Development  
**Date:** November 6, 2022

**Agenda Item:** Review of the City of Moberly FY23 TEAP Grant Application.

**Summary:** The engineering study will evaluate the following safety and layouts of the future extensions and intersections of McKeown, Fowler, and Robertson Roads. Specific portions of the study include:

- Evaluate the safest and best geometry for the intersections of Fowler/Robertson, Fowler/Buchanan, McKeown/Robertson and McKeown/Buchanan. The study will include evaluation of the turning radius, turning lanes and signal justification.
- The rail spur adjacent to the intersection of Fowler/Robertson will be crossed by an extension of Robertson Road. The new rail crossing will be evaluated for safety and the need for relocating the rail spur or the intersection.
- Recommended alignment and lane widths of the future extension.
- Develop cost estimate for the improvements (See Attachment)

**Recommended Action:** Direct staff to bring forward to November 21, 2022 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 _____			
	<b>Mayor</b>		
	M___ S___ <b>Jeffrey</b>	___	___
	<b>Council Member</b>		
	M___ S___ <b>Brubaker</b>	___	___
	M___ S___ <b>Kimmons</b>	___	___
	M___ S___ <b>Kyser</b>	___	___
	M___ S___ <b>Lucas</b>	___	___
		Passed	Failed



**TRAFFIC ENGINEERING ASSISTANCE PROGRAM (TEAP)  
PROGRAM APPLICATION  
(Program information available in EPG 136.3.8.5)**

Project # \_\_\_\_\_ (to be assigned by MoDOT)

Application Date: 09/23/22

**A. LOCAL PUBLIC AGENCY (LPA) INFORMATION**

Sponsor Name: City of Moberly, MO  
 Contact Person: Tom Sanders  
 Title: Director of Public Works  
 Address: 101 West Reed Street City: Moberly State: MO Zip: 65270  
 Phone: (660) 269-8705 Fax: \_\_\_\_\_ Email: tsanders@cityofmoberly.com

Co-Sponsor Name: N/A  
 Contact Person: \_\_\_\_\_  
 Title: \_\_\_\_\_  
 Address: \_\_\_\_\_ City: \_\_\_\_\_ State: \_\_\_\_\_ Zip: \_\_\_\_\_  
 Phone: \_\_\_\_\_ Fax: \_\_\_\_\_ Email: \_\_\_\_\_

**B. BASIC PROJECT INFORMATION**

Project Title: Moberly Industrial Park Roadway and Intersection Extension Study  
 MoDOT District: Northeast County: Randolph  
 Metropolitan Planning Organization (if applicable): N/A  
 If selected, what year would study recommendations be implemented by the LPA? 2023

**C. PROJECT LOCATION INFORMATION**

1. Where is the project located? Attach a map no larger than 8 ½ inches by 11 inches.

The project is off-system, and located in Moberly, Missouri within the Industrial Park. It generally located west of Business 63, north of Fowler Road, and east of Buchanan Street. the downtown area. The project includes extensions of McKeown, Fowler, and Robertson Roads.

2. Please check the appropriate box for each question.

- Is the project a component or an extension of a previous or future transportation federal aid project? Yes  No   
 If so, give the project number: \_\_\_\_\_  
 If so, explain relationship:
- Does the project sponsor own the right of way? Yes  No
- Does any part of the project study limits fall on MoDOT right of way? Yes  No
- If yes, does the project sponsor have approval from appropriate MoDOT District Traffic Engineer (no duplication of services)? Yes  No

**D. PROJECT DESCRIPTION**

Please provide a concise overview of the project by answering questions and providing data in the following sub-sections. Drawings no larger than 8 ½ inches by 11 inches may be attached to the back of this application.

**1. Project Activities and Tasks**

Check all that apply. A project may overlap categories.

- Corridor Safety and/or Operational Analysis
- Intersection Safety and/or Operational Analysis
- Speed Limit Review
- Pedestrian Safety and/or Operational Analysis
- Bicycle Safety and/or Operational Analysis
- Inventories (sign, sidewalk, bicycle facilities, etc.)
- Parking Analysis
- Other, explain
- ADA Transition Plan (*ADA Transition Plan work may utilize Trails & Sidewalk or TEAP category from MoDOT LPA Consultant On-Call List*)

**2. Project Overview**

Define what problem or need the project will address and provide a brief summary of the project.

Define the problem or need:

The industrial park continues to grow at a fast rate with interest from many future tenants. The city does not currently have a plan to address the future expansion of the transportation network. There is also a single useful point of ingress/egress along Hwy 24 and Business 63 for many of the existing manufacturers in and around the park. To appropriately plan for future growth in manufacturing facilities, the city will use the information generated by this report to appropriately plan for the congestion from the increased truck and employee traffic. The study is needed to

determine the optimum lane configuration, intersection layout, additional points of ingress/egress, and signal needs study along the three road corridors.

Project summary and how the problem will be addressed:

The engineering study will evaluate the following safety and layouts of the future extensions and intersections of McKeown, Fowler, and Robertson Roads. Specific portions of the study include:

- Evaluate the safest and best geometry for the intersections of Fowler/Robertson, Fowler/Buchanan, McKeown/Robertson and McKeown/Buchanan. The study will include evaluation of the turning radius, turning lanes and signal justification.
- The rail spur adjacent to the intersection of Fowler/Robertson will be crossed by an extension of Robertson Road. The new rail crossing will be evaluated for safety and the need for relocating the rail spur or the intersection.
- Recommended alignment and lane widths of the future extension.
- Establish additional points of egress.
- Develop cost estimate for the improvements

### 3. Project Details

Provide a brief description to each category listed below as to how it applies to the project.

**"Engineering Resources"** - Refers to the LPA's own staffed traffic engineering resources.

The City of Moberly does not have an engineering staff, or anyone dedicated to traffic problems.

**"Safety"** - Refers to the degree to which traffic safety is addressed via the project.

The study will improve safety by providing a planning guide for the city as truck and employee traffic increases with the build-out of the industrial park. The evaluation of the rail/roadway crossing will also provide a planning resource when Robertson Road is extended north.

**"Congestion"** - Refers to the degree to which traffic congestion is addressed via the project. (*Not applicable for ADA Transition Plans*)

The study will evaluate the need for signal improvements, roadway width and turning lanes as increased truck traffic utilizes the roadways within the industrial park.

**"Innovation"** - Refers to countermeasures being considered (roundabouts, flashing yellow arrow, j-turns, prismatic sheeting, etc.).

This study will allow the City of Moberly to draw on the experience and expertise of professional traffic engineers to use cutting edge traffic modelling and intersection impact studies to predict the future traffic in the industrial park.

**"Implementation"** - Refers to the feasibility of the LPA following through with changes as a result of the project.

The improvements that will be recommended by this study will be used by the City to show future tenants the impact and associated cost they will have on the industrial park’s transportation network. That will be used to assess impact fees as development occurs.

**"Value"** - Refers to the overall gain the project could offer compared to the total cost.

The investment in this study will provide the city the data necessary to appropriately plan for the future growth of the industrial park. Without this information, the city will be guessing on the roadway layout, geometry and intersection planning necessary for growth of the industrial park.

**E. GENERAL COST ESTIMATE**

List the cost of the project components in the table provided below. Federal funds can reimburse 80 percent (up to \$12,000 per project) of the total project cost. Non-federal matching funds (at least 20%) may come from the LPA's resources or from a third-party donation to the LPA for cash, materials or labor.

Example #1:

Total Project Cost: \$20,000

Federal Funds:  $\$20,000 \times .80 = \$16,000$  BUT the max is \$12,000

LPA:  $\$20,000 \times .20 = \$4,000$  (Plus the overage of \$4,000 of the federal share) = \$8,000

Example #2:

Total Project Cost: \$5,000

Federal Funds:  $\$5,000 \times .80 = \$4,000$

LPA:  $\$5,000 \times .20 = \$1,000$

See Exhibit B for Detail

<b>TASKS (surveying, traffic counts, conceptual report, final report, etc.)</b>	<b>TASK TOTAL</b>	<b>FEDERAL SHARE REQUEST (80% of project total, up to \$8,000 per project)</b>	<b>NON-FEDERAL MATCH (Project total – 80% of project total, at least 20%)</b>
1. Data Collection	\$2,280		
2. Traffic Study	\$1,944		
3. Conceptual Design	\$5,914		
4. Report	\$4,848		
<b>PROJECT TOTAL</b>	<b>\$14,930</b>	<b>\$11,944</b>	<b>\$2,986</b>

## **F. PUBLIC INVOLVEMENT AND PARTNERSHIPS**

Describe the public involvement outreach activities the LPA has completed, or intends to complete, in order to gain support for this project. Also describe any partnerships that will be developed as a part of this project. Describe any anticipated opposition to the project and how that opposition will be addressed.

### **Outreach:**

The City of Moberly has been actively courting manufacturers to the industrial park since its inception. In that time, there have been numerous public hearings and council discussions on the growth of the park. Recently, there have been three large industries locate in the park – Swift Foods, Lakeview Biodiesel and MFA Oil. Plans for the expansion of the industrial park have been overwhelmingly positive, and the city is receiving inquiries about the sites on a weekly basis.

### **Partnerships:**

The City has worked closely with the Moberly Area Economic Development Corporation in the development of the park.

### **Opposition:**

There has been no opposition to the further development of the industrial park roadway system.

## **G. PAST EXPERIENCE**

Briefly describe the LPA's past experience with the implementation of similar projects. Include the experience level of the consultant, engineer, etc., if applicable.

In the past 5 years, the city has successfully worked with MoDOT on one TEAP, two TAP projects and one STP project. In addition, the city is currently in the process of beginning the design of their second Cost Share project. Each of these projects were completed on time in accordance with Program Guidelines.

## **H. PERSON IN RESPONSIBLE CHARGE**

23 CFR 635.105 states a Local Public Agency must provide a full time employee to be in "responsible charge" of a project receiving federal funds. The person in "responsible charge" of LPA administered projects need not be an engineer. This requirement applies even when consultants are providing construction engineering services.

The person designated as being in "responsible charge" is expected to be a public employee who is accountable for a project. This person should be expected to be able to perform the following duties and functions:

- Administers inherently governmental project activities, including those dealing with cost, time, adherence to contract requirements, construction quality and scope of Federal-aid projects;
- Maintains familiarity of day to day project operations, including project safety issues;
- Makes or participates in decisions about changed conditions or scope changes that require change orders or supplemental agreements;

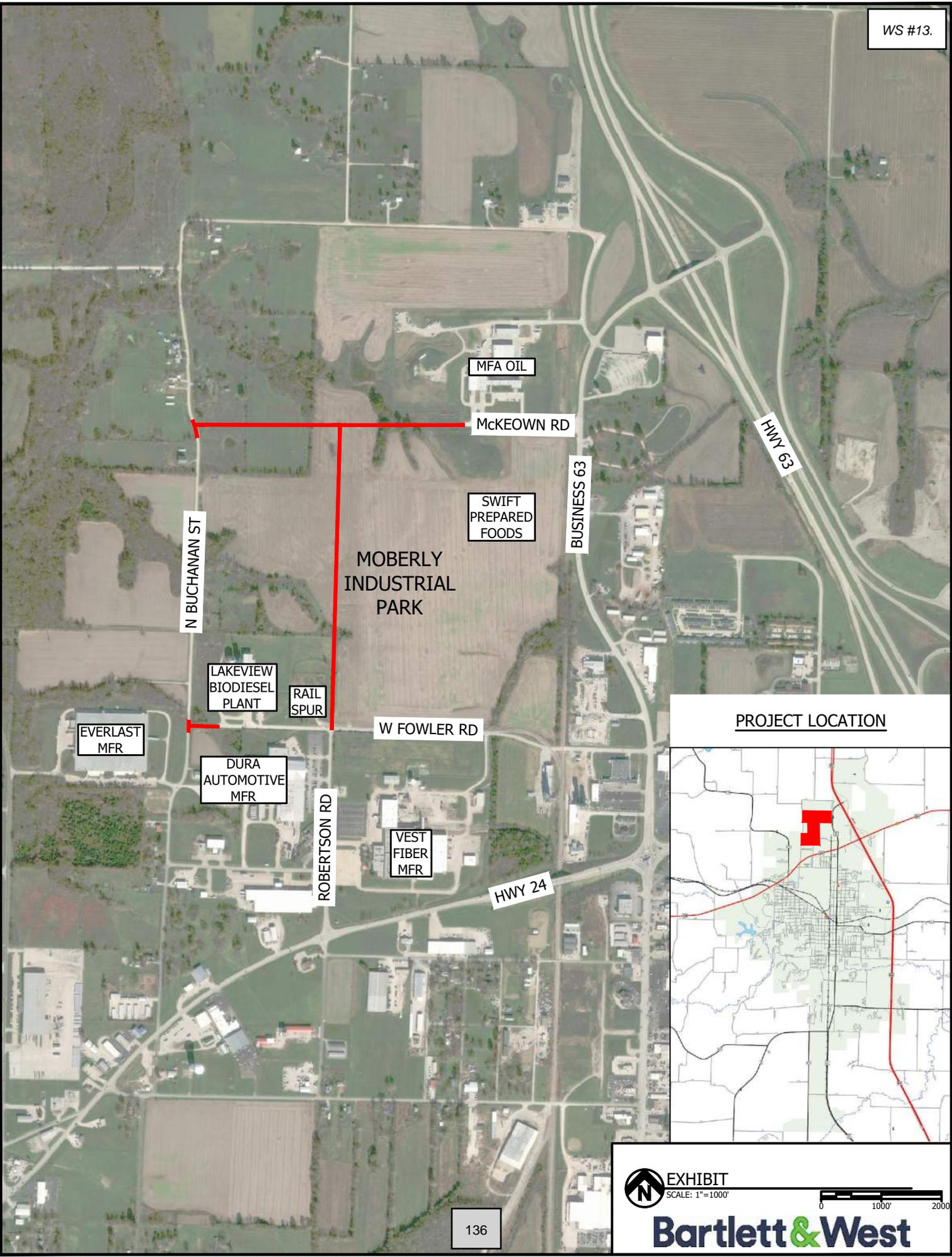
- Visits and reviews the project on a frequency that is commensurate with the magnitude and complexity of the project;
- Reviews financial processes, transactions and documentation to ensure that safeguards are in place to minimize fraud, waste, and abuse; and
- Directs project staff, agency or consultant, to carry out project administration and contract oversight, including proper documentation.
- Is aware of the qualifications, assignments and on-the-job performance of the agency and consultant staff at all stages of the project.

If your application is successfully awarded funding, designation of a person in responsible charge will be required prior to commencement of the TEAP project.

\_\_\_\_\_  
Sponsor signature

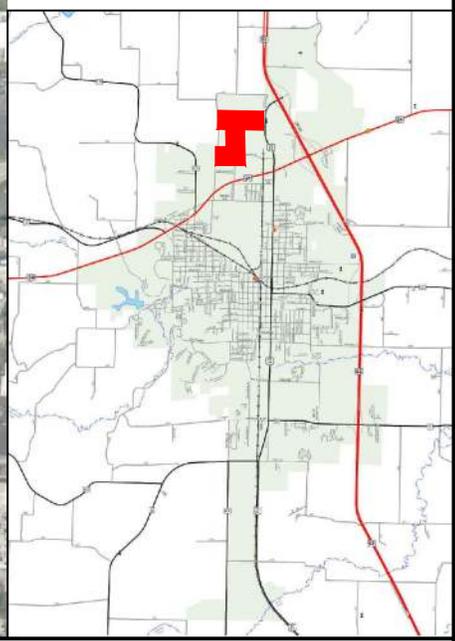
09/23/22  
\_\_\_\_\_  
Date

Drawing Name: C:\Users\ak01272\OneDrive - Bartlett & West, Inc\Desktop\Temp\2022 Moberly TESP Exhibit.dwg Layout Name: EX 01 Plotted By: AK01272 Plotted on: 9/15/2022 9:29:42 AM  
Last save on: 9/15/2022 9:16 AM by: AK01272



### MOBERLY INDUSTRIAL PARK

### PROJECT LOCATION



**EXHIBIT**  
SCALE: 1"=1000'

**Bartlett & West**

**Scope and Fee Estimate  
Moberly Industrial Park TEAP Study  
City of Moberly, MO**

Project Tasks	PM/ Eng. IV \$172.00	Eng. IV \$157.00	Other Direct Costs		Labor fee	Task Total (Expense + Labor)	
			Item	Expense Cost			
<b>Task 1 TEAP Study</b>							
<b>1.1 Data Collection</b>						<b>\$2,228.00</b>	
Obtain traffic crash and volume data from the city	1	4			\$800.00		
Inventory existing future intersection and adjacent roadway lane configurations	1	8			\$1,428.00		
<b>1.2 Traffic Study</b>						<b>\$1,944.00</b>	
Develop future traffic data	4	8			\$1,944.00		
<b>1.3 Conceptual Design</b>						<b>\$5,914.00</b>	
Develop basic geometry and typical sections for study roadways and intersections.	1	8	Prints	\$10.00	\$1,428.00		
Create plan view layout for study roadways and intersections	2	12	Prints	\$20.00	\$2,228.00		
Produce construction cost estimate for recommended design	2	12			\$2,228.00		
<b>1.4 TEAP Report</b>						<b>\$4,848.00</b>	
Compile traffic study and concept design information and produce final report	1	8	Prints	\$50.00	\$1,428.00		
Creation of exhibits for report	4	8	Prints	\$50.00	\$1,944.00		
Internal peer review and quality reviews	4				\$688.00		
Project administration	4				\$688.00		
<b>Totals</b>	<b>Totals</b>	<b>24</b>	<b>68</b>		<b>\$130.00</b>	<b>\$14,804.00</b>	<b>\$14,930.00</b>

The purpose of the project and projected costs are shown below.

**E. GENERAL COST ESTIMATE**

List the cost of the project components in the table provided below. Federal funds can reimburse 80

percent (up to \$12,000 per project) of the total project cost. Non-federal matching funds (at least 20%)

may come from the LPA's resources or from a third-party donation to the LPA for cash, materials or

labor.

<b>TASKS (surveys, traffic counts, conceptual report, final report, etc.)</b>	<b>TASK TOTAL</b>	<b>FEDERAL SHARE REQUEST (80% of project total, up to \$8,000 per project)</b>	<b>NON-FEDERAL MATCH (Project total – 80% of project total, at least 20%)</b>
1.Data Collection	\$2,280		
2.Traffic Study	\$1,944.		
3.Conceptual Design	\$5,914.		
4.Report	\$4,848.		
<b>PROJECT TOTAL</b>	<b>\$14,930.</b>	<b>\$11,944.</b>	<b>\$2,986.</b>