

**NOTICE OF OPEN MEETING & VOTE TO
CLOSE PART OF THE MEETING
A G E N D A
COUNCIL MEETING
City of Moberly
City Council Room – Moberly City Hall
101 West Reed Street
November 04, 2019
6:00 PM**

Posted:

Pledge of Allegiance

Roll Call

Approval of Agenda

Recognition of Visitors

Communications, Requests, Informational Items & Consent Calendar

Public Hearing and Receipt of Bids

1. Receipt of bids for new patrol vehicles for Police Department
2. Receipt of bids for the North Buchanan Sewer Project
3. Receipt of bids for the Presidential Street CDBG Infrastructure Project

Ordinances & Resolutions

4. An Ordinance Authorizing The City Manager To Execute A Cooperative Agreement For Site Access/Permission To Enter Property With Orbco, Inc
5. An Ordinance Repealing Ordinance No. 9543 And Accepting The Bid Of Willis Bros., Inc. And Authorizing Contracting For The Harrison Ave And Garfield Ave CDBG Infrastructure Project.
6. An Ordinance Authorizing The City Manager To Execute An Agreement With Willis Bros. Inc., To Construct A Sewer Main In The 1600 Block Of North Buchanan Street In Moberly, Missouri
7. An Ordinance Authorizing The City Manager To Execute Two Cooperative Agreements For Sewer Infrastructure
8. A Resolution Accepting The Bid Of Moberly Motors For Two 2020 Dodge Charger Police Package Sedans And Authorizing The Purchase For \$53,890.00.
9. A Resolution Authorizing The City Manager To Execute An Amendment To The Phase II Solar Services Agreement And License Agreement With Moberly Solar LLC.
10. A Resolution appropriating money out of the Treasury of the City of Moberly, Missouri.

Official Reports

Anything Else to Come Before the Council

11. Proposal from the Tourism Advisory Commission
12. Appointment to the Housing Authority Board.
13. Consideration of a Motion to adjourn to a Work Session followed by a Closed Session to discuss the status of pending legal and real estate (Closed Statutes 610.021) (1,2)

Adjournment

The public is invited to attend the Council meeting. Representatives of the news media may obtain copies of this notice by contacting the City Clerk. If a special accommodation is needed as addressed by the Americans with Disabilities Act, please contact the City Clerk twenty-four (24) hours in advance of the meeting.

City of Moberly City Council Agenda Summary

Agenda Number: _____ #1.
 Department: Police
 Date: November 4, 2019

Agenda Item: Receipt of bids for new patrol vehicles for Police Department

Summary:

A request for bids for two patrol cars and one SUV for the police department were requested from Moberly Motors, Joe Machens Ford, Thomas Motors and Bob McCosh Chevrolet. Only Moberly Motors submitted bids. The bid tabulation is attached. The Police Department requests the bid for the 2020 Dodge Charger police package V-8 AWD for 25,165 each, and the AYE Patrol Package Base Prep option for 1,780 dollars for a total cost of 53,890 dollars. The AYE option is factory installed front & rear wiring harnesses, power distribution system, siren speaker and bracket and truck tray with cooling fan. The bid for the SUV is still under review. Orders for 2020 Dodge Charger Police Units must be in the Ford ordering system before November 13, 2019.

Recommended

Action: Accept bids

Fund Name: Police Department CIP

Account Number: 100-007-5502

Available Budget \$:
101,128.00

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

CITY OF MOBERLY

"BID OPENING"

Date: 10-11-2019 10:00 AM

2020 Dodge Durango AWD ^{Police} PKG _{PKG}	\$ 28,821
5.7L V8	
2020 Dodge Durango AWD - ^{Police} PKG _{PKG}	\$ 31,397
w/ V8 - 4 door	
2020 Dodge Charger w/ ^{Police} PKG _{PKG}	\$ 22,067.
for (2) ↑	\$ 45,334
+ AYW option	\$ +\$1,024 extra ea
+ AYE option	\$ +\$1,780 extra ea
w/ V8 - 4 door	
2020 Dodge Charger w/ ^{Police} PKG _{PKG}	\$ 25,165
for (2) ↑	\$ 50,330
+ AYW option	\$ +\$1,024 extra ea
+ AYE option	\$ +\$1,780 extra ea
	\$
	\$
	\$
	\$

City of Moberly City Council Agenda Summary

Agenda Number: _____ #2.
 Department: Public Utilities
 Date: November 4, 2019

Agenda Item: Receipt of bids for the North Buchanan Sewer Project

Summary: The City of Moberly will be taking sealed bids on a sewer line extension located in the 1600 block of North Buchanan Street. The construction project will consist of the following: Removal of 900 ft of 4” forced sewer main and replacing with 8” gravity sewer main, installing precast manholes and sewer services. This project is a unit price bid. The new gravity sewer will be installed in the same sewer easement as the existing forced sewer main.

Recommended Action: Accept the lowest bid and authorize the City Manager to execute the contract documents for the work.

Fund Name: Capital Improvement Sales Tax Trust Fund

Account Number: 304.000.5502

Available Budget \$: \$1,583,880.00

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

Sealed Bids for Sanitary Sewer Extension, North Buchanan Street from Existing Gravity Sewer Manhole 320' North of Intersection with West Highway 24 Approximately 900' North

The City of Moberly will be taking sealed bids on a sewer line extension located in the 1600 block of North Buchanan Street. The construction project will consist of the following: Removal of 900 ft of 4" forced sewer main and replacing with 8" gravity sewer main, installing precast manholes and sewer services. The sewer line extension will be installed in the right-of-way on the east side of North Buchanan Street. This project is a unit price bid.

It is **mandatory that all interested contractors be at prebid meeting on jobsite location**. The prebid meeting will be held at 9:00 am on October 22, 2019. Interested contractors should meet at the site in the 1600 Block of North Buchanan.

Bids shall be sealed in an envelope marked North Buchanan Sewer Extension. Bids are to be received at the office of the City Clerk, City of Moberly, 101 W. Reed Street, Moberly, Mo 65270. If bids are mailed, the package should include the sealed bid in a separate envelope inside the mailed package. Bids will be received on October 25, 2019 at 10:00 am.

The project shall include the following:

- 840 ft of 8" SDR 35 sewer pipe.
- 60 ft of 8" Ductile sewer pipe with coated solid sleeve connections.
- #2 48" precast manholes.
- 180 ft of 4" SCH 40 sewer pipe to include road crossings.
- #3 Cleanout with cast iron covers.
- #1 Connection to existing manhole.
- #1 Reconnection of forced sewer main to manhole. (interior drop)
- # 1 forced sewer service reconnection

Restoration work. (soil/pavement)

- .4 acres soil restoration
- 25.5 sq yds Pavement restoration
- 26 Tons granular backfill

- *All work will be done according to current City of Moberly Specifications.
- * All manholes shall have cretex wrap on barrel sections and chimney seals installed.
- * All manholes shall pass vacuum test.
- * All pipe is to be pressure tested.
- * All pipe to be bedded with granular backfill.

Quantities may vary based on site conditions.

This project must follow State of Missouri prevailing wage laws. Projects less than \$75,000 total are exempt. More information can be found at: <https://labor.mo.gov/prevaling-wage>.

Proof of liability and workers compensation insurance will be required.

City of Moberly

The City of Moberly will be taking sealed bids on a sewer line extension located in the 1600 block of North Buchanan Street. The construction project will consist of the following: Removal of 900 ft of 4” forced sewer main and replacing with 8” gravity sewer main, installing precast manholes and sewer services. This project is a unit price bid.

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More information may be received on request via email at pbennett@cityofmoberly.com or (660) 269-7659.

City of Moberly, North Buchanan Gravity Sewer Main Extension	Unit Price	Quantity	Total
			2
8" SDR 35 sewer pipe	34 ⁰⁰	840 Ft	2850 ⁰⁰
8" Ductile sewer pipe with coated solid sleeve connections	67 ⁰⁰	60 Ft	4,020 ⁰⁰
48" precast manholes*	4500 ⁰⁰	2	9,000 ⁰⁰
4" SCH 40 sewer pipe to include road crossings	28 ⁰⁰	180 Ft	5040 ⁰⁰
Cleanout with cast iron covers	600 ⁰⁰	3	1800 ⁰⁰
Connection to existing manhole	1000 ⁰⁰	1	1000 ⁰⁰
Reconnection of forced sewer main to manhole. (interior drop)	1000 ⁰⁰	1	1000 ⁰⁰
Forced sewer service reconnection	500 ⁰⁰	1	500 ⁰⁰
acres soil restoration	5000 ⁰⁰	0.4	2000 ⁰⁰
sq yds Pavement restoration	80 ⁰⁰	25.5	2040 ⁰⁰
Tons granular backfill	35	26	910 ⁰⁰
*Cretex wrap and chimney seals to be included in manhole price			

Total Bid Price

55,870⁰⁰

Company Name

Willis Bros., Inc.

Company phone number

30285 Kimball Pl.

Macon, MO 63552

660 385 3327

Contact Name

JIM WILLIS

Contact Phone Number

660 651 1144

Address

30285 KIMBALL PL

City, State Zip

MACON MO 63552

Signature

Jim Willis

Printed Name

JIM WILLIS

Date

10-25-2019

City of Moberly, North Buchanan Gravity Sewer Main Extension	Unit Price	Quantity	Total
8" SDR 35 sewer pipe	30	840 Ft	\$ 25,200
8" Ductile sewer pipe with coated solid sleeve connections	75	60 Ft	\$ 4,500
48" precast manholes*	4500	2	\$ 9,000
4" SCH 40 sewer pipe to include road crossings	40	180 Ft	\$ 7,200
Cleanout with cast iron covers	200	3	\$ 600
Connection to existing manhole	2500	1	\$ 2,500
Reconnection of forced sewer main to manhole. (interior drop)	1400	1	\$ 1,400
Forced sewer service reconnection	1400	1	\$ 1,400
acres soil restoration	2000	0.4	\$ 800
sq yds Pavement restoration	100	25.5	\$ 2,550
Tons granular backfill	50	26	\$ 1,300
*Cretex wrap and chimney seals to be included in manhole price			

Total Bid Price

57,450⁰⁰

Company Name R & L Boone Construction Co
Company phone number 660-888-9479
Contact Name Norman Boone
Contact Phone Number 660-888-9479
Address 12785 Rocky Hill Ave
City, State Zip Marceline Mo 64658

Signature Norman Boone

Printed Name Norman Boone

Date 10-24-2019

City of Moberly City Council Agenda Summary

Agenda Number: _____ #3.
 Department: Public Works
 Date: November 4, 2019

Agenda Item: Receipt of bids for the Presidential Street CDBG Infrastructure Project

Summary: We advertised for bids and they were opened October 10, 2019. We received four (4) bids and they are attached.

See attached letter for recommendation.

Recommended

Action: Approve this bid.

Fund Name: CDBG Infrastructure Improvements

Account Number: 600.178.5408

Available Budget \$: 297,000.00

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

#3.

CITY OF MOBERLY MO - PRESIDENTIAL STREET CDBG PROJECT
OWNER: CITY OF MOBERLY, MO

SIGN IN SHEET

BID DATE: Thursday, October 10, 2019 @ 10:00 AM LOCAL TIME
Bartlett & West Project # 019254.020

#	NAME (print)	COMPANY	PHONE	E-MAIL
1	ZACHARY MOTLEY	FISCHER GRADING	(577) 982-9436	ZMOTLEY@FISCHERGRADING.COM
2	Shannon Hance	City of Moberly		Shannon@cityofmoberly.com
3	Tom Willis	WILLIS BROS.	660-385-3329	
4	Mike Hulse	Shelburne Const	573-6351316	Mike@shelburneconst.com
5	Tom Arrowood	S.H. Engineering	573-220-7565	Tom@shengineering.com
6	Huston Thoe	Bartlett & West		
7	Tom Saunders	Morseley		
8	Mary Calcagno	Moberly		
9				
10				
11				
12				
13				
14				
15				

CITY OF MOBERLY MO - PRESIDENTIAL STREET CDBG PROJECT
 OWNER: CITY OF MOBERLY, MO

BID DAY TAB

BID DATE: Thursday, October 10, 2019 @ 10:00 AM LOCAL TIME
 Bartlett & West Project # 019254.020

#	Bidder	Total Base Bid	Alternate Bid Items				Total	Addendum (Y/N)	Bond (Y/N)
			Add Alternate A	Subtotal	Add Alternate B				
1	Grant Amount								
2	Engineer's Estimate								
3	Fischer	849,193	108,768		113,108		N/A	N/A	
4	S + A	971,767	149,046		132,364		Y		
5	W.H.S	992,911	119,236		123,720		Y		
6	Shedden	997,504	131,086		138,057		Y		
7									
8									
9									
10									
11									
12									
13									
14									
15									

 **AIA**® Document A310™ – 2010

Bond Number: 2422610

#3.

Bid Bond

CONTRACTOR:

(Name, legal status and address)

Fischer Grading, LLC

2024 Cherry Hill Dr
Columbia, MO 65203-5921

OWNER:

(Name, legal status and address)

City of Moberly
101 W Reed St
Moberly, MO 65270-1554

SURETY:

(Name, legal status and principal place of business)

West Bend Mutual Insurance Company
PO Box 620976
Middleton, WI 53562

ADDITIONS AND DELETIONS:

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

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

Any singular reference to Contractor, Surety, Owner or other party shall be considered plural where applicable.

BOND AMOUNT: \$

Five Percent of the Amount Bid

PROJECT:

(Name, location or address, and Project number, if any)

Stormwater Replacement/Waterline Construction

The Contractor and Surety are bound to the Owner in the amount set forth above, for the payment of which the Contractor and Surety bind themselves, their heirs, executors, administrators, successors and assigns, jointly and severally, as provided herein. The conditions of this Bond are such that if the Owner accepts the bid of the Contractor within the time specified in the bid documents, or within such time period as may be agreed to by the Owner and Contractor, and the Contractor either (1) enters into a contract with the Owner in accordance with the terms of such bid, and gives such bond or bonds as may be specified in the bidding or Contract Documents, with a surety admitted in the jurisdiction of the Project and otherwise acceptable to the Owner, for the faithful performance of such Contract and for the prompt payment of labor and material furnished in the prosecution thereof; or (2) pays to the Owner the difference, not to exceed the amount of this Bond, between the amount specified in said bid and such larger amount for which the Owner may in good faith contract with another party to perform the work covered by said bid, then this obligation shall be null and void, otherwise to remain in full force and effect. The Surety hereby waives any notice of an agreement between the Owner and Contractor to extend the time in which the Owner may accept the bid. Waiver of notice by the Surety shall not apply to any extension exceeding sixty (60) days in the aggregate beyond the time for acceptance of bids specified in the bid documents, and the Owner and Contractor shall obtain the Surety's consent for an extension beyond sixty (60) days.

If this Bond is issued in connection with a subcontractor's bid to a Contractor, the term Contractor in this Bond shall be deemed to be Subcontractor and the term Owner shall be deemed to be Contractor.

When this Bond has been furnished to comply with a statutory or other legal requirement in the location of the Project, any provision in this Bond conflicting with said statutory or legal requirement shall be deemed deleted herefrom and provisions conforming to such statutory or other legal requirement shall be deemed incorporated herein. When so furnished, the intent is that this Bond shall be construed as a statutory bond and not as a common law bond.

Init.

Signed and sealed this 8 day of October , 2019

Fischer Grading, LLC

[Signature]

(Contractor as Principal)

(Seal)

(Witness)

(Title)

West Bend Mutual Insurance Company

(Surety)

(Seal)

(Witness)

(Title)

[Signature]

JIM KNOX , Attorney-In-Fact



Bond No. 2422610

POWER OF ATTORNEY

Know all men by these Presents, That West Bend Mutual Insurance Company, a corporation having its principal office in the City of West Bend, Wisconsin does make, constitute and appoint:

JIM KNOX

lawful Attorney(s)-in-fact, to make, execute, seal and deliver for and on its behalf as surety and as its act and deed any and all bonds, undertakings and contracts of suretyship, provided that no bond or undertaking or contract of suretyship executed under this authority shall exceed in amount the sum of: Seven Million Five Hundred Thousand Dollars (\$7,500,000)

This Power of Attorney is granted and is signed and sealed by facsimile under and by the authority of the following Resolution adopted by the Board of Directors of West Bend Mutual Insurance Company at a meeting duly called and held on the 21st day of December, 1999.

Appointment of Attorney-In-Fact. The president or any vice president, or any other officer of West Bend Mutual Insurance Company may appoint by written certificate Attorneys-In-Fact to act on behalf of the company in the execution of and attesting of bonds and undertakings and other written obligatory instruments of like nature. The signature of any officer authorized hereby and the corporate seal may be affixed by facsimile to any such power of attorney or to any certificate relating therefore and any such power of attorney or certificate bearing such facsimile signatures or facsimile seal shall be valid and binding upon the company, and any such power so executed and certified by facsimile signatures and facsimile seal shall be valid and binding upon the company in the future with respect to any bond or undertaking or other writing obligatory in nature to which it is attached. Any such appointment may be revoked, for cause, or without cause, by any said officer at any time.

In witness whereof, the West Bend Mutual Insurance Company has caused these presents to be signed by its president undersigned and its corporate seal to be hereto duly attested by its secretary this 22nd day of September, 2017.

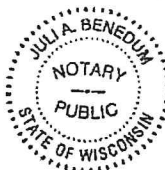
Attest Christopher C. Zwygart
Christopher C. Zwygart
Secretary



Kevin A. Steiner
Chief Executive Officer/President

State of Wisconsin
County of Washington

On the 22nd day of September, 2017, before me personally came Kevin A. Steiner, to me known being by duly sworn, did depose and say that he resides in the County of Washington, State of Wisconsin; that he is the President of West Bend Mutual Insurance Company, the corporation described in and which executed the above instrument; that he knows the seal of the said corporation; that the seal affixed to said instrument is such corporate seal; that is was so affixed by order of the board of directors of said corporation and that he signed his name thereto by like order.



Juli A. Benedum
Senior Corporate Attorney
Notary Public, Washington Co., WI
My Commission is Permanent

The undersigned, duly elected to the office stated below, now the incumbent in West Bend Mutual Insurance Company, a Wisconsin corporation authorized to make this certificate, Do Hereby Certify that the foregoing attached Power of Attorney remains in full force effect and has not been revoked and that the Resolution of the Board of Directors, set forth in the Power of Attorney is now in force.

Signed and sealed at West Bend, Wisconsin this 8th day of October, 2019.



Heather Dunn
Vice President - Chief Financial Officer

Notice: Any questions concerning this Power of Attorney may be directed to the Bond Manager at NSI, a division of West Bend Mutual Insurance Company.

EQUIPMENT LIST

#3.

YEAR	MAKE	MODEL	QUANTITY	TYPE
	2018 CAT	323 F	1	EXCAVATOR
	2007 DEERE	160 CLC	1	EXCAVATOR
	2008 KOBELCO	135 SR	1	EXCAVATOR
	2014 CAT	336 E	1	EXCAVATOR
	2016 DEERE	50G	1	EXCAVATOR
	2009 VOVO	SD116	1	COMPACTOR
	2019 CAT	299D2	1	SKIDLOADER
	2016 BOBCAT	T740	1	SKIDLOADER
	2007 DEERE	CT 322	1	SKIDLOADER
	2016 CAT	420F	1	BACKHOE
	2015 DEERE	9510R	2	SCRAPER TRACTOR
	2009 DEERE	1812C	3	SCRAPERS
	2014 DEERE	1812C	1	SCRAPERS
N/A	SHOP BUILT		5	ROCK BOX
N/A	SHOP BUILT		6	TRENCH BOXES
	1998 DITCH WITCH	6510	2	TRENCHER/ROCK SAW
	2015 ALLIED	750 B	3	BREAKER
	2014 CAT	D4 K2	1	DOZER
	2006 CAT	D6R	1	DOZER
	2017 CAT	953 D	1	HIGHLIFT
	2007 CAT	953 C	1	HIGHLIFT
	2017 TOPCON	RL-H5A	5	LASER SELF LEVELING
	2018 TOPCON	TP LB5	4	PIPE LASER
	2019 TRIMBLE	SPS 855	1	EARTHWORKS AND BASE STATION
	2009 FREIGHTLINER		1	SEMI
	1990 PETERBILT		1	HEAVY HAUL TRUCK
	2018 PITTS	55 TON	1	DETACH
	2016 PITTS	30 TON	1	LOW BOY
	2018 TRAILERMAN		3	EQUIPMENT TRAILER
	2008 FORD	F150	2	WORK TRUCK
	2008 FORD	F250	1	SERVICE TRUCK
	2005 FORD	F550	1	WORK TRUCK
	2011 FORD	F150	2	WORK TRUCK
	2014 RAM	2500	1	WORK TRUCK
	2018 FORD	F350	1	WORK TRUCK

FISCHER GRADING LLC
REFERENCE SHEET

CHAD HENERY
CONSOLIDATED WATER
5732190862

JOHN KNUDSEN
CITY OF OFALLON
6966985422

DARIN SAPP
BOONE COUNTY DEVELOPMENT
5738646316

LOUIS NUNLEY
COLUMBIA MO CITY DEPARTMENT
5732899375

WESTWARD BUILDERS
JASON TARRO
3146604317

Fischer Ag LLC
Tax Basis Financial Statements
December 31, 2018

Prepared by
Shelly J. Krueger, C.P.A.
23590 County Road 137
Kahoka, MO 63445
(660) 341-9108

SHELLY J. KRUEGER, C.P.A.

September 4, 2019

Fischer Ag LLC
Chris Fischer, Member
118 Wells Road
Truxton, MO 63381

Dear Chris:

Management is responsible for the accompanying financial statements of Fischer Ag LLC, which comprise the Statement of Assets, Liabilities, and Equity - Tax Basis as of December 31, 2018 and the related Statement of Revenue and Expenses - Tax Basis for the year then ended in accordance with the tax-basis of accounting, and for determining that the tax-basis of accounting is an acceptable financial reporting framework. I have performed the compilation engagement in accordance with Statements on Standards for Accounting and Review Services promulgated by the Accounting and Review Services Committee of the AICPA. I did not audit or review the financial statements nor was I required to perform any procedures to verify the accuracy or completeness of the information provided by you. I do not express an opinion, a conclusion, nor provide any assurance on these financial statements.

The financial statements are prepared in accordance with the tax-basis of accounting, which is a basis of accounting other than accounting principles generally accepted in the United States of America.

Management has elected to omit other statements and substantially all the disclosures ordinarily included in financial statements prepared in accordance with the tax-basis of accounting. If the omitted statements and disclosures were included in the financial statements, they might influence the user's conclusions about the company's assets, liabilities, equity, revenue, and expenses. Accordingly, the financial statements are not designed for those who are not informed about such matters.

I am not independent with respect to Fischer Ag LLC.

Respectfully Submitted,



Shelly J. Krueger
Certified Public Accountant

Fischer Ag LLC
Statement of Assets, Liabilities, and Equity -- Income Tax Basis
December 31, 2018

Assets		
Current Assets		
Cash in Bank	\$ 5,515.	
Total Current Assets		\$ 5,515.
Fixed Assets		
Breeding Livestock	14,930.	
Vehicles	211,350.	
Farm Equipment	194,397.	
Construction Equipment	161,000.	
Other Tools & Equipment	146,571.	
Buildings	6,971.	
Less: Accumulated Depreciation	(291,645.)	
Total Fixed Assets		<u>443,574.</u>
Total Assets		<u>\$ 449,089.</u>
Liabilities & Equity		
Current Liabilities		
Payroll Taxes Payable	<u>11,774.</u>	
Total Current Liabilities		11,774.
Equipment Liabilities		
Notes Payable-US Bank	334,275.	
Notes Payable-John Deere Financial	109,447.	
Notes Payable-Midland Eq. Finance	<u>53,117.</u>	
Total Equipment Liabilities		<u>496,839.</u>
Total Liabilities		508,613.
Equity		
Beginning Member Equity	(15,932.)	
Member Contributions	70,319.	
Net Income (Loss)	<u>(113,911.)</u>	
Total Equity		<u>(59,524.)</u>
Total Liabilities & Equity		<u>\$ 449,089.</u>

These are unaudited statements and no assurance is provided on them.

Fischer Ag LLC
Statement of Revenue and Expenses – Income Tax Basis
For the year ended December 31, 2018

Revenue		
Income		
Grain Sales	\$ 247,558.	
Livestock Sales	38,989.	
Excavating Income	997,654.	
Trucking Income	721,516.	
Tax Discounts	<u>148.</u>	
Total Income		\$ 2,005,865.
Cost of Goods Sold		
Job Materials	<u>261,188.</u>	
Total Cost of Goods Sold		<u>261,188.</u>
Gross Profit		\$ 1,744,677.
Expenses		
Bank Charges	2,075.	
Chemicals	71,288.	
Depreciation	108,042.	
Equipment Rent	105,450.	
Fencing Expense	4,808.	
Fertilizer	78,211.	
Gas, Fuel & Oil	505,299.	
Guaranteed Payments to Partner	69,425.	
Insurance	94,174.	
Interest	68,975.	
Internet & Phone	7,284.	
Land Rent	11,782.	
Licenses, Taxes & Permits	18,733.	
Office Supplies	1,258.	
Payroll Expenses	385,215.	
Repairs & Maintenance	165,247.	
Seed Expense	48,979.	
Subcontractor Fees	70,286.	
Tires	35,164.	
Utilities	3,897.	
Veterinary Fees & Medicines	<u>2,996.</u>	
Total Expenses		<u>1,858,588.</u>
Net Income (Loss)		<u>\$ (113,911.)</u>

These are unaudited statements and no assurance is provided on them.

BID FORM

Harrison Ave and Garfield Ave Street Project

Moberly, MO

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BARTLETT & WEST

ARTICLE 1 – BID RECIPIENT

1.01 This Bid is submitted to:

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

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

ARTICLE 2 – BIDDER’S ACKNOWLEDGEMENTS

2.01 Bidder accepts all of the terms and conditions of the Instructions to Bidders, including without limitation those dealing with the disposition of Bid security. This Bid will remain subject to acceptance for ~~60~~ 90 days after the Bid opening, or for such longer period of time that Bidder may agree to in writing upon request of Owner.

ARTICLE 3 – BIDDER’S REPRESENTATIONS

3.01 In submitting this Bid, Bidder represents that:

A. Bidder has examined and carefully studied the Bidding Documents, and any data and reference items identified in the Bidding Documents, and hereby acknowledges receipt of the following Addenda:

<u>Addendum No.</u>	<u>Addendum, Date</u>
<u>1</u>	<u>Oct 2, 2019</u>
<u> </u>	<u> </u>
<u> </u>	<u> </u>

B. Bidder has visited the Site, conducted a thorough, alert visual examination of the Site and adjacent areas, and become familiar with and satisfied itself as to the general, local, and Site conditions that may affect cost, progress, and performance of the Work.

C. Bidder is familiar with and has satisfied itself as to all Laws and Regulations that may affect cost, progress, and performance of the Work.

~~D. Bidder has carefully studied all: (1) reports of explorations and tests of subsurface conditions at or adjacent to the Site and all drawings of physical conditions relating to existing surface or subsurface structures at the Site that have been identified in the Supplementary Conditions, especially with respect to Technical Data in such reports and drawings, and (2) reports and drawings relating to Hazardous Environmental Conditions, if any, at or adjacent to the Site that have been identified in the Supplementary Conditions, especially with respect to Technical Data in such reports and drawings.~~

E. Bidder has considered the information known to Bidder itself; information commonly known to contractors doing business in the locality of the Site; information and observations obtained from visits to the Site; the Bidding Documents; and any Site-related reports and drawings identified in the Bidding Documents, with respect to the effect of such information, observations, and documents on (1) the cost, progress, and performance of the Work; (2) the means, methods, techniques, sequences, and procedures of construction to be employed by Bidder; and (3) Bidder’s safety precautions and programs.

- F. Bidder agrees, based on the information and observations referred to in the preceding paragraph, that no further examinations, investigations, explorations, tests, studies, or data are necessary for the determination of this Bid for performance of the Work at the price bid and within the times required, and in accordance with the other terms and conditions of the Bidding Documents.
- G. Bidder is aware of the general nature of work to be performed by Owner and others at the Site that relates to the Work as indicated in the Bidding Documents.
- H. Bidder has given Engineer written notice of all conflicts, errors, ambiguities, or discrepancies that Bidder has discovered in the Bidding Documents, and confirms that the written resolution thereof by Engineer is acceptable to Bidder.
- I. The Bidding Documents are generally sufficient to indicate and convey understanding of all terms and conditions for the performance and furnishing of the Work.
- J. The submission of this Bid constitutes an incontrovertible representation by Bidder that Bidder has complied with every requirement of this Article, and that without exception the Bid and all prices in the Bid are premised upon performing and furnishing the Work required by the Bidding Documents.

ARTICLE 4 – BIDDER’S CERTIFICATION

4.01 Bidder certifies that:

- A. This Bid is genuine and not made in the interest of or on behalf of any undisclosed individual or entity and is not submitted in conformity with any collusive agreement or rules of any group, association, organization, or corporation;
- B. Bidder has not directly or indirectly induced or solicited any other Bidder to submit a false or sham Bid;
- C. Bidder has not solicited or induced any individual or entity to refrain from bidding; and
- D. Bidder has not engaged in corrupt, fraudulent, collusive, or coercive practices in competing for the Contract. For the purposes of this Paragraph 4.01.D:
 - 1. “corrupt practice” means the offering, giving, receiving, or soliciting of any thing of value likely to influence the action of a public official in the bidding process;
 - 2. “fraudulent practice” means an intentional misrepresentation of facts made (a) to influence the bidding process to the detriment of Owner, (b) to establish bid prices at artificial non-competitive levels, or (c) to deprive Owner of the benefits of free and open competition;
 - 3. “collusive practice” means a scheme or arrangement between two or more Bidders, with or without the knowledge of Owner, a purpose of which is to establish bid prices at artificial, non-competitive levels; and
 - 4. “coercive practice” means harming or threatening to harm, directly or indirectly, persons or their property to influence their participation in the bidding process or affect the execution of the Contract.

ARTICLE 5 – BASIS OF BID

- 5.01 Bidder will complete the Work in accordance with the Contract Documents for the following price(s):

5.02 BID FORM (BASE BID)

Item No.	Description	Estimated Quantity	Units	Bid Unit Price	Bid Price
BASE BID					
General					
1	Mobilization	1.0	LS	55,000	55,000
2	Traffic Control Sign (Complete with Mountings)	1.0	LS	9000	9000
3	Construction Staking	1.0	LS	5000	5000
4	Removals	1.0	LS	21000	21000
5	Silt Fence	561.0	LF	3	1683
6	Inlet Protection	14.0	EA	400	5600
7	Area Inlet/Drain Basin Inserts	24.0	EA	250	6000
8	Seeding, Fertilizing and Mulching	1.5	AC	3000	4500
General Bid Items Subtotal					107,783
Curb/Storm Line Items					
9	Bituminous Pavement Mixture, 2 in. Surface	1,691.0	SY	20	33820
10	4" PCC Base	1,691.0	SY	30	50730
11	6" Aggregate Driveway	103.0	SY	18	1854
12	Aggregate for Base	2,812.0	SY	23	64676
13	6" PCC Driveway	587.0	SY	62	36394
14	Straight Back Curb & Gutter (APWA CG-1)	4,686.0	LF	33	154638
15	6" HP Storm Pipe	319.0	LF	30	9570
16	15" HP Storm Pipe	810.0	LF	26	21060
17	18" HP Storm Pipe	183.0	LF	30	5490
18	21" HP Storm Pipe	382.0	LF	50	19100
19	24" HP Storm Pipe	212.0	LF	50	10600
20	Nyloplast HP Manhole - 48"	3.0	EA	2750	8250
21	4' x 4' APWA Type II Curb Inlet	1.0	EA	3000	3000
22	3' X 2' High Flow Grated Curb Inlet	11.0	EA	3100	34100
23	15" CMP End Section	3.0	EA	350	1050
24	Drain Basin with Dome Grate	22.0	EA	850	18700
25	Insert-a-Tee (Pipe to Pipe Connections)	15.0	EA	230	3450
26	Connect to Existing Storm Structures	7.0	EA	600	4200
27	4" PCC Sidewalk	279.0	SF	12	3348
28	Sidewalk Trench Drain	1.0	EA	1100	1100
Curb/Storm Line Bid Items Subtotal					485130
Water Line Base Bid Items					
29	Bituminous Pavement Mixture, 2 in. Surface	133.0	SY	20	2660
30	4" PCC Base	133.0	SY	30	3990
31	Aggregate for Base	290.0	SY	23	6670
32	8" C900 PR 235 PVC	2,796.0	LF	35	97860
33	Reconnect 1" Service Line, Reconnect Existing Meters (Directional B	954.0	LF	40	38160
34	Replace 1" Service Line, Reconnect Existing Meters (Open Cut)	458.0	LF	30	13740
35	Fire Hydrant Assembly including 6" valve	6.0	EA	3800	22800
36	8" Gate Valve & Box	13.0	EA	1700	22100
37	6" Gate Valve & Box	5.0	EA	1200	6000
38	Connect to Existing Water Line	8.0	LS	2750	22000
39	1" Taps for new service connections	70.0	EA	290	20300
Water Line Bid Items Subtotal					256280
TOTAL OF ALL BASE BID ITEMS (1-39)					849193
Alternate Bid Continued on Next Page)					

5.03 Bidder acknowledges that (1) each Bid Unit Price includes an amount considered by Bidder to be adequate to cover Contractor's overhead and profit for each separately identified item, and (2) estimated quantities are not guaranteed, and are solely for the purpose of comparison of Bids, and final payment for all unit price Bid items will be based on actual quantities, determined as provided in the Contract Documents.

Total of Base Bid Price Items (Lump Sum & Unit Price) \$ 849,193.00

Eight hundred forty nine thousand one hundred ninety three and 00/100

5.04 BID FORM (ALTERNATE BID)

Item No.	Description	Estimated Quantity	Units	Bid Unit Price	Bid Price
Water Line Alternate Bid - Harrison					
40	Bituminous Pavement Mixture, 2 in. Surface	411.0	SY	20	8220
41	4" PCC Base	411.0	SY	30	12330
42	Aggregate for Base	411.0	SY	23	9453
43	8" C900 PR 235 PVC	905.0	LF	35	31675
44	Reconnect Existing Meters (Directional Bore)	251.0	LF	40	10040
45	Replace & Reconnect Existing Service Line (Open Cut)	111.0	LF	30	3330
46	Fire Hydrant Assembly including 6" valve	3.0	EA	3800	11400
47	8" Gate Valve & Box	1.0	EA	1700	1700
48	6" Gate Valve & Box	2.0	EA	1200	2400
49	Connect to Existing Water Line	2.0	LS	3000	6000
50	1" Taps for new service connections	19.0	EA	380	7220
51	Removals	1.0	EA	5000	5000
Water Line Harrison - Alternate Bid Items Subtotal					108768
Water Line Alternate Bid - Garfield					
52	Bituminous Pavement Mixture, 2 in. Surface	401.0	SY	20	8020
53	4" PCC Base	401.0	SY	30	12030
54	Aggregate for Base	401.0	SY	23	9223
55	8" C900 PR 235 PVC	921.0	LF	35	32235
56	Reconnect Existing Meters (Directional Bore)	310.0	LF	40	12400
57	Replace & Reconnect Existing Service Line (Open Cut)	134.0	LF	30	4020
58	Fire Hydrant Assembly including 6" valve	3.0	EA	3800	11400
59	8" Gate Valve & Box	1.0	EA	1700	1700
60	6" Gate Valve & Box	2.0	EA	1200	2400
61	Connect to Existing Water Line	2.0	LS	3000	6000
62	1" Taps for new service connections	23.0	EA	380	8740
63	Removals	1.0	EA	5000	5000
Water Line Garfield - Alternate Bid Items Subtotal					113168
TOTAL OF ALL ALTERNATE BID ITEMS (40-63)					221936

5.05 Bidder acknowledges that (1) each Bid Unit Price includes an amount considered by Bidder to be adequate to cover Contractor's overhead and profit for each separately identified item, and (2) estimated quantities are not guaranteed, and are solely for the purpose of comparison of Bids, and final payment for all unit price Bid items will be based on actual quantities, determined as provided in the Contract Documents.

5.06 If awarded, the Contract will be awarded per the Bid Documents and for the amount of the Base Bid Price or Base Bid Price plus Alternate Bid Price at the Owner's discretion. Bidder's shall complete both the Total Base Bid Price and the Total Alternate Bid Price.

Total of Alternate Bid Price Items (Lump Sum & Unit Price)

\$ 221,936

Two hundred twenty one thousand nine hundred thirty six dollars

ARTICLE 6 – TIME OF COMPLETION

- 6.01 Bidder agrees that the Work will be substantially complete and will be completed and ready for final payment in accordance with Paragraph 15.06 of the General Conditions on or before the dates or within the number of calendar days indicated in the Agreement.
- 6.02 Bidder accepts the provisions of the Agreement as to liquidated damages.

ARTICLE 7 – ATTACHMENTS TO THIS BID

- 7.01 The following documents are submitted with and made a condition of this Bid:
 - A. Required Bid security;
 - B. List of Proposed Subcontractors;
 - C. List of Proposed Suppliers;
 - D. List of Project References;
 - E. Evidence of authority to do business in the state of the Project; or a written covenant to obtain such license within the time for acceptance of Bids;
 - F. Contractor's License No.: _____ or Evidence of Bidder's ability to obtain a State Contractor's License and a covenant by Bidder to obtain said license within the time for acceptance of Bids;
 - G. Required Bidder Qualification Statement with supporting data;
 - H. If Bid amount exceeds \$10,000, signed Compliance Statement (RD 400-6). Refer to specific equal opportunity requirements set forth in the Supplemental General Conditions;
 - I. If Bid amount exceeds \$25,000, signed Certification Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion – Lower Tier Covered Transactions (AD-1048); and
 - J. If Bid amount exceeds \$100,000, signed RD Instruction 1940-Q, Exhibit A-1, Certification for Contracts, Grants, and Loans.

ARTICLE 8 – DEFINED TERMS

- 8.01 The terms used in this Bid with initial capital letters have the meanings stated in the Instructions to Bidders, the General Conditions, and the Supplementary Conditions.

ARTICLE 9 – BID SUBMITTAL

BIDDER: [Indicate correct name of bidding entity]

Fischer Grading LLC

By:
[Signature]

[Signature]

[Printed name]

Chris Fischer

(If Bidder is a corporation, a limited liability company, a partnership, or a joint venture, attach evidence of authority to sign.)

Attest:
[Signature]

[Signature]

[Printed name]

Jessica Fischer

Title:

AR

Submittal Date:

10-8-19

Address for giving notices:

2024 Cherry Hill Dr.

Ste 201 B

Columbia MO 65203

Telephone Number:

573 818 3141

Fax Number:

Contact Name and e-mail address:

Chris Fischer

cfischer@fischergrading.com

Bidder's License No.:

(where applicable)

BID BOND

Any singular reference to Bidder, Surety, Owner or other party shall be considered plural where applicable.

BIDDER (Name and Address):

See Attached
Bid Bond

SURETY (Name, and Address of Principal Place of Business):

OWNER (Name and Address):

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

BID

Bid Due Date:

Description (Project Name— Include Location): Harrison Ave and Garfield Ave Street Project
Moberly, MO

BOND

Bond Number:

Date:

Penal sum

\$

(Words)

(Figures)

Surety and Bidder, intending to be legally bound hereby, subject to the terms set forth below, do each cause this Bid Bond to be duly executed by an authorized officer, agent, or representative.

BIDDER

SURETY

(Seal)

(Seal)

Bidder's Name and Corporate Seal

Surety's Name and Corporate Seal

By:

Signature

By:

Signature (Attach Power of Attorney)

Print Name

Print Name

Title

Title

Attest:

Signature

Attest:

Signature

Title

Title

Note: Addresses are to be used for giving any required notice.

Provide execution by any additional parties, such as joint venturers, if necessary.

1. Bidder and Surety, jointly and severally, bind themselves, their heirs, executors, administrators, successors, and assigns to pay to Owner upon default of Bidder the penal sum set forth on the face of this Bond. Payment of the penal sum is the extent of Bidder's and Surety's liability. Recovery of such penal sum under the terms of this Bond shall be Owner's sole and exclusive remedy upon default of Bidder.
2. Default of Bidder shall occur upon the failure of Bidder to deliver within the time required by the Bidding Documents (or any extension thereof agreed to in writing by Owner) the executed Agreement required by the Bidding Documents and any performance and payment bonds required by the Bidding Documents.
3. This obligation shall be null and void if:
 - 3.1 Owner accepts Bidder's Bid and Bidder delivers within the time required by the Bidding Documents (or any extension thereof agreed to in writing by Owner) the executed Agreement required by the Bidding Documents and any performance and payment bonds required by the Bidding Documents, or
 - 3.2 All Bids are rejected by Owner, or
 - 3.3 Owner fails to issue a Notice of Award to Bidder within the time specified in the Bidding Documents (or any extension thereof agreed to in writing by Bidder and, if applicable, consented to by Surety when required by Paragraph 5 hereof).
4. Payment under this Bond will be due and payable upon default of Bidder and within 30 calendar days after receipt by Bidder and Surety of written notice of default from Owner, which notice will be given with reasonable promptness, identifying this Bond and the Project and including a statement of the amount due.
5. Surety waives notice of any and all defenses based on or arising out of any time extension to issue Notice of Award agreed to in writing by Owner and Bidder, provided that the total time for issuing Notice of Award including extensions shall not in the aggregate exceed 120 days from the Bid due date without Surety's written consent.
6. No suit or action shall be commenced under this Bond prior to 30 calendar days after the notice of default required in Paragraph 4 above is received by Bidder and Surety and in no case later than one year after the Bid due date.
7. Any suit or action under this Bond shall be commenced only in a court of competent jurisdiction located in the state in which the Project is located.
8. Notices required hereunder shall be in writing and sent to Bidder and Surety at their respective addresses shown on the face of this Bond. Such notices may be sent by personal delivery, commercial courier, or by United States Registered or Certified Mail, return receipt requested, postage pre-paid, and shall be deemed to be effective upon receipt by the party concerned.
9. Surety shall cause to be attached to this Bond a current and effective Power of Attorney evidencing the authority of the officer, agent, or representative who executed this Bond on behalf of Surety to execute, seal, and deliver such Bond and bind the Surety thereby.
10. This Bond is intended to conform to all applicable statutory requirements. Any applicable requirement of any applicable statute that has been omitted from this Bond shall be deemed to be included herein as if set forth at length. If any provision of this Bond conflicts with any applicable statute, then the provision of said statute shall govern and the remainder of this Bond that is not in conflict therewith shall continue in full force and effect.
11. The term "Bid" as used herein includes a Bid, offer, or proposal as applicable.

QUALIFICATIONS STATEMENT

THE INFORMATION SUPPLIED IN THIS DOCUMENT IS CONFIDENTIAL TO THE EXTENT PERMITTED BY LAWS AND REGULATIONS

1. SUBMITTED BY:

Official Name of Firm:

See Attached Reference

Address:

sheet

2. SUBMITTED TO:

3. SUBMITTED FOR:

Owner:

Project Name:

TYPE OF WORK:

4. CONTRACTOR'S CONTACT INFORMATION

Contact Person:

Title:

Phone:

Email:

5. **AFFILIATED COMPANIES:**

Name: Fischer Ag LLC

Address: 118 Wells Rd
Truxton MO 63381

6. **TYPE OF ORGANIZATION:**

SOLE PROPRIETORSHIP

Name of Owner: _____

Doing Business As: _____

Date of Organization: _____

PARTNERSHIP

Date of Organization: 1-20-19

Type of Partnership: LLC

Name of General Partner(s): Chris Fischer
Jessica Fischer

CORPORATION

State of Organization: _____

Date of Organization: _____

Executive Officers:

- President: _____
- Vice President(s): _____
- Treasurer: _____
- Secretary: _____

LIMITED LIABILITY COMPANY

State of Organization:

Date of Organization:

Members:

JOINT VENTURE

Sate of Organization:

Date of Organization:

Form of Organization:

Joint Venture Managing Partner

- Name:

- Address:

Joint Venture Managing Partner

- Name:

- Address:

Joint Venture Managing Partner

- Name:

- Address:

7. LICENSING

Jurisdiction: _____
 Type of License: _____
 License Number: _____
 Jurisdiction: _____
 Type of License: _____
 License Number: _____

8. CERTIFICATIONS

CERTIFIED BY:

Disadvantage Business Enterprise: _____
 Minority Business Enterprise: _____
 Woman Owned Enterprise: _____
 Small Business Enterprise: _____
 Other (_____): _____

9. BONDING INFORMATION

Bonding Company: West Bend Mutual Ins Company
 Address: 1900 S. 18th Avenue
West Bend, WI 53095
 Bonding Agent: Tri County Agency (Jim Knox)
 Address: 1067 West Pearce Blvd
Wentzville, MO 63385
 Contact Name: Jim Knox
 Phone: 636 332 3400
 Aggregate Bonding Capacity: 2 million
 Available Bonding Capacity as of date of this submittal: 1.6 million

10. FINANCIAL INFORMATION

Financial Institution: Hawthorn Bank

Address: 140 Club ~~City~~ Village Dr.
Columbia MO 65203

Account Manager: ~~John~~ Ryan Clifton

Phone: 573 449 9933

INCLUDE AS AN ATTACHMENT AN AUDITED BALANCE SHEET FOR EACH OF THE LAST 3 YEARS

11. CONSTRUCTION EXPERIENCE:

Current Experience:

List on **Schedule A** all uncompleted projects currently under contract. (If Joint Venture list each participant's projects separately).

Previous Experience:

List on **Schedule B** all projects completed within the last 5 Years (If Joint Venture list each participant's projects separately).

Has firm listed in Section 1 ever failed to complete a construction contract awarded to it?

YES NO

If YES, attach as an Attachment details including Project Owner's contact information.

Has any Corporate Officer, Partner, Joint Venture participant or Proprietor ever failed to complete a construction contract awarded to them in their name or when acting as a principal of another entity?

YES NO

If YES, attach as an Attachment details including Project Owner's contact information.

Are there any judgments, claims, disputes or litigation pending or outstanding involving the firm listed in Section 1 or any of its officers (or any of its partners if a partnership or any of the individual entities if a joint venture)?

YES NO

If YES, attach as an Attachment details including Project Owner's contact information.

12. SAFETY PROGRAM:

Name of Contractor's Safety Officer: Alex Heldt

Include the following as attachments:

Provide as an Attachment Contractor's (and Contractor's proposed Subcontractors and Suppliers furnishing or performing Work having a value in excess of 10 percent of the total amount of the Bid) OSHA No. 500- Log & Summary of Occupational Injuries & Illnesses for the past 5 years.

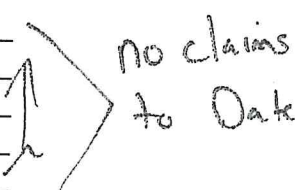
Provide as an Attachment Contractor's (and Contractor's proposed Subcontractors and Suppliers furnishing or performing Work having a value in excess of 10 percent of the total amount of the Bid) list of all OSHA Citations & Notifications of Penalty (monetary or other) received within the last 5 years (indicate disposition as applicable) - IF NONE SO STATE.

Provide as an Attachment Contractor's (and Contractor's proposed Subcontractors and Suppliers furnishing or performing Work having a value in excess of 10 percent of the total amount of the Bid) list of all safety citations or violations under any state all received within the last 5 years (indicate disposition as applicable) - IF NONE SO STATE.

Provide the following for the firm listed in Section V (and for each proposed Subcontractor furnishing or performing Work having a value in excess of 10 percent of the total amount of the Bid) the following (attach additional sheets as necessary):

Workers' compensation Experience Modification Rate (EMR) for the last 5 years:

YEAR	<u>2019</u>	EMR	_____
YEAR	<u>2018</u>	EMR	_____
YEAR	<u>2017</u>	EMR	_____
YEAR	<u>2016</u>	EMR	_____
YEAR	<u>2015</u>	EMR	_____



Total Recordable Frequency Rate (TRFR) for the last 5 years:

YEAR	<u>2019</u>	TRFR	_____
YEAR	<u>2018</u>	TRFR	_____
YEAR	<u>2017</u>	TRFR	_____
YEAR	<u>2016</u>	TRFR	_____
YEAR	<u>2015</u>	TRFR	_____



Total number of man-hours worked for the last 5 Years:

YEAR	<u>2019</u>	TOTAL NUMBER OF MAN-HOURS	<u>6980</u>
YEAR	<u>2018</u>	TOTAL NUMBER OF MAN-HOURS	<u>3250</u>
YEAR	<u>2017</u>	TOTAL NUMBER OF MAN-HOURS	<u>2900</u>
YEAR	<u>2016</u>	TOTAL NUMBER OF MAN-HOURS	<u>1500</u>
YEAR	<u>2015</u>	TOTAL NUMBER OF MAN-HOURS	<u>1280</u>

Provide Contractor's (and Contractor's proposed Subcontractors and Suppliers furnishing or performing Work having a value in excess of 10 percent of the total amount of the Bid) Days Away From Work, Days of Restricted Work Activity or Job Transfer (DART) incidence rate for the particular industry or type of Work to be performed by Contractor and each of Contractor's proposed Subcontractors and Suppliers) for the last 5 years:

YEAR	<u>2019</u>	DART	_____
YEAR	<u>2018</u>	DART	_____
YEAR	<u>2017</u>	DART	_____
YEAR	<u>2016</u>	DART	_____
YEAR	<u>2015</u>	DART	_____

) No Claims

13. EQUIPMENT:

MAJOR EQUIPMENT:

List on Schedule C all pieces of major equipment available for use on Owner's Project.

See Attached

Sub Contractor

Capital Paving

1591 E Prathersville Rd

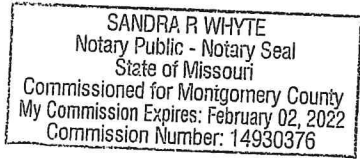
Columbia Mo 65202

573 449 0886

I HEREBY CERTIFY THAT THE INFORMATION SUBMITTED HERewith, INCLUDING ANY ATTACHMENTS, IS TRUE TO THE BEST OF MY KNOWLEDGE AND BELIEF.

NAME OF ORGANIZATION: Fischer Grading LLC
BY: [Signature]
TITLE: Owner/member
DATED: 10-9-19

NOTARY ATTEST: [Signature]
SUBSCRIBED AND SWORN TO BEFORE ME
THIS 9th DAY OF October, 2019



NOTARY PUBLIC - STATE OF Missouri
MY COMMISSION EXPIRES: February 02, 2022

REQUIRED ATTACHMENTS

1. Schedule A (Current Experience).
2. Schedule B (Previous Experience).
3. Schedule C (Major Equipment).
4. Audited balance sheet for each of the last 3 years for firm named in Section 1.
5. Evidence of authority for individuals listed in Section 7 to bind organization to an agreement.
6. Resumes of officers and key individuals (including Safety Officer) of firm named in Section 1.
7. Required safety program submittals listed in Section 13.
8. Additional items as pertinent.

SCHEDULE A

CURRENT EXPERIENCE

Project Name	Owner's Contact Person	Design Engineer	Contract Date	Type of Work	Status	Cost of Work
North Battle	Name: Jason Tatro Address: 17774 Keller Dr. Wishard City, MO Telephone: 314 660 4317	Name: Crackett Eyring Company: Telephone:	6-1-2018	Site Grading All utilities	Complete	1.2 million
BCRSD	Name: Andy Listo Address: Telephone: 573 881 9921	Name: Crackett Eyring Company: Telephone:	6-1-2018	Sanitary Sewer 8"	Complete	350,000
Consolidated Water	Name: Chad Honey Address: Telephone: 573 219 0862	Name: Bert Holt Company: West Telephone: Trans Bureau	7-15-18	8" Water Main	Complete	186,000
City of Ofallon	Name: City of Address: Telephone: Ofallon	Name: Company: Telephone:	6-10-19	Storm Sewer	In Prog	168,000
41 City of St. Charles	Name: City of St. Address: Telephone: Charles	Name: St. Charles Company: Telephone:	7-10-19	Storm Sewer	In Prog	62,000
Woop & Daycare	Name: Ofallon MO Address: Telephone: Mark Kears	Name: Mark Kears Company: Telephone:	4-10-19	Storm sewer Bio Retah	In Prog	115,000
	Name: Address: Telephone:	Name: Company: Telephone:				

SCHEDULE B

PREVIOUS EXPERIENCE (Include ALL Projects Completed within last 5 years)

Project Name	Owner's Contact Person Name: Address: Telephone:	Design Engineer Name: Company: Telephone:	Contract Date	Type of Work	Status	Cost of Work
	Name: Address: Telephone:	Name: Company: Telephone:				
	Name: Address: Telephone:	Name: Company: Telephone:				
	Name: Address: Telephone:	Name: Company: Telephone:				
	Name: Address: Telephone:	Name: Company: Telephone:				
	Name: Address: Telephone:	Name: Company: Telephone:				
	Name: Address: Telephone:	Name: Company: Telephone:				
	Name: Address: Telephone:	Name: Company: Telephone:				
	Name: Address: Telephone:	Name: Company: Telephone:				
	Name: Address: Telephone:	Name: Company: Telephone:				

SCHEDULE B

PREVIOUS EXPERIENCE (Include ALL Projects Completed within last 5 years)

Project Name	Owner's Contact Person			Design Engineer			Contract Date	Type of Work	Status	Cost of Work
	Name:	Address:	Telephone:	Name:	Company:	Telephone:				
	Name:	Address:	Telephone:	Name:	Company:	Telephone:				
	Name:	Address:	Telephone:	Name:	Company:	Telephone:				
	Name:	Address:	Telephone:	Name:	Company:	Telephone:				
	Name:	Address:	Telephone:	Name:	Company:	Telephone:				
	Name:	Address:	Telephone:	Name:	Company:	Telephone:				
	Name:	Address:	Telephone:	Name:	Company:	Telephone:				
	Name:	Address:	Telephone:	Name:	Company:	Telephone:				
	Name:	Address:	Telephone:	Name:	Company:	Telephone:				

BID FORM

Harrison Ave and Garfield Ave Street Project

Moberly, MO

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- F. Bidder agrees, based on the information and observations referred to in the preceding paragraph, that no further examinations, investigations, explorations, tests, studies, or data are necessary for the determination of this Bid for performance of the Work at the price bid and within the times required, and in accordance with the other terms and conditions of the Bidding Documents.
- G. Bidder is aware of the general nature of work to be performed by Owner and others at the Site that relates to the Work as indicated in the Bidding Documents.
- H. Bidder has given Engineer written notice of all conflicts, errors, ambiguities, or discrepancies that Bidder has discovered in the Bidding Documents, and confirms that the written resolution thereof by Engineer is acceptable to Bidder.
- I. The Bidding Documents are generally sufficient to indicate and convey understanding of all terms and conditions for the performance and furnishing of the Work.
- J. The submission of this Bid constitutes an incontrovertible representation by Bidder that Bidder has complied with every requirement of this Article, and that without exception the Bid and all prices in the Bid are premised upon performing and furnishing the Work required by the Bidding Documents.

ARTICLE 4 – BIDDER’S CERTIFICATION

4.01 Bidder certifies that:

- A. This Bid is genuine and not made in the interest of or on behalf of any undisclosed individual or entity and is not submitted in conformity with any collusive agreement or rules of any group, association, organization, or corporation;
- B. Bidder has not directly or indirectly induced or solicited any other Bidder to submit a false or sham Bid;
- C. Bidder has not solicited or induced any individual or entity to refrain from bidding; and
- D. Bidder has not engaged in corrupt, fraudulent, collusive, or coercive practices in competing for the Contract. For the purposes of this Paragraph 4.01.D:
 - 1. “corrupt practice” means the offering, giving, receiving, or soliciting of any thing of value likely to influence the action of a public official in the bidding process;
 - 2. “fraudulent practice” means an intentional misrepresentation of facts made (a) to influence the bidding process to the detriment of Owner, (b) to establish bid prices at artificial non-competitive levels, or (c) to deprive Owner of the benefits of free and open competition;
 - 3. “collusive practice” means a scheme or arrangement between two or more Bidders, with or without the knowledge of Owner, a purpose of which is to establish bid prices at artificial, non-competitive levels; and
 - 4. “coercive practice” means harming or threatening to harm, directly or indirectly, persons or their property to influence their participation in the bidding process or affect the execution of the Contract.

ARTICLE 5 – BASIS OF BID

- 5.01 Bidder will complete the Work in accordance with the Contract Documents for the following price(s):

ARTICLE 1 – BID RECIPIENT

1.01 This Bid is submitted to:

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

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

ARTICLE 2 – BIDDER’S ACKNOWLEDGEMENTS

2.01 Bidder accepts all of the terms and conditions of the Instructions to Bidders, including without limitation those dealing with the disposition of Bid security. This Bid will remain subject to acceptance for ~~60~~ 90 days after the Bid opening, or for such longer period of time that Bidder may agree to in writing upon request of Owner.

ARTICLE 3 – BIDDER’S REPRESENTATIONS

3.01 In submitting this Bid, Bidder represents that:

A. Bidder has examined and carefully studied the Bidding Documents, and any data and reference items identified in the Bidding Documents, and hereby acknowledges receipt of the following Addenda:

<u>Addendum No.</u>	<u>Addendum, Date</u>
<u>1</u>	<u>Oct 2, 2019</u>
_____	_____
_____	_____

B. Bidder has visited the Site, conducted a thorough, alert visual examination of the Site and adjacent areas, and become familiar with and satisfied itself as to the general, local, and Site conditions that may affect cost, progress, and performance of the Work.

C. Bidder is familiar with and has satisfied itself as to all Laws and Regulations that may affect cost, progress, and performance of the Work.

~~D. Bidder has carefully studied all: (1) reports of explorations and tests of subsurface conditions at or adjacent to the Site and all drawings of physical conditions relating to existing surface or subsurface structures at the Site that have been identified in the Supplementary Conditions, especially with respect to Technical Data in such reports and drawings, and (2) reports and drawings relating to Hazardous Environmental Conditions, if any, at or adjacent to the Site that have been identified in the Supplementary Conditions, especially with respect to Technical Data in such reports and drawings.~~

E. Bidder has considered the information known to Bidder itself; information commonly known to contractors doing business in the locality of the Site; information and observations obtained from visits to the Site; the Bidding Documents; and any Site-related reports and drawings identified in the Bidding Documents, with respect to the effect of such information, observations, and documents on (1) the cost, progress, and performance of the Work; (2) the means, methods, techniques, sequences, and procedures of construction to be employed by Bidder; and (3) Bidder’s safety precautions and programs.

5.02 BID FORM (BASE BID)

Item No.	Description	Estimated Quantity	Units	Bid Unit Price	Bid Price
BASE BID					
General					
1	Mobilization	1.0	LS	16,574 ²³	16,574 ²³
2	Traffic Control Sign (Complete with Mountings)	1.0	LS	9,554 ¹⁴	9,554 ¹⁴
3	Construction Staking	1.0	LS	19,108 ²³	19,108 ²³
4	Removals	1.0	LS	36,797 ¹⁵	36,797 ¹⁵
5	Silt Fence	561.0	LF	3 ²¹	1,856 ²¹
6	Inlet Protection	14.0	EA	184 ²¹	2,586 ²¹
7	Area Inlet/Drain Basin Inserts	24.0	EA	280 ²³	6,726 ²³
8	Seeding, Fertilizing and Mulching	1.5	AC	4,692 ¹⁴	7,038 ²¹
General Bid Items Subtotal					\$ 100,241²¹
Curb/Storm Line Items					
9	Bituminous Pavement Mixture, 2 in. Surface	1,691.0	SY	17 ²³	30,666 ²³
10	4" PCC Base	1,691.0	SY	41 ²¹	69,787 ²¹
11	6" Aggregate Driveway	103.0	SY	46 ²³	4,767 ²¹
12	Aggregate for Base	2,812.0	SY	11 ²³	31,747 ²³
13	6" PCC Driveway	587.0	SY	51 ²³	29,954 ²³
14	Straight Back Curb & Gutter (APWA CG-1)	4,686.0	LF	31 ²³	149,249 ²³
15	6" HP Storm Pipe	319.0	LF	25 ¹⁷	80,295 ²³
16	15" HP Storm Pipe	810.0	LF	29 ²⁴	24,170 ⁴⁰
17	18" HP Storm Pipe	183.0	LF	42 ²³	7,757 ²¹
18	21" HP Storm Pipe	382.0	LF	38 ²¹	14,711 ²¹
19	24" HP Storm Pipe	212.0	LF	47 ²⁶	10,019 ¹²
20	Nyloplast HP Manhole - 48"	3.0	EA	4,729 ²³	14,187 ²³
21	4' x 4' APWA Type II Curb Inlet	1.0	EA	5,065 ²³	5,065 ²³
22	3' X 2' High Flow Grated Curb Inlet	11.0	EA	3,316 ²⁶	36,483 ²⁴
23	15" CMP End Section	3.0	EA	1,981 ²⁵	5,943 ¹⁵
24	Drain Basin with Dome Grate	22.0	EA	1,876 ²¹	41,287 ²³
25	Insert-a-Tee (Pipe to Pipe Connections)	15.0	EA	1,388 ²³	20,834 ²³
26	Connect to Existing Storm Structures	7.0	EA	3,584 ¹²	25,094 ²⁶
27	4" PCC Sidewalk	279.0	SF	16 ²¹	4,466 ²³
28	Sidewalk Trench Drain	1.0	EA	2,476 ²⁶	2,476 ²⁶
Curb/Storm Line Bid Items Subtotal					536,239²³
Water Line Base Bid Items					
29	Bituminous Pavement Mixture, 2 in. Surface	133.0	SY	17 ²³	2,371 ²³
30	4" PCC Base	133.0	SY	71 ¹²	9,460 ²³
31	Aggregate for Base	290.0	SY	16 ²¹	4,627 ¹⁵
32	8" C900 PR 235 PVC	2,796.0	LF	24 ²³	69,704 ²³
33	Reconnect 1" Service Line, Reconnect Existing Meters (Directional E	954.0	LF	39 ²⁴	37,673 ⁴⁶
34	Replace 1" Service Line, Reconnect Existing Meters (Open Cut)	458.0	LF	37 ¹⁴	17,010 ¹²
35	Fire Hydrant Assembly including 6" valve	6.0	EA	4,458 ²⁰	26,754 ²⁰
36	8" Gate Valve & Box	13.0	EA	4,140 ¹²	53,821 ²³
37	6" Gate Valve & Box	5.0	EA	3,630 ²³	18,152 ²³
38	Connect to Existing Water Line	8.0	LS	3,566 ²³	28,535 ²⁴
39	1" Taps for new service connections	70.0	EA	955 ⁴¹	66,877 ²⁰
Water Line Bid Items Subtotal					335,286²²
TOTAL OF ALL BASE BID ITEMS (1-39)					971,767²⁶
Alternate Bid Continued on Next Page)					

5.03 Bidder acknowledges that (1) each Bid Unit Price includes an amount considered by Bidder to be adequate to cover Contractor's overhead and profit for each separately identified item, and (2) estimated quantities are not guaranteed, and are solely for the purpose of comparison of Bids, and final payment for all unit price Bid items will be based on actual quantities, determined as provided in the Contract Documents.

Total of Base Bid Price Items (Lump Sum & Unit Price) \$ Nine Hundred Seventy one Thousand Seven Hundred and Sixty Seven Dollars and Forty Six cents

5.04 BID FORM (ALTERNATE BID)

Item No.	Description	Estimated Quantity	Units	Bid Unit Price	Bid Price
Water Line Alternate Bid - Harrison					
40	Bituminous Pavement Mixture, 2 in. Surface	411.0	SY	21 ⁶⁶	8,902 ⁶⁶
41	4" PCC Base	411.0	SY	50 ⁵⁴	20,771 ⁹⁴
42	Aggregate for Base	411.0	SY	21 ⁶²	8,969 ²³
43	8" C900 PR 235 PVC	905.0	LF	36 ³⁰	32,851 ⁵⁰
44	Reconnect Existing Meters (Directional Bore)	251.0	LF	38 ²³	9,593 ²³
45	Replace & Reconnect Existing Service Line (Open Cut)	111.0	LF	50 ⁶³	5,625 ⁴⁸
46	Fire Hydrant Assembly including 6" valve	3.0	EA	4,458 ⁶⁰	13,375 ⁸⁰
47	8" Gate Valve & Box	1.0	EA	4,140 ¹³	4,140 ¹³
48	6" Gate Valve & Box	2.0	EA	3,630 ²²	7,261 ¹³
49	Connect to Existing Water Line	2.0	LS	2,802 ⁵⁵	5,605 ¹⁰
50	1" Taps for new service connections	19.0	EA	955 ⁴¹	18,152 ⁷⁹
51	Removals	1.0	EA	13,798 ¹³	13,798 ¹³
Water Line Harrison - Alternate Bid Items Subtotal					149,046³¹
Water Line Alternate Bid - Garfield					
52	Bituminous Pavement Mixture, 2 in. Surface	401.0	SY	21 ⁶⁶	8,685 ⁶⁶
53	4" PCC Base	401.0	SY	43 ¹³	17,315 ¹³
54	Aggregate for Base	401.0	SY	22 ³⁶	8,966 ³⁶
55	8" C900 PR 235 PVC	921.0	LF	29 ²⁸	26,944 ³⁸
56	Reconnect Existing Meters (Directional Bore)	310.0	LF	39 ⁴⁵	12,241 ⁹⁰
57	Replace & Reconnect Existing Service Line (Open Cut)	134.0	LF	46 ¹²	6,186 ¹²
58	Fire Hydrant Assembly including 6" valve	3.0	EA	4,458 ⁶⁰	13,375 ⁸⁰
59	8" Gate Valve & Box	1.0	EA	4,140 ¹³	4,140 ¹³
60	6" Gate Valve & Box	2.0	EA	3,630 ²²	7,261 ¹³
61	Connect to Existing Water Line	2.0	LS	2,802 ⁵⁵	5,605 ¹⁰
62	1" Taps for new service connections	23.0	EA	955 ⁴¹	12,420 ³³
63	Removals	1.0	EA	9,199 ²⁹	9,199 ²⁹
Water Line Garfield - Alternate Bid Items Subtotal					132,364³³
TOTAL OF ALL ALTERNATE BID ITEMS (40-63)					281,410³⁶

5.05 Bidder acknowledges that (1) each Bid Unit Price includes an amount considered by Bidder to be adequate to cover Contractor's overhead and profit for each separately identified item, and (2) estimated quantities are not guaranteed, and are solely for the purpose of comparison of Bids, and final payment for all unit price Bid items will be based on actual quantities, determined as provided in the Contract Documents.

5.06 If awarded, the Contract will be awarded per the Bid Documents and for the amount of the Base Bid Price or Base Bid Price plus Alternate Bid Price at the Owner's discretion. Bidder's shall complete both the Total Base Bid Price and the Total Alternate Bid Price.

Total of Alternate Bid Price Items (Lump Sum & Unit Price) \$ Two Hundred Eighty One Thousand Four Hundred and Ten dollars and Eighty Six cents

ARTICLE 6 – TIME OF COMPLETION

6.01 Bidder agrees that the Work will be substantially complete and will be completed and ready for final payment in accordance with Paragraph 15.06 of the General Conditions on or before the dates or within the number of calendar days indicated in the Agreement.

6.02 Bidder accepts the provisions of the Agreement as to liquidated damages.

ARTICLE 7 – ATTACHMENTS TO THIS BID

7.01 The following documents are submitted with and made a condition of this Bid:

- A. Required Bid security;
- B. List of Proposed Subcontractors;
- C. List of Proposed Suppliers;
- D. List of Project References;
- E. Evidence of authority to do business in the state of the Project; or a written covenant to obtain such license within the time for acceptance of Bids;
- F. Contractor's License No.: LC 1400822 or Evidence of Bidder's ability to obtain a State Contractor's License and a covenant by Bidder to obtain said license within the time for acceptance of Bids;
- G. Required Bidder Qualification Statement with supporting data;
- H. If Bid amount exceeds \$10,000, signed Compliance Statement (RD 400-6). Refer to specific equal opportunity requirements set forth in the Supplemental General Conditions;
- I. If Bid amount exceeds \$25,000, signed Certification Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion – Lower Tier Covered Transactions (AD-1048); and
- J. If Bid amount exceeds \$100,000, signed RD Instruction 1940-Q, Exhibit A-1, Certification for Contracts, Grants, and Loans.

ARTICLE 8 – DEFINED TERMS

8.01 The terms used in this Bid with initial capital letters have the meanings stated in the Instructions to Bidders, the General Conditions, and the Supplementary Conditions.



BID BOND

Any singular reference to Bidder, Surety, Owner or other party shall be considered plural where applicable.

BIDDER (Name and Address):

S & A Equipment & Builders, LLC
7298 County Road 409
Fulton, MO 65251

SURETY (Name, and Address of Principal Place of Business):

National American Insurance Company
PO Box 9
Chandler, OK 74834

OWNER (Name and Address):

City of Moberly, Missouri
101 W. Reed Street
Moberly, MO 65270

BID

Bid Due Date: October 10, 2019

Description (Project Name— Include Location): Harrison Ave and Garfield Ave Street Project
Moberly, MO

BOND

Bond Number: CBB0056682

Date: October 10, 2019

Penal sum Five percent (5%) of amount bid \$ 5% of bid
(Words) (Figures)

Surety and Bidder, intending to be legally bound hereby, subject to the terms set forth below, do each cause this Bid Bond to be duly executed by an authorized officer, agent, or representative.

BIDDER

SURETY

S & A Equipment & Builders, LLC (Seal)
Bidder's Name and Corporate Seal

National American Insurance Company (Seal)
Surety's Name and Corporate Seal

By: [Signature]
Signature

By: [Signature]
Signature (Attach Power of Attorney)

Ryan Arrowood
Print Name

David S. Salavitch
Print Name

Owner
Title

Attorney in Fact
Title

Attest: [Signature]
Signature

Attest: [Signature]
Signature

Secretary
Title

Secretary
Title

Note: Addresses are to be used for giving any required notice.
Provide execution by any additional parties, such as joint venturers, if necessary.



PENAL SUM FORM

1. Bidder and Surety, jointly and severally, bind themselves, their heirs, executors, administrators, successors, and assigns to pay to Owner upon default of Bidder the penal sum set forth on the face of this Bond. Payment of the penal sum is the extent of Bidder's and Surety's liability. Recovery of such penal sum under the terms of this Bond shall be Owner's sole and exclusive remedy upon default of Bidder.
2. Default of Bidder shall occur upon the failure of Bidder to deliver within the time required by the Bidding Documents (or any extension thereof agreed to in writing by Owner) the executed Agreement required by the Bidding Documents and any performance and payment bonds required by the Bidding Documents.
3. This obligation shall be null and void if:
 - 3.1 Owner accepts Bidder's Bid and Bidder delivers within the time required by the Bidding Documents (or any extension thereof agreed to in writing by Owner) the executed Agreement required by the Bidding Documents and any performance and payment bonds required by the Bidding Documents, or
 - 3.2 All Bids are rejected by Owner, or
 - 3.3 Owner fails to issue a Notice of Award to Bidder within the time specified in the Bidding Documents (or any extension thereof agreed to in writing by Bidder and, if applicable, consented to by Surety when required by Paragraph 5 hereof).
4. Payment under this Bond will be due and payable upon default of Bidder and within 30 calendar days after receipt by Bidder and Surety of written notice of default from Owner, which notice will be given with reasonable promptness, identifying this Bond and the Project and including a statement of the amount due.
5. Surety waives notice of any and all defenses based on or arising out of any time extension to issue Notice of Award agreed to in writing by Owner and Bidder, provided that the total time for issuing Notice of Award including extensions shall not in the aggregate exceed 120 days from the Bid due date without Surety's written consent.
6. No suit or action shall be commenced under this Bond prior to 30 calendar days after the notice of default required in Paragraph 4 above is received by Bidder and Surety and in no case later than one year after the Bid due date.
7. Any suit or action under this Bond shall be commenced only in a court of competent jurisdiction located in the state in which the Project is located.
8. Notices required hereunder shall be in writing and sent to Bidder and Surety at their respective addresses shown on the face of this Bond. Such notices may be sent by personal delivery, commercial courier, or by United States Registered or Certified Mail, return receipt requested, postage pre-paid, and shall be deemed to be effective upon receipt by the party concerned.
9. Surety shall cause to be attached to this Bond a current and effective Power of Attorney evidencing the authority of the officer, agent, or representative who executed this Bond on behalf of Surety to execute, seal, and deliver such Bond and bind the Surety thereby.
10. This Bond is intended to conform to all applicable statutory requirements. Any applicable requirement of any applicable statute that has been omitted from this Bond shall be deemed to be included herein as if set forth at length. If any provision of this Bond conflicts with any applicable statute, then the provision of said statute shall govern and the remainder of this Bond that is not in conflict therewith shall continue in full force and effect.
11. The term "Bid" as used herein includes a Bid, offer, or proposal as applicable.

NATIONAL AMERICAN INSURANCE COMPANY
CHANDLER, OKLAHOMA
POWER OF ATTORNEY

Number: CBB0056682

DUPLICATES SHALL HAVE THE SAME FORCE AND EFFECT AS AN ORIGINAL ONLY WHEN ISSUED IN CONJUNCTION WITH THE ORIGINAL.

KNOW ALL MEN BY THESE PRESENTS: That the National American Insurance Company, a corporation duly organized under the laws of the State of Oklahoma, having its principal office in the city of Chandler, Oklahoma, pursuant to the following resolution, adopted by the Board of Directors of the said Company on the 8th day of July, 1987, to wit:

"Resolved, that any officer of the Company shall have authority to make, execute and deliver a Power of Attorney constituting as Attorney-in-fact, such persons, firms, or corporations as may be selected from time to time.

Resolved that nothing in this Power of Attorney shall be construed as a grant of authority to the attorney(s)-in fact to sign, execute, acknowledge, deliver or otherwise issue a policy or policies of insurance on behalf of National American Insurance Company.

Be It Further Resolved, that the signature of any officer and the Seal of the Company may be affixed to any such Power of Attorney or any certificate relating thereto by facsimile, and any such Power of Attorney or certificate bearing such facsimile signature or facsimile seal shall be valid and binding upon the Company and any such powers so executed and certified by facsimile signature and facsimile seal shall be valid and binding upon the Company in the future with respect to any bond and documents relating to such bonds to which it is attached."

National American Insurance Company does hereby make, constitute and appoint

David S. Salavitch, Luke P. Sealer, Robert L. Cox, II

its true and lawful attorney(s)-in-fact, with full power and authority hereby conferred in its name, places and stead, to sign, execute, acknowledge and deliver in its behalf, and its act and deed, as follows:

To bind the company for bonds, not to exceed \$4,000,000.00 for any single bond. And to bind National American Insurance Company thereby as fully and to the same extent as if such bonds and documents relating to such bonds were, signed by the duly authorized officer of the National American Insurance Company, and all the acts of said Attorney(s) pursuant to the authority herein given, are hereby ratified and confirmed.

IN WITNESS WHEREOF, the National American Insurance Company has caused these presents to be signed by any officer of the Company and its Corporate Seal to be hereto affixed.



NATIONAL AMERICAN INSURANCE COMPANY

W. Brent LaGere

W. Brent LaGere, Chairman & Chief Executive Officer

STATE OF OKLAHOMA)
COUNTY OF LINCOLN) SS:

On this 26th day of September, A.D. 2017, before me personally came W. Brent LaGere, to me known, who being by me duly sworn, did depose and say; that he resides in the County of Lincoln, State of Oklahoma; that he is the Chairman and Chief Executive Officer of the National American Insurance Company, the corporation described in and which executed the above instrument; that he knows the seal of said corporation; that the seal affixed to the said instrument is such corporate seal; that it was so affixed by order of the Board of Directors of said corporation and that he signed his name, thereto by like order.



Janet Taylor

Notary Public
My Commission Expires April 8, 2022
Commission #02006203

STATE OF OKLAHOMA)
COUNTY OF LINCOLN) SS:

I, the undersigned, Secretary of the National American Insurance Company, an Oklahoma Corporation, DO HEREBY CERTIFY that the foregoing and attached POWER OF ATTORNEY remains in full force.

Signed and Sealed at the City of Chandler.

Dated the 10th day of October, 2019



R. Patrick Gilmore

R. Patrick Gilmore, Secretary

ARTICLE 9 – BID SUBMITTAL

BIDDER: [Indicate correct name of bidding entity]

S+A Equipment + Builders LLC

By:

[Signature]

[Handwritten signature]

[Printed name]

Ryan + Arrowood

(If Bidder is a corporation, a limited liability company, a partnership, or a joint venture, attach evidence of authority to sign.)

Attest:

[Signature]

Marla Arrowood

[Printed name]

Marla Arrowood

Title:

Owner

Submittal Date:

Oct 10, 2019

Address for giving notices:

Po Box 937
FULTON, MO 65251

Telephone Number:

573 220 3653

Fax Number:

573 310 8108

Contact Name and e-mail address:

Ryan Arrowood

ryan@saequipmentbuilders.com

Bidder's License No.:

LC 1400 822

(where applicable)

QUALIFICATIONS STATEMENT

THE INFORMATION SUPPLIED IN THIS DOCUMENT IS CONFIDENTIAL TO THE EXTENT PERMITTED BY LAWS AND REGULATIONS

1. SUBMITTED BY:

Official Name of Firm: S + A Equipment + Builders
Address: PO Box 937
FULTON, MO 65251

2. SUBMITTED TO: City of Moberly, MO

3. SUBMITTED FOR: S + A Equipment + Builders LLC Project
Owner: City of Moberly, MO
Project Name: Harrison Ave + Garfield Ave St. Project

TYPE OF WORK: Replace Street

4. CONTRACTOR'S CONTACT INFORMATION

Contact Person: Ryan Arrowood
Title: Owner
Phone: 513 220 3653
Email: ryan@saequipmentbuilders.com

5. **AFFILIATED COMPANIES:**

Name: _____
Address: _____

6. **TYPE OF ORGANIZATION:**

SOLE PROPRIETORSHIP

Name of Owner: _____
Doing Business As: _____
Date of Organization: _____

PARTNERSHIP

Date of Organization: _____
Type of Partnership: _____
Name of General Partner(s): _____

CORPORATION

State of Organization: _____
Date of Organization: _____
Executive Officers:
- President: _____
- Vice President(s): _____

- Treasurer: _____
- Secretary: _____

LIMITED LIABILITY COMPANY

State of Organization: MO

Date of Organization: 5/12/2014

Members: RYAN Arrowood

JOINT VENTURE

Sate of Organization: _____

Date of Organization: _____

Form of Organization: _____

Joint Venture Managing Partner

- Name: _____

- Address: _____

Joint Venture Managing Partner

- Name: _____

- Address: _____

Joint Venture Managing Partner

- Name: _____

- Address: _____

7. LICENSING

Jurisdiction: MO

Type of License: LLC

License Number: LC 1400 822

Jurisdiction: _____

Type of License: _____

License Number: _____

8. CERTIFICATIONS

CERTIFIED BY:

Disadvantage Business Enterprise: _____

Minority Business Enterprise: _____

Woman Owned Enterprise: _____

Small Business Enterprise: _____

Other (_____): _____

9. BONDING INFORMATION

Bonding Company: National American INS. Co.

Address: PO Box
Chandler, OK 74834

Bonding Agent: Alscott, Inc.

Address: 4800 Cochise Dr
Independence, MO
64055

Contact Name: Luke Sealer

Phone: 816 @ 377 5017

Aggregate Bonding Capacity: \$ 5,000,000

Available Bonding Capacity as of date of this submittal: \$ 4,000,000

10. FINANCIAL INFORMATION

Financial Institution: Mid America Bank
 Address: 1511 Friendship Road
Jefferson City, MO 65101
 Account Manager: Carl Sweezer
 Phone: 573 635 0019

INCLUDE AS AN ATTACHMENT AN AUDITED BALANCE SHEET FOR EACH OF THE LAST 3 YEARS

11. CONSTRUCTION EXPERIENCE:

Current Experience:

List on **Schedule A** all uncompleted projects currently under contract (If Joint Venture list each participant's projects separately).

Previous Experience:

List on **Schedule B** all projects completed within the last 5 Years (If Joint Venture list each participant's projects separately).

Has firm listed in Section 1 ever failed to complete a construction contract awarded to it?

YES NO

If YES, attach as an Attachment details including Project Owner's contact information.

Has any Corporate Officer, Partner, Joint Venture participant or Proprietor ever failed to complete a construction contract awarded to them in their name or when acting as a principal of another entity?

YES NO

If YES, attach as an Attachment details including Project Owner's contact information.

Are there any judgments, claims, disputes or litigation pending or outstanding involving the firm listed in Section 1 or any of its officers (or any of its partners if a partnership or any of the individual entities if a joint venture)?

YES NO

If YES, attach as an Attachment details including Project Owner's contact information.

12. SAFETY PROGRAM:

Name of Contractor's Safety Officer: RYAN Arrowood

Include the following as attachments:

Provide as an Attachment Contractor's (and Contractor's proposed Subcontractors and Suppliers furnishing or performing Work having a value in excess of 10 percent of the total amount of the Bid) OSHA No. 500- Log & Summary of Occupational Injuries & Illnesses for the past 5 years.

Provide as an Attachment Contractor's (and Contractor's proposed Subcontractors and Suppliers furnishing or performing Work having a value in excess of 10 percent of the total amount of the Bid) list of all OSHA Citations & Notifications of Penalty (monetary or other) received within the last 5 years (indicate disposition as applicable) - IF NONE SO STATE. *None*

Provide as an Attachment Contractor's (and Contractor's proposed Subcontractors and Suppliers furnishing or performing Work having a value in excess of 10 percent of the total amount of the Bid) list of all safety citations or violations under any state all received within the last 5 years (indicate disposition as applicable) - IF NONE SO STATE. *None*

Provide the following for the firm listed in Section V (and for each proposed Subcontractor furnishing or performing Work having a value in excess of 10 percent of the total amount of the Bid) the following (attach additional sheets as necessary):

Workers' compensation Experience Modification Rate (EMR) for the last 5 years:

YEAR	<u>2019</u>	EMR	<u>1.03</u>
YEAR	<u>2018</u>	EMR	<u>.80</u>
YEAR	<u>2017</u>	EMR	<u>.78</u>
YEAR	<u>2016</u>	EMR	<u>.78</u>
YEAR	<u>2015</u>	EMR	<u>.78</u>

Total Recordable Frequency Rate (TRFR) for the last 5 years:

YEAR	_____	TRFR	_____
YEAR	_____	TRFR	_____
YEAR	_____	TRFR	_____
YEAR	_____	TRFR	_____
YEAR	_____	TRFR	_____

Total number of man-hours worked for the last 5 Years:

YEAR	_____	TOTAL NUMBER OF MAN-HOURS	_____
YEAR	_____	TOTAL NUMBER OF MAN-HOURS	_____
YEAR	_____	TOTAL NUMBER OF MAN-HOURS	_____
YEAR	_____	TOTAL NUMBER OF MAN-HOURS	_____
YEAR	_____	TOTAL NUMBER OF MAN-HOURS	_____

Provide Contractor's (and Contractor's proposed Subcontractors and Suppliers furnishing or performing Work having a value in excess of 10 percent of the total amount of the Bid) Days Away From Work, Days of Restricted Work Activity or Job Transfer (DART) incidence rate for the particular industry or type of Work to be performed by Contractor and each of Contractor's proposed Subcontractors and Suppliers) for the last 5 years:

YEAR	_____	DART	_____
YEAR	_____	DART	_____
YEAR	_____	DART	_____
YEAR	_____	DART	_____
YEAR	_____	DART	_____

13. EQUIPMENT:

MAJOR EQUIPMENT:

List on **Schedule C** all pieces of major equipment available for use on Owner's Project.

I HEREBY CERTIFY THAT THE INFORMATION SUBMITTED HERewith, INCLUDING ANY ATTACHMENTS, IS TRUE TO THE BEST OF MY KNOWLEDGE AND BELIEF.

NAME OF ORGANIZATION: S & A Equipment + Builders

BY: [Signature]

TITLE: owner

DATED: 10/9/19

NOTARY ATTEST: Marla Arrowood

SUBSCRIBED AND SWORN TO BEFORE ME
THIS 9th DAY OF Oct, 2019



MARLA ARROWOOD
My Commission Expires
November 19, 2020
Callaway County
Commission #12405383

NOTARY PUBLIC - STATE OF MO
MY COMMISSION EXPIRES: 11-19-2020

REQUIRED ATTACHMENTS

1. Schedule A (Current Experience).
2. Schedule B (Previous Experience).
3. Schedule C (Major Equipment).
4. Audited balance sheet for each of the last 3 years for firm named in Section 1.
5. Evidence of authority for individuals listed in Section 7 to bind organization to an agreement.
6. Resumes of officers and key individuals (including Safety Officer) of firm named in Section 1.
7. Required safety program submittals listed in Section 13.
8. Additional items as pertinent.

SCHEDULE A

CURRENT EXPERIENCE

Project Name	Owner's Contact Person	Design Engineer	Contract Date	Type of Work	Status	Cost of Work
Smithton School Columbia Public Schools	Name: Charles Oestreich Address: Telephone:	Name: Company: Telephone:				350,000
Oakland School Columbia Public Schools	Name: Charles Oestreich Address: Telephone:	Name: Company: Telephone:			Comp	389,800
Lady of Lourdes School	Name: Ryan McCullum Address: Telephone:	Name: Company: Telephone:				379,000
	Name: Address: Telephone:	Name: Company: Telephone:				
	Name: Address: Telephone:	Name: Company: Telephone:				
	Name: Address: Telephone:	Name: Company: Telephone:				
	Name: Address: Telephone:	Name: Company: Telephone:				

SCHEDULE B

PREVIOUS EXPERIENCE (Include ALL Projects Completed within last 5 years)

Project Name	Owner's Contact Person			Design Engineer			Contract Date	Type of Work	Status	Cost of Work
	Name:	Address:	Telephone:	Name:	Company:	Telephone:				
Sleepy Hollow St. Repair	Name: Cole County Address: Telephone:			Name: Company: Telephone:			9-2018	St. re pair	comp	250,000
Adrain/Modot Round about	Name: Ams Dot Address: Telephone:			Name: Company: Telephone:			9-2019	Road way	comp	2,400,000.00
Sc School Playground	Name: Hal Dooley Address: Telephone:			Name: Company: Telephone:			6/1/2019	8/15/19	comp	168,000
	Name: Address: Telephone:			Name: Company: Telephone:						
	Name: Address: Telephone:			Name: Company: Telephone:						
	Name: Address: Telephone:			Name: Company: Telephone:						
	Name: Address: Telephone:			Name: Company: Telephone:						

SCHEDULE B

PREVIOUS EXPERIENCE (Include ALL Projects Completed within last 5 years)

Project Name	Owner's Contact Person	Design Engineer	Contract Date	Type of Work	Status	Cost of Work
	Name: Address: Telephone:	Name: Company: Telephone:				
	Name: Address: Telephone:	Name: Company: Telephone:				
	Name: Address: Telephone:	Name: Company: Telephone:				
	Name: Address: Telephone:	Name: Company: Telephone:				
	Name: Address: Telephone:	Name: Company: Telephone:				
	Name: Address: Telephone:	Name: Company: Telephone:				
	Name: Address: Telephone:	Name: Company: Telephone:				
	Name: Address: Telephone:	Name: Company: Telephone:				
	Name: Address: Telephone:	Name: Company: Telephone:				

ARTICLE 1 – BID RECIPIENT

1.01 This Bid is submitted to:

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

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

ARTICLE 2 – BIDDER’S ACKNOWLEDGEMENTS

2.01 Bidder accepts all of the terms and conditions of the Instructions to Bidders, including without limitation those dealing with the disposition of Bid security. This Bid will remain subject to acceptance for 60 90 days after the Bid opening, or for such longer period of time that Bidder may agree to in writing upon request of Owner.

ARTICLE 3 – BIDDER’S REPRESENTATIONS

3.01 In submitting this Bid, Bidder represents that:

A. Bidder has examined and carefully studied the Bidding Documents, and any data and reference items identified in the Bidding Documents, and hereby acknowledges receipt of the following Addenda:

<u>Addendum No.</u>	<u>Addendum, Date</u>
1	10-2-19
_____	_____
_____	_____

B. Bidder has visited the Site, conducted a thorough, alert visual examination of the Site and adjacent areas, and become familiar with and satisfied itself as to the general, local, and Site conditions that may affect cost, progress, and performance of the Work.

C. Bidder is familiar with and has satisfied itself as to all Laws and Regulations that may affect cost, progress, and performance of the Work.

~~D. Bidder has carefully studied all: (1) reports of explorations and tests of subsurface conditions at or adjacent to the Site and all drawings of physical conditions relating to existing surface or subsurface structures at the Site that have been identified in the Supplementary Conditions, especially with respect to Technical Data in such reports and drawings, and (2) reports and drawings relating to Hazardous Environmental Conditions, if any, at or adjacent to the Site that have been identified in the Supplementary Conditions, especially with respect to Technical Data in such reports and drawings.~~

E. Bidder has considered the information known to Bidder itself; information commonly known to contractors doing business in the locality of the Site; information and observations obtained from visits to the Site; the Bidding Documents; and any Site-related reports and drawings identified in the Bidding Documents, with respect to the effect of such information, observations, and documents on (1) the cost, progress, and performance of the Work; (2) the means, methods, techniques, sequences, and procedures of construction to be employed by Bidder; and (3) Bidder’s safety precautions and programs.

- F. Bidder agrees, based on the information and observations referred to in the preceding paragraph, that no further examinations, investigations, explorations, tests, studies, or data are necessary for the determination of this Bid for performance of the Work at the price bid and within the times required, and in accordance with the other terms and conditions of the Bidding Documents.
- G. Bidder is aware of the general nature of work to be performed by Owner and others at the Site that relates to the Work as indicated in the Bidding Documents.
- H. Bidder has given Engineer written notice of all conflicts, errors, ambiguities, or discrepancies that Bidder has discovered in the Bidding Documents, and confirms that the written resolution thereof by Engineer is acceptable to Bidder.
- I. The Bidding Documents are generally sufficient to indicate and convey understanding of all terms and conditions for the performance and furnishing of the Work.
- J. The submission of this Bid constitutes an incontrovertible representation by Bidder that Bidder has complied with every requirement of this Article, and that without exception the Bid and all prices in the Bid are premised upon performing and furnishing the Work required by the Bidding Documents.

ARTICLE 4 – BIDDER’S CERTIFICATION

4.01 Bidder certifies that:

- A. This Bid is genuine and not made in the interest of or on behalf of any undisclosed individual or entity and is not submitted in conformity with any collusive agreement or rules of any group, association, organization, or corporation;
- B. Bidder has not directly or indirectly induced or solicited any other Bidder to submit a false or sham Bid;
- C. Bidder has not solicited or induced any individual or entity to refrain from bidding; and
- D. Bidder has not engaged in corrupt, fraudulent, collusive, or coercive practices in competing for the Contract. For the purposes of this Paragraph 4.01.D:
 - 1. “corrupt practice” means the offering, giving, receiving, or soliciting of any thing of value likely to influence the action of a public official in the bidding process;
 - 2. “fraudulent practice” means an intentional misrepresentation of facts made (a) to influence the bidding process to the detriment of Owner, (b) to establish bid prices at artificial non-competitive levels, or (c) to deprive Owner of the benefits of free and open competition;
 - 3. “collusive practice” means a scheme or arrangement between two or more Bidders, with or without the knowledge of Owner, a purpose of which is to establish bid prices at artificial, non-competitive levels; and
 - 4. “coercive practice” means harming or threatening to harm, directly or indirectly, persons or their property to influence their participation in the bidding process or affect the execution of the Contract.

ARTICLE 5 – BASIS OF BID

5.01 Bidder will complete the Work in accordance with the Contract Documents for the following price(s):

5.02 BID FORM (BASE BID)

Item No.	Description	Estimated Quantity	Units	Bid Unit Price	Bid Price
BASE BID					
General					
1	Mobilization	1.0	LS	32000	32000
2	Traffic Control Sign (Complete with Mountings)	1.0	LS	6500	6500
3	Construction Staking	1.0	LS	14000	14000
4	Removals	1.0	LS	42000	42000
5	Silt Fence	561.0	LF	4.00	2244
6	Inlet Protection	14.0	EA	220	3080
7	Area Inlet/Drain Basin Inserts	24.0	EA	480	11520
8	Seeding, Fertilizing and Mulching	1.5	AC	4000	6000
General Bid Items Subtotal					717,344.00
Curb/Storm Line Items					
9	Bituminous Pavement Mixture, 2 in. Surface	1,691.0	SY	30.00	50730
10	4" PCC Base	1,691.0	SY	50.00	84550
11	6" Aggregate Driveway	103.0	SY	18.00	1854
12	Aggregate for Base	2,812.0	SY	22.00	61864
13	6" PCC Driveway	587.0	SY	85.00	49895
14	Straight Back Curb & Gutter (APWA CG-1)	4,686.0	LF	37.00	173382
15	6" HP Storm Pipe	319.0	LF	38.00	12122
16	15" HP Storm Pipe	810.0	LF	40.00	32400
17	18" HP Storm Pipe	183.0	LF	45.00	8235
18	21" HP Storm Pipe	382.0	LF	55.00	21010
19	24" HP Storm Pipe	212.0	LF	58.00	12296
20	Nyloplast HP Manhole - 48"	3.0	EA	3500	10500
21	4' x 4' APWA Type II Curb Inlet	1.0	EA	4500	4500
22	3' X 2' High Flow Grated Curb Inlet	11.0	EA	3500	38500
23	15" CMP End Section	3.0	EA	500	1500
24	Drain Basin with Dome Grate	22.0	EA	1400	30800
25	Insert-a-Tee (Pipe to Pipe Connections)	15.0	EA	260	3900
26	Connect to Existing Storm Structures	7.0	EA	1100	7700
27	4" PCC Sidewalk	279.0	SF	18	5022
28	Sidewalk Trench Drain	1.0	EA	1500	1500
Curb/Storm Line Bid Items Subtotal					612,260
Water Line Base Bid Items					
29	Bituminous Pavement Mixture, 2 in. Surface	133.0	SY	40	5320
30	4" PCC Base	133.0	SY	55	7315
31	Aggregate for Base	290.0	SY	18	5220
32	8" C900 PR 235 PVC	2,796.0	LF	28	78288
33	Reconnect 1" Service Line, Reconnect Existing Meters (Directional B	954.0	LF	40	38160
34	Replace 1" Service Line, Reconnect Existing Meters (Open Cut)	458.0	LF	38	17404
35	Fire Hydrant Assembly including 6" valve	6.0	EA	4500	27000
36	8" Gate Valve & Box	13.0	EA	1700	22100
37	6" Gate Valve & Box	5.0	EA	1400	7000
38	Connect to Existing Water Line	8.0	LS	3000	24000
39	1" Taps for new service connections	70.0	EA	450	31500
Water Line Bid Items Subtotal					263,307
TOTAL OF ALL BASE BID ITEMS (1-39)					992,911
Alternate Bid Continued on Next Page)					

5.03 Bidder acknowledges that (1) each Bid Unit Price includes an amount considered by Bidder to be adequate to cover Contractor's overhead and profit for each separately identified item, and (2) estimated quantities are not guaranteed, and are solely for the purpose of comparison of Bids, and final payment for all unit price Bid items will be based on actual quantities, determined as provided in the Contract Documents.

Total of Base Bid Price Items (Lump Sum & Unit Price) \$ 992,911.00

Marie Hernandez Montoya, Superintendent
Marie Hernandez Montoya, Superintendent
Dallas

5.04 BID FORM (ALTERNATE BID)

Item No.	Description	Estimated Quantity	Units	Bid Unit Price	Bid Price
Water Line Alternate Bid - Harrison					
40	Bituminous Pavement Mixture, 2 in. Surface	411.0	SY	30	12,330
41	4" PCC Base	411.0	SY	50	20,550
42	Aggregate for Base	411.0	SY	18	7,398
43	8" C900 PR 235 PVC	905.0	LF	30	27,150
44	Reconnect Existing Meters (Directional Bore)	251.0	LF	40	10,040
45	Replace & Reconnect Existing Service Line (Open Cut)	111.0	LF	38	4,218
46	Fire Hydrant Assembly including 6" valve	3.0	EA	4,500	13,500
47	8" Gate Valve & Box	1.0	EA	1,700	1,700
48	6" Gate Valve & Box	2.0	EA	1,400	2,800
49	Connect to Existing Water Line	2.0	LS	3,000	6,000
50	1" Taps for new service connections	19.0	EA	450	8,550
51	Removals	1.0	EA	5,000	5,000
Water Line Harrison - Alternate Bid Items Subtotal					119,236
Water Line Alternate Bid - Garfield					
52	Bituminous Pavement Mixture, 2 in. Surface	401.0	SY	30	12,030
53	4" PCC Base	401.0	SY	50	20,050
54	Aggregate for Base	401.0	SY	18	7,218
55	8" C900 PR 235 PVC	921.0	LF	30	27,630
56	Reconnect Existing Meters (Directional Bore)	310.0	LF	40	12,400
57	Replace & Reconnect Existing Service Line (Open Cut)	134.0	LF	38	5,092
58	Fire Hydrant Assembly including 6" valve	3.0	EA	4,500	13,500
59	8" Gate Valve & Box	1.0	EA	1,700	1,700
60	6" Gate Valve & Box	2.0	EA	1,400	2,800
61	Connect to Existing Water Line	2.0	LS	3,000	6,000
62	1" Taps for new service connections	23.0	EA	450	10,350
63	Removals	1.0	EA	5,000	5,000
Water Line Garfield - Alternate Bid Items Subtotal					123,770
TOTAL OF ALL ALTERNATE BID ITEMS (40-63)					243,006

5.05 Bidder acknowledges that (1) each Bid Unit Price includes an amount considered by Bidder to be adequate to cover Contractor's overhead and profit for each separately identified item, and (2) estimated quantities are not guaranteed, and are solely for the purpose of comparison of Bids, and final payment for all unit price Bid items will be based on actual quantities, determined as provided in the Contract Documents.

5.06 If awarded, the Contract will be awarded per the Bid Documents and for the amount of the Base Bid Price or Base Bid Price plus Alternate Bid Price at the Owner's discretion. Bidder's shall complete both the Total Base Bid Price and the Total Alternate Bid Price.

Total of Alternate Bid Price Items (Lump Sum & Unit Price)

\$ 243,006

Two Hundred Forty Three Thousand and Six Dollars

ARTICLE 6 – TIME OF COMPLETION

- 6.01 Bidder agrees that the Work will be substantially complete and will be completed and ready for final payment in accordance with Paragraph 15.06 of the General Conditions on or before the dates or within the number of calendar days indicated in the Agreement.
- 6.02 Bidder accepts the provisions of the Agreement as to liquidated damages.

ARTICLE 7 – ATTACHMENTS TO THIS BID

- 7.01 The following documents are submitted with and made a condition of this Bid:
 - A. Required Bid security;
 - B. List of Proposed Subcontractors;
 - C. List of Proposed Suppliers;
 - D. List of Project References;
 - E. Evidence of authority to do business in the state of the Project; or a written covenant to obtain such license within the time for acceptance of Bids;
 - F. Contractor's License No. 43-568009 or Evidence of Bidder's ability to obtain a State Contractor's License and a covenant by Bidder to obtain said license within the time for acceptance of Bids;
 - G. Required Bidder Qualification Statement with supporting data;
 - H. If Bid amount exceeds \$10,000, signed Compliance Statement (RD 400-6). Refer to specific equal opportunity requirements set forth in the Supplemental General Conditions;
 - I. If Bid amount exceeds \$25,000, signed Certification Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion – Lower Tier Covered Transactions (AD-1048); and
 - J. If Bid amount exceeds \$100,000, signed RD Instruction 1940-Q, Exhibit A-1, Certification for Contracts, Grants, and Loans.

ARTICLE 8 – DEFINED TERMS

8.01 The terms used in this Bid with initial capital letters have the meanings stated in the Instructions to Bidders, the General Conditions, and the Supplementary Conditions.

ARTICLE 9 – BID SUBMITTAL

BIDDER: [Indicate correct name of bidding entity]

WILLIS BROS, INC

By:

[Signature]

James Willis

[Printed name]

JAMES WILLIS

(If Bidder is a corporation, a limited liability company, a partnership, or a joint venture, attach evidence of authority to sign.)

Tom D. Willis Sec

Attest:

[Signature]

[Printed name]

Title:

Submittal Date:

10/10/19

Address for giving notices:

30285 KIMBALL PLACE

MACON MD. 63552

Telephone Number:

660-385-3327

TOM CELL 660-651-0915

Fax Number:

660-385-7110

Contact Name and e-mail address:

willis@willisi.com

Bidder's License No.:

(where applicable)



PENAL SUM FORM

BID BOND

Any singular reference to Bidder, Surety, Owner or other party shall be considered plural where applicable.

BIDDER (Name and Address):

Willis Bros. Inc.
30285 Kimball Place
Macon, MO 63522

SURETY (Name, and Address of Principal Place of Business):

Nationwide Mutual Insurance Company
1100 Locust St., Dept 2006
Des Moines, IA 50391-2006

OWNER (Name and Address):

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

BID

Bid Due Date:

Description (Project Name— Include Location): Harrison Ave and Garfield Ave Street Project
Moberly, MO

BOND

Bond Number:

Date:

Penal sum 5% OF BID \$ 60,795.85
(Words) (Figures)

Surety and Bidder, intending to be legally bound hereby, subject to the terms set forth below, do each cause this Bid Bond to be duly executed by an authorized officer, agent, or representative.

BIDDER

Willis Bros. Inc. (Seal)

Bidder's Name and Corporate Seal

By:

James Willis
Signature

JAMES WILLIS
Print Name

PRESIDENT
Title

Attest:

Tonia Walker
Signature

Sec Treas
Title

SURETY

Nationwide Mutual Insurance Company (Seal)

Surety's Name and Corporate Seal

By:

Michael Gendron
Signature (Attach Power of Attorney)

Michael Gendron
Print Name

Attorney-in-fact
Title

Attest:

Kate Arde
Signature

witness
Title

Note: Addresses are to be used for giving any required notice.

Provide execution by any additional parties, such as joint venturers, if necessary.

KNOW ALL MEN BY THESE PRESENTS THAT:

Nationwide Mutual Insurance Company, an Ohio corporation
Allied Property and Casualty Insurance Company, an Iowa corporation

AMCO Insurance Company, an Iowa corporation

hereinafter referred to severally as the "Company" and collectively as "the Companies" does hereby make, constitute and appoint:

M. SCOTT COSTELLO
DONALD R. MCCOLLOM
STEPHEN HANFF

JAMES L. KNOX JR.
JULIE M. MYERS

MICHAEL GENDRON
ANGELA HERBEL

WARRENTON MO

each in their individual capacity, its true and lawful attorney-in-fact, with full power and authority to sign, seal, and execute on its behalf any and all bonds and undertakings, and other obligatory instruments of similar nature, in penalties not exceeding the sum of

TWO MILLION FIVE HUNDRED THOUSAND AND NO/100 DOLLARS

\$ 2,500,000.00

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

This power of attorney is made and executed pursuant to and by authority of the following resolution duly adopted by the board of directors of the Company:

"RESOLVED, that the president, or any vice president be, and each hereby is, authorized and empowered to appoint attorneys-in-fact of the Company, and to authorize them to execute and deliver on behalf of the Company any and all bonds, forms, applications, memorandums, undertakings, recognizances, transfers, contracts of indemnity, policies, contracts guaranteeing the fidelity of persons holding positions of public or private trust, and other writings obligatory in nature that the business of the Company may require; and to modify or revoke, with or without cause, any such appointment or authority; provided, however, that the authority granted hereby shall in no way limit the authority of other duly authorized agents to sign and countersign any of said documents on behalf of the Company."

"RESOLVED FURTHER, that such attorneys-in-fact shall have full power and authority to execute and deliver any and all such documents and to bind the Company subject to the terms and limitations of the power of attorney issued to them, and to affix the seal of the Company thereto; provided, however, that said seal shall not be necessary for the validity of any such documents."

This power of attorney is signed and sealed under and by the following bylaws duly adopted by the board of directors of the Company.

Execution of Instruments. Any vice president, any assistant secretary or any assistant treasurer shall have the power and authority to sign or attest all approved documents, instruments, contracts, or other papers in connection with the operation of the business of the company in addition to the chairman of the board, the chief executive officer, president, treasurer or secretary; provided, however, the signature of any of them may be printed, engraved, or stamped on any approved document, contract, instrument, or other papers of the Company.

IN WITNESS WHEREOF, the Company has caused this instrument to be sealed and duly attested by the signature of its officer the 27th day of February, 2019.

Antonio C. Albanese

Antonio C. Albanese, Vice President of Nationwide Mutual Insurance Company, AMCO Insurance Company, Allied Property and Casualty Insurance Company



ACKNOWLEDGMENT

STATE OF NEW YORK, COUNTY OF NEW YORK: ss

On this 27th day of February, 2019, before me came the above-named officer for the Company aforesaid, to me personally known to be the officer described in and who executed the preceding instrument, and he acknowledged the execution of the same, and being by me duly sworn, deposes and says, that he is the officer of the Company aforesaid, that the seal affixed hereto is the corporate seal of said Company, and the said corporate seal and his signature were duly affixed and subscribed to said instrument by the authority and direction of said Company.

Suzanne C. Dolan
Notary Public, State of New York
No. 02016126649
Qualified in Westchester County
Commission Expires September 16, 2021

Suzanne C. Dolan

Notary Public
My Commission Expires
September 16, 2021

CERTIFICATE

I, Laura B. Guy, Assistant Secretary of the Company, do hereby certify that the foregoing is a full, true and correct copy of the original power of attorney issued by the Company; that the resolution included therein is a true and correct transcript from the minutes of the meetings of the boards of directors and the same has not been revoked or amended in any manner; that said Antonio C. Albanese was on the date of the execution of the foregoing power of attorney the duly elected officer of the Company, and the corporate seal and his signature as officer were duly affixed and subscribed to the said instrument by the authority of said board of directors; and the foregoing power of attorney is still in full force and effect

IN WITNESS WHEREOF, I have hereunto subscribed my name as Assistant Secretary, and affixed the corporate seal of said Company this 3 day of October, 2019

Laura B. Guy

Assistant Secretary

**CERTIFICATION OF BIDDER
REGARDING SECTION 3 AND SEGREGATED FACILITIES**

WILLIS BROS INC. _____

Name of Prime Contractor

Project Name & Number

The undersigned hereby certifies that:

- 1. Section 3 provisions are included in the Contract.
- A written Section 3 plan was prepared and submitted as part of the bid proceedings (if bid equals or exceeds \$100,000).
- No segregated facilities will be maintained.

Name

TOM D. WILLIS _____

Name & Title of Signer (Print or Type):

TOM D. Willis _____

Signature

10/10/19 _____

Date

**CERTIFICATION OF BIDDER
REGARDING EQUAL EMPLOYMENT OPPORTUNITY
INSTRUCTIONS**

This certification is required pursuant to Executive Order 11246 (30 F. R. 12319-25). The implementing rules and regulations provide that any bidder or prospective contractor, or any of their proposed subcontractors, shall state as an initial part of the bid or negotiations of the contract whether it has participated in any previous contract or subcontract subject to the equal opportunity clause, and, if so, whether it has filed all compliance reports due under applicable instructions.

Where the certification indicates that the bidder has not filed a compliance report due under applicable instructions, such bidder shall be required to submit a compliance report within seven calendar days after bid opening. No contract shall be awarded unless such report is submitted.

CERTIFICATION BY BIDDER

NAME AND ADDRESS OF BIDDER (Include ZIP Code):

WILLIS BK&S INC - 30285 KIMBALL PL MACON MO

Bidder has participated in a previous contract or subcontract subject to the Equal Opportunity Clause. 63552

YES NO

Compliance reports were required to be filed in connection with such contract or subcontract.

YES NO

Bidder has filed all compliance reports due under applicable instructions.

YES NO

Have you ever been or are you being considered for sanction due to violation of Executive Order 11246, as amended?

YES NO

NAME AND TITLE OF SIGNER (Please type):

TOM D. WILLIS SEC TREAS

TOM D. WILLIS 10/10/119
SIGNATURE DATE

This form to be submitted with Bid:

MINORITY AND WOMEN'S BUSINESS ENTERPRISE UTILIZATION WORKSHEET

Grant Applicant CITY OF MOBEKLY

Project Number _____

Contractor/Engineer BARTLOTT & WEST

Address, City, State, and Zip _____

Contact Person TOM WILLIS Telephone No _____

Amount of Contract 1,200,000 MBE Percentage 0 WBE Percentage: 0

1. MBE _____ Subcontractor _____

WBE _____ Address, City, State, Zip _____

Contact Person _____

Amount of Subcontract _____ Tax ID Number _____

Scope Of Work _____

2. MBE _____ Subcontractor _____

WBE _____ Address, City, State, Zip _____

Contact Person _____

Amount of Subcontract _____ Tax ID Number _____

Scope Of Work _____

3. MBE _____ Subcontractor _____

WBE _____ Address, City, State, Zip _____

Contact Person _____

Amount of Subcontract _____ Tax ID Number _____

Scope Of Work _____

CERTIFICATE OF CONTEMPLATED MINORITY, WOMEN, AND SECTION 3 HIRES AND BUSINESS UTILIZATION

The undersigned makes this affidavit with full knowledge that its contents will be used in the expenditure of funds provided by the United States Government. Under penalty of perjury, he/she hereby states:

Section 3 Status

I am the (owner, partner, officer, representative, or agent) of WILLIS BROSIUS the Bidder that has submitted the attached Bid; and whose business concern is:

- 51 percent or more owned by Section 3 residents; or
- Has permanent, full-time employees, at least 30 percent of whom are currently Section 3 residents, or were Section 3 residents within three (3) years of the date of first employment with the business concern; or
- None of the above; no Section 3 preference claimed.

Subcontractors

- I will be utilizing subcontractors or suppliers.
- I will not be utilizing subcontractors or suppliers.

If subcontractors or supplies will be utilized, please list all Minority, Women, and Section 3 firms or suppliers that were contacted or that will be utilized for this activity. Use additional sheets if necessary.

Subcontractor _____ MBE WBE Section 3
 Address _____ Bid Amount _____

Trade or Supplier _____

Bid Accepted: Yes No If No, explain: _____

Subcontractor _____ MBE WBE Section 3
 Address _____ Bid Amount _____

Trade or Supplier _____

Bid Accepted: Yes No If No, explain: _____

Subcontractor _____ MBE WBE Section 3
 Address _____ Bid Amount _____

Trade or Supplier _____

Bid Accepted: Yes No If No, explain: _____

Subcontractor _____ MBE WBE Section 3
 Address _____ Bid Amount _____

Trade or Supplier _____

Bid Accepted: Yes No If No, explain: _____

Subcontractor _____ MBE WBE Section 3
 Address _____ Bid Amount _____

Trade or Supplier _____

Bid Accepted: Yes No If No, explain: _____

Section 3: Hiring of Additional Workers

- I will be hiring additional workers to complete this activity.
- I will not be hiring additional workers to complete this activity.

Listed below are the Section 3 employment opportunities which are herein incorporated and made part of the contract's bid documentation. If new positions will be filled, please complete:

Occupation	Needed	To Be Hired	Apprentices*	Trainees*
Carpenters				
Electricians				
Power Equipment Operations				
Ironworkers				
Laborers				
Plumbers/Pipefitters		None		
Masons				
Truck Drivers				
Office/Clerical				
Other:				
Other:				

*Attach copies of program and apprentice certifications by the Missouri or U.S. Bureau of Apprenticeship and Training.

IF NEW POSITIONS WERE FILLED, PLEASE COMPLETE AT END OF CONSTRUCTION:

Occupation	Needed	To Be Hired	Apprentices*	Trainees*
Carpenters				
Electricians				
Power Equipment Operations				
Ironworkers				
Laborers		None		
Plumbers/Pipefitters				
Masons				
Truck Drivers				
Office/Clerical				
Other:				
Other:				

Certification

In Witness Thereof, Contractor has executed his certificate this 10TH day of OCTOBER, 2019.

Contractor Name WILLIS Bros. INC.

Federal ID 43-1568004 DUNS _____

Signature of Authorized Agent Tom D. Willis

Printed Name TOM WILLIS Date 10/10/19

STATE OF MISSOURI))ss
COUNTY OF Marion)

AFFIDAVIT
(as required by Section 285.530, Revised Statutes of Missouri)

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

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

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

KNOWINGLY: A person acts knowingly or with knowledge,

- (a) with respect to the person's conduct or to attendant circumstances when the person is aware of the nature of the person's conduct or that those circumstances exist; or
- (b) with respect to a result of the person's conduct when the person is aware that the person's conduct is practically certain to cause that result.

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

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

1. My name is James Willis and I am currently the President of Willis Bros. Inc. (hereinafter "Contractor"), whose business address is 32255 Kimball Pl., Marion Mo 63552 "and I am authorized to make this Affidavit.

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

3. Contractor is enrolled in and participates in a federal work authorization program with respect to the employees working in connection with the following services contracted between Contractor and

City of Moberly

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

5. Attached hereto is documentation affirming Contractor's enrollment and participation in a federal work authorization program with respect to the employees working in connection with the contracted services.

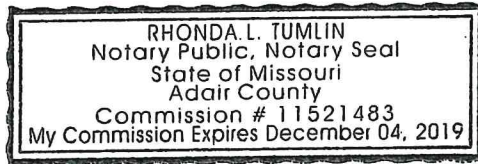
Further, Affiant sayeth not.

James Wilkins
Affiant

Subscribed and sworn to before me this 10th day of October, 20 19.

Commission #

Rhonda L. Tumlin





Company ID Number: 201878

THE E-VERIFY PROGRAM FOR EMPLOYMENT VERIFICATION
MEMORANDUM OF UNDERSTANDING

ARTICLE I

PURPOSE AND AUTHORITY

This Memorandum of Understanding (MOU) sets forth the points of agreement between the Department of Homeland Security (DHS) and Willis Bros., Inc. (Employer) regarding the Employer's participation in the Employment Eligibility Verification Program (E-Verify). This MOU explains certain features of the E-Verify program and enumerates specific responsibilities of DHS, the Social Security Administration (SSA), and the Employer. E-Verify is a program that electronically confirms an employee's eligibility to work in the United States after completion of the Employment Eligibility Verification Form (Form I-9). For covered government contractors, E-Verify is used to verify the employment eligibility of all newly hired employees and all existing employees assigned to Federal contracts.

Authority for the E-Verify program is found in Title IV, Subtitle A, of the Illegal Immigration Reform and Immigrant Responsibility Act of 1996 (IIRIRA), Pub. L. 104-208, 110 Stat. 3009, as amended (8 U.S.C. § 1324a note). Authority for use of the E-Verify program by Federal contractors and subcontractors covered by the terms of Subpart 22.18, "Employment Eligibility Verification", of the Federal Acquisition Regulation (FAR) (hereinafter referred to in this MOU as a "Federal contractor") to verify the employment eligibility of certain employees working on Federal contracts is also found in Subpart 22.18 and in Executive Order 12989, as amended.

ARTICLE II

FUNCTIONS TO BE PERFORMED

A. RESPONSIBILITIES OF SSA

1. SSA agrees to provide the Employer with available information that allows the Employer to confirm the accuracy of Social Security Numbers provided by all employees verified under this MOU and the employment authorization of U.S. citizens.
2. SSA agrees to provide to the Employer appropriate assistance with operational problems that may arise during the Employer's participation in the E-Verify program. SSA agrees to provide the Employer with names, titles, addresses, and telephone numbers of SSA representatives to be contacted during the E-Verify process.
3. SSA agrees to safeguard the information provided by the Employer through the E-Verify program procedures, and to limit access to such information, as is appropriate by law, to individuals responsible for the verification of Social Security Numbers and for evaluation of the E-Verify program or such other persons or entities who may be authorized by SSA as governed by the Privacy Act (5 U.S.C. § 552a), the Social Security Act (42 U.S.C. 1306(a)), and SSA regulations (20 CFR Part 401).

E-Verify Employment Eligibility Verification

[Online Resources](#) | [Tutorial](#) | [Home](#) | [Contact Us](#) | [Exit](#)

- Case Administration
 - Initial Verification
 - View Cases
- User Administration
 - Change Password
 - Pwd Challenge Q&A
 - Change Profile
- Site Administration
 - Add User
 - View Users
 - Maintain Company
 - Terminate Company Participation
- Reports
 - View Reports

Company Information

Company Name: Willis Bros., Inc. [View / Edit](#)
 Company ID Number: 201878

Physical Location:

Address 1: 30285 Kimball Place
 Address 2:
 City: Macon
 State: MO
 Zip Code: 63552
 County: MACON

Mailing Address:

Address 1:
 Address 2:
 City:
 State:
 Zip Code:

Employer Identification Number: 431568004
 Total Number of Employees: 10 to 19
 Corporate / Parent Company:

Organization Designation:

Employer Category: Federal Contractor
 Federal Contractor Category: None of these categories apply
 Employees being verified: Entire workforce (all new hires and all existing employees throughout the entire company)

NAICS Code: 237 - HEAVY AND CIVIL ENGINEERING CONSTRUCTION [View / Edit](#)
 Total Hiring Sites: 1 [View / Edit](#)
 Total Points of Contact: 4 [View / Edit](#)



Company ID Number: 201878

To be accepted as a participant in E-Verify, you should only sign the Employer's Section of the signature page. If you have any questions, contact E-Verify at 888-464-4218.

Employer Willis Bros., Inc.

Tommy Willis
Name (Please Type or Print)

SEC
Title

Electronically Signed
Signature

03/30/2009
Date

Department of Homeland Security – Verification Division

USCIS Verification Division.
Name (Please Type or Print)

Title

Electronically Signed
Signature

03/30/2009
Date

Company ID Number: 201878

Information relating to the Program Administrator(s) for your Company on policy questions or operational problems:

Name:	Tommy D Willis	Fax Number:	(660) 385 - 7110
Telephone Number:	(660) 385 - 3327		
E-mail Address:	willis@willisi.com		
Name:	Catherine M Willis	Fax Number:	(660) 385 - 7110
Telephone Number:	(660) 385 - 3327		
E-mail Address:	newfie@willisi.com		
Name:	James L Willis	Fax Number:	(660) 385 - 7110
Telephone Number:	(660) 385 - 3327		
E-mail Address:	jimw@willisi.com		
Name:	Rhonda L Tumlin	Fax Number:	(660) 385 - 7110
Telephone Number:	(660) 385 - 3327		
E-mail Address:	rtumlin@willisi.com		

QUALIFICATIONS STATEMENT

THE INFORMATION SUPPLIED IN THIS DOCUMENT IS CONFIDENTIAL TO THE EXTENT PERMITTED BY LAWS AND REGULATIONS

1. SUBMITTED BY:

Official Name of Firm:

Address:

2. SUBMITTED TO:

3. SUBMITTED FOR:

Owner:

Project Name:

TYPE OF WORK:

4. CONTRACTOR'S CONTACT INFORMATION

Contact Person:

Title:

Phone:

Email:

5. **AFFILIATED COMPANIES:**

Name: _____
Address: _____

6. **TYPE OF ORGANIZATION:**

SOLE PROPRIETORSHIP

Name of Owner: _____
Doing Business As: _____
Date of Organization: _____

PARTNERSHIP

Date of Organization: _____
Type of Partnership: _____
Name of General Partner(s): _____

CORPORATION

State of Organization: _____
Date of Organization: _____
Executive Officers:
- President: _____
- Vice President(s): _____

- Treasurer: _____
- Secretary: _____

LIMITED LIABILITY COMPANY

State of Organization: _____

Date of Organization: _____

Members: _____

JOINT VENTURE

State of Organization: _____

Date of Organization: _____

Form of Organization: _____

Joint Venture Managing Partner

- Name: _____

- Address: _____

Joint Venture Managing Partner

- Name: _____

- Address: _____

Joint Venture Managing Partner

- Name: _____

- Address: _____

7. LICENSING

Jurisdiction: _____

Type of License: _____

License Number: _____

Jurisdiction: _____

Type of License: _____

License Number: _____

8. CERTIFICATIONS

CERTIFIED BY:

Disadvantage Business Enterprise: _____

Minority Business Enterprise: _____

Woman Owned Enterprise: _____

Small Business Enterprise: _____

Other (_____): _____

9. BONDING INFORMATION

Bonding Company: _____

Address: _____

Bonding Agent: _____

Address: _____

Contact Name: _____

Phone: _____

Aggregate Bonding Capacity: _____

Available Bonding Capacity as of date of this submittal: _____

10. FINANCIAL INFORMATION

Financial Institution: _____

Address: _____

Account Manager: _____

Phone: _____

INCLUDE AS AN ATTACHMENT AN AUDITED BALANCE SHEET FOR EACH OF THE LAST 3 YEARS

11. CONSTRUCTION EXPERIENCE:

Current Experience:

List on **Schedule A** all uncompleted projects currently under contract (If Joint Venture list each participant's projects separately).

Previous Experience:

List on **Schedule B** all projects completed within the last 5 Years (If Joint Venture list each participant's projects separately).

Has firm listed in Section 1 ever failed to complete a construction contract awarded to it?

YES NO

If YES, attach as an Attachment details including Project Owner's contact information.

Has any Corporate Officer, Partner, Joint Venture participant or Proprietor ever failed to complete a construction contract awarded to them in their name or when acting as a principal of another entity?

YES NO

If YES, attach as an Attachment details including Project Owner's contact information.

Are there any judgments, claims, disputes or litigation pending or outstanding involving the firm listed in Section 1 or any of its officers (or any of its partners if a partnership or any of the individual entities if a joint venture)?

YES NO

If YES, attach as an Attachment details including Project Owner's contact information.

12. SAFETY PROGRAM:

Name of Contractor's Safety Officer: _____

Include the following as attachments:

Provide as an Attachment Contractor's (and Contractor's proposed Subcontractors and Suppliers furnishing or performing Work having a value in excess of 10 percent of the total amount of the Bid) OSHA No. 500- Log & Summary of Occupational Injuries & Illnesses for the past 5 years.

Provide as an Attachment Contractor's (and Contractor's proposed Subcontractors and Suppliers furnishing or performing Work having a value in excess of 10 percent of the total amount of the Bid) list of all OSHA Citations & Notifications of Penalty (monetary or other) received within the last 5 years (indicate disposition as applicable) - IF NONE SO STATE.

Provide as an Attachment Contractor's (and Contractor's proposed Subcontractors and Suppliers furnishing or performing Work having a value in excess of 10 percent of the total amount of the Bid) list of all safety citations or violations under any state all received within the last 5 years (indicate disposition as applicable) - IF NONE SO STATE.

Provide the following for the firm listed in Section V (and for each proposed Subcontractor furnishing or performing Work having a value in excess of 10 percent of the total amount of the Bid) the following (attach additional sheets as necessary):

Workers' compensation Experience Modification Rate (EMR) for the last 5 years:

YEAR	_____	EMR	_____
YEAR	_____	EMR	_____
YEAR	_____	EMR	_____
YEAR	_____	EMR	_____
YEAR	_____	EMR	_____

Total Recordable Frequency Rate (TRFR) for the last 5 years:

YEAR	_____	TRFR	_____
YEAR	_____	TRFR	_____
YEAR	_____	TRFR	_____
YEAR	_____	TRFR	_____
YEAR	_____	TRFR	_____

Total number of man-hours worked for the last 5 Years:

YEAR	_____	TOTAL NUMBER OF MAN-HOURS	_____
YEAR	_____	TOTAL NUMBER OF MAN-HOURS	_____
YEAR	_____	TOTAL NUMBER OF MAN-HOURS	_____
YEAR	_____	TOTAL NUMBER OF MAN-HOURS	_____
YEAR	_____	TOTAL NUMBER OF MAN-HOURS	_____

Provide Contractor's (and Contractor's proposed Subcontractors and Suppliers furnishing or performing Work having a value in excess of 10 percent of the total amount of the Bid) Days Away From Work, Days of Restricted Work Activity or Job Transfer (DART) incidence rate for the particular industry or type of Work to be performed by Contractor and each of Contractor's proposed Subcontractors and Suppliers) for the last 5 years:

YEAR	_____	DART	_____
YEAR	_____	DART	_____
YEAR	_____	DART	_____
YEAR	_____	DART	_____
YEAR	_____	DART	_____

13. EQUIPMENT:

MAJOR EQUIPMENT:

List on Schedule C all pieces of major equipment available for use on Owner's Project.

I HEREBY CERTIFY THAT THE INFORMATION SUBMITTED HEREWITH, INCLUDING ANY ATTACHMENTS, IS TRUE TO THE BEST OF MY KNOWLEDGE AND BELIEF.

NAME OF ORGANIZATION: Little Rock...

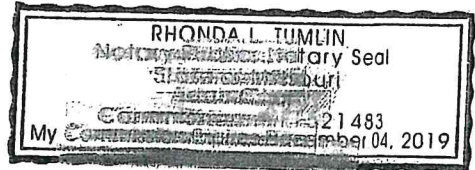
BY: [Signature]

TITLE: President

DATED: 1/14/2019

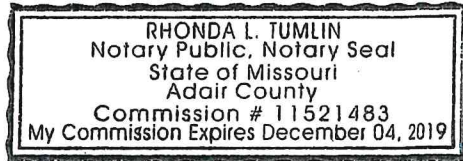
NOTARY ATTEST:

SUBSCRIBED AND SWORN TO BEFORE ME
THIS 14th DAY OF January, 2019



NOTARY PUBLIC - STATE OF Missouri

MY COMMISSION EXPIRES: 12/04/2019



REQUIRED ATTACHMENTS

1. Schedule A (Current Experience).
2. Schedule B (Previous Experience).
3. Schedule C (Major Equipment).
4. Audited balance sheet for each of the last 3 years for firm named in Section 1.
5. Evidence of authority for individuals listed in Section 7 to bind organization to an agreement.
6. Resumes of officers and key individuals (including Safety Officer) of firm named in Section 1.
7. Required safety program submittals listed in Section 13.
8. Additional items as pertinent.

SCHEDULE A

CURRENT EXPERIENCE

Project Name	Owner's Contact Person	Design Engineer	Contract Date	Type of Work	Status	Cost of Work
	Name: Address: Telephone:	Name: Company: Telephone:				
	Name: Address: Telephone:	Name: Company: Telephone:				
	Name: Address: Telephone:	Name: Company: Telephone:				
	Name: Address: Telephone:	Name: Company: Telephone:				
	Name: Address: Telephone:	Name: Company: Telephone:				
	Name: Address: Telephone:	Name: Company: Telephone:				
	Name: Address: Telephone:	Name: Company: Telephone:				
	Name: Address: Telephone:	Name: Company: Telephone:				

SCHEDULE B

PREVIOUS EXPERIENCE (Include ALL Projects Completed within last 5 years)

Project Name	Owner's Contact Person	Design Engineer	Contract Date	Type of Work	Status	Cost of Work
	Name: [Handwritten] Address: [Handwritten] Telephone: [Handwritten]	Name: [Handwritten] Company: [Handwritten] Telephone: [Handwritten]	[Handwritten]		[Handwritten]	
	Name: [Handwritten] Address: [Handwritten] Telephone: [Handwritten]	Name: [Handwritten] Company: [Handwritten] Telephone: [Handwritten]	[Handwritten]		[Handwritten]	
	Name: [Handwritten] Address: [Handwritten] Telephone: [Handwritten]	Name: [Handwritten] Company: [Handwritten] Telephone: [Handwritten]	[Handwritten]		[Handwritten]	
	Name: [Handwritten] Address: [Handwritten] Telephone: [Handwritten]	Name: [Handwritten] Company: [Handwritten] Telephone: [Handwritten]	[Handwritten]		[Handwritten]	
	Name: [Handwritten] Address: [Handwritten] Telephone: [Handwritten]	Name: [Handwritten] Company: [Handwritten] Telephone: [Handwritten]	[Handwritten]		[Handwritten]	
	Name: [Handwritten] Address: [Handwritten] Telephone: [Handwritten]	Name: [Handwritten] Company: [Handwritten] Telephone: [Handwritten]	[Handwritten]		[Handwritten]	
	Name: [Handwritten] Address: [Handwritten] Telephone: [Handwritten]	Name: [Handwritten] Company: [Handwritten] Telephone: [Handwritten]	[Handwritten]		[Handwritten]	



WILLIS BROS., INC.

30285 KIMBALL PLACE

MACON, MISSOURI 63552

660-385-3327/FAX 660-385-7110

Potential Job Suppliers

1. Core & Main-Columbia, MO

List of Subcontractors

1. Stanton Contracting LLC

WILLIS BROS., INC.
BALANCE SHEET
MARCH 31, 2019

LIABILITIES AND STOCKHOLDERS' EQUITY

CURRENT LIABILITIES:

Accounts payable	\$	178,992
Accrued expenses		113,839
Billings in excess of costs and estimated earnings on uncompleted contracts		143,938
TOTAL CURRENT LIABILITIES/TOTAL LIABILITIES		436,769

STOCKHOLDERS' EQUITY:

Common stock, \$1.00 par value, 30,000 shares authorized, 30,000 shares issued and outstanding		30,000
Retained earnings		1,187,380
Accumulated other comprehensive income		(394)
TOTAL STOCKHOLDERS' EQUITY		1,216,986

TOTAL LIABILITIES AND STOCKHOLDERS' EQUITY	\$	1,653,755
--	----	-----------

See Accompanying Notes and Independent Accountant's Compilation Report.

WILLIS BROS., INC.
BALANCE SHEET
DECEMBER 31, 2018

ASSETS

CURRENT ASSETS:

Cash and cash equivalents	\$	510,503
Contracts receivable		226,718
Costs and estimated earnings in excess of billings on uncompleted contracts		102,769
Prepaid expenses		21,939
Inventory - materials		4,100
Other receivables		22,631
TOTAL CURRENT ASSETS		<u>888,660</u>

PROPERTY AND EQUIPMENT:

Machinery and equipment		2,360,587
Vehicles		560,241
Office equipment		19,200
Buildings		290,767
Land		29,300
		<u>3,260,095</u>
Less accumulated depreciation		<u>(2,983,768)</u>
NET PROPERTY AND EQUIPMENT		<u>276,327</u>

OTHER ASSETS:

Farm real estate held for investment		30,000
Citizens investment		3,219
Edward Jones investments		399,896
Deposits		337
TOTAL OTHER ASSETS		<u>433,452</u>

TOTAL ASSETS	\$	<u>1,598,439</u>
---------------------	----	------------------

See Accompanying Notes and Independent Accountant's Review Report.

WILLIS BROS., INC.
BALANCE SHEET
DECEMBER 31, 2018

LIABILITIES AND STOCKHOLDERS' EQUITY

CURRENT LIABILITIES:

Accounts payable	\$	132,184
Accrued expenses		4,325
Billings in excess of costs and estimated earnings on uncompleted contracts		219,169
TOTAL CURRENT LIABILITIES/TOTAL LIABILITIES		<u>355,678</u>

STOCKHOLDERS' EQUITY:

Common stock, \$1.00 par value, 30,000 shares authorized, 30,000 shares issued and outstanding		30,000
Retained earnings		1,212,909
Accumulated other comprehensive income		(148)
TOTAL STOCKHOLDERS' EQUITY		<u>1,242,761</u>

TOTAL LIABILITIES AND STOCKHOLDERS' EQUITY \$ 1,598,439

See Accompanying Notes and Independent Accountant's Review Report.

WILLIS BROS., INC.
BALANCE SHEET
DECEMBER 31, 2017

ASSETS

CURRENT ASSETS:

Cash and cash equivalents	\$ 168,993
Contracts receivable	476,287
Costs and estimated earnings in excess of billings on uncompleted contracts	257
Prepaid expenses	32,924
Inventory - materials	6,811
Other receivables	23,439
TOTAL CURRENT ASSETS	<u>708,711</u>

PROPERTY AND EQUIPMENT:

Machinery and equipment	2,391,960
Vehicles	556,565
Office equipment	20,200
Buildings	290,767
Land	29,300
	<u>3,288,792</u>
Less accumulated depreciation	(2,989,786)
NET PROPERTY AND EQUIPMENT	<u>299,006</u>

OTHER ASSETS:

Farm real estate held for investment	39,688
Investments in cooperatives and limited liability companies	129,287
Mid America Alliance investment	3,146
Deposits	657
TOTAL OTHER ASSETS	<u>172,778</u>
TOTAL ASSETS	<u>\$ 1,180,495</u>

See Accompanying Notes and Independent Accountant's Review Report.

WILLIS BROS., INC.
BALANCE SHEET
DECEMBER 31, 2017

LIABILITIES AND STOCKHOLDERS' EQUITY

CURRENT LIABILITIES:

	\$	210,889
Accounts payable		12,507
Accrued expenses		
Billings in excess of costs and estimated earnings on uncompleted contracts		25,998
TOTAL CURRENT LIABILITIES/TOTAL LIABILITIES		<u>249,394</u>

STOCKHOLDERS' EQUITY:

Common stock, \$1.00 par value, 30,000 shares authorized, 30,000 shares issued and outstanding		30,000
Retained earnings		901,192
Accumulated other comprehensive income		(91)
TOTAL STOCKHOLDERS' EQUITY		<u>931,101</u>

TOTAL LIABILITIES AND STOCKHOLDERS' EQUITY	\$	<u><u>1,180,495</u></u>
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See Accompanying Notes and Independent Accountant's Review Report.

James L Willis

24377 State Hwy OO

Bevier, MO 63532

660-651-1144

jimw@willisi.com

Objective

Own my own construction company

Employment History

Owner, President

February 13, 1991-Present Willis Bros, Inc., Macon, MO

- Company Owner and President

Education

Graduate Atlanta High School, Atlanta, MO

- General Degree

Other Experience**References**

References are available on request.

**Tommy D
Willis**

27817 Tango Trail

La Plata, MO 63549
660-651-0935**Objective**

Own my own construction company

Employment History

Owner, Sec/Treas

February 13, 1991-Present Willis Bros, Inc., Macon, MO

- Company Owner and Sec/Treas

Education

Graduate Atlanta High School, Atlanta, MO

- General Degree

Other Experience**References**

References are available on request.

Mark E Willis

27299 Inboard Place

Atlanta, MO 63530

660-651-2930

Objective

Own my own construction company

Employment History

Owner, Vice-President

February 13, 1991-Present Willis Bros, Inc., Macon, MO

- Company Owner and Vice-President

Education

Graduate Atlanta High School, Atlanta, MO

- General Degree

Other Experience**References**

References are available on request.

John W Willis

42802 Rustic Road

Humphreys, MO 64646
660-654-3846**Objective**

Own my own construction company

Employment History

Owner, Vice-President

February 13, 1991-Present Willis Bros, Inc., Macon, MO

- Company Owner and Vice-President

Education

Graduate Atlanta High School, Atlanta, MO

- General Degree

Other Experience**References**

References are available on request.

**Mark V
Russell**

1019 County Road 1635

Cairo, MO 65239
660-651-2793

Objective

Own my own construction company

Employment History

Owner, Vice-President

February 13, 1991-Present Willis Bros, Inc., Macon, MO

- Company Owner and Vice-President

Education

Macon High School

- General Education

Other Experience**References**

References are available on request.

BID FORM

Harrison Ave and Garfield Ave Street Project

Moberly, MO

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Article 7 – Attachments to this Bid	8
Article 8 – Defined Terms.....	8
Article 9 – Bid Submittal.....	9

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ARTICLE 1 – BID RECIPIENT

1.01 This Bid is submitted to:

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

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

ARTICLE 2 – BIDDER’S ACKNOWLEDGEMENTS

2.01 Bidder accepts all of the terms and conditions of the Instructions to Bidders, including without limitation those dealing with the disposition of Bid security. This Bid will remain subject to acceptance for ~~60~~ 90 days after the Bid opening, or for such longer period of time that Bidder may agree to in writing upon request of Owner.

ARTICLE 3 – BIDDER’S REPRESENTATIONS

3.01 In submitting this Bid, Bidder represents that:

A. Bidder has examined and carefully studied the Bidding Documents, and any data and reference items identified in the Bidding Documents, and hereby acknowledges receipt of the following Addenda:

<u>Addendum No.</u>	<u>Addendum, Date</u>
<u>1</u>	<u>10-2-19</u>
<u> </u>	<u> </u>
<u> </u>	<u> </u>

B. Bidder has visited the Site, conducted a thorough, alert visual examination of the Site and adjacent areas, and become familiar with and satisfied itself as to the general, local, and Site conditions that may affect cost, progress, and performance of the Work.

C. Bidder is familiar with and has satisfied itself as to all Laws and Regulations that may affect cost, progress, and performance of the Work.

~~D. Bidder has carefully studied all: (1) reports of explorations and tests of subsurface conditions at or adjacent to the Site and all drawings of physical conditions relating to existing surface or subsurface structures at the Site that have been identified in the Supplementary Conditions, especially with respect to Technical Data in such reports and drawings, and (2) reports and drawings relating to Hazardous Environmental Conditions, if any, at or adjacent to the Site that have been identified in the Supplementary Conditions, especially with respect to Technical Data in such reports and drawings.~~

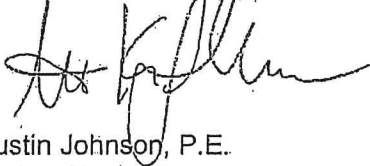
E. Bidder has considered the information known to Bidder itself; information commonly known to contractors doing business in the locality of the Site; information and observations obtained from visits to the Site; the Bidding Documents; and any Site-related reports and drawings identified in the Bidding Documents, with respect to the effect of such information, observations, and documents on (1) the cost, progress, and performance of the Work; (2) the means, methods, techniques, sequences, and procedures of construction to be employed by Bidder; and (3) Bidder’s safety precautions and programs.

ADDENDUM No. 1**Harrison Ave and Garfield Ave Street Project****Moberly, Missouri****October 2, 2019**

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

FEDERAL WAGE RATE CHANGES:

The Bidder shall replace the Federal Wage Rates included in the project manual with those included with this addendum. Job Special Provisions with the ones listed below, changes are denoted with underline.

BARTLETT & WEST, INC.

Austin Johnson, P.E.
Project Engineer

Enclosures

- F. Bidder agrees, based on the information and observations referred to in the preceding paragraph, that no further examinations, investigations, explorations, tests, studies, or data are necessary for the determination of this Bid for performance of the Work at the price bid and within the times required, and in accordance with the other terms and conditions of the Bidding Documents.
- G. Bidder is aware of the general nature of work to be performed by Owner and others at the Site that relates to the Work as indicated in the Bidding Documents.
- H. Bidder has given Engineer written notice of all conflicts, errors, ambiguities, or discrepancies that Bidder has discovered in the Bidding Documents, and confirms that the written resolution thereof by Engineer is acceptable to Bidder.
- I. The Bidding Documents are generally sufficient to indicate and convey understanding of all terms and conditions for the performance and furnishing of the Work.
- J. The submission of this Bid constitutes an incontrovertible representation by Bidder that Bidder has complied with every requirement of this Article, and that without exception the Bid and all prices in the Bid are premised upon performing and furnishing the Work required by the Bidding Documents.

ARTICLE 4 – BIDDER’S CERTIFICATION

4.01 Bidder certifies that:

- A. This Bid is genuine and not made in the interest of or on behalf of any undisclosed individual or entity and is not submitted in conformity with any collusive agreement or rules of any group, association, organization, or corporation;
- B. Bidder has not directly or indirectly induced or solicited any other Bidder to submit a false or sham Bid;
- C. Bidder has not solicited or induced any individual or entity to refrain from bidding; and
- D. Bidder has not engaged in corrupt, fraudulent, collusive, or coercive practices in competing for the Contract. For the purposes of this Paragraph 4.01.D:
 - 1. “corrupt practice” means the offering, giving, receiving, or soliciting of any thing of value likely to influence the action of a public official in the bidding process;
 - 2. “fraudulent practice” means an intentional misrepresentation of facts made (a) to influence the bidding process to the detriment of Owner, (b) to establish bid prices at artificial non-competitive levels, or (c) to deprive Owner of the benefits of free and open competition;
 - 3. “collusive practice” means a scheme or arrangement between two or more Bidders, with or without the knowledge of Owner, a purpose of which is to establish bid prices at artificial, non-competitive levels; and
 - 4. “coercive practice” means harming or threatening to harm, directly or indirectly, persons or their property to influence their participation in the bidding process or affect the execution of the Contract.

ARTICLE 5 – BASIS OF BID

5.01 Bidder will complete the Work in accordance with the Contract Documents for the following price(s):

5.02 BID FORM (BASE BID)

Item No.	Description	Estimated Quantity	Units	Bid Unit Price	Bid Price
BASE BID					
General					
1	Mobilization	1.0	LS	2000.00	2000.00
2	Traffic Control Sign (Complete with Mountings)	1.0	LS	9000.00	9000.00
3	Construction Staking	1.0	LS	14000.00	14000.00
4	Removals	1.0	LS	113500.00	113500.00
5	Silt Fence	561.0	LF	4.00	2244.00
6	Inlet Protection	14.0	EA	120.00	1680.00
7	Area Inlet/Drain Basin Inserts	24.0	EA	115.00	2760.00
8	Seeding, Fertilizing and Mulching	1.5	AC	5000.00	7500.00
General Bid Items Subtotal					170,684.00
Curb/Storm Line Items					
9	Bituminous Pavement Mixture, 2 in. Surface	1,691.0	SY	16.00	27056.00
10	4" PCC Base	1,691.0	SY	51.00	86241.00
11	6" Aggregate Driveway	103.0	SY	15.00	1545.00
12	Aggregate for Base	2,812.0	SY	9.00	25308.00
13	6" PCC Driveway	587.0	SY	70.00	41090.00
14	Straight Back Curb & Gutter (APWA CG-1)	4,686.0	LF	22.00	103092.00
15	6" HP Storm Pipe	319.0	LF	45.00	14355.00
16	15" HP Storm Pipe	810.0	LF	52.00	42120.00
17	18" HP Storm Pipe	183.0	LF	66.00	12078.00
18	21" HP Storm Pipe	382.0	LF	71.00	27122.00
19	24" HP Storm Pipe	212.0	LF	81.00	17172.00
20	Nyloplast HP Manhole - 48"	3.0	EA	4100.00	12300.00
21	4' x 4' APWA Type II Curb Inlet	1.0	EA	4300.00	4300.00
22	3' X 2' High Flow Grated Curb Inlet	11.0	EA	3600.00	39600.00
23	15" CMP End Section	3.0	EA	250.00	750.00
24	Drain Basin with Dome Grate	22.0	EA	1200.00	26400.00
25	Insert-a-Tee (Pipe to Pipe Connections)	15.0	EA	250.00	3750.00
26	Connect to Existing Storm Structures	7.0	EA	1400.00	9800.00
27	4" PCC Sidewalk	279.0	SF	11.00	3069.00
28	Sidewalk Trench Drain	1.0	EA	2350.00	2350.00
Curb/Storm Line Bid Items Subtotal					497,498.00
Water Line Base Bid Items					
29	Bituminous Pavement Mixture, 2 in. Surface	133.0	SY	18.00	2394.00
30	4" PCC Base	133.0	SY	56.00	7448.00
31	Aggregate for Base	290.0	SY	9.00	2610.00
32	8" C900 PR 235 PVC	2,796.0	LF	52.00	145392.00
33	Reconnect 1" Service Line, Reconnect Existing Meters (Directional E	954.0	LF	38.00	36252.00
34	Replace 1" Service Line, Reconnect Existing Meters (Open Cut)	458.0	LF	22.00	10076.00
35	Fire Hydrant Assembly including 6" valve	6.0	EA	4300.00	25800.00
36	8" Gate Valve & Box	13.0	EA	1300.00	16900.00
37	6" Gate Valve & Box	5.0	EA	1000.00	5000.00
38	Connect to Existing Water Line	8.0	LS	2300.00	18400.00
39	1" Taps for new service connections	70.0	EA	815.00	57050.00
Water Line Bid Items Subtotal					327,322.00
TOTAL OF ALL BASE BID ITEMS (1-39)					997,504.00
Alternate Bid Continued on Next Page)					

5.03 Bidder acknowledges that (1) each Bid Unit Price includes an amount considered by Bidder to be adequate to cover Contractor's overhead and profit for each separately identified item, and (2) estimated quantities are not guaranteed, and are solely for the purpose of comparison of Bids, and final payment for all unit price Bid items will be based on actual quantities, determined as provided in the Contract Documents.

Total of Base Bid Price Items (Lump Sum & Unit Price) \$ 997,504.⁰⁰

5.04 BID FORM (ALTERNATE BID)

Item No.	Description	Estimated Quantity	Units	Bid Unit Price	Bid Price
Water Line Alternate Bid - Harrison					
40	Bituminous Pavement Mixture, 2 in. Surface	411.0	SY	20.5	8421.0
41	4" PCC Base	411.0	SY	52.5	21487.5
42	Aggregate for Base	411.0	SY	9.5	3904.5
43	8" C900 PR 235 PVC	905.0	LF	110.45 40.5	100000.00 36402.5
44	Reconnect Existing Meters (Directional Bore)	251.0	LF	40.5	10165.5
45	Replace & Reconnect Existing Service Line (Open Cut)	111.0	LF	25.5	2830.5
46	Fire Hydrant Assembly including 6" valve	3.0	EA	4300.0	12900.0
47	8" Gate Valve & Box	1.0	EA	1300.0	1300.0
48	6" Gate Valve & Box	2.0	EA	1000.0	2000.0
49	Connect to Existing Water Line	2.0	LS	2500.0	5000.0
50	1" Taps for new service connections	19.0	EA	845.0	16055.0
51	Removals	1.0	EA	7000.0	7000.0
Water Line Harrison - Alternate Bid Items Subtotal					131,086.0
Water Line Alternate Bid - Garfield					
52	Bituminous Pavement Mixture, 2 in. Surface	401.0	SY	21.0	8421.0
53	4" PCC Base	401.0	SY	52.5	21052.5
54	Aggregate for Base	401.0	SY	9.5	3809.5
55	8" C900 PR 235 PVC	921.0	LF	45.0	41445.0
56	Reconnect Existing Meters (Directional Bore)	310.0	LF	40.0	12400.0
57	Replace & Reconnect Existing Service Line (Open Cut)	134.0	LF	25.0	3350.0
58	Fire Hydrant Assembly including 6" valve	3.0	EA	4300.0	12900.0
59	8" Gate Valve & Box	1.0	EA	1300.0	1300.0
60	6" Gate Valve & Box	2.0	EA	1000.0	2000.0
61	Connect to Existing Water Line	2.0	LS	2500.0	5000.0
62	1" Taps for new service connections	23.0	EA	860.0	19780.0
63	Removals	1.0	EA	7000.0	7000.0
Water Line Garfield - Alternate Bid Items Subtotal					138,057.0
TOTAL OF ALL ALTERNATE BID ITEMS (40-63)					269,143.0

5.05 Bidder acknowledges that (1) each Bid Unit Price includes an amount considered by Bidder to be adequate to cover Contractor's overhead and profit for each separately identified item, and (2) estimated quantities are not guaranteed, and are solely for the purpose of comparison of Bids, and final payment for all unit price Bid items will be based on actual quantities, determined as provided in the Contract Documents.

5.06 If awarded, the Contract will be awarded per the Bid Documents and for the amount of the Base Bid Price or Base Bid Price plus Alternate Bid Price at the Owner's discretion. Bidder's shall complete both the Total Base Bid Price and the Total Alternate Bid Price.

Total of Alternate Bid Price Items (Lump Sum & Unit Price)

\$ 269,143.⁰⁰

ARTICLE 6 – TIME OF COMPLETION

- 6.01 Bidder agrees that the Work will be substantially complete and will be completed and ready for final payment in accordance with Paragraph 15.06 of the General Conditions on or before the dates or within the number of calendar days indicated in the Agreement.
- 6.02 Bidder accepts the provisions of the Agreement as to liquidated damages.

ARTICLE 7 – ATTACHMENTS TO THIS BID

- 7.01 The following documents are submitted with and made a condition of this Bid:
 - A. Required Bid security;
 - B. List of Proposed Subcontractors;
 - C. List of Proposed Suppliers;
 - D. List of Project References;
 - E. Evidence of authority to do business in the state of the Project; or a written covenant to obtain such license within the time for acceptance of Bids;
 - F. Contractor's License No.: CC06 495³¹ or Evidence of Bidder's ability to obtain a State Contractor's License and a covenant by Bidder to obtain said license within the time for acceptance of Bids;
 - G. Required Bidder Qualification Statement with supporting data;
 - H. If Bid amount exceeds \$10,000, signed Compliance Statement (RD 400-6). Refer to specific equal opportunity requirements set forth in the Supplemental General Conditions;
 - I. If Bid amount exceeds \$25,000, signed Certification Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion – Lower Tier Covered Transactions (AD-1048); and
 - J. If Bid amount exceeds \$100,000, signed RD Instruction 1940-Q, Exhibit A-1, Certification for Contracts, Grants, and Loans.

ARTICLE 8 – DEFINED TERMS

- 8.01 The terms used in this Bid with initial capital letters have the meanings stated in the Instructions to Bidders, the General Conditions, and the Supplementary Conditions.

ARTICLE 9 – BID SUBMITTAL

BIDDER: [Indicate correct name of bidding entity]

Stockman Construction Corp.

By:

[Signature]

Denice M. Burks President

[Printed name]

Denice M. Burks

(If Bidder is a corporation, a limited liability company, a partnership, or a joint venture, attach evidence of authority to sign.)

Attest:

[Signature]

Darrell A Kolb

[Printed name]

Darrell A Kolb

Title:

SECRETARY

Submittal Date:

10-10-19

Address for giving notices:

STOCKMAN CONST. CORP.
2021 IDLEWOOD RD.
JEFFERSON CITY, MO 65109

Telephone Number:

573 635 1316

Fax Number:

573 635 2580

Contact Name and e-mail address:

Denice Burks

denice@stockmancc.com

Bidder's License No.:

MO # CC 0649539 Fed # 202600105
(where applicable)



BID BOND

Any singular reference to Bidder, Surety, Owner or other party shall be considered plural where applicable.

BIDDER (Name and Address):

Stockman Construction Corp.
2021 Idlewood Road
Jefferson City, Missouri

SURETY (Name, and Address of Principal Place of Business):

Employers Mutual Casualty Company
P.O. Box 712
Des Moines, IA 50306-0712

OWNER (Name and Address):

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

BID

Bid Due Date: 10/10/2019
Description (Project Name— Include Location): Harrison Ave and Garfield Ave Street Project
Moberly, MO

BOND

Bond Number: Bid Bond
Date: October 9th, 2019
Penal sum Five Percent (5%) of Price Bid ----- \$ 5%
(Words) (Figures)

Surety and Bidder, intending to be legally bound hereby, subject to the terms set forth below, do each cause this Bid Bond to be duly executed by an authorized officer, agent, or representative.

BIDDER	SURETY
<u>Stockman Construction Corp.</u> (Seal)	<u>Employers Mutual Casualty Company</u> (Seal)
Bidder's Name and Corporate Seal	Surety's Name and Corporate Seal

By: *Denice M Burks*
Signature

Denice M Burks
Print Name

President
Title

By: *Thomas S. Naught*
Signature (Attach Power of Attorney)

Thomas S. Naught
Print Name

Attorney-In-Fact
Title

Attest: *Daniel A Kelt*
Signature

Title SECRETARY

Attest: *Kim Fischer*
Signature, Kim Fischer

Title Customer Service Representative

Note: Addresses are to be used for giving any required notice.
Provide execution by any additional parties, such as joint venturers, if necessary.

1. Bidder and Surety, jointly and severally, bind themselves, their heirs, executors, administrators, successors, and assigns to pay to Owner upon default of Bidder the penal sum set forth on the face of this Bond. Payment of the penal sum is the extent of Bidder's and Surety's liability. Recovery of such penal sum under the terms of this Bond shall be Owner's sole and exclusive remedy upon default of Bidder.
2. Default of Bidder shall occur upon the failure of Bidder to deliver within the time required by the Bidding Documents (or any extension thereof agreed to in writing by Owner) the executed Agreement required by the Bidding Documents and any performance and payment bonds required by the Bidding Documents.
3. This obligation shall be null and void if:
 - 3.1 Owner accepts Bidder's Bid and Bidder delivers within the time required by the Bidding Documents (or any extension thereof agreed to in writing by Owner) the executed Agreement required by the Bidding Documents and any performance and payment bonds required by the Bidding Documents, or
 - 3.2 All Bids are rejected by Owner, or
 - 3.3 Owner fails to issue a Notice of Award to Bidder within the time specified in the Bidding Documents (or any extension thereof agreed to in writing by Bidder and, if applicable, consented to by Surety when required by Paragraph 5 hereof).
4. Payment under this Bond will be due and payable upon default of Bidder and within 30 calendar days after receipt by Bidder and Surety of written notice of default from Owner, which notice will be given with reasonable promptness, identifying this Bond and the Project and including a statement of the amount due.
5. Surety waives notice of any and all defenses based on or arising out of any time extension to issue Notice of Award agreed to in writing by Owner and Bidder, provided that the total time for issuing Notice of Award including extensions shall not in the aggregate exceed 120 days from the Bid due date without Surety's written consent.
6. No suit or action shall be commenced under this Bond prior to 30 calendar days after the notice of default required in Paragraph 4 above is received by Bidder and Surety and in no case later than one year after the Bid due date.
7. Any suit or action under this Bond shall be commenced only in a court of competent jurisdiction located in the state in which the Project is located.
8. Notices required hereunder shall be in writing and sent to Bidder and Surety at their respective addresses shown on the face of this Bond. Such notices may be sent by personal delivery, commercial courier, or by United States Registered or Certified Mail, return receipt requested, postage pre-paid, and shall be deemed to be effective upon receipt by the party concerned.
9. Surety shall cause to be attached to this Bond a current and effective Power of Attorney evidencing the authority of the officer, agent, or representative who executed this Bond on behalf of Surety to execute, seal, and deliver such Bond and bind the Surety thereby.
10. This Bond is intended to conform to all applicable statutory requirements. Any applicable requirement of any applicable statute that has been omitted from this Bond shall be deemed to be included herein as if set forth at length. If any provision of this Bond conflicts with any applicable statute, then the provision of said statute shall govern and the remainder of this Bond that is not in conflict therewith shall continue in full force and effect.
11. The term "Bid" as used herein includes a Bid, offer, or proposal as applicable.



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

No. C24450

CERTIFICATE OF AUTHORITY INDIVIDUAL ATTORNEY-IN-FACT

KNOW ALL MEN BY THESE PRESENTS, that:

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

hereinafter referred to severally as "Company" and collectively as "Companies", each does, by these presents, make, constitute and appoint THOMAS S. NAUGHT, HARRY NAUGHT, STEVE NAUGHT, TERESA STEPHENSON, SARAH NAUGHT-BARGFREDE, TIMOTHY P. EASTIN, RICHARD NAUGHT, KRISTI PRICE, KITTY CUNNINGHAM, BETHANY EATON

its true and lawful attorney-in-fact, with full power and authority conferred to sign, seal, and execute its lawful bonds, undertakings, and other obligatory instruments of a similar nature as follows:

ANY AND ALL BONDS

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

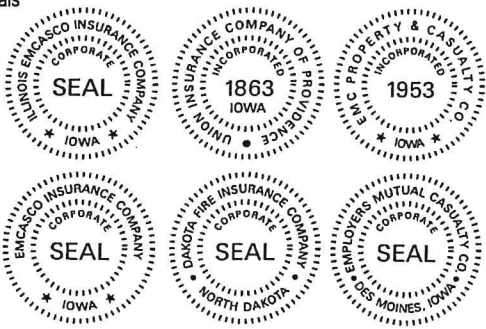
AUTHORITY FOR POWER OF ATTORNEY

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

RESOLVED: The President and Chief Executive Officer, any Vice President, the Treasurer and the Secretary of Employers Mutual Casualty Company shall have power and authority to (1) appoint attorneys-in-fact and authorize them to execute on behalf of each Company and attach the seal of the Company thereto, bonds and undertakings, recognizances, contracts of indemnity and other writings obligatory in the nature thereof; and (2) to remove any such attorney-in-fact at any time and revoke the power and authority given to him or her.

IN WITNESS THEREOF, the Companies have caused these presents to be signed for each by their officers as shown, and the Corporate seals to be hereto affixed this 26th day of FEBRUARY, 2018

Seals



Bruce G. Kelley, Chairman of Companies 2, 3, 4, 5 & 6; President of Company 1; Vice Chairman and CEO of Company 7

Todd Strother, Vice President

On this 26th day of FEBRUARY AD 2018 before me a Notary Public in and for the State of Iowa, personally appeared Bruce G. Kelley and Todd Strother, who, being by me duly sworn, did say that they are, and are known to me to be the Chairman, President, Vice Chairman and CEO, and/or Vice President, respectively, of each of The Companies above; that the seals affixed to this instrument are the seals of said corporations; that said instrument was signed and sealed on behalf of each of the Companies by authority of their respective Boards of Directors; and that the said Bruce G. Kelley and Todd Strother, as such officers, acknowledged the execution of said instrument to be the voluntary act and deed of each of the Companies.

My Commission Expires October 10, 2019.

Kathy Loveridge, Notary Public in and for the State of Iowa



CERTIFICATE

I, James D. Clough, Vice President of the Companies, do hereby certify that the foregoing resolution of the Boards of Directors by each of the Companies, and this Power of Attorney issued pursuant thereto on FEBRUARY 26, 2018 on behalf of: THOMAS S. NAUGHT, HARRY NAUGHT, STEVE NAUGHT, TERESA STEPHENSON, SARAH NAUGHT-BARGFREDE, TIMOTHY P. EASTIN, RICHARD NAUGHT, KRISTI PRICE, KITTY CUNNINGHAM, BETHANY EATON

are true and correct and are still in full force and effect.

In Testimony Whereof I have subscribed my name and affixed the facsimile seal of each Company this 9th day of October

121

[Signature] Vice President

QUALIFICATIONS STATEMENT

THE INFORMATION SUPPLIED IN THIS DOCUMENT IS CONFIDENTIAL TO THE EXTENT PERMITTED BY LAWS AND REGULATIONS

1. SUBMITTED BY:

Official Name of Firm: STOCKMAN CONST. CORP.
Address: 2021 IDLEWOOD RD.
JEFFERSON CITY, MO 65109

2. SUBMITTED TO:

City of Moberly

3. SUBMITTED FOR:

Owner: City of Moberly
Project Name: Harrison Ave and Garfield Ave Street Project

TYPE OF WORK:

Street and Water Pumps

4. CONTRACTOR'S CONTACT INFORMATION

Contact Person: Denise Burks
Title: President
Phone: 573 635 1316
Email: denise@stockmancc.com

5. AFFILIATED COMPANIES:

Name:

None

Address:

6. TYPE OF ORGANIZATION:

SOLE PROPRIETORSHIP

Name of Owner:

Doing Business As:

Date of Organization:

PARTNERSHIP

Date of Organization:

Type of Partnership:

Name of General Partner(s):

CORPORATION

State of Organization:

MO

Date of Organization:

2005

Executive Officers:

- President:

Denice Burks

- Vice President(s):

- Treasurer:

- Secretary:

Darrell Kolb

LIMITED LIABILITY COMPANY

State of Organization:

Date of Organization:

Members:

JOINT VENTURE

Sate of Organization:

Date of Organization:

Form of Organization:

Joint Venture Managing Partner

- Name:

- Address:

Joint Venture Managing Partner

- Name:

- Address:

Joint Venture Managing Partner

- Name:

- Address:

7. LICENSING

Jurisdiction: _____
 Type of License: _____
 License Number: _____
 Jurisdiction: _____
 Type of License: _____
 License Number: _____

8. CERTIFICATIONS

CERTIFIED BY: _____

Disadvantage Business Enterprise: _____
 Minority Business Enterprise: _____
 Woman Owned Enterprise: _____
 Small Business Enterprise: _____
 Other (51% woman owned): _____

9. BONDING INFORMATION

Bonding Company: EMC Insurance
 Address: P.O. Box Des Moines
IA 50306-0712
 Bonding Agent: Naught - Naught Agency
 Address: 1441 Christy Drive
P.O. Box 1768
Jefferson City MO 65101
 Contact Name: Tom Naught
 Phone: 573-634-2727
 Aggregate Bonding Capacity: 10,000,000.-
 Available Bonding Capacity as of date of this submittal: 9,000,000.-

10. FINANCIAL INFORMATION

Financial Institution: Central Bank
 Address: 238 Madison St.
Jefferson City MO 65101
 Account Manager: _____
 Phone: 573 634 1302

INCLUDE AS AN ATTACHMENT AN AUDITED BALANCE SHEET FOR EACH OF THE LAST 3 YEARS

11. CONSTRUCTION EXPERIENCE:

Current Experience:

List on **Schedule A** all uncompleted projects currently under contract (If Joint Venture list each participant's projects separately).

Previous Experience:

List on **Schedule B** all projects completed within the last 5 Years (If Joint Venture list each participant's projects separately).

Has firm listed in Section 1 ever failed to complete a construction contract awarded to it?

YES NO

If YES, attach as an Attachment details including Project Owner's contact information.

Has any Corporate Officer, Partner, Joint Venture participant or Proprietor ever failed to complete a construction contract awarded to them in their name or when acting as a principal of another entity?

YES NO

If YES, attach as an Attachment details including Project Owner's contact information.

Are there any judgments, claims, disputes or litigation pending or outstanding involving the firm listed in Section 1 or any of its officers (or any of its partners if a partnership or any of the individual entities if a joint venture)?

YES NO

If YES, attach as an Attachment details including Project Owner's contact information.

Construction Experience

2005 TO Present

2021 Idlewood Road
Jefferson City, Mo 65109
Ph # 573-635-1316



#3.

Amount \$\$	Type of Work	Date Complete	Location City	Job Name	Owner
\$618,735.00	Curbs, flumes ,median, concrete channel	May-05	Mexico, Mo	Wal-Mart	Crossland Construction, Columbus, KS
\$119,728.00	Concrete Street	June-05	Jefferson City	Stone Brook Investments	Heet & Rodeman, Jefferson City, Mo
\$374,488.00	Concrete streets, storm sewer, grading	October-05	Holts Summit, Mo	Southwind Meadows	Duff, Jefferson City, Mo
\$267,546.00	Water and Sewer	January-06	Sunrise Beach, Mo	Villages Road Additlon	Villages of Shawnee Bend, Sunrise Beach, Missouri
\$251,915.00	Curbs, flumes ,median, concrete channel	May-06	Owensville, Mo	Wal-Mart	Crane Construction, Savannah, Mo
\$516,209.00	Lift Station	June-06	Eldon, Mo	North and South Lift Station	City of Eldon, Eldon Missouri
\$82,323.00	Storm, Sanitary, and water	June-06	Jefferson City	Pleasant Ridge Subdivision	Jerry Green, Jefferson City, Missouri
\$102,554.00	Storm, Sanitary, and water	July-06	Jefferson City	Kauffman Hills Subdivision	Jerry Green, Jefferson City, Missouri
\$166,790.00	Concrete streets and parking	August-06	Columbia, Mo	Bethal Falls	Terry Wilson, Columbia, Mo
\$307,871.00	Concrete paving and grading	September-06	Lake Ozark, Mo	Diamond Pointe	Diamond Pointe Development LLC, Lake Ozark, Mo
\$255,894.00	Curbs, flumes ,median, concrete channel	March-07	Versailles, Mo	Walmart	Crossland Construction, Columbus, KS
\$127,675.00	Curbs, flumes ,median, concrete swale	March-07	Osage Beach, Mo	Case Road	Lake Asphalt Paving and Construction, Camdenton, Mo
\$132,511.00	Storm, Sanitary, and water	May-07	Jefferson City	Pleasant Rldge Section 2	Jerry Green, Jefferson City, Missouri
\$108,775.00	Concrete Parking lot and Drainage	August-07	Jamestown, Mo	Monteau County C-1	Jamestown C-1 School, Jamestown, Mo
\$105,744.00	Curbs, Sidewalk, Storm, Concrete Approaches	September-07	Jefferson City	Larry Kolb Comm. Site	Olke Construction, Jefferson City, Mo
\$330,824.00	Concrete Streets, Storm, Sanitary, and water	October-07	Jefferson City	Schellridge North	JK Limited, Jefferson City, Mo
\$206,529.00	Road Grading and Paving plus Drainage Imp.	December-07	Jefferson City	Crest, Meier and Hall Street	Jefferson City, Community Development, Missouri
\$268,381.00	Concrete for Curbs, Parking and walks	February-08	Fulton	AZZ Central Electric	Seplagon Construction, Jefferson City, Mo
\$181,123.00	Lift Station, Force Main, Road Work, Concrete	March-08	Holts Summit	Northstar Sewer Phase 6	Ken Olke Construction, Jefferson City, Missouri
\$199,870.00	Road Grading and Paving plus Sanitary	June-08	Boonville	4th Street	City of Boonville, Boonville Missouri
\$110,000.00	Road Grading, Street Pavement, Storm Drainage	July-08	Osage Beach	Storm water and Driveway Imp.	City of Osage Beach, Osage Beach Missouri
\$26,630.00	Curb and gutter	May-08	Jefferson City	Bellar, West Elementary	Jefferson City Public Schools
\$486,000.00	Road Grading, Street Pavement, Storm Drainage	November-08	Boonville	Riviera Street Improvements	City of Boonville, Boonville Missouri
\$880,300.00	Pump House, Waterline	March-08	Boonville	BOONVILLE WATER SYSTEM IMPROVEMENTS	City of Boonville, Boonville Missouri
\$173,300.00	Curbs, Sidewalk, Pavement	September-08	Eldon	CENTRAL BANK ELDON	CENTRAL BANK
\$179,200.00	Well House and Waterline	November-08	Osage Beach	OSAGE BEACH WELL # 1	City of Osage Beach - Nick 573-302-2000
\$52,000.00	Demolition, Storm, Street pavement, Traffic Control	September-09	Columbia, Mo	Kendallwood	Boone County - Keith Austin at 573-449-8515
\$177,000.00	Demolition, Storm, Street pavement, Traffic Control	January-10	Columbia, Mo	Country Hills Subdivision	Boone County - Keith Austin at 573-449-8515
\$120,000.00	Water Imp. , Street Pavement	November-09	Jefferson City	Big Horn Drive	PWSD # 1 - Dave at 573-619-1848
\$140,000.00	Sidwalks, street Pavement, Traffic Control	September-09	Camdenton	Sidwalks for Safety	City of Camdenton - Brenda Colter 573-346-3600
\$361,000.00	Sanitary Improvements	November-10	Eldon, Mo	Sanitary Improvements	City of Eldon- 573-392-4311
\$148,400.00	Concrete Pavement	July-10	Columbia, Mo	Concrete Project	City of Columbia Parks - Tony 573-864-4938
\$297,500.00	Sanitary Sewer	June-09	Fulton, Mo	2009 Sanitary Sewer Renewals Project	City of Fulton - Richard 573-592-3111
\$36,000.00	Water and Sewer Improvements	October-09	Osage Beach, MO	Water and Sewer Improvements	City of Osage Beach - Nick 573-302-2000
\$330,430.00	Concrete Remove and Replacement	October-10	Columbia	Boone County Jail Parking Lot	Boone County - Keith 573-449-8515
\$980,212.00	Street Remove and Replace	November-10	Jefferson City	Big Horn Drive	Cole County - Eric 573-636-3614
\$40,000.00	Storm Drainage Improvements	May-10	Osage Beach, MO	2009 Storm Drainage Improvements	City of Osage Beach - Nick 573-302-2000
\$812,000.00	Water Improvements	June-11	Pilot Grove, Mo	Water System Improvements	City of Pilot Grove - Mayor 660-834-3551
\$585,400.00	Street Improvements	May-11	Macon, MO	Hwy 36 Industrial Park Street Imp.	City of Macon - 660-385-6421
\$318,000.00	Stormwater Imp	November-11	Cole County	2011 Stormwater Imp	Cole County - Eric Landwehr 573-636-3614
\$118,000.00	Water Improvements	April-11	Boonville, Mo	Main Transmission Line Water	City of Boonville - M.L. 660-882-5257
\$111,111.00	Water Improvements	April-11	Howard County	Hwy 40 Waterline Relocalton	CPWSD No. 1 of Boone County- Chad 573219-0862
\$979,925.00	Street Remove and Replace	October-11	Jefferson City	e Street Reconstruction	Cole County - Eric 573-636-3614
\$4,270,000.00	Street Remove and Replace	November-12	Jefferson City	McCarty Street Reconstruction PH II	City of Jefferson - Dave Bange 573-634-6410
\$306,000.00	Sanitary and storm Remove Replace	July-13	Cole County	Westview Drive Stormwater Imp	Cole County - Eric Landwehr 573-636-3614

\$212,500.00	Various Sewer Imp	March-13	Jefferson City	Various Sewer Imp	City of Jefferson - Eric Seaman 573-634-6410
\$89,780.00	Storm Drainage Improvements	December-13	Osage Beach, MO	2013 Storm Drainage Improvements	City of Osage Beach - Nick 573-302-2000
\$55,324.00	Curb and Gutter	July-13	St. Robert	Brush Creek Phase 1 - Curb and Gutter	Chris Diehls - 573-449-8300
\$64,872.00	Curb and Gutter	June-14	St. Robert	Brush Creek Phase 2 - Curb and Gutter	Chris Diehls - 573-449-8300
\$2,300,000.00	Concrete Paving, sidewalks, Curb and Gutter	August-14	Jefferson City	Jefferson City St. Marys Hospital	Alberici - 314-733-2000
\$360,000.00	Sanitary and Storm	May-14	Jefferson City	Shelridge Sanitary and Storm Imp	City of Jefferson - Dave Bange 573-634-6410
\$308,207.00	Street Repairs	December-14	Boonville, Mo	2014 Pavement Repair	City of Boonville - M.L. 660-882-5257
\$386,211.00	Street Improvements	December-14	Jefferson City	Water Street at Lohmans Landing	City of Jefferson - Dave Bange 573-634-6410
\$114,300.00	Sanitary, Storm, Water Imp	December-14	Osage Beach	Linear Accelerator Addition	Lake Regional Hospital - Murray Co - Mike Gooring 913-451-1884
\$24,300.00	Sidewalks, Curb & Gutter	October-14	Jefferson City	Mo Hospital Association	WAVCO - 573-893-4880
\$122,226.00	Sidewalks, Pavement, Curb & Gutter	June-15	Columbia	Creative Ministries & Office Addition	Professional Contractors & Eng Inc - Andy Bonderer - 573-442-1113
\$116,400.00	Sidewalks, Pavement, Curb & Gutter	July-15	Mexico	Hope Center	Professional Contractors & Eng Inc - Andy Bonderer - 573-442-1113
\$237,900.00	Sidewalks, Pavement, Curb & Gutter	July-15	Jefferson City	Capital Region Hospital Expansion	Capital Region Hospital - McCarthy - Brian Kecek - 314-968-3300
\$1,099,000.00	Street Reconstruction	December-15	Cole County	Westview Drive Stormwater Imp	Cole County - Eric Landwehr 573-636-3614
\$65,000.00	Sidewalks, Pavement, Curb & Gutter	May-16	Columbia	McKee Street Apartments	Otke Construction, Jefferson City, Mo Corey - 573-893-2299
\$412,300.00	Sidewalks, Pavement, Curb & Gutter	September-16	Jefferson City	Honda Dealership	Septagon Construction - Dave 573-893-3113
\$590,711.00	Concrete Street Repair	November-16	Boonville	Concrete Street Repairs 2016	City of Boonville - M.L. 660-882-5257
\$205,082.00	Sidewalks, Pavement, Curb & Gutter	August-16	Mexico	Arthur Center Community Health Building	Professional Contractors & Eng Inc - Andy Bonderer - 573-442-1113
\$874,140.00	Sidewalks, Pavement, Curb & Gutter	April-16	Columbia	New Southwest Elementary School	Columbia School District - Orf Const - Dustin Hicks 314-298-0770
\$77,645.00	Street and Storm Improvements	August-16	Jefferson City	Westwood Drive Stormwater	City of Jefferson - Dave Bange 573-634-6410
\$228,000.00	Parking Lot Expansion	November-16	Osage Beach	Imaging Center Parking	Lake Regional Health Systems - Kevin McRoberts 573-348-8756
\$663,113.00	Street and Sidewalk Improvements	September-16	Osage Beach	Osage Beach Parkway and Barry Prewitt Imp.	City of Osage Beach - Nick 573-302-2000
\$144,063.00	Street Reconstruction	August-17	Cole County	Parkview Meadows Subdivision Imp	Cole County - Eric Landwehr 573-636-3614
\$303,938.00	Street Reconstruction	September-17	Cole County	Randall Drive Improvements	Cole County - Eric Landwehr 573-636-3614
\$2,009,000.00	Street Reconstruction	April-17	Osage Beach	Nichols Road Reconstruction	City of Osage Beach - Nick 573-302-2000
\$413,485.00	Parking Lot Expansion	11/11/2017	Jefferson City	Scholastic's Parking Lot Addition	Scholastic's -
\$105,000.00	Sidewalks, Pavement, Curb & Gutter	May-18	Wardsville	Casey's Gas Station	Septagon Construction - Dave 573-893-3113
\$295,000.00	Sidewalks, Pavement, Curb & Gutter	June-18	Columbia	Shelter Ins. Parking Lot Expansion	PCE - Wade Horn 573-819-0238
\$93,000.00	Floodproofing a Sanitary Pumpstation	September-18	Jefferson City	Pumpstation Floodproofing	City of Jefferson - Eric Seaman 573-634-6443
\$1,900,000.00	Street Reconstruction	May-19	Cole County	Meadowbrook Storm Improvements	Cole County - Eric Landwehr 573-636-3614
\$119,000.00	Sidewalks, Pavement, Curb & Gutter	May-19	Sedalia	United Methodist Church	Morelock Builders - Craig Ericson 471-664-6661

#3.

12. SAFETY PROGRAM:

Name of Contractor's Safety Officer: Denice Burks

Include the following as attachments:

Provide as an Attachment Contractor's (and Contractor's proposed Subcontractors and Suppliers furnishing or performing Work having a value in excess of 10 percent of the total amount of the Bid) OSHA No. 500- Log & Summary of Occupational Injuries & Illnesses for the past 5 years.

Provide as an Attachment Contractor's (and Contractor's proposed Subcontractors and Suppliers furnishing or performing Work having a value in excess of 10 percent of the total amount of the Bid) list of all OSHA Citations & Notifications of Penalty (monetary or other) received within the last 5 years (indicate disposition as applicable) - IF NONE SO STATE.

Provide as an Attachment Contractor's (and Contractor's proposed Subcontractors and Suppliers furnishing or performing Work having a value in excess of 10 percent of the total amount of the Bid) list of all safety citations or violations under any state all received within the last 5 years (indicate disposition as applicable) - IF NONE SO STATE.

Provide the following for the firm listed in Section V (and for each proposed Subcontractor furnishing or performing Work having a value in excess of 10 percent of the total amount of the Bid) the following (attach additional sheets as necessary):

Workers' compensation Experience Modification Rate (EMR) for the last 5 years:

YEAR	<u>2019</u>	EMR	<u>.79</u>
YEAR	<u>2018</u>	EMR	<u>.77</u>
YEAR	<u>2017</u>	EMR	<u>.76</u>
YEAR	<u>2016</u>	EMR	<u>.94</u>
YEAR	<u>2015</u>	EMR	<u>1.06</u>

Total Recordable Frequency Rate (TRFR) for the last 5 years:

YEAR	<u>2019</u>	TRFR	<u>0</u>
YEAR	<u>2018</u>	TRFR	<u>0</u>
YEAR	<u>2017</u>	TRFR	<u>0</u>
YEAR	<u>2016</u>	TRFR	<u>0</u>
YEAR	<u>2015</u>	TRFR	<u>0</u>

Total number of man-hours worked for the last 5 Years:

YEAR	<u>2019</u>	TOTAL NUMBER OF MAN-HOURS	<u>28,652</u> (THRU 10/6/19)
YEAR	<u>2018</u>	TOTAL NUMBER OF MAN-HOURS	<u>35,923.50</u>
YEAR	<u>2017</u>	TOTAL NUMBER OF MAN-HOURS	<u>28,275.50</u>
YEAR	<u>2016</u>	TOTAL NUMBER OF MAN-HOURS	<u>29,005</u>
YEAR	<u>2015</u>	TOTAL NUMBER OF MAN-HOURS	<u>31,476.50</u>

Provide Contractor's (and Contractor's proposed Subcontractors and Suppliers furnishing or performing Work having a value in excess of 10 percent of the total amount of the Bid) Days Away From Work, Days of Restricted Work Activity or Job Transfer (DART) incidence rate for the particular industry or type of Work to be performed by Contractor and each of Contractor's proposed Subcontractors and Suppliers) for the last 5 years:

YEAR	<u>2019</u>	DART	<u>0</u>
YEAR	<u>2018</u>	DART	<u>0</u>
YEAR	<u>2017</u>	DART	<u>0</u>
YEAR	<u>2016</u>	DART	<u>0</u>
YEAR	<u>2015</u>	DART	<u>0</u>

13. EQUIPMENT:

MAJOR EQUIPMENT:

List on Schedule C all pieces of major equipment available for use on Owner's Project.

I HEREBY CERTIFY THAT THE INFORMATION SUBMITTED HERewith, INCLUDING ANY ATTACHMENTS, IS TRUE TO THE BEST OF MY KNOWLEDGE AND BELIEF.

NAME OF ORGANIZATION: Stockman Construction Corp.

BY: Dennis M. Brown

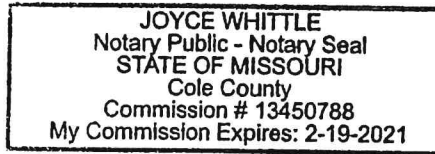
TITLE: President

DATED: 10-10-19

NOTARY ATTEST:

SUBSCRIBED AND SWORN TO BEFORE ME

THIS 10th DAY OF October, 2019
Joyce Whittle



NOTARY PUBLIC - STATE OF Missouri

MY COMMISSION EXPIRES: 2/19/2021

REQUIRED ATTACHMENTS

1. Schedule A (Current Experience).
2. Schedule B (Previous Experience).
3. Schedule C (Major Equipment).
4. Audited balance sheet for each of the last 3 years for firm named in Section 1.
5. Evidence of authority for individuals listed in Section 7 to bind organization to an agreement.
6. Resumes of officers and key individuals (including Safety Officer) of firm named in Section 1.
7. Required safety program submittals listed in Section 13.
8. Additional items as pertinent.

See Attached SCHEDULE A

CURRENT EXPERIENCE

Project Name	Owner's Contact Person	Design Engineer	Contract Date	Type of Work	Status	Cost of Work
	Name: Address: Telephone:	Name: Company: Telephone:				
	Name: Address: Telephone:	Name: Company: Telephone:				
	Name: Address: Telephone:	Name: Company: Telephone:				
	Name: Address: Telephone:	Name: Company: Telephone:				
	Name: Address: Telephone:	Name: Company: Telephone:				
	Name: Address: Telephone:	Name: Company: Telephone:				
	Name: Address: Telephone:	Name: Company: Telephone:				
	Name: Address: Telephone:	Name: Company: Telephone:				
	Name: Address: Telephone:	Name: Company: Telephone:				

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See Attached SCHEDULE B

PREVIOUS EXPERIENCE (Include ALL Projects Completed within last 5 years)

Project Name	Owner's Contact Person Name: Address: Telephone:	Design Engineer Name: Company: Telephone:	Contract Date	Type of Work	Status	Cost of Work
	Name: Address: Telephone:	Name: Company: Telephone:				
	Name: Address: Telephone:	Name: Company: Telephone:				
	Name: Address: Telephone:	Name: Company: Telephone:				
	Name: Address: Telephone:	Name: Company: Telephone:				
	Name: Address: Telephone:	Name: Company: Telephone:				
	Name: Address: Telephone:	Name: Company: Telephone:				
	Name: Address: Telephone:	Name: Company: Telephone:				
	Name: Address: Telephone:	Name: Company: Telephone:				
	Name: Address: Telephone:	Name: Company: Telephone:				

See Attached

SCHEDULE B

PREVIOUS EXPERIENCE (Include ALL Projects Completed within last 5 years)

Project Name	Owner's Contact Person	Design Engineer	Contract Date	Type of Work	Status	Cost of Work
	Name: Address: Telephone:	Name: Company: Telephone:				
	Name: Address: Telephone:	Name: Company: Telephone:				
	Name: Address: Telephone:	Name: Company: Telephone:				
	Name: Address: Telephone:	Name: Company: Telephone:				
	Name: Address: Telephone:	Name: Company: Telephone:				
	Name: Address: Telephone:	Name: Company: Telephone:				
	Name: Address: Telephone:	Name: Company: Telephone:				
	Name: Address: Telephone:	Name: Company: Telephone:				
	Name: Address: Telephone:	Name: Company: Telephone:				

#3.

SCHEDULE C - LIST OF MAJOR EQUIPMENT AVAILABLE

ITEM	PURCHASE DATE	CONDITION	ACQUIRED VALUE
EXCAVATOR		Good	
SKID STEER			
DUMP TRUCK			
DROWN ROLLER			
BACKHOE			
MINI EXCAVATOR			
HYDRD VAC			

USDA
Form RD 400-6
(Rev. 12-09)

EJCDC Guide 4
Misc Forms for Contract Documents
(June 2014)

COMPLIANCE STATEMENT

This statement relates to a proposed contract with STOCKMAN CONST. CORP.
2021 IDLEWOOD RD.
JEFFERSON CITY, MO 65109

(Name of borrower or grantee)

who expects to finance the contract with assistance from either the Rural Housing Service (RHS), Rural Business-Cooperative Service (RBS), or the Rural Utilities Service (RUS) or their successor agencies, United States Department of Agriculture (whether by a loan, grant, loan insurance, guarantee, or other form of financial assistance). I am the undersigned bidder or prospective contractor, I represent that:

1. I have, have not, participated in a previous contract or subcontract subject to Executive Order 11246 (regarding equal employment opportunity) or a preceding similar Executive Order.
 2. If I have participated in such a contract or subcontract, I have, have not, filed all compliance reports that have been required to file in connection with the contract or subcontract.
- If the proposed contract is for \$50,000 or more: or If the proposed nonconstruction contract is for \$50,000 or more and I have 50 or more employees, I also represent that:
3. I have, have not previously had contracts subject to the written affirmative action programs requirements of the Secretary of Labor.
 4. If I have participated in such a contract or subcontract, I have, have not developed and placed on file at each establishment affirmative action programs as required by the rules and regulations of the Secretary of Labor.

I understand that if I have failed to file any compliance reports that have been required of me, I am not eligible and will not be eligible to have my bid considered or to enter into the proposed contract unless and until I make an arrangement regarding such reports that is satisfactory to either the RHS, RBS or RUS, or to the office where the reports are required to be filed.

I also certify that I do not maintain or provide for my employees any segregated facilities at any of my establishments, and that I do not permit my employees to perform their services at any location, under my control, where segregated facilities are maintained. I certify further that I will not maintain or provide for my employees any segregated facilities at any of my establishments, and that I will not permit my employees to perform their services at any location, under my control, where segregated facilities are maintained. I agree that a breach of this certification is a violation of the Equal Opportunity clause in my contract. As used in this certification, the term "segregated facilities" means any waiting rooms, work areas, restrooms and wash rooms, restaurants and other eating areas time clocks, locker rooms and other storage or dressing areas, parking lots, drinking fountains, recreation or entertainment areas, transportation, and housing facilities provided for employees which are segregated by explicit directive or are in fact segregated on the basis of race, creed, color, or national origin, because of habit, local custom, or otherwise. I further agree that (except where I have obtained identical certifications for proposed subcontractors for specific time periods) I will obtain identical certifications from proposed subcontractors prior to the award of subcontracts exceeding \$10,000 which are not exempt from the provisions of the Equal Opportunity clause; that I will retain such certifications in my files; and that I will forward the following notice to such proposed subcontractors (except where the proposed subcontractors have submitted identical certifications for specific time periods):

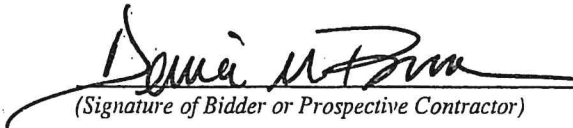
According to the Paperwork Reduction Act of 1995, an agency may not conduct or sponsor, and a person is not required to respond to a collection of information unless it displays the valid OMB control number. The valid OMB control number for this information collection is 0575-0018. The time required to complete this information collection is estimated to average 10 minutes per response, including the time for reviewing instructions, searching existing data sources, gathering and maintaining the data needed, and completing and reviewing the collection of

**NOTICE TO PROSPECTIVE SUBCONTRACTORS OF REQUIREMENTS FOR
CERTIFICATIONS OF NON-SEGREGATED FACILITIES**

A certification of Nonsegregated Facilities, as required by the May 9, 1967, order (32F.R. 7439, may 19, 1967) on Elimination of Segregated Facilities, by the Secretary of Labor, must be submitted prior to the award of a subcontract exceeding \$ 10,000 which is not exempt from the provisions of the Equal Opportunity clause. The certification may be submitted either for each subcontract or for all subcontracts during a period (i.e., quarterly, semiannually, or annually).

NOTE: The penalty for making false statements in offers is prescribed in 18 U.S.C. 1001.

DATE 10-10-19


(Signature of Bidder or Prospective Contractor)

STOCKMAN CONST. CORP.
2021 IDLEWOOD RD.
Address (including Zip Code) JEFFERSON CITY, MO 65109

U.S. DEPARTMENT OF AGRICULTURE

Certification Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion - Lower Tier Covered Transactions

This certification is required by the regulations implementing Executive Order 12549, Debarment and Suspension, 7 CFR part 3017, Section 3017.510, Participants' responsibilities. The regulations were published as Part IV of the January 30, 1989, Federal Register (pages 4722-4733). Copies of the regulations may be obtained by contacting the Department of Agriculture agency with which this transaction originated.

(BEFORE COMPLETING CERTIFICATION, READ INSTRUCTIONS ON REVERSE)

- (1) The prospective lower tier participant certifies, by submission of this proposal, that neither it nor its principals is presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participation in this transaction by any Federal department or agency.
- (2) Where the prospective lower tier participant is unable to certify to any of the statements in this certification, such prospective participant shall attach an explanation to this proposal.

STOCKMAN CONST. CORP.
2021 IDLEWOOD RD.
JEFFERSON CITY, MO 65109

Organization Name

Harrison Ave and Garfield Ave
Street Project

PR/Award Number or Project Name

Denice M. Burks President

Name(s) and Title(s) of Authorized Representative(s)

Denice M. Burks

Signature(s)

10-10-19

Date

Instructions for Certification

1. By signing and submitting this form, the prospective lower tier participant is providing the certification set out on the reverse side in accordance with these instructions.
2. 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.
3. 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 when submitted or has become erroneous by reason of changed circumstances.
4. The terms "covered transaction," "debarred," "suspended," "ineligible," "lower tier covered transaction," "participant," "person," "primary covered transaction," "principal," "proposal," and "voluntarily excluded," as used in this clause, have the meanings set out in the Definitions and Coverage sections of rules implementing Executive Order 12549. You may contact the person to which this proposal is submitted for assistance in obtaining a copy of those regulations.
5. The prospective lower tier participant agrees by submitting this form 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.
6. The prospective lower tier participant further agrees by submitting this form 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 transaction and in all solicitations for lower tier covered transactions.
7. 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 may decide the method and frequency by which it determines the eligibility of its principals. Each participant may, but is not required to, check the Nonprocurement List.
8. 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 a participant is not required to exceed that which is normally possessed by a prudent person in the ordinary course of business dealings.
9. Except for transactions authorized under paragraph 5 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.

CERTIFICATION FOR CONTRACTS, GRANTS AND LOANS

The undersigned certifies, to the best of his or her knowledge and belief, that:

1. 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 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 or Federal loan, and the extension, continuation, renewal, amendment, or modification of any Federal contract, grant or loan.

2. 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 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 or loan, the undersigned shall complete and submit Standard Form - LLL, "Disclosure of Lobbying Activities," in accordance with its instructions.

3. The undersigned shall require that the language of this certification be included in the award documents for all subawards at all tiers (including contracts, subcontracts, and subgrants under grants and loans) and that all subrecipients shall certify and disclose accordingly.

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 section 1352, title 31, U.S. Code. 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.

Samuel M. Bue
(name)

10-10-19
(date)

President
(title)

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DISCLOSURE OF LOBBYING ACTIVITIES

Complete this form to disclose lobbying activities pursuant to 31 U.S.C. 1352
(See Reverse for public burden disclosure.)

1. Type of Federal Action: <input type="checkbox"/> a. contract <input type="checkbox"/> b. grant <input type="checkbox"/> c. cooperative agreement <input type="checkbox"/> d. loan <input type="checkbox"/> e. loan guarantee <input type="checkbox"/> f. loan insurance	2. Status of Federal Action: <input type="checkbox"/> a. bid/offer/application <input type="checkbox"/> b. initial award <input type="checkbox"/> c. post-award	3. Report Type: <input type="checkbox"/> a. initial filing <input type="checkbox"/> b. material change For Material Change Only: year _____ quarter _____ date of last report _____
4. Name and Address of Reporting Entity: <input type="checkbox"/> Prime <input type="checkbox"/> Subawardee Tier _____, if known: Congressional District, if known:	5. If Reporting Entity in No. 4 is a Subawardee, Enter Name and Address of Prime: Congressional District, if known:	
6. Federal Department/Agency:	7. Federal Program Name/Description: CFDA Number, if applicable:	
8. Federal Action Number, if known:	9. Award Amount, if known: \$	
10. a. Name and Address of Lobbying Registrant <i>(If individual, last name, first name, MI):</i>	b. Individuals Performing Services <i>(Including address if different from No. 10a)</i> <i>(last name, first name, MI):</i>	
11. Information requested through this form is authorized by title 31 U.S.C. section 1352. This disclosure of lobbying activities is a material representation of fact upon which reliance was placed by the tier above when this transaction was made or entered into. This disclosure is required pursuant to 31 U.S.C. 1352. This information will be reported to the Congress semi-annually and will be available for public inspection. Any person who fails to file the required disclosure shall be subject to a civil penalty of not less that \$10,000 and not more than \$100,000 for each such failure.	Signature: _____ Print Name: _____ Title: _____ Telephone No.: _____ Date: _____	
Federal Use Only:		Authorized for Local Reproduction Standard Form LLL (Rev. 7-97)

INSTRUCTIONS FOR COMPLETION OF SF-LLL, DISCLOSURE OF LOBBYING ACTIVITIES

This disclosure form shall be completed by the reporting entity, whether subawardee or prime Federal recipient, at the initiation or receipt of a covered Federal action, or a material change to a previous filing pursuant to title 31 U.S.C. section 1352. The filing of a form is required for each payment or agreement to make payment to any lobbying entity for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with a covered Federal action. Complete all items that apply for both the initial filing and material change report. Refer to the implementing guidance published by the Office of Management and Budget for additional information.

1. Identify the type of covered Federal action for which lobbying activity is and/or has been secured to influence the outcome of a covered Federal action.
2. Identify the status of the covered Federal action.
3. Identify the appropriate classification of this report. If this a followup report caused by a material change to the information previously reported, enter the year and quarter in which the change occurred, Enter the date of the last previously submitted report by this reporting entity for this covered Federal action.
4. Enter the full name, address, city, State and zip code of the reporting entity. Include Congressional District, if known. Check the appropriate classification of the reporting entity that designates if it is, or expects to be a prime or subaward receipt. Identify the tier of the subawardee, e.g., the first subawardee of the prime is the 1st tier. Subawards include but are not limited to subcontracts, subgrants and contract awards under grants.
5. If the organization filing the report in item 4 checks "Subawardee," then enter the full name, address, city, State and zip code of the prime Federal recipient. Include Congressional District, if known.
6. Enter the name of the Federal agency making the award or loan commitment. Include at least one organizational level below agency name, if known. For example, Department of Transportation, United States Coast Guard.
7. Enter the Federal program name or description for the covered Federal action (Item 1). If known, enter the full Catalog of Federal Domestic Assistance (CFDA) number for grants, cooperative agreements, loans and loan commitments.
8. Enter the most appropriate Federal identifying number available for the Federal action identified in Item 1 (e.g., Request for Proposal (RFP) number; Invitation for bid (IFB) number; grant announcement number; the contract, grant, or loan award number; the application/proposal control number assigned by the Federal agency). Include prefixes, e.g. "RFP-DE-90-001."
9. For a covered Federal action where there has been an award or loan commitment by the Federal agency, enter the Federal amount of the award/loan commitment for the prime entity identified in Item 4 or 5.
10. (a) Enter the full name, address, city, State and zip code of the lobbying registrant under the Lobbying Disclosure Act of 1995 engaged by the reporting entity identified in Item 4 to influence the covered Federal action.
(b) Enter the full names of the individual(s) performing services, and include full address if different from 10 (a). Enter Last Name, First Name and Middle Initial (MI).
11. Certifying official shall sign and date the form, print his/her name, title and telephone number.

According to the Paperwork Reduction Act, as amended, no persons are required to respond to a collection of information unless it displays a valid OMB Control Number. The valid OMB control number for this information collection is OMB No. 0348-0046. Public reporting burden for this collection of information is estimated to average 10 minutes per response, including time for reviewing instructions, searching existing data sources, gathering and maintaining the data needed, and completing and reviewing the collection of information. Send comments regarding the burden estimate or any other aspect of this collection of information, including suggestions for reducing this burden, to the Office of Management and Budget, Paperwork Reduction Project (0348-0046), Washington, DC 20503.

GOALS AND TIMETABLES FOR MINORITIES AND WOMEN

Code of Federal Regulations Title 41: Public Contracts and Property Management

PART 60-4—CONSTRUCTION CONTRACTORS—AFFIRMATIVE ACTION REQUIREMENTS

AUTHORITY: Secs. 201, 202, 205, 211, 301, 302, and 303 of E.O. 11246, as amended, 30 FR 12319; 32 FR 14303, as amended by E.O. 12086.

SOURCE: 43 FR 49254, Oct. 20, 1978, unless otherwise noted.

§60-4.1 Scope and application.

This part applies to all contractors and subcontractors which hold any Federal or federally assisted construction contract in excess of \$10,000. The regulations in this part are applicable to all of a construction contractor's or subcontractor's construction employees who are engaged in on site construction including those construction employees who work on a non-Federal or nonfederally assisted construction site. This part also establishes procedures which all Federal contracting officers and all applicants, as applicable, shall follow in soliciting for and awarding Federal or federally assisted construction contracts. Procedures also are established which administering agencies shall follow in making any grant, contract, loan, insurance, or guarantee involving federally assisted construction which is not exempt from the requirements of Executive Order 11246, as amended. In addition, this part applies to construction work performed by construction contractors and subcontractors for Federal nonconstruction contractors and subcontractors if the construction work is necessary in whole or in part to the performance of a nonconstruction contract or subcontract. [43 FR 49254, Oct. 20, 1978; 43 FR 51401, Nov. 3, 1978]

§60-4.2 Solicitations.

(a) All Federal contracting officers and all applicants shall include the notice set forth in paragraph (d) of this section and the Standard Federal Equal Employment Opportunity Construction Contract Specifications set forth in §60-4.3 of this part in all solicitations for offers and bids on all Federal and federally assisted construction contracts or subcontracts to be performed in geographical areas designated by the Director pursuant to §60-4.6 of the part.

Administering agencies shall require the inclusion of the notice set forth in paragraph (d) of this section and the specifications set forth in §60-4.3 of this part as a condition of any grant, contract, subcontract, loan, insurance or guarantee involving federally assisted construction covered by this part 60-4.

(b) All nonconstruction contractors covered by Executive Order 11246 and the implementing regulations shall include the notice in paragraph (d) of this section in all construction agreements which are necessary in whole or in part to the performance of the covered nonconstruction contract.

(c) Contracting officers, applicants and nonconstruction contractors shall given written notice to the Director within 10 working days of award of a contract subject to these provisions. The notification shall include the name, address and telephone number of the contractor; employer identification number; dollar amount of the contract, estimated starting and completion dates of the contract; the contract number; and geographical area in which the contract is to be performed.

(d) The following notice shall be included in, and shall be a part of, all solicitations for offers and bids on all Federal and federally assisted construction contracts or subcontracts in excess of \$10,000 to be performed in geographical areas designated by the Director pursuant to §60-4.6 of this part (see 41 CFR 60-4.2(a)):

NOTICE OF REQUIREMENT FOR
AFFIRMATIVE ACTION TO ENSURE EQUAL
EMPLOYMENT OPPORTUNITY (EXECUTIVE
ORDER 11246)

1. The Offeror's or Bidder's attention is called to the "Equal Opportunity Clause" and the "Standard Federal Equal Employment Specifications" set forth herein.

2. The goals and timetables for minority and female participation, expressed in percentage terms for the Contractor's aggregate workforce in each trade on all construction work in the covered area, are a

Time- tables	Goals for minority participation for each trade	Goals for female participation in each trade
	Insert goals for each year	Insert goals for each year.

These goals are applicable to all the Contractor's construction work (whether or not it is Federal or federally assisted) performed in the covered area. If the contractor performs construction work in a geographical area located outside of the covered area, it shall apply the goals established for such geographical area where the work is actually performed. With regard to this second area, the contractor also is subject to the goals for both its federally involved and nonfederally involved construction.

The Contractor's compliance with the Executive Order and the regulations in 41 CFR part 60-4 shall be based on its implementation of the Equal Opportunity Clause, specific affirmative action obligations required by the specifications set forth in 41 CFR 60-4.3(a), and its efforts to meet the goals. The hours of minority and female employment and training must be substantially uniform throughout the length of the contract, and in each trade, and the contractor shall make a good faith effort to employ minorities and women evenly on each of its projects. The transfer of minority or female employees or trainees from Contractor to Contractor or from project to project for the sole purpose of meeting the Contractor's goals shall be a violation of the contract, the Executive Order and the regulations in 41 CFR part 60-4. Compliance with the goals will be measured against the total work hours performed.

3. The Contractor shall provide written notification to the Director of the Office of Federal Contract Compliance Programs within 10 working days of award of any construction subcontract in excess of \$10,000 at any tier for construction work under the contract resulting from this solicitation. The notification shall list the name, address and telephone number of the subcontractor; employer identification

number of the subcontractor; estimated dollar amount of the subcontract; estimated starting and completion dates of the subcontract; and the geographical area in which the subcontract is to be performed.

4. As used in this Notice, and in the contract resulting from this solicitation, the "covered area" is (insert description of the geographical areas where the contract is to be performed giving the state, county and city, if any).

[43 FR 49254, Oct. 20, 1978; 43 FR 51401, Nov. 3, 1978, as amended at 45 FR 65977, Oct. 3, 1980]

§60-4.3 Equal opportunity clauses.

(a) The equal opportunity clause published at 41 CFR 60-1.4(a) of this chapter is required to be included in, and is part of, all nonexempt Federal contracts and subcontracts, including construction contracts and subcontracts. The equal opportunity clause published at 41 CFR 60-1.4(b) is required to be included in, and is a part of, all nonexempt federally assisted construction contracts and subcontracts. In addition to the clauses described above, all Federal contracting officers, all applicants and all nonconstruction contractors, as applicable, shall include the specifications set forth in this section in all Federal and federally assisted construction contracts in excess of \$10,000 to be performed in geographical areas designated by the Director pursuant to §60-4.6 of this part and in construction subcontracts in excess of \$10,000 necessary in whole or in part to the performance of nonconstruction Federal contracts and subcontracts covered under the Executive order.

STANDARD FEDERAL EQUAL EMPLOYMENT OPPORTUNITY CONSTRUCTION CONTRACT SPECIFICATIONS (EXECUTIVE ORDER 11246)

1. As used in these specifications:

a. "Covered area" means the geographical area described in the solicitation from which this contract resulted;

b. "Director" means Director, Office of Federal Contract Compliance Programs, United States Department of Labor, or any person to whom the Director delegates authority;

c. "Employer identification number" means the Federal Social Security number used on the Employer's Quarterly Federal Tax Return, U.S. Treasury Department Form 941.

d. "Minority" includes:

(i) Black (all persons having origins in any of the Black African racial groups not of Hispanic origin);

(ii) Hispanic (all persons of Mexican, Puerto Rican, Cuban, Central or South American or other Spanish Culture or origin, regardless of race);

(iii) Asian and Pacific Islander (all persons having origins in any of the original peoples of the Far East, Southeast Asia, the Indian Subcontinent, or the Pacific Islands); and

(iv) American Indian or Alaskan Native (all persons having origins in any of the original peoples of North America and maintaining identifiable tribal affiliations through membership and participation or community identification).

2. Whenever the Contractor, or any Subcontractor at any tier, subcontracts a portion of the work involving any construction trade, it shall physically include in each subcontract in excess of \$10,000 the provisions of these specifications and the Notice which contains the applicable goals for minority and female participation and which is set forth in the solicitations from which this contract resulted.

3. If the Contractor is participating (pursuant to 41 CFR 60-4.5) in a Hometown Plan approved by the U.S. Department of Labor in the covered area either individually or through an association, its affirmative action obligations on all work in the Plan area (including goals and timetables) shall be in accordance with that Plan for those trades which have unions participating in the Plan. Contractors must be able to demonstrate their participation in and compliance with the provisions of any such Hometown Plan. Each Contractor or Subcontractor participating in an approved Plan is individually required to comply with its obligations under the EEO clause, and to make a good faith effort to achieve each goal under the Plan in each trade in which it has employees. The overall good faith performance by other Contractors or Subcontractors toward a goal in an approved Plan does not excuse any covered Contractor's or Subcontractor's failure to take good faith efforts to achieve the Plan goals and timetables.

4. The Contractor shall implement the specific affirmative action standards provided in paragraphs 7 a through p of these specifications. The [redacted] set forth in the solicitation from w [redacted] contract

resulted are expressed as percentages of the total hours of employment and training of minority and female utilization the Contractor should reasonably be able to achieve in each construction trade in which it has employees in the covered area. Covered Construction contractors performing construction work in geographical areas where they do not have a Federal or federally assisted construction contract shall apply the minority and female goals established for the geographical area where the work is being performed. Goals are published periodically in the FEDERAL REGISTER in notice form, and such notices may be obtained from any Office of Federal Contract Compliance Programs office or from Federal procurement contracting officers. The Contractor is expected to make substantially uniform progress in meeting its goals in each craft during the period specified.

5. Neither the provisions of any collective bargaining agreement, nor the failure by a union with whom the Contractor has a collective bargaining agreement, to refer either minorities or women shall excuse the Contractor's obligations under these specifications, Executive Order 11246, or the regulations promulgated pursuant thereto.

6. In order for the nonworking training hours of apprentices and trainees to be counted in meeting the goals, such apprentices and trainees must be employed by the Contractor during the training period, and the Contractor must have made a commitment to employ the apprentices and trainees at the completion of their training, subject to the availability of employment opportunities. Trainees must be trained pursuant to training programs approved by the U.S. Department of Labor.

7. The Contractor shall take specific affirmative actions to ensure equal employment opportunity. The evaluation of the Contractor's compliance with these specifications shall be based upon its effort to achieve maximum results from its actions. The Contractor shall document these efforts fully, and shall implement affirmative action steps at least as extensive as the following:

a. Ensure and maintain a working environment free of harassment, intimidation, and coercion at all sites, and in all facilities at which the Contractor's employees are assigned to work. The Contractor, where possible, will assign two or more women to each construction

project. The Contractor shall specifically ensure that all foremen, superintendents, and other on-site supervisory personnel are aware of and carry out the Contractor's obligation to maintain such a working environment, with specific attention to minority or female individuals working at such sites or in such facilities.

b. Establish and maintain a current list of minority and female recruitment sources, provide written notification to minority and female recruitment sources and to community organizations when the Contractor or its unions have employment opportunities available, and maintain a record of the organizations' responses.

c. Maintain a current file of the names, addresses and telephone numbers of each minority and female off-the-street applicant and minority or female referral from a union, a recruitment source or community organization and of what action was taken with respect to each such individual. If such individual was sent to the union hiring hall for referral and was not referred back to the Contractor by the union or, if referred, not employed by the Contractor, this shall be documented in the file with the reason therefor, along with whatever additional actions the Contractor may have taken.

d. Provide immediate written notification to the Director when the union or unions with which the Contractor has a collective bargaining agreement has not referred to the Contractor a minority person or woman sent by the Contractor, or when the Contractor has other information that the union referral process has impeded the Contractor's efforts to meet its obligations.

e. Develop on-the-job training opportunities and/or participate in training programs for the area which expressly include minorities and women, including upgrading programs and apprenticeship and trainee programs relevant to the Contractor's employment needs, especially those programs funded or approved by the Department of Labor. The Contractor shall provide notice of these programs to the sources compiled under 7b above.

f. Disseminate the Contractor's EEO policy by providing notice of the policy to unions and training programs and requesting their cooperation in assisting the Contractor in meeting its EEO obligations; by including it in any policy manual and collective bargaining agreement; by publicizing it in the company newspaper, annual report, etc.;

by specific review of the policy with all management personnel and with all minority and female employees at least once a year; and by posting the company EEO policy on bulletin boards accessible to all employees at each location where construction work is performed.

g. Review, at least annually, the company's EEO policy and affirmative action obligations under these specifications with all employees having any responsibility for hiring, assignment, layoff, termination or other employment decisions including specific review of these items with onsite supervisory personnel such as Superintendents, General Foremen, etc., prior to the initiation of construction work at any job site. A written record shall be made and maintained identifying the time and place of these meetings, persons attending, subject matter discussed, and disposition of the subject matter.

h. Disseminate the Contractor's EEO policy externally by including it in any advertising in the news media, specifically including minority and female news media, and providing written notification to and discussing the Contractor's EEO policy with other Contractors and Subcontractors with whom the Contractor does or anticipates doing business.

i. Direct its recruitment efforts, both oral and written, to minority, female and community organizations, to schools with minority and female students and to minority and female recruitment and training organizations serving the Contractor's recruitment area and employment needs. Not later than one month prior to the date for the acceptance of applications for apprenticeship or other training by any recruitment source, the Contractor shall send written notification to organizations such as the above, describing the openings, screening procedures, and tests to be used in the selection process.

j. Encourage present minority and female employees to recruit other minority persons and women and, where reasonable, provide after school, summer and vacation employment to minority and female youth both on the site and in other areas of a Contractor's work force.

k. Validate all tests and other selection requirements where there is an obligation to do so under 41 CFR part 60-3.

l. Conduct, at least annually, an inventory and evaluation of all

minority and female personnel for promotional opportunities and encourage these employees to seek or to prepare for, through appropriate training, etc., such opportunities.

m. Ensure that seniority practices, job classifications, work assignments and other personnel practices, do not have a discriminatory effect by continually monitoring all personnel and employment related activities to ensure that the EEO policy and the Contractor's obligations under these specifications are being carried out.

n. Ensure that all facilities and company activities are nonsegregated except that separate or single-user toilet and necessary changing facilities shall be provided to assure privacy between the sexes.

o. Document and maintain a record of all solicitations of offers for subcontracts from minority and female construction contractors and suppliers, including circulation of solicitations to minority and female contractor associations and other business associations.

p. Conduct a review, at least annually, of all supervisors' adherence to and performance under the Contractor's EEO policies and affirmative action obligations.

8. Contractors are encouraged to participate in voluntary associations which assist in fulfilling one or more of their affirmative action obligations (7a through p). The efforts of a contractor association, joint contractor-union, contractor-community, or other similar group of which the contractor is a member and participant, may be asserted as fulfilling any one or more of its obligations under 7a through p of these Specifications provided that the contractor actively participates in the group, makes every effort to assure that the group has a positive impact on the employment of minorities and women in the industry, ensures that the concrete benefits of the program are reflected in the Contractor's minority and female workforce participation, makes a good faith effort to meet its individual goals and timetables, and can provide access to documentation which demonstrates the effectiveness of actions taken on behalf of the Contractor. The obligation to comply, however, is the Contractor's and failure of such a group to fulfill an obligation shall not be a defense for the Contractor's noncompliance.

9. A single goal for minorities and a separate single goal for women have been established. The Contractor, however, is required to provide equal employment opportunity and to take affirmative action for all minority groups, both male and female, and all women, both minority and non-minority. Consequently, the Contractor may be in violation of the Executive Order if a particular group is employed in a substantially disparate manner (for example, even though the Contractor has achieved its goals for women generally, the Contractor may be in violation of the Executive Order if a specific minority group of women is underutilized).

10. The Contractor shall not use the goals and timetables or affirmative action standards to discriminate against any person because of race, color, religion, sex, or national origin.

11. The Contractor shall not enter into any Subcontract with any person or firm debarred from Government contracts pursuant to Executive Order 11246.

12. The Contractor shall carry out such sanctions and penalties for violation of these specifications and of the Equal Opportunity Clause, including suspension, termination and cancellation of existing subcontracts as may be imposed or ordered pursuant to Executive Order 11246, as amended, and its implementing regulations, by the Office of Federal Contract Compliance Programs. Any Contractor who fails to carry out such sanctions and penalties shall be in violation of these specifications and Executive Order 11246, as amended.

13. The Contractor, in fulfilling its obligations under these specifications, shall implement specific affirmative action steps, at least as extensive as those standards prescribed in paragraph 7 of these specifications, so as to achieve maximum results from its efforts to ensure equal employment opportunity. If the Contractor fails to comply with the requirements of the Executive Order, the implementing regulations, or these specifications, the Director shall proceed in accordance with 41 CFR 60-4.8.

14. The Contractor shall designate a responsible official to monitor all employment related activity to ensure that the company EEO policy is being carried out, to submit reports relating to the provisions hereof as may be required by the Government and to keep records. Records shall at least include for each employee the name, address, telephone

numbers, construction trade, union affiliation if any, employee identification number when assigned, social security number, race, sex, status (e.g., mechanic, apprentice trainee, helper, or laborer), dates of changes in status, hours worked per week in the indicated trade, rate of pay, and locations at which the work was performed. Records shall be maintained in an easily understandable and retrievable form; however, to the degree that existing records satisfy this requirement, contractors shall not be required to maintain separate records.

15. Nothing herein provided shall be construed as a limitation upon the application of other laws which establish different standards of compliance or upon the application of requirements for the hiring of local or other area residents (e.g., those under the Public Works Employment Act of 1977 and the Community Development Block Grant Program).

(b) The notice set forth in 41 CFR 60-4.2 and the specifications set forth in 41 CFR 60-4.3 replace the New Form for Federal Equal Employment Opportunity Bid Conditions for Federal and Federally Assisted Construction published at 41 FR 32482 and commonly known as the Model Federal EEO Bid Conditions, and the New Form shall not be used after the regulations in 41 CFR part 60-4 become effective. [43 FR 49254, Oct. 20, 1978; 43 FR 51401, Nov. 3, 1978, as amended at 45 FR 65978, Oct. 3, 1980]

§60-4.4 Affirmative action requirements.

(a) To implement the affirmative action requirements of Executive Order 11246 in the construction industry, the Office of Federal Contract Compliance Programs previously has approved affirmative action programs commonly referred to as "Hometown Plans," has promulgated affirmative action plans referred to as "Imposed Plans" and has approved "Special Bid Conditions" for high impact projects constructed in areas not covered by a Hometown or an Imposed Plan. All solicitations for construction contracts made after the effective date of the regulations in this part shall include the notice specified in §60-4.2 of this part and the specifications in §60-4.3 of this part in lieu of the Hometown and Imposed Plans including the Philadelphia Plan and Special Bid Conditions. Until the [redacted] has issued an order pursuant to § [redacted] of this part establishing goals and timetables for

minorities in the appropriate geographical areas or for a project covered by Special Bid Conditions, the goals and timetables for minorities to be inserted in the Notice required by 41 CFR 60-4.2 shall be the goals and timetables contained in the Hometown Plan, Imposed Plan or Special Bid Conditions presently covering the respective geographical area or project involved.

(b) Signatories to a Hometown Plan (including heavy highway affirmative action plans) shall have 45 days from the effective date of the regulations in this part to submit under such a Plan (for the director's approval) goals and timetables for women and to include female representation on the Hometown Plan Administrative Committee. Such goals for female representation shall be at least as high as the goals established for female representation in the notice issued pursuant to 41 CFR 60-4.6. Failure of the signatories, within the 45-day period, to include female representation and to submit goals for women or a new plan, as appropriate, shall result in an automatic termination of the Office of Federal Contract Compliance Program's approval of the Hometown Plan. At any time the Office of Federal Contract Compliance Programs terminates or withdraws its approval of a Hometown Plan, or when the plan expires and another plan is not approved, the contractors signatory to the plan shall be covered automatically by the specifications set forth in §60-4.3 of this part and by the goals and timetables established for that geographical area pursuant to §60-4.6 of this part.

§60-4.5 Hometown plans.

(a) A contractor participating, either individually or through an association, in an approved Hometown Plan (including heavy highway affirmative action plans) shall comply with its affirmative action obligations under Executive Order 11246 by complying with its obligations under the plan: *Provided*, That each contractor or subcontractor participating in an approved plan is individually required to comply with the equal opportunity clause set forth in 41 CFR 60-1.4; to make a good faith effort to achieve the goals for each trade participating in the plan in which it has employees; and that the overall good performance by other contractors or subcontractors toward a goal in an approved plan does not excuse any covered contractor's or subcontractor's failure to take good faith efforts to achieve the plan's goals and timetables. If a

contractor is not participating in an approved Hometown Plan it shall comply with the specifications set forth in §60-4.3 of this part and with the goals and timetables for the appropriate area as listed in the notice required by 41 CFR 60-4.2 with regard to that trade. For the purposes of this part 60-4, a contractor is not participating in a Hometown Plan for a particular trade if it:

(1) Ceases to be signatory to a Hometown Plan covering that trade;

(2) Is signatory to a Hometown Plan for that trade but is not party to a collective bargaining agreement for that trade;

(3) Is signatory to a Hometown Plan for that trade but is party to a collective bargaining agreement with labor organizations which are not or cease to be signatories to the same Hometown Plan for that trade;

(4) Is signatory to a Hometown Plan for that trade but is party to a collective bargaining agreement with a labor organization for that trade but the two have not jointly executed a specific commitment to minority and female goals and timetables and incorporated the commitment in the Hometown Plan for that trade;

(5) Is participating in a Hometown Plan for that trade which is no longer acceptable to the Office of Federal Contract Compliance Programs;

(6) Is signatory to a Hometown Plan for that trade but is party to a collective bargaining agreement with a labor organization for that trade and the labor organization and the contractor have failed to make a good faith effort to comply with their obligations under the Hometown Plan for that trade.

(b) Contractors participating in Hometown Plans must be able to demonstrate their participation and document their compliance with the provision of the Hometown Plan. [43 FR 49254, Oct. 20, 1978; 43 FR 51401, Nov. 3, 1978]

§60-4.6 Goals and timetables.

The Director, from time to time, shall issue goals and timetables for minority and female utilization which shall be based on appropriate workforce, demographic or other relevant data and which shall cover construction projects or construction contracts performed in specific geographical areas. The goals, which shall be applicable to each construction trade in a covered contractor's or subcontractor's entire

workforce which is working in the area covered by the goals and timetables, shall be published as notices in the FEDERAL REGISTER, and shall be inserted by the contracting officers and applicants, as applicable, in the Notice required by 41 CFR 60-4.2. Covered construction contractors performing construction work in geographical areas where they do not have a Federal or federally assisted construction contract shall apply the minority and female goals established for the geographical area where the work is being performed. [45 FR 65978, Oct. 3, 1980].

§60-4.7 Effect on other regulations.

The regulations in this part are in addition to the regulations contained in this chapter which apply to construction contractors and subcontractors generally. See particularly, 41 CFR 60-1.4 (a), (b), (c), (d), and (e); 60-1.5; 60-1.7; 60-1.8; 60-1.26; 60-1.29; 60-1.30; 60-1.32; 60-1.41; 60-1.42; 60-1.43; and 41 CFR part 60-3; part 60-20; part 60-30; part 60-40; and part 60-50.

§60-4.8 Show cause notice.

If an investigation or compliance review reveals that a construction contractor or subcontractor has violated the Executive order, any contract clause, specifications or the regulations in this chapter and if administrative enforcement is contemplated, the Director shall issue to the contractor or subcontractor a notice to show cause which shall contain the items specified in paragraphs (i) through (iv) of 41 CFR 60-2.2(c)(1). If the contractor does not show good cause within 30 days, or in the alternative, fails to enter an acceptable conciliation agreement which includes where appropriate, make up goals and timetables, back pay, and seniority relief for affected class members, the OFCCP shall follow the procedure in 41 CFR 60-1.26(b): *Provided*, That where a conciliation agreement has been violated, no show cause notice is required prior to the initiation of enforcement proceedings. [43 FR 49254, Oct. 20, 1978; 43 FR 51401, Nov. 3, 1978]

§60-4.9 Incorporation by operation of the order.

By operation of the order, the equal opportunity clause contained in §60-1.4, the Notice of Requirement for Affirmative Action to Ensure Equal Employment Opportunity (Executive Order 11246) contained in §60-4.2, Standard Federal Equal Employment Opportunity Construction Contract Specifications

(Executive Order 11246) contained in §60-4.3 shall be deemed to be a part of every solicitation or of every contract and subcontract, as appropriate, required by the order and the regulations in this chapter to include such clauses whether or not they are physically incorporated in such solicitation or contract and whether or not the contract is written.

Appendix B-80

A new Appendix B-80 is hereby issued as set forth below which shall become effective on November 3, 1980. Until further notice, the following goals for minority utilization in each construction craft and trade shall be included in all Federal or federally assisted construction contracts and subcontracts in excess of \$10,000 to be performed in the respective geographical areas. The goals are applicable to each nonexempt contractor's total onsite construction workforce, regardless of whether or not part of that workforce is performing work on a Federal, Federally assisted or nonfederally related project contract or subcontract.

Construction contractors which are participating in an approved Hometown Plan (see 41 CFR 60-4.5) are required to comply with the goals of the Hometown Plan with regard to construction work they perform in the area covered by the Hometown Plan. With regard to all their other covered construction work, such contractors are required to comply with the applicable SMSA or EA goal contained in this appendix B-80.

Missouri:

105 Kansas City, MO:

SMSA Counties:

3760 Kansas City, MO-KS	12.7
KS Johnson; KS Wayandotte; MO Cass; MO Clay; MO Jackson; MO Platte; MO Ray.	
4150 Lawrence, KS	7.2
7000 St Joseph, MO	3.2
MO Andrew; MO Buchanan.	

Non-SMSA Counties

	10.0
KS Anderson; KS Atchison; KS Brown; KS Doniphan; KS Franklin; KS Leavenworth; KS Linn; KS Miami; MO Atchison; MO Bates; MO Benton; MO Caldwell; MO Carroll; MO Clinton; MO Daviess; MO Dekalb; MO Gentry; MO Grundy; MO Harrison; MO Henry; MO Holt; MO Johnson; MO Lafayette; MO Livingston; MO Mercer; MO Nodaway; MO Pettis; MO Saline; MO Worth.	

106 Columbia, MO:

SMSA Counties:

1740 Columbia, MO; MO Boone	6.3
Non-SMSA Counties	4.0

MO Adair; MO Audrain; MO Callaway; MO Camden; MO Chariton; MO Cole; MO Cooper; MO Howard; MO Knox; MO Linn; MO Macon; MO Miller; MO Moniteau; MO Monroe; MO Morgan; MO Osage; MO Putnam; MO Randolph; MO Schuyler; MO Scotland; MO Shelby; MO Sullivan.

107 St. Louis, MO:

SMSA Counties:

7040 St. Louis, MO-IL	14.7
IL Clinton; IL Madison; IL Monroe; IL St. Clair; MO Franklin; MO Jefferson; MO St. Charles; MO St. Louis; MO St. Louis City.	

Non-SMSA Counties

	11.4
IL Alexander; IL Bond; IL Calhoun; IL Clay; IL Effingham; IL Fayette; IL Franklin; IL Greene; IL Jackson; IL Jasper; IL Jefferson; IL Jersey; IL Johnson; IL Macoupin; IL Marion; IL Montgomery; IL Perry; IL Pulaski; IL Randolph; IL Richland; IL Union; IL Washington; IL Wayne; IL Williamson; MO Bollinger; MO Butler; MO Cape Girardeau; MO Carter; MO Crawford; MO Dent; MO Gasconade; MO Iron; MO Lincoln; MO Madison; MO Maries; Mississippi; MO Montgomery; MO Perry; MO Phelps; MO Reynolds; MO Ripley; MO St. Francis; MO Ste. Genevieve; MO Scott; MO Stoddard; MO Warren; MO Washington; MO Wayne.	

108 Springfield, MO:

SMSA Counties:

7920 Springfield, MO	2.0
MO Christian; MO Greene.	

Non-SMSA Counties

	2.3
KS Allen; KS Bourbon; KS Cherokee; KS Crawford; KS Labette; KS Montgomery; KS Neosho; KS Wilson; KS Woodson; MO Barry; MO Barton; MO Cedar; MO Dade; MO Dallas; MO Douglas; MO Hickory; MO Howell; MO Jasper; MO Laclede; MO Lawrence; MO McDonald; MO Newton; MO Oregon; MO Ozark; MO Polk; MO Pulaski; MO St. Clair; MO Shannon; MO Stone; MO Taney; MO Vernon; MO Webster; MO Wright; OK Craig; OK Ottawa.	

**CERTIFICATION OF BIDDER
REGARDING EQUAL EMPLOYMENT OPPORTUNITY
INSTRUCTIONS**

This certification is required pursuant to Executive Order 11246 (30 F. R. 12319-25). The implementing rules and regulations provide that any bidder or prospective contractor, or any of their proposed subcontractors, shall state as an initial part of the bid or negotiations of the contract whether it has participated in any previous contract or subcontract subject to the equal opportunity clause, and, if so, whether it has filed all compliance reports due under applicable instructions.

Where the certification indicates that the bidder has not filed a compliance report due under applicable instructions, such bidder shall be required to submit a compliance report within seven calendar days after bid opening. No contract shall be awarded unless such report is submitted.

CERTIFICATION BY BIDDER

NAME AND ADDRESS OF BIDDER (Include ZIP Code):

Bidder has participated in a previous contract or subcontract subject to the Equal Opportunity Clause.

YES NO

Compliance reports were required to be filed in connection with such contract or subcontract.

YES NO

Bidder has filed all compliance reports due under applicable instructions.

YES NO

Have you ever been or are you being considered for sanction due to violation of Executive Order 11246, as amended?

YES NO

NAME AND TITLE OF SIGNER (Please type):

Denice M. Burks President

STOCKMAN CONST. CORP.
2021 IDLEWOOD RD.
JEFFERSON CITY, MO 65109

SIGNATURE

10-10-19
DATE

STOCKMAN CONST. CORP.
2021 IDLEWOOD RD.
JEFFERSON CITY, MO 65109

Missouri Bulletin 1780-26
Attachment I-CDBG
June 6, 2014
Page 2

**CERTIFICATION OF BIDDER
REGARDING SECTION 3 AND SEGREGATED FACILITIES**

Stockman Construction Corp.
Name of Prime Contractor

Harrison Ave and Garfield Ave
Street Project
Project Name & Number

The undersigned hereby certifies that:

- 1. Section 3 provisions are included in the Contract.

A written Section 3 plan was prepared and submitted as part of the bid proceedings (if bid equals or exceeds \$100,000).

No segregated facilities will be maintained.

Name

Denise M. Burks President

Name & Title of Signer (Print or Type):

Denise M Burks
Signature

10-10-19
Date

**INFORMATION REGARDING
THE USE OF MINORITY AND WOMEN'S BUSINESS ENTERPRISES
(MBE/WBE)**

**Procedures for Implementation of 40 CFR Part 31.136(e)
(Minority Business Enterprise/Women's Business Enterprise)**

Each bidder must fully comply with the requirements, terms, and conditions of the Federal policy to award a fair share of subagreements to minority and women's businesses. The bidder commits itself to taking affirmative actions contained herein, prior to submission of bids or proposals.

Affirmative Actions

1. When feasible, segmenting total work requirements to permit maximum MBE/WBE participation.

Assuring that MBEs and WBEs are solicited whenever they are potential sources of goods or services. This activity may include:

- a. Sending letters or making other personal contacts with MBEs and WBEs (contact CDBG for website information) or other MBE/WBEs known to the bidder. MBEs and WBEs should be contacted when other potential subcontractors are contacted, within reasonable time (fifteen days) prior to bid submission or closing date for receipt of initial offers. Those letters or other contacts should communicate the following:
 - i. Specific description of the work to be subcontracted;
 - ii. How and where to obtain a copy of plans and specifications or other detailed information needed to prepare a detailed price quotation;
 - iii. Date quotation is due to the bidder;
 - iv. Name, address, and phone number of the person in the bidder's firm whom the prospective MBE/WBE subcontractor should contact for additional information.
- b. Sending letters or making other personal contacts with local, state, Federal, and private agencies and MBE/WBE associations relevant to the project. Such contacts should provide the same information provided in the direct contacts to MBE and WBE firms.

Establishing delivery schedules, if feasible, which will encourage participation by MBEs and WBEs.

Determination of Compliance

It is to be noted that bidders must demonstrate compliance with MBE/WBE requirements to be deemed responsible. Demonstration of compliance shall include, but is not limited to, the following information:

1. Names, addresses, and phone numbers of MBE/WBEs expected to perform work;

Work to be performed by the MBEs and WBEs;

Aggregate dollar amount of work to be performed by MBEs and WBEs, showing aggregate to MBEs and aggregate to WBEs separately;

Description of contacts to MBE and WBE organizations, agencies, and associates which serve MBE/WBEs, including names of organizations, agencies, and associations, and date of contacts;

Description of contacts to MBEs and WBEs, including number of contacts, fields, (i.e. equipment or material supplier, excavators, transport services, electrical subcontractors, plumbers, etc.) and date of contacts.

To demonstrate compliance, all bidders must complete the following Minority and Women's Business Enterprise Utilization Worksheet and submit it to the Owner with their bid.

This form to be submitted with Bid:

MINORITY AND WOMEN'S BUSINESS ENTERPRISE UTILIZATION WORKSHEET

Grant Applicant City of Merary

Project Number Harrison and Gertrude Ave Street Pk.

Contractor/Engineer Stockman Construction Corp.

Address, City, State, and Zip 2021 Industrial Rd, Jefferson City MO 65109

Contact Person Devise Burks Telephone No 573 635 1316

Amount of Contract 997,504, MBE Percentage 27% WBE Percentage: _____

1. MBE Subcontractor Keith Contracting LLC

WBE _____ Address, City, State, Zip 1906 Old US 40 Columbia MO

Contact Person Bryce Jones

Amount of Subcontract 7500.- Tax ID Number _____

Scope Of Work Traffic Control

2. MBE _____ Subcontractor _____

WBE _____ Address, City, State, Zip _____

Contact Person _____

Amount of Subcontract _____ Tax ID Number _____

Scope Of Work _____

3. MBE _____ Subcontractor _____

WBE _____ Address, City, State, Zip _____

Contact Person _____

Amount of Subcontract _____ Tax ID Number _____

Scope Of Work _____

CERTIFICATE OF CONTEMPLATED MINORITY, WOMEN, AND SECTION 3 HIRES AND BUSINESS UTILIZATION

The undersigned makes this affidavit with full knowledge that its contents will be used in the expenditure of funds provided by the United States Government. Under penalty of perjury, he/she hereby states:

Section 3 Status

I am the (owner, partner, officer, representative, or agent) of Stoddard Construction Corp., the Bidder that has submitted the attached Bid; and whose business concern is:

- 51 percent or more owned by Section 3 residents; or
- Has permanent, full-time employees, at least 30 percent of whom are currently Section 3 residents, or were Section 3 residents within three (3) years of the date of first employment with the business concern; or
- None of the above; no Section 3 preference claimed.

Subcontractors

- I will be utilizing subcontractors or suppliers.
- I will not be utilizing subcontractors or suppliers.

If subcontractors or supplies will be utilized, please list all Minority, Women, and Section 3 firms or suppliers that were contacted or that will be utilized for this activity. Use additional sheets if necessary.

Subcontractor Keith Contracting LLC MBE WBE Section 3
 Address 1906 Old US 40 Columbia MO Bid Amount 7500.00

Trade or Supplier Supplier / Some Trade

Bid Accepted: Yes No If No, explain: _____

Subcontractor Crockett Engineering Consultants MBE WBE Section 3
 Address 1000 W Nitong Building 1 Columbia MO Bid Amount 5600.00

Trade or Supplier Survey Trade

Bid Accepted: Yes No If No, explain: _____

Subcontractor Capital Paving MBE WBE Section 3
 Address 1591 E. prathersville Columbia MO Bid Amount 42340.00

Trade or Supplier Asphalt Trade

Bid Accepted: Yes No If No, explain: _____

Subcontractor _____ MBE WBE Section 3
 Address _____ Bid Amount _____

Trade or Supplier _____

Bid Accepted: Yes No If No, explain: _____

Subcontractor _____ MBE WBE Section 3
 Address _____ Bid Amount _____

Trade or Supplier _____

Bid Accepted: Yes No If No, explain: _____

Section 3: Hiring of Additional Workers

I will be hiring additional workers to complete this activity.

I will not be hiring additional workers to complete this activity.

Listed below are the Section 3 employment opportunities which are herein incorporated and made part of the contract's bid documentation. If new positions will be filled, please complete:

Occupation	Needed	To Be Hired	Apprentices*	Trainees*
Carpenters				
Electricians				
Power Equipment Operations	2	0		
Ironworkers	1	0		
Laborers	3	0		
Plumbers/Pipefitters	3	0		
Masons				
Truck Drivers	1	0		
Office/Clerical	1	0		
Other:				
Other:				

*Attach copies of program and apprentice certifications by the Missouri or U.S. Bureau of Apprenticeship and Training.

IF NEW POSITIONS WERE FILLED, PLEASE COMPLETE AT END OF CONSTRUCTION:

Occupation	Needed	To Be Hired	Apprentices*	Trainees*
Carpenters				
Electricians				
Power Equipment Operations				
Ironworkers				
Laborers				
Plumbers/Pipefitters				
Masons				
Truck Drivers				
Office/Clerical				
Other:				
Other:				

Certification

In Witness Whereof, Contractor has executed his certificate this 10th day of OCTOBER, 20 19.

Contractor Name Stockman Construction Corp.

Federal ID 20-2600105 DUNS 029811106

Signature of Authorized Agent *Denice m Burks*

Printed Name Denice m BURKS Date 10-10-19

STATE OF MISSOURI))ss
COUNTY OF COLE)

AFFIDAVIT
(as required by Section 285.530, Revised Statutes of Missouri)

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

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

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

KNOWINGLY: A person acts knowingly or with knowledge,

- (a) with respect to the person's conduct or to attendant circumstances when the person is aware of the nature of the person's conduct or that those circumstances exist; or
- (b) with respect to a result of the person's conduct when the person is aware that the person's conduct is practically certain to cause that result.

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

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

1. My name is Denice M Burks and I am currently the President of Stuckman Construction Corp (hereinafter "Contractor"), whose business address is 2021 Idlewood Rd, J.C, MO 65109 "and I am authorized to make this Affidavit.

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

3. Contractor is enrolled in and participates in a federal work authorization program with respect to the employees working in connection with the following services contracted between Contractor and

City of Moberly

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

5. Attached hereto is documentation affirming Contractor's enrollment and participation in a federal work authorization program with respect to the employees working in connection with the contracted services.

Further, Affiant sayeth not.

Affiant

Dennis M. Dine
President

Subscribed and sworn to before me this 10th day of October, 2019.

Commission # 13450788

Jna Whittle

JOYCE WHITTLE
Notary Public - Notary Seal
STATE OF MISSOURI
Cole County
Commission # 13450788
My Commission Expires: 2-19-2021



101 West Reed Street Moberly, Missouri 65270-1551
Phone: (660) 269-8705
Fax: (660) 269-8171

City Hall
660-263-4420

City Manager
660-269-8705
x2062

City Clerk
660-269-8705
x2053

Code Enforcement/
Building Inspection
660-269-8705
x2038

Community
Development
660-269-8705
x2044

Finance
660-269-8705
x2037

Fire Non-Emergency
660-263-0346

Fire Emergency
911

Parks & Recreation
660-269-8705
X2040

Personnel/
Purchasing
660-269-8705
x2070

Police Non-
Emergency
660-263-0346

Police Emergency
911

Public Works
660-269-8705
x2044

Sanitation/
Street Maintenance
660-269-9450

Utility Billing
660-263-4420

Water/
Wastewater
660-269-8705
x2046

October 28, 2019

To Whom It May Concern;

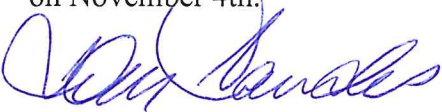
We have received bids from four contractors for the scope of work for Harrison and Garfield in Moberly. As you can see from the attached bid tabs, three of the contractors were fairly close in their total bid (Base + Alternates), where Fisher was roughly \$150K lower. We have not worked with Fisher before or even heard of them, but initial concerns were;

1. The Contractor's bid bond is in the name of Fischer Grading, LLC. The address listed is the address of the CPA that signed the cover letter for the financials. The CPA's address on the letter for Fischer Ag LLC is 23590 County Road 137 Kahoka, MO. When I googled the Cherry Hill address in Columbia, Ms. Krueger's name is on the building, not the contractor.
2. The financials are prepared as being for Fischer Ag LLC, not Fischer Grading, LLC. There is no explanation or documentation regarding financials for Fischer Grading, LLC. There is only one year of financials included for Fischer Ag, LLC. The Fischer Ag LLC Statement of Assets, Liabilities and Equity lists a value for construction equipment of \$161,000. The list of equipment provided would seem to be worth more than the value in the financials. The financials indicate a net loss in 2018 of \$113,911. Their current liabilities total more than \$500,000.
3. The Fischer Excavating partnership was formed on 1-20-19, but the current experience form is listing relevant experience prior to this date. Experience since the formation of the company is only stormwater related. The Safety Program (section 12) lists historical work comp claims from 2015 forward. How can this be if the company was formed in 2019?
4. No previous experience is listed on Schedule B.
5. Equipment listed: since the financial is listed for Fischer Ag, is the equipment owned by the Ag company or the Excavating company?

After checking with some of the references, we found that some of the jobs and associated paperwork was slow to be submitted and in some cases did need to be re-submitted for acceptance which could lead to project delays, and that the waterline work completed was for a rural area vs. dense neighborhoods like this project would be.

Due to all of these factors, and the job starting in the fall, the extra inspection that we would require and the concern that this job would drag out further than would be anticipated has led staff to recommend Willis Brothers for the project.

Staff would like to make this recommendation to City Council to consider it for approval on November 4th.



Tom Sanders
Director, Community Development
City of Moberly
101 W. Reed St.
Moberly, MO 65270
Ph: (660) 269-7644
Fax: (660) 269-8171

City of Moberly City Council Agenda Summary

Agenda Number: _____ #4.
 Department: Public Utilities
 Date: November 4, 2019

Agenda Item: An Ordinance Authorizing The City Manager To Execute A Cooperative Agreement For Site Access/Permission To Enter Property With Orbco, Inc

Summary: ORBCO has requested permission to access two segments of the city sewer line near ORBCO Inc, Facility to perform water jetting and photographing/videoing by a subcontractor. These activities are necessary for ORBCO to collect environmental information to regulatory compliance.

Recommended

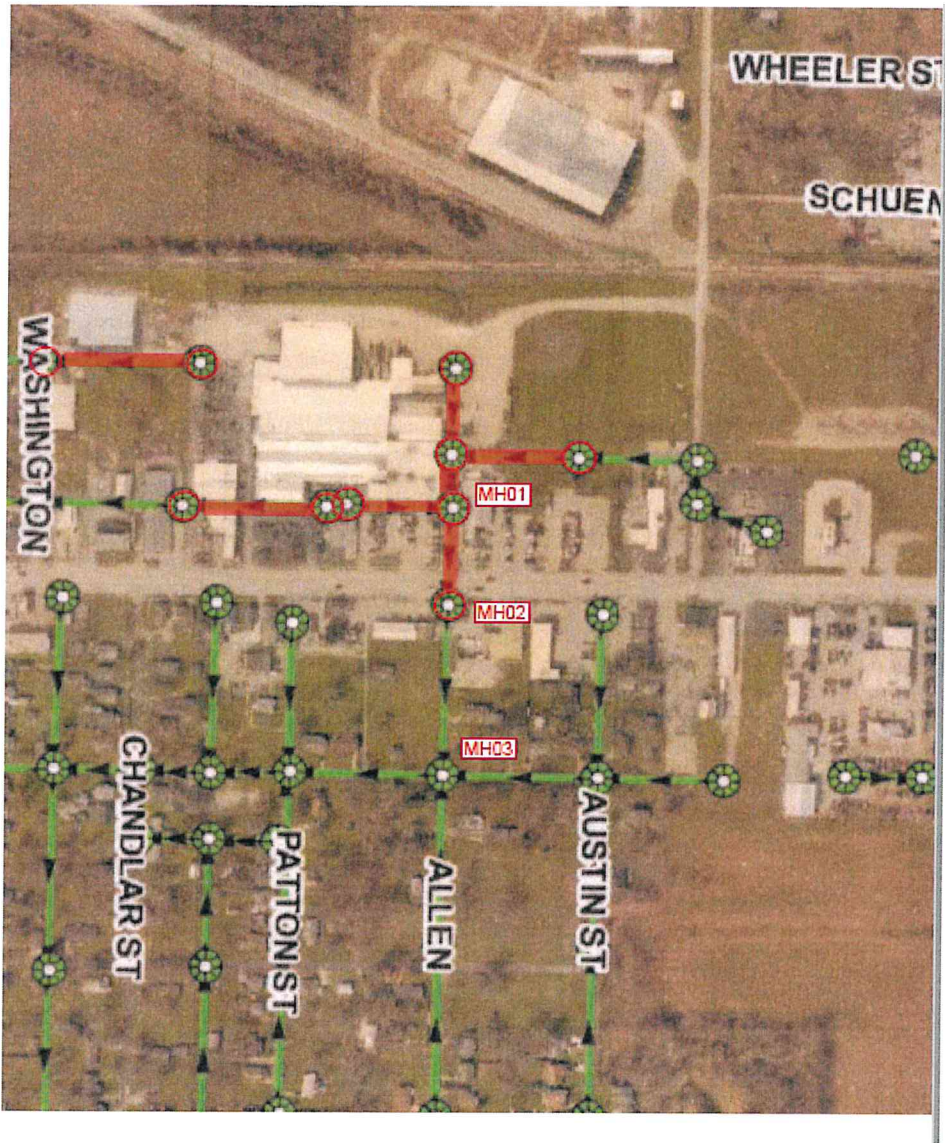
Action: Accept the Ordinance and Authorize the Work

Fund Name: N/A

Account Number: N/A

Available Budget \$: N/A

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



Cooperative Agreement for Site Access/Permission to Enter Property

This Site Access Agreement (“Agreement”) is made by and between the City of Moberly (“Owner”), and Orbco, Inc. (Orbco) regarding the Owner’s property located at in close proximity to the Orbco facility located at 1177 Morley Street (“Site”). The ORBCO requests permission to enter the Site for the exclusive purposes of conducting TCE environmental investigation activities. The site is comprised of sewer lines and city owned utility right-of-ways within the area shown on Figure 1.

1. Owner hereby gives permission to the ORBCO’s agents or assigns (including, but not limited to, ORBCO employees, authorized environmental consultants and/or contractors, or other designees authorized by the ORBCO (collectively, “Authorized Parties”) to enter upon the Site to perform investigation activities at the Site. This permission is effective immediately upon the execution of this Agreement by Owner and the ORBCO.
2. The permission granted by Owner under this Agreement is contemplated to be used for the following activities that may be performed by Authorized Parties:
 - a. Perform water jetting of two segments of the City sewer line in proximity to the ORBCO facility. After jetting, these sewer line segments will be photographed and video recorded by a CCTV camera. These two segments are identified on the attached map. Sewer jetting and CCTV camera activities will be performed by Orbco’s subcontractor 06 Environmental Services of St. Louis and ODESCO Industrial Services of South Roxana, Illinois inspection.
 - b. Disclosure of environmental information as required by law.
3. Upon completion of the investigation, Authorized Parties will restore the property as near as practicable to its condition immediately prior to the commencement of such activities.
4. The granting of this permission by the Owner is not intended, nor should it be construed, as an admission of liability on the part of the Owner or the Owner’s successors and assigns for any contamination discovered on the Site.
5. Authorized Parties may enter the Site during normal business hours and may also make special arrangements to enter the Site at other times after agreement from the Owner.
6. Authorized Parties shall enter upon the Site at their own risk, and Owner shall not be held responsible or liable for injury, damage, or loss incurred by any Authorized Party arising out of or in connection with activities under this Agreement.
7. Each Authorized Party severally hereby indemnifies and holds Owner harmless from any and all claims or causes of action arising out of or related to the acts or omissions of said Authorized Party in connection with the performance of activities under this Agreement.

8. OrbcO will supply to Owner all information derived from the environmental investigation conducted at the Site. ORBCO may use such information for any purpose at the ORBCO's sole discretion. Information will be held in confidence except as instructed by the Owner, MDNR, or as required by law.

9. In exercising its access privileges, Authorized Parties will take reasonable steps not to interfere with the Owner's operations or other property owners on the Site or connected to sewers being inspected.

10. Authorized Parties will give notice to the Owner at least one (1) week in advance of the start of field activities on the Site.

11. Any party to this Agreement may terminate this Agreement by giving one (1) week advanced written notice, or all parties may terminate the Agreement at any time by written agreement.

12. This Agreement shall expire on March 1, 2020 unless an extension is granted in writing by Owner.

13. Material removed from the sewer may be disposed of at the City's dewatering site if testing meets requirements for disposal at the Advanced Landfill.

City of Moberly

Brian Crane, City Manager
101 West Reed Street
Moberly, Missouri 65270
660-269-7659

Date

OrbcO, Inc.

_____, Title

Date

BILL NO. _____

ORDINANCE NO. _____

AN ORDINANCE AUTHORIZING THE CITY MANAGER TO EXECUTE A COOPERATIVE AGREEMENT FOR SITE ACCESS/PERMISSION TO ENTER PROPERTY WITH ORBCO, INC.

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

SECTION ONE: OrbcO, Inc., has requested permission to access to two segments of the city sewer line near the OrbcO, Inc., facility to perform water jetting and photographing/videoing by a subcontractor.

SECTION TWO: The activities to be performed by OrbcO, Inc., are necessary to collect environmental information for regulatory compliance.

SECTION THREE: Attached hereto and incorporated herein is a Cooperative Agreement which authorizes Brian Crane to execute the Agreement on behalf of the City.

SECTION FOUR: 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.

PASSED AND ADOPTED by the Council of the City of Moberly, Missouri, this 4th day of November, 2019.

ATTEST:

Presiding Officer at Meeting

City Clerk

City of Moberly City Council Agenda Summary

Agenda Number: #5.
 Department: Community Development
 Date: November 4, 2019

Agenda Item: An Ordinance Repealing Ordinance No. 9543 And Accepting The Bid Of Willis Bros., Inc. And Authorizing Contracting For The Harrison Ave And Garfield Ave CDBG Infrastructure Project.

Summary: The City was required to rebid the project, so a second advertisement was placed. Four (4) bids were received and opened on October 10, 2019. The Willis Bros. Inc. bid, in judgment of the staff was the lowest responsible bid.

Attached is the letter explaining staff's recommendation accepting the Willis Bros. Inc. bid.

Recommended

Action: Approve this ordinance.

Fund Name: CDBG Infrastructure Improvements

Account Number: 600.178.5408

Available Budget \$: 297,000.00

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

BILL NO. _____

ORDINANCE NO. _____

AN ORDINANCE REPEALING ORDINANCE NO. 9543 AND ACCEPTING THE BID OF WILLIS BROS., INC. AND AUTHORIZING CONTRACTING FOR THE HARRISON AVE AND GARFIELD AVE CDBG INFRASTRUCTURE PROJECT.

WHEREAS, Ordinance No. 9543 was adopted on September 3, 2019, granting this project to Willis Bros. Inc.; however, the project was required to be rebid; and

WHEREAS, staff published a second Advertisement for Bids for the Harrison Ave and Garfield Ave Street Project; and

WHEREAS, four bids were received and opened on October 10, 2019; and

WHEREAS, the Willis Bros. Inc., bid of \$992,911.00 with Alternate A of \$119,236.00 and Alternate B of \$123,770.00 was, in the judgment of city staff, the lowest responsible bid; and

WHEREAS, upon acceptance of the bids contract(s) will be prepared for execution of the project.

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

SECTION ONE. Ordinance 9543 is hereby repealed.

SECTION TWO. That the bids of Willis Bros., Inc., in the amounts of \$992,911.00 Base bid, \$119,236.00 Alternate A bid and \$123,770.00 .00 Alternate B bid are hereby accepted as the lowest responsible bids.

SECTION THREE. That the City Manager or his designee is hereby directed to prepare and execute a contract(s) consistent with the bid documents and the accepted bids with Willis Bros., Inc.

SECTION FOUR. That this ordinance will be in full force and effect upon passage by the City Council.

PASSED AND ADOPTED this 4th day of November, 2019, by the Council of the City of Moberly, Missouri.

Presiding Officer at Meeting

ATTEST:

City Clerk

101 West Reed Street Moberly, Missouri 65270-1551

Phone: (660) 269-8705

Fax: (660) 269-8171

City Hall
660-263-4420City Manager
660-269-8705
x2062City Clerk
660-269-8705
x2053Code Enforcement/
Building Inspection
660-269-8705
x2038Community
Development
660-269-8705
x2044Finance
660-269-8705
x2037Fire Non-Emergency
660-263-0346Fire Emergency
911Parks & Recreation
660-269-8705
x2040Personnel/
Purchasing
660-269-8705
x2070Police Non-
Emergency
660-263-0346Police Emergency
911Public Works
660-269-8705
x2044Sanitation/
Street Maintenance
660-269-9450Utility Billing
660-263-4420Water/
Wastewater
660-269-8705
x2046

October 28, 2019

To Whom It May Concern;

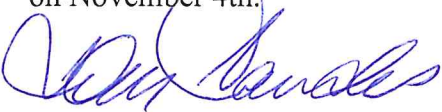
We have received bids from four contractors for the scope of work for Harrison and Garfield in Moberly. As you can see from the attached bid tabs, three of the contractors were fairly close in their total bid (Base + Alternates), where Fisher was roughly \$150K lower. We have not worked with Fisher before or even heard of them, but initial concerns were;

1. The Contractor's bid bond is in the name of Fischer Grading, LLC. The address listed is the address of the CPA that signed the cover letter for the financials. The CPA's address on the letter for Fischer Ag LLC is 23590 County Road 137 Kahoka, MO. When I googled the Cherry Hill address in Columbia, Ms. Krueger's name is on the building, not the contractor.
2. The financials are prepared as being for Fischer Ag LLC, not Fischer Grading, LLC. There is no explanation or documentation regarding financials for Fischer Grading, LLC. There is only one year of financials included for Fischer Ag, LLC. The Fischer Ag LLC Statement of Assets, Liabilities and Equity lists a value for construction equipment of \$161,000. The list of equipment provided would seem to be worth more than the value in the financials. The financials indicate a net loss in 2018 of \$113,911. Their current liabilities total more than \$500,000.
3. The Fischer Excavating partnership was formed on 1-20-19, but the current experience form is listing relevant experience prior to this date. Experience since the formation of the company is only stormwater related. The Safety Program (section 12) lists historical work comp claims from 2015 forward. How can this be if the company was formed in 2019?
4. No previous experience is listed on Schedule B.
5. Equipment listed: since the financial is listed for Fischer Ag, is the equipment owned by the Ag company or the Excavating company?

After checking with some of the references, we found that some of the jobs and associated paperwork was slow to be submitted and in some cases did need to be re-submitted for acceptance which could lead to project delays, and that the waterline work completed was for a rural area vs. dense neighborhoods like this project would be.

Due to all of these factors, and the job starting in the fall, the extra inspection that we would require and the concern that this job would drag out further than would be anticipated has led staff to recommend Willis Brothers for the project.

Staff would like to make this recommendation to City Council to consider it for approval on November 4th.



Tom Sanders
Director, Community Development
City of Moberly
101 W. Reed St.
Moberly, MO 65270
Ph: (660) 269-7644
Fax: (660) 269-8171

ARTICLE 1 – BID RECIPIENT

1.01 This Bid is submitted to:

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

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

ARTICLE 2 – BIDDER’S ACKNOWLEDGEMENTS

2.01 Bidder accepts all of the terms and conditions of the Instructions to Bidders, including without limitation those dealing with the disposition of Bid security. This Bid will remain subject to acceptance for ~~60~~ 90 days after the Bid opening, or for such longer period of time that Bidder may agree to in writing upon request of Owner.

ARTICLE 3 – BIDDER’S REPRESENTATIONS

3.01 In submitting this Bid, Bidder represents that:

A. Bidder has examined and carefully studied the Bidding Documents, and any data and reference items identified in the Bidding Documents, and hereby acknowledges receipt of the following Addenda:

<u>Addendum No.</u>	<u>Addendum, Date</u>
<u>1</u>	<u>10.2.19</u>
_____	_____
_____	_____

B. Bidder has visited the Site, conducted a thorough, alert visual examination of the Site and adjacent areas, and become familiar with and satisfied itself as to the general, local, and Site conditions that may affect cost, progress, and performance of the Work.

C. Bidder is familiar with and has satisfied itself as to all Laws and Regulations that may affect cost, progress, and performance of the Work.

~~D. Bidder has carefully studied all: (1) reports of explorations and tests of subsurface conditions at or adjacent to the Site and all drawings of physical conditions relating to existing surface or subsurface structures at the Site that have been identified in the Supplementary Conditions, especially with respect to Technical Data in such reports and drawings, and (2) reports and drawings relating to Hazardous Environmental Conditions, if any, at or adjacent to the Site that have been identified in the Supplementary Conditions, especially with respect to Technical Data in such reports and drawings.~~

E. Bidder has considered the information known to Bidder itself; information commonly known to contractors doing business in the locality of the Site; information and observations obtained from visits to the Site; the Bidding Documents; and any Site-related reports and drawings identified in the Bidding Documents, with respect to the effect of such information, observations, and documents on (1) the cost, progress, and performance of the Work; (2) the means, methods, techniques, sequences, and procedures of construction to be employed by Bidder; and (3) Bidder’s safety precautions and programs.

- F. Bidder agrees, based on the information and observations referred to in the preceding paragraph, that no further examinations, investigations, explorations, tests, studies, or data are necessary for the determination of this Bid for performance of the Work at the price bid and within the times required, and in accordance with the other terms and conditions of the Bidding Documents.
- G. Bidder is aware of the general nature of work to be performed by Owner and others at the Site that relates to the Work as indicated in the Bidding Documents.
- H. Bidder has given Engineer written notice of all conflicts, errors, ambiguities, or discrepancies that Bidder has discovered in the Bidding Documents, and confirms that the written resolution thereof by Engineer is acceptable to Bidder.
- I. The Bidding Documents are generally sufficient to indicate and convey understanding of all terms and conditions for the performance and furnishing of the Work.
- J. The submission of this Bid constitutes an incontrovertible representation by Bidder that Bidder has complied with every requirement of this Article, and that without exception the Bid and all prices in the Bid are premised upon performing and furnishing the Work required by the Bidding Documents.

ARTICLE 4 – BIDDER’S CERTIFICATION

4.01 Bidder certifies that:

- A. This Bid is genuine and not made in the interest of or on behalf of any undisclosed individual or entity and is not submitted in conformity with any collusive agreement or rules of any group, association, organization, or corporation;
- B. Bidder has not directly or indirectly induced or solicited any other Bidder to submit a false or sham Bid;
- C. Bidder has not solicited or induced any individual or entity to refrain from bidding; and
- D. Bidder has not engaged in corrupt, fraudulent, collusive, or coercive practices in competing for the Contract. For the purposes of this Paragraph 4.01.D:
 - 1. “corrupt practice” means the offering, giving, receiving, or soliciting of any thing of value likely to influence the action of a public official in the bidding process;
 - 2. “fraudulent practice” means an intentional misrepresentation of facts made (a) to influence the bidding process to the detriment of Owner, (b) to establish bid prices at artificial non-competitive levels, or (c) to deprive Owner of the benefits of free and open competition;
 - 3. “collusive practice” means a scheme or arrangement between two or more Bidders, with or without the knowledge of Owner, a purpose of which is to establish bid prices at artificial, non-competitive levels; and
 - 4. “coercive practice” means harming or threatening to harm, directly or indirectly, persons or their property to influence their participation in the bidding process or affect the execution of the Contract.

ARTICLE 5 – BASIS OF BID

- 5.01 Bidder will complete the Work in accordance with the Contract Documents for the following price(s):

5.02 BID FORM (BASE BID)

Item No.	Description	Estimated Quantity	Units	Bid Unit Price	Bid Price
BASE BID					
General					
1	Mobilization	1.0	LS	32,000	32,000
2	Traffic Control Sign (Complete with Mountings)	1.0	LS	6,500	6,500
3	Construction Staking	1.0	LS	14,000	14,000
4	Removals	1.0	LS	42,000	42,000
5	Silt Fence	561.0	LF	4.00	2,244
6	Inlet Protection	14.0	EA	220	3,080
7	Area Inlet/Drain Basin Inserts	24.0	EA	480	11,520
8	Seeding, Fertilizing and Mulching	1.5	AC	4,000	6,000
General Bid Items Subtotal					107,344.00
Curb/Storm Line Items					
9	Bituminous Pavement Mixture, 2 in. Surface	1,691.0	SY	30.00	50,730
10	4" PCC Base	1,691.0	SY	50.00	84,550
11	6" Aggregate Driveway	103.0	SY	18.00	1,854
12	Aggregate for Base	2,812.0	SY	22.00	61,864
13	6" PCC Driveway	587.0	SY	85.00	49,895
14	Straight Back Curb & Gutter (APWA CG-1)	4,686.0	LF	37.00	173,382
15	6" HP Storm Pipe	319.0	LF	38.00	12,122
16	15" HP Storm Pipe	810.0	LF	40.00	32,400
17	18" HP Storm Pipe	183.0	LF	45.00	8,235
18	21" HP Storm Pipe	382.0	LF	55.00	21,010
19	24" HP Storm Pipe	212.0	LF	58.00	12,296
20	Nyloplast HP Manhole - 48"	3.0	EA	3,500	10,500
21	4' x 4' APWA Type II Curb Inlet	1.0	EA	4,500	4,500
22	3' X 2' High Flow Grated Curb Inlet	11.0	EA	3,500	38,500
23	15" CMP End Section	3.0	EA	500	1,500
24	Drain Basin with Dome Grate	22.0	EA	1,400	30,800
25	Insert-a-Tee (Pipe to Pipe Connections)	15.0	EA	260	3,900
26	Connect to Existing Storm Structures	7.0	EA	1,100	7,700
27	4" PCC Sidewalk	279.0	SF	18	5,022
28	Sidewalk Trench Drain	1.0	EA	1,500	1,500
Curb/Storm Line Bid Items Subtotal					612,260
Water Line Base Bid Items					
29	Bituminous Pavement Mixture, 2 in. Surface	133.0	SY	40	5,320
30	4" PCC Base	133.0	SY	55	7,315
31	Aggregate for Base	290.0	SY	18	5,220
32	8" C900 PR 235 PVC	2,796.0	LF	28	78,288
33	Reconnect 1" Service Line, Reconnect Existing Meters (Directional B	954.0	LF	40	38,160
34	Replace 1" Service Line, Reconnect Existing Meters (Open Cut)	458.0	LF	38	17,404
35	Fire Hydrant Assembly including 6" valve	6.0	EA	4,500	27,000
36	8" Gate Valve & Box	13.0	EA	1,700	22,100
37	6" Gate Valve & Box	5.0	EA	1,400	7,000
38	Connect to Existing Water Line	8.0	LS	3,000	24,000
39	1" Taps for new service connections	70.0	EA	450	31,500
Water Line Bid Items Subtotal					263,307
TOTAL OF ALL BASE BID ITEMS (1-39)					992,911
Alternate Bid Continued on Next Page)					

5.03 Bidder acknowledges that (1) each Bid Unit Price includes an amount considered by Bidder to be adequate to cover Contractor's overhead and profit for each separately identified item, and (2) estimated quantities are not guaranteed, and are solely for the purpose of comparison of Bids, and final payment for all unit price Bid items will be based on actual quantities, determined as provided in the Contract Documents.

Total of Base Bid Price Items (Lump Sum & Unit Price) \$ 992,911.00
Nine Hundred Ninety Two Thousand Nine Hundred Eleven and 00/100 Dollars

5.04 BID FORM (ALTERNATE BID)

Item No.	Description	Estimated Quantity	Units	Bid Unit Price	Bid Price
Water Line Alternate Bid - Harrison					
40	Bituminous Pavement Mixture, 2 in. Surface	411.0	SY	30	12,330
41	4" PCC Base	411.0	SY	50	20,550
42	Aggregate for Base	411.0	SY	18	7,398
43	8" C900 PR 235 PVC	905.0	LF	30	27,150
44	Reconnect Existing Meters (Directional Bore)	251.0	LF	40	10,040
45	Replace & Reconnect Existing Service Line (Open Cut)	111.0	LF	38	4,218
46	Fire Hydrant Assembly including 6" valve	3.0	EA	4,500	13,500
47	8" Gate Valve & Box	1.0	EA	1,700	1,700
48	6" Gate Valve & Box	2.0	EA	1,400	2,800
49	Connect to Existing Water Line	2.0	LS	3,000	6,000
50	1" Taps for new service connections	19.0	EA	450	8,550
51	Removals	1.0	EA	5,000	5,000
Water Line Harrison - Alternate Bid Items Subtotal					114,236
Water Line Alternate Bid - Garfield					
52	Bituminous Pavement Mixture, 2 in. Surface	401.0	SY	30	12,030
53	4" PCC Base	401.0	SY	50	20,050
54	Aggregate for Base	401.0	SY	18	7,218
55	8" C900 PR 235 PVC	921.0	LF	30	27,630
56	Reconnect Existing Meters (Directional Bore)	310.0	LF	40	12,400
57	Replace & Reconnect Existing Service Line (Open Cut)	134.0	LF	38	5,092
58	Fire Hydrant Assembly including 6" valve	3.0	EA	4,500	13,500
59	8" Gate Valve & Box	1.0	EA	1,700	1,700
60	6" Gate Valve & Box	2.0	EA	1,400	2,800
61	Connect to Existing Water Line	2.0	LS	3,000	6,000
62	1" Taps for new service connections	23.0	EA	450	10,350
63	Removals	1.0	EA	5,000	5,000
Water Line Garfield - Alternate Bid Items Subtotal					123,770
TOTAL OF ALL ALTERNATE BID ITEMS (40-63)					243,006

5.05 Bidder acknowledges that (1) each Bid Unit Price includes an amount considered by Bidder to be adequate to cover Contractor's overhead and profit for each separately identified item, and (2) estimated quantities are not guaranteed, and are solely for the purpose of comparison of Bids, and final payment for all unit price Bid items will be based on actual quantities, determined as provided in the Contract Documents.

5.06 If awarded, the Contract will be awarded per the Bid Documents and for the amount of the Base Bid Price or Base Bid Price plus Alternate Bid Price at the Owner's discretion. Bidder's shall complete both the Total Base Bid Price and the Total Alternate Bid Price.

Total of Alternate Bid Price Items (Lump Sum & Unit Price)

\$ 243,006

Two Hundred Forty Three Thousand and Six Dollars

ARTICLE 6 – TIME OF COMPLETION

6.01 Bidder agrees that the Work will be substantially complete and will be completed and ready for final payment in accordance with Paragraph 15.06 of the General Conditions on or before the dates or within the number of calendar days indicated in the Agreement.

6.02 Bidder accepts the provisions of the Agreement as to liquidated damages.

ARTICLE 7 – ATTACHMENTS TO THIS BID

7.01 The following documents are submitted with and made a condition of this Bid:

- A. Required Bid security;
- B. List of Proposed Subcontractors;
- C. List of Proposed Suppliers;
- D. List of Project References;
- E. Evidence of authority to do business in the state of the Project; or a written covenant to obtain such license within the time for acceptance of Bids;
- F. Contractor's License No. 43568004 or Evidence of Bidder's ability to obtain a State Contractor's License and a covenant by Bidder to obtain said license within the time for acceptance of Bids;
- G. Required Bidder Qualification Statement with supporting data;
- H. If Bid amount exceeds \$10,000, signed Compliance Statement (RD 400-6). Refer to specific equal opportunity requirements set forth in the Supplemental General Conditions;
- I. If Bid amount exceeds \$25,000, signed Certification Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion – Lower Tier Covered Transactions (AD-1048); and
- J. If Bid amount exceeds \$100,000, signed RD Instruction 1940-Q, Exhibit A-1, Certification for Contracts, Grants, and Loans.

ARTICLE 8 – DEFINED TERMS

8.01 The terms used in this Bid with initial capital letters have the meanings stated in the Instructions to Bidders, the General Conditions, and the Supplementary Conditions.

ARTICLE 9 – BID SUBMITTAL

BIDDER: [Indicate correct name of bidding entity]

WILLIS BROS, INC

By: [Signature]

James Willis

[Printed name]

JAMES WILLIS

(If Bidder is a corporation, a limited liability company, a partnership, or a joint venture, attach evidence of authority to sign.)

Tom D. Willis Sec

Attest: [Signature]

Thonda L. Tumbler

[Printed name]

Thonda L. Tumbler

Title:

Accountant

Submittal Date:

10/10/19

Address for giving notices:

30285 KIMBALL PLACE
MACON MO. 63552

Telephone Number:

660-385-3327

TOM CELL 660-651 0935

Fax Number:

660-385-7110

Contact Name and e-mail address:

willis@willisi.com

Bidder's License No.:

(where applicable)



PENAL SUM FORM

BID BOND

Any singular reference to Bidder, Surety, Owner or other party shall be considered plural where applicable.

BIDDER (Name and Address):

Willis Bros. Inc.
30285 Kimball Place
Macon, MO 63522

SURETY (Name, and Address of Principal Place of Business):

Nationwide Mutual Insurance Company
1100 Locust St., Dept 2006
Des Moines, IA 50391-2006

OWNER (Name and Address):

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

BID

Bid Due Date:

Description (Project Name— Include Location): Harrison Ave and Garfield Ave Street Project
Moberly, MO

BOND

Bond Number:

Date:

Penal sum

5% OF BID
(Words)

\$ 60,795.85
(Figures)

Surety and Bidder, intending to be legally bound hereby, subject to the terms set forth below, do each cause this Bid Bond to be duly executed by an authorized officer, agent, or representative.

BIDDER

Willis Bros. Inc.
Bidder's Name and Corporate Seal

SURETY

Nationwide Mutual Insurance Company (Seal)
Surety's Name and Corporate Seal

By:

James Willis
Signature

JAMES WILLIS
Print Name

PRESIDENT
Title

Attest:

Townd Willis
Signature

Sec Treas
Title

By:

Michael Bendron
Signature (Attach Power of Attorney)

Michael Bendron
Print Name

Attorney-in-fact
Title

Attest:

Kater Ande
Signature

witness
Title

Note: Addresses are to be used for giving any required notice.
Provide execution by any additional parties, such as joint venturers, if necessary.

Power of Attorney

#5.

KNOW ALL MEN BY THESE PRESENTS THAT:

Nationwide Mutual Insurance Company, an Ohio corporation
Allied Property and Casualty Insurance Company, an Iowa corporation

AMCO Insurance Company, an Iowa corporation

hereinafter referred to severally as the "Company" and collectively as "the Companies" does hereby make, constitute and appoint:

M. SCOTT COSTELLO
DONALD R. MCCOLLOM
STEPHEN HANFF

JAMES L. KNOX JR.
JULIE M. MYERS

MICHAEL GENDRON
ANGELA HERBEL

WARRENTON MO

each in their individual capacity, its true and lawful attorney-in-fact, with full power and authority to sign, seal, and execute on its behalf any and all bonds and undertakings, and other obligatory instruments of similar nature, in penalties not exceeding the sum of

TWO MILLION FIVE HUNDRED THOUSAND AND NO/100 DOLLARS

\$ 2,500,000.00

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

This power of attorney is made and executed pursuant to and by authority of the following resolution duly adopted by the board of directors of the Company:

"RESOLVED, that the president, or any vice president be, and each hereby is, authorized and empowered to appoint attorneys-in-fact of the Company, and to authorize them to execute and deliver on behalf of the Company any and all bonds, forms, applications, memorandums, undertakings, recognizances, transfers, contracts of indemnity, policies, contracts guaranteeing the fidelity of persons holding positions of public or private trust, and other writings obligatory in nature that the business of the Company may require; and to modify or revoke, with or without cause, any such appointment or authority; provided, however, that the authority granted hereby shall in no way limit the authority of other duly authorized agents to sign and countersign any of said documents on behalf of the Company."

"RESOLVED FURTHER, that such attorneys-in-fact shall have full power and authority to execute and deliver any and all such documents and to bind the Company subject to the terms and limitations of the power of attorney issued to them, and to affix the seal of the Company thereto; provided, however, that said seal shall not be necessary for the validity of any such documents."

This power of attorney is signed and sealed under and by the following bylaws duly adopted by the board of directors of the Company.

Execution of Instruments. Any vice president, any assistant secretary or any assistant treasurer shall have the power and authority to sign or attest all approved documents, instruments, contracts, or other papers in connection with the operation of the business of the company in addition to the chairman of the board, the chief executive officer, president, treasurer or secretary; provided, however, the signature of any of them may be printed, engraved, or stamped on any approved document, contract, instrument, or other papers of the Company.

IN WITNESS WHEREOF, the Company has caused this instrument to be sealed and duly attested by the signature of its officer the 27th day of February, 2019.

Antonio C. Albanese, Vice President of Nationwide Mutual Insurance Company, AMCO Insurance Company, Allied Property and Casualty Insurance Company



ACKNOWLEDGMENT

STATE OF NEW YORK, COUNTY OF NEW YORK: ss

On this 27th day of February, 2019, before me came the above-named officer for the Company aforesaid, to me personally known to be the officer described in and who executed the preceding instrument, and he acknowledged the execution of the same, and being by me duly sworn, deposes and says, that he is the officer of the Company aforesaid, that the seal affixed hereto is the corporate seal of said Company, and the said corporate seal and his signature were duly affixed and subscribed to said instrument by the authority and direction of said Company.

Suzanne C. D'Ino
Notary Public, State of New York
No. 02016126649
Qualified in Westchester County
Commission Expires September 16, 2021

Notary Public
My Commission Expires
September 16, 2021

CERTIFICATE

I, Laura B. Guy, Assistant Secretary of the Company, do hereby certify that the foregoing is a full, true and correct copy of the original power of attorney issued by the Company; that the resolution included therein is a true and correct transcript from the minutes of the meetings of the boards of directors and the same has not been revoked or amended in any manner; that said Antonio C. Albanese was on the date of the execution of the foregoing power of attorney the duly elected officer of the Company, and the corporate seal and his signature as officer were duly affixed and subscribed to the said instrument by the authority of said board of directors; and the foregoing power of attorney is still in full force and effect.

IN WITNESS WHEREOF, I have hereunto subscribed my name as Assistant Secretary, and affixed the corporate seal of said Company this 3 day of October, 2019

Assistant Secretary

**CERTIFICATION OF BIDDER
REGARDING SECTION 3 AND SEGREGATED FACILITIES**

WILLIS BROS INC.

Name of Prime Contractor

Project Name & Number

The undersigned hereby certifies that:

1. Section 3 provisions are included in the Contract.

A written Section 3 plan was prepared and submitted as part of the bid proceedings (if bid equals or exceeds \$100,000).

No segregated facilities will be maintained.

Name

TOM D. WILLIS

Name & Title of Signer (Print or Type):

TOM D. WILLIS

Signature

10/10/19
Date

**CERTIFICATION OF BIDDER
REGARDING EQUAL EMPLOYMENT OPPORTUNITY
INSTRUCTIONS**

This certification is required pursuant to Executive Order 11246 (30 F. R. 12319-25). The implementing rules and regulations provide that any bidder or prospective contractor, or any of their proposed subcontractors, shall state as an initial part of the bid or negotiations of the contract whether it has participated in any previous contract or subcontract subject to the equal opportunity clause, and, if so, whether it has filed all compliance reports due under applicable instructions.

Where the certification indicates that the bidder has not filed a compliance report due under applicable instructions, such bidder shall be required to submit a compliance report within seven calendar days after bid opening. No contract shall be awarded unless such report is submitted.

CERTIFICATION BY BIDDER

NAME AND ADDRESS OF BIDDER (Include ZIP Code):

WILLIS BROS INC - 30285 KIMBALL PL MACON MO 63552

Bidder has participated in a previous contract or subcontract subject to the Equal Opportunity Clause.

YES NO

Compliance reports were required to be filed in connection with such contract or subcontract.

YES NO

Bidder has filed all compliance reports due under applicable instructions.

YES NO

Have you ever been or are you being considered for sanction due to violation of Executive Order 11246, as amended?

YES NO

NAME AND TITLE OF SIGNER (Please type):

TOM D. WILLIS SEC TREAS

SIGNATURE

Tom D. Willis

DATE

10/10/19

This form to be submitted with Bid:

MINORITY AND WOMEN'S BUSINESS ENTERPRISE UTILIZATION WORKSHEET

Grant Applicant CITY OF MOBEKLY

Project Number _____

Contractor/Engineer BARTLATT & WEST

Address, City, State, and Zip _____

Contact Person TOM WILLIS Telephone No _____

Amount of Contract 1,200,000 MBE Percentage 0 WBE Percentage: 0

1. MBE _____ Subcontractor _____

WBE _____ Address, City, State, Zip _____

Contact Person _____

Amount of Subcontract _____ Tax ID Number _____

Scope Of Work _____

2. MBE _____ Subcontractor _____

WBE _____ Address, City, State, Zip _____

Contact Person _____

Amount of Subcontract _____ Tax ID Number _____

Scope Of Work _____

3. MBE _____ Subcontractor _____

WBE _____ Address, City, State, Zip _____

Contact Person _____

Amount of Subcontract _____ Tax ID Number _____

Scope Of Work _____

CERTIFICATE OF CONTEMPLATED MINORITY, WOMEN, AND SECTION 3 HIRES AND BUSINESS UTILIZATION

The undersigned makes this affidavit with full knowledge that its contents will be used in the expenditure of funds provided by the United States Government. Under penalty of perjury, he/she hereby states:

Section 3 Status

I am the (owner, partner, officer, representative, or agent) of WILLIS BROS INC the Bidder that has submitted the attached Bid; and whose business concern is:

- 51 percent or more owned by Section 3 residents; or
- Has permanent, full-time employees, at least 30 percent of whom are currently Section 3 residents, or were Section 3 residents within three (3) years of the date of first employment with the business concern; or
- None of the above; no Section 3 preference claimed.

Subcontractors

- I will be utilizing subcontractors or suppliers.
- I will not be utilizing subcontractors or suppliers.

If subcontractors or supplies will be utilized, please list all Minority, Women, and Section 3 firms or suppliers that were contacted or that will be utilized for this activity. Use additional sheets if necessary.

Subcontractor _____ MBE WBE Section 3
 Address _____ Bid Amount _____

Trade or Supplier _____

Bid Accepted: Yes No If No, explain: _____

Subcontractor _____ MBE WBE Section 3
 Address _____ Bid Amount _____

Trade or Supplier _____

Bid Accepted: Yes No If No, explain: _____

Subcontractor _____ MBE WBE Section 3
 Address _____ Bid Amount _____

Trade or Supplier _____

Bid Accepted: Yes No If No, explain: _____

Subcontractor _____ MBE WBE Section 3
 Address _____ Bid Amount _____

Trade or Supplier _____

Bid Accepted: Yes No If No, explain: _____

Subcontractor _____ MBE WBE Section 3
 Address _____ Bid Amount _____

Trade or Supplier _____

Bid Accepted: Yes No If No, explain: _____

Section 3: Hiring of Additional Workers

- I will be hiring additional workers to complete this activity.
- I will not be hiring additional workers to complete this activity.

Listed below are the Section 3 employment opportunities which are herein incorporated and made part of the contract's bid documentation. If new positions will be filled, please complete:

Occupation	Needed	To Be Hired	Apprentices*	Trainees*
Carpenters				
Electricians				
Power Equipment Operations				
Ironworkers				
Laborers				
Plumbers/Pipefitters		None		
Masons				
Truck Drivers				
Office/Clerical				
Other:				
Other:				

*Attach copies of program and apprentice certifications by the Missouri or U.S. Bureaus of Apprenticeship and Training.

IF NEW POSITIONS WERE FILLED, PLEASE COMPLETE AT- END OF CONSTRUCTION:

Occupation	Needed	To Be Hired	Apprentices*	Trainees*
Carpenters				
Electricians				
Power Equipment Operations				
Ironworkers				
Laborers		None		
Plumbers/Pipefitters .				
Masons				
Truck Drivers				
Office/Clerical				
Other:				
Other:				

Certification

In Witness Thereof, Contractor has executed his certificate this 10TH day of OCTOBER, 2019.

Contractor Name WILLIS Bros. INC.

Federal ID 43-1568084 DUNS _____

Signature of Authorized Agent Tom D. Willis

Printed Name TOM WILLIS Date 10/10/19

STATE OF MISSOURI))ss
COUNTY OF Macon)

AFFIDAVIT
(as required by Section 285.530, Revised Statutes of Missouri)

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

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

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

KNOWINGLY: A person acts knowingly or with knowledge,

- (a) with respect to the person's conduct or to attendant circumstances when the person is aware of the nature of the person's conduct or that those circumstances exist; or
- (b) with respect to a result of the person's conduct when the person is aware that the person's conduct is practically certain to cause that result.

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

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

1. My name is James Willis and I am currently the President of Willis Bros. Inc. (hereinafter "Contractor"), whose business address is 30285 Kimball Dr., Macon MO 63552 "and I am authorized to make this Affidavit.

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

3. Contractor is enrolled in and participates in a federal work authorization program with respect to the employees working in connection with the following services contracted between Contractor and

City of Moberly

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

5. Attached hereto is documentation affirming Contractor's enrollment and participation in a federal work authorization program with respect to the employees working in connection with the contracted services.

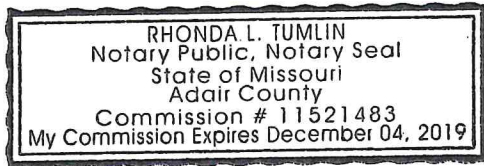
Further, Affiant sayeth not.

James Willis
Affiant

Subscribed and sworn to before me this 10th day of October, 20 19.

Commission #

Rhonda L. Tumlín





Company ID Number: 201878

**THE E-VERIFY PROGRAM FOR EMPLOYMENT VERIFICATION
MEMORANDUM OF UNDERSTANDING**

ARTICLE I

PURPOSE AND AUTHORITY

This Memorandum of Understanding (MOU) sets forth the points of agreement between the Department of Homeland Security (DHS) and Willis Bros., Inc. (Employer) regarding the Employer's participation in the Employment Eligibility Verification Program (E-Verify). This MOU explains certain features of the E-Verify program and enumerates specific responsibilities of DHS, the Social Security Administration (SSA), and the Employer. E-Verify is a program that electronically confirms an employee's eligibility to work in the United States after completion of the Employment Eligibility Verification Form (Form I-9). For covered government contractors, E-Verify is used to verify the employment eligibility of all newly hired employees and all existing employees assigned to Federal contracts.

Authority for the E-Verify program is found in Title IV, Subtitle A, of the Illegal Immigration Reform and Immigrant Responsibility Act of 1996 (IIRIRA), Pub. L. 104-208, 110 Stat. 3009, as amended (8 U.S.C. § 1324a note). Authority for use of the E-Verify program by Federal contractors and subcontractors covered by the terms of Subpart 22.18, "Employment Eligibility Verification", of the Federal Acquisition Regulation (FAR) (hereinafter referred to in this MOU as a "Federal contractor") to verify the employment eligibility of certain employees working on Federal contracts is also found in Subpart 22.18 and in Executive Order 12989, as amended.

ARTICLE II

FUNCTIONS TO BE PERFORMED

A. RESPONSIBILITIES OF SSA

1. SSA agrees to provide the Employer with available information that allows the Employer to confirm the accuracy of Social Security Numbers provided by all employees verified under this MOU and the employment authorization of U.S. citizens.
2. SSA agrees to provide to the Employer appropriate assistance with operational problems that may arise during the Employer's participation in the E-Verify program. SSA agrees to provide the Employer with names, titles, addresses, and telephone numbers of SSA representatives to be contacted during the E-Verify process.
3. SSA agrees to safeguard the information provided by the Employer through the E-Verify program procedures, and to limit access to such information, as is appropriate by law, to individuals responsible for the verification of Social Security Numbers and for evaluation of the E-Verify program or such other persons or entities who may be authorized by SSA as governed by the Privacy Act (5 U.S.C. § 552a), the Social Security Act (42 U.S.C. 1306(a)), and SSA regulations (20 CFR Part 401).

E-Verify Employment Eligibility Verification



- Case Administration
 - Initial Verification
 - View Cases
- User Administration
 - Change Password
 - Pwd Challenge Q&A
 - Change Profile
- Site Administration
 - Add User
 - View Users
 - Maintain Company
 - Terminate Company Participation
- Reports
 - View Reports

Company Information:

Company Name:	Willis Bros., Inc.	View / Edit
Company ID Number:	201878	

Physical Location:		Mailing Address:
Address 1:	30285 Kimball Place	Address 1:
Address 2:		Address 2:
City:	Macon	City:
State:	MO	State:
Zip Code:	63552	Zip Code:
County:	MACON	

Employer Identification Number: 431568004
 Total Number of Employees: 10 to 19
 Corporate / Parent Company:

Organization Designation:

Employer Category:	Federal Contractor
Federal Contractor Category:	None of these categories apply
Employees being verified:	Entire workforce (all new hires and all existing employees throughout the entire company)

NAICS Code:	237 - HEAVY AND CIVIL ENGINEERING CONSTRUCTION	View / Edit
Total Hiring Sites:	1	View / Edit
Total Points of Contact:	4	View / Edit



Company ID Number: 201878

To be accepted as a participant in E-Verify, you should only sign the Employer's Section of the signature page. If you have any questions, contact E-Verify at 888-464-4218.

Employer Willis Bros., Inc:

Tommy Willis

Name (Please Type or Print)

Title

SEC

Electronically Signed

Signature

03/30/2009

Date

Department of Homeland Security – Verification Division

USCIS Verification Division.

Name (Please Type or Print)

Title

Electronically Signed

Signature

03/30/2009

Date

Company ID Number: 201878

Information relating to the Program Administrator(s) for your Company on policy questions or operational problems:

Name:	Tommy D Willis	Fax Number:	(660) 385 - 7110
Telephone Number:	(660) 385 - 3327		
E-mail Address:	willis@willisi.com		
Name:	Catherine M Willis	Fax Number:	(660) 385 - 7110
Telephone Number:	(660) 385 - 3327		
E-mail Address:	newfie@willisi.com		
Name:	James L Willis	Fax Number:	(660) 385 - 7110
Telephone Number:	(660) 385 - 3327		
E-mail Address:	jimw@willisi.com		
Name:	Rhonda L Tumlin	Fax Number:	(660) 385 - 7110
Telephone Number:	(660) 385 - 3327		
E-mail Address:	rtumlin@willisi.com		

QUALIFICATIONS STATEMENT

THE INFORMATION SUPPLIED IN THIS DOCUMENT IS CONFIDENTIAL TO THE EXTENT PERMITTED BY LAWS AND REGULATIONS

1. SUBMITTED BY:

Official Name of Firm: Willis Bros., Inc.
Address: 30285 Kimball Pl.
Macon, MO 63552

2. SUBMITTED TO:

Menteloff & West

3. SUBMITTED FOR:

Bid

Owner:

City of Macon, Mo

Project Name:

Throssen Ave. & Garfield Ave
Street Project

TYPE OF WORK:

General Construction

4. CONTRACTOR'S CONTACT INFORMATION

Contact Person: James Willis

Title: President

Phone: 660-385-3327

Email: willis@willisi.com

5. AFFILIATED COMPANIES:

Name: _____

Address: _____

6. TYPE OF ORGANIZATION:

SOLE PROPRIETORSHIP

Name of Owner: _____

Doing Business As: _____

Date of Organization: _____

PARTNERSHIP

Date of Organization: _____

Type of Partnership: _____

Name of General Partner(s): _____

CORPORATION

State of Organization: Missouri

Date of Organization: Feb 13, 1991

Executive Officers:

- President: James Willis

- Vice President(s): Mark Willis, Mark Russell,

John Willis, Jerry Willis

- Treasurer: Jim Willis

- Secretary: Jim Willis

LIMITED LIABILITY COMPANY

State of Organization: _____

Date of Organization: _____

Members: _____

JOINT VENTURE

Sate of Organization: _____

Date of Organization: _____

Form of Organization: _____

Joint Venture Managing Partner

- Name: _____

- Address: _____

Joint Venture Managing Partner

- Name: _____

- Address: _____

Joint Venture Managing Partner

- Name: _____

- Address: _____

7. LICENSING

Jurisdiction: State of Missouri

Type of License: Business License

License Number: 00349891

Jurisdiction: City of Moberly

Type of License: Plumber / Contractor

License Number: 788

8. CERTIFICATIONS

CERTIFIED BY:

Disadvantage Business Enterprise: _____

Minority Business Enterprise: _____

Woman Owned Enterprise: _____

Small Business Enterprise: _____

Other (_____): _____

9. BONDING INFORMATION

Bonding Company: Allied-Nationwide

Address: 1100 Locust St. Dept 2006
Des Moines, IA 50391-2006

Bonding Agent: Tri-County Agency

Address: 1467 W. Pierce Blvd.
Wentzville, MO 63385

Contact Name: Mike Grandon

Phone: 636-332-3400

Aggregate Bonding Capacity: 4 mil

Available Bonding Capacity as of date of this submittal: 3 mil

10. FINANCIAL INFORMATION

Financial Institution: Marion-Florida State Bank
 Address: 1513 N. Missouri St.
Marion, FL 32052
 Account Manager: Scott Nelson
 Phone: 352-385-3161

INCLUDE AS AN ATTACHMENT AN AUDITED BALANCE SHEET FOR EACH OF THE LAST 3 YEARS

11. CONSTRUCTION EXPERIENCE:

Current Experience:

List on **Schedule A** all uncompleted projects currently under contract (If Joint Venture list each participant's projects separately).

Previous Experience:

List on **Schedule B** all projects completed within the last 5 Years (If Joint Venture list each participant's projects separately).

Has firm listed in Section 1 ever failed to complete a construction contract awarded to it?

YES NO

If YES, attach as an Attachment details including Project Owner's contact information.

Has any Corporate Officer, Partner, Joint Venture participant or Proprietor ever failed to complete a construction contract awarded to them in their name or when acting as a principal of another entity?

YES NO

If YES, attach as an Attachment details including Project Owner's contact information.

Are there any judgments, claims, disputes or litigation pending or outstanding involving the firm listed in Section 1 or any of its officers (or any of its partners if a partnership or any of the individual entities if a joint venture)?

YES NO

If YES, attach as an Attachment details including Project Owner's contact information.

12. SAFETY PROGRAM:

Name of Contractor's Safety Officer: Tom Willis

Include the following as attachments:

Provide as an Attachment Contractor's (and Contractor's proposed Subcontractors and Suppliers furnishing or performing Work having a value in excess of 10 percent of the total amount of the Bid) OSHA No. 500- Log & Summary of Occupational Injuries & Illnesses for the past 5 years.

Provide as an Attachment Contractor's (and Contractor's proposed Subcontractors and Suppliers furnishing or performing Work having a value in excess of 10 percent of the total amount of the Bid) list of all OSHA Citations & Notifications of Penalty (monetary or other) received within the last 5 years (indicate disposition as applicable) - IF NONE SO STATE.

Provide as an Attachment Contractor's (and Contractor's proposed Subcontractors and Suppliers furnishing or performing Work having a value in excess of 10 percent of the total amount of the Bid) list of all safety citations or violations under any state all received within the last 5 years (indicate disposition as applicable) - IF NONE SO STATE.

Provide the following for the firm listed in Section V (and for each proposed Subcontractor furnishing or performing Work having a value in excess of 10 percent of the total amount of the Bid) the following (attach additional sheets as necessary):

Workers' compensation Experience Modification Rate (EMR) for the last 5 years:

YEAR	<u>2018</u>	EMR	<u>1.09</u>
YEAR	<u>2017</u>	EMR	<u>1.09</u>
YEAR	<u>2016</u>	EMR	<u>1.26</u>
YEAR	<u>2015</u>	EMR	<u>1.21</u>
YEAR	<u>2014</u>	EMR	<u>1.65</u>

Total Recordable Frequency Rate (TRFR) for the last 5 years:

YEAR	<u>2018</u>	TRFR	<u>14.44</u>
YEAR	<u>2017</u>	TRFR	<u>0</u>
YEAR	<u>2016</u>	TRFR	<u>0</u>
YEAR	<u>2015</u>	TRFR	<u>9.43</u>
YEAR	<u>2014</u>	TRFR	<u>9.71</u>

Total number of man-hours worked for the last 5 Years:

YEAR	<u>2018</u>	TOTAL NUMBER OF MAN-HOURS	<u>15,851</u>
YEAR	<u>2017</u>	TOTAL NUMBER OF MAN-HOURS	<u>14,052</u>
YEAR	<u>2016</u>	TOTAL NUMBER OF MAN-HOURS	<u>21,116</u>
YEAR	<u>2015</u>	TOTAL NUMBER OF MAN-HOURS	<u>21,224</u>
YEAR	<u>2014</u>	TOTAL NUMBER OF MAN-HOURS	<u>20,604</u>

Provide Contractor's (and Contractor's proposed Subcontractors and Suppliers furnishing or performing Work having a value in excess of 10 percent of the total amount of the Bid) Days Away From Work, Days of Restricted Work Activity or Job Transfer (DART) incidence rate for the particular industry or type of Work to be performed by Contractor and each of Contractor's proposed Subcontractors and Suppliers) for the last 5 years:

YEAR	<u>2018</u>	DART	<u>0</u>
YEAR	<u>2017</u>	DART	<u>0</u>
YEAR	<u>2016</u>	DART	<u>0</u>
YEAR	<u>2015</u>	DART	<u>103.75</u>
YEAR	<u>2014</u>	DART	<u>36.83</u>

13. EQUIPMENT:

MAJOR EQUIPMENT:

List on Schedule C all pieces of major equipment available for use on Owner's Project.

I HEREBY CERTIFY THAT THE INFORMATION SUBMITTED HEREWITH, INCLUDING ANY ATTACHMENTS, IS TRUE TO THE BEST OF MY KNOWLEDGE AND BELIEF.

NAME OF ORGANIZATION: Willis Bros., Inc.

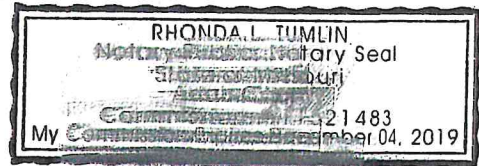
BY: James Willis

TITLE: President

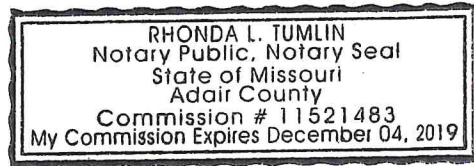
DATED: Oct 10, 2019

NOTARY ATTEST:

SUBSCRIBED AND SWORN TO BEFORE ME
THIS 10th DAY OF October, 2019



NOTARY PUBLIC - STATE OF Missouri
MY COMMISSION EXPIRES: Dec. 4, 2019



REQUIRED ATTACHMENTS

1. Schedule A (Current Experience).
2. Schedule B (Previous Experience).
3. Schedule C (Major Equipment).
4. Audited balance sheet for each of the last 3 years for firm named in Section 1.
5. Evidence of authority for individuals listed in Section 7 to bind organization to an agreement.
6. Resumes of officers and key individuals (including Safety Officer) of firm named in Section 1.
7. Required safety program submittals listed in Section 13.
8. Additional items as pertinent.

SCHEDULE A

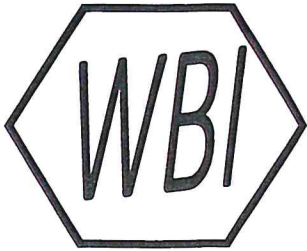
CURRENT EXPERIENCE

Project Name	Owner's Contact Person	Design Engineer	Contract Date	Type of Work	Status	Cost of Work
Wastewater Collection System on Pump	Name: City of Unionville Address: 1611 Grant St. Telephone: 660-947-2437	Name: Adam Dorrell Company: Benton Assoc. Telephone: 660-665-3575	10-26-17	Sewer	Complete	1,582,257.00
Lagoon Outfall Relocate	Name: City of Glenwood Address: 100 Market St. Telephone: 660-336-2377	Name: Brian Fifer Company: McClure Eng. Telephone: 660-385-6441	10-25-16	Sewer	Complete	148,000.
Wastewater System Relocate	Name: City of La Plata Address: 1015 Cox St. Telephone: 660-332-7266	Name: Brian Fifer Company: McClure Eng. Telephone: 660-385-6441	2-26-18	Sewer	Closing Out	2,103,363.00
Elevated Water Storage Tanks at West System Pump	Name: Christy J. Schwager Address: P.O. Box 295 Unionville, IL Telephone: 660-766-2497	Name: John Bales Company: Rhoades Eng. Telephone: 660-258-7745	5-2-19	Water	Current	238,552.00
12" Water Main Extension	Name: City of Kirksville Address: 201 S. Franklin Telephone: 660-	Name: Adam Dorrell Company: Benton Assoc. Telephone: 660-665-3575	5-13-19	Water	Complete	82,510.00
	Name: Address: Telephone:	Name: Company: Telephone:				
	Name: Address: Telephone:	Name: Company: Telephone:				

SCHEDULE B

PREVIOUS EXPERIENCE (Include ALL Projects Completed within last 5 years)

Project Name	Owner's Contact Person	Design Engineer	Contract Date	Type of Work	Status	Cost of Work
South Cityfall	Name: City of Kerkville Address: 201 S. Franklin Telephone: 888-299-1223	Name: Con Kollano Company: City of Kerkville Telephone: 660-627-1272	6-2016		Complete	1.46 mil.
Sevier Levee	Name: City of Edina Address: 204 E Monticello St. Telephone: 616-637-9992	Name: Mark Gross Company: Klingner & Assoc. Telephone: 573-221-0020	6-22-15		Complete	2.1 mil
Atlanta/Cairo Transmission Line	Name: PMSD #1 Mason Co. Address: 28890 US Hwy 63 Telephone: 660-385-6457	Name: Company: Telephone:	5-2016		Complete	1.5 mil
Wastewater	Name: City of Potosi Address: 105 W. Main St. Telephone: 660-373-5575	Name: Adam Dorell Company: Benton & Assoc. Telephone: 660-665-3575	6-2016		Complete	849,000.00
Baltimore Street	Name: City of Kerkville Address: 201 S. Franklin Telephone: 888-299-1223	Name: Company: Telephone:	10-10-16		Complete	320,000.00
Wastewater Treatment Facility Upgrade	Name: City of Lewis town Address: 115 W. Main St. Telephone: 573-215-2582	Name: Mark Gross Company: Klingner & Assoc. Telephone: 573-221-0020	6-19-17		Complete	1,332,677.00
	Name: Address: Telephone:	Name: Company: Telephone:				



WILLIS BROS., INC.

30285 KIMBALL PLACE

MACON, MISSOURI 63552

660-385-3327/FAX 660-385-7110

Potential Job Suppliers

1. Core & Main-Columbia, MO

List of Subcontractors

1. Stanton Contracting LLC

WILLIS BROS., INC.
BALANCE SHEET
MARCH 31, 2019

LIABILITIES AND STOCKHOLDERS' EQUITY

CURRENT LIABILITIES:

Accounts payable	\$	178,992
Accrued expenses		113,839
Billings in excess of costs and estimated earnings on uncompleted contracts		143,938
TOTAL CURRENT LIABILITIES/TOTAL LIABILITIES		436,769

STOCKHOLDERS' EQUITY:

Common stock, \$1.00 par value, 30,000 shares authorized, 30,000 shares issued and outstanding		30,000
Retained earnings		1,187,380
Accumulated other comprehensive income		(394)
TOTAL STOCKHOLDERS' EQUITY		1,216,986

TOTAL LIABILITIES AND STOCKHOLDERS' EQUITY	\$	1,653,755
--	----	-----------

See Accompanying Notes and Independent Accountant's Compilation Report.

WILLIS BROS., INC.
BALANCE SHEET
DECEMBER 31, 2018

ASSETS

CURRENT ASSETS:

Cash and cash equivalents	\$	510,503
Contracts receivable		226,718
Costs and estimated earnings in excess of billings on uncompleted contracts		102,769
Prepaid expenses		21,939
Inventory - materials		4,100
Other receivables		22,631
TOTAL CURRENT ASSETS		888,660

PROPERTY AND EQUIPMENT:

Machinery and equipment		2,360,587
Vehicles		560,241
Office equipment		19,200
Buildings		290,767
Land		29,300
		3,260,095
Less accumulated depreciation		(2,983,768)
NET PROPERTY AND EQUIPMENT		276,327

OTHER ASSETS:

Farm real estate held for investment		30,000
Citizens investment		3,219
Edward Jones investments		399,896
Deposits		337
TOTAL OTHER ASSETS		433,452

TOTAL ASSETS	\$	1,598,439
--------------	----	-----------

See Accompanying Notes and Independent Accountant's Review Report.

WILLIS BROS., INC.
BALANCE SHEET
DECEMBER 31, 2018

LIABILITIES AND STOCKHOLDERS' EQUITY

CURRENT LIABILITIES:

Accounts payable	\$	132,184
Accrued expenses		4,325
Billings in excess of costs and estimated earnings on uncompleted contracts		<u>219,169</u>
TOTAL CURRENT LIABILITIES/TOTAL LIABILITIES		<u>355,678</u>

STOCKHOLDERS' EQUITY:

Common stock, \$1.00 par value, 30,000 shares authorized, 30,000 shares issued and outstanding		30,000
Retained earnings		1,212,909
Accumulated other comprehensive income		<u>(148)</u>
TOTAL STOCKHOLDERS' EQUITY		<u>1,242,761</u>

TOTAL LIABILITIES AND STOCKHOLDERS' EQUITY	\$	<u>1,598,439</u>
--	----	------------------

See Accompanying Notes and Independent Accountant's Review Report.

WILLIS BROS., INC.
BALANCE SHEET
DECEMBER 31, 2017

ASSETS

CURRENT ASSETS:

Cash and cash equivalents	\$	168,993
Contracts receivable		476,287
Costs and estimated earnings in excess of billings on uncompleted contracts		257
Prepaid expenses		32,924
Inventory - materials		6,811
Other receivables		23,439
TOTAL CURRENT ASSETS		708,711

PROPERTY AND EQUIPMENT:

Machinery and equipment		2,391,960
Vehicles		556,565
Office equipment		20,200
Buildings		290,767
Land		29,300
		3,288,792
Less accumulated depreciation		(2,989,786)
NET PROPERTY AND EQUIPMENT		299,006

OTHER ASSETS:

Farm real estate held for investment		39,688
Investments in cooperatives and limited liability companies		129,287
Mid America Alliance investment		3,146
Deposits		657
TOTAL OTHER ASSETS		172,778
TOTAL ASSETS	\$	1,180,495

See Accompanying Notes and Independent Accountant's Review Report.

WILLIS BROS., INC.
BALANCE SHEET
DECEMBER 31, 2017

LIABILITIES AND STOCKHOLDERS' EQUITY

CURRENT LIABILITIES:

	\$	210,889
Accounts payable		12,507
Accrued expenses		
Billings in excess of costs and estimated earnings on uncompleted contracts		25,998
TOTAL CURRENT LIABILITIES/TOTAL LIABILITIES		<u>249,394</u>

STOCKHOLDERS' EQUITY:

Common stock, \$1.00 par value, 30,000 shares authorized, 30,000 shares issued and outstanding		30,000
Retained earnings		901,192
Accumulated other comprehensive income		(91)
TOTAL STOCKHOLDERS' EQUITY		<u>931,101</u>

TOTAL LIABILITIES AND STOCKHOLDERS' EQUITY	\$	<u><u>1,180,495</u></u>
---	-----------	-------------------------

See Accompanying Notes and Independent Accountant's Review Report.

James L Willis

24377 State Hwy OO

Bevier, MO 63532

660-651-1144

jimw@willisi.com

Objective

Own my own construction company

Employment History

Owner, President

February 13, 1991-Present Willis Bros, Inc., Macon, MO

- Company Owner and President

Education

Graduate Atlanta High School, Atlanta, MO

- General Degree

Other Experience**References**

References are available on request.

**Tommy D
Willis**

27817 Tango Trail

La Plata, MO 63549
660-651-0935**Objective**

Own my own construction company

Employment History

Owner, Sec/Treas

February 13, 1991-Present Willis Bros, Inc., Macon, MO

- Company Owner and Sec/Treas

Education

Graduate Atlanta High School, Atlanta, MO

- General Degree

Other Experience**References**

References are available on request.

Mark E Willis

27299 Inboard Place

Atlanta, MO 63530
660-651-2930**Objective**

Own my own construction company

Employment History

Owner, Vice-President

February 13, 1991-Present Willis Bros, Inc., Macon, MO

- Company Owner and Vice-President

Education

Graduate Atlanta High School, Atlanta, MO

- General Degree

Other Experience**References**

References are available on request.

John W Willis

42802 Rustic Road

Humphreys, MO 64646
660-654-3846**Objective**

Own my own construction company

Employment History

Owner, Vice-President

February 13, 1991-Present Willis Bros, Inc., Macon, MO

- Company Owner and Vice-President

Education

Graduate Atlanta High School, Atlanta, MO

- General Degree

Other Experience**References**

References are available on request.

**Mark V
Russell**

1019 County Road 1635

Cairo, MO 65239
660-651-2793**Objective**

Own my own construction company

Employment History

Owner, Vice-President

February 13, 1991-Present Willis Bros, Inc., Macon, MO

- Company Owner and Vice-President

Education

Macon High School

- General Education

Other Experience**References**

References are available on request.

City of Moberly City Council Agenda Summary

Agenda Number: _____ #6.
 Department: Public Utilities
 Date: November 4, 2019

Agenda Item: An Ordinance Authorizing The City Manager To Execute An Agreement With Willis Bros. Inc., To Construct A Sewer Main In The 1600 Block Of North Buchanan Street In Moberly, Missouri

Summary: The City of Moberly will be taking sealed bids on a sewer line extension located in the 1600 block of North Buchanan Street. The construction project will consist of the following: Removal of 900 ft of 4” forced sewer main and replacing with 8” gravity sewer main, installing precast manholes and sewer services. This project is a unit price bid. The new gravity sewer will be installed in the same sewer easement as the existing forced sewer main.

Recommended Action: Accept the lowest bid and authorize the City Manager to execute the contract documents for the work.

Fund Name: Capital Improvement Sales Tax Trust Fund

Account Number: 304.000.5502

Available Budget \$: \$1,583,880.00

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

BILL NO. _____

ORDINANCE NO. _____

AN ORDINANCE AUTHORIZING THE CITY MANAGER TO EXECUTE AN AGREEMENT WITH WILLIS BROS. INC., TO CONSTRUCT A SEWER MAIN IN THE 1600 BLOCK OF NORTH BUCHANAN STREET IN MOBERLY, MISSOURI.

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

SECTION ONE: Property owners on North Buchanan Street desire to connect to city sewer by way of a sewer main to be constructed by the city.

SECTION TWO: The property owners will share the cost of the construction by way of Cooperative Agreements for Sewer Infrastructure.

SECTION THREE: The city advertised for bids for the sewer main construction and received two bids, one from R&L Construction for \$57,450 and one from Willis Bros. Inc., for \$55,870.

SECTION FOUR: City staff recommends acceptance of the low bid from Willis Bros, Inc. for \$55,870 and contracting with Willis Bros. Inc., for construction of the sewer main along the 1600 Block of North Buchanan contingent upon Cooperative Agreements being executed with the necessary property owners.

SECTION FOUR: 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.

PASSED AND ADOPTED by the Council of the City of Moberly, Missouri, this 4th day of November, 2019.

ATTEST:

Presiding Officer at Meeting

City Clerk

City of Moberly, North Buchanan Gravity Sewer Main Extension	Unit Price	Quantity	Total
			2
8" SDR 35 sewer pipe	34 ⁰⁰	840 Ft	2850 ⁰⁰
8" Ductile sewer pipe with coated solid sleeve connections	67 ⁰⁰	60 Ft	4,020 ⁰⁰
48" precast manholes*	4500 ⁰⁰	2	9,000 ⁰⁰
4" SCH 40 sewer pipe to include road crossings	28 ⁰⁰	180 Ft	5040 ⁰⁰
Cleanout with cast iron covers	600 ⁰⁰	3	1800 ⁰⁰
Connection to existing manhole	1000 ⁰⁰	1	1000 ⁰⁰
Reconnection of forced sewer main to manhole. (interior drop)	1000 ⁰⁰	1	1000 ⁰⁰
Forced sewer service reconnection	500 ⁰⁰	1	500 ⁰⁰
acres soil restoration	5000 ⁰⁰	0.4	2000 ⁰⁰
sq yds Pavement restoration	80 ⁰⁰	25.5	2040 ⁰⁰
Tons granular backfill	35	26	910 ⁰⁰
*Cretex wrap and chimney seals to be included in manhole price			

Total Bid Price

55,870⁰⁰

Company Name

Willis Bros., Inc.

Company phone number

30285 Kimball Pl.

Macon, MO 63552

660 385 3327

Contact Name

JIM WELLS

Contact Phone Number

660 651 1144

Address

30285 KIMBALL PL

City, State Zip

MACON MO 63552

Signature

Jim Willis

Printed Name

JIM WELLS

Date

10-25-2019

City of Moberly City Council Agenda Summary

Agenda Number: #7.
 Department: Public Utilities
 Date: November 4, 2019

Agenda Item: An Ordinance Authorizing The City Manager To Execute Two Cooperative Agreements For Sewer Infrastructure

Summary: The City of Moberly is constructing a sewer line extension located in the 1600 block of North Buchanan Street to connect three properties that are not currently served by service to the City’s sewer. Due to the small number of properties being served by the sewer extension, a cooperative agreement was developed instead of a sewer district. The cooperative agreement for each property owner sets out that each new customer will pay ½ of the cost of extending the sewer to their properties, not to exceed \$7500 each. Each customer will be allowed 10 years to repay the \$7500, with \$750 due at the time of completion of construction.

Recommended

Action: Approve this ordinance.

Fund Name: Sewer District Assessments (Revenue Account)

Account Number: 300.000.4535

Available Budget \$:

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

BILL NO. _____

ORDINANCE NO. _____

AN ORDINANCE AUTHORIZING THE CITY MANAGER TO EXECUTE TWO COOPERATIVE AGREEMENTS FOR SEWER INFRASTRUCTURE.

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

SECTION ONE: Two property owners on North Buchanan Street desire to connect three (3) parcels to city sewer by way of a sewer main to be constructed by the city.

SECTION TWO: The property owners will share the cost of the construction by way of Cooperative Agreements for Sewer Infrastructure.

SECTION THREE: The city advertised for bids for the sewer main construction and received the low bid from Willis Bros. Inc., for \$55,870 which bid has been accepted and authorized by this Council.

SECTION FOUR: Attached hereto are cooperative agreements with Sean Robert Miller and Monica M. Miller for locating two sewer main hook-ups and with Charles E. Harlow and Nancy K. Harlow for locating one sewer main hook-up which agreements are approved and authorized for execution by the city manager.

SECTION FOUR: 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.

PASSED AND ADOPTED by the Council of the City of Moberly, Missouri, this 4th day of November, 2019.

ATTEST:

Presiding Officer at Meeting

City Clerk

COOPERATIVE AGREEMENT FOR SEWER INFRASTRUCTURE

THIS COOPERATIVE AGREEMENT FOR SEWER INFRASTRUCTURE (this "Agreement") is made and entered into as of the ____ day of _____ 2019 by and between the CITY OF MOBERLY, a third-class city and a Missouri municipal corporation having a principal office at 101 West Reed Street, Moberly, Missouri 65270 (the "City"); and CHARLES E. and NANCY K. HARLOW, husband and wife, having a principal residence at P.O Box 122, Moberly, Missouri 65270(the "Owner").

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. The Owners are the owners in fee of a parcel of improved real property located in the City known and numbered as 1625 Buchanan, and legally described on the attached Exhibit 1, to which property the Owners desire to connect to the City sewer by way of a sewer main to be constructed by the City.

C. The City and Owner are willing to divide the cost of construction for installing the City sewer main between themselves and one (1) other property owner as set forth herein along a path as described on the attached Exhibit 2.

D. The City has advertised for bids for construction of the sewer main. Owner consents to the successful bidder as the principal contractor for the sewer main construction and acknowledges that the estimate of the cost of the construction at this time is Fifty Five Thousand Eight Hundred and Seventy Dollars (\$55,870.00) but that the whole cost of construction shall be determined following completion of the construction.

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 sewer line extension shall be located in the 1600 block of North Buchanan Street in Moberly, Missouri within the city right-of-way as described on the attached Exhibit 2. The successful bidder shall act as the contractor for the project which project shall be administered by city staff with construction expected to begin on or about _____ and to be completed within _____ months thereafter. The cost of construction shall include the installation of a service line running across North Buchanan to the Owners property line on the west side of North Buchanan where Owner shall be

responsible to have the service line connected to a new lateral by a licensed plumber. The project will involve removing 900 feet of 4" forced sewer main and replacing it with an 8" gravity sewer main. Precast manholes and sewer services will also be installed. All work will be done according to current City of Moberly specifications.

All manholes shall have cretex wrap on barrel sections and chimney seals installed. All manholes shall pass vacuum testing. All pipe shall be pressured tested. All pipe shall be bedded with granular backfill.

The City of Moberly shall enter into all contracts for the construction of the sewer improvements and shall be responsible for the supervision and enforcement of such contracts, including engineering and inspection, and, subject to the provisions of this Agreement, for payment of all costs of the improvements.

2. Costs of Construction and Payment. The bid estimate for the project construction is Fifty Five Thousand Eight Hundred and Seventy Dollars (\$55,870.00). The whole cost of construction shall be determined within thirty (30) days following completion of the project. Owner agrees to pay one-eighth (1/8) of the whole costs of construction and City shall be responsible for five-eighths (5/8) of the whole costs of construction. City shall be responsible for payment to the contractor for the whole costs of construction and Owner shall pay their one-eighth (1/8) share to the City as follows: Seven hundred and fifty dollars (\$750) shall be due and payable upon the execution of this contract. Upon completion of the project and the determination of the whole cost of the project this \$750.00 payment shall be credited against Owners one-eighth (1/8) share of the whole cost. The balance due following credit for the \$750.00 payment shall be repaid in ten (10) equal annual payments beginning on March 1, 2020 and continuing each year thereafter until March 1, 2030 at which time the entire remaining balance shall be due and payable.

Each payment shall be due without demand and in accordance with the above described repayment schedule. Payments shall be directed to the _____. Payments are in default if not paid within seven (7) days of the due date.

All monies paid to City shall not be held in escrow but rather may be used by City for any legitimate governmental purpose.

3. Sewer Line Construction and Maintenance Easements. Owner, for good and valuable consideration, the receipt of which is hereby acknowledged, hereby grants to City, its successors and assigns, a temporary construction easement along the easterly side of the North Buchanan Street existing right-of-way extending 15 feet east of the right-of-way for purposes of installing the sewer line and appurtenances therewith during the period of time necessary for the completion of the project. The construction easement shall be temporary and is granted for the sole purpose of completing construction of this project. The easement shall terminate following completion of the project.

4. Ownership of Materials. All materials purchased for use in the project shall be property of the City. Owners hereby assign and transfer to City any interest they may have in the construction materials and waive any right to make a claim against the city for any ownership interest in said materials.

5. Transfer or Assignment. This Agreement shall not be assignable, transferable or delegable by any party without the written consent of the other party.

6. 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 the Owner or any successor, assign, heir or personal representative of the Owner in respect of any suit, claim, or cause of action arising out of this Agreement and the Owner hereby waives any such claim. No official, officer, agent, attorney, employee, or representative of the City shall be personally liable to the Owner or the successors, assigns, heirs or personal representatives of the Owner in the event of any default or breach by any party under this Agreement.

7. Default/Remedies. In the event Owner fails to make any payment pursuant to Section 2 of this Agreement and as provided in said Section Owner shall be in default. City is not required to give Notice of default but may do so without waiving its rights in default as provided herein. City may seek to recover payment of any obligation under this contract either in law or equity, by suit, action, mandamus or other proceedings in court.

City is specifically given the right to terminate city water service to the Owner if Owner fails to make any payment due herein. In the event City elects to invoke this remedy it shall provide Owner with written Notice of its Intent to terminate water service no later than 10 days prior to water shut-off. Written Notice will be delivered to owner by mail to the address provided in this Agreement for Notices. Owner may avoid termination of water service or reestablish water service by making any delinquent payment. In order to reestablish water service Owner shall pay all reconnection fees normally assessed by the City Water Department.

None of the foregoing remedies shall be exclusive of any other remedy specified herein or otherwise available to the City and any and all such remedies may be exercised individually, sequentially, collectively, or in the alternative, all at the City’s sole discretion.

If City recovers any delinquent payment by way of initiating suit then Owner agrees to pay all attorney’s fees incurred by the city in collecting the debt and bringing suit along with all costs of any court action. In addition, City shall be entitled to interest on any delinquent payment at the statutory rate from the date of default.

8. 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 the Owner(s) Charles E. Harlow & Nancy K. Harlow
 P.O. Box 122
 Moberly, Missouri 65270

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.

9. 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.

10. Relationship of the Parties; No Third Party Right. Nothing contained in this Agreement nor any act of the Owners 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.

11. 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.

12. 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 the Owners, the City, and their respective successors and permitted assigns.

13. 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.

14. 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 the Owners have each caused this Agreement to be executed in their respective names and attested to as of the date first above written.

CITY OF MOBERLY, MISSOURI
(the "City")

By: _____
City Manager

ATTEST:

By: _____
D.K. Galloway, City Clerk

OWNER

Charles E. Harlow

Nancy K. Harlow

ACKNOWLEDGEMENTS

COOPERATIVE AGREEMENT FOR SEWER INFRASTRUCTURE

THIS COOPERATIVE AGREEMENT FOR SEWER INFRASTRUCTURE (this "Agreement") is made and entered into as of the ____ day of _____ 2019 by and between the CITY OF MOBERLY, a third-class city and a Missouri municipal corporation having a principal office at 101 West Reed Street, Moberly, Missouri 65270 (the "City"); and SEAN ROBERT MILLER and MONICA M. MILLER, husband and wife, having a principal residence at 1007 Taylor Street, Moberly, Missouri 65270 (the "Owner").

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. The Owners are the owners in fee of two (2) parcel of improved real property located in the City known and numbered as 1651 North Buchanan and 1663 North Buchanan, and legally described on the attached Exhibit 1, to which property the Owners desire to connect to the City sewer by way of a sewer main to be constructed by the City.

C. The City and Owner are willing to divide the cost of construction for installing the City sewer main between themselves and one (1) other property owner as set forth herein along a path as described on the attached Exhibit 2.

D. The City has advertised for bids for construction of the sewer main. Owner consents to the successful bidder as the principal contractor for the sewer main construction and acknowledges that the estimate of the cost of the construction at this time is Fifty-Five Thousand Eight Hundred and Seventy Dollars (\$55,870.00) but that the whole cost of construction shall be determined following completion of the construction.

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 sewer line extension shall be located in the 1600 block of North Buchanan Street in Moberly, Missouri within the city right-of-way as described on the attached Exhibit 2. The successful bidder shall act as the contractor for the project which project shall be administered by city staff with construction expected to begin on or about _____ and to be completed within _____ months thereafter. The cost of construction shall include the installation of a service line running across North Buchanan to the Owners property line on the west side of North Buchanan where Owner shall be

responsible to have the service line connected to a new lateral by a licensed plumber. The project will involve removing 900 feet of 4" forced sewer main and replacing it with an 8" gravity sewer main. Precast manholes and sewer services will also be installed. All work will be done according to current City of Moberly specifications.

All manholes shall have cretex wrap on barrel sections and chimney seals installed. All manholes shall pass vacuum testing. All pipe shall be pressured tested. All pipe shall be bedded with granular backfill.

The City of Moberly shall enter into all contracts for the construction of the sewer improvements and shall be responsible for the supervision and enforcement of such contracts, including engineering and inspection, and, subject to the provisions of this Agreement, for payment of all costs of the improvements.

2. Costs of Construction and Payment. The bid estimate for the project construction is Fifty-Five Thousand Eight Hundred and Seventy Dollars (\$55,870.00). The whole cost of construction shall be determined within thirty (30) days following completion of the project. Owner agrees to pay two-eighths (2/8) of the whole costs of construction and City shall be responsible for five-eighths (5/8) of the whole costs of construction. City shall be responsible for payment to the contractor for the whole costs of construction and Owner shall pay their two-eighths (2/8) share to the City as follows: One Thousand Five Hundred Dollars (\$1,500.00) shall be due and payable upon the execution of this contract. Upon completion of the project and the determination of the whole cost of the project this \$1,500.00 payment shall be credited against Owners two-eighths (2/8) share of the whole cost. The balance due following credit for the \$1,500.00 payment shall be repaid in ten (10) equal annual payments beginning on March 1, 2020 and continuing each year thereafter until March 1, 2030 at which time the entire remaining balance shall be due and payable.

Each payment shall be due without demand and in accordance with the above described repayment schedule. Payments shall be directed to the _____. Payments are in default if not paid within seven (7) days of the due date.

All monies paid to City shall not be held in escrow but rather may be used by City for any legitimate governmental purpose

3. Sewer Line Construction and Maintenance Easements. Owner, for good and valuable consideration, the receipt of which is hereby acknowledged, hereby grants to City, its successors and assigns, a temporary construction easement along the easterly side of the North Buchanan Street existing right-of-way extending 15 feet east of the right-of-way for purposes of installing the sewer line and appurtenances therewith during the period of time necessary for the completion of the project. The construction easement shall be temporary and is granted for the sole purpose of completing construction of this project. The easement shall terminate following completion of the project.

4. Ownership of Materials. All materials purchased for use in the project shall be property of the City. Owners hereby assign and transfer to City any interest they may have in the construction materials and waive any right to make a claim against the city for any ownership interest in said materials.

5. Transfer or Assignment. This Agreement shall not be assignable, transferable or delegable by any party without the written consent of the other party.

6. 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 the Owner or any successor, assign, heir or personal representative of the Owner in respect of any suit, claim, or cause of action arising out of this Agreement and the Owner hereby waives any such claim. No official, officer, agent, attorney, employee, or representative of the City shall be personally liable to the Owner or the successors, assigns, heirs or personal representatives of the Owner in the event of any default or breach by any party under this Agreement.

7. Default/Remedies. In the event Owner fails to make any payment pursuant to Section 2 of this Agreement and as provided in said Section Owner shall be in default. City is not required to give Notice of default but may do so without waiving its rights in default as provided herein. City may seek to recover payment of any obligation under this contract either in law or equity, by suit, action, mandamus or other proceedings in court.

City is specifically given the right to terminate city water service to the Owner if Owner fails to make any payment due herein. In the event City elects to invoke this remedy it shall provide Owner with written Notice of its Intent to terminate water service no later than 10 days prior to water shut-off. Written Notice will be delivered to owner by mail to the address provided in this Agreement for Notices. Owner may avoid termination of water service or reestablish water service by making any delinquent payment. In order to reestablish water service Owner shall pay all reconnection fees normally assessed by the City Water Department.

None of the foregoing remedies shall be exclusive of any other remedy specified herein or otherwise available to the City and any and all such remedies may be exercised individually, sequentially, collectively, or in the alternative, all at the City’s sole discretion.

If City recovers any delinquent payment by way of initiating suit then Owner agrees to pay all attorney’s fees incurred by the city in collecting the debt and bringing suit along with all costs of any court action. In addition, City shall be entitled to interest on any delinquent payment at the statutory rate from the date of default.

8. 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 the Owner(s) Sean Robert and Monica M. Miller
1007 Taylor Street
Moberly, Missouri 65270

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.

9. 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.

10. Relationship of the Parties; No Third Party Right. Nothing contained in this Agreement nor any act of the Owners 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.

11. 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.

12. 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 the Owners, the City, and their respective successors and permitted assigns.

13. 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.

14. 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 the Owners have each caused this Agreement to be executed in their respective names and attested to as of the date first above written.

CITY OF MOBERLY, MISSOURI
(the "City")

By: _____
City Manager

ATTEST:

By: _____
D.K. Galloway, City Clerk

OWNERS

Sean Robert Miller

Monica M. Miller

ACKNOWLEDGEMENTS

City of Moberly City Council Agenda Summary

Agenda Number: _____ #8.
 Department: Police
 Date: November 4, 2019

Agenda Item: A Resolution Accepting The Bid Of Moberly Motors For Two 2020 Dodge Charger Police Package Sedans And Authorizing The Purchase For \$53,890.00.

Summary:

A request for bids for two patrol cars and one SUV for the police department were requested from Moberly Motors, Joe Machens Ford, Thomas Motors and Bob McCosh Chevrolet. Only Moberly Motors submitted bids. The bid tabulation is attached. The Police Department requests the bid for the 2020 Dodge Charger police package V-8 AWD for 25,165 each, and the AYE Patrol Package Base Prep option for 1,780 dollars for a total cost of 53,890 dollars. The AYE option is factory installed front & rear wiring harnesses, power distribution system, siren speaker and bracket and truck tray with cooling fan. The bid for the SUV is still under review. Orders for 2020 Dodge Charger Police Units must be in the Ford ordering system before November 13, 2019.

Recommended

Action: Approve this resolution

Fund Name: Police Department CIP

Account Number: 100-007-5502

Available Budget \$:
101,128.00

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

BILL NO: _____

RESOLUTION NO: _____

A RESOLUTION ACCEPTING THE BID OF MOBERLY MOTORS FOR TWO 2020 DODGE CHARGER POLICE PACKAGE SEDANS AND AUTHORIZING THE PURCHASE FOR \$53,890.00.

WHEREAS, the Moberly Police Department requested bids from four automobile dealers for new patrol cars and received one bid from Moberly Motors for two new 2020 Dodge Charger, V-8, all-wheel drive police sedans for \$25,165.00 each and \$1,780.00 each for 2 AYE Patrol Packages; and

WHEREAS, no state bid price for 2020 Dodges is currently available; and

WHEREAS, the Moberly Police Department recommends acceptance of the Moberly Motors bid and authority to immediately purchase the new police vehicles.

THEREFORE, the Moberly, Missouri, City Council accepts the bid of Moberly Motors and authorizes the City Manager or his designee to purchase the Dodge Charger police package sedans for the total price of \$53,890.00.

RESOLVED this 4th day of November, 2019, 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: #9.
 Department: Parks and Rec/Pt
 Works
 Date: November 4, 2019

Agenda Item: A Resolution Authorizing The City Manager To Execute An Amendment To The Phase Ii Solar Services Agreement And License Agreement With Moberly Solar LLC.

Summary: There are amendments proposed by MC Power and staff for Phase II of solar development. The amendment reflects the following changes:

- Facilities are being recommended for removal because they did not pass logistical and ROI hurdles. These facilities are:
 - Airport, Saddleclub Building, Heritage Hills Pumphouse.
- While MC Power is mobilized for the ground-mounted solar shelter north of the Riley Pavilion, staff recommends building an additional 40x110 south-facing “half” in addition to the already-approved solar to create a 80x110 pavilion.
 - This would allow for a better-looking pavilion in the park that is also usable for a wider range of events including current and future Department events such as Fall Fest; reunions and corporate events that the Riley Pavilion is too large/expensive for or other shelters are on the smaller side for (or availability limited); future potential events by inside or outside organizations such as an Oktoberfest.
 - It would allow demolition of the pig barn in addition to the two south-most barns already slated for demo, eliminating maintenance costs and insurance/injury liabilities.
 - Completion of a project in the 10 year plan.
 - It will be financed as part of the 20 year solar lease.
 - The lease payment is the same as in the previous agreement as the removal of the Airport and addition on the solar shelter offset, so the difference is merely where that portion is charged.

Recommended

Action: Approve this resolution.

Fund Name:

Account Number:

Available Budget \$:

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

BILL NO: _____

RESOLUTION NO: _____

A RESOLUTION AUTHORIZING THE CITY MANAGER TO EXECUTE AN AMENDMENT TO THE PHASE II SOLAR SERVICES AGREEMENT AND LICENSE AGREEMENT WITH MOBERLY SOLAR LLC.

WHEREAS, a Solar Services Phase II Agreement and License Agreement was previously authorized by Resolution No. R-830 and executed by the City Manager; and

WHEREAS, certain changes to the Agreement are necessary and are provided for in the attached Amendment to Solar Services Agreement Phase II and License Agreement; and

WHEREAS, city staff recommends approving the Amendment and the City Council finds the changes are in the best interest of the City.

NOW, THEREFORE, the Moberly, Missouri, City Council hereby approves the Amendment to Solar Services Phase II Agreement and License Agreement and authorizes the City Manager to execute the Amendment and to take such further action as may be necessary to protect the best interests of the City.

RESOLVED this 4th day of November, 2019, by the Council of the City of Moberly, Missouri.

Presiding Officer at Meeting

ATTEST:

City Clerk

AMENDMENT TO SOLAR SERVICES AGREEMENT

THIS AMENDMENT TO THE SOLAR SERVICES AGREEMENT (this “Amendment”) is effective as of the ____ of October, 2019 (the “Effective Date”) by and between the City of Moberly, MO (the “City”) and Moberly Solar II, LLC, a Missouri limited liability company. City and Moberly Solar II, LLC are sometimes referred to herein as a “Party” and collectively as the “Parties”.

WHEREAS, the City and Moberly Solar II, LLC entered into a Solar Services Agreement dated August 13, 2019 and a License Agreement dated August 14, 2019 whereby Moberly Solar II, LLC intends to install, own and operate solar systems located on several sites identified in Exhibit A (License Agreement Regarding Solar Panels);

WHEREAS, the Parties desire to amend the Solar Services Agreement to adjust the site locations, total system size and annual production;

NOW, THEREFORE, the Parties agree as follows:

1. **The Solar Services Agreement Term Sheet** is deleted in its entirety and replaced with the Solar Services Agreement Term Sheet attached hereto as Exhibit A.
2. **Schedule A (Location of Solar Array Sites) of the Exhibit A (License Agreement)** is deleted in its entirety and replaced with the attached hereto as Exhibit B.
3. **Schedule B (Burdened Property) of the Exhibit A (License Agreement)** is deleted in its entirety and replaced with the attached hereto as Exhibit C.
4. **Exhibit B (Projection) of the Solar Services Agreement** is deleted in its entirety and replaced with the attached hereto as Exhibit D.
5. The City of Moberly has already approved the construction of a 40’x110’ open steel building (the “Pavilion”). The size has increased by the addition of another 40’x110’ making the Pavilion an 80’x110’ open steel building. Solar will be added to the roof on the south side. The preliminary layout and scope are depicted in Exhibit E. This construction will be financed through the solar services fee.

Signatures on following page

IN WITNESS WHEREOF, the undersigned have duly executed and delivered this Services Agreement as of the Contract Date.

Provider:

Moberly Solar II, LLC

By: _____

Name: Anthony Ross

Title: President

Recipient:

City of Moberly, MO

By: _____

Name: _____

Title: _____

EXHIBIT A

Solar Services Agreement Term Sheet

Services Recipient: City of Moberly, MO

Services Provider: Moberly Solar II, LLC

Site: Multiple Sites in Moberly, MO

System Size 141.57 kW dc

Description: Solar Electric Array

Original Contract Date:

Agreement Type: Solar Services Agreement. Provider and Recipient hereby agree that this Services Agreement shall be treated as a Services Contract for federal tax purposes pursuant to Section 7701(e) of the Internal Revenue Code and is not intended to be a lease under federal law.

Term: 20 years from the Solar Operations Date.

Monthly Services Charge or Fee \$2,750.00

Services Include: System and internet-based monitoring of System and full operation, maintenance and repair of all equipment during the term of the contract, including replacement of System components at the sole cost of Provider and all power generated by the system as more specifically described in the Solar Services Agreement.

Estimated Annual Production: 191,550 (kWhac).

Warranty of System by Provider: Provider warrants its Solar System and its Services as provided in Section 12.

Local Utility Solar Incentive - Rebate: If applicable, payable to Recipient.

Solar Operations Date: On or before February 28, 2020. Utility requires up to 90 days to approve Interconnection.

SRECs: All solar renewable energy credits ("SRECs") related to the Solar System shall be owned by and inure solely to the benefit of Provider unless claimed by the Local Utility pursuant to the Interconnection or Rebate Agreements.

Buyout Option: Buyout option at Fair Market Value at the end of the contract term unless Recipient acquires the Solar System by mutual agreement prior to that time.

Provider's Property: The Solar System shall at all times be the property of the Provider unless and until purchased by Recipient.

Tax Benefits: Shall be the property of the Provider.

Electric Energy: The parties agree that Recipient shall be the owner of the power generated by the Solar System.

Local Utility: Ameren

Recipient Information:

Billing Address: 101 W Reed St., Moberly MO 65270

Representative: Greg Hodge

Billing Email: Greggh@cityofmoberly.com

Billing Phone: (660) 269-7637

Provider Information:

Address: 4031 NE Lakewood Way, Lee’s Summit MO 64064

Representative: Anthony Ross

Email: ARoss@mcpower.com

Phone: (816) 251-4700

In the event of any conflict or inconsistency between the terms of this Summary Term Sheet and the Solar Services Agreement to which it is attached, the terms of the Solar Services Agreement shall prevail.

EXHIBIT B

Location of Solar Array Sites

Aquatic Center: 100 Rothwell Park Rd.



Campfire Girls – James Youth Center: 220 Rothwell Park



Golf Clubhouse: 3534 Hwy JJ



Maintenance: 4092 Hwy JJ



The Lodge: 111 Rothwell



Exhibit C
Burdened Property

Aquatic Center: 100 Rothwell Park Rd., Moberly MO

Campfire Girls – James Youth Center: 220 Rothwell Park Rd., Moberly MO

Golf Clubhouse: 3534 Hwy JJ, Moberly MO

Maintenance: 4092 Hwy JJ, Moberly MO

The Lodge - Pavilion: 111 Rothwell Park Rd., Moberly MO

Exhibit D
Projection

<u>Year</u>	<u>Projected Annual Production (kWh)</u>	<u>Guaranteed Production (kWh)</u>
1	191,550	x 95% = 181,972
2	191,550	x 95% = 181,972
3	191,550	x 95% = 181,972
4	191,550	x 95% = 181,972
5	191,550	x 95% = 181,972
6	191,550	x 92% = 176,226
7	191,550	x 92% = 176,226
8	191,550	x 92% = 176,226
9	191,550	x 92% = 176,226
10	191,550	x 92% = 176,226
11	191,550	x 89%= 170,479
12	191,550	x 89%= 170,479
13	191,550	x 89%= 170,479
14	191,550	x 89%= 170,479
15	191,550	x 89%= 170,479
16	191,550	x 86% = 164,733
17	191,550	x 86% = 164,733
18	191,550	x 86% = 164,733
19	191,550	x 86% = 164,733
20	191,550	x 86% = 164,733

Exhibit E

Construction of Pavilion

80x110 Open Steel Building

Note: Location is approximate, existing buildings to be demo'd by city and is not part of this agreement, solar panels for Lodge array and west Aquatic Center array to be installed on south roof face.



Scope

- 80x110 open steel building frame
- Foundation
- Basic roof on both sides
- Solar array on south side

Excluded

- Gutters
- Additional siding
- Flooring or base
- Electrical work beyond what needed for the solar array
- Painting beyond primer coat
- Other items not specifically listed

City of Moberly City Council Agenda Summary

Agenda Number: _____ #10.
 Department: City Clerk
 Date: November 4, 2019

Agenda Item: A Resolution appropriating money out of the Treasury of the City of Moberly, Missouri.

Summary: Appropriation Resolution.

Recommended

Action: Please approve this Resolution.

Fund Name: N/A

Account Number: N/A

Available Budget \$: N/A

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

A RESOLUTION APPROPRIATING MONEY OUT OF THE TREASURY OF THE CITY OF MOBERLY, MISSOURI IN THE AMOUNT OF \$638,515.96.

WHEREAS, the funds are to be disbursed as follows;

- SECTION 1: There is hereby appropriated out of the **General Fund** of the Treasury of the City of Moberly, Missouri to pay expenses due November 4, 2019 in the amount of **\$112,091.68.**
- SECTION 2: There is hereby appropriated out of the **Non-Resident Lodging Tax Fund** of the Treasury of the City of Moberly, Missouri to pay expenses due November 4, 2019 in the amount of **\$10,100.00.**
- SECTION 3: There is hereby appropriated out of the **Payroll Fund** of the Treasury of the City of Moberly, Missouri to pay expenses due November 4, 2019 in the amount of **\$2,602.28.**
- SECTION 4: There is hereby appropriated out of the **Solid Waste Fund** of the Treasury of the City of Moberly, Missouri to pay expenses due November 4, 2019 in the amount of **\$31.67.**
- SECTION 5: There is hereby appropriated out of the **Heritage Hills Golf Course Fund** of the Treasury of the City of Moberly, Missouri to pay expenses due November 4, 2019 in the amount of **\$1,115.39.**
- SECTION 6: There is hereby appropriated out of the **Parks and Recreation Fund** of the Treasury of the City of Moberly, Missouri to pay expenses due November 4, 2019 in the amount of **\$56,228.87.**
- SECTION 7: There is hereby appropriated out of the **Airport Fund** of the Treasury of the City of Moberly, Missouri to pay expenses due November 4, 2019 in the amount of **\$15,950.67.**
- SECTION 8: There is hereby appropriated out of the **Veteran Memorial Flag Project Fund** of the Treasury of the City of Moberly, Missouri to pay expenses due November 4, 2019 in the amount of **\$1,945.15.**
- SECTION 9: There is hereby appropriated out of the **Utilities Collection Fund** of the Treasury of the City of Moberly, Missouri to pay expenses due November 4, 2019 in the amount of **\$3,341.19.**
- SECTION 10: There is hereby appropriated out of the **Utilities OP & Maintenance Fund** of the Treasury of the City of Moberly, Missouri to pay expenses due November 4, 2019 in the amount of **\$75,563.24.**
- SECTION 11: There is hereby appropriated out of the **Utilities Replacement Fund** of the Treasury of the City of Moberly, Missouri to pay expenses due November 4, 2019 in the amount of **\$49,020.00.**
- SECTION 12: There is hereby appropriated out of the **Utilities OP Reserve Fund** of the Treasury of the City of Moberly, Missouri to pay expenses due November 4, 2019 in the amount of **\$9,400.79.**
- SECTION 13: There is hereby appropriated out of the **Capital Improvement Trust Fund** of the Treasury of the City of Moberly, Missouri to pay expenses due November 4, 2019 in the amount of **\$8,014.59.**
- SECTION 14: There is hereby appropriated out of the **2004B SRF Bonds Debt Service Fund** of the Treasury of the City of Moberly, Missouri to pay expenses due November 4, 2019 in the amount of **\$37,898.57.**
- SECTION 15: There is hereby appropriated out of the **2006A SRF Bonds Debt Service Fund** of the Treasury of the City of Moberly, Missouri to pay expenses due November 4, 2019 in the amount of **\$26,842.53.**
- SECTION 16: There is hereby appropriated out of the **2004C Bonds Debt Service Fund** of the Treasury of the City of Moberly, Missouri to pay expenses due November 4, 2019 in the amount of **\$25,756.20.**
- SECTION 17: There is hereby appropriated out of the **Emergency Telephone Fund** of the Treasury of the City of Moberly, Missouri to pay expenses due November 4, 2019 in the amount of **\$5,145.40.**
- SECTION 18: There is hereby appropriated out of the **Transportation Trust Fund** of the Treasury of the City of Moberly, Missouri to pay expenses due November 4, 2019 in the amount of **\$162,716.31.**
- SECTION 19: There is hereby appropriated out of the **Street Improvement Fund** of the Treasury of the City of Moberly, Missouri to pay expenses due November 4, 2019 in the amount of **\$34,751.43.**

NOW, THEREFORE, the Moberly City Council authorizes these expenditures.

RESOLVED this 4th day of November 2019 by the Council of the City of Moberly, Missouri.

ATTEST:

Presiding Officer

City Clerk

I hereby certify that there is sufficient money standing to the credit of the City of Moberly, Missouri, unappropriated in the several funds covered by this resolution to meet the requirements of this resolution.

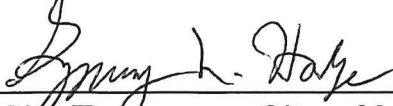
Garry L. Hodge

City Treasurer, City of Moberly, Missouri

EXPENSES PAID OCTOBER 18, 2019 - NOVEMBER 1, 2019 FOR THE FOLLOWING FUNDS ARE TO BE INCLUDED WITH THE NOVEMBER 4, 2019 APPROPRIATION RESOLUTION TOTAL.

General Fund	\$	112,091.68
Non-Resident Lodging Tax Fund	\$	10,100.00
Payroll Fund	\$	2,602.28
Solid Waste Fund	\$	31.67
Heritage Hills Golf Course Fund	\$	1,115.39
Parks and Recreation Fund	\$	56,228.87
Airport Fund	\$	15,950.67
Veteran Memorial Flag Project Fund	\$	1,945.15
Utilities Collection Fund	\$	3,341.19
Utilities OP & Maintenance Fund	\$	75,563.24
Utilities Replacement Fund	\$	49,020.00
Utilities OP Reserve Fund	\$	9,400.79
Capital Improvement Trust Fund	\$	8,014.59
2004B SRF Bonds Debt Service Fund	\$	37,898.57
2006A SRF Bonds Debt Service Fund	\$	26,842.53
2004C Bonds Debt Service Fund	\$	25,756.20
Emergency Telephone Fund	\$	5,145.40
Transportation Trust Fund	\$	162,716.31
Street Improvement Fund	\$	34,751.43
Total	\$	638,515.96

I hereby certify that there is sufficient money standing to the credit of the City of Moberly, Missouri, unappropriated to cover the above funds.



City Treasurer, City of Moberly, Missouri

10/30/2019

Date

#10.

BANK# BANK NAME
CHECK# DATE ACCOUNT# NAME CHECK AMOUNT CLEARED MANUAL VOID REASON FOR VOID

24 DISBURSEMENTS

81747	10/18/2019	2643	UNITED WAY	1,234.28				
81748	10/18/2019	2646	VALIC	892.00				
* 81749	Thru 81760							
81761	10/28/2019	391	CENTRAL BANK OF MOBERLY	43,525.02				
81762	11/01/2019	2903	ABAN PEST CONTROL INC	315.00				
81763	11/01/2019	4645	AERZEN USA CORP	49,020.00				
81764	11/01/2019	5597	ALEX DANIEL FINCHER	300.00				
81765	11/01/2019	1	ALTORFER INC	43.79				
81766	11/01/2019	4525	ALTRUSA	740.00				
81767	11/01/2019	2790	AMERICAN WATER WORKS ASSOC	79.00				
81768	11/01/2019	1825	APOLLO PORTA POTTIES	300.00				
81769	11/01/2019	5910	APPROVED AUTOMOTIVE TOWING	45.00				
81770	11/01/2019	3112	ARAMARK UNIFORM SERVICES	579.08				
81771	11/01/2019	790	ARISTA INFORMATION SYSTEMS INC	2,846.42				
81772	11/01/2019	13	ARROW ENERGY INC	15,084.26				
81773	11/01/2019	30	ARTDEP+BENTON	5.00				
81774	11/01/2019	17	AT&T 5001	5,145.40				
81775	11/01/2019	3808	ATCO INTERNATIONAL	258.00				
81776	11/01/2019	15	AUSTIN COFFEE SERVICE	302.79				
81777	11/01/2019	26	B & D LOCK & KEY	479.00				
81778	11/01/2019	3625	BARR ENGINEERING COMPANY	7,863.59				
81779	11/01/2019	4729	BARTLETT & WEST	979.00				
81780	11/01/2019	5920	BEAMER JAMES	50.00				
81781	11/01/2019	5919	BENN JONI	25.00				
81782	11/01/2019	35	BOGIE PUMP INC	396.19				
81783	11/01/2019	2885	BOTKINS TRUCKING LLC	5,917.37				
81784	11/01/2019	887	BOTKINS TRUCKING LLC KEITH	950.00				
81785	11/01/2019	2975	BRENNTAG MID SOUTH INC	3,256.56				
81786	11/01/2019	5921	BUFFINGTON LAINY	25.00				
81787	11/01/2019	5004	CHAMPION BRANDS LLC	611.98				
81788	11/01/2019	594	BROOKS JIM	49.00				
81789	11/01/2019	3063	CONLEY FOREST DO	155.00				
81790	11/01/2019	2645	CORE & MAIN LP	2,346.65				
81791	11/01/2019	118	D & L TRENCHING INC	1,550.00				
81792	11/01/2019	5869	DEJONGE BRUCE	2,100.00				
81793	11/01/2019	3571	DMZ ENTERPRISE INC	1,550.00				
81794	11/01/2019	5744	ECONO SIGNS LLC	873.72				
81795	11/01/2019	695	ENGINEERING SURVEYS & SERVICES	1,226.00				
81796	11/01/2019	3859	FORREST KEELING NURSERY	1,428.75				
81797	11/01/2019	702	FUSSELMAN SALVAGE CO	54.75				
81798	11/01/2019	704	GALLS LLC	717.77				
81799	11/01/2019	737	HACH COMPANY	1,102.87				
81800	11/01/2019	759	HUTCHINSON SALT COMPANY	4,021.11				
81801	11/01/2019	471	HYDRO KINETICS	5,905.04				
81802	11/01/2019	4347	JOHN DEERE FINANCIAL	.00				VOID:
81803	11/01/2019	4347	JOHN DEERE FINANCIAL	.00				VOID:
81804	11/01/2019	4347	JOHN DEERE FINANCIAL	.00				VOID:
81805	11/01/2019	4347	JOHN DEERE FINANCIAL	4,705.07				
81806	11/01/2019	1188	JOHNSON TERRI	100.00				
81807	11/01/2019	1225	LATSON DOROTHY	937.80				
81808	11/01/2019	5918	LEBANON SUZUKI KAWASAKI	11,820.00				

ACCOUNTS PAYABLE CHECK REGISTER

#10.

**BANK# BANK NAME
CHECK# DATE ACCOUNT# NAME CHECK AMOUNT CLEARED MANUAL VOID REASON FOR VOID**

81809	11/01/2019	1381	LEON UNIFORM COMPANY	779.65				
81810	11/01/2019	5614	MACQUEEN EMERGENCY GROUP	49.06				
81811	11/01/2019	2792	MAIN STREET MOBERLY INC	1,000.00				
81812	11/01/2019	1136	MFA PROPANE	3,896.75				
81813	11/01/2019	2769	MIDWEST BREATHING AIR, LLC	682.04				
81814	11/01/2019	1761	MISSISSIPPI LIME CO	2,313.50				
81815	11/01/2019	5239	MISSOURI DEPART OF REV 3375	3,341.19				
81816	11/01/2019	1744	MISSOURI PETROLEUM PRODUCTS CO	171,946.41				
81817	11/01/2019	2771	MO POLICE CHIEFS ASSOCIATION	275.00				
81818	11/01/2019	2740	MOBERLY AREA CHAMBER OF COMMER	7,500.00				
81819	11/01/2019	1921	MOBERLY LUMBER INC	1,118.23				
81820	11/01/2019	1935	MOBERLY MONITOR INDEX	296.60				
81821	11/01/2019	2907	MOBERLY READY MIX	4,347.83				
81822	11/01/2019	1036	MUNICIPAL CODE CORPORATION	4,600.00				
81823	11/01/2019	2865	NEWMAN SIGNS INC	264.71				
81824	11/01/2019	5922	OLD DOMINION BRUSH	712.58				
81825	11/01/2019	4618	OTIS ELEVATOR COMPANY	1,917.84				
81826	11/01/2019	5923	PLAZA TIRE SERVICE #64	3.99				
81827	11/01/2019	2586	PRATHERS TOWING	55.00				
81828	11/01/2019	415	RANDOLPH AREA YMCA	1,214.00				
81829	11/01/2019	2593	RANDOLPH COUNTY RECORDER	30.00				
81830	11/01/2019	5751	REMOLE COATINGS LLC	9,500.00				
81831	11/01/2019	497	ROBINSON CHARLES	3.00				
81832	11/01/2019	2600	SAFE PASSAGE	860.00				
81833	11/01/2019	2601	SAFETY-KLEEN CORP	98.14				
81834	11/01/2019	3014	SAM'S CLUB	1,378.00				
81835	11/01/2019	5678	SAVING DOGS 4 PAWS AT A TIME	50.00				
81836	11/01/2019	280	SCHIPPERS INTERNATIONAL TRUCK	11.89				
81837	11/01/2019	617	SCHULTE SUPPLY INC	1,918.03				
81838	11/01/2019	2610	BRENDLINGER ENTERPRISES INC	1,497.50				
81839	11/01/2019	1849	SPRINT	.00			VOID:	
81840	11/01/2019	1849	SPRINT	2,587.57			VOID:	
81841	11/01/2019	5700	STAPLES	.00			VOID:	
81842	11/01/2019	5700	STAPLES	1,216.24				
81843	11/01/2019	5926	SULLIVAN BROTHERS FLOORING	751.08				
81844	11/01/2019	2637	SYDENSTRICKER FARM & LAWN	114.52				
81845	11/01/2019	2640	THOMAS HILL PUBLIC WATER SUPPL	103.46				
81846	11/01/2019	3134	TOX REVIEW LLC	400.00				
81847	11/01/2019	2386	KRIBBS EUGENE L	270.00				
81848	11/01/2019	1562	UNITED FIRST AID & SAFETY	462.46				
81849	11/01/2019	2643	UNITED WAY	250.00				
81850	11/01/2019	2223	US CELLULAR	361.28				
81851	11/01/2019	2644	USA BLUE BOOK	2,798.77				
81852	11/01/2019	2647	VANDEVANTER ENGINEERING INC	5,052.60				
81853	11/01/2019	5835	VEE-JAY CEMENT CONTRACTACTING	32,237.32				
81854	11/01/2019	5800	VERIZON CONNECT NWF INC	17.69				
81855	11/01/2019	4045	VICKY HARTZLER OFFICE SUPPLY	958.35				
81856	11/01/2019	2742	WAL MART COMMUNITY	.00			VOID:	
81857	11/01/2019	2742	WAL MART COMMUNITY	967.03				
81858	11/01/2019	5924	WATER DISTRICT NO 1	475.00				
81859	11/01/2019	5927	WATERWORTH	7,480.00				
81860	11/01/2019	2657	WILLIAMS DANIEL J.	330.00				
81861	11/01/2019	5908	WILLIAMS KEEPERS, LLC	10,230.00				

245

ACCOUNTS PAYABLE CHECK REGISTER

#10.

BANK#	BANK NAME	ACCOUNT#	NAME	CHECK AMOUNT	CLEARED	MANUAL	VOID	REASON FOR VOID
81862	11/01/2019	5925	WILLIS MARK	3,600.00				
81863	11/01/2019	2772	WIRELESS USA	89.50				
81864	11/01/2019	5928	YOUNG TIFFANY	52.13				
81865	11/01/2019	5298	ZAMKUS AND ASSOCIATES LLC	3,000.00				
81866	11/01/2019	5294	ZURCHER TIRE INC	786.00				
*20190741								
20190742	10/24/2019	5783	BANKCARD SERVICES	13,333.06				E-PAY
20190743	10/25/2019	2708	UMB BANK	90,497.30				E-PAY
20190744	10/25/2019	6	AMEREN MISSOURI	40,861.24				E-PAY
20190745	10/28/2019	5898	MOBERLY SOLAR, LLC	15,660.16				E-PAY

* See Check Summary below for detail on gaps and checks from other modules.

BANK TOTALS:	
OUTSTANDING	638,515.96
CLEARED	.00

BANK 24 TOTAL	638,515.96
VOIDED	.00

FUND	TOTAL	OUTSTANDING	CLEARED	VOIDED
100 GENERAL FUND	112,091.68	112,091.68	.00	.00
102 NON-RESIDENT LODGING TAX	10,100.00	10,100.00	.00	.00
105 PAYROLL FUND	2,602.28	2,602.28	.00	.00
110 SOLID WASTE FUND	31.67	31.67	.00	.00
114 HERITAGE HILLS GOLF CRSE	1,115.39	1,115.39	.00	.00
115 PARKS & RECREATION FUND	56,228.87	56,228.87	.00	.00
120 AIRPORT FUND	15,950.67	15,950.67	.00	.00
140 VETERAN MEMORIAL FLAG PRJ	1,945.15	1,945.15	.00	.00
300 UTILITIES COLLECTION FUND	3,341.19	3,341.19	.00	.00
301 UTILITIES OP & MAINT	75,563.24	75,563.24	.00	.00
302 UTILITIES REPLACEMENT	49,020.00	49,020.00	.00	.00
303 UTILITIES OP RESERVE	9,400.79	9,400.79	.00	.00
304 CAPITAL IMPROVEMENT TRUST	8,014.59	8,014.59	.00	.00
377 2004B SRF BONDS DEBT SERV	37,898.57	37,898.57	.00	.00
378 2006A SRF BONDS DEBT SERV	26,842.53	26,842.53	.00	.00
379 2004C BONDS DEBT SERVICE	25,756.20	25,756.20	.00	.00
400 EMERGENCY TELEPHONE FUND	5,145.40	5,145.40	.00	.00
600 TRANSPORTATION TRUST FUND	162,716.31	162,716.31	.00	.00
601 STREET IMPROVEMENT FUND	34,751.43	34,751.43	.00	.00

ACCOUNTS PAYABLE CHECK REGISTER
*** CHECK SUMMARY ***

#10.

BANK# BANK NAME
CHECK# DESCRIPTION

24 DISBURSEMENTS

81747 Thru 81748 Accounts Payable Checks
81749 Thru 81760 Utility Billing Checks
81761 Thru 81866 Accounts Payable Checks

20190742 Thru 20190745 Accounts Payable E-Pay

247

City of Moberly City Council Agenda Summary

Agenda Number: _____ #11.
 Department: City Manager
 Date: November 4, 2019

Agenda Item: Proposal from the Tourism Advisory Commission

Summary: At the October 16, 2019 Moberly Tourism Commission meeting following proposals were reviewed and recommended approval by the Commission.

A proposal from Moberly Area Chamber of Commerce for mural placements in downtown Moberly. They are requesting \$2,000 for the event for the mural project. The board made a motion to approve this request for \$1,000 (maximum is \$1,000). Points received was 24 out of 35. This is a Capital Improvement Project

A proposal from Moberly Council on the Arts requesting \$550 for the MACA Fall Concert Series event for advertising. The board made a motion to approve this request for \$550. Points received was 29 out of 35.

Recommended

Action: Accept these proposals

Fund Name: Non-Resident Lodging Tax Fund

Account Number: 102.000.5212

Available Budget \$: N/A

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



Name of Organization: Moberly Area Council on the Arts Date: 9/4/2019

Contact Person: Stefanie Riley

Address: 101 College Ave Moberly, MO Telephone: 660-353-9048

Date of Event: 9/2019-12/2019 Name of Event: MACA Fall Concert Series

How Event Promotes Tourism in Moberly

What are the specific, measurable Tourism benefits your event or capital project produces?
MACA brings concerts Sept.-Dec. All 4 concerts will bring outside and local performers and audience participants. Nov-Dec will bring student performers and families that will support local revenue.

How does your event promote tourism, conventions, and other events within the city?
Our November performance in conjunction with Moberly Chamber of Commerce will honor Veterans which will bring student performers along with their families to the area. Dec will as well.

How does your event attract non-residents?
Using student performers brings families to support the students along with our advertising with Mediacom in Columbia, on radio stations across central Missouri and social Media help us reach fans across the entire state.

If your application were accepted, how would the tourism funds granted be used? (If marketing, fill out itemized marketing budget)

Financial Statement (See Attached)

Statement of Assurances

Any funds received under this grant will be used for the purposes described in this application. The figures, facts, and representations in this application are true and correct to be best of my knowledge.

Name (Please Print): Stefanie Riley

Signature: _____

Date: 9/4/2019 Title or Office Held: Arts Administrator

Detailed Budget

Event: MACA Fall Performance Season

Date of Event: 9/2019-12/2019 Date of Application: 9/4/2019

Sponsor: Moberly Area Council on the Arts

Actual Last Year 20__

OR
First Annual Budget

Estimated Present Year 20__

Income (Estimated)

- Rental Booths
- Entry Fees/ Gate Receipts
- Donations/ Sponsorships
- T-Shirts and Souvenirs
- Food and Drinks, Etc.
- Moberly Tourism Grant
- Other: (Explain)
- MACC
- MAC Grants

\$ 7,000.00	\$ 7,000.00
10,000.00	10,000.00
0	0
0	0
\$ 1100.00	\$ 1100.00
5,000.00	3,500.00
7,770.00	7,000.00
2,700.00	2,500.00
5775.00	5,000.00
440.00	500.00
100.00	100.00
9,999.00	9,999.00
14,959.62	13,750.00
250.00	250.00
500.00	500.00
0	750.00
300.00	300.00
0	0
0	0
100.00	150.00
32,423.62	31,299.00

Expenses (Itemized)

- Advertising *
- T-Shirts and Souvenirs Food, Drinks, Etc.
- Labor Costs
- Entertainment
- Supplies
- Postage
- Rentals
- Insurance
- Payout, awards, prizes, contest winnings
- Other (Explain)
- Art opening expenses

Total Expenditures

Estimate Value of In-Kind Services (Explain)

*If marketing grant application, fill out itemized marketing budget sheet.

*Omitting required information will disqualify your application

City of *Moberly!*

Name of Organization: _____

Contact Person: _____ Phone: _____

Address: _____ Date of Event: _____

Amount of Award: _____ Date Granted: _____

Summary of Event

Attendance: _____ Moberly Hotel/Motel Rooms Used: _____

Average Stay (# of nights): _____

If Moberly motels sold out, list other accommodations that attracted overnight visitors:

Comments: _____

Describe the general impact this event had on the Moberly Community:

Describe the Success of this event"



MOBERLY TOURISM COMMISSION

GRANT APPLICATION

PROJECT SCORE SHEET

Date: 10-16-19

Tourism Board Member Name: _____

Name of Event: MACA Fall Concert Series

Name of Organization: Moberly Council on the Arts

Evaluation Factors	Possible Points	Score
Quantify expansion of tourism in Moberly	5	5
Positive Community Impact to Moberly	5	5
Quality and Uniqueness of proposed Project	5	4
Positive Economic Impact to Moberly	5	3
Stability of Management and capacity	5	5
Evidence of Community Support	5	4
Overnight Hotel Stays, Retail, Restaurant	5	3
Total	35	29

The following values are assigned to each numeric spread:

- Outstanding - 5 points
- Excellent - 4 points
- Good - 3 points
- Marginal - 2 points
- Poor - 1 point

(83%)

0456



Name of Organization: Moberly Area Chamber of Com Date: 10/1/19

Contact Person: Megan Schmitt

Address: 211 West Reed Telephone: 263-6070

Date of Event: 11/1/19 Name of Event: mural painting

How Event Promotes Tourism in Moberly

What are the specific, measurable Tourism benefits your event or capital project produces?

Murals offer 27-7 accessibility to art and creative expression without the cost and class-based barriers associated with museums and galleries. Public art initiatives have been identified as an "equity-advancement strategy" for economic development of populations at risk of displacement.

Murals also promote a sense of identity, belonging, attachment, welcoming, and openness, and strengthen community identification to place. Murals are a form of creative placemaking. They create a tangible sense of place, destination, resulting in increased foot traffic while adding color, vibrancy, and character to urban environment. Murals are a form of creative placemaking. They create a tangible sense of place, destination, resulting in increased foot traffic while adding color, vibrancy, and character to urban environment. Additionally, murals create a sense of public safety by creating a feeling that a location is cared for, which in turn makes crimes of opportunity less likely

How does your event promote tourism, conventions, and other events within the city?

The goal of this campaign is to engage tourists, and locals, which will encourage curiosity and reinvestment into downtown Moberly. In time we hope that with increased revenue we will be capable of offering additional events in the downtown area. These murals will also create a sense of belonging and investment in our community.

How does your event attract non-residents?

Murals attract non-residents as a location to visit as "selfie-spots". Many times photos of individuals in front of murals are used on social media which will give other viewers an idea of things that we have to offer in Moberly.

If your application were accepted, how would the tourism funds granted be used? (If marketing, fill out itemized marketing budget)

Tourisim funds would be used to help purchase material for the mural artist to use.

Financial Statement (See Attached)

Statement of Assurances

Any funds received under this grant will be used for the purposes described in this application. The figures, facts, and representations in this application are true and correct to be best of my knowledge.

Name (Please Print): Megan Schmitt

Signature: _____

Date: 10/9/19 Title or Of 256 d: Director

Detailed Budget

Event: mural painting

Date of Event: _____ Date of Application: 10/9/19

Sponsor: Moberly Area Chamber of Commerce

Actual Last Year 20__
or
First Annual Budget Estimated Present Year 20__

Income (Estimated)

Rental Booths	_____	_____
Entry Fees/ Gate Receipts	_____	_____
Donations/ Sponsorships	_____	_____
T-Shirts and Souvenirs	_____	_____
Food and Drinks, Etc.	_____	_____
Moberly Tourism Grant	_____	_____
Other: (Explain)	_____	_____

Total Income (Estimated)

_____	_____
-------	-------

Expenses (Itemized)

Advertising *		
T-Shirts and Souvenirs Food,	_____	_____
Drinks, Etc.	_____	_____
Labor Costs	_____	15,000
Entertainment	_____	_____
Supplies	_____	2,000
Postage	_____	_____
Rental	_____	_____
Insurance	_____	_____
Payout, awards, prizes, contest	_____	_____
Winnings	_____	_____
Other (Explain)	_____	_____

Total Expenses (Estimated)

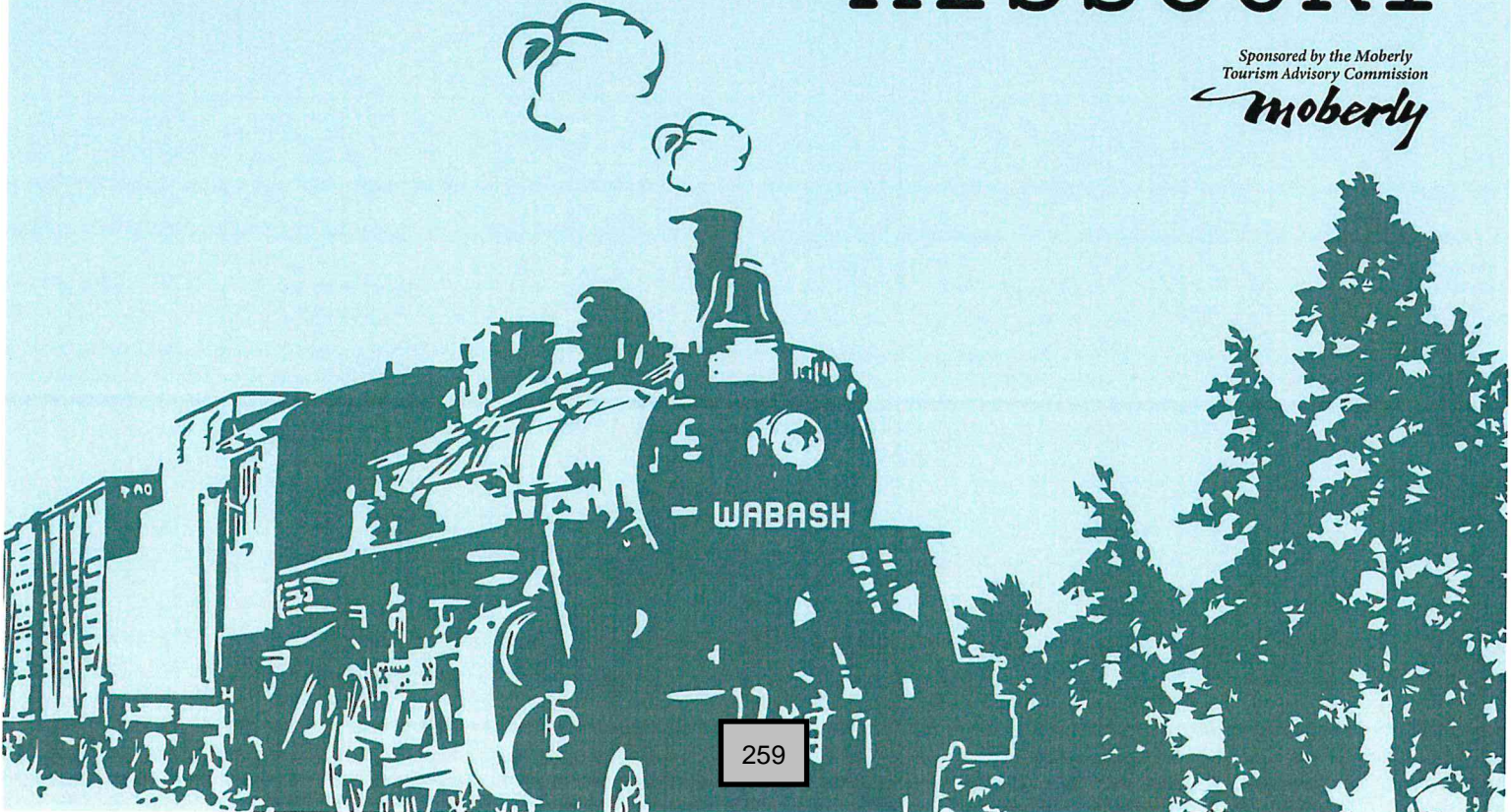
_____	17,000
-------	--------

Greetings from

MOBERLY

MISSOURI

Sponsored by the Moberly
Tourism Advisory Commission
moberly



WELCOME TO HISTORIC

Downtown

MOBBERLY
MISSOURI

City of *Moberly!*

MOBERLY TOURISM COMMISSION

GRANT APPLICATION

PROJECT SCORE SHEET

Date: 10-16-19

Tourism Board Member Name: _____

Name of Event: Mural Project

Name of Organization: Moberly Area Chamber of Commerce

Evaluation Factors	Possible Points	Score
Quantify expansion of tourism in Moberly	5	2
Positive Community Impact to Moberly	5	4
Quality and Uniqueness of proposed Project	5	5
Positive Economic Impact to Moberly	5	3
Stability of Management and capacity	5	3
Evidence of Community Support	5	5
Overnight Hotel Stays, Retail, Restaurant	5	2
Total	35	24

The following values are assigned to each numeric spread:

- Outstanding - 5 points
- Excellent - 4 points
- Good - 3 points
- Marginal - 2 points
- Poor - 1 point

\$1,000

6280

(\$1360)

City of Moberly City Council Agenda Summary

Agenda Number: _____ #12.
 Department: City Manager
 Date: November 4, 2019

Agenda Item: Appointment to the Housing Authority Board.

Summary: In October 2019 Board member Phyllis Self will expire. The Board Commissioners of the Housing Authority would like to reappoint her to this board. The Housing Authority recommends that Phyllis Self whom has agreed to serve on the Housing Authority Board be reappointed. Her term will expire October 2023.

Recommended

Action: Reappoint Phyllis Self to this board.

Fund Name: N/A

Account Number: 0

Available Budget \$: 0

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



Phyllis Self
1126 Glenwood
Moberly MO 65270

October 14, 2019

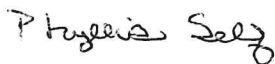
Honorable Jerry Jeffrey
City of Moberly, Missouri
101 W Reed
Moberly MO 65270

Dear Mayor,

Per my conversation with Donna Dunwoody, Executive Director for the Moberly Housing Authority, she suggested that I submit a letter of interest of continue serviced for your consideration. My term as a Board Commissioner for the Moberly Housing Authority expires October 2019. The Housing Authority provides a needed service for the low-income families, elderly and people with disabilities and handicaps in this community. My belief is that I help people by being a commissioner. During my tenure as a commissioner, I have fulfilled the requirements and expectations of a Housing Authority Commissioner. Please note that I am interested in serving another four-year term and am confident that I can continue to carry out that role in a responsible manner.

The Housing Authority is in support of another term if you were to consider me for that appointment. If you have any questions, please contact me at 263-6408.

Sincerely,



Phyllis Self

Housing Authority of the City of Moberly

#12.

MAILING ADDRESS
P.O. BOX 159
MOBERLY, MO 65270-0159
EXECUTIVE DIRECTOR: DONNA DUNWOODY

October 14, 2019

Honorable Jerry Jeffrey
City of Moberly, Missouri
101 W Reed
Moberly MO 65270

Dear Mayor,

The term for Phyllis Self expires at the end of October 2019 as a Board Commissioner for the Moberly Housing Authority.

Mrs. Self has been a faithful and conscientious board member who has expressed interest in serving another four-year term. She rarely misses a board meeting and is always prepared to conduct business when the meeting starts. She earned the respect of the other commissioners who elected her as their chair of the commissioners. Phyllis Self has taken the initiative to become certified by a national housing industry professional organization. Please find enclosed a letter from Mrs. Self expressing her interest.

The Housing Authority is asking for your consideration to reappoint Mrs. Phyllis Self for another four-year term which would expire October 2023. If you have any questions, please contact me at 263-2287.

Sincerely,



Donna Dunwoody, PHM
Executive Director

Moberly Towers
205 Farror Street

660-263-2287
Fax: 660-263-4282
TDD: 660-263-2295

L.W. Case Apartments
220 Taylor Street

Allendale Manor
Apartments
23 Kehoe Avenue

660-263-3950
FAX: 660-263-5509
TDD: 660-263-229

Countryview Garden
Apartments
23 Kehoe Avenue

