

**A G E N D A**  
**WORK SESSION MEETING**  
**City of Moberly**  
**October 05, 2020**  
**6:00 PM**  
**AMENDED AGENDA**

**Requests, Ordinances, and Miscellaneous**

1. A request by a citizen for a stop sign at the corner of Vincil and Walnut.
2. A request from Jamie Shirk, YMCA 2020 to hold their annual Turkey Trot 5K on November 26, 2020.
3. A request from Moberly Chamber of Commerce to hold their annual Christmas Parade on December 5, 2020.
4. Receipt of Bids for the Athletic Complex Roofing
5. Receipt of Bids for Sugar Creek Dam Mitigation Grouting Project
6. Amendment to Financial Services Agreement with Piper Sandler & Co.
7. A Resolution Accepting A Quit Claim Deed From Ryan Holliger For Real Estate Located At 12 Windsor Place.

# City of Moberly City Council Agenda Summary

**Agenda Number:** \_\_\_\_\_ WS #1.  
**Department:** Public Works  
**Date:** October 5, 2020

**Agenda Item:** A request by a citizen for a stop sign at the corner of Vincil and Walnut.

**Summary:** Attached please find the traffic study that was done by the Moberly Police Department. The Police do not feel a stop sign is needed from the reports of traffic accidents at this intersection.

**Recommended**

**Action:** Staff recommends no changes be made.

**Fund Name:** N/A

**Account Number:** N/A

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

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

City of

The logo for the City of Moberly, featuring the word "Moberly!" in a stylized, blue, cursive font with a large exclamation point.**Police Department***Professional, Proactive Policing*

Troy Link

Chief of Police

264th Session FBI Academy

300 N Clark Street

Moberly, MO 65270

Phone: 660-263-0346

Fax: 660-263-8540

09-28-2020

RE: Traffic Survey Vincil and Walnut

On 09-28-2020, the Moberly Police Department completed a traffic survey for the intersection of Vincil and Walnut Streets. A request to change the traffic control for this intersection was received from Audrey Whitmore of 533 Vincil Street. Ms Whitmore is requesting the intersection be changed to a four-way stop. Currently this intersection is an uncontrolled intersection, meaning there is no traffic control in place. Vehicles approaching an uncontrolled intersection are to insure the intersection is clear before proceeding through it.

Only one accident has been reported to the Moberly Police since May of 1999 for the intersection of Vincil and Walnut. That single accident occurred on 04-30-2004. Vincil Street has stop signs at both ends of the street where it intersects with Bertley on the west and McLelland Dr on the east. Between these are three uncontrolled intersections, Vincil and Walnut, Oak and Vincil and Mullen and Vincil. I also checked accident records for Oak and Vincil and found two accidents for this intersection, both from 2001 and 2 accidents for Mullen and Vincil, one from 2004 and one from 2009.

The traffic accident records do not support a change in the traffic control for the intersection of Vincil and Walnut. Any increase in traffic control at Vincil and Walnut would also require the same traffic control increase at Oak and Vincil and Mullen and Vincil intersections.

Respectfully submitted

Chief of Police

Troy Link

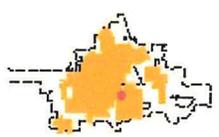
A handwritten signature in black ink, appearing to read "Troy Link", written over the printed name.

# Moberly, MO



1 in. = 35ft. 

This Cadastral Map is for informational purposes only. It does not purport to represent a property boundary survey of the parcels shown and shall not be used for conveyances or the establishment of property boundaries. THIS MAP IS NOT TO BE USED FOR NAVIGATION

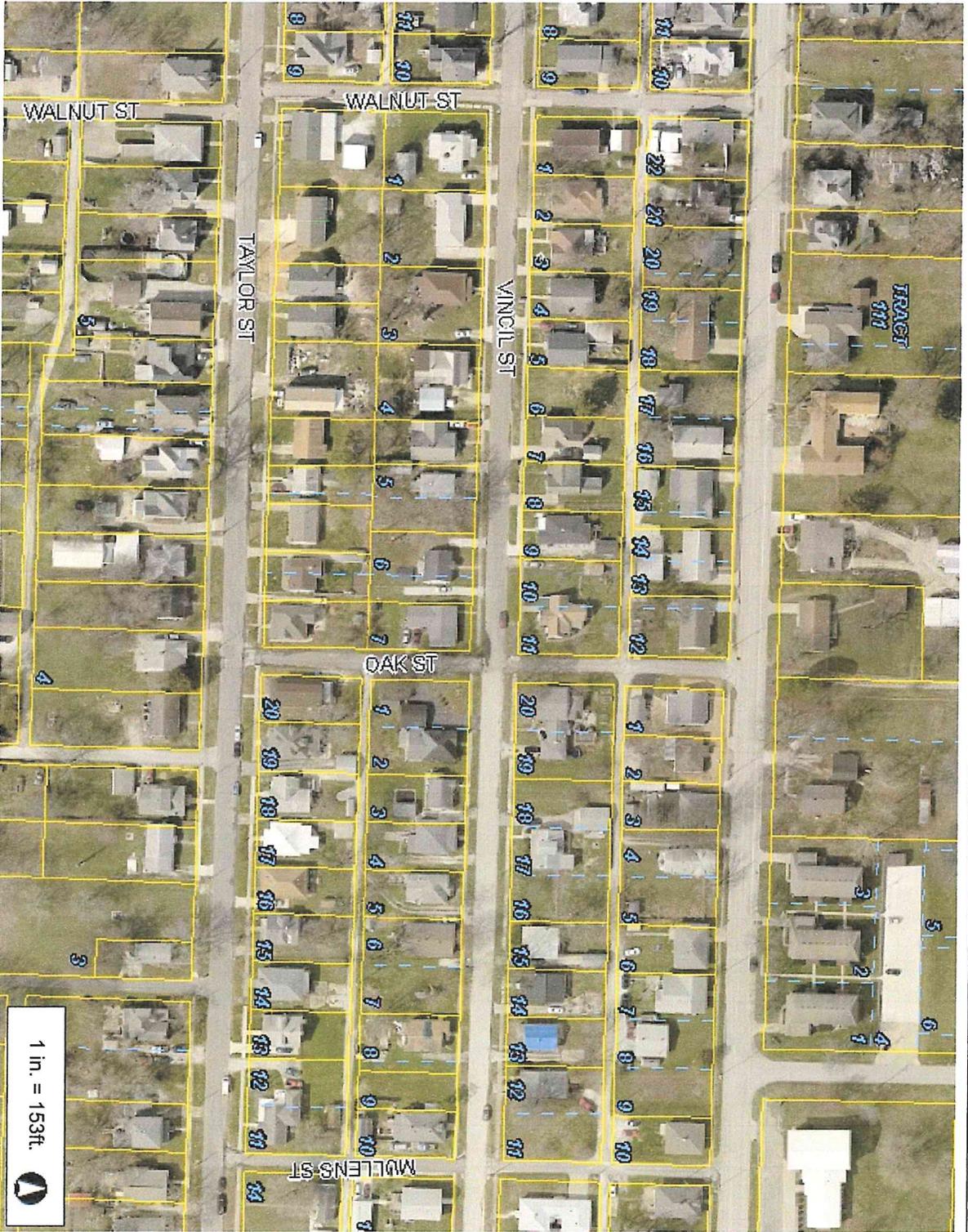


### Legend

-  Roads
-  Corporate Limit
-  Parcel
-  Original Lot
-  Stream
-  Subdivision
-  Lots
-  South Ridge Lot Line

### Notes

# Moberly, MO



### Legend

- Roads
- Corporate Limit
- Parcel
- Original Lot
- Stream
- Subdivision
- Lots
- South Ridge Lot Line

### Notes

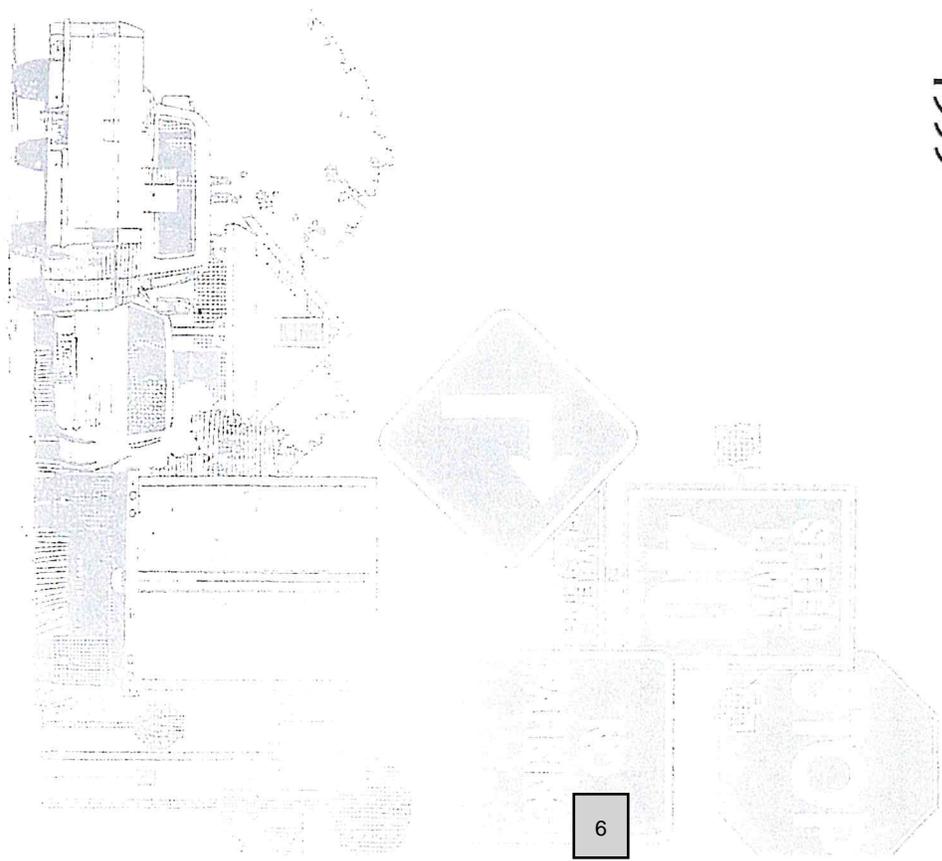
This Cadastral Map is for informational purposes only. It does not purport to represent a property boundary survey of the parcels shown and shall not be used for conveyances or the establishment of property boundaries.  
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1 in. = 153ft.

305.6  
 0  
 152.79  
 305.6 Feet

# Introduction to Traffic Practices

a Guidebook for Local Agencies 1999



Introduction to Traffic Practices

1 9 9 9



UMR • MLTRC  
Butler-Carlton Hall  
1870 Miner Circle  
Rolla, Missouri 65409

Compliments of the MLTRC Distribution Library.

This copy is yours to keep.

TABLE 1  
VISIBILITY REQUIREMENTS  
FOR STOP SIGNS

Minimum Approach Speed	Distance (Feet) <sup>1/</sup>
20 MPH (30 km/h)	125 (38 m)
30 MPH (50 km/h)	210 (64 m)
40 MPH (60 km/h)	295 (90 m)
50 MPH (80 km/h)	430 (131 m)
55 MPH (90 km/h)	490 (149 m)

<sup>1/</sup> For wet concrete or asphalt pavement having a maximum grade of three percent. See - A Policy on Geometric Design of Highways and Streets - 1990 American Association of State Highway and Transportation Officials.

If the STOP sign is not visible for the minimum distance shown in Table 1, "STOP AHEAD" signs should be used. In rural areas, these signs should normally be placed about 750 feet (225 m) in advance of the STOP sign. On high-speed roads and particularly on freeways, advance warning distances may have to be as great as 1500 feet (450 m) or more. Where speeds are relatively low in urban areas, the advance distance should be only about 250 feet (75 m).

**CAN A STOP SIGN BE USED TO CONTROL EXCESSIVE SPEED?**

If the only reason for placing a STOP sign at an intersection is to control vehicle speed, it should not be used. Where STOP signs have been used in an attempt to control speeds, it has been observed that speeds downstream are higher than if the STOP signs were not there. Better options are available including speed control signs, expanded enforcement of the present speed limit, and warning signs such as "SCHOOL CROSSING" or "PEDESTRIAN CROSSING", depending on what is appropriate.

It is not unusual for public or political pressure to be exerted of STOP signs for speed control, particularly in subdivisions on local. Some agencies have been successful in resisting placement of unwarranted STOP signs by requiring the neighborhood association or subdivision request in writing the placement of the STOP sign.

**SHOULD A STOP SIGN BE PLACED NEXT TO A TRAFFIC SIGNAL IN CASE THE POWER FAILS?**

STOP signs should never be used in conjunction with traffic signals because when the traffic signal is working, motorists can become confident about which control device to obey. It is important that only one type of traffic control sign (and/or signal) be used at any given installation.

**IF THE TRAFFIC VOLUME IS LOW AT AN INTERSECTION BUT THE STREETS ARE CROSSED FREQUENTLY BY PEDESTRIANS, SHOULD A STOP SIGN BE USED?**

If traffic volumes are low, adequate traffic gaps should be available for pedestrians to safely cross the roadway without the aid of STOP signs. STOP signs should not be used under such circumstances. More information concerning traffic controls for pedestrians can be found in Chapter 5 - Crossings.

**SHOULD A STOP SIGN BE USED AT A RAILROAD CROSSING?**

STOP signs may be used at highway-rail grade crossings at the discretion of the responsible state or local agency for crossings that have two or more trains per day and are without automatic traffic control devices.

"Two or more trains per day" is interpreted to mean an average of two or more trains operating over the crossing each day for a period of 30 days prior to the installation of the STOP sign.

For other crossings with passive protection, STOP signs may be used only after a need is established by an engineering study. See Section 8 of the MUTCD for additional details.

I HAVE ATTACHED  
SOME INFO THAT  
MAY ADDRESS THIS  
FOR YOU AS IT SOUNDS  
LIKE A SPEED ISSUE  
ONLY. Tom

September 23, 2020

Tom Sanders  
City of Moberly

Re: Request for Stop Sign – Corner of Vincil and Walnut

I would like to respectfully request that the City of Moberly place a four-way stop sign on the corners of Vincil and Walnut Streets. I have personally witnessed cars driving fast and not slowing up at these crosswalks.

I moved to 533 Vincil Street last November with my 16 year old grandson and four (4) great grandchildren, ages 9, 7, 6 and 16 months, who I am their legal guardian. All of my children play outside daily and I have counted as many as fourteen (14) children or more that live and play in this area on their bikes and on the sidewalks. Although we try to promote extreme caution with the kids while playing outside, it would be helpful if the traffic is required to stop at the corners, rather than speed through. There are others in the neighborhood that have told me that they agree with this request.

Please give this request your utmost consideration. Preventing an injury or worse to a child is certainly worth putting up a stop sign.

Thank you,

*Audrey Whitmore*

Audrey Whitmore  
533 Vincil Street  
Moberly, MO 65270  
660-353-9176

# City of Moberly City Council Agenda Summary

Agenda Number: WS #2.  
 Department: Police  
 Date: October 5, 2020

**Agenda Item:** 2020 YMCA Turkey Trot 5K Fundraiser

**Summary:**

Request to hold the 2020 YMCA Turkey Trot 5k to raise funds for the YMCA Strong Kids Campaign on November 26, 2020. This is an annual fundraising event. The 5k will begin at 8:00 am in front of 214 N 5<sup>th</sup>. Participants will travel south on 5<sup>th</sup> street to Fisk Ave, turn west on Fisk Ave and continue to Rothwell Park Road. Turn north on Rothwell Park Road at the Maintenance Shed, travel north to the James Youth Cabin, then east across the dam and continue to Holman Road at the war memorial. South on Holman Road to W Reed Street, east on W Reed Street to Hagood St, cross Hagood and continue east on Adams Street to Johnson S. Cross Johnson St. and continue east in the 500 block of W Reed to 5<sup>th</sup> and then north on 5<sup>th</sup> Street to the finish line at 214 N 5<sup>th</sup>. Contact person is Jamie Shirk, 660-263-3600. 100 to 150 participants are expected and 25 volunteers will be available to assist. Law Enforcement is requested to provide traffic assistance.

**Recommended Action**

Approve request

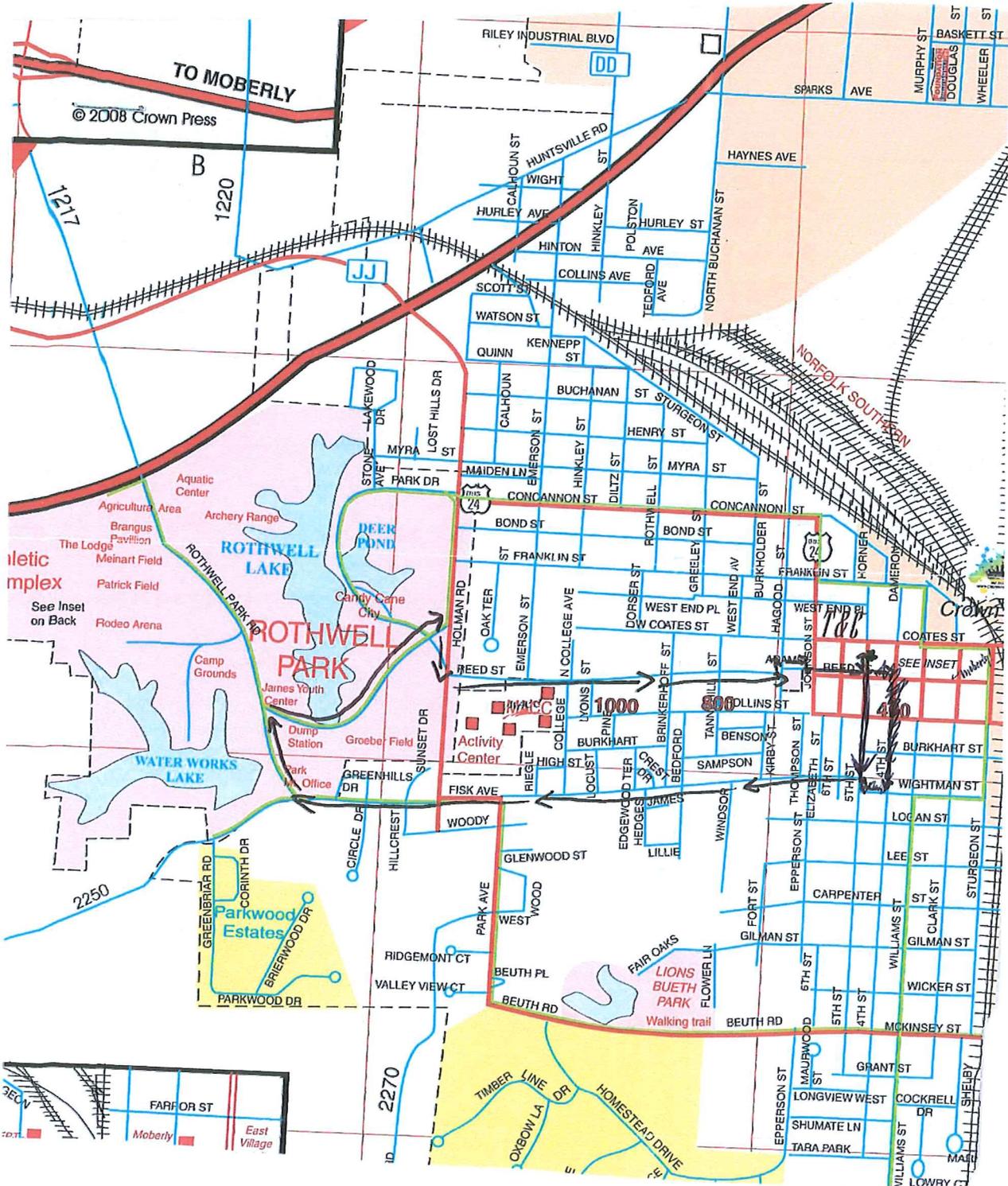
**Fund Name:**

**Account Number:**

**Available Budget \$:**

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

<b>ATTACHMENTS:</b>		<b>Role Call</b>	<b>Aye</b>	<b>Nay</b>
___ Memo	___ Council Minutes	<b>Mayor</b>		
___ Staff Report	<u>  x  </u> Proposed Ordinance	M___ S___ <b>Jeffrey</b>	___	___
___ Correspondence	___ Proposed Resolution			
___ Bid Tabulation	___ Attorney's Report	<b>Council Member</b>		



City of

*Moberly!*

Police Department  
Russell W. Tarr  
Chief of Police  
223rd Session FBI Academy

300 N. Clark Street  
Moberly, MO 65270  
Phone: 660-263-0346  
Fax: 660-263-8540

**Walk/Run Application Permit**

Application Date: 9/23/2020  
(Note: Application Date must be received by staff sixty (60) days prior to the event)

Requested Date of event: 11/26/2020

Purpose of event: YMCA Turkey Trot 5K - Fundraiser for Strong Kids Campaign.

Name of event director: Jamie Shirk

Contact phone number(s) of director: 660 263 3600

Approximate number of participants: 100-150

Route requested, Begin & End Time: Race begins at 8am in front of Sundance Embroidery, 214 N. 5th St. Race heads south on 5th St., East on Reed St. South on 4th street, <sup>WEST</sup> <sup>ON</sup> ~~Weston Wightman~~, Follow onto Fisk Ave, North on Rothwell Park Rd., East at the James Youth Center, South on Holman Rd., East on Reed St, North on Hagood, East on Adams, South on Johnson, East on Reed St., North on 5th St., Finish at Sundance Embroidery.  
(Please include a map diagram showing start to finish)

Will the route/streets be marked? Yes: X No: \_\_\_\_\_

Will the organization furnish personnel to assist with the event?

Yes: X No: \_\_\_\_\_ If yes, how many? 25

Signature of applicant: Jamie Shirk

Approved: [Signature] Declined: \_\_\_\_\_

Authorizing Official: [Signature] Date: \_\_\_\_\_

Emergency services assistance to monitor traffic will be provided for a period of time up to one (1) hour after the race begins.

# City of Moberly City Council Agenda Summary

Agenda Number: \_\_\_\_\_ WS #3.

Department: Police

Date: October 5, 2020

**Agenda Item:** A request from Moberly Chamber of Commerce to hold their annual Christmas Parade on December 5, 2020.

**Summary:**

Request to hold the 2020 Chamber of Commerce Christmas Parade on December 5, 2020 beginning at 3:00PM. Contact person is Megan Schmitt, 660-263-6070. Schmitt requests usage of City Hall Parking Lot and Depot Park Parking lot for staging of parade entries and the closing of Sturgeon Street between Coates and Rollins and the 100 block of W Reed. Home Care of Mid Missouri has given permission for the use of their parking lot. Parade will begin at city hall, lead units will form up in the 100 block of W Reed. Parade will travel west on Reed St to Johnson, north on Johnson to Coates, turn east onto Coates and travel east to Coates and Sturgeon where the parade will disband. The parade route was lengthened to accommodate better social distancing along the parade route. Approximately 32 units are expected to participate in the parade. Chamber of Commerce will have six volunteers to help and law enforcement is requested to lead the parade and provide traffic control along the parade route.

**Recommended Action** Direct Staff to bring to the October 19<sup>th</sup> Council meeting for final approval.

**Fund Name:** N/A

**Account Number:** N/A

**Available Budget \$:** 0.00

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

Submit completed form with any attachments to:  
Moberly Police Department  
ATTN: Chief of Police

APPLICATION FOR PARADE PERMIT  
City of Moberly, Missouri

Date: 10/1/2020

- 1. Organization/Agency requesting permit: Moberly Area Chamber of Commerce
- 2. Name of Person making Application: Megan Schmitt  
Contact Person: Megan Schmitt Phone: 660-263-6070
- 3. Date of Parade: Saturday, December 5, 2020 Start Time: 3 P.M.
- 4. Staging Area: Behind Post office extending down W. Reed Street toward college
- 5. Approximate Number of Units Participating in Parade:  
A. Bands 2 D. Foot Units 5  
B. Motorized Units 10 E. Animal Units \_\_\_\_\_  
C. Floats 15 F. Others \_\_\_\_\_

Total Number of Units: 32 approximately (hopefully)

6. Parade Route and ending point: Route expanded to allow for Social Distancing. Parade staging at City Hall Parking Lot, Depot Park Parking Lot & HomeCare Parking Lot. Parade Floats Begin at City Hall. Head West on Reed to Johnson, Right on Johnson, Right on Coates. Disband at Sturgeon.

7. Will organization or parade participants be dispersing any items during the parade? Yes  No  If yes, what? \_\_\_\_\_

8. Will organization or agency furnish personnel to assist the police with security or traffic along the parade route? Yes  No  If so, how many? Six

9. Have read and agree to the rules outlined in the parade permit. Yes  No

10. Signature of Applicant: Megan Schmitt

11. Approved: OX Disapproved \_\_\_\_\_

12. By authority of: [Signature] Date 10-01-20  
(Chief of Police)

City of Moberly, Missouri

PARADE PERMIT

# City of Moberly City Council Agenda Summary

Agenda Number: WS #4.  
 Department: Park & Rec/Utilities  
 Date: October 5, 2020

**Agenda Item:** Athletic Complex Roofing

**Summary:** Advertisement was made and direct outreach was done to 11 companies to seek roofing bids for three buildings at the Howard Hills Athletic Complex (concession building, east restroom, west restroom). The roofs are original and have significant wear. These were budgeted in the current budget. Work is anticipated to be completed spring of 2021, weather depending.

Two bids were received as shown in the attached bid tabulation. Staff recommends approval of the low bid (\$19,195) from Beaverson Roofing.

**Recommended**

**Action:** Direct staff to bring a resolution to the October 19, 2020 meeting

**Fund Name:** N/A

**Account Number:** N/A

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

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

## City of Moberly

### Request For Quotations

The City of Moberly, Missouri (“City”), is inviting bids from qualified vendors for the following purchase:  
***“Athletic Complex Roofing”***

#### **Statement of Intent**

The City intends to make the following repairs to the following facilities:

**Howard Hills Athletic Complex (HHAC) (2002/2004 Highway 24 W, Moberly, MO 65270)**

Concession Stand/Restrooms

East Restrooms

West Restrooms

#### **Project Scope**

Remove existing roofing down to wood decking and properly dispose of material. Remove any damaged/compromised decking as per industry best practices. Notify City of any structural or other issues exposed or discovered after removal of existing material noted above to determine if additional work is required. Replace decking as necessary. Install synthetic underlayment. Ice and water barrier across the bottom 3 feet. Replace shingles with architectural shingles. Shingles should be Certainteed Landmark, Owens Corning Duration, or similar substitute approved by the City with a lifetime warranty). Color of shingles to match the HHAC Maintenance Shop shingles. Successful contractor must abide by building codes adopted in the City of Moberly as of the bid advertisement. Bidder must enclose complete and detailed product details, job scope, AND any deviations from the attached scope with their bid.

#### **Submittal of Bids**

Bidders shall submit quotations to:

**Kay Galloway, City Clerk  
 Moberly City Hall  
 101 West Reed Street  
 Moberly, Missouri, 65270.**

Quotations will be accepted until 10:00 a.m. on Friday September 25, 2020. Quotations received after this date and time will be rejected. It shall be the sole responsibility of the bidder to have their Quotation delivered to the City Clerk for receipt on or before the due date and time indicated. If a Quotation is sent by U.S. Mail, the bidder shall be responsible for its timely delivery to the City Clerk’s office. Quotations delayed by mail shall not be considered, shall not be opened, and shall be rejected.

Quotations shall be submitted in a sealed envelope clearly marked with “***Athletic Complex Roofing***,” the bidder’s legal company name, and the date and time for bid opening clearly and legibly marked on the outside.

Products and prices included in the Quotation may not be withdrawn for a period of Sixty (60) days after the date of Quotation opening without the express written consent of the City.

#### **Quotation Opening**

All Quotations will be publicly opened and read aloud at the City Clerk’s Office in Moberly City Hall at 10:00 a.m. Friday September 25, 2020.

## **General Provisions Related to the Bidding Process**

### **Substitute Materials or Work**

Substitute materials or work shall not be permitted and bids submitted that do not correspond to the specifications provided with the Request for Quotation will be rejected as non-responsive.

### **Reservation of Rights**

The City reserves the right to accept or reject any or all bids, to waive any technicalities in the Quotation process, to award any Quotation or portion of a Quotation which is deemed to be the best and/or most advantageous to the City of Moberly, and to make any investigations as are deemed necessary to determine the ability of a bidder to perform the Work.

The City reserves the right to reject any or all materials if, in its judgment, the item reflects unsatisfactory workmanship, manufacturing, or shipping damages.

### **Errors and Omissions by the City**

No bidder shall be permitted to use to his or her advantage any error or omission in this Request for Quotation or related specifications.

### **Interpretation of Specifications or other Contract Documents Prior to Bidding**

If any person contemplating submission of a Quotation for items contained in this Request for Quotations is in doubt regarding the true meaning of any part of the Request for Quotations documents or has any questions about the technical specifications or project, he or she may submit to Troy Bock, an e-mail at [tbock@cityofmoberly.com](mailto:tbock@cityofmoberly.com) requesting an interpretation or correction of the Request for Quotations documents not later than Wednesday September 16, 2020. Any interpretation or correction to the Request for Quotations documents will be made by the City by addendum and will be mailed, e-mailed, faxed, or delivered to each bidder of record not less than three (3) days prior to Quotation opening. It shall be the responsibility of each bidder, prior to submitting their Quotation, to contact the person noted in this section to determine if addenda were issued and to make such addenda a part of their Quotation.

### **Corrections**

No erasures permitted. If a correction is necessary, draw a line through the entered figure and enter the corrected figure above it. Corrections must be initialed by the person signing the Quotation.

### **Modifications**

A modification for a Quotation already received will be considered only if the modification is received prior to the time announced for opening of Quotations. All modifications shall be made in writing, executed, and submitted on the same form and manner as the original Quotation. Modifications submitted by telephone, fax, or email will not be considered.

### **RFQ Expenses**

All expenses for making Quotations to the City are to be borne by the bidder.

**Prices**

All prices shall be F.O.B. destination 101 W. Reed Street, Moberly, Missouri, 65270. No other costs will be permitted the successful bidder beyond those stated in the Quotation, except by express written consent of the City in accordance with applicable contract documents.

**Discounts**

Any and all discounts except cash discounts for prompt payments must be incorporated as a reduction in the Quotation price and not shown separately. The price as shown on the Quotation shall be the price used in determining award(s).

**Collusion**

By offering a submission to this Request for Quotation, the bidder certifies the bidder has not divulged, discussed, or compared the Quotation with other bidders and has not colluded with any other bidder or parties to this RFQ whatsoever. Also, the bidder certifies that in connection with this RFQ:

- Any prices and/or cost data submitted have been arrived at independently, without consultation, communication, or agreement for the purpose of restricting competition, as to any matter relating to such prices and/or cost data, with any other bidder or with any competitor.
- Any prices and/or cost data for this Quotation have not knowingly been disclosed by the bidder and will not knowingly be disclosed by the bidder prior to the scheduled opening directly or indirectly to any other bidder or to any competitor.
- No attempt has been made or will be made by the bidder to induce any other person or firm to submit or not to submit a Quotation for the purpose of restricting competition.

**Insurance Requirements**

Bidders are informed that the successful bidder will be required to obtain insurance coverage, which shall contain an endorsement, addendum, or rider amending the general liability policy to include the city as an additional insured, for the following types of insurance and in the following minimum amounts:

- Workmen’s Compensation Insurance                      \$1 million/occurrence, \$2 million aggregate
- Comprehensive General Liability
  - Bodily injury, including death                      \$1 million/occurrence, \$2 million aggregate
  - Property Damage                                      \$1 million/occurrence, \$2 million aggregate
- Comprehensive Automobile Liability
  - Bodily injury, including death                      \$1 million/occurrence, \$2 million aggregate
  - Property Damage                                      \$1 million/occurrence, \$2 million aggregate

**Prevailing Wage**

As of August 28, 2018, Missouri’s Prevailing Wage Law establishes a minimum wage rate that must be paid to workers on Missouri public works construction projects valued at more than \$75,000, such as bridges, roads, and government buildings. The prevailing wage rate differs by county and for different types of work. More information can be found at: <https://labor.mo.gov/DLS/PrevailingWage/pwContractors>

**Variations**

Bidders must detail any variations from the City requested specifications and/or terms and conditions, on the bid submittal.

**Quality Guaranty**

If any product delivered does not meet applicable specifications or if the product will not produce the effect that the bidder represents to the City, the bidder shall pick up the product from the City at no expense. Also, the bidder shall refund to the City any money which has been paid for same. The bidder will be responsible for attorney fees in the event the bidder defaults and court action is required.

**Commencement and Completion of Work**

The Work may commence after November 1 2020, and shall be completed no later than March 31, 2021, subject to Excusable Delays. Excusable Delays shall be delays or temporary inability to commence, complete or proceed in accordance with the foregoing schedule, due in whole or in part to causes beyond the reasonable control or without the material fault of the contractor which are caused by the action or failure to act of any governmental body, including but not limited to the issuance of permits and approvals by the City, acts of war or civil insurrection, or any natural occurrence, strikes, lock-outs, riots, floods, earthquakes, fires, casualties, acts of God, labor disputes, governmental restrictions or priorities, embargoes, litigation, tornadoes, or unusually severe weather.

**Authorized Product Representation, Legal Name, and Signature**

Quotations shall clearly indicate the legal name and signature, address, and telephone number of the bidder (company, firm, corporation, partnership, or individual). The signer shall have the authority to bind the company to the submitted Quotation.

The successful bidder(s) by virtue of submitting the name and specifications of a manufacturer's product will be required to furnish the named manufacturer's product. By virtue of submission of the stated documents, it will be presumed by the City that the bidder(s) is legally authorized to submit and the successful bidder(s) will be legally bound to perform according to the documents.

\_\_\_\_\_

Date

City of Moberly  
 City Hall  
 101 West Reed Street  
 Moberly, MO 65270  
 Troy Bock  
 (660) 263-4420

# CLASSIFIEDS

## RUMMAGE SALE

Large yard sale at 512 Chandler St. Moberly, MO on Saturday, September 12, 2020 from 8:00 AM to 3:00 PM. Lots of furniture, kitchen appliances, cookware, clothing, shoes, purses and miscellaneous items for sale

## NO HUNTING

All person are hereby notified that the land listed below is posted by persons owning or renting said land. Hunting with dog, gun, trap or snare, nut gathering or any other trespassing is absolutely forbidden under the penalty of prosecution of law. Get permission or suffer the consequences. John F. Carmody Jr.....12/21

## BIDS WANTED

City Accepting Bids: The City of Moberly, Missouri will receive sealed bids in City Hall, 101 West Reed Street, Moberly, MO 65270 until 10:00 a.m. Friday September 25, 2020 for roof replacement on three buildings at the Howard Hills

Athletic Complex. Specifications may be picked up from the Moberly Parks and Recreation office (200 N Clark St) or the City Clerk's office (101 West Reed St). Sealed bids should be marked "Athletic Complex Roofing." The City of Moberly reserves the right to accept or reject any or all bids. For more information, call 660-269-8705 x2013.

Saturday September 5th thru Tuesday September 8th  
**ESTATE SALE**  
2475 Hwy D Huntsville, MO  
Large assortment of farm and household items.

**A HUGE THANK YOU AND APPRECIATION TO**  
Everyone at Cater Funeral Home, the Orschlen Family, our 7 pallbearers, Tony, Jason, Roby, Andre, Alex, Trevor and Travis. Don's Buffet, All friends and family members. The many positive prayers and texts we received, Gina's Army, South Park Elementary, MPS, Steve Jefferies, The Brick and Sonic for making our sad day an absolutely memorable caring and loving one! A special thank you to Brendan and Nicholas Orschlen and Jennifer Lively, all cousins of Brad. You guys were absolutely wonderful to us! You made the day!  
**God Bless You All!**  
Love, Mike, Jennifer & Marlee  
*Mikaela & Raelee*

## PUBLIC NOTICE MARK Twain Solid Waste District "G"

The Mark Twain Solid Waste Management District G will be accepting Mini Educational Grant Applications for the following counties: Macon, Marion, Monroe, Pike, Ralls, Randolph, and Shelby until October 21, 2020. Any municipality, county, public institution, not-for-profit organization, private business or individual currently operating in the District is eligible to apply. Grant preference will be given to projects that reduce, reuse, recycle or strengthen demand for post-consumer waste and products with a significant content of reused materials. Educational component required. To obtain a grant application [www.marktwain-cog.com](http://www.marktwain-cog.com) or email [longcog@rallstech.com](mailto:longcog@rallstech.com). Funding is made available through The Missouri Department of Natural Resources

**IMAN AUCTION**  
**CHAPMAN MOVING AUCTION**  
1360 COUNTY ROAD 2380 - MOBERLY, MO  
**FRIDAY, SEPTEMBER 11, 2020 @ 10 AM**

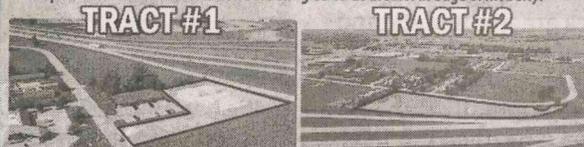
The Chapman's have sold their home & are downsizing. Great variety, something for everyone, plan to attend! Auction located east of Moberly Across from 24 Raceway, take Cty Rd 2320 south to Cty Rd 2380 then east to auction. Watch for Iman Auction Signs!



**TRACTOR - IMPLEMENTS - FARM RELATED - JEEP - TRUCKS - CAR - TRAILERS - ACCESSORIES - SKID STEER ATTACHMENTS - 4 WHEELERS - STIHL ITEMS - WOOD SPLITTERS - MOWERS - AIR COMPRESSORS - WELDER - SCAFFOLDING - TOOLS - GUNS - SILVER & GOLD COINS - RR ITEMS - WOOD FURNACE - COMMERCIAL BENCH PRESS - SAFE - ANTIQUES & COLLECTIBLES - COCA COLA ITEMS - APPLIANCES - HOUSEHOLD & MUCH MORE! - See ImanAuction.com For Full Listing & Photos -**  
*Scott & Michelle Chapman, Sellers*  
**IMAN AUCTION COMPANY | 660-388-6235 | 660-788-4298 | ImanAuction.com**

*Commercial Real Estate*  
**AUCTION**  
SILVA LANE - MOBERLY, MO  
**TUESDAY, SEPTEMBER 22, 2020 @ 10 AM**

Due to the death of Dr. Winston Efton Harrison we will sell his commercial property at public auction. Great location bordering US 63 at the North edge of Moberly.

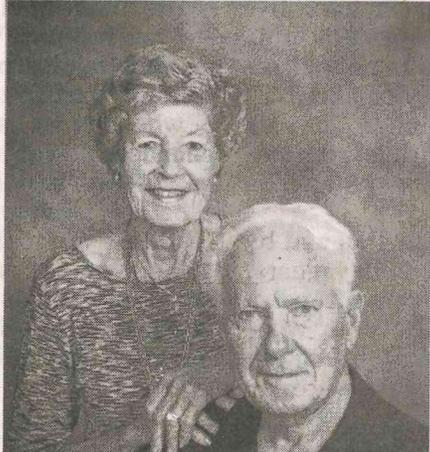


**TRACT #1** **TRACT #2**

**Great location bordering US 63 at the North edge of Moberly.**  
TRACT 1: Being 1 Acre of prime commercial property - Silva lane frontage & borders US 63 to the west  
TRACT 2: Being 2.37 Acres of prime commercial property - Silva Lane frontage & borders US 63 to the west - Multiple possibilities here, Industrial, Business and much more!  
Both Properties Zoned B3, General Commercial District \*\* Terms to be 10% down Auction Day upon entry into Real Estate contracts with balance due and possession given at closing, preferably within 30 days. Real Estate sells with trust confirmation.

**21** For More Information, please contact *Chuck McKewon*  
**McKEOWN & ASSOCIATES**  
660-263-1789 | C21McKewon.com

**IMAN AUCTION**  
Winston Efton Harrison Trust \* David L. Knight, Atty.  
**IMAN AUCTION COMPANY | 660-388-6235 | ImanAuction.com**



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Rex V. Gump  
110 N. 5th, M  
660-263-310  
Donna M. Cr  
317 Oak Terr  
Published: A

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WS #4.



**Triad, Inc.**  
 2929 SW US 40 HWY Blue Springs, MO 64015  
 Phone: (855) 855-8742  
 Fax: (877) 334-2570

**Claim Information:**  
 Other

**Company Representative:**  
 Ernie McCush  
 (816) 699-9499  
 emccush@triadfirst.com

**Customer Info:**

Job #: N/A  
 Ball Fields, Moberly Howard Hills  
 2002 Hwy 24 W,  
 Moberly, MO, 65270  
 (660) 269-8705-mobile

**Roofing**

Description	Quantity	Unit	Price	Total
Remove Tear off, haul and dispose of comp. shingles - Laminated	61.07	SQ	\$58.95	\$3,600.08
Replace Laminated - comp. shingle rfg. - w/out felt	67.33	SQ	\$179.00	\$12,052.07
Replace Asphalt starter - universal starter course	596	LF	\$1.59	\$947.64
Replace Ice & water shield - Peak Building Products - 2 Sq. Roll	1690	SF	\$1.29	\$2,180.10
R & R Drip edge/gutter apron	352	LF	\$2.11	\$742.72
R & R Drip edge	244	LF	\$2.00	\$488.00
Replace Roofing felt - synthetic	61.07	SQ	\$32.32	\$1,973.78
Replace Ridge cap - composition shingles	229	LF	\$2.97	\$680.13
R & R Roof vent - turtle type - Metal	11	EA	\$50.35	\$553.85
R & R Flashing - pipe jack	6	EA	\$34.87	\$209.22

**Roofing total: \$23,427.59**

Total for all sections: \$23,427.59

Total: \$23,427.59

**Payment is due upon completion to Triad Inc.. Payments made after 30 (thirty) days will be subject to the the lesser of a 1.5% per month interest (18% per annum).**



Company Authorized Signature

816-699-9499

9/23/20

Date

Customer Signature

Date

Customer Signature

Date

This estimate was last edited by Ernie McCush ((816) 699-9499, emccush@triadfirst.com) on September 23, 2020. The estimate may be withdrawn if not accepted within 30 days.



September 24, 2020

The City of Moberly  
2002/2004 Highway 24 West  
Moberly, MO 65270

**Athletic Complex Roofing:**

<b>Bid Summary:</b>	<b>Concession Stand/ Restrooms:</b>	<b>\$14,225</b>
	<b>East Restrooms:</b>	<b>\$ 2,485</b>
	<b>West Restrooms:</b>	<b>\$ 2,485</b>

**The total to perform all roof work as directed for bid is \$19,195**

Thank you.

Jay Hill  
Beaverson Roofing Service  
Moberly, MO  
660-651-3214



**Todd Beaverson**  
Cell 660.651.9320

**Jay Hill**  
Phone 660.263.9320  
Cell 660.651.3214  
[roofhound@cvalley.net](mailto:roofhound@cvalley.net)

**Tony Beaverson**  
Cell 660.651.9322  
[tntbeav@gmail.com](mailto:tntbeav@gmail.com)

September 24, 2020

The City of Moberly  
2002/2004 Highway 24 West  
Moberly, MO 65270

**Concession Stand/ Restrooms:** This Bid is for all materials and labor for the following work on the building roof:

1. Remove the existing layer of shingles on the entire building roof. All debris will be hauled away and properly disposed of.
2. Inspect the existing wood decking. If any wood decking is found needing to be replaced, it will be completed for the cost of material and labor.
3. Install ice and water barrier across the bottom three feet.
4. Install new synthetic felt paper.
5. Install new sewer pipe flashings.
6. Install a Certainteed Landmark Limited Lifetime Architectural Shingle in the color to match, as close as possible, the HHAC Maintenance Shop shingles.
7. Install new ridge cap shingles to match the rest of the building roof.
8. All debris clean-up and removal.

**Total Cost: \$14,225**

**East Restrooms:** This Bid is for all materials and labor for the following work on the building roof:

1. Remove the existing layer of shingles on the entire building roof. All debris will be hauled away and properly disposed of.
2. Inspect the existing wood decking. If any wood decking is found needing to be replaced, it will be completed for the cost of material and labor.
3. Install ice and water barrier across the bottom three feet.
4. Install new synthetic felt paper.
5. Install new sewer pipe flashings.
6. Install a Certainteed Landmark Limited Lifetime Architectural Shingle in the color to match, as close as possible, the HHAC Maintenance Shop shingles.
7. Install new ridge cap shingles to match the rest of the building roof.
8. All debris clean-up and removal.

**Total Cost: \$2,485**

**West Restrooms:** This Bid is for all materials and labor for the following work on the building roof:

1. Remove the existing layer of shingles on the entire building roof. All debris will be hauled away and properly disposed of.
2. Inspect the existing wood decking. If any wood decking is found needing to be replaced, it will be completed for the cost of material and labor.
3. Install ice and water barrier across the bottom three feet.
4. Install new synthetic felt paper.
5. Install new sewer pipe flashings.
6. Install a Certaineed Landmark Limited Lifetime Architectural Shingle in the color to match, as close as possible, the HHAC Maintenance Shop shingles.
7. Install new ridge cap shingles to match the rest of the building roof.
8. All debris clean-up and removal.

**Total Cost: \$2,485**

**The total to perform all work as stated above is \$19,195**

**Thank you.**

**Jay Hill  
Beaverson Roofing Service  
Moberly, MO  
660-651-3214**

# City of Moberly City Council Agenda Summary

Agenda Number: \_\_\_\_\_ WS #5.

Department: Public Utilities

Date: October 5, 2020

**Agenda Item:** Sugar Creek Dam Mitigation Bid for Grouting Project

**Summary:** Sugar Creek Lake is the drinking water source for the City of Moberly. The dam has experienced seepage through the west abutment for over 37 years. A grouting program in 1980 reduced the leakage rates from around 225 gallons per minute down to less than 20 gallons per minute. Since that time, the seepage rate has progressively increased. The original authorization to execute the work was approved in October 2019. The Engineer’s estimate for the project is \$400,000.

The bid advertisement for a contractor to complete the work was published Wednesday, September 16<sup>th</sup>, 2020 in the Moberly, Monitor index. At the potential contractors’ request and engineer’s recommendation, we have extended the bid opening to October 8<sup>th</sup>, 2020. We will electronically submit the recommendation of the best and most qualified bidder to Council members on October 9<sup>th</sup>, 2020 for review, then will submit the formal bid results and recommendation of contractor selection to the Council during the regular meeting on October 19<sup>th</sup>, 2020 for final approval.

**Recommended Action:** Direct staff to provide information regarding bids received October 9 and bring bid results to Council for approval and award of contract on October 19.

**Fund Name:** Capital Improvement Sales Tax Trust

**Account Number:** 304.000.5502

**Available Budget \$:** \$1,260,500

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

# SUGAR CREEK LAKE DAM ABUTMENT GROUTING

CITY OF MOBERLY, MISSOURI

DOCUMENT 001116 - INVITATION

WS #5.

Notice is hereby given that the City of Moberly, Missouri, the Owner, will receive sealed Bids in Council Chambers, City Hall, 101 West Reed Street, Moberly, MO 65270 until **2:00 P.M. local time on the 29th Day of September, 2020**, at which time Bids will be publicly opened and read aloud for the project, SUGAR CREEK LAKE DAM ABUTMENT GROUTING, City of Moberly, Missouri.

The work to be done generally consists of a grouting program to mitigate the leakage at the Sugar Creek Lake Dam.

A Bid security in the amount of five percent of the Bidder's maximum Bid Price is required.

Bidding Documents will be distributed on behalf of the City by Jacobs Engineering Group, Inc. Please contact Tobin Lichti at 314.422.3336 or [tobin.lichti@jacobs.com](mailto:tobin.lichti@jacobs.com) to request Bidding Documents

The Owner reserves the right to reject any or all Bids and to waive all informalities not involving price, time or changes in the Work.

**A mandatory Pre-Bid Meeting will be held at the Sugar Creek Dam Moberly, MO 65270 at 2:00 P.M. local time on the 24th of September, 2020.**

CITY OF MOBERLY  
Mary West-Calcano  
Director of Utilities

SUGAR CREEK LAKE DAM ABUTMENT GROUTING  
CITY OF MOBERLY, MISSOURI

DOCUMENT 001116 - INVITATION TO BID

Notice is hereby given that the City of Moberly, Missouri, the Owner, will receive sealed Bids in Council Chambers, City Hall, 101 West Reed Street, Moberly, MO 65270 until **2:00 P.M. local time** on the **29<sup>th</sup> Day of September, 2020**, at which time Bids will be publicly opened and read aloud for the project, SUGAR CREEK LAKE DAM ABUTMENT GROUTING, City of Moberly, Missouri.

The work to be done generally consists of a grouting program to mitigate the leakage at the Sugar Creek Lake Dam.

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CITY OF MOBERLY

Mary West-Calcagno  
Director of Utilities

END OF DOCUMENT 001116

SUGAR CREEK LAKE DAM ABUTMENT GROUTING  
CITY OF MOBERLY, MISSOURI

DOCUMENT 005200 - AGREEMENT

THIS AGREEMENT is by and between the City of Moberly, Missouri (hereinafter called OWNER) and \_\_\_\_\_ (hereinafter called CONTRACTOR).

OWNER and CONTRACTOR, in consideration of the mutual covenants hereinafter set forth, agree as follows:

ARTICLE 1 - WORK

1.01 CONTRACTOR shall complete all work as specified or indicated in the Contract Documents. The Work is generally described as follows:

Sugar Creek Lake Dam Abutment Grouting

ARTICLE 2 - THE PROJECT

2.01 The Project for which the Work under the Contract Documents may be the whole or only a part is generally described as follows: Sugar Creek Lake Dam Abutment Grouting.

ARTICLE 3 - ENGINEER

3.01 The Project has been designed by Jacobs Engineering Group Inc. (Jacobs), who is hereinafter called ENGINEER and who is to act as OWNER's representative, assume all duties and responsibilities, and have the rights and authority assigned to ENGINEER in the Contract Documents in connection with the completion of the Work in accordance with the Contract Documents.

ARTICLE 4 - CONTRACT TIMES

4.01 Time of the Essence

A. All time limits for Milestones, if any, Substantial Completion, and completion and readiness for final payment as stated in the Contract Documents are of the essence of the Contract.

4.02 Days to Achieve Substantial Completion and Final Payment

A. The Work will be substantially completed within 60 days after the date when the Contract Times commence to run as provided in paragraph 4.01 of the General Conditions, and completed and ready for final payment in accordance with paragraph 14.07 of the General Conditions within 90 days after the date when the Contract Times commence to run.

4.03 Liquidated Damages

A. CONTRACTOR and OWNER recognize that time is of the essence of this Agreement and that OWNER will suffer financial loss if the Work is not completed within the times specified in paragraph 4.02 above, plus any extensions thereof allowed in accordance with Article 11 of the General Conditions. The parties also recognize the delays, expense, and difficulties involved in proving in a legal or arbitration proceeding the actual loss suffered by OWNER if the Work is not completed on time. Accordingly, instead of requiring any

SUGAR CREEK LAKE DAM ABUTMENT GROUTING  
CITY OF MOBERLY, MISSOURI

such proof, OWNER and CONTRACTOR agree that as liquidated damages for delay (but not as a penalty) CONTRACTOR shall pay OWNER \$250.00 for each of the first 30 days that expires after the time specified in paragraph 4.02 for completion and readiness for final payment until the Work is completed and ready for final payment. Thereafter, the CONTRACTOR shall pay OWNER \$500.00 for each of the next 15 days that expires until the Work is completed and ready for final payment. If the Work is not completed and ready for final payment after 45 days from the time specified in paragraph 4.02, the CONTRACTOR shall pay OWNER \$750.00 for each day that expires until the Work is completed and ready for final payment.

ARTICLE 5 - CONTRACT PRICE.

5.01 OWNER shall pay CONTRACTOR for completion of the Work in accordance with the Contract Documents an amount in current funds equal to the unit prices in the Bid Form;

SUGAR CREEK LAKE DAM ABUTMENT GROUTING					
CITY OF MOBERLY, MISSOURI					
No.	Item	Unit	Estimated Quantity	Unit Price	Extension
1	Mobilization & Demobilization	Lump Sum	1		
2	Site Clearing	Day	3		
3	Installation of Monitoring/Flushing Points in Spillway Apron	Lump Sum	1		
4	Grout Hole Layout / Determination of Ground Surface Elevation at Hole Locations	Lump Sum	1		
5	Drilling	LF	2125		
6	Casing Installation	LF	775		
7	Water Packer Testing	Each	124		
8	Connection to Holes for Grouting	Each	133		
9	Grout Pumping Time	Hour	80		
10	Cement (Type III) – cost + 10%	94 lbs sack	575		
11	Admixtures – cost + 10%	Lbs or Oz	No Estimate	XX	XX
12	Develop Grout Mix Design	Lump Sum	1		
13	Computer Aided Monitoring of Grouting and Water Packer Testing	Lump Sum	1		
<b>TOTAL PRICE BASE BID (Use Figures)</b>					

SUGAR CREEK LAKE DAM ABUTMENT GROUTING  
CITY OF MOBERLY, MISSOURI

ARTICLE 6 - PAYMENT PROCEDURES.

6.01 Submittal and Processing of Payments

- A. CONTRACTOR shall submit Applications for Payment in accordance with Article 15 of the General Conditions. Applications for Payment will be processed by ENGINEER as provided in the General Conditions.

6.02 Progress Payments; Retainage

- A. OWNER shall make progress payments in accordance with Section 34.057, RSMo, on account of the Contract Price on the basis of CONTRACTOR's Applications for Payment during performance of the Work as provided in paragraphs 6.02.A.1 and 6.02.A.2 below. All such payments will be measured by the schedule of values established in paragraph 2.05 of the General Conditions (and in the case of Unit Price Work based on the number of units completed) or, in the event there is no schedule of values, as provided in the General Requirements:

1. Prior to Substantial Completion, progress payments will be made in an amount equal to the percentage indicated below, but, in each case, less the aggregate of payments previously made and less such amounts as ENGINEER shall determine or OWNER may withhold, in accordance with paragraph 15.01 of the General Conditions.
  - a. 90% of Work completed (with the balance being retainage). If Work has been 50% completed as determined by ENGINEER, and if the character and progress of the Work have been satisfactory to OWNER and ENGINEER, OWNER, on recommendation of ENGINEER, may determine that as long as the character and progress of the Work remain satisfactory to them, there will be no retainage on account of Work subsequently completed, in which case the remaining progress payments prior to Substantial Completion will be in an amount equal to 100% of the Work completed less the aggregate of payments previously made; and
  - b. 90% of cost of materials and equipment not incorporated in the Work (with the balance being retainage).
2. Upon Substantial Completion, OWNER shall pay an amount sufficient to increase total payments to CONTRACTOR to 100% of the Work completed, less such amounts as ENGINEER shall determine in accordance with paragraph 15.01.C.5 of the General Conditions and less 100% of ENGINEER's estimate of the value of Work to be completed or corrected as shown on the tentative list of items to be completed or corrected attached to the certificate of Substantial Completion.

6.03 Final Payment

- A. Upon final completion and acceptance of the Work in accordance with paragraph 15.06 of the General Conditions, OWNER shall pay the remainder of the Contract Price as recommended by ENGINEER as provided in said paragraph 15.06.

SUGAR CREEK LAKE DAM ABUTMENT GROUTING  
CITY OF MOBERLY, MISSOURI

ARTICLE 7 - INTEREST

7.01 All moneys not paid when due as provided in Article 15 of the General Conditions shall bear interest at the rate specified in Section 34.057, RSMo.

ARTICLE 8 - CONTRACTOR'S REPRESENTATIONS

8.01 In order to induce OWNER to enter into this Agreement, CONTRACTOR makes the following representations:

- A. CONTRACTOR has examined and carefully studied the Contract Documents and the other related data identified in the Bidding Documents.
- B. CONTRACTOR has visited the site and become familiar with and is satisfied as to the general, local, and Site conditions that may affect cost, progress, and performance of the Work.
- C. CONTRACTOR is familiar with and is satisfied as to all federal, state, and local Laws and Regulations that may affect cost, progress, and performance of the Work.
- D. CONTRACTOR has carefully studied all: (1) reports of explorations and tests of subsurface conditions at or contiguous to the Site and all drawings of physical conditions in or relating to existing surface or subsurface structures at or contiguous to the site (except Underground Facilities) which have been identified in the Supplementary Conditions as provided in paragraph 5.05 of the General Conditions and (2) reports and drawings of a Hazardous Environmental Condition, if any, at the Site which has been identified in the Supplementary Conditions as provided in paragraph 5.06 of the General Conditions.
- E. CONTRACTOR has obtained and carefully studied (or assumes responsibility for having done so) all such additional or supplementary examinations, investigations, explorations, tests, studies, and data concerning conditions (surface, subsurface and Underground Facilities) at or contiguous to the Site which may affect cost, progress, or performance of the Work or which relate to any aspect of the means, methods, techniques, sequences, and procedures of construction to be employed by CONTRACTOR, including applying the specific means, methods, techniques, sequences, and procedures of construction expressly required by the Contract Documents to be employed by CONTRACTOR, and safety precautions and programs incident thereto.
- F. CONTRACTOR does not consider that any additional examinations, investigations, explorations, tests, studies or data are necessary for the performance of the Work at the Contract Price, within the Contract Times, and in accordance with the other terms and conditions of the Contract Documents.
- G. CONTRACTOR 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 Contract Documents.
- H. CONTRACTOR has correlated the information known to CONTRACTOR, information and observations obtained from visits to the Site, reports and drawings identified in the Contract Documents, and all additional examinations, investigations, explorations, tests, studies, and data with the Contract Documents.

SUGAR CREEK LAKE DAM ABUTMENT GROUTING  
CITY OF MOBERLY, MISSOURI

- I. CONTRACTOR has given ENGINEER written notice of all conflicts, errors, ambiguities or discrepancies that CONTRACTOR has discovered in the Contract Documents, and the written resolution thereof by ENGINEER is acceptable to CONTRACTOR.
- J. The Contract Documents are generally sufficient to indicate and convey understanding of all terms and conditions for performance of the Work.

ARTICLE 9 - CONTRACT DOCUMENTS

9.01 Contents

- A. The Contract Documents consist of the following:
  - 1. This Agreement
  - 2. Performance Bond
  - 3. Payment Bond
  - 4. General Conditions
  - 5. Supplementary Conditions
  - 6. Specifications as listed in the table of contents of the Project Manual
  - 7. Drawings with each sheet bearing the following general title: Sugar Creek Lake Dam Abutment Grouting, City of Moberly, Missouri
  - 8. Addenda (numbers \_\_\_ to \_\_\_, inclusive)
  - 9. Exhibits to this Agreement (enumerated as follows):
    - a. Notice to Proceed
    - b. CONTRACTOR's Bid
    - c. Documentation submitted by CONTRACTOR prior to Notice of Award
  - 10. The following which may be delivered or issued after the Effective Date of the Agreement and are not attached hereto:
    - a. Written Amendments
    - b. Work Change Directives
    - c. Change Orders
- B. The documents listed in paragraph 9.01.A are attached to this Agreement (except as expressly noted otherwise above).
- C. There are no Contract Documents other than those listed above in this Article 9.
- D. The Contract Documents may only be amended, modified, or supplemented as provided in paragraph 11.01 of the General Conditions.

ARTICLE 10 - MISCELLANEOUS

10.01 Terms

- A. Terms used in this Agreement will have the meanings indicated in the General Conditions.

10.02 Assignment of Contract

- A. No assignment by a party hereto of any rights under or interests in the Contract will be binding on another party hereto without the written consent of the party sought to be bound; and, specifically but without limitation, moneys that may become due and moneys that are due may not be assigned without such consent (except to the extent that the effect of this

SUGAR CREEK LAKE DAM ABUTMENT GROUTING  
CITY OF MOBERLY, MISSOURI

restriction may be limited by law), and unless specifically stated to the contrary in any written consent to an assignment, no assignment will release or discharge the assignor from any duty or responsibility under the Contract Documents.

10.03 Successors and Assign

- A. OWNER and CONTRACTOR each binds itself, its partners, successors, assigns, and legal representatives to the other party hereto, its partners, successors, assigns, and legal representatives in respect to all covenants, agreements, and obligations contained in the Contract Documents.

10.04 Severability

- A. Any provision or part of the Contract Documents held to be void or unenforceable under any Law or Regulation shall be deemed stricken, and all remaining provisions shall continue to be valid and binding upon OWNER and CONTRACTOR, who agree that the Contract Documents shall be reformed to replace such stricken provision or part thereof with a valid and enforceable provision that comes as close as possible to expressing the intention of the stricken provision.

ARTICLE 11 - NON-DISCRIMINATION IN EMPLOYMENT

- 11.01 CONTRACTOR will not discriminate against any employee or applicant for employment because of race, creed, color, or national origin. The CONTRACTOR will take affirmative action to ensure that applicants are employed, and that employees are treated during employment, without regard to their race, creed, color or national origin. Such action shall include, but not be limited to, the following: employment, upgrading, demotion, or transfer; recruitment or recruitment advertising; layoff or termination; rates of pay or other forms of compensation; and selection for training, including apprenticeship.
- 11.02 CONTRACTOR will post in conspicuous places, available to employees and applicants for employment, notices setting forth the provisions of this non-discrimination clause.
- A. CONTRACTOR will, in all solicitations or advertisements for employees placed by or on behalf of the CONTRACTOR, state that all qualified applicants will receive consideration for employment without regard to race, creed, color, or national origin.
- B. CONTRACTOR will send to each labor union or representative of workers with which he has a collective bargaining agreement or other contract or understanding, a notice, to be provided by the agency contracting officer, advising the labor union or workers' representative of the CONTRACTOR's commitments under Section 202 of Executive Order No. 11246 of September 24, 1965, and shall post copies of the notice in conspicuous places available to employees and applicants for employment.
- C. CONTRACTOR will comply with all provisions of Executive Order No. 11246 of September 24, 1965, and of the rules, regulations, and relevant orders of the Secretary of Labor.
- D. CONTRACTOR will furnish all information and reports required by Executive Order No. 11246 of September 24, 1965, and by the rules, regulations, and orders of the Secretary of Labor, or pursuant thereto, and will permit access to his books, records, and accounts by the contracting agency and the Secretary of Labor for purposes of investigation to ascertain compliance with such rules, regulations, and orders.

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- E. In the event of the CONTRACTOR's non-compliance with the non-discrimination clauses of this Contract or with any of such rules, regulations, or orders, this Contract may be cancelled, terminated or suspended in whole or in part and the CONTRACTOR may be declared ineligible for further Government contracts in accordance with procedures authorized in Executive Order No. 11246 of September 24, 1965, and such other sanctions may be imposed and remedies involved as provided in Executive Order No. 11246 of September 24, 1965, or by rule, regulation, or order of the Secretary of Labor, or as otherwise provided by law.
- F. CONTRACTOR will include the provisions of Article 11 in every subcontract or purchase order unless exempted by rules, regulations, or orders of the Secretary of Labor issued pursuant to Section 204 of Executive Order No. 11246 of September 24, 1965, so that such provisions will be binding upon each subcontractor or vendor. The CONTRACTOR will take such action with respect to any subcontract or purchase order as the contracting agency may direct as a means of enforcing such provisions including sanctions for non-compliance: Provided, however, that in the event the CONTRACTOR becomes involved in, or is threatened with, litigation with a subcontractor or vendor as a result of such direction by the contracting agency, the CONTRACTOR may request the United States to enter into such litigation to protect the interests of the United States.

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IN WITNESS WHEREOF, OWNER and CONTRACTOR have signed this Agreement in duplicate. One counterpart each has been delivered to OWNER and CONTRACTOR. All portions of the Contract Documents have been signed or identified by OWNER and CONTRACTOR or on their behalf.

This Agreement will be effective on \_\_\_\_\_, 20\_\_ (which is the Effective Date of the Agreement).

CITY OF MOBERLY

CONTRACTOR:

\_\_\_\_\_  
Mayor

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

Attest \_\_\_\_\_  
City Clerk

APPROVED AS TO FORM:

[CORPORATE SEAL]

\_\_\_\_\_  
City Counselor

Attest \_\_\_\_\_

Address for giving notices:

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

Address for giving notices:

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

If OWNER is a corporation, attach evidence of authority to sign. If OWNER is a public body, attach evidence of authority to sign and resolution or other documents authorizing execution of OWNER-CONTRACTOR Agreement.

License No. \_\_\_\_\_

Agent for service of process: \_\_\_\_\_

Designated Representative:

Name: \_\_\_\_\_  
Title: \_\_\_\_\_  
Address: \_\_\_\_\_  
Phone: \_\_\_\_\_  
Facsimile: \_\_\_\_\_

(If CONTRACTOR is a corporation or a partnership, attach evidence of authority to sign).

Designated Representative:

Name: \_\_\_\_\_  
Title: \_\_\_\_\_  
Address: \_\_\_\_\_  
Phone: \_\_\_\_\_  
Facsimile: \_\_\_\_\_

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DOCUMENT 002113 - INSTRUCTIONS TO BIDDERS

ARTICLE 1 - DEFINED TERMS

- 1.01 Terms used in these Instructions to Bidders will have the meanings indicated in the General Conditions and Supplementary Conditions. Additional terms used in these Instructions to Bidders have the meanings indicated below which are applicable to both the singular and plural thereof.
  - A. *Issuing Office* - The office from which the Bidding Documents are to be issued and where the bidding procedures are to be administered.

ARTICLE 2 - COPIES OF BIDDING DOCUMENTS

- 2.01 Complete sets of the Bidding Documents in the number and for the non-refundable sum, if any, stated in the Advertisement or Invitation to Bid may be obtained from the Issuing Office.
- 2.02 Complete sets of Bidding Documents must be used in preparing Bids; neither OWNER nor ENGINEER assumes any responsibility for errors or misinterpretations resulting from the use of incomplete sets of Bidding Documents.
- 2.03 OWNER and ENGINEER in making copies of Bidding Documents available on the above terms do so only for the purpose of obtaining Bids for the Work and do not confer a license or grant for any other use.

ARTICLE 3 - QUALIFICATIONS OF BIDDERS

- 3.01 To demonstrate Bidder's qualifications to perform the Work, in addition to the information requested with the Bids, within five days of OWNER's request Bidder shall submit written evidence such as financial data, previous experience, present commitments and other such data as may be requested.

ARTICLE 4 - EXAMINATION OF BIDDING DOCUMENTS, RELATED DATA, AND SITE

- 4.01 Subsurface and Physical Conditions
  - A. Existing Job Conditions are presented in Section 011120 of the Specifications.
  - B. The Supplementary Conditions identify those reports and drawings related to subsurface and physical conditions.
  - C. Copies of reports and drawings referenced in paragraph 4.01.B will be made available by OWNER to any Bidder on request. Those reports and drawings are not part of the Contract Documents, but the "technical data" contained therein upon which Bidder is entitled to rely as provided in paragraph 5.03 of the General Conditions has been identified and established in paragraph 5.03 of the Supplementary Conditions. Bidder is responsible for any interpretation or conclusion Bidder draws from any "technical data" or any other data, interpretations, opinions or information contained in such reports or shown or indicated in such drawings.

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- 4.02 Underground Facilities
- A. Information and data shown or indicated in the Bidding Documents with respect to existing Underground Facilities at or contiguous to the Site is based upon information and data furnished to OWNER and ENGINEER by owners of such Underground Facilities, including OWNER, or others. Bidder shall be responsible for Underground Facilities as indicated in paragraph 5.05 of the General Conditions.
- 4.03 Provisions concerning responsibilities for the adequacy of data furnished to prospective Bidders with respect to subsurface conditions, other physical conditions and Underground Facilities, and possible changes in the Bidding Documents due to differing or unanticipated conditions appear in Paragraphs 5.03, 5.04 and 5.05 of the General Conditions. Provisions concerning responsibilities for the adequacy of data furnished to prospective Bidders with respect to a Hazardous Environmental Condition at the Site, if any, and possible changes in the Contract Documents due to any Hazardous Environmental Condition uncovered or revealed at the Site which was not shown or indicated in the Drawings or Specifications or identified in the Contract Documents to be within the scope of the Work appear in Paragraph 5.06 of the General Conditions.
- 4.04 On request, OWNER will provide Bidder access to the site to conduct such examinations, investigations, explorations, tests, and studies as Bidder deems necessary for submission of a Bid. Bidder shall fill all holes and clean up and restore the Site to its former condition upon completion of such explorations, investigations, tests and studies.
- 4.05 It is the responsibility of each Bidder before submitting a Bid to:
- A. examine and carefully study the Bidding Documents, including any Addenda and other related data identified in the Bidding Documents;
- B. visit the site and become familiar with and satisfy Bidder as to the general, local and Site conditions that may affect cost, progress, and performance of the Work;
- C. become familiar with and satisfy Bidder as to all federal, state and local Laws and Regulations that may affect cost, progress, or performance of the Work;
- D. carefully study all reports of explorations and tests of subsurface conditions at or contiguous to the Site and all drawings of physical conditions in or relating to existing surface or subsurface structures at or contiguous to the Site (except Underground Facilities) which have been identified in the Supplementary Conditions as provided in paragraph 5.03 of the General Conditions, and carefully study all reports and drawings of a Hazardous Environmental Condition, if any, at the Site which have been identified in the Supplementary Conditions as provided in paragraph 5.06 of the General Conditions;
- E. obtain and carefully study (or assume the responsibility for doing so) all additional or supplementary examinations, investigations, explorations, tests, studies, and data concerning conditions (surface, subsurface and Underground Facilities) at or contiguous to the Site which may affect cost, progress, or performance of the Work or which relate to any aspect of the means, methods, techniques, sequences, and procedures of construction to be employed by Bidder, including any specific means, methods, techniques, sequences,

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- and procedures of construction expressly required by the Bidding Documents, and safety precautions and programs incident thereto;
- B. agree at the time of submitting its Bid that no further examinations, investigations, explorations, tests, studies, or data are necessary for the determination of its Bid for performance of the Work at the bid price and within the times and in accordance with the other terms and conditions of the Bidding Documents;
  - C. become aware of the general nature of the work to be performed by OWNER and others at the Site that relates to the Work as indicated in the Bidding Documents;
  - D. correlate the information known to Bidder, information and observations obtained from visits to the Site, reports and drawings identified in the Bidding Documents, and all additional examinations, investigations, explorations, tests, studies, and data with the Bidding Documents;
  - E. promptly give ENGINEER written notice of all conflicts, errors, ambiguities, or discrepancies that Bidder discovers in the Bidding Documents and confirm that the written resolution thereof by ENGINEER is acceptable to Bidder; and
  - F. determine that the Bidding Documents are generally sufficient to indicate and convey understanding of all terms and conditions for the performance of the Work.
- 4.06 The submission of a Bid will constitute an incontrovertible representation by Bidder that Bidder has complied with every requirement of this Article 4, that without exception the Bid is premised upon performing and furnishing the Work required by the Bidding Documents and applying any specific means, methods, techniques, sequences, and procedures of construction that may be shown or indicated or expressly required by the Bidding Documents, that Bidder has given ENGINEER written notice of all conflicts, errors, ambiguities, and discrepancies that Bidder has discovered in the Bidding Documents and the written resolutions thereof by ENGINEER are acceptable to Bidder, and that the Bidding Documents are generally sufficient to indicate and convey understanding of all terms and conditions for performing and furnishing the Work.

ARTICLE 5 – PRE-BID CONFERENCE

- 5.01 A mandatory Pre-Bid Meeting will be held at the Sugar Creek Dam Moberly, MO 65270 at 2:00 P.M. local time on the 24th day of September, 2020. If prospective bidders do not attend the Pre-Bid Meeting their bids will not be opened or considered at the bid opening.**

ARTICLE 6 – AVAILABILITY OF LANDS FOR WORK, ETC.

- 6.01 The Site is identified in the Bidding Documents. All additional lands and access thereto required for temporary construction facilities, construction equipment, or storage of materials and equipment to be incorporated in the Work are to be obtained and paid for by CONTRACTOR. Easements for permanent structures or permanent changes in existing facilities are to be obtained and paid for by OWNER unless otherwise provided in the Bidding Documents.

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ARTICLE 7 - INTERPRETATIONS AND ADDENDA

- 7.01 All questions about the meaning or intent of the Bidding Documents are to be directed to ENGINEER at Jacobs Engineering Group Inc, 501 North Broadway, St. Louis, MO 63102 Attention: Mr. Tobin Lichti; telephone: (314) 422-3336; Email: Tobin.Lichti@jacobs.com. Interpretations or clarifications considered necessary by ENGINEER in response to such questions will be issued by Addenda mailed or delivered to all parties recorded by ENGINEER as having received the Bidding Documents. Questions received less than four days prior to the date for opening of Bids may not be answered. Only questions answered by Addenda will be binding. Oral and other interpretations or clarifications will be without legal effect. Bidder' list can be obtained from the Bidding Documents issuing office only: Mr. Tobin Lichti; telephone: (314) 422-3336.
- 7.02 Addenda may be issued to clarify, correct, or change the Bidding Documents as deemed advisable by OWNER or ENGINEER.

ARTICLE 8 – BID SECURITY

- 8.01 A Bid must be accompanied by Bid security made payable to OWNER in an amount of five percent of Bidder's maximum Bid price and in the form of a certified or bank check or a Bid Bond on the form attached issued by a surety meeting the requirements of paragraphs 6.01 and 6.02 of the General Conditions.
- 8.02 The Bid security of Successful Bidder will be retained until such Bidder has executed the Contract Documents, furnished the required contract security, and met the other conditions of the Notice of Award, whereupon the Bid security will be returned. If the Successful Bidder fails to execute and deliver the Contract Documents and furnish the required contract security within 15 days after the Notice of Award, OWNER may annul the Notice of Award and the Bid security of that Bidder will be forfeited. The Bid security of other Bidders whom OWNER believes to have a reasonable chance of receiving the award may be retained by OWNER until the earlier of seven days after the Effective Date of the Agreement or 61 days after the Bid opening, whereupon Bid security furnished by such Bidders will be returned.
- 8.03 Bid security of other Bidders whom OWNER believes do not have a reasonable chance of receiving the award will be returned within seven days after the Bid opening.

ARTICLE 9 - CONTRACT TIMES

- 9.01 The number of days within which, or the dates by which, the Work is to be (a) Substantially Completed and (b) also completed and ready for final payment are set forth in the Agreement.

ARTICLE 10 – LIQUIDATED DAMAGES

- 10.01 Provisions for liquidated damages, if any, are set forth in the Agreement.

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ARTICLE 11 - SUBSTITUTE AND "OR-EQUAL" ITEMS

- 11.01 The Contract, if awarded, will be on the basis of materials and equipment specified or described in the Bidding Documents, or those "or-equal" materials and equipment approved by ENGINEER and identified by Addendum. The materials and equipment described in the Bidding Documents establish a standard of required type, function and quality to be met by any proposed "or-equal" item.
- 11.02 No requests for approval of substitute materials or equipment, as defined in the General Conditions, will be permitted during the bidding process. Substitutes will be considered only after the Effective Date of the Agreement, in accordance with the procedures in the General Conditions.
- 11.03 Provisions of this article shall only be available to qualified Bidders of the entire project. They shall not be available for subcontractors, materialmen, or suppliers. If a qualified Bidder wishes to propose an "or equal" item for any item requested in the Bidding Documents, or dispute or protest any provision contained in the specifications, such requests must be filed no later than two weeks from the initial advertisement for Bids. The request shall be filed with the City in triplicate directed to the Purchasing Division, who shall forward a copy to the Wastewater Utilities Division within the Department of Community Development and the Law Department. Any request for an "or equal" approval, or protest or dispute of a provision, shall include a detailed basis upon which the qualified Bidder relies for asserting its protest or request, all information required under Condition 7.05 and Condition 7.06 of the General Conditions and the specific contract provision or provisions relating to the protest or request. Within 14 days of the date of receipt of the protest or request for "or equal" determination, the City, through its Wastewater Utilities Division Director, shall review the claim and take one of the following actions:
1. Deny the protest or dispute or deny the request.
  2. Agree to the request or protest and issue appropriate addenda to qualified Bidders.
- All decisions of the Wastewater Utilities Division Director under this provision shall be final.

ARTICLE 12 - SUBCONTRACTORS, SUPPLIERS AND OTHERS

- 12.01 If the Supplementary Conditions require the identity of certain Subcontractors, Suppliers, individuals, or entities to be submitted to OWNER in advance of a specified date prior to the Effective Date of the Agreement, the apparent Successful Bidder, and any other Bidder so requested, shall submit to OWNER a list of all such Subcontractors, Suppliers, individuals, or entities proposed for those portions of the Work for which such identification is required. Such list shall be accompanied by an experience statement with pertinent information regarding similar projects and other evidence of qualification for each such Subcontractor, Supplier, individual, or entity if requested by OWNER. If OWNER or ENGINEER, after due investigation, has reasonable objection to any proposed Subcontractor, Supplier, individual, or entity, OWNER may, before the Notice of Award is given request apparent Successful Bidder to submit a substitute, without an increase in Bid price.
- 12.02 If apparent Successful Bidder declines to make any such substitution, OWNER may award the Contract to the next lowest Bidder that proposes to use acceptable Subcontractors, Suppliers, individuals, or entities. Declining to make requested substitutions will not constitute grounds for forfeiture of the Bid security of any Bidder. Any Subcontractor, Supplier, individual, or entity so listed and against which OWNER or ENGINEER makes no written objection prior to the giving of the Notice of Award will be deemed acceptable to OWNER and ENGINEER subject to revocation

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Bidders are further informed that the City of Moberly has adopted a resolution establishing the City's preference for local businesses, a copy of which policy is available upon request to the City Clerk. Consequently, the award of contracts for materials and supplies and also for labor will be made in accordance with that policy. Furthermore, successful bidders will be required to abide by the City's policy in completing the Work.

ARTICLE 25 – OSHA TRAINING

- 25.01 The contractor shall comply with section 292.675 RSMo. Any person signing a contract to work on the construction of public works for any public body shall provide a 10-hour Occupational Safety and Health Administration (OSHA) construction safety program for their on-site employees which includes a course in construction safety and health approved by OSHA or a similar program approved by the Missouri Department of Labor and Industrial Relations which is at least as stringent as an approved OSHA program. All employees are required to complete the program within sixty days of beginning work on such construction project.

ARTICLE 26 – AFFIDAVIT OF WORK AUTHORIZATION

- 26.01 Pursuant to §285.530.1, RSMo, the subrecipient assures that it, as well as its subrecipients do not knowingly employ, hire for employment, or continue to employ an unauthorized alien to perform work within the State of Missouri, and shall affirm, by sworn affidavit and provision of documentation, its enrollment and participation in a federal work authorization program with respect to the employees working in connection with the contracted services. Further, the subrecipient assures that it, as well as its subrecipients shall sign an affidavit affirming that it does not knowingly employ any person who is an unauthorized alien in connection with the contracted services.

In accordance with sections 285.525 to 285.550, RSMo a general contractor or subcontractor of any tier shall not be liable when such contractor or subcontractor contracts with its direct subcontractor who violates subsection 1 of section 285.530, RSMo if the contract binding the contractor and subcontractor affirmatively states that the direct subcontractor is not knowingly in violation of subsection 1 of section 285.530, RSMo and shall not henceforth be in such violation and the contractor or subcontractor receives a sworn affidavit under the penalty of perjury attesting to the fact that the direct subcontractor's employees are lawfully present in the United States.

- 26.02 Affidavit of work Authorization is contained in the Bid Form Supplements.

END OF DOCUMENT 002113

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DOCUMENT 004100 - BID FORM

Project Identification: SUGAR CREEK LAKE DAM ABUTMENT GROUTING  
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This Bid is Submitted to: City of Moberly, Missouri  
101 West Reed Street  
Moberly, MO 65270

1.01 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.

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

3.01 In submitting this Bid, Bidder represents, as set forth in the Agreement, that:

A. Bidder has examined and carefully studied the Bidding Documents, the other related data identified in the Bidding Documents, and the following Addenda, receipt of which is hereby acknowledged:

Addendum Number	Addendum Date
_____	_____
_____	_____
_____	_____
_____	_____

B. Bidder has visited the Site and become familiar with and is satisfied as to the general, local and Site conditions that may affect cost, progress, and performance of the Work.

C. Bidder is familiar with and is satisfied as to all federal, state and local 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 contiguous to the Site and all drawings of physical conditions in or relating to existing surface or subsurface structures at or contiguous to the Site (except Underground Facilities) which have been identified in the Supplementary Conditions as provided in paragraph 5.03 of the General Conditions, and (2) reports and drawings of a Hazardous Environmental Condition, if any, which has been identified in the Supplementary Conditions as provided in paragraph 5.06 of the General Conditions.

E. Bidder has obtained and carefully studied (or assumes responsibility for having done so) all such additional or supplementary examinations, investigations, explorations, tests, studies and data concerning conditions (surface, subsurface and Underground Facilities) at or contiguous to the Site which may affect cost, progress, or performance of the Work or

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which relate to any aspect of the means, methods, techniques, sequences, and procedures of construction to be employed by Bidder, including applying the specific means, methods, techniques, sequences, and procedures of construction expressly required by the Bidding Documents to be employed by Bidder, and safety precautions and programs incident thereto.

- F. Bidder does not consider that any further examinations, investigations, explorations, tests, studies, or data are necessary for the determination of this Bid for performance of the Work at the price(s) bid and within the times 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 Work as indicated in the Bidding Documents.
  - H. Bidder has correlated the information known to Bidder, information and observations obtained from visits to the site, reports and drawings identified in the Bidding Documents, and all additional examinations, investigations, explorations, tests, studies, and data with the Bidding Documents.
  - I. Bidder has given ENGINEER written notice of all conflicts, errors, ambiguities, or discrepancies that Bidder has discovered in the Bidding Documents, and the written resolution thereof by ENGINEER is acceptable to Bidder.
  - J. The Bidding Documents are generally sufficient to indicate and convey understanding of all terms and conditions for the performance of the Work for which this Bid is submitted.
- 4.01 Bidder further represents that 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 agreement or rules of any group, association, organization or corporation; Bidder has not directly or indirectly induced or solicited any other Bidder to submit a false or sham Bid; Bidder has not solicited or induced any individual or entity to refrain from bidding; and Bidder has not sought by collusion to obtain for itself any advantage over any other Bidder or over OWNER.
- 5.01 Bidder will complete the Work in accordance with the Contract Documents for the following price(s):

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No.	Item	Unit	Estimated Quantity	Unit Price	Extension
1	Mobilization & Demobilization	Lump Sum	1		
2	Site Clearing	Day	3		
3	Installation of Monitoring/Flushing Points in Spillway Apron	Lump Sum	1		
4	Grout Hole Layout / Determination of Ground Surface Elevation at Hole Locations	Lump Sum	1		
5	Drilling	LF	2125		
6	Casing Installation	LF	775		
7	Water Packer Testing	Each	124		
8	Connection to Holes for Grouting	Each	133		
9	Grout Pumping Time	Hour	80		
10	Cement (Type III) – cost + 10%	94 lbs sack	575		
11	Admixtures – cost + 10%	Lbs or Oz	No Estimate	XX	XX
12	Develop Grout Mix Design	Lump Sum	1		
13	Computer Aided Monitoring of Grouting and Water Packer Testing	Lump Sum	1		
<b>TOTAL PRICE BASE BID (Use Figures)</b>					

Unit prices have been computed in accordance with paragraph 13.03 of the General Conditions.

Bidder acknowledges that 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 provided, determined as provided in the Contract Documents.

#### UNIT PRICE SCHEDULE DEFINITIONS

- Item 1 - Mobilization & Demobilization: Includes cost of furnishing and bringing onto the site all drilling, water pressure testing, and grouting equipment and all tools and supplies necessary to satisfactorily progress the work, ready to be manned and operational, with an adequate supply of fuel or source of power, lubricants, and spare parts to ensure continuous operation, and removal of same from the site upon completion of the grouting program; for

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providing an approved, safe means of gaining access to and from the site; and for all site cleanup and restoration activities. It is assumed the drill rig will require transport from the west abutment to the east side of the reservoir for gaining access to the grout holes in front of the spillway.

Payment for this item will be a lump sum price. Sixty (60) percent of the contract lump-sum price for mobilization and demobilization will be made following completion of moving onto the site, including complete assembly, in working order, of all equipment necessary to perform the required drilling and grouting operations. The remaining forty (40) percent of the contract lump sum will be paid when all equipment, tools, and supplies have been removed from the site.

2. Item 2 - Site Clearing and Preparation: Includes the cost of all labor, material and equipment required to perform the necessary site clearing and final grading needed to drill the grout holes along the west abutment slopes. The OWNER has provided a cleared path from the County Road to the west abutment of the dam. Contractor will be responsible for any final clearing and grading as necessary to access the grout hole locations.

Payment for this item will be a unit price per day to mobilize and operate construction equipment (including fuel) as necessary to prepare the site for drilling grout holes along the west abutment.

3. Item 3 – Installation of Monitoring/Flushing Points in Spillway Floor Slab: Work consists of drilling up to 8 holes through the spillway floor slab and installing short stub-in pipes to be used to flush the spillway underdrain system during grouting operations. The spillway floor slab is anticipated to be 12 inches thick, including the original 6-inch thick slab and a 6-inch thick overlay. The work will also include providing water hose, pigtail lines, pressure gauges, tees, connections, and valves and pumps to perform this work. Upon completion of the grouting program, the flush pipes will be removed and the holes in the spillway floor plugged with a thick grout or concrete as approved by the Owner.

Continual flushing and monitoring of the spillway underdrain system continuously during grouting operations in accordance with the specifications are considered incidental to the work.

The lump sum price to include the cost of all labor, equipment, supplies and materials required to install the flushing system prior to the start of grouting, keep the system functioning properly during grouting, and removal of same upon completion of the grouting program as described above and in the Specifications.

4. Item 4 - Grout Hole Layout/Determination of Ground Surface Elevation at Hole Locations: The work consists of laying out the grout holes and determining ground surface elevations at hole locations located along the west abutment prior to start of drilling.

Payment for this item will be a lump sum price such payment to include the cost of all labor and equipment required to layout the grout hole locations and determine ground surface elevations at the hole locations prior to drilling.

5. Item 5 – Drilling: Drill holes in accordance with the plans and specifications. Selected drill rig and type must be able to advance through the soil overburden, bedrock (including shale, sandstone, coal and limestone), riprap placed along the upstream face of the spillway weir

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and concrete footing of the west abutment wall if encountered. The work also includes flushing of holes upon completion of drilling each hole per specifications.

Payment for this item will be per linear foot drilled, including all costs for the setup and drilling of the holes through soils and rock to the designated bottom of hole elevation and to flush out the hole upon completion of drilling. Payment will be made for the total linear footage drilled between the ground surface and the bottom of borehole; hole lengths drilled longer than designated bottom elevation will not be cause for additional compensation unless approved in advance by the Engineer.

6. Item 6 - Casing Installation - The work consists of installing 3" diameter thick walled PVC casing (Schedule 80) into the drilled holes, extending from ground surface through the overburden (on west abutment) or riprap (in front of spillway) to the top of rock to keep the holes open for subsequent packer testing and grouting operations. Casings to remain in-place upon completion of grouting operations and be filled with grout, topped off with a dry pack as necessary upon completion of the work, and cut to the required elevation above grade. The cost of labor for casing installation is considered incidental to the cost of drilling the hole.

Payment for this item will be a unit price per linear foot of the permanent casing material installed through the overburden material to the top of rock per specifications prior to the start of grouting.

7. Item 7 - Water Packer Testing - Each grout hole will be pressure tested after completion of drilling and flushing of the completed drill hole to get an initial idea of the tightness of the zone to be grouted. Single stage holes will be tested once as described in the Specifications by placing a packer at the top of rock and applying the specified pressure for a duration of 5 minutes. For grout holes drilled on the west abutment, perform single packer tests at nominal 15-foot (elevation) intervals or as directed by the Engineer in the rock for full depth of hole. Pressure testing to be performed in a given grout hole after the hole has been satisfactorily flushed per Specifications.

Payment for this item will be unit price per test performed and accepted by the Engineer. The unit price bid shall include the cost of all labor and equipment to satisfactorily complete the test.

8. Item 8 - Connection to Holes Pump Discharge Piping: This work consists of making a hook-up (set-up) connection to a drilled hole for the purpose of grouting the hole per Plans and Specifications. The work will include making all connections between grout hoses and packers, and between the grout pump and agitator, and includes lowering the packer and drill rods down into the drill holes for grouting. The work will also include subsequent disconnection upon completion of grouting. The intent is to provide a hook up for each grout stage as shown on the Plans for a given grout hole location. Each connection, including subsequent disconnection of the grout supply line to a drilled hole acceptably made for the purpose of injecting grout, regardless of the number of times such connections are made per hole or the amount of grout actually injected, provided such connection is in accordance with the specifications and as directed by the Engineer, will be measured as a complete unit.

Payment for this item will be unit price per connection as approved by the Engineer.

SUGAR CREEK LAKE DAM ABUTMENT GROUTING  
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9. Item 9 – Grout Pump Time: Measurement of time that the grout pump is used for the expressed purpose of batching and pumping grout into the holes. Measurement for payment for grout pump time will be per hour, or fraction thereof, that the pump is injecting grout with approval of the Engineer. Time will be measured from start of batching to end of pumping as approved by the Engineer.

Payment for this item will be unit price per hour as approved by the Engineer.

10. Item 10 - Grout Material, Cement: Measurement for payment for grout material will be per 94-pound bag of Type III cement, including all costs of the grout material and grout additives, including filling the grout hole upon completion, and all logistics to provide the grout to the required location.
11. Item 11 – Grout Material, Admixtures: Amount of admixtures used, such as anti-washout agents or high range water reducers, during injection of the grout into the holes will be paid for at cost + 10%, subject to approval by the Engineer. Admixtures shall be provided in an appropriate container packaging from the suppliers. Contractor to make record of quantity of said admixtures used in the grout mix and provide record on a daily basis to the Engineer for approval.
12. Item 12 – Develop Grout Mix and Field Testing: Contractor is responsible for designing cementitious grout mixes with different characteristic for controlling grout penetration into the rock mass and resisting wash out per Specifications. To that end, develop and implement a pre-construction trial grout batching and testing program to evaluate and verify the grout properties meet the characteristics designated in the specifications and are appropriate for conditions encountered during the grouting program. Consult with admixture manufacturers and suppliers as necessary to develop the grout mixes for use on the project and during the field trials. Item will also include the sampling and testing of grout on a frequent and regular basis during grouting operations as identified in the Specifications.

Payment for this item will be a lump sum price to include the cost of all labor, material and equipment required to develop the grout mix designs and perform trial batch mixing on-site to test the grout properties prior to commencement of production grouting and performing sampling and testing of the grout during grouting operations per the Specifications.

13. Item 13 – Computer Aided Monitoring: Provide analysis of the grouting using qualified personnel and required equipment and software to provide real-time data collection and display monitoring and analysis of the data collected during the grouting operations including type and quantity of specific grout mix used per hole and water and grout flow rates. Computer aided monitoring to be used at all times during the on-going grouting operations.

Payment for this item will be a lump sum price which includes the cost of all labor, material, and equipment required to provide computer aided monitoring at all times during the on-going grouting and packer testing operations.

- 6.01 Bidder agrees that the Work will be substantially complete within 60 calendar days after the date when the Contract Times commence to run as provided in paragraph 4.01 of the General Conditions, and completed and ready for final payment in accordance with paragraph 15.06.B of

SUGAR CREEK LAKE DAM ABUTMENT GROUTING  
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- the General Conditions within 90 calendar days after the date when the Contract Times commence to run.
- 6.02 Bidder accepts the provisions of the Agreement as to liquidated damages in the event of failure to complete the Work within the times specified above, which shall be stated in the Agreement.
- 7.01 The following documents are attached to and made a condition of this Bid:
- A. Required Bid Security;
  - B. List of Major Subcontractors;
  - C. Statement of Bidder's Qualifications
  - D. Affidavit of Work Authorization
- 8.01 The terms used in this Bid with initial capital letters have the meanings indicated in the Instructions to Bidders, the General Conditions, and the Supplementary Conditions.

SUGAR CREEK LAKE DAM ABUTMENT GROUTING  
CITY OF MOBERLY, MISSOURI

SUBMITTED on \_\_\_\_\_, 20\_\_.

If Bidder is:

**An Individual**

Name (typed or printed): \_\_\_\_\_

By \_\_\_\_\_ (SEAL)  
*(Individual's signature)*

Doing business as \_\_\_\_\_  
Business address: \_\_\_\_\_

Phone No.: \_\_\_\_\_ FAX No.: \_\_\_\_\_

**A Partnership**

Partnership Name: \_\_\_\_\_ (SEAL)

By : \_\_\_\_\_  
*(Signature of general partner -- attach evidence of authority to sign)*

Name (typed or printed): \_\_\_\_\_  
Business address: \_\_\_\_\_

Phone No.: \_\_\_\_\_ FAX No.: \_\_\_\_\_

**A Corporation**

Corporation Name: \_\_\_\_\_ (SEAL)

State of Incorporation: \_\_\_\_\_

Type:  General Business,  Professional,  Service,  Limited Liability

By \_\_\_\_\_  
*(Signature -- attach evidence of authority to sign)*

Name (typed or printed): \_\_\_\_\_

Title: \_\_\_\_\_

Attest \_\_\_\_\_  
*(Signature of Corporate Secretary)*

Business address: \_\_\_\_\_

Phone No.: \_\_\_\_\_ FAX No.: \_\_\_\_\_

SUGAR CREEK LAKE DAM ABUTMENT GROUTING  
CITY OF MOBERLY, MISSOURI

**A Joint Venture**

Joint Venturer Name: \_\_\_\_\_ (SEAL)

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

*(Signature of joint venture partner -- attach evidence of authority to sign)*

Name (typed or printed): \_\_\_\_\_

Title: \_\_\_\_\_

Business Address: \_\_\_\_\_

Phone No.: \_\_\_\_\_ FAX No.: \_\_\_\_\_

Joint Venture Name: \_\_\_\_\_ (SEAL)

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

*(Signature of joint venture partner -- attach evidence of authority to sign)*

Name (typed or printed): \_\_\_\_\_

Title: \_\_\_\_\_

Business Address: \_\_\_\_\_

Phone No.: \_\_\_\_\_ FAX No.: \_\_\_\_\_

(Each joint venturer must sign. The manner of signing for each individual, partnership, and corporation that is a party to the joint venture should be in the manner indicated above).

END OF DOCUMENT 004100

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SUGAR CREEK LAKE DAM ABUTMENT GROUTING  
CITY OF MOBERLY, MISSOURI

DOCUMENT 004300 – BID FORM SUPPLEMENTS

INDEX FOR BID FORM SUPPLEMENTS

Bid Bond

List of Major Subcontractors

Statement of Bidder's Qualifications

Affidavit of Work Authorization

SUGAR CREEK LAKE DAM ABUTMENT GROUTING  
CITY OF MOBERLY, MISSOURI

**BID BOND**

EJCDC® C-430, Bid Bond (Penal Sum Form).  
Copyright® 2018 National Society of Professional Engineers, American Council of Engineering Companies,  
and American Society of Civil Engineers.

<p><b>Bidder</b> Name: [Full formal name of Bidder] Address (principal place of business): [Address of Bidder's principal place of business]</p>	<p><b>Surety</b> Name: [Full formal name of Surety] Address (principal place of business): [Address of Surety's principal place of business]</p>
<p><b>Owner</b> Name: [Full formal name of Owner] Address (principal place of business): [Address of Owner's principal place of business]</p>	<p><b>Bid</b> Project (name and location): [Owner project/contract name, and location of the project]  Bid Due Date: [Enter date bid is due]</p>
<p><b>Bond</b> Penal Sum: [Amount] Date of Bond: [Date]</p>	
<p>Surety and Bidder, intending to be legally bound hereby, subject to the terms set forth in this Bid Bond, do each cause this Bid Bond to be duly executed by an authorized officer, agent, or representative.</p>	
Bidder	Surety
(Full formal name of Bidder)	(Full formal name of Surety) (corporate seal)
By: _____ (Signature)	By: _____ (Signature) (Attach Power of Attorney)
Name: _____ (Printed or typed)	Name: _____ (Printed or typed)
Title: _____	Title: _____
Attest _____ (Signature)	Attest: _____ (Signature)
Name: _____ (Printed or typed)	Name: _____ (Printed or typed)
Title: _____	Title: _____
<p><i>Notes: (1) Note: Addresses are to be used for giving any required notice. (2) Provide execution by any additional parties, such as joint venturers, if necessary.</i></p>	

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

SUGAR CREEK LAKE DAM ABUTMENT GROUTING  
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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 will be Owner's sole and exclusive remedy upon default of Bidder.
2. Default of Bidder occurs 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 will 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 does not in the aggregate exceed 120 days from the Bid due date without Surety's written consent.
6. No suit or action will 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 will be commenced only in a court of competent jurisdiction located in the state in which the Project is located.
8. Notices required hereunder must 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 Postal Service registered or certified mail, return receipt requested, postage pre-paid, and will 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 will 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

SUGAR CREEK LAKE DAM ABUTMENT GROUTING  
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provision of said statute governs and the remainder of this Bond that is not in conflict therewith continues in full force and effect.

11. The term "Bid" as used herein includes a Bid, offer, or proposal as applicable.

SUGAR CREEK LAKE DAM ABUTMENT GROUTING  
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LIST OF MAJOR SUBCONTRACTORS

The names of Subcontractors to be used for the Work shall be entered in the spaces provided below as required by Paragraph SC-7.07.B of the Supplementary Conditions. Upon award of a contract, the named Subcontractors shall be used. The completed List of Major Subcontractors shall become a part of the Contract Documents.

Substitution of Subcontractors shall be as outlined by the provisions of the General Conditions. Substitutions shall be subject to concurrence of the Owner and shall be confirmed by Change Order.

Failure to furnish all information requested in the listing may be cause for rejection of the Bid.

<u>Area of Work</u>	<u>Name of Subcontractor</u>
1. _____	_____
2. _____	_____
3. _____	_____

SUGAR CREEK LAKE DAM ABUTMENT GROUTING  
CITY OF MOBERLY, MISSOURI

STATEMENT OF BIDDER'S QUALIFICATIONS

Each Bidder for the Work included in the Contract Documents shall submit with their Bid the data requested in the following schedule of information. This data must be included in and made a part of each Bid and be contained in the sealed envelope. Failure to comply with this instruction may be regarded as justification for rejecting the Bidder's proposal.

(1) NAME OF BIDDER: \_\_\_\_\_

(2) BUSINESS ADDRESS: \_\_\_\_\_

\_\_\_\_\_

(3) WHEN ORGANIZED: \_\_\_\_\_ (4) WHERE INCORPORATED: \_\_\_\_\_

(5) IF NOT INCORPORATED, STATE TYPE OF BUSINESS AND PROVIDE YOUR FEDERAL TAX IDENTIFICATION NUMBER: \_\_\_\_\_

—

(6) Number of years engaged in contracting business under present firm name: \_\_\_\_\_

(7) If you have done business as a different name, give name and location: \_\_\_\_\_

\_\_\_\_\_

(8) Have you ever failed to complete any work awarded to your company? If, so, where and why?

\_\_\_\_\_

\_\_\_\_\_

(9) Have you ever defaulted on a Contract? \_\_\_\_\_

(10) Provide a list of a minimum of three (3) similar contracts completed within the last five (5) years of equal or greater value, including description and value of each (attach additional sheet if necessary):

\_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

(11) List of projects currently in progress (attach additional sheet if necessary):

\_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

SUGAR CREEK LAKE DAM ABUTMENT GROUTING  
CITY OF MOBERLY, MISSOURI

AFFIDAVIT OF WORK AUTHORIZATION

STATE OF \_\_\_\_\_ )

COUNTY OF \_\_\_\_\_ )

On this \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_, before me appeared \_\_\_\_\_, personally known to me or proved to me on the basis of satisfactory evidence to be a person whose name is subscribed to this affidavit, who being by me duly sworn, deposed as follows:

My name is \_\_\_\_\_, and I am of sound mind, capable of making this affidavit, and personally certify the facts herein stated, as required by Section 285.530, RSMo, to enter into any contract agreement with the state to perform any job, task, employment, labor, personal services, or any other activity for which compensation is provided, expected, or due, including but not limited to all activities conducted by business entities:

I am the \_\_\_\_\_ of \_\_\_\_\_ and I am duly authorized, directed, and/or \_\_\_\_\_  
Title Business Name  
empowered to act officially and properly on behalf of this business entity.

I hereby affirm and warrant that the aforementioned business entity is enrolled in a federal work authorization program operated by the United States Department of Homeland Security to verify information of newly hired employees, and the aforementioned business entity shall participate in said program with respect to all employees working in connection with the contracted services related to \_\_\_\_\_ with

Project Number \_\_\_\_\_  
the \_\_\_\_\_ Funding Recipient. I have attached documentation to this affidavit to evidence enrollment/participation by the aforementioned business entity in a federal work authorization program, as required by Section 285.530, RSMo.

In addition, I hereby affirm and warrant that the aforementioned business entity does not and shall not knowingly employ, in connection to work under the within state contract agreement with the \_\_\_\_\_, an alien who does Funding Recipient 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).

I am aware and recognize that, unless certain contract and affidavit conditions are satisfied pursuant to Section 285.530, RSMo, the aforementioned business entity may be held liable under Section 285.525 through 285.555, RSMo, for subcontractors that knowingly employ or continue to employ any unauthorized alien to work within the State of Missouri.

In accordance with sections 285.525 to 285.550, RSMo a general contractor or subcontractor of any tier shall not be liable when such contractor or subcontractor contracts with its direct subcontractor who violates subsection 1 of section 285.530, RSMo if the contract binding the contractor and subcontractor affirmatively states that the direct subcontractor is not knowingly in violation of subsection 1 of section 285.530, RSMo and shall not henceforth be in such violation and the contractor or subcontractor receives a sworn affidavit under the penalty of perjury attesting to the fact that the direct subcontractor's employees are lawfully present in the United States.

AFFIDAVIT OF WORK AUTHORIZATION

SUGAR CREEK LAKE DAM ABUTMENT GROUTING  
CITY OF MOBERLY, MISSOURI

I acknowledge that I am signing this affidavit as a free act and deed of the aforementioned business entity and not under duress.

\_\_\_\_\_  
Affidavit Signature

Subscribed and sworn to before me this \_\_\_\_\_ day of \_\_\_\_\_, 20 \_\_\_\_\_.

\_\_\_\_\_  
Notary Public

My Commission expires:

# City of Moberly City Council Agenda Summary

Agenda Number: \_\_\_\_\_ WS #6.

Department: Public Utilities

Date: October 5, 2020

**Agenda Item:** Amendment to Financial Services Agreement with Piper Sandler & Co.

**Summary:** The City of Moberly entered a financial service agreement with Piper Jaffray & Co. on February 17<sup>th</sup>, 2017 to serve as our mutual agreement with respect to terms and conditions of our engagement as our financial services provider for the planned issuance of our Combined Water and Sewer Revenue Bonds and any additional issues to be identified in an amendment to the agreement. Now they are doing business as Piper Sandler & Co. and we are requesting an extension of the term by 3 years to end on December 31<sup>st</sup>, 2023 to include all issues from the revenue bonds that were approved at the June 2<sup>nd</sup>, 2020 election. No expenses are incurred for the service until the bonds are issued, then fees will be part of the bond issuance costs, depending on the source of funds.

**Recommended**

**Action:** Direct staff to move to the next regular Council meeting for approval.

**Fund Name:** N/A

**Account Number:** N/A

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

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

**AMENDMENT TO FINANCIAL SERVICES AGREEMENT**

This First Amendment to Financial Services Agreement, is entered into the \_\_\_\_ day of \_\_\_\_\_, 2020, by and between the City of Moberly, Missouri (the Issuer), and Piper Jaffray & Co., now doing business as Piper Sandler & Co. (the Financial Services Provider).

**RECITALS**

WHEREAS, the Issuer and the Financial Services Provider entered into a Financial Services Agreement dated as January 17, 2017 (the "Agreement") and

WHEREAS, the Issuer desires to amend the Agreement to specifically include all issues from the revenue bonds approved at the June 2, 2020 election and

NOW THEREFORE, the parties agree as follows:

An extension of the term by 3 years to end on December 31, 2023.

IN WITNESS WHEREOF, the parties have executed this First Amendment to Financial Services Agreement on the date first above written. By the signature of its representative below, each party affirms that it has taken all necessary action to authorize said representative to execute this Agreement.

ISSUER

By: \_\_\_\_\_  
Name:  
Its:

PIPER SANDLER & CO.



By: \_\_\_\_\_  
Name: Todd Goffoy  
Its: Managing Director

# PiperJaffray

## FINANCIAL SERVICES AGREEMENT

This Financial Services Agreement, (the Agreement) is entered into the 17th day of January, 2017 by and between City of Moberly, Missouri (the Client) and Piper Jaffray & Co. (Piper Jaffray or the Financial Services Provider). This Agreement will serve as our mutual agreement with respect to the terms and conditions of our engagement as your financial services provider, effective on the date this Agreement is executed (the Effective Date).

### *I. Scope of Services.*

(A) **Services to be provided.** Piper Jaffray is engaged by the Client to provide services with respect to the planned issuance of the Client's Combined Water and Sewer Revenue Bonds (the Issue) and any additional issues to be identified in an amendment to the Agreement.

(B) **Scope of Services.** The Scope of Services to be provided respecting the Issue(s) shall consist of the following:

1. Evaluate options or alternatives with respect to the proposed new Issue(s),
2. Consult with and/or advise the Client on actual or potential changes in market place practices, market conditions or other matters that may have an impact on the Issues or Products.
3. Assist the Client in establishing a plan of financing
4. Assist the Client in establishing the structure, timing, terms and other similar matters concerning the Issue
5. Prepare the financing schedule
6. Provide assistance as to scheduling, coordinating and meeting procedural requirements relating to any required bond referendum. ,
7. Consult and meet with representatives of the Client and its agents or consultants with respect to the Issue
8. Attend meetings of the Client's governing body, as requested
9. Advise the Client on the manner of sale of the Issue
10. Make arrangements for printing, advertising and other vendor services necessary or appropriate in connection with the Issue
11. Advise the Client with regard to any continuing disclosure undertaking required to be entered into in connection with the Issue, including advising on the selection of a dissemination agent, if directed.
12. In a competitive bid sale, prepare the bid package, obtain CUSIP numbers, assist the Client in collecting and analyzing bids submitted by underwriters and in connection with the Client's selection of a winning bidder
13. At the time of sale, provide the Client with relevant data on comparable issues recently or currently being sold nationally and by comparable Clients
14. In a negotiated sale, coordinate pre-pricing discussions, supervise the sale process, advise the Client on matters relating to retail or other order periods and syndicate priorities, review the order book, advise on the acceptability of the underwriter's pricing and offer to purchase
15. Assist the Client in identifying an underwriter in a negotiated sale or other deal Participants such as an escrow agent, accountant, feasibility consultant, etc. to work on the Issue
16. Respond to questions from underwriters
17. Arrange and facilitate visits to, prepare materials for, and make recommendations to the Client in connection with credit ratings agencies, insurers and other credit or liquidity providers

18. Work with bond counsel and other transaction participants to prepare and/or review necessary authorizing documentation of the Client and other documents necessary to finalize and close the Issue
19. Coordinate working group sessions, closing, delivery of the new Issue and transfer of funds
20. Prepare a closing memorandum or transaction summary
21. Advise Client on potential exercise of optional or other call rights, or potential tender offers, for outstanding Issue(s)
22. Advise Client on potential refunding or other refinancing opportunities of its outstanding Issue(s)
23. Consult with and/or advise Client on actual or potential changes in market place practices, market conditions or other matters that may have an impact on Client's outstanding Issue(s)
24. Advise Client on matters relating to compliance with, including testing and/or reporting on compliance with, bond or other covenants relating to outstanding Issue(s)
25. Review documentation of outstanding Issue(s) with Client personnel and with Client's bond counsel and other consultants
26. Assist Client in responding to inquiries from investors or other market participants in connection with Client's outstanding Issue(s)

**For Services Respecting Official Statement.** Piper Jaffray has not assumed responsibility for preparing or certifying as to the accuracy or completeness of any preliminary or final official statement.

**II. Limitations on Scope of Services.** In order to clarify the extent of our relationship, Piper Jaffray is required under MSRB Rule G-42<sup>1</sup> to describe any limitations on the scope of the activities to be performed for you. Accordingly, the Scope of Services are subject to the following limitations:

The Scope of Services is limited solely to the services described herein and is subject to limitations set forth within the descriptions of the Scope of Services. Any duties created by this Agreement do not extend beyond the Scope of Services or to any other contract, agreement, relationship, or understanding, if any, of any nature between the Client and the Financial Services Provider.

The Scope of Services does not include tax, legal, accounting or engineering advice with respect to any Issue or Product or in connection with any opinion or certificate rendered by counsel or any other person at closing.

**III. Amending Scope of Services.** The Scope of Services may be changed only by written amendment or supplement. The parties agree to amend or supplement the Scope of Services promptly to reflect any material changes or additions to the Scope of Services.

**IV. Compensation.** Piper Jaffray will be compensated on a contingent basis from bond proceeds at closing. For bonds issued through the SRF Program, the financial advisor fee shall be \$20,000 and include all travel and out-of-pocket expenses. For any bond issue complete outside the SRF Program, a fee shall be mutually agreed to once the scope, amount and structure of such bond issue is determined.

We will not charge the City any fee for general consulting advice between bond issues. We are glad to be a resource to our clients and routinely provide bond related information that is helpful to our clients. In addition, we will not charge any fee for preliminary debt calculations, outstanding bond issue spreadsheets, feasibility calculations or other general information.

**V. IRMA Matters.** If the Client has designated Piper Jaffray as its independent registered municipal advisor ("IRMA") for purposes of SEC Rule 15Ba1-1(d)(3)(vi) (the "IRMA exemption"), the extent of the IRMA exemption is limited to the Scope of Services and any limitations thereto. Any reference to Piper

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<sup>1</sup> See MSRB Rule G-42(c)(v).

Jaffray, its personnel and its role as IRMA in the written representation of the Client contemplated under SEC Rule 15Ba1-1(d)(3)(vi)(B) is subject to prior approval by Piper Jaffray and Client agrees not to represent, publicly or to any specific person, that Piper Jaffray is Client's IRMA with respect to any aspect of municipal financial products or the issuance of municipal securities, or with respect to any specific municipal financial product or any specific issuance of municipal securities, outside the Scope of Services without Piper Jaffray's prior written consent.

**VI. Piper Jaffray's Regulatory Duties When Servicing the Client.** MSRB Rule G-42 requires that Piper Jaffray undertake certain inquiries or investigations of and relating to the Client in order for Piper Jaffray to fulfill certain aspects of the fiduciary duty owed to the Client. Such inquiries generally are triggered: (a) by the requirement that Piper Jaffray know the essential facts about the Client and the authority of each person acting on behalf of the Client so as to effectively service the relationship with the Client, to act in accordance with any special directions from the Client, to understand the authority of each person acting on behalf of the Client, and to comply with applicable laws, regulations and rules; (b) when Piper Jaffray undertakes a determination of suitability of any recommendation made by Piper Jaffray to the Client, if any or by others that Piper Jaffray reviews for the Client, if any; (c) when making any representations, including with regard to matters pertaining to the Client or any Issue or Product; and (d) when providing any information in connection with the preparation of the preliminary or final official statement, including information about the Client, its financial condition, its operational status and its municipal securities or municipal financial products. Specifically, Client agrees to provide to Piper Jaffray any documents on which the Client has relied in connection with any certification it may make with respect to the accuracy and completeness of any Official Statement for the Issue.

Client agrees to cooperate, and to cause its agents to cooperate, with Piper Jaffray in carrying out these duties to inquire or investigate, including providing to Piper Jaffray accurate and complete information and reasonable access to relevant documents, other information and personnel needed to fulfill such duties.

In addition, the Client agrees that, to the extent the Client seeks to have Piper Jaffray provide advice with regard to any recommendation made by a third party, the Client will provide to Piper Jaffray written direction to do so as well as any information it has received from such third party relating to its recommendation.

**VII. Expenses.** Piper Jaffray will be responsible for all of Piper Jaffray's out-of-pocket expenses unless otherwise agreed upon or if out-of-state travel is directed by Client. If travel is directed by the Client, Client will reimburse Piper Jaffray for their expenses. In the event a new issue of securities is contemplated by this Agreement, Client will be responsible for the payment of all fees and expenses commonly known as costs of issuance, including but not limited to: publication expenses, local legal counsel, bond counsel, ratings, credit enhancement, travel associated with securing any rating or credit enhancement, printing of bonds, printing and distribution of required disclosure documents, trustee fees, paying agent fees, CUSIP registration, and the like.

**VIII. Term of Agreement.** The term of this Agreement shall begin on the Effective Date and ends, unless earlier terminated as provided below, on December 31, 2020.

This Agreement may be terminated with or without cause by either party upon the giving of at least thirty (30) days prior written notice to the other party of its intention to terminate, specifying in such notice the effective date of such termination. All fees due to Piper Jaffray shall be due and payable upon termination. Upon termination, the obligations of Piper Jaffray under this Agreement, including any amendment shall terminate immediately and Piper Jaffray shall thereafter have no continuing fiduciary or other duties to the Client. The provisions of Sections IV, VII, XII, XIV, XV and XVII shall survive termination of this Agreement.

**IX. Independent Contractor.** The Financial Services Provider is an independent contractor and nothing herein contained shall constitute or designate the Financial Services Provider or any of its employees or agents as employees or agents of the Client.

**X. Entire Agreement/Amendments.** This Agreement, including any amendments and Appendices hereto which are expressly incorporated herein, constitute the entire Agreement between the parties hereto and sets forth the rights, duties, and obligations of each to the other as of this date. Any prior agreements, promises, negotiations, or representations not expressly set forth in this Agreement are of no force and effect. This Agreement may not be modified except by a writing executed by both the Financial Services Provider and Client.

**XI. Required Disclosures.** MSRB Rule G-42 requires that Piper Jaffray provide you with disclosures of material conflicts of interest and of information regarding certain legal events and disciplinary history. Such disclosures are provided in Piper Jaffray's Disclosure Statement attached as Appendix A to this Agreement.

**XII. Limitation of Liability.** In the absence of willful misconduct, bad faith, gross negligence or reckless disregard of obligations or duties hereunder on the part of Piper Jaffray or any of its associated persons, Piper Jaffray and its associated persons shall have no liability to the Client for any act or omission in the course of, or connected with, rendering services hereunder, or for any error of judgment or mistake of law, or for any loss arising out of any issuance of municipal securities, any municipal financial product or any other investment, or for any financial or other damages resulting from the Client's election to act or not to act, as the case may be, contrary to any advice or recommendation provided by Piper Jaffray to the Client. No recourse shall be had against Piper Jaffray for loss, damage, liability, cost or expense (whether direct, indirect or consequential) of the Client arising out of or in defending, prosecuting, negotiating or responding to any inquiry, questionnaire, audit, suit, action, or other proceeding brought or received from the Internal Revenue Service in connection with any Issue or Product, if any or otherwise relating to the tax treatment of any Issue or Product if any, or in connection with any opinion or certificate rendered by counsel or any other party. Notwithstanding the foregoing, nothing contained in this paragraph or elsewhere in this Agreement shall constitute a waiver by Client of any of its legal rights under applicable U.S. federal securities laws or any other laws whose applicability is not permitted to be contractually waived, nor shall it constitute a waiver or diminution of Piper Jaffray's fiduciary duty to Client under Section 15B(c)(1), if applicable, of the Securities Exchange Act of 1934, as amended, and the rules thereunder.

**XIII.** [language intentionally removed]

**XIV. Official Statement.** The Client acknowledges and understands that state and federal laws relating to disclosure in connection with municipal securities, including but not limited to the Securities Act of 1933 and Rule 10b-5 promulgated under the Securities Exchange Act of 1934, may apply to the Client and that the failure of the Financial Services Provider to advise the Client respecting these laws shall not constitute a breach by the Financial Services Provider or any of its duties and responsibilities under this Agreement. The Client acknowledges that any Official Statement distributed in connection with an issuance of securities are statements of the Client and not of Piper Jaffray.

**XV. Notices.** Any written notice or communications required or permitted by this Agreement or by law to be served on, given to, or delivered to either party hereto, by the other party shall be in writing and shall be deemed duly served, given, or delivered when personally delivered to the party to whom it is addressed or in lieu of such personal services, when deposited in the United States' mail, first-class postage prepaid, addressed to the Client at:

City of Moberly  
101 West Reed  
Moberly, MO 65720

Greg Hodge, Finance Director

660-269-7637  
[greggh@cityofmoberly.com](mailto:greggh@cityofmoberly.com)

Or to the Financial Services Provider at:

Piper Jaffray & Co.  
 11635 Rosewood Street  
 Leawood, KS 66211

Todd Goffoy, Managing Director  
 913-345-3373  
[a.t.goffoy@pjc.com](mailto:a.t.goffoy@pjc.com)

With a copy to:

Piper Jaffray & Co.  
 Legal Department  
 800 Nicollet Mall, Suite 1000  
 Minneapolis, MN 55402

**XVI. Consent to Jurisdiction; Service of Process.** The parties each hereby (a) submits to the jurisdiction of any State or Federal court sitting in the state of Missouri for the resolution of any claim or dispute with respect to or arising out of or relating to this Agreement or the relationship between the parties (b) agrees that all claims with respect to such actions or proceedings may be heard and determined in such court, (c) waives the defense of an inconvenient forum, (d) agrees not to commence any action or proceeding relating to this Agreement other than in a State or Federal court sitting in the state of Missouri and (e) agrees that a final judgment in any such action or proceeding shall be conclusive and may be enforced in other jurisdictions by suit on the judgment or in any other manner provided by law.

**XVII. Choice of Law.** This Agreement shall be construed and given effect in accordance with the laws of the state of Missouri.

**XVIII. Counterparts; Severability.** This Agreement may be executed in two or more separate counterparts, each of which shall be deemed an original, but all of which together shall constitute one and the same instrument. Any term or provision of this Agreement which is invalid or unenforceable in any jurisdiction shall, as to such jurisdiction, be ineffective to the extent of such invalidity or unenforceability without rendering invalid or unenforceable the remaining terms and provisions of this Agreement or affecting the validity or enforceability of any of the terms or provisions of this Agreement in any other jurisdiction.

**XIX. Waiver of Jury Trial.** THE PARTIES EACH HEREBY AGREES TO WAIVE ANY RIGHT TO A TRIAL BY JURY WITH RESPECT TO ANY CLAIM, COUNTERCLAIM OR ACTION ARISING OUT OF OR IN CONNECTION WITH THIS AGREEMENT OR THE TRANSACTIONS CONTEMPLATED HEREBY OR THE RELATIONSHIP BETWEEN THE PARTIES. PARTIES AGREE TO WAIVE CONSEQUENTIAL AND PUNITIVE DAMAGES.

**XX. No Third Party Beneficiary.** This Agreement is made solely for the benefit of the parties and their respective successors and permitted assigns. Nothing in this Agreement, express or implied, is intended to confer on any person, other than the parties and their respective successors and permitted assigns, any rights, remedies, obligations or liabilities under or by reason of this Agreement.

**XXI. Authority.** The undersigned represents and warrants that they have full legal authority to execute this Agreement on behalf of the Client. The following individual(s) at the Client have the authority to direct Piper Jaffray's performance of its activities under this Agreement:

Greg Hodge, Finance Director

The following individuals at Piper Jaffray have the authority to direct Piper Jaffray's performance of its activities under this Agreement:

Todd Goffoy, Managing Director

IN WITNESS WHEREOF, the parties have executed this Agreement on the date first above written. By the signature of its representative below, each party affirms that it has taken all necessary action to authorize said representative to execute this Agreement.

PIPER JAFFRAY & CO.



By: \_\_\_\_\_  
Todd Goffoy  
Its: Managing Director  
Date: January 17, 2017

ACCEPTED AND AGREED:

CITY OF MOBERLY

By:  \_\_\_\_\_  
Brian Crane  
Its: City Manager  
Date: 1-17-17

## APPENDIX A – DISCLOSURE STATEMENT

Municipal Securities Rulemaking Board Rule G-42 (the Rule) requires that Piper Jaffray provide you with the following disclosures of material conflicts of interest and of information regarding certain legal events and disciplinary history. Accordingly, this Appendix A provides information regarding conflicts of interest and legal or disciplinary events of Piper Jaffray required to be disclosed pursuant to MSRB Rule G-42(b) and (c)(ii).

(A) **Disclosures of Conflicts of Interest.** The Rule requires that Piper Jaffray provide to you disclosures relating to any actual or potential material conflicts of interest, including certain categories of potential conflicts of interest identified in the Rule, if applicable. If no such material conflicts of interest are known to exist based on the exercise of reasonable diligence by us, Piper Jaffray is required to provide a written statement to that effect.

Accordingly, we make the following disclosures with respect to material conflicts of interest in connection with the Scope of Services under the Agreement, together with explanations of how we address or intend to manage or mitigate each conflict. To that end, with respect to all of the conflicts disclosed below, we mitigate such conflicts through our adherence to our fiduciary duty to you in connection with municipal advisory activities, which includes a duty of loyalty to you in performing all municipal advisory activities for the Client. This duty of loyalty obligates us to deal honestly and with the utmost good faith with you and to act in your best interests without regard to our financial or other interests. In addition, as a broker dealer with a client oriented business, our success and profitability over time is based on assuring the foundations exist of integrity and quality of service. Furthermore, Piper Jaffray's supervisory structure, utilizing our long-standing and comprehensive broker-dealer supervisory processes and practices, provides strong safeguards against individual representatives of Piper Jaffray potentially departing from their regulatory duties due to personal interests. The disclosures below describe, as applicable, any additional mitigations that may be relevant with respect to any specific conflict disclosed below.

**Compensation-Based Conflicts.** The fees due under the Agreement are in a fixed amount established at the outset of the Agreement. The amount is usually based upon an analysis by the Client and Piper Jaffray of, among other things, the expected duration and complexity of the transaction and the Scope of Services to be performed by Piper Jaffray. This form of compensation presents the appearance of a conflict or a potential conflict of interest because, if the transaction requires more work than originally contemplated, Piper Jaffray may suffer a loss. Thus, Piper Jaffray may have an incentive to recommend less time-consuming alternatives, or fail to do a thorough analysis of alternatives. In addition, contingent-based compensation, i.e. based upon the successful delivery of the Issue while customary in the municipal securities market, may present the appearance of a conflict or the potential for a conflict because it could create an incentive for Piper Jaffray to recommend unnecessary financings or financings that are disadvantageous to the Client. This conflict of interest is mitigated by our duty of care and fiduciary duty and the general mitigations related to our duties to you, as described above.

**Transactions in Client's Securities.** As a municipal advisor, Piper Jaffray cannot act as an underwriter in connection with the same issue of bonds for which Piper Jaffray is acting as a municipal advisor. From time to time, Piper Jaffray or its affiliates may submit orders for and acquire your securities issued in an Issue under the Agreement from members of the underwriting syndicate, either for its own trading account or for the accounts of its customers. Again, while we do not believe that this activity creates a material conflict of interest, we note that to mitigate any perception of conflict and to fulfill Piper Jaffray's regulatory duties to the Client, Piper Jaffray's activities are engaged in on customary terms through units of Piper Jaffray that operate independently from Piper Jaffray's municipal advisory business, thereby eliminating the likelihood that such investment activities would have an impact on the services provided by Piper Jaffray to you under the Agreement.

(B) **Disclosures of Information Regarding Legal Events and Disciplinary History.** The Rule requires that all municipal advisors provide to their clients certain disclosures of legal or disciplinary

events material to a client's evaluation of the municipal advisor or the integrity of the municipal advisor's management or advisory personnel. Accordingly, Piper Jaffray sets out below required disclosures and related information in connection with such disclosures.

- I. **Material Legal or Disciplinary Event.** There are no legal or disciplinary events that are material to the Client's evaluation of Piper Jaffray or the integrity of Piper Jaffray's management or advisory personnel disclosed, or that should be disclosed, on any Form MA or Form MA-I filed with the SEC.
- II. **Most Recent Change in Legal or Disciplinary Event Disclosure.** Piper Jaffray has not made any material legal or disciplinary event disclosures on Form MA or any Form MA-I filed with the SEC.

(C) **How to Access Form MA and Form MA-I Filings.** Piper Jaffray's most recent Form MA and each most recent Form MA-I filed with the SEC are available on the SEC's EDGAR system at <http://www.sec.gov/edgar/searchedgar/companysearch.html>. The Form MA and the Form MA-I include information regarding legal events and disciplinary history about municipal advisor firms and their personnel, including information about any criminal actions, regulatory actions, investigations, terminations, judgments, liens, civil judicial actions, customer complaints, arbitrations and civil litigation. The SEC permits certain items of information required on Form MA or MA-I to be provided by reference to such required information already filed by Piper Jaffray in its capacity as a broker-dealer on Form BD or Form U4 or as an investment adviser on Form ADV, as applicable. Information provided by Piper Jaffray on Form BD or Form U4 is publicly accessible through reports generated by BrokerCheck at <http://brokercheck.finra.org>, and Piper Jaffray's most recent Form ADV is publicly accessible at the Investment Adviser Public Disclosure website at <http://www.adviserinfo.sec.gov>. For purposes of accessing such BrokerCheck reports or Form ADV, Piper Jaffray's CRD number is 665.

(D) **Future Supplemental Disclosures.** As required by the Rule, this Section 5 may be supplemented or amended, from time to time as needed, to reflect changed circumstances resulting in new conflicts of interest or changes in the conflicts of interest described above, or to provide updated information with regard to any legal or disciplinary events of Piper Jaffray. Piper Jaffray will provide you with any such supplement or amendment as it becomes available throughout the term of the Agreement.

# City of Moberly City Council Agenda Summary

Agenda Number: \_\_\_\_\_ WS #7.  
 Department: Community Development  
 Date: October 5, 2020

**Agenda Item:** A Resolution Accepting A Quit Claim Deed From Ryan Holliger For Real Estate Located At 12 Windsor Place.

**Summary:** A quit claim deed for 12 Windsor Pl. with Ryan Holliger giving the property to the City of Moberly the structure is condemned and signed up for CDBG Grant program. Attached is the quit claim deed.

Staff recommends approval of this.

**Recommended Action:** Direct staff to bring forward to the October 19, 2020 regular City Council meeting for final approval.

**Fund Name:** N/A

**Account Number:** N/A

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

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

## QUIT-CLAIM DEED

**THIS INDENTURE**, made on the 2 day of October, 2020 by and between

**RYAN HOLLIGER, a single person, GRANTOR**  
party of the first part and

**CITY OF MOBERLY, MISSOURI, A Municipal Corporation, GRANTEE**  
101 West Reed Street, Moberly, Missouri 65270  
County of Randolph, State of Missouri, party of the second part

**WITNESSETH**, that the said party or parties of the first part, for and in consideration of the sum of **ONE DOLLAR AND OTHER GOOD AND VALUABLE CONSIDERATIONS**, paid by the said party or parties of the second part, the receipt of which is hereby acknowledged, do or does by these presents, **GRANT, BARGAIN AND SELL, CONVEY AND CONFIRM** unto the said party or parties of the second part, the following described Real Estate situated in the County of Randolph, and State of Missouri.

*The North 25 feet of the following described real estate: Begin at the Northwest corner of the North 52 feet of the South 204 ½ feet of Lot Eleven (11) Perry's Addition to Moberly, Missouri, thence East 80 feet, thence South 50 feet, thence West 80 feet, thence North 50 feet to point of beginning, being a part of Lot Eleven (11) Perry's Addition to Moberly, Missouri. All of the South 52 feet of the North 208 feet of Lot Eleven (11) Perry's Addition to the City of Moberly, Missouri. Begin at a point 208 feet South of the Northeast corner of Lot Eleven (11) Perry's Addition to Moberly, Missouri and run North 84 degrees East 65 feet, thence North 104 feet, thence South 84 degrees West 65 feet, thence South 104 feet to beginning and adjoining said Lot Eleven (11) Perry's Addition to Moberly, Missouri or more commonly known as 12 Windsor Place, Moberly, Missouri..*

**TO HAVE AND TO HOLD THE SAME**, with all the rights, immunities, privileges and appurtenances thereto belonging, unto the said party of the second part unto its heirs and assigns forever,

so that neither the said party of the first part nor his heirs nor any other person or persons, for him or in his name or behalf, shall or will hereinafter claim or demand any right or title to the title to the aforesaid premises or any part thereof, but they and each of them shall, by these presents, be excluded and forever barred.

**IN WITNESS WHEREOF**, the said party of the first part has hereunto set his hands and seal the day and year above written.

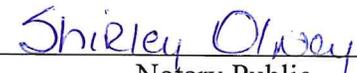
**RYAN HOLLIGER, GRANTOR**

  
\_\_\_\_\_  
**Ryan Holliger**

STATE OF MISSOURI )  
 ) SS.  
COUNTY OF RANDOLPH )

On this 2 day of October, 2020, before me, the undersigned, a notary in the said County, personally appeared **Ryan Holliger**, personally known to me who declared himself to be a single person and declared that said instrument was signed by him, and acknowledged said instrument to be his free act and deed.

**WITNESS** my hand and Notarial Seal subscribed and affixed in said COUNTY AND STATE above written.

  
\_\_\_\_\_  
Notary Public

My Commission Expires: Jan 29, 2024

