

**NOTICE OF OPEN MEETING & VOTE TO
CLOSE PART OF THE MEETING
A G E N D A
COUNCIL MEETING
City of Moberly
City Council Room – Moberly City Hall
101 West Reed Street
July 06, 2020
6:00 PM**

Posted:

Pledge of Allegiance

Roll Call

Approval of Agenda

Recognition of Visitors

Communications, Requests, Informational Items & Consent Calendar

Public Hearing and Receipt of Bids

1. Receipt of bids for the airport runway project.

Ordinances & Resolutions

2. An Ordinance Accepting The Bid Of And Authorizing The City Manager To Enter Into A Construction Agreement With Emery Sapp & Sons, Inc., For The Runway Reconstruction At Omar N. Bradley Airport.
3. A Resolution Authorizing And Accepting Change Order Number 2 To The Contract With Willis Bros. Inc., For The Harrison And Garfield Project.
4. A Resolution Approving Grant Funding To Area Civic And Charitable Organizations And Authorizing The City Manager To Execute Annual Service Agreements With Area Civic And Charitable Organizations
5. A Resolution Authorizing Use of Jacobs Engineering Group, Inc., As A Professional Consultant To Provide Engineering Services For Water And Sewer Projects.
6. A Resolution Authorizing The City Manager To Enter Into An Agreement With Jacobs Engineering Group, Inc., For Professional Services.
7. A Resolution Authorizing The Mayor Of Moberly Missouri To Execute A Termination Agreement And Real Estate Purchase Agreement With Horizon Housing Foundation.
8. A Resolution Accepting The Bid Of Sapp Construction Inc., And Authorizing Contracting With Sapp Construction Inc., For Excavation And Construction Of The Kiwanis Park Detention Pond.
9. A Resolution Accepting A Quit Claim Deed From Christopher L. Hayes.
10. A Resolution appropriating money out of the Treasury of the City of Moberly, Missouri.

Official Reports

Anything Else to Come Before the Council

11. Consideration for approval of Renewal Liquor Applications.
12. Consideration of a Motion to adjourn to a Work Session followed by a Closed Session to discuss the status of pending legal issues, personnel, and negotiated contract. (Closed Statutes 610.021) (1,3,12)

Adjournment

We invite you to attend virtually by viewing it live on the City of Moberly You Tube Live Channel, Facebook page. A link to the City's Channel can be found on our website's main page at www.cityofmoberly.com. The public is invited to attend the Council meeting. Representatives of the news media may obtain copies of this notice by contacting the City Clerk. If a special accommodation is needed as addressed by the Americans with Disabilities Act, please contact the City Clerk twenty-four (24) hours in advance of the meeting.

City of Moberly City Council Agenda Summary

Agenda Number: _____ #1.

Department: Public Works

Date: July 6, 2020

Agenda Item: Receipt of bids for the airport runway project.

Summary: We advertised for bids and they were opened Tuesday, June 9, 2020 at 11:00 am. Attached is the bid tab.

Staff recommends approval of this.

Recommended

Action: Accept this bid.

Fund Name: Airport Fund-Contractual Services

Account Number: 120.000.5408

Available Budget \$: 156,007.04-

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



TABULATION OF BIDS

OMAR N. BRADLEY AIRPORT (MBY)
MOBERLY, MISSOURI

BASE BID

Reconstruct Runway 13-31 (5,000' x 75') and Connecting Taxiways
Construct Parallel Taxiway Extension
Install New Medium Intensity Runway Lighting (MIRL) System,
Runway 13-31 4-Box PAPI Systems, Runway 13-31 REIL Systems,
and Lighted Holding Position Signs

MODOT PROJECT NO. 19-034A-1
6/9/2020

Bids Received: 6/9/2020
Lochner Job No.: 000012366

Bids Tabulated By: IJW
Date: 6/9/2020

Bids Checked By: RMD
Date: 6/9/2020

\\KAC\PRJ\000012366\TOI_RW 13-31\PROJECT FILES\ESTIMATE & BUDGET\MBY-Master PayItems.xlsm\BID TAB

Item No.	Item Description	Quantity	Unit	Engineer's Estimate		Emery Sapp & Sons, Inc. 2301 I-70 Drive NW Columbia, MO 65202		Ideker, Inc. 4614 South 40th Street St. Joseph, MO 64503		Phillips Hardy, Inc. 2601 Bernadette Place Columbia, MO 65203	
				Unit Price	Total Price	Unit Price	Total Price	Unit Price	Total Price	Unit Price	Total Price
1	Contractor Quality Control Program (CQCP)	1	L.S.	\$ 100,000.00	\$ 100,000.00	\$ 48,500.00	\$ 48,500.00	\$ 52,500.00	\$ 52,500.00	\$ 70,000.00	\$ 70,000.00
2	Erosion Control Barrier (Silt Fence)	1,020	L.F.	\$ 3.00	\$ 3,060.00	\$ 2.85	\$ 2,907.00	\$ 3.00	\$ 3,060.00	\$ 2.49	\$ 2,539.80
3	Erosion Control Barrier (Straw Wattle)	1,410	L.F.	\$ 8.00	\$ 11,280.00	\$ 3.80	\$ 5,358.00	\$ 3.00	\$ 4,230.00	\$ 3.30	\$ 4,653.00
4	Mobilization (NTE 10% of Total Bid Amount)	1	L.S.	\$ 552,341.00	\$ 552,341.00	\$ 308,000.45	\$ 308,000.45	\$ 550,000.00	\$ 550,000.00	\$ 410,000.00	\$ 410,000.00
5	Temporary Marking, Traffic Control, Lighting, and Barricades (PHASE 1)	1	L.S.	\$ 25,000.00	\$ 25,000.00	\$ 60,700.00	\$ 60,700.00	\$ 160,000.00	\$ 160,000.00	\$ 75,000.00	\$ 75,000.00
6	Temporary Marking, Traffic Control, Lighting, and Barricades (PHASES 2-3)	1	L.S.	\$ 45,000.00	\$ 45,000.00	\$ 16,000.00	\$ 16,000.00	\$ 160,000.00	\$ 160,000.00	\$ 38,000.00	\$ 38,000.00
7	Saw Cut	472	L.F.	\$ 5.00	\$ 2,360.00	\$ 4.50	\$ 2,124.00	\$ 5.00	\$ 2,360.00	\$ 5.00	\$ 2,360.00
8	Remove Existing Concrete Pavement and Aggregate Base	5,565	S.Y.	\$ 5.00	\$ 27,825.00	\$ 5.50	\$ 30,607.50	\$ 9.00	\$ 50,085.00	\$ 8.55	\$ 47,580.75
9	Remove Existing Asphalt Pavement and Aggregate Base	59,386	S.Y.	\$ 4.00	\$ 237,544.00	\$ 2.30	\$ 136,587.80	\$ 4.25	\$ 252,390.50	\$ 4.80	\$ 285,052.80
10	Remove Existing Drainage Pipes	345	L.F.	\$ 20.00	\$ 6,900.00	\$ 20.50	\$ 7,072.50	\$ 15.00	\$ 5,175.00	\$ 32.00	\$ 11,040.00
11	Remove Existing Underdrain System	1	L.S.	\$ 15,000.00	\$ 15,000.00	\$ 30,000.00	\$ 30,000.00	\$ 31,310.00	\$ 31,310.00	\$ 53,500.00	\$ 53,500.00
12	Remove Existing Lighting System, Signs, and NAVAIDS	1	L.S.	\$ 7,000.00	\$ 7,000.00	\$ 3,400.00	\$ 3,400.00	\$ 3,000.00	\$ 3,000.00	\$ 19,000.00	\$ 19,000.00
13	Embankment In Place	62,868	C.Y.	\$ 6.50	\$ 408,642.00	\$ 5.90	\$ 370,921.20	\$ 5.50	\$ 345,774.00	\$ 4.60	\$ 289,192.80
14	Unsuitable Subgrade Removal and Replacement	5,000	C.Y.	\$ 10.00	\$ 50,000.00	\$ 10.25	\$ 51,250.00	\$ 12.50	\$ 62,500.00	\$ 10.00	\$ 50,000.00
15	Treated Subgrade (12")	54,445	S.Y.	\$ 6.00	\$ 326,670.00	\$ 7.15	\$ 389,281.75	\$ 7.00	\$ 381,115.00	\$ 5.90	\$ 321,225.50
16	Aggregate Base Course (6")	54,445	S.Y.	\$ 8.50	\$ 462,782.50	\$ 9.15	\$ 498,171.75	\$ 6.00	\$ 326,670.00	\$ 14.25	\$ 775,841.25
17	P.C.C. Pavement (7")	47,885	S.Y.	\$ 50.00	\$ 2,394,250.00	\$ 45.90	\$ 2,197,921.50	\$ 47.50	\$ 2,274,537.50	\$ 56.00	\$ 2,681,560.00
18	P.C.C. Pavement (6")	2,793	S.Y.	\$ 45.00	\$ 125,685.00	\$ 64.00	\$ 178,752.00	\$ 57.50	\$ 160,597.50	\$ 63.50	\$ 177,355.50
19	Surface Preparation, Pavement Marking Removal	1,084	S.F.	\$ 5.00	\$ 5,420.00	\$ 3.75	\$ 4,065.00	\$ 8.00	\$ 8,672.00	\$ 3.25	\$ 3,523.00
20	Permanent ReflectORIZED Pavement Marking (White) (Solid)	14,672	S.F.	\$ 2.00	\$ 29,344.00	\$ 2.05	\$ 30,077.60	\$ 2.00	\$ 29,344.00	\$ 1.80	\$ 26,409.60
21	Permanent ReflectORIZED Pavement Marking (White) (Striated)	5,814	S.F.	\$ 2.00	\$ 11,628.00	\$ 3.05	\$ 17,732.70	\$ 2.00	\$ 11,628.00	\$ 2.65	\$ 15,407.10
22	Permanent ReflectORIZED Pavement Marking (Yellow)	2,289	S.F.	\$ 2.00	\$ 4,578.00	\$ 3.65	\$ 8,354.85	\$ 2.00	\$ 4,578.00	\$ 3.20	\$ 7,324.80
23	Permanent Non-ReflectORIZED Pavement Marking (Black)	9,905	S.F.	\$ 2.00	\$ 19,810.00	\$ 1.40	\$ 13,867.00	\$ 1.50	\$ 14,857.50	\$ 1.20	\$ 11,886.00
24	Temporary Non-ReflectORIZED Pavement Marking (White) (Solid)	14,672	S.F.	\$ 1.50	\$ 22,008.00	\$ 0.75	\$ 11,004.00	\$ 1.50	\$ 22,008.00	\$ 0.65	\$ 9,536.80
25	Temporary Non-ReflectORIZED Pavement Marking (White) (Striated)	5,814	S.F.	\$ 1.50	\$ 8,721.00	\$ 1.20	\$ 6,976.80	\$ 1.50	\$ 8,721.00	\$ 1.05	\$ 6,104.70
26	Temporary Non-ReflectORIZED Pavement Marking (Yellow)	2,289	S.F.	\$ 1.50	\$ 3,433.50	\$ 1.85	\$ 4,234.65	\$ 1.50	\$ 3,433.50	\$ 1.60	\$ 3,662.40
27	Saw-Cut Grooving	30,556	S.Y.	\$ 2.00	\$ 61,112.00	\$ 2.50	\$ 76,390.00	\$ 2.20	\$ 67,223.20	\$ 2.20	\$ 67,223.20
28	15" Drainage Pipe	115	L.F.	\$ 60.00	\$ 6,900.00	\$ 37.00	\$ 4,255.00	\$ 65.00	\$ 7,475.00	\$ 85.00	\$ 9,775.00

Item No.	Item Description	Quantity	Unit	Engineer's Estimate		Emery Sapp & Sons, Inc. 2301 I-70 Drive NW Columbia, MO 65202		Ideker, Inc. 4614 South 40th Street St. Joseph, MO 64503		Phillips Hardy, Inc. 2601 Bernadette Place Columbia, MO 65203	
				Unit Price	Total Price	Unit Price	Total Price	Unit Price	Total Price	Unit Price	Total Price
29	18" Drainage Pipe	132	L.F.	\$ 75.00	\$ 9,900.00	\$ 43.00	\$ 5,676.00	\$ 72.00	\$ 9,504.00	\$ 81.50	\$ 10,758.00
30	24" Drainage Pipe	867	L.F.	\$ 100.00	\$ 86,700.00	\$ 54.00	\$ 46,818.00	\$ 72.00	\$ 62,424.00	\$ 92.00	\$ 79,764.00
31	15" RCP End Section	2	Ea.	\$ 700.00	\$ 1,400.00	\$ 1,178.00	\$ 2,356.00	\$ 1,200.00	\$ 2,400.00	\$ 1,700.00	\$ 3,400.00
32	18" RCP End Section	2	Ea.	\$ 850.00	\$ 1,700.00	\$ 1,300.00	\$ 2,600.00	\$ 1,250.00	\$ 2,500.00	\$ 1,750.00	\$ 3,500.00
33	24" RCP End Section	8	Ea.	\$ 1,000.00	\$ 8,000.00	\$ 1,600.00	\$ 12,800.00	\$ 1,450.00	\$ 11,600.00	\$ 1,770.00	\$ 14,160.00
34	Perforated Underdrain (4")	11,858	L.F.	\$ 15.00	\$ 177,870.00	\$ 14.00	\$ 166,012.00	\$ 12.20	\$ 144,667.60	\$ 12.20	\$ 144,667.60
35	Non-Perforated Outlet Pipe (4")	720	L.F.	\$ 12.00	\$ 8,640.00	\$ 10.30	\$ 7,416.00	\$ 9.00	\$ 6,480.00	\$ 9.00	\$ 6,480.00
36	Non-Perforated Outlet Pipe (4") (Sch. 80)	405	L.F.	\$ 20.00	\$ 8,100.00	\$ 15.00	\$ 6,075.00	\$ 13.00	\$ 5,265.00	\$ 13.00	\$ 5,265.00
37	Underdrain Cleanout Riser	38	Ea.	\$ 900.00	\$ 34,200.00	\$ 1,120.00	\$ 42,560.00	\$ 975.00	\$ 37,050.00	\$ 975.00	\$ 37,050.00
38	Splash Pad	13	Ea.	\$ 850.00	\$ 11,050.00	\$ 940.00	\$ 12,220.00	\$ 820.00	\$ 10,660.00	\$ 820.00	\$ 10,660.00
39	Erosion Control Blanket, Type 2C	32,218	S.Y.	\$ 2.00	\$ 64,436.00	\$ 1.50	\$ 48,327.00	\$ 2.00	\$ 64,436.00	\$ 1.35	\$ 43,494.30
40	Permanent Transition Mat	384	S.F.	\$ 20.00	\$ 7,680.00	\$ 19.00	\$ 7,296.00	\$ 12.50	\$ 4,800.00	\$ 15.00	\$ 5,760.00
41	Permanent Seeding	28.7	Ac.	\$ 1,500.00	\$ 43,050.00	\$ 800.00	\$ 22,960.00	\$ 750.00	\$ 21,525.00	\$ 700.00	\$ 20,090.00
42	Temporary Seeding	28.7	Ac.	\$ 500.00	\$ 14,350.00	\$ 340.00	\$ 9,758.00	\$ 750.00	\$ 21,525.00	\$ 300.00	\$ 8,610.00
43	Placement of Topsoil (Obtained on Site)	1	L.S.	\$ 30,000.00	\$ 30,000.00	\$ 110,000.00	\$ 110,000.00	\$ 26,488.00	\$ 26,488.00	\$ 41,000.00	\$ 41,000.00
44	Hydro-Mulch	27.1	Ac.	\$ 1,500.00	\$ 40,650.00	\$ 1,300.00	\$ 35,230.00	\$ 750.00	\$ 20,325.00	\$ 1,105.00	\$ 29,945.50
45	Trenching for Direct Buried Cable	2,000	L.F.	\$ 2.50	\$ 5,000.00	\$ 3.45	\$ 6,900.00	\$ 3.00	\$ 6,000.00	\$ 4.25	\$ 8,500.00
46	Direct Buried Underground Cable (1/c, #8 AWG, 5 kV, L-824C)	4,000	L.F.	\$ 2.00	\$ 8,000.00	\$ 1.15	\$ 4,600.00	\$ 1.00	\$ 4,000.00	\$ 1.30	\$ 5,200.00
47	Install Cable in Duct (1/c, #8 AWG, 5 kV, L-824C)	18,500	L.F.	\$ 2.00	\$ 37,000.00	\$ 1.30	\$ 24,050.00	\$ 1.15	\$ 21,275.00	\$ 1.30	\$ 24,050.00
48	Install Cable in Duct (1/c, #8 AWG, 600V, L-824C)	5,000	L.F.	\$ 2.00	\$ 10,000.00	\$ 1.15	\$ 5,750.00	\$ 1.00	\$ 5,000.00	\$ 1.20	\$ 6,000.00
49	Install Cable in Duct (1/c, #8 AWG, 600V, L-824C Ground)	2,500	L.F.	\$ 2.00	\$ 5,000.00	\$ 1.15	\$ 2,875.00	\$ 1.00	\$ 2,500.00	\$ 1.20	\$ 3,000.00
50	Install Cable in Duct (1/c, #4 AWG, 600V, L-824C)	9,200	L.F.	\$ 2.00	\$ 18,400.00	\$ 4.60	\$ 42,320.00	\$ 4.00	\$ 36,800.00	\$ 1.75	\$ 16,100.00
51	Install Cable in Duct (1/c, #4 AWG, 600V, L-824C Ground)	4,600	L.F.	\$ 2.00	\$ 9,200.00	\$ 4.60	\$ 21,160.00	\$ 4.00	\$ 18,400.00	\$ 1.75	\$ 8,050.00
52	Bare Counterpoise Wire (#6 AWG)	16,200	L.F.	\$ 1.50	\$ 24,300.00	\$ 1.70	\$ 27,540.00	\$ 1.50	\$ 24,300.00	\$ 1.10	\$ 17,820.00
53	Furnish and Install 7.5 kW Constant Current Regulator	1	Ea.	\$ 10,000.00	\$ 10,000.00	\$ 12,000.00	\$ 12,000.00	\$ 10,500.00	\$ 10,500.00	\$ 9,805.00	\$ 9,805.00
54	Controls and Vault Modifications	1	L.S.	\$ 15,000.00	\$ 15,000.00	\$ 30,000.00	\$ 30,000.00	\$ 25,000.00	\$ 25,000.00	\$ 17,380.00	\$ 17,380.00
55	1" Electrical Duct and Trench	17,000	L.F.	\$ 3.00	\$ 51,000.00	\$ 3.50	\$ 59,500.00	\$ 3.00	\$ 51,000.00	\$ 4.50	\$ 76,500.00
56	1-2" PVC, Schedule 40, Concrete Encased Electrical Duct	212	L.F.	\$ 40.00	\$ 8,480.00	\$ 11.50	\$ 2,438.00	\$ 10.00	\$ 2,120.00	\$ 65.00	\$ 13,780.00
57	2-2" PVC, Schedule 40, Concrete Encased Electrical Duct	250	L.F.	\$ 40.00	\$ 10,000.00	\$ 28.70	\$ 7,175.00	\$ 25.00	\$ 6,250.00	\$ 70.00	\$ 17,500.00
58	2-4" PVC, Schedule 40, Concrete Encased Electrical Duct	170	L.F.	\$ 50.00	\$ 8,500.00	\$ 34.50	\$ 5,865.00	\$ 30.00	\$ 5,100.00	\$ 75.00	\$ 12,750.00
59	L-867 Junction Box	20	Ea.	\$ 500.00	\$ 10,000.00	\$ 1,150.00	\$ 23,000.00	\$ 1,000.00	\$ 20,000.00	\$ 1,025.00	\$ 20,500.00
60	Retroreflective Markers	16	Ea.	\$ 150.00	\$ 2,400.00	\$ 144.00	\$ 2,304.00	\$ 125.00	\$ 2,000.00	\$ 155.00	\$ 2,480.00
61	M.I.R.L. (LED), Semiflush Base Mounted (Yellow/Clear Lens) with Arctic Option	2	Ea.	\$ 3,000.00	\$ 6,000.00	\$ 2,300.00	\$ 4,600.00	\$ 2,000.00	\$ 4,000.00	\$ 1,825.00	\$ 3,650.00
62	M.I.R.L. (LED), Base Mounted (Red/Green Lens) with Arctic Option (Revised per Addendum No. 1)	16	Ea.	\$ 1,050.00	\$ 16,800.00	\$ 1,160.00	\$ 18,560.00	\$ 1,100.00	\$ 17,600.00	\$ 1,395.00	\$ 22,320.00
63	M.I.R.L. (LED), Base Mounted (Yellow/Clear Lens) with Arctic Option (Revised per Addendum No. 1)	38	Ea.	\$ 950.00	\$ 36,100.00	\$ 1,130.00	\$ 42,940.00	\$ 985.00	\$ 37,430.00	\$ 1,385.00	\$ 52,630.00
64	M.I.R.L. (LED), Base Mounted (Clear/Clear Lens) with Arctic Option (Revised per Addendum No. 1)	10	Ea.	\$ 950.00	\$ 9,500.00	\$ 1,090.00	\$ 10,900.00	\$ 950.00	\$ 9,500.00	\$ 1,365.00	\$ 13,650.00

Item No.	Item Description	Quantity	Unit	Engineer's Estimate		Emery Sapp & Sons, Inc. 2301 I-70 Drive NW Columbia, MO 65202		Ideker, Inc. 4614 South 40th Street St. Joseph, MO 64503		Phillips Hardy, Inc. 2601 Bernadette Place Columbia, MO 65203	
				Unit Price	Total Price	Unit Price	Total Price	Unit Price	Total Price	Unit Price	Total Price
65	M.I.T.L. (LED), Base Mounted (Blue Lens) with Arctic Option (Revised per Addendum No. 1)	22	Ea.	\$ 900.00	\$ 19,800.00	\$ 1,027.00	\$ 22,594.00	\$ 895.00	\$ 19,690.00	\$ 1,235.00	\$ 27,170.00
66	M.I.R.L. (LED), Base Mounted (Yellow/Clear Lens) (Revised per Addendum No. 1)	4	Ea.	\$ 950.00	\$ 3,800.00	\$ 1,027.00	\$ 4,108.00	\$ 895.00	\$ 3,580.00	\$ 1,305.00	\$ 5,220.00
67	M.I.T.L. (LED), Stake Mounted (Blue Lens) (Revised per Addendum No. 1)	31	Ea.	\$ 650.00	\$ 20,150.00	\$ 1,027.00	\$ 31,837.00	\$ 895.00	\$ 27,745.00	\$ 430.00	\$ 13,330.00
68	New 1 Module (LED) Lighted L-858R Sign (Size 1, Style 2) and Foundation	2	Ea.	\$ 4,500.00	\$ 9,000.00	\$ 3,675.00	\$ 7,350.00	\$ 3,200.00	\$ 6,400.00	\$ 3,015.00	\$ 6,030.00
69	New 2 Module (LED) Lighted L-858Y Sign (Size 1, Style 2) and Foundation	1	Ea.	\$ 6,000.00	\$ 6,000.00	\$ 4,705.00	\$ 4,705.00	\$ 4,100.00	\$ 4,100.00	\$ 3,335.00	\$ 3,335.00
70	New 2 Module (LED) Lighted L-858R Sign (Size 1, Style 2) and Foundation	4	Ea.	\$ 7,000.00	\$ 28,000.00	\$ 4,705.00	\$ 18,820.00	\$ 4,100.00	\$ 16,400.00	\$ 3,335.00	\$ 13,340.00
71	New 4 Module (LED) Lighted L-858Y Sign (Size 1, Style 2) and Foundation	1	Ea.	\$ 8,000.00	\$ 8,000.00	\$ 6,311.00	\$ 6,311.00	\$ 5,500.00	\$ 5,500.00	\$ 4,115.00	\$ 4,115.00
72	Install L-880(L) 4-Box PAPI System (Owner Furnished)	2	Ea.	\$ 10,000.00	\$ 20,000.00	\$ 14,500.00	\$ 29,000.00	\$ 12,500.00	\$ 25,000.00	\$ 6,450.00	\$ 12,900.00
73	Furnish and Install L-849(L) REIL System	2	Ea.	\$ 18,000.00	\$ 36,000.00	\$ 13,700.00	\$ 27,400.00	\$ 12,000.00	\$ 24,000.00	\$ 12,010.00	\$ 24,020.00
74	Furnish M.I.R.L. (LED), (Red/Green Lens) With Arctic Option for Base Mounted Connection (Fixture, Transformer, and Cover Plate) (Added per Addendum No. 1)	2	Ea.	\$ 1,050.00	\$ 2,100.00	\$ 545.00	\$ 1,090.00	\$ 475.00	\$ 950.00	\$ 460.00	\$ 920.00
75	Furnish M.I.R.L. (LED), (Yellow/Clear Lens) With Arctic Option for Base Mounted Connection (Fixture, Transformer, and Cover Plate) (Added per Addendum No. 1)	4	Ea.	\$ 950.00	\$ 3,800.00	\$ 520.00	\$ 2,080.00	\$ 455.00	\$ 1,820.00	\$ 450.00	\$ 1,800.00
76	Furnish M.I.R.L. (LED), (Clear/Clear Lens) With Arctic Option for Base Mounted Connection (Fixture, Transformer, and Cover Plate) (Added per Addendum No. 1)	1	Ea.	\$ 950.00	\$ 950.00	\$ 516.00	\$ 516.00	\$ 450.00	\$ 450.00	\$ 450.00	\$ 450.00
77	Furnish M.I.T.L. (LED), (Blue Lens) With Arctic Option for Base Mounted Connection (Fixture, Transformer, and Cover Plate) (Added per Addendum No. 1)	2	Ea.	\$ 900.00	\$ 1,800.00	\$ 345.00	\$ 690.00	\$ 300.00	\$ 600.00	\$ 280.00	\$ 560.00
78	Furnish M.I.R.L. (LED), (Yellow/Clear Lens) For Base Mounted Connection (Fixture, Transformer, and Cover Plate) (Added per Addendum No. 1)	1	Ea.	\$ 950.00	\$ 950.00	\$ 418.00	\$ 418.00	\$ 365.00	\$ 365.00	\$ 360.00	\$ 360.00
79	Furnish M.I.T.L. (LED), (Blue Lens) For Stake Mounted Connection (Fixture and Transformer) (Added per Addendum No. 1)	3	Ea.	\$ 650.00	\$ 1,950.00	\$ 230.00	\$ 690.00	\$ 200.00	\$ 600.00	\$ 185.00	\$ 555.00
BASE BID TOTAL					\$ 5,985,000.00		\$ 5,564,703.05		\$ 5,900,869.30		\$ 6,405,128.40

Item No.	Item Description	Quantity	Unit	Lehman Construction, LLC. 900 Russellville Road California, MO 65018		Capital Paving & Construction, LLC P.O. Box 104960 Jefferson City, MO 65109	
				Unit Price	Total Price	Unit Price	Total Price
1	Contractor Quality Control Program (CQCP)	1	L.S.	\$ 6,500.00	\$ 6,500.00	\$ 103,000.00	\$ 103,000.00
2	Erosion Control Barrier (Silt Fence)	1,020	L.F.	\$ 3.00	\$ 3,060.00	\$ 4.00	\$ 4,080.00
3	Erosion Control Barrier (Straw Wattle)	1,410	L.F.	\$ 3.00	\$ 4,230.00	\$ 1.00	\$ 1,410.00
4	Mobilization (NTE 10% of Total Bid Amount)	1	L.S.	\$ 302,000.00	\$ 302,000.00	\$ 670,000.00	\$ 670,000.00
5	Temporary Marking, Traffic Control, Lighting, and Barricades (PHASE 1)	1	L.S.	\$ 20,000.00	\$ 20,000.00	\$ 60,000.00	\$ 60,000.00
6	Temporary Marking, Traffic Control, Lighting, and Barricades (PHASES 2-3)	1	L.S.	\$ 80,000.00	\$ 80,000.00	\$ 20,000.00	\$ 20,000.00
7	Saw Cut	472	L.F.	\$ 5.00	\$ 2,360.00	\$ 13.00	\$ 6,136.00
8	Remove Existing Concrete Pavement and Aggregate Base	5,565	S.Y.	\$ 9.00	\$ 50,085.00	\$ 7.00	\$ 38,955.00
9	Remove Existing Asphalt Pavement and Aggregate Base	59,386	S.Y.	\$ 7.00	\$ 415,702.00	\$ 6.00	\$ 356,316.00
10	Remove Existing Drainage Pipes	345	L.F.	\$ 24.00	\$ 8,280.00	\$ 27.00	\$ 9,315.00
11	Remove Existing Underdrain System	1	L.S.	\$ 35,000.00	\$ 35,000.00	\$ 70,000.00	\$ 70,000.00
12	Remove Existing Lighting System, Signs, and NAVAIDS	1	L.S.	\$ 3,000.00	\$ 3,000.00	\$ 21,000.00	\$ 21,000.00
13	Embankment In Place	62,868	C.Y.	\$ 5.00	\$ 314,340.00	\$ 4.50	\$ 282,906.00
14	Unsuitable Subgrade Removal and Replacement	5,000	C.Y.	\$ 12.00	\$ 60,000.00	\$ 15.00	\$ 75,000.00
15	Treated Subgrade (12")	54,445	S.Y.	\$ 7.00	\$ 381,115.00	\$ 10.00	\$ 544,450.00
16	Aggregate Base Course (6")	54,445	S.Y.	\$ 12.00	\$ 653,340.00	\$ 17.00	\$ 925,565.00
17	P.C.C. Pavement (7")	47,885	S.Y.	\$ 68.00	\$ 3,256,180.00	\$ 56.00	\$ 2,681,560.00
18	P.C.C. Pavement (6")	2,793	S.Y.	\$ 75.00	\$ 209,475.00	\$ 60.00	\$ 167,580.00
19	Surface Preparation, Pavement Marking Removal	1,084	S.F.	\$ 4.00	\$ 4,336.00	\$ 3.25	\$ 3,523.00
20	Permanent Reflectorized Pavement Marking (White) (Solid)	14,672	S.F.	\$ 2.50	\$ 36,680.00	\$ 1.80	\$ 26,409.60
21	Permanent Reflectorized Pavement Marking (White) (Striated)	5,814	S.F.	\$ 2.50	\$ 14,535.00	\$ 2.65	\$ 15,407.10
22	Permanent Reflectorized Pavement Marking (Yellow)	2,289	S.F.	\$ 2.50	\$ 5,722.50	\$ 3.20	\$ 7,324.80
23	Permanent Non-Reflectorized Pavement Marking (Black)	9,905	S.F.	\$ 2.50	\$ 24,762.50	\$ 1.20	\$ 11,886.00
24	Temporary Non-Reflectorized Pavement Marking (White) (Solid)	14,672	S.F.	\$ 2.50	\$ 36,680.00	\$ 0.65	\$ 9,536.80
25	Temporary Non-Reflectorized Pavement Marking (White) (Striated)	5,814	S.F.	\$ 2.50	\$ 14,535.00	\$ 1.05	\$ 6,104.70
26	Temporary Non-Reflectorized Pavement Marking (Yellow)	2,289	S.F.	\$ 2.50	\$ 5,722.50	\$ 1.60	\$ 3,662.40
27	Saw-Cut Grooving	30,556	S.Y.	\$ 2.75	\$ 84,029.00	\$ 2.50	\$ 76,390.00
28	15" Drainage Pipe	115	L.F.	\$ 60.00	\$ 6,900.00	\$ 71.00	\$ 8,165.00
29	18" Drainage Pipe	132	L.F.	\$ 62.00	\$ 8,184.00	\$ 72.00	\$ 9,504.00
30	24" Drainage Pipe	867	L.F.	\$ 65.00	\$ 56,355.00	\$ 88.00	\$ 76,296.00
31	15" RCP End Section	2	Ea.	\$ 975.00	\$ 1,950.00	\$ 1,300.00	\$ 2,600.00
32	18" RCP End Section	2	Ea.	\$ 1,050.00	\$ 2,100.00	\$ 1,400.00	\$ 2,800.00
33	24" RCP End Section	8	Ea.	\$ 1,350.00	\$ 10,800.00	\$ 1,500.00	\$ 12,000.00
34	Perforated Underdrain (4")	11,858	L.F.	\$ 14.00	\$ 166,012.00	\$ 15.60	\$ 184,984.80
35	Non-Perforated Outlet Pipe (4")	720	L.F.	\$ 12.50	\$ 9,000.00	\$ 14.00	\$ 10,080.00
36	Non-Perforated Outlet Pipe (4") (Sch. 80)	405	L.F.	\$ 32.00	\$ 12,960.00	\$ 19.80	\$ 8,019.00
37	Underdrain Cleanout Riser	38	Ea.	\$ 970.00	\$ 36,860.00	\$ 1,280.00	\$ 48,640.00
38	Splash Pad	13	Ea.	\$ 1,000.00	\$ 13,000.00	\$ 940.00	\$ 12,220.00

Item No.	Item Description	Quantity	Unit	Lehman Construction, LLC. 900 Russellville Road California, MO 65018		Capital Paving & Construction, LLC P.O. Box 104960 Jefferson City, MO 65109	
				Unit Price	Total Price	Unit Price	Total Price
39	Erosion Control Blanket, Type 2C	32,218	S.Y.	\$ 1.95	\$ 62,825.10	\$ 1.85	\$ 59,603.30
40	Permanent Transition Mat	384	S.F.	\$ 12.50	\$ 4,800.00	\$ 20.00	\$ 7,680.00
41	Permanent Seeding	28.7	Ac.	\$ 750.00	\$ 21,525.00	\$ 1,000.00	\$ 28,700.00
42	Temporary Seeding	28.7	Ac.	\$ 750.00	\$ 21,525.00	\$ 200.00	\$ 5,740.00
43	Placement of Topsoil (Obtained on Site)	1	L.S.	\$ 40,000.00	\$ 40,000.00	\$ 100,000.00	\$ 100,000.00
44	Hydro-Mulch	27.1	Ac.	\$ 750.00	\$ 20,325.00	\$ 1,500.00	\$ 40,650.00
45	Trenching for Direct Buried Cable	2,000	L.F.	\$ 3.00	\$ 6,000.00	\$ 4.25	\$ 8,500.00
46	Direct Buried Underground Cable (1/c, #8 AWG, 5 kV, L-824C)	4,000	L.F.	\$ 1.00	\$ 4,000.00	\$ 1.30	\$ 5,200.00
47	Install Cable in Duct (1/c, #8 AWG, 5 kV, L-824C)	18,500	L.F.	\$ 1.15	\$ 21,275.00	\$ 1.30	\$ 24,050.00
48	Install Cable in Duct (1/c, #8 AWG, 600V, L-824C)	5,000	L.F.	\$ 1.00	\$ 5,000.00	\$ 1.20	\$ 6,000.00
49	Install Cable in Duct (1/c, #8 AWG, 600V, L-824C Ground)	2,500	L.F.	\$ 1.00	\$ 2,500.00	\$ 1.20	\$ 3,000.00
50	Install Cable in Duct (1/c, #4 AWG, 600V, L-824C)	9,200	L.F.	\$ 4.00	\$ 36,800.00	\$ 1.75	\$ 16,100.00
51	Install Cable in Duct (1/c, #4 AWG, 600V, L-824C Ground)	4,600	L.F.	\$ 4.00	\$ 18,400.00	\$ 1.75	\$ 8,050.00
52	Bare Counterpoise Wire (#6 AWG)	16,200	L.F.	\$ 1.50	\$ 24,300.00	\$ 1.10	\$ 17,820.00
53	Furnish and Install 7.5 kW Constant Current Regulator	1	Ea.	\$ 10,500.00	\$ 10,500.00	\$ 9,805.00	\$ 9,805.00
54	Controls and Vault Modifications	1	L.S.	\$ 25,000.00	\$ 25,000.00	\$ 17,380.00	\$ 17,380.00
55	1" Electrical Duct and Trench	17,000	L.F.	\$ 3.00	\$ 51,000.00	\$ 4.50	\$ 76,500.00
56	1-2" PVC, Schedule 40, Concrete Encased Electrical Duct	212	L.F.	\$ 10.00	\$ 2,120.00	\$ 65.00	\$ 13,780.00
57	2-2" PVC, Schedule 40, Concrete Encased Electrical Duct	250	L.F.	\$ 25.00	\$ 6,250.00	\$ 70.00	\$ 17,500.00
58	2-4" PVC, Schedule 40, Concrete Encased Electrical Duct	170	L.F.	\$ 30.00	\$ 5,100.00	\$ 75.00	\$ 12,750.00
59	L-867 Junction Box	20	Ea.	\$ 1,000.00	\$ 20,000.00	\$ 1,025.00	\$ 20,500.00
60	Retroreflective Markers	16	Ea.	\$ 125.00	\$ 2,000.00	\$ 155.00	\$ 2,480.00
61	M.I.R.L. (LED), Semiflush Base Mounted (Yellow/Clear Lens) with Arctic Option	2	Ea.	\$ 2,000.00	\$ 4,000.00	\$ 1,825.00	\$ 3,650.00
62	M.I.R.L. (LED), Base Mounted (Red/Green Lens) with Arctic Option (Revised per Addendum No. 1)	16	Ea.	\$ 1,100.00	\$ 17,600.00	\$ 1,395.00	\$ 22,320.00
63	M.I.R.L. (LED), Base Mounted (Yellow/Clear Lens) with Arctic Option (Revised per Addendum No. 1)	38	Ea.	\$ 985.00	\$ 37,430.00	\$ 1,385.00	\$ 52,630.00
64	M.I.R.L. (LED), Base Mounted (Clear/Clear Lens) with Arctic Option (Revised per Addendum No. 1)	10	Ea.	\$ 950.00	\$ 9,500.00	\$ 1,365.00	\$ 13,650.00
65	M.I.T.L. (LED), Base Mounted (Blue Lens) with Arctic Option (Revised per Addendum No. 1)	22	Ea.	\$ 895.00	\$ 19,690.00	\$ 1,235.00	\$ 27,170.00
66	M.I.R.L. (LED), Base Mounted (Yellow/Clear Lens) (Revised per Addendum No. 1)	4	Ea.	\$ 895.00	\$ 3,580.00	\$ 1,305.00	\$ 5,220.00
67	M.I.T.L. (LED), Stake Mounted (Blue Lens) (Revised per Addendum No. 1)	31	Ea.	\$ 895.00	\$ 27,745.00	\$ 430.00	\$ 13,330.00
68	New 1 Module (LED) Lighted L-858R Sign (Size 1, Style 2) and Foundation	2	Ea.	\$ 3,200.00	\$ 6,400.00	\$ 3,015.00	\$ 6,030.00
69	New 2 Module (LED) Lighted L-858Y Sign (Size 1, Style 2) and Foundation	1	Ea.	\$ 4,100.00	\$ 4,100.00	\$ 3,335.00	\$ 3,335.00
70	New 2 Module (LED) Lighted L-858R Sign (Size 1, Style 2) and Foundation	4	Ea.	\$ 4,100.00	\$ 16,400.00	\$ 3,335.00	\$ 13,340.00
71	New 4 Module (LED) Lighted L-858Y Sign (Size 1, Style 2) and Foundation	1	Ea.	\$ 5,500.00	\$ 5,500.00	\$ 4,115.00	\$ 4,115.00

Item No.	Item Description	Quantity	Unit	Lehman Construction, LLC. 900 Russellville Road California, MO 65018		Capital Paving & Construction, LLC P.O. Box 104960 Jefferson City, MO 65109	
				Unit Price	Total Price	Unit Price	Total Price
72	Install L-880(L) 4-Box PAPI System (Owner Furnished)	2	Ea.	\$ 12,500.00	\$ 25,000.00	\$ 6,450.00	\$ 12,900.00
73	Furnish and Install L-849(L) REIL System	2	Ea.	\$ 12,000.00	\$ 24,000.00	\$ 12,010.00	\$ 24,020.00
74	Furnish M.I.R.L. (LED), (Red/Green Lens) With Arctic Option for Base Mounted Connection (Fixture, Transformer, and Cover Plate) (Added per Addendum No. 1)	2	Ea.	\$ 475.00	\$ 950.00	\$ 460.00	\$ 920.00
75	Furnish M.I.R.L. (LED), (Yellow/Clear Lens) With Arctic Option for Base Mounted Connection (Fixture, Transformer, and Cover Plate) (Added per Addendum No. 1)	4	Ea.	\$ 455.00	\$ 1,820.00	\$ 450.00	\$ 1,800.00
76	Furnish M.I.R.L. (LED), (Clear/Clear Lens) With Arctic Option for Base Mounted Connection (Fixture, Transformer, and Cover Plate) (Added per Addendum No. 1)	1	Ea.	\$ 450.00	\$ 450.00	\$ 450.00	\$ 450.00
77	Furnish M.I.T.L. (LED), (Blue Lens) With Arctic Option for Base Mounted Connection (Fixture, Transformer, and Cover Plate) (Added per Addendum No. 1)	2	Ea.	\$ 300.00	\$ 600.00	\$ 280.00	\$ 560.00
78	Furnish M.I.R.L. (LED), (Yellow/Clear Lens) For Base Mounted Connection (Fixture, Transformer, and Cover Plate) (Added per Addendum No. 1)	1	Ea.	\$ 365.00	\$ 365.00	\$ 360.00	\$ 360.00
79	Furnish M.I.T.L. (LED), (Blue Lens) For Stake Mounted Connection (Fixture and Transformer) (Added per Addendum No. 1)	3	Ea.	\$ 200.00	\$ 600.00	\$ 185.00	\$ 555.00
BASE BID TOTAL					\$ 6,972,765.60		\$ 7,280,969.50

City Hall
 660-263-4420

City Manager
 660-269-7662

City Clerk
 660-269-7653

Code Enforcement/
 Building Inspection
 660-269-7638

Community
 Development
 660-269-7644

Finance
 660-269-7637

Fire Non-Emergency
 660-263-0346

Fire Emergency
 911

Parks & Recreation
 660-269-7640

Personnel/
 Purchasing
 660-269-7670

Police Non-Emergency
 660-263-0346

Police Emergency
 911

Public Works
 660-269-7644

Street Maintenance
 660-269-9450

Utility Billing
 660-263-4420

Water/
 Wastewater
 660-269-7646

June 11, 2020

Mr. Kyle LePage
 Senior Construction Inspector - Aviation
 MoDOT Aviation Section
 105 W. Capitol, P.O. Box 270
 Jefferson City, MO 65102

RE: Omar N. Bradley Airport (MBY)
 Reconstruction of Runway 13-31
 MoDOT Project No. 19-034A-1
 Supplemental Agreement No. 1 Record of Negotiations

- a. Per the directions of the MoDOT, the City initiated actions to establish an agreement to address construction services for the respective project.
- b. Supplemental Agreement No. 1 for Construction Services and additional Special Services was submitted by H.W. Lochner, Inc. and received by the City on June 3rd, 2020. The fee proposal was broken down as follows:

<u>Construction Services</u>	
Preliminary	\$ 12,200.00
Construction Observation	\$ 348,450.00
Closeout	<u>\$ 45,000.00</u>
Total	\$ 405,650.00

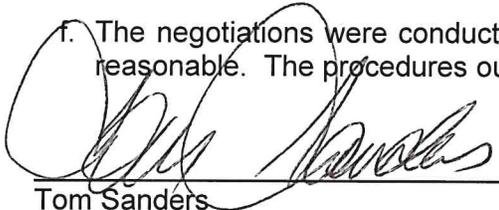
- c. On June 4th, the City hired Mr. Neil Rood to do the Independent Fee Estimate (IFE) and forwarded a draft scope of services for his use.
- d. A detailed cost analysis was completed by Mr. Rood and received by the City of Moberly on June 9th, 2020. The cost analysis was broken down as follows:
 A copy is attached for your use as well.

<u>Construction Services</u>	
Preliminary	\$ 11,546.01
Construction Observation	\$ 439,872.20
Closeout	<u>\$ 20,985.35</u>
Total	\$ 472,403.56

- e. The City of Moberly completed a cost comparison between the fee proposal

submitted by Lochner and the independent fee estimate completed by Mr. Rood. As noted, the fees prepared by Mr. Rood exceed those of Lochner. The fee proposal submitted by Lochner is considered fair and reasonable by the City. A Supplemental Agreement has been prepared for Construction Services between the City of Moberly and Lochner. The respective Supplemental Agreement and sponsor's independent fee estimate are included with this Record of Negotiations and hereby submitted to the MoDOT for concurrence in approval of contract.

1. The negotiations were conducted in good faith to ensure the fees are fair and reasonable. The procedures outlined in AC 150/5100-14 have been followed.



Tom Sanders
City of Moberly

6/11/2020
Date

City Hall
660-263-4420

City Manager
660-269-7662

City Clerk
660-269-7653

Code Enforcement/
Building Inspection
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Fire Emergency
911

Parks & Recreation
660-269-7640

Personnel/
Purchasing
660-269-7670

Police Non-Emergency
660-263-0346

Police Emergency
911

Public Works
660-269-7644

Street Maintenance
660-269-9450

Utility Billing
660-263-4420

Water/
Wastewater
660-269-7646

June 11, 2020

Mr. Kyle LePage
Missouri Department of Transportation
Aviation Section-MO
105 W. Capitol Avenue
Jefferson City, MO 65102

RE: Omar N. Bradley Airport (MBY)
Reconstruct Runway 13-31
Project No. 19-034A-1

Dear Mr. LePage:

As you are aware, on June 9, 2020, we opened bids for the referenced project. *Emery Sapp & Sons, Inc.* was the apparent responsive low bidder with a total bid of \$5,564,703.05. After review of the bid submitted by *Emery Sapp & Sons, Inc.* and the recommendation of our consultant, Lochner, the City has determined them to be responsive and responsible, and the contract price is considered fair and reasonable.

A review of the proposed DBE subcontractors proposed for use on the project was performed, and it has been verified that *R.F.B. Construction Co., Inc.*; *Centrex Electrical Supply Corp.*; and *Harris Hauling & Supplies, LLC* are approved DBEs in the State of Missouri.

Therefore, enclosed for your review and approval are the following documents:

1. Electronic copy of the Tabulation of Bids.
2. Electronic copy of Bid Proposal form submitted by *Emery Sapp & Sons, Inc.*
3. Electronic copy of the executed Buy American Certification completed by *Emery Sapp & Sons, Inc.*
4. Electronic copy of the executed Worker Eligibility Verification Affidavit completed by *Emery Sapp & Sons, Inc.* along with their E-Verify Program Memorandum of Understanding.
5. Electronic copy of the DBE Participation Form submitted by *Emery Sapp & Sons, Inc.* listing *R.F.B. Construction Co., Inc.*; *Centrex Electrical Supply Corp.*; and

Harris Hauling & Supplies, LLC as the proposed DBE subcontractors to be used on the project along with proof of their DBE status.

- 6. Electronic copy of Sponsor Certifications for:
 - Project Plans and Specifications
 - Certification and Disclosure Regarding Potential Conflicts of Interest
 - Construction Project Final Acceptance
 - Drug-Free Workplace
 - Equipment and Construction Contracts

The Sponsor Certification for Selection of Consultants should already be on file with MoDOT.

- 7. Electronic copy of our consultant's, Lochner, statement regarding recommendation of award of contract to *Emery Sapp & Sons, Inc.*
- 8. Electronic copy of the updated total project budget which includes the bid proposal amount by *Emery Sapp & Sons, Inc.*
- 9. Electronic copy of DRAFT Supplemental Agreement No. 1 for Construction Services, along with a copy of the Independent Fee Estimate analysis performed by Mr. Neil Rood and our Record of Negotiations.

The City of Moberly, Missouri hereby requests MoDOT's authorization to award the construction contract to *Emery Sapp & Sons, Inc.* in the amount of \$5,564,703.05.

If you have any questions, please feel free to contact me or our consultant.

Sincerely,



Tom Sanders
Director of Public Works
City of Moberly
101 W Reed St.
Moberly, MO 65270
Ph: (660) 269-7644
Fax: (660) 269-8171
Cell: (660) 353-1505

cc: Matt Jacobs, Lochner

***** OFFICIAL BID FORM *****
 (REVISED PER ADDENDUM NO. 1) Page 1 of 15

PROPOSAL FORM
CITY OF MOBERLY, MISSOURI
OMAR N. BRADLEY AIRPORT
MoDOT Project No. 19-034A-1

TO: City Clerk, City of Moberly

The undersigned, in compliance with the request for bids for construction of the following Project:

Base Bid

Reconstruct Runway 13-31 (5,000' x 75') and Connecting Taxiways
Construct Parallel Taxiway Extension
Install New Medium Intensity Runway Lighting (MIRL) System, Runway 13-31 4-Box PAPI Systems,
Runway 13-31 REIL Systems, and Lighted Holding Position Signs

hereby proposes to furnish all labor, permits, material, machinery, tools, supplies and equipment to faithfully perform all work required for construction of the Project in accordance with the project manual, project drawings and issued Addenda within the specified time of performance for the following prices:

BID ITEM	FAA SPEC.	ITEM DESCRIPTION	APPROX. QTY. AND UNITS	UNIT PRICE		EXTENSION	
				DOLLARS	CTS	DOLLARS	CTS
BASE BID							
Reconstruct Runway 13-31 (5,000' x 75') and Connecting Taxiways							
Construct Parallel Taxiway Extension							
Install New Medium Intensity Runway Lighting (MIRL) System,							
Runway 13-31 4-Box PAPI Systems, Runway 13-31 REIL Systems,							
and Lighted Holding Position Signs							
1	C-100	Contractor Quality Control Program (CQCP)	1 L.S.	48,500	00	48,500	00
2	C-102	Erosion Control Barrier (Silt Fence)	1,020 L.F.	2	85	2907	00
3	C-102	Erosion Control Barrier (Straw Wattle)	1,410 L.F.	3	80	5358	00
4	C-105	Mobilization (NTE 10% of Total Bid Amount)	1 L.S.	308,000	45	308,000	45
5	TEMP	Temporary Marking, Traffic Control, Lighting, and Barricades (PHASE 1)	1 L.S.	60,700	00	60,700	00
6	TEMP	Temporary Marking, Traffic Control, Lighting, and Barricades (PHASES 2-3)	1 L.S.	16,000	00	16,000	00
7	P-101	Saw Cut	472 L.F.	4	50	2124	00
8	P-101	Remove Existing Concrete Pavement and Aggregate Base	5,565 S.Y.	5	50	30,607	50
9	P-101	Remove Existing Asphalt Pavement and Aggregate Base	59,386 S.Y.	2	30	136,587	80
10	P-101	Remove Existing Drainage Pipes	345 L.F.	20	50	7072	50
11	P-101	Remove Existing Underdrain System	1 L.S.	30,000	00	30,000	00
12	P-101	Remove Existing Lighting System, Signs, and NAVAIDS	1 L.S.	3,400	00	3,400	00
13	P-152	Embankment In Place	62,868 C.Y.	5	90	370,921	20

******* OFFICIAL BID FORM *******
(REVISED PER ADDENDUM NO. 1) Page 2 of 15

14	P-152	Unsuitable Subgrade Removal and Replacement	5,000 C.Y.	10	25	51,250	00
15	P-155 P-156 P-157 P-158	Treated Subgrade (12")	54,445 S.Y.	7	15	389,281	75
16	P-207 P-208 P-209 P-219	Aggregate Base Course (6")	54,445 S.Y.	9	15	498,171	75
17	P-501	P.C.C. Pavement (7")	47,885 S.Y.	45	90	2,197,921	50
18	P-501	P.C.C. Pavement (6")	2,793 S.Y.	64	00	178,752	00
19	P-620	Surface Preparation, Pavement Marking Removal	1,084 S.F.	3	75	4,065	00
20	P-620	Permanent ReflectORIZED Pavement Marking (White) (Solid)	14,672 S.F.	2	05	30,077	60
21	P-620	Permanent ReflectORIZED Pavement Marking (White) (Striated)	5,814 S.F.	3	05	17,732	70
22	P-620	Permanent ReflectORIZED Pavement Marking (Yellow)	2,289 S.F.	3	65	8,354	85
23	P-620	Permanent Non-ReflectORIZED Pavement Marking (Black)	9,905 S.F.	1	40	13,867	00
24	P-620	Temporary Non-ReflectORIZED Pavement Marking (White) (Solid)	14,672 S.F.	0	75	11,004	00
25	P-620	Temporary Non-ReflectORIZED Pavement Marking (White) (Striated)	5,814 S.F.	1	20	6,976	80
26	P-620	Temporary Non-ReflectORIZED Pavement Marking (Yellow)	2,289 S.F.	1	85	4,234	65
27	P-621	Saw-Cut Grooving	30,556 S.Y.	2	50	76,390	00
28	D-701	15" Drainage Pipe	115 L.F.	37	00	4,255	00
29	D-701	18" Drainage Pipe	132 L.F.	43	00	5,676	00
30	D-701	24" Drainage Pipe	867 L.F.	54	00	46,818	00
31	D-701	15" RCP End Section	2 Ea.	1,178	00	2,356	00
32	D-701	18" RCP End Section	2 Ea.	1,300	00	2,600	00
33	D-701	24" RCP End Section	8 Ea.	1,600	00	12,800	00
34	D-705	Perforated Underdrain (4")	11,858 L.F.	14	00	166,012	00
35	D-705	Non-Perforated Outlet Pipe (4")	720 L.F.	10	30	7,416	00
36	D-705	Non-Perforated Outlet Pipe (4") (Sch. 80)	405 L.F.	15	00	6,075	00
37	D-705	Underdrain Cleanout Riser	38 Ea.	1,120	00	42,560	00
38	D-705	Splash Pad	13 Ea.	940	00	12,220	00
39	TREC	Erosion Control Blanket, Type 2C	32,218 S.Y.	1	50	48,327	00
40	PTM	Permanent Transition Mat	384 S.F.	19	00	7,296	00

***** OFFICIAL BID FORM *****
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41	T-901	Permanent Seeding	28.7 Ac.	800	00	22,960	00
42	T-901	Temporary Seeding	28.7 Ac.	340	00	9,758	00
43	T-905	Placement of Topsoil (Obtained on Site)	1 L.S.	110,000	00	110,000	00
44	T-908	Hydro-Mulch	27.1 Ac.	1,300	00	35,230	00
45	L-108	Trenching for Direct Buried Cable	2,000 L.F.	3	45	6,900	00
46	L-108	Direct Buried Underground Cable (1/c, #8 AWG, 5 kV, L-824C)	4,000 L.F.	1	15	4,600	00
47	L-108	Install Cable in Duct (1/c, #8 AWG, 5 kV, L-824C)	18,500 L.F.	1	30	24,050	00
48	L-108	Install Cable in Duct (1/c, #8 AWG, 600V, L-824C)	5,000 L.F.	1	15	5,750	00
49	L-108	Install Cable in Duct (1/c, #8 AWG, 600V, L-824C Ground)	2,500 L.F.	1	15	2,875	00
50	L-108	Install Cable in Duct (1/c, #4 AWG, 600V, L-824C)	9,200 L.F.	4	60	42,320	00
51	L-108	Install Cable in Duct (1/c, #4 AWG, 600V, L-824C Ground)	4,600 L.F.	4	60	21,160	00
52	L-108	Bare Counterpoise Wire (#6 AWG)	16,200 L.F.	1	70	27,540	00
53	L-109	Furnish and Install 7.5 kW Constant Current Regulator	1 Ea.	12,000	00	12,000	00
54	L-109	Controls and Vault Modifications	1 L.S.	30,000	00	30,000	00
55	L-110	1" Electrical Duct and Trench	17,000 L.F.	3	50	59,500	00
56	L-110	1-2" PVC, Schedule 40, Concrete Encased Electrical Duct	212 L.F.	11	50	2,438	00
57	L-110	2-2" PVC, Schedule 40, Concrete Encased Electrical Duct	250 L.F.	28	70	7,175	00
58	L-110	2-4" PVC, Schedule 40, Concrete Encased Electrical Duct	170 L.F.	34	50	5,865	00
59	L-115	L-867 Junction Box	20 Ea.	1,150	00	23,000	00
60	L-125	Retroreflective Markers	16 Ea.	144	00	2,304	00
61	L-125	M.I.R.L. (LED), Semiflush Base Mounted (Yellow/Clear Lens) with Arctic Option	2 Ea.	2,300	00	4,600	00
62	L-125	M.I.R.L. (LED), Base Mounted (Red/Green Lens) with Arctic Option <i>(Revised per Addendum No. 1)</i>	16 Ea.	1,160	00	18,560	00
63	L-125	M.I.R.L. (LED), Base Mounted (Yellow/Clear Lens) with Arctic Option <i>(Revised per Addendum No. 1)</i>	38 Ea.	1,130	00	42,940	00
64	L-125	M.I.R.L. (LED), Base Mounted (Clear/Clear Lens) with Arctic Option <i>(Revised per Addendum No. 1)</i>	10 Ea.	1,090	00	10,900	00
65	L-125	M.I.T.L. (LED), Base Mounted (Blue Lens) with Arctic Option <i>(Revised per Addendum No. 1)</i>	22 Ea.	1,027	00	22,594	00
66	L-125	M.I.R.L. (LED), Base Mounted (Yellow/Clear Lens) <i>(Revised per Addendum No. 1)</i>	4 Ea.	1,027	00	4,108	00

******* OFFICIAL BID FORM *******
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67	L-125	M.I.T.L. (LED), Stake Mounted (Blue Lens) <i>(Revised per Addendum No. 1)</i>	31 Ea.	1,027	00	31,837	00
68	L-125	New 1 Module (LED) Lighted L-858R Sign (Size 1, Style 2) and Foundation	2 Ea.	3,675	00	7,350	00
69	L-125	New 2 Module (LED) Lighted L-858Y Sign (Size 1, Style 2) and Foundation	1 Ea.	4,705	00	4,705	00
70	L-125	New 2 Module (LED) Lighted L-858R Sign (Size 1, Style 2) and Foundation	4 Ea.	4,705	00	18,820	00
71	L-125	New 4 Module (LED) Lighted L-858Y Sign (Size 1, Style 2) and Foundation	1 Ea.	6,311	00	6,311	00
72	L-125	Install L-880(L) 4-Box PAPI System (Owner Furnished)	2 Ea.	14,500	00	29,000	00
73	L-125	Furnish and Install L-849(L) REIL System	2 Ea.	13,700	00	27,400	00
74	L-125	<i>Furnish M.I.R.L. (LED), (Red/Green Lens) With Arctic Option for Base Mounted Connection (Fixture, Transformer, and Cover Plate) (Added per Addendum No. 1)</i>	2 Ea.	545	00	1,090	00
75	L-125	<i>Furnish M.I.R.L. (LED), (Yellow/Clear Lens) With Arctic Option for Base Mounted Connection (Fixture, Transformer, and Cover Plate) (Added per Addendum No. 1)</i>	4 Ea.	520	00	2,080	00
76	L-125	<i>Furnish M.I.R.L. (LED), (Clear/Clear Lens) With Arctic Option for Base Mounted Connection (Fixture, Transformer, and Cover Plate) (Added per Addendum No. 1)</i>	1 Ea.	516	00	516	00
77	L-125	<i>Furnish M.I.T.L. (LED), (Blue Lens) With Arctic Option for Base Mounted Connection (Fixture, Transformer, and Cover Plate) (Added per Addendum No. 1)</i>	2 Ea.	345	00	690	00
78	L-125	<i>Furnish M.I.R.L. (LED), (Yellow/Clear Lens) For Base Mounted Connection (Fixture, Transformer, and Cover Plate) (Added per Addendum No. 1)</i>	1 Ea.	418	00	418	00
79	L-125	<i>Furnish M.I.T.L. (LED), (Blue Lens) For Stake Mounted Connection (Fixture and Transformer) (Added per Addendum No. 1)</i>	3 Ea.	230	00	690	00
TOTAL BASE BID						\$ 5,564,703.05	

ACKNOWLEDGEMENTS BY BIDDER

- a. By submittal of a proposal, the BIDDER acknowledges and accepts that the quantities established by the OWNER are an approximate estimate of the quantities required to fully complete the Project and that the estimated quantities are principally intended to serve as a basis for evaluation of bids. The BIDDER further acknowledges and accepts that payment under this contract will be made only for actual quantities and that quantities will vary in accordance with the General Provisions subsection entitled "Alteration of Work and Quantities".
- b. The BIDDER acknowledges and accepts that the Bid Documents are comprised of the documents identified within the General Provisions. The BIDDER further acknowledges that each the individual documents that comprise the Bid Documents are complementary to one another and together establishes the complete terms, conditions and obligations of the successful BIDDER.

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Certificate of Buy American Compliance for Manufactured Products
(Non-building construction projects, equipment acquisition projects)

As a matter of bid responsiveness, the bidder or offeror must complete, sign, date, and submit this certification statement with their proposal. The bidder or offeror must indicate how they intend to comply with 49 USC § 50101 by selecting one of the following certification statements. These statements are mutually exclusive. Bidder must select one or the other (i.e. not both) by inserting a checkmark (✓) or the letter "X".

- Bidder or offeror hereby certifies that it will comply with 49 USC 50101 by:
 - a) Only installing steel and manufactured products produced in the United States;
 - b) Installing manufactured products for which the FAA has issued a waiver as indicated by inclusion on the current FAA Nationwide Buy American Waivers Issued listing; or
 - c) Installing products listed as an Excepted Article, Material or Supply in Federal Acquisition Regulation Subpart 25.108.

By selecting this certification statement, the bidder or offeror agrees:

- 1. To provide to the Owner evidence that documents the source and origin of the steel and manufactured product.
- 2. To faithfully comply with providing U.S. domestic product.
- 3. To furnish U.S. domestic product for any waiver request that the FAA rejects.
- 4. To refrain from seeking a waiver request after establishment of the contract, unless extenuating circumstances emerge that the FAA determines justified.

- Bidder or offeror hereby certifies it cannot comply with the 100% Buy American Preferences of 49 USC § 50101(a) but may qualify for either a Type 3 or Type 4 waiver under 49 USC § 50101(b). By selecting this certification statement, the apparent bidder or offeror with the apparent low bid agrees:

- 1. To submit to the Owner within 15 calendar days of the bid opening, a formal waiver request and required documentation that support the type of waiver being requested.
- 2. That failure to submit the required documentation within the specified timeframe is cause for a non-responsive determination which may result in rejection of the proposal.
- 3. To faithfully comply with providing U.S. domestic products at or above the approved U.S. domestic content percentage as approved by the FAA.
- 4. To refrain from seeking a waiver request after establishment of the contract, unless extenuating circumstances emerge that the FAA determines justified.

Required Documentation

Type 3 Waiver – The cost of the item components and subcomponents produced in the United States is more than 60% of the cost of all components and subcomponents of the “item”. The required documentation for a Type 3 waiver is:

- a) Listing of all product components and subcomponents that are not comprised of 100% U.S. domestic content (excludes products listed on the FAA Nationwide Buy American Waivers Issued listing and products excluded by Federal Acquisition Regulation Subpart 25.108; products of unknown origin must be considered as non-domestic products in their entirety).
- b) Cost of non-domestic components and subcomponents, excluding labor costs associated with final assembly at place of manufacture.
- c) Percentage of non-domestic component and subcomponent cost as compared to total “item” component and subcomponent costs, excluding labor costs associated with final assembly and at place of manufacture.

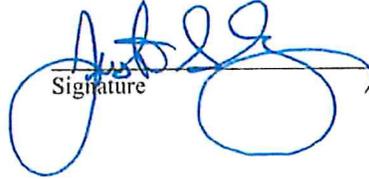
Type 4 Waiver – Total cost of project using U.S. domestic source product exceeds the total project cost using non-domestic product by 25%. The required documentation for a Type 4 waiver is:

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- d) Detailed cost information for total project using U.S. domestic product.
- e) Detailed cost information for total project using non-domestic product.

False Statements: Per 49 USC § 47126, this certification concerns a matter within the jurisdiction of the Federal Aviation Administration and the making of a false, fictitious or fraudulent certification may render the maker subject to prosecution under Title 18, United States Code.

6-9-2020
Date


Signature

Emery Sapp & Sons, Inc.
Company Name

Executive V.P. Operations
Title

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WORKER ELIGIBILITY VERIFICATION AFFIDAVIT FOR ALL CONTRACT AGREEMENTS IN EXCESS OF \$50,000 (Local match in excess of \$5,000) (for joint ventures, a separate affidavit is required for each business entity)

STATE OF Missouri)
) ss
COUNTY OF Boone)

On this 9th day of June, 2020, before me appeared Justin Gay, 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 Justin Gay, 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 or any of its political subdivisions 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 Ex VP Operations of Emery Sapp & Sons, Inc., and I am duly authorized, directed, and/or 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, and the aforementioned business entity shall participate in said program to verify information (employment eligibility) of newly hired employees working in connection to work under the within contract agreement. 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.

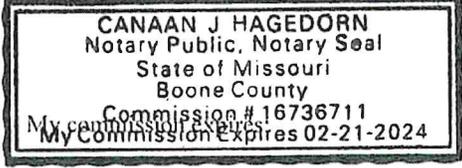
In addition, I hereby affirm and warrant that the aforementioned business entity does not and shall not knowingly employ, in connection to work under the within contract agreement, any alien who does not have the legal right or authorization under federal law to work in the United States, as defined in 8 U.S.C. § 1324a(h)(3).

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 Sections 285.525 through 285.550, RSMo, for subcontractors that knowingly employ or continue to employ any unauthorized alien to work within the state of Missouri.

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

[Signature]
(Affiant Signature)

Subscribed and sworn to before me this 9th day of June, 2020.



[Signature]
(Notary Public)

[Documentation of enrollment/participation in a federal work authorization program is attached. Acceptable enrollment and participation documentation consists of the following two pages of the E-Verify Memorandum of Understanding: (1) A valid, completed copy of the first page identifying the business entity; and (2) A valid copy of the signature page completed and signed by the business entity, the Social Security Administration, and the Department of Homeland Security – Verification Division.]

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MEMORANDUM OF UNDERSTANDING
BETWEEN THE
SOCIAL SECURITY ADMINISTRATION
AND
EMERY SAPP & SONS, INC.

ARTICLE I

PURPOSE AND AUTHORITY

This Memorandum of Understanding (MOU) sets forth the points of agreement between the Social Security Administration (SSA), the Department of Homeland Security (DHS) and **Emery Sapp & Sons, Inc.** (Employer) regarding the Employer's participation in the Employment Eligibility Verification Program (E-Verify). E-Verify is a program in which the employment eligibility of all newly hired employees will be confirmed after the Employment Eligibility Verification Form (Form I-9) has been completed.

Authority for the E-Verify program is found in Title IV, Subtitle A, of the Illegal Immigration Reform and Immigrant Responsibility Act of 1996 (IIRIRA), Pub. L. 104-208, 110 Stat. 3009, as amended (8 U.S.C. § 1324a note).

ARTICLE II

FUNCTIONS TO BE PERFORMED

A. RESPONSIBILITIES OF THE SSA

1. Upon completion of the Form I-9 by the employee and the Employer, and provided the Employer complies with the requirements of this MOU, SSA agrees to provide the Employer with available information that allows the Employer to confirm the accuracy of Social Security Numbers provided by all newly hired employees and the employment authorization of U.S. citizens.
2. The SSA agrees to provide to the Employer appropriate assistance with operational problems that may arise during the Employer's participation in the E-Verify program. The SSA agrees to provide the Employer with names, titles, addresses, and telephone numbers of SSA representatives to be contacted during the E-Verify process.
3. The SSA agrees to safeguard the information provided by the Employer through the E-Verify program procedures, and to limit access to such information, as is appropriate by law, to individuals responsible for the verification of Social Security Numbers and for evaluation of the E-Verify program or such other persons or entities who may be authorized by the SSA as governed by the Privacy Act (5 U.S.C. § 552a), the Social Security Act (42 U.S.C. 1306(a)), and SSA regulations (20 CFR Part 401).
4. SSA agrees to establish a means of automated verification that is designed (in conjunction with DHS's automated system if necessary) to provide confirmation or tentative nonconfirmation of U.S. citizens' employment eligibility and accuracy of SSA records for both citizens and aliens within 3 Federal Government work days of the initial inquiry.

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5. SSA agrees to establish a means of secondary verification (including updating SSA records as may be necessary) for employees who contest SSA tentative nonconfirmations that is designed to provide final confirmation or nonconfirmation of U.S. citizens' employment eligibility and accuracy of SSA records for both citizens and aliens within 10 Federal Government work days of the date of referral to SSA, unless SSA determines that more than 10 days may be necessary. In such cases, SSA will provide additional verification instructions.

B. RESPONSIBILITIES OF THE DEPARTMENT OF HOMELAND SECURITY

1. Upon completion of the Form I-9 by the employee and the Employer and after SSA verifies the accuracy of SSA records for aliens through E-Verify, DHS agrees to provide the Employer access to selected data from DHS's database to enable the Employer to conduct:

- Automated verification checks on newly hired alien employees by electronic means, and
- Photo verification checks (when available) on newly hired alien employees.

2. DHS agrees to provide to the Employer appropriate assistance with operational problems that may arise during the Employer's participation in the E-Verify program. DHS agrees to provide the Employer names, titles, addresses, and telephone numbers of DHS representatives to be contacted during the E-Verify process.

3. DHS agrees to provide to the Employer a manual (the E-Verify Manual) containing instructions on E-Verify policies, procedures and requirements for both SSA and DHS, including restrictions on the use of E-Verify. DHS agrees to provide training materials on E-Verify.

4. DHS agrees to provide to the Employer a notice, which indicates the Employer's participation in the E-Verify program. DHS also agrees to provide to the Employer anti-discrimination notices issued by the Office of Special Counsel for Immigration-Related Unfair Employment Practices (OSC), Civil Rights Division, and U.S. Department of Justice.

5. DHS agrees to issue the Employer a user identification number and password that permits the Employer to verify information provided by alien employees with DHS's database.

6. DHS agrees to safeguard the information provided to DHS by the Employer, and to limit access to such information to individuals responsible for the verification of alien employment eligibility and for evaluation of the E-Verify program, or to such other persons or entities as may be authorized by applicable law. Information will be used only to verify the accuracy of Social Security Numbers and employment eligibility, to enforce the Immigration and Nationality Act and federal criminal laws, and to ensure accurate wage reports to the SSA.

7. DHS agrees to establish a means of automated verification that is designed (in conjunction with SSA verification procedures) to provide confirmation or tentative nonconfirmation of employees' employment eligibility within 3 Federal Government work days of the initial inquiry.

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8. DHS agrees to establish a means of secondary verification (including updating DHS records as may be necessary) for employees who contest DHS tentative nonconfirmations and photo non-match tentative nonconfirmations that is designed to provide final confirmation or nonconfirmation of the employees' employment eligibility within 10 Federal Government work days of the date of referral to DHS, unless DHS determines that more than 10 days may be necessary. In such cases, DHS will provide additional verification instructions.

C. RESPONSIBILITIES OF THE EMPLOYER

1. The Employer agrees to display the notices supplied by DHS in a prominent place that is clearly visible to prospective employees.
2. The Employer agrees to provide to the SSA and DHS the names, titles, addresses, and telephone numbers of the Employer representatives to be contacted regarding E-Verify.
3. The Employer agrees to become familiar with and comply with the E-Verify Manual.
4. The Employer agrees that any Employer Representative who will perform employment verification queries will complete the E-Verify Tutorial before that individual initiates any queries.
 - A. The employer agrees that all employer representatives will take the refresher tutorials initiated by the E-Verify program as a condition of continued use of E-Verify.
 - B. Failure to complete a refresher tutorial will prevent the employer from continued use of the program.
5. The Employer agrees to comply with established Form I-9 procedures, with two exceptions:
 - If an employee presents a "List B" identity document, the Employer agrees to only accept "List B" documents that contain a photo. (List B documents identified in 8 C.F.R. § 274a.2 (b) (1) (B)) can be presented during the Form I-9 process to establish identity).
 - If an employee presents a DHS Form I-551 (Permanent Resident Card) or Form I-766 (Employment Authorization Document) to complete the Form I-9, the Employer agrees to make a photocopy of the document and to retain the photocopy with the employee's Form I-9. The employer will use the photocopy to verify the photo and to assist the Department with its review of photo non-matches that are contested by employees. Note that employees retain the right to present any List A, or List B and List C, documentation to complete the Form I-9. DHS may in the future designate other documents that activate the photo screening tool.
6. The Employer understands that participation in E-Verify does not exempt the Employer from the responsibility to complete, retain, and make available for inspection Forms I-9 that relate to its employees, or from other requirements of applicable regulations or laws, except for the following modified requirements applicable by reason of the Employer's participation in E-Verify: (1) identity documents must have photos, as described in paragraph 5 above; (2) a

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rebuttable presumption is established that the Employer has not violated section 274A(a)(1)(A) of the Immigration and Nationality Act (INA) with respect to the hiring of any individual if it obtains confirmation of the identity and employment eligibility of the individual in compliance with the terms and conditions of E-Verify ; (3) the Employer must notify DHS if it continues to employ any employee after receiving a final nonconfirmation, and is subject to a civil money penalty between \$500 and \$1,000 for each failure to notify DHS of continued employment following a final nonconfirmation; (4) the Employer is subject to a rebuttable presumption that it has knowingly employed an unauthorized alien in violation of section 274A(a)(1)(A) if the Employer continues to employ any employee after receiving a final nonconfirmation; and (5) no person or entity participating in E-Verify is civilly or criminally liable under any law for any action taken in good faith on information provided through the confirmation system. DHS reserves the right to conduct Form I-9 compliance inspections during the course of E-Verify, as well as to conduct any other enforcement activity authorized by law.

7. The Employer agrees to initiate E-Verify verification procedures within 3 Employer business days after each employee has been hired (but after both sections 1 and 2 of the Form I-9 have been completed), and to complete as many (but only as many) steps of the E-Verify process as are necessary according to the E-Verify Manual. The Employer is prohibited from initiating verification procedures before the employee has been hired and the Form I-9 completed. If the automated system to be queried is temporarily unavailable, the 3-day time period is extended until it is again operational in order to accommodate the Employer's attempting, in good faith, to make inquiries during the period of unavailability. In all cases, the Employer must use the SSA verification procedures first, and use DHS verification procedures and photo screening tool only after the the SSA verification response has been given.

8. The Employer agrees not to use E-Verify procedures for pre-employment screening of job applicants, support for any unlawful employment practice, or any other use not authorized by this MOU. The Employer must use E-Verify for all new employees and will not verify only certain employees selectively. The Employer agrees not to use E-Verify procedures for re-verification, or for employees hired before the date this MOU is in effect. The Employer understands that if the Employer uses E-Verify procedures for any purpose other than as authorized by this MOU, the Employer may be subject to appropriate legal action and the immediate termination of its access to SSA and DHS information pursuant to this MOU.

9. The Employer agrees to follow appropriate procedures (see Article III.B. below) regarding tentative nonconfirmations, including notifying employees of the finding, providing written referral instructions to employees, allowing employees to contest the finding, and not taking adverse action against employees if they choose to contest the finding. Further, when employees contest a tentative nonconfirmation based upon a photo non-match, the Employer is required to take affirmative steps (see Article III.B. below) to contact DHS with information necessary to resolve the challenge.

10. The Employer agrees not to take any adverse action against an employee based upon the employee's employment eligibility status while SSA or DHS is processing the verification request unless the Employer obtains knowledge (as defined in 8 C.F.R. § 274a.1 (1)) that the employee is not work authorized. The Employer understands that an initial inability of the SSA or DHS automated verification to verify work authorization, a tentative nonconfirmation, or the finding of

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a photo non-match, does not mean, and should not be interpreted as, an indication that the employee is not work authorized. In any of the cases listed above, the employee must be provided the opportunity to contest the finding, and if he or she does so, may not be terminated or suffer any adverse employment consequences until and unless secondary verification by SSA or DHS has been completed and a final nonconfirmation has been issued. If the employee does not choose to contest a tentative nonconfirmation or a photo non-match, then the Employer can find the employee is not work authorized and take the appropriate action.

11. The Employer agrees to comply with section 274B of the INA by not discriminating unlawfully against any individual in hiring, firing, or recruitment or referral practices because of his or her national origin or, in the case of a protected individual as defined in section 274B(a)(3) of the INA, because of his or her citizenship status. The Employer understands that such illegal practices can include selective verification or use of E-Verify, discharging or refusing to hire eligible employees because they appear or sound "foreign", and premature termination of employees based upon tentative nonconfirmations, and that any violation of the unfair immigration-related employment practices provisions of the INA could subject the Employer to civil penalties pursuant to section 274B of the INA and the termination of its participation in E-Verify. If the Employer has any questions relating to the anti-discrimination provision, it should contact OSC at 1-800-255-7688 or 1-800-237-2515 (TDD).

12. The Employer agrees to record the case verification number on the employee's Form I-9 or to print the screen containing the case verification number and attach it to the employee's Form I-9.

13. The Employer agrees that it will use the information it receives from the SSA or DHS pursuant to E-Verify and this MOU only to confirm the employment eligibility of newly-hired employees after completion of the Form I-9. The Employer agrees that it will safeguard this information, and means of access to it (such as PINS and passwords) to ensure that it is not used for any other purpose and as necessary to protect its confidentiality, including ensuring that it is not disseminated to any person other than employees of the Employer who are authorized to perform the Employer's responsibilities under this MOU.

14. The Employer acknowledges that the information which it receives from SSA is governed by the Privacy Act (5 U.S.C. § 552a (i) (1) and (3)) and the Social Security Act (42 U.S.C. 1306(a)), and that any person who obtains this information under false pretenses or uses it for any purpose other than as provided for in this MOU may be subject to criminal penalties.

15. The Employer agrees to allow DHS and SSA, or their authorized agents or designees, to make periodic visits to the Employer for the purpose of reviewing E-Verify -related records, i.e., Forms I-9, SSA Transaction Records, and DHS verification records, which were created during the Employer's participation in the E-Verify Program. In addition, for the purpose of evaluating E-Verify, the Employer agrees to allow DHS and SSA or their authorized agents or designees, to interview it regarding its experience with E-Verify, to interview employees hired during E-Verify use concerning their experience with the pilot, and to make employment and E-Verify related records available to DHS and the SSA, or their designated agents or designees. Failure to comply with the terms of this paragraph may lead DHS to terminate the Employer's access to E-Verify.

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ARTICLE III

**REFERRAL OF INDIVIDUALS TO THE SSA AND THE DEPARTMENT OF
HOMELAND SECURITY**

A. REFERRAL TO THE SSA

1. If the Employer receives a tentative nonconfirmation issued by SSA, the Employer must print the tentative nonconfirmation notice as directed by the automated system and provide it to the employee so that the employee may determine whether he or she will contest the tentative nonconfirmation.
2. The Employer will refer employees to SSA field offices only as directed by the automated system based on a tentative nonconfirmation, and only after the Employer records the case verification number, reviews the input to detect any transaction errors, and determines that the employee contests the tentative nonconfirmation. The Employer will transmit the Social Security Number to SSA for verification again if this review indicates a need to do so. The Employer will determine whether the employee contests the tentative nonconfirmation as soon as possible after the Employer receives it.
3. If the employee contests an SSA tentative nonconfirmation, the Employer will provide the employee with a referral letter and instruct the employee to visit an SSA office to resolve the discrepancy within 8 Federal Government work days. The Employer will make a second inquiry to the SSA database using E-Verify procedures on the date that is 10 Federal Government work days after the date of the referral in order to obtain confirmation, or final nonconfirmation, unless otherwise instructed by SSA or unless SSA determines that more than 10 days is necessary to resolve the tentative nonconfirmation..
4. The Employer agrees not to ask the employee to obtain a printout from the Social Security Number database (the Numident) or other written verification of the Social Security Number from the SSA.

B. REFERRAL TO THE DEPARTMENT OF HOMELAND SECURITY

1. If the Employer receives a tentative nonconfirmation issued by DHS, the Employer must print the tentative nonconfirmation notice as directed by the automated system and provide it to the employee so that the employee may determine whether he or she will contest the tentative nonconfirmation.
2. If the Employer finds a photo non-match for an alien who provides a document for which the automated system has transmitted a photo, the employer must print the photo non-match tentative nonconfirmation notice as directed by the automated system and provide it to the employee so that the employee may determine whether he or she will contest the finding.
3. The Employer agrees to refer individuals to DHS only when the employee chooses to contest a tentative nonconfirmation received from DHS automated verification process or when

Company ID Number: 86909

the Employer issues a tentative nonconfirmation based upon a photo non-match. The Employer will determine whether the employee contests the tentative nonconfirmation as soon as possible after the Employer receives it.

4. If the employee contests a tentative nonconfirmation issued by DHS, the Employer will provide the employee with a referral letter and instruct the employee to contact the Department through its toll-free hotline within 8 Federal Government work days.

5. If the employee contests a tentative nonconfirmation based upon a photo non-match, the Employer will provide the employee with a referral letter to DHS. DHS will electronically transmit the result of the referral to the Employer within 10 Federal Government work days of the referral unless it determines that more than 10 days is necessary.

6. The Employer agrees that if an employee contests a tentative nonconfirmation based upon a photo non-match, the Employer will send a copy of the employee's Form I-551 or Form I-766 to DHS for review by:

- Scanning and uploading the document, or
- Sending a photocopy of the document by an express mail account (furnished and paid for by DHS).

7. The Employer understands that if it cannot determine whether there is a photo match/non-match, the Employer is required to forward the employee's documentation to DHS by scanning and uploading, or by sending the document as described in the preceding paragraph, and resolving the case as specified by the Immigration Services Verifier at DHS who will determine the photo match or non-match.

ARTICLE IV

SERVICE PROVISIONS

The SSA and DHS will not charge the Employer for verification services performed under this MOU. The Employer is responsible for providing equipment needed to make inquiries. To access the E-Verify System, an Employer will need a personal computer with Internet access.

ARTICLE V

PARTIES

This MOU is effective upon the signature of all parties, and shall continue in effect for as long as the SSA and DHS conduct the E-Verify program unless modified in writing by the mutual consent of all parties, or terminated by any party upon 30 days prior written notice to the others. Any and all system enhancements to the E-Verify program by DHS or SSA, including but not limited to the E-Verify checking against additional data sources and instituting new verification procedures, will be covered under this MOU and will not cause the need for a supplemental MOU that outlines these changes. DHS agrees to train employers on all changes made to E-Verify through the use of mandatory refresher tutorials and updates to the E-Verify manual. Even

Company ID Number: 86909

without changes to E-Verify, the Department reserves the right to require employers to take mandatory refresher tutorials.

Termination by any party shall terminate the MOU as to all parties. The SSA or DHS may terminate this MOU without prior notice if deemed necessary because of the requirements of law or policy, or upon a determination by SSA or DHS that there has been a breach of system integrity or security by the Employer, or a failure on the part of the Employer to comply with established procedures or legal requirements. Some or all SSA and DHS responsibilities under this MOU may be performed by contractor(s), and SSA and DHS may adjust verification responsibilities between each other as they may determine.

Nothing in this MOU is intended, or should be construed, to create any right or benefit, substantive or procedural, enforceable at law by any third party against the United States, its agencies, officers, or employees, or against the Employer, its agents, officers, or employees.

Each party shall be solely responsible for defending any claim or action against it arising out of or related to E-Verify or this MOU, whether civil or criminal, and for any liability wherefrom, including (but not limited to) any dispute between the Employer and any other person or entity regarding the applicability of Section 403(d) of IIRIRA to any action taken or allegedly taken by the Employer.

The employer understands that the fact of its participation in E-Verify is not confidential information and may be disclosed as authorized or required by law and DHS or SSA policy, including but not limited to, Congressional oversight, E-Verify publicity and media inquiries, and responses to inquiries under the Freedom of Information Act (FOIA).

The foregoing constitutes the full agreement on this subject between the SSA, DHS, and the Employer.

The individuals whose signatures appear below represent that they are authorized to enter into this MOU on behalf of the Employer and DHS respectively.

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

Employer **Emery Sapp & Sons, Inc.**

Dan Hoover

Name (Please type or print)

Title

Electronically Signed

01/08/2008

Signature

Date

Department of Homeland Security – Verification Division

Company ID Number: 86909

USCIS Verification Division

Name (Please type or print)

Title

Electronically Signed

01/08/2008

Signature

Date

***** OFFICIAL BID FORM *****
(REVISED PER ADDENDUM NO. 1)Page 14 of 15

DISADVANTAGED BUSINESS ENTERPRISE (DBE) PARTICIPATION

The information shown in this section must be completed when a DBE contract goal has been established. The percentage must equal or exceed the DBE contract goal. If the percentage is below the contract goal, then the bidder must submit complete written documentation of good faith efforts taken to meet the DBE contract goal.

- a. The undersigned submits the following list of DBEs to be used in accomplishing the work of this contract. The work, supplies or services, applicable value and percent of total federal contract each DBE is to perform or furnish is as follows:
- b. Joint venture with a DBE. The undersigned submits the following list of bid items the DBE prime is responsible for and any items that will be subcontracted out are noted with an asterisk or a similar notation. The work, applicable value and percentage of total federal contract the DBE prime is responsible for are as follows:

(A) DBE Name and Address	(B) Bid Item Number(s) Or Work Performed	(C) Dollar Value of DBE Work **	(D) Percent Applicable to DBE Goal (100%, 60%)	(E) Dollar Amount Applicable to DBE Goal (C x D)	(F) Percent of Total Contract (C / Total Contract Amount)
RFB Construction 565 East 520th Ave Pittsburg, KS 66762	Erosion control, Underdrain	342,887.20	100%	342,887.20	6.16%
Centrex Electrical Supply Corp. 3900 Washington Blvd St Louis, MO 63108	Electrical	100,000.00	60%	60,000.00	1.08%
Harris Hauling 301 E 5th Street Macon, MO 63552	Hauling	115,283.33	60%	69,170.99	1.24%
TOTAL DBE PARTICIPATION				\$ 472,058.19	8.48 %

**Cannot exceed contract amount for given item of work.
 Trucking services credited at 100% if the DBE owns the trucks or is leasing from a DBE firm
 Merchant wholesalers (supply) are credited at 60%.
 Brokered services will only receive credit for fees.

(Please reproduce the above sheet if additional space is needed.)

Company Name **VENDOR NUMBER**
R.F.B. Construction Co., Inc. **CEO Name** 0025472

Company Address **City** **State** **Zip Code**
565 E. 520th Ave. Pittsburg KS 66762-6829

Classification **Gender** **Ethnicity** **ACDBE**
DBE Male HISPANIC AMERICAN N

County **District** **DBE Status** **AGENCY**
Out Of State Out Of State Certified Missouri Department of Transportation

EMAIL **PHONE** **FAX**
dab@rfbconstructionco.com; admin@rfbconstructionco.com (620)232-2900 (620)232-2998

CODE	DESCRIPTION	REMARKS
561730	Landscaping Services	Seeding/Sod and mulch
238990	All Other Specialty Trade Contractors	Fence installation
237310	Highway, Street, and Bridge Construction	Highway, Street, and Bridge Construction

Company Name **CEO Name** **VENDOR NUMBER**
Centrex Electrical Supply Corp. Wilber A Stuart II 0025008

Company Address **City** **State** **Zip Code**
3900 Washington Blvd. St. Louis MO 63108

Classification **Gender** **Ethnicity** **ACDBE**
DBE Male BLACK AMERICAN Y

County **District** **DBE Status** **AGENCY**
St. Louis St. Louis Certified City of St. Louis - Lambert

EMAIL **PHONE** **FAX**
DANAS@CENTREXELECTRIC.COM (314)535-3900 (314)535-4206

CODE	DESCRIPTION	REMARKS
444190	Other Building Material Dealers	
423610	Electrical Apparatus and Equipment, Wiring Supplies, and Related Equipment Merchant Wholesalers	

Company Name	CEO Name	VENDOR NUMBER
Harris Hauling & Supplies, LLC	William Elliott Harris	0028983

Company Address	City	State	Zip Code
301 E 5th Street	Macon	MO	63552

Classification	Gender	Ethnicity	ACDBE
DBE	Male	BLACK AMERICAN	N

County	District	DBE Status	AGENCY
MACON	Northeast	Certified	Missouri Department of Transportation

EMAIL	PHONE	FAX
harrishaulingl.l.c@gmail.com	(660)346-8853	

CODE	DESCRIPTION	REMARKS
238910	Site Preparation Contractors	Site Preparation Contractors
484110	General Freight Trucking, Local	local-dry bulk, farm products, grain, recyclable material, rubbish, sand, trash topsoil, coal
237110	Water and Sewer Line and Related Structures Construction	Water and Sewer Line and Related Structures Construction
423320	Brick, Stone, and Related Construction Material Merchant Wholesalers	Crushed Stone Merchant wholesales, gravel, construction, merchant wholesalers, sand (except industrial) merchant wholesalers
484220	Specialized Freight (except Used Goods) Trucking, Local	Dump Trucking (gravel, sand, top soil)



Project Plans and Specifications
Airport Improvement Program Sponsor Certification

Sponsor: City of Moberly, Missouri
Airport: Omar N. Bradley Airport (MBY)
Project Number: 19-034A-1

Description of Work: Reconstruct Runway 13-31 and Connecting Taxiways. Construct Parallel Taxiway Extension. Install New Medium Intensity Runway Lighting (MIRL) System, Runway 13-31 4-Box PAPI Systems, Runway 13-31 REIL Systems, and Lighted Holding Position Signs

Application

49 USC § 47105(d) authorizes the Secretary to require certification from the sponsor that it will comply with the statutory and administrative requirements in carrying out a project under the Airport Improvement Program (AIP). Labor and civil rights standards applicable to AIP are established by the Department of Labor (www.dol.gov/). AIP Grant Assurance C.1—General Federal Requirements identifies applicable federal laws, regulations, executive orders, policies, guidelines and requirements for assistance under AIP. A list of current advisory circulars with specific standards for procurement, design or construction of airports, and installation of equipment and facilities is referenced in standard airport sponsor Grant Assurance 34 contained in the grant agreement.

Certification Statements

Except for certification statements below marked as not applicable (N/A), this list includes major requirements of the construction project. Selecting "yes" represents sponsor acknowledgement and confirmation of the certification statement. The term "will" means Sponsor action taken at appropriate time based on the certification statement focus area, but no later than the end of the project period of performance. This list is not comprehensive and does not relieve the sponsor from fully complying with all applicable statutory and administrative standards. The source of the requirement is referenced within parenthesis.

1. The plans and specifications were or will be prepared in accordance with applicable federal standards and requirements, so that no deviation or modification to standards set forth in the advisory circulars, or FAA-accepted state standard, is necessary other than those explicitly approved by the Federal Aviation Administration (FAA) (14 USC § 47105).

Yes No N/A

2. Specifications incorporate or will incorporate a clear and accurate description of the technical requirement for the material or product that does not contain limiting or proprietary features that unduly restrict competition (2 CFR §200.319).

Yes No N/A

- 3. The development that is included or will be included in the plans is depicted on the current airport layout plan as approved by the FAA (14 USC § 47107).
 Yes No N/A
- 4. Development and features that are ineligible or unallowable for AIP funding have been or will be omitted from the plans and specifications (FAA Order 5100.38, par. 3-43).
 Yes No N/A
- 5. The specification does not use or will not use "brand name" or equal to convey requirements unless sponsor requests and receives approval from the FAA to use brand name (FAA Order 5100.38, Table U-5).
 Yes No N/A
- 6. The specification does not impose or will not impose geographical preference in their procurement requirements (2 CFR §200.319(b) and FAA Order 5100.38, Table U-5).
 Yes No N/A
- 7. The use of prequalified lists of individuals, firms or products include or will include sufficient qualified sources that ensure open and free competition and that does not preclude potential entities from qualifying during the solicitation period (2 CFR §319(d)).
 Yes No N/A
- 8. Solicitations with bid alternates include or will include explicit information that establish a basis for award of contract that is free of arbitrary decisions by the sponsor (2 CFR § 200.319(a)(7)).
 Yes No N/A
- 9. Concurrence was or will be obtained from the FAA if Sponsor incorporates a value engineering clause into the contract (FAA Order 5100.38, par. 3-57).
 Yes No N/A
- 10. The plans and specifications incorporate or will incorporate applicable requirements and recommendations set forth in the federally approved environmental finding (49 USC §47106(c)).
 Yes No N/A
- 11. The design of all buildings comply or will comply with the seismic design requirements of 49 CFR § 41.120. (FAA Order 5100.38d, par. 3-92)
 Yes No N/A
- 12. The project specification include or will include process control and acceptance tests required for the project by as per the applicable standard:
 - a. Construction and installation as contained in Advisory Circular (AC) 150/5370-10.
 Yes No N/A
 - b. Snow Removal Equipment as contained in AC 150/5220-20.
 Yes No N/A

c. Aircraft Rescue and Fire Fighting (ARFF) vehicles as contained in AC 150/5220-10.

Yes No N/A

13. For construction activities within or near aircraft operational areas(AOA):

a. The Sponsor has or will prepare a construction safety and phasing plan (CSPP) conforming to Advisory Circular 150/5370-2.

b. Compliance with CSPP safety provisions has been or will be incorporated into the plans and specifications as a contractor requirement.

c. Sponsor will not initiate work until receiving FAA's concurrence with the CSPP (FAA Order 5100.38, Par. 5-29).

Yes No N/A

14. The project was or will be physically completed without federal participation in costs due to errors and omissions in the plans and specifications that were foreseeable at the time of project design (49 USC §47110(b)(1) and FAA Order 5100.38d, par. 3-100).

Yes No N/A

Attach documentation clarifying any above item marked with "no" response.

Sponsor's Certification

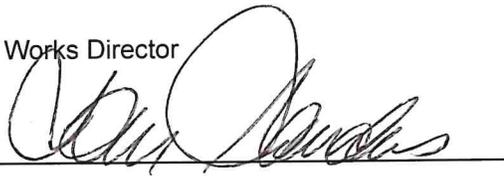
I certify, for the project identified herein, responses to the forgoing items are accurate as marked and additional documentation for any item marked "no" is correct and complete.

Executed on this 11th day of JUNE, 2020.

Name of Sponsor: City of Moberly, Missouri

Name of Sponsor's Authorized Official: Tom Sanders

Title of Sponsor's Authorized Official: Public Works Director

Signature of Sponsor's Authorized Official: 

I declare under penalty of perjury that the foregoing is true and correct. I understand that knowingly and willfully providing false information to the federal government is a violation of 18 USC § 1001 (False Statements) and could subject me to fines, imprisonment, or both.

Missouri Department of Transportation
Aviation Section



Certification and Disclosure Regarding Potential Conflicts of Interest
Airport Improvement Program Sponsor Certification

Sponsor: City of Moberly, Missouri

Airport: Omar N. Bradley Airport (MBY)

Project Number: 19-034A-1

Description of Work: Reconstruct Runway 13-31 and Connecting Taxiways. Construct Parallel Taxiway Extension. Install New Medium Intensity Runway Lighting (MIRL) System, Runway 13-31 4-Box PAPI Systems, Runway 13-31 REIL Systems, and Lighted Holding Position Signs

Application

Title 2 CFR § 200.112 and § 1201.112 address Federal Aviation Administration (FAA) requirements for conflict of interest. As a condition of eligibility under the Airport Improvement Program (AIP), sponsors must comply with FAA policy on conflict of interest. Such a conflict would arise when any of the following have a financial or other interest in the firm selected for award:

- a) The employee, officer or agent,
- b) Any member of his immediate family,
- c) His or her partner, or
- d) An organization which employs, or is about to employ, any of the above.

Selecting "yes" represents sponsor or sub-recipient acknowledgement and confirmation of the certification statement. Selecting "No" represents sponsor or sub-recipient disclosure that it cannot fully comply with the certification statement. If "No" is selected, provide support information explaining the negative response as an attachment to this form. This includes whether the sponsor has established standards for financial interest that are not substantial or unsolicited gifts are of nominal value (2 CFR § 200.318(c)). The term "will" means Sponsor action taken at appropriate time based on the certification statement focus area, but no later than the end of the project period of performance.

Certification Statements

1. The sponsor or sub-recipient maintains a written standards of conduct governing conflict of interest and the performance of their employees engaged in the award and administration of contracts (2 CFR § 200.318(c)). To the extent permitted by state or local law or regulations, such standards of conduct provide for penalties, sanctions, or other disciplinary actions for violations of such standards by the sponsor's and sub-recipient's officers, employees, or agents, or by contractors or their agents.

Yes No

2. The sponsor's or sub-recipient's officers, employees or agents have not and will not solicit or accept gratuities, favors or anything of monetary value from contractors, potential contractors, or parties to sub-agreements (2 CFR § 200.318(c)).

Yes No

3. The sponsor or sub-recipient certifies that is has disclosed and will disclose to the FAA any known potential conflict of interest (2 CFR § 1200.112).

Yes No

Attach documentation clarifying any above item marked with "no" response.

Sponsor's Certification

I certify, for the project identified herein, responses to the forgoing items are accurate as marked and have the explanation for any item marked "no" is correct and complete.

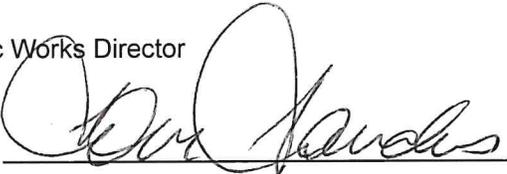
Executed on this 11th day of JUNE, 2020.

Name of Sponsor: City of Moberly, Missouri

Name of Sponsor's Authorized Official: Tom Sanders

Title of Sponsor's Authorized Official: Public Works Director

Signature of Sponsor's Authorized Official:



I declare under penalty of perjury that the foregoing is true and correct. I understand that knowingly and willfully providing false information to the federal government is a violation of 18 USC § 1001 (False Statements) and could subject me to fines, imprisonment, or both.



**Construction Project Final Acceptance
Airport Improvement Program Sponsor Certification**

Sponsor: City of Moberly, Missouri
Airport: Omar N. Bradley Airport (MBY)
Project Number: 19-034A-1

Description of Work: Reconstruct Runway 13-31 and Connecting Taxiways. Construct Parallel Taxiway Extension. Install New Medium Intensity Runway Lighting (MIRL) System, Runway 13-31 4-Box PAPI Systems, Runway 13-31 REIL Systems, and Lighted Holding Position Signs

Application

49 USC § 47105(d), authorizes the Secretary to require certification from the sponsor that it will comply with the statutory and administrative requirements in carrying out a project under the Airport Improvement Program. General standards for final acceptance and close out of federally funded construction projects are in 2 CFR § 200.343 – Closeout and supplemented by FAA Order 5100.38. The sponsor must determine that project costs are accurate and proper in accordance with specific requirements of the grant agreement and contract documents.

Certification Statements

Except for certification statements below marked not applicable (N/A), this list includes major requirements of the construction project. Selecting “yes” represents sponsor acknowledgement and confirmation of the certification statement. The term “will” means Sponsor action taken at appropriate time based on the certification statement focus area, but no later than the end of the project period of performance. This list is not comprehensive and does not relieve the sponsor from fully complying with all applicable statutory and administrative standards. The source of the requirement is referenced within parenthesis.

1. The personnel engaged in project administration, engineering supervision, project inspection and acceptance testing were or will be determined to be qualified and competent to perform the work (Grant Assurance).
 Yes No N/A

2. Construction records, including daily logs, were or will be kept by the resident engineer/construction inspector that fully document contractor’s performance in complying with:
 - a. Technical standards (Advisory Circular (AC) 150/5370-12);
 - b. Contract requirements (2 CFR part 200 and FAA Order 5100.38); and
 - c. Construction safety and phasing plan measures (AC 150/5370-2). Yes No N/A

- 3. All acceptance tests specified in the project specifications were or will be performed and documented. (AC 150/5370-12).
 Yes No N/A

- 4. Sponsor has taken or will take appropriate corrective action for any test result outside of allowable tolerances (AC 150/5370-12).
 Yes No N/A

- 5. Pay reduction factors required by the specifications were applied or will be applied in computing final payments with a summary made available to the FAA (AC 150/5370-10).
 Yes No N/A

- 6. Sponsor has notified, or will promptly notify the Federal Aviation Administration (FAA) of the following occurrences:
 - a. Violations of any federal requirements set forth or included by reference in the contract documents (2 CFR part 200);
 - b. Disputes or complaints concerning federal labor standards (29 CFR part 5); and
 - c. Violations of or complaints addressing conformance with Equal Employment Opportunity or Disadvantaged Business Enterprise requirements (41 CFR Chapter 60 and 49 CFR part 26). Yes No N/A

- 7. Weekly payroll records and statements of compliance were or will be submitted by the prime contractor and reviewed by the sponsor for conformance with federal labor and civil rights requirements as required by FAA and U.S. Department of Labor (29 CFR Part 5).
 Yes No N/A

- 8. Payments to the contractor were or will be made in conformance with federal requirements and contract provisions using sponsor internal controls that include:
 - a. Retaining source documentation of payments and verifying contractor billing statements against actual performance (2 CFR § 200.302 and FAA Order 5100.38);
 - b. Prompt payment of subcontractors for satisfactory performance of work (49 CFR § 26.29);
 - c. Release of applicable retainage upon satisfactory performance of work (49 CFR § 26.29); and
 - d. Verification that payments to DBEs represent work the DBE performed by carrying out a commercially useful function (49 CFR §26.55). Yes No N/A

9. A final project inspection was or will be conducted with representatives of the sponsor and the contractor present that ensure:
- a. Physical completion of project work in conformance with approved plans and specifications (Order 5100.38);
 - b. Necessary actions to correct punch list items identified during final inspection are complete (Order 5100.38); and
 - c. Preparation of a record of final inspection and distribution to parties to the contract (Order 5100.38);
- Yes No N/A
10. The project was or will be accomplished without material deviations, changes, or modifications from approved plans and specifications, except as approved by the FAA (Order 5100.38).
- Yes No N/A
11. The construction of all buildings have complied or will comply with the seismic construction requirements of 49 CFR § 41.120.
- Yes No N/A
12. For development projects, sponsor has taken or will take the following close-out actions:
- a) Submit to the FAA a final test and quality assurance report summarizing acceptance test results, as applicable (Grant Condition);
 - b) Complete all environmental requirements as established within the project environmental determination (Order 5100.38); and
 - c) Prepare and retain as-built plans (Order 5100.38).
- Yes No N/A
13. Sponsor has revised or will revise their airport layout plan (ALP) that reflects improvements made and has submitted or will submit an updated ALP to the FAA no later than 90 days from the period of performance end date. (49 USC § 47107 and Order 5100.38).
- Yes No N/A

Attach documentation clarifying any above item marked with "no" response.

Sponsor's Certification

I certify, for the project identified herein, responses to the forgoing items are accurate as marked and additional documentation for any item marked "no" is correct and complete.

Executed on this 11th day of JUNE, 2020.

Name of Sponsor: City of Moberly, Missouri

Name of Sponsor's Authorized Official: Tom Sanders

Title of Sponsor's Authorized Official: Public Works Director

Signature of Sponsor's Authorized Official: 

I declare under penalty of perjury that the foregoing is true and correct. I understand that knowingly and willfully providing false information to the federal government is a violation of 18 USC § 1001 (False Statements) and could subject me to fines, imprisonment, or both.



**Drug-Free Workplace
Airport Improvement Program Sponsor Certification**

Sponsor: City of Moberly, Missouri
Airport: Omar N. Bradley Airport (MBY)
Project Number: 19-034A-1

Description of Work: Reconstruct Runway 13-31 and Connecting Taxiways. Construct Parallel Taxiway Extension. Install New Medium Intensity Runway Lighting (MIRL) System, Runway 13-31 4-Box PAPI Systems, Runway 13-31 REIL Systems, and Lighted Holding Position Signs

Application

49 USC § 47105(d) authorizes the Secretary to require certification from the sponsor that it will comply with the statutory and administrative requirements in carrying out a project under the Airport Improvement Program (AIP). General requirements on the drug-free workplace within federal grant programs are described in 2 CFR part 182. Sponsors are required to certify they will be, or will continue to provide, a drug-free workplace in accordance with the regulation. The AIP project grant agreement contains specific assurances on the Drug-Free Workplace Act of 1988.

Certification Statements

Except for certification statements below marked as not applicable (N/A), this list includes major requirements of the construction project. Selecting "yes" represents sponsor acknowledgement and confirmation of the certification statement. The term "will" means Sponsor action taken at appropriate time based on the certification statement focus area, but no later than the end of the project period of performance. This list is not comprehensive and does not relieve the sponsor from fully complying with all applicable statutory and administrative standards. The source of the requirement is referenced within parenthesis.

1. A statement has been or will be published prior to commencement of project notifying employees that the unlawful manufacture, distribution, dispensing, possession, or use of a controlled substance is prohibited in the sponsor's workplace, and specifying the actions to be taken against employees for violation of such prohibition (2 CFR § 182.205).

Yes No N/A

2. An ongoing drug-free awareness program (2 CFR § 182.215) has been or will be established prior to commencement of project to inform employees about:
 - a. The dangers of drug abuse in the workplace;
 - b. The sponsor's policy of maintaining a drug-free workplace;
 - c. Any available drug counseling, rehabilitation, and employee assistance programs; and
 - d. The penalties that may be imposed upon employees for drug abuse violations occurring in the workplace.

Yes No N/A

- 3. Each employee to be engaged in the performance of the work has been or will be given a copy of the statement required within item 1 above prior to commencement of project (2 CFR § 182.210).
 Yes No N/A

- 4. Employees have been or will be notified in the statement required by item 1 above that, as a condition employment under the grant (2 CFR § 182.205(c)), the employee will:
 - a. Abide by the terms of the statement; and
 - b. Notify the employer in writing of his or her conviction for a violation of a criminal drug statute occurring in the workplace no later than five calendar days after such conviction. Yes No N/A

- 5. The Federal Aviation Administration (FAA) will be notified in writing within 10 calendar days after receiving notice under item 4b above from an employee or otherwise receiving actual notice of such conviction (2 CFR § 182.225). Employers of convicted employees must provide notice, including position title of the employee, to the FAA (2 CFR § 182.300).
 Yes No N/A

- 6. One of the following actions (2 CFR § 182.225(b)) will be taken within 30 calendar days of receiving a notice under item 4b above with respect to any employee who is so convicted:
 - a. Take appropriate personnel action against such an employee, up to and including termination, consistent with the requirements of the Rehabilitation Act of 1973, as amended; and
 - b. Require such employee to participate satisfactorily in drug abuse assistance or rehabilitation programs approved for such purposes by a federal, state, or local health, law enforcement, or other appropriate agency. Yes No N/A

- 7. A good faith effort will be made, on a continuous basis, to maintain a drug-free workplace through implementation of items 1 through 6 above (2 CFR § 182.200).
 Yes No N/A

Site(s) of performance of work (2 CFR § 182.230):

Location 1

Name of Location: City Hall
Address: 101 W. Reed Street, Moberly, MO 65270

Location 2 (if applicable)

Name of Location:
Address:

Location 3 (if applicable)

Name of Location:
Address:

Attach documentation clarifying any above item marked with "no" response.

Sponsor's Certification

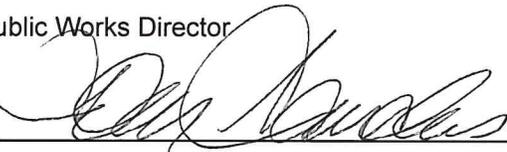
I certify, for the project identified herein, responses to the forgoing items are accurate as marked and additional documentation for any item marked "no" is correct and complete.

Executed on this 11th day of JUNE, 2020.

Name of Sponsor: City of Moberly, Missouri

Name of Sponsor's Authorized Official: Tom Sanders

Title of Sponsor's Authorized Official: Public Works Director

Signature of Sponsor's Authorized Official: 

I declare under penalty of perjury that the foregoing is true and correct. I understand that knowingly and willfully providing false information to the federal government is a violation of 18 USC § 1001 (False Statements) and could subject me to fines, imprisonment, or both.



Equipment and Construction Contracts
Airport Improvement Sponsor Certification

Sponsor: City of Moberly, Missouri
Airport: Omar N. Bradley Airport (MBY)
Project Number: 19-034A-1

Description of Work: Reconstruct Runway 13-31 and Connecting Taxiways. Construct Parallel Taxiway Extension. Install New Medium Intensity Runway Lighting (MIRL) System, Runway 13-31 4-Box PAPI Systems, Runway 13-31 REIL Systems, and Lighted Holding Position Signs

Application

49 USC § 47105(d) authorizes the Secretary to require certification from the sponsor that it will comply with the statutory and administrative requirements in carrying out a project under the Airport Improvement Program (AIP). General procurement standards for equipment and construction contracts within Federal grant programs are described in 2 CFR §§ 200.317-200.326. Labor and Civil Rights Standards applicable to the AIP are established by the Department of Labor (www.dol.gov) AIP Grant Assurance C.1—General Federal Requirements identifies all applicable Federal Laws, regulations, executive orders, policies, guidelines and requirements for assistance under the AIP. Sponsors may use state and local procedures provided the procurement conforms to these federal standards.

This certification applies to all equipment and construction projects. Equipment projects may or may not employ laborers and mechanics that qualify the project as a “covered contract” under requirements established by the Department of Labor requirements. Sponsor shall provide appropriate responses to the certification statements that reflect the character of the project regardless of whether the contract is for a construction project or an equipment project.

Certification Statements

Except for certification statements below marked as not applicable (N/A), this list includes major requirements of the construction project. Selecting “yes” represents sponsor acknowledgement and confirmation of the certification statement. The term “will” means Sponsor action taken at appropriate time based on the certification statement focus area, but no later than the end of the project period of performance. This list is not comprehensive and does not relieve the sponsor from fully complying with all applicable statutory and administrative standards. The source of the requirement is referenced within parenthesis.

1. A written code or standard of conduct is or will be in effect prior to commencement of the project that governs the performance of the sponsor’s officers, employees, or agents in soliciting, awarding and administering procurement contracts (2 CFR § 200.318).

Yes No N/A

- 2. For all contracts, qualified and competent personnel are or will be engaged to perform contract administration, engineering supervision, construction inspection, and testing (Grant Assurance C.17).
 Yes No N/A

- 3. Sponsors that are required to have a Disadvantage Business Enterprise (DBE) program on file with the FAA have included or will include clauses required by Title VI of the Civil Rights Act and 49 CFR part 26 for Disadvantaged Business Enterprises in all contracts and subcontracts.
 Yes No N/A

- 4. Sponsors required to have a DBE program on file with the FAA have implemented or will implement monitoring and enforcement measures that:
 - a. Ensure work committed to Disadvantaged Business Enterprises at contract award is actually performed by the named DBEs (49 CFR § 26.37(b));
 - b. Include written certification that the sponsor has reviewed contract records and has monitored work sites for performance by DBE firms (49 CFR § 26.37(b)); and
 - c. Provides for a running tally of payments made to DBE firms and a means for comparing actual attainments (i.e. payments) to original commitments (49 CFR § 26.37(c)). Yes No N/A

- 5. Sponsor procurement actions using the competitive sealed bid method (2 CFR § 200.320(c)) was or will be:
 - a. Publicly advertised, allowing a sufficient response time to solicit an adequate number of interested contractors or vendors;
 - b. Prepared to include a complete, adequate and realistic specification that defines the items or services in sufficient detail to allow prospective bidders to respond;
 - c. Publicly opened at a time and place prescribed in the invitation for bids; and
 - d. Prepared in a manner that result in a firm fixed price contract award to the lowest responsive and responsible bidder. Yes No N/A

- 6. For projects the Sponsor proposes to use the competitive proposal procurement method (2 CFR § 200.320(d)), Sponsor has requested or will request FAA approval prior to proceeding with a competitive proposal procurement by submitting to the FAA the following:
 - a. Written justification that supports use of competitive proposal method in lieu of the preferred sealed bid procurement method;
 - b. Plan for publicizing and soliciting an adequate number of qualified sources; and
 - c. Listing of evaluation factors along with relative importance of the factors. Yes No N/A

- 7. For construction and equipment installation projects, the bid solicitation includes or will include the current federal wage rate schedule(s) for the appropriate type of work classifications (2 CFR Part 200, Appendix II).
 Yes No N/A

8. Concurrence was or will be obtained from the Federal Aviation Administration (FAA) prior to contract award under any of the following circumstances (Order 5100.38D):

- a. Only one qualified person/firm submits a responsive bid;
- b. Award is to be made to other than the lowest responsible bidder; and
- c. Life cycle costing is a factor in selecting the lowest responsive bidder.

Yes No N/A

9. All construction and equipment installation contracts contain or will contain provisions for:

- a. Access to Records (§ 200.336)
- b. Buy American Preferences (Title 49 U.S.C. § 50101)
- c. Civil Rights - General Provisions and Title VI Assurances(41 CFR part 60)
- d. Federal Fair Labor Standards (29 U.S.C. § 201, et seq)
- e. Occupational Safety and Health Act requirements (20 CFR part 1920)
- f. Seismic Safety – building construction (49 CFR part 41)
- g. State Energy Conservation Requirements - as applicable(2 CFR part 200, Appendix II)
- h. U.S. Trade Restriction (49 CFR part 30)
- i. Veterans Preference (49 USC § 47112(c))

Yes No N/A

10. All construction and equipment installation contracts exceeding \$2,000 contain or will contain the provisions established by:

- a. Davis-Bacon and Related Acts (29 CFR part 5)
- b. Copeland "Anti-Kickback" Act (29 CFR parts 3 and 5)

Yes No N/A

11. All construction and equipment installation contracts exceeding \$3,000 contain or will contain a contract provision that discourages distracted driving (E.O. 13513).

Yes No N/A

12. All contracts exceeding \$10,000 contain or will contain the following provisions as applicable:

- a. Construction and equipment installation projects - Applicable clauses from 41 CFR Part 60 for compliance with Executive Orders 11246 and 11375 on Equal Employment Opportunity;
- b. Construction and equipment installation - Contract Clause prohibiting segregated facilities in accordance with 41 CFR part 60-1.8;
- c. Requirement to maximize use of products containing recovered materials in accordance with 2 CFR § 200.322 and 40 CFR part 247; and
- d. Provisions that address termination for cause and termination for convenience (2 CFR part 200, Appendix II).

Yes No N/A

13. All contracts and subcontracts exceeding \$25,000: Measures are in place or will be in place (e.g. checking the System for Award Management) that ensure contracts and subcontracts are not awarded to individuals or firms suspended, debarred, or excluded from participating in federally assisted projects (2 CFR parts 180 and 1200).

Yes No N/A

14. Contracts exceeding the simplified acquisition threshold (currently \$150,000) include or will include provisions, as applicable, that address the following:

- a. Construction and equipment installation contracts - a bid guarantee of 5%, a performance bond of 100%, and a payment bond of 100% (2 CFR § 200.325);
- b. Construction and equipment installation contracts - requirements of the Contract Work Hours and Safety Standards Act (40 USC 3701-3708, Sections 103 and 107);
- c. Restrictions on Lobbying and Influencing (2 CFR part 200, Appendix II);
- d. Conditions specifying administrative, contractual and legal remedies for instances where contractor or vendor violate or breach the terms and conditions of the contract (2 CFR §200, Appendix II); and
- e. All Contracts - Applicable standards and requirements issued under Section 306 of the Clean Air Act (42 USC 7401-7671q), Section 508 of the Clean Water Act (33 USC 1251-1387, and Executive Order 11738.

Yes No N/A

Attach documentation clarifying any above item marked with "no" response.

Sponsor's Certification

I certify, for the project identified herein, responses to the forgoing items are accurate as marked and additional documentation for any item marked "no" is correct and complete.

Executed on this 11th day of JUNE, 2020.

Name of Sponsor: City of Moberly, Missouri

Name of Sponsor's Authorized Official: Tom Sanders

Title of Sponsor's Authorized Official: Public Works Director

Signature of Sponsor's Authorized Official: 

I declare under penalty of perjury that the foregoing is true and correct. I understand that knowingly and willfully providing false information to the federal government is a violation of 18 USC § 1001 (False Statements) and could subject me to fines, imprisonment, or both.

Jacobs, Matt

To: Tom Sanders
Cc: 12366 - Moberly, MO MOC_Eng.; Flageolle, Chris; Kyle LePage
Subject: Moberly, MO Airport (MBY) - Reconstruct Runway 13-31 - Recommendation of Award and Lochner DRAFT Supp. Agrmnt. No. 1

Tom,

We have completed tabulating and analyzing the bids for the subject project. Based on our analysis of the bids received, we recommend the City of Moberly enter into a contract with the apparent low bidder, *Emery Sapp & Sons, Inc.*, in the amount of \$5,564,703.05 for the subject project. We have reviewed the proposed DBE subcontractors to be used on the project and have verified that *R.F.B. Construction Co., Inc.*; *Centrex Electrical Supply Corp.*; and *Harris Hauling & Supplies, LLC* are approved DBEs in the State of Missouri.

Therefore, attached for the City's use are the following:

1. A draft letter to Mr. Kyle LePage, MoDOT, recommending award, etc., for the referenced project. Please feel free to edit the draft letter as you wish. Email a scanned copy of the signed letter to Mr. LePage. Please copy me on the email.
2. Tabulation of Bids. Please include a PDF copy of the Tabulation in the email to Mr. LePage.
3. Bid Proposal form submitted by *Emery Sapp & Sons, Inc.* Please include a PDF copy of the Proposal form in the email to Mr. LePage.
4. Executed Buy American Certification completed by *Emery Sapp & Sons, Inc.* Please include a PDF copy of the Certification in the email to Mr. LePage.
5. Executed Worker Eligibility Verification Affidavit completed by *Emery Sapp & Sons, Inc.* along with their E-Verify Program Memorandum of Understanding (MOU). Please include a PDF copy of the Affidavit and MOU in the email to Mr. LePage.
6. DBE Participation form completed by *Emery Sapp & Sons, Inc.* along with proof of DBE status of each proposed DBE. Please include a PDF copy of the form and attachments in the email to Mr. LePage.
7. Sponsor Certifications for:
 - Project Plans and Specifications
 - Certification and Disclosure Regarding Potential Conflicts of Interest
 - Construction Project Final Acceptance
 - Drug-Free Workplace
 - Equipment and Construction Contracts

Since the statements included in the Certifications are applicable to the Sponsor's internal policies, please take a few minutes to review them to ensure you are in agreement with the way they have been completed. Then print the Certifications and sign and date in the appropriate locations. Please include scanned copies of the executed Certifications in the email to Mr. LePage.

8. Copy of this email regarding our recommendation of award of contract to *Emery Sapp & Sons, Inc.* Please include a PDF copy of this email in the email to Mr. LePage.
9. Updated Project Budget including the bid proposal amount from *Emery Sapp & Sons, Inc.* Please include a PDF copy of the Budget in the email to Mr. LePage.
10. DRAFT copy of Supplemental Agreement No. 1 for Construction Services along with a sample Record of Negotiations summarizing the steps taken by the City to have the supplement reviewed and the IFE documents provided by Mr. Neil Rood. Please fill out the Record of Negotiations as necessary, and include this along with the DRAFT Supplemental Agreement No. 1 and IFE documents in the email to Mr. LePage. The subject Supplemental Agreement will be finalized and submitted for execution by the City once MoDOT has reviewed and accepted the supplement.

Once the City has received concurrence of award of contract from MoDOT and been offered and accepted a grant for this project, we will proceed with executing the contracts between the City and *Emery Sapp & Sons, Inc.* Please let me know if you have any questions regarding this recommendation of award and associated attachments. Thanks.

Matt Jacobs, PE
Vice President, Aviation
LOCHNER
16105 W. 113th Street, Suite 107
Lenexa, KS 66219
P 816.945.5840
D 816.945.5865
C 816.590.7517
hwlochner.com

Follow Us: [LinkedIn](#) | [Facebook](#) | [Twitter](#)

Please note: Lochner will not change its bank account information or invoice procedures via email. If you receive an email requesting changes of this nature, please contact Paula Tomlins, Director of Finance or Lynette Mantey, Controller at 312-372-7346 prior to making any change.

TOTAL PROJECT BUDGET

OMAR N. BRADLEY AIRPORT (MBY) MOBERLY, MISSOURI

BASE BID

Reconstruct Runway 13-31 (5,000' x 75') and Connecting Taxiways
Construct Parallel Taxiway Extension
Install New Medium Intensity Runway Lighting (MIRL) System,
Runway 13-31 4-Box PAPI Systems, Runway 13-31 REIL Systems,
and Lighted Holding Position Signs

June 10, 2020

\\KAC\PRJ\000012366\TOT_ROW\13-31\PROJECT FILES\ESTIMATE & BUDGET\MBY-Master PayItems.xlsx\BUDGET_WebLowBid

PROJECT FUNDING - DESIGN

MoDOT Grant 19-034A-1 (90%)	\$ 302,040.00
Sponsor Match (10%)	\$ 33,560.00
Subtotal	\$ 335,600.00

PROJECT FUNDING - CONSTRUCTION

MoDOT Grant 19-034A-1 (90%)	\$ 5,430,195.00
CARES Grant (10%)	\$ 603,355.00
Subtotal	\$ 6,033,550.00

TOTAL PROJECT FUNDING \$ 6,369,150.00

PROJECT COSTS - DESIGN

	Sponsor Cost (10%)	MoDOT Cost (90%)	Total Cost
<u>Administrative</u>			
Independent Fee Estimate	\$ 360.00	\$ 3,240.00	\$ 3,600.00
Legal, Advertising, & Permitting (Est.)	\$ 200.00	\$ 1,800.00	\$ 2,000.00
Subtotal	\$ 560.00	\$ 5,040.00	\$ 5,600.00
<u>Engineering</u>			
Basic Services	\$ 20,850.00	\$ 187,650.00	\$ 208,500.00
Special Services	\$ 12,150.00	\$ 109,350.00	\$ 121,500.00
Subtotal	\$ 33,000.00	\$ 297,000.00	\$ 330,000.00
TOTAL PROJECT COSTS - DESIGN	\$ 33,560.00	\$ 302,040.00	\$ 335,600.00

PROJECT COSTS - CONSTRUCTION

	CARES Cost (10%)	MoDOT Cost (90%)	Total Cost
<u>Administrative</u>			
Independent Fee Estimate	\$ 250.00	\$ 2,250.00	\$ 2,500.00
Misc. Administrative Costs	\$ 7.70	\$ 69.30	\$ 77.00
Subtotal	\$ 257.70	\$ 2,319.30	\$ 2,577.00
<u>Construction Services (Est.)</u>			
Prelim. & Construction Services	\$ 36,065.00	\$ 324,585.00	\$ 360,650.00
Closeout Services & AGIS As-Built Survey	\$ 4,500.00	\$ 40,500.00	\$ 45,000.00
Subtotal	\$ 40,565.00	\$ 365,085.00	\$ 405,650.00
<u>Construction</u>			
Construction Costs (Emery Sapp & Sons)	\$ 556,470.30	\$ 5,008,232.70	\$ 5,564,703.00
Subtotal	\$ 556,470.30	\$ 5,008,232.70	\$ 5,564,703.00
<u>Miscellaneous</u>			
L-880(L) 4-Box PAPI (2 Sets)	\$ 4,562.00	\$ 41,058.00	\$ 45,620.00
FAA Flight Check for PAPIs and REILs (Est.)	\$ 1,500.00	\$ 13,500.00	\$ 15,000.00
Subtotal	\$ 6,062.00	\$ 54,558.00	\$ 60,620.00
TOTAL PROJECT COSTS - CONSTRUCTION	\$ 603,355.00	\$ 5,430,195.00	\$ 6,033,550.00

TOTAL PROJECT COSTS (EST.) \$ 636,915 \$ 5,732,235 \$ 6,369,150

Airport: Omar N. Bradley
MoDOT Project No.: 19-034A-1

Airport Name: Omar N. Bradley
Project No.: 19-034A-1
County: Randolph

**AVIATION PROJECT CONSULTANT SUPPLEMENTAL AGREEMENT NO. 1
CONSTRUCTION SERVICES**

THIS SUPPLEMENTAL AGREEMENT NO. 1 for Construction Services is entered into by the City of Moberly, Missouri (hereinafter, "Sponsor") and H.W. Lochner, Inc. (hereinafter, "Consultant").

WITNESSETH:

WHEREAS, the Sponsor and the Consultant entered into an Agreement on October 1st, 2019, to accomplish a project at the Omar N. Bradley Airport, (hereinafter, "Original Agreement"); and

WHEREAS, the Sponsor and the Consultant now desire to enter into Supplemental Agreement No. 1 to otherwise complete, extend or continue the Original Agreement as provided herein.

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

(1) SCOPE OF SERVICES:

(A) The Services to be provided by the Consultant under Supplemental Agreement No. 1 are additional services which are beyond the scope of services provided in the Original Agreement. These additional professional services are generally described and defined in Section (17)(Federal) of the Original Agreement and Exhibit II – SA1, which is attached hereto and incorporated herein by reference.

(2) FEES AND PAYMENTS:

(A) The Consultant shall be reimbursed in accordance with Section (8)(State) or (9)(Federal) of the Original Agreement.

(B) The costs of Supplemental Agreement No. 1 shall be in addition to the cost of the Original Agreement.

(C) The lump sum fee and maximum amount payable included in Section (9)(Federal) of the Original Agreement are hereby modified to be cost plus fixed fee not to exceed as follows:

Airport: Omar N. Bradley
 MoDOT Project No.: 19-034A-1

	ORIGINAL AMOUNT	SUPPLEMENTAL AGREEMENT NO. 1	TOTAL
Fixed Fee	\$29,594.52	\$41,287.28	\$70,881.80
Max. Fee Payable	\$330,000.00	\$405,650.00	\$735,650.00

(D) Estimated costs for the services in Supplemental Agreement No. 1 are defined in Exhibit IV – SA1 and Exhibit V – SA1, which are attached hereto and incorporated herein by reference.

(3) PERIOD OF SERVICE: Exhibit VI, Performance Schedule, of the Original Agreement is hereby revised to include time for the performance of these additional services. The total time to be added to Exhibit VI for completion of these additional services shall be 230 calendar days. The projected completion date shown on Exhibit VI is now revised to 90 Calendar Days from Project Final Acceptance, which includes time for performance of all remaining services in the Original Agreement and the services in Supplemental Agreement No. 1 and submittal of all deliverables.

(4) DISADVANTAGED BUSINESS ENTERPRISE (DBE) REQUIREMENTS:

(A) DBE Goal: The following DBE goal has been established for this Supplemental Agreement No. 1. The dollar value of services and related equipment, supplies, and materials used in furtherance thereof which is credited toward this goal will be based on the amount actually paid to DBE firms. The goal for the percentage of services to be awarded to DBE firms is 0% of the total Supplemental Agreement No. 1 dollar value.

(B) DBE Participation Obtained by Consultant: The Consultant has obtained DBE participation, and agrees to use DBE firms to complete 0% of the total services to be performed under this Supplemental Agreement No. 1 by dollar value. The DBE firms which the Consultant shall use, and the type and dollar value of the services each DBE will perform, is as follows:

DBE FIRM NAME, STREET AND COMPLETE MAILING ADDRESS	TYPE OF DBE SERVICE	TOTAL \$ VALUE OF THE DBE SUBCONTRACT	CONTRACT \$ AMOUNT TO APPLY TO TOTAL DBE GOAL	% OF SUBCONTRACT \$ VALUE APPLICABLE TO TOTAL GOAL
TSi Geotechnical, Inc. 1340 N. Price Rd. St. Louis, MO 63132	Materials Testing	\$13,426.56	\$13,426.56	100%

(5) SUBCONSULTANTS:

Airport: Omar N. Bradley
MoDOT Project No.: 19-034A-1

(A) The Consultant agrees that except for those firms and for those services listed below, there shall be no transfer of engineering services performed under this Supplemental Agreement No. 1 without the written consent of the Sponsor. Subletting, assignment, or transfer of the services or any part thereof to any other corporation, partnership, or individual is expressly prohibited. Any violation of this clause will be deemed cause for termination of this Supplemental Agreement No. 1.

Exceptions (Subconsultant Information):

FIRM NAME	COMPLETE ADDRESS	NATURE OF SERVICES
[REDACTED]	[REDACTED]	[REDACTED]
Woolpert, Inc	343 Fountains Parkway, Suite 100; Fairview Heights, IL 62208	Safety Critical As-Built Survey
[REDACTED]	[REDACTED]	[REDACTED]

(6) ORIGINAL AGREEMENT: Except as otherwise modified, amended, or supplemented by this Supplemental Agreement No. 1, or the Original Agreement between the parties shall remain in full force and effect and the terms of the Original Agreement shall extend and apply to this Supplemental Agreement No. 1.

IN WITNESS WHEREOF, the parties have entered into this Supplemental Agreement No. 1 on the date last written below.

Executed by the Consultant this _____ day of _____, 20 ____.

Executed by the Sponsor this 11 day of June, 20 20.

CONSULTANT

By _____

Title _____

SPONSOR

By [Signature]

Title Public Works Director

ATTEST:

By _____

Title _____

ATTEST:

By Carla Beal

Title Administrative Assistant

EXHIBIT II – SA1
SCOPE OF SERVICES

C. CONSTRUCTION SERVICES

1. Preliminary
 - a. Prepare copies of the Construction Plans and Project Manual for use by the Contractor during construction.
 - b. Develop a **Federal-Construction Observation Program** in accordance with MoDOT requirements.
 - c. Include a sealed, signed and dated copy of the Construction Observation Program (COP) with this executed Supplemental Agreement.
 - d. Attend and conduct a pre-construction conference. Minutes of the conference will be prepared and distributed to all attendees.
2. Provide construction administration, on-site construction observation, and material(s) testing per the COP:
 - a. Provide construction observation services, including preparation of weekly reports and other reports as required by the COP to document the prosecution and progress of the Project.
 - b. Review shop drawings and material certification submittals as provided by the Contractor.
 - c. Perform material(s) testing (field and laboratory) as required by the COP. Estimated lots of acceptance testing is included with Exhibit IV-SA1.
 - d. Respond to field issues throughout the duration of the project.
 - e. Prepare Contractor's progress estimates and Sponsor's request for reimbursement of funds.
 - f. Prepare change orders and supplemental agreements necessary for construction of the project.
 - g. Attend and conduct a final review of the Project with the Sponsor, MoDOT, and the Contractor
3. Project Closeout Phase
 - a. Prepare and submit to the Sponsor and MoDOT one (1) electronic set of record drawings on a compact disc (CD) in .pdf format copied to a single file.
 - b. Prepare and submit to the Sponsor and MoDOT a Final Testing Report as required by the COP.

- c. Prepare and submit to the Sponsor an updated **Airport Layout Plan (ALP)** showing as-built conditions. All ALP sheets affected by the project will be updated. The sponsor will approve and sign as necessary and forward four (4) full size copies to MoDOT for approval. MoDOT will distribute the copies as one (1) to the Sponsor, one (1) to MoDOT, one (1) to FAA, and one (1) to the Consultant. An electronic copy of the updated sheets will be submitted to both MoDOT and the City in .pdf format, with CADD files submitted to the City.
- d. Provide MoDOT with all closeout documents as required for project final acceptance.
- e. Safety Critical As-Built Survey of Runway 13-31. See Attachment "Safety Critical As-Built Survey".

Exhibit IV-SA1

DERIVATION OF CONSULTANT PROJECT COSTS (CONSTRUCTION)

RECONSTRUCT RUNWAY 13-31 (5,000' X 75')

230 CALENDAR DAY CONSTRUCTION

OMAR N. BRADLEY AIRPORT
MOBERLY, MISSOURI

CONSTRUCTION SERVICES
June 3, 2020

1. DIRECT SALARY COSTS:

<u>TITLE</u>	<u>HOURS</u>	<u>RATE/HOUR</u>	<u>COST (\$)</u>
Principal	26	\$75.00	\$ 1,950.00
Project Manager	104	\$60.00	\$ 6,240.00
Construction Observer II	1843	\$40.00	\$ 73,720.00
Construction Observer I	452	\$30.00	\$ 13,560.00
Electrical Engineer	0	\$50.00	\$ -
Airport Planner	24	\$45.00	\$ 1,080.00
Design Engineer I	112	\$38.00	\$ 4,256.00
Technician	239	\$30.00	\$ 7,170.00
Administrative Asst.	46	\$25.00	\$ 1,150.00
Total Direct Salary Costs			= \$ 109,126.00

2. LABOR AND GENERAL ADMINISTRATIVE OVERHEAD:

Percentage of Direct Salary Costs @ 152.23% = \$ 166,122.51

3. SUBTOTAL:

Items 1 and 2 = \$ 275,248.51

4. PROFIT:

15% of Item 3 Subtotal = \$ 41,287.28

Subtotal of Items 3 and 4 \$ 316,535.79 Not to Exceed

5. OUT-OF-POCKET EXPENSES:

- a. Mileage 37,000 miles @\$0.58/mile = \$ 21,275.00
- b. Meals 204 days @ \$55.00/day = \$ 11,220.00
- c. Motel 180 days @ \$96.00/day = \$ 17,280.00
- d. Materials & Supplies = \$ 1,009.52

Total Out-of-Pocket Expenses = \$ 50,784.52 Not to Exceed

6. SUBCONTRACT COST:

- a. TBD, Inc.: Materials Testing \$13,426.56 Estimated
*See Attached Materials Testing Scope
 - b. Woolpert: Safety Critical As-Built Survey \$24,903.14 Estimated
*See Attached As-Built Survey Scope
- Total Subcontract Costs = \$38,329.70 Not to Exceed

7. MAXIMUM TOTAL FEE:

Items 3, 4, 5 and 6 \$ 405,650.00 Not to Exceed

ENGINEERING CONSTRUCTION SERVICES - COST BREAKDOWN

RECONSTRUCT RUNWAY 13-31 (5,000' X 75')

OMAR N. BRADLEY AIRPORT
MOBERLY, MISSOURI

CONSTRUCTION SERVICES
June 3, 2020

Classification:	Principal	Project	Construction	Construction	Electrical	Airport	Design	Technician	Admin.	Other
Hourly Rate:	\$217.55	Manager	Observer II	Observer I	Engineer	Planner	Engineer I		Assistant	Costs
		\$174.04	\$116.03	\$87.02	\$145.03	\$130.53	\$110.22	\$87.02	\$72.52	
C. CONSTRUCTION SERVICES										
1. Preliminary:										
Total =	\$12,200.00	\$435.10	\$2,784.62	\$928.21	\$0.00	\$0.00	\$2,645.39	\$2,610.58	\$2,175.48	\$ 620.63
2. Project Administration and Construction Observation:										
Total =	\$348,450.00	\$5,221.16	\$11,486.55	\$211,515.03	\$39,332.75	\$0.00	\$6,833.92	\$11,225.50	\$435.10	\$ 62,399.99
3. Project Closeout Phase:										
Total =	\$45,000.00	\$0.00	\$3,828.85	\$1,392.31	\$0.00	\$3,132.70	\$2,865.84	\$6,961.55	\$725.16	\$ 26,093.60
TOTAL =	\$405,650.00									

- (1) Mileage, Motel and Meals
- (2) Equipment, Materials and Supplies
- (3) Vendor Services

Exhibit VSA1-1

Exhibit VSA1

Attachment
"Safety Critical As-Built Survey"



June 10, 2020

Matt Jacobs, PE
Vice President, Aviation
Lochner
16105 W. 113th Street
Lenexa, KS 66219

RE: Proposal: Aeronautical Survey at Omar N. Bradley (MBY) Airport

Dear Mr. Jacobs:

We appreciate the opportunity to provide a proposal for supporting Lochner with geospatial services at the Omar N. Bradley Airport (MBY) in Moberly, MO. The fee and bulleted list of scope functions is understood to be completed in accordance with the FAA Advisory Circulars 150/5300-16B, -17C, change 1 and -18B, change 1.

Project Understanding

Woolpert was previously contracted to perform the design phase of a Design/As-Built Instrument Procedure Development survey. This project is focused on the as-built of the extended Runway 13/31. Woolpert's role will be focused on performing this main task:

- 1) Safety Critical As-Built for Recently Extended Runway 13/31.

Task 01 - Safety Critical As-Built for Recently Extended Runway 13/31

- Utilize the Safety Critical, with Design Data project created as part of the previous contract.
 - Develop as-built AGIS plans as required.
- As-Built ground survey to be performed by Woolpert.
- Establish photogrammetric control and collect stereo imagery covering the airport property as shown in Attachment A.
 - Estimated 5 control points and 5 check points.
 - Collect imagery at a ground sample distance of 0.50', flight layout will be provided.
- Geo-referencing of aerial photography.
- Runway critical point survey on all modified runways.
- Runway profile survey on all modified runways.
- Navigational aid inventory for any new/relocated NAVAIDs, including the associated perpendicular points.
- Develop an AGIS compliant data file containing the as-built safety critical data required to validate the instrument approach procedure development.
- Development of new ortho-photography of the airport property.
 - Pixel resolution of 0.5-feet.
- Develop the final as-built reports to AGIS.
 - Imagery Acquisition Report
 - Final Project Report



Fee Estimate Breakdown

Fee Estimate	
Safety Critical As-Built Project Total =	\$24,903.14

The proposed fee estimates are valid for ninety (90) days from proposal date.

Please don't hesitate to contact me to discuss any comments or questions you may have (618.632.2813).

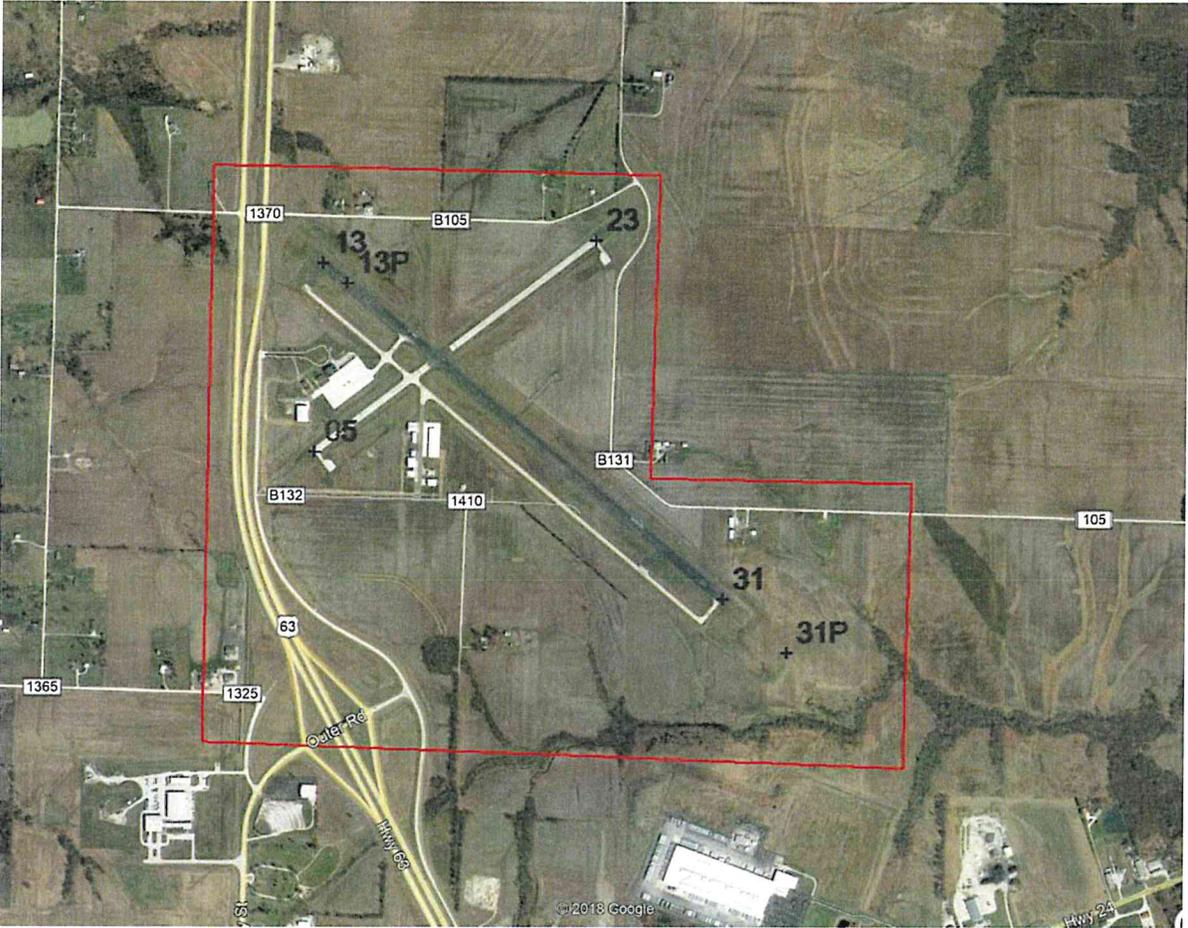
Sincerely,

Woolpert, Inc.
Melissa M Rank, PLS
Aviation Project Manager
Associate

Woolpert, Inc.
Eric Risner, PS, PMP, IAM
Aviation Practice Leader
Senior Associate



Attachment A: As-Built Imagery Limits



**Attachment B: Feature Collection (where applicable)**

- Airport Control Points
- Coordinate Grid Area
- Marking Area (Runway only)
- Marking Line (Runway only)
- NAVAID Equipment
- Obstacle
- Obstruction Area
- Obstruction ID Surface
- Runway
- Runway Blast Pad
- Runway Centerline
- Runway Element
- Runway End
- Runway Helipad Design Surfaces – shape only for RSA, OFA, OFZ, RPZ
- Runway Intersection
- Runway Label
- Runway LAHSO
- Touch Down Lift Off



Attachment C: Exhibit 4

DERIVATION OF CONSULTANT PROJECT COSTS

OMAR N. BRADLEY (MSY)
MOBERLY, MO

AERONAUTICAL GEOSPATIAL SERVICES

Base Price: \$100,000

1 DIRECT SALARY COSTS:

TITLE	HOURS	RATE/HOUR	COST (\$)
Project Director	1.0	\$ 84.01	\$54.01
Project Manager	3.0	\$ 40.48	\$323.60
Project Surveyor	20.0	\$ 31.14	\$622.80
Photogrammetrist	15.0	\$ 34.91	\$558.55
Sr Photogrammetric Technician	24.0	\$ 27.23	\$653.52
Jr Photogrammetric Technician	50.0	\$ 20.74	\$1,244.40
Survey Crew Chief	44.0	\$ 25.48	\$1,154.24
Survey Technician	3.0	\$ 21.15	\$ 63.00
Drafter	50.0	\$ 25.48	\$1,274.00
Administrative	2.0	\$ 20.71	\$41.42

Total Direct Salary Costs - \$5,946.55

2 LABOR AND GENERAL ADMINISTRATIVE OVERHEAD:

Percentage of Direct Salary Costs @ 18.00% - \$10,895.27

3 SUBTOTAL:

Items 1 and 2 - \$16,841.82

4 PROFIT:

10 % of Item 3 Subtotal - \$1,684.32

Subtotal \$16,526.14 Lump Sum Fee

5 OUT-OF-POCKET EXPENSES:

a. Equipment	40.0 Hours @	\$8.00 / Hour =	\$352.00
b. Vehicle	5.0 Days @	\$70.00 / Day =	\$350.00
c. Meals	5.0 Days @	\$55.00 / Day =	\$275.00
d. Motel	5.0 Nights @	\$94.00 / Night =	\$470.00
e. Hard Drives	3.0 Units @	\$125.00 / Unit =	\$375.00

Total Out-of-Pocket Expenses - \$1,822.00 Not to Exceed

6 SUBCONTRACT COSTS:

Imagery Acquisition Firm	-	\$4,555.00
n/a	-	\$0.00
n/a	-	\$0.00

\$4,555.00 Not to Exceed

7 MAXIMUM TOTAL FEE:

Items 1, 2, 3, 4, 5 and 6 - \$24,903.14



Attachment D: Exhibit 5

OMAR N. BRADLEY (MAY) DESIGN/AS-BUILT MOBERLY, MO											
AERONAUTICAL SURVEY SERVICES											
Classification Gross Hourly Rate:	Project Director \$199.42	Project Manager \$125.00	Project Surveyor \$97.02	Photogrammetrist \$64.83	Sr. Photogrammetric Technician \$54.61	Jr. Photogrammetric Technician \$42.81	Survey Crew Chief \$92.44	Survey Technician \$65.02	Drafter \$79.38	Administrative \$64.52	Other Costs
A. BASIC SERVICES											
1. Preliminary Phase: Total = \$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00
2. Design Phase: Total = \$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00
3. Bidding Phase: Total = \$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00
PART A SUBTOTAL = \$0.00											
B. SPECIAL SERVICES											
1. AGIS Design Approach Survey: Total = \$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00
2. Update A-LP Base Mapping: Total = \$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00
3. AGIS As-Built Survey: Total = \$24,903.14	\$199.42	\$1,003.24	\$1,940.40	\$2,035.92	\$3,876.60	\$3,876.60	\$2,627.36	\$0.00	\$3,969.00	\$129.04	\$5,377.00
4. FAR Part 77 Obstruction Analysis: Total = \$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00
5. Geotechnical: Total = \$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00
PART B SUBTOTAL = \$24,903.14											
GRAND TOTAL = \$24,903.14											
Overhead Rate	Project Director	Project Manager	Project Surveyor	Photogrammetrist	Sr. Photogrammetric Technician	Jr. Photogrammetric Technician	Survey Crew Chief	Survey Technician	Drafter	Administrative	Other Costs
(1) Mileage, Meals and Meals	\$199.42	\$125.00	\$97.02	\$165.76	\$64.83	\$42.81	\$92.44	\$65.02	\$79.38	\$64.52	\$0.00
(2) Equipment, Materials and Supplies	1	6	20	15	24	60	44	0	50	2	0
(3) Computer Services											
(4) Vendor Services											
(5) Other (Identify)											
Total Hours Per Classification											

**ATTACHMENT
"MATERIALS TESTING"**



1340 North Price Road
St. Louis, MO 63132
314.373.4000 T
314.227.6622 F

www.tsigeotech.com

PROFESSIONAL SERVICES SINCE 1989

June 10, 2020

Mr. Chris Flageolle, PE
LOCHNER
16105 W. 113th Street, Suite 107
Lenexa, Kansas 66219

**RE: Material Testing Services
Omar N. Bradley Airport
Salem, Missouri
TSI Proposal No. SLM20145.00**

Dear Mr. Flageolle:

TSi Geotechnical Inc. (TSi) a certified **WBEMBE/DBE** firm, is pleased to present the following proposal to provide material testing services during related to work at the Omar N. Bradley Airport in Moberly, Missouri. TSi understands the testing services will be related to lab testing (soil, aggregate) and concrete. Services for this work will be coordinated being between TSi's St. Louis office and a designated representative from Lochner. TSi understands that the work consists of New lime-treated subgrade, aggregate base and Approximately 10,000 Cubic-yards of new concrete pavement.

SCOPE OF SERVICES

We propose to provide construction observation soil and material testing services for the new construction. The following are construction testing services that we anticipate will be performed during the construction phase of the project:

- Evaluate earth fill and crushed stone aggregates to be used as fill and/or backfill. This evaluation would include the performance of Standard Proctor tests in accordance with ASTM D 698.
- Perform tests on concrete delivered to the project site. This would include slump (ASTM C 143), air entrainment (ASTM C 173 or C 231), temperature test (ASTM C 1064), and preparation of beam samples. Sampling and testing will be performed as specified in the project specification. TSi will also perform concrete flexural strength tests (ASTM C 78) on test beams made in the field. Two test beams will be made for each sub lot and tested at twenty-eight days. Prior to testing each beam will be measured and weighed for purpose of unit weight determination.
- At the completion of the project, a closeout letter will be prepared summarizing all testing results for the project.

PROPOSAL FOR CONSTRUCTION MATERIALS TESTING

Omar N. Bradley Airport

June 10, 2020

Page 2

COMPANY INFORMATION

Founded in 1989, TSi Geotechnical, Inc. (M/W/DBE) is a specialized practice in geotechnical engineering, drilling, construction observation and materials testing. TSi provides soil and foundation studies for buildings, bridges, retaining walls, and other structures, and to provide geotechnical consulting engineering services for new dams, roadways, slope stability assessments, seismic analysis and mine subsidence studies. TSi also performs laboratory testing, field-testing and construction observation and testing related to foundation construction, earthwork, concrete, asphalt, aggregates and other construction materials.

TSi's construction observation and materials testing department is professional and well trained in many aspects of construction services. Our capabilities include, but are not limited to:

- Observing fill placement and measuring the level of compaction
- Observing the construction of shallow and deep foundations, including examining the bearing materials for drilled piers and piles.
- Installing instrumentation and monitoring the settlement of fill materials
- Performing field tests on aggregate, concrete, asphalt, steel and masonry materials.
- Coring concrete and asphalt to obtain samples for testing.

TSi takes pride in our commitment to safety and our safety program. This program is a top priority for TSi. We actively encourage safety consciousness, expecting everyone to be cautious while working at TSi. It is our responsibility to make a safe work environment for our employees and we take this responsibility seriously.

In general, both TSi's total staff and local office minority staff should account for about 60% of our fee and women about 6%. The women will be a part of the minority staff.

PROPOSAL FOR CONSTRUCTION MATERIALS TESTING

Omar N. Bradley Airport

June 10, 2020

Page 3

DOCUMENTATION

TSi will document data and pertinent observations made in the field using handwritten forms. After office review and approval, final copies of field and laboratory reports will be sent to Lochner and designated parties involved in the project. At the conclusion of the project a summary letter including all project test results will be prepared and sent to Lochner.

ASSUMPTIONS/CLARIFICATIONS

In preparing this scope of services and cost estimate, TSi has made the following assumptions:

1. It is assumed that concrete pavement will be placed over a 5 day period, beginning on a Monday and ending on a Friday.
2. As the actual construction schedule can vary, the actual number of trips required to perform the aforementioned scope of services could vary.

FEE

We propose to perform the field, laboratory, and supervisory services on a time and expense basis in accordance with the attached Summary of Unit Rates, Special testing or personnel required that are not included in the attached Summary of Unit Rates would be billed in accordance with the Schedule of Fees in effect at the time services are performed.

TSi estimates the cost associated with the construction and materials testing services to be \$13,426.56. This estimate is based on review of the project testing frequencies provided to TSi via email dated June 10, 2020. TSi has estimated approximately 10 trips to perform the previously described scope of services. A breakdown of cost is included in the attached Summary of Time and Materials Estimate. If additional trips greater than the estimated 10 trips are required, then additional charges will incur above the previously estimated dollar amount. This cost estimate is based only upon initial testing. Retests of failed areas will be performed in accordance with the attached Summary of Unit Rates.

PROPOSAL FOR CONSTRUCTION MATERIALS TESTING

Omar N. Bradley Airport

June 10, 2020

Page 4

ACCEPTANCE

If this proposal meets your approval, please formally authorize the material testing and inspection services previously described by signing the acceptance at the end of this proposal and returning one copy to our office.

We appreciate this opportunity to be of service to the Lochner and look forward to working with you on this project. If you have any questions or would like to discuss any aspect of this proposal, please contact us at 314 373.4052.

Sincerely,

TSI GEOTECHNICAL, INC.



Andrew DeClue
Manager of Construction Services



Denise B. Hervey P.E.
Principal

- Attachments: Statement of Terms and Conditions
- Summary of Unit Rates
- Summary of Time and Materials Estimate

Accepted by:

LOCHNER

Printed Name

Date

Signature

Title

Note: The contents of this proposal are confidential and shall not be distributed to any person(s) other than those for whom this proposal was intended.



To assure an understanding of matters related to our mutual responsibilities, these terms and conditions for professional engineering services are made a part of the agreement for the TSi Geotechnical, Inc. (Engineer) services, as described in a separate proposal to the Client:

AMENDMENTS

This agreement may be amended in writing providing both the Client and Engineer agree to such modifications.

COMPENSATION FOR ENGINEERING SERVICES

The basis for compensation will be as identified in the proposal.

- When "Lump Sum" payment is utilized, it shall include all labor and expenses (for the scope of work as defined in the proposal) incurred by the Engineer and shall not exceed the fixed payment amount without prior authorization of the Client.
- When "Time and Materials" is utilized, it shall be computed by a multiplier factor times salary cost plus reimbursable expenses.
- The "Salary Costs" means the direct labor and wages paid to all engineering personnel engaged directly on the work plus the cost of customary and statutory benefits including social security contributions, unemployment, health, sick leave, vacation, Workmen's Compensation, incentive and holiday pay applicable thereto.
- "Reimbursable Expenses" means the actual expenses incurred directly or indirectly in connection with the work including but not limited to the following: Transportation and subsistence, toll telephone calls, telegrams, reproduction or printing, computer time and outside consultants.
- The "Multiplier" is a factor for general direct overhead, indirect costs, profit and other costs. The Multiplier factor rate shall be identified in the agreement.

TIME OF PAYMENT

The Engineer may submit monthly invoices for services and expenses based upon the proportion of the actual work completed at the time of billing. Unless provided for otherwise, payments for engineering services will be due and payable thirty (30) calendar days from the date of the Engineer's invoice.

LATE PAYMENT

If the Owner fails to make any payment due the Engineer for services and expenses within sixty (60) days, a service charge of 1.5 % per month will be added to the Client's invoice. This is an annual rate of 18 %.

WAIVER OF SUBROGATION

To the extent damages are covered by property insurance during construction, Client and Engineer waive all rights against each other and against the Owner, Client, Engineer, contractors, consultants, subconsultants, agents and employees of the other for damages, except such rights as they may have to the proceeds of such insurance. Engineer Client, or Owner, as appropriate, to the extent as allowed by law, shall require of the Contractor, other consultants, subcontractors, agents and employees of any of them similar waivers in favor of the other parties enumerated herein.

LIMITATION OF LIABILITY

In recognition of the relative risks and benefits of the Project to both the Client and the Engineer, the risks have been allocated such that the Client agrees, to the fullest extent permitted by law, to limit Engineer's liability to Client on the project for any and all claims, losses, costs, damages of any nature whatsoever or claims expenses from any cause or causes, including, but not limited to,



TERMS AND CONDITIONS

LIMITATION OF LIABILITY, Continued

claims of negligence, breach of contract, negligent errors or omissions, negligent misrepresentation or any other tort or contract theory, arising out of the work performed for Client or the Owner and for which legal liability may be found to rest upon Engineer, so that the total aggregate liability of the Engineer to Client shall not exceed \$50,000.00, or Engineer's total fee for services on the Project, whichever is greater. Additional limits of liability may be negotiated and made a part of this Agreement for an additional fee. It is intended that this limitation apply to any and all liability or cause of action however alleged or arising, unless otherwise prohibited by law.

Notwithstanding any other provision in this Agreement, and to the fullest extent permitted by law, neither the Client nor the Engineer, their respective officers, directors, partners, employees, contractors or subconsultants shall be liable to the other or shall make any claim for any incidental, indirect or consequential damages arising out of or connected in any way to the Project or to this Agreement. This mutual waiver of consequential damages shall include, but is not limited to, loss of use, loss of profit, loss of business, loss of income, delay damages, loss of reputation or any other consequential damages that either party may have incurred from any cause of action including negligence, strict liability, breach of contract and breach of strict or implied warranties. Both Client and Engineer shall require similar waivers of consequential damages protecting all the entities or persons named herein in all contracts and subcontracts with others involved in the project.

Limitations on liability, waivers and indemnities in this Agreement are business understandings between the parties and shall apply to all legal theories of recovery, including breach of contract or warranty, breach of fiduciary duty, tort (including negligence), strict or statutory liability, or any other cause of action, provided that these limitations on liability, waivers and indemnities will not apply to any losses or damages that may be found by a trier of fact to have been caused by the Engineer's gross negligence or willful misconduct. The parties also agree that Client will not seek damages in excess of the contractually agreed-upon limitations set forth above, either directly or indirectly through suits against other parties who may join the Engineer as a third-party defendant, and that this limitation of liability provision shall not be read to conflict with the indemnity or insurance provisions of this Agreement.

TERMINATION

Either party may terminate this agreement upon written notice. Any termination shall only be for good cause such as for legal, unavailability of adequate financing or major changes in the work. In the event of any termination, the Engineer will be paid for all services and expenses rendered to the date of termination on a basis of salary cost times a multiplier of 2.55 (if not previously provided for) plus reimbursable expenses, plus reasonable termination costs.

REUSE OF DOCUMENTS

All documents including drawings and specifications furnished by Engineer pursuant to this Agreement are instruments of these services with respect to the work. They are not intended or represented to be suitable for reuse by Client or others on extensions of this work, or on any other work. Any reuse without specific written verification or adaptation by Engineer will be at Client's sole risk, and without liability of Engineer, and Client shall indemnify and hold harmless engineer from all claims, damages, losses and expenses including attorneys fees arising out of or resulting there from. Any such verification or adaptation will entitle engineer to further compensation at rates to be agreed upon by Client and Engineer.

ESTIMATES OF COST FOR CONSTRUCTION PROJECTS

Since the Engineer has no control over the cost of labor, materials or equipment or over a Contractor(s) method of determining prices, or over competitive bidding or market conditions, his opinions of probable Project Cost or Construction Costs that may be provided for herein are to be made on the basis of his experience and qualifications and represent his best judgment as a design professional familiar with the construction industry, but Engineer cannot and does not guarantee that proposals, bids or the construction cost will not vary from opinions of probable cost prepared by him.

**Summary of Unit Rates [2020]
Omar N Bradley
Moberly, Missouri**

Personnel

Technician	\$ 64.00/hour
Project Manager	\$ 95.00/hour
Project Assistant	\$ 40.00/hour
*OT billed at 1.5 times normal rate	

Equipment

Mileage	\$ 0.58/mile
Nuclear Gauge (ASTM D 6938)	\$ 21.00/ day
Per Diem	\$ 125.00/day

Laboratory – Soils/Aggregates

Standard Proctor (ASTM D 698) Method A/B	\$200.00/test
Standard Proctor (ASTM D 698) Method C	\$205.00/test
Atterberg Limit (ASTM D 4318)	\$75.00/test
Moisture Content	\$ 5.50/test

Laboratory –Concrete

Flexural Strength of Concrete Beams (ASTM C 78)	\$ 36.00/test
Beam Densitys	\$ 25.00/test

Summary Time and Materials Estimate
Omar N. Bradley Airport
Moberly, Missouri

6/10/2020
page 1

P-155, P-208/209/219

Assumptions:

1. Three (3) trips at six (6) hours to pick-up samples for proctor testing and return to lab.

Technician	18.00	hours	@	\$ 64.00	hour	\$ 1,152.00
Mileage	918.00	miles	@	\$ 0.58	mile	532.44
Standard Proctor (Method A)	1.00	tests	@	\$ 200.00	test	200.00
Standard Proctor (Method C)	2.00	tests	@	\$ 205.00	test	410.00
Atterberg (ASTM D4318)	1.00	tests	@	\$ 75.00	test	75.00
Moisture Content	3.00	tests	@	\$ 8.00	test	24.00
Project Manager	2.00	hours	@	\$ 95.00	hour	190.00
					Total	\$ 2,583.44

P-501 Portland Cement Pavement (Option 2)

Assumptions: Pavement to be poured over a 5-day period.

1. Five (5) days onsite at ten (10) hours per day to test concrete.
2. Two (2) sets of beams cast per subplot, four (4) subplots per lot. Lot consists of one (1) days placement.
3. Technician to travel to site beginning of week, and stay in area and return to st. louis on at end of week
4. Two (2) trips at six (6) hours to pick up cylinders and return to lab.

Technician	60.00	hours	@	\$ 64.00	hour	\$ 3,840.00
Technician, OT	12.50	hours	@	\$ 96.00	hour	1,200.00
Mileage	1,264.00	miles	@	\$ 0.58	mile	733.12
Concrete Beams (ASTM C 78)	50.00	tests	@	\$ 36.00	test	1,800.00
Beam Density	50.00	tests	@	\$ 25.00	test	1,250.00
Per Diem	6.00	days	@	\$ 125.00	day	750.00
Project Manager	10.00	hours	@	\$ 95.00	hour	950.00
Project Assistant	8.00	hours	@	\$ 40.00	hour	320.00
					Total	\$ 10,843.12

Total \$ 13,426.56

ROOD & ASSOCIATES

Mr. Tom Sanders
Director of Public Works
City of Moberly, MO
101 W. Reed Street
Moberly, MO 65270

June 9, 2020

Subject: Omar N. Bradley Airport (MBY)
Moberly, Missouri
Reconstruct Runway 13-31
Construction Services
Independent Fee Estimate

Dear Mr. Sanders:

In accordance with my letter proposal dated June 4, 2020 please find the attached Independent Fee Estimate spreadsheets for the subject project.

This estimate was prepared in conformity with provisions relating to formal consultant/sponsor negotiations described in Federal Aviation Administration Advisory Circular 150/5100-14E. The titles on the provided spreadsheets have been revised to reflect "INDEPENDENT FEE ESTIMATE" to differentiate them from the engineer's proposal.

If you require additional supporting information, please feel free to contact me at any time.

Sincerely,



Neil E. Rood, P.E.
Aviation Consultant

Exhibit IV-SA1

INDEPENDENT FEE ESTIMATE

RECONSTRUCT RUNWAY 13-31 (5,000' X 75')

230 CALENDAR DAY CONSTRUCTION

OMAR N. BRADLEY AIRPORT
MOBERLY, MISSOURI

CONSTRUCTION SERVICES
June 9, 2020

1. DIRECT SALARY COSTS:

<u>TITLE</u>	<u>HOURS</u>	<u>RATE/HOUR</u>	<u>COST (\$)</u>
Principal	25	\$75.00	\$ 1,875.00
Project Manager	164	\$65.00	\$ 10,660.00
Construction Observer II	1696	\$45.00	\$ 76,320.00
Construction Observer I	413	\$38.00	\$ 15,694.00
Electrical Engineer	16	\$65.00	\$ 1,040.00
Airport Planner	16	\$43.00	\$ 688.00
Design Engineer I	130	\$42.00	\$ 5,460.00
Technician	90	\$27.00	\$ 2,430.00
Administrative Asst.	47	\$23.00	\$ 1,081.00
Total Direct Salary Costs			= \$ 115,248.00

2. LABOR AND GENERAL ADMINISTRATIVE OVERHEAD

Percentage of Direct Salary Costs @ 180.00% = \$ 207,446.40

3. SUBTOTAL:

Items 1 and 2 = \$ 322,694.40

4. PROFIT:

15% of Item 3 Subtotal = \$ 48,404.16

Subtotal of Items 3 and 4 \$ 371,098.56 Not to Exceed

5. OUT-OF-POCKET EXPENSES:

- a. Mileage 41,000 miles @\$0.58/mile = \$ 23,575.00
- b. Meals 224 days @ \$55.00/day = \$ 12,320.00
- c. Motel 210 days @ \$96.00/day = \$ 20,160.00
- d. Materials & Supplies = \$ 250.00

Total Out-of-Pocket Expenses = \$ 56,305.00 Not to Exceed

6. SUBCONTRACT COST:

- a. TBD, Inc.: Materials Testing \$45,000.000 Estimated
*See Attached Testing Scope

Total Subcontract Costs = \$ 45,000.00 Not to Exceed

7. MAXIMUM TOTAL FEE:

Items 3, 4, 5 and 6 \$ 472,403.56 Not to Exceed

ENGINEERING CONSTRUCTION SERVICES - COST BREAKDOWN

RECONSTRUCT RUNWAY 13-31 (5,000' X 75')

OMAR N. BRADLEY AIRPORT
MOBERLY, MISSOURI

CONSTRUCTION SERVICES
June 9, 2020

Classification: Hourly Rate:	Principal \$241.50	Project Manager \$209.30	Construction Observer II \$144.90	Construction Observer I \$122.36	Electrical Engineer \$209.30	Airport Planner \$138.46	Design Engineer I \$135.24	Technician \$86.94	Admin. Assistant \$74.06	Other Costs	
C. CONSTRUCTION SERVICES											
1. Preliminary:											
Total =	\$11,546.01	1 \$241.50	11 \$2,302.30	20 \$2,898.00	0 \$0.00	0 \$0.00	0 \$0.00	24 \$3,245.76	6 \$521.64	26 \$1,925.56	(1,2) \$ 411.25
2. Project Administration and Construction Observation:											
Total =	\$439,872.20	24 \$5,796.00	131 \$27,418.30	1666 \$241,403.40	413 \$50,534.68	16 \$3,348.80	0 \$0.00	64 \$8,655.36	20 \$1,738.80	6 \$444.36	(1,2,3) \$ 100,532.50
3. Project Closeout Phase:											
Total =	\$20,985.35	0 \$0.00	22 \$4,604.60	10 \$1,449.00	0 \$0.00	0 \$0.00	16 \$2,215.36	42 \$5,680.08	64 \$5,564.16	15 \$1,110.90	(1,2,3) \$ 361.25
TOTAL =											\$472,403.56

- (1) Mileage, Motel and Meals
- (2) Equipment, Materials and Supplies
- (3) Vendor Services

Exhibit V-SA2.1

Exhibit V-SA2

City of Moberly City Council Agenda Summary

Agenda Number: _____ #2.

Department: Public Works

Date: July 6, 2020

Agenda Item: An Ordinance Accepting The Bid Of And Authorizing The City Manager To Enter Into A Construction Agreement With Emery Sapp & Sons, Inc., For The Runway Reconstruction At Omar N. Bradley Airport.

Summary: We advertised for bids and they were opened Tuesday, June 9, 2020 at 11:00 am. Attached is the bid tab.

Staff recommends approval of this.

Recommended

Action: Approve this ordinance.

Fund Name: Airport Fund-Contractual Services

Account Number: 120.000.5408

Available Budget \$: 156,007.04-

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

BILL NO. _____

ORDINANCE NO. _____

AN ORDINANCE ACCEPTING THE BID OF AND AUTHORIZING THE CITY MANAGER TO ENTER INTO A CONSTRUCTION AGREEMENT WITH EMERY SAPP & SONS, INC., FOR THE RUNWAY RECONSTRUCTION AT OMAR N. BRADLEY AIRPORT.

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

SECTION ONE: As part of Missouri Department of Transportation Project No. 19-034A-1, city staff sought bids runway reconstruction, connecting taxiways and associated infrastructure at Omar N. Bradley Airport.

SECTION TWO: Five bids were received with the bid of Emery Sapp & Sons, Inc., being the lowest responsible bid in the amount of Five Million Five Hundred and Sixty Four Thousand Seven Hundred and Three Dollars and 5/100 (\$5,564,703.05).

SECTION THREE: The Moberly City Council hereby accepts the bids of Emery Sapp & Sons, Inc., and authorizes the City Manager or his designee to enter into a construction agreement for the bid amount.

SECTION FOUR: This Ordinance shall be in full force and effect from and after its passage and adoption by the Council of the City of Moberly, Missouri, and its signature by the officer presiding at the meeting at which it was passed and adopted.

PASSED AND ADOPTED by the Council of the City of Moberly, Missouri, this 6th day of July, 2020.

ATTEST:

Presiding Officer at Meeting

City Clerk



TABULATION OF BIDS

OMAR N. BRADLEY AIRPORT (MBY)
MOBERLY, MISSOURI

BASE BID
Reconstruct Runway 13-31 (5,000' x 75') and Connecting Taxiways
Construct Parallel Taxiway Extension
Install New Medium Intensity Runway Lighting (MIRL) System,
Runway 13-31 4-Box PAPI Systems, Runway 13-31 REIL Systems,
and Lighted Holding Position Signs

MODOT PROJECT NO. 19-034A-1
6/9/2020

Bids Received: 6/9/2020
Lochner Job No.: 000012366

Bids Tabulated By: IJW
Date: 6/9/2020

Bids Checked By: RMD
Date: 6/9/2020

\\KAC\PRJ\000012366\TOI_RW 13-31\PROJECT FILES\ESTIMATE & BUDGET\MBY-Master PayItems.xlsm\BID TAB

Item No.	Item Description	Quantity	Unit	Engineer's Estimate		Emery Sapp & Sons, Inc. 2301 I-70 Drive NW Columbia, MO 65202		Ideker, Inc. 4614 South 40th Street St. Joseph, MO 64503		Phillips Hardy, Inc. 2601 Bernadette Place Columbia, MO 65203	
				Unit Price	Total Price	Unit Price	Total Price	Unit Price	Total Price	Unit Price	Total Price
1	Contractor Quality Control Program (CQCP)	1	L.S.	\$ 100,000.00	\$ 100,000.00	\$ 48,500.00	\$ 48,500.00	\$ 52,500.00	\$ 52,500.00	\$ 70,000.00	\$ 70,000.00
2	Erosion Control Barrier (Silt Fence)	1,020	L.F.	\$ 3.00	\$ 3,060.00	\$ 2.85	\$ 2,907.00	\$ 3.00	\$ 3,060.00	\$ 2.49	\$ 2,539.80
3	Erosion Control Barrier (Straw Wattle)	1,410	L.F.	\$ 8.00	\$ 11,280.00	\$ 3.80	\$ 5,358.00	\$ 3.00	\$ 4,230.00	\$ 3.30	\$ 4,653.00
4	Mobilization (NTE 10% of Total Bid Amount)	1	L.S.	\$ 552,341.00	\$ 552,341.00	\$ 308,000.45	\$ 308,000.45	\$ 550,000.00	\$ 550,000.00	\$ 410,000.00	\$ 410,000.00
5	Temporary Marking, Traffic Control, Lighting, and Barricades (PHASE 1)	1	L.S.	\$ 25,000.00	\$ 25,000.00	\$ 60,700.00	\$ 60,700.00	\$ 160,000.00	\$ 160,000.00	\$ 75,000.00	\$ 75,000.00
6	Temporary Marking, Traffic Control, Lighting, and Barricades (PHASES 2-3)	1	L.S.	\$ 45,000.00	\$ 45,000.00	\$ 16,000.00	\$ 16,000.00	\$ 160,000.00	\$ 160,000.00	\$ 38,000.00	\$ 38,000.00
7	Saw Cut	472	L.F.	\$ 5.00	\$ 2,360.00	\$ 4.50	\$ 2,124.00	\$ 5.00	\$ 2,360.00	\$ 5.00	\$ 2,360.00
8	Remove Existing Concrete Pavement and Aggregate Base	5,565	S.Y.	\$ 5.00	\$ 27,825.00	\$ 5.50	\$ 30,607.50	\$ 9.00	\$ 50,085.00	\$ 8.55	\$ 47,580.75
9	Remove Existing Asphalt Pavement and Aggregate Base	59,386	S.Y.	\$ 4.00	\$ 237,544.00	\$ 2.30	\$ 136,587.80	\$ 4.25	\$ 252,390.50	\$ 4.80	\$ 285,052.80
10	Remove Existing Drainage Pipes	345	L.F.	\$ 20.00	\$ 6,900.00	\$ 20.50	\$ 7,072.50	\$ 15.00	\$ 5,175.00	\$ 32.00	\$ 11,040.00
11	Remove Existing Underdrain System	1	L.S.	\$ 15,000.00	\$ 15,000.00	\$ 30,000.00	\$ 30,000.00	\$ 31,310.00	\$ 31,310.00	\$ 53,500.00	\$ 53,500.00
12	Remove Existing Lighting System, Signs, and NAVAIDS	1	L.S.	\$ 7,000.00	\$ 7,000.00	\$ 3,400.00	\$ 3,400.00	\$ 3,000.00	\$ 3,000.00	\$ 19,000.00	\$ 19,000.00
13	Embankment In Place	62,868	C.Y.	\$ 6.50	\$ 408,642.00	\$ 5.90	\$ 370,921.20	\$ 5.50	\$ 345,774.00	\$ 4.60	\$ 289,192.80
14	Unsuitable Subgrade Removal and Replacement	5,000	C.Y.	\$ 10.00	\$ 50,000.00	\$ 10.25	\$ 51,250.00	\$ 12.50	\$ 62,500.00	\$ 10.00	\$ 50,000.00
15	Treated Subgrade (12")	54,445	S.Y.	\$ 6.00	\$ 326,670.00	\$ 7.15	\$ 389,281.75	\$ 7.00	\$ 381,115.00	\$ 5.90	\$ 321,225.50
16	Aggregate Base Course (6")	54,445	S.Y.	\$ 8.50	\$ 462,782.50	\$ 9.15	\$ 498,171.75	\$ 6.00	\$ 326,670.00	\$ 14.25	\$ 775,841.25
17	P.C.C. Pavement (7")	47,885	S.Y.	\$ 50.00	\$ 2,394,250.00	\$ 45.90	\$ 2,197,921.50	\$ 47.50	\$ 2,274,537.50	\$ 56.00	\$ 2,681,560.00
18	P.C.C. Pavement (6")	2,793	S.Y.	\$ 45.00	\$ 125,685.00	\$ 64.00	\$ 178,752.00	\$ 57.50	\$ 160,597.50	\$ 63.50	\$ 177,355.50
19	Surface Preparation, Pavement Marking Removal	1,084	S.F.	\$ 5.00	\$ 5,420.00	\$ 3.75	\$ 4,065.00	\$ 8.00	\$ 8,672.00	\$ 3.25	\$ 3,523.00
20	Permanent ReflectORIZED Pavement Marking (White) (Solid)	14,672	S.F.	\$ 2.00	\$ 29,344.00	\$ 2.05	\$ 30,077.60	\$ 2.00	\$ 29,344.00	\$ 1.80	\$ 26,409.60
21	Permanent ReflectORIZED Pavement Marking (White) (Striated)	5,814	S.F.	\$ 2.00	\$ 11,628.00	\$ 3.05	\$ 17,732.70	\$ 2.00	\$ 11,628.00	\$ 2.65	\$ 15,407.10
22	Permanent ReflectORIZED Pavement Marking (Yellow)	2,289	S.F.	\$ 2.00	\$ 4,578.00	\$ 3.65	\$ 8,354.85	\$ 2.00	\$ 4,578.00	\$ 3.20	\$ 7,324.80
23	Permanent Non-ReflectORIZED Pavement Marking (Black)	9,905	S.F.	\$ 2.00	\$ 19,810.00	\$ 1.40	\$ 13,867.00	\$ 1.50	\$ 14,857.50	\$ 1.20	\$ 11,886.00
24	Temporary Non-ReflectORIZED Pavement Marking (White) (Solid)	14,672	S.F.	\$ 1.50	\$ 22,008.00	\$ 0.75	\$ 11,004.00	\$ 1.50	\$ 22,008.00	\$ 0.65	\$ 9,536.80
25	Temporary Non-ReflectORIZED Pavement Marking (White) (Striated)	5,814	S.F.	\$ 1.50	\$ 8,721.00	\$ 1.20	\$ 6,976.80	\$ 1.50	\$ 8,721.00	\$ 1.05	\$ 6,104.70
26	Temporary Non-ReflectORIZED Pavement Marking (Yellow)	2,289	S.F.	\$ 1.50	\$ 3,433.50	\$ 1.85	\$ 4,234.65	\$ 1.50	\$ 3,433.50	\$ 1.60	\$ 3,662.40
27	Saw-Cut Grooving	30,556	S.Y.	\$ 2.00	\$ 61,112.00	\$ 2.50	\$ 76,390.00	\$ 2.20	\$ 67,223.20	\$ 2.20	\$ 67,223.20
28	15" Drainage Pipe	115	L.F.	\$ 60.00	\$ 6,900.00	\$ 37.00	\$ 4,255.00	\$ 65.00	\$ 7,475.00	\$ 85.00	\$ 9,775.00

Item No.	Item Description	Quantity	Unit	Engineer's Estimate		Emery Sapp & Sons, Inc. 2301 I-70 Drive NW Columbia, MO 65202		Ideker, Inc. 4614 South 40th Street St. Joseph, MO 64503		Phillips Hardy, Inc. 2601 Bernadette Place Columbia, MO 65203	
				Unit Price	Total Price	Unit Price	Total Price	Unit Price	Total Price	Unit Price	Total Price
29	18" Drainage Pipe	132	L.F.	\$ 75.00	\$ 9,900.00	\$ 43.00	\$ 5,676.00	\$ 72.00	\$ 9,504.00	\$ 81.50	\$ 10,758.00
30	24" Drainage Pipe	867	L.F.	\$ 100.00	\$ 86,700.00	\$ 54.00	\$ 46,818.00	\$ 72.00	\$ 62,424.00	\$ 92.00	\$ 79,764.00
31	15" RCP End Section	2	Ea.	\$ 700.00	\$ 1,400.00	\$ 1,178.00	\$ 2,356.00	\$ 1,200.00	\$ 2,400.00	\$ 1,700.00	\$ 3,400.00
32	18" RCP End Section	2	Ea.	\$ 850.00	\$ 1,700.00	\$ 1,300.00	\$ 2,600.00	\$ 1,250.00	\$ 2,500.00	\$ 1,750.00	\$ 3,500.00
33	24" RCP End Section	8	Ea.	\$ 1,000.00	\$ 8,000.00	\$ 1,600.00	\$ 12,800.00	\$ 1,450.00	\$ 11,600.00	\$ 1,770.00	\$ 14,160.00
34	Perforated Underdrain (4")	11,858	L.F.	\$ 15.00	\$ 177,870.00	\$ 14.00	\$ 166,012.00	\$ 12.20	\$ 144,667.60	\$ 12.20	\$ 144,667.60
35	Non-Perforated Outlet Pipe (4")	720	L.F.	\$ 12.00	\$ 8,640.00	\$ 10.30	\$ 7,416.00	\$ 9.00	\$ 6,480.00	\$ 9.00	\$ 6,480.00
36	Non-Perforated Outlet Pipe (4") (Sch. 80)	405	L.F.	\$ 20.00	\$ 8,100.00	\$ 15.00	\$ 6,075.00	\$ 13.00	\$ 5,265.00	\$ 13.00	\$ 5,265.00
37	Underdrain Cleanout Riser	38	Ea.	\$ 900.00	\$ 34,200.00	\$ 1,120.00	\$ 42,560.00	\$ 975.00	\$ 37,050.00	\$ 975.00	\$ 37,050.00
38	Splash Pad	13	Ea.	\$ 850.00	\$ 11,050.00	\$ 940.00	\$ 12,220.00	\$ 820.00	\$ 10,660.00	\$ 820.00	\$ 10,660.00
39	Erosion Control Blanket, Type 2C	32,218	S.Y.	\$ 2.00	\$ 64,436.00	\$ 1.50	\$ 48,327.00	\$ 2.00	\$ 64,436.00	\$ 1.35	\$ 43,494.30
40	Permanent Transition Mat	384	S.F.	\$ 20.00	\$ 7,680.00	\$ 19.00	\$ 7,296.00	\$ 12.50	\$ 4,800.00	\$ 15.00	\$ 5,760.00
41	Permanent Seeding	28.7	Ac.	\$ 1,500.00	\$ 43,050.00	\$ 800.00	\$ 22,960.00	\$ 750.00	\$ 21,525.00	\$ 700.00	\$ 20,090.00
42	Temporary Seeding	28.7	Ac.	\$ 500.00	\$ 14,350.00	\$ 340.00	\$ 9,758.00	\$ 750.00	\$ 21,525.00	\$ 300.00	\$ 8,610.00
43	Placement of Topsoil (Obtained on Site)	1	L.S.	\$ 30,000.00	\$ 30,000.00	\$ 110,000.00	\$ 110,000.00	\$ 26,488.00	\$ 26,488.00	\$ 41,000.00	\$ 41,000.00
44	Hydro-Mulch	27.1	Ac.	\$ 1,500.00	\$ 40,650.00	\$ 1,300.00	\$ 35,230.00	\$ 750.00	\$ 20,325.00	\$ 1,105.00	\$ 29,945.50
45	Trenching for Direct Buried Cable	2,000	L.F.	\$ 2.50	\$ 5,000.00	\$ 3.45	\$ 6,900.00	\$ 3.00	\$ 6,000.00	\$ 4.25	\$ 8,500.00
46	Direct Buried Underground Cable (1/c, #8 AWG, 5 kV, L-824C)	4,000	L.F.	\$ 2.00	\$ 8,000.00	\$ 1.15	\$ 4,600.00	\$ 1.00	\$ 4,000.00	\$ 1.30	\$ 5,200.00
47	Install Cable in Duct (1/c, #8 AWG, 5 kV, L-824C)	18,500	L.F.	\$ 2.00	\$ 37,000.00	\$ 1.30	\$ 24,050.00	\$ 1.15	\$ 21,275.00	\$ 1.30	\$ 24,050.00
48	Install Cable in Duct (1/c, #8 AWG, 600V, L-824C)	5,000	L.F.	\$ 2.00	\$ 10,000.00	\$ 1.15	\$ 5,750.00	\$ 1.00	\$ 5,000.00	\$ 1.20	\$ 6,000.00
49	Install Cable in Duct (1/c, #8 AWG, 600V, L-824C Ground)	2,500	L.F.	\$ 2.00	\$ 5,000.00	\$ 1.15	\$ 2,875.00	\$ 1.00	\$ 2,500.00	\$ 1.20	\$ 3,000.00
50	Install Cable in Duct (1/c, #4 AWG, 600V, L-824C)	9,200	L.F.	\$ 2.00	\$ 18,400.00	\$ 4.60	\$ 42,320.00	\$ 4.00	\$ 36,800.00	\$ 1.75	\$ 16,100.00
51	Install Cable in Duct (1/c, #4 AWG, 600V, L-824C Ground)	4,600	L.F.	\$ 2.00	\$ 9,200.00	\$ 4.60	\$ 21,160.00	\$ 4.00	\$ 18,400.00	\$ 1.75	\$ 8,050.00
52	Bare Counterpoise Wire (#6 AWG)	16,200	L.F.	\$ 1.50	\$ 24,300.00	\$ 1.70	\$ 27,540.00	\$ 1.50	\$ 24,300.00	\$ 1.10	\$ 17,820.00
53	Furnish and Install 7.5 kW Constant Current Regulator	1	Ea.	\$ 10,000.00	\$ 10,000.00	\$ 12,000.00	\$ 12,000.00	\$ 10,500.00	\$ 10,500.00	\$ 9,805.00	\$ 9,805.00
54	Controls and Vault Modifications	1	L.S.	\$ 15,000.00	\$ 15,000.00	\$ 30,000.00	\$ 30,000.00	\$ 25,000.00	\$ 25,000.00	\$ 17,380.00	\$ 17,380.00
55	1" Electrical Duct and Trench	17,000	L.F.	\$ 3.00	\$ 51,000.00	\$ 3.50	\$ 59,500.00	\$ 3.00	\$ 51,000.00	\$ 4.50	\$ 76,500.00
56	1-2" PVC, Schedule 40, Concrete Encased Electrical Duct	212	L.F.	\$ 40.00	\$ 8,480.00	\$ 11.50	\$ 2,438.00	\$ 10.00	\$ 2,120.00	\$ 65.00	\$ 13,780.00
57	2-2" PVC, Schedule 40, Concrete Encased Electrical Duct	250	L.F.	\$ 40.00	\$ 10,000.00	\$ 28.70	\$ 7,175.00	\$ 25.00	\$ 6,250.00	\$ 70.00	\$ 17,500.00
58	2-4" PVC, Schedule 40, Concrete Encased Electrical Duct	170	L.F.	\$ 50.00	\$ 8,500.00	\$ 34.50	\$ 5,865.00	\$ 30.00	\$ 5,100.00	\$ 75.00	\$ 12,750.00
59	L-867 Junction Box	20	Ea.	\$ 500.00	\$ 10,000.00	\$ 1,150.00	\$ 23,000.00	\$ 1,000.00	\$ 20,000.00	\$ 1,025.00	\$ 20,500.00
60	Retroreflective Markers	16	Ea.	\$ 150.00	\$ 2,400.00	\$ 144.00	\$ 2,304.00	\$ 125.00	\$ 2,000.00	\$ 155.00	\$ 2,480.00
61	M.I.R.L. (LED), Semiflush Base Mounted (Yellow/Clear Lens) with Arctic Option	2	Ea.	\$ 3,000.00	\$ 6,000.00	\$ 2,300.00	\$ 4,600.00	\$ 2,000.00	\$ 4,000.00	\$ 1,825.00	\$ 3,650.00
62	M.I.R.L. (LED), Base Mounted (Red/Green Lens) with Arctic Option (Revised per Addendum No. 1)	16	Ea.	\$ 1,050.00	\$ 16,800.00	\$ 1,160.00	\$ 18,560.00	\$ 1,100.00	\$ 17,600.00	\$ 1,395.00	\$ 22,320.00
63	M.I.R.L. (LED), Base Mounted (Yellow/Clear Lens) with Arctic Option (Revised per Addendum No. 1)	38	Ea.	\$ 950.00	\$ 36,100.00	\$ 1,130.00	\$ 42,940.00	\$ 985.00	\$ 37,430.00	\$ 1,385.00	\$ 52,630.00
64	M.I.R.L. (LED), Base Mounted (Clear/Clear Lens) with Arctic Option (Revised per Addendum No. 1)	10	Ea.	\$ 950.00	\$ 9,500.00	\$ 1,090.00	\$ 10,900.00	\$ 950.00	\$ 9,500.00	\$ 1,365.00	\$ 13,650.00

Item No.	Item Description	Quantity	Unit	Engineer's Estimate		Emery Sapp & Sons, Inc. 2301 I-70 Drive NW Columbia, MO 65202		Ideker, Inc. 4614 South 40th Street St. Joseph, MO 64503		Phillips Hardy, Inc. 2601 Bernadette Place Columbia, MO 65203	
				Unit Price	Total Price	Unit Price	Total Price	Unit Price	Total Price	Unit Price	Total Price
65	M.I.T.L. (LED), Base Mounted (Blue Lens) with Arctic Option (Revised per Addendum No. 1)	22	Ea.	\$ 900.00	\$ 19,800.00	\$ 1,027.00	\$ 22,594.00	\$ 895.00	\$ 19,690.00	\$ 1,235.00	\$ 27,170.00
66	M.I.R.L. (LED), Base Mounted (Yellow/Clear Lens) (Revised per Addendum No. 1)	4	Ea.	\$ 950.00	\$ 3,800.00	\$ 1,027.00	\$ 4,108.00	\$ 895.00	\$ 3,580.00	\$ 1,305.00	\$ 5,220.00
67	M.I.T.L. (LED), Stake Mounted (Blue Lens) (Revised per Addendum No. 1)	31	Ea.	\$ 650.00	\$ 20,150.00	\$ 1,027.00	\$ 31,837.00	\$ 895.00	\$ 27,745.00	\$ 430.00	\$ 13,330.00
68	New 1 Module (LED) Lighted L-858R Sign (Size 1, Style 2) and Foundation	2	Ea.	\$ 4,500.00	\$ 9,000.00	\$ 3,675.00	\$ 7,350.00	\$ 3,200.00	\$ 6,400.00	\$ 3,015.00	\$ 6,030.00
69	New 2 Module (LED) Lighted L-858Y Sign (Size 1, Style 2) and Foundation	1	Ea.	\$ 6,000.00	\$ 6,000.00	\$ 4,705.00	\$ 4,705.00	\$ 4,100.00	\$ 4,100.00	\$ 3,335.00	\$ 3,335.00
70	New 2 Module (LED) Lighted L-858R Sign (Size 1, Style 2) and Foundation	4	Ea.	\$ 7,000.00	\$ 28,000.00	\$ 4,705.00	\$ 18,820.00	\$ 4,100.00	\$ 16,400.00	\$ 3,335.00	\$ 13,340.00
71	New 4 Module (LED) Lighted L-858Y Sign (Size 1, Style 2) and Foundation	1	Ea.	\$ 8,000.00	\$ 8,000.00	\$ 6,311.00	\$ 6,311.00	\$ 5,500.00	\$ 5,500.00	\$ 4,115.00	\$ 4,115.00
72	Install L-880(L) 4-Box PAPI System (Owner Furnished)	2	Ea.	\$ 10,000.00	\$ 20,000.00	\$ 14,500.00	\$ 29,000.00	\$ 12,500.00	\$ 25,000.00	\$ 6,450.00	\$ 12,900.00
73	Furnish and Install L-849(L) REIL System	2	Ea.	\$ 18,000.00	\$ 36,000.00	\$ 13,700.00	\$ 27,400.00	\$ 12,000.00	\$ 24,000.00	\$ 12,010.00	\$ 24,020.00
74	Furnish M.I.R.L. (LED), (Red/Green Lens) With Arctic Option for Base Mounted Connection (Fixture, Transformer, and Cover Plate) (Added per Addendum No. 1)	2	Ea.	\$ 1,050.00	\$ 2,100.00	\$ 545.00	\$ 1,090.00	\$ 475.00	\$ 950.00	\$ 460.00	\$ 920.00
75	Furnish M.I.R.L. (LED), (Yellow/Clear Lens) With Arctic Option for Base Mounted Connection (Fixture, Transformer, and Cover Plate) (Added per Addendum No. 1)	4	Ea.	\$ 950.00	\$ 3,800.00	\$ 520.00	\$ 2,080.00	\$ 455.00	\$ 1,820.00	\$ 450.00	\$ 1,800.00
76	Furnish M.I.R.L. (LED), (Clear/Clear Lens) With Arctic Option for Base Mounted Connection (Fixture, Transformer, and Cover Plate) (Added per Addendum No. 1)	1	Ea.	\$ 950.00	\$ 950.00	\$ 516.00	\$ 516.00	\$ 450.00	\$ 450.00	\$ 450.00	\$ 450.00
77	Furnish M.I.T.L. (LED), (Blue Lens) With Arctic Option for Base Mounted Connection (Fixture, Transformer, and Cover Plate) (Added per Addendum No. 1)	2	Ea.	\$ 900.00	\$ 1,800.00	\$ 345.00	\$ 690.00	\$ 300.00	\$ 600.00	\$ 280.00	\$ 560.00
78	Furnish M.I.R.L. (LED), (Yellow/Clear Lens) For Base Mounted Connection (Fixture, Transformer, and Cover Plate) (Added per Addendum No. 1)	1	Ea.	\$ 950.00	\$ 950.00	\$ 418.00	\$ 418.00	\$ 365.00	\$ 365.00	\$ 360.00	\$ 360.00
79	Furnish M.I.T.L. (LED), (Blue Lens) For Stake Mounted Connection (Fixture and Transformer) (Added per Addendum No. 1)	3	Ea.	\$ 650.00	\$ 1,950.00	\$ 230.00	\$ 690.00	\$ 200.00	\$ 600.00	\$ 185.00	\$ 555.00
BASE BID TOTAL					\$ 5,985,000.00		\$ 5,564,703.05		\$ 5,900,869.30		\$ 6,405,128.40

Item No.	Item Description	Quantity	Unit	Lehman Construction, LLC. 900 Russellville Road California, MO 65018		Capital Paving & Construction, LLC P.O. Box 104960 Jefferson City, MO 65109	
				Unit Price	Total Price	Unit Price	Total Price
1	Contractor Quality Control Program (CQCP)	1	L.S.	\$ 6,500.00	\$ 6,500.00	\$ 103,000.00	\$ 103,000.00
2	Erosion Control Barrier (Silt Fence)	1,020	L.F.	\$ 3.00	\$ 3,060.00	\$ 4.00	\$ 4,080.00
3	Erosion Control Barrier (Straw Wattle)	1,410	L.F.	\$ 3.00	\$ 4,230.00	\$ 1.00	\$ 1,410.00
4	Mobilization (NTE 10% of Total Bid Amount)	1	L.S.	\$ 302,000.00	\$ 302,000.00	\$ 670,000.00	\$ 670,000.00
5	Temporary Marking, Traffic Control, Lighting, and Barricades (PHASE 1)	1	L.S.	\$ 20,000.00	\$ 20,000.00	\$ 60,000.00	\$ 60,000.00
6	Temporary Marking, Traffic Control, Lighting, and Barricades (PHASES 2-3)	1	L.S.	\$ 80,000.00	\$ 80,000.00	\$ 20,000.00	\$ 20,000.00
7	Saw Cut	472	L.F.	\$ 5.00	\$ 2,360.00	\$ 13.00	\$ 6,136.00
8	Remove Existing Concrete Pavement and Aggregate Base	5,565	S.Y.	\$ 9.00	\$ 50,085.00	\$ 7.00	\$ 38,955.00
9	Remove Existing Asphalt Pavement and Aggregate Base	59,386	S.Y.	\$ 7.00	\$ 415,702.00	\$ 6.00	\$ 356,316.00
10	Remove Existing Drainage Pipes	345	L.F.	\$ 24.00	\$ 8,280.00	\$ 27.00	\$ 9,315.00
11	Remove Existing Underdrain System	1	L.S.	\$ 35,000.00	\$ 35,000.00	\$ 70,000.00	\$ 70,000.00
12	Remove Existing Lighting System, Signs, and NAVAIDS	1	L.S.	\$ 3,000.00	\$ 3,000.00	\$ 21,000.00	\$ 21,000.00
13	Embankment In Place	62,868	C.Y.	\$ 5.00	\$ 314,340.00	\$ 4.50	\$ 282,906.00
14	Unsuitable Subgrade Removal and Replacement	5,000	C.Y.	\$ 12.00	\$ 60,000.00	\$ 15.00	\$ 75,000.00
15	Treated Subgrade (12")	54,445	S.Y.	\$ 7.00	\$ 381,115.00	\$ 10.00	\$ 544,450.00
16	Aggregate Base Course (6")	54,445	S.Y.	\$ 12.00	\$ 653,340.00	\$ 17.00	\$ 925,565.00
17	P.C.C. Pavement (7")	47,885	S.Y.	\$ 68.00	\$ 3,256,180.00	\$ 56.00	\$ 2,681,560.00
18	P.C.C. Pavement (6")	2,793	S.Y.	\$ 75.00	\$ 209,475.00	\$ 60.00	\$ 167,580.00
19	Surface Preparation, Pavement Marking Removal	1,084	S.F.	\$ 4.00	\$ 4,336.00	\$ 3.25	\$ 3,523.00
20	Permanent Reflectorized Pavement Marking (White) (Solid)	14,672	S.F.	\$ 2.50	\$ 36,680.00	\$ 1.80	\$ 26,409.60
21	Permanent Reflectorized Pavement Marking (White) (Striated)	5,814	S.F.	\$ 2.50	\$ 14,535.00	\$ 2.65	\$ 15,407.10
22	Permanent Reflectorized Pavement Marking (Yellow)	2,289	S.F.	\$ 2.50	\$ 5,722.50	\$ 3.20	\$ 7,324.80
23	Permanent Non-Reflectorized Pavement Marking (Black)	9,905	S.F.	\$ 2.50	\$ 24,762.50	\$ 1.20	\$ 11,886.00
24	Temporary Non-Reflectorized Pavement Marking (White) (Solid)	14,672	S.F.	\$ 2.50	\$ 36,680.00	\$ 0.65	\$ 9,536.80
25	Temporary Non-Reflectorized Pavement Marking (White) (Striated)	5,814	S.F.	\$ 2.50	\$ 14,535.00	\$ 1.05	\$ 6,104.70
26	Temporary Non-Reflectorized Pavement Marking (Yellow)	2,289	S.F.	\$ 2.50	\$ 5,722.50	\$ 1.60	\$ 3,662.40
27	Saw-Cut Grooving	30,556	S.Y.	\$ 2.75	\$ 84,029.00	\$ 2.50	\$ 76,390.00
28	15" Drainage Pipe	115	L.F.	\$ 60.00	\$ 6,900.00	\$ 71.00	\$ 8,165.00
29	18" Drainage Pipe	132	L.F.	\$ 62.00	\$ 8,184.00	\$ 72.00	\$ 9,504.00
30	24" Drainage Pipe	867	L.F.	\$ 65.00	\$ 56,355.00	\$ 88.00	\$ 76,296.00
31	15" RCP End Section	2	Ea.	\$ 975.00	\$ 1,950.00	\$ 1,300.00	\$ 2,600.00
32	18" RCP End Section	2	Ea.	\$ 1,050.00	\$ 2,100.00	\$ 1,400.00	\$ 2,800.00
33	24" RCP End Section	8	Ea.	\$ 1,350.00	\$ 10,800.00	\$ 1,500.00	\$ 12,000.00
34	Perforated Underdrain (4")	11,858	L.F.	\$ 14.00	\$ 166,012.00	\$ 15.60	\$ 184,984.80
35	Non-Perforated Outlet Pipe (4")	720	L.F.	\$ 12.50	\$ 9,000.00	\$ 14.00	\$ 10,080.00
36	Non-Perforated Outlet Pipe (4") (Sch. 80)	405	L.F.	\$ 32.00	\$ 12,960.00	\$ 19.80	\$ 8,019.00
37	Underdrain Cleanout Riser	38	Ea.	\$ 970.00	\$ 36,860.00	\$ 1,280.00	\$ 48,640.00
38	Splash Pad	13	Ea.	\$ 1,000.00	\$ 13,000.00	\$ 940.00	\$ 12,220.00

Item No.	Item Description	Quantity	Unit	Lehman Construction, LLC. 900 Russellville Road California, MO 65018		Capital Paving & Construction, LLC P.O. Box 104960 Jefferson City, MO 65109	
				Unit Price	Total Price	Unit Price	Total Price
39	Erosion Control Blanket, Type 2C	32,218	S.Y.	\$ 1.95	\$ 62,825.10	\$ 1.85	\$ 59,603.30
40	Permanent Transition Mat	384	S.F.	\$ 12.50	\$ 4,800.00	\$ 20.00	\$ 7,680.00
41	Permanent Seeding	28.7	Ac.	\$ 750.00	\$ 21,525.00	\$ 1,000.00	\$ 28,700.00
42	Temporary Seeding	28.7	Ac.	\$ 750.00	\$ 21,525.00	\$ 200.00	\$ 5,740.00
43	Placement of Topsoil (Obtained on Site)	1	L.S.	\$ 40,000.00	\$ 40,000.00	\$ 100,000.00	\$ 100,000.00
44	Hydro-Mulch	27.1	Ac.	\$ 750.00	\$ 20,325.00	\$ 1,500.00	\$ 40,650.00
45	Trenching for Direct Buried Cable	2,000	L.F.	\$ 3.00	\$ 6,000.00	\$ 4.25	\$ 8,500.00
46	Direct Buried Underground Cable (1/c, #8 AWG, 5 kV, L-824C)	4,000	L.F.	\$ 1.00	\$ 4,000.00	\$ 1.30	\$ 5,200.00
47	Install Cable in Duct (1/c, #8 AWG, 5 kV, L-824C)	18,500	L.F.	\$ 1.15	\$ 21,275.00	\$ 1.30	\$ 24,050.00
48	Install Cable in Duct (1/c, #8 AWG, 600V, L-824C)	5,000	L.F.	\$ 1.00	\$ 5,000.00	\$ 1.20	\$ 6,000.00
49	Install Cable in Duct (1/c, #8 AWG, 600V, L-824C Ground)	2,500	L.F.	\$ 1.00	\$ 2,500.00	\$ 1.20	\$ 3,000.00
50	Install Cable in Duct (1/c, #4 AWG, 600V, L-824C)	9,200	L.F.	\$ 4.00	\$ 36,800.00	\$ 1.75	\$ 16,100.00
51	Install Cable in Duct (1/c, #4 AWG, 600V, L-824C Ground)	4,600	L.F.	\$ 4.00	\$ 18,400.00	\$ 1.75	\$ 8,050.00
52	Bare Counterpoise Wire (#6 AWG)	16,200	L.F.	\$ 1.50	\$ 24,300.00	\$ 1.10	\$ 17,820.00
53	Furnish and Install 7.5 kW Constant Current Regulator	1	Ea.	\$ 10,500.00	\$ 10,500.00	\$ 9,805.00	\$ 9,805.00
54	Controls and Vault Modifications	1	L.S.	\$ 25,000.00	\$ 25,000.00	\$ 17,380.00	\$ 17,380.00
55	1" Electrical Duct and Trench	17,000	L.F.	\$ 3.00	\$ 51,000.00	\$ 4.50	\$ 76,500.00
56	1-2" PVC, Schedule 40, Concrete Encased Electrical Duct	212	L.F.	\$ 10.00	\$ 2,120.00	\$ 65.00	\$ 13,780.00
57	2-2" PVC, Schedule 40, Concrete Encased Electrical Duct	250	L.F.	\$ 25.00	\$ 6,250.00	\$ 70.00	\$ 17,500.00
58	2-4" PVC, Schedule 40, Concrete Encased Electrical Duct	170	L.F.	\$ 30.00	\$ 5,100.00	\$ 75.00	\$ 12,750.00
59	L-867 Junction Box	20	Ea.	\$ 1,000.00	\$ 20,000.00	\$ 1,025.00	\$ 20,500.00
60	Retroreflective Markers	16	Ea.	\$ 125.00	\$ 2,000.00	\$ 155.00	\$ 2,480.00
61	M.I.R.L. (LED), Semiflush Base Mounted (Yellow/Clear Lens) with Arctic Option	2	Ea.	\$ 2,000.00	\$ 4,000.00	\$ 1,825.00	\$ 3,650.00
62	M.I.R.L. (LED), Base Mounted (Red/Green Lens) with Arctic Option (Revised per Addendum No. 1)	16	Ea.	\$ 1,100.00	\$ 17,600.00	\$ 1,395.00	\$ 22,320.00
63	M.I.R.L. (LED), Base Mounted (Yellow/Clear Lens) with Arctic Option (Revised per Addendum No. 1)	38	Ea.	\$ 985.00	\$ 37,430.00	\$ 1,385.00	\$ 52,630.00
64	M.I.R.L. (LED), Base Mounted (Clear/Clear Lens) with Arctic Option (Revised per Addendum No. 1)	10	Ea.	\$ 950.00	\$ 9,500.00	\$ 1,365.00	\$ 13,650.00
65	M.I.T.L. (LED), Base Mounted (Blue Lens) with Arctic Option (Revised per Addendum No. 1)	22	Ea.	\$ 895.00	\$ 19,690.00	\$ 1,235.00	\$ 27,170.00
66	M.I.R.L. (LED), Base Mounted (Yellow/Clear Lens) (Revised per Addendum No. 1)	4	Ea.	\$ 895.00	\$ 3,580.00	\$ 1,305.00	\$ 5,220.00
67	M.I.T.L. (LED), Stake Mounted (Blue Lens) (Revised per Addendum No. 1)	31	Ea.	\$ 895.00	\$ 27,745.00	\$ 430.00	\$ 13,330.00
68	New 1 Module (LED) Lighted L-858R Sign (Size 1, Style 2) and Foundation	2	Ea.	\$ 3,200.00	\$ 6,400.00	\$ 3,015.00	\$ 6,030.00
69	New 2 Module (LED) Lighted L-858Y Sign (Size 1, Style 2) and Foundation	1	Ea.	\$ 4,100.00	\$ 4,100.00	\$ 3,335.00	\$ 3,335.00
70	New 2 Module (LED) Lighted L-858R Sign (Size 1, Style 2) and Foundation	4	Ea.	\$ 4,100.00	\$ 16,400.00	\$ 3,335.00	\$ 13,340.00
71	New 4 Module (LED) Lighted L-858Y Sign (Size 1, Style 2) and Foundation	1	Ea.	\$ 5,500.00	\$ 5,500.00	\$ 4,115.00	\$ 4,115.00

Item No.	Item Description	Quantity	Unit	Lehman Construction, LLC. 900 Russellville Road California, MO 65018		Capital Paving & Construction, LLC P.O. Box 104960 Jefferson City, MO 65109	
				Unit Price	Total Price	Unit Price	Total Price
72	Install L-880(L) 4-Box PAPI System (Owner Furnished)	2	Ea.	\$ 12,500.00	\$ 25,000.00	\$ 6,450.00	\$ 12,900.00
73	Furnish and Install L-849(L) REIL System	2	Ea.	\$ 12,000.00	\$ 24,000.00	\$ 12,010.00	\$ 24,020.00
74	Furnish M.I.R.L. (LED), (Red/Green Lens) With Arctic Option for Base Mounted Connection (Fixture, Transformer, and Cover Plate) (Added per Addendum No. 1)	2	Ea.	\$ 475.00	\$ 950.00	\$ 460.00	\$ 920.00
75	Furnish M.I.R.L. (LED), (Yellow/Clear Lens) With Arctic Option for Base Mounted Connection (Fixture, Transformer, and Cover Plate) (Added per Addendum No. 1)	4	Ea.	\$ 455.00	\$ 1,820.00	\$ 450.00	\$ 1,800.00
76	Furnish M.I.R.L. (LED), (Clear/Clear Lens) With Arctic Option for Base Mounted Connection (Fixture, Transformer, and Cover Plate) (Added per Addendum No. 1)	1	Ea.	\$ 450.00	\$ 450.00	\$ 450.00	\$ 450.00
77	Furnish M.I.T.L. (LED), (Blue Lens) With Arctic Option for Base Mounted Connection (Fixture, Transformer, and Cover Plate) (Added per Addendum No. 1)	2	Ea.	\$ 300.00	\$ 600.00	\$ 280.00	\$ 560.00
78	Furnish M.I.R.L. (LED), (Yellow/Clear Lens) For Base Mounted Connection (Fixture, Transformer, and Cover Plate) (Added per Addendum No. 1)	1	Ea.	\$ 365.00	\$ 365.00	\$ 360.00	\$ 360.00
79	Furnish M.I.T.L. (LED), (Blue Lens) For Stake Mounted Connection (Fixture and Transformer) (Added per Addendum No. 1)	3	Ea.	\$ 200.00	\$ 600.00	\$ 185.00	\$ 555.00
BASE BID TOTAL					\$ 6,972,765.60		\$ 7,280,969.50

City of Moberly City Council Agenda Summary

Agenda Number: _____ #3.

Department: Public Works

Date: July 6, 2020

Agenda Item: A Resolution Authorizing And Accepting Change Order Number 2 To The Contract With Willis Bros. Inc., For The Harrison And Garfield Project.

Summary: Please find attached the change order with a decrease of (\$6,008.00).

The contract price prior to this change order was \$1,333,562.30. The new price is \$1,327,554.30.

Staff recommends approval of this.

Recommended

Action: Approve this resolution.

Fund Name: Transportation Trust

Account Number: 600.178.5409

Available Budget \$: -43,027.57

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

BILL NO: _____

RESOLUTION NO: _____

A RESOLUTION AUTHORIZING AND ACCEPTING CHANGE ORDER NUMBER 2 TO THE CONTRACT WITH WILLIS BROS. INC., FOR THE HARRISON AND GARFIELD PROJECT.

WHEREAS, on November 4, 2019, this Council adopted Ordinance No. 9555 and authorized a contract with Willis Bros. Inc., to complete the Harrison and Garfield project; and

WHEREAS, a Change Order has been submitted by Willis Bros. Inc., concerning a reduction in the contract amount of \$6,008.00 because of a change in scope of the project; and

WHEREAS, staff recommends that the council authorize acceptance of the Change Order and authorize the City Manager to executed said Order.

NOW, THEREFORE, the Moberly, Missouri, City Council hereby accepts and approves the attached Change Order and authorizes the City Manager to execute the Change Order on behalf of the City and to take such further action as may be necessary to carry out the intent of this Resolution.

RESOLVED this 6th day of July, 2020, by the Council of the City of Moberly, Missouri.

Presiding Officer at Meeting

ATTEST:

City Clerk

Date of Issuance: 6/10/20	Effective Date: 6/10/20
Owner: City of Moberly	Owner's Contract No.: 19254.020
Contractor: Willis Bros., Inc.	Contractor's Project No.: 19254.020
Engineer: Bartlett & West	Engineer's Project No.: 19254.020
Project: Harrison Ave and Garfield Street Project	Contract Name: Harrison Ave and Garfield Street Project

The Contract is modified as follows upon execution of this Change Order:

Description:

Line item 4 of pay items, Removals: change unit price to \$51,700 (increase of \$9,700 for additional removals for this entire change order)

Line item 13 6" PCC Driveway: increase quantity by 300 SY.

Line item 14, Straight Back Curb & Gutter (APWA CG-1): increase quantity by 1,940 LF.

Line item 21 of pay items, 4' x 4' APWA Type II Curb Inlet: increase quantity by 1 EA.

Line item 10 of pay items, 6" PCC Base, remove item

Line item 30 of pay items, 6" PCC Base, remove item

Line item 41 of pay items, 6" PCC Base, remove item

Line item 53 of pay items, 6" PCC Base, adjust quantity to 60 SY

Line item 12 of pay items, Aggregate for Base, adjust quantity to 1,472 SY

Line item 31 of pay items, Aggregate for Base, remove item

Line item 42 of pay items, Aggregate for Base, remove item

Line item 54 of pay items, Aggregate for Base, adjust quantity to 300 SY

Line item 27, 4" PCC Sidewalk, increase quantity by 200 SF

Line item 38, Connect to existing waterline, increase quantity to 9 EA.

Line item 45, Replace & Reconnect Existing Service Line (Open Cut), increase quantity to 122 LF

Line item 50, 1" Taps for new service connections, increase quantity to 20 EA.

Line item 56, Reconnect 1" Service Line (Directional Bore), increase quantity to 349 LF.

Add Bid Item 66 Fox Run Additions, Lump Sum \$11,500.00, see attached

Add Bid Item 67 6" C900 PR 235 PVC, 100 LF, unit price of \$26/LF

Add Bid Item 68 4" Schedule 35 Perforated Underdrain, 1500 LF, unit price of \$2/LF

Add Bid Item 69 Remove Old Fire Hydrants, 12 EA, unit price of \$300 each

Add Bid Item 70 Abandon Existing Waterline, 4 EA, unit price of \$1,500 each

Add Bid Item 71 Granular Surface and compaction, 1,290 SY, unit price of \$13.92/SY

Add Bid Item 72 Driveway Culverts – North Harrison, 462 LF, unit price of \$22/LF

Add Bid Item 73 Ditch Clearing and Grading – North Harrison, 1,810 LF, unit price of \$6/LF

Attachments:

Fox Run Additions, Willis Bros., Inc.

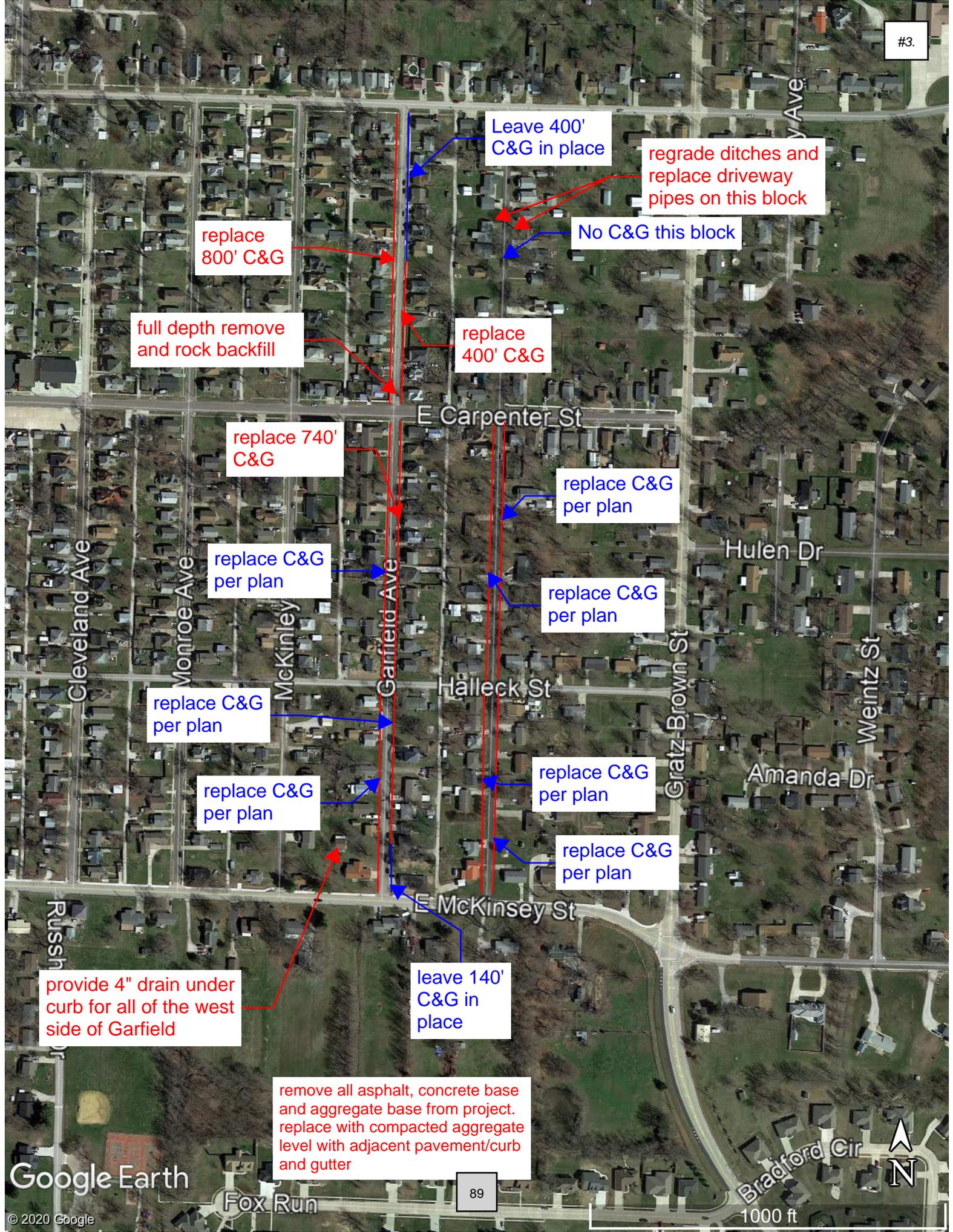
CHANGE IN CONTRACT PRICE	CHANGE IN CONTRACT TIMES <i>[note changes in Milestones if applicable]</i>
Original Contract Price: \$ 1,235,917.00	Original Contract Times: Substantial Completion: <u>180</u> days Ready for Final Payment: <u>210</u> days days or dates
[Increase] [Decrease] from previously approved Change Orders No. <u>1</u> to No. <u>1</u> : \$ 97,645.30	[Increase] [Decrease] from previously approved Change Orders No. <u>1</u> to No. <u>1</u> : Substantial Completion: <u>30</u> days Ready for Final Payment: <u>30</u> days days
Contract Price prior to this Change Order:	Contract Times prior to this Change Order: Substantial Completion: <u>210</u> days

<u>\$ 1,333,562.30</u>	Ready for Final Payment: <u>2400 days</u> days or dates
[Decrease] of this Change Order: <u>\$ -6,008.00</u>	[Increase] of this Change Order: Substantial Completion: <u>N/A</u> Ready for Final Payment: <u>N/A</u> days or dates
Contract Price incorporating this Change Order: <u>\$ 1,327,554.30</u>	Contract Times with all approved Change Orders: Substantial Completion: <u>210 days</u> Ready for Final Payment: <u>240 days</u> days or dates

RECOMMENDED:	ACCEPTED:	ACCEPTED:
By: <u>Austin Johnson</u>	By: _____	By: _____
Engineer (if required)	Owner (Authorized Signature)	Contractor (Authorized Signature)
Title: <u>Project Manager</u>	Title _____	Title _____
Date: <u>6/10/2020</u>	Date _____	Date _____

Approved by Funding Agency (if applicable)

By: _____ Date: _____
 Title: _____



Leave 400' C&G in place

regrade ditches and replace driveway pipes on this block

replace 800' C&G

No C&G this block

full depth remove and rock backfill

replace 400' C&G

E Carpenter St

replace 740' C&G

replace C&G per plan

Cleveland Ave

Monroe Ave

replace C&G per plan

replace C&G per plan

Hulen Dr

McKinley

Garfield Ave

Halleck St

replace C&G per plan

replace C&G per plan

Gratz-Brown St

Weintz St

replace C&G per plan

replace C&G per plan

Amanda Dr

E McKinsey St

provide 4" drain under curb for all of the west side of Garfield

leave 140' C&G in place

remove all asphalt, concrete base and aggregate base from project. replace with compacted aggregate level with adjacent pavement/curb and gutter



Bradford Cir

City of Moberly City Council Agenda Summary

Agenda Number: #4.
 Department: Administration
 Date: July 6, 2020

Agenda Item: A Resolution Approving Grant Funding To Area Civic And Charitable Organizations And Authorizing The City Manager To Execute Annual Service Agreements With Area Civic And Charitable Organizations

Summary: These are annual contracts that are done each year. Staff is recommending bring these agreements for the amount shown for final approval.

Moberly Area Council on the Arts	\$1,000
Moberly Area Chamber of Commerce	\$15,750
Senior Multipurpose Center	\$4,000
NOMO Foundation	\$1,000
Moberly Community Betterment	\$1,500

Recommended

Action: Approve this resolution

Fund Name: General Services/ Audit Fees

Account Number: 100-013-5405

Available Budget \$: \$0

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

BILL NO: _____

RESOLUTION NO: _____

A RESOLUTION APPROVING GRANT FUNDING TO AREA CIVIC AND CHARITABLE ORGANIZATIONS AND AUTHORIZING THE CITY MANAGER TO EXECUTE ANNUAL SERVICE AGREEMENTS WITH AREA CIVIC AND CHARITABLE ORGANIZATIONS.

WHEREAS, the city has received funding requests from various local civic and charitable organizations which provide valuable services to the city and its residents; and

WHEREAS, the City Council hereby authorizes funding of the following organizations in the amounts stated:

Moberly Area Council of the Arts	\$1,000.00
Moberly Area Chamber of Commerce	\$15,750.00
Senior Multipurpose Center	\$4,000.00
NOMO Foundation	\$1,000.00
Moberly Community Betterment	\$1,500.00; and

WHEEREAS, annual service agreements with each named organization are to be executed prior to the transfer of any approved funding.

NOW, THEREFORE, the Moberly, Missouri, City Council hereby approves funding of the named civic and charitable organizations in the amounts listed and further authorizes the City Manager to execute an annual service agreement with each organization prior to the transfer of any approved funding.

RESOLVED this 6th day of July, 2020, by the Council of the City of Moberly, Missouri.

Presiding Officer at Meeting

ATTEST:

City Clerk

Senior Americans Multipurpose Center

205 Farror Street

Moberly, Missouri 65270

June 2nd, 2020

City of Moberly

101 West Reed Street

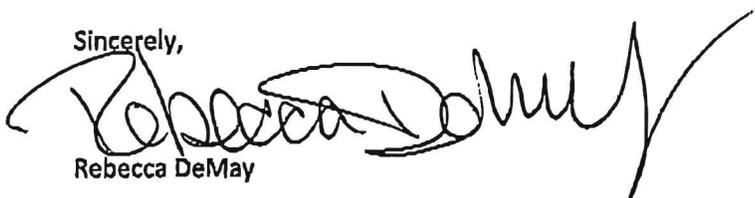
Moberly, Missouri 65270

Dear City Manager and Moberly City Council Members:

The Senior Americans Multipurpose Center Board of Directors, Volunteers, Participants and Staff wish to thank you for your continued support of our program. As you know, our Senior Center provides congregate and home delivered meals five days a week to the elderly and disabled of Randolph County. In addition, other services include social activities, medical screenings, pharmacy plans, exercise, etc. All of these services are free, and meals are provided on a contribution basis. No one is denied our services because of inability to pay.

Our program continues to make every effort in helping those in need of our services, and it is only through community assistance that we can successfully meet this challenge. We are again requesting support from The City of Moberly. We are grateful that you recognize the value of our program to our senior citizens and disabled, and hope that you will continue to partner with our organization by extending our contract for the 2020/21 fiscal year. Attached is a report giving a breakdown of meals served, and activity units provided during the 2019/20 fiscal year. If you have any questions, please give me a call.

Sincerely,



Rebecca DeMay

SAMC Administrator

Contract

The Senior Americans Multipurpose Center, 205 Farror Street, Moberly, Missouri, will provide 940 meals, the actual cost being \$7.49 to the elderly and disabled in Moberly for \$4,000.00 for our projected year July 1st, 2020 through June 30th 2021.

In addition to the above, 15,000 units of social service or more, one hour constituting a unit of service, will be provided at no charge for the project year.

With this contract the elderly and disabled will be provided health and welfare services which is the goal of the Senior Americans Multipurpose Center.

One hot nutritious meal will be provided to the homebound elderly or disabled in order to help maintain them in their own home. The mobile elderly or disabled will receive a hot nutritious meal at our local nutrition site, and a program of social activities will also be available to add to their well being.



SAMC Director

6-4-2020.

Date

City Representative

Date

SENIOR AMERICANS MULTIPURPOSE CENTER
ANNUAL REPORT
JULY 1, 2019-JUNE 30, 2020

NUTRITION PROGRAM

SITE MEALS	15,397
HOME DELIVERED MEALS	<u>64,097</u>
TOTAL MEALS PROVIDED	79,494

ACTIVITIES AND VOLUNTEERS

	<u>UNITS PROVIDED</u>
PITCH	1510
PINOCHLE	2608
MUSIC FUN	128
HEALTH SCREENINGS	309
CHURCH	490
BINGO	715
STAMP-UP CLASS	70
RED HATS	130
EXERCISE CLASS	544
COOLING CENTER	276
GUESS WHAT SHOP	1255
SPECIAL ACTIVITIES	812
MOVIE NIGHT	35
BIBLE STUDY	319
VOLUNTEER HOURS	27201
TOTAL ACTIVITY UNITS	35085

**PUBLIC SERVICE AGREEMENT
BY AND BETWEEN
MOBERLY COMMUNITY BETTERMENT AND THE CITY OF MOBERLY, MISSOURI**

This Agreement, made and entered into this ____ day of July 2020, is by and between Moberly Community Betterment (hereinafter referred to as the "Contractor") and the City of Moberly, Missouri, (hereinafter referred to as the "City").

WITNESSETH:

WHEREAS, Moberly Community Betterment helps Missouri communities enhance their life through overall community development, planning and implementation.

WHEREAS, the City is a major investor in the program due to its interest in community development and planning: and

WHEREAS, Moberly Community Betterment programs traditionally require public subsidy, and

WHEREAS, the City and Moberly Community Betterment have agreed that the City's contribution shall be \$1,500.00 per fiscal year.

NOW THEREFORE, in consideration of mutual undertakings and mutual benefits from Moberly Community Betterment set forth, the Contractor and City agree as follows:

I. SCOPE OF SERVICES

The Contractor will provide the following services and improvements:

- A. Organizations-continue to facilitate promote and showcase meaningful community efforts for the community.
- B. Encouraging and participating in projects and events that improve the attractiveness of the area and which seek to enhance the quality of life for its citizens.
- C. Recruiting membership and soliciting volunteers who will seek creative partnerships and collaborations among civic, educational, religious, government as well as other entities in order to be successful.
- D. Initiating projects, when necessary, to meet the community's vision and goals.

II. TERM AND TIME OF PERFORMANCE

The term of this Agreement shall be for one year with the City's option to renew annually for an additional term. Exercise of the option to renew for an additional term shall be subject to the annual review of performance pursuant to the scope of services by the City Manager.

III. COMPENSATION AND METHOD OF PAYMENT

The City hereby agrees to compensate the Contractor for the services in Section I of this Agreement in the amount of \$1,500.00 annually. All compensation for Contractor services is subject to annual review and appropriation by the City Council.

IV. AUDIT, INSPECTION OF RECORDS, AND ANNUAL REVIEW

The Contractor shall permit an authorized representative of the City to inspect and audit all data and records of the Contractor related to their performance under this Agreement.

V. SUBCONTRACTS

The Contractor and City hereby agree that this Agreement shall not be assigned, transferred, conveyed or otherwise disposed of without prior written consent of the other party to the Agreement.

VI. NON-DISCRIMINATION PROVISIONS

The Contractor and its subcontractors will not discriminate against any employee or applicant for employment because of race, color, religion, sex, or national origin. The Contractor will take affirmative action to ensure that applicants are employed in good faith. The Contractor and its subcontractors will comply with all provisions of Executive Order 11246 of September 24, 1965, and the rules, regulations, and relevant orders of the Secretary of Labor.

VII. COMPLIANCE WITH THE LAW

All parties shall comply with all applicable federal, state, and local laws, ordinances, codes and regulations.

VIII. INTEREST OF LOCAL PUBLIC OFFICE

No member of the City Council of the City of Moberly, or any officer, employee, or agent of the City who exercises any functions or responsibilities in connection with review or approval of the work to which this Agreement pertains, shall have any personal interest, direct or indirect, in the Agreement or the proceeds thereof except as permitted by the laws of the State of Missouri.

IX. AMENDMENTS

In order to provide necessary flexibility for the most effective execution of this Agreement, whenever both the City and the Contractor mutually agree, changes to the Agreement may be effected by placing them in written form and incorporating them in to this Agreement as an Amendment.

X. SEVERABILITY

It is mutually agreed that in case any provision of the Agreement is determined by a court of law to be unconstitutional, illegal, or unenforceable, it is the intention of the parties that all the other provisions of the Agreement shall remain in full force and effect.

XI. ENTIREMENT AGREEMENT

This Agreement constitutes the entire agreement between the parties with respect to its subject matter and any prior agreements, understandings, or other matters, whether oral, written, are hereby merged into and made part hereof, and are of no further force or affect.

IN WITNESS WHEREOF, the parties hereto have executed the Agreement as of the date and year first above written.

City of Moberly, Missouri
A Municipal Corporation

Moberly Community Betterment

Brian Crane, City Manager

President

ATTEST:

D. K. Galloway, City Clerk

Approved as to Form:

Randall Thompson, City Attorney

AGREEMENT FOR SERVICES TO BE RENDERED
BY
MOBERLY AREA CHAMBER OF COMMERCE

THIS AGREEMENT entered into this _____ day of _____, 20____, by and between the **CITY OF MOBERLY, MISSOURI**, hereinafter referred to as "**City**", acting by and through its City Council, hereinafter referred to as "**City Council**", and the **MOBERLY AREA CHAMBER OF COMMERCE**, a corporation formed and existing under the General Not For Profit Corporation Act of Missouri, hereinafter referred to as the "**MACC**".

RECITALS

1. Moberly Area Chamber of Commerce is organized for the purpose, among others, of promoting and supporting business, promoting the increase and the availability of employment, promoting the general economic welfare in Randolph County and Moberly and improving communications among the communities of the County.

2. **City Council** is desirous of retaining and employing **MACC** and securing its services for the above stated purpose.

AGREEMENT

In consideration of the premises and the covenants and the promises hereinafter set forth, it is mutually agreed by the parties hereto as follows:

1. **MACC** will, and does, hereby undertake to carry out the following activities on behalf of **CITY** and to render the following services:

- a. The promotion, retention, and expansion of business presently operating in Moberly and Randolph County.
- b. The taking of necessary steps to attract new business to Moberly and Randolph County

- c. The implementation of research projects designed to achieve the objects states in paragraphs (a) and (b) above.
- d. The promotion of through advertising and/or other means, of the natural resources, human resources, and other basic advantages of Moberly and Randolph County.
- e. The promotion of the Moberly area through various means with the intent of attracting visitors for the purpose of tourism and as new residents with the expected result of increased economic activity for the community.

2. In consideration of the promises and of the services agreed to be performed by the **MACC**, the **CITY** agrees to pay the **MACC** the sum of **FIFTEEN THOUSAND SEVEN HUNDRED FIFTY AND NO CENTS (\$15,750.00)** annually which sum is attributable to the services provided to the **CITY** by **MACC** as follows:

The Moberly Area Chamber of Commerce is being called upon to engage in City activities at a higher level than ever before. From Community Improvement District management and economic and real estate development, to tourism promotion and facilitation of Community Betterment activities, the Chamber is meeting and exceeding its mission and expectations. This is due, in no small part, to the creative and energetic work of a powerful team.

Technology: \$4,750

While the Chamber is a member-driven organization and the membership financial structure is under review, a substantial annual dues increase is not practical. In order to continue to support the City's goals at ever increasing levels of involvement, the Chamber's preexisting

activities need to be streamlined. Investment in proven industry technology will make the organization even more effective.

Personnel Management: \$5,500.00

The Chamber is excited to serve the City’s desire for increased tourism. While the Tourism Promotion Service Agreement entered into between the City and the Chamber provides funding for a Tourism Specialist and part-time administrative support, it did not address the management aspect required for personnel development or process improvement.

Ongoing Project Management: \$5,500.00

The Chamber’s engagement at the City and Regional level has increased exponentially as investment in our city grows. The CID social media and marketing agreement does not include the management of the website or investor outreach. As new ideas are naturally generated through ongoing collaboration with the City Council, in downtown Moberly and with MAEDC, the project management load continues to increase.

3. The services of the **MACC** are to commence upon the 1st day of July, 2020 and shall be for a period expiring the 30th day of June, 2021.

4. This agreement may be terminated by either party with just cause, provided that the terminating party shall give written notice to the other party at least three (3) months prior to termination of this agreement.

5. The execution and approval of this agreement by the **City Council** is not intended to and does not in any manner make the **MACC** an agent, agency, or servant of the City of Moberly, it being expressly understood that the **MACC** is in all respects an independent

contractor, and the only liability of the **City Council** created by the terms of the agreement is the obligation to pay the **MACC** for services rendered.

6. **MACC** shall keep its books and records open for inspection at reasonable times by any persons or entities designated by the **CITY** to perform audits.

7. This agreement shall be effective upon execution by the parties herein.

The parties hereto have caused this agreement to be duly executed as of the _____ day of _____, 20_____.

CITY OF MOBERLY

City Manager

ATTEST:

D.K. Galloway, City Clerk

MOBERLY AREA CHAMBER OF COMMERCE

By: _____
Chris Weathers, President

Heather Martin, Vice President

AGREEMENT FOR SERVICES TO BE RENDERED
BY
MOBERLY AREA COUNCIL ON THE ARTS

THIS AGREEMENT entered into this _____ day of _____, 20____, by and between the **CITY OF MOBERLY, MISSOURI**, hereinafter referred to as "**City**", acting by and through its City Council, hereinafter referred to as "**City Council**", and the **MOBERLY AREA COUNCIL ON THE ARTS**, a corporation formed and existing under the General Not For Profit Corporation Act of Missouri, hereinafter referred to as the "**MACA**".

RECITALS

1. Moberly Area Council On The Arts is organized for the purpose of promoting the arts and other cultural aspects of the community.
2. **City Council** is desirous of retaining and employing **MACA** and securing its services for the above stated purpose.

AGREEMENT

In consideration of the premises and the covenants and the promises hereinafter set forth, it is mutually agreed by the parties hereto as follows:

1. **MACA** will, and does, hereby undertake to carry out the following activities on behalf of **CITY** and to render the following services:
 - a. Promoting the arts and other cultural aspects of the community.
2. In consideration of the promises and of the services agreed to be performed by the **MACA**, the **CITY** agrees to pay the **MACA** the sum of **ONE THOUSAND DOLLARS AND NO CENTS (\$1,000.00)** annually.
3. The services of the **MACA** are to commence upon the 1st day of July, 2020 and shall be for a period expiring 30th day of June, 2021.

4. This agreement may be terminated by either party with just cause, provided that the terminating party shall give written notice to the other party at least three (3) months prior to termination of this agreement.

5. The execution and approval of this agreement by the **City Council** is not intended to and does not in any manner make the **MACA** an agent, agency, or servant of the City of Moberly, it being expressly understood that the **MACA** is in all respects an independent contractor, and the only liability of the **City Council** created by the terms of the agreement is the obligation to pay the **MACA** for services rendered.

6. **MACA** shall keep its books and records open for inspection at reasonable times by any persons or entities designated by the **CITY** to perform audits.

7. This agreement shall be effective upon execution by the parties herein.

The parties hereto have caused this agreement to be duly executed as of the _____ day of _____, 2020.

CITY OF MOBERLY

City Manager

ATTEST:

D.K. Galloway, City Clerk

MOBERLY AREA COUNCIL OF THE ARTS

By: _____
Becky Kreek, President

Raey Gilmour, Vice President

City of Moberly City Council Agenda Summary

Agenda Number: #5.
 Department: Public Utilities
 Date: July 6, 2020

Agenda Item: A Resolution Authorizing Use of Jacobs Engineering Group, Inc., As A Professional Consultant To Provide Engineering Services For Water And Sewer Projects.

Summary: The City of Moberly conducted a request for qualifications to select an engineering firm for water and sewer planning, communication, design, bid documents and construction observation. The scoring committee ranked the firms and Jacobs Engineering scored the highest. Staff recommend that the council begin negotiations with Jacobs Engineering Group LLC for development of an on-call contract for water and sewer engineering services.

Recommended

Action: Approve this resolution.

Fund Name: Design Engineering

Account Number: 304.000.5408

Available Budget \$: N/A

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

BILL NO: _____

RESOLUTION NO: _____

A RESOLUTION AUTHORIZING USE OF JACOBS ENGINEERING GROUP, INC., AS A PROFESSIONAL CONSULTANT TO PROVIDE ENGINEERING SERVICES FOR WATER AND SEWER PROJECTS.

WHEREAS, pursuant to Section 2-436(b) of the City Code the Utilities Department identified a project for which professional engineering services is necessary and drafted a Request for Proposals to provide engineering services for water and sewer projects anticipated by the recent bond election; and

WHEREAS, seventeen (17) firms responded to the Request for Proposal and all responses were reviewed and scored by a selection committee; and

WHEREAS, Jacobs Engineering Group, Inc., was found to be the most qualified firm and was recommended by staff to the City Manager as the successful candidate; and

WHEREAS, the City Manager accepted the recommendation of the selection committee of Jacobs Engineering Group, Inc.

NOW, THEREFORE, the Moberly, Missouri, City Council hereby approves and authorizes the use of Jacobs Engineering Group, Inc., to provide engineering services for water and sewer projects anticipated by the recent bond election with each project to be presented to the City Council for specific contracting.

RESOLVED this 6th day of July, 2020, by the Council of the City of Moberly, Missouri.

Presiding Officer at Meeting

ATTEST:

City Clerk



Qualifications for engineering services, surveying,
and construction observation

The City of Moberly, Missouri is requesting qualifications for engineering services, surveying, and construction observation to address drinking water and sanitary sewer pipeline infrastructure improvements, wastewater lift stations design, stormwater improvements, and integrated management planning for the City of Moberly, Missouri. The engineering services required may include planning, design, and construction oversight of the projects. Additional instructions about the submittal process and content of the submittal including information about the specific services required and a description of planned projects can be obtained by email to: Paige Bennett, Utility Coordinator, City of Moberly, pbennett@cityofmoberly.com. Facility plans and engineering reports should adhere to 10 CSR 20-8.110 Engineering Reports, Plans, and Specifications. Planned funding for the project is through the Missouri Department of Natural Resources but may also include funding through the Community Development Block Grant Program as well as the Missouri Department of Economic Development and direct financing through lease purchase.

Qualification information provided to the City shall include:

- A. The specialized experience and technical competence of the firm with respect to the type of services required;
- B. The capacity and capability of the firm to perform the work in question, including specialized services, within the time limitations fixed for the completion of the project;
- C. The past record of performance of the firm with respect to such factors as a control of costs, quality of work, and ability to meet schedules;
- D. The firm’s proximity to and familiarity with the area in which the project is located.
- E. The firm’s professional experience in designing similar projects.

The firm will be selected based on qualifications. Once the most qualified firm is selected, an engineering agreement will be negotiated.

The City of Moberly will not accept communications regarding the solicitation during the advertised period. A meeting will be held Wednesday, January 22, 2020 at 1:30 pm at City Hall, 101 W Reed Street for interested firms to ask questions. To be considered, submittals of qualifications must be submitted no later than February 10, 2020 at 10:00 am to the attention of City Clerk at 101 W. Reed Street, Moberly, Missouri 65270. Packages should be shipped clearly marked “Qualifications for Utility Engineering Services” on both the outside of the box and the inside sealed submittals.

The City of Moberly is an Equal Opportunity Employer and invites the submission of qualifications from Women and Minority Business Enterprises.

The Qualifications Packet (“Packet”) will be received until **10:00 AM local time on Monday, February 10, 2020**, via mail or in person. Late packets will not be considered. There will be no formal opening.

Packets may be downloaded from <http://www.Cityofmoberly.com> Note that failure to notify Paige Bennett at (660-269-7673) or pbennett@cityofmoberly.com that you have downloaded a packet may preclude you from receiving any addenda issued.

All consultants are required to comply with the provisions of Missouri Revised Statutes and the Moberly Municipal Code.

The City of Moberly may reject any and all packets, including without limitation all nonconforming, non-responsive, or conditional packets, and may reject the packet of any consultant if the City believes that it would not be in the best interest of the City to contract with that consultant. The City reserves the right to waive irregularities and/or formalities as deemed appropriate.

SECTION 1 – GENERAL INFORMATION

1.1 SUMMARY OF REQUEST

The City is seeking the services of highly qualified consultants to perform civil and environmental engineering, surveying, construction observation, planning, and related professional services for projects involving the planning, construction, reconstruction or rehabilitation of utility infrastructure facilities including water main replacements and extensions; booster pump station, sewer collection system rehabilitation; combined sewer/stormwater separation; sewer lift stations; source water protection planning; Municipal Separate Storm Sewer System program implementation; stormwater management and water and other natural resources; related land use and public involvement services; and to otherwise assist the City in completing selected engineering and capital improvement projects. The City of Moberly has an approved Memorandum of Understanding with the Missouri Department of Natural Resources to develop and implement an Integrated Management Plan. Work will include assisting the City of Moberly in development and implantation of this plan.

A. The City seeks to establish a short list of consultants that appear to be the best fit considering the following categories:

- Utility Infrastructure Improvements including Design and Engineering Services for Water Distribution, Stormwater, and Wastewater Collection Systems;
- Stormwater Management and Water Resources;
- Geotechnical Engineering and Geologic Consulting Services;
- Surveying Services;
- General Community Planning Services; and
- Architectural Services.
- Source Water Protection Plan Implementation
- Drinking Water Treatment Plant Optimization
- Booster Pump Station(s)
- Sewage Lift Stations
- Hydraulic Modeling for drinking water distribution, sewer collection system, and stormwater
- Geotechnical Services associated with various projects

It is the City’s intent to develop a short list of qualified consultants to be interviewed. The City may partner with multiple consultants as a result of this RFQ.

Following the City’s selection of individuals and/or firms, the City will negotiate separate, project specific Task Agreements. Each Task Agreement will identify the type of services, work scope, fee, and terms of payment for services. For specific projects, the City may determine that additional expertise is required (such as landscape architecture, electrical engineering, surveying, etc.). The City can elect to assemble or augment project teams to cover all required disciplines.

B. A tentative schedule for this RFQ process is provided below:

January 8, 2020	Advertise RFQ
10:00 AM local time, Monday, February 10, 2020	Packets Due
February 20, 2019	Completion of Packet Evaluations
February 24-28, 2020	Short List Interviews (If City desires to conduct interviews)
March 4, 2020	Select Consultant(s)
March 11, 2020	Agreement Fee Schedules Complete
March 16, 2020	Recommend Agreement Approval to Council during Work Session, Approval of contract recommended at Council Meeting April 6, 2020

SECTION 2 – NATURE OF WORK

2.1 INTRODUCTION

The City views its relationship with consultants as a partnership and an extension of staff to assist the City as needed in planning, design, review, and construction of public improvements. The consultants will provide technical expertise, services, and resources as needed.

Construction projects will normally be designed and constructed in accordance with Missouri Department of Natural Resources Design Guides, 10 States Standards, American Water Works Association, American Public Works Association and/or the City of Moberly's Public Utilities Water and Sewer Standard Specifications

All services shall satisfy and comply with all applicable Federal, State, and local testing and design standards.

2.2 CATEGORIES OF PROFESSIONAL SERVICES

The City seeks professional services in the following areas:

A. UTILITY INFRASTRUCTURE IMPROVEMENTS INCLUDING DESIGN AND ENGINEERING SERVICES FOR WATER DISTRIBUTION, STORMWATER, AND WASTEWATER COLLECTION SYSTEMS

The consultant shall perform planning and engineering services for City utility infrastructure improvements. Improvement projects may include complex tasks such as retrofitting existing drinking water, wastewater or stormwater facilities.

Phases of work tasks may include, but are not limited to, the following: facility planning reports, project management, planning and engineering, final design, and construction engineering. Details upon each phase will be discussed on a project-by project basis.

B. STORMWATER MANAGEMENT AND WATER RESOURCES

The consultant shall perform engineering services for various surface water management and water resources planning, permitting, or other project activities. Work under this category will likely involve NPDES MS4 permit consulting work, broad-based modeling and master planning work, or projects that include a water resources component (such as wetlands or creek restoration work). At a minimum, anticipated services in this category may include, but are not limited to, specialization and significant experience in the following activities: project management, regulatory support (NPDES, MS4, total maximum daily load (TMDL), underground injection control (UIC), COE, MDNR, wetland delineation, water quality monitoring and data interpretation, and FEMA), surface water management, watershed projects, master planning, preliminary engineering, final design engineering, and construction engineering and observation.

C. GEOTECHNICAL ENGINEERING AND GEOLOGIC SERVICES

Services in this category may include investigations, analyses, and reports on geology,

groundwater, hydrogeology and soils in support of structural design of roadways, foundations, and other facilities, and developing design options for projects as required. These services may also include analyses related to identification and correction of an existing hazardous or unacceptable condition, peer review services, and value engineering services.

Geotechnical services also may include materials sampling and laboratory testing and analysis of soils, crushed rock, Portland cement concrete, asphaltic concrete, and other construction materials during construction for contract specification compliance. Services may include development of Proctor curves, compaction testing for roadways or trenches, preparation and testing of concrete cylinders or beams, and testing asphalt and concrete pavement during and/or after construction.

D. SURVEYING SERVICES/ GIS Mapping

Services in this category may include Conventional and GPS Surveying for any project the City may have surveying needs for including any project that would fall under the services described in this RFQ. These services will be used to provide horizontal and vertical location of existing conditions information for engineering design. This may also include surveying after construction for as-built records and any other surveying needs the City may have. Additionally, the City requires development of a stormwater system map including inlet inspections, culvert locations and inspections including elevations, and creation of a GIS layer for the City’s GIS system. Additional features may also be surveyed at the same time including water main valves, hydrants, fittings, and verification of sanitary sewer manholes location and inspection in selected areas.

E. INTEGRATED MANAGEMENT PLANNING SERVICES

The City of Moberly has a memorandum of understanding (MOU) with the Missouri Department of Natural Resources (MDNR) for the development of an Integrated Management Plan. The plan will contain the necessary components of an integrated management plan as written in the EPA Framework and the MDNR IMP Guidance. The MOU will address and provide for implementation timeframes and schedules for projects and capital expenditures relating to Moberly’s drinking water supply, treatment, and distribution systems, Missouri State Operating Permits, Municipal Separate Storm Sewer System (MS4) permit, Pretreatment Program, and Long-Term Control Plan for Combined Sewer Overflows. Services in this category may include, but are not limited to, the following work activities: update, analyze and forecast trends relevant to the City, current and long-range planning projects, the ability to conduct outreach efforts to engage community participation, create infrastructure improvement plans, and coordinate multiple environmental regulations, funding opportunities, and economic development needs. Services in this category may include reviewing and providing recommendations to the City on community goals.

2.3 CONSULTANT’S WORK PRODUCTS

Consultants shall submit work products to the City that may include but are not limited to the following:

- A. Property descriptions for right-of-way acquisition, including easements.
- B. Preliminary and final plans, reports, exhibits, models, renderings, and other information hard copy, electronic file, or any reproducible media as requested by the City.
- C. Construction drawings in both a 24” x 36” format and a reduced 11” x 17” format, on paper and reproducible media.
- D. Survey maps and placement of monuments as required by the City.
- E. As-built record drawings hard copy, electronic file, or any reproducible media as requested by the City.
- F. Project files, including permits, correspondence, memoranda, telephone logs, inspection reports, and testing results.
- G. Land use permit applications.
- H. Complete permit applications from other agencies.
- I. Submittals in compliance with MDNR SRF and other funding agency requirements.

2.4 SERVICES TO BE PROVIDED BY THE CITY

For projects contracted directly with the City, the City will provide the following services:

- A. Provide a project manager who is responsible for overall project management and will provide coordination between the consultant and the City.
- B. Establish the work scope and design parameters for each project, including related standards.
- C. Make available mapping and design information previously developed.
- D. Make available survey control data, if available.
- E. Make available guidelines, policies, and regulations to be used in review and/or developing design.
- F. Submit applications to the State and/or County for required permits. (Note consultant will prepare and may be requested to submit the applications. This may include MDNR construction permit applications and Army Corps of Engineers 404 permit applications as necessary.)

G. Maintain records and process payment requests.

H. Legal review of all contracts, bid forms, and real property conveyances.

2.5 PROPOSED CITY PROJECTS

The projects that could be anticipated by the City over the next five (5) years requiring the services covered by this RFQ are included in the attached Capital Improvement Program.

SECTION 3 – SUBMITTAL INSTRUCTIONS

3.1 MINIMUM CONSULTANT QUALIFICATIONS

Consultants must meet all the following minimum qualifications to be eligible to respond to the RFQ and to enter into an agreement:

- A. Be duly licensed and certified to perform the professional services offered by the RFQ.
- B. Utilize computer equipment, software and systems compatible with current City computer equipment, software and systems. The selected consultants' computer services and submittals must be compatible with current City equipment. The City typically uses the Windows 10 operating system and uses the following software:
 - Word processing using the Microsoft Office Word 2013 and 2016.
 - Financial tracking and other spreadsheets with Microsoft Excel.
 - Computer aided drafting (CAD) with AutoCAD Civil 3D 2013. Submittals must be in .DWG format and include all reference and plotting files.
 - Geographic information system (GIS) with ESRI ArcGIS 10.3.1.
- C. Have in effect or able to obtain the insurance coverage required by the City (do not provide insurance certificates with the packet). Insurance coverage includes the following categories of insurance: 1) Comprehensive General Liability, 2) Professional Liability – Errors and Omissions, 3) Automobile Liability, and 4) Worker's Compensation.

3.2 PROCEDURE FOR PACKET SUBMITTAL

A firm may submit a packet for one (1) or more of the categories of professional services requested in the RFQ. If submitting for more than one (1) category of professional services, one (1) packet that clearly distinguishes qualifications for each category in which consideration is being sought shall be submitted.

Regardless of submitting the packet for one (1) or more categories, the maximum number of pages is seventeen (17).

3.3 GENERAL REQUIREMENTS

- A. Packets must be submitted via mail or in person to City Clerk, City of Moberly, 101 W. Reed Street, Moberly, MO 65270 by the time and date specified in this RFQ.
- B. Packets are limited to seventeen (17) pages as identified in Section 3.9. Cover and divider pages will not be included in the count of pages.
- C. An authorized representative of the Consultant must sign the packet and their name and title must appear below the person's signature. The signing of the proposal certifies:

1. The person signing the packet has the legal authority to do so on behalf of the Consultant;
2. The Consultant has not made and will not make any attempt to induce any other person or firm to submit or not submit a packet;
3. That to the best of Consultant’s knowledge, no employee of the City of Moberly, or any partnership or corporation in which a City employee has an interest, will or has received any remuneration of any description from Consultant, either directly or indirectly, in connection with the letting or performance of any contract resulting from this RFQ; and
4. The statements contained in the packet are true and complete to the best of the Consultant’s knowledge.

3.4 COST OF PREPARING A PACKET

The RFQ does not commit the City to paying any costs incurred by Consultant in the submission or presentation of a packet, or in making the necessary studies for the preparation thereof.

3.5 PACKET VALIDITY PERIOD

The information included in the packet shall remain valid for 120 days from the due date or until the agreement is approved.

3.6 SUBMISSION REQUIREMENTS

Packets must be provided and submitted via mail or in person no later than **10:00 AM local time on Monday, February 10, 2020**. There will be no formal opening. Late packets will not be considered.

3.7 INTERPRETATIONS AND ADDENDA

All questions regarding this RFQ shall be directed to _Mary West-Calcagno, Director of Public Utilities at mwc@cityofmoberly.com. Questions received via any other method will not be addressed. The City of Moberly will not accept communications regarding the solicitation during the advertised period outside of the prescribed process. If necessary, interpretations or clarifications in response to such questions will be made by issuance of an “Addendum” to all prospective Consultants within a reasonable time prior to closing, but in no case less than 72 hours before the closing. If an addendum is necessary after that time, the City, at its discretion, can extend the closing date. A meeting to address questions will be held January 22, 2020 at 1:30 PM at City Hall at 101 W. Reed Street Moberly, MO 65270. All questions must be submitted prior to 5:00 PM on January 31, 2020.

Only questions answered by formal written addenda will be binding. Oral and other interpretations or clarifications will be without legal effect.

3.8 FEDERAL ID REQUIRED

Upon award of proposal, consultant shall complete a W-9 form for the City.

3.9 PACKET CONTENT

Packets shall consist of the following, totaling at seventeen (17) pages:

- A. Exhibit A - Summary – 3-page max;

The Summary Sheet is provided as **Exhibit A** in this RFQ packet. Please complete the sheet as it is relevant to each Consultant’s submittal and provide as the first page of the packet, not including the cover page.

- B. Introductory Letter – 1-page max;

Address the Introductory Letter to Brian Crane, City Manager.

- C. Firm and Key Personnel Qualifications and Quality of Client Services – 3 pages max; and

- D. Supporting Documentation- 10 Pages Max.

Within the packet, the following must be included:

1. A statement naming the person or persons authorized to represent the consultant in any negotiations and sign any agreement that may result;
2. A statement acknowledging any addenda;
3. Any litigation to which the firm is a party; any bankruptcy settlements or unpaid judgments against the firm or its principals; and any previous contracts that the firm defaulted on and/or was terminated and reasons for the default(s) and/or termination(s); and
4. A statement indicating that the firm has in effect or can obtain the insurance coverage required by the City (do not provide insurance certificates with the packet). If selected, consultants shall provide satisfactory proof of insurance for all coverage. Moreover, on all insurance the selected consultant shall name the City, its officials, employees, and agents, as additional insureds (except workers’ compensation, professional liability and professional errors and omissions policies). Affirmatively state that consultant can comply with these two (2) requirements or explain why such an affirmation cannot be provided.

Additional guidelines are listed below:

- Illustrate the consultant’s qualities, previously listed, that are a good fit for this RFQ.
- Please identify information, qualifications and staff location pertinent to the proposed project team.
- Do not include projects that current personnel or Subconsultant performed for another firm. Please note packets may be excluded from further consideration if projects are included that the firm or its subconsultants did not perform.

- Availability for meetings, joint field work, and other combined efforts; commitment to timely delivery of work products; and commitment to timely communication with City staff.
- Success and strategies in minimizing the number of contract change orders on design and construction projects managed by the firm.
- Supporting documentation may include graphs, charts, photos, resumes, excerpts of plans or reports; a narrative explaining potential City of Moberly challenges; experience with local agency projects; experience with each discipline; and project examples and materials that illustrate innovative solutions.

SECTION 4 – EVALUATION AND SELECTION OF CONSULTANTS, AND ADMINISTRATION OF PERSONAL SERVICE AGREEMENTS

4.1 EVALUATION CRITERIA

A selection committee comprised of City staff will evaluate the packets based on the criteria and weight given to each as set forth in the table below. Submitted packets will be judged on the completeness and quality of its content. Based on the evaluations, multiple qualified firms will be selected to be short-listed and interviewed by the City.

PACKET CONTENT AND EVALUATION CRITERIA	MAXIMUM SCORE
Exhibit A – Summary Sheet	5 (pass/fail)
Introductory letter	10 (pass/fail)
Firm and Key Personnel Qualifications and Quality of Client Service	25
Supporting Documentation	20
Total Possible Points	60

NOTE: Any packets that are incomplete or non-responsive may not be considered, including page restrictions.

4.2 CITY MAY REQUEST MORE INFORMATION

More information may be requested to fully and accurately evaluate packets if two (2) or more packets seem to be equally qualified. The City reserves the right to obtain clarification of any point in a firm’s packet or to obtain additional information necessary to properly evaluate a particular packet. Failure of a Consultant to respond to such a request for additional information or clarification could result in rejection of the firm’s packet.

4.3 CONSULTANT SELECTION FOR SPECIFIC WORK

The City will utilize agreements at their discretion based on needs and workload and dependent on qualification of each consultant.

As the need may arise with regard to a particular project, the City reserves the right to award work covered under this solicitation using a different procurement method, if use of such alternative solicitation process for the particular project is deemed by the City to be in the best interest of the City.

4.4 RESERVATION OF CITY RIGHTS

The City reserves all rights regarding this RFQ, including without limitations, the right:

- A. To waive any minor irregularity, informality, or non-conformity with the provisions or procedures of this RFQ, and to seek clarification from the consultant if required.
- B. To reject any packet that fails to substantially comply with all prescribed solicitation procedures and requirements.
- C. To base awards with due regard to quality of services, experience, compliance with

specifications, and other such factors as may be necessary in the circumstances.

- D. To make the award to any vendor whose packet, in the opinion of the Council, is in the best interest of the City.
- E. To investigate the references and past performance of any consultant with respect to its successful performance of similar services, compliance with specifications and contractual obligations, and its lawful payment of suppliers, subcontractors, and workers. The City may postpone the award or execution of the contract after the announcement of the apparent successful consultant in order to complete its investigation.

Exhibit A – Summary Sheet

RFQ for On-Call Engineering and Professional Services City of Moberly, Missouri

Name of Consulting Firm: _____

Consulting Firm Address: _____

Consultant Contact for this RFQ

Name: _____ Phone: __ Email: _____

This RFQ packet is for the following categories of services (check all that apply):

- Utility Infrastructure Improvements for
- Drinking Water Utility Infrastructure
- Improvements for Stormwater Utility Infrastructure Improvements for Wastewater including the combined sewer system
- Stormwater Management and Water Resources, Including Source Water Protection
- Geotechnical Engineering and Geologic
- Consulting Services Integrated Management Planning Services including Public Relations and communications.
- Architectural Services
- Wastewater Treatment Facility including optimization and future upgrades to meet nutrient removal and biosolids treatment.
- Surveying Services
- GIS Mapping including surveying and development of new stormwater features layer and field verification of drinking water system features including meters, hydrants, valves, and verification of sanitary sewer system features including select manhole inspections and locations.
- Integrated Management Planning/Coordination
- Drinking Water Treatment Plant Optimization

If subconsultants are necessary, please provide for what service and whom your firm would hire.



Shane Graupman
Missouri Department of Natural Resources
P.O. Box 176
Jefferson City, Missouri 65102

RE: Request for Qualifications (RFQ)

The City of Moberly, Missouri is currently requesting qualifications for engineering services. Please see the attached detailed RFQ regarding drinking water and sanitary sewer pipeline infrastructure improvements, wastewater lift station design, stormwater improvements, and integrated management planning for the City of Moberly, Missouri. The engineering services required may include planning, design, and construction oversight of the projects.

Submittals of Qualifications are due back by no later than February 10, 2020 at 10:00 am. A meeting is scheduled for Wednesday, January 22, 2020 at 1:30pm at City Hall, 101 W. Reed Street for interested firms to ask questions.

The city of Moberly is an Equal Opportunity Employer and invites the submission of qualifications from Women and Minority Business Enterprises.

Sincerely,

Mary West-Calcano
Director of Public Utilities

QUALIFICATIONS FOR ENGINEERING SERVICES

The City of Moberly, Missouri is requesting qualifications for engineering services, surveying, and construction observation to address drinking water and sanitary sewer pipeline infrastructure improvements, wastewater lift stations design, stormwater improvements, and integrated management planning for the City of Moberly, Missouri. The engineering services required may include planning, design, and construction oversight of the projects. Additional instructions about the submittal process and content of the submittal including information about the specific services required and a description of planned projects can be obtained by email to: Paige Bennett, Utility Coordinator, City of Moberly, pbennett@cityofmoberly.com. Facility plans and engineering reports should adhere to 10 CSR 20-8.110 Engineering Reports, Plans, and Specifications. Planned funding for the project is through the Missouri Department of Natural Resources but may also include funding through the Community Development Block Grant Program as well as the Missouri Department of Economic Development and direct financing through lease purchase.

The firm will be selected based on qualifications. Once the most qualified firm is selected, an engineering agreement will be negotiated.

The City of Moberly will not accept communications regarding the solicitation during the advertised period. A meeting will be held Wednesday, January 22, 2020 at 1:30 pm at City Hall, 101 W Reed Street for interested firms to ask questions. To be considered, submittals of qualifications must be submitted no later than February 10, 2020 at 10:00 am to the attention of City Clerk at 101 W. Reed Street, Moberly, Missouri 65270. Packages should be shipped clearly marked "Qualifications for Utility Engineering Services" on both the outside of the box and the inside sealed submittals.

The city of Moberly is an Equal Opportunity Employer and invites the submission of qualifications from Women and Minority Business Enterprises.

City of Moberly
RFQ for Engineering Services
Score Sheet

2/11/2020

<i>Company Name</i>	<i>Date Submitted</i>	<i>Exhibit A-Summary Sheet (0-5 Pass/Fail)</i>	<i>Introductory (0-10 Pass/Fail)</i>	<i>Firm and Key Personnel Qualifications and Quality of Client Service (0-25)</i>	<i>Supporting Documentation (0-20)</i>	<i>Total (Total Points Possible 0-60)</i>
Allgeier, Martin & Associates	2/7/2020					
Civil Design, Inc.	2/7/2020					
Crawford, Murphy & Tilly, Inc	2/7/2020					
Klingner & associates, P.C.	2/7/2010					
Howe Company, LLC	2/10/2020					
Engineering Surveys, and Services	2/10/2020					
Barr Engineering Co.	2/10/2020					
Poepping, Stone, Bach & assoc., Inc	2/10/2020					
Bartlett&West, Inc	2/10/2020					
Horner & Shifrin, Inc.	2/10/2020					
Jacobs & Associates, P.C.	2/6/2020					
Gredell Engineering Resources, Inc	2/10/2020					
Mcclure	2/10/2020					
Geosyntec	2/10/2020					
Donohue & Associates, Inc.	2/10/2020					
M3 Engineering Group, PC.	2/10/2020					

Scorer: _____ Date: _____

Scoring Committee:

- Brian Crane
- Tom Sanders
- Mary West-Calcagno
- Tim Patrick
- Matt Everts
- Ben Riles

Sign-In Sheet for RFQ Question & Answer Meeting January 28, 2020

<u>Name</u>	<u>Firm</u>	<u>Phone Number</u>	<u>Email</u>
Mike Hall Dennis Stith Trent Stober David Curran	McClure HDR	573-476-3211 660 415 4910 573-489-5561 573-823-9873	MHall@meeresults.com dstith@meeresults.com trent.stober@hdrinc.com david.curran@hdrinc.com
Doug Seeber	PSBA	217-223-4605	dougseeber@psba.com
ARRIEN HIXSON	DONAHUE ASSOCIATES	618-204-1153	ghixson ghixson@donahue-associates.com
John Forrester Sarah Simon	Allgeier, Martin & Assoc	417-306-8908 (816) 673-7540	John.forrester@amce.com Sarah.Simon@amce.com
BILL ROBISON KURT DICIRO	SMITH & CO ENGINEERS	573-785-9621 573-421-2868	BILLR@SHSMITHCO.COM KURTDC@SHSMITHCO.COM
Jim Ross	Bachett & West	816-282-0307	Jim.ross@BachettWest.com

RFQ Questions and Answers

Questions from RFQ Meeting on January 23th,2020

- 1) **What is the purpose of the summary sheet?** The purpose of the summary sheet is a checklist of which areas your firm is interested in being considered for selection. This does not count as your page count requirements. A revised copy of the Summary Sheet is enclosed with this Addendum.
- 2) **Page 3 lists 12 items, and then summary sheet categories. Do we check those and then outline accordingly? And is each box a different category?** Yes, Page 3 are the general categories of work; the Summary Sheet is our way of tracking which firms want to be considered for what specialties or areas of work.
- 3) **Why is geological service added?** Due to the road slide at the lake, the City has been approved for FEMA money, but also to cover other places we may not be aware of future expansion of the WWTF or other facilities.
- 4) **How many firms are you looking to hire?** This will be project dependent, based on whether our bond issue and capital improvement sales tax extension passes in April 2020.
- 5) **Is your intent to have the firms work together or not?** Yes, we intend the firms to work together, depending on the project. Firms do not have to have teams put together prior to being selected for work.
- 6) **Should firms list the relationships with Geotech firms or no?** Yes.
- 7) **Do we need to list options like CCTVing or not?** Yes, it is possible the City will decide to use SRF loans for Infiltration and Inflow reduction projects.
- 8) **Would we be responsible for the O&M things?** The O & M indication on the list of projects indicates funding source. For instance, the clarifiers at the Water Treatment Plant may be funded through operations and maintenance budget or it may be SRF funded. Either way, we will need specifications and bid packets to select a contractor as well as construction inspection services for projects.
- 9) **Can we email submittals?** We require hard copies, but you can also submit an email version as well, or USB. We must have 6 hard copies received by the deadline.
- 10) **Any Specific font sizes?** Nothing less than 10, page size 8 ½" x 11"
- 11) **Will Table of contents count?** No
- 12) **Please list the senior project manager for point of contact, and what kind of project team coordination we can expect from your firm.**
- 13) **What are you specifically looking for?** Experience: with the city (or with a different community) in the past, the things that you would do differently this time (how do you learn from past projects to make the next project better, smoother, more cost effective). whether it is changing the approach, utilizing a different solution, or added experience. We are looking to get the maximum use of the money we have.
- 14) **Architectural services?** Is it just related to water? Due to future expansion potential at the WWTP, and to cover any issues.
- 15) **You don't do plan review, So who does?** Stormwater land disturbance and post-construction runoff review for the City MS4 land disturbance permit issuance for new development such as subdivisions and commercial/industrial will be contracted out. Some design and/or review of plans will be included in the scope dependent on what new development we have (such as

development at the Moberly Area Industrial Park) and planning for future infrastructure there. We would anticipate plan review to be an on-call basis depending on the area of experience necessary and the capabilities of the firm selected.

- 16) **Can we get a copy of the MOU?** Yes, it is included with this addendum.
- 17) **There was a question regarding the response to 3.9 C on page 11 and how the question about the quality of client services should be answered.** We want to see your firm’s qualifications and key personnel information as well as how you manage quality control/quality assurance. It is also important for firms to communicate on a regular basis to confirm that the project is going well, or not, and that the Engineering Firm and the City are on the same page. List how you would check in to see how things are going and how you would adjust if there are issues.

Questions from RFQ Meeting 1/28/2020*

*** Questions from the 1/23/2020 meeting were reviewed. The following additional questions were asked:**

- 18) **Are the CCTV videos of the sewer available?** No
- 19) **Are the CCTV videos in a work order database?** No
- 20) **How many miles of pipe is there?** 110 miles of water pipe, 95 miles of sewer pipe mostly clay tile.
- 21) **Is the whole system combined?** No, about 20% is still combined. All of downtown is combined. So far the City has completed roughly 8-10 major stormwater separation projects.
- 22) **Do we have a transportation Licensee yet (For the medical Marijuana)?** No.
- 23) **Where do you stand with lead service lines?** We have some in our system and are working actively to replace them. However, we do not have an exact number. An inventory will be conducted with the City’s meter replacement program scheduled for 2020 and plans to replace lines will have to be developed.
- 24) **NPDES Permit: biosolids are high in phosphorous, do we know why?** We believe it’s due to industrial sources, but we are still researching this.
- 25) **How big is the WWTP farm?** 151 acres but can only land apply to 84 acres due to topography and tree cover.
- 26) **What facilities are included in the MOU for the Integrated Management Plan?** The Drinking Water System, Wastewater Treatment Facility NPDES permit, the City’s municipal separate storm sewer system NPDES permit, the airport stormwater permit, the landfill permit/environmental issues and the City Parks and Recreation NPDES permit for the Aquatic Center.

Sign-In Sheet for RFQ Question & Answer meeting January 22, 2020

Name	Firm	Phone Number	Email
Tony Russo	CMT	314 435 3779	trusso@CMTENR.com
Scott Knight	CMT	314 571-9057	sknight@cmtengr.com
Mike Muenks	Geosyntec	573-499-5447	mmuenks@geosyntec.com
JOHN PERKINS	ENR SURVEYS & SITS	573-449-2046	jperking@ess-inc.com
Steve Schultz	BaHrt & West	573-552-2422	stve.schultz@Bartwest.com
Megan Corin	Boer Engineering	573-638-1012	mcorin@boer.com
Craig Bunger	Boer Engineering	573-638-5017	cbunger@boer.com
Dirk Hillson	Hornert Shiffrin	618 726-0319	dhillson@hornershiffrin.com
Jim McCluish	Hornort Shiffrin	314-335 8690	jmccluish@hornershiffrin.com
Shannon Howe	Howe Company	660-395-4693	shannon@howecompany.com
David Anjum	Howe Company	660-795-4693	David@howecompany.com
Isaiah Grebell	Grebell Engineering	573-659-7078	tongger-inc.biz
Elke Boyd	Grebell Engrs.	11	elke@get-inc.biz
Dennis Stith	McClure	660 385 6441	dstitth@mccluresh.com
Mark C Boss	Klingner & Associates	573-221-0020	mcb@klingner.com
Harry Bozorian	Klingner Associates	573-228-2163	hbozorian@klingner.com
Tobin Licht	Jacobs	314-335-4550	tobin.licht@jacobs.com

	Mary	Tom	Brian	Tim	Ben
Allgeier, Martin & Associates	43	36	47	38	36
Civil Design, Inc.	37	33	45		
Crawford, Murphy & Tilly, Inc	57	46	53	33	35
Klingner & assoicates, P.C.	51	45	50	50	55
Howe Company, LLC	44	29	46	38	25
Engineering Surveys, and Services	32	34	48	38	24
Barr Engineering Co.	47	34	48	38	34
Poepping, Stone, Bach & assoc., Inc		33	49	43	28
Bartlett&West, Inc	54	42	51	51	55
Horner & Shifrin, Inc.	57	45	52	46	54
Jacobs & Associates, P.C.	60	46	52	52	56
Gredell Engineering Resources, Inc	26	36	48	37	25
Mcclure	53	35	50	50	49
Geosyntec	58	39	45	38	30
Donohue & Associates, Inc.	55	43	52	50	52.5
M3 Engineering Group, PC.	44	39	51	30	32

Matt	Total	
34	234	
	115	
44	268	5th
50	301	
27	209	
30	206	
35	236	
38	191	
51	304	Tied for
50	304	2nd
48	314	1st
29	201	
49	286	4th
34	244	
49	301.5	3rd
31	227	

<i>Company Name</i>
Mcclure
GREDELL Engineering Resources, Inc.
Geosyntec
Donohue & Associates, Inc.
M3 Engineering Group PC
Allgeier, Martin & Associates
Civil Design, Inc.
Crawfoed, Murphy & Tilly, Inc
Klingner & assoicates, P.C.
Howe Company, LLC
Engineering Surveys, and Services
Barr Engineering Co.
Poepping, Stone, Bach & assoc., Inc
Bartlett&West, Inc
Horner & Shifrin, Inc.
Jacobs & assoicates, P.C.

Compan

Address

1901 Pennsylvania Drive, Columbia, Missouri 65201

1505 E. High Street, Jefferson City, Missouri 65101

009 E. McCarty Street, #1, Jefferson City, Missouri 65101

1415 Elbridge Payne Road, Suite 165, Chesterfield,MO 63017

911 Washington Ave, Suite 620 St. Louis, Missouri 63101

7231 E. 24th Street, Joplin, Missouri 64804

5220 Oakland Avenue, St. Louis, Missouri 63110

Gateway Tower, 1 Memorial Drive, Suite 500, St. Louis, Missouri 63102

4510 Paris Gravel Road, Hannibal, Missouri 63401

804 E. Patton Street, Macon, Missouri 63552

1113 Fay Street, Columbia, Missouri 65201

1001 Diamond Ridge, Suite 1100, Jefferson City, Missouri 65109

P.O. Box 190, Hannibal, Missouri 63401-0190

1719 Southridge Drive, Jefferson City, Missouri 65109

401 S. 18th Street, Suite 400, St. Louis, Missouri 63103

501 North Broadway, Saint Louis, Missouri 63102-2131

ies that Submitted RFQ's

Date	Name of Project Manager
2/10/2020 8:31AM	
2/10/2020 8:10AM	
2/10/2020 9:41AM	Nicholas Muenks
2/10/2020 8:15:00AM	Robert Neath
2/10/2020 8:10:00AM	Marc Eshelman
2/7/2020 11:36:00AM	Chris Erisman
2/7/2020 10:41:00AM	
2/7/2020 9:40:00AM	Scott Knight
2/7/20 9:40AM	Lance L. Schuette
2/10/2020 8:34AM	Shannon Howe
2/10/2020 9:01AM	Benjamin Ross
2-10-2020 8:57am	Rob Morrison
2/10/2020 8:55am	Michael Purol
2/10/20 8:49am	Jim Ross
2/10/20 9:41AM	Christy Wilson
2/6/2020 11:31AM	Melissa Carver

Email Contacts	Phone Number
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nmuenks@geosyntec.com	573-499-5447
rneath@donohue-associates.com	636-400-7044
marc.eshelman@m3eg.com	314-422-3441
chris.erisman@amce.com	417-680-7200
jlinly@civildesigninc.com	314-863-5570
sknight@cmtengr.com	314-571-9057
lls@klingner.com	217-223-3670
Shannon@howecompany.com	660-395-4693
bross@ess-inc.com	573-449-2646
rmorrison@barr.com	573-638-5024
michaelp@psba.com	573-406-0541
jim.ross@bartwest.com	573-552-2922
cwillson@hornershifrin.com	618-726-0319
Melissa.carver@jacobs.com	314-335-4217

Exhibit A – Summary Sheet

RFQ for On-Call Engineering and Professional Services City of Moberly, Missouri

Name of Consulting Firm:

Consulting Firm Address:

Consultant Contact for this RFQ

Name:

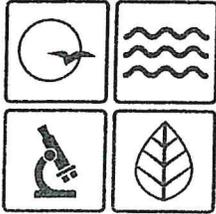
Phone:

Email:

This RFQ packet is for the following categories of services (check all that apply):

- Utility Infrastructure Improvements for Drinking Water
- Utility Infrastructure Improvements for Stormwater
- Utility Infrastructure Improvements for Wastewater including the combined sewer system
- Stormwater Management and Water Resources, Including Source Water Protection
- Geotechnical Engineering and Geologic
- Consulting Services Integrated Management Planning Services including Public Relations and communications
- Architectural Services
- Wastewater Treatment Facility including optimization and future upgrades to meet nutrient removal and biosolids treatment
- Surveying Services
- GIS Mapping
- Integrated Management Planning/Coordination
- Drinking Water Treatment Plant Optimization

If subconsultants are necessary, please provide for what service and whom your firm would hire.



Missouri Department of dnr.mo.gov

NATURAL RESOURCES

Michael L. Parson, Governor

Carol S. Comer, Director

OCT 25 2018

Mr. Brian Crane, City Manager
City of Moberly
101 West Reed Street
Moberly, MO 65270

Dear Mr. Crane:

The finalized Memorandum of Understanding (MOU) between the Missouri Department of Natural Resources and the City of Moberly, Missouri regarding the Integrated Management Plan (IMP) for wastewater, stormwater, and drinking water is enclosed. This MOU acknowledges that the City of Moberly intends to develop an IMP which will be used to guide their future wastewater, stormwater, and drinking-water system improvements. This MOU is effective for five years to allow time for IMP development. Once an IMP has been agreed upon by both parties, such additional documentation as may be necessary will be prepared to document the timeframes agreed to be necessary.

The Department appreciates the time and effort imparted by the City of Moberly in prioritizing infrastructure needs in an effort to meet regulatory requirements and protect public and environmental health. If you have any questions, please contact me by phone at 573-751-1419 or email at angela.falls@dnr.mo.gov.

Sincerely,

WATER PROTECTION PROGRAM

Angela Falls
Environmental Specialist

AF/sm

Enclosure

**Memorandum of Understanding
between the
Missouri Department of Natural Resources and the City of Moberly, Missouri
regarding the City of Moberly's Development of an
Integrated Management Plan for Wastewater, Stormwater, and Drinking Water**

Purpose

The purpose of this Memorandum of Understanding (MOU) between the Missouri Department of Natural Resources ("Department") and the City of Moberly, Missouri ("Moberly") (collectively, the "Parties") is to acknowledge and agree that Moberly will develop an Integrated Management Plan (IMP) to guide their future wastewater, stormwater, and drinking-water system investments. Moberly will develop an IMP that will inform the Department of Moberly's plan to prioritize investments in order to build capacity for future growth and comply with environmental requirements. The Department acknowledges that the City of Moberly is in the IMP development process and will consider Moberly's efforts when exercising its discretion on regulatory and permitting decisions during the IMP development process.

Background

On June 5, 2012, the United States Environmental Protection Agency (EPA) published the *Integrated Municipal Stormwater and Wastewater Planning Approach Framework* (EPA Framework) to assist municipalities in identifying a procedure that supports achievement of human-health and water-quality obligations of the Clean Water Act by identifying efficiencies in implementing requirements that arise from distinct wastewater, stormwater, and drinking-water programs, including how to best prioritize capital investments.

The Department published a *Missouri Integrated Plan Framework guidance* (Department IMP guidance) to endorse and adopt policies described in the EPA Framework. The guidance provides state-specific factors that are useful for municipalities to consider during the development of an integrated plan.

In the coming years, Moberly plans to complete improvements to their drinking-water capacity, supply, and distribution; sanitary sewer, combined sewer, lift stations, and wastewater treatment facilities; and stormwater systems. These improvements will be described in Moberly's IMP. When appropriate, Moberly agrees to consider the potential to incorporate green infrastructure approaches toward implementation with IMP projects, goals, and objectives.

Implementation

Moberly's IMP will contain the necessary components of an IMP as written in the EPA Framework and in the Department IMP guidance. During the IMP drafting process, communication with the Department is encouraged to ensure all requirements of the Clean Water Act, Missouri Clean Water Law, and the Missouri Drinking Water Law are addressed. The IMP will address and provide for implementation timeframes and schedules for projects and capital expenditures relating to Moberly's drinking-water supply, treatment, and distribution systems (PWID MO-2010533), Missouri State Operating Permits (MO-0117960, MO-0108723, and MO-0135216), Municipal Separate Storm Sewer System (MS4) permit (MO-R040030), Pretreatment Program, Long-Term Control Plan for Combined Sewer Overflows. The IMP schedules shall be consistent with 10 CSR 20-6.010(7) and 40 CFR § 122.47. However, pending development of the IMP, any enforcement orders issued by the Department (if such may be necessary) or schedules of compliance in Department-issued permits (if such may be necessary), the Department will take into consideration the draft IMP as appropriate.

Agreement

This MOU provides Moberly assurances that the Department supports Moberly's intent to develop an IMP, which will include improvements to their drinking water supply, treatment, and distribution systems, wastewater treatment plants, collection system, and MS4 directed at permit compliance and water quality standards attainment. Moberly will use the guidance as written in EPA's Framework and the Department's IMP guidance to develop a tailored, long-term plan that prioritizes investments and mitigates financial impacts to rate payers.

Agreement to and compliance with this MOU does not remove any of Moberly's obligations to comply with Missouri Clean Water Law and Missouri Drinking Water Law requirements, nor does it lower existing regulatory or permitting standards, but rather recognizes the flexibilities within the Missouri Clean Water Law and Missouri Drinking Water Law for the appropriate scheduling of work.

Duration and Amendment

The MOU is effective for an initial period of five years and may be renewed or amended by mutual agreement in writing between the Parties. Once an IMP is developed, the Department must formally concur with the IMP, and this MOU will terminate. In the event Moberly or the Department propose amendments or revisions to the IMP, Moberly or the Department may submit to the other party new or additional documentation to justify a modification of the IMP's schedules or timeframes necessary to complete improvements to Moberly's wastewater, stormwater, and drinking water systems.

Termination

Each Party has the right to terminate the MOU by giving six months' notice in writing to the other Party at any time.

Authority

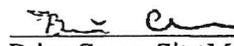
Each Party has full knowledge of and has consented to this MOU and represents and warrants that each person who signs this MOU on its behalf is duly authorized to execute this MOU on behalf of the respective Party.

Missouri Department of Natural Resources


Chris Wieberg, Director
Water Protection Program

October 17, 2018
Date:

City of Moberly, Missouri


Brian Crane, City Manager

October 12, 2018
Date:

Company Name
Barr Engineering Co.
Bartlett & West, Inc.
Burns & McDonnell
Civil Design, Inc.
Donohue & Associates, Inc.
EFK Moen, LLC
Engineering Surveys and Services
GREDELL Engineering Resources, Inc.
HDR
Howe Company, LLC
Jacobs CH2M
Klingner & associates, P.C.
M3 Engineering Group PC
McClure
Olsson Associates
Poepping, Stone, Bach & assoc., Inc
RJN Group, Inc
S.H. Smith & Co., Inc.
Stantec
Woolpert, Inc.
Crawfoed, Murphy & Tilly, Inc
Horner & Shifrin, Inc.
Geosyntec
Horner & Shifrin, Inc.
Klingner & associates, P.C.
Barr & associates, P.C.
Howe Company, LLC
Bartlett & West, Inc.
Jacobs & associates, P.C.
Mecresults & associates, P.C.
Allgeier, Martin & Associates

List of people who requested

Address
1001 Diamond Ridge, Suite 1100, Jefferson City, Missouri 65109
1719 Southridge Drive, Suite 100, Jefferson City, Missouri 65109
9400 Ward Parkway, Kansas City, Missouri 64114-3319
5220 Oakland Avenue, St. Louis, Missouri 63110
1415 Elbridge Payne Road, Suite 165, Chesterfield,MO 63017
3523 Barrett Parkway Drive, Suite 250, Ballwin, MO 63021
1113 Fay Street, Columbia, Missouri 65201
1505 E. High Street, Jefferson City, Missouri 65101
4435 Main Street, Suite 1000, Kansas City, Missouri 64111
804 E. Patton Street, Macon, Missouri 63552
One Financial Plaza, 501 N. Broadway, St. Louis, MO 63102
4510 Paris Gravel Road, Hannibal, Missouri 63401
911 Washington Ave, Suite 620 St. Louis, Missouri 63101
Sunset Hills Office Building 10820 Sunset Hills office Drive,Suite 223,St. Louis, Missouri 63127
1251 NW Briarcliff Parkway,Suite 50,Kansas City, Missouri 64116
P.O. Box 190, Hannibal, Missouri 63401-0190
727 N. First Street, Suite 240, St. Louis, Missouri 63102
P.O. Box 72, Poplar Bluff, Missouri 63902
1859 Bowles Avenue, Suite 250, Suite Louis, missouri 63026
3636 South Geyer Road, Suite 100, St. louis, Missouri 63127
Gateway Tower, 1 Memorial Drive, Suite 500, St. Louis, Missouri 63102
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david@howecompany.com
steve.schultz@bartwest.com
tobin.lichti@jacobs.com
amcvicker@mecresults.com

the RFQ

Mail/Email	Date	Email Contacts- Who were :
Mail	1/10/2020	mcarlin@barr.com
Mail	1/10/2020	jim.ross@BARTWEST.COM
Mail	1/10/2020	
Mail	1/10/2020	
Mail	1/10/2020	ghixson@donohue-associates.com
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Mail	1/10/2020	
Mail	1/10/2020	
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Mail	1/10/2020	
Mail	1/10/2020	dougs@psba.com
Mail	1/10/2020	
Mail	1/10/2020	billr@SHSMITHCO.COM
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Mail	1/10/2020	
Mail	1/10/2020	trusso@cmtengr.com
Mail	1/10/2020	
Mail	1/10/2020	nmuenks@geosyntec.com
Email	1/10/2020	jemccleish@hornershifrin.com
Email	1/10/2020	mcb@klingner.com
Email	1/10/2020	
Email	1/10/2020	
Email	1/10/2020	
Email	1/10/2020	tobin.lichti@jacobs.com
Email	1/10/2020	dstith@mecresults.com
		john.forrester@amce.com

sent the addendums are yellow	
cbunger@barr.com	
steve.schultz@bartwest.com	
acallier@donohue-associates.com	
tomg@ger-inc.biz	
david.carani@hdrinc.com	
shannon@howecompany.com	
kurtd@shsmithco.com	
sknight@cmtengr.com	
MVishnevskiy@Geosyntec.com	
cwillson@hornershifrin.com	
hbozoian@klingner.com	skoscielski@klingner.com
mhall@mecresutls.com	
sarah.simon@amce.com	

City of Moberly City Council Agenda Summary

Agenda Number: _____ #6.

Department: Public Utilities

Date: July 6, 2020

Agenda Item: A Resolution Authorizing The City Manager To Enter Into An Agreement With Jacobs Engineering Group, Inc., For Professional Services.

Summary: The City of Moberly selected Jacobs Engineering Group, Inc. for engineering services related to water and sewer projects. The attached contract is the general terms and conditions for the on-call contract. Each project will have a task order and fees associated with the specific work that will come back to Council for approval once the general terms and conditions are approved.

Recommended

Action: Accept this resolution.

Fund Name: Design Engineering

Account Number: 304.000.5408

Available Budget \$: N/A

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

BILL NO: _____

RESOLUTION NO: _____

A RESOLUTION AUTHORIZING THE CITY MANAGER TO ENTER INTO AN AGREEMENT WITH JACOBS ENGINEERING GROUP, INC., FOR PROFESSIONAL SERVICES.

WHEREAS, the Utilities Department completed a selection process to identify a professional engineering consultant to provide engineering services for water and sewer projects anticipated by the recent bond election; and

WHEREAS, Jacobs Engineering Group, Inc., (“Jacobs”) was selected by staff and approved by the City Manager and City Council as the engineering consultant; and

WHEREAS, attached hereto is the proposed Agreement for Professional Services submitted by Jacobs outlining the general terms and conditions under which they will provide engineering services for any future specific projects approved by the City Council.

NOW, THEREFORE, the Moberly, Missouri, City Council hereby authorizes the City Manager to enter into a professional services agreement with Jacobs consistent with the terms and costs detailed in the attached Agreement for Professional Services.

RESOLVED this 6th day of July, 2020, by the Council of the City of Moberly, Missouri.

Presiding Officer at Meeting

ATTEST:

City Clerk

AGREEMENT
FOR
PROFESSIONAL SERVICES
BETWEEN
JACOBS ENGINEERING GROUP INC.
AND

**AGREEMENT FOR
PROFESSIONAL SERVICES**

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**AGREEMENT FOR
PROFESSIONAL SERVICES**

THIS AGREEMENT, made and executed as of the _____ day of _____, 20__ by and between **JACOBS ENGINEERING GROUP INC.**, with a place of business at _____ (hereinafter called “Consultant”) and _____, a _____ corporation, with a place of business at _____ (hereinafter called “Client”), collectively referred to herein as “Parties”, provides as follows:

ARTICLE 1

GENERAL OBLIGATIONS OF CONSULTANT

The description of the Client’s project (the “Project”) and scope of services (hereinafter “Services”) to be provided to Client is stated in a formal Proposal from Consultant dated _____ (the “Proposal”). The Proposal is made a part of this Agreement by reference.

ARTICLE 2

COMPENSATION

Consultant will be compensated for Services as set forth in the Proposal.

ARTICLE 3

PAYMENTS

Consultant will submit bi-weekly invoices for compensation and expenses by electronic transmission. Payments will be due within 30 days after receipt of invoices and shall be made by electronic funds transfer to the bank and account designated in the invoice. Past due amounts will accrue interest at one and one-half percent (1½%) per month, without limiting other remedies.

ARTICLE 4

PERIOD OF SERVICE

Consultant shall make its best efforts to complete its Services for the Project within the time period set forth in the Proposal.

ARTICLE 5

CHANGES IN SCOPE OF SERVICES

Client may, at any time, make changes in the scope of Services for the Project or in the definition of Services to be performed. In the event Client notifies Consultant of its desire to make a change in the scope of Services that may change the cost of performance, Consultant shall, within ten (10) working days after receiving such notice, give Client notification of any potential change in price

for the Services. Equitable adjustments to price and time of performance resulting from scope of Services changes will be negotiated and upon mutual agreement by Client and Consultant, this Agreement will be modified by a written instrument, signed by both parties, to reflect the changes in scope of Services, price and schedule.

**ARTICLE 6
STANDARD OF CARE**

- A. Consultant shall perform the Services with reasonable care, consistent with applicable professional and industry standards and in compliance with all applicable laws. Following completion of its Services and for a period of twelve (12) months thereafter, if the Services provided hereunder do not conform to the foregoing standards and the same is reported to Consultant by Client in writing promptly after recognition thereof, Consultant shall, at no cost to Client, furnish all remedial engineering, design or consulting Services required in connection therewith as soon as reasonably possible after receipt of such report from Client; and Consultant shall have no liability for costs related to the repair, replacement, addition or deletion of materials, equipment or facilities as a result of such failure to conform to the above-referenced warranties, which costs shall be deemed costs of the project, whether incurred during performance of the Services or after completion of the Services.
- B. All representations, warranties and guarantees made by Consultant in connection with its Services are limited to those set forth in this Article. **IMPLIED WARRANTIES OF MERCHANTABILITY AND FITNESS FOR A PARTICULAR PURPOSE ARE SPECIFICALLY EXCLUDED.** For any deficiencies in the Services, Client shall be restricted to the remedies expressly set forth in this Article, whether asserted on the basis of contract, tort (including negligence) or otherwise.

**ARTICLE 7
INDEMNIFICATION**

Consultant will defend, indemnify and hold the Client harmless from all claims, liabilities, demands, costs, expenses (including attorneys’ fees) and causes of action arising out of third party claims for bodily injury (including death) and damage to tangible property to the extent caused by a negligent act or omission of Consultant, its employee or subconsultant. No negligence shall be attributed to Consultant based on any acts or omissions of Client’s contractors or other consultants.

**ARTICLE 8
LIMITATION OF LIABILITY**

The total aggregate liability of Consultant arising out of the performance or breach of this Agreement shall not exceed twenty-five percent (25%) of the compensation paid to Consultant under this Agreement. Notwithstanding any other provision of this Agreement, Consultant shall have no liability to the Client for contingent, consequential or other indirect damages including, without limitation, damages for loss of use, revenue or profit; operating costs and facility downtime; or other similar business interruption losses, however the same may be caused. The limitations and exclusions of liability set forth in this Article shall apply regardless of the fault, breach of contract, tort (including negligence), strict liability or otherwise of Consultant, its

employees or subconsultants. The Parties agree that the limitations and exclusions of liability set forth herein shall not be interpreted as a form of indemnification.

**ARTICLE 9
INSURANCE**

- A. During the term of this Agreement, Consultant shall, at its sole expense, secure and maintain in force policies of insurance of the following types:
 - 1. Workers’ compensation coverage in accordance with the statutory requirements of the jurisdiction in which services are to be performed.
 - 2. Employer’s liability insurance with a minimum of \$250,000.
 - 3. Comprehensive General Liability Insurance, subject to a limit for bodily injury and property damage combined of at least \$1,000,000 aggregate.
 - 4. Automobile liability insurance subject to a limit for bodily injury and property damage combined, of at least \$1,000,000 per occurrence.
- B. Consultant shall furnish Client certificates of insurance evidencing the insurance coverages required in this Article 9. The certificates shall stipulate that should any of the above insurance policies be cancelled before the termination of this Agreement, the issuing company will endeavor to mail thirty (30) days’ written notice to Client.

**ARTICLE 10
RELATIONSHIP OF CONSULTANT TO CLIENT**

The Consultant shall be and shall operate as an independent contractor with respect to the Services performed under this Agreement and shall not be nor operate as an agent, fiduciary or employee of Client. This Agreement is not intended to be one of hiring under the provisions of a Workers’ Compensation statute or other law and shall not be so construed.

**ARTICLE 11
PERSONNEL**

Consultant agrees that during Consultant’s performance of Services hereunder, adequate provision shall be made to staff and retain the services of such competent personnel as may be appropriate or necessary for the performance of such Services. Client shall have the right to review the personnel assigned by Consultant, and Consultant shall remove any personnel not acceptable to Client. Consultant may remove personnel assigned to the Project without Client’s prior approval, provided the progress of the Services shall not be unreasonably impaired.

ARTICLE 12

OWNERSHIP OF INSTRUMENTS OF SERVICE AND DATA

- A. Client agrees to defend, indemnify and hold harmless Consultant and its employees from and against claims resulting from re-use of the design data, drawings, estimates, calculations and specifications prepared by Consultant (“instruments of service”) on extensions of the project or at a location other than that contemplated by this Agreement. Client is advised that should Client re-use the instruments of service at another location, the instruments of service should be reviewed and sealed by Client or an engineer licensed in the jurisdiction where the instruments of service are sought to be re-used.
- B. All materials and information that are the property of Client and all copies or duplications thereof shall be delivered to Client by Consultant, if requested by Client, upon completion of Services. Consultant may retain one complete set of reproducible copies of all of its instruments of service.

ARTICLE 13

PERMITS AND LICENSES

Consultant represents to Client that it has and will maintain during the performance of the Services under this Agreement any permits or licenses which, under the regulations of federal, state, or local governmental authority, it may be required to maintain in order to perform the Services.

ARTICLE 14

ADHERENCE TO LAWS

Consultant shall adhere to federal, state, and local laws, rules, regulations, and ordinances applicable to performance of the Services hereunder including, without limitation, all applicable provisions of federal and state law relating to equal employment opportunity and non-discrimination.

ARTICLE 15

NONDISCLOSURE OF PROPRIETARY AND CONFIDENTIAL MATERIALS

Client and Consultant agree that any disclosure will be made on the following basis:

- A. Confidential Client Information (“Primary Data”) disclosed to Consultant which is identified in writing by Client as proprietary to Client shall be: (1) safeguarded, (2) maintained in confidence, and (3) made available by Consultant only to those of its employees or others who have a need-to-know and agree to equivalent conditions pertaining to nondisclosure as contained herein.
- B. Upon completion of the Project or sooner if Client so requests, the Consultant shall return to Client’s representative all Primary Data furnished to the Consultant under this Agreement and shall, if requested, deliver to the Client’s representative all drawings, schedules,

calculations, and other documents generated by Consultant for use in connection with the Project (“Secondary Data”).

- C. Consultant shall not use for itself or to disclose to third parties any Primary Data or Secondary Data without the prior written consent of Client.
- D. The nondisclosure obligations pertaining to Primary and Secondary Data shall terminate three (3) years from date Consultant’s association with this Project terminates. The nondisclosure obligations shall not apply to any data which:
 - 1. Was known to the Consultant (and previously unrestricted) before disclosure of Primary Data to Consultant under this Agreement or before generation of Secondary Data;
 - 2. Is subsequently acquired by the Consultant from a third party who is not in default of any obligation restricting the disclosure of such information; or
 - 3. Is subsequently available or becomes generally available to the public.
- E. Notwithstanding this nondisclosure obligation, Consultant may nevertheless draw upon its experience in its future association with other clients.

ARTICLE 16

CERTIFICATION OR SEALING OF INSTRUMENTS OF SERVICE BY PROFESSIONAL CONSULTANT

All specifications, drawings, and other engineering documents that are prepared by Consultant shall be certified or sealed by a registered professional engineer. Such certifications or seals shall be valid for the state in which the specifications, drawings, or other engineering documents are to be used or applied.

ARTICLE 17

FORCE MAJEURE

Any delays in or failure of performance by Consultant or Client, other than the payment of money, shall not constitute default hereunder if and to the extent such delays or failures of performance are caused by occurrences beyond the reasonable control of Client or Consultant, as the case may be, including but not limited to, acts of God or the public enemy; compliance with any order or request of any governmental authority; fires, floods, explosion, accidents; riots, strikes or other concerted acts of workmen, whether direct or indirect; or any causes, whether or not of the same class or kind as those specifically named above, which are not within the reasonable control of Client or Consultant respectively. In the event that any event of force majeure as herein defined occurs, Consultant shall be entitled to a reasonable extension of time for performance of its Services under this Agreement.

ARTICLE 18
PROJECT DELAY

If the Consultant’s proposal calls for provision of its Services under a guaranteed maximum price, fixed fee, or stipulated lump sum basis and the Consultant’s work on any phase of the Services is extended by one or more force majeure events or other delays not attributable in whole or in part to the fault of Consultant, then the guaranteed maximum price, fixed fee, or stipulated lump sum, as the case may be, shall be equitably adjusted.

ARTICLE 19
CONSTRUCTION PHASE SERVICES

If this Agreement includes the furnishing of any Services during the construction phase of the Project, the following terms will apply:

- A. If Consultant is called upon to observe the work of Client’s construction contractor(s) for the detection of defects or deficiencies in such work, Consultant will not bear any responsibility or liability for such defects or deficiencies or for the failure to so detect. Consultant shall not make inspections or reviews of the safety programs or procedures of the construction contractor(s), and shall not review their work for the purpose of ensuring their compliance with safety standards.
- B. If Consultant is called upon to review submittals from construction contractors, Consultant shall review and approve or take other appropriate action upon construction contractor(s)’ submittals such as shop drawings, product data and samples, but only for the limited purpose of checking for conformance with information given and the design concept expressed in the contract documents. The Consultant’s action shall be taken with such reasonable promptness as to cause no delay in the work while allowing sufficient time in the Consultant’s professional judgment to permit adequate review. Review of such submittals will not be conducted for the purpose of determining the accuracy and completeness of other details such as dimensions and quantities or for substantiating instructions for installation or performance of equipment or systems designed by the construction contractor, all of which remain the responsibility of the construction contractor. The Consultant’s review shall not constitute approval of safety precautions or of construction means, methods, techniques, sequences or procedures. The Consultant’s approval of a specific item shall not indicate approval of an assembly of which the item is a component.
- C. Consultant shall not assume any responsibility or liability for performance of the construction services, or for the safety of persons and property during construction, or for compliance with federal, state and local statutes, rules, regulations and codes applicable to the conduct of the construction services.
- D. All services performed by others, including construction contractors and their subcontractors, shall be warranted only by such others and not by the Consultant.
- E. All contracts between Client and its construction contractor(s) shall contain broad form indemnity and insurance clauses in favor of Client and Consultant, in a form satisfactory to Consultant.

**ARTICLE 20
GOVERNING LAW**

This Agreement shall be governed by and construed in accordance with the laws of the State of _____.

**ARTICLE 21
ALTERNATE DISPUTE RESOLUTION**

- A. Client and Consultant understand and appreciate that their long term mutual interests will be best served by affecting a rapid and fair resolution of any claims or disputes which may arise out of this Agreement. Therefore, both Parties agree to use their best efforts to resolve all such disputes as rapidly as possible on a fair and equitable basis. Toward this end both Parties agree to develop and follow a process for presenting, rapidly assessing, and settling claims on a fair and equitable basis.
- B. If any dispute or claim arising under this Agreement cannot be resolved by the project managers for the Parties within thirty (30) days after they identified the problem, the Parties agree that either of them may refer the matter to a panel consisting of one (1) executive from each party not directly involved in the claim or dispute for review and resolution. A copy of the Agreement, agreed upon facts (and areas of disagreement), and concise summary of the basis for each side’s contentions will be provided to both executives who shall review the same, confer, and attempt to reach a mutual resolution of the issue.
- C. If the dispute cannot be resolved under the process set forth in Section B, the Parties may elect to resolve the dispute through non-binding mediation. If mediation is to be utilized, the Parties shall select a single unrelated but qualified Mediator who shall hold a hearing (not to exceed half a day) during which each Party shall present its version of the facts (supported, if desired, by sworn, written testimony, and other relevant documents), its assessment of damages, and its argument. The Parties shall provide the Mediator with copies of all documents provided to their senior executives under Section B at least ten (10) days prior to the scheduled date of the mediation hearing. The Parties may also provide the Mediator with copies of any laws or regulations that they feel are relevant to the dispute. A copy of the Agreement and any disputed Purchase Orders will be provided to the Mediator. Formal written arguments, legal memorandum, and live testimony are discouraged but may be permitted at the discretion of the Mediator. Both Parties agree to make any involved employees or documents available to the other Party for its review and use in preparing its position under this clause without the need for subpoena or other court order.
- D. Following the mediation, the Mediator will meet with both Parties and provide each of them, on a confidential basis, with his/her views of the strengths and weaknesses of their respective positions. The Parties will then reconvene and, with the assistance of the Mediator, attempt to resolve the matter. If the Parties cannot achieve resolution on the day of the mediation hearing or within forty-eight (48) hours thereafter, the Mediator will, within fifteen (15) additional days, issue a written, non-binding decision on the issue.
- E. If the matter has not been resolved utilizing the processes set forth above and the Parties are unwilling to accept the non-binding decision of the Mediator, either or both Parties may elect

to pursue resolution through litigation. In the event of any litigation between the Parties, it is agreed and stipulated that the case shall be heard and decided by the court, without a jury.

- F. The costs of the Mediator shall be borne equally by the Parties. Each Party will bear its own costs of mediation.

ARTICLE 22

NOTICES AND/OR COMMUNICATIONS

All notices and/or communications to be given under this Agreement shall be in writing and shall be addressed as follows:

To Consultant

Original to:
 Position:
 Address: Jacobs Engineering Group Inc.

To Client

Original to:
 Position:
 Address:

Copy to:
 Position:
 Address: Jacobs Engineering Group Inc.

Copy to:
 Position:
 Address:

Either party may, by written notice to the other, change the representative or the address to which such notices, certificates, or communications are to be sent.

Any notice or communication required in writing hereunder shall be given by registered, certified, or first class mail (postage required), TWX, telex, or telecopy addressed to the party at its address set forth above. Communications by TWX, telex, or telecopy shall be confirmed by depositing a copy on the same day with the U.S. Post Office for transmission by registered, certified, or first class mail in an envelope properly addressed. The postmark date of notices sent by mail (except for confirmatory notices) shall be the date of notice.

ARTICLE 23

MISCELLANEOUS

- A. *Waiver.* Waiver by either party of any breach or failure to enforce any of the terms and conditions of this Agreement at any time shall not in any way effect, limit, or waive such party’s rights thereafter to enforce and compel strict compliance with all the terms and conditions of this Agreement.
- B. *Severability.* Any provision of this Agreement prohibited by law shall be ineffective to the extent of such prohibition without invalidating the remaining provisions of this Agreement.

- C. *Rights and Remedies.* The specific remedies set forth in this Agreement, including but not limited to those remedies with respect to the quality of the Services performed by Consultant hereunder, are the exclusive remedies of the Parties.
- D. *Transfer of Ownership.* Client represents that either it is the sole owner of the facilities which are the object of the Services or that it is authorized to bind and does bind all owners of such facilities to the releases and limitations of liability set forth in this Agreement. Client further agrees that any future recipient of any interest in the facilities and the Services will be bound by such releases and limitations of liability such that the total aggregate liability of Consultant to Client and such recipients shall not exceed the limits of liability set forth in this Agreement.
- E. *Publicity.* Neither of the Parties shall make any press release, news disclosure or other advertising related to the Project that includes the name of the other party without first obtaining the written approval of the other party.
- F. *Entirety of Agreement.* This Agreement constitutes the entire Agreement between the parties with respect to the subject matter hereof and supersedes all prior negotiations and discussions concerning the subject matter hereof.

IN WITNESS WHEREOF, the parties hereto have executed this Agreement to be effective as of the date first above written.

CONSULTANT:
JACOBS ENGINEERING GROUP INC.

CLIENT:

By: _____

By: _____

Title: _____

Title: _____

City of Moberly City Council Agenda Summary

Agenda Number: _____ #7.

Department: City Manager

Date: July 6, 2020

Agenda Item: A Resolution Authorizing The Mayor Of Moberly Missouri To Execute A Termination Agreement And Real Estate Purchase Agreement With Horizon Housing Foundation.

Summary: Staff has prepared a purchase and termination agreement with Horizon Housing Foundation to terminate the previous Cooperative Agreement for development of the old Junior High into senior housing and to purchase the Junior High School building.

Recommended

Action: Approve this resolution.

Fund Name: General Fund

Account Number: 100.013.5506

Available Budget \$: 0.00

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

BILL NO: _____

RESOLUTION NO: _____

A RESOLUTION AUTHORIZING THE MAYOR OF MOBERLY MISSOURI TO EXECUTE A TERMINATION AGREEMENT AND REAL ESTATE PURCHASE AGREEMENT WITH HORIZON HOUSING FOUNDATION.

WHEREAS, Horizon Housing Foundation (“Horizon”) sought to develop property known as the former Moberly Junior High School (the “Property”) into senior housing provided it obtained tax credits for the project; and

WHEREAS, Horizon has been unsuccessful in obtaining tax credits and is no longer desirous of developing senior housing on the property and has offered to sell the property to the City of Moberly on the terms and conditions contained on the attached Termination Agreement and Real Estate Purchase Agreement; and

WHEREAS, the City of Moberly is willing to purchase the Property according to the terms of the attached Agreement and continue efforts to develop senior housing on the Property.

NOW, THEREFORE, the Moberly, Missouri, City Council hereby approves the attached Termination Agreement and Real Estate Purchase Agreement and authorizes the Mayor of Moberly to executed the Agreement on behalf of the City.

RESOLVED this 6th day of July, 2020, by the Council of the City of Moberly, Missouri.

Presiding Officer at Meeting

ATTEST:

City Clerk

**TERMINATION AGREEMENT AND REAL ESTATE PURCHASE
AGREEMENT**

THIS Termination Agreement and Real Estate Purchase Agreement (this “**Agreement**”) is made and entered into as of this _____ day of _____, 2020 (the “**Effective Date**”), by and between the CITY OF MOBERLY, MISSOURI, a city of the third class and a Missouri municipal corporation located in Randolph County and having a principal office at 101 West Reed Street, Moberly, Missouri 65270 (the “**City**”); and HORIZON HOUSING FOUNDATION, a Kansas non-profit corporation authorized to do business in Missouri with a principal place of business at 23 North Gore, Suite 202, Saint Louis, Missouri 63119 (“**Horizon**”) (“**Horizon**” together with the “**City**”, the “**Parties**”).

RECITALS

A. The Parties entered into a Cooperative Agreement (“**CA**”) dated March 12, 2018, wherein the following agreements and undertakings were to take place:

1. Horizon, along with a developer, were to promote the development of senior citizen housing units on a parcel of real estate known and numbered as 101 North Johnson Street on which is situated a building formerly serving as the Moberly Junior High School and which is legally described on the attached Exhibit 1 (hereinafter referred to as the “**Property**”). Horizon is vested with legal title to the Property.

2. The City agreed to demolish and remove a school gymnasium which was a part of the Junior High because Horizon had determined that the gymnasium would adversely affect the economic feasibility of the senior citizens housing project.

3. Horizon agreed to convey to the City a portion of the Property, in fee, located on its northwest corner and measuring approximately 185’ x 50” to be known as the SplashPad site.

B. The City completely satisfied its obligation to demolish and remove the Junior High gymnasium.

C. Horizon has abandoned its housing project and desires to convey the property, in fee, to the City. City desires to continue efforts to develop a senior citizen housing project on the Property.

D. Horizon did not convey the SplashPad site to the City as required by the CA.

AGREEMENT

NOW, THEREFORE, in consideration of the above premises and the mutual covenants set forth in this Agreement, the Parties hereby agree as follows:

1. Termination of CA. The Parties mutually agree that the Cooperative Agreement heretofore entered into between them is hereby terminated subject to the mutual covenants and agreements between them state herein.

2. **Conveyance of the Property.** In consideration of the foregoing undertakings and covenants of the Parties, Horizon at Horizon's sole cost and expense shall convey to the City by warranty deed the Property as described on the attached Exhibit 1. The City may obtain, at the City's sole cost and expense, a commitment for an ALTA Owner's Policy of title insurance for the Property in the amount of the consideration stated herein. Horizon for itself and for any affiliate, successor or assign, agent or personal representative of Horizon hereby represents and warrants to the City that as of the date of this Agreement and as of the Closing Date (as herein defined) Horizon owns unencumbered fee title to the Property and has full and lawful authority to convey the Property to the City as provided in this Agreement.

3. **Consideration.** The Parties agree that the consideration for the conveyance of the Property is two-fold. One, that the cost to the City to demolish and remove the Junior High gymnasium, at Horizon's request, was in excess of \$45,000.00. In addition, the City agrees to pay to Horizon the sum of Eight Thousand Four Hundred and Seventy-Six Dollars and 24/100 (\$8,476.24) upon conveyance of the Property. Said sum represents the expenses incurred by Horizon in pursuing the senior citizen housing project.

4. **Closing.** Closing on the conveyance of the Property shall take place within thirty (30) days after the Effective Date of this Agreement. The closing shall occur at the offices of a title insurance company selected by the City and reasonably acceptable to Horizon during normal business hours or at such other location as the Parties may mutually agree. At Closing Horizon shall transfer and convey all of its right, title and interest in the Property by Special Warranty Deed in such form as reasonable required by the City, free and clear of all tenancies, liens and encumbrances. Each Party shall execute, acknowledge, and deliver, after the Closing, such further assurances, instruments and documents as the other may reasonably request in order to fulfill the intent of this Agreement.

All real estate taxes, and all other public or governmental charges and public or private assessments against the Property which are or may be payable on an annual basis (including liens or encumbrances for sewer, water, drainage or other public improvements), shall be adjusted and prorated between the Parties. Any such prorations shall be made as of the day prior to the Closing and shall be paid at Closing, or if prepaid, such prorated portion shall be credited to Horizon, and shall from and after the Closing be assumed and paid by the City.

5. **Relationship of the Parties; Third Party Beneficiaries.** Nothing contained in this Agreement nor any act of the City or Horizon shall be deemed or construed to create a partnership or agency relationship between or among any party and this Agreement is and shall be limited to the specific purposes set out herein. Other than as expressly provided in this Agreement, neither Party shall be the agent of, or have any rights to create any obligations or liabilities binding on the other Party. The Parties do not intend to confer any benefit under this Agreement on any other person or entity not named or referenced in this Agreement and the named Parties hereto.

6. **Miscellaneous.**

a. *Further Assistance.* The City and Horizon each agree to take such actions as may be necessary or appropriate to carry out the terms, provisions and intent of this Agreement and to aid and assist each other in carrying out said terms, provisions and intent.

b. *Severability.* The provisions of this Agreement shall be deemed severable. If any word, phrase, term, sentence, paragraph, or other portion of this Agreement shall, at any time or to any extent, be invalid or unenforceable, the remainder of this Agreement shall not be affected by such partial invalidity, and each remaining word, phrase, term, sentence, paragraph covenant, or other portion of this Agreement shall be valid and be enforced to the fullest extent permitted by law.

c. *Headings; Agreement Preparation.* The headings and captions of this Agreement are for convenience and reference only, and in no way define, limit, or describe the scope or intent of this Agreement of any provision thereof and shall in no way be deemed to explain, modify, amplify or aid in the interpretation or construction of the provisions of this Agreement. In any interpretation, construction or determination of the meaning of any provision of this Agreement, no presumption whatsoever shall arise from the fact that the Agreement was prepared by or on behalf of any Party.

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

e. *Entire Agreement; Amendments; No Waiver by Prior Actions.* The parties hereto agree that this Agreement shall constitute the entire agreement among the parties and no other agreements or representations other than those contained in this Agreement have been made by the parties. This Agreement shall be amended only in writing and effective when signed by the duly authorized agents of the parties. The failure of any party hereto to insist in any one or more cases upon the strict performance of any term, covenant or condition of this Agreement to be performed or observed by another party shall not constitute a waiver or relinquishment for the future of any such term, covenant or condition.

f. *No Waiver of Sovereign Immunity.* Nothing in this Agreement shall be construed or deemed to constitute a waiver of the City's or of the County's sovereign immunity.

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

h. *Counterparts.* This Agreement may be executed in several counterparts, each of which shall be an original, but all of which shall constitute one and the same instrument.

IN WITNESS WHEREOF, the parties have set their hands and seals as of the day and year first written above.

CITY OF MOBERLY

By: _____
Jerry Jeffrey, Mayor

ATTEST:

D.K. Galloway, CMC/MRCC, City Clerk

HORIZON HOUSING FOUNDATION

By: _____

ATTEST:

City of Moberly City Council Agenda Summary

Agenda Number: #8.
 Department: Public Utilities and
 Parks and Rec
 Date: July 6, 2020

Agenda Item: A Resolution Accepting The Bid Of Sapp Construction Inc., And Authorizing Contracting With Sapp Construction Inc., For Excavation And Construction Of The Kiwanis Park Detention Pond.

Summary: This proposal from Sapp Excavation is for \$73,500 and will complete all of the excavation and construction of the retention pond on the Kiwanis Park property and will transport the approximately 19,000 cu. yds of excess dirt to Cobblestone subdivision and waste some on-site of Kiwanis Park in the manner approved by the Parks department, possibly as earthen play structures. The bid also includes the clearing and removal of all the necessary trees and roots. City staff will have to take care of the burn off the brush from clearing and the seeding & mulching required at the end. The project will be funded \$30,236 from the Cobblestone detention & greenspace payment (LVS) in lieu of building on-site, Parks & Rec and Utilities will each pay \$21,750 towards the project. Parks will complete the seeding, mulching and burn off brush. The engineers estimate for this work was right at \$100,000 and we had received another bid from Willis Brothers for \$164,000 turnkey. While the City will have some extra work as a result of the Sapp proposal, the cost saving more than offsets those efforts. Utilities and Parks department have all been involved with this proposal and agree. Staff recommends approval of the Sapp proposal for \$73,750.

Recommended

Action: Approve this resolution.

Fund Name: Utilities Contracted Services Park Land Maintenance

Account Number: 301.115.5406 115.041.5305

Available Budget \$: 10,000.00 35,500.00

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

BILL NO: _____

RESOLUTION NO: _____

A RESOLUTION ACCEPTING THE BID OF SAPP CONSTRUCTION INC., AND AUTHORIZING CONTRACTING WITH SAPP CONSTRUCTION INC., FOR EXCAVATION AND CONSTRUCTION OF THE KIWANIS PARK DETENTION POND.

WHEREAS, bids were requested for the excavation and construction of the Kiwanis Park detention pond with two bidders responding; and

WHEREAS, the bid of Sapp Construction Inc., was determined by staff to be the lowest responsible bid of \$73,500.00; and

WHEREAS, staff recommends acceptance of the bid and authority to contract for the proposed project.

NOW, THEREFORE, the Moberly, Missouri, City Council hereby accepts the bid as recommended by city staff and authorizes the City Manager to execute a contract with Sapp Construction Inc., in the amount of \$73,500 for the Kiwanis Park detention pond excavation and construction.

RESOLVED this 6th day of July, 2020, by the Council of the City of Moberly, Missouri.

Presiding Officer at Meeting

ATTEST:

City Clerk

Sapp Construction Inc

P. O. Box 257
Ashland, MO 65010

Date Estimate #
6/19/2020 472

City of Moberly
101 W Reed St
Moberly, MO 65270

Phone #
(573)489-3965

Project

Description	Qty	Rate	Total
-Remove trees (*Does not include tree disposal) -Dig detention pond as per plans -Haul needed dirt across adjacent property to Cobblestone -Use excess dirt to make rolling hills in park (as needed, to dispose of dirt) *Does not include seed & mulch *Does not include staking/layout/engineering Kiwanis Park Detention System As per plans provided by Tom Sanders 5/26/20		73,750.00	73,750.00
Payment to be in full within 30 days of invoice	Total		\$73,750.00

Signature

Date

City of Moberly City Council Agenda Summary

Agenda Number: #9.

Department: Community Development
Date: July 6, 2020

Agenda Item: A Resolution Accepting A Quit Claim Deed From Christopher L. Hayes.

Summary: A quit claim deed for 1209 Concannon St. with Christopher L. Hayes giving the property to the City of Moberly so that the structure can be demolished in our demolition grant program. Attached are the quit claim deed, an O&E report showing the property is clear of any liens or mortgages.

Staff recommends approval of this.

Recommended

Action: Approve this resolution.

Fund Name: N/A

Account Number: N/A

Available Budget \$: N/A

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

BILL NO: _____

RESOLUTION NO: _____

A RESOLUTION ACCEPTING A QUIT CLAIM DEED FROM CHRISTOPHER L. HAYES.

WHEREAS, Christopher L. Hayes owns Lot Fourteen (14) and the West Twenty (20) feet of Lot fifteen (15), Block Twenty-five (25), Barrow’s Addition to Moberly, Missouri; and

WHEREAS, the structure located on said real estate is scheduled for demolition as part of the DED grant for demolition of dilapidated residential structures; and

WHEREAS, Mr. Hayes is not able to pay the \$500 fee required to maintain ownership of the real estate after the demolition pursuant to the grant and is willing to convey his ownership of the real estate to the city in exchange for participating in the grant program.

NOW, THEREFORE, the Moberly, Missouri, City Council authorizes the City Manager to accept a Quit Claim Deed from Christopher L. Hayes on behalf of the city.

RESOLVED this ____ day of _____, 2020, by the Council of the City of Moberly, Missouri.

Presiding Officer at Meeting

ATTEST:

City Clerk

QUIT-CLAIM DEED

THIS INDENTURE, made on the _____ day of _____, 2020 by and between

CHRISTOPHER L. HAYES, 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.

Lot Fourteen (14) and the West Twenty (20) feet of Lot fifteen (15), Block Twenty-five (25), Barrow's Addition to the City of Moberly, Randolph County, Missouri, or more commonly known as 1209 Concannon Street.

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 parties of the first part nor their heirs nor any other person or persons, for them or in their names or behalf, shall or will hereinafter claim or demand any right or title to the title 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 parties of the first part have hereunto set their hands and seal the day and year above written.

Christopher L. Hayes, Grantor

Christopher L. Hayes

STATE OF MISSOURI)
) **SS.**
COUNTY OF RANDOLPH)

On this _____ day of _____, 2020, before me, the undersigned, a notary in the said County, personally appeared **Christopher L. Hayes**, personally known to me who declared himself to be a single person and 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: _____

TOWN & COUNTRY ABSTRACT CO., INC.

**541 West Coates Suite 101
Moberly, Missouri 65270
Phone 660-263-0425 Fax 660-263-1226
Email brad@townandcountryabstract.com**

April 23, 2020

Ms. Emily Goyea
City of Moberly
101 W. Reed Street
Moberly, MO 65270

Dear Ms. Goyea,

As you requested, we searched the records of Randolph County, Missouri, pertaining to: **Lot Fourteen (14) and the West Twenty (20) feet of Lot fifteen (15), Block Twenty-five (25), Barrow's Addition to the City of Moberly, Randolph County, Missouri.** Our search covered the period May 29, 2012 through April 13, 2020, and disclosed the following:

TITLE: Title was vested in **Christopher L. Hayes, a single person,** by Warranty Deed dated May 25, 2012, and recorded May 29, 2012, in Book 774 at Page 657.

MORTGAGES: None of record.

MECHANICS' LIENS: None of record.

JUDGMENTS: Child Support Judgment against Christopher Lamont Hayes, Case No. 03MC176040.

Child Support Judgment against Christopher Lamont Hayes, Case No. 04MC176051.

TAX LIENS: None of record against Christopher L. Hayes.

REQUESTS FOR NOTICE OF SALE: None of record.

SPECIAL ASSESSMENTS: None of record.

TAXES: Taxes were paid for the year 2015 and prior. 2016, 2017, 2018 and 2019 taxes are DELINQUENT. 2019 original tax amount \$261.39. Parcel #07-7.0-35.0-3.0-002-186.000

Liability for this Ownership & Encumbrance Report is limited to the price paid the Company for this Report and that maximum liability is limited to the customer who placed the order with us.

Very truly yours,



Brad Goessling

City of Moberly City Council Agenda Summary

Agenda Number: _____
Department: City Clerk
Date: July 6, 2020

Agenda Item: A Resolution appropriating money out of the Treasury of the City of Moberly, Missouri.

Summary: Appropriation Resolution.

Recommended

Action: Please approve this Resolution.

Fund Name: N/A

Account Number: N/A

Available Budget \$: N/A

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

BILL NO. _____

RESOLUTION NO. _____

A RESOLUTION APPROPRIATING MONEY OUT OF THE TREASURY OF THE CITY OF MOBERLY, MISSOURI IN THE AMOUNT OF \$1,168,019.50.

WHEREAS, the funds are to be disbursed as follows;

- SECTION 1: There is hereby appropriated out of the **General Fund** of the Treasury of the City of Moberly, Missouri to pay expenses due July 6, 2020 in the amount of \$448,686.79.
- SECTION 2: There is hereby appropriated out of the **Non-Resident Lodging Tax Fund** of the Treasury of the City of Moberly, Missouri to pay expenses due July 6, 2020 in the amount of \$7,570.50.
- SECTION 3: There is hereby appropriated out of the **Solid Waste Fund** of the Treasury of the City of Moberly, Missouri to pay expenses due July 6, 2020 in the amount of \$1,003.00.
- SECTION 4: There is hereby appropriated out of the **Heritage Hills Golf Course Fund** of the Treasury of the City of Moberly, Missouri to pay expenses due July 6, 2020 in the amount of \$82,479.02.
- SECTION 5: There is hereby appropriated out of the **Parks and Recreation Fund** of the Treasury of the City of Moberly, Missouri to pay expenses due July 6, 2020 in the amount of \$70,145.32.
- SECTION 6: There is hereby appropriated out of the **Airport Fund** of the Treasury of the City of Moberly, Missouri to pay expenses due July 6, 2020 in the amount of \$6,870.31.
- SECTION 7: There is hereby appropriated out of the **Utilities Collection Fund** of the Treasury of the City of Moberly, Missouri to pay expenses due July 6, 2020 in the amount of \$18,118.56.
- SECTION 8: There is hereby appropriated out of the **Utilities OP & Maintenance Fund** of the Treasury of the City of Moberly, Missouri to pay expenses due July 6, 2020 in the amount of \$126,192.01.
- SECTION 9: There is hereby appropriated out of the **Capital Improvement Trust Fund** of the Treasury of the City of Moberly, Missouri to pay expenses due July 6, 2020 in the amount of \$5,000.00.
- SECTION 10: There is hereby appropriated out of the **Utilities Consumers Security Fund** of the Treasury of the City of Moberly, Missouri to pay expenses due July 6, 2020 in the amount of \$68.37.
- SECTION 11: There is hereby appropriated out of the **2004B SRF Bonds Debt. Service Fund** of the Treasury of the City of Moberly, Missouri to pay expenses due July 6, 2020 in the amount of \$37,639.16.
- SECTION 12: There is hereby appropriated out of the **2006A SRF Bonds Debt. Service Fund** of the Treasury of the City of Moberly, Missouri to pay expenses due July 6, 2020 in the amount of \$27,007.38.
- SECTION 13: There is hereby appropriated out of the **2004C Bonds Debt Service Fund** of the Treasury of the City of Moberly, Missouri to pay expenses due July 6, 2020 in the amount of \$26,016.96.
- SECTION 14: There is hereby appropriated out of the **Emergency Telephone Fund** of the Treasury of the City of Moberly, Missouri to pay expenses due July 6, 2020 in the amount of \$24,956.54.
- SECTION 15: There is hereby appropriated out of the **Transportation Trust Fund** of the Treasury of the City of Moberly, Missouri to pay expenses due July 6, 2020 in the amount of \$275,657.11.
- SECTION 16: There is hereby appropriated out of the **Street Improvement Fund** of the Treasury of the City of Moberly, Missouri to pay expenses due July 6, 2020 in the amount of \$7,685.97.
- SECTION 17: There is hereby appropriated out of the **Downtown CID Sales Tax Fund** of the Treasury of the City of Moberly, Missouri to pay expenses due July 6, 2020 in the amount of \$510.00.
- SECTION 18: There is hereby appropriated out of the **Downtown CID Property Tax Fund** of the Treasury of the City of Moberly, Missouri to pay expenses due July 6, 2020 in the amount of \$2,412.50.

NOW, THEREFORE, the Moberly City Council authorizes these expenditures.

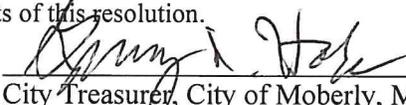
RESOLVED this 6th day of July 2020 by the Council of the City of Moberly, Missouri.

ATTEST:

Presiding Officer

City Clerk

I hereby certify that there is sufficient money standing to the credit of the City of Moberly, Missouri, unappropriated in the several funds covered by this resolution to meet the requirements of this resolution.

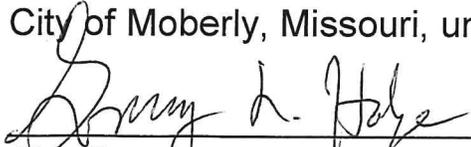


City Treasurer, City of Moberly, Missouri

**EXPENSES PAID JUNE 23 ,2020 - JULY 2, 2020 FOR THE
FOLLOWING FUNDS ARE TO BE INCLUDED WITH THE
JULY 6, 2020 APPROPRIATION RESOLUTION TOTAL.**

General Fund	\$	448,686.79
Non-Resident Lodging Tax Fund	\$	7,570.50
Solid Waste Fund	\$	1,003.00
Heritage Hills Golf Course Fund	\$	82,479.02
Parks and Recreation Fund	\$	70,145.32
Airport Fund	\$	6,870.31
Utilities Collection Fund	\$	18,118.56
Utilities OP & Maintenance Fund	\$	126,192.01
Capital Improvement Trust Fund	\$	5,000.00
Utilities Consumers Security Fund	\$	68.70
2004B SRF Bonds Debt. Service Fund	\$	37,639.16
2006A SRF Bonds Debt. Service Fund	\$	27,007.38
2004C Bonds Debt. Service Fund	\$	26,016.96
Emergency Telephone Fund	\$	24,956.54
Transportation Trust Fund	\$	275,657.11
Street Improvement Fund	\$	7,685.97
Downtown CID Sales Tax Fund	\$	510.00
Downtown CID Prop. Tax Fund	\$	2,412.50
Total		\$ 1,168,019.83

I hereby certify that there is sufficient money standing to the credit of the City of Moberly, Missouri, unappropriated to cover the above funds.



City Treasurer, City of Moberly, Missouri

7/2/2020
Date

ACCOUNTS PAYABLE CHECK REGISTER

#10.

BANK# BANK NAME
CHECK# DATE ACCOUNT# NAME CHECK AMOUNT CLEARED MANUAL VOID REASON FOR VOID

24 DISBURSEMENTS

83736	7/02/2020	5561 A & A OUTHUSES & PUMPING	340.00					
83737	7/02/2020	2903 ABAN PEST CONTROL INC	215.00					
83738	7/02/2020	5062 ALM ENVIRONMENTAL SERVICES CON	12,000.00					
83739	7/02/2020	6120 AMAZON CAPITAL SERVICES	.00				VOID:	
83740	7/02/2020	6120 AMAZON CAPITAL SERVICES	1,423.69					
83741	7/02/2020	790 ARISTA INFORMATION SYSTEMS INC	2,809.15					
83742	7/02/2020	30 ARTDEP+BENTON	.00				VOID:	
83743	7/02/2020	30 ARTDEP+BENTON	5,357.60					
83744	7/02/2020	1680 ASSOCIATED ELECTRIC	150.00					
83745	7/02/2020	17 AT&T 5001	6,002.29					
83746	7/02/2020	4504 AT&T 5011	605.84					
83747	7/02/2020	15 AUSTIN COFFEE SERVICE	235.52					
83748	7/02/2020	6132 BACHTEL KATHRYN	20.00					
83749	7/02/2020	6142 BARCUS LAURA	100.00					
83750	7/02/2020	6133 BARNETT RYAN	20.00					
83751	7/02/2020	3625 BARR ENGINEERING COMPANY	5,000.00					
83752	7/02/2020	4729 BARTLETT & WEST	2,782.88					
83753	7/02/2020	5176 BILLINGTON MARY	176.00					
83754	7/02/2020	273 BSN SPORTS INC	173.16					
83755	7/02/2020	4152 CALVERT'S TOWING & RECOVERY	100.00					
83756	7/02/2020	591 CASON BUILDING MAINTENANCE INC	2,063.70					
83757	7/02/2020	843 CHEMCO INDUSTRIES INC	162.85					
83758	7/02/2020	3137 CINTAS CORPORATION #379	494.58					
83759	7/02/2020	3063 CONLEY FOREST DO	165.00					
83760	7/02/2020	1110 CONTROLLED AIRE LLC	1,129.38					
83761	7/02/2020	6134 COOLEY MATTHEW	20.00					
83762	7/02/2020	2645 CORE & MAIN LP	2,021.24					
83763	7/02/2020	4551 CRAFTCO INC	5,130.00					
83764	7/02/2020	5642 CROSS SHERRY	50.00					
83765	7/02/2020	678 CROWN POWER & EQUIPMENT	327.00					
83766	7/02/2020	2913 CULLIGAN WATER CONDITIONING	10.30					
83767	7/02/2020	2951 CUMMINS MID SOUTH LLC	634.46					
83768	7/02/2020	6083 CUNNINGHAM CHARLES	20.00					
83769	7/02/2020	2908 CUNNINGHAM VOGEL & ROST PC	510.00					
83770	7/02/2020	2971 DASH MEDICAL GLOVES INC	155.80					
83771	7/02/2020	5857 DAVIS JEFF	221.41					
83772	7/02/2020	6127 DAVIS MAKAYLA	25.00					
83773	7/02/2020	5698 DINNERS READY FOR YOU	275.00					
83774	7/02/2020	194 DMC CONCRETE CONSTRUCTION	5,196.00					
83775	7/02/2020	5791 DOUGLAS SUMMER H	270.00					
83776	7/02/2020	3621 ENGEL JODIE	20.00					
83777	7/02/2020	1527 ESRY DANIEL	295.00					
83778	7/02/2020	6128 FARRIS DIANE	25.00					
83779	7/02/2020	3103 FASTENAL COMPANY	.00				VOID:	
83780	7/02/2020	3103 FASTENAL COMPANY	1,764.96					
83781	7/02/2020	1832 FEDERAL SIGNAL CORP	7,809.80					
83782	7/02/2020	5801 FINNELL MADDI	240.00					
83783	7/02/2020	6135 FOSTER NATHANIAL	20.00					
83784	7/02/2020	646 FOUNDATION RECOVERY SYSTEMS	70.00					
83785	7/02/2020	2839 FUSION TECHNOLOGY LLC	39.99					
83786	7/02/2020	704 GALLS LLC	328.66					

ACCOUNTS PAYABLE CHECK REGISTER

#10.

BANK#	BANK NAME	CHECK#	DATE	ACCOUNT#	NAME	CHECK AMOUNT	CLEARED	MANUAL	VOID	REASON FOR VOID
83787		7/02/2020		5785	GEBHARDT ABIGAIL R	440.00				
83788		7/02/2020		6123	GILMOUR LUCY	250.00				
83789		7/02/2020		2956	GREEN HILLS VET CLINIC LLC	464.00				
83790		7/02/2020		2375	GUTHRIE KIM	100.00				
83791		7/02/2020		5784	HARLAN KENNEDY	132.00				
83792		7/02/2020		1338	HAWKINS INC	1,792.30				
83793		7/02/2020		6126	HAYDEE ALLEN	25.00				
83794		7/02/2020		6144	HECKES MARLEI	25.00				
83795		7/02/2020		108	HENDERSON IMPLEMENT CO	307.06				
83796		7/02/2020		4063	JAYHAWK PLASTICS INC	1,305.00				
83797		7/02/2020		4347	JOHN DEERE FINANCIAL	.00			VOID:	
83798		7/02/2020		4347	JOHN DEERE FINANCIAL	859.10				
83799		7/02/2020		6145	JOHNSON ERIN	25.00				
83800		7/02/2020		680	KB TIRE AND AUTO INC	11.94				
83801		7/02/2020		992	KIWANIS OF MOBERLY	1,147.00				
83802		7/02/2020		6146	KLEIN BROOKE	25.00				
83803		7/02/2020		4776	KNOT AS IT SEEMS FLOWERS AND	75.00				
83804		7/02/2020		2588	GOODRADIO TV	2,457.00				
83805		7/02/2020		579	LAND CHARITON COUNTY CONCRETE	9,174.00				
83806		7/02/2020		801	BENN RYAN D	1,480.00				
83807		7/02/2020		5782	MAMRE FARM LLC	1,150.00				
83808		7/02/2020		679	MARTECK	30.22				
83809		7/02/2020		2717	MATHESON TRI GAS INC	136.80				
83810		7/02/2020		6147	MAY TERRY	100.00				
83811		7/02/2020		1375	MIDWEST CUSTOM TRUCKS	250.00				
83812		7/02/2020		1726	MIDWEST ENVIR CONSULTANTS INC	1,932.75				
83813		7/02/2020		416	MISSOURI DEPARTMENT OF REVENUE	2,655.28				
83814		7/02/2020		360	MO DEPARTMENT OF NATURAL RESOU	15,463.28				
83815		7/02/2020		2740	MOBERLY AREA CHAMBER OF COMMER	7,500.00				
83816		7/02/2020		6113	MOBERLY AREA EDC	45,831.00				
83817		7/02/2020		1935	MOBERLY MONITOR INDEX	.00			VOID:	
83818		7/02/2020		1935	MOBERLY MONITOR INDEX	.00			VOID:	
83819		7/02/2020		1935	MOBERLY MONITOR INDEX	3,750.00				
83820		7/02/2020		1954	MOBERLY MOTOR COMPANY	867.38				
83821		7/02/2020		3027	MOBERLY OPTIMIST CLUB	90.00				
83822		7/02/2020		2030	MUEHE HAROLD	1,250.00				
83823		7/02/2020		1036	MUNICIPAL CODE CORPORATION	5,675.84				
83824		7/02/2020		4906	MUTTER FARMS LLC	1,664.30				
83825		7/02/2020		3005	NATIONAL NOTARY ASSOCIATION	199.00				
83826		7/02/2020		2976	NEUMAYER EQUIPMENT CO INC	564.54				
83827		7/02/2020		2865	NEWMAN SIGNS INC	642.97				
83828		7/02/2020		2822	PEPSI-COLA	1,855.12				
83829		7/02/2020		5727	PEST PRO SOLUTIONS INC	125.00				
83830		7/02/2020		2596	PLUMB SUPPLY COMPANY-MOB	65.12				
83831		7/02/2020		2508	POWELL KYLEENE	25.00				
83832		7/02/2020		5786	PRICE JOSHUA STEVEN	182.00				
83833		7/02/2020		5082	PROFESSIONAL TURF PRODUCTS LP	82,128.22				
83834		7/02/2020		4349	RAMSEY JARED	20.00				
83835		7/02/2020		6139	RANDOLPH COUNTY REPUBLICAN CEN	250.00				
83836		7/02/2020		6148	RASSMUSSEN JOYCE	25.00				
83837		7/02/2020		5865	RETAIL STRATEGIES, LLC	40,000.00				
83838		7/02/2020		6131	RHAD BAKER CONSTRUCTION	131,419.80				
83839		7/02/2020		6141	RICHARDSON BARRY	20.00				

ACCOUNTS PAYABLE CHECK REGISTER

#10.

BANK# CHECK#	BANK NAME DATE	ACCOUNT# NAME	CHECK AMOUNT	CLEARED	MANUAL	VOID	REASON FOR VOID
83840	7/02/2020	3939 RICHARDSON SAMANTHA	20.00				
83841	7/02/2020	2977 RICKETTS FARM SERVICE	883.50				
83842	7/02/2020	4805 RILEY ANNA	205.50				
83843	7/02/2020	2850 ROTARY CLUB OF MOBERLY	1,000.00				
83844	7/02/2020	4421 RUCKER BARRY	175.00				
83845	7/02/2020	6118 S&A EQUIPMENT AND BUILDERS	127,084.43				
83846	7/02/2020	2052 SAFETY FIRE PRODUCTS LLC	108.50				
83847	7/02/2020	3014 SAM'S CLUB	27.96				
83848	7/02/2020	6138 SANDERS NATALIE	340.00				
83849	7/02/2020	617 SCHULTE SUPPLY INC	2,081.78				
83850	7/02/2020	6140 SCHUMANN AUSTIN	68.37				
83851	7/02/2020	5098 SELLERS BROOKE	20.00				
83852	7/02/2020	6008 SHADES OF TUESDAY LLC	500.00				
83853	7/02/2020	2684 SHERWOOD'S SIGNS LLC	875.00				
83854	7/02/2020	2610 BRENDLINGER ENTERPRISES INC	15.45				
83855	7/02/2020	6149 SOLAR SHADE USA	1,425.00				
83856	7/02/2020	5088 SONICSOLUTIONS ALGAE CONTROL	5,773.00				
83857	7/02/2020	6136 SPILMAN WILLIE	20.00				
83858	7/02/2020	5700 STAPLES	830.52				
83859	7/02/2020	6150 STAPLES GWEN	100.00				
83860	7/02/2020	6129 STRICKLER TOBI	25.00				
83861	7/02/2020	488 SUPERIOR ADVENTURE CENTER	113.01				
83862	7/02/2020	6130 SWARTS ZACH	100.00				
83863	7/02/2020	2962 SYDENSTRICKER NOBBE PARTNERS	177.25				
83864	7/02/2020	2640 THOMAS HILL PUBLIC WATER SUPPL	88.94				
83865	7/02/2020	4564 TURFMARK SERVICES LLC	1,775.00				
83866	7/02/2020	1562 UNITED FIRST AID & SAFETY,LLC	479.47				
83867	7/02/2020	2223 US CELLULAR	373.76				
83868	7/02/2020	5575 USI INSURANCE SERVICE LLC	6,250.00				
83869	7/02/2020	6151 VORHEES STEPHANIE	25.00				
83870	7/02/2020	2742 WAL MART COMMUNITY	131.63				
83871	7/02/2020	2652 WATER & SEWER SUPPLY INC	1,641.30				
83872	7/02/2020	6137 WESTHUES HENRY	20.00				
83873	7/02/2020	5925 WILLIS MARK	6,600.00				
83874	7/02/2020	2772 WIRELESS USA	577.35				
83875	7/02/2020	5298 ZAMKUS AND ASSOCIATES LLC	1,000.00				
83876	7/02/2020	5294 ZURCHER TIRE INC	602.00				
*20190796							
20190797	6/26/2020	1756 MIRMA	482,853.00				E-PAY
*20190798	Thru 20190800	(NOT IN SELECTED DATE RANGE)					
20190801	6/24/2020	2708 UMB BANK	90,663.50				E-PAY

* See Check Summary below for detail on gaps and checks from other modules.

BANK TOTALS:	
OUTSTANDING	1,168,019.50
CLEARED	.00

BANK 24 TOTAL	1,168,019.50
 VOIDED	 .00

ACCOUNTS PAYABLE CHECK REGISTER

#10.

BANK# BANK NAME
CHECK# DATE

ACCOUNT# NAME

CHECK AMOUNT CLEARED MANUAL VOID REASON FOR VOID

FUND	TOTAL	OUTSTANDING	CLEARED	VOIDED
100 GENERAL FUND	448,686.79	448,686.79	.00	.00
102 NON-RESIDENT LODGING TAX	7,570.50	7,570.50	.00	.00
110 SOLID WASTE FUND	1,003.00	1,003.00	.00	.00
114 HERITAGE HILLS GOLF CRSE	82,479.02	82,479.02	.00	.00
115 PARKS & RECREATION FUND	70,145.32	70,145.32	.00	.00
120 AIRPORT FUND	6,870.31	6,870.31	.00	.00
300 UTILITIES COLLECTION FUND	18,118.56	18,118.56	.00	.00
301 UTILITIES OP & MAINT	126,192.01	126,192.01	.00	.00
304 CAPITAL IMPROVEMENT TRUST	5,000.00	5,000.00	.00	.00
306 UTILITIES CONSUMERS SECUR	68.37	68.37	.00	.00
377 2004B SRF BONDS DEBT SERV	37,639.16	37,639.16	.00	.00
378 2006A SRF BONDS DEBT SERV	27,007.38	27,007.38	.00	.00
379 2004C BONDS DEBT SERVICE	26,016.96	26,016.96	.00	.00
400 EMERGENCY TELEPHONE FUND	24,956.54	24,956.54	.00	.00
600 TRANSPORTATION TRUST FUND	275,657.11	275,657.11	.00	.00
601 STREET IMPROVEMENT FUND	7,685.97	7,685.97	.00	.00
911 DOWNTOWN CID SALES TAX	510.00	510.00	.00	.00
912 DOWNTOWN CID PROP TAX	2,412.50	2,412.50	.00	.00

ACCOUNTS PAYABLE CHECK REGISTER
*** CHECK SUMMARY ***

#10.

BANK# BANK NAME
CHECK# DESCRIPTION

24 DISBURSEMENTS

83736 Thru 83876 Accounts Payable Checks

20190797 Thru 20190801 Accounts Payable E-Pay

177

City of Moberly City Council Agenda Summary

Agenda Number: #11.
 Department: City Clerk
 Date: July 6, 2020

Agenda Item: Consideration for approval of Renewal Liquor Applications.

Summary: **Aldi Inc. #82**, 400 E Highway 24, Moberly, Missouri, submitted by Rob Jeffries.

Case N Keg, 1802 S Morley Street, Moberly, Missouri, submitted by Angela S. Taylor.

FL59, 600 E Highway 24, Moberly, Missouri, submitted by Mark T. Baker.

7th Heaven Discount Store, 1100 N Morley Street, Moberly, MO, submitted by Muazam Shafiq.

Vertigo, 1112 Timberline Road, Moberly, Missouri, submitted by David Thomas Covert Jr.

VFW Post 2654, 1347 S Morley Street, Moberly, Missouri, submitted by Chris Wertz.

Loyal Order of the Moose #776 (Moberly Moose Lodge), 2050 N Morley St, Moberly, Missouri, submitted by Joshua D. Lewis.

Get it N Go Express South, 1730 N Morley Street, Moberly, Missouri, submitted by Jessica Wamsley.

Fiesta Bar & Grill, 104 Wightman Street, Moberly, Missouri, submitted by Victoria Lopez.

Others may be added to the list prior to the Council Meeting if the completed application is returned with the necessary signatures.

Recommended Action: Please approve these applications.

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