

**A G E N D A**  
**WORK SESSION MEETING**  
**City of Moberly**  
**April 17, 2023**  
**6:00 PM**

**Requests, Ordinances, and Miscellaneous**

1. A Request Approving The City Manager To Execute An Agreement With Brindlee Mountain (Fire Truck Mall) To Sell The Moberly Fire Department's 2007 Pierce Fire Engine.
2. Request For Approving A Resolution Authorizing The Moberly Fire Department To Submit A Grant Application Through The State Homeland Security Program (FY23).
3. A Request From Moberly Rotary Club To Hold Their Annual Railroad Days Event On June 14th Through June 17th, 2023, And To Close Roads.
4. Agreement For Engineering Relating To The Rothwell Boat Ramp Project.
5. Review Of The South Morley Cost Share Project Agreement.
6. Receipt Of Bids For A Three-Sided Glass Recycle Bunker At The WM Transfer Station On Martin Ln.
7. Proposal to Provide Administrative Services for the City of Moberly ARPA Stormwater Grant.

# City of Moberly

## City Council Agenda Summary

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

WS #1.

Department: Fire Dept

Date: April 17, 2023

**Agenda Item:** A Request Approving The City Manager To Execute An Agreement With Brindlee Mountain (Fire Truck Mall) To Sell The Moberly Fire Department's 2007 Pierce Fire Engine.

**Summary:** The Moberly Fire Department is proceeding with selling the 2007 Pierce Contender Engine that has been replaced with the new Rosenbauer engine. Due to the current climate for selling engines, the department feels that selling the truck on a nationally known fire truck website is the best way to maximize the value of the engine. Using GovDeals or PurpleWave will not allow the department to set a minimum, nor negotiate with potential buyers for a fair market value of the truck.

**Recommended Action** Authorize the City Manager to execute the agreement for final approval.

**Fund Name:**

**Account Number:**

**Available Budget \$:** 0.00

### ATTACHMENTS:

<input type="checkbox"/> Memo	<input type="checkbox"/> Council Minutes
<input type="checkbox"/> Staff Report	<input type="checkbox"/> Proposed Ordinance
<input checked="" type="checkbox"/> Correspondence	<input type="checkbox"/> Proposed Resolution
<input type="checkbox"/> Bid Tabulation	<input type="checkbox"/> Attorney's Report
<input type="checkbox"/> P/C Recommendation	<input type="checkbox"/> Petition
<input type="checkbox"/> P/C Minutes	<input type="checkbox"/> Contract
<input type="checkbox"/> Application	<input type="checkbox"/> Budget Amendment
<input type="checkbox"/> Citizen	<input type="checkbox"/> Legal Notice
<input type="checkbox"/> Consultant Report	<input type="checkbox"/> Other _____

### Roll Call

Aye

Nay

### Mayor

M\_\_\_ S\_\_\_ Jeffrey

\_\_\_

### Council Member

M\_\_\_ S\_\_\_ Brubaker

\_\_\_

M\_\_\_ S\_\_\_ Kimmons

\_\_\_

M\_\_\_ S\_\_\_ Kyser

\_\_\_

M\_\_\_ S\_\_\_ Lucas

\_\_\_

Passed

Failed



**BRINDLEE MOUNTAIN FIRE APPARATUS**  
**15410 Hwy 231 Union Grove AL 35175 · 256-776-7786**

**Listing and Marketing Commission Agreement**

The undersigned Seller and Brindlee Mountain Fire Apparatus, LLC ("Brindlee") being duly authorized, hereby enter into the following contractual agreement (the "Agreement") effective as of \_\_\_\_\_ April, 20\_\_\_\_:

Apparatus: 2007 Pierce Contender (the "Apparatus")

Apparatus owned or exclusively offered for sale by: City of Moberly ("Seller") If

Apparatus not owned by Seller, then owner of the Apparatus: \_\_\_\_\_ ("Owner")

List Price: The price at which the Apparatus will be listed shall be \$150,000.00, or such other price agreed upon by Seller and Brindlee (the "List Price")

Seller grants Brindlee the non-exclusive right to offer the Apparatus for sale for the List Price. Brindlee shall have the right, but not the obligation, to market and advertise the Apparatus in any media of Brindlee's choosing, including the internet. Seller represents and warrants that the information provided to Brindlee by Seller, Owner and their agents and representatives regarding the Apparatus is true and correct and Seller holds Brindlee harmless and indemnifies Brindlee from any liability resulting from inaccuracies in such information. Seller agrees to pay Brindlee the commission set forth below (the "Commission") if Seller or Owner sells the Apparatus or any other fire apparatus to a buyer referred by Brindlee (a "Referral"), or anyone acting on behalf of a Referral, whether or not the Apparatus is sold at the List Price. The Commission shall be calculated as follows:

- The greater of 10% of the sales price or \$500 if the subject Apparatus is sold for less than \$150,000.00;
- 7% of the sales price if the subject Apparatus is sold for a price from \$150,000.00 to \$300,000.00; and
- 5% of the sales price if the subject Apparatus is sold for a price above \$300,000.00.

Payment of the Commission will be made to Brindlee within 10 days after the sale of the subject Apparatus. Seller shall pay interest in the amount of 1.5% per month on Commission not paid within such 10 day period. Seller further agrees that any additional costs incurred by Brindlee as part of collection efforts for past due Commission will be reimbursed to Brindlee by Seller. The Commission rights of Brindlee and the Commission obligations of Seller set forth in this Agreement shall survive expiration or termination of this Agreement.

Seller agrees to notify Brindlee at the time of sale of the Apparatus as to the sales price and the name and address of the buyer, regardless of whether such buyer is a Referral which was referred by Brindlee. Seller agrees that if Seller fails to provide such information then Seller will pay a Commission to Brindlee as if the buyer of the Apparatus was a Referral referred by Brindlee and the Apparatus was sold at the List Price.

Either party may terminate this Agreement at any time by notifying the other party in writing. If any sale of the Apparatus takes place to a Referral previously referred by Brindlee within one year subsequent to termination of this Agreement, Seller shall pay the same Commission to Brindlee as would have been paid if this Agreement had not been terminated.

Seller agrees that Brindlee may list, market and sell other fire apparatus to prospective buyers who are interested in the Apparatus, including but not limited to fire apparatus owned by Brindlee.

This Agreement shall create an independent contractor relationship between Brindlee and Seller. Brindlee shall at no time be considered an employee of Seller. Seller represents that Seller has full authority to enter into this Agreement. This Agreement constitutes the entire agreement between the parties. This Agreement and the terms and conditions herein may not be amended, modified or waived except by the written agreement of the parties hereto. The failure of the parties to adhere to strictly to the terms and conditions of this Agreement shall not constitute a waiver of the right of the parties later to insist on such strict adherence. This Agreement may be executed in any number of separate counterparts and all such executed counterparts shall constitute one agreement, which shall be binding on the parties notwithstanding that all parties are not signatories to the same counterpart or counterparts. Each party may transmit its signature by facsimile or e-mail (.pdf or similar) to the other party or parties, and any faxed or e-mail signature and/or faxed or e-mail counterpart of this Agreement shall have the same force and effect as an original. This Agreement shall be governed by, construed, and enforced in accordance with the laws of Alabama. The undersigns by execution and delivery of this Agreement do hereby submit to the exclusive jurisdiction and venue of the state and federal courts located in Marshall County, Alabama.

Agreed to by:

**Seller:**

\_\_\_\_\_  
City of Moberly  
*[insert seller name above]*

By: \_\_\_\_\_  
Name: Brian Crane  
Title: City Manager  
Date: April

**Brindlee:**

**BRINDLEE MOUNTAIN FIRE APPARATUS, LLC**

By: \_\_\_\_\_  
Name: \_\_\_\_\_  
Title: \_\_\_\_\_  
Date: \_\_\_\_\_





15410 US Highway  
Union Grove, AL 35175

WS #1.

Phone: (256) 776-7786  
Fax: (256) 498-0924  
[www.FireTruckMall.com](http://www.FireTruckMall.com)

Please complete this form to the best of your knowledge.  
The more information you can provide us, the better equipped we will be in marketing your truck!

**Customer Information:**

Fire Department/Owner: City of Moberly Name of Contact: Don Ryan  
Phone Number: 660-269-8705 Fax: 660-263-0596 Email: ryand@moberlyfd.com  
Where is the truck currently located (city, state): Moberly, Missouri

**Apparatus:**

Year: 2007 VIN: 4P1C01AX7A007500 Shop Order #/ Build #: 19241

Chassis: Manufacturer: Pierce Model: Contender 4x4 (y/n): No  
Fire Body: Manufacturer: Pierce Model: Contender  
Aerial: Manufacturer: N/A Model: N/A Length: N/A  
Aerial Hours: N/A Date of Last Aerial Certification: N/A

Mileage: 68584 Engine Hours: 6939.4 # Cab Seating: 6 # SCBA Seats: 5

Engine: Make: Cummins Model: ISL CM850 HP: 540 Diesel or Gas: Diesel  
Transmission: Make: Allison Model: C10C Automatic or Manual: Automatic

Pump: Make: Waterous Model: CS GPM: 1250 Pump and Roll (y/n): No  
Date of Last Pump Certification: 9/6/2022 Foam System (make and model): N/A

Water Tank: Gallons: 1000 Material: Poly Foam Tank(s): N/A

**Discharges (number and size):**

Driver's Side: 2 ea. - 2 1/2" Officer's Side: 2 ea. - 2 1/2"  
Front: 1 ea. - 1 1/2" Rear: 2 ea. - 2 1/2"

**Suctions (number and size):**

Driver's Side: 1 ea - 6" ; 1 ea. - 2 1/2" Officer's Side: 1 ea. - 6" ; 1 ea. - 2 1/2"  
Front: 0 Rear: 0

Crosslays (# and size): 2 ea. - 1 1/2" Piped for Deck Gun (y/n): Yes Deck Gun Included (y/n): Yes  
Booster Reels: 0

**Generator:** Brand: \_\_\_\_\_ Wattage: \_\_\_\_\_ Fuel Type: \_\_\_\_\_ Hours: \_\_\_\_\_

**Check All that Apply:**

- |  |  |
|--|--|
| <input type="checkbox"/> Electric Reels: _____                       | <input type="checkbox"/> Hydraulic Reels: _____              |
| <input checked="" type="checkbox"/> Telescoping Lights: <u>2 ea.</u> | <input type="checkbox"/> LED Lighting: _____                 |
| <input type="checkbox"/> Light Tower: _____                          | <input type="checkbox"/> Cascade System: _____               |
| <input type="checkbox"/> Ground Ladders: _____                       | <input type="checkbox"/> Breathing Air (aerials only): _____ |
| <input checked="" type="checkbox"/> Air Conditioning                 | <input type="checkbox"/> Automatic Tire Chains               |
| <input type="checkbox"/> Aluminum Hose Bed Cover                     | <input type="checkbox"/> Federal Q Siren                     |
| <input type="checkbox"/> Arrowstick                                  | <input checked="" type="checkbox"/> Hydraulic Ladder Rack    |
|  | <input type="checkbox"/> Interior EMS Cabinet                |
|  | <input checked="" type="checkbox"/> Jake Brake               |
|  | <input type="checkbox"/> Pump Heat Pan                       |

**Dimensions:** Length: 28' 6" Height: 10' 0" GVWR: 38,000 Wheelbase: 170"

**Additional Features or Loose Equipment:**

LED lights upgrade on rear of engine

**Maintenance/Repairs Needed?**

A/C does not operate currently; Jake Brake is not working at this time; generator needs wired in and tuned-up;

Engine completely overhauled in October 2022; Transmission replaced in May 2021

**Click Here** for a Photo Guide to take the best pictures of your apparatus!

# City of Moberly

## City Council Agenda Summary

Agenda Number: WS #2.  
 Department: Fire  
 Date: April 17, 2023

**Agenda Item:** Request For Approving A Resolution Authorizing The Moberly Fire Department To Submit A Grant Application Through The State Homeland Security Program (FY23).

**Summary:** The grant application would be to purchase an emergency generator (with an automatic transfer switch) to be utilized at the second fire station or new station. This piece of equipment would be a critical asset in the operation of the department, and city, during times of potentially catastrophic events. It will provide emergency power to keep our vehicles, equipment, and essential infrastructure operating during “loss of power” events. The cost estimate of the new equipment with installation would be approximately \$70,000.00 with no match required.

**Recommended**

**Action:** Approve the request and resolution.

**Fund Name:**

**Account Number:**

**Available Budget \$:** \$0.00

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

**MICHAEL L. PARSON**  
Governor

**SANDRA K. KARSTEN**  
Director



Lewis & Clark State Office Bldg.  
Mailing Address: P.O. Box 749  
Jefferson City, MO 65101-0749  
Telephone: 573-751-4905  
Fax: 573-751-5399

STATE OF MISSOURI  
**DEPARTMENT OF PUBLIC SAFETY**  
**OFFICE OF THE DIRECTOR**

TO: Regional Planning Commissions, Councils of Government, RHSOC Chairs and Vice Chairs

FROM: Chelsey Call, Grant Supervisor – OHS Grants

DATE: April 7, 2023

RE: FY 2023 State Homeland Security Program (SHSP) Regionalization Application is now open

The Missouri Department of Public Safety is pleased to announce the FY 2023 State Homeland Security Program (SHSP) Regionalization grant application period. The application process is similar to FY 2022 and will be open Friday, April 7, 2023 and close Friday, May 12, 2023, at 5:00 p.m. CST.

**RHSOCs, RPCs and COGs are asked to share this announcement with eligible applicants in your regions.**

**FY 2023 State Homeland Security Program (SHSP) Regionalization Application Workshop**

The FY 2023 State Homeland Security Program (SHSP) Regionalization Application Workshop discusses the process for completing the FY 2023 SHSP grant application. The Application Workshop will be posted online on the DPS website, <https://dps.mo.gov/dir/programs/ohs/grantstraining/> under Grant Applications and Forms. While reviewing the application workshop documentation is not mandatory, OHS highly recommends it, so applicants do not miss important information/changes to the FY 2023 SHSP Regionalization application.

**Eligible Applicants:** Local/State Units of Government, Non-Governmental Organizations, Quasi-Governmental Organizations and Nonprofit Organizations.

**Ineligible Applicants:** Applicants located within the geographical boundaries of the St. Louis Urban Area Security Initiative (UASI), which includes St. Louis City, St. Louis County, Franklin County, St. Charles County and Jefferson County.

Applicants located within the geographical boundaries of the Kansas City Urban Area Security Initiative (UASI), which includes Jackson County, Cass County, Platte County, Ray County, and Clay County.

**Law Enforcement Terrorism Prevention Activities (LETPA) Applicants:** Applicants that intend to apply for LETPA funding **MUST** first apply for the requested project through their respective Regional Homeland Security Oversight Committee (RHSOC) to be considered eligible for LETPA funding. ***State units of government are exempt from this requirement.***

The following materials will be available to aid applicants in the application process. These materials can soon be found on the DPS website: <https://dps.mo.gov/dir/programs/ohs/grantstraining/>.

FY 2023 SHSP Regionalization Notice of Funding Opportunity  
FY 2023 SHSP Regionalization Application Workshop  
Radio Interoperability Guidelines  
FY 2023 FEMA Preparedness Grant Manual

Should you have questions regarding the application process, please call or email:

Kristin Kayser  
Grants Specialist  
573-751-3438  
[krisitn.kayser@dps.mo.gov](mailto:krisitn.kayser@dps.mo.gov)

Chelsey Call  
Grants Supervisor  
573-526-9203  
[chelsey.call@dps.mo.gov](mailto:chelsey.call@dps.mo.gov)

Joni McCarter  
Program Manager  
573-526-9020  
[joni.mccarter@dps.mo.gov](mailto:joni.mccarter@dps.mo.gov)



## FY 2023 State Homeland Security Program (SHSP)

### Regionalization

### Notice of Funding Opportunity (NOFO)



#### Grant Issued By:

U.S. Department of Homeland Security (DHS)/Federal Emergency Management Agency (FEMA)/Grant Programs Directorate (GPD)

#### Grant Issued Through:

Missouri Department of Public Safety (DPS)/Office of Homeland Security (OHS)

#### Assistance Listing:

97.067

#### Funding Opportunity Title

State Homeland Security Program (SHSP) Regionalization

#### Introduction

The Missouri Office of Homeland Security is pleased to announce the funding opportunity for the FY 2023 State Homeland Security Program (SHSP) Regionalization. This state administered, but federally funded program, is made available through the Grants Programs Directorate (GPD) within the Federal Emergency Management Agency (FEMA).

#### Program Description

SHSP assists state and local efforts to build, sustain, and deliver the capabilities necessary to prevent, prepare for, protect against, and respond to acts of terrorism.

The [2022-2026 FEMA Strategic Plan](#) outlines three goals designed to position FEMA to address the increasing range and complexity of disasters, support the diversity of communities we serve, and complement the nation's growing expectations of the emergency management community. The Homeland Security Grant Program (HSGP) supports FEMA's efforts to achieve equitable outcomes for those we serve (Goal 1) and to promote and sustain a prepared nation (Goal 3). We invite our stakeholders and partners to also adopt these priorities and join us in building a more prepared and resilient Nation.

Finally, for FY 2023, DHS is focused on the criticality of information sharing and collaboration to building a national culture of preparedness and protecting against terrorism and other threats to our national security. The threats to our nation have evolved during the past two decades. We now face continuous cyber threats by sophisticated actors, threats to soft targets and crowded places, and threats from domestic violent extremists who currently pose the greatest terrorism threat to the nation. Therefore, for FY 2023, DHS has identified six priority areas related to the most serious threats to the nation.

## Objective

The objective of the FY 2023 SHSP is to fund state and local efforts to prevent terrorism and prepare the Nation for threats and hazards that pose the greatest risk to the security of the United States.

## Priorities

Given the evolving national security threat landscape, DHS/FEMA has evaluated the national risk profile and set priorities that help inform appropriate allocation of scarce security dollars. In assessing the national risk profile for FY 2023, six National Priority Areas pose the most concern. The following are the six priority areas for FY 2022:

1. Enhancing the protection of soft targets/crowded places
2. Enhancing information and intelligence sharing and analysis
3. Combating domestic violent extremism
4. Enhancing cybersecurity
5. Enhancing community preparedness and resilience
6. Enhancing election security

Likewise, there are several enduring security needs that crosscut the homeland security enterprise to which subrecipients should consider allocating funding across core capability gaps and national priorities. The following are enduring needs that help subrecipients implement a comprehensive approach to securing communities:

1. Effective planning;
2. Training and awareness campaigns
3. Equipment and capital projects; and
4. Exercises.

The table below provides a breakdown of the FY 2023 SHSP priorities, showing the core capabilities enhanced and lifelines supported, as well as examples of eligible project types for each area. A detailed description of allowable investments for each project type is included in the [Preparedness Grants Manual](#). DHS/FEMA anticipates that in future years, national priorities will continue to be included and will be updated as the threats evolve and as capability gaps are closed. Applicants are strongly encouraged to begin planning to sustain existing capabilities through funding mechanisms other than DHS preparedness grants. The example project types in the table below are allowable to prepare for disasters unrelated to acts of terrorism as long as they also help achieve target capabilities related to preventing, preparing for, protecting against, or responding to acts of terrorism.

## FY 2023 SHSP Priority Areas

Priority Areas	Core Capabilities	Example Project Types
<b>Enhancing Cybersecurity</b>	<ul style="list-style-type: none"> <li>• Cybersecurity</li> <li>• Intelligence and information sharing</li> <li>• Planning</li> <li>• Public information warning</li> <li>• Operational coordination</li> <li>• Screening, search, and detection</li> <li>• Access control and identity verification</li> <li>• Supply chain integrity and activities</li> <li>• Risk management for protection programs and activities</li> <li>• Long-term vulnerability reduction</li> <li>• Situational assessment</li> <li>• Infrastructure systems</li> <li>• Operational communications</li> </ul>	<ul style="list-style-type: none"> <li>• Cybersecurity risk assessments</li> <li>• Migrating online services to the “.gov” internet domain</li> <li>• Projects that address vulnerabilities identified in cybersecurity risk assessments               <ul style="list-style-type: none"> <li>○ Improving cybersecurity of critical infrastructure to meet minimum levels identified by the Cybersecurity and Infrastructure Agency (CISA) and the <a href="#">National Institute of Standards and Technology Cybersecurity Framework</a></li> <li>○ Adoption of cybersecurity performance goals (<a href="#">Cross-Sector Cybersecurity Performance Goals</a>)</li> <li>○ Cybersecurity training and planning</li> </ul> </li> </ul>
<b>Enhancing the protection of soft targets crowded places</b>	<ul style="list-style-type: none"> <li>• Operational coordination</li> <li>• Public information and warning</li> <li>• Intelligence and information sharing</li> <li>• Interdiction and disruption</li> <li>• Screening, search, and detection</li> <li>• Access control and identity verification</li> <li>• Physical protective measures</li> <li>• Risk management for protection programs and activities</li> </ul>	<ul style="list-style-type: none"> <li>• Operational overtime</li> <li>• Physical security enhancements               <ul style="list-style-type: none"> <li>○ Security cameras (closed-circuit television [CCTV])</li> <li>○ Security screening equipment for people and baggage</li> <li>○ Lighting</li> <li>○ Access controls</li> <li>○ Fencing, gates, barriers, etc.</li> </ul> </li> <li>• Unmanned aircraft system detection technologies</li> </ul>
<b>Enhancing information and intelligence sharing and analysis</b>	<ul style="list-style-type: none"> <li>• Intelligence and information sharing</li> <li>• Interdiction and disruption</li> <li>• Planning</li> <li>• Public information and warning</li> <li>• Operational coordination</li> <li>• Risk management for protection programs and activities</li> </ul>	<ul style="list-style-type: none"> <li>• Fusion center operations</li> <li>• Information Sharing with all DHS components; fusion centers; other operational, investigative, and analytic entities; and other federal law enforcement and intelligence entities</li> <li>• Cooperation with DHS officials and other entities designated by DHS in intelligence, threat recognition, assessment, analysis, and mitigation</li> <li>• Identification, assessment, and reporting of threats of violence</li> <li>• Joint intelligence analysis training and planning with DHS officials and other entities designated by DHS</li> </ul>
<b>Combating domestic violent extremism</b>	<ul style="list-style-type: none"> <li>• Interdiction and disruption</li> <li>• Intelligence and information sharing</li> </ul>	<ul style="list-style-type: none"> <li>• Open-source analysis of disinformation and misinformation campaigns, targeted violence</li> </ul>



	<ul style="list-style-type: none"> <li>• Planning</li> <li>• Public information and warning</li> <li>• Operational coordination</li> <li>• Risk management for protection programs and activities</li> </ul>	<p>and threats to life, including tips/leads, and online/social media-based threats</p> <ul style="list-style-type: none"> <li>• Sharing and leveraging intelligence and information, including open-source analysis</li> <li>• Execution and management of threat assessment programs to identify, evaluate, and analyze indicators and behaviors indicative of domestic violent extremists</li> <li>• Training and awareness programs (e.g., through social media, suspicious activity reporting [SAR] indicators and behaviors) to help prevent radicalization</li> <li>• Training and awareness programs (e.g., through social media, SAR indicators and behaviors) to educate the public on misinformation and disinformation campaigns and resources to help them identify and report potential instances of domestic violent extremism</li> </ul>
<b>Enhancing community preparedness and resilience</b>	<ul style="list-style-type: none"> <li>• Planning</li> <li>• Public information and warning</li> <li>• Community resilience</li> <li>• Risk management for protection programs and activities</li> <li>• Mass care services</li> <li>• Intelligence and information sharing</li> <li>• Risk and disaster resilience assessment</li> <li>• Long-term vulnerability reduction</li> </ul>	<ul style="list-style-type: none"> <li>• Establish, train, and maintain Community Emergency Response Teams (CERT) and Teen CERT, with a focus on historically underserved communities, including procurement of appropriate tools, equipment and training aides: <ul style="list-style-type: none"> <li>◦ Local delivery of CERT train-the-trainer and CERT Program Manager to build local program training and maintenance capacity</li> </ul> </li> <li>• Provide continuity training, such as FEMA's Organizations Preparing for Emergency Needs training, to faith-based organizations, local businesses, and community-based organizations such as homeless shelters, food pantries, nonprofit medical providers and senior care facilities to bolster their resilience to all hazards</li> <li>• Partner with local school districts to deliver the Student Tools for Emergency Planning curriculum or other educational programming to guide students on how to create emergency kits and family communications plans</li> <li>• Partner with key stakeholders to assist with completing the Emergency Financial First Aid Kit or a similar tool to bolster the disaster centric and financial resilience of individuals and households</li> <li>• Execute <a href="#">You are the Help Until the Help Arrives</a> workshops in concert with community-based organizations to bolster individual preparedness</li> <li>• Target youth preparedness using FEMA programing such as Prepare with Pedro resources and Ready2Help</li> </ul>

		<ul style="list-style-type: none"> <li>• Promote community planning, coordination, and integration of children's needs during emergencies through workshops like FEMA's Integrating the Needs of Children</li> <li>• Community Mapping: identify community resources and characteristics in order to identify gaps in resources, identify hazards and vulnerabilities, and inform action to promote resilience</li> <li>• Provide training and awareness programs with key stakeholders (e.g., through social media, community, and civic organizations) to educate the public on misinformation and disinformation campaigns to increase individual and community resilience.</li> <li>• Support integrated and cross-jurisdictional preparedness planning that considers how the community develops networks of information-sharing and collaboration among community-based organizations and government institutions to enable a quicker recovery from multiple threats, including terrorist actions.</li> </ul>
<b>Enhancing Election Security</b>	<ul style="list-style-type: none"> <li>• Cybersecurity</li> <li>• Intelligence and information sharing</li> <li>• Planning</li> <li>• Long-term vulnerability reduction</li> <li>• Situational assessment</li> <li>• Infrastructure systems</li> <li>• Operational coordination</li> <li>• Community resilience</li> </ul>	<ul style="list-style-type: none"> <li>• Physical security planning support</li> <li>• Physical/site security measures – e.g., locks, shatter proof glass, alarms, access controls etc.</li> <li>• General election security navigator support</li> <li>• Cyber navigator support</li> <li>• Cybersecurity risk assessments, training, and planning</li> <li>• Projects that address vulnerabilities identified in cybersecurity risk assessments</li> <li>• Iterative backups, encrypted backups, network segmentation, software to monitor/scan, and endpoint protection</li> <li>• Distributed Denial Of Service protection</li> <li>• Migrating online services to the ".gov" internet domain</li> <li>• Online harassment and targeting prevention services</li> <li>• Public awareness/preparedness campaigns discussing election security and integrity measures</li> </ul>
<b>Priority Areas</b>		
<b>Planning</b>	<ul style="list-style-type: none"> <li>• Planning</li> <li>• Risk management for protection programs and activities</li> <li>• Risk and disaster resilience assessment</li> <li>• Threats and hazards identification</li> <li>• Operational coordination</li> <li>• Community resilience</li> </ul>	<ul style="list-style-type: none"> <li>• Development of: <ul style="list-style-type: none"> <li>○ Security Risk Management Plans</li> <li>○ Threat Mitigation Plans</li> <li>○ Continuity of Operations Plans</li> <li>○ Response Plans</li> </ul> </li> <li>• Efforts to strengthen governance integration between/among regional partners</li> <li>• Joint training and planning with DHS officials and other entities designated by DHS</li> </ul>

		<ul style="list-style-type: none"> <li>• Cybersecurity training and planning</li> <li>• Revision of existing plans to strengthen community resilience in underserved communities</li> </ul>
<b>Training &amp; Awareness</b>	<ul style="list-style-type: none"> <li>• Long-term vulnerability reduction</li> <li>• Public information and warning</li> <li>• Operational coordination</li> <li>• Situational assessment</li> <li>• Community resilience</li> </ul>	<ul style="list-style-type: none"> <li>• Active shooter training</li> <li>• Intelligence analyst training</li> <li>• SAR and terrorism indicators/behaviors training</li> <li>• Security training for employees</li> <li>• Public awareness/preparedness campaigns</li> <li>• Joint training and planning with DHS officials and other entities designated by DHS</li> <li>• Cybersecurity training and planning</li> <li>• Sharing and leveraging intelligence and information</li> <li>• Targeted outreach and preparedness training for underserved communities in conjunction with community-based organizations</li> </ul>
<b>Equipment &amp; Capital Projects</b>	<ul style="list-style-type: none"> <li>• Long-term vulnerability reduction</li> <li>• Infrastructure systems</li> <li>• Operational communications</li> <li>• Interdiction and disruption</li> <li>• Screening, search and detection</li> <li>• Access control and identity verification</li> <li>• Physical protective measures</li> </ul>	<ul style="list-style-type: none"> <li>• Protection of high-risk, high-consequence areas or systems that have been identified through risk assessments</li> <li>• Physical security enhancements <ul style="list-style-type: none"> <li>○ Security cameras (CCTV)</li> <li>○ Security screening equipment for people and baggage</li> <li>○ Lighting</li> <li>○ Access Controls <ul style="list-style-type: none"> <li>▪ Fencing, gates, barriers, etc.</li> </ul> </li> </ul> </li> <li>• Enhancing Weapons of Mass Destruction (WMD) and/or improvised explosive device (IED) prevention, detection, and response capabilities</li> <li>• Chemical/Biological/Radiological/Nuclear/Explosive (CBRNE) detection, prevention, and response equipment</li> </ul>
<b>Exercise</b>	<ul style="list-style-type: none"> <li>• Long-term vulnerability reduction</li> <li>• Operational coordination</li> <li>• Operational communications</li> <li>• Community resilience</li> </ul>	<ul style="list-style-type: none"> <li>• Response exercises, including exercise planning with community-based organizations</li> </ul>

All SHSP projects must have a demonstrated nexus to achieving target capabilities relating to preventing, preparing for, protecting against, and responding to acts of terrorism. However, such projects may simultaneously support enhanced preparedness for disasters unrelated to acts of terrorism.

DHS/FEMA/OHS also encourages SHSP subrecipients to participate in the THIRA/SPR process and prioritize grant funding to support closing capability gaps or sustaining capabilities that address national

priorities and/or support enduring needs. **In FY 2023 SHSP application projects that align to National Priorities will receive extra points during the application scoring process.**

**Period of Performance:** 24 months

**Projected Period of Performance Start Date:** September 1, 2023

**Projected Period of Performance End Date:** August 31, 2025

**Funding Instrument:** Grant

**Eligible Applicants:**

- Local units of government
- State units of government
- Nongovernmental organizations, quasi-governmental organizations (e.g., RPC's and COG's), nonprofit organizations (e.g., Red Cross)

Applicants must designate their respective geographic area (Region A thru I) in the WebGrants system, the Missouri Department of Public Safety's online electronic portal. For additional information regarding geographic areas, applicants are encouraged to contact the Regional Planning Commission (RPC)/Councils of Government (COG) that provides administrative support for their specific region. A regional map and direct links to the RPC/COG information are available at <http://www.dps.mo.gov/dir/programs/ohs/regionalization/?h=0> or by contacting the Missouri Office of Homeland Security at (573) 522-6125.

**Applicants that intend to apply for Law Enforcement Terrorism Prevention Activities (LETPA) funding must first apply for the requested project through their respective Regional Homeland Security Oversight Committee (RHSOC) to be eligible for LETPA funding. *State units of government are exempt from this requirement.***

To be eligible for SHSP funding, the applicant agency must be compliant with the following statutes, as applicable and must maintain compliance throughout the grant period of performance:

- **Section 320.271 RSMo– Fire Department Registration**  
Pursuant to [section 320.271 RSMo](#), All fire protection districts, fire departments, and all volunteer fire protection associations as defined in section 320.300 shall complete and file with the state fire marshal within sixty days after January 1, 2008, and annually thereafter, a fire department registration form provided by the state fire marshal.
- **Section 590.650 RSMo– Vehicle Stops Report**  
Pursuant to [section 590.650.3 RSMo](#), (1) every law enforcement agency shall compile the data described in subsection 2 for the calendar year into a report to the attorney general and (2) each law enforcement agency shall submit the report to the attorney general no later than March first of the following calendar year.

**NOTE: It is the responsibility of the applicant to verify the submission of this report with the Attorney General's Office prior to submitting an application. Failure to submit the Racial**

**Profiling Report will result in the automatic denial of the application. A copy of such report does not need to be submitted with the application.**

- **Section 590.700 RSMo – Written Policy on Recording of Custodial Interrogations**  
Pursuant to section 590.700.4 RSMo, each law enforcement agency shall adopt a written policy to record custodial interrogations of persons suspected of committing or attempting to commit felony crimes as outlined in subsection 2 of this section and shall certify adoption of such policy when applying for any grants administered by the Department of Public Safety.

**NOTE: It is the responsibility of the applicant to ensure the prescribed written policy is in place prior to submitting an application.**

- **Section 43.544 RSMo – Written Policy on Forwarding Intoxication-Related Traffic Offenses**  
Pursuant to section 43.544.1 RSMo, each law enforcement agency shall adopt a policy requiring arrest information for all intoxication-related traffic offenses be forwarded to the central repository as required by section 43.503 RSMo and shall certify adoption of such policy when applying for any grants administered by the Department of Public Safety.

**NOTE: It is the responsibility of the applicant to ensure the prescribed written policy is in place prior to submitting an application.**

- **Section 590.1265 RSMo – Police Use of Force Transparency Act of 2021**  
Use of force incidents reporting standards and procedures, publication of report data, analysis report. Each law enforcement agency shall certify compliance with section 590.1265 RSMo when applying for any grants administered by the Department of Public Safety. *For purposes of grant eligibility, law enforcement agencies will be considered non-compliant if they have not submitted Use of Force reports for three or months in the prior twelve month period.*
- **Section 43.505 RSMo – National Incident-Based Reporting System (NIBRS) formerly Uniform Crime reporting (UCR)**  
Pursuant to section 43.505 RSMo Uniform Crime Reporting system – duties of department – violations, penalty: Each law enforcement agency is required to submit crime incident reports to the department of public safety on forms or in the format prescribed by the department and submit any other crime incident information which may be required by the Department of Public Safety. ***Agencies that are not compliant at the time of application will only be eligible for grant funds to assist the agency to become compliant. For purposes of grant eligibility, law enforcement agencies will be considered non-compliant if they have not submitted MIBRS reports for three or more months in the prior twelve month period..***

**NOTE: Show Me Crime Reporting provides a no cost option for agencies to comply with Section 43.505 RSMo. Agencies that are not currently compliant with Section 43.505 RSMo will not be eligible to apply until they have registered with Show Me Crime Reporting and have begun submitting MIBRS reports.**

**<https://showmecrime.mo.gov/CrimeReporting/MIBRSRegistration.html>**

- **Section 590.030 RSMo – Rap Back Program Participation**  
Pursuant to section 590.030 RSMo, all law enforcement agencies shall enroll in the state and federal Rap Back programs on or before January 1, 2022 and continue to remain enrolled. The law enforcement agency shall take all necessary steps to maintain officer enrollment for all officers commissioned with that agency in the Rap Back programs. An officer shall submit to being

fingerprinted at any law enforcement agency upon commissioning and for as long as the officer is commissioned with that agency. Each law enforcement agency shall certify compliance with [section 590.030 RSMo](#) when accepting any grants administered by the Department of Public Safety.

## Ineligible Applicants

Entities located within the geographical boundaries of the St. Louis Urban Area Security Initiative (UASI), which includes the Missouri counties of Franklin, Jefferson, St. Charles, St. Louis and St. Louis City are **NOT** eligible applicants. For information regarding the application process in these counties, please contact the East-West Gateway Council of Governments <https://www.ewgateway.org> or (314) 421-4220.

Entities located within the geographical boundaries of the Kansas City Urban Area Security Initiative (UASI), which includes the Missouri counties of Jackson, Cass, Platte, Clay, and Ray are **NOT** eligible applicants. For information regarding the application process in these counties, please contact Mid-America Regional Council (MARC) at <http://www.marc.org> or (816) 474-4240.

## Other Eligibility Criteria:

### National Incident Management System (NIMS) Implementation

Prior to allocation of any federal preparedness awards, subrecipients must ensure and maintain adoption and implementation of NIMS. The list of objectives used for progress and achievement reporting is on FEMA's website at <https://www.fema.gov/emergency-managers/nims/implementation-training>.

Please see the [Preparedness Grants Manual](#) for more information on NIMS.

### Emergency Management Assistance Compact (EMAC) Membership

In support of the National Preparedness Goal (the Goal), SHSP subrecipients must belong to, be in, or act as a temporary member of EMAC, except for American Samoa and the Commonwealth of the Northern Mariana Islands, which are not required to belong to EMAC at this time. All assets supported in part or entirely with FY 2023 SHSP funding must be readily deployable and NIMS-typed when possible to support emergency or disaster operations per existing EMAC agreements. In addition, funding may be used for the sustainment of core capabilities that, while they may not be physically deployable, support national response capabilities, such as Geographic/Geospatial Information Systems (GIS), interoperable communications systems, capabilities as defined under the Mitigation Mission Area of the Goal, and fusion centers.

## Application and Submission Information

### 1. Key Dates and Times

**a. Application Start Date:** April 7, 2023

**b. Application Submission Deadline:** May 12, 2023, 5:00 p.m. CST

### 2. Agreeing to Terms and Conditions of the Award

By submitting an application, applicants agree to comply with the requirements of this NOFO and the terms and conditions of the award, should they receive an award.

Applications will only be accepted through the Missouri Department of Public Safety (DPS) online WebGrants System. <https://dpsgrants.dps.mo.gov/index.do>

An application workshop with instructions on how to apply through the WebGrants System will be available on the DPS website, at the following link under Grant Applications and Forms, FY 2023 State Homeland Security Program (SHSP): <https://dps.mo.gov/dir/programs/ohs/grantstraining/>

As part of the FY 2023 SHSP application, each eligible applicant must complete all application forms and provide all required documents:

- 1. Contact Information Form**
- 2. SHSP Project Package**
- 3. Interoperable Communications Form**
- 4. Budget**
- 5. Named Attachments**
  - a. Audit/Financial Statement (REQUIRED)**
  - b. Quote or Cost Basis**
  - c. Training Request Form**
  - d. Other Supporting Documentation (up to 5 attachments)**

Each application must only include one project, and all requested funding in the application must be directly associated to that specific project.

## **SHSP Funding Guidelines**

Subrecipients must comply with all the requirements in 2 C.F.R. Part 200 (*Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards*). Funding guidelines established within this section support the four mission areas—Prevention, Protection, Mitigation, and Response—and associated core capabilities within the Goal. Allowable investments made in support of national priorities, as well as other capability-enhancing projects must have a nexus to terrorism preparedness and fall into the categories of planning, organization, exercises, training, or equipment, aligned to building capability, closing capability gaps, and/or sustaining capabilities as identified in the State THIRA/SPR.

## **Multiple Purpose or Dual-Use of Funds**

For SHSP, many activities that support the achievement of core capabilities related to the national priorities and terrorism preparedness may simultaneously support enhanced preparedness for other hazards unrelated to acts of terrorism. However, all SHSP funded projects must assist subrecipients in achieving core capabilities related to preventing, preparing for, protecting against, or responding to acts of terrorism per section 2008(c) of the *Homeland Security Act of 2002* (6 U.S.C. § 609(c)).



## Funding Restrictions and Allowable Costs:

All costs charged to awards covered by this NOFO must comply with the Uniform Administrative Requirements, Cost Principles, and Audit Requirements at 2 C.F.R. Part 200, unless otherwise indicated in the NOFO, the terms and conditions of the award, or the [Preparedness Grants Manual](#). This includes, among other requirements that costs must be incurred, and products and services must be delivered, within the period of performance of the award. *See* 2 C.F.R. § 200.403(h) (referring to budget periods, which for FEMA awards under this program is the same as the period of performance).

Federal funds made available through this award may be used for the purpose set forth in this NOFO, the [Preparedness Grants Manual](#), and the terms and conditions of the award and must be consistent with the statutory authority for the award. Award funds may not be used for matching funds for any other federal awards, lobbying, or intervention in federal regulatory or adjudicatory proceedings. In addition, federal funds may not be used to sue the Federal Government or any other government entity. See the [Preparedness Grants Manual](#) for more information on funding restrictions and allowable costs.

### 1. Prohibitions on Expending FEMA Award Funds for Covered Telecommunications Equipment or Services

Recipients and subrecipients of FEMA federal financial assistance are subject to the prohibitions described in section 889 of the [John S. McCain National Defense Authorization Act for Fiscal Year 2019 \(FY 2019 NDAA\)](#), Pub. L. No. 115-232 (2018) and 2 C.F.R. §§ 200.216, 200.327, 200.471, and Appendix II to 2 C.F.R. Part 200. Beginning August 13, 2020, the statute – as it applies to FEMA recipients, subrecipients, and their contractors and subcontractors – prohibits obligating or expending federal award funds on certain telecommunications and video surveillance products and contracting with certain entities for national security reasons.

Guidance is available at [Prohibitions on Expending FEMA Award Funds for Covered Telecommunications Equipment or Services \(Interim\) FEMA Policy #405-143-1](#), or superseding document.

Additional guidance is available at [Contract Provisions Guide: Navigating Appendix II to Part 200 – Contract Provisions for Non-Federal Entity Contracts Under Federal Awards \(fema.gov\)](#).

**Effective August 13, 2020**, FEMA recipients and subrecipients **may not** use any FEMA funds under open or new awards to:

- a. Procure or obtain any equipment, system, or service that uses covered telecommunications equipment or services as a substantial or essential component of any system, or as critical technology of any system;
- b. Enter into, extend, or renew a contract to procure or obtain any equipment, system, or service that uses covered telecommunications equipment or services as a substantial or essential component of any system, or as critical technology of any system; or
- c. Enter into, extend, or renew contracts with entities that use covered telecommunications equipment or services as a substantial or essential component of any system, or as critical technology as part of any system.



## I. Replacement Equipment and Services

FEMA grant funding may be permitted to procure replacement equipment and services impacted by this prohibition, provided the costs are otherwise consistent with the requirements of the NOFO and the [Preparedness Grants Manual](#).

## II. Definitions

Per section 889(f)(2)-(3) of the FY 2019 NDAA and 2 C.F.R. § 200.216, covered telecommunications equipment or services means:

- i. Telecommunications equipment produced by Huawei Technologies Company or ZTE Corporation, (or any subsidiary or affiliate of such entities);
- ii. For the purpose of public safety, security of Government facilities, physical security surveillance of critical infrastructure, and other national security purposes, video surveillance and telecommunications equipment produced by Hytera Communications Corporation, Hangzhou Hikvision Digital Technology Company, or Dahua Technology Company (or any subsidiary or affiliate of such entities);
- iii. Telecommunications or video surveillance services provided by such entities or using such equipment; or
- iv. Telecommunications or video surveillance equipment or services produced or provided by an entity that the Secretary of Defense, in consultation with the Director of National Intelligence or the Director of the Federal Bureau of Investigation, reasonably believes to be an entity owned or controlled by, or otherwise connected to, the People's Republic of China.

Examples of the types of products covered by this prohibition include phones, internet, video surveillance, and cloud servers when produced, provided, or used by the entities listed in the definition of “covered telecommunications equipment or services.” See 2 C.F.R. § 200.471.

### 2. Planning

SHSP funds may be used for a range of emergency preparedness and management planning activities such as those associated with the development, review, and revision of the THIRA, SPR, continuity of operations plans, and other planning activities that support the Goal and placing an emphasis on updating and maintaining a current Emergency Operations Plan (EOP) that conforms to the guidelines outlined in [Comprehensive Preparedness Guide \(CPG\) 101 v2](#). Planning efforts can also include conducting risk and resilience assessments on increasingly connected cyber and physical systems, on which security depends, using the [Infrastructure Resilience Planning Framework](#) and related Cybersecurity and Infrastructure Security Agency (CISA) resources.

Please see the [Preparedness Grants Manual](#) for additional information on planning costs.

### 3. Organization

Applicants must justify proposed expenditures of SHSP funds to support organization activities within their application submission. Organizational activities include:

- Program management
- Development of whole community partnerships, through groups such as Citizen Corp Councils
- Structures and mechanisms for information sharing between the public and private sector

- Implementing models, programs, and workforce enhancement initiatives to address ideologically inspired radicalization to violence in the homeland
- Tools, resources, and activities that facilitate shared situational awareness between the public and private sectors
- Operational Support
- Utilization of standardized resource management concepts such as typing, inventorying, organizing, and tracking to facilitate the dispatch, deployment, and recovery of resources before, during, and after an incident
- Responding to an increase in the threat level under the National Terrorism Advisory System (NTAS) or needs resulting from a National Special Security Event
- Paying salaries and benefits for personnel to serve as qualified Intelligence Analysts. Per the *Personnel Reimbursement for Intelligence Cooperation and Enhancement of Homeland Security Act (PRICE Act)*, Pub. L. No. 110-412, § 2, codified in relevant part, as amended, at 6 U.S.C. § 609(a), SHSP funds may be used to hire new staff and/or contractor positions to serve as intelligence analysts to enable information/intelligence sharing capabilities, as well as support existing intelligence analysts previously covered by SHSP funding. *See* 6 U.S.C. § 609(a). To be hired as an intelligence analyst, staff and/or contractor personnel must meet at least one of the following criteria:
  - Complete training to ensure baseline proficiency in intelligence analysis and production within six months of being hired; and/or,
  - Previously served as an intelligence analyst for a minimum of two years either in a federal intelligence agency, the military, or state and/or local law enforcement intelligence unit.
- All fusion center analytical personnel must demonstrate qualifications that meet or exceed competencies identified in the Common Competencies for state, local, and tribal intelligence analysts, which outlines the minimum categories of training needed for intelligence analysts. A certificate of completion of such training must be on file with the OHS and must be made available to the recipient's respective FEMA HQ Program Analyst upon request.
- Migrating online services to the ".gov" internet domain.

Please see the [Preparedness Grants Manual](#) for additional information on organization costs.

#### 4. Equipment

The 21 allowable prevention, protection, mitigation, and response equipment categories for SHSP are listed on the [Authorized Equipment List](#) (AEL). Some equipment items require prior approval from FEMA/OHS before obligation or purchase of the items. Please reference the grant notes for each equipment item to ensure prior approval is not required or to ensure prior approval is obtained if necessary.

Unless otherwise stated, all equipment must meet all mandatory regulatory and/or FEMA/OHS-adopted standards to be eligible for purchase using these funds. In addition, subrecipients will be responsible for obtaining and maintaining all necessary certifications and licenses for the requested equipment. Investments in emergency communications systems and equipment must meet applicable [SAFECOM Guidance](#). Such investments must be coordinated with the SWIC and the State Interoperability Governing Body (SIGB) to ensure interoperability and long-term compatibility.

Some allowable equipment items have specific requirements to be eligible for funding. Those with specific requirements are listed below. **Please note, the items listed below are not the only eligible equipment items.**

- Interoperability Equipment (Portables/Handhelds, Mobiles, Repeaters, Base Stations, etc.)

All interoperable communications equipment must meet the Missouri Department of Public Safety, Office of the Director Criminal Justice/Law Enforcement (CJ/LE) Unit, Office of Homeland Security (OHS) [Radio Interoperability Guidelines](#). The Missouri Interoperability Center (MIC) will review all communications equipment applications to ensure they comply with the [Radio Interoperability Guidelines](#). **Applications that do not meet these guidelines will not be eligible for funding.**

**NOTE: Agencies seeking any type of radio or radio-related accessory are encouraged to contact the Missouri Interoperability Center by phone at (573) 522-1714, (855) 466-7946 or by email at [moswin.sysadmin@dps.mo.gov](mailto:moswin.sysadmin@dps.mo.gov) to ensure compliance with the Radio Interoperability Guidelines and the appropriate communication devices are purchased for the department's needs. The Missouri Interoperability Center staff can also provide helpful information regarding the department's ability to access the MOSWIN and how to articulate such within the grant application.**

- Mobile Data Terminals (MDTs) / Mobile Data Computers (MDCs) Requirements

Agencies seeking funding for mobile data terminals should research the type of computer being requested. The Missouri Department of Public Safety is aware that non-ruggedized laptops and tablets are typically not durable enough for road patrol purposes and therefore not the best use of funds.

- Body-Worn Cameras

Agencies seeking funding for Body-Worn Cameras (BWCs) must have policies and procedures in place related to equipment usage, data storage and access, privacy considerations, and training. Subrecipients of funding for Body-Worn Cameras must supply the Missouri Department of Public Safety with a copy of such policy(s) and procedure(s) at the time of claim submission.

- Body Armor

Funds may be used to purchase body armor at any threat level designation, make, or model from any distributor or manufacturer, as long as the body armor has been tested and found to comply with the latest applicable National Institute of Justice (NIJ) ballistic or stab standards, which can be found online at <https://www.nij.gov/topics/technology/body-armor/Pages/standards.aspx>.

Body armor or armor vests must also be “uniquely fitted vests” which means protective (ballistic or stab-resistant) armor vests that conform to the individual wearer to provide the best possible fit and coverage, through a combination of:

- (1) Correctly sized panels and carrier, determined through appropriate measurement and
- (2) Properly adjusted straps, harnesses, fasteners, flaps, or other adjustable features.

The requirement that body armor be “uniquely fitted” does not require body armor that is individually manufactured based on the measurements of an individual wearer.

In addition, body armor purchased must be made in the United States.

Agencies seeking funding for body armor are required to have a written “mandatory wear” policy in effect. There are no requirements regarding the nature of the policy other than it being a mandatory wear policy for all uniformed officers while on duty. Subrecipients of funding for body armor must supply the Missouri Department of Public Safety with a copy of such policy at the time of claim submission.

- License Plate Readers

Agencies purchasing license plate reader (LPR) equipment and technology with grant funds administered by the Missouri Department of Public Safety, must adhere to the following requirements:

- a. LPR vendors chosen by an agency must have an MOU on file with the MSHP Central Vendor File as developed and prescribed by the Missouri Department of Public Safety pursuant to 11 CSR 30-17.
- b. Prior to purchasing LPR services, the agency should verify the vendor’s MOU status with the MSHP CJIS Division by emailing [mshphelpdesk@mshp.dps.mo.gov](mailto:mshphelpdesk@mshp.dps.mo.gov).
- c. Share LPR data through the MoDEX process with statewide sharing platforms (i.e., MULES).
- d. Enable LPR data sharing with other Missouri Law Enforcement agencies and enforcement support entities within the selected vendor’s software. Examples include, but are not limited to fusion centers, drug task forces, special investigations units, etc.
- e. Connect to the Missouri State Highway Patrol’s Automated License Plate Reader (ALPR) File Transfer Protocol Access Program. This program provides the information necessary to provide a NCIC and/or MULES hit when used in conjunction with a License Plate Reader (LPR) device. An MOU must be on file with the Access Integrity Unit (AIU) for the vendor and the law enforcement agency and a registration process must be completed.
- f. Agency shall have a license plate reader policy and operation guideline prior to the implementation of LPRs. Reimbursements will not be made on the project until the policy has been provided to the Missouri Department of Public Safety.
- g. If LPR will be installed on Missouri Department of Transportation right-of-way(s) agency must request installation through the Missouri Department of Public Safety. Once approved, agency must adhere to the Missouri Department of Transportation’s guidelines regarding installation of LPR’s on Missouri Department of Transportation right-of-way(s).

- Turnout Gear

Agencies seeking funding for turnout gear must have a policy to document cleaning and maintenance processes and procedures for turnout gear. Subrecipients of funding for turnout gear must supply the Missouri Department of Public Safety with a copy of such policy(s) and procedure(s) at the time of claim submission.

Please see the [Preparedness Grants Manual](#) for more information on equipment costs.

## General Purpose Equipment

SHSP allows expenditures on general purpose equipment if it aligns to and supports one or more core capabilities identified in the Goal and has a nexus to terrorism preparedness. General purpose equipment, like all equipment funded under the SHSP must be shareable through EMAC and allowable under 6 U.S.C. § 609, and any other applicable provision of the Homeland Security Act of 2002, as amended. Examples of such general-purpose equipment may include:

- Emergency medical services (EMS) equipment and vehicles
- Fire service equipment and vehicles, to include hose, pump accessories, and foam concentrate for specialized chemical/biological/radiological/nuclear/explosive (CBRNE) response
- Interoperability of data systems, such as computer aided dispatch (CAD) and record management systems (RMS)
- Office equipment for staff engaged in homeland security program activity

## Controlled Equipment

For decades, the federal government has provided equipment to state, local, and tribal law enforcement agencies (LEAs) through federal grants. Some federal grant programs have assisted LEAs as they carry out critical missions to keep the American people safe. The equipment acquired by LEAs through these programs includes administrative equipment, such as office furniture and computers. Some federal grant programs also may include military and military-styled equipment, firearms, and tactical vehicles provided by the government, including property covered under 22 C.F.R. Part 121 and 15 C.F.R. Part 774 (collectively, “controlled equipment”).

However, not all equipment that is considered controlled equipment is allowable under the SHSP. As noted in Section B of [FEMA Policy 207-22-0002, Prohibited or Controlled Equipment Under FEMA Awards](#), certain equipment is “prohibited” and is not allowable under SHSP. Grant funds under this program may not be used for the purchase of equipment not approved by DHS/FEMA. For example, the purchase of tracked armored vehicles, camouflage uniforms, weapons, and weapons accessories, including ammunition, is generally not allowed with SHSP funds.

For some controlled equipment that is allowable under the SHSP, additional documentation, justifications, reviews, and approvals are required, including but not limited to proof of policies and procedures to safeguard individuals’ privacy, civil rights, and civil liberties.

## Requirements for Small Unmanned Aircraft System

All requests to purchase Small Unmanned Aircraft Systems (sUAS) with FEMA grant funding must comply with [FEMA Policy 207-22-0002, Prohibited or Controlled Equipment Under FEMA Awards](#), and also include a description of the policies and procedures in place to safeguard individuals’ privacy, civil rights, and civil liberties of the jurisdiction that will purchase, take title to or otherwise use the sUAS equipment. sUAS policies are not required at the time of application but must be received and approved by FEMA/OHS prior to obligating SHSP funds. All grant-funded procurements must be executed in a manner compliant with federal procurement standards at 2 C.F.R. §§ 200.317 – 200.327. For subrecipients that use SHSP funds for sUAS, FEMA advises that there is a general privacy concern related to the use of the equipment if the data the devices collect is transmitted to servers not under the control of the operator. It has been reported that some manufacturers of sUAS encrypt data and send that data to servers outside the United States. The U.S.

Department of Homeland Security's Privacy Office suggests the subrecipient fully explore data transmission and storage issues with vendors to reduce the possibility of data breaches.

Additionally, the Joint Explanatory Statement (JES) accompanying the FY 2023 DHS Appropriations Act further requires subrecipients to certify they have reviewed the [Industry Alert on Chinese Manufactured Unmanned Aircraft Systems](#), and completed a risk assessment that considers the proposed use of foreign-made sUAS to ascertain potential risks (e.g., privacy, data breaches, cybersecurity, etc.) related to foreign-made versus domestic sUAS.

### **Acquisition and Use of Technology to Mitigate UAS (Counter-UAS)**

In August 2020, FEMA was alerted of an advisory guidance document issued by DHS, the Department of Justice, the Federal Aviation Administration, and the Federal Communications Commission: [Interagency Legal Advisory on UAS Detection and Mitigation Technologies](#). The purpose of the advisory guidance document is to help non-federal public and private entities better understand the federal laws and regulations that may apply to the use of capabilities to detect and mitigate threats posed by UAS operations (i.e., Counter-UAS or C-UAS).

The Departments and Agencies issuing the advisory guidance document, and FEMA, do not have the authority to approve non-federal public or private use of UAS detection or mitigation capabilities, nor do they conduct legal reviews of commercially available product compliance with those laws. The advisory does not address state and local laws nor potential civil liability, which UAS detection and mitigation capabilities may also implicate.

It is strongly recommended that, prior to the testing, acquisition, installation, or use of UAS detection and/or mitigation systems, entities seek the advice of counsel experienced with both federal and state criminal, surveillance, and communications laws. Entities should conduct their own legal and technical analysis of each UAS detection and/or mitigation system and should not rely solely on vendors' representations of the systems' legality or functionality. Please also see the DHS press release on this topic for further information: <https://www.dhs.gov/news/2020/08/17/interagency-issues-advisory-use-technology-detect-and-mitigate-unmanned-aircraft>.

## **5. Training**

Allowable training-related costs under SHSP include the establishment, support, conduct, and attendance of training specifically identified under the SHSP program and/or in conjunction with emergency preparedness training by other federal agencies (e.g., HHS and Department of Transportation). Training conducted using SHSP funds should address a performance gap identified through an Integrated Preparedness Plan (IPP) or other assessments (e.g., National Emergency Communications Plan [NECP] Goal Assessments) and contribute to building a capability that will be evaluated through a formal exercise. Any training or training gaps, including training related to under-represented diverse populations that may be more impacted by disasters, including children, seniors, individuals with disabilities or access and functional needs, individuals with diverse culture and language use, individuals with lower economic capacity and other underserved populations, should be identified in an IPP and addressed in the state or high-risk urban area training cycle. Emergency preparedness training related to those training gaps, including related to under-represented, diverse populations that may be more impacted by disasters, is allowable. Subrecipients are encouraged to use existing training rather than developing new courses. When developing new courses, subrecipients are encouraged to apply the Analyze, Design, Develop, Implement, and Evaluate (ADDIE) model of instructional design.



Subrecipients are also encouraged to utilize FEMA's National Preparedness Course Catalog. Trainings include programs or courses developed for and delivered by institutions and organizations funded by FEMA. This includes the Center for Domestic Preparedness (CDP), the Emergency Management Institute (EMI), and FEMA's Training Partner Programs, including the Continuing Training Grants (CTG), the National Domestic Preparedness Consortium (NDPC), the Rural Domestic Preparedness Consortium (RDPC), and other partners.

The catalog features a wide range of course topics in multiple delivery modes to meet FEMA's mission scope as well as the increasing training needs of federal, state, local, territorial, and tribal audiences. The catalog can be accessed at <http://www.firstrespondertraining.gov/>.

Some training activities require Environmental and Historic Preservation (EHP) Review, including exercises, drills or trainings that require any type of land, water, or vegetation disturbance or building of temporary structures or that are not located at facilities designed to conduct training and exercises. Additional information on training requirements and EHP review can be found online at <https://www.fema.gov/grants/guidance-tools/environmental-historic>.

Please see the [Preparedness Grants Manual](#) for more information on training costs.

## 6. Exercises

Exercises conducted with grant funding should be managed and conducted consistent with Homeland Security Exercise and Evaluation Program (HSEEP). HSEEP guidance for exercise design, development, conduct, evaluation, and improvement planning is located at <https://www.fema.gov/emergency-managers/national-preparedness/exercises/hseep>.

Some exercise activities require EHP review, including exercises, drills or trainings that require any type of land, water, or vegetation disturbance or building of temporary structures or that are not located at facilities designed to conduct training and exercises. Additional information on training requirements and EHP review can be found online at <https://www.fema.gov/grants/guidance-tools/environmental-historic>

Please see the [Preparedness Grants Manual](#) for more information on exercise costs.

## 7. Travel

Domestic travel costs are allowed under this program, as provided for in this NOFO and in the [Preparedness Grants Manual](#). International travel is not an allowable cost under this program unless approved in advance by DHS/FEMA/OHS.

## 8. Maintenance and Sustainment

Preparedness grant funds may be used to purchase maintenance contracts or agreements, warranty coverage, licenses and user fees. These contracts may exceed the period of performance if they are purchased incidental to the original purchase of the system or equipment as long as the original purchase of the system or equipment is consistent with that which is typically provided for, or available through, these types of agreements, warranties, or contracts. When purchasing a stand-alone warranty or extending an existing maintenance contract on an already-owned piece of equipment system, coverage purchased may not exceed the period of performance of the award used to purchase

the maintenance agreement or warranty, and it may only cover equipment purchased with SHSP funds or for equipment dedicated for SHSP-related purposes. As with warranties and maintenance agreements, this extends to licenses and user fees as well.

The use of FEMA preparedness grant funds for maintenance contracts, warranties, repair or replacement costs, upgrades, and user fees are allowable under all active and future grant awards, unless otherwise noted. Except for maintenance plans or extended warranties purchased incidental to the original purchase of the equipment, the period covered by maintenance or warranty plan must not exceed the POP of the specific grant funds used to purchase the plan or warranty.

Grant funds are intended to support the Goal by funding projects that build and sustain the core capabilities necessary to prevent, protect against, mitigate the effects of, and respond to those threats that pose the greatest risk to the security of the Nation. In order to provide recipients the ability to meet this objective, the policy set forth in FEMA's [IB 379, Guidance to State Administrative Agencies to Expedite the Expenditure of Certain DHS/FEMA Grant Funding](#), initially for FY 2007-2011, allows for the expansion of eligible maintenance and sustainment costs which must be in (1) direct support of existing capabilities; (2) must be an otherwise allowable expenditure under the applicable grant program; (3) be tied to one of the core capabilities in the five mission areas contained within the Goal, and (4) shareable through the EMAC. Additionally, eligible costs may also be in support of equipment, training, and critical resources that have previously been purchased with either federal grant or any other source of funding other than FEMA preparedness grant program dollars.

Please see the [Preparedness Grants Manual](#) for more information on maintenance and sustainment costs.

## Unallowable Costs

- Per FEMA policy, the purchase of weapons and weapons accessories, including ammunition, is not allowed with SHSP funds.
- Grant funds may not be used for the purchase of equipment not approved by FEMA/OHS. Grant funds must comply with [FEMA Policy 207-22-0002, Prohibited or Controlled Equipment Under FEMA Awards](#) and may not be used for the purchase of the following equipment: firearms; ammunition; grenade launchers; bayonets; or weaponized aircraft, vessels, or vehicles of any kind with weapons installed.
- Unauthorized exercise-related costs include:
  - Reimbursement for the maintenance or wear and tear costs of general use vehicles (e.g., construction vehicles), medical supplies, and emergency response apparatus (e.g., fire trucks, ambulances).
  - Equipment that is purchased for permanent installation and/or use, beyond the scope of the conclusion of the exercise (e.g., electronic messaging sign).

## Administrative and National Policy Requirements

In addition to the requirements in this section and elsewhere in this NOFO, FEMA/OHS may place specific terms and conditions on individual awards in accordance with 2 C.F.R. Part 200.

In addition to the information regarding DHS Standard Terms and Conditions and Ensuring the Protection of Civil Rights, see the [Preparedness Grants Manual](#) for additional information on administrative and national policy requirements including the following:



- [Environmental Planning and Historic Preservation \(EHP\) Compliance](#)
- [FirstNet](#)
- [National Incident Management System \(NIMS\) Implementation](#)
- [SAFECOM Guidance on Emergency Communications Grants](#)

## DHS Standard Terms and Conditions

All successful applicants for DHS grant and cooperative agreements are required to comply with DHS Standards Terms and Conditions, which are available online at: [DHS Standard Terms and Conditions](#).

## Ensuring the Protection of Civil Rights

As the Nation works towards achieving the [National Preparedness Goal](#), it is important to continue to protect the civil rights of individuals. Subrecipients must carry out their programs and activities, including those related to the building, sustainment, and delivery of core capabilities, in a manner that respects and ensures the protection of civil rights for protected populations.

Federal civil rights statutes, such as Section 504 of the Rehabilitation Act of 1973 and Title VI of the Civil Rights Act of 1964, along with DHS and FEMA regulations, prohibit discrimination on the basis of race, color, national origin, sex, religion, age, disability, limited English proficiency, or economic status in connection with programs and activities receiving federal financial assistance from FEMA.

In accordance with civil rights laws and regulations, subrecipients must ensure the consistent and systematic fair, just, and impartial treatment of all individuals, including individuals who belong to underserved communities that have been denied such treatment.

## Environmental Planning and Historic Preservation (EHP) Compliance

Subrecipients proposing projects that have the potential to impact the environment, including, but not limited to, the construction of communication towers, modification or renovation of existing buildings, structures, and facilities, or new construction including replacement of facilities, must participate in the FEMA EHP review process. The EHP review process involves the submission of a detailed project description along with any supporting documentation requested by FEMA in order to determine whether the proposed project has the potential to impact environmental resources or historic properties.

In some cases, FEMA is also required to consult with other regulatory agencies and the public in order to complete the review process. Federal law requires EHP review to be completed before federal funds are released to carry out proposed projects. FEMA may not be able to fund projects that are not in compliance with applicable EHP laws, Executive Orders, regulations, and policies.

DHS and FEMA EHP policy is found in directives and instructions available on the [FEMA.gov EHP page](#), the FEMA website page that includes documents regarding EHP responsibilities and program requirements, including implementation of the National Environmental Policy Act and other EHP regulations and Executive Orders.

The GPD EHP screening is located at <https://www.fema.gov/media-library/assets/documents/90195>. Additionally, all subrecipients under this funding opportunity are required to comply with the [FEMA GPD EHP Policy Guidance, FEMA Policy #108-023-1](#).



**Contact Information:**

Additional information and resources can be located on the Missouri Department of Public Safety, Office of Homeland Security website: <https://dps.mo.gov/dir/programs/ohs/grantstraining/>

WebGrants System, application submission site: <https://dpsgrants.dps.mo.gov/index.do>

Office of Homeland Security:

Kristin Kayser  
Grants Specialist  
(573) 751-3438  
[Kristin.Kayser@dps.mo.gov](mailto:Kristin.Kayser@dps.mo.gov)

Chelsey Call  
Grants Supervisor  
(573) 526-9203  
[Chelsey.Call@dps.mo.gov](mailto:Chelsey.Call@dps.mo.gov)

Joni McCarter  
Program Manager  
(573) 526-9020  
[Joni.McCarter@dps.mo.gov](mailto:Joni.McCarter@dps.mo.gov)

Kelsey Saunders  
DPS Grants Support Specialist  
(573) 522-6125  
[Kelsey.Saunders@dps.mo.gov](mailto:Kelsey.Saunders@dps.mo.gov)

# City of Moberly

## City Council Agenda Summary

**Agenda Number:** \_\_\_\_\_  
**Department:** Police  
**Date:** April 17, 2023

**Agenda Item:** Request for road closure for 17<sup>th</sup> Annual Railroad Days

**Summary:** The Moberly Rotary Club, Altrusa Club, fraternal Order of Eagles and Knights of Columbus request approval to hold the 17<sup>th</sup> annual Railroad Days in downtown Moberly June 14<sup>h</sup> through June 17<sup>th</sup>. To accommodate carnival rides, staging and vendors booth spaces, they request the closure of Sturgeon Street from Coates to Rollins, the east half of the 100 block of W Reed, leaving the alley open. The parking lot adjacent to City Hall and the parking lot east of the 200 block of Sturgeon Street (across from City Hall) and the parking lot for Moberly Parks and Recreation in the 200 block of N Clark Street. Parking lot and road closures are requested to begin on Sunday June 11<sup>th</sup> and end on Sunday June 18<sup>th</sup>. Permission to hang banners on the Rollins and Morley Street railroad overpasses and for the Moberly Eagles to operate a beer garden in Depot Park is also requested.

**Recommended Action** Approve the request.

**Fund Name:**

**Account Number:**

**Available Budget \$:**

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



Mr. Brian Crane  
Moberly City Council  
101 W. Reed Street  
Moberly, MO 65270

April 11, 2023

Dear Brian and City Council Members,

The Moberly Rotary Club respectfully asks for approval to schedule the 17th Annual Moberly Railroad Days Festival for June 14 through June 17, 2023 in Downtown Moberly.

We would like to request permission to hang Railroad Days Banners on the Railroad overpass on Rollins Street as well as the overpass on Morley Streets beginning in early May.

We are also requesting that the following areas be blocked off to accommodate carnival rides, staging and vendor booth spaces beginning Sunday, June 11 and ending Sunday, June 18, 2023.

- Sturgeon Street from Coates to Rollins
- Reed Street (1/2 of 100 block) to Sturgeon – beginning east of the Bean
- All alley ways would remain open for emergency vehicle access.
- Parking areas across the street from and adjacent to City Hall and the Moberly Parks and Recreation Office.

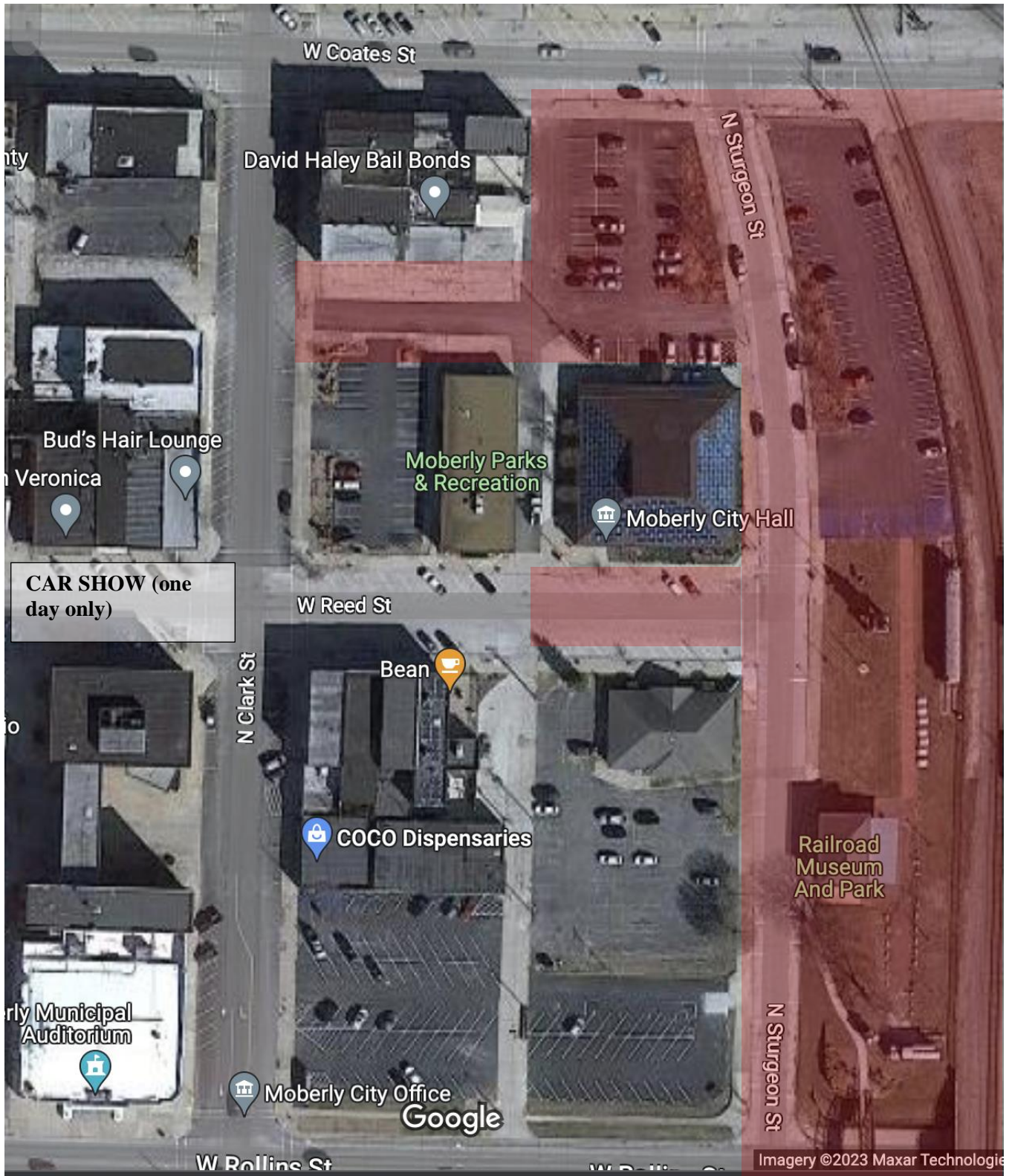
We are requesting permission to use the Fennel Event Center on Saturday, June 17, 2023 for a ticketed event. A headliner band is being scheduled in order to hopefully draw from surrounding communities to increase the overall attendance at Railroad Days. In addition, the event may include a car show so we request permission to temporarily block the 100-200 block of West Reed Street (only one day of the event, for a few hours).

We are also asking permission for the Moberly Eagles club to operate a beer garden in an enclosed area at Depot Park as well as at the Fennel for the Saturday evening event. This club carries a liquor license at their facility and has agreed to obtain the necessary documentation and permits needed to provide this service.

We hope to once again make this a successful, fun event while promoting the significance of the railroad in the history of Randolph County.

Kindest Regards,

Brian Sevits, Chairman  
Moberly Rotary Club Railroad Days Committee



# AGREEMENT FOR PROFESSIONAL SERVICES

CLIENT: **MOBERLY PARKS AND RECREATION**  
 c/o Troy Bock, MPA, CPRE  
 Director  
 200 N Clark Street  
 Moberly, MO 65270  
 660-269-8705

BILLING: **SAME AS CLIENT**

DATE: **APRIL 11, 2023**

PROJECT #:

## PROJECT INFORMATION:

### **ROTHWELL PARK BOAT RAMPS ENGINEERING SERVICES**

#### SCOPE OF SERVICES / FEE FOR SERVICES:

Allstate Consultants LLC, 3312 LeMone Industrial Blvd., Columbia, MO agrees to provide professional services related to the attached scope of services for the above-listed project. These services will be completed on a **Not-to-Exceed fee** basis. See attached Addendum A for our hourly rates and standard terms and conditions.

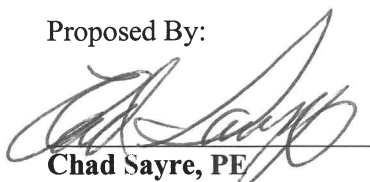
Allstate Consultants LLC will complete our services for a not-to-exceed fee of **TWENTY-FOUR THOUSAND AND SIX HUNDRED DOLLARS (\$24,600)**.

#### CONTRACT:

Acceptance of this agreement will serve as Allstate Consultants' notice to proceed and together with the standard terms and conditions attached hereto represent the formal contractual agreement. All fees associated with this project will be paid for by the client.

Proposed By:

Accepted By:

  
 Chad Sayre, PE  
 Allstate Consultants LLC

Signature

Date

Print Name / Title





**SCOPE OF SERVICES ADDENDUM**  
**ROTHWELL PARK BOAT RAMPS**

This Addendum describes the scope and schedule of work to be performed by Allstate Consultants in connection with **ROTHWELL PARK BOAT RAMPS ENGINEERING SERVICES** in **MOBERLY, MO** and this Addendum is incorporated by reference into the attached Agreement for Engineering Services. The anticipated scope of work includes the following:

The project includes construction documents for the construction of the following items:

Rothwell Park Lake:

1. Replace the existing boat ramp with a new concrete boat ramp (approximately 16'x60' with 4' shoulders).
2. Replace existing basketball court with a new concrete parking lot (approximately 76'x40')
3. Construct a new ADA parking pad near boat ramp (approximately 20'x20')
4. Construct a new concrete sidewalk between the new ADA parking pad and the existing boat dock (approximately 15'x5')

Water Works Lake:

1. Replace the existing boat ramp with a new concrete boat ramp (approximately 16'x40' with 4' shoulders)

The scope of work for these five items is divided into 3 phases and includes:

**Construction Documents Phase:**

- **Topographic Survey:** Allstate will prepare a topographic survey of the immediate area surrounding the proposed improvements.
- **Construction Plans:** Allstate will prepare Engineered Plans and Details for the construction of the proposed improvements.
- **Specifications:** Allstate will prepare specifications and a bid manual for the construction of the proposed improvements.
- **Permitting:** Allstate will prepare permitting documents required that is associated with projects that include federal funds. This includes preparing the USACE 404 permit application with supporting documentation, running an IPAC database review for federally listed species, running a Missouri Natural Heritage Database review for state listed species, submitting information for the state historic preservation office review, and submitting compliance certification documentation after the project is completed.
- **Pre-Bid Meeting:** Allstate will schedule and attend a pre-bid meeting.
- **Bidding Questions and Addendums:** Allstate will handle questions and prepare any necessary addendums during the bidding process.

**Bidding Services Phase:**

- **Bid Opening Meeting:** Allstate will schedule and conduct the bidding opening in Moberly.
- **Bid Evaluation:** Allstate will prepare a bid tab of all received bids, evaluate the bids for accuracy, and issue a recommendation of award to the city for the lowest qualified bidder.

**Construction Services Phase:**

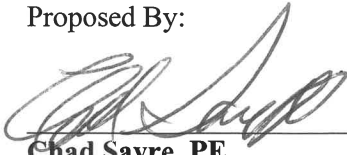
- **Submittals and Site Visits:** Allstate will review any required submittals and will visit the site during construction up to two times for construction related questions and progress review.
- **Construction Stakeout:** Allstate will stake the improvements one time on the city's behalf for the contractor. The specifications will be written so that any additional required staking will be the contractors responsibility (they may elect to hire Allstate if necessary.)
- **Concrete Testing:** Allstate will take up to five sets of 4 concrete cylinders with slump tests and air tests. This includes casting the cylinders during construction, returning to transport the cylinders the following day, 7 day and 28 day breaks, and reporting of the results.



This estimate does not include the following (if any of these items are required, a separate estimate can be provided):

- Significant permitting activities outside the described permitting services listed above.
- Permit fees
- Advertising fees.
- Compaction Testing
- Additional Staking
- Utility Design
- Retaining Wall Design

Proposed By:



Chad Sayre, PE  
Allstate Consultants LLC

Accepted By:

\_\_\_\_\_  
Signature

\_\_\_\_\_  
Date

\_\_\_\_\_  
Print Name / Title

**ADDENDUM A – STANDARD TERMS AND CONDITIONS**

**Scope of Service:** The Client (you) and the Consultant (Allstate Consultants LLC) have agreed to a list of services the Consultant will provide to the Client as set forth in this agreement. The Consultant shall provide Additional Services if requested or directed by the Client. Additional Services are not included as part of the Scope of Services and shall be paid for by the Client in addition to payment for the services included. Payment for Additional Services will be made by the Client on an Hourly Rate basis, in accordance with the Consultant's prevailing fee schedule, as provided below. Any services not set forth in this agreement are specifically excluded and Consultant assumes no responsibility for those services. Directing the Consultant to proceed with services is an acceptance of this proposal.

**Fee:** A **Fixed fee**, if stated, shall constitute the total compensation due.

A **Percentage fee**, if stated, shall be calculated on the basis of the total cost of the work designed and specified by the Consultant.

An **Estimated fee**, if stated, will be calculated on an hourly basis, and the estimate shall not be exceeded by more than twenty percent without written approval of the Client.

A **Not-To-Exceed fee**, if stated, will be calculated on an hourly basis, and will not be exceeded without prior written approval of the Client.

An **Hourly fee**, if stated, will be based on the actual hours expended on the project and will be calculated on an hourly basis.

**Hourly Rate:** Where the fee is to be calculated on an hourly basis, the rates shall be as follows:

PRINCIPAL .....	\$210.00
ENGINEER III .....	\$175.00
ENGINEER II .....	\$165.00
ENGINEER I .....	\$145.00
WATER QUALITY SCIENTIST III .....	\$165.00
WATER QUALITY SCIENTIST II .....	\$135.00
WATER QUALITY SCIENTIST I .....	\$90.00
PROJECT SCIENTIST III .....	\$160.00
INVESTIGATIVE ENGINEER III .....	\$260.00
INVESTIGATIVE ENGINEER II .....	\$230.00
INVESTIGATIVE ENGINEER I .....	\$200.00
TECHNICIAN VI/SURVEYOR III .....	\$155.00
TECHNICIAN V/SURVEYOR II .....	\$145.00
TECHNICIAN IV/SURVEYOR I/SENIOR PROJECT MANAGER .....	\$125.00
TECHNICIAN III/PROJECT MANAGER I .....	\$105.00
TECHNICIAN II .....	\$90.00
TECHNICIAN I .....	\$65.00
TECHNICIAN .....	\$45.00
CREW (1 MAN) .....	\$155.00
CREW (2 MEN) .....	\$190.00
CREW (3 MEN) .....	\$215.00
INVESTIGATOR IV .....	\$155.00
INVESTIGATOR III .....	\$140.00
INVESTIGATOR II .....	\$110.00
INVESTIGATOR I .....	\$90.00
DRILL RIG CREW (2 MEN) .....	\$173.00
DRILL RIG CREW WITH GROUTER (2MEN) .....	\$194.00
GPS RECEIVERS (PER UNIT) .....	\$190.00/day
TRAFFIC COUNTERS (PER UNIT) .....	\$215.00/day
ATV (PER UNIT) .....	\$155.00/day
MILEAGE .....	IRS Rate
EXPENSES (Lodging, Meals, Printing, Research, & etc.) .....	Actual Cost

**Annual Rate Increase:** Rates may be adjusted annually or periodically. Adjusted rates will be incorporated and billed into applicable agreements and contracts.

**Reimbursable Expenses:** The Client shall reimburse the Consultant for direct expenses incurred during performance of the service, including printing charges, taxes, mileage, public transportation cost, tolls, permit fees, equipment rentals, meals, lodging, and other miscellaneous expenses.

**Billing/Payments:** Statements for the Consultant's services shall typically be submitted on a monthly basis and at the completion of the project. Statements shall be due upon receipt and payable within 30 days after their date. Payments shall not be contingent upon any other payments to the Client by others. If not paid within 30 days, the Consultant may, without waiving any claim or right against the Client, and without liability whatsoever to the Client, terminate the performance of all services. Payments to the Consultant shall not be withheld, postponed or made contingent on the construction, completion or success of the project. No withholdings, deductions or offsets shall be made from the Consultant's compensation for any reason.

**Retainer:** A retainer or advance deposit may be required for the amount stated in this Agreement. If required, the Client shall pay the Consultants prior to our commencement of services. The client has agreed to pay our monthly invoices on a current basis and the retainer shall be applied to the outstanding balance upon the conclusion of our services or, at our option, to satisfy delinquent monthly statements. We reserve the right to request further reasonable deposits if the initial payment is used to satisfy prior invoices. Any unused portion of the deposit will be refunded at the conclusion of the services.

**Termination of Services:** The Agreement may be terminated by the Client or the Consultant after seven days written notice should the other fail to perform its obligation hereunder. In the event of termination, the Client shall pay the Consultant for all services rendered to the date of termination, all reimbursable expenses, and termination expenses.

**Access to Site:** Unless otherwise stated, the Consultant will have access to the site for activities necessary for the performance of the services. The Consultant will take precautions to minimize damage due to these activities but have not included in the fee the cost of restoration of any resulting damage.

**Code Compliance:** The Consultant shall exercise usual and customary professional care in its efforts to comply with applicable laws, codes and regulations in effect as of the date of this agreement. Design changes made necessary by newly enacted laws, codes and regulations after this date shall entitle the Consultant to a reasonable adjustment in the schedule and additional compensation in accordance with the Scope of Service provisions of this Agreement.

**Assignment:** Neither party to this Agreement shall transfer, sublet or assign any rights or duties under or interest in this Agreement, including but not limited to monies that are due or monies that may be due, without the prior written consent of the other party. Subcontracting to subconsultants, normally contemplated by the Consultant as a generally accepted business practice, shall not be considered an assignment for purposes of this Agreement.

**Certification/Guarantee & Warranty:** The Consultant shall not be required to sign any documents, no matter by whom requested, that would result in the Consultant's having to certify, guarantee or warrant the existence of conditions whose existence the Consultant cannot ascertain. The Client also agrees not to make resolution of any dispute with the Consultant or payment of any amount due to the Consultant in any way contingent upon the Consultant's signing any such certification.

**Consequential Damages:** Notwithstanding any other provision of this Agreement, and to the fullest extent permitted by law, neither the Client nor the Consultant, 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.

**Construction Observation:** The Consultant may visit the site at intervals appropriate to the stage of construction, or as otherwise agreed to in writing by the Client and the Consultant, in order to observe the progress and quality of the Work completed by the Contractor. The Consultant shall not supervise, direct or have control over the Contractor's work nor have any responsibility for the construction means, methods, techniques, sequences or procedures selected by the Contractor nor for the Contractor's safety precautions or programs in connection with the Work.

**Dispute Resolution:** In an effort to resolve any conflicts that arise during the design and construction of the Project or following the completion of the Project, the Client and the Consultant agree that all disputes between them arising out of or relating to this Agreement or the Project shall be submitted to nonbinding mediation. If the dispute or any issues remain unresolved after good faith mediation by both parties, the parties agree to attempt resolution by submitting the matter to a court of competent jurisdiction.

**Applicable Laws:** Unless otherwise specified, this agreement shall be governed by the laws of the State of Missouri.

**Presence of Hazardous Materials:** The Client agrees, notwithstanding any other provision of this Agreement, to the fullest extent permitted by law, to indemnify and hold harmless the Consultant, its officers, partners, employees and subconsultants (collectively, Consultant) from and against any and all claims, suits, demands, liabilities, losses, damages or costs, including reasonable attorneys' fees and defense costs arising out of or in any way connected with the detection, presence, handling, removal, abatement, or disposal of any asbestos or hazardous or toxic substances, products or materials that exist on, about or adjacent to the Project site, whether liability arises under breach of contract or warranty, tort, including negligence, strict liability or statutory liability, regulatory or any other cause of action, except for the sole negligence or willful misconduct of the Consultant.

**Information Provided by Others:** The Client shall furnish, at the Client's expense, all information, requirements, reports, data, surveys, existing plans/specifications, existing geotechnical reports, and instructions required by this Agreement. The Consultant may use such information in performing its services and is entitled to rely upon the accuracy and completeness thereof. The Consultant shall not be held responsible for any errors or omissions that may arise as a result of erroneous or incomplete information provided by the Client and/or the Client's consultants and contractors.

**Limitation of Liability:** In recognition of the relative risks and benefits of the Project to both the Client and the Consultant, the risks have been allocated such that the Client agrees, to the fullest extent permitted by law, to limit the liability of the Consultant and Consultants officers, directors, partners, employees, shareholders, owners and subconsultants for any and all claims, losses, costs, damages of any nature whatsoever or claims expenses from any cause or causes, including attorneys' fees and costs and expert-witness fees and costs, so that the total aggregate liability of the Consultant and Consultants officers, directors, partners, employees, shareholders, owners and subconsultants shall not exceed \$100,000.00, or the Consultant's total fee for services rendered on this Project, whichever is greater. 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.

**Standard of Care:** In providing services under this Agreement, the Consultant shall perform in a manner consistent with that degree of care and skill ordinarily exercised by members of the same profession currently practicing under similar circumstances at the same time and in the same or similar locality. The Consultant makes no warranty, either express or implied, as to the professional services rendered under this Agreement.

**Ownership of Instruments of Service:** The Client acknowledges the Consultant's construction documents, including electronic files, as the work papers of the Consultant and the Consultant's instruments of professional service. Nevertheless, upon completion of the services and payment in full of all monies due to the Consultant, the Client shall receive ownership of the final construction documents prepared under this Agreement. The Client shall not reuse or make any modification to the construction documents without the prior written authorization of the Consultant. The Client agrees, to the fullest extent permitted by law, to defend, indemnify and hold harmless the Consultant, its officers, directors, employees and subconsultants (collectively, Consultant) against any damages, liabilities or costs, including reasonable attorneys' fees and defense costs, arising from or allegedly arising from or in any way related to or connected with the unauthorized reuse or modification of the construction documents by the Client or any person or entity that acquires or obtains the construction documents from or through the Client without the written authorization of the Consultant.

**Timeliness of Performance:** The Client and Consultant are aware that many factors outside the Consultant's control may affect the time to complete the services to be provided under this Agreement. The Consultant will perform these services with reasonable diligence and expediency consistent with sound professional practices.

**Unauthorized Changes to Plans:** In the event the Client, the Client's contractors or subcontractors, or anyone for whom the Client is legally liable makes or permits to be made any changes to any reports, plans, specifications or other construction documents, including electronic files, prepared by the Consultant without obtaining the Consultant's prior written consent, the Client shall assume full responsibility for the results of such changes. Therefore the Client agrees to waive any claim against the Consultant and to release the Consultant from any liability arising directly or indirectly from such changes.

# City of Moberly

## City Council Agenda Summary

Agenda Number: WS #4.

Department: Parks & Recreation

Date: April 17, 2023

**Agenda Item:** Agreement for engineering relating to the Rothwell Boat Ramp Project

**Summary:** We requested qualifications from firms for engineering work for lakeshore improvements including new boat ramps at Water Works Lake and Rothwell Lake, a concrete path from the Rothwell Lake boat ramp to the existing boat dock, and boat trailer parking across the road from the Rothwell Lake boat ramp. One firm – Allstate – which has experience in lakeshore, reservoir, and related projects and is used heavily by Columbia Parks and Recreation. Though they were the only firm to submit, we scored them nonetheless and that scoring is attached. Their contract is not to exceed \$24,600. This is less than a proposal we rejected last fall which was approximately \$34,000.

The anticipated scope is set forth in the attached document from the Missouri Department of Conservation as well as the proposed amendment to the CAP agreement with Conservation. They will fund (reimbursed upon project completion) 50% of the project and engineering cost up to \$54,989 combined.

The majority of the engineering will occur in the current budget year with some falling into the next budget year. In the current budget year, this project and the Kiwanis Park engineering will use most of the allocated funds remaining and listed below.

### Recommended

**Action:** Move forward to the April 17, 2023 Council meeting.

**Fund Name:** MPRD Admin > Contracted Services

**Account Number:** 115.044.5406

**Available Budget \$:** \$115,349.09

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

Rothwell Park Boat Ramps - RFQ Scoring				
Specialized experience and technical competence related to lake front construction, boat access, accessibility.				
	Allstate			Notes
Troy	4			
Greg	5			
Leslie	4			
Average	4.333333	0	0	
Capacity and capability to perform the work in question including specialized services and within the timeline.				
	Allstate			Notes
Troy	5			
Greg	5			
Leslie	4			
Average	4.666667	0	0	
Past record of performance with respect to cost control, quality of work, and ability to meet schedule.				
	Allstate			Notes
Troy	4			
Greg	4			
Leslie	4			
Average	4	0	0	
Firm's Proximity to and familiarity with the area in which the project is located.				
	Allstate			Notes
Troy	4			
Greg	4			
Leslie	5			
Average	4.333333	0	0	
References from previous clients of related work.				
	Allstate			Notes
Troy	5			
Greg	5			
Leslie	5			
Average	5	0	0	
Experience with municipal projects involving state and federal funds and related requirements.				
	Allstate			Notes
Troy	5			
Greg	5			
Leslie	5			
Average	5	0	0	

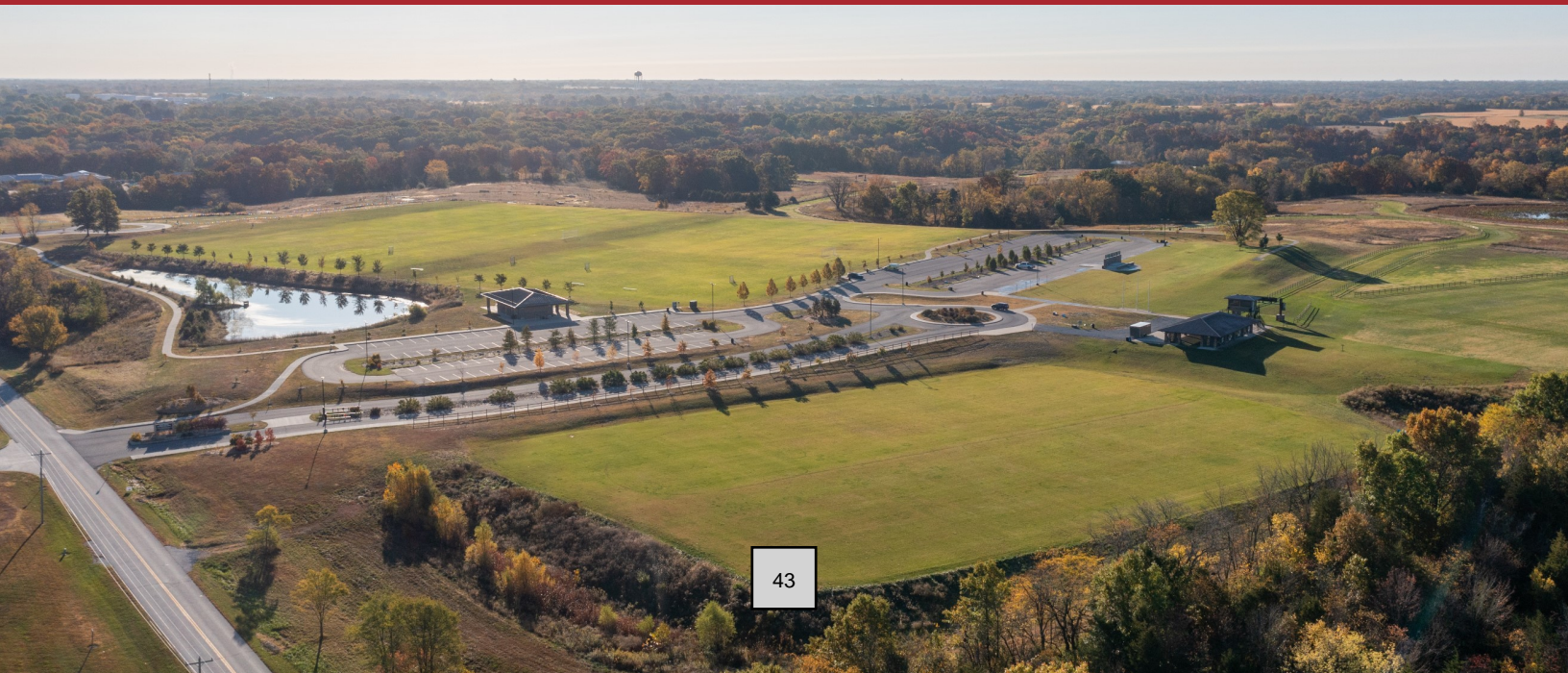
1. Non compliant (Bad answer)

2. Minimal compliance (Okay answer)
3. Partial compliance (Acceptable answer)
4. Mostly compliant (Good answer)
5. Fully compliant (Perfect answer)



# **ALLSTATE** CONSULTANTS

## **STATEMENT OF QUALIFICATIONS PROFESSIONAL ENGINEERING SERVICES CITY OF MOBERLY, MISSOURI**







- I. COMPANY OVERVIEW**
- II. SPECIALIZED EXPERIENCE**
- III. CAPACITY & CAPABILITY**
- IV. PERFORMANCE & SCHEDULE**
- V. FAMILIARITY**
- VI. KEY PERSONNEL**
- VII. PROJECTS & REFERENCES**

Allstate Consultants (Allstate) is a civil engineering consulting firm headquartered in Columbia, Missouri. Established in 1975, by Ron Shy, PE, Allstate has provided comprehensive surveying and engineering services for planning commissions, contractors, subdivisions, and developments. Today, Allstate remains locally owned and operated, working with municipalities and governmental entities, educational institutions, contractors, developers, architects and other clients.

Our clients and their projects directly benefit from our years of experience, breadth of knowledge, and depth of expertise. With more than forty five years in business, Allstate is committed to diversifying our services by hiring competent, hardworking individuals in the disciplines of engineering, planning, and surveying, including civil, structural, geotechnical, transportation, hydrologic and investigative engineering.

Our team includes licensed engineers and surveyors, drafting and field crew technicians, construction observation and testing personnel, forensic and investigative personnel and administrative office staff. Allstate has professionals with specialized experience, including:

- Owner's Engineer/Representative
- Wastewater Collection, Treatment
- Water Supply Treatment and Distribution
- Preliminary Engineering Reports
- Project Funding Assistance
- Land Use Design and Planning Support
- On Call Municipal Services/Project Compliance
- Roadways/Bridges
- Transportation Engineering
- Stormwater Engineering
- Flood Plain Management
- Public Water Supply
- Sewer Collection & Pumping
- Geotechnical Engineering/Geology
- Structural Engineering
- FAA Part 107 (Commercial Drone)
- Crash Reconstruction
- Fire Investigation
- LEED AP/Envision Sustainability
- Indoor Air Quality
- Construction Observation/Administration/Materials Testing

Construction services staff are certified by the American Concrete Institute (ACI) for concrete testing and are also licensed by the Nuclear Regulatory Commission (NRC) to own and operate soil testing equipment. In addition, Allstate's geotechnical laboratory in the Columbia office is capable of performing an extensive variety of geotechnical materials testing. Our firm has professional engineers licensed in the states of Arkansas, Idaho, Illinois, Iowa, Kansas, Kentucky, Missouri, Nebraska, Oklahoma and Virginia. We also have Land Surveyors licensed in Missouri.



### Columbia

3312 LeMone Industrial Blvd.  
Columbia, MO 65201  
(573) 875-8799



### Marceline

30601 Highway 5  
Marceline, MO 64658  
(660) 376-2941



### Lee's Summit

410 SE 3rd Street, Suite 103C  
Lee's Summit, MO 64063  
(816) 895-2310

[www.allstateconsultants.net](http://www.allstateconsultants.net)



*Gans Creek Soccer Fields - Columbia, Missouri*

## SERVICE OVERVIEW

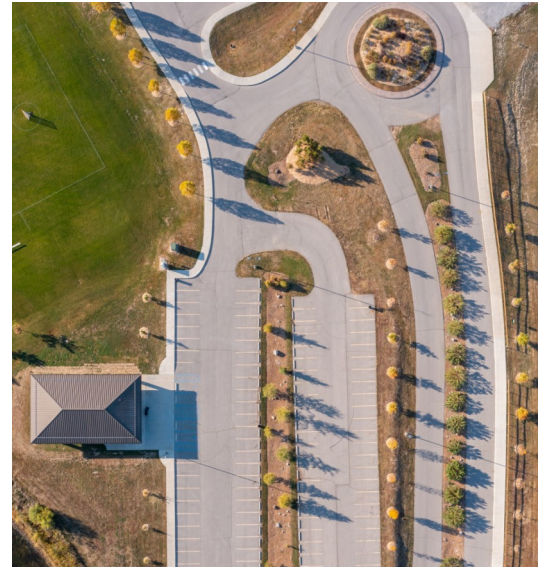
Allstate's Civil Team has worked extensively with public and private owners to deliver successful parks and recreation projects with particular attention to costs and scheduling. Over the company's 40-year history, we have delivered on a broad range of projects, from recreation area master plans to walking trails and amphitheaters. Our team of experts is a trusted partner for owners throughout the region.

Allstate provides a broad range of civil engineering services related to parks and recreation development including topographic and boundary survey, comprehensive master planning, site and grading design, transportation system analysis and design (including conventional & alternative intersections and bicycle & pedestrian facilities), utility design, stormwater conveyance, water quality, and detention design. Our staff is very familiar with state of the art stormwater best management practices (BMPs) and key staff currently hold LEED-AP and Envision Sustainable Infrastructure Professional (ENV-SP) credentials. Allstate is well versed in delivering successful greenfield site development projects as well as providing high quality and cost effective solutions to challenging redevelopment projects.

## THE ALLSTATE EXPERIENCE

In addition to LEED-AP and ENV-SP, key site development staff includes a Certified Flood Plain Manager (CFM), Professional Traffic Operations Engineer (PTOE), an Accredited Crash Reconstructionist (ACTAR), and FAA Part 107 Remote Pilot Certification (Commercial Drone). Our broad expertise and experience allows Allstate to bring a comprehensive approach to site development.

Our company has extensive experience working with communities to bring added value recreation to existing and proposed water supply reservoirs. These projects include partnering with the Missouri Department of Conservation's Community Assistance Program and the States Organization For Boating Access.



## RELEVANT PROJECT

### Gans Creek Recreation Area & Philips Park - Columbia, MO

Allstate partnered with City of Columbia to provide survey, geotechnical, civil, storm water and site utilities services for a 460-acre regional recreation area.

## HIGHLIGHTS

- Geotechnical, survey, design and construction observation of the 40-acre Philips Lake Dam
- Master Planning, surveying, site and stormwater design for the 320-acre Gans Creek Recreation Area
- Structural design for concession stand
- Surveying as well as site, utility, and stormwater design for Columbia Sports Fieldhouse at Philips Park





## Flat Branch Bridge - Columbia, MO

To answer a need for the Columbia Chamber of Commerce, Allstate led in the design and construction of a pedestrian bridge spanning Flat Branch Creek to connect the Chamber's parking lot to Downtown Columbia. In addition, Allstate formed a consortium of area businesses that participated in its construction. The total project was completed by contributions from Allstate and 18 other companies. This infrastructure provided new access for the community and was completed with no public funds

### HIGHLIGHTS

- Cable Suspension Bridge
- Low Maintenance Materials
- \$500K Benefit
- No cost to the public



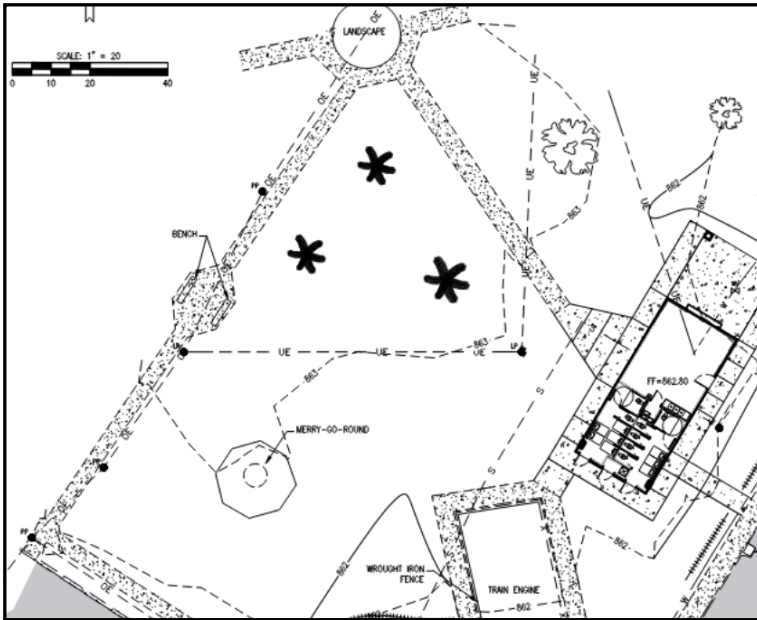
## PHILIPS PARK - COLUMBIA, MO

Allstate teamed up with the City of Columbia in a multi project endeavor to redefine the parks and recreation prospects in south Columbia, Missouri. Stormwater structures, parking, site planning, grading, and pavilion structures were some of the numerous tasks that Allstate undertook in helping the City reimagine recreation in the area.

### HIGHLIGHTS

- Rehabilitation of a 40-acre lake
- Site plans and engineering services for the Columbia Sports Fieldhouse, Philips Park Pavilion, and Tennis Complex





## RIPLEY PARK - MARCELINE, MO

Allstate, in partnership with an architect, led in the design of a new structure including a serving kitchen, ADA toilets and an open area under roof at Ripley Park in Marceline, MO. In addition, Allstate provided surveying, civil engineering, and structural engineering services.

### HIGHLIGHTS

- Incorporation of existing park amenities into designs
- Low Maintenance and material costs



## TWIN PARKS - BROOKFIELD, MO

In partnership with the City of Brookfield, Missouri, Allstate provided surveying, civil engineering, and structural engineering services for a new amphitheater complete with sidewalks and grading at the City's Twin Parks.

### HIGHLIGHTS

- Incorporation of existing park amenities into designs
- Low Maintenance and material costs





## GRINDSTONE TRAIL - COLUMBIA, MO

Allstate partnered with the City of Columbia to deliver a 1.75-mile long trail through the Grindstone Creek floodplain in eastern Columbia. The terrain mandated the need for five crossings of Grindstone Creek with a 14-square mile drainage area.

### HIGHLIGHTS

- Significant public involvement due to trail's proximity to multiple subdivisions
- FEMA regulatory floodplain, with floodway
- Conservation of trees and natural resources
- Site specific design solutions necessitated by constrained bridge locations



## RIVERSIDE PARK - JEFFERSON CITY, MO

Allstate, in partnership with a local architect, designed the foundation and framing of an amphitheater near the Missouri River in Jefferson City, MO. The facility utilized steel and wood frames with CMU walls and steel columns to provide a public event space with a beautiful backdrop.

### HIGHLIGHTS

- Coordination with architect and other disciplines
- Community involvement





## IMPROVED ANGLER AMENITIES - MARCELINE, MO

Allstate Consultants partnered with the City of Marceline and the Missouri Department of Conservation to improve angler and boating access at the 176-acre water supply reservoir. Accommodating heavy public use (including vehicles pulling trailers) required a new site plan and upgraded facilities. An old privy was also decommissioned and disposed of according to state guidelines.

### HIGHLIGHTS

- New site plan to improve traffic flow and parking for vehicles with boat trailers
- New covered disabled accessible fishing dock
- New boat ramp and fishing dock







### **CAMPGROUND RENOVATION - LAKE WAPPAPELLO, MO REDMAN CREEK CAMPGROUND EAST**

Allstate Consultants is partnered with the Better By Design and the United States Corps of Engineers to improve 70 existing campsites in the Redman Creek Campground East at Lake Wappapello, MO. Improvements include increasing the size of the campsites, replacing electric, water, sanitary sewer connections for each campsite, and modifying select sites to provide ADA accommodations.

#### **HIGHLIGHTS**

- Accelerated schedule to allow harvesting of select trees while avoiding impacts to endangered bat species.
- Multi-Phased Design Build Delivery Method
- Complete Reconstruction of Water, Sewer and Electric Service Lines
- Removal of Existing Well House
- Replacement of Existing Shower House





*The Crossing Church, Columbia, Missouri*

## SERVICE OVERVIEW

The high cost of stormwater conveyance and problems associated with excessive stormwater runoff give good reason to minimize runoff and system costs using Low Impact Development (LID), Best Management Practices (BMP) and advanced design techniques. With extensive experience designing, analyzing, and evaluating stormwater conveyance, detention, and water quality treatment systems, Allstate provides stormwater services ranging from on-site assessments to full hydraulic system modelling to review of submitted hydraulic calculations and proposed infrastructure designs. With a Certified Floodplain Manager on staff, Allstate can also provide services related to FEMA floodplain management.

## THE ALLSTATE EXPERIENCE

The Allstate Team has over 100 years of combined experience on projects with integrated stormwater systems. Core team members have Master's degrees in Civil Engineering and extensive training in advanced design techniques including hydrologic and hydraulic modeling, detention design, and sustainable infrastructure.



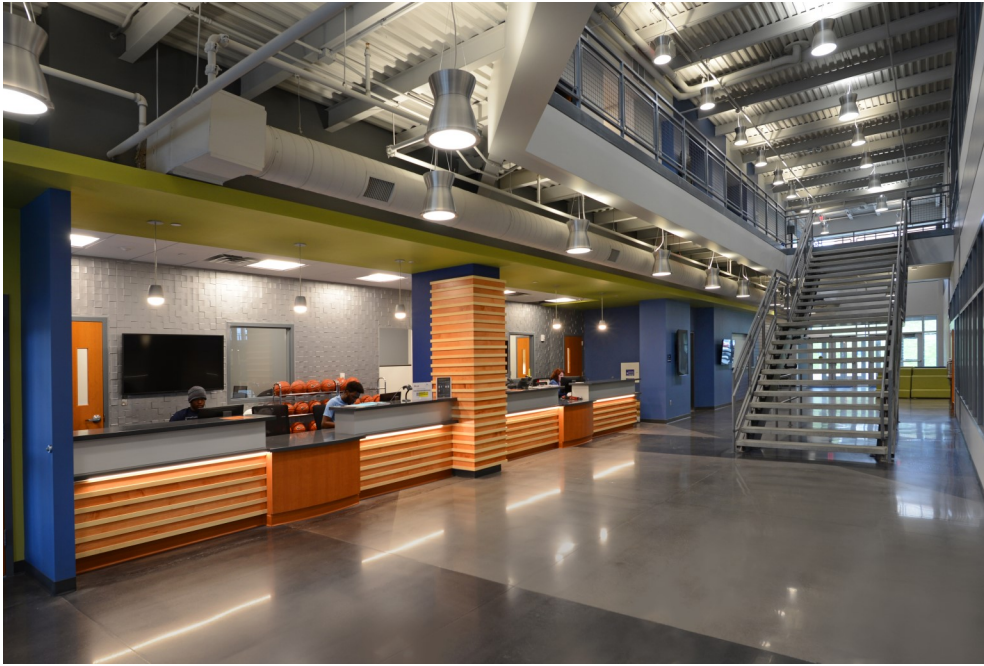
## RELEVANT PROJECT

### Lenoir Senior Living - Columbia, MO

Allstate has completed multiple expansions of the Lenoir Senior Living campus. These expansions included extensive site, grading, and utility work including stormwater conveyance systems (including connection to and improvement of existing systems), detention systems, and water quality treatment systems.

### PROJECT ELEMENTS

- Campus Master Plan including medical office, subdivision style residential, and extensive utilities
- Multi-Phase Campus Storm water Conveyance System Including Open Channel and Enclosed Systems
- Detention and Water Quality BMP Designs to Accommodate Current and Future Phases
- Channel Analysis and Culvert Design



University Wellness and Parks Multi-Purpose Recreation Center (The Linc) - Jefferson City, Missouri

## SERVICE OVERVIEW

Safety and viability of a community's investment drives Allstate's Structural Group. Our team is recognized for its expertise and standard of quality for projects across Missouri and throughout the country. We have completed a number of projects that include schools, amphitheaters, concession stands, and community centers. Along with the Investigative & Forensic Division, our structural lead has provided litigation support services for water infiltration issues and mechanical hydraulic system failures. The team has knowledge and expertise of building science; roof evaluations; structural evaluation, analysis, and design. Their services naturally augment private and public recreation projects.

## THE ALLSTATE EXPERIENCE

Led by a Professional Structural Engineer, known throughout the region for their expertise in evaluating and designing economical solutions, the Allstate Structural Team has the project experience necessary to successfully deliver the client's structural systems associated with sports complexes. Understanding the longevity and viability of the infrastructure is paramount, our team will exceed your expectations.



## RELEVANT PROJECT

### State Technical College Activity Center - Linn, MO

Allstate, in partnership with a local architecture firm, performed structural designs for an activity center with a three court gymnasium, hung track, fitness center, and support office.

## PROJECT SERVICES

- Comprehensive Planning
- 71,000 square feet facility
- 19,000 square feet FEMA 361 Community Safe Room
- Steel roof trusses supported by structural steel and masonry walls.





## RELEVANT PROJECT

### Gans Creek Recreation Area & Philips Park - Columbia, MO

Allstate provided boundary and topographic surveying of the 40-acre Philips Lake Dam, the 320-acre Gans Creek Recreation Area, and the field house.

### HIGHLIGHTS

- Boundary Survey
- Topographic Survey
- Site Design
- Construction Staking

### SERVICE OVERVIEW

Successful engineering projects require accurate field data to begin the design process. Allstate's Survey Team provides a wide range of surveying services, including Topographic Surveys, Subdivision Plats, Boundary Surveys and ALTA/NSPS Land Title Surveys, as well as preparing property descriptions and easement documents for right-of-way, utilities, access, and temporary construction. Using state-of-the-art GPS and conventional survey equipment with the latest software, team members provide GIS mapping support services including data collection, property, and utility information for base map preparation.

Allstate staff currently holds FAA Part 107 Remote Pilot Certification for commercial drone operation and utilizes state-of-the-art drones to supplement traditional survey data collection services.

### THE ALLSTATE EXPERIENCE

Allstate's Survey Team plays a significant role in all of the company's projects and has built an extensive portfolio of loyal clients, including municipalities, large landowners, developers, and homeowners. Our team is well-known for their versatility, experience and attention to detail. In addition, Allstate has continued to invest in advanced surveying technology that aids in reducing the time to gather information and improving accuracy. The data produced is accurate, reliable, and defensible.



Mill Creek Culvert Replacement - Columbia, MO

### SERVICE OVERVIEW

Transportation systems are arguably the most visible components of a community's infrastructure. Roadways, sidewalks, and trails impact citizen's satisfaction as well as vehicular and pedestrian safety. Allstate's Transportation Team understands the impacts of a community's transportation infrastructure. Our engineers partner with municipal clients, school districts, community members, and businesses to provide affordable, innovative, and reliable solutions. Allstate has extensive experience planning and designing roadways, conventional and alternative intersections, replacement and overlay projects, traffic control, and bicycle and pedestrian facilities as well as evaluating the operational, safety and capacity impacts of proposed transportation infrastructure. Many of our roadway design projects include comprehensive traffic studies, traffic flow modeling, alternatives analysis, access analysis, and safety assessments as well as presentations on alternates to project stakeholders and community members.

### THE ALLSTATE EXPERIENCE

With a Professional Traffic Operations Engineer (PTOE) and an Accredited Traffic Crash Reconstructionist (ACTAR), Allstate brings a comprehensive approach to evaluating and designing transportation systems.



## RELEVANT PROJECT

### Brunswick Street Improvements - Chillicothe, MO

Allstate partnered with the City of Chillicothe to reconstruct this unimproved asphalt roadway through a residential and industrial district. The new street was constructed as a concrete curb and gutter street with underground storm water. The roadway improvements to this heavily used corridor drastically improved the usability of the street.

### HIGHLIGHTS

- Complete roadway reconstruction from unimproved asphalt to a wider concrete curb and gutter street
- Added storm water inlets and pipes to improve drainage
- Reconstructed driveways
- Coordinated with adjacent businesses to provide uninterrupted access through construction





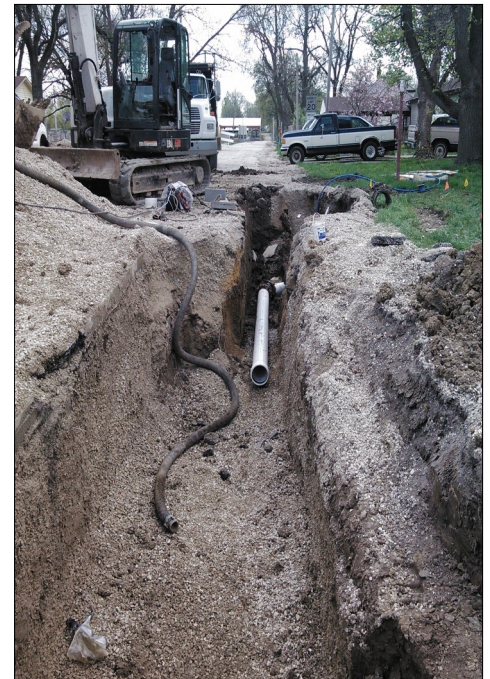
Water Treatment Plant - Marceline, Missouri

## SERVICE OVERVIEW

As water systems begin to age or are unable to meet capacity demands due to population growth or new development, communities face the challenge of upgrading their water supply systems. Allstate partners with communities to provide a variety of services associated with municipal water systems, including master planning, user rate analysis, project funding procurement, treatment facilities, pump stations, source water supply, hydraulic analysis, water distribution and inspections. We currently maintain various municipalities' Water System Hydraulic Model and have extensive experience modelling existing systems, developing 5-year improvement plans, and designing new systems for many municipalities and local government entities. Up-to-date digital models allow our staff to quickly respond to time sensitive requests for information from our clients.

## THE ALLSTATE EXPERIENCE

With more than 50 years of combined project experience, our water engineers partner with municipal water systems and rural water supply districts to address all aspects of drinking water concerns. Our experience with a broad cross section of systems allows us to troubleshoot issues and find creative solutions for a variety of problems. In addition, our team is well-known for creating funding pathways to improve infrastructure in some of the most distressed communities in Missouri.



## RELEVANT PROJECT

### Drinking Water Supply & Distribution Improvements - Auxvasse, Missouri

Allstate assisted the City of Auxvasse to address water supply and distribution improvements. The project included construction of secondary water supply well, rehabilitation of an existing well facility, water distribution improvements, and Telemetry/SCADA system.

### PROJECT SERVICES

- Comprehensive Planning
- Facility Plan & Preliminary Engineering Report
- Funding Strategies with MDNR - SRF
- User Rate Evaluation
- Easement Acquisition
- Hydraulic Analysis
- Final Design Plans
- Construction Administration and Inspection
- Operation and Maintenance Plan





Wastewater Distribution Improvements - Holts Summit, MO

## SERVICE OVERVIEW

Wastewater collection and distribution systems are critical to a community's viability. Whether dealing with aging infrastructure, increased capacity restraints due to population growth, or new development it is imperative to adapt to changes in demand and quality standards. Challenges can be amplified by the expectation of maintaining affordability when communities face upgrading to their systems and facilities. Allstate partners with communities to provide a variety of services associated with wastewater collection and treatment systems, including: mapping, establishing inventory, master planning, trouble shooting, user rate analysis, hydraulic analysis, project funding, procurement, review of operations, maintenance programs, administrative processes, design/modification of treatment facilities and pump stations.

## THE ALLSTATE EXPERIENCE

Allstate's team of professional engineers and design technicians have many years of experience in providing communities with quality and affordable wastewater distribution and treatment solutions. Our diverse background of experience, from Missouri DNR staff to licensed operators and installers contribute to increased understanding and communication of project processes. Allstate's experience with regulatory and funding agencies, and those agencies' methods and requirements, will be a tangible benefit to the City of Moberly.

## RELEVANT PROJECT

### Steppelman's Subdivision Holt's Summit, MO

Allstate assisted the City of Holt's Summit in developing plans to address aging sewer collection system concerns at the Steppelman's subdivision. Allstate was able to assist with obtaining DED CDBG funds for construction of the proposed improvements.

The upgraded sanitary sewer collection system consisted of approximately 6,350 L.F. of 8" PVC gravity main, 31 precast manholes and 78 service connections were designed. The project was substantially completed in October 2019.

## HIGHLIGHTS

- Mapping, Inventory, and Assessment
- Design/As-built plans
- CDBG Funding





*Lenoir Woods Senior Living - Columbia, MO*

## SERVICE OVERVIEW

The Allstate Construction Phase and Construction Materials Testing Services teams understand the importance of construction oversight. With every project, significant time, energy and money are spent to ensure a project is designed to meet the needs of the client. Our team partners with owners to verify projects are constructed as specified and have developed excellent rapport with our public and private clients alike to make certain their interests are paramount.

From pre-construction conferences, review of contractor pay requests, change orders and schedule monitoring, the Allstate team diligently works to record and address important project details. In coordination with the Construction Administration and Observation Team, our Geotechnical and Construction Phase Testing experts work seamlessly to help deliver successful projects. Allstate is fully equipped with state-of-the-art laboratory equipment and trained technicians who perform soil and concrete tests under the guidance of a geotechnical engineer and in accordance with appropriate engineering standards.

## THE ALLSTATE EXPERIENCE

Allstate's Construction Phase Service and Testing team has civil and geotechnical engineers, as well as a registered geologist. Many have advanced graduate level training and years of experience in the field to competently manage all aspects of the construction process.



## RELEVANT PROJECT

### Lenoir Woods Senior Living Community—Columbia, MO

Allstate Consultants provided geotechnical and construction materials testing services for a seven-building campus plan development for Lutheran Senior Services from 2012 to 2018. One of the buildings included the large Independent Living Facility (ILF) with basement parking. To minimize the number of columns in the basement parking garage and to accommodate numerous bearing wall loads for the four-story structure above, the first floor of the ILF was designed as a 15-inch thick post-tensioned concrete slab. Allstate Consultants peer reviewed structural plans and shop drawings; provided on-site observation of reinforcing steel and tendon placement, concrete placement and tendon stressing; and provided Special Inspection Reports to the City of Columbia.

## HIGHLIGHTS

- Earthwork
- Foundations
- Reinforcing
- Post-Tensioned Slabs
- Concrete
- Masonry
- Structural Steel
- Wood

## Brian Harrington, PE, PTOE Project Manager

Brian Harrington joined Allstate in 1993 and has primarily focused on general civil and traffic engineering projects. His responsibilities include various design and engineering work including roadway design, roundabout design, traffic impact studies, traffic signal design, sanitary sewer design, storm sewer design and modeling, grading and erosion control design, and preparation of site plans for commercial, industrial and institutional projects.

In 2005, Brian obtained his accreditation as a Professional Traffic Operations Engineer (PTOE). This designation recognizes the traffic operation specific experience and education Brian has accumulated in his nearly 25 years of work with traffic and transportation related projects.

### PROJECT EXPERIENCE

**Discovery Parkway—1.5 Mile Major Collector Extension**  
Columbia, Missouri

**Knob Noster Pedestrian Safety Project (MoDOT TEAP Program)**  
Knob Noster, Missouri

**Brunswick Street Improvements (Department of Economic Development—Community Development Block Grant Funding)**  
Brunswick, Missouri

**East Locust Creek Reservoir BUILD Transportation Improvements Project**  
Sullivan County, Missouri

**Brunswick Sidewalk Renovations (Federal Project No. TAP-9900(131))**  
Brunswick, Missouri

**The Baptist Home Campus & Site Planning**  
Ashland, Missouri

**Lenoir Woods Senior Living Master Plan & Site Development**  
Columbia, Missouri

**Sports Field House Site Plan**  
Columbia, Missouri

**Ripley Park Concession Stand and Bathroom Site Plan**  
Marceline, Missouri

**Twin Parks Amphitheater and Stage**  
Brookfield, Missouri

**Grindstone Trail**  
Columbia, Missouri



### EDUCATION

B.S., Civil Engineering (Magna Cum Laude), University of Missouri - Columbia

M.S., Civil Engineering,  
University of Missouri - Columbia

### REGISTRATION & CERTIFICATIONS

Missouri (PE)  
Arkansas (PE)  
Kansas (PE)  
Professional Traffic Operations Engineer (PTOE)

### AFFILIATIONS

Institute of Transportation Engineers (ITE)

Central Missouri Chapter Institute of Transportation Engineers (CMITE)

Missouri Park & Recreation Association (MPRA)



## Greg Pitchford

### Senior Project Scientist

Greg Pitchford joined Allstate in 2017 after 27 years as a fisheries biologist with the Missouri Department of Conservation. He has a passion for conservation and rural communities and is a Certified Fisheries Professional (CFP). Greg works to help communities accomplish their development goals in a sustainable manner.

Greg has led a number of teams to protect and enhance aquatic resources; evaluated and improved stream habitats in large priority watersheds; developed and taught fish aging workshops for fisheries professionals throughout the Midwest; wrote and oversaw the implementation of various river basin plans; served on numerous wetland review teams; and provided quality recreational fishing at numerous impoundments. Greg has collaborated with a variety of agricultural and conservation stakeholders to help raise roughly \$10 million to support watershed and stream habitat improvement projects. During his career with the Missouri Department of Conservation, Greg worked with several communities including Brookfield, Marceline, Keytesville, and Salisbury to improve fishing and outdoor recreation at their lakes and ponds.

Greg helps teach workshops around the country on habitat restoration for the National Reservoir Fisheries Habitat Partnership.

In addition to heading the mitigation efforts on the Roy Blunt and Little Otter Creek Reservoirs, Greg has a wealth of water quality and environmental permitting experience.

### PROJECT EXPERIENCE

#### Roy Blunt Reservoir

Sullivan County, MO

- Lead on Stream and Wetland Mitigation Planning and Implementation
- Lead on Endangered Species Mitigation Planning and Implementation
- Lead on Source Water Protection Planning and Implementation
- Author of Recreational Use Carrying Capacity Study

#### Little Otter Creek Reservoir

Caldwell County, MO

- Lead on Stream and Wetland Mitigation Planning and Implementation
- Lead on Source Water Protection Planning and Implementation
- Lead on Recreational Use Planning and Development

#### New Marceline City Reservoir

Chariton County, MO

- Oversaw design and installation of angler and boater access facilities including boat ramp, floating dock, and privy



### EDUCATION

B.A., Fisheries & Wildlife  
University of Missouri - Columbia

M.S., Fisheries & Wildlife  
University of Missouri - Columbia

### CERTIFICATIONS

Certified Fisheries Professional (CFP), American Fisheries Society

### AFFILIATIONS

American Fisheries Society

Society of Wetland Scientists

North American Lake Management Society

**James R. Jeffries, PLS**  
**Professional Land Surveyor**

James joined Allstate Consultants in 1992 and is the Staff Surveyor. His duties include office calculations for subdivision plats, ALTA/NSPS Land Title Surveys, property descriptions, boundary surveys, lot surveys, construction stakeout, cost estimates for survey projects, deed and survey research for upcoming projects. James is also responsible for project management, making sure deadlines are met and assisting others to see that projects are completed on schedule and within budget.

**PROJECT EXPERIENCE**

**Grindstone Trail Extension**  
Columbia, Missouri

**Settlers Ridge Subdivision Plats**  
Columbia, Missouri

**Cobblestone Lake Estates Plats 1, 2 & 3**  
Centralia, Missouri

**Bluff Creek Estates**  
Columbia, Missouri

**Boone's Pointe**  
Columbia, Missouri

**Topographic Survey for Sturgeon School Track**  
Sturgeon, Missouri

**Hallsville School Additions**  
Hallsville, Missouri

**Columbia Public Transportation Facility Improvement**  
Columbia, Missouri

**The Crossing Church Building & Parking Lot**  
Columbia, Missouri

**University Hospital Patient Care Tower**  
Columbia, Missouri

**Construction Stakeout for Faurot Field North End Zone Project**  
Columbia, Missouri

**EDUCATION**

Drafting Certificate  
Northeast Missouri State University

**REGISTRATIONS**

Missouri (PLS-2500)  
Kansas (PLS-1565)

**AFFILIATIONS**

National Society of Professional  
Surveyors

Missouri Society of Professional  
Surveyors

Kansas Society of Land Surveyors

## **COST CONTROL, QUALITY OF WORK, & ABILITY TO MEET SCHEDULES**

Work product accuracy and reliability are important aspects of any successful project. Allstate's extensive project experience allows us to assess and prioritize goals with the community to more efficiently and effectively deliver the project on time and within budget.

The foundation of solid engineering plans and specifications begins with accurate field information and data. Allstate's experienced team members operate advanced total station and/or GPS equipment to record accurate data for the required engineering task. Once the field data procurement phase is complete, the field data is reviewed in the office by the designated survey crew chief for accuracy and then transmitted to a registered land surveyor for review. When all the data has passed the scrutiny of the reviews, the data is transmitted for use by the design technicians and project engineers.

The design process is a team-oriented approach, utilizing project team meetings to specifically discuss the design objectives and the proposed solutions. This process occurs on a regular basis and each solution proposed is subject to constructive criticism from the team members as the design process moves through the cycle. It should be noted that the design team is extremely conscious of not only evaluating solution alternatives but also evaluating alternative cost. If deemed appropriate and depending on the complexity of the project, clients and/or governmental agencies are involved in the design process as well by being invited to selected design team meetings to provide input and validate the design objectives.

Upon completion of the design plans and specifications by the project engineer and review by the project team, the construction documents are forwarded to the appropriate agency for review and subsequently submitted for construction. To assure continuity, the designated project engineer and design team will remain the same throughout the project.

## PROXIMITY

The Allstate team has completed numerous residential and recreational projects throughout Missouri and has significant experience in the Moberly Region. With offices in Columbia and Marceline, Missouri, our team can be at your offices and on-site in less than 1 hour. Our responsiveness often exceeds our client's expectations. Recreational complexes and the associated engineering aspects are a primary practice of Allstate Consultants. With many of these projects in small communities, we have completed several large and small recreational and residential projects over our 43-year history.

## FAMILIARITY

Allstate is accustomed to working with communities concerned with ever-tightening regulatory requirements and increasing costs of infrastructure improvements. Though the future of the regulatory environment is often uncertain, we work with Missouri communities to find the most cost-effective solution to meet current needs while considering future requirements.

Allstate places a high priority on communication with and attention to our valuable clients. Our ability to make clients feel valued is represented in our work deliverables and our relationships with our clients. We work with smaller communities throughout the State and enjoy helping communities big and small design and build their projects.

Moberly is located halfway between our Marceline and Columbia offices. We have completed several projects in the region and are very familiar with Moberly, and it's neighboring communities.

The following is a small sample of local projects that have involved Allstate Consultants :

- Marceline, MO - Boating and angler access improvements at the New Marceline Reservoir, including basic engineering design, permitting, bidding and construction services.
- Kirksville, MO - Ongoing MODOT funded Traffic Engineering Assistance Program Study to improve safety at crosswalks at schools within the city limits.
- Columbia, MO - Design of a 1.75-mile long trail through the Grindstone Creek floodplain, including five stream crossings.
- Brookfield, MO - Surveying, civil and structural engineering services for a new amphitheater complex in Twin Parks.
- Milan, MO - Topographic survey and preliminary grading plan for a new track and upgrades to the football field.
- Glasgow, MO - Topographic survey, design and construction oversight for a new track facility including disabled accessible amenities.

Allstate Consultants has proudly served communities across Missouri for more than 43 years. Below you will find selected references for which the firm has performed services within the last five years, similar to those listed in the Scope of Services. More references can be provided upon request.

## City of Columbia

Gabe Huffington, CPRP  
Parks and Recreation Director  
701 East Broadway  
Columbia, MO 65205  
(573)874-6398  
Gabe.Huffington@CoMo.gov

## City of Ashland

James Creel, Public Works Director  
101 W. Broadway  
Ashland, Missouri 65010  
(573) 657-2091  
jcreel@ashlandmo.us

## City of Knob Noster

Scott Peterson, MPA, City Administrator  
201 N State Street  
Knob Noster, MO 64155  
(660) 563-2595  
speterson@cityofkn.net

## North Central Missouri Regional Water Commission

Brad Scott, General Manager  
201 North Market Street  
Milan, Missouri 63556  
(816) 590-0264  
bradleymadisonscott@gmail.com

## City of New Bloomfield

Rosemary Augustine, Council Person  
P.O. Box 77  
New Bloomfield, Missouri 65063  
(573) 491-3614  
Augustine@centurylink.net

## Caldwell Co Commission

Dale Akey, Presiding Commissioner  
49 East Main  
Kingston, Missouri 64650  
(816) 465-0414  
budandbettyMot@gmail.com

## City of Brookfield

Dana Tarpening, City Manager  
116 West Brooks Street  
Brookfield, Missouri 64628  
(660) 258-3377  
dtarpening@brookfieldcity.com

## City of Milan

Lisa Sharp, City Clerk  
212 E. 2nd Street  
Milan, Missouri 63556  
(660) 265-4491  
milan@nemr.net

## City of Gallatin

Lance Rains, City Administrator  
112 E. Grand Street  
Gallatin, Missouri 64640  
(660) 663-2011  
cityadmin@gallatinmo.com

## City of Marceline

Richard Hoon, City Manager  
116 N. Main Street USA  
Marceline, MO 64658  
(660)376-3528  
Richard.hoon@marcelinemo.us

# City of Moberly

## City Council Agenda Summary

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

WS #5.

Department: Public Works

Date: April 17, 2023

**Agenda Item:** Review of the S Morley cost share project agreement.

**Summary:** Attached is the contract with Bartlett and West for the engineering on the S Morley/Business 63 Cost Share – Burkhardt to Carpenter for review.

**Recommended Action:** Bring forward to the May 1, 2023 regular City Council meeting for final approval.

**Fund Name:** N/A

**Account Number:** N/A

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

### ATTACHMENTS:

<input type="checkbox"/> Memo	<input type="checkbox"/> Council Minutes
<input type="checkbox"/> Staff Report	<input type="checkbox"/> Proposed Ordinance
<input type="checkbox"/> Correspondence	<input type="checkbox"/> Proposed Resolution
<input type="checkbox"/> Bid Tabulation	<input type="checkbox"/> Attorney's Report
<input type="checkbox"/> P/C Recommendation	<input type="checkbox"/> Petition
<input type="checkbox"/> P/C Minutes	<input type="checkbox"/> Contract
<input type="checkbox"/> Application	<input type="checkbox"/> Budget Amendment
<input type="checkbox"/> Citizen	<input type="checkbox"/> Legal Notice
<input type="checkbox"/> Consultant Report	<input checked="" type="checkbox"/> Other <u>Agreement</u>

### Roll Call

Aye

Nay

### Mayor

M\_\_\_ S\_\_\_ **Jeffrey**

\_\_\_

### Council Member

M\_\_\_ S\_\_\_ **Brubaker**

\_\_\_

M\_\_\_ S\_\_\_ **Kimmons**

\_\_\_

M\_\_\_ S\_\_\_ **Kyser**

\_\_\_

M\_\_\_ S\_\_\_ **Lucas**

\_\_\_

Passed Failed

**SPONSOR: City of Moberly, MO**

**LOCATION: South Morley/Business 63 Cost Share – Burkhart to Carpenter**

**PROJECT: JNE0002**

*THIS CONTRACT* is between *City of Moberly*, Missouri, hereinafter referred to as the "Local Agency", and *Bartlett & West, Inc.*, hereinafter referred to as the "Engineer".

*INASMUCH* as funds have been made available by the Federal Highway Administration through its *Cost Share Program*, coordinated through the Missouri Department of Transportation, the Local Agency intends to *design and provide construction phase services of roadway improvements along Morley Street (Business 63) between Burkhart Street and Carpenter Street* and requires professional engineering services. The Engineer will provide the Local Agency with professional services hereinafter detailed for the planning, design and construction inspection of the desired improvements and the Local Agency will pay the Engineer as provided in this contract. It is mutually agreed as follows:

### **ARTICLE I – SCOPE OF SERVICES**

See Attachment A

### **ARTICLE II - DISADVANTAGED BUSINESS ENTERPRISE (DBE) REQUIREMENTS:**

- A. DBE Goal: The following DBE goal has been established for this Agreement. 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 5% of the total Agreement dollar value.
- B. DBE Participation Obtained by Engineer: The Engineer has obtained DBE participation, and agrees to use DBE firms to complete, 5% of the total services to be performed under this Agreement, by dollar value. The DBE firms which the Engineer 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	PERCENTAGE OF SUBCONTRACT DOLLAR VALUE APPLICABLE TO TOTAL GOAL
Civil Design, Inc.	Survey & Legal Desc.	\$52,923.62	\$32,923.62	62%

### **ARTICLE III-ADDITIONAL SERVICES**

The Local Agency reserves the right to request additional work, and changed or unforeseen conditions may require changes and work beyond the scope of this contract. In this event, a supplement to this agreement shall be executed and submitted for the approval of MoDOT prior to performing the

additional or changed work or incurring any additional cost thereof. Any change in compensation will be covered in the supplement.

#### **ARTICLE IV - RESPONSIBILITIES OF LOCAL AGENCY**

The Local Agency will cooperate fully with the Engineer in the development of the project, including the following:

- A. make available all information pertaining to the project which may be in the possession of the Local Agency;
- B. provide the Engineer with the Local Agency's requirements for the project;
- C. make provisions for the Engineer to enter upon property at the project site for the performance of his duties;
- D. examine all studies and layouts developed by the Engineer, obtain reviews by MoDOT, and render decisions thereon in a prompt manner so as not to delay the Engineer;
- E. designate a Local Agency's employee to act as Local Agency's Person in Responsible Charge under this contract, such person shall have authority to transmit instructions, interpret the Local Agency's policies and render decisions with respect to matters covered by this agreement (see EPG 136.3);
- F. perform appraisals and appraisal review, negotiate with property owners and otherwise provide all services in connection with acquiring all right-of-way needed to construct this project.

#### **ARTICLE V - PERIOD OF SERVICE**

The Engineer will commence work within two weeks after receiving notice to proceed from the Local Agency. The general phases of work will be completed in accordance with the following schedule:

- A. Anticipated Notice to Proceed: April 4, 2023
- B. Preliminary Plan Submittal: September 29, 2023
- C. Right of Way Plan Submittal: January 31, 2024
- D. Anticipated Easement and Right-of-Way Acquisition Completion: July 31, 2024
- E. PS&E Submittal to MoDOT: January 3, 2025
- F. Anticipated Construction NTP: April 7, 2025
- G. Construction Phase shall be completed 60 days after construction final completion schedule. The Local Agency will grant time extensions for delays due to unforeseeable causes beyond the control



of and without fault or negligence of the Engineer. Requests for extensions of time shall be made in writing by the Engineer, before that phase of work is scheduled to be completed, stating fully the events giving rise to the request and justification for the time extension requested.

## ARTICLE VI – STANDARDS

The Engineer shall be responsible for working with the Local Agency in determining the appropriate design parameters and construction specifications for the project using good engineering judgment based on the specific site conditions, Local Agency needs, and guidance provided in the most current version of EPG 136 LPA Policy. If the project is on the state highway system or is a bridge project, then the latest version of MoDOT's Engineering Policy Guide (EPG) and Missouri Standard Specifications for Highway Construction shall be used (see EPG 136.7). The project plans must also be in compliance with the latest ADA (Americans with Disabilities Act) Regulations.

## ARTICLE VII - COMPENSATION

For services provided under this contract, the Local Agency will compensate the Engineer as follows:

- A. For design services, including work through the construction contract award stage, the Local Agency will pay the Engineer the actual costs incurred plus a predetermined fixed fee of \$33,295.49, with a ceiling established for said design services in the amount of \$ 347,268.28, which amount shall not be exceeded.
- B. For construction phase services, the Local Agency will pay the Engineer the actual costs incurred plus a predetermined fixed fee of \$26,269.71, with a ceiling established for said inspection services in the amount of \$248,384.44, which amount shall not be exceeded.
- C. The compensation outlined above has been derived from estimates of cost which are detailed in Attachment B. Any major changes in work, extra work, exceeding of the contract ceiling, or change in the predetermined fixed fee will require a supplement to this contract, as covered in Article III - ADDITIONAL SERVICES.
- D. Actual costs in Sections A and B above are defined as:
  1. Actual payroll salaries paid to employees for time that they are productively engaged in work covered by this contract, plus
  2. An amount calculated at 42.97% of actual salaries in Item 1 above for payroll additives, including payroll taxes, holiday and vacation pay, sick leave pay, insurance benefits, retirement and incentive pay, plus
  3. An amount calculated at 144.73% of actual salaries in Item 1 above for general administrative overhead, based on the Engineer's system for allocating indirect costs in accordance with sound accounting principles and business practice, plus

4. Other costs directly attributable to the project but not included in the above overhead, such as vehicle mileage, meals and lodging, printing, surveying expendables, and computer time, plus
  5. Project costs incurred by others on a subcontract basis, said costs to be passed through the Engineer on the basis of reasonable and actual cost as invoiced by the subcontractors.
- E. The rates shown for additives and overhead in Sections VII. D.2 and VII. D.3 above are the established Engineer's overhead rate accepted at the time of contract execution and shall be utilized throughout the life of this contract for billing purposes.
- F. The payment of costs under this contract will be limited to costs which are allowable under 23 CFR 172 and 48 CFR 31.
- G. **METHOD OF PAYMENT** - Partial payments for work satisfactorily completed will be made to the Engineer upon receipt of itemized invoices by the Local Agency. Invoices will be submitted no more frequently than once every two weeks and must be submitted monthly for invoices greater than \$10,000. A pro-rated portion of the fixed fee will be paid with each invoice. Upon receipt of the invoice and progress report, the Local Agency will, as soon as practical, but not later than 45 days from receipt, pay the Engineer for the services rendered, including the proportion of the fixed fee earned as reflected by the estimate of the portion of the services completed as shown by the progress report, less partial payments previously made. A late payment charge of one and one half percent (1.5%) per month shall be assessed for those invoiced amount not paid, through no fault of the Engineer, within 45 days after the Local Agency's receipt of the Engineer's invoice. The Local Agency will not be liable for the late payment charge on any invoice which requests payment for costs which exceed the proportion of the maximum amount payable earned as reflected by the estimate of the portion of the services completed, as shown by the progress report. The payment, other than the fixed fee, will be subject to final audit of actual expenses during the period of the Agreement.
- H. **PROPERTY ACCOUNTABILITY** - If it becomes necessary to acquire any specialized equipment for the performance of this contract, appropriate credit will be given for any residual value of said equipment after completion of usage of the equipment.

## ARTICLE VIII - COVENANT AGAINST CONTINGENT FEES

The Engineer warrants that he has not employed or retained any company or person, other than a bona fide employee working for the Engineer, to solicit or secure this agreement, and that he has not paid or agreed to pay any company or person, other than a bona fide employee, any fee, commission, percentage, brokerage fee, gifts, or any other consideration, contingent upon or resulting from the award or making of this contract. For breach or violation of this warranty, the Local Agency shall have the right to annul this agreement without liability, or in its discretion to deduct from the contract price or consideration, or otherwise recover, the full amount of such fee, commission, percentage, brokerage fee, gift, or contingent fee, plus reasonable attorney's fees.

## ARTICLE IX - SUBLETTING, ASSIGNMENT OR TRANSFER

No portion of the work covered by this contract, except as provided herein, shall be sublet or transferred without the written consent of the Local Agency. The subletting of the work shall in no way relieve the Engineer of his primary responsibility for the quality and performance of the work. It is the intention of the Engineer to engage subcontractors for the purposes of:

Sub-Consultant Name	Address	Services
Civil Design, Inc.	120 Commerce Dr., Suite 100 Holts Summit, MO 65043	Boundary Survey & Legal Descriptions

## ARTICLE X - PROFESSIONAL ENDORSEMENT

All plans, specifications and other documents shall be endorsed by the Engineer and shall reflect the name and seal of the Professional Engineer endorsing the work. By signing and sealing the PS&E submittals the Engineer of Record will be representing to MoDOT that the design is meeting the intent of the federal aid programs.

## ARTICLE XI - RETENTION OF RECORDS

The Engineer shall maintain all records, survey notes, design documents, cost and accounting records, construction records and other records pertaining to this contract and to the project covered by this contract, for a period of not less than three years following final payment by FHWA. Said records shall be made available for inspection by authorized representatives of the Local Agency, MoDOT or the federal government during regular working hours at the Engineer's place of business.

## ARTICLE XII - OWNERSHIP OF DOCUMENTS

Plans, tracings, maps and specifications prepared under this contract shall be delivered to and become the property of the Local Agency upon termination or completion of work. Basic survey notes, design computations and other data prepared under this contract shall be made available to the Local Agency upon request. All such information produced under this contract shall be available for use by the Local Agency without restriction or limitation on its use. If the Local Agency incorporates any portion of the work into a project other than that for which it was performed, the Local Agency shall save the Engineer harmless from any claims and liabilities resulting from such use.

## ARTICLE XIII – SUSPENSION OR TERMINATION OF AGREEMENT

- A. The Local Agency may, without being in breach hereof, suspend or terminate the Engineer's services under this Agreement, or any part of them, for cause or for the convenience of the Local Agency, upon giving to the Engineer at least fifteen (15) days' prior written notice of the effective date thereof. The Engineer shall not accelerate performance of services during the fifteen (15) day period without the express written request of the Local Agency.
- B. Should the Agreement be suspended or terminated for the convenience of the Local Agency,

the Local Agency will pay to the Engineer its costs as set forth in Attachment B including actual hours expended prior to such suspension or termination and direct costs as defined in this Agreement for services performed by the Engineer, a proportional amount of the fixed fee based upon an estimated percentage of Agreement completion, plus reasonable costs incurred by the Engineer in suspending or terminating the services. The payment will make no other allowances for damages or anticipated fees or profits. In the event of a suspension of the services, the Engineer's compensation and schedule for performance of services hereunder shall be equitably adjusted upon resumption of performance of the services.

- C. The Engineer shall remain liable to the Local Agency for any claims or damages occasioned by any failure, default, or negligent errors and/or omission in carrying out the provisions of this Agreement during its life, including those giving rise to a termination for non-performance or breach by Engineer. This liability shall survive and shall not be waived, or estopped by final payment under this Agreement.
- D. The Engineer shall not be liable for any errors or omissions contained in deliverables which are incomplete as a result of a suspension or termination where the Engineer is deprived of the opportunity to complete the Engineer's services.
- E. Upon the occurrence of any of the following events, the Engineer may suspend performance hereunder by giving the Local Agency 30 days advance written notice and may continue such suspension until the condition is satisfactorily remedied by the Local Agency. In the event the condition is not remedied within 120 days of the Engineer's original notice, the Engineer may terminate this agreement.
  - 1. Receipt of written notice from the Local Agency that funds are no longer available to continue performance.
  - 2. The Local Agency's persistent failure to make payment to the Engineer in a timely manner.
  - 3. Any material contract breach by the Local Agency.

#### **ARTICLE XIV - DECISIONS UNDER THIS CONTRACT**

The Local Agency will determine the acceptability of work performed under this contract, and will decide all questions which may arise concerning the project. The Local Agency's decision shall be final and conclusive.

#### **ARTICLE XV - SUCCESSORS AND ASSIGNS**

The Local Agency and the Engineer agree that this contract and all contracts entered into under the provisions of this contract shall be binding upon the parties hereto and their successors and assigns.

## **ARTICLE XVI - COMPLIANCE WITH LAWS**

The Engineer shall comply with all federal, state, and local laws, ordinances, and regulations applicable to the work, including but not limited to Title VI and Title VII of the Civil Rights Act of 1964, as amended (42 U.S.C. 2000d, 2000e), as well as with any applicable titles of the Americans with Disabilities Act (42 U.S.C. 12101, et seq.) and non-discrimination clauses incorporated herein, and shall procure all licenses and permits necessary for the fulfillment of obligations under this contract.

## **ARTICLE XVII - RESPONSIBILITY FOR CLAIMS AND LIABILITY**

The Engineer agrees to save harmless the Local Agency, MoDOT and FHWA from all claims and liability due to his negligent acts or the negligent acts of his employees, agents or subcontractors.

## **ARTICLE XVIII - NONDISCRIMINATION**

The Engineer, with regard to the work performed by it after award and prior to completion of the contract work, will not discriminate on the ground of race, color or national origin in the selection and retention of subcontractors. The Engineer will comply with state and federal related to nondiscrimination, including but not limited to Title VI and Title VII of the Civil Rights Act of 1964, as amended (42 U.S.C. 2000d, 2000e), as well as with any applicable titles of the Americans with Disabilities Act (42 U.S.C. 12101, et seq.). More specifically, the Engineer will comply with the regulations of the Department of Transportation relative to nondiscrimination in federally assisted programs of the Department of Transportation, as contained in 49 CFR 21 through Appendix H and 23 CFR 710.405 which are herein incorporated by reference and made a part of this contract. In all solicitations either by competitive bidding or negotiation made by the Engineer for work to be performed under a subcontract, including procurements of materials or equipment, each potential subcontractor or supplier shall be notified by the Engineer's obligations under this contract and the regulations relative to non-discrimination on the ground of color, race or national origin.

## **ARTICLE XIX – LOBBY CERTIFICATION**

**CERTIFICATION ON LOBBYING:** Since federal funds are being used for this agreement, the Engineer's signature on this agreement constitutes the execution of all certifications on lobbying which are required by 49 C.F.R. Part 20 including Appendix A and B to Part 20. Engineer agrees to abide by all certification or disclosure requirements in 49 C.F.R. Part 20 which are incorporated herein by reference.

## **ARTICLE XX – INSURANCE**

- A. The Engineer shall maintain commercial general liability, automobile liability, and worker's compensation and employer's liability insurance in full force and effect to protect the Engineer from claims under Worker's Compensation Acts, claims for damages for personal injury or death, and for damages to property arising from the negligent acts, errors, or omissions of the Engineer and its employees, agents, and Subconsultants in the performance of the services covered by this Agreement, including, without limitation, risks insured against in commercial general liability policies.

- B. The Engineer shall also maintain professional liability insurance to protect the Engineer against the negligent acts, errors, or omissions of the Engineer and those for whom it is legally responsible, arising out of the performance of professional services under this Agreement.
- C. The Engineer's insurance coverage shall be for not less than the following limits of liability:
  - 1. Commercial General Liability: \$500,000 per person up to \$3,000,000 per occurrence;
  - 2. Automobile Liability: \$500,000 per person up to \$3,000,000 per occurrence;
  - 3. Worker's Compensation in accordance with the statutory limits; and Employer's Liability: \$1,000,000; and
  - 4. Professional ("Errors and Omissions") Liability: \$1,000,000, each claim and in the annual aggregate.
- D. The Engineer shall, upon request at any time, provide the Local Agency with certificates of insurance evidencing the Engineer's commercial general or professional liability ("Errors and Omissions") policies and evidencing that they and all other required insurance are in effect as to the services under this Agreement.
- E. Any insurance policy required as specified in (ARTICLE XX) shall be written by a company which is incorporated in the United States of America or is based in the United States of America. Each insurance policy must be issued by a company authorized to issue such insurance in the State of Missouri.

## ARTICLE XXI - ATTACHMENTS

The following exhibits are attached hereto and are hereby made part of this contract:

Attachment A – Scope of Service

Attachment B - Estimate of Cost

Attachment C - Certification Regarding Debarment, Suspension, and Other Responsibility Matters - Primary Covered Transactions.

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

Attachment E – DBE Contract Provisions

Attachment F – Fig. 136.4.15 Conflict of Interest Disclosure Form

Executed by the Engineer this 1st day of March, 2023.

Executed by the County/City this    day of                     , 20  .

**FOR: CITY OF MOBERLY, MISSOURI**

**BY:** \_\_\_\_\_  
Title:

ATTEST: \_\_\_\_\_  
City Clerk

**FOR: BARTLETT & WEST, INC.**

**BY:** Todd Kemp  
Title: Sr. Vice President

ATTEST: Todd Kemp

I hereby certify under Section 50.660 RSMo there is either: (1) a balance of funds, otherwise unencumbered, to the credit of the appropriation to which the obligation contained herein is chargeable, and a cash balance otherwise unencumbered, in the Treasury, to the credit of the fund from which payment is to be made, each sufficient to meet the obligation contained herein; or (2) bonds or taxes have been authorized by vote of the people and there is a sufficient unencumbered amount of the bonds yet to be sold or of the taxes levied and yet to be collected to meet the obligation in case there is not a sufficient unencumbered cash balance in the treasury.

\_\_\_\_\_  
CITY ACCOUNTING OFFICER

## ATTACHMENT A

### SCOPE OF SERVICES

#### SOUTH MORLEY/BUSINESS 63 COST SHARE – BURKHART TO CARPENTER MOBERLY, MO

##### Background

This project is located along Morley Street, also known as Business 63, between Burkhart Street and Carpenter Street. The proposed improvements will widen the corridor to a three-lane section while also improving access management and will provide ADA compliant sidewalk connections within the project limits. The intersections of Burkhart Street, Woodland Avenue, Wightman Street, Logan Street, Lee Street, and Carpenter Street will be reconstructed in conjunction with the corridor improvements. This project is Segment A of the improvements recommended in the 2021 traffic study conducted along Morley Street between Rollins Street and Route M.

##### Scope of Services

The Engineer will perform the following tasks in relation to the project:

1. Data Collection and Surveys
  - 1.1. Project kickoff meeting at City offices and site visit. (assumes 2 attending)
  - 1.2. The Engineer shall perform the field survey of existing topography to create project base mapping including the following tasks:
    - 1.2.1. Research of existing survey deeds and horizontal and vertical control points.
    - 1.2.2. Set project horizontal and vertical control/benchmarks. Project control will be set using GPS technology.
    - 1.2.3. Field survey existing topographic features, including pavement edges, drainage structures, retaining walls, landscaping, private entrances, and other features to develop the project mapping.
    - 1.2.4. Field locate visible existing utilities in the project area. Includes call for field locates to MO One-Call and survey of marked underground utilities. Does not guarantee that utilities accurately locate their facilities.
    - 1.2.5. Develop project base mapping from field surveys.
    - 1.2.6. Perform additional survey as needed based on field check of base maps.
  - 1.3. SUBCONSULTANT shall perform the boundary surveys including the following tasks:
    - 1.3.1. Field locate and survey existing property corners.
    - 1.3.2. Establish existing Right-of-Way and adjacent property lines from plats, warranty deeds, recorded surveys to allow easement needs to be determined (assumes 50 tracts).
    - 1.3.3. Develop project base mapping from boundary surveys for property lines.
  - 1.4. Perform a field check of the base maps to check accuracy and appropriate level of detail for design purposes.
  - 1.5. SUBCONSULTANT coordination and contracting.
  - 1.6. Project administration, coordination, and invoicing.



## 2. Preliminary Design Services

- 2.1. Develop roadway alignment and geometry for Morley Street/Business 63 between Burkhart Street and Carpenter Street.
- 2.2. Develop roadway profile for Morley Street/Business 63 between Burkhart Street and Carpenter Street.
- 2.3. Develop side road alignments and profiles including the intersections of Burkhart Street, Woodland Avenue, Wightman Street, Logan Street, Lee Street, and Carpenter Street.
- 2.4. Develop driveway geometry and profiles (assumes 40 driveways).
- 2.5. Develop sidewalk geometry and curb ramps.
- 2.6. Develop inlet locations, drainage areas, and perform pipe design calculations and pipe profile development based on manning's equation via the use of spreadsheets based on APWA and City of Moberly Storm Water Ordinance criteria.
- 2.7. Develop preliminary plans for the proposed improvements. Construction drawings will be prepared on 22" x 34" size sheets. The scale shall be as determined to be appropriate but will likely be 1"=20'. The preliminary submittal is anticipated to include:
  - 2.7.1. Cover Sheet
  - 2.7.2. General Notes/Survey Control (1 sheet assumed)
  - 2.7.3. Typical Sections (2 sheets assumed)
  - 2.7.4. Roadway Plan and Profile Sheets (5 sheets assumed)
  - 2.7.5. Storm Sewer Profile Sheets (3 sheets assumed)
  - 2.7.6. Driveway Profiles (4 sheets assumed)
  - 2.7.7. Cross Sections (9 sheets assumed)
- 2.8. Calculate quantities, estimate of probable construction cost and tabulation of quantities.
- 2.9. Submit a PDF of preliminary plans to City and MoDOT.
- 2.10. Prepare and submit Request for Environmental Review (RER) to MoDOT.
- 2.11. Utility coordination:
  - 2.11.1. Create exhibits and plan set for utility coordination.
  - 2.11.2. Coordinate with each utility provided by One-Call tickets or by City on individual conflicts with proposed improvements (5 utilities assumed)
  - 2.11.3. Solicit and review relocation plan from impacted utilities.
- 2.12. Hold an open house for public comments to review plans and easement/right-of-way needs. Develop exhibits. (assumes 5 exhibits at 22"x34" size). (assumes 2 attending)
- 2.13. Hold a meeting at the City offices to review plans and utility conflicts, and public meeting comments. Compile and distribute minutes. (assumes 2 attending)
- 2.14. Internal QA/QC reviews.
- 2.15. Project administration, coordination, and invoicing.

## 3. Right of Way Design Services

- 3.1. Address comments from the City, MoDOT, and utility coordination meeting and develop right of way plans. The plans are anticipated to include:
  - 3.1.1. Cover Sheet
  - 3.1.2. General Notes/Survey Control (1 sheet assumed)
  - 3.1.3. Typical Sections (2 sheets assumed)

- 3.1.4. Right of Way/Easement Plan (3 sheets assumed)
  - 3.1.5. Roadway Plan and Profile Sheets (5 sheets assumed)
  - 3.1.6. Storm Sewer Profiles (3 sheets assumed)
  - 3.1.7. Driveway Profiles (4 sheets assumed)
  - 3.1.8. Cross Sections (9 sheets assumed)
  - 3.2. Develop permanent and temporary easement and right of way linework.
  - 3.3. Update and submit RER to MoDOT.
  - 3.4. Revise plans based on MoDOT Environmental Section review.
  - 3.5. Submit a PDF of right of way plans to City and MoDOT.
  - 3.6. Prepare LPA environmental documents and permits as required. (assumes Land Disturbance Permit and Section 106 Permit)
  - 3.7. The SUBCONSULTANT shall prepare right of way and easement documents including legal descriptions and exhibits as necessary. (assumes 50 tracts)
  - 3.8. Prepare A-Date request for City to submit to MoDOT.
  - 3.9. Internal QA/QC reviews.
  - 3.10. SUBCONSULTANT coordination.
  - 3.11. Project administration, coordination, and invoicing.
4. Final Design Services
- 4.1. Address comments from the City and MoDOT and develop final plans. The plans are anticipated to include:
    - 4.1.1. Cover Sheet
    - 4.1.2. General Notes/Survey Control (1 sheet assumed)
    - 4.1.3. Coordinate Points (1 sheet assumed)
    - 4.1.4. Typical Sections (2 sheets assumed)
    - 4.1.5. Construction Details (2 sheets assumed)
    - 4.1.6. Right of Way/Easement Plan (3 sheets assumed)
    - 4.1.7. Demolition Plans (3 sheets assumed)
    - 4.1.8. Roadway Plan and Profile Sheets (5 sheets assumed)
    - 4.1.9. Intersection Details (10 sheets assumed)
    - 4.1.10. Storm Sewer Profiles (3 sheets assumed)
    - 4.1.11. Driveway Profiles (4 sheets assumed)
    - 4.1.12. Sidewalk Ramp Details (4 sheets assumed)
    - 4.1.13. Erosion Control Plan (3 sheets assumed)
    - 4.1.14. Construction Sequence (1 sheet assumed)
    - 4.1.15. Traffic Control Plan (3 sheets assumed)
    - 4.1.16. Traffic Control Details (1 sheet assumed)
    - 4.1.17. Detour Plan (1 sheet assumed)
    - 4.1.18. Signing and Pavement Marking Plan (4 sheets assumed)
    - 4.1.19. Cross Sections (9 sheets assumed)
  - 4.2. Calculate quantities, estimate of probable cost and tabulation of quantities.
  - 4.3. Develop job special provisions and front end documents. Assumes the use of MoDOT standard specifications and bidding documents edited by the Engineer.

- 4.4. Submit plans, specifications and bid documents to the City and MoDOT. Provide the plans in PDF format and specifications in PDF and Microsoft Word format.
  - 4.5. Hold a meeting at the City offices to review plans, specifications and cost estimates. Compile and distribute minutes. (assumes 2 attending)
  - 4.6. Utility coordination:
    - 4.6.1. Create exhibits and plan set for utility coordination.
    - 4.6.2. Coordinate with each utility provided by One-Call tickets or by City on individual conflicts with proposed improvements (5 utilities assumed)
    - 4.6.3. Solicit and review relocation plan from impacted utilities.
  - 4.7. Revise documents to incorporate modifications from negotiations with property owners and review comments from utilities, MoDOT, and the City.
  - 4.8. Submit final signed and sealed plans to the City and MoDOT. The plans will be submitted as PDFs.
  - 4.9. Internal QA/QC reviews.
  - 4.10. Project administration, coordination, and invoicing.
5. Bidding Phase Services
- 5.1. Request authority to advertise from MoDOT.
  - 5.2. Assist the City with advertising the Advertisement for Bids in local newspaper. The City is to pay for all advertising fees.
  - 5.3. Administer the distribution of bidding documents to prospective bidders. Engineer will use a print shop such as American Document Solutions of Columbia, Missouri, to print and ship documents and send out addenda. Engineer will not sell documents or provide refunds for returned documents.
  - 5.4. Address bidder questions regarding the plans and contract documents.
  - 5.5. Conduct prebid meeting. Compile and distribute minutes. (assumes 2 attending)
  - 5.6. Prepare and issue addenda and provide supplemental information or clarification, as appropriate, to interpret, clarify or expand the bidding documents to all prospective bidders during the bidding process. (assumes 1 addendum)
  - 5.7. Facilitate bid opening, prepare the bid tabulation sheets, assist the City in evaluating the bids and the contract award. (assumes 2 attending)
  - 5.8. Submit request for concurrence in award to MoDOT.
  - 5.9. Assist the City with executing the construction contract between the City and awarded Contractor.
  - 5.10. Project administration, coordination, and invoicing.
6. Construction Phase Services
- 6.1. Conduct preconstruction conference. Compile and distribute meeting minutes. (assumes 3 attending)
  - 6.2. Submittal and shop drawing reviews.
  - 6.3. Provide construction contract administration, coordination, and documentation per MoDOT LPA requirements. (assumes 28 weeks duration, 8 hours per week)

- 6.4. Provide full time Resident Project Representative per MoDOT LPA requirements. (assumes 28 week duration, 40 hours per week including travel time, plus 10% overtime)
- 6.5. Monthly on-site progress meetings and quality assurance review. (assumes 8 meetings/trips throughout project duration)
- 6.6. Subconsultant to perform material testing per MoDOT LPA requirements.
- 6.7. Office assistance with plan/specification clarifications during construction.
- 6.8. Conduct final walkthrough with City, MoDOT, and Contractor. (assumes 3 attending)
- 6.9. Assist the City in project closeout per MoDOT LPA requirements.
- 6.10. Provide bi-monthly project updates to the City during construction.
- 6.11. Project administration, coordination, and invoicing.

#### Services Not Included

1. Geotechnical investigation.
2. Lighting design services.
3. Unforeseen permitting fees not included in the scope of work.
4. Appraisal services.
5. Easement and right of way acquisition services.
6. Attendance of meeting in excess of those included in the scope of work.
7. Additional hard copies of documents beyond what is listed in this scope of work.
8. Rebidding of project for any reason including costs exceeding the available budget.
9. Staking or survey during construction.
10. As-built or record drawings.
11. Services resulting from significant changes in the scope, extent, or character of the project.
12. Serving as a Consultant or witness for the Client in any litigation, arbitration, condemnation and/or other dispute resolution process related to the project.

PROJECT FEE ESTIMATING SHEET																
Agreement for South Morley/Business 63 Cost Share - Burkhart to Carpenter Moberly, MO																
Tasks			Staff Hours									Labor Costs	Other Direct Costs		Task Total Cost	
			Eng. VI	Eng. III	Eng. I	Eng. Tech II	Surv. VIII	Surv. Tech VI	Surv. Tech II	CET IX	CE Tech III		Adm. Tech IV	Item		Cost
			\$50.00	\$40.00	\$33.00	\$30.00	\$53.00	\$33.00	\$25.00	\$50.00	\$33.00		\$22.00			
1.	DATA COLLECTION AND SURVEYS		\$57,044.34													
	1.1	Project kickoff meeting at City offices and site visit. (assumes 2 attending)	8	8									\$720.00	Mileage	\$100.00	
	1.2	The Engineer shall perform the field survey of existing topography to create project base mapping including the following tasks:											\$0.00			
	1.2.1	Research of existing survey deeds and horizontal and vertical control points.					8	4	2				\$606.00			
	1.2.2	Set project horizontal and vertical control/benchmarks. Project control will be set using GPS technology.					4	24	24				\$1,604.00	Mileage, Per Diem, GPS Equipment	\$1,200.00	
	1.2.3	Field survey existing topographic features, including pavement edges, drainage structures, retaining walls, landscaping, private entrances and other features to develop the project mapping.					8	40	40				\$2,744.00	Mileage, Per Diem, GPS Equipment	\$1,650.00	
	1.2.4	Field locate visible existing utilities in the project area. Includes call for field locates to MO One-Call and survey of marked underground utilities. Does not guarantee that utilities accurately locate their facilities.					4	20	20				\$1,372.00	Mileage, Per Diem, GPS Equipment	\$800.00	
	1.2.5	Develop project base mapping from field surveys.					6		30				\$1,068.00			
	1.2.6	Perform additional survey as needed based on field check of base maps.					2	10	14				\$786.00	Mileage, Per Diem, GPS Equipment	\$440.00	
	1.3	SUBCONSULTANT shall perform the boundary surveys including the following tasks:											\$0.00	CDI	\$19,222.92	
	1.3.1	Field locate and survey existing property corners.											\$0.00			
	1.3.2	Establish existing Right-of-Way and adjacent property lines from plats, warranty deeds, recorded surveys to allow easement needs to be determined (assumes 50 tracts).											\$0.00			
	1.3.3	Develop project base mapping from boundary surveys for property lines.											\$0.00			
	1.4	Perform a field check of the base maps to check accuracy and appropriate level of detail for design purposes.		8	8								\$584.00	Prints, Mileage	\$120.00	
	1.5	SUBCONSULTANT coordination and contracting.	2	8									\$420.00			
	1.6	Project administration, coordination, and invoicing.	4	4							2		\$404.00			
													Sub-Total Labor Cost	\$10,308.00	Total Expenses	\$23,532.92
													Overhead	187.70%	\$19,348.12	
													Fixed Fee	13.00%	\$3,855.30	
													Total Labor Cost	\$33,511.42		
2.	PRELIMINARY DESIGN SERVICES		\$97,466.68													
	2.1	Develop roadway alignment and geometry for Morley Street/ Business 63 between Burkhart Street and Carpenter Street.	1	4	8								\$474.00			
	2.2	Develop roadway profile for Morley Street/Business 63 between Burkhart Street and Carpenter Street.	2	8	16								\$948.00			
	2.3	Develop side road alignments and profiles including the intersections of Burkhart Street, Woodland Avenue, Wightman Street, Logan Street, Lee Street, and Carpenter Street.	8	24	40								\$2,680.00			
	2.4	Develop driveway geometry and profiles (assumes 40 driveways).	6	32	80								\$4,220.00			
	2.5	Develop sidewalk geometry and curb ramps.	4	24	40								\$2,480.00			
	2.6	Develop inlet locations, drainage areas, and perform pipe design calculations and pipe profile development based on manning's equation via the use of spreadsheets based on APWA and City of Moberly Storm Water Ordinance criteria.	4	16	60								\$2,820.00			
	2.7	Develop preliminary plans for the proposed improvements. Construction drawings will be prepared on 22" x 34" size sheets. The scale shall be as determined to be appropriate but will likely be 1"=20'. The preliminary submittal is anticipated to include:											\$0.00			
	2.7.1	Cover Sheet		1	2	2							\$166.00			
	2.7.2	General Notes/Survey Control (1 sheet assumed)	1	2	4	8							\$502.00			
	2.7.3	Typical Sections (2 sheets assumed)	1	4	8	12							\$834.00			
	2.7.4	Roadway Plan and Profile Sheets (5 sheets assumed)	2	16	32	40							\$2,996.00			
	2.7.5	Storm Sewer Profile Sheets (3 sheets assumed)	2	8	16	24	81						\$1,668.00			
	2.7.6	Driveway Profiles (4 sheets assumed)	1	8	16	32							\$1,858.00			



Tasks		Staff Hours										Labor Costs	Other Direct Costs		Task Total Cost
		Eng. VI	Eng. III	Eng. I	Eng. Tech II	Surv. VIII	Surv. Tech VI	Surv. Tech II	CET IX	CE Tech III	Adm. Tech IV		Item	Cost	
		\$50.00	\$40.00	\$33.00	\$30.00	\$53.00	\$33.00	\$25.00	\$50.00	\$33.00	\$22.00				
	2.7.7 Cross Sections (9 sheets assumed)	1	4	12	16							\$1,086.00			
	2.8 Calculate quantities, estimate of probable construction cost and tabulation of quantities.	2	6	16	16							\$1,348.00			
	2.9 Submit a PDF of preliminary plans to City and MoDOT.	1	2	4								\$262.00			
	2.10 Prepare and submit Request for Environmental Review (RER) to MoDOT.		2	2								\$146.00			
	2.11 Utility coordination:											\$0.00			
	2.11.1 Create exhibits and plan set for utility coordination.	1	4	16								\$738.00			
	2.11.2 Coordinate with each utility provided by One-Call tickets or by City on individual conflicts with proposed improvements (5 utilities assumed)	2	20	10								\$1,230.00			
	2.11.3 Solicit and review relocation plan from impacted utilities.		10	10								\$730.00			
	2.12 Hold an open house for public comments to review plans and easement/right-of-way needs. Develop exhibits. (assumes 5 exhibits at 22"x34" size). (assumes 2 attending)	6	6	24								\$1,332.00	Prints, mileage	\$200.00	
	2.13 Hold a meeting at the City offices to review plans and utility conflicts, and public meeting comments. Compile and distribute minutes. (assumes 2 attending)	4	4									\$360.00	Prints, mileage	\$120.00	
	2.14 Internal QA/QC reviews.	12										\$600.00			
	2.15 Project administration, coordination, and invoicing.	4	4								2	\$404.00			
												Sub-Total Labor Cost	\$29,882.00	Total Expenses	\$320.00
												Overhead	187.70%	\$56,088.51	
												Fixed Fee	13.00%	\$11,176.17	
												Total Labor Cost		\$97,146.68	
3.	RIGHT OF WAY DESIGN SERVICES	\$62,088.51													
	3.1 Address comments from the City, MoDOT, and utility companies and develop right of way plans. The plans are anticipated to include:											\$0.00			
	3.1.1 Cover Sheet		1	1	1							\$103.00			
	3.1.2 General Notes/Survey Control (1 sheet assumed)		1	2	2							\$166.00			
	3.1.3 Typical Sections (2 sheets assumed)		2	4	4							\$332.00			
	3.1.4 Right of Way/Easement Plan (3 sheets assumed)	1	4	16	16							\$1,218.00			
	3.1.5 Roadway Plan and Profile Sheets (5 sheets assumed)	1	4	12	16							\$1,086.00			
	3.1.6 Storm Sewer Profiles (3 sheets assumed)	1	4	8	16							\$954.00			
	3.1.7 Driveway Profiles (4 sheets assumed)		4	8	8							\$664.00			
	3.1.8 Cross Sections (9 sheets assumed)		4	8	8							\$664.00			
	3.2 Develop premanent and temporary easement and right of way linework.	1	4	24								\$1,002.00			
	3.3 Update and submit RER to MoDOT.		2	2								\$146.00			
	3.4 Revise plans based on MoDOT Environmental Section review.	1	4	8								\$474.00			
	3.5 Submit a PDF of right of way plans to City and MoDOT.		1	1								\$73.00			
	3.6 Prepare LPA environmental documents and permits as required. (assumes Land Disturbance Permit and Section 106 Permit)	2	8	16								\$948.00			
	3.7 The SUBCONSULTANT shall prepare right of way and easement documents including legal descriptions and exhibits as necessary. (assumes 50 tracts)											\$0.00	CDI	\$33,700.70	
	3.8 Prepare A-Date request for City to submit to MoDOT.		4									\$160.00			
	3.9 Internal QA/QC reviews.	4										\$200.00			
	3.10 SUBCONSULTANT coordination.	2	6									\$340.00			
	3.11 Project administration, coordination, and invoicing.	2	2								1	\$202.00			
												Sub-Total Labor Cost	\$8,732.00	Total Expenses	\$33,700.70
												Overhead	187.70%	\$16,389.96	
												Fixed Fee	13.00%	\$3,265.85	
												Total Labor Cost		\$28,387.81	

Tasks		Staff Hours										Labor Costs	Other Direct Costs		Task Total Cost		
		Eng. VI	Eng. III	Eng. I	Eng. Tech II	Surv. VIII	Surv. Tech VI	Surv. Tech II	CET IX	CE Tech III	Adm. Tech IV		Item	Cost			
		\$50.00	\$40.00	\$33.00	\$30.00	\$53.00	\$33.00	\$25.00	\$50.00	\$33.00	\$22.00						
4.	FINAL DESIGN SERVICES	\$117,958.86															
	4.1	Address comments from the City and MoDOT and develop final plans. The plans are anticipated to include:											\$0.00				
	4.1.1	Cover Sheet		1	1	1							\$103.00				
	4.1.2	General Notes/Survey Control (1 sheet assumed)	1	1	2	2							\$216.00				
	4.1.3	Coordinate Points (1 sheet assumed)	2	4	4	4							\$512.00				
	4.1.4	Typical Sections (2 sheets assumed)	1	4	12	16							\$1,086.00				
	4.1.5	Construction Details (2 sheets assumed)	2	16	24	24							\$2,252.00				
	4.1.6	Right of Way/Easement Plan (3 sheets assumed)	1	4	8	12							\$834.00				
	4.1.7	Demolition Plans (3 sheets assumed)	1	8	16	16							\$1,378.00				
	4.1.8	Roadway Plan and Profile Sheets (5 sheets assumed)	2	12	40	40							\$3,100.00				
	4.1.9	Intersection Details (5 sheets assumed)	4	24	40	40							\$3,680.00				
	4.1.10	Storm Sewer Profiles (3 sheets assumed)	1	4	24	12							\$1,362.00				
	4.1.11	Driveway Profiles (4 sheets assumed)	1	4	8	12							\$834.00				
	4.1.12	Sidewalk Ramp Details (4 sheets assumed)	1	4	12	24							\$1,326.00				
	4.1.13	Erosion Control Plan (3 sheets assumed)	1	4	8	12							\$834.00				
	4.1.14	Construction Sequence (1 sheet assumed)	1	8	12	16							\$1,246.00				
	4.1.15	Traffic Control Plan (3 sheets assumed)	2	8	16	24							\$1,668.00				
	4.1.16	Traffic Control Details (1 sheet assumed)	1	2	8	8							\$634.00				
	4.1.17	Detour Plan (1 sheet assumed)	1	2	8	12							\$754.00				
	4.1.18	Signing and Pavement Marking Plan (4 sheets assumed)	1	4	16	16							\$1,218.00				
	4.1.19	Cross Sections (9 sheets assumed)	1	8	16	16							\$1,378.00				
	4.2	Calculate quantities, estimate of probable cost and tabulation of quantities.	4	16	32	32							\$2,856.00				
	4.3	Develop job special provisions and front end documents. Assumes the use of MoDOT standard specifications and bidding documents edited by the Engineer.		24	40								\$2,280.00				
	4.4	Submit plans, specifications and bid documents to the City and MoDOT. Provide the plans in PDF format and specifications in PDF and Microsoft Word format.		8	16								\$848.00				
	4.5	Hold a meeting at the City offices to review plans, specifications and cost estimates. Compile and distribute minutes. (assumes 2 attending)	4	4									\$360.00	Mileage	\$100.00		
	4.6	Utility coordination:											\$0.00				
	4.6.1	Create exhibits and plan set for utility coordination.	1	4	8								\$474.00				
	4.6.2	Coordinate with each utility provided by One-Call tickets or by City on individual conflicts with proposed improvements (5 utilities assumed)	2	12	8								\$844.00				
	4.6.3	Solicit and review relocation plan from impacted utilities.		4	8								\$424.00				
	4.7	Revise documents to incorporate modifications from negotiations with property owners and review comments from utilities, MoDOT, and the City.	4	16	32	32							\$2,856.00				
	4.8	Submit final signed and sealed plans to the City and MoDOT. The plans will be submitted as PDFs.		4	4								\$292.00				
	4.9	Internal QA/QC reviews.	4										\$200.00				
	4.10	Project administration, coordination, and invoicing.	4	4							2		\$404.00				
												Sub-Total Labor Cost	\$36,253.00	Total Expenses	\$100.00		
												Overhead	187.70%	\$68,046.88			
												Fixed Fee	13.00%	\$13,558.98			
												Total Labor Cost		\$117,858.86			

Tasks		Staff Hours										Labor Costs	Other Direct Costs		Task Total Cost	
		Eng. VI	Eng. III	Eng. I	Eng. Tech II	Surv. VIII	Surv. Tech VI	Surv. Tech II	CET IX	CE Tech III	Adm. Tech IV		Item	Cost		
		\$50.00	\$40.00	\$33.00	\$30.00	\$53.00	\$33.00	\$25.00	\$50.00	\$33.00	\$22.00					
5.	BIDDING PHASE SERVICES	\$12,709.89														
5.1		Request authority to advertise from MoDOT.		1									\$40.00			
5.2		Assist the City with advertising the Advertisement for Bids in local newspaper. The City is to pay for all advertising fees.		2									\$80.00			
5.3		Administer the distribution of bidding documents to prospective bidders. Engineer will use a print shop such as American Document Solutions of Columbia, Missouri, to print and ship documents and send out addenda. Engineer will not sell documents or provide refunds for returned documents.		2									\$80.00			
5.4		Address bidder questions regarding the plans and contract documents.	2	8	8								\$684.00			
5.5		Conduct prebid meeting. Compile and distribute minutes. (assumes 2 attending)	6	6	1								\$573.00	Mileage	\$100.00	
5.6		Prepare and issue addenda and provide supplemental information or clarification, as appropriate, to interpret, clarify or expand the bidding documents to all prospective bidders during the bidding process. (assumes 1 addendum)	4	8	12								\$916.00			
5.7		Facilitate bid opening, prepare the bid tabulation sheets, assist the City in evaluating the bids and the contract award. (assumes 2 attending)	4	4	1								\$393.00	Mileage	\$100.00	
5.8		Submit request for concurrence in award to MoDOT.		4									\$160.00			
5.9		Assist the City with executing the construction contract between the City and awarded Contractor.	8	8									\$720.00			
5.10		Project administration, coordination, and invoicing.	2	2								1	\$202.00			
												Sub-Total Labor Cost	\$3,848.00	Total Expenses	\$200.00	
												Overhead	187.70%	\$7,222.70		
												Fixed Fee	13.00%	\$1,439.19		
												Total Labor Cost	\$12,509.89			
6.	CONSTRUCTION PHASE SERVICES	\$248,384.44														
6.1		Conduct preconstruction conference. Compile and distribute meeting minutes. (assumes 3 attending)	6	6						6			\$840.00	Prints, Mileage	\$120.00	
6.2		Submittal and shop drawing reviews.	4	24						40			\$3,160.00			
6.3		Provide construction contract administration, coordination, and documentation per MoDOT LPA requirements. (assumes 28 weeks duration, 8 hours per week)								224			\$11,200.00			
6.4		Provide full time Resident Project Representative per MoDOT LPA requirements. (assumes 28 week duration, 40 hours per week including travel time, plus 10% overtime)									1232		\$40,656.00	Mileage	\$14,000.00	
6.5		Monthly on-site progress meetings and quality assurance reviews. (assumes 8 meetings/trips throughout project duration)	32	32						48			\$5,280.00	Mileage	\$800.00	
6.6		Subconsultant to perform material testing per MoDOT LPA requirements.											\$0.00	Material Testing	\$5,000.00	
6.7		Office assistance with plan/specification clarifications during construction.	24	60	40								\$4,920.00			
6.8		Conduct final walkthrough with City, MoDOT, and Contractor. (assumes 3 attending)		6						6	6		\$738.00	Prints, Mileage	\$120.00	
6.9		Assist the City in project closeout per MoDOT LPA requirements.		6						16			\$1,040.00			
6.10		Provide bi-monthly project updates to the City during construction.		8						24			\$1,520.00			
6.11	Project administration, coordination, and invoicing.	6	6						6		2	\$884.00				
												Sub-Total Labor Cost	\$70,238.00	Total Expenses	\$20,040.00	
												Overhead	187.70%	\$131,836.73		
												Fixed Fee	13.00%	\$26,269.71		
												Total Labor Cost	\$228,344.44			
Grand Total \$595,652.72																

## ATTACHMENT C

### CERTIFICATION REGARDING DEBARMENT, SUSPENSION, AND OTHER RESPONSIBILITY MATTERS - PRIMARY COVERED TRANSACTIONS

#### INSTRUCTIONS FOR CERTIFICATION

1. By signing and submitting this proposal, the prospective primary participant is providing the certification set out below.
2. The inability of a person to provide the certification required below will not necessarily result in denial of participation in this covered transaction. The prospective participant shall submit an explanation of why it cannot provide the certification set out below. The certification or explanation will be considered in connection with the department or agency's determination whether to enter into this transaction. However, failure of the prospective primary participant to furnish a certification or an explanation shall disqualify such person from participation in this transaction.
3. The certification in this clause is a material representation of fact upon which reliance was placed when the department or agency determined to enter into this transaction. If it is later determined that the prospective primary participant knowingly rendered an erroneous certification in addition to other remedies available to the Federal Government, the department or agency may terminate this transaction for cause of default.
4. The prospective primary participant shall provide immediate written notice to the department or agency to whom this proposal is submitted if at any time the prospective primary participant learns that its certification was erroneous when submitted or has become erroneous by reason of changed circumstances.
5. The terms "covered transaction," "debarred," "suspended," "ineligible," "lower tier covered transaction," "participant," "person," "primary covered transaction," "principal," "proposal," and "voluntarily excluded," "proposal" and "voluntarily excluded," as used in this clause, have the meanings set out in the Definitions and Coverage sections of the rules implementing Executive Order 12549. You may contact the department or agency to which this proposal is being submitted for assistance in obtaining a copy of those regulations.
6. The prospective primary participant agrees by submitting this proposal that, should the proposed covered transaction be entered into, it shall not knowingly enter into any lower tier covered transaction with a person who is debarred, suspended, declared ineligible, or voluntarily excluded from participation in this covered transaction, unless authorized by the department or agency entering into this transaction.
7. The prospective primary participant further agrees by submitting this proposal that it will include the clause titled "Certification Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion-- Lower Tier Covered Transaction" provided by the department or agency entering into this covered transaction, without modification, in all lower tier covered transactions and in all solicitations for lower tier covered transactions.
8. A participant in a covered transaction may rely upon a certification of a prospective participant in a lower tier covered transaction that it is not debarred, suspended, ineligible, or voluntarily excluded from the covered transaction, unless it knows that the certification is erroneous. A participant may decide the

method and frequency by which it determines the eligibility of its principals. Each participant may, but is not required to check the Nonprocurement List at the Excluded Parties List System.

<https://www.epls.gov/eplsearch.do?page=A&status=current&agency=69#A>.

9. Nothing contained in the foregoing shall be construed to require establishment of a system of records in order to render in good faith the certification required by this clause. The knowledge and information of a participant is not required to exceed that which is normally possessed by a prudent person in the ordinary course of business dealings.
10. Except for transactions authorized under paragraph 6 of these instructions, if a participant in a covered transaction knowingly enters into a lower tier covered transaction with a person who is suspended, debarred, ineligible, or voluntarily excluded from participation in this transaction, in addition to other remedies available to the Federal Government, the department or agency may terminate this transaction for cause or default.

#### **Certification Regarding Debarment, Suspension, and Other Responsibility Matters -Primary Covered Transactions**

1. The prospective primary participant certifies to the best of its knowledge and belief, that it and its principals:
  - a. Are not presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from covered transactions by any Federal department or agency;
  - b. Have not within a three-year period preceding this proposal been convicted of or had a civil judgment rendered against them for commission of fraud or a criminal offense in connection with obtaining, attempting to obtain or performing a public (Federal, State or local) transaction or contract under a public transaction; violation of Federal or State antitrust statutes or commission of embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements, or receiving stolen property;
  - c. Are not presently indicted for or otherwise criminally or civilly charged by a governmental entity (Federal, State or local) with commission of any of the offenses enumerated in paragraph (1)(b) of this certification; and
  - d. Have not within a three-year period preceding this application/proposal had one or more public transactions (Federal, State or local) terminated for cause or default.
2. Where the prospective primary participant is unable to certify to any of the statements in this certification, such prospective participant shall attach an explanation to this proposal.



## ATTACHMENT D

**CERTIFICATION REGARDING DEBARMENT, SUSPENSION, INELIGIBILITY AND  
VOLUNTARY EXCLUSION--LOWER TIER COVERED TRANSACTIONS**

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**INSTRUCTIONS FOR CERTIFICATION**

1. By signing and submitting this proposal, the prospective lower tier participant is providing the certification set out below.
2. The certification in this clause is a material representation of fact upon which reliance was placed when this transaction was entered into. If it is later determined that the prospective lower tier participant knowingly rendered an erroneous certification, in addition to other remedies available to the Federal Government, the department or agency with which this transaction originated may pursue available remedies, including suspension and/or debarment.
3. The prospective lower tier participant shall provide immediate written notice to the person to which this proposal is submitted if at any time the prospective lower tier participant learns that its certification was erroneous when submitted or has become erroneous by reason of changed circumstances.
4. The terms "covered transaction," "debarred," "suspended," "ineligible," "lower tier covered transaction," "participant," "person," "primary covered transaction," "principal," "proposal," and "voluntarily excluded," as used in this clause, have the meanings set out in the Definitions and Coverage sections of rules implementing Executive Order 12549. You may contact the person to which this proposal is submitted for assistance in obtaining a copy of those regulations.
5. The prospective lower tier participant agrees by submitting this proposal that, should the proposed covered transaction with a person who is debarred, suspended, declared ineligible, or voluntarily excluded from participation in this covered transaction, unless authorized by the department or agency with which this transaction originated.
6. The prospective lower tier participant further agrees by submitting this proposal that it will include this clause titled "Certification Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion--Lower Tier Covered Transaction," without modification, in all lower tier covered transactions and in all solicitations for lower tier covered transactions.
7. A participant in a covered transaction may rely upon a certification of a prospective participant in a lower tier covered transaction that it is not debarred, suspended, ineligible, or voluntarily excluded from the covered transaction, unless it knows that the certification is erroneous. A participant may decide the method and frequency by which it determines the eligibility of its principals. Each participant may, but is not required to, check the Nonprocurement List at the Excluded Parties List System.  
<https://www.epls.gov/eplsearch.do?page=A&status=current&agency=69#A>.
8. Nothing contained in the foregoing shall be construed to require establishment of a system of records in order to render in good faith the certification required by this clause. The knowledge and information of a participant is not required to exceed that which normally possessed by a prudent person in the ordinary course of business dealings.
9. Except for transactions authorized under paragraph 5 of these instructions, if a participant in a covered transaction knowingly enters into a lower tier covered transaction with a person who is suspended,

debarred, ineligible, or voluntarily excluded from participation in this transaction, in addition to other remedies available to the Federal Government, the department or agency with which this transaction originated may pursue available remedies, including suspension and/or debarment.

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

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

## Attachment E

### Disadvantage Business Enterprise Contract Provisions

1. Policy: It is the policy of the U.S. Department of Transportation and the Local Agency that businesses owned by socially and economically disadvantaged individuals (DBE's) as defined in 49 C.F.R. Part 26 have the maximum opportunity to participate in the performance of contracts financed in whole or in part with federal funds. Thus, the requirements of 49 C.F.R. Part 26 and Section 1101(b) of the Transportation Equity Act for the 21st Century (TEA-21) apply to this Agreement.

2. Obligation of the Engineer to DBE's: The Engineer agrees to assure that DBEs have the maximum opportunity to participate in the performance of this Agreement and any subconsultant agreement financed in whole or in part with federal funds. In this regard the Engineer shall take all necessary and reasonable steps to assure that DBEs have the maximum opportunity to compete for and perform services. The Engineer shall not discriminate on the basis of race, color, religion, creed, disability, sex, age, or national origin in the performance of this Agreement or in the award of any subsequent subconsultant agreement.

3. Geographic Area for Solicitation of DBEs: The Engineer shall seek DBEs in the same geographic area in which the solicitation for other subconsultants is made. If the Engineer cannot meet the DBE goal using DBEs from that geographic area, the Engineer shall, as a part of the effort to meet the goal, expand the search to a reasonably wider geographic area.

4. Determination of Participation Toward Meeting the DBE Goal: DBE participation shall be counted toward meeting the goal as follows:

A. Once a firm is determined to be a certified DBE, the total dollar value of the subconsultant agreement awarded to that DBE is counted toward the DBE goal set forth above.

B. The Engineer may count toward the DBE goal a portion of the total dollar value of a subconsultant agreement with a joint venture eligible under the DBE standards, equal to the percentage of the ownership and control of the DBE partner in the joint venture.

C. The Engineer may count toward the DBE goal expenditures to DBEs who perform a commercially useful function in the completion of services required in this Agreement. A DBE is considered to perform a commercially useful function when the DBE is responsible for the execution of a distinct element of the services specified in the Agreement and the carrying out of those responsibilities by actually performing, managing and supervising the services involved and providing the desired product.

D. A Engineer may count toward the DBE goal its expenditures to DBE firms consisting of fees or commissions charged for providing a bona fide service, such as professional, technical, consultant, or managerial services and assistance in the procurement of essential personnel, facilities, equipment, materials or supplies required for the performance of this Agreement, provided that the fee or commission is determined by MoDOT's External Civil Rights Division to be reasonable and not excessive as compared with fees customarily allowed for similar services.

E. The Engineer is encouraged to use the services of banks owned and controlled by socially and economically disadvantaged individuals.

5. Replacement of DBE Subconsultants: The Engineer shall make good faith efforts to replace a DBE Subconsultant, who is unable to perform satisfactorily, with another DBE Subconsultant. Replacement firms must be approved by MoDOT's External Civil Rights Division.

6. Verification of DBE Participation: Prior to final payment by the Local Agency, the Engineer shall file a list with the Local Agency showing the DBEs used and the services performed. The list shall show the actual dollar amount paid to each DBE that is applicable to the percentage participation established in this Agreement. Failure on the part of the Engineer to achieve the DBE participation specified in this Agreement may result in sanctions being imposed on the Commission for noncompliance with 49 C.F.R. Part 26 and/or Section 1101(b) of TEA-21. If the total DBE participation is less than the goal amount stated by the MoDOT's External Civil Rights Division, liquidated damages may be assessed to the Engineer.

Therefore, in order to liquidate such damages, the monetary difference between the amount of the DBE goal dollar amount and the amount actually paid to the DBEs for performing a commercially useful function will be deducted from the Engineer's payments as liquidated damages. If this Agreement is awarded with less than the goal amount stated above by MoDOT's External Civil Rights Division, that lesser amount shall become the goal amount and shall be used to determine liquidated damages. No such deduction will be made when, for reasons beyond the control of the Engineer, the DBE goal amount is not met.

7. Documentation of Good Faith Efforts to Meet the DBE Goal: The Agreement goal is established by MoDOT's External Civil Rights Division. The Engineer must document the good faith efforts it made to achieve that DBE goal, if the agreed percentage specified is less than the percentage stated. The Good Faith Efforts documentation shall illustrate reasonable efforts to obtain DBE Participation. Good faith efforts to meet this DBE goal amount may include such items as, but are not limited to, the following:

A. Attended a meeting scheduled by the Department to inform DBEs of contracting or consulting opportunities.

B. Advertised in general circulation trade association and socially and economically disadvantaged business directed media concerning DBE subcontracting opportunities.

C. Provided written notices to a reasonable number of specific DBEs that their interest in a subconsultant agreement is solicited in sufficient time to allow the DBEs to participate effectively.

D. Followed up on initial solicitations of interest by contacting DBEs to determine with certainty whether the DBEs were interested in subconsulting work for this Agreement.

E. Selected portions of the services to be performed by DBEs in order to increase the likelihood of meeting the DBE goal (including, where appropriate, breaking down subconsultant agreements into economically feasible units to facilitate DBE participation).

F. Provided interested DBEs with adequate information about plans, specifications and requirements of this Agreement.

G. Negotiated in good faith with interested DBEs, and not rejecting DBEs as unqualified without sound reasons, based on a thorough investigation of their capabilities.

H. Made efforts to assist interested DBEs in obtaining any bonding, lines of credit or insurance required by the Commission or by the Engineer.

I. Made effective use of the services of available disadvantaged business organizations, minority contractors' groups, disadvantaged business assistance offices, and other organizations that provide assistance in the recruitment and placement of DBE firms.

8. Good Faith Efforts to Obtain DBE Participation: If the Engineer's agreed DBE goal amount as specified is less than the established DBE goal given, then the Engineer certifies that good faith efforts were taken by Engineer in an attempt to obtain the level of DBE participation set by MoDOT's External Civil Rights.



**Attachment F – Fig. 136.4.15**  
**Conflict of Interest Disclosure Form for LPA/Consultants**  
 Local Federal-aid Transportation Projects

**Firm Name (Consultant):** Bartlett & West, Inc.

**Project Owner (LPA):** City of Moberly, MO

**Project Name:** South Morley/Business 63 Cost Share – Burkhardt to Carpenter

**Project Number:** JNE0002

As the LPA and/or consultant for the above local federal-aid transportation project, I have:

1. Reviewed the conflict of interest information found in Missouri's Local Public Agency Manual (EPG 136.4)
2. Reviewed the Conflict of Interest laws, including 23 CFR § 1.33, 49 CFR 18.36.

And, to the best of my knowledge, determined that, for myself, any owner, partner or employee, with my firm or any of my sub-consulting firms providing services for this project, including family members and personal interests of the above persons, there are:

☒ No real or potential conflicts of interest  
 If no conflicts have been identified, complete and sign this form and submit to LPA

☐ Real conflicts of interest or the potential for conflicts of interest  
 If a real or potential conflict has been identified, describe on an attached sheet the nature of the conflict, and provide a detailed description of Consultant's proposed mitigation measures (if possible). Complete and sign this form and send it, along with all attachments, to the appropriate MoDOT District Representative, along with the executed engineering services contract.

LPA

Consultant : Bartlett & West, Inc.

Printed Name: \_\_\_\_\_

Printed Name: Todd Kempker

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

Signature: Todd Kempker

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

Date: 3/2/2023

# City of Moberly

## City Council Agenda Summary

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

Department: Public Works

Date: April 17, 2023

WS #6.

**Agenda Item:** Receipt of bids for a three-sided glass recycle bunker at the WM transfer station on Martin Ln.

**Summary:** We advertised for a three-sided bunker to store recycled glass. We received 1 bid for. Attached are the advertisement, bid opening.

**Recommended Action:** Direct Staff to bring forward to the May 1, 2023 regular City Council meeting for final approval.

**Fund Name:** N/A

**Account Number:** N/A

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

### ATTACHMENTS:

<input type="checkbox"/> Memo	<input type="checkbox"/> Council Minutes
<input type="checkbox"/> Staff Report	<input type="checkbox"/> Proposed Ordinance
<input type="checkbox"/> Correspondence	<input type="checkbox"/> Proposed Resolution
<input checked="" type="checkbox"/> Bid Tabulation	<input type="checkbox"/> Attorney's Report
<input type="checkbox"/> P/C Recommendation	<input type="checkbox"/> Petition
<input type="checkbox"/> P/C Minutes	<input type="checkbox"/> Contract
<input type="checkbox"/> Application	<input type="checkbox"/> Budget Amendment
<input type="checkbox"/> Citizen	<input type="checkbox"/> Legal Notice
<input type="checkbox"/> Consultant Report	<input type="checkbox"/> Other _____

### Roll Call

**Aye** **Nay**

### Mayor

M\_\_\_ S\_\_\_ **Jeffrey**

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

### Council Member

M\_\_\_ S\_\_\_ **Brubaker**

M\_\_\_ S\_\_\_ **Kimmons**

M\_\_\_ S\_\_\_ **Kyser**

M\_\_\_ S\_\_\_ **Lucas**

Passed Failed

## ADVERTISEMENT FOR BIDS

The City of Moberly is seeking sealed bids for a three-sided bunker to store recycled glass in. The structure will be located at the WM transfer station on Martin Lane in Moberly.

The bunker bid should cover the following:

3' deep perimeter footing with #4 connecting rebar on 2' centers  
35' X 26' pad 6" thick  
24' of 6' wall 8" thick w/#4 rebar on 2' centers  
38' of 8' wall 8" thick w/#4 rebar on 2' centers

All concrete will be 4,000 psi mix with 5-7% air entrainment and slump not to exceed 4.5".

Contractor will be responsible for site prep, grading and establishing adequate rock base, the City will provide the rock. After completion, the contractor will be responsible for grading, seed & mulch.

Bids will be accepted in the City Clerk's Office at 101 West Reed Street, Moberly, Missouri, 65270, until **10:00 a.m. on Tuesday, April 11, 2023**. All bids should be in a sealed envelope and marked "**Glass Recycling Bunker**".

For more specific information, please contact the office of Public Works at (660) 269-7644.

SUBMITTED BY TOM SANDERS  
CITY OF MOBERLY  
Director of Community Development

PLEASE PUBLISH ONE (1) TIME IN THE FOLLOWING ADDITION OF THE  
MONITOR INDEX: **WEDNESDAY, MARCH 29, 2023**

## CITY OF MOBERLY

"BID OPENING"  
Sign-In SheetGlass Recycling  
BunkerDate: 4/11/2023NameCompanyShannon HanceCity of MoberlyTom SANDERS"

CITY OF MOBERLY

"BID OPENING"

Glass Recycling  
Bunker

Date: 4/11/2023

DMC Concrete

\$ 17,395.00

\$

\$

\$

\$

\$

\$

\$

\$

\$

\$

\$

\$

\$



DMC Concrete LLC

3658 Hwy JJ  
MO 65270**Estimate**

Date

04/10/2022

Name / Address

City of Moberly  
101 West Reed  
Moberly, MO 65270

Description of work to be completed	Total
Materials & labor to pour 35' X 26' pad 6" thick with 2' X 12" deep thickened edge to support wall, 20' of 4' wall, 8" thick, 24' of 6' wall 8" thick and 38' of 8' wall 8" thick at Advanced Disposal. All concrete will have rebar on 2' centers for reinforcement.	17,395.00
<b>Total</b>	
	\$17,395.00

Phone #

660-951-5694

E-mail

dmconcrete@gmail.com

# City of Moberly

## City Council Agenda Summary

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

WS #7.

Department: Public Works

Date: April 17, 2023

**Agenda Item:** Proposal to Provide Administrative Services for the City of Moberly ARPA Stormwater Grant.

**Summary:** This is a proposal for an admin contract with the MTCOG to oversee the Admin for the Wabash Heights Stormwater ARPA project. This is a \$5,000,000 project, with a \$1 match from the City. There are many requirements and it will likely take a couple of years to complete. MTCOG is doing admin for other communities on similar grants and have been to several training session on these programs. They will be well aware of problem areas and keep us aligned for a smooth project and close out.

As the project is occurring through Public Works, I recommend funding the \$15,000 contract through Street Improvement fund.

**Recommended Action:** Bring forward to the May 1, 2023 regular City Council meeting for final approval.

**Fund Name:** N/A

**Account Number:** N/A

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

### ATTACHMENTS:

<input type="checkbox"/> Memo	<input type="checkbox"/> Council Minutes
<input type="checkbox"/> Staff Report	<input type="checkbox"/> Proposed Ordinance
<input type="checkbox"/> Correspondence	<input type="checkbox"/> Proposed Resolution
<input type="checkbox"/> Bid Tabulation	<input type="checkbox"/> Attorney's Report
<input type="checkbox"/> P/C Recommendation	<input type="checkbox"/> Petition
<input type="checkbox"/> P/C Minutes	<input type="checkbox"/> Contract
<input type="checkbox"/> Application	<input type="checkbox"/> Budget Amendment
<input type="checkbox"/> Citizen	<input type="checkbox"/> Legal Notice
<input type="checkbox"/> Consultant Report	<input checked="" type="checkbox"/> Other <u>Agreement</u>

### Roll Call

### Aye

### Nay

#### Mayor

M\_\_\_ S\_\_\_ **Jeffrey**

\_\_\_

#### Council Member

M\_\_\_ S\_\_\_ **Brubaker**

\_\_\_

M\_\_\_ S\_\_\_ **Kimmons**

\_\_\_

M\_\_\_ S\_\_\_ **Kyser**

\_\_\_

M\_\_\_ S\_\_\_ **Lucas**

\_\_\_

Passed Failed

# Proposal to Provide Administrative Services for the City of Moberly ARPA Stormwater Grant



mark twain regional  
council of governments

## Professional Administration Services

Mark Twain Regional Council of Governments

42494 Delaware Lane

Perry, MO 63462

(573) 565-2203

### Specialized Experience and technical competence as related to ARPA Stormwater Grant administration:

- The Mark Twain Regional Council of Governments (COG) staff has provided program and fiscal administrative services for organizations, cities, counties, and special districts within the Mark Twain Region (Audrain, Macon, Marion, Monroe, Pike, Ralls, Randolph, and Shelby Counties) since 1969.
- Prepared grant applications and have administered funded projects for cities and counties since the beginning of the Community Development Block Grant (CDBG) program.
- Experienced in administering and environmental review services for a variety of projects including residential demolition, commercial demolition, flood buyout, property acquisition, community facility construction, housing rehabilitation, roads, bridges, water distribution, water treatment facility, water storage, wastewater treatment and collection, streets, and storm water drainage.
- The COG staff works closely with municipalities during the initial application phase and through the completion for projects and have many years of experience with project development and follow through.
- The COG has provided administration to over 300 projects since 1986.

### Past Record of Performance:

- MTRCOG have successfully administered and closed CDBG, EDA, and DNR funded projects in Huntsville, Clarksville, Atlanta, Perry, Macon, Laddonia, Madison, Callao, New London, Higbee, Moberly, and several more.
- Currently administering over 30 CDBG and 5 EDA projects throughout the eight-county region.
- Staff receives annual training on grant administration policies and procedures.
- COG staff maintains a timeline to make sure the projects meet the schedule outlined by the funding agency.
- The COG is in compliance with E-Verify requirements and documentation of their compliance is attached to this proposal.

### **Proximity and Familiarity with the Area:**

- The Council of Governments has been located in the northeast Missouri Mark Twain region since 1969 and has continually worked toward improving and enhancing the economic climate of the region. The Council of Governments is centrally located in the region with an office in Perry.
- The Council of Governments has access to office facilities in all eight counties in the region. This enables the Council to remain a convenient provider of services and technical assistance.

### **Capabilities of Carrying Out Grant Related Activities:**

- The COG maintains a full-time staff familiar with the region. The staff is available to travel to communities and counties to administer/inspect projects and also to assist with local planning and development projects.
- The COG staff is highly experienced in communicating local and regional needs to state and federal program managers and officials. Participation in state and federal programs by local governments is encouraged with program assistance available from COG staff.
- The Council of Governments maintains a database of prior CDBG, EDA and DNR projects to utilize for reference when necessary.
- The COG staff has a high level of technical competency with respect to GIS mapping, measuring, and the use of technological devices to assist with all aspects of grant administration.

### **References:**

- References below are cities we have worked with on a Community Development Block Grant project and provided administration in the last five years:

Mollie Gilland, City Clerk  
City of Atlanta  
101 S. Atterberry  
Atlanta, MO 63530  
(660) 239-4890

Jennifer Calvin, City Clerk  
City of Clarksville  
111 Howard  
Clarksville, MO 63336  
(573) 242-3336

Linda Haffecke, City Clerk  
City of Huntsville  
205 S. Main Street  
Huntsville, MO 65259  
(660) 277-3110

Danette Henderson, City Clerk  
City of Perry  
127 E. Main  
Perry, MO 63462  
(573) 565-3131

**Cost of Services:**

- The Mark Twain Regional Council of Governments proposes to perform the services of grant administration for the ARPA Stormwater grant project at a rate not to exceed \$15,000.00.

**Documentation of Compliance with E-Verify requirements:**

- COG's E-Verify documentation is attached.

If any additional information is necessary or if there are any questions, please feel free to reach out to the Mark Twain Regional Council of Government's Executive Director Cindy Hultz at 573-565-2203.