

**NOTICE OF OPEN MEETING & VOTE TO  
CLOSE PART OF THE MEETING  
A G E N D A  
COUNCIL MEETING  
City of Moberly  
City Council Room – Moberly City Hall  
101 West Reed Street  
December 02, 2019  
6:00 PM**

**Posted:**

**Pledge of Allegiance**

**Roll Call**

**Approval of Agenda**

**Recognition of Visitors**

**Communications, Requests, Informational Items & Consent Calendar**

1. Presentation from Steve Schultz for an APWA award
2. Presentation from Jeff Arp of the 2019-2020 MIRMA Risk Management Award Program.

**Public Hearing and Receipt of Bids**

3. Receipt of bids for Rt. M Phase 2 Bridge and Abutment Design.

**Ordinances & Resolutions**

4. An Ordinance Authorizing Execution Of A Contract With Contech Engineered Solutions, LLC For The Pedestrian Bridge And Crosswalk Signals Improvement Project.
5. An Ordinance Repealing Ordinance No. 9557 And Ratifying The Execution Of A Cooperative Agreement With Sean Robert Miller And Monica M. Miller For Sewer Infrastructure
6. A Resolution Authorizing The City Manager Of The City Of Moberly, Missouri And The Chief Of Police To Execute A Cooperative Agreement With The Housing Authority Of The City Of Moberly, Missouri.
7. A Resolution Authorizing The City Manager To Purchase A Kubota Kx057 Excavator
8. A Resolution Authorizing The City Manager To Purchase A Pump And Impellers For Sewer Lift Stations.
9. A Resolution Adopting Health Contribution Rates And Health Insurance Plan Options For The City Of Moberly, Missouri Employees For The Year 2020.
10. A Resolution appropriating money out of the Treasury of the City of Moberly, Missouri.

**Official Reports**

**Anything Else to Come Before the Council**

11. Consideration of a Motion to adjourn to a Work Session followed by a Closed Session to discuss the status of pending negotiated contract (Closed Statutes 610.021) (12)

**Adjournment**

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

# City of Moberly City Council Agenda Summary

Agenda Number: \_\_\_\_\_ #3.  
 Department: Public Works  
 Date: December 2, 2019

**Agenda Item:** Receipt of bids for Rt. M Phase 2 Bridge and Abutment Design.

**Summary:** Advertisement was done for the bridge and abutment design, bids were opened on November 14, 2019 at 10:00am. Construction bids will be opened November 21, 2019 at 10:30am. Two (2) bids were received from Big R Bridge and Contech. We are still reviewing the bids. Due to Big R Bridge not including insurance and bid bond, Contech seems to be the responsible bidder.

Attached are the bids.

**Recommended**

**Action:** Accept this bid.

**Fund Name:** Transportation Trust - Rt. M

**Account Number:** 600.168.5409

**Available Budget \$:** 19657.88

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



**Moberly, MO**

Moberly Sidewalk Improvements Project

**Bid Tab**

Date: 11/15/2019  
 Bartlett & West Project No.: 19254.008  
 TAP-4500(209)

MoDOT Item No.	Description	Quantity	Unit	Engineer's Estimate		Contech Engineering Solutions		Big R Bridge*	
				Unit Price	Extension	Unit Price	Extension	Unit Price	Extension
	<b>Base Bid</b>								
703-99.02	Prefabricated Pedestrian Bridge Abutment Design	1	LS	5,000.00	\$5,000.00	2,200.00	\$2,200.00	2,100.00	\$2,100.00
703-99.03	Prefabricated Pedestrian Bridge	1	LS	30,000.00	\$30,000.00	33,440.00	\$33,440.00	28,500.00	\$28,500.00
	<b>Base Bid Total</b>				<b>35,000.00</b>		<b>35,640.00</b>		<b>30,600.00</b>

\*Bidder was non-responsive  
 (no bid bond or acknowledgement  
 of addendum provided)

SIGN IN SHEET

CITY OF MOBERLY MO - ROUTE M SIDEWALK IMPROVMENTS - PROJECT NO. TAP-4500(209)  
 OWNER: CITY OF MOBERLY, MO

BID DATE: Thursday, November 14, 2019 @ 10:00 AM LOCAL TIME  
 Bartlett & West Project # 019254.008

#	NAME (print)	COMPANY	PHONE	E-MAIL
1	Austin Johnson	Bartlett & West	573-659-6737	austin.johnson@bartwest.com
2	Rob Gallup	Bartlett & West	573-659-6711	rob.gallup@bartwest.com
3	D.K. Galloway	City of Moberly	660-263-4420	tsanders@cityofmoberly.com
4	<i>[Signature]</i>	"	"	↑
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### BID DAY TAB

CITY OF MOBERLY MO - ROUTE M SIDEWALK IMPROVMENTS - PROJECT NO. TAP-4500(209)  
OWNER: CITY OF MOBERLY, MO

BID DATE: Thursday, November 14, 2019 @ 10:00 AM LOCAL TIME  
Bartlett & West Project # 019254.008

#	Bidder	Total Base Bid	Addendum (Y/N)	Bond (Y/N)
1	Grant Amount			
2	Engineer's Estimate	\$35,000.00	N/A	N/A
3	Big R Bridge	\$ 30,600.00	N	N
4	Contech	\$ 35,640.00	Y	Y
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**CITY OF MOBERLY**  
**Pedestrian Bridge and Crosswalk Signal Improvement Project**  
**"BID OPENING"**

Date: November 14, 2019, 10:00 a.m.

Big R Bridge \$ 30,600.00  
19060 County Road 66  
Greeley, CO 80631

Contech Engineered Solutions \$ 35,640.00  
8301 State Highway 29 N  
Alexandria, MN 56308

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#3.

**QUOTATION**

Quotation Date: 11/11/2019  
 Bid Date: 11/14/2019  
 Expiration Date: 12/14/2019  
 Opportunity No.: 2019-00854

**PROJECT:** Pedestrian Bridge and Crosswalk Signals - Moberly, MO

Item	Description	Quantity	Unit Price	Total Price
1	<p>Prefabricated steel truss pedestrian bridge superstructure with features as described below:</p> <p><b>Bridge Model:</b> Ped Truss Bridge  <b>Length:</b> 50.00 ft. (out to out dimension)  <b>Width:</b> 5.00 ft. (clear between rails)  <b>Design Code:</b> AASHTO LRFD Guide Specifications for Design of Pedestrian Bridges  <b>Design Vehicle:</b> 5,000 lbs  <b>Live Load:</b> 90 psf.  <b>Number of Pieces:</b> 1  <b>Finish:</b> A847 &amp; A588 (Weathering), SP-7 Brush-Off Blast  <b>Bridge Decking:</b> G-90 deck forms are shop-installed ready to receive a field-poured reinforced concrete deck by others.  <b>Railing Type:</b> Horizontal with 4" maximum openings  <b>Railing Height:</b> 4'-6" - Pedestrian/Bicycle  <b>Included Options:</b> Ipe Rub Rail, Toe Plate, Parallel Chord, Underhung, Pratt Truss, Plumb End Vertical  <b>Bearings:</b> Big R Bridge Designed Bearings are included. Steel on Steel  <b>Preliminary Superstructure Weight:</b> 7,700 lbs.</p>	1 ea.	Lump Sum Includes Freight	\$28,500.00

Shop drawings will be provided, signed and sealed by a Professional Engineer registered in the State of Missouri.

Special Considerations:

- This steel fabricated bridge is offered in lieu of the Timber bridge described in the project documents.
- Emseal compression joints are included.
- Parallel Chord Truss: The vertical trusses shall be designed such that the top and bottom chord members are parallel for the entire length of bridge. The interior verticals of the trusses shall be perpendicular to the top face of the bottom chord.
- The bridge shall utilize an underhung floor beam where the top face of the floor beam shall be welded to the bottom face of the bottom chord. The distance from the top of deck to the bottom of the floor beam shall be determined by the Bridge Manufacturer during final design.



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- The vertical truss shall use a single-diagonal, Pratt configuration, where all the diagonals are in tension.
- A single simple-span bridge shall have a vertical camber dimension at the mid-span equal to 150% of the anticipated full dead load deflection.
- The top of the decks shall be at the same elevation at each end of the bridge.
- The fracture toughness requirements and designation of Fracture Critical Member and Main Member designation are hereby waived for these structures.
- All members of the truss and deck support system shall be fabricated from square or rectangular hollow structural shapes (HSS), with the exception that floor beams may be wide flange shapes
- Welding procedures and weld qualification test procedures shall conform to the provisions of AWS D1.1, Structural Welding Code, latest edition.
- Non-Destructive Testing: All welds within the structure, shall be visually inspected for conformance to size, under cut, profile and finish.

2	Abutment Design	1 ea.	Lump Sum	\$2,100.00
	<ul style="list-style-type: none"> <li>- Design of a shallow spread footing to support the bridge specified above.</li> <li>- The Owner/General Contractor will provide to Big R a bridge site specific signed and sealed Geotechnical report with recommendations.</li> <li>- Civil, grading and profile drawings are excluded.</li> <li>- Wing walls as part of the design are excluded.</li> <li>- Anchor bolt design is included.</li> </ul>			

To ensure quality standards are followed, Big R Bridge holds the following certifications:

- In the United States we are certified under the AISC Quality Certification Program for Simple, Major, and Advanced (ABR) Steel Bridges with Fracture Critical and Sophisticated Paint endorsements.
- In Canada we are certified under the Canadian Welding Bureau (CWB) as being qualified under CSA Standard W47.1, Division 2.

Dimension & Weight Disclaimer:

- All dimensions and weights listed in this proposal are approximate and are subject to change upon final design parameters and customer approval of engineered submittal drawings.
- Do not base the selection and/or mobilization of installation equipment off of approximate dimensions and weights.
- Final dimensions and weights will be noted on customer approved submittal drawings.



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The following items are not included with this proposal:

- third party inspections at any time during the project duration,
- design, excavation and construction of bridge abutments, (except as noted above)
- anchor bolt supply and installation,
- unloading and assembly of bridge at the project site,
- supply and placement of reinforced concrete deck (if applicable),
- site surveys, permitting or geotechnical evaluations,
- any federal, state, county or local sales tax
- approach rail,
- armored expansion or strip sealed joints,
- UT or RT testing,
- fracture critical consideration,
- bridge grade or skewed ends.

*We hereby order the products and services covered in this Quotation subject to the General Terms and Conditions of Sale as well as Product Specific Terms and Conditions of Sale attached to and incorporated by reference to this Quotation.*

Accepted by: \_\_\_\_\_  
 Title: \_\_\_\_\_  
 Company: \_\_\_\_\_  
 Date: \_\_\_\_\_

Quote by:   
 Juan Banuelas, Market Manager - Central  
 Midwest  
 Phone: 913-225-6895  
 Email: [jbanuelas@bigrbridge.com](mailto:jbanuelas@bigrbridge.com)

**Opportunity No.:** 2019-00854  
**Project:** Pedestrian Bridge and Crosswalk Signals - Moberly, MO





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#3.

#### GENERAL TERMS AND CONDITIONS OF SALE

1. **Acknowledgment:** Acceptance of this Quotation by signing or by using any part constitutes full acceptance of all terms contained herein. Conflicting or additional terms in Customer's purchase order or contract shall not apply. Notwithstanding the foregoing, final acceptance of this signed Quotation by Big R Bridge is subject to credit approval of the Customer, which is at Big R Bridge's sole discretion. Vist-A-Wall Systems is a division of Big R Bridge and all references made herein to Big R Bridge shall be interpreted interchangeable with Vist-A-Wall Systems.
2. **Payment Terms:** At time of order, a progress payment as defined by the Product Specific Terms and Conditions of Sale will be required. If a progress payment, as defined, is not received prior to expiration of this Quote, then pricing is subject to change due to fluctuations in material, freight and other service costs. Additional progress payments may be required depending upon the complexity and schedule of the project. Credit terms will be determined on the remaining balance, after review of trade and bank reference made by our credit department. Payment terms of Net 30 days, contained in this proposal, may not be changed without written authorization from Big R Bridge, this is not a pay-when-paid or paid-if-paid agreement. Acceptance of this Quotation constitutes acceptance of these credit terms. Customer and any guarantor(s) jointly and severally agree to (1) reimburse Big R Bridge for all reasonable cost of collecting any outstanding payments, including attorney fees and (2) pay interest on such outstanding payments due past 30 days at the maximum legal interest rate allowed by law in the State of Colorado or the state in which the project is located, whichever is higher, and (3) an additional Service Charge of 2% per month on any balance due past 30 days from invoice date. In addition, no retention shall be withheld from payments. PAYMENTS TO BIG R BRIDGE SHALL NOT BE DEPENDENT UPON, OR OTHERWISE SUBJECT TO OR CONDITIONED UPON, THE RECEIPT BY CUSTOMER OF PAYMENT FROM THE OWNER OR ANY OTHER SOURCE.
3. **Delivery Point & Acceptance:** Prices include delivery to Moberly, Missouri via standard highway tractor-trailer unless otherwise stated in this Quote and as close to the project location as trucks can reasonably access and be driven under their own power without specialized equipment (e.g. steerable dolly, transfer cranes, etc.), or, at Customer's option, to storage with the same access conditions. If the Customer changes the delivery schedule within 2 weeks of scheduled delivery there is a \$1,000 change fee plus any permit fees, pilot cars and any other expenses or losses incurred by the date change. It is the Customer's responsibility to unload and assemble. Unloading time exceeding 1½ hours per load will be billed at \$150.00 per hour. Any delays by customer exceeding 1 ½ hours could result in additional expenses to the freight carrier for additional loss of revenue. Customer shall be responsible to provide suitable facilities for storage and unloading. Customer shall verify the condition and quantity of product and materials with the trucker Bill of Lading within 24 hours of delivery and shall notify Big R Bridge in writing of any discrepancies within the same time period. If notice is not received within 24 hours, then Customer waives its right to claim and it will be at Big R Bridge's sole discretion to decide if a remedy is appropriate. Big R Bridge will not be responsible for any loss or damage to products and materials covered by this Quotation after delivery. Installation by customer constitutes acceptance of product and/or materials supplied.
4. **Submittal and Delivery Dates:** After an order has been placed, Big R Bridge and the Customer will agree upon a delivery date(s) ("Delivery Date(s)") which will be confirmed by Big R Bridge. As the project proceeds, periodic adjustment to a single (or multiple) Delivery Date(s) may occur upon agreement between both parties. Unless otherwise agreed upon in writing, the Customer is allowed 14 calendar days from transmittal of submittals to provide Big R Bridge with approval to fabricate. Delays in approval of submittal drawings beyond the specified approval time shall extend delivery dates. The extension of the Delivery Date(s) will be renegotiated between Big R Bridge and the Customer based on when actual approval is obtained and the then production capacity of Big R Bridge. If after 30 calendar days, submittal approval has not been received, Customer will be invoiced for all engineering fees incurred to date and the delivery schedule will be revised to reflect current Big R Bridge production capacity and price renegotiation of this Quote may occur. If after 60 calendar days, submittal approval has not been received, then the project will be placed ON HOLD, with no further action being taking by Big R Bridge. Customer will be invoiced for all costs incurred to date and a revised Delivery Date(s) will be determined only once approval is received, current Big R Bridge production capacity is reviewed, and all outstanding invoices have been paid in full. If for any reason, the Customer delays delivery beyond the Delivery Date(s) (or any agreed revisions thereto), the Customer will be immediately invoiced for 100% of the purchase price and payment is due Net 30 days from date of invoice. If delivery is not taken by the Delivery Date(s) (or any revisions thereto), a storage fee of \$500.00 per month per structure or span (not delivered) will also be assessed beginning the 1<sup>st</sup> of the month immediately following the Delivery Date(s). All storage fees must be paid prior to shipment of product. Also, Big R Bridge reserves the right to re-quote freight for new delivery date(s) and any increase in freight cost above that corresponding to the original Delivery Date(s) will be added to the purchase price.
5. **Cancellation:** If Customer cancels project any time after acceptance of this Quotation, cancellation fees will be assessed, including all costs incurred to date at the time of cancellation. In order to meet the delivery times listed in Item 4, materials for this project are ordered at the time of Quote acceptance. Big R Bridge reserves the right to change or cancel this quotation, prior to the execution of a contract and upon the discovery of errors and or incomplete/misleading information in project plans, specifications or other documents made available by the Customer, Owner or any Agent that would materially alter the scope of the materials and or services covered by this Quotation. In addition, Big R Bridge reserves the right to change or cancel this Quotation at its sole discretion, prior to the execution of a written contract, if issues are discovered relating to pricing, terms of sale, quantities or scope affecting the products, services contained herein, and if credit terms cannot be agreed upon.
6. **Transfer of Title:** Transfer of title to the Customer for goods delivered pursuant to this Quotation shall occur at the time of delivery in instances when Big R Bridge is responsible for transportation. For Customer arranged transportation, transfer of title will occur at the time of pick-up from Big R Bridge facilities or designated suppliers. Notwithstanding the foregoing, Big R Bridge shall have the right to repossess the goods, in whole or in part, upon customer's failure to make any payment when due.
7. **Performance of Warranty Work:** Big R Bridge reserves the right, at its sole discretion, to perform warranty work on its products as covered in the Product Specific Terms and Conditions of Sale. This right will extend to providing its own labor and materials (or subcontractor services) irrespective of any local organized labor or union rules. To the extent that a Customer is utilizing union or





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organized labor, this shall not affect Big R Bridge's ability to self-perform its Warranty obligations on its manufactured products.

8. **Assembly & Installation:** Assembly shall be completed per Big R Bridge engineered drawings and installation instructions as provided. If any questions arise during installation or assembly of Big R Bridge products, it is the Customer's responsibility to contact Big R Bridge for assistance. Big R Bridge will not be liable for costs or damages incurred by Customer due to a lack of instruction, failure to follow installation/assembly procedures or for failure by the Customer to contact Big R when questions or issues arise. To the fullest extent permitted by law, the Customer shall indemnify, defend, and hold harmless Big R Bridge, its agents and employees from any and all claims, damages, losses and expenses, including but not limited to attorneys' fees, arising out of or resulting from Customer's responsibilities under this paragraph.
9. **Technical Assistance:** Any technical assistance provided by Big R Bridge at the request of Customer is of a consulting nature and shall not at any time relieve Customer of its sole responsibility to assemble or construct the Structure, including the installation of the Materials provided, in accordance with the Project Specifications and all applicable local, state or federal statutes and regulations, including, without limitation, the responsibility to use backfill material and compaction procedures conforming to the Project Specifications. Such technical assistance also shall not shift the responsibility for Project design or performance, or any part thereof, to Big R Bridge. The provision of technical assistance is for the benefit of the Customer only and shall not be for the benefit of any other party, including the Project Owner. Extra charges will be quoted and approved by customer before travel is scheduled.
10. **Delays:** If the Customer contends that Big R Bridge is delaying the Project, or any portion thereof, Customer shall notify Big R Bridge in writing within 48 hours of the start of the delay and allow fifteen (15) business days for correction of such delay. Such notice is a condition precedent to the Customer's right to claim against Big R Bridge for such delay. If notice is not provided in accordance with the terms of this paragraph, Customer waives its right to any claim for delay.
11. **Excusable Delays and Consequential Damages:** Big R Bridge shall not be liable any damages as a result of delays in design, delivery, construction, or completion of the Project due to causes beyond its reasonable control, including but not limited to, delays in the approval of drawings, or acts or failure to act by the Customer, the Architect/Engineer, City or State DOT, the Owner and/or any other contractor. Excusable delays also shall include, without limitation, strikes, fires, floods, acts of God, acts of government, failure of supplier's truckers and/or train, or civil strife. In the event of such delays, the delivery schedule shall be adjusted. Such delays shall not relieve Customer of its obligation to accept and pay for the products and materials under this Quotation and in accordance with the Payment Terms. Big R Bridge will not be liable for incidental, consequential or liquidated damages.
12. **Patents, Trademarks, and Proprietary Rights:** Big R Bridge has actual or pending patents, trademarks, and proprietary rights in certain of the Materials, processes, and configurations supplied to Customer. The drawings and other information supplied to Customer remain the property of Big R Bridge and may not be disclosed or provided to any other person or used for any other purpose without Big R Bridge written consent.
13. **Fuel Surcharges:** Applicable fuel surcharges will be calculated and added to invoice amount at time of shipment.
14. **Sales Tax:** Prices do not include sales tax (if applicable).

15. **Applicable Law and Venue:** This Agreement shall be governed by, construed and enforced in accordance with the laws of the State of Colorado without giving effect to its conflicts of law provisions. Venue shall be proper in, and Customer and Big R Bridge irrevocably submit to the jurisdiction of the state and federal courts located in the State of Colorado.

**PRODUCT SPECIFIC TERMS AND CONDITIONS OF SALE**

**PREFABRICATED STEEL BRIDGES**

1. **Progress Payment:** At time of order, a progress payment of 30% will be required, with payment receipt prior to issuance of engineering submittals.
2. **Warranty:** Big R Bridge warrants its prefabricated steel bridges to be free of design, material, and workmanship defects for a period of ten (10) years from the earlier of the date of delivery or from 60 days after final fabrication. Naturally durable hardwood decking, and hardwood attachments shall carry a one (1) year warranty against rot, termite damage, or fungal decay from the earlier of the date of delivery or from 60 days after installation on the structure. Other types of wood are excluded under this warranty. This warranty shall not cover defects in the bridge caused by abuse, misuse, overloading, accident, improper maintenance, alteration, or any other cause not the result of defective materials or workmanship. This warranty shall be void unless Owner's records can be supplied which indicated compliance with the minimum guidelines specified in the inspection and maintenance procedures (available upon request). Paint, galvanizing and other special coatings shall be warranted by the coating manufacturer and is not covered by Big R Bridge. Repair or replacement shall be the exclusive remedy for defects under this warranty. Big R Bridge shall not be liable for any consequential or incidental damages for breach of any express or implied warranty on their structures. This Warranty shall be null and void if full and final payment is not received from the customer by Big R Bridge.

**STEEL STRUCTURAL PLATE**

1. **Progress Payment:** At time of order, a progress payment of 30% will be required, with payment receipt prior to issuance of engineering submittals.
2. **Warranty:** Big R Bridge warrants its steel structural plate to be free of design, material, and workmanship defects for a period of one (1) year from the earlier of the date of delivery or from 60 days after final fabrication. Big R Bridge shall not be liable for any consequential or incidental damages for breach of any express or implied warranty on their structures. This warranty shall not cover defects in the bridge caused by abuse, misuse, overloading, accident, improper maintenance, alteration, or any other cause not the result of defective materials or workmanship. This warranty shall be void unless owner's records can be supplied which indicated compliance with the minimum guidelines specified in the inspection and maintenance procedures (available upon request). Galvanizing and other special coatings shall be warranted by the coating manufacturer and is not covered by Big R Bridge. Repair or replacement shall be the exclusive remedy for defects under this warranty. Big R Bridge shall not be liable for any consequential or incidental damages for breach of any express or implied warranty on their structures. This Warranty shall be null and void if full and final payment is not received from the customer by Big R Bridge.



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### MECHANICALLY STABILIZED EARTH (MSE) WALLS

1. **Progress Payment:** At the time initial design drawings are submitted, an Engineering & Mobilization fee will be required as outlined in payment breakdown of this Quotation (Section I).
2. **Additional Terms of Delivery:** Delivery shall be in full truckload quantities. To the extent that material is needed by the customer on a schedule that does not allow for full truckload shipping, Big R will charge an additional fee above the unit pricing contained in this quotation to cover the under-utilized freight cost. MSE panel dunnage is the property of others and if requested, shall be returned by the Customer at Customer's expense.
3. **Warranty:** Big R Bridge warrants that the Materials furnished hereunder shall conform to the Project Specifications and shall be free from defects in material and workmanship. Customer's exclusive remedy for any defects in the Materials shall be limited to replacement or repair, at Big R Bridge' sole discretion. The warranties set forth herein are made by Big R Bridge and accepted by Customer in lieu of all statutory or implied warranties, other than as to title. This warranty shall apply only when Customer has given Big R Bridge written notice of defect or nonconformity upon delivery of the Materials to Customer in accordance with the terms of this Quotation Repair or replacement shall be the exclusive remedy for defects under this warranty. Big R Bridge shall not be liable for any consequential or incidental damages for breach of any express or implied warranty on their structures. This Warranty shall be null and void if full and final payment is not received from the customer by Big R Bridge.

### SOUNDWALLS

1. **Progress Payment:** At time of order, a progress payment of 30% will be required, with payment receipt prior to issuance of engineering submittals.
2. **Warranty:**
  - a. **Steel Sound Wall Post Warranty.** Big R Bridge's steel Sound Wall Posts and hardware will conform to all plans and specifications and be free of defects in design, material furnished, and workmanship performed by Big R Bridge. This warranty extends for a period of Ten (10) years from the earlier of date of delivery or 60 days after final fabrication.
  - b. **Coatings:** Paint and other special coatings shall be warranted by the coating manufacturer and is not covered under this warranty. Please check with Big R Bridge for the coating manufacturer's standard warranty. Inspection and Maintenance Guidelines for Painted Steel Sound Wall Posts are available upon request from Big R Bridge.
  - c. **PVC Sound Wall Panels:** PVC Sound Wall panels are covered for a period of twenty (20) years from the earlier of date of delivery or 60 days after final fabrication. This warranty is provided by the PVC Sound Wall Panel Manufacturer and is not covered under this warranty. This Twenty Year Non-Prorated Limited Warranty is available upon request from Big R Bridge.
  - d. Design and Fabrication is warranted to be in compliance with applicable codes as specified by the Project Owner and as approved by such in Big R Bridge's design drawings (e.g. AASHTO LRFD Bridge Design Specifications, IBC, CHBDC, etc.).

Customer's exclusive remedy for any defects in the Materials shall be limited to replacement or repair, at Big R Bridge' sole discretion. The warranties set forth herein are made by Big R Bridge and accepted by Customer in lieu of all statutory or implied warranties, other than as to title. This warranty shall apply only when Customer has given Big R Bridge written notice of defect or nonconformity upon delivery of the Materials to Customer in accordance with the terms of this Quotation Repair or replacement shall be the exclusive remedy for defects under this warranty. Big R Bridge shall not be liable for any consequential or incidental damages for breach of any express or implied warranty on their structures. This Warranty shall be null and void if full and final payment is not received from the customer by Big R Bridge.

### FOUNDATION DESIGN SERVICES

1. **Scope of Service:** Big R Bridge may provide structural design of foundation systems that are incorporated into our Prefabricated Steel Bridges and Steel Structural Plate products, as outlined in this Quotation. These services are limited to the structural foundation design only, and will include signed and sealed drawings and calculations by a Registered Professional Engineer. These services do not include the civil engineering required to determine structure length and layout, site grading, wing wall and head wall layout, hydraulic analysis, scour analysis, or any other site-specific engineering typically requiring the services of a Civil Engineer. The Foundation Design Service will only be provided by Big R Bridge if a written Geotechnical Report is submitted obtaining full foundation recommendations for the site-specific structure. Soil borings within 200 feet of the structure must also be included within this Geotechnical Report.
2. **Construction Costs:** Big R Bridge will not be responsible for the construction costs associated with the foundation system. Big R Bridge will provide a design based on the Geotechnical Report and the structure being provided and will not be liable if the foundation is deemed to not be an efficient solution.
3. **Preliminary Designs:** At the time of Quotation, Big R Bridge may provide "preliminary" foundation designs to aid in the costing of the project. However, any foundation design designated as "preliminary" may change during the final design process after award of the project to Big R Bridge. It is the Customer's responsibility to appropriately consider this qualification in their own work, proposals and bids knowing that the preliminary design may change during the final design process. Big R Bridge will not be liable for any additional construction costs incurred related to a change from a preliminary design to a final design, regardless of the reason for this change, including insufficient information, preliminary design errors, site changes, structure loading, or any other modifications to the structure other than specified within this Quotation.



Federal Project No.: STP 4500(209)

City of Moberly  
101 West Reed Street  
Moberly, Missouri, 65270

## REQUEST FOR BID

BID OF

Bidder Name CONTECH ENGINEERED SOLUTIONS  
Bidder Address 8301 STATE HWY. 29 NORTH  
ALEXANDRIA, MN 56308

FOR  
SUPPLYING

**Pedestrian Bridge and Abutment Design**

Located along E. Urbandale Drive (Route M) beginning 900' east of Gratz-Brown St. on South side of the road in the City of Moberly in Randolph County, Missouri

E. Urbandale Drive (Route M)  
Randolph County/City of Moberly



**ADVERTISEMENT  
Sidewalk Improvement Work  
Notice to Bidders**

SEALED PROPOSALS consisting of:

**Moberly, MO – Pedestrian Bridge and Crosswalk Signals Improvements Project  
Federal Aid Project No. TAP-4500(209)**

Located along E. Urbandale Drive (Route M) beginning 900' east of Gratz-Brown St. on South side of the road in the City of Moberly in Randolph County, Missouri

Bids will be received and opened publicly at the office of the Moberly City Hall, 101 W Reed St, Moberly, MO 65270 at, **10:00 A.M. on 14<sup>th</sup> of November, 2019.**

Any and all bids received after the time specified above will be returned unopened.

The project includes procurement of a pedestrian bridge and the design of its abutments on the south side of Route M just west of the intersection with Gratz-Brown Street. No structures will be impacted as part of this project.

The City of Moberly hereby notifies all bidders that it will affirmatively ensure that in any contract entered into pursuant to this advertisement, businesses owned and controlled by socially and economically disadvantaged individuals will be afforded full opportunity to submit bids in response to this invitation and will not be discriminated against on the grounds of race, color, religion, creed, sex, age, ancestry, or national origin in consideration for an award.

For this project, Section 102.2 of the Missouri Standard Specifications for Highway Construction requiring bidders to be on MoDOT's Qualified Contractor List shall be waived. Prequalification of bidders will not be required. Contractors shall provide references if requested by the City after the bid opening.

CONTRACT DOCUMENTS may be examined at the Moberly City Hall. Copies of plans and specifications can also be seen or purchased for a Non-Refundable fee on-line at <http://planroom.adsmo.net>. Contractors desiring the Contract Documents for use in preparing bids may also obtain a set of such documents from American Document Solutions; 1400 Forum Blvd., Suite 7A, Columbia, MO 65203, telephone number is 573-446-7768. Bidding documents will be shipped only if the requesting party assumes responsibility for all related charges. Corporate, certified, or cashier's checks shall be made payable to ADS.

No Pre-Bid Conference will be held on this project. Any questions can be directed to the engineer.

Proposals must be on forms provided.

All proposals shall be in sealed envelopes clearly identified as "Moberly, MO – Pedestrian Bridge and Crosswalk Signals Improvements Project, Federal Aid Project No. TAP-4500(209)". All bids need submitted to the following:  
Moberly City Hall  
City Clerk's Office  
101 W Reed Street.  
Moberly, MO 65270

Bids will be opened in the Moberly City Hall Council Chambers.

The project will be awarded to the lowest, responsive, responsible bidder.

The DBE Goal for this project is 0% with no trainees.

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**BIDDER CHECKLIST**  
**FINAL CHECKLIST BEFORE SUBMITTING BID**

- 1. For this project, Section 102.2 of the Missouri Standard Specifications for Highway Construction requiring bidders to be on MoDOT's Qualified Contractor List shall be waived. Prequalification of bidders will not be required. Contractors shall provide references if requested by the City after the bid opening.
- 2. For submittal of paper bids, the complete set of bidding documents includes all information through the DBE forms (for DBE forms see #7). The Technical Specifications/Job Special Provisions are for the bidder's information only and is not to be returned with the bid.
- 3. If submitting the bid by mail, it is to be completed, executed, and submitted in a sealed envelope addressed to City Clerk, 101 W. Reed St., City of Moberly. **Provide the vendor name, vendor address, vendor number, county, route and federal project number on the outside of the envelope (if applicable).**
- 4. Please read all items in the bidding document carefully. For paper bids, complete all items in ink or by typing in the information.
- 5. Sign this bidding document properly. If submitted in the name of a firm or corporation, the legal name of the firm or corporation should appear in the space designated, and be signed for by one or more persons legally qualified to execute papers in the name of said firm or corporation. Affix Corporate Seal if the Bidder is a Corporation.
- 6. For paper bids submit a bid bond executed by bidder and surety, or attach cashier's check to the bid bond form.
- 7. Submit the DBE Identification Submittal within 3 business days of the Bid Opening.
- 8. For paper bids, staple addenda to the bid in the appropriate part of the bid. The letter accompanying the addenda should be stapled to the inside of the back cover of the bid and returned. The bidder should retain a duplicate copy. (if applicable)

.....

Below is a list of common mistakes made by bidders leading to non-responsive bids. Please refer to the Standard Specifications for the appropriate procedures for completing and submitting a bid.

- a) Not signing the bid
- b) Not incorporating the addendum into the bidding documents, including attaching the letter to the bid
- c) Not providing a bid bond
- d) Using pencil to fill out the bid
- e) Using white out to make corrections to the itemized bid sheets
- f) Not initialing changes made

.....

All questions concerning the bid document preparation can be directed to Tom Sanders, the Director of Public Works at (660) 269-8705. Project specific questions can be directed to Austin Johnson of Bartlett & West, Inc. at (573) 659-6737.

Special Needs: If you have special needs addressed by the Americans with Disabilities Act, please notify the Tom Sanders, the Director of Public Works at (660) 269-8705 or through Missouri Relay System, TDD 1-800-735-2966, at least five (5) working days prior to the bid opening.

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## NOTICE TO CONTRACTORS

Sealed bids, addressed City of Moberly, 101 West Reed Street, Moberly, Missouri, 65270 for the proposed work will be received by the City of Moberly until 2:00 PM (prevailing local time) on June 20<sup>th</sup>, 2019, at the office of the City of Moberly, 101 West Reed Street, Moberly, Missouri, 65270, and at that time will be publicly opened. Bids should be delivered to: City Clerk, City of Moberly, 101 West Reed Street, Moberly, Missouri, 65270.

- (1) **PROPOSED WORK:** The proposed work, hereinafter called the work, includes:

The proposed work involves fabrication and delivery of a prefabricated pedestrian bridge. The contractor will be required to fabricate, assemble and deliver the bridge at a location as agreed to by the city. The design of the abutments will also be required. All equipment, material, and workmanship must be in accordance with the plans, specifications, and contract documents on file with the City of Moberly.

- (2) **COMPLIANCE WITH CONTRACT PROVISIONS:** The bidder, having examined and being familiar with the local conditions affecting the work, and with the contract, contract documents, including the current version of the Missouri Highways and Transportation Commission's "Missouri Standard Specifications for Highway Construction" 2017 version, and "Missouri Standard Plans for Highway Construction", 2017 version (if applicable), their revisions, and the request for bid, including appendices, the special provisions and plans, hereby proposes to furnish all labor, materials, equipment, services, etc., required for the performance and completion of the work. All references are to the Missouri Standard Specifications for Highway Construction, as revised, unless otherwise noted.

The following documents are available on the Missouri Department of Transportation web page at [www.modot.mo.gov](http://www.modot.mo.gov) under "Business with MoDOT" "Standards and Specifications". The effective version shall be the 2019 version.

General Provisions & Supplemental Specifications

Supplemental Revisions to Missouri Standard Plans  
For Highway Construction (if applicable)

These supplemental bidding documents contain all current revisions to the bound printed versions and have important legal consequences. It shall be conclusively presumed that they are in the bidder's possession, and they have been reviewed and used by the bidder in the preparation of any bid submitted on this project.

Please note that within the above-listed documents, the term "Commission" shall be replaced with the term, "City of Moberly", and the term "Engineer" is a reference to the Engineer of Record from Bartlett & West, Inc.

The contracting authority for this contract is the City of Moberly.

- (3) **PERIOD OF PERFORMANCE:** If the bid is accepted, the bidder agrees that work shall be diligently prosecuted at such rate and in such manner as, in the judgment of the engineer, is necessary for the completion of the work within the time specified as follows in accordance with Sec 108:

Completion Date: As noted in the Job Special Provisions

(4) **LIQUIDATED DAMAGES:** The bidder agrees that, should the bidder fail to complete the work in the time specified or such additional time as may be allowed by the engineer under the contract, the amount of liquidated damages to be recovered in accordance with Sec 108 shall be as follows:

Liquidated damages per day \$ 500

(5) **BID GUARANTY:** The bidder shall submit a Bid Guaranty meeting the requirements of Section 102 of the Missouri Standard Specifications for Highway Construction (if applicable). A sample project bid bond form is included in the bid book. The bidder shall mark the box below to identify the type of Bid Guaranty.

- Paper Bid Bond  
 Cashier's Check

(6) **CERTIFICATIONS FOR FEDERAL JOBS:** By signing and submitting this bid, the bidder makes the certifications appearing in Sec. 102.18.1 (regarding affirmative action and equal opportunity), Sec. 102.18.2 (regarding disbarment, eligibility, indictments, convictions, or civil judgments), Sec. 102.18.3 (regarding anti-collusion), and Sec. 102.18.4 (regarding lobbying activities). Any necessary documentation is to accompany the bid submission, as required by these sections. As provided in Sec. 108.13, the contracting authority may terminate the contract for acts of misconduct, which includes but is not limited to fraud, dishonesty, and material misrepresentation or omission of fact within the bid submission.

(7) **ANTIDISCRIMINATION:** The Contracting Authority hereby notifies all bidders that it will affirmatively insure that in any contract entered into pursuant to this advertisement, businesses owned and controlled by socially and economically disadvantaged individuals will be afforded full opportunity to submit bids in response to this invitation and will not be discriminated against on the grounds of race, color, religion, creed, sex, age, ancestry, or national origin in consideration for an award.

(8) **FEDERAL AND STATE INSPECTION:** The Federal Government is participating in the cost of construction of this project. All applicable Federal laws, and the regulations made pursuant to such laws, shall be observed by the contractor, and the work will be subject to the inspection of the appropriate State or Federal Agency in the same manner as provided in Sec 105.10 of the Missouri Standard Specifications for Highway Construction with all revisions applicable to this bid and contract.

(9) **PREVAILING WAGE (FEDERAL AND STATE):** This contract requires payment of the prevailing hourly rate of wages for each craft or type of work required to execute the contract as determined by the Missouri Department of Labor and Industrial Relations and requires adherence to a schedule of minimum wages as determined by the United States Department of Labor. For work performed anywhere on this project, the contractor and the contractor's subcontractors shall pay the higher of these two applicable wage rates. The applicable state wage rates for this contract are detailed in "Annual Wage Order No. 26", that is attached to this bidding document. The applicable federal wage rates for this contract are the effective Davis-Bacon federal wage rates posted the tenth day before the bid opening date and are attached herein.

These supplemental bidding documents have important legal consequences. It shall be conclusively presumed that they are in the bidder's possession, and they have been reviewed and used by the bidder in the preparation of any bid submitted on this project.

(10) **WORKER ELIGIBILITY REQUIREMENTS:** Execution of the construction contract for this project is dependent upon the awarded bidder providing an Affidavit of Compliance AND E-Verify Memorandum-of-Understanding (MOU) between the bidder and Department of Homeland Security to the Contracting Authority as required by section 285.530 RSMo. The cover page and signature page of the E-Verify MOU and the Affidavit must be submitted prior to award of this contract.

A sample Affidavit of Compliance can be found at the Missouri Attorney General's website at the following link:

[http://ago.mo.gov/forms/Affidavit\\_of\\_Compliance.pdf](http://ago.mo.gov/forms/Affidavit_of_Compliance.pdf)

All bidders must also be enrolled in the E-Verify Program and include their MOU prior to contract execution. Bidders who are not enrolled will need to go to the following website link and select "Enroll in the Program" to get started. After completing the program, they will receive their E-Verify MOU with Department of Homeland Security. This document will need to be printed out and kept on file so that a copy can be attached to the Affidavit of Compliance.

[http://www.dhs.gov/files/programs/gc\\_1185221678150.shtm](http://www.dhs.gov/files/programs/gc_1185221678150.shtm)

This requirement also applies to subcontractors and contract labor, but this contract only requires submittal of the verification documents for the prime contractor. It is the prime contractor's responsibility to verify the worker eligibility of their subcontractors in order to protect their own company from liability as required by section 285.530 RSMo.

(11) **OSHA TEN HOUR TRAINING REQUIREMENTS:** Missouri Law, 292.675 RSMO, requires any awarded contractor and its subcontractor(s) to provide a ten-hour Occupational Safety and Health Administration (OSHA) Construction Safety Program (or a similar program approved by the Missouri Department of Labor and Industrial Relations as a qualified substitute) for their on-site employees (laborers, workmen, drivers, equipment operators, and craftsmen) who have not previously completed such a program and are directly engaged in actual construction of the improvement (or working at a nearby or adjacent facility used for construction of the improvement). The awarded contractor and its subcontractor(s) shall require all such employees to complete this ten-hour program, pursuant to 292.675 RSMO, unless they hold documentation on their prior completion of said program. Penalties, for Non-Compliance include contractor forfeiture to the Contracting Authority in the amount of \$2,500, plus \$100 per contractor and subcontractor employee for each calendar day such employee is employed beyond the elapsed time period for required program completion under 292.675 RSMO.

(12) **BUY AMERICA REQUIREMENTS:** Construction contracts shall assure compliance with Section 165 of the Surface Transportation Assistance Act of 1982, Section 337 of the Surface Transportation and Uniform Relocation Assistance Act of 1987, and 23 CFR 635.410 regarding Buy America provisions on the procurement of foreign products and materials. On all contracts involving Federal-aid, all products of iron, steel, or a coating of steel which are incorporated into the work must have been manufactured in the United States. The Contracting Authority may allow minimal amounts of these materials from foreign sources, provided the cost does not exceed 0.1 percent of the contract sum or \$2,500, whichever is greater. The Contractor certifies that these materials are of domestic origin. Additional information regarding the "Buy America" requirements can be found at:

<http://www.fhwa.dot.gov/programadmin/contracts/b-amquck.cfm>

(13) **ADDENDUM ACKNOWLEDGEMENT:** The undersigned states that the all addenda (if applicable) have been received, acknowledged and incorporated into their bid, prior to submittal. For paper bids, staple addenda to the bid in the appropriate part of the bid.

(14) **SIGNATURE AND IDENTITY OF BIDDER:** The undersigned states that the following provided information is correct and that (if not signing with the intention to bind themselves to become the responsible and sole bidder) they are the agent of, and they are signing and executing this, as the bid of

CONTEK ENGINEERED SOLUTIONS LLC, which is the correct LEGAL NAME as stated on the contractor questionnaire (if applicable).

a) The organization submitting this bid is a(n) (1) individual bidder, (2) partnership, (3) joint venturer (whether individuals or corporations, and whether doing business under a fictitious name), or (4) corporation. Indicate by marking the appropriate box below.

- sole individual
- partnership
- joint venture
- corporation, incorporated under laws of state of \_\_\_\_\_

b) If the bidder is doing business under a fictitious name, indicate below by filling in the fictitious name

Executed by bidder this 11 day of November 21 19

THE BIDDER CERTIFIES THAT THE BIDDER AND ITS OFFICIALS, AGENTS, AND EMPLOYEES HAVE NEITHER DIRECTLY NOR INDIRECTLY ENTERED INTO ANY AGREEMENT, PARTICIPATED IN ANY COLLUSION, OR OTHERWISE TAKEN ANY ACTION IN RESTRAINT OF FREE COMPETITIVE BIDDING IN CONNECTION WITH THIS BID, AND THAT THE BIDDER INTENDS TO PERFORM THE WORK WITH ITS OWN BONAFIDE EMPLOYEES AND SUBCONTRACTORS, AND DID NOT BID FOR THE BENEFIT OF ANOTHER CONTRACTOR.

THE BIDDER ACKNOWLEDGES THAT THIS IS AN UNSWORN DECLARATION, EXECUTED UNDER PENALTY OF PERJURY UNDER THE LAWS OF THE UNITED STATES AND/OR FALSE DECLARATION UNDER THE LAWS OF MISSOURI, AND ANY OTHER APPLICABLE STATE OR FEDERAL LAWS. THE FAILURE TO PROVIDE THIS CERTIFICATION IN THIS BID MAY MAKE THIS BID NON-RESPONSIVE, AND CAUSE IT TO BE REJECTED.

THE BIDDER CERTIFIES THAT THE BIDDER'S COMPANY KNOWINGLY EMPLOYS ONLY INDIVIDUALS WHO ARE AUTHORIZED TO WORK IN THE UNITED STATES IN ACCORDANCE WITH APPLICABLE FEDERAL AND STATE LAWS AND ALL PROVISIONS OF MISSOURI EXECUTIVE ORDER NO. 07-13 FOR CONTRACTS WITH THE CONTRACTING AUTHORITY.

Check this box ONLY if the bidder REFUSES to make any or all of these certifications. The bidder may provide an explanation for the refusal(s) with this submittal.

*Cynthia L. Domek*

Signature of Bidder's Owner, Officer, Partner or Authorized Agent

*Cynthia L. Domek*

Please print or type name and title of person signing here

Attest:

*Cynthia L. Domek*

Secretary of Corporation if Bidder is a Corporation



Affix Corporate Seal (If Bidder is a Corporation)

NOTE: If bidder is doing business under a fictitious name, the bid shall be executed in the legal name of the individual, partners, joint ventures, or corporation, and registration of fictitious name filed with the secretary of state, as required by sections 417.200 to 417.230 RSMo. If the bidder is a corporation not organized under the laws of Missouri, it shall procure a certificate of authority to do business in Missouri, as required by section 351.572 et seq RSMo. A certified copy of such registration of fictitious name or certificate of authority to do business in Missouri shall be filed with the Missouri Highways and Transportation Commission, as required by the standard specifications.

(15) **TRAINEES:** By submitting this bid, the bidder certifies that the bidder is familiar with the Training Provision in the Missouri Highways and Transportation Commission's "General Provisions and Supplement Specifications" which are available on the Missouri Department of Transportation web page at [www.modot.mo.gov](http://www.modot.mo.gov) under "Business with MoDOT" "Standards and Specifications". The number of trainee hours provided under this contract will be 0 slots at 1000 hours per slot or 0 hours.

(16) **SUBCONTRACTOR DISCLOSURE:** Requirements contained within Sec 102.7.12 of the Missouri Standard Specification for Highway Construction shall be waived for this contract.

(17) **PROJECT AWARD:** This project will be awarded to the lowest, responsive, responsible bidder.

(18) **MATERIALS INSPECTIONS:** All technicians who perform, or are required by the FHWA to witness, such sampling and testing shall be deemed as qualified by virtue of successfully completing the requirements of EPG 106.18 Technician Certification Program, for that specific technical area.

(19) **PRIME CONTRACTOR REQUIREMENTS:** The limitation in Sec 108.1.1 of the Missouri Standard Specifications for Highway Construction that "the contractor's organization shall perform work amounting to not less than 40 percent of the total contract cost" is waived for this contract. Instead, the less restrictive terms of the Federal Highway Administration's rule at Title 23 Code of Federal Regulations (CFR) § 635.116(a) shall apply, so that the contractor must perform project work with its own organization equal to and not less than 30 percent of the total original contract price. Second-tier subcontracting will not be permitted on this contract. All other provisions in Sec 108.1.1 et seq. of the Missouri Standard Specifications for Highway Construction shall remain in full force and effect, and shall continue to govern the contractor and its subcontractors, in accordance with the provisions of Title 23 CFR § 635.116.

(20) **SALES AND USE TAX EXEMPTION** 22 of Moberly, a tax exempt entity, will furnish a



Missouri Project Exemption Certificate as described in Section 144.062 RSMo to the awarded contractor who in turn may use the certificate to purchase materials for a specific project performed for the tax exempt entity. Only the materials and supplies incorporated or consumed during the construction of the project are exempt. The certificate will be issued to the contractor for a specific project for a defined period of time.

**ITEMIZED BID:** The bidder should complete the following section in accordance with Sec 102.7. The bidder proposes to furnish all labor, materials, equipment, services, etc. required for the performance and completion of the work, as follows:

**BID FORM**

Proposal of Contract Engineering Solutions (hereinafter called "BIDDER"), organized and existing under the laws of the State of \_\_\_\_\_ doing business as Contract to the City of Moberly, Missouri.  
*( a corporation, a LLC, a partnership, an individual)*

BIDDER hereby proposes to perform all WORK for the construction of

**Moberly, MO – Pedestrian Bridge Project  
Federal Aid Project No. TAP-4500(209)**

in strict accordance with the CONTRACT DOCUMENTS, within the time set forth therein, and at the prices stated below.

By submission of this BID, each BIDDER certifies, and in the case of a joint BID, each party thereto certifies as to its own organization, that this BID has been arrived at independently, without consultation, communication, or agreement as to any matter relating to this BID with any other BIDDER or with any competitor.

BIDDER hereby agrees to commence WORK under this contract on or before a date to be specified in the NOTICE TO PROCEED.

BIDDER further agrees to pay as liquidated damages the sum of **\$500.00** for each consecutive calendar day after the allowed period of performance.

BIDDER acknowledges receipt of the following ADDENDUM:

No. 1, dated 11-11-19

No. \_\_\_\_\_, dated \_\_\_\_\_

No. \_\_\_\_\_, dated \_\_\_\_\_

MoDOT Item No.	Description	Quantity	Unit	Engineer's Estimate	
				Unit Price	Extension
	<b>Base Bid</b>				
703-99.02	Prefabricated Pedestrian Bridge Abutment Design	1	LS	2200	2200
703-99.03	Prefabricated Pedestrian Bridge	1	LS	33,440	33,440


**BID TOTAL** \$ 35,640<sup>00</sup>  
(figures)

THIRTY FIVE THOUSAND SIX HUNDRED AND FORTY DOLLARS  
(words)

The low bidder will be determined based upon the total construction cost.

This Bid is submitted by:

CONTECH ENGINEERED SOLUTIONS LLC  
Name (Corporation, LLC, Partnership, Individual)

  
Authorized Signature Date

SENIOR BRIDGE ESTIMATOR 8301 STATE HWY 29 NORTH  
Title Address

320-345-9142 ALEXANDRIA, MN 56308  
FEIN City, State, Zip  
Phone No.

CORPORATE SEAL – (if BID is by a corporation)

# BID BOND

KNOW ALL PERSONS BY THESE PRESENTS, that we

\_\_\_\_\_  
as principal and \_\_\_\_\_  
as surety, are held and firmly bound unto the City of Moberly in the penal sum  
of \_\_\_\_\_ Dollars (\$) to be  
paid to the commission to be credited to the state road fund, the principal and surety binding themselves, their heirs,  
executors, administrators, successors, and assigns, jointly and severally, firmly by these presents.

Sealed with our seals and dated this

\_\_\_\_\_  
THE CONDITION OF THIS OBLIGATION is such that

WHEREAS the principal is submitting herewith a bid to the commission on West Reed Street in  
Randolph County, project City of Moberly – Sidewalk Improvement Project Phase 2 for construction or improvement  
of Pedestrian Bridge and Crosswalk Signals as set out in said bid;

NOW THEREFORE, if the commission shall accept the bid of the principal and if the principal shall properly  
execute and deliver to the commission the contract, contract bond, and evidence of insurance coverage in compliance with  
the requirements of the bid, the specifications, and the provisions of section 227.100 RSMo, to the satisfaction of the  
commission, then this obligation shall be void and of no effect, otherwise to remain in full force and effect.

In the event the said principal shall, in the judgment of the commission, fail to comply with any requirement  
as set forth in the preceding paragraph, then the state of Missouri, acting by and through the commission, shall immediately  
and forthwith be entitled to recover the full penal sum above set out, together with court costs, attorney's fees, and any  
other expense of recovery.

The principal and surety hereby certify that the document is the original or a verbatim copy of the bid bond  
form furnished by the Commission, in accordance with Sec 102.9 of the Missouri Standard Specifications for Highway  
Construction.

SEE SEPERATE  
BID BOND

SEAL

\_\_\_\_\_  
Principal

By \_\_\_\_\_  
Signature

\_\_\_\_\_  
Surety

SEAL

By \_\_\_\_\_  
Signature of Attorney in Fact

NOTE: This bond must be executed by the principal, and by a corporate surety authorized to conduct surety business in  
the state of Missouri.

## AGREEMENT

THIS AGREEMENT, made this \_\_\_\_\_, by and between The City of Moberly, Missouri, hereinafter called "OWNER" and \_\_\_\_\_ doing business as \_\_\_\_\_ hereinafter called "CONTRACTOR".

WITNESSETH: That for and in consideration of the payments and agreements herein after mentioned:

1. The CONTRACTOR will commence and complete the construction of the
 

**Moberly, MO – Pedestrian Bridge and Crosswalk Signals Improvements Project  
Federal Aid Project No. TAP-4500(209)**
2. The CONTRACTOR will furnish all of the materials, supplies, tools, equipment, labor, and other services necessary for the construction and completion of the PROJECT described herein.
3. The CONTRACTOR will commence the work required by the CONTRACT DOCUMENTS within 14 calendar days after the date of the NOTICE TO PROCEED and will complete the same by March 31, 2019, unless the period for completion is extended otherwise by the CONTRACT DOCUMENTS.
4. The CONTRACTOR agrees to perform all of the WORK described in the CONTRACT DOCUMENTS and comply with the terms therein for the sum of \_\_\_\_\_ Dollars \$ \_\_\_\_\_
5. The term "CONTRACT DOCUMENTS" consists of the following:
  - A. NOTICE TO BIDDERS (*inclusive*)
  - B. CONTRACTOR'S BID (BID FORM) (*inclusive*)
  - C. THIS AGREEMENT (*inclusive*)
  - D. BID BOND (*inclusive*)
  - E. PERFORMANCE BOND (*inclusive*)
  - F. PAYMENT BOND (*inclusive*)
  - G. MISSOURI STANDARD SPECIFICATIONS FOR HIGHWAY CONSTRUCTION, 2019 EFFECTIVE EDITION
  - H. MISSOURI STANDARD PLANS FOR HIGHWAY CONSTRUCTION, 2019 EFFECTIVE EDITION
  - I. JOB SPECIAL PROVISIONS (*inclusive*)
  - J. ADDENDA (Numbers \_\_\_\_ Through \_\_\_\_ )
  - K. The following which may be delivered or issued on or after the Effective Date



of the Agreement, and are not attached hereto:

- 1) NOTICE TO PROCEED
- 2) CHANGE ORDERS

6. The OWNER will pay to the CONTRACTOR in the manner and at such times as set forth in the General Conditions such amounts as required by the CONTRACT DOCUMENTS.

7. This Agreement shall be binding upon all parties hereto and their respective heirs, executors, administrators, successors, and assigns.

IN WITNESS WHEREOF, the parties hereto have executed or caused to be executed by their duly authorized officials, this Agreement in four ( 4 ) copies each of which shall be deemed an original on the date first above written.

OWNER: The City of Moberly, Missouri

(SEAL)

By \_\_\_\_\_

Name \_\_\_\_\_

Title \_\_\_\_\_

ATTEST:

By \_\_\_\_\_

Name \_\_\_\_\_

Title \_\_\_\_\_

CONTRACTOR:

(CORPORATE SEAL)

By \_\_\_\_\_

Name \_\_\_\_\_

Title \_\_\_\_\_

Address \_\_\_\_\_

\_\_\_\_\_

FEIN \_\_\_\_\_

ATTEST:

By \_\_\_\_\_

Name \_\_\_\_\_

Title \_\_\_\_\_

BOND NO. \_\_\_\_\_

**PAYMENT BOND**

KNOW ALL MEN BY THESE PRESENTS, that we, \_\_\_\_\_ hereinafter referred to as the Principal, as Principal, and \_\_\_\_\_

\_\_\_\_\_ with general offices in the County of \_\_\_\_\_, a corporation duly organized and existing under the laws of the State of \_\_\_\_\_ and authorized to do business in the State of Missouri, hereinafter referred to as the Surety, as Surety, are held and firmly bound unto the City of Moberly, Missouri, hereinafter referred to as the Obligee, in the penal sum of \_\_\_\_\_ Dollars (\$ \_\_\_\_\_) lawful money of the United States of America, for the payment of which sum will and truly to be made, we bind ourselves and our heirs, executors, administrators, successors, and assigns jointly and severally, firmly by these presents.

THE CONDITION OF THE FOREGOING OBLIGATION IS SUCH THAT, Whereas the Principal has, on the \_\_\_ day of \_\_\_\_\_, 20\_\_\_, entered into a written agreement with the Obligee for furnishing all materials, equipment, tools, labor and incidentals in connection with and for the public improvements as designated, defined and described in the said agreement and the Conditions thereof, and in accordance with the specifications and other Contract Documents for the City of Moberly, Missouri \_\_\_\_\_, on file with \_\_\_\_\_,

NOW, THEREFORE, if the Principal or the Subcontractor or Subcontractors of the Principal shall pay all indebtedness incurred for labor furnished, materials, equipment or supplies, used or consumed in connection with or in or about the construction of or in making such public improvements, then this obligation shall become null and void; otherwise, it shall remain in full force and effect. If the Principal or the Subcontractor or Subcontractors of the Principal fails to duly pay all indebtedness incurred for labor furnished, materials, equipment or supplies, used or consumed in connection with or in or about the construction with or in or about the construction of or in making such public improvements, then the Surety shall pay the same in any amount not exceeding the amount of this obligation, together with any interest as provided by law.

The Surety hereby stipulates and agrees that no change, extension of time, alteration or addition to the terms and conditions of the said agreement for the work to be performed thereunder, or the specifications accompanying the same, shall in any way affect its obligation on this bond, and it does hereby waive notice of any such change, extension of time, alteration or addition to the terms and conditions of the said agreement or to the specifications. The Surety stipulates and agrees that the penal sum of this bond shall be automatically increased or decreased by any change order(s) to the said agreement as approved by the Owner.

The Surety further agrees that any persons to whom there is due any sum for such public improvements as herein above stated, or said person's assigns or successors, may bring action on this bond for the recovery of said indebtedness; provided, that no action shall be brought on this bond after six (6) months from the completion of said public improvements.

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In accordance with Title 31 U.S.C. Sec. 9304-9308, the following statement must be included on all bond forms.

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

IN TESTIMONY WHEREOF, the Principal and Surety have caused these presents to be duly signed and sealed on this \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_.

Principal \_\_\_\_\_

By \_\_\_\_\_

(Seal)

\_\_\_\_\_  
Official Title

\_\_\_\_\_  
Surety Company

By \_\_\_\_\_  
Attorney-in-Fact

By \_\_\_\_\_  
Missouri Agent

(Accompany this bond with Attorney-in-Fact's authority from the Surety Company certified to include the date of the bond.)

[The remainder of this page was left blank intentionally]

BOND NO. \_\_\_\_\_

**PERFORMANCE BOND**

KNOW ALL MEN BY THESE PRESENTS, that we,

\_\_\_\_\_ hereinafter referred to as the  
Principal, as Principal, and

\_\_\_\_\_ with general offices in  
the County of \_\_\_\_\_, a corporation duly organized and existing under the laws of the State  
of \_\_\_\_\_ and authorized to do business in the State of Missouri, hereinafter referred to as  
the Surety, as Surety, are held and firmly bound unto the City of Moberly, Missouri, hereinafter referred  
to as the Obligee, in the penal sum of \_\_\_\_\_ Dollars  
(\$ \_\_\_\_\_) lawful money of the United States of America, for the payment of which sum will  
and truly to be made, we bind ourselves and our heirs, executors, administrators, successors, and assigns  
jointly and severally, firmly by these presents.

THE CONDITION OF THE FOREGOING OBLIGATION IS SUCH THAT, Whereas the  
Principal has, on the \_\_\_ day of \_\_\_\_\_, 20\_\_\_, entered into a written agreement with the  
Obligee for furnishing all materials, equipment, tools, labor and incidentals in connection with and for the  
public improvements as designated, defined and described in the said agreement and the Conditions  
thereof, and in accordance with the specifications and other Contract Documents for the City of Moberly,  
Missouri, \_\_\_\_\_ on file with  
\_\_\_\_\_.

NOW, THEREFORE, if the Principal shall and will, in all particulars, well, duly and faithfully  
observe, perform and abide by each and every covenant, condition and part of the said agreement, and the  
Conditions, Specifications and other Contract Documents thereto attached or by reference made a part  
thereof, according to the true intent and meaning in each case, then this obligation shall be and become  
null and void; otherwise, it shall remain in full force and effect. Whenever the Principal shall be, and shall  
be declared by the Obligee to be in default under the agreement, the Surety shall remedy the default by  
promptly (a) completing the agreement in accordance with its terms and conditions, or (b) obtaining a bid  
or bids for the submission to the Obligee for completing the agreement in accordance with its terms and  
conditions, and upon determination by the Obligee of the lowest and best bid, arrange for an agreement  
between such bidder and the Obligee and make available as work progresses (even though there should be  
a default or a succession of defaults under the agreement or agreements of completion arranged under this  
paragraph) sufficient funds to pay the cost of completion less the balance of the Contract Price, but not  
exceeding, including other costs and damages for which the Surety may be liable hereunder, the amount  
set forth in the first paragraph hereof as the same may be increased by change order(s). The term "balance  
of the Contract Price," as used in this paragraph, shall mean the total amount payable by the Obligee to  
the Principal under the agreement and any amendments thereto, less the amount paid by the Obligee to the  
Principal

PROVIDED, FURTHER, that the Surety hereby stipulates and agrees that no change, extension  
of time, alteration or addition to the terms of the agreement, or the work to be performed thereunder, or  
the specifications accompanying the same, shall in any way affect its obligations on this bond. The Surety  
does hereby waive notice of any change, extension of time, alteration or addition to the terms of the  
agreement, or to the work, or to the Specifications. Further, the Surety stipulates and agrees that the penal  
sum of this bond shall be automatically increased or decreased by any change orders to the agreement as  
approved by the Obligee.

In accordance with Title 31 U.S.C. Sec. 9304-9308, the following statement must be included on all bond forms.

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

IN TESTIMONY WHEREOF, the Principal and Surety have caused these presents to be duly signed and sealed on this \_\_\_\_ day of \_\_\_\_\_, 20 \_\_\_\_.

Principal \_\_\_\_\_

By \_\_\_\_\_

(Seal)

\_\_\_\_\_  
Official Title

\_\_\_\_\_  
Surety Company

By \_\_\_\_\_  
Attorney-in-Fact

By \_\_\_\_\_  
Missouri Agent

(Accompany this bond with Attorney-in-Fact's authority from the Surety Company certified to include the date of the bond.)


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**JOB SPECIAL PROVISIONS – TABLE OF CONTENTS**

(Job Special Provisions shall prevail over Specification and/or General Provisions whenever in conflict therewith)

- A. Project Contact for Contractor/Bidder Questions
- B. ADA Compliance
- C. Liquidated Damages Specified for Winter Months
- D. Pedestrian Bridge
- E. Pedestrian Bridge Abutments
- F. Time for Completion of Work
- G. Buy America

 <p>THIS SHEET HAS BEEN SIGNED, SEALED AND DATED ELECTRONICALLY.</p>	<p><b>The City of Moberly, MO</b> 101 West Reed St Moberly, MO 65270 Phone (660) 269-8705</p>
	<p><b>BARTLETT &amp; WEST, INC.</b> 1719 Southridge Drive, Suite 100 Jefferson City, MO 65109 Certificate of Authority: 000167 Consultant Phone: 573-634-3181</p>
	<p>Project No. TAP-4500(209) Randolph County, MO Date Prepared: 10/29/19</p>
<p>If a seal is present on this sheet, JSP's have been electronically sealed and dated.</p>	<p>ADDENDUM DATE:</p>
<p>All Job Special Provisions are authenticated by this seal.</p>	

A. **PROJECT CONTACT FOR CONTRACTOR/BIDDER QUESTIONS**

All questions concerning this project during the bidding process shall be forwarded to the project contact listed below:

Austin Johnson  
 1719 Southridge Drive, Suite 100  
 573-659-6737  
 Austin.johnson@bartwest.com



## **B. AMERICANS WITH DISABILITIES ACT (ADA) COMPLIANCE AND FINAL ACCEPTANCE OF CONSTRUCTED FACILITIES JSP-10-01A**

**1.0 Description.** The contractor shall comply with all laws pertaining to the Americans with Disabilities Act (ADA) during construction of pedestrian facilities on public rights of way for this project. An ADA Checklist is provided herein to be utilized by the contractor for verifying compliance with the ADA law. The contractor is expected to familiarize himself with the plans involving pedestrian facilities and the ADA Post Construction Checklist prior to performing the work.

**2.0 ADA Checklist.** The contractor can locate the ADA Checklist form on the Missouri Department of Transportation website:

[http://www.modot.mo.gov/business/contractor\\_resources/forms.htm](http://www.modot.mo.gov/business/contractor_resources/forms.htm)

**2.1** The ADA Checklist is intended to be a helpful tool for the contractor to use during the construction of the pedestrian facilities and a basis for the commission's acceptance of work. Prior to work being performed, the contractor shall bring to the engineer's attention any planned work that is in conflict with the design or with the requirement shown in the checklist. Situations may arise where the checklist may not fully address all requirements needed to construct a facility to the full requirements of current ADA law. In those situations, the contractor shall propose a solution to the engineer that is compliant with current ADA law using the following hierarchy of resources: 2010 ADA Standards for Accessible Design, Draft Public Rights of Way Accessibility Guidelines (PROWAG) dated November 23, 2005, MoDOT's Engineering Policy Guidelines (EPG), or a solution approved by the U.S. Access Board.

**2.2** It is encouraged that the contractor monitor the completed sections of the newly constructed pedestrian facilities in attempts to minimize negative impacts that his equipment, subcontractors or general public may have on the work. Completed facilities must comply with the requirements of ADA and the ADA Checklist or have documented reasons for the non-complaint items to remain.

### **3.0 Coordination of Construction.**

**3.1** Prior to construction and/or closure on an existing pedestrian path of travel, the contractor shall submit a schedule of work to be constructed, which includes location of work performed, the duration of time the contractor expects to impact the facility and an accessible signed pedestrian detour compliant with MUTCD Section 6D that will be used during each stage of construction. This plan shall be submitted to the engineer for review and approval at or prior to the pre-construction conference. Accessible signed detours shall be in place prior to any work being performed that has the effect of closing an existing pedestrian travel way.

**3.2** When consultant survey is included in the contract, the contractor shall use their survey crews to verify that the intended design can be constructed to the full requirements as established in the 2010 ADA Standards. When 2010 ADA Standards do not give sufficient information to construct the contract work, the contractor shall refer to the PROWAG.

**3.3** When consultant survey is not included in the contract, the contractor shall coordinate with the engineer, prior to construction, to determine if additional survey will be required to confirm the designs constructability.

**4.0 Final Acceptance of Work.** The contractor shall provide the completed ADA Checklist to the engineer at the semi-final inspection. ADA improvements require final inspection and compliance with the ADA requirements and the ADA Checklist. Each item listed in the checklist must receive either a "YES" or an "N/A" score. Any item receiving a "NO" will be deemed non-compliant and shall be corrected at the contractor's expense unless deemed otherwise by the engineer. Documentation must be provided about the location of any non-complaint items that are allowed to remain at the end of the construction project. Specific details of the non-complaint items, the ADA requirement that the work was not able to comply with, and the specific reasons that justify the exception are to be included with the completed ADA Checklist provided to the engineer.

**4.1** Slope and grade measurements shall be made using a properly calibrated, 2 foot long, electronic digital level approved by the engineer.

**5.0 Basis of Payment.** The contractor will receive full pay of the contract unit cost for all sidewalk, ramp, curb ramp, median, island, approach work, cross walk striping, APS buttons, pedestrian heads, detectible warning systems and temporary traffic control measures that are completed during the current estimate period as approved by the engineer. Based upon completion of the ADA Checklist, the contractor shall complete any necessary adjustments to items deemed non-compliant as directed by the engineer.

**5.1** No direct payment will be made to the contractor to recover the cost of equipment, labor, materials, or time required to fulfill the above provisions, unless specified elsewhere in the contract documents.

C. LIQUIDATED DAMAGES FOR WINTER MONTHS

**1.0 Description.** Revise Sec 108.8.1.2 (a) and (b) and substitute the following for the project:

- (a) Liquidated damages will be assessed from December 15 to March 15
- (b) Liquidated damages will be assessed for Saturdays, Sundays and Holidays.

D. PEDESTRIAN BRIDGE

**1.0 Description:** This work consists of designing, providing, and installing a prefabricated pedestrian bridge. Foundation design shall also be required and submitted to the engineer for review. Foundation design must be signed and sealed by a professional engineer in the state of Missouri.. The bridge shall be supported on longitudinal girders or stringers unless otherwise approved by the city and engineer prior to fabrication. An expansion joint shall be required to bridge the space between the bridge structure and abutment or sidewalk to provide ADA compliant crossing at installation and upon repeated expansion/contraction cycles of the bridge.

**2.0 Performance Requirements:** The bridge-including cross slope and pedestrian railing shall comply with all American with Disabilities Act requirements. Horizontal or Vertical pickets shall be placed to prevent a 4 in. diameter sphere from passing through.

**2.1** Design pedestrian bridge, including comprehensive engineering analysis by a qualified professional engineer, using performance requirements and design criteria indicated. The structure shall be designed in accordance with the details within the plans.

**2.2** Structural Performance: The pedestrian bridge and related components, including but not necessarily limited to, the substructure and decking, shall withstand the effects of gravity and live loads as well as any lateral loads in accordance with applicable portions of the AASHTO LRFD Guide Specifications for the Design of Pedestrian Bridges. Vehicular and pedestrian live loads shall be applied concurrently

Additional design parameters, related to Section 7.1 of the AASHTO LRFD Guide Specifications for the Design of Pedestrian Bridges manual, shall be incorporated into the superstructure design as applicable.

### **2.3 Materials:**

**2.3.1 – Steel:** The main bridge members (chords, diagonals, floor beams) shall be weathering steel (high strength, low alloy, atmospheric corrosion resistant ASTM A847 cold-formed welded square and rectangular tubing and/or ASTM A588, or ASTM A242, ASTM A606 plate and structural steel shapes with an  $F_y = 50,000$  psi. The minimum corrosion index of atmospheric corrosion resistant steel, as determined in accordance with ASTM G101, shall be 6.0.)

Decking, handrails and foot rails shall be made of treated wood.

The aesthetic design shall be submitted to the City for approval prior to construction.

The total overall length of the bridge shall be 50 feet in length. The existing grading, sidewalk and railing layout shown in the plans is sized for a bridge with an overall length of 50-feet with turn back wings on the abutment to hold the fill.

**2.4** Fabrication: All glue laminated and timber members to be manufactured in accordance with details show on the plans. All members to be fully fabricated prior to preservative treatment. Factory drill all holes to the extent possible.

All wood components shall be preservative treated by the pressure process to meet the requirements of AWPA Standards.

Main bridge steel components shall be weathering steel.

**3.0 Submittal Requirements:** The contractor shall submit to the engineer for approval, design computations and shop drawings, signed, sealed and stamped by a registered professional engineer in the State of Missouri. The bridge plan shall include all design details and all details necessary for the fabrication and installation of the bridge. A Grading Agency Certification is

required on all timber material. A certificate of treatment shall be issued for all wood components.

**3.1 Supplier Requirements:** The bridge shall be manufactured by a supplier with prior experience in designing and manufacturing similar structures. The approved manufacturer shall have built and supplied at least 50 similar structures.

**4.0 Products:** Structural steel materials and related components, including but not necessarily limited to, high strength bolts, anchor bolts, etc. shall be in accordance with the manufacturer's recommendations as well as Section 1080 of the Missouri Standards and Specifications for Highway Construction. Concrete for abutments shall be a Class B concrete in accordance with applicable portions of Section 500 of the Missouri Standards and Specifications for Highway Construction. The minimum design concrete compressive strength shall be 4000 psi. Reinforcing steel shall be in accordance with Section 1036 of the Missouri Standards and Specifications for Highway Construction.

#### **5.0 Execution:**

**5.1** No fabrication shall commence until directed to proceed after shop drawing review by the engineer.

Delivery of the structure shall be coordinated with the city and engineer and will be to a location of the city's choosing near the site.

Any field Connections or splices utilizing welds or bolts shall be in accordance with Section 712.6 and 712.7 of the Missouri Standards and Specifications for Highway Construction.

**5.2** Footings on shall be designed in accordance with the requirement of included in the geotechnical report which is provided in the bid manual.

Footings on either cohesive or cohesionless soils shall be designed by the provisions outlined in the Missouri Department of Transportation's Engineering Policy Guide; Section 751.38 which can be found at the following: [http://epg.modot.org/index.php?title=751.38\\_Spread\\_Footings](http://epg.modot.org/index.php?title=751.38_Spread_Footings)

Load bearing and friction piles shall be placed in accordance with Section 702 Missouri Standards and Specifications for Highway Construction.

Minimum reinforcing steel clear cover shall be 3" for concrete cast in direct contact with existing earth and 1-1/2" elsewhere.

Reinforcing steel splicing and spacing requirements shall be in accordance with the current AASHTO LRFD Guide Specifications for the Design of Pedestrian Bridges and the manufacturer's recommendations.

**6.0 Basis of Payment:** All expenses incurred by the contractor by reason of their compliance with this provision shall be considered as completely covered by the unit prices bid for:

Item No. 703-99.03, Prefabricated Pedestrian Bridge, per lump sum

Item includes but is noted limited to: design by a licensed professional engineer, bearings, bridge deck, hand rails, and delivery of a fully assembled structure.

Any change to the abutment location based on the length of bridge supplied will cause modifications to the quantities of handrail and sidewalk approach which will be required for the tie in to existing improvements. Any change in quantity based on modification of the bridge length and abutment locations will not be cause for an adjustment in pay quantity on the project. Only changes from field conditions varying from those shown in the plans will allow for a change in quantity paid. Any additional costs associated with changes in the bridge length shall be considered covered by the items noted above.

#### E. PEDESTRIAN BRIDGE ABUTMENT

**1.0 Description:** This work consists of designing the abutments for the prefabricated pedestrian bridge. Foundation and abutment design shall also be required and submitted to the engineer for review prior to final signed abutment plans as required by the bidding documents.

**2.0 Basis of Payment:** All expenses incurred by the contractor by reason of their compliance with this provision including but not limited to concrete, reinforcing steel, excavation and embankment, and compaction shall be considered as completely covered by the unit prices bid for:

Item No. 703-99.02, Prefabricated Pedestrian Bridge Abutment Design, per LS

#### F. TIME FOR COMPLETION OF WORK

**1.0 Description.** Completion of this contract shall be in accordance with Sec. 108.7 and will be administered on a completion date basis.

**1.1** For the entirety of this project, Section 108.8.1.3(a) shall not apply.

**1.2** Regardless of when the work is begun on this contract, all work shall be completed on or before the date specified below. Completion by this date shall be in accordance with the requirements of Sec. 108.7.

Anticipated Notice to Proceed: December 5, 2019

Required shop drawing review for foundation: January 2, 2020

Delivery Date: As coordinated by the City – January 23, 2020 to May 29, 2020 as required by the City.



**2.0** Should the contractor, or in case of default, the surety, fail to complete the work within the above specified calendar days or the completion date, whichever occurs first, a deduction of the amount shown below will be made for each day that the contract remains uncompleted in accordance with the requirements of Sec 108.8. These damages are in addition to any other damages as specified elsewhere in this contract.

Liquidated Damages Per Day: \$200.00

G. BUY AMERICA

**106.9 Buy America Requirement.** On all federal-aid projects, the contractor's attention is directed to Title 23 CFR 635.410 Buy America Requirements. Where steel or iron products are to be permanently incorporated into the contract work, steel and iron material shall be manufactured in the USA except for "minor usage" as described herein. Furthermore, any coating process of the steel or iron shall be performed in the USA. The use of pig iron and processed, pelletized and reduced iron ore manufactured outside of the USA will be permitted in the domestic manufacturing process for steel or iron material.

**106.9.1** Any sources other than the USA as defined will be considered foreign. The required domestic manufacturing process shall include formation of ingots and any subsequent process. Coatings shall include any surface finish that protects or adds value to the product.

**106.9.2** "Minor usage" of foreign steel, iron or coating processes will be permitted, provided the cost of such products does not exceed 1/10 of one percent of the total contract cost or \$2,500.00, whichever is greater. If foreign steel, iron or coating processes are used, invoices to document the cost of the foreign portion, as delivered to the project, shall be provided and the engineer's written approval obtained prior to placing the material in any work.

**106.9.3** Buy America requirements include a step certification for all fabrication processes of all steel or iron materials that are accepted per Sec 1000.

**106.9.3.1** Items designated as Category 1 will consist of steel girders, piling, and reinforcing steel installed on site. Category 1 items require supporting documentation prior to incorporation into the project showing all steps of manufacturing, including coating, as being completed in the United States and in accordance with CFR Title 23 Section 635.410 Buy America Requirements. This includes the Mill Test Report from the original producing steel mill and certifications documenting the manufacturing process for all subsequent fabrication, including coatings. The certification shall include language that certifies the following. That all steel and iron materials permanently incorporated in this project was procured and processed domestically and all manufacturing processes, including coating, as being completed in the United States and in accordance with CFR Title 23 Section 635.410.

**106.9.3.2** Items designated as Category 2 will include all other steel or iron products not in Category 1 and permanently incorporated in the project. Category 2 items shall consist of, but not be limited to items such as fencing, guardrail, signing, lighting and signal supports. The



prime contractor is required to submit a material of origin form certification prior to incorporation into the project from the fabricator for each item that the product is domestic. The Certificate of Materials Origin form ([link to certificate form](#)) from the fabricator must show all steps of manufacturing, including coating, as being completed in the United States and in accordance with CFR Title 23 Section 635.410 Buy America Requirements and be signed by a fabricator representative. The Engineer reserves the right to request additional information and documentation to verify that all Buy America requirements have been satisfied. These documents shall be submitted upon request by the Engineer and retained for a period of 3 years after the last reimbursement of the material.

**106.9.3.3** Any minor miscellaneous steel or iron items that are not included in the materials specifications shall be certified by the prime contractor as being procured domestically. Examples of these items would be bolts for sign posts, anchorage inserts, etc. The certification shall read “I certify that all steel and iron materials permanently incorporated in this project during all manufacturing processes, including coating, as being completed in the United States and in accordance with CFR Title 23 Section 635.410 Buy America Requirements procured and processed domestically in accordance with CFR Title 23 Section 635.410 Buy America Requirements. Any foreign steel used was submitted and accepted under minor usage”. The certification shall be signed by an authorized representative of the prime contractor.

**106.9.4** When permitted in the contract, alternate bids may be submitted for foreign steel and iron products. The award of the contract when alternate bids are permitted will be based on the lowest total bid of the contract based on furnishing domestic steel or iron products or 125 percent of the lowest total bid based on furnishing foreign steel or iron products. If foreign steel or iron products are awarded the contract, domestic steel or iron products may be used; however, payment will be at the contract unit price for foreign steel or iron products.

Reinforcing steel splicing and spacing requirements shall be in accordance with the current AASHTO LRFD Guide Specifications for the Design of Pedestrian Bridges and the manufacturer's recommendations.

**6.0 Basis of Payment:** All expenses incurred by the contractor by reason of their compliance with this provision shall be considered as completely covered by the unit prices bid for:

Item No. 703-99.03, Prefabricated Pedestrian Bridge, per lump sum

Item includes but is noted limited to: design by a licensed professional engineer, bearings, bridge deck, hand rails, and delivery of a fully assembled structure.

Any change to the abutment location based on the length of bridge supplied will cause modifications to the quantities of handrail and sidewalk approach which will be required for the tie in to existing improvements. Any change in quantity based on modification of the bridge length and abutment locations will not be cause for an adjustment in pay quantity on the project. Only changes from field conditions varying from those shown in the plans will allow for a change in quantity paid. Any additional costs associated with changes in the bridge length shall be considered covered by the items noted above.

#### E. PEDESTRIAN BRIDGE ABUTMENT

**1.0 Description:** This work consists of designing the abutments for the prefabricated pedestrian bridge. Foundation and abutment design shall also be required and submitted to the engineer for review prior to final signed abutment plans as required by the bidding documents.

**2.0 Basis of Payment:** All expenses incurred by the contractor by reason of their compliance with this provision including but not limited to concrete, reinforcing steel, excavation and embankment, and compaction shall be considered as completely covered by the unit prices bid for:

Item No. 703-99.02, Prefabricated Pedestrian Bridge Abutment Design, per LS

#### F. TIME FOR COMPLETION OF WORK

**1.0 Description.** Completion of this contract shall be in accordance with Sec. 108.7 and will be administered on a completion date basis.

**1.1** For the entirety of this project, Section 108.8.1.3(a) shall not apply.

**ADDENDUM No. 1****ROUTE M TAP-4500(209) – PHASE 2****Project No. 19254.008**

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

**CONTRACT DOCUMENT CHANGES**

The following changes have been made to the contract documents. The attached pages shall be used in place of those included in the original bid manual.

**Sheet 17 – Agreement**

Revised section 3 for contract completion date.

**Sheet 27 – JSPs**

D. Pedestrian bridge

Section 1.0 in the description was updated to clarify bridge delivery but not installation.

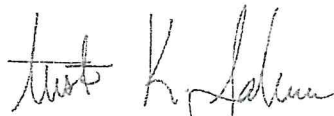
**CLARIFICATIONS**

- The pedestrian bridge shall have a minimum clear width of 5-feet between the handrails.
- The truss style may be any desired by the manufacturer provided it meets all other contract requirements (material, ADA compliance, etc.).
- The decking is required to be treated timber which is ADA compliant.

**DOCUMENTS ATTACHED FOR REFERENCE**

Updated sheet 17 from the bid documents

**BARTLETT & WEST, INC.**



Austin Johnson, P.E.  
Project Engineer

Enclosures

## AGREEMENT

THIS AGREEMENT, made this \_\_\_\_\_, by and between The City of Moberly, Missouri, hereinafter called "OWNER" and \_\_\_\_\_ doing business as \_\_\_\_\_ hereinafter called "CONTRACTOR".

WITNESSETH: That for and in consideration of the payments and agreements herein after mentioned:

1. The CONTRACTOR will commence and complete the construction of the
 

**Moberly, MO – Pedestrian Bridge and Crosswalk Signals Improvements Project  
Federal Aid Project No. TAP-4500(209)**
2. The CONTRACTOR will furnish all of the materials, supplies, tools, equipment, labor, and other services necessary for the construction and completion of the PROJECT described herein.
3. The CONTRACTOR will commence the work required by the CONTRACT DOCUMENTS within 14 calendar days after the date of the NOTICE TO PROCEED and will complete the same by May 29, 2020, unless the period for completion is extended otherwise by the CONTRACT DOCUMENTS.
4. The CONTRACTOR agrees to perform all of the WORK described in the CONTRACT DOCUMENTS and comply with the terms therein for the sum of \_\_\_\_\_ Dollars \$ \_\_\_\_\_
5. The term "CONTRACT DOCUMENTS" consists of the following:
  - A. NOTICE TO BIDDERS (*inclusive*)
  - B. CONTRACTOR'S BID (BID FORM) (*inclusive*)
  - C. THIS AGREEMENT (*inclusive*)
  - D. BID BOND (*inclusive*)
  - E. PERFORMANCE BOND (*inclusive*)
  - F. PAYMENT BOND (*inclusive*)
  - G. MISSOURI STANDARD SPECIFICATIONS FOR HIGHWAY CONSTRUCTION, 2019 EFFECTIVE EDITION
  - H. MISSOURI STANDARD PLANS FOR HIGHWAY CONSTRUCTION, 2019 EFFECTIVE EDITION
  - I. JOB SPECIAL PROVISIONS (*inclusive*)
  - J. ADDENDA (Numbers \_\_\_\_\_ Through \_\_\_\_\_)
  - K. The following which may be delivered or issued on or after the Effective Date

**3.3** When consultant survey is not included in the contract, the contractor shall coordinate with the engineer, prior to construction, to determine if additional survey will be required to confirm the designs constructability.

**4.0 Final Acceptance of Work.** The contractor shall provide the completed ADA Checklist to the engineer at the semi-final inspection. ADA improvements require final inspection and compliance with the ADA requirements and the ADA Checklist. Each item listed in the checklist must receive either a "YES" or an "N/A" score. Any item receiving a "NO" will be deemed non-compliant and shall be corrected at the contractor's expense unless deemed otherwise by the engineer. Documentation must be provided about the location of any non-complaint items that are allowed to remain at the end of the construction project. Specific details of the non-complaint items, the ADA requirement that the work was not able to comply with, and the specific reasons that justify the exception are to be included with the completed ADA Checklist provided to the engineer.

**4.1** Slope and grade measurements shall be made using a properly calibrated, 2 foot long, electronic digital level approved by the engineer.

**5.0 Basis of Payment.** The contractor will receive full pay of the contract unit cost for all sidewalk, ramp, curb ramp, median, island, approach work, cross walk striping, APS buttons, pedestrian heads, detectible warning systems and temporary traffic control measures that are completed during the current estimate period as approved by the engineer. Based upon completion of the ADA Checklist, the contractor shall complete any necessary adjustments to items deemed non-compliant as directed by the engineer.

**5.1** No direct payment will be made to the contractor to recover the cost of equipment, labor, materials, or time required to fulfill the above provisions, unless specified elsewhere in the contract documents.

C. LIQUIDATED DAMAGES FOR WINTER MONTHS

**1.0 Description.** Revise Sec 108.8.1.2 (a) and (b) and substitute the following for the project:

- (a) Liquidated damages will be assessed from December 15 to March 15
- (b) Liquidated damages will be assessed for Saturdays, Sundays and Holidays.

D. PEDESTRIAN BRIDGE

**1.0 Description:** This work consists of designing, providing, and delivering a prefabricated pedestrian bridge. Foundation design shall also be required and submitted to the engineer for review. Foundation design must be signed and sealed by a professional engineer in the state of Missouri.. The bridge shall be supported on longitudinal girders or stringers unless otherwise approved by the city and engineer prior to fabrication. An expansion joint shall be required to bridge the space between the bridge structure and abutment or sidewalk to provide ADA compliant crossing at installation and upon repeated expansion/contraction cycles of the bridge.



# BID BOND

KNOW ALL PERSONS BY THESE PRESENTS, that we

Contech Engineered Solutions, LLC  
as principal and Western Surety Company  
as surety, are held and firmly bound unto the City of Moberly in the penal sum  
of Thirty-Five Thousand-Six Hundred-Forty Dollars and 00/100 Dollars (\$ 35,640.00 ) to be  
paid to the commission to be credited to the state road fund, the principal and surety binding themselves, their heirs,  
executors, administrators, successors, and assigns, jointly and severally, firmly by these presents.

Sealed with our seals and dated this  
6th day of November, 2019

THE CONDITION OF THIS OBLIGATION is such that

WHEREAS the principal is submitting herewith a bid to the commission on West Reed Street in  
Randolph County, project City of Moberly – Sidewalk Improvement Project Phase 2 for construction or improvement  
of Pedestrian Bridge and Crosswalk Signals as set out in said bid;

NOW THEREFORE, if the commission shall accept the bid of the principal and if the principal shall properly  
execute and deliver to the commission the contract, contract bond, and evidence of insurance coverage in compliance with  
the requirements of the bid, the specifications, and the provisions of section 227.100 RSMo, to the satisfaction of the  
commission, then this obligation shall be void and of no effect, otherwise to remain in full force and effect.

In the event the said principal shall, in the judgment of the commission, fail to comply with any requirement  
as set forth in the preceding paragraph, then the state of Missouri, acting by and through the commission, shall immediately  
and forthwith be entitled to recover the full penal sum above set out, together with court costs, attorney's fees, and any  
other expense of recovery.

The principal and surety hereby certify that the document is the original or a verbatim copy of the bid bond  
form furnished by the Commission, in accordance with Sec 102.9 of the Missouri Standard Specifications for Highway  
Construction.

Contech Engineered Solutions, LLC  
Principal

SEAL

By [Signature]  
Signature

Western Surety Company  
Surety

SEAL

By [Signature]  
Signature of Attorney in Fact  
Catherine Ogilvie

NOTE: This bond must be executed by the principal, and by a corporate surety authorized to conduct surety business in  
the state of Missouri.



# Western Surety Company

#3.

## POWER OF ATTORNEY APPOINTING INDIVIDUAL ATTORNEY-IN-FACT

Know All Men By These Presents, That WESTERN SURETY COMPANY, a South Dakota corporation, is a duly organized and existing corporation having its principal office in the City of Sioux Falls, and State of South Dakota, and that it does by virtue of the signature and seal herein affixed hereby make, constitute and appoint

**Jeffrey W McCart, Christopher Michael Owens, Catherine Ogilvie, Stephen R Adkins, Individually**

of Duluth, GA, its true and lawful Attorney(s)-in-Fact with full power and authority hereby conferred to sign, seal and execute for and on its behalf bonds, undertakings and other obligatory instruments of similar nature

### - In Unlimited Amounts -

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

This Power of Attorney is made and executed pursuant to and by authority of the By-Law printed on the reverse hereof, duly adopted, as indicated, by the shareholders of the corporation.

In Witness Whereof, WESTERN SURETY COMPANY has caused these presents to be signed by its Vice President and its corporate seal to be hereto affixed on this 9th day of April, 2018.



WESTERN SURETY COMPANY

*Paul T. Bruflat*  
Paul T. Bruflat, Vice President

State of South Dakota }  
County of Minnehaha } ss

On this 9th day of April, 2018, before me personally came Paul T. Bruflat, to me known, who, being by me duly sworn, did depose and say: that he resides in the City of Sioux Falls, State of South Dakota; that he is the Vice President of WESTERN SURETY COMPANY described in and which executed the above instrument; that he knows the seal of said corporation; that the seal affixed to the said instrument is such corporate seal; that it was so affixed pursuant to authority given by the Board of Directors of said corporation and that he signed his name thereto pursuant to like authority, and acknowledges same to be the act and deed of said corporation.

My commission expires

June 23, 2021



*J. Mohr*  
J. Mohr, Notary Public

### CERTIFICATE

I, L. Nelson, Assistant Secretary of WESTERN SURETY COMPANY do hereby certify that the Power of Attorney hereinabove set forth is still in force, and further certify that the By-Law of the corporation printed on the reverse hereof is still in force. In testimony whereof I have hereunto subscribed my name and affixed the seal of the said corporation this 6th day of November, 2019.



WESTERN SURETY COMPANY

*L. Nelson*  
L. Nelson, Assistant Secretary

# City of Moberly City Council Agenda Summary

Agenda Number: \_\_\_\_\_ #4.  
 Department: Public Works  
 Date: December 2, 2019

**Agenda Item:** An Ordinance Authorizing Execution Of A Contract With Contech Engineered Solutions, LLC For The Pedestrian Bridge And Crosswalk Signals Improvement Project.

**Summary:** Advertisement was done for the bridge and abutment design, bids were opened on November 14, 2019 at 10:00am. Two (2) bids were received from Big R Bridge and Contech. We are still reviewing the bids. Due to Big R Bridge not including insurance and bid bond, Contech seems to be the responsible bidder.

Attached are the contract and bond with Contech.

**Recommended**

**Action:** Approve this ordinance.

**Fund Name:** Transportation Trust - Rt. M

**Account Number:** 600.168.5409

**Available Budget \$:** 19657.88

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

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

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

**AN ORDINANCE AUTHORIZING EXECUTION OF A CONTRACT WITH CONTECH ENGINEERED SOLUTIONS, LLC FOR THE PEDESTRIAN BRIDGE AND CROSSWALK SIGNALS IMPROVEMENT PROJECT.**

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

**SECTION ONE:** A request for bids was advertised for the bridge and abutment design and construction for a pedestrian bridge on Route M beginning 900’ east of Gratz-Brown Street on the south side of the road.

**SECTION TWO:** Two bids were received and opened on November 14, 2019 with the lowest responsible bidder being Contech Engineered Solutions, LLC in the amount of \$35,640.00.

**SECTION THREE:** The Moberly City Council hereby accepts the bid of Contech Engineered Solutions, LLC in the amount of \$35,640.00 and authorizes the City Manager or his designee to contract with Contech for the construction of the pedestrian bridge and to take such other and further action as necessary to complete the project.

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

**PASSED AND ADOPTED** by the Council of the City of Moberly, Missouri, this 2nd day of December, 2019.

**ATTEST:**

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

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

Federal Project No.: STP 4500(209)

City of Moberly  
101 West Reed Street  
Moberly, Missouri, 65270

# CONTRACT

AND

# BOND

FOR

SUPPLYING

**Pedestrian Bridge and Abutment Design**

**Located along E. Urbandale Drive (Route M) beginning 900' east of Gratz-Brown St. on South side of the road in the City of Moberly in Randolph County, Missouri**

**E. Urbandale Drive (Route M)  
Randolph County/City of Moberly**

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ADA Checklist

## AGREEMENT

THIS AGREEMENT, made this 2nd of December, 2019 , by and between The City of Moberly, Missouri, hereinafter called "OWNER" and Contech Engineered Solutions doing business as \_\_\_\_\_ a corporation \_\_\_\_\_ hereinafter called "CONTRACTOR".

WITNESSETH: That for and in consideration of the payments and agreements herein after mentioned:

1. The CONTRACTOR will commence and complete the construction of the
 

**Moberly, MO – Pedestrian Bridge and Crosswalk Signals Improvements Project  
Federal Aid Project No. TAP-4500(209)**
2. The CONTRACTOR will furnish all of the materials, supplies, tools, equipment, labor, and other services necessary for the construction and completion of the PROJECT described herein.
3. The CONTRACTOR will commence the work required by the CONTRACT DOCUMENTS within 14 calendar days after the date of the NOTICE TO PROCEED and will complete the same by March 31, 2019, unless the period for completion is extended otherwise by the CONTRACT DOCUMENTS.
4. The CONTRACTOR agrees to perform all of the WORK described in the CONTRACT DOCUMENTS and comply with the terms therein for the sum of \_\_\_\_\_ thirty-five thousand six hundred and forty dollars (35,640.00)
5. The term "CONTRACT DOCUMENTS" consists of the following:
  - A. NOTICE TO BIDDERS (*inclusive*)
  - B. CONTRACTOR'S BID (BID FORM) (*inclusive*)
  - C. THIS AGREEMENT (*inclusive*)
  - D. BID BOND (*inclusive*)
  - E. PERFORMANCE BOND (*inclusive*)
  - F. PAYMENT BOND (*inclusive*)
  - G. MISSOURI STANDARD SPECIFICATIONS FOR HIGHWAY CONSTRUCTION, 2019 EFFECTIVE EDITION
  - H. MISSOURI STANDARD PLANS FOR HIGHWAY CONSTRUCTION, 2019 EFFECTIVE EDITION
  - I. JOB SPECIAL PROVISIONS (*inclusive*)
  - J. ADDENDA (Numbers \_\_\_\_\_ Through \_\_\_\_\_ )
  - K. The following which may be delivered or issued on or after the Effective Date



of the Agreement, and are not attached hereto:

- 1) NOTICE TO PROCEED
- 2) CHANGE ORDERS

6. The OWNER will pay to the CONTRACTOR in the manner and at such times as set forth in the General Conditions such amounts as required by the CONTRACT DOCUMENTS.

7. This Agreement shall be binding upon all parties hereto and their respective heirs, executors, administrators, successors, and assigns.

IN WITNESS WHEREOF, the parties hereto have executed or caused to be executed by their duly authorized officials, this Agreement in four ( 4 ) copies each of which shall be deemed an original on the date first above written.

OWNER: The City of Moberly, Missouri

(SEAL)

By \_\_\_\_\_

Name \_\_\_\_\_

Title \_\_\_\_\_

ATTEST:

By \_\_\_\_\_

Name \_\_\_\_\_

Title \_\_\_\_\_

CONTRACTOR:

(CORPORATE SEAL)

By \_\_\_\_\_

Name \_\_\_\_\_

Title \_\_\_\_\_

Address \_\_\_\_\_

\_\_\_\_\_

FEIN \_\_\_\_\_

ATTEST:

By \_\_\_\_\_

Name \_\_\_\_\_

Title \_\_\_\_\_

# BID BOND

KNOW ALL PERSONS BY THESE PRESENTS, that we

Contech Engineered Solutions, LLC  
as principal and Western Surety Company  
as surety, are held and firmly bound unto the City of Moberly in the penal sum  
of Thirty-Five Thousand-Six Hundred-Forty Dollars and 00/100 Dollars (\$ 35,640.00 ) to be  
paid to the commission to be credited to the state road fund, the principal and surety binding themselves, their heirs,  
executors, administrators, successors, and assigns, jointly and severally, firmly by these presents.

Sealed with our seals and dated this  
6th day of November, 2019

THE CONDITION OF THIS OBLIGATION is such that

WHEREAS the principal is submitting herewith a bid to the commission on West Reed Street in  
Randolph County, project City of Moberly – Sidewalk Improvement Project Phase 2 for construction or improvement  
of Pedestrian Bridge and Crosswalk Signals as set out in said bid;

NOW THEREFORE, if the commission shall accept the bid of the principal and if the principal shall properly  
execute and deliver to the commission the contract, contract bond, and evidence of insurance coverage in compliance with  
the requirements of the bid, the specifications, and the provisions of section 227.100 RSMo, to the satisfaction of the  
commission, then this obligation shall be void and of no effect, otherwise to remain in full force and effect.

In the event the said principal shall, in the judgment of the commission, fail to comply with any requirement  
as set forth in the preceding paragraph, then the state of Missouri, acting by and through the commission, shall immediately  
and forthwith be entitled to recover the full penal sum above set out, together with court costs, attorney's fees, and any  
other expense of recovery.

The principal and surety hereby certify that the document is the original or a verbatim copy of the bid bond  
form furnished by the Commission, in accordance with Sec 102.9 of the Missouri Standard Specifications for Highway  
Construction.

Contech Engineered Solutions, LLC  
Principal

SEAL

By [Signature]  
Signature

Western Surety Company  
Surety

SEAL

By [Signature]  
Signature of Attorney in Fact  
Catherine Ogilvie

NOTE: This bond must be executed by the principal, and by a corporate surety authorized to conduct surety business in  
the state of Missouri.

# Western Surety Company

## POWER OF ATTORNEY APPOINTING INDIVIDUAL ATTORNEY-IN-FACT

Know All Men By These Presents, That WESTERN SURETY COMPANY, a South Dakota corporation, is a duly organized and existing corporation having its principal office in the City of Sioux Falls, and State of South Dakota, and that it does by virtue of the signature and seal herein affixed hereby make, constitute and appoint

**Jeffrey W McCart, Christopher Michael Owens, Catherine Ogilvie, Stephen R Adkins, Individually**

of Duluth, GA, its true and lawful Attorney(s)-in-Fact with full power and authority hereby conferred to sign, seal and execute for and on its behalf bonds, undertakings and other obligatory instruments of similar nature

### - In Unlimited Amounts -

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

This Power of Attorney is made and executed pursuant to and by authority of the By-Law printed on the reverse hereof, duly adopted, as indicated, by the shareholders of the corporation.

In Witness Whereof, WESTERN SURETY COMPANY has caused these presents to be signed by its Vice President and its corporate seal to be hereto affixed on this 9th day of April, 2018.



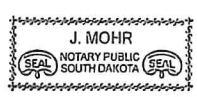
WESTERN SURETY COMPANY

*Paul T. Bruflat*  
Paul T. Bruflat, Vice President

State of South Dakota }  
County of Minnehaha } ss

On this 9th day of April, 2018, before me personally came Paul T. Bruflat, to me known, who, being by me duly sworn, did depose and say: that he resides in the City of Sioux Falls, State of South Dakota; that he is the Vice President of WESTERN SURETY COMPANY described in and which executed the above instrument; that he knows the seal of said corporation; that the seal affixed to the said instrument is such corporate seal; that it was so affixed pursuant to authority given by the Board of Directors of said corporation and that he signed his name thereto pursuant to like authority, and acknowledges same to be the act and deed of said corporation.

My commission expires  
June 23, 2021



*J. Mohr*  
J. Mohr, Notary Public

### CERTIFICATE

I, L. Nelson, Assistant Secretary of WESTERN SURETY COMPANY do hereby certify that the Power of Attorney hereinabove set forth is still in force, and further certify that the By-Law of the corporation printed on the reverse hereof is still in force. In testimony whereof I have hereunto subscribed my name and affixed the seal of the said corporation this 6th day of November, 2019.



WESTERN SURETY COMPANY

*L. Nelson*  
L. Nelson, Assistant Secretary

## NOTICE TO CONTRACTORS

Sealed bids, addressed City of Moberly, 101 West Reed Street, Moberly, Missouri, 65270 for the proposed work will be received by the City of Moberly until 2:00 PM (prevailing local time) on June 20<sup>th</sup>, 2019, at the office of the City of Moberly, 101 West Reed Street, Moberly, Missouri, 65270, and at that time will be publicly opened. Bids should be delivered to: City Clerk, City of Moberly, 101 West Reed Street, Moberly, Missouri, 65270.

(1) **PROPOSED WORK:** The proposed work, hereinafter called the work, includes:

The proposed work involves fabrication and delivery of a prefabricated pedestrian bridge. The contractor will be required to fabricate, assemble and deliver the bridge at a location as agreed to by the city. The design of the abutments will also be required. All equipment, material, and workmanship must be in accordance with the plans, specifications, and contract documents on file with the City of Moberly.

(2) **COMPLIANCE WITH CONTRACT PROVISIONS:** The bidder, having examined and being familiar with the local conditions affecting the work, and with the contract, contract documents, including the current version of the Missouri Highways and Transportation Commission's "Missouri Standard Specifications for Highway Construction" 2017 version, and "Missouri Standard Plans for Highway Construction", 2017 version (if applicable), their revisions, and the request for bid, including appendices, the special provisions and plans, hereby proposes to furnish all labor, materials, equipment, services, etc., required for the performance and completion of the work. All references are to the Missouri Standard Specifications for Highway Construction, as revised, unless otherwise noted.

The following documents are available on the Missouri Department of Transportation web page at [www.modot.mo.gov](http://www.modot.mo.gov) under "Business with MoDOT" "Standards and Specifications". The effective version shall be the 2019 version.

General Provisions & Supplemental Specifications

Supplemental Revisions to Missouri Standard Plans  
For Highway Construction (if applicable)

These supplemental bidding documents contain all current revisions to the bound printed versions and have important legal consequences. It shall be conclusively presumed that they are in the bidder's possession, and they have been reviewed and used by the bidder in the preparation of any bid submitted on this project.

Please note that within the above-listed documents, the term "Commission" shall be replaced with the term, "City of Moberly", and the term "Engineer" is a reference to the Engineer of Record from Bartlett & West, Inc.

The contracting authority for this contract is the City of Moberly.

(3) **PERIOD OF PERFORMANCE:** If the bid is accepted, the bidder agrees that work shall be diligently prosecuted at such rate and in such manner as, in the judgment of the engineer, is necessary for the completion of the work within the time specified as follows in accordance with **Sec 108:**

Completion Date: As noted in the Job Special Provisions

(4) **LIQUIDATED DAMAGES:** The bidder agrees that, should the bidder fail to complete the work in the time specified or such additional time as may be allowed by the engineer under the contract, the amount of liquidated damages to be recovered in accordance with Sec 108 shall be as follows:

Liquidated damages per day \$ 500

(5) **BID GUARANTY:** The bidder shall submit a Bid Guaranty meeting the requirements of Section 102 of the Missouri Standard Specifications for Highway Construction (if applicable). A sample project bid bond form is included in the bid book. The bidder shall mark the box below to identify the type of Bid Guaranty.

- Paper Bid Bond  
 Cashier's Check

(6) **CERTIFICATIONS FOR FEDERAL JOBS:** By signing and submitting this bid, the bidder makes the certifications appearing in Sec. 102.18.1 (regarding affirmative action and equal opportunity), Sec. 102.18.2 (regarding disbarment, eligibility, indictments, convictions, or civil judgments), Sec. 102.18.3 (regarding anti-collusion), and Sec. 102.18.4 (regarding lobbying activities). Any necessary documentation is to accompany the bid submission, as required by these sections. As provided in Sec. 108.13, the contracting authority may terminate the contract for acts of misconduct, which includes but is not limited to fraud, dishonesty, and material misrepresentation or omission of fact within the bid submission.

(7) **ANTIDISCRIMINATION:** The Contracting Authority hereby notifies all bidders that it will affirmatively insure that in any contract entered into pursuant to this advertisement, businesses owned and controlled by socially and economically disadvantaged individuals will be afforded full opportunity to submit bids in response to this invitation and will not be discriminated against on the grounds of race, color, religion, creed, sex, age, ancestry, or national origin in consideration for an award.

(8) **FEDERAL AND STATE INSPECTION:** The Federal Government is participating in the cost of construction of this project. All applicable Federal laws, and the regulations made pursuant to such laws, shall be observed by the contractor, and the work will be subject to the inspection of the appropriate State or Federal Agency in the same manner as provided in Sec 105.10 of the Missouri Standard Specifications for Highway Construction with all revisions applicable to this bid and contract.

(9) **PREVAILING WAGE (FEDERAL AND STATE):** This contract requires payment of the prevailing hourly rate of wages for each craft or type of work required to execute the contract as determined by the Missouri Department of Labor and Industrial Relations and requires adherence to a schedule of minimum wages as determined by the United States Department of Labor. For work performed anywhere on this project, the contractor and the contractor's subcontractors shall pay the higher of these two applicable wage rates. The applicable state wage rates for this contract are detailed in "Annual Wage Order No. 26", that is attached to this bidding document. The applicable federal wage rates for this contract are the effective Davis-Bacon federal wage rates posted the tenth day before the bid opening date and are attached herein.

These supplemental bidding documents have important legal consequences. It shall be conclusively presumed that they are in the bidder's possession, and they have been reviewed and used by the bidder in the preparation of any bid submitted on this project.

(10) **WORKER ELIGIBILITY REQUIREMENTS:** Execution of the construction contract for this project is dependent upon the awarded bidder providing an Affidavit of Compliance AND E-Verify Memorandum-of-Understanding (MOU) between the bidder and Department of Homeland Security to the Contracting Authority as required by section 285.530 RSMo. The cover page and signature page of the E-Verify MOU and the Affidavit must be submitted prior to award of this contract.

A sample Affidavit of Compliance can be found at the Missouri Attorney General's website at the following link:



[http://ago.mo.gov/forms/Affidavit\\_of\\_Compliance.pdf](http://ago.mo.gov/forms/Affidavit_of_Compliance.pdf)

All bidders must also be enrolled in the E-Verify Program and include their MOU prior to contract execution. Bidders who are not enrolled will need to go to the following website link and select "Enroll in the Program" to get started. After completing the program, they will receive their E-Verify MOU with Department of Homeland Security. This document will need to be printed out and kept on file so that a copy can be attached to the Affidavit of Compliance.

[http://www.dhs.gov/files/programs/gc\\_1185221678150.shtm](http://www.dhs.gov/files/programs/gc_1185221678150.shtm)

This requirement also applies to subcontractors and contract labor, but this contract only requires submittal of the verification documents for the prime contractor. It is the prime contractor's responsibility to verify the worker eligibility of their subcontractors in order to protect their own company from liability as required by section 285.530 RSMo.

(11) **OSHA TEN HOUR TRAINING REQUIREMENTS:** Missouri Law, 292.675 RSMO, requires any awarded contractor and its subcontractor(s) to provide a ten-hour Occupational Safety and Health Administration (OSHA) Construction Safety Program (or a similar program approved by the Missouri Department of Labor and Industrial Relations as a qualified substitute) for their on-site employees (laborers, workmen, drivers, equipment operators, and craftsmen) who have not previously completed such a program and are directly engaged in actual construction of the improvement (or working at a nearby or adjacent facility used for construction of the improvement). The awarded contractor and its subcontractor(s) shall require all such employees to complete this ten-hour program, pursuant to 292.675 RSMO, unless they hold documentation on their prior completion of said program. Penalties, for Non-Compliance include contractor forfeiture to the Contracting Authority in the amount of \$2,500, plus \$100 per contractor and subcontractor employee for each calendar day such employee is employed beyond the elapsed time period for required program completion under 292.675 RSMO.

(12) **BUY AMERICA REQUIREMENTS:** Construction contracts shall assure compliance with Section 165 of the Surface Transportation Assistance Act of 1982, Section 337 of the Surface Transportation and Uniform Relocation Assistance Act of 1987, and 23 CFR 635.410 regarding Buy America provisions on the procurement of foreign products and materials. On all contracts involving Federal-aid, all products of iron, steel, or a coating of steel which are incorporated into the work must have been manufactured in the United States. The Contracting Authority may allow minimal amounts of these materials from foreign sources, provided the cost does not exceed 0.1 percent of the contract sum or \$2,500, whichever is greater. The Contractor certifies that these materials are of domestic origin. Additional information regarding the "Buy America" requirements can be found at:

<http://www.fhwa.dot.gov/programadmin/contracts/b-amquck.cfm>

(13) **ADDENDUM ACKNOWLEDGEMENT:** The undersigned states that the all addenda (if applicable) have been received, acknowledged and incorporated into their bid, prior to submittal. For paper bids, staple addenda to the bid in the appropriate part of the bid.

(14) **SIGNATURE AND IDENTITY OF BIDDER:** The undersigned states that the following provided information is correct and that (if not signing with the intention to bind themselves to become the responsible and sole bidder) they are the agent of, and they are signing and executing this, as the bid of

CONTECH ENGINEERED SOLUTIONS LLC, which is the correct LEGAL NAME as stated on the contractor questionnaire (if applicable).

a) The organization submitting this bid is a(n) (1) individual bidder, (2) partnership, (3) joint venturer (whether individuals or corporations, and whether doing business under a fictitious name), or (4) corporation. Indicate by marking the appropriate box below.

sole individual                       partnership                       joint venture

corporation, incorporated under laws of state of \_\_\_\_\_.

b) If the bidder is doing business under a fictitious name, indicate below by filling in the fictitious name

Executed by bidder this 11 day of NOVEMBER 59 2019

THE BIDDER CERTIFIES THAT THE BIDDER AND ITS OFFICIALS, AGENTS, AND EMPLOYEES HAVE NEITHER DIRECTLY NOR INDIRECTLY ENTERED INTO ANY AGREEMENT, PARTICIPATED IN ANY COLLUSION, OR OTHERWISE TAKEN ANY ACTION IN RESTRAINT OF FREE COMPETITIVE BIDDING IN CONNECTION WITH THIS BID, AND THAT THE BIDDER INTENDS TO PERFORM THE WORK WITH ITS OWN BONAFIDE EMPLOYEES AND SUBCONTRACTORS, AND DID NOT BID FOR THE BENEFIT OF ANOTHER CONTRACTOR.

THE BIDDER ACKNOWLEDGES THAT THIS IS AN UNSWORN DECLARATION, EXECUTED UNDER PENALTY OF PERJURY UNDER THE LAWS OF THE UNITED STATES AND/OR FALSE DECLARATION UNDER THE LAWS OF MISSOURI, AND ANY OTHER APPLICABLE STATE OR FEDERAL LAWS. THE FAILURE TO PROVIDE THIS CERTIFICATION IN THIS BID MAY MAKE THIS BID NON-RESPONSIVE, AND CAUSE IT TO BE REJECTED.

THE BIDDER CERTIFIES THAT THE BIDDER'S COMPANY KNOWINGLY EMPLOYS ONLY INDIVIDUALS WHO ARE AUTHORIZED TO WORK IN THE UNITED STATES IN ACCORDANCE WITH APPLICABLE FEDERAL AND STATE LAWS AND ALL PROVISIONS OF MISSOURI EXECUTIVE ORDER NO. 07-13 FOR CONTRACTS WITH THE CONTRACTING AUTHORITY.

Check this box ONLY if the bidder REFUSES to make any or all of these certifications. The bidder may provide an explanation for the refusal(s) with this submittal.

*Cynthia L. Domek*

Signature of Bidder's Owner, Officer, Partner or Authorized Agent

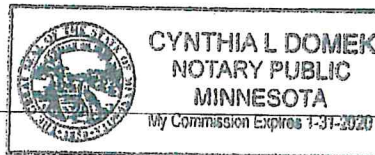
*Cynthia L. Domek*

Please print or type name and title of person signing here

Attest:

*Cynthia L. Domek*

Secretary of Corporation if Bidder is a Corporation



Affix Corporate Seal (If Bidder is a Corporation)

NOTE: If bidder is doing business under a fictitious name, the bid shall be executed in the legal name of the individual, partners, joint ventures, or corporation, and registration of fictitious name filed with the secretary of state, as required by sections 417.200 to 417.230 RSMo. If the bidder is a corporation not organized under the laws of Missouri, it shall procure a certificate of authority to do business in Missouri, as required by section 351.572 et seq RSMo. A certified copy of such registration of fictitious name or certificate of authority to do business in Missouri shall be filed with the Missouri Highways and Transportation Commission, as required by the standard specifications.

(15) **TRAINEES:** By submitting this bid, the bidder certifies that the bidder is familiar with the Training Provision in the Missouri Highways and Transportation Commission's "General Provisions and Supplement Specifications" which are available on the Missouri Department of Transportation web page at [www.modot.mo.gov](http://www.modot.mo.gov) under "Business with MoDOT" "Standards and Specifications". The number of trainee hours provided under this contract will be 0 slots at 1000 hours per slot or 0 hours.

(16) **SUBCONTRACTOR DISCLOSURE:** Requirements contained within Sec 102.7.12 of the Missouri Standard Specification for Highway Construction shall be waived for this contract.

(17) **PROJECT AWARD:** This project will be awarded to the lowest, responsive, responsible bidder.

(18) **MATERIALS INSPECTIONS:** All technicians who perform, or are required by the FHWA to witness, such sampling and testing shall be deemed as qualified by virtue of successfully completing the requirements of EPG 106.18 Technician Certification Program, for that specific technical area.

(19) **PRIME CONTRACTOR REQUIREMENTS:** The limitation in Sec 108.1.1 of the Missouri Standard Specifications for Highway Construction that "the contractor's organization shall perform work amounting to not less than 40 percent of the total contract cost" is waived for this contract. Instead, the less restrictive terms of the Federal Highway Administration's rule at Title 23 Code of Federal Regulations (CFR) § 635.116(a) shall apply, so that the contractor must perform project work with its own organization equal to and not less than 30 percent of the total original contract price. Second-tier subcontracting will not be permitted on this contract. All other provisions in Sec 108.1.1 et seq. of the Missouri Standard Specifications for Highway Construction shall remain in full force and effect, and shall continue to govern the contractor and its subcontractors, in accordance with the provisions of Title 23 CFR § 635.116.

(20) **SALES AND USE TAX EXEMPTION:**  Moberly, a tax exempt entity, will furnish a

Missouri Project Exemption Certificate as described in Section 144.062 RSMo to the awarded contractor who in turn may use the certificate to purchase materials for a specific project performed for the tax exempt entity. Only the materials and supplies incorporated or consumed during the construction of the project are exempt. The certificate will be issued to the contractor for a specific project for a defined period of time.

**ITEMIZED BID:** The bidder should complete the following section in accordance with Sec 102.7. The bidder proposes to furnish all labor, materials, equipment, services, etc. required for the performance and completion of the work, as follows:

**BID FORM**

Proposal of CONTECH ENGINEERING SOLUTIONS (hereinafter called "BIDDER"), organized and existing under the laws of the State of \_\_\_\_\_ doing business as CONTECH to the City of Moberly, Missouri.  
*( a corporation, a LLC, a partnership, an individual)*

BIDDER hereby proposes to perform all WORK for the construction of

**Moberly, MO – Pedestrian Bridge Project  
Federal Aid Project No. TAP-4500(209)**

in strict accordance with the CONTRACT DOCUMENTS, within the time set forth therein, and at the prices stated below.

By submission of this BID, each BIDDER certifies, and in the case of a joint BID, each party thereto certifies as to its own organization, that this BID has been arrived at independently, without consultation, communication, or agreement as to any matter relating to this BID with any other BIDDER or with any competitor.

BIDDER hereby agrees to commence WORK under this contract on or before a date to be specified in the NOTICE TO PROCEED.

BIDDER further agrees to pay as liquidated damages the sum of **\$500.00** for each consecutive calendar day after the allowed period of performance.

BIDDER acknowledges receipt of the following ADDENDUM:

No. 1, dated 11-11-19

No. \_\_\_\_\_, dated \_\_\_\_\_

No. \_\_\_\_\_, dated \_\_\_\_\_



MoDOT Item No.	Description	Quantity	Unit	Engineer's Estimate	
				Unit Price	Extension
	<b>Base Bid</b>				
703-99.02	Prefabricated Pedestrian Bridge Abutment Design	1	LS	2200	2200
703-99.03	Prefabricated Pedestrian Bridge	1	LS	33,440	33,440

BID TOTAL \$ 35,640<sup>00</sup>  
(figures)

THIRTY FIVE THOUSAND SIX HUNDRED AND FORTY DOLLARS  
  
(words)

The low bidder will be determined based upon the total construction cost.

This Bid is submitted by:

CONTECH ENGINEERED SOLUTIONS LLC  
Name (Corporation, LLC, Partnership, Individual)

[Signature]  
Authorized Signature Date

SENIOR BRIDGE ESTIMATOR 8301 STATE HWY. 29 NORTH  
Title Address


320-345-9142 ALEXANDRIA, MN 56308  
FEIN City, State, Zip  
Phone No.

CORPORATE SEAL – (if BID is by a corporation)

**JOB SPECIAL PROVISIONS – TABLE OF CONTENTS**

(Job Special Provisions shall prevail over Specification and/or General Provisions whenever in conflict therewith)

- A. Project Contact for Contractor/Bidder Questions
- B. ADA Compliance
- C. Liquidated Damages Specified for Winter Months
- D. Pedestrian Bridge
- E. Pedestrian Bridge Abutments
- F. Time for Completion of Work
- G. Buy America

 <p>THIS SHEET HAS BEEN SIGNED, SEALED AND DATED ELECTRONICALLY.</p>	<p><b>The City of Moberly, MO</b> 101 West Reed St Moberly, MO 65270 Phone (660) 269-8705</p>
	<p><b>BARTLETT &amp; WEST, INC.</b> 1719 Southridge Drive, Suite 100 Jefferson City, MO 65109 Certificate of Authority: 000167 Consultant Phone: 573-634-3181</p>
	<p>Project No. TAP-4500(209) Randolph County, MO Date Prepared: 10/29/19</p>
<p>If a seal is present on this sheet, JSP's have been electronically sealed and dated.</p>	<p>ADDENDUM DATE:</p>
<p>All Job Special Provisions are authenticated by this seal.</p>	

**A. PROJECT CONTACT FOR CONTRACTOR/BIDDER QUESTIONS**

All questions concerning this project during the bidding process shall be forwarded to the project contact listed below:

Austin Johnson  
1719 Southridge Drive, Suite 100  
573-659-6737  
Austin.johnson@bartwest.com

## **B. AMERICANS WITH DISABILITIES ACT (ADA) COMPLIANCE AND FINAL ACCEPTANCE OF CONSTRUCTED FACILITIES JSP-10-01A**

**1.0 Description.** The contractor shall comply with all laws pertaining to the Americans with Disabilities Act (ADA) during construction of pedestrian facilities on public rights of way for this project. An ADA Checklist is provided herein to be utilized by the contractor for verifying compliance with the ADA law. The contractor is expected to familiarize himself with the plans involving pedestrian facilities and the ADA Post Construction Checklist prior to performing the work.

**2.0 ADA Checklist.** The contractor can locate the ADA Checklist form on the Missouri Department of Transportation website:

[http://www.modot.mo.gov/business/contractor\\_resources/forms.htm](http://www.modot.mo.gov/business/contractor_resources/forms.htm)

**2.1** The ADA Checklist is intended to be a helpful tool for the contractor to use during the construction of the pedestrian facilities and a basis for the commission's acceptance of work. Prior to work being performed, the contractor shall bring to the engineer's attention any planned work that is in conflict with the design or with the requirement shown in the checklist. Situations may arise where the checklist may not fully address all requirements needed to construct a facility to the full requirements of current ADA law. In those situations, the contractor shall propose a solution to the engineer that is compliant with current ADA law using the following hierarchy of resources: 2010 ADA Standards for Accessible Design, Draft Public Rights of Way Accessibility Guidelines (PROWAG) dated November 23, 2005, MoDOT's Engineering Policy Guidelines (EPG), or a solution approved by the U.S. Access Board.

**2.2** It is encouraged that the contractor monitor the completed sections of the newly constructed pedestrian facilities in attempts to minimize negative impacts that his equipment, subcontractors or general public may have on the work. Completed facilities must comply with the requirements of ADA and the ADA Checklist or have documented reasons for the non-complaint items to remain.

### **3.0 Coordination of Construction.**

**3.1** Prior to construction and/or closure on an existing pedestrian path of travel, the contractor shall submit a schedule of work to be constructed, which includes location of work performed, the duration of time the contractor expects to impact the facility and an accessible signed pedestrian detour compliant with MUTCD Section 6D that will be used during each stage of construction. This plan shall be submitted to the engineer for review and approval at or prior to the pre-construction conference. Accessible signed detours shall be in place prior to any work being performed that has the effect of closing an existing pedestrian travel way.

**3.2** When consultant survey is included in the contract, the contractor shall use their survey crews to verify that the intended design can be constructed to the full requirements as established in the 2010 ADA Standards. When 2010 ADA Standards do not give sufficient information to construct the contract work, the contractor shall refer to the PROWAG.



**3.3** When consultant survey is not included in the contract, the contractor shall coordinate with the engineer, prior to construction, to determine if additional survey will be required to confirm the designs constructability.

**4.0 Final Acceptance of Work.** The contractor shall provide the completed ADA Checklist to the engineer at the semi-final inspection. ADA improvements require final inspection and compliance with the ADA requirements and the ADA Checklist. Each item listed in the checklist must receive either a "YES" or an "N/A" score. Any item receiving a "NO" will be deemed non-compliant and shall be corrected at the contractor's expense unless deemed otherwise by the engineer. Documentation must be provided about the location of any non-complaint items that are allowed to remain at the end of the construction project. Specific details of the non-complaint items, the ADA requirement that the work was not able to comply with, and the specific reasons that justify the exception are to be included with the completed ADA Checklist provided to the engineer.

**4.1** Slope and grade measurements shall be made using a properly calibrated, 2 foot long, electronic digital level approved by the engineer.

**5.0 Basis of Payment.** The contractor will receive full pay of the contract unit cost for all sidewalk, ramp, curb ramp, median, island, approach work, cross walk striping, APS buttons, pedestrian heads, detectible warning systems and temporary traffic control measures that are completed during the current estimate period as approved by the engineer. Based upon completion of the ADA Checklist, the contractor shall complete any necessary adjustments to items deemed non-compliant as directed by the engineer.

**5.1** No direct payment will be made to the contractor to recover the cost of equipment, labor, materials, or time required to fulfill the above provisions, unless specified elsewhere in the contract documents.

#### C. LIQUIDATED DAMAGES FOR WINTER MONTHS

**1.0 Description.** Revise Sec 108.8.1.2 (a) and (b) and substitute the following for the project:

- (a) Liquidated damages will be assessed from December 15 to March 15
- (b) Liquidated damages will be assessed for Saturdays, Sundays and Holidays.

#### D. PEDESTRIAN BRIDGE

**1.0 Description:** This work consists of designing, providing, and installing a prefabricated pedestrian bridge. Foundation design shall also be required and submitted to the engineer for review. Foundation design must be signed and sealed by a professional engineer in the state of Missouri. The bridge shall be supported on longitudinal girders or stringers unless otherwise approved by the city and engineer prior to fabrication. An expansion joint shall be required to bridge the space between the bridge structure and abutment or sidewalk to provide ADA compliant crossing at installation and upon repeated expansion/contraction cycles of the bridge.

**2.0 Performance Requirements:** The bridge-including cross slope and pedestrian railing shall comply with all American with Disabilities Act requirements. Horizontal or Vertical pickets shall be placed to prevent a 4 in. diameter sphere from passing through.

**2.1** Design pedestrian bridge, including comprehensive engineering analysis by a qualified professional engineer, using performance requirements and design criteria indicated. The structure shall be designed in accordance with the details within the plans.

**2.2 Structural Performance:** The pedestrian bridge and related components, including but not necessarily limited to, the substructure and decking, shall withstand the effects of gravity and live loads as well as any lateral loads in accordance with applicable portions of the AASHTO LRFD Guide Specifications for the Design of Pedestrian Bridges. Vehicular and pedestrian live loads shall be applied concurrently

Additional design parameters, related to Section 7.1 of the AASHTO LRFD Guide Specifications for the Design of Pedestrian Bridges manual, shall be incorporated into the superstructure design as applicable.

### **2.3 Materials:**

**2.3.1 – Steel:** The main bridge members (chords, diagonals, floor beams) shall be weathering steel (high strength, low alloy, atmospheric corrosion resistant ASTM A847 cold-formed welded square and rectangular tubing and/or ASTM A588, or ASTM A242, ASTM A606 plate and structural steel shapes with an  $F_y = 50,000$  psi. The minimum corrosion index of atmospheric corrosion resistant steel, as determined in accordance with ASTM G101, shall be 6.0.)

Decking, handrails and foot rails shall be made of treated wood.

The aesthetic design shall be submitted to the City for approval prior to construction.

The total overall length of the bridge shall be 50 feet in length. The existing grading, sidewalk and railing layout shown in the plans is sized for a bridge with an overall length of 50-feet with turn back wings on the abutment to hold the fill.

**2.4 Fabrication:** All glue laminated and timber members to be manufactured in accordance with details show on the plans. All members to be fully fabricated prior to preservative treatment. Factory drill all holes to the extent possible.

All wood components shall be preservative treated by the pressure process to meet the requirements of AWWA Standards.

Main bridge steel components shall be weathering steel.

**3.0 Submittal Requirements:** The contractor shall submit to the engineer for approval, design computations and shop drawings, signed, sealed and stamped by a registered professional engineer in the State of Missouri. The bridge plan shall include all design details and all details necessary for the fabrication and installation of the bridge. A Grading Agency Certification is

required on all timber material. A certificate of treatment shall be issued for all wood components.

**3.1 Supplier Requirements:** The bridge shall be manufactured by a supplier with prior experience in designing and manufacturing similar structures. The approved manufacturer shall have built and supplied at least 50 similar structures.

**4.0 Products:** Structural steel materials and related components, including but not necessarily limited to, high strength bolts, anchor bolts, etc. shall be in accordance with the manufacturer's recommendations as well as Section 1080 of the Missouri Standards and Specifications for Highway Construction. Concrete for abutments shall be a Class B concrete in accordance with applicable portions of Section 500 of the Missouri Standards and Specifications for Highway Construction. The minimum design concrete compressive strength shall be 4000 psi. Reinforcing steel shall be in accordance with Section 1036 of the Missouri Standards and Specifications for Highway Construction.

**5.0 Execution:**

**5.1** No fabrication shall commence until directed to proceed after shop drawing review by the engineer.

Delivery of the structure shall be coordinated with the city and engineer and will be to a location of the city's choosing near the site.

Any field Connections or splices utilizing welds or bolts shall be in accordance with Section 712.6 and 712.7 of the Missouri Standards and Specifications for Highway Construction.

**5.2** Footings on shall be designed in accordance with the requirement of included in the geotechnical report which is provided in the bid manual.

Footings on either cohesive or cohesionless soils shall be designed by the provisions outlined in the Missouri Department of Transportation's Engineering Policy Guide; Section 751.38 which can be found at the following: [http://epg.modot.org/index.php?title=751.38\\_Spread\\_Footings](http://epg.modot.org/index.php?title=751.38_Spread_Footings)

Load bearing and friction piles shall be placed in accordance with Section 702 Missouri Standards and Specifications for Highway Construction.

Minimum reinforcing steel clear cover shall be 3" for concrete cast in direct contact with existing earth and 1-1/2" elsewhere.

Reinforcing steel splicing and spacing requirements shall be in accordance with the current AASHTO LRFD Guide Specifications for the Design of Pedestrian Bridges and the manufacturer's recommendations.

**6.0 Basis of Payment:** All expenses incurred by the contractor by reason of their compliance with this provision shall be considered as completely covered by the unit prices bid for:

Item No. 703-99.03, Prefabricated Pedestrian Bridge, per lump sum

Item includes but is noted limited to: design by a licensed professional engineer, bearings, bridge deck, hand rails, and delivery of a fully assembled structure.

Any change to the abutment location based on the length of bridge supplied will cause modifications to the quantities of handrail and sidewalk approach which will be required for the tie in to existing improvements. Any change in quantity based on modification of the bridge length and abutment locations will not be cause for an adjustment in pay quantity on the project. Only changes from field conditions varying from those shown in the plans will allow for a change in quantity paid. Any additional costs associated with changes in the bridge length shall be considered covered by the items noted above.

#### E. PEDESTRIAN BRIDGE ABUTMENT

**1.0 Description:** This work consists of designing the abutments for the prefabricated pedestrian bridge. Foundation and abutment design shall also be required and submitted to the engineer for review prior to final signed abutment plans as required by the bidding documents.

**2.0 Basis of Payment:** All expenses incurred by the contractor by reason of their compliance with this provision including but not limited to concrete, reinforcing steel, excavation and embankment, and compaction shall be considered as completely covered by the unit prices bid for:

Item No. 703-99.02, Prefabricated Pedestrian Bridge Abutment Design, per LS

#### F. TIME FOR COMPLETION OF WORK

**1.0 Description.** Completion of this contract shall be in accordance with Sec. 108.7 and will be administered on a completion date basis.

**1.1** For the entirety of this project, Section 108.8.1.3(a) shall not apply.

**1.2** Regardless of when the work is begun on this contract, all work shall be completed on or before the date specified below. Completion by this date shall be in accordance with the requirements of Sec. 108.7.

Anticipated Notice to Proceed: November 21, 2019

Required shop drawing review for foundation: December 12, 2019

Delivery Date: As coordinated by the City – January 6, 2020 to May 29, 2020 as required by the City.

**2.0** Should the contractor, or in case of default, the surety, fail to complete the work within the above specified calendar days or the completion date, whichever occurs first, a deduction of the amount shown below will be made for each day that the contract remains uncompleted in accordance with the requirements of Sec 108.8. These damages are in addition to any other damages as specified elsewhere in this contract.

Liquidated Damages Per Day: \$200.00

**G. BUY AMERICA**

**106.9 Buy America Requirement.** On all federal-aid projects, the contractor's attention is directed to Title 23 CFR 635.410 Buy America Requirements. Where steel or iron products are to be permanently incorporated into the contract work, steel and iron material shall be manufactured in the USA except for "minor usage" as described herein. Furthermore, any coating process of the steel or iron shall be performed in the USA. The use of pig iron and processed, pelletized and reduced iron ore manufactured outside of the USA will be permitted in the domestic manufacturing process for steel or iron material.

**106.9.1** Any sources other than the USA as defined will be considered foreign. The required domestic manufacturing process shall include formation of ingots and any subsequent process. Coatings shall include any surface finish that protects or adds value to the product.

**106.9.2** "Minor usage" of foreign steel, iron or coating processes will be permitted, provided the cost of such products does not exceed 1/10 of one percent of the total contract cost or \$2,500.00, whichever is greater. If foreign steel, iron or coating processes are used, invoices to document the cost of the foreign portion, as delivered to the project, shall be provided and the engineer's written approval obtained prior to placing the material in any work.

**106.9.3** Buy America requirements include a step certification for all fabrication processes of all steel or iron materials that are accepted per Sec 1000.

**106.9.3.1** Items designated as Category 1 will consist of steel girders, piling, and reinforcing steel installed on site. Category 1 items require supporting documentation prior to incorporation into the project showing all steps of manufacturing, including coating, as being completed in the United States and in accordance with CFR Title 23 Section 635.410 Buy America Requirements. This includes the Mill Test Report from the original producing steel mill and certifications documenting the manufacturing process for all subsequent fabrication, including coatings. The certification shall include language that certifies the following. That all steel and iron materials permanently incorporated in this project was procured and processed domestically and all manufacturing processes, including coating, as being completed in the United States and in accordance with CFR Title 23 Section 635.410.

**106.9.3.2** Items designated as Category 2 will include all other steel or iron products not in Category 1 and permanently incorporated in the project. Category 2 items shall consist of, but not be limited to items such as fencing, guardrail, signing, lighting and signal supports. The



prime contractor is required to submit a material of origin form certification prior to incorporation into the project from the fabricator for each item that the product is domestic. The Certificate of Materials Origin form ([link to certificate form](#)) from the fabricator must show all steps of manufacturing, including coating, as being completed in the United States and in accordance with CFR Title 23 Section 635.410 Buy America Requirements and be signed by a fabricator representative. The Engineer reserves the right to request additional information and documentation to verify that all Buy America requirements have been satisfied. These documents shall be submitted upon request by the Engineer and retained for a period of 3 years after the last reimbursement of the material.

**106.9.3.3** Any minor miscellaneous steel or iron items that are not included in the materials specifications shall be certified by the prime contractor as being procured domestically. Examples of these items would be bolts for sign posts, anchorage inserts, etc. The certification shall read “I certify that all steel and iron materials permanently incorporated in this project during all manufacturing processes, including coating, as being completed in the United States and in accordance with CFR Title 23 Section 635.410 Buy America Requirements procured and processed domestically in accordance with CFR Title 23 Section 635.410 Buy America Requirements. Any foreign steel used was submitted and accepted under minor usage”. The certification shall be signed by an authorized representative of the prime contractor.

**106.9.4** When permitted in the contract, alternate bids may be submitted for foreign steel and iron products. The award of the contract when alternate bids are permitted will be based on the lowest total bid of the contract based on furnishing domestic steel or iron products or 125 percent of the lowest total bid based on furnishing foreign steel or iron products. If foreign steel or iron products are awarded the contract, domestic steel or iron products may be used; however, payment will be at the contract unit price for foreign steel or iron products.



Reinforcing steel splicing and spacing requirements shall be in accordance with the current AASHTO LRFD Guide Specifications for the Design of Pedestrian Bridges and the manufacturer's recommendations.

**6.0 Basis of Payment:** All expenses incurred by the contractor by reason of their compliance with this provision shall be considered as completely covered by the unit prices bid for:

Item No. 703-99.03, Prefabricated Pedestrian Bridge, per lump sum

Item includes but is noted limited to: design by a licensed professional engineer, bearings, bridge deck, hand rails, and delivery of a fully assembled structure.

Any change to the abutment location based on the length of bridge supplied will cause modifications to the quantities of handrail and sidewalk approach which will be required for the tie in to existing improvements. Any change in quantity based on modification of the bridge length and abutment locations will not be cause for an adjustment in pay quantity on the project. Only changes from field conditions varying from those shown in the plans will allow for a change in quantity paid. Any additional costs associated with changes in the bridge length shall be considered covered by the items noted above.

#### E. PEDESTRIAN BRIDGE ABUTMENT

**1.0 Description:** This work consists of designing the abutments for the prefabricated pedestrian bridge. Foundation and abutment design shall also be required and submitted to the engineer for review prior to final signed abutment plans as required by the bidding documents.

**2.0 Basis of Payment:** All expenses incurred by the contractor by reason of their compliance with this provision including but not limited to concrete, reinforcing steel, excavation and embankment, and compaction shall be considered as completely covered by the unit prices bid for:

Item No. 703-99.02, Prefabricated Pedestrian Bridge Abutment Design, per LS

#### F. TIME FOR COMPLETION OF WORK

**1.0 Description.** Completion of this contract shall be in accordance with Sec. 108.7 and will be administered on a completion date basis.


**1.1** For the entirety of this project, Section 108.8.1.3(a) shall not apply.

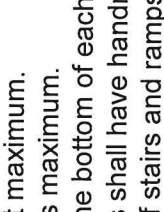


# ADA CHECKLIST

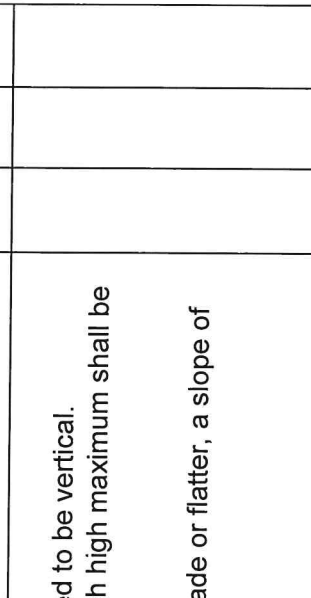
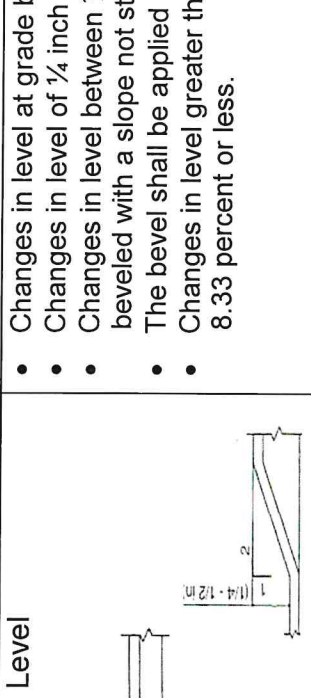
Revised April 22, 2015

Job No. \_\_\_\_\_ Route \_\_\_\_\_ County \_\_\_\_\_ Location \_\_\_\_\_

Pedestrian Access Route (PROWAG R204)		YES	NO	NA
<p><b>Figures/Examples</b></p> <p><b>Sidewalk Width</b></p> 	<p><b>Requirements</b><sup>1</sup></p> <ul style="list-style-type: none"> <li>The minimum continuous and unobstructed clear width of a pedestrian access route shall be 4.0 feet, exclusive of the width of the curb.</li> <li>The continuous clear width of pedestrian access routes for medians and pedestrian refuge islands must be 5 feet minimum in order to allow for passing space.</li> <li>MoDOT Sidewalks shall be 5 feet wide minimum.<sup>2</sup></li> <li>MoDOT Sidewalks located within 2 feet of the back of curb are to be constructed 6 feet wide minimum and constructed adjacent to the back of the curb.<sup>2</sup></li> <li>Exception: an unaltered, existing sidewalk shall be 3 feet wide minimum and shall provide 5 foot x 5 foot passing spaces at intervals of 200 feet maximum.<sup>2</sup></li> <li>Detectable warning surfaces shall be provided, where a curb ramp, landing, or blended transition connects to a street. Where commercial driveways are provided with traffic control devices or otherwise are permitted to operate like public streets, detectable warnings should be provided at the junction between the pedestrian route and the street.</li> <li>Gratings, access covers, and other appurtenances shall not be located on curb ramps, landings, blended transitions, and gutters within the pedestrian access route.</li> <li>Grade breaks shall not be permitted on the surface of curb ramps, blended transitions, landings, and gutter areas within the pedestrian access route. Surface slopes that meet at grade breaks shall be flush.</li> </ul>			
<p><b>Passing Spaces</b></p>	<ul style="list-style-type: none"> <li>Walkways in pedestrian access routes that are less than 5 feet in clear width shall provide passing spaces at intervals of 200 feet maximum.</li> <li>Pedestrian access routes at passing spaces shall be 5 feet wide for a distance of 5 feet.</li> </ul>			
<p><b>Sidewalk Running Slope</b> The grade that is parallel to the direction of travel, expressed as a ratio of rise to run or as a percent.</p>	<ul style="list-style-type: none"> <li>The running slope of a pedestrian access route shall be 5 percent maximum.</li> <li><b>Roadway Grade Exception:</b> Where pedestrian access routes are contained within a street or highway right-of-way, the grade of the pedestrian access route is permitted to equal the general grade established for the adjacent street or highway.</li> <li>Running Slopes shall be measured using a calibrated 2 foot long digital level.</li> </ul>			

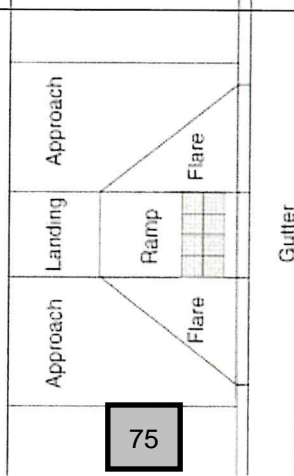
Figures/Examples	Requirements <sup>1</sup>	YES	NO	NA
<p><b>Sidewalk Cross Slope</b> The grade that is perpendicular to the direction of accessible pedestrian travel, measured perpendicular to the curb line or edge of the street or highway, or measured perpendicular to the running grade.</p>	<ul style="list-style-type: none"> <li>The cross slope of the walkway of a pedestrian access route shall be 2 percent maximum. (Roadway Grade Exception may be considered)</li> <li>2010 ADA/ABA allows for cross slopes of up to ¼ inch per foot (2.08 percent).</li> <li>In either case, a cross slope measurement of 2.1 percent or greater is not ADA compliant.</li> <li>Cross Slopes shall be measured using a calibrated 2 foot long digital level.</li> </ul>			
<p><b>Sidewalk Ramps</b></p> <p>For example, a ramp segment with the maximum allowed running slope of 8.33% would require 5' x 5' landing after every 30' of run.</p> 	<ul style="list-style-type: none"> <li>A sidewalk segment (not contained within a street or highway border) with a running grade in excess of 5 percent but less than 8.33 percent is by definition a sidewalk ramp.</li> <li>The clear width of landings, blended transitions, and curb ramps, excluding flares, shall be 4.0 feet minimum.</li> <li>Cross slope of ramp runs shall be 2 percent maximum.</li> <li>The rise for any ramp run shall be 30 inches maximum.</li> <li>Ramps shall have landings at the top and the bottom of each ramp run.</li> <li>Ramp runs with a rise greater than 6 inches shall have handrails.</li> <li>Handrails shall be provided on both sides of stairs and ramps.</li> <li>Edge protection shall be provided on each side of ramp runs.</li> <li>Detectable warning surfaces shall be provided, where a curb ramp, landing, or blended transition connects to a street.</li> <li>Gratings, access covers, and other appurtenances shall not be located on ramps, landings, blended transitions, and gutters within the pedestrian access route.</li> <li>Grade breaks shall not be permitted on the surface of ramps, blended transitions, landings, and gutter areas within the pedestrian access route. Surface slopes that meet at grade breaks shall be flush.</li> </ul>			



Figures/Examples	Requirements <sup>1</sup>	YES	NO	NA
<p>Vertical Alignment</p>	<ul style="list-style-type: none"> <li>Vertical alignment shall be planar within curb ramp runs, blended transitions, landings, and gutter areas within the pedestrian access route, and within clear spaces required for accessible pedestrian signals, street furniture, and operable parts.</li> <li>Grade breaks shall not be permitted on the surface of curb ramps, blended transitions, landings, and gutter areas within the pedestrian access route.</li> <li>Grade breaks shall be flush.</li> <li>Running Slopes and Cross Slopes shall be measured using a calibrated 2 foot long digital level.</li> <li>Where the pedestrian access route crosses rail tracks at grade, the surface of the pedestrian access route shall be level and flush with the top of the rail at the outer edges of the rail. The surface between the rails shall be aligned with the top of the rail.</li> </ul>			
<p>Changes in Level</p>  	<ul style="list-style-type: none"> <li>Changes in level at grade breaks shall be flush.</li> <li>Changes in level of 1/4 inch high maximum shall be permitted to be vertical.</li> <li>Changes in level between 1/4 inch high maximum and 1/2 inch high maximum shall be beveled with a slope not steeper than 1v:2h.</li> <li>The bevel shall be applied across the entire level change.</li> <li>Changes in level greater than 1/2 inch high shall be ramp grade or flatter, a slope of 8.33 percent or less.</li> </ul>			

**Figures/Examples**

**Landing**  
 A required level space required at both ends of a ramp. An area 5' x 5' with no slope greater than 2 percent. This space can be used as a place to rest, turn or pass another user.  
 Landings that are contained within a street or highway border are permitted to use the Roadway Grade Exception for running slopes or cross slopes in the direction of the roadway travel being matched.



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**Requirements<sup>1</sup>**

- The landing clear width shall be at least as wide as the widest ramp run leading to the landing.
- The clear width of landings, blended transitions, and curb ramps, excluding flares, shall be 4 feet minimum.
- The landing clear length shall be 5 feet long minimum.
- Landing slopes shall be 2 percent maximum.
- Changes in level at grade breaks shall be flush.
- Detectable warning surfaces shall be provided, where a curb ramp, landing, or blended transition connects to a street. Detectable warning shall be located on the landing or blended transition at the back of curb.
- Gratings, access covers, and other appurtenances shall not be located on curb ramps, landings, blended transitions, and gutters within the pedestrian access route.
- Grade breaks shall not be permitted on the surface of curb ramps, blended transitions, landings, and gutter areas within the pedestrian access route. Surface slopes that meet at grade breaks shall be flush.

**Roadway Grade Exception:** The grade of pedestrian access routes within sidewalks is permitted to equal the general grade established for the adjacent street or highway. The cross slope of curb ramps, blended transitions, landings, and turning spaces at pedestrian street crossings without yield or stop control where vehicles can proceed through the intersection without slowing or stopping, and at midblock pedestrian street crossings are permitted to equal the street or highway grade.

- Running Slopes and Cross Slopes shall be measured using a calibrated 2 foot long digital level.

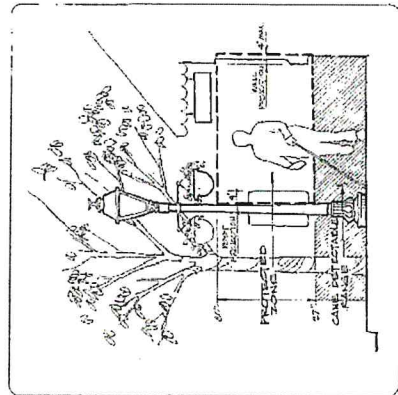
YES

NO

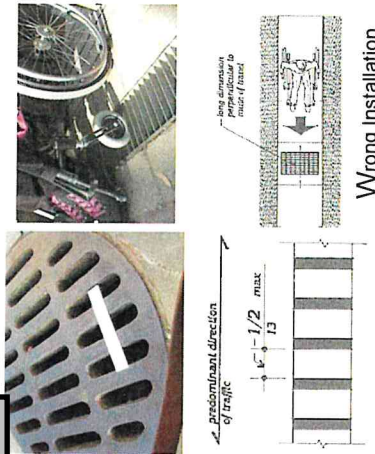
NA

Figures/Examples

Requirements 1



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- Protruding objects on sidewalks and other pedestrian circulation paths shall not reduce the clear width required for pedestrian accessible routes.
- Objects with leading edges more than 27 inches and not more than 80 inches above the finish floor or ground shall protrude 4 inches maximum horizontally into the circulation path.
- Free-standing objects mounted on posts or pylons shall overhang circulation paths 4 inches maximum measured horizontally from the post or pylon base when located 27 inches minimum and 80 inches maximum above the finish floor or ground. The base dimension shall be 2.5 inches thick minimum. (2011 PROWAG R402.3)
- Where a sign or other obstruction is mounted between posts or pylons and the clear distance between the posts or pylons is greater than 12 inches, the lowest edge of such sign or obstruction shall be 27 inches maximum or 80 inches minimum above the finish floor or ground.
- Vertical clearance shall be 80 inches high minimum. Guardrails or other barriers shall be provided where the vertical clearance is less than 80 inches high. The leading edge of such guardrail or barrier shall be located 27 inches maximum above the finish floor or ground.
- Guardrails or other barriers shall be provided where the vertical clearance is less than 80 inches high. The leading edge of such guardrail or barrier shall be located 27 inches maximum above the finish surface or ground.
- Openings in floor and ground surfaces shall not allow passage of a sphere more than 1/2 inch diameter. Elongated openings shall be placed so that the long dimension is perpendicular to the dominant direction of travel.
- Gratings, access covers, and other appurtenances shall not be located on curb ramps, landings, blended transitions, and gutters within the pedestrian access route.
- Lift holes for manhole/utility covers shall not have an opening greater than 1/2 inch. Plugging of holes greater than 1/2 inch with a material approved by the engineer is acceptable as long as it complies with the changes in level requirements.

YES

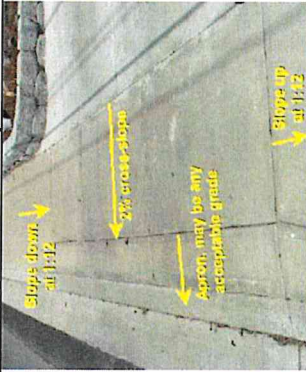
NO

NA



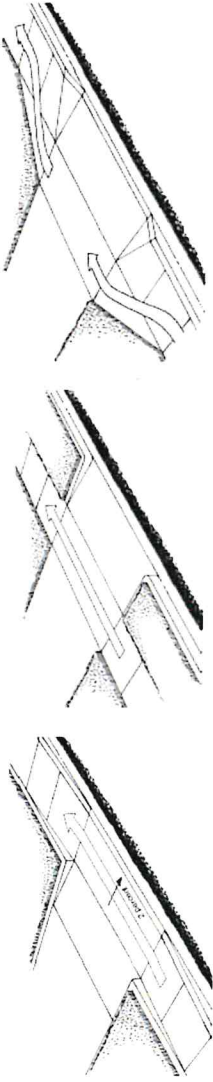
**ENTRANCES (PROWAG R301)**

**Figures/Examples**



**Requirements<sup>1</sup>**

- The minimum continuous and unobstructed clear width of a pedestrian access route provided across commercial and residential entrances shall be 4 feet minimum.
- Cross slope shall be 2 percent maximum.
- Be cautious with the transition from the driveway to the roadway to avoid grade combinations that will cause vehicles to bottom out when driving over the transition.<sup>2</sup>

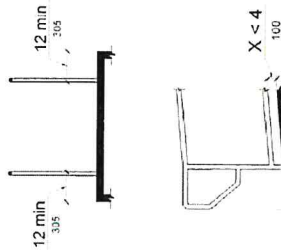


YES

NO

NA

**Figures/Examples**



**EDGE PROTECTION (PROWAG R406.8)**

**Requirements<sup>1</sup>**

- Edge protection shall be provided on each side of ramp runs and at each side of ramp landings.
- A curb or barrier shall be provided that prevents the passage of a 4 inch diameter sphere, where any portion of the sphere is within 4 inches of the finish floor or ground surface.
- Edge-protection shall not be required when the floor or ground surface of the ramp run or landing extends 12 inches minimum beyond the inside face of a handrail.
- Edge protection shall not be required on curb ramps and their landings.
- Edge protection shall not be required on ramps that are not required to have handrails and have flares not steeper than 1:10.
- Edge protection shall not be required on the sides of ramp landings having a vertical drop-off of 1/2 inch maximum within 10 inches horizontally of the minimum landing area.

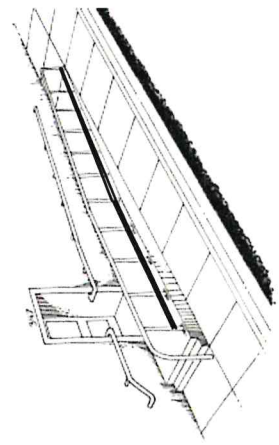
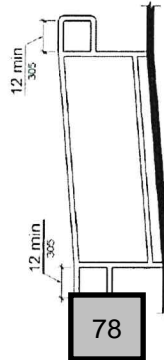
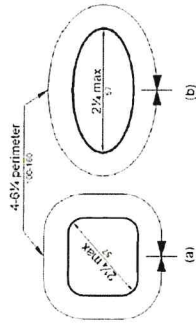
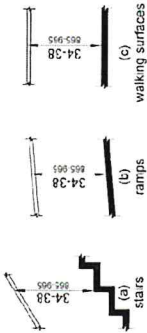
YES

NO

NA

**HANDRAIL AND PEDESTRIAN GUARDRAIL (PROWAG R408)**

**Figures/Examples**



**Requirements<sup>1</sup>**


- The clear width of walking surfaces shall be 4.0 feet minimum.
- Handrails are required on ramp runs with a rise greater than 6 inches and on certain stairways. Handrails are not required on walking surfaces with running slopes less than 1:20. Where required, handrails shall be provided on both sides of stairs and ramps.
- Handrails shall be continuous within the full length of each stair flight or ramp run. Inside handrails on switchback or dogleg stairs and ramps shall be continuous between flights or runs.
- Top of gripping surfaces of handrails shall be 34 inches minimum and 38 inches maximum vertically above walking surfaces, stair nosings, and ramp surfaces. Handrails shall be at a consistent height above walking surfaces, stair nosings, and ramp surfaces.
- Clearance between handrail gripping surfaces and adjacent surfaces shall be 1 1/2 inches minimum.
- Handrail gripping surfaces with a circular cross section shall have an outside diameter of 1 1/4 inches minimum and 2 inches maximum.
- Handrail gripping surfaces with a non-circular cross section shall have a perimeter dimension of 4 inches minimum and 6 1/4 inches maximum, and a cross-section dimension of 2 1/4 inches maximum.
- Handrail gripping surfaces and any surfaces adjacent to them shall be free of sharp or abrasive elements and shall have rounded edges.
- Handrails shall not rotate within their fittings.
- Ramp handrails shall extend horizontally above the landing for 12 inches minimum beyond the top and bottom of ramp runs. Extensions shall return to a wall, guard, or the landing surface, or shall be continuous to the handrail of an adjacent ramp run.
- At the top of a stair flight, handrails shall extend horizontally above the landing for 12 inches minimum beginning directly above the first riser nosing. Extensions shall return to a wall, guard, or the landing surface, or shall be continuous to the handrail of an adjacent stair flight.
- At the bottom of a stair flight, handrails shall extend at the slope of the stair flight for a horizontal distance at least equal to one tread depth beyond the last riser nosing. Extension shall return to a wall, guard, or the landing surface, or shall be continuous to the handrail of an adjacent stair flight.
- See Edge Protection section above (also PROWAG 406.8) for additional details.

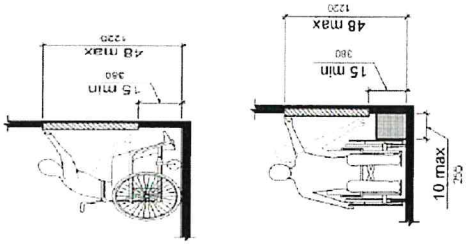
YES

NO

NA



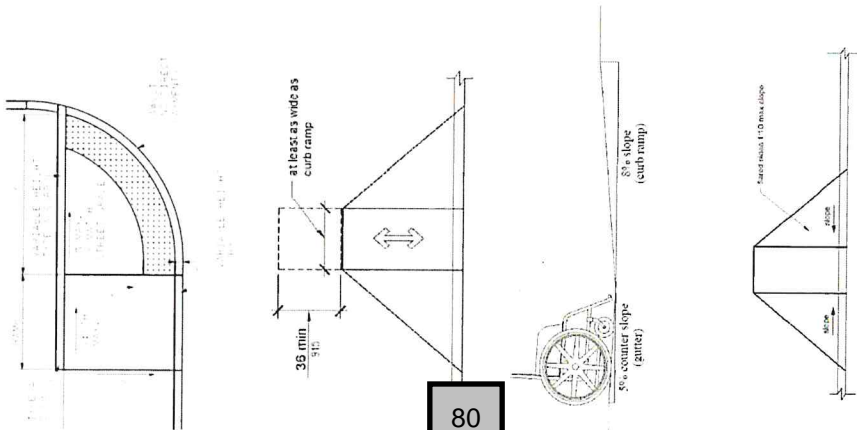
STAIRWAYS (PROWAG R407)		YES	NO	NA
<p><b>Figures/Examples</b></p> 	<p><b>Requirements 1</b></p> <ul style="list-style-type: none"> <li>All steps on a flight of stairs shall have uniform riser heights and uniform tread depths. Risers shall be 4 inches high minimum and 7 inches high maximum. Treads shall be 11 inches deep minimum.</li> <li>Open risers are not permitted.</li> <li>The radius of curvature at the leading edge of the tread shall be 1/2 inch maximum. Nosings that project beyond risers shall have the underside of the leading edge curved or beveled. Risers shall be permitted to slope under the tread at an angle of 30 degrees maximum from vertical. The permitted projection of the nosing shall extend 1 1/2 inches maximum over the tread below.</li> <li>Stairs shall have handrails complying with PROWAG 2005 R408.</li> </ul>			

UNOBSTRUCTED REACH RANGES (PROWAG R404)		YES	NO	NA
<p><b>Figures/Examples</b></p> 	<p><b>Requirements 1</b></p> <p><b>Forward Reach</b></p> <ul style="list-style-type: none"> <li>Where a forward reach is unobstructed, the high forward reach shall be 48 inches maximum and the low forward reach shall be 15 inches minimum above the finish floor or ground.</li> </ul> <p><b>Side Reach</b></p> <ul style="list-style-type: none"> <li>Where a clear floor or ground space allows a parallel approach to an element and the side reach is unobstructed, the high side reach shall be 48 inches maximum and the low side reach shall be 15 inches minimum above the finish floor or ground.</li> <li><b>EXCEPTION:</b> An obstruction shall be permitted between the clear floor or ground space and the element where the depth of the obstruction is 10 inches maximum. (2011 PROWAG R406.3)</li> </ul>			

**CURB RAMPS (PROWAG R303)**

**Figures/Examples**

A curb ramp, blended transition, or a combination of curb ramps and blended transitions shall connect the pedestrian access routes at each pedestrian street crossing.



**15 Foot Rule:** For a compliant curb ramp to exceed 8.33 percent running grade, its constructed length must exceed 15.0 feet.

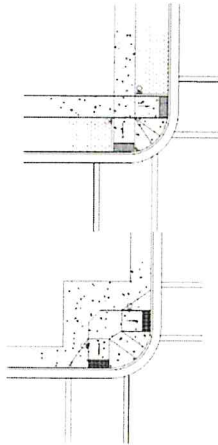
**Requirements 1**

- The clear width of ramps, excluding the flares, shall be 4.0 feet minimum.
- Ramp runs shall have a running slope between 5 percent minimum and 8.33 percent maximum but shall not require the ramp length to exceed 15.0 feet.
- **Exception: 15 Foot Rule:** The running slope for a curb ramp is not limited to 8.33 percent maximum if the constructed curb ramp length exceeds 15 feet in length.
- Cross slope of ramp runs shall be 2 percent maximum. (Roadway Grade Exception may be considered)
- The cross slope at midblock crossings shall be permitted to be warped to meet street or highway grade.
- Ramps shall have landings at the top and the bottom of each ramp run.
  - The landing clear width shall be at least as wide as the widest ramp run leading to the landing.
  - The landing clear length shall be 5.0 feet long minimum.
  - Ramps that change direction between runs at landings shall have a clear landing 5.0 feet minimum by 5.0 feet minimum.
- Handrails and Edge protection shall not be required on curb ramps and their landings.
- Curb height = 0 inches within curb ramp spaces. 2
- Curb ramps must be flush with street.
- The counter slope of the gutter or street at the foot of a curb ramp, landing, or blended transition shall be 5 percent maximum. (R303.3.5)
- The adjacent surfaces at transitions at curb ramps to walks, gutters, and streets shall be at the same level.
- Flared sides with a slope of 10 percent maximum, measured parallel to the curb line, shall be provided where a pedestrian circulation path crosses the curb ramp.
  - In alterations, where there is no landing at the top of curb ramps, curb ramp flares shall be provided and shall not be steeper than 1:12.
- Detectable warning surfaces shall be provided, where a curb ramp, landing, or blended transition connects to a street.
- Gratings, access covers, and other appurtenances shall not be located on curb ramps, landings, blended transitions, and gutters within the pedestrian access route.
- Grade breaks shall not be permitted on the surface of curb ramps, blended transitions, landings, and gutter areas within the pedestrian access route. Surface slopes that meet at grade breaks shall be flush.
- Grade Breaks at the top and bottom of curb ramp runs shall be perpendicular to the direction of the ramp run.

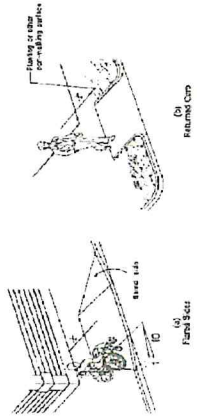
YES NO NA



**Figures/Examples**



Perpendicular Ramps



Flared Sides in Pathway  
Flared Sides in Pathway  
X = 4" Min.

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**Roadway Grade Exception:**  
Where curb ramps, landings and blended transitions are contained within a street or highway right-of-way, the grade of the pedestrian access route is permitted to be modified to equal the general grade established for the adjacent street or highway.

**Requirements<sup>1</sup>**

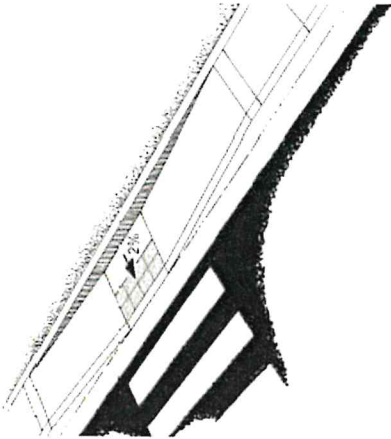
- Perpendicular curb **ramps** shall have a running slope that cuts through or is built up to the curb at right angles or meets the gutter grade break at right angles.
  - The clear width of landings, blended transitions, and curb ramps, excluding flares, shall be 4.0 feet minimum.
  - The running slope shall be 5 percent minimum and 8.33 percent maximum but shall not require the ramp length to exceed 15.0 feet.
  - The cross slope at intersections shall be 2 percent maximum. (Roadway Grade Exception may be considered)
  - The cross slope at midblock crossings shall be permitted to be warped to meet street or highway grade.
- Roadway Grade Exception:** The grade of pedestrian access routes within sidewalks is permitted to equal the general grade established for the adjacent street or highway. The cross slope of curb ramps, blended transitions, landings, and turning spaces at pedestrian street crossings without yield or stop control where vehicles can proceed through the intersection without slowing or stopping, and at midblock pedestrian street crossings are permitted to equal the street or highway grade.
- A landing 4.0 feet minimum by 4.0 feet minimum shall be provided at the top of the curb ramp and shall be permitted to overlap other landings and clear space.
  - Flared sides with a slope of 10 percent maximum, measured parallel to the curb line, shall be provided where a pedestrian circulation path crosses the curb ramp.
  - If the flared sides are not in the pathway (grass next to ramp), then there is no maximum slope and can be vertical curbs. (See adjacent figure for further explanation.)
  - Detectable warning surfaces shall be provided, where a curb ramp, landing, or blended transition connects to a street.
  - Gratings, access covers, and other appurtenances shall not be located on curb ramps, landings, blended transitions, and gutters within the pedestrian access route.
  - Grade breaks at the top and bottom of perpendicular curb ramps shall be perpendicular to the direction of ramp run. At least one end of the bottom grade break shall be at the back of curb.
  - Grade breaks shall not be permitted on the surface of curb ramps, blended transitions, landings, and gutter areas within the pedestrian access route. Surface slopes that meet at grade breaks shall be flush.
  - Where both ends of the bottom grade break are 5.0 feet or less from the back of curb, the detectable warning shall be located on the ramp surface at the bottom grade break. Where either end of the bottom grade break is more than 5.0 feet from the back of curb, the detectable warning shall be located on the lower landing.

YES

NO

NA

**Figures/Examples**



Curb Ramps and landings that are contained within a street or highway border may use the Roadway Grade Exception for slopes or cross slopes in the direction of the roadway travel being matched.

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**Requirements<sup>1</sup>**

- **Parallel curb ramps** shall have a running slope that is in-line with the direction of sidewalk travel.
  - The clear width of landings, blended transitions, and curb ramps, excluding flares, shall be 4.0 feet minimum.
  - The running slope shall be 5 percent minimum and 8.33 percent maximum but shall not require the ramp length to exceed 15.0 feet.
  - The cross slope shall be 2 percent maximum. (Roadway Grade Exception may be considered)
- Roadway Grade Exception:** The grade of pedestrian access routes within sidewalks is permitted to equal the general grade established for the adjacent street or highway. The cross slope of curb ramps, blended transitions, landings, and turning spaces at pedestrian street crossings without yield or stop control where vehicles can proceed through the intersection without slowing or stopping, and at midblock pedestrian street crossings are permitted to equal the street or highway grade.
- A landing 4.0 feet minimum by 4.0 feet minimum shall be provided at the bottom of the ramp run and shall be permitted to overlap other landings and clear floor or ground space.
  - Where a parallel curb ramp does not occupy the entire width of a sidewalk, drop-offs at diverging segments shall be protected.
  - Detectable warning surfaces shall be provided, where a curb ramp, landing, or blended transition connects to a street.
  - Gratings, access covers, and other appurtenances shall not be located on curb ramps, landings, blended transitions, and gutters within the pedestrian access route.
  - Grade breaks shall not be permitted on the surface of curb ramps, blended transitions, landings, and gutter areas within the pedestrian access route. Surface slopes that meet at grade breaks shall be flush.
- Blended Transitions** shall have a running slope of 5 percent maximum and cross slope shall be 2 percent maximum.
- The clear width blended transitions, excluding flares, shall be 4.0 feet minimum.
  - Detectable warning surfaces shall be provided where a blended transition connects to a street.
  - Gratings, access covers, and other appurtenances shall not be located on blended transitions within the pedestrian access route.
  - Grade breaks at the top and bottom of perpendicular curb ramps shall be perpendicular to the direction of ramp run. At least one end of the bottom grade break shall be at the back of curb. Grade breaks shall not be permitted on the surface of blended transitions and gutter areas within the pedestrian access route. Surface slopes that meet at grade breaks shall be flush.

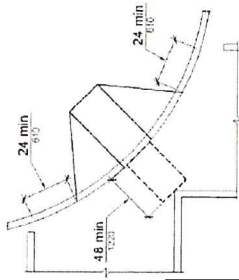
YES

NO

NA



Figures/Examples



Requirements<sup>1</sup>

- **Diagonal Curb Ramps or corner type curb ramps are no longer preferred design types. A design that provides individual ramps for each crossing direction is recommended by the US Access Board.**
  - Diagonal Curb Ramps or corner type curb ramps with returned curbs or other well-defined edges shall have the edges parallel to the direction of pedestrian flow.
  - The bottom of diagonal curb ramps shall have a clear space 48 inches minimum outside active traffic lanes of the roadway.
  - Diagonal curb ramps provided at marked crossings shall provide the 48 inches minimum clear space within the markings.
  - Diagonal curb ramps with flared sides shall have a segment of curb 24 inches long minimum located on each side of the curb ramp and within the marked crossing.
- Roadway Grade Exception:** The grade of pedestrian access routes within sidewalks is permitted to equal the general grade established for the adjacent street or highway. The cross slope of curb ramps, blended transitions, landings, and turning spaces at pedestrian street crossings without yield or stop control where vehicles can proceed through the intersection without slowing or stopping, and at midblock pedestrian street crossings are permitted to equal the street or highway grade.
- Detectable warning surfaces shall be provided, where a curb ramp, landing, or blended transition connects to a street.
  - Gratings, access covers, and other appurtenances shall not be located on curb ramps, landings, blended transitions, and gutters within the pedestrian access route.
  - Grade breaks shall not be permitted on the surface of curb ramps, blended transitions, landings, and gutter areas within the pedestrian access route. Surface slopes that meet at grade breaks shall be flush.
  - Running and cross slope at midblock crossings shall be permitted to be warped to meet street or highway grade.

YES

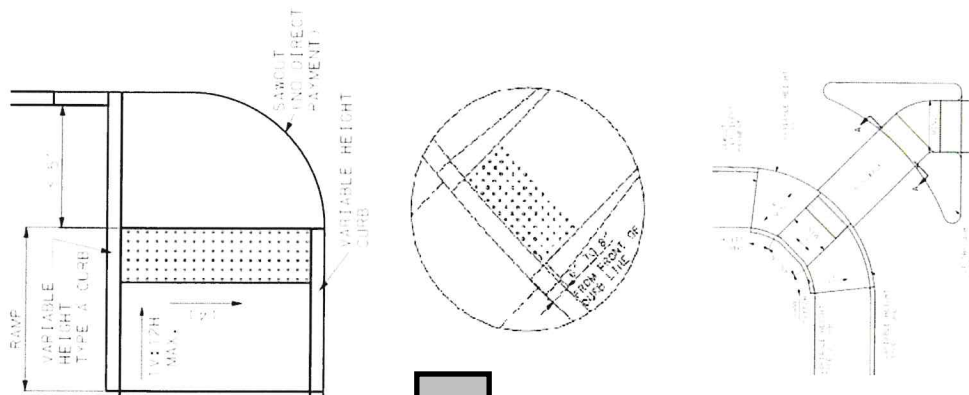
NO

NA

**DETECTABLE WARNINGS DEVICES (TRUNCATED DOMES) (PROWAG R304)**

**Figures/Examples**

A surface feature of truncated dome material built in or applied to the walking surface to advise of an upcoming change from pedestrian to vehicular way.



**Requirements<sup>1</sup>**

- Detectable warnings shall consist of a surface of truncated domes aligned in a square or radial grid pattern complying with 2010 ADA Standards. Detectable warning surfaces shall contrast visually with adjacent gutter, street or highway, or walkway surfaces, either light-on-dark or dark-on-light.
- Detectable warning surfaces shall extend 24 inches minimum in the direction of travel and the full width of the curb ramp (exclusive of flares), the landing, or the blended transition. Detectable warning surfaces are required where curb ramps, blended transitions, or landings provide a flush pedestrian connection to the street.
- Sidewalk crossings of residential driveways should not generally be provided with detectable warnings, since the pedestrian right-of-way continues across most driveway aprons and overuse of detectable warning surfaces should be avoided in the interests of message clarity. However, where commercial driveways are provided with traffic control devices or otherwise are permitted to operate like public streets, detectable warnings should be provided at the junction between the pedestrian route and the street.
- Perpendicular Curb Ramps: Where both ends of the bottom grade break are 5 feet or less from the back of curb, the detectable warning shall be located on the ramp surface at the bottom grade break. Where either end of the bottom grade break is more than 5 feet from the back of curb, the detectable warning shall be located on the lower landing.
- Landings and Blended Transitions: The detectable warning shall be located on the landing or blended transition at the back of curb.
- Rail Crossings: The detectable warning surface shall be located so that the edge nearest the rail crossing is 6 feet minimum and 15 feet maximum from the centerline of the nearest rail. The rows of truncated domes in a detectable warning surface shall be aligned to be parallel with the direction of wheelchair travel.
- Detectable warnings at cut-through islands shall be located at the curb line in-line with the face of curb and shall be separated by a 2.0 foot minimum length of walkway without detectable warnings. Where the island has no curb, the detectable warning shall be located at the edge of roadway.
- Exception, when detectable warnings are required by a manufacturer's installation specifications to be embedded into concrete with a surrounding edge, domes may be installed at less than the required full width. Under this exception, the detectable warning surface shall never be more than 2 inches from the edge of the curb ramp, the landing, or the blended transition.<sup>2</sup>
- Detectable warnings shall not be stamped into concrete.

YES

NO

NA



ISLANDS AND MEDIANS (PROWAG R305.4)

Figures/Examples

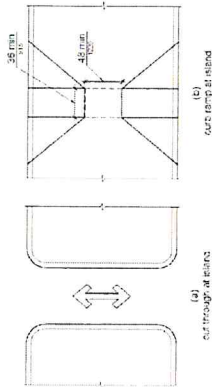
Requirements 1

YES NO NA

- Medians and pedestrian refuge islands in crosswalks shall contain a pedestrian access route, including passing space and connecting to each crosswalk.
- Raised islands in crossings shall be cut through level with the street or have curb ramps and required landings at both sides.
- All median island passage spaces shall provide a clear width of 5 feet minimum. 2
- Medians and pedestrian refuge islands shall be 6.0 feet minimum in length in the direction of pedestrian travel.

**Roadway Grade Exception:** The grade of pedestrian access routes within sidewalks is permitted to equal the general grade established for the adjacent street or highway. The cross slope of curb ramps, blended transitions, landings, and turning spaces at pedestrian street crossings without yield or stop control where vehicles can proceed through the intersection without slowing or stopping, and at midblock pedestrian street crossings are permitted to equal the street or highway grade.

- Each curb ramp shall have a level area 48 inches long minimum by 36 inches wide minimum at the top of the curb ramp in the part of the island intersected by the crossings.
- Each 48 inch minimum by 36 inch minimum area shall be oriented so that the 48 inch minimum length is in the direction of the running slope of the curb ramp it serves. The 48 inch minimum by 36 inch minimum areas and the accessible route shall be permitted to overlap.
- Detectable warning surfaces shall be provided, where a curb ramp, landing, or blended transition connects to a street. Medians and pedestrian refuge islands shall have detectable warnings at curb ramps and blended transitions.
- Detectable warnings at cut-through islands shall be located at the curb line in-line with the face of curb and shall be separated by a 2.0 foot minimum length of walkway without detectable warnings. Where the island has no curb, the detectable warning shall be located at the edge of roadway.
- Gratings, access covers, and other appurtenances shall not be located on curb ramps, landings, blended transitions, and gutters within the pedestrian access route.
- Grade breaks shall not be permitted on the surface of curb ramps, blended transitions, landings, and gutter areas within the pedestrian access route. Surface slopes that meet at grade breaks shall be flush.

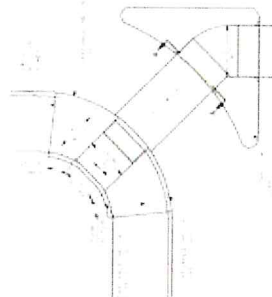


(a) raised island

(b) cut-through island

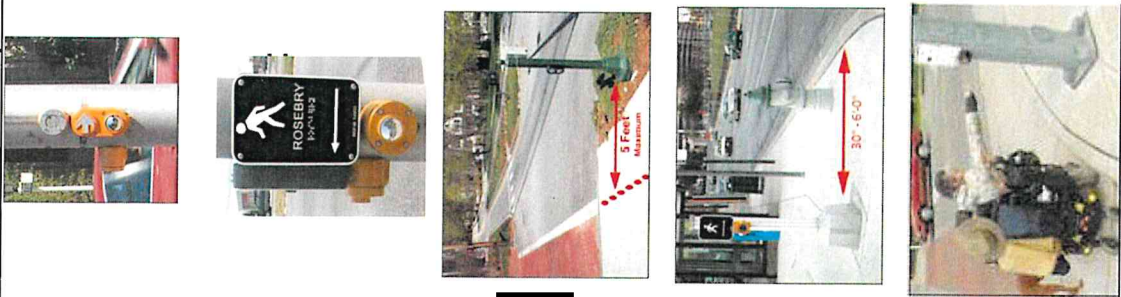


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**ACCESSIBLE PEDESTRIAN SIGNALS (PUSHBUTTONS) (PROWAG R306)**

**Figures/Examples**



**Requirements<sup>1</sup>**

- Each crosswalk with pedestrian signal indication shall have an accessible pedestrian signal which includes audible and vibrotactile indications of the WALK interval. Where a pedestrian pushbutton is provided, it shall be integrated into the accessible pedestrian signal. **← ON HOLD waiting for MoDOT Specs and APL**
  - Accessible pedestrian signals shall be located so that the vibrotactile feature can be contacted from the level landing serving a curb ramp, if provided, or from a clear floor or ground space that is in line with the crosswalk line adjacent to the vehicle stop line.
  - Accessible pedestrian pushbuttons shall be located within a reach range complying with PROWAG 2005 R404.
  - A clear floor or ground space shall be provided at the pushbutton and shall connect to or overlap the pedestrian access route.
- Roadway Grade Exception:** Clear spaces required at accessible pedestrian signals and pedestrian pushbuttons and at other accessible elements are permitted to have a running slope or cross slope consistent with the grade of the adjacent pedestrian access route.
- Pedestrian signals shall comply with PROWAG 2005 R306.
    - Pushbuttons are a minimum 2 inches across in one dimension, raised (not recessed), contrast visually with the housing or mounting, and have a maximum force of 5 pounds to activate operable parts.
    - The control face of the pushbuttons is installed parallel to the direction of the crosswalk it serves.
    - The location of pushbuttons for new construction are within a longitudinal distance of 5 feet maximum from the crosswalk line, and 30 inches minimum to 6 feet maximum from the curb line.
    - For audible pedestrian signal devices only, pushbuttons are a minimum 10 feet apart at crossings and a minimum 5 feet apart at islands or medians. This minimum distance may be waived for audible pushbuttons in medians and islands with the use of voice commands.
    - Pushbuttons are located no higher than 42 inches from the ground and within 10 inch reach from a level paved landing with minimum dimensions of 48 inches x 30 inches positioned for a parallel approach to the pushbutton. For a forward approach space (30 x 48 inches) the allowed reach range is 0 inches.
    - Where pushbuttons for the visually impaired are installed, tactile signs are to be provided that meet ADA requirements.

YES

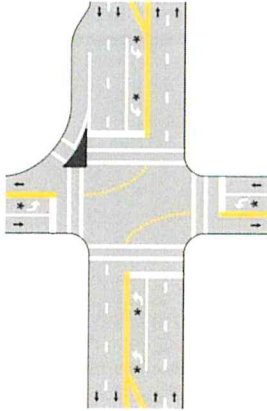
NO

NA



**PEDESTRIAN STREET CROSSINGS (PROWAG R305)**

**Figures/Examples**



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**Requirements<sup>1</sup>**

- Crosswalks shall contain a pedestrian access route that connects to departure and arrival walkways through any median or pedestrian refuge island.
- Marked crosswalks shall be 6 feet wide minimum.
- The grade of the pedestrian access route is permitted to equal the general grade established for the adjacent street or highway, except that where pedestrian access routes are contained within pedestrian street crossings a maximum grade of 5 percent is required.
- A 5 percent maximum cross slope is specified for pedestrian access routes contained within pedestrian street crossings without yield or stop control.
- Crossings with Stop Control: The cross slope shall be 2 percent maximum.
- The cross slope at midblock crossings shall be permitted to be warped to meet street or highway grade.
- The running slope shall be 5 percent maximum, measured parallel to the direction of pedestrian travel in the crosswalk.
- Where pedestrian signals are provided at pedestrian street crossings, they shall include accessible pedestrian signals and pedestrian pushbuttons complying with sections 4E.08 through 4E.13 of the MUTCD. Operable parts shall comply with R403. (2011 PROWAG R209.1) ← ON HOLD waiting for MoDOT Specs and APL
- Crosswalk pavement marking is 6 inches wide white.
- Stop bar is at minimum 4 feet from the crosswalk.
- Curb ramps at marked crossings shall be wholly contained within the markings, excluding any flared sides.
- Gratings, access covers, and other appurtenances shall not be located on curb ramps, landings, blended transitions, and gutters within the pedestrian access route.
- Grade breaks shall not be permitted on the surface of curb ramps, blended transitions, landings, and gutter areas within the pedestrian access route. Surface slopes that meet at grade breaks shall be flush.
- Beyond the curb face, a clear space of 4.0 feet minimum by 4.0 feet minimum shall be provided within the width of the crosswalk and wholly outside the parallel vehicle travel lane.


YES

NO

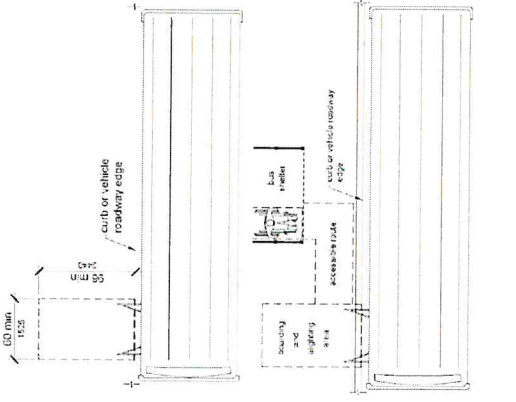
NA



**ALTERNATE CIRCULATION PATH (PROWAG R302)**

Figures/Examples	Requirements <sup>1</sup>	YES	NO	NA
	<ul style="list-style-type: none"> <li>Alternate circulation paths shall contain a pedestrian access route.</li> <li>To the maximum extent feasible, the alternate circulation path shall be provided on the same side of the street as the disrupted route.</li> <li>Where the alternate circulation path is exposed to adjacent construction, excavation drop-offs, traffic, or other hazards, it shall be protected with a pedestrian barricade or channelizing device complying with MUTCD 6F-58, 6F-63, and 6F-66.</li> <li>Pedestrian barricades and channelizing devices shall be continuous, stable, and non-flexible and shall consist of a wall, fence, or enclosures specified in section 6F-58, 6F-63, and 6F-66 of the MUTCD (incorporated by reference; see PROWAG 2005 R104.2.4).</li> <li>A detectable continuous bottom edge shall be provided 2 inches maximum above the ground or walkway surface.</li> <li>Devices shall provide a continuous surface or upper rail at 3.0 feet minimum above the ground or walkway surface.</li> <li>Support members shall not protrude into the alternate circulation path.</li> </ul>			

**BUS BOARDING AND ALIGHTING AREAS (PROWAG R410)**

Figures/Examples	Requirements <sup>1</sup>	YES	NO	NA
	<ul style="list-style-type: none"> <li>Bus stop boarding and alighting areas shall have a firm, stable surface.</li> <li>Bus stop boarding and alighting areas shall provide a clear length of 8 feet minimum, measured perpendicular to the curb or vehicle roadway edge, and a clear width of 5 feet minimum, measured parallel to the vehicle roadway.</li> <li>Bus stop boarding and alighting areas shall be connected to streets, sidewalks, or pedestrian paths by an accessible route.</li> <li>Parallel to the roadway, the slope of the bus stop boarding and alighting area shall be the same as the roadway, to the maximum extent practicable. Perpendicular to the roadway, the slope of the bus stop boarding and alighting area shall not be steeper than 2 percent.</li> <li>Bus shelters shall provide a minimum 30 inch by 48 inch clear floor or ground space entirely within the shelter.</li> <li>Bus shelters shall be connected by an accessible route to a boarding and alighting area.</li> </ul>			

<sup>1</sup> Any "NO" answer means that location is ADA non-compliant and needs to be corrected before final acceptance of the work, except as follows. Although exceptions listed in the above requirements may not meet MoDOT current policy standards, work that does meet the minimum ADA standards will be accepted as ADA compliant. Where it is technically infeasible to correct deficiencies as part of the current work, those locations will be labeled as non-compliant and marked "NO". These items will be added to the Transition Plan Inventory for correction at a later date. (Guidance is provided in ADA documents and in the EPG on what may be considered as technically infeasible.)

<sup>2</sup> A MoDOT requirement.

**Unless otherwise noted, all notes on this form are direct ADA requirements as published in either the PROWAG dated November 23, 2005 or ADA/ABA Standards from 2010.**

All exceptions and technically infeasible locations should be discussed with the project manager and/or area engineer prior to acceptance of the work. All exceptions and technically infeasible locations will need to be thoroughly documented by the engineer, and that documentation will be attached to this form and retained as part of the final acceptance records.

All slope and grade measurements for ADA compliance will be made using a calibrated 2 foot long digital level.

**US Access Board PROWAG**

**R202.3.1 Prohibited Reduction in Required Access.** An alteration shall not decrease or have the effect of decreasing the accessibility of a ⊗ **ty or an accessible connection to an adjacent building or site below the requirements for new construction in effect at the time of the** **ation.**

Inspector Name: _____	
Inspector Signature: _____	Date:
Resident Engineer or Area Engineer Name: _____	
Resident Engineer or Area Engineer Signature: _____	Date:
Distribution:	
<input type="checkbox"/> Project Office	
<input type="checkbox"/> District Permit Office	

# **SAMPLE**

## **ADA EXCEPTIONS DOCUMENTATION**

Job No. \_\_\_\_\_ Route \_\_\_\_\_ County \_\_\_\_\_ Location \_\_\_\_\_

<u>Item</u>	<u>Location</u>	<u>Standard</u>	<u>As Built</u>	<u>Discussion</u>
Sidewalk Width	Third Street Sta 3+00 to 7+00 RT	5' wide	Exist 3' wide	Required 5' x 5' Passing Space added at 5+00
Curb Ramp Grade	SE Quad of Main & First	8.33%	11.2%	As-built Curb Ramp is 16.0' long
Parallel Ramp Landing running grade (turning space)	Sta 35+20 to 35+25 Rt Rte 14	2.00%	2.6%	Landing running grade matches existing roadway grade
Sidewalk Grade	Sta 23+45 to 23+52	5.0%	8.4%	Match existing floor at two exist doorways, Straight grade between fixed elevations

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Inspector Name: _____	Date: _____
Inspector Signature: _____	Date: _____
Resident Engineer or Area Engineer Name: _____	
Resident Engineer or Area Engineer Signature: _____	
Distribution:	
<input type="checkbox"/> Project Office <input type="checkbox"/> District Permit Office	

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GEOTECHNICAL ENGINEERING REPORT  
FOR  
BARTLETT & WEST, INC.

PEDESTRIAN BRIDGE  
MOBERLY, MISSOURI

FEBRUARY 25, 2019

Crockett GTL Project Number: G19394.1



# CROCKETT

GEOTECHNICAL - TESTING LAB

1000 W Nifong Blvd. - Building 1  
Columbia, Missouri 65203  
(573) 447-0292

February 25, 2019

Bartlett & West, Inc.  
1719 Southridge Drive, Suite 100  
Jefferson City, MO 65109

Attn: Mr. Austin Johnson

Re: Geotechnical Engineering Report  
Pedestrian Bridge  
Moberly, Missouri  
Crockett GTL Project Number: G19394.1

Dear Mr. Johnson:

Crockett Geotechnical - Testing Lab (Crockett GTL) has completed the geotechnical engineering services for the referenced project. This report should be read in its entirety. Our services were performed in general accordance with our emailed proposal scope dated November 1, 2018. This report presents the results of our field explorations, laboratory testing, and recommendations for design and construction of the referenced project.

We appreciate the opportunity to be of service and look forward to working with you during the construction phase of this project. If you have any questions concerning this report, or if we may be of further service, please contact us.

Sincerely,



Aaron Grimm, E.I.T.  
Project Manager



Eric H. Lidholm, P.E.  
Principal Engineer  
Missouri: E-23265



Enclosures

cc: 1 - Client (.PDF)  
1 - File

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APPENDIX

- Site Location Map
- Boring Location Plan
- Boring Logs
- Boring Log Legend and Nomenclature

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 Moberly, Missouri  
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 February 25, 2019

## 1 INTRODUCTION

---

Crockett Geotechnical - Testing Lab (CGTL) has conducted a geotechnical exploration for the proposed structure. The purpose of our exploration was to:

- Characterize and evaluate the subsurface conditions.
- Provide design and construction recommendations for:
  - subsurface soil conditions
  - groundwater
  - existing uncontrolled fill
  - earthwork
  - shallow foundations
  - seismic considerations
  - lateral earth pressures
  - special inspection requirements

## 2 SITE AND PROJECT INFORMATION

---

### 2.1 SITE LOCATION AND DESCRIPTION

Item	Description
Location	This project will be located approximately 90 feet west-southwest of the driveway servicing 1331 E Urbandale Dr. in the City of Moberly, Missouri  A Site Location Map showing the approximate location of this site is included in the Appendix of this report
Approximate GPS Coordinates	Latitude: 39.393985° Longitude: -92.419345°

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Item	Description
Existing improvements	Existing fill is present from the construction of W Urbandale Drive (Missouri State Route M) and also from the current sidewalk project.
Current ground cover	Bare soil in the immediate project area
Existing topography	Sloping with about 12 feet of relief in the area of the proposed construction

## 2.2 PROJECT DESCRIPTION

Item	Description
Proposed structure	A new, wooden deck, single span pedestrian bridge It is anticipated each abutment will consist of a reinforced concrete retaining wall supported by a shallow foundation The span length was unknown at the time of this investigation; However, it was assumed to be no shorter than 40 feet and no longer than 70 feet
Maximum loads (provided)	End Bents: 13 kips each
Grading	For this proposal we have assumed site grading to consist of less than approximately 8 feet of fill and no more than 5 feet of cut
Cut and fill slopes	Final slopes are assumed to be no steeper than 3H:1V (Horizontal to Vertical) Final slope design is not included as part of this proposal.
Below grade areas	Abutments

## 3 SUBSURFACE CONDITIONS

### 3.1 FIELD EXPLORATION AND LABORATORY TESTING

Two (2) borings were drilled for this project at the approximate locations indicated on the Boring Location Plan included in the Appendix of this report. Additional information follows:



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Field Exploration	
Boring Locations <sup>1</sup>	Designated by Crockett GTL geotechnical engineer and located at the project site by the drill crew
Boring Elevations <sup>1</sup>	Boring elevations were obtained by the drill crew using an auto-level and grade rod and referencing the existing road culvert. This benchmark had an estimated elevation of 836 feet as determined from a Sidewalk Plan and Profile Plan provided by Bartlett & West Elevations were rounded to the nearest foot
Drill Rig	GeoProbe 7822DT track-mounted drill rig equipped with 4-inch solid stem augers
Sampling Methods <sup>2</sup>	Representative samples were obtained using thin-walled tube sampling and split-barrel tube sampling procedures
<ol style="list-style-type: none"> <li>1. The location and elevation of the borings should be considered accurate only to the degree implied by the means and methods used to define them.</li> <li>2. A CME automatic SPT hammer was used to advance the split-barrel sampler in the borings performed on this site. A significantly greater efficiency is achieved with the automatic hammer compared to the conventional safety hammer operated with a cathead and rope. This higher efficiency has an appreciable effect on the standard penetration resistance blow count (N) value. The effect of the automatic hammer's efficiency has been considered in the interpretation and analysis of the subsurface information for this report.</li> </ol>	

The samples were tagged for identification, sealed to reduce moisture loss, and taken to our laboratory for further examination, testing, and classification. Information provided on the boring logs attached to this report includes soil descriptions, consistency evaluations, boring depths, sampling intervals, and groundwater conditions. The borings were backfilled with auger cuttings prior to the drill crew leaving the site.

The field logs were prepared by the drill crew. Final logs included with this report represent the engineer's interpretation of the field logs and include modifications based upon laboratory tests and observation made of the samples. Detailed information regarding the material encountered and the results of field sampling and laboratory testing are shown on the Boring Logs included in the Appendix of this report. The descriptions of the soil on the final boring logs are in general accordance with the Unified Soil Classification System which is included in the Appendix of this report.

### 3.2 ENCOUNTERED SUBSURFACE CONDITIONS

From the ground surface both borings encountered uncontrolled fill. Uncontrolled fill is fill material that is variable in strength, density, moisture content, and composition. The

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uncontrolled fill extended to an approximate depth of 7 to 12 feet in the borings. The uncontrolled fill thickness should be expected to vary between borings.

Underlying the uncontrolled fill in both borings was native lean to fat clay that was visually identified as possible glacial drift or glacial drift. The glacial drift extended to the planned termination depth of about 20 feet in both borings. Bedrock was not encountered.

Detailed descriptions of the encountered materials are listed on the individual boring logs included in the Appendix of this report. Strata lines indicate the approximate location of changes in material types. The transition between material types may be gradual.

### 3.3 GROUNDWATER

The boreholes were observed while drilling for the presence and level of groundwater. Delayed groundwater levels were not obtained in the borings. The groundwater levels observed are noted on the attached boring logs, and are summarized below:

Groundwater Levels			
Boring Number	Depth to Groundwater (feet)		
	At Time of Drilling	At End of Drilling	After Completion of Drilling
B-1	13.0	13.0	Not taken
B-2	16.0	16.0	Not taken

Due to the low permeability of the soils encountered in the borings, a relatively long period of time may be necessary for a groundwater level to develop and stabilize in a borehole in these materials. Long term observations in piezometers or observation wells sealed from the influence of surface water are often required to define groundwater levels in materials of this type.

Pockets, lenses, and stringers of sand are sometimes encountered in the soil types encountered in the vicinity of the referenced project. These sand pockets are normally discontinuous and often contain water of variable quality and quantity. These sand pockets may be encountered during foundation excavation.

Perched groundwater can develop over low permeability soil or rock strata following periods of heavy or prolonged precipitation. This possibility should be considered when developing design and construction plans and specifications for the project. Groundwater levels depend on seasonal and climatic variations and may be present at different levels in the future. In addition,



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without extended periods of observation, accurate groundwater level measurements may not be possible, particularly in low permeability soils.

The boreholes were backfilled prior to departing the project site. Groundwater records are indicated on the boring logs included in the Appendix of this report.

## 4 GEOTECHNICAL RECOMMENDATIONS

---

### 4.1 EXISTING UNCONTROLLED FILL

Existing uncontrolled fill was encountered in both borings drilled for this investigation. Uncontrolled fill is fill material that is variable in strength, density, moisture content, and composition. This particular uncontrolled fill was comprised of several material types and was mostly soft in consistency with some occasional stiffer zones. The uncontrolled fill extended to an approximate depth of 7 to 12 feet in the borings. The uncontrolled fill thickness should be expected to vary between borings.

Owners sometimes choose to allow uncontrolled fill to remain on a project site. Risk associated with construction on existing uncontrolled fill must be assumed by the owner.

In order to reduce, but not eliminate the risk of supporting the pedestrian bridge abutments on the existing uncontrolled fill, we recommend the subgrade be thoroughly evaluated after stripping and creation of all cut areas but prior to the start of fill operations. Additional evaluations may require the excavation of test pits. Risk can be also reduced by removing and replacing a portion of the existing uncontrolled fill with new structural fill. Additional reductions in risk could be achieved by removing and replacing a thicker portion of the uncontrolled fill with new structural fill. The risks associated with construction on uncontrolled fill can be eliminated by completely removing and replacing the existing uncontrolled fill with new structural fill.

### 4.2 EARTHWORK

At the completion of stripping and grubbing, we recommend the exposed subgrade be thoroughly evaluated before the start of any fill operations. We recommend the geotechnical engineer be retained to evaluate the bearing material for the foundations and subgrade soils. Subsurface conditions, as identified by the field and laboratory testing programs have been reviewed and evaluated with respect to the proposed project plans known to us at this time.

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#### 4.2.1 Site Preparation

All unsuitable material should be removed from the construction areas prior to placing structural fill. After stripping and grubbing, the site should be proofrolled to aid in locating loose or soft areas. Proofrolling can be performed with a loaded tandem axle dump truck if the site is accessible. Other field testing methods can be utilized if a dump truck cannot gain access to the fill areas. Soft, wet, dry and low-density soil should be removed or be moisture conditioned and recompacted in place as structural fill prior to placing new structural fill.

#### 4.2.2 Structural Fill Material Requirements

Compacted structural fill should consist of approved materials free of organic matter and debris. Frozen material should not be used and fill should not be placed on a frozen subgrade. A sample of each material type should be submitted for evaluation prior to use.

#### 4.2.3 Structural Fill Compaction Requirements

Structural Fill Compaction Requirements	
Soil Fill Lift Thickness	<ul style="list-style-type: none"> <li>9 inches or less when using heavy self-propelled compaction equipment</li> <li>6-inches or less when using hand guided or light self-propelled equipment</li> </ul>
Compaction Requirements	<p>95% of standard Proctor dry density (ASTM D-698)</p> <ul style="list-style-type: none"> <li>We recommend engineered fill be tested for moisture content and compaction during placement. Should the results of the in-place density tests indicate the specified moisture or compaction limits have not been met, the area represented by the test should be reworked and retested as required until the specified moisture and compaction requirements are achieved.</li> <li>As stated within ASTM D698, this procedure is intended for soils with 30% or less material larger than ¾". Accordingly, we recommend full time proof-roll observation be performed instead of moisture density testing for materials containing more than 30% aggregate retained on the ¾" sieve.</li> </ul>
Compaction Moisture Content Requirements	<ul style="list-style-type: none"> <li>Lean to Fat Clay and Fat Clay</li> <li>Lean Clay and Silt</li> <li>Granular</li> </ul> <ul style="list-style-type: none"> <li>Workable moisture content. Shall not pump when proofrolled</li> <li>Workable moisture content. Shall not pump when proofrolled</li> <li>Workable moisture content. Shall not pump when proofrolled</li> </ul>



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#### 4.2.4 Earthwork Construction

In periods of dry weather, the surficial soils may be of sufficient strength to allow fill construction on the stripped and grubbed ground surface. However, unstable subgrade conditions could develop if the soils are wet or subjected to repetitive construction traffic. Should unstable subgrade conditions be encountered, stabilization measures will need to be employed.

The site should be graded to prevent ponding of surface water on the prepared subgrades or in excavations. If the subgrade should become frozen, desiccated, saturated, or disturbed, the affected material should be removed or these materials should be scarified, moisture conditioned, and recompact prior to construction.

The geotechnical engineer should be retained during the construction phase of the project to observe earthwork/fill placement and to perform necessary tests and observations during subgrade preparation; proof-rolling; placement and compaction of structural fills; backfilling of excavations into the completed subgrade, and just prior to construction.

#### 4.2.5 Temporary Excavations

The Occupational Safety and Health Administration (OSHA) has developed regulations to provide for the safety of workers entering excavations. Temporary excavations will probably be required during grading operations. All operations should be performed under the supervision of qualified site personnel in accordance with OSHA Excavation and Trench Safety Standards.

### 4.3 FOUNDATIONS

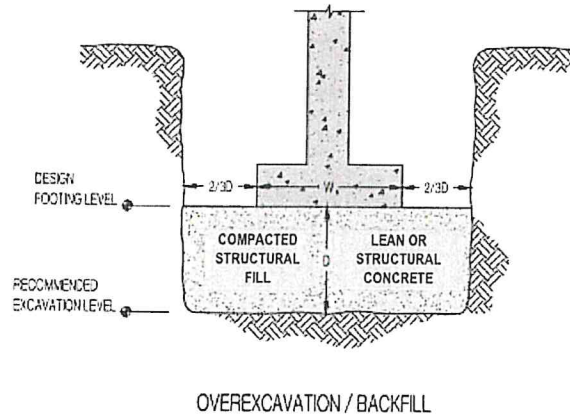
The subsurface data obtained from the borings was analyzed to evaluate potential foundation design alternatives. Based upon the anticipated loads, we recommend the proposed pedestrian bridge be supported on shallow spread footings bearing on an improved subgrade. The subgrade improvement procedure is described below.

#### 4.3.1 Shallow Foundation Design Recommendations

The following shallow foundation recommendations assume at least 2 feet of the uncontrolled fill has been overexcavated from below the bottom of the footings and replaced with new structural fill. In addition, the overexcavation should extend laterally beyond all edges of the footings at least 8 inches per foot of overexcavation depth below footing base elevation. The entire overexcavation should then be backfilled up to the footing base elevation with Type 5 MoDOT crushed limestone base material (CLBM) placed in lifts of 9 inches or less in loose thickness and compacted to at least 95 percent of the material's maximum standard effort maximum dry density (ASTM D 698). Lean or structural concrete can be used as an alternative

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to placement of compacted Type 5 MoDOT base rock below the footing. Additional reductions in risk could be achieved by removing and replacing a thicker portion of the uncontrolled fill with new structural fill or lean/structural concrete. The overexcavation-and-backfill procedure is also presented in the diagram below.



Assuming at least 2 feet of the uncontrolled fill underlying and adjacent to the pedestrian bridge footing has been remediated, foundation recommendations are as follows:

Shallow Foundation Design Recommendations	
Net allowable bearing pressure <sup>1</sup> <ul style="list-style-type: none"> <li>Isolated foundations</li> <li>Allowable overstress for transient loads (i.e. snow, wind, seismic)</li> </ul> 1. Assumes all foundations will bear directly on at least 2 feet, or more, of compacted Type 5 MoDOT.	1,000 psf 33%
Minimum foundation dimensions <ul style="list-style-type: none"> <li>Isolated foundations</li> </ul>	30 inches
Ultimate passive pressure (equivalent fluid pressure) <ol style="list-style-type: none"> <li>The sides of the spread footing foundation excavations must be nearly vertical and the concrete should be placed neat against the vertical faces for the passive earth pressure values to be valid.</li> <li>Passive resistance in the frost zone should be neglected.</li> <li>Some movement of the footing will be required to mobilize resistance from passive pressure and sliding friction.</li> </ol>	270 pcf
Ultimate coefficient of sliding friction <ul style="list-style-type: none"> <li>If bearing on compacted Type 5 MoDOT CLBM</li> <li>If bearing on lean or structural concrete</li> </ul>	0.40 0.32

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Shallow Foundation Design Recommendations	
Minimum embedment below finished grade for frost protection	36 inches
Uplift Resistance <ul style="list-style-type: none"> <li>• Total Unit Weight - Soil</li> <li>• Total Unit Weight - Concrete</li> </ul> <ol style="list-style-type: none"> <li>1. Only the soil directly overlying the foundation should be used for uplift resistance</li> <li>2. Unit weight values do not include factors of safety</li> <li>3. Assumes foundations are drained and are constructed above the highest groundwater level</li> </ol>	120 pcf 150 pcf
Approximate Foundation Settlement <ol style="list-style-type: none"> <li>1. Due to the presence of uncontrolled fill consisting of various material types and properties, reliable settlement estimates cannot be determined.</li> </ol>	Cannot be determined <sup>1</sup>

#### 4.3.2 Shallow Foundation Construction Considerations

The base of all foundation excavations should be free of water and loose soil and rock prior to placing concrete. Concrete should be placed soon after excavating to reduce bearing soil disturbance. Should the soils at bearing level become excessively dry, disturbed, saturated, or frozen the affected soil should be removed prior to placing concrete. Place a lean concrete mud-mat over the bearing soils if the excavations must remain open over night or for an extended period of time. It is recommended the geotechnical engineer be retained to observe and test the foundation bearing materials.

Groundwater was encountered in the borings and conditions may develop such that water may be encountered during foundation excavations. In addition, some surface and/or perched groundwater may enter foundation excavations during construction. It is anticipated any water entering foundation excavations from these sources can be removed using sump pumps and/or gravity drainage.

#### 4.4 SEISMIC CONSIDERATIONS

The International Building Code and ASCE 7 requires the average properties in the upper 100 feet of the subsurface profile be determined for seismic site classification. The drilling scope performed for this project had borings that extended to a maximum depth of approximately 20.0 feet. As such, we provide the following seismic site classification:

Seismic Site Classification	
Code Used	International Building Code (IBC) and ASCE 7
Site Classification	D



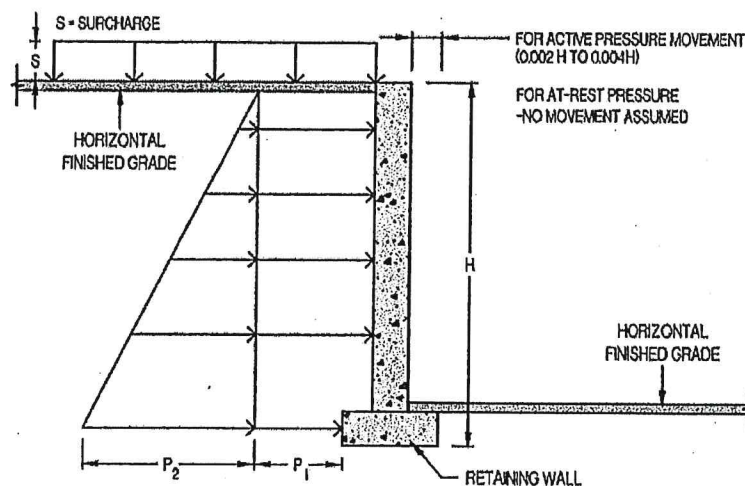
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Additional exploration to greater depths could be considered to confirm the conditions below the current depth of exploration. Alternatively, a geophysical exploration could be utilized in order to attempt to justify a more favorable seismic site class.

#### 4.5 LATERAL EARTH PRESSURES

The lateral earth pressure recommendations given in the following paragraphs are applicable to the design of rigid retaining walls subject to slight rotation, such as cantilever, or gravity type reinforced concrete walls. These recommendations are not applicable to the design of modular block - geogrid reinforced backfill walls. Recommendations covering these types of wall systems are beyond the scope of services for this assignment.

Reinforced concrete walls with unbalanced backfill levels may be utilized on this site. Walls should be designed using the earth pressures indicated in the following table. Earth pressures will be influenced by structural design of the walls, conditions of wall restraint, methods of construction and/or compaction and the strength of the materials being restrained. Two wall restraint conditions are shown. Active earth pressure is commonly used for design of free-standing cantilever retaining walls and assumes wall movement. The "at-rest" condition assumes no wall movement. The recommended design lateral earth pressures do not include a factor of safety and do not provide for possible hydrostatic pressure on the walls.





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Earth Pressure Coefficients			
Backfill Type	Active ( $K_a$ )	At Rest ( $K_o$ )	Passive ( $K_p$ )
Cohesive Equivalent Fluid Unit Weights	50 pcf	70 pcf	280 pcf
Granular Equivalent Fluid Unit Weights	40 pcf	60 pcf	360 pcf
Surcharge Pressure, $P_1$ (psf)			
Cohesive	(0.42)S	(0.58)S	---
Granular	(0.33)S	(0.46)S	---
Earth Pressure, $P_2$ (psf)			
Cohesive	(50)H	(70)H	---
Granular	(40)H	(55)H	---
Sliding Resistance	0.32 (coefficient of friction)		
<ul style="list-style-type: none"> <li>The values are applicable when the surface of the backfill behind the wall is horizontal. Increased values will result with steeper than horizontal slopes.</li> <li>No safety factor included in soil parameters</li> <li>Does not include loading from heavy compaction equipment</li> <li>No hydrostatic pressures acting on wall</li> <li>Backfill compacted to at least 95% standard Proctor dry density, or at least 80% relative density, as appropriate for material type.</li> <li>Soil backfill unit weight a maximum of 120 pcf</li> <li>No dynamic loading.</li> <li>For active earth pressure, wall must rotate about base, with top lateral movements of about 0.002 H to 0.004 H, where H is wall height</li> <li>For passive earth pressures to develop, the wall must move horizontally.</li> <li>Ignore passive pressure in the frost zone</li> <li>For the granular values to be valid, the granular backfill must extend out from the base of the wall at an angle of at least 45 and 60 degrees from vertical for the active and passive cases, respectively.</li> <li>Exterior granular backfill should be capped with approximately 2 feet of cohesive soil to reduce the potential for surface water infiltration into the granular backfill.</li> <li>Uniform surcharge, where S is surcharge pressure.</li> </ul>			

We recommend all below-grade walls be provided with a drainage system. A minimum 4-inch diameter, perforated drain pipe should be placed at the foundation level. Granular drainage material, consisting of 1-inch clean crushed rock, classified as GP by ASTM D 2487, with less than 5 percent passing the No. 200 sieve, should be placed a minimum of 6 inches in all directions around the drainage pipe. Synthetic filter fabric, such as Mirafi 140N or equivalent, should encapsulate the drainpipe and granular drainage material.

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The pipe should be sloped to drain by gravity or through weep holes located on approximately 10-foot centers for above-grade retaining walls, or to a sump with a pump for below-grade walls where positive drainage by gravity cannot be achieved. Any interior sumps must be isolated "watertight" from the interior subgrade to prevent the movement of moisture from the sump into the underlying soils.

#### 4.6 SPECIAL INSPECTION REQUIREMENTS

The following items require special inspections in accordance with Chapter 17 of the International Building Code:

Schedule of Special Inspection Services <sup>1</sup>			
Material/Activity	Service	Applicable to this Project	
		Y/N	Extent
1705.6 Soil		Y	
• Verify materials below shallow foundations are adequate to achieve the design bearing capacity.	Field Inspection	Y	Periodic
• Verify excavations are extended to proper depth and have reached proper material	Field Inspection	Y	Periodic
• Perform classification and testing of controlled fill materials.	Field Inspection	Y	Periodic
• Verify use of proper material, densities, and lift thicknesses during placement and compaction of controlled fill.	Field Inspection	Y	Continuous
• Prior to placement of controlled fill, observe subgrade and verify site has been prepared properly.	Field Inspection	Y	Periodic
1. Testing and inspections services shall be performed by an approved agency in general accordance with section 1703 of the International Building Code.			

The contractor shall request special inspection of the items listed above prior to those items becoming inaccessible and unobservable due to the progression of work.

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## 5 GENERAL COMMENTS

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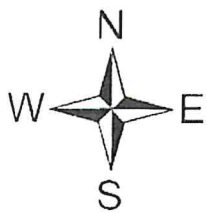
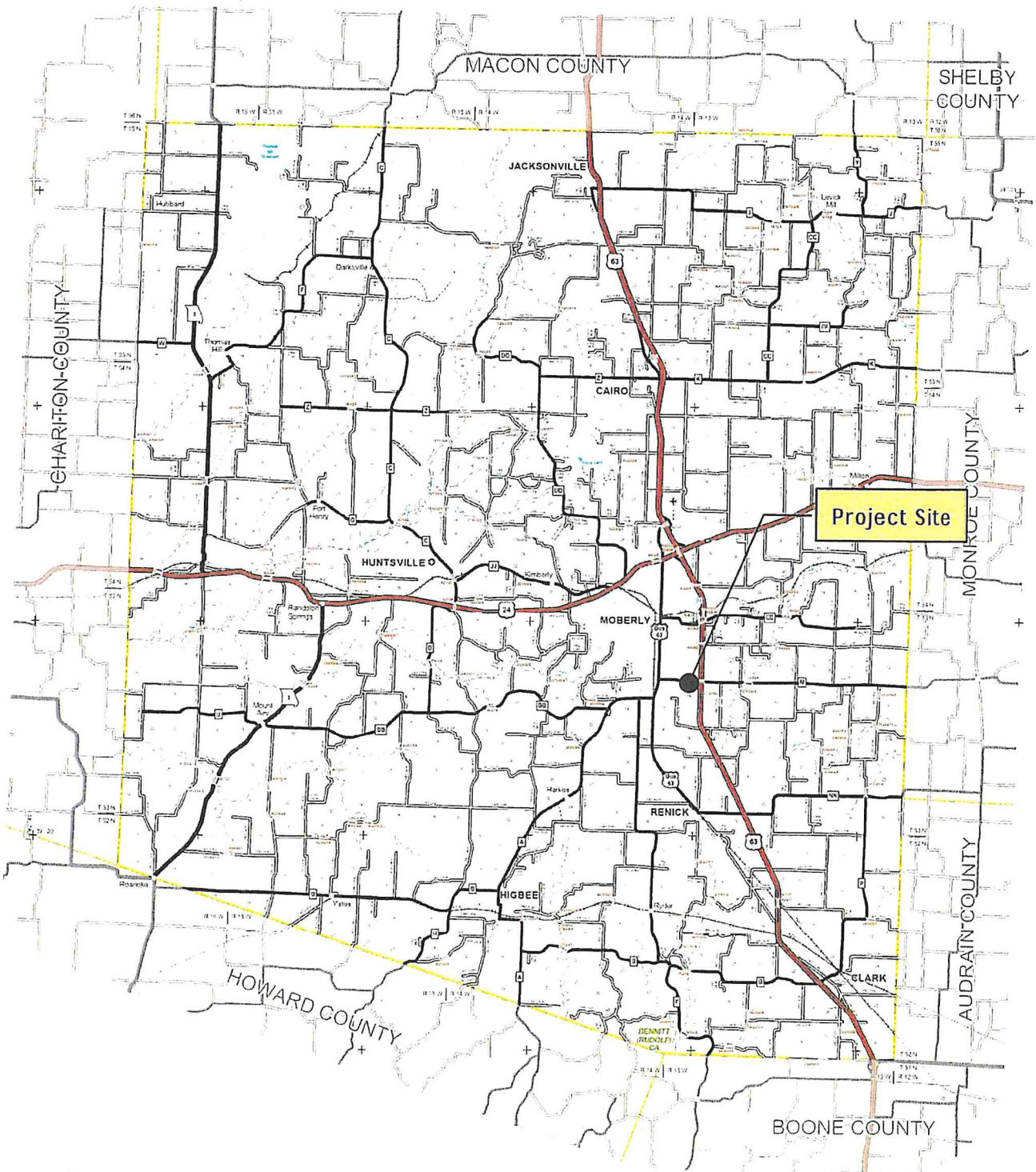
The recommendations provided herein are for the exclusive use of our client. Our recommendations are specific only to the project described herein and are not meant to supersede more stringent requirements of local ordinances or codes. The recommendations are based on subsurface information obtained at our boring locations, sample locations, our understanding of the project as described in this report, and geotechnical engineering practice consistent with the current standard of care. No warranty is expressed or implied. CGTL should be contacted if conditions encountered are not consistent with those described.

CGTL should be provided with a set of final plans and specifications, once they are available, to review whether our recommendations have been understood and applied correctly and to assess the need for additional exploration or analysis. Failure to provide these documents to CGTL may nullify some or all of the recommendations provide herein. In addition, any changes in the planned project or changes in site conditions may require revised or additional recommendations on our part.

The final part of our geotechnical service should consist of direct observation during construction to observe that conditions actually encountered are consistent with those described in this report and to assess the appropriateness of the analyses and recommendations contained herein. CGTL cannot assume liability or responsibility for the adequacy of recommendations without being retained to observe construction.

# APPENDIX





**SITE LOCATION MAP**

PEDESTRIAN BRIDGE  
MOBERLY 109 MOURI

Prepared By:  
**CROCKETT**  
 GEOTECHNICAL TESTING LAB  
 1000 W. Nifong Blvd, Building 1  
 Columbia, MO 65203  
 573-447-3981  
 www.CrockettGTL.com

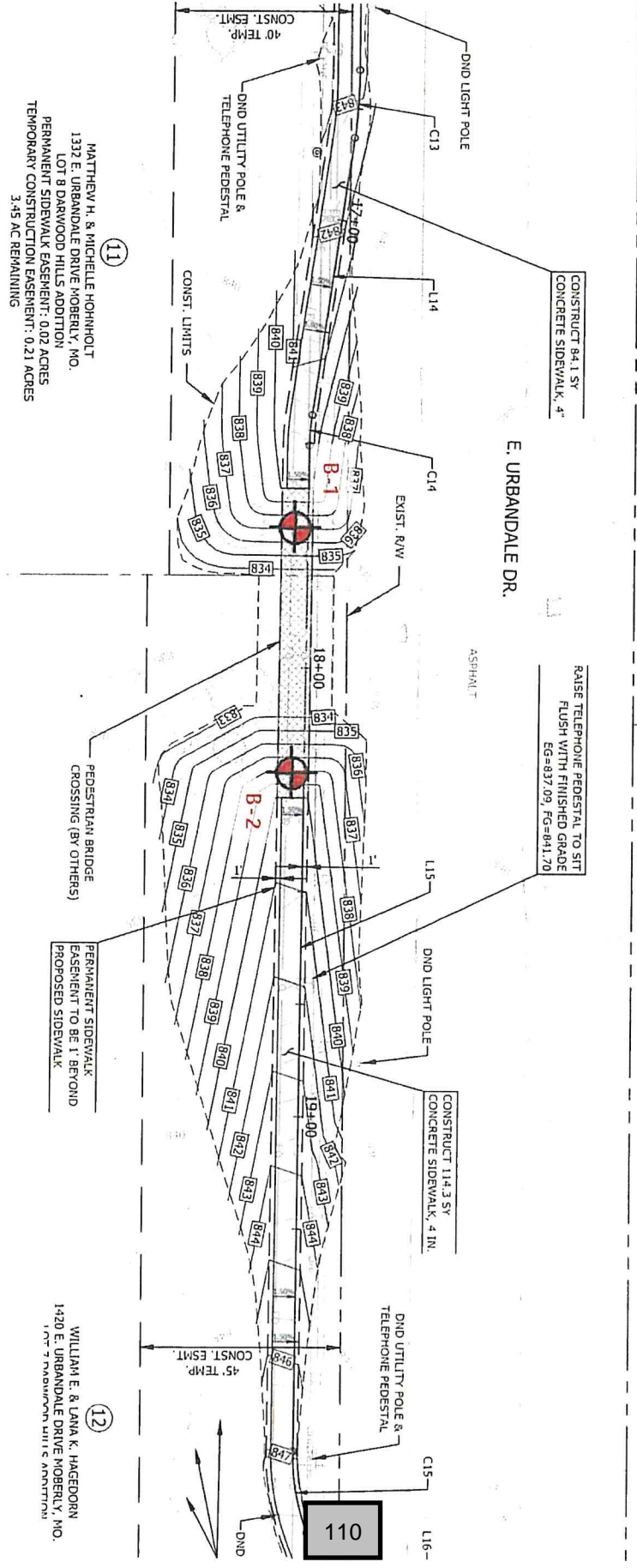
PROJECT NO.: G19394.1

**LEGEND**

- 7" CONCRETE PAVED APPROACH
- CONCRETE SIDEWALK
- TRUNCATED DOMES
- PEDESTRIAN BRIDGE CROSSING (BY OTHERS)
- SIDEWALK
- RAMP
- LANDING

JERRY & JONCE MILNES  
 1331 E. URBANDALE DRIVE, MOBERLY, MO  
 PART OF LOT 7 OF FRED H. DABLER SURVEY  
 OF THE W 1/2 OF THE SW 1/4 OF SEC. 7 T53N-R13W

CP # 103-



⑪  
 MATTHEW H. & MICHELLE HOHNHOLT  
 1332 E. URBANDALE DRIVE MOBERLY, MO.  
 LOT 8 DARWOOD HILLS ADDITION  
 PERMANENT SIDEWALK EASEMENT: 0.02 ACRES  
 TEMPORARY CONSTRUCTION EASEMENT: 0.21 ACRES  
 3.45 AC REMAINING

PERMANENT SIDEWALK EASEMENT TO BE 1' BEYOND PROPOSED SIDEWALK

⑫  
 WILLIAM E. & LANA K. HAGEDORN  
 1420 E. URBANDALE DRIVE MOBERLY, MO.  
 LOT 7 DARWOOD HILLS ADDITION



PROJECT NO: G19394.1

# BORING LOCATION PLAN

## PEDESTRIAN BRIDGE MOBERLY, MISSOURI

Prepared By:  
**CROCKETT**  
 GEOTECHNICAL TESTING LAB  
 1000 W. Nifong Blvd, Building 1  
 Columbia, MO 65203  
 573-447-3981  
 www.CrockettGL.com



Crockett GTL  
 1000 W Nifong Blvd. Bldg. #1  
 Columbia, MO 65203  
 Telephone: 573-447-0292



CLIENT Bartlett & West PROJECT NAME Pedestrian Bridge  
 PROJECT NUMBER G19394 PROJECT LOCATION Moberly, Missouri  
 DATE STARTED 2/5/19 COMPLETED 2/5/19 GROUND ELEVATION 837 ft MSL HOLE SIZE 4"  
 DRILLING CONTRACTOR IPES GROUND WATER LEVELS:  
 DRILLING METHOD 4" SSA  AT TIME OF DRILLING 13.00 ft / Elev 824.00 ft  
 LOGGED BY Lidholm CHECKED BY Lidholm  AT END OF DRILLING 13.00 ft / Elev 824.00 ft  
 NOTES Borehole backfilled upon completion AFTER DRILLING --- Not Taken

SAMPLE LENGTH REPORT - LAT-LONG TEMPLATE.GDT - 2/13/19 16:45 - V:\PROJECTS\G19394 - PEDESTRIAN BRIDGE\G19394.GPJ

DEPTH (ft)	GRAPHIC LOG	MATERIAL DESCRIPTION	SAMPLE TYPE NUMBER	RECOVERY LENGTH	BLOW COUNTS (N VALUE)	POCKET PEN. (psf)	UNC. COMP. (psf)	DRY UNIT WT. (pcf)	MOISTURE CONTENT (%)	ATTERBERG LIMITS		
										LIQUID LIMIT	PLASTIC LIMIT	PLASTICITY INDEX
0		UNCONTROLLED FILL: Lean to fat clay, brown and gray, trace rust stains, trace sand and gravel, soft to stiff										
1	[Red hatched pattern]		ST 1	10		1000	660	96	26			
2			ST 2	13		3000	1570	93	28			
7.0		LEAN TO FAT CLAY: Gray and light brown, trace to with rust stains, trace sand and gravel, medium to stiff (possible glacial drift)										
8.0			ST 3	20		3000	2920	102	23			
17.0		LEAN TO FAT CLAY: Brown, trace gray, trace sand and gravel, trace silt, very stiff (glacial drift)										
18.0			ST 4	19		1000		106	23			
20.0			SPT 5	15	11-11-12 (23)	6000			16			

No Refusal.  
 Bottom of borehole at 20.0 feet.

Crockett GTL  
 1000 W Nifong Blvd. Bldg. #1  
 Columbia, MO 65203  
 Telephone: 573-447-0292



CLIENT Bartlett & West PROJECT NAME Pedestrian Bridge  
 PROJECT NUMBER G19394 PROJECT LOCATION Moberly, Missouri  
 DATE STARTED 2/5/19 COMPLETED 2/5/19 GROUND ELEVATION 838 ft MSL HOLE SIZE 4"  
 DRILLING CONTRACTOR IPES GROUND WATER LEVELS:  
 DRILLING METHOD 4" SSA  $\nabla$  AT TIME OF DRILLING 16.00 ft / Elev 822.00 ft  
 LOGGED BY Lidholm CHECKED BY Lidholm  $\nabla$  AT END OF DRILLING 16.00 ft / Elev 822.00 ft  
 NOTES Borehole backfilled upon completion AFTER DRILLING --- Not Taken

SAMPLE LENGTH REPORT - LAT-LONG TEMPLATE.GDT - 2/13/19 16:45 - V\==PROJECTS\==G19394 - PEDESTRIAN BRIDGE\G19394.GPJ

DEPTH (ft)	GRAPHIC LOG	MATERIAL DESCRIPTION	SAMPLE TYPE NUMBER	RECOVERY LENGTH	BLOW COUNTS (N VALUE)	POCKET PEN. (psf)	UNC. COMP. (psf)	DRY UNIT WT. (pcf)	MOISTURE CONTENT (%)	ATTERBERG LIMITS		
										LIQUID LIMIT	PLASTIC LIMIT	PLASTICITY INDEX
0		UNCONTROLLED FILL: Lean to fat clay, light brown, trace gray, trace root hairs, trace to with sand, soft to stiff										
			ST 1	11		1000	890	98	25			
		--: dark brown, trace gray, trace gravel	ST 2	24		1000	790	96	25	50	16	34
5												
		--: light brown, trace gray, trace rust stains, trace to with sand, trace gravel	ST 3A	10		1500	1370	96	21			
		--: dark brown, trace sand and gravel, with glass shards	ST 3B	7		3000	2510	93	26			
10												
		LEAN TO FAT CLAY: Light brown, trace gray, trace to with sand and gravel, occasional silty zones; soft to stiff (glacial drift)	ST 4	22		3500	930	100	28			
15												
		--: clayey sand, with gravel, trace silt	ST 5	8		2000		119	19			
20												

No Refusal.  
 Bottom of borehole at 20.0 feet.



## BORING LOG LEGEND AND NOMENCLATURE

Sample Type	Description
AU	Auger sample, disturbed, obtained from auger cuttings
NR	No recovery or lost sample
RC	Rock core, diamond core bit, nominal 2-inch diameter rock sample (ASTM D 2113)
ST	Thin walled (Shelby) tube sample, relatively undisturbed (ASTM D 1587)
SPT	Split spoon sample, disturbed (ASTM D 1586)
VA	Shear vane (ASTM D 2753)

Grain Size Terminology	
Boulders	Larger than 12-inches
Cobbles	3-inches to 12-inches
Gravel	Retained on #4 sieve to 3-inches
Sand	Retained on #200 sieve but passes #4 sieve
Silt or Clay	Passes #200 sieve

Descriptor	Relative Proportion of Sand and Gravel	Relative Proportion of Fines
Trace	Less than 15% by dry weight	Less than 5% by dry weight
With	15% to 30% by dry weight	5% to 12% by dry weight
Modifier	More than 30% by dry weight	More than 12% by dry weight

Relative Density of Coarse grained Soils	
Descriptive Term	SPT N-Value, Blows/Foot
Very Loose	0 - 3
Loose	4 - 9
Medium Dense	10 - 29
Dense	30 - 49
Very Dense	50+

Consistency of Fine Grained Soils		
Descriptive Term	SPT N-Value, Blows/Foot	Unconfined Compressive Strength, psf
Very Soft	0 - 1	0 - 500
Soft	2 - 3	501 - 1,000
Medium	4 - 9	1,001 - 2,000
Stiff	10 - 29	2,001 - 4,000
Very Stiff	30 - 49	4,001 - 8,000
Hard	50+	> 8,000

USCS Soil Classification System				
Major Divisions			Group Symbol	Group Name
coarse grained soils more than 50% retained on #200 sieve	gravel •50% of coarse fraction retained on #4 (4.75 mm) sieve	clean gravel •5% small than #200 sieve	GW	well-graded gravel, fine to coarse gravel
		gravel with •12% fines	GP	poorly graded gravel
			GM	silty gravel
	sand •50% of coarse fraction passes #4 (4.75 mm) sieve	clean sand	GC	clayey gravel
			SW	well-graded sand, fine to coarse sand
		sand with •12% fines	SP	poorly graded sand
SM	silty sand			
fine grained soils more than 50% passes #200 sieve	silt and clay liquid limit < 50	inorganic	SC	clayey sand
			ML	silt
		CL	clay	
	silt and clay liquid limit ≥ 50	inorganic	OL	organic silt, organic clay
			MH	silt of high plasticity, elastic silt
		organic	CH	clay of high plasticity, fat clay
highly organic soils		OH	organic clay, organic silt	
		PT	peat	

Weathering	Description of Rock Properties
Fresh	No discoloration. Not oxidized.
Slightly weathered	Discoloration or oxidation of most surfaces but at short distance from fractures
Moderately weathered	Discoloration or oxidation extends from fractures, usually throughout. All fractured surfaces are oxidized or discolored.
Severely weathered	Discoloration or oxidation throughout. All fractured surfaces are oxidized or discolored. Surfaces are friable.
Decomposed	Resembles a soil. Partial or complete remnant rock structure may be present.

Rock Quality Designator (RQD)	
RQD, %	Rock Quality
90 - 100	Excellent
75 - 90	Good
50 - 75	Fair
25 - 50	Poor
0 - 25	Very poor

Joint, Bedding, and Foliation Spacing in Rock		
Spacing	Joints	Bedding/Foliation
< 2-inches	Very close	Very thin
2-inches - 1-foot	Close	Thin
1-foot - 3-feet	Moderately Close	Medium
3-feet - 10-feet	Wide	Thick
> 10-feet	Very Wide	Very thick

# City of Moberly City Council Agenda Summary

Agenda Number: \_\_\_\_\_ #5.  
 Department: Public Utilities  
 Date: December 2, 2019

**Agenda Item:** An Ordinance Repealing Ordinance No. 9557 And Ratifying The Execution Of A Cooperative Agreement With Sean Robert Miller And Monica M. Miller For Sewer Infrastructure

**Summary:** The City of Moberly needs to construct a sewer line extension located in the 1600 block of North Buchanan Street to connect three properties that are not currently served by service to the City’s sewer. Due to the small number of properties being served by the sewer extension, a cooperative agreement was developed instead of a sewer district. The cooperative agreement for connecting two of the three properties to be served was signed by the property owners. The third property owner was unwilling to sign due to the property being under contract for sale. At this time, staff recommend moving forward with the project without the third property owner’s participation.

**Recommended**

**Action:** Approve this ordinance.

**Fund Name:** Sewer District Assessments (Revenue Account)

**Account Number:** 300.000.4535

**Available Budget \$:**

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

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

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

**AN ORDINANCE REPEALING ORDINANCE NO. 9557 AND RATIFYING THE EXECUTION OF A COOPERATIVE AGREEMENT WITH SEAN ROBERT MILLER AND MONICA M. MILLER FOR SEWER INFRASTRUCTURE.**

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

**SECTION ONE:** On November 4, 2019, this council passed Ordinance No. 9557 which authorized the execution of two Cooperative Agreements which provided for partial funding of sewer infrastructure improvements along North Buchanan.

**SECTION TWO:** One agreement with Sean Robert Miller and Monica M. Miller was executed but the second agreement with Charles E. and Nancy K. Harlow was not executed because the Harlow's refused to enter into the agreement; therefore, staff desires that the council repeal the Ordinance No. 9557.

**SECTION THREE:** Staff desires to go forward with the sewer infrastructure project with only the Millers participation and desires that the council ratify the agreement reached with the Millers.

**SECTION FOUR:** Attached hereto is the executed Cooperative Agreement with the Millers.

**SECTION FIVE:** Ordinance No. 9557 is hereby repealed and the Cooperative Agreement executed between the Millers and the City is hereby ratified and the sewer infrastructure project on North Buchanan is hereby authorized to proceed.

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

**PASSED AND ADOPTED** by the Council of the City of Moberly, Missouri, this 2nd day of December, 2019.

**ATTEST:**

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

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



**COOPERATIVE AGREEMENT FOR SEWER INFRASTRUCTURE**

THIS COOPERATIVE AGREEMENT FOR SEWER INFRASTRUCTURE (this "Agreement") is made and entered into as of the 6 day of Nov. 2019 by and between the CITY OF MOBERLY, a third-class city and a Missouri municipal corporation having a principal office at 101 West Reed Street, Moberly, Missouri 65270 (the "City"); and SEAN ROBERT MILLER and MONICA M. MILLER, husband and wife, having a principal residence at 1007 Taylor Street, Moberly, Missouri 65270 (the "Owner").

**RECITALS**

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

B. The Owners are the owners in fee of two (2) parcel of improved real property located in the City known and numbered as 1651 North Buchanan and 1663 North Buchanan, and legally described on the attached Exhibit 1, to which property the Owners desire to connect to the City sewer by way of a sewer main to be constructed by the City.

C. The City and Owner are willing to divide the cost of construction for installing the City sewer main between themselves and one (1) other property owner as set forth herein along a path as described on the attached Exhibit 2.

D. The City has advertised for bids for construction of the sewer main. Owner consents to the successful bidder as the principal contractor for the sewer main construction and acknowledges that the estimate of the cost of the construction at this time is Fifty-Five Thousand Eight Hundred and Seventy Dollars (\$55,870.00) but that the whole cost of construction shall be determined following completion of the construction.

**AGREEMENT**

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

**1. The Project.** The sewer line extension shall be located in the 1600 block of North Buchanan Street in Moberly, Missouri within the city right-of-way as described on the attached Exhibit 2. The successful bidder shall act as the contractor for the project which project shall be administered by city staff with construction expected to begin on or about November 12, 2019 and to be completed within 6 months thereafter. The cost of construction shall include the installation of a service line running across North Buchanan to the Owners property line on the west side of North Buchanan where Owner shall be

responsible to have the service line connected to a new lateral by a licensed plumber. The project will involve removing 900 feet of 4" forced sewer main and replacing it with an 8" gravity sewer main. Precast manholes and sewer services will also be installed. All work will be done according to current City of Moberly specifications.

All manholes shall have cretex wrap on barrel sections and chimney seals installed. All manholes shall pass vacuum testing. All pipe shall be pressured tested. All pipe shall be bedded with granular backfill.

The City of Moberly shall enter into all contracts for the construction of the sewer improvements and shall be responsible for the supervision and enforcement of such contracts, including engineering and inspection, and, subject to the provisions of this Agreement, for payment of all costs of the improvements.

**2. Costs of Construction and Payment.** The bid estimate for the project construction is Fifty-Five Thousand Eight Hundred and Seventy Dollars (\$55,870.00). The whole cost of construction shall be determined within thirty (30) days following completion of the project. Owner agrees to pay two-eighths (2/8) of the whole costs of construction and City shall be responsible for five-eighths (5/8) of the whole costs of construction. City shall be responsible for payment to the contractor for the whole costs of construction and Owner shall pay their two-eighths (2/8) share to the City as follows: One Thousand Five Hundred Dollars (\$1,500.00) shall be due and payable upon the execution of this contract. Upon completion of the project and the determination of the whole cost of the project this \$1,500.00 payment shall be credited against Owners two-eighths (2/8) share of the whole cost. The balance due following credit for the \$1,500.00 payment shall be repaid in ten (10) equal annual payments beginning on March 1, 2020 and continuing each year thereafter until March 1, 2030 at which time the entire remaining balance shall be due and payable.

Each payment shall be due without demand and in accordance with the above described repayment schedule. Payments shall be directed to Greg Hodge, Director of Finance, City of Moberly. Payments are in default if not paid within seven (7) days of the due date.

All monies paid to City shall not be held in escrow but rather may be used by City for any legitimate governmental purpose

**3. Sewer Line Construction and Maintenance Easements.** Owner, for good and valuable consideration, the receipt of which is hereby acknowledged, hereby grants to City, its successors and assigns, a temporary construction easement along the easterly side of the North Buchanan Street existing right-of-way extending 15 feet east of the right-of-way for purposes of installing the sewer line and appurtenances therewith during the period of time necessary for the completion of the project. The construction easement shall be temporary and is granted for the sole purpose of completing construction of this project. The easement shall terminate following completion of the project.

**4. Ownership of Materials.** All materials purchased for use in the project shall be property of the City. Owners hereby assign and transfer to City any interest they may have in the construction materials and waive any right to make a claim against the city for any ownership interest in said materials.



**5. Transfer or Assignment.** This Agreement shall not be assignable, transferable or delegable by any party without the written consent of the other party.

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

**7. Default/Remedies.** In the event Owner fails to make any payment pursuant to Section 2 of this Agreement and as provided in said Section Owner shall be in default. City is not required to give Notice of default but may do so without waiving its rights in default as provided herein. City may seek to recover payment of any obligation under this contract either in law or equity, by suit, action, mandamus or other proceedings in court.

City is specifically given the right to terminate city water service to the Owner if Owner fails to make any payment due herein. In the event City elects to invoke this remedy it shall provide Owner with written Notice of its Intent to terminate water service no later than 10 days prior to water shut-off. Written Notice will be delivered to owner by mail to the address provided in this Agreement for Notices. Owner may avoid termination of water service or reestablish water service by making any delinquent payment. In order to reestablish water service Owner shall pay all reconnection fees normally assessed by the City Water Department.

None of the foregoing remedies shall be exclusive of any other remedy specified herein or otherwise available to the City and any and all such remedies may be exercised individually, sequentially, collectively, or in the alternative, all at the City's sole discretion.

If City recovers any delinquent payment by way of initiating suit then Owner agrees to pay all attorney's fees incurred by the city in collecting the debt and bringing suit along with all costs of any court action. In addition, City shall be entitled to interest on any delinquent payment at the statutory rate from the date of default.

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

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

If to the Owner(s) Sean Robert and Monica M. Miller  
1007 Taylor Street  
Moberly, Missouri 65270

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

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

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

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

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

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

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



Agreement, it shall not be necessary to produce or account for more than one such counterpart executed by the party against whom enforcement is sought.

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


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


By:   
City Manager

ATTEST:

By:   
D.K. Galloway, City Clerk

**OWNERS**

  
Sean Robert Miller

  
Monica M. Miller

ACKNOWLEDGEMENTS

STATE OF MISSOURI )  
 ) ss.  
COUNTY OF RANDOLPH )

On this 6 day of Nov, 2019, before me personally appeared Brian Crane, to me personally known to be the City Manager of the City of Moberly, Missouri who executed the foregoing instrument upon granted the authority granted to him by the City Council of the City of Moberly, Missouri and acknowledged that he executed the same as his free act and deed.

IN TESTIMONY WHEREOF, I have hereunto set my hand and affixed by official seal at my office in Moberly, Missouri, the day and year last above written.



Shirley Olney  
Notary Public

My commission expires: Jan 29, 2020

My commission number: 11383173

STATE OF MISSOURI )  
 ) ss.  
COUNTY OF RANDOLPH )

On this 6 day of Nov, 2019, before me personally appeared Sean Robert Miller and Monica M. Miller, husband and wife, known to be the persons described in and who executed the foregoing instrument and acknowledged that they executed the same as their free act and deed.

IN TESTIMONY WHEREOF, I have hereunto set my hand and affixed my official seal at my office in Moberly, Missouri, the day and year first above written.



Shirley Olney  
Notary Public

My commission expires: Jan 29, 2020

My commission number: 11383173

EXHIBIT 1

## EXHIBIT 1

A tract of land situated in the Southwest Quarter of the Southeast Quarter of Section 26, Township 54 North, Range 14 West, Randolph County, Missouri, and being more particularly described as follows: Commencing at the South Quarter point of said Section 26; thence along the Section line, South 88 degrees 34 minutes 13 seconds East 1269.74 feet to a point on the Westerly right of way line of Buchanan Street; thence along said Westerly right of way line, North 02 degrees 49 minutes 53 seconds East 210.49 feet being the point of beginning of the description herein, to wit; thence leaving last described line, North 88 degrees 34 minutes 13 seconds West 622.41 feet; thence North 02 degrees 04 minutes 09 seconds East 460.53 feet; thence South 88 degrees 31 minutes 24 seconds East 13.53 feet; thence South 02 degrees 49 minutes 53 seconds West 173.00 feet; thence South 88 degrees 31 minutes 24 seconds East 360.00 feet; thence South 02 degrees 49 minutes 53 seconds West 32.00 feet; thence South 88 degrees 31 minutes 24 seconds East 255.00 feet to a point on the Westerly right of way line of Buchanan Street; thence along Westerly right of way South 02 degrees 49 minutes 53 seconds West 255.12 feet to the point of beginning, being Tract 2 of Survey recorded July 2, 2007, in Book 403D at page 2.

*More commonly known as 1651 N. Buchanan Street, Moberly, Missouri, 65270.*

A tract of land situated in the Southwest Quarter of the Southeast Quarter of Section 26, Township 54 North, Range 14 West in Moberly, Randolph County, Missouri, and being more particularly described as follows:

Commencing at the South Quarter point of said Section 26; thence along the section line South 88 degrees 34 minutes 13 seconds East 1269.83 feet to a point on the West line Of Buchanan Street; thence leaving the last described line, along said West line of Buchanan Street North 2 degrees 49 minutes 53 seconds East 465.61 feet to the Point of Beginning of the description herein, to wit; Thence leaving the last described line North 88 degrees 31 minutes 24 seconds West 255.00 feet; thence North 2 degrees 49 minutes 53 seconds East 32.00 feet; thence North 88 degrees 31 minutes 24 seconds West 360.00 feet; thence North 2 degree 49 minutes 53 seconds East 173.00 feet; thence South 88 degrees 31 minutes 24 seconds East 615.00 feet to a point on the West line of Buchanan Street; thence along said line South 2 degrees 49 minutes 53 seconds West 205.00 feet to the point of beginning.

*More commonly known as 1663 N. Buchanan Street, Moberly, Missouri, 65270.*



EXHIBIT 2

## Exhibit 2 City of Moberly

#5.

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

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

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

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

The project shall include the following:

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

Restoration work. (soil/pavement)

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

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

Quantities may vary based on site conditions.

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

Proof of liability and workers compensation insurance will be required.

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

Total Bid Price

57,450<sup>00</sup>

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

Signature Norman Boone

Printed Name Norman Boone

Date 10-24-2019

# City of Moberly City Council Agenda Summary

Agenda Number: \_\_\_\_\_ #6.  
 Department: Police  
 Date: December 2, 2019

**Agenda Item:** A Resolution Authorizing The City Manager Of The City Of Moberly, Missouri And The Chief Of Police To Execute A Cooperative Agreement With The Housing Authority Of The City Of Moberly, Missouri.

**Summary:** If approved the City of Moberly would enter into an agreement with the Moberly Housing Authority for the community police officer for another year, and provide funding toward the officers salary in the amount of 15,000 dollars. This is a renewal of the community police officer agreement between the City of Moberly Police and the Moberly Housing Authority.

**Recommended**

**Action:** Approve this resolution

**Fund Name:**

**Account Number:**

**Available Budget \$:**

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



**BILL NO:** \_\_\_\_\_

**RESOLUTION NO:** \_\_\_\_\_

**A RESOLUTION AUTHORIZING THE CITY MANAGER OF THE CITY OF MOBERLY, MISSOURI AND THE CHIEF OF POLICE TO EXECUTE A COOPERATIVE AGREEMENT WITH THE HOUSING AUTHORITY OF THE CITY OF MOBERLY, MISSOURI.**

**WHEREAS**, the Housing Authority of the City of Moberly, Missouri is desirous of obtaining police services in addition to normal police operations of the Moberly Police Department; and

**WHEREAS**, the City of Moberly and the Moberly Police Department are able and willing to provide the additional police services requested by the Housing Authority; and

**WHEREAS**, attached hereto is an Agreement between the City of Moberly and the Housing Authority of the City of Moberly, Missouri which provides for additional police services for residents of Allendale Manor, Countryview Garden Apartments, Moberly Towers and L. W. Case Apartments from December 1, 2019 through November 30, 2020 for the sum of \$15,000.

**NOW, THEREFORE**, the City of Moberly agrees to the terms of the attached Agreement and hereby authorizes the City Manager and the Chief of Police of the City of Moberly to execute the same.

**RESOLVED** this 2nd day of December, 2019, by the Council of the City of Moberly, Missouri.

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

**ATTEST:**

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

**HOUSING AUTHORITY OF THE CITY OF MOBERLY, MISSOURI  
CONTRACT FOR ADDITIONAL POLICING SERVICES**

This contract made and entered into by and between the Housing Authority of the City of Moberly, Missouri (hereinafter called the "Authority") and the City of Moberly, Missouri (hereinafter called the "City") is for the provision of specific police services associated with the Authority's security programs.

WHEREAS, the Authority desires to contract with the City for additional police services to create a drug-free and crime-free environment and to provide for the safety and protection of the residents in Allendale Manor, Countryview Garden Apartments, Moberly Towers and L.W. Case Apartments; and

WHEREAS, the City by and through its police department desires to assist in the effort by providing effective police services at all Authority properties.

NOW, THEREFORE, the Authority and the City agree to adhere to the terms as follows.

**ARTICLE I  
Scope of Services**

**SECTION 1. SERVICES PROVIDED BY THE CITY**

The City agrees that the services rendered by the Assigned Personnel (police and civilian) under this Contract are in addition to baseline police services. The City agrees that it will not reduce its current level of police services to the developments, particularly in the areas of community policing, patrol, criminal investigations, records, dispatch and special operations. The manner and method of performance of services is specified in Article IV, Plan of Operations. The duties and extent of services of the Assigned Personnel shall include, but shall not be limited to:

- A. The City, by and through its police department, will provide a minimum of one police officer to perform specialized patrols to enforce all local, state and federal laws and as well all Authority rules specified in this Contract. Sworn officers shall at all times remain part of, subject to and in direct relationship with the police department's chain of command and under police department rules, regulations and standard operating procedures.
- B. The City agrees to assign police officers to targeted areas during specific periods of time identified by the Authority and agreed upon by the City as high crime or high workload periods (directed patrol), such as 6:00 PM to 2:00 AM in certain areas, to maintain a police patrol presence.
- C. The City agrees that the police department will employ a community-policing concept and that the police department's Crime Prevention Unit (or other unit whose primary responsibility is to develop and maintain communications with residents) will assist in developing or enhancing crime prevention programs in the Authority's communities.
- D. The City agrees to collect and provide workload data in the developments.
- E. It is further agreed that to the extent necessary, the Assigned Personnel will appear as witnesses in the Authority's administrative grievance procedures, civil dispossessory hearings or other civil or court proceedings where the issue includes criminal or quasi-criminal conduct in or near the Authority's property and or developments involving any resident, member of a resident's household or any guest or guests of a resident or household member.
- F. Without limiting any of the foregoing, the City agrees that with respect to the services to be performed by any police personnel in accordance with this Contract, the appropriate police department Patrol Commander or Supervisor will meet with resident leadership and management representatives of the Authority on a routine basis for the purposes of reviewing the enforcement and prevention efforts and planning for future changes or modifications anticipated by this Contract. These meetings shall occur at least quarterly.
- G. The City agrees that a policy manual exists to regulate police officer's conduct and activities; all police officers have been provided a copy of the policy manual; the department has a signed receipt from each officer that he/she has received and understands the contents of the manual; and personnel have been trained on the regulations and orders within the manual.
- H. The City agrees that it will provide the Assigned Personnel with such basic equipment as may be necessary and reasonable in order to allow the police officers to carry out the duties anticipated under this Contract.
- I. The police department will provide, at a minimum sixteen (16) hours of training on community relations and interpersonal communication skills.
- J. The police department shall designate an officer as the Administrative Liaison Officer, who will work in concert with the Authority's Executive Director or that official's designate. The Administrative Liaison Officer will perform the following duties:
  1. Coordinate the dissemination and processing of police and security reports, provide supervisory assistance and coordinate in resolving problems or in carrying out the provisions of this
  2. Establish and maintain an ongoing line of communication with the Commanders and other police personnel.



3. Prepare quarterly progress reports and evaluations of services requested and provided under this Contract for review by the Executive Director, the Police Chief, appropriate Deputy Chiefs and Beat/Zone Commanders and identified community representatives; and political leadership, e.g. mayor and council members.
4. Initiate and monitor ongoing lines of communication with resident leaders to effectively employ the community policing concept and to address in a timely manner concerns raised by community leaders.
5. Coordinate security workshops and training seminars for identified residents.
6. Assist or advise the planning and implementation of other grant-funded security programs within the Authority; and
7. Establish a clearly defined process for reporting non-emergency criminal activities.

The prorated costs for these services shall be borne by the Authority.

- K. In the event that a Housing Authority provides its own police/security services, the City shall provide the dispatch function for Housing Authority Police patrol units. The Housing Authority will provide specifications of the performance requirements to meet the communications needs.
- L. The City will at all times provide supervision, control and direction of work activities and assignments of police personnel, including disciplinary actions. It is expressly understood that the police department shall be responsible for the compensation of the officers and all employee's benefits, as well as any injury to officers, their property or the City's property while on the Authority's property.
- M. The Assigned Personnel shall possess and maintain POST Certification.

## SECTION 2. SERVICES PROVIDED BY THE AUTHORITY

- A. The Authority will provide training of residents, Authority on-site management staff and the Assigned Personnel with workshops on community policing and crime prevention issues associated with housing developments when monies are available. This shall include, but not be limited to, training in the following:
  1. Crime prevention and security responsibilities.
  2. Community organization/mobilization against the causes and precursors to crime.
  3. Drug awareness and control.
  4. Orientation and familiarization with the public housing communities for the assigned officers.
  5. Orientation to the lease contract and lease compliance enforcement procedures and policies.
- B. The Authority will provide the following in-kind accommodations, services and equipment:
  1. Accommodations – The Authority will provide suitable space to be used as a satellite office at each site targeted for additional police services.
  2. Services – Each satellite office will be supplied with utilities (water, heat and electricity) and routine and extraordinary maintenance by personnel of the Authority.
  3. Equipment – Each satellite office is to be supplied with any other additional equipment mutually agreed upon in connection with the performance of this Contract.
  4. Modification/Damage – The Authority will make reasonable modifications, including minor structural, electrical and mechanical changes to the accommodations provided in order to meet the City's operational needs. Any damage to the unit or equipment provided by the Authority for the City employees, which the Authority determines to be above the normal wear for the item or accommodation, shall be repaired or replaced by the City at the discretion of the Authority.
- C. The Authority shall reserve the right to reasonably request the police department to replace any Assigned Personnel for the following reasons:
  1. Neglect or non-performance of duties.
  2. Disorderly conduct, use of abusive or offensive language or fighting. Inadequate punctuality or attendance.
  3. Criminal action.
  4. Selling, consuming, possessing or being under the influence of intoxicants, including alcohol or illegal substances while on assignment to the Authority.
  5. Substantial complaints from residents or management.

The Authority shall provide a written enumeration of the reasons for the request for replacement of the Assigned Personnel, including documentation and witnesses to the alleged behaviors.
- D. The Authority will provide the City with a Police Activity Form(s) for assigned officers to complete. These forms are not to replace police reports utilized by the City.
- E. The Authority will provide the City with the applicable Authority rules and regulations for compliance with this Contract.
- F. The Authority will work with the police department to subsidize housing or rent cost for volunteer police officers to reside in housing developments selected by the Authority when economically feasible for the Authority and does not violate federal or state laws or regulations.

### Enforcement of Rules and Regulations

- A. The City, through its police officers, is hereby empowered to enforce the following Authority rules and regulations:
1. Unauthorized visitors in unoccupied structures of the Authority shall be removed.
  2. Unauthorized visitors creating disturbance or otherwise interfering with the peaceful enjoyment of lessees on Authority property shall be removed.
  3. Unauthorized visitors destroying, defacing or removing Authority property shall be removed and/or criminal enforcement actions shall be taken.

With regard to the foregoing rules and regulations, the City's police officers are hereby authorized to give criminal trespass warnings to any persons found in violation of said rules or regulations, i.e. to give notice to any violators that their entry on the property or premises is forbidden and to arrest or cause the arrest and prosecution of any violators, when appropriate.

- B. The City, through its police officers, is hereby empowered to enforce the following Authority rule or regulation:
1. The tenant and any visitors to Authority property and premises shall refrain from, and shall cause their households to refrain from parking vehicles in any area other than parking areas designated by Authority management.
  2. With regard to the foregoing rule or regulation, the City's police officers are hereby authorized to have removed any and all vehicles found parked in violation of said rule or regulation, pursuant to established City procedure for impounding vehicles.
- C. The City, through its police officers, is hereby empowered to enforce such additional Authority rules and regulations and perform such other duties as shall be specified in any addenda attached hereto or incorporated herein now or in the future.
- D. Nothing herein contained shall be construed as permitting or authorizing police officers to use any method or to act in any manner in violation of law or of their sworn obligation as police officers.

### ARTICLE III

#### Communications, Reporting and Evaluation

##### A. Communications

###### 1. Access to information

The City agrees that the Authority will have unrestricted access to all public information which in any way deals with criminal activity in any of the Authority's communities. It is further agreed that the City police department will provide to the Authority copies of such incident reports, arrest reports or other public documents, which document or substantiate actual or potential information will be provided at no cost by the City police department on a regular basis in accordance with specific procedures that have been or will be established.

##### B. Reporting

###### 1. Forms

The police department will require all Assigned Personnel to complete a daily log provided by the Authority at the conclusion of each shift and forward the original report to the Authority's designee. This report will include, but not be limited to, data as follows:

- a. Hours worked: foot, bicycle, motorized, other
- b. Calls/requests for service
- c. Referrals to City, Authority or other agencies
- d. Suspicious persons – name and description
- e. Vehicles abandoned, towed or stolen
- f. Drug paraphernalia confiscated or found
- g. Arrests or citations of both residents and outsiders to include age, sex and ethnicity
- h. Property recovered or stolen
- i. Counseling of residents or visitors
- j. Broken lights, sidewalks, property damage, security issues
- k. Graffiti
- l. Conflict resolutions; e.g. resolved apparent or actual conflict between two or more people
- m. Vehicle license number of suspicious persons
- n. Weapons seized or violations

###### 2. Media Coordination

The police department will relay to the Executive Director or designee information related to any major crime or incident that occurs on Authority property, preferably before the media is informed, or as soon as possible.

##### C. Evaluation

The City and the Authority agree that any evaluation shall include

1. Hours worked by police officers for:
  - a. Foot patrol
  - b. Bicycle patrol



- c. Motorized patrol
- d. Other (tactical)
- 2. Comparison of crime and workload in the targeted communities.
- 3. Arrests (to include drug violations)
- 4. Vehicles towed
- 5. Positive contacts
- 6. Referrals
- 7. Trespassers removed
- 8. All UCR or MIBRS Reports
- 9. Calls for service
- 10. Weapons seized
- 11. Property stolen/recovered
- 12. Community feedback

It is further agreed that the City will provide comparable crime information for the city as a whole to facilitate the evaluation to include what proportion of activities city-wide occur on Authority property.

ARTICLE IV  
Plan of Operations

- A. The City and the Authority shall prepare a detailed plan of operations for use in eliminating drug-related crime. The purpose of the plan is to specify the manner and method of performance by which each of the services identified is to be administered. The plan of operations will minimally specify the following:
  - 1. Service goals and minimum performance criteria (e.g. a definition of what is to be achieved and the expected benefits or outcomes that will be derived)
  - 2. Staffing levels
  - 3. Responsibilities of key personnel
  - 4. Organization and resources, to include personnel, equipment, in-kind support, etc.
  - 5. Hours of operation, to encompass schedules of major tasks and activities
  - 6. Community interface to evidence the methodology by which resident involvement will be gained and maintained during the term of this Contract
- B. The plan of operations will be prepared for review and acceptance within thirty (30) days from the date of execution of this Contract by both parties and will be used upon each contract renewal and can be revised at any time. It is understood that the Authority may request reasonable modification to the initial plan of operations, as it deems appropriate. The Authority must approve the plan changes in order for payment to begin.
- C. If during the term of the Contract either party desires to amend the scope of the plan of operations, either party may request such an amendment via written notification. The Executive Director of the Authority and/or the Chief of Police shall provide final determinations regarding the establishment of an amendment to the plan operations.

ARTICLE V  
Term of Contract

The term of this Contract shall be for 1 (one) year beginning on the first day of December, 2019 and ending on November 30, 2020.

ARTICLE VI  
Compensation to the City

- A. All compensation to the City will be made on a cost reimbursement basis. The Authority will reimburse the City for services specified in this Contract in a total amount not to exceed Twenty Thousand (\$20,000.00) in the following expense categories:
 

<u>Expense Category</u>	<u>Amount</u>
Assigned Personnel Salaries and Fringe Benefits	\$15,000
Administrative Liaison Officer Prorated Salary and Benefits	\$0
Communications/other miscellaneous expenses/equipment	\$0
- B. The Authority shall reimburse the police department on a monthly basis, upon receipt of performance of the proposed services and evidence of authorized expenditures.
- C. The percent of overtime authorized under this contract for court appearances or other hearing is none.
- D. If there is a need for overtime, the City may request and the Executive Director will be the approving official. The City shall provide the following documentation in requesting reimbursement for approved overtime:
  - 1. Copies of Certified Payroll Time Reports documenting names of personnel worked, hours worked, supervisory approval and supervisory verification of the necessity for any overtime worked.

- 2. Copies of receipts for other allowable communications and other miscellaneous expenses shall be subject to pre-approval and shall be accompanied at the time of reimbursement request by a brief explanation of the expense incurred.
- E. All requests for reimbursement are subject to the approval of the Executive Director or that designee and the Authority shall thereafter make payment of the approved amount within thirty (30) days of receipt of the request for reimbursement.

ARTICLE VII  
Termination

- A. The Authority may terminate this Contract upon the provision of thirty (30) days written notice to the City. Such notice shall be delivered by certified mail, return receipt requested to the address specified in Article VIII.
- B. The City may terminate this Contract upon the provision of thirty (30) days written notice to the Authority. Such notice shall be delivered by certified mail, return receipt requested to the address specified in Article VIII.

ARTICLE VIII  
Notices

Any notices required pursuant to the terms of this Contract shall be sent by certified mail to the principal place of business of each of the parties hereto, as specified below:

Authority:	Moberly Housing Authority	City:	CITY OF MOBERLY, MISSOURI
	P O BOX 159		101 WEST REED
	MOBERLY, MISSOURI 65270		MOBERLY, MISSOURI 65270

ARTICLE IX  
Construction of Laws

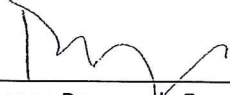
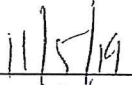
This Contract is made and entered into in the City of Moberly, County of Randolph, Missouri. Any and all questions of law arising hereunder shall be construed in accordance with the laws of the State of Missouri.

ARTICLE X  
Entire Contract

The Contract shall consist of the following component parts:

- a) This Contract
- b) Any subsequent addenda agreed to by both parties

ATTEST:

	
_____ Donna Dunwoody Executive Director	_____ Date
HOUSING AUTHORITY OF THE CITY OF MOBERLY, MISSOURI	

APPROVED AS TO FORM:

\_\_\_\_\_  
Troy Link, Chief of Police  
CITY OF MOBERLY, MISSOURI

Date

\_\_\_\_\_  
Brian Crane City Manager  
CITY OF MOBERLY, MISSOURI

Date

Revised October 11, 2017 dsd

# City of Moberly City Council Agenda Summary

Agenda Number: \_\_\_\_\_ #7.  
 Department: Public Utilities  
 Date: December 2, 2019

**Agenda Item:** A Resolution Authorizing The City Manager To Purchase A Kubota Kx057 Excavator

**Summary:** The Public Utilities Department has found that it is necessary to perform more and more repairs and replacement of sewer and water mains. As part of this work, staff are utilizing the mini-excavator more due to the ease of operation especially in tight places. It is not uncommon to have several excavation sites going on at one time. The State bid has a unit that meets our need at a cost much less than was budgeted in the approved Utilities' CIP budget. Due to the need to focus on reducing expenditures, the Utilities Department and the Public Works Department are working together to purchase a ditch blade, allowing for Public Works to utilize one of Utilities' units for ditch cleaning. The Utilities Department will forego purchase of the dump truck at this time, (also approved in the CIP budget.)

**Recommended**

**Action:** Approve this resolution.

**Fund Name:** Capital Improvement Plan

**Account Number:** 301.112.5502

**Available Budget \$:** \$225,038

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

**BILL NO:** \_\_\_\_\_

**RESOLUTION NO:** \_\_\_\_\_

**A RESOLUTION AUTHORIZING THE CITY MANAGER TO PURCHASE A KUBOTA KX057 EXCAVATOR.**

**WHEREAS**, the Moberly Utilities Department is in need of a mini-excavator for sewer and water main repair and replacement; and

**WHEREAS**, the State of Missouri has negotiated a purchase price for such a vehicle which is available to the city from Crown Power Equipment in Columbia, Missouri and which pursuant to Sec. 2-435 (4) is a cooperative purchasing exception to the city’s purchasing rules; and

**WHEREAS**, the quoted discounted price for a Kubota KX057 with related equipment is \$73,760.00.

**NOW, THEREFORE**, the Moberly, Missouri, City Council hereby authorizes the City Manager to purchase a Kubota KX057 from Crown Power Equipment for \$73,760.00.

**RESOLVED** this 2nd day of December, 2019, by the Council of the City of Moberly, Missouri.

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

**ATTEST:**

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





# City of Moberly City Council Agenda Summary

Agenda Number: \_\_\_\_\_ #8.  
 Department: Public Utilities  
 Date: December 2, 2019

**Agenda Item:** A Resolution Authorizing The City Manager To Purchase A Pump And Impellers For Sewer Lift Stations.

**Summary:** The sewer lift station on North Morley recently experienced problems causing the replacement of a motor when the existing motor burned up. The repair shop deemed it beyond repair. A new motor was ordered. This is a sole source item, due to the need to match the pump shaft and impeller and proprietary regional distributorships. The replacement motor was ordered from Hydrokinetics. The cost for the new motor is \$16,800. City staff removed the damaged motor and will replace the new motor when it arrives.

The sewer lift station on 7 Bridges Road, during the annual inspection and maintenance of the pumps, found that all three pumps had cracked impellers. One was so severely damaged that the pump had to be removed from service until the new impeller can be installed. These parts are also sole source and proprietary, and the parts were ordered from Vandevanter Engineering. The cost of the parts is approximately \$25,000, not including the cost for installation.

**Recommended**

**Action:** Approve this resolution.

**Fund Name:** Lift Stations and Lagoon Maintenance

**Account Number:** 301.114.5304

**Available Budget \$:** \$58,916.07

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

**BILL NO:** \_\_\_\_\_

**RESOLUTION NO:** \_\_\_\_\_

**A RESOLUTION AUTHORIZING THE CITY MANAGER TO PURCHASE A PUMP AND IMPELLERS FOR SEWER LIFT STATIONS.**

**WHEREAS**, a pump was taken out of service at the North Morley sewer lift station and 3 impellers were taken out of service at the 7 Bridges Road sewer lift station; and

**WHEREAS**, the replacement pump and replacement impellers are Single-Source items which do not require the city to follow its purchasing policy before purchasing; and

**WHEREAS**, the Hydro-Kinetics Corporation provided a Fairbanks Pump for the North Morley sewer lift station at a cost of \$16,800 and Vandevanter Engineering provided three impellers and associated hardware for the 7 Bridges Road sewer lift station at a cost of \$23,998.

**NOW, THEREFORE**, the Moberly, Missouri, City Council hereby approves the purchase of the Fairbanks Pump and the three impellers and associated hardware at a total cost of \$30,798.00.

**RESOLVED** this 2nd day of December, 2019, by the Council of the City of Moberly, Missouri.

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

**ATTEST:**

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



**Proposal No. OP-495139  
October 18<sup>th</sup>, 2019**

**TO:** City of Moberly  
**PROJECT:** Seven Bridges Lift Station Impellers  
**ATTN:** Ben Riles

We are pleased to provide the following equipment quotation for the replacement of the impellers out at Seven Bridges Lift Station. While out doing maintenance we found that the impellers in the pumps are all damaged due to rocks/gravel in the wet well. One of the pumps is severely damaged the other two are worn as well. See maintenance report and explanation from tech. Below price is per pump.

**Parts Price per pump Flygt 3301:**

- THREE (3) IMPELLER,N HT CODE 464 HC (Hard Iron)
- THREE (3) SCREW,ALLEN M16 X 120 SS
- THREE (3) SLEEVE UNIT

ONE (1) LOT of labor for 2 Service techs to install above impeller, and impeller sleeve in the field. Includes mileage to and from St. Louis along with labor

Note: Currently no impellers are in the US, they will have to be shipped from Sweden.

**TOTAL ESTIMATED PRICE FOR ALL LISTED ABOVE..... \$23,998.00**

**Replacement Pump (2020 Pricing)**

ONE (1) Flygt NP 3301 Submersible pump with hard iron 464 impeller. This pump to feature a 85 HP, 3 Phase, 460 motor. Also included is 50 feet of power cable, and a floatation leakage sensor (FLS). Volute to have X" Discharge.

**TOTAL ESTIMATED PRICE FOR ALL LISTED ABOVE..... \$57,761.00**

**F.O.B. – Factory Freight is not included.**

**\*Anything not specifically listed to be assumed by other.**





Sincerely,  
VANDEVANTER ENGINEERING CO.

*Ben Azerolo*

Ben Azerolo  
Aftermarket Sales & Service Representative

**ACCEPTED THIS DATE:**

**BY:**

**COMPANY:**

**TITLE:**

**STANDARD TERMS AND CONDITIONS**

Price is FOB factory. Price does not include any freight charges. Price does not include any applicable duties or sales tax, use tax, excise tax, value-added or other similar taxes that may apply to this equipment and/or project. Unless specifically stated, price does not include manual or automatic controls, starters, protective or signal devices, wiring, anchor bolts, gauges, vibration isolation devices, installation, startup or testing.

If the price is included in a proposal, the price is firm for receipt of an order within 30 days of the date shown on the proposal. Any additional terms and conditions included in the proposal are specifically included in these terms and conditions.

Payment is due upon receipt of the invoice. An interest charge of 1-1/2% per month will be added to past due balances. Retainage of any invoiced amount is unacceptable unless specifically agreed to by Company at the time of order, and shall in no case exceed a period of 120 days. If payments are not timely received by Company, and this account is turned over to an attorney for collections, Customer agrees to pay all reasonable costs and attorney fees incurred in collection of the past due amounts.

Payment of "commercial transaction" invoices by credit card will be charged a fee based upon Cogent's average discount rate for credit card transactions for the prior calendar year. This fee will change annually and is currently 2.55%.

All equipment either rented from or through Company is subject to all of the terms and conditions listed on the back of the rental contract. Pricing does not include any overtime running of power equipment.

In no event shall Company's obligations and liabilities under this Agreement include any direct, indirect, punitive, special, incidental or consequential damages or losses that Customer may suffer or incur in connection with this sale, service or rental, including, but not limited to, loss of revenue or profits, damages or losses as a result of Customer's inability to operate, perform its obligations to third persons or injuries to goodwill; nor shall Company's liability extend to damages or losses Customer may suffer or incur as a result of such claims, suits or other proceedings made or instituted against Customer by third parties. Customer remises, releases and discharges Company from any and all liability or damages which might be caused by failure to deliver any equipment within the agreed time by Company.

Customer shall be responsible for determining the good operating condition of all materials and equipment prior to accepting the materials and equipment. NO WARRANTY OR GUARANTEE, EXPRESS OR IMPLIED, INCLUDING ANY WARRANTY AS TO MERCHANTABILITY OR FITNESS FOR ANY PARTICULAR PURPOSE IS MADE UNLESS THE SAME IS

SPECIFICALLY SET FORTH IN WRITING AND ACCEPTED IN WRITING BY COMPANY, BUT IN SUCH CASE THE WARRANTY OR GUARANTEE IS LIMITED AS ABOVE PROVIDED. Notwithstanding the foregoing, Company will pass through to the Customer any warranty provided by the manufacturer of any equipment supplied by Company.

Customer covenants and agrees to defend, indemnify and hold Company harmless from any claims, damages or liability arising out of the use, maintenance or delivery of the equipment or materials purchased or rented hereunder. Customer shall further defend, indemnify and hold Company harmless from any and all damages to third persons or to property caused by Customer's use or possession of the equipment or materials, to the fullest extent allowable by law.

In connection with a proposal, if Customer has any further questions or comments regarding the proposal, please feel free to contact Company. If the proposal meets with Customer's approval, please sign, date and mail or fax a copy of the proposal back to Company's office, and the identified equipment will be ordered and/or scheduled for delivery.

This agreement shall be governed by the laws of the state where the Company's branch office is located from which the equipment is rented or purchased. Customer further agrees that venue and jurisdiction shall be appropriate in the county in which Company's branch office is located from which the equipment was rented or purchased. Any provisions hereof which may prove unenforceable under any law shall not affect the validity of any other provision hereof.

Revised February 2019



# HYDRO-KINETICS CORPORATION

5741 MANCHESTER AVE. ST. LOUIS, MISSOURI 63110 \* (314)-647-6104 \* FAX (314)-645-1861

## PROPOSAL # 19-E5731

THIS PROPOSAL NUMBER SHOULD BE INCLUDED ON ALL  
CORRESPONDENCE OR PURCHASE ORDERS PERTAINING TO THIS PROJECT

TO: Ben Riles

DATE: October 16, 2019  
TERMS: 100% NET 30,  
SUBJECT TO CREDIT APPROVAL,  
F.O.B. Factory, Freight Prepay and Add

Listed Prices are valid for 30 Days

**JOB: Moberly, MO – Replacement Fairbanks Pump**

Hydro-Kinetics is pleased to offer the following proposal for the above reference equipment:

### Replacement Fairbanks Pump

- Qty (1) 5" Model D5433WD – Exact Dimensional and Hydraulic Duplicate to 953029
  - o Rated Flow: 500gpm @ 61' TDH
  - o Clockwise Rotation
  - o Continuous Duty in Air
  - o 1800 rpm, 25 Hp, 460V/3ph/60Hz Explosion Proof Motor
  - o 50 total control cable
  - o Inner and Outer mechanical seals
  - o Standard Fitted Internal Materials of Construction
  - o Bladeless Impeller

**Total Price: \$16,800.00 + freight**

#### NOTES:

- 1) Freight is F.O.B. Factory. All unloading and proper storage is the responsibility of others.
- 2) Estimated equipment schedule:  
14 weeks ARO
- 3) All setting of the above quoted equipment, external piping or conduit, valves, wire, power, electrical interconnections, concrete support pads, junction boxes, disconnects are all by others.
- 4) Hydro-Kinetics does not collect taxes in the State of IL, all State, local and Federal taxes are not included, and any associated payments shall be made by the purchaser. If the purchaser is tax exempt all payments must include a current and valid tax-exempt certificate.
- 5) Price does not include:
  - Field Services of any type
  - Mechanical and electrical installation
  - Mounting of control panels.
  - Final termination of wiring.
  - Mounting brackets or other installation hardware not listed above.
  - Field mounted hardware such as conduits, wiring, junction boxes, external lightning arrestors,



- disconnect switches, external selector switches, etc., not listed above.
- Hoses, Pipe, fitting, valves, nuts, bolts, supports, or gaskets of any type
- Junction boxes.
- Conduit, wire channels, disconnects, or safety switches of any type.
- Locks of any type.
- Primary electrical service of any type
- Any Federal, State, or Local taxes of any type, (payment of any associated taxes is the responsibility of the purchaser).

- 6) This quotation includes only equipment specifically mentioned herein and does not include, or infer inclusion of, any additional equipment, piping, valves, wiring, services, etc., regardless of its relation to the quoted equipment.
- 7) Hydro-Kinetics Corporation shall not, in any event, be liable for indirect, special, consequential or liquidated damages or penalties, whether based upon contract, warranty, tort or negligence, and accepts no responsibility for the warranty and/or fitness of any existing equipment.
- 8) Terms: All orders are subject to acceptance by Hydro-Kinetics Corporation and 100% Net due with purchase. Hydro-Kinetics does not allow retainage. These terms are independent of, and are not contingent upon other terms and conditions, the time or manner in which purchaser may receive payment from others or when the equipment is installed after receipt.
- 9) Hydro-Kinetics accepts credit card purchases. Any associated transaction charges will be included in the processing of the payments.

I appreciate the opportunity to provide a quote for the above equipment. If you have any questions or need any additional information, please feel free to contact my office at (314)-647-6104 or by FAX (314)-645-1861.

Very truly yours,

*Mike Castner*

HYDRO-KINETICS CORPORATION

By: Mike Castner

.....  
 To purchase this equipment, please sign the space below and return the original to Hydro-Kinetics Corporation at 5741 Manchester Ave. St. Louis, MO 63110.  
 .....

ACCEPTED this 18th day of October, 2019,

By: Mary E. Calcagno  
 (NAME OF PURCHASER)

By: Mary E. Calcagno : Director of Public Utilities  
 (AUTHORIZED SIGNATURE) (TITLE)

**Inter-Office Memorandum**

**To:** City Council  
**Cc:** Brian Crane, City Manager; Greg Hodge, Finance Director  
**From:** Mary West-Calcagno, Director of Public Utilities  
**Re:** Emergency Purchase of Pump Parts for N. Morley and 7 Bridges Road Lift Stations  
**Date:** October 31, 2019

During a routine annual inspection of pumps at the 7 Bridges Lift Station impellers on all three pumps were found to have sustained cracks in the impellers in the pumps. One impeller was damaged enough that the pump has been taken out of service. Due to the critical function of this lift station since it pumps nearly one-half of the wastewater for the City, parts were ordered immediately. This is a sole source purchase based on the territorial agreement for Flygt pumps through Vandevanter Engineering. The City has on file the sole source designation from the company for our files. The amount of this purchase is approximately \$25,000, not including the labor to install the parts when they arrive. The service technicians will also be installing pressure gauges on the discharge piping from the pumps to determine why all three impellers failed at the same time. All pumps were pulled and inspected last year, and no problems were found at that time. City staff are unable to perform this work due to the close tolerances required for adjusting the impeller and wear rings in the pump for continued optimum performance. The cost of one new pump and motor for this lift station is approximately \$46,000.

Additionally, one of the pumps at the North Morley Street Lift Station failed. The motor burned up and was taken to Hauser Electric for repair. They inspected the motor and deemed it too damaged to repair. A replacement motor was ordered from Hydrokinetics, who is the sole source distributor for Fairbanks Morse. A sole source documentation letter from them is also on file. The cost for the replacement motor is \$16,800. City staff removed the damaged motor and will reinstall the new motor once it arrives. This work will save approximately \$8,000 over having an outside vendor perform the change-out.

# City of Moberly City Council Agenda Summary

Agenda Number: \_\_\_\_\_ #9.  
Department: Finance  
Date: December 2, 2019

**Agenda Item:** A Resolution Adopting Health Contribution Rates And Health Insurance Plan Options For The City Of Moberly, Missouri Employees For The Year 2020.

**Summary:** After reviewing the current state of the city's health trust fund and available options, I wanted to provide the option for securing the health trust fund and providing the city employee a great benefit like we have always done at the City of Moberly. Below is the analysis for moving forward and the impact on the city finances as well as employees.

Currently the city has seen increased costs due to claims being higher than usual. This has caused a need to transfer roughly \$220,000 from various funds of the city into the health trust fund. Attached to this memo is the recommended transfers from these funds and the budget amendment to secure the health trust fund. This should give the health trust fund the needed funding to continue solvency.

As far as the 2020 renewal. City staff has met with a few different organizations to discuss options moving forward. We met with our current broker, USI, representatives from Valentine Insurance and PK Weis Insurance, and MIRMA which is a self-funded pool. We also met with representatives from MaxCare, and Sam's Health Mart. After meeting with the finance director and the human resources director we have concluded the best solution moving forward is to continue to be self-funded and provide a great benefit to our families, but with some tweaks and changes. Below is an outline of those options. We ask that the council adopt these recommendations and direct staff to move forward with these recommendations.

We had hope that the MIRMA option would provide a great option moving forward. Attached is the quote. While the rate for employees seems to be competitive, the family rates were extremely high.

PK Weis and Valentine Insurance provided a fully insured option through United Health Care. We currently use UMR who is the self-funded wing of United Health Care. While the rate is very fair, it seems to be an introductory rate which will undoubtedly increase drastically over the next few years. Attached is the rate quote and plan design which was presented to the city.

USI provided a self-funded option like our current plan and included analysis about a fully insured option through United Health Care which was very similar to the Valentine and PK Weis quote. After discussing the option, USI feels the fully insured rate is an introductory rate from United to get us to switch to a fully insured option only to increase the rate drastically in the future. United Health Care and USI make more money off the city if we are fully insured according to USI and United.

Now that we have reviewed the options, finances, and budget implications. We are recommending the following:

- Transfer \$220,000 from various line items in the currently operating budget to the Health Trust Fund.
- Transfer \$80,000 through employee and employer contributions from various line items in the currently operating budget to the Health Trust Fund.
- Continue relationship with USI on the self-funded plan.
- Stay with the UMR network and TPA.
- Stay with Optum for PBM.
- Stay with Sun Life for stop-loss coverage.
- Switch to Mutual of Omaha for ancillary services.
- Make base plan 147 deductible.

- Make buy up plan \$1,000 deductible.
- Maintain the employee contribution for health insurance at 100% for the base p
- Maintain the employer contribution for families for health insurance at roughly 55% for the base plan as detailed in chart of contribution rates.
- Increase the city contribution per employee from \$496.49 per employee to \$600 (17%) per employee, per month.
- Increase the cost for the family contribution equal to (17%) per family, per month.
- Continue to charge on a rising scale for additional dependents.
- Remove the ability for spouse of employees who has insurance through another employee to also be carried on the city's insurance

**Recommended**

**Action:** Approve this resolution.

**Fund Name:** N/A

**Account Number:** N/A

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

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



**BILL NO:** \_\_\_\_\_

**RESOLUTION NO:** \_\_\_\_\_

**A RESOLUTION ADOPTING HEALTH CONTRIBUTION RATES AND HEALTH INSURANCE PLAN OPTIONS FOR THE CITY OF MOBERLY, MISSOURI EMPLOYEES FOR THE YEAR 2020.**

**WHEREAS**, the City of Moberly, Missouri staff and elected officials have evaluated many options for providing health insurance benefits to its employees for the year 2020; and

**WHEREAS**, based upon this evaluation process it was determined that the health insurance contribution rates between the employee and the city will be set as described on the attached document entitled Health Contribution Rates; and

**WHEREAS**, further, based on this evaluation process it was determined to offer a Core Health Insurance Plan with a \$1,500.00 deductible and a Buy Up Plan with a \$1,000.00 deductible as described on the attached document entitled Plan Design Options; and

**WHEREAS**, the City Council has determined that these health insurance policies are of great benefit to the employees and their families.

**NOW, THEREFORE**, the Moberly, Missouri, City Council hereby adopts health insurance contribution rates and insurance plans as described herein for the year 2020 and further authorizes the City Manager or his designee(s) to take such actions as are necessary to present these plan options to the city employees.

**RESOLVED** this 2nd day of December, 2019, by the Council of the City of Moberly, Missouri.

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

**ATTEST:**

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

# City of Moberly

## Plan Design Options

January 01, 2020 Renewal



Plan Change	USI Estimated Book of Business Decrement	Claims by Plan	Estimated Claim Liability Savings	Percent Savings
<b>Core Plan (001) \$1000 Deductible Expected Claims (Current Plan Design)</b>		<b>\$1,189,252</b>		
\$1500 Ded; \$1750 OOP Max	0.9610	\$1,142,871	-\$46,381	-3.9%
\$1750 Ded; \$2000 OOP Max	0.9440	\$1,122,654	-\$66,598	-5.6%
\$2000 Ded; \$2250 OOP Max	0.9280	\$1,103,626	-\$85,626	-7.2%
\$2500 Ded; \$2750 OOP Max	0.8980	\$1,067,948	-\$121,304	-10.2%
<b>Buy Up Plan (002) \$500 Deductible Expected Claims (Current Plan Design)</b>		<b>\$135,246</b>		
\$1000 Ded; \$1750 OOP Max	0.9540	\$129,024	-\$6,221	-4.6%
\$1250 Ded; \$2000 OOP Max	0.9350	\$126,455	-\$8,791	-6.5%
\$1500 Ded; \$2250 OOP Max	0.9170	\$124,020	-\$11,225	-8.3%
\$2000 Ded; \$2750 OOP Max	0.8850	\$119,692	-\$15,553	-11.5%
<b>Combined Expected Claims (Current Plan Design)</b>		<b>\$1,324,498</b>		
\$2000 Ded; \$2250 OOP Max & \$1250 Ded; \$2000 OOP Max		\$1,230,080	-\$94,417	-7.1%

\* Claims by plan are based on rolling 12 data.

\* Savings are estimates based on USI's estimated decrement.

\* Savings are calculated using final 2019 enrollment. Actual savings will vary based on enrollment.

<b>Budget Year 2019-2020 Health Contribution Rates</b>			
<i>Employee monthly health rates</i>	City Contribution	Employee Contribution	Total
E+0	496.49	-	496.49
E+1	931.93	335.83	1,267.76
E+2	926.93	341.25	1,268.18
E+3	921.93	346.67	1,268.60
E+4	916.93	352.08	1,269.01
E+5	911.93	357.50	1,269.43
E+6	906.93	362.92	1,269.85
E+7	901.93	368.33	1,270.26
E+8	896.93	373.75	1,270.68

<b>Proposed Budget Year 2019-2020 Health Contribution Rates starting 1-1-2020</b>			
<i>Employee monthly health rates</i>	City Contribution	Employee Contribution	Total
E+0	600	-	600.00
E+1	1089.93	400.83	1,490.76
E+2	1084.93	406.25	1,491.18
E+3	1079.93	411.67	1,491.60
E+4	1074.93	417.08	1,492.01
E+5	1069.93	422.50	1,492.43
E+6	1064.93	427.92	1,492.85
E+7	1059.93	433.33	1,493.26
E+8	1054.93	438.75	1,493.68

<b>Proposed Budget Year 2019-2020 Health Buy-Up Plan Rates starting 1-1-2020</b>			
<i>Employee monthly health rates</i>	City Contribution	Employee Contribution	Total
E+0	600	62.00	662.00
E+1	1089.93	520.00	1,609.93
E+2	1084.93	525.42	1,610.35
E+3	1079.93	530.83	1,610.76
E+4	1074.93	536.25	1,611.18
E+5	1069.93	541.67	1,611.60
E+6	1064.93	547.08	1,612.01
E+7	1059.93	552.50	1,612.43
E+8	1054.93	557.92	1,612.85

# City of Moberly City Council Agenda Summary

Agenda Number: \_\_\_\_\_ #10.  
 Department: City Clerk  
 Date: December 2, 2019

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

**Summary:** The documents for the Appropriation Resolution will be presented at the Council meeting on Monday night.

**Recommended**

**Action:** Please approve this Resolution.

**Fund Name:** N/A

**Account Number:** N/A

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

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



**A RESOLUTION APPROPRIATING MONEY OUT OF THE TREASURY OF THE CITY OF MOBERLY, MISSOURI IN THE AMOUNT OF \$484,743.76.**

**WHEREAS**, the funds are to be disbursed as follows;

SECTION 1: There is hereby appropriated out of the **General Fund** of the Treasury of the City of Moberly, Missouri to pay expenses due December 2, 2019 in the amount of \$170,601.72.

SECTION 2: There is hereby appropriated out of the **Non-Resident Lodging Tax Fund** of the Treasury of the City of Moberly, Missouri to pay expenses due December 2, 2019 in the amount of \$7,500.00

SECTION 3: There is hereby appropriated out of the **Solid Waste Fund** of the Treasury of the City of Moberly, Missouri to pay expenses due December 2, 2019 in the amount of \$41,147.48.

SECTION 4: There is hereby appropriated out of the **Heritage Hills Golf Course Fund** of the Treasury of the City of Moberly, Missouri to pay expenses due December 2, 2019 in the amount of \$7,089.77.

SECTION 5: There is hereby appropriated out of the **Parks and Recreation Fund** of the Treasury of the City of Moberly, Missouri to pay expenses due December 2, 2019 in the amount of \$13,866.94.

SECTION 6: There is hereby appropriated out of the **Airport Fund** of the Treasury of the City of Moberly, Missouri to pay expenses due December 2, 2019 in the amount of \$22,205.71.

SECTION 7: There is hereby appropriated out of the **Utilities OP & Maintenance Fund** of the Treasury of the City of Moberly, Missouri to pay expenses due December 2, 2019 in the amount of \$51,943.38.

SECTION 8: There is hereby appropriated out of the **Utilities OP Reserve Fund** of the Treasury of the City of Moberly, Missouri to pay expenses due December 2, 2019 in the amount of \$9,400.79.

SECTION 9: There is hereby appropriated out of the **Capital Improvement Trust Fund** of the Treasury of the City of Moberly, Missouri to pay expenses due December 2, 2019 in the amount of \$14,587.64.

SECTION 10: There is hereby appropriated out of the **2004B SRF Bonds Debt Service Fund** of the Treasury of the City of Moberly, Missouri to pay expenses due December 2, 2019 in the amount of \$37,898.57.

SECTION 11: There is hereby appropriated out of the **2006A SRF Bonds Debt Service Fund** of the Treasury of the City of Moberly, Missouri to pay expenses due December 2, 2019 in the amount of \$26,842.53.

SECTION 12: There is hereby appropriated out of the **2004C SRF Bonds Debt Service Fund** of the Treasury of the City of Moberly, Missouri to pay expenses due December 2, 2019 in the amount of \$25,756.20.

SECTION 13: There is hereby appropriated out of the **2008A SRF Bonds Debt Service Fund** of the Treasury of the City of Moberly, Missouri to pay expenses due December 2, 2019 in the amount of \$37,395.85.

SECTION 14: There is hereby appropriated out of the **Emergency Telephone Fund** of the Treasury of the City of Moberly, Missouri to pay expenses due December 2, 2019 in the amount of \$6,503.26.

SECTION 15: There is hereby appropriated out of the **Transportation Trust Fund** of the Treasury of the City of Moberly, Missouri to pay expenses due December 2, 2019 in the amount of \$6,089.58.

SECTION 16: There is hereby appropriated out of the **Street Improvement Fund** of the Treasury of the City of Moberly, Missouri to pay expenses due December 2, 2019 in the amount of \$5,914.34.

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

**RESOLVED** this 2nd day of December 2019 by the Council of the City of Moberly, Missouri.

ATTEST:

\_\_\_\_\_  
Presiding Officer

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

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

*Lynny D. Hodge*  
\_\_\_\_\_  
City Treasurer, City of Moberly, Missouri

**EXPENSES PAID NOVEMBER 19, 2019 - DECEMBER 2, 2019 FOR THE  
FOLLOWING FUNDS ARE TO BE INCLUDED WITH THE  
DECEMBER 2, 2019 APPROPRIATION RESOLUTION TOTAL.**

General Fund	\$	170,601.72
Non-Resident Lodging Tax	\$	7,500.00
Solid Waste Fund	\$	41,147.48
Heritage Hills Golf Course Fund	\$	7,089.77
Parks and Recreation Fund	\$	13,866.94
Airport Fund	\$	22,205.71
Utilities OP & Maintenance Fund	\$	51,943.38
Utilities OP Reserve Fund	\$	9,400.79
Capital Improvement Trust Fund	\$	14,587.64
2004B SRF Bonds Debt. Service Fund	\$	37,898.57
2006A SRF Bonds Debt. Service Fund	\$	26,842.53
2004C Bonds Debt. Service Fund	\$	25,756.20
2008A Bonds Debt. Service Fund	\$	37,395.85
Emergency Telephone Fund	\$	6,503.26
Transportation Trust Fund	\$	6,089.58
Street Improvement Fund	\$	5,914.34
<b>Total</b>	<b>\$</b>	<b>484,743.76</b>

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

*Lynne d. Hodge*

\_\_\_\_\_  
City Treasurer, City of Moberly, Missouri

\_\_\_\_\_  
Date



#10.

BANK#	BANK NAME	CHECK#	DATE	ACCOUNT#	NAME	CHECK AMOUNT	CLEARED	MANUAL	VOID	REASON FOR VOID
24 DISBURSEMENTS										
81986	11/22/2019	17	AT&T	5001		1,054.10				
81987	11/22/2019	104	CARTER-WATERS			207.51				
81988	11/22/2019	2556	PETTY CASH			400.00				
81989	11/22/2019	1849	SPRINT			.00			VOID:	
81990	11/22/2019	1849	SPRINT			2,588.57				
81991	12/02/2019	2903	ABAN PEST CONTROL INC			240.00				
81992	12/02/2019	4693	ADVANCED TURF SOLUTIONS			22.95				
81993	12/02/2019	2813	AHRENS STEEL & WELDING			719.53				
81994	12/02/2019	5933	ALBERTS SHOE REPAIR			169.00				
81995	12/02/2019	5062	ALM ENVIRONMENTAL SERVICES CON			15,700.75				
81996	12/02/2019	1	ALTORFER INC			1,110.20				
81997	12/02/2019	790	ARISTA INFORMATION SYSTEMS INC			2,835.75				
81998	12/02/2019	13	ARROW ENERGY INC			21,077.06				
81999	12/02/2019	30	ARTDEP+BENTON			1,287.69				
82000	12/02/2019	17	AT&T	5001		5,145.34				
82001	12/02/2019	15	AUSTIN COFFEE SERVICE			290.15				
82002	12/02/2019	3625	BARR ENGINEERING COMPANY			10,120.64				
82003	12/02/2019	4729	BARTLETT & WEST			8,613.00				
82004	12/02/2019	5057	BOONE CONSULTING			3,248.00				
82005	12/02/2019	2885	BOTKINS TRUCKING LLC			4,590.00				
82006	12/02/2019	191	BROWNFIELD OIL CO INC			139.00				
82007	12/02/2019	424	BUTLER SUPPLY INC			24.81				
82008	12/02/2019	104	CARTER-WATERS			588.58				
82009	12/02/2019	3137	CINTAS CORPORATION #379			490.78				
82010	12/02/2019	653	COE EQUIPMENT			527.84				
82011	12/02/2019	3063	CONLEY FOREST DO			20.00				
82012	12/02/2019	1110	CONTROLLED AIRE LLC			120.60				
82013	12/02/2019	2645	CORE & MAIN LP			1,761.69				
82014	12/02/2019	3441	DON'S FAMILY STYLE BUFFET			1,690.00				
82015	12/02/2019	2806	DPC ENTERPRISES LP			819.00				
82016	12/02/2019	693	ED ROEHR SAFETY PRODUCTS INC			1,119.44				
82017	12/02/2019	3103	FASTENAL COMPANY			938.76				
82018	12/02/2019	699	FEDERAL EXPRESS			98.49				
82019	12/02/2019	1308	FEHLING SMALL ENGINE LLC			44.95				
82020	12/02/2019	3882	ED M FELD EQUIPMENT			2,058.60				
82021	12/02/2019	4369	FLYNN DRILLING COMPANY INC			5,679.83				
82022	12/02/2019	3859	FORREST KEELING NURSERY			279.00				
82023	12/02/2019	633	GALLAGHER & KAISER, LLP			4,675.00				
82024	12/02/2019	704	GALLS LLC			133.46				
82025	12/02/2019	3806	GFI DIGITAL INC			20.87				
82026	12/02/2019	5883	GREATLIFE KANSAS CITY LLC			6,866.00				
82027	12/02/2019	5883	GREATLIFE KANSAS CITY LLC			65.00				
82028	12/02/2019	4347	JOHN DEERE FINANCIAL			.00			VOID:	
82029	12/02/2019	4347	JOHN DEERE FINANCIAL			.00			VOID:	
82030	12/02/2019	4347	JOHN DEERE FINANCIAL			.00			VOID:	
82031	12/02/2019	4347	JOHN DEERE FINANCIAL			.00			VOID:	
82032	12/02/2019	4347	JOHN DEERE FINANCIAL			3,056.68				
82033	12/02/2019	910	JT HOLMAN CONSTRUCTION LLC			106,142.18				
82034	12/02/2019	4776	KNOT AS IT SEEMS FLOWERS & GIF			50.00				
82035	12/02/2019	5830	LANDIS+GYR TECHNOLOGY INC			2,549.74				
82036	12/02/2019	2964	LEES LAWN CARE & EQUIPMENT LLC			.00			VOID:	

**ACCOUNTS PAYABLE CHECK REGISTER**

#10.

BANK#	BANK NAME	CHECK#	DATE	ACCOUNT#	NAME	CHECK AMOUNT	CLEARED	MANUAL	VOID	REASON FOR VOID
82037	12/02/2019	2964	LEES LAWN CARE & EQUIPMENT LLC	664.20						
82038	12/02/2019	1381	LEON UNIFORM COMPANY	183.95						
82039	12/02/2019	5679	LEXON INSURANCE CO	41,116.00						
82040	12/02/2019	5614	MACQUEEN EMERGENCY GROUP	29.81						
82041	12/02/2019	4370	MARTIN ENERGY GROUP SERVICES L	579.77						
82042	12/02/2019	2220	MARTIN EQUIPMENT	392.35						
82043	12/02/2019	5611	MCCLURE ENGINEERING COMPANY	560.00						
82044	12/02/2019	1688	MFA OIL COMPANY	3,562.57						
82045	12/02/2019	1136	MFA PROPANE	470.09						
82046	12/02/2019	2889	MISSOURI DEPART OF CORRECT	840.00						
82047	12/02/2019	5181	MISSOURI MAIN STREET CONN	125.00						
82048	12/02/2019	193	MISSOURI RURAL WATER ASSOCIATI	1,400.00						
82049	12/02/2019	195	MISSOURI WATER & WASTEWATER CO	105.00						
82050	12/02/2019	5934	MO DEPT OF NATURAL RESOURCES	230.50						
82051	12/02/2019	2740	MOBERLY AREA CHAMBER OF COMMER	7,500.00						
82052	12/02/2019	271	MOBERLY FRIENDS OF THE PARK	400.00						
82053	12/02/2019	1921	MOBERLY LUMBER INC	155.41						
82054	12/02/2019	1935	MOBERLY MONITOR INDEX	20.50						
82055	12/02/2019	1954	MOBERLY MOTOR COMPANY	276.53						
82056	12/02/2019	2907	MOBERLY READY MIX	518.82						
82057	12/02/2019	2166	PERSONNEL EVALUATION INC	160.00						
82058	12/02/2019	2596	PLUMB SUPPLY COMPANY	155.05						
82059	12/02/2019	3100	REBARCO INC	775.00						
82060	12/02/2019	2603	SAM'S HEALTH MART NO.1	56.46						
82061	12/02/2019	617	SCHULTE SUPPLY INC	1,495.51						
82062	12/02/2019	2684	SHERWOOD'S SIGNS LLC	590.00						
82063	12/02/2019	5700	STAPLES	209.12						
82064	12/02/2019	2640	THOMAS HILL PUBLIC WATER SUPPL	93.46						
82065	12/02/2019	5688	UNFINISHED PIECES	100.00						
82066	12/02/2019	1562	UNITED FIRST AID & SAFETY	71.43						
82067	12/02/2019	2223	US CELLULAR	361.28						
82068	12/02/2019	5800	VERIZON CONNECT NWF INC	21.95						
82069	12/02/2019	2652	WATER & SEWER SUPPLY INC	1,555.09						
82070	12/02/2019	2651	WATER ENVIRONMENT FEDERATION	177.00						
82071	12/02/2019	2772	WIRELESS USA	1,249.50						
82072	12/02/2019	5294	ZURCHER TIRE INC	260.00						
*20190747										
20190748	11/22/2019	5898	MOBERLY SOLAR, LLC	15,660.16					E-PAY	
20190749	11/22/2019	6	AMEREN MISSOURI	38,530.53					E-PAY	
20190750	11/22/2019	5783	BANKCARD SERVICES	16,818.03					E-PAY	
20190751	11/25/2019	2708	UMB BANK	127,893.15					E-PAY	

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

BANK TOTALS:	
OUTSTANDING	484,743.76
CLEARED	.00
-----	
BANK 24 TOTAL	484,743.76
**VOIDED**	.00



ACCOUNTS PAYABLE CHECK REGISTER

#10.

BANK#	BANK NAME	ACCOUNT#	NAME	CHECK AMOUNT	CLEARED	MANUAL	VOID	REASON FOR VOID
CHECK#	DATE							
		FUND		TOTAL	OUTSTANDING		CLEARED	VOIDED
100		GENERAL FUND		170,601.72	170,601.72		.00	.00
102		NON-RESIDENT LODGING TAX		7,500.00	7,500.00		.00	.00
110		SOLID WASTE FUND		41,147.48	41,147.48		.00	.00
114		HERITAGE HILLS GOLF CRSE		7,089.77	7,089.77		.00	.00
115		PARKS & RECREATION FUND		13,866.94	13,866.94		.00	.00
120		AIRPORT FUND		22,205.71	22,205.71		.00	.00
301		UTILITIES OP & MAINT		51,943.38	51,943.38		.00	.00
303		UTILITIES OP RESERVE		9,400.79	9,400.79		.00	.00
304		CAPITAL IMPROVEMENT TRUST		14,587.64	14,587.64		.00	.00
377		2004B SRF BONDS DEBT SERV		37,898.57	37,898.57		.00	.00
378		2006A SRF BONDS DEBT SERV		26,842.53	26,842.53		.00	.00
379		2004C BONDS DEBT SERVICE		25,756.20	25,756.20		.00	.00
380		2008A BONDS DEBT SERVICE		37,395.85	37,395.85		.00	.00
400		EMERGENCY TELEPHONE FUND		6,503.26	6,503.26		.00	.00
600		TRANSPORTATION TRUST FUND		6,089.58	6,089.58		.00	.00
601		STREET IMPROVEMENT FUND		5,914.34	5,914.34		.00	.00

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

#10.

BANK# BANK NAME  
CHECK# DESCRIPTION

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24 DISBURSEMENTS

81986 Thru 82072 Accounts Payable Checks

20190748 Thru 20190751 Accounts Payable E-Pay

158