

BOARD OF ALDERMEN MEETING

MAY 23, 2023

PACKET



**Greg Parker, Mayor**  
Shawn Bolerjack, East Ward Alderman  
Kala Sisco, East Ward Alderman  
Kyle Williams, West Ward Alderman  
Amanda Duncan, West Ward Alderman

**MINUTES**  
**BOARD OF ALDERMEN MEETING**  
**202 N. Washington**  
**May 9, 2023**

**Call Meeting to Order**

The regular season meeting of the Board of Alderman of the City of Salem, Missouri, was called to order by Mayor Greg Parker at 6:00 p.m.

**Pledge of Allegiance**

The Pledge of Allegiance was led by Mayor Greg Parker.

**Opening Prayer**

Opening prayer was led by Public Works Mark Nash.

**Roll Call**

Council Members present included Shawn Bolerjack, Kala Sisco, Kyle Williams, and Amanda Duncan. Others in attendance were: City Administrator Sally Burbridge, City Clerk Tammy Koller, City Attorney James Weber, Chief of Police Joe Chase, Public Works Director Mark Nash, Finance Director Stacey Houston, Debbie Murray, Mary Ann Curley, Ben Johnson, Stan Podorski, David Weiss, David Lytle and Buzendee Lytle.

**Approve Agenda**

Alderman Bolerjack moved to approve the agenda.

Seconded by Alderwoman Sisco.

The vote was 4 Aye-Bolerjack, Sisco, Williams and Duncan. 0 Nay. Motion Carried

**Consent Agenda**

April 25, 2023, Meeting Minutes

Municipal Court Report-April 2023

Police Monthly Report-April 2023

Alderman Bolerjack moved to approve the Consent Agenda.

Seconded by Alderwoman Sisco.

The vote was 4 Aye-Bolerjack, Sisco, Williams and Duncan. 0 Nay. Motion carried.

**Hearing of Persons**

Alderman Williams moved to approve street closure for the annual Summerfest and Octoberfest Events.

Seconded by Alderwoman Duncan.

The vote was 4 Aye-Bolerjack, Williams, Sisco and Duncan. 0 Nay.

## **#2 U.G. Primary Wire Bid**

Alderman Bolerjack moved to approve the bid from Fletcher-Reinhardt for \$12,468.00.

Seconded by Alderman Williams.

The vote was 4 Aye-Bolerjack, Williams, Sisco and Duncan. 0 Nay. Motion carried.

## **Brass Fittings for Water Lines Bid**

Alderwoman Sisco moved to approve the bid from Core & Min for \$16,850.52.

Seconded by Alderwoman Duncan.

The vote was 4 Aye-Sisco, Duncan, Bolerjack and Williams. 0 Nay. Motion carried.

## **Led Street Lighting Bid**

Alderman Bolerjack moved to approve the bid from Fletcher-Reinhardt for \$5,439.90.

Seconded by Alderwoman Sisco.

The vote was 4-Aye-Bolerjack, Sisco, Williams and Duncan. 0 Nay. Motion carried.

## **Wire for Electrical Upgrades and Services**

Alderman Bolerjack moved to approve the bid from Fletcher-Reinhardt for \$6072.00

Seconded by Alderwoman Duncan.

The vote was 4 Aye-Bolerjack, Duncan, Sisco and Williams. Motion carried.

## **WWTP Partial Award**

Alderman Bolerjack moved to approve the mayor to sign the Financial Assistance Agreement and the General Terms and Conditions Documents.

Seconded by Alderwoman Sisco.

The vote was 4-Aye-Bolerjack, Sisco, Williams and Duncan. 0 Nay. Motion carried.

## **Emergency Purchase-Return Activated Sludge Pump**

Josh Hunt, a WWTP employee noticed that the RAS pump had begun to fail the morning of May 9. If the pump has a complete failure with no replacement, DNR must be notified that the plant is down and not operational.

**Note:** This item was added to the agenda with less than 24 hours' notice due to the severity of complications arising from the failure of the RAS pump.

Alderwoman Sisco moved to approve the emergency purchase of the RAS pump from Vandevanter Equipment for \$29,623.00.

Seconded by Alderman Bolerjack.

The vote was 4 Aye-Sisco, Bolerjack, Williams and Duncan. 0 Nay. Motion carried.

## **Reports of City Officials, Boards and Committees**

City Administrator Sally Burbridge has nothing to report.

Mayor Greg Parker thanked Alderman Bolerjack for presenting the proclamation on May 2 to Stan Podorski.

Mayor Parker was unable to attend the presentation due to a medical procedure the following day.

Mayor Greg Parker reported that the Salem Farmers Market will open 8 a.m. to noon on Saturdays.

Mayor Greg Parker offered his condolences to the family of former Mayor Brown.

Public Works Director Mark Nash reported that employees have laid 530 tons of asphalt earlier that day. Locations include Water Street, Roosevelt Street, and the street behind the City Administration Building.

Alderwoman Kala Sisco stated the Parks and Recreation Board will have a meeting May 22<sup>nd</sup> at 5:30 pm at the Armory and an Airport Board meeting on June 1 at 7:00 p.m. at the City Hall Council Chambers.

Alderman Shawn Bolerjack stated the Capital Improvement Committee meeting is scheduled for May 16 at 6 p.m.

Alderman Kyle Williams stated the Utility Committee meeting will be Wednesday, May 10<sup>th</sup> at 6:15 p.m.

Alderwoman Amanda Duncan had nothing to report.

#### **Closed Session**

**Pursuant to Section 610.021(12) of the Revised State Statutes of the State of Missouri pertaining to sealed proposals and related documents or any documents related to a negotiated contract until a contract is executed, or all proposals are rejected.**

**Pursuant to Section 610.021(3) of the Revised State Statutes of the State of Missouri pertaining to the hiring, firing, disciplining, or promoting of particular employees by a public governmental body when personal information about the employee is discussed or recorded.**

Alderman Bolerjack moved to go into closed session for contracts and personnel.

Seconded by Alderwoman Sisco.

The vote was 4 Aye- Bolerjack, Sisco, Williams and Duncan. 0 Nay. Motion carried.

At 6:39 p.m. the Board went into Closed Session.

There was no action taken.



## **Adjournment**

Mayor Greg Parker adjourned the meeting at 7:12 p.m.

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Tammy Koller  
City Koller

APPROVED:

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Greg Parker  
Mayor

ATTEST:

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Tammy Koller  
City Clerk



MISSOURI DEPARTMENT OF REVENUE  
TAXATION DIVISION  
PO BOX 3380  
JEFFERSON CITY, MO 65105-3380

Date: May 05, 2023

## SALES TAX DISTRIBUTION DEPOSIT NOTICE

0007-000



SALEM  
CITY CLERK  
400 N IRON ST  
SALEM MO 65560-1429

POLITICAL SUBDIVISION ID: 65234000

Notice Number: 2039833348

Distribution Month: April 2023

Telephone: 573-751-4876  
Fax: 573-522-1160  
Email: [localgov@dor.mo.gov](mailto:localgov@dor.mo.gov)

The Missouri Department of Revenue distributed your local sales tax by electronic funds transfer (ACH) for your credit and use for the April 2023 collections as follows

Deposit Date	05/05/2023
Tax Type Code	210
TaxType Name	CITY CAPITAL IMPROVEMENTS
Bank Name	BANK OF SALEM
Account Number (Last Four Digits)	0117
Tax Distribution	\$57,445.83
Interest Distribution	\$0.00
Amount Deposited	\$57,445.83

Below is your recent account history. You can compare this month's distribution with the same month in prior years for this account. You can also compare the year-to-date distribution with the same year-to-date in prior years.

Account History					
Period	2021	2022	2023	2022 Compared to 2021	2023 Compared to 2022
April 2023	\$49,309.77	\$51,334.40	\$57,445.83	\$2,024.63	\$6,111.43
Year-to-Date	\$200,769.87	\$227,048.03	\$245,647.40	\$26,278.16	\$18,599.37

You can access the Department's "Local Taxes Financial Statement" for this month at <http://dor.mo.gov/business/citycounty>.

If you do not receive your distribution or if you require additional information, contact the Taxation Division at the above address, telephone number, fax number, or e-mail.

A city must notify the Department if their boundaries change. Failure to notify the department can result in lost revenue.

The Department is authorized by Section 32.057 RSMo, to release local sales/use tax information to cities that have imposed a sales or use tax. The Department has made this information available in three reports: the Open Business Locations Report, the Financial Sales Tax Distribution Report, and the Financial Use Tax Distribution Report. A portal account must be created on the Department's portal at <https://mytax.mo.gov/rptportal/home/> and a Request for Information/Audit of Local Sales and Use Tax Records (Form 4379) may be completed to request access to these reports. This form is available on our web site at <http://dor.mo.gov/forms/>.



MISSOURI DEPARTMENT OF REVENUE  
TAXATION DIVISION  
PO BOX 3380  
JEFFERSON CITY, MO 65105-3380

Date: May 05, 2023

## SALES TAX DISTRIBUTION DEPOSIT NOTICE

0007-000



SALEM  
CITY CLERK  
400 N IRON ST  
SALEM MO 65560-1429

POLITICAL SUBDIVISION ID: 65234000

Notice Number: 2039832420

Distribution Month: April 2023

Telephone: 573-751-4876  
Fax: 573-522-1160  
Email: [localgov@dor.mo.gov](mailto:localgov@dor.mo.gov)

The Missouri Department of Revenue distributed your local sales tax by electronic funds transfer (ACH) for your credit and use for the April 2023 collections as follows

Deposit Date	05/05/2023
Tax Type Code	200
TaxType Name	CITY
Bank Name	BANK OF SALEM
Account Number (Last Four Digits)	0117
Tax Distribution	\$114,891.70
Interest Distribution	\$0.00
Amount Deposited	\$114,891.70

Below is your recent account history. You can compare this month's distribution with the same month in prior years for this account. You can also compare the year-to-date distribution with the same year-to-date in prior years.

Account History					
Period	2021	2022	2023	2022 Compared to 2021	2023 Compared to 2022
April 2023	\$98,619.63	\$102,668.80	\$114,891.70	\$4,049.17	\$12,222.90
Year-to-Date	\$401,540.46	\$454,095.94	\$491,293.80	\$52,555.48	\$37,197.86

You can access the Department's "Local Taxes Financial Statement" for this month at <http://dor.mo.gov/business/citycounty>.

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MISSOURI DEPARTMENT OF REVENUE  
TAXATION DIVISION  
PO BOX 3380  
JEFFERSON CITY, MO 65105-3380

Date: May 05, 2023

## SALES TAX DISTRIBUTION DEPOSIT NOTICE

0007-000



SALEM  
CITY CLERK  
400 N IRON ST  
SALEM MO 65560-1429

POLITICAL SUBDIVISION ID: 65234000

Notice Number: 2039833798

Distribution Month: April 2023

Telephone: 573-751-4876  
Fax: 573-522-1160  
Email: [localgov@dor.mo.gov](mailto:localgov@dor.mo.gov)

The Missouri Department of Revenue distributed your local sales tax by electronic funds transfer (ACH) for your credit and use for the April 2023 collections as follows

Deposit Date	05/05/2023
Tax Type Code	260
TaxType Name	CITY STORM WATER/LOCAL PARKS
Bank Name	BANK OF SALEM
Account Number (Last Four Digits)	0117
Tax Distribution	\$43,081.74
Interest Distribution	\$0.00
Amount Deposited	\$43,081.74

Below is your recent account history. You can compare this month's distribution with the same month in prior years for this account. You can also compare the year-to-date distribution with the same year-to-date in prior years.

Account History					
Period	2021	2022	2023	2022 Compared to 2021	2023 Compared to 2022
April 2023	\$36,982.13	\$38,500.83	\$43,081.74	\$1,518.70	\$4,580.91
Year-to-Date	\$150,844.87	\$170,223.48	\$184,222.68	\$19,378.61	\$13,999.20

You can access the Department's "Local Taxes Financial Statement" for this month at <http://dor.mo.gov/business/citycounty>.

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# **Staff Summary Report**

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<b>MEETING DATE:</b>	May 23,2023
<b>AGENDA ITEM:</b>	BUCKET TRUCK
<b>AGENDA TITLE:</b>	TEREX TL48 BUCKET TRUCK

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<b>ACTION REQUESTED BY:</b>	Public Works Director
<b>ACTION REQUESTED:</b>	Purchase new bucket truck
<b>SUMMARY BY:</b>	Mark Nash

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## **PROJECT DESCRIPTION / FACTS**

Board of alderman approved lease proposal with a 4-0 vote from Terex on 5-24-2021. The new truck is a 2022 F-600 Bucket Truck. The truck it is replacing is a 2010 Ford F-550 with an Altec AT40M bucket. The 2010 Ford F-550 has 59,857 miles and hours are unknown. The truck and unit is in need of major repairs.

## **PROCUREMENT**

Received lease proposal from Terex on 5-13-2021. The cost of the vehicle in May 2021 was \$160,671.00. The actual price of the vehicle at time of delivery in May 2023 was \$174,125.00. The added expense was due to a two year newer truck and rising costs of materials.

## **FISCAL IMPACTS**

This lease amount would come out of the Electric Dept. The line item # is 501-501-7814 and there is \$13,000.00 dollars left in this account. This lease is for (5) years. The monthly lease is \$2,512.09

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**SUPPORT DOCUMENTS:** [List all additional documents that accompany this summary]

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**DEPARTMENT'S RECOMMENDED MOTION:** Ask the Board to accept the lease proposal for the Terex TL48 Bucket Truck

**RESOLUTION NO. 20-2023**

**A RESOLUTION AUTHORIZING THE MAYOR TO EXECUTE AN AGREEMENT BETWEEN THE CITY OF SALEM, MISSOURI, AND HUNTINGTON NATIONAL BANK FOR THE LEASE OF A 2022 FORD F600 TEREX TL48 BUCKET TRUCK.**

**NOW, THEREFORE BE IT RESOLVED BY THE BOARD OF ALDERMEN OF THE CITY OF SALEM, MISSOURI AS FOLLOWS:**

**Section 1.**

The mayor is hereby authorized to execute an agreement for the lease of the equipment according to the terms and conditions set forth in the master lease attached hereto as "Attachment A".

**Section 2.**

Monthly rental payments in the amount of \$2,512.09 for a term of sixty (60) months for a total amount of \$174,125.00.

**Section 3.**

This resolution shall be in full force and effect from and after the date of its passage and approval.

**PASSED BY THE BOARD OF ALDERMEN OF THE CITY OF SALEM, MISSOURI, AND APPROVED BY THE MAYOR THIS 23<sup>RD</sup> DAY OF MAY 2023.**

APPROVED:

\_\_\_\_\_  
Greg Parker  
Mayor

ATTEST:

\_\_\_\_\_  
Tammy Koller  
City Clerk

APPROVED AS TO FORM:

\_\_\_\_\_  
James Weber  
City Attorney



## Equipment Schedule (Fair Market Value Purchase Option)

<b>The "Lease": Equipment Schedule Number 001-0850082-101 Dated May 12, 2023 to Master Lease Number 0850082L Dated March 6, 2023</b>
<b>"Lessee"</b>
<b>City of Salem Missouri dba City of Salem, 400 North Iron Street, Salem, MO 65560</b>
<b>"Lessor"</b>
<b>The Huntington National Bank, 11100 Wayzata Blvd, Suite 700, Minnetonka, MN 55305</b>

This Equipment Schedule (this "Schedule") is entered into pursuant to and incorporates the terms of the Master Lease identified above (except as expressly modified by this Schedule) between Lessor and Lessee (the "Master Lease" and, together with this Schedule, this "Lease"). Upon the execution and delivery by Lessor and Lessee of this Schedule, Lessee's execution and delivery to Lessor of a Delivery and Acceptance Certificate for the Equipment described below, and satisfaction of all Lessor's requirements on or before the date that Lessor's credit approval shall expire with respect to this Lease, and so long as there has been no material adverse change in Lessee's condition or business from that considered by Lessor in connection with the credit approval for this Lease, Lessor hereby leases to Lessee, and Lessee hereby leases from Lessor, the Equipment upon the terms and conditions of this Lease. All capitalized terms not otherwise defined in this Schedule shall have the meanings assigned in the Master Lease.

### SUMMARY OF TERM AND RENTAL PAYMENTS:

Commencement Date	Rent Payment Period Monthly	Initial Term 60 Months	Each Rent Payment <b>\$2,512.09</b> plus applicable taxes except financed sales tax included in Total Cost	Interim Rent Daily Factor N/A	Advance Rent Payment N/A for Installment(s): N/A	Security Deposit N/A	Total Cost <b>\$174,125.00</b>
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### EQUIPMENT, PERSONAL PROPERTY, SERVICES AND/OR SOFTWARE:

Description (including features)	Location
<b>One (1) 2023 Terex TL48 Articulated Telescopic Aerial Device s/n 2230474186 mounted on a 2022 Ford F-600 4x4 Chassis VIN #: 1FDF6L79NDA13200 together with all attachments and accessories thereto</b>	<b>400 North Iron Street, Salem, MO 65560</b>

Each Rent Payment shall be payable in arrears commencing on the date that is one Rent Payment Period after the Commencement Date and on the same day of each subsequent Month for the Initial Term and any renewal term.

The following additional provisions are applicable to the Equipment covered by this Lease only:

- So long as this Lease has not been canceled or terminated early and no Event of Default exists, upon expiration of the Initial Term ("Lease End"), Lessee may purchase all, but not less than all, of the Equipment for the Fair Market Value of the Equipment, plus all sales and use taxes arising on the sale of the Equipment. For purposes of this Lease, "Fair Market Value" of the Equipment at any time means the estimated amount that a willing buyer and a willing seller would pay for the Equipment on an installed basis, as mutually determined by Lessor and Lessee. If Lessor and Lessee are unable to mutually determine the Fair Market Value, at Lessee's request and expense, Lessor shall select and hire a third-party certified appraiser to determine the Fair Market Value, and such appraiser's determination shall be binding on the Lessor and Lessee. To exercise the foregoing purchase option, Lessee must give written notice thereof to Lessor at least 90 days and no more than 120 days prior to Lease End. If Lessee fails to give such notice, or if the parties cannot agree on the Fair Market Value of the Equipment by 45 days before Lease End, then the purchase option shall lapse. If the purchase option lapses, then at least 30 days before Lease End or the end of any renewal term, Lessee must give Lessor notice of its intent to return the Equipment and request return location instructions. If Lessee fails to give such notice, or gives notice but fails to return the Equipment in accordance with Section 13 of the Master Lease, this Lease will automatically renew, at the same rental and other terms set forth in this Lease, for additional successive non-cancelable one-month terms after the Initial Term until timely written notice of return and proper return of the Equipment is made.
- If Lessee gives timely notice of election to purchase the Equipment as provided in paragraph 1 and fails to timely pay the purchase price, then Lessor may, in its sole discretion, by written notice to Lessee (a) treat the Equipment as purchased and enforce payment of the purchase price, (b) declare a failure to meet the purchase conditions whereupon Lessee's interest in the Lease and Equipment shall be canceled automatically and Lessee shall return the Equipment in accordance with Section 13 of the Master Lease, or (c) treat the Lease as automatically renewed, at the same rental and other terms set forth in this Lease, for additional successive non-cancelable one-month terms after the Initial Term until timely written notice of return and proper return of the Equipment is made.
- Upon Lessee's exercise of the purchase option and Lessor's receipt of the purchase price plus applicable sales and use tax and any rent or other amount owing under this Lease, the Equipment will be deemed transferred to Lessee at its then location and, on Lessee's request at such time, Lessor will deliver to Lessee a bill of sale for the Equipment, "WHERE IS, AS IS" WITHOUT ANY WARRANTY AS TO TITLE OR WITH RESPECT TO THE EQUIPMENT, EXPRESS OR IMPLIED.

Lessor: The Huntington National Bank

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

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

Lessee: City of Salem Missouri dba City of Salem

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

Greg Parker - Mayor





## Pay Proceeds Letter

The "Lease": Equipment Schedule Number 001-0850082-101 Dated May 12, 2023 to Master Lease Number 0850082L Dated March 6, 2023		
"Lessee"		
City of Salem Missouri dba City of Salem, 400 North Iron Street, Salem, MO 65560		
"Lessor"		
The Huntington National Bank, 11100 Wayzata Blvd, Suite 700, Minnetonka, MN 55305		

The above-referenced Lessee and Lessor have entered into the Lease for the lease of certain equipment, personal property, services and/or software, as more particularly described in the Lease (the "Equipment"), subject to the satisfaction of certain conditions. Lessee and Lessor may have also entered into an Interim Funding Addendum (the "Interim Funding Addendum") and one or more other Addenda to the Lease, which Addenda are part of the Lease.

Lessee has reviewed and approved the invoice(s) referenced in the table below. Pursuant to the Lease, Lessee hereby irrevocably authorizes and requests Lessor to make payment of the invoice(s) to the vendor(s), licensor(s) or designee(s) of licensor(s) of the Equipment upon Lessor's receipt of (a) Lessee's signed Delivery and Acceptance Certificate with respect to the Equipment covered by the applicable invoice(s), or (b) an Interim Funding Addendum, signed by Lessee, requesting Lessor to make advance payment in respect of the Equipment covered by the applicable invoice(s) prior to delivery and acceptance thereof. In either case, subject to Lessor's acceptance of the Lease, Lessee agrees that all terms and conditions of the Lease, including without limitation any Interim Funding Addendum and any other Addenda to the Lease, are in full force and effect and Lessee shall make all payments when and as required thereby.

Payee	Invoice Number	Amount
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Terex Utilities Inc

\$174,125.00

	Total	\$174,125.00
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Date: \_\_\_\_\_

Lessee: City of Salem Missouri dba City of Salem

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

Greg Parker - Mayor





## Delivery and Acceptance Certificate

<b>The "Lease": Equipment Schedule Number 001-0850082-101 Dated May 12, 2023 to Master Lease Number 0850082L Dated March 6, 2023</b>
<b>"Lessee"</b>
<b>City of Salem Missouri dba City of Salem, 400 North Iron Street, Salem, MO 65560</b>
<b>"Lessor"</b>
<b>The Huntington National Bank, 11100 Wayzata Blvd, Suite 700, Minnetonka, MN 55305</b>

**This Certificate relates to the Equipment (the "Equipment") that is described in the Lease.**

Pursuant to the Lease, Lessee acknowledges that Lessor has acquired the Equipment in connection with the Lease and Lessee has either received a copy of the purchase agreement with the vendor of the Equipment on or before signing the Lease or has approved such purchase. Lessee hereby represents, warrants and certifies that (i) all of the Equipment has been delivered to Lessee at the Equipment Location set forth in the Lease and has been installed, tested and inspected by Lessee or duly authorized representatives of Lessee, (ii) the Equipment Description set forth in the Lease is complete and correct, (iii) the Equipment is exactly what Lessee ordered, is in good working order, is satisfactory in all respects and has been accepted by Lessee under the Lease as of the Acceptance Date set forth below, and (iv) there has been no adverse change in the business or financial condition of Lessee or any guarantor of the Lease since the day the most recent financial statement of Lessee or any guarantor was submitted to Lessor. If Lessee has made a deposit to the Equipment vendor(s), by signing this Certificate, Lessee hereby transfers all of Lessee's right, title and interest in and to the Equipment to Lessor, except to the extent set forth in the Lease, whether or not the Lessee has been reimbursed for the deposit(s).

**IMPORTANT: LESSEE SHOULD SIGN THIS CERTIFICATE ONLY AFTER LESSEE HAS RECEIVED AND IS COMPLETELY SATISFIED WITH THE EQUIPMENT. BY SIGNING THIS CERTIFICATE, LESSEE (1) IS IRREVOCABLY ACCEPTING THE EQUIPMENT, (2) BECOMES ABSOLUTELY AND IRREVOCABLY OBLIGATED TO LESSOR UNDER THE LEASE, AND (3) MAY NOT THEREAFTER REJECT THE EQUIPMENT, CANCEL OR TERMINATE THE LEASE OR DENY ANY STATEMENT MADE IN THIS CERTIFICATE, FOR ANY REASON WHATSOEVER.**

**Acceptance Date:** \_\_\_\_\_

Lessee: City of Salem Missouri dba City of Salem

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

Greg Parker - Mayor



### **Lease Addendum-Return Conditions – Utility & Derrick Trucks**

**THIS ADDENDUM** (the "Addendum") is made effective as of May 12, 2023, by and between The Huntington National Bank ("Lessor") and City of Salem Missouri dba City of Salem ("Lessee").

By a certain Master Lease Number 0850082L Dated March 6, 2023, by and between Lessor and Lessee (the "Master Lease"), and Equipment Schedule Number 001-0850082-101 to the Master Lease dated as of May 12, 2023 (the "Equipment Schedule"), Lessor has agreed to lease certain Equipment to Lessee upon and subject to the terms and conditions set forth therein.

This Addendum is attached to and made a part of the Equipment Schedule identified above between Lessee and Lessor. All terms and conditions of the Lease shall remain in full force and effect, except to the extent modified hereby. Notwithstanding anything to the contrary contained in the Lease, and in addition to the terms and conditions contained therein, if Lessee does not exercise, or is precluded from exercising, any option to purchase the Equipment (as defined in the Equipment Schedule) that may be included in the Lease at the expiration or earlier cancellation or termination of the Equipment Schedule, then Lessee shall, at Lessee's sole cost and expense, return all, but not less than all, such Equipment in accordance with the terms of the Lease and the following:

#### **I. Return Conditions:**

Each item of the Equipment shall match the description and serial numbers set forth on the applicable schedule. Each item of the Equipment must all meet the following applicable conditions:

- (a) General Return Condition: The Equipment will be in a condition whereby it can pass an immediate state safety inspection and Department of Transport test and immediately be put into revenue service at its original designated function and capacity. With respect to each unit, no glass shall be broken, chipped or cracked, no upholstery shall have any cut, tear or burn, there shall be no damage to exterior or interior materials that exceed \$250 and all decals, numbers, customer identification, glue and adhesives shall have been removed from Equipment without damage to paint or Equipment. Frame and structural members including but not limited to loader arms, stick, booms, buckets, frame rails, all ground engaging tools and all attachments will be structurally sound, without breaks, bends, cracks or missing teeth. Cooling, heating and lubrication systems shall not be contaminated and there shall be no leaking between systems. No battery shall have any dead cells, cracked case or be inoperative. All units returned will be cleaned and cosmetically acceptable, with all rust and corrosion properly removed and/or treated. All material (i.e., dirt, refuse, asphalt, gravel, etc.) must be properly removed from the Equipment and disposed of in accordance with all applicable federal, state and local laws and regulations. All internal fluids such as lube oil and hydraulic fluids are to be filled at operating levels and all filler caps are to be secured. The Equipment will successfully pass an inspection based on OSHA standards and will meet current federal, state and local regulatory compliance standards. Prior to the return of the Equipment, Lessor or its agents shall inspect the Equipment to verify that the Equipment is being returned in compliance with the terms and conditions hereunder. If any deficiencies beyond those listed hereunder are determined, Lessee agrees to promptly make any repairs necessary in order to be in compliance with these terms and conditions.
- (b) Tires: All tires shall be of the same original size, type and manufacturer (or similar quality manufacturer if the original manufacturer no longer produces tires of that type) as upon delivery to Lessee. On each unit, the tires shall have no missing or damaged parts or gouges. Tires will not be re-treads and shall be in compliance and pass the DOT test.
- (c) Drive Train: If so equipped, the transmission/hydrostatic drive systems including but not limited to differentials, final drives, will be in good condition and operate quietly without vibrations or leaks.
- (d) Undercarriage: If so equipped, the undercarriage (including sprockets, links, idlers, bogies, carrier and track rollers, pins and bushings, track shoes/pads) shall have been maintained according to the manufacturer's specifications.
- (e) Engine: The engine must have been maintained in accordance with manufacturer's recommendations, including overhauling the engine as required. The engine will meet the current smoke emission standards and be free of oil, water, or other fluid leaks and pass a dynamometer test according to the manufacturer's specifications. If the test is not satisfactory, the lessee will complete the repairs required to complete a satisfactory test at the lessee's expense prior to the return of the Equipment. Determination of satisfaction of these specifications shall be made by subjecting the engine to standard industry testing to include (but not limited to) testing of the crankcase, manifold pressure, oil analysis and blowby tests. All tests shall be performed by a manufacturer authorized service center (but not by the Lessee.)



- (f) Brakes: The brakes shall have been maintained according to the manufacturer's specifications. The brakes shall hold the unit as specified by the original manufacturer without fading. There shall be no heat discoloration or warpage on brake cylinders, disks, wheels or pads. No drums or other braking components shall be damaged or cracked.
- (g) Booms: If so equipped, all booms shall be straight and true within original manufacturers specifications and tolerances. All standard rigging including sheaves, pendants, fairleads necessary for industry standard lift crane and boom trucks shall be returned with each machine.
- (h) Hydraulic Equipment: All hydraulic pumps, cylinders and hoses must be fully operational at rated capacity with no leaks.
- (i) Electronic Equipment: All electronic Equipment will be in good operating condition, work properly, and be securely mounted. All switches will be in proper working operation. Wiring will be mounted securely and cables will be routed correctly.
- (j) Radiator and cooling system will be free of leaks, punctures, or holes and be able to maintain the unit in normal operating temperature under the manufacturer's original specifications.
- (k) All air and fluid lines will be free of cracks, leaks and cuts and the controls will operate as designed.
- (l) Alarm/Safety System: Any and all alarm components will be operable including, but not limited to, slope alarm, travel alarm, motion alarm, strobe lights, beacons and service horn.
- (m) Documents and Records: Each such unit shall meet and conform to all applicable federal, state, and local health and safety laws and requirements, and, if applicable, have appropriate ANSI inspection certificates, permits and other certification necessary to operate the Equipment. Without limiting the foregoing, Lessee shall maintain and provide to Lessor written records of preventative maintenance and repairs, indicating date, and hour meter readings to show when such maintenance or repair work was performed.
- (n) Redelivery: Lessee shall provide for transportation of the Equipment in a manner consistent with the manufacturer's recommendations and practices to a location within the continental United States as Lessor shall direct and shall have the Equipment unloaded at such locations.
- (o) Storage: Lessee shall provide safe, secure storage for the Equipment for a period of up to 180 days after expiration or early termination of the Schedule at location(s) satisfactory to Lessor.
- (p) Usage: During the term of the Schedule, each item of the subject Equipment will be used no more than 12,000 miles per year. The Lessee shall pay to Lessor upon the return of the Equipment the sum of \$0.12 per mile in excess of the 12,000 per year upon return. Excess rental shall be due and payable by Customer upon receipt of an invoice therefore from HNB.

## II. Inspections:

- (a) At Lessee's expense, at least ninety (90) days prior to, and not more than one hundred twenty (120) days prior to, lease expiration, each item of Equipment must be inspected by a manufacturer's authorized maintenance representative (but not the Lessee) or other qualified maintenance provider (acceptable to Lessor) to ensure the Equipment conforms to the return provisions outlined herein.
- (b) From ninety (90) days prior to the return of the Equipment, Lessee must make the Equipment available to Lessor's agent during regular working hours so walk-around appraisals/inspections can be conducted.
- (c) The results of the testing and appraisal, with necessary reconditioning, documenting that the Equipment meets the return conditions required herein are to be provided to Lessor sixty (60) days prior to the return of the Equipment.
- (d) Should Equipment fail to be returned within 10 days of the expiry of any Lease Term, Lessee agrees that Lessee must pay Lessor, on demand, rent for each day or part day until it has been returned, at a rate which is equal to the last rental payable immediately prior to the date on which the Lease Term properly expired. Lessee will indemnify Lessor against any costs incurred or losses (including consequential loss or loss of profits) sustained due to the Equipment not being returned at the expiry of the Lease Term. These costs or losses will include, but not be limited to, the cost of marketing activities relating to the sale of Equipment due to be returned and contractual obligations resulting from an agreement to sell Equipment which has not been returned by the Lessee on the expiry of any Lease Term.

Lessor: The Huntington National Bank

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

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

Lessee: City of Salem Missouri dba City of Salem

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

Greg Parker - Mayor



## GOVERNMENT ENTITY ADDENDUM

The "Lease": Equipment Schedule Number 001-0850082-101 Dated May 12, 2023 to Master Lease Number 0850082L Dated March 6, 2023

"Lessee"

City of Salem Missouri dba City of Salem, 400 North Iron Street, Salem, MO 65560

"Lessor"

The Huntington National Bank, 11100 Wayzata Blvd, Suite 700, Minnetonka, MN 55305

This Addendum is attached to and made a part of the above-referenced Lease between Lessee and Lessor. Any capitalized terms used but not defined in this Addendum shall have the meanings assigned in the Lease. All terms and conditions of the Lease shall remain in full force and effect except to the extent modified by this Addendum.

1. Lessee represents and warrants to Lessor that as of the date hereof, and throughout the term of the Lease: (a) Lessee is a political subdivision of the state or commonwealth in which it is located and is organized and existing under the constitution and laws of such state or commonwealth; (b) Lessee has complied, and will comply, fully with all applicable laws, rules, ordinances, and regulations governing open meetings, public bidding and appropriations required in connection with the Lease, the performance of its obligations under the Lease and the acquisition and use of the Equipment; (c) the person(s) signing the Lease and any other documents required to be delivered in connection with the Lease (collectively, the "Documents") have the authority to do so, are acting with the full authorization of Lessee's governing body, and hold the offices indicated below their signatures, each of which are genuine; (d) the Documents are and will remain a valid, legal and binding Lease, and are and will remain enforceable against Lessee in accordance with their terms; and (e) the Equipment is essential to the immediate performance of a governmental or proprietary function by Lessee within the scope of its authority and will be used during the term of the Lease only by Lessee and only to perform such function. Lessee further represents and warrants to Lessor that, as of the date each item of Equipment becomes subject to the Lease and any applicable schedule, it has funds available to pay all Lease payments payable thereunder until the end of Lessee's then current fiscal year, and, in this regard and upon Lessor's request, Lessee shall deliver in a form acceptable to Lessor a resolution enacted by Lessee's governing body, authorizing the appropriation of funds for the payment of Lessee's obligations under the Lease during Lessee's then current fiscal year.

2. To the extent permitted by applicable law, Lessee agrees to take all necessary and timely action during the Lease term to obtain and maintain funds appropriations sufficient to satisfy its payment obligations under the Lease (the "Obligations"), including, without limitation, providing for the Obligations in each budget submitted to obtain applicable appropriations, causing approval of such budget, and exhausting all available reviews and appeals if an appropriation sufficient to satisfy the Obligations is not made.

3. Notwithstanding anything to the contrary provided in the Lease, if Lessee does not appropriate funds sufficient to make all payments due during any fiscal year under the Lease and Lessee does not otherwise have funds available to lawfully pay the Lease payments (a "Non-Appropriation Event"), and provided Lessee is not in default of any of Lessee's obligations under such Lease as of the effective date of such termination, Lessee may terminate such Lease effective as of the end of Lessee's last funded fiscal year ("Termination Date") without liability for future payments or the early termination charge under such Lease, if any, by giving at least 60 days' prior written notice of termination ("Termination Notice") to Lessor.

4. If Lessee terminates the Lease prior to the expiration of the end of the Lease's initial term, or any extension or renewal thereof, as permitted under Section 3 above, Lessee shall (i) on or before the Termination Date, return the Equipment in accordance with the return requirements set forth in the Lease, (ii) provide in the Termination Notice a certification of a responsible official that a Non-Appropriation Event has occurred, (iii) deliver to Lessor, upon request by Lessor, an opinion of Lessee's counsel (addressed to Lessor) verifying that the Non-Appropriation Event as set forth in the Termination Notice has occurred, and (iv) pay Lessor all sums payable to Lessor under the Lease up to and including the Termination Date.

5. Lessee acknowledges and agrees that, in the event of the termination of the Lease and the return of the Equipment as provided for herein, Lessee shall have no interest whatsoever in the Equipment or proceeds thereof and Lessor shall be entitled to retain for its own account the proceeds resulting from any disposition or re-leasing of the Equipment along with any advance rentals, security deposits or other sums previously paid by Lessee pursuant to the terms of the Lease.

6. Any provisions in this Addendum that are in conflict with any applicable statute, law or rule shall be deemed omitted, modified or altered to the extent required to conform thereto, but the remaining provisions hereof shall remain enforceable as written.

Dated as of: May 12, 2023

Lessee: City of Salem Missouri dba City of Salem

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

Greg Parker - Mayor

# Staff Summary Report

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<b>MEETING DATE:</b>	May 23, 2023
<b>AGENDA ITEM:</b>	New and Miscellaneous Business
<b>AGENDA TITLE:</b>	Welcome Home Bid Approval

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<b>ACTION REQUESTED BY:</b>	Economic Development
<b>ACTION REQUESTED:</b>	Approve Welcome Home Bid for 803 W. Glendale Street
<b>SUMMARY BY:</b>	Missy Canaday

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## PROJECT DESCRIPTION / FACTS

In partnership with Riverways Federal Credit Union (FCU) the City of Salem submitted application to the Affordable Housing Program through the Federal Home Loan Bank of Des Moines in May of 2021.

Notification was received January 25, 2022, that the application was funded.

Effective dates of the agreement/program: February 1, 2022, through February 1, 2024.

Bid Specifications for Home Rehabilitation work were prepared by Chuck Cantrell with MRPC. The FHLB grant agreement requires a HUD Certified building inspector for the project and we have a contract with MRPC to use Mr. Cantrell's services for this program.

Total Development Cost - \$625,000.00  
(\$500,000.00 AHP Grant + \$125,000.00 Owner funds)

Owner Occupied Housing Breakout = 25 Homes		Total Housing Units	Units in Process	Units Completed
Less than or equal to 50% AMI (Area Median Income)		6	1	1
Less than or equal to 80% AMI (All participants in the program must meet this income threshold in addition to any other category)	Veteran Owned	6	3	
	Special Needs*	6	3	
		7	3	

There are anticipated to be 5 Rounds or groups of homes, 4 homes each except for the last which will be 5 homes.

This Staff Summary and supporting documentation is for 1 of the homes in Round #3. The homeowner is in agreement with the staff recommendation for acceptance of the bids.

## PROCUREMENT

Request for Bids was advertised in The Salem News beginning March 7, 2023, and was posted on the City's website.

A pre-bid walk through of the 6 homes (this home and 3 others from Rd #3 and 2 homes from Rd #2) was done on March 10, 2023.

Sealed Bids were due March 24, 2023, and opened at 10 am at the MRPC office in St. James

NOTE\*\* - The number indicated at the bottom of the recommended bid is not correct. Staff verified the amount with the Contractor and the number listed below in the Support Documents section is correct and all the individual item prices in the bid add up to this number.

<b>FISCAL IMPACTS</b>
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See Additional Agenda Items for Contracts and Fiscal Impacts

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**SUPPORT DOCUMENTS:**

Bids are listed below in order of staff and homeowner recommendation:

803 W. Glendale St. Bids:

R. Conway Construction LLC - \$25,550.00

Mid Missouri Renovations– \$1100.00

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**DEPARTMENT'S RECOMMENDED MOTION** Move to Approve the bid from R. Conway Construction LLC for 803 W. Glendale St, Salem, MO. rehabilitation work and reject the bid from Mid Missouri Renovations.

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**FEDERAL HOME LOAN BANK PROGRAM**

Salem, MO

**REHABILITATION PROJECT****Note: This unit may contain Lead Based Paint****BIDS MUST BE ON THIS BID SHEET!!!!****BID SPECIFICATIONS: All items may not be awarded.**

Please Note: Contractor is required to show unit price and total cost for each line item. Failure to do so may render your bid unacceptable. In case of a discrepancy between the unit price and the total cost, the unit price shall be considered to be the bid.

Owner: John Mooney

Address: 803 W Glendale, Salem, MO

INSPECTED BY: Cantrell

ALLOTTED DAYS: 30

Code: 2616

**Contractor will be responsible for all measurements and debris removal**

	Cost				Total Cost
<b>Floor:</b> Remove areas of floor so to be able to access crawl space. Replace all damaged beams, joist and other materials. Jack up floors to level. Install new subflooring and under layment in areas where flooring was removed to access crawl space, to be flush with existing flooring. Install new floor covering in all rooms where flooring was removed. Submit a price break out of the following: #1 Vinyl floor covering. #2 foam back carpet. #3 vinyl plank. Owners choice of color or all floor covering.					\$ 7500 <sup>00</sup>
<b>Electrical:</b> Install GFCI outlets in bathrooms and kitchen to NEC Code.					\$ 150 <sup>00</sup>
<b>Windows:</b> Remove existing windows and dispose of. Install vinyl Low-E double hung replacement tilt in windows to manufactures spec. Wrap all exterior wood work with metal and caulk. <b>Confirm emergency egress and rescue opening requirements are met at bedroom windows (24" min high X 20" min wide and 5.0 SF (at grade)/5.7 SF (not at grade) opening per IBC Sect 1029).</b>					\$ 8000
<b>Sump Pump &amp; Plumbing:</b> Remove existing unit. Install new pump drained to the exterior per City Code. Check for any plumbing leaks under unit repair if needed. Relocate drain line that is exposed in rear of unit to the crawl space.					\$ 500 <sup>00</sup>
<b>Roof:</b> Remove existing shingles and dispose of ( <b>Landfill receipts must be given to the inspector</b> ) Replace any rot damage. Install 15 lb felt paper, metal roof edge and 30 year or better asphalt shingles with all required flashing nailed not stapled all to manufactures spec.					\$ 6,000
<b>Doors:</b> Remove existing front, side and rear exterior door units. Install metal door units complete with locking knobs and dead bolts all keyed alike. Front and rear doors will have fan type windows. Install vinyl storm doors complete with closures and chains.					\$ 2500 <sup>00</sup>
<b>Cistern:</b> Pump cistern in rear dry of water (if any) with clay and install top soil, seed and straw. This will follow City requirements if any.					\$ 1,000 <sup>00</sup>

All units will have house numbers visible from the street upon completion of the project. House numbers will be a min of 4" high, in a color contrasting the surrounding structure and must be able to be illuminated at dark.

All work to meet IRC 2012 and NEC 2011 at a minimum or more current if required by local municipality. ALL QUANTITIES AND MEASUREMENTS ARE APPROXIMATE. IT IS THE CONTRACTORS RESPONSIBILITY TO OBTAIN EXACT MEASUREMENTS AND QUANTITIES AND CITY PERMITS. CHANGE ORDERS WILL NOT BE ISSUED FOR CONTRACTOR MISCALCULATION.

Total Bid Price In Words:

Twenty <sup>SIX</sup> ~~THIRTY~~ Thousand Four Hundred Ten.

Contractor Name:

Randy Conway

Company Name:

R. Conway Construction LLC

Mailing Address:

249 CR 5140 Salem

Phone Number:

573-247-6468

Fax Number:

Email Address:

randy.conway45@gmail.com

Delivery Date:

3-23-23

Total Bid Amount:

\$26,410.00

Bidders will not be allowed to withdraw their bid within 30 days after the bid opening. Doing so may result in an inability to bid on any of MRPC administered projects for one year following the withdrawn bid. In addition, successful bidders who refuse to execute the contract documents may not be allowed to bid on any MRPC administered projects for one year.



## FEDERAL HOME LOAN BANK PROGRAM

Salem, MO

## REHABILITATION PROJECT

**Note: This unit may contain Lead Based Paint****BIDS MUST BE ON THIS BID SHEET!!!!**

Owner: John Mooney

Address: 803 W Glendale, Salem, MO

INSPECTED BY: Cantrell

ALLOTTED DAYS: 30

Code: 2616

**BID SPECIFICATIONS: All items may not be awarded.**

Please Note: Contractor is required to show unit price and total cost for each line item. Failure to do so may render your bid unacceptable. In case of a discrepancy between the unit price and the total cost, the unit price shall be considered to be the bid.

Contractor will be responsible for all measurements and debris removal	Cost				Total Cost
<b>Floor:</b> Remove areas of floor so to be able to access crawl space. Replace all damaged beams, joist and other materials. Jack up floors to level. Install new subflooring and under layment in areas where flooring was removed to access crawl space, to be flush with existing flooring. Install new floor covering in all rooms where flooring was removed. Submit a price break out of the following: #1 Vinyl floor covering. #2 foam back carpet. #3 vinyl plank. Owners choice of color or all floor covering.					
<b>Electrical:</b> Install GFCI outlets in bathrooms and kitchen to NEC Code.	1,100.00				1,100.00
<b>Windows:</b> Remove existing windows and dispose of. Install vinyl Low-E double hung replacement tilt in windows to manufactures spec. Wrap all exterior wood work with metal and caulk. <b>Confirm emergency egress and rescue opening requirements are met at bedroom windows (24" min high X 20" min wide and 5.0 SF (at grade)/5.7 SF (not at grade) opening per IBC Sect 1029).</b>					
<b>Sump Pump &amp; Plumbing:</b> Remove existing unit. Install new pump drained to the exterior per City Code. Check for any plumbing leaks under unit repair If needed. Relocate drain line that is exposed in rear of unit to the crawl space.					
<b>Roof:</b> Remove existing shingles and dispose of ( <b>Landfill receipts must be given to the inspector</b> ) Replace any rot damage. Install 15 lb felt paper, metal roof edge and 30 year or better asphalt shingles with all required flashing nailed not stapled all to manufactures spec.					
<b>Doors:</b> Remove existing front, side and rear exterior door units. Install metal door units complete with locking knobs and dead bolts all keyed alike. Front and rear doors will have fan type windows. Install vinyl storm doors complete with closures and chains.					
<b>Cistern:</b> Pump cistern in rear dry of water (if any) with clay and install top soil, seed and straw. This will follow City requirements if any.					

All units will have house numbers visible from the street upon completion of the project. House numbers will be a min of 4" high, in a color contrasting the surrounding structure and must be able to be illuminated at dark.

All work to meet IRC 2012 and NEC 2011 at a minimum or more current if required by local municipality. ALL QUANTITIES AND MEASUREMENTS ARE APPROXIMATE. IT IS THE CONTRACTORS RESPONSIBILITY TO OBTAIN EXACT MEASUREMENTS AND QUANTITIES AND CITY PERMITS. CHANGE ORDERS WILL NOT BE ISSUED FOR CONTRACTOR MISCALCULATION.

Total Bid Price In Words: one thousand one hundred Dollars

Contractor Name: Martin Krulik

Company Name: Mid Missouri Renovations LLC

Total Bid Amount: 1100.00

Mailing Address: 301 East 10th St Salem MO

Phone Number: 573-247-2562

Fax Number: \_\_\_\_\_

Email Address: Martin.Krulik3@gmail.com

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

Bidders will not be allowed to withdraw their bid within 30 days after the bid opening. Doing so may result in an inability to bid on any of MRPC administered projects for one year following the withdrawn bid. In addition, successful bidders who refuse to execute the contract documents may not be allowed to bid on any MRPC administered projects for one year.

FEDERAL HOME LOAN BANK PROGRAM  
Salem, MO

REHABILITATION PROJECT

**Note: This unit may contain Lead Based Paint**  
**BIDS MUST BE ON THIS BID SHEET!!!!**

Owner: John Mooney  
Address: 803 W Glendale, Salem, MO  
INSPECTED BY: Cantrell  
ALLOTTED DAYS: 30  
Code: 2616

**BID SPECIFICATIONS: All items may not be awarded.**

Please Note: Contractor is required to show unit price and total cost for each line item. Failure to do so may render your bid unacceptable. In case of a discrepancy between the unit price and the total cost, the unit price shall be considered to be the bid.

Contractor will be responsible for all measurements and debris removal	Cost				Total Cost
<b>Floor:</b> Remove areas of floor so to be able to access crawl space. Replace all damaged beams, joist and other materials. Jack up floors to level. Install new subflooring and under layment in areas where flooring was removed to access crawl space, to be flush with existing flooring. Install new floor covering in all rooms where flooring was removed. Submit a price break out of the following: #1 Vinyl floor covering. #2 foam back carpet. #3 vinyl plank. Owners choice of color or all floor covering.					
<b>Electrical:</b> Install GFCI outlets in bathrooms and kitchen to NEC Code.	90	130			2200 <sup>00</sup>
<b>Windows:</b> Remove existing windows and dispose of. Install vinyl Low-E double hung replacement tilt in windows to manufactures spec. Wrap all exterior wood work with metal and caulk. <b>Confirm emergency egress and rescue opening requirements are met at bedroom windows (24" min high X 20" min wide and 5.0 SF (at grade)/5.7 SF (not at grade) opening per IBC Sect 1029).</b>					
<b>Sump Pump &amp; Plumbing:</b> Remove existing unit. Install new pump drained to the exterior per City Code. Check for any plumbing leaks under unit repair if needed. Relocate drain line that is exposed in rear of unit to the crawl space.					
<b>Roof:</b> Remove existing shingles and dispose of (Landfill receipts must be given to the Inspector) Replace any rot damage. Install 15 lb felt paper, metal roof edge and 30 year or better asphalt shingles with all required flashing nailed not stapled all to manufactures spec.					
<b>Doors:</b> Remove existing front, side and rear exterior door units. Install metal door units complete with locking knobs and dead bolts all keyed alike. Front and rear doors will have fan type windows. Install vinyl storm doors complete with closures and chains.					
<b>Cistern:</b> Pump cistern in rear dry of water (If any) with clay and install top soil, seed and straw. This will follow City requirements if any.					

PHELPS COUNTY PHA  
ST. JAMES, MO  
MAR 20 2023

RECEIVED

All units will have house numbers visible from the street upon completion of the project. House numbers will be a min of 4" high, in a color contrasting the surrounding structure and must be able to be illuminated at dark.

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All work to meet IRC 2012 and NEC 2011 at a minimum or more current if required by local municipality. ALL QUANTITIES AND MEASUREMENTS ARE APPROXIMATE. IT IS THE CONTRACTORS RESPONSIBILITY TO OBTAIN EXACT MEASUREMENTS AND QUANTITIES AND CITY PERMITS. CHANGE ORDERS WILL NOT BE ISSUED FOR CONTRACTOR MISCALCULATION.

Total Bid Price In Words: Two hundred and Twenty dollars

Contractor Name: Jeff Kirker

Company Name: Kirker Electric

Total Bid Amount: 220<sup>00</sup>

Mailing Address: 3302 Co. Rd 4220 Salem

Phone Number: 573-247-2458

Fax Number: \_\_\_\_\_

Email Address: JKirker68@gmail.com

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

Bidders will not be allowed to withdraw their bid within 30 days after the bid opening. Doing so may result in an inability to bid on any of MRPC administered projects for one year following the withdrawn bid. In addition, successful bidders who refuse to execute the contract documents may not be allowed to bid on any MRPC administered projects for one year.

# **Staff Summary Report**

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<b>MEETING DATE:</b>	May 23, 2023
<b>AGENDA ITEM:</b>	New and Miscellaneous Business
<b>AGENDA TITLE:</b>	Resolution No. 21-2023

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<b>ACTION REQUESTED BY:</b>	Economic Development
<b>ACTION REQUESTED:</b>	Approve WH Rehabilitation Contract 803 W. Glendale St.
<b>SUMMARY BY:</b>	Sally Burbridge

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## **PROJECT DESCRIPTION / FACTS**

The AHP program is a partial grant funded home rehabilitation program. The contracts are between the City, the homeowner, and the contractor. Participating homeowners are responsible for 20% of the total cost of rehabilitation work done and administration costs, to be paid to the City of Salem prior to work beginning (maximum of \$5,000 owner contribution). The remaining costs are covered by the grant funds, up to \$20,000. This gives a total of \$25,000 (with \$2,000 or 12% going to the City of Salem for administration costs) per home.

## **PROCUREMENT**

Request for Bids was advertised in The Salem News on March 7, 2023<sup>h</sup> and was posted on the City's website.

A pre-bid walk through of 6 homes was done on March 10, 2023.

Sealed Bids were due March 24 and opened at 10 am.

Homeowner chose to pay \$7,550. \$5,000 (20%) homeowner cost plus additional \$2,550 cost of total bid submitted by R. Conway Construction LLC., of \$25,550.

Homeowner, Contractor, and City Staff are in agreement with the negotiations.

## **FISCAL IMPACTS**

Economic Development Revenue line 703-47550 will receive \$7,550 from homeowner for their required contribution prior to work beginning.

The contract will result in an expense to Economic Development, FHLB Grant Expenses 703-501-70550 in the amount of \$25,550.

Upon completion of rehab work on all 4 homes in the round, the City will be able to apply for reimbursement from FHLB in the amount of \$23,000. All of these numbers are subject to change if change orders are necessary to complete the work, but no home will be able to go above \$23,000 for total work performed, unless the homeowner agrees to cover the additional expense. The homeowner agreed to pay the additional \$2,550 cost.

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<b>SUPPORT DOCUMENTS:</b>	Contract between the City, Contractor and Homeowner:
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<b>DEPARTMENT'S RECOMMENDED MOTION:</b>	Move to Approve contract between: R. Conway Construction LLC., John Mooney, 803 W. Glendale St., Salem, MO 65560 and the City of Salem for rehabilitation work through the Affordable Housing Program of the Federal Home Loan Bank of Des Moines for the amount of \$25,550.
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## **RESOLUTION NO. 21-2023**

**A RESOLUTION AUTHORIZING THE MAYOR TO ENTER INTO AN AGREEMENT BETWEEN R. CONWAY CONSTRUCTION LLC (THE “CONTRACTOR”), THE CITY OF SALEM, MISSOURI (THE “CITY”) AND JOHN MOONEY (THE “OWNER”) OF PROPERTY LOCATED AT 803 WEST GLENDALE STREET, SALEM, MISSOURI.**

**WHEREAS**, the Contractor shall comply with all provisions specified in the Rehabilitation Contract for the FHLB (Welcome Home) Housing Program, Exhibit A attached hereto and made part hereof for the total sum of \$25,550.00;

**WHEREAS**, the Contractor will comply with all appropriate specifications and codes referred to and with all regulations, ordinances, and laws of the City, the County, the State of Missouri, and the Federal Government, and permit reasonable inspection of all work by authorized inspectors, and perform the work diligently, in a workmanship manner, using the materials specified;

**WHEREAS**, the Property Owner shall have the right to enter the premises for the purpose of doing work not covered by the Contract Documents. This provision shall not be construed as relieving the Contractor of the sole responsibility for the care and protection of the Work, or the restoration of any damaged Work except such as may be caused by the owner, agents, or employees of the Owner.

**WHEREAS**, the contract price may be changed only by a change order. The value of any work covered by a Change Order or of any claim for increase or decrease in the contract price shall be determined by an agreed lump sum price only.

**NOW THEREFORE, BE IT RESOLVED BY THE BOARD OF ALDERMEN OF THE CITY OF SALEM, MISSOURI, AS FOLLOWS:**

### **Section 1.**

The Agreement made and entered into this day, in consideration of agreements contained herein, the undersigned Contractor, Owner, and City agree to all provision as set forth in EXHIBIT A attached hereto.

**Section 2.**

This Resolution shall take effect and be in full force from and after its passage and approval.

**PASSED BY THE BOARD OF ALDERMEN OF THE CITY OF SALEM,  
MISSOURI, AND APPROVED BY THE MAYOR THIS 23<sup>rd</sup> DAY OF MAY 2023.**

APPROVED:

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**Greg Parker**  
**Mayor**

ATTEST:

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**Tammy Koller**  
**City Clerk**

APPROVAL AS TO FORM:

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**James K. Weber**  
**City Attorney**

## **EXHIBIT A**



**REHABILITATION CONTRACT**  
**For The**  
**FHLB (Welcome Home) Housing Program**

THIS AGREEMENT made and entered into this 23th day of May 2023, by and between **R. Conway Construction LLC**, hereinafter called the "Contractor", and **John Mooney**, hereinafter called the "Owner" of property located at **803 W. Glendale, Salem Mo 65560**, and the City of Salem hereinafter called the "City". In consideration of the mutual promises and agreements contained herein, the undersigned Contractor, Owner, and City agree as follows:

I. The Contractor shall comply with the following provisions:

(1) Labor, Materials, and Work Write-up:

Furnish all labor, materials, supervision and services necessary to do the work specified in the "Work Write-up" (Attachment A) and made a part hereof for the total sum of \$ 25,550.00.

(2) Notice to Proceed and Date of Completion:

Not begin the work to be performed until receipt of written Notice to Proceed, after which the Contractor shall complete said work within the number of days specified on the Notice to Proceed.

(3) Specifications, Codes and Regulations:

Comply with all appropriate specifications and codes referred to and with all regulations, ordinances, and laws of the City, the County, the State of Missouri, and the Federal Government, and permit reasonable inspection of all work by authorized inspectors, and perform the work diligently, in a workmanship manner, using the materials specified.

(4) Insurance:

A. The Contractor shall purchase and maintain such insurance as will protect him from claims set forth below which may arise out of or result from the Contractor's execution of the Work, whether such execution be by himself or by any Subcontractor or by anyone directly or indirectly employed by any of them, or by anyone for whose acts any of them may be liable:

1. Claims under workmen's compensation, disability benefit and other similar employee benefit acts;
2. Claims for damages because of bodily injury, occupational sickness or diseases, or death of his employees;

3. Claims for damages because of bodily injury, sickness or disease, or death of any person other than his employees;
4. Claims for damages insured by usual personal injury liability coverage which are sustained (1) by any person as a result of an offense directly or indirectly related to the employment of such person by the Contractor, or (2) by any other person; and
5. Claims for damages because of injury to or destruction of tangible property, including loss of use resulting therefrom;
6. Bodily injury insurance shall be in the amount of \$100,000.

B. Certificates of Insurance shall be filed with the Administrator (City's Economic Development office) prior to commencement of the work. These Certificates shall contain a provision of coverages afforded under the policies will not be canceled unless at least fifteen (15) days prior Written Notice has been given to the Administrator.

C. The Contractor shall procure and maintain, at his own expense, during the Contract Time, commercial liability insurance in the amount of \$150,000.

D. The Contractor shall procure and maintain at his own expense, during the Contract Time, in accordance with the provisions of the laws of the state in which the work is performed, Workmen's Compensation insurance, including occupational disease provisions, for all of his employees at the site of the project and in case any work is sublet, the Contractor shall require such Subcontractor similarly to provide Workmen's Compensation insurance, including occupational disease provisions for all of the latter's employees unless such employees are covered by the protection afforded by the Contractor. In case any class of employees engaged in hazardous work under this Contract at the site of the project is not protected under Workmen's Compensation statute, the Contractor shall provide, and shall cause each Subcontractor to provide, adequate and suitable insurance for the protection of his employees not otherwise protected.

(5) Permits and Licenses:

Obtain and pay for all permits and licenses necessary for the completion and execution of the work and labor to be performed.

(6) Debris and Material Removal:

Keep the premises clean and orderly during the course of the work and remove all debris as it accumulates. Materials and equipment that have been removed and replaced as part of the work shall belong to the Contractor, unless the Owner stipulates their intent to retain certain material or equipment. Any material or

equipment retained by the Owner shall not be stored outside or in a manner that detracts from the neighborhood.

(7) Assignments and Subcontracts:

Not assign the contract or subcontract any portion of this contract without notification to the Project Administrator. The notification must be addressed to the Project Administrator, Economic Development, 400 N. Iron St., City of Salem, MO 65560. The General Contractor is responsible for all work carried out by any subcontractor.

(8) Subcontracts to City Officials and Employees:

Shall not subcontract any part of the work to be performed under this contract to any officer, or employee of the City of Salem, or their designees or agents, no member of the governing body of said city, and no other official of such locality who exercises any functions or responsibilities with respect to the City, giving rise to this contract during his or her tenure or for one year thereafter.

(9) Guaranty:

The Contractor shall guarantee all materials and equipment furnished and work performed for a period of one (1) year from the date of Final Completion. The Contractor warrants and guarantees for a period of one (1) year from the date of Final Completion of the system that the completed system is free from all defects due to faulty materials or workmanship and the Contractor shall promptly make such corrections as may be necessary by reason of such defects including the repairs of any damages to other parts of the system resulting from such defects. The Owner will give written notice to the Contractor (copy to Administrator) of observed defects with reasonable promptness. In the event that the Contractor should fail to make such repairs, adjustments, or other work that may be made necessary by such defects, within 30 days of written notice, the Owner may do so and charge the Contractor the cost thereby incurred.

(10) Correction of Work:

A. The Contractor shall promptly remove from the premises all Work rejected by the Administrator or Owner for failure to comply with the Contract Documents, whether incorporated in the construction or not, and the Contractor shall promptly replace and re-execute the Work in accordance with the Contract Documents and without expense to the Owner and shall bear the expense of making good all Work of other Contractors destroyed or damaged by such removal or replacement.

B. All removal and replacement Work shall be done at the Contractor's expense. If the Contractor does not take action to remove and repair such rejected

Work within ten (10) days after receipt of Written Notice, the Owner may remove and repair such Work at the expense of the Contractor.

(11) Suspension of Work, Termination and Delay:

A. The Owner may suspend the Work or any portion thereof for a period of not more than ninety days or such further time as agreed upon by the Contractor, by Written Notice to the Contractor, which notice shall fix the date on which Work shall be resumed. The Contractor will resume that Work on the date so fixed. The Contractor will be allowed an increase in the Contract Price or an extension of the Contract Time, or both, directly attributable to any suspension.

B. If the Contractor is adjudged as bankrupt or insolvent, or if he makes a general assignment for the benefit of his creditors, or if a trustee or receiver is appointed for the Contractor or for any of his property, or if he files a petition to take advantage of any debtor's act, or to reorganize under the bankruptcy or applicable laws, or if he repeatedly fails to supply sufficient skilled workmen or suitable materials or equipment, or if he repeatedly fails to make prompt payments to Subcontractors or for labor, materials or equipment or if he disregards laws, ordinances, rules, regulations or orders of any public body having jurisdiction of the Work or if he disregards the authority of the Owner or City, or if the work does not pass inspection by the Project Inspector, or if he otherwise violates any provision of the Contract Documents, then the City may, without prejudice to any other right or remedy and after giving the Contractor and his surety a minimum of ten (10) days from delivery of a Written Notice, terminate the services of the Contractor and take possession of the Project and of all materials, and finish the Work by whatever method he may deem expedient. In such case the Contractor shall not be entitled to receive any further payment until the Work is finished. If the unpaid balance of the Contract Price exceeds the direct and indirect costs of completing the Project, including compensation for indirect costs of completing the project, including compensation for additional professional services, such excess shall be paid to the Contractor. If such costs exceed such unpaid balance, the Contractor will pay the difference to the Owner or City. Such costs incurred by the Owner or City will be determined by the Project Administrator and incorporated in a change order.

C. Where the Contractor's services have been so terminated by the Owner or City, said termination shall not affect any right of the Owner or City against the Contractor then existing or which may thereafter accrue. Any retention or payment of moneys by the City due the Contractor will not release the Contractor from compliance with the Contract Documents, such as guarantees, workmanship, etc.

D. After ten (10) days from delivery of a Written Notice to the Contractor, the Owner may, without cause and without prejudice to any other right or remedy, elect to abandon the Project and terminate the Contract. In such case, the

Contractor shall be paid for all Work executed and any expense sustained plus reasonable profit.

E. If, through no act or fault of the Contractor, the Work is suspended for a period of more than ninety (90) days by the City or under an order of court or other public authority, or the City fails to act on any request for payment within thirty (30) days after it is submitted, or the City fails to pay the sum awarded by arbitrators within thirty (30) days of its approval and presentation, then the Contractor may, after ten (10) days from delivery of Written Notice to the Owner and City, terminate the Contract and recover from the City payment for all Work executed and expenses sustained. In addition and in lieu of terminating the Contract, if the City has failed to act on a request for payment or if the City has failed to make any payment as aforesaid, the Contractor may upon ten (10) days Written Notice to the Owner and City, stop the Work until he has been paid all amounts then due, in which event and upon resumption of the Work, Change Orders shall be issued for adjusting the Contract Price or extending the Contract Time or both to compensate for the costs and delays attributable to stoppage of the Work.

F. If the performance of all or any portion of the Work is suspended, delayed, or interrupted as a result of a failure of the Owner or Administrator to act within the time specified in the Contract Documents, or if no time is specified, within a reasonable time, an adjustment in the Contract Price or an extension of the Contract Time, or both, shall be made by Change Order to compensate the Contractor for the costs and delays necessarily caused by the failure of the Owner or Administrator.

(12) Payments to Contractor:

A. Request for funds will be submitted to the Administrator. The Contractor will submit to the Administrator an invoice for the work performed, in addition to lien waivers covering all supplies, labor, and/or subcontractors used during the project period. The City will only pay for completion of tasks.

B. Upon completion and acceptance of the Work, the Project Inspector shall issue a certificate attached to the final payment request that the Work has been accepted by him under the conditions of the Contract Documents. The entire balance found to be due the Contractor, excluding the lead clearance retainage, and except such sums as may be lawfully retained by the City, shall be paid to the Contractor within thirty (30) days of completion and acceptance of the Work, if the Contractor has provided all required lien releases.

C. The Contractor hereby indemnifies and saves the Owner, the Owner's agents, the City, the City's agents, and Administrator, harmless from all claims growing out of the lawful demands of subcontractors, laborers, workmen, mechanics, material suppliers, and supplies incurred in the furtherance of the

performance of the Work. The Contractor shall, at the Owner's, City's, or Administrator's request, furnish satisfactory evidence that all obligations of the nature designated above have been paid, discharged, or waived. If the Contractor fails to do so, the City may, after having notified the Contractor, either pay unpaid bills or withhold from the Contractor's unpaid compensation a sum of money deemed reasonably sufficient to pay all such lawful claims until satisfactory evidence is furnished that all liabilities have been fully discharged, whereupon payment to the Contractor shall be resumed, in accordance with the terms of the Contract Documents, but in no event shall the provisions of this sentence be construed to impose any obligations upon the Owner or City to either the Contractor, his surety, or any third party. In paying any unpaid bills of the Contractor, any payment so made by the City or Owner shall be considered as a payment made under the Contract Documents by the City or Owner to the Contractor, and the City or Owner shall not be liable to the Contractor for any such payments made in good faith.

(13) Owner's Rights

A. Prior to Substantial Completion, the Owner, with the approval of the Contractor, may use any completed or substantially completed portions of the Work. Such use shall not constitute an acceptance of such portions of the Work.

B. The Owner shall have the right to enter the premises for the purpose of doing work not covered by the Contract Documents. This provision shall not be construed as relieving the Contractor of the sole responsibility for the care and protection of the Work, or the restoration of any damaged Work except such as may be caused by the Owner, agents or employees of the Owner.

(14) Acceptance of Final Payment as Release:

The acceptance by the Contractor of final payment shall be and shall operate as a release to the Owner and City of all claims and all liability to the Contractor other than claims in stated amounts as may be specifically excepted by the Contractor for all things done or furnished in connection with this Work and others relating to or arising out of this Work. Any payment, however, final or otherwise, shall not release the Contractor or his sureties from any obligations under the Contract Documents.

(15) Changes in Work:

The Owner or Project Inspector may at any time, as the need arises, order changes within the scope of the Work without invalidating the Agreement. If such changes increase or decrease the amount due under the Contract Documents, or in the time required for performance of the Work, an equitable adjustment shall be authorized by Change Order. The Contractor shall proceed with the performance of any changes in the Work so ordered by the Owner or Project Inspector. The

Contractor shall comply with all orders issued by the Owner or Project Inspector in relation to carrying out the rehabilitation.

(16) Changes in Contract Price

The Contract Price may be changed only by a Change Order. The value of any Work covered by a Change Order or of any claim for increase or decrease in the Contract Price shall be determined by an agreed lump sum price only.

(17) Time for Completion and Liquidated Damages:

A. The date of beginning and the time for completion of the Work are essential conditions of the Contract Documents and the Work embraced shall be commenced on a date specified in the Notice to Proceed.

B. The Contractor will proceed with the Work at such rate of progress to insure full completion within the Contract Time. It is expressly understood and agreed, by and between the Contractor and the Owner, that the Contract Time for the completion of the Work described herein is a reasonable time, taking into consideration the average climatic and economic conditions and other factors prevailing in the locality of the Work.

C. If the Contractor shall fail to complete the Work within the Contract Time or extension of time granted by the Owner, then the Contractor may be required to pay to the City the amount of \$100/day for liquidated damage for each calendar day that the Contractor shall be in default after the time stipulated in the Contract Documents.

D. The Contractor shall not be charged with liquidated damages or any excess cost when the delay in completion of the Work is due to the following, and the Contractor has promptly given Written Notice of such delay to the Owner and Administrator.

1. To any preference, priority or allocation order duly issued by the Owner.
2. To unforeseeable causes beyond the control and without the fault or negligence of the Contractor, including but not restricted to, acts of God, or of the public enemy, acts of the Owner, acts of another Contractor in the performance of a contract with the Owner, fires, floods, epidemics, quarantine restrictions, strikes, freight embargoes, and adverse weather conditions; and
3. To any delays of Subcontractors occasioned by any of the causes specified in paragraphs 17 D.1. and 17 D.2. of this article.

(18) Equal Opportunity

During the performance of this contract, the Contractor agrees as follows:

A. The Contractor will not discriminate against any employee or applicant for employment because of race, color, religion, religious affiliation, sex, handicap, or national origin. The Contractor will take affirmative action to ensure that applicants are employed, and that employees are treated during employment, without regard to their race, color, religion, religious affiliation, sex, age, handicap or national origin. Such action shall include, but not be limited to, the following: Employment, upgrading, demotion, or transfer; recruitment or recruitment advertising; layoff or termination; rates of pay or other forms of compensation; and selection for training, including apprenticeship. The Contractor agrees to post in conspicuous places, available to employees and applicants for employment, notices to be provided by the Administrator setting forth the provisions of this non-discrimination clause.

B. The Contractor will, in all solicitation or advertisements for employees placed by or on behalf of the Contractor, state that all qualified applicants will receive consideration for employment without regard to race, color, religion, religious affiliation, sex, handicap, or national origin.

C. The Contractor will cause the foregoing provisions to be inserted in all subcontracts for any work covered by this contract so that such provisions will be binding upon each subcontractor, provided that the foregoing provisions shall not apply to contracts or subcontracts for standard commercial supplies or raw materials.

D. The Contractor will comply with all provisions of Executive Order 11246, as amended by Executive Order 12086 and the regulations issued pursuant thereto, and of the rules, regulations and relevant orders of the Secretary of Labor.

E. The Contractor will furnish all information and reports required by Executive Order 11246, as amended by Executive Order 12086, and by the rules, regulations and orders of the Secretary of Labor, or pursuant thereto, and will permit access to his books, records, and accounts by the Owner and the Secretary of Labor for purposes of investigation to ascertain compliance with such rules, regulations and orders.

F. In the event of the Contractors non-compliance with the non-compliance clause of this Agreement or with any of such rules, regulations or orders, this Agreement may be canceled, terminated, or suspended in whole or in part and the Contractor may be declared ineligible for further Government contracts in accordance with procedures authorized in Executive Order 11246, as amended by Executive Order 12086, and such other sanctions may be imposed and remedies invoked as provided in Executive Order 11246, as amended by Executive Order



12086, or by rule, regulation, or order of the Secretary of Labor, or as otherwise provided by law.

G. The Contractor will include the provisions of paragraphs (a) through (g) in every subcontract unless exempted by rules, regulations or orders of the Secretary of Labor issued pursuant to Section 204 of Executive Order 11246, as amended by Executive Order 12086, so that such provisions will be binding upon each subcontractor or vendor. The Contractor will take such action with respect to any subcontract as the Owner may direct as a means of enforcing such provisions including sanctions for non-compliance: Provided, however, that in the event the Contractor becomes involved in, or is threatened with, litigation with a subcontractor as a result of such direction by the Owner, the Contractor may request the United States to enter into such litigation to protect the interests of the United States.

#### Civil Rights Act of 1964

Under Title VI of the Civil Rights Act of 1964, no person shall, on the grounds of race, color, sex, religion, religious affiliation, handicap, or national origin, be excluded from participation in, be denied the benefits of, or be subjected to discrimination under any program or activity receiving Federal financial assistance.

#### Section 109 of the Housing and Community Development Act of 1974

No person in the United States shall on the ground of race, color, sex, religion, religious affiliation, handicap, or national origin be excluded from participation in, be denied the benefits of, or be subjected to discrimination under any program or activity funded in whole or in part with funds made available under this title.

#### "Section 3" Compliance in the Provision of Training, Employment and Business Opportunities

A. The work to be performed under this contract is on a project assisted under a program providing direct Housing and Urban Development and is subject to the requirements of Section 3 of the Housing and Urban Development Act of 1968, as amended, 12 U.S.C. 1701u. Section 3 requires that to the greatest extent feasible opportunities for training and employment be given lower income residents of the project area and contracts for work in connection with the project be awarded to business concerns which are located in, or owned in substantial part by persons residing in the area of the project.

B. The parties to this contract will comply with the provisions of said Section 3 and the regulations issued pursuant thereto by the Secretary of Housing and Urban Development set forth in 24 CFR 135, and all applicable rules and orders of the Department issued thereunder prior to the execution of this contract. The parties

to this contract certify and agree that they are under no contractual or other disability which would prevent them from complying with these requirements.

C. The Contractor will send to each labor organizations or representative of workers with which it has a collective bargaining agreement or other contract or understanding, if any, a notice advising the said labor organization or workers' representative of his commitments under this Section 3 clause and shall post copies of the notice in conspicuous places available to employees and applicants for employment or training.

D. The Contractor will include this Section 3 clause in every subcontract for work in connection with the project and will, at the direction of the applicant for or recipient of Federal financial assistance, take appropriate action pursuant to the subcontract upon a finding that the subcontractor is in violation of regulations issued by the Secretary of Housing and Urban Development, 24 CFR Part 135. The Contractor will not subcontract with any subcontractor where it has notice or knowledge that the latter has been found in violation of regulations under 24 CFR Part 135 and will not let any subcontract unless the subcontractor has first provided it with a preliminary statement of ability to comply with the requirements of these regulations.

E. Compliance with the provisions of Section 3, the regulations set forth in 24 CFR Part 135, and all applicable rules and orders of the Department issued hereunder prior to the execution of the contract, shall be a condition of the federal financial assistance provided to the project, binding upon the applicant or recipient for such assistance, its successors and assigns. Failure to fulfill these requirements shall subject the applicant or recipient, its contractors and subcontractors, its successors and assigns to those sanctions specified by the grant or loan agreement or contract through which federal assistance is provided, and to such sanctions as are specified by 24 CFR Part 135.

No member of the governing body of the locality and no other public official of such locality, who exercises any functions or responsibilities in connection with the planning and carrying out of this program, shall have any personal financial interest, direct or indirect, in this Contract; and the Contractor shall take appropriate steps to assure compliance.

The Contractor covenants that it presently has no interest and shall not acquire interest, direct or indirect, in the study area or any parcels therein or any other interest which would conflict in any manner or degree with the performance of services hereunder. The Contractor further covenants that in the performance of this Contract, no person having any such interest shall be employed.

- (19) Section 503 of Rehabilitation Act of 1973, as amended, provides for nondiscrimination in contractor employment. All recipients of Federal funds must certify to the following in all contracts issued:

### Affirmative Action for Handicapped Workers

- (a) The contractor will not discriminate against any employee or applicant for employment because of physical or mental handicap in regard to any position for which the employee or applicant for employment is qualified. The contractor agrees to take affirmative action to employ, advance in employment and otherwise treat qualified handicapped individuals without discrimination based upon their physical or mental handicap in all employment practices such as the following: Employment upgrading, demotion or transfer, recruitment, advertising, layoff or termination, rates of pay or other forms of compensation, and selection for training, including apprenticeship.
  - (b) The contractor agrees to comply with the rules, regulations, and relevant orders of the Secretary of Labor issued pursuant to the Act.
  - (c) In the event of the contractor's noncompliance with the requirements of this clause, actions for noncompliance may be taken in accordance with the rules, regulations, and relevant orders of the Secretary of Labor issued pursuant to the Act.
  - (d) The contractor agrees to post in conspicuous places, available to employees and applicants for employment, notices in a form to be prescribed by the Director, provided by or through the contracting officer. Such notices shall state the contractor's obligation under the law to take affirmative action to employ and advance in employment qualified handicapped employees and applicants for employment, and the rights of applicants and employees.
  - (e) The contractor will notify each labor union or representative of workers with which it has a collective bargaining agreement or other contract understanding, that the contractor is bound by the terms of Section 503 of the Rehabilitation Act of 1973, and is committed to take affirmative action to employ and advance in employment physically and mentally handicapped individuals.
  - (f) The contractor will include the provisions of this clause in every subcontract or purchase order of \$2,500 or more unless exempted by rules, regulations, or orders of the Secretary issued pursuant to Section 503 of the Act, so that such provisions will be binding upon each subcontractor or vendor. The contractor will take such action with respect to any subcontractor or purchase order as the Director of the Office of Federal Contract Compliance Programs may direct to enforce such provisions, including action for noncompliance.
- (20) Section 504 of the Rehabilitation Act of 1973, as amended, provides for nondiscrimination of an otherwise qualified individual solely on the basis of his/her handicap in benefiting from any program or activity receiving Federal

financial assistance. All recipients must certify to compliance with all provisions of Section 504.

- (21) Age Discrimination Act of 1975. No person in the United States shall, on the basis of age, be excluded from participation in, be denied the benefits of, or be subjected to discrimination under any program or activity receiving Federal financial assistance.

- (22) Training and Employment of Lower Income Residents of Project Area:

A. The Work to be performed under this contract is subject to the requirements of Section 3 of the Housing and Urban Development Act of 1968, as amended, 12 U.S.C. 1701u. Section 3 requires that to the greatest extent feasible, opportunities for training and employment be given lower income residents of the project area and contracts for work in connection with the project be awarded to business concerns which are located in, or owned in substantial part by persons residing in, the area of the project.

B. The parties to this contract will comply with the provisions of said Section 3 and the regulations issued pursuant thereto by the Secretary of Housing and Urban Development and all applicable rules and orders of the Department issued thereunder prior to the execution of this contract. The parties to this contract certify and agree that they are under no contractual or other disability which would prevent them from complying with these requirements.

- (23) Special Conditions Pertaining To Hazards Safety Standards

Lead-Based Paint Hazards

The construction or rehabilitation of residential structures are subject to the HUD Lead-Based Paint regulations, 24 CFR Part 35. The contractor and subcontractor shall comply with the provisions for the elimination of lead-based paint hazards under sub-part B of said regulations. The Administrator will be responsible for the inspections and certifications required under Section 35.14 (f) thereof. The use of lead-based paint is expressly prohibited.

Lead Clearance

A. Contractor is responsible for all construction and clean-up costs needed to obtain lead clearance.

B. The City will pay costs of initial lead clearance lab fees. If the lead clearance test fails, it will be the Contractors responsibility to pay for all subsequent lab fees until clearance is received.

II. The Owner shall:

- (1) Be the only contact in negotiating items of this contract, unless agreed upon by all parties of the contract.
- (2) Permit the Contractor to use at no cost existing utilities such as light, heat, power, and water necessary to the carrying out and completion of work.
- (3) Cooperate with the Contractor to facilitate the performance of the Work, including the removal and replacement of rugs, coverings, and furnishings as necessary.
- (4) Understand that some disruptions to the household will occur throughout the duration of the project, including noise, debris, dust, etc. These are normal aspects of home rehabilitation work.
- (5) The Contractor warrants and guarantees for a period of one (1) year from the date of Final Completion of the system that the completed system is free from all defects due to faulty materials or workmanship and the Contractor shall promptly make such corrections as may be necessary by reason of such defects including the repairs of any damages to other parts of the system resulting from such defects. If defects are observed by the Owner during the one year guarantee period, the Owner must give written notice to the Contractor (copy to Administrator) of observed defects with reasonable promptness.
- (6) Abide by the terms of this contract and allow the rehabilitation to be carried out in accordance with city codes and federal regulations.

### III. General Provisions:

- (1) This contract embodies all the representatives, rights, duties, and obligations of the parties, and any prior oral or written agreement not embodied herein shall not be binding upon or endure to the benefit of any of the parties.
- (2) The Contractor agrees to perform the Work required by this contract, and the Owner agrees that neither he/she nor the members of his/her family, tenants, agents, or employees will hinder the Contractor in his Work or the Project Inspector in carrying out project requirements and city codes and policies.
- (3) No member, officer, or employee of the Grantee, or its designees or agents, no member of the Governing Body of the locality in which the program is situated, and no other public official of such locality or localities who exercises any functions or responsibilities with respect to the program during his tenure or for one year thereafter, shall have any interest, direct or indirect, in any contract or subcontract, or the proceeds thereof, for work to be performed in connection with the program assisted under the Agreement.

**THIS CONTRACT AND ALL TERMS AND CONDITIONS CONTAINED HEREIN ARE APPROVED  
AND ACCEPTED AS OF THE DATE FIRST WRITTEN.**

Randy Conway

R. Conway Construction LLC  
Contractor

\_\_\_\_\_  
Signature of Contractor

\_\_\_\_\_  
Date

249 CR 5140, Salem, MO 65560  
Address

573-247-6468  
Telephone

John Mooney  
Owner

\_\_\_\_\_  
Signature

\_\_\_\_\_  
Date

803 W. Glendale St., Salem, MO 65560  
Address

573-851-9365  
Telephone

City of Salem

\_\_\_\_\_  
Mayor

\_\_\_\_\_  
Date

400 N, Iron St., Salem, MO 65560  
Address

573-729-2428  
Telephone

**FEDERAL HOME LOAN BANK PROGRAM**

Salem, MO

**REHABILITATION PROJECT**

**Note: This unit may contain Lead Based Paint**

**BIDS MUST BE ON THIS BID SHEET!!!!**

**BID SPECIFICATIONS: All items may not be awarded.**

Please Note: Contractor is required to show unit price and total cost for each line item. Failure to do so may render your bid unacceptable. In case of a discrepancy between the unit price and the total cost, the unit price shall be considered to be the bid.

Owner: John Mooney

Address: 803 W Glendale, Salem, MO

INSPECTED BY: Cantrell

ALLOTTED DAYS: 30

Code: 2616

**Contractor will be responsible for all measurements and debris removal**

	Cost				Total Cost
<b>Floor:</b> Remove areas of floor so to be able to access crawl space. Replace all damaged beams, joist and other materials. Jack up floors to level. Install new subflooring and under layment in areas where flooring was removed to access crawl space, to be flush with existing flooring. Install new floor covering in all rooms where flooring was removed. Submit a price break out of the following: #1 Vinyl floor covering. #2 foam back carpet. #3 vinyl plank. Owners choice of color or all floor covering.					\$ 7500 <sup>00</sup>
<b>Electrical:</b> Install GFCI outlets in bathrooms and kitchen to NEC Code.					\$ 150 <sup>00</sup>
<b>Windows:</b> Remove existing windows and dispose of. Install vinyl Low-E double hung replacement tilt in windows to manufactures spec. Wrap all exterior wood work with metal and caulk. <b>Confirm emergency egress and rescue opening requirements are met at bedroom windows (24" min high X 20" min wide and 5.0 SF (at grade)/5.7 SF (not at grade) opening per IBC Sect 1029).</b>					\$ 8000
<b>Sump Pump &amp; Plumbing:</b> Remove existing unit. Install new pump drained to the exterior per City Code. Check for any plumbing leaks under unit repair if needed. Relocate drain line that is exposed in rear of unit to the crawl space.					\$ 500 <sup>00</sup>
<b>Roof:</b> Remove existing shingles and dispose of ( <b>Landfill receipts must be given to the inspector</b> ) Replace any rot damage. Install 15 lb felt paper, metal roof edge and 30 year or better asphalt shingles with all required flashing nailed not stapled all to manufactures spec.					\$ 6,000
<b>Doors:</b> Remove existing front, side and rear exterior door units. Install metal door units complete with locking knobs and dead bolts all keyed alike. Front and rear doors will have fan type windows. Install vinyl storm doors complete with closures and chains.					\$ 2500 <sup>00</sup>
<b>Cistern:</b> Pump cistern in rear dry of water (if any) with clay and install top soil, seed and straw. This will follow City requirements if any.					\$ 1,000 <sup>00</sup>

All units will have house numbers visible from the street upon completion of the project. House numbers will be a min of 4" high, in a color contrasting the surrounding structure and must be able to be illuminated at dark.

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All work to meet IRC 2012 and NEC 2011 at a minimum or more current if required by local municipality. ALL QUANTITIES AND MEASUREMENTS ARE APPROXIMATE. IT IS THE CONTRACTORS RESPONSIBILITY TO OBTAIN EXACT MEASUREMENTS AND QUANTITIES AND CITY PERMITS. CHANGE ORDERS WILL NOT BE ISSUED FOR CONTRACTOR MISCALCULATION.

Total Bid Price In Words:

Twenty ~~Five~~<sup>Six</sup> Thousand Four Hundred Ten.

Contractor Name:

Randy Conway

Company Name:

R-Conway Construction LLC

Mailing Address:

249 CR 5140 Salem

Phone Number:

573-247-6468

Fax Number:

Email Address:

randy.conway45@gmail.com

Delivery Date :

3-23-23

Total Bid Amount \$25,550.00

Bidders will not be allowed to withdraw their bid within 30 days after the bid opening. Doing so may result in an inability to bid on any of MRPC administered projects for one year following the withdrawn bid. In addition, successful bidders who refuse to execute the contract documents may not be allowed to bid on any MRPC administered projects for one year.



# Staff Summary Report

<b>MEETING DATE:</b>	May 23, 2023
<b>AGENDA ITEM:</b>	New and Miscellaneous Business
<b>AGENDA TITLE:</b>	Welcome Home Bid Approval
<b>ACTION REQUESTED BY:</b>	Economic Development
<b>ACTION REQUESTED:</b>	Approve Welcome Home Bids for 708 E. 4 <sup>th</sup> Street
<b>SUMMARY BY:</b>	Missy Canaday

## PROJECT DESCRIPTION / FACTS

In partnership with Riverways Federal Credit Union (FCU) the City of Salem submitted application to the Affordable Housing Program through the Federal Home Loan Bank of Des Moines in May of 2021.

Notification was received January 25, 2022, that the application was funded.

Effective dates of the agreement/program: February 1, 2022 through February 1, 2024.

Bid Specifications for Home Rehabilitation work were prepared by Chuck Cantrell with MRPC. The FHLB grant agreement required a HUD Certified building inspector for the project and we have a contract with MRPC to use Mr. Cantrell's services for this program.

Total Development Cost - \$625,000.00  
(\$500,000.00 AHP Grant + \$125,000.00 Owner funds)

Owner Occupied Housing Breakout = 25 Homes		Total Housing Units	Units in Process	Units Completed
Less than or equal to 50% AMI (Area Median Income)		6	2	1
Less than or equal to 80% AMI (All participants in the program must meet this income threshold in addition to any other category)	Veteran Owned	6	3	
	Special Needs*	6	3	
		7	3	

There are anticipated to be 5 Rounds or groups of homes, 4 homes each except for the last which will be 5 homes.

This Staff Summary and supporting documentation is for 1 of the homes in Round #3. The homeowner is in agreement with the staff recommendation for acceptance of the bids.

## PROCUREMENT

Request for Bids was advertised in The Salem News beginning March 7, 2023, and was posted on the City's website.

A pre-bid walk through of the 6 homes (this home and 3 others from Rd #3 and 2 homes from Rd #2) was done on March 10, 2023.

Sealed Bids were due March 24, 2023 and opened at 10 am at the MRPC office in St. James

<b>FISCAL IMPACTS</b>
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See Additional Agenda Items for Contracts and Fiscal Impacts

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**SUPPORT DOCUMENTS:** Bids are listed below in order of staff and homeowner recommendation:

708 E. 4<sup>th</sup> Street Bids:

Mid Missouri Renovations - \$24,480.00

Jeff Kirker Electric– \$2175.00

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**DEPARTMENT’S RECOMMENDED MOTION** Move to Approve the bid from Mid Missouri Renovations for 708 E. 4<sup>th</sup> St, Salem, MO. rehabilitation work and reject the bid from Jeff Kirker Electric.

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L HOME LOAN BANK PROGRAM  
Salem, MO  
REHABILITATION PROJECT

**Note: This unit may contain Lead Based Paint**  
**BIDS MUST BE ON THIS BID SHEET!!!!**

Owner: Jackie Halbrook  
Address: 708 E 4th St. Salem, MO  
INSPECTED BY: Cantrell  
ALLOTTED DAYS: 30  
Code: 2616

**BID SPECIFICATIONS: All items may not be awarded.**

Please Note: Contractor is required to show unit price and total cost for each line item. Failure to do so may render your bid unacceptable. In case of a discrepancy between the unit price and the total cost, the unit price shall be considered to be the bid.

Contractor will be responsible for all measurements and debris removal	Cost				Total Cost
<b>Floor Rear Room:</b> Replace/repair all rot damaged sill and band boards in area where floor is not finished. Install joist where needed. Install OSB matching flush with existing.					
<b>Electrical:</b> Install a 200 amp service and box complete with breakers and label each. Install GFCI outlets in bathrooms and kitchen to NEC Code and City Codes. Install a 3 bulb light bar above med cabinet in bathroom on it's own switch.	3,650.00				3,650.00
<b>Utility:</b> Relocate washer, dryer and water heater to marked areas in utility room. Complete with all electrical and plumbing hookups.	1,930.00				1,930.00
<b>Rear Room Walls:</b> Remove all drywall from walls and ceilings and dispose of.					
<b>HVAC 1:</b> Install HVAC system owner has on hand complete with all accessories. <b>There can be no warranty for this work.</b>					
<b>HVAC 2:</b> Install a new elec. Furnace and AC complete with duct work and all accessories. Unit will be large enough to heat and cool the unit.	17,800.00				17,800.00
<b>HVAC 3:</b> Mini Split 3 Ton Unit: Install exterior unit at the end of the building if possible. Install all wiring, breakers, supply lines and drain lines to manufactures spec. Exterior units will be set on pre-formed pads to the following: Top of pads will be sloped 1% min. -2% max. away from the building and 3" min. above adjacent grade (IMC 304.10). Units shall be set at the end of each building if possible. Heads: Install heads in the living room, bedrooms, utility and rear room all mounted to the wall against the ceiling, complete with controls, mounted at 48" max. AFF. All insulation will be to manufactures spec.					
<b>HVAC 4:</b> Mini Split 3 Ton Unit: Install exterior unit at the end of the building if possible. Install all wiring, breakers, supply lines and drain lines to manufactures spec. Exterior units will be set on pre-formed pads to the following: Top of pads will be sloped 1% min. -2% max. away from the building and 3" min. above adjacent grade. This unit will be the type that connects to duct work in the attic which must be installed. All insulation will be to manufactures spec.					

<b>Door:</b> Remove existing front exterior door unit. Install a new metal exterior door unit with rot free threshold and plastic brickmold.. Repair all rot damaged flooring. Install metal door unit complete with locking knob and dead bolt all keyed alike. Door will have fan type windows.					
<b>Bathroom:</b> Install a light fan and heater combo in the ceiling on it's own switch and the exhaust fan vented to the exterior with a cover installed.	1,100.00 1100				1,100.00
<b>Guttering:</b> Install missing metal fascia on front of building. Install new pre-finished .27" min. aluminum seamless (6") guttering with over sized down-spouts on the front of the building. Provide all hardware and trim as required for complete installation. Ensure all areas are properly secured per manufacturers' instructions. Lap the back edge of gutter behind the bottom leg of the metal fascia cap; if the drip edge doesn't extend far enough, provide metal flashing as necessary (lapped behind the drop edge and over the back leg of the gutter). Provide down spout extensions so water runs away from the building.					
<b>Flashing:</b> Along the front of the unit from where concrete starts at the entry door to the left corner, install flashing. Flashing will run up wall 6" and run 4" over the concrete. Seal and water proof under flashing and secure to wall and to concrete. There shall be no tripping hazard on concrete.					
All units will have house numbers visible from the street upon completion of the project. House numbers will be a min of 4" high, in a color contrasting the surrounding structure and must be able to be illuminated at dark.					

All work to meet IRC 2012 and NEC 2011 at a minimum or more current if required by local municipality. ALL QUANTITIES AND MEASUREMENTS ARE APPROXIMATE. IT IS THE CONTRACTORS RESPONSIBILITY TO OBTAIN EXACT MEASUREMENTS AND QUANTITIES AND CITY PERMITS. CHANGE ORDERS WILL NOT BE ISSUED FOR CONTRACTOR MISCALCULATION.

Total Bid Price In Words: Twenty Four Thousand Four hundred eighty dollars

Contractor Name: Martin Kulin

Company Name: Mid Missouri Renovations

Total Bid Amount: 24,480.00

Mailing Address: 304 East 14th St Salem MO

Phone Number: 573-247-2562

Fax Number: NA

Email Address: Martin.Kulin3@gmail.com

Delivery Date :

Bidders will not be allowed to withdraw their bid within 30 days after the bid opening. Doing so may result in an inability to bid on any of MRPC administered projects for one year following the withdrawn bid. In addition, successful bidders who refuse to execute the contract documents may not be allowed to bid on any MRPC administered projects for one year.

**FEDERAL HOME LOAN BANK PROGRAM**

Salem, MO

**REHABILITATION PROJECT****Note: This unit may contain Lead Based Paint****BIDS MUST BE ON THIS BID SHEET!!!!****BID SPECIFICATIONS: All items may not be awarded.**

Please Note: Contractor is required to show unit price and total cost for each line item. Failure to do so may render your bid unacceptable. In case of a discrepancy between the unit price and the total cost, the unit price shall be considered to be the bid.

Owner: Jackie Halbrook

Address: 708 E 4th St. Salem, MO

INSPECTED BY: Cantrell

ALLOTTED DAYS: 30

Code: 2616

Contractor will be responsible for all measurements and debris removal	Cost				Total Cost
<b>Floor Rear Room:</b> Replace/repair all rot damaged sill and band boards in area where floor is not finished. Install joist where needed. Install OSB matching flush with existing.					
<b>Electrical:</b> Install a 200 amp service and box complete with breakers and label each. Install GFCI outlets in bathrooms and kitchen to NEC Code and City Codes. Install a 3 bulb light bar above med cabinet in bathroom on it's own switch.	150 <sup>00</sup> 175 <sup>00</sup>	1500 <sup>00</sup>			1825 <sup>00</sup>
<b>Utility:</b> Relocate washer, dryer and water heater to marked areas in utility room. Complete with all electrical and plumbing hookups.					
<b>Rear Room Walls:</b> Remove all drywall from walls and ceilings and dispose of.					
<b>HVAC 1:</b> Install HVAC system owner has on hand complete with all accessories. <b>There can be no warranty for this work.</b>					
<b>HVAC 2:</b> Install a new elec. Furnace and AC complete with duct work and all accessories. Unit will be large enough to heat and cool the unit.					
<b>HVAC 3:</b> Mini Split 3 Ton Unit: Install exterior unit at the end of the building if possible. Install all wiring, breakers, supply lines and drain lines to manufactures spec. Exterior units will be set on pre-formed pads to the following: Top of pads will be sloped 1% min. -2% max. away from the building and 3" min. above adjacent grade (IMC 304.10)." Units shall be set at the end of each building if possible. Heads: Install heads in the living room, bedrooms, utility and rear room all mounted to the wall against the ceiling, complete with controls, mounted at 48" max. AFF. All insulation will be to manufactures spec.					
<b>HVAC 4:</b> Mini Split 3 Ton Unit: Install exterior unit at the end of the building if possible. Install all wiring, breakers, supply lines and drain lines to manufactures spec. Exterior units will be set on pre-formed pads to the following: Top of pads will be sloped 1% min. -2% max. away from the building and 3" min. above adjacent grade. This unit will be the type that connects to duct work in the attic which must be installed. All insulation will be to manufactures spec.					

PHELPS  
ST. JAMES

MAR 2

RECEIVED

**Door:** Remove existing front exterior door unit. Install a new metal exterior door unit with rot free threshold and plastic brickmold.. Repair all rot damaged flooring. Install metal door unit complete with locking knob and dead bolt all keyed alike. Door will have fan type windows.

**Bathroom:** Install a light fan and heater combo in the ceiling on it's own switch and the exhaust fan vented to the exterior with a cover installed.

**Guttering:** Install missing metal fascia on front of building. Install new pre-finished .27" min. aluminum seamless (6") guttering with over sized down-spouts on the front of the building. Provide all hardware and trim as required for complete installation. Ensure all areas are properly secured per manufacturers' instructions. Lap the back edge of gutter behind the bottom leg of the metal fascia cap; If the drip edge doesn't extend far enough, provide metal flashing as necessary (lapped behind the drop edge and over the back leg of the gutter). Provide down spout extensions so water runs away from the building.

**Flashing:** Along the front of the unit from where concrete starts at the entry door to the left corner, install flashing. Flashing will run up wall 6" and run 4" over the concrete. Seal and water proof under flashing and secure to wall and to concrete. There shall be no tripping hazard on concrete.

All units will have house numbers visible from the street upon completion of the project. House numbers will be a min of 4" high, in a color contrasting the surrounding structure and must be able to be illuminated at dark.

3500

3500

All work to meet IRC 2012 and NEC 2011 at a minimum or more current if required by local municipality. ALL QUANTITIES AND MEASUREMENTS ARE APPROXIMATE. IT IS THE CONTRACTORS RESPONSIBILITY TO OBTAIN EXACT MEASUREMENTS AND QUANTITIES AND CITY PERMITS. CHANGE ORDERS WILL NOT BE ISSUED FOR CONTRACTOR MISCALCULATION.

Total Bid Price In Words: Two Thousand one hundred seventy five dollars

Contractor Name: Jeff Kierker

Company Name: Kierker Electric

Total Bid Amount: 217500

Mailing Address: 3302 Co. Rd 4220 Salem

Phone Number: 573-247-2458

Fax Number: \_\_\_\_\_

Email Address: JKierker68@gmail.com

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

Bidders will not be allowed to withdraw their bid within 30 days after the bid opening. Doing so may result in an inability to bid on any of MRPC administered projects for one year following the withdrawn bid. In addition, successful bidders who refuse to execute the contract documents may not be allowed to bid on any MRPC administered projects for one year.

# Staff Summary Report

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**MEETING DATE:** May 23, 2023  
**AGENDA ITEM:** New and Miscellaneous Business  
**AGENDA TITLE:** Resolution No. 22-2023

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**ACTION REQUESTED BY:** Economic Development  
**ACTION REQUESTED:** Approve WH Rehabilitation Contract 708 E.4<sup>th</sup> Street.  
**SUMMARY BY:** Sally Burbridge

## **PROJECT DESCRIPTION / FACTS**

The AHP program is a partial grant funded home rehabilitation program. The contracts are between the City, the homeowner, and the contractor. Participating homeowners are responsible for 20% of the total cost of rehabilitation work done and administration costs, to be paid to the City of Salem prior to work beginning (maximum of \$5,000 owner contribution). The remaining costs are covered by the grant funds, up to \$20,000. This gives a total of \$25,000 (with \$2,000 or 12% going to the City of Salem for administration costs) per home.

## **PROCUREMENT**

Request for Bids was advertised in The Salem News on March 7, 2023<sup>h</sup> and was posted on the City's website.

A pre-bid walk through of 6 homes was done on March 10, 2023.

Sealed Bids were due March 24 and opened at 10 am.

The homeowner chose to negotiate the work items on the bid submitted by Mid Missouri Renovations.

Homeowner, Contractor, and City Staff are in agreement with the negotiations and recommended contract..

## **FISCAL IMPACTS**

Economic Development Revenue line 703-47550 will receive \$4,896 from homeowner for their required contribution prior to work beginning.

The contract will result in an expense to Economic Development, FHLB Grant Expenses 703-501-70550 in the amount of \$22,480.

Upon completion of rehab work on all 4 homes in the round, the City will be able to apply for reimbursement from FHLB in the amount of \$17,584. All of these numbers are subject to change if change orders are necessary to complete the work, but no home will be able to go above \$23,000 for total work performed, unless the homeowner agrees to cover the additional expense.

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**SUPPORT DOCUMENTS:** Contract between the City, Contractor and Homeowner:

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**DEPARTMENT'S RECOMMENDED MOTION:** Move to Approve contract between: Mid Missouri Renovations, Jacqueline Halbrook, 708 E. 4<sup>th</sup> St., Salem, MO 65560 and the City of Salem for rehabilitation work through the Affordable Housing Program of the Federal Home Loan Bank of Des Moines for the amount of \$22,480.00.

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**REHABILITATION CONTRACT**  
**For The**  
**FHLB (Welcome Home) Housing Program**

THIS AGREEMENT made and entered into this 23th day of May 2023, by and between **Mid Missouri Renovations**, hereinafter called the "Contractor", and **Jacqueline Halbrook**, hereinafter called the "Owner" of property located at **708 E. 4<sup>th</sup> Street, Salem MO 65560**, and the City of Salem hereinafter called the "City". In consideration of the mutual promises and agreements contained herein, the undersigned Contractor, Owner, and City agree as follows:

I. The Contractor shall comply with the following provisions:

(1) Labor, Materials, and Work Write-up:

Furnish all labor, materials, supervision and services necessary to do the work specified in the "Work Write-up" (Attachment A) and made a part hereof for the total sum of \$ 22,480.00.

(2) Notice to Proceed and Date of Completion:

Not begin the work to be performed until receipt of written Notice to Proceed, after which the Contractor shall complete said work within the number of days specified on the Notice to Proceed.

(3) Specifications, Codes and Regulations:

Comply with all appropriate specifications and codes referred to and with all regulations, ordinances, and laws of the City, the County, the State of Missouri, and the Federal Government, and permit reasonable inspection of all work by authorized inspectors, and perform the work diligently, in a workmanship manner, using the materials specified.

(4) Insurance:

A. The Contractor shall purchase and maintain such insurance as will protect him from claims set forth below which may arise out of or result from the Contractor's execution of the Work, whether such execution be by himself or by any Subcontractor or by anyone directly or indirectly employed by any of them, or by anyone for whose acts any of them may be liable:

1. Claims under workmen's compensation, disability benefit and other similar employee benefit acts;
2. Claims for damages because of bodily injury, occupational sickness or diseases, or death of his employees;



3. Claims for damages because of bodily injury, sickness or disease, or death of any person other than his employees;
4. Claims for damages insured by usual personal injury liability coverage which are sustained (1) by any person as a result of an offense directly or indirectly related to the employment of such person by the Contractor, or (2) by any other person; and
5. Claims for damages because of injury to or destruction of tangible property, including loss of use resulting therefrom;
6. Bodily injury insurance shall be in the amount of \$100,000.

B. Certificates of Insurance shall be filed with the Administrator (City's Economic Development office) prior to commencement of the work. These Certificates shall contain a provision of coverages afforded under the policies will not be canceled unless at least fifteen (15) days prior Written Notice has been given to the Administrator.

C. The Contractor shall procure and maintain, at his own expense, during the Contract Time, commercial liability insurance in the amount of \$150,000.

D. The Contractor shall procure and maintain at his own expense, during the Contract Time, in accordance with the provisions of the laws of the state in which the work is performed, Workmen's Compensation insurance, including occupational disease provisions, for all of his employees at the site of the project and in case any work is sublet, the Contractor shall require such Subcontractor similarly to provide Workmen's Compensation insurance, including occupational disease provisions for all of the latter's employees unless such employees are covered by the protection afforded by the Contractor. In case any class of employees engaged in hazardous work under this Contract at the site of the project is not protected under Workmen's Compensation statute, the Contractor shall provide, and shall cause each Subcontractor to provide, adequate and suitable insurance for the protection of his employees not otherwise protected.

(5) Permits and Licenses:

Obtain and pay for all permits and licenses necessary for the completion and execution of the work and labor to be performed.

(6) Debris and Material Removal:

Keep the premises clean and orderly during the course of the work and remove all debris as it accumulates. Materials and equipment that have been removed and replaced as part of the work shall belong to the Contractor, unless the Owner stipulates their intent to retain certain material or equipment. Any material or

equipment retained by the Owner shall not be stored outside or in a manner that detracts from the neighborhood.

(7) Assignments and Subcontracts:

Not assign the contract or subcontract any portion of this contract without notification to the Project Administrator. The notification must be addressed to the Project Administrator, Economic Development, 400 N. Iron St., City of Salem, MO 65560. The General Contractor is responsible for all work carried out by any subcontractor.

(8) Subcontracts to City Officials and Employees:

Shall not subcontract any part of the work to be performed under this contract to any officer, or employee of the City of Salem, or their designees or agents, no member of the governing body of said city, and no other official of such locality who exercises any functions or responsibilities with respect to the City, giving rise to this contract during his or her tenure or for one year thereafter.

(9) Guaranty:

The Contractor shall guarantee all materials and equipment furnished and work performed for a period of one (1) year from the date of Final Completion. The Contractor warrants and guarantees for a period of one (1) year from the date of Final Completion of the system that the completed system is free from all defects due to faulty materials or workmanship and the Contractor shall promptly make such corrections as may be necessary by reason of such defects including the repairs of any damages to other parts of the system resulting from such defects. The Owner will give written notice to the Contractor (copy to Administrator) of observed defects with reasonable promptness. In the event that the Contractor should fail to make such repairs, adjustments, or other work that may be made necessary by such defects, within 30 days of written notice, the Owner may do so and charge the Contractor the cost thereby incurred.

(10) Correction of Work:

A. The Contractor shall promptly remove from the premises all Work rejected by the Administrator or Owner for failure to comply with the Contract Documents, whether incorporated in the construction or not, and the Contractor shall promptly replace and re-execute the Work in accordance with the Contract Documents and without expense to the Owner and shall bear the expense of making good all Work of other Contractors destroyed or damaged by such removal or replacement.

B. All removal and replacement Work shall be done at the Contractor's expense. If the Contractor does not take action to remove and repair such rejected

Work within ten (10) days after receipt of Written Notice, the Owner may remove and repair such Work at the expense of the Contractor.

(11) Suspension of Work, Termination and Delay:

A. The Owner may suspend the Work or any portion thereof for a period of not more than ninety days or such further time as agreed upon by the Contractor, by Written Notice to the Contractor, which notice shall fix the date on which Work shall be resumed. The Contractor will resume that Work on the date so fixed. The Contractor will be allowed an increase in the Contract Price or an extension of the Contract Time, or both, directly attributable to any suspension.

B. If the Contractor is adjudged as bankrupt or insolvent, or if he makes a general assignment for the benefit of his creditors, or if a trustee or receiver is appointed for the Contractor or for any of his property, or if he files a petition to take advantage of any debtor's act, or to reorganize under the bankruptcy or applicable laws, or if he repeatedly fails to supply sufficient skilled workmen or suitable materials or equipment, or if he repeatedly fails to make prompt payments to Subcontractors or for labor, materials or equipment or if he disregards laws, ordinances, rules, regulations or orders of any public body having jurisdiction of the Work or if he disregards the authority of the Owner or City, or if the work does not pass inspection by the Project Inspector, or if he otherwise violates any provision of the Contract Documents, then the City may, without prejudice to any other right or remedy and after giving the Contractor and his surety a minimum of ten (10) days from delivery of a Written Notice, terminate the services of the Contractor and take possession of the Project and of all materials, and finish the Work by whatever method he may deem expedient. In such case the Contractor shall not be entitled to receive any further payment until the Work is finished. If the unpaid balance of the Contract Price exceeds the direct and indirect costs of completing the Project, including compensation for indirect costs of completing the project, including compensation for additional professional services, such excess shall be paid to the Contractor. If such costs exceed such unpaid balance, the Contractor will pay the difference to the Owner or City. Such costs incurred by the Owner or City will be determined by the Project Administrator and incorporated in a change order.

C. Where the Contractor's services have been so terminated by the Owner or City, said termination shall not affect any right of the Owner or City against the Contractor then existing or which may thereafter accrue. Any retention or payment of moneys by the City due the Contractor will not release the Contractor from compliance with the Contract Documents, such as guarantees, workmanship, etc.

D. After ten (10) days from delivery of a Written Notice to the Contractor, the Owner may, without cause and without prejudice to any other right or remedy, elect to abandon the Project and terminate the Contract. In such case, the

Contractor shall be paid for all Work executed and any expense sustained plus reasonable profit.

E. If, through no act or fault of the Contractor, the Work is suspended for a period of more than ninety (90) days by the City or under an order of court or other public authority, or the City fails to act on any request for payment within thirty (30) days after it is submitted, or the City fails to pay the sum awarded by arbitrators within thirty (30) days of its approval and presentation, then the Contractor may, after ten (10) days from delivery of Written Notice to the Owner and City, terminate the Contract and recover from the City payment for all Work executed and expenses sustained. In addition and in lieu of terminating the Contract, if the City has failed to act on a request for payment or if the City has failed to make any payment as aforesaid, the Contractor may upon ten (10) days Written Notice to the Owner and City, stop the Work until he has been paid all amounts then due, in which event and upon resumption of the Work, Change Orders shall be issued for adjusting the Contract Price or extending the Contract Time or both to compensate for the costs and delays attributable to stoppage of the Work.

F. If the performance of all or any portion of the Work is suspended, delayed, or interrupted as a result of a failure of the Owner or Administrator to act within the time specified in the Contract Documents, or if no time is specified, within a reasonable time, an adjustment in the Contract Price or an extension of the Contract Time, or both, shall be made by Change Order to compensate the Contractor for the costs and delays necessarily caused by the failure of the Owner or Administrator.

(12) Payments to Contractor:

A. Request for funds will be submitted to the Administrator. The Contractor will submit to the Administrator an invoice for the work performed, in addition to lien waivers covering all supplies, labor, and/or subcontractors used during the project period. The City will only pay for completion of tasks.

B. Upon completion and acceptance of the Work, the Project Inspector shall issue a certificate attached to the final payment request that the Work has been accepted by him under the conditions of the Contract Documents. The entire balance found to be due the Contractor, excluding the lead clearance retainage, and except such sums as may be lawfully retained by the City, shall be paid to the Contractor within thirty (30) days of completion and acceptance of the Work, if the Contractor has provided all required lien releases.

C. The Contractor hereby indemnifies and saves the Owner, the Owner's agents, the City, the City's agents, and Administrator, harmless from all claims growing out of the lawful demands of subcontractors, laborers, workmen, mechanics, material suppliers, and supplies incurred in the furtherance of the

performance of the Work. The Contractor shall, at the Owner's, City's, or Administrator's request, furnish satisfactory evidence that all obligations of the nature designated above have been paid, discharged, or waived. If the Contractor fails to do so, the City may, after having notified the Contractor, either pay unpaid bills or withhold from the Contractor's unpaid compensation a sum of money deemed reasonably sufficient to pay all such lawful claims until satisfactory evidence is furnished that all liabilities have been fully discharged, whereupon payment to the Contractor shall be resumed, in accordance with the terms of the Contract Documents, but in no event shall the provisions of this sentence be construed to impose any obligations upon the Owner or City to either the Contractor, his surety, or any third party. In paying any unpaid bills of the Contractor, any payment so made by the City or Owner shall be considered as a payment made under the Contract Documents by the City or Owner to the Contractor, and the City or Owner shall not be liable to the Contractor for any such payments made in good faith.

(13) Owner's Rights

A. Prior to Substantial Completion, the Owner, with the approval of the Contractor, may use any completed or substantially completed portions of the Work. Such use shall not constitute an acceptance of such portions of the Work.

B. The Owner shall have the right to enter the premises for the purpose of doing work not covered by the Contract Documents. This provision shall not be construed as relieving the Contractor of the sole responsibility for the care and protection of the Work, or the restoration of any damaged Work except such as may be caused by the Owner, agents or employees of the Owner.

(14) Acceptance of Final Payment as Release:

The acceptance by the Contractor of final payment shall be and shall operate as a release to the Owner and City of all claims and all liability to the Contractor other than claims in stated amounts as may be specifically excepted by the Contractor for all things done or furnished in connection with this Work and others relating to or arising out of this Work. Any payment, however, final or otherwise, shall not release the Contractor or his sureties from any obligations under the Contract Documents.

(15) Changes in Work:

The Owner or Project Inspector may at any time, as the need arises, order changes within the scope of the Work without invalidating the Agreement. If such changes increase or decrease the amount due under the Contract Documents, or in the time required for performance of the Work, an equitable adjustment shall be authorized by Change Order. The Contractor shall proceed with the performance of any changes in the Work so ordered by the Owner or Project Inspector. The

Contractor shall comply with all orders issued by the Owner or Project Inspector in relation to carrying out the rehabilitation.

(16) Changes in Contract Price

The Contract Price may be changed only by a Change Order. The value of any Work covered by a Change Order or of any claim for increase or decrease in the Contract Price shall be determined by an agreed lump sum price only.

(17) Time for Completion and Liquidated Damages:

A. The date of beginning and the time for completion of the Work are essential conditions of the Contract Documents and the Work embraced shall be commenced on a date specified in the Notice to Proceed.

B. The Contractor will proceed with the Work at such rate of progress to insure full completion within the Contract Time. It is expressly understood and agreed, by and between the Contractor and the Owner, that the Contract Time for the completion of the Work described herein is a reasonable time, taking into consideration the average climatic and economic conditions and other factors prevailing in the locality of the Work.

C. If the Contractor shall fail to complete the Work within the Contract Time or extension of time granted by the Owner, then the Contractor may be required to pay to the City the amount of \$100/day for liquidated damage for each calendar day that the Contractor shall be in default after the time stipulated in the Contract Documents.

D. The Contractor shall not be charged with liquidated damages or any excess cost when the delay in completion of the Work is due to the following, and the Contractor has promptly given Written Notice of such delay to the Owner and Administrator.

1. To any preference, priority or allocation order duly issued by the Owner.
2. To unforeseeable causes beyond the control and without the fault or negligence of the Contractor, including but not restricted to, acts of God, or of the public enemy, acts of the Owner, acts of another Contractor in the performance of a contract with the Owner, fires, floods, epidemics, quarantine restrictions, strikes, freight embargoes, and adverse weather conditions; and
3. To any delays of Subcontractors occasioned by any of the causes specified in paragraphs 17 D.1. and 17 D.2. of this article.

(18) Equal Opportunity

During the performance of this contract, the Contractor agrees as follows:

A. The Contractor will not discriminate against any employee or applicant for employment because of race, color, religion, religious affiliation, sex, handicap, or national origin. The Contractor will take affirmative action to ensure that applicants are employed, and that employees are treated during employment, without regard to their race, color, religion, religious affiliation, sex, age, handicap or national origin. Such action shall include, but not be limited to, the following: Employment, upgrading, demotion, or transfer; recruitment or recruitment advertising; layoff or termination; rates of pay or other forms of compensation; and selection for training, including apprenticeship. The Contractor agrees to post in conspicuous places, available to employees and applicants for employment, notices to be provided by the Administrator setting forth the provisions of this non-discrimination clause.

B. The Contractor will, in all solicitation or advertisements for employees placed by or on behalf of the Contractor, state that all qualified applicants will receive consideration for employment without regard to race, color, religion, religious affiliation, sex, handicap, or national origin.

C. The Contractor will cause the foregoing provisions to be inserted in all subcontracts for any work covered by this contract so that such provisions will be binding upon each subcontractor, provided that the foregoing provisions shall not apply to contracts or subcontracts for standard commercial supplies or raw materials.

D. The Contractor will comply with all provisions of Executive Order 11246, as amended by Executive Order 12086 and the regulations issued pursuant thereto, and of the rules, regulations and relevant orders of the Secretary of Labor.

E. The Contractor will furnish all information and reports required by Executive Order 11246, as amended by Executive Order 12086, and by the rules, regulations and orders of the Secretary of Labor, or pursuant thereto, and will permit access to his books, records, and accounts by the Owner and the Secretary of Labor for purposes of investigation to ascertain compliance with such rules, regulations and orders.

F. In the event of the Contractors non-compliance with the non-compliance clause of this Agreement or with any of such rules, regulations or orders, this Agreement may be canceled, terminated, or suspended in whole or in part and the Contractor may be declared ineligible for further Government contracts in accordance with procedures authorized in Executive Order 11246, as amended by Executive Order 12086, and such other sanctions may be imposed and remedies invoked as provided in Executive Order 11246, as amended by Executive Order



12086, or by rule, regulation, or order of the Secretary of Labor, or as otherwise provided by law.

G. The Contractor will include the provisions of paragraphs (a) through (g) in every subcontract unless exempted by rules, regulations or orders of the Secretary of Labor issued pursuant to Section 204 of Executive Order 11246, as amended by Executive Order 12086, so that such provisions will be binding upon each subcontractor or vendor. The Contractor will take such action with respect to any subcontract as the Owner may direct as a means of enforcing such provisions including sanctions for non-compliance: Provided, however, that in the event the Contractor becomes involved in, or is threatened with, litigation with a subcontractor as a result of such direction by the Owner, the Contractor may request the United States to enter into such litigation to protect the interests of the United States.

#### Civil Rights Act of 1964

Under Title VI of the Civil Rights Act of 1964, no person shall, on the grounds of race, color, sex, religion, religious affiliation, handicap, or national origin, be excluded from participation in, be denied the benefits of, or be subjected to discrimination under any program or activity receiving Federal financial assistance.

#### Section 109 of the Housing and Community Development Act of 1974

No person in the United States shall on the ground of race, color, sex, religion, religious affiliation, handicap, or national origin be excluded from participation in, be denied the benefits of, or be subjected to discrimination under any program or activity funded in whole or in part with funds made available under this title.

#### "Section 3" Compliance in the Provision of Training, Employment and Business Opportunities

A. The work to be performed under this contract is on a project assisted under a program providing direct Housing and Urban Development and is subject to the requirements of Section 3 of the Housing and Urban Development Act of 1968, as amended, 12 U.S.C. 1701u. Section 3 requires that to the greatest extent feasible opportunities for training and employment be given lower income residents of the project area and contracts for work in connection with the project be awarded to business concerns which are located in, or owned in substantial part by persons residing in the area of the project.

B. The parties to this contract will comply with the provisions of said Section 3 and the regulations issued pursuant thereto by the Secretary of Housing and Urban Development set forth in 24 CFR 135, and all applicable rules and orders of the Department issued thereunder prior to the execution of this contract. The parties

to this contract certify and agree that they are under no contractual or other disability which would prevent them from complying with these requirements.

C. The Contractor will send to each labor organizations or representative of workers with which it has a collective bargaining agreement or other contract or understanding, if any, a notice advising the said labor organization or workers' representative of his commitments under this Section 3 clause and shall post copies of the notice in conspicuous places available to employees and applicants for employment or training.

D. The Contractor will include this Section 3 clause in every subcontract for work in connection with the project and will, at the direction of the applicant for or recipient of Federal financial assistance, take appropriate action pursuant to the subcontract upon a finding that the subcontractor is in violation of regulations issued by the Secretary of Housing and Urban Development, 24 CFR Part 135. The Contractor will not subcontract with any subcontractor where it has notice or knowledge that the latter has been found in violation of regulations under 24 CFR Part 135 and will not let any subcontract unless the subcontractor has first provided it with a preliminary statement of ability to comply with the requirements of these regulations.

E. Compliance with the provisions of Section 3, the regulations set forth in 24 CFR Part 135, and all applicable rules and orders of the Department issued hereunder prior to the execution of the contract, shall be a condition of the federal financial assistance provided to the project, binding upon the applicant or recipient for such assistance, its successors and assigns. Failure to fulfill these requirements shall subject the applicant or recipient, its contractors and subcontractors, its successors and assigns to those sanctions specified by the grant or loan agreement or contract through which federal assistance is provided, and to such sanctions as are specified by 24 CFR Part 135.

No member of the governing body of the locality and no other public official of such locality, who exercises any functions or responsibilities in connection with the planning and carrying out of this program, shall have any personal financial interest, direct or indirect, in this Contract; and the Contractor shall take appropriate steps to assure compliance.

The Contractor covenants that it presently has no interest and shall not acquire interest, direct or indirect, in the study area or any parcels therein or any other interest which would conflict in any manner or degree with the performance of services hereunder. The Contractor further covenants that in the performance of this Contract, no person having any such interest shall be employed.

- (19) Section 503 of Rehabilitation Act of 1973, as amended, provides for nondiscrimination in contractor employment. All recipients of Federal funds must certify to the following in all contracts issued:

### Affirmative Action for Handicapped Workers

- (a) The contractor will not discriminate against any employee or applicant for employment because of physical or mental handicap in regard to any position for which the employee or applicant for employment is qualified. The contractor agrees to take affirmative action to employ, advance in employment and otherwise treat qualified handicapped individuals without discrimination based upon their physical or mental handicap in all employment practices such as the following: Employment upgrading, demotion or transfer, recruitment, advertising, layoff or termination, rates of pay or other forms of compensation, and selection for training, including apprenticeship.
  - (b) The contractor agrees to comply with the rules, regulations, and relevant orders of the Secretary of Labor issued pursuant to the Act.
  - (c) In the event of the contractor's noncompliance with the requirements of this clause, actions for noncompliance may be taken in accordance with the rules, regulations, and relevant orders of the Secretary of Labor issued pursuant to the Act.
  - (d) The contractor agrees to post in conspicuous places, available to employees and applicants for employment, notices in a form to be prescribed by the Director, provided by or through the contracting officer. Such notices shall state the contractor's obligation under the law to take affirmative action to employ and advance in employment qualified handicapped employees and applicants for employment, and the rights of applicants and employees.
  - (e) The contractor will notify each labor union or representative of workers with which it has a collective bargaining agreement or other contract understanding, that the contractor is bound by the terms of Section 503 of the Rehabilitation Act of 1973, and is committed to take affirmative action to employ and advance in employment physically and mentally handicapped individuals.
  - (f) The contractor will include the provisions of this clause in every subcontract or purchase order of \$2,500 or more unless exempted by rules, regulations, or orders of the Secretary issued pursuant to Section 503 of the Act, so that such provisions will be binding upon each subcontractor or vendor. The contractor will take such action with respect to any subcontractor or purchase order as the Director of the Office of Federal Contract Compliance Programs may direct to enforce such provisions, including action for noncompliance.
- (20) Section 504 of the Rehabilitation Act of 1973, as amended, provides for nondiscrimination of an otherwise qualified individual solely on the basis of his/her handicap in benefiting from any program or activity receiving Federal

financial assistance. All recipients must certify to compliance with all provisions of Section 504.

- (21) Age Discrimination Act of 1975. No person in the United States shall, on the basis of age, be excluded from participation in, be denied the benefits of, or be subjected to discrimination under any program or activity receiving Federal financial assistance.

- (22) Training and Employment of Lower Income Residents of Project Area:

A. The Work to be performed under this contract is subject to the requirements of Section 3 of the Housing and Urban Development Act of 1968, as amended, 12 U.S.C. 1701u. Section 3 requires that to the greatest extent feasible, opportunities for training and employment be given lower income residents of the project area and contracts for work in connection with the project be awarded to business concerns which are located in, or owned in substantial part by persons residing in, the area of the project.

B. The parties to this contract will comply with the provisions of said Section 3 and the regulations issued pursuant thereto by the Secretary of Housing and Urban Development and all applicable rules and orders of the Department issued thereunder prior to the execution of this contract. The parties to this contract certify and agree that they are under no contractual or other disability which would prevent them from complying with these requirements.

- (23) Special Conditions Pertaining To Hazards Safety Standards

Lead-Based Paint Hazards

The construction or rehabilitation of residential structures are subject to the HUD Lead-Based Paint regulations, 24 CFR Part 35. The contractor and subcontractor shall comply with the provisions for the elimination of lead-based paint hazards under sub-part B of said regulations. The Administrator will be responsible for the inspections and certifications required under Section 35.14 (f) thereof. The use of lead-based paint is expressly prohibited.

Lead Clearance

A. Contractor is responsible for all construction and clean-up costs needed to obtain lead clearance.

B. The City will pay costs of initial lead clearance lab fees. If the lead clearance test fails, it will be the Contractors responsibility to pay for all subsequent lab fees until clearance is received.

II. The Owner shall:

- (1) Be the only contact in negotiating items of this contract, unless agreed upon by all parties of the contract.
- (2) Permit the Contractor to use at no cost existing utilities such as light, heat, power, and water necessary to the carrying out and completion of work.
- (3) Cooperate with the Contractor to facilitate the performance of the Work, including the removal and replacement of rugs, coverings, and furnishings as necessary.
- (4) Understand that some disruptions to the household will occur throughout the duration of the project, including noise, debris, dust, etc. These are normal aspects of home rehabilitation work.
- (5) The Contractor warrants and guarantees for a period of one (1) year from the date of Final Completion of the system that the completed system is free from all defects due to faulty materials or workmanship and the Contractor shall promptly make such corrections as may be necessary by reason of such defects including the repairs of any damages to other parts of the system resulting from such defects. If defects are observed by the Owner during the one year guarantee period, the Owner must give written notice to the Contractor (copy to Administrator) of observed defects with reasonable promptness.
- (6) Abide by the terms of this contract and allow the rehabilitation to be carried out in accordance with city codes and federal regulations.

### III. General Provisions:

- (1) This contract embodies all the representatives, rights, duties, and obligations of the parties, and any prior oral or written agreement not embodied herein shall not be binding upon or endure to the benefit of any of the parties.
- (2) The Contractor agrees to perform the Work required by this contract, and the Owner agrees that neither he/she nor the members of his/her family, tenants, agents, or employees will hinder the Contractor in his Work or the Project Inspector in carrying out project requirements and city codes and policies.
- (3) No member, officer, or employee of the Grantee, or its designees or agents, no member of the Governing Body of the locality in which the program is situated, and no other public official of such locality or localities who exercises any functions or responsibilities with respect to the program during his tenure or for one year thereafter, shall have any interest, direct or indirect, in any contract or subcontract, or the proceeds thereof, for work to be performed in connection with the program assisted under the Agreement.

**THIS CONTRACT AND ALL TERMS AND CONDITIONS CONTAINED HEREIN ARE APPROVED  
AND ACCEPTED AS OF THE DATE FIRST WRITTEN.**

Martin Kulik

Mid Missouri Renovations  
Contractor

\_\_\_\_\_  
Signature of Contractor

\_\_\_\_\_  
Date

304 East 10<sup>th</sup> Street Salem, MO 65560  
Address

573-247-2562  
Telephone

Jacqueline Halbrook  
Owner

\_\_\_\_\_  
Signature

\_\_\_\_\_  
Date

708 E. 4<sup>th</sup> Street Salem, MO 65560  
Address

573-453-6480  
Telephone

City of Salem

\_\_\_\_\_  
Mayor

\_\_\_\_\_  
Date

400 N. Iron Salem, MO 65560  
Address

573-729-2428  
Telephone

**L HOME LOAN BANK PROGRAM**  
**Salem, MO**  
**REHABILITATION PROJECT**

**Note: This unit may contain Lead Based Paint**  
**BIDS MUST BE ON THIS BID SHEET!!!!**

Owner: Jackie Halbrook  
 Address: 708 E 4th St. Salem, MO  
 INSPECTED BY: Cantrell  
 ALLOTTED DAYS: 30  
 Code: 2616

**BID SPECIFICATIONS: All items may not be awarded.**

Please Note: Contractor is required to show unit price and total cost for each line item. Failure to do so may render your bid unacceptable. In case of a discrepancy between the unit price and the total cost, the unit price shall be considered to be the bid.

Contractor will be responsible for all measurements and debris removal	Cost				Total Cost
<b>Floor Rear Room:</b> Replace/repair all rot damaged sill and band boards in area where floor is not finished. Install joist where needed. Install OSB matching flush with existing.					
<b>Electrical:</b> Install a 200 amp service and box complete with breakers and label each. Install GFCI outlets in bathrooms and kitchen to NEC Code and City Codes. Install a 3 bulb light bar above med cabinet in bathroom on it's own switch.	3,650.00				3,650.00
<b>Utility:</b> Relocate washer, dryer and water heater to marked areas in utility room. Complete with all electrical and plumbing hookups.	1,930.00				1,930.00
<b>Rear Room Walls:</b> Remove all drywall from walls and ceilings and dispose of.					
<b>HVAC 1:</b> Install HVAC system owner has on hand complete with all accessories. There can be no warranty for this work.					
<b>HVAC 2:</b> Install a new elec. Furnace and AC complete with duct work and all accessories. Unit will be large enough to heat and cool the unit.	17,800.00				<del>17,800.00</del> 15,800.00
<b>HVAC 3:</b> Mini Split 3 Ton Unit: Install exterior unit at the end of the building if possible. Install all wiring, breakers, supply lines and drain lines to manufactures spec. Exterior units will be set on pre-formed pads to the following: Top of pads will be sloped 1% min. -2% max. away from the building and 3" min. above adjacent grade (IMC 304.10)." Units shall be set at the end of each building if possible. Heads: Install heads in the living room, bedrooms, utility and rear room all mounted to the wall against the ceiling, complete with controls, mounted at 48" max. AFF. All insulation will be to manufactures spec.					
<b>HVAC 4:</b> Mini Split 3 Ton Unit: Install exterior unit at the end of the building if possible. Install all wiring, breakers, supply lines and drain lines to manufactures spec. Exterior units will be set on pre-formed pads to the following: Top of pads will be sloped 1% min. -2% max. away from the building and 3" min. above adjacent grade. This unit will be the type that connects to duct work in the attic which must be installed. All insulation will be to manufactures spec.					



Door: Remove existing front exterior door unit. Install a new metal exterior door unit with rot free threshold and plastic brickmold.. Repair all rot damaged flooring. Install metal door unit complete with locking knob and dead bolt all keyed alike. Door will have fan type windows.					
Bathroom: Install a light fan and heater combo in the ceiling on it's own switch and the exhaust fan vented to the exterior with a cover installed.	1,100.00 1100				1100.00
Guttering: Install missing metal fascia on front of building. Install new pre-finished .27" min. aluminum seamless (6") guttering with over sized down-spouts on the front of the building. Provide all hardware and trim as required for complete installation. Ensure all areas are properly secured per manufacturers' instructions. Lap the back edge of gutter behind the bottom leg of the metal fascia cap; if the drip edge doesn't extend far enough, provide metal flashing as necessary (lapped behind the drip edge and over the back leg of the gutter). Provide down spout extensions so water runs away from the building.					
Flashing: Along the front of the unit from where concrete starts at the entry door to the left corner, install flashing. Flashing will run up wall 6" and run 4" over the concrete. Seal and water proof under flashing and secure to wall and to concrete. There shall be no tripping hazard on concrete.					
All units will have house numbers visible from the street upon completion of the project. House numbers will be a min of 4" high, in a color contrasting the surrounding structure and must be able to be illuminated at dark.					

All work to meet IRC 2012 and NEC 2011 at a minimum or more current if required by local municipality. ALL QUANTITIES AND MEASUREMENTS ARE APPROXIMATE. IT IS THE CONTRACTORS RESPONSIBILITY TO OBTAIN EXACT MEASUREMENTS AND QUANTITIES AND CITY PERMITS. CHANGE ORDERS WILL NOT BE ISSUED FOR CONTRACTOR MISCALCULATION.

Total Bid Price In Words: Twenty Four thousand Four hundred eighty dollars

Contractor Name: Martin Kulin

Company Name: Mid Missouri Renovations

Total Bid Amount: 24,480.00

Mailing Address: 304 West 4th St Salem MO

Phone Number: 573-247-2562

Fax Number: NA

Email Address: Martin.Kulin3@gmail.com

Delivery Date :

Bidders will not be allowed to withdraw their bid within 30 days after the bid opening. Doing so may result in an inability to bid on any of MRPC administered projects for one year following the withdrawn bid. In addition, successful bidders who refuse to execute the contract documents may not be allowed to bid on any MRPC administered projects for one year.

\$22,480.00

# **Staff Summary Report**

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<b>MEETING DATE:</b>	05/23/2023
<b>AGENDA ITEM:</b>	
<b>AGENDA TITLE:</b>	FINANCIAL UPDATE

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<b>ACTION REQUESTED BY:</b>	STACEY HOUSTON
<b>ACTION REQUESTED:</b>	FOR REVIEW
<b>SUMMARY BY:</b>	Stacey Houston

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## **PROJECT DESCRIPTION / FACTS**

Financial update:

Sales Tax Revenues are through May 2023, and are coming in strong for the year, we are tracking to come in more than what we have budgeted.

Utilities Usage & Revenues are through April 30, 2023:

Electric Revenues, we are tracking to come in more than budgeted, but we are tracking to go over budget on the expense side for our cost of power.

Water & Sewer Revenues, we are tracking to come in more than budgeted on both funds.

The Treasurers Report shows data through April 30, 2023

## **PROCUREMENT**

NA/

## **FISCAL IMPACTS**

N/A

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<b>SUPPORT DOCUMENTS:</b>	Sales Tax Collected through May 2023 / Utility Consumption & Revenues / Treasurers Report through April 30, 2023
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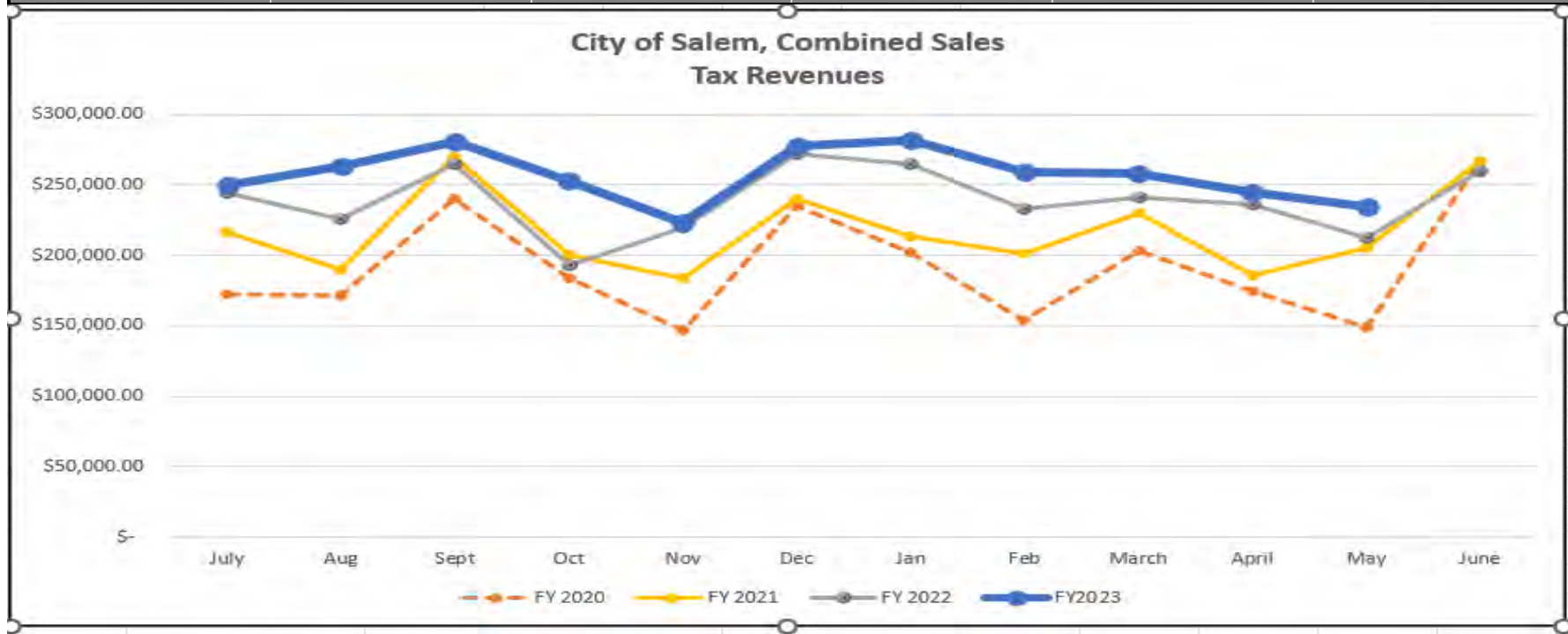
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**DEPARTMENT'S RECOMMENDED MOTION:** N/A

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# SALES TAX REVENUE

	2019-2020	2020-2021	2021-2022	2022-2023	2022-2023
	Actuals	Actuals	Actuals	YTD	Budget
Gen'l Fund	\$ 1,125,240	\$ 1,310,248	\$ 1,435,953	\$ 1,391,804	\$ 1,252,600
July-May	\$ 986,098	\$ 1,144,646	\$ 1,285,213	\$ 1,391,804	
Parks & Rec	\$ 421,958	\$ 491,424	\$ 538,432	\$ 521,909	\$ 425,000
July-May	\$ 370,573	\$ 429,323	\$ 481,904	\$ 521,909	
Cap Imp	\$ 562,620	\$ 655,124	\$ 717,977	\$ 695,902	\$ 650,000
July-May	\$ 494,095	\$ 572,323	\$ 642,606	\$ 695,902	



\*\*Through May 2023 (Pending Adjustments & Year End Transfers)

## UTILITY USAGE & REVENUE

	2019-2020 ACTUAL	2020-2021 ACTUAL	2021-2022 ACTUAL	2021-2022 JUL-APR	2022-2023 YTD ACTUAL	2022-2023 BUDGETED	Percent of Budget
Electric Consumption Sold	53,649,806	55,511,522	52,787,837	45,072,233	44,933,754		
Electric Sales Rev.	\$ 5,078,855	\$ 5,076,208	\$ 5,388,796	\$ 4,573,978	\$ 6,020,182	\$ 6,677,759	90%
Electric Revenue Collected	\$ 3,856,219	\$ 4,437,344	\$ 5,309,157		\$ 5,805,751		
Purchase of Power	\$ 3,101,409	\$ 3,636,738	\$ 4,135,284	\$ 3,170,282	\$ 3,868,733	\$ 4,321,372	90%
Water Consumption Sold	123,846,229	150,680,971	133,720,064	111,774,558	118,554,727		
Water Sales Rev.	\$ 787,185	\$ 950,933	\$ 839,084	\$ 691,237	\$ 778,963	\$ 768,908	101%
Water Revenues Collected	\$ 590,714	\$ 703,200	\$ 882,471		\$ 721,726		
Sewer Consumption Sold	113,213,897	136,779,028	121,145,016	101,764,627	101,550,258		
Sewer Sales Rev.	\$ 748,333	\$ 901,523	\$ 777,868	\$ 643,777	\$ 839,807	\$ 728,759	115%
Sewer Revenues Collected	\$ 564,188	\$ 662,644	\$ 832,558		\$ 762,715		

\*\*Through APRIL 30, 2023-(Pending Year End Transfers & Adjustments)

GRAND TOTAL	5,730,363.22	12,405,339.18	10,338,533.77	694,168.00	694,168.00	7,797,168.63	239,251.01 (	60,209.10)	7,497,708.52
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# **Staff Summary Report**

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<b>MEETING DATE:</b>	5/23/2023
<b>AGENDA ITEM:</b>	CONTACT TANK PAINTING WELL NO. 2 AND WELL NO. 4
<b>AGENDA TITLE:</b>	BILL NO. 3539

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**ACTION REQUESTED BY:**

**ACTION REQUESTED:**

**SUMMARY BY:**

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## **PROJECT DESCRIPTION / FACTS**

On April 11, 2023, the Board of Aldermen approved the bid from Hogan Inc. for \$29,454.00 to paint retention tank at Well No. 4, and alternate bid of \$31,475.00 to paint retention tank at Well No. 2.

## **PROCUREMENT**

## **FISCAL IMPACTS**

Line item 510-501-70367. \$60,000.00 budgeted from water department. Remainder will be come from later years Water Fund Balance, which ended with a \$290,000.00 balance.

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**SUPPORT DOCUMENTS:** Project Manual for Well No. 2 and Well No. 4

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**DEPARTMENT'S RECOMMENDED MOTION:** First reading. No motion.

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### NOTICE OF AWARD

TO: \_\_\_\_\_

Hogan's, Inc.

2787 Carter Route M

Van Buren, MO 63965

PROJECT: 19072111-17

Well No. 2 and Well No. 4

Contact Tank Painting

Salem, Missouri

The Owner has considered the Bids submitted for the above-described work.

You are hereby notified that your proposal to provide and deliver the following Work under the Base Bid, Additive Alternate No. 1 and Additive Alternate No. 2 for Salem Well No. 2 and Well No. 4 Contact Tank Painting Project has been accepted in the total amount of Sixty Eight Thousand, Three Hundred Twenty Nine Dollars and NO/100 (\$68,329.00).

You are required by the Instructions to Bidders to execute the Agreement and deliver to the Owner the required number of counterparts of the Agreement with the required Contract Security within fifteen (15) calendar days of receipt of this NOTICE OF AWARD.

Upon execution of the accompanying documents, the Engineer shall issue a NOTICE TO PROCEED detailing the requirements for the commencement of the Contract Time. The point of contact for the City will be, Mark Nash, Director of Public Works, at 573-729-5211. If you have any questions please call.

City of Salem, Missouri  
400 N. Iron St.  
Salem, MO 65560

BY: \_\_\_\_\_

TITLE: Mayor

DATE: \_\_\_\_\_

### **ACCEPTANCE OF NOTICE OF AWARD**

Receipt of the above Notice of Award is hereby acknowledged by

Hogan's, Inc.  
(Firm Name)

this the

12<sup>th</sup>

day of

May

20

23

BY: \_\_\_\_\_

TITLE: \_\_\_\_\_

Vice President

(SEAL)

(If a Corporation)

Contractor shall return five signed and sealed copies of this "Notice of Award" to the Engineer.



**Addendum No. 2**  
**For**  
**Well No. 2 and Well No. 4 Contact Tank Painting**  
**Salem, Missouri**

The Contract Documents, Specifications, and Drawings covering the construction of the Salem Contact Tank Painting Project are hereby amended as follows:

**FRONT END**

- A. REPLACE pages 1 and 2 of Section 00110 – Information for bidders with the attached pages.
- B. REPLACE the existing Section 00400 – Bid Form with the attached 00400 – Bid Form-Addendum No. 2.

**SPECIFICATIONS**

- A. Division 1, Specification Section 01110 – Summary of Work
  - 1. ADD the following verbiage to Section 1.02:

**“D. Base Bid, Additive Alternate No. 3 – Well No. 4 Contract Tank Tiger Mural Painting**

Contractor shall stencil, photograph and otherwise thoroughly document the existing mural on the Well No. 4 contact tank prior to removal of existing exterior coating system. Contractor shall provide evidence to the Engineer demonstrating that the existing mural has been adequately documented to afford its reproduction. Upon completion of all work encompassed within the Base Bid, contractor shall install a new mural matching the existing mural. The new mural shall be applied with paint that is compatible with the final painting system detailed in Division 9, Specification Section 09920 – Painting (Industrial) for exterior areas. Specified warranty coverage for coating system to be applied to exterior areas shall accommodate for the application of the mural at the top surface of the finish coating system.”

- B. Division 1, Specification Section 01230 – Alternates
  - 1. REPLACE Section 1.03.B with the following verbiage:

“B. Base Bid Additive Alternate No. 1, Base Bid Additive Alternate No. 2 and/or Base Bid Additive No. 3 shall be approved for award by the Owner to the selected low Base Bid based on City budget allowances.”

**BIDDER QUESTIONS & ANSWERS**

- Q: What are the pipe diameters for the fill, drain lines at each contact tank? What pipe diameters must the pipe insulation systems be sized for?

A: The pipe diamters for fill, drain lines at Well No. 2, Well No. 4, Well No. 6 and Well No. 8 are 6 IN dia ductile iron pipe. Pipe insulation shall be adequately sized to accommodate existing fill, drain piping diameters.

Q: Confirm that the contact tank painting at Well No. 4 is comprised within the Base Bid?

A: Yes. The specified work to be performed at Well No. 4 constitutes the Base Bid (See Specification Sections 01110 – Summary of Work and 01230 – Alternates).

Q: Confirm that the manways are scheduled for installation on Well No 2 and Well No. 4 contact tanks only?

A: Correct. Manways shall be installed as directed, on Well No. 2 and Well No. 4 contact tanks only.

Bidder shall acknowledge receipt of this addendum by completing the acknowledgement space provided in the Bid Form.

Date: March 23, 2023

ARCHER-ELGIN

Engineering, Surveying & Architecture  
Rolla, Missouri

## 00110 INFORMATION FOR BIDDERS

Figure 1 - Site 1 (Well 4) Street View




Keynote: #

1. Remove existing pipe insulation and dispose of from site. Install new pipe insulation system consisting of:
  - a. Three (3) IN thick expanded polystyrene foam insulation attached to exterior of existing ductile iron pipe
  - b. Galvanized steel, rigid jacket installed on top of the expanded polystyrene insulation. Jacket shall be manufactured from low carbon cold rolled steel having a continuous hot dipped aluminum-zinc alloy coating applied to the outer surfaces, and finish shall be smooth (Galvalume or approved equal)
  - c. Jacket shall have an integrally bonded moisture barrier over the entire surface in contact with the insulation.
  - d. Jacket shall have a minimum thickness of 0.016 IN.
  - e. Apply specified coating system to exterior of jacket.
  - f. Insulation system and jacket shall extend a minimum of 30 IN below existing grade.



*Figure 2 - Site 1 (Well 4) Side View*



Keynote: 

2. Replace existing valve with new 2 IN Globe Valve. See Division 18, Specification Section 18180 – Valves and accessories for details regarding
3. Replace mural over final exterior area coating system.
  - a. Contractor shall stencil, photograph and otherwise thoroughly document the existing mural on the Well No. 4 contact tank prior to removal of existing exterior coating system. Contractor shall provide evidence to the Engineer demonstrating that the existing mural has been adequately documented to afford its reproduction.
  - b. Upon completion of all work encompassed within the Base Bid, contractor shall install a new mural matching the existing mural. The new mural shall be applied with paint that is compatible with the final painting system detailed in Division 9, Specification Section 09920 – Painting (Industrial) for exterior areas. Specified warranty coverage for coating system to be applied to exterior areas shall accommodate for the application of the mural at the top surface of the finish coating system.

00400 BID FORM – ADDENDUM NO. 2

WELL NO. 2 AND WELL NO. 4 CONTACT TANK PAINTING  
for  
CITY OF SALEM, MISSOURI

THE UNDERSIGNED BIDDER, having examined the Instructions to Bidders, Contract Forms, Drawings, Specifications, and other related Contract Documents referred to herein, and any and all Addenda thereto; the location, arrangement, and construction of existing railways, highways, streets, roads, structures, utilities, and facilities which affect or may be affected by the Work; the topography and condition of the site of the Work; and being acquainted with and fully understanding (a) the extent and character of the Work covered by this Bid Form; (b) the location, arrangement, and specified requirements of and for the proposed structures and miscellaneous items of Work appurtenant thereto; (c) the nature and extent of the excavations to be made, and the type, character and general condition of the materials to be excavated; (d) the necessary handling and rehandling of excavated materials; (e) all existing and local conditions relative to construction difficulties and hazards, labor, transportation, hauling, trucking and rail delivery facilities; and (f) all local conditions, laws, regulations, and all other factors and conditions affecting or which may be affected by the performance of the Work required by the Contract Documents.

HEREBY PROPOSE and agrees, if this Bid is accepted, to enter into agreement in the form attached hereto, and to perform all Work and to furnish all required materials, supplies, equipment, tools and plant; to perform all necessary labor; and to construct, install, erect and complete all Work stipulated in, required by, in accordance with the Contract Documents and other terms and conditions referred to therein (as altered, amended, or modified by any and all Addenda thereto) at the prices set forth in the following Schedule of Prices.

Bidder hereby agrees to commence Work under this Contract on the thirtieth day after the Effective Date of the Agreement or, if a Notice to Proceed is given, on the day indicated in the Notice to Proceed. A Notice to Proceed may be given at any time within thirty days after the Effective Date of the Agreement. The Bidder agrees to fully complete all Work within the time frame as provided for in the Agreement.

Bidder further agrees, if the Bid is accepted, to pay as an agreed amount of liquidated damages for each section awarded as provided in the Agreement, General Conditions, and Supplementary Conditions.

Bidder accepts the provisions of the Instructions to Bidders regarding disposition of Bid Security.

Bidder acknowledges receipt of the following Addenda, which have been considered in the preparation of this Bid:

No. _____	Dated: _____
No. _____	Dated: _____
No. _____	Dated: _____
No. _____	Dated: _____

Each Bidder shall enter in the space provided below the names of the manufacturers and/or suppliers of materials or equipment whose items are named or specified in the Bidding Documents, including all Addenda, which the Contractor proposes to furnish and agrees that prices shown on the Bid Form are based on each item named below. Upon award of the Contract, the named material or equipment shall be furnished. Substitutions will be permitted only if named item does not meet the Specifications.

If preliminary or "Pre-bid Qualifications" have been requested and accepted, this acceptance shall not in any way constitute a waiver of the Specifications covering such items. Final acceptance will be based on full conformity with the Specifications covering such items.

Item of Material or Equipment	Manufacturers	Supplier
Paint/Primer		

Bidder agrees, if the Bid is accepted, to perform all the Work described in the Contract Documents, including all Addenda, for the following prices. In case of a discrepancy between the Unit Price and the Extension Figure, the Unit Price shall be considered to be the Bid.

## SCHEDULE OF PRICES

### Base Bid – Well No. 4 Contact Tank Painting

<u>Item No.</u>	<u>Item Description</u>	<u>Est. Qty.</u>	<u>Unit</u>	<u>Unit Price</u> \$	<u>Extension Figure</u> \$
1	Contact Tank Painting - Well No. 4, per Specifications Sections 01110 & 09920.	1	LS		

**TOTAL BASE BID**

Dollars & no/cents

(Words)

(Figures)

### Base Bid, Additive Alternate No. 1 – Well No. 2 Contact Tank Painting

<u>Item No.</u>	<u>Item Description</u>	<u>Est. Qty.</u>	<u>Unit</u>	<u>Unit Price</u> \$	<u>Extension Figure</u> \$
A.1	Contact Tank Painting – Well No. 2, per Specifications Sections 01110 & 09920.	1	LS		

**BASE BID ADDITIVE ALTERNATE No.1**

Dollars & no/cents

(Words)

(Figures)

### Base Bid, Additive Alternate No. 2 – Well No. 6 & 8 Contact Tank Piping Insulation

<u>Item No.</u>	<u>Item Description</u>	<u>Est. Qty.</u>	<u>Unit</u>	<u>Unit Price</u> \$	<u>Extension Figure</u> \$
B.1	Existing Contact Tank Piping Insulation, per specification Sections 00110 and 01110.	1	LS		

**BASE BID ADDITIVE ALTERNATE No. 2**

Dollars & no/cents

(Words)

(Figures)



**Base Bid, Additive Alternate No. 3 – Well No. 4 Contact Tank Tiger Mural Painting**

<u>Item No.</u>	<u>Item Description</u>	<u>Est. Qty.</u>	<u>Unit</u>	<u>Unit Price</u> \$	<u>Extension Figure</u> \$
C.1	Replace existing Tiger Mural on Well No. 4 Tank after final coating is applied, per specifications Sections 00110 and 01110.	1	LS	_____	_____

**BASE BID ADDITIVE ALTERNATE No. 2**

		Dollars & no/cents	
(Words)		(Figures)	

The undersigned hereby agrees to enter into Contract on the attached Agreement Form and furnish the necessary bond within fifteen (15) consecutive calendar days from the receipt of Notice of Award from the Owner's acceptance of this Bid, and to complete said Work within the indicated number of consecutive calendar days from the thirtieth day after the Effective Date of the Agreement, or if a Notice to Proceed is given, from the date indicated in the Notice to Proceed.

If this Bid is accepted and should Bidder for any reason fail to sign the Agreement within fifteen (15) consecutive calendar days as above stipulated, the Bid Security which has been made this day with the Owner shall, at the option of the Owner, be retained by the Owner as liquidated damage for the delay and expense caused the Owner; but otherwise, it shall be returned to the undersigned in accordance with the provisions set forth in the Instructions to Bidders, paragraph 6.0 Bid Security.

Dated at \_\_\_\_\_ this \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_.

LICENSE or CERTIFICATE NUMBER, if applicable \_\_\_\_\_

FILL IN THE APPROPRIATE SIGNATURE AND INFORMATION BELOW:

**IF AN INDIVIDUAL:** \_\_\_\_\_ Doing Business As

Signature and Title

\_\_\_\_\_  
Name of Firm

Business Address of Bidder: \_\_\_\_\_

\_\_\_\_\_  
Telephone No. \_\_\_\_\_

.....  
**IF A PARTNERSHIP:** \_\_\_\_\_

Name of Partnership

\_\_\_\_\_  
Member of Firm

Business Address of Bidder: \_\_\_\_\_

\_\_\_\_\_  
Telephone No. \_\_\_\_\_

.....  
**IF A CORPORATION:** \_\_\_\_\_

Name of Corporation

By \_\_\_\_\_

Signature & Title

ATTEST: \_\_\_\_\_ (CORPORATE SEAL)

Business Address of Bidder: \_\_\_\_\_

\_\_\_\_\_  
Telephone No. \_\_\_\_\_

If Bidder is a Corporation, supply the following information:

State in which Incorporated: \_\_\_\_\_

Name and Address of its: President \_\_\_\_\_

Secretary \_\_\_\_\_

**Addendum No. 1**  
**For**  
**Well No. 2 and Well No. 4 Contact Tank Painting**  
**Salem, Missouri**

The Contract Documents, Specifications, and Drawings covering the construction of the Salem Contact Tank Painting Project are hereby amended as follows:

**FRONT END**

- A. REPLACE the existing project location map with the attached map showing the locations of Well No. 2, Well No. 4 and Well No. 8.
- B. ADD the attached project location map and Well No. 6 contact tank drawings Section 00110 – Information for Bidders.
- C. ADD the attached Section 00110 – Information for Bidders Pages No. 7 and 8 detailing the scope of work to be performed at Well No. 6 and Well No. 8 within the scope of Base Bid Additive Alternate No. 2.
- D. REPLACE the existing Section 00400 – Bid Form with the attached 00400 – Bid Form-Addendum No. 1.

**SPECIFICATIONS**

- A. Division 1, Specification Section 01110 – Summary of Work
  - 1. ADD Section 1.02.C with the following verbiage:

**“C. Base Bid Additive Alternate No. 2 – Well No. 6 & 8 Contact Tank Piping Insulation**

Demolish existing pipe insulation. Install new insulation system on the exterior piping at the contact tanks. Insulation system shall consist of three (3) inch thick expanded polystyrene foam insulation attached to existing ductile iron pipe and covered with galvanized steel, rigid jacket. Jacket shall be manufactured from low carbon cold rolled steel having a continuous hot dipped aluminum-zinc alloy coating applied to the outer surfaces, and the finish shall be smooth (Galvalume, or approved equal). All jacketing shall have an integrally bonded moisture barrier over the entire surface in contact with the insulation. Jacket shall have a minimum thickness of 0.016 IN.”

- B. Division 1, Specification Section 01230 – Alternates
  - 1. REPLACE Section 1.03.B with the following verbiage:

“B. Base Bid Additive Alternate No. 1 and/or Base Bid Additive Alternate No. 2 shall be approved for award by the Owner to the selected low Base Bid based on City budget allowances.”

- C. Division 1, Specification Section 01230 – Alternates

1. ADD the following verbiage to Section 1.05:

“A. Work to be performed at Well No. 6 and Well No. 8 sites. Alternate consists of an additive price for the removal of existing pipe insulation and its replacement with new insulation system. The new insulation system shall consist of: Three (3) inch thick expanded polystyrene foam insulation attached to existing ductile iron pipe and covered with galvanized steel, rigid jacket.”

#### **BIDDER QUESTIONS & ANSWERS**

- Q: Will both contact tanks be taken off-line for the entire duration of the contract?  
A: No. No more than one well may be removed from service at a time. Once the Contractor removes the well from service, the Contractor must work to minimize the duration of the outage.  
Q: Does the logo present on the Well No. 4 contact tank need to be replaced?  
A: No. The final coating system shall be one solid color. The logo/mural shall not be replaced.

Bidder shall acknowledge receipt of this addendum by completing the acknowledgement space provided in the Bid Form.

Date: March 20, 2023


ARCHER-ELGIN

Engineering, Surveying & Architecture  
Rolla, Missouri



Figure 7 - Site 3 (Well No. 6), Side View Facing East



Keynote:  #

1. Remove existing pipe insulation and dispose of from site. Install new pipe insulation system consisting of:
  - a. Three (3) IN thick expanded polystyrene foam insulation attached to exterior of existing ductile iron pipe
  - b. Galvanized steel, rigid jacket installed on top of the expanded polystyrene insulation. Jacket shall be manufactured from low carbon cold rolled steel having a continuous hot dipped aluminum-zinc alloy coating applied to the outer surfaces, and finish shall be smooth (Galvalume or approved equal)
  - c. Jacket shall have an integrally bonded moisture barrier over the entire surface in contact with the insulation.
  - d. Jacket shall have a minimum thickness of 0.016 IN.
  - e. Apply specified coating system to exterior of jacket.
  - f. Insulation system and jacket shall extend a minimum of 30 IN below existing grade.



Figure 8 - Site 4 (Well No. 8), Side View Facing West



Keynote:



1. Remove existing pipe insulation and dispose of from site. Install new pipe insulation system consisting of:
  - a. Three (3) IN thick expanded polystyrene foam insulation attached to exterior of existing ductile iron pipe
  - b. Galvanized steel, rigid jacket installed on top of the expanded polystyrene insulation. Jacket shall be manufactured from low carbon cold rolled steel having a continuous hot dipped aluminum-zinc alloy coating applied to the outer surfaces, and finish shall be smooth (Galvalume or approved equal)
  - c. Jacket shall have an integrally bonded moisture barrier over the entire surface in contact with the insulation.
  - d. Jacket shall have a minimum thickness of 0.016 IN.
  - e. Apply specified coating system to exterior of jacket.
  - f. Insulation system and jacket shall extend a minimum of 30 IN below existing grade.





DATE: 03/17/23		PRELIMINARY DRAWING FOR REVIEW AND APPROVAL PURPOSES ONLY. FINAL PLANS WILL BE SIGNED. SEALED, & ISSUED UPON RECEIPT OF ALL PLAN REVIEW COMMENTS AND APPROVALS FROM LOCAL, STATE, AND FEDERAL REGULATORY AGENCIES.	
DESIGNED BY: KAC		Corporate Authority: CM Archer Group, P.C.: E: 2003022812, LS: 2004017577-D Archer-Elgin Surveying & Engineering, LLC: E: 2011024038, LS: 2011025471, A: 2012014618	
DRAWN BY: JSM		 CM Archer Group, P.C. dba Office Location: 310 East Sixth Street Rolla, Mo. 65401 573-364-6362 • Fax: 573-364-4782 www.archer-elgin.com	
PROJECT NO. 19072111 TO 17		Well No. 2 & 4 Contact Paint in Salem, Missouri	
DRAWING NO. 1A		Location Map	





Year	Number of people
1990	100
1991	150
1992	200
1993	250
1994	300
1995	350
1996	400
1997	450
1998	480
1999	500
2000	500

Scale: 1" = 500'

Well No. 2 &amp; 4 Contact Paint

**Well No. 2 & 4 Contact Paint**  
in  
**Salem, Missouri**

Well No. 2 &amp; 4 Contact Paint

Well No. 2 &amp; 4 Contact Paint

**ARCHER-ELGIN**  
engineering • surveying • architecture

CM Archer Group, P.C. 031

Corporate Authority:  
CM Archer Group, P.C.:  
E: 2003023612, LS: 2004017577-D  
Archer-Elgin Surveying & Engineering, LLC:  
E: 2011024038, LS: 2011025471, A-2012014618

Office Location: 310 East Sixth Street  
Rolla, Mo. 65401  
573-364-6362 • Fax 573-364-4782  
[www.archer-elein.com](http://www.archer-elein.com)

PRELIMINARY DRAWING FOR REVIEW  
AND APPROVAL PURPOSES ONLY.  
FINAL PLANS WILL BE SIGNED,  
SEALED, & ISSUED UPON RECEIPT OF  
ALL PLAN REVIEW COMMENTS AND  
APPROVALS FROM LOCAL, STATE, AND  
FEDERAL REGULATORY AGENCIES.

DATE: 03/17/23

DESIGNED BY:

WVN BY: JSM



00400 BID FORM – ADDENDUM NO. 1

WELL NO. 2 AND WELL NO. 4 CONTACT TANK PAINTING  
for  
CITY OF SALEM, MISSOURI

THE UNDERSIGNED BIDDER, having examined the Instructions to Bidders, Contract Forms, Drawings, Specifications, and other related Contract Documents referred to herein, and any and all Addenda thereto; the location, arrangement, and construction of existing railways, highways, streets, roads, structures, utilities, and facilities which affect or may be affected by the Work; the topography and condition of the site of the Work; and being acquainted with and fully understanding (a) the extent and character of the Work covered by this Bid Form; (b) the location, arrangement, and specified requirements of and for the proposed structures and miscellaneous items of Work appurtenant thereto; (c) the nature and extent of the excavations to be made, and the type, character and general condition of the materials to be excavated; (d) the necessary handling and rehandling of excavated materials; (e) all existing and local conditions relative to construction difficulties and hazards, labor, transportation, hauling, trucking and rail delivery facilities; and (f) all local conditions, laws, regulations, and all other factors and conditions affecting or which may be affected by the performance of the Work required by the Contract Documents.

HEREBY PROPOSE and agrees, if this Bid is accepted, to enter into agreement in the form attached hereto, and to perform all Work and to furnish all required materials, supplies, equipment, tools and plant; to perform all necessary labor; and to construct, install, erect and complete all Work stipulated in, required by, in accordance with the Contract Documents and other terms and conditions referred to therein (as altered, amended, or modified by any and all Addenda thereto) at the prices set forth in the following Schedule of Prices.

Bidder hereby agrees to commence Work under this Contract on the thirtieth day after the Effective Date of the Agreement or, if a Notice to Proceed is given, on the day indicated in the Notice to Proceed. A Notice to Proceed may be given at any time within thirty days after the Effective Date of the Agreement. The Bidder agrees to fully complete all Work within the time frame as provided for in the Agreement.

Bidder further agrees, if the Bid is accepted, to pay as an agreed amount of liquidated damages for each section awarded as provided in the Agreement, General Conditions, and Supplementary Conditions.

Bidder accepts the provisions of the Instructions to Bidders regarding disposition of Bid Security.

Bidder acknowledges receipt of the following Addenda, which have been considered in the preparation of this Bid:

No. _____	Dated: _____
No. _____	Dated: _____
No. _____	Dated: _____
No. _____	Dated: _____

Each Bidder shall enter in the space provided below the names of the manufacturers and/or suppliers of materials or equipment whose items are named or specified in the Bidding Documents, including all Addenda, which the Contractor proposes to furnish and agrees that prices shown on the Bid Form are based on each item named below. Upon award of the Contract, the named material or equipment shall be furnished. Substitutions will be permitted only if named item does not meet the Specifications.

If preliminary or "Pre-bid Qualifications" have been requested and accepted, this acceptance shall not in any way constitute a waiver of the Specifications covering such items. Final acceptance will be based on full conformity with the Specifications covering such items.

<b>Item of Material or Equipment</b>	<b>Manufacturers</b>	<b>Supplier</b>
Paint/Primer		

Bidder agrees, if the Bid is accepted, to perform all the Work described in the Contract Documents, including all Addenda, for the following prices. In case of a discrepancy between the Unit Price and the Extension Figure, the Unit Price shall be considered to be the Bid.

## SCHEDULE OF PRICES

### **Base Bid – Well No. 4 Contact Tank Painting**

<u>Item No.</u>	<u>Item Description</u>	<u>Est. Qty.</u>	<u>Unit</u>	<u>Unit Price</u> \$	<u>Extension Figure</u> \$
1	Contract Tank Painting - Well No. 4, per Specifications Sections 01110 & 09920.	1	LS	_____	_____
<b>TOTAL BASE BID</b>					
				Dollars & no/cents	
				(Words)	(Figures)

### **Base Bid, Additive Alternate No. 1 – Well No. 2 Contact Tank Painting**

<u>Item No.</u>	<u>Item Description</u>	<u>Est. Qty.</u>	<u>Unit</u>	<u>Unit Price</u> \$	<u>Extension Figure</u> \$
A.1	Contact Tank Painting – Well No. 2, per Specifications Sections 01110 & 09920.	1	LS	_____	_____
<b>BASE BID ADDITIVE ALTERNATE No.1</b>					
				Dollars & no/cents	
				(Words)	(Figures)

### **Base Bid, Additive Alternate No. 2 – Well No. 6 & 8 Contact Tank Piping Insulation**

<u>Item No.</u>	<u>Item Description</u>	<u>Est. Qty.</u>	<u>Unit</u>	<u>Unit Price</u> \$	<u>Extension Figure</u> \$
B.1	Existing Contact Tank Piping Insulation, per specification Section 00110.	1	LS	_____	_____
<b>BASE BID ADDITIVE ALTERNATE No. 2</b>					
				Dollars & no/cents	
				(Words)	(Figures)

The undersigned hereby agrees to enter into Contract on the attached Agreement Form and furnish the necessary bond within fifteen (15) consecutive calendar days from the receipt of Notice of Award from the Owner's acceptance of this Bid, and to complete said Work within the indicated number of consecutive calendar days from the thirtieth day after the Effective Date of the Agreement, or if a Notice to Proceed is given, from the date indicated in the Notice to Proceed.

If this Bid is accepted and should Bidder for any reason fail to sign the Agreement within fifteen (15) consecutive calendar days as above stipulated, the Bid Security which has been made this day with the Owner shall, at the option of the Owner, be retained by the Owner as liquidated damage for the delay and expense caused the Owner; but otherwise, it shall be returned to the undersigned in accordance with the provisions set forth in the Instructions to Bidders, paragraph 6.0 Bid Security.

Dated at \_\_\_\_\_ this \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_.

LICENSE or CERTIFICATE NUMBER, if applicable \_\_\_\_\_

FILL IN THE APPROPRIATE SIGNATURE AND INFORMATION BELOW:

**IF AN INDIVIDUAL:** \_\_\_\_\_ Doing Business As

Signature and Title

\_\_\_\_\_  
Name of Firm

Business Address of Bidder: \_\_\_\_\_

\_\_\_\_\_  
Telephone No. \_\_\_\_\_

.....  
**IF A PARTNERSHIP:** \_\_\_\_\_

Name of Partnership

\_\_\_\_\_  
Member of Firm

Business Address of Bidder: \_\_\_\_\_

\_\_\_\_\_  
Telephone No. \_\_\_\_\_

.....  
**IF A CORPORATION:** \_\_\_\_\_

Name of Corporation

By \_\_\_\_\_

Signature & Title

ATTEST: \_\_\_\_\_ (CORPORATE SEAL)

Business Address of Bidder: \_\_\_\_\_

\_\_\_\_\_  
Telephone No. \_\_\_\_\_

If Bidder is a Corporation, supply the following information:

State in which Incorporated: \_\_\_\_\_

Name and Address of its: President \_\_\_\_\_

Secretary \_\_\_\_\_

**PROJECT**

*Well No. 2 and Well No. 4 Contact Tank Painting*

**OWNER**

*City of Salem, Missouri  
400 North Iron  
Salem, MO 65560*

**ENGINEER**

**Archer-Elgin Engineering, Surveying and Architecture  
310 East 6<sup>th</sup> Street  
Rolla, MO 65401  
MO Cert of Authority: 2003023612-D  
Phone: (573)364-6362  
Fax: (573)364-4782**



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### **WELL NO. 2 AND WELL NO. 4 CONTACT TANK PAINTING for CITY OF SALEM, MISSOURI**

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##### **01000 DIVISION 1 - GENERAL REQUIREMENTS**

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- 09920 - PAINTING STEEL WATER STORAGE

##### **18000 DIVISION 18 – PROCESS PIPING**

- 18180 - VALVES AND ACCESSORIES

## 00100 ADVERTISEMENT FOR BIDS

Sealed bids will be received by City of Salem, Missouri, 400 North Iron Street, Salem, Missouri, until 1:00 p.m., on Tuesday, March 28, 2023, and there at said office publicly opened and read aloud for the construction of the following bid items:

### **Base Bid – Well No. 4 Contact Tank Painting**

Project involves the removal of the existing tank coating, appropriate surface preparation and profiling, and application of specified coating systems to the interior and exterior of an existing 10 FT Diameter, 18 FT long (approximately 12,000 gallon capacity) ground mounted, internally baffled, steel pressure tank for potable water. Once the coating system has been installed, chemical disinfection of the tank interior shall be performed. Additionally, a new 24 IN diameter permanent manway access and feed/discharge piping insulation system shall be installed. Exterior piping (2 total) connected to Well No. 4 will be insulated with the following criteria: three (3) inch thick expanded polystyrene foam insulation attached to existing ductile iron pipe and covered with galvanized steel, rigid jacket. Jacket shall be manufactured from low carbon cold rolled steel having a continuous hot dipped aluminum-zinc alloy coating applied to the outer surfaces, and the finish shall be smooth (Galvalume, or approved equal). All jacketing shall have an integrally bonded moisture barrier over the entire surface in contact with the insulation. Jacket shall have a thickness of 0.016 IN. The existing drain valve will also need replaced with a globe valve with a valve keyed handle.

### **Base Bid, Additive Alternate No. 1 - Well No. 2 Contact Tank Painting**

Project involves the removal of the existing tank coating, appropriate surface preparation and profiling, and application of specified coating systems to the interior and exterior of an existing 10 FT Diameter, 18 FT long (approximately 12,000 gallon capacity) ground mounted, internally baffled, steel pressure tank for potable water. Once the coating system has been installed, chemical disinfection of the tank interior shall be performed. Additionally, a new 24 IN diameter permanent manway access shall be installed.

Following the request or registration, a complete set of the bidding documents will be emailed as "zipped" portable document format (PDF) files by contacting Archer-Elgin at 573-364-6362 or by e-mail to [dcareaga@cmarcher.com](mailto:dcareaga@cmarcher.com). Paper specifications and plans are on file for examination at the office of the Engineers, Archer-Elgin Engineering, Surveying and Architecture, 310 East 6<sup>th</sup> Street, Rolla, Missouri 65401. Paper copies of the bidding documents may be obtained from the Engineer upon payment of a non-refundable sum of \$40.00 for each complete set. An additional amount of \$25.00 will be charged for mailing of bidding documents.

A complete set of the bidding documents may be obtained from Archer-Elgin, or reviewed at the following locations:

Archer-Elgin - Engineer  
310 East 6<sup>th</sup> Street  
Rolla, MO 65401  
Phone: 573-364-6362  
Fax: 573-364-4782

City of Salem  
400 North Iron Street  
Salem, MO 65560  
Phone: 573-729-5211  
Fax: 573-729-5371

**FOR REVIEW PURPOSES ONLY**

The Owner reserves the right to reject any or all bids, to waive informalities or irregularities, and to determine the lowest responsive and responsible Bidder, and to award the contract on that basis.

Each bidder must submit a bid security in the amount of five percent (5%) of their total bid.

Contractor shall be enrolled in and participate in a federal work authorization program with respect to the employees working in connection with this project and Contractor cannot knowingly employ any person who is an unauthorized alien in connection with the contracted services set forth above.

March 7, 2023

Date

City of Salem

Owner


ENGINEER'S PROJECT NO. 19072111-17



## 00110 INFORMATION FOR BIDDERS

Figure 1 - Site 1 (Well 4) Street View



Keynote: 

1. Remove existing pipe insulation and dispose of from site. Install new pipe insulation system consisting of:
  - a. Three (3) IN thick expanded polystyrene foam insulation attached to exterior of existing ductile iron pipe
  - b. Galvanized steel, rigid jacket installed on top of the expanded polystyrene insulation. Jacket shall be manufactured from low carbon cold rolled steel having a continuous hot dipped aluminum-zinc alloy coating applied to the outer surfaces, and finish shall be smooth (Galvalume or approved equal)
  - c. Jacket shall have an integrally bonded moisture barrier over the entire surface in contact with the insulation.
  - d. Jacket shall have a minimum thickness of 0.016 IN.
  - e. Apply specified coating system to exterior of jacket.
  - f. Insulation system and jacket shall extend a minimum of 30 IN below existing grade.



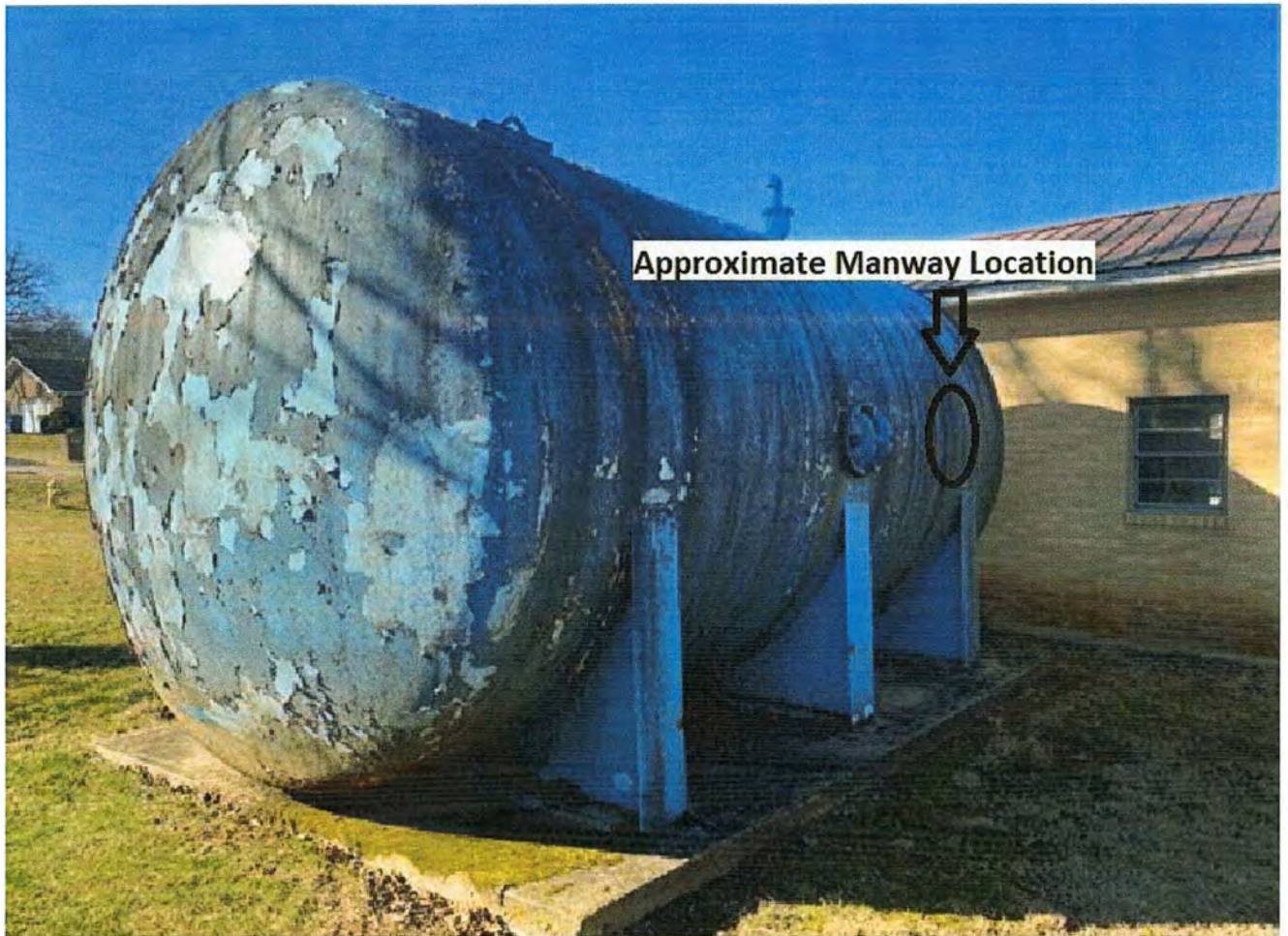
**Figure 2 - Site 1 (Well 4) Side View**



Keynote: #

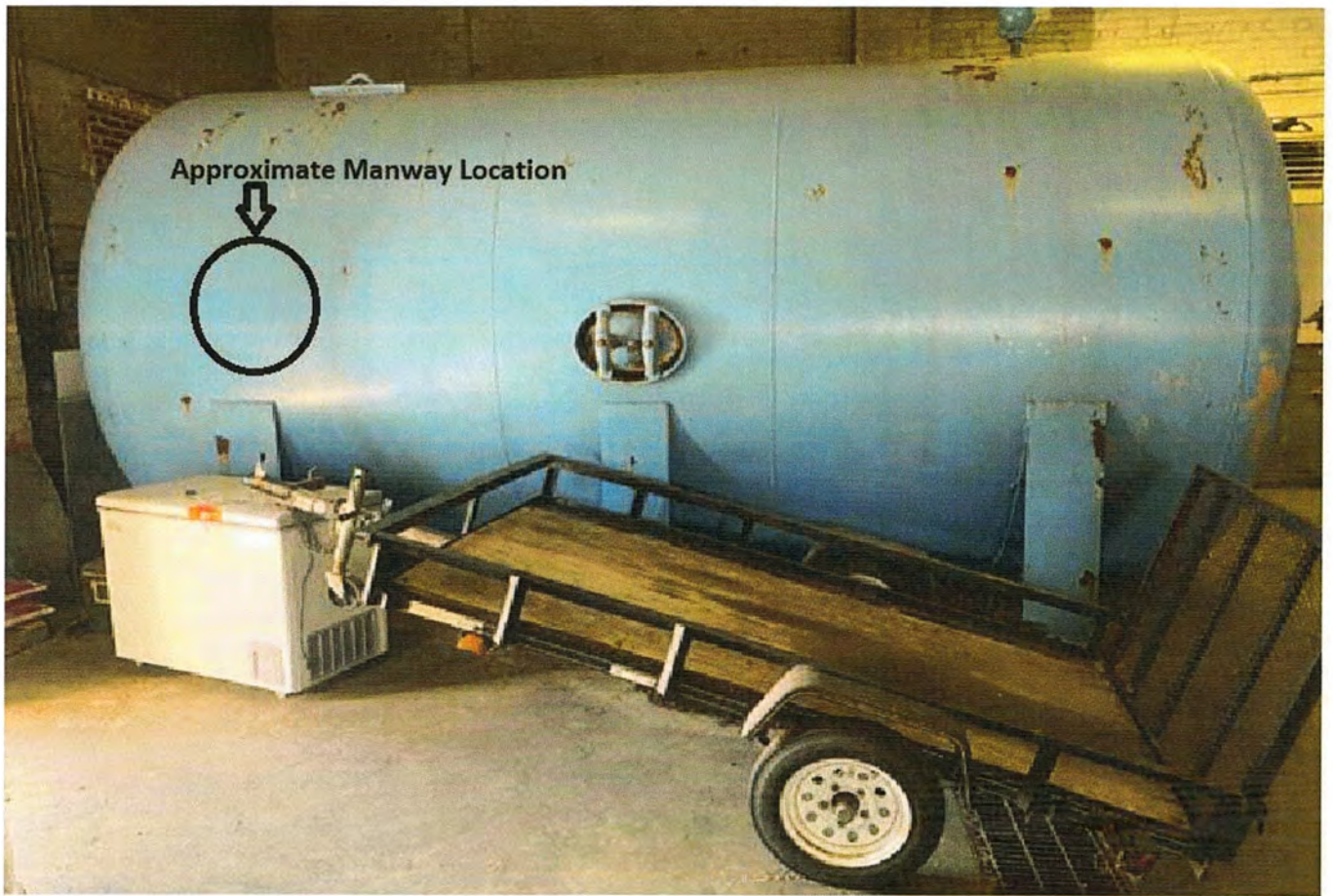
2. Replace existing valve with new 2 IN Globe Valve. See Division 18, Specification Section 18180 – Valves and accessories for details regarding

**Figure 3 - Site 1 (Well 4) Back View**





**Figure 4 - Site 2 (Well 2) Front View**

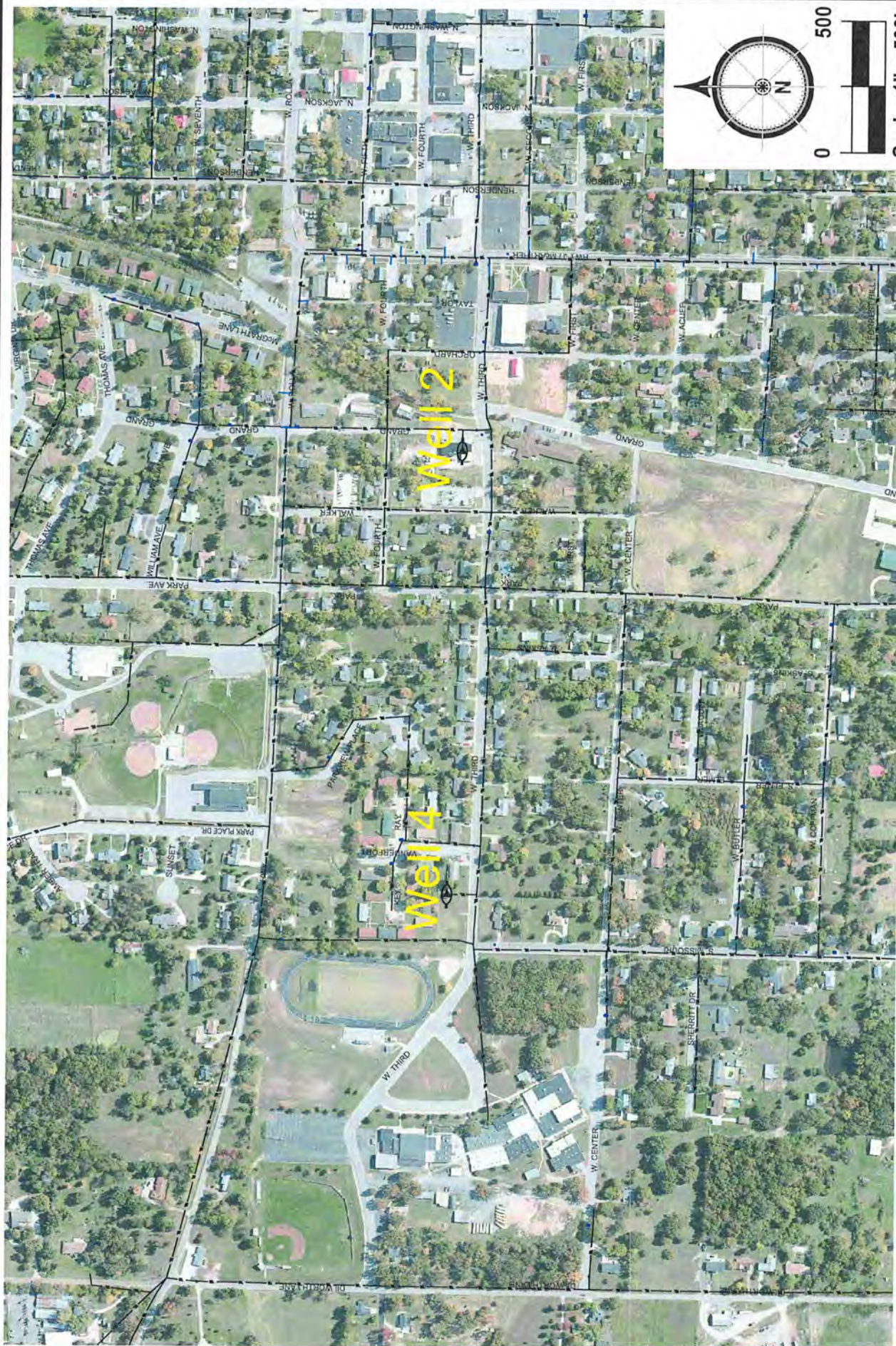




**Figure 5 - Site 2 (Well 2) Side and Rear View**







500

0

Scale: 1" = 500'

**Well No. 2 & 4 Contact Paint**

in  
Salem, Missouri

## Location Map

CM Archer Group, P.C. (NA)

**ARCHER-ELGIN**  
engineering • surveying • architecture  
CM Archer Group, P.C. dba.

architecture

**Corporate Authority:**

CM Archer Group, P.C.:

GM Atchaf Group, P.C.:  
E: 2003023612, LS: 2004017577-D

**Archer-Elgin Surveying & Engineering, LLC:**

Archer-Elgin Surveying & Engineering, LLC:  
E: 2011024038, LS: 2011025471, A-2012014618

PRELIMINARY DRAWING FOR REVIEW  
AND APPROVAL PURPOSES ONLY.  
FINAL PLANS WILL BE SIGNED,  
SEALED, & ISSUED UPON RECEIPT OF  
ALL PLAN REVIEW COMMENTS AND  
APPROVALS FROM LOCAL, STATE, AND  
FEDERAL REGULATORY AGENCIES.

DATE: \_\_\_\_\_

03/06/23

DESIGNED BY:

K

DRAWN BY:

JSM

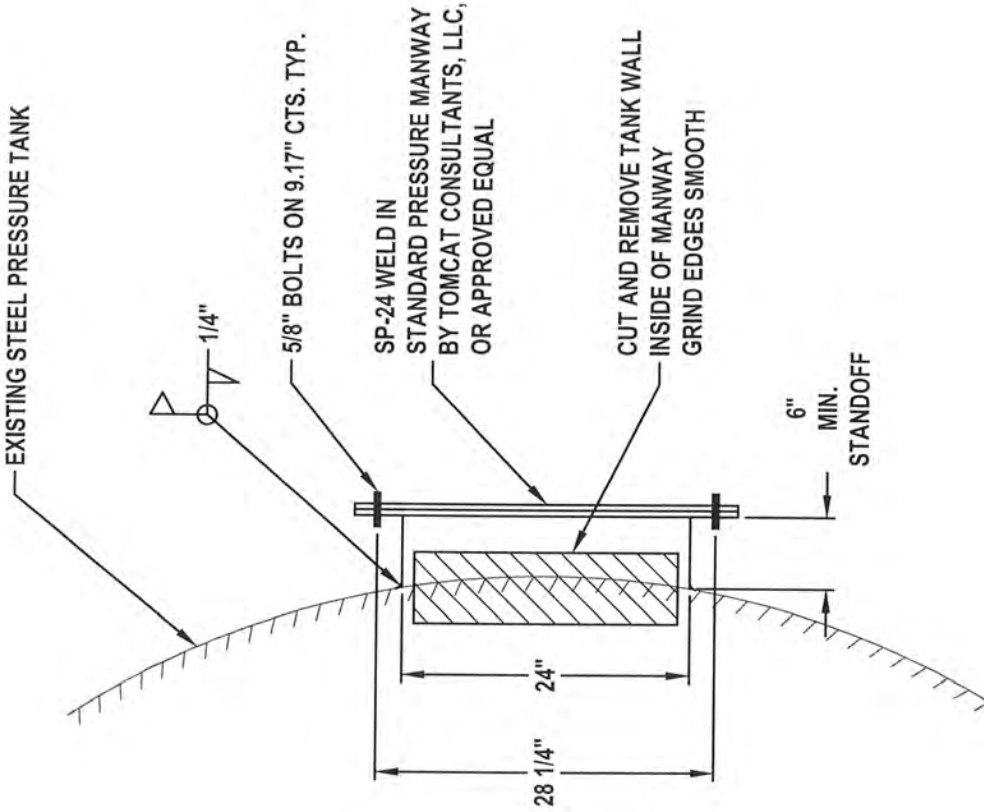
PROJECT NO.

19072111

DRAWING NO.

5





# NOTES:

1. PROVIDE FULL FACE NEOPRANE GASKET FOR SEAL OF OVER TO FLANGE  
INSTALL 5/8" GRAPE 5 BOLTS WITH DOUBLE FLAT WASHERS, NUTS.
2. CUT COLLAR TO FIT EXTERIOR RADIUS OF EXISTING STEEL PRESSURE TANK

<div>DATE: 03/07/23</div> <div>DESIGNED BY: KAC</div> <div>DRAWN BY: JSM</div>	<p>PRELIMINARY DRAWING FOR REVIEW AND APPROVAL PURPOSES ONLY. FINAL PLANS WILL BE SIGNED, SEALED, &amp; ISSUED UPON RECEIPT OF ALL PLAN REVIEW COMMENTS AND APPROVALS FROM LOCAL, STATE, AND FEDERAL REGULATORY AGENCIES.</p>	<p>Corporate Authority: CM Archer Group, P.C.: 2004017577-D E: 2003023512, LS: 2004017577-D Archer-Elgin Surveying &amp; Engineering, LLC: E: 2011024038, LS: 2011025471, A-2012014618</p>	<p><b>ARCHER-ELGIN</b> engineering : surveying : architecture Office Location: 310 East Sixth Street Rolla, Mo. 65401 573-364-6362 • Fax 573-364-4782 www.archer-elgin.com</p>	<p>Well No. 2 &amp; 4 Contact Paint in Salem, Missouri</p>	<div>PROJECT NO. 19072111 TO 17</div> <div>DRAWING NO. 1</div>
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## 00200 INSTRUCTIONS TO BIDDERS

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3.0 EXAMINATION OF CONTRACT DOCUMENTS AND SITE.....	1
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## **00200 INSTRUCTIONS TO BIDDERS**

### **1.0 COPIES OF BIDDING DOCUMENTS**

- 1.1 Complete sets of bound copies of Bidding Documents may be obtained as set forth in the Advertisement for Bids. Neither Owner nor Engineer assumes any responsibility for errors or misinterpretations resulting from the use of incomplete sets of Bidding Documents.

### **2.0 QUALIFICATIONS OF BIDDERS**

- 2.1 Bidders Applicator shall have 3 years or more experience and have successfully completed coating system applications similar in material and extent to those indicated.
- 2.2 When bonding is required, the bidder who is bonded must be the entity performing greater than 51% of the Work.
- 2.3 In addition to price, the City will consider the following factors in determining the best bid. Bidder shall submit such information, at the Owner's request, to afford a reasonable assessment of the listed factors.
  - a. The ability, capacity and skill of the bidder to perform the contract or provide the goods or services required.
  - b. Whether the bidder can perform the contract or provide the goods or services promptly, or within the time specified, without delay or interference.
  - c. The character, integrity, reputation, judgment, experience and efficiency of the bidder.
  - d. The quality of performance of previous contracts, goods or services.
  - e. The previous and existing compliance with the bidder with laws and ordinances relating to the contract, goods or services.
  - f. The sufficiency of the financial resources and ability of the bidder to perform the contract or provide the goods or services.
  - g. The quality, availability and adaptability of the supplies, or contractual services to the particular use required.
  - h. The ability of the bidder to provide future maintenance and service for the use of the subject of the contract.

### **3.0 EXAMINATION OF CONTRACT DOCUMENTS AND SITE**

- 3.1 It is the responsibility of each Bidder, before submitting a Bid, to (a) examine the Bidding Documents thoroughly, (b) visit the site to become completely familiar with local conditions that may in any manner affect cost, schedule, progress, performance or furnishing of the Work, (c) familiarize himself with and consider federal, state and local laws, ordinances, rules and regulations.

### **4.0 BID SECURITY**

- 4.1 Bid Security shall be made payable without condition to the Owner, in an amount not less than five percent (5%) of the Bidder's Total Bid Price, and in the form of either a certified or bank check upon an incorporated bank or trust company, or a Bid Bond issued by a good and sufficient surety satisfactory to Owner. Owner will accept only surety company or companies authorized to write Bonds of such character and amount under the laws of the state in which the Work is located and are listed in the U.S. Treasury Department Circular 570, meeting the requirements of the General Conditions.
- 4.2 Attorneys-in-Fact who sign Bid Bonds shall file with such Bonds a certified copy of their Power of Attorney to sign Bonds and conduct business in the State in which the Work is located.



## **11.0 OPENING OF BIDS**

- 14.1 All Bids received within the announced closing time for the receipt of Bids stipulated in the Advertisement for Bids will be opened publicly. Bids will be read aloud and a tabulation of the applicable Total Bid Price and major alternates (if any) will be made available to Bidders within a reasonable time after the opening of Bids. Any Bid received after the announced closing time may be returned unopened. Any uncertainties as to whether a Bid was submitted in time will be resolved at Owner's sole discretion.

## **12.0 AWARD OF CONTRACT**

- 12.1 To the extent permitted by applicable state and federal laws and regulations, Owner reserves the right to reject any and all Bids, to waive any and all informalities, and to disregard all nonconforming, nonresponsive, or conditional Bids, or to readvertise for Bids. Also, Owner reserves the right to reject the Bid of any Bidder if Owner believes that it would not be in the best interest of the Project to make an award to that Bidder, whether because the Bid is not responsive or the Bidder is unqualified or of doubtful financial ability, or is found to lack honesty, integrity or moral integrity or fails to meet any other pertinent standard or criteria established by the intent of the Bidding Documents.
- 12.2 Discrepancies on the Bid Form between words (if required) and figures shall be resolved so that the written words shall be binding on that Bidder. Discrepancies between the indicated sum of any column of figures and the correct sum will be resolved so that the correct sum shall be binding on that Bidder. Discrepancies in the multiplication of unit prices times the indicated units of Work will be resolved so that the proposed unit prices shall be binding on the Bidder. Discrepancies between a stipulated price and that indicated shall be resolved so that the stipulated allowance, or "no more than" or "no less than" price, shall be binding on that Bidder.

## **13.0 CONTRACT SECURITY AND INSURANCE**

- 13.1 Prior to beginning work, the Contractor shall furnish Certificate of Insurance, naming the Owner and Engineer as Additional Insured. No work will be authorized until this requirement is met. Contractor shall be required to maintain General Liability Insurance in an amount no less than \$1 million per occurrence, \$2 million in the aggregate; Automobile Liability Insurance in an amount no less than \$1 million, combined single limit; and Worker's Compensation and Employers Liability Insurance, statutory limits. Contractor shall be required to maintain insurance throughout the performance of this contract.
- 13.2 Contractor shall furnish performance, maintenance, and payment Bonds, each in an amount at least equal to the Contract Price as security for the faithful performance and payment of all Contractor's obligations under the Contract Documents. These Bonds shall remain in effect at least until one year after the date when final payment becomes due, except as otherwise provided by Law or Regulation or by the Contract Documents. Contractor shall also furnish such other Bonds as are required by the Supplementary Conditions. All Bonds shall be in the forms prescribed by Law or Regulation or by the Contract Documents and be executed by good and sufficient sureties as are named in the current list of "Companies Holding Certificates of Authority as Acceptable Sureties on Federal Bonds and as Acceptable Reinsuring Companies" as published in Circular 570 (amended) by the Audit Staff Bureau of Accounts, U.S. Treasury Department. All Bonds signed by an agent must be accompanied by a certified copy of the authority to act. If the surety on any Bond furnished by Contractor is declared bankrupt or becomes insolvent or its right to do business is terminated in any state where any part of the Project is located or it ceases to meet the requirements of this

## **18.0 TAXES**

- 18.1 Pursuant to RSMo Section 144.030, the Missouri Department of Revenue has exempted certain items of this Contract from State and local sales and use taxes. RSMo Section 144.030.2.(14) permits exemption for machinery, equipment, appliances, and devices purchased or leased and used solely for the purpose of preventing, abating, or monitoring water pollution, and materials and supplies solely required for the installation, construction or reconstruction of such machinery, equipment, appliances and devices, and so certified by the Director of the Department of Natural Resources, provided that any action by the Director may be appealed to the Missouri Clean Water Commission which may uphold or reverse the action.
- 18.2 Bidders shall not include in their Bid any sales, use or similar taxes on items which qualify for exemption. Any taxes on any of the above items which qualify for exemption will not be accepted for payment and will be deducted from the Contract Price if included on Contractor's invoices, or in any manner included as a part of Contractor's billing to the Owner.

## **19.0 RETAINAGE**

- 19.1 5% of monthly pay applications shall be retained by the Owner until final completion certification by the Engineer unless noted otherwise.

END OF INSTRUCTIONS TO BIDDERS



00400 BID FORM – ADDENDUM NO. 2

WELL NO. 2 AND WELL NO. 4 CONTACT TANK PAINTING  
for  
CITY OF SALEM, MISSOURI

THE UNDERSIGNED BIDDER, having examined the Instructions to Bidders, Contract Forms, Drawings, Specifications, and other related Contract Documents referred to herein, and any and all Addenda thereto; the location, arrangement, and construction of existing railways, highways, streets, roads, structures, utilities, and facilities which affect or may be affected by the Work; the topography and condition of the site of the Work; and being acquainted with and fully understanding (a) the extent and character of the Work covered by this Bid Form; (b) the location, arrangement, and specified requirements of and for the proposed structures and miscellaneous items of Work appurtenant thereto; (c) the nature and extent of the excavations to be made, and the type, character and general condition of the materials to be excavated; (d) the necessary handling and rehandling of excavated materials; (e) all existing and local conditions relative to construction difficulties and hazards, labor, transportation, hauling, trucking and rail delivery facilities; and (f) all local conditions, laws, regulations, and all other factors and conditions affecting or which may be affected by the performance of the Work required by the Contract Documents.

HEREBY PROPOSE and agrees, if this Bid is accepted, to enter into agreement in the form attached hereto, and to perform all Work and to furnish all required materials, supplies, equipment, tools and plant; to perform all necessary labor; and to construct, install, erect and complete all Work stipulated in, required by, in accordance with the Contract Documents and other terms and conditions referred to therein (as altered, amended, or modified by any and all Addenda thereto) at the prices set forth in the following Schedule of Prices.

Bidder hereby agrees to commence Work under this Contract on the thirtieth day after the Effective Date of the Agreement or, if a Notice to Proceed is given, on the day indicated in the Notice to Proceed. A Notice to Proceed may be given at any time within thirty days after the Effective Date of the Agreement. The Bidder agrees to fully complete all Work within the time frame as provided for in the Agreement.

Bidder further agrees, if the Bid is accepted, to pay as an agreed amount of liquidated damages for each section awarded as provided in the Agreement, General Conditions, and Supplementary Conditions.

Bidder accepts the provisions of the Instructions to Bidders regarding disposition of Bid Security.

Bidder acknowledges receipt of the following Addenda, which have been considered in the preparation of this Bid:

No.	<u>1</u>	Dated:	<u>3/20/23</u>
No.	<u>2</u>	Dated:	<u>3/23/23</u>
No.	<u>                    </u>	Dated:	<u>                    </u>
No.	<u>                    </u>	Dated:	<u>                    </u>

Each Bidder shall enter in the space provided below the names of the manufacturers and/or suppliers of materials or equipment whose items are named or specified in the Bidding Documents, including all Addenda, which the Contractor proposes to furnish and agrees that prices shown on the Bid Form are based on each item named below. Upon award of the Contract, the named material or equipment shall be furnished. Substitutions will be permitted only if named item does not meet the Specifications.

If preliminary or "Pre-bid Qualifications" have been requested and accepted, this acceptance shall not in any way constitute a waiver of the Specifications covering such items. Final acceptance will be based on full conformity with the Specifications covering such items.

<b>Item of Material or Equipment</b>	<b>Manufacturers</b>	<b>Supplier</b>
<u>Paint/Primer</u>	<u>Tnemec</u>	<u>Coating Solutions (Mike Cerutti)</u>

Bidder agrees, if the Bid is accepted, to perform all the Work described in the Contract Documents, including all Addenda, for the following prices. In case of a discrepancy between the Unit Price and the Extension Figure, the Unit Price shall be considered to be the Bid.

## SCHEDULE OF PRICES

### **Base Bid – Well No. 4 Contact Tank Painting**

<u>Item No.</u>	<u>Item Description</u>	<u>Est. Qty.</u>	<u>Unit</u>	<u>Unit Price</u> \$	<u>Extension Figure</u> \$
1	Contact Tank Painting - Well No. 4, per Specifications Sections 01110 & 09920.	1	LS	\$29,454.00	\$29,454.00
<b>TOTAL BASE BID</b>					
Twenty nine thoudsand four hundred fifty four (Words)				Dollars & no/cents	\$29,454.00 (Figures)

### **Base Bid, Additive Alternate No. 1 – Well No. 2 Contact Tank Painting**

<u>Item No.</u>	<u>Item Description</u>	<u>Est. Qty.</u>	<u>Unit</u>	<u>Unit Price</u> \$	<u>Extension Figure</u> \$
A.1	Contact Tank Painting – Well No. 2, per Specifications Sections 01110 & 09920.	1	LS	\$31,475.00	\$31,475.00
<b>BASE BID ADDITIVE ALTERNATE No.1</b>					
Thirty one thousand four hundred sevety five (Words)				Dollars & no/cents	\$31,475.00 (Figures)

### **Base Bid, Additive Alternate No. 2 – Well No. 6 & 8 Contact Tank Piping Insulation**

<u>Item No.</u>	<u>Item Description</u>	<u>Est. Qty.</u>	<u>Unit</u>	<u>Unit Price</u> \$	<u>Extension Figure</u> \$
B.1	Existing Contact Tank Piping Insulation, per specification Sections 00110 and 01110.	1	LS	\$7,400.00	\$7,400.00
<b>BASE BID ADDITIVE ALTERNATE No. 2</b>					
Seven thousand four hundred (Words)				Dollars & no/cents	\$7,400.00 (Figures)

**Base Bid, Additive Alternate No. 3 – Well No. 4 Contact Tank Tiger Mural Painting**

<u>Item No.</u>	<u>Item Description</u>	<u>Est. Qty.</u>	<u>Unit</u>	<u>Unit Price</u> \$	<u>Extension Figure</u> \$
C.1	Replace existing Tiger Mural on Well No. 4 Tank after final coating is applied, per specifications Sections 00110 and 01110.	1	LS	\$6400.00	\$6400.00

**BASE BID ADDITIVE ALTERNATE No. 2**

Six thousand four hundred	Dollars & no/cents	\$6400.00
(Words)		(Figures)

The undersigned hereby agrees to enter into Contract on the attached Agreement Form and furnish the necessary bond within fifteen (15) consecutive calendar days from the receipt of Notice of Award from the Owner's acceptance of this Bid, and to complete said Work within the indicated number of consecutive calendar days from the thirtieth day after the Effective Date of the Agreement, or if a Notice to Proceed is given, from the date indicated in the Notice to Proceed.

If this Bid is accepted and should Bidder for any reason fail to sign the Agreement within fifteen (15) consecutive calendar days as above stipulated, the Bid Security which has been made this day with the Owner shall, at the option of the Owner, be retained by the Owner as liquidated damage for the delay and expense caused the Owner; but otherwise, it shall be returned to the undersigned in accordance with the provisions set forth in the Instructions to Bidders, paragraph 6.0 Bid Security.

Dated at 12:02 pm this 27th day of March, 20 23.

LICENSE or CERTIFICATE NUMBER, if applicable \_\_\_\_\_

FILL IN THE APPROPRIATE SIGNATURE AND INFORMATION BELOW:

**IF AN INDIVIDUAL:** \_\_\_\_\_ Doing Business As  
Signature and Title  
\_\_\_\_\_  
Name of Firm

Business Address of Bidder: \_\_\_\_\_  
\_\_\_\_\_  
Telephone No. \_\_\_\_\_

.....  
**IF A PARTNERSHIP:** \_\_\_\_\_  
Name of Partnership  
\_\_\_\_\_  
Member of Firm

Business Address of Bidder: \_\_\_\_\_  
\_\_\_\_\_  
Telephone No. \_\_\_\_\_

.....  
**IF A CORPORATION:** Hogan's Inc  
Name of Corporation  
By [Signature] Vice President  
Signature & Title

ATTEST: Frieda A Hogan (CORPORATE SEAL)

Business Address of Bidder: 2787 Carter Route M  
Van Buren Mo 63965  
Telephone No. 573-323-8214

If Bidder is a Corporation, supply the following information:

State in which Incorporated: Missouri

Name and Address of its: President John A Hogan Sr 2787 Carter Route M Van Buren Mo 63965

Secretary Frieda A Hogan 2787 Carter Route M Van Buren Mo 63965



00500 AGREEMENT

WELL NO. 2 AND WELL NO. 4 CONTACT TANK PAINTING  
for  
CITY OF SALEM, MISSOURI

THIS AGREEMENT, made and entered into this \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_, by and between \_\_\_\_\_ City of Salem \_\_\_\_\_, Party of the First Part and hereinafter called the Owner, and \_\_\_\_\_ Hogan's, Inc. \_\_\_\_\_ a \_\_\_\_\_ Corporation \_\_\_\_\_ of \_\_\_\_\_ 2787 Carter Route M; Van Buren, MO 63965 \_\_\_\_\_ Party of the Second Part and hereinafter called the Contractor.

WITNESSETH:

THAT WHEREAS, the Owner has caused to be prepared, in accordance with law, specifications, plans, and other contract documents for the work herein described and has approved and adopted said documents, and has caused to be published, in the manner and for the time required by law, an advertisement for and in connection with the construction of the improvements, complete, in accordance with the contract documents and the said plans and specifications; and

WHEREAS, the Contractor, in response to such advertisement, has submitted to the Owner, in the manner and at the time specified, a sealed bid in accordance with the terms of said advertisement;

WHEREAS, the Owner, in the manner prescribed by law, has publicly opened, examined and canvassed the bids submitted in response to the published advertisement therefore, and as a result of such canvass has determined and declared the aforesaid Contractor to be the lowest responsive and responsible Bidder for the said work and has duly awarded to the said Contractor a contract therefore, for the sum or sums named in the Contractor's bid, a copy thereof being attached to and made a part of this contract.

NOW, THEREFORE, in consideration of the compensation to be paid to the Contractor and of the mutual agreements herein contained, the Parties to these presents have agreed and hereby agree, the Owner for itself and its successors, and the Contractor for its, his, or their executors and administrators, as follows:

ARTICLE I. That the Contractor shall (a) furnish all tools, equipment, supplies, superintendence, transportation, and other construction accessories, services and facilities; (b) furnish all materials, supplies and equipment specified and required to be incorporated in and form a permanent part of the completed work except the items specified to be furnished by the Owner; (c) provide and perform all necessary labor; and (d) in a good, substantial, and workmanlike manner and in accordance with the provisions of the contract attached hereto and make a part hereof, and in conformance with the contract plans and specifications designated and identified therein, execute, construct, and complete all work included in and covered by the Owner's official award of this contract to the said Contractor, such award being based on the acceptance by the Owner of the Contractor's bid for the construction of the improvements.

It is further stipulated that not less than the prevailing rate of wages as found by the Department of Labor and Industrial Relations of the State of Missouri or determined by the courts of appeal shall be paid to all workmen performing work under this Contract.

SIGNATURE:

ATTEST:

Owner, Party of the First Part

Name and Title

By \_\_\_\_\_  
(Name and Title)

(SEAL)

LICENSE or CERTIFICATE NUMBER, if applicable \_\_\_\_\_

SIGNATURE OF CONTRACTOR:

**IF AN INDIVIDUAL OR PARTNERSHIP**

Contractor, Party of the Second Part

By \_\_\_\_\_  
(Name and Title)

**IF A CORPORATION**

Contractor, Party of the Second Part

ATTEST:

Secretary

(CORPORATE SEAL)

STATE OF Missouri  
COUNTY OF Carter

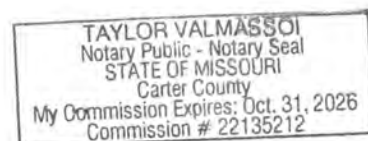
On This 1 day of May, 2023, before me appeared Heath Hogan  
to me personally known who, being by me duly sworn, did say that he is the Vice President of Hogan's Inc  
and that the seal affixed to said instrument is the corporate seal of  
said corporation by authority of its board of directors, and said Vice President  
acknowledged said instrument to be the free act and deed of said corporation.

(SEAL)

My Commission Expires

10/31/26

Notary Public Within and For Said  
County and State



**AUTHORIZATION TO INSERT DATE INTO**  
**CONTRACT BONDS**

April 25, 2023

To: City of Salem

RE: Hogan's, Inc.  
Authority to Date Contract Bonds – **Bond No: 7445152**

To Whom It May Concern:

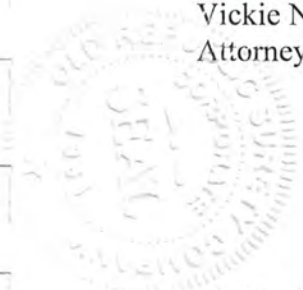
This letter gives you the authority to date the five (5) Performance, Payment, and Maintenance Bonds attached to match the date that you enter into Contract with Hogan's, Inc. for the project named: **Well No. 2 and Well No. 4 - Contact Tank Painting**. You will also need to date the Power of Attorneys to match the contract date. When this is completed please forward to me, at the address noted below, a copy of the signed and dated bonds along with the Power of Attorney.

I appreciate your assistance in this matter.

Sincerely,



Vickie Nickel  
Attorney-In-Fact



Vickie J. Nickel, Account Executive  
vnickel@ckcins.com Phone: 913-754-0191  
Cornerstone Kansas City  
10561 Barkley St., Suite 200  
Overland Park, KS 66212





# OLD REPUBLIC SURETY COMPANY

## POWER OF ATTORNEY

KNOW ALL MEN BY THESE PRESENTS That OLD REPUBLIC SURETY COMPANY, a Wisconsin stock insurance corporation, does make, constitute and appoint: **VICKIE NICKEL, DAVID PARKHURST, SAMUEL T. BOWLBY, SHAWN BYRNE, REBECCA A. LILLEY,**  
**KERRY A. SHERROD** of OVERLAND PARK, CO

its true and lawful Attorney(s)-in-Fact, with full power and authority for and on behalf of the company as surety, to execute and deliver and affix the seal of the company thereto (if a seal is required), bonds, undertakings, recognizances or other written obligations in the nature thereof, **(other than bail bonds, bank depository bonds, mortgage deficiency bonds, mortgage guaranty bonds, guarantees of installment paper and note guaranty bonds, self-insurance workers compensation bonds guaranteeing payment of benefits, or black lung bonds),** as follows:

### ALL WRITTEN INSTRUMENTS

and to bind OLD REPUBLIC SURETY COMPANY thereby, and all of the acts of said Attorneys-in-Fact, pursuant to these presents, are ratified and confirmed. This appointment is made under and by authority of the board of directors at a special meeting held on February 18, 1982.

This Power of Attorney is signed and sealed by facsimile under and by the authority of the following resolutions adopted by the board of directors of the OLD REPUBLIC SURETY COMPANY on February 18, 1982.

RESOLVED that, the president, any vice-president or assistant vice president, in conjunction with the secretary or any assistant secretary, may appoint attorneys-in-fact or agents with authority as defined or limited in the instrument evidencing the appointment in each case, for and on behalf of the company to execute and deliver and affix the seal of the company to bonds, undertakings, recognizances, and suretyship obligations of all kinds; and said officers may remove any such attorney-in-fact or agent and revoke any Power of Attorney previously granted to such person.

RESOLVED FURTHER, that any bond, undertaking, recognizance, or suretyship obligation shall be valid and binding upon the Company

- (i) when signed by the president, any vice president or assistant vice president, and attested and sealed (if a seal be required) by any secretary or assistant secretary; or
- (ii) when signed by the president, any vice president or assistant vice president, secretary or assistant secretary, and countersigned and sealed (if a seal be required) by a duly authorized attorney-in-fact or agent; or
- (iii) when duly executed and sealed (if a seal be required) by one or more attorneys-in-fact or agents pursuant to and within the limits of the authority evidenced by the Power of Attorney issued by the company to such person or persons.


RESOLVED FURTHER that the signature of any authorized officer and the seal of the company may be affixed by facsimile to any Power of Attorney or certification thereof authorizing the execution and delivery of any bond, undertaking, recognizance, or other suretyship obligations of the company; and such signature and seal when so used shall have the same force and effect as though manually affixed.

IN WITNESS WHEREOF, OLD REPUBLIC SURETY COMPANY has caused these presents to be signed by its proper officer, and its corporate seal to be affixed this 2nd day of December, 2022.

  
 Assistant Secretary



OLD REPUBLIC SURETY COMPANY

  
 President

STATE OF WISCONSIN, COUNTY OF WAUKESHA - SS

On this 2nd day of December, 2022, personally came before me, Alan Paylic and Karen J. Haffner, to me known to be the individuals and officers of the OLD REPUBLIC SURETY COMPANY who executed the above instrument, and they each acknowledged the execution of the same, and being by me duly sworn, did severally depose and say: that they are the said officers of the corporation aforesaid, and that the seal affixed to the above instrument is the seal of the corporation, and that said corporate seal and their signatures as such officers were duly affixed and subscribed to the said instrument by the authority of the board of directors of said corporation.



  
 Notary Public

My Commission Expires: September 28, 2026

(Expiration of notary's commission does not invalidate this instrument)

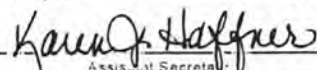
### CERTIFICATE

I, the undersigned, assistant secretary of the OLD REPUBLIC SURETY COMPANY, a Wisconsin corporation, CERTIFY that the foregoing and attached Power of Attorney remains in full force and has not been revoked; and furthermore, that the Resolutions of the board of directors set forth in the Power of Attorney, are now in force.

40-1743



Signed and sealed at the City of Brookfield, WI this 25th day of April, 2023

  
 Assistant Secretary

GRSC 22262 (3-08)

CORNERSTONE KANSAS CITY, LLC.

Bond No. 7445152

**00611 PERFORMANCE BOND**

KNOW ALL PERSONS BY THESE PRESENTS: That \_\_\_\_\_

\_\_\_\_\_  
Hogan's, Inc.  
(Name of Contractor)

\_\_\_\_\_  
2787 Carter Route M, Van Buren, MO 63965  
(Address of Contractor)

a \_\_\_\_\_ Corporation \_\_\_\_\_ hereinafter called Principal, and  
(Corporation, Partnership, or Individual)

\_\_\_\_\_  
Old Republic Surety Company  
(Name of Surety)

\_\_\_\_\_  
PO Box 1635, Milwaukee, WI 53201-1635  
(Address of Surety)

hereinafter called Surety, are held and firmly bound unto \_\_\_\_\_

\_\_\_\_\_  
City of Salem, Missouri  
(Name of Owner)

\_\_\_\_\_  
400 North Iron, Salem, MO 65560  
(Address of Owner)

hereinafter called OWNER in the total aggregate penal sum of SIXTY EIGHT THOUSAND THREE  
HUNDRED TWENTY NINE DOLLARS AND NO/100 Dollars (\$ 68,329.00 )

in lawful money of the United States, for the payment of which sum well and truly to be made, we bind ourselves, our heirs, executors, administrators, successors, and assigns, jointly and severally, firmly by these presents.

THE CONDITION OF THIS OBLIGATION is such that whereas, the PRINCIPAL entered into a certain contract with the OWNER, dated the \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_, a copy of which is hereto attached and made a part hereof for the construction of:

\_\_\_\_\_  
Salem Well No. 2 and Well No. 4 Contact Tank Painting

\_\_\_\_\_  
Base Bid, Additive Alternate No. 1 and Additive Alternate No. 2

NOW, THEREFORE, if the Principal shall well, truly and faithfully perform its duties, all the undertakings, covenants, terms, conditions, and agreements of said contract during the original term thereof, and any extensions thereof which may be granted by the OWNER, with or without notice to the SURETY and during the guaranty period and if the PRINCIPAL shall satisfy all claims and demands incurred under such contract, and shall fully indemnify and save harmless the OWNER from all costs and damages which it may suffer by reason of failure to do so, and shall reimburse and repay the OWNER all outlay and expense which the OWNER may incur in making good any default, then this obligation shall be void, otherwise to remain in full



force and effect.

PROVIDED, FURTHER, that said SURETY, for value received, hereby stipulates and agrees that no change, extension of time, alteration or addition to the terms of the contract or to WORK to be performed thereunder or the SPECIFICATIONS accompanying 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 of the contract or to the WORK or to the SPECIFICATIONS.

PROVIDED, FURTHER, that it is expressly agreed that the BOND shall be deemed amended automatically and immediately, without formal and separate amendments hereto, upon amendment to the contract not increasing the contract price more than 50 percent, so as to bind the PRINCIPAL and the SURETY to the full and faithful performance of the CONTRACT so amended. The term "Amendment," wherever used in this BOND, and whether referring to this BOND or the Contract, shall include any alteration, addition, extension, or modification of any character whatsoever.

PROVIDED, FURTHER, that no final settlement between the OWNER and the PRINCIPAL shall abridge the right of the other beneficiary hereunder, whose claim may be unsatisfied. The OWNER is the only beneficiary hereunder.

IN WITNESS WHEREOF, this instrument is executed in five (5) counterparts, each one of which shall be  
Number

deemed an original, this the \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_.

ATTEST:

Frieda A. Hogan  
(Principal) Secretary

(SEAL)

Heath Hogan  
(Witness as to Principal)

2787 Carter Rt. M  
(Address)

Van Buren Mo 63965

Hogan's, Inc.

Principal

By [Signature] V.P. (s)

2787 Carter Rt. M

VanBuren, MO 63965

(Address)

Old Republic Surety Company

Surety

ATTEST:

[Signature]  
(Witness to Surety) Shawn Byrne

10561 Barkley St., Suite 200

(Address)

Overland Park, KS 66212

By Vickie Nickel  
Vickie Nickel Attorney-in-Fact

10561 Barkley St., Suite 200

(Address)

Overland Park, KS 66212

NOTE:

1. Date of BOND must not be prior to date of contract.
2. If CONTRACTOR is partnership, all partners should execute BOND.
3. 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 the state where the Project is located.
4. Accompany this bond with Attorney-in-Fact's Authority from the Surety Company certified to include the date of the bond.

Bond No. 7445152

**00612 PAYMENT BOND**

KNOW ALL PERSONS BY THESE PRESENTS: That \_\_\_\_\_

\_\_\_\_\_  
Hogan's, Inc.  
(Name of Contractor)

\_\_\_\_\_  
2787 Carter Route M; Van Buren, MO 63965  
(Address of Contractor)

a \_\_\_\_\_ Corporation hereinafter called Principal, and  
(Corporation, Partnership, or Individual)

\_\_\_\_\_  
Old Republic Surety Company  
(Name of Surety)

hereinafter called Surety, are held and firmly bound unto \_\_\_\_\_

\_\_\_\_\_  
City of Salem, Missouri  
(Name of Owner)

\_\_\_\_\_  
400 North Iron; Salem, MO 65560  
(Address of Owner)

hereinafter called OWNER, and unto all persons, firms, and corporations who or which may furnish labor, or who furnish materials to perform as described under the contract and to their successors and assigns in the total aggregate penal sum of SIXTY EIGHT THOUSAND THREE HUNDRED TWENTY NINE DOLLARS AND NO/100 Dollars (\$ 68,329.00 ) in lawful money of the United States, for the payment of which sum will be made, we bind ourselves, our heirs, executors, administrators, successors, and assigns, jointly and severally, firmly by these presents.

THE CONDITION OF THIS OBLIGATION is such that whereas, the PRINCIPAL entered into a certain contract with the OWNER, dated the \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_, a copy of which is hereto attached and made a part hereof for the construction of:

\_\_\_\_\_  
Salem Well No. 2 and Well No. 4 Contact Tank Painting

\_\_\_\_\_  
Base Bid, Additive Alternate No. 1 and Additive Alternate No. 2

NOW, THEREFORE, if the PRINCIPAL shall promptly make payment to all persons, firms, and corporations furnishing materials for or performing labor in the prosecution of the WORK provided in such contract, and any authorized extensions or modifications thereof, including all amounts due for materials, lubricants, oil, gasoline, coal and coke, repairs on machinery, equipment and tools, consumed or used in connection with the construction of such WORK, and for all labor cost incurred in such WORK including that by a SUBCONTRACTOR, and to any mechanic or materialman lienholder whether it acquires its lien by operation of State or Federal law; then this obligation shall be void, otherwise to remain in full force and effect.

PROVIDED, that beneficiaries or claimants hereunder shall be limited to the SUBCONTRACTORS, and persons, firms, and corporations having a direct contract with the PRINCIPAL or its SUBCONTRACTORS.

PROVIDED, FURTHER, that said SURETY, for value received, hereby stipulates and agrees that no change, extension of time, alteration or addition to the terms of the contract or to 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 of this contract or to the WORK or to the SPECIFICATIONS.

PROVIDED, FURTHER, that no suit or action shall be commenced hereunder by any claimant: (a) Unless claimant, other than one having a direct contract with the PRINCIPAL, shall have given written notice to any two of the following: The PRINCIPAL, the OWNER, or the SURETY above named within ninety (90) days after such claimant did or performed the last of the work or labor, or furnished the last of the materials for which said claim is made, stating with substantial accuracy the amount claimed and the name of the party to whom the materials were furnished, or for whom the work or labor was done or performed. Such notice shall be served by mailing the same by registered mail or certified mail, postage prepaid, in an envelope addressed to the PRINCIPAL, OWNER, or SURETY, at any place where an office is regularly maintained for the transaction of business, or served in any manner in which legal process may be served in the state in which the aforesaid project is located, save that such service need not be made by a public officer. (b) After the expiration of one (1) year following the date of which PRINCIPAL ceased work on said CONTRACT, it being understood, however, that if any limitation embodied in the BOND is prohibited by any law controlling the construction hereof, such limitation shall be deemed to be amended so as to be equal to the minimum period of limitation permitted by such law.

PROVIDED, FURTHER, that it is expressly agreed that this BOND shall be deemed amended automatically and immediately, without formal and separate amendments hereto, upon amendment to the Contract not increasing the contract price more than 50 percent, so as to bind the PRINCIPAL and the SURETY to the full and faithful performance of the Contract as so amended. The term "Amendment," wherever used in this BOND and whether referring to this BOND or the Contract shall include any alteration, addition, extension or modification of any character whatsoever.

PROVIDED, FURTHER, that no final settlement between the OWNER and the CONTRACTOR shall abridge the right of any beneficiary hereunder, whose claim may be unsatisfied.

IN WITNESS WHEREOF, this instrument is executed in Five (5) counterparts, each one of which shall be  
Number

deemed an original, this the \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_\_.

ATTEST:

Frieda A. Hogan  
(Principal) Secretary

(SEAL)

Keith Hogan  
(Witness as to Principal)  
2787 Carter Rt M  
Address  
Van Buren Mo 63965

ATTEST:

Shawn Byrne  
(Witness to Surety) Shawn Byrne  
10561 Barkely St., Suite 200  
(Address)  
Overland Park, KS 66212

Hogan's, Inc.

Principal

By [Signature] (s)  
2787 Carter Rt. M, VanBuren, MO 63965  
(Address)

Old Republic Surety Company

Surety

By Vickie Nickel  
Vickie Nickel Attorney-in-Fact  
10561 Barkley St., Suite 200  
(Address)  
Overland Park, KS 66212

NOTE:

1. Date of BOND must not be prior to date of contract.
2. If CONTRACTOR is partnership, all partners should execute BOND.
3. 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 the state where the Project is located.
4. Accompany this bond with Attorney-in-Fact's Authority from the Surety Company certified to include the date of the bond.



Bond No. 7445152

**00613 MAINTENANCE BOND**

KNOW ALL PERSONS BY THESE PRESENTS: That \_\_\_\_\_

\_\_\_\_\_  
Hogan's, Inc.  
(Name of Contractor)

\_\_\_\_\_  
2787 Carter Route M; Van Buren, MO 63965  
(Address of Contractor)

a \_\_\_\_\_ Corporation hereinafter called Principal, and  
(Corporation, Partnership, or Individual)

\_\_\_\_\_  
Old Republic Surety Company  
(Name of Surety)

hereinafter called Surety, are held and firmly bound unto \_\_\_\_\_

\_\_\_\_\_  
City of Salem, Missouri  
(Name of Owner)

\_\_\_\_\_  
400 North Iron Street, Salem, MO 65560  
(Address of Owner)

hereinafter called OWNER, and unto all persons, firms, and corporations who or which may furnish labor, or who furnish materials to perform as described under the contract and to their successors and assigns in the total aggregate penal sum SIXTY EIGHT THOUSAND THREE HUNDRED TWENTY NINE DOLLARS AND NO/100 Dollars (\$ 68,329.00 ) in lawful money of the United States, for the payment of which sum well and truly to be made, we bind ourselves, our heirs, executors, administrators, successors, and assigns, jointly and severally, firmly by these presents.

THE CONDITION OF THIS OBLIGATION IS SUCH THAT, Whereas, on the \_\_\_\_ day of \_\_\_\_\_, 20\_\_, the Principal entered into a written agreement with the OWNER, for the construction, reconstruction, or repair of certain public improvements as designated and described in the said agreement; and

Whereas, it was a condition of the contract award by the Owner that these presents be executed by the Principal and Surety aforesaid, and

Whereas, the Principal agrees to guarantee the work hereinabove described, including all materials and workmanship, for the period of one ( 1 ) year(s) beginning on the date the Owner so accepts said Work, said date being the formal acceptance date.

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 said written agreement and other Contract Documents and shall protect the Owner against all damages, losses and expenses which may occur to Owner, by reason of defective materials used, or by reason of defective workmanship done, and for the construction, reconstruction or repair of said public improvements, and settlement of backfill excavated areas.

IN WITNESS WHEREOF, this instrument is executed in Five (5) counterparts, each one of which shall be  
Number

deemed an original, this the \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_.

ATTEST:

*Finola A. Hogan*  
(Principal) Secretary

(SEAL)

*Heath Hogan*  
(Witness as to Principal)

2787 Carter Rt. M  
Van Buren Mo 63965  
(Address)

ATTEST:

*Shawn Byrne*  
(Witness to Surety) Shawn Byrne  
10561 Barkely St., Suite 200  
(Address)  
Overland Park, KS 66212

Hogan's, Inc.

Principal

By *[Signature]* (s)

2898 Carter Rt. M, VanBuren, MO 63965

(Address)

Old Republic Surety Company

Surety

By *Vickie Nickel*

Vickie Nickel Attorney-in-Fact

10561 Barkley St., Suite 200

(Address)

Overland Park, KS 66212

NOTE:

1. Date of BOND must not be prior to date of contract.
2. If CONTRACTOR is partnership, all partners should execute BOND.
3. 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 the state where the Project is located.
4. Accompany this bond with Attorney-in-Fact's Authority from the Surety Company certified to include the date of the bond.



# OLD REPUBLIC SURETY COMPANY

## POWER OF ATTORNEY

KNOW ALL MEN BY THESE PRESENTS: That OLD REPUBLIC SURETY COMPANY, a Wisconsin stock insurance corporation, does make, constitute and appoint:  
**VICKIE NICKEL, DAVID PARKHURST, SAMUEL T. BOWLBY, SHAWN BYRNE, REBECCA A. LILLEY,**  
**KERRY A. SHERROD of OVERLAND PARK, CO**

its true and lawful Attorney(s)-in-Fact, with full power and authority for and on behalf of the company as surety, to execute and deliver and affix the seal of the company thereto (if a seal is required), bonds, undertakings, recognizances or other written obligations in the nature thereof, **(other than bail bonds, bank depository bonds, mortgage deficiency bonds, mortgage guaranty bonds, guarantees of installment paper and note guaranty bonds, self-insurance workers compensation bonds guaranteeing payment of benefits, or black lung bonds),** as follows:

### ALL WRITTEN INSTRUMENTS

and to bind OLD REPUBLIC SURETY COMPANY thereby, and all of the acts of said Attorneys-in-Fact, pursuant to these presents, are ratified and confirmed. This appointment is made under and by authority of the board of directors at a special meeting held on February 18, 1982.

This Power of Attorney is signed and sealed by facsimile under and by the authority of the following resolutions adopted by the board of directors of the OLD REPUBLIC SURETY COMPANY on February 18, 1982.

RESOLVED that, the president, any vice-president or assistant vice president, in conjunction with the secretary or any assistant secretary, may appoint attorneys-in-fact or agents with authority as defined or limited in the instrument evidencing the appointment in each case, for and on behalf of the company to execute and deliver and affix the seal of the company to bonds, undertakings, recognizances, and suretyship obligations of all kinds; and said officers may remove any such attorney-in-fact or agent and revoke any Power of Attorney previously granted to such person.

RESOLVED FURTHER, that any bond, undertaking, recognizance, or suretyship obligation shall be valid and binding upon the Company

- (i) when signed by the president, any vice president or assistant vice president, and attested and sealed (if a seal be required) by any secretary or assistant secretary, or
- (ii) when signed by the president, any vice president or assistant vice president, secretary or assistant secretary, and countersigned and sealed (if a seal be required) by a duly authorized attorney-in-fact or agent; or
- (iii) when duly executed and sealed (if a seal be required) by one or more attorneys-in-fact or agents pursuant to and within the limits of the authority evidenced by the Power of Attorney issued by the company to such person or persons.


RESOLVED FURTHER that the signature of any authorized officer and the seal of the company may be affixed by facsimile to any Power of Attorney or certification thereof authorizing the execution and delivery of any bond, undertaking, recognizance, or other suretyship obligations of the company; and such signature and seal when so used shall have the same force and effect as though manually affixed.

IN WITNESS WHEREOF, OLD REPUBLIC SURETY COMPANY has caused these presents to be signed by its proper officer, and its corporate seal to be affixed this 2nd day of December, 2022

  
 Assistant Secretary



OLD REPUBLIC SURETY COMPANY

  
 President

STATE OF WISCONSIN, COUNTY OF WAUKESHA - SS

On this 2nd day of December, 2022, personally came before me, Alan Pavlic  
 and Karen J. Hafner, to me known to be the individuals and officers of the OLD REPUBLIC SURETY COMPANY who executed the above instrument, and they each acknowledged the execution of the same, and being by me duly sworn, did severally depose and say: that they are the said officers of the corporation aforesaid, and that the seal affixed to the above instrument is the seal of the corporation, and that said corporate seal and their signatures as such officers were duly affixed and subscribed to the said instrument by the authority of the board of directors of said corporation.



  
 Notary Public

My Commission Expires: September 28, 2026

(Expiration of notary's commission does not invalidate this instrument)

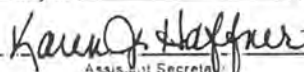
### CERTIFICATE

I, the undersigned, assistant secretary of the OLD REPUBLIC SURETY COMPANY, a Wisconsin corporation, CERTIFY that the foregoing and attached Power of Attorney remains in full force and has not been revoked; and furthermore, that the Resolutions of the board of directors set forth in the Power of Attorney, are now in force.

40-1743



Signed and sealed at the City of Brookfield, WI this \_\_\_\_\_ day of \_\_\_\_\_, 2023

  
 Assistant Secretary

ORSC 22252 (3-06)

CORNERSTONE KANSAS CITY, LLC.





# CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)

5/1/2023

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

**IMPORTANT:** If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must be endorsed. If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

<b>PRODUCER</b> Cornerstone Kansas City, LLC 10561 Barkley St Suite 200 Overland Park KS 66212		<b>CONTACT</b> NAME: Becci McMahon PHONE (A/C, No, Ext): (913) 378-1050 FAX (A/C, No): (913) 378-0399 E-MAIL ADDRESS: certificates@ckcins.com	
<b>INSURED</b> Hogan's Inc dba Hogan's Painting & Sandblasting 2787 Carter Route M San Buren MO 63965		<b>INSURER(S) AFFORDING COVERAGE</b> INSURER A: Employers Mutual Casualty Company INSURER B: American Interstate Ins Company INSURER C: INSURER D: INSURER E: INSURER F:	

NAIC #

21415

31895

**COVERAGES**

CERTIFICATE NUMBER: CL22122932309

REVISION NUMBER:

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSR LTR	TYPE OF INSURANCE	ADDL INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
A	<input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: <input type="checkbox"/> POLICY <input checked="" type="checkbox"/> PROJECT <input type="checkbox"/> LOC OTHER: as per written contract	X		6D50806	12/19/2022	12/19/2023	EACH OCCURRENCE \$ 1,000,000 DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 500,000 MED EXP (Any one person) \$ 10,000 PERSONAL & ADV INJURY \$ 1,000,000 GENERAL AGGREGATE \$ 2,000,000 PRODUCTS - COMP/OP AGG \$ 2,000,000
A	<input checked="" type="checkbox"/> AUTOMOBILE LIABILITY <input type="checkbox"/> ANY AUTO <input type="checkbox"/> ALL OWNED AUTOS <input type="checkbox"/> HIRED AUTOS <input type="checkbox"/> SCHEDULED AUTOS <input type="checkbox"/> NON-OWNED AUTOS	X		6E50806	12/19/2022	12/19/2023	COMBINED SINGLE LIMIT (Ea accident) \$ 1,000,000 BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$ Uninsured motorist combined single \$ 1,000,000
A	<input checked="" type="checkbox"/> UMBRELLA LIAB <input checked="" type="checkbox"/> OCCUR <input type="checkbox"/> EXCESS LIAB <input type="checkbox"/> CLAIMS-MADE DED <input checked="" type="checkbox"/> RETENTION \$ 10,000	X		6J50806	12/19/2022	12/19/2023	EACH OCCURRENCE \$ 2,000,000 AGGREGATE \$ 2,000,000
B	<input checked="" type="checkbox"/> WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below	Y/N N	N/A	AVWCM03092152022	5/20/2022	5/20/2023	<input checked="" type="checkbox"/> PER STATUTE <input type="checkbox"/> OTH-ER E.L. EACH ACCIDENT \$ 1,000,000 E.L. DISEASE - EA EMPLOYEE \$ 1,000,000 E.L. DISEASE - POLICY LIMIT \$ 1,000,000
A	<input checked="" type="checkbox"/> Leased/Rented Equipment			6C50806	12/19/2022	12/19/2023	LIMIT / DEDUCTIBLE 250,000 / 1,000
A	<input checked="" type="checkbox"/> Installation Floater			6C50806	12/19/2022	12/19/2023	LIMIT / DEDUCTIBLE 100,000 / 1,000

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)

City of Salem and Archer Elgin Engineering are named as Additional Insured as respects the General, Auto and Umbrella Liability policies, as per written contract.

**CERTIFICATE HOLDER****CANCELLATION**

City of Salem  
400 N. Iron St.  
Salem, MO 65560

SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.

AUTHORIZED REPRESENTATIVE

David Parkhurst/BM

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CORD 25 (2014/01)

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IS025 (201401)

**AFFIDAVIT**

STATE OF MISSOURI )  
 ) ss  
COUNTY OF Carter )

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

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

EMPLOYEE:

Any person performing work or service of any kind or character for hire within the State of Missouri

FEDERAL WORK AUTHORIZATION PROGRAM:

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

KNOWINGLY:

A person acts knowingly or with knowledge,

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

## UNAUTHORIZED ALIEN:

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

BEFORE ME, the undersigned authority, personally appeared John A. Hogan, Sr.,  
who, being duly sworn, states on his oath or affirmation as follows:

1. My name is John A. Hogan, Sr. and I am currently the President of Hogan's, Inc., (hereinafter "Contractor"), whose business address is 2787 Carter Route M; Van Buren, MO 63965, and I am authorized to make this Affidavit.
2. I am of sound mind and capable of making this Affidavit, and am personally acquainted with the facts stated herein.
3. Contractor is enrolled in and participates in a federal work authorization program with respect to the employees working in connection with the following services contracted between Contractor and City of Salem, Missouri.
4. Contractor does not knowingly employ any person who is an unauthorized alien in connection with the contracted services set forth above.
5. Attached hereto is documentation affirming Contractor's enrollment and participation in a federal work authorization program with respect to the employees working in connection with the contracted services.

Further, Affiant saith not.



Dated at \_\_\_\_\_ this 1<sup>st</sup> day of May, 2023

LICENSE or CERTIFICATE NUMBER, if applicable \_\_\_\_\_

FILL IN THE APPROPRIATE SIGNATURE AND INFORMATION BELOW:

**IF AN INDIVIDUAL:** \_\_\_\_\_ Doing Business As

By \_\_\_\_\_  
Name of Firm  
Signature and Title

Business Address of Bidder: \_\_\_\_\_

Telephone No. \_\_\_\_\_

.....  
**IF A PARTNERSHIP:** \_\_\_\_\_

By \_\_\_\_\_  
Name of Partnership  
Signature and Title

Business Address of Bidder: \_\_\_\_\_

Telephone No. \_\_\_\_\_

.....  
**IF A CORPORATION:** \_\_\_\_\_

By \_\_\_\_\_  
Name of Corporation  
Signature & Title

ATTEST: Frieda A. Hogan (CORPORATE SEAL)

Business Address of Bidder: 2787 Carter RTM

Van Buren Mo 63965

Telephone No. 573 323 8214

If Bidder is a Corporation, supply the following information:

State in which Incorporated: Missouri

Name and Address of its: President Sha A. Hogan 2787 Carter RTM Van Buren  
Secretary Frieda Hogan 2787 Carter RTM Van Buren

**PLEASE NOTE:**

Acceptable enrollment and participation documentation consists of the following 2 pages of the E-Verify Memorandum of Understanding:

1. A valid, completed copy of the first page identifying the Contractor; and
2. A valid copy of the signature page completed and signed by the Contractor, and the Department of Homeland Security – Verification Division.



Company ID Number: 230011

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

### ARTICLE I

#### PURPOSE AND AUTHORITY

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

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

### ARTICLE II

#### FUNCTIONS TO BE PERFORMED

##### A. RESPONSIBILITIES OF SSA

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





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4. SSA agrees to provide a means of automated verification that is designed (in conjunction with DHS's automated system if necessary) to provide confirmation or tentative nonconfirmation of U.S. citizens' employment eligibility within 3 Federal Government work days of the initial inquiry.

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

#### **B. RESPONSIBILITIES OF DHS**

1. After SSA verifies the accuracy of SSA records for aliens through E-Verify, DHS agrees to provide the Employer access to selected data from DHS's database to enable the Employer to conduct, to the extent authorized by this MOU:

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

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

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

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

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

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

7. DHS agrees to provide a means of automated verification that is designed (in conjunction with SSA verification procedures) to provide confirmation or tentative





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nonconfirmation of employees' employment eligibility within 3 Federal Government work days of the initial inquiry.

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

### **C. RESPONSIBILITIES OF THE EMPLOYER**

1. The Employer agrees to display the notices supplied by DHS in a prominent place that is clearly visible to prospective employees and all employees who are to be verified through the system.

2. The Employer agrees to provide to the SSA and DHS the names, titles, addresses, and telephone numbers of the Employer representatives to be contacted regarding E-Verify.

3. The Employer agrees to become familiar with and comply with the most recent version of the E-Verify User Manual.

4. The Employer agrees that any Employer Representative who will perform employment verification queries will complete the E-Verify Tutorial before that individual initiates any queries.

A. The Employer agrees that all Employer representatives will take the refresher tutorials initiated by the E-Verify program as a condition of continued use of E-Verify, including any tutorials for Federal contractors if the Employer is a Federal contractor.

B. Failure to complete a refresher tutorial will prevent the Employer from continued use of the program.

5. The Employer agrees to comply with current Form I-9 procedures, with two exceptions:

- If an employee presents a "List B" identity document, the Employer agrees to only accept "List B" documents that contain a photo. (List B documents identified in 8 C.F.R. § 274a.2(b)(1)(B)) can be presented during the Form I-9 process to establish identity.) If an employee objects to the photo requirement for religious reasons, the Employer should contact E-Verify at 888-464-4218.
- If an employee presents a DHS Form I-551 (Permanent Resident Card) or Form I-766 (Employment Authorization Document) to complete the Form I-9, the Employer agrees to make a photocopy of the document and to retain the photocopy with the employee's Form I-9. The employer will use the photocopy to verify the photo and to assist DHS with its review of photo non-matches that are contested by employees. Note that employees retain the right to present any List A, or List B and List C, documentation to complete the Form I-9. DHS may in the future designate other documents that activate the photo screening tool.





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6. The Employer understands that participation in E-Verify does not exempt the Employer from the responsibility to complete, retain, and make available for inspection Forms I-9 that relate to its employees, or from other requirements of applicable regulations or laws, including the obligation to comply with the antidiscrimination requirements of section 274B of the INA with respect to Form I-9 procedures, except for the following modified requirements applicable by reason of the Employer's participation in E-Verify: (1) identity documents must have photos, as described in paragraph 5 above; (2) a rebuttable presumption is established that the Employer has not violated section 274A(a)(1)(A) of the Immigration and Nationality Act (INA) with respect to the hiring of any individual if it obtains confirmation of the identity and employment eligibility of the individual in compliance with the terms and conditions of E-Verify; (3) the Employer must notify DHS if it continues to employ any employee after receiving a final nonconfirmation, and is subject to a civil money penalty between \$550 and \$1,100 for each failure to notify DHS of continued employment following a final nonconfirmation; (4) the Employer is subject to a rebuttable presumption that it has knowingly employed an unauthorized alien in violation of section 274A(a)(1)(A) if the Employer continues to employ an employee after receiving a final nonconfirmation; and (5) no person or entity participating in E-Verify is civilly or criminally liable under any law for any action taken in good faith based on information provided through the confirmation system. DHS reserves the right to conduct Form I-9 compliance inspections during the course of E-Verify, as well as to conduct any other enforcement activity authorized by law.

7. The Employer agrees to initiate E-Verify verification procedures for new employees within 3 Employer business days after each employee has been hired (but after both sections 1 and 2 of the Form I-9 have been completed), and to complete as many (but only as many) steps of the E-Verify process as are necessary according to the E-Verify User Manual. The Employer is prohibited from initiating verification procedures before the employee has been hired and the Form I-9 completed. If the automated system to be queried is temporarily unavailable, the 3-day time period is extended until it is again operational in order to accommodate the Employer's attempting, in good faith, to make inquiries during the period of unavailability. In all cases, the Employer must use the SSA verification procedures first, and use DHS verification procedures and photo screening tool only after the SSA verification response has been given. Employers may initiate verification by notating the Form I-9 in circumstances where the employee has applied for a Social Security Number (SSN) from the SSA and is waiting to receive the SSN, provided that the Employer performs an E-Verify employment verification query using the employee's SSN as soon as the SSN becomes available.

8. The Employer agrees not to use E-Verify procedures for pre-employment screening of job applicants, in support of any unlawful employment practice, or for any other use not authorized by this MOU. Employers must use E-Verify for all new employees, unless an Employer is a Federal contractor that qualifies for the exceptions described in Article II.D.1.c. Except as provided in Article II.D, the Employer will not verify selectively and will not verify employees hired before the effective date of this MOU. The Employer understands that if the Employer uses E-Verify procedures for any purpose other than as authorized by this MOU, the Employer may be subject to appropriate legal action and termination of its access to SSA and DHS information pursuant to this MOU.

9. The Employer agrees to follow appropriate procedures (see Article III. below) regarding tentative nonconfirmations, including notifying employees of the finding, providing written referral instructions to employees, allowing employees to contest the finding, and not taking





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adverse action against employees if they choose to contest the finding. Further, when employees contest a tentative nonconfirmation based upon a photo non-match, the Employer is required to take affirmative steps (see Article III.B. below) to contact DHS with information necessary to resolve the challenge.

10. The Employer agrees not to take any adverse action against an employee based upon the employee's perceived employment eligibility status while SSA or DHS is processing the verification request unless the Employer obtains knowledge (as defined in 8 C.F.R. § 274a.1(i)) that the employee is not work authorized. The Employer understands that an initial inability of the SSA or DHS automated verification system to verify work authorization, a tentative nonconfirmation, a case in continuance (indicating the need for additional time for the government to resolve a case), or the finding of a photo non-match, does not establish, and should not be interpreted as evidence, that the employee is not work authorized. In any of the cases listed above, the employee must be provided a full and fair opportunity to contest the finding, and if he or she does so, the employee may not be terminated or suffer any adverse employment consequences based upon the employee's perceived employment eligibility status (including denying, reducing, or extending work hours, delaying or preventing training, requiring an employee to work in poorer conditions, refusing to assign the employee to a Federal contract or other assignment, or otherwise subjecting an employee to any assumption that he or she is unauthorized to work) until and unless secondary verification by SSA or DHS has been completed and a final nonconfirmation has been issued. If the employee does not choose to contest a tentative nonconfirmation or a photo non-match or if a secondary verification is completed and a final nonconfirmation is issued, then the Employer can find the employee is not work authorized and terminate the employee's employment. Employers or employees with questions about a final nonconfirmation may call E-Verify at 1-888-464-4218 or OSC at 1-800-255-8155 or 1-800-237-2515 (TDD).

11. The Employer agrees to comply with Title VII of the Civil Rights Act of 1964 and section 274B of the INA by not discriminating unlawfully against any individual in hiring, firing, or recruitment or referral practices because of his or her national origin or, in the case of a protected individual as defined in section 274B(a)(3) of the INA, because of his or her citizenship status. The Employer understands that such illegal practices can include selective verification or use of E-Verify except as provided in part D below, or discharging or refusing to hire employees because they appear or sound "foreign" or have received tentative nonconfirmations. The Employer further understands that any violation of the unfair immigration-related employment practices provisions in section 274B of the INA could subject the Employer to civil penalties, back pay awards, and other sanctions, and violations of Title VII could subject the Employer to back pay awards, compensatory and punitive damages. Violations of either section 274B of the INA or Title VII may also lead to the termination of its participation in E-Verify. If the Employer has any questions relating to the anti-discrimination provision, it should contact OSC at 1-800-255-8155 or 1-800-237-2515 (TDD).

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

13. The Employer agrees that it will use the information it receives from SSA or DHS pursuant to E-Verify and this MOU only to confirm the employment eligibility of employees as





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authorized by this MOU. The Employer agrees that it will safeguard this information, and means of access to it (such as PINS and passwords) to ensure that it is not used for any other purpose and as necessary to protect its confidentiality, including ensuring that it is not disseminated to any person other than employees of the Employer who are authorized to perform the Employer's responsibilities under this MOU, except for such dissemination as may be authorized in advance by SSA or DHS for legitimate purposes.

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

15. The Employer agrees to cooperate with DHS and SSA in their compliance monitoring and evaluation of E-Verify, including by permitting DHS and SSA, upon reasonable notice, to review Forms I-9 and other employment records and to interview it and its employees regarding the Employer's use of E-Verify, and to respond in a timely and accurate manner to DHS requests for information relating to their participation in E-Verify.

#### **D. RESPONSIBILITIES OF FEDERAL CONTRACTORS**

1. The Employer understands that if it is a Federal contractor subject to the employment verification terms in Subpart 22.18 of the FAR it must verify the employment eligibility of any "employee assigned to the contract" (as defined in FAR 22.1801) in addition to verifying the employment eligibility of all other employees required to be verified under the FAR. Once an employee has been verified through E-Verify by the Employer, the Employer may not reverify the employee through E-Verify.

a. Federal contractors not enrolled at the time of contract award: An Employer that is not enrolled in E-Verify as a Federal contractor at the time of a contract award must enroll as a Federal contractor in the E-Verify program within 30 calendar days of contract award and, within 90 days of enrollment, begin to use E-Verify to initiate verification of employment eligibility of new hires of the Employer who are working in the United States, whether or not assigned to the contract. Once the Employer begins verifying new hires, such verification of new hires must be initiated within 3 business days after the date of hire. Once enrolled in E-Verify as a Federal contractor, the Employer must initiate verification of employees assigned to the contract within 90 calendar days after the date of enrollment or within 30 days of an employee's assignment to the contract, whichever date is later.

b. Federal contractors already enrolled at the time of a contract award: Employers enrolled in E-Verify as a Federal contractor for 90 days or more at the time of a contract award must use E-Verify to initiate verification of employment eligibility for new hires of the Employer who are working in the United States, whether or not assigned to the contract, within 3 business days after the date of hire. If the Employer is enrolled in E-Verify as a Federal contractor for 90 calendar days or less at the time of contract award, the Employer must, within 90 days of enrollment, begin to use E-Verify to initiate verification of new hires of the contractor who are working in the United States, whether or not assigned to the contract. Such verification of new hires must be initiated within 3 business days after the date of hire. An Employer enrolled as a Federal contractor in E-Verify must initiate verification of each employee assigned to the





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contract within 90 calendar days after date of contract award or within 30 days after assignment to the contract, whichever is later.

c. Institutions of higher education, State, local and tribal governments and sureties: Federal contractors that are institutions of higher education (as defined at 20 U.S.C. 1001(a)), State or local governments, governments of Federally recognized Indian tribes, or sureties performing under a takeover agreement entered into with a Federal agency pursuant to a performance bond may choose to only verify new and existing employees assigned to the Federal contract. Such Federal contractors may, however, elect to verify all new hires, and/or all existing employees hired after November 6, 1986. The provisions of Article II.D, paragraphs 1.a and 1.b of this MOU providing timeframes for initiating employment verification of employees assigned to a contract apply to such institutions of higher education, State, local and tribal governments, and sureties.

d. Verification of all employees: Upon enrollment, Employers who are Federal contractors may elect to verify employment eligibility of all existing employees working in the United States who were hired after November 6, 1986, instead of verifying only those employees assigned to a covered Federal contract. After enrollment, Employers must elect to do so only in the manner designated by DHS and initiate E-Verify verification of all existing employees within 180 days after the election.

e. Form I-9 procedures for Federal contractors: The Employer may use a previously completed Form I-9 as the basis for initiating E-Verify verification of an employee assigned to a contract as long as that Form I-9 is complete (including the SSN), complies with Article II.C.5, the employee's work authorization has not expired, and the Employer has reviewed the information reflected in the Form I-9 either in person or in communications with the employee to ensure that the employee's stated basis in section 1 of the Form I-9 for work authorization has not changed (including, but not limited to, a lawful permanent resident alien having become a naturalized U.S. citizen). If the Employer is unable to determine that the Form I-9 complies with Article II.C.5, if the employee's basis for work authorization as attested in section 1 has expired or changed, or if the Form I-9 contains no SSN or is otherwise incomplete, the Employer shall complete a new I-9 consistent with Article II.C.5, or update the previous I-9 to provide the necessary information. If section 1 of the Form I-9 is otherwise valid and up-to-date and the form otherwise complies with Article II.C.5, but reflects documentation (such as a U.S. passport or Form I-551) that expired subsequent to completion of the Form I-9, the Employer shall not require the production of additional documentation, or use the photo screening tool described in Article II.C.5, subject to any additional or superseding instructions that may be provided on this subject in the E-Verify User Manual. Nothing in this section shall be construed to require a second verification using E-Verify of any assigned employee who has previously been verified as a newly hired employee under this MOU, or to authorize verification of any existing employee by any Employer that is not a Federal contractor.

2. The Employer understands that if it is a Federal contractor, its compliance with this MOU is a performance requirement under the terms of the Federal contract or subcontract, and the Employer consents to the release of information relating to compliance with its verification responsibilities under this MOU to contracting officers or other officials authorized to review the Employer's compliance with Federal contracting requirements.



### **ARTICLE III**

#### **REFERRAL OF INDIVIDUALS TO SSA AND DHS**

##### **A. REFERRAL TO SSA**

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

##### **B. REFERRAL TO DHS**

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





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after the Employer receives it.

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

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

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

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

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

#### **ARTICLE IV**

##### **SERVICE PROVISIONS**

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

#### **ARTICLE V**

##### **PARTIES**

A. This MOU is effective upon the signature of all parties, and shall continue in effect for as long as the SSA and DHS conduct the E-Verify program unless modified in writing by the mutual consent of all parties, or terminated by any party upon 30 days prior written notice to the others. Any and all system enhancements to the E-Verify program by DHS or SSA, including but not limited to the E-Verify checking against additional data sources and instituting new verification procedures, will be covered under this MOU and will not cause the need for a supplemental MOU that outlines these changes. DHS agrees to train employers on all changes made to E-Verify through the use of mandatory refresher tutorials and updates to the E-Verify User Manual. Even without changes to E-Verify, DHS reserves the right to require employers to take





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mandatory refresher tutorials. An Employer that is a Federal contractor may terminate this MOU when the Federal contract that requires its participation in E-Verify is terminated or completed. In such a circumstance, the Federal contractor must provide written notice to DHS. If an Employer that is a Federal contractor fails to provide such notice, that Employer will remain a participant in the E-Verify program, will remain bound by the terms of this MOU that apply to non-Federal contractor participants, and will be required to use the E-Verify procedures to verify the employment eligibility of all newly hired employees.

B. Notwithstanding Article V, part A of this MOU, DHS may terminate this MOU if deemed necessary because of the requirements of law or policy, or upon a determination by SSA or DHS that there has been a breach of system integrity or security by the Employer, or a failure on the part of the Employer to comply with established procedures or legal requirements. The Employer understands that if it is a Federal contractor, termination of this MOU by any party for any reason may negatively affect its performance of its contractual responsibilities.

C. Some or all SSA and DHS responsibilities under this MOU may be performed by contractor(s), and SSA and DHS may adjust verification responsibilities between each other as they may determine necessary. By separate agreement with DHS, SSA has agreed to perform its responsibilities as described in this MOU.

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

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

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

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

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





E-VERIFY IS A SERVICE OF THE

Company ID Number: 230011

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

Employer Hogans, Inc.

**Frieda A Hogan**

Name (Please Type or Print)

Title

*Electronically Signed*

Signature

07/14/2009

Date

Department of Homeland Security – Verification Division

**USCIS Verification Division**

Name (Please Type or Print)

Title

*Electronically Signed*

Signature

07/14/2009

Date



Company ID Number: 230011

### Information Required for the E-Verify Program

#### Information relating to your Company:

Company Name: Hogans, Inc.

Company Facility Address: HCR #2 BOX 2258

Van Buren, MO 63965

Company Alternate  
Address:

County or Parish: CARTER

Employer Identification

Number: 431735127

North American Industry  
Classification Systems

Code: 238

Parent Company:

Number of Employees: 10 to 19

Number of Sites Verified

for: 1

**Are you verifying for more than 1 site? If yes, please provide the number of sites verified for in each State:**

- MISSOURI 1 site(s)



E-VERIFY IS A SERVICE OF DHS

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

Name: **Heath B Hogan**  
Telephone Number: **(573) 323 - 8214**  
E-mail Address: **hogans@semo.net**

Fax Number: **(573) 323 - 8728**

Name: **Frieda A Hogan**  
Telephone Number: **(573) 323 - 8214**  
E-mail Address: **hogans@semo.net**

Fax Number: **(573) 323 - 8728**

Name: **John A Hogan**  
Telephone Number: **(573) 323 - 8214**  
E-mail Address: **hogans@semo.net**

Fax Number: **(573) 323 - 8728**

00621 APPLICATION FOR PAYMENT NO. \_\_\_\_\_

To: \_\_\_\_\_

From: \_\_\_\_\_

Contract: Salem Well No. 2 and Well No. 4 Contact Tank Painting

Project: 19072111-17

OWNER's Contract No. \_\_\_\_\_ ENGINEER's Project No. \_\_\_\_\_

For Work accomplished through the date of: \_\_\_\_\_

1.	Original Contract Price:	_____	\$	_____
2.	Net Change Orders and Written Amendments (+ or -):	_____	\$	_____
3.	Current Contract Price (1 plus 2):	_____	\$	_____
4.	Total completed and stored to date:	_____	\$	_____
5.	Retainage (per Agreement):			
	5.0% of completed Work:	\$ _____		
	5.0% of stored material:	\$ _____		
6.	Total completed and stored to date less retainage (4 minus 5)	_____	\$	_____
7.	Less previous Application for payments:	_____	\$	_____
8.	<b>DUE THIS APPLICATION (6 MINUS 7):</b>	_____	\$	_____

Accompanying Documentation: \_\_\_\_\_

CONTRACTOR'S Certification:

The undersigned CONTRACTOR certifies that (1) all previous progress payments received from OWNER on account of Work done under the Contract referred to above have been applied on account to discharge CONTRACTOR's legitimate obligations incurred in connection with Work covered by prior Applications for Payment numbered 1 through \_\_\_ inclusive; (2) title of all Work, materials and equipment incorporated in said Work or otherwise listed in or covered by this Application for Payment will pass to OWNER at time of payment free and clear of all Liens, security interests and encumbrances (except such as are covered by a Bond acceptable to OWNER indemnifying OWNER against any such Lien, security interest or encumbrance); and (3) all Work covered by this Application for Payment is in accordance with the Contract Documents and not defective.

Dated: \_\_\_\_\_

CONTRACTOR

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

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

County of: \_\_\_\_\_

Subscribed and sworn to before me this \_\_\_\_\_

day of \_\_\_\_\_, \_\_\_\_\_

Notary Public

My Commission expires: \_\_\_\_\_

Payment of the above AMOUNT DUE THIS APPLICATION is recommended.

Dated: \_\_\_\_\_

ENGINEER

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



Application No. \_\_\_\_\_ Date \_\_\_\_\_

	Item	Unit Price \$	Estimated Quantity	Schedule of Values Amount \$	Quantity Completed	Amount \$	%	Material Stored \$	Amount Completed and Stored \$
1.									
2.									
3.									
4.									
5.									
6.									
7.									
8.									
9.									
10.									
11.									
12.									
13.									
14.									
15.									
16.									
17.									
18.									
19.									
20.									
TOTAL									

00622 REQUEST FOR INTERPRETATION

WELL NO. 2 AND WELL NO. 4 CONTACT TANK PAINTING  
for  
CITY OF SALEM, MISSOURI

RFI NO. \_\_\_\_\_

ENGINEER: \_\_\_\_\_

CONTRACTOR: \_\_\_\_\_

THIS REQUEST BY: \_\_\_\_\_  
(Name of the Contractor's Representative)

REFERENCE: DIVISION \_\_\_\_\_ SECTION \_\_\_\_\_ PLAN SHEET NO. \_\_\_\_\_

DESCRIPTION OF INTERPRETATION

ATTACHMENTS: \_\_\_\_\_

INTERPRETATION BY: \_\_\_\_\_ DATE: \_\_\_\_\_

ATTACHMENTS: \_\_\_\_\_

**CAUTION:** THE GENERAL CONDITIONS SPECIFY THAT IF THE CONTRACTOR BELIEVES THIS INTERPRETATION OR CLARIFICATION JUSTIFIES AN INCREASE IN CONTRACT PRICE OR CONTRACT TIME, THE CONTRACTOR SHALL NOTIFY THE ENGINEER IN WRITING BEFORE PROCEEDING WITH THE WORK INVOLVED. FURTHER, IF THE CONTRACTOR IS AUTHORIZED BY THE ENGINEER TO PROCEED WITH THE WORK INVOLVED BEFORE FULL AGREEMENT IS REACHED ON WHETHER ANY INCREASES ARE DUE AT ALL, OR IF ANY DETERMINED TO BE DUE, ON THE EXTENT OF ANY SUCH INCREASES, THE CONTRACTOR SHALL FURNISH TO THE ENGINEER ACTUAL COST RECORDS, AS SPECIFIED IN THE GENERAL CONDITIONS, ON A DAILY BASIS.

CC: \_\_\_\_\_

00623 LIEN WAIVER

RELEASE AND WAIVER OF MECHANICS AND  
MATERIALMENS LIENS FOR SUBCONTRACTORS  
MATERIAL AND EQUIPMENT SUPPLIERS  
EMPLOYED BY THE CONTRACTOR

**PROJECT:** Well No. 2 and Well No. 4 Contact Tank Painting

**OWNER:** City of Salem, Missouri

STATE OF \_\_\_\_\_ COUNTY OF \_\_\_\_\_

\_\_\_\_\_ is \_\_\_\_\_  
(Name) (Title)

of \_\_\_\_\_  
(Company Name)

and is familiar with the facts herein stated;

That said person or Company (hereinafter referred to as subcontractor/supplier) performed work, labor, services and/or furnished material for the work as defined in the Contract Documents, as defined in the agreement between the said Owner and \_\_\_\_\_

(Name of General Contractor)

(hereinafter referred to as contractor) for the said project.

That said subcontractor/supplier, has been paid \$ \_\_\_\_\_ by the said Contractor under the terms and conditions of its contract and/or purchase orders including labor, material and equipment furnished by it through \_\_\_\_\_, 20\_\_\_\_, the receipt and sufficiency of which is hereby acknowledged, the undersigned does hereby waive all liens and claims which it may have against the above project/property through the aforesaid date, and further, the undersigned represents that no other person or party has any right to a lien on the above project/property on account of any work performed or materials furnished to said subcontractor/supplier, or person, under its contract and/or purchase orders.

Dated this \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_.

\_\_\_\_\_  
(Name of Subcontractor/Supplier)

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

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

Subscribed and sworn to before me, the undersigned Notary Public within and for the State of \_\_\_\_\_ and the County of \_\_\_\_\_ this \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_, in the City of \_\_\_\_\_.

My Commission Expires: \_\_\_\_\_

\_\_\_\_\_  
Notary Public within and for said County and State

## 00625 MISSOURI PROJECT EXEMPTION CERTIFICATE

Authorization For Purchasing Construction Materials for Tax Exempt Project  
(The Form and Content of this Exemption Certificate have been approved by the Missouri Department of Revenue)

### EXEMPT ENTITY ISSUING CERTIFICATE

Name: City of Salem

Address: 400 North Iron Street

City/State/Zip: Salem, MO 65560

MO Tax Exempt I.D. #: \_\_\_\_\_ Letter Expiration Date: \_\_\_\_\_

Contract Date: \_\_\_\_\_ Certificate Expiration Date: \_\_\_\_\_

Project # Assigned: 19072111-17 Revised Expiration Date: \_\_\_\_\_

Project Description: Well No. 2 and Well No. 4 Contact Tank Painting

Project Location: Salem, Missouri

Estimated Project Completion Date: \_\_\_\_\_

Auth. Signature: \_\_\_\_\_ Date: \_\_\_\_\_

The Missouri exempt entity named above hereby authorizes the purchase, without sales tax, of tangible personal property to be incorporated or consumed in the construction of the project identified herein and no other, pursuant to Section 144.062 RSMo.

### PURCHASING CONTRACTOR OR SUBCONTRACTOR

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

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

City/State/Zip: \_\_\_\_\_

## INSTRUCTIONS

**EXEMPT ENTITY** - A signed copy of this certificate, along with your MO Tax Exemption Letter, must be furnished to each contractor and/or subcontractor who will be purchasing tangible personal property for use in the project. It is the exempt entity's responsibility to ensure the validity of the certificate. You must issue a certificate with a Revised Expiration Date if purchases will be required to complete the project beyond the original Project Exemption Date.

**CONTRACTOR OR SUBCONTRACTOR** - The contractor shall furnish a completed copy of this exemption certificate, along with a copy of the exempt entity's MO Tax Exemption Letter, to all subcontractors, and any contractor or subcontractor purchasing materials shall present copies of such documents to all material suppliers as authorization to purchase, on behalf of the exempt entity, all tangible personal property and materials to be incorporated or consumed in the construction of that project and no other on a tax-exempt basis. A copy of each certificate must be retained by the purchaser for a period of five years.

**MATERIAL SUPPLIER** - A completed copy of this exemption certificate, along with the MO Tax Exemption Letter of the exempt entity contracting for the project, must be obtained from the contractor or subcontractor making purchases of tangible personal property for use in the project, and retained for audit purposes. Invoices issued for such purchases must reflect the name of the exempt entity and the project number assigned by the exempt entity shown above.

PEC-8/94



01000 DIVISION 1

SPECIFICATIONS

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**GENERAL REQUIREMENTS**

- 01110 - SUMMARY OF WORK
- 01230 - ALTERNATES

**SECTION 01110**  
**SUMMARY OF WORK**

**PART 1 GENERAL**

**1.01 SUMMARY**

- A. Project name is "Contact Tank Painting", for the City of Salem, Missouri.

**1.02 WORK COVERED BY CONTRACT DOCUMENTS**

**Base Bid – Well No. 4 Contact Tank Painting**

Project involves the removal of the existing tank coating, appropriate surface preparation and profiling, and application of specified coating systems to the interior and exterior of an existing 10 FT Diameter, 18 FT long (approximately 12,000 gallon capacity) ground mounted, internally baffled, steel pressure tank for potable water. Once the coating system has been installed, chemical disinfection of the tank interior shall be performed. Additionally, a new 24 IN diameter permanent manway access and feed/discharge piping insulation system shall be installed. Exterior piping (2 total) connected to Well No. 4 will be insulated with the following criteria: three (3) inch thick expanded polystyrene foam insulation attached to existing ductile iron pipe and covered with galvanized steel, rigid jacket. Jacket shall be manufactured from low carbon cold rolled steel having a continuous hot dipped aluminum-zinc alloy coating applied to the outer surfaces, and the finish shall be smooth (Galvalume, or approved equal). All jacketing shall have an integrally bonded moisture barrier over the entire surface in contact with the insulation. Jacket shall have a thickness of 0.016 IN. The existing drain valve will also need replaced with a globe valve with a valve keyed handle.

**Base Bid, Additive Alternate No. 1 - Well No. 2 Contact Tank Painting**

Project involves the removal of the existing tank coating, appropriate surface preparation and profiling, and application of specified coating systems to the interior and exterior of an existing 10 FT Diameter, 18 FT long (approximately 12,000 gallon capacity) ground mounted, internally baffled, steel pressure tank for potable water. Once the coating system has been installed, chemical disinfection of the tank interior shall be performed. Additionally, a new 24 IN diameter permanent manway access shall be installed.

**1.03 WORK BY OWNER**

- A. The Owner has not scheduled other construction activities for the duration of this project.

**1.04 OWNER OCCUPANCY**

- A. Owner's personnel will continue to operate and maintain the existing facilities throughout the Project work. Contractor shall coordinate his activities with the Owner and his representative in such a manner as to assure minimum interference.

**1.05 OWNER-FURNISHED EQUIPMENT**

- A. None

## **1.06 SALVAGED MATERIALS**

- A. None

## **PART 2 PRODUCTS (NOT APPLICABLE)**

## **PART 3 EXECUTION**

### **3.01 WORK RESTRICTIONS**

- A. General: The Contractor shall limit his use of the premises to the work indicated, so as to allow for Owner occupancy and use by the public.
- B. Use of the Site: Confine operations at the site to the areas permitted under the Contract. Portions of the site beyond areas on which work is indicated are not to be disturbed. Conform to site rules and regulations affecting the work while engaged in project construction.
  - 1. Keep existing driveways and roadways open to traffic at all times. Coordinate open cut crossings of roads to allow at least one lane of through traffic at all times.
  - 2. Do not unreasonably encumber the site with materials or equipment. Confine stockpiling of materials and location of storage sheds to a maximum of 1/3 of the site. If additional storage is necessary, obtain and pay for such storage off site.
  - 3. Lock automotive-type vehicles, such as passenger cars and trucks and other mechanized or motorized equipment, when parked and unattended, so as to prevent unauthorized use. Do not leave such vehicles or equipment unattended with the motor running or the ignition key in place.

### **3.02 WORK SEQUENCE:**

- A. General: Construction sequence shall be in accordance with requirements herein subject to Owner's need for continuous operation of existing facilities:
  - 1. Minimize number of times and total time a tank is out of service.
  - 2. Contractor shall submit a proposed construction schedule to the Owner for consideration prior to starting the work.
- B. Coordination: The Contractor shall be required to provide at least a seventy-two (72) hour notification of the shut down of any facilities necessary for him to perform his work. He shall also provide to the Owner, at least 2-3 weeks in advance, a written plan of work which identifies the stages, length of shutdown time, and other contingency plans for review and approval by the Engineer and Owner.

END OF SECTION

## **SECTION 01230**

### **ALTERNATES**

#### **PART 1 GENERAL**

##### **1.01 SECTION INCLUDES**

- A. Submission and Acceptance Procedures for Alternate Bids.
- B. List and Description of Each Alternate.

##### **1.02 SUBMISSION PROCEDURES**

- A. Bids for Alternates shall be submitted in the Bid Form.

##### **1.03 ACCEPTANCE PROCEDURES**

- A. Contract shall be awarded to the lowest Base Bid submitted by a responsive, responsible bidder.
- B. Base Bid Additive Alternate No. 1 shall be approved for award by the Owner to the selected low Base Bid based upon City budget allowances.

##### **1.04 BASE BID, ADDITIVE ALTERNATE NO. 1**

- A. Work to be performed at Well No. 2 site. Alternate consists of an additive price for the removal of the existing tank coating, appropriate surface preparation and profiling, and application of specified coating systems to the interior and exterior of an existing 10 FT Diameter, 18 FT long (approximately 12,000 gallon capacity) ground mounted, internally baffled, steel pressure tank for potable water. Once the coating system has been installed, chemical disinfection of the tank interior shall be performed. Additionally, a new 24 IN diameter permanent manway access shall be installed

#### **PART 2 PRODUCTS (NOT APPLICABLE)**

#### **PART 3 EXECUTION (NOT APPLICABLE)**

END OF SECTION



**DIVISION 5**  
**TECHNICAL SPECIFICATIONS**

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**METALS**

05500 - METAL FABRICATIONS

**SECTION 05500**  
**METAL FABRICATIONS**

**PART 1 GENERAL**

**1.01 DESCRIPTION OF WORK**

- A. Definition: Metal fabrications include items made from iron, steel, or aluminum shapes, plates, bars, strips, tubes, pipes and castings which are not part of structural steel or other metal systems specified elsewhere.
- B. Extent of metal fabrications is indicated on drawings and schedules.
- C. Types of work in this section include but is not limited to metal fabrications for:
  - Ladders.
  - Stairs,
  - Loose bearing and leveling plates.
  - Miscellaneous steel or aluminum trim.
  - Shelf and ledge angles.
  - Metal bar grating.
  - Floor plate.
  - Weld-in Manway for Steel Pressure Tank Access
- D. Structural steel is specified in another section within Division 5.
- E. Related work specified elsewhere:
  - 1. Concrete anchors specified in Division 3.
  - 2. 08311, Access Doors with Safety Grating.

**1.02 SUBMITTALS**

- A. Product Data: Submit manufacturer's specifications, anchor details and installation instructions for products used in miscellaneous metal fabrications, including paint products and grout.
- B. Shop Drawings:
  - 1. See Specification Section 01330 for requirements for details of the submittal process.
  - 2. Fabrication and/or layout drawings and details:
    - a. Submit drawings for all fabrications and assemblies. Include erection drawings, plans, sections, details and connection details.
    - b. Identify materials of construction, shop coatings and third party accessories.
  - 3. Product technical data including:
    - a. Acknowledgement that products submitted meet requirements of standards referenced.
    - b. Manufacturer's installation instructions.
    - c. Provide manufacturer's standard allowable load tables for the following:

- i. Grating and checkered plate.
  - ii. Expansion anchor bolts.
  - iii. Adhesive anchor bolts.
  - iv. Castings, trench covers and accessories.
  - v. Metal (Modular) framing systems.
  - vi. Alternating tread stairs.
- 4. Contractor designed systems and components, including but not limited to, stairs, landings and ladders:
  - a. Certification that manufactured units meet all design loads specified.
  - b. Shop Drawings and engineering design calculations:
    - i. Indicate design live loads.
    - ii. Sealed by a professional structural engineer.
    - iii. Engineer will review for general compliance with Contract Documents.
- C. Miscellaneous Submittals:
  - a. See Specification Section 01330 for requirements for details of the submittal process.
  - b. Certification of welders and welding processes. Indicated compliance with AWS

### **1.03 QUALITY ASSURANCE**

- A. Referenced Standards:
  - 1. Aluminum Association (AA):
    - a. ADM-1, Aluminum Design Manual.
    - b. 45, Designation System for Aluminum Finishes.
  - 2. American Institute of Steel Construction (AISC):
    - a. Manual of Steel Construction - Allowable Stress Design (ASD).
    - b. 360, Specifications for Structural Steel Buildings (referred to herein as AISC Specification).
  - 3. American National Standards Institute (ANSI):
    - a. A14.3, Ladders - Fixed - Safety Requirements.
  - 4. ASTM International (ASTM):
    - a. A6, Standard Specification for General Requirements for Rolled Structural Steel Bars, Plates, Shapes, and Sheet Piling.
    - b. A36, Standard Specification for Carbon Structural Steel.
    - c. A48, Standard Specification for Gray Iron Castings.
    - d. A53, Standard Specification for Pipe, Steel, Black and Hot-Dipped, Zinc-Coated, Welded and Seamless.
    - e. A108, Standard Specification for Steel Bars, Carbon and Alloy, Cold Finished.

- f. A123, Standard Specification for Zinc (Hot-Dip Galvanized) Coatings on Iron and Steel Products.
- g. A153, Standard Specification for Zinc Coating (Hot-Dip) on Iron and Steel Hardware.
- h. A307, Standard Specification for Carbon Steel Bolts and Studs, 60,000 PSI Tensile Strength.
- i. A325, Standard Specification for Structural Bolts, Steel, Heat Treated, 120/105 ksi Minimum Tensile Strength.
- j. A496, Standard Specification for Steel Wire, Deformed, for Concrete Reinforcement.
- k. A666, Standard Specification for Annealed or Cold-Worked Austenitic Stainless Steel Sheet, Strip, Plate, and Flat Bar.
- l. A780, Standard Practice for Repair of Damaged and Uncoated Areas of Hot-Dip Galvanized Coatings.
- m. A992, Standard Specification for Steel for 1 Structural Shapes.
- n. B26, Standard Specification for Aluminum-Alloy Sand Castings.
- o. B209, Standard Specification for Aluminum and Aluminum-Alloy Sheet and Plate.
- p. B221, Standard Specification for Aluminum and Aluminum-Alloy Extruded Bars, Rods, Wire, Profiles, and Tubes.
- q. B308, Standard Specification for Aluminum-Alloy 6061-T6 Standard Structural Profiles.
- r. B429, Standard Specification for Aluminum-Alloy Extruded Structural Pipe and Tube.
- s. B632, Standard Specification for Aluminum-Alloy Rolled Tread Plate.
- t. F467, Standard Specification for Nonferrous Nuts for General Use.
- u. F468, Standard Specification for Nonferrous Bolts, Hex Cap Screws, and Studs for General Use.
- v. F593, Standard Specification for Stainless Steel Bolts, Hex Cap Screws, and Studs.
- w. F594, Standard Specification for Stainless Steel Nuts.
- x. F1554, Standard Specification for Anchor Bolts, Steel, 36, 55, and 105-ksi Yield Strength.
- 5. American Welding Society (AWS):
  - a. A5.1, Standard Specification for Carbon Steel Electrodes for Shielded Metal Arc Welding.
  - b. D1.1, Structural Welding Code Steel.
  - c. D1.2, Structural Welding Code Aluminum.
- 6. National Association of Architectural Metal Manufacturers (NAAMM):
  - a. AMP 510, Metal Stairs Manual.
  - b. MBG 531, Metal Bar Grating Manual.
- 7. Occupational Safety and Health Administration (OSHA):
  - a. 29 CFR 1910, Occupational Safety and Health Standards, referred to herein as OSHA Standards.



8. Building code:
  - a. International Code Council (ICC):
    - i. International Building Code and associated standards, 2003 Edition including all amendments, referred to herein as Building Code.
- B. Qualifications:
  1. Qualify welding procedures and welding operators in accordance with AWS. Fabricator shall have minimum of 10 years experience in fabrication of metal items specified.
  2. Engineer for contractor-designed systems and components: Professional structural engineer licensed in the State of Missouri.
- C. Shop Assembly: Preassemble items in shop to greatest extent possible to minimize field splicing and assembly. Disassemble units only as necessary for shipping and handling limitations. Clearly mark units for reassembly and coordinate installation.
- D. Definitions
  1. Installer or Applicator
    - a. Installer or applicator is the person actually installing or applying the product in the field at the project site. The terms installer and applicator are synonymous.
  2. Hardware: As defined in ASTM A153.
  3. Galvanizing: Hot-dip galvanizing per ASTM A123 or ASTM A153 with minimum coating of 2.0 Oz. of zinc primer per square foot of metal (average of specimens) unless otherwise noted or dictated by applicable referenced standards.

## **PART 2 PRODUCTS**

### **2.01 ACCEPTABLE MANUFACTURERS**

- A. Subject to compliance with the Contract Documents, the following manufacturers are acceptable:
  1. Abrasive stair nosings (embedded in concrete stairs):
    - a. American Safety Tread.
    - b. Balco.
    - c. Or approved equal.
  2. Headed studs and deformed bar anchors:
    - a. Nelson Stud Welding Div., TRW Inc.
    - b. Stud Welding Products, Inc.
    - c. Or approved equal.
  3. Expansion anchor bolts:
    - a. Hilti Inc.
    - b. ITW Ramset/Red Head.
    - c. Simpson Strongtie.
    - d. Or approved equal.

4. Epoxy adhesive anchor bolts:
  - a. Hilti Inc.
  - b. ITW Ramset/Red Head.
  - c. Simpson Strongtie.
  - d. Or approved equal.
5. Aluminum ladders:
  - a. Any manufacturer capable of meeting the requirements of this Specification Section.
6. Galvanizing repair paint:
  - a. ZRC Products.
  - b. Or approved equal.
7. Metal (Modular) framing system:
  - a. Unistrut Building Systems.
  - b. B-Line Systems.
  - c. Kindorf.
  - d. Metal Products Div., USG Industries, Inc.
  - e. Mono-Systems, Inc.
  - f. Superstrut.
  - g. Or approved equal.
8. Ladder safety extension post:
  - a. Bilco.
  - b. Or approved equal.
9. Alternating tread stair:
  - a. Imperial Ornamental Metals.
  - b. Lapeyre Stair.
  - c. Or approved equal.
10. Ladder fall protection system:
  - a. DBI/SALA.
  - b. Miller Equipment.
  - c. North Specialty Products.
  - d. Or approved equal.
11. Ladder security door:
  - a. O'Keeffe's, Inc.
  - b. Or approved equal.
12. Manway for steel tank access
  - a. Tomcat Consultants, Llc.
  - b. Or approved equal.

B. Submit request for substitution in accordance with Specification Section 01640.

## **2.01 MATERIALS**

### **A. Ferrous Metals:**

1. Metal Surfaces, General: For fabrication of miscellaneous metal work which will be exposed to view, use only materials which are smooth and free of surface blemishes including pitting, seam marks, roller marks, rolled trade names and roughness.
2. Structural
  - a. W-shapes and WT-shapes: ASTM A992, Grade 50
  - b. All other plates and rolled sections: ASTM A36.
3. Pipe: ASTM A53, Types E or S, Grade B or ASTM A501
4. Structural Tubing: ASTM A500, Grade B (46-ksi minimum yield).
5. Bolts, Nuts and washers: ASTM A325. Provide 2 washers with all bolts.
6. Welding Electrodes: AWS D1.1. E70 Series.

### **B. Stainless Steel**

1. Minimum Yield strength of 30,000-psi and minimum tensile strength of 70,000-psi.
  - a. Bars, shapes: ASTM A276, Type 304
  - b. Tubing and pipe: ASTM A269, ASTM A312 or ASTM A554, Type 304 or 316.
  - c. Strip, plate and flat bars: ASTM A666, Type 304 or 316, Grade A
  - d. Bolts and nuts: ASTM F593, ASTM F594, Type 303, 304 or 316.
2. Minimum yield strength of 25,000-psi and minimum tensile strength of 70,000-psi
  - a. Strip, plate and flat bar for welded connections, ASTM A666, Type 304L or 316L
3. Welding electrodes: In accordance with AWS for metal alloy being welded.

### **C. Aluminum:**

1. Alloy 6061-T6, 32,000 psi tensile yield strength minimum.
  - a. ASTM B221 and ASTM B308 for shapes including beams, channels, angles, tees and zees.
  - b. Weir plates, baffles and deflector plates, ASTM B209.
2. Alloy 6063-T5 or T6, 15,000 psi tensile yield strength minimum.
  - a. ASTM B221 and ASTM B429 for bars, rods, wires, pipes and tubes.
3. ASTM B26 for castings.
4. ASTM F468, alloy 2024 T4 for bolts.
5. ASTM F467, alloy 2024 T4 for nuts.
6. Electrodes for welding aluminum: AWS D1.2, filler alloy 4043 or 5356.

D. Washers: Same material and alloy as found in accompanying bolts and nuts.

### **E. Embedded Anchor Bolts:**

1. Building Anchor Bolts:
  - a. ASTM F1554, Grade 55 with weldability supplement S1 or ASTM A36 threaded galvanized rods.
  - b. ASTM A307, Grade A for headed bolts, galvanized.
2. All other anchor bolts: Type 304, 314 or 316.

F. Expansion Anchor Bolts and Adhesive Anchor Bolts:

1. Stainless steel, Type 304, 314 or 316.
2. Provide minimum edge distance cover and spacing as recommended by manufacturer, or as indicated on Drawings whichever is larger.
  - a. Minimum embedment as recommended by manufacturer or 8 DIA of bolt, whichever is larger.
  - b. Notify Engineer if required depth of embedment cannot be achieved at a particular anchor bolt location.
  - c. Follow manufacturer's recommendations for installation and torque.
3. Submit manufacturer's load test data to verify at least the anchor bolt capacities at the following embedment depths:
  - a. Data must be based on actual tests performed in unreinforced mass of concrete of not more than 4,000 psi compressive strength.
  - b. Capacity must be at a concrete temperature of at least 130 Deg F.

Anchor Diameter (in)	Bolt	Embedment (in)	Minimum Tension (Kip)(*)(**)	Ultimate capacity
3/8		3	4.8	
1/2		4	8.1	
5/8		5	11.4	
3/4		6	15.4	
7/8		7	20.0	
1		8	24.7	
1-1/4		10	34.3	

(\*) Data must be based on actual tests performed in unreinforced mass concrete not more than 4,000-psi compressive strength.

(\*\*) Capacity must be at a concrete temperature of at least 130 Deg F.

4. Expansion anchor bolts:
  - a. Kwik Bolt by Hilti, Inc.
  - b. Trubolt by ITW Ramset/Red Head.
  - c. Wedge-All by Simpson Strong-Tie.
5. Adhesive anchor bolts:
  - a. HVA Adhesive Anchor System by Hilti.
  - b. HIT HY 150 Adhesive Anchor by Hilti.



- c. HSE 2411 Epoxy Adhesive Anchor by Hilti.
  - d. EPCON Ceramic 6 Epoxy by ITW Ramset/Red Head.
  - e. Acrylic-Tie by Simpson Strong-Tie.
- G. Headed Studs: ASTM A108 with a minimum yield strength of 50,000 psi and a minimum tensile strength of 60,000 psi.
- H. Deformed Bar Anchors: ASTM A496 with a minimum yield strength of 70,000 psi and a minimum tensile strength of 80,000 psi.
- I. Iron and Steel Hardware: Galvanized in accordance with ASTM A153 when required to be galvanized.
- J. Galvanizing Repair Paint:
  - 1. High zinc dust content paint for regalvanizing welds and abrasions.
  - 2. Dried film shall contain not less than 93 percent zinc dust by weight.
  - 3. similar to ZRC by ZRC products.
  - 4. VOC: 0-lbs per gallon.
- K. Finishes
  - 1. Shop Painting: Prepare ferrous surfaces and apply primer as specified in Division 9.
  - 2. Shop Coating for Aluminum: All aluminum surfaces and edges in contact with other metals and concrete shall be protected by a heavy brush coat of alkali resistant bituminous coating, or a nonporous tape or gasket. Coating is not required for aluminum in contact with stainless-steel bolts. Apply one of the following bituminous coatings at 15 mils minimum dry film thickness.
    - a. Glidden 61778.
    - b. Koppers - Bitumastic No. 50.
    - c. Porter 7100.
    - d. Tnemec - Heavy Duty 46-449.
    - e. Or approved equal.

## **2.02 FABRICATION, GENERAL**

- A. Workmanship: Use materials of size and thickness indicated, or if not indicated, as required to produce strength and durability in finished product for use intended. Work to dimensions indicated or accepted on shop drawings, using proven details of fabrication and support. Use type of materials indicated or specified for various components of work.
- B. Verify field conditions and dimensions prior to fabrication.
- C. Form exposed work true to line and level with accurate angles and surfaces and straight sharp edges. Ease exposed edges to a nominal radius of approximately 1/32-inch to 1/16-inch unless otherwise indicated. Form bent-metal corners to smallest radius possible without causing grain separation or otherwise impairing work.
- D. Provide drilled or punched holes with smooth edges. Punch or drill field connections for and for attachment of work by other trades.

- E. Weld Permanent Shop Connections:
  - 1. Welds to be continuous fillet type unless indicated otherwise
  - 2. Full penetration butt welds at bends in stair stringers and ladder side rails.
  - 3. Weld structural steel in accordance with AWS D1.1 using Series E70 electrodes conforming to AWS A5.1.
  - 4. Weld aluminum in accordance with AWS D1.2.
  - 5. All headed studs to be welded using automatically timed stud welding equipment.
  - 6. At exposed connections, grind exposed welds smooth and flush to match and blend with adjoining surfaces.
- F. Form exposed connections with hairline joints, flush and smooth, using concealed fasteners wherever possible. Use exposed fasteners of type indicated or, if not indicated, Phillips flathead (countersunk) screws or bolts.
- G. Fabricate joints which will be exposed to weather in a manner to exclude water or provide weep holes where water may accumulate.
- E. Provide for anchorage of type indicated, coordinated with supporting structure. Fabricate and space anchoring devices to provide adequate support for intended use.
- F. Cut, reinforce, drill and tap miscellaneous metal work as indicated to receive finish hardware and similar items.
- G. Tolerances
  - 1. Rolling:
    - a. ASTM A6.
    - b. When material received from the mill does not satisfy ASTM A6 tolerances for camber, profile, flatness, or sweep, the Contractor is permitted to perform corrective work by the use of controlled heating and mechanical straightening, subject to the limitations of the AISC Specifications.
  - 2. Fabrication tolerance:
    - a. Member length:
      - 1) Both ends finished for contact bearing: 1/32 IN.
      - 2) Framed members:
        - a) 30 FT or less: 1/16 IN.
        - b) Over 30 FT: 1/8 IN.
    - b. Member straightness:
      - 1) Compression members: 1/1,000 of axial length between points laterally supported.
      - 2) Non-compression members: ASTM A6 tolerance for wide flange shapes.
    - c. Specified member camber (except compression members):
      - 1) 50 FT or less: Minus 0/plus 1/2 IN.
      - 2) Over 50 FT: Minus 0/plus 1/2 IN (plus 1/8 IN per 10 FT over 50 FT).
      - 3) Members received from mill with 75 percent of specified camber require no further cambering.
      - 4) Beams/trusses without specified camber shall be fabricated so after erection,

camber is upward.

- 5) Camber shall be measured in fabrication shop in unstressed condition.
- d. At bolted splices, depth deviation shall be taken up by filler plates.
  - 1) At welded joints, adjust weld profile to conform to variation in depth.
  - 2) Slope weld surface per AWS requirements.
- e. Finished members shall be free from twists, bends and open joints.
  - 1) Sharp kinks, bends and deviation from above tolerances are cause for rejection of material.
3. Maximum tolerance for difference in depth between checkered plate or grating depth and seat or support angle depth: 1/8-inch
4. Distance between edge of grating or checkered plate and face of embedded seat angle or face of wall or other structural member shall be 1/4-inch.
5. Bar grating tolerances shall be in accordance with NAAMM MBG 531.
- H. Fabricate grating, checkered plate, stairs, ladders and accessories using aluminum unless shown otherwise on the Drawings.
  1. Finish:
    - a. Aluminum: Mill finished unless scheduled or otherwise specified, or if approved by the Engineer, finished in manufacturer's standard coating.
    - b. Coat surfaces in contact with dissimilar materials. See Specification Section 09900.
    - c. Galvanize items where specified or indicated on Drawings.
  2. See Specifications Section 09900 for preparation and painting of ferrous metals and other surfaces.

## 2.03 LADDERS

- A. Material: Aluminum, unless otherwise noted on the Drawings.
- B. Fabricate ladders for locations shown, with dimensions, spacing, details and anchorages as indicated. Comply with requirements of OSHA standards, ANSI A14.3, and applicable building codes, unless otherwise indicated.
  1. Ladders shall be designed to support a minimum concentrated live load of 200-lbs
  2. Maximum allowable stresses per AISC Specification and AA specification.
  3. Maximum lateral deflection: Side rail span/240 when lateral load of 100-lbs is applied in any direction.
- B. Rails:
  1. 1-1/2 IN nominal diameter schedule 80 pipe.
  2. Spacing: Nominal 18 IN from centerline of rails except at top.
    - a. Minimum clear distance between rails to be 16 IN.
  3. Brackets for wall supported units: Provide 3/8 x 2-1/2 IN x length required angle brackets welded to side rails with punched holes for 3/4 IN bolts.
    - a. Maximum spacing: 4 FT OC.

4. For floor supported units provide 3/8 x 2-1/2 x 4 IN rectangular bracket or 3/8 x 6 x 617 IN square plate welded to rails with punched holes for 3/4 IN bolts.
  - a. Provide wall brackets on floor supported units if vertical run is over 4 FT.
- C. Rungs:
  1. Minimum 1 IN DIA or 1 IN SQ extruded, with integral serrated non-slip finish on all sides.
  2. Shop or field-applied grit tape and cap type non-slip finish is not acceptable.
- D. Minimum distance from centerline of rung to wall or any obstruction: 7 IN.
- E. Rung spacing:
  1. Uniform, 12 IN.
  2. Top rung shall be level with landing or platform.
  3. Spacing of bottom rung from grade or platform may vary but shall not exceed 14 IN.
- F. Deflector plate:
  1. For aluminum ladders: Minimum .0625 IN aluminum plate, ASTM B209.
  2. For stainless steel ladders: Minimum .0625 IN stainless steel plate, ASTM A666.
  3. Profile as shown on Drawings.
  4. Fabricate to shapes and sizes required to meet OSHA Standards.
- G. Construction:
  1. Fully welded type.
  2. All welds to be full penetration welds, where applicable.
  3. All ladders of a particular material shall have consistent construction and material shapes and sizes unless detailed otherwise on the Drawings.
  4. Provide cap at top and bottom of side rails.
  5. Rungs shall not extend beyond the outside face of the siderail.
  6. The side rails of through ladder extension shall extend 42 IN above the top rung or landing and shall flare out on each side to provide a clearance of 24 IN centerline to centerline of rails.
- H. Finish:
  1. Aluminum: Mill.
- I. Ladder safety extension post:
  1. Telescoping tubular aluminum or stainless steel section that automatically locks into place when fully extended.
  2. Non-ferrous corrosion-resistant spring and hardware.
  3. Factory assembled with all hardware necessary for mounting to ladder.
  4. Similar to "LadderUp" safety post by Bilco.

#### **2.04 BOLLARDS**

- A. 8 IN DIA extra strength steel pipe, ASTM A53, Galvanized. See Specification Section 09905 for painting requirements.
- B. Minimum 48 IN projection above ground.



- C. Minimum 48 IN embedment in concrete.

**2.05 ABRASIVE STAIR NOSINGS:**

- A. Two (2) component consisting of an embedded subchannel, installed with the concrete pour, and an abrasive tread plate to be installed later.
- B. 6063-T5 extruded aluminum, mill finished and heat treated.
- C. Complete with concrete anchors and tread plate securing screws.
- D. Units: 4 IN less in length than stair width unless noted otherwise.
- E. Tread plate: Extruded aluminum with solid epoxy abrasive filler.
- F. Similar to Balco "DXH-330."
- G. Color: Safety yellow.

**2.06 METAL STAIRS:**

- A. Fabricated as indicated.
- B. Treads: Grating or checkered plate as shown on drawings.
  - 1. Provide integral corrugated non-slip nosing.
- C. Risers:
  - 1. Grating treads: Solid plate attached to trailing edge of tread as shown on Drawings.
  - 2. Checkered plate treads: Solid checkered plate riser integral with tread.
- D. Landings:
  - 1. Grating or checkered plate as shown on drawings.
  - 2. Provide integral corrugated non-slip nosing at edge acting as stair tread/nosing.
  - 3. Nosing at concrete landing: Abrasive stair nosing, unless otherwise noted on the Drawings.
- E. Fabricate and design stair, platforms and landings, and all connections to support a 100 psf uniform live load or a concentrated load of 1,000 LBS, whichever requires the stronger component.
- F. Design, fabricate, and install in compliance with NAAMM AMP 510 and applicable codes.
- G. Handrails and guardrails: Refer to Specification Section 05522.
- H. Material: Aluminum, unless otherwise noted on the Drawings.

**2.07 ALUMINUM CHECKERED PLATE:**

- A. Conform to ASTM B632.
  - 1. Diamond pattern: Use one (1) pattern throughout Project.
  - 2. Material: Type 6061-T6.
- B. Design live load:
  - 1. 100 psf, uniform load.
  - 2. 300 LBS concentrated load on 4 IN square area.
  - 3. All components to be adequate for the uniform load or the concentrated load, whichever requires the stronger component.

4. Maximum deflection:  $1/300$  of span under a superimposed live load of 50 psf.
- C. Reinforce as necessary with aluminum angles.
- D. Plate sections:
  1. Maximum 3 FT wide.
  2. Minimum  $1/4$  IN thick.
  3. Maximum 100 LBS per section if required to be removable.
- E. Provide joints at center of all openings unless shown otherwise.
  1. Reinforce joints and openings with additional angles to provide required load carrying capacity.
- F. Unless shown otherwise, frame for openings with aluminum checkered plate cover:
  1. Aluminum support angles:
    - a.  $3 \times 2 \times 1/4$  IN minimum size with long leg vertical.
    - b.  $5/8$  IN DIA adhesive anchor bolts spaced at maximum of 24 IN OC along each side with not less than two (2) anchor bolts per side.
  2. Aluminum concrete insert seats:
    - a.  $2 \times 2 \times 1/4$  IN minimum size.
    - b. Auto-welded studs or strap anchors at 18 IN OC with not less than two (2) studs or anchored per side.
  3. Drill and tap frame to receive  $3/8$  IN DIA aluminum cap screws at not more than 24 IN OC with not less than two (2) screws per side.

## **2.08 ALUMINUM GRATING:**

- A. NAAMM MBG 531.
- B. Bearing bars: Rectangular,  $1-1/2 \times 3/16$  IN at  $1-3/16$  IN OC spacing OR I-bar,  $1-1/2$  IN deep with minimum  $1/16$  IN thick bar and minimum  $1/4$  IN flange width at  $1-3/16$  IN OC spacing.
- C. Cross bars:
  1. Welded, swaged or pressure locked to bearing bars:
  2. Maximum 4 IN/OC spacing.
- D. Top edges of bars: Grooved or serrated.
- E. Removable grating sections: Not wider than 3 FT and not more than 100 LBS.
- F. Standard mill finish.
- G. Ends and perimeter edges: Banded.
- H. Openings through grating: Reinforced to provide required load carrying capacity and banded with 4 IN high toe plate.
- I. Provide joints at openings between individual grating sections.
- J. Clips and bolts: Stainless steel.
- K. Seat angles: Aluminum.

## **2.09 ALUMINUM PLANK GRATING:**

- A. Type 6063-T6 aluminum plank panels with 6 IN wide extruded sections.

- B. Fabrication and Tolerances shall be in accordance with NAAMM MBG 531.
- C. Planks:
  - 1. Surface: Unpunched with raised transverse ribs for stiffness and skid resistance.
  - 2. Sides: Plain.
  - 3. Minimum depth: 1-1/2 IN.
  - 4. Bearing bars minimum 1.2 IN OC spacing.
  - 5. Mill finish.
- D. Panels:
  - 1. Connect with mechanical or welded connections to form standard panel widths, not to exceed 36 IN.
  - 2. Band end of plank panels.
- E. Design live load:
  - 1. 100 psf, uniform load.
  - 2. 300 LBS concentrated load on 4 IN square area.
  - 3. All components to be adequate for the uniform load or the concentrated load, whichever requires the stronger component.
  - 4. Maximum deflection: 1/300 of span under a superimposed live load of 50 psf.
- F. Openings through grating:
  - 1. Reinforced to provide required load carrying capacity and banded with 4 IN high toe plate.
  - 2. Lay out panel sections so that openings occur at joints between panel sections.
- G. Clips and bolts: Stainless steel.
- H. Seat angles: Aluminum.

## **2.10 MISCELLANEOUS FABRICATIONS**

- A. Heavy-Duty Castings, Trench Covers, Downspout Boots 1 and Accessories:
  - 1. Prefabricated, cast iron ASTM A48 or cast aluminum ASTM B26.
  - 2. Design load: AASHTO HS-20 wheel loading for indicated span.
  - 3. Machine horizontal mating surfaces.
- B. Loose Lintels:
  - 1. Steel, ASTM A36 or ASTM A572 Grade 50, sizes as indicated on Drawings.
  - 2. Hot-dip galvanized per ASTM A123.
- C. Alternating Tread Stair - Aluminum:
  - 1. Cast aluminum treads and landings, mounting feet, stringer and foot divider.
  - 2. Integrally cast handrail support arms.
  - 3. 68-degree incline.
  - 4. Mill finish.
  - 5. Continuous aluminum handrails 1-1/2 IN square minimum 0.125 IN thick.

6. Provide all landings as indicated on Drawings.
- L. Structural and/or miscellaneous steel required for framing new openings in existing pre-engineered metal building roof and/or wall systems.
1. Provide all new purlins, girts, angles, clips, channels, plates or other steel items as required for new openings being cut into, or for supporting new equipment from existing pre-engineered metal building roof and wall systems. All new steel shall be galvanized.
- D. Hose Rack:
1. Fabricate in accordance with details indicated on the Drawings.
    - a. Grind smooth all welds after fabrication.
  2. For galvanized steel units, galvanize after fabrication in accordance with ASTM A123.
  3. Provide U-bolt mounting to fit size of member being mounted to.
  4. Provide stainless steel fasteners, anchor bolts and U-bolts.
  5. For aluminum units provide dissimilar materials protection on all surfaces where unit comes into contact with concrete, masonry or dissimilar metal.
  6. Material: Mill finish aluminum.
- E. Loose bearing plates and leveling plates: Provide loose bearing and leveling plates for steel items bearing on masonry or concrete construction. Make plates flat, free from warps or twists, and of required thickness and bearing area. Drill plates to receive anchor bolts and for grouting as required.
- F. Miscellaneous Steel Trim: Provide shapes and sizes indicated for profiles shown. Unless otherwise indicated, fabricate units from structural steel shapes, plates and steel bars, with continuously welded joints and smooth exposed edges. Use concealed field splices wherever possible. Provide cutouts, fittings and anchorages as required for coordination of assembly and installation with other work.
- G. Shelf and ledge angles: Provide structural steel shelf and ledge angles of sizes indicated for attachment to concrete framing. Provide slotted holes to receive 3/4-inch bolts, spaced not more than 6 inches from ends and not more than 24 inches on center, unless otherwise indicated. Hot-dip galvanize angles exposed to weather or installed on any face of exterior concrete or masonry walls.
- H. Weld-in Manway for Steel Pressure Tank Access
1. Bolt flange and cover shall have a minimum thickness of 0.800 IN. Cover shall be attached to flange via butt-style hinge. Provide 4 IN handle on non-hinged side of cover to afford opening of manway for tank access.
  2. Bolts shall be 5/8 IN (MIN) and conform to ASTM F3125, Grade A325. Nuts shall conform to ASTM A563, Grade B requirements. Install double flat washers on either side of connected member. Bolts shall be installed at no greater than 4 IN CTS, to afford uniform distribution of pressure manway gasket.
  3. Manway neck shall have a minimum OD of 24 IN and a minimum thickness of 0.575 IN. Cut the neck to match exterior tank diameter for continuous welding to tank. Provide a 6 IN minimum clear standoff between tank exterior and manway flange.
  4. Install 1/8 IN (minimum) thick neoprene gasket between manway flange and cover. Neoprene gasket shall extend the full width of the flange and tapped to receive bolts.
  5. Prepare steel and apply coating system as detailed in Division 9 specifications.



## **PART 3 EXECUTION**

### **3.01 PREPARATION**

- A. Field Measurements: Take field measurements prior to preparation of shop drawings and fabrication, where possible. Do not delay job progress; allow for trimming and fitting where taking field measurements before fabrication might delay work.
- B. Coordinate and furnish anchorages, setting drawings, diagrams, templates, instructions, and directions for installation of anchorages, such as concrete inserts, sleeves, anchor bolts and miscellaneous items having integral anchors, which are to be embedded in concrete or masonry construction. Coordinate delivery of such items to project site to allow their installation in other construction. If such items are not provided in time for installation, cut in and install.
- C. Prior to installation, inspect and verify condition of substrate. Installation of product constitutes installer's acceptance of substrate condition for product compatibility.
- D. Correct surface defects or conditions which may interfere with or prevent a satisfactory installation. Field welding aluminum is not permitted unless approved in writing by Engineer.

### **3.02 INSTALLATION**

- A. General:
  - 1. Fastening to In-Place Construction: Provide anchorage devices and fasteners where necessary for securing miscellaneous metal fabrications to in- place construction; including, threaded fasteners for concrete and masonry inserts, toggle bolts, through-bolts, lag bolts and other connectors as required. Provide steel templates for all column anchor bolts.
  - 2. Cutting, Fitting and Placement:
    - a. Perform cutting, drilling and fitting required for installation of miscellaneous metal fabrications. Field cutting grating or checkered plate to correct fabrication errors is not acceptable; replace entire section.
    - b. Remove all burrs and radius all sharp edges and corners of miscellaneous plates, angles, framing systems, etc.
    - c. Set work accurately in location, alignment and elevation. Shim and grout as necessary.
    - d. Fit exposed connections accurately together to form tight hairline joints.
    - e. Do not field splice fabricated items unless said items exceed standard shipping length or change of direction requires splicing. Provide full penetration welded splices where continuity is required.
    - f. Provide each fabricated item complete with attachment devices as indicated or required to install.
    - g. Provide temporary bracing or anchors in formwork for items which are to be built into concrete masonry or similar construction.
    - h. Tie anchor bolts into position to embedded reinforcing steel using wire. Tack welding of anchors is prohibited. Coat anchor threads and nuts with heavy coat of clean grease prior to concrete/grout/mortar placement.
  - 3. Connections: Unless otherwise noted or specified.
    - a. Connect steel members to steel members with 3/4-inch diameter ASTM A325 high strength bolts

- b. Connect aluminum to aluminum with 3/4-inch diameter aluminum bolts
  - c. connect aluminum to structural steel using 3/4-inch diameter stainless steel bolts
  - d. Connect aluminum and steel members to concrete and masonry using stainless steel expansion anchor bolts or adhesive anchor bolts unless shown otherwise.
  - e. Provide washers for all bolted connections.
  - f. Where exposed, bolts shall extend a maximum of 3/4-inch and a minimum of 1/2-inch above the top of the nut. If bolts are cut off to require maximum height, threads must be dressed to allow nuts to be removed without damage to the bolt or the nuts.
  - g. Provide appropriate protection between connections of dissimilar metals/materials.
4. Field welding: Comply with AWS Code for procedures of manual shielded metal-arc welding, appearance and quality of welds made, and methods used in correcting welding work. Grind welds smooth where field welding is required. Field welding aluminum is not permitted unless approved in writing by Engineer.
  5. Setting Loose Plates: Clean concrete and masonry bearing surfaces of any bond-reducing materials, and roughen to improve bond to surface. Clean bottom surface of bearing plates.
  6. Set loose leveling and bearing plates on wedges, or other adjustable devices. After the bearing members have been positioned and plumbed, tighten the anchor bolts. Do not remove wedges or shims, but if protruding, cut-off flush with the edge of the bearing plate before packing with grout. Use non-metallic non-shrink grout in all locations.
  7. Install Bollards in concrete as detailed. Fill pipe with concrete and round off top.
  8. Provide abrasive stair nosings in each tread and landing of all concrete stairs and at each concrete stair landing having metal stair structure attaching to the concrete landing. Center stair nosings in stair width. Coordinate nosings with railing vertical posts. Maintain 2-inch clearance between the end of the nosing and the edge of the railing base plate.
  9. Attach grating to end and intermediate supports with grating saddle clips and bolts.
    - a. maximum spacing: 2-ft O.C. with minimum of two (2) per side.
    - b. Attach individual units of aluminum grating together with clips at 2-ft O.C. maximum with a minimum of two (2) clips per side.
    - c. Attach each aluminum plate to support per manufacturer's recommendations using stainless steel clips and bolts.

### **3.03 ADJUST AND CLEAN**

- A. After erection, installation or application, clean all miscellaneous metal fabrication surfaces of all dirt, weld slag and other foreign matter. Provide surface acceptable to receive field applied paint coatings in conformance to Specification Section 09900.
- B. Touch-up painting: Cleaning and touch-up painting of field welds, bolted connections and abraded areas of the shop paint of miscellaneous metal is specified in Division 9 of these specifications.
- C. Repair damaged galvanized surfaces in accordance with ASTM A780. Prepare damaged surfaces by abrasive blasting or power sanding. Apply galvanizing repair paint to minimum 6-mils DFT in accordance with manufacturer's instructions.

END OF SECTION

**DIVISION 9**  
**TECHNICAL SPECIFICATIONS**

**TABLE OF CONTENTS**

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**FINISHES**

09920 - Painting Steel Water Storage



## **SECTION 09920**

### **PAINTING (Steel Water Storage)**

#### **PART 1 GENERAL**

##### **1.01 SUMMARY**

- A. Extent of painting work is indicated as herein specified.
- B. Summary of work is included in Division 1, Section 01110
- C. Tank locations and photos, are provided in Section 00110 – Information for Bidders.
- D. Owner will select colors from standard colors or finishes available.
- F. Do not paint over any code-required labels, such as Underwriters' Laboratories, Factory Mutual, or any equipment identification, performance rating, name, or nomenclature plates.
- G. Scope of work includes blasting and refinishing the interior and exterior of 2 EA, 10' Diameter x 18' long (approximately 12,000 gallon capacity) ground mounted, internally baffled, steel pressure tanks for potable water.

##### **1.02 RELATED DOCUMENTS**

- A. General provisions of the contract, including General and Supplementary Conditions and Division 1 Specification Sections apply to this Section.
- B. References
  - 1. ANSI/NSF 61 Drinking Water System Components – Health Effects
  - 2. ASTM D 16 Terminology Relating to Paint, Varnish, Lacquer, and related Products
  - 3. AWWA D102-06 Coating Steel Water-Storage Tanks
  - 4. NACE RPO188-99 Discontinuity (Holiday) Testing of New Protective Coatings on Conductive Substrates
  - 5. SSPC-PA-2 Measurement of Dry Coating Thickness with Magnetic Gages
  - 6. SSPC-SP10/NACE 2 Near-White Metal Blast Cleaning
  - 7. SSPC-SP1 Solvent Cleaning
  - 8. SSPC-SP2 Hand Tool Cleaning
  - 9. SSPC-SP3 Power Tool Cleaning
  - 10. SSPC-SP11 Power Tool Cleaning to Bare Metal
  - 11. SSPC-SP 12/NACE 5 Surface Preparation and Cleaning of Metals by Waterjetting Prior to Recoating
  - 12. AWWA C 652-02 Disinfection of Water Storage Facilities

##### **1.03 DEFINITIONS**

- A. Definition of Painting Terms: ASTM D16, unless otherwise specified
- B. Coatings: Paint or heavy duty finishes for use on surfaces subject to interior and exterior exposure, submergence, high moisture, or splash, including primers, intermediate coats, and finish coats.

- C. "Paint" as used herein means all coating systems materials, including primers, emulsions, enamels, stains, sealers and fillers, and other applied materials whether used as prime, intermediate or finish coats.
- D. Interior Wet: Interior surfaces subject to immersion or splash, including the interior roof structure.
- E. Interior Dry: Interior surfaces subject to normal temperature, humidity and condensation.
- F. First Coat: Shop primer or field primer.
- G. Second, Third, Intermediate, or Finish Coats: Successive finish coats applied over the first coat.
- H. DFT: Dry Film Thickness as measured in Mils (1/1000 of an inch)

#### **1.04 SUBMITTALS**

- A. Product Data: Submit manufacturer's technical information including paint label analysis and application instructions for each material proposed for use.
- B. Schedule: Submit a schedule listing together the substrates applicable to the project, the coating product to be used for each substrate and location, and the surface preparation to be performed for each substrate and location. Submittal of coating product data and certifications will not be accepted if they are not included on the coating schedule.
- C. Product Certification: Submit certification in writing by the paint manufacturer that each coating product is recommended and suitable for the specified substrate. The certification shall name the paint and any required primer, and shall include surface preparation instructions.
- D. Samples: Prior to beginning work, Engineer will be furnished color chips for surfaces to be painted. Use representative colors when preparing samples for review. Submit samples for Engineer's review of color and texture only. Provide a listing of material and application for each coat of each finish sample.

#### **1.05 QUALITY ASSURANCE**

- A. Single Source Responsibility: Provide primers and other undercoat paint produced by same manufacturer as finish coats. Use only thinners approved by paint manufacturer, and use only within recommended limits.
- B. Coordination of Work: Review other sections of these specifications in which prime paints are to be provided to ensure compatibility of total coatings system for various substrates. Upon request from other trades, furnish information or characteristics of finish materials provided for use, to ensure compatible prime coats are used.
- C. Furnish paints that have been recommended by the manufacturer for the substrates and service conditions specified.
- D. All coatings in contact with potable water or within potable water reservoirs shall be certified according to NSF Standard 61.

- E. Applicator shall hold a valid State Contractor's license, if required, for performing surface preparation and coating work and shall have 3 years or more experience and have successfully completed coating system applications similar in material and extent to those indicated.

#### **1.06 DELIVERY, STORAGE, AND HANDLING:**

- A. Deliver materials to job site in original, new and unopened packages and containers bearing manufacturer's name and label, and following information:
  - o Name or title of material.
  - o Fed. Spec. number, if applicable.
  - o Manufacturer's stock number and date of manufacture.
  - o Manufacturer's name.
  - o Contents by volume, for major pigment and vehicle constituents.
  - o Thinning instructions.
  - o Mixing and Application instructions.
  - o Color name and number.
  - o Drying or curing time.
- B. Store materials not in actual use in tightly covered containers within an enclosed structure. Maintain containers used in storage of paint in a clean condition, free of foreign materials and residue.
  - 1. Protect from freezing where necessary. Keep storage area neat and orderly. Remove oily rags and waste daily. Take all precautions to ensure that workmen and work areas are adequately protected from fire hazards and health hazards resulting from handling, mixing and application of paints.

#### **1.07 JOB CONDITIONS**

- A. No paint shall be applied when the air or surface temperature, as measured in the shade, is below that which is recommended by the manufacturer. Paint shall not be applied to wet or damp surfaces, and shall not be applied in rain, snow, fog, mist, or when the surface temperature will be less than 5 F above the dew point. No paint shall be applied when it is expected that the surface temperature will drop below the manufacturer's recommendation within 2 - 4 hours after the application of the paint. Dew or moisture condensation should be anticipated, and if such conditions are prevalent, painting shall be delayed until it is certain that the surfaces are dry. In addition, the days painting shall be completed well in advance of the probable time of day when moisture condensation will occur in order to permit the film the required drying time as specified.
- B. Ventilation: Provide ventilation during coating curing stage in confined or enclosed areas in accordance with AWWA D102-06, Section A.7.5. Forced air ventilation shall be maintained for a minimum of four (4) days following interior coating application to assist in curing process.
- C. Dust and Contaminants:
  - 1. Schedule coating work to avoid excessive dust and airborne contaminants. Protect work areas from excessive dust and airborne contaminants during coating application and curing by the manufacturer prior to the formation of moisture.

2. Painting may be continued during inclement weather if areas and surfaces to be painted are enclosed and heated within temperature limits specified by paint manufacturer during application and drying periods.
- D. In accordance with the requirements of the OSHA Regulations for Construction, the Contractor shall provide and require the use of personal protective and lifesaving equipment for all persons working in or about the project.

## **1.08 WARRANTY**

- A. Contractor shall guarantee paint, and application of paint, for a period of two (2) years from the date of final acceptance of work. Warranty period starts on final acceptance of the painting work, not completion of the first anniversary inspection.
- B. A 15 year warranty shall be provided for fluoropolymer-based coating system addressing: color retention; peeling; chalking; and corrosion of the substrate. Warranty period shall commence upon substantial completion. Warranty and finish coat colors must be approved by the coating manufacturer and Owner prior to application.

## **PART 2 PRODUCTS**

### **2.01 ACCEPTABLE MANUFACTURERS**

- A. Manufacturer: Subject to compliance with requirements, provide products of one of the following:
1. Tnemec Company, Inc.
  2. PPG Industrial Coatings
  3. Or approved equal

Equivalents may be substituted for products of the above manufacturers by written approval only.

### **2.02 MATERIALS**

- A. Material Quality: Provide best quality grade of various types of coatings as regularly manufactured by acceptable paint materials manufacturers. Materials not displaying manufacturer's identification as a standard, best-grade product will not be acceptable.
1. Federal Specifications establish minimum acceptable quality for paint materials. Provide written certification from paint manufacturer that materials provided meet or exceed these minimums.
  3. Manufacturer's products which comply with coating qualitative requirements of applicable Federal Specifications, yet differ in quantitative requirements, may be considered for use when acceptable to Engineer.



## **PART 3 EXECUTION**

### **3.01 INSPECTION**

- A. Applicator must examine areas and conditions under which painting work is to be applied and notify Contractor and Engineer in writing of conditions detrimental to proper and timely completion of work. Do not proceed with work until unsatisfactory conditions have been corrected in a manner acceptable to Applicator.
- B. Starting of painting work will be construed as Applicator's acceptance of surfaces and conditions within any particular area.
- C. The Contractor shall furnish, until final acceptance of coating, inspection devices in good working condition for detection of holidays and measurement of dry-film thickness gauge and certified instrumentation to test accuracy of holiday detectors.
- D. Dry-film thickness gauges and holiday detectors shall be made available for the Engineer's use at all times until final acceptance of application. Holiday detection devices shall be operated in the presence of the Engineer.
- E. At all times the Owner's and/or the Owner's Representative shall have access to the work in progress. Contractor shall assist, when requested, in the inspections. Tests will be made for surface condition and profile after blasting, wet film thickness, dry film thickness and pin holes. No pinholes will be allowed. The inspector will also check application practices. The Contractor shall re-paint all areas found defective and remove and replace any coatings placed using improper practices.
- F. In addition to the tests for surface profile, wet film thickness, dry film thickness and pin holes, which will be made during the progress of the work, the Owner will check the coatings after completion of the application for compliance with these specifications. All defects shall be promptly corrected by Contractor.
- G. Owner or Owner's Representatives shall be kept informed by Contractor as to the progress of the work. If Contractor fails to notify the Owner or Owner's Representatives of progressing work and the inspector has doubts of uninspected work, the Contractor will be responsible to take whatever measures necessary including but not limited to re-blasting and/or re-painting areas in question.
- H. Key Areas of Owner or Owner's Representative
  - Profile of blast
  - Prime coat film thickness
  - Stripe coat application and film thickness
  - Finish coat film thickness Notification by Contractor:

### **3.02 SURFACE PREPARATION/CLEANING:**

- A. General: Perform preparation and cleaning procedures in accordance with paint manufacturer's instructions and as herein specified, for each particular substrate condition.
  - 1. Mechanically remove loose, flaking or spalled finishes and/or rust and re-prime.

12. Do not apply succeeding coats until previous coat has cured as recommended by coating manufacturer. Sand between coat applications where required to produce an even smooth surface in accordance with coating manufacturer's directions
13. Apply additional coats when undercoats or other conditions show through final coat until the cured film is of uniform finish, color and appearance.

**B. Repair and Defects**

1. Materials: repair or replace Contractor damaged materials and surfaces not scheduled to be coated.
2. Damaged Coatings: Touch-up or repair damaged coatings in accordance with manufacturer's instructions. Touch-up of minor damage shall be acceptable where the result is not visibly different from adjacent surface.
3. Minimum Coating Thickness: Apply each material at not thinner than manufacturer's recommended spreading rate. Provide a total dry film thickness of entire coating system as recommended by manufacturer, unless otherwise indicated.

**C. Prime Coats:** Before application of finish coats, apply prime coat to material which is required to be painted or finished, and which has not been prime coated by others.

1. Recoat primed and sealed substrates where there is evidence of suction spots or unsealed areas in first coat, to assure a finish coat with no burn-through or other defects due to insufficient sealing.

**D. Brush Applications:** Brush-out and work brush coats onto surfaces in an even film. Eliminate cloudiness, spotting, holidays, laps, brush marks, runs, sags, ropiness, or other surface imperfections. Neatly draw glass lines and color breaks.

**E. Mechanical Applications:** Use mechanical methods for coating application when permitted by coating material manufacturer's recommendations, governing ordinances, and trade union regulations.

1. Wherever spray application is used, apply each coat to provide equivalent hiding of brush-applied coats. Do not double-back with spray equipment building-up film thickness of 2 coats in one pass, unless recommended by coating material manufacturer.

**F. Completed Work:** Match approved samples for color, texture and coverage. Remove, refinish, or recoat work not in compliance with specified requirements.

**3.05 FIELD QUALITY CONTROL**

**A.** The right is reserved by Owner to invoke the following material testing procedure at any time, and any number of times during period of field painting:

1. Engage services of an independent testing laboratory to sample paint being used. Samples of materials delivered to project site will be taken, identified and sealed, and certified in presence of Contractor.

2. Testing laboratory will perform appropriate tests for any or all of following characteristics: Abrasion resistance, apparent reflectivity, flexibility, washability, absorption, accelerated weathering, dry opacity, accelerated yellowness, recoating, skinning, color retention, alkali resistance and quantitative materials analysis.
- B. If test results show that material being used does not comply with specified requirements, Contractor may be directed to stop painting work, and remove non-complying paint; pay for testing; repaint surfaces coated with rejected paint; remove rejected paint from previously painted surfaces if, upon repainting with specified paint, the two coatings are non-compatible.
- C. Testing Equipment and Procedures: The Contractor shall have on the project site the following testing equipment. Equipment shall be in calibration and proper working order. Equipment shall be used in accordance with the manufacturers' instructions or as directed by the Engineer. The Engineer shall be notified of time of testing so that he might be present to witness testing. The Contractor shall keep a daily log of environmental conditions, work schedule, and any other pertinent information. The log shall be turned over to the Owner at the end of the project to be included in the permanent record.
1. Sling Psychrometer: Relative humidity and dew point readings shall be taken at intervals throughout the days work. Readings shall be taken at the start of the mornings work, mid day and afternoon. Should environmental conditions change, additional reading shall be taken to assure that coatings are being applied under the conditions as outlined by the coatings manufacturer.
  2. Surface Temperature Thermometer: Surface temperatures shall be taken in areas where work is being performed. Surface temperature shall be that as specified by the coatings manufacturer.
  3. Replica Tape & Micrometer: Testex X-Course Replica Tape shall be employed to determine the surface profile of blasted surfaces. Surface profile shall be as specified.
  4. Dry Film Thickness Measurements: Dry film thickness reading shall be taken with a properly calibrated (per the manufacturer's instructions) Type 1 (magnetic) or Type 2 (electromagnetic) instrument. Dry film thickness reading will be taken and recorded in accordance with guidelines set forth in SSPC-PA2 Measurement of Dry Coating Thickness with Magnetic Gages. The Contractor shall provide ladders, rigging, etc. as necessary to allow the Engineer to spot check paint thickness of each coat.
  5. Holiday Detection: After completion of the interior coating system, interior surfaces shall be holiday detected in accordance with NACE RPO188-99 Discontinuity (Holiday) Testing of New Protective Coatings on Conductive Substrates. Holiday detector shall be a Tinker & Rasor Model M-1 or equal. Areas found to have holidays shall be marked and repaired in accordance with the paint manufacturer's instructions. The Engineer shall be notified of time of testing so that he might be present to witness testing.

### **3.06 CLEANUP AND PROTECTION**

- A. Cleanup: During progress of work, remove from site discarded paint materials, rubbish, cans and rags at end of each work day for lawful disposal.

Upon completion of painting work, clean window glass and other paint- spattered surfaces. Remove spattered paint by proper methods of washing and scraping, using care not to scratch or otherwise damage finished surfaces.

- B. Protection: Protect work of other trades, whether to be painted or not, against damage by painting and finishing work. Correct any damage by cleaning, repairing or replacing, and repainting, as acceptable to Engineer.
1. Provide "Wet Paint" signs as required to protect newly-painted finishes. Remove temporary protective wrappings provided by others for protection of their work, after completion of painting operations.
  2. At completion of work of other trades, touch-up and restore all damaged or defaced painted surfaces.

### 3.07 COATING SYSTEMS

- A. General: Provide the following coating systems for the various substrates as indicated. Equivalent materials from other manufacturers listed in Section 2.01 may be approved. Dry film thicknesses listed below may only be varied for alternate manufacturers on approval of the Engineer and documentation of equivalent mass of solids.

1. Interior Wet Areas.

- a. Surface Preparation: SSPC-SP10 Near White Metal Blast Cleaning.

b. Primer Coat:

Tnemec: Series 91-H20 or 94H20 Hydro-Zinc  
2.5 to 3.5 mils DFT

PPG: Amercoat 68HS Organic Zinc Rich Primer  
2.5 to 3.5 DFT

c. Stripe Coat:

Tnemec: Series 20 Pota-Pox  
2-3 mils

PPG: NovaGuard 840 Epoxy Novalac  
20-24 mils

d. Finish Coat:

Tnemec: Series 22 Epoxoline  
15-20.0 mils DFT

PPG: NovaGuard 840 Epoxy Novalac  
15-20 mils DFT.



2. Exterior Areas:

a. Surface Preparation: SSPC-SP6 Commercial Blast Cleaning.

b. Prime Coat:

Tnemec: Series 94H20 Hydro-Zinc  
2.5 to 3.5 mils DFT

PPG: Amercoat 68HS Organic Zinc Rich Primer  
2.5 to 3.5 mils DFT

c. Intermediate Coat:

Tnemec: Series 73 Endura-Shield  
2.0 to 3.0 mils DFT

PPG: Pitt-thane Ultra Polyurethane 95 Series  
2.0 to 3.0 mils DFT

d. Finish Coat:

Tnemec: Series 700 Hydroflon  
2.0 to 3.0 mils DFT

PPG: Coraflon ADS Fluoropolymer Coating Gloss  
1.5 to 2.0 mils DFT.

### 3.09 CLEANING AND DISINFECTION

A. After the water-storage tank has been completely painted and adequate drying time has elapsed, the tank shall be disinfected according to the latest standard of AWWA C652 Disinfection of water storage facilities.

1. Cleaning. All scaffolding, tools, rags, and any other material that are not part of the structure or operating facilities of the tank shall be removed. All interior surfaces of the storage facility shall be cleaned thoroughly using a high-pressure water jet, sweeping, scrubbing, or equally effective means. All water, dirt, and foreign material accumulated shall be removed and disposed of by the Contractor.

2. Disinfection. Only one method of the two following methods will be required for water storage tank disinfection, but a combination of the methods may be used if the Contractor chooses.

4. Method 1. A solution of not less than 200 mg/l available chlorine shall be applied directly to the surfaces of all parts of the storage tank that would be in contact with water when the storage tank is full to the overflow elevation.

The chlorine solution may be applied with suitable brushes or spray equipment. The solution shall thoroughly coat all surfaces to be treated including the inlet and outlet piping, and shall be applied to any separate drain piping such that it will have available chlorine of not less than 10 mg/l when filled with water.

The disinfected surfaces shall remain in contact with the strong chlorine

solution for at least 30 minutes, after which the solution shall be drained to waste and potable water shall be admitted. The drain piping shall be purged of the 10 mg/l chlorinated water, and the storage tank shall then be filled to its overflow level.

Following this procedure and subject to satisfactory bacteriological testing and acceptable aesthetic quality, such water may be delivered to the distribution system.

5. Method 2. Water and chlorine shall be added to the storage facility in amounts such that initially the solution will contain 50 mg/l available chlorine and will fill approximately 5 percent of the total storage volume. This solution shall be held in the storage facility for a period of not less than 6 hours. The storage facility shall then be filled to the overflow level by flowing potable water into the highly chlorinated water. It shall be held full for a period of not less than 24 hours and the strong chlorine solution drained to waste before water is admitted. All highly chlorinated water shall be purged from the drain piping.

Following this procedure and subject to satisfactory bacteriological testing and acceptable aesthetic quality, the remaining water may be delivered to the distribution system.

Chlorine shall be added to the storage tank by one of the following methods.

- i. Liquid chlorine shall be introduced into the water, filling the storage tanks in such a way as to give uniform chlorine concentration during the entire filling operation. Portable chlorination equipment shall be carefully operated and shall include a liquid-chlorine cylinder gas-flow chlorinator, chlorine ejector, safety equipment, and solution tube to inject the chlorine solution into the filling water. The solution tube shall be inserted through an appropriate valve located on the inlet pipe and near the storage tank.
- ii. Sodium hypochlorite shall be added to the water entering the storage tank by means of a chemical-feed pump, or shall be applied by hand pouring into the storage tank and allowing the following water to provide the desired mixing.

When a chemical-feed pump is used, the concentrated chlorine solution shall be pumped through an appropriate solution tube so as to inject the high-concentration chlorine solution at a rate that will give a uniform chlorine concentration in the filling water.

When the sodium hypochlorite is poured into the storage tank, the filling of the storage tank shall be immediately thereafter or as soon as any removed manhole covers can be closed. The sodium hypochlorites may be poured through a clean out, or inspection manhole in the lower level of the tank, or in the riser pipe, or through the roof manhole. The sodium hypochlorite shall be poured into the water in the storage tank when the water is not more than 3 feet in depth, nor less than one foot in depth, and as close thereto as manhole locations will permit.

- iii. When a chemical-feed pump is used, the concentrated chlorine solution shall be pumped through an appropriate solution tube so as to inject the high-concentration chlorine solution at a rate that will give a uniform chlorine concentration in the filling water.

When the sodium hypochlorite is poured into the storage tank, the filling of the storage tank shall be immediately thereafter or as soon as any removed manhole covers can be closed. The sodium hypochlorites may be poured through a clean out, or inspection manhole in the lower level of the tank, or in the riser pipe, or through the roof manhole. The sodium hypochlorite shall be poured into the water in the storage tank when the water is not more than 3 feet in depth, nor less than one foot in depth, and as close thereto as manhole locations will permit

- iv. Calcium hypochlorite granules or tablets broken to sizes not larger than ¼ inch may be poured into the storage tank through a clean out, or inspection manhole in the lower level of the storage facility, or in the riser pipe, or through a roof manhole. The granules or table particles shall be placed in the storage tank prior to flowing water into it, and they shall be located so that the in flowing water will ensure a current or water circulating through the calcium hypochlorite and dissolving it during the filling operation. The calcium hypochlorite shall be placed only on dry surfaces unless adequate precautions are taken to provide proper ventilation or protective breathing equipment.

The actual volume of the 50 mg/l chlorine solution shall be such that after the solution is mixed with filling water and the storage tank is held full for not less than 24 hours, there will be a free chlorine residual of not more than 2mg/l.

- v. Disposal of heavily chlorinated water from the storage tank shall be in accordance with the requirements of the Missouri Department of Natural Resources and at the expense of the Contractor.
- vi. All water for testing and sterilization shall be furnished by the Owner.

### 3.7 TESTING

- A. After the disinfection is completed and before the storage tank is placed in service, water from the full tank shall be sampled and tested for coliform organisms in accordance with the latest edition Standard Methods for the Examination of Water and Wastewater. The testing shall be by either the multiple tube fermentation technique or the membrane filter technique.
- B. Two or more consecutive samples shall be collected and analyzed to indicate microbiologically satisfactory water before the storage tank is placed in service. In the event tests show the presence of coliform bacteria, the storage tank shall again be subject to disinfection.

- C. The Owner will be responsible for taking samples and delivery of samples to a laboratory for testing.

### **3.11 FIRST AND SECOND ANNIVERSARY INSPECTION**

- a. Contractor shall perform a through physical inspection of all work on or within 30 days of the first and second anniversary(s) of substantial completion of the work. Contractor shall furnish personnel, rigging and all equipment to visually inspect the entire surface of the work for holidays and other defects. Contractor shall establish the date of inspection and notify Owner, giving at least 15 days notice as to the date of inspection.
- b. Inspections shall follow the guidelines set forth in AWWA D102-06 Section 5.2.
- c. If any corrosion, bubbling, delaminating or other indications of failure are detected, the Contractor will repair all affected areas.

**END OF SECTION**



**DIVISION 18**  
**TECHNICAL SPECIFICATIONS**

**TABLE OF CONTENTS**

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**PROCESS PIPING**

18180 - VALVES AND ACCESSORIES

**SECTION 18180**  
**VALVES AND ACCESSORIES**

**PART 1 GENERAL**

**1.01 SUMMARY**

- A. This Section includes all process valves and accessories required for the complete installation of the work.

**1.02 RELATED SECTIONS**

- A. 18110 - Pipe and Pipe Fittings  
B. 18160 - Pipe Installation

**1.03 REFERENCES**

- A. Design, fabricate and test valves and materials in accordance with manufacturers' recommended procedures and the following codes and standards:

1. ANSI B16.1 - Cast Iron Flanges and Flanged Fittings, Class 25, 125, 250 and 800.
2. ANSI B16.10 - Face to Face and End to End Dimensions of Ferrous Valves.
3. ANSI B16.25 - Butt Welding Ends.
4. ANSI B16.34 - Steel Butt Welding End Valves.
5. ANSI B16.5 - Steel Pipe Flanges, Flanged Valves and Fittings.
6. ANSI B31.1 - Code for Pressure Piping, Power Piping Section.
7. ASTM A216 - Carbon Steel Castings Suitable for Fusion Welding for High Temperature Service.
8. ASTM A105 - Forgings, Carbon Steel for Piping Components.
9. ASTM A48 - Gray Iron Castings.
10. ASTM A126 - Gray Iron Castings for Valves, Flanges and Pipe Fittings.
11. ASTM A536 - Ductile Iron Castings.
12. AWWA C111 - Rubber Gasket Joints for Ductile Iron and Gray Iron Pressure Pipe and Fittings.
13. AWWA C507 - Ball Valves, Shaft or Trunnion Mounted - 6-inch through 48-inch - for Water Pressures up to 300 psi.
14. AWWA C508 - Swing Check Valves for Water Works Service.
15. AWWA C509 - Resilient Seated Gate Valves for Water and Sewage Service.
16. AWWA C511 - Reduced Pressure Principle Back Flow-Prevention Assembly.
17. AWWA C540 - Power Actuating Devices for Valves and Sluice Gate.
18. AWWA C550 - Protective Interior Coatings for Valves and Hydrants.
19. AWWA C600 - Installation of Gray and Ductile Cast-Iron Water Mains and Appurtenances.

- B. Manufacturers shall be experienced in the design and manufacture of specific valves and accessories for a minimum period of 5 years.

#### **1.04 COMPLIANCE SUBMITTALS**

- A. Submit in accordance with Division 1.
- B. Submit the following for acceptance:
  - 1. Catalog data or illustrations showing principal parts and materials.
  - 2. Spare parts list.
  - 3. Assembly and disassembly or repair instructions.
  - 4. Affidavits of compliance.

#### **1.05 DELIVERY, STORAGE AND HANDLING**

- A. Ship all valves with suitable end covers to prevent entrance of foreign material into valve body.
- B. Protect valve threads, flanges, stems and operators from damage.

### **PART 2 - PRODUCTS**

#### **2.01 VALVE BODY MATERIAL**

- A. Valve body shall be similar to the material of the pipe (for metallic pipe) in which it is installed and shall be one of the following:
  - 1. Carbon Steel - ASTM A216 WBC.
  - 2. Ductile Iron - ASTM A536.
  - 3. Stainless Steel - ASTM A182 316L.
  - 4. Cast Iron - ASTM A126 Class B.
  - 5. Bronze - ASTM B61.

#### **2.02 GATE VALVES 2-1/2" AND LARGER**

- A. Acceptable Manufacturers:
  - 1. American.
  - 2. M&H.
  - 3. Mueller.
  - 4. Or approved equal.
- B. Gate valves from 3" - 12" size shall conform to AWWA C-515 and C-550:
  - 1. Valves shall have a minimum design working pressure of 200 psi.
  - 2. Valves shall open counter clockwise and be non-rising stem.
  - 3. Valves stems shall use double O-ring seals.

4. Buried valves shall have mechanical joint ends.
  5. Exposed valves shall have flanged ends. The valve interior shall be coated with the manufacturer's standard epoxy coating. The exterior coating shall conform to Division 9.
  6. Bolts shall be stainless steel. Gaskets and seals shall be non-asbestos materials.
  7. Buried valves shall be operated with a 2" x 2" nut and valve box unless a handwheel is indicated on drawings. Exposed valves shall have hand wheel operators.
  8. All valves shall be NSF approved.
- C. Cast iron or ductile iron gate valves of sizes other than those listed above installed in the process water or the sludge process systems shall conform to AWWA C500 and shall be as follows:
1. Valves 2 ½" and smaller shall be designed for a 200 psig minimum working pressure. Valves over 12" shall have a 150 psig minimum working pressure.
  2. Double disc type.
  3. Mechanical joint ends for buried valves.
  4. Flanged ends for exposed and interior valves.
  5. Shall have a handwheel operator for exposed valves. Buried valves shall be operated with nut and valve box unless handwheel is indicated on drawings.
  6. Valves shall be non-rising stem and open counter clockwise unless otherwise stated.
  7. Stems shall be sealed with double O-rings.

## **2.03 ECCENTRIC PLUG VALVES**

- A. Acceptable Manufacturers:
1. DeZurik Corporation.
  2. Pratt Valves.
  3. Or approved equal.
- B. Plug valves shall be quarter-turn non-lubricated eccentric type with resilient faced plug. Alternate seat and plug materials may be considered provided this specification is met and, in addition, the manufacturer must prove prior to approval that the valve meets AWWA C504 "proof of design tests" (10,000 cycles) in both directions. Flanged valve ends shall be faced and drilled to conform to ANSI B16.1, Class 125 for diameter and drilling. Mechanical or push-on type rubber-gasketed joint ends shall conform to AWWA C111. Port areas for valves smaller than 20-inch shall be at least 80 percent of full pipe area. Port areas for valves 24-inch and larger shall be at least 70 percent of full pipe area.
- C. Materials and Construction:
1. Bodies shall be of ASTM A126, Class B cast iron.



2. Valve plug shall be ASTM A126, Class B cast iron or ASTM A536 ductile iron. Resilient plug facing shall be synthetic rubber, neoprene or Buna N compound suitable for use with water and wastewater applications.
3. Seats shall be a raised welded overlay of 90% pure nickel, a minimum of .125" thick and 0.50" wide, conforming to AWWA C504. When the plug is in the closed position, the resilient plug facing shall contact only nickel. Sprayed or plated mating seat surfaces are not acceptable for resilient plugs.
4. Bearings shall be replaceable. Sleeve bearings in the upper and lower journals shall be permanently lubricated 316 stainless steel per ASTM A743 Grade CF-8M. Nonmetallic journal bearings shall not be acceptable. Thrust bearings shall be teflon.
5. Shaft seals shall be self-adjusting chevron-type conforming to AWWA C504. Valve shall be designed so it can be repacked while the valve is in line and under pressure without removing the actuator. O-ring seals shall not be acceptable in valves larger than 3".
6. All exposed fastening hardware shall be zinc plated or stainless steel. Provide stainless steel bolting on buried service valves.

D. Manual Operators:

1. All valves shall open counterclockwise.
2. Provide indicators to show position of plug except on buried operators.
3. Actuators: Manual valves shall have lever or worm gear actuators with handwheels, chainwheels, tee wrenches, extension stems, floorstands, etc., as shown on the plans or as called for in the valve schedule. Lever actuators shall be furnished for valves 8" or smaller where the maximum shutoff pressure is 25 psi or less as indicated on the plans or in the valve schedule. Worm gear actuators shall be furnished for all valves 4" or larger where the maximum reverse shutoff pressure is greater than 25 psi. Worm gear actuators shall be sized for 150 psi. All gearing shall be enclosed in a semi-steel housing and be suitable for running in a lubricant with seals provided on all shafts to prevent entry of dirt and water into the actuator. The actuator shaft and the quadrant shall be supported on permanently lubricated bronze bearings. Actuators shall clearly indicate valve position and an adjustable stop shall be provided to set closing torque. This adjustable stop shall be the only adjustment necessary to set the clearance between the valve plug and the seat while the valve is in line and under pressure. Handwheel and chainwheel sizes for worm gear actuators shall be no smaller than 6" in diameter and no larger than twice the diameter of the actuator's gear sector. All exposed nuts, bolts, and washers shall be zinc plated.

Valves and gear actuators for buried or submerged service shall have seals on all shafts and gaskets on the valve and actuator covers to prevent the entry of water. Actuator mounting brackets for buried or submerged service shall be totally enclosed and shall have gasket seals. All exposed nuts, bolts, springs, and washers shall be stainless steel.

4. Handwheels shall be located for easy access on exposed valves.
5. Buried valves shall be operated by a 2" AWWA nut with valve box.

E. Electric Powered Operators:

1. Where shown on the plans, plug valves shall be operated by an electric powered valve operator. Operator shall be a quarter turn operator fully complying with AWWA C-540 as manufactured by E.I.M., Limatorque, or approved equal. The valve supplier shall be responsible for coordinating and supplying the complete valve assembly, including all controls and extension assemblies where required.
  2. Electric motor and control enclosures shall be NEMA 4 rated and O-ring sealed. Seals shall be provided at all exit points to the gear case. Critical areas, subject to high wear, shall be double sealed.
  3. The unit operator on 460 volt, 3-phase power and shall contain a reversing motor starter and control transformer. Motor shall have Class F insulation with a Class B temperature rise. Power shall be transferred through a removable splined bushing.
  4. Unit shall be designed to operate against the line test pressure (Section 18160) applied in either direction. The fully open to fully closed operation time shall be approximately 200 seconds.
  5. The unit shall be operated locally by OPEN-STOP-CLOSE signal. Operation shall be selected through a LOCAL-OFF-REMOTE switch. The valve position shall be shown on an indicator.
  6. Four field adjustable limit switches shall be provided OPEN, CLOSED, or any intermediate point. Switch contacts shall be solid silver and have a minimum rating of 10 amps (break) inductive at 120 volts. Use of cams or set screws in securing switches is not acceptable.
  7. Mechanical stops shall be provided to withstand maximum operator torque.
  8. The service of a minimum of one day of field start-up time shall be provided to coordinate valve operation with the instrumentation supplier. One day shall also be provided to assure proper installation and operation of the operator and to instruct plant staff on proper operation and maintenance of the valve.
- F. Testing: Furnish certified copies of results of tests prior to shipment. All valves shall be subjected to an AWWA C504 procedure leak test at 150 psi against the face of the plug and a body hydrostatic test at 300 psi. Valves shall be capable of providing drip-tight shutoff up to the full leak test rating with pressure in either direction.

## **2.04 BALL VALVES**

### **A. Acceptable Manufacturers:**

Under 6"

1. Crane Co.
2. Nibco.
3. Or approved equal.

6" and Larger

1. Henry Pratt Co.
2. Von Roll Co.
3. Or approved equal.

- B. Ball valves shall be standard port type with 3-piece body. Flanged valve ends shall be faced and drilled to conform to ANSI B16.1, Class 125 for thickness and drilling. Mechanical or push-on type rubber-gasketed joint ends shall conform to AWWA C111.
- C. Materials and Construction:
  - 1. Ball valves 6" and larger shall conform to AWWA C507 with a minimum design operating pressure of 150 psig.
  - 2. Bodies shall be of ASTM 126, Class B cast iron for 2-1/2" and larger. Smaller valves shall be bronze body.
  - 3. Valve trim shall be bronze.
- D. Manual Operators:
  - 1. All valves shall open counterclockwise.
  - 2. Exposed valves 3" and smaller shall be lever operated.
  - 3. Provide indicators to show position of ball.
  - 4. AWWA 2" size nut operators operated by enclosed worm gear operators shall be provided for buried valves.
  - 5. Exposed valves over 3" diameter shall be handwheel operated through an enclosed worm gear.

## **2.05 BALL VALVES (POLYMER SERVICE AND NON-POTABLE WATER 2" AND SMALLER)**

- A. Acceptable Manufacturers:
  - 1. George Fischer
  - 2. Nibco
  - 3. Or approved equal.
- B. Ball valves shall be PVC true union with either solvent socket or threaded pipe connections. Pressure rating shall exceed 230 psi.
- C. Seats shall be PTFE with backing rings. Backing rings and seals shall be EPDM.
- D. PVC shall meet or exceed cell classification 12454B, ASTM D-1784.
- E. Socket end connections shall conform to ASTM D-2467. Threaded pipe connections shall conform to ANSI B2.1.
- F. Exposed valves shall be lever operated. Valve shall not be buried.

## **2.06 SWING CHECK VALVES 2-1/2" AND LARGER** (To be used only when plans specify cushioned swing check not required).

- A. Acceptable Manufacturers:
  - 1. American Cast Iron Pipe Co.

2. M&H
  3. Mueller
  4. Or approved equal.
- B. All check valves shall be as follows:
1. Swing type with lever and spring
  2. Bolted bonnet.
- C. Swing check valve shall conform to AWWA C508 with a minimum operating pressure rating of 175 psig.
1. Valve hinge pins shall be stainless steel.
  2. Valve discs shall be full opening with a composition to metal seat. The composition material shall be suitable for use in domestic water and wastewater service.
  3. Valves shall be flanged unless otherwise specifically stated on the drawing.
  4. Valves shall be equipped with an external lever that is spring assisted. The spring tension shall be field adjustable by a hex nut. The lever arm shall be keyed to the valve hinge shaft.
  5. Where valves are installed in other than horizontal alignment, the spring operator shall be designed to work in the position shown.
  6. Valve exterior coatings shall conform to Division 9.

## **2.07 CUSHIONED SWING CHECK VALVES**

- A. Acceptable Manufacturers:
1. Golden Anderson Valve Specialty Company.
  2. Valve and Primer Corporation.
  3. Or approved equal.
- B. Operational Requirements:
1. Prevent reverse flow without shock or hammer.
  2. Seat tightly with internal pipeline forces.
  3. Cushioned in manner permitting adjustment of speed of closure.
- C. Design:
1. Check valve shall conform to AWWA C508 except for addition of exterior cushion chamber.
  2. Swing disc type with single stainless steel shaft and flanged body. Flanges shall be ANSI B16.1, Class 125.
  3. Valve disc shall have external lever and adjustable counterweight to initiate closure.
  4. Valves shall have a metal to composition seat.



5. Valve coatings shall conform to Division 9.

## **2.08 BALL CHECK VALVES (To be used only above grade with PVC piping)**

### **A. Acceptable Manufacturers:**

1. George Fischer
2. Nibco
3. Or approved equal.

### **B. Ball check valves shall be PVC true union with either solvent socket or threaded pipe connections. Pressure rating shall meet or exceed 150 psi.**

### **C. Body interior shall have molded ribs to serve as a ball cage and guide.**

### **D. Ball return to seated position shall be spring assisted.**

### **E. Seat and seals shall be EPDM.**

### **F. PVC body and ball shall meet or exceed cell classification 12454B, ASTM D-1784.**

### **G. Solvent socket pipe connections shall conform to ASTM D-2467. Threaded pipe connections shall conform to ANSI B2.1.**

## **2.09 GLOBE AND ANGLE VALVES 2 1/2" AND SMALLER**

### **A. Acceptable Manufacturers:**

1. Crane
2. Nibco
3. Or approved equal.

### **B. Bronze 200 or 300 pound class shall be as follows:**

1. Screwed ends.
2. Non-rising stem.
3. Union bonnet.
4. Solid disc and separate seats of nickel alloy for gate valves.
5. Plug-type disc and renewable seats for globe and angle valves.
6. Back seating design.

### **C. Carbon steel - 600 pound class shall be as follows:**

1. Socket weld ends.
2. Bolted or no bonnet.
3. Outside screw and yoke.

4. Stainless steel stem.

5. Manufacturer's recommended disc and seat facing material for stem and water service.

## **2.10 WATER SERVICE BUTTERFLY VALVES**

- A. Butterfly valves in sizes 2"-20" shall be of the flangeless wafer body style conforming to AWWA C504. All valves shall be suitable for use with ANSI B16.1 Class 125 or 250 flanges. Bodies shall be cast iron. Valves shall be rated at 175 psi and provide drip-tight shutoff at differentials up to 175 psi in both directions. Bodies of all flangeless wafer valves shall have 4 flange bolt guides to center the body in the pipeline.
- B. All valves shall be furnished with self-lubricated bearings of bronze or TFE coated stainless steel. Shaft seals shall be provided to prevent leakage and to protect bearings from internal or external corrosion.
- C. Seats shall be of the reinforced resilient type and shall be field replaceable. Seats shall also act as a body liner to prevent flow from contacting the body casting. Seats shall have flange sealing to provide a positive seal without use of flange gaskets.
- D. Seats shall be of EPDM (Nordel) suitable for use with 290°F air. Shafts shall be one piece and shall be of 416 or 316 stainless steel. Shaft diameter shall meet the 75B standard from AWWA specification C504-87 for butterfly valves. Shafts shall be finish ground to minimize bearings and shaft seal wear. Shafts of 12" and larger shall have a non-adjustable thrust collar.
- E. Discs shall be bronze or cast iron with welded nickel edge. The disc-to-shaft connections shall be type 316 stainless steel. Pins, shaft, and disc of all valves shall be individually machined and completely interchangeable.
- F. Valves shall be available with field interchangeable manual or powered actuators as required. The actuator-to-shaft connection shall be designed to shear and prevent internal valve damage if the disc closes on foreign material in the pipeline. All non-buried actuators shall provide external indication of disc position.
- G. Latch lock levers shall provide automatic, positive latching in the open, closed, or eight intermediate positions. These valves shall allow locking in any position with a standard padlock. Infinite position levers shall allow manual throttling and locking in any position from open to close.
- H. All manually actuated valves 8" and larger shall be operated using a cast iron housed handwheel actuator available in standard, weatherproof, or buriable construction - as required - with optional chainwheel, crank, or 2" square nut input. All units to have adjustable open and closed position stops with provision to prevent accidental adjustment changes. Operating shaft to be supported axially and radially at input end by permanently lubricated bronze and thrust and sleeve bearings.
- I. Valves shall be resilient seated butterfly, as manufactured by DeZurik, Figure 632, or equal.

## **2.11 COMBINATION PRESSURE REDUCING & PRESSURE SUSTAINING VALVES**

- A. Acceptable Manufacturers:
  - 1. Cla-Val
  - 2. Singer Valve, Inc.
  - 3. Or approved equal.

B. The combination pressure reducing & sustaining valve shall maintain a constant pressure downstream of the valve, regardless of changing flowrates and/or inlet pressures. When the upstream pressure becomes equal to a preset pressure, the valve shall throttle to maintain a constant inlet pressure.

D. Main valve:

1. The valve shall be a hydraulically, single diaphragm-actuated globe valve. The diaphragm assembly shall be the only moving part and shall form a sealed chamber in the upper portion of the valve, separating the operating pressure from the line pressure. Packing glands and/or stuffing boxes are not permitted. There shall be no pistons operating the main valve or pilot valves.
2. The valve body and cover shall be cast from ASTM A536 Ductile Iron with integral flanges, faced and drilled per ANSI B16.42, Class 150. The valve shall be "full-ported" with a flow area through the valve no less than the area of its nominal pipe size.
3. The inner valve assembly shall be guided by top and bottom guided by easily replaceable top and bottom bearing bushings. The inner valve assembly shall be the only moving part and shall be securely mounted to a stainless steel stem.
4. The valve shall provide for smooth, frictionless motion with actuation by flat style EPDM or Buna-N diaphragm, constructed of nylon fabric bonded to synthetic rubber. The diaphragm shall not be utilized as the seating surface. No lip seals or packing glands shall be utilized to seal the actuator.
5. The valve bonnet shall be accurately attached to the valve body by locating pins or a machined locating lip located on the valve body and cover.
6. Valves 3" and larger shall have stainless seat rings and a resilient disc constructed of EPDM or Buna-N for normal service conditions
7. All external fasteners shall be stainless steel complete with stainless steel washers.
8. Each valve shall be supplied with valve position indicators, stainless steel strainer, opening speed control and 3 ½" glycerin filled pressure gauges located on the inlet and outlet sides of the valve.

E. Pilot System:

1. The pressure reducing pilot control shall be a normally open pilot of bronze construction with a spring to adjust the closing pressure setting. The pressure sustaining pilot control shall be a normally closed pilot of brass or bronze construction with a spring to adjust the opening pressure setting.
2. The pilot seat, stem, yoke and inner valve shall be of brass or stainless steel construction.
3. Controls shall include adjustable closing speed control, y-strainer and pilot isolating valves.
4. The pressure reducing pilot control shall function to open when the controlled pressure (downstream) is less than the spring setting. The pressure sustaining pilot shall function to open with the upstream pressure exceeds the spring setting.

F. Each valve shall be tested prior to being shipped to the site. Testing shall include pressure

testing and testing of full valve functionality. Manufacturer shall provide written certification of valve conformance with written specification.

- G. The valves shall be covered by a minimum three (3) year warranty against defects in materials and workmanship.
- H. Valve manufacturer's representative shall be present for the installation and field testing of the valve. The manufacturer's representative shall provide training for the owner on operation of the pressure reducing/sustaining valve equipment.

## **2.12 SINGLE ACTING ALTITUDE VALVE**

### **A. Acceptable Manufacturers:**

- 1. Cla-Val
- 2. Singer Valve, Inc.
- 3. Or approved equal.

- B. The altitude valve shall control the high water level in elevated storage tanks or reservoirs without the need for floats or other devices. The valve shall be of a non-throttling type, and shall remain fully open until the set pressure in the tank/reservoir is reached. The valve shall be capable of flow in one direction.

- C. Altitude valve shall consist of a main valve assembly and a pilot system, completely assembled and tested as a unit and ready for field installation. Testing shall include pressure testing and a testing of the full valve functionality. Manufacturer shall provide written certification of valve conformance with written specification.

### **D. Main valve:**

- 2. Main valve body shall be globe style, constructed of cast ductile iron conforming to ASTM A536 with integral flanges, faced and drilled per ANSI B16.42, Class 150. The valve shall be "full-ported" with a flow area through the valve no less than the area of its nominal pipe size. Valve shall have an integral bottom pad or feet permitting support directly under the valve body.
- 3. The valve shall be a hydraulically operated, single diaphragm-actuated globe valve. The diaphragm assembly shall be the only moving part and shall form a sealed chamber in the upper portion of the valve, separating the operating pressure from the line pressure. Packing glands and/or stuffing boxes are not permitted. There shall be no pistons operating the main valve or pilot valves.
- 4. The inner valve assembly shall be guided by top and bottom guided by easily replaceable top and bottom bearing bushings. The inner valve assembly shall be the only moving part and shall be securely mounted to a stainless steel stem.
- 5. The valve shall provide for smooth, frictionless motion with actuation by flat style EPDM or Buna-N diaphragm, constructed of nylon fabric bonded to synthetic rubber. The diaphragm shall not be utilized as the seating surface. No lip seals or packing glands shall be utilized to seal the actuator.
- 6. The valve bonnet shall be accurately attached to the valve body by locating pins or a machined locating lip located on the valve body and cover.



7. All external fasteners shall be stainless steel complete with stainless steel washers.
  8. Valves 3" and larger shall have stainless seat rings and a resilient disc constructed of EPDM or Buna-N for normal service conditions
- E. Pilot System:
1. The pilot control shall be of a diaphragm-actuated, three-way type that operates based on the differential force between the height of the water in the tank/reservoir and an adjustable spring load.
  2. The three-way valve body, seat and stem shall be of brass or stainless steel construction.
  3. Controls shall include adjustable closing speed control, y-strainer and pilot isolating valves.
  4. The valve shall function to close tightly when the water level reaches a pre-determined maximum level to prevent overflow and re-open to permit tank replenishment when the water level falls 12" to 18" below the maximum.
- F. Install valve in accordance with manufacturer's written instructions and approved submittals.
- G. Manufacturer's authorized representative shall be present at the jobsite for assistance if requested by owner or engineer during start-up and to train owner's personnel in the operation, maintenance and troubleshooting of the equipment provided.

## **2.13 COMBINATION AIR VALVE**

- A. Acceptable manufacturers:
1. Val-Matic
  2. A.R.I. Flow Control Accessories, Ltd.
  3. Or approved equal.
- B. Scope:
1. This specification is intended to cover the design, manufacture, and testing of 1 in. through 20 in. Combination Air Valves suitable for pressures up to 740 psig clean water or raw water service.
  2. Combination Air Valves shall be automatic float operated valves designed to exhaust large quantities of air during the filling of a piping system and close upon liquid entry. The valve shall open during draining or if a negative pressure occurs. The valve shall also release accumulated air from a piping system while the system is in operation and under pressure. The valve shall perform the functions of both Air Release and Air/Vacuum Valves and furnished as a Single Body or Dual Body Type.
- C. Connections:
1. Dual Body Valve sizes 3 in. and smaller and Single Body Valve sizes 4 in. and smaller shall have full size NPT inlets and outlets equal to the nominal valve size. The body inlet connection shall be hexagonal for a wrench connection.

2. Larger sizes shall have bolted flanged inlets and plain outlets and protective hoods to prevent debris from entering the valve. Flanges shall be in accordance with ANSI B16.1 for Class 125 or Class 250 iron flanges and ANSI B16.5 for Class 300 steel flanges. Class 125 iron flanges shall be used at all locations except for those on the discharge side of the high-service pumps where Class 250 iron flanges shall be used.
3. The valve shall have two additional NPT connections for the connection to gauges, testing, and draining.

#### D. Design:

1. Both Single and Dual Body Valves shall provide a through flow area equal to the nominal size. Floats shall be unconditionally guaranteed against failure including pressure surges. The cover shall be bolted to the body and sealed with a flat gasket. A resilient bumper shall be provided on 4 in. and larger sizes to cushion the float during sudden opening conditions. The resilient seat shall be replaceable and provide drop tight shut off to the full valve pressure rating.
2. Dual Body Combination Valves shall consist of an Air Release Valve piped to an Air/Vacuum Valve with a quarter-turn, full-ported bronze ball valve.
  - a. The Air Release Valve shall have a leverage mechanism with sufficient mechanical advantage so that the valve will open under full operating pressure. Simple lever designs shall consist of a single pivot arm and a resilient orifice button. Compound Lever Designs shall consist of two levers and an adjustable threaded resilient orifice button.
  - b. The Air/Vacuum Valve sizes 4 in. and larger shall have a cover fitted to the valve body by means of a machined register to maintain concentricity between the top and bottom guide bushings at all times. The float shall be double guided with a guide shaft extending through the float to prevent any contact with the body. The float shall be protected against direct water impact by an internal baffle bolted to the cover or integrally cast in the body. The seat shall be a minimum of .5 in. thick on 2 in. and larger valves and secured in such a manner as to prevent distortion. Valves with working pressures above 400 psig shall have metal seat with synthetic seals.
3. Single Body Combination Valves shall have an expanded outlet to provide full flow area around the guide mechanism. The valve shall have a double guided plug on 2 in. and larger sizes, and an adjustable threaded orifice button. The plug shall be protected against direct water impact by an internal baffle. On valve sizes 4 in. and smaller, the plug shall have a precision orifice drilled through the center stem. On valve sizes 6 in. and larger, air release and air/vacuum mechanisms shall be provided as separate units contained within the same body and meet the same design specifications for the Dual Body Combination Valve in section D.2 above.

#### E. Materials:

1. The valve body and cover shall be constructed of ASTM A126 Class B cast iron for Class 125 and Class 250 valves. Class 300 ductile iron valves shall be constructed of ASTM A536 Grade 65-45-12 ductile iron. Dual Body Class 300 steel valves shall be constructed of ASTM A216 Grade WCB cast steel.
2. The float, guide shafts, and bushings shall be constructed of Type 316 stainless steel.

Non-metallic floats, linkage, or bushings are not acceptable. Resilient seats shall be Buna-N. Class 300 steel Dual Body Valves shall have a 316 stainless steel seat with Buna-N seal to provide an initial contact to Buna-N with a final metal-to-metal contact to prevent over compression of the resilient seal.

## 2.14 FIRE HYDRANTS

- A. Fire hydrant bonnet, upper barrel, and lower barrel and shoe shall be cast iron ASTM A126, CL.
  - B.
- B. Operating nut, pumper nozzle, hose nozzle, upper valve plate drain ring, seat ring, and hold-down nut shall be bronze, ASTM B584.
- C. Acceptable Manufacturers
  - 1. American-Darling, B-84-B.
  - 2. Mueller Centurion.
  - 3. Or approved equal.
- D. Fire Hydrants to Conform With AWWA C502
  - 1. Hydrant shall have a minimum design working pressure of 200 psig or 400 pig test pressure.
  - 2. Hydrant to have 2-2½-inch hose connections.
  - 3. Hydrants to have one - 4½-inch NTS pumper connection.
  - 4. Post-type dry barrel design.
  - 5. Dry top design with O-ring sealed oil reservoir.
  - 6. Break-away stem couplings.
  - 7. Compression-type main valve closes with pressure.
  - 8. Operating nut to open by turning left.
  - 9. Wrench nut and nozzle cap nuts shall be 1 1/2 inch National Pentagon in shape.
  - 10. Have field replaceable hose and pumper nozzles.
  - 11. Hose and pumper nozzles have large radius full-flow openings for low-friction flow.
  - 12. Contoured shoe to be designed for full flow.
  - 13. Have dual, bronze drain valves to provide effective barrel drainage.
  - 14. The size of the hydrant main opening shall be 5¼inch.
  - 15. The hydrant standpipe shall be 25% in excess of the main valve opening.
  - 16. Top of hydrant shall be of sufficient height above the ground surface to enable nozzles to be removed without wrench coming within approximately 2 inches of the ground surface.

17. The hub inlet shall be 6-inch mechanical joint.
18. The hydrant shall be painted bright red.
19. The hydrant shall be for 48-inch burial.
20. All hydrant hose threads shall have the thread pattern used by the Owner's fire department.
21. Gate valve and box. See specification Section 02510 - Potable and Non Potable Water Piping.
22. Pipe and pipe fittings, see specification Section 02510 - Potable and Non Potable Water Piping.

E. Hydrant Wrenches

1. The Contractor shall provide two wrenches for opening and closing the hydrant.

## 2.15 YARD HYDRANTS

- A. Yard Hydrants, Post Type: Non-freeze, post type, 3/4-inch inlet, integral or field installed vacuum breaker with outlet conforming to ASME B1.20.7 for garden hose thread. Hydrants shall be bronze casing, cast-iron or cast-aluminum casing guard, key operated, and tapped drain port in valve housing. Hydrant shall be of length required for installation of inlet valve below frost line.

## 2.16 WATER SERVICE TAPS AND LINES

A. Main Service Taps

1. For tapping mains during construction, the following 3/4" I.P. thread service tapping saddles shall be used with a ball valve corporation stop, BALLCORP TYPE FB1100 by Ford Meter Box Company, or an approved equal.

Pipe Size	----- Tapping Saddle -----	
	PVC Main	DIP Main
2"	Ford S71-203	
3"	Ford S71-303	
4"	Ford S71-403	101B-540
6"	Ford S71-603	101B-750
8"	Ford S71-803	101B-962
10"	Ford S71-1003	101B-1212

B. Plastic Service Lines



1. The following described plastic service line shall be installed where water mains are constructed of Class 200 PVC or Class 160 PVC pipe. Plastic service line shall be a Proguard 200 polyethylene plastic or resin rated for municipal, yard, and rural service and a maximum working pressure of 200 psi, as manufactured by Vanguard Plastics, Inc., or approved equal. The plastic shall be manufactured from premium, heavy duty polyethylene conforming to all applicable requirements in the latest revisions of ASTM D2737 Standard for Polyethylene PE 3408. Pipe shall be 3/4" nominal diameter and shall be approved for use with potable drinking water by the National Sanitation Foundation. The service line shall be marked with size, type of plastic material (PE 3408), standard dimension ratio (SDR 9), working pressure of (200 psi), ASTM specification (D 2737), manufacturer's name, the NSF seal of approval, and installed according to manufacturer's recommendations with CTS compression fittings.

C. Copper Service Lines

1. Contractor shall install 3/4" type K copper tube and service bore under all State Highways and/or asphalt pavement as indicated on the drawings. Copper service lines shall be 3/4" copper tube, size in conformance with ASTM D-2666 and be manufactured for use with standard flare or compression fittings not requiring heat, flame, cements, solvent welding, or special adapters. Copper tube shall be as specified in Section - 18110 - Pipe and Pipe Fittings. Tubing shall be approved for use with potable drinking water by the National Sanitation Foundation. The Contractor shall furnish the proper adapters for both ends of the service for the purpose of connecting the service line to the tap and to the meter setters.

**2.17 BACKFLOW PREVENTER**

- A. Backflow preventers shall consist of a dual check valve assembly with reduced pressure zones between the check valves. Backflow preventers shall be Cla-Val "Model RP-2", Febco "Model 825Y", Hersey "Beeco Model FRP-II", or Watts "No. 909" with bronze body and threaded end couplings. Valves shall conform to AWWA C-511 and be USC listed.

**2.18 WATER SERVICE METER SETTING EQUIPMENT**

- A. Each meter assembly shown on the project drawings shall include, at a minimum, one (1) of each of the following:
1. Meter Pit.
  2. Pit Cover.
  3. Pressure Reducing Valve.
  4. Meter.
  5. Corporation Stop
  6. Backflow Preventer
- B. Components
1. Plastic pit setter (Ford Meter Box Co., Inc., or approved equal). Single lid style, 20" dia. x 36" tall, 3/4" CTS pack joint inlet and 3/4" MIP threads outlet, copper tube riser to place meter within 10" of the top of pit, integral 3/4" flare copper connections, □S□ tube with

nuts and adapters, angle ball valve with lock wings on inlet equal to Ford KV13-332W, Check Valve on outlet equal to Ford HA31-323.

2. Plastic pit setter cover (Ford Meter Box Co., Inc., PMBC-3, or approved equal), without lock for 20" dia. pit.
3. 3/4" water pressure reducing valve (Watts Regulator Co., No. 5M3-26, or approved equal, with 7-1/2" lay length. Valve shall comply with A.S.S.E. 1003, Standard setting 50 lbs, field adjustable from 25 to 75 lbs., renewable stainless steel seat, stainless steel integral strainer, stainless steel screws, Union inlet connection, bronze body construction Buna-N nylon insert diaphragm.
4. 5/8" x 3/4" size meter conforming to AWWA specification C700 as most recently revised. Meters shall be bronze case with frost-proof construction, or molded or thermoplastic resin with frost-proof construction, or a combination of bronze man case and plastic measuring chamber, large, legible, straight reading register in U.S. gallons, magnetic drive, hermetically sealed register with leak detection indication. Meter shall be Triseal as manufactured by Neptune Company, Badger Company, Carlon, Rockwell, Kent, or equal. 5/8" x 3/4" size meters shall have a safe operating capacity of 20 gpm minimum. All meters shall be of the same type and manufacturer.

## 2.19 SEWER SERVICE TAPS

### A. Sewer Service Taps

1. For tapping sewer mains during construction, the following sewer service tapping saddle tees shall be used. The sewer service inlet line size shall conform to line size indicated in the plans. The tapping saddle tee shall consist of elastomeric construction and allow for connection to sewer mains between 4" and 12" in diameter. The tapping saddle shall be connected to the sewer main via two all stainless steel series 300 clamps. All edges of the elastomeric tapping saddle tee shall be reinforced with steel to prevent distortion when torque is applied to the stainless steel bands.

----- Sewer Tapping Saddle Tee -----		
Main Size	Inlet Size	Model
4" to 12"	4"	DFW-4T/C
4" to 12"	6"	DFW-4T/C

## 2.20 PRESSURE SENSOR

### A. Refer to Division 16 – Electrical and Division 17 – Instrumentation

1. Pressure sensor shall be wafer type, designed to fit between standard ANSI B16.1 Class 125/ANSI B16.5 Class 150 pipe flanges. Face-to-face of the entire sensor shall be no longer than specification MSS-SP67.
2. Sensor shall be flow through design with flexible elastomer sensing ring around the full circumference. The elastomer sensing ring shall be rigidly clamped between metal end cover flanges, and no part of the elastomeric sensing ring shall be exposed to the external face of the sensor. There shall be no dead ends or crevices, and flow passage shall make the sensor self-cleaning.
3. The pressure-sensing ring shall measure pressure for 360° around the full inside

circumference of the pipeline. Flexible sensing ring shall have a cavity behind the ring filled with fluid to transfer pressure to the gauge.

4. Line pressure pushes against an elastomer ring inside the sensor. The deflection of the ring displaces a fluid fill inside the body of the sensor, forcing the fluid into a pressure-measuring device.
5. Provide ethylene glycol for the fluid fill in the pressure sensing ring cavity.
9. Provide pressure gage, 0-100 psi; pressure switch and appurtenant hardware including fittings and isolation valves for a complete and operable system.
10. Function of the pressure sensor is to deactivate the sewage pump should the pump be running but not developing sufficient pressure force the sewage through the force main.

## **2.20 AIR RELEASE AND VACUUM RELIEF VALVES, WASTEWATER SERVICE**

- A. Individual air release valves and combination air release and vacuum relief valve assemblies shall be installed in the locations indicated on the Drawings. Each valve assembly shall be installed complete with appurtenant tap, piping and valves as specified or indicated on the Drawings.
- B. Individual air release valves shall be ARI Model S-025, DeZurik APCO Series 400 or 450 or Engineer approved equal.
- C. Combination air release and vacuum relief valves shall be of the integral type with valve assembly which functions as both an air and vacuum valve and an air release valve.
- D. The valves shall be designed for a water working pressure of 300 psi and have stainless steel floats. All working parts shall be constructed of brass, stainless steel or other corrosion resistant materials.
- E. The exhaust from each valve shall be piped to a suitable disposal point or wet well. A shutoff valve shall be provided in the piping to each air release valve or combination air release and vacuum relief valve assembly.

### **F. Valve Schedule**

Type:	Air Release
Location:	6 <sup>th</sup> Street Pump Station Valve Vault
Valve Body or Flange size, minimum:	2-inch
Valve orifice size, minimum:	3/8-inch

## **2.19 SHOP PAINTING**

- A. Prepare surfaces and paint or coat all buried valves and interior of exposed valve all related accessories standard of the manufacturer, unless otherwise specified herein.
- B. Exposed valves shall have exterior coating conforming to Division 9.
- C. Paint and coatings shall be suitable for the service intended.

## **PART 3 - EXECUTION**

### **3.01 INSTALLATION**

- A. General Application: Use mechanical joint end valves for 3-inch and larger buried installation. Use threaded and flanged end valves for installation in pits and inside building.
- B. Gate Valves: Comply with AWWA C600. Install buried valves with stem pointing up and with cast-iron valve box.
- C. Plug Valves and Butterfly Valves: Shall normally be installed with horizontal shafts to protect bearings from settled solids.
- D. Thoroughly clean and remove all shipping materials prior to setting. Operate all valves from fully opened to totally closed.
- E. Install eccentric plug valves in reverse position (flow and pressure against the plug face when closed) in all lines. When installed horizontally with shaft in the horizontal, the plug shall rotate open to the top recess of the valve body.

### **3.02 FIELD TESTING**

- A. Perform pressure tests on valves as specified in Division 18 for the adjoining piping.

### **3.03 CLEANING**

- A. Clean and disinfect potable water distribution piping as follows:
  - 1. Purge all new water distribution piping systems and parts of existing systems that have been altered, extended, or repaired, prior to use.
  - 2. Use the purging and disinfecting procedure prescribed by the authority having jurisdiction or, in case a method is not prescribed by that authority, use the procedure described in AWWA C651, or as described below:
    - a. Fill the system or part thereof with a water/chlorine solution containing at least 50 parts per million of chlorine. Isolate (valve off) the system or part thereof and allow to stand for 24 hours.
    - b. Drain the system or part thereof of the previous solution and refill with a water/chlorine solution containing at least 200 parts per million of chlorine and isolate and allow to stand for 3 hours.
    - c. Following the allowed standing time, flush the system with clean, potable water until chlorine does not remain in the water coming from the system.
    - d. Submit water samples in sterile bottles to the authority having jurisdiction. Repeat the procedure if the biological examination made by the authority shows evidence of contamination.

END OF SECTION