



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
April 11, 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

Silent roll call was taken by City Clerk Koller. 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, Parks and Recreation Director Melissa Dubois, David Hancock, Ben Johnson, and Sherry Lea.

Approve Agenda

Alderman Bolerjack moved to approve the agenda with an addition of Reports of City Officials.

Seconded by Alderwoman Duncan.

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

Consent Agenda

March 28, 2023, Meeting Minutes

Municipal Court Report-March 2023

Police Monthly Report-March 2023

Alderman Williams moved to approve the Consent Agenda.

Seconded by Alderwoman Sisco.

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

Canvassing the Certification of Election Results of the April 4, 2023, Municipal Election and Approval of same by Resolution 12-2023.

A Resolution declaring the results of the Municipal Election held on April 4, 2023.

Alderwoman Sisco moved to approve Resolution No. 12-2023.
Seconded by Alderman Williams.
The vote was 4 Aye-Sisco, Williams, Bolerjack and Duncan. 0 Nay.
Resolution No. 12-2023 passed.

Swearing in of Elected Officials

City Clerk Koller administered the Oath of Office to East Ward Alderman Shawn Bolerjack and West Ward Alderwoman Amanda Duncan.

Reorganization of the Board

Alderwoman Sisco moved to approve Alderman Bolerjack as Board President.
Seconded by Alderman Williams.
The vote was 3 Aye-Sisco, Williams, and Duncan. 0 Nay. 1 Abstain-Bolerjack. Motion carried.

Committee Appointments

Alderwoman Sisco moved to approve the mayor's recommendation of Nathan Kinsey for the Finance Committee.
Seconded by Alderman Williams.
The vote was 4 Aye-Sisco, Williams, Bolerjack, and Duncan. 0 Nay. Motion carried.

Hearing of Persons

Alderwoman Sisco moved to approve the requested street closures by David Hancock for the Annual Run Salem Event.
Seconded by Alderwoman Duncan.
The vote was 3 Aye-Sisco, Duncan, and Williams. 0 Nay. 1 Abstain-Bolerjack. Motion carried.

Resolution No. 13-2023

A resolution authorizing the mayor to execute contract Change Order No. 1 between 5 J's Landscaping and Handyman Services, the City of Salem, Missouri, and Diana Foster of property located at 102 S. Dilworth Lane, Salem, Missouri.

Alderman Williams moved to approve Resolution No. 13-2023.
Seconded by Alderman Bolerjack.
The vote was 3 Aye-Williams, Bolerjack, and Duncan. 0 Nay. 1 Abstain-Sisco.
Resolution No. 13-2023 passed.

Asphalt Bids

Alderman Bolerjack moved to accept the bid from Pierce Asphalt LLC for \$76,550.00.
Seconded by Alderwoman Sisco.
The vote was 4 Aye-Bolerjack, Sisco, Williams, and Duncan. 0 Nay. Motion carried.

Tank Painting Bid Approval

Alderman Bolerjack moved to accept the bid from Hogan Inc. for \$29,454.00 to paint retention tank at Well No. 4, alternate bid of \$31,475.00 to paint retention tank at Well No. 2, the bid from Hogan, Inc. of \$7400.00 for contact Piping Insulation on Well No. 6 & 8, and to reject the bid for mural painting on retention tank at Well No. 4 for \$6,400.00.

Seconded by Alderwoman Duncan.

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

Electric Department Climbing Gear

Alderman Williams moved to approve the purchase of the climbing gear from Far West Line Specialties for \$2036.26.

Seconded by Alderman Bolerjack.

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

Reports of City Officials, Boards and Committees

City Administrator Sally Burbridge has nothing to report.

Mayor Greg Parker states that Dent County Farm Supply will be having a Grand Opening Ribbon Cutting, April 14 from 11:00 a.m. to 2:00p.m. at 1716 West Scenic Rivers Blvd. They will be serving lunch as well as having speaker presentations. Welcomed Philip and Stacy Mercer as the new owners.

Mayor Greg Parker states tickets for the Non-Newly Wed Game at the Salem Community Center on April 14 at 6 p.m. are on sale now and can be purchased at the Salem Community Center at the Armory.

Mayor Greg Parker states Intercounty Electric is hosting a backpack food drive. A barrel will be located at Country Mart until April 14. All donations to that barrel will go to the backpack program at the Salem High School.

Mayor Greg Parker added that he is officially ending his first year as mayor. He wanted to thank the voters for their support in the recent elections.

Public Works Director Mark Nash states his crews have been fixing several potholes.

Public Works Director Mark Nash states he has a meeting with Tom Friday to look at the issue at US Foods. It has stopped raining; he believes the issue can be resolved and curb and guttering can be installed.

Public Works Director Mark Nash states there have been a few main breaks, but the water department is staying on top of those.

Public Works Director Mark Nash says there are a few poles that are in bad condition. The electric department has been working to get those changed out. They also have cross irons that need repaired but are unable to do those repairs until they can get a bucket truck. Both bucket trucks are currently inoperable. A mechanic is scheduled to look at one of the bucket trucks tomorrow.

Public Works Director Mark Nash states that seven million gallons of water went through the WWTF during the recent heavy rain.

Parks and Recreation Director Melissa Dubois says because of the weather they had the best first day of soccer. There was a total of 300 kids.

Parks and Recreation Director Melissa Dubois says summer ball registration is open until April 18. Currently there are 375 kids registered with one week remaining.

Parks and Recreation Director Melissa Dubois stated the Chamber has released the summer schedule for the pool. The pool opens May 27. Swimming lesson and water aerobics times have changed.

Parks and Recreation Director Melissa Dubois says they will be planting the trees provide by the Spring Creek Garden Club on Thursday.

City Administrator Sally Burbridge added the demonstration for the manhole sealing will be April 17.

City Administrator Sally Burbridge added she would like to have an orientation with the Board soon.

Alderwoman Sisco states this is Dispatcher Appreciation Week. She thanked all dispatchers for their hard work. Monday was Lineman Appreciation Day and thanked the lineman for everything they do.

Alderwoman Sisco says the Music Trivia will be held at the Bonebrake Center will be April 15 at 6 p.m. Teams can be registered by contacting Stephanie Strader by phone or text at (573)247-1742.

Alderwoman Sisco reminded citizens interested in having yard waste picked up, they will need to schedule pickups with a work order at the Administrative Building. Yard waste can still be taken to the yard waste site at the industrial park as well.

Alderman Bolerjack thanked the public for voting on April 4 and for the support from voters on the Sales Tax and Sewer Bond. Alderman Bolerjack also thanked the voters for their trust in him and allowing him to serve another term as East Ward Alderman. He is looking forward to serving with this Board and staff to continue to strive to improve the quality of life for the community we serve.

Alderman Williams reminded everyone of the Utility Meeting tomorrow, April 12 at 6:15 p.m. at the Armory.

Alderwoman Duncan thanked everyone for voting and trusting her as West Ward Alderwoman. She looks forward to continuing to serve the community.

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.

Alderwoman Sisco moved to go into closed session for contracts.

Seconded by Alderwoman Duncan.

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

At 7:21 p.m. the Board went into Closed Session.

There was no action taken.

Adjournment

Mayor Greg Parker adjourned the meeting at 8:03 p.m.

Tammy Koller
City Koller

APPROVED:

Greg Parker
Mayor

ATTEST:

Tammy Koller
City Clerk



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

SALES TAX DISTRIBUTION DEPOSIT NOTICE

0007-000



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

Date: April 06, 2023

POLITICAL SUBDIVISION ID: 65234000

Notice Number: 2038941662

Distribution Month: March 2023

Telephone: 573-751-4876
Fax: 573-522-1160
Email: 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 March 2023 collections as follows

Deposit Date	04/07/2023
Tax Type Code	210
TaxType Name	CITY CAPITAL IMPROVEMENTS
Bank Name	BANK OF SALEM
Account Number (Last Four Digits)	0117
Tax Distribution	\$60,211.09
Interest Distribution	\$0.00
Amount Deposited	\$60,211.09

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
March 2023	\$45,311.11	\$58,441.68	\$60,211.09	\$13,130.57	\$1,769.41
Year-to-Date	\$151,460.10	\$175,713.63	\$188,201.57	\$24,253.53	\$12,487.94

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/rptp/portal/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: April 06, 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: 2038942049

Distribution Month: March 2023

Telephone: 573-751-4876
Fax: 573-522-1160
Email: 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 March 2023 collections as follows

Deposit Date	04/07/2023
Tax Type Code	260
TaxType Name	CITY STORM WATER/LOCAL PARKS
Bank Name	BANK OF SALEM
Account Number (Last Four Digits)	0117
Tax Distribution	\$45,148.27
Interest Distribution	\$0.00
Amount Deposited	\$45,148.27

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
March 2023	\$33,965.75	\$43,821.78	\$45,148.27	\$9,856.03	\$1,326.49
Year-to-Date	\$113,862.74	\$131,722.65	\$141,140.94	\$17,859.91	\$9,418.29

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.

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

Date: April 06, 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: 2038940684

Distribution Month: March 2023

Telephone: 573-751-4876
Fax: 573-522-1160
Email: 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 March 2023 collections as follows

Deposit Date	04/07/2023
Tax Type Code	200
TaxType Name	CITY
Bank Name	BANK OF SALEM
Account Number (Last Four Digits)	0117
Tax Distribution	\$120,421.92
Interest Distribution	\$0.00
Amount Deposited	\$120,421.92

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
March 2023	\$90,621.96	\$116,883.29	\$120,421.92	\$26,261.33	\$3,538.63
Year-to-Date	\$302,920.83	\$351,427.14	\$376,402.10	\$48,506.31	\$24,974.96

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/>.

CITY OF SALEM
CITY CLERK
400 N IRON ST
SALEM

MO 65560

MISSOURI DEPARTMENT OF REVENUE

04/13/23

WE HAVE INSTRUCTED THE CENTRAL BANK, JEFFERSON CITY, TO DISTRIBUTE YOUR
MONIES TOTALING \$ 19,549.95 BY ELECTRONIC FUNDS TRANSFER (ACH) TO

THE BANK OF SALEM 081503694 CITY OF SALEM-ENTERPRISE FUND/AC-0410117

MOTOR FUEL TAX	\$	12,290.03
MOTOR V SALES TAX	\$	4,749.54
MOTOR V FEE INCREASES	\$	2,510.38

FOR YOUR CREDIT AND USE ON 04/19/23.
IF YOU DO NOT RECEIVE YOUR DISTRIBUTION OR IF YOU HAVE QUESTIONS CONCERNING
THE AMOUNT OF YOUR DISTRIBUTION, PLEASE CONTACT THE MISSOURI DEPARTMENT
OF REVENUE AT (573) 751-2611.

Staff Summary Report

MEETING DATE:	4/25/2023
AGENDA ITEM:	Contract Renewal
AGENDA TITLE:	MO DEPT OF HEALTH & SENIOR SERVICES CONTRACT

ACTION REQUESTED BY:	STACEY HOUSTON
ACTION REQUESTED:	APPROVAL OF CONTRACT
SUMMARY BY:	Stacey Houston

PROJECT DESCRIPTION / FACTS

the City participates in Missouri's Coronavirus Sewershed Surveillance Project (CSSP). This project tests wastewater samples to identify the geographic distribution of SARS-CoV-2 and variants in Missouri and monitor for indicators of community outbreaks.

This contract is up for renewal, contract period June 28, 2023 through July 31, 2024

PROCUREMENT

FISCAL IMPACTS

MO Dept of Health provides all supplies for the testing, our Sewer Department takes weekly samples into our local health department to run the samples.
The City is reimbursed at \$100 per sample.

SUPPORT DOCUMENTS:	Contract to be renewed
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DEPARTMENT'S RECOMMENDED MOTION:	Move to approve the contract.
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RESOLUTION NO. 14-2023

A RESOLUTION AUTHORIZING THE MAYOR TO EXECUTE AMENDMENT #2 BETWEEN THE CITY OF SALEM, MISSOURI (CONTRACTOR) AND THE DEPARTMENT OF HEALTH AND SENIOR SERVICES (DEPARTMENT) FOR THE PURPOSE OF SEWER SHED DISEASE TREND MONITORING.

WHEREAS, the City of Salem Missouri desires to renew Contract KO220052078 with the Department of Health and Senior Services for the purpose of sewer shed disease trend monitoring.

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

Section 1.

The contract amount shall not exceed \$6,000 for the period of June 28, 2023, through July 31, 2024.

Section 2.

All other terms, conditions and provisions of the above referenced contract shall remain the same and apply hereto.

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 25th DAY OF APRIL 2023.

APPROVED:

ATTEST:

**Greg
Parker
Mayor**

**Tammy Koller
City Clerk**

APPROVAL AS TO FORM:

**James K. Weber
City Attorney**

**PROGRAM SERVICES CONTRACT**

This contract is entered into by and between the State of Missouri, Department of Health and Senior Services (Department/state agency) and the below named entity/individual (Contractor). The contract consists of the contract signature page, the scope of work; any attachments referenced and incorporated herein; the terms and conditions; and any written amendments made in accordance with the provisions contained herein. This contract expresses the complete agreement of the parties. By signing below, the Contractor and Department agree to all the terms and conditions set forth in this contract.

Tracking # 52078	Contract Title: WASTEWATER OPERATORS	
Contract Start: 6/28/2021	Contract End: 7/31/2024	Questions/Please Contact: PROCUREMENT UNIT @ (573)751-6471
Contract #: KQ220052078		Amend #: 02

PLEASE VERIFY/COMPLETE - TYPE OR PRINT - SIGNATURE REQUIRED

NAME OF ENTITY/INDIVIDUAL (Contractor)	
CITY OF SALEM	
DOING BUSINESS AS (DBA) NAME	
MAILING ADDRESS	
400 NORTH IRON	
CITY, STATE, and ZIP CODE	
SALEM	MO 65560
REMIT TO (PAYMENT) ADDRESS (if different from above)	
CITY, STATE, and ZIP CODE	
CONTACT PERSON	EMAIL ADDRESS
PHONE NUMBER	FAX NUMBER
TAXPAYER ID NUMBER (TIN)	UEI NUMBER:

CONTRACTOR'S AUTHORIZED SIGNATURE	DATE
PRINTED NAME	TITLE
DEPARTMENT OF HEALTH AND SENIOR SERVICES DIRECTOR OF DIVISION OF ADMINISTRATION OR DESIGNEE SIGNATURE	DATE

AMENDMENT #02 TO CONTRACT KQ220052078

CONTRACT TITLE: Wastewater Operators

CONTRACT PERIOD: June 28, 2023 through July 31, 2024

The Department of Health and Senior Services hereby exercises its option to renew the above-referenced contract; therefore, Section 1.1 is hereby deleted in its entirety and replaced with revised Section 1.1 as follows:

- 1.1 The contract amount shall not exceed \$6,000.00 for the period of June 28, 2023 through July 31, 2024.

Additionally, the Department of Health and Senior Services hereby amends the above referenced contract as follows:

- 1. Add Section 1.5 in its entirety as follows:

- 1.5 If the Contractor provides any “personal information” as defined in §105.1500, RSMo concerning an entity exempt from federal income tax under Section 501(c) of the Internal Revenue Code of 1986, as amended, the Contractor understands and agrees that it is voluntarily choosing to seek a state contract and providing such information for that purpose. The state will treat such personal information in accord with §105.1500, RSMo.

All other terms, conditions and provisions of the above referenced contract, shall remain the same and apply hereto.

Staff Summary Report

MEETING DATE:	04/25/2023
AGENDA ITEM:	
AGENDA TITLE:	FINANCIAL UPDATE

ACTION REQUESTED BY:	STACEY HOUSTON
ACTION REQUESTED:	FOR REVIEW
SUMMARY BY:	Stacey Houston

PROJECT DESCRIPTION / FACTS

Financial update:

Sales Tax Revenues are through April 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 March 31, 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 March 31, 2023

PROCUREMENT

NA/

FISCAL IMPACTS

N/A

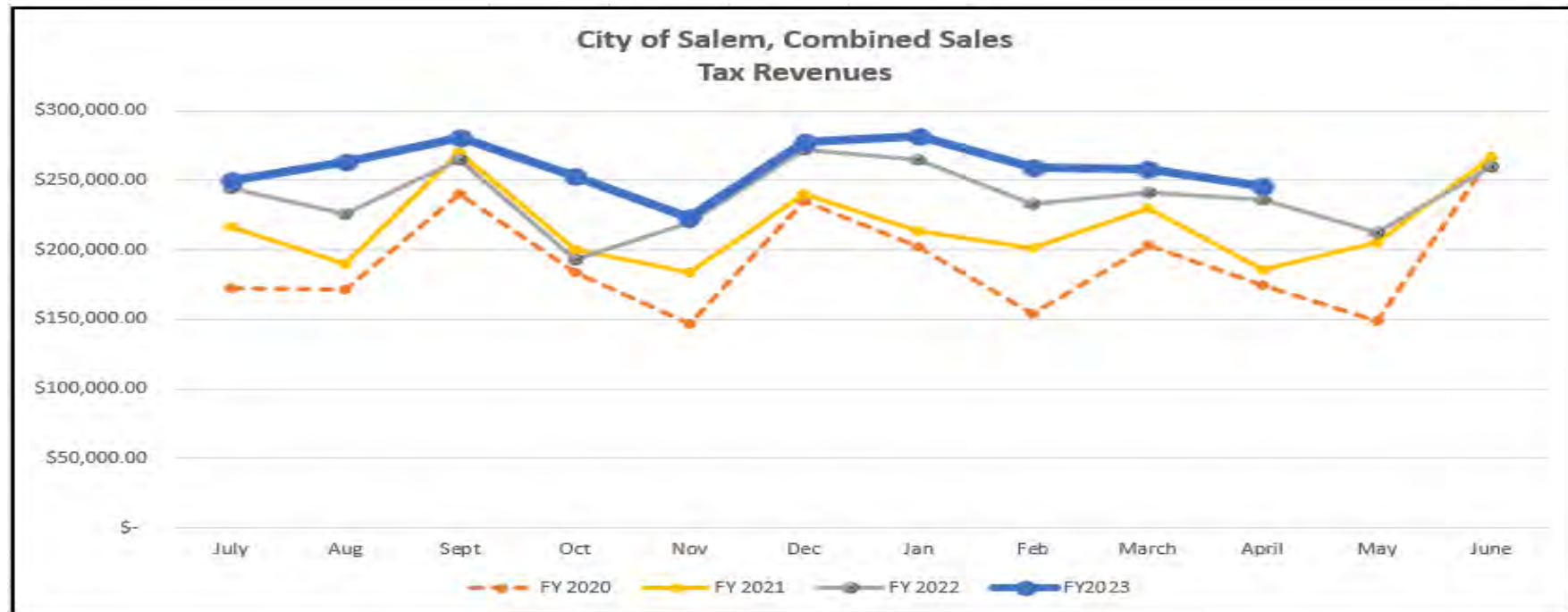
SUPPORT DOCUMENTS:	Sales Tax Collected through April 2023 / Utility Consumption & Revenues / Treasurers Report through March 31, 2023
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DEPARTMENT'S RECOMMENDED MOTION: N/A

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	\$ 1,413,487	\$ 1,156,490	\$ 1,252,600
July-April	\$ 913,848	\$ 1,046,027	\$ 1,182,544	\$ 1,276,912	
Parks & Rec	\$ 421,958	\$ 491,424	\$ 530,008	\$ 433,679	\$ 425,000
July-April	\$ 343,479	\$ 392,341	\$ 443,403	\$ 478,828	
Cap Imp	\$ 562,620	\$ 655,124	\$ 706,743	\$ 578,246	\$ 650,000
July-April	\$ 457,971	\$ 523,014	\$ 591,272	\$ 638,457	

**Through April 2023 (Pending Adjustments & Year End Transfers)



UTILITY USAGE & REVENUE							
	2019-2020 ACTUAL	2020-2021 ACTUAL	2021-2022 ACTUAL	2021-2022 JUL-MAR	2022-2023 YTD ACTUAL	2022-2023 BUDGETED	Percent of Budget
Electric Consumption Sold	53,649,806	55,511,522	52,787,837	41,385,755	41,159,057		
Electric Sales Rev.	\$ 5,078,855	\$ 5,076,208	\$ 5,388,796	\$ 4,222,143	\$ 5,496,560	\$ 6,677,759	82%
Electric Revenue Collected	\$ 3,856,219	\$ 4,437,344	\$ 5,309,157		\$ 5,276,227		
Purchase of Power	\$ 3,101,409	\$ 3,636,738	\$ 4,135,284	\$ 3,170,282	\$ 3,550,927	\$ 4,321,372	82%
Water Consumption Sold	123,846,229	150,680,971	133,720,064	102,362,082	107,790,044		
Water Sales Rev.	\$ 787,185	\$ 950,933	\$ 839,084	\$ 663,882	\$ 706,927	\$ 768,908	92%
Water Revenues Collected	\$ 590,714	\$ 703,200	\$ 882,471		\$ 658,356		
Sewer Consumption Sold	113,213,897	136,779,028	121,145,016	93,044,649	92,311,412		
Sewer Sales Rev.	\$ 748,333	\$ 901,523	\$ 777,868	\$ 621,549	\$ 750,979	\$ 728,759	103%
Sewer Revenues Collected	\$ 564,188	\$ 662,644	\$ 832,558		\$ 685,297		

**Through MARCH 31, 2023-(Pending Year End Transfers & Adjustments)

GRAND TOTAL	5,321,804.89	11,247,838.11	9,218,983.87	694,168.00	694,168.00	7,350,659.13	192,154.75	20,557.48	7,179,061.86
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Staff Summary Report

MEETING DATE: 04/25/2023

AGENDA ITEM:

AGENDA TITLE: LEAD SERVICE LINE INVENTORY BID APPROVAL

ACTION REQUESTED BY: Stacey Houston

ACTION REQUESTED: Approve Lead Service Line Inventory Bid

SUMMARY BY: Stacey Houston

PROJECT DESCRIPTION / FACTS

The Lead Service Line Inventory project is to meet EPA's mandate for an "initial inventory" of lead service lines in the city. The City is expected to perform this initial inventory and submit a database to MDNR by October 16, 2024. The scope of this project will consist of:

- Review available records to determine likelihood of lead presence for all connections.
- Physical Inspection may include observing the meter pit, customer service line entry point, excavate and expose the service line for inspection.
- Hardcopy and/or GIS maps indicating location and details of surveyed service lines.
- Submission of the Lead Service line Inventory spreadsheet to MDNR by October 16, 2024, or sooner.

	Relevant Experience	Qualifications	Proposed Work Plan	Quality of Proposal	Schedule & Cost	Total Score
Archer-Elgin	25	25	20	15	15	100
Homer & Shifrin, Inc	23	25	20	15	8	91

PROCUREMENT

Request for Bids was advertised in The Salem News beginning March 07, 2023, and was posted on the City's website. Bids were due by April 07, 2023

FISCAL IMPACTS

The Lead Service Line Inventory project is part of the \$150,000 ARPA funds received with a local match of \$30,000 for total project funding of \$180,000.

SUPPORT DOCUMENTS: Bids are listed below.

DEPARTMENT'S RECOMMENDED MOTION: Move to approve the bid from Archer-Elgin and reject the bid from Horner & Shifrin, Inc.

STATEMENT OF QUALIFICATIONS



Lead Service Line Inventory



Grow | Prosper | Succeed

573.364.6364

www.archer-elgin.com

April 7, 2023

Stacey Houston, Finance Director
City of Salem
400 North Iron Street
Salem, MO 65560

RE: **Request for Qualifications for Lead Service Line Inventory**

Dear Stacey:

We sincerely thank you for the opportunity to submit our firm's Statement of Qualifications and Proposal for Lead Service Line Inventory to the City of Salem.

The City is poised for a great future, and we are excited to be considered a valued part of your team. At the main entrance to our office is a quote from Henry Ford that reads, "Coming together is a beginning – Keeping together is progress – Working together is success". We look forward to working together to assist in the City's continued success.

The Archer-Elgin Team is well-positioned to perform the scope of services identified for the lead service line inventory. We can do so through a unique blend of in-depth project experience in all of the key technical areas; innovative, cost-effective designs; and a highly focused commitment to meeting the EPA designated submission deadline of October 16, 2024.



In summary, Archer-Elgin offers the following to the City of Salem:

- Intimate knowledge of the City's utility infrastructure.
- Cost-effective approach, working hand in hand with City forces to develop real-world solutions.
- Unparalleled Surveying and GIS experience.
- Extensive experience in compliance and regulatory review, and public financing and funding.
- Relentless commitment to client communication, collaboration, and adherence to project critical success factors including schedule and budget.

We appreciate the opportunity to submit our Statement of Qualifications and Proposal and look forward to further discussing with you how our firm can provide the City of Salem with the best services. We are passionate about our clients and work hard to earn the right to be a member of their team. ***We want to be your consultant and we commit to you the top resources necessary for our firm to ensure your total success.*** We look forward to your favorable consideration of our proposal.

Respectfully Submitted,

Jeff Medows, PE
President

TABLE OF CONTENTS

Company Profile

Criteria for Evaluation

- The Archer-Elgin Team

- Capacity and Capability

- Past Record of Performance

- Proximity and Accessibility

Organizational Chart and Resumes

Specific Project Approach

- Lead Service Line Inventory and GIS Development

Cost Quote

References

Certificate of Professional Liability Insurance

E-Verify

COMPANY PROFILE

Archer-Elgin Engineering, Surveying, and Architecture (Archer-Elgin) is a full-service consulting engineering, surveying, and architectural company that is home to a skilled, diverse, and experienced team of highly trained and licensed professionals, supported by cutting-edge equipment and technology. We are dedicated to delivering personalized, full-service expertise in the fields of municipal engineering, land surveying, mapping, and architectural and construction services.



Our firm's work is guided by our commitment to listen to our clients, earn and keep their trust, treat every project like it's ours, and work hard to exceed our clients' expectations for communication, accessibility, and responsiveness. We measure our success by our ability to become a valued members of our clients' teams

OUR HISTORY AND SIZE

CM Archer Group acquired the assets of Elgin Surveying & Engineering, Inc. to form **Archer-Elgin Engineering, Surveying, and Architecture**. With this merger, two quality firms came together to create locally-owned, full-service engineering, surveying, and architecture design firm located in Rolla, Missouri.

- **35-member full-service multi-disciplinary team**
- 16 Professional Engineers, Architects, Land Surveyors, and Landscape Architects
- **Serving Mid-Missouri since 1962**
- Licensed in the states of Missouri, Arkansas, Colorado, Illinois, Indiana, Iowa, Kansas, Tennessee, Oklahoma and Oregon, Utah and Wisconsin
- **Specialize in public infrastructure** with emphasis on wastewater treatment and collection design; drinking water treatment, distribution, and storage design; electrical system distribution, controls, and instrumentation design; stormwater management and design; and transportation system (including streets, bridges, and pedestrian improvements) planning, development and design

OUR COMPREHENSIVE SERVICES

Consulting Engineering and Architecture: Archer-Elgin provides a **full range of infrastructure and building planning, design, and management services**, with a focus on municipal engineering. Our Total Project Management approach and our in-house multi-disciplined design capabilities allow us to provide our clients with a comprehensive range of services from conceptual planning through system delivery. Our services typically include:

- 35-member full-service multi-disciplinary team
- A full range of infrastructure planning, design, and management services
- Construction management and observation services
- Financing and funding including rate analysis
- Planning services
- Regulatory review and compliance



CRITERIA FOR EVALUATION

CITY OF SALEM TEAM

Archer-Elgin is pleased to present a team with the experience and technical expertise in all areas required for lead service line inventory. An organizational chart, showing how our team is structured and the resumes of our key team members, is included. The project team selected for the City of Salem has successfully worked together on numerous municipal projects over the past several years. **This team is currently working or has worked in similar roles for numerous cities throughout South Central Missouri. These partner cities include Houston, Rolla, Newburg, St. Robert, St. James, Dixon, Steelville, Richland, New Haven, Hermann, Owensville, Cuba, and Potosi.** This team has further experience designing wastewater treatment facilities that accept flow from state penitentiaries, such as Potosi, Pacific, and Salem.

The leadership of the Archer-Elgin team will be provided by Jeff Medows who will serve in the role of Client Services Manager and primary contact, coordinating the work with the project stakeholders, and Archer-Elgin staff that will be assigned to the project as needed.



Jeff Medows, PE
Principal in Charge



Ken Campbell, PhD, PE
QA/QC



Alissha Feeler, PE
Water System Engineer



Travis Hernandez, BSCE
Project Manager



Scott Volkmann, LSIT
Conventional Mapping

TECHNICAL EXPERTISE

Archer-Elgin is pleased to provide our firm's qualifications for surveying, and GIS design and development and professional services to the City of Salem. We believe we have the experience, competence, and capacity along with firm resources that include multi-disciplined professional staff and specialized equipment and tools to be able to offer the City of Salem the best choice in consultant services. Our firm uses the latest, up-to-date equipment, software and technology that is available. This investment by our firm ensures that when we provide a report or design to Salem it is consistent and accurate.

and design for cities throughout mid-Missouri. We have the people and equipment in place to assist cities with all their public infrastructure systems.

Archer-Elgin brings our uniquely qualified team of multi-disciplined engineers (civil, environmental, electrical, and structural), architects, surveyors, designers, inspectors, and administrative personnel to the City of Salem. Our staff's experience combined with each staff member's expertise allows us to best serve the cities we work with. We completely understand the needs, requirements, and challenges of cities of all sizes from small to large and have years of experience in crafting solutions to best meet each community's needs. Our relationship with our partner cities is long-term and has resulted in years of experience that provide benefits to our client cities as we have intimate knowledge of their public infrastructure systems including water, wastewater, stormwater, electrical distribution, transportation, architectural, mapping and utility rate studies.

Advantages Archer-Elgin provides to the City of Salem:

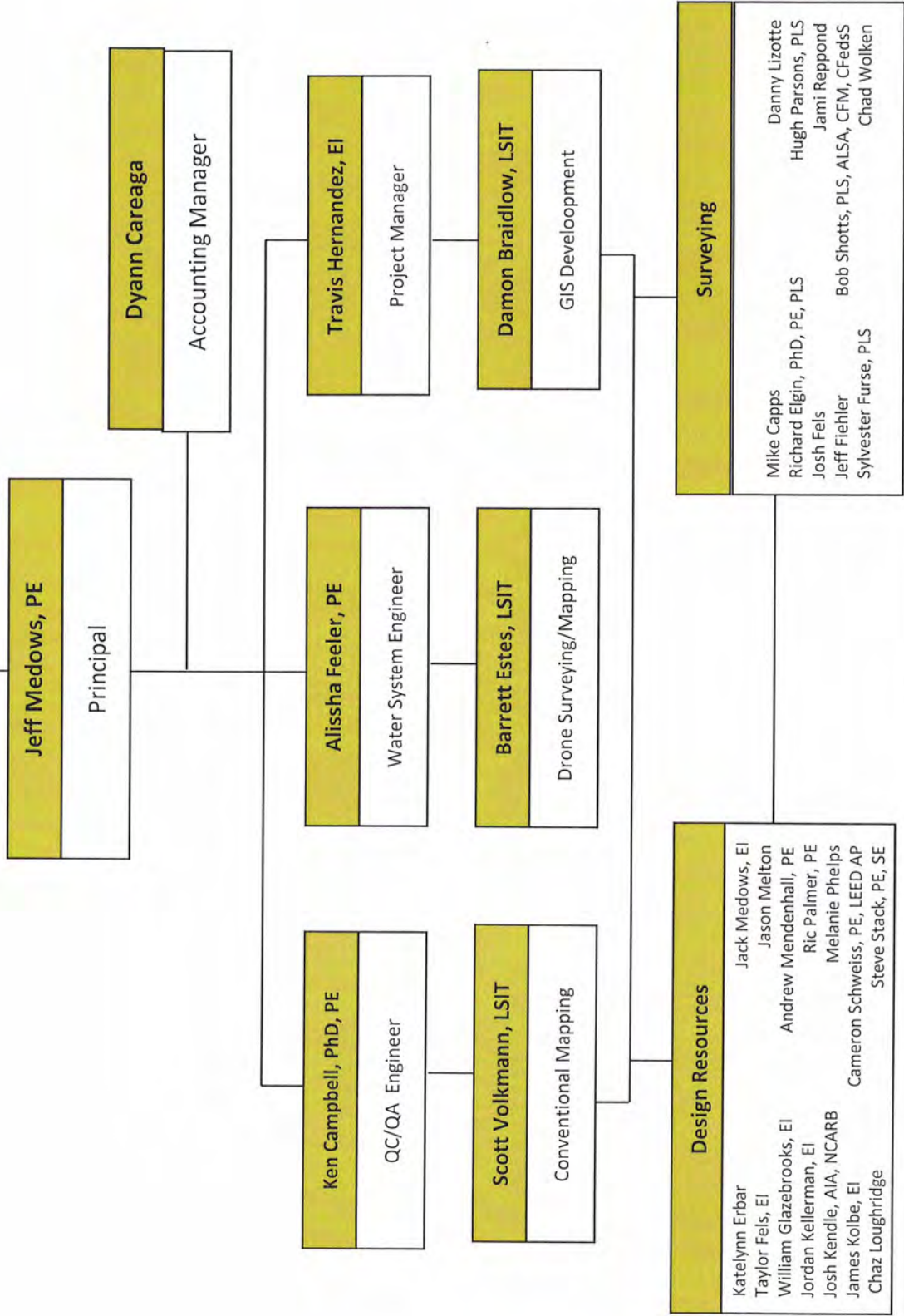
- Archer-Elgin is a quality, locally owned, full-service consulting engineering, surveying, and architectural firm that offers a wide range of consulting services to cities across Mid-Missouri.
- The 35-member Archer-Elgin team includes a uniquely qualified team of multi-disciplined engineers (civil, environmental, electrical, and structural), surveyors, designers, inspectors, grant and funding specialists, and administrative staff with experience dating back to the 1970s.
- The Archer-Elgin team offers a high percentage of licensed engineers and surveyors with experience and expertise in all areas required for all municipal infrastructure projects.
- Archer-Elgin will perform. We have never been in a contract dispute. We promise to be attentive, efficient, responsive, and professional. We will work with you without hassles or conflict, all accomplished using a fee schedule that is fair to the City of Salem and ourselves.
- The Archer-Elgin firm is financially capable, appropriately insured, professionally attuned, technically qualified, highly experienced, and respectful of landowners' and citizens' concerns.
- We currently have projects in various phases in 22 different municipalities in central and southern Missouri, many of which we serve as City Engineer.
- Archer-Elgin is built on the foundation of our commitments to deliver exceptional engineering services every time with every project and our determination to measure our success by the success of the projects that we are involved in.

PROXIMITY AND FAMILIARITY

Our firm is located in Rolla, Missouri with a satellite office in Lebanon. We have faithfully worked with communities in the central and southern Missouri area continuously since 1962. Being only 20 miles away, Archer-Elgin has the proximity to meet with the City in person for progress meetings, council meetings, or any emergency that may arise. We are accustomed to traveling for clients and make it a point to meet regularly during projects to ensure success. In addition, we have other client cities surrounding Salem making us ready to meet your needs.

Our familiarity with Salem extends over four decades. During this partnership, we have gained familiarity with all of the City's utilities, including the water system. Our firm assisted the City with State ARPA applications that were successful in obtaining nearly \$8 Million for water and wastewater upgrades as well as this Lead Service Line Inventory. We hope to continue to build on our previous accomplishments together and as other firms would be catching up, we are that much further ahead with the familiarity of the original project and site.

ORGANIZATIONAL CHART



310 East 6th Street
 Rolla, MO 65401
 Ph: (573) 364-6362



JEFF MEDOWS, P.E. PRINCIPAL IN CHARGE

EDUCATION

Missouri University of Science and Technology

Bachelor of Science in Civil Engineering - 1994

Professional Registrations as a Professional Engineer

Missouri, Arkansas, Kansas, Oklahoma

Professional Organizations

American Council of Engineering Companies of Missouri
American Society of Civil Engineers
Association of the United States Army
Meramec Community Enhancement Corporation
Missouri Association of Municipal Utilities
Missouri Municipal League
Missouri Public Utility Alliance
Missouri Rural Water Association
Missouri Society of Professional Engineers
Phelps for the Fort
The Society of American Military Engineers
Water Environment Federation

SAMPLE DRINKING WATER PROJECTS

- CIPP Rehabilitation and Sanitary Sewer GIS Mapping – City of Pacific, Missouri
- St. Robert GIS City-Wide Water and Sewer Mapping – City of St. Robert, Missouri
- Rolla Municipal Utilities GIS Development – Rolla, Missouri
- Fort Leonard Wood Water System AsbuiltsGIS – City of St. Robert – St. Robert, Missouri
- Fort Leonard Wood Water System Interconnection – City of St. Robert – St. Robert, Missouri
- Ridge Creek Water System Improvements – City of St. Robert – St. Robert, Missouri
- Osage Street Water Main Replacement – City of Pacific – Pacific, Missouri
- Water System Improvements – City of Chamois – Chamois, Missouri
- Osage Street Water Main Replacement – City of Pacific – Pacific, Missouri
- East Scioto Water Improvements – the City of St. James – St. James, Missouri
- Water System Improvements – City of Newburg – Newburg, Missouri
- Superior Road Water System Improvements – City of St. Robert – St. Robert, Missouri
- Municipal Drinking Water Well, Pump, and Well House #4 – City of St. James – St. James, Missouri
- Water System Study – the City of St. James – St. James, Missouri
- Drinking-Water Engineering Evaluation – City of St. Robert – St. Robert, Missouri
- Water System Study Preliminary Engineering Report – City of Chamois – Chamois, Missouri

PROFILE

With over 25 years of experience in the consulting industry, Jeff has been involved in the successful completion of hundreds of successful municipal construction projects. In addition to directing the technical aspects of the planning, design, and construction services.

Jeff is highly skilled at putting together all the other pieces of a successful program, including developing a keen understanding of the client's critical needs and translating them into a functional, cost-effective end product. Jeff will facilitate the comprehensive and timely assessment of infrastructure deficiencies and needs. He will attend meetings with city personnel to review analysis findings and design.

Jeff has been instrumental in assisting our clients in identifying and securing grant and low-interest loan funding for our municipal clients and will work to assist Edgar Springs in this area as needed.

CONTACT

Business Phone: 573-364-6362

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Email: jmedows@cmarcher.com

Address: 310 E 6th St., Rolla, MO 65401



**KEN CAMPBELL, PH.D.,
P.E.
WASTEWATER PROJECT ENGINEER**

PROFILE

With nearly 20 years of experience in the consulting industry, Ken has been involved in the design and analysis of numerous facilities, including wastewater treatment facilities, sanitary sewer collection systems, and lift stations, water distribution and treatment facilities, municipal stormwater management facilities, multi-spanned bridge structures, and residential and commercial structures. He has worked extensively with contractors in the field during the construction of proposed improvements and is well versed in construction methods utilized for various types of construction.

Ken interfaces directly with personnel at numerous municipalities to facilitate the comprehensive and timely assessment of infrastructure deficiencies and needs, with a focus on providing the client with timely and sound recommendations for improvements. Ken attends meetings with city personnel to review analysis findings and designs, and also works in various capacities to administer projects during the bidding and construction phases of projects.

CONTACT

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Address: 310 E 6th St., Rolla, MO 65401

EDUCATION

Missouri University of Science and Technology

Bachelor of Science in Civil Engineering – 2000

Master of Science in Civil Engineering – 2002

Doctor of Philosophy in Civil Engineering – 2020

Professional Registrations as a Professional Engineer

Missouri

Professional Organizations

Missouri Society of Professional Engineers - Member

SAMPLE DRINKING WATER PROJECTS

- CIPP Rehabilitation and Sanitary Sewer GIS Mapping – City of Pacific, Missouri
- Drinking-Water State Revolving Fund – City of Newburg – Newburg, Missouri
- Drinking-Water Engineering Evaluation – City of St. Robert – St. Robert, Missouri
- Fort Leonard Wood Water System Interconnection – City of St. Robert – St. Robert, Missouri
- Municipal Drinking Water System – City of Iberia – Iberia, Missouri
- Water System Study – the City of St. James – St. James, Missouri

SAMPLE WASTEWATER TREATMENT PROJECTS

- Wastewater Treatment Facility Phase 1 Improvements – City of Salem – Salem, Missouri
- Hwy. J/72 Water/Sewer Extension – City of Salem – Salem, Missouri
- Westwood Pump Station – City of Salem – Salem, Missouri
- Ballpark Lift Station – City of Salem – Salem, Missouri
- Wastewater Treatment Facility Improvements Preliminary Engineering Report – City of St. Clair – St. Clair, Missouri
- Wastewater Collection System Study – City of New Haven – New Haven, Missouri
- Sanitary Sewer Evaluation Study – City of Hermann – Hermann, Missouri
- 4th St. Sewer Extension Preliminary Engineering Report, City of Hermann – Hermann, Missouri
- Wastewater Treatment Facility Antidegradation Review – Village of West Sullivan – West Sullivan, Missouri
- Wastewater Treatment Facility Rebuilding – City of St. Robert – St. Robert, Missouri
- Wastewater Collection System Lift Station 2 – City of Pacific, Pacific, Missouri
- Wastewater Treatment Facility Peak Flow Disinfection Improvements – City of St. James – St. James, Missouri



ALISSHA FEELER, P.E. WASTEWATER ENGINEER

EDUCATION

Missouri University of Science and Technology

Bachelor of Science in Civil Engineering – 2000

Masters in Civil Engineering - 2004

Professional Registrations as a Professional Engineer

Missouri, Arkansas

Professional Organizations

Water Environment Federation

SAMPLE DRINKING WATER PROJECTS

- Drinking-Water Engineering Evaluation – City of St. Robert – St. Robert, Missouri
- Superior Road Waterline and Tower Evaluation – City of St. Robert – St. Robert, Missouri
- Fort Leonard Wood Water System Interconnection – City of St. Robert – St. Robert, Missouri
- Redwood Manor Care Center Waterline Extension - West Sullivan, Missouri
- Vichy Road Nursing Home Facility Waterline Extension – Rolla, Missouri

SAMPLE WASTEWATER TREATMENT PROJECTS

- Wastewater Treatment Plant Facility Plan – City of Salem – Salem, Missouri
- Wastewater Treatment Plant Facility Plan – City of Vienna – Vienna, Missouri
- Wastewater Engineering Facility Plan – City of Richland – Richland, Missouri
- Wastewater System Improvements – City of Gainesville, Gainesville, Missouri
- Farmington West Wastewater Treatment Plant Improvements – Brockmiller Construction – Farmington, Missouri
- Wastewater Collection System Lift Station 2 Evaluation – City of Pacific – Pacific, Missouri
- Wastewater Treatment Facility Relocation – City of St. Robert – St. Robert, Missouri
- Wastewater Collection and Treatment System – City of St. Clair – St. Clair, Missouri
- Wastewater Treatment Facility No. 1 Improvements – City of Potosi – Potosi, Missouri
- Pump Station No. 4 Upgrade – City of St. Clair – St. Clair, Missouri
- Wastewater Treatment System Improvements – City of Chamois – Chamois, Missouri
- Transfer Station Sewer Extension and Lift Station Replacement – City of St. Robert – St. Robert, Missouri
- Wastewater Treatment Facility No. 1 Improvements – City of Potosi – Potosi, Missouri

PROFILE

With over 20 years of experience as a project manager/engineer in a variety of both municipal and private projects including process and civil design. Alissha also has significant experience in construction administration, inspection, and startup for a variety of projects. She is familiar with state and federal regulations relating to drinking water, wastewater, and stormwater runoff.

Alissha specializes in working with public utility infrastructure systems including: wastewater treatment plants including tertiary treatment and advanced nutrient removal, wastewater collection, and pumping conveyance systems; stormwater development, conveyance, detention, and water quality treatment; and drinking water storage and distribution systems. Alissha has experience working with a wide range of clients from large metropolitan cities to small cities with populations under 500.

CONTACT

Business Phone: 573-364-6362

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Address: 310 E 6th St., Rolla, MO 65401



TRAVIS HERNANDEZ, E.I. WASTEWATER SYSTEM FIELD ENGINEER

EDUCATION

Missouri University of Science and Technology
Bachelor of Science in Civil Engineering – 2022

Professional Registrations as Engineer
Missouri

Professional Organizations
American Concrete Institute Concrete Field Testing- Technician Grade 1

SAMPLE DRINKING WATER PROJECTS

- CIPP Rehabilitation and Sanitary Sewer GIS Mapping – City of Pacific, Missouri
- Ridge Creek Water System Improvements – City of St. Robert – St. Robert, Missouri
- City Park Water Extensions – City of Potosi – Potosi, Missouri
- MoDOT Shed Water/Sewer Extension – City of Potosi – Potosi, Missouri
- Phase 2 Water System Improvements – City of Billings – Billings, Missouri
- Well No. 4 Improvements – City of Richland – Richland, Missouri
- Fort Leonard Wood Water System Interconnection – City of St. Robert – St. Robert, Missouri
- Baptist Association Water System Chlorination – Pierce Plumbing – St. Clair, Missouri
- Dry Sprinkler Pipe (Trunk Lines) Building 5069 Waterline Extension – Olgoonik Diversified Services – Fort Leonard Wood, Missouri
- Franklin Baptist Association Water System Chlorination – Pierce Construction – St. Clair, Missouri
- Water System Study Preliminary Engineering Report – City of Chamois – Chamois, Missouri
- Water Tower No. 3 Painting – City of Owensville – Owensville, Missouri
- Water System Engineering Report – City of Billings – Billings, Missouri
- Water System Study – City of Potosi – Potosi, Missouri
- Water System Study – the City of St. Clair – St. Clair, Missouri

SAMPLE WASTEWATER TREATMENT PROJECTS

- Wastewater Treatment Facility Bypass Elimination Plan – City of Salem – Salem, Missouri
- Wastewater Treatment Facility Bypass Elimination Plan – City of Crocker – Crocker, Missouri
- Wastewater Treatment Facility Peak Flow Bypass Treatment Evaluation – MPUA Resource Services – St. James, Missouri
- Wastewater Improvement Preliminary Engineering Report – City of Gainesville – Gainesville, Missouri

PROFILE

With over 13 years of experience in the design and analysis of structures, sanitary sewer collection systems and lift stations, municipal stormwater, environmental assessments, floodplain elevations, detention basins, and stormwater pollution prevention plans, Travis is well versed in hydrology. His experience includes working as a Research Laboratory Technician while obtaining his degree at Missouri S&T.

Travis has fabricated reinforced concrete specimens for laboratory load tests, instrumented test specimens with various measurement devices including strain gauges, displacement sensors, load cells, and crack sensors, performed load tests on a variety of structural elements and structures, and followed ASTM specifications to characterize material properties, maintained MSDS and inventory of various chemicals to comply with university environmental management policy, collaborated closely with students, faculty and staff for the common goal of creating quality structural engineering research.

In addition, Travis has performed boundary, construction, GPS, and topographic surveys using state-of-the-art geo-positioning equipment, worked with graduate students and staff on various research projects utilizing fiber-reinforced polymers to strengthen reinforced concrete structural members, worked constructing concrete foundations in both the residential and commercial sector.

CONTACT

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Email: thernandez@cmarcher.com

Address: 310 E 6th St., Rolla, MO 65401



SCOTT VOLKMANN SURVEY CREW CHIEF

EDUCATION

University of Missouri

Bachelor of Science in Civil Engineering – 1994

Professional Registration Land Surveyor in Training

Missouri

SURVEYING/GIS

- Drainage Study and Storm Improvements – City of Steelville – Steelville, Missouri
- Jones First Addition – Willie Chaffin – Lebanon, Missouri
- Oak Hill Avenue Improvements – City of Cuba – Cuba, Missouri
- Crawford County R1 AG-STEM Building – Cahills Construction – Bourbon, Missouri
- Crawford County R1 AG-STEM Building – PJ Myers Hauling & Excavating – Bourbon, Missouri
- American Water Operations Building – Heenan Construction, LLC – Fort Leonard Wood, Missouri
- Motor Pool Parking Lot Resurfacing – Expert Maintenance & Construction Services – Fort Leonard Wood, Missouri
- New Public Works Facility – City of Rolla – Rolla, Missouri
- Missouri University of Science and Technology Storm Sewers – Sircal Contracting – Rolla, Missouri
- Pickleball Facility Expansion – Ashley Creek Farms – Licking, Missouri
- Moorkamp Dental Clinic – Donald Maggi, Inc. – Rolla, Missouri
- Southwestern Cultural Building – Missouri University of Science and Technology – Rolla, Missouri
- Fort Leonard Wood Waterline Interconnect – Olgoonik Diversified Services – Fort Leonard Wood, Missouri
- Ozark Field Station Survey – Missouri University of Science and Technology – Rolla, Missouri
- Brockmiller Construction – Riverways Federal Credit Union – Salem, Missouri
- P.J. Myers Hauling and Excavating, LLC – Riverways Federal Credit Union – Salem, Missouri
- Jimmy John's – Bouse Contracting – Rolla, Missouri
- Rolla National Airport – Capital Paving & Construction – Rolla, Missouri
- Salem Clinic Construction Staking – Phelps Health – Salem, Missouri
- Cogen Facility – SES Energy Services – Fort Leonard Wood, Missouri
- Sterile Processing Addition – Phelps Health – Rolla, Missouri
- MFA Utility Topo – Missouri University of Science and Technology – Rolla, Missouri
- B5 Clean Room Scan – Brewer Science – Rolla, Missouri
- St. Robert Missouri Avenue Staking – Meyer Electric – St. Robert, Missouri

PROFILE

Scott has 25 years of experience in boundary and topographical surveying along with construction layout and is highly experienced with complex projects and the requirements of clients on such projects. Scott is responsible for coordinating schedules directly with the client and/or contractor and for field measurements and staking of boundary and topographical surveying. Scott has experience with Trimble 5603 DR 200+, Trimble R-8 GPS receiver with the TSCE2 data collector.

CONTACT

Business Phone: 573-364-6362

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Email: svolkmann@cmarcher.com

Address: 310 E 6th St., Rolla, MO 65401

SPECIFIC PROJECT APPROACH

We realize that there is more to offer our municipal clients than traditional design services. Your consulting engineer should be in active partnership with the City of Salem – identifying needs, discovering alternatives, integrating multiple disciplines – and in all instances, thinking ahead about how our engineering solutions affect other decisions the City must make. Part of the partnership includes staying on top of new government mandates, such as the Lead Service Line Inventory which must be completed by October 16, 2024. As important, identifying and pursuing funding for such mandates is critical. Archer-Elgin assisted the City in identifying and then applying for ARPA funding for this project. Our application was successful in obtaining \$150,000 of ARPA funds to go along with the City's \$30,000 local match for total project funding of \$180,000.

PROJECT TEAM

Our team is comprised of senior individuals with the authority to prioritize resources to ensure schedules are met. We are pledging to the City of Salem not only sufficient resources, but our top professionals, to assist in your ongoing consulting engineering services. Archer-Elgin is pleased to present a team with the experience and technical expertise in all aspects of GIS mapping, historical data research, physical investigation and database development for the City of Salem.

Jeff Medows, P.E. will serve as Client Service Manager and as the day-to-day contact for Archer-Elgin. He will be responsible for the regular communications and timely delivery of services to the City.

In his 25 years of experience in the consulting engineering industry, he has led hundreds of successful municipal projects. In addition to directing the technical aspects, Jeff is highly skilled at putting together all the other pieces of a successful program, including developing a keen understanding of the client's critical needs and translating them into a functional, cost-effective end product. Jeff has historically been extremely successful in assisting our clients in securing the most favorable outcomes with respect to grants and low-interest loans.



Travis Hernandez will serve as the Project Coordinator and will be responsible for overseeing the database development and final submission to MDNR.

Ken Campbell will serve as QA/QC manager for the project and will also be responsible for historical data research.

Scott Volkmann will oversee all GIS mapping, utilizing conventional equipment and drone technology.

Damon Braidlow will be responsible for developing the GIS database.

Critical Project Components

The intent of this project is to meet EPA's mandate for an "initial inventory" of lead service lines in the system. The City is expected to perform this initial inventory and submit a database to MDNR by October 16, 2024. It is understood that this initial inventory will not be exhaustive and will result in unknown service line materials to be investigated in an ongoing effort. The scope of this project contains the following key components:

1. Historical Research

Our team will review available records to determine likelihood of lead service line presence for all service connections. This will consist of building permits, construction record drawings, maintenance records, County Assessor's data and historical satellite imagery.

2. Service Location Mapping

The location and address of water customer's service will be mapped utilizing a combination of conventional surveying equipment as well as the latest drone technology.

3. Physical Inspection

Based upon results of the historical research, Archer-Elgin will select a statistical sample of service lines to physically inspect and identify service line material. Physical inspections may include observing the meter pit, customer service line entry point, or utilization of hydro-vac equipment to excavate and expose the service line for inspection. The

COST QUOTE

COST APPROACH – LEAD SERVICE LINE INVENTORY

Archer-Elgin proposes to perform the services described in the previous "Project Approach" section for the Lump Sum Fee of \$180,000.

REFERENCES

City of St. Robert – 573.451.2000

Contact: Steve Long, Director of Public Works

Project Type: Pedestrian Bridge, GIS, Streets (new and rehabilitation), Storm Water Drainage, Street Lights, Sidewalks, ADA Accessibility, Water, Sewer, Natural Gas, Electric Distribution

City of Potosi – 573.438.2767

Contact: Joseph Blount, Mayor

Project Type: Storm Water, Storm Drainage, Wastewater Treatment, and Collection System, Public Facilities Design, Sidewalk, Trails, Stormwater

City of Rolla – 573.364.8659

Contact: Darin Pryor, Interim Public Works Director

Project Type: GIS, Wastewater System Upgrades, Roadway Improvements

City of St. Clair – 636.629.0333

Contact: Jason Ivey, Public Works Director

Project Type: Wastewater System Upgrades

City of St. James – 573.265.7013

Contact: Jim Fleming, City Administrator

Project Type: Water and Wastewater System Upgrades, Electrical Distribution

City of New Haven - 573.237.2349

Contact: Kathy Trentmann, City Administrator

Project Type: Streets (new and rehabilitation), Storm Water Drainage, Sidewalks, Downtown Revitalization, Water, Sewer, Natural Gas, Electric Distribution

City of Hermann – 573.486.5400

Contact: Patricia Heaney, City Administrator

Project Type: Streets (new and rehabilitation), Storm Water Drainage, Sidewalks, Downtown Revitalization, Water, Sewer, Natural Gas, Electric Distribution

City of Owensville – 573.437.2812

Contact: Jeff Fahrenholz, Public Works Director

Project Type: Water, Street Rehabilitation, Storm Water Drainage, Sidewalks, ADA

City of Pacific – 636.271.0500

Contact: Steve Roth, City Administrator

Project Type: Water, Wastewater, Storm Water, Sanitary Sewer

City of Waynesville – 573.774.6171

Contact: John Doyle, City Administrator

Project Type: Water, Street Rehabilitation, Storm Water, Sidewalks, ADA Accessibility, Sewer, Electric Distribution

City of Houston – 417.967.3348

Contact: Heather Sponsler, City Clerk

Project Type: Sidewalks, Electrical Services/Street Lighting

City of Richland – 573.765.4421

Contact: Don Decker, Utilities Superintendent

Project Type: Wastewater, Public Works Building, Electric Distribution

City of Newburg – 573.762.2315

Contact: Phyllis Harris, City Clerk

Project Type: Bridge Replacement, Water, Storm Water Drainage, Sewer, Electric Distribution

City of Farmington – 573.756.1701

Contract: Larry Lacy, Public Works Director

Project Type: Wastewater/Improve Wells



CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)

03/09/2023

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 have ADDITIONAL INSURED provisions or 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).

PRODUCER Mylo LLC 8880 Ward Parkway Suite 200 Kansas City MO 64114	CONTACT NAME: Susan Carleton PHONE (A/C, No, Ext): E-MAIL ADDRESS: susan.carleton@choosemylo.com FAX (A/C, No): INSURER(S) AFFORDING COVERAGE INSURER A: AMCO INSURER B: Accident Fund Insurance Co of America INSURER C: Hanover Insurance/Allmerica Financial INSURER D: INSURER E: INSURER F:
INSURED Cm Archer Group P.C DBA Archer-Elgin 310 E 6th St Rolla MO 65401-3343	NAIC # 19100 10166 954

COVERAGES

CERTIFICATE NUMBER: CL2212610562

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:	N	N	ACPGLA03077525603	12/09/2022	12/09/2023	EACH OCCURRENCE \$ 1,000,000 DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 100,000 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 AI-Ownrs, Lessees or \$
A	AUTOMOBILE LIABILITY <input type="checkbox"/> ANY AUTO <input type="checkbox"/> OWNED AUTOS ONLY <input checked="" type="checkbox"/> HIRED AUTOS ONLY <input type="checkbox"/> SCHEDULED AUTOS <input checked="" type="checkbox"/> NON-OWNED AUTOS ONLY	N	N	ACPGLA03077525603	12/09/2022	12/09/2023	COMBINED SINGLE LIMIT (Ea accident) \$ BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$ \$
A	<input checked="" type="checkbox"/> UMBRELLA LIAB <input checked="" type="checkbox"/> OCCUR EXCESS LIAB <input type="checkbox"/> CLAIMS-MADE DED <input checked="" type="checkbox"/> RETENTION \$ 0	N	N	ACPCAA03077525603	12/09/2022	12/09/2023	EACH OCCURRENCE \$ 3,000,000 AGGREGATE \$ 3,000,000 \$
B	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below	N/A	N	100076987	12/09/2022	12/09/2023	<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
C	PROFESSIONAL	N	N	LHKA173483 09	12/09/2022	12/09/2023	PER CLAIM \$5,000,000 AGGREGATE \$5,000,000

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

CERTIFICATE HOLDER

CANCELLATION

CITY OF SALEM, MISSOURI
400 NORTH IRON STREET

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



Company ID Number: 337235

Information Required for the E-Verify Program	
Information relating to your Company:	
Company Name	CM Archer Group, P.C.
Company Facility Address	310 East 6th Street Rolla, MO 65401-3343
Company Alternate Address	310 East 6th Street Rolla, MO 65401-3343
County or Parish	PHELPS
Employer Identification Number	200211429
North American Industry Classification Systems Code	541
Parent Company	
Number of Employees	20 to 99
Number of Sites Verified for	2

CELEBRATING
90
YEARS
1933 - 2023

Statement of Qualifications: Lead Service Line Inventory

City of Salem, Missouri

April 7, 2023



April 7, 2023

City of Salem, Missouri
Attn: City Clerk
400 N. Iron Street Salem
Salem, MO 65560

Professional Services Proposal: Lead Service Line Inventory

Members of the Selection Committee,

Horner & Shifrin (H&S) is pleased to present our team's proposal to the City of Salem, Missouri for Lead Service Line Inventory (LSLI) Services. Our team understands the collaboration, communication, and project requirements and we are confident we have the expertise to deliver a successful project/service. We place our priorities on customer service, timely responses, and attention to detail.

Our team is familiar with the purpose and goals stated in the scope of services in the RFP. Our team comprised of degreed GIS analysts, programmers, and database administrators, and field personnel ensure we have the technical expertise to provide a platform for inventory collection, field inventory knowledge, and reporting capabilities. As an ESRI Bronze Partner, and our investment in the Geocortex Essentials technology platform as our interactive GIS mapping portal for our clients along with ESRI products as the backbone, our staff keeps up with the latest advances in GIS technologies and field collections. In addition to our dedicated GIS department, we offer a wide range of engineering services as a resource to you. This unique combination of GIS staff, surveyors, engineers, technology, and system knowledge provide you with a single source solution provider for all your LSLI needs.

We have the capacity, capability and skills to help you accomplish this LSLI inventory. Our team will review any documents the city can provide and work with staff to determine material throughout the city as a starting point to fill out the LSLI portion of our cloud-based Skyview GIS mapping platform. Following research, we will reach out to the general public using door hangars, flyers, and other methods of contact to acquire the service line material information via door to door visual inspection of service lines inside building and homes to achieve 100% inventory. Depending on documents and contacts, any remaining unknown service lines we would bring our teaming partner Ace Pipe in to begin potholing or excavation, on an as needed basis to determine the material present. We will perform Water Quality Sampling and enter that data directly into the Skyview GIS platform.

From an administrative impact, our engineers can assist in preparing grant reimbursement as they helped many get ARPA funds to help in this LSLI endeavor. Inventory progress can be viewed and accessed at any time via our Skyview GIS platform by any City of Salem, Missouri staff or council member, and we can attend any board or council meeting as requested. Finally, reports can be generated directly out of the Skyview GIS platform to provide the Environmental Protection Agency (EPA) and Missouri Department of Natural Resources (MoDNR) and any other agency the required inventory documents requested. We can even give access to EPA and MoDNR to the Skyview GIS platform, if requested. Our investments in technology (automated workflows, programming, etc.) allows us to help you make better decisions on how to approach this project, collection methods, accuracies, deliverables, cost-effectiveness and time.

We understand that all projects are different, but we strive to exceed our client's expectations on every project by providing exceptional service and completing the project accurately and on time. We trust our team's expertise on previous projects show that we are more than qualified. We consider it a privilege to submit our proposal and look forward to your favorable consideration of our services. If you have any questions, please contact us.

Sincerely,



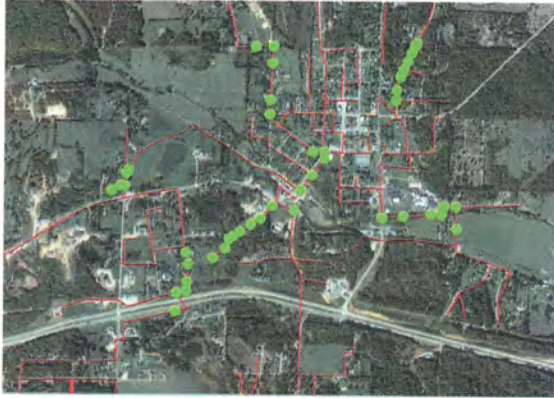
Shannon Todd
Project Manager - Water
(573) 772-4203
smtodd@hornersshifrin.com



Steve Randolph, PE, CPESC, CFM
Assoc. VP, Regional Manager - Water
(312) 766-4421
srandolph@hornersshifrin.com



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G. PROJECT FEE

H. SUPPLEMENTAL MATERIALS



A. FIRM OVERVIEW

OFFICE LOCATIONS

Corporate Headquarters

401 S. 18th St., Ste. 400
St. Louis, MO 63103-2296
(314) 531-4321

Bentonville, Arkansas

3604 NW Frontage Rd., Ste. 6F
Bentonville, AR 72712-9254
(479) 398-7250

Chicago, Illinois

8755 W. Higgins Rd., Ste. 325
Chicago, IL 60631-0019
(312) 332-4334

Edwardsville, Illinois

231 N. Main St., Ste. 25
Edwardsville, IL 62025-1653
(618) 650-8440

Marion, Illinois

410 N. Court St.
Marion, IL 62959-2329
(618) 993-6411

O'Fallon, Illinois

604 Pierce Blvd., Ste. 300
O'Fallon, IL 62269-2588
(618) 622-3040

O'Fallon, Missouri

101 Laura K Dr., Ste. 101
O'Fallon, MO 63366-3991
(636) 329-9296

Poplar Bluff, Missouri

4061 Highway PP, Ste. 1
Poplar Bluff, MO 63901-3905
(573) 727-9666

St. Charles, Missouri

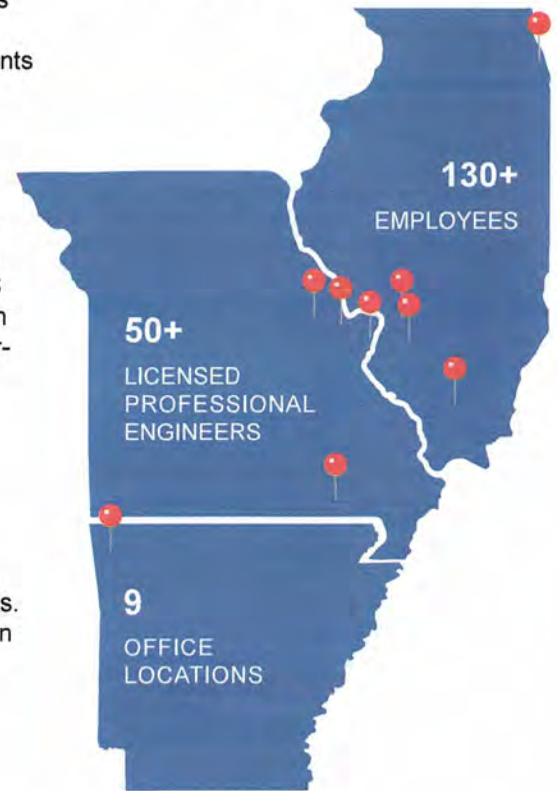
119 S. Main St.
St. Charles, MO 63301-2802
(636) 277-9550

Horner & Shifrin, Inc. is a multidisciplinary professional services firm with the experience and capability to serve a wide variety of clients throughout the United States.

Founded in 1933 by W.W. Horner and H. Shifrin in St. Louis, the firm has grown to offer services to meet the ever-changing needs of our clients and to keep ahead of technological developments in the field of engineering.

We offer professional services in all phases of a project, from feasibility planning and development, funding application assistance, land survey and 3D scanning, and environmental planning, to engineering design and construction administration, as well as GIS mapping services. Our projects are managed in a way that allows for thorough review by senior-level staff, no matter the size of the project. H&S has demonstrated innovative design on numerous projects, receiving recognition in the form of professional awards and repeat assignments from 80% of our clients.

As a 100% employee-owned firm, every staff member has a personal vested interest in completing work to the satisfaction of our clients. These reasons and more make Horner & Shifrin the Right Choice for any project.



SERVICES

- Active Transportation
- Building Services
- Construction Services
- Drinking Water
- Environmental Planning & Permitting
- Geospatial (GIS)
- Public Funding Assistance
- Public Involvement
- Site Development
- Surveying
- Transportation
- Wastewater
- Water Resources

80%

Repeat
Clients

89

Years in
Business

100%

Employee-
Owned

VISIT OUR WEBSITE

WWW.HORNERSHIFRIN.COM



B. SUBCONSULTANT INFO

Ace Pip Cleaning | Potholing Investigation

Ace Pipe Cleaning specializes in the inspection and planned maintenance of sewer pipes and water mains, giving you the knowledge and data you need to prevent backups and breaks. As part of the Carylton Corporation, a nationwide collection of 14 best-in-class companies, we have the resources and expertise to quickly, safely, and correctly maintain your environmental infrastructure.



ACE PIPE CLEANING
A Carylton Company

PDC Laboratories | Water Quality Testing

PDC Laboratories specializes in drinking water testing and analysis for communities, municipalities and non-transient, non-community water suppliers.



C. PROJECT APPROACH

Based on our understanding of your scope of services, the City of Salem, Missouri request a survey of your 2,246 service lines to determine which lines are lead and which are not, in effort to submit to the U.S. Environmental Protection Agency (EPA), Missouri Department of Natural Resources (MoDNR), and any other agency as requested Lead Service Line Inventory data by October 16, 2024 or sooner. In addition, a request to have water quality samples of each household or business along with results. If determination of the service lines is unidentifiable via interior inspections, then potholing of the service lines is expected. This effort will be completed by a combination of city staff, H&S, H&S teaming partners (Ace Pipe for potholing and PDC Laboratories for Water Quality Sample Testing), and homeowner help.

Our approach to this task, starts with having a cloud-based mapping platform (H&S Skyview GIS) that will be utilized by the City and/or H&S to collect pertinent information pertaining to the EPA's requirements regarding the identification of lead service lines. After setup of collection system, we will review current City documents, as-builts, construction, etc., to identify areas to generate a map of service line material known and unknown areas. These unknown areas will then require the team to identify service line material types through property inspections. We will provide door hangers to inform residents of our intentions to acquire the material via a property inspection of their water service line inside the household or business. A team of two inspectors will go door to door of unknown service lines to locate the water service line within the household or business and acquire a water sample at the same time to limit the disturbance of the homeowner. The inspectors will record in our secure real-time H&S Skyview GIS platform via a tablet or smart phone the water service line material, take a photo, and any other information while inside the household or business. Our field teams have the ability to draw in the service line from house to meter, then from meter to main to show full connection. Water samples collected during inspection with be sent to our partnering labs for analysis and data/reports will be added to the H&S Skyview GIS platform based on property addressing.

Any household or business that is labeled unable to access or service line is unidentifiable, we will then bring in our potholing team to a pothole on either side of the meter as needed, to capture the material, size, photo, etc., and then once all data is collected fill hole back in. If required and depending on accuracy requirements, a DA2 Trimble unit along with Catalyst Accuracy Subscription will be utilized during data collection to map meters, service lines, and water mains up to a 1-2cm level. The map will include all fields necessary and required by the EPA and MoDNR, as well as symbology to allow for easy analysis and identification.

At any time during collection and specifically at the end, the H&S Skyview GIS platform has the ability to run multiple reports (reports include individual property report, entire district report, and summary report). Reports will be either submitted to the EPA and MoDNR agencies, or the agencies will be given access to the online mapping application for inventory and compliance verification.

Throughout the collection period we will perform Quality Assurance/Data Governance. The integrity of data collected is of paramount importance to run analyses, standards compliance, query data, filter for mapping purposes or share your data with other parties. Our staff utilize advanced automated tools to ensure data integrity of collected and imported data. By utilizing tools such as the ESRI Data Reviewer Extension, our staff can create automated workflows, which can analyze entire data sets and find errors such as non-connected vertexes, overlapping polygons, inconsistent naming, null values, etc. This time saving process provides our staff the ability to quickly, find, locate, and resolve targeting errors in database rather than reviewing all data, segment by segment.

Our goal as a stakeholder is to ensure the success of each client organization and their projects. We have used this approach with numerous large and small clientele and projects. We take the time to listen to our client's requests, issues, and needs, so we can formalize a proper solution and response. Our creative and innovative team allow our capabilities to be limitless and yet provide a common framework for future integration and scalability. We provide cost-effective solutions and promote automation that reduces time and money, we ensure the integrity of your data using the proper software and tools, and we are strategic in forging a collaborative environment between client, partners, and team. The fact is, we use the same approach on internal projects within our firm as we do externally with our clients, partners, and agencies by using the same software, applications, databases, and configurations on our projects as we would for yours. The combination of our full-service GIS team and leverage of our



Lead Service Line Full Inspection Report

Sample Deliverables from Horner & Shifrin for Lead Service Line Inventory



engineering, surveying, civil/site, water, construction administration, material testing, and environmental assessment services provides a library of resources at the disposal of our clients; therefore, we are confident our team's service portfolio, support, and recommendations will meet the City's immediate and future needs.



Lead Service Line Inspection Report

Site ID: 000072

Location Identifier:
18-9.0-29-002-
003-0002.000

Address:
119 SUNSET HEIGHTS

City: Cassville

State: MO

Zipcode: 65625



Building Type: SFR (Single Family Residence), Building Plumbing Material Install Date:
Building Plumbing Material 1: Building Plumbing Material 2:
Building Plumbing Material 3:
Point-Of-Entry or Point-Of-Use Treatment Present?

Customer Service Line Size: 1" Customer Service Line Install Date: 08/10/06
Gooseneck Currently Present? Gooseneck Current Customer Service Line Material: Plastic

Service Line Previously Lead? Unknown Current Utility Service Line Material: Lead
Utility Service Line Size: 1" Utility Service Line Install Date: 08/03/06

Comments:



D. RELEVANT PROJECT EXPERIENCE

LEAD SERVICE LINE INVENTORY GIS SETUP

Building Type
SFR (Single Family Residence, e.g., caretaker cott.)

Point-Of-Entry Or Point-Of-Use Treatment Present?
Yes

Building Plumbing Material 1
Galvanized Iron/Steel

Building Plumbing Material 2
Galvanized Iron/Steel

Building Plumbing Material 3
Plastic

Building Plumbing Material Install Date
Mar 6, 2008 10:09 AM

Lead & Copper Rule (LCR) Standard Monitoring Plan (SMP) Site?

PROJECT OWNER
City of Herrin, Illinois

PROJECT LOCATION
Herrin, Illinois

REFERENCE
Tom Somers
City of Herrin, Illinois
Director of Public Works
(618) 942-3177
tsomers@cityofherrin.com

Herrin IL Lead Service Line Inspection Report

Site ID: Test

Location Identifier:
02-19-489-001

Address:
120 N 11TH ST

City: Herrin

State: IL

Zipcode: 62948



Building Type: SFR (Single Family Residence, e.g., caretaker cottage)

Building Plumbing Material Install Date: 3/6/2008

The City of Herrin, IL has retained Horner & Shifrin, Inc. (H&S) to provide a cloud-based mapping platform (H&S Skyview GIS) that will be utilized by the City to collect pertinent information pertaining to the EPA's requirements regarding the identification of lead service lines. After setup of collection system, the City will review current documents, as-builts, construction, etc., to identify areas to generate a map of service line material known and unknown areas. These unknown areas will then require the City to identify service line material types through property inspections.

A team inspectors will go door to door of unknown service lines to locate the water service line. The inspectors will record in our secure real-time H&S Skyview GIS platform via a tablet or smart phone the material, take a photo, and any other information while inside the household or business. The field teams have the ability to draw in the service line from house to meter, then from meter to main to show full connection.

Any household or business that is labeled unable to access or service line is unidentifiable, the City will then bring in a potholing team to a pothole on either side of the meter as needed, to capture the material, size, photo, etc., and then once all data is collected fill hole back in. If required and depending on accuracy requirements, a survey unit will be utilized during data collection to map meters, service lines, and water mains. The map will include all fields necessary and required by the EPA, as well as symbology to allow for easy analysis and identification.

At any time during collection and specifically at the end, the H&S Skyview GIS platform has the ability to run multiple reports (reports include individual property report, entire district report, and summary report). Reports will be either submitted to the EPA, or the EPA will be given access to the online mapping application for inventory and compliance verification.



DRINKING WATER SYSTEM REHABILITATION DWERG

PROJECT OWNER

City of Winona, Missouri

PROJECT LOCATION

Winona, Missouri

REFERENCE

Dino Romeo

City of Winona, Missouri

Mayor

(573) 325-4410

mayor@winonamo.org

The City of Winona, Missouri is the largest city within Shannon County, with a population of approximately 1,100. The City covers a little over 3.8 square miles of land and is located approximately 22-miles west of Van Buren and 23-miles east of Mountain View at the intersection of US Highway 19 and US Highway 60.

The water system serves approximately 450 residential and 75 commercial customers. The City produces on average 103,000 gallons-per-day of drinking water. The distribution system includes approximately 26-miles of various sized pipe ranging in size from $\frac{3}{4}$ " to 8" diameter. The composition of the existing water lines is varied and includes galvanized, cast-iron, and tough-tube piping, as well as a small amount of PVC. Water is sourced from four groundwater wells. The existing water storage consists of one 75,000-gallon elevated storage tank and three standpipes with storage capacities of 95,000-gallons, 43,000-gallons, and 38,000-gallons.

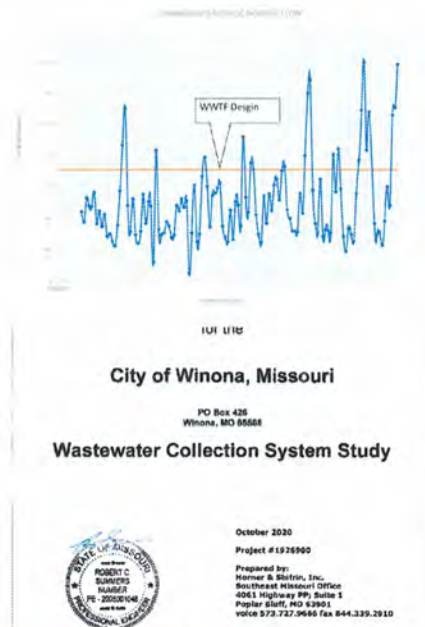
The City intends to apply for funding through the American Rescue Plan Act (ARPA).

Horner & Shifrin examined the condition of the existing facilities, evaluated various alternatives for system improvements and prepared a report describing the City's need for an additional water supply well, rehabilitation of existing well houses and water storage tanks, and distribution line improvements. The report was used to support an application for funding through the American Rescue Plan Act (ARPA).

Tasks completed by Horner & Shifrin included a physical inspection of the water facilities. Review of existing system documentation obtained via Missouri Department of Natural Resources (MDNR) Sunshine Law Requests, storage tank inspections completed by Pittsburg Tank & Tower Group, as well as from speaking directly with City representatives and the water system operator. An EPA Net water model of the system was also created and used to evaluate storage and distribution.

Subsequent to the report and ARPA application submittal, the City was awarded a \$5M grant, the maximum allowed under ARPA. Other sources such as USDA Rural Development (USDA-RD), Community Development Block Grant (CDBG) and the Missouri Department of Natural Resources State Revolving Fund (MDNR-SRF) will also be considered to supplement the ARPA Grant.

SCEAP GRANT



PROJECT OWNER
City of Winona, Missouri

PROJECT LOCATION
Winona, Missouri

REFERENCE
Dino Romeo
Winona, Missouri
Mayor
(573) 325-4410
mbrown@cityofwinonamo.com

Horner & Shifrin completed a wastewater collection and treatment system improvements study using a Missouri DNR SCEAP Grant. Infiltration and inflow was investigated through video inspection and smoke testing of the collection lines and visual inspection of the manholes and lift stations. The treatment plant was inspected to determine the necessary upgrades needed to allow it to continue operating. Preliminary reporting was completed in late 2020. The report was submitted to the Missouri Water and Wastewater Review Committee to fund the \$3.3 million dollar rehabilitation project. The study included O&M review, replacement schedule development, capital expenditure forecasting, and ultimately recommended new user rates.

WATER SYSTEM FACILITY PLAN & DESIGN



PROJECT OWNER
City of Van Buren, Missouri

PROJECT LOCATION
Van Buren, Missouri

REFERENCE
Mike Hoerner
City of Van Buren, Missouri
Mayor
(573) 323-4335
clerk@cityofvanburen.com

Horner & Shifrin developed a facility plan that reviewed Van Buren's drinking water system. The City's system was plagued by low pressure areas, well/wellhouse/controls located below local floodplain elevations, and in need of replacement linework in a variety of areas. The report recommended constructing approximately 3.5 miles of new water lines, new valves, new flush hydrants, two new groundwater source wells with well houses, a new 250,000 gallon elevated water storage tank, and a 70,500 gallon standpipe. The improvements were needed to provide better pressure and flow to the significant changes in relief across the town as well as an appropriate amount of water storage capacity. New water supply wells, complete with well houses and chlorination systems, are required to supply the proposed water storage tanks. With this arrangement, the City will have a back-up power source for its water supply source in an area that is not susceptible to flooding.

Detailed design is complete and construction is currently underway. The completion of the construction will provide the City with many years of drinking water supply, better control, and substantially improved hydraulics.



WATER FACILITY PLAN IMPLEMENTATION



PROJECT OWNER
City of Jackson, Missouri

PROJECT LOCATION
Jackson, Missouri

REFERENCE
Brad Noel
City of Jackson, Missouri
Water Utility Foreman
(573) 243-5595
bnoel@jacksonmo.org

Horner & Shifrin performed the design, bidding and construction phase services for water system improvements throughout the City as part of Phase 2 of a 9 year \$10 Million bond issue. The improvements included water main upsizing, well and water plant upgrades, and a new water tank evaluation. Details of each the Phase 2 six projects are as follows:

Project 2A – Bidding and construction phase services for 8,000 feet of 8-inch diameter water main at five locations throughout the City to replace aged and undersized 2-inch and 4-inch cast iron water mains. The mains were designed under Phase 1 of the bond issue but not constructed due to fund limitation in Phase 1.

Project 2B – Design of 5,400 feet of 8-inch diameter water main upgrades at two locations along Old Cape Road; along E. Main, S. Maryland, Bellevue, E. Washington, and N. Neal Streets; and abandonment of an old water booster station. In addition, upgrades at the City's wells which included structural improvements to Well 2, electrical improvements to Wells 3 through 7, and process and overall building code improvements to Well 6 including isolation of the fluoride equipment into its own room. Bidding and construction administration service of 1,900 feet of water main improvements along Old Cape Road and the well improvements.

Project 2C – Bidding and construction phase services for the 3,500 feet of water main along E. Main, S. Maryland, Bellevue, E. Washington, and N. Neal Streets; and design improvements to Williams Creek at the Old Cape Road bridge crossing. The crossing improvement included repairs to a 6-inch water main and 8-inch sanitary sewer exposed in the creek bottom, creek bottom re-establishment and bank stabilization.

Phase 2D – Design, bidding, and construction phase services for improvements to the City's Water Treatment Plants. Plant No. 1 included installation of a 3rd high service pump, piping and control additions. Plant No. 2 included electrical, HVAC, plumbing, architectural, and door access improvements; abandonment of the filters and repurpose of the area for storage; and addition of a new fluosilicic acid feed room.

Phase 2E - Design, bidding, and construction phase services for approximately 8,000 feet of new 10-inch diameter water main along E. Jackson Boulevard to replace poorly installed existing 10-inch main that is constantly leaking. In additions, 750 feet of new 8-inch main along S. High Street was designed to replace aged and undersized 4-inch cast iron water main.

Phase 2F - Preparation of a Design Basis Memorandum (DBM) for the new elevated water storage tower at Ridge Road. The DBM included a geophysical evaluation of the subsurface to determine best location for the tank at the old City landfill site, identification of any karst topography, and determination of site class for construction; confirmation of tank size; determine FAA requirements; electrical and tank controls for tank operation; preparation of life cycle cost analysis for different tank types; and review mixing options and identify tank appurtenances.

WATER SYSTEM FACILITY PLAN

**PROJECT OWNER**

City of Cape Girardeau, Missouri

PROJECT LOCATION

Cape Girardeau, Missouri

REFERENCE

Casey Brunke
City of Cape Girardeau, Missouri
Assistant Director of Public Works
(573) 339-6351
cbrunke@cityofcapegirardeau.org

Horner & Shifrin completed a facility plan for the City of Cape Girardeau water system in early 2012. The system serves a population of 38,000 with 17,000 service connections. Cape Girardeau's water system consists of two water treatment plants supplied by an alluvial well field, eleven distribution pressure zones, eight booster stations, two elevated storage tanks, four ground storage tanks and 300 miles of water main.

The planning effort also included a financial analysis of the system to ensure its long-term sustainability. Elements of the financial study included:

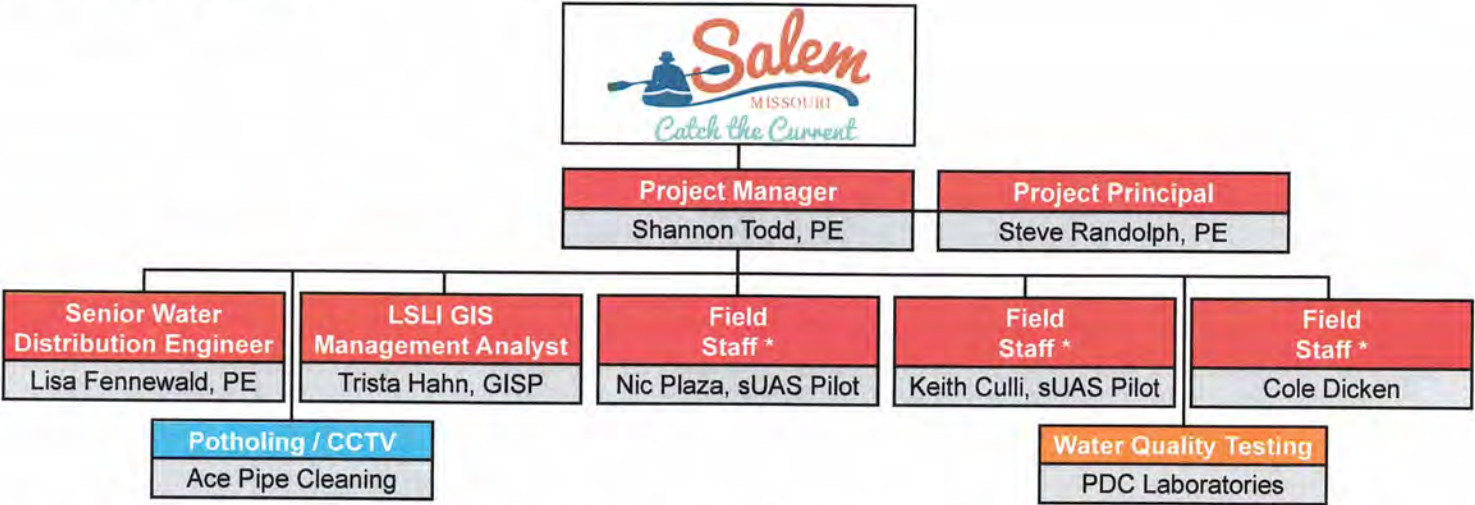
- Evaluation of population trends and their effect on usage.
- Evaluation of trends in water conservation and their impact on revenue.
- Development of future demand and future distribution models to determine water storage needs and locations.
- Cost of service analysis and development of capital improvement needs.
- Review of existing rate structure and recommendations for user cost increases.
- Assessment of other funding options to sustain system operations and capital needs.

Highlights of the facility plan include:

- Evaluation of system demands and water quality. A review of rules and regulations and their impact on existing and future facilities.
- Water treatment plant, supply and distribution system capacity and capability.
- Recommended improvements for the water treatment plant were developed.
- An assessment of distribution system storage tanks was completed and recommendations made for improvements.
- The alluvial well supply was evaluated and rehabilitation recommendations formulated.
- Recommended consolidation of the existing eleven pressure zones down to five pressure zones.
- An evaluation of plant residuals and the recommendation of an equalization basin to lower the pH and chlorine levels to continue discharging of the residuals to the Mississippi River while still maintaining regulatory compliance.
- Development of a hydraulic model of the City's distribution system.
- Development of future demand and future distribution model. Future water storage needs and locations were determined.
- A capacity expansion plan and a distribution system expansion plan.



E. PROJECT TEAM
ORGANIZATIONAL CHART



* Note: Horner & Shifrin has a deep bench of field staff, including additional GIS Specialists, Surveyors and Survey Technicians, who are available should the need for multiple teams arise.

CAPACITY & CAPABILITY

The H&S team has the capacity to complete your project. With more than 50 full-time local licensed Professional Engineers and a total staff of more than 130 individuals, we have the flexibility to assign experts appropriately suited to the needs of your project. Our staff are accustomed to the delivery of interdisciplinary projects and will work together across individual specialties to deliver projects on time and within budget.

Our team is prepared to commit the personnel necessary to begin project immediately upon Notice to Proceed. As a truly local team, our staff are conveniently located in Poplar Bluff and St. Louis to serve you and can be on-site at a moment's notice should the need arise. We are committed to the meeting completion schedules set forth for evaluation and delivery of the lead service line inventory as outlined in the RFP.

HORNER & SHIFRIN 144 EMPLOYEE OWNERS	
26	Transportation Engineers
3	Environmental Scientists
8	Civil/Site Engineers
23	Water/Wastewater/Stormwater Engineers
12	Structural Engineers
9	Mechanical/Electrical/Plumbing Engineers
12	Designers/CADD Technicians
14	Construction Services Specialists
7	GIS Specialists
8	Surveyors/Survey Technicians
22	Administrative Staff

**SHANNON TODD, PE****Project Manager
Water**

Shannon Todd has more than 24 years of experience in environmental, civil and geotechnical engineering projects. His responsibilities have included the development of cost estimates, engineering reports, technical specifications and drawings; project management; and presenting continuing education courses. He is a Registered Geologist, in addition to being a Registered Professional Engineer.

Wastewater Improvements | City of Holcomb, Missouri

Project Engineer for wastewater improvements for the City of Holcomb, MO. This included video inspection of the existing gravity system as well as the creation of a cloud-based GIS mapping program. The town was facing enforcement issues from Missouri Department of Natural Resources for non-conformance with wastewater discharge standards. The town's existing facultative treatment lagoon will no longer meet ammonia discharge limits. In addition, one of the town's existing lift stations is in need of upgrading and rehabilitation.

Horner & Shiffrin is providing a design to convert the existing treatment lagoon into a holding cell for use with a new wastewater land application system. A new decant lift station will be constructed at the former lagoon site which is designed to draw water at varying levels. The decant lift station will discharge to a proposed sprinkler system which will be installed on nearby land for land application.

The completed project will provide Holcomb with a wastewater treatment solution utilizing a technology that is preferred by Missouri Department of Natural Resources with a significantly reduced compliance burden due to the elimination of discharge through the use of land application.

Water System Design | City of Van Buren, Missouri

Project Engineer for the development of improvements to the City's drinking water system. The City's system was plagued by low pressure areas, well/wellhouse/controls located below local floodplain elevations, and in need of replacement linework in a variety of areas. Recommendations included constructing approximately 3.5 miles of new water lines, new valves, new flush hydrants, two new groundwater source wells with well houses, a new 250,000 gallon elevated water storage tank, and a 70,500 gallon standpipe. The improvements were needed to provide better pressure and flow to the significant changes in relief across the town as well as an appropriate amount of water storage capacity. New water supply wells, complete with well houses and chlorination systems, are required to supply the proposed water storage tanks. With this arrangement, the City will have a back-up power source for its water supply source in an area that is not susceptible to flooding.

Water System Facility Plan | City of Van Buren, Missouri

Project Manager for a facility plan that reviewed Van Buren's drinking water system. The City's system was plagued by low pressure areas, well/wellhouse/controls located below local floodplain elevations, and in need of replacement linework in a variety of areas. The report recommended constructing approximately 3.5 miles of new water lines, new valves, new flush hydrants, two new groundwater source wells, a new 250,000 gallon elevated water storage tank, and a 60,000 gallon standpipe. The improvements were needed to provide better pressure and flow to the significant changes in relief across the town as well as an appropriate amount of water storage capacity. New water supply wells, complete with well houses and chlorination systems, are required to supply the proposed water storage tanks. With this arrangement, the City will have a back-up power source for its water supply source in an area that is not susceptible to flooding.

Melton Storage Tank | Butler County PWSD #1

Project Manager for a new 300,000 gallon elevated water storage tank at an existing well site (Melton Drive). Project included preparation of design drawings and specifications, hydraulics, submittal and approval through MDNR, bid letting, contract negotiation, and construction observation.

Wastewater Improvements | City of Arbyrd, Missouri

Project Engineer for design to convert the existing treatment lagoon into a holding cell for use with a new wastewater land application system. A new decant lift station was constructed at the former lagoon site which was designed to draw water at varying levels. An existing center-pivot irrigation system will be converted to a wastewater land application system to which the decant lift station will discharge.

EDUCATION

BS, Geological Engineering,
University of Missouri - Rolla,
1999

REGISTRATION

Professional Engineer,
Missouri, Arkansas



STEVE RANDOLPH, PE, CPESC, CFM

Assoc. VP, Regional Manager
Water

Steve Randolph has experience managing multi-disciplinary engineering projects in the realm of water resources over his twenty-year career. He has worked on all aspects of these projects from field investigations and alternative assessments to design and construction. He is skilled in the use of several hydraulic and hydrologic computer simulations such as EPA-SWMM, HEC-RAS, and HYDRA and has extensive experience in water distribution system modeling including InfoWater and EPANET.

Drinking Water System Rehabilitation DWERG | City of Winona, Missouri

Project Manager for a condition assessment of the existing facilities, evaluation of various alternatives for system improvements and preparation of a report describing the City's need for an additional water supply well, rehabilitation of existing well houses and water storage tanks, and distribution line improvements. The report was used to support an application for funding through the American Rescue Plan Act (ARPA).

Tasks completed by Horner & Shifrin included a physical inspection of the water facilities and review of existing system documentation. In addition, an EPA Net water model of the system was also created and used to evaluate storage and distribution.

Water Main Replacement Design | City of Park Ridge, Illinois

Project Manager for replacement of an aging, existing 6-inch water main on South Hamlin Avenue with a new 8-inch water main. The project runs for a distance of approximately 1,500 feet from Albion Avenue to West Talcott Road. In addition to the new cast iron water main, new tapping valves will be installed on both ends of the new main at Albion Avenue and W. Talcott Road with a third gate valve installed near the intersection at Gillick Street. Many of the residents along the reach will also receive new curb boxes that will move them out of their driveways and into the adjacent tree lawn.

Water Main Evaluation | City of Jackson, Missouri

Project Engineer for evaluation of the City's hydraulic water model, originally developed by H&S, using the Innovyze software. MODOT is replacing the East Jackson Blvd/Interstate 55 intersection that will require a section of the 10-inch water main that crosses East Jackson Boulevard to be relocated. The model evaluation determined if the water main can be valved off during the construction without affecting the fire flow capacity of the system on the south side of East Jackson Blvd. or if the main must be relocated and remain in service during construction. The evaluation concluded that fire flow were significantly affected by valving off of the main, therefore additional evaluation was performed to determine the most cost effective relocation route to deliver the desired fire flow needed on the south side of East Jackson Blvd. In addition, after the main relocation was designed it contained multiple vertical and horizontal bends to meet the MODOT permit requirements. Due to City concerns, the new design was further evaluated in the model, resulting in very little effect on the pressure and flow in the new pipe.

Water System Master Plan and Hydraulic Model Update | PWSD No. 2 of St. Charles County

Senior Hydraulic Modeler / QA/QC for the preparation of a Water System Master Plan for the largest water district in the State of Missouri serving a population of 100,000 people and over 400 square miles, which contains 10 different water systems, the Main Water Systems and nine small remote systems. The Main Water System consists of 5 wells, 14 storage tanks, 9 booster stations, and 11 pressure zones. The project evaluated the existing water system and the 15-year growth rate projects to identify system deficiencies for current and future growth and identified Capital Improvement Projects to eliminate the deficiencies and supply the future growth areas. These improvements were identified and evaluated through the use of the GIS-based water system hydraulic model software InfoWater.

Water Distribution System Improvements | Southeast Missouri State University

Project Engineer for the hydraulic evaluation of a portion of the City of Cape Girardeau's water system that supplies water to the College Campus. The project included evaluation of campus meter records and distribution of demand throughout the campus, model development, existing condition determination, and improvements to the campus water system. These improvement evaluations included moving the entire campus into a higher pressure zone, booster station replacement, new elevated tank, and upgrades to the private campus water mains.

EDUCATION

MBA, Finance, Webster University, 2002

BS, Civil Engineering, Washington University, 1995

REGISTRATION

Professional Engineer: Illinois, Missouri, Wisconsin, Arkansas, Louisiana, Pennsylvania

Certified Professional in Erosion and Sediment Control

Certified Floodplain Manager

Lake County Designated Erosion Control Inspector (DECI)

PROFESSIONAL ACTIVITIES

American Council of Engineering Companies (ACEC)

American Society of Civil Engineers (ASCE)

Illinois Association for Floodplain and Stormwater Management (IAFSM)

American Public Works Association (APWA) Chicago Metro Chapter

Illinois Water Environment Association (IWEA)



LISA FENNEWALD, PE
Senior Project Manager
Water

Lisa Fennewald is a civil engineer with Project Management/ Project Engineer experience in sanitary, water and environmental projects. Typical projects have included water system design and evaluation including water system modeling, distribution piping, booster pump stations, elevated and ground storage tanks. Sanitary projects have included sanitary sewers, sanitary pumping stations, combined sewer consolidation and rehabilitation. She is conversant in the use of numerous computer applications, including H2ONet, Surge 2000, PIPEFLO, and Microsoft Project.

Water System Design | City of Van Buren, Missouri

Project Manager for the development of improvements to the City's drinking water system. The City's system was plagued by low pressure areas, well/wellhouse/controls located below local floodplain elevations, and in need of replacement linework in a variety of areas. Recommendations included constructing approximately 3.5 miles of new water lines, new valves, new flush hydrants, two new groundwater source wells with well houses, a new 250,000 gallon elevated water storage tank, and a 70,500 gallon standpipe. The improvements were needed to provide better pressure and flow to the significant changes in relief across the town as well as an appropriate amount of water storage capacity. New water supply wells, complete with well houses and chlorination systems, are required to supply the proposed water storage tanks. With this arrangement, the City will have a back-up power source for its water supply source in an area that is not susceptible to flooding.

Water Facility Plan Implementation | City of Jackson, Missouri

Project Manager for the design, bidding, and construction phase services for Phase 2 of a 9 year \$10M bond issue. Projects included approximately 13,400 feet of 8-inch diameter water main throughout the City to replace aged and undersized 2-inch and 4-inch water main, 8,000 feet of 10-inch main with constant leaks due to poor past construction methods, repairs to six aging City supply well facilities, and improvements to the City's Water Treatment Plants No. 1 and No. 2. In addition, a Design Basis Memorandum was prepared for a new elevated water tower. The project included six phases over three years, six separate construction bid packages, preparation of detailed plan and specifications, easement preparation, utility coordination, permits, and as-built preparation.

Water System Improvements | Wayne County PWSD #3

Project Manager for the completion of a Preliminary Engineering Report for the Water District. The report evaluated the entire water system, which included a hydraulic model evaluation of the piping distribution system. The recommendations included the construction of a new well and 75,000 gallon ground storage tank so the District is not relying on other Districts for their water supply. In addition, the entire water system including over 60,000 feet of main was recommended to be replaced along with the replacement of a booster station that has experienced numerous pump failures.

Water System ARPA Engineering Report | Village of Mill Spring, Missouri

Project Manager for the completion of a Preliminary Engineering Report for the public water system. The report evaluated conditions and operations of the entire water system which included the supply well and tank, and a hydraulic model evaluation of the piping distribution system. The recommendations included the replacement of approximately 3 miles of existing main, rehabilitation of the existing well and ground storage tank, and a new well and 50,000 gallon ground storage tank to great a redundant supply and provide for future development.

Forest Acres Water Main Rehabilitation | City of Jackson, Missouri

Project Manager for the investigation to determine the cause of red water in 8,500 feet of ex. 4-inch cast iron water main, and options for replacement and rehabilitation of the main; and design to rehabilitate the main through a sole-sourced rehabilitation contractor and negotiated price due to the limited number of contractors available to perform this work. Services included the preparation of contract documents, negotiation with the lining company, detailed coordination of Contractor and Owner, and construction phase services.

EDUCATION

BS, Civil Engineering,
 University of Missouri - Rolla,
 1993

REGISTRATION

Professional Engineer,
 Missouri, Illinois

**PROFESSIONAL
 ACTIVITIES**

American Society of Civil
 Engineers (ASCE)

**TRISTA HAHN, GISP****Senior GIS Analyst
Geomatics**

Trista Hahn has more than 11 years of experience in developing GIS applications for infrastructure planning, engineering alternatives analysis, data analytics and mapping. Trista specializes in the development and implementation of large-scale enterprise databases and web mapping applications, with a strong focus on data collection and spatial analysis. She has been responsible for the development and deployment of GIS systems for managing and collecting data to support efforts such as sanitary sewer evaluation studies (SSES), infiltration and inflow (I&I) analysis, flow metering analysis, advanced metering infrastructure (AMI) deployment, and preparation of automated reports and tolls for asset management and maintenance.

GIS Hosting Services | City of Grafton, Illinois

GIS Analyst for developing and implementing a comprehensive Geographic Information System (GIS) with a focus on the management of their Stormwater Systems, Zoning, Wards, Real Estate, Tourism, Parks, Events, and the other assets as required. This project utilized our web-based Skyview GIS platform which allow City staff to view and make edits real-time out in the field and/or back in the office.

Our Skyview GIS platform will integrate with Jersey County parcels, roads, and other feature classes available from the County. This will allow staff and residents access to the City and County data from a single source, instead of multiple sites to view data from. The Skyview GIS platform can be accessed from any internet connected device including desktops, laptops, tablets or smartphones, regardless of operating systems. This allows the client real-time access to all maps, data, agreements, pictures, videos, etc. from the office to the field and their data is literally at the touch of a button.

GIS Web-Based Hosting & Asset Inventory | City of Cassville, Missouri

GIS Analyst to provide a GIS solution allowing the staff to have real-time access to asset map data which would be easy to deploy and cost effective. Horner & Shifrin's GIS staff collected digital data from City of Cassville, MO and other GIS sources (FEMA) to construct a base map of existing assets. Using the Internet as a backbone, Horner & Shifrin deployed web-based GIS services to connect in-house City of Cassville, MO staff with additional field personnel without the need to order additional software or hardware.

GIS Hosting Services | Desoto County Florida BOCC

Project Manager for County GIS data including, but not limited to parcels, zoning, code enforcement, animal services, land use and other feature classes, along with integration with Energov.

GIS Hosting and Mods | City of Herrin, Illinois

GIS Analyst to provide our Skyview GIS platform for maintaining assets and boundaries for zoning, water, sanitary sewer, and cemetery burials and City Management Software (CMS) system in order to assist them in being able to track and maintain records of work orders, animal control, permits, scheduling of residential inspections, and code violations. The Herrin Skyview CMS system allows them to be able to keep track of all of these records electronically for easy data retrieval as well as the ability to create, modify and print out forms on the fly. This system makes it easier for the city workers to track the work completed and spend less time looking up files manually or modifying files to fit the clients needs.

Municipal Utility GIS Hosting | City of Poplar Bluff, Missouri

GIS Analyst for developing and implementing a comprehensive Geographic Information System (GIS) with a focus on the management of Utilities (water, sewer, and electric). This project will utilize web-based GIS services which will allow their staff to make edits real-time out in the field and back in the office. Horner & Shifrin's GIS staff collected digital data in the form of CAD drawings from City of Poplar Bluff Utilities to construct a base map of existing assets. Using the Internet as a backbone, Horner & Shifrin deployed web-based GIS services to connect City of Poplar Bluff Utilities personnel without the need to order additional software or hardware.

EDUCATION

MS, Geographic Information Systems, Arizona State University, 2012

BS, Urban Planning, Arizona State University, 2011

REGISTRATION

Certified Geographic Information Systems Professional

PROFESSIONAL ACTIVITIES

American Planning Association (APA)

Urban and Regional Information Systems Association (URISA)

St. Louis GIS Users Group



NIC PLAZA, sUAS PILOT

GIS Technician
Geomatics

Nic Plaza is a graduate of Illinois State University, with a B.S. in Geography, Certificate in OSHA Outreach Training, and experience in GIS through his undergraduate education and internship with the McLean County Department of Building and Zoning. As a GIS Analyst for Horner & Shifrin, Nic is responsible for assisting in the assessments of utility systems such as water, storm, and sanitary sewer systems through the use of GIS software such as ArcGIS Pro and pipeline assessment tools. Nic is a NASSCO Certified sewer inspector and proficient in the inspection and condition assessment of sewer systems.

Drinking Water Engineering Report Grant | City of Winona, Missouri

GIS Technician for a condition assessment of the existing facilities, evaluation of various alternatives for system improvements and preparation of a report describing the City's need for an additional water supply well, rehabilitation of existing well houses and water storage tanks, and distribution line improvements. The report was used to support an application for funding through the American Rescue Plan Act (ARPA).

Tasks completed by Horner & Shifrin included a physical inspection of the water facilities and review of existing system documentation. In addition, an EPA Net water model of the system was also created and used to evaluate storage and distribution.

GIS Hosting | City of Seymour, Missouri

GIS Analyst for a GIS solution of existing and future city assets. Using the Internet as a backbone, H&S deployed our Skyview GIS platform to connect all City staff to a real-time centralized geodatabase without need to order additional software or hardware. Other GIS data resources (FEMA, Imagery, etc.) are accessible through the Skyview GIS Platform to enhance the City's capabilities to outside resources in a single pane of glass. Utilizing desktop computers, tablets, and smartphones the City of Seymour can view, edit, collect and verify data in the office or out in the field on all asset types such as parcels, zoning, sewer system, water system, electric utilities, and other data. Standard forms and drop down menus ensured data integrity by providing preset values. Attached documents, photos and videos are also viewable through the Skyview GIS platform in real-time. City of Seymour staff no longer have to rely on a single person for GIS data or maps as each staff member has access to query, filter and search data along with capabilities to measure or print maps.

I&I Investigation and Reduction | City of Blytheville, Arkansas

GIS Analyst for an extensive smoke testing of the entire sanitary sewer system including I&I investigation involving structure inspection, condition assessment, and video inspection of selected portions of the system. In addition, GIS asset collection and website deployment were included in the scope of work. H&S developed a secure web-based GIS application and database of system attributes (location, sizes, physical condition, etc.) and performed data migration of existing sewer system drawing files into the GIS system. We conducted survey-grade GPS survey of 200+ structures including manholes, pump stations, air release valves, and valve vaults. Survey data was integrated into the GIS to create a District wide sewer map and integrated with online aerial data. We conducted approximately 200+ detailed manhole inspections utilizing NASSCO standards to collect physical dimensions, structural conditions, and sources of possible I/I. Mobile devices linked to the web-based GIS were used to collect all data, inspection notes, and photographs in real-time providing up to the minute data and status of structures. Utilization of real-time data allowed for additional coordination with PMI and City staff to coordinate additional efforts in the event of extreme I&I situations. We conducted smoke testing on over 500,000 linear feet of gravity sewer lines. Public and private defects and possible I/I locations were documented and entered into the GIS database system. Mobile devices linked to the web-based GIS were used to collect location, data, and photographs of defects in real-time. Specific sewer reaches were identified, a sub-consultant CCTV crew gathered additional detail from visual pipe inspections and the CCTV inspection video and PDF reports were added to the web-based GIS to provide direct access for PMI and the City staff to the data.

Municipal Utility GIS Hosting | City of Poplar Bluff, Missouri

GIS Analyst for developing and implementing a comprehensive Geographic Information System (GIS) with a focus on the management of Utilities (water, sewer, and electric). This project will utilize web-based GIS services which will allow their staff to make edits real-time out in the field and back in the office.

EDUCATION

BS, Geography, Illinois State University, 2020

AFA, Lincoln Land Community College, 2017

REGISTRATION

FAA (Part 107) Small Unmanned Aircraft Pilot

ADDITIONAL TRAINING

National Association of Sewer Service Companies (NASSCO) Certified: Pipelines, Manholes & Laterals (PACP/MACP/LACP)



KEITH CULLI, SUAS PILOT

GIS Technician
Geomatics

Keith Culli has more than 5 years of experience in surveying and GIS, including a focused history of monitoring and mapping mine subsidence throughout the state of Illinois. Keith is experienced in mapping, collection, condition assessment, and maintenance of GIS assets and systems including roadway improvements, water, storm, and sanitary sewer systems. As a GIS analyst, Keith is responsible for multiple-tier database application development, following the firm's and clients GIS standards and custom GIS technology integration. Keith is a Certified Survey Technician Level 1 and has his Certificate in OSHA Outreach Training. Keith is a NASSCO Certified sewer inspector and proficient in the inspection and condition assessment of sewer systems.

GIS Hosting | City of Seymour, Missouri

GIS Analyst for a GIS solution of existing and future city assets. Using the Internet as a backbone, H&S deployed our Skyview GIS platform to connect all City staff to a real-time centralized geodatabase without need to order additional software or hardware. Other GIS data resources (FEMA, Imagery, etc.) are accessible through the Skyview GIS Platform to enhance the City's capabilities to outside resources in a single pane of glass. Utilizing desktop computers, tablets, and smartphones the City of Seymour can view, edit, collect and verify data in the office or out in the field on all asset types such as parcels, zoning, sewer system, water system, electric utilities, and other data. Standard forms and drop down menus ensured data integrity by providing preset values. Attached documents, photos and videos are also viewable through the Skyview GIS platform in real-time. City of Seymour staff no longer have to rely on a single person for GIS data or maps as each staff member has access to query, filter and search data along with capabilities to measure or print maps.

I&I Investigation and Reduction | City of Blytheville, Arkansas

GIS Analyst for an extensive smoke testing of the entire sanitary sewer system including I&I investigation involving structure inspection, condition assessment, and video inspection of selected portions of the system. In addition, GIS asset collection and website deployment were included in the scope of work. H&S developed a secure web-based GIS application and database of system attributes (location, sizes, physical condition, etc.) and performed data migration of existing sewer system drawing files into the GIS system. We conducted survey-grade GPS survey of 200+ structures including manholes, pump stations, air release valves, and valve vaults. Survey data was integrated into the GIS to create a District wide sewer map and integrated with online aerial data. We conducted approximately 200+ detailed manhole inspections utilizing NASSCO standards to collect physical dimensions, structural conditions, and sources of possible I/I. Mobile devices linked to the web-based GIS were used to collect all data, inspection notes, and photographs in real-time providing up to the minute data and status of structures. Utilization of real-time data allowed for additional coordination with PMI and City staff to coordinate additional efforts in the event of extreme I&I situations. We conducted smoke testing on over 500,000 linear feet of gravity sewer lines. Public and private defects and possible I/I locations were documented and entered into the GIS database system. Mobile devices linked to the web-based GIS were used to collect location, data, and photographs of defects in real-time. Specific sewer reaches were identified, a sub-consultant CCTV crew gathered additional detail from visual pipe inspections and the CCTV inspection video and PDF reports were added to the web-based GIS to provide direct access for PMI and the City staff to the data.

GIS Hosting Services | Rock Creek Public Sewer District

GIS Analyst for GPS field survey, GIS database development, and GIS web-based mapping development for the mapping and I/I investigation for a district-wide flow monitoring and evaluation program.

Municipal Utility GIS Hosting | City of Poplar Bluff, Missouri

GIS Analyst for developing and implementing a comprehensive Geographic Information System (GIS) with a focus on the management of Utilities (water, sewer, and electric). This project will utilize web-based GIS services which will allow their staff to make edits real-time out in the field and back in the office. Horner & Shifrin's GIS staff collected digital data in the form of CAD drawings from City of Poplar Bluff Utilities to construct a base map of existing assets. Using the Internet as a backbone, Horner & Shifrin deployed web-based GIS services to connect City of Poplar Bluff Utilities personnel without the need to order additional software or hardware.

EDUCATION

BS, Geography, Southern Illinois University Edwardsville, 2022 (Anticipated)

AS, Southwestern Illinois College, 2012

REGISTRATION

FAA (Part 107) Small Unmanned Aircraft Pilot

ADDITIONAL TRAINING

National Society of Professional Surveyors (NSPS)
Certified Survey Technician - Level 1

National Association of Sewer Service Companies (NASSCO)
Certified: Pipelines, Manholes & Laterals (PACP/MACP/LACP)



COLE DICKEN
CADD Technician
Water

Cole Dicken is a CADD Technician with three years of experience in the A/E/C industry, specializing in drinking water, wastewater and stormwater systems.

Water System Facility Plan | City of Van Buren, Missouri

Technician for a facility plan that reviewed Van Buren's drinking water system. The City's system was plagued by low pressure areas, well/wellhouse/controls located below local floodplain elevations, and in need of replacement linework in a variety of areas. The report recommended constructing approximately 3.5 miles of new water lines, new valves, new flush hydrants, two new groundwater source wells, a new 250,000 gallon elevated water storage tank, and a 60,000 gallon standpipe. The improvements were needed to provide better pressure and flow to the significant changes in relief across the town as well as an appropriate amount of water storage capacity. New water supply wells, complete with well houses and chlorination systems, are required to supply the proposed water storage tanks. With this arrangement, the City will have a back-up power source for its water supply source in an area that is not susceptible to flooding.

Drinking Water Engineering Report Grant | Cape Girardeau County PWSD #2

Technician for the completion of a Preliminary Engineering Report for the District's drinking water system. The report evaluated conditions and operations of the entire water system which included the District's supply wells and tanks, and a hydraulic model evaluation of the piping distribution system. The recommendations included the replacement of approximately 5.7 miles of existing main, 500 feet of new main, new valves, and one new water supply well, ground storage tank, and booster station to supply water to the growing community. In addition, existing well and storage tank improvement were recommended to extend the life of the facilities; including security fencing, backup power, and tank painting and repairs.

Water Treatment Plant Design-Build | Butler County PWSD #3

Technician for design of a new drinking water treatment plant with iron and manganese removal to replace the Water Districts existing plant, which is over 50-years old. The project is design-build. H&S is writing a Design Basis Memorandum which will be used by the manufacturer to create plans and specifications for a prefabricated 155,000 gallon per day water plant. H&S will also design the building foundation, yard piping, backup generator power, and the rehabilitation of the two existing wells. The plant will include pre-chlorination followed by pressure filtration for the removal of iron and manganese. The design also includes gas chlorination for disinfection and fluoridation using hydrofluorosilicic acid. H&S will also provide bidding and construction inspection services to the owner.

Water System Design | City of Van Buren, Missouri

Technician for the development of improvements to the City's drinking water system. The City's system was plagued by low pressure areas, well/wellhouse/controls located below local floodplain elevations, and in need of replacement linework in a variety of areas. Recommendations included constructing approximately 3.5 miles of new water lines, new valves, new flush hydrants, two new groundwater source wells with well houses, a new 250,000 gallon elevated water storage tank, and a 70,500 gallon standpipe. The improvements were needed to provide better pressure and flow to the significant changes in relief across the town as well as an appropriate amount of water storage capacity. New water supply wells, complete with well houses and chlorination systems, are required to supply the proposed water storage tanks. With this arrangement, the City will have a back-up power source for its water supply source in an area that is not susceptible to flooding.

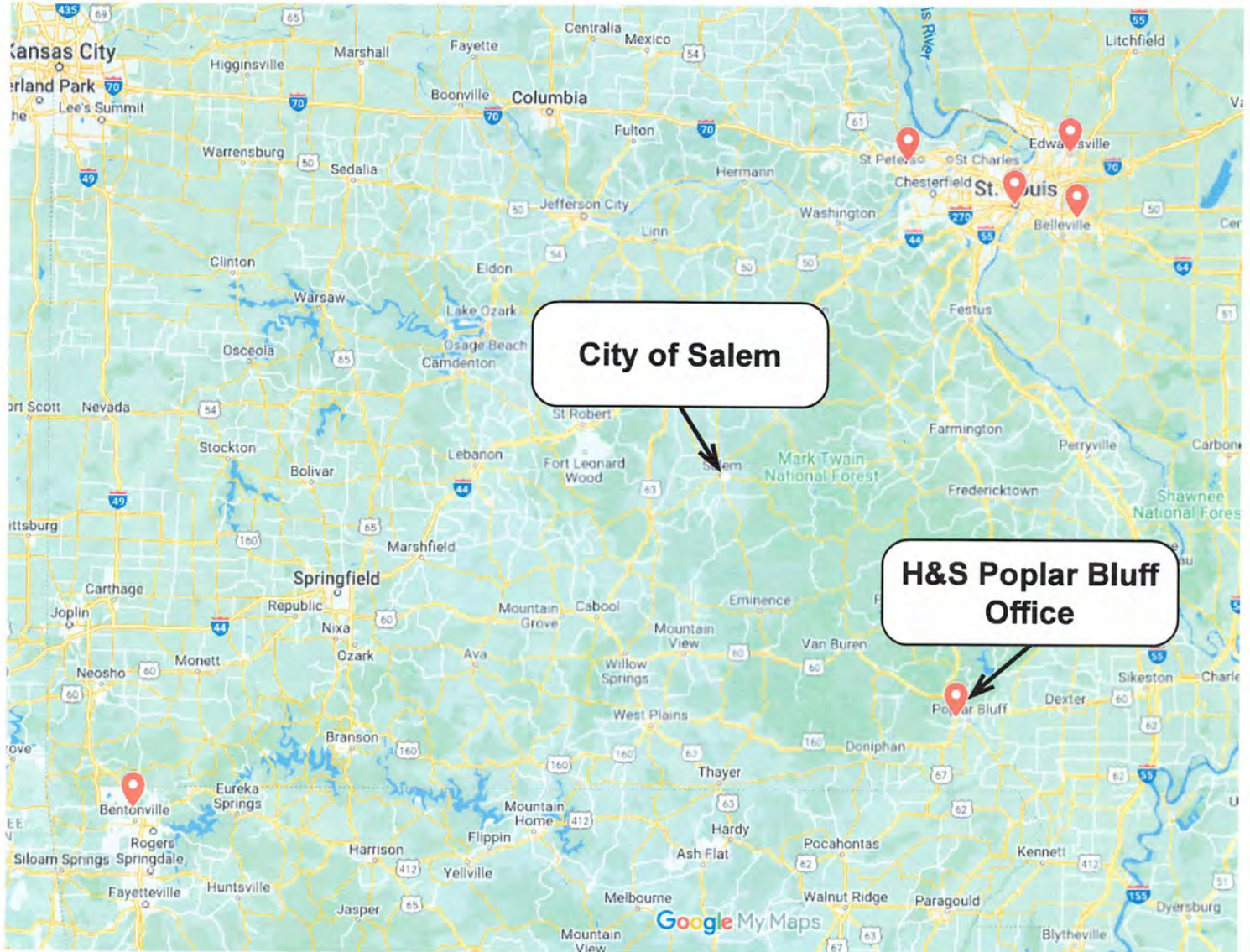
I&I Reduction and Wastewater Treatment Facility Rehabilitation | City of Hayti, Missouri

Technician for a City-wide wastewater I&I reduction and wastewater treatment facility rehabilitation project. Hayti's system, composed of over 130,000' of sanitary sewer collection lines is at least 90% clay vitrified pipe and almost entirely brick manholes. The system's I&I is so severe that the town's lift stations can run for weeks during the wet season. The City has seventeen lift stations of which 15 are in need over major overhaul. The City's aerated lagoon equipment has largely failed and must be replaced to meet the increasingly stringent WWTF effluent limits set by Missouri's Department of Natural Resources.

F. PROXIMITY & FAMILIARITY

This project will be managed from Horner & Shifrin's Poplar Bluff office, which is located about one hour from the City. Our Poplar Bluff team is supported by a team of water experts located at our headquarters in St. Louis. The map below outlines our office locations in proximity to the City of Salem.

Horner & Shifrin has performed projects across southeast Missouri, including projects within Shannon County and Texas Counties. This makes H&S most qualified to perform a lead service line inventory for the City.



G. PROPOSED FEE

COST SUMMARY FOR PROJECT EXECUTION

Our cost of services is an estimate based on assumptions and level of detailed anticipated. Based on an estimate of 2,246 residential and commercial properties that require a site visit. Below are our rates for completing the Lead Service Line Inventory with an estimate of 100% site visit for collection or worst-case scenario. Depending on how many properties were built after the date of lead installation ban, cost would decrease per quantity. Potholing will be determined based on unknowns after initial site visit.

Task	Unit Cost	Unit	Quantity	Estimated Cost Total
PM, Meetings, Research Documents, Analysis Review	Varies on Personnel	Hourly	1	\$10,000
Annual Skyview GIS Hosting Platform (A)	\$5,000	Annually	1	\$5,000
LSLI Custom GIS Addition to Skyview GIS Platform (B)	\$15,000	Each	1	\$112,300
Water Quality Sample Collection	\$50.00	Each	2,246	\$15,000
Water Quality Sample Testing/Results (C)	\$31.60	Each	2,246	\$70,974
Door Tagging	\$2.50	Each	2,246	\$5,615
Inside Inspection of Premise	\$130.00	Each	2,246	\$291,980
Mobilization initial collection (mileage, hotel, per diem) Expected to use one Poplar Bluff and one St. Louis staff member	\$450	Days	112	\$50,400
Estimated Total (does not include potholing and potholing mobilization, fees below) (D)				\$ 561,269

- A. Standard Annual Skyview GIS Hosting - Our standard annual hosting fee comes with unlimited seats, storage, training, support with ability to make edits, print, query, search, etc. Any digital updates, modifications, or edits made by H&S, are provide under a separate hourly rate.
- B. Standard LSLI Custom Programming Addition - This package allows the City or consultant to perform an inventory of properties service line materials. The City staff or consultant will be able to identify if the lead service line is on the customer side, as well as the City side. In addition, the City will have the capability to perform inventory of their existing water features (water mains, valves, meters, etc.), as well as their service lines. A detailed report will be included per property and created on the fly during the inventory process. Also, secure map access will be provided to any for compliance if desired, as well as a full GIS data export. If required, H&S can perform review of documents, collections, and submit reports to the City.
 - a. Online or offline mapping platform
 - b. Desktop and mobile data collection
 - c. Inventory on the parcel and service line level
 - d. Water feature inventory (water mains, valves, meters, etc.)
 - e. Service line inventory
 - f. Detailed reports per property
- C. Water Quality Sampling – Estimated 2,246 Residential/Commercial. Samples collected by H&S team and sent to PDC Laboratories - PDC analysis and report for \$31.60 per sample.
- D. Potholing – Ace Pipe to perform potholing as needed and second team for visual site inspection and water sample collection.
- E. CCTV work is not expected on this inventory due to size of service lines, nor included in the fees, unless request specifically by the City. If requested, we will reach out to our subs and CCTV partners to provide the City with an estimate based on water mains size and areas required.

Optional Pricing for Potholing / Hydro-Excavation Lead Service Line Investigations

Bid:EV2960

Project Title: Industrial High CFM Vacuuming & Power Rodding & Liquid Sludge Waste Hauling

Proposer: Ace Pipe Cleaning Inc.

Minimum Work Order Size 500 Premises Description of work

Description of work	Line Item Cost
Inside Inspection of Premise	\$130.00
Investigation in Grass or Granular	
Labor	\$230.00
Restoration – Landscaping	\$65.00
Investigation in Concrete Coupon	
Labor	\$567.00
Restoration – Paving	\$125.00
Investigation in w/ Concrete or Asphalt Replacement	
Labor	\$595.00
Restoration – Paving	\$160.00
Adder – Traffic Control (Full Lane Drop)	\$1,700.00

Notes:

Except where the OWNER elects to furnish materials for the job assigned to Contractor, Contractor will furnish at its expense all material necessary for use in the job assigned to it.

Initial backfill to occur immediately after investigation is complete.

Scenarios assume labor & material, paving, and restoration are included in a lump sum bid. If restoration exceeds expectations based on municipality requirements, approval must be received from OWNER to perform work and bill on a T&M basis for additional restoration cost.

OWNER will provide all necessary water and hydrant permits for hydro-excavation.

H. SUPPLEMENTAL MATERIALS

Certification Regarding Lobbying



U.S. SMALL BUSINESS ADMINISTRATION

CERTIFICATION REGARDING LOBBYING

Certification for Contracts, Grants, Loans and Cooperative Agreements

The undersigned certifies, to the best of his or her knowledge and belief, that:

- (1) No Federal appropriated funds have been paid or will be paid, by or on behalf of the undersigned, to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with the awarding of any Federal contract, the making of any Federal grant, the making of any Federal loan, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any Federal contract, grant, loan, or cooperative agreement.
- (2) If any funds other than Federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with this Federal contract, grant, loan, or cooperative agreement, the undersigned shall complete and submit Standard Form LLL, "Disclosure of Lobbying Activities," in accordance with its instructions.
- (3) The undersigned shall require that the language of this certification be included in the award documents for all subawards at all tiers (including subcontracts, subgrants, and contracts under grants, loans, and cooperative agreements) and that all subrecipients shall certify and disclose accordingly.

This certification is a material representation of fact upon which reliance was placed when this transaction was made or entered into. Submission of this certification is a prerequisite for making or entering into this transaction imposed by Section 1352, Title 31, U.S. Code. Any person who fails to file the required certification shall be subject to a civil penalty of not less than \$10,000 and not more than \$100,000 for each such failure.

Signature *Genovevo E. Bernardez*

Date: 04-07-2023

Name and Title: Genovevo Bernardez, PE, Senior VP, Technical Operations

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

This certification is required by the regulations implementing Executive Order 12549, Debarment and Suspension, 13 CFR Part 145. The regulations were published as Part VII of the May 26, 1988 *Federal Register* (pages 19160-19211). Copies of the regulations are available from local offices of the U.S. Small Business Administration.

(BEFORE COMPLETING CERTIFICATION, READ INSTRUCTIONS ON REVERSE)

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

Business Name Horner & Shifrin, Inc.

Date 04-07-2023

By Genovevo Bernardz PE Senior VP, Technical Operations
Name and Title of Authorized Representative

Genovevo E.B. Bernardz
Signature of Authorized Representative





E-Verify



Company ID Number: 176989



Approved by:

Employer Horner & Shifrin, Inc.	
Name (Please Type or Print) Amir M Mansouri	Title
Signature Electronically Signed	Date 01/07/2009
Department of Homeland Security – Verification Division	
Name (Please Type or Print) USCIS Verification Division	Title
Signature Electronically Signed	Date 01/07/2009



Company ID Number: 176989

Information Required for the E-Verify Program	
Information relating to your Company:	
Company Name	Horner & Shifrin, Inc.
Company Facility Address	401 S. 18th Street, Suite 400 St Louis, MO 63103
Company Alternate Address	
County or Parish	SAINT LOUIS
Employer Identification Number	430861661
North American Industry Classification Systems Code	541
Parent Company	
Number of Employees	100 to 499
Number of Sites Verified for	7 site(s)

Company ID Number: 176989

Are you verifying for more than 1 site? If yes, please provide the number of sites verified for in each State:

AR	1
IL	3
MO	3



Company ID Number: 176989

Information relating to the Program Administrator(s) for your Company on policy questions or operational problems:

Name Vanessa C Davis
Phone Number 3143358624
Fax 3143392910
Email vdavis@hornershifrin.com

Name Cvnthia Baumann
Phone Number 3143358673
Fax 8443392910
Email chkbaumann@hornershifrin.com



Affidavit

WORKER ELIGIBILITY VERIFICATION AFFIDAVIT

STATE OF Missouri)
) ss
CITY OF St. Louis)

On the 15th day of March, 2021, before me appeared Steven R. Donahue,
affiant name
personally known to me or proved to me on the basis of satisfactory evidence to be a person whose name
is subscribed to this affidavit, who being by me duly sworn, stated as follows:

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

I, the affiant, am the President of Horner & Shifrin, Inc., and I am duly authorized,
title business entity name
directed, and/or empowered to act officially and properly on behalf of this business entity.

I, the affiant, hereby affirm and warrant that the aforementioned business entity is enrolled in and
actively participates in E-Verify, a federal workforce authorization program, or any other equivalent
electronic verification of work authorization program operated by the United States Department of
Homeland Security under the Immigration Reform and Control Act of 1986 (IRCA), as required pursuant
to Sections 285.525 through 285.555 of the Revised Statutes of Missouri 2000, as amended.

I, the affiant, also hereby affirm and warrant that the aforementioned business entity does not and
shall not knowingly employ, in connection with any services contracted, any alien who does not have the
legal right or authorization under federal law to work in the United States, as defined in
8 USC § 1324a(h)(3).

I, the affiant, am aware and recognize that, unless certain contract and affidavit conditions are
satisfied pursuant to Section 285.530, RSMo, the aforementioned business entity may be held liable under
Sections 285.525 through 285.550, RSMo, for subcontractors that knowingly employ or continue to
employ any unauthorized alien to work within the State of Missouri.

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

Steven R. Donahue
affiant signature

Subscribed and sworn to me in City of St. Louis, MO, the day and year first written above.



Joseph D. Sminchak
notary public

CELEBRATING
90
YEARS
1933 - 2023

CORPORATE HEADQUARTERS

The Power House at Union Station
401 S. 18th St., Ste. 400
St. Louis, MO 63103-2296
(314) 531-4321

OFFICE LOCATIONS

3604 NW Frontage Rd., Ste. 6F
Bentonville, AR 72712-9254
(479) 398-7250

8755 W. Higgins Rd., Ste. 325
Chicago, IL 60631-0019
(312) 332-4334

231 N. Main St., Ste. 25
Edwardsville, IL 62025-1653
(618) 650-8440

410 N. Court St.
Marion, IL 62959-2329
(618) 993-6411

604 Pierce Blvd., Ste. 300
O'Fallon, IL 62269-2579
(618) 622-3040

101 Laura K Dr., Ste. 101
O'Fallon, MO 63366-3991
(636) 329-9296

4061 Highway PP, Ste. 1
Poplar Bluff, MO 63901-3905
(573) 727-9666

119 S. Main St.
St. Charles, MO 63301-2802
(636) 277-9550

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www.hornershifrin.com

Staff Summary Report

MEETING DATE: April 25, 2023

AGENDA ITEM: New and Miscellaneous Business

AGENDA TITLE: Welcome Home Bid Approval

ACTION REQUESTED BY: Economic Development

ACTION REQUESTED: Approval of Welcome Home Bids for 602 S. Warfel Street – Troy Gish

SUMMARY BY: Missy Canaday/Sally Burbridge

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 Approved for Project	Units in Process with tonight's approval	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	2	
	Special Needs*	6	2	
		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. In addition, all contractors with a city contractor's license were contacted via phone or email.

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

FISCAL IMPACTS

See Additional Agenda Items for Contracts and Fiscal Impacts

SUPPORT DOCUMENTS:

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

602 S. Warfel Street Bids:

R. Conway Construction LLC– \$23,000

Mid Missouri Renovations - \$1,480

DEPARTMENT'S RECOMMENDED MOTION Move to Approve the bid for R. Conway Construction LLC for 602 S. Warfel St, Salem, MO. rehabilitation work and reject the bid from Mid Missouri Renovations.

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: Troy Gish

Address: 602 S Warfel Salem, MO

INSPECTED BY: Cantrell

ALLOTTED DAYS: 30

Code: 2616

Contractor will be responsible for all measurements and debris removal

	Cost				Total Cost
Floor: 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 livingroom, kitchen, hall and rear bedroom, with 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.					\$5,000 ⁰⁰
Electrical: Install GFCI outlets in bathrooms and kitchen to NEC Code.					\$150 ⁰⁰
Windows: 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. 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).					\$9500 ⁰⁰
Interior Walls: Repair damaged area on front living room wall to the left of the entry door. Once floors are repaired and jacked up, install a painted wood trim around ceiling in living room kitchen and rear bedroom.					\$1000 ⁰⁰
Attic: In attic, relace any broken rafters. Install a stiff back running from the front of the building to the rear on both sides of the ridge, these will be a 2x4 layed flat on top of the ceiling joist centered from the outside wall to the ridge. Install a 2x6 on edge on both sides of the 2x4 ran the full lenght, all joints will be staggered and will split in the center of a joist. Install the same type of stiff back to the bottom of the rafters except it will onyl have 1 2x6 installed and it will be to the lower side of the 2x4. Install 2x4 braces approximately 4' OC running from the bottom stiff back and setting on top of a joist to the top stiff back and secured, this it to help brace the roof an dtake some of the sag out.					\$2500 ⁰⁰
AC Unit: Remove existing unit. Install new high efficiency unit large enough to cool the house.					\$8,000 ⁰⁰

Roof: 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.

NA

Doors: Remove existing front 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.

~~\$ 2700~~
\$ 1600

Bathroom: Remove existing sink and dispose of. Install a pedestal sink complete with lever controls, shut offs and all drains.

~~\$ 1500~~
\$ 1200

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.

NA

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~~ ^{SIX} Thousand Nine Hundred Fifty

Contractor Name:

Randy Conway

Company Name:

R. Conway Construction LLC

Mailing Address:

249 CR 5140 Salem MO

Phone Number:

573-247-6468

Fax Number:

Email Address:

randy.conway65@gmail.com

Delivery Date :

3-23-23

Total Bid Amount:

\$28,950⁰⁰ (Signature)

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: Troy Gish

Address: 602 S Warfel 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
Floor: 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 livingroom, kitchen, hall and rear bedroom, with 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.					
Electrical: Install GFCI outlets in bathrooms and kitchen to NEC Code.	1480.00				1480.00
Windows: 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. 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).					
Interior Walls: Repair damaged area on front living room wall to the left of the entry door. Once floors are repaired and jacked up, Install a painted wood trim around ceiling in living room kitchen and rear bedroom.					
Attic: In attic, relace any broken rafters. Install a stiff back running from the front of the building to the rear on both sides of the ridge, these will be a 2x4 layed flat on top of the ceiling joist centered from the outside wall to the ridge. Install a 2x6 on edge on both sides of the 2x4 ran the full lenght, all joints will be staggered and will split in the center of a joist. Install the same type of stiff back to the bottom of the rafters except it will onyl have 1 2x6 installed and it will be to the lower side of the 2x4. Install 2x4 braces approximately 4' OC running from the bottom stiff back and setting on top of a joist to the top stiff back and secured, this it to help brace the roof an dtake some of the sag out.					
AC Unit: Remove existing unit. Install new high efficiency unit large enough to cool the house.					

Roof: 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.					
Doors: Remove existing front 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.					
Bathroom: Remove existing sink and dispose of. Install a pedestal sink complete with lever controls, shut offs and all drains.					
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 APROXIMATE. 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 Four hundred and eighty

Contractor Name: Martin Kucich

Company Name: Mid Missouri Renovations

Total Bid Amount: 1480.00

Mailing Address: 307 East 10th St Joliet Mo

Phone Number: 573-247-2562

Fax Number: NA

Email Address: Martin.Kucich3@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

MEETING DATE:	April 25, 2023
AGENDA ITEM:	New and Miscellaneous Business
AGENDA TITLE:	Resolution No. 15-2023

ACTION REQUESTED BY:	Economic Development
ACTION REQUESTED:	Welcome Home - Affordable Housing Program (AHP), (FHLB DM) Rehabilitation Contract 602 S Warfel St.
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^h 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 negotiate the work items on the bid submitted by R. Conway Construction LLC., in order to bring the total within the amount covered by the program.

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

FISCAL IMPACTS

Economic Development Revenue line 703-47550 will receive \$5,000 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 \$23,000.

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.

SUPPORT DOCUMENTS:	Contract between the City, Contractor and Homeowner: * R. Conway Construction LLC. – Troy Gish, 602 S. Warfel St., Salem, MO 65560
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DEPARTMENT'S RECOMMENDED MOTION: Move to Approve contract between: R. Conway Construction LLC., Troy Gish, 602 S. Warfel 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 \$23,000.

REHABILITATION CONTRACT
For The
FHLB (Welcome Home) Housing Program

THIS AGREEMENT made and entered into this 25th day of April 2023, by and between **R. Conway Construction, LLC**, hereinafter called the "Contractor", and **Troy Gish**, hereinafter called the "Owner" of property located at **602 S Warfel St., Salem, MO**, 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 **\$23,000.00**.

(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.**

Contractor

Signature of Contractor

Date

Address

Telephone

Owner

Signature

Date

Address

Telephone

Signature of Representative

Date

Address

Telephone

765

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.

Owner: Troy Gish

Address: 602 S Warfel Salem, MO

INSPECTED BY: Cantrell

ALLOTTED DAYS: 30

Code: 2616

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
Floor: 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 livingroom, kitchen, hall and rear bedroom, with 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.					\$5,000 ⁰⁰
Electrical: Install GFCI outlets in bathrooms and kitchen to NEC Code.					\$150 ⁰⁰
Windows: 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. 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).					\$9500 ⁰⁰
Interior Walls: Repair damaged area on front living room wall to the left of the entry door. Once floors are repaired and jacked up, install a painted wood trim around ceiling in living room kitchen and rear bedroom.					\$1000⁰⁰
Attic: In attic, relace any broken rafters. Install a stiff back running from the front of the building to the rear on both sides of the ridge, these will be a 2x4 layed flat on top of the ceiling joist centered from the outside wall to the ridge. Install a 2x6 on edge on both sides of the 2x4 ran the full lenght, all joints will be staggered and will split in the center of a joist. Install the same type of stiff back to the bottom of the rafters except it will onyl have 1 2x6 installed and it will be to the lower side of the 2x4. Install 2x4 braces approximately 4' OC running from the bottom stiff back and setting on top of a joist to the top stiff back and secured, this it to help brace the roof an dtake some of the sag out.					\$2500 ⁰⁰
AC Unit: Remove existing unit. Install new high efficiency unit large enough to cool the house. window unit / possible 220 wiring					\$8,000⁰⁰ 2650 ⁰⁰

Roof: 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.					\$\$\$ \$3000-
Doors: Remove existing front 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.					\$2000 \$1600
Bathroom: Remove existing sink and dispose of. Install a pedestal sink complete with lever controls, shut offs and all drains.					\$1200 \$600-
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.					NA

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 APROXIMATE. 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 ^{SIX} Thousand Nine Hundred Fifty

Contractor Name: Randy Conway

Company Name: R. Conway Construction LLC

Mailing Address: 249 CR 5140 Salem MD

Phone Number: 573-247-6468

Fax Number: _____

Email Address: randy.conway65@gmail.com

Delivery Date: 3-23-23

Total Bid Amount: ~~\$24,950.00~~

23,000

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

MEETING DATE:	April 25, 2023
AGENDA ITEM:	New and Miscellaneous Business
AGENDA TITLE:	Welcome Home Bid Approval
ACTION REQUESTED BY:	Economic Development
ACTION REQUESTED:	Approve Welcome Home Bids for 1103 S. Oak Street – David Griffith
SUMMARY BY:	Missy Canaday / Sally Burbridge

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 Approved for Project	Units in Process with tonight's approval	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	2	
	Special Needs*	6	2	
		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. In addition, all contractors with a city contractor's license were contacted via phone or email.

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

FISCAL IMPACTS

See Additional Agenda Items for Contracts and Fiscal Impacts

SUPPORT DOCUMENTS:

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

1103 S. Oak Street. Bids:

5 J's Landscaping and Handyman– \$21,050.00

Mid Missouri Renovations - \$2,825.00

DEPARTMENT'S RECOMMENDED MOTION Move to Approve the bid from 5 J's Landscaping and Handyman Service for 1103 S. Oak St, Salem, MO, rehabilitation work and reject the bid from Mid Missouri Renovations.

FEDERAL HOME LOAN BANK PROGRAM

Salem, MO

REHABILITATION PROJECT ADDENDUM

Note: This unit may contain Lead Based Paint

BIDS MUST BE ON THIS BID SHEET!!!!**BID SPECIFICATIONS: All items may not be awarded.**

Owner: David Griffith

Address: 1103 S Oak St. Salem, MO

INSPECTED BY: Cantrell

ALLOTTED DAYS: 30

Code: 2616

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
Rear Porch/ Hallway: Remove ceiling and damaged insulation and dispose of. Repair/replace any rot damaged joist, rafters, sheathing and roofing. If any mildew is present, coat with mold blocker. Install new insulation. Install new drywall, tape, finish, prime and paint 2 coats ceiling white. Reloace all rot damaged flooring. Install vinyl floor covering. Owners choice of color and style					\$6000
Electrical: Install GFCI outlets in bathrooms and kitchen. Install hardwire smoke detectors with battery backup along with carbon monoxide detector to City and NEC Code.					\$700
Bath: Install exhaust fan in bath wired to it's own switch. Fan will be vented to the exterior complete with a vent cover installed.					\$350
Garage: Remove existing rafters and roofing material in the front.					\$1000
Exterior Frt Door: Replair rot damage at front door, Install new metal door unit 1/2 glass complete with hardware, knob and dead bolt, keyed alike.					\$300
Basement Window: Install vinyl window where window is missing.					\$500
Furnace: Install a gas furnace in basement using existing duct work (repair where needed). Furnace will be large enough to heat unit. Will be installed to all Codes.					
Roof: Remove existing shingles and dispose of (landfill receipts must be given to the inspector) Replace all rot damage. Install 30lb felt, metal roof edge and 30 year or better 3 tab shingle to manufactures spec. Nailed not stapled.	\$40				\$11,000
Water Heater; Install a 40 gal water heater complete with all plumbing and electrical to City code.					\$700
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. 2

Total Bid Price In Words: Twenty one thousand and fifty dollars

Contractor Name: Joe Griffith

Company Name: S J'S Landscaping and Hardscaping

Total Bid Amount: \$21,050.00

Mailing Address: #897 CR 3190 Salem MO 65560

Phone Number: 573-453-6773

Fax Number: _____

Email Address: Bibbthump@gmail.com

Delivery Date: 6-12-2023 start

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 ADDENDUM

Note: This unit may contain Lead Based Paint

BIDS MUST BE ON THIS BID SHEET!!!!

Owner: David Griffith

Address: 1103 S Oak 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
Rear Porch/ Hallway: Remove ceiling and damaged insulation and dispose of. Repair/replace any rot damaged joist, rafters, sheathing and roofing. If any mildew is present, coat with mold blocker. Install new insulation. Install new drywall, tape, finish, prime and paint 2 coats ceiling white. Reloace all rot damaged flooring. Install vinyl floor covering. Owners choice of color and style					
Electrical: Install GFCI outlets in bathrooms and kitchen. Install hardwire smoke detectors with battery backup along with carbon monoxide detector to City and NEC Code.	1875.00				1875.00
Bath: Install exhaust fan in bath wired to it's own switch. Fan will be vented to the exterior complete with a vent cover installed.	950.00				950.00
Garage: Remove existing rafters and roofing material in the front.					
Exterior Frt Door: Replair rot damage at front door, Install new metal door unit 1/2 glass complete with hardware, knob and dead bolt, keyed alike.					
Basement Window: Install vinyl window where window is missing.					
Furnace: Install a gas furnace in basement using existng duct work (repair where needed). Furnace will be large enough to heat unit. Will be installed to all Codes.					
Roof: Remove existing shingles and dispose of (landfill receipts must be given to the Inspector) Replace all rot damage. Install 30lb felt, metal roof edge and 30 year or better 3 tab shingle to manufactures spec. Nailed not stapled.					
Water Heater; Install a 40 gal water heater complete with all plumbing and electrical to City code.					
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: two thousand eight hundred and twenty Five

Contractor Name: Martin Kurik

Company Name: Mid Missouri Innovations

Total Bid Amount: 2,825.00

Mailing Address: 359 east 10th St Salem MO

Phone Number: 573-247-2542

Fax Number: _____

Email Address: Martin.kurik3@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

MEETING DATE:	April 25, 2023
AGENDA ITEM:	New and Miscellaneous Business
AGENDA TITLE:	Resolution No. 16-2023

ACTION REQUESTED BY:	Economic Development
ACTION REQUESTED:	Welcome Home - Affordable Housing Program (AHP), (FHLB DM) Rehabilitation Contract 1103 S Oak St.
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^h 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, Contractor, and City Staff are in agreement with approved bid.

FISCAL IMPACTS

Economic Development Revenue line 703-47550 will receive \$4,062 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 \$21,050. 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 \$21,050. 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.

SUPPORT DOCUMENTS:	Contract between the City, Contractor and Homeowner: * 5 J's Handyman Services, LLC. – David Griffith, 1103 S. Oak St., Salem, MO 65560
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DEPARTMENT'S RECOMMENDED MOTION:	Move to Approve contract between: 5 J's Handyman Services, LLC., David Griffith, 1103 S. Oak 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 \$21,050.
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RESOLUTION NO. 16-2023

A RESOLUTION AUTHORIZING THE MAYOR TO ENTER INTO AN AGREEMENT BETWEEN 5 J'S LANDSCAPING AND HANDYMAN SERVICES (THE "CONTRACTOR"), THE CITY OF SALEM, MISSOURI (THE "CITY") AND DAVID GRIFFITH (THE "OWNER") OF PROPERTY LOCATED AT 1103 SOUTH OAK STREET, SALEM, MO.

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 \$21,050.00;

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 25TH DAY OF APRIL
2023.**

APPROVED:

Greg Parker
Mayor

ATTEST:

Tammy Koller
City Clerk

APPROVAL AS TO FORM:

James K. Weber
City Attorney

EXHIBIT A

REHABILITATION CONTRACT
For The
FHLB (Welcome Home) Housing Program

THIS AGREEMENT made and entered into this 25th day of April 2023, by and between **5 J's Handyman Services LLC**, hereinafter called the "Contractor", and **David Griffith**, hereinafter called the "Owner" of property located at **1103 S. Oak St., Salem, MO**, 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 **\$21,050.00**.

(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.**

Contractor

Signature of Contractor

Date

Address

Telephone

Owner

Signature

Date

Address

Telephone

Signature of Representative

Date

Address

Telephone

FEDERAL HOME LOAN BANK PROGRAM

Salem, MO

REHABILITATION PROJECT ADDENDUM

Note: This unit may contain Lead Based Paint

BIDS MUST BE ON THIS BID SHEET!!!!

BID SPECIFICATIONS: All items may not be awarded.

Owner: David Griffith

Address: 1103 S Oak St. Salem, MO

INSPECTED BY: Cantrell

ALLOTTED DAYS: 30

Code: 2616

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
Rear Porch/ Hallway: Remove ceiling and damaged insulation and dispose of. Repair/replace any rot damaged joist, rafters, sheathing and roofing. If any mildew is present, coat with mold blocker. Install new insulation. Install new drywall, tape, finish, prime and paint 2 coats ceiling white. Replace all rot damaged flooring. Install vinyl floor covering. Owners choice of color and style.					\$6000
Electrical: Install GFCI outlets in bathrooms and kitchen. Install hardwire smoke detectors with battery backup along with carbon monoxide detector to City and NEC Code.					\$700
Bath: Install exhaust fan in bath wired to it's own switch. Fan will be vented to the exterior complete with a vent cover installed.					\$350
Garage: Remove existing rafters and roofing material in the front.					\$1000
Exterior Frt Door: Repair rot damage at front door, install new metal door unit 1/2 glass complete with hardware, knob and dead bolt, keyed alike.					\$300
Basement Window: Install vinyl window where window is missing.					\$500
Furnace: Install a gas furnace in basement using existing duct work (repair where needed). Furnace will be large enough to heat unit. Will be installed to all Codes.					
Roof: Remove existing shingles and dispose of (landfill receipts must be given to the inspector) Replace all rot damage. Install 30lb felt, metal roof edge and 30 year or better 3 tab shingle to manufactures spec. Nailed not stapled.					\$11,000
Water Heater: Install a 40 gal water heater complete with all plumbing and electrical to City code.					\$700
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. 2

Total Bid Price In Words: Twenty one thousand and fifty dollars

Contractor Name: Joe Griffith

Company Name: S J'S Landscaping and Hardscaping

Total Bid Amount: \$21,050.00

Mailing Address: #897 CR 3190 Salem MO 65560

Phone Number: 573-453-6773

Fax Number: _____

Email Address: Bibbthump85@gmail.com

Delivery Date: 6-12-2023 start

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

MEETING DATE:	April 25, 2023
AGENDA ITEM:	New and Miscellaneous Business
AGENDA TITLE:	Welcome Home Bid Approval
ACTION REQUESTED BY:	Economic Development
ACTION REQUESTED:	Approve Welcome Home Bid for 711 E 4 th Street – Donna Halbrook
SUMMARY BY:	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 Approved for Project	Units in Process with tonight's approval	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	2	
	Special Needs*	6	2	
		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. In addition, all contractors with a city contractor's license were contacted via phone or email.

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

FISCAL IMPACTS

See Additional Agenda Items for Contracts and Fiscal Impacts

SUPPORT DOCUMENTS:

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

711 E 4th Street. Bids:

Martin Kulik/ Mid Missouri Renovations - \$23,450

R. Conway Construction LLC – \$25,800

DEPARTMENT'S RECOMMENDED MOTION Move to Approve the bid from Martin Kulik/ Mid Missouri Renovations for 711 E 4th St, Salem, MO, rehabilitation work and reject the bid from R. Conway Construction LLC.

HOME LOAN BANK PROGRAM

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.

Contractor will be responsible for all measurements and debris removal

Cost

Total Cost

Plumbing: Replace all existing galvanized water lines with Pex lines, shut offs and fittings to City Code.

3,900.00

3,900.00

Electrical: Install a 100 amp service complete with new box and breakers. All breakers will be labeled. Rewire unit to NEC and City Code. Install hardwire smoke detectors with battery backup along with carbon monoxide detector to City and NEC Code.

12,200.00

12,200.00

Kitchen: Replace all damaged flooring. Install new underlayment. Install vinyl floor covering to manufactures spec. Owner will choose style and color.

Crawl Space: Construct a crawl space insulated door hinged with a latch. Door and frame will be constructed out of treated material.

Bathroom: Remove existing tub and dispose of off site. Repair any and all rot damage. Install 3 pcs. Walk - in fiberglass shower unit with 1/2" curb. Shower units shall have ANSI Z124.1 certification sticker attached. Install grab bar blocking and grab bars to spec. See attached. Blocking for grab bars must support a minimum of shear and tensile 250 LBF. All cuts/openings in drywall are to be patched. Replace sound insulation in party walls if removed, settled or damaged. Install new drain and new single handle shower controls comparable to a Delta single handle shower faucet Model # T14238-H20. Install wet guard drywall around top and along sides of the new shower unit. Tape and finish (No Wood Trim Around The Shower Unit Will Be Allowed, It Must Be Drywall Finished) Install a clear paintable silicone caulk around the perimeter of the enclosure. Paint entire bathroom with 2 coats of high quality paint, (Owner will choose color). Painting: Remove all nails, screws, hangers ect. from walls to be painted. Patch all holes/cracks per manufacturer's spec. All surfaces to be painted shall be prepared and cleaned prior to repainting. All surfaces shall be painted a minimum of two coats as required for a smooth even finish as per the manufacturer's spec. All over painting shall be removed from the trim, electrical cover plates, outlets, switches and electrical fixtures ect. Materials not displaying the manufacturer's identification as a standard, quality grade product will not be acceptable. Install grab bars, and shall be 1 1/4 to 1 1/2" in diameter, with a separation from bar to wall of 1 1/2". (see attached) Install a 17" stool complete with seat, new supply line, wax ring, joni bolts and stool flange and drain line if needed. Replace all rot damaged flooring. Install vinyl floor covering to manufactures spec. Owner will choose style and color. Paint bathroom with 2 coats of paint Owner choose color.

7350.00

7,350.00

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 APROXIMATE. 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 three thousand Four hundred and Fifty Dollars

Contractor Name: Martin Kulik

Company Name: Mid Missouri Renovations

Total Bid Amount: 23,450.00

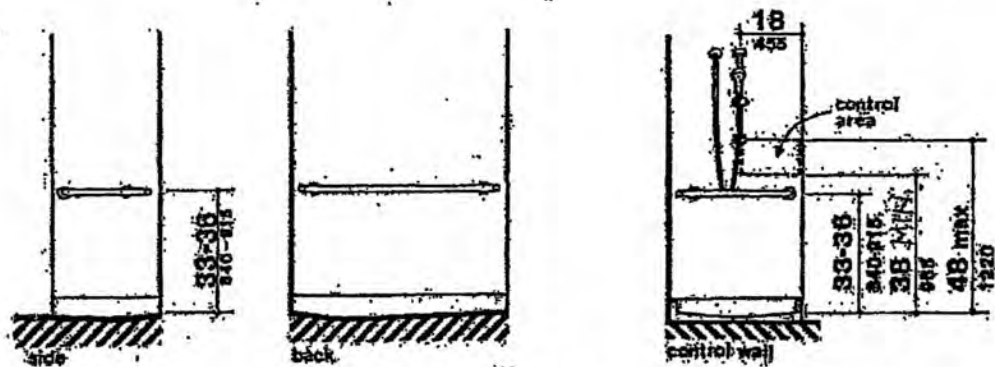
Mailing Address: 304 east 10th st Salem mo

Phone Number: 573-247-2502

Fax Number: NA

Email Address: MartinKulik3@gmail.com

Delivery Date : _____



(b)
30-in by 60-in (760-mm by 1525-mm) Stall

Fig. 37
Grab Bars at Shower Stalls

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: Donna Halbrook
Address: 711 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
Plumbing: Replace all existing galvanized water lines with Pex lines, shut offs and fittings to City Code.					\$ 8,000 ⁰⁰
Electrical: Install a 100 amp service complete with new box and breakers. All breakers will be labled. Rewire unit to NEC and City Code. Install hardwire smoke detectors with battery backup along with carbon monoxide detector to City and NEC Code.					\$ 3500 ⁰⁰
Kitchen: Replace all damaged flooring. Install new underlayment. Install vinyl floor covering to manufactures spec. Owner will choose style and color.					\$ 4500 ⁰⁰
Crawl Space: Construct a crawl space insulated door hinged with a latch. Door and frame will be constructed out of treated material.					\$ 300 ⁰⁰

Bathroom: Remove existing tub and dispose of off site. Repair any and all rot damage. Install 3 pcs. Walk - In fiberglass shower unit with 1/2" curb. Shower units shall have ANSI Z124.1 certification sticker attached. Install grab bar blocking and grab bars to spec. See attached. Blocking for grab bars must support a minimum of shear and tensile 250 LBF. All cuts/openings in drywall are to be patched. Replace sound insulation in party walls if removed, settled or damaged. Install new drain and new single handle shower controls comparable to a Delta single handle shower faucet Model # T14238-H20. Install wet guard drywall around top and along sides of the new shower unit. Tape and finish (No Wood Trim Around The Shower Unit Will Be Allowed, It Must Be Drywall Finished) Install a clear paintable silicone caulk around the perimeter of the enclosure. Paint entire bathroom with 2 coats of high quality paint, (Owner will choose color). Painting: Remove all nails, screws, hangers ect. from walls to be painted. Patch all holes/cracks per manufacturer's spec. All surfaces to be painted shall be prepared and cleaned prior to repainting. All surfaces shall be painted a minimum of two coats as required for a smooth even finish as per the manufacturer's spec. All over painting shall be removed from the trim, electrical cover plates, outlets, switches and electrical fixtures ect. Materials not displaying the manufacturer's identification as a standard, quality grade product will not be acceptable. Install grab bars, and shall be 1 1/4 to 1 1/2" in diameter, with a separation from bar to wall of 1 1/2". (see attached) Install a 17" stool complete with seat, new supply line, wax ring, joni bolts and stool flange and drain line if needed. Replace all rot damaged flooring. Install vinyl floor covering to manufactures spec. Owner will choose style and color. Paint bathroom with 2 coats of paint Owner choose color.

\$ 9500⁰⁰

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 APROXIMATE. 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 Thousand Eight Hundred

Contractor Name: Randy Conroy

Company Name: R. Conroy Construction LLC

Mailing Address: 249 CR 940 Salem

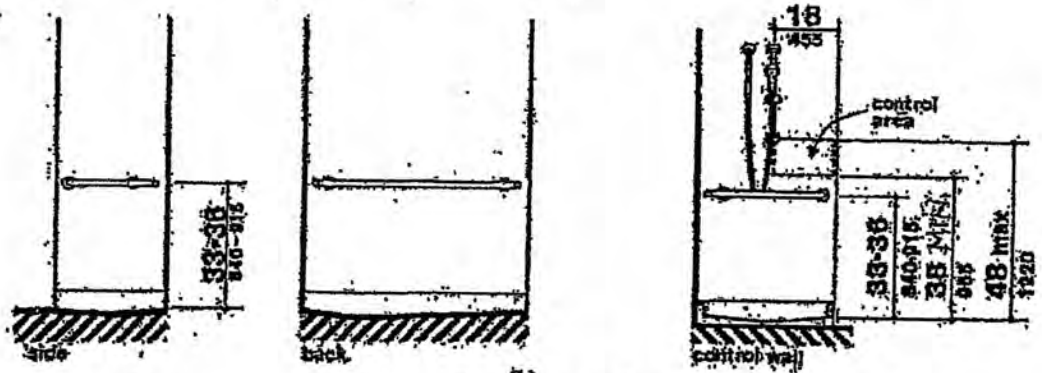
Phone Number: 573-247-6468

Fax Number: _____

Email Address: randy.conroy.65@gmail.com

Delivery Date: 7-23-23

Total Bid Amount: \$25,800⁰⁰ (RC)



(b)
30-in by 60-in (760-mm by 1525-mm) Stall

Fig. 37
Grab Bars at Shower Stalls

Staff Summary Report

MEETING DATE:	April 25, 2023
AGENDA ITEM:	New and Miscellaneous Business
AGENDA TITLE:	Resolution No. 17-2023

ACTION REQUESTED BY:	Economic Development
ACTION REQUESTED:	Welcome Home - Affordable Housing Program (AHP), (FHLB DM) Rehabilitation Contract 711 E. 4 th St.
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^h 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, Contractor, and City Staff agree with the scope of work and contract.

FISCAL IMPACTS

Economic Development Revenue line 703-47550 will receive \$5,450 from homeowner for their required contribution, and the additional cost prior to work beginning. The contract will result in an expense to Economic Development, FHLB Grant Expenses 703-501-70550 in the amount of \$23,450. 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, as in this case.

SUPPORT DOCUMENTS:	Contract between the City, Contractor and Homeowner: * Mid Missouri Renovations. – Donna Halbrook, 711 E. 4 th St., Salem, MO 65560
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DEPARTMENT'S RECOMMENDED MOTION: Move to Approve contract between: Mid Missouri Renovations, Donna Halbrook, 711 E. 4th 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 \$23,450.

RESOLUTION NO. 17-2023

A RESOLUTION AUTHORIZING THE MAYOR TO ENTER INTO AN AGREEMENT BETWEEN MARTIN KULIK/MID MISSOURI RENOVATIONS (THE “CONTRACTOR”), THE CITY OF SALEM, MISSOURI (THE “CITY”) AND DONNA HALBROOK (THE “OWNER”) OF PROPERTY LOCATED AT 711 EAST FOURTH STREET, SALEM, MO.

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 \$23,450.00;

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 25TH DAY OF APRIL
2023.**

APPROVED:

Greg Parker
Mayor

ATTEST:

Tammy Koller
City Clerk

APPROVAL AS TO FORM:

James K. Weber
City Attorney

EXHIBIT A

REHABILITATION CONTRACT
For The
FHLB (Welcome Home) Housing Program

THIS AGREEMENT made and entered into this 25th day of April 2023, by and between **Mid Missouri Renovations**, hereinafter called the "Contractor", and **Donna Halbrook**, hereinafter called the "Owner" of property located at **711 E. 4th St., Salem, MO**, 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 **\$23,450.00**.

(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.**

Contractor

Signature of Contractor

Date

Address

Telephone

Owner

Signature

Date

Address

Telephone

Signature of Representative

Date

Address

Telephone

ATTACHMENT A
TO CONTRACT DATED APRIL 25, 2023

HOME LOAN BANK PROGRAM
MO
REHABILITATION PROJECT
Note: This unit may contain Lead Based Paint
BIDS MUST BE ON THIS BID SHEET!!!!

Owner: Donna Halbrook
Address: 711 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
Plumbing: Replace all existing galvanized water lines with Pex lines, shut offs and fittings to City Code.	3,900.00				3,900.00
Electrical: Install a 100 amp service complete with new box and breakers. All breakers will be labeled. Rewire unit to NEC and City Code. Install hardwire smoke detectors with battery backup along with carbon monoxide detector to City and NEC Code.	12,200.00				12,200.00
Kitchen: Replace all damaged flooring. Install new underlayment. Install vinyl floor covering to manufactures spec. Owner will choose style and color.					
Crawl Space: Construct a crawl space insulated door hinged with a latch. Door and frame will be constructed out of treated material.					

Bathroom: Remove existing tub and dispose of off site. Repair any and all rot damage. Install 3 pcs. Walk - in fiberglass shower unit with 1/2" curb. Shower units shall have ANSI Z124.1 certification sticker attached. Install grab bar blocking and grab bars to spec. See attached. Blocking for grab bars must support a minimum of shear and tensile 250 LBF. All cuts/openings in drywall are to be patched. Replace sound insulation in party walls if removed, settled or damaged. Install new drain and new single handle shower controls comparable to a Delta single handle shower faucet Model # T14238-H20. Install wet guard drywall around top and along sides of the new shower unit. Tape and finish (No Wood Trim Around The Shower Unit Will Be Allowed, It Must Be Drywall Finished) Install a clear paintable silicone caulk around the perimeter of the enclosure. Paint entire bathroom with 2 coats of high quality paint, (Owner will choose color). Painting: Remove all nails, screws, hangers ect. from walls to be painted. Patch all holes/cracks per manufacturer's spec. All surfaces to be painted shall be prepared and cleaned prior to repainting. All surfaces shall be painted a minimum of two coats as required for a smooth even finish as per the manufacturer's spec. All over painting shall be removed from the trim, electrical cover plates, outlets, switches and electrical fixtures ect. Materials not displaying the manufacturer's identification as a standard, quality grade product will not be acceptable. Install grab bars, and shall be 1 1/4 to 1 1/2" in diameter, with a separation from bar to wall of 1 1/2". (see attached) Install a 17" stool complete with seat, new supply line, wax ring, joni bolts and stool flange and drain line if needed. Replace all rot damaged flooring. Install vinyl floor covering to manufactures spec. Owner will choose style and color. Paint bathroom with 2 coats of paint Owner choose color.

7350.00

7,350.00

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 APROXIMATE. 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 three thousand Four hundred and Fifty Dollars

Contractor Name: Martin Kulik

Company Name: Mid Missouri Renovations

Total Bid Amount: 23,450.00

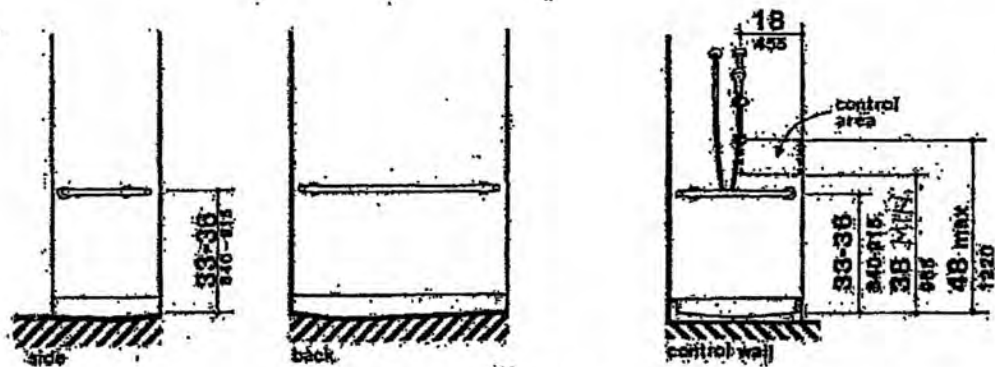
Mailing Address: 304 east 10th st Salem mo

Phone Number: 573-247-2502

Fax Number: NA

Email Address: MartinKulik3@gmail.com

Delivery Date : _____



(b)
30-in by 60-in (760-mm by 1525-mm) Stall

Fig. 37
Grab Bars at Shower Stalls

Staff Summary Report

MEETING DATE:	April 25, 2023
AGENDA ITEM:	New and Miscellaneous Business
AGENDA TITLE:	Welcome Home Bid Approval
ACTION REQUESTED BY:	Economic Development
ACTION REQUESTED:	Approve Welcome Home Bids for 1004 E. First Street – Ronnie Steelman
SUMMARY BY:	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 Approved for Project	Units in Process with tonight's approval	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	2	
	Special Needs*	6	2	
		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. In addition, all contractors with a city contractor's license were contacted via phone or email.

A pre-bid walk through of the 6 homes (this home and 5 others) 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

FISCAL IMPACTS

See Additional Agenda Items for Contracts and Fiscal Impacts

SUPPORT DOCUMENTS:

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

1004 E. First Street. Bids:

R. Conway Construction LLC– \$32,200

Jeff Kirker - \$5,220

Mid Missouri Renovations - \$18,260

DEPARTMENT'S RECOMMENDED MOTION Move to Approve the bid for R. Conway Construction LLC for 1004 E First St, Salem, MO, rehabilitation work and reject the bids from Mid Missouri Renovations and Jeff Kirker.

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: Ronnie Steelman

Address: 1004 E First 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
Rear Porch: Remove ceiling and damaged insulation and dispose of. Repair/replace any rot damaged joist and rafters. If any mildew is present, coat with mold blocker. Install new insulation. Install new dywall, tape, finish, prime and paint 2 coats ceiling white.					\$ 7,000 ⁰⁰
Electrical: Install GFCI outlets in bathrooms and kitchen. Install hardwire smoke detectors with battery backup along with carbon monoxide detector to City and NEC Code. Replace kitchen ceiling light fixture with a flush mount LED light fixture bright enough to light the kitchen area. Install a led light fixture above the kitchen sink complete with a wall switch. Install light fan combo in bathroom. Fan will be vented to the exterior complete with a vent cover. Install a 3 bulb bar light fixture above the medicine cabinet in the bathroom complete with switch. Install a 200 amp service complete with box and breakers. All breakers will be labeled.					\$ 1,500 ⁰⁰
Siding: Install fan fold. Install vinyl siding complete with all accessories to manufactories spec. Siding will be 44 mil or better. Owner will select color and style. Replace all rot damaged fasica and soffit. Cut vent openings in wood soffit approx. 4' on center on flats 12" wide by 16" long to vent. Install metal fasica and vented soffit complete with accessories to manufactures spec. Fasica will be installed behind guttering and under roof edge. Install metal soffit on front porch ceiling.					\$ 6500 ⁰⁰
Garage: Reinstall soffit and fasica that has fell on right side of garage.					\$ 400 ⁰⁰
Crawl Space: Construct a crawl space insulated door hinged with a latch. Door and frame will be constructed out of treated material.					\$ 300 ⁰⁰

Bathroom: Remove existing tub and dispose of. Install a 3 piece tub shower unit complete with lever controls (Delta). Install backing for grab bars. Install grab bars, and shall be 1 1/4 to 1 1/2" in diameter, with a separation from bar to wall of 1 1/2". (see attached) Install a pedestal sink complete with lever controls, shut offs and all drains. Install a 17" stool complete with seat, new supply line, wax ring, joni bolts and stool flange if needed. Replace any rot damaged flooring. Install vinyl floor covering to manufactures spec. Owner will choose style and color. Paint bathroom with 2 coats of paint Owner choose color. Install a new medicine cabinet comparable to a Zenith 24"W x 26"H White Tri-View Medicine Cabinet sold at Manards.

\$6,000

Windows: 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. 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).

\$10,000

Doors: Remove existing rear exterior door unit. Install metal half glass door unit complete with locking knobs and dead bolt. Install vinyl storm door complete with closure and chain.

\$500⁰⁰

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: ^{NINE} ~~Twenty~~ ^{NINE} Thousand Two Hundred

Contractor Name: Randy Conroy

Company Name: R-Conroy Construction LLC

Mailing Address: 249 Oak Street Salem

Phone Number: 573-247-6468

Fax Number:

Email Address: randy.conroy105@gmail.com

Delivery Date: 3-28-23

Total Bid Amount: \$28,200⁰⁰ (PC)

32,200?

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.

Chuck Cantrell

From: Chuck Cantrell
Sent: Wednesday, February 15, 2023 11:33 AM
To: Chuck Cantrell
Subject: tub

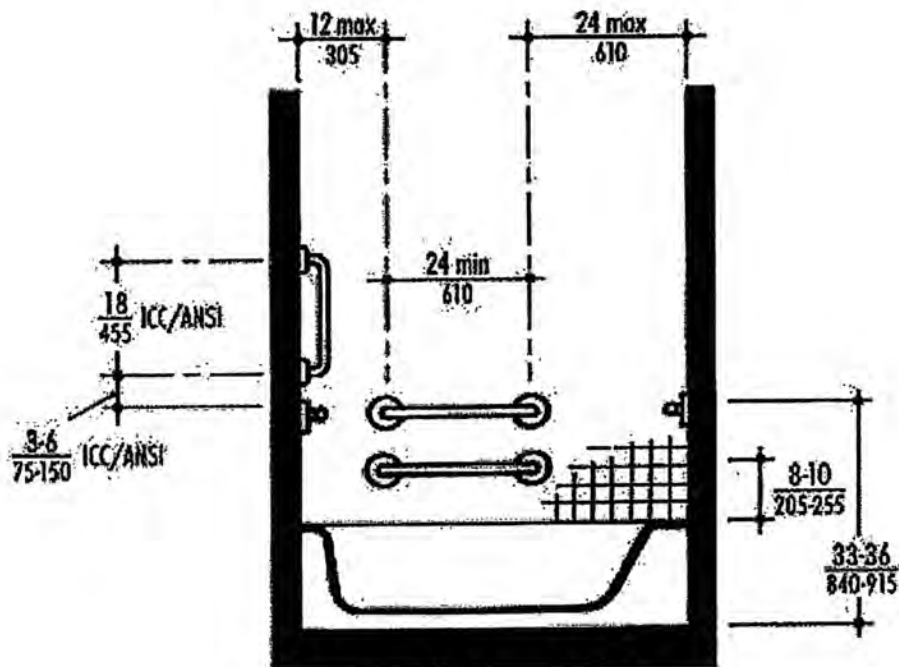


Fig. 25d Back Wall.

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: Ronnie Steelman

Address: 1004 E First 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
Rear Porch: Remove ceiling and damaged insulation and dispose of. Repair/replace any rot damaged joist and rafters. If any mildew is present, coat with mold blocker. Install new insulation. Install new dywall, tape, finish, prime and paint 2 coats ceiling white.					400 ⁰⁰ (Just electric)
Electrical: Install GFCI outlets in bathrooms and kitchen. Install hardwire smoke detectors with battery backup along with carbon monoxide detector to City and NEC Code. Replace kitchen ceiling light fixture with a flush mount LED light fixture bright enough to light the kitchen area. Install a led light fixture above the kitchen sink complete with a wall switch. Install light fan combo in bathroom. Fan will be vented to the exterior complete with a vent cover. Install a 3 bulb bar light fixture above the medicine cabinet in the bathroom complete with switch. Install a 200 amp service complete with box and breakers. All breakers will be labled.	GFI's Smoke Light Fan BATH LT Service	60 ⁰⁰ 300 ⁰⁰ 30 ⁰⁰ 300 ⁰⁰ 150 ⁰⁰ 1500 ⁰⁰			2340 ⁰⁰
Siding: Install fan fold. Install vinyl siding complete with all accessories to manufactories spec. Siding will be 44 mil or better. Owner will select color and style. Replace all rot damaged fasica and soffit. Cut vent openings in wood soffit approx. 4' on center on flats 12" wide by 16" long to vent. Install metal fasica and vented soffit complete with accessories to manufactures spec. Fasica will be installed behind guttering and under roof edge. Install metal soffit on front porch ceiling.					
Garage: Reinstall soffit and fasica that has fell on right side of garage.					
Crawl Space: Construct a crawl space insulated door hinged with a latch. Door and frame will be constructed out of treated material.					100 ⁰⁰

PHELPS COUNTY PHA
ST. JAMES, MO

MAR 20

RECEIVED

	PARTS	LABOR			
Bathroom: Remove existing tub and dispose of. Install a 3 piece tub shower unit complete with lever controls (Delta). Install backing for grab bars. Install grab bars, and shall be 1 1/4 to 1 1/2" in diameter, with a separation from bar to wall of 1 1/2". (see attached) Install a pedestal sink complete with lever controls, shut offs and all drains. Install a 17" stool complete with seat, new supply line, wax ring, joint bolts and stool flange if needed. Replace any rot damaged flooring. Install vinyl floor covering to manufactures spec. Owner will choose style and color. Paint bathroom with 2 coats of paint Owner choose color. Install a new medicine cabinet comparable to a Zenith 24"W x 26"H White Tri-View Medicine Cabinet sold at Manards.	500	500.00			1100.00
	50	50.00			100.00
	100.00	75.00			175.00
	125.00	50.00			175.00
	100.00	300.00			400.00
	150.00	50.00			200.00
	30.00	200.00			230.00
					<u>2380.00</u>
Windows: 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. 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).					
Doors: Remove existing rear exterior door unit. Install metal half glass door unit complete with locking knobs and dead bolt. Install vinyl storm door complete with closure and chain.					
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: Five Thousand Two hundred Twenty dollars

Contractor Name: JEFF KIRKER

Company Name: Kirker Electric

Mailing Address: 3302 Co. Rd 4220

Phone Number: 573-247-2458

Fax Number: _____

Email Address: J.Kirker68@gmail.com

Delivery Date : _____

Total Bid Amount: 5,220.00

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.

Chuck Cantrell

From: Chuck Cantrell
Sent: Wednesday, February 15, 2023 11:33 AM
To: Chuck Cantrell
Subject: tub

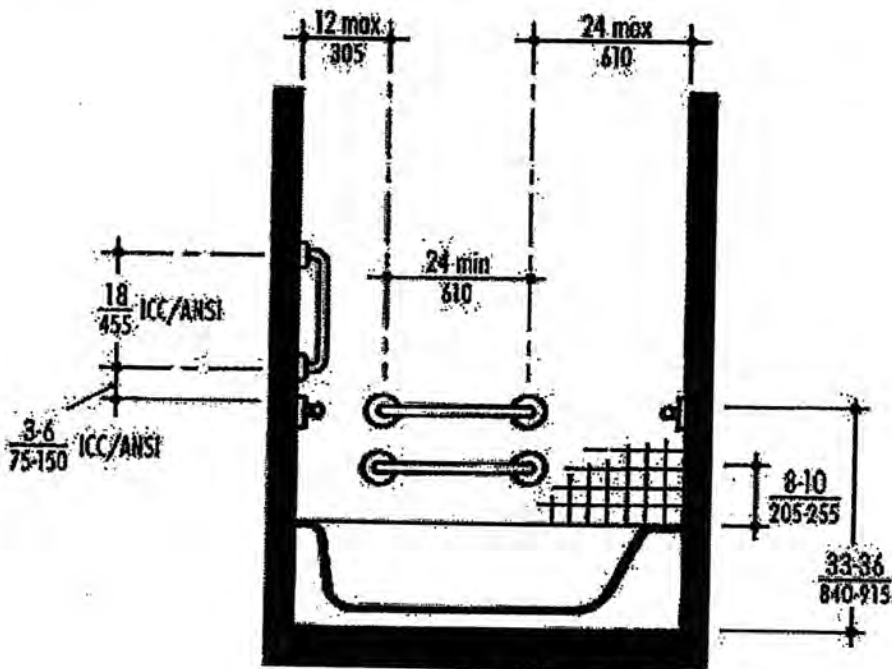


Fig. 25d Back Wall.

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: Ronnie Steelman
Address: 1004 E First 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
Rear Porch: Remove ceiling and damaged insulation and dispose of. Repair/replace any rot damaged joist and rafters. If any mildew is present, coat with mold blocker. Install new insulation. Install new dywall, tape, finish, prime and paint 2 coats ceiling white.	3,960.00				3,960.00
Electrical: Install GFCI outlets in bathrooms and kitchen. Install hardwire smoke detectors with battery backup along with carbon monoxide detector to City and NEC Code. Replace kitchen ceiling light fixture with a flush mount LED light fixture bright enough to light the kitchen area. Install a led light fixture above the kitchen sink complete with a wall switch. Install light fan combo in bathroom. Fan will be vented to the exterior complete with a vent cover. Install a 3 bulb bar light fixture above the medicine cabinet in the bathroom complete with switch. Install a 200 amp service complete with box and breakers. All breakers will be labeled.	6,400.00				6,400.00
Siding: Install fan fold. Install vinyl siding complete with all accessories to manufacturers spec. Siding will be 44 mil or better. Owner will select color and style. Replace all rot damaged fascia and soffit. Cut vent openings in wood soffit approx. 4' on center on flats 12" wide by 16" long to vent. Install metal fascia and vented soffit complete with accessories to manufactures spec. Fascia will be installed behind guttering and under roof edge. Install metal soffit on front porch ceiling.					
Garage: Reinstall soffit and fascia that has fell on right side of garage.					
Crawl Space: Construct a crawl space insulated door hinged with a latch. Door and frame will be constructed out of treated material.					

Bathroom: Remove existing tub and dispose of. Install a 3 piece tub shower unit complete with lever controls (Delta). Install backing for grab bars. Install grab bars, and shall be 1 1/4 to 1 1/2" in diameter, with a separation from bar to wall of 1 1/2". (see attached) install a pedestal sink complete with lever controls, shut offs and all drains. Install a 17" stool complete with seat, new supply line, wax ring, joni bolts and stool flange if needed. Replace any rot damaged flooring. Install vinyl floor covering to manufactures spec. Owner will choose style and color. Paint bathroom with 2 coats of paint Owner choose color. Install a new medicine cabinet comparable to a Zenith 24"W x 26"H White Tri-View Medicine Cabinet sold at Manards.

6,200.00

6,200.00

Windows: 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. 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).

Doors: Remove existing rear exterior door unit. Install metal half glass door unit complete with locking knobs and dead bolt. Install vinyl storm door complete with closure and chain.

1,700.00

1,700.00

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 APROXIMATE. 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: Eighteen thousand two hundred and Sixty Dollars

Contractor Name: Martin Kwik

Company Name: Mid Mission Restorations

Total Bid Amount: 18,260.00

Mailing Address: 304 east 10th St salem mo

Phone Number: 573-247-2502

Fax Number: NA

Email Address: martinKwik3@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.

Chuck Cantrell

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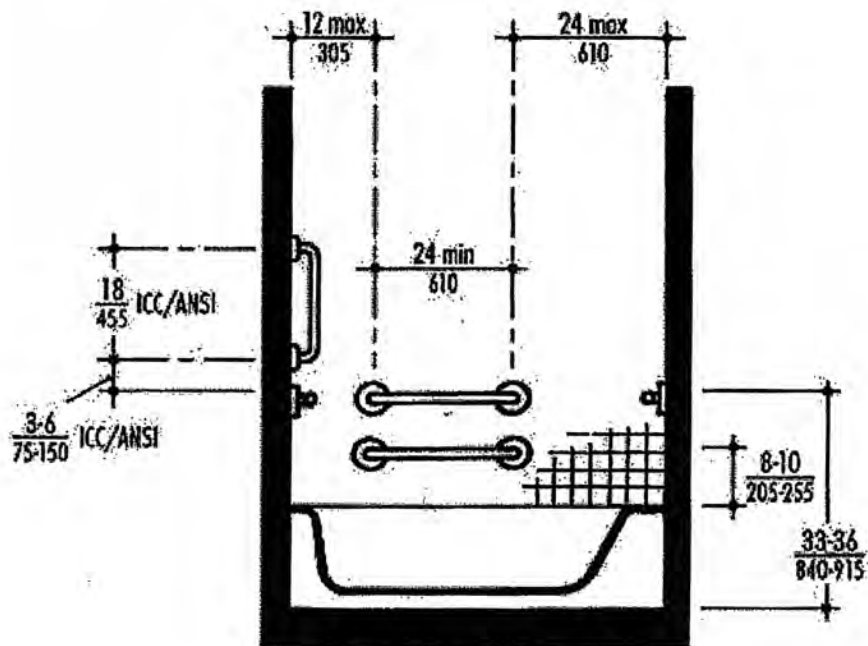


Fig. 25d Back Wall.

Staff Summary Report

MEETING DATE:	April 25, 2023
AGENDA ITEM:	New and Miscellaneous Business
AGENDA TITLE:	Resolution No. 18-2023

ACTION REQUESTED BY:	Economic Development
ACTION REQUESTED:	Welcome Home - Affordable Housing Program (AHP), (FHLB DM) Rehabilitation Contract 1004 E. 1 st . St.
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^h 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, Contractor, and City Staff are in agreement with approved bid.

FISCAL IMPACTS

Economic Development Revenue line 703-47550 will receive \$5,000 from homeowner for their required contribution plus the additional amount of \$9,200, prior to work beginning.

The contract will result in an expense to Economic Development, FHLB Grant Expenses 703-501-70550 in the amount of \$32,200.

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, as above.

SUPPORT DOCUMENTS:	Contract between the City, Contractor and Homeowner: * R. Conway Construction LLC. – Ronnie Steelman, 1004 E. 1 st St., Salem, MO 65560
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DEPARTMENT'S RECOMMENDED MOTION:	Move to Approve contract between: R. Conway Construction LLC., Ronnie Steelman, 1004 E. 1 st 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 \$32,200.
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REHABILITATION CONTRACT
For The
FHLB (Welcome Home) Housing Program

THIS AGREEMENT made and entered into this 25th day of April 2023, by and between **R. Conway Construction, LLC**, hereinafter called the "Contractor", and **Ronnie Steelman**, hereinafter called the "Owner" of property located at **1004 E. 1st St., Salem, MO**, 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 **\$32,200.00**.

(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.**

Contractor

Signature of Contractor

Date

Address

Telephone

Owner

Signature

Date

Address

Telephone

Signature of Representative

Date

Address

Telephone

ATTACHMENT A
TO CONTRACT DATED APRIL 25, 2023

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: Ronnie Steelman

Address: 1004 E First 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
Rear Porch: Remove ceiling and damaged insulation and dispose of. Repair/replace any rot damaged joist and rafters. If any mildew is present, coat with mold blocker. Install new insulation. Install new dywall, tape, finish, prime and paint 2 coats ceiling white.					\$7,000
Electrical: Install GFCI outlets in bathrooms and kitchen. Install hardwire smoke detectors with battery backup along with carbon monoxide detector to City and NEC Code. Replace kitchen ceiling light fixture with a flush mount LED light fixture bright enough to light the kitchen area. Install a led light fixture above the kitchen sink complete with a wall switch. Install light fan combo in bathroom. Fan will be vented to the exterior complete with a vent cover. Install a 3 bulb bar light fixture above the medicine cabinet in the bathroom complete with switch. Install a 200 amp service complete with box and breakers. All breakers will be labeled.					\$1,500 ⁰⁰
Siding: Install fan fold. Install vinyl siding complete with all accessories to manufacturers spec. Siding will be 44 mil or better. Owner will select color and style. Replace all rot damaged fasica and soffit. Cut vent openings in wood soffit approx. 4' on center on flats 12" wide by 16" long to vent. Install metal fasica and vented soffit complete with accessories to manufactures spec. Fasica will be installed behind guttering and under roof edge. Install metal soffit on front porch ceiling.					\$6500 ⁰⁰
Garage: Reinstall soffit and fasica that has fell on right side of garage.					\$400 ⁰⁰
Crawl Space: Construct a crawl space insulated door hinged with a latch. Door and frame will be constructed out of treated material.					\$300 ⁰⁰

Bathroom: Remove existing tub and dispose of. Install a 3 piece tub shower unit complete with lever controls (Delta). Install backing for grab bars. Install grab bars, and shall be 1 1/4 to 1 1/2" in diameter, with a separation from bar to wall of 1 1/2". (see attached) Install a pedestal sink complete with lever controls, shut offs and all drains. Install a 17" stool complete with seat, new supply line, wax ring, joni bolts and stool flange if needed. Replace any rot damaged flooring. Install vinyl floor covering to manufactures spec. Owner will choose style and color. Paint bathroom with 2 coats of paint Owner choose color. Install a new medicine cabinet comparable to a Zenith 24"W x 26"H White Tri-View Medicine Cabinet sold at Manards.

\$6,000

Windows: 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. 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).

\$10,000

Doors: Remove existing rear exterior door unit. Install metal half glass door unit complete with locking knobs and dead bolt. Install vinyl storm door complete with closure and chain.

\$500⁰⁰

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:

NINE ~~THIRTY~~ THOUSAND TWO HUNDRED

Contractor Name:

Randy Conroy

Company Name:

R-Conroy Construction LLC

Mailing Address:

249 Oak Street Salem

Phone Number:

573-247-6468

Fax Number:

Email Address:

randy.conroy105@gmail.com

Delivery Date:

3-28-23

Total Bid Amount:

\$29,200⁰⁰ (PC)

32,200?

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.

Chuck Cantrell

From: Chuck Cantrell
Sent: Wednesday, February 15, 2023 11:33 AM
To: Chuck Cantrell
Subject: tub

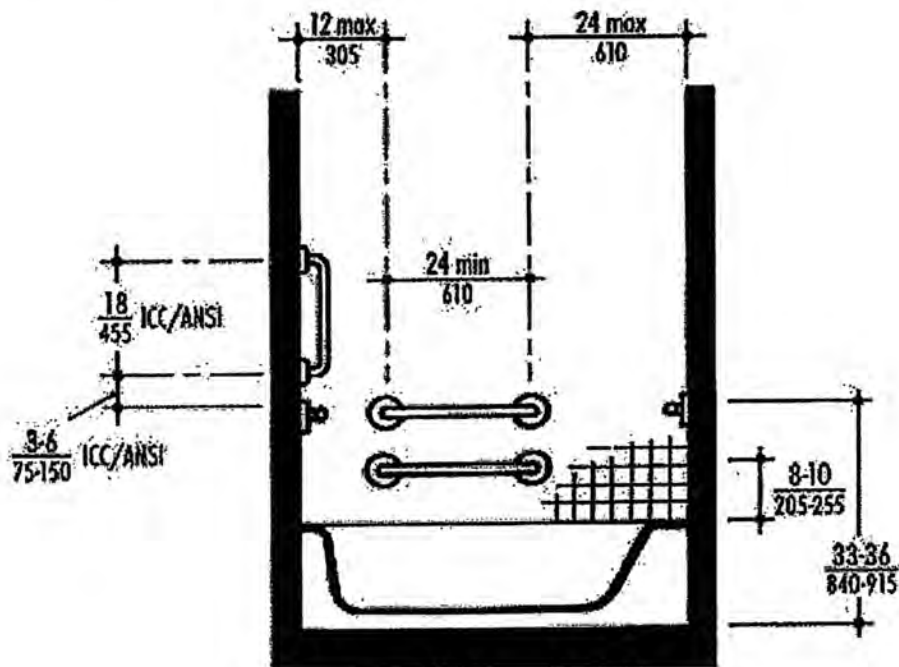


Fig. 25d Back Wall.

Staff Summary Report

MEETING DATE:	April 25, 2023
AGENDA ITEM:	New and Miscellaneous Business
AGENDA TITLE:	Resolution No. 19-2023

ACTION REQUESTED BY:	City Administrator/ Public Works
ACTION REQUESTED:	Approval of Agreement with Ameren Missouri for use of Electric Poles for their AMI system for Natural Gas Service
SUMMARY BY:	Sally Burbridge

PROJECT DESCRIPTION / FACTS

A representative for Ameren Missouri first reached out to the City in mid-November to discuss the implementation of an automated metering system for their natural gas customers in the City of Salem. To implement their system, Ameren is requesting the ability to install a wireless unit to transmit metering data on 14 of the City's utility poles.

With guidance from MPUA and utilizing Rolla Municipal Utility's agreement with Ameren for the same use as a beginning template, the attached agreement was reached.

This is an initial 10-year term with two 5-year options (20 years total). Ameren is agreeing to pay both an annual pole attachment fee per pole and a basic electric service per the City of Salem's utility policies per attachment/pole. Ameren will be billed monthly for the Utility Services and annually for the pole usage.

The agreement before you has been reviewed and edited by both Attorney Weber and a member of Ameren's legal team.

PROCUREMENT

N/A

FISCAL IMPACTS

As a new contract and situation, this item is not budgeted. There were expenses incurred of \$4,383.90 to purchase 15, 120-volt meters specifically for Ameren's use (plus one spare) and these will be expensed to line item #501-501-46100 in the Electric budget.

This agreement will also result in additional revenue moving forward to line #501-46390 Rents and Royalties of \$280/month or \$3,360 annually and also result in additional revenue in electricity sold.

SUPPORT DOCUMENTS:	Ameren Pole Attachment Agreement Spreadsheet of poles to be used
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DEPARTMENT'S RECOMMENDED MOTION: Move to Approve the Ameren Agreement for Use of City utility poles.

RESOLUTION NO. 19-2023

A RESOLUTION AUTHORIZING THE MAYOR TO ENTER INTO AN AGREEMENT BETWEEN THE CITY OF SALEM, MISSOURI (CITY) AND UNION ELECTRIC COMPANY D/B/A AMEREN MISSOURI, A CORPORATION OF THE STATE OF MISSOURI (AMEREN).

WHEREAS, The City of Salem, Missouri agrees to enter into an agreement with Ameren Missouri for the use of city electric poles for AMI system use for natural gas service as described in the Agreement to Make Attachments of Wireless Facilities to Poles attached hereto.

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

Section 1.

Ameren shall pay to the City a pole rental for said attachments on the City's poles at the annual rates from the date of execution of this Agreement and thereafter through the remainder of the initial term of the pole agreement as follows:

Micro Attachments:

- A) Initial 10-year term (Effective date to December 31, 2032): \$20.00 per attachment.
- B) First 5-year renewal term (January 1, 2033, through December 31, 2037) \$25.00 per year per attachment.
- C) Second 5-year renewal term (January 1, 2038, through December 31, 2042): \$30.00 per year per attachment.

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 25th DAY OF APRIL 2023.

APPROVED:

ATTEST:

**Greg
Parker
Mayor**

**Tammy Koller
City Clerk**

APPROVAL AS TO FORM:

**James K. Weber
City Attorney**

AGREEMENT TO MAKE ATTACHMENTS OF WIRELESS FACILITIES TO POLES

THIS AGREEMENT ("Agreement") MADE AND ENTERED IN TO THIS 25th day of April 2023, by and between the City of Salem, ("City") Missouri, a municipality of the fourth class; and Union Electric Company d/b/a Ameren Missouri, a corporation of the State of Missouri, hereinafter called "Ameren".

NOW THEREFORE, in consideration of the following mutual covenants, the Parties hereto agree to the following:

1. Definitions. The following definitions shall apply to this Agreement (whether used in the plural or singular form):

- A. "Attachments" - transmitters, receivers, antennas, cables, power supplies, control devices and related enclosures and hardware, but not including lines or other attachments that extend to or physically connect to more than one pole or structure.
- B. "Micro-Attachments" - an Attachment that: (1) is not larger in dimension than 14 inches tall, 12 inches wide, and 12 inches deep, with 18 inches of antennas on the top and bottom, up to 24 inches of antennas, for a maximum of 1.5 cubic feet, (2) and no ground equipment.
- C. "Poles" - an electrical distribution system pole solely owned and controlled by City for the distribution of electricity where all conductors on the pole are operating at less than 600 Volts.
- D. "Small Attachments" - an Attachment that is larger than a "Micro-Attachment," but both not greater than (1) combined 7 cubic feet in volume for all equipment to be installed on the pole and (2) any equipment does not extend more than 36" above the existing height of the Pole, and no ground equipment.
- E. "City Utility Standards" - collectively the National Electrical Safety Code as the same may be revised from time to time, the requirements on Ameren from this Agreement, and such other nondiscriminatory, generally applicable City Utilities electric standards and specifications as it may require or be applied for use of its Poles or other interactions with City Utilities and that have been provided to Ameren in writing.

2. The City and Ameren, in consideration of the promises, covenants, commitments, undertakings, conditions, obligations and grants hereinafter recited or provided for, have agreed and do hereby agree that Ameren is granted permission by the City to use certain Poles for the purpose of installing, modifying, operating, and maintaining Attachments for communication purposes pursuant to the requirements herein to transmit or receive radio signals solely for the purpose of providing automated meter reading services to Ameren and/or successors of Ameren. The space approved by the City to Ameren on the Poles and as described in each Attachment application may include, subject to City approval, space on the Poles, pole tops as they may be available, and extenders and brackets, sufficient for the installation, operation, and maintenance of the Attachments. This Agreement is applicable only to Poles approved by the City for use under this Agreement, now existing or hereafter erected, and nothing in this Agreement shall grant Ameren with the right to attach to other City assets or poles, or to attach to poles or assets owned by third parties.

3. Any and all such Attachments are to be made in accordance with the City's Standards. Before making any such Attachments, Ameren must first make written application to the City for a permit in the form

of Exhibit "A", attached hereto and made a part hereof, and shall make no such Attachments unless and until the City issues a properly executed permit therefore, and there has been compliance with all other conditions set out in this Agreement. If any of the City's Poles are inadequate to support the additional facilities in accordance with City Standards and the City nevertheless determines that it is willing to permit the attachment of Ameren's equipment to such Poles, it shall indicate on said application, the changes necessary to allow the attachment and shall return the application to Ameren; and if Ameren still desires to make the Attachments, it shall return the application to the City indicating thereon such desire, and the City shall then replace such inadequate Poles with suitable Poles. No approval granted by the City shall be valid for more than 60 days unless otherwise expressly provided. Ameren shall reimburse the City for cost and expense, thereof attributable to the increased cost of the larger Poles and of other alterations, the remaining unused life value of the Poles removed, the cost of removal of the Poles, and the expense of transferring the City's facilities from the old Poles to the new Poles; Ameren shall further compensate any other owner of facilities for expenses to be incurred in transferring its facilities. If requested by Ameren, the City shall provide evidence of such costs and expenses, and calculations of such cost and expenses. Where Ameren's Attachments are made to existing Poles by rearranging the facilities thereon, Ameren shall compensate the City and any other owner of facilities on such Poles for the full expense incurred in rearranging such facilities. Ameren shall reimburse the City for any expense in strengthening such Poles by guys, anchors, or other means in order to permit the attachment of Ameren's equipment. All requirements for the reimbursements under this Agreement shall become due and owing upon thirty (30) days of such required replacement, rearrangement, or strengthening of such Poles.

4. In the event that it is necessary to make any changes in or to add to the City's Facilities or those of any other owner of facilities, after having obtained written consent of such other owners of Facilities, for the purpose of allowing the Ameren to make Attachments, the City shall advise Ameren, on Ameren's written request, of the terms and conditions upon which permission may be granted for making said Attachments.

5. This Agreement covers Attachments as authorized herein and in no manner shall be construed as permission for use or contact with any facilities other than those authorized pursuant to this Agreement. No license under this Agreement shall extend to any of the City's higher voltage (primary) distribution or transmission facilities, unless this is waived by the City based on conditions allowed for a particular location. Attachments to steel or aluminum poles/facilities are not covered by this Agreement, unless a waiver is provided by the City based on conditions allowed for a particular location. Ameren is advised that certain risks may be present in the installation, operation, and maintenance of Ameren's Attachments, including but not limited to the presence of energized electric lines. Ameren shall ensure that any work performed by Ameren, its agents, or contractors, shall be performed with full knowledge and acceptance of the risks involved. Ameren shall promptly notify the City of any damage of any kind caused to the Poles, the City's Attachments located on the Poles, and any facilities located on City assets of which Ameren is aware, whether directly or indirectly associated with Ameren's use or activities. Prior to making any repairs or conducting maintenance work on its Attachments to the City's Poles that alters, adds, or removes Attachments from property or Attachments of the City, Ameren shall provide written notice to the City with a plan which fully describes the Attachments on which the repair or work will be conducted and the nature of the repairs, maintenance, or work. Such notice shall be provided to the City at least five (5) days prior to such repairs, maintenance, or work, except in the case of emergency repairs, in which case notice shall be delivered as soon as practical after such repairs are completed. Minor alterations may be approved by the City by a bulk approval authorizing multiple future alterations where the purpose of this Agreement is satisfied. Ameren shall not be

authorized to install any new poles or excavations.

6. If Ameren desires to remove or abandon any Attachment(s), notices of such removal or abandonment shall be given to the City, identifying which Attachments are to be removed or abandoned in the form of Exhibit "B," attached hereto and made a part hereof. Notwithstanding anything to the contrary herein, each Attachment may be terminated prior to the expiration of the Term of this Agreement at any time, without cause, by Ameren, which shall be deemed effective after approval of a permit (Exhibit "B") for such removal and completion of the removal satisfying all obligations of Ameren including but not limited to payment of any past due fees or costs. Following termination of a specific Attachment, Ameren shall not be liable for any future Pole Fee for that Attachment effective on such termination. The removal of a specific Attachment shall not affect any other Attachments and this Agreement shall otherwise remain in full force and effect as to the other Attachments.

7. If the City decides to utilize the National Joint Use Notification System (NJUNS) or a similar system to coordinate notifications of pole replacements, attachment changes, and similar work, upon written notice from the City to Ameren of such election by the City, Ameren will be required to utilize such system also for such coordination associated with poles owned by the City.

8. Ameren shall pay to the City a pole rental for said attachments on the City's poles at the annual rates from the date of execution of this Agreement and thereafter through the remainder of the Initial Term of this Pole Agreement as follows:

Micro Attachments:

- A) Initial 10-year term (Effective date to December 31, 2032): \$20 per year per attachment
- B) First 5-year renewal term (January 1, 2033 through December 31, 2037): \$25 per year per attachment
- C) Second 5-year renewal term (January 1, 2038 through December 31, 2042): \$30 per year per attachment

The rent amount shall be payable in advance each year this agreement is in effect. On January 1 of each year, the City will render an invoice to Ameren for advance annual rental for all attachments then permitted, that will be intended to cover the subsequent 12-month period (i.e.: January 1, 2024 invoice will be applicable for January 1, 2024 to December 31, 2024). Payment of such invoices shall be made within thirty (30) days from the date of delivery. A carrying charge of one and one-half percent (1.5%) per month shall accrue on any outstanding balance owed the City after thirty (30) days.

- A. If Ameren maintains Attachments after the Expiration Date, and the City has not given Ameren notice to remove the Attachments, the rental for each Pole shall become \$5.00 per month per Pole for each Attachment in place on the first calendar day of each calendar month, payable in arrears on the last working day of each calendar month.
- B. If Ameren maintains Attachments after the Expiration Date, and the City has given Ameren notice to remove the Attachments, the rental for each Pole shall become \$5.00 per day per Pole, payable in arrears on the last day of each calendar month, for each Attachment remaining after the deadline in the notice to remove the Attachments.
- C. If the City discovers future Attachments were installed without a permit (per Exhibit "A"),

Ameren shall submit the same documentation as required in advance of installing an attachment, within fifteen (15) days of notification by the City, and the Attachment shall be billed at the same rates as other Attachments plus a one-time charge of \$100.00. If Ameren fails to provide such necessary documentation within fifteen (15) days of notification, such Pole Fee shall be \$10.00 per day per Pole until that Attachment is removed or the documentation approval by the City is granted.

9. Ameren shall construct and maintain a metered connection for any and all power source(s) that are required for the operation of Ameren's facilities. The City shall be the electric supplier and the metered connection(s) shall be made and maintained in accordance with all City standards and City Codes at the current rates set by the City's Board of Aldermen. Payment by Ameren for electric usage shall be made on a monthly basis in accordance with the City's Utility Policies. The City will not provide any guarantee or level of service expectation for the electric service. In the event of an interruption to electric service, the City will endeavor to restore service as soon as reasonably practical, the City will have sole discretion on the timing of when service is restored.

10. The City assumes no responsibility for securing any franchise, rights-of-way, permits or easements for the making and maintaining of such Attachments over, across, or along streets, alleys, roads or privately or publicly-owned property, or permission to make such Attachments to the poles of others, but Ameren assumes the duty and responsibility of securing the same. The permission herein granted is likewise subject to all laws, ordinances, and regulations now in force or which may hereafter be enacted or promulgated by any governmental body or agency having jurisdiction. The City shall in no way be responsible for the construction, operation or performance of Ameren's system or any part thereof. No license granted under this Agreement shall apply if the placement of Ameren's Attachments would result in a forfeiture of the right of the City to occupy the property affected. If the existence of Ameren's Attachments on the City's Poles would cause a forfeiture of the right of the City to occupy such property or is forbidden by governmental authorities or property owners, Ameren agrees to remove such Attachments forthwith upon notification by the City. If said Attachments are not so removed, the City may perform or have performed such removal without liability on its part. Ameren agrees to pay the City, its agents or contractors, the cost thereof.

11. In the event that the installation of Ameren's proposed Attachments would interfere with Attachments already in place belonging to the City or others, the location and method of attachment of Ameren's facilities shall be remedied by Ameren, subject to review by the City and as determined reasonable by the City and subject to the rights of other owners of those facilities or Attachments already in place as covered in existing contracts by and between such owner and the City. If the facilities owned by Ameren create RF emissions that may be of concern to the City, Ameren shall provide the City information regarding the potential harm associated with RF emissions, including training on how to test for and safely deal with potential RF emissions. If the equipment would pose potential harm to City employees working on or around the Pole(s) with Ameren equipment, Ameren will be required to install adequate means of disconnecting the equipment to allow for such work. If Ameren's equipment would need to be turned off, the City will make a reasonable effort to notify Ameren but will be under no obligation to provide such notice or be liable for issues associated with disconnecting the equipment if necessary.

12. Except as otherwise provided by law, the City reserves the right to deny Ameren access to any Pole, conduit, particular location, or other City assets, on a non-discriminatory basis, where there is

insufficient capacity on or in City's Poles, conduits, or other assets or for reasons of safety or public welfare, reliability, interference with existing or anticipated uses, or generally applicable engineering standards, or failure to comply with all applicable codes and regulations of the City; provided that before the City denies access based on insufficient capacity, the City shall explore potential accommodations in good faith and take all reasonable steps to accommodate Ameren's request for access, which are not otherwise inconsistent with applicable law. In the event that the City ultimately denies access to a Pole, conduit, or other City asset, the City's decision shall be final and Ameren's sole remedy under this Agreement shall be termination of this Agreement as provided for in Section 37. No license under this Agreement shall extend to any of the City's higher voltage (primary) distribution or transmission facilities (those distribution or transmission facilities which operate at or higher than 600 Volts) pursuant to Section 5.

13. It shall be the sole responsibility of Ameren to take reasonable measures to protect and defend its Facilities from harm or damage, including from trees and related root systems. If Ameren fails to accurately or timely locate Facilities in accordance with the applicable requirements, Ameren shall be responsible for any damage resulting therefrom, except to the extent the resulting damage is due to the intentional or negligent conduct of another, if wholly outside the control or privity of Ameren. Ameren and its agents shall exercise proper care and discretion in cutting and trimming said trees and all parts thereof and further provided that such actions of Ameren shall continue to be subject to prior written authorization and requirements of the City.

14. Ameren's Attachments to said Poles shall be made and maintained by Ameren at Ameren's expense in a place and manner satisfactory to the City; and, upon receipt of notice from the City that said Attachments interfere with the City's property or any relocation, removal or rearrangement thereof, or endanger the public or its employees, Ameren shall, at its own expense, alter, re-arrange, re-route, improve, repair or remove said Attachments in such manner as the City may direct.

15. Ameren agrees to take reasonable precautions, by the installation of protective equipment or otherwise, to protect all persons and property against injury or damage that may result from Ameren's Attachments to Poles. If, in the City's opinion, Ameren has not taken such reasonable precautions, the City shall notify Ameren in writing of its concerns, and Ameren shall have ten (10) working days from the date of such notice to correct the problem. If Ameren fails to correct the problem in a manner acceptable under industry standards and in accordance with the City's Standards, then the City may have such problems corrected by a third party and Ameren shall be liable to pay for such work. However, the City shall not be considered in any way responsible for the adequacy or inadequacy of such precautions of Ameren.

16. The City reserves to the right, its successors and assigns, the right to maintain its Poles and to operate its facilities thereon in such manner as will best enable it to fulfill its own service requirements. The City shall not be liable to Ameren, its customers, subleases, or any others, for any interruptions or service to Ameren or any sub-lessee, or for interference with the operation of Ameren's or any sub-lessee's Attachments arising in any manner out of the use of the City's Poles hereunder or the poles of others to which the City's facilities are attached, and Ameren shall indemnify, defend (with counsel acceptable to the City), protect and save harmless the City, its officials, officers, employees, attorneys, and agents, from and against any and all causes of action, claims, demands, suits, judgments, liabilities, loss, all contractual damages and losses, economic damages and losses, all other damages and losses, including punitive damages, penalties, administrative and judicial proceedings and orders, remedial actions of any kind court costs and expenses of

any kind, including attorneys' fees and costs of defense arising, directly or indirectly, in whole or in part, from the action or inaction of Ameren, its agents, sub-lessees, representatives, employees, contractors, subcontractors or any other person for whose acts Ameren may be liable, in constructing, operating, using, maintaining, repairing, restoring or removing Facilities, or in carrying on Ameren's business or operations in the City, or out of the fact that the City entered into this Agreement with Ameren, the rights granted to Ameren, or the activities performed, or failed to be performed, by Ameren under this Agreement, or otherwise, except to the extent arising from or caused by the sole or gross negligence or willful misconduct of the City, its elected or appointed officials, officers, employees, agents or contractors, or as otherwise may be limited by law in any manner arising therefrom. In the event a City Pole is unexpectedly damaged and needs to be repaired or replaced, the City will have sole discretion as to the timing and methods of such repair and/or replacement work. Depending upon the extent of the damage and work to take place, Ameren's or any sub-lessee's equipment may or may not be available for operation by Ameren. If the City determines that a Pole needs to be replaced in advance of any loss of service, the City will contact Ameren to coordinate the future replacement work.

17. Ameren (and any sub-lessee) assumes the risk of liability for and shall indemnify, defend, protect and save harmless the City with respect to all communications transmitted over Ameren's system and any other operations of Ameren which may be permitted by federal law and not otherwise prohibited by this Agreement, from and against any and all claims and suits for damages, including but not limited to the following: punitive damages, for invasion of privacy, for antitrust, for negligence, for theft, for fire, for loss for infringement of copyright, service mark or other intellectual property right of any person whether or not any act or omission complained of is authorized, allowed, or prohibited by this Agreement, for libel and slander, for business disparagement, for any other type of unauthorized use, and from and against all claims and suits for infringement of patents with respect to the manufacture, use and operation of Ameren's or sub-lessee's equipment in combination with the City's Poles.

18. Ameren assumes the risk of liability for and shall indemnify, defend, protect and save harmless the City from and against any and all claims, damages (including punitive damages), suits, judgments, liabilities, loss, court costs and expenses, including attorneys' fees or whatsoever kind or character and for damages to or loss of any property whatsoever and injury to or death of any person or persons whatsoever, including but not limited to employees, sub-lessees, agents, contractors, and customers of Ameren, the City, and other lessees, which may in any manner arise out of or be caused by the installation, operation, maintenance, presence, use, rearrangement or removal of Ameren's or any sub-lessee's Attachments or by the proximity of the respective cables, wires, apparatus and equipment of Ameren or any sub-lessee, the City, and other lessees, or by reason of any negligence of Ameren on or in the vicinity of the City's Poles, or on the poles of others to which the City's facilities are attached. It is not the intent of the City and Ameren, that Ameren assume any liability of the City or other lessees that does not arise out of or is not connected with the installation, operation, maintenance, presence, use, rearrangement, or removal of Ameren's facilities.

19. The indemnification, duty to defend, and hold harmless obligations set forth in Sections 18-20 of this Agreement shall survive after the date of expiration or termination of this Agreement. Any payments, compensation or reimbursements required by Ameren pursuant to Sections 18-20 or otherwise required under this Agreement shall accrue interest from and after the date due or obligated at one and one-half percent interest per month until paid.

20. In the event that the installation or operation of Ameren's system, or any part thereof, or any other operations of Ameren which may be permitted by federal law and are not otherwise prohibited by this Agreement, interferes with telephone, telegraph, radio or television reception or other regularly used communication or signaling arrangements, Ameren shall immediately proceed to eliminate, at its expense, the cause of such interference by altering, rearranging, changing or removing the installation or operation of its system. If it is determined that such interference has been caused by improper installation or operation of Ameren's system or any other operations of Ameren, and the determination was made by the City at its expense, Ameren shall reimburse the City for any expenses incurred by it in connection therewith.

21. Ameren shall secure and maintain, through the term of this Agreement, insurance satisfactory to the City with a reputable, qualified, and financially sound company licensed to do business in the State of Missouri, and unless otherwise approved by the City, with a rating by Best of not less than "A," that shall protect Ameren and the City, along with the officials, officers, and employees of the City from claims which may arise from operations under this Agreement, whether such operations are by Ameren, its officers, directors, sub-lessees, employees, and agents, or any other subcontractors of Ameren. This liability insurance shall include, but shall not be limited to, coverage in amounts at least as follows:

A. Workers' Compensation Insurance: Such coverage as may be required by the Worker's Compensation Insurance and safety laws of the State of Missouri, and amendments thereto.

B. Commercial General Liability: \$3,000,000 combined single limit per occurrence for bodily injury and property damage Liability.

C. Business Automobile Liability: Insuring owned, non-owned and hired autos with limits of \$3,000,000 combined single limit per accident for bodily injury and property damage liability.

D. Umbrella Excess Liability: Line is of not less than \$4,000,000 combined single limit in excess of the above-referenced Commercial General Liability and Business Automobile Liability.

Provided that the minimum insurance coverage limits established herein shall at all times be not less than the sovereign immunity limits as established by RSMo. §537.610, or its successor, and shall automatically increase as may be necessary to maintain not less than the amounts set forth in that statute. Ameren shall maintain on file with the City, and prior to a party making any Attachments shall deliver to the City, a certificate of insurance naming the City as an ADDITIONAL INSURED with full and equivalent coverage as the insured. Ameren shall provide evidence that the required insurance is in force and will not be canceled without first giving the City thirty (30) days prior written notice.

22. Ameren or sub-lessee(s) shall have no remedy or recourse whatsoever against the City for any loss, cost, expense, or damage arising from any of the provisions or requirements of this Agreement, or because of the enforcement thereof by the City, or for the failure of the City to have the authority to grant, all, or any part, of the rights herein granted; provided that Ameren expressly acknowledges that it accepted the rights herein granted in reliance upon its independent and personal investigation and understanding of the power or authority of the City to enter into the Agreement herein with Ameren; provided further that Ameren acknowledges by its acceptance of said Agreement that it has not been induced to enter into this Agreement upon any understanding, or promise, whether given verbally or in writing, by or on behalf of the

City, or by any other person concerning any term or condition of this Agreement not expressed herein; provided further that Ameren acknowledges by the acceptance of this Agreement that it has carefully read the provisions, terms, and conditions hereof and all incorporated provisions and is willing to, and does accept, all of the risk attendant to said provisions, terms, and conditions. Nothing in this Agreement shall be deemed to waive the City's sovereign immunity or limit Ameren from exercise of the remedies expressly authorized herein nor prevent Ameren from seeking specific performance of the notice requirements herein.

23. AMEREN ACKNOWLEDGES THAT THE CITY (NOR ANYONE ON THE CITY'S BEHALF) HAS NOT MADE, DOES NOT MAKE, AND SPECIFICALLY NEGATES AND DISCLAIMS ANY REPRESENTATIONS, WARRANTIES, PROMISES, COVENANTS, AGREEMENTS, OR GUARANTIES OF ANY KIND OR CHARACTER WHATSOEVER, WHETHER EXPRESS OR IMPLIED, ORAL OR WRITTEN, PAST, PRESENT, OR FUTURE, OF, AS, TO, CONCERNING, OR WITH RESPECT TO:

- (a) THE VALUE, NATURE, QUALITY, PHYSICAL, OR OTHER CONDITION OF POLES;
- (b) THE SUITABILITY OF POLES FOR ANY ACTIVITIES AND USES WHICH AMEREN MAY OR PLANS TO CONDUCT ON POLES;
- (c) THE COMPLIANCE OF OR BY POLES OR THEIR OPERATION WITH ANY LAWS, RULES, ORDINANCES, ORDERS, DECISIONS, OR REGULATIONS OF ANY APPLICABLE GOVERNMENTAL AUTHORITY OR BODY;
- (d) THE HABITABILITY, MERCHANTABILITY, OR FITNESS FOR A PARTICULAR PURPOSE OF POLES;
- (e) THE MANNER OR QUALITY OF THE CONSTRUCTION OR MATERIAL INCORPORATED INTO POLES;
- (f) THE MANNER, QUALITY, STATE OF REPAIR, OR LACK OF REPAIR OF POLES; OR
- (g) ANY OTHER MATTER WITH RESPECT TO POLES AND, SPECIFICALLY, THAT THE CITY HAS NOT MADE, DOES NOT MAKE, AND SPECIFICALLY DISCLAIMS ANY REPRESENTATIONS REGARDING COMPLIANCE WITH ANY ENVIRONMENTAL LAW, PROTECTION. POLLUTION, LAND USE, ZONING, DEVELOPMENT, OR IMPACT LAWS, RULES, REGULATIONS, ORDERS, DECISIONS, OR REQUIREMENTS.

24. Ameren shall not assign, transfer, or sublet any of the rights herein granted without the written consent of the City having first been obtained. Such consent shall not be unlawfully withheld by the City, provided that Ameren and any such sublease(s) shall be jointly and severally liable to the City for any damages or costs incurred by the City arising from such sublicense or the rights granted in the sublicense. The parties agree and acknowledge that, notwithstanding anything in this Agreement to the contrary, certain equipment deployed by Ameren pursuant to this Agreement may be owned and/or operated by Ameren's third-party wireless carrier customer s ("Carriers") and installed and maintained by Ameren pursuant to license agreements between Ameren and such Carrier s but provided only if (i) Ameren shall remain responsible and liable for all performance obligations under the Agreement with respect to such equipment, (ii) Ameren shall be the responsible point of contact regarding such equipment, and (iii) Ameren shall not grant any right of access to such equipment. In the event that sub-lessee does not have a separate agreement, nothing in such sublicense arrangement shall be deemed to constitute a claim by sublessee(s) that may have been legally granted access to the political subdivision's rights-of-way under 67.1842 RSMo.

25. Nothing herein contained shall be construed to confer upon Ameren any property rights in the City's Poles or other distribution Facilities or to compel the City to maintain said Poles or other distribution

facilities longer than the business of the City requires in the sole judgment of the City. However, before removing any Pole on which Ameren has equipment, the City shall notify Ameren in writing of said intent and give thirty (30) days notification before removing said Pole.

26. The City reserves the right to remove at Ameren's expense said Attachments or any part of them upon failure of Ameren to comply with any of the conditions hereof, after having given Ameren written notice of the nature of the problem and thirty (30) working days from the date of the notice to correct said condition. The permission granted in this Agreement shall thereupon terminate as to the Attachments to be removed.

27. This Agreement is subject to all existing contracts as hereafter amended or revised and future agreements by and between the City and other lessees.

28. The Term of this Agreement shall commence on the date when the last of the parties hereto has executed this Agreement (the "Effective Date"), as indicated by the dates shown by the parties' respective signatures and shall continue for a term through December 31, 2032. The ten-year period from the Effective Date through December 31, 2032, shall be the Initial Term of this Agreement. If this Agreement is automatically renewed pursuant to Section 33 of this Agreement, then the Expiration Date becomes the last day in such five-year renewal Term. If Ameren maintains any Attachments after the Expiration Date, then this Agreement shall convert to a month-to-month term to allow for wind-up of Ameren's affairs and the removal of the Attachments. All provisions relating to the payment of money and remedies afforded the City in this Agreement shall survive the Expiration Date and any subsequent month to month wind-up terms. Notwithstanding the Term of this Agreement, if Ameren and/or Ameren MO fails to provide services in the area covered by this Agreement or the City does not renew the Ameren MO natural gas franchise agreement to provide services within the area covered by this Agreement, then all of Ameren's rights, privileges and authorizations under this Agreement, including all licenses issued hereunder, shall automatically terminate as of the date the franchise agreement expires or the date following the final day that such services are provided, whichever the case may be.

29. Within ninety (90) days after the termination or expiration of this Agreement, or the termination of Ameren's permission to maintain Attachments under this Agreement, Ameren shall remove its equipment and any accessories installed therewith from the City's property.

30. This Agreement may be extended for up to two additional five-year Renewal Terms at the same terms and conditions, except for the increase in the annual rate as described in Section 8 of this Agreement. These five-year Renewal Terms shall take place automatically unless either party delivers written notice in the manner specified in Section 36 of this Agreement, its intent to not renew at least one hundred twenty (120) days prior to the Expiration Date of the Initial Term or any Renewal Term. Under no circumstances will the City's grant to Ameren to attach to the City's Poles extend for longer than twenty (20) years from the Effective Date of this Agreement.

31. Notwithstanding any other provision of this Agreement, if the parties are engaged in active negotiation of an extension of this Agreement or the adoption of a new Agreement covering the same Poles upon the expiration or termination of this Agreement, this Agreement will be extended for up to 90 days with the rate to be charged based on a full year.

32. This contract shall be governed by the laws of the state of Missouri and Dent County, Missouri, shall be the proper venue for any litigation that may arise as a result of this agreement. If any of the provisions of this Agreement shall be deemed or declared to be unenforceable, invalid, or void, such provision shall be ineffective only to the extent of such unenforceability, invalidity or voidability and shall not impair any of the other provisions in this Agreement which shall be enforced in accordance with their respective terms.

33. All notices, requests, waivers and other communications hereunder shall be in writing and signed by the party (if the party is a corporation, officers' signatures are required) giving same and must be given by mailing same by registered or certified U.S. mail, postage prepaid, addressed to the party to whom given at its address indicated below and shall be effective on mailing thereof regardless of the time of actual delivery. Addresses for notices are as follows:

Ameren Missouri Company	City of Salem
1901 Choteau	400 N. Iron St.
St. Louis, Missouri 63166	Salem, Missouri 65560

Addresses may be changed, and additional copies required served of all such notices, requests, waivers, and other communications, by notice given in accordance with this paragraph.

34. Failure of the City to enforce or insist upon compliance with any of the terms or conditions of this Agreement, or to give notice or declare this Agreement or the rights hereunder terminated, shall not constitute a general waiver or relinquishment of any of the terms or conditions herein contained, but the same shall be and remain at all times in full force and effect. Termination of this Agreement acts as a termination of the license issued hereunder. Either party may terminate this Agreement, at any time by providing written notice to the other party one hundred and eighty days (180) in advance of termination, or at least thirty (30) days written notice if due to a denial of access to the City's Poles, conduits, of other assets pursuant to Section 14. Ameren shall continue to pay fees to the City pursuant to the terms of this Agreement until the effective date of the termination, until all Attachments are removed, or the entire system is removed, whichever is later. Ameren shall remove all Attachments and the system within one hundred eighty (180) days of the effective date of the termination at its sole cost and expense. If Ameren fails to remove such Attachments and the system within the time allotted, the City may remove the Attachments and the system at Ameren's sole cost.

35. The City shall be entitled to enforce this Agreement through all remedies lawfully available, and Ameren shall pay the City its costs of enforcement, including but not limited to reasonable attorneys' fees.

36. Ameren shall pay all fees, taxes, and assessments lawfully levied by the City on its own property within the City or on business or transactions undertaken within the City, including but not limited to real and personal property taxes, business license taxes, sales taxes, video service provider fees, and other applicable taxes or fees imposed by the City. Ameren shall be subject to audit by the City and shall itemize by category or service the amount received and taxes paid for services provided by Attachments in the City. Such taxes shall be in addition to the compensation provided herein.

37. If federal, state, or local laws or regulations and / or binding judicial interpretations thereof pertaining solely to safety considerations for the Attachments, Poles, or this Agreement shall change after the effective date of this Agreement, Ameren and the City shall agree to discuss what impacts those changes have on the implementation of this Agreement and the associated Attachments and update the Agreement accordingly, if necessary.

IN WITNESS WHEREOF, the parties hereto have caused these presents to be executed in duplicate by their respective officers thereunto duly authorized and their appropriate seals to be affixed hereto the day and year first above written.

CITY

By _____
Mayor

Date _____

ATTEST:

By _____

Ameren Missouri Company

By _____

Title _____

Date _____

ATTEST:

By _____

EXHIBIT "A"

APPLICATION, CONDITIONS AND PERMIT TO MAKE ATTACHMENTS OF WIRELESS FACILITIES TO POLES
OWNED BY CITY

APPLICATION

In accordance with the terms of our agreement date of _____, 2023,
application is hereby made for permission to make attachment of _____

_____ facilities to _____ (quantity) of City's poles in and in the vicinity of Salem, Missouri, at the locations
shown on the map attached.

Ameren _____ Date _____, 2023 _____

By _____ By _____

Title _____ Title _____

Two (2) signatures are required.

CONDITIONS

In order to provide space on the poles set forth above, it will be necessary for the City of Salem to
make the following changes in its distribution system:

_____.
The approximate cost of doing this work is \$_____, and, if this meets with
your approval, please indicate your acceptance in the space provided. After receipt of your acceptance, we
will proceed to make such changes, billing you for the cost thereof upon completion of the work.

ACCEPTED:

Ameren:

By _____

Title _____

Date _____, 2023

PERMIT

CITY of Salem

By _____

Title _____

Date _____, 2023

Permission is hereby granted to Ameren to make attachments to the poles at the locations set forth in the above application.

Inventory of Poles used by Ameren

Previous Balance	Added by this Permit	New Balance

RECEIPT OF APPLICATION ACKNOWLEDGED:

City of Salem

By _____

Title _____

Date _____, 20

EXHIBIT "B"

NOTICE OF REMOVAL OF ATTACHMENTS OF WIRELESS FACILITIES AND ALL NECESSARY
APPURTENANCES FROM POLES OWNED BY CITY OF SALEM

Ameren Missouri

Date: _____

Licensor:

City of Salem

400 N. Iron St.

Salem, Missouri 65560

Gentlemen:

In accordance with the terms of our agreement date of _____, 20____,
you are hereby notified of our desire to remove all attachments on poles in and in the vicinity of Salem,
Missouri, as shown on the attached sketch.

Ameren Missouri _____ Date _____, 20____

By _____ By _____

Title _____ Title _____

Two (2) signatures are required

Inventory of Poles used by Ameren

Previous Balance	Added by this Permit	New Balance

RECEIPT OF NOTICE ACKNOWLEDGED:

City of Salem

By _____ Title _____

Date _____, 20____

ND ID	LAT	LONG	Physical Address
SALM872_R160	37.648941	-91.538294	802 N Jackson St Salem, MO 65560 United States
SALM872_R150	37.651082	-91.534838	102 E 11th St Salem, MO 65560 United States
SALM872_R130	37.639529	-91.556304	1507 W Franklin St Salem, MO 65560 United States
SALM872_R120	37.64716	-91.545516	Main City Park 1200 W Rolla Rd Salem, MO 65560 United States
SALM872_R110	37.639887	-91.549467	1302 W Franklin St Salem, MO 65560 United States
SALM872_R080	37.638303	-91.540953	701 S MacArthur St Salem, MO 65560 United States
SALM872_R090	37.632067	-91.531952	502 E Roosevelt St Salem, MO 65560 United States
SALM872_R060	37.643628	-91.523398	1105 Iron Mountain Rd Salem, MO 65560 United States
SALM872_R070	37.635684	-91.525064	1002 E Scenic Rivers Blvd Salem, MO 65560 United States
SALM872_R030	37.643884	-91.539486	103 N Henderson St Salem, MO 65560 United States
SALM872_R020	37.642067	-91.531211	103 S Pershing Ave Salem, MO 65560 United States
SALM872_R010	37.649834	-91.529876	902 N Young St Salem, MO 65560 United States
SALEM_NG872	37.644259	-91.538732	103 N Jackson St Salem, MO 65560 United States
SALM872_R140	37.63477	-91.51564	3 Carnett IND. Drive Salem, MO 65560 United States

USE LAT LONG FOR THIS LOCATION

Staff Summary Report

MEETING DATE:	3/14/2023
AGENDA ITEM:	1932 General Firetruck
ANGENDA TITLE:	Old Business

ACTION REQUESTED BY:

ACTION REQUESTED:

SUMMARY BY: City Clerk Koller

PROJECT DESCRIPTION / FACTS

The firetruck was sold to the Dent County Fire Protection on October 21, 1985, for \$10.00. On November 5th, 1985, an agreement was signed between the City of Salem and the Dent County Fire Protection District, in the event the firetruck was of no further use to the Fire District, it would be returned to the City. The Fire District has determined that the firetruck is of no further use and returned ownership to the City. The firetruck is not in working condition and parts, if they can be found, are expensive.

The first round of bids were rejected by the Board of Alderman on March 14, 2023. The Board of Alderman voted to re-open the bids with a closing date of April 19, 2023.

One Bid was received:

Lonnie Lundy, Gary Hawrysko, and Jon Mihalka bid \$3,000. They agree to keep the firetruck under cover, keep it in Dent County, and if possible, get it operable for parades. If necessary they agree to sign an agreement or contract with the city.

DEPARTMENT'S RECOMMENDED MOTION: Move to accept the bid from Lonnie Lundy, Gary Hawrysko, and Jon Mihalka for \$3,000.00.