



City of Ashland

109 East Broadway, Ashland, Missouri 65010

Department Source: Public Works

To: Board of Alderpersons

From: James Creel, Public Works Director

Board Meeting Date: October 6, 2020

Re: Mill and Overlay Bid Results and Award

EXECUTIVE SUMMARY:

Authorization is needed to award the Mill and Overlay Bid to the appropriate contractor and provide them with a Notice to Proceed.

DISCUSSION:

Ashland Public Works (APW) staff recently sent out a bid invitation to multiple contractors for Mill and Overlay services of the following streets:

- Breton Way -Sunset Meadows Way -Westwind Ct -James Ct
- American Setter Dr/English Setter Dr loop

Bids were opened on 9/23/2020 at city hall. Bid results are as follows:

Frech Paving:	\$233,090.00
Capital Paving and Construction:	\$185,900.00
Christensen Construction Co.:	\$184,931.32

Christensen Construction Co. is the low bidder. They have satisfactorily completed work for the City in the past and are a reputable vendor. Their bid indicated that the work would be completed within 90 days of receiving a Notice to Proceed (weather permitting).

FISCAL IMPACT:

The low bid of \$184,931.32 is approximately 35% of the Street Repairs, Supplies, and Maintenance annual budget. This bid is competitive with the other received bids and came in lower than the projected cost for this project (\$200,000.00).

SUGGESTED BOARD ACTION:

If the Board of Alderpersons agrees with the staff recommendation, the Mayor should be allowed to enter into contract with Christensen Construction Co. and authorize staff to issue a Notice to Proceed.

COUNCIL BILL NO. 2020-037

ORDINANCE NO.

AN ORDINANCE AUTHORIZING THE MAYOR TO ENTER INTO AN AGREEMENT WITH CHRISTENSEN CONSTRUCTION CO. FOR THE MILL AND OVERLAY PROJECT; PROVIDING FOR COMPLIANCE WITH THE PREVAILING WAGE LAW AND STATE-MANDATED CONSTRUCTION SAFETY TRAINING

BE IT ORDAINED BY THE BOARD OF ALDERMEN OF THE CITY OF ASHLAND, MISSOURI AS FOLLOWS:

Section 1. The Board of Aldermen hereby authorizes the Mayor, on behalf of the City of Ashland, to enter into a Christensen Construction, Co. for the Mill & Overlay Project. The form and content of the Agreement shall be substantially as set forth in the contract agreement.

Section 2. The contract for the improvement shall provide that not less than the prevailing hourly rate of wages, as determined by the Missouri Department of Labor and Industrial Relations of Missouri, shall be paid to all workers performing work under the contract.

Section 3. The contract for the improvement shall provide that the contractor and any subcontractor shall provide a ten-hour Occupational Safety and Health Administration construction safety program (or a similar program approved by the Missouri Department of Labor and Industrial Relations) for all employees working on-site. All employees working on the site of the improvement are required to complete the safety program within 60 days of beginning work on the improvement project.

Section 4. This ordinance shall be in full force and effect from and after its passage and approval.

Dated this _____ day of _____, 2020.

Richard Sullivan, Mayor

Attest:

Darla Sapp, City Clerk

Certified as to correct form:

Jeffrey Kays, City Attorney

REQUEST FOR QUOTATION
MILL & OVERLAY OF ASHLAND STREETS

9-23-2020

<u>CONTRACTOR</u>	<u>TOTAL BASE BID</u>
1. Frech Paving	\$ 233,090.00
2. Christensen Const.	\$ 184,931.32
3. Capital Paving	\$ 185,900.00
4.	
5.	
6.	
7.	
8.	
9.	
10.	

CONTRACT AGREEMENT

THIS AGREEMENT, made this 6th day of October, 2020, by and between City of Ashland, Missouri, hereinafter called "Owner" and Christensen Construction Co., hereinafter called "Contractor" organized and existing under the laws of the State of Missouri doing business as

() Individual (X) Corporation () Partnership () Joint Venture (indicate as applicable).

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

1. The Contractor will commence and complete the construction of **MILLING & OVERLAY OF ASHLAND STREETS** as described in the attached Exhibits (Request for Quotation Response dated 9/22/2020).
2. The Contractor will furnish all of the materials, supplies, tools, equipment, labor, and other services necessary for the construction and completion of the project described herein.
3. The Contractor will promptly commence the work required by the Contract Documents and will complete the work described no later than 90 calendar days from the date of the Notice to Proceed.
4. The Contractor agrees to perform all of the work described in the Contract Documents and comply with the terms therein for the sum of (in words and figures):

One Hundred Eighty Four Thousand, Nine Hundred Thirty One Dollars and Thirty Two Cents (\$184,931.32)

5. The term "Contract Documents" means and includes the following: Advertisement for Bids; Information to Bidders (Bid & Bid Bond); Contract Agreement; General Conditions; Payment Bond; Performance Bond; Notice of Award; Notice to Proceed; Change Order; Drawings and Specifications prepared by the City of Ashland dated September 4, 2020, and Addenda

No. 1 Dated Sept 17, 2020

No. _____ Dated _____, 20 _____

No. _____ Dated _____, 20 _____.

6. The Owner will pay to the Contractor in the manner and at such times as forth in the General Conditions such amounts as required by the Contract Documents.

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

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

OWNER:

City of Ashland, Missouri

(SEAL)

Signature _____

ATTEST:

Print Name _____

Print Name _____

Title _____

Title _____

CONTRACTOR:

(SEAL)

Signature _____

ATTEST:

Print Name _____

Print Name _____

Title _____

Title _____

Address _____

Employer Identification Number

PERFORMANCE BOND

KNOW ALL MEN BY THESE PRESENTS that:

(Name of Contractor)

(Address of Contractor)

a _____, hereinafter called Principal,
(Individual, Corporation, Partnership, Joint Venture)

(Name of Surety)

(Address of Surety)

hereinafter called Surety, are held and firmly bound unto

City of Ashland, Missouri
(Name of Owner)

109 East Broadway, P.O. Box 135, Ashland, Missouri 65010
(Address of Owner)

hereinafter called Owner, in the total aggregate penal sum of

_____ Dollars (\$_____)

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

THE CONDITION OF THIS OBLIGATION is such that whereas, the Principal entered into a certain Contract with the Owner, dated the _____ day of _____, 20 _____, a copy of which is hereto attached and made a part hereof, for the construction of:

Project Title: _____

NOW, THEREFORE, if the Principal shall well, truly, and faithfully perform its duties, all the undertakings, covenants, terms, conditions, and agreements of said Contract during the original term thereof, and any extensions thereof which may be granted by the Owner (or with the Government in the event the Government is performing the obligations of the Owner), with or without notice to the Surety, and during the one-year guaranty period, and if the Principal shall satisfy all claims and demands incurred under such Contract, and shall fully indemnify and save harmless the Owner and Government from all costs and damages which it may suffer by reason of failure to do so, and shall reimburse and repay the Owner and Government all outlay and expense which the Owner and Government may incur in making good any default, then this obligation shall be void, otherwise to remain in full force and effect.

PROVIDED, FURTHER, that the liability of the Principal and Surety hereunder, to the Government, shall be subject to the same limitations and defenses as may be available to them against a claim hereunder by the Owner, provided, however, that the Government may, at its option, perform any obligations of the Owner required by the Contract.

PROVIDED, FURTHER, that the said Surety, for value received hereby stipulates and agrees, that no change, extension of time, alteration, or addition to the terms of the Contract or the work to be performed thereunder, or the Specifications and Drawings accompanying same shall in any way affect its obligation on this Bond, and it does hereby waive notice of any such change, extension of time, alteration, or addition to the terms of the Contract, or to the work, or to the Specifications and Drawings.

PROVIDED, FURTHER, that it is expressly agreed that the Bond shall be deemed amended automatically and immediately, without formal and separate amendments thereto, upon amendment to the Contract not increasing the Contract Price more than twenty (20) percent, so as to bind the Principal and the Surety to the full and faithful performance of the Contract so amended. The term "Amendment", wherever used in the Bond, and whether referring to this Bond, the Contract, or the Loan Documents, shall include any alteration, addition, extension, or modification of any character whatsoever.

PROVIDED, FURTHER, that no final settlement between the Owner or Government, and the Principal, shall abridge the right of the other beneficiary hereunder, whose claim may be unsatisfied. The Owner and Government are the only beneficiaries hereunder.

IN WITNESS WHEREOF, the instrument is executed in _____ counterparts, each of which shall be deemed an original, this the _____ day of _____, 20 _____.

ATTEST:

Principal

(Principal) Secretary

(SEAL)

By _____

(Witness as to Principal)

(Address)

(Address)

(Surety)

ATTEST:

Witness to Surety

By _____
Attorney-in-Fact

(Address)

(Address)

NOTE: Date of Bond must not be prior to date of Contract.

If Contractor is partnership, all partners should execute Bond.

IMPORTANT: Surety companies executing Bonds must appear on the Treasury Department's most current list (Circular 570 as amended) and be authorized to transact business in the state where the project is located.

PAYMENT BOND

KNOW ALL MEN BY THESE PRESENTS that:

(Name of Contractor)

(Address of Contractor)

a _____, hereinafter called Principal,
(Individual, Corporation, Partnership, Joint Venture)

(Name of Surety)

(Address of Surety)

hereinafter called Surety, are held and firmly bound unto

City of Ashland, Missouri
(Name of Owner)

109 East Broadway, P.O. Box 135, Ashland, Missouri 65010
(Address of Owner)

hereinafter called Owner and the United States of America or State of Missouri hereinafter referred to as Government, and unto all persons, firms, and corporations who or which may furnish labor, or who furnish materials to perform as described under the contract and to their successors and assigns in the total aggregate penal sum of

_____ Dollars (\$_____)

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

THE CONDITION OF THIS OBLIGATION is such that whereas, the Principal entered into a certain Contract with the Owner, dated the _____ day of _____, 20 _____, a copy of which is hereto attached and made a part hereof, for the construction of:

Project Title: _____

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

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

PROVIDED, FURTHER, that the said Surety for value received hereby stipulates and agrees that no change, extension of time, alteration or addition to the terms of the contract or to the work to be performed thereunder or the Specifications accompanying the same shall in any way affect its obligation on this Bond, and it does hereby waive notice of any such change, extension of time, alteration or addition to the terms of this contract or to the work or to the Specifications.

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

PROVIDED, FURTHER, that it is expressly agreed that this Bond shall be deemed amended automatically and immediately, without formal and separate amendments hereto, upon amendment to the Contract not increasing the contract price more than 20 percent, so as to bind the Principal and the Surety to the full and faithful performance of the Contract as so amended. The term "Amendment", wherever used in this Bond and whether referring to this Bond, the contract or the loan Documents shall include any alteration, addition, extension or modification of any character whatsoever.

PROVIDED, FURTHER, that no final settlement between the Owner or Government and the Contractor shall abridge the right of any beneficiary hereunder, whose claim may be unsatisfied.

IN WITNESS WHEREOF, the instrument is executed in _____ counterparts, each of which shall be deemed an original, this the _____ day of _____, 20 _____.

ATTEST:

Principal

(Principal) Secretary

(SEAL)

By _____

(Witness as to Principal)

(Address)

(Address)

(Surety)

ATTEST:

Witness to Surety

(Address)

By _____
Attorney-in-Fact

(Address)

NOTE: Date of BOND must not be prior to date of CONTRACT.

If CONTRACTOR is partnership, all partners should execute BOND.

IMPORTANT: Surety companies executing BONDS must appear on the Treasury Department's most current list (Circular 570 as amended) and be authorized to transact business in the state where the project is located.

CERTIFICATE OF OWNER'S ATTORNEY

I, the undersigned, _____, the duly
authorized and acting legal representative of: City of Ashland, Missouri,
do hereby certify as follows:

I have examined the foregoing contract(s) of:

(Contractor)

and surety bonds and the manner of execution thereof, and I am of the opinion that each of the aforesaid agreements have been duly executed by the proper parties thereto acting through their duly authorized representatives; that said representatives have full power and authority to execute said agreements on behalf of the respective parties named thereon; and that the foregoing agreements constitute valid and legally binding obligations upon the parties executing the same in accordance with terms, conditions and provisions thereof. In addition, I have examined the Certificate of Insurance for amounts and coverages per the requirements of the General Conditions/Supplemental General Conditions of the Contract Documents and find that adequate insurance is in full force and effect.

(Project Attorney)

(Date)

(Address)

NOTICE OF AWARD

TO: _____

PROJECT: _____

The Owner has considered your Bid submitted by you for the above described work in response to its Notice for Bids dated _____ and Information for Bidders.

You are hereby notified that your BID has been accepted for items in the amount of \$ _____.

You are required by the Information for Bidders to execute the Agreement and furnish the required Contractor's Performance Bond, Payment Bond, and Certificates of Insurance within fifteen (15) calendar days from the date of this Notice, or unless otherwise notified. If you fail to execute said Agreement and to furnish said Bonds, said Owner will be entitled to consider all your rights arising out of the Owner's acceptance of your Bid abandoned and as a forfeiture of Bid. The Owner will be entitled to such other rights as may be granted by law.

You are required to return an acknowledged copy of this Notice of Award to the Owner.

OWNER: City of Ashland
109 East Broadway, P.O. Box 135
Ashland, MO 65010

Signature: _____

Print Name: _____

Title: _____

Date: _____

ACCEPTANCE OF NOTICE

Receipt of the above Notice of Award is hereby acknowledged.

CONTRACTOR: _____

Address

By: _____

Print Name: _____

Title: _____

Date: _____

Employer Identification Number

NOTICE TO PROCEED

TO: _____

PROJECT: _____

You are hereby notified to commence work in accordance with the Agreement dated _____, on or before _____, and you are to complete the work before _____.

If you fail to fully complete the work, the Owner will be entitled to assess liquidated damages the sum of \$_____ for each consecutive calendar day thereafter the indicated date of completion.

You are required to return an acknowledged copy of this Notice to Proceed to the Owner.

OWNER: City of Ashland
109 East Broadway, P.O. Box 135
Ashland, MO 65010

Signature: _____

Print Name: _____

Title: _____

Date: _____

ACCEPTANCE OF NOTICE

Receipt of the above Notice to Proceed is hereby acknowledged.

CONTRACTOR: _____

Address

By: _____

Print Name: _____

Title: _____

Date: _____

Employer Identification Number

AFFIDAVIT-COMPLIANCE WITH THE PREVAILING WAGE LAW

Before me, the undersigned Notary Public, in and for the County of _____

State of Missouri, personally came and appeared _____

_____ of the _____
(Name and Title) (Company Name)

(a corporation) (a partnership) (a proprietorship), and after being duly sworn did depose and say that all provisions and requirements set out in Chapter 290 Sections 290.210 through and including 290.340, Missouri Revised Statutes, pertaining to the payment of wages to workmen employed on public works projects have been fully satisfied and there has been no exception to the full and complete compliance with said provisions and requirements and with Wage Determination No. _____ or Annual Wage No. _____ issued by the Division of Labor Standards on project _____ (Name), _____ (Job Number), _____ County, Missouri and completed on the _____ day of _____ 20____.

Signature

Subscribed and sworn to me this _____ day of _____, 20____.

My commission expires _____, 20____.

(SEAL)

Notary Public

PARTIAL PAYMENT ESTIMATE NO. _____

Project _____ Sheet _____ of _____

Contract Days _____

Days Used _____

Days Remaining _____

Contract \$ _____

Completion Date _____

Total Change Orders \$ _____

% Complete _____

New Contract Amount \$ _____

From _____ 20____ to _____ 20____

_____ of _____ County
(Owner) State of Missouri

_____ Address
(Contractor)

Application is made for Payment, as shown below, in connection with the Contract.
Attach breakdown sheet if necessary.

Original Contract Sum \$ _____

Net Change By Change Orders \$ _____

Contract Sum to Date \$ _____

Total Value of Completed Work & Material on Hand \$ _____

Less 10% Retained \$ _____

TOTAL AMOUNT DUE TO DATE \$ _____

LESS PREVIOUS PAYMENT \$ _____

NET AMOUNT DUE \$ _____

I hereby certify that the degree of completion of work, as represented by this partial payment estimate, was performed in compliance with the Contract Documents.

CONTRACTOR (Submitted): _____ Date: _____

I, the Consultant, hereby certify that I or a delegated representative, based on on-site observation, and to the best of my knowledge, the degree of completion of the work, as represented by this partial payment estimate, conforms to the Drawings and Specifications.

CONSULTANT (Approved): _____ Date: _____

OWNER (Authorized Payment): _____ Date: _____

EXHIBITS

1. City's Request for Quotation dated 9/4/20
2. Contractor's Bid dated 9/22/2020
3. Addendum #1 dated 9/17/2020



JAMES
CREEK
657-2568

CONTACT: Tony St Romaine, City Administrator
PHONE NO.: 573-808-1576
E-MAIL: cityadmin@ashlandmo.us

REQUEST FOR QUOTATION FOR MILLING & OVERLAY OF CITY OF ASHLAND STREETS

ISSUE DATE: SEPTEMBER 4, 2020

RETURN QUOTATION NO LATER THAN: 2:00 p.m. Wednesday, September 23, 2020

QUESTIONS concerning this Request for Quotation may be directed in writing to the City Administrator as shown above.

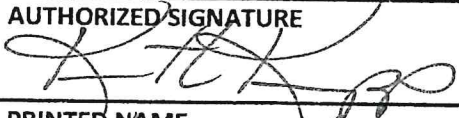
MAILING INSTRUCTIONS: Print or type the RFQ Description and End Date on the lower left hand corner of the envelope or package. Delivered sealed bids must be in the City Hall office (109 E. Broadway) by the end date and time.

(U.S. Mail)
RETURN QUOTATION TO: CITY OF ASHLAND
PO BOX 135
109 E. BROADWAY
ASHLAND MO 65010

The vendor hereby declares understanding, agreement and certification of compliance to provide the items and/or services, at the prices quoted, in accordance with all requirements and specifications contained herein. The vendor further agrees that the language of this RFQ shall govern in the event of a conflict with his/her proposal. The vendor further agrees that upon receipt of an authorized purchase order from the Purchasing Division or when a Contract is signed and issued by an authorized official of the City of Ashland, a binding contract shall exist between the vendor and the City of Ashland.

REQUEST FOR QUOTATION FOR MILLING & OVERLAY OF CITY OF ASHLAND STREETS

SIGNATURE REQUIRED

VENDOR NAME CHRISTENSEN CONSTRUCTION COMPANY	
MAILING ADDRESS PO Box 159	
CITY, STATE, ZIP CODE KINGDOM CITY, MO 65262	
CONTACT PERSON KENNY KNIIPP	EMAIL ADDRESS OFFICE @ CHRISTENSENASPHALT.COM
PHONE NUMBER 573-814-3308	FAX NUMBER 573-814-0403
AUTHORIZED SIGNATURE 	DATE 9/22/2020
PRINTED NAME KENNY KNIIPP	TITLE BUSINESS MANAGER

Section I

THE UNDERSIGNED BIDDER, having examined the specifications, general requirements and other proposed contract documents, and all addenda thereto; and being acquainted with and fully understanding (a) the extent and character of the work covered by this quotation; (b) the location, arrangement, and specified requirements of the proposed work; (c) local conditions relative to labor, transportation, hauling and delivery facilities; and (d) all other factors and conditions affecting or which may be affected by the work,

HEREBY PROPOSES to furnish all required materials, supplies, equipment, tools and plant; to perform all necessary labor and supervision; and to complete all work stipulated in, required by, and in accordance with the proposed specifications.

All prices stated herein are firm. Missouri Sales and Use Tax are not to be included in this pricing.

REQUEST FOR QUOTATION FOR MILLING & OVERLAY OF CITY OF ASHLAND STREETS

Item No.	Description	Quantity	Unit	Unit Pricing	Total Price
1	Breton Way	1	Job	19,283 ⁷⁴	19,283.74
2	Westwind Ct	1	job	18,042 ⁰⁸	18,042.08
3	James Ct	1	job	13,328 ⁸⁴	13,328.84
4	Sunset Meadows Way	1	job	12,454 ⁶¹	12,454.61
5	English Setter Dr/American Setter Dr Loop	1	job	121,822 ⁰⁵	121,822.05
TOTAL BASE BID					\$ 184,931.32
	ADDITIONAL WORK ITEMS: (List Unit Costs Below):				

Section II

2.0 Specifications & Plans:

This specification shall cover all materials and construction requirements for the milling and overlay of streets within the City of Ashland, MO as described in this section. Each bidder is responsible for obtaining accurate street measurements in order to determine pricing.

2.05 Streets:

The following streets shall be included in this bid:

Breton Way

-From Martha Crump Dr to Mustang Dr

REQUEST FOR QUOTATION FOR MILLING & OVERLAY OF CITY OF ASHLAND STREETS

• **Westwind Court**

-From Kristi Ln to (and including) cul de sac

James Court

-From Kimberly Dr to (and including) cul de sac

• **Sunset Meadows Way**

-Both sides around median, from W Broadway/Rt M to Brian Ln

English Setter Dr/American Setter Dr Loop

-Entirety of both streets, from E Broadway/Rt Y around loop and back to start point

2.1 Materials

City of Ashland, Missouri, hereafter referred to as "City", proposes to contract for the furnishing of all labor, materials, equipment, coordinating and scheduling, and related items required to provide materials for and/or perform Mill and Overlay work required of the bid items shown in Section 2.05

2.1.1. Asphalt, BP-2, Plant mix pavement in conformance with Missouri Standard Specifications for Highway Construction, 2011, Section 401. This mix may contain up to 20% recycled asphalt pavement, however no shingles will be included in this mix. Contractor must submit a MODOT approved Job Mix Formula no more than three years old. At City's discretion, this item may be placed in a single lift, or in multiple lifts (wedge/leveling course, surface course, etc.). Contractor shall be responsible for sweeping or other means necessary for cleaning of the street prior to performing this item.

2.1.2. Surface Milling, Asphalt, Milling of asphalt surfaced streets to a depth prescribed by the City. Typical applications will be 2" deep depending on conditions. City will retain the millings. Contractor will be responsible for hauling millings to a site in the City limits of Ashland.

2.1.3. Surface Milling, Butt-Joint: Milling of butt-joints at driveways, intersections, and project terminus. This milling may occur in asphalt or concrete pavements. Width of butt joints will typically be 72 inches on intersecting public roads; 24" on driveways.

2.1.4. Rock Driveway Transitions This item will use compacted 1" minus aggregate to create transitions between new pavement surface and existing gravel driveways.

2.1.5. Temporary Centerline Markers: Reflector type temporary centerline markers will be placed on 40' centers delineating lanes of traffic following a resurfacing project.

2.1.6. Mobilization – Shall be included in the total cost for the work

REQUEST FOR QUOTATION FOR MILLING & OVERLAY OF CITY OF ASHLAND STREETS

2.1.7. Tack Coat, Trackless Tack: The bidder shall include the cost of tack coat in the Asphalt Overlay bid items. Material to be used shall be NTQS-1HH (Trackless Tack), SS-1VH, or approved equal. Material shall be applied per manufacturer's recommendations. Application rate shall be per manufacturer's recommendation

2.1.8. Surface Milling, Concrete, Milling of concrete surfaced streets to a depth prescribed by the City. Typical applications will be 2" deep depending on conditions. City will retain the millings. Contractor will be responsible for hauling millings to a site in the City limits of Ashland.

2.1.9 Additional Work: Contractor selected for this contract should submit to City of Ashland, Missouri along with their bid response a schedule of equipment that may be used and labor rates (billable hourly rate) for any additional work that may be encountered that is not contemplated by this contract but may be required to be performed because of unforeseen circumstances at time of construction. Under direction of Engineer or his appointees, contractor shall perform said needed work and account for equipment and labor utilized from said schedule and submit invoice for said work upon completion of project. Any material used to perform said work with no corresponding bid item in this contract shall be billed to the City for actual cost plus 20%.

2.2. PRICING – All prices shall be as indicated on the Response Form. The City shall not pay nor be liable for any other additional costs including but not limited to: taxes, packing, handling, shipping and freight, insurance, interest, penalties, termination payments, attorney fees, liquidated damages, etc. Additionally, the City shall not be subject to any minimum annual quantities or total prices.

2.3 Traffic Control - The contractor shall be responsible for traffic control for all projects performed under this contract. Traffic control shall be consistent with the MUTCD. Traffic control will be incidental to the work being done which requires traffic control.

2.4 Temporary asphalt transition ramps to accommodate traffic flow on surface and butt joint milled areas will be incidental to those items.

2.5 Unless prior authorization is given by the City, Milling operations should be performed within 48 hours prior to placement of asphalt material when applicable.

2.6 Warranty - The contractor shall warranty both the labor and material for a period of one year from the date of application.

2.7 Projects will be inspected by department personnel

2.8 Contact:

James Creel, Public Works Director to schedule a time to view the work site if needed.

Email: streets@ashlandmo.us

REQUEST FOR QUOTATION FOR MILLING & OVERLAY OF CITY OF ASHLAND STREETS

Section III

3.1 Non Collusion: In submitting this quotation, the Undersigned declares that the only persons or parties interested in the quotation as principals are those named herein and that the quotation is made without collusion with any other person, firm or corporation.

3.2 Addendum(s): The Undersigned acknowledges that he/she has received a complete set of the RFQ and the contract documents and receipt of the following Addenda:

Addendum No. and Date
#1 9/17/2020

3.3 Validity of Bids: In submitting this bid it is understood that the right is reserved by the City, to reject any and all bids and it is agreed that the bids may not be withdrawn for a period of ninety (90) days from the specified time for receiving bids.

3.4 Permits: Contractor shall secure all necessary licenses and permits before beginning work, keep necessary records as required, and do all Work in such manner as to comply with all ordinances and laws of the City, City, State, and Nation as apply to the work herein outlined.

3.5 Subcontracting: If bidder proposes to use subcontractors for this project, bidder shall supply the information below for each subcontractor bidder proposes to use on the project. This information shall be submitted no later than three business days after bid closing.

Subcontractor Name/Address	Work Assigned	DBE Firm? Yes or No (Disadvantaged Enterprise)
<u>None</u>		

3.6 Prevailing Wages: The City shall cause to be inserted in the contract a stipulation to the effect that not less than all workers (subcontractors included if used) are to be paid not less than the prevailing hourly rate of wages as found by the State of Missouri's Division of Labor Standards, Annual Wage Order which is attached. The contractor's bond shall include such provisions as will guarantee the faithful performance of the prevailing hourly wage rate as provided by the contract. If bidder declares exemption from Prevailing Wage requirements, provide documentation with bid response.

3.7 Time of Completion & Liquidated Damages: Contractor hereby agrees to complete the work described in the Base Bid no later than 90 calendar days from the date of the Notice to Proceed. Contractor shall agree to allow a deduction of two hundred dollars and no cents (\$200.00) per calendar day from final payment as liquidated damages for each day that completion is delayed beyond said completion date established.

REQUEST FOR QUOTATION FOR MILLING & OVERLAY OF CITY OF ASHLAND STREETS

SECTION IV

4.0 Insurance Requirements: The Contractor shall not commence work under this Contract until they have obtained all insurance required under this paragraph and such insurance has been approved by the City, nor shall the Contractor allow any subcontractor to commence work on their contract until all similar insurance required of subcontractor has been so obtained and approved. All policies shall be in amounts, form, and with companies satisfactory to the City which must carry an A-6 or better rating as listed in the A.M. Best or equivalent rating guide.

4.1 WORKERS COMPENSATION INSURANCE: The Contractor shall take out and maintain during the life of this Contract **Employers Liability and Workers Compensation Insurance** for all of their employees employed at the site of the work, and in case any work is sublet, the Contractor shall require the subcontractor similarly to provide Workers Compensation Insurance for all of the latter's employees unless such employees are covered by the protection afforded by the Contractor. Workers Compensation coverage shall meet Missouri statutory limits. Employers Liability limits shall be \$500,000.00 each employee, \$500,000.00 each accident, and \$500,000.00 policy limit. In case any class of employees engaged in hazardous work under this Contract at the site of the work is not protected under the Workers Compensation Statute, the Contractor shall provide and shall cause each subcontractor to provide Employers Liability Insurance for the protection of their employees not otherwise protected.

4.2 COMMERCIAL GENERAL LIABILITY INSURANCE: Contractor shall carry Commercial General Liability Insurance written on ISO occurrence form CG 00 01 07 98 or later edition (or a substitute form providing equivalent coverage) and shall cover all operations by or on behalf of the Contractor, providing insurance for bodily injury liability and property damage liability for the limits indicated below and for the following coverage:

- (1) Premises and Operations
- (2) Products and Completed Operations

Contractual Liability insuring the obligations assumed by the Contractor under this Contract.
Personal Injury Liability and Advertising Injury Liability

Except with respect to bodily injury and property damage included within the products and completed operations hazards, the general aggregate limit shall apply separately to the Contractor's project under this Contract. Completed Operations coverage must be maintained for the correction period provided by the agreement.

Limit of Liability. The Commercial General Liability policy limits shall not be less than:

\$2,000,000 Each Occurrence (Combined Single Limit for Bodily Injury and Property Damage)
\$2,000,000 Aggregate for Products/Completed Operations
\$2,000,000 Personal Injury/Advertising Injury
\$2,000,000 General Aggregate (provide endorsement to apply the General Aggregate per project, if available. If not, see Umbrella Liability section.)

Additional Insured: The Owner, all of its officers, directors and employees, shall be named as Additional Insureds under the Commercial General Liability Insurance using ISO Additional Insured Endorsements CG 20 10 or substitute providing equivalent coverage. If additional insured status is required for a correction period then CG 20 37 or equivalent should also be used. These endorsements must be stated on the insurance certificate provided to the Owner and a copy of the endorsements confirming coverage should accompany the insurance certificate.

REQUEST FOR QUOTATION FOR MILLING & OVERLAY OF CITY OF ASHLAND STREETS

4.3 BUSINESS AUTOMOBILE LIABILITY INSURANCE: The policy should be written on ISO form CA 0001, CA 0005, CA 0002, CA0020 or a substitute form providing equivalent coverage and shall provide coverage for all owned, hired and non-owned vehicles. The limit of liability should be at least \$1,000,000 Combined Single Limit for Bodily Injury and Property Damage each accident and should also cover Automobile Contractual Liability. The policy should name the Owner and all of its officers, directors and employees as Additional Insureds. The policy shall be endorsed to be primary coverage and any other insurance carried by the Owner shall be excess only and will not contribute with Contractor's insurance. To confirm coverage, a copy of the Additional Insured Endorsement should accompany the insurance certificate.

4.4 UMBRELLA EXCESS LIABILITY: The Contractor should provide an umbrella excess liability policy that will provide a minimum of \$1,000,000 per occurrence/\$1,000,000 aggregate over the above listed coverages. This policy should "follow-form" of the underlying policies and comply with all insurance requirements of those policies. If the General Aggregate of the Commercial General Liability policy does not apply per project, the umbrella excess limits should be \$2,000,000 per occurrence/\$2,000,000 aggregate.

4.5 WAIVER OF SUBROGATION: The Commercial General Liability and Automobile Liability policies shall each contain a waiver of subrogation in favor of the Owner and its officers, directors and employees.

4.6 CERTIFICATES OF INSURANCE: As evidence of the insurance, limits and endorsements required, a standard ACORD or equivalent Certificate of Insurance executed by a duly authorized representative of each insurer shall be furnished by the Contractor to the Owner before any Work under the Contract is commenced by the Contractor. Owner shall have the right, but not the obligation, to prohibit Contractor or any Subcontractor from entering the Project site until such certificates are received and approved by the Owner. With respect to insurance to be maintained after final payment, an additional certificate(s) evidencing such coverage shall be promptly provided to Owner as a precondition to final payment. The Certificate of Insurance shall provide that there will be no cancellation or reduction of coverage without 30 days prior written notice to the Owner. The certificate must also contain a description of the project or work to be performed. Failure to maintain the insurance required herein may result in termination of the Contract at Owner's option. In the event the Contractor does not comply with the requirements of this section, the Owner shall have the right, but not the obligation, to provide insurance coverage to protect the Owner and charge the Contractor for the cost of that insurance. The required insurance shall be subject to the approval of the Architect, but any acceptance of insurance certificates by the Owner shall in no way limit or relieve the Contractor of their duties and responsibilities in this Agreement.

4.7 SUBCONTRACTORS: Contractor shall cause each Subcontractor to purchase and maintain insurance of the types and amounts specified herein. Limits of such coverage may be reduced only upon written agreement of Owner. Contractor shall provide to Owner copies of certificates evidencing coverage for each Subcontractor. Subcontractors' commercial general liability and business automobile liability insurance shall name Owner as Additional Insured and have the Waiver of Subrogation endorsement added.

4.8 HOLD HARMLESS AGREEMENT: To the fullest extent not prohibited by law, Contractor shall indemnify and hold harmless the City of Ashland, its directors, officers, agents, and employees from and against all claims, damages, losses, and expenses (including but not limited to attorneys fees) arising by reason of any act or failure to act, negligent or otherwise, of Contractor, of any subcontractor (meaning anyone, including but not limited to consultants having a contract with Contractor or a subcontractor for part of the services), of anyone directly or indirectly employed by Contractor or by any subcontractor, or of anyone for whose acts the Contractor or its subcontractor may be liable, in connection with providing these services. This provision does not, however, require Contractor to

REQUEST FOR QUOTATION FOR MILLING & OVERLAY OF CITY OF ASHLAND STREETS

indemnify, hold harmless, or defend the City of Ashland from its own negligence.

SECTION V

All bids shall be submitted on the bid forms hereto attached. Copies of addenda, if any, shall be signed and attached to the bid submitted bidder shall furnish all information requested herein by filling in the blanks on the submitted copy of this specification.

Bidder shall visit the work site and inform themselves of the conditions under which the work is to be performed concerning the work site, the nature of the equipment, the obstacles which may be encountered, the work to be performed and, if awarded the contract, shall not be allowed any extra compensation by reason of any matter or thing concerning which such Bidder might have fully informed himself because of their failure to have so informed themselves prior to the bidding. The successful contractor must employ, so far as possible, such methods and means in the carrying out their work as will not cause any interruption or interference with any other contractors.

Bidder shall visit the site of the work and completely inform themselves with regard to construction hazards and procedures, the availability of lands, the character and quantity of surface and subsurface materials, and utilities to be encountered, the arrangement and condition of existing structures and facilities, the procedure necessary for maintenance of uninterrupted operation of existing facilities, the character of construction equipment and facilities needed for performance of the work, and facilities for transportation, handling, and storage of materials and equipment. All such factors shall be properly investigated and considered in the preparation of the bid.

Bids of an incomplete nature, or subject to multiple interpretation may, at the option of the City, be rejected as irregular. Bids will be evaluated by the City based on, but not limited to, the following criteria: cost, bidder qualifications and experience, and items required for completion.

5.4 Statement of Bidders Qualifications: Bidders shall submit a list of commercial client references for whom similar work has been performed in the last two years.

5.6 Business License: Winning bidder shall have a business license for the City of Ashland.

Each set of bids shall be plainly headed with the name and address of the Bidder. In case the bid is made by a corporation, the same shall be signed by a legally authorized agent of the corporation. The envelope containing the bids shall be sealed and plainly marked as a bid for: **MILLING & OVERLAY OF CITY OF ASHLAND STREETS**



THE CITY OF ASHLAND, MISSOURI

9/17/2020

ADDENDUM #1

RFQ FOR MILLING & OVERLAY OF ASHLAND STREETS

CLOSING DATE: 2:00 P.M., September 23, 2020

Bidders shall note these changes to the above Request for Quotation and incorporate these changes in their submittal.

The following revisions and/or additions shall be referred to as part of the Bid/Contract documents

1. Lane markers/delineators will not be required.
2. Edge milling will be acceptable.
3. A Performance Bond and Labor & Material Payment Bond in an amount equal to 100% of the contract price will be required.

ACKNOWLEDGMENT

The undersigned Respondent hereby certifies that the changes set forth in this addendum have been incorporated into their proposal.

FIRM: CHRISTENSEN CONSTRUCTION

DATE: 9/22/2020

SIGNATURE: [Handwritten Signature]



POWER OF ATTORNEY APPOINTING INDIVIDUAL ATTORNEY-IN-FACT

KNOW ALL MEN BY THESE PRESENTS, that:

- 1. Employers Mutual Casualty Company, an Iowa Corporation
- 2. EMCASCO Insurance Company, an Iowa Corporation
- 3. Union Insurance Company of Providence, an Iowa Corporation
- 4. Illinois EMCASCO Insurance Company, an Iowa Corporation
- 5. Dakota Fire Insurance Company, a North Dakota Corporation
- 6. EMC Property & Casualty Company, an Iowa Corporation

hereinafter referred to severally as "Company" and collectively as "Companies", each does, by these presents, make, constitute and appoint:

TERESA STEPHENSON

its true and lawful attorney-in-fact, with full power and authority conferred to sign, seal, and execute the Bid Bond

Any and All Bonds

and to bind each Company thereby as fully and to the same extent as if such instruments were signed by the duly authorized officers of each such Company, and all of the acts of said attorney pursuant to the authority hereby given are hereby ratified and confirmed.

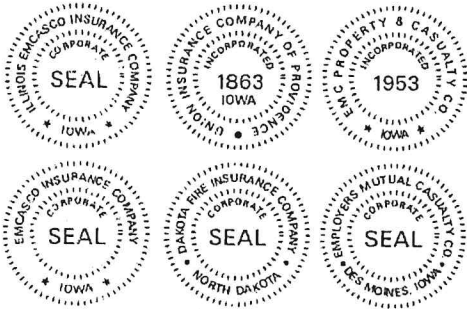
AUTHORITY FOR POWER OF ATTORNEY

This Power-of-Attorney is made and executed pursuant to and by the authority of the following resolution of the Boards of Directors of each of the Companies at the first regularly scheduled meeting of each company duly called and held in 1999:

RESOLVED: The President and Chief Executive Officer, any Vice President, the Treasurer and the Secretary of Employers Mutual Casualty Company shall have power and authority to (1) appoint attorneys-in-fact and authorize them to execute on behalf of each Company and attach the seal of the Company thereto, bonds and undertakings, recognizances, contracts of indemnity and other writings obligatory in the nature thereof; and (2) to remove any such attorney-in-fact at any time and revoke the power and authority given to him or her. Attorneys-in-fact shall have power and authority, subject to the terms and limitations of the power-of-attorney issued to them, to execute and deliver on behalf of the Company, and to attach the seal of the Company thereto, bonds and undertakings, recognizances, contracts of indemnity and other writings obligatory in the nature thereof, and any such instrument executed by any such attorney-in-fact shall be fully and in all respects binding upon the Company. Certification as to the validity of any power-of-attorney authorized herein made by an officer of Employers Mutual Casualty Company shall be fully and in all respects binding upon this Company. The facsimile or mechanically reproduced signature of such officer, whether made heretofore or hereafter, wherever appearing upon a certified copy of any power-of-attorney of the Company, shall be valid and binding upon the Company with the same force and effect as though manually affixed.

IN WITNESS THEREOF, the Companies have caused these presents to be signed for each by their officers as shown, and the Corporate seals to be hereto affixed this 30th day of March, 2020.

Seals



Scott R. Jean

Scott R. Jean, President & CEO
of Company 1; Chairman, President
& CEO of Companies 2, 3, 4, 5 & 6

Todd Strother

Todd Strother, Executive Vice President
Chief Legal Officer & Secretary of
Companies 1, 2, 3, 4, 5 & 6

On this 30th day of March, 2020 before me a Notary Public in and for the State of Iowa, personally appeared Scott R. Jean and Todd Strother, who, being by me duly sworn, did say that they are, and are known to me to be the CEO, Chairman, President, Executive Vice President, Chief Legal Officer and/or Secretary, respectively, of each of the Companies above; that the seals affixed to this instrument are the seals of said corporations; that said instrument was signed and sealed on behalf of each of the Companies by authority of their respective Boards of Directors; and that the said Scott R. Jean and Todd Strother, as such officers, acknowledged the execution of said instrument to be their voluntary act and deed, and the voluntary act and deed of each of the Companies.

My Commission Expires October 10, 2022.

Kathy Loveridge

Notary Public in and for the State of Iowa



CERTIFICATE

I, James D. Clough, Vice President of the Companies, do hereby certify that the foregoing resolution of the Boards of Directors by each of the Companies, and this Power of Attorney issued pursuant thereto on 30th day of March, 2020, are true and correct and are still in full force and effect.

In Testimony Whereof I have subscribed my name and affixed the facsimile seal of each Company this 21st day of September, 2020.

J D Clough

Vice President

Christensen Construction Co.

P.O. Box 159, Kingdom City, MO 65262

Phone 573-814-3308 - Fax 573-814-0403

christensen@christensenasphalt.com

September 22, 2020

CCITY OF ASHLAND 2020 MILLING & OVERLAY OF CITY STREETS LABOR & EQUIPMENT RATES

LABOR EXPENSE

OPERATOR STRAIGHT TIME \$95.31/HR	OVERTIME \$139.40/HR
LABORER STRAIGHT TIME \$76.09/HR	OVERTIME \$110.39/HR

EQUIPMENT EXPENSE (DOES NOT INCLUDE OPERATOR)

FOREMAN PICKUP TRUCK	\$90/DAY
UTILITY TRAILER	\$50/DAY
DISTRIBUTOR TRUCK	\$155/HR
DUMP TRUCK	\$105/HR
FLATBED TRUCK	\$70/HR
ROLLER	\$70/HR
MOTORGRADER	\$100/HR
UTILITY TRACTOR	\$70/HR
SKIDSTEER LOADER	\$80/HR
BROOM ATTACHMENT	\$45/HR
MILLING HEAD ATTACHMENT	\$45/HR
PAVING MACHINE	\$150/HR
TRACKHOE	\$150/HR
MINI EXCAVATOR	\$90/HR
POWER BROOM	\$115/HR
WRITGEN w120CFI BIG MILL	\$600/HR
BLOWER	\$20/HR
EQUIPMENT MOBILIZATION	\$250 EACH TRIP

September, 2020

**City of Ashland 2020 Milling & Overlay of City Streets Project
Bidders Qualification**

Sheet A

MAJOR PROJECTS COMPLETED

Love's Travel Plaza New Florence
John White 217-821-2312
\$1,183,924 Contract Amount
100% Complete
June 2020 Completion Date

MoDOT J5S3257 Boone & Callaway Counties
\$4,448,174.00 Contract Amount
100% Complete
September 2019 Completion Date

Boone County Mill & Overlay
\$808,745 Contract Amount
100% Complete
Fall 2019 Completion Date

MoDOT J5M0282 Routes NN/YY Boone County
\$440,007.00 Contract Amount
100% Complete
June 2019 Completion Date

Callaway County 2019 Asphalt Paving
Paul Winkleman 642-0740
\$281,513 Contract Amount
100% Complete
November 2019 Completion

City of Columbia – Fieldhouse Parking Lot
\$178,871 Contract Amount
100% Complete
Fall 2019 Completion

City of Fulton – Asphalt Overlay 2019
Steve Gohring 592-3111
\$182,410 Contract Amount
100% Complete
November 2019 Completion

New Fulton State Hospital
River City Construction – Warren Moody 573-657-7380
\$657,000.00 Contract Amount
100% Complete
November 2018 Completion Date



City of Ashland

109 East Broadway, Ashland, Missouri 65010

Department Source: Public Works

To: Board of Alderpersons

From: James Creel, Public Works Director

Board Meeting Date: October 6, 2020

Re: Infrastructure Acceptance-Liberty Landing Subdivision, Plats 1-6

EXECUTIVE SUMMARY:

Authorization is needed for the acceptance of infrastructure (streets, storm water, sewer, and water systems) in Liberty Landing Subdivision in Plats 1-6.

DISCUSSION:

Ashland Public Works (APW) staff and various designees have completed acceptance inspections of the streets, water, sewer, and storm water systems of Liberty Landing Subdivision, Plats 1-6. These inspections include, but are not limited to, the following:

- verification of adherence to approved plans, dimensions, and specifications
- elevation levels and fall confirmation
- compaction methods and results
- materials and methods employed during construction
- seal and leak testing

Any and all known issues have been addressed and the infrastructure is in acceptable condition. Acceptance of this infrastructure into city control will begin the appropriate warranty periods. Upon expiration of such, maintenance and repairs will be the responsibility of APW staff and its various designees.

FISCAL IMPACT:

As issues arise over time, there will be a financial obligation to the city for necessary repairs and maintenance. It is not feasible to identify any approximate figures at this time, as the future repairs and maintenance needs are unknown.

SUGGESTED BOARD ACTION:

If the Board of Alderpersons agrees with the staff recommendation, the Mayor should be allowed to authorize the acceptance of the listed infrastructure within Liberty Landing Subdivision, Plats 1-6.

AN ORDINANCE AUTHORIZING THE MAYOR TO EXECUTE A SUBDIVISION
WARRANTY AGREEMENT FOR LIBERTY LANDING PLATS 1-6

WHEREAS, Liberty Landing Subdivision Plats 1-6 have been developed; and

WHEREAS, the staff agrees the developer has completed all improvements shown on the construction plans for Liberty Landing Subdivision Plat 1-6 that are to be dedicated to the City; and

WHEREAS, staff recommends that the City enter into a Subdivision Warranty Agreement with the developers of Liberty Landing Subdivision Plats 1-6.

NOW THEREFORE, BE IT ORDAINED BY THE BOARD OF ALDERMEN OF THE CITY OF ASHLAND, MISSOURI AS FOLLOWS:

Section 1. The Mayor, on behalf of the City of Ashland, is hereby authorized to execute a Subdivision Warranty Agreement with the developers of Liberty Landing Subdivision Plats 1-6. The form and content of the agreement shall be substantially as set forth in Exhibit A, which is attached to and made a part of this ordinance.

Section 2. This ordinance shall be in full force and effect after its passage and approval.

Dated this _____ day of _____, 2020.

Richard Sullivan, Mayor

Attest:

Darla Sapp, City Clerk

Certified as to correct form:

Jeffrey Kays, City Attorney

SUBDIVISION WARRANTY AGREEMENT

This agreement is entered into between _____, (“Developer”) and the City of Ashland, Missouri (“City”) on this ___ day of _____, 2020.

Whereas, Developer has completed all improvements shown on the Construction Plans for Liberty Landing Subdivision Plats 1-6 that are to be dedicated to the City (“the Improvements”); and

Whereas, the City has determined that the improvements have been satisfactorily completed; and

Whereas, Developer desires that the City accept the dedication of the Improvements and is submitting this written warranty as required by Ashland City Code, Section 12.020 as a prerequisite for City acceptance.

NOW, THEREFORE, Developer and City Agree as follows:

1. Developer hereby dedicates the improvements to the City and warrants the improvements for their intended use against any and all defects or failures, whether caused by design, installation, nature, or any other cause for a period of three years from the date of acceptance of the Improvements by the City.

2. City agrees to accept the dedication of the Improvements for maintenance.

3. If the City discovers any defects or failures in the Improvements within the three year warranty period, City shall notify Developer of the defect or failure. Developer shall, within sixty days after receiving notice from the City, correct the defect or failure to the reasonable satisfaction of the City. If the Developer fails to correct the defect or failure to the reasonable satisfaction of the City, the City may correct the defect or failure using City employees or contracting with third parties. Developer shall reimburse the City for all costs and expenses arising out of the defects or failures including reasonable attorney fees and court costs.

4. Notice under this agreement shall be given in writing and shall be considered received upon personal delivery to the party to whom the notice is directed or two business days after it is deposited in the United States mail, first class, postage prepaid, addressed as follows (or to such other address as a party may specify by notice given under this section):

To Developer: _____

To City: City Administrator
109 East Broadway

Ashland, MO 65010

IN WITNESS WHEREOF, the parties have executed this agreement on the date first set forth above.

CITY OF ASHLAND MISSOURI

DEVELOPER

By: _____
Richard Sullivan, Mayor

By: _____

Attest:

Darla Sapp, City Clerk

AN ORDINANCE APPROVING THE FINAL MINOR PLAT FOR MCDOW SUBDIVISION

WHEREAS, the City has enacted a Subdivision Ordinance; and

WHEREAS, in accordance with the Subdivision Regulations, The Planning and Zoning Commission has recommended the approval of the McDow Subdivision at their meeting on October 06, 2020; and

WHEREAS, the Board of Aldermen accepts the recommendation of the Planning and Zoning Commission.

BE IT ORDAINED BY THE BOARD OF ALDERMEN OF THE CITY OF ASHLAND, MISSOURI AS FOLLOWS:

Section 1. The final plat of McDow Subdivision, sealed September 24, 2020 meets the requirements of Chapter 11, Subdivision Regulations, of the City of Ashland Municipal Code and approved for recording.

Section 2. The legal description of the subdivision is as follows:

A tract located in the Northeast quarter of Section 27, Township 47 North, Range 12 West, City of Ashland, Boone County, Missouri and being the tract described in Book 3979, Page 56 of the Boone County records & being more particularly described as follows:

Starting at the Northeast corner of said Section 27; Thence with the north line of said Section 27 N 89° 57' 20"W, 778.66 feet to a point on the West right-of-way line of U.S. Highway 63 the point of beginning:

Thence from the point of beginning continuing with said West right-of-way line S 00°07'55"W, 66.40 feet; Thence S 82°31'20"E, 690.10 feet; Thence S 02°14'10"E, 870.75 feet; Thence S 09°43'44"W, 599.80 feet; Thence N 81°19'05"W, 1.95' feet; Thence 124.32 feet with a curve to the right, curve radius 5579.55 feet; Chord S 07°56'40"W, 124.30 feet; Thence S 08°35'00"W, 350.85 feet; Thence S 02°43'35"E, 102.00 feet; Thence S 08°35'00" W, 462.00 feet to the Northeast corner of Tract shown by the Survey in Book 5119 Page 157 of the Boone County Records also being a point on the South line of the Northeast quarter of said Section 27; Thence leaving said West right-of-way line and with the North line of the Tract shown by said Survey in Book 5119 Page 157 N 89°11'50"W, 1099.00 feet to the point on the West line of the East half of the Northeast quarter of said Section 27; Thence leaving said North line and with the West line of the East half of the Northeast quarter of said Section 27 N 01°10'05"E, 2631.45 feet to the Northwest corner of the East half of the Northeast quarter of said Section 27; Thence leaving

said West line and with the North line of said Section 27 S 89°57'20"E, 564.15 feet to the point of beginning and containing 72.43 acres.

Section 3. The City Clerk is hereby, instructed to have the plat recorded.

Section 4. This ordinance shall be in full force and effect after its passage and approval.

Dated this _____ day of _____, 2020.

Richard Sullivan, Mayor

Attest:

Darla Sapp, City Clerk

Certified as to correct form:

Jeffrey Kays, City Attorney

Engineering Surveys & Services

Consulting Engineers, Land Surveyors, and Geoprofessionals
Analytical and Materials Laboratories

1113 Fay Street
Columbia, Missouri 65201
Telephone: 573-449-2646

ess@ess-inc.com
www.ess-inc.com

September 29, 2020

Ms. Carrie Fischer
City of Ashland
109 E. Broadway
Ashland, MO 65010

RE: McDow Subdivision
Plat Review
Submitted VIA Email

Dear Ms. Fischer:

At your request, we have reviewed McDow Subdivision, prepared by Kevin M. Schweikert with Brush & Associates, Inc. All comments have been addressed.

Recommend approval.

Please let me know if you have any questions.

Respectfully,
Engineering Surveys & Services



Frederick E. Carroz III, PLS.



City of Ashland

109 East Broadway, Ashland, Missouri 65010

Department Source: City Administrator

To: Board of Alderpersons

From: Tony St Romaine

Board Meeting Date: Sept 1, 2020

Re: Wastewater Treatment Plant: Final Engineering & Inspection Fees for Allstate Consultants

EXECUTIVE SUMMARY: The City was notified earlier this year that there would be additional expenses from Allstate Consultants as a result of the extension of the Wastewater Treatment Plant project. The additional fees totaled \$68,000.

DISCUSSION: Due to the lack of cost detail associated with the request, additional clarification was requested. A copy of the letter from Allstate dated August 21, 2020 has been included with this item to justify the additional expenses.

FISCAL IMPACT:

Short Term Impact (cost proposed legislation the next 2 years): \$68,000. Sewer Utility Funds are available to cover this additional cost.

Long Term Impact: \$0

SUGGESTED BOARD ACTION:

Should the Board of Aldermen agree that the expenses are warranted, staff recommends that final payment be authorized to Allstate to include this request for additional funds.

AN ORDINANCE AUTHORIZING THE MAYOR TO EXECUTE ADDENDUM NO. 1 TO THE AGREEMENT FOR ENGINEERING SERVICES WITH ALLSTATE CONSULTANTS LLC. FOR THE MECHANICAL WASTEWATER TREATMENT PLANT

BE IT ORDAINED BY THE BOARD OF ALDERMEN OF THE CITY OF ASHLAND, MISSOURI, AS FOLLOWS:

The Mayor of the City of Ashland is hereby authorized to execute addendum No. 1 to the agreement dated October 23rd, 2017 on behalf of the City of Ashland for Engineering Services, a copy of which is attached hereto, with Allstate Consultants of Columbia, Missouri, to furnish advice, consultation and assistance in the design, construction and initial operation of a wastewater treatment facility system for the City for Ashland, Missouri. A memo outlining the additional compensation for services and addendum no. 1 is attached and made part of this agreement.

Passed by the Board of Aldermen of the City of Ashland, Missouri on this _____ day of _____, 2020.

Richard Sullivan, Mayor

Attest:

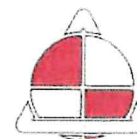
Darla Sapp, City Clerk

Certified as to correct form:

Jeffrey Kays, City Attorney

Engineering Our Community

August 21, 2020



**ALLSTATE
CONSULTANTS**

Tony St. Romaine
109 E. Broadway
Ashland, MO 65010

Re: Ashland, Missouri
Wastewater Treatment Facility
Final Engineering and Construction Inspection Fees

Dear Tony:

This summary is intended to provide additional data and information in regard to our invoice of professional fees that was submitted April 2, 2020 as part of our final proposed billing.

Allstate Consultants provided complete designs, construction services, and right-of-way services on this project and the Airport pump station and force main. Our current engineering services agreement is attached for your files and reference.

Through the process we helped the City obtain more grant funds - \$500,000 CDBG and the \$1.5 mil private funds. The regional pump station project came in greatly below the budget. As part of this budget revision, Allstate was asked to lower our hourly construction inspection and engineering budgets by Gene Rhohr and George Campbell. We executed the attached agreement with the attached revised budgets, but agreed that additional items requested or directed by the city would be billed hourly per Section E of the attached agreement. We lowered our budgets that were only estimates at that time, by approximately \$200,000. This assisted in expanding the budget for the wastewater treatment facility construction and increasing contingencies until needs were known as WWTP construction progressed.

Extra work that was requested, directed or required is summarized below for your records:

- 1. Easements:** The City was going to get easements from CL Richardson for electric and soil excavation. The City was not able to get these easements, so we had redesign work required after plans were completed and permitted by the City.
- 2. Electric Power:** At the request of the City we worked with Ameren early on during the design process to accommodate their needs and requirements. The City was then told they would have to pay from \$50,000 up to \$93,000 by Ameren and the Mayor requested that Allstate attempt to mitigate this cost after the plans were already approved. After bid, Ameren was going to charge the City additional money for new electric service. We had several meetings with Ameren and Allstate showed them their own guidance where the costs should be limited based upon electric use. Ameren's staff did not agree with it, but it was in their own guidance. Lyn Woolford got involved and made changes to our site plans with Ameren without our knowledge or approval. We were not consulted by Lyn and he authorized modifications to approved WWTP drawings. The headworks site plan was affected by the electric service changes, so we had to redesign the

headworks, force main and water main to accommodate Lyn's directed changes. The contractor requested moving the 6" force main from where we showed to get it away from the main construction area so it would be out of the way and would not be damaged. On the south side of the property, Ameren installed a new pole that interfered with the location of the force main and water line, so we spent time adjusting the plan view utility alignments. We also had to adjust locations to storm piping and entrance on the south side. The roadway was adjusted as well. This was all completed after plans were final, approved and permitted by the City. To our knowledge, the city did not have to pay excess funds to Ameren.

3. **Value Engineering:** After bidding, the city requested new changes to the building design to save money and construct new alternates, which impacted other items on plan sheets which had to be redesigned and approved by MDNR.
4. **Other Items Requested by the City in Addition to Basic Designs:** The City requested changes to the roadway design, designed maintenance building, and fence as well as other site items requested by the City which were in addition to approved plans.
5. **Start-Up:** Start-up went reasonably well but then the solids from the lagoon did upset the new wastewater treatment plant which took additional time for our staff. This was requested by the City and supervised by the city's operator.
6. **Covid:** We could not meet with the City about this final billings for professional services. We usually always wait until the end to make sure all other items are worked out with the Contractor funding agency and City before issuing our final billings as additional services to the original contract.
7. **Time:** Contractor went over time in-part due to bad weather last year, Covid, and other factors. It took additional time for our staff along with these delays.
8. **Concrete:** The Contractor requested to strip concrete forms the day following the pours, which was requested to make up for lost weather time in good faith. We spent time in review of guidance and then on site observing and monitoring the concrete temperature to document the concrete did not freeze, as well as other time saving measures.

Please note in the attached contract that on page 8, Section E – Special Provisions and All additional engineering services authorized or directed by the Owner will be billed hourly. Our April 3, 2020 billing is intended to comply with this provision.

There may be other miscellaneous items, but the above are the basic reasons for the increase in costs.

Please call if you have any questions.

Sincerely,



Cary D. Sayre, PE
Allstate Consultants LLC
Enclosures



ALLSTATE
CONSULTANTS

3312 LeMone Industrial Blvd.
Columbia, MO 65201
Phone (573) 875-8799
Fax: (573) 875-8850
E-Mail: allstate@allstateconsultants.net



MEMO

TO: Tony St. Romaine, City Administrator – Ashland, Missouri
FROM: Chad Sayre, P.E.
DATE: April 2, 2020
CC:
RE: Wastewater Treatment Facility Improvements – Ashland, Missouri

Mr. St. Romaine:

Allstate Consultants formally requests additional compensation for services for the Wastewater Treatment Facility Improvements project. Attached is the proposed Addendum No. 1 to the Agreement for Engineering Services. The following is a summary of the amounts we are requesting:

Construction Engineering and Staking	\$25,000.00
Construction Observation	<u>\$43,000.00</u>
Total	\$68,000.00

Please note that the requested amount covers costs we have incurred since our last billing, which was in November 2019. The cost also includes an additional \$15,000.00 to provide services to final construction completion as well as post construction phase, such as assistance with treatment facility operations and monitoring.

The project was originally scheduled to be complete by December 2019. However, due to delays such as weather, construction is anticipated to be complete by April 30, 2020.

We request you present the Addendum at the next Board meeting for review and discussion. Please let us know if you would like to meet or phone conference to discuss this request prior to the next Board meeting.

Thank you and please advise if you have any questions or concerns.

Allstate Consultants LLC

Chad Sayre, P.E

**ADDENDUM NO. 1
TO AGREEMENT FOR ENGINEERING SERVICES
THE CITY OF ASHLAND, MISSOURI
AND
ALLSTATE CONSULTANTS LLC**

AN ADDENDUM, dated the _____ day of _____, 20____ to the Agreement for Engineering Services for Wastewater Treatment Facility Improvements – Ashland, Missouri, dated the 23th day of October, 2017, by and between the City of Ashland, Missouri, hereinafter called "Owner" and Allstate Consultants LLC hereinafter called the "Engineer" for:

Compensation for Additional Construction Engineering, Construction Staking, and Construction Observation Services (Section C)

1. The following totals for additional services shall be considered "not-to-exceed" allowances. These amounts may be amended if authorized by the Owner and agreed to by both parties.
2. These services will be invoiced monthly, on an hourly basis, as they are completed. The Owner shall remit payment with 30 days of receipt of the invoice.

Additional Services

Construction Engineering & Staking	\$25,000.00
Construction Observation	<u>\$43,000.00</u>
 Total for Additional Services (Section C):	 \$68,000.00

OWNER:

CITY OF ASHLAND, MISSOURI

Gene Rhorer, Mayor

ATTEST:

Darla Sapp, City Clerk


ENGINEER:

ALLSTATE CONSULTANTS LLC



Chad W. Sayre, PE, Vice-President

ATTEST:



Karan Sayre, Office Manager

AGREEMENT FOR ENGINEERING SERVICES

This Agreement, made this 23rd day of October, 20 07, by and between

City of Ashland, Missouri, hereafter referred to as the OWNER,
and Allstate Consultants LLC hereinafter referred to as the ENGINEER:

The OWNER intends to construct:

Wastewater Treatment Facility Improvements

in Boone County, State of Missouri, which may be paid for in part with financial assistance from the United States of America and/or the State of Missouri, acting through the appropriate FUNDING AGENCY and for which the ENGINEER agrees to perform the various professional services for the design and construction of said system. Funding agencies include, but are not limited to, the following: United States Department of Agriculture – Rural Development (USDA-RD), Missouri Department of Natural Resources – State Revolving Fund (MDNR-SRF), and Missouri Department of Economic Development – Community Development Block Grant (DED-CDBG).

WITNESSETH:

That for and in consideration of the mutual covenants and promises between the parties hereto, it is hereby agreed:

SECTION A – ENGINEERING SERVICES

The ENGINEER shall furnish engineering services as follows:

1. The ENGINEER will conduct preliminary investigations, prepare preliminary drawings, provide a preliminary itemized list of probable construction costs effective as of the date of the preliminary report, and submit a preliminary engineering report following funding agency instructions and guides. The OWNER will receive progress reports from the ENGINEER regarding the completion of preliminary services. These service are to be completed in a reasonable time.
2. The ENGINEER will furnish ____ copies of the preliminary engineering report, and layout maps to the OWNER.
3. The ENGINEER will attend conferences with the OWNER, FUNDING AGENCY representatives, or other interested parties as may be reasonably necessary.
4. After the preliminary engineering report has been reviewed and approved by the OWNER and by the funding agency and the OWNER directs the ENGINEER to proceed, the ENGINEER will perform the necessary design surveys, accomplish the detailed design of the project, prepare construction drawings, specifications and contract documents, and prepare a final cost estimate based on the final

design for the entire system. It is also understood that if subsurface explorations (such as borings, soil tests, rock soundings and the like) are required, the ENGINEER will furnish coordination of said exploration without additional charge, but the costs incident to such explorations shall be paid for by the OWNER as set out in Section D hereof.

5. The contract documents furnished by the Engineer under Section A-4 shall utilize FUNDING AGENCY endorsed construction contract documents. All of these documents shall be subject to funding agency approval.
6. Prior to the advertisement for bids, the ENGINEER will provide for each construction contract, not to exceed 10 copies of detailed drawings, specifications and contract documents for use by the OWNER, appropriate Federal, State, and local agencies from whom approval of the project must be obtained. The cost of such drawings, specifications, and contract documents shall be included in the basic compensation paid to the ENGINEER.
7. The ENGINEER will furnish additional copies of the drawings, specifications and contract documents as required by prospective bidders, material suppliers, and other interested parties, but may charge them for the reasonable cost of such copies. Upon award of each contract, the ENGINEER will furnish to the OWNER 6 sets of the drawings, specifications and contract documents for execution. The cost of these sets shall be included in the basic compensation paid to the ENGINEER. Original documents, survey notes, tracings, and the like, except those furnished to the ENGINEER by the OWNER, are and shall remain the property of the ENGINEER.
8. The drawings prepared by the ENGINEER under the provisions of Section A-4 above shall be in sufficient detail to permit the actual location of the proposed improvements on the ground. The ENGINEER shall prepare and furnish to the OWNER without any additional compensation, three copies of a map(s) showing the general location of needed construction easements and permanent easements and the land to be acquired. Property surveys, property plats, property descriptions, abstracting and negotiations for land rights shall be accomplished by the OWNER, unless the OWNER requests, and the ENGINEER agrees to provide those services. In the event the ENGINEER is requested to provide such services, the ENGINEER shall be additionally compensated as set out in Section D hereof.
9. The ENGINEER will attend the bid opening and tabulate the bid proposals, make an analysis of the bids, and make recommendations for awarding contracts for construction.
10. The ENGINEER will review and approve, for conformance with the drawings and specifications, any necessary shop and working drawings furnished by the contractor.
11. The ENGINEER will interpret the intent of the drawings and specifications to protect the OWNER against defects and deficiencies in construction on the part of the contractors. The ENGINEER will not, however, guarantee the performance by any contractor.
12. The ENGINEER will establish baselines for locating the work together with a suitable number of bench marks adjacent to the work as shown in the contract documents.

13. The ENGINEER will provide general engineering review of the work of the contractors as construction progresses to ascertain that the contractor is conforming to the drawings and specifications.
14. Unless otherwise agreed, the resident inspector will be provided by the ENGINEER. The ENGINEER'S undertaking hereunder shall not relieve the contractor of the contractor's obligation to perform the work in conformity with the drawings and specifications and in a workmanlike manner; shall not make the ENGINEER an insurer of the contractor's performance; and shall not impose upon the ENGINEER any obligation to see that the work is performed in a safe manner. In cases where the OWNER provides resident construction inspections, the ENGINEER will provide guidance to the OWNER'S resident inspector. The compensation for guidance of the OWNER'S resident inspector is included in the compensation under SECTION B. Qualifications and selection of the resident inspector shall be subject to the recommendations/acceptance of the ENGINEER and the concurrence of the FUNDING AGENCY, if required.
15. The ENGINEER will cooperate and work closely with FUNDING AGENCY representatives.
16. The ENGINEER will review the contractor's applications for progress and final payment and, when approved, submit same to the OWNER for payment.
17. The ENGINEER will prepare necessary contract change orders for approval of the OWNER, FUNDING AGENCY, and others on a timely basis.
18. The ENGINEER will make final review prior to the issuance of the statement of completion of all construction and submit a written report to the OWNER and FUNDING AGENCY. Prior to submitting the final pay estimate, the ENGINEER shall submit a statement of completion to and obtain the written acceptance of the facility from the OWNER.
19. The ENGINEER will provide the OWNER with one set of reproducible record drawings and two sets of prints at no additional cost to the OWNER. Such drawings will be based upon construction records, provided by the contractor during construction, and will be reviewed by the resident inspector taking into account the resident inspector's construction data.
20. If State Statutes require notices and advertisements of final payment, the ENGINEER shall assist in preparation.
21. The ENGINEER will be available to furnish engineering services and consultations necessary to correct unforeseen project operation difficulties for a period of one year after the date of statement of completion of the facility. This service will include instruction of the OWNER in initial project operation and maintenance but will not include supervision of normal operation of the system. Such consultation and advice shall be furnished without additional charge except for travel and subsistence costs. The ENGINEER will assist the OWNER in performing a review of the project during the 11th month after the date of the certificate of completion.
22. The ENGINEER further agrees to obtain and maintain, at the ENGINEER'S expense, such insurance as will protect the ENGINEER from claims under the Workman's Compensation Act and such comprehensive general liability insurance as will protect the OWNER and the ENGINEER from all

claims for bodily injury, death, or property damage which may arise from the performance by the ENGINEER or by the ENGINEER'S employees of the ENGINEER'S functions and services required under this Agreement.

23. Upon written authorization from the OWNER, FUNDING AGENCY obligation, and an approved bond election, the ENGINEER will complete final plans, specifications and contract documents in a reasonable time. The OWNER will receive monthly progress reports from the ENGINEER regarding the completion of the plans, specifications and contract documents.
24. Then Engineer will conduct and handle all consultations, communications and negotiations between any contractor and the OWNER pertaining to the design, methods, materials, construction, inspection, payment and approval of the construction project.

SECTION B - COMPENSATION FOR ENGINEERING SERVICES

1. The OWNER shall compensate the ENGINEER for preliminary engineering services in the sum of
_____ Dollars

(\$ _____) to be paid after review and approval of the preliminary engineering report by the OWNER and appropriate State Agency.

2. The OWNER shall compensate the ENGINEER for design and contract administration engineering services in the amount of : (Select (a) or (b))

(a) _____ Dollars

(\$ 55,000.00) or

(b) As shown in SECTION E

When SECTION E is used to establish compensation for the design and contract administration services, the actual construction costs on which compensation is determined shall exclude legal fees, administrative costs, engineering fees, land rights, acquisition costs, water costs, and interest expense incurred during the construction period.

(c) Compensation under Item 2(a) shall not exceed the amount when compared with Compensation under 2(b).

3. The compensation for preliminary engineering report, design and contract administration services shall be payable as follows:

(a) A sum which equals seventy percent (70%) of the total compensation payable under Section B-1 and 2, after completion and submission of the construction drawings, specifications, cost estimates, and contract documents, and the acceptance of the same by the OWNER and the FUNDING AGENCY.

Loan and/or grant funds will not be available for eligible engineering costs until the loan and/or grant closing date. If interim payments for compensation are agreed to by the OWNER and the ENGINEER before loan and/or grant closing, such payments shall be the responsibility of the OWNER. Interim payments can be reimbursed by the FUNDING AGENCY provided they represent an eligible engineering cost and funds are available for payment.

- (b) A sum which together with the compensation provided in Section B 3(a) above, equals eighty percent (80%) of the compensation payable immediately after the construction contracts are awarded.
 - (c) A sum equal to fifteen percent (15%) of the compensation will be paid on a monthly basis for general engineering review of the contractor's work during the construction period on percentage ratios identical to those approved by the ENGINEER as a basis upon which to make partial payments to the contractor(s). However, payment under this paragraph and of such additional sums as are due the ENGINEER by reason of any necessary adjustments in the payment computations will be in the amount so that the aggregate of all sums paid to the ENGINEER will equal ninety-five percent (95%) of the compensation. A final payment to equal 100 percent shall be made when it is determined that all services required by this Agreement have been completed except for the services set forth in Section A-21 hereof.
- 4. No deduction shall be made from the ENGINEER'S compensation on account of penalty, liquidated damages, or other amounts withheld from payment to contractors.
 - 5. If financing is not accomplished or for any reason the project is abandoned, the OWNER and the ENGINEER agree to negotiate a settlement as permitted by law.

SECTION C – COMPENSATION FOR RESIDENT INSPECTION, CONSTRUCTION ENGINEERING, AND CONSTRUCTION STAKING AS SET FORTH IN SECTION A

- 1. The OWNER shall compensate the ENGINEER for construction engineering and staking services in the amount of :

Sixty-Five Thousand and 00/100 Dollars

(\$ 65,000.00)

- 2. The OWNER shall compensate the ENGINEER for resident inspection and construction observation services in the amount of :

Two Hundred Twenty-Five Thousand and 00/100 Dollars

(\$ 225,000.00)

- 3. When the ENGINEER provides resident inspection, the ENGINEER will, prior to the preconstruction conference, submit documentation showing the total dollar amount that reflects and details out the hourly amount plus any expense the ENGINEER would incur for resident inspection for the project

and a resume of the resident inspector's qualifications, anticipated duties and responsibilities. Both the total dollar amount and the resume will be subject to the approval by the OWNER and FUNDING AGENCY.

4. Once each month, the ENGINEER will render an itemized bill to the OWNER properly documenting the expenses for such services. The itemized bill will include services performed during the previous month and will be due and payable by the OWNER to the ENGINEER within 30 days from the date the bill is rendered.

SECTION D - ADDITIONAL ENGINEERING SERVICES

In addition to the foregoing being performed, the following services may be provided to the OWNER. Payment for the services in this SECTION D shall be as authorized by the OWNER. The ENGINEER will render to the OWNER for such services an itemized bill, separate from any other billing, once each month, for compensation for services performed hereunder during such periods, the same to be due and payable by OWNER to the ENGINEER within 30 days from the date the bill is rendered.

1. Site surveys for water treatment plants, sewage treatment works, dams, reservoirs, and other similar special surveys as may be required.
2. Laboratory tests, well test, borings, specialized geological, soils, hydraulic, or other studies recommended by the ENGINEER.
3. Property surveys, detailed description of sites, maps, drawings, or estimates related thereto; assistance in negotiating for land and easement rights.
4. Necessary data and filing maps for water rights, water adjudication and litigation.
5. Redesigns ordered by the OWNER after final plans have been accepted by the OWNER and FUNDING AGENCY, except redesigns to reduce the project cost to within the funds available.
6. Appearances before courts or boards on matters of litigation or hearings related to the project.
7. Preparation of environmental reports or environmental impact statements.
8. Performance of detailed staking necessary for construction of the project in excess of the control staking set forth in Section C.
9. The ENGINEER further agrees to provide the operation and maintenance manual for facilities when required. The dollar amount for this service will be determined after construction bidding and agreed to by the OWNER, ENGINEER, and FUNDING AGENCY.
10. Extra costs for contract administration engineering services, beyond the contractor's completion time, may be allowed upon justification from the ENGINEER.

11. The OWNER hereby agrees and authorizes the ENGINEER to perform the following additional engineering services:

(a) The OWNER shall compensate the ENGINEER for construction testing services in the amount of :

Forty Thousand and 00/100 Dollars

(\$ 40,000.00)

(b) The OWNER shall compensate the ENGINEER for antidegradation and stream assessment services in the amount of :

Twenty-Five Thousand and 00/100 Dollars

(\$ 25,000.00)

(c) The OWNER shall compensate the ENGINEER for _____ services in the amount of :

_____ Dollars

(\$ _____)

(d) The OWNER shall compensate the ENGINEER for _____ services in the amount of :

_____ Dollars

(\$ _____)

(e) The OWNER shall compensate the ENGINEER for _____ services in the amount of :

_____ Dollars

(\$ _____)

(f) Notes/Comments:

SECTION E - SPECIAL PROVISIONS

Special provisions, Attachment 1, to the Agreement for Engineering Services has been attached hereto and is incorporated as a basic integral part of this Agreement for Engineering Services.

Notes/Comments:

All additional engineering services authorized or directed by the OWNER will be billed hourly under special provisions and outlined in Attachment 1.

For hourly rates see Attachment 2.

SECTION F – TOTAL COMPENSATION FOR ENGINEERING SERVICES AS SET FORTH IN SECTIONS B THROUGH E

The OWNER shall compensate the ENGINEER for engineering services (total of Sections B though E) in the amount of :

Four Hundred Ten Thousand and 00/100 Dollars
(\$ 410,000.00)

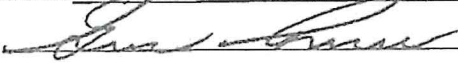
SECTION G - INTEREST ON UNPAID SUMS

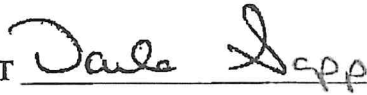
If the OWNER fails to make any payment due to the ENGINEER within 60 days of receipt of properly documented invoice for services and expenses, then the ENGINEER shall be entitled to interest at the rate of eight percent (8 %) per annum from said 60th day, not to exceed an annual rate of twelve percent (12%). If an interest rate is not specified in the blanks above, and there is an interest rate to be charged, it will be in compliance with RSMo 408.020.

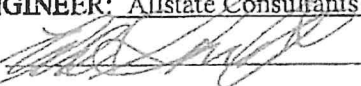
SECTION H - ACKNOWLEDGEMENT OF AGREEMENT

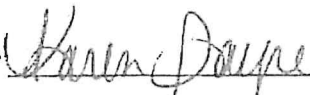
1. This Agreement may be signed by the OWNER and the ENGINEER, without FUNDING AGENCY approval, for services provided in Section A through E.
2. Approval by the FUNDING AGENCY shall in no way commit the FUNDING AGENCY to render financial assistance to the OWNER and is without liability for any payment hereunder, but in the event such assistance is provided, the approval shall signify that the provisions of this Agreement are consistent with the requirements of the FUNDING AGENCY.
3. This Agreement may be terminated by either party, without FUNDING AGENCY approval, by thirty days' written notice in the event of substantial failure to perform in accordance with the terms hereof by the one party through no fault of the other party. If terminated due to the fault of other than the ENGINEER, the ENGINEER shall be paid for services performed to the date of termination.

IN WITNESS WHEREOF, the parties hereto have executed, or caused to be executed, by their duly authorized officials, this Agreement in duplicate on the respective dates indicated below.

OWNER: City of Ashland, Missouri
By 
Type Name Gene Rhorer
Title Mayor
Date 10-23-17

(SEAL)
ATTEST 
Type Name Darla Sapp
Title City Clerk

ENGINEER: Allstate Consultants LLC
By 
Type Name Chad W. Sayre, P.E.
Title Vice President
Date 10/23/2017

(SEAL)
ATTEST 
Type Name Karen Savre
Title Office Manager

ATTACHMENT 1
SPECIAL PROVISIONS

Notes/Comments:



**ALLSTATE
CONSULTANTS**

2017 Rate Schedule

<u>TITLE</u>	<u>RATE</u>
PRINCIPAL.....	\$155.00
ENGINEER III	\$140.00
ENGINEER II.....	\$130.00
ENGINEER I	\$118.00
WATER QUALITY SCIENTIST III.....	\$140.00
WATER QUALITY SCIENTIST II.....	\$110.00
WATER QUALITY SCIENTIST I.....	\$70.00
PROJECT SCIENTIST III.....	\$135.00
INVESTIGATIVE ENGINEER III	\$215.00
INVESTIGATIVE ENGINEER II.....	\$190.00
INVESTIGATIVE ENGINEER I.....	\$165.00
TECHNICIAN VI/SURVEYOR III	\$125.00
TECHNICIAN V/SURVEYOR II.....	\$115.00
TECHNICIAN IV/SURVEYOR I/SENIOR PROJECT MANAGER.....	\$100.00
TECHNICIAN III/ PROJECT MANAGER I.....	\$85.00
TECHNICIAN II	\$70.00
TECHNICIAN I.....	\$50.00
TECHNICIAN	\$35.00
SURVEY CREW (1 MAN).....	\$125.00
SURVEY CREW (2 MEN)	\$150.00
SURVEY CREW (3 MEN)	\$175.00
INVESTIGATOR IV.....	\$125.00
INVESTIGATOR III	\$115.00
INVESTIGATOR II.....	\$90.00
INVESTIGATOR I.....	\$75.00
EXPERT TESTIMONY II.....	\$350.00
EXPERT TESTIMONY I.....	\$225.00
DRILL RIG CREW (2 MEN).....	\$160.00
DRILL RIG CREW WITH GROUTER (2 MEN).....	180.00
GPS RECEIVERS/DRONE (PER UNIT)	\$125.00/day
TRAFFIC COUNTERS (PER UNIT).....	\$50.00/day
ATV (PER UNIT).....	\$125.00/day
MILEAGE	IRS Rate
EXPENSES (Lodging, Meals, Printing, Research, & etc.).....	Actual Cost

GEOTECHNICAL AND CONSTRUCTION OBSERVATION AND TESTING SERVICES

SUBSURFACE EXPLORATION

Mobilization of Truck Mounted Drill Rig and 2-Man Crew.....	\$2.50/mile (\$ 250.00 Min.)
Mobilization of ATV Mounted Drill Rig and 2-Man Crew	\$3.50/mile (\$ 350.00 Min.)
Mobilization of Water Truck or Support Vehicle	\$0.90/mile
Drilling and Sampling Using Thin-walled Tubes and/or Split Barrel Samplers in Soil & NX Coring in Rock (Truck Mounted Drill and 2-Man Crew)	Actual Cost
Drilling and Sampling Using Thin-walled Tubes and/or Split Barrel Samplers in Soil & NX Coring in Rock (ATV Mounted Drill and 2-Man Crew).....	Actual Cost
ATV Mounted Drill Rig Surcharge (If Any)	Actual Cost
Specialized In-Situ Tests	On Request
Subcontractors, Rentals, Supplies and Dozer Assistance.....	Actual Cost

LABORATORY TESTING SERVICES

Moisture Content	\$6.00/test
Dry Unit Weight	\$15.00/test
Unconfined Compressive Strength	\$35.00/test
With Stress vs. Strain Curve	\$60.00/test
Extrude Shelby Tube.....	\$10.00/each
Calibrated Penetrometer Test.....	\$4.00/test
Visual Soil Classification.....	\$5.00/test
Atterberg Limits (3 Pt. Liquid Limit)	\$100.00/test
Sieve Analysis (with wet wash over No. 200 sieve)	\$100.00/test
Hydrometer Analysis	\$110.00/test
Combined Grain Size Analysis (Sieve and Hydrometer).....	\$220.00/test
Specific Gravity Determination	\$80.00/test
Swell Potential (1 Surcharge Pressure).....	\$200.00/test
Swell Potential and Swell Pressure.....	\$300.00/test
Consolidation Test with e log p Curve.....	\$525.00/test
With Time vs. Deformation Plots	\$50.00/plot
Standard Proctor Test.....	\$175.00/test
Modified Proctor Test.....	\$250.00/test
Laboratory CBR Test (Per Specimen)	\$250.00/test
Concrete Compressive Strength Tests	\$20.00/test
Capping or Trimming Irregular Ends of Concrete Cylinders.....	\$10.00/each
Concrete Flexural Strength Tests	\$50.00/test
Other Specialized Tests (Triaxial Shear, Direct Shear, Hydraulic Conductivity etc.).....	Actual Cost

3312 LeMone Industrial Boulevard
Columbia, Missouri 65201
Phone: 573-875-8799
Fax: 573-875-8850

900 SW Oldham Pkwy
Suite 203
Lee's Summit, MO 64081
573-864-9323

30601 Highway 5
Marcelline, Missouri 64658
Phone: 660-376-2941
Fax: 660-376-3492

**WASTEWATER TREATMENT AND COLLECTION SYSTEM IMPROVEMENTS
ASHLAND, MISSOURI**

**PRELIMINARY PROJECT COST ESTIMATE - WASTEWATER TREATMENT
0.600 MGD MECHANICAL TREATMENT PLANT**

OCTOBER 18, 2017

Item	Description	Quantity	Units	Unit Cost	Total
A. Construction Costs - Wastewater Treatment					
1.	Mobilization - Insurance, Bonding, Etc.	1	L.S.	\$ 50,000.00	\$ 50,000.00
2.	Interceptor Sewer	1300	L.F.	\$ 200.00	\$ 260,000.00 *
3.	Headworks Pump Station	1	L.S.	\$ 200,000.00	\$ 200,000.00 *
4.	Headworks Bar Screen / Grit Collector / Bar Rack	1	L.S.	\$ 600,000.00	\$ 600,000.00 *
5.	Piping	1	L.S.	\$ 100,000.00	\$ 100,000.00
6.	Batch Treatment System Units / Basins	1	L.S.	\$ 2,000,000.00	\$ 2,000,000.00
7.	Flow Equalization Basin	1	L.S.	\$ 200,000.00	\$ 200,000.00
8.	Discharge Structure (UV Disinfection)	1	L.S.	\$ 400,000.00	\$ 400,000.00
9.	Lab and Operations Building	1	L.S.	\$ 350,000.00	\$ 350,000.00
10.	Blower Building	1	L.S.	\$ 100,000.00	\$ 100,000.00
11.	Sludge Handling Facility & Equipment	1	L.S.	\$ 400,000.00	\$ 400,000.00
12.	Access Road & Stormwater Improvements	1	L.S.	\$ 90,000.00	\$ 90,000.00
13.	Finish Grading, Seeding, Mulching, Inc.	1	L.S.	\$ 50,000.00	\$ 50,000.00
Subtotal - Construction Costs:					\$ 4,800,000.00
B. Engineering Services - Wastewater Treatment					
1.	Preliminary Engineering Report & Facility Plan				\$ -
2.	Engineering, Planning, and Design				\$ 55,000.00 **
3.	Mapping, Surveying, & Easements				\$ -
4.	Construction Engineering & Staking				\$ 65,000.00
5.	Construction Observation				\$ 225,000.00 **
6.	Geotechnical Report				\$ -
7.	Construction Testing				\$ 40,000.00
8.	Administration				\$ -
9.	Antidegradation & Stream Assessment				\$ 25,000.00 **
Subtotal - Engineering Services:					\$ 410,000.00
C. Other Professional Services, Contingencies, & Misc. Costs - Wastewater Treatment					
1.	Legal & Bonding, Closing & Miscellaneous Costs				\$ 66,176.00
2.	Financial Advisor				\$ 80,477.00
3.	Attorney				\$ 50,000.00
4.	Unknown and Miscellaneous Contingency Costs				\$ 14,000.00
Subtotal - Other Prof. Services, Contingencies, & Misc. Costs:					\$ 190,653.00
D. Contingencies @ 5% of Construction Estimate					\$ 240,000.00
Total Project Costs:					\$ 5,640,653.00
E. Additive Alternate Evaluations					
1.	Maintenance Storage Building / Garage	1	L.S.	\$ 300,000.00	\$ 300,000.00
2.	Lagoon Berm for Sludge Holding	1	L.S.	\$ 100,000.00	\$ 100,000.00
Subtotal - Additive Alternate Evaluation Costs:					\$ 400,000.00
Total Project Costs w/ Additive Alternates:					\$ 6,040,653.00 ***
F. Proposed Funding Allocation					
1.	MDNR - State Revolving Fund Loan	\$	5,540,653.00		
2.	MDNR - Rural Sewer Grant	\$	500,000.00		
3.	City Cash Contribution	\$	-		
Total Proposed Funding Allocation		\$	6,040,653.00		

* Project Scope Includes Interceptor Sewer, Headworks Pump Station and Bar Screen, Design, Permitting, and Construction Estimates

** Replacement Costs (Additional \$55,000 - Engr. Design, \$20,000 - Const. Obs., \$25,000 - Antideg.) Base on Final Project Costs and Scope

*** Final Bids Will Determine Budget

Detailed Overall Project Budget Estimate

Description	Treatment System New Mechanical Treatment Plant Alternative	Collection System Option No. 3 Regional Service to NE Ashland	Project Totals
A.) Wastewater Improvements Project			
1.) Construction			
a. Wastewater Treatment Plant Estimate - September 2017 (See Detailed Budget)	\$ 4,800,000.00	\$ -	\$ 4,800,000.00
b. Collection System Bid - C.L. Richardson			
1.00 - Startup, Mobilization, Demobilization	\$ -	\$ 34,122.50	
2.00 - Force Main Line "A" - Interim Lagoon Connection	\$ -	\$ 54,013.25	
3.00 - Force Main Line "B" - Northeast Regional P.S.	\$ -	\$ 1,177,619.95	\$ 1,595,126.05
4.00 - Northeast Regional Pump Station	\$ -	\$ 305,032.85	
5.00 - Gravity Sewer	\$ -	\$ 24,337.50	
6.00 - Force Main Line "C" - The Baptist Home P.S.	\$ -	\$ 76,567.80	\$ 238,839.80
7.00 - The Baptist Home P.S.	\$ -	\$ 162,272.00	
8.00 - Change Orders To Date	\$ -	\$ 69,736.10	\$ 69,736.10
c. Collection System Electrical Extension - Boone Electric	\$ -	\$ 35,000.00	\$ 35,000.00
Subtotal	\$ 4,800,000.00	\$ 1,938,701.95	\$ 6,738,701.95
2.) Engineering Services			
a. Preliminary Engineering Report and Facility Plan	\$ 15,000.00	\$ 25,000.00	\$ 40,000.00
b. Engineering, Planning, and Design	\$ 435,000.00 *	\$ 180,000.00	\$ 615,000.00
c. Mapping, Surveying, and Easements	\$ 25,000.00	\$ 125,000.00	\$ 150,000.00
d. Construction Engineering and Staking	\$ 65,000.00	\$ 35,000.00	\$ 100,000.00
e. Construction Observation	\$ 225,000.00 *	\$ 135,000.00 **	\$ 360,000.00
f. Geotechnical Report	\$ 30,000.00	\$ -	\$ 30,000.00
g. Construction Testing	\$ 40,000.00	\$ -	\$ 40,000.00
h. Administration	\$ 25,000.00	\$ 25,000.00	\$ 50,000.00
i. Antidegradation & Stream Assessment	\$ 55,000.00 *	\$ -	\$ 55,000.00
j. Special Services & Reimbursable Expenses			
1.00 - Bat Sense - Bat Habitat Assessment	\$ -	\$ 3,681.25	\$ 3,681.25
2.00 - Alistate Consultants - Additional Eng., Planning, & Design for Alternate FM for Bat Habitat Mitigation	\$ -	\$ 24,769.34	\$ 24,769.34
3.00 - North Branch Sewer Eval., Prelim. Design, Meetings	\$ -	\$ 25,000.00	\$ 25,000.00
Subtotal	\$ 915,000.00	\$ 578,450.59	\$ 1,493,450.59
3.) Other Professional Services			
a. Legal & Bonding, Closing Costs	\$ 66,176.00	\$ 15,000.00	\$ 81,176.00
b. Financial Advisor	\$ 60,477.00	\$ 25,000.00	\$ 85,477.00
c. Attorney	\$ 50,000.00	\$ 25,000.00	\$ 75,000.00
d. Unknown and Miscellaneous Contingency Costs	\$ 14,000.00	\$ -	\$ 14,000.00
Subtotal	\$ 190,653.00	\$ 65,000.00	\$ 255,653.00
4.) Contingencies	\$ 240,000.00	\$ 10,000.00	\$ 250,000.00
Total Wastewater Improvements Project Cost	\$ 6,145,653.00	\$ 2,592,152.54	\$ 8,737,805.54
5.) Additive Alternate Evaluations			
a. Maintenance Storage Building / Garage	\$ 300,000.00	\$ -	\$ 300,000.00
b. Lagoon Berm for Sludge Holding	\$ 100,000.00	\$ -	\$ 100,000.00
Subtotal	\$ 400,000.00	\$ -	\$ 400,000.00
Total Wastewater Improvements Project Cost w/ Alternates	\$ 6,545,653.00	\$ 2,592,152.54	\$ 9,137,805.54

* Replacement Costs (Additional \$55,000 - Engr. Design, \$20,000 - Const. Obs., \$25,000 - Andldeg.) Base on Final Project Costs and Scope

** Replacement Costs (Additional \$60,000 - Const. Obs.) Based on Bat Habitat Evaluation, Jurisdictional Stream Assessments, Environmental Clearances, Final Project Costs and Scope

Detailed Overall Project Budget Estimate

Description	<u>Treatment System</u> New Mechanical Treatment Plant Alternative	<u>Collection System</u> Option No. 3 Regional Service to NE Ashland	Project Totals
B.) <u>Funding Allocation</u>			
1.) MDNR State Revolving Fund Loan	\$ 5,540,653.00	\$ -	\$ 5,540,653.00
2.) MDNR Rural Sewer Grant	\$ 500,000.00	\$ -	\$ 500,000.00
3.) City of Ashland - Local Finance / Cash Contribution	\$ 505,000.00	\$ 1,351,800.00	\$ 1,856,800.00
4.) Connection Fee			\$ -
a. Hummingbird Properties LLC	\$ -	\$ 939,300.00	\$ 939,300.00
b. The Baptist Home	\$ -	\$ 405,284.12	\$ 405,284.12
Total Funding Allocation	\$ 6,545,653.00	\$ 2,696,384.12	\$ 9,242,037.12

RESOLUTION

10-06-2020

A RESOLUTION TO APPROVE THE SITE PLAN FOR LOT 6A OF ASHLAND
INDUSTRIAL COURT

ARTICLE 1. The City of Ashland requires approval by the Board of Aldermen for site plans submitted within an Airport Industrial Zoning District.

The Planning and Zoning recommends the approval of the site plan submitted by A & H Steel. Attached as Exhibit A.

Now, therefore be it resolved that the Board of Aldermen of the City of Ashland hereby approve the site plan for A & H Steel.

Dated this _____ day of _____, 2020.

Richard Sullivan, Mayor

Attest:

Darla Sapp, City Clerk

MEMORANDUM

DATE: September 9, 2020

TO: Honorable Mayor and Board of Aldermen

FROM: Planning and Zoning Commission

RE: Recommendation from the Planning and Zoning Commission

1. The Planning and Zoning Commission recommends the approval of the Site Plan for A & H Steel in the API (Airport Industrial Zoning District) to the City of Ashland Board of Aldermen.

Carrie Fischer
Administrative Assistant

Preliminary
 08/21/2020 11:35:17 AM

No.	Description	Date



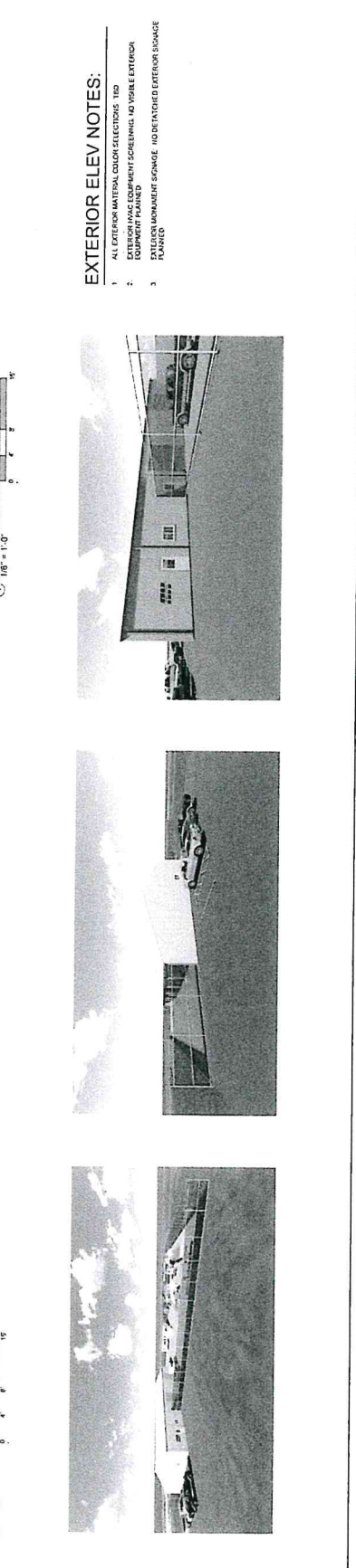
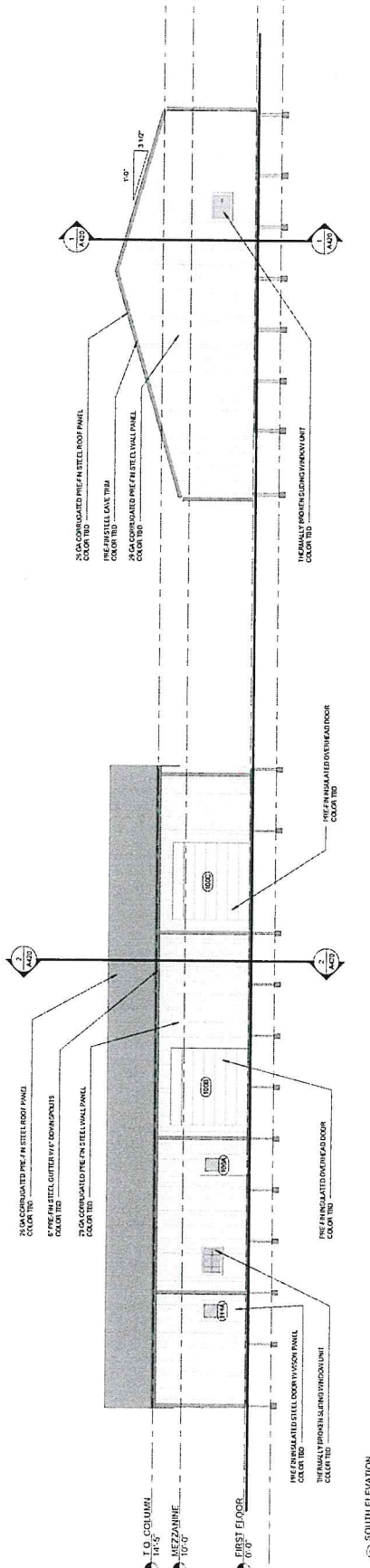
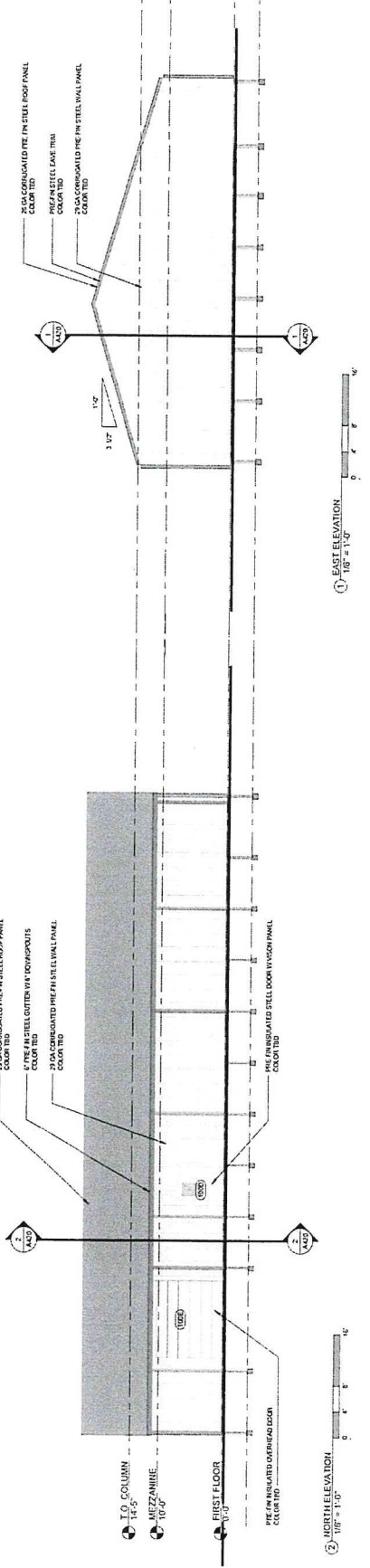
A & H Steel
 NEW OFFICE & SHOP FACILITY
 Lot 6A Ashland Industrial Court
 Ashland, MO 65010

RIVER CITY
 ARCHITECTS
 6645
 ASHLAND, MO 65010
 P: 573.687.7300
 F: 573.687.7281

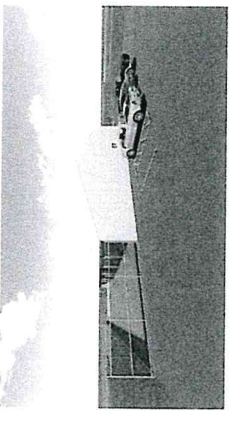
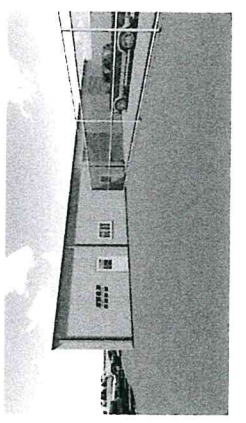
EXTERIOR BUILDING ELEVATIONS

PROJECT NO.	
DATE	08/21/2020
DESIGN	XXX
DRAWN	XXX
CHECKED	XXX
APPROVED	XXX

A400



- EXTERIOR ELEVATION NOTES:**
1. ALL EXTERIOR MATERIAL COLOR SELECTIONS TBD
 2. EXTERIOR HVAC EQUIPMENT SCREENING TO VISIBLY EXTEND EQUIPMENT TRAINED
 3. SIGNAGE MONUMENT SPONGE - NO DETAIL FOR EXTERIOR SIGNAGE



Weir Report

SW BASIN, SPILLWAY WEIR, 100 YEAR CLOGGED

Rectangular Weir

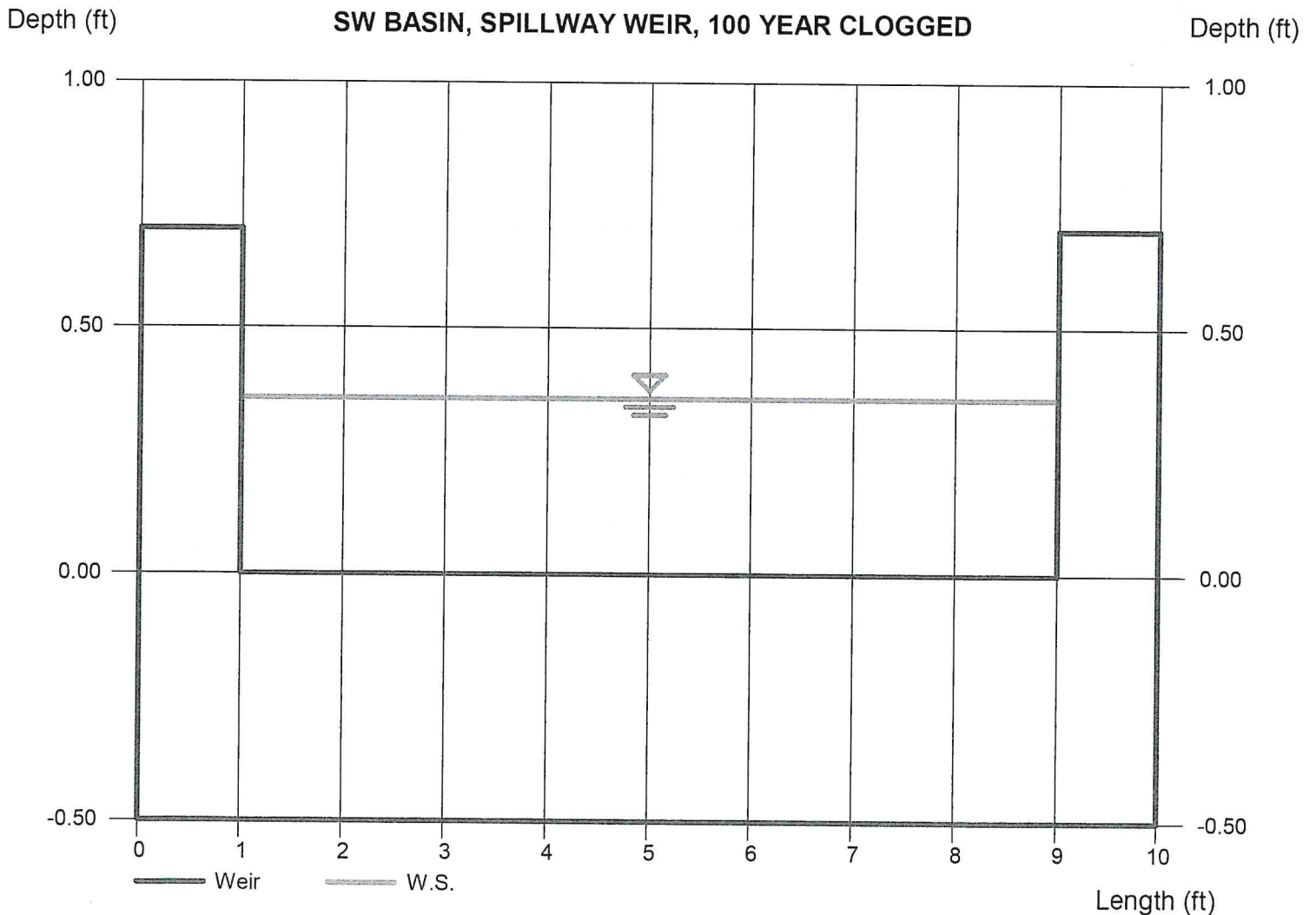
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Bottom Length (ft) = 8.00
Total Depth (ft) = 0.70

Highlighted

Depth (ft) = 0.36
Q (cfs) = 4.420
Area (sqft) = 2.85
Velocity (ft/s) = 1.55
Top Width (ft) = 8.00

Calculations

Weir Coeff. Cw = 2.60
Compute by: Known Q
Known Q (cfs) = 4.42



Weir Report

NE BASIN, SPILLWAY WEIR, 100 YEAR CLOGGED

Rectangular Weir

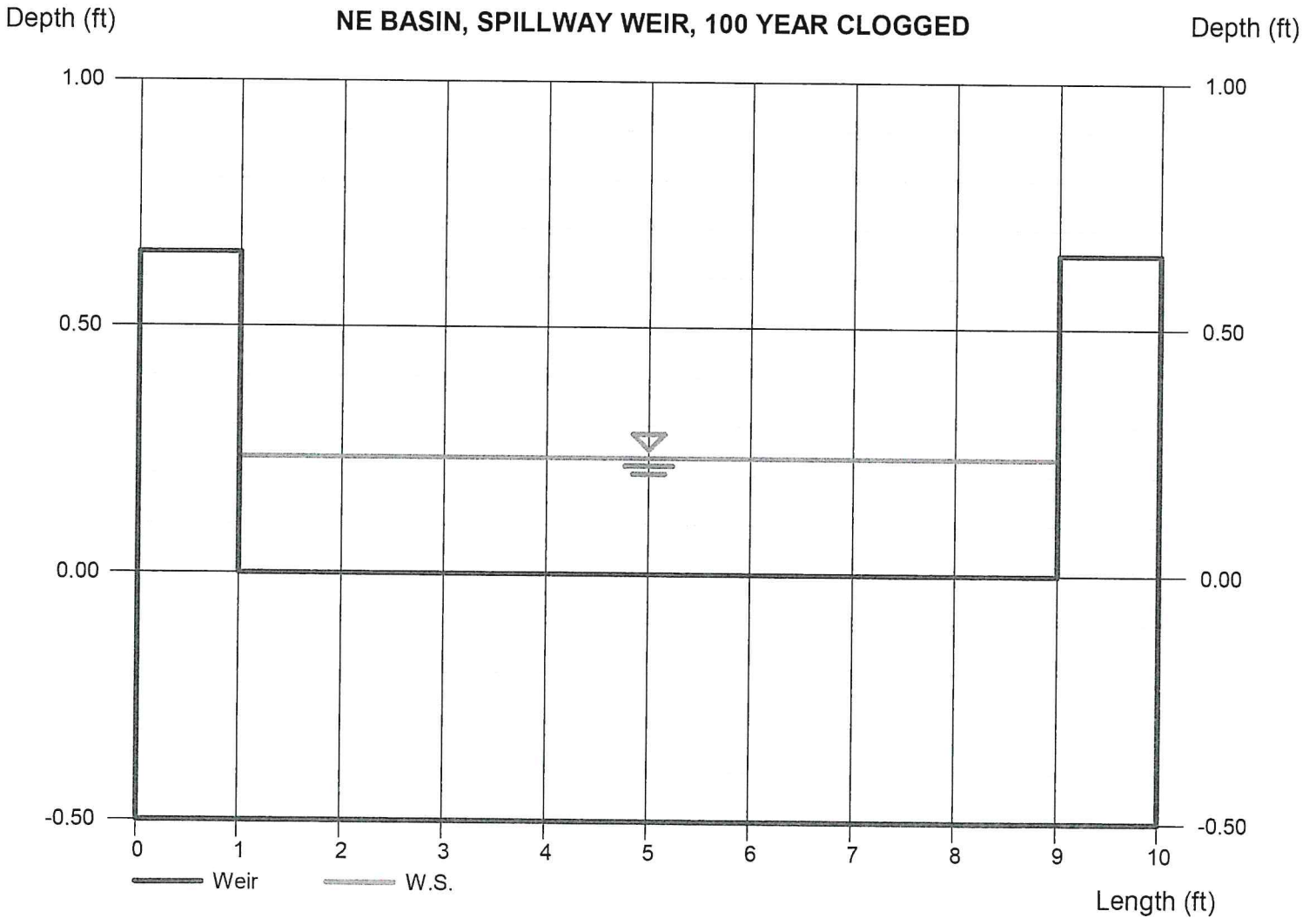
Crest = Broad
Bottom Length (ft) = 8.00
Total Depth (ft) = 0.65

Highlighted

Depth (ft) = 0.24
Q (cfs) = 2.380
Area (sqft) = 1.88
Velocity (ft/s) = 1.26
Top Width (ft) = 8.00

Calculations

Weir Coeff. Cw = 2.60
Compute by: Known Q
Known Q (cfs) = 2.38





SITE PLAN Application

SUBMITTAL INFORMATION The undersigned hereby applies to the CITY OF ASHLAND, MISSOURI. For development review as outlined in Chapter 9 Planning and Zoning, Section 9.106, Site Plan Submission, Review Required.

Physical Address: Lot 6A Ashland Industrial Court, Ashland MO 65010

Parcel ID #: 21900000/20060001 / / /

Project Name: A & H Steel

Applicant Name (Please Print) River City Construction LLC

Address: 6640 American Setter Dr, Ashland MO 65010

Phone #: 573-657-7380 **Fax:** 573-657-7381

E-Mail: mleahy@rccllc.com

Property Owner (Please Print): River City Construction LLC

Address: 6640 American Setter Dr, Ashland MO 65010

Phone: 573-657-7380 **Fax:** 573-657-7381

Email: jseymour@rccllc.com

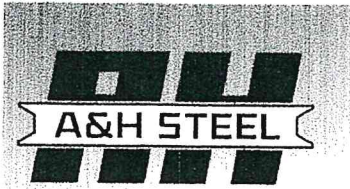
REQUIRED SUBMITTALS WITH COMPLETED APPLICATION

- Property survey
- Letter of Intent for Zoning Use and Building Use
- Site Plan/Drawing (5 signed and sealed copies). These 5 plans must be Standard Size D (24"x36"). A reduced 11 x 17 copy and a PDF disc are also required. The plan shall include the following information:
 - Title Sheet that may include the survey
 - Site Plan
 - Paving/grading/drainage plan
 - Utilities sheet (including all existing utilities)
 - Detail sheet(s)
 - Building elevations
 - Sign locations (sing design shall be approved on a separate permit)
 - Adjacent zoning and land uses
- Stormwater Calculations
- Traffic Study
- Other: _____
- Application Fee: \$300.00 Site Plan Review \$100.00 Extension

9.108. Fees

An applicant for a site plan approval shall pay to the City fees sufficient to cover the costs reasonably anticipated to be incurred by the City for the services of its planning, engineering and legal consultants and for the administrative expense reasonably anticipated to be incurred by the city in providing the expertise of its own community development, public, works, building department, finance and their administrative support personnel, in connections with the review of the site plan. These fees shall also include payment for the review of final detailed engineering plans, specifications and cost estimates, and field observation fees of the construction and installation of the public improvements for these developments.

Applicant's Signature:  Date 7.13.20



A&H Steel LLC

PO Box 386
Ashland, MO 65010

573.488.4090 phone
573.488.4091 fax
www.a-hsteel.com

July 13, 2020

City of Ashland
109 E. Broadway
Ashland, MO 65010

Attention: Mr. St. Romaine

Regarding: Letter of Intent for City of Ashland Site Plan Application

Dear Mr. St. Romaine:

A&H Steel plans to develop the property to use as the central office, shop and yard space for the steel erection company.

Site development includes:

- 100' x 50' wood framed pole barn building to house company offices and shop / storage space for company equipment and materials.
- Concrete driveways and parking connected to the existing street.
- Fenced yard area for storage of company equipment and materials with gravel surface.
- Extension of utilities to the proposed building and property.

No change in zoning category requested, as the proposed use for building and property are within the description of the current zoning.

We ask that you please review and approve the attached Site Plan Application dated July 13, 2020, and the associated Civil Drawings.

Sincerely,

Brett Dudenhoeffer
A&H Steel LLC



Ashland Police Department

601 E Broadway - Ashland, MO 65010 ~ www.ashlandmo.us ~ Gabe Edwards, Police Chief ~ Telephone: 573-657-9062

Interoffice Memorandum

To: Ashland City Administrator, Tony St. Romaine

Date: 09/28/2020

Re: Donation

Tony,

Recently a part-time Ashland Police Officer, Alexandria "Allie" Leiva, approached me and inquired about making a monetary donation to the Ashland Police Department. Allie indicated her full-time employer, Veterans United Home Loans, provided employees of the company \$1,000 to donate to the not-for-profit organization of the employee's choosing. Allie informed me it was her desire to donate the funds provided to her by Veteran's United to the Ashland Police Department.

Following my conversation with Allie, she left a personal check written to the City of Ashland in the amount of \$1,000, in my in-box at the Ashland Police Department.

I am requesting the topic of this donation be placed on the Ashland Board of Alderman meeting agenda for their consideration toward acceptance of the donation. If the board accepts the donation, I would request the donated funds to be assigned to the police department's budget.

Sincerely,

A handwritten signature in black ink, appearing to read "Gabe Edwards".

Gabe Edwards
Chief of Police
Ashland Police Department



City of Ashland

109 East Broadway, Ashland, Missouri 65010

ORDINANCE:

RESOLUTION

Department Source:

To: Board of Alderpersons

From: Park Board

Board Meeting Date: 9/14/2020

Re: FFA Proposal

Executive Summary:

The Park Board would like to recommend the Board of Aldermen allow the Southern Boone FFA to donate agility equipment to the City for use in the dog park.

Discussion:

The Southern Boone FFA has been in discussion with Ashland Public Works about a grant that would allow them to build agility equipment to be donated to the City.

Fiscal Impact:

Short Term Impact (cost proposed legislation the next 2 years): \$ The donation will be at no cost to the City.

Long Term Impact: \$ The Public Works Department will have to do routine maintenance on the equipment as needed.

Suggested Board Action:

Allow the Southern Boone FFA to donate agility equipment to the City for use in the dog park.

Ashland City Park Dog Park Additions

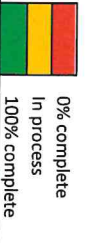
Ashland FFA is thankful that the City of Ashland has included an enclosed area for dogs to be able to run free of the leash but still be contained. Our town is growing and this gives community members another place to get outside and enjoy their pets. We are proposing to add a few pieces of agility type of equipment to the dog park. We would like to add two tunnels that will be composed of black plastic and with the dimension of 3 ft by 5 ft. This would also include a bridge climb with one side of the bridge being steps that would come to a platform and the other side would be a ramp. The bridge climb would be 12'L X 52" W X 28" H and would be constructed of treated lumber and would be painted and covered with outdoor carpet. We would like to set two painted tractor tires in the ground. The last dog park equipment is the jump balance beam. The dimensions are 18'L X 28" wide X 18" high. This piece of equipment would be made with treated lumber and would be painted brown. The challenges we are wanting to construct allows dogs to walk or run up an incline and descend the other side at their own pace and confidence level. Incline training helps build muscle in dogs' legs and torso and is a great exercise. Endurance and balancing are also developed.

Example items to be built:

<https://www.livinthedoglife.com/products/dog-park-products-natural-balance-beam.html>

<https://www.livinthedoglife.com/products/dog-park-products-natural-bridge-climb.html>

CITY ADMINISTRATOR'S REPORT - 10/06/2020



Description PROJECT LIST	Status	Key Person Responsible	Priority	Status
Ashland Commons Development	Final plat approval tentative July P&Z meeting	City Administrator	1	On Hold
Assistant City Administrator	Hire an Assistant City Administrator	City Administrator	1	24 applications received. Three top candidates were interviewed by the selection committee on 8/28/2020.
Broadway Resurfacing	Obtain proposal for Broadway mill & overlay (City portion) to be performed in conjunction with MoDOT overlay in Spring of 2020.	Public Works Director	1	Project to be rebid by MoDOT in Dec, 2020 for coordination with roundabout project.
City Hall Design/Build	Agreement with PBA approved on 10/15/2019. Awaiting property donation prior to beginning design work.	City Administrator	1	Property to be donated following final plat approval of Ashland Commons
Columbia Regional Airport Sewer Connection		City Administrator	1	Met with City of Columbia on 9/30 to discuss a potential connection of our sewer system to serve the Columbia Regional Airport
Downtown beautification	Broadway Beautification Task Force approved by Board on 10/15/2019. Appointments to be made by December, 2019.	City Administrator	1	Grant application submitted to MMS prior to deadline of 7/16. Selection Committee to meet with city staff, SBEDC and BRTF on 8/5. Grant approved for BOA acceptance on 9/1/2020. MMS in process of issuing a press release re: Ashland's acceptance into their program ahead of our first meeting with MMS and the BRTF.
East Ashland Plaza	Monitor progress on sale of lots, build-out, etc.	City Administrator	1	Ongoing meetings with developers re: site plans.
GIS	Develop strategy for mapping water, sewer and other City infrastructure.	City Administrator	1	Funding included in FY21 budget
Liberty Pump Station	Regional Pump Station	City Administrator	1	10/5 - Met with McClure Engineering and Martin Builders to discuss the potential for a regional pump station to serve more than this one development.

Lions Club Grant	50/50 grant for new bathroom at ballfield - See Parks Improvements.	City Administrator	1		Feedback from LCI - Will need to re-apply for next funding cycle due in January 2021 - apply in late Sept. 2020. Grant has been resubmitted.
Optimist Pool	Financial assistance re. pool operations	City Administrator	1		Committee formed by Mayor on 07/07/20.
Parks Improvements	Purchase and install new restroom at City Park. Complete repairs of ball field. Address erosion issues in parking lot and playground areas.	Public Works Director	1		LWCF & RTP grants submitted on 2/14/2020. Awaiting decision in September, 2020. Grant award delayed until March 2021.
Perry Ave Extension	Extension of Perry Ave to connect with Industrial Blvd at East Ashland Plaza.	City Administrator/Public Works Director	1		Funding for engineering costs budgeted in FY 21 and included in EDA application for Ranken project.
Plan Reviewer/Building Inspector	Hire FT Plan Reviewer/Building Inspector	City Administrator	1		Job description prepared and reviewed by P&Z. Posting this week - applications due by 9/4. No applications received. To be reposted.
Roundabout (Broadway/Henry Clay)	Preliminary design approved at 11/5/19 BOA meeting. Project moves on to MODOT ROW negotiation and acquisition with affected property owners.	City Administrator	1		Teleconference with MODOT ROW Team on 4/16/20. Spoke to MODOT Right-Of Way official on 7/20. Negotiations still ongoing.
Sarah Drive Bridge	Replace Sarah Drive Bridge	Public Works Director	1		Seven bids received. Contract mailed to Fischer Grading for execution in the amount of \$96,575.00. Pre-construction conference scheduled for 8/12. Precast structure delayed due to fire at Plant. Now scheduled for mid Nov.
SCEAP Grant	Grant from MODNR for engineering assistance funding to assist with I&I issues	City Administrator	1		Application submitted on 6/4/20. Received approval to solicit RFQ from firms to provide engineering services for MODNR approval. RFQ mailed to prospective firms on 8/26/2020. Five proposals received - under evaluation.
Tennis Court Repairs	Apply for USTA grant for repairing and recoating tennis courts.	Public Works Director	1		PW Director's report

USDA Facility Loan	Apply for financing for construction of new City Hall complex.	City Treasurer	1		
Cartwright Technology & Industrial Park	Reviewing the applicability of various economic development incentives for the development of this area.	City Administrator	2		On hold
City website	Develop RFP for new City website.	City Administrator	2		Draft design proposal submitted to City on 6/30/2020. Met with Revize re: sitemap on 7/20. http://cms5.revize.com/revize/designs/missouri/city_of_ashland_mo/index.php
Economic development strategy	Continue to work with REDU, SBEDC and key community partners such as the School District, Chamber, Parks Board, etc.	City Administrator	2		Working with SBEDC and SB Chamber of Commerce to fund a part time position, City's portion included in FY21 budget.
Personnel manual	Update Personnel Manual for approval by BOA.	City Administrator	2		Added sick leave donation policy and sick leave advance policies for BOA approval on 9/15/20
Planning & Zoning Code Revisions - 9, 10, 11 and 12	Review and recommend changes to Chapters 9, 10, 11 & 12 of the City Code. Work through P&Z.	City Administrator	2		RFP has been mailed and advertised. Responses due by July 17. Received four proposals. Selection committee will be meeting to evaluate proposals, interview firms, and prepare a recommendation for BOA approval. Interviews scheduled for 9/2-9/3. Selection committee recommendation scheduled for approval on 10/6/2020.

Pocket Park	Preliminary design for division of park sent to two property owners on 11/21/2019 for input.	City Administrator	2	Allstate Engineering - in process of surveying for revised plat. BOA approval on 6/16/20. The two property owners have each paid \$1,250 each to cover the cost of replatting. Quit claim deed being prepared by City's attorney to convey the property.
Sale of surplus land parcels	Contract for real estate broker approved by BOA on 11/5/2019 with South County Realty. Four (4) parcels to be listed for sale.	City Administrator	2	Surplus land parcels currently being marketed. Two parcels sold subject to contingency and BOA approval on 6/16. Closed on two parcels on 8/26/2020. The commercial lot behind City Hall has been taken off the market.
Lakeview Park Improvements	Work with MDC and Park Board for design of recreational area/fishing access (ADA dock, restroom, trail, parking lot, lighting).	Public Works Director	3	One small parcel still to be acquired before design development can proceed. Grant tentatively approved in the amount of \$4.5M subject to additional matching funds. Schedule special meetings with BOA and SBCSD to discuss matching funds guarantee. City and School District approved the guarantee (match). Work is underway to hire a professional fundraising firm to develop a campaign to fulfill our match. Steier Group hired to conduct campaign.
Ranken Project	Partner with Shool District and Ranken to submit an EDA grant to construct a technical college in Ashland, MO	City Administrator	1	Draft ordinance revisions submitted for discussion on 9/15/20
Trailer & Dumpster Parking	Evaluate relevant sections of City Code to address unattended truck and trailer parking on residential streets.	City Administrator/PW Director/Police Chief/City Attorney	1	
Citizen satisfaction survey	Satisfaction Survey to measure the degree of satisfaction that the community has with the City in a wide variety of areas – streets, public safety, refuse collection, utilities, growth, planning, parks, recreation facilities, etc. Compare results with similar size Missouri cities. Questions should also be included to ask for the community's level of support on any major proposed initiatives that the Board may consider proposing.	City Administrator	1	
Utility Policy & Procedures	Review and update shut-off policy, deposits, transfers when home sold.	City Administrator	1	

BoCo Road Maintenance Agreement	Review agreement with BoCo re: maintenance of roads in and around the incorporated limits of the City.	Public Works Director	2		
Bonding requirements for yard /landscape bonds	Re-write policy with consideration for increasing the monetary requirements.	City Administrator	2		
Charter City	Review and present a case for Ashland to become a Charter city if population (confirmed by 2020 census) exceeds 5,000.	City Administrator	2		
City Map Updates	Work with MMRPC to update City street and Ward maps This project will require significant input from the Board, community and City staff in order to determine the City's Vision and Mission, along with specific measurable objectives to achieve the needed results.	City Administrator	2		
City strategic plan	Develop policy and procedure manual to coincide with City Personnel manual	City Administrator	2		
Public Works Policy and Procedure Manual	Develop snow policy including the designation of snow routes within the City where parking will be prohibited following a 2" snowfall.	Public Works Director	2		
Snow Policy	Develop plan and work with MODOT for improvements of Broadway Overpass (beautification, lighting, pedestrian safety)	Public Works Director	3		
Broadway Overpass Improvements	along Henry Clay Blvd (curb and gutter, stormwater, shoulder, sidewalk, street lamps, pavement, pedestrian	Public Works Director	3		
Henry Clay Blvd Overhaul	Obtain proposal for Main St resurfacing (to be completed after YMCA and East Ashland Plaza construction).	Public Works Director	3		
Main Street Resurfacing	Compare rates and impact/connection fees with other providers. Review cost of service study that was completed approx 3 years ago in conjunction with WWTP funding.	City Administrator	3		
Utility Rates - Sewer, Water	Solicit grant for recycled rubber mulch for City park playground.	Public Works Director	1		Rubber mulch no longer an option.
Playground Rubber Mulch	Order iPads for Mayor & Board of Aldermen for City related use - email, access Board agendas and related materials.	City Administrator	1		Cases and/or keyboard order in process.
iPads for Mayor and Board of Aldermen	Renegotiate lease with Alliance	City Administrator	1		Board approval 4/21/20
Alliance (sewer) agreement exp. Apr 2020	Approved by BOA on 11/12/2019	City Counselor	1		Board approved 11/12/19
Ashland Municipal Complex, Inc (non-profit)					

Banking Services - Develop RFP	RFP for banking services to be developed and advertised.	City Treasurer	1	Board approved 2/18/20
Capital Improvement Plan	budget process.	City Treasurer	1	BOA approval 4/21/20
City Hall Lease (exp. Apr 2020)	Renegotiate lease with Westhoff Rentals	City Administrator	1	Board approved 2/4/20
Golf Cart & Low Speed Vehicle Ordinance	Change Code to permit use of golf carts on City streets	City Administrator	1	Ordinance approved by BOA on May 19.
Implement purchasing module	Agreement with gWorks approved by BOA on 10/15/2019. Working to establish a date for installation and training.	City Treasurer	1	Module installed and functional.
Implement use of Purchase Requisitions	Develop form for use by departments for purchases exceeding \$1000.	City Administrator	1	Form completed and distributed to departments for use on 5/5/2020.
Lodging Tax	Work with Rep. Walsh to establish state legislation authorizing Ashland to initiate a ballot initiative for approval of a transient guest tax.	City Administrator/City Counselor	1	Approved. Vote of residents can be no earlier than Nov 22.
Mowing & Trimming City Parks & Facilities	Hire company to mow City parks and other facilities	City Administrator/Public Works Director	1	Gilmore Lawn & Land began mowing services 05/11/20.
Pay Classification Plan	Establish formal pay ranges and classifications	City Administrator	1	BOA approval on 4/21/20
Procurement process	Review and re-write Chapter 7 (Selection of Professional Services) of the City's Code.	City Administrator	1	Board approved on 1/7/20
Refuse Collection Agreement	Review agreement with Republic for refuse collection services.	City Administrator	1	Scheduled for renewal on June 1
RFQ for Engineering Services - On Call	Develop RFP for on-call engineering services.	City Administrator	1	Agreements scheduled for approval on 4/21/20
Social Media	Increase Ashland's presence on social media	City Administrator	1	SAR page established with over 900+ members
Supplemental Budget Request	Develop a form for departments to complete that justifies the need for capital items or personnel during the 2021 budget process.	City Treasurer	1	Form used in development of FY21 budget
YMCA	Contract for purchase of community recreational services approved by BO on 11/5/2019. Site plan for YMCA scheduled for P&Z review in Dec 2019.	City Administrator	2	
Comprehensive Plan Update	Chapter 3 (Vision, Goals & Objectives) reviewed by City Administrator & P&Z in Nov, 2019 with Todd Streller.	City Administrator	1	Under construction Public Hearing on plan re-scheduled for special P&Z

Recycling Lot	Relocate to W Redtail Dr	Public Works Director	1		Fence installation later this week. Signs have arrived. Lot completed on 8/28/2020
	Resolution approved for adopting procedures for accepting bids & proposals on 10/15/2019. Ordinance establishing TIF Commission approved 11/5/2019. Ordinance for establishing criteria for the evaluation of TIF applications in development.	City Administrator	1		
Tax Increment Financing	Develop detailed budget calendar and budget for 2021 budget approval process.	City Treasurer	1		BOA approval 4/21/20
Budget FY21	Hire a Utility Maintenance Worker I for the Water Department	Water Utility Superintendent	1		Complete
Utility Maintenance Worker I	Monitor completion, punch lists etc.	City Administrator/Public Works Director	1		Ribbon cutting scheduled for 7/9 at 10:00 a.m.
Wastewater Treatment Plant	Recommend adjustments to the Board agenda outline for efficiency and improved citizen input during Resolution & Ordinance discussion.	City Administrator/City Clerk	3		Fully implemented by 7/17/20
Board Agenda process					
Utility Leak Adjustment Policy	Research and draft.	City Administrator	1		Submitted to BOA on 7/7.



Ashland Police Department

601 E Broadway - Ashland, MO 65010 ~ www.ashlandmo.us ~ Gabe Edwards, Police Chief ~ Telephone: 573-657-9062

APD Monthly Report to the Board of Alderman

For the October 6th, 2020 meeting

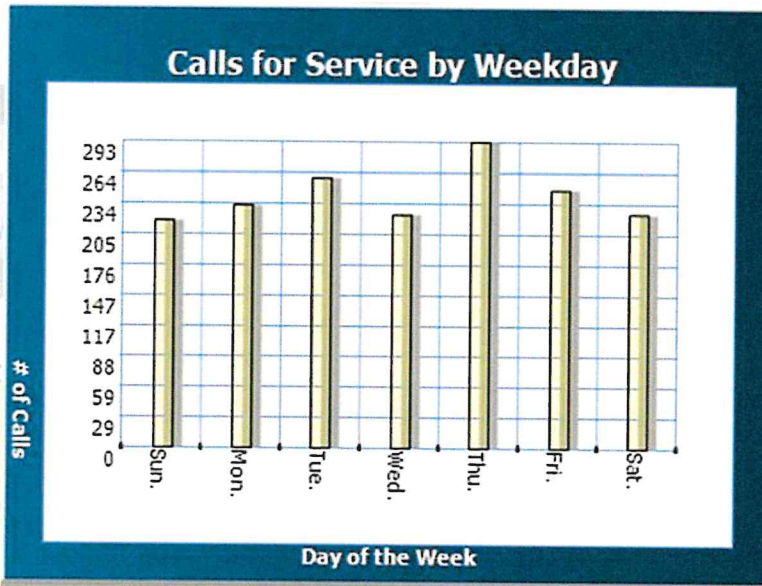
- **Vehicles and other police equipment**
 - 2016 Dodge Charger with 63,xxx miles had to have the rear drive shaft replaced due to a non-serviceable carrier bearing failure. Repair bill was \$1300.
 - 2018 Dodge Charger with 55,xxx miles had to have the radiator replaced. Repair bill was \$600.
 - 2014 Dodge Charger with 75,xxx miles will likely need to have lifters and camshaft replaced due probable stuck roller in the lifter. Estimated repair at \$3,000 – awaiting scheduled appointment at Dodge.
 - 2018 Dodge Charger is currently (as we speak) getting emergency equipment installed. Installation started right after the last Chief's report to the Board, however; our installer had two back-to-back deployments with Missouri Task Force 1 for national disasters which prolonged installation.
- **Personnel**
 - Cody Schmitz is no longer with APD.
 - Officer Thomas "Tom" Whitener's background was completed, he was extended an offer of employment, he accepted the offer, and he began his 30 shift field training on 09/18/20.
 - At the time of writing this report, we were preparing to offer another candidate a position now that his background investigation has been completed. More on that during the meeting.
- **Miscellaneous items**
 - We obtained four new preliminary breath testing devices (portable breath tests for DWI enforcement) for free through a contact I have with the Missouri Safety Center stemming from my traffic enforcement unit days at BCSD. Devices. They normally cost \$385 each.
 - We are preparing to partner with a medical supply company to obtain free Missouri P.O.S.T. (Police Officer Standards and Training) approved training in the area of emergency medical care / combat care that will be open to other area public safety agencies.



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Although the following information is available through Missouri’s Sunshine laws, we strive to protect the privacy of our citizens and visitors of our city. While the following information doesn’t directly identify any specific person as they relate to a specific address, someone familiar with a particular victim, witness, or suspect could connect that person to one of the incident addresses listed below. The call data provided herein is intended to keep our elected Board members apprised of any criminal and non-criminal law enforcement activity occurring within the city and is not intended for dissemination to the public absent proper public information request. Once you’ve familiarized yourself with the following information, please destroy all information following this page. Thank you!



Agency: APD
Date Range: 8/27/2020 - 10/1/2020

The above graph includes proactive/self-initiated calls entered by officers when they patrol subdivisions. I’m working with Boone County to get access to a report building system they use that will allow more precise filtering of call data to allow for more informative reporting.

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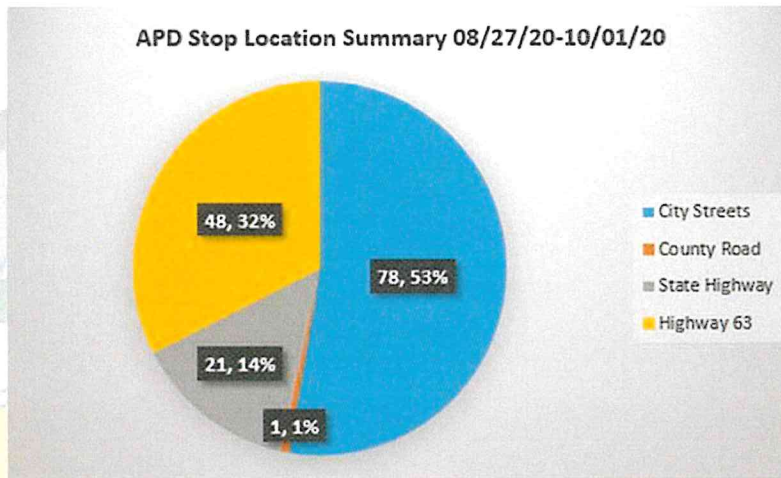
Ashland Police Department

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Ashland PD / Traffic Stop Location Summary

Date Range: 08/27/2020 – 10/01/2020

Roadway Type	Count
CITY STREET	78
COUNTY ROAD	1
STATE HIGHWAY	21
US HIGHWAY	48



Ashland PD Summons/Citations Charge Summary

Date Range: 08/27/2020 – 10/01/2020

Charges	Count
C&I DRIVING	3
EXPIRED PLATES	5
NO PROOF OF INS.	3
OPER VEH W/ LICENSE SUSP/REV	1
POSS. MARIJUANA UNDER 35 GR	1
POSS DRUG PARAPHERNALIA	2
SEAT BELT VIOLATION	3
SPEEDING (11-15 MPH OVER)	5
SPEEDING (16-19 MPH OVER)	6
SPEEDING (20-25 MPH OVER)	11
SPEEDING (26-30 MPH OVER)	1
SPEEDING (31-35 MPH OVER)	1
STOP SIGN VIOLATION	3
STEALING	1
NUISANCE VIOLATION	2
LITTERING	4

Total: 53

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OPERATIONS REPORT – Ashland

August 2020

OUR MISSION

We partner with communities to deliver the finest water and wastewater services available at a competitive price. We are committed to keeping water safe and clean while serving people and taking care of communities with improved technical operations, careful management and financial oversight, and ensured regulatory compliance.

Alliance Water Resources, Inc.

**206 S. Keene St.
Columbia, MO
65201**

(573)874-8080

Wastewater Treatment Facility

- 1) “No discharge” was reported to MO-DNR Northeast Regional Office, via eDMR.
- 2) Staff hosted final walk through of Wastewater Treatment Facility with MO-DNR SRF inspection team.
- 3) Staff continues routine mowing/weed eating plant grounds.

Collection System

- 1) Staff responded to 167 utility locates for sewer mains during the month of August.
- 2) Staff repaired broken 3” sewer force main on Angel Lane.
- 3) Lift stations were routinely checked by staff.

Lagoon Compliance

August 2020

Effluent Parameters	Results	Limits
pH	No Discharge	6.5 - 9.0
TSS	No Discharge	30 mg/L
BOD5	No Discharge	30 mg/L
Oil & Grease*	No Discharge	10 mg/L
WWTP Flow		Monitoring only
NH3-N	No Discharge	1.3 mg/L (Apr 1-Sep 30) 2.8 mg/L (Oct 1-Mar31)
Total Kjeldahl Nitrogen*	No Discharge	Monitoring only
Total Phosphorous*	No Discharge	Monitoring only
Nitrite+Nitrate*	No Discharge	Monitoring only
Effluent D.O.	No Discharge	Monitoring only

*Quarterly Monitoring

OPERATIONS REPORT – Ashland

JULY 2020

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Wastewater Treatment Facility

- 1) Monthly sampling was not conducted during the month of March, due to the fact that the permitted lagoon had no effluent discharge during this period. A no discharge was reported to MODNR Northeast Regional Office, via eDMR.
- 2) Staff provided tours of the Wastewater Treatment Facility during open house ribbon cutting ceremony.
- 3) Staff attended specific training with AEROMOD in Manhattan KS.

Collection System

- 1) Staff responded to 195 utility locates for sewer mains during the month of July.
- 2) Staff responded to 1 emergency lift station call out during the month.
- 3) Confined space warning signs were installed in applicable structures throughout collection system.

Lagoon Compliance

July 2020

Effluent Parameters	Results	Limits
pH	No Discharge	6.5 - 9.0
TSS	No Discharge	30 mg/L
BOD5	No Discharge	30 mg/L
Oil & Grease*	No Discharge	10 mg/L
WWTP Flow		Monitoring only
NH3-N	No Discharge	1.3 mg/L (Apr 1-Sep 30) 2.8 mg/L (Oct 1-Mar31)
Total Kjeldahl Nitrogen*	No Discharge	Monitoring only
Total Phosphorous*	No Discharge	Monitoring only
Nitrite+Nitrate*	No Discharge	Monitoring only
Effluent D.O.	No Discharge	Monitoring only

*Quarterly Monitoring

OPERATIONS REPORT – Ashland

June 2020

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 Columbia, MO
 65201**

(573)874-8080

Ashland Wastewater Treatment Facility

- 1) Monthly sampling was not conducted during the month of March, due to the fact that the permitted lagoon had no effluent discharge during this period. A no discharge was reported to MODNR Northeast Regional Office, Via EDMR.
- 2) Operator training phase 1 conducted with Primex / SCADA
- 3) Walk through with engineers to develop final punch list for the project.

Collection System

- 1) Staff responded to 308 utility locates for sewer mains during the month.
- 2) Staff responded to pump failure call outs at Eastside, Park, and Caspian lift stations. Pumps had tripped and were reset with no apparent damage.

Lagoon Compliance

June 2020

Effluent Parameters	Results	Limits
pH	No Discharge	6.5 - 9.0
TSS	No Discharge	30 mg/L
BOD5	No Discharge	30 mg/L
Oil & Grease*	No Discharge	10 mg/L
WWTP Flow	No Discharge	Monitoring only
NH3-N	No Discharge	1.3 mg/L (Apr 1-Sep 30) 2.8 mg/L (Oct 1-Mar31)
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*Quarterly Monitoring