Open Citizen Comment Procedure

1) Public Hearings – Any citizen is allowed to ask questions and/or make comments during any public hearing scheduled for a particular issue.

2) “Citizen Communication” – Public comment can be provided on any item on the agenda or on issues affecting the City not on the agenda. Public comments should generally be limited to 3-5 minutes. Citizens are encouraged (but not required) to contact City Administration one week prior to the meeting, preferably in writing, to be placed on the agenda. Doing so provides Council an opportunity to give consideration to the issue/comment.

Rolla City Council Meeting
Monday, October 17, 2016
901 North Elm Street
City Hall Council Chambers
6:30 P.M.

COUNCIL PRAYER
Ministerial Alliance

PLEDGE OF ALLEGIANCE
Councilman Steven Jung

I. PUBLIC HEARINGS
None.

II. SPECIAL PRESENTATIONS
A) Sustainable Ozarks Partnership (SOP) Update - Lieutenant Colonel, U.S. Army (Retired) 
   Eric A. Geser and Mr. Kent Thomas, SOP Executive Director

III. OLD BUSINESS
A) Ordinance Establishing 20 M.P.H. School Zone on 11th Street Adjacent to the Lutheran Elementary School – (Public Works Director Steve Hargis) – Final Reading
B) Ordinance Amending Sections 27-92 & 27-93 of the Rolla City Code Pertaining to Parking –
   (Public Works Director Steve Hargis) – Final Reading
C) Ordinance Authorizing the Mayor to Execute a Contract with Insituform Technologies, USA, LLC for Sanitary Sewer Line Rehabilitation –
   (Public Works Director Steve Hargis) – Final Reading

IV. NEW BUSINESS

V. CLAIMS and/or FISCAL TRANSACTIONS
A) Motion Awarding Bid for 2016 Backhoe – (Public Works Director Steve Hargis) – Motion
B) Motion Awarding Bid for Hy-Point Pump Station Upgrade, and; an Ordinance Authorizing the Mayor to Enter into an Agreement with The Pump Shop –
   (Public Works Director Steve Hargis) – Motion/First Reading
C) Motion Awarding Bid for One, 20 Cubic-Yard Refuse Truck –
   (Environmental Services Director Brady Wilson) - Motion
VI. MAYOR/CITY COUNCIL COMMENTS

VII. CITIZEN COMMUNICATION
   A) Open Citizen Communication

VIII. COMMENTS FOR THE GOOD OF THE ORDER

IX. CLOSED SESSION
   Pursuant to Section 610.021 RSMo. the City Council will discuss the following issues in Closed Session:
   A) Legal
   B) Real Estate

X. ADJOURNMENT
CITY OF ROLLA
CITY COUNCIL AGENDA

DEPARTMENT HEAD: Steve Hargis

ACTION REQUESTED: Ordinance

ITEM/SUBJECT: Traffic Code Changes

BUDGET APPROPRIATION (IF APPLICABLE)  DATE: 10/17/16

**************************************************
COMMENTARY:

This ordinance establishes a 20 mph School Zone in front of the Lutheran Elementary School on Eleventh Street. This speed limit would be in effect from 7:30 a.m. to 8:30 a.m. and from 2:30 p.m. to 3:30 p.m. on school days only.

Staff recommends approval of the ordinance.
Section 27-67 Maximum limits established on certain streets during school hours

Eleventh Street, from the intersection of Poole Avenue to the intersection of Spring Avenue, twenty miles per hour 7:30am-8:30am and 2:30pm-3:30pm, school days only.

Requested by Councilman Jung

Proposal to change Speed Limit from 25 mph to: 20 mph 7:30am-8:30am and 2:30pm-3:30pm School Days Only
ORDINANCE NO. __________

AN ORDINANCE AMENDING ARTICLE V, REGULATION OF SPEED, SECTION 27-67 OF THE GENERAL ORDINANCES OF THE CITY OF ROLLA, MISSOURI, KNOWN AS THE CODE OF THE CITY OF ROLLA, MISSOURI RELATING TO TRAFFIC.

NOW, THEREFORE, BE IT ORDAINED BY THE CITY COUNCIL OF THE CITY OF ROLLA, MISSOURI AS FOLLOWS:

Section 1: That Section 27-67, Maximum limits established on certain streets during school periods, of the Code of the City of Rolla, Missouri, is hereby repealed and a new Section 27-67 is hereby enacted in lieu thereof as follows:

ARTICLE V
REGULATION OF SPEED

Sec. 27-67. Maximum limits established on certain streets during school periods.

Tenth Street, from a point 180 feet west of the intersection of Tenth Street and Cedar Street easterly to the intersection of Tenth Street and Iowa Street, twenty miles per hour, when signal is flashing.

Eleventh Street, from the intersection of Poole Avenue to the intersection of Spring Avenue, twenty miles per hour 7:30 a.m. - 8:30 a.m. and 2:30 p.m.-3:30 p.m., school days only. (new)

Eighteenth Street, from a point 400 feet west of the intersection of Eighteenth Street and Spencer Street to a point 805 feet east of the intersection of Eighteenth Street and Spencer Street, twenty miles per hour, when signal is flashing.

Forum Drive, from a point 500 feet north of the intersection of Forum Drive and Soest Road south to the intersection of Forum Drive and Soest Road, twenty miles per hour, when signal is flashing.

Lanning Lane, from a point 500 feet east of the intersection of U.S. 63 and Lanning Lane to a point 1500 feet east of the intersection of U.S. 63 and Lanning Lane, twenty miles per hour, when signal is flashing.

Pine Tree Road, from a point 990 feet south of the intersection of Pine Tree Road and Soest Road to the intersection of Pine Tree Road and Soest Road, twenty miles per hour, when flashing.

Salem Avenue, from a point 400 feet west of Holmes Lane southeasterly to Elliott Drive, twenty miles per hour, when signal is flashing.

St. Patrick’s Lane, from Vichy Road to Bishop Avenue, during school hours.

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


APPROVED

ATTEST:

Mayor

City Clerk

APPROVED AS TO FORM:

City Counselor

[Signature]
DEPARTMENT HEAD: Steve Hargis

ACTION REQUESTED: Ordinance Final Reading

ITEM/SUBJECT: Traffic Code Changes

BUDGET APPROPRIATION (IF APPLICABLE) DATE: 10/17/16

COMMENTARY:

**Section 1**

**9th Street**
No parking on 9th Street was requested by MO S&T in connection with their new parking improvements. Sight distance at the drives entering and exiting the lot will be greatly improved.

**Poole Street**
No parking on Poole Street was requested from Council Person, Steve Jung, and Stephane Menand of MO S&T. The E-Bus at MO S&T was involved in an accident. In addition, Staff contacted the ambulance service for Phelps County and determined that Poole is used by ambulances.

**Pine Street**
The Alumni Chapter of the Pi Kappa Phi requested a loacing zone be removed and replaced with No Parking next to their property at 1704-1706 Pine Street. No parking at this location also improves sight distance for cars entering Pine Street from 18th Street.

**Olive Street**
This no parking zone improves the visibility of the stop sign at Third Street.

**Section 2**

**Lanning Lane**
The no parking zones on Lanning Lane from 7:00 a.m. to 4:00 p.m. were requested by the Wyman Elementary School to improve traffic flow of cars and buses.

Staff recommends approval of the ordinance.
ORDINANCE NO. _________

AN ORDINANCE AMENDING SECTION 27-92 AND REPEALING SECTION 27-93 OF THE GENERAL ORDINANCES OF THE CITY OF ROLLA, MISSOURI KNOWN AS THE CODE OF THE CITY OF ROLLA, MISSOURI, AND ENACTING A NEW SECTION 27-93 IN LIEU THEREOF RELATING TO PARKING.

NOW, THEREFORE, BE IT ORDAINED BY THE CITY COUNCIL OF THE CITY OF ROLLA, MISSOURI AS FOLLOWS:

Section 1: That the following segments of Section 27-92 of the Code of the City of Rolla, Missouri, pertaining to parking are hereby amended and/or added to read as follows:

Sec. 27-92 Parking prohibited – On certain streets or parts of streets.

It shall be unlawful for any person to cause or permit any motor vehicle registered in his/her name to be unlawfully parked as set out in this Section.

Ninth Street, on the north side, from the intersection of Ninth Street and Bishop Avenue (U.S. Highway 63) to the intersection of Ninth Street and State Street. (new)

Poole Avenue, on the east side, from the intersection of Poole Avenue and Tenth Street to the intersection of Poole Avenue and University Drive. (new)

Pine Street, on the east side, from a point one hundred eighty-five feet south of the intersection of Pine Street and Eighteenth Street to a point eighty feet south of the intersection of Pine Street and Eighteenth Street. (revised)

Olive Street, on the east side, from the south intersection of Olive Street and Third Street to a point thirty-five feet south of the intersection of Olive Street and Third Street. (new)

Section 2: That Section 27-93 of the Code of the City of Rolla, Missouri, pertaining to parking is hereby repealed and a new Section 27-93 is hereby enacted in lieu thereof as follows:

Sec. 27-93. Parking prohibited on certain streets at certain times.

It shall be unlawful for any person to park a vehicle at or in the following designated areas at the time set forth:

.01- Eleventh Street, on the south side, from a point one hundred six feet east of the intersection of Eleventh Street and Poole Avenue, to a point one hundred sixty-six feet east of said intersection of Eleventh Street and Poole Avenue, between the hours of 8:00 A.M. and 4:00 P.M., on school days only.

.02- St. Patrick’s Lane, on the north side, from a point twenty-five feet west of the intersection of St. Patrick’s Lane and Vichy Road, to a point seventy-five feet west of the intersection of St. Patrick’s Lane and Vichy Road and between a point one hundred twenty-seven feet west of the intersection of St. Patrick’s Lane and Vichy Road, to a point two hundred feet west of the intersection of St. Patrick’s Lane and Vichy Road between the hours of 8:00 A.M. and 4:00 P.M. on school days only, except for the parking of school buses.
.03- **Maple Street**, on the east side, from the intersection of Maple Street and Fifth Street to the intersection of Maple Street and Seventh Street, between the hours of 8:00 A.M. to 4:00 P.M., on school days only.

.04- **Maple Street**, on both sides, from the north side of the intersection of Tenth Street and Maple Street, to the south side of the intersection of Eleventh Street and Maple Street, between the hours of 8:00 A.M. to 4:00 P.M. Monday thru Friday.

.05- **Oak Street**, on the east side, from the intersection of Oak Street and Fourteenth Street, to the intersection of Oak Street and Sixteenth Street, between the hours of 8 A.M. and 5 P.M., Monday thru Friday.

06- **Pine Street**, on both sides, south of Sixth Street and north of the Burlington Northern Santa Fe Railroad right-of-way, no parking between the hours of 8:00 P.M. to 6:00 A.M.

07- **Lanning Lane**, on the north side, from a point eight hundred eighty-five feet west of the intersection of Lanning Lane and Rolla Street to a point one thousand forty-five feet west of the intersection of Lanning Lane and Rolla Street, no parking between the hours of 7:00 A.M. to 4:00 P.M. (new)

08- **Lanning Lane**, on the south side, from the west intersection of Lanning Lane and Jimmy Street, a private drive, to a point three hundred sixty feet west of the intersection of Lanning Lane and Jimmy Street, no parking between the hours of 7:00 A.M. to 4:00 P.M. (new)

**Section 3:** That this ordinance shall be in full force and effect from and after the date of its passage and approval.


APPROVED:

ATTEST:

MAYOR

______________________________
CITY CLERK

APPROVED AS TO FORM:

______________________________
CITY COUNSELOR

III. B.3.
Section 27-92 Parking Prohibited

Ninth Street, on the north side, from the intersection of Ninth Street and Bishop Avenue (U.S. Highway 63) to the intersection of Ninth Street and State Street.

Requested by MS&T
Section 27-92 Parking Prohibited

Poole Avenue, on the east side, from the intersection of Poole Avenue and Tenth Street to the intersection of Poole Avenue and University Drive.

Several complaints
Section 27.92 Parking Prohibited

Pine Street, on the east side from a point one hundred eighty-five feet south of the intersection of Pine Street and Eighteenth Street to a point eighty feet south of the intersection of Pine Street and Eighteenth Street.

Requested by Alumni Chapter of Pi Kappa Phi

Yellow Paint

Actual Location
Section 27.92 Parking Prohibited

Olive Street, on the east side, from the south intersection of Olive Street and Third Street to a point thirty-five feet south of the intersection of Olive Street and Third Street (new). Complaint that parked vehicles were blocking the view of the stop sign.
Section 27-93 Parking Prohibited

Lanning Lane, on the north side, from a point eight hundred eighty-five feet west of the intersection of Lanning Lane and Rolla Street to a point one thousand forty-five feet west of the intersection of Lanning Lane and Rolla Street, no parking between the hours of 7:00 A.M. to 4:00 P.M.

Lanning Lane, on the south side, from the west intersection of Lanning Lane and Jimmy Street, a private drive, to a point three hundred sixty feet west of the intersection of Lanning Lane and Jimmy Street, no parking between the hours of 7:00 A.M. to 4:00 P.M.

Requested by School
CITY OF ROLLA
CITY COUNCIL AGENDA

DEPARTMENT HEAD: Steve Hargis

ACTION REQUESTED: Bid Award/Ordinance

ITEM/SUBJECT: Rehabilitating Sanitary Sewer Lines

BUDGET APPROPRIATION (IF APPLICABLE) - $200,000.00

DATE: 10/17/16

** COMMENTARY:**

Attached is a contract to rehabilitate just over a mile of sanitary sewer in various locations in the central portions of the city. This is the sixth year staff is proposing to participate in the cooperative purchasing arrangement with other Missouri communities with a bid received by Independence, Missouri.

Council acted the bid submitted by Insituform Technologies, USA in the amount of $159,588.25 at the October 3rd council meeting. Staff is requesting the final reading of the ordinance authorizing the Mayor to enter into contract with Insituform Technologies, USA for $159,588.25.

ITEM NO. III c.1
To: Dennis Cook  
City of Rolla  
901 North Elm Street  
Rolla, MO 65402

Re: City of Rolla, MO, 2017 Storm Sewer CIPP Project

Insituform Technologies USA, LLC. (Contractor) will provide services to complete the following Insituform work on the above referenced project:

Scope of work:
Rolla, MO
2016 Rehab

<table>
<thead>
<tr>
<th>Bid Item</th>
<th>Description</th>
<th>Unit of Measure</th>
<th>Per Bid Quantity</th>
<th>Bid Price</th>
<th>Total</th>
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<td>MH HP1-24 to MH HP1-19</td>
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<td>$2,685.00</td>
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Inclusions and exclusions as stated unless different with the Independence MO term contract.

INCLUDED:
✓ Certificate of insurance with a standard coverage
✓ Standard light cleaning of loose debris and televising
✓ Bypass
✓ CIPP installation

City of Rolla, MO, 2017 Sanitary Rehab Proposal Page 1 of 3
✓ Dry weather work only
✓ Post TV
✓ All pricing assumes 100% of above scope to be performed. If not, the pricing will need to be reevaluated.

EXCLUDED:
♦ Site clearing of any kind
♦ Traffic control beyond standard cones and early warning signs.
♦ Permits
♦ Taxes – Owner/GC to provide tax exempt certificate or will pay tax directly to entity
♦ Repairs to the sewer due to collapsed pipe sections, protruding taps, lodged equipment, etc.
♦ Special Insurance such as Railroad, OCP, Builders Risk...
♦ Weekend/Holiday Work.

OWNER TO PROVIDE:
♦ Access to manholes including R/R of Manhole tops, clearing and ground leving/stabilization if needed for equipment
♦ City to provide equipment to off load/reload dual gland equipment
♦ Traffic control plan, permits, devices if needed (other than standard cones)
♦ Water for construction – typically fire hydrant
♦ Provide dump site, haul permits, and associated items for sewer debris disposal. Any toxic waste handling is to be done by others.
♦ Permits as needed

General Conditions:

1. We reserve the right to negotiate our prices, should the CIPP quantities differ more than 10% from those stated in this proposal.

2. Laterals, if encountered, that can be positively identified (with the camera) as plugged, will not be reinstated. All other laterals will be opened unless otherwise directed in writing by the owner.

3. To the extent permitted by law and in accordance with the terms of this contract, Contractor shall indemnify and hold harmless the Owner, Architect/Engineer, and agents and employees of any of them from and against claims, damages, losses, and expenses including but not limited to attorneys' fees, arising out of or resulting from the work performed by Contractor, save and except any economic losses not related to bodily injury, sickness, disease or death, provided that such claim, loss or expense is attributable to bodily injury, sickness, disease, or death, or to injury to or destruction of tangible property excluding economic loss or use thereof (other than the work itself), but only to the extent caused in whole or in part by negligent acts or omissions of Contractor, anyone directly or indirectly employed by it or anyone for whose acts Contractor may be liable, regardless of whether or not such claim, damage, loss or expense is caused in part by a party indemnified hereunder.

In claims against any person or entity indemnified under this paragraph by an employee of Contractor, anyone directly or indirectly employed by it or anyone for whose acts Contractor may be liable, the indemnification obligation under this paragraph shall be limited by a limitation on the amount or type of damages, compensation or benefits payable by or for Contractor or its subcontractors under workers' compensation acts, disability benefit acts or other employee benefit acts.

The obligations of Contractor under this paragraph shall not extend to the liability of the Owner, Architect/Engineer, Architect/Engineer's consultants, and agents and employees of any of them arising out of (1) the preparation or approval of maps, drawings, opinions, reports, surveys, change orders, designs or specifications, or (2) the giving of or the failure to give directions or instructions by the Owner, Architect/Engineer, Architect/Engineer's consultants, and agents and employees of any of them.

4. LIMITED WARRANTY. IN LIEU OF ALL OTHER EXPRESSED, IMPLIED AND/OR STATUTORY WARRANTIES, INCLUDING WARRANTIES OF MERCHANTABILITY AND FITNESS FOR A PARTICULAR PURPOSE, CONTRACTOR AGREES TO CORRECT ANY DEFECTS IN THE MATERIALS OR SERVICES PROVIDED BY CONTRACTOR WHICH ARE
BROUGHT TO THE ATTENTION OF CONTRACTOR WITHIN ONE YEAR FOLLOWING COMPLETION OF CONTRACTOR'S WORK, PROVIDED OWNER AFFORDS CONTRACTOR SUITABLE ACCESS AND WORKING CONDITIONS TO ACCOMPLISH SUCH CORRECTION.

5. MUTUAL RELEASE OF CONSEQUENTIAL DAMAGES. Neither party shall be liable to the other for consequential damages relating to or arising out of the Contract.

6. Any restrictions in our normal weekday work hours required by local, state, and/or federal authorities (due to noise restrictions or other reasons not known at the time of this proposal) will be an extra charge.

7. All labor, equipment, material, supervision, and mobilization necessary to complete the Insituform® process per the above conditions, and Insituform® specifications, are included.

8. PAYMENT TERMS: Payment is due in full, without exception or retention, within 35 days of date of invoice.

9. This proposal supersedes and nullifies all previous estimates and proposals under the same number, and is good for 60 days.

Thank you,

INSITUFORM TECHNOLOGIES USA, LLC.

Offered By: 

Accepted By: 

Insituform Technologies USA, LLC.

Signature 

Date 

Name/Title 

Organization 

Accepted by: Insituform Technologies USA, LLC.

Date: 

Is this Project Tax Exempt? ________ If Yes, please provide Tax Exemption Form and, where applicable, Project Exemption Form.

Does this Project require Certified Payroll? ________ Are there wage rates? ________. If yes, please provide a copy of the wage rates.

This accepted proposal constitutes a formal agreement. If you initiate a purchase order or other contract document it shall not be acknowledged without this accepted proposal as an attachment.
ORDINANCE NO. ____________

AN ORDINANCE AUTHORIZING THE MAYOR OF THE CITY OF ROLLA, MISSOURI TO EXECUTE ON BEHALF OF THE CITY OF ROLLA, MISSOURI A CERTAIN AGREEMENT BETWEEN THE CITY OF ROLLA, MISSOURI AND INSITUFORM TECHNOLOGIES USA, LLC.

BE IT ORDAINED BY THE CITY COUNCIL OF THE CITY OF ROLLA, MISSOURI, AS FOLLOWS:

Section 1: That the Mayor of the City of Rolla, Missouri be and is hereby authorized and directed to execute on behalf of the City of Rolla, Missouri an agreement between the City of Rolla, Missouri and Insituform Technologies USA, LLC, a copy of said agreement being attached hereto and marked Exhibit A.


APPROVED:

_____________________________
MAYOR

ATTEST:

_____________________________
CITY CLERK

APPROVED AS TO FORM:

_____________________________
CITY COUNSELOR

III. C. S.
DEPARTMENT HEAD: Steve Hargis

ACTION REQUESTED: Bid Award - Motion

ITEM/SUBJECT: Backhoe

BUDGET APPROPRIATION (IF APPLICABLE) $101,600 DATE: 10/17/2016

COMMENTARY:

Attached is information regarding state bids for a 2016 Backhoe.

We are requesting to participate in the cooperative purchase of a backhoe for the Street Department using the MoDOT bid for backhoes. We will surplus the existing backhoe through Purple Wave.

The unit is a planned replacement in the Street Department. The price for the backhoe is $101,600 and will be paid for out of existing revenues.

Staff recommends City Council approve the purchase of a John Deere 410L Backhoe Loader from Erb Equipment Company for $101,600 as set out in the RFB3-160512TV Backhoe Loaders in the agreement between Missouri Highways and Transportation Commission and the Erb Equipment Company.
October 4, 2016

City Of Rolla
Attn: Steve Hargis
Rolla, MO 65401

Dear Darren:

We are pleased to quote the following for your consideration:

(1) John Deere 410L Backhoe Loader, new 2016 model, Unit# N.I.S., S/N Factory Order.

The following factory and dealer options are included:

* John Deere PowerTech Plus 4.5L (276 Cu. In.)
* JDLink Ultimate Cellula,
* English Decals with English Operator and Safety Manuals,
* Mechanical Front Wheel Drive (MFWD) with Limited Slip Differential, Powershift Transmission,
* Galaxy 21L 24 in. 12 PR Rear 12.5/80-18 10PR Front,
* Cab With Heat / AC,
* Dual Maintenance Free Batteries, 300 Minute Reserve Capacity (1900 CCA),
* Extendible Dipperstick,
* No Auxiliary,
* Mechanical Controls, Two Lever, ISO (DEERE),
* Less Backhoe Bucket with Bucket Pins,
* Less Coupler,
* Two-Function Loader Hydraulics, Single Lever,
* 1250 Lb. (567 kg) Front Counterweight,
* 1.5 Cu. Yd., 92 in. wide Heavy Duty Bucket with Bolt-On Cutting Edge and Skid Plates,
* 110 Volt Engine Coolant Heater (1000 Watts),
* Ride Control,
* Premium Suspension Driver's Seat
* Hydraulic Thumb
* 2-Way Flow Auxiliary Hydraulics for Backhoe Boom
* Wain Roy Rigid Coupler
* Wain Roy 36" Tooth Bucket
* Chrome Exhaust Stack

Cash Sale Price: $ 101,600.00

Price directly reflects base machine for MoDOT Contract # 3-160512TV for the John Deere 410L Backhoe

We believe the equipment as quoted will exceed your expectations. On behalf of ERB Equipment Co., Inc., thank you for the opportunity to quote John Deere machinery.

Sincerely,

Dan Jones
Sales Representative
CITY OF ROLLA
CITY COUNCIL AGENDA

DEPARTMENT HEAD: Steve Hargis
ACTION REQUESTED: Bid Award/Ordinance

ITEM/SUBJECT: Project #414
Hy-Point Pump Station Upgrade

BUDGET APPROPRIATION (IF APPLICABLE) DATE: 10/17/16

COMMENTARY:
City staff requested and received bids for a pump station upgrade at the Hy-Point Pump Station. The following bids were received:

The Pump Shop
1228 South 8th Street
St. Louis, MO 63104
$61,718.00

EnviroLine Co., Inc.
409 6th Street
PO Box 308
Osawatomie, KS 66064
$63,150.00

Vandevanter Engineering
1550 Larkin Williams Road
Fenton, MO 63026
$88,814.00

Staff recommends award of the bid to The Pump Shop for $61,718.00. In addition, staff is requesting the first reading of the ordinance authorizing the Mayor to enter into the contract with The Pump Shop for $61,718.00.
ORDINANCE NO. __________


BE IT ORDAINED BY THE CITY COUNCIL OF THE CITY OF ROLLA, MISSOURI, AS FOLLOWS:

Section 1: That the Mayor of the City of Rolla, Missouri be and is hereby authorized and directed to execute on behalf of the City of Rolla, Missouri an agreement between the City of Rolla, Missouri and The Pump Shop for Hy-Point Pump Station Upgrade, Project 414, a copy of said agreement being attached hereto and marked Exhibit A.


APPROVED:

__________________________
MAYOR

ATTEST:

__________________________
CITY CLERK

APPROVED AS TO FORM:

__________________________
CITY COUNSELOR

[Signature]
CONTRACT AGREEMENT

THIS AGREEMENT, made and entered into this _______ Day of _________ by and between the City of Rolla, Missouri, Party of the First Part and hereinafter called Owner, and THE PUMP SHOP Party of the second Part and hereinafter called the Contractor.

WITNESSETH:

THAT WHEREAS, the Owner has caused to be prepared, in accordance with law, specifications, plans, and other Contract Documents for the work herein described, and has approved and adopted said documents, and has caused to be published and advertised for and in connection with the construction of: Hy-Point Pump Station Upgrade, PROJECT 414, in complete accord with the Contract Documents and the said plans and specifications; and

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

WHEREAS, the Owner, in the manner prescribed by law, has publicly opened, examined and canvassed the proposals submitted in response to the published invitation therefore, and as a result of such canvass has determined and declared the aforesaid Contractor to be lowest and best bidder for the said work and has duly awarded to the said Contractor a contract therefore, for the sum or sums named in the Contractor’s proposal, a copy thereof being attached to and made a part of this contract.

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

ARTICLE I. That the Contractor shall (a) furnish all tools, equipment, supplies, superintendent, transportation, and other construction accessories, services and facilities; (b) furnish all materials, supplies, and equipment specified and required to be incorporated in, and form a permanent part of the completed work except the items specified to be furnished by the Owner; (c) provide and perform all necessary labor, and (d) in a good, substantial, and workmanlike manner, and in accordance with the provisions of the General Conditions and the Special Conditions of the Contract, which are attached hereto and made a part hereof, and in conformity with the Contract Plans and Specifications designated and identified therein, execute, construct, and complete all work included in, and covered by the Owner’s official award of this Contract to the said Contractor, such award being based on the acceptance by the Owner of the Contractor’s proposal, for the construction of 2016 Hy-Point Pump Station Upgrade, PROJECT 414.

V. B. 3.
Exhibit A

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

ARTICLE II. Contractor acknowledges that Section 285.530, R.S.Mo, prohibits any business entity or employer from knowingly employing, hiring for employment, or continuing to employ an unauthorized alien to perform work within the State of Missouri. Contractor therefore covenants that it is not knowingly in violation of Subsection 1 of Section 285.530, R.S.Mo, and that it will not knowingly employ, hire for employment, or continue to employ any unauthorized aliens to perform work on the Project, and that its employees are lawfully eligible to work in the United States.

ARTICLE III. Occupational Safety and Health Administration (OSHA)

Safety Training:

a. Contractor shall provide a ten (10) hour Occupational Safety and Health Administration (OSHA) construction safety program for all employees who will be on-site at the project. The construction safety program shall include a course in construction safety and health that is approved by OSHA or a similar program approved by the Missouri Department of Labor and Industrial Relations which is at least as stringent as an approved OSHA program as required by Section 292.675, R.S.Mo.

b. Contractor shall require its on-site employees to complete a construction safety program within sixty (60) days after the date work on the project commences.

c. Contractor acknowledges and agrees that any of Contractor's employees found on the project site without the documentation of the successful completion of a construction safety program shall be required to produce such documentation within twenty (20) days, or will be subject to removal from the project.

d. Contractor shall require all of its subcontractors to comply with the requirements of this Section and Section 292.675, R.S.Mo.

Notice of Penalties for Failure to Provide Safety Training

a. Pursuant to Section 292.675, R.S.Mo, Contractor shall forfeit to City as a penalty two thousand five hundred dollars ($2,500.00), plus one hundred dollars ($100.00) for each on-site employee employed by Contractor or its Subcontractor, for each calendar day, or portion thereof, such on-site employee is employed without the construction safety training required in Safety Training section of Article III above.

b. The penalty described in above subsection A of this section shall not begin to accrue until the time periods described in Sections B and C Safety Training of Article III above have elapsed.

c. Violations of Article III – Safety Training above and imposition of the penalty described in this Section shall be investigated and determined by the Missouri Department of Labor and Industrial Relations.

ARTICLE IV. That the Contractor shall construct and complete the work designated and described in the foregoing proposal and attached specifications in accordance with the Notice to Bidders, Instruction to Bidders, Proposal, Bond, General Conditions, Special Conditions, Technical Specifications, Drawings, Addenda, and other component parts of the Contract.
Documents hereto attached, all of which documents from the Contract and are as fully a part hereto as if repeated verbatim herein.

**ARTICLE V.** That the Owner shall pay to the Contractor for the performance of the work described as follows: Complete construction of the improvements in accordance with plans and specifications; and the Contractor will accept as full compensation therefore, the sum (subject to adjustment as provided by the Contract) of $61,718.00 for All work covered by and included in the contract award and designated in the foregoing Article I. Payment therefore shall be made in the manner provided in the General Conditions attached hereto.

**ARTICLE VI.** That the Contractor shall begin assembly of materials and equipment within ten (10) days after receipt from the Owner of executed copies of the Contract. Date of Completion of this project is **April 17, 2017**.

Liquidated Damages - Should the contractor fail to complete the work on or before the completion date specified the contractor will be charged liquidated damages in the amount of $200.00 per calendar day for each full calendar day that the work is not fully completed. Liquidated damages will not be charged for weekends and holidays.

**ARTICLE VII.** Before the final payment can be made to the Contractor on the project, the Contractor must complete and return the Affidavit Compliance with the Prevailing Wage Law form furnished at the end of the Special Conditions section.

**ARTICLE VIII.** Before the final payment can be made on the project to the Contractor, the Contractor must complete and return the Contractor’s Affidavit Regarding Settlement of Claims form furnished at the end of the Special Conditions section.

**ARTICLE IX.** This Contract will not be binding and effective until confirmed by the Owner.
Exhibit A

IN WITNESS-WHEREOF: The parties have executed this Contract as of the day and year first above written.

CITY OF ROLLA, MISSOURI

BY
Mayor, Owner, Party of the First Part

CONTRACTOR

BY

TITLE

STATE OF MISSOURI )
SS )
County of Phelps )

On this _____ day of __________ before me appeared ____________________________,
to me personally known, who, being by me duly sworn, did say that he is the Mayor of the City of Rolla, Missouri, a municipal corporation, and the seal affixed to said instrument is the corporate seal of said municipal corporation and that said instrument is the corporate seal of said municipal corporation and that said instrument was signed under authority of the City Council of the City of Rolla, Missouri; and the said ____________________________ Acknowledged said instrument to be the free act and deed of said municipal corporation.

My commission expires: ____________________________

Notary Public

STATE OF MISSOURI )
SS )
County of Phelps )

On this _____ day of __________ before me appeared ____________________________,
to me personally known, who, being by me duly sworn, did say that (s)he is the ____________________________ of ____________________________, and that the seal affixed to said instrument is the corporate seal of said corporation by authority of its board of directors; and the said ____________________________ acknowledged said instrument to be the free act and deed of said corporation.

My commission expires: ____________________________

Notary Public

V.B.C.
In keeping with the Department’s ten-year truck replacement schedule, sealed bids were solicited for the purchase of one new 20 cubic-yard sanitation truck for the Environmental Services Department. The proposed purchase would replace an existing 2007 Sterling. The bids that were received have been reviewed for compliance and completeness and are tabulated on the attached page.

Staff is recommending purchase of the lowest bid that complies with the minimum required specifications which is the 2017 Freightliner with a Loadmaster body offered by TCS of Strafford, MO for $142,278. Once the new truck is received, the existing truck would be offered for sale on govdeals.com.
## 20 CUBIC-YARD PACKER TRUCK

**BIDS FOR CAB, CHASSIS AND REFUSE BODY:**

*Opened Sept. 29, 2016*

<table>
<thead>
<tr>
<th>Vendor</th>
<th>Make/Model</th>
<th>Purchase Price</th>
</tr>
</thead>
<tbody>
<tr>
<td>Armor Equip. Arnold, MO</td>
<td>2017 Freightliner M2-106 with Heil PT1000</td>
<td>$147,973</td>
</tr>
<tr>
<td>Downing Sales Phillipsburg, MO</td>
<td>2017 Freightliner M2-106 with PakMor R220C</td>
<td>$135,715</td>
</tr>
<tr>
<td>Elliott Equipment Grandview, MO</td>
<td>2017 Freightliner M2-106 with New Way Cobra</td>
<td>$149,590</td>
</tr>
<tr>
<td>TCS Strafford, MO</td>
<td><strong>2017 Freightliner M2-106 with Loadmaster Legacy</strong></td>
<td><strong>$142,278</strong></td>
</tr>
<tr>
<td>TCS Strafford, MO</td>
<td>2017 Peterbilt 337 with Loadmaster Legacy</td>
<td>$150,462</td>
</tr>
<tr>
<td>TCS Strafford, MO</td>
<td>2017 International 7400 with Loadmaster Legacy</td>
<td>$143,266</td>
</tr>
</tbody>
</table>

Item **✓ C.L.**