



City of Carthage, Missouri

CITY COUNCIL

February 13, 2024 - 6:30 PM
CITY HALL COUNCIL CHAMBERS

AGENDA

- 1. Call to Order**
- 2. Invocation**
- 3. Pledge of Allegiance to Flag**
- 4. Calling of the Roll**
- 5. Reading and Consideration of Minutes of Previous Meeting**
 1. Approval of January 23, 2024 Minutes
- 6. Presentations/Proclamations**
- 7. Public Comments**

(Each person addressing the Council shall state their name and address or the organization or firm represented and is limited to no more than five (5) minutes. The time may be extended by the chair if deemed necessary. Once a person has had their say on a particular issue they are not permitted to once again speak on the issue unless called to answer any further questions by the Council or Chair)
- 8. Reports of Standing Committees**
 1. Agendas and Minutes of Standing Committees
- 9. Reports from Special Committees and Board Liaisons**
 1. Agendas and Minutes of Special Committees
- 10. Report of the Mayor**
- 11. Reports/Remarks of Councilmembers**

(Each Councilmember is limited to no more than two (2) minutes. The time may be extended by the Chair if deemed necessary. Once a Councilmember has had their say on a particular issue they are not permitted to once again speak on the issue unless permitted by the Chair)
- 12. Administrative Reports**
 1. City Administrator's Report
 2. Financial Reports
- 13. Report of Claims Presented Against the City**
 1. Motion and a second to approve the Claims
- 14. Public Hearings**
- 15. Old Business**
 1. C.B. 24-01 -- An Ordinance authorizing the Mayor to enter into a contract between the City of Carthage and Radmacher Brothers Excavation for the

interchange improvement at the intersection of I-49 and Dr. Russell Smith Way in the amount of \$2,659,341.10.

2. C.B. 24-02 -- An Ordinance of the City of Carthage, Missouri authorizing the Mayor to execute a Contract between the City of Carthage, Missouri and Missouri Department of Transportation for sidewalk improvements, Airport Drive and Fairview Avenue/Route E – 571 to River Street/River Street to Pearl Street, pursuant to TAP 1601(706).
3. C.B. 24-03 -- An Ordinance authorizing the Mayor to grant an Easement of property owned by the City of Carthage in Municipal Park, to Spire Missouri, Inc. to construct, operate and maintain a gas distribution system consisting of mains, piping, valves, service connections, appurtenances and above ground structures.
4. C.B. 24-04 -- An Ordinance authorizing the Mayor to enter into a participation agreement with Sysco Inc, to provide food services, for the City of Carthage, Missouri.
5. C.B. 24-05 -- An Ordinance authorizing the Mayor to enter into an agreement with the Missouri Department of Conservation for a Community Forestry Cost Share Grant, for updates to tree inventory, in the City of Carthage, Missouri.

16. New Business

1. C.B. 24-06 -- An Ordinance authorizing the Mayor to enter into a contract with Sprouls Construction, Inc. of Lamar, Missouri, for a box culvert replacement on West Chestnut in the amount of \$231,476.70, in the City of Carthage, Missouri.
2. C.B. 24-07 -- An Ordinance of the City of Carthage, Missouri authorizing the Mayor to execute an Agreement between the City of Carthage, Missouri and Zanevan Engineering, LLC for construction inspection services on the I-49 Interchange Project, in the City of Carthage, Missouri
3. C.B. 24-08 -- An Ordinance of the City of Carthage, Missouri authorizing the Mayor to execute an Agreement between the City of Carthage, Missouri and Zanevan Engineering, LLC for construction inspection services on the 3rd Street Bridge Project, in the City of Carthage, Missouri
4. C.B. 24-09 -- An Ordinance amending the Annual Operating and Capital Budget of the City of Carthage for Fiscal Year 2023 - 2024 for specified funds (General Fund, Fire Protection Tax Fund, Use Tax Fund and Public Safety Fund).
5. C.B. 24-10 -- An Ordinance authorizing the Mayor to enter into a contract with 360 Fire Protection in the amount of \$10,687.25 for updating the fire system at City Hall, in the City of Carthage, Missouri.
6. C.B. 24-11 -- An Ordinance authorizing the Mayor to execute a contract between the City of Carthage and MODOT for installation and maintenance of lighting on HH Highway in the City of Carthage, Missouri.

17. Mayor's Appointments

18. Resolutions

1. Resolution 2025 -- A Resolution authorizing a supplemental budget adjustment to the Golf Fund and Use Tax Fund for Fiscal Year 2023-2024.

19. Closing Comments

20. Executive Session

1. **CLOSED SESSION:** ACCORDING TO SECTION 610.021 (1), THE AGENDA INCLUDES THE POSSIBILITY OF A VOTE TO CLOSE PART OF THE MEETING TO DISCUSS LEGAL ACTIONS, CAUSES OF ACTION OR LITIGATION INVOLVING A PUBLIC GOVERNMENTAL BODY OR ITS REPRESENTATIVES AND ITS ATTORNEYS.
2. **CLOSED SESSION:** ACCORDING TO SECTION 610.021 (2), THE AGENDA INCLUDES THE POSSIBILITY OF A VOTE TO CLOSE PART OF THE MEETING TO DISCUSS LEASING, PURCHASE OR SALE OF REAL ESTATE BY A PUBLIC GOVERNMENTAL BODY WHERE PUBLIC KNOWLEDGE OF THE TRANSACTION MIGHT ADVERSELY AFFECT THE LEGAL CONSIDERATION THEREFOR.

21. Adjournment

1. Additional Packet Correspondence

PERSONS WITH DISABILITIES WHO NEED SPECIAL ASSISTANCE CALL 417-237-7000 (VOICE) OR 1-800-735-2466 (TDD VIA RELAY MISSOURI) AT LEAST 24 HOURS PRIOR TO MEETING

City of Carthage, Missouri

CITY COUNCIL

January 23, 2024 - 6:30 PM
CITY HALL COUNCIL CHAMBERS

MINUTES

The Carthage City Council met in regular session on the above date in the Council Chambers at 06:30 PM with Mayor Dan Rife presiding.

Assistant Fire Chief Jason Martin gave the invocation. Police Chief Bill Hawkins led the flag salute.

The following Council Members answered roll call: Brandi Ensor, Chris Taylor, Trudy Blankenship, David Armstrong, Robin Blair, Terri Heckmaster, Jeff Hole, Alan Snow, Mark Elliff, and Tiffany Cossey. City Administrator Greg Dagnan and City Attorney Nate Dally were also present.

The following Department Heads were present: Police Chief Bill Hawkins, Assistant Fire Chief Jason Martin, Public Works Director Zeb Carney, Parks & Recreation Director Abi Almandinger, Assistant City Administrator Traci Cox, and Deputy City Clerk Amy Taylor.

Mr. Elliff made a motion, seconded by Mr. Armstrong, to approve the minutes of the December 12, 2023, 2023 Council Meeting and Closed Session meeting. Motion carried unanimously.

During Presentations, Jen Kirby gave a presentation regarding the Q2 Tourism update, highlighting the 30, 60, and 90-day goals and accomplishments. She also discussed the Q3 goals, which include promoting tourism assets, planning and coordinating a Route 66 Centennial Celebration, highway signage for historic sites and Route 66, and Visitor Guide updates. She also announced she hopes the new city maps will be available to the public by August 2024.

Jeff Meredith spoke on behalf of the CEDC, giving his presentation of the 2023 Annual Review. He highlighted voluntary annexations, the Carthage Redevelopment Corporation, Project Bull, Vision Carthage, the Industrial Park Development, the total grants received in 2023, and the grant prospects for 2024.

During Citizen's Participation, Joel Terry, 2219 Allison, inquired about the length of the response to the Attorney General, and asked about fees being charged to obtain a copy through the Sunshine Law. He asked about closed session minutes, briefly spoke about the Precious Moments land acquisition proposal, and the Assistant City Administrator salary.

Dustin Edge, 1490 Piper Drive, introduced himself and announced his candidacy for the Ward 3 seat in the upcoming City Council election in April 2024.

Bill Lasley, 1403 Grand, announced that he has been asked by Ms. Cossey to represent her concerning a complaint filed against her.

Jana Schramm, 1521 Grand, expressed her concern of perceived silencing of individuals. She spoke about a previously proposed Council Bill, Resolution 2024, and claims made against Councilwoman Cossey.

Amy Grimes, 729 Highland, spoke about Resolution 2024 and claims made against Councilwoman Cossey.

Bill Putnam, 624 Belle Air, spoke about Resolution 2024 and the claims made against Councilwoman Cossey, and a closed session meeting scheduled during this meeting.

Debbie Smallwood, 805 South County Club Road, spoke about Mark Peterson, the demolition of the ball field, and the CWEP board. She also encouraged citizens to vote in the April 2024 election.

Kirk Friesen, 527 Belle Air Place, gave his opinion on the land purchase proposed in Council Bill 23-80 for the industrial park. He also discussed his opinion about the appraisal value of the proposed land.

During reports Mr. Snow reported the Budget Ways & Means Committee is between meetings. The next meeting will be February 12th at 5:30.

Ms. Blair reported the Committee on Insurance, Audit and Claims met on this day and approved the claims. She stated a report was given by Rebecca Baker on the City's annual audit. She also announced that employee dental rates had been received from Delta Dental with no increase from 2023. A motion was made by Ms. Blair, seconded by Ms. Heckmaster to accept the rate and remain with Delta Dental for Employee Dental Insurance, followed by a roll call vote of 10 yeas and no nays. Ayes: Brandi Ensor, Chris Taylor, Trudy Blankenship, David Armstrong, Robin Blair, Terri Heckmaster, Jeff Hole, Alan Snow, Mark Elliff, and Tiffany Cossey. Motion carried. A motion was made by Ms. Blair, seconded by Mr. Taylor, to accept the annual budget findings, followed by a roll call vote of 10 yeas and no nays. Ayes: Brandi Ensor, Chris Taylor, Trudy Blankenship, David Armstrong, Robin Blair, Terri Heckmaster, Jeff Hole, Alan Snow, Mark Elliff, and Tiffany Cossey. Motion carried. The next meeting will be February 13th at 5:30.

Mr. Elliff reported the Public Safety Committee met January 22, 2024. Discussed was the 2024 Tower to Tower Run taking place on Saturday, May 11, 2024, at 8:00am. A motion was made by Mr. Elliff, seconded by Mr. Snow to approve the 2024 Tower to Tower Run, followed by a roll call vote of 10 yeas and no nays. Ayes: Brandi Ensor, Chris Taylor, Trudy Blankenship, David Armstrong, Robin Blair, Terri Heckmaster, Jeff Hole, Alan Snow, Mark Elliff, and Tiffany Cossey. Motion carried. Also discussed was updating the fire protection system at City Hall, for which a bid was received from 360 Fire Protection in the amount of \$10,687.25. This bid includes a new panel, flow alarm, monitoring, smoke/heat detectors and strobes/horns. This will be coming to Council as a Council Bill in the future. A donation to the police department was also discussed and is on the agenda as Resolution 2023. The next meeting will be February 26th at 5:30.

Ms. Ensor reported the Public Service Committee met December 19th and January 16th. Discussed in the December 19, 2023 meeting was increasing the budget for the golf course inventory from \$70,000 to \$120,000. There was consideration and discussion of rules and camera placement at the dog park. She reported Ms. Almandinger provided updates on the progress at Rock Stadium, and that Ms. Almandinger requested a budget adjustment not to exceed \$150,000.00 for improvements to Rock Stadium from Use Tax. In the January 16, 2024 meeting, it was reported that work is being done to apply for a Tree Inventory Grant through the Missouri Department of Conservation, which includes completing a tree inventory. There was one bid received by Lauren Copple with Outer Oaks Forestry Consulting for the amount of \$31,375. There was one bid received by Lauren Copple with Outer Oaks Forestry Consulting for the tree inventory in the amount of \$31,375. This would be a 90/10 cost share with the City paying \$1508.08. The concession stand for the Little League program was also discussed, and a budget of \$15,000 was approved. This is on the agenda as C.B. 24-04 under New Business. Pricing for field rentals at the ball fields was also discussed. The next meeting will be February 6th, 2024.

Mr. Armstrong reported the Public Works Committee met January 2, 2024. The committee discussed the granting of easement of property at Municipal Park to Spire Gas, on the agenda as C.B. 24-03. The interchange project at I-49/Russell Smith Way was also discussed, and is on the agenda as C.B. 24-01. The TAP 1601-706 (Phase 7) River St, Airport to Pearl Sidewalk Project was forwarded to Council, and is on the agenda as C.B. 24-02. The next meeting will be February 6, 2024.

Special Committee and Board Liaison Reports were given by Mr. Elliff for Jasper County Commission and Police and Fire Pension Committee, Mr. Snow for CW&EP, Ms. Heckmaster for Vision Carthage, and Ms. Blair for the Humane Society.

During Remarks from Council Members, Ms. Heckmaster thanked the police and fire departments for their work during the extreme cold weather. Mr. Snow thanked Zeb and the Public Works department for the work being done on the sidewalks in town. Ms. Cossey discussed parts of the agenda. Ms. Cossey made a motion, seconded by Ms. Heckmaster, to amend the agenda to remove the Executive Session in Agenda Item 19, followed by a roll call vote of 4 yeas and 6 nays. Ayes: Robin Blair, Terri Heckmaster, Alan Snow, and Tiffany Cossey. Nays: Brandi Ensor, Chris Taylor, Trudy Blankenship, David Armstrong, Jeff Hole, and Mark Elliff. Motion does not carry.

City Attorney Nate Dally reported addressed the report from the State Auditor, stating there has been no response letter received as of this date. He also gave a short breakdown of the items sent to the State Auditor. Mr. Dally also explained the date on the previous letter the City received from the State Auditor, relaying the Auditor's office told him the date says December 6th, which was a draft letter composed earlier, but not sent until a later date. The date on the letter was not updated at the time of printing. He also explained the deeding of Fair Acres property; speaking at the CWEP luncheon, and the contract with Brightly, which the City is currently trying to cancel.

Police Chief Bill Hawkins reported the police department is now fully staffed.

Parks and Recreation Director Abi Almandinger reminded everyone of the survey currently underway for the city pool. She also addressed the removal of walls at Rock Stadium, expressing this was a plan in motion in 2021, before she began at Parks and Recreation, and that the stadium was in such disrepair, portions of the stadium could not be saved.

Assistant City Administrator reported Sales Tax Revenue is at 58%, Use Tax Revenue is at 86% - January 2023 revenue was \$59,000.00 and January 2024 revenue was \$90,000.00, and property taxes are up \$31,000 from last year. She also reported the City has received their first Marijuana Tax payment in the amount of \$15,619.00.

City Administrator Greg reported the budget process begins Thursday. Reported the waterline break at the courthouse is a tragedy, but he is proud of the City departments who have helped, and with the way it is being handled.

The Committee on Claims filed a report in the amount of \$4,461,963.51 against the following funds: General Revenue \$578,608.28, Public Health \$312,349.13, Lodging \$25,685.76, Public Safety \$11,363.39, Parks/Stormwater \$67,033.85, Fire Protection \$31,333.38, Golf \$11,366.11, Capital Improvements \$127,594.08, Parks and Recreation \$6532.13, Myers Park \$12,099.50, Use Tax \$113,590.10, Public Facilities \$3,905.00, ARPA \$84,317.59, Library \$75,000.00, Payroll \$1,001,185.21, and Carthage Water and Electric \$2,000,000. Ms. Blair made a motion, seconded by Mr. Snow, to accept the report and allow the claims. Motion carried.

Mr. Elliff made a motion, seconded by Mr. Armstrong, to close the meeting according to Section 610.021 (2), the agenda includes the possibility to close part of the meeting to discuss the City of Carthage leasing, purchase, or sale of real estate by a public governmental body where public knowledge might adversely affect the legal consideration therefor, followed by a roll call vote of 10 yeas and no nays. Ayes: Brandi Ensor, Chris Taylor, Trudy Blankenship, David Armstrong, Robin Blair, Terri Heckmaster, Jeff Hole, Alan Snow, Mark Elliff and Tiffany Cossey. Motion carried at 8:06 p.m.

CLOSED SESSION

Mr. Taylor made a motion, seconded by Mr. Snow, to return to the regular session of the Council Meeting, followed by a vote of 10 yeas and no nays. Ayes: Brandi Ensor, Chris Taylor, Trudy Blankenship, David Armstrong, Robin Blair, Terri Heckmaster, Jeff Hole, Alan Snow, Mark Elliff, and Tiffany Cossey. Motion carried at 8:50 p.m.

Under Old Business, C.B. 23-79 -- An Ordinance to enter into a Memorandum of Understanding Agreement with the Carthage Hardware, for purchasing in the City of Carthage, Missouri was placed on second reading followed by a roll call vote of 10 yeas and 0 nays. Ayes: Brandi Ensor, Chris Taylor, Trudy Blankenship, David Armstrong, Robin Blair, Terri Heckmaster, Jeff Hole, Alan Snow, Mark Elliff and Tiffany Cossey. The Council Bill was approved and numbered Ordinance 24-01.

C.B. 23-80 – An Ordinance authorizing the Mayor to enter into a contract with the Carthage Economic Development Corporation and Southwest Missouri Bank, for an encumbrance on property to be purchased by the City of Carthage pursuant to Council Bill 23-07, in the City of Carthage, Missouri was placed on second reading followed by a roll call vote of 9 yeas and 1 abstain. Ayes: Brandi Ensor, Chris Taylor, David Armstrong, Robin Blair, Terri Heckmaster, Jeff Hole, Alan Snow, Mark Elliff and Tiffany Cossey. Abstain: Trudy Blankenship. The Council Bill was approved and numbered Ordinance 24-02.

Under New Business, C.B. 24-01 -- An Ordinance authorizing the Mayor to enter into a contract between the City of Carthage and Radmacher Brothers Excavation for the interchange improvement at the intersection on I-49 and Dr. Russell Smith Way in the amount of \$2,659,341.10 was placed on first reading with no action taken.

C.B. 24-02 – An Ordinance of the City of Carthage, Missouri authorizing the Mayor to execute a Contract between the City of Carthage, Missouri and Missouri Department of Transportation for sidewalk improvements, Airport Drive and Fairview Avenue/Route E – 571 to River Street/River Street to Pearl Street, pursuant to TAP 1601(706) was placed on first reading with no action taken.

C.B. 24-03 -- An Ordinance authorizing the Mayor to grant an Easement of Property owned by the City of Carthage in Municipal Park, to Spire Missouri, Inc. to construct, operate and maintain a gas distribution system consisting of mains, piping, valves, service connections, appurtenances and above ground structures was placed on first reading with no action taken.

C.B. 24-04 -- An Ordinance authorizing the Mayor to enter into a participation agreement with Sysco Inc, to provide food services, for the City of Carthage, Missouri was placed on first reading with no action taken.

C.B. 24-05 -- An Ordinance authorizing the Mayor to enter into an agreement with the Missouri Department of Conservation for a Community Forestry Cost Share Grant, for updates to tree inventory, in the city of Carthage Missouri was placed on first reading with no action taken.

Mr. Elliff made a motion, seconded by Mr. Armstrong, to close the meeting according to Section 610.021 (3) to discuss hiring, firing, disciplining or promoting of particular employees by a public governmental body when personal information about the employee is discussed or recorded, followed by a roll call vote on the board of 6 yeas and 4 nays. Ayes: Brandi Ensor, Chris Taylor, Trudy Blankenship, David Armstrong, Jeff Hole, and Mark Elliff. Nays: Robin Blair, Terri Heckmaster, Alan Snow, and Tiffany Cossey. Motion carried at 9:05 p.m.

CLOSED SESSION

Mr. Elliff made a motion, seconded by Ms. Blankenship, to return to the regular session of the Council Meeting, followed by a vote of 10 yeas and no nays. Ayes: Brandi Ensor, Chris Taylor, Trudy Blankenship, David Armstrong, Robin Blair, Terri Heckmaster, Jeff Hole, Alan Snow, Mark Elliff, and Tiffany Cossey. Motion carried at 9:15 p.m.

Mr. Snow made a motion, seconded by Ms. Heckmaster, to allow Ms. Cossey's counsel into the the closed session meeting, followed by a roll call vote of 8 yeas and 2 nays. Ayes: Brandi Ensor, Trudy Blankenship, David Armstrong, Robin Blair, Terri Heckmaster, Jeff Hole, Alan Snow, and Tiffany Cossey. Nays: Chris Taylor and Mark Elliff.

Mr. Elliff made a motion, seconded by Mr. Taylor to amend Agenda Item 19 - ACCORDING TO SECTION 610.021 (3), THE AGENDA INCLUDES THE POSSIBILITY OF A VOTE TO CLOSE PART OF THE MEETING TO DISCUSS HIRING, FIRING, DISCIPLINING OR PROMOTING OF PARTICULAR EMPLOYEES BY A PUBLIC GOVERNMENTAL BODY WHEN PERSONAL INFORMATION ABOUT THE EMPLOYEE IS DISCUSSED OR RECORDED, ***to instead read*** - ACCORDING TO SECTION 610.021 (13), THE AGENDA INCLUDES THE POSSIBILITY OF A VOTE TO CLOSE PART OF THE MEETING TO DISCUSS INDIVIDUALLY IDENTIFIABLE PERSONNEL RECORDS, PERFORMANCE RATINGS OR RECORDS PERTAINING TO EMPLOYEES OR APPLICANTS FOR EMPLOYMENT, EXCEPT THAT THIS EXEMPTION SHALL NOT APPLY TO THE NAMES, POSITIONS, SALARIES AND LENGTHS OF SERVICE OF OFFICERS AND EMPLOYEES OF PUBLIC AGENCIES ONCE THEY ARE EMPLOYED AS SUCH, AND THE NAMES OF PRIVATE SOURCES DONATING OR CONTRIBUTING MONEY TO THE SALARY OF A CHANCELLOR OR PRESIDENT AT ALL PUBLIC COLLEGES AND UNIVERSITIES IN THE STATE OF MISSOURI AND THE AMOUNT OF MONEY CONTRIBUTED BY THE SOURCE, followed by a roll call vote of 6 yeas and 4 nays. Ayes: Brandi Ensor, Chris Taylor, Trudy Blankenship, David Armstrong, Jeff Hole, and Mark Elliff. Nays: Robin Blair, Terri Heckmaster, Alan Snow, and Tiffany Cossey. Motion carried.

Mr. Elliff made a motion, seconded by Mr. Taylor, to close the meeting according to Section 610.021 (13) to discuss individually identifiable personnel records, performance ratings or records pertaining to employees or applicants for employment, except that this exemption shall not apply to the names, positions, salaries and lengths of service of officers and employees of public agencies once they are employed as such, and the names of private sources donating or contributing money to the salary of a chancellor or president at all public colleges and universities in the state of Missouri and the amount of money contributed by the source, followed by a roll call vote of 6 yeas and 4 nays. Ayes: Brandi Ensor, Chris Taylor, Trudy Blankenship, David Armstrong, Jeff Hole, and Mark Elliff. Nays: Robin Blair, Terri Heckmaster, Alan Snow, and Tiffany Cossey. Motion carried at 9:28 p.m.

CLOSED SESSION

Mr. Snow made a motion, seconded by Mr. Taylor, to return to the regular session of the Council Meeting, followed by a vote of 10 yeas and no nays. Ayes: Brandi Ensor, Chris Taylor, Trudy Blankenship, David Armstrong, Robin Blair, Terri Heckmaster, Jeff Hole, Alan Snow, Mark Elliff, and Tiffany Cossey. Motion carried at 10:05 p.m.

Ms. Blair made a motion, seconded by Ms. Heckmaster, to postpone discussion of Resolution 2024 until the February 13, 2024 Council meeting, followed by a vote of 10 yeas and no nays. Ayes: Brandi Ensor, Chris Taylor, Trudy Blankenship, David Armstrong, Robin Blair, Terri Heckmaster, Jeff Hole, Alan Snow, Mark Elliff, and Tiffany Cossey. Motion carried.

Mr. Elliff made a motion, seconded by Mr. Armstrong, to adopt Resolution 2023 - A Resolution providing for the formal acceptance of an anonymous donation of \$10,000 by the City Council of the City of Carthage, Missouri pursuant to City Policy. Resolution 2023 was adopted after a roll call vote of 10 yeas and 0 nays. Ayes: Brandi Ensor, Chris Taylor, Trudy Blankenship, David Armstrong, Robin Blair, Terri Heckmaster, Jeff Hole, Alan Snow, Mark Elliff, and Tiffany Cossey.

During closing comments, Mr. Snow states he believes the only way good government to take place is for differing opinions to be brought forward and discussed. He believes that everyone has a right to their own opinion, whether it be right or wrong, agreed with or disagreed with. He expressed his appreciation, moving forward, to having good discussions in order to work together to make the City the best it can be. Mr. Elliff thanked all city employees for their work during the extreme cold weather. Ms. Cossey thanked all in attendance, saying she appreciates when they attend. Ms. Ensor thanked Chief Huntley for his work with the homeless during the extreme cold weather, sharing her appreciation for the work he does with the homeless population. Mr. Taylor stated he has no vendetta with anyone on Council or in the audience. He shared his desire to do the best job he can for the City of Carthage, stating he may not always agree with everyone, however, he feels everyone has a say, but also have rules that must be followed. He offered his apologies to anyone who feels he may have overstepped his bounds. Ms. Blankenship shared with the Council and the audience that she feels people must have respect, and that if one can't choose anything, to just choose to be kind. She expressed her opinion that everyone feels they are out to do what is best for the City, that others do not know what anyone else is going through at home or in public, so to please just try to always be kind. Mr. Armstrong expressed he feels conflict sometimes makes things better and stronger when it is worked through. He conveyed to all that he is open to meet and discuss issues with anyone who would like to do so, and invites people to feel free to call if they want to talk.

Mr. Armstrong made a motion, seconded by Mr. Snow, to adjourn the regular session of the Council Meeting. Motion carried and meeting adjourned at 10:20 p.m.

**CLOSED SESSION
MINUTES OF THE MEETING OF THE CITY COUNCIL
CITY OF CARTHAGE, MISSOURI
January 23, 2024**

The Carthage City Council met in closed session on the above date in City Hall Council Chambers at 8:06 P.M. with Mayor Dan Rife presiding.

The following Council Members answered roll call: Brandi Ensor, Chris Taylor, Trudy Blankenship, David Armstrong, Robin Blair, Terri Heckmaster, Jeff Hole, Alan Snow, Mark Elliff, and Tiffany Cossey.

City Administrator Greg Dagnan, City Attorney Nate Dally, Public Works Director Zeb Carney, Jeff Meredith, Mark Gier, Jeff Williams, and Deputy City Clerk Amy Taylor were also present.

Mr. Elliff made a motion, seconded by Mr. Armstrong, to close the meeting according to Section 610.021 (2) the Agenda includes the possibility of a vote to close part of the meeting to discuss leasing, purchase or sale of real estate by a public governmental body where public knowledge of the transaction might adversely affect the legal consideration therefor, followed by a roll call vote on the board of 10 yeas and no nays. Ayes: Brandi Ensor, Chris Taylor, Trudy Blankenship, David Armstrong, Robin Blair, Terri Heckmaster, Jeff Hole, Alan Snow, Mark Elliff and Tiffany Cossey. Motion carried at 8:06 p.m.

There was a short recess before the closed session began. Mayor Rife called the closed session to order at 8:16 p.m.

Discussed was the encumbrance and appraisal value on property to be purchased by the City of Carthage. After discussions, there was no further action taken.

Mr. Taylor made a motion, seconded by Mr. Snow, to return to the regular session of the Council Meeting at 8:50 p.m. followed by a vote of 10 yeas and no nays. Ayes: Brandi Ensor, Trudy Blankenship, Chris Taylor, David Armstrong, Robin Blair, Terri Heckmaster, Jeff Hole, Alan Snow, Mark Elliff, and Tiffany Cossey. Motion carried.

Respectfully submitted,

Amy Taylor
Deputy City Clerk

**CLOSED SESSION
MINUTES OF THE MEETING OF THE CITY COUNCIL
CITY OF CARTHAGE, MISSOURI
January 23, 2024**

The Carthage City Council met in closed session on the above date in City Hall Council Chambers at 9:05 P.M. with Mayor Dan Rife presiding.

The following Council Members answered roll call: Brandi Ensor, Chris Taylor, Trudy Blankenship, David Armstrong, Robin Blair, Terri Heckmaster, Jeff Hole, Alan Snow, Mark Elliff, and Tiffany Cossey.

City Administrator Greg Dagnan, Director of Human Resources Michael Miller, Deputy City Clerk Amy Taylor, and Nathan Nickolaus (by phone) were also present.

Mr. Elliff made a motion, seconded by Mr. Armstrong, to close the meeting according to Section 610.021 (3) to discuss hiring, firing, disciplining or promoting of particular employees by a public governmental body when personal information about the employee is discussed or recorded, followed by a roll call vote on the board of 6 yeas and 4 nays. Ayes: Brandi Ensor, Chris Taylor, Trudy Blankenship, David Armstrong, Jeff Hole, and Mark Elliff. Nays: Robin Blair, Terri Heckmaster, Alan Snow, and Tiffany Cossey. Motion carried at 9:05 p.m.

Discussed was the HR investigation into a Hostile Work Environment complaint filed by a City employee. After discussions, there was no further actions taken.

Mr. Elliff made a motion, seconded by Ms. Blankenship, to return to the regular session of the Council Meeting, followed by a vote of 10 yeas and no nays. Ayes: Brandi Ensor, Chris Taylor, Trudy Blankenship, David Armstrong, Robin Blair, Terri Heckmaster, Jeff Hole, Alan Snow, Mark Elliff, and Tiffany Cossey. Motion carried at 9:15 p.m.

Respectfully submitted,

Amy Taylor
Deputy City Clerk

**CLOSED SESSION
MINUTES OF THE MEETING OF THE CITY COUNCIL
CITY OF CARTHAGE, MISSOURI
January 23, 2024**

The Carthage City Council met in closed session on the above date in City Hall Council Chambers at 9:28 P.M. with Mayor Dan Rife presiding.

The following Council Members answered roll call: Brandi Ensor, Chris Taylor, Trudy Blankenship, David Armstrong, Robin Blair, Terri Heckmaster, Jeff Hole, Alan Snow, Mark Elliff, and Tiffany Cossey.

City Administrator Greg Dagnan, Director of Human Resources Michael Miller, Deputy City Clerk Amy Taylor, Bill Lasley, and Nathan Nickolaus (by phone) were also present.

Mr. Elliff made a motion, seconded by Mr. Taylor, to close the meeting according to Section 610.021 (13) the Agenda includes the possibility of a vote to close part of the meeting to discuss individually identifiable personnel records, performance ratings or records pertaining to employees or applicants for employment, except that this exemption shall not apply to the names, positions, salaries and lengths of service of officers and employees of public agencies once they are employed as such, and the names of private sources donating or contributing money to the salary of a chancellor or president at all public colleges and universities in the state of Missouri and the amount of money contributed by the source, followed by a roll call vote of 6 yeas and 4 nays. Ayes: Brandi Ensor, Chris Taylor, Trudy Blankenship, David Armstrong, Jeff Hole, and Mark Elliff. Nays: Robin Blair, Terri Heckmaster, Alan Snow, and Tiffany Cossey. Motion carried at 9:28 p.m.

Discussed was the HR investigation into a Hostile Work Environment complaint filed by a City employee. After discussions, there was no further actions taken.

Mr. Snow made a motion, seconded by Mr. Taylor, to return to the regular session of the Council Meeting, followed by a vote of 10 yeas and no nays. Ayes: Brandi Ensor, Trudy Blankenship, Chris Taylor, David Armstrong, Robin Blair, Terri Heckmaster, Jeff Hole, Alan Snow, Mark Elliff, and Tiffany Cossey. Motion carried at 10:05 p.m.

Respectfully submitted,

Amy Taylor
Deputy City Clerk



City of Carthage, Missouri **PUBLIC SAFETY COMMITTEE**

January 22, 2024 - 5:30 PM
CITY HALL COUNCIL CHAMBERS

MINUTES

1. Call to Order

2. Old Business

1. Approval of 12-5-23 Minutes

Councilman Snow made a motion to approve the minutes from the 12/15/23 meeting. Motion approved.

3. Citizen Participation

(Each person addressing the Committee shall state their name and address or the organization or firm represented and is limited to no more than five (5) minutes. The time may be extended by the chair if deemed necessary. Once a person has had their say on a particular issue, they are not permitted to once again speak on the issue unless called to answer any further questions by the Committee or Chair)

4. New Business

1. Swearing in of Carthage Police Officers

The officers were not sworn in this meeting due to one being sick.

2. Consider and discuss 2024 Tower to Tower Run - Meagan Milliken

Meagan Miliken presented to the committee the CWEP 2024 Tower 2 Tower Run. The CWEP will be hosting the run in honor of Drinking Water Week. The event will take place on Saturday, May 11, 2024, at 8:00am. The start/finish location will be at 826 E George E Phelps Blvd. Councilwomen Blankenship made a motion to approve the 2024 Tower 2 Tower Run. Motion passed.

3. Consider and discuss City Hall fire protection

Chief Huntley discussed how the alarm panel at the City Hall is not functioning properly and is out of date. The current alarm is not monitored right now. The Fire Marshal has been working with the City Hall on quoting out a new panel. 360 Fire Protection submitted a quote in the amount of \$10,687.25 which includes new panel, flow alarm, monitoring, smoke/heat detectors and also strobes/horns. This was the lowest received bid. Councilwomen Cossey made a motion to accept the bid from 360 Fire Protection in the amount of \$10,687.25 for the updated fire system at City Hall. Motion passed.

4. Consider and discuss PD donation resolution

The CPD received their annual \$10,000.00 donation from an anonymous donor. Councilman Snow made motion to accept the \$10,000.00 donation as in years past. Motion passed.

5. Staff Reports

Fire Department

Chief Huntley gave a station update and updated the committee on the Engine.

Police Department

Chief Hawkins gave a station update.

Traci Cox spoke more on the lease bids that were received for the new Fire Engine that has been pushed back to March/April.

5. **Adjournment**

Councilwomen Cossey made a motion to adjourn. Motion passed.



City of Carthage, Missouri
**COMMITTEE ON
INSURANCE/AUDIT AND CLAIMS**

January 23, 2024 - 5:30 PM
CITY HALL COUNCIL CHAMBERS

AGENDA

- 1. Call to Order**
- 2. Old Business**
 1. Approval of December 12, 2023 Minutes
 2. Review & Approval of the Claims Report
- 3. Citizens Participation**

(Citizens wishing to speak should notify Department Head or Committee Chair in advance)
- 4. New Business**
 1. Audit Presentation by KPM CPA's - The audit can be viewed at www.carthagemo.gov/page/financial-transparency
 2. Consider and discuss employee dental plan.
 3. Staff Reports
- 5. Adjournment**

PERSONS WITH DISABILITIES WHO NEED SPECIAL ASSISTANCE CALL 417-237-7000 (VOICE) OR 1-800-735-2466 (TDD VIA RELAY MISSOURI) AT LEAST 24 HOURS PRIOR TO MEETING



City of Carthage, Missouri

COMMITTEE ON INSURANCE/AUDIT AND CLAIMS

January 23, 2024 - 5:30 PM
CITY HALL COUNCIL CHAMBERS

MINUTES

1. Call to Order

MEMBERS PRESENT: Robin Blair, Tiffany Cossey, Terri Heckmaster, Chris Taylor

STAFF PRESENT: Assistant City Administrator Traci Cox, Deputy City Clerk Amy Taylor

OTHER MEMBERS PRESENT: Mayor Dan Rife, Michael Keith, David Armstrong, Police Chief Bill Hawkins, Michael Miller, Mark Elliff

Chair Robin Blair called the meeting to order at 5:30 PM.

2. Old Business

1. Approval of December 12, 2023 Minutes

ACTION: Motion to accept/approve item 2.1. by Mr. Taylor
Motion passed with a 4:0

AYES: Robin Blair, Tiffany Cossey, Terri Heckmaster, Chris Taylor

2. Review and Approval of the Claims Report

ACTION: Motion to accept/approve item 2.2 by Ms. Cossey
Motion passes with a 4:0

AYES: Robin Blair, Tiffany Cossey, Terri Heckmaster, Chris Taylor

3. Citizens Participation

(Citizens wishing to speak should notify Department Head or Committee Chair in advance)
Mark Peterson, 2121 Laura, stated Jackie Boyer would deliver his comments.
Jackie Boyer, 1184 South Main, delivered a statement written by Mark Peterson about an independent audit report completed by KMP CPA's, which was reported on during regular staff and budget meetings in April 2022, the budget process of 2022, and the resignation of Tom Short, also in 2022.

4. New Business

1. Audit Presentation by KPM CPA's - The audit can be viewed at www.carthagemo.gov/page/financial-transparency.
Rebecca Baker gave an overview of the City of Carthage audit performed by KPM CPA's, stating the audit also included audits for Carthage Water and Electric, the Carthage Public Library, and the McCune Brooks Hospital Trust.

She reported the City received an unmodified, or clean, opinion on the financial statements, which is the best that is awarded.

She reported on the balance sheet of Governmental Funds of the City. The General Fund total assets for the year were \$11,400,000, a decrease of \$514,000 from the previous year. Total Cash and Investments decreased \$1,700,000. The Total Intergovernmental Receivables increased by \$949,000. Total Sales Tax Receivables is up \$57,000. She informed the committee the Public Facilities Bond Fund is included in the General Fund for reporting purposes. Total Liabilities for the General Fund were \$636,000, a decrease of \$86,000. Deferred Inflow was \$435,000, an increase of \$25,000. These are deferred Court Fines the City is not expecting to collect within 60 days of year end. The General Fund has Prepaid Items of \$211,000. The Public Facilities Bond Fund is \$2,900,000, and is set aside and has to be used for a specific purpose. The General Fund Unassigned Fund Balance is \$7,200,000. The General Fund decreased \$453,000 from the previous year.

The General Fund had Total Revenues of \$12,400,000, and increase of \$1,900,000 from the previous year. Tax Revenue was \$866,000. Total Intergovernmental Revenue was \$3,400,000, up \$1,300,000 from the previous year. Total Expenditures in the General Fund were \$12,500,000, an increase of \$460,000 from the previous year. She reported the General Fund decreased \$100,239 before transfers in and out. The General Fund had Transfers in the amount of \$621,617, which were transfers of the Park Fund and Parks and Rec tax money. An Operating Transfers Out were \$974,000 for Use Tax Funds. The net change in the General Fund Balance is \$453,000. The Reserve in the General Fund is 57%, meaning the City has over six months of Operating Costs in reserve, a decrease of 5% from the previous year, which was 62%. The Park/Stormwater Fund increased \$6,000, the Capital Improvements Sales Tax Fund increased \$1,100,000, the Fire Sales Tax increased \$108,000, the American Rescue Plan Act Fund increased \$67,000, and the Non-major Governmental Funds increased \$1,200,000. The City had Fund Balance increases of \$2,100,000 from the previous year.

She reported the audit has identified a material weakness at the golf course, and it is recommended the City evaluate the procedures there to resolve segregation of duties. She reports the City has stated they are aware of the finding and are working on a solution. She also mentioned the new accounting pronouncements coming into effect June 30, 2024 and for Fiscal year 2025. She suggested attending training for this if it becomes available to be sure the financial statements are presented fairly. It was also suggested the City be sure they have policies and procedures in place for cybersecurity, including employee knowledge of who to contact should they have a cybersecurity issue. It was also recommended the City perform a general internal control review, being sure to document controls for new employees to view. She conveyed the importance of performing inventories at the golf course.

In closing, she expressed gratitude to Traci Cox and the City for making their jobs very easy and being cooperative and professional during the audit process. She commended Ms. Cox on her accounting procedures, stating there are very

few journal entries in the City's audit due to the diligent recordkeeping Ms. Cox provides.

2. Consider and discuss employee dental plan.
Ms. Cox reported Delta Dental rates for 2024 were received and have remained the same as the previous year for the employee dental plan. A motion was made by Mr. Taylor to accept the rate and remain with Delta Dental for Employee Dental Insurance. All aye. Motion carried.

5. Adjournment

ACTION: Motion to adjourn at 5:56 PM by Ms. Cossey

Motion passed with a 4:0

AYES: Robin Blair, Tiffany Cossey, Terri Heckmaster, Chris Taylor

--NOTICE OF MEETING--
PUBLIC WORKS COMMITTEE

February 6, 2024

5:30 PM

CITY HALL

326 GRANT STREET

COUNCIL CHAMBERS

-- AGENDA--

OLD BUSINESS

1. Consideration and approval of minutes from previous meeting

CITIZENS PARTICIPATION

NEW BUSINESS

- Consider & Discuss selection of Engineer for I-49 Interchange inspections
- Discuss 5 year Capital Projects
- Consider & Discuss Engineering Services for the 3rd St. Bridge replacement
- Consider & Discuss contract for the West Chestnut box culvert replacement

OTHER BUSINESS

STAFF REPORTS

- Zeb Carney & Greg Dagnan

ADJOURNMENT

PERSONS WITH DISABILITIES WHO NEED SPECIAL ASSISTANCE CALL 417-237-7000 (VOICE) OR 1-800-735-2466 (TDD VIA RELAY MISSOURI) AT LEAST 24 HOURS PRIOR TO MEETING.

POSTED: 02/02/2024

BY: Rachel Sutherland

PUBLIC WORKS COMMITTEE

Public Works Department 623 E 7th Carthage MO 64836
Tele: (417) 237-7010 Fax: (417) 237-7011

"America's Maple Leaf City"



2-06-2024 PUBLIC WORKS COMMITTEE MEETING MINUTES

Committee Members present: David Armstrong, Brandi Ensor, Robin Blair and Chris Taylor.

Staff Members present: Zeb Carney, Public Works Director, Greg Dagnan, City Administrator and Rachel Sutherland, Public Works Administrative Assistant.

Citizen Present: Jana Schramm.

Chairman David Armstrong called the Public Works Committee meeting to order at 5:30 p.m.

A motion was made by Brandi Ensor to accept the minutes from the January 2, 2024 Committee meeting. All ayes, motion passed.

David Armstrong reported that he had received a phone call from a concerned Citizen regarding traffic on N. Garrison Bridges. The Citizen was alarmed about the significant amount of School Bus and Semi-Truck traffic on the bridge and that the newly posted 5 ton weight limit is not being adhered to. This information needs to be passed to the Public Safety Committee and Zeb will call the School District tomorrow morning.

New Business:

1. Zeb discussed the I-49 Interchange Inspection bids received. OWN Engineering did the preliminary engineering. Zanevan Engineering won the bid for Construction Services Inspection. Robin Blair made a motion to forward the Contract with Zanevan to February 13, 2024 City Council Meeting for Council Bill. All ayes, motion carried.
2. The City received one proposal for Engineering Bid for The 3rd Street Bridge inspection. This was from Zanevan Engineering. Chris Taylor made a motion to approve the contract with Zanevan and send to City Council as a Bill. All ayes, motion carried.
3. Bid were opened today for the replacement of W. Chestnut Box Culvert. A LIDAR study on the Culvert rated it a 3 on a scale of 1-10. Sproul's Construction came in with the lowest bid of \$231,467.70. The highest bid received was \$468,000.00. The plan is to start this project in April and it is expected to be completed within 90 days. Brandi Ensor made a motion to accept the bid from Sproul's and send the Contract to the February 13, 2024 meeting of City Council. All ayes, motion carried.
4. Zeb gave a detailed report of his 5 year budget plan. This includes many needed repairs of sidewalks, box culverts, curb & gutters on Buena Vista, bridge demos and repairs for the benefit of our City. He stated that it is hard to make some of these plans with Spire and Mears continuing their project which involves cutting into the pavement. The overlay from Baker St to Grand is projected to be done this year.
 - a. As part of the 5 year plan for the Public Health Department some equipment will need to be replaced; such as the glass crusher, which will be built by the Street Department, trading in and replacing our Street Sweeper, leaf vacuum, and forklift.
 - b. This is the last year of the lease for the road grader, and replacement of skid steer and salt spreader will also be necessary. Street Department is planning on building a storage building as they are running out of room.

David commented that he really appreciates the 5 year plan, it shows that The City has goals and a solid budget process that was not demonstrated in the past.

Other Business:

Staff Reports:

Zeb reported on the following:

- Public Works Department took possession of a new truck 2 weeks ago and are needing to get graphics done. We have received word that the dealership has 2 or 3 more trucks available and Zeb would like to purchase one more for his department. Chris Taylor made motion to approve the purchase. All ayes, motion carried.
- Building Permit numbers are still up and we have the prospect of more commercial business coming to Carthage.
- The G3 building is looking great and a bowling league is scheduled to start March 6th.
- The Street Department Crew has been busy working on Rock Stadium to get it ready for Baseball season.
- Tomorrow will be spent cleaning out the basement at City Hall

Greg reported on the following:

- Some items from the Basement may be sold, have been taken to the Route 66 visitor center, and some may need to be taken to the Recycle Center.
- Greg stated that Zeb is right on track with his budget
- The Use Tax commitment ends November 2024 and the balance will then go into the General Revenue Fund. He is working on a list that will be available to Carthage Citizens, to show what the Use Tax money was spent on.
- Jeff Meredith has nick names for some projects. This is to protect the privacy of potential new businesses. After permits are issued the information becomes public record.

No further discussion by committee.

Brandi Ensor made a motion to adjourn the meeting at 6:33 p.m. All ayes, motion carried.



City of Carthage, Missouri

BUDGET WAYS & MEANS COMMITTEE

February 12, 2024 - 5:30 PM
CITY HALL COUNCIL CHAMBERS

AGENDA

- 1. Call to Order**
- 2. Old Business**
 1. Approval of January 8, 2024 Minutes
- 3. Citizens Participation**

(Citizens wishing to speak should notify Department Head or Committee Chair in advance)
- 4. New Business**
 1. Placer AI Live Demo
 2. Consider and Discuss a Financial Allocation for the Humane Society
 3. Consider and Discuss a Budget Adjustment Resolution for Golf and Public Works.
 4. Consider and Discuss Five Year Capital Plan
 5. Staff Reports
- 5. Adjournment**

PERSONS WITH DISABILITIES WHO NEED SPECIAL ASSISTANCE CALL 417-237-7000 (VOICE) OR 1-800-735-2466 (TDD VIA RELAY MISSOURI) AT LEAST 24 HOURS PRIOR TO MEETING



City of Carthage, Missouri
**COMMITTEE ON
INSURANCE/AUDIT AND CLAIMS**

February 13, 2024 - 5:30 PM
CITY HALL COUNCIL CHAMBERS

AGENDA

- 1. Call to Order**
- 2. Old Business**
 1. Approval of January 23, 2024 Minutes
 2. Review & Approval of the Claims Report
- 3. Citizens Participation**

(Citizens wishing to speak should notify Department Head or Committee Chair in advance)
- 4. New Business**
 1. Consider and Discuss City of Carthage Wellness Packet
 2. Staff Reports
- 5. Adjournment**

PERSONS WITH DISABILITIES WHO NEED SPECIAL ASSISTANCE CALL 417-237-7000 (VOICE) OR 1-800-735-2466 (TDD VIA RELAY MISSOURI) AT LEAST 24 HOURS PRIOR TO MEETING



AGENDA

Planning, Zoning, and Historic Preservation Commission
Monday, February 5, 2024 5:30 pm
City Hall Chambers
326 Grant St. / Carthage MO 64836

Call to Order

Minutes of Previous Meeting Thursday, December 7, 2023

Public Hearing

Staff Report

New Business

1. Blight Declaration Request for sidewalks adjacent to Square - Project Name: 'Walk This Way'
2. Blight Declaration Request for property located at 906 S Garrison - Project Name: 'Mario'

Old Business

Next Meeting: Monday, March 4, 2024

Adjourn

Commission Members

Voting Members:	Chairman	Jim Hunter	1514 S River	417-850-5355
	Vice Chairman	Jim Swatsenbarg	601 Howard	417-358-1690
	Secretary	Joshua Anderson	1205 S Main	417-793-2196
	Member	Alan Bull	614 E Centennial	417-388-2309
	Member	Bill Barksdale	1314 S Garrison	417-388-2464
	Member	Robin Harrison	721 E 10th	417-483-8835
	Member	Matt Smith	1022 E Chestnut	417-437-2281

Non-Voting Members:	Mayor	Dan Rife	City Hall	417-237-7003
	City Administrator	Greg Dagnan	City Hall	417-237-7003
	Asst. City Administrator	Traci Cox	City Hall	417-237-7003
	Councilmember	Mark Elliff	1511 Grand Ave	417-359-3662

Staff:	Public Works Director	Zeb Carney	Public Works Department	417-237-7010
---------------	-----------------------	------------	-------------------------	--------------

Public Works Department 623 E Seventh Carthage MO 64836 Tele: (417) 237-7010 Fax: (417) 237-7011 Email: pwd@carthagemo.gov



City of Carthage, Missouri

TREE BOARD

February 6, 2024 - 4:30 PM
Parks & Recreation Office
521 Robert Ellis Young Drive
Carthage, MO 64836

AGENDA

1. Old Business

1. Approval of Previous Minutes.

2. Citizens Participation

(Citizens wishing to speak should notify Department Head or Committee Chair in advance)

3. New Business

1. Consider and Discuss Carthage Community Earth Day.
2. Consider and Discuss Tree Board Member.

4. Staff Reports

5. Other Business

6. Adjournment

PERSONS WITH DISABILITIES WHO NEED SPECIAL ASSISTANCE CALL 417-237-7000 (VOICE) OR 1-800-735-2466 (TDD VIA RELAY MISSOURI) AT LEAST 24 HOURS PRIOR TO MEETING



City of Carthage, Missouri

TREE BOARD

February 6, 2024 - 4:30 PM
Parks & Recreation Office
521 Robert Ellis Young Drive
Carthage, MO 64836

MINUTES

1. Old Business

1. Approval of Previous Minutes.

ACTION: Motion to accept/approve item 1.1. by Bryan Stringer;
second by None;

Motion passed with a 0:0

AYES: None

NOES: None

ABSTAIN: None

2. Citizens Participation

(Citizens wishing to speak should notify Department Head or Committee Chair in advance)

3. New Business

1. Consider and Discuss Carthage Community Earth Day.

Mr. Smith informed the board that the Community Earth Day is scheduled for April 20th for 10:00 AM - 2:00PM Mr. Stringer mentioned planted a Red Maple Tree on Earth Day.

2. Consider and Discuss Tree Board Member.

Mr. Smith stated that Jason Cutler has stepped away from the Tree board at the end of 2023 and that there is now 3 vacant positions that they are looking to fill.

4. Staff Reports

5. Other Business

6. Adjournment

ACTION: Motion to adjourn item 6. by Bryan Stringer; second by None;
Motion with a 3:0

AYES: Noah Smith, Bryan Stringer

NOES: None

ABSTAIN: None

CARTHAGE PUBLIC LIBRARY BOARD OF TRUSTEES

Tuesday, February 13, 2024 5:15 p.m.

Carthage Public Library Board Room
612 S. Garrison Ave.

AGENDA

Roll Call of Members

Minutes from the Last Meeting

Financial Reports

Director's Progress and Service Report
Update and Approve Personnel Policy/PTO

President's Message

Council Liaison's Report

Committee Reports

Building Committee

Budget Committee

Community Relations

By-Laws

Library Gardens

ADA Compliance

Communications

Compensation/Wages

New Business

Payment of Bills

Adjournment



City Administrator's Report

01/19/24-02/09/24/24

City Staff and Internal Projects

- Still working with Spencer/Fane and Gilmore Bell on respective projects
- Met with all city department heads to discuss year to date budget and the future
- Continuing communication with OpenGov (demand letter sent)
- City Staff working on Headshot Photos for Council and City Leaders

Community

- Toured G3 Facility
- Gave tour to Columbian Elementary (100 Second Graders, Mayor and staff)
- Meeting with Chamber Director
- Meeting with Placer AI (will present to BWM 02/12)
- Met with a Developer who wants to bring retail to Carthage
- Responded to several Sunshine Requests

Meetings

- CWEP Salary Study Meeting (Weekly)
- Planning and Zoning Committee
- JASCO Board Meeting
- Public Works Meeting
- Meetings with Economic Development Director
- Several Meetings with Mayor and various department heads including Bi-Weekly staff meeting

From the Team

- Weekly updates are starting to go to the website and Facebook (Thanks Jen and Staff)

Monthly Budget

- Sales tax revenues for December came in at \$256,342 which is up 6% for the month but down 1.1% for the year. The Use Tax came way above the projection at \$187,515 which is up 119% for the month. The marijuana tax revenue is at approx. \$15,000 again for two months running

CITY OF CARTHAGE
REVENUE & EXPENSE REPORT (UNAUDITED)
AS OF: JANUARY 31ST, 2024

	CURRENT BUDGET	CURRENT PERIOD	YEAR TO DATE ACTUAL	% OF BUDGET	BUDGET BALANCE
<u>REVENUES</u>					
110-GENERAL REVENUE	14,003,205.00	1,597,879.26	8,231,454.26	58.78	5,771,750.74
121-PUBLIC HEALTH	253,000.00	89,272.92	176,207.89	69.65	76,792.11
122-LANDFILL CLOSURE	7,500.00	4,091.40	29,715.27	396.20 (	22,215.27)
123-LODGING TAX	255,600.00	3,864.98	78,332.71	30.65	177,267.29
124-CIVIC ENHANCEMENT	800.00	881.75	2,307.89	288.49 (	1,507.89)
125-STORMWATER	100.00	44.27	314.42	314.42 (	214.42)
126-PUBLIC SAFETY GRANT	0.00	0.00	96,000.00	0.00 (	96,000.00)
127-CDBG	0.00	0.00	0.00	0.00	0.00
128-PARKS/STM WTR	1,476,408.00	128,543.93	894,791.20	60.61	581,616.80
129-TIF & CID SPECIAL TAX	600.00	459.79	52,169.98	8,695.00 (	51,569.98)
130-INMATE SECURITY FUND	3,500.00	422.45	2,454.95	70.14	1,045.05
131-FIRE PROTECTION TAX	758,200.00	70,565.20	489,307.66	64.54	268,892.34
141-FAIR ACRES SPORTS COM	0.00	0.00	0.00	0.00	0.00
142-GOLF COURSE	643,300.00	9,452.01	466,311.04	72.49	176,988.96
161-CAPITAL IMPROVEMENTS	2,377,595.00	259,792.88	1,074,957.54	45.21	1,302,637.46
162-PARKS & RECREATION	267,716.00	159,830.14	201,811.78	75.38	65,904.22
163-MYERS PARK	1,155,849.00	3,275.72	23,655.52	2.05	1,132,193.48
164-JUDICIAL EDUCATION FU	100.00	0.72	9.73	9.73	90.27
165-USE TAX	954,050.00	0.00	18,875.32	1.98	935,174.68
175-Public Fac/Bond Fund	4,550,000.00	14,193.08 (	137,793.88)	3.03-	4,687,793.88
221-ECONOMIC DEVELOPMENT	33,519.00	221.38	34,005.45	101.45 (	486.45)
222-AMERICAN RESCUE PLAN	0.00	7,056.52	48,248.60	0.00 (	48,248.60)
341-CW & EP	0.00	0.00	0.00	0.00	0.00
342-MCCUNE-BROOKS HOSPITA	0.00	0.00	0.00	0.00	0.00
343-LIBRARY OPERATING	0.00	192,619.72	328,875.38	0.00 (	328,875.38)
344-LIBRARY BUILDING	0.00	0.00	0.00	0.00	0.00
345-POWERS MUSEUM	0.00	0.00	0.00	0.00	0.00
346-POWERS CAPITAL	<u>0.00</u>	<u>0.00</u>	<u>0.00</u>	<u>0.00</u>	<u>0.00</u>
TOTAL REVENUES	26,741,042.00	2,542,468.12	12,112,012.71	45.29	14,629,029.29
	=====	=====	=====	=====	=====

CITY OF CARTHAGE
REVENUE & EXPENSE REPORT (UNAUDITED)
AS OF: JANUARY 31ST, 2024

	CURRENT BUDGET	CURRENT PERIOD	YEAR TO DATE ACTUAL	% OF BUDGET	BUDGET BALANCE
EXPENDITURES					
110-GENERAL REVENUE	19,601,136.00	1,129,366.06	8,405,430.67	42.88	11,195,705.33
121-PUBLIC HEALTH	289,502.00	12,159.22	142,557.75	49.24	146,944.25
122-LANDFILL CLOSURE	0.00	0.00	0.00	0.00	0.00
123-LODGING TAX	296,053.00	19,603.21	94,719.48	31.99	201,333.52
124-CIVIC ENHANCEMENT	0.00	0.00	0.00	0.00	0.00
125-STORMWATER	0.00	0.00	0.00	0.00	0.00
126-PUBLIC SAFETY GRANT	1,675.00	8,839.80	15,017.18	896.55 (	13,342.18)
127-CDBG	0.00	0.00	0.00	0.00	0.00
128-PARKS/STM WTR	1,316,064.00	67,025.82	398,778.78	30.30	917,285.22
129-TIF & CID SPECIAL TAX	0.00	0.00	0.00	0.00	0.00
130-INMATE SECURITY FUND	0.00	0.00	0.00	0.00	0.00
131-FIRE PROTECTION TAX	999,678.00	31,333.38	106,375.30	10.64	893,302.70
141-FAIR ACRES SPORTS COM	0.00	0.00	0.00	0.00	0.00
142-GOLF COURSE	833,795.00	33,585.57	402,146.06	48.23	431,648.94
161-CAPITAL IMPROVEMENTS	3,257,780.00	127,594.08	337,510.25	10.36	2,920,269.75
162-PARKS & RECREATION	265,000.00	0.00	0.00	0.00	265,000.00
163-MYERS PARK	1,739,594.00	12,099.50	23,717.50	1.36	1,715,876.50
164-JUDICIAL EDUCATION FU	0.00	0.00	0.00	0.00	0.00
165-USE TAX	1,085,252.00	59,493.88	256,096.23	23.60	829,155.77
175-Public Fac/Bond Fund	8,200,637.00	3,905.00	113,779.02	1.39	8,086,857.98
221-ECONOMIC DEVELOPMENT	31,819.00	0.00	0.00	0.00	31,819.00
222-AMERICAN RESCUE PLAN	135,000.00	38,361.69	104,494.76	77.40	30,505.24
341-CW & EP	0.00	0.00	0.00	0.00	0.00
342-MCCUNE-BROOKS HOSPITA	0.00	0.00	0.00	0.00	0.00
343-LIBRARY OPERATING	0.00	25,000.00	290,000.00	0.00 (	290,000.00)
344-LIBRARY BUILDING	0.00	0.00	0.00	0.00	0.00
345-POWERS MUSEUM	0.00	0.00	0.00	0.00	0.00
346-POWERS CAPITAL	<u>0.00</u>	<u>0.00</u>	<u>0.00</u>	<u>0.00</u>	<u>0.00</u>
GRAND TOTAL EXPENDITURES	<u>38,052,985.00</u>	<u>1,568,367.21</u>	<u>10,690,622.98</u>	<u>28.09</u>	<u>27,362,362.02</u>
REVENUES OVER/(UNDER) EXPENDITURES	(11,311,943.00)	974,100.91	1,421,389.73		(12,733,332.73)

*** END OF REPORT ***

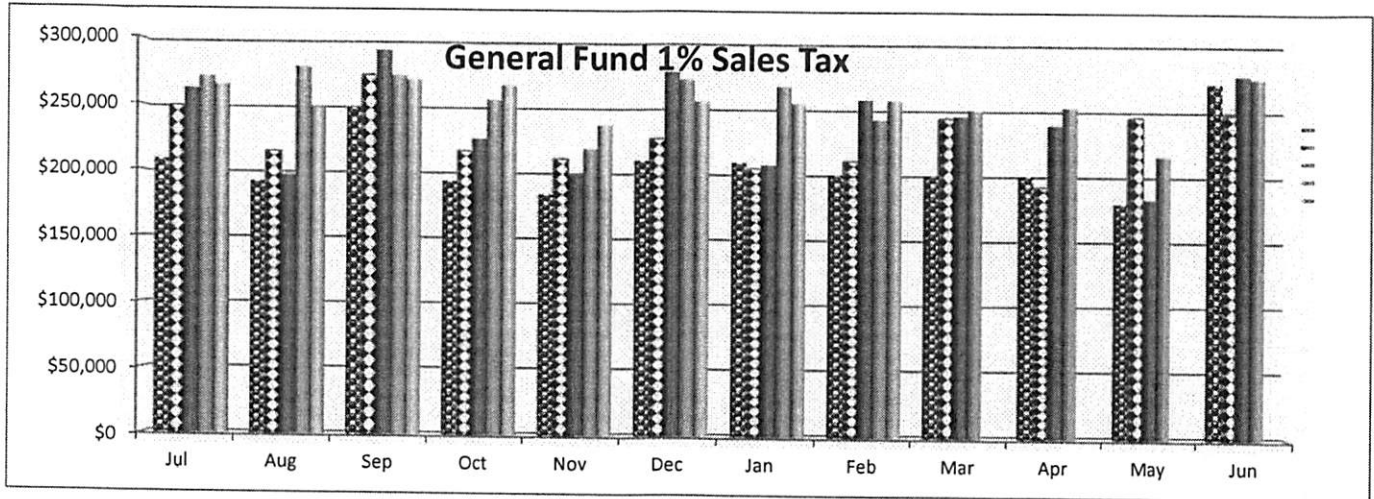
SALES TAX REPORT (UNAUDITED)

For the Month of: **FEBRUARY FY 2023-24**

City's 1% General Fund Sales Tax

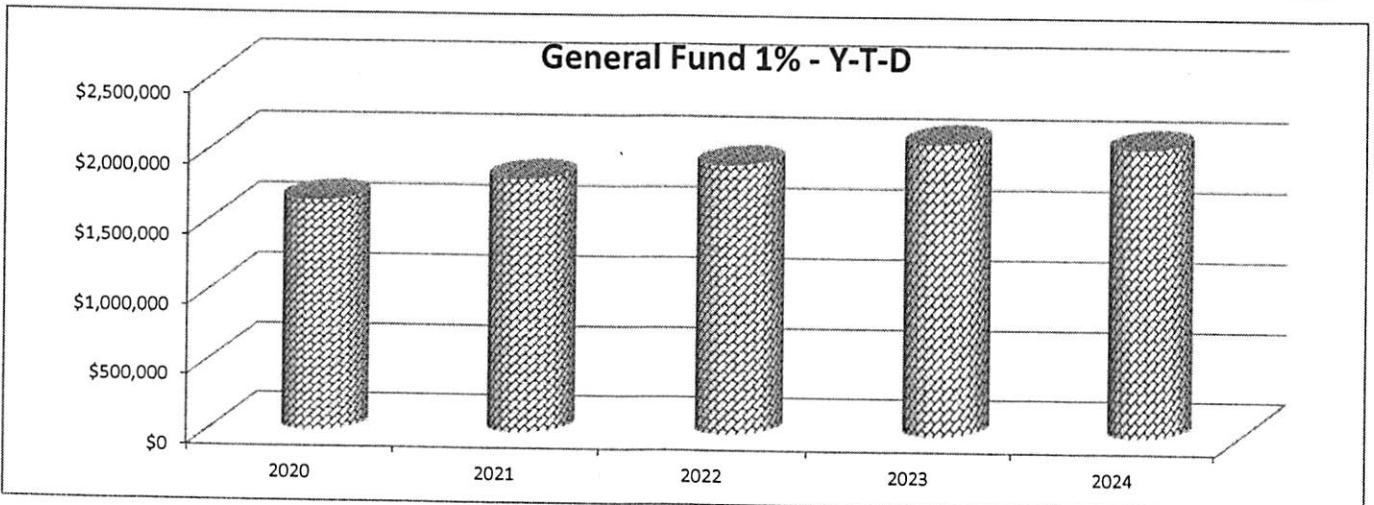
Current Month: \$ 256,342.86	Anticipated: \$ 243,968.04	% Difference 5.07%
-------------------------------------	-----------------------------------	---------------------------

	FY 2020	FY 2021	FY 2022	FY 2023	FY 2024
Current Month	\$ 199,818.56	\$ 210,307.94	\$ 256,758.52	\$ 241,570.97	\$ 256,342.86
% Change		5.25%	22.09%	-5.92%	6.11%
\$Change		\$ 10,489.38	\$ 46,450.58	-\$ 15,187.55	\$ 14,771.89



Year-To-Date: \$ 2,051,192.63	Budgeted: \$ 3,096,746.00	% Difference 33.76%
--------------------------------------	----------------------------------	----------------------------

	FY 2020	FY 2021	FY 2022	FY 2023	FY 2024
Y-T-D	\$ 1,641,561.53	\$ 1,803,606.53	\$ 1,915,387.37	\$ 2,075,862.99	\$ 2,051,192.63
% Change		9.87%	6.20%	8.38%	-1.19%
\$Change		\$ 162,045.00	\$ 111,780.84	\$ 160,475.62	-\$ 24,670.36



Comments:

Currently, City Sales Taxes total 2.750%. This includes 1% General, .5% Transportation, .5% Capital Improvements, .5% Parks/Stormwater, and .25% Fire. Numbers are shown as received by the City. Receipts lag collections by approximately 2 months.

USE TAX REPORT (UNAUDITED)

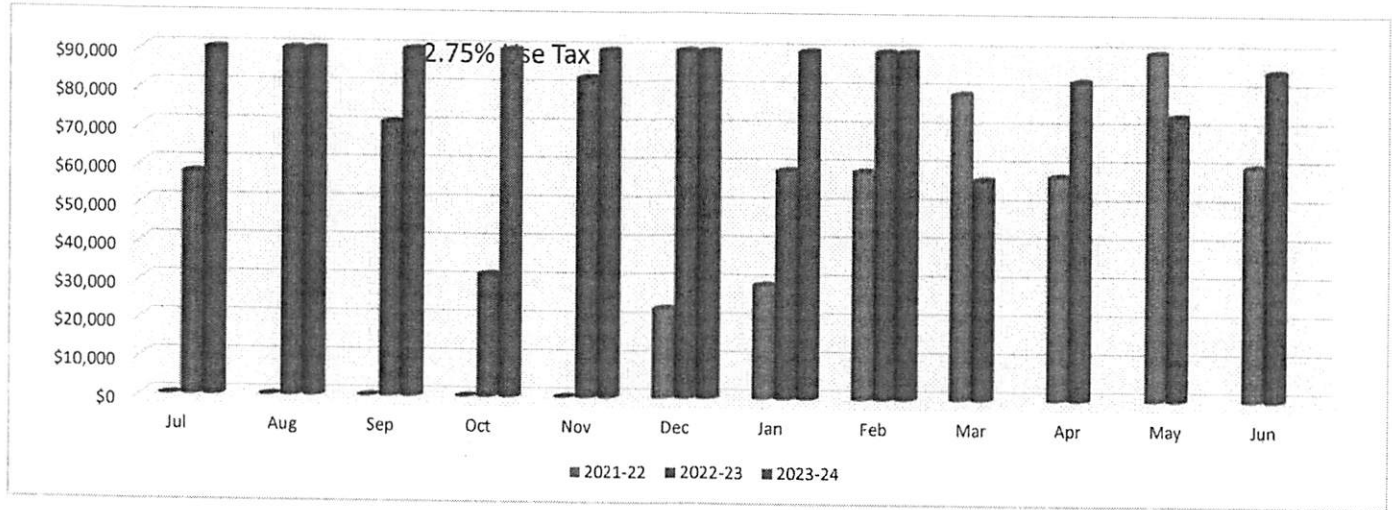
For the Month of: **February** FY 2023-24

2.75% Use Tax

9

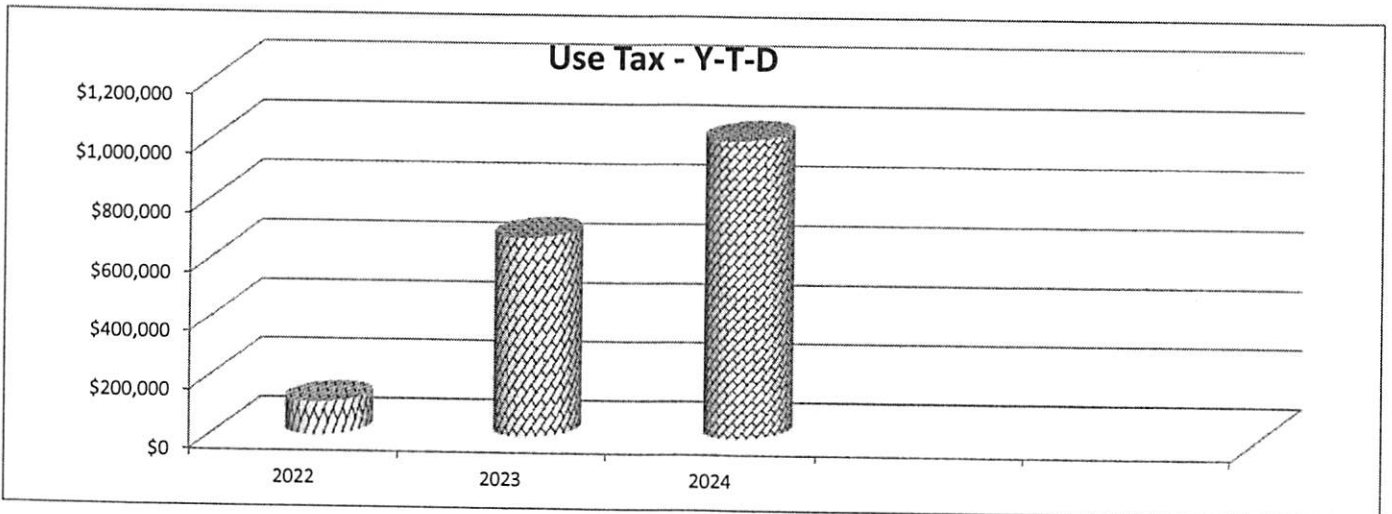
Current Month: \$ 187,515.90	Anticipated: \$ 85,520.47	% Difference 119.26%
-------------------------------------	----------------------------------	-----------------------------

	FY 2022	FY 2023	FY 2024
Current Month	\$ 59,063.27	\$ 131,522.63	\$ 187,515.90
% Change			42.57%
\$Change		\$ 72,459.36	\$ 55,993.27



Year-To-Date: \$ 1,006,835.75	Budgeted: \$ 953,975.00	% Difference -5.54%
--------------------------------------	--------------------------------	----------------------------

	FY 2022	FY 2023	FY 2024
Y-T-D	\$ 111,537.53	\$ 675,567.04	\$ 1,006,835.75
% Change			49.04%
\$Change		\$ 564,029.51	\$ 331,268.71



Comments:

The Department of Revenue received notification by the City-as required by Section 144.757- RSMo, that it had imposed a 2.75% City local option Use Tax at the same rate as the local sales tax rate. The tax became effective October 1, 2021 with no expiration date. The City had indicated that it would distribute the funds as follows: 30% Public Safety; 30% Roads & Bridges and 40% Parks & Recreation for the first 3 years of collections. City receipts lag collections by approximately 2 months. Monthly use tax distributions are distributed by means of electronic fund transfers from the State to the City.

COUNCIL BILL NO. 24-01

ORDINANCE NO. _____

An Ordinance authorizing the Mayor to enter into a contract between the City of Carthage and Radmacher Brothers Excavation for the interchange improvement at the intersection of I-49 and Dr. Russell Smith Way in the amount of \$2,659,341.10, in the City of Carthage, Missouri.

**BE IT ORDAINED BY THE COUNCIL OF THE CITY OF CARTHAGE,
JASPER COUNTY, MISSOURI** as follows:

SECTION I: The Mayor of the City of Carthage is hereby authorized to execute on behalf of the City of Carthage a contract with Radmacher Brothers Excavation for improvements at the intersection on I-49 and Dr. Russell Smith Way, a copy of which agreement is attached hereto and incorporated herein as if set out in full.

SECTION II: This ordinance shall take effect and be in force from and after its passage and approval.

PASSED AND APPROVED THIS _____ DAY OF _____, 2024.

Dan Rife, Mayor

ATTEST:

Miranda Deal, City Clerk

Sponsored by: Public Works Committee



Missouri Department of Transportation
Patrick K. McKenna, Director

105 West Capitol Avenue
P.O. Box 270
Jefferson City, Missouri 65102

1.888.ASK MODOT (275.6636)

01/03/2024

City of Carthage
Sean L. Matlock

Re: Concurrence in Award
S6030(51)
City of Carthage - I-49 at Dr Russell Smith Drive

Dear Sean L. Matlock

The Missouri Department of Transportation (MoDOT) concurs with the recommendation to award this project to Radmacher Brothers Excavation, with a low bid of \$2,659,341.10. MoDOT's External Civil Rights have approved the DBE participation submitted by the awarded bidder to fulfill the DBE Goal of 6%.

After executing the contract, please submit an electronic copy of the following documents to your MoDOT district representative.

Final Plans Package given to Bidders (include all addenda that were issued)
Fully Executed Contract
Payment Bond, Performance Bond
Insurance Certificate
Signed Worker Eligibility Verification Affidavit
Signed E-Verify Memorandum of Understanding (MOU)
Certification Regarding Affirmative Action signed by prime contractor (only if NOT utilizing [MoDOT's Federal Project Bid Proposal Boilerplate](#))

MoDOT will grant the authority to issue the Notice To Proceed after these documents have been reviewed. The fully executed contract must be the same version that was shown in the bid proposal and must include all signatures, etc.

The itemized proposal is used in preparing a formal project agreement with FHWA. Upon FHWA's approval, a copy of the summary of estimated cost will be furnished for your use. You will then be able to submit invoices for reimbursement.

Please contact your MoDOT district representative at <https://www.modot.org/contact-modot-lpa>, to coordinate the scheduling of a pre-construction conference or if you have any questions regarding the required submittals.

Sincerely,

Ashley Buechter, P.E.
Assistant State Design Engineer - LPA
(573)526-6997

S6030(51)

CITY OF CARTHAGE, MISSOURI
326 Grant St
Carthage, MO 64836

CONTRACT
AND
BOND
FOR
CONSTRUCTING OR IMPROVING

**S6030(51) STATE HIGHWAY HH, I-49 SOUTHBOUND
RAMPS, AND DR. RUSSELL SMITH WAY INTERSECTION**

ROUTE HH JASPER COUNTY, MISSOURI

PREPARED BY:



2232 South Garrison Ave. Carthage, MO 64836
417-358-9551

August 2023; Revised October 2023

INVITATION TO BID

SEALED BIDS for construction of S6030(51) State Highway HH, I-49 Southbound Ramps, and Dr. Russell Smith Way Intersection, will be received by the City of Carthage, 326 Grant St, Carthage, MO 64836 until 10:00 o'clock A.M. (Prevailing Local Time), November 30, 2023, and then publicly opened and read aloud at the City of Carthage, 326 Grant, Carthage, Missouri 64836. All bids shall be submitted in the form of hard copy attached.

The proposed work includes: **Replacement of existing signalized intersection at outer road and southbound ramp terminal intersection with a roundabout for Route HH (Fir Road), Dr. Russell Smith Way (outer road) and I 49 southbound ramps.**

Complete digital project bidding documents are available at www.weareown.com You may download the digital plan documents for a non-refundable fee of \$45.00. The Quest project number is **8630858**.

Paper copies of bidding documents may be obtained from the office of OWN, Inc. (formerly Anderson Engineering, Inc.), 218 5th Street, Monett, Missouri 65708, (417) 236-0112 upon payment of a non-refundable amount of \$175.00. The successful bidder will be furnished three complete sets of plans and specifications. Additional sets will be sold to the contractor at cost.

Bidders with questions concerning this invitation may contact Sean Matlock, P.E., OWN, Inc. (formerly Anderson Engineering, Inc.), 2232 South Garrison, Carthage, Missouri 64836, at (417) 392-9265.

All labor used in the construction of this public improvement shall be paid a wage no less than the prevailing hourly rate of wages of work of a similar character in this locality as established by the Department of Labor and Industrial Relations (Federal Wage Rate), or state wage rate, whichever is higher.

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

All bidders must be on MoDOT's Qualified Contractor List per Section 102.2 of the Missouri Standard Specifications for Highway Construction, 2023 Edition, including all revisions. The contractor questionnaire must be on file 7 days prior to bid opening.

Contractors and sub-contractors who sign a contract to work on public works project provide a 10-Hour OSHA construction safety program, or similar program approved by the Department of Labor and Industrial Relations, to be completed by their on-site employees within sixty (60) days of beginning work on the construction project.

The project will be awarded to the lowest, responsive, responsible bidder. The Owner reserves the right to waive any informalities or minor defects or to reject any or all bids and to re-advertise and to rebid. All materials for the project shall be tax exempt.

Each Bidder must deposit with his/her bid, security in the amount of five percent (5%) of his/her base bid which is subject to conditions provided in the Instructions to Bidders.

The DBE Goal for this project is 6 %.

No 2nd tier subcontracting will be allowed on this project.

No Bidder may withdraw his bid within thirty (30) consecutive calendar days after the actual date of the opening thereof.

November 8, 2023 Date

City of Carthage
s/Zeb Carney
Public Works Director

FINAL CHECKLIST BEFORE SUBMITTING BID

- ☐ 1. Submit completed Questionnaire and/or Contractor Prequalification Questionnaire with attachments not later than seven (7) days prior to the date and hour of the bid opening. See Secs 101-103 of the Standard Specifications, and Rule 7 CSR 10-15.900, "Prequalifications to Bid of Certain Contractors". Questionnaire and Contact information are provided on MoDOT's website. (if applicable – required on highway and bridge projects)
- ☐ 2. For submittal of paper bids, the complete set of bidding documents includes all information through the DBE forms (for DBE forms see #7). The Technical Specifications/Job Special Provisions are for the bidder's information only and is not to be returned with the bid.
- ☐ 3. If submitting the bid by mail, it is to be completed, executed, and submitted in a sealed envelope addressed to City of Carthage. **Provide the vendor name, vendor address, vendor number, county, route and federal project number on the outside of the envelope (if applicable).**
- ☐ 4. Please read all items in the bidding document carefully. For paper bids, complete all items in ink or by typing in the information.
- ☐ 5. Sign this bidding document properly. If submitted in the name of a firm or corporation, the legal name of the firm or corporation should appear in the space designated, and be signed for by one or more persons legally qualified to execute papers in the name of said firm or corporation. Affix Corporate Seal if the Bidder is a Corporation.
- ☐ 6. For paper bids submit a bid bond executed by bidder and surety, or attach cashier's check to the bid bond form.
- ☐ 7. Submit the DBE Identification Submittal within 3 business days of the Bid Opening.
- ☐ 8. For paper bids, staple addenda to the bid in the appropriate part of the bid. The letter accompanying the addenda should be stapled to the inside of the back cover of the bid and returned. The bidder should retain a duplicate copy. (if applicable)

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

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

All questions concerning the bid document preparation and project specific questions can be directed to Sean Matlock, PE, OWN, Inc., (417) 793-7680.

Special Needs: If you have special needs addressed by the Americans with Disabilities Act, please notify the City of Carthage, at 417-237-7000 or through Missouri Relay System, TDD 1-800-735-2966, at least five (5) working days prior to the bid opening.

TABLE OF CONTENTS

Notice to Contractors

Proposed Work.....	(1)
Compliance With Contract Provisions.....	(2)
Period of Performance	(3)
Liquidated Damages	(4)
Bid Guaranty	(5)
Certifications for Federal Jobs	(6)
Antidiscrimination	(7)
Federal and State Inspection	(8)
Prevailing Wage.....	(9)
Worker Eligibility Requirements	(10)
OSHA Training Requirements.....	(11)
Buy America Requirements.....	(12)
Addendum Acknowledgement.....	(13)
Signature and Identity of Bidder.....	(14)
Trainees.....	(15)
Subcontractor Disclosure	(16)
Project Award	(17)
Materials Inspections.....	(18)
Prime Contractor Requirements.....	(19)
Tax Exempt Status	(20)
Retainage.....	(21)

Itemized Bid Sheets

Bid Bond

DBE Identification Submittal

DBE Provisions

Job Special Provisions

Form FHWA 1273

Federal Aid Provisions

Applicable State Wage Rates

Applicable Federal Wage Rates

Applicable Environmental and Cultural Permits and Clearances

Geotechnical Report

Contract Agreement

Contract Bond

Contractor's Acknowledgement

Notice of Award

Notice to Proceed

Contractor's Affidavit Regarding Settlement of Claims

Affidavit of Compliance With the Prevailing Wage Law

NOTICE TO CONTRACTORS

Sealed bids, addressed to City of Carthage, 326 Grant, Carthage, Missouri 64836 for the proposed work will be received by the City of Carthage until 10:00 o'clock A.M. (Prevailing Local Time) on November 30, 2023 at the office of the City of Carthage, and at that time will be publicly opened and read. Bids should be delivered to: City of Carthage, 326 Grant, Carthage, Missouri 64836.

(1) **PROPOSED WORK:** The proposed work, hereinafter called the work, includes: **Replacement of existing signalized intersection at outer road and southbound ramp terminal intersection with a roundabout for Route HH (Fir Road), Dr. Russell Smith Way (outer road) and I 49 southbound ramps.**

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

Design Specifications:

2018 AASHTO 7th Edition Highway & Street Design Green Book

Construction Specifications:

Missouri Standard Specifications for Highway Construction

Missouri Standard Plans for Highway Construction

The following documents are available on the Missouri Department of Transportation web page at www.modot.mo.gov under "Business with MoDOT" "Standards and Specifications". The effective version shall be determined by the letting date of the project.

General Provisions & Supplemental Specifications

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

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

Please note that within the above-listed documents, the term "Commission" shall be replaced with the term, "City of City Carthage", and the term "Engineer" is a reference to the Engineer of Record from OWN, Inc (formerly,

The contracting authority for this contract is City of Carthage.

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

Calendar Days: 298

Completion Date: November 8, 2024

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

Liquidated damages per day – See Job Special Provisions

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

- ☒ Paper Bid Bond
☐ Cashier's Check

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

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

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

(9) **PREVAILING WAGE (STATE):** This contract requires payment of the prevailing hourly rate of wages for each craft or type of work required to execute the contract as determined by the Missouri Department of Labor and Industrial Relations, and requires adherence to a schedule of minimum wages as determined by the United States Department of Labor. For work performed anywhere on this project, the contractor and the contractor's subcontractors shall pay the higher of these two applicable wage rates. The applicable state wage rates for this contract are detailed in "Annual Wage Order No. 30", that is attached to this bidding document. The applicable federal wage rates for this contract are the effective Davis-Bacon federal wage rates posted the tenth day before the bid opening date and are attached herein.

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

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

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

http://ago.mo.gov/forms/Affidavit_of_Compliance.pdf

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

http://www.dhs.gov/files/programs/gc_1185221678150.shtm

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

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

(12) **BUY AMERICA REQUIREMENTS:** Construction contracts shall assure compliance with Section 165 of the Surface Transportation Assistance Act of 1982, Section 337 of the Surface Transportation and Uniform Relocation Assistance Act of 1987, 23 CFR 635.410, and the Bipartisan Infrastructure Law (2021) Build America, Buy America Act Publication L. No. 117-58 regarding Buy America provisions on the procurement of foreign products and materials. On all contracts involving Federal-aid, all products of iron, steel, or a coating of steel which are incorporated into the work must have been manufactured in the United States. Construction materials consisting primarily of non-ferrous metals, plastic and polymer-based products, glass, lumber, or drywall also require Buy America certification. Cement and cementitious materials; aggregates such as stone, sand, or gravel; or aggregate binding agents or additives are excluded from this requirement. In addition, manufactured products are currently exempted under the 1983 waiver from FHWA. The Contracting Authority may allow minimal amounts of these materials from foreign sources, provided the cost does not exceed 0.1 percent of the contract sum or \$2,500, whichever is greater. The Contractor certifies that these materials are of domestic origin. Additional information regarding the "Buy America" requirements can be found at:

<https://www.fhwa.dot.gov/construction/cqit/buyam.cfm>

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

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

Radmacher Brothers Excavating Co., Inc., which is the correct LEGAL NAME as stated on the contractor questionnaire (if applicable).

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

☐ sole individual

☐ partnership

☐ joint venture

☒ corporation, incorporated under laws of state of Missouri

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

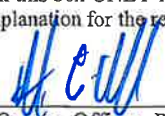
Executed by bidder this 30th day of November 20 23.

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

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

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

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


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

Robert C. Radmacher, President

Please print or type name and title of person signing here

Attest:


Secretary of Corporation if Bidder is a Corporation

Affix Corporate Seal (If Bidder is a Corporation)

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

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

(16) **SUBCONTRACTOR DISCLOSURE:** Requirements contained within Sec 102.7.8 of the Missouri Standard Specification for Highway Construction shall be waived for this contract.

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

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

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

(20) **SALES AND USE TAX EXEMPTION:** City of Carthage, a tax exempt entity, will furnish a Missouri Project Exemption Certificate as described in Section 144.062 RSMo to the awarded contractor who in turn may use the certificate to purchase materials for a specific project performed for the tax exempt entity. Only the materials and supplies incorporated or consumed during the construction of the project are exempt. The certificate will be issued to the contractor for a specific project for a defined period of time.

(21) **RETAINAGE:** Retainage of contractor payment is not allowed to be automatically applied to projects as a matter of course and shall not be included in the bid proposal. However, the PS&E can state that in accordance with the Missouri Prompt Pay Act (34.057 RSMo), the owner may withhold payment for any of the following reasons, or as determined by the engineer.

- liquidated damages
- unsatisfactory job progress
- defective construction work or material not remedied
- disputed work
- failure to comply with any material provision of the contract
- third party claims filed or reasonable evidence that a claim will be filed
- failure to make timely payments for labor, equipment or materials
- damage to a contractor, subcontractor or material supplier
- reasonable evidence that a subcontractor or material supplier cannot be fully compensated under its contract with the contractor for the unpaid balance of the contract sum
- citation by the enforcing authority for acts of the contractor or subcontractor which do not comply with any material provision of the contract and which result in a violation of any federal, state or local law, regulation or ordinance applicable to that project causing additional costs or damages to the owner.

BID FORM

S6030(51)

S6030(51) STATE HIGHWAY HH, I-49 SOUTHBOUND RAMPS, AND DR. RUSSELL SMITH WAY INTERSECTION
CITY OF CARTHAGE, MO**ITEMIZED BID:** The bidder should complete the following section in accordance with Sec 102.7

The bidder proposes to furnish all labor, materials, equipment, services, etc.

required for the performance and completion of the work, as follows:

BID FORM

S6030(51) STATE HIGHWAY HH, I-49 SOUTHBOUND RAMPS, AND DR. RUSSELL SMITH WAY INTERSECTION

Line No.	Item No.	Description	Unit	Quantity	Unit Price	Extended Total
		ROADWAY ITEMS				
10	2013000	CLEARING AND GRUBBING	ACRE	1	\$ 4,320.00	\$ 4,320.00
20	2022010	REMOVAL OF IMPROVEMENTS	L.S.	1	\$ 78,790.00	\$ 78,790.00
30	2035000	UNCLASSIFIED EXCAVATION	C.Y.	32,121	\$ 4.80	\$ 154,180.80
40	2035500	EMBANKMENT IN PLACE	C.Y.	25,910	\$ 9.10	\$ 235,781.00
50	2036000	COMPACTING EMBANKMENT	C.Y.	27,931	\$ 1.25	\$ 34,913.75
60	2037075	COMPACTING IN CUT	STA.	16.9	\$ 900.00	\$ 15,210.00
70	2063000	CLASS 3 EXCAVATION	C.Y.	1,941	\$ 9.00	\$ 17,469.00
80	2063100	CLASS 3 EXCAVATION IN ROCK	C.Y.	147	\$ 84.00	\$ 12,348.00
90	3040504	TYPE 5 AGGREGATE FOR BASE (4 IN. THICK)	S.Y.	443	\$ 8.30	\$ 3,676.90
100	3040506	TYPE 5 AGGREGATE FOR BASE (6 IN. THICK)	S.Y.	13,124	\$ 10.00	\$ 131,240.00
110	3105002	GRAVEL (A) OR CRUSHED STONE (B)	TON	29	\$ 34.50	\$ 1,000.50
120	4010150	TYPE A2 SHOULDER	S.Y.	996.9	\$ 38.00	\$ 37,882.20
130	4011209	"BITUMINOUS PAVEMENT MIXTURE PG64-22, (BP-1)"	TON	616.1	\$ 82.50	\$ 50,828.25
140	4013000	BITUMINOUS PAVEMENT MIXTURE PG64-22 (BASE)	TON	218.2	\$ 76.50	\$ 16,692.30
150	4039905	MISC. {OPTIONAL PAVEMENT (11 IN. HMA / 9 IN. JPCP)}	S.Y.	9838.3	\$ 50.50	\$ 496,834.15
160	4071005	TACK COAT	GAL	103	\$ 2.55	\$ 262.65
170	5021108	CONCRETE PAVEMENT (8 IN. NON-REINF)	S.Y.	1433.8	\$ 50.00	\$ 71,690.00
180	6083008	8 IN. CONCRETE MEDIAN STRIP	S.Y.	715.4	\$ 52.50	\$ 37,558.50
190	6085008	"PAVED APPROACH, 8 IN."	S.Y.	205.6	\$ 56.00	\$ 11,513.60
200	6091010	CONCRETE CURB (6 IN. HEIGHT AND UNDER) TYPE S	L.F.	333	\$ 38.00	\$ 12,654.00
210	6091041	CONCRETE GUTTER TYPE A	L.F.	472	\$ 66.50	\$ 31,388.00
220	6091052	CURB AND GUTTER TYPE B	L.F.	2,138	\$ 29.00	\$ 62,002.00
230	6091060	PAVED DITCH	S.Y.	432	\$ 33.50	\$ 14,472.00
240	6092032	CONCRETE CURB LOW PROFILE TYPE F	L.F.	408	\$ 25.00	\$ 10,200.00
250	6097000	ROCK LINING	C.Y.	18	\$ 110.00	\$ 1,980.00
260	6123000A	TRUCK OR TRAILER MOUNTED ATTENUATOR (TMA)	EACH	2	\$ 1,970.00	\$ 3,940.00

270	6161005	CONSTRUCTION SIGNS	S.F.	965	\$ 8.80	\$ 8,492.00
280	6161008	ADVANCED WARNING RAIL SYSTEM	EACH	4	\$ 100.00	\$ 400.00
290	6161025	CHANNELIZER (TRIM LINE)	EACH	171	\$ 18.00	\$ 3,078.00
300	6161030	TYPE III MOVEABLE BARRICADE	EACH	8	\$ 150.00	\$ 1,200.00
310	6161040	FLASHING ARROW PANEL	EACH	2	\$ 1,750.00	\$ 3,500.00
320	6161099	"CHANGEABLE MESSAGE SIGN WITH COMMUNICATION INTERFACE, CONTRACTOR FURNISHED, CONTRACTOR RETAINED"	EACH	6	\$ 5,000.00	\$ 30,000.00
330	6181000	MOBILIZATION	L.S.	1	\$ 289,440.00	\$ 289,440.00
340	6181020	ADDITIONAL MOBILIZATION FOR SEEDING	EACH	3	\$ 600.00	\$ 1,800.00
350	6191000	PAVEMENT EDGE TREATMENT	L.F.	1,099	\$ 5.50	\$ 6,044.50
360	6200018	"PREFORMED THERMOPLASTIC PAVEMENT MARKING, 24 IN. YELLOW"	L.F.	146	\$ 50.00	\$ 7,300.00
370	6200021	"PREFORMED THERMOPLASTIC PAVEMENT MARKING, LEFT/RIGHT ARROW"	EACH	6	\$ 450.00	\$ 2,700.00
380	6200027	"PREFORMED THERMOPLASTIC PAVEMENT MARKING, COMBINATION STR/LT/RT"	EACH	6	\$ 680.00	\$ 4,080.00
390	6200042	"PREFORMED THERMOPLASTIC PAVEMENT MARKING, 12 IN WHITE, YIELD LINE TRIANGLES"	EACH	58	\$ 40.00	\$ 2,320.00
400	6206000C	"4 IN. WHITE STANDARD WATERBORNE PAVEMENT MARKING PAINT, TYPE P BEADS"	L.F.	7,073	\$ 0.50	\$ 3,536.50
410	620600IC	"4 IN. YELLOW STANDARD WATERBORNE PAVEMENT MARKING PAINT, TYPE P BEADS"	L.F.	12,145	\$ 0.50	\$ 6,072.50
420	6206108A	"8 IN. WHITE STANDARD WATERBORNE PAVEMENT MARKING PAINT, TYPE P BEADS"	L.F.	195	\$ 2.00	\$ 390.00
430	6207001	PAVEMENT MARKING REMOVAL	L.F.	3,924	\$ 3.00	\$ 11,772.00
440	6209902	MISC. {PREFORMED THERMOPLASTIC PAV'T MARKING, LANE REDUCTION ARROW}	EACH	1	\$ 630.00	\$ 630.00
450	6209903	MISC. {6 IN. WHITE STANDARD WATERBORNE PAVEMENT MARKING PAINT, TYPE P BEADS}	L.F.	797	\$ 1.00	\$ 797.00
460	6209903{1}	MISC. {6 IN. YELLOW STANDARD WATERBORNE PAVEMENT MARKING PAINT, TYPE P BEADS}	L.F.	784	\$ 1.00	\$ 784.00
470	6209903{2}	MISC. {12 IN. WHITE STANDARD WATERBORNE PAVEMENT MARKING PAINT, TYPE P BEADS}	L.F.	112	\$ 3.00	\$ 336.00
480	6209903{3}	MISC. {12 IN. YELLOW STANDARD WATERBORNE PAVEMENT MARKING PAINT, TYPE P BEADS}	L.F.	1,234	\$ 3.00	\$ 3,702.00
490	6274000	CONTRACTOR FURNISHED SURVEYING AND STAKING	L.S.	1	\$ 39,000.00	\$ 39,000.00
500	7261042	42 IN. PIPE GROUP A	L.F.	194	\$ 200.00	\$ 38,800.00
510	7261048	48 IN. PIPE GROUP A	L.F.	468	\$ 230.00	\$ 107,640.00
520	7310072	PRECAST CONCRETE MANHOLE - 72 IN.	L.F.	6	\$ 1,230.00	\$ 7,380.00
530	7320642A	42 IN. OR ALLOWED SUBSTITUTE GROUP A FLARED END SECTION	EACH	2	\$ 2,870.00	\$ 5,740.00
540	7320648A	48 IN. OR ALLOWED SUBSTITUTE GROUP A FLARED END SECTION	EACH	2	\$ 3,380.00	\$ 6,760.00
550	8025006	MULCHING	ACRE	6.1	\$ 500.00	\$ 3,050.00
560	8051000A	SEEDING - COOL SEASON MIXTURES	ACRE	4.9	\$ 4,500.00	\$ 22,050.00
570	8061005	ROCK DITCH CHECK	L.F.	271	\$ 10.00	\$ 2,710.00
580	8061016	SEDIMENT REMOVAL	C.Y.	67	\$ 33.00	\$ 2,211.00
590	8061017	TEMPORARY SEEDING	ACRE	1.2	\$ 500.00	\$ 600.00

600	8061019	SILT FENCE	L.F.	4,291	\$ 4.00	\$ 17,164.00
610	8064136	TYPE 2B EROSION CONTROL BLANKET	S.Y.	3,009	\$ 3.50	\$ 10,531.50
620	8064137	TYPE 2C EROSION CONTROL BLANKET	S.Y.	23,289	\$ 2.50	\$ 58,222.50
630	8064138	TYPE 2D EROSION CONTROL BLANKET	S.Y.	840	\$ 2.50	\$ 2,100.00
MGS GUARDRAIL ITEMS						
640	6061060	MGS GUARDRAIL	L.F.	338	\$ 50.00	\$ 16,900.00
650	6061068	MGS BRIDGE APPROACH TRANSITION SECTION (EXTENDED CURB)	EACH	2	\$ 5,100.00	\$ 10,200.00
660	6061074	MGS HEIGHT AND BLOCK TRANSITION	EACH	1	\$ 1,300.00	\$ 1,300.00
670	6061080	MGS END ANCHOR	EACH	1	\$ 1,500.00	\$ 1,500.00
680	6063014	TYPE A CRASHWORTHY END TERMINAL (MASH)	EACH	2	\$ 4,100.00	\$ 8,200.00
LIGHTING ITEMS						
690	9011064	"LIGHTING POLE, 45 FT. OR 13.5 M, TYPE AT DESIGN 3"	EACH	9	\$ 4,460.00	\$ 40,140.00
700	9011115	"BRACKET ARM, 15 FT. OR 4.6 M"	EACH	9	\$ 1,550.00	\$ 13,950.00
710	9011312	"LUMINAIRE, LED-B"	EACH	9	\$ 420.00	\$ 3,780.00
720	9012230	BASE MOUNTED CONTROL STATION 240 VOLT - 4 CIRCUIT	EACH	1	\$ 8,270.00	\$ 8,270.00
730	9013002	"CONDUIT, 2 IN. RIGID, IN TRENCH"	L.F.	200	\$ 19.50	\$ 3,900.00
740	9013004	"CONDUIT, 4 IN. RIGID, IN TRENCH"	L.F.	30	\$ 29.50	\$ 885.00
750	9014004	"CONDUIT, 4 IN. RIGID, PUSHED"	L.F.	230	\$ 32.00	\$ 7,360.00
760	9015010	TRENCHING TYPE I	L.F.	1,092	\$ 7.50	\$ 8,190.00
770	9016120	"PULL BOX, CONCRETE, STANDARD"	EACH	8	\$ 4,950.00	\$ 39,600.00
780	9017110	"CABLE, 10 AWG 1 CONDUCTOR, POLE AND BRACKET"	L.F.	1,080	\$ 1.35	\$ 1,458.00
790	9017407	"CABLE-CONDUIT, 1 IN., 2 CONDUCTORS AND 1 BARE NEUTRAL, 8 AWG"	L.F.	1,590	\$ 5.10	\$ 8,109.00
800	9018245	POLE FOUNDATION (45 FT. OR 13.5 M MOUNTING HEIGHT)	EACH	9	\$ 2,790.00	\$ 25,110.00
810	9108208	"CABLE, 8 AWG, 1 CONDUCTOR, POWER"	L.F.	620	\$ 1.60	\$ 992.00
SIGNING ITEMS						
820	9031010	"CONCRETE FOOTINGS, EMBEDDED"	C.Y.	11.3	\$ 900.00	\$ 10,170.00
830	9031020	"CONCRETE FOOTINGS, BOLT DOWN"	C.Y.	17.8	\$ 1,130.00	\$ 20,114.00
840	9031210	STRUCTURAL STEEL POSTS	LBS	850	\$ 6.20	\$ 5,270.00
850	9031220	PIPE POSTS	LBS	5,840	\$ 4.80	\$ 28,032.00
860	9031241	BREAKAWAY ASSEMBLY (PERFORATED SQUARE STEEL TUBE)	EACH	2	\$ 270.00	\$ 540.00
870	9031242	36 IN. SURFACE-MOUNT DELINEATOR POST	EACH	7	\$ 68.50	\$ 479.50
880	9031252	"7 FT. CHANNEL POST DELINEATOR, DOUBLE STACKED WHITE"	EACH	3	\$ 69.50	\$ 208.50
890	9031256	"7 FT. CHANNEL POST DELINEATOR, WHITE"	EACH	7	\$ 63.00	\$ 441.00
900	9031258	"7 FT. CHANNEL POST DELINEATOR, WHITE/RED"	EACH	5	\$ 69.50	\$ 347.50
910	9031272A	2.25 IN. PSST POST INSERT (6 FOOT) - 12GA.	EACH	2	\$ 63.50	\$ 127.00

920	9031280	2.5 IN. PSST POST - 12 GA.	L.F.	27	\$	14.50	\$	391.50
930	9031285	CONCRETE POST ANCHOR FOR 2.5 IN. PSST - 7 GA.	EACH	2	\$	540.00	\$	1,080.00
940	9035004A	SH-FLAT SHEET	S.F.	355	\$	19.00	\$	6,745.00
950	9035011A	ST-STRUCTURAL	S.F.	500	\$	25.00	\$	12,500.00
960	9039902	MISC. {TUBULAR SUPPORT, TYPE S-27718-65}	EACH	1	\$	76,100.00	\$	76,100.00
970	9039902 {1}	MISC. {TUBULAR SUPPORT, TYPE C-2018-28}	EACH	1	\$	35,790.00	\$	35,790.00
			TOTAL COST OF BID \$ 2,659,341.10					

Bidder assures and acknowledges that each unit or lump sum bid price includes the cost of all adjacent, incidental, related, and companion items which are shown on the drawings, called for in the specifications, or otherwise necessary to provide a complete and functional installation.

The OWNER reserves the right to increase, decrease, or delete from the Project quantities of work at the Unit Bid Price or Lump Sum Price in order to bring the total contract price to the budgeted project expenditures.

BID BOND

KNOW ALL PERSONS BY THESE PRESENTS, that we _____
Radmacher Brothers Excavating Co., Inc.
as principal and _____ The Cincinnati Insurance Company
as surety, are held and firmly bound unto the _____ City of Carthage _____ in the penal sum 5% of
of _____ Five Percent of Amount Bid _____ Dollars (\$Amount Bid)
to be paid to the City to be credited to the state road fund, the principal and surety binding themselves, their heirs, executors,
administrators, successors, and assigns, jointly and severally, firmly by these presents.

Sealed with our seals and dated this _____ November 30, 2023 _____

THE CONDITION OF THIS OBLIGATION is such that

WHEREAS the principal is submitting herewith a bid to the City on route(s)

_____ Route HH Jasper County, Missouri _____
in _____ Jasper _____ County(ies),
project (s) _____ S6030(51) State Highway HH, I-49 Southbound Ramps, and Dr. Russell Smith Way Intersection _____
for construction or improvement of state highway as set out in said bid;

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

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

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

SEAL

SEAL



Radmacher Brothers Excavating Co., Inc.
Principal
By _____ *HCB* _____ President
Signature
The Cincinnati Insurance Company
Surety
By _____ *Dm* _____ *Sh* _____
Signature of Attorney in Fact

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

THE CINCINNATI INSURANCE COMPANY
THE CINCINNATI CASUALTY COMPANY

Fairfield, Ohio

POWER OF ATTORNEY

KNOW ALL MEN BY THESE PRESENTS: That THE CINCINNATI INSURANCE COMPANY and THE CINCINNATI CASUALTY COMPANY, corporations organized under the laws of the State of Ohio, and having their principal offices in the City of Fairfield, Ohio (herein collectively called the "Companies"), do hereby constitute and appoint

David S. Slavitch; Luke P. Sealer; Robert L. Cox, II; Kathryn E. Johnson; Rodney S. Demaree; Kacey McCrorey and/or Joshua Roberts

of Sedalia, Missouri

their true and legal Attorney(s)-in-Fact, each in their separate capacity if more than one is named above, to sign, execute, seal and deliver on behalf of the Companies as Surety, any and all bonds, policies, undertakings or other like instruments, as follows:

Any such obligations in the United States, up to
One Hundred Million and No/100 Dollars (\$100,000,000.00).

This appointment is made under and by authority of the following resolutions adopted by the Boards of Directors of The Cincinnati Insurance Company and The Cincinnati Casualty Company, which resolutions are now in full force and effect, reading as follows:

RESOLVED, that the President or any Senior Vice President be hereby authorized, and empowered to appoint Attorneys-in-Fact of the Company to execute any and all bonds, policies, undertakings, or other like instruments on behalf of the Corporation, and may authorize any officer or any such Attorney-in-Fact to affix the corporate seal; and may with or without cause modify or revoke any such appointment or authority. Any such writings so executed by such Attorneys-in-Fact shall be binding upon the Company as if they had been duly executed and acknowledged by the regularly elected officers of the Company.

RESOLVED, that the signature of the President or any Senior Vice President and the seal of the Company may be affixed by facsimile on any power of attorney granted, and the signature of the Secretary or Assistant Vice-President and the Seal of the Company may be affixed by facsimile to any certificate of any such power and any such power of certificate bearing such facsimile signature and seal shall be valid and binding on the Company. Any such power so executed and sealed and certified by certificate so executed and sealed shall, with respect to any bond or undertaking to which it is attached, continue to be valid and binding on the Company.

IN WITNESS WHEREOF, the Companies have caused these presents to be sealed with their corporate seals, duly attested by their President or any Senior Vice President this 16th day of March, 2021.



STATE OF OHIO)SS:
COUNTY OF BUTLER)

THE CINCINNATI INSURANCE COMPANY
THE CINCINNATI CASUALTY COMPANY

Stephen A. Ventre

On this 16th day of March, 2021 before me came the above-named President or Senior Vice President of The Cincinnati Insurance Company and The Cincinnati Casualty Company, to me personally known to be the officer described herein, and acknowledged that the seals affixed to the preceding instrument are the corporate seals of said Companies and the corporate seals and the signature of the officer were duly affixed and subscribed to said instrument by the authority and direction of said corporations.



Keith Collett
Keith Collett, Attorney at Law
Notary Public - State of Ohio

My commission has no expiration date.
Section 147.03 O.R.C.

I, the undersigned Secretary or Assistant Vice-President of The Cincinnati Insurance Company and The Cincinnati Casualty Company, hereby certify that the above is the Original Power of Attorney issued by said Companies, and do hereby further certify that the said Power of Attorney is still in full force and effect.

Given under my hand and seal of said Companies at Fairfield, Ohio, this 30th day of November, 2023



Ed H.

DBE Identification Submittal Form
(For Local Program Agency (LPA) Projects)

Job Number: S6030(51)

Route: HH

County: Jasper

Radmacher Brothers Excavating **Prime Contractor:** **Contract Amount:** \$2,659,341.10

Identification of Participating DBE's: Provide the requested information below for each DBE participating on the project. Submit this information with your bid or to no later than 4:00 p.m. on the 3rd working day after the bid opening. Fax or e-mail transmittal is permitted. The fax number is and the e-mail address for submittal is Contact MoDOT's External Civil Rights Division (ECR) at (573) 526-2978 for questions and assistance on completion. **This page of this document must be received for each DBE utilized on the project.**

All information must be provided.

If awarded the contract for this project, the undersigned will use the following DBE to perform or furnish the work, supplies, and/or services as shown below:

JLA Construction
P.O. Box 718
Brookline, MO 65619

DBE Name: **Address:**

(A) Line No.	(B) Dollar Value of DBE Work** (Unit Price x Quantity of the Item in (A), or Lump Sum)	(C) Dollar value applicable to DBE Goal** (100%, 60%)	(D) Dollar amount applicable to DBE Goal (B x C)	(E) Percent of total contract amount for line item (D / total contract amount)	Add or Remove Lines	
330	\$5,000	100%	\$5,000	0.188%	-	+
340	\$1,800	100%	\$1,800	0.068%	-	+
550	\$3,050	100%	\$3,050	0.115%	-	+
560	\$22,050	100%	\$22,050	0.829%	-	+
570	\$2,710	100%	\$2,710	0.102%	-	+
590	\$600	100%	\$600	0.023%	-	+
600	\$17,164	100%	\$17,164	0.645%	-	+
610	\$10,532	100%	\$10,532	0.396%	-	+
620	\$58,223	100%	\$58,223	2.189%	-	+
630	\$2,100	100%	\$2,100	0.079%	-	+
DBE Total: \$123,228				Total % 4.634%		

**Cannot exceed contract amount for given item of work

Trucking services credited at 100% if the DBE owns the trucks or is leasing from a DBE firm

Allowed amount of participation will be in accordance with 49 CFR Part 26.

Brokered services will only receive credit for fees.

Respectfully submitted:

Radmacher Brothers Excavating

Company Name (Prime Contractor)

Christopher Carsten - Project Manager

Name / Title

Signed (Prime Contractor)

DBE Identification Submittal Form
(For Local Program Agency (LPA) Projects)

Job Number: S6030(51)

Route: HH

County: Jasper

Radmacher Brothers Excavating **Prime Contractor:** **Contract Amount:** \$2,659,341.10

Identification of Participating DBE's: Provide the requested information below for each DBE participating on the project. Submit this information with your bid or to _____ no later than 4:00 p.m. on the 3rd working day after the bid opening. Fax or e-mail transmittal is permitted. The fax number is _____ and the e-mail address for submittal is _____. Contact MoDOT's External Civil Rights Division (ECR) at (573) 526-2978 for questions and assistance on completion. **This page of this document must be received for each DBE utilized on the project.**

All information must be provided.

If awarded the contract for this project, the undersigned will use the following DBE to perform or furnish the work, supplies, and/or services as shown below:

Trail Consulting
 714 Hwy D
 Osage Beach, MO 65065

DBE Name: **Address:**

(A) Line No.	(B) Dollar Value of DBE Work** (Unit Price x Quantity of the Item in (A), or Lump Sum)	(C) Dollar value applicable to DBE Goal** (100%, 60%)	(D) Dollar amount applicable to DBE Goal (B x C)	(E) Percent of total contract amount for line item (D / total contract amount)	Add or Remove Lines	
490	\$39,000	100%	\$39,000	1.467%	-	+
					-	+
					-	+
					-	+
					-	+
					-	+
					-	+
					-	+
					-	+
					-	+
DBE Total: \$39,000				Total % 1.467%		

**Cannot exceed contract amount for given item of work

Trucking services credited at 100% if the DBE owns the trucks or is leasing from a DBE firm

Allowed amount of participation will be in accordance with 49 CFR Part 26.

Brokered services will only receive credit for fees.

Respectfully submitted:

Radmacher Brothers Excavating

Company Name (Prime Contractor)

Christopher Carsten - Project Manager

Name / Title

Signed (Prime Contractor)

**Instructions for Completing the
DBE Identification Submittal Form
(For Local Program Agency (LPA) Projects)
(ECR-101)**

Submit this form with your bid or as outlined on front of page no later than 4:00 p.m. on the 3rd working day after the bid opening. Only DBE's listed on MoDOT's Missouri Regional Certification Committee (**MRCC**) directory may be used towards obtaining the DBE goal on the project. DBE firm must be certified with the appropriate North American Industrial Classification

System (**NAICS**) code for the type of work being utilized to perform. The MRCC directory is available at the following link under the MRCC Directory tab: [HTTP://www.modot.org/welcome-external-civil-rights](http://www.modot.org/welcome-external-civil-rights)

- (A) Insert Bid Line Item in the same order as it appears in the bid document.
- (B) Insert the result from multiplying the unit price for the bid line item by the quantities listed in column (A); a lump sum, if applicable, may also be inserted.
- (C) Insert the percentage of column (B) that the DBE will perform. If the DBE is a supplier as that term is defined in 49 CFR Part 26.55, then only 60% of the value in column (B) can be applied towards the contract specific goal. If the DBE is furnishing and installing the line item, then 100% of the value can be applied.
- (D) Insert the result from dividing columns (B) and (C).
- (E) Insert the result from dividing column (D) from the total bid line item amount.

**DISADVANTAGED BUSINESS ENTERPRISE (DBE) PROGRAM REQUIREMENTS
FOR LOCAL PROGRAMS**

1.0 Program Applicability. The subsequent sections will apply only to contracts involving U.S. Department of Transportation (USDOT) federal-aid or federal funded participation. Federal-aid or federal funded participation includes, but is not limited to, any funds directly or indirectly received by MoDOT, or authorized for distribution to or through MoDOT, by the USDOT or any operating administration within the USDOT. These provisions will not apply to contracts funded exclusively with state funds, or state and local funds. Any contractor, subcontractor, supplier, DBE firm, and contract surety involved in the performance of a federal-aid contract shall be aware of and fully understand the terms and conditions of the USDOT DBE Program, as the terms appear in Title 49 CFR Part 26 (as amended), the USDOT DBE Program regulations; Title 7 CSR Division 10, Chapter 8 (as amended), and the Commission's DBE Program rules.

2.0 DBE Program Distinguished From Other Affirmative Action Programs. The USDOT DBE Program established by the U.S. Congress is not the same as, and does not involve or utilize, any of the elements or authority of other state or local affirmative action programs, nor does the program rely upon state legislation or gubernatorial executive orders for implementation or authorization, other than the general authority given the Commission in Section 226.150, RSMo. The USDOT DBE Program is implemented by the Commission and MoDOT, through and in conjunction with the FHWA, FTA and FAA, as a "recipient" defined in Title 49 CFR 26.5.

3.0 Policy Regarding DBE Firms. It is the policy of the U. S. Department of Transportation and MoDOT that businesses owned by socially and economically disadvantaged individuals have an opportunity to participate in the performance of contracts funded in whole or in part with federal funds. Consequently, the requirements of 49 CFR Part 26 (as amended) and the Commission's implementing state regulations in Title 7 CSR Division 10, Chapter 8, "Disadvantaged Business Enterprise Program", will apply to any contract funded in whole or part with federal funds.

4.0 Opportunity for DBEs to Participate. Each contractor, subcontractor and supplier working on a contract funded in whole or in part with federal funds shall take all necessary and reasonable steps to ensure that DBEs have an opportunity to compete for and participate in performance on project contracts and subcontracts in which a DBE goal is established.

5.0 Required Contract Provision. The federal-aid contract will include the following provision, as mandated by USDOT at Title 49 CFR 26.13(b):

(a) The contractor, subrecipient or subcontractor shall not discriminate based on race, color, national origin, or gender in the performance of the contract. The contractor shall carry out applicable requirements of 49 CFR Part 26 in the award and administration of USDOT-assisted contracts. Failure by the contractor to carry out these requirements is a material breach of the contract, which may result in the termination of the contract or such other remedy, as the recipient deems appropriate.

In this provision, "contractor" will be defined as the contractor on the contract; sub-contractor, or material supplier performing the work on or for the project. For the purposes of any federal-aid contract awarded by the Local Public Agency (LPA), they will be designated as "the recipient". The contractor shall include this same contract provision in every supply contract or subcontract the contractor makes or executes.

6.0 DBE Program Information. DBE Program information may be obtained from the MoDOT External Civil Rights Division, 105 W. Capitol Avenue, P.O. Box 270, Jefferson City, Missouri 65102-0270. Phone (573) 751-7801, Fax (573) 526-0558, E-Mail: dbe@modot.mo.gov. It will be the duty of each contractor, and for the contractor's subcontractors to take the steps necessary to determine the legal obligations and limitations under the DBE Program, as an element of responsibility. It will be the duty of each certified DBE firm to know, understand and comply with the DBE firm's legal obligations and limitations under the DBE Program, as a requirement of program participation.

7.0 DBE Certification, and the Missouri Unified Certification Program. MoDOT and other certifying agencies within Missouri have partnered to form the Missouri Regional Certification Committee (MRCC) and developed a Unified Certification Program (UCP) pursuant to 49 CFR 26.81 and 7 CSR 10-8.061. Only DBE firms certified by the MRCC are eligible to perform work on a federal-aid contract for DBE contract goal credit. It is the contractor's responsibility to ensure firms identified for participation are approved certified DBE firms.

The MRCC DBE Directory can be found at the following link: <https://www.modot.org/welcome-external-civil-rights>

8.0 DBE Program-Related Certifications Made By Bidders and Contractors. If the bidder makes a written, express disclaimer of one or more certifications or assurances in the bid, the bid will be considered non-responsive. By submitting a bid on any project involving USDOT federal financial participation, and by entering into any contract on the basis of that bid, the contractor makes each of the following DBE Program-related certifications and assurances to USDOT, to the Commission, to MoDOT, and to the LPA:

(a) The bidder certifies that management and bidding officers have reviewed and understand the bidding and project construction and administration obligations of the USDOT DBE Program regulations at Title 49 CFR Part 26 (as amended), , and the Commission's DBE Program rules at Title 7 CSR Division 10, Chapter 8 (as amended).

(b) The bidder agrees to ensure that certified DBE firms have a full and fair opportunity to participate in the performance of the contract financed in whole or in part with federal funds. The bidder certifies that all necessary and reasonable steps were taken to ensure that DBE firms have an opportunity to compete for, and perform work on the contract. The bidder further certifies that the bidder not discriminate on the basis of race, color, age, national origin or gender in the performance of the contract, or in the award of any subcontract.

(c) The bidder certifies that if awarded the federal-aid contract, the contractor will make a good faith effort to utilize certified DBE firms committed to with the awarded contract.

(d) The bidder certifies, that if awarded the federal-aid contract with less than the original DBE contract goal proposed by the Commission in the bid documents, as a result of an approved good faith effort, the revised lower amount shall become the final DBE goal, and that goal will be used to determine any liquidated damages to be assessed at the completion of the project.

(e) The bidder understands and agrees that if awarded the contract the contractor is legally responsible to ensure that the contractor and each DBE, comply fully with all regulatory and contractual requirements of the USDOT DBE Program, and that each DBE firm participating in the contract fully perform the designated tasks, with the DBE's own forces and equipment, under the DBE's own direct supervision and management. The bidder certifies²⁰ that if awarded the contract and if MoDOT or the Commission determine that the contractor, a DBE or any other firm retained by the contractor has failed

to comply with the DBE Program requirements or federal or state DBE Program regulations, the Commission, through MoDOT, shall have the sole authority and discretion to determine the extent of the monetary value to which the DBE contract goals have not been met at the project completion, and to assess against and withhold monetary damages from the contractor up to the full amount of that breach. The bidder further understands and agrees that this clause authorizes the Commission, through MoDOT, to determine and fix the extent of the damages caused by a breach of any contractual or regulatory DBE Program requirement and that the damage assessment will be enforced in addition to, and not in lieu of, any other general liquidated damages clause in the contract. By submitting a bid for a federal-aid contract, the bidder irrevocably agrees to such an assessment of liquidated damages for DBE Program purposes, and authorizes the Commission and MoDOT to make such an assessment of liquidated damages against the contractor, and to collect that assessment from any sums due the contractor under the contract, or any other contract, or by other legal process. The bidder makes this certification, agreement and authorization on behalf of itself, for each federal-aid contract.

9.0 Designation of DBE firms to perform on contract. The bidder states and certifies that the DBE participation information submitted in the bid or within the contract designated time is true, correct and complete and that the information provided includes the names of all DBE firms that will participate in the contract, the specific line item (s) that each DBE firm will perform or partially perform, and the creditable dollar amounts of the participation of each DBE. The specific line item must reference the bid line number and item number contained in the proposal. The bidder further states and certifies that the bidder has committed to use each DBE firm listed for the work shown to meet the DBE contract goal and that each DBE firm listed has clearly confirmed to the bidder that the DBE firm will participate in and perform the work, with the DBE's own forces.

(a) The bidder certifies the bidder's understanding that as the contractor on a contract funded in whole or in part by USDOT federal funds, the bidder may not unilaterally terminate, substitute for, or replace any DBE firm that was designated in the executed contract, in whole or in any part, with another DBE, any non-DBE firm or with the contractor's own forces or those of an affiliate, without the prior written consent of MoDOT. The bidder understands it must receive approval in writing from MoDOT for the termination of a DBE firm, or the substitution or replacement of a DBE before any substitute or replacement firm may begin work on the project in lieu of the DBE firm participation information listed in the executed contract. Unless MoDOT's written consent is provided as outlined above, the bidder shall not be entitled to any payment of work or material unless it is performed or supplied by the listed DBE.

(1) The bidder further certifies understanding, that if a DBE firm listed in the bid or approved in the executed contract documents ceases to be a certified DBE firm, at any time during the performance of the contract work, and a contract or subcontract with that firm has not yet been executed by the prime and subcontractor, the contractor can not count any work performed by that firm after the date of the firm's loss of eligibility toward meeting the DBE contract goal. The contractor can pursue efforts to replace the work planned with the decertified firm, with other certified DBEs, in coordination with MoDOT's External Civil Rights Division. However, if the contractor has executed a subcontract with the firm before the DBE lost eligibility and ceased to be a certified DBE, the contractor may continue to receive credit toward the DBE contract goal for that firm's work.

(2) The bidder further certifies the bidder's understanding, that the dollar value of any work completed by a DBE firm prior to approval of the DBE's substitution or replacement, in writing, by MoDOT will not be credited toward meeting the DBE contract goal. No credit toward the DBE goal will be given for any amount withheld from payment to the DBE, or "back charged" against monies owed to the DBE, regardless of the purpose or asserted debt.

10.0 Contract Goal, Good Faith Efforts Specified. The bidder may submit the completed “DBE Identification Submittal” information in the bid documents at the same time as, and within the sealed bid, at the time the bid is submitted. However, if that information is not completed and submitted with the initial sealed bid, then as a matter of responsiveness and responsibility, all bidders shall file the completed “DBE Identification Submittal” pages to the Local Agency on or before 4:00 p.m. of the third business day after the bid opening date. The Local Agency may permit telefax transmittal. No extension of time will be allowed for any reason. The means of transmittal and the risk of timely receipt of the information shall be the bidder’s.

10.1 Good Faith Effort Submittal. If the bidder is not able to meet the Commission’s DBE contract goal, the bidder has the opportunity to submit with and as a part of the bid, a true, accurate, complete and detailed written explanation of good faith efforts taken to meet the DBE Contract Goal established in the bid documents. The bidder shall use the “DBE Identification Submittal” sheets for any DBE participation that will be committed towards the goal and an explanation, with any supporting documentation, for the inability to meet the full goal established on the contract. Any Good Faith efforts shall be submitted as part of the bid or within the three business days after the bid opening.

10.2 Bidders Good Faith Efforts Described. MoDOT will consider the quality, quantity, and intensity of the different kinds of efforts that the bidder has made based upon 49 CFR Appendix A to Part 26 and the following additional efforts:

- (a) Providing documentation on any and all past GFE activities for review.
- (b) Past project DBE performance utilization.
- (c) Race neutral methods utilized on completed projects.

All good faith efforts are evaluated on a case-by-case basis whereas any of the numerous good faith elements listed individually or collectively is not a guarantee of approval.

10.3 Administrative Reconsideration of the Bidder’s Good Faith Efforts Made as a Part of the Bid Submittal. If MoDOT determines that the apparent low bidder has failed to adequately document in the bid that the bidder made a good faith effort to achieve sufficient DBE participation in the contract work, that firm will be offered the opportunity for administrative reconsideration upon written request, before MoDOT and the Commission reject that bid as non-responsive.

10.4 Forfeiture of Bid Bond possible when: The failure of either the apparent low bidder to file the completed and executed “DBE Identification Submittal”, listing actual, committed DBE participation equal to or greater than the DBE contract goal percentage specified in the bid by 4:00 p.m. on the third business day after the bid opening, will be cause for rejection of that bid. In addition, the bid surety bond or bid guaranty of the apparent low bidder will be forfeited to and become the property of the Local Agency upon demand, only if the contract is awarded

(a) Any bidder rejected for failure to submit the completed and executed “DBE Identification Submittal” information in the bidding documents, with full documentation of sufficient DBE participation to satisfy the DBE contract goal cannot submit a bid on the same, or substantially similar, project, when and if the project is re-advertised for bids. By submitting a bid on a federal-aid project, the bidder accepts and agrees to these provisions, and the disposition of the bidders bid bond or guaranty, upon demand by the Local Agency.

(b) The surety separately acknowledges the surety to be held and firmly bound to the Local Agency to immediately upon demand pay the face amount of the bid bond.

11.0 DBE Participation for Contract Goal Credit. In addition to participation outlined by 49 CFR part 26, the following shall apply:

In addition to allowances provided for in the Federal Regulations, a bidder may count toward the DBE contract goal the following expenditures to certified DBE firms that are not “regular dealers” or “manufacturers” for DBE program purposes:

(1) A bidder may count toward the DBE contract goal 100 percent of the fees paid to a certified DBE trucker or hauler for delivery of material and supplies required on a job site, but not for the cost of those materials or supplies themselves, or for the removal or relocation of excess material from or at the job site, when the DBE certified trucking company is not also the manufacturer of or a regular dealer in those material and supplies, provided that the trucking or hauling fee is determined by MoDOT to be reasonable as compared with fees customarily charged by non-DBE firms for similar services. The certified DBE trucking firm shall also perform a CUF on the project and not operate merely as a pass through for the purposes of gaining credit toward the contract DBE goal. Prior to submitting a bid, the bidder shall determine, whether a DBE trucking firm will meet the criteria for performing a CUF on the project.

(2) The bidder will receive DBE contract goal credit for the fees or commissions charged by and paid to a DBE broker who arranges or expedites sales, leases or other project work or service arrangements, provided that those fees are determined by MoDOT to be reasonable and not excessive, as compared with fees customarily charged by non-DBE firms for similar services. A broker will be defined as a person or firm that does not own or operate the delivery equipment necessary to transport materials, supplies or equipment to or from a job site. In most instances, the broker is merely the entity making arrangements for delivery of material, supplies, equipment, or arranging project services. To receive DBE contract goal credit, MoDOT must determine that the DBE broker has performed a CUF in providing the contract work or service.

12.0 DBE Required to Perform a Commercially Useful Function (CUF). The DBE CUF requirements are stated in 49 CFR Part 26, (26.55). Any questions or further information needed for CUF determinations should be directed to MoDOT’s External Civil Rights Division.

12.1 Quality Control (QC) and Quality Assurance (QA) Reviews. The prime contractor shall monitor their planned DBE project usage for CUF compliance and provide MoDOT information for areas of concern for further evaluation. MoDOT will perform a QA review, or compliance review, for DBE CUF and project documentation retained by the contractor through project completion. The contractor shall maintain all DBE related information it has received, documented and provided to MoDOT for a period of three years beyond the date of final inspection. MoDOT’s determination that a DBE’s participation may not count toward the project goal, or good faith effort level approved will be subject to administrative reconsideration.

12.2 MoDOT Makes Final Determination On Whether a CUF Is Performed. MoDOT will have the final authority to determine whether a DBE firm has performed a CUF on a federal-aid contract.

13.0 Verification of DBE Participation at project completion. (Assessment of Liquidated Damages Possible)

13.1 Prior to final payment by the Local Agency, the contractor shall file with the Local Agency a detailed list showing each DBE used on the contract work, and the work performed by each DBE. The list shall show the actual dollar amount paid to each DBE for the creditable work on the contract, less any rebates, kickbacks, deductions, withholdings or other repayments made. The list shall be certified under penalty of perjury, or other law, to be accurate and complete. MoDOT and the Commission will use this certification and other information available to determine if the contractor and the contractor's DBEs satisfied the DBE contract goal percentage specified in the contract and the extent to which the DBEs were fully paid for that work. The contractor shall acknowledge, by the act of filing the detailed list, that the information is supplied to obtain payment regarding a federal participation contract.

13.2 Failure on the part of the contractor to achieve the DBE participation to which the contractor committed in the contract may result in liquidated damages being imposed on the contractor by the Commission for breach of contract and for non-compliance. If the contract was awarded with less than the original DBE contract goal proposed by the Commission, the revised lower amount became the final DBE contract goal, and that goal will be used to determine any liquidated damages to be assessed. Additionally, the Commission or MoDOT may impose any other administrative sanctions or remedies available at law or provided by the contract in the event of breach by the contractor by failing to satisfy the contractor's DBE contract goal commitment. The contractor will be offered the opportunity for administrative reconsideration of any assessment of liquidated damages determined at the project completion, upon written request. The administrative reconsideration officer may consider all facts presented, including the legitimacy or business reason for back charges assessed against a DBE firm, in determining the final amount of liquidated damages.

14.0 Miscellaneous DBE Program Requirements. In accordance with Title 49 CFR Part 26 and the Commission's DBE Program rules in Title 7 CSR Division 10, Chapter 8, the contractor, for both the contractor and for the contractor's subcontractors and suppliers, whether DBE firms or not, shall commit to comply fully with the auditing, record keeping, confidentiality, cooperation and anti-intimidation or retaliation provisions contained in those federal and state DBE Program regulations. By bidding on a federal-aid contract, and by accepting and executing that contract, the contractor agrees to assume these contractual obligations, and to bind the contractor's subrecipients contractually, at the contractor's expense.

15.0 Data Collection from Bidders for DBE and Non-DBE Subcontractors, Suppliers, Manufacturers and/or Brokering used and not used in bids during the reporting period. MoDOT is a recipient of federal funds and is required by 49 CFR 26.11, to provide data about its DBE program. The information shall consist of all subcontractor quoting received for actual use and of consideration by the prime bidder. MoDOT will be requesting this information from bidding prime contractors and will provide prime bidders a form to submit the data by the last day of each month for the current letting. The information shall only include the names of both DBE and non-DBE companies that the prime bidders received quotes. MoDOT will then contact the DBEs and non-DBE subcontractors and request additional information from DBE and non-DBE subcontractors including current year of gross receipts and number of years in business. The information provided by the prime bidders shall not include any bid quote pricing regardless if it was used or not. This information will aid MoDOT in the determination of the availability of DBEs and will be used in subsequent availability studies.

Missouri Department of Transportation

Patrick K. McKenna, Director

573.751.2551
Fax: 573.751.6555
1.888.ASK MODOT (275.6636)

June 21, 2023

Radmacher Brothers Excavating Co., Inc.
2201 N 7 Highway
Suite B
Pleasant Hill, MO 64080

Dear Sir or Madam:

This is to acknowledge receipt of your Contractor Questionnaire. As set forth in 7 CSR 10-15, your firm has been approved to bid as a prime contractor on highway projects **of any dollar amount**. The questionnaire submitted will be retained on file for one year, and will expire on 6/30/2024.

The Missouri Highways and Transportation Commission (the Commission) does not issue a gross qualification figure to prospective bidders. The lowest, responsive, responsible bidder for each project is determined by the Commission. The Commission reserves the right to reject any and all bids.

You have been assigned contractor vendor number **0010739**, to be used in the bidding process with MoDOT. In order to submit a bid on MoDOT road and bridge projects, you must have an active Bid Express account and a digital ID. Establishing a digital ID with Bid Express may take up to a week. A bidder must also download the current version of Expedite Bid software and the electronic bid submission (EBS) files from www.Bidx.com/mo/main.

All bidders are reminded that the Missouri Standard Specifications for Highway Construction Section 102 "Bidding Requirements and Conditions" includes important elements you should become familiar with prior to submitting a bid. Violation of this section is grounds to disqualify and reject bids by the Commission.

All successful bidders are required to remain in good standing with the Missouri Secretary of State to do business with the State of Missouri to be eligible to receive a contract for execution and during the performance of the contract.

MoDOT requires all successful bidders to be registered in MissouriBUYS. Registration with MissouriBUYS ensures prompt payment and allows vendors to update important information such as address changes or banking information. In addition, registration in MissouriBUYS allows contractors to view other bid opportunities with the State of Missouri. <https://missouribuyss.mo.gov/registration>

Please note that MoDOT road and bridge bidding opportunities remain located in MoDOT's Online Plans Room. <https://www.modot.org/modot-online-plans-room>

If you have any questions pertaining to filing questionnaires or to expiration dates, please call Jennifer Smith at 573-751-8305.

Sincerely yours,



Brandi Baldwin, P.E.
State Construction and Materials Engineer



Our mission is to provide a world-class transportation system that is safe, innovative, reliable and dedicated to a prosperous Missouri.

www.modot.org



Company ID Number: 180228

THE E-VERIFY PROGRAM FOR EMPLOYMENT VERIFICATION MEMORANDUM OF UNDERSTANDING

ARTICLE I

PURPOSE AND AUTHORITY

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

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

ARTICLE II

FUNCTIONS TO BE PERFORMED

A. RESPONSIBILITIES OF SSA

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



Company ID Number: 180228

To be accepted as a participant in E-Verify, you should only sign the Employer's Section of the signature page. If you have any questions, contact E-Verify at 888-464-4218.

Employer Radmacher Brothers Excavating Co., Inc.

Kathy Kee

Name (Please Type or Print)

Title

Administrative Assistant

Electronically Signed

Signature

01/14/2009

Date

Department of Homeland Security – Verification Division

USCIS Verification Division

Name (Please Type or Print)

Title

Electronically Signed

Signature

01/14/2009

Date



Company ID Number: 180226

Information Required for the E-Verify Program

Information relating to your Company:

Company Name: Radmacher Brothers Excavating Co., Inc.

Company Facility Address: 2201 North 7 Highway

Suite B

Pleasant Hill, MO 64080

Company Alternate
Address:

County or Parish: CASS

Employer Identification

Number: 431559884

North American Industry
Classification Systems

Code: 237

Parent Company: Radmacher Brothers Excavating

Number of Employees: 20 to 99

Number of Sites Verified

for: 1

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

- MISSOURI 1 site(s)



Company ID Number: 180228

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

Name: Kathy L Kee
Telephone Number: (816) 540 - 3614
E-mail Address: kkee@radbroex.com

Fax Number: (816) 540 - 4444

ADDENDUM NO. 1

TO: All Holders of Plans and Contract Documents for the Carthage S6030(51) State Hwy. HH, I-49 Southbound Ramps, & Dr. Russell Smith Way Intersection Carthage, Missouri

ISSUED: November 15, 2023

Radmacher Brothers Excavating Co., Inc.

Name of Bidder

Receipt Acknowledged By

Gentlemen,

This Addendum is hereby made a part of the Contract Documents to the same extent as if it were originally included herein. This Addendum shall be inserted in the Contract Documents and submitted with the Bid, and includes the following items:

ELECTRONIC DELIVERABLES:

General Provisions and Supplemental Specifications to 2023 Missouri Standard Specifications for Highway Construction Division 100; Effective October 1, 2023 are amended as follows.

ELECTRONIC INFORMATION FOR BIDDER'S AUTOMATION

3.0 Disclaimers. The electronic information shall not be considered a representation of actual conditions to be encountered during construction. Furnishing this information does not relieve a bidder or contractor from the responsibility of making an investigation of conditions to be encountered including, but not limited to site visits, and basing the bid on information obtained from these investigations, and the professional interpretations and judgment of the bidder or contractor. The bidder or contractor shall assume the risk of error if the information is used for any purposes for which the information was not intended. The Commission and The City of Carthage makes no representation as to the accuracy or reliability of the information, since the information may not be representative of the sealed contract documents. Any assumption the bidder or contractor may make from this electronic information is at the bidder or contractor's risk; none are intended by the Missouri Highways and Transportation Commission or The City of Carthage. The bidder or contractor assumes the sole risk of liability or loss if the bidder or contractor does rely on this electronic information to its detriment, delay or loss.

OWN, Inc. Disclaimer

CAD DISCLAIMER AND COPYRIGHT NOTICE

Copyright 2023 OWN, Inc.
All Rights Reserved

DISCLAIMER: This data is authorized "AS IS" without any warranty as to its performance, accuracy, freedom from error, or as to any results generated through its use, including without limitation, any implied warranties of merchantability or fitness for a particular purpose. You assume the entire risk as to the results and performance of this data.

COPYRIGHT NOTICE: The designs represented by these plans are copyrighted and are subject to copyright protection under 17 U.S.C. §101, et seq., as amended. Unauthorized use of these plans or the designs represented therein will subject the infringer to damages and/or judicial action as provided by federal law.

CADD/ELECTRONIC FILE TRANSFER

At your request, we (OWN, Inc.) are providing electronic files for your convenience and use in the preparation of drawings related to this project, subject to the following terms and conditions:

Our electronic files are compatible with: OpenRoads Designer. We make no representation as to the compatibility of these files with your hardware or your software beyond the specified release of the referenced specifications.

Data contained on these electronic files are part of our instruments of service and shall not be used by you or anyone else receiving these data through or from you for any purpose other than as a convenience in the preparation of drawings for this project. Any other use or reuse by you or by others will be at your sole risk and without liability or legal exposure to us.

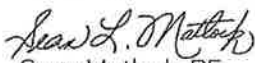
These electronic files are not construction drawings. Differences may exist between these electronic files and corresponding hard-copy construction drawings. We, make no representation regarding the accuracy or completeness of the electronic files you receive. In the event that a conflict arises between the signed or sealed hard-copy construction drawings prepared by us and the electronic files, the signed or sealed hard-copy construction drawings shall govern. You are responsible for determining if any conflict exists. By your use of these electronic files, you are not relieved of your duty to fully comply with the contract documents, including, and without limitation, the need to check, confirm and coordinate all dimensions and details, take field measurements, verify field conditions and coordinate your work with that of other contractors for the project.

Because the information presented on the electronic files can be modified, unintentionally or otherwise, we reserve the right to remove all indicia of ownership and/or involvement from each electronic display.

Under no circumstances shall delivery of the electronic files for use by you be deemed a sale by us, and we make no warranties, either express or implied, of merchantability and fitness for any particular purpose. In no event shall we be liable for any loss of profit or any consequential damages as a result of your use or reuse of these electronic files.

By your use of these electronic files, you agree to the terms and conditions above. OWN, Inc. does not assume any liabilities for unauthorized alterations to the information contained herein and grants a temporary license to the recipient of this email for the use of material contained in any attached files for development of recipient's work. OWN, Inc. does not warrant the accuracy of any information contained in these emailed files, but OWN, Inc. retains all rights to the use of the emailed material. The information contained in this email, including any attachments, is privileged, confidential and intended for the sole use of the individual or entity to whom it is addressed. It is the responsibility of the addressee to scan for any computer viruses or other defects. The sender does not accept liability for any loss or damage of any nature which may result from this email or any attached file. If you are not the intended recipient, you are notified that any use, distribution or copying of the message is strictly prohibited and may subject you to criminal or civil penalties. If you have received this email in error, please notify the sender immediately by reply email then delete any printed or electronic copies.

Sincerely,



Sean Matlock, PE

Project Engineer

ADDENDUM NO. 2

TO: All Holders of Plans and Contract
Documents for the Carthage
S6030(51) State Hwy. HH, I-49 Southbound
Ramps, & Dr. Russell Smith Way Intersection
Carthage, Missouri

ISSUED: November 20, 2023

Radmacher Brothers Excavating Co., Inc.

Name of Bidder

Receipt Acknowledged By

Gentlemen,

This Addendum is hereby made a part of the Contract Documents to the same extent as if it were originally included herein. This Addendum shall be inserted in the Contract Documents and submitted with the Bid, and includes the following items:

Geotechnical Information: Information packet from preliminary geotechnical investigations is provided for the bidder's use in bid estimating and construction methods.

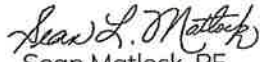
The attached boring logs and other factual subsurface information obtained for the design of this project are made available to bidders so that all have access to identical subsurface information available to the City of Carthage and are not intended as a substitute for personal investigation, interpretations, and judgment of the bidders.

This information was obtained by the City of Carthage for its use only for design purposes and for estimation of quantities for the purpose of bid comparison, and not to determine actual subsurface conditions, the actual quantities of subsurface materials, or the appropriate construction methods. The City makes no representation as to the accuracy of the logs or other subsurface information, since the accuracy is limited by the equipment used and the personal judgment of the persons making the investigation, and the logs indicate conditions encountered only at the times and the specific locations shown. Ground water observations are not routinely recorded in all boring logs and the absence of such data does not mean that no ground water will be encountered. The furnishing of this information is not to be considered as a representation of actual conditions to be encountered during construction and does not relieve a bidder from the responsibility of making his own investigation of conditions to be encountered and basing his bid on information obtained from his own investigation. Any assumptions which a bidder may make from this data, the bidder makes at his own risk; none are intended by the City.

Certain types of documents relating to subsurface investigations are not included in this packet. These include correspondence and reports containing interpretations, opinions, and recommendations which may or may not be factual, accurate or consistent with design decisions. Individual test reports are not included where the results are otherwise summarized and made available in tabular form in one of the enclosed documents. The bidder is cautioned that any and all such interpretations, conclusions and recommendations are not represented or warranted to be accurate or reliable, and the City cannot be bound by them, whether or not it may appear to have "relied" on them. These subjective findings have not been confirmed or shown to be reliable, and the bidder assumes the sole risk of liability or loss if the bidder does rely on these documentary interpretations and conclusions to its detriment, delay or loss.

The bidder assumes all risks it may encounter in basing its order of work, equipment or personnel determinations, time of performance, cost of performance, working days needed, item bid prices, or any other element of the work, on the attached documents or any other documentation, not expressly warranted, which the bidder obtains from the City.

Sincerely,


Sean Matlock, PE
Project Engineer

JOB SPECIAL PROVISIONS TABLE OF CONTENTS (ROADWAY)

(Job Special Provisions shall prevail over General Special Provisions whenever in conflict therewith.)

A.	General - Federal JSP-09-02J	1
B.	Contract Liquidated Damages	1
C.	Work Zone Traffic Management	2
D.	Emergency Provisions and Incident Management JSP-90-11A	5
E.	Project Contact for Contractor/Bidder Questions	6
F.	Supplemental Revisions JSP-18-01Z	6
G.	Contractor Quality Control NJSP-15-42	14
H.	Utilities	15
I.	Measurement and Payment	18
J.	Optional Pavements	18
K.	Optional Shoulder JSP-13-03	19
L.	Contractor Furnished Surveying and Staking - SW	20
M.	Damage to Existing Pavement, Shoulders, Side Roads, and Entrances	20
N.	Removal and Delivery of Existing Signs JSP-12-01B	21
O.	Disposition of Existing Signal/Lighting and Network Equipment JSP-15-05A	21
P.	Liquidated Damages for Winter Months JSP-04-17A	22
Q.	Notice to Bidders of Third Party Concurrence in Award	22
R.	Obtaining Environmental Clearance for Project Specific Locations	23
S.	LPA Buy America Requirements LPA-18-08A	27

 THIS SHEET HAS BEEN SIGNED, SEALED AND DATED ELECTRONICALLY.	MISSOURI HIGHWAYS AND TRANSPORTATION COMMISSION 105 W. CAPITOL AVE. JEFFERSON CITY, MO 65102 Phone 1-888-275-6636
	OWN, INC. 2232 S. GARRISON AVE. CARTHAGE, MO 64836 Certificate of Authority: 000062 Consultant Phone: 417-358-9551
	If a seal is present on this sheet, JSP's have been electronically sealed and dated.
	JOB NUMBER: J7S3378; S6030(51) JASPER COUNTY, MO DATE PREPARED: 7/1/2023
	ADDENDUM DATE:
Only the following items of the Job Special Provisions (Roadway) are authenticated by this seal: All	

JOB
SPECIAL PROVISION

A. General - Federal JSP-09-02J

1.0 Description. The Federal Government is participating in the cost of construction of this project. All applicable Federal laws, and the regulations made pursuant to such laws, shall be observed by the contractor, and the work will be subject to the inspection of the appropriate Federal Agency in the same manner as provided in Sec 105.10 of the Missouri Standard Specifications for Highway Construction with all revisions applicable to this bid and contract.

1.1 This contract requires payment of the prevailing hourly rate of wages for each craft or type of work required to execute the contract as determined by the Missouri Department of Labor and Industrial Relations and requires adherence to a schedule of minimum wages as determined by the United States Department of Labor. For work performed anywhere on this project, the contractor and the contractor's subcontractors shall pay the higher of these two applicable wage rates. State Wage Rates, Information on the Required Federal Aid Provisions, and the current Federal Wage Rates are available on the Missouri Department of Transportation web page at www.modot.org under "Doing Business with MoDOT", "Contractor Resources". Effective Wage Rates will be posted 10 days prior to the applicable bid opening. These supplemental bidding documents have important legal consequences. It shall be conclusively presumed that they are in the bidder's possession, and they have been reviewed and used by the bidder in the preparation of any bid submitted on this project.

1.2 The following documents are available on the Missouri Department of Transportation web page at www.modot.org under "Doing Business with MoDOT"; "Standards and Specifications". The effective version shall be determined by the letting date of the project.

General Provisions & Supplemental Specifications

Supplemental Plans to July 2023 Missouri Standard Plans
For Highway Construction

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

B. Contract Liquidated Damages

1.0 Description. Liquidated Damages for failure or delay in completing the work on time for this contract shall be in accordance with Sec 108.8. The liquidated damages include separate amounts for road user costs and contract administrative costs incurred by the Commission.

2.0 Period of Performance. Prosecution of work is expected to begin on the date specified below in accordance with Sec 108.2. Regardless of when the work is begun on this contract, all work shall be completed on or before the date specified below. Completion by this date shall be in accordance with the requirements of Sec 108.7.1.

Notice to Proceed: **January 15, 2024**

Completion Date: **November 8, 2024**

2.1 Calendar Days. The count of calendar days will begin on the date the contractor starts any construction operations on the project.

Job Number	Calendar Days	Daily Road User Cost
S6030(51)	298	\$3200

3.0 Liquidated Damages for Contract Administrative Costs. Should the contractor fail to complete the work on or before the completion date specified in Section 2.0, or within the number of calendar days specified in Section 2.1, whichever occurs first, the contractor will be charged contract administrative liquidated damages in accordance with Sec 108.8 in the amount of **\$1,225** per calendar day for each calendar day, or partial day thereof, that the work is not fully completed. For projects in combination, these damages will be charged in full for failure to complete one or more projects within the above specified completion date or calendar days.

4.0 Liquidated Damages for Road User Costs. Should the contractor fail to complete the work on or before the completion date specified in Section 2.0, or within the number of calendar days specified in Section 2.1, whichever occurs first, the contractor will be charged road user costs in accordance with Sec 108.8 in the amount specified in Section 2.1 for each calendar day, or partial day thereof, that the work is not fully completed. These damages are in addition to the contract administrative damages and any other damages as specified elsewhere in this contract.

C. Work Zone Traffic Management

1.0 Description. Work zone traffic management shall be in accordance with applicable portions of Division 100 and Division 600 of the Standard Specifications, and specifically as follows.

1.1 Maintaining Work Zones and Work Zone Reviews. The Work Zone Specialist (WZS) shall maintain work zones in accordance with Sec 616.3.3 and as further stated herein. The WZS shall coordinate and implement any changes approved by the engineer. The WZS shall ensure all traffic control devices are maintained in accordance with Sec 616, the work zone is operated within the hours specified by the engineer, and will not deviate from the specified hours without prior approval of the engineer. The WZS is responsible to manage work zone delay in accordance with these project provisions. When requested by the engineer, the WZS shall submit a weekly report that includes a review of work zone operations for the week. The report shall identify any problems encountered and corrective actions taken. Work zones are subject to unannounced inspections by the engineer and other departmental staff to corroborate the validity of the WZS's review and may require immediate corrective measures and/or additional work zone monitoring.

1.2 Work Zone Deficiencies. Failure to make corrections on time may result in the engineer suspending work. The suspension will be non-excusable and non-compensable regardless if road user costs are being charged for closures.

2.0 Traffic Management Schedule.

2.1 Traffic management schedules shall be submitted to the engineer for review prior to the start of work and prior to any revisions to the traffic management schedule. The traffic management schedule shall include the proposed traffic control measures, the hours traffic control will be in place, and work hours.

2.2 The traffic management schedule shall conform to the limitations specified in Sec 616 regarding lane closures, traffic shifts, road closures and other width, height and weight restrictions.

2.3 The engineer shall be notified as soon as practical of any postponement due to weather, material or other circumstances.

2.4 In order to ensure minimal traffic interference, the contractor shall schedule lane closures for the absolute minimum amount of time required to complete the work. Lanes shall not be closed until material is available for continuous construction and the contractor is prepared to diligently pursue the work until the closed lane is opened to traffic.

2.5 Traffic Congestion. The contractor shall, upon approval of the engineer, take proactive measures to reduce traffic congestion in the work zone. The contractor shall immediately implement appropriate mitigation strategies whenever traffic congestion reaches an excess of 10 minutes to prevent congestion from escalating to 15 minute or above threshold. If disruption of the traffic flow occurs and traffic is backed up in queues of 15 minute delays or longer, then the contractor shall immediately review the construction operations which contributed directly to disruption of the traffic flow and make adjustments to the operations to prevent the queues from reoccurring. Traffic delays may be monitored by physical presence on site or by utilizing real-time travel data through the work zone that generate text and/or email notifications where available. The engineer monitoring the work zone may also notify the contractor of delays that require prompt mitigation. The contractor may work with the engineer to determine what other alternative solutions or time periods would be acceptable.

2.5.1 Traffic Safety.

2.5.1.1 Recurring Congestion. Where traffic queues routinely extend to within 1000 feet of the ROAD WORK AHEAD, or similar, sign on a divided highway or to within 500 feet of the ROAD WORK AHEAD, or similar, sign on an undivided highway, the contractor shall extend the advance warning area, as approved by the engineer.

2.5.1.2 Non-Recurring Congestion. When traffic queues extend to within 1000 feet of the ROAD WORK AHEAD, or similar, sign on a divided highway or to within 500 feet of the ROAD WORK AHEAD, or similar, sign on an undivided highway infrequently, the contractor shall deploy a means of providing advance warning of the traffic congestion, as approved by the engineer. The warning location shall be no less than 1000 feet and no more than 0.5 mile in advance of the end of the traffic queue on divided highways and no less than 500 feet and no more than 0.5 mile in advance of the end of the traffic queue on undivided highways.

3.0 Work Hour Restrictions.

3.1 Except for emergency work, as determined by the engineer, and long-term lane closures required by project phasing, all lanes shall be scheduled to be open to traffic during the five major holiday periods shown below, from 12:00 noon on the last working day preceding the holiday until 6:00 a.m. on the first working day subsequent to the holiday unless otherwise approved by the engineer.

Memorial Day
Labor Day
Thanksgiving

Christmas
New Year's Day

3.1.1 Independence Day. The lane restrictions specified in Section 3.1 shall also apply to Independence Day, except that the restricted periods shall be as follows:

When Independence Day falls on:	The Holiday is Observed on:	Halt Lane Closures beginning at:	Allow Lane Closures to resume at:
Sunday	Monday	Noon on Friday	6:00 a.m. on Tuesday
Monday	Monday	Noon on Friday	6:00 a.m. on Tuesday
Tuesday	Tuesday	Noon on Monday	6:00 a.m. on Wednesday
Wednesday	Wednesday	Noon on Tuesday	6:00 a.m. on Thursday
Thursday	Thursday	Noon on Wednesday	6:00 a.m. on Friday
Friday	Friday	Noon on Thursday	6:00 a.m. on Monday
Saturday	Friday	Noon on Thursday	6:00 a.m. on Monday

3.1.2 Marian Days. Noon, July 31, 2024 to August 4, 2024 Midnight, Sunday.

3.1.3 Maple Leaf Festival. Noon, October 18, 2024 to October 20, 2024 Midnight, Sunday.

3.2 The contractor shall not perform any construction operation on the active lanes, including the hauling of material within the project limits, during restricted periods, holiday periods or other special events specified in the contract documents.

3.3 Any work requiring a reduction in the number of through lanes on Route HH to one lane under flagger control shall be completed during nighttime hours. Nighttime hours shall be considered as 7:00 p.m. to 6:00 a.m. for this project.

4.0 Detours and Lane Closures.

4.1 When a changeable message sign (CMS) is provided, the contractor shall use the CMS to notify motorists of future traffic disruption and possible traffic delays one week before traffic is shifted to a detour or prior to lane closures. The CMS shall be installed at a location as approved or directed by the engineer. If a CMS with Communication Interface is required, then the CMS shall be capable of communication prior to installation on right of way. All messages planned for use in the work zone shall be approved and authorized by the engineer or its designee prior to deployment. When permanent dynamic message signs (DMS) owned and operated by MoDOT are located near the project, they may also be used to provide warning and information for the work zone. Permanent DMS shall be operated by the TMC, and any messages planned for use on DMS shall be approved and authorized by the TMC at least 72 hours in advance of the work.

4.2 At least one lane of traffic for the following traffic movements; Route HH, I-49SB on Ramp, and Dr. Russell Smith Way shall be maintained at all times except for brief intervals of time required when the movement of the contractor's equipment will seriously hinder the safe movement of traffic. Periods during which the contractor will be allowed to interrupt traffic will be designated by the engineer.

4.3 Plans were developed with the following construction staging plan to maintain traffic as per section 4.2. The contractor may submit a revised staging plan deemed equal or better. The engineer will be solely responsible for determining if the revised staging plan is deemed equal or better.

4.3.1 STAGE 1. Establish drainage path through project.

- A. Cut ditch between Ramp 4 proposed outlet and cut Dr. Russell Smith Way (DRSW) pipe exc. to junction and grade to existing DRSW pipe.
- B. Build Bypass from DRSW to Ramp 4 and include connection at DRSW and Ems Entrance. Build connection for DRSW under Flagger Control.
- C. Close Ramp 4 and move Ramp 4 traffic to DRSW, thru bypass, to I-49 SB. Excavate and build Ramp 4 drainage structure. Patch with Temporary Pavement.

4.3.2 STAGE 2. Build Dr. Russell Smith Way and part of roundabout 8.5 ft right of existing HH alignment.

- A. Switch traffic to Ramp 4 and close DRSW using two-way traffic to Bypass.
- B. Build DRSW and south portion of Roundabout including New Route HH west of roundabout to existing Ramp 4 roadbed near Sta. 283+70.
- C. Traffic switch from Ramp 4 to DRSW.

4.3.3 STAGE 3. Build the remaining roundabout circulatory road pavement and Ramp 4.

- A. Build the rest of Ramp 4 connection.
- B. Wedge and replace existing Route HH pavement under flagger control to split EB HH traffic to south side of new circulatory road and build remaining circulatory road north of existing HH on existing roadbed. WB HH traffic to remain on existing HH pavement.
- C. Establish traffic on new Route HH pavement with circulatory road in operation. Normal traffic pattern on DRSW and Ramp 4. Remove bypass with traffic on DRSW and Ramp 4.

4.3.4 STAGE 4. Close ramp 2 and build new ramp 2 embankment. Build part of new route HH and roundabout curbs and pavement from station 280+00.00 to sta. 284+00.00.

4.3.5 STAGE 5. Complete tie-ins (approx. Sta. 277+50 to sta. 280+00) and (approx. 284+00 to sta. 285+75) under flagger control one-lane two-way operation.

4.3.6 STAGE 6. Construct remaining items of work for the project with all lanes open and roundabout in operation.

5.0 Basis of Payment. No direct payment will be made to the contractor to recover the cost of equipment, labor, materials, or time required to fulfill the above provisions, unless specified elsewhere in the contract document. All authorized changes in the traffic control plan shall be provided for as specified in Sec 616.

D. Emergency Provisions and Incident Management JSP-90-11A

1.0 The contractor shall have communication equipment on the construction site or immediate access to other communication systems to request assistance from law enforcement or other emergency agencies for incident management. In case of traffic accidents or the need for law enforcement to direct or restore traffic flow through the job site, the contractor shall notify law enforcement or other emergency agencies immediately as needed. The area engineer's office shall also be notified when the contractor requests emergency assistance.

2.0 In addition to the 911 emergency telephone number for ambulance, fire or law enforcement services, the following agencies may also be notified for accident or emergency situation within the project limits.

Missouri Highway Patrol: Troup D Service Center: 417-359-1500
City of Carthage: Fire: 417-237-7100 Police: 417-237-7200
Jasper County Emergency Services: Communications: 417-359-9100

2.1 This list is not all inclusive. Notification of the need for wrecker or tow truck services will remain the responsibility of the appropriate law enforcement agency.

2.2 The contractor shall notify law enforcement and emergency agencies before the start of construction to request their cooperation and to provide coordination of services when emergencies arise during the construction at the project site. When the contractor completes this notification with law enforcement and emergency agencies, a report shall be furnished to the engineer on the status of incident management.

3.0 No direct pay will be made to the contractor to recover the cost of the communication equipment, labor, materials or time required to fulfill the above provisions.

E. Project Contact for Contractor/Bidder Questions

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

Sean Matlock, P.E., Project Manager
OWN, Inc.
2232 S. Garrison Ave.
Carthage, MO 64836
Telephone Number 417-358-9551
Email smatlock@weareown.com

F. Supplemental Revisions JSP-18-01Z

Compliance with [2 CFR 200.216 – Prohibition on Certain Telecommunications and Video Surveillance Services or Equipment](#).

The Missouri Highways and Transportation Commission shall not enter into a contract (or extend or renew a contract) using federal funds to procure or obtain equipment, services, or systems that uses covered telecommunications equipment or services as substantial or as critical technology as part of any system where the video surveillance and telecommunications equipment was produced by Huawei Technologies Company, ZTE Corporation, Hytera

Communications Corporation, Hangzhou Hikvision Digital Technology Company, or Dahua Technology Company (or any subsidiary or affiliate of such entities).

Stormwater Compliance Requirements

1.0 Description. This provision requires the contractor to provide a Water Pollution Control Manager (WPCM) for any project that includes land disturbance on the project site and the total area of land disturbance, both on the project site, and all Off-site support areas, is one (1) acre or more. Regardless of the area of Off-site disturbance, if no land disturbance occurs on the project site, these provisions do not apply. When a WPCM is required, all sections within this provision shall be applicable, including assessment of specified Liquidated Damages for failure to correct Stormwater Deficiencies, as specified herein. This provision is in addition to any other stormwater, environmental, and land disturbance requirements specified elsewhere in the contract.

1.1 Definitions. The project site is defined as all areas designated on the plans, including temporary and permanent easements. The project site is equivalent to the "permitted site", as defined in MoDOT's State Operating Permit. An Off-site area is defined as any location off the project site the contractor utilizes for a dedicated project support function, such as, but not limited to, staging area, plant site, borrow area, or waste area.

1.2 Reporting of Off-Site Land Disturbance. If the project includes any planned land disturbance on the project site, prior to the start of work, the contractor shall submit a written report to the engineer that discloses all Off-site support areas where land disturbance is planned, the total acreage of anticipated land disturbance on those sites, and the land disturbance permit number(s). Upon request by the engineer, the contractor shall submit a copy of its land disturbance permit(s) for Off-site locations. Based on the total acreage of land disturbance, both on and Off-site, the engineer shall determine if these Stormwater Compliance Requirements shall apply. The Contractor shall immediately report any changes to the planned area of Off-site land disturbance. The Contractor is responsible for obtaining its own separate land disturbance permit for Off-site areas.

2.0 Water Pollution Control Manager (WPCM). The Contractor shall designate a competent person to serve as the Water Pollution Control Manager (WPCM) for projects meeting the description in Section 1.0. The Contractor shall ensure the WPCM completes all duties listed in Section 2.1.

2.1 Duties of the WPCM:

- (a) Be familiar with the stormwater requirements including the current MoDOT State Operating Permit for construction stormwater discharges/land disturbance activities; MoDOT's statewide Stormwater Pollution Prevention Plan (SWPPP); the Corps of Engineers Section 404 Permit, when applicable; the project specific SWPPP, the Project's Erosion & Sediment Control Plan; all applicable special provisions, specifications, and standard drawings; and this provision;
- (b) Successfully complete the MoDOT Stormwater Training Course within the last 4 years. The MoDOT Stormwater Training is a free online course available at MoDOT.org;
- (c) Attend the Pre-Activity Meeting for Grading and Land Disturbance and all subsequent Weekly Meetings in which grading activities are discussed;

- (d) Oversee and ensure all work is performed in accordance with the Project-specific SWPPP and all updates thereto, or as designated by the Engineer;
- (e) Review the project site for compliance with the Project SWPPP, as needed, from the start of any grading operations until final stabilization is achieved, and take necessary actions to correct any known deficiencies to prevent pollution of the waters of the state or adjacent property owners prior to the engineer's weekly inspections;
- (f) Review and acknowledge receipt of each MoDOT Inspection Report (Land Disturbance Inspection Record) for the Project within forty eight (48) hours of receiving the report and ensure that all Stormwater Deficiencies noted on the report are corrected as soon as possible, but no later than stated in Section 5.0.

3.0 Pre-Activity Meeting for Grading/Land Disturbance and Required Hold Point. A Pre-Activity meeting for grading/land disturbance shall be held prior to the start of any land disturbance operations. No land disturbance operations shall commence prior to the Pre-Activity meeting except work necessary to install perimeter controls and entrances. Discussion items at the pre-activity meeting shall include a review of the Project SWPPP, the planned order of grading operations, proposed areas of initial disturbance, identification of all necessary BMPs that shall be installed prior to commencement of grading operations, and any issues relating to compliance with the Stormwater requirements that could arise in the course of construction activity at the project.

3.1 Hold Point. Following the pre-activity meeting for grading/land disturbance and subsequent installation of the initial BMPs identified at the pre-activity meeting, a Hold Point shall occur prior to the start of any land disturbance operations to allow the engineer and WPCM the time needed to perform an on-site review of the installation of the BMPs to ensure compliance with the SWPPP is met. Land disturbance operations shall not begin until authorization is given by the engineer.

4.0 Inspection Reports. Weekly and post run-off inspections will be performed by the engineer and each Inspection Report (Land Disturbance Inspection Record) will be entered into a web-based Stormwater Compliance database. The WPCM will be granted access to this database and shall promptly review all reports, including any noted deficiencies, and shall acknowledge receipt of the report as required in Section 2.1 (f.).

5.0 Stormwater Deficiency Corrections. All stormwater deficiencies identified in the Inspection Report shall be corrected by the contractor within 7 days of the inspection date or any extended period granted by the engineer when weather or field conditions prohibit the corrective work. If the contractor does not initiate corrective measures within 5 calendar days of the inspection date or any extended period granted by the engineer, all work shall cease on the project except for work to correct these deficiencies, unless otherwise allowed by the engineer. All impact costs related to this halting of work, including, but not limited to stand-by time for equipment, shall be borne by the Contractor. Work shall not resume until the engineer approves the corrective work.

5.1 Liquidated Damages. If the Contractor fails to complete the correction of all Stormwater Deficiencies listed on the MoDOT Inspection Report within the specified time limit, the Commission will be damaged in various ways, including but not limited to, potential liability, required mitigation, environmental clean-up, fines and penalties. These damages are not reasonably capable of being computed or quantified. Therefore, the contractor will be charged with liquidated damages specified in the amount of \$2,000 per day for failure to correct one or

more of the Stormwater Deficiencies listed on the Inspection Report within the specified time limit. In addition to the stipulated damages, the stoppage of work shall remain in effect until all corrections are complete.

6.0 Basis of Payment. No direct payment will be made for compliance with this provision.

Anti-Discrimination Against Israel Certification

By signing this contract, the Company certifies it is not currently engaged in and shall not, for the duration of the contract, engage in a boycott of goods or services from the State of Israel, companies doing business in or with Israel or authorized by, licensed by, or organized under the laws of the State of Israel, or persons or entities doing business in the State of Israel as defined by Section 34.600 RSMo. This certification shall not apply to contracts with a total potential value of less than One Hundred Thousand Dollars (\$100,000) or to contractors with fewer than ten (10) employees.

Ground Tire Rubber (GTR) Dry Process Modification of Bituminous Pavement Material

1.0 Description. This work shall consist of the dry process of adding ground tire rubber (GTR) to modify bituminous material to be used in highway construction. Existing GTR requirements in Section 1015 pertain to the wet process method of GTR modification that blends GTR with the asphalt binder (terminal blending or blending at HMA plant). The following requirements shall govern for dry process GTR modification. The dry process method adds GTR as a fine aggregate or mineral filler during mix production. All GTR modified asphalt mixtures shall be in accordance with Secs 401, 402, or 403 as specified in the contract; except as revised by this specification.

2.0 Materials. The contractor shall furnish a manufacturer's certification to the engineer for each shipment of GTR furnished stating the name of the manufacturer, the chemical composition, workability additives, and certifying that the GTR supplied is in accordance with this specification.

2.1 Product Approval. The GTR product shall contain a Trans-Polyoctenamer (TOR) added at 4.5 % of the weight of the crumb rubber or an engineered crumb rubber (ECR) workability additive that has proven performance in Missouri. Other GTR additives shall be demonstrated and proven prior to use such as a five-year field performance history in other states or performance on a federal or state-sanctioned accelerated loading facility.

2.2 General. GTR shall be produced from processing automobile or truck tires by ambient or cryogenic grinding methods. Heavy equipment tires, uncured or de-vulcanized rubber will not be permitted. GTR shall also meet the following material requirements:

Table 1 – GTR Material Properties		
Property	Test Method	Criteria
Specific Gravity	ASTM D1817	1.02 to 1.20
Metal Contaminates	ASTM D5603	$\leq 0.01\%$
Fiber Content	ASTM D5603	$\leq 0.5\%$
Moisture Content	ASTM D1509	$\leq 1.0\%^*$
Mineral Filler	AASHTO M17	$\leq 4.0\%$

*Moisture content of the GTR shall not cause foaming when combined with asphalt binder and aggregate during mix production

2.3 Gradation. The GTR material prior to TOR or ECR workability additives shall meet the following gradation and shall be tested in accordance with ASTM D5603 and ASTM D5644.

Table 2 – GTR Gradation	
Sieve	Percent Passing by Weight
No. 20	100
No. 30	98-100
No. 40	50-70
No. 100	5-15

3.0 Delivery, Storage, and Handling. The GTR shall be supplied in moisture-proof packaging or other appropriate bulk containers. GTR shall be stored in a dry location protected from rain before use. Each bag or container shall be properly labeled with the manufacturer's designation for the GTR and specific type, mesh size, weight and manufacturer's batch or Lot designation.

4.0 Feeder System. Dry Process GTR shall be controlled with a feeder system using a proportioning device that is accurate to within ± 3 percent of the amount required. The system shall automatically adjust the feed rate to always maintain the material within this tolerance and shall have a convenient and accurate means of calibration. The system shall provide in-process monitoring, consisting of either a digital display of output or a printout of feed rate, in pounds per minute, to verify feed rate. The supply system shall report the feed in 1-pound increments using load cells that will enable the user to monitor the depletion of the GTR. Monitoring the system volumetrically will not be allowed. The feeder shall interlock with the aggregate weight system and asphalt binder pump to maintain correct mixture proportions at all production rates.

Flow indicators or sensing devices for the system shall be interlocked with the plant controls to interrupt mixture production if GTR introduction rate is not within ± 3 percent. This interlock will immediately notify the operator if GTR introduction rate exceeds introduction tolerances. All plant production will cease if the introduction rate is not brought back within tolerance after 30 seconds. When the interlock system interrupts production and the plant has to be restarted, upon restarting operations; the modifier system shall run until a uniform feed can be observed on the output display. All mix produced prior to obtaining a uniform feed shall be rejected.

4.1 Batch Plants. GTR shall be added to aggregate in the weigh hopper. Mixing times shall be increased per GTR manufacturer recommendations.

4.2 Drum Plants. The feeder system shall add GTR to aggregate and liquid binder during mixing and provide sufficient mixing time to produce a uniform mixture. The feeder system shall ensure GTR does not become entrained in the exhaust system of the drier or plant and is not exposed to the drier flame at any point after introduction.

5.0 Testing During Mixture Production. Testing of asphalt mixes containing GTR shall not begin until at least 30 minutes after production or per additive supplier's recommendation.

6.0 Construction Requirements. Mixes containing GTR shall have a target mixing temperature of 325 F or as directed by the GTR additive supplier. The additive supplier's recommendations shall be followed to allow for GTR binder absorption/reaction. This may include holding mix in the silo to allow time for binder to absorb into the GTR. Rolling operations may need to be modified.

7.0 Mix Design Test Method Modification. A formal mixing procedure from the additive supplier shall be provided to the contractor and engineer that details the proper sample preparation, including blending GTR with the binder or other additives. Samples shall be prepared and fabricated in accordance with this procedure by the engineer and contractor throughout the duration of the project.

8.0 Mix design Volumetrics. Mix design volumetric equations shall be modified as follows:

8.1 Additional virgin binder added to offset GTR absorption of binder shall be counted as part of the mix virgin binder

8.2 GTR shall be included as part of the aggregate when calculating VMA of the mix.

8.2.1 GTR SPG shall be 1.15

8.3 Mix G_{sb} used to determine VMA shall be calculated as follows:

$$G_{sb (JMF)} = \frac{(100 - P_{bmw})}{\left(\frac{P_s}{G_{sb}} + \frac{P_{GTR}}{G_{GTR}}\right)}$$

where:

$G_{sb (JMF)}$ = bulk specific gravity of the combined aggregate including GTR

P_{bmw} = percent virgin binder by total mixture weight

P_s = percent aggregate by total mixture weight (not including GTR)

P_{GTR} = percent GTR by total mixture weight

G_{sb} = bulk specific gravity of the combined aggregate (not including GTR)

G_{GTR} = GTR specific gravity

8.4 G_{se} shall be calculated as follows:

$$G_{se} = \frac{(100 - P_b - P_{GTR})}{\left(\frac{100}{G_{mm}} - \frac{P_b}{G_b} - \frac{P_{GTR}}{G_{GTR}}\right)}$$

8.5 P_{be} shall be calculated as follows:

$$P_{be} = P_b - \frac{P_{ba}}{100} * (P_s + P_{GTR})$$

9.0 Minimum GTR Amount. The minimum dosage rate for GTR shall be 5 % by weight of total binder for an acceptable one bump grade or 10 % by weight of total binder for an acceptable two bump grade as detailed in the following table. Varying percentage blends of GTR and approved additives may be used as approved by the engineer with proven performance and meeting the specified requirements of the contract grade.

Contract Binder Grade	Percent Effective Virgin Binder Replacement Limits	Required Virgin Binder Grade	Minimum GTR Dosage Rate
PG 76-22	0 - 20	PG 70-22	5 %
		PG 64-22	10 %
PG 70-22	0 - 30	PG 64-22	5 %
		PG 58-28	10 %
PG 64-22	0 - 40*	PG 58-28	5 %
		PG 52-34	10 %
PG 58-28	0 - 40*	PG 52-34	5 %
		PG 46-34	10 %

* Reclaimed Asphalt Shingles (RAS) may be used when the contract grade is PG 64-22 or PG 58-28. RAS replacement shall follow the 2 x RAS criteria when calculating percent effective binder replacement in accordance Sec 401.

Buy America

In addition to Section 106.9 of the Missouri Standard Specifications for Highway Construction, the following requirements will also be in effect for this project.

1.0 Description. The Bipartisan Infrastructure Law (BIL) was enacted on November 15, 2021. The BIL includes Build America, Buy America Act Publication L. No. 117-58. This provision expands the Buy America requirements beyond what is currently only required for steel and iron products. The steel and iron provisions have not changed with the new bill. Cement and cementitious materials; aggregates such as stone, sand, or gravel; or aggregate binding agents or additives are excluded from this requirement. All other materials and manufactured products permanently incorporated into the project will be subject to Buy America requirements. There are three categories requiring Buy America Certification:

- a) Iron and steel – no changes to the current specification requirements.

- b) Manufactured products – these are currently exempted under the 1983 waiver from FHWA.
- c) Construction materials consisting primarily of:
- Non-ferrous metals;
 - Plastic and polymer-based products (including polyvinylchloride, composite build materials, and polymers used in fiber optic cables);
 - Glass (including optic glass);
 - Lumber; or
 - Drywall

1.1 All products and or materials will only be classified under one of these categories and not under multiple categories. It is the prime contractor's responsibility to assure all submittals required for Buy America are submitted to the Engineer prior to the products and or materials being incorporated in the job. The implementation of this policy will be in effect for all projects awarded after November 10, 2022.

1.2 New items designated as construction materials under this requirement will require the prime contractor to submit a material of origin form certification prior to incorporation into the project. The Certificate of Material origin form ([link to certificate form](#)) from the supplier and/or fabricator must show all steps of the manufacturing being completed in the United States. The Certificate of Material form shall be filed with the contract documents.

1.3 Any minor miscellaneous construction material items that are not included in the materials specifications shall be certified by the prime contractor as being procured domestically. The certification shall read "I certify all materials permanently incorporated in this project covered under this provision have been to the best of my knowledge procured and all manufactured domestically." The certification shall be signed by an authorized representative of the prime contractor.

1.4 The National Transportation Product Evaluation Program (NTPEP) compliance program verifies that some non-iron and steel products fabrication processes conform to 23 CFR 635.410 Buy America Requirements and an acceptable standard per 23 CFR 635.410(d). NTPEP compliant suppliers will not be required to submit step certification documentation with the shipment for some selected non-iron and steel materials. The NTPEP compliant supplier shall maintain the step certification documentation on file and shall provide this documentation to the engineer upon request.

2.0 Basis of Payment. Any costs incurred by the contractor by reason of compliance with the above requirements shall be considered as included in and completely covered by the unit price bid for the various items of work included in the contract.

Delete Sec 403.19.2 and substitute the following:

403.19.2 Lots. The lot size shall be designated in the contractor's QC Plan. Each lot shall contain no less than four sublots and the maximum sublot size shall be 1,000 tons. The maximum lot size shall be 4,000 tons for determination of pay factors. Sublots from incomplete

lots shall be combined with the previous complete lot for determination of pay factors. When no previous lot exists, the mixture shall be treated in accordance with [Sec 403.23.7.4.1](#). A new lot shall begin when the asphalt content of a mixture is adjusted in accordance with [Sec 403.11](#).

G. Contractor Quality Control NJSP-15-42

1.0 The contractor shall perform Quality Control (QC) testing in accordance with the specifications and as specified herein. The contractor shall submit a Quality Control Plan (QC Plan) to the engineer for approval that includes all items listed in Section 2.0, prior to beginning work.

2.0 Quality Control Plan.

- (a) The name and contact information of the person in responsible charge of the QC testing.
- (b) A list of the QC technicians who will perform testing on the project, including the fields in which they are certified to perform testing.
- (c) A proposed independent third-party testing firm for dispute resolution, including all contact information.
- (d) A list of Hold Points, when specified by the engineer.
- (e) The MoDOT Standard Inspection and Testing Plan (ITP). This shall be the version that is posted at the time of bid on the MoDOT website (www.modot.org/quality).

3.0 Quality Control Testing and Reporting. Testing shall be performed per the test method and frequency specified in the ITP. All personnel who perform sampling or testing shall be certified in the MoDOT Technician Certification Program for each test that they perform.

3.1 Reporting of Test Results. All QC test reports shall be submitted as soon as practical, but no later than the day following the test. Test data shall be immediately provided to the engineer upon request at any time, including prior to the submission of the test report. No payment will be made for the work performed until acceptable QC test results have been received by the engineer and confirmed by QA test results.

3.1.1 Test results shall be reported on electronic forms provided by MoDOT. Forms and Contractor Reporting Excel2Oracle Reports (CRE2O) can be found on the MoDOT website.

3.2 Non-Conformance Reporting. A Non-Conformance Report (NCR) shall be submitted by the contractor when the contractor proposes to incorporate material into the work that does not meet the testing requirements or for any work that does not comply with the contract terms or specifications.

3.2.1 Non-Conformance Reporting shall be submitted electronically on the Non-Conformance Report form provided on the MoDOT Website.

3.2.2 The contractor shall propose a resolution to the non-conforming material or work. Acceptance of a resolution by the engineer is required before closure of the non-conformance report.

4.0 Work Planning and Scheduling.

4.1 Two-week Schedule. Each week, the contractor shall submit to the engineer a schedule that outlines the planned project activities for the following two-week period. The two-week

schedule shall detail all work and traffic control events planned for that period and any Hold Points specified by the engineer.

4.2 Weekly Meeting. When work is active, the contractor shall hold a weekly project meeting with the engineer to review the planned activities for the following week and to resolve any outstanding issues. Attendees shall include the engineer, the contractor superintendent or project manager and any foreman leading major activities. This meeting may be waived when, in the opinion of the engineer, a meeting is not necessary. Attendees may join the meeting in person, by phone or video conference.

4.3 Pre-Activity Meeting. A pre-activity meeting is required in advance of the start of each new activity, except when waived by the engineer. The purpose of this meeting is to review construction details of the new activity. At a minimum, the discussion topics shall include: safety precautions, QC testing, traffic impacts, and any required Hold Points. Attendees shall include the engineer, the contractor superintendent and the foreman who will be leading the new activity. Pre-activity meetings may be held in conjunction with the weekly project meeting.

4.4 Hold Points. Hold Points are events that require approval by the engineer prior to continuation of work. Hold Points occur at definable stages of work when, in the opinion of the engineer, a review of the preceding work is necessary before continuation to the next stage.

4.4.1 A list of typical Hold Point events is available on the MoDOT website. Use of the Hold Point process will only be required for the project-specific list of Hold Points, if any, that the engineer submits to the contractor in advance of the work. The engineer may make changes to the Hold Point list at any time.

4.4.2 Prior to all Hold Point inspections, the contractor shall verify the work has been completed in accordance with the contract and specifications. If the engineer identifies any corrective actions needed during a Hold Point inspection, the corrections shall be completed prior to continuing work. The engineer may require a new Hold Point to be scheduled if the corrections require a follow-up inspection. Re-scheduling of Hold Points require a minimum 24-hour advance notification from the contractor unless otherwise allowed by the engineer.

5.0 Quality Assurance Testing and Inspection. The Engineer will perform quality assurance testing and inspection of the work, except as specified herein. The contractor shall utilize the inspection checklists provided in the ITP as a guide to minimize findings by the inspection staff. Submittal of completed checklists is not required, except as specified in 5.1.

5.1 Inspection and testing required in the production of concrete for the project shall be the responsibility of the contractor. Submittal of the 501 Concrete Plant Checklist is required.

6.0 Basis of Payment. No direct payment will be made for compliance with this provision.

H. Utilities

1.0 For informational purposes only, the following is a list of names, addresses, and telephone numbers of the known utility companies in the area of the construction work for this improvement:

<u>Utility Name</u>	<u>Known Required Adjustment</u>	<u>Type</u>
Spire Ken Stegall Construction Engineer 520 E 5th St Joplin, MO 64801 Phone: 417-626-4831 Email: Ken.Stegall@spireenergy.com	No; see 2.2 below	Gas
Carthage Water & Electric Plant Richard Graves 627 W. Centennial Ave. Carthage, MO 64836 Phone: 417-237-7301 Email: rgraves@cwep.com	No; see 2.3 below	Water & Sewer
ATT Distrubution Gene Lollis 727 S Pearl Ave Joplin, MO 64801 Phone: 417-499-7819 Email: il0967@att.com	No	Fiber Optic and Copper Communications
Lumen Bobby Kennedy 110 E. Hadley Street Republic, MO 65738 Phone: 417-860-4526	No	Fiber Optic
Bluebird David Porter 800 Chipman RD., Suite 5750 Lee's Summit, MO 64063 Phone: 816-304-3339 Email: david.porter@bluebirdnetwork.com	No	Fiber Optic
Liberty Utilities Justin Kanengieter 602 S Joplin, Ave. Joplin, MO 64801 Phone: 1-417-630-9343 Email: justin.kanengieter@libertyutilities.com	No	Electric, Roadway lighting power service.
MoDOT MoDOT Signal Shop 2455 N. Mayfair Ave. Springfield, MO 65803 Phone: 417-733-0664	Yes review 2.4 below and JSP N.	Signals and Lighting

1.1 The existence and approximate location of utility facilities known to exist, as shown on the plans, are based upon the best information available to the Commission at this time. This information is provided by the Commission "as-is" and the Commission expressly disclaims any representation or warranty as to the completeness, accuracy, or suitability of the information for any use. Reliance upon this information is done at the risk and peril of the user, and the Commission shall not be liable for any damages that may arise from any error in the information. It is, therefore, the responsibility of the contractor to verify the above listing information indicating existence, location and status of any facility. Such verification includes direct contact with the listed utilities.

1.2 The contractor agrees that any effects of the presence of the utilities, their relocation, contractor's coordination of work with the utilities and any delay in utility relocation shall not be compensable as a suspension of work, extra work, a change in the work, as a differing site condition or otherwise including but, without limitation, delay, impact, incidental or consequential damages. The contractor's sole remedy for the effects of the presence of utilities, delay in their relocation or any other effects shall be an excusable delay as provided in Section 105.7.3. The contractor waives, for itself, its subcontractors, and suppliers the compensability of the presence of utilities, delay in their relocation and any cost to the contractor, its subcontractors and suppliers in any claim or action arising out of or in relation to the work under the contract.

1.3 The contractor shall be solely responsible and liable for incidental and consequential damage to any utility facilities or interruption of the service caused by it or its subcontractors operation. The contractor shall hold and save harmless the Commission from damages to any utility facilities interruption of service by it or its subcontractor's operation.

2.0 The contractor shall be solely responsible for contacting Missouri One Call (800 Dig Rite) to locate utilities in the project area.

2.1 While no water, electric or communication lines require relocation, the contractor is advised that all are in proximity to the project and shall be field verified. Caution will be needed in these areas so as not to disturb or damage these utilities.

2.2 A 10" steel gas line and 4" plastic gas line owned and maintained by Spire Energy crosses excavated areas on the south side of Route HH under the existing outer road and ramp. Embankment excavation and drainage structure are established in the plans to avoid disturbing the 10" steel and 4" plastic gas lines without disruption of service. **The Contractor shall contact Spire Energy for an on-site representative of Spire for planned excavation of embankment or structures in the following areas:**

- The east ditch of the new outer road near Station 2+30, 83 feet left crossing the 10" steel gas line. The contractor is advised additional excavation may be requested in ditch line at this location to plan elevations if drainage structure excavation for culvert crossing the outer road begins.
- The east ditch of the new outer road near Station 4+60, 407 feet left crossing the 4" plastic gas line.
- The west ditch of the new Ramp4 crossing the 10" steel near Station 3+33, 80' right.
- The pipe crossing under the new outer road near the 10" steel gas line 173' right of outer road on as skew as shown in the culvert section plans from Station 1+18 and Existing Rte HH sections Sta. 280+75 110' right.

2.3 A pressurized sewer line owned and maintained by Carthage Water and Electric Plant (CWEP) is located near the outlet of the proposed drainage structure under the outer road DRSW. The drainage structure is placed to avoid the pressurized sanitary sewer to avoid disruption of service of CWEP facilities. **The contractor shall contact CWEP for an on-site representative of CWEP for planned excavation of the drainage structure for the following area:**

- The pipe crossing under the new outer road near the pressurized sanitary sewer line line 340' to 380' right of outer road on as skew as shown in the culvert section plans from Station 0+58.88 and Existing Rte HH sections from Sta. 278+50 - 80' right to 279+00 - 80' right.

2.4 Existing electrical service connection for signals and lighting shall be maintained in service and used for new highway lighting power supply.

I. Measurement and Payment

1.0 Method of Payment. Delete this Sec 109.6 in its entirety and substitute the following:

109.6 Method of Payment. The Contractor shall submit a copy of the payment estimate to the Engineer for review, approval, and forwarding to the City. The City will make payment to the Contractor within 30 days of their acceptance of the pay estimate. More details regarding payment will be discussed during the preconstruction meeting.

2.0 Material Allowance. Delete Sec 109.7.2 in its entirety and substitute the following:

109.7.2 Material Allowance. The engineer may, in any payment estimate include the value of any non-perishable material that will be finally incorporated in the completed work. The material shall be in conformity with the plans and specifications in the contract, and shall not have been used at the time of such estimate. The required certifications of such materials shall be submitted prior to the payment estimate. The material shall be delivered to the project or other location that is approved by the engineer. Any storage area not within the right of way shall be leased at the contractor's expense with provision for right of entry by the engineer during the period of storage. Certifications and invoices for material payment shall be submitted to the engineer at least 4 days prior to the estimate date. Receipted invoices for all material payments previously allowed on the estimate shall be submitted to the engineer within 42 days of the date of the estimate on which material allowance was made or such material allowance will be deducted from future payments. The amounts paid for such material shall reduce the amount of other partial or final payments due the contractor for the work performed as the materials are fabricated or incorporated in the completed work.

3.0 Price Adjustment for Fuel and Asphalt Cement. Delete Sec 109.14 and Sec 109.15 in their entirety.

J. Optional Pavements

1.0 Description. This work shall consist of a pavement composed of either Portland cement concrete or asphaltic concrete constructed on a prepared subgrade. This work shall be performed in accordance with the standard specifications and as shown on the plans or established by the engineer.

2.0 The quantities shown reflect the total square yards of pavement surface designated for each pavement type as computed and shown on the plans.

2.1 No additional payment will be made for asphaltic concrete mix quantities to construct the required 1:1 slope along the edge of the pavement, or for tack applied between lifts of asphalt.

2.2 No additional payment will be made for aggregate base quantities outside the limits of the final surface area as computed and shown on the plans. When A2 shoulders are specified, payment for aggregate base will be as shown on the plans.

2.3 The grading shown on the plans was designed for the thinner pavement option. For projects with grading in the contract, there will be no adjustment of the earthwork quantities due to adjusting the roadway subgrade for optional pavements.

2.4 The contractor shall comply with Sections 401 through 403 for the asphalt option and Sections 501 and 502 for the concrete option.

2.5 Pavement options composed of Portland cement concrete shall have contrast pavement marking for intermittent markings (skips), dotted lines, and solid intersection lane lines. The pavement markings shall be in accordance with Section 620. No additional payment will be made for the contrast pavement markings.

3.0 Method of Measurement. The quantities of concrete pavement will be measured in accordance with Section 502.14. The quantities of asphaltic concrete pavement will be measured in accordance with Section 403.22.

4.0 Basis of Payment. The accepted quantity of the chosen option will be paid for at the contract unit bid price for Item 401-99.05, Optional Pavement, per square yard.

4.1 For projects with previously graded roadbeds, any additional quantities required to bring the roadway subgrade to the proper elevation will be considered completely covered by the pay item for Subgrading and Shouldering.

K. Optional Shoulder JSP-13-03

1.0 The bid item for the shoulder material is for the bituminous asphalt option, however, a Concrete Shoulder option is allowed as shown on the typical section and as specified herein.

1.1 Should the contractor choose to construct the Concrete Shoulder option, notification should be given to the engineer in advance of the work so that a change order can be issued to facilitate payment of the Concrete Shoulder with a contingent item as specified herein.

1.2 For the Concrete Shoulder option, a zero-cost change order will be issued to deduct the theoretical tonnage of asphalt mixture necessary to construct the shoulder, and a contingent item for the total volume of Concrete Shoulder will be added to the change order. The engineer will determine the theoretical tonnage of asphalt and the total cubic yards of Concrete Shoulder. No additional payment will be made for a Concrete Shoulder rumble strip.

1.3 The theoretical tonnage of asphalt will be determined by converting the theoretical volume to weight using a factor of 1.98 tons/cubic yard. The theoretical volume is the total amount of

asphalt material needed to construct the shoulder and Safety Edgesm, according to the typical section.

1.4 The tonnage will be deducted from the contract and replaced with the computed volume of Concrete Shoulder (cubic yards). The contingent item for Concrete Shoulder would include both providing and placing the Concrete Shoulder. The total price for the concrete shoulder will be equivalent to the computed total price of the theoretical tonnage of asphalt mixture necessary to construct the shoulder. A unit price will be determined by dividing the total concrete price by the total computed concrete volume.

2.0 Construction Requirements. Concrete Shoulder shall meet the applicable requirements of Sec 502. Roller Compacted concrete is an allowable option for the Concrete Shoulder.

3.0 Method of Measurement. For the Concrete Shoulder option, measurement shall be made per cubic yard.

4.0 Basis of Payment. For the Concrete Shoulder option, the accepted quantity of Concrete Shoulder will be paid for at the established unit price. The Concrete Shoulder rumble strip will be paid for at the unit price bid for the bituminous shoulder rumble strip.

L. Contractor Furnished Surveying and Staking - SW

In addition to the requirements of Section 627 of the Missouri Standard Specifications for Highway Construction, the following shall apply:

1.0 Description. The contractor shall be responsible for all layout required on the project. This responsibility shall include, but not be limited to the following: Construction signing, transition milling, pavement marking, loop detectors, etc.

1.1 The above list is not all inclusive. The contractor shall have the primary responsibility for these operations. The contractor shall provide the Resident Engineer (RE) with a staking plan layout for approval prior to the installation of signs. The RE will also provide assistance during this layout provided a request is submitted to the RE or Construction Project Manager 48 hours in advance. This will ensure that all permanently mounted traffic control devices remain consistent with District policy and avoid re-staking. If the contractor installs any signs without engineer approval, all costs associated with re-staking and/or relocation will be at the contractor's expense.

1.2 The intent of this provision is to increase the quality of our work zones and minimize negative impacts to the contractor's schedule that can result from delays in staking.

1.3 Any adjustments to the plan quantities or line numbers established in the contract shall be approved by the Engineer.

2.0 Basis of Payment. No direct payment will be made to cover the costs associated with these additional requirements. All costs will be considered completely covered by the unit bid price submitted for Contractor Furnished Surveying and Staking.

M. Damage to Existing Pavement, Shoulders, Side Roads, and Entrances

1.0 Description. This work shall consist of repairing any damage to existing pavement, shoulders, side roads and entrances caused by contractor operations. This shall include, but is not limited to, damage caused by the traffic during contractor operations within the project limits including the work zone signing.

2.0 Construction Requirements. Any cracking gouging, or other damage to the existing pavement, shoulders, side roads, or entrances from general construction shall be repaired within twenty-four (24) hours of the time of damage at the contractor's expense. Repair of the damaged pavement, shoulders, side roads, or entrances shall be as determined by the engineer.

3.0 Method of Measurement. No measurement of damaged pavement or shoulder areas or damaged side roads or entrances as described above shall be made.

4.0 Basis of Payment. No payment will be made for repairs to existing pavement, shoulders, side roads or entrances damaged by contractor expenses.

N. Removal and Delivery of Existing Signs JSP-12-01B

1.0 Description. All Commission-owned signs removed from the project shall remain the property of the Commission and shall be disassembled and delivered as specified herein.

2.0 Disassembly and Delivery. All Commission-owned signs, not to include abandoned billboard signs, designated for removal in the plans, and any other signs designated by the engineer, shall be removed by the contractor and delivered to the address below. The contractor shall call the phone number listed below 48 hours prior to delivery and make arrangements for delivery during normal business hours.

MoDOT Carthage Maintenance Lot

16623 Inca Road

Carthage, MO 64836

Contact: Craig Leake – Maintenance Supervisor – (417) 621-6530 or (417) 493-5348

2.1 Signs shall be removed from sign supports and structures prior to delivery. Sign supports and structures shall become the property of the Contractor and removed from the project. Any oversized sign panels shall be disassembled or cut into widths of 8-feet or less with no restriction on length. Signs shall be stacked neatly in bins provided by MoDOT at the delivery site.

3.0 Basis of Payment. All costs associated with removing, disassembling, storing, and transporting of signs shall be considered as completely covered by the contract unit price for Item No. 202-20.10, "Removal of Improvements", per lump sum.

O. Disposition of Existing Signal/Lighting and Network Equipment JSP-15-05A

1.0 Description. All controllers, cabinets, cabinet equipment, network equipment, DMS equipment, antennas, radios, modems, and other equipment noted in the plans shall be removed by the contractor and delivered to the following location:

Commission's Maintenance Lot

2800 Stephens Blvd.
Joplin, MO 64804

Contact: Shannon Johnson – Traffic Supervisor – (417) 621-6567 or (417) 291-6195

2.0 Signal Equipment. All equipment other than network communication devices noted in 3.0 are to be transported to the address listed above. The contractor shall notify the Commission's representative 24 hours prior to each delivery by calling the phone number listed above and ask for the field traffic supervisor.

3.0 Network Communication Devices. Devices such as CCTV cameras and domes, video encoders, device servers, Ethernet switches, media converters, and radio assemblies are to be transported to the address listed below. The contractor shall notify the Commission's representative 24 hours prior to each delivery by calling phone number listed below and providing details for the delivery.

Commission's TMC
2800 Stephens Blvd.
Joplin, MO 64804

Contact: Shannon Johnson – Traffic Supervisor – (417) 621-6567 or (417) 291-6195

4.0 The contractor shall exercise reasonable care in the handling of the equipment during the removal and transportation. Should any of the equipment be damaged by the contractor's negligence, it shall be replaced at the contractor's expense. The contractor shall dispose of any other equipment. Delivery shall be within 2 working days of removal. All items returned shall be tagged with the date removed, project number and location/intersection.

5.0 Basis of Payment. Payment for removal, handling and transportation of all equipment specified shall be considered completely covered by the contract unit price for 202-20.10, Removal of Improvements, per lump sum.

P. Liquidated Damages for Winter Months JSP-04-17A

Delete Sec 108.8.1.3 (a)

Liquidated damages for failure to complete the work on time shall not be waived from December 15 to March 15, both dates inclusive.

Q. Notice to Bidders of Third Party Concurrence in Award

1.0 Bidders are advised that the City of Carthage (City) is party to a contract with the Missouri Highways and Transportation Commission (Commission) which provides that the Commission shall provide substantial funds for construction of Job No. J7S3378 by reason of which the Commission has the right to concur or not concur in City's award of a contract for this job.

2.0 Bidders acknowledge that their bids are made with knowledge of and subject to the condition of the Commission concurrence in and prior authorization of any award of a contract for this job by the City.

3.0 Bidders agree that they shall be estopped, both in law and equity, to assert any right to award of a contract for this job by the City should the Commission not concur in that award for

any reason.

R. Obtaining Environmental Clearance for Project Specific Locations

1.0 Description. This provision provides guidelines for obtaining environmental clearance at project-specific locations outside of the awarded plan boundaries for disturbed areas such as:

Borrow Sites	Haul Roads
Burn Pits	Staging Areas
and Spoil Sites.	

1.1 The necessary clearances for disturbed areas outside of the awarded plan boundaries such as those referenced above shall be obtained prior to using these areas for projects. The contractor is encouraged to consider using material from previously disturbed locations (substantial disturbance) or disturbed areas that have previously been cleared, precluding the need to address most, if not all, of the issues described below. The contractor should include the federal project number on all correspondence. The following addresses the primary environmental issues related to clearance of disturbed areas such as borrow sites.

2.0 The Endangered Species Act The Federal Endangered Species Act protects rare species and their habitats. The U.S. Fish and Wildlife Service (USFWS) administers the Act. Violations of this act can result in extensive project delays and severe fines. To determine if an activity will impact any rare species or their habitats, contact the Missouri Department of Conservation's Policy and Coordination Section at (573) 751-4115 to request a query of the MDC Heritage Database. All queries must be accompanied by a good quality map illustrating the location of the proposed site with a description of the activity. Allow at least three weeks for a response to all requests.

2.1 If there are no known records of rare species or sensitive habitats at the proposed site, and it is unlikely that any will be impacted by the activity, the contractor will be given clearance to proceed. However, if rare species are known or likely to occur at the site, or known critical habitat exists, further coordination with MDC and the USFWS will be necessary. Written clearance from the U.S. Fish and Wildlife Service may be required before the project can proceed.

Missouri Department of Conservation (MDC)
Planning Division
P.O. Box 180
Jefferson City MO 65102-0180
Telephone Number (573) 751-4115 or FAX (573) 751-4495

U.S. Fish and Wildlife Service (FWS)
Columbia Field Office
101 Park DeVille Drive - Suite A
Columbia, MO 65203-0007
Telephone Number (573) 234-2131 or Fax (573) 234-2182

3.0 Floodplain/Regulatory Floodway An evaluation of floodplain impacts is mandated by Executive Order 11988, Floodplain Management, and subsequent federal floodplain management guidelines. When available, flood hazard boundary maps ([National Flood Insurance Program](#)) and flood insurance studies for the project area are used to determine the limits of the base (100-year) floodplain and the extent of encroachment.

3.1 The Federal Emergency Management Agency (FEMA) and Federal Highway Administration (FHWA) guidelines 23 CFR 650 have identified the base (100-year) flood as the flood having a one percent probability of being equaled or exceeded in any given year. The base floodplain is the area of 100-year flood hazard within a county or community. The [regulatory floodway](#) is the channel of a stream plus any adjacent floodplain areas that must be kept free of encroachment so that the 100-year flood discharge can be conveyed without increasing the base flood elevation more than a specified amount. FEMA has mandated that projects can cause no rise in the regulatory floodway, and a one-foot cumulative rise for all projects in the base (100-year) floodplain. For projects that involve the state of Missouri, the State Emergency Management Agency (SEMA) issues [floodplain development permits](#). In the case of projects proposed within regulatory floodways, a ["No-Rise" Certification](#), if applicable, should be obtained prior to issuance of a permit.

3.2 Questions regarding floodplain and regulatory floodway should be addressed to:

SEMA
P.O. Box 116
Jefferson City MO
65102
(573) 526-9141

Documentation of consultation with SEMA regarding the presence of 100-year floodplain/regulatory floodway should be included in the final collection of information to be submitted to MoDOT staff.

4.0 Federal Emergency Management Agency (FEMA) Buyout Lands The Flood Disaster Protection Act of 1973, as amended by the Disaster Relief and Emergency Assistance Act of 1988 (The Stafford Act), identified the use of disaster relief funds under Section 404 for the Hazard Mitigation Grand Program (HMGP), including the acquisition and relocation of flood damaged property. The Volkmer Bill further expanded the use of HMGP funds under Section 404 to "buy out" flood damaged property, which had been affected by the Great Flood of 1993.

4.1 There are numerous restrictions on these FEMA buyout properties. No structures or improvements may be erected on these properties unless they are open on all sides. The site shall be used only for open space purposes, and shall stay in public ownership. These conditions and restrictions (among others), along with the right to enforce same, are deemed to be covenants running with the land in perpetuity and are binding on subsequent successors, grantees, or assigns. Any decision involving these properties should take into consideration that 2-3 years is necessary to process an exemption from FEMA to utilize this parcel. This exemption would likely be a permanent easement rather than a transfer of property. If any proposed site is located on a FEMA buyout property, an alternative site should be chosen.

5.0 Farmland Protection In order to comply with the Farmland Protection Policy Act, which has the purpose of minimizing Federal programs' contributions to the unnecessary and irreversible conversion of farmland caused by nonagricultural uses, the Form AD-1006 will need to be completed. This can be accomplished through coordination with United States Department of Agricultural (USDA)-Natural Resources Conservation Service (NRCS), and the completion of Form AD-1006. To receive the Form AD-1006, call the NRCS State office in Columbia at (573) 876-9411. An aerial map of the site or sites will also be required with the area to be disturbed identified on the map. This aerial map can be obtained from the local SCS office. In some areas of the state this office may be located in an adjoining county.

5.1 The contractor will need to complete Parts I and III of Form AD-1006. The form should then be sent to the NRCS State Office for completion of Parts II, IV and V. The address for NRCS State Office is:

Mr. Dennis Potter
State Soil Scientist
Natural Resource Conservation Service
601 Business Loop 70 West
Parkade Center, Suite 250
Columbia, MO 65203
1-573-876-9411

After the NRCS office returns the form, the contractor will complete remaining Parts VI and VII. The contractor will provide a copy of the completed form to the MoDOT district contact to document compliance with the Farmland Protection Policy Act.

6.0 Wetlands Federal executive order has decreed a national policy of "no net loss of wetlands." Under this policy, impacts to wetlands must be avoided if at all practical. Where wetlands are impacted, these impacts must be mitigated by construction or enhancement of a like quantity **and** quality of new wetlands. For these reasons, avoiding impacts to wetlands is a primary goal.

6.1 To determine whether wetlands occur on a site, contact the USDA, NRCS. The NRCS has identified and mapped wetlands as a requirement under the Food Security Act. These maps are available from county NRCS offices, usually located in the county seat. For all other non-farmland sites, consult the [US Fish and Wildlife Service's Wetlands Map](#). If wetlands are identified on Food Security Act wetland maps, a site visit may be needed to confirm the location of wetlands. If there are no wetland impacts, no other action need be taken.

6.2 If there are any questions about the extent of wetlands in the event that wetlands cannot be avoided, contact the U.S. Army Corps of Engineers (COE). If wetlands cannot be avoided, a COE Section 404 permit would be processed through the appropriate COE district. There are five COE districts in Missouri. Information about COE district locations, addresses and phone numbers is available on [the COE website](#).

7.0 Water Quality/Land Disturbance The National Pollutant Discharge Elimination Systems (NPDES) program regulates construction activities where 1 acre or more of land is disturbed. If the project proponent has a general NPDES permit for all of their construction activities, this is adequate. If the project proponent does not have a valid general permit and the site to be disturbed is greater than 1 acre in size, a project-specific NPDES permit from DNR is required. If the project is entirely within MoDOT right of way, the sponsor may use MoDOT's general permit. In either case, the sponsor will need to develop a site-specific stormwater pollution prevention plan for the project. The sponsor shall contact the Missouri Department of Natural Resources (DNR) NPDES Storm Water Program office at (573) 751-1300 or (800) 361-4827 for further directions. A few cities (Kansas City, Columbia, and others) and counties have obtained their own land disturbance permits from DNR for generic land disturbance purposes; see additional discussion on stormwater and erosion control in MoDOT'S Engineering Policy Guide article [136.4 Environmental and Cultural Requirements](#) of the LPA Policy.

8.0 Hazardous Waste Sites More than likely, areas to be disturbed will be located in rural areas that have been used for agriculture or similar purposes. Hazardous wastes are most typically associated with commercial or previous industrial properties.

8.1 If the proposed area is previously tilled farmland or pasture, and has not been used for any commercial activity or dumping, hazardous wastes are unlikely. The contractor should simply document the existing and historic land use of the parcel and tell how this assessment was obtained.

8.2 In nonrural, suburban or commercial areas a nonintrusive investigation may be used to "diagnose" the environmental conditions of a selected site. The following is a list of suggested items, but not inclusive, for a cursory nonintrusive investigation.

Examine any noticeable contamination in the form of surface staining, oil sheen, odors, stressed vegetation, spills, leaks, illegal dumping, etc.

Conduct interviews of local citizens and current owners to identify past land use practices and hazardous waste management practices.

Consult with local and state (Missouri Department of Natural Resources, Hazardous Waste Program, 573-751-3176) environmental regulatory agencies to identify if any past problems (complaints, citations, etc.) have occurred at the site, if any permits/licenses have been filed for the site, or if enforcement actions have occurred.

If the above analyses produce negative results, the contractor should provide documentation to the MoDOT Design Division-Environmental Section as to who was contacted and the results of the contact. However, if through the search for information described above, potential problems are identified, it would be wise to locate another site.

8.3 The potential to encounter wastes from sites that are unknown should always be a consideration. Any unknown sites that are found will be handled in accordance with Federal and State Laws and Regulations.

9.0 Historic Preservation All jobs requiring environmental clearance for historic preservation (archaeological sites, buildings, and structures) must be reviewed and approved by the State Historic Preservation office (SHPO), Department of Natural Resources. To initiate SHPO's review and clearance of a proposed site for cultural resources, a "Section 106 Project Information Form" must be completed and submitted to SHPO along with a copy of a United States Geological Survey (USGS) topographic map indicating the location of the project. In addition, photographs of any structures that will be impacted must be provided. The "Section 106 Project Information Form" can be obtained from the [SHPO website](#) or requested from the SHPO by telephone, (573) 751-7858, or mail:

Missouri Department of Natural Resources
State Historic Preservation Office
Attn: Section 106 Review
P.O. Box 176
Jefferson City, MO, 65102-0176

9.1 Based on the information supplied, SHPO may clear the project at that time or request that the contractor acquire the services of an archaeological consultant to conduct a historic preservation survey of the proposed area. A listing of currently acceptable and available archaeological consultants who can complete a survey if required can be viewed at [the SHPO's website](#). Any questions can be directed to the Design Division-Historic Preservation Section, at (573) 751-0473.

10.0 Public Land If borrow sites are proposed on any publicly owned land, contact the [MoDOT district representative](#) before proceeding. Section 4(f) of the Department of Transportation Act of 1966 (now codified as 49 U.S.C. 303 and 23 U.S.C. 138) protects certain

public lands. Section 4(f) requires that all U.S. DOT-funded transportation projects must avoid impacts to public parkland and wildlife refuges (and cultural resources deemed eligible for the National Register of Historic Places), unless it is successfully demonstrated that no feasible and prudent alternative exists that avoid "use" or impacts to the park or refuge. It is strongly recommended that public lands not be considered as potential borrow sites.

10.1 Once the contractor has obtained all of the above information, it should be provided to the MoDOT district contact. The transmittal letter must include **county, route and job number** of the project, along with a map depicting the location and limits of the site(s).

S. LPA Buy America Requirements LPA-18-08A

106.9 Buy America Requirement. On all federal-aid projects, the contractor's attention is directed to Title 23 CFR 635.410 Buy America Requirements and the Bipartisan Infrastructure Law (2021) Build America, Buy America Act Publication L. No. 117-58 regarding Buy America provisions on the procurement of foreign products and materials. Where steel or iron products or construction materials consisting primarily of non-ferrous metals, plastic and polymer-based products, glass, lumber or drywall are to be permanently incorporated into the contract work, these material shall be manufactured in the USA except for "minor usage" as described herein. Furthermore, any coating process of the steel or iron shall be performed in the USA. The use of pig iron and processed, pelletized and reduced iron ore manufactured outside of the USA will be permitted in the domestic manufacturing process for steel or iron material.

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

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

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

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

106.9.3.2 Items designated as Category 2 will include all other steel or iron products not in Category 1 and the construction materials under this requirement which are permanently incorporated in the project. Category 2 items shall consist of, but not be limited to items such as

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

106.9.3.3 Any minor miscellaneous construction material, steel or iron items that are not included in the materials specifications shall be certified by the prime contractor as being procured domestically. Examples of these items would be bolts for sign posts, anchorage inserts, etc. The certification shall read "I certify all materials permanently incorporated in this project covered under this provision have been to the best of my knowledge procured and all manufactured domestically." The certification shall be signed by an authorized representative of the prime contractor.

106.9.3.4 The National Transportation Product Evaluation Program (NTPEP) compliance program verifies that some non-iron and steel products fabrication processes conform to 23 CFR 635.410 Buy America Requirements and an acceptable standard per 23 CFR 635.410(d). NTPEP compliant suppliers will not be required to submit step certification documentation with the shipment for some selected non-iron and steel materials. The NTPEP compliant supplier shall maintain the step certification documentation on file and shall provide this documentation to the engineer upon request.

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

106.9.5 Basis of Payment. Any costs incurred by the contractor by reason of compliance with the above requirements shall be considered as included in and completely covered by the unit price bid for the various items of work included in the contract.

Required Contract Provisions Federal-Aid Construction Contracts, FHWA 1273

Environmental and Cultural Permits and Clearances

This RER has been completed, only administrators may edit this document now, they will contact you if any information changes.

Date Completed: 06/08/2021
Completed By: Kyle Grayson

Request for Environmental Review Form#:2020-04-00201

☐ Alternative Project Delivery Method (such as Design/Build)

Project Information

Prefix:	ACSTBG	Project Number:	S603051	Bridge Number:	
District:	Southwest	County:	JASPER	Sponsor:	City of Carthage
				Sponsor Email:	
TIP Number:		Rte/Street:	Rte HH - Fir Rd		
MoDOT Job Number:	7S3378	TIGER Grant Funds:		Is this project on or adjacent to MoDOT Right of Way:	Yes
Location/Stream Crossing :					
TMS Project Description - termini (no stations):	RT HH E, JASPER, Payment to Carthage for addition of roundabout at I-49 southbound exit ramp and Dr. Russell Smith Way in Carthage.				
Describe RER project improvements in full detail:	The project purpose is two-fold. First, it will provide a much needed realignment of south bound entry and exit ramps of I-49 to alleviate congestion on Missouri State HH. Second, it will provide access to a proposed 680-acre industrial park which is being developed by the City of Carthage in conjunction with the Carthage Chamber of Commerce.				
District Liaison:	Julie Zibert - 417-621-6553	Contact:	None selected		
Email:	Julie.Zibert@modot.mo.gov	Email:			
Contact:	None selected	Contact:	None selected		
Email:		Email:			
Date Desired:	05/16/2020	Submit Date:	04/16/2020		
Desired A-Date:					
Responsible Individual:	Sean Matlock - (4/16/2020 11:15:02 AM) - 417-793-7680		Submitted By:	Sean Matlock - (4/16/2020 12:00:00 AM) - 417-793-7680	
Existing Condition					
ADT:	5522	Speed Limit:	45		
Number of Travel Lanes:	2	Lane Width:	12		
Shoulder Width:	4	Curb and Gutter:	No		
Bridge width, measured from gutterline to gutterline:		Sidewalks:	None		
Proposed Design Improvement					
ADT:	9980	Speed Limit:	45	Design Speed:	45
Number of Travel Lanes:	2	Lane Width:	12		
Shoulder Width:	4	Curb and Gutter:	Yes		
Bridge width, measured from gutterline to gutterline:	0	Sidewalks:	None		
Bridge Length:		Roadway length:	0.20 mi		
Railroad Crossing	Choose One...	Drainage District (If Applicable):	Choose One...		

Program Year:

Preliminary Engineering: 2020

Right of Way: 2021

Construction: 2021

Has the sponsor documented that the project has: 1. Independent utility, 2. Logical termini, and 3. Does not restrict consideration of alternatives for other reasonably foreseeable transportation improvements?:

☒ Yes ☐ No

☐ Project breakout from previous or larger project? *If checked explain:*

Acres - From all sources (e.g. donated from public or private entities):**Additional R/W (acres):** 0.7**Temp Easement (acres):** 0.1**Permanent Easement (acres):** 0.1

ROW may be needed, but, not yet determined?

Yes

Is ANY Federally-owned land impacted by the project?

☐ Yes ☒ No**Land Disturbance:**

Will project involve 1 acre or more: No

Acres of Tree Clearing: 0 acres

DO NOT CLEAR TREES W/O MODOT'S PRIOR WRITTEN APPROVAL.

Number of Displacements(do not include partial takes that do not displace):Residential: ☐ Yes ☒ NoCommercial: ☐ Yes ☒ No

No. of People:

Residences:

No. of Employees:

Businesses:

Any Public Involvement planned or completed:**Average Daily Traffic:**

ADT Construction Year: 5522

ADT Design Year: 9980

Traffic Impacts:Road Closure Planned: ☒ Yes ☐ NoBridge Closure Planned: ☐ Yes ☒ No

Days/Months Closed: 30

Detour > 25 mi rural (including local roads) ☐ Yes ☒ NoDetour > 5 mi urban (including local roads, census defined urban) ☐ Yes ☒ No

Detour Info: Chapel Road to Fairview Road to I-49. Will keep closure to a minimum. Perhaps close up to a month during final completion of construction.

Bicycle / Pedestrian Consideration

Pedestrian facilities
considered: Yes

Bicycle facilities
considered: Yes

National Flood Insurance Program (NFIP) and Hydraulic Design Data:

☐ Project is in a FEMA-
identified zone "subject to
100-year flooding": *If so, what zone?:*

Project is in a FEMA-
defined "floodway" No

☐ Project involves land purchased through FEMA Hazard Mitigation Grant Program (Flood buyout property)

If checked, give details:

Is ANY construction taking place on MoDOT owned property under this project?

☒ Yes ☐ No

☐ Is highway improvement located within 4 miles of an existing airport?

Known Concerns: Provide information you have about these resources that you have observed in the area.

Parkland:

Wetland/404 Permit:

Land Disturbance /
Stormwater:

Farmland:

Threatened &
Endangered Species:

Migratory Birds: Are there
birds nesting on the
structure? Unknown,

Hazardous Waste:

Cultural Resources:

LPA Comments:

Project Attachments:

****NOTE: If making updates to an attachment, please use a different filename than the original.**

****The combined size of attachments in one upload must be less than 100MB**

Attachments:

- ✕Threatened and Endangered Species Report - Carthage - S603051 - J7S3378.pdf
- ✕Threatened and Endangered Species Check List.pdf
- ✕National Heritage Review - Carthage Roundabout.pdf
- ✕Species List_ Missouri Ecological Services Field Office_19CA40002.pdf
- ✕Natural_Heritage_Review_Carthage_19ca40002_i_49.pdf
- ✕MO_Carthage_20171018_TM_geo.pdf
- ✕106_Project_Information_19CA40002.pdf
- ✕USGS_Map_MO_Carthage_20171018_TM.jpg
- ✕Fir_Road.pdf

Required Information to be attached for each RER stage:

- Location map (county map, topographic map or aerial map) showing the project limits
- plan sheets
- KMZ files showing tree clearing limits and/or plans
- permits/documentation as required (floodplain, farmland form, NWP, asbestos & lead based paint inspection reports, Section 106 Project Information Form for review, SHPO concurrence letter, USFWS IPac Official Species List, MDC Heritage Review Report, Effects determination)

RER Environmental Screenings

➤Farmland Impact

Status Information:

☒ N/A ☐ Pending ☐ Cleared

Clearance Date:

Environmental Response: The project is located outside of a designated urbanized area as indicated on the U.S. Census Bureau Urbanized Area Reference Map and requires new right of way and permanent easements. Therefore, the project is subject to the Farmland Protection Policy Act. 6/4/2020: The sponsor has notified MoDOT that the ROW needed for the project is located within the city limits of Carthage. Therefore, it meets the FPPA definition of "land committed to other uses" and farmland will not be further evaluated.

LPAAction: A Farmland Conversion Impact Rating form AD-1006 must be completed and submitted to the Natural Resources Conservation Service for any new right of way acquisition or permanent easements outside of the city limits. Form AD-1006 is located in the EPG manual at Section 136.6.4.11. 6/4/2020: No action required.

Attachments:

- ☒ Farmland Impact Submitted - Mark submitted when this review is ready to be sent to district staff.

Last Updated: Kyle Grayson - 6/4/2020 11:07:30 AM

➤Floodplain/Regulatory Floodway

Status Information:

☒ N/A ☐ Pending ☐ Cleared

Clearance Date:

Environmental Response: According to the current FEMA flood insurance rate map, the project is not located in the 1% floodplain or the regulatory floodway. The project is not subject to floodplain permitting requirements.

LPAAction: None

Attachments:

- ☒ Floodplain/Regulatory Floodway Submitted - Mark submitted when this review is ready to be sent to district staff.

Last Updated: Kyle Grayson - 5/14/2020 1:05:02 PM

>Land Disturbance / Stormwater

Status Information:

☒ N/A ☐ Possible Issues Noted

Clearance Date:

Environmental Response: According to DNR's list of Regulated Municipal Separate Storm Sewer Systems, the project is located in the city of Carthage MS4 area and is subject to applicable requirements outlined in the stormwater management plan.

LPA Action: Implement the stormwater management plan for the project

Attachments:

☒ Land Disturbance / Stormwater Submitted - Mark submitted when this review is ready to be sent to district staff.

Last Updated: Kyle Grayson - 5/14/2020 1:08:17 PM

>FEMA/SEMA Buyout

Status Information:

☒ N/A ☐ Pending ☐ Cleared

Clearance Date:

Environmental Response: According to the TMS FEMA buyout layer, there are no FEMA/SEMA buyout sites in or near the project area.

LPA Action: None

Attachments:

☒ FEMA/SEMA Buyout Submitted - Mark submitted when this review is ready to be sent to district staff.

Last Updated: Kyle Grayson - 5/14/2020 1:10:42 PM

>Socioeconomic Impact

Status Information:

☒ N/A ☐ Pending ☐ Cleared

Clearance Date:

Environmental Response: Socioeconomic impacts will be kept to a minimum. Closures of roadways will be limited to the final days of construction. New ROW acquisition is required to be handled in accordance with the Uniform Act.

LPA Action: Minimize impacts caused by construction to the extent possible. Ensure all ROW is acquired in accordance with the Uniform Act.

Attachments:

☒ Socioeconomic Impact Submitted - Mark submitted when this review is ready to be sent to district staff.

Last Updated: Kyle Grayson - 5/14/2020 1:30:33 PM

>Threatened & Endangered Species

Status Information:

☒ No Effect ☐ Pending ☐ Cleared

Clearance Date:

05/30/2020

Environmental Response: 1. Impacts to threatened and endangered species must be assessed for this project. UPDATE: 05/30/2020 no effect gray bat, Indiana bat, northern long-eared bat, Ozark cavefish, Neosho mucket.

LPA Action: 1. Access the US Fish and Wildlife Service (USFWS) IPAC online tool at <http://ecos.fws.gov/ipac/> to obtain the official list of species for your county. 2. Access the MO Department of Conservation (MDC) online Natural Heritage Review website at <https://naturalheritagereview.mdc.mo.gov/> and generate a report. Contact MDC if the report indicates to do so. Submit the report, and MDC response, if required, to MoDOT. 3. Provide the amount, location, and time of year for tree clearing, or indicate there will be no tree clearing. 4. If there will be tree clearing, photograph the trees so that bark characteristics of the main trunk and large branches, along with any cavities, are clearly illustrated. 5. If the project involves bridgework, photograph the undersides of bridges illustrating any bird nests or unusual staining on the substructure or underside of the deck. 6. It is the responsibility of the LPA to make a written determination of their project impacts on each species listed from the IPaC. Further, the LPA must assess effects on any MDC listed species (endangered or species of conservation concern). If no effects are anticipated for a particular species, state the reason(s) why. For example: This project does not involve any tree clearing so there will be no effects on summer roosting habitat for listed bat species or this project does not impact any aquatic habitats so there will be no effects on listed fish or mussel species. 7. Submit the full project limits, easements, access, construction date, and ground disturbance information.

Attachments:



[LPA_TEdeterminations_NoFWSconsultation_Jasper_STBG-S603051 RtHH_FirRd.pdf](#)

☒ Threatened & Endangered Species Submitted - Mark submitted when this review is ready to be sent to district staff.

Last Updated: whitaj1 - 6/10/2020 11:56:29 AM

► Migratory Birds

Status Information:

☒ N/A ☐ Pending ☐ Cleared

Clearance Date:

Environmental Response: This project does not involve any structures that might provide suitable habitat for migratory birds.

LPA Action: None

Attachments:

☒ Migratory Birds Submitted - Mark submitted when this review is ready to be sent to district staff.

Last Updated: Kyle Grayson - 5/14/2020 1:35:00 PM

► Hazardous Waste Impact

Status Information:

☒ N/A ☐ Pending ☐ Cleared

Clearance Date:

Environmental Response: Based on project description and/or observation, there should be no hazardous waste site concerns. The potential to encounter wastes from sites unknown to MoDOT should always be a consideration. Any unknown sites that are found during project construction will be handled in accordance with Federal and State Laws and Regulations

LPA Action: Handle all unknown sites that are found during construction in accordance with Federal and State Laws and Regulations.

Attachments:

☒ Hazardous Waste Impact Submitted - Mark submitted when this review is ready to be sent to district staff.

Last Updated: Kyle Grayson - 5/14/2020 1:56:53 PM

► Wetland Impact (Section 404/401)

Status Information:

☒ N/A ☐ Pending ☐ Cleared

Clearance Date:

Environmental Response: According to the USFWS National Wetlands Inventory Mapper, there are no wetlands, blue line streams, ponds or other waters of the U.S. in or around the project area. A review of Google Earth and ArcMap also did not reveal the presence of any water bodies in the project area. The project will have no impact on wetlands or waters of the U.S.

LPA Action: None

Wetland Permit Information:

404 Permit Number

Permit Submitted

Permit Received

Permit Expiration

Compliance Certification Sent

Compliance Certification Received

Attachments:

☒ Wetland Impact Submitted - Mark submitted when this review is ready to be sent to district staff.

Last Updated: Kyle Grayson - 5/14/2020 1:58:58 PM

► Noise Impact

Status Information:

☒ N/A ☐ Pending ☐ Cleared

Clearance Date:

Environmental Response: This is a Type III project and a noise analysis is not required.

LPA Action: None

Attachments:

☒ Noise Impact Submitted - Mark submitted when this review is ready to be sent to district staff.

Last Updated: Kyle Grayson - 5/14/2020 2:36:58 PM

► Cultural Resources Impact (Section 106/Historic 4f)

Status Information:

☐ Pending ☒ Cleared

Clearance Date:
05/08/2020

Environmental Response: In accordance with Section V, Item 5 of the Programmatic Agreement Among the Federal Highway Administration, the Missouri Highway and Transportation Commission, the Advisory Council on Historic Preservation, and the Missouri State Historic Preservation Office for Minor Highway Projects, MoDOT has determined that this project will result in No Historic Properties Affected and no additional Section 106 consultation is required at this time.

LPA Action: No action is needed at this time. Be advised that if changes are made to the project (including but not limited to the addition of new right of way or easements, or the changing of the scope) the project will need to be reevaluated and additional clearances may be required.

Attachments:

☐ Adverse Effect or Conditional No Adverse Effect

☐ Based on the review of the project location and description noted above, there are no identified historic 4(f) resources affected that would preclude the setting of an A-date.

Checked by: on de minimis Approved on:

☒ Cultural Resources Impact Submitted - Mark submitted when this review is ready to be sent to district staff.

Last Updated: heavre1 - 5/8/2020 8:51:53 AM

► Public Land Impact (Section 4f/6f)

Status Information:

☒ N/A ☐ Pending ☐ Cleared

Clearance Date:

Environmental Response: According to Google Earth and ArcMap, there are no Section 4(f) or Section 6(f) protected resources in or in the vicinity of the project area. The project will have no impact on Section 4(f) or Section 6(f) protected resources.

LPA Action: None

Attachments:

☒ Based on the review of the project location and description noted above, there are no identified 4(f) or 6(f) resources affected that would preclude the setting of an A-date.

Checked by: Kyle Grayson on 05/14/2020

☒ Public Land Impact Submitted - Mark submitted when this review is ready to be sent to district staff.

Last Updated: Kyle Grayson - 5/14/2020 2:28:08 PM

► Other

Status Information:

☒ N/A ☐ Pending ☐ Cleared

Clearance Date:

Environmental Response: No other issues in the project area.

LPA Action: None

Attachments:

☒ Other Screening Submitted - Mark submitted when this review is ready to be sent to district staff.

Last Updated: Kyle Grayson - 5/14/2020 2:29:42 PM

NEPA Classification

NEPA Right-Of-Way Permission:	Can Proceed to Buy R/W	as determined or approved by:	KYLE.GRAYSON@MODOT.MO.GOV
NEPA Approval/Proceed to A-date Request:	06/08/2021	Re-evaluation Date:	
NEPA Classification:	PCE		
This project qualifies for the programmatic categorical exclusion under Item#:	26	All Environmental Issues Cleared:	06/08/2021
Commitments and/or Comments to Sponsor:	This project will require an Access Justification Report which in turn requires a Categorical Exclusion document to be prepared and submitted to FHWA in conjunction with the AJR. 6/8/21: The AJR has been reduced to a TS&O. A TS&O will not require a CE2 and all other thresholds increasing the NEPA classification have not been exceeded. Because of this, the project now qualifies for a PCE as noted above.		

Attachments:

Last Submitted: 06/08/2021 by [Kyle Grayson](#)

THREATENED AND ENDANGERED SPECIES REPORT

Carthage Cost Share Project S603051

Job No. J7S3378

City of Carthage, MO



**1745 S. Garrison Ave.
Carthage, MO 64836**

Introduction

The project purpose is two-fold. First, it will provide a much needed realignment of south bound entry and exit ramps of I-49 to alleviate congestion on Missouri State HH. Second, it will provide access to a proposed 680-acre industrial park which is being developed by the City of Carthage in conjunction with the Carthage Chamber of Commerce.

The project will construct a roundabout that will tie the on-ramp and off-ramp on the west side of I-49 and Dr. Russell Smith Drive. This will eliminate the current signal that is located at Dr. Russell Smith Drive and Route HH (Fir Road). Dr. Russell Smith Drive provides access to McCune-Brooks Hospital. Construction of the new roundabout may allow quicker and safer access to the hospital.

Because of the project, Threatened and Endangered Species are being evaluated for potential impacts. These potential impacts are addressed herein.

Site Location and Description

The project location is near the SE Corner of the SW $\frac{1}{4}$ of the SW $\frac{1}{4}$ Section 16, Township 28N, Range 31W within the City of Carthage. The adjacent properties consist of predominantly vacant field with some commercial buildings in close proximity.

Site Location: Dr. Russell Smith Drive Looking North Toward Rte HH (Fir Rd).



Information Gathering

An official species list was obtained from the IPaC online tool provided by US Fish & Wildlife. The list is included in this report as Attachment A-1. A consistency letter from US Fish & Wildlife is included as Attachment A-2. Also, the Missouri Department of Conservation Natural Heritage Review was requested and is included in the report as Attachment B-1. A Level Two Report from Missouri Department of Conservation is included as Attachment B-2.

An on-site assessment was conducted on February 3, 2020 by personnel of Anderson Engineering. The assessment was to verify the presence of potential bat roosting trees adjacent to the existing roadway and to check for the presence of structures that may be impacted and may provide shelter for migratory birds.

Threatened & Endangered Species in Project Proximity

Bald Eagle (*Haliaeetus leucocephalus*) [Protected]

Although no longer listed as an endangered species, the bald eagle is protected by the Bald and Golden Eagle Protection Act.

Habitat – The habitat of the Bald Eagle consists of large nests in trees that line streams or other bodies of water.

Action – There is a record of Bald Eagles nest 4.63 miles from the project. However, there will be no trees removed for this project. Based on this information, no impacts are anticipated.

Aquatic Community and Mussels

A portion of Center Creek is considered a significant example of a high-quality Ozark warmwater – small river. Center Creek is at least 3.25 miles from the project site. With adequate sediment and erosion control measures as well as distance from the project site, there should be no impacts to this resource.

Bristly Cave Crayfish (*Cambarus setosus*) [State Ranked Species – S3]

Habitat – The bristly cave crayfish has been collected from areas of complete darkness as well as from the twilight zone of caves, from the outflow of springs, and from shallow wells exposed to daylight. It's been found on substrates of sand and silt, sometimes scattered rock, as well as near the guano piles of roosting bats. So far, this cave crayfish has not been found in the same caves as other species of cave crayfish.

Action – No impacts to the Bristly Cave Crayfish habitat are anticipated as a result of this project. The nearest record is located 1.41 miles from the project site. Erosion Control measures will be utilized during construction to contain sediment within the project site.

Soapberry (*Sapundus Saponaria* var. *drummondii*) [State Ranked Species – S2]

Habitat – Western soapberry grows from southwestern Missouri to southeastern Colorado, southward to Arizona and eastward to Texas, Louisiana, and northern Mexico. It is described as a Madro-Tertiary genus which was largely restricted to relatively moist riparian habitats as conditions became increasingly hot and dry during the late Pleistocene.

Action – According to the Natural Heritage records, the Soapberry has been recorded 2.69 miles from the project site. Due to proximity and the fact that there are no tree clearing within the project, no impacts are anticipated.

Gray Bats (*Myotis grisescens*) [Endangered]

Habitat – The Gray Bat is found in limestone caves, especially caves within two miles of rivers, streams, or lakes.

Action – Most work for this project will occur in previously disturbed areas. There are no known caves within the project limits. No impacts are anticipated.

Indiana Bats (*Myotis sodalis*) [Endangered] and **Northern Long-Eared Bats** (*Myotis septentrionalis*) [Threatened]

Habitat - These bats hibernate during winter months in caves and mines. During the summer months, they roost and raise young under the bark of trees in riparian forests and upland forests near perennial streams.

Action – There is no known area of these bats in close proximity to the project. Further, there will be no trees removed for this project. Therefore, no impacts are anticipated.

A summary of the Endangered and Threatened Species potential impacts and proposed actions are provided in the Table 1 on the following page.

Table 1 – Summary of Potential Impacts to Threatened and Endangered Species			
Species	Status	Habitat	Actions Proposed
Bald Eagle (<i>Haliaeetus leucocephalus</i>)	Federally Protected Rank S3 G4	The habitat of the Bald Eagle consists of large nests in trees that line streams or other bodies of water.	There is a record of Bald Eagles 2.53 miles from the project. Further, there will be no trees removed for this project. Therefore, no impacts are anticipated.
Bristly Cave Crayfish (<i>Cambarus setosus</i>)	Endangered Rank S3 G3	The bristly cave crayfish has been collected from areas of complete darkness as well as from the twilight zone of caves, from the outflow of springs, and from shallow wells exposed to daylight.	No impacts to the Bristly Cave Crayfish habitat are anticipated as a result of this project. The nearest record is located 1.41 miles from the project site.
Soapberry (<i>Sapundus Saponaria</i> var. <i>drummondii</i>)	Endangered Rank S2 G5T5	Western soapberry grows from southwestern Missouri to southeastern Colorado, southward to Arizona and eastward to Texas, Louisiana, and northern Mexico.	According to the Natural Heritage records, the Soapberry has been recorded 2.69 miles from the project site. Due to proximity and the fact that there are no tree clearing within the project, no impacts are anticipated.
Gray Bats (<i>Myotis grisescens</i>)	Federal and State Endangered	The Gray Bat is found in limestone caves, especially caves within two miles of rivers, streams, or lakes.	Most work for this project will occur in previously disturbed areas. There are no known caves within the project limits. No impacts are anticipated.
Indiana Bats (<i>Myotis sodalis</i>)	Federal and State Endangered	These bats hibernate during winter months in caves and mines. During the summer months, they roost and raise young under the bark of trees in riparian forests and upland forests near perennial streams.	There is no known area of these bats in close proximity to the project. Further, there will be no trees removed for this project. Therefore, no impacts are anticipated.
Northern Long-Eared Bats (<i>Myotis septentrionalis</i>)	State Endangered and Federal Threatened	Same as above.	Same as above.

Migratory Bird Impacts

There are no bridges or culverts that will be disturbed during this project. Therefore, no migratory bird impacts are anticipated.

Attachments:

A-1 – USFW Official Species List
A-2 – USFW Consistency Letter
B-1 – MDC Natural Heritage Review
B-2 – MDC Level Two Report
Draft Preliminary Plans

Attachment A-1



United States Department of the Interior

FISH AND WILDLIFE SERVICE
Missouri Ecological Services Field Office
101 Park Deville Drive
Suite A
Columbia, MO 65203-0057
Phone: (573) 234-2132 Fax: (573) 234-2181



In Reply Refer To:

April 16, 2020

Consultation Code: 03E14000-2020-SLI-1943

Event Code: 03E14000-2020-E-04895

Project Name: Carthage - Rte HH (Fir Road) - Dr. Russell Smith Drive

Subject: List of threatened and endangered species that may occur in your proposed project location, and/or may be affected by your proposed project

To Whom It May Concern:

This response has been generated by the Information, Planning, and Conservation (IPaC) system to provide information on natural resources that could be affected by your project. The U.S. Fish and Wildlife Service (Service) provides this response under the authority of the Endangered Species Act of 1973 (16 U.S.C. 1531-1543), the Bald and Golden Eagle Protection Act (16 U.S.C. 668-668d), the Migratory Bird Treaty Act (16 U.S.C. 703-712), and the Fish and Wildlife Coordination Act (16 U.S.C. 661 *et seq.*).

Threatened and Endangered Species

The enclosed species list identifies threatened, endangered, proposed and candidate species, as well as proposed and final designated critical habitat, that may occur within the boundary of your proposed project and may be affected by your proposed project. The species list fulfills the requirement for obtaining a Technical Assistance Letter from the U.S. Fish and Wildlife Service (Service) under section 7(c) of the Endangered Species Act (Act) of 1973, as amended (16 U.S.C. 1531 *et seq.*).

New information based on updated surveys, changes in the abundance and distribution of species, changed habitat conditions, or other factors could change this list. **Note that under 50 CFR 402.12(e) of the regulations implementing section 7 of the Act, the accuracy of this species list should be verified after 90 days.** The Service recommends that verification be completed by visiting the ECOS-IPaC website at regular intervals during project planning and implementation for updates to species lists and information. An updated list may be requested through the ECOS-IPaC system by completing the same process used to receive the enclosed list.

Consultation Technical Assistance

Refer to the Midwest Region [S7 Technical Assistance](#) website for step-by-step instructions for making species determinations and for specific guidance on the following types of projects: projects in developed areas, HUD, pipelines, buried utilities, telecommunications, and requests for a Conditional Letter of Map Revision (CLOMR) from FEMA.

Federally Listed Bat Species

Indiana bats, gray bats, and northern long-eared bats occur throughout Missouri and the information below may help in determining if your project may affect these species.

Gray bats - Gray bats roost in caves or mines year-round and use water features and forested riparian corridors for foraging and travel. If your project will impact caves, mines, associated riparian areas, or will involve tree removal around these features particularly within stream corridors, riparian areas, or associated upland woodlots gray bats could be affected.

Indiana and northern long-eared bats - These species hibernate in caves or mines only during the winter. In Missouri the hibernation season is considered to be November 1 to March 31. During the active season in Missouri (April 1 to October 31) they roost in forest and woodland habitats. Suitable summer habitat for Indiana bats and northern long-eared bats consists of a wide variety of forested/wooded habitats where they roost, forage, and travel and may also include some adjacent and interspersed non-forested habitats such as emergent wetlands and adjacent edges of agricultural fields, old fields and pastures. This includes forests and woodlots containing potential roosts (i.e., live trees and/or snags 5 inches diameter at breast height (dbh) for Indiana bat, and 3 inches dbh for northern long-eared bat, that have exfoliating bark, cracks, crevices, and/or hollows), as well as linear features such as fencerows, riparian forests, and other wooded corridors. These wooded areas may be dense or loose aggregates of trees with variable amounts of canopy closure. Tree species often include, but are not limited to, shellbark or shagbark hickory, white oak, cottonwood, and maple. Individual trees may be considered suitable habitat when they exhibit the characteristics of a potential roost tree and are located within 1,000 feet (305 meters) of other forested/wooded habitat. Northern long-eared bats have also been observed roosting in human-made structures, such as buildings, barns, bridges, and bat houses; therefore, these structures should also be considered potential summer habitat and evaluated for use by bats. If your project will impact caves or mines or will involve clearing forest or woodland habitat containing suitable roosting habitat, Indiana bats or northern long-eared bats could be affected.

Examples of unsuitable habitat include:

- Individual trees that are greater than 1,000 feet from forested or wooded areas;
- Trees found in highly-developed urban areas (e.g., street trees, downtown areas);
- A pure stand of less than 3-inch dbh trees that are not mixed with larger trees; and
- A stand of eastern red cedar shrubby vegetation with no potential roost trees.

Using the IPaC Official Species List to Make No Effect and May Affect Determinations for Listed Species

1. If IPaC returns a result of “There are no listed species found within the vicinity of the project,” then project proponents can conclude the proposed activities will have **no effect** on any federally listed species under Service jurisdiction. Concurrence from the Service is not required for **No Effect** determinations. No further consultation or coordination is required. Attach this letter to the dated IPaC species list report for your records. An example ["No Effect" document](#) also can be found on the S7 Technical Assistance website.

2. If IPaC returns one or more federally listed, proposed, or candidate species as potentially present in the action area of the proposed project other than bats (see #3 below) then project proponents can conclude the proposed activities **may affect** those species. For assistance in determining if suitable habitat for listed, candidate, or proposed species occurs within your project area or if species may be affected by project activities, you can obtain [Life History Information for Listed and Candidate Species](#) through the S7 Technical Assistance website.

3. If IPaC returns a result that one or more federally listed bat species (Indiana bat, northern long-eared bat, or gray bat) are potentially present in the action area of the proposed project, project proponents can conclude the proposed activities **may affect** these bat species **IF** one or more of the following activities are proposed:

- a. Clearing or disturbing suitable roosting habitat, as defined above, at any time of year;
- b. Any activity in or near the entrance to a cave or mine;
- c. Mining, deep excavation, or underground work within 0.25 miles of a cave or mine;
- d. Construction of one or more wind turbines; or
- e. Demolition or reconstruction of human-made structures that are known to be used by bats based on observations of roosting bats, bats emerging at dusk, or guano deposits or stains.

If none of the above activities are proposed, project proponents can conclude the proposed activities will have **no effect** on listed bat species. Concurrence from the Service is not required for **No Effect** determinations. No further consultation or coordination is required. Attach this letter to the dated IPaC species list report for your records. An example ["No Effect" document](#) also can be found on the S7 Technical Assistance website.

If any of the above activities are proposed in areas where one or more bat species may be present, project proponents can conclude the proposed activities **may affect** one or more bat species. We recommend coordinating with the Service as early as possible during project planning. If your project will involve removal of over 5 acres of suitable forest or woodland habitat, we recommend you complete a Summer Habitat Assessment prior to contacting our office to expedite the consultation process. The Summer Habitat Assessment Form is available in Appendix A of the most recent version of the [Range-wide Indiana Bat Summer Survey Guidelines](#).

Other Trust Resources and Activities

Bald and Golden Eagles - Although the bald eagle has been removed from the endangered species list, this species and the golden eagle are protected by the Bald and Golden Eagle Act and the Migratory Bird Treaty Act. Should bald or golden eagles occur within or near the project area please contact our office for further coordination. For communication and wind energy projects, please refer to additional guidelines below.

Migratory Birds - The Migratory Bird Treaty Act (MBTA) prohibits the taking, killing, possession, transportation, and importation of migratory birds, their eggs, parts, and nests, except when specifically authorized by the Service. The Service has the responsibility under the MBTA to proactively prevent the mortality of migratory birds whenever possible and we encourage implementation of recommendations that minimize potential impacts to migratory birds. Such measures include clearing forested habitat outside the nesting season (generally March 1 to August 31) or conducting nest surveys prior to clearing to avoid injury to eggs or nestlings.

Communication Towers - Construction of new communications towers (including radio, television, cellular, and microwave) creates a potentially significant impact on migratory birds, especially some 350 species of night-migrating birds. However, the Service has developed [voluntary guidelines for minimizing impacts](#).

Transmission Lines - Migratory birds, especially large species with long wingspans, heavy bodies, and poor maneuverability can also collide with power lines. In addition, mortality can occur when birds, particularly hawks, eagles, kites, falcons, and owls, attempt to perch on uninsulated or unguarded power poles. To minimize these risks, please refer to [guidelines](#) developed by the Avian Power Line Interaction Committee and the Service. Implementation of these measures is especially important along sections of lines adjacent to wetlands or other areas that support large numbers of raptors and migratory birds.

Wind Energy - To minimize impacts to migratory birds and bats, wind energy projects should follow the Service's [Wind Energy Guidelines](#). In addition, please refer to the Service's [Eagle Conservation Plan Guidance](#), which provides guidance for conserving bald and golden eagles in the course of siting, constructing, and operating wind energy facilities.

Next Steps

Should you determine that project activities **may affect** any federally listed species or trust resources described herein, please contact our office for further coordination. Letters with requests for consultation or correspondence about your project should include the Consultation Tracking Number in the header. Electronic submission is preferred.

If you have not already done so, please contact the Missouri Department of Conservation (Policy Coordination, P. O. Box 180, Jefferson City, MO 65102) for information concerning Missouri Natural Communities and Species of Conservation Concern.

We appreciate your concern for threatened and endangered species. Please feel free to contact our office with questions or for additional information.

Karen Herrington

Attachment(s):

- Official Species List
- USFWS National Wildlife Refuges and Fish Hatcheries
- Wetlands

Official Species List

This list is provided pursuant to Section 7 of the Endangered Species Act, and fulfills the requirement for Federal agencies to "request of the Secretary of the Interior information whether any species which is listed or proposed to be listed may be present in the area of a proposed action".

This species list is provided by:

Missouri Ecological Services Field Office

101 Park Deville Drive

Suite A

Columbia, MO 65203-0057

(573) 234-2132

Project Summary

Consultation Code: 03E14000-2020-SLI-1943

Event Code: 03E14000-2020-E-04895

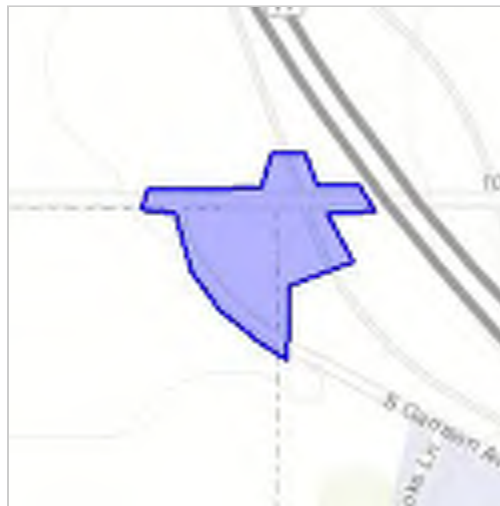
Project Name: Carthage - Rte HH (Fir Road) - Dr. Russell Smith Drive

Project Type: TRANSPORTATION

Project Description: The project is located within Jasper County and the City of Carthage at the intersection of Missouri State Highway HH (AKA West Fir Road) and Dr. Russell Smith Way. This intersection is currently located approximately 725 feet west of the intersection of Interstate 49 southbound on and off ramps, however the proposed projects would tie the ramps into a roundabout intersection.

Project Location:

Approximate location of the project can be viewed in Google Maps: <https://www.google.com/maps/place/37.13974806373396N94.32424770158177W>



Counties: Jasper, MO

Endangered Species Act Species

There is a total of 5 threatened, endangered, or candidate species on this species list.

Species on this list should be considered in an effects analysis for your project and could include species that exist in another geographic area. For example, certain fish may appear on the species list because a project could affect downstream species.

IPaC does not display listed species or critical habitats under the sole jurisdiction of NOAA Fisheries¹, as USFWS does not have the authority to speak on behalf of NOAA and the Department of Commerce.

See the "Critical habitats" section below for those critical habitats that lie wholly or partially within your project area under this office's jurisdiction. Please contact the designated FWS office if you have questions.

-
1. [NOAA Fisheries](#), also known as the National Marine Fisheries Service (NMFS), is an office of the National Oceanic and Atmospheric Administration within the Department of Commerce.

Mammals

NAME	STATUS
Gray Bat <i>Myotis grisescens</i> No critical habitat has been designated for this species. Species profile: https://ecos.fws.gov/ecp/species/6329	Endangered
Indiana Bat <i>Myotis sodalis</i> There is final critical habitat for this species. Your location is outside the critical habitat. Species profile: https://ecos.fws.gov/ecp/species/5949	Endangered
Northern Long-eared Bat <i>Myotis septentrionalis</i> No critical habitat has been designated for this species. Species profile: https://ecos.fws.gov/ecp/species/9045	Threatened

Fishes

NAME	STATUS
Ozark Cavefish <i>Amblyopsis rosae</i> No critical habitat has been designated for this species. Species profile: https://ecos.fws.gov/ecp/species/6490	Threatened

Clams

NAME	STATUS
Neosho Mucket <i>Lampsilis rafinesqueana</i> There is final critical habitat for this species. Your location is outside the critical habitat. Species profile: https://ecos.fws.gov/ecp/species/3788	Endangered

Critical habitats

THERE ARE NO CRITICAL HABITATS WITHIN YOUR PROJECT AREA UNDER THIS OFFICE'S JURISDICTION.

USFWS National Wildlife Refuge Lands And Fish Hatcheries

Any activity proposed on lands managed by the [National Wildlife Refuge](#) system must undergo a 'Compatibility Determination' conducted by the Refuge. Please contact the individual Refuges to discuss any questions or concerns.

THERE ARE NO REFUGE LANDS OR FISH HATCHERIES WITHIN YOUR PROJECT AREA.

Wetlands

Impacts to [NWI wetlands](#) and other aquatic habitats may be subject to regulation under Section 404 of the Clean Water Act, or other State/Federal statutes.

For more information please contact the Regulatory Program of the local [U.S. Army Corps of Engineers District](#).

Please note that the NWI data being shown may be out of date. We are currently working to update our NWI data set. We recommend you verify these results with a site visit to determine the actual extent of wetlands on site.

THERE ARE NO WETLANDS WITHIN YOUR PROJECT AREA.

Attachment A-2



United States Department of the Interior

FISH AND WILDLIFE SERVICE
Missouri Ecological Services Field Office
101 Park Deville Drive
Suite A
Columbia, MO 65203-0057
Phone: (573) 234-2132 Fax: (573) 234-2181



IPaC Record Locator: 607-21317852

April 16, 2020

Subject: Consistency letter for the 'Carthage - Rte HH (Fir Road) - Dr. Russell Smith Drive' project (TAILS 03E14000-2020-R-1943) under the revised February 5, 2018, FHWA, FRA, FTA Programmatic Biological Opinion for Transportation Projects within the Range of the Indiana Bat and Northern Long-eared Bat.

To whom it may concern:

The U.S. Fish and Wildlife Service (Service) has received your request to verify that the **Carthage - Rte HH (Fir Road) - Dr. Russell Smith Drive** (Proposed Action) may rely on the revised February 5, 2018, FHWA, FRA, FTA Programmatic Biological Opinion for Transportation Projects within the Range of the Indiana Bat and Northern Long-eared Bat (PBO) to satisfy requirements under Section 7(a)(2) of the Endangered Species Act of 1973 (ESA) (87 Stat.884, as amended; 16 U.S.C. 1531 *et seq.*).

Based on the information you provided (Project Description shown below), you have determined that the Proposed Action will have no effect on the endangered Indiana bat (*Myotis sodalis*) or the threatened Northern long-eared bat (*Myotis septentrionalis*). If the Proposed Action is not modified, **no consultation is required for these two species.**

For Proposed Actions that include bridge/structure removal, replacement, and/or maintenance activities: If your initial bridge/structure assessments failed to detect Indiana bats, but you later detect bats during construction, please submit the Post Assessment Discovery of Bats at Bridge/Structure Form (User Guide Appendix E) to this Service Office. In these instances, potential incidental take of Indiana bats may be exempted provided that the take is reported to the Service.

If the Proposed Action may affect any other federally-listed or proposed species and/or designated critical habitat, additional consultation between the lead Federal action agency and this Service Office is required. If the proposed action has the potential to take bald or golden eagles, additional coordination with the Service under the Bald and Golden Eagle Protection Act may also be required. In either of these circumstances, please advise the lead Federal action agency accordingly.

The following species may occur in your project area and **are not** covered by this determination:

- Gray Bat, *Myotis grisescens* (Endangered)
- Neosho Mucket, *Lampsilis rafinesqueana* (Endangered)
- Ozark Cavefish, *Amblyopsis rosae* (Threatened)

Project Description

The following project name and description was collected in IPaC as part of the endangered species review process.

Name

Carthage - Rte HH (Fir Road) - Dr. Russell Smith Drive

Description

The project is located within Jasper County and the City of Carthage at the intersection of Missouri State Highway HH (AKA West Fir Road) and Dr. Russell Smith Way. This intersection is currently located approximately 725 feet west of the intersection of Interstate 49 southbound on and off ramps, however the proposed projects would tie the ramps into a roundabout intersection.

Determination Key Result

Based on the information you provided, you have determined that the Proposed Action will have no effect on the endangered Indiana bat and/or the threatened Northern long-eared bat. Therefore, no consultation with the U.S. Fish and Wildlife Service pursuant to Section 7(a)(2) of the Endangered Species Act of 1973 (ESA) (87 Stat. 884, as amended 16 U.S.C. 1531 *et seq.*) is required for these two species.

Qualification Interview

1. Is the project within the range of the Indiana bat^[1]?

[1] See [Indiana bat species profile](#)

Automatically answered

Yes

2. Is the project within the range of the Northern long-eared bat^[1]?

[1] See [Northern long-eared bat species profile](#)

Automatically answered

Yes

3. Which Federal Agency is the lead for the action?

A) Federal Highway Administration (FHWA)

4. Are *all* project activities limited to non-construction^[1] activities only? (examples of non-construction activities include: bridge/abandoned structure assessments, surveys, planning and technical studies, property inspections, and property sales)

[1] Construction refers to activities involving ground disturbance, percussive noise, and/or lighting.

No

5. Does the project include *any* activities that are **greater than** 300 feet from existing road/rail surfaces^[1]?

[1] Road surface is defined as the actively used [e.g. motorized vehicles] driving surface and shoulders [may be pavement, gravel, etc.] and rail surface is defined as the edge of the actively used rail ballast.

No

6. Does the project include *any* activities **within** 0.5 miles of a known Indiana bat and/or NLEB hibernaculum^[1]?

[1] For the purpose of this consultation, a hibernaculum is a site, most often a cave or mine, where bats hibernate during the winter (see suitable habitat), but could also include bridges and structures if bats are found to be hibernating there during the winter.

No

7. Is the project located **within** a karst area?

No

8. Is there *any* suitable^[1] summer habitat for Indiana Bat or NLEB **within** the project action area^[2]? (includes any trees suitable for maternity, roosting, foraging, or travelling habitat)

[1] See the Service's [summer survey guidance](#) for our current definitions of suitable habitat.

[2] The action area is defined as all areas to be affected directly or indirectly by the Federal action and not merely the immediate area involved in the action (50 CFR Section 402.02). Further clarification is provided by the [national consultation FAQs](#).

No

9. Does the project include wetland or stream protection activities associated with compensatory wetland mitigation?

No

10. Does the project include slash pile burning?

No

11. Does the project include *any* bridge removal, replacement, and/or maintenance activities (e.g., any bridge repair, retrofit, maintenance, and/or rehabilitation work)?

No

12. Does the project include the removal, replacement, and/or maintenance of *any* structure other than a bridge? (e.g., rest areas, offices, sheds, outbuildings, barns, parking garages, etc.)

No

13. Will the project involve the use of **temporary** lighting *during* the active season?

No

14. Will the project install new or replace existing **permanent** lighting?

Yes

15. Is there *any* suitable habitat **within** 1,000 feet of the location(s) where **permanent** lighting will be installed or replaced?

No

16. Does the project include percussives or other activities (**not including tree removal/trimming or bridge/structure work**) that will increase noise levels above existing traffic/background levels?

No

17. Are *all* project activities that are **not associated with** habitat removal, tree removal/trimming, bridge and/or structure activities, temporary or permanent lighting, or use of percussives, limited to actions that DO NOT cause any additional stressors to the bat species?

Examples: lining roadways, unlighted signage , rail road crossing signals, signal lighting, and minor road repair such as asphalt fill of potholes, etc.

Yes

18. Will the project raise the road profile **above the tree canopy**?

No

19. Is the location of this project consistent with a No Effect determination in this key?

Automatically answered

Yes, because the project action area is not within suitable Indiana bat and/or NLEB summer habitat and is outside of 0.5 miles of a hibernaculum.

20. Is the permanent lighting portion of this project consistent with a No Effect determination in this key?

Automatically answered

Yes, because the lighting will be more than 1,000 feet from the nearest suitable habitat

Determination Key Description: FHWA, FRA, FTA Programmatic Consultation For Transportation Projects Affecting NLEB Or Indiana Bat

This key was last updated in IPaC on December 02, 2019. Keys are subject to periodic revision.

This decision key is intended for projects/activities funded or authorized by the Federal Highway Administration (FHWA), Federal Railroad Administration (FRA), and/or Federal Transit Administration (FTA), which may require consultation with the U.S. Fish and Wildlife Service (Service) under Section 7 of the Endangered Species Act (ESA) for the endangered **Indiana bat** (*Myotis sodalis*) and the threatened **Northern long-eared bat** (NLEB) (*Myotis septentrionalis*).

This decision key should only be used to verify project applicability with the Service's [February 5, 2018, FHWA, FRA, FTA Programmatic Biological Opinion for Transportation Projects](#). The programmatic biological opinion covers limited transportation activities that may affect either bat species, and addresses situations that are both likely and not likely to adversely affect either bat species. This decision key will assist in identifying the effect of a specific project/activity and applicability of the programmatic consultation. The programmatic biological opinion is not intended to cover all types of transportation actions. Activities outside the scope of the programmatic biological opinion, or that may affect ESA-listed species other than the Indiana bat or NLEB, or any designated critical habitat, may require additional ESA Section 7 consultation.

Attachment B-1

	Missouri Department of Conservation Natural Heritage Review Report <i>May 11, 2020 -- Page 1 of 3</i>		Resource Science Division P. O. Box 180 Jefferson City, MO 65102 Prepared by: Jordan Meyer NaturalHeritageReview@mdc.mo.gov (573) 522 – 4115 ext. 3182
	Sean Matlock Anderson Engineering 1745 S. Garrison Ave. Carthage, MO 64836 SMatlock@andersonengineering.com	Project type:	
Location/Scope:		T28N R31W S16, 21	
County:		Jasper	
Query reference:		Carthage – 19CA40002-I-49_RteHH_Roundabout	
Query received:		4/16/2020	
This NATURAL HERITAGE REVIEW is <u>not</u> a site clearance letter. Rather, it identifies public lands and sensitive resources known to have been located close to and/or potentially affected by the proposed project. On-site verification is the responsibility of the project. Natural Heritage records were identified at some date and location. This report considers records near but not necessarily at the project site. Animals move and, over time, so do plant communities. To say "there is a record" does not mean the species/habitat is still there. To say that "there is no record" does not mean a protected species will not be encountered. These records only provide one reference and other information (e.g. wetland or soils maps, on-site inspections or surveys) should be considered. Look for additional information about the biological and habitat needs of records listed in order to avoid or minimize impacts. More information is at http://mdc.mo.gov/discover-nature/places-go/natural-areas and mdc4.mdc.mo.gov/applications/mofwis/mofwis_search1.aspx.			
Level 3 issues: Records of <u>federal-listed</u> (these are also state-listed) species or critical habitats near the project site:			
Natural Heritage records indicate Federally Protected Bald Eagles (<i>Haliaeetus leucocephalus</i>) approximately 4.63 miles from the project area.			
<u>Bald Eagles:</u> Bald Eagles (<i>Haliaeetus leucocephalus</i>) nest near streams or water bodies in the project area. Nests are large and fairly easy to identify. While no longer listed as endangered, eagles continue to be protected by the federal government under the Bald and Golden Eagle Protection Act. Work managers should be alert for nesting areas within 1500 meters of project activities, and follow federal guidelines at: https://www.fws.gov/midwest/eagle/permits/index.html if eagle nests are seen.			
<u>Aquatic Community:</u> The nearby portion of Center Creek is considered a significant example of a high-quality Ozark warmwater – small river. Project activities should prevent soil erosion, water pollution and in-stream activities that modify or diminish aquatic habitats.			
<u>Mussels:</u> Mussels are relatively immobile animals that are vulnerable to pollutants, sediment discharges, channel alterations and other activities destructive to mussel habitat. Activities that alter or destabilize stream bottoms or banks or introduce silt, chemical or organic pollutants should be avoided. Avoid crossing flowing water but, if unavoidable, minimize crossing distance and use temporary crossings that do not restrict water flow. See https://mdc.mo.gov/sites/default/files/downloads/FreshwaterMusselsBMP.PDF for Best Management Practices regarding these animals.			
FEDERAL LIST species/habitats are protected under the Federal Endangered Species Act. Contact the U.S. Fish and Wildlife Service (101 Park Deville Drive Suite A, Columbia, Missouri 65203-0007; 573-234-2132) for Endangered Species Act coordination and concurrence information).			

Level 2 issues: Records of state-listed (not federal-listed) endangered species AND / OR state-ranked (not state-listed endangered) species and natural communities of conservation concern. The Department tracks these species and natural communities due to population declines and/or apparent vulnerability.

Natural Heritage records indicate the following State-ranked species near the project area:

Scientific Name	Common Name	State Rank	Proximity (miles)
<i>Cambarus setosus</i>	Bristly Cave Crayfish	S3	1.41
<i>Sapundus Saponaria</i> <i>var. drummondii</i>	Soapberry	S2	2.69

State Rank Definitions:

- S1: Critically imperiled in the state because of extreme rarity of or because of some factor(s) making it especially vulnerable to extirpation from the state. Typically, 5 or fewer occurrence or very few remaining individuals.
- S2: Imperiled in the state because of rarity or because of some factor(s) making it very vulnerable to extirpation from the state. (6 to 20 occurrences or few remaining individuals).
- S3: Vulnerable in the state means this species is rare and uncommon, or found only in a restricted range (even if abundant in some locations), or because of other factors making it vulnerable to extirpation. Typically, 21 to 100 occurrences or between 3,000 and 10,000 individuals.
- S4: Uncommon but not rare, and usually widespread in the nation or state. Possibly of long-term concern. Usually more than 100 occurrences and more than 10,000 individuals.
- SU: Currently unrankable due to lack of information or due to substantially conflicting information about status or trends.

There are no regulatory requirements associated with this status, but we encourage voluntary stewardship for all these species to minimize the risk of further decline that could lead to listing

See <http://mdc.mo.gov/145> for a complete list of species and communities of conservation concern.

STATE ENDANGERED species are listed in and protected under the Wildlife Code of Missouri (3CSR10-4.111).

General recommendations related to this project or site, or based on information about the historic range of species (unrelated to any specific Natural Heritage records):

- **Gray Bats:** Gray Bats (*Myotis grisescens*, federal and state-listed endangered) occur in Jasper County and could occur in the project area, as they forage over streams, rivers, and reservoirs. Avoid entry or disturbance of any cave inhabited by gray bats and when possible retain forest vegetation along the stream and from the gray bat cave opening to the stream.
- **Indiana Bats and Northern Long-eared Bats:** Indiana Bats (*Myotis sodalis*, federal and state-listed endangered) and Northern Long-eared Bats (*Myotis septentrionalis*, federal-listed threatened) hibernate during winter months in caves and mines. During the summer months, they roost and raise young under the bark of trees in riparian forests and upland forests near perennial streams. During project activities, avoid degrading stream quality and where possible leave snags

standing and preserve mature forest canopy. Do not enter caves known to harbor Indiana Bats and/or Northern Long-eared Bats, especially from September to April. **If any trees need to be removed by your project, please contact the U.S. Fish and Wildlife Service (Ecological Services, 101 Park Deville Drive, Suite A, Columbia, Missouri 65203-0007; Phone 573-234-2132 Ext. 100 for Ecological Services) for further coordination under the Endangered Species Act.**

- Invasive exotic species are a significant issue for fish, wildlife and agriculture in Missouri. Seeds, eggs, and larvae may be moved to new sites on boats or construction equipment, so inspect and clean equipment thoroughly before moving between project sites.
 - ◆ Remove any mud, soil, trash, plants or animals from equipment before leaving any water body or work area.
 - ◆ Drain water from boats and machinery that has operated in water, checking motor cavities, live-well, bilge and transom wells, tracks, buckets, and any other water reservoirs.
 - ◆ When possible, wash and rinse equipment thoroughly with hard spray or HOT water ($\geq 140^{\circ}$ F, typically available at do-it-yourself carwash sites), and dry in the hot sun before using again.
- **Karst:** Jasper County has known [karst geologic features](#) (e.g. caves, springs, and sinkholes, all characterized by subterranean water movement). Few karst features are recorded in Natural Heritage records, and ones not noted here may be encountered at the project site or affected by the project. Cave fauna (many of which are species of conservation concern) are influenced by changes to water quality, so check your project site for any karst features and make every effort to protect groundwater in the project area.
- **Transportation:** Transportation related projects typically change the plants and animals that live on the right-of-way or in the vicinity. Minimize erosion and sedimentation/runoff to nearby streams and lakes by carefully adhering to any “Clean Water Act Permit” conditions ([Missouri DNR](#) or [US Army Corps of Engineers](#)), and include design elements to manage stormwater so that present water discharge rates from the site to streams during heavy rain events are not increased. Revegetation of disturbed areas is recommended to minimize erosion, as is restoration with native plant species compatible with the local landscape and wildlife needs. Annuals like ryegrass may be combined with native perennials for quicker green-up. Avoid aggressive exotic perennials such as Crown Vetch and *Sericea lespedeza*.

These recommendations are ones project managers might prudently consider based on a general understanding of species needs and landscape conditions. Natural Heritage records largely reflect sites visited by specialists in the last 30 years. Many privately owned tracts have not been surveyed and could host remnants of species once but no longer common.

MISSOURI

Attachment B-2

Missouri Department of Conservation



Missouri Department of Conservation's Mission is to protect and manage the forest, fish, and wildlife resources of the state and to facilitate and provide opportunities for all citizens to use, enjoy and learn about these resources.

Natural Heritage Review Level Two Report: State Listed Endangered Species and/or Missouri Species/Natural Communities of Conservation Concern

There are records for state-listed Endangered Species, or Missouri Species or Natural Communities of Conservation Concern within or near the defined Project Area. Please contact Missouri Department of Conservation for further coordination.

Foreword: Thank you for accessing the Missouri Natural Heritage Review Website developed by the Missouri Department of Conservation with assistance from the U.S. Fish and Wildlife Service, the U.S. Army Corps of Engineers, Missouri Department of Transportation and NatureServe. The purpose of this website is to provide information to federal, state and local agencies, organizations, municipalities, corporations and consultants regarding sensitive fish, wildlife, plants, natural communities and habitats to assist in planning, designing and permitting stages of projects.

PROJECT INFORMATION

Project Name and ID Number: Carthage-19CA40002-I-49_RteHH_Roundabout #6878

User Project Number: 19CA40002

Project Description: T 28 N, R 31 W, Sections 16 & 21. 37 08' 25" N/ 94 19' 28" W, Jasper County.

Project Type: Transportation, Roads

Contact Person: Patrick Whitaker

Contact Information: pwhitaker@andersonengineeringinc.com or 417-782-7399

Disclaimer: The NATURAL HERITAGE REVIEW REPORT produced by this website identifies if a species tracked by the Natural Heritage Program is known to occur within or near the area submitted for your project, and shares suggested recommendations on ways to avoid or minimize project impacts to sensitive species or special habitats. If an occurrence record is present, or the proposed project might affect federally listed species, the user must contact the Department of Conservation or U.S. Fish and Wildlife Service for more information. The Natural Heritage Program tracks occurrences of sensitive species and natural communities where the species or natural community has been found. Lack of an occurrence record does not mean that a sensitive plant, animal or natural community is not present on or near the project area. Depending on the project, current habitat conditions, and geographic location in the state, surveys may be necessary. Additionally, because land use conditions change and animals move, the existence of an occurrence record does not mean the species/habitat is still present. Therefore, Reports include information about records near but not necessarily on the project site.

The Natural Heritage Report is not a site clearance letter for the project. It provides an indication of whether or not public lands and sensitive resources are known to be (or are likely to be) located close to the proposed project. Incorporating information from the Natural Heritage Program into project plans is an important step that can help reduce unnecessary impacts to Missouri's sensitive fish, forest and wildlife resources. However, the Natural Heritage Program is only one reference that should be used to evaluate potential adverse project impacts. Other types of information, such as wetland and soils maps and on-site inspections or surveys, should be considered. Reviewing current landscape and habitat information, and species' biological characteristics would additionally ensure that Missouri Species of Conservation Concern are appropriately identified and addressed in planning efforts.

U.S. Fish and Wildlife Service – Endangered Species Act (ESA) Coordination: Lack of a Natural Heritage Program occurrence record for federally listed species in your project area does not mean the species is not present, as the area may never have been surveyed. Presence of a Natural Heritage Program occurrence record does not mean the project will result in negative impacts. The information within this report is not intended to replace Endangered Species Act consultation with the U.S. Fish and Wildlife Service (USFWS) for listed species. Direct contact with the USFWS may be necessary to complete consultation and it is required for actions with a federal connection, such as federal funding or a federal permit; direct contact is also required if ESA concurrence is necessary. Visit the USFWS Information for Planning and Conservation (IPaC) website at <https://ecos.fws.gov/ipac/> for further information. This site was developed to help streamline the USFWS environmental review process and is a first step in ESA coordination. The Columbia Missouri Ecological Field Services Office may be reached at 573-234-2132, or by mail at 101 Park Deville Drive, Suite A, Columbia, MO 65203.

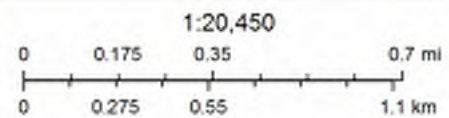
Transportation Projects: If the project involves the use of Federal Highway Administration transportation funds, these recommendations may not fulfill all contract requirements. Please contact the Missouri Department of Transportation at 573-526-4778 or www.modot.mo.gov/ehp/index.htm for additional information on recommendations.

Carthage-19CA40002-I-49_RteHH_Roundabout



January 31, 2020

- Project Boundary
- Buffered Project Boundary



Sources: Esri, HERE, Garmin, Intermap, increment P Corp., GEBCO, USGS, FAO, NPS, NRCAN, Geobase, IGN, Kadaster NL, Ordnance Survey, Esri Japan, METI, Esri China (Hong Kong), (S) OpenStreetMap contributors, and the GIS User Community

Species or Communities of Conservation Concern within the Area:

There are records for state-listed Endangered Species, or Missouri Species or Natural Communities of Conservation Concern within or near the defined Project Area. Please contact the Missouri Department of Conservation for further coordination.

MDC Natural Heritage Review
Resource Science Division
P.O. Box 180
Jefferson City, MO
65102-0180
Phone: 573-522-4115 ext. 3182
NaturalHeritageReview@mdc.mo.gov

Other Special Search Results:

No results have been identified for this project location.

Project Type Recommendations:

No recommendations have been identified for this project type.

Project Location and/or Species Recommendations:

Endangered Species Act Coordination - Indiana bats (*Myotis sodalis*, federal- and state-listed endangered) and **Northern long-eared bats** (*Myotis septentrionalis*, federal-listed threatened) may occur near the project area. Both of these species of bats hibernate during winter months in caves and mines. During the summer months, they roost and raise young under the bark of trees in wooded areas, often riparian forests and upland forests near perennial streams. During project activities, avoid degrading stream quality and where possible leave snags standing and preserve mature forest canopy. Do not enter caves known to harbor Indiana bats or Northern long-eared bats, especially from September to April. **If any trees need to be removed for your project, please contact the U.S. Fish and Wildlife Service (Ecological Services, 101 Park Deville Drive, Suite A, Columbia, Missouri 65203-0007; Phone 573-234-2132 ext. 100 for Ecological Services) for further coordination under the Endangered Species Act.**

The project location submitted and evaluated is within the range of the Gray Myotis (i.e., Gray Bat) in Missouri. Depending on habitat conditions of your project's location, Gray Myotis (*Myotis grisescens*, federal and state-listed endangered) could occur within the project area, as they forage over streams, rivers, lakes, and reservoirs. Avoid entry or disturbance of any cave inhabited by Gray Myotis and when possible retain forest vegetation along the stream and from the cave opening to the stream. See <http://mdc.mo.gov/104> for best management recommendations.

Invasive exotic species are a significant issue for fish, wildlife and agriculture in Missouri. Seeds, eggs, and larvae may be moved to new sites on boats or construction equipment. Please inspect and clean equipment thoroughly before moving between project sites. See <http://mdc.mo.gov/9633> for more information.

- Remove any mud, soil, trash, plants or animals from equipment before leaving any water body or work area.
- Drain water from boats and machinery that have operated in water, checking motor cavities, live-well, bilge and transom wells, tracks, buckets, and any other water reservoirs.
- When possible, wash and rinse equipment thoroughly with hard spray or HOT water (?140° F, typically available at do-it-yourself car wash sites), and dry in the hot sun before using again.

Streams and Wetlands – Clean Water Act Permits: Streams and wetlands in the project area should be protected from activities that degrade habitat conditions. For example, soil erosion, water pollution, placement of fill, dredging, in-stream activities, and riparian corridor removal, can modify or diminish aquatic habitats. Streams and wetlands may be protected under the Clean Water Act and require a permit for any activities that result in fill or other modifications to the site. Conditions provided within the U.S. Army Corps of Engineers (USACE) Clean Water Act Section 404 permit (<http://www.nwk.usace.army.mil/Missions/RegulatoryBranch.aspx>) and the Missouri Department of Natural Resources (DNR) issued Clean Water Act Section 401 Water Quality Certification (<http://dnr.mo.gov/env/wpp/401/index.html>), if required, should help minimize impacts to the aquatic organisms and aquatic habitat within the area. Depending on your project type, additional permits may be required by the Missouri Department of Natural Resources, such as permits for stormwater, wastewater treatment facilities, and confined animal feeding operations. Visit <http://dnr.mo.gov/env/wpp/permits/index.html> for more information on DNR permits. Visit both the USACE and DNR for more information on Clean Water Act permitting.

For further coordination with the Missouri Department of Conservation and the U.S. Fish and Wildlife Services, please see the contact information below.

MDC Natural Heritage Review
Resource Science Division
P.O. Box 180
Jefferson City, MO
65102-0180
Phone: 573-522-4115 ext. 3182
NaturalHeritageReview@mdc.mo.gov

U.S. Fish and Wildlife Service
Ecological Service
101 Park Deville Drive
Suite A
Columbia, MO
65203-0007
Phone: 573-234-2132

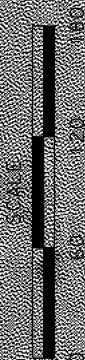
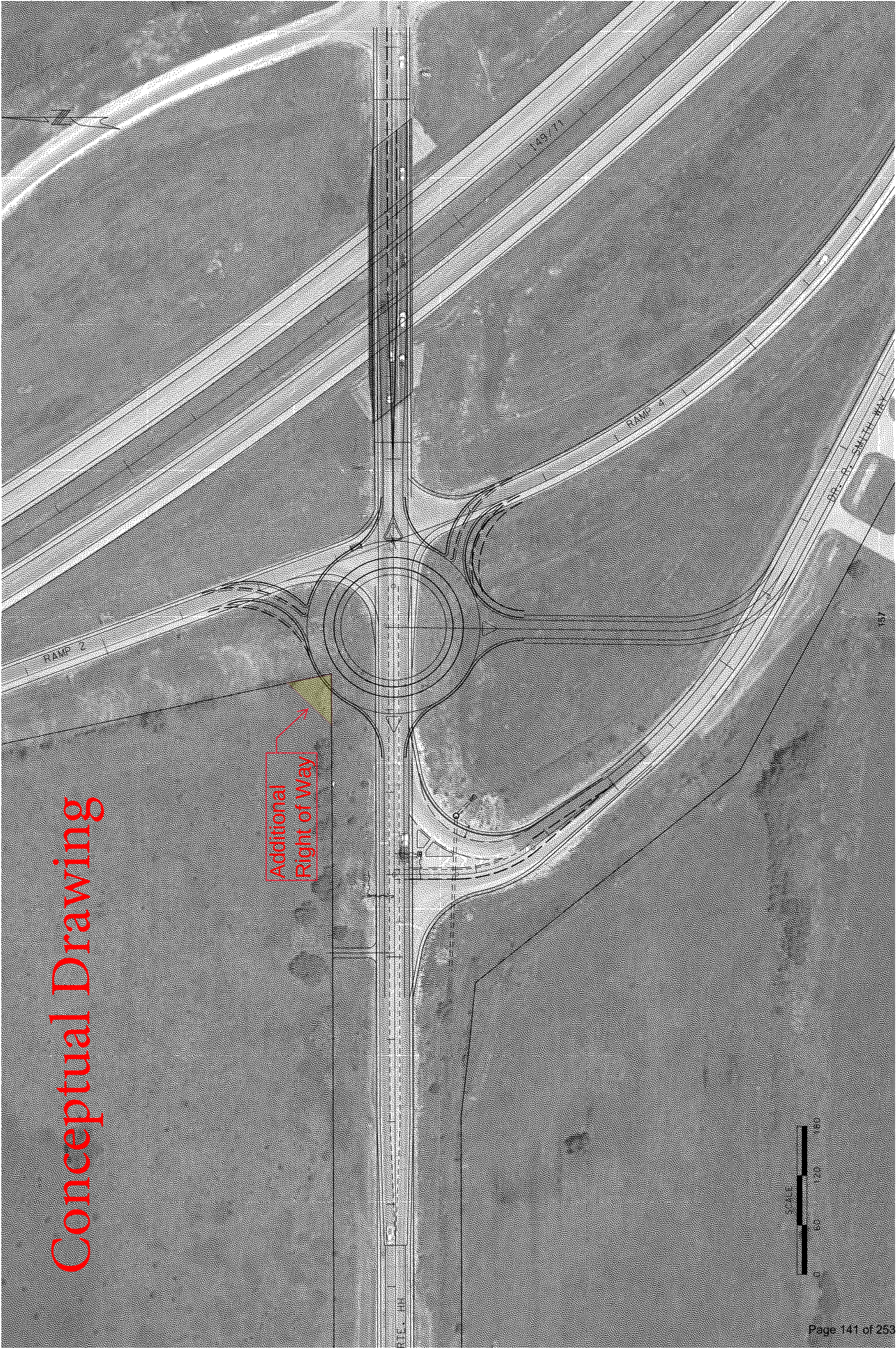
Miscellaneous Information

FEDERAL Concerns are species/habitats protected under the Federal Endangered Species Act and that have been known near enough to the project site to warrant consideration. For these, project managers must contact the U.S. Fish and Wildlife Service Ecological Services (101 Park Deville Drive Suite A, Columbia, Missouri 65203-0007; Phone 573-234-2132; Fax 573-234-2181) for consultation.

STATE Concerns are species/habitats known to exist near enough to the project site to warrant concern and that are protected under the Wildlife Code of Missouri (RSMo 3 CSR 1 0). "State Endangered Status" is determined by the Missouri Conservation Commission under constitutional authority, with requirements expressed in the Missouri Wildlife Code, rule 3CSR 1 0-4.111. Species tracked by the Natural Heritage Program have a "State Rank" which is a numeric rank of relative rarity. Species tracked by this program and all native Missouri wildlife are protected under rule 3CSR 10-4.110 General Provisions of the Wildlife Code.

Additional information on Missouri's sensitive species may be found at <http://mdc.mo.gov/discover-nature/field-guide/endangered-species>. Detailed information about the animals and some plants mentioned may be accessed at http://mdc4.mdc.mo.gov/applications/mofwis/mofwis_search1.aspx. If you would like printed copies of best management practices cited as internet URLs, please contact the Missouri Department of Conservation.

Conceptual Drawing



DATE PREPARED	DATE	\$
ROUTE	STATE	
HH	MO	
DISTRICT	SHEET NO.	
SW	X	
COUNTY	JASPER	
JOB NO.		
CONTRACT ID.		
PROJECT NO.		
BRIDGE NO.		
DESCRIPTION		
DATE		

MISSOURI HIGHWAYS AND TRANSPORTATION COMMISSION

105 WEST CAPITOL
JEFFERSON CITY, MO 65102
1-888-ASK-MODOT (1-888-275-6336)

MODOT

ANDERSON ENGINEERING
EMPLOYEE OWNED

ENGINEERS • SURVEYORS • LABORATORIES • DRILLING
ANDERSON CO.# 000062 • ANDREW ECKHART, P.E.# 200908717
219 5TH, P.O. BOX 286, MONETT, MISSOURI 65708 • PHONE (417) 236-0112

CONTRACT AGREEMENT

THIS AGREEMENT, made and entered into this _____ day of _____, 20____, by and between the City of Carthage, 326 Grant, Carthage, Missouri 64836, First Party, hereinafter referred to as the *OWNER*, and _____, Second Party, hereinafter referred to as the *CONTRACTOR*.

WITNESSETH:

That for and in consideration of the acceptance of Contractor's bid and the award of this contract to said Contractor by the Owner and in further consideration of the agreements of the parties herein contained, to be well and truly observed and faithfully kept by them, and each of them, it is agreed between the parties as follows, to wit:

The Contractor at his own expense hereby agrees to do or furnish all labor, materials, and equipment called for in the proposal designated and marked:

S6030(51) State Highway HH, I-49 Southbound Ramps, and Dr. Russell Smith Way Intersection, Carthage, Missouri

and agrees to perform all the work required by the contract as shown on the plans and specifications. The "Notice to Bidders", "Plans", and "Proposal", Contract Bond", "Missouri Standard Specifications For Highway Construction, 2023 Edition", "General and Job Special Provisions", "Notice to Proceed", and all change orders are made a part hereof as fully as if set out herein. It is understood and agreed that, except as may be otherwise provided for the "General and Job Special Provision", included in the Proposal, the work shall be done in accordance with the "Missouri Standard Specifications for Highway Construction, 2023 Edition". Said Specifications are part and parcel of this contract, and are incorporated into this contract as fully and effectively as if set forth in detail herein.

The Contractor further agrees that he is fully informed regarding all of the conditions affecting the work to be done, and labor and materials to be furnished for the completion of this contract, and that his information was secured by personal investigation and research and not from any estimates of the Owner; and that he will make no claim against the Owner by reason of estimates, tests, or representation of any officer, agent, or employees of the Owner.

The said Contractor agrees further to begin work not later than the authorized date in the Notice to Proceed, and to complete the work within the time specified in the proposal or such additional time as may be allowed by the engineer under the contract.

The work shall be done to complete satisfaction of the Owner and, in the case the Federal Government or any agency thereof is participating in the payment of the cost of construction of the work, the work shall also be subject to inspection and approval at all times by the proper agent or agents of such government agency including the Missouri Department of Transportation and the Federal Highway Administration.

The parties hereto agree that this contract in all things shall be governed by the laws of the State of Missouri.

The Contractor agrees that he will comply with all federal and state laws and regulations and local ordinances and that he will comply and cause each of his subcontractors, if any, to comply with all federal and state laws and federal regulations and directives pertaining to nondiscrimination against a person on the ground of race, color, religion, creed, sex, age, ancestry, or national origin in connection with this contract, including procurement of materials and lease of equipment therefore, in accordance with the special provisions on that subject attached hereto, incorporated in and made a part of the contract.

The Contractor expressly warrants that he has employed no third person to solicit or obtain this contract in his behalf, or to cause or procure the same to be obtained upon compensation in any way contingent, in whole or in part, upon such procurement; and that he has not paid, or promised or agreed to pay, to any third person, in consideration of such procurement, or in compensation for services in connection therewith, any brokerage, commission or percentage upon the amount receivable by him hereunder; and that he has not, in estimating the contract price demand by him, included any sum by reason of any such brokerage, commission, or percentage; and that all moneys payable to him hereunder are free from obligation of any other person for services rendered, or supposed to have been rendered, in the procurement of this contract. He further agrees that any breach of this warranty shall constitute adequate cause for the annulment of this contract by the Owner, and that the Owner may retain to its own use from any sums due to or to become due hereunder an amount equal to any brokerage, commission, or percentage so paid, or agreed to be paid.

The Owner agrees to pay the Contractor in the amount _____ Dollars (\$_____) as full compensation for the performance of work embraced in this contract, subject to adjustment as provided for changes in quantities and approved change orders.

IN WITNESS WHEREOF, the First Party and the Second Party, respectively, have caused this agreement to be duly executed the day and year first herein written, all copies of which, to all intents and purposes, shall be considered as the original.

OWNER:

City of Carthage

(SEAL) _____

By _____

Attest _____

Name _____ Dan Rife
(Please Type or Print)

Name _____
(Please Type or Print)

Title _____ Mayor

Title _____

CONTRACTOR:

(SEAL) _____

By _____

Attest _____

Name _____
(Please Type or Print)

Name _____
(Please Type or Print)

Title _____

CONTRACT BOND

KNOW ALL MEN BY THESE PRESENTS: That we _____

as principle, and _____

as surety, are held and firmly bound unto the City of Carthage, hereinafter called the
OWNER in the penal sum of: _____

DOLLARS (\$ _____) as the same may be increased by any and all changes in or additions to said contract
which may hereafter be made, lawful money of the United States, to be paid to the said OWNER or to its certain
agents, attorneys, assigns, or to the OWNER, for which sums of money, well and truly to
be paid, we bind ourselves, our heirs, successors, assigns, executors, and administrators, jointly and severally, firmly by these
presents.

SEALED with our seals and dated _____

The condition of this obligation is such that

WHEREAS, the said bounden principal has entered into a certain contract with the OWNER
acting by and through the OWNER, said contract being marked.

S6030(51) State Highway HH, I-49 Southbound Ramps, and Dr. Russell Smith Way Intersection, Carthage,
Missouri

a copy of said contract being hereto attached and made a part hereof and bearing date of _____

NOW, THEREFORE, if the said principal shall comply with and fulfill all the conditions of said contract, including those under which
principal agrees to pay the prevailing hourly rate of wages for each craft or type of workman required to execute the contract in the
locality as determined by State and Federal authority, as applicable, or by final judicial determination, and properly and promptly
complete the work in accordance with the provisions of said contract, plans and specifications without any hidden defects, and furnish
all the labor and materials required by said contract, and any and all changes in, or additions to said contract, which may hereafter be
made, and shall perform all the undertakings stipulated by said bounden principal to be performed and within the time mentioned in said
contract, or within any additional time granted by the OWNER which may be granted without notice to or consent from the surety, and
shall pay for all materials, lubricants, fuel, coal and coke, repairs on machinery, groceries and foodstuff, equipment and tools consumed
or used in connection with the construction of such work, and all insurance premiums, both compensation, and all other kinds of
insurance, on said work, and for all labor performed in such work, whether by subcontractor or claimant in person or by its employee,
agent, servant, bailee, or bailor, then this to be void; otherwise it shall be and remain in full force and effect.

ATTEST: (SEAL)

Secretary

Principal

By _____

Title _____

Surety

ATTEST: (SEAL)

By _____

Title _____

Address – Agent or Broker

Street

City

Name and Street Address of Agent to Whom All
Correspondence Should be Directed Relating to
Contract and Bond.

Name

Street

City, State

(2 of 2)

NOTICE OF AWARD

TO: _____

PROJECT Description: S6030(51) State Highway HH, I-49 Southbound Ramps, and Dr. Russell Smith Way Intersection, Carthage, Missouri

The OWNER has considered the BID submitted by you for the above described WORK in response to its invitation to Bid dated October 5th, 2023, and Instructions to Bidders.

You are hereby notified that your BID has been accepted in the amount of _____ and /100 Dollars (\$ _____).

You are required by the Instructions to Bidders to execute the Agreement and furnish the required CONTRACTORS PERFORMANCE BOND, PAYMENT BOND and CERTIFICATES OF INSURANCE within fourteen (14) consecutive calendar days from the date of this Notice to you.

If you fail to execute said Agreement and to furnish said BONDS and INSURANCE CERTIFICATES within fourteen (14) consecutive calendar days from the date of this Notice, said OWNER will be entitled to consider all your rights arising out of the OWNER'S acceptance of your BID as abandoned and as a forfeiture of your BID BOND. 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.

City of Carthage

Dated this _____ day of _____, 20

By _____

Title _____

ACCEPTANCE OF NOTICE

Receipt of the above NOTICE OF AWARD is hereby acknowledged by _____ this the
day of _____ 20__.

By _____

Title _____

NOTICE TO PROCEED

TO: _____

DATE: _____

PROJECT: S6030(51) State Highway HH, I-49 Southbound Ramps, and Dr. Russell Smith Way
Intersection, Carthage, Missouri _____

You are hereby notified to commence WORK in accordance with the Agreement dated _____, on or before _____, and you are to complete the WORK within 298 days thereafter. The date of completion of all WORK is therefore _____.

City of Carthage

By _____

Title _____

ACCEPTANCE OF NOTICE

Receipt of the above NOTICE TO PROCEED is hereby acknowledged by _____

this the _____ day of _____, 20 _____.

By _____

Title _____

**CONTRACTOR'S AFFIDAVIT
REGARDING
SETTLEMENT OF CLAIMS**

(To be executed and filed in duplicate)

_____, 20____

To the _____

This is to certify that all lawful claims for material, lubricants, fuel, coal, coke, repairs on machinery, groceries and foodstuffs, equipment and tools consumed or used in connection with the construction of the above mentioned project, and all insurance premiums, both compensation and all other kinds of insurance on said work, and for all labor performed in said work, whether by subcontractor or claimant in person or by his employee, agent, servant, bailee or bailor, have been paid and discharged.

Contractor

By _____
(Title)

By _____
(Title)

STATE OF _____

ss.

COUNTY OF _____

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

Notary Public

(SEAL)

My Commission expires _____, 20_____.

AFFIDAVIT

COMPLIANCE WITH THE PREVAILING WAGE LAW

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

State of _____, personally came and appeared _____

_____ of _____

(Name & 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

workers 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 Order No. _____

issued by the Division of Labor Standards on project

_____, _____,

(Job

No.) (Route or location, if building construction)

_____ County, Missouri, and completed on the _____ day of

_____, 20 _____.

**_____
*(Signature)***

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

My commission expires _____, 20 _____.

Notary Public

Fig. 136.11.11

DESIGN DESIGNATION

A.A.D.T. - 2023 = 13,280
A.A.D.T. - 2033 = 21,008
D.H.V. = 8%
T = 6%
V = 45 M.P.H.

FUNCTIONAL CLASSIFICATION - MAJOR COLLECTOR

V = 45 M.P.H.

CONTROLLED ACCESS HIGHWAY

THIS SHALL BE A CONTROLLED ACCESS HIGHWAY, BETWEEN STA. 275+00.00 AND STA. 285+77.38 EXCEPT AT LOCATIONS AND AS OTHERWISE SPECIFICALLY SHOWN ON THESE PLANS. NO ABUTTER'S RIGHTS IN OR OF DIRECT ACCESS TO, FROM, OR ACROSS THE HIGHWAY OR ITS RIGHT-OF-WAY SHALL ATTACH OR BELONG TO ANY PROPERTY ABUTTING ON SAID SECTION OF HIGHWAY, OR TO ANY PERSON MERELY BECAUSE OF OWNERSHIP OF SUCH ABUTTING PROPERTY. THERE SHALL BE THE USUAL RIGHT OF ACCESS OVER ANY LOCATION SHOWN ON THESE PLANS EITHER AS (1) AN ENTRANCE OR (2) A PRIVATE UNDERPASS. WHEREVER AN ADJACENT OUTER ROADWAY OR SERVICE ROAD IS SHOWN, THERE SHALL BE THE USUAL RIGHT OF DIRECT ACCESS BETWEEN THE ABUTTING PROPERTY AND SUCH OUTER ROADWAY OR SERVICE ROAD (EXCEPT WHERE ACCESS IS SPECIFICALLY PROHIBITED BY THE SPECIAL SYMBOL DENOTING NO RIGHT OF ACCESS) AND ALONG IT TO AND FROM THE NEAREST LANE OF THE THROUGHWAY OF A PUBLIC HIGHWAY. OUTER ROADWAYS AND SERVICE ROADS, AS THE CASE MAY BE, ARE SO DESIGNATED ON THE PLANS.

 BEGINNING AND ENDING OF CONTROLLED ACCESS

 CONTROLLED ACCESS

 NO RIGHT OF ACCESS OR CROSSING OF LINES BEARING THIS SYMBOL WILL BE PERMITTED UNDER ANY CIRCUMSTANCES.

THIS SHALL BE A CONTROLLED ACCESS HIGHWAY, BETWEEN STA. 275+00.00 AND STA. 285+77.38 EXCEPT AT LOCATIONS AND AS OTHERWISE SPECIFICALLY SHOWN ON THESE PLANS, NO ABUTTERS RIGHTS IN OR OF DIRECT ACCESS TO, FROM, OR ACROSS THE HIGHWAY OR ITS RIGHT-OF-WAY SHALL ATTACH OR BELONG TO ANY PROPERTY ABUTTING ON SAID SECTION OF HIGHWAY, OR TO ANY PERSON MERELY BECAUSE OF OWNERSHIP OF SUCH ABUTTING PROPERTY. THERE SHALL BE THE USUAL RIGHT OF ACCESS OVER ANY LOCATION SHOWN ON THESE PLANS EITHER AS (1) AN ENTRANCE OR (2) A PRIVATE UNDERPASS. WHEREVER AN ADJACENT OUTER ROADWAY OR SERVICE ROAD IS SHOWN, THERE SHALL BE THE USUAL RIGHT OF DIRECT ACCESS BETWEEN THE ABUTTING PROPERTY AND SUCH OUTER ROADWAY OR SERVICE ROAD (EXCEPT WHERE ACCESS IS SPECIFICALLY PROHIBITED BY THE SPECIAL SYMBOL DENOTING NO RIGHT OF ACCESS) AND ALONG IT TO AND FROM THE NEAREST LANE OF THE THROUGHWAY OF A PUBLIC HIGHWAY. OUTER ROADWAYS AND SERVICE ROADS, AS THE CASE MAY BE, ARE SO DESIGNATED ON THE PLANS.

	BEGINNING AND ENDING OF CONTROLLED ACCESS
	CONTROLLED ACCESS
	NO RIGHT OF ACCESS OR CROSSING OF LINES BEARING THIS SYMBOL WILL BE PERMITTED UNDER ANY CIRCUMSTANCES.

	EXISTING	NEW
BUILDINGS AND STRUCTURES		
GUARD RAIL		
GUARD CABLE		
CONCRETE RIGHT-OF-WAY MARKER		
STEEL RIGHT-OF-WAY MARKER		
LOCATION SURVEY MARKER		
UTILITIES		
FIBER OPTICS	- FO -	- FO -
OVERHEAD CABLE TV	- OTV -	- OTV -
UNDERGROUND CABLE TV	- UTV -	- UTV -
OVERHEAD TELEPHONE	- OT -	- OT -
UNDERGROUND TELEPHONE	- UT -	- UT -
OVERHEAD POWER	- OE -	- OE -
UNDERGROUND POWER	- UE -	- UE -
SANITARY SEWER	- S -	- S -
STORM SEWER	- SS -	- SS -
GAS	- G -	- G -
WATER	- W -	- W -
MANHOLE		
FIRE HYDRANT		
WATER VALVE		
WATER METER		
DROP INLET		
DITCH BLOCK		
GROUND MOUNTED SIGN		
LIGHT POLE		
H-FRAME POWER POLE		
TELEPHONE PEDESTAL		
FENCE		
CHAIN LINK		
WOVEN WIRE		
GATE POST		
BENCHMARK		

NOTE: DASHED OR OPEN SYMBOLS INDICATE EXISTING FEATURES

MISSOURI HIGHWAYS AND TRANSPORTATION COMMISSION

PLANS FOR PROPOSED STATE HIGHWAY JASPER COUNTY

S6030(51)

T28N R31W

The map displays the layout of proposed State Highway 49 in Jasper County, Missouri. It covers a grid of townships 08, 09, 10, 15, 16, and 17, and ranges 15, 16, and 17. Highway 49 is shown as a thick line running north-south, with a bridge crossing the Neosho River. Highway 71 is shown as a thick line running east-west. The town of Carthage is labeled in the center. Various streets and landmarks are marked, including the Neosho River, the Neosho River Bridge, and the Carthage River. A north arrow is located in the top right corner.

T28N R31W

08 09 10 15 16 17 20 21 22

CARTHAGE

STA. 275+00.00
BEGIN PROJECT

STA. 285+77.38
END PROJECT

PROJECT LIMITS
ROUNDABOUT
RE-ALIGNMENTS, PAVING,
& LIGHTING
LENGTH 0.204 MILES

Approved by City of Carthage
Zeb Carney, Director of Public Works
8/8/23
Date

ENGINEER'S AUTHENTICATION
THE RESPONSIBILITY FOR PROFESSIONAL ENGINEERING
LIABILITY ON THIS PROJECT IS HEREBY LIMITED TO
THIS SET OF PLANS AUTHENTICATED BY THE SEAL,
SIGNATURE, AND DATE HEREUNDER ATTACHED.
RESPONSIBILITY IS DISCLAIMED FOR ALL OTHER ENGINEERING
PLANS INVOLVED IN THIS PROJECT AND SPECIFICALLY
EXCLUDES REVISIONS AFTER THIS DATE UNLESS
REAUTHENTICATED.
ANDERSON ENGINEERING, INC.

NOT TO SCALE

THE EXISTENCE AND APPROXIMATE LOCATION OF UTILITY
FACILITIES KNOWN TO EXIST, AS SHOWN ON THE PLANS, ARE
BASED ON THE BEST INFORMATION AVAILABLE TO THE COMMISSION
AT THIS TIME. THIS INFORMATION IS PROVIDED BY THE
COMMISSION "AS-IS" AND THE COMMISSION EXPRESSLY DISCLAIMS
ANY REPRESENTATION OR WARRANTY AS TO THE COMPLETENESS,
ACCURACY, OR SUITABILITY OF THE INFORMATION FOR ANY USE.
RELIANCE UPON THIS INFORMATION IS DONE AT THE RISK AND
PERIL OF THE USER, AND THE COMMISSION SHALL NOT BE LIABLE
FOR ANY DAMAGES THAT MAY ARISE FROM ANY ERROR IN THE
INFORMATION. IT IS, THEREFORE, THE RESPONSIBILITY OF THE
CONTRACTOR TO VERIFY THE EXISTENCE, LOCATION AND STATUS
OF ANY FACILITY. SUCH VERIFICATION INCLUDES DIRECT CONTACT
WITH THE LISTED UTILITIES.

PERIL OF THE USER, AND THE COMMISSION SHALL NOT BE LIABLE FOR ANY DAMAGES THAT MAY ARISE FROM ANY ERROR IN THE INFORMATION. IT IS, THEREFORE, THE RESPONSIBILITY OF THE CONTRACTOR TO VERIFY THE EXISTENCE, LOCATION AND STATUS OF ANY FACILITY. SUCH VERIFICATION INCLUDES DIRECT CONTACT WITH THE LISTED UTILITIES.

INDEX OF SHEETS	
DESCRIPTION	SHEET NUMBER
TITLE SHEET -----	1
TYPICAL SECTIONS (TS) (8 SHEETS)---	2
QUANTITIES (QU) (9 SHEETS)-----	3
PLAN-PROFILE (PP)-----	4-20
RIGHT OF WAY (RW)-----	21-22
SPECIAL SHEETS (SS)-----	23-34
TRAFFIC CONTROL SHEETS (TC)-----	35-47
EROSION CONTROL SHEETS (EC)-----	48-50
LIGHTING (LT)-----	51
SIGNING (SN)-----	52-65
PAVEMENT MARKING (PM)-----	66-70
CULVERT SECTIONS (CS)-----	71-72
CROSS SECTIONS (XS)-----	1-135

LENGTH OF PROJECT		
BEGINNING OF PROJECT	STA.	275 + 00.00
END OF PROJECT	STA.	285 + 77.38
APPARENT LENGTH		1077.38 FEET
EQUATIONS AND EXCEPTIONS:		
TOTAL CORRECTIONS	000.00	FEET
NET LENGTH OF PROJECT	1077.38	FEET
STATE LENGTH	0.204	MILES
FOR INFORMATION ONLY		
ESTIMATED DISTURBED ACRES	0.66	ACRES

BEGINNING OF PROJECT	STA.	275 + 00.00
END OF PROJECT	STA.	285 + 77.38
APPARENT LENGTH		1077.38 FEET
EQUATIONS AND EXCEPTIONS:		
TOTAL CORRECTIONS		000.00 FEET
NET LENGTH OF PROJECT		1077.38 FEET
STATE LENGTH		0.204 MILES
FOR INFORMATION ONLY ESTIMATED DISTURBED ACRES		0.66 ACRES

EQUATIONS AND EXCEPTIONS:

FOR INFORMATION ONLY
ESTIMATED DISTURBED ACRES 0.66 ACRES

SHEET NUMBER
01

JASPER COUNTY, MISSOURI
J7S3378
TITLE SHEET

SEC 16 & 21, T28N, R31W
ROUTE HH

10

COUNCIL BILL NO. 24-02

ORDINANCE NO. _____

An Ordinance of the City of Carthage, Missouri authorizing the Mayor to execute a Contract between the City of Carthage, Missouri and Missouri Department of Transportation for sidewalk improvements, Airport Drive and Fairview Avenue/Route E – 571 to River Street/River Street to Pearl Street, pursuant to TAP 1601(706), in the City of Carthage, Missouri.

BE IT ORDAINED BY THE COUNCIL OF THE CITY OF CARTHAGE, JASPER COUNTY, MISSOURI as follows:

SECTION I: The agreement with sidewalks along Airport Drive and Fairview Avenue/Route E – 571 to River Street/River Street to Pearl Street, attached hereto as Exhibit A and incorporated herein by reference is approved as a contractual obligation of the City of Carthage, Missouri.

SECTION II: The Mayor is hereby authorized and directed to execute said agreement, in Exhibit A, on behalf of the City of Carthage, Missouri, and to affix the municipal seal hereto and to attest the same.

SECTION III: This ordinance shall take effect and be in force from and after its passage and approval.

PASSED AND APPROVED THIS _____ DAY OF _____, 2024.

Dan Rife, Mayor

ATTEST:

Miranda Deal, City Clerk

Sponsored by: Public Works

CCO Form: DE65
Approved: 12/07 (BDG)
Revised: 01/23 (BDG)
Modified:

TAP – 1601(706)

**MISSOURI HIGHWAYS AND TRANSPORTATION COMMISSION
SIDEWALK IMPROVEMENTS AGREEMENT**

THIS AGREEMENT is made and entered into by and between the Missouri Highways and Transportation Commission (hereinafter, "Commission"), whose address is P.O. Box 270, 105 W. Capitol, Jefferson City, Missouri 65102, and the City of Carthage, Missouri (hereinafter, "City"), whose address is 326 Grant, Carthage, MO 64836.

WITNESSETH:

WHEREAS, the Commission owns and operates, as part of the State Highway System, Route E; and

WHEREAS, the City is desirous of performing certain tasks related to the installation and maintenance of sidewalk improvements.

NOW, THEREFORE, in consideration of the mutual covenants, promises and representations contained in this Agreement, the parties agree as follows:

(1) PROPOSAL: The City proposes and the Commission will allow the installation, including maintenance, of sidewalk improvements on Commission right-of-way as provided in this Agreement.

(2) LOCATION: The general location of the sidewalk improvements to be installed and maintained pursuant to this Agreement is along the North side of Route E (Fairview Avenue) from River Street to Pearl Street, Jasper County, Missouri, as shown on the attachment marked as Exhibit A, which is incorporated herein by reference.

(3) COSTS: All costs associated with the construction of the proposed sidewalk improvements, including, but not limited to, signing, traffic signals, and traffic control during construction, will be borne entirely by the City, with no cost incurred by the Commission.

(4) PLANS: The City shall have detailed plans prepared at no cost to the Commission, which are to be submitted to the Commission's District Engineer for the Commission's review and approval. The Commission's District Engineer, in his/her sole discretion, may require modifications to the plans prior to approving the plans.

(5) TRAFFIC CONTROL DEVICES: All pavement marking, signs, and

traffic signals installed with the proposed improvements shall be in accordance with the latest revision of the *Manual on Uniform Traffic Control Devices for Streets and Highways*.

(6) RELOCATION: The City shall secure the removal, relocation or adjustment of any public or private utilities located on private easements or public right-of way, if the construction of the herein contemplated improvements so required, without cost to the Commission.

(7) INSPECTION: The City will allow inspection of the construction and maintenance activities of the herein contemplated improvements by the Commission's District Engineer, or his authorized representative, at any time and shall take no attempts to prevent said inspection. Within thirty (30) days following notice by the City to the Commission that construction is complete, the Commission will inspect the work to determine that it is acceptable. The sidewalk improvements will not be placed in operation until the Commission authorizes.

(8) INDEMNIFICATION:

(A) To the extent allowed or imposed by law, the City shall defend, indemnify and hold harmless the Commission, including its members and department employees, from any claim or liability whether based on a claim for damages to real or personal property or to a person for any matter relating to or arising out of the City's wrongful or negligent performance of its obligations under this Agreement.

(B) The City will require any contractor procured by the City to work under this Agreement:

(1) To obtain a no cost permit from the Commission's district engineer prior to working on the Commission's right-of-way, which shall be signed by an authorized contractor representative (a permit from the Commission's district engineer will not be required for work outside of the Commission's right-of-way); and

(2) To carry commercial general liability insurance and commercial automobile liability insurance from a company authorized to issue insurance in Missouri, and to name the Commission, and the Missouri Department of Transportation and its employees, as additional named insureds in amounts sufficient to cover the sovereign immunity limits for Missouri public entities (\$500,000 per claimant and \$4,000,000 per occurrence) as calculated by the Missouri Department of Insurance, Financial Institutions and Professional Registration, and published annually in the Missouri Register pursuant to Section 537.610, RSMo.

(C) In no event shall the language of this Agreement constitute or be construed as a waiver or limitation for either party's rights or defenses with regard to each party's applicable sovereign, governmental, or official immunities and protections as provided by federal and state constitution or law.

(9) OWNERSHIP AND MAINTENANCE: All improvements made pursuant to this Agreement within the state-owned right-of-way shall become the Commission's property. The City, at its sole cost and expense, is responsible for maintaining all sidewalks constructed or installed pursuant to this Agreement in fully operational, safe and aesthetically acceptable condition. All future alterations, modifications, or maintenance of the sidewalk improvements will be the responsibility of the City. Maintenance by the City will include, but is not limited to, crack repair, patching holes, removing litter, debris, trash, and leaves, and removal of snow and ice (through methods approved by the Commission). All sidewalks constructed pursuant to this Agreement shall be maintained in a condition safe for use of the sidewalks by the general public at all times. If the City fails to maintain the sidewalks in a safe condition, the Commission may cancel this Agreement and remove the sidewalks from Commission right of way or the Commission may maintain the sidewalks at the City's cost and expense.

(10) PERMITS: Before beginning work, the City shall secure from the Commission's District Engineer a permit for the proposed improvement. The City shall comply with any additional conditions placed on the permit by the Commission.

(11) BOND: The City shall secure sufficient bond, as determined by the Commission's District Engineer or his authorized representative, for the construction of the proposed improvement on Commission right-of-way.

(12) CONSTRUCTION OF IMPROVEMENTS: All construction of the proposed improvements shall be according to the latest editions of the Missouri Highways and Transportation Commission's *Standard Specifications for Highway Construction*, Standard Plans for Highway Construction, and the Missouri Department of Transportation's *Approved Products List for Traffic Signals and Highway Lighting*.

(13) AMENDMENTS: Any change in this Agreement, whether by modification or supplementation, must be accomplished by a formal contract amendment signed and approved by the duly authorized representative of the City and the Commission.

(14) ASSIGNMENT: The City shall not assign, transfer or delegate any interest in this Agreement without the prior written consent of the Commission.

(15) AUDIT OF RECORDS: The City must maintain all records relating to this Agreement, including but not limited to invoices, payrolls, etc. These records must be available at all reasonable times at no charge to the Commission and/or its designees or representatives during the period of this Agreement and any extension thereof, and for three (3) years from the date of final payment made under this Agreement.

(16) CANCELLATION: The Commission may cancel this Agreement at any

time for a material breach of contractual obligations or for convenience by providing the City with written notice of cancellation. Should the Commission exercise its right to cancel the contract for such reasons, cancellation will become effective upon the date specified in the notice of cancellation sent to the City.

(17) LAW OF MISSOURI TO GOVERN: This Agreement shall be construed according to the laws of the state of Missouri. The City shall comply with all local, state and federal laws and regulations relating to the performance of this Agreement.

(18) MISSOURI NONDISCRIMINATION CLAUSE: The City shall comply with all state and federal statutes applicable to City relating to nondiscrimination, including, but not limited to, Chapter 213, RSMo; Title VI and Title VII of the Civil Rights Act of 1964 as amended (42 U.S.C. Sections 2000d and 2000e, *et seq.*); and with any provision of the "Americans with Disabilities Act" (42 U.S.C. Section 12101, *et seq.*).

(19) VENUE: It is agreed by the parties that any action at law, suit in equity, or other judicial proceeding to enforce or construe this Agreement, or regarding its alleged breach, shall be instituted only in the Circuit Court of Cole County, Missouri.

(20) SECTION HEADINGS: All section headings contained in this Agreement are for the convenience of reference only and are not intended to define or limit the scope of any provision of this Agreement.

(21) SOLE BENEFICIARY: This Agreement is made for the sole benefit of the parties hereto and nothing in this Agreement shall be construed to give any rights or benefits to anyone other than the Commission and the City.

(22) NO INTEREST: By constructing and maintaining the sidewalk improvements on Commission right of way, the City gains no interest in Commission right-of-way whatsoever. The Commission shall not be obligated to keep the constructed improvements in place if the Commission, in its sole discretion, determines removal or modification of the improvements is in the best interests of the state highway system. In the event the Commission decides to remove the improvements, the City shall not be entitled to a refund of the funds expended by the City pursuant to this Agreement.

(23) AUTHORITY TO EXECUTE: The signers of this Agreement warrant that they are acting officially and properly on behalf of their respective institutions and have been duly authorized, directed and empowered to execute this Agreement.

(24) VOLUNTARY NATURE OF AGREEMENT: Each party to this Agreement warrants and certifies that it enters into this transaction and executes this Agreement freely and voluntarily and without being in a state of duress or under threats or coercion.

(25) ENTIRE AGREEMENT: This Agreement represents the entire

understanding between the parties regarding this subject and supersedes all prior written or oral communications between the parties regarding this subject.

(26) DURATION: Unless otherwise terminated pursuant to (9) or (16), above, or through mutual agreement of the parties, this Agreement shall be in effect for a continuing duration upon execution of this Agreement.

IN WITNESS WHEREOF, the parties have entered into this Agreement on the date last written below.

Executed by the City on _____(DATE).

Executed by the Commission on _____(DATE).

MISSOURI HIGHWAYS AND
TRANSPORTATION COMMISSION

CITY OF CARTHAGE

By _____

By _____

Title _____

Title _____ Mayor _____

ATTEST:

ATTEST:

Secretary to the Commission

By _____

Title _____ City Clerk _____

Approved as to Form:

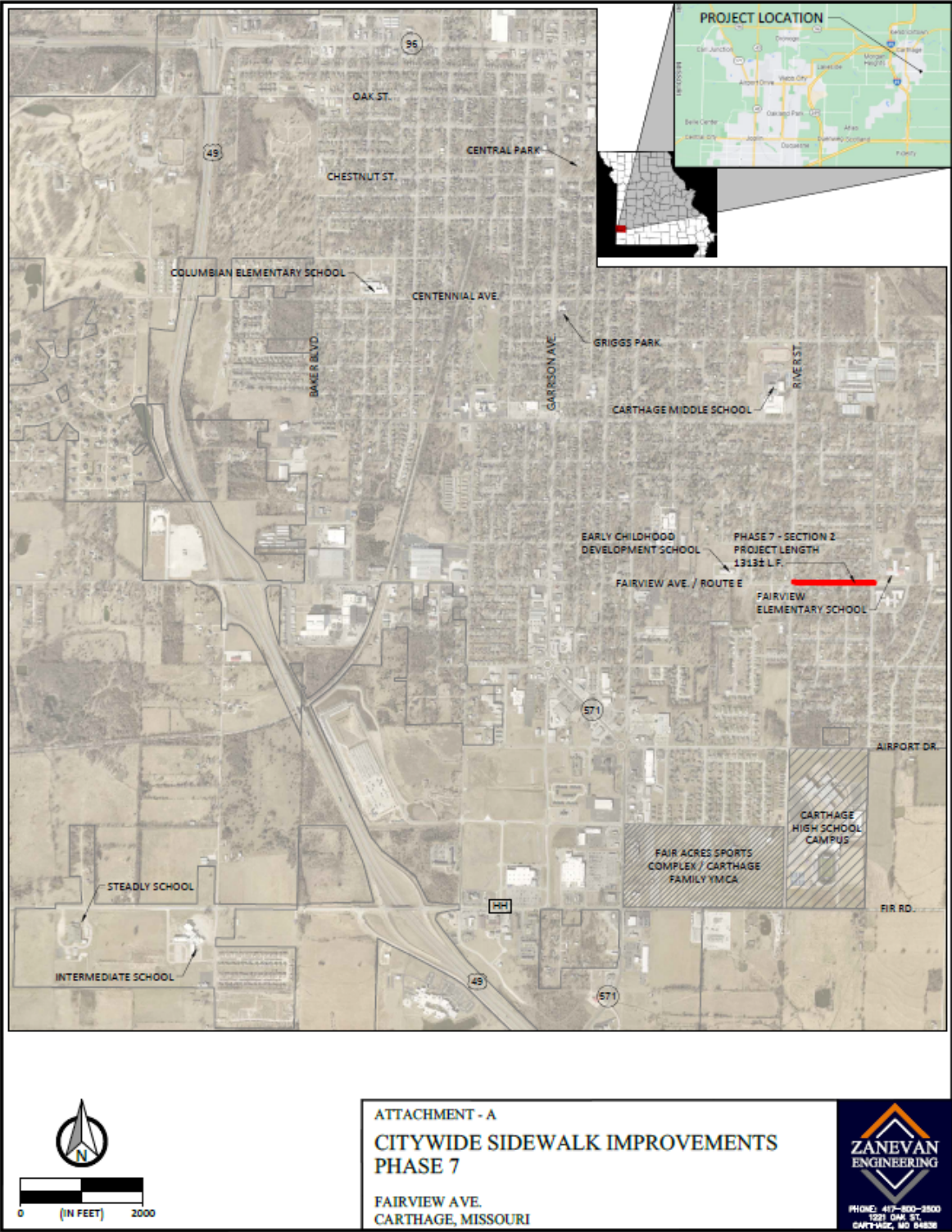
Approved as to Form:

Commission Counsel

Title _____ City Attorney _____

Ordinance Number: _____

PROJECT LOCATION - ATTACHMENT A



COUNCIL BILL NO. 24-03

ORDINANCE NO. _____

An Ordinance authorizing the Mayor to grant an Easement of Property owned by the City of Carthage in Municipal Park, to Spire Missouri, Inc. to construct, operate and maintain a gas distribution system consisting of mains, piping, valves, service connections, appurtenances and above ground structures.

BE IT ORDAINED BY THE COUNCIL OF THE CITY OF CARTHAGE, JASPER COUNTY, MISSOURI as follows:

SECTION I: The Mayor of the City of Carthage is hereby authorized to grant an Easement of Property owned by the City of Carthage in Municipal Park, to Spire Missouri, Inc. to construct, operate and maintain a gas distribution system consisting of mains, piping, valves, service connections, appurtenances and above ground structures, a copy of the easement is attached hereto and incorporated herein as if set out in full.

SECTION II: This Ordinance shall take effect and be in force from and after its passage and approval.

PASSED AND APPROVED THIS _____ DAY OF _____, 2024.

Dan Rife, Mayor

ATTEST:

Miranda Deal, City Clerk

Sponsored by: Public Works

EASEMENT

Jasper County, Missouri

For and in consideration of the sum of ONE AND NO/100 Dollars (\$1.00) and other valuable consideration in hand paid, the receipt of which is hereby acknowledged.

**CITY OF CARTHAGE, MISSOURI, a municipal corporation, for the use and benefit of
the Carthage Parks and Recreation Board (Grantor)**

Room 5 Courthouse
Carthage, MO

owners of a tract of land described as follows: Part of Section 5, Township 28 North, Range 31 West as described in Book 1240 at Page 1427 of the Jasper County, Missouri Records,

does hereby grant unto

SPIRE MISSOURI INC. (Grantee)

700 Market Street
St. Louis, MO 63101

its successors, assigns, lessees and tenants forever, the right and easement to construct, operate and maintain a gas distribution system consisting of mains, piping, valves, service connections, appurtenances and above ground structures along with the right to construct, maintain, alter, inspect, repair, replace, protect, relocate, change the size of, operate and remove a cathodic protection rectifier or rectifiers, anodes and cables thereto, and appurtenances for the production of cathodic protection currents therein, in, under and across the following part of the aforesaid land, namely:

A ten-foot (10') strip of land in the above parcel as shown on "Easement Exhibit A, Page 1 of 2 and Page 2 of 2" and further described on "Easement Exhibit B" together with the rights to use additional space adjacent to the above-described easement as may be required during construction and the right of ingress to and egress from the above described land and contiguous land owned by **Grantor**. In exercising its rights of access **Grantee** shall whenever practical, use existing roads or lanes.

Grantee, its successors and assigns, will have the right to use and control a line or lines of natural gas pipe for the circulation and distribution of natural gas for public or private use through the above-described property for all proper purposes connected with the installation, use, maintenance, and replacement of the line(s) of natural gas pipe, and with the attachment thereto of the service lines of its customers. Furthermore, **Grantee**, its successors and assigns, will have the right to use and control a cathodic protection rectifier or rectifiers, anodes and cables thereto, and appurtenances for the

production of cathodic protection currents therein through the above described property for all proper purposes connected with the installation, use, maintenance, and replacement of the cathodic protection rectifier or rectifiers, anodes and cables thereto, and appurtenances for the production of cathodic protection currents therein. **Grantee** has the right and privilege of removing at any time, any or all the cathodic protection rectifier or rectifiers, anodes and cables thereto, and appurtenances to produce cathodic protection currents therein without surrendering its easement rights stated herein.

Grantee has the right and privilege of removing at any time, any or all the line of natural gas improvements without surrendering its easement rights stated herein. If the natural gas pipe to which the service line connection(s) of the undersigned is abandoned, the service line (s) and the connection(s) may be relocated to another natural gas pipe as directed by **Grantee**.

Grantors shall have the right to use and enjoy the above-described lands, except as to the rights herein conveyed. **Grantor** agrees not to obstruct or interfere with the normal use or maintenance of such pipeline or lines and any connections to the same along with cathodic protection rectifier or rectifiers, anodes and cables thereto, and appurtenances to produce cathodic protection currents therein. The undersigned also agrees not to erect or cause to be erected any building or structure on said easement and not place fill in excess of five (5) feet on pipeline(s) or cathodic protection rectifier or rectifiers, anodes and cables thereto, and appurtenances for the production of cathodic protection currents therein, or remove overburden (cover) such that pipeline or cathodic protection rectifier or rectifiers, anodes and cables thereto, and appurtenances for the production of cathodic protection currents therein, does not have at least three (3) feet of remaining cover. **Grantee** shall also have the right to clear and keep clear brush, trees, shrubbery, roots and other obstructions which, in **Grantee's** judgment, may interfere with the safe, proper and expeditious laying, construction, maintenance, alteration, inspection, repair, replacement, protection, relocation, operation and removal of said pipe line(s), lines and facilities, cathodic protection rectifier or rectifiers, anodes and cables thereto, and appurtenances for the production of cathodic protection currents therein or any part thereof, within or upon the above described land.

Grantor further reserves the right to make other improvements it desires on, over, in or near the Easement Area and should **Grantor's** improvements plan so require, **Grantee** will remove its gas distribution system components, cathodic protection rectifier or rectifiers, anodes and cables thereto, and appurtenances for the production of cathodic protection currents therein, from the referenced Easement Area; provided however, that **Grantor** agrees to provide to **Grantee** written notice no less than 120 days before commencing work in connection with any such improvements. In connection with any such improvement, **Grantor** agrees to provide detailed information regarding such improvements to **Grantee** and to cooperate with **Grantee** to identify an alternate Easement Area owned or controlled by **Grantor** and agreeable to both parties with respect to which **Grantee** would be accorded rights substantially similar to those contemplated herein. In any such instance, the cost of removing and relocating the gas distribution system components, cathodic protection rectifier or rectifiers, anodes and cables thereto, and appurtenances to produce cathodic protection currents therein, shall be paid by the **Grantor** if the removal and relocation is made necessary by the actions of **Grantor**.

Grantor warrants and will defend the title to said easement during its existence with the **Grantee** for its use and benefit against all parties whatsoever.

Grantee accepts this easement with the understanding and on the condition, that whenever it shall make any excavations in the above-described property the **Grantee** will properly backfill all excavations and shall restore the ground as nearly as practicable to its former condition.

IN WITNESS WHEREOF, said CITY OF CARTHAGE, MISSOURI has caused these presents to be the day and year first above written.

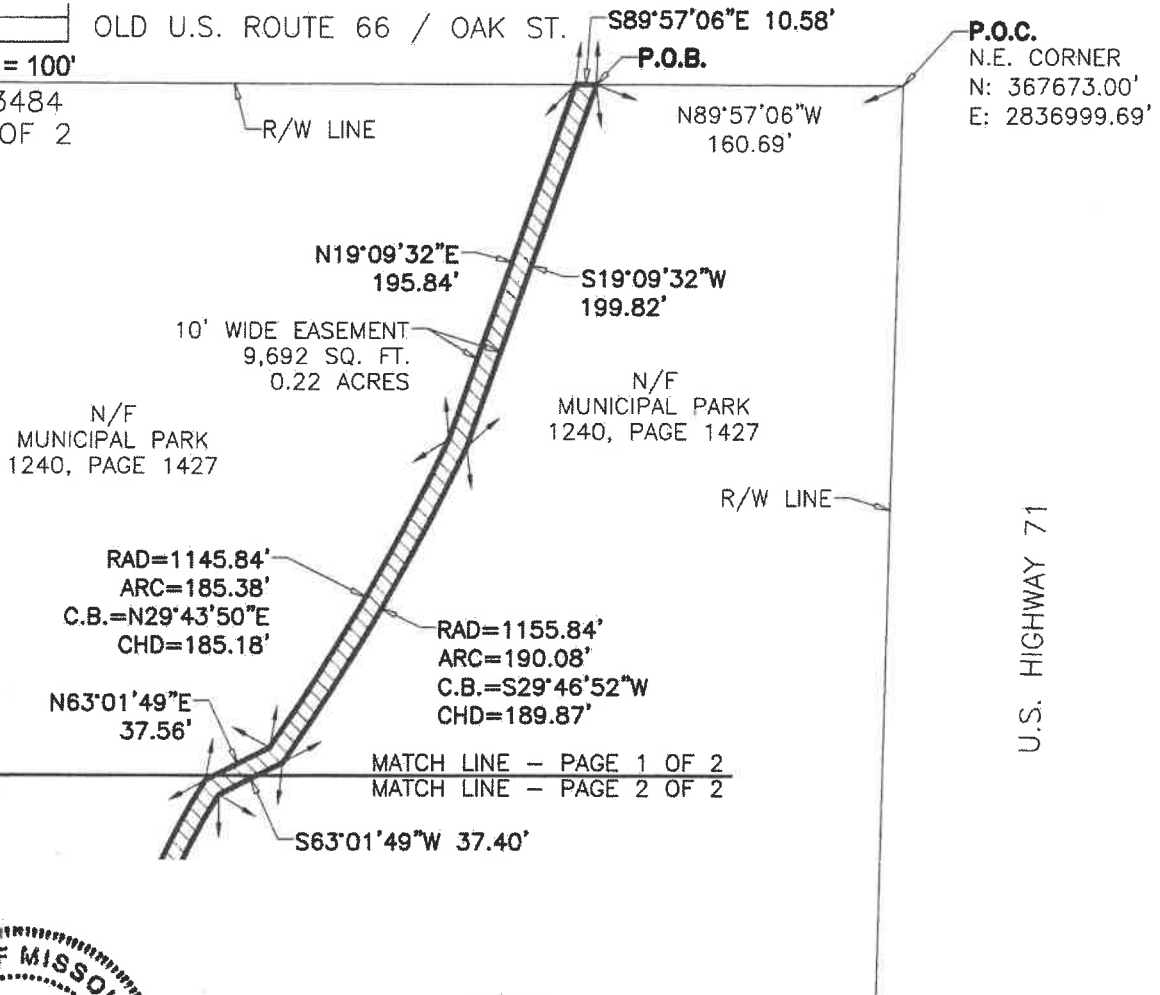
EASEMENT EXHIBIT A

PART OF THE NORTH HALF OF THE SOUTHEAST QUARTER OF SECTION 5,
TOWNSHIP 28 NORTH, RANGE 31 WEST OF THE 5TH P.M.,
CITY OF CARTHAGE, JASPER COUNTY, MISSOURI



SCALE: 1" = 100'

SR#6723484
PAGE 1 OF 2



NOTES:

1. Bearing referenced to Grid North of the Missouri Coordinate System 1983, West Zone per GPS observations utilizing the MoDOT VRS RTK Network.
2. Outboundary shown hereon as per Missouri Warranty Deed recorded on January 14, 1981 in Book 1240, Page 1427 of the Jasper County Recorder of Deeds.
3. Centerline Distance = 969.34'

Mark R. Frankenberg 11/22/23

Mark R. Frankenberg, PLS #2365
State of Missouri
Registered Land Surveyor for
Buescher Frankenberg Associates, Inc
Corporate #0096

bfaeng.com

TELEPHONE: (636) 239-4751



103 ELM STREET, WASHINGTON, MISSOURI 63090

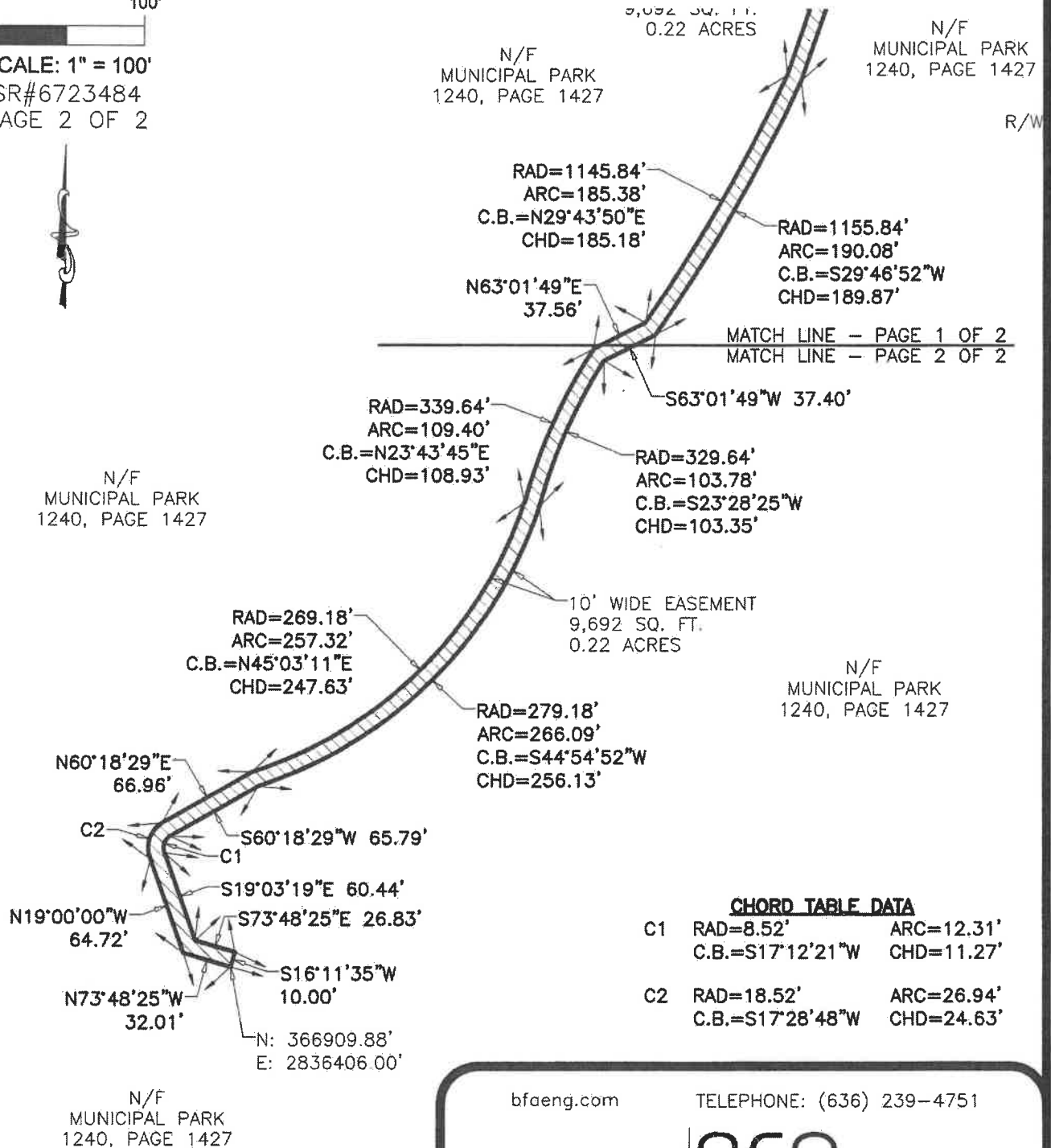
DRAWN BY DATE Project No.
A.C.W. 11-17-23 3712

EASEMENT EXHIBIT A

PART OF THE NORTH HALF OF THE SOUTHEAST QUARTER OF SECTION 5,
TOWNSHIP 28 NORTH, RANGE 31 WEST OF THE 5TH P.M.,
CITY OF CARTHAGE, JASPER COUNTY, MISSOURI



SCALE: 1" = 100'
SR#6723484
PAGE 2 OF 2



CHORD TABLE DATA

C1	RAD=8.52'	ARC=12.31'
	C.B.=S17°12'21"W	CHD=11.27'
C2	RAD=18.52'	ARC=26.94'
	C.B.=S17°28'48"W	CHD=24.63'

bfaeng.com

TELEPHONE: (636) 239-4751



103 ELM STREET, WASHINGTON, MISSOURI 63090

DRAWN BY
A.C.W.

DATE
11-17-23

Project No.
3712

EASEMENT EXHIBIT B

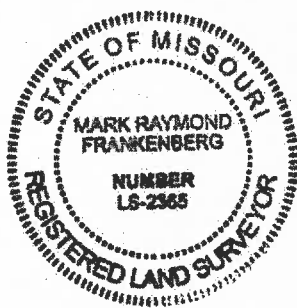
PART OF THE NORTH HALF OF THE SOUTHEAST QUARTER OF SECTION 5,
TOWNSHIP 28 NORTH, RANGE 31 WEST OF THE 5TH P.M.,
CITY OF CARTHAGE, JASPER COUNTY, MISSOURI

SR#6723484

LEGAL DESCRIPTION

A tract of land being part of the North Half of the Southeast Quarter of Section 5, Township 28 North, Range 31 West of the 5th P.M. Carthage, Jasper County, Missouri, to wit:

Commencing at the Northeast Corner of a tract of land recorded on January 14, 1981 in Book 1240, Page 1427 of the Jasper County Recorder of Deeds Office, also being the intersection point of the west right-of-way line of U.S. Highway 71 and the south right-of-way line of Old U.S. Route 66 / Oak Street; thence along said south right-of-way line N89°-57'-06"W 160.69 ft. to the point of beginning; thence leaving said south right-of-way line S19°-09'-32"W 199.82 ft. to a point; thence along a curve deflecting to the left having a radius of 1155.84 ft., an arc length of 190.08 ft., a chord bearing of S29°-46'-52"W, a chord distance of 189.87 ft. to a point; thence S63°-01'-49"W 37.40 ft. to a point; thence along a curve deflecting to the right having a radius of 329.64 ft., an arc length of 103.78 ft., a chord bearing of S23°-28'-25"W, a chord distance of 103.35 ft. to a point; thence along a curve deflecting to the right having a radius of 279.18 ft., an arc length of 266.09 ft., a chord bearing of S44°-54'-52"W, a chord distance of 256.13 ft. to a point; thence S60°-18'-29"W 65.79 ft. to a point; thence along a curve deflecting to the left having a radius of 8.52 ft., an arc length of 12.31 ft., a chord bearing of S17°-12'-21"W, a chord distance of 11.27 ft. to a point; thence S19°-03'-19"E 60.44 ft. to a point; thence S73°-48'-25"E 26.83 ft. to a point; thence S16°-11'-35"W 10.00 ft. to a point; thence N73°-48'-25"W 32.01 ft. to a point; thence N19°-00'-00"W 64.72 ft. to a point; thence along a curve deflecting to the right having a radius of 18.52 ft., an arc length of 26.94 ft., a chord bearing of N17°-28'-48"W, a chord distance of 24.63 ft. to a point; thence N60°-18'-29"E 66.96 ft. to a point; thence along a curve deflecting to the left having a radius of 269.18 ft., an arc length of 257.32 ft., a chord bearing of N45°-03'-11"E, a chord distance of 247.63 ft. to a point; thence along a curve deflecting to the right having a radius of 339.64 ft., an arc length of 109.40 ft., a chord bearing of N23°-43'-45"E, a chord distance of 108.93 ft. to a point; thence N63°-01'-49"E 37.56 ft. to a point; thence along a curve deflecting to the left having a radius of 1145.84 ft., an arc length of 185.38 ft., a chord bearing of N29°-43'-50"E, a chord distance of 185.18 ft. to a point; thence N19°-09'-32"E 195.84 ft. to a point on the south right-of-way line of Old U.S. Route 66 / Oak Street; thence along said south right-of-way line S89°-57'-06"E 10.58 ft. to the point of beginning, containing 0.22 acres.



Mark R. Frankenberg 11/22/23

Mark R. Frankenberg, PLS #2365
State of Missouri
Registered Land Surveyor for
Buescher Frankenberg Associates, Inc
Corporate #0096

bfaeng.com

TELEPHONE: (636) 239-4751



DRAWN BY DATE Project No.
A.C.W. 11-17-23 3712

103 ELM STREET, WASHINGTON, MISSOURI 63090

COUNCIL BILL NO. 24-04

ORDINANCE NO. _____

An Ordinance authorizing the Mayor to enter into a participation agreement with Sysco, Inc., to provide food services, for the City of Carthage, Missouri.

BE IT ORDAINED BY THE COUNCIL OF THE CITY OF CARTHAGE, JASPER COUNTY, MISSOURI as follows:

SECTION I: The Mayor of the City of Carthage is hereby authorized to enter into a contract with Sysco, Inc., for food concession services, for the City of Carthage, a copy of which agreement is attached hereto and incorporated herein as if set out in full.

SECTION II: This ordinance shall take effect and be in force from and after its passage and approval.

PASSED AND APPROVED THIS _____ DAY OF _____, 2024.

Dan Rife, Mayor

ATTEST:

Miranda Deal, City Clerk

Sponsored by: Public Services Committee

COUNCIL BILL NO. 24-05

ORDINANCE NO. _____

An Ordinance authorizing the Mayor to enter into an agreement with the Missouri Department of Conservation for a Community Forestry Cost Share Grant, for updates to tree inventory, in the city of Carthage Missouri.

**BE IT ORDAINED BY THE COUNCIL OF THE CITY OF CARTHAGE,
JASPER COUNTY, MISSOURI** as follows:

SECTION I: The Mayor of the City of Carthage is hereby authorized to enter into an agreement with the Missouri Department of Conservation for a Forestry Cost Share Grant to update the current tree inventory in the city parks, a copy of which Agreement is attached hereto and incorporated herein as if set out in full.

SECTION II: This ordinance shall take effect and be in force from and after its passage and approval.

PASSED AND APPROVED THIS _____ DAY OF _____, 2024.

Dan Rife, Mayor

ATTEST:

Miranda Deal, City Clerk

Sponsored by: Public Services Committee

COST SHARE REQUEST / AGREEMENT

AGREEMENT BETWEEN MO DEPT. OF CONSERVATION (MDC),

AND:

Cooperator Name:

City of Carthage

Address

521 Robert Ellis Young Dr.

City:

Carthage

State:

MO

Zip:

64836

Phone(s):

417-237-7035

County:

Jasper

Township:

Range:

Section:



Practice / Components (____ Program)	Project Number (ex.MDC 200.B.1)	Units Planned (acres, feet, etc.)	Unit Type	Cost Share Rate	Maint enance (years)	Partner Funding Requested	MDC Funding Requested	Units Completed (acres, feet, etc.)	Unit Type	Partner Funding Earned	MDC Funding Earned
Community Tree Inventories	900.B.3	1	Each	90%	10		\$40,087.95		Each		\$0.00
TOTALS						\$ -	\$40,087.95			\$ -	\$0.00

* Attach Plan (if program requires)

Non-Focus Area/CC Tier 3 [] Tier 1-4 Geography/ CC Tier 2 [] Tier 1 Geography With RCT approval/ CC Tier 1 [X]

List landowner's objectives: Wildlife [] Forestry/Woodland [] Wetland/Aquatic [] Prairie/Glade [] Recreation [] Other []

Heritage Review [X] Monarch Planting [] Native Forage [X] New Customer [] MDC Employee []

I request cost share assistance to install the above described practice(s). If funded, I agree to maintain the practice(s) for the specified maintenance length for each practice listed above, and I agree to refund all or part of the cost share assistance paid to me if before the expiration of the specified practice lifespan, I (a) fail to satisfactorily maintain the practice, (b) destroy the approved practice, or (c) voluntarily relinquish control or title to the land on which the approved practice(s) has been established and the new owner and/or operator of the land does not maintain the practice for the remainder of its lifespan, whether or not the new owner agrees to maintain the practice.

By entering into this agreement, the cooperator will receive coverage under the MDC's Bat Habitat Conservation Plan (MDC Bat HCP), approved by the U.S. Fish and Wildlife Service (USFWS) under the authority of the Federal Endangered Species Act, for any incidental take of the Endangered or Threatened Indiana Bat, Little Brown Bat, Grey Bat, Northern Long-eared Bat, and Tricolored Bat resulting from the activities conducted under the agreement this coverage is specifically conditioned upon the cooperators' compliance with the agreement, including the following terms and conditions: (1) Landowner will implement the planned practice consistent with the practice specifications provided within the site specific management plan. (2) Cooperator will allow MDC staff to inspect the practice as needed to confirm the practice has been implemented as described in the site-specific management plan. (3) Cooperator will allow MDC to report to USFWS the landowner's enrollment in the MDC Bat HCP and their compliance with the practice implementation requirements. (4) Landowner acknowledges that compliance with the practice implementation requirements included within the site-specific management plan is a condition of the agreement and failure to comply will constitute a violation of the agreement. If a violation occurs, MDC will notify the cooperator with a noncompliance letter within 30 days of detection. The letter will include the actions necessary for the landowner to bring the site back into compliance within a specific timeframe (Deadlines will vary depending on the nature of the violation). (5) Cooperator acknowledges that MDC may, if the cooperator fails to comply with the actions listed in the noncompliance letter, withdraw technical or financial support, disqualify the cooperator from future participation in MDC Programs, or similar actions consistent with the scale of the violations. Depending on the scale and nature of the violation, MDC may seek reimbursement, through legal means if necessary, of any funds granted to the cooperator under this agreement. (6) Cooperator acknowledges that noncompliance results in an automatic suspension of the incidental take exemptions extended to the landowner under this agreement.

I further understand that failure to comply with this agreement may make me ineligible for participation in future MDC cost share programs. Failed practices due to causes beyond the cooperator's control (e.g. drought, flood, etc.) as determined by the resource planner, are considered "no-fault" terminated. Pending available funding, landowner is eligible to re-establish failed practice as a new practice, with all documentation and timelines reinitiated.

Tier 1 Community Geographies Receiving Upfront Payment- I agree to reimburse the Department for any unspent funds with thirty (30) days of project checkout. I understand that undocumented expenses are not eligible to be included within calculation of actual project expenses.

I certify that the funds requested above do not duplicate (although they may be used in conjunction or "piggybacked" with) funds provided by other state or federal cost share practices and that multiple program enrollment on the same acre(s) will be for complimentary purposes.

In signing this form (spouses should co-sign), I (we) attest and confirm sole legal ownership of the property where these practices will be implemented, or can legally represent the ownership (MDC POA form required) for the purpose of entering into this contract to implement these practices and accept payment on behalf of all owners.

COOPERATOR SIGNATURE

PARTNER REVIEW (if applicable)

ALLOCATION APPROVED (MDC)

PRACTICE(S) COMPLETED (MDC)

DATE

DATE

DATE

DATE

1/8/24

Cooperator:

City of Carthage

Region:	Planner Name:	Approved By: (Print Name)
Southwest Region	Jon Skinner	
Amount of Payment:	\$0.00	Signature:
WPI Number:	Org Code:	
305	LG30CL	
Object Code Number		Title:
3403		
Appropriation:		Date:

COUNCIL BILL NO. 24-06

ORDINANCE NO. _____

An Ordinance authorizing the Mayor to enter into a contract with Sprouls Construction, Inc. of Lamar, Missouri, for a box culvert replacement on West Chestnut in the amount of \$231,476.70, in the City of Carthage, Missouri.

BE IT ORDAINED BY THE COUNCIL OF THE CITY OF CARTHAGE, JASPER COUNTY, MISSOURI as follows:

SECTION I: The Mayor of the City of Carthage is hereby authorized to enter into a contract with Sprouls Construction, Inc. of Lamar, Missouri for replacement of a box culvert on West Chestnut, for the City of Carthage, a copy of which agreement is attached hereto and incorporated herein as if set out in full.

SECTION II: This ordinance shall take effect and be in force from and after its passage and approval.

PASSED AND APPROVED THIS _____ DAY OF _____, 2024.

Dan Rife, Mayor

ATTEST:

Miranda Deal, City Clerk

Sponsored by: Public Works Committee



**CIVIL
ENGINEERING**

Project Management
Construction Plans
Permitting
Right of Way Negotiation
Utility Coordination
Project Specifications
Contract Documents
Agency Coordination

**CONSTRUCTION
ENGINEERING**

Bidding Services
Construction Inspection
Contract Administration
Project Documentation

**STRUCTURAL
ENGINEERING**

Highway Bridges
Forensic Investigations
Building Inspections
Residential Structures
Commercial Structures
Structure Rehabilitation

Zanevan Engineering, LLC
1221 Oak Street
Carthage, MO 64836
417.800.2500
www.zanevan.com

February 6, 2024

Zeb Carney
Public Works Director
623 E. 7th Street
Carthage, Missouri 64836

RE: Letter of Recommendation
West Chestnut Culvert Replacement – Carthage, MO

Dear Mr. Carney:

The bids for the above referenced project have been reviewed and tabulated. It is the recommendation of this office to accept the low bid from Sprouls Construction, Inc. of Lamar, Missouri in the amount of \$231,476.70.

A copy of the bid tabulation is attached for your review and approval.

Sincerely,

Zanevan Engineering, LLC

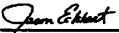
Jason Eckhart, PE
President/Owner

Enclosure

BID TABULATION
WEST CHESTNUT CULVERT REPLACEMENT
CARTHAGE, MISSOURI
BID OPENING: FEBRUARY 6, 2024 @ 10 a.m.

		SPROULS CONSTRUCTION, INC.		JKS CONSTRUCTION, INC.		JEFF ASBELL EXCAV. & TRUCKING		G & G CONSTRUCTION CO., INC.		HUNTER CHASE & ASSOCIATES		ELEMENTS CONST. CONCEPTS	
		397 W. HWY. DD		417 S. 120TH ST.		9426 STATE HWY. 171		P.O. BOX 863		1206 E. WOODHURST, J-200		6850 E. 20TH ST.	
		LAMAR, MISSOURI 64759		GIRARD, KANSAS 66743		CARL JUNCTION, MISSOURI 64834		CARTHAGE, MISSOURI 64836		SPRINGFIELD, MISSOURI 65804		JOPLIN, MISSOURI 64801	
Item No.	Description	No. Units	Unit	Unit Price	Extended Total	Unit Price	Extended Total	Unit Price	Extended Total	Unit Price	Extended Total	Unit Price	Extended Total
1	MOBILIZATION	1	LS	\$ 17,000.00	\$ 17,000.00	\$ 30,500.00	\$ 30,500.00	\$ 19,000.00	\$ 19,000.00	\$ 14,440.00	\$ 14,440.00	\$ 80,225.00	\$ 80,225.00
2	SEEDING AND MULCH	0.01	AC	\$ 50,000.00	\$ 500.00	\$ 200,000.00	\$ 2,000.00	\$ 136,032.00	\$ 1,360.32	\$ 155,000.00	\$ 1,550.00	\$ 10,000.00	\$ 100.00
3	REMOVAL OF IMPROVEMENTS	1	LS	\$ 24,000.00	\$ 24,000.00	\$ 20,000.00	\$ 20,000.00	\$ 21,850.00	\$ 21,850.00	\$ 51,650.00	\$ 51,650.00	\$ 33,225.00	\$ 33,225.00
4	ASPHALT PAVEMENT (4" THICK)	179	SY	\$ 80.00	\$ 14,320.00	\$ 55.50	\$ 9,934.50	\$ 63.00	\$ 11,277.00	\$ 68.30	\$ 12,225.70	\$ 76.00	\$ 13,604.00
5	COMPACTED TYPE 1 GRANULAR BASE (6" THICK)	179	SY	\$ 18.00	\$ 3,204.00	\$ 20.00	\$ 3,580.00	\$ 24.50	\$ 4,385.50	\$ 49.20	\$ 8,806.80	\$ 15.00	\$ 2,685.00
6	CONCRETE SIDEWALK	18	SY	\$ 95.00	\$ 1,620.00	\$ 60.00	\$ 960.00	\$ 125.50	\$ 2,008.00	\$ 187.50	\$ 3,000.00	\$ 95.00	\$ 1,520.00
7	COMPACTED CRUSHED STONE (4" THICK)	18	SY	\$ 12.00	\$ 192.00	\$ 25.00	\$ 400.00	\$ 33.70	\$ 539.20	\$ 51.40	\$ 822.40	\$ 14.00	\$ 224.00
8	TACTILE WARNING SURFACE	20	SF	\$ 40.00	\$ 800.00	\$ 40.00	\$ 800.00	\$ 30.50	\$ 610.00	\$ 36.50	\$ 730.00	\$ 44.00	\$ 880.00
9	CONCRETE GUTTER FLUME	10	SY	\$ 300.00	\$ 3,000.00	\$ 120.00	\$ 1,200.00	\$ 1,435.00	\$ 14,350.00	\$ 536.00	\$ 5,360.00	\$ 2,568.00	\$ 25,680.00
10	SMALL BLOCK RETAINING WALL	8	LF	\$ 200.00	\$ 1,600.00	\$ 90.00	\$ 720.00	\$ 385.00	\$ 3,080.00	\$ 137.50	\$ 1,100.00	\$ 378.00	\$ 3,024.00
11	PEDESTRIAN RAILING	113	LF	\$ 150.00	\$ 16,950.00	\$ 240.00	\$ 27,120.00	\$ 204.00	\$ 23,052.00	\$ 224.00	\$ 25,312.00	\$ 246.00	\$ 27,798.00
12	THREE BEAM BRIDGE RAIL	25	LF	\$ 419.75	\$ 10,493.75	\$ 365.00	\$ 9,125.00	\$ 415.00	\$ 10,375.00	\$ 440.00	\$ 11,000.00	\$ 496.00	\$ 12,450.00
13	TRANSITION SECTION	25	LF	\$ 109.25	\$ 2,731.25	\$ 95.00	\$ 2,375.00	\$ 108.00	\$ 2,700.00	\$ 120.00	\$ 3,000.00	\$ 130.00	\$ 3,250.00
14	TYPE "A" GUARDRAIL	25	LF	\$ 144.80	\$ 3,622.50	\$ 126.00	\$ 3,150.00	\$ 143.00	\$ 3,575.00	\$ 158.00	\$ 3,950.00	\$ 172.00	\$ 4,300.00
15	GUARDRAIL END SECTION	4	EA	\$ 301.30	\$ 1,205.20	\$ 262.00	\$ 1,048.00	\$ 297.00	\$ 1,188.00	\$ 362.50	\$ 1,450.00	\$ 358.00	\$ 1,432.00
16	BRIDGE SLAB (12" THICK W/ REINFORCING)	166	SY	\$ 343.00	\$ 56,938.00	\$ 390.00	\$ 64,740.00	\$ 358.50	\$ 59,511.00	\$ 386.90	\$ 64,225.40	\$ 548.00	\$ 90,968.00
17	BLOCK WALL AND FOOTING (W/ REINFORCING)	108	LF	\$ 400.00	\$ 43,200.00	\$ 340.00	\$ 36,720.00	\$ 627.00	\$ 67,716.00	\$ 661.00	\$ 71,388.00	\$ 695.00	\$ 75,060.00
18	CONCRETE RETAINING WALL AND FOOTING (W/ REINFORCING)	32	LF	\$ 530.00	\$ 16,960.00	\$ 584.00	\$ 18,688.00	\$ 980.00	\$ 31,360.00	\$ 487.50	\$ 15,600.00	\$ 1,018.00	\$ 32,576.00
19	CONCRETE CHANNEL FLOOR (4" THICK W/ W.W.M.)	104	SY	\$ 95.00	\$ 9,880.00	\$ 15.00	\$ 1,560.00	\$ 110.00	\$ 11,440.00	\$ 103.48	\$ 10,759.84	\$ 82.00	\$ 8,528.00
20	EXISTING STORM WATER PIPE CONNECTION	2	LF	\$ 250.00	\$ 500.00	\$ 100.00	\$ 200.00	\$ 1,058.00	\$ 2,116.00	\$ 750.00	\$ 1,500.00	\$ 1,253.00	\$ 2,506.00
21	TYPE 3 MOVABLE BARRICADE	8	EA	\$ 200.00	\$ 1,600.00	\$ 250.00	\$ 2,000.00	\$ 113.50	\$ 908.00	\$ 225.00	\$ 1,800.00	\$ 267.00	\$ 2,136.00
22	R11-2 SIGN (BRIDGE CLOSED)	8	EA	\$ 200.00	\$ 1,600.00	\$ 160.00	\$ 1,280.00	\$ 35.50	\$ 284.00	\$ 125.00	\$ 1,000.00	\$ 102.00	\$ 816.00
TOTAL BID AMOUNT				\$ 231,476.70		\$ 238,100.50	*	\$ 292,685.02		\$ 310,670.14		\$ 403,147.00	\$ 468,055.00

This is to certify that at 10:00 A.M. on February 6, 2024, at the office of the City of Carthage City Hall, Carthage, Missouri, the bids tabulated herein were publicly opened, read aloud and checked. The totals are correct as to additions and extensions.


Jason Eckhart, P.E.
Zanevan Engineering

*Total bid amount incorrect due to contractor's mathematical error.

AGREEMENT FORM..... 00500

THIS AGREEMENT, made this _____ day of _____, 2024, by and between City of Carthage, Carthage, Missouri, hereinafter called "OWNER" and Sprouls Construction, Inc. doing business as (an individual), or (a partnership,) or (a corporation) hereinafter called "CONTRACTOR".

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

1. The CONTRACTOR will commence and complete the construction of West Chestnut Culvert Replacement, Carthage, Missouri.
2. The CONTRACTOR will furnish all of the materials, supplies, tools, equipment, labor and other services necessary for the construction and completion of the PROJECT described herein.
3. The CONTRACTOR will commence the work required by the CONTRACT DOCUMENTS on the date stipulated in the NOTICE TO PROCEED and will complete the same within 90 calendar days unless the period for completion is extended otherwise by the CONTRACT DOCUMENTS.
4. The CONTRACTOR understands that the specifications governing the work contemplated are attached to this proposal.
5. The CONTRACTOR agrees to pay, without condition or recourse, as liquidated damages to the sum of Five Hundred and 00/100 dollars (\$500.00) for each consecutive calendar day after the stated DATE OF COMPLETION or extension thereto that the CONTRACTOR shall be in default as provided in SECTION 15 OF THE General Conditions. CONTRACTOR further agrees to reimburse the subcontractors, suppliers, engineers, and other contractors of the OWNER for costs incurred and/or damages suffered by reason or reasons attributable to the CONTRACTOR'S failure to complete the CONTRACT by the completion date, or extensions thereof, as provided by section 15 of the General Conditions. Said liquidated damages and payments shall be withheld from the payments due the contractor. The CONTRACTOR agrees to perform all of the WORK described in the CONTRACT DOCUMENTS and comply with the terms therein for the sum of Two Hundred Thirty-One Thousand Four Hundred Seventy-Six and 70/100 Dollars (\$231,476.70)
6. The term "CONTRACT DOCUMENTS" means and includes the following:
 - (A) Invitation to Bid
 - (B) Instructions to Bidders
 - (C) Bid
 - (D) Bid Bond
 - (E) Agreement Form
 - (F) Notice of Award
 - (G) Notice to Proceed
 - (H) Performance Bond
 - (I) Payment bond
 - (J) General Conditions of Contract
 - (K) Supplementary Conditions
 - (L) Specifications prepared by Zanevan Engineering and dated January, 2024.
 - (M) Drawings prepared by Zanevan Engineering and dated January, 2024.
 - (N) Addenda

No. <u>1</u>	dated <u>Jan. 23</u>	<u>20 24</u>
No. <u>2</u>	dated <u>Feb. 5</u>	<u>20 24</u>
No. _____	dated _____	<u>20</u> _____
No. _____	dated _____	<u>20</u> _____
No. _____	dated _____	<u>20</u> _____

7. The OWNER will pay to the CONTRACTOR in the manner and at such times as set forth in the General Conditions such amounts as required by the Contract Documents.

8. 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 (3) copies each of which shall be deemed an original on the date first above written.

OWNER:

City of Carthage

(SEAL) _____

By _____

Attest _____

Name Dan Rife
(Please Type or Print)

Name Miranda Deal

Title Mayor

Title City Clerk

CONTRACTOR:

(SEAL) _____

By _____

Attest _____

Name _____
(Please Type or Print)

Name _____

Title _____

NOTICE OF AWARD00501

TO: Sprouls Construction, Inc.
397 W. Hwy. DD
Lamar, MO 64759

PROJECT Description: West Chestnut Culvert Replacement, Carthage, Missouri.

The OWNER has considered the BID submitted by you for the above-described WORK in response to its Invitation to Bid dated January 10, 2024 and Instructions to Bidders.

You are hereby notified that you BID has been accepted in the amount of Two Hundred Thirty-One Thousand Four Hundred Seventy-Six and 70/100 Dollars (\$231,476.70).

You are required by the Instructions to Bidders to execute the Agreement and furnish the required CONTRACTORS PERFORMANCE BOND, PAYMENT BOND and CERTIFICATES OF INSURANCE within fourteen (14) consecutive calendar days from the date of this Notice to you.

If you fail to execute said Agreement and to furnish said BONDS and INSURANCE CERTIFICATES within fourteen (14) consecutive calendar days from the date of this Notice, said OWNER will be entitled to consider all your rights arising out of the OWNER'S acceptance of your BID as abandoned and as a forfeiture of your BID BOND. 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.

Dated this _____ day of _____, 20____.

City of Carthage
By: _____
Title: Mayor

ACCEPTANCE OF NOTICE

Receipt of the above NOTICE OF AWARD is hereby acknowledged by this the _____ day of _____ 20____.

By _____
Title _____

NOTICE TO PROCEED**00502**

TO: Sprouls Construction, Inc.

397 W. Hwy. DD

Lamar, Missouri 64759

DATE: February 6, 2024

PROJECT: West Chestnut Culvert Replacement, Carthage, Missouri

You are hereby notified to commence WORK in accordance with the Agreement dated February 27, 2024, on or before March 18, 2024, and you are to complete the WORK within 90 calendar days thereafter. The date of completion of all WORK is therefore June 17, 2024.

City of Carthage

By: _____

Title: Mayor

ACCEPTANCE OF NOTICE

Receipt of the above NOTICE TO PROCEED

is hereby acknowledged by _____

this the _____ day of _____, 20 _____

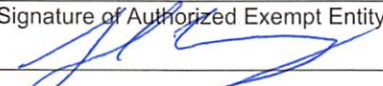
By _____



MISSOURI DEPARTMENT OF
REVENUE

Project Exemption Certificate

This form is to be completed and given to your contractor.

Exempt Entity and Project Information	Name of Exempt Entity Issuing the Certificate CITY OF CARTHAGE		Missouri Tax Exemption Number 1 2 4 8 7 4 3 1	
	Address 326 GRANT STREET		City CARTHAGE	State MO
	E-mail Address z.carney@carthagemo.gov		ZIP Code 64836	
	Project Number	Project Begin Date (MM/DD/YYYY) 03/18/2024	Estimated Project End Date (MM/DD/YYYY) 06/17/2024	
	Description of Project REPLACEMENT OF BRIDGE STRUCTURE.			
Contractor	Project Location WEST CHESTNUT STREET, CARTHAGE, MISSOURI		Certificate Expiration Date (MM/DD/YYYY) 07/01/2024	
	Provide a signed copy of this certificate, along with a copy of the exempt entity's Missouri Sales and Use Tax Exemption Letter to each contractor or subcontractor who will be purchasing tangible personal property for use in this project. It is the responsibility of the exempt entity to ensure the validity of the information on the certificate. The exempt entity must issue a new certificate if any of the information changes.			
	Signature of Authorized Exempt Entity 	Printed Name of Authorized Exempt Entity ZEB CARNEY	Date (MM/DD/YYYY) 02/05/2024	
Contractor	The Missouri exempt entity named above hereby authorizes the purchase, without sales tax, of tangible personal property to be incorporated or consumed in the construction project identified herein and no other, pursuant to Section 144.062, RSMo . Under penalties of perjury, I declare that the above information and any attached supplement is true, complete, and correct.			
	Name of Purchasing Contractor SPROULS CONSTRUCTION, INC.		Signature of Contractor _____ Date (MM/DD/YYYY) ____/____/____	
Subcontractor	Address 397 W. HWY. DD		City LAMAR	State MO
	Name of Purchasing Subcontractor		ZIP Code 64759	
	Address _____ City _____ State _____ ZIP Code _____		Signature of Contractor _____ Contractor's Printed Name _____ Date (MM/DD/YYYY) ____/____/____	

Form 5060 (Revised 11-2019)

Taxation Division
P.O. Box 358
Jefferson City, MO 65105-0358

Phone: (573) 751-2836
Fax: (573) 522-1666
E-mail: salestaxexemptions@dor.mo.gov

Visit <http://dor.mo.gov/business/sales/sales-use-exemptions.php> for additional information.



COUNCIL BILL NO. 24-07

ORDINANCE NO. _____

An Ordinance of the City of Carthage, Missouri authorizing the Mayor to execute an Agreement between the City of Carthage, Missouri and Zanevan Engineering, LLC for construction inspection services on the I-49 Interchange Project, in the City of Carthage, Missouri.

BE IT ORDAINED BY THE COUNCIL OF THE CITY OF CARTHAGE, JASPER COUNTY, MISSOURI as follows:

SECTION I: The agreement with Zanevan Engineering, LLC for Engineering for construction inspection services on the I-49 Interchange Project, attached hereto as Exhibit A, a copy of which agreement is attached hereto and incorporated herein as if set out in full.

SECTION II: This ordinance shall take effect and be in force from and after its passage and approval.

PASSED AND APPROVED THIS _____ DAY OF _____, 2024.

Dan Rife, Mayor

ATTEST:

Miranda Deal, City Clerk

Sponsored by: Public Works Committee

SPONSOR: City of Carthage, Missouri

LOCATION: Carthage, Missouri

PROJECT: S6030(51) State Highway HH, I-49 Southbound Ramps and Dr. Russell Smith Way Intersection

THIS CONTRACT is between City of Carthage, Missouri, hereinafter referred to as the "Local Agency", and Zanevan Engineering, hereinafter referred to as the "Engineer".

INASMUCH as funds have been made available by the Federal Highway Administration through its Off-System Bridge Program, coordinated through the Missouri Department of Transportation, the Local Agency intends to construct the replacement of existing signalized intersection at outer road and southbound ramp terminal intersection with a roundabout for Route HH (Fir Road), Dr. Russell Smith Way (outer road) and I 49 southbound ramps and requires professional engineering services. The Engineer will provide the Local Agency with professional services hereinafter detailed for the planning, design and construction inspection of the desired improvements and the Local Agency will pay the Engineer as provided in this contract. It is mutually agreed as follows:

ARTICLE I – SCOPE OF SERVICES

A. DESIGN PHASE - The Engineer will:

1. determine the needs of the Local Agency for the project;
2. conduct topographic, property and utility surveys sufficient to develop plans for the project;
3. arrange for subsurface investigations, if needed;
4. conduct hydraulic studies, prepare alternative designs and cost estimates, develop preliminary plans, and recommend to the Local Agency the best overall general design based on these studies;
5. submit electronic copies of preliminary plans, estimates and studies for review by the Local Agency and Missouri Department of Transportation (MoDOT);
6. prepare detailed construction plans, cost estimates, specifications and related documents as necessary for the purpose of soliciting bids for constructing the project. Provision will be made in the contract documents for that portion of the work that will be performed by Local Agency's forces;
7. secure adequate property title information, determine right-of-way requirements, prepare right-of-way plans, and assist the Local Agency in acquiring the right-of-way deeds needed for the project;

8. ensure compliance with water quality requirements by coordinating with the Missouri Department of Natural Resources and the U.S. Army Corps of Engineers and also insure compliance with the requirements of the Federal Emergency Management Agency (FEMA);
9. ensure compliance with historic preservation requirements through coordination with the Missouri Department of Natural Resources, and if deemed necessary, arrange to have the site examined by a qualified archaeologist on a subcontract basis. Cost of an archaeological study is not included in this contract. A Supplemental Agreement will be issued if an archaeological study is required;
10. ensure compliance with all regulations in regards to noise abatement and air quality, if necessary; and
11. provide the Local Agency electronic copy of completed plans, specifications and/cost estimates for the purpose of obtaining construction authorization from the Missouri Department of Transportation.
12. arrange for hazardous waste inspection and, if deemed necessary, arrange to have the hazardous waste removed by a qualified disposer on a subcontract basis. Cost of hazardous waste mitigation is not included in this contract. A Supplemental Agreement will be issued if mitigation is required.

B. BIDDING PHASE - The Engineer will:

1. upon receipt of construction authorization from MoDOT, make final corrections resulting from reviews by agencies involved, and provide an adequate number of plans, specifications, and bid documents to the Local Agency;
2. provide the Local Agency with a list of qualified area bidders and assist Local Agency in advertising for bids; and
3. assist the Local Agency in evaluating bids and requesting concurrence in award from MoDOT;

C. CONSTRUCTION PHASE - The Engineer will serve as the Local Agency's representative for administering the terms of the construction contract between Local Agency and their Contractor. Engineer will endeavor to protect the Local Agency against defects and deficiencies in workmanship and materials in work by the Contractor. However, the furnishing of such project representation will not make Engineer responsible for the construction methods and procedures used by the Contractor or for the Contractor's failure to perform work in accordance with the contract documents. Engineer's services will include more specifically as follows:

1. assist the Local Agency with a preconstruction conference to discuss project details with the Contractor;

2. make periodic site visits to observe the Contractor's progress and quality of work, and to determine if the work conforms to the contract documents. It is contemplated that survey staking and layout will be accomplished by the contractor's forces. The Engineer will accompany MoDOT and FHWA representatives on visits of the project site as requested;
3. check shop drawings and review schedules and drawings submitted by the Contractor;
4. reject work not conforming to the project documents;
5. prepare change orders for issuance by the Local Agency as necessary and assure that proper approvals are made prior to work being performed;
6. review wage rates, postings, equal employment opportunity and other related items called for in the contract documents;
7. inspect materials, review material certifications furnished by Contractor, sample concrete and other materials as required, and arrange for laboratory testing of samples by others on a subcontract basis. Independent assurance samples and tests will be performed by MoDOT personnel and such sampling and testing is excluded from the work to be performed by the Engineer under this contract;
8. maintain progress diary and other project records, measure and document quantities, and prepare monthly estimates for payments due the Contractor;
9. be present during critical construction operations, including but not limited to the following:
 - a. structure layout;
 - b. excavation and backfilling;
 - c. driving of piles;
 - d. checking of reinforcing steel prior to concrete placement;
 - e. concrete batching and pouring;
 - f. placement of girders; and
 - g. placement of surfacing materials; and
10. participate in final inspection, provide the Local Agency with project documentation (diaries, test results, certifications, etc.), and provide as-built plans for the Local Agency's records.

ARTICLE II - DISADVANTAGED BUSINESS ENTERPRISE (DBE) REQUIREMENTS:

- A. DBE Goal: The following DBE goal has been established for this Agreement. The dollar value of services and related equipment, supplies, and materials used in furtherance thereof which is credited toward this goal will be based on the amount actually paid to DBE firms. The goal for

the percentage of services to be awarded to DBE firms is 0% of the total Agreement dollar value.

- B. DBE Participation Obtained by Engineer: The Engineer has obtained DBE participation, and agrees to use DBE firms to complete, 0.0% of the total services to be performed under this Agreement, by dollar value. The DBE firms which the Engineer shall use, and the type and dollar value of the services each DBE will perform, is as follows:

DBE FIRM NAME, STREET AND COMPLETE MAILING ADDRESS	TYPE OF DBE SERVICE	TOTAL \$ VALUE OF THE DBE SUBCONTRACT	CONTRACT \$ AMOUNT TO APPLY TO TOTAL DBE GOAL	PERCENTAGE OF SUBCONTRACT DOLLAR VALUE APPLICABLE TO TOTAL GOAL
---	---------------------------	--	---	--

ARTICLE III-ADDITIONAL SERVICES

The Local Agency reserves the right to request additional work, and changed or unforeseen conditions may require changes and work beyond the scope of this contract. In this event, a supplement to this agreement shall be executed and submitted for the approval of MoDOT prior to performing the additional or changed work or incurring any additional cost thereof. Any change in compensation will be covered in the supplement.

ARTICLE IV - RESPONSIBILITIES OF LOCAL AGENCY

The Local Agency will cooperate fully with the Engineer in the development of the project, including the following:

- A. make available all information pertaining to the project which may be in the possession of the Local Agency;
- B. provide the Engineer with the Local Agency's requirements for the project;
- C. make provisions for the Engineer to enter upon property at the project site for the performance of his duties;
- D. examine all studies and layouts developed by the Engineer, obtain reviews by MoDOT, and render decisions thereon in a prompt manner so as not to delay the Engineer;

- E. designate a Local Agency's employee to act as Local Agency's Person in Responsible Charge under this contract, such person shall have authority to transmit instructions, interpret the Local Agency's policies and render decisions with respect to matters covered by this agreement (see EPG 136.3);
- F. perform appraisals and appraisal review, negotiate with property owners and otherwise provide all services in connection with acquiring all right-of-way needed to construct this project.

ARTICLE V - PERIOD OF SERVICE

The Engineer will commence work within two weeks after receiving notice to proceed from the Local Agency. The general phases of work will be completed in accordance with the following schedule:

- A. PS&E Approval by MODOT shall be completed on _____.
- B. Construction Phase shall be completed 60 days after construction final completion schedule.

The Local Agency will grant time extensions for delays due to unforeseeable causes beyond the control of and without fault or negligence of the Engineer. Requests for extensions of time shall be made in writing by the Engineer, before that phase of work is scheduled to be completed, stating fully the events giving rise to the request and justification for the time extension requested.

ARTICLE VI – STANDARDS

The Engineer shall be responsible for working with the Local Agency in determining the appropriate design parameters and construction specifications for the project using good engineering judgment based on the specific site conditions, Local Agency needs, and guidance provided in the most current version of EPG 136 LPA Policy. If the project is on the state highway system or is a bridge project, then the latest version of MoDOT's Engineering Policy Guide (EPG) and Missouri Standard Specifications for Highway Construction shall be used (see EPG 136.7). The project plans must also be in compliance with the latest ADA (Americans with Disabilities Act) Regulations.

ARTICLE VII - COMPENSATION

For services provided under this contract, the Local Agency will compensate the Engineer as follows:

- A. For design services, including work through the construction contract award stage, the Local Agency will pay the Engineer the actual costs incurred plus a predetermined fixed fee of \$_____, with a ceiling established for said design services in the amount of \$_____, which amount shall not be exceeded.
- B. For construction inspection services, the Local Agency will pay the Engineer the actual costs incurred plus a predetermined fixed fee of \$40,112.42, with a ceiling established for said inspection services in the amount of \$341,127.42, which amount shall not be exceeded.

- C. The compensation outlined above has been derived from estimates of cost which are detailed in Attachment B. Any major changes in work, extra work, exceeding of the contract ceiling, or change in the predetermined fixed fee will require a supplement to this contract, as covered in Article III - ADDITIONAL SERVICES.
- D. Actual costs in Sections A and B above are defined as:
1. Actual payroll salaries paid to employees for time that they are productively engaged in work covered by this contract, plus
 2. An amount calculated at 110% (Safe Harbor) of actual salaries in Item 1 above for payroll additives, including payroll taxes, holiday and vacation pay, sick leave pay, insurance benefits, retirement and incentive pay, plus
 3. An amount calculated at 0% of actual salaries in Item 1 above for general administrative overhead, based on the Engineer's system for allocating indirect costs in accordance with sound accounting principles and business practice, plus
 4. Other costs directly attributable to the project but not included in the above overhead, such as vehicle mileage, meals and lodging, printing, surveying expendables, and computer time, plus
 5. Project costs incurred by others on a subcontract basis, said costs to be passed through the Engineer on the basis of reasonable and actual cost as invoiced by the subcontractors.
- E. The rates shown for additives and overhead in Sections VII. D.2 and VII. D.3 above are the established Engineer's overhead rate accepted at the time of contract execution and shall be utilized throughout the life of this contract for billing purposes.
- F. The payment of costs under this contract will be limited to costs which are allowable under 23 CFR 172 and 48 CFR 31.
- G. **METHOD OF PAYMENT** - Partial payments for work satisfactorily completed will be made to the Engineer upon receipt of itemized invoices by the Local Agency. Invoices will be submitted no more frequently than once every two weeks and must be submitted monthly for invoices greater than \$10,000. A pro-rated portion of the fixed fee will be paid with each invoice. Upon receipt of the invoice and progress report, the Local Agency will, as soon as practical, but not later than 45 days from receipt, pay the Engineer for the services rendered, including the proportion of the fixed fee earned as reflected by the estimate of the portion of the services completed as shown by the progress report, less partial payments previously made. A late payment charge of one and one half percent (1.5%) per month shall be assessed for those invoiced amount not paid, through no fault of the Engineer, within 45 days after the Local Agency's receipt of the Engineer's invoice. The Local Agency will not be liable for the late payment charge on any invoice which requests payment for costs which exceed the proportion of the maximum amount payable earned as reflected by the estimate of the portion of the

services completed, as shown by the progress report. The payment, other than the fixed fee, will be subject to final audit of actual expenses during the period of the Agreement.

- H. **PROPERTY ACCOUNTABILITY** - If it becomes necessary to acquire any specialized equipment for the performance of this contract, appropriate credit will be given for any residual value of said equipment after completion of usage of the equipment.

ARTICLE VIII - COVENANT AGAINST CONTINGENT FEES

The Engineer warrants that he has not employed or retained any company or person, other than a bona fide employee working for the Engineer, to solicit or secure this agreement, and that he has not paid or agreed to pay any company or person, other than a bona fide employee, any fee, commission, percentage, brokerage fee, gifts, or any other consideration, contingent upon or resulting from the award or making of this contract. For breach or violation of this warranty, the Local Agency shall have the right to annul this agreement without liability, or in its discretion to deduct from the contract price or consideration, or otherwise recover, the full amount of such fee, commission, percentage, brokerage fee, gift, or contingent fee, plus reasonable attorney's fees.

ARTICLE IX - SUBLETTING, ASSIGNMENT OR TRANSFER

No portion of the work covered by this contract, except as provided herein, shall be sublet or transferred without the written consent of the Local Agency. The subletting of the work shall in no way relieve the Engineer of his primary responsibility for the quality and performance of the work. It is the intention of the Engineer to engage subcontractors for the purposes of:

Sub-Consultant Name	Address	Services
NA	NA	NA

ARTICLE X - PROFESSIONAL ENDORSEMENT

All plans, specifications and other documents shall be endorsed by the Engineer and shall reflect the name and seal of the Professional Engineer endorsing the work. By signing and sealing the PS&E submittals the Engineer of Record will be representing to MoDOT that the design is meeting the intent of the federal aid programs.

ARTICLE XI - RETENTION OF RECORDS

The Engineer shall maintain all records, survey notes, design documents, cost and accounting records, construction records and other records pertaining to this contract and to the project covered by this contract, for a period of not less than three years following final payment by FHWA. Said records shall be made available for inspection by authorized representatives of the Local Agency, MoDOT or the federal government during regular working hours at the Engineer's place of business.

ARTICLE XII - OWNERSHIP OF DOCUMENTS

Plans, tracings, maps and specifications prepared under this contract shall be delivered to and become the property of the Local Agency upon termination or completion of work. Basic survey notes, design computations and other data prepared under this contract shall be made available to the Local Agency upon request. All such information produced under this contract shall be available for use by the Local Agency without restriction or limitation on its use. If the Local Agency incorporates any portion of the work into a project other than that for which it was performed, the Local Agency shall save the Engineer harmless from any claims and liabilities resulting from such use.

ARTICLE XIII – SUSPENSION OR TERMINATION OF AGREEMENT

- A. The Local Agency may, without being in breach hereof, suspend or terminate the Engineer's services under this Agreement, or any part of them, for cause or for the convenience of the Local Agency, upon giving to the Engineer at least fifteen (15) days' prior written notice of the effective date thereof. The Engineer shall not accelerate performance of services during the fifteen (15) day period without the express written request of the Local Agency.
- B. Should the Agreement be suspended or terminated for the convenience of the Local Agency, the Local Agency will pay to the Engineer its costs as set forth in Attachment B including actual hours expended prior to such suspension or termination and direct costs as defined in this Agreement for services performed by the Engineer, a proportional amount of the fixed fee based upon an estimated percentage of Agreement completion, plus reasonable costs incurred by the Engineer in suspending or terminating the services. The payment will make no other allowances for damages or anticipated fees or profits. In the event of a suspension of the services, the Engineer's compensation and schedule for performance of services hereunder shall be equitably adjusted upon resumption of performance of the services.
- C. The Engineer shall remain liable to the Local Agency for any claims or damages occasioned by any failure, default, or negligent errors and/or omission in carrying out the provisions of this Agreement during its life, including those giving rise to a termination for non-performance or breach by Engineer. This liability shall survive and shall not be waived, or estopped by final payment under this Agreement.
- D. The Engineer shall not be liable for any errors or omissions contained in deliverables which are incomplete as a result of a suspension or termination where the Engineer is deprived of the opportunity to complete the Engineer's services.
- E. Upon the occurrence of any of the following events, the Engineer may suspend performance hereunder by giving the Local Agency 30 days advance written notice and may continue such suspension until the condition is satisfactorily remedied by the Local Agency. In the event the condition is not remedied within 120 days of the Engineer's original notice, the Engineer may terminate this agreement.
 - 1. Receipt of written notice from the Local Agency that funds are no longer available to continue performance.

2. The Local Agency's persistent failure to make payment to the Engineer in a timely manner.
3. Any material contract breach by the Local Agency.

ARTICLE XIV - DECISIONS UNDER THIS CONTRACT

The Local Agency will determine the acceptability of work performed under this contract, and will decide all questions which may arise concerning the project. The Local Agency's decision shall be final and conclusive.

ARTICLE XV - SUCCESSORS AND ASSIGNS

The Local Agency and the Engineer agree that this contract and all contracts entered into under the provisions of this contract shall be binding upon the parties hereto and their successors and assigns.

ARTICLE XVI - COMPLIANCE WITH LAWS

The Engineer shall comply with all federal, state, and local laws, ordinances, and regulations applicable to the work, including but not limited to Title VI and Title VII of the Civil Rights Act of 1964, as amended (42 U.S.C. 2000d, 2000e), as well as with any applicable titles of the Americans with Disabilities Act (42 U.S.C. 12101, et seq.) and non-discrimination clauses incorporated herein, and shall procure all licenses and permits necessary for the fulfillment of obligations under this contract.

ARTICLE XVII - RESPONSIBILITY FOR CLAIMS AND LIABILITY

The Engineer agrees to save harmless the Local Agency, MoDOT and FHWA from all claims and liability due to his negligent acts or the negligent acts of his employees, agents or subcontractors.

ARTICLE XVIII - NONDISCRIMINATION

The Engineer, with regard to the work performed by it after award and prior to completion of the contract work, will not discriminate on the ground of race, color or national origin in the selection and retention of subcontractors. The Engineer will comply with state and federal related to nondiscrimination, including but not limited to Title VI and Title VII of the Civil Rights Act of 1964, as amended (42 U.S.C. 2000d, 2000e), as well as with any applicable titles of the Americans with Disabilities Act (42 U.S.C. 12101, et seq.). More specifically, the Engineer will comply with the regulations of the Department of Transportation relative to nondiscrimination in federally assisted programs of the Department of Transportation, as contained in 49 CFR 21 through Appendix H and 23 CFR 710.405 which are herein incorporated by reference and made a part of this contract. In all solicitations either by competitive bidding or negotiation made by the Engineer for work to be performed under a subcontract, including procurements of materials or equipment, each potential subcontractor or supplier shall be notified by the Engineer's obligations under this contract and the regulations relative to non-discrimination on the ground of color, race or national origin.

ARTICLE XIX – LOBBY CERTIFICATION

CERTIFICATION ON LOBBYING: Since federal funds are being used for this agreement, the Engineer's signature on this agreement constitutes the execution of all certifications on lobbying which are required by 49 C.F.R. Part 20 including Appendix A and B to Part 20. Engineer agrees to abide by all certification or disclosure requirements in 49 C.F.R. Part 20 which are incorporated herein by reference.

ARTICLE XX – INSURANCE

- A. The Engineer shall maintain commercial general liability, automobile liability, and worker's compensation and employer's liability insurance in full force and effect to protect the Engineer from claims under Worker's Compensation Acts, claims for damages for personal injury or death, and for damages to property arising from the negligent acts, errors, or omissions of the Engineer and its employees, agents, and Subconsultants in the performance of the services covered by this Agreement, including, without limitation, risks insured against in commercial general liability policies.
- B. The Engineer shall also maintain professional liability insurance to protect the Engineer against the negligent acts, errors, or omissions of the Engineer and those for whom it is legally responsible, arising out of the performance of professional services under this Agreement.
- C. The Engineer's insurance coverage shall be for not less than the following limits of liability:
 - 1. Commercial General Liability: \$500,000 per person up to \$3,000,000 per occurrence;
 - 2. Automobile Liability: \$500,000 per person up to \$3,000,000 per occurrence;
 - 3. Worker's Compensation in accordance with the statutory limits; and Employer's Liability: \$1,000,000; and
 - 4. Professional ("Errors and Omissions") Liability: \$1,000,000, each claim and in the annual aggregate.
- D. The Engineer shall, upon request at any time, provide the Local Agency with certificates of insurance evidencing the Engineer's commercial general or professional liability ("Errors and Omissions") policies and evidencing that they and all other required insurance are in effect as to the services under this Agreement.
- E. Any insurance policy required as specified in (ARTICLE XX) shall be written by a company which is incorporated in the United States of America or is based in the United States of America. Each insurance policy must be issued by a company authorized to issue such insurance in the State of Missouri.

ARTICLE XXI - ATTACHMENTS

The following exhibits are attached hereto and are hereby made part of this contract:

Attachment A – Scope of Service

Attachment B - Estimate of Cost

Attachment C - Certification Regarding Debarment, Suspension, and Other
Responsibility Matters - Primary Covered Transactions.

Attachment D - Certification Regarding Debarment, Suspension, and Ineligibility and
Voluntary Exclusion - Lower Tier Covered Transactions.

Attachment E – DBE Contract Provisions

Attachment F – Fig. 136.4.15 Conflict of Interest Disclosure Form

Executed by the Engineer this _____ day of _____, 2024.

Executed by the City this _____ day of _____, 2024.

FOR: CITY OF CARTHGE, MISSOURI

BY: _____
Mayor

ATTEST: _____
City Clerk

FOR: ZANEVAN ENGINEERING, LLC.

BY: _____
President

ATTEST: _____

I hereby certify under Section 50.660 RSMo there is either: (1) a balance of funds, otherwise unencumbered, to the credit of the appropriation to which the obligation contained herein is chargeable, and a cash balance otherwise unencumbered, in the Treasury, to the credit of the fund from which payment is to be made, each sufficient to meet the obligation contained herein; or (2) bonds or taxes have been authorized by vote of the people and there is a sufficient unencumbered amount of the bonds yet to be sold or of the taxes levied and yet to be collected to meet the obligation in case there is not a sufficient unencumbered cash balance in the treasury.

City Clerk

ATTACHMENT A

Scope of Services

See ARTICLE I – SCOPE OF SERVICES

ATTACHMENT B

ATTACHMENT B

ESTIMATE OF ENGINEERING COST					
City of Carthage, Missouri					
Project S6030(51)					
State Highway HH, I-49 Southbound Ramps and Dr. Russell Smith Way Intersection					
CONSTRUCTION PHASE					
		Hours		Rate	Cost
	Principal	400		\$75.00	\$30,000.00
	Project Engineer	200		\$42.50	\$8,500.00
	Project Coordinator	800		\$33.00	\$26,400.00
	Technician III - Inspector	1702		\$45.00	\$76,590.00

	Subtotal	3102			\$141,490.00
	Overhead - Safe Harbor			110.00%	\$155,639.00
	Subtotal				\$297,129.00
	Other Direct Costs				
	Travel, @\$0.67/Mi.	5800			\$3,886.00

				Subtotal Direct Costs	\$3,886.00

				Subtotal	\$301,015.00
	Fixed Fee @13.5%				\$40,112.42
	CONTRACT CEILING, CONSTRUCTION PHASE				\$341,127.42

ATTACHMENT C

CERTIFICATION REGARDING DEBARMENT, SUSPENSION, AND OTHER RESPONSIBILITY MATTERS - PRIMARY COVERED TRANSACTIONS

INSTRUCTIONS FOR CERTIFICATION

1. By signing and submitting this proposal, the prospective primary participant is providing the certification set out below.
2. The inability of a person to provide the certification required below will not necessarily result in denial of participation in this covered transaction. The prospective participant shall submit an explanation of why it cannot provide the certification set out below. The certification or explanation will be considered in connection with the department or agency's determination whether to enter into this transaction. However, failure of the prospective primary participant to furnish a certification or an explanation shall disqualify such person from participation in this transaction.
3. The certification in this clause is a material representation of fact upon which reliance was placed when the department or agency determined to enter into this transaction. If it is later determined that the prospective primary participant knowingly rendered an erroneous certification in addition to other remedies available to the Federal Government, the department or agency may terminate this transaction for cause of default.
4. The prospective primary participant shall provide immediate written notice to the department or agency to whom this proposal is submitted if at any time the prospective primary participant learns that its certification was erroneous when submitted or has become erroneous by reason of changed circumstances.
5. The terms "covered transaction," "debarred," "suspended," "ineligible," "lower tier covered transaction," "participant," "person," "primary covered transaction," "principal," "proposal," and "voluntarily excluded," "proposal" and "voluntarily excluded," as used in this clause, have the meanings set out in the Definitions and Coverage sections of the rules implementing Executive Order 12549. You may contact the department or agency to which this proposal is being submitted for assistance in obtaining a copy of those regulations.
6. The prospective primary participant agrees by submitting this proposal that, should the proposed covered transaction be entered into, it shall not knowingly enter into any lower tier covered transaction with a person who is debarred, suspended, declared ineligible, or voluntarily excluded from participation in this covered transaction, unless authorized by the department or agency entering into this transaction.
7. The prospective primary participant further agrees by submitting this proposal that it will include the clause titled "Certification Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion-- Lower Tier Covered Transaction" provided by the department or agency entering into this covered transaction, without modification, in all lower tier covered transactions and in all solicitations for lower tier covered transactions.
8. A participant in a covered transaction may rely upon a certification of a prospective participant in a lower tier covered transaction that it is not debarred, suspended, ineligible, or voluntarily excluded from the covered transaction, unless it knows that the certification is erroneous. A participant may decide the

method and frequency by which it determines the eligibility of its principals. Each participant may, but is not required to check the Nonprocurement List at the Excluded Parties List System.
<https://www.epls.gov/eplsearch.do?page=A&status=current&agency=69#A>.

9. Nothing contained in the foregoing shall be construed to require establishment of a system of records in order to render in good faith the certification required by this clause. The knowledge and information of a participant is not required to exceed that which is normally possessed by a prudent person in the ordinary course of business dealings.
10. Except for transactions authorized under paragraph 6 of these instructions, if a participant in a covered transaction knowingly enters into a lower tier covered transaction with a person who is suspended, debarred, ineligible, or voluntarily excluded from participation in this transaction, in addition to other remedies available to the Federal Government, the department or agency may terminate this transaction for cause or default.

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

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

ATTACHMENT D

CERTIFICATION REGARDING DEBARMENT, SUSPENSION, INELIGIBILITY AND VOLUNTARY EXCLUSION--LOWER TIER COVERED TRANSACTIONS

INSTRUCTIONS FOR CERTIFICATION

1. By signing and submitting this proposal, the prospective lower tier participant is providing the certification set out below.
2. The certification in this clause is a material representation of fact upon which reliance was placed when this transaction was entered into. If it is later determined that the prospective lower tier participant knowingly rendered an erroneous certification, in addition to other remedies available to the Federal Government, the department or agency with which this transaction originated may pursue available remedies, including suspension and/or debarment.
3. The prospective lower tier participant shall provide immediate written notice to the person to which this proposal is submitted if at any time the prospective lower tier participant learns that its certification was erroneous when submitted or has become erroneous by reason of changed circumstances.
4. The terms "covered transaction," "debarred," "suspended," "ineligible," "lower tier covered transaction," "participant," "person," "primary covered transaction," "principal," "proposal," and "voluntarily excluded," as used in this clause, have the meanings set out in the Definitions and Coverage sections of rules implementing Executive Order 12549. You may contact the person to which this proposal is submitted for assistance in obtaining a copy of those regulations.
5. The prospective lower tier participant agrees by submitting this proposal that, should the proposed covered transaction with a person who is debarred, suspended, declared ineligible, or voluntarily excluded from participation in this covered transaction, unless authorized by the department or agency with which this transaction originated.
6. The prospective lower tier participant further agrees by submitting this proposal that it will include this clause titled "Certification Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion--Lower Tier Covered Transaction," without modification, in all lower tier covered transactions and in all solicitations for lower tier covered transactions.
7. A participant in a covered transaction may rely upon a certification of a prospective participant in a lower tier covered transaction that it is not debarred, suspended, ineligible, or voluntarily excluded from the covered transaction, unless it knows that the certification is erroneous. A participant may decide the method and frequency by which it determines the eligibility of its principals. Each participant may, but is not required to, check the Nonprocurement List at the Excluded Parties List System.
<https://www.epls.gov/eplsearch.do?page=A&status=current&agency=69#A>.
8. Nothing contained in the foregoing shall be construed to require establishment of a system of records in order to render in good faith the certification required by this clause. The knowledge and information of a participant is not required to exceed that which normally possessed by a prudent person in the ordinary course of business dealings.
9. Except for transactions authorized under paragraph 5 of these instructions, if a participant in a covered transaction knowingly enters into a lower tier covered transaction with a person who is suspended,

debarred, ineligible, or voluntarily excluded from participation in this transaction, in addition to other remedies available to the Federal Government, the department or agency with which this transaction originated may pursue available remedies, including suspension and/or debarment.

Certification Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion--Lower Tier Covered Transactions

1. The prospective lower tier participant certifies, by submission of this proposal, that neither it nor its principals is presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participation in this transaction by any Federal department or agency.
2. Where the prospective lower tier participant is unable to certify to any of the statements in this certification, such prospective participant shall attach an explanation to this proposal.

Attachment E
Disadvantage Business Enterprise Contract Provisions

1. Policy: It is the policy of the U.S. Department of Transportation and the Local Agency that businesses owned by socially and economically disadvantaged individuals (DBE's) as defined in 49 C.F.R. Part 26 have the maximum opportunity to participate in the performance of contracts financed in whole or in part with federal funds. Thus, the requirements of 49 C.F.R. Part 26 and Section 1101(b) of the Transportation Equity Act for the 21st Century (TEA-21) apply to this Agreement.

2. Obligation of the Engineer to DBE's: The Engineer agrees to assure that DBEs have the maximum opportunity to participate in the performance of this Agreement and any subconsultant agreement financed in whole or in part with federal funds. In this regard the Engineer shall take all necessary and reasonable steps to assure that DBEs have the maximum opportunity to compete for and perform services. The Engineer shall not discriminate on the basis of race, color, religion, creed, disability, sex, age, or national origin in the performance of this Agreement or in the award of any subsequent subconsultant agreement.

3. Geographic Area for Solicitation of DBEs: The Engineer shall seek DBEs in the same geographic area in which the solicitation for other subconsultants is made. If the Engineer cannot meet the DBE goal using DBEs from that geographic area, the Engineer shall, as a part of the effort to meet the goal, expand the search to a reasonably wider geographic area.

4. Determination of Participation Toward Meeting the DBE Goal: DBE participation shall be counted toward meeting the goal as follows:

A. Once a firm is determined to be a certified DBE, the total dollar value of the subconsultant agreement awarded to that DBE is counted toward the DBE goal set forth above.

B. The Engineer may count toward the DBE goal a portion of the total dollar value of a subconsultant agreement with a joint venture eligible under the DBE standards, equal to the percentage of the ownership and control of the DBE partner in the joint venture.

C. The Engineer may count toward the DBE goal expenditures to DBEs who perform a commercially useful function in the completion of services required in this Agreement. A DBE is considered to perform a commercially useful function when the DBE is responsible for the execution of a distinct element of the services specified in the Agreement and the carrying out of those responsibilities by actually performing, managing and supervising the services involved and providing the desired product.

D. A Engineer may count toward the DBE goal its expenditures to DBE firms consisting of fees or commissions charged for providing a bona fide service, such as professional, technical, consultant, or managerial services and assistance in the procurement of essential personnel, facilities, equipment, materials or supplies required for the performance of this Agreement, provided that the fee or commission is determined by MoDOT's External Civil Rights Division to be reasonable and not excessive as compared with fees customarily allowed for similar services.

E. The Engineer is encouraged to use the services of banks owned and controlled by socially and economically disadvantaged individuals.

5. Replacement of DBE Subconsultants: The Engineer shall make good faith efforts to replace a DBE Subconsultant, who is unable to perform satisfactorily, with another DBE Subconsultant. Replacement firms must be approved by MoDOT's External Civil Rights Division.

6. Verification of DBE Participation: Prior to final payment by the Local Agency, the Engineer shall file a list with the Local Agency showing the DBEs used and the services performed. The list shall show the actual dollar amount paid to each DBE that is applicable to the percentage participation established in this Agreement. Failure on the part of the Engineer to achieve the DBE participation specified in this Agreement may result in sanctions being imposed on the Commission for noncompliance with 49 C.F.R. Part 26 and/or Section 1101(b) of TEA-21. If the total DBE participation is less than the goal amount stated by the MoDOT's External Civil Rights Division, liquidated damages may be assessed to the Engineer.

Therefore, in order to liquidate such damages, the monetary difference between the amount of the DBE goal dollar amount and the amount actually paid to the DBEs for performing a commercially useful function will be deducted from the Engineer's payments as liquidated damages. If this Agreement is awarded with less than the goal amount stated above by MoDOT's External Civil Rights Division, that lesser amount shall become the goal amount and shall be used to determine liquidated damages. No such deduction will be made when, for reasons beyond the control of the Engineer, the DBE goal amount is not met.

7. Documentation of Good Faith Efforts to Meet the DBE Goal: The Agreement goal is established by MoDOT's External Civil Rights Division. The Engineer must document the good faith efforts it made to achieve that DBE goal, if the agreed percentage specified is less than the percentage stated. The Good Faith Efforts documentation shall illustrate reasonable efforts to obtain DBE Participation. Good faith efforts to meet this DBE goal amount may include such items as, but are not limited to, the following:

A. Attended a meeting scheduled by the Department to inform DBEs of contracting or consulting opportunities.

B. Advertised in general circulation trade association and socially and economically disadvantaged business directed media concerning DBE subcontracting opportunities.

C. Provided written notices to a reasonable number of specific DBEs that their interest in a subconsultant agreement is solicited in sufficient time to allow the DBEs to participate effectively.

D. Followed up on initial solicitations of interest by contacting DBEs to determine with certainty whether the DBEs were interested in subconsulting work for this Agreement.

E. Selected portions of the services to be performed by DBEs in order to increase the likelihood of meeting the DBE goal (including, where appropriate, breaking down subconsultant agreements into economically feasible units to facilitate DBE participation).

F. Provided interested DBEs with adequate information about plans, specifications and requirements of this Agreement.

G. Negotiated in good faith with interested DBEs, and not rejecting DBEs as unqualified without sound reasons, based on a thorough investigation of their capabilities.

H. Made efforts to assist interested DBEs in obtaining any bonding, lines of credit or insurance required by the Commission or by the Engineer.

I. Made effective use of the services of available disadvantaged business organizations, minority contractors' groups, disadvantaged business assistance offices, and other organizations that provide assistance in the recruitment and placement of DBE firms.

8. Good Faith Efforts to Obtain DBE Participation: If the Engineer's agreed DBE goal amount as specified is less than the established DBE goal given, then the Engineer certifies that good faith efforts were taken by Engineer in an attempt to obtain the level of DBE participation set by MoDOT's External Civil Rights.

Attachment F – Fig. 136.4.15
Conflict of Interest Disclosure Form for LPA/Consultants
Local Federal-aid Transportation Projects

Firm Name (Consultant): Zanevan Engineering, LLC

Project Owner (LPA): City of Carthage, Missouri

Project Name: State Highway HH, I-49 Southbound Ramps and Dr. Russell Smith Way Intersection

Project Number: S6030(51)

As the LPA and/or consultant for the above local federal-aid transportation project, I have:

1. Reviewed the conflict of interest information found in Missouri's Local Public Agency Manual (EPG 136.4)
2. Reviewed the Conflict of Interest laws, including 23 CFR § 1.33, 49 CFR 18.36.

And, to the best of my knowledge, determined that, for myself, any owner, partner or employee, with my firm or any of my sub-consulting firms providing services for this project, including family members and personal interests of the above persons, there are:

☒ No real or potential conflicts of interest
If no conflicts have been identified, complete and sign this form and submit to LPA

☐ Real conflicts of interest or the potential for conflicts of interest
If a real or potential conflict has been identified, describe on an attached sheet the nature of the conflict, and provide a detailed description of Consultant's proposed mitigation measures (if possible). Complete and sign this form and send it, along with all attachments, to the appropriate MoDOT District Representative, along with the executed engineering services contract.

LPA

Consultant

Printed Name: _____

Printed Name: Jason Eckhart, PE

Signature: _____

Signature: _____

Date: _____

Date: _____

COUNCIL BILL NO. 24-08

ORDINANCE NO. _____

An Ordinance of the City of Carthage, Missouri authorizing the Mayor to execute an Agreement between the City of Carthage, Missouri and Zanevan Engineering, LLC for construction inspection services on the 3rd Street Bridge Project, in the City of Carthage, Missouri.

BE IT ORDAINED BY THE COUNCIL OF THE CITY OF CARTHAGE, JASPER COUNTY, MISSOURI as follows:

SECTION I: The agreement with Zanevan Engineering, LLC for Engineering for construction inspection services on the 3rd Street Bridge Project, attached hereto as Exhibit A, a copy of which agreement is attached hereto and incorporated herein as if set out in full.

SECTION II: This ordinance shall take effect and be in force from and after its passage and approval.

PASSED AND APPROVED THIS _____ DAY OF _____, 2024.

Dan Rife, Mayor

ATTEST:

Miranda Deal, City Clerk

Sponsored by: Public Works Committee

SPONSOR: City of Carthage, Missouri

LOCATION: Carthage, Missouri

PROJECT: BRO-R117002 Bridge #0720003 on 3rd Street Over Tributary of Spring River

THIS CONTRACT is between City of Carthage, Missouri, hereinafter referred to as the "Local Agency", and Zanevan Engineering, hereinafter referred to as the "Engineer".

INASMUCH as funds have been made available by the Federal Highway Administration through its Off-System Bridge Program, coordinated through the Missouri Department of Transportation, the Local Agency intends to construct a replacement bridge on 3rd Street Over Tributary of Spring River and requires professional engineering services. The Engineer will provide the Local Agency with professional services hereinafter detailed for the planning, design and construction inspection of the desired improvements and the Local Agency will pay the Engineer as provided in this contract. It is mutually agreed as follows:

ARTICLE I – SCOPE OF SERVICES

A. DESIGN PHASE - The Engineer will:

1. determine the needs of the Local Agency for the project;
2. conduct topographic, property and utility surveys sufficient to develop plans for the project;
3. arrange for subsurface investigations, if needed;
4. conduct hydraulic studies, prepare alternative designs and cost estimates, develop preliminary plans, and recommend to the Local Agency the best overall general design based on these studies;
5. submit electronic copies of preliminary plans, estimates and studies for review by the Local Agency and Missouri Department of Transportation (MoDOT);
6. prepare detailed construction plans, cost estimates, specifications and related documents as necessary for the purpose of soliciting bids for constructing the project. Provision will be made in the contract documents for that portion of the work that will be performed by Local Agency's forces;
7. secure adequate property title information, determine right-of-way requirements, prepare right-of-way plans, and assist the Local Agency in acquiring the right-of-way deeds needed for the project;
8. ensure compliance with water quality requirements by coordinating with the Missouri Department of Natural Resources and the U.S. Army Corps of Engineers and also insure

compliance with the requirements of the Federal Emergency Management Agency (FEMA);

9. ensure compliance with historic preservation requirements through coordination with the Missouri Department of Natural Resources, and if deemed necessary, arrange to have the site examined by a qualified archaeologist on a subcontract basis. Cost of an archaeological study is not included in this contract. A Supplemental Agreement will be issued if an archaeological study is required;
10. ensure compliance with all regulations in regards to noise abatement and air quality, if necessary; and
11. provide the Local Agency electronic copy of completed plans, specifications and/cost estimates for the purpose of obtaining construction authorization from the Missouri Department of Transportation.
12. arrange for hazardous waste inspection and, if deemed necessary, arrange to have the hazardous waste removed by a qualified disposer on a subcontract basis. Cost of hazardous waste mitigation is not included in this contract. A Supplemental Agreement will be issued if mitigation is required.

B. BIDDING PHASE - The Engineer will:

1. upon receipt of construction authorization from MoDOT, make final corrections resulting from reviews by agencies involved, and provide an adequate number of plans, specifications, and bid documents to the Local Agency;
2. provide the Local Agency with a list of qualified area bidders and assist Local Agency in advertising for bids; and
3. assist the Local Agency in evaluating bids and requesting concurrence in award from MoDOT;

ARTICLE II - DISADVANTAGED BUSINESS ENTERPRISE (DBE) REQUIREMENTS:

- A. DBE Goal: The following DBE goal has been established for this Agreement. The dollar value of services and related equipment, supplies, and materials used in furtherance thereof which is credited toward this goal will be based on the amount actually paid to DBE firms. The goal for the percentage of services to be awarded to DBE firms is 0 % of the total Agreement dollar value.
- B. DBE Participation Obtained by Engineer: The Engineer has obtained DBE participation, and agrees to use DBE firms to complete, 0 % of the total services to be performed under this Agreement, by dollar value. The DBE firms which the Engineer shall use, and the type and dollar value of the services each DBE will perform, is as follows:

DBE FIRM NAME, STREET AND COMPLETE MAILING ADDRESS	TYPE OF DBE SERVICE	TOTAL \$ VALUE OF THE DBE SUBCONTRACT	CONTRACT \$ AMOUNT TO APPLY TO TOTAL DBE GOAL	PERCENTAGE OF SUBCONTRACT DOLLAR VALUE APPLICABLE TO TOTAL GOAL
---	---------------------------	--	---	--

ARTICLE III-ADDITIONAL SERVICES

The Local Agency reserves the right to request additional work, and changed or unforeseen conditions may require changes and work beyond the scope of this contract. In this event, a supplement to this agreement shall be executed and submitted for the approval of MoDOT prior to performing the additional or changed work or incurring any additional cost thereof. Any change in compensation will be covered in the supplement.

ARTICLE IV - RESPONSIBILITIES OF LOCAL AGENCY

The Local Agency will cooperate fully with the Engineer in the development of the project, including the following:

- A. make available all information pertaining to the project which may be in the possession of the Local Agency;
- B. provide the Engineer with the Local Agency's requirements for the project;
- C. make provisions for the Engineer to enter upon property at the project site for the performance of his duties;
- D. examine all studies and layouts developed by the Engineer, obtain reviews by MoDOT, and render decisions thereon in a prompt manner so as not to delay the Engineer;
- E. designate a Local Agency's employee to act as Local Agency's Person in Responsible Charge under this contract, such person shall have authority to transmit instructions, interpret the Local Agency's policies and render decisions with respect to matters covered by this agreement (see EPG 136.3);
- F. perform appraisals and appraisal review, negotiate with property owners and otherwise provide all services in connection with acquiring all right-of-way needed to construct this project.

ARTICLE V - PERIOD OF SERVICE

The Engineer will commence work within two weeks after receiving notice to proceed from the Local Agency. The general phases of work will be completed in accordance with the following schedule:

- A. PS&E Approval by MODOT shall be completed on March 31, 2025
- B. Construction Phase shall be completed 60 days after construction final completion schedule.

The Local Agency will grant time extensions for delays due to unforeseeable causes beyond the control of and without fault or negligence of the Engineer. Requests for extensions of time shall be made in writing by the Engineer, before that phase of work is scheduled to be completed, stating fully the events giving rise to the request and justification for the time extension requested.

ARTICLE VI – STANDARDS

The Engineer shall be responsible for working with the Local Agency in determining the appropriate design parameters and construction specifications for the project using good engineering judgment based on the specific site conditions, Local Agency needs, and guidance provided in the most current version of EPG 136 LPA Policy. If the project is on the state highway system or is a bridge project, then the latest version of MoDOT's Engineering Policy Guide (EPG) and Missouri Standard Specifications for Highway Construction shall be used (see EPG 136.7). The project plans must also be in compliance with the latest ADA (Americans with Disabilities Act) Regulations.

ARTICLE VII - COMPENSATION

For services provided under this contract, the Local Agency will compensate the Engineer as follows:

- A. For design services, including work through the construction contract award stage, the Local Agency will pay the Engineer the actual costs incurred plus a predetermined fixed fee of \$8,811.47, with a ceiling established for said design services in the amount of \$69,747.72, which amount shall not be exceeded.
- B. For construction inspection services, the Local Agency will pay the Engineer the actual costs incurred plus a predetermined fixed fee of \$_____, with a ceiling established for said inspection services in the amount of \$_____, which amount shall not be exceeded.
- C. The compensation outlined above has been derived from estimates of cost which are detailed in Attachment B. Any major changes in work, extra work, exceeding of the contract ceiling, or change in the predetermined fixed fee will require a supplement to this contract, as covered in Article III - ADDITIONAL SERVICES.
- D. Actual costs in Sections A and B above are defined as:

1. Actual payroll salaries paid to employees for time that they are productively engaged in work covered by this contract, plus
 2. An amount calculated at 110% (Safe Harbor) of actual salaries in Item 1 above for payroll additives, including payroll taxes, holiday and vacation pay, sick leave pay, insurance benefits, retirement and incentive pay, plus
 3. An amount calculated at 0% of actual salaries in Item 1 above for general administrative overhead, based on the Engineer's system for allocating indirect costs in accordance with sound accounting principles and business practice, plus
 4. Other costs directly attributable to the project but not included in the above overhead, such as vehicle mileage, meals and lodging, printing, surveying expendables, and computer time, plus
 5. Project costs incurred by others on a subcontract basis, said costs to be passed through the Engineer on the basis of reasonable and actual cost as invoiced by the subcontractors.
- E. The rates shown for additives and overhead in Sections VII. D.2 and VII. D.3 above are the established Engineer's overhead rate accepted at the time of contract execution and shall be utilized throughout the life of this contract for billing purposes.
- F. The payment of costs under this contract will be limited to costs which are allowable under 23 CFR 172 and 48 CFR 31.
- G. **METHOD OF PAYMENT** - Partial payments for work satisfactorily completed will be made to the Engineer upon receipt of itemized invoices by the Local Agency. Invoices will be submitted no more frequently than once every two weeks and must be submitted monthly for invoices greater than \$10,000. A pro-rated portion of the fixed fee will be paid with each invoice. Upon receipt of the invoice and progress report, the Local Agency will, as soon as practical, but not later than 45 days from receipt, pay the Engineer for the services rendered, including the proportion of the fixed fee earned as reflected by the estimate of the portion of the services completed as shown by the progress report, less partial payments previously made. A late payment charge of one and one half percent (1.5%) per month shall be assessed for those invoiced amount not paid, through no fault of the Engineer, within 45 days after the Local Agency's receipt of the Engineer's invoice. The Local Agency will not be liable for the late payment charge on any invoice which requests payment for costs which exceed the proportion of the maximum amount payable earned as reflected by the estimate of the portion of the services completed, as shown by the progress report. The payment, other than the fixed fee, will be subject to final audit of actual expenses during the period of the Agreement.
- H. **PROPERTY ACCOUNTABILITY** - If it becomes necessary to acquire any specialized equipment for the performance of this contract, appropriate credit will be given for any residual value of said equipment after completion of usage of the equipment.

ARTICLE VIII - COVENANT AGAINST CONTINGENT FEES

The Engineer warrants that he has not employed or retained any company or person, other than a bona fide employee working for the Engineer, to solicit or secure this agreement, and that he has not paid or agreed to pay any company or person, other than a bona fide employee, any fee, commission, percentage, brokerage fee, gifts, or any other consideration, contingent upon or resulting from the award or making of this contract. For breach or violation of this warranty, the Local Agency shall have the right to annul this agreement without liability, or in its discretion to deduct from the contract price or consideration, or otherwise recover, the full amount of such fee, commission, percentage, brokerage fee, gift, or contingent fee, plus reasonable attorney's fees.

ARTICLE IX - SUBLETTING, ASSIGNMENT OR TRANSFER

No portion of the work covered by this contract, except as provided herein, shall be sublet or transferred without the written consent of the Local Agency. The subletting of the work shall in no way relieve the Engineer of his primary responsibility for the quality and performance of the work. It is the intention of the Engineer to engage subcontractors for the purposes of:

Sub-Consultant Name	Address	Services
NA	NA	NA

ARTICLE X - PROFESSIONAL ENDORSEMENT

All plans, specifications and other documents shall be endorsed by the Engineer and shall reflect the name and seal of the Professional Engineer endorsing the work. By signing and sealing the PS&E submittals the Engineer of Record will be representing to MoDOT that the design is meeting the intent of the federal aid programs.

ARTICLE XI - RETENTION OF RECORDS

The Engineer shall maintain all records, survey notes, design documents, cost and accounting records, construction records and other records pertaining to this contract and to the project covered by this contract, for a period of not less than three years following final payment by FHWA. Said records shall be made available for inspection by authorized representatives of the Local Agency, MoDOT or the federal government during regular working hours at the Engineer's place of business.

ARTICLE XII - OWNERSHIP OF DOCUMENTS

Plans, tracings, maps and specifications prepared under this contract shall be delivered to and become the property of the Local Agency upon termination or completion of work. Basic survey notes, design computations and other data prepared under this contract shall be made available to the Local Agency upon request. All such information produced under this contract shall be available for use by the Local Agency without restriction or limitation on its use. If the Local Agency incorporates any portion of

the work into a project other than that for which it was performed, the Local Agency shall save the Engineer harmless from any claims and liabilities resulting from such use.

ARTICLE XIII – SUSPENSION OR TERMINATION OF AGREEMENT

- A. The Local Agency may, without being in breach hereof, suspend or terminate the Engineer's services under this Agreement, or any part of them, for cause or for the convenience of the Local Agency, upon giving to the Engineer at least fifteen (15) days' prior written notice of the effective date thereof. The Engineer shall not accelerate performance of services during the fifteen (15) day period without the express written request of the Local Agency.
- B. Should the Agreement be suspended or terminated for the convenience of the Local Agency, the Local Agency will pay to the Engineer its costs as set forth in Attachment B including actual hours expended prior to such suspension or termination and direct costs as defined in this Agreement for services performed by the Engineer, a proportional amount of the fixed fee based upon an estimated percentage of Agreement completion, plus reasonable costs incurred by the Engineer in suspending or terminating the services. The payment will make no other allowances for damages or anticipated fees or profits. In the event of a suspension of the services, the Engineer's compensation and schedule for performance of services hereunder shall be equitably adjusted upon resumption of performance of the services.
- C. The Engineer shall remain liable to the Local Agency for any claims or damages occasioned by any failure, default, or negligent errors and/or omission in carrying out the provisions of this Agreement during its life, including those giving rise to a termination for non-performance or breach by Engineer. This liability shall survive and shall not be waived, or estopped by final payment under this Agreement.
- D. The Engineer shall not be liable for any errors or omissions contained in deliverables which are incomplete as a result of a suspension or termination where the Engineer is deprived of the opportunity to complete the Engineer's services.
- E. Upon the occurrence of any of the following events, the Engineer may suspend performance hereunder by giving the Local Agency 30 days advance written notice and may continue such suspension until the condition is satisfactorily remedied by the Local Agency. In the event the condition is not remedied within 120 days of the Engineer's original notice, the Engineer may terminate this agreement.
 - 1. Receipt of written notice from the Local Agency that funds are no longer available to continue performance.
 - 2. The Local Agency's persistent failure to make payment to the Engineer in a timely manner.
 - 3. Any material contract breach by the Local Agency.

ARTICLE XIV - DECISIONS UNDER THIS CONTRACT

The Local Agency will determine the acceptability of work performed under this contract, and will decide all questions which may arise concerning the project. The Local Agency's decision shall be final and conclusive.

ARTICLE XV - SUCCESSORS AND ASSIGNS

The Local Agency and the Engineer agree that this contract and all contracts entered into under the provisions of this contract shall be binding upon the parties hereto and their successors and assigns.

ARTICLE XVI - COMPLIANCE WITH LAWS

The Engineer shall comply with all federal, state, and local laws, ordinances, and regulations applicable to the work, including but not limited to Title VI and Title VII of the Civil Rights Act of 1964, as amended (42 U.S.C. 2000d, 2000e), as well as with any applicable titles of the Americans with Disabilities Act (42 U.S.C. 12101, et seq.) and non-discrimination clauses incorporated herein, and shall procure all licenses and permits necessary for the fulfillment of obligations under this contract.

ARTICLE XVII - RESPONSIBILITY FOR CLAIMS AND LIABILITY

The Engineer agrees to save harmless the Local Agency, MoDOT and FHWA from all claims and liability due to his negligent acts or the negligent acts of his employees, agents or subcontractors.

ARTICLE XVIII - NONDISCRIMINATION

The Engineer, with regard to the work performed by it after award and prior to completion of the contract work, will not discriminate on the ground of race, color or national origin in the selection and retention of subcontractors. The Engineer will comply with state and federal related to nondiscrimination, including but not limited to Title VI and Title VII of the Civil Rights Act of 1964, as amended (42 U.S.C. 2000d, 2000e), as well as with any applicable titles of the Americans with Disabilities Act (42 U.S.C. 12101, et seq.). More specifically, the Engineer will comply with the regulations of the Department of Transportation relative to nondiscrimination in federally assisted programs of the Department of Transportation, as contained in 49 CFR 21 through Appendix H and 23 CFR 710.405 which are herein incorporated by reference and made a part of this contract. In all solicitations either by competitive bidding or negotiation made by the Engineer for work to be performed under a subcontract, including procurements of materials or equipment, each potential subcontractor or supplier shall be notified by the Engineer's obligations under this contract and the regulations relative to non-discrimination on the ground of color, race or national origin.

ARTICLE XIX – LOBBY CERTIFICATION

CERTIFICATION ON LOBBYING: Since federal funds are being used for this agreement, the Engineer's signature on this agreement constitutes the execution of all certifications on lobbying which are required by 49 C.F.R. Part 20 including Appendix A and B to Part 20. Engineer agrees to abide by all certification or disclosure requirements in 49 C.F.R. Part 20 which are incorporated herein by

reference.

ARTICLE XX – INSURANCE

- A. The Engineer shall maintain commercial general liability, automobile liability, and worker’s compensation and employer’s liability insurance in full force and effect to protect the Engineer from claims under Worker’s Compensation Acts, claims for damages for personal injury or death, and for damages to property arising from the negligent acts, errors, or omissions of the Engineer and its employees, agents, and Subconsultants in the performance of the services covered by this Agreement, including, without limitation, risks insured against in commercial general liability policies.
- B. The Engineer shall also maintain professional liability insurance to protect the Engineer against the negligent acts, errors, or omissions of the Engineer and those for whom it is legally responsible, arising out of the performance of professional services under this Agreement.
- C. The Engineer's insurance coverage shall be for not less than the following limits of liability:
 - 1. Commercial General Liability: \$500,000 per person up to \$3,000,000 per occurrence;
 - 2. Automobile Liability: \$500,000 per person up to \$3,000,000 per occurrence;
 - 3. Worker's Compensation in accordance with the statutory limits; and Employer’s Liability: \$1,000,000; and
 - 4. Professional (“Errors and Omissions”) Liability: \$1,000,000, each claim and in the annual aggregate.
- D. The Engineer shall, upon request at any time, provide the Local Agency with certificates of insurance evidencing the Engineer’s commercial general or professional liability (“Errors and Omissions”) policies and evidencing that they and all other required insurance are in effect as to the services under this Agreement.
- E. Any insurance policy required as specified in (ARTICLE XX) shall be written by a company which is incorporated in the United States of America or is based in the United States of America. Each insurance policy must be issued by a company authorized to issue such insurance in the State of Missouri.

ARTICLE XXI - ATTACHMENTS

The following exhibits are attached hereto and are hereby made part of this contract:

Attachment A – Scope of Service

Attachment B - Estimate of Cost

Attachment C - Certification Regarding Debarment, Suspension, and Other
Responsibility Matters - Primary Covered Transactions.

Attachment D - Certification Regarding Debarment, Suspension, and Ineligibility and
Voluntary Exclusion - Lower Tier Covered Transactions.

Attachment E – DBE Contract Provisions

Attachment F – Fig. 136.4.15 Conflict of Interest Disclosure Form

Executed by the Engineer this _____ day of _____, 2024.

Executed by the City this _____ day of _____, 2024.

FOR: CITY OF CARTHGE, MISSOURI

BY: _____
Mayor

ATTEST: _____
City Clerk

FOR: ZANEVAN ENGINEERING, LLC.

BY: _____
President

ATTEST: _____

I hereby certify under Section 50.660 RSMo there is either: (1) a balance of funds, otherwise unencumbered, to the credit of the appropriation to which the obligation contained herein is chargeable, and a cash balance otherwise unencumbered, in the Treasury, to the credit of the fund from which

payment is to be made, each sufficient to meet the obligation contained herein; or (2) bonds or taxes have been authorized by vote of the people and there is a sufficient unencumbered amount of the bonds yet to be sold or of the taxes levied and yet to be collected to meet the obligation in case there is not a sufficient unencumbered cash balance in the treasury.

City Clerk

ATTACHMENT A

Scope of Services

See ARTICLE I – SCOPE OF SERVICES

ATTACHMENT B

DESIGN PHASE				
Surveying	Hours		Rate	Cost
Technician III	40		\$40.00	\$1,600.00
Preliminary Design				
Principal	64		\$75.00	\$4,800.00
Project Engineer	40		\$42.50	\$1,700.00
Senior Designer	160		\$50.75	\$8,120.00
Clerical	40		\$33.25	\$1,330.00
Final Design				
Principal	32		\$75.00	\$2,400.00
Project Engineer	40		\$42.50	\$1,700.00
Senior Designer	56		\$50.75	\$2,842.00
Clerical	48		\$33.25	\$1,596.00
Bidding				
Principal	16		\$75.00	\$1,200.00
Project Engineer	2		\$42.50	\$85.00
Senior Designer	2		\$50.75	\$101.50
Clerical	44		\$33.25	\$1,463.00

Subtotal	584			\$28,937.50
Overhead - Safe Harbor			110.00%	\$31,831.25
Subtotal				\$60,768.75
Other Direct Costs				
Travel, @\$0.67/Mi.	250			\$167.50

			Subtotal Direct Costs	\$167.50
Fixed Fee @14.5%				\$8,811.47
CONTRACT CEILING, DESIGN PHASE				\$69,747.72

Fig. 136.4.1 Contract

Revised 01/27/2016

ATTACHMENT C

CERTIFICATION REGARDING DEBARMENT, SUSPENSION, AND OTHER RESPONSIBILITY MATTERS - PRIMARY COVERED TRANSACTIONS

INSTRUCTIONS FOR CERTIFICATION

1. By signing and submitting this proposal, the prospective primary participant is providing the certification set out below.
2. The inability of a person to provide the certification required below will not necessarily result in denial of participation in this covered transaction. The prospective participant shall submit an explanation of why it cannot provide the certification set out below. The certification or explanation will be considered in connection with the department or agency's determination whether to enter into this transaction. However, failure of the prospective primary participant to furnish a certification or an explanation shall disqualify such person from participation in this transaction.
3. The certification in this clause is a material representation of fact upon which reliance was placed when the department or agency determined to enter into this transaction. If it is later determined that the prospective primary participant knowingly rendered an erroneous certification in addition to other remedies available to the Federal Government, the department or agency may terminate this transaction for cause of default.
4. The prospective primary participant shall provide immediate written notice to the department or agency to whom this proposal is submitted if at any time the prospective primary participant learns that its certification was erroneous when submitted or has become erroneous by reason of changed circumstances.
5. The terms "covered transaction," "debarred," "suspended," "ineligible," "lower tier covered transaction," "participant," "person," "primary covered transaction," "principal," "proposal," and "voluntarily excluded," "proposal" and "voluntarily excluded," as used in this clause, have the meanings set out in the Definitions and Coverage sections of the rules implementing Executive Order 12549. You may contact the department or agency to which this proposal is being submitted for assistance in obtaining a copy of those regulations.
6. The prospective primary participant agrees by submitting this proposal that, should the proposed covered transaction be entered into, it shall not knowingly enter into any lower tier covered transaction with a person who is debarred, suspended, declared ineligible, or voluntarily excluded from participation in this covered transaction, unless authorized by the department or agency entering into this transaction.
7. The prospective primary participant further agrees by submitting this proposal that it will include the clause titled "Certification Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion-- Lower Tier Covered Transaction" provided by the department or agency entering into this covered transaction, without modification, in all lower tier covered transactions and in all solicitations for lower tier covered transactions.

8. A participant in a covered transaction may rely upon a certification of a prospective participant in a lower tier covered transaction that it is not debarred, suspended, ineligible, or voluntarily excluded from the covered transaction, unless it knows that the certification is erroneous. A participant may decide the method and frequency by which it determines the eligibility of its principals. Each participant may, but is not required to check the Nonprocurement List at the Excluded Parties List System.
<https://www.epls.gov/epl/s/search.do?page=A&status=current&agency=69#A>.
9. Nothing contained in the foregoing shall be construed to require establishment of a system of records in order to render in good faith the certification required by this clause. The knowledge and information of a participant is not required to exceed that which is normally possessed by a prudent person in the ordinary course of business dealings.
10. Except for transactions authorized under paragraph 6 of these instructions, if a participant in a covered transaction knowingly enters into a lower tier covered transaction with a person who is suspended, debarred, ineligible, or voluntarily excluded from participation in this transaction, in addition to other remedies available to the Federal Government, the department or agency may terminate this transaction for cause or default.

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

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

ATTACHMENT D

CERTIFICATION REGARDING DEBARMENT, SUSPENSION, INELIGIBILITY AND VOLUNTARY EXCLUSION--LOWER TIER COVERED TRANSACTIONS

INSTRUCTIONS FOR CERTIFICATION

1. By signing and submitting this proposal, the prospective lower tier participant is providing the certification set out below.
2. The certification in this clause is a material representation of fact upon which reliance was placed when this transaction was entered into. If it is later determined that the prospective lower tier participant knowingly rendered an erroneous certification, in addition to other remedies available to the Federal Government, the department or agency with which this transaction originated may pursue available remedies, including suspension and/or debarment.
3. The prospective lower tier participant shall provide immediate written notice to the person to which this proposal is submitted if at any time the prospective lower tier participant learns that its certification was erroneous when submitted or has become erroneous by reason of changed circumstances.
4. The terms "covered transaction," "debarred," "suspended," "ineligible," "lower tier covered transaction," "participant," "person," "primary covered transaction," "principal," "proposal," and "voluntarily excluded," as used in this clause, have the meanings set out in the Definitions and Coverage sections of rules implementing Executive Order 12549. You may contact the person to which this proposal is submitted for assistance in obtaining a copy of those regulations.
5. The prospective lower tier participant agrees by submitting this proposal that, should the proposed covered transaction with a person who is debarred, suspended, declared ineligible, or voluntarily excluded from participation in this covered transaction, unless authorized by the department or agency with which this transaction originated.
6. The prospective lower tier participant further agrees by submitting this proposal that it will include this clause titled "Certification Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion--Lower Tier Covered Transaction," without modification, in all lower tier covered transactions and in all solicitations for lower tier covered transactions.
7. A participant in a covered transaction may rely upon a certification of a prospective participant in a lower tier covered transaction that it is not debarred, suspended, ineligible, or voluntarily excluded from the covered transaction, unless it knows that the certification is erroneous. A participant may decide the method and frequency by which it determines the eligibility of its principals. Each participant may, but is not required to, check the Nonprocurement List at the Excluded Parties List System.
<https://www.epls.gov/eplsearch.do?page=A&status=current&agency=69#A>.
8. Nothing contained in the foregoing shall be construed to require establishment of a system of records in order to render in good faith the certification required by this clause. The knowledge and information of a participant is not required to exceed that which normally possessed by a prudent person in the ordinary course of business dealings.
9. Except for transactions authorized under paragraph 5 of these instructions, if a participant in a covered transaction knowingly enters into a lower tier covered transaction with a person who is suspended,

debarred, ineligible, or voluntarily excluded from participation in this transaction, in addition to other remedies available to the Federal Government, the department or agency with which this transaction originated may pursue available remedies, including suspension and/or debarment.

Certification Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion--Lower Tier Covered Transactions

1. The prospective lower tier participant certifies, by submission of this proposal, that neither it nor its principals is presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participation in this transaction by any Federal department or agency.
2. Where the prospective lower tier participant is unable to certify to any of the statements in this certification, such prospective participant shall attach an explanation to this proposal.

Attachment E

Disadvantage Business Enterprise Contract Provisions

1. Policy: It is the policy of the U.S. Department of Transportation and the Local Agency that businesses owned by socially and economically disadvantaged individuals (DBE's) as defined in 49 C.F.R. Part 26 have the maximum opportunity to participate in the performance of contracts financed in whole or in part with federal funds. Thus, the requirements of 49 C.F.R. Part 26 and Section 1101(b) of the Transportation Equity Act for the 21st Century (TEA-21) apply to this Agreement.

2. Obligation of the Engineer to DBE's: The Engineer agrees to assure that DBEs have the maximum opportunity to participate in the performance of this Agreement and any subconsultant agreement financed in whole or in part with federal funds. In this regard the Engineer shall take all necessary and reasonable steps to assure that DBEs have the maximum opportunity to compete for and perform services. The Engineer shall not discriminate on the basis of race, color, religion, creed, disability, sex, age, or national origin in the performance of this Agreement or in the award of any subsequent subconsultant agreement.

3. Geographic Area for Solicitation of DBEs: The Engineer shall seek DBEs in the same geographic area in which the solicitation for other subconsultants is made. If the Engineer cannot meet the DBE goal using DBEs from that geographic area, the Engineer shall, as a part of the effort to meet the goal, expand the search to a reasonably wider geographic area.

4. Determination of Participation Toward Meeting the DBE Goal: DBE participation shall be counted toward meeting the goal as follows:

A. Once a firm is determined to be a certified DBE, the total dollar value of the subconsultant agreement awarded to that DBE is counted toward the DBE goal set forth above.

B. The Engineer may count toward the DBE goal a portion of the total dollar value of a subconsultant agreement with a joint venture eligible under the DBE standards, equal to the percentage of the ownership and control of the DBE partner in the joint venture.

C. The Engineer may count toward the DBE goal expenditures to DBEs who perform a commercially useful function in the completion of services required in this Agreement. A DBE is considered to perform a commercially useful function when the DBE is responsible for the execution of a distinct element of the services specified in the Agreement and the carrying out of those responsibilities by actually performing, managing and supervising the services involved and providing the desired product.

D. A Engineer may count toward the DBE goal its expenditures to DBE firms consisting of fees or commissions charged for providing a bona fide service, such as professional, technical, consultant, or managerial services and assistance in the procurement of essential personnel, facilities, equipment, materials or supplies required for the performance of this Agreement, provided that the fee or commission is determined by MoDOT's External Civil Rights Division to be reasonable and not excessive as compared with fees customarily allowed for similar services.

E. The Engineer is encouraged to use the services of banks owned and controlled by socially and economically disadvantaged individuals.

5. Replacement of DBE Subconsultants: The Engineer shall make good faith efforts to replace a DBE Subconsultant, who is unable to perform satisfactorily, with another DBE Subconsultant. Replacement firms must be approved by MoDOT's External Civil Rights Division.

6. Verification of DBE Participation: Prior to final payment by the Local Agency, the Engineer shall file a list with the Local Agency showing the DBEs used and the services performed. The list shall show the actual dollar amount paid to each DBE that is applicable to the percentage participation established in this Agreement. Failure on the part of the Engineer to achieve the DBE participation specified in this Agreement may result in sanctions being imposed on the Commission for noncompliance with 49 C.F.R. Part 26 and/or Section 1101(b) of TEA-21. If the total DBE participation is less than the goal amount stated by the MoDOT's External Civil Rights Division, liquidated damages may be assessed to the Engineer.

Therefore, in order to liquidate such damages, the monetary difference between the amount of the DBE goal dollar amount and the amount actually paid to the DBEs for performing a commercially useful function will be deducted from the Engineer's payments as liquidated damages. If this Agreement is awarded with less than the goal amount stated above by MoDOT's External Civil Rights Division, that lesser amount shall become the goal amount and shall be used to determine liquidated damages. No such deduction will be made when, for reasons beyond the control of the Engineer, the DBE goal amount is not met.

7. Documentation of Good Faith Efforts to Meet the DBE Goal: The Agreement goal is established by MoDOT's External Civil Rights Division. The Engineer must document the good faith efforts it made to achieve that DBE goal, if the agreed percentage specified is less than the percentage stated. The Good Faith Efforts documentation shall illustrate reasonable efforts to obtain DBE Participation. Good faith efforts to meet this DBE goal amount may include such items as, but are not limited to, the following:

A. Attended a meeting scheduled by the Department to inform DBEs of contracting or consulting opportunities.

B. Advertised in general circulation trade association and socially and economically disadvantaged business directed media concerning DBE subcontracting opportunities.

C. Provided written notices to a reasonable number of specific DBEs that their interest in a subconsultant agreement is solicited in sufficient time to allow the DBEs to participate effectively.

D. Followed up on initial solicitations of interest by contacting DBEs to determine with certainty whether the DBEs were interested in subconsulting work for this Agreement.

E. Selected portions of the services to be performed by DBEs in order to increase the likelihood of meeting the DBE goal (including, where appropriate, breaking down subconsultant agreements into economically feasible units to facilitate DBE participation).

F. Provided interested DBEs with adequate information about plans, specifications and requirements of this Agreement.

G. Negotiated in good faith with interested DBEs, and not rejecting DBEs as unqualified without sound reasons, based on a thorough investigation of their capabilities.

H. Made efforts to assist interested DBEs in obtaining any bonding, lines of credit or insurance required by the Commission or by the Engineer.

I. Made effective use of the services of available disadvantaged business organizations, minority contractors' groups, disadvantaged business assistance offices, and other organizations that provide assistance in the recruitment and placement of DBE firms.

8. Good Faith Efforts to Obtain DBE Participation: If the Engineer's agreed DBE goal amount as specified is less than the established DBE goal given, then the Engineer certifies that good faith efforts were taken by Engineer in an attempt to obtain the level of DBE participation set by MoDOT's External Civil Rights.

Attachment F – Fig. 136.4.15
Conflict of Interest Disclosure Form for LPA/Consultants
Local Federal-aid Transportation Projects

Firm Name (Consultant): Zanevan Engineering, LLC

Project Owner (LPA): City of Carthage, Missouri

Project Name: Bridge #0720003 on 3rd Street Over Tributary of Spring River

Project Number: BRO-R117002

As the LPA and/or consultant for the above local federal-aid transportation project, I have:

1. Reviewed the conflict of interest information found in Missouri's Local Public Agency Manual (EPG 136.4)
2. Reviewed the Conflict of Interest laws, including 23 CFR § 1.33, 49 CFR 18.36.

And, to the best of my knowledge, determined that, for myself, any owner, partner or employee, with my firm or any of my sub-consulting firms providing services for this project, including family members and personal interests of the above persons, there are:

☒ No real or potential conflicts of interest
If no conflicts have been identified, complete and sign this form and submit to LPA

☐ Real conflicts of interest or the potential for conflicts of interest
If a real or potential conflict has been identified, describe on an attached sheet the nature of the conflict, and provide a detailed description of Consultant's proposed mitigation measures (if possible). Complete and sign this form and send it, along with all attachments, to the appropriate MoDOT District Representative, along with the executed engineering services contract.

LPA

Consultant

Printed Name: _____

Printed Name: Jason Eckhart, PE

Signature: _____

Signature: _____

Date: _____

Date: _____

AN ORDINANCE AMENDING THE ANNUAL OPERATING AND CAPITAL BUDGET OF THE CITY OF CARTHAGE FOR FISCAL YEAR 2023 - 2024 FOR SPECIFIED FUNDS (GENERAL FUND, FIRE PROTECTION TAX FUND, USE TAX FUND AND PUBLIC SAFETY FUND).

BE IT ORDAINED BY THE COUNCIL OF THE CITY OF CARTHAGE, JASPER COUNTY, MISSOURI as follows:

SECTION I: The City of Carthage's 2023 - 2024 Annual Operating and Capital Budget for the **General Fund**, is hereby amended to reflect supplemental appropriations from the unallocated and unappropriated Fund Balance, for:

- a.) the Police Department**, is hereby amended to reflect a supplemental appropriation of an amount not to exceed \$78,145 to the Overtime line item, \$16,332 to the Pension line item, and \$5,978 to the FICA line item due to errors created by OpenGov software; and
- b.) the Parks & Recreation Department** is hereby amended to reflect a supplemental appropriation of an amount not to exceed \$4,000 to the Sponsorships line item, \$5,000 to the Programming line item, and \$5,000 to the Little League Expense line item; and
- c.) the Memorial Hall Department** is hereby amended to reflect a supplemental appropriation of an amount not to exceed \$5,340 to the Building Maintenance line item for emergency restroom repairs, \$1,000 to the Sponsorships line item, and \$10,000 to the Programming line item; and

SECTION II: The City of Carthage's 2023 - 2024 Annual Operating and Capital Budget for the **Fire Protection Sales Tax Fund**, is hereby amended to reflect supplemental appropriations from the unallocated and unappropriated fund balance, for:

- An amount not to exceed \$1,441 to the Capital Projects line item for increased expenses in purchasing SCBA's.

SECTION III: The City of Carthage's 2023 - 2024 Annual Operating and Capital Budget for the **Use Tax Fund**, is hereby amended to reflect supplemental appropriations from the unallocated and unappropriated Fund Balance, for:

- An amount not to exceed \$150,000 to the Parks Capital Outlay line item for Rock Stadium Improvements; and
- An amount not to exceed \$12,520 to the Golf Capital Outlay line item for Rainbird Irrigation System repairs.

SECTION IV: The City of Carthage's 2023 -2024 Annual Operating and Capital Budget for the **Public Safety Fund**, is hereby amended to reflect supplemental appropriations from the unallocated and unappropriated fund balance, for:

- A supplemental appropriation of up to \$11,639 to the Capital Outlay line item (\$5,160 for pistols, \$479 for dart gun kit, and \$4,840 to the Uniform line item).

SECTION XII: This ordinance shall take effect and be in force from and after its passage and approval.

PASSED AND APPROVED THIS _____ DAY OF _____, 2024.

Dan Rife, Mayor

ATTEST:

Miranda Deal, City Clerk

Sponsored by: Budget Ways & Means

COUNCIL BILL NO. 24-10

ORDINANCE NO. _____

An Ordinance authorizing the Mayor to enter into a contract with 360 Fire Protection in the amount of \$10,687.25 for updating the fire system at City Hall, in the City of Carthage, Missouri.

BE IT ORDAINED BY THE COUNCIL OF THE CITY OF CARTHAGE, JASPER COUNTY, MISSOURI as follows:

SECTION I: The Mayor of the City of Carthage is hereby authorized to enter into a Contract with 360 Fire Protection for updating the fire system at City Hall in the amount of Ten Thousand Six Hundred Eighty-Seven Dollars and 25/100 (\$10,687.25), a copy of the bid proposal and contract are attached hereto and incorporated herein as if set out in full.

SECTION II: This ordinance shall take effect and be in force from and after its passage and approval.

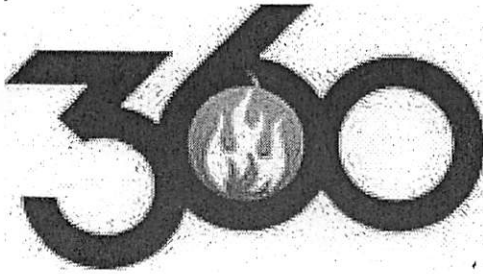
PASSED AND APPROVED THIS _____ DAY OF _____, 2024.

Dan Rife, Mayor

ATTEST:

Miranda Deal, City Clerk

Sponsored by: Public Safety Committee



From **360 FIRE PROTECTION**
1801 East Trafficway Street
Springfield MO 65802
417-771-5644
www.360fireprotection.com

Quote No. 0001405
Type Repair
Prepared By Joe Willcockson
Created On 10/11/2023
Valid Until 11/30/2023

Quote For CITY OF CARTHAGE
Carthage City Hall
326 Grant Street
Carthage MO 64836
(417) 237-7000

Description of Work

rewiring and installation of new devices where needed to encompass bringing notification circuits and coverage up to code compliance.

Services to be completed

[Alarm Systems] Location - Building

installation of cabling and devices for horn/strobe and notification corrections.

Parts, labor, and fees	Quantity	Unit Price	Total
p2rl horn/strobe	3	\$85.13	\$255.39
srl strobe only	9	\$65.63	\$590.67
Alarm Labor - Regular Rate	24	\$120.00	\$2,880.00
misc cabling and hardware	1	\$675.00	\$675.00
GRAND TOTAL			\$4,401.06

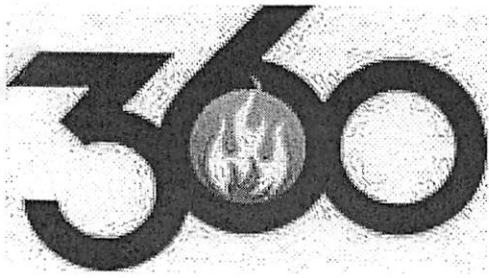
Terms and Conditions

- ALL INSPECTIONS AND TESTS ARE PERFORMED BY QUALIFIED TECHNICIANS AND ARE PERFORMED TO MEET THE LATEST NFPA CODES AND STANDARDS
- ULF (UPLOAD FEES)-are fees charged by 3rd party entities within certain jurisdictions for compliance and paperwork processing systems.
- Service charges may be added to final invoice for certain services performed.

By my signature below, I authorize work to begin and agree to pay the Grand Total according to the terms and conditions of this agreement.

Name: _____ Date: _____

Signature: _____



From | **360 FIRE PROTECTION**
1801 East Trafficway Street
Springfield MO 65802
417-771-5644
www.360fireprotection.com

Quote No. | **0001404**
Type | **Installation**
Prepared By | **Joe Willcockson**
Created On | **10/11/2023**

Quote For | **CITY OF CARTHAGE**
Carthage City Hall
326 Grant Street
Carthage MO 64836
(417) 237-7000

Description of Work

REPLACEMENT OF MAIN FACP WITH INITIATION AND NOTIFICATION DEVICES AND KEEPING EXISTING SETUP AND WIRING IN PLACE. ***DOES NOT INCLUDE ANY APPLICABLE SALES TAX***

INCLUDES REPLACEMENT OF FIRE PANEL AND FIELD DEVICES, WITH REWIRING OF ZONES AT PANEL, WITH REPLACEMENT OF EOL RESISTORS ON EACH ZONE. INCLUDES THE ADDITION OF 120 SURGE SUPPRESSION. INCLUDES MINOR PATCHING OF WALL AT PANEL AND 1 COAT OF BASE PRIMER. PAINTING TO BE PERFORMED OR HANDLED BY CUSTOMER.

Services to be completed

[Alarm Systems] Location - Building

REPLACEMENT OF MAIN FACP AND KEEPING EXISTING SETUP AND WIRING IN PLACE.

Parts, labor, and fees	Quantity	Unit Price	Total
FL-MS10-UD7	1	\$1,966.50	\$1,966.50
Alarm Labor - Regular Rate	18	\$120.00	\$2,160.00
DTK-120-HW	1	\$102.00	\$102.00
AL-R FOR PATCHING	2	\$97.50	\$195.00
MISC HARDWARE AND PATCHING MATERIAL	1	\$45.00	\$45.00
PS-DA PULL STATION	9	\$61.50	\$553.50
system sensor smoke detector	9	\$68.63	\$617.67
P2RL HORN/STROBE	4	\$85.13	\$340.52
2WTRB ELEV. RELAY SMOKES	3	\$102.00	\$306.00
GRAND TOTAL			\$6,286.19

Terms and Conditions

- ALL INSPECTIONS AND TESTS ARE PERFORMED BY QUALIFIED TECHNICIANS AND ARE PERFORMED TO MEET THE LATEST NFPA CODES AND STANDARDS
- ULF (UPLOAD FEES)-are fees charged by 3rd party entities within certain jurisdictions for compliance and paperwork processing systems.
- Service charges may be added to final invoice for certain services performed.

COUNCIL BILL NO. 24-11

ORDINANCE NO. _____

An Ordinance authorizing the Mayor to execute a contract between the City of Carthage and MODOT for installation and maintenance of lighting on HH Highway in the City of Carthage, Missouri.

BE IT ORDAINED BY THE COUNCIL OF THE CITY OF CARTHAGE, JASPER COUNTY, MISSOURI as follows:

SECTION I: The Mayor of the City of Carthage is hereby authorized to execute on behalf of the City of Carthage an agreement with the Missouri Highways and Transportation Commission outlining the responsibilities of the parties for the installation and maintenance of lighting on HH Highway in the City of Carthage, a copy of the Agreement is attached hereto and incorporated herein as if set out in full.

SECTION II: This ordinance shall take effect and be in force from and after its passage and approval.

PASSED AND APPROVED THIS _____ DAY OF _____, 2024.

Dan Rife, Mayor

ATTEST:

Miranda Deal, City Clerk

Sponsored by: CWEP Board

CCO Form: TR39
Approved: 10/03 (BDG)
Revised: 03/23 (GH)
Modified:

MoDOT District: Southwest
MoDOT Agreement Administrator: Melanie Belote
eAgreement No.: 2023-10-82473

MISSOURI HIGHWAYS AND TRANSPORTATION COMMISSION LIGHTING MAINTENANCE AGREEMENT

THIS AGREEMENT is entered into by the Missouri Highways and Transportation Commission (hereinafter, "Commission") and the City of Carthage, Missouri (hereinafter, "City").

WITNESSETH:

NOW, THEREFORE, in consideration of the mutual promises, covenants, and representations contained in this Agreement, the parties agree as follows:

(1) PURPOSE AND SCOPE: It is the purpose of this Agreement to outline the responsibilities of the Commission and the City for installation and lighting maintenance of the portion of Route HH.

(2) INSTALLATION OF LIGHTING:

(A) The City shall install luminaires along RT HH from east of Hazel Street to west of Grand Avenue. The City will incur the installation expense of the luminaires.

(B) The City shall maintain, at the City's cost, all basic intersection and roadway lighting installed by the City within the Commission's limited access right of way. The lighting shall be maintained in accordance with the Missouri Department of Transportation's Engineering Policy Guide. The City shall pay the cost of electrical current for the operation of the lighting, basic intersection lighting and roadway lighting. The City shall provide and maintain power at the locations designated.

(3) MAINTENANCE BY CONTRACT:

(A) The City may have the maintenance work required pursuant to this Agreement performed by either its own maintenance personnel or by contract with qualified individuals or companies approved by the Commission to provide a fully functional and dependable lighting system.

(B) The City shall respond to any emergency situation in which repair or maintenance of damage to the lighting is required immediately to correct

a dangerous condition or restore the safe, unobstructed flow of traffic on the improvement.

(4) MAINTENANCE BY CITY WITHIN COMMISSION RIGHT OF WAY:

In order to coordinate maintenance activities on the improvement, the City shall notify the Commission either by telephone, telefax, or in writing, prior to performing maintenance work within Commission right of way. Such notification shall be made to the District's Operational Support Engineer or a designated assistant, and shall include the location and nature of the work to be performed. Any maintenance activities done by the City which involves closing one or more of the through lanes of the improvement, affects the safety of the traveling public, or which will cause permanent changes to the configuration of the improvement, may require a permit from the Commission. The City will be informed of whether or not a permit is required at the time the City notifies Commission of the proposed maintenance activities. The City shall comply with any additional condition placed upon the issuance of the permit.

(5) AMENDMENTS: Any change in this Agreement, whether by modification or supplementation, must be accomplished by a formal contract amendment signed and approved by the duly authorized representative of the City and the Commission.

(6) UTILITY LOCATING RESPONSIBILITY: The City shall be responsible for any utility locate request information at RT HH from east of Hazel Street to west of Grand Avenue concerning the cable(s) for the lighting system, including the pullbox(es) and conduit(s).

(7) COMMISSION REPRESENTATIVE: The Commission's District Engineer is designated as the Commission's Representative for the purpose of administering the provisions of this Agreement. The Commission's Representative may designate by written notice to each of the City Representatives, additional persons having the authority to act on behalf of the Commission in the performance of this Agreement.

(8) CITY REPRESENTATIVE: The Carthage Water & Electric Plant General Manager is designated as the City's representative for the purpose of administering the provisions of this Agreement. The City Representatives may designate by written notice to the Commission's Representative additional persons having the authority to act on behalf of the City or a City Department in the performance of this Agreement.

(9) NOTICES: Any notice or other communication required or permitted to be given hereunder shall be in writing and shall be deemed given upon delivery by First Class, Priority or Express United States mail, postage prepaid, or upon actual receipt by courier, personal or facsimile delivery, addressed as follows:

(A) To the Commission:

Stacy Reese
Missouri Department of Transportation
3025 E. Kearney Street
Springfield, MO 65803

(B) To the City

Chuck Bryant
Carthage Water & Electric Plant
627 W. Centennial Avenue
Carthage, Missouri 64836

With a copy delivered to:
Kevin Emery
Carthage Water & Electric Plant
627 W. Centennial Avenue
Carthage, Missouri 64836
kemery@cwep.com

or to such other place as the parties may designate in accordance with this Agreement. To be valid, facsimile delivery shall be followed by delivery of the original document, or a clear and legible copy thereof, within three (3) business days of the date of facsimile transmission of that document.

(10) VENUE: It is agreed by the parties that any action at law, suit in equity, or other judicial proceeding to enforce or construe this Agreement, or regarding its alleged breach, shall be instituted only in the Circuit Court of Cole County, Missouri.

(11) LAW OF MISSOURI TO GOVERN: This Agreement shall be construed according to the laws of the state of Missouri. The City shall comply with all local, state and federal laws and regulations relating to the performance of this Agreement.

(12) INDEMNIFICATION:

(A) To the extent allowed or imposed by law, the City shall defend, indemnify and hold harmless the Commission, including its members and department employees, from any claim or liability whether based on a claim for damages to real or personal property or to a person for any matter relating to or arising out of the City's wrongful or negligent performance of its obligations under this Agreement.

(B) The City is required or will require any contractor procured by the City to work under this Agreement:

(1) To obtain a no cost permit from the Commission's district engineer prior to working on the Commission's right-of-way, which shall be signed by an authorized contractor representative (a permit from the Commission's district engineer will not be required for work outside of the Commission's right-of-way); and

(2) To carry commercial general liability insurance and commercial automobile liability insurance from a company authorized to issue insurance in Missouri, and to name the Commission, and the Missouri Department of Transportation and its employees, as additional named insureds in amounts sufficient to cover the sovereign immunity limits for Missouri public entities (\$500,000 per claimant and \$3,000,000 per occurrence) as calculated by the Missouri Department of Insurance, Financial Institutions and Professional Registration, and published annually in the Missouri Register pursuant to Section 537.610, RSMo.

(C) In no event shall the language of this Agreement constitute or be construed as a waiver or limitation for either party's rights or defenses with regard to each party's applicable sovereign, governmental, or official immunities and protections as provided by federal and state constitution or law.

(13) ASSIGNMENT: The City shall not assign, transfer or delegate any interest in this Agreement without the prior written consent of the Commission.

(14) CANCELLATION: The Commission may cancel this Agreement at any time for a material breach of contractual obligations or for convenience by providing the City with written notice of cancellation. Should the Commission exercise its right to cancel the contract for such reasons, cancellation will become effective upon the date specified in the notice of cancellation sent to the City.

(15) AUDIT OF RECORDS: The City must maintain all records relating to this Agreement, including but not limited to invoices, payrolls, etc. These records must be available at all reasonable times at no charge to the Commission and/or its designees or representatives during the period of this Agreement and any extension thereof, and for three (3) years from the date of final payment made under this Agreement.

(16) SECTION HEADINGS: All section headings contained in this Agreement are for the convenience of reference only and are not intended to define or limit the scope of any provision of this Agreement.

(17) SOLE BENEFICIARY: This Agreement is made for the sole benefit of the parties hereto and nothing in this Agreement shall be construed to give any

rights or benefits to anyone other than the Commission and the City.

(18) AUTHORITY TO EXECUTE: The signers of this Agreement warrant that they are acting officially and properly on behalf of their respective institutions and have been duly authorized, directed and empowered to execute this Agreement.

(19) COMMISSION RIGHT OF WAY: All improvements made within the state-owned right-of-way shall become the Commission's property.

(20) NO INTEREST: By contributing to the cost of the maintenance of this project or improvement, the City gains no interest in the constructed lighting improvements whatsoever. The Commission shall not be obligated to keep the constructed lighting in place if the Commission, in its sole discretion, determines removal or modification of the lighting is in the best interests of the state highway system. In the event the Commission decides to remove the lighting improvements, the City shall not be entitled to a refund of the funds contributed by the City pursuant to this Agreement.

(21) ENTIRE AGREEMENT: This Agreement represents the entire understanding between the parties regarding this subject and supersedes all prior written or oral communications between the parties regarding this subject.

IN WITNESS WHEREOF, the parties have entered into this Agreement on the date last written below.

Executed by City this _____ (date).

Executed by Commission this _____ (date).

MISSOURI HIGHWAYS AND
TRANSPORTATION COMMISSION

City of Carthage

By _____

Title _____

Title _____

ATTEST:

ATTEST:

By _____
Secretary to the Commission

By _____

Title _____

Ordinance No. _____

Commented [GH1]: A copy of the ordinance or resolution which authorizes execution of this Agreement is needed.

APPROVED AS TO FORM:

By _____
Commission Counsel

RESOLUTION NO. 2025

A RESOLUTION AUTHORIZING A SUPPLEMENTAL BUDGET ADJUSTMENT TO THE GOLF FUND AND USE TAX FUND FOR FISCAL YEAR 2023-2024.

WHEREAS, the City adopted a budget and appropriated funds for fiscal year 2023-2024; and

WHEREAS, unanticipated expenditures are expected to exceed the original adopted budget in the Golf Fund and the Use Tax Fund and budgetary changes are necessary within this fund to provide increased appropriation levels; and

WHEREAS, the City may increase the current year adopted budget through supplemental appropriations; and

WHEREAS, the Public Services Committee met and discussed additional appropriations at their December 19, 2023 meeting; and

WHEREAS, the Public Works Committee met and discussed additional appropriations at their February 6, 2024 meeting.

NOW, THEREFORE, BE IT RESOLVED BY THE COUNCIL OF THE CITY OF CARTHAGE, JASPER COUNTY, MISSOURI, THE MAYOR CONCURRING HEREIN, AS FOLLOWS:

That the City hereby approves the implementation of a line item adjustment to the Retail Inventory line item for \$50,000 to purchase additional golf merchandise for the Golf Pro Shop in the Golf Fund.

That the City hereby approves the implementation of a line item adjustment to the Streets Capital Outlay line item for \$245,000 (\$45,000 for a new truck and \$200,000 for the West Chestnut Culvert Replacement) in the Use Tax Fund.

PASSED AND APPROVED THIS ____ DAY OF _____, 2024.

Dan Rife, Mayor

ATTEST:

Miranda Deal City Clerk

Sponsored by: Budget Committee

CARTHAGE HUMANE SOCIETY, INC.

FINANCIAL STATEMENTS

OCTOBER 31, 2023





ACCOUNTANT'S DISCLAIMER REPORT

To Management
Carthage Humane Society, Inc.
13860 Dog Kennel Ln
Carthage, MO 64836

The accompanying financial statements of Carthage Humane Society, Inc. as of and for the month ended October 31, 2023 omit substantially all disclosures. The financial statements were not subjected to an audit, review, or compilation engagement by us and we do not express an opinion, a conclusion, nor provide any assurance on them.

Schmidt Associates, LLC

November 14, 2023



America Counts on CPAs

Carthage Humane Society, Inc.
Balance Sheet - Tax basis
October 31, 2023

Assets

Current Assets

SMB	\$ 64,260.05
SMB - Payroll	(488.85)
Petty cash	<u>100.00</u>
Total Current Assets	<u><u>63,871.20</u></u>

Property and Equipment

Land	14,586.95
Building	567,170.82
Improvements	163,763.26
Office furniture and equipment	10,965.26
Machinery and equipment	188,773.74
Less accumulated depreciation	<u>(475,209.09)</u>
Net Property and Equipment	<u><u>470,050.94</u></u>

Total Assets	<u><u>\$ 533,922.14</u></u>
---------------------	-----------------------------

Liabilities and Net Assets

Net Assets

Unrestricted net sssets	\$ 527,399.21
Change in net assets	<u>6,522.93</u>
Total Net Assets	<u><u>533,922.14</u></u>
Total Liabilities and Net Assets	<u><u>\$ 533,922.14</u></u>

Substantially all disclosures ordinarily included in Tax basis financial statements are omitted, and no assurance is provided on these financial statements.

Carthage Humane Society, Inc.
Statements of Revenues, Expenses and Other Changes in Net Assets - Tax basis
For the one month and ten months ended October 31, 2023

	2023 Month	% of Income	2023 Year to date	% of Income
Sales				
City of Carthage contract	\$ 7,500.00	24.13 %	\$ 60,500.00	16.65 %
Jasper County contracts	0.00	0.00	2,000.00	0.55
Adoption fees	4,207.91	13.54	49,808.26	13.70
Return to owner fee	300.00	0.97	5,547.32	1.53
Surrender fees	30.00	0.10	8,825.00	2.43
Product sales	0.00	0.00	179.00	0.05
Cemetery plot	0.00	0.00	400.00	0.11
Donations	6,173.45	19.86	72,637.55	19.99
Noncash Donations	351.51	1.13	4,491.10	1.24
Fundraising	7,009.89	22.55	9,510.00	2.62
Memorials and bequests	660.00	2.12	660.00	0.18
Grants	110.00	0.35	10,006.53	2.75
PetSmart Charities	420.00	1.35	1,420.00	0.39
Carthage Community Foundation	0.00	0.00	3,000.00	0.83
Trust fund receipts	1,100.00	3.54	1,142.51	0.31
Steadley Memorial Trust	3,000.00	9.65	24,000.00	6.60
Frances H Havens Trust	0.00	0.00	1,805.31	0.50
Jesse L Bridges Trust	0.00	0.00	7,930.80	2.18
Katheryn Hyde Trust	0.00	0.00	13,628.08	3.75
Trust fund receipts-other	0.00	0.00	71,521.80	19.68
Helen Boylan Foundation	0.00	0.00	7,000.00	1.93
Patricia McKay Trust	0.00	0.00	0.00	0.00
Miscellaneous income	225.00	0.72	7,433.48	2.05
	<u>31,087.76</u>	<u>100.00</u>	<u>363,446.74</u>	<u>100.00</u>
Gross Profit	<u>31,087.76</u>	<u>100.00</u>	<u>363,446.74</u>	<u>100.00</u>
Operating Expenses				
Salaries and wages	29,256.85	94.11	220,328.22	60.62
Insurance- health	375.00	1.21	375.00	0.10
Insurance - workers compensation	0.00	0.00	0.00	0.00
Payroll taxes	2,736.91	8.80	20,116.07	5.53
Total payroll expenses	<u>32,368.76</u>	<u>104.12</u>	<u>240,819.29</u>	<u>66.26</u>
Advertising	0.00	0.00	(220.00)	(0.06)
Bank charges	32.00	0.10	89.00	0.02
Cat litter	39.64	0.13	39.64	0.01
Charitable contributions	0.00	0.00	30.00	0.01
Credit card fees	62.85	0.20	875.48	0.24

Substantially all disclosures ordinarily included in Tax basis financial statements are omitted, and no assurance is provided on these financial statements.

Carthage Humane Society, Inc.
Statements of Revenues, Expenses and Other Changes in Net Assets - Tax basis
For the one month and ten months ended October 31, 2023

	2023 Month	% of Income	2023 Year to date	% of Income
Dog and cat food	278.97	0.90	4,699.42	1.29
Dues and subscriptions	0.00	0.00	99.00	0.03
Fundraising expense	357.15	1.15	921.69	0.25
Insurance	2,044.40	6.58	3,609.40	0.99
Legal and professional	300.00	0.97	3,608.00	0.99
Medication	2,963.57	9.53	28,356.97	7.80
Medical- Veterinarian	1,307.69	4.21	13,138.80	3.62
Medical - Employees	0.00	0.00	0.00	0.00
Miscellaneous	0.00	0.00	25.00	0.01
Printing & Stationary	164.57	0.53	1,147.57	0.32
Repairs and maintenance	557.00	1.79	8,750.51	2.41
Supplies- office	244.41	0.79	4,094.76	1.13
Supplies- Cleaning	334.86	1.08	2,069.20	0.57
Supplies- Animal Supplies	1,000.23	3.22	3,661.82	1.01
Taxes and licenses	0.00	0.00	1,284.49	0.35
Trash svc	141.42	0.45	1,362.73	0.37
Travel	336.67	1.08	759.78	0.21
Utilities	1,842.39	5.93	17,893.32	4.92
Veterinary	0.00	0.00	0.00	0.00
Depreciation	2,796.07	8.99	19,850.75	5.46
	<u>14,803.89</u>	<u>8.99</u>	<u>116,147.33</u>	<u>5.46</u>
Total operating expenses	<u>47,172.65</u>	<u>151.74</u>	<u>356,966.62</u>	<u>98.22</u>
Net income (loss) from operations	<u>(16,084.89)</u>	<u>8.99</u>	<u>6,480.12</u>	<u>5.46</u>
Other Income / (Expenses)				
Interest income	2.98	0.01	42.81	0.01
Undistributed	<u>0.00</u>	<u>0.00</u>	<u>0.00</u>	<u>0.00</u>
	<u>2.98</u>	<u>0.01</u>	<u>42.81</u>	<u>0.01</u>
Net Income / (Loss)	<u>\$ (16,081.91)</u>	<u>(51.73)</u>	<u>\$ 6,522.93</u>	<u>1.79</u>

Substantially all disclosures ordinarily included in Tax basis financial statements are omitted, and no assurance is provided on these financial statements.

Supplementary Information

Carthage Humane Society, Inc.
Statements of Income and Net Assets - Tax basis
For the one month and ten months ended October 31, 2023

	<u>2023</u> <u>Month Actual</u>	<u>Monthly</u> <u>Budget</u>	<u>Monthly</u> <u>Variance</u>	<u>2023</u> <u>Year to date</u>	<u>Year to date</u> <u>Budget</u>	<u>Year to date</u> <u>Variance</u>	<u>Actual as a % of</u> <u>Budget</u>
Revenue							
City of Carthage contract	\$ 7,500.00	\$ 3,000.00	\$ 4,500.00	\$ 60,500.00	\$ 30,000.00	\$ 30,500.00	201.67 %
Jasper County contracts	0.00	666.67	(666.67)	2,000.00	6,666.66	(4,666.66)	30.00
Adoption fees	4,207.91	6,250.00	(2,042.09)	49,808.26	62,500.00	(12,691.74)	79.69
Return to owner fee	300.00	291.67	8.33	5,547.32	2,916.66	2,630.66	190.19
Surrender fees	30.00	1,000.00	(970.00)	8,825.00	10,000.00	(1,175.00)	88.25
Product sales	0.00	0.00	0.00	179.00	0.00	179.00	0.00
Cemetery plot	0.00	0.00	0.00	400.00	0.00	400.00	0.00
Donations	6,173.45	5,224.84	948.61	72,637.55	52,248.32	20,389.23	139.02
Noncash Donations	351.51	1,666.67	(1,315.16)	4,491.10	16,666.66	(12,175.56)	26.95
Fundraising	7,009.89	0.00	7,009.89	9,510.00	0.00	9,510.00	0.00
Memorials and bequests	660.00	0.00	660.00	660.00	0.00	660.00	0.00
Grants	110.00	2,500.00	(2,390.00)	10,006.53	25,000.00	(14,993.47)	40.03
PetSmart Charities	420.00	625.00	(205.00)	1,420.00	6,250.00	(4,830.00)	22.72
Carthage Community Foundation	0.00	0.00	0.00	3,000.00	0.00	3,000.00	0.00
Trust fund receipts	1,100.00	0.00	1,100.00	1,142.51	0.00	1,142.51	0.00
Steadley Memorial Trust	3,000.00	3,000.00	0.00	24,000.00	30,000.00	(6,000.00)	80.00
Frances H Havens Trust	0.00	1,066.67	(1,066.67)	1,805.31	10,666.66	(8,861.35)	16.92
Jesse L Bridges Trust	0.00	631.67	(631.67)	7,930.80	6,316.66	1,614.14	125.55
Katheryn Hyde Trust	0.00	833.34	(833.34)	13,628.08	8,333.32	5,294.76	163.54
Trust fund receipts-other	0.00	166.67	(166.67)	71,521.80	1,666.66	69,855.14	4291.33
McDowell Trust	0.00	233.34	(233.34)	0.00	2,333.32	(2,333.32)	0.00
Helen Boylan Foundation	0.00	0.00	0.00	7,000.00	0.00	7,000.00	0.00
Miscellaneous income	225.00	0.00	225.00	7,433.48	0.00	7,433.48	0.00
Total revenue	<u>31,087.76</u>	<u>27,156.54</u>	<u>3,931.22</u>	<u>363,446.74</u>	<u>271,564.92</u>	<u>91,881.82</u>	<u>133.83</u>
Operating Expenses							
Salaries and wages	29,256.85	13,500.00	15,756.85	220,328.22	135,000.00	85,328.22	163.21
Insurance- health	375.00	0.00	375.00	375.00	0.00	375.00	0.00
Insurance - workers compensation	0.00	250.00	(250.00)	0.00	2,500.00	(2,500.00)	0.00
Payroll taxes	<u>2,736.91</u>	<u>1,250.00</u>	<u>1,486.91</u>	<u>20,116.07</u>	<u>12,500.00</u>	<u>7,616.07</u>	<u>160.93</u>
Total payroll expenses	<u>32,368.76</u>	<u>15,000.00</u>	<u>17,368.76</u>	<u>240,819.29</u>	<u>150,000.00</u>	<u>90,819.29</u>	<u>160.55</u>
Advertising	0.00	62.50	(62.50)	(220.00)	625.00	(845.00)	(35.20)
Auto expense	0.00	50.00	(50.00)	0.00	500.00	(500.00)	0.00
Bank charges	32.00	166.66	(134.66)	89.00	1,666.68	(1,577.68)	5.34

Substantially all disclosures ordinarily included in Tax basis financial statements are omitted, and no assurance is provided on these financial statements.

Carthage Humane Society, Inc.
Statements of Income and Net Assets - Tax basis
For the one month and ten months ended October 31, 2023

	2023	Monthly	Monthly	2023	Year to date	Year to date	Actual as a % of
	Month Actual	Budget	Variance	Year to date	Budget	Variance	Budget
Cat litter	39.64	41.66	(2.02)	39.64	416.68	(377.04)	9.51
Charitable contributions	0.00	0.00	0.00	30.00	0.00	30.00	0.00
Credit card fees	62.85	0.00	62.85	875.48	0.00	875.48	0.00
Dog and cat food	278.97	1,266.66	(987.69)	4,699.42	12,666.68	(7,967.26)	37.10
Dues and subscriptions	0.00	12.50	(12.50)	99.00	125.00	(26.00)	79.20
Fundraising expense	357.15	125.00	232.15	921.69	1,250.00	(328.31)	73.74
Insurance	2,044.40	625.00	1,419.40	3,609.40	6,250.00	(2,640.60)	57.75
Legal and professional	300.00	1,000.00	(700.00)	3,608.00	10,000.00	(6,392.00)	36.08
Medication	2,963.57	0.00	2,963.57	28,356.97	0.00	28,356.97	0.00
Meals and entertainment	0.00	29.16	(29.16)	0.00	291.68	(291.68)	0.00
Medical- Veterinarian	1,307.69	4,000.00	(2,692.31)	13,138.80	40,000.00	(26,861.20)	32.85
Medical - Employees	0.00	208.33	(208.33)	0.00	2,083.34	(2,083.34)	0.00
Miscellaneous	0.00	0.00	0.00	25.00	0.00	25.00	0.00
Postage & Shipping	0.00	20.83	(20.83)	0.00	208.34	(208.34)	0.00
Printing & Stationary	164.57	62.50	102.07	1,147.57	625.00	522.57	183.61
Repairs and maintenance	557.00	666.66	(109.66)	8,750.51	6,666.68	2,083.83	131.26
Supplies- office	244.41	291.66	(47.25)	4,094.76	2,916.68	1,178.08	140.39
Supplies- Cleaning	334.86	1,000.00	(665.14)	2,069.20	10,000.00	(7,930.80)	20.69
Supplies- Animal Supplies	1,000.23	16.66	983.57	3,661.82	166.68	3,495.14	2196.92
Taxes and licenses	0.00	108.33	(108.33)	1,284.49	1,083.34	201.15	118.57
Trash svc	141.42	145.83	(4.41)	1,362.73	1,458.34	(95.61)	93.44
Travel	336.67	0.00	336.67	759.78	0.00	759.78	0.00
Utilities	1,842.39	1,541.66	300.73	17,893.32	15,416.68	2,476.64	116.06
Depreciation	2,796.07	0.00	2,796.07	19,850.75	0.00	19,850.75	0.00
	<u>14,803.89</u>	<u>11,441.60</u>	<u>3,362.29</u>	<u>116,147.33</u>	<u>114,416.80</u>	<u>1,730.53</u>	<u>101.51</u>
Total operating expenses	<u>47,172.65</u>	<u>26,441.60</u>	<u>20,731.05</u>	<u>356,966.62</u>	<u>264,416.80</u>	<u>92,549.82</u>	<u>135.00</u>
Total expenses	<u>47,172.65</u>	<u>26,441.60</u>	<u>20,731.05</u>	<u>356,966.62</u>	<u>264,416.80</u>	<u>92,549.82</u>	<u>135.00</u>
Other Income / (Expenses)							
Interest income	2.98	0.00	(2.98)	42.81	0.00	(42.81)	0.00
	<u>2.98</u>	<u>0.00</u>	<u>2.98</u>	<u>42.81</u>	<u>0.00</u>	<u>42.81</u>	<u>0.00</u>
Change in net assets	<u>\$ (16,081.91)</u>	<u>\$ 714.94</u>	<u>\$ (16,796.85)</u>	<u>\$ 6,522.93</u>	<u>\$ 7,148.12</u>	<u>\$ (625.19)</u>	<u>91.25 %</u>

Substantially all disclosures ordinarily included in Tax basis financial statements are omitted, and no assurance is provided on these financial statements.

CARTHAGE HUMANE SOCIETY, INC.

13860 Dog Kennel Ln

Carthage, MO 64836

Carthage Humane Society, Inc.

Adjusting Journal Entries

November 1, 2023 - November 30, 2023

Date	Reference	Account	Description	WP Ref	Debit	Credit	Net Income Effect
Adjusting Journal Entries							
11/03/23	90.05		adjust to payroll tax liabilities				0.00
		9999	Undistributed			404.43	
		6090	Payroll taxes		404.43		
11/17/23	90.06		adjust to payroll tax liabilities				0.00
		9999	Undistributed			408.32	
		6090	Payroll taxes		408.32		
11/30/23	90.01		Adjust for depreciation	V-1			(30,044.02)
		1799	Accumulated depreciation			30,044.02	
		7900	Depreciation		30,044.02		
11/30/23	90.03		Adjust for Mileage				0.00
		9999	Undistributed			76.64	
		7240	Travel		76.64		
11/30/23	90.04		Adjust to payroll tax liabilities				0.00
		9999	Undistributed		364.50		
		6090	Payroll taxes			364.50	
11/30/23	NC		To record non cash donations	11			0.00
		4150	Noncash Donations			1,396.99	
		6310	Cat litter				
		6380	Dog and cat food		1,396.99		
		7110	Supplies- Cleaning				
		7130	Supplies- Animal Supplies				
Totals for Adjusting Journal Entries					<u>32,694.90</u>	<u>32,694.90</u>	<u>(30,044.02)</u>
Report Totals					<u>32,694.90</u>	<u>32,694.90</u>	<u>(30,044.02)</u>

Journal Entry count = 6

CARTHAGE HUMANE SOCIETY, INC.

FINANCIAL STATEMENTS

DECEMBER 31, 2023





ACCOUNTANT'S DISCLAIMER REPORT

To Management
Carthage Humane Society, Inc.
13860 Dog Kennel Ln
Carthage, MO 64836

The accompanying financial statements of Carthage Humane Society, Inc. as of and for the month ended December 31, 2023 omit substantially all disclosures. The financial statements were not subjected to an audit, review, or compilation engagement by us and we do not express an opinion, a conclusion, nor provide any assurance on them.

Schmidt Associates, LLC

January 04, 2024



America Counts on CPAs

Carthage Humane Society, Inc.
Balance Sheet - Tax basis
December 31, 2023

Assets

Current Assets

SMB	\$ 43,539.98
SMB - Payroll	(637.05)
Petty cash	<u>100.00</u>
Total Current Assets	<u>43,002.93</u>

Property and Equipment

Land	14,586.95
Building	567,170.82
Improvements	163,763.26
Office furniture and equipment	10,965.26
Machinery and equipment	208,579.22
Less accumulated depreciation	<u>(517,243.93)</u>
Net Property and Equipment	<u>447,821.58</u>

Total Assets	<u><u>\$ 490,824.51</u></u>
---------------------	-----------------------------

Liabilities and Net Assets

Net Assets

Unrestricted net sssets	\$ 527,399.21
Change in net assets	<u>(36,574.70)</u>
Total Net Assets	<u>490,824.51</u>
Total Liabilities and Net Assets	<u><u>\$ 490,824.51</u></u>

Substantially all disclosures ordinarily included in Tax basis financial statements are omitted, and no assurance is provided on these financial statements.

Carthage Humane Society, Inc.
Statements of Revenues, Expenses and Other Changes in Net Assets - Tax basis
For the one month and twelve months ended December 31, 2023

	2023 Month	% of Income	2023 Year to date	% of Income
Sales				
City of Carthage contract	\$ 3,750.00	4.80 %	\$ 64,250.00	13.46 %
Jasper County contracts	0.00	0.00	8,000.00	1.68
Adoption fees	2,334.81	2.99	54,025.42	11.32
Return to owner fee	90.00	0.12	5,762.32	1.21
Surrender fees	40.00	0.05	8,915.00	1.87
Product sales	0.00	0.00	179.00	0.04
Cemetery plot	0.00	0.00	400.00	0.08
Donations	8,877.28	11.36	83,555.24	17.51
Noncash Donations	3,405.96	4.36	9,294.05	1.95
Fundraising	240.00	0.31	9,750.00	2.04
Memorials and bequests	415.00	0.53	1,125.00	0.24
Grants	0.00	0.00	10,006.53	2.10
PetSmart Charities	150.00	0.19	2,164.00	0.45
Carthage Community Foundation	0.00	0.00	3,000.00	0.63
Trust fund receipts	2,475.00	3.17	23,602.99	4.95
Steadley Memorial Trust	3,000.00	3.84	30,000.00	6.29
Frances H Havens Trust	0.00	0.00	1,805.31	0.38
Jesse L Bridges Trust	0.00	0.00	7,930.80	1.66
Katheryn Hyde Trust	3,170.97	4.06	16,799.05	3.52
Trust fund receipts-other	50,150.00	64.17	121,671.80	25.50
Helen Boylan Foundation	0.00	0.00	7,000.00	1.47
Patricia McKay Trust	0.00	0.00	0.00	0.00
Miscellaneous income	50.00	0.06	7,998.48	1.68
	<u>78,149.02</u>	<u>100.00</u>	<u>477,234.99</u>	<u>100.00</u>
Gross Profit	<u>78,149.02</u>	<u>100.00</u>	<u>477,234.99</u>	<u>100.00</u>
Operating Expenses				
Salaries and wages	49,791.70	63.71	300,666.76	63.00
Insurance- health	0.00	0.00	375.00	0.08
Insurance - workers compensation	0.00	0.00	355.00	0.07
Payroll taxes	4,502.91	5.76	27,629.95	5.79
Total payroll expenses	<u>54,294.61</u>	<u>69.48</u>	<u>329,026.71</u>	<u>68.94</u>
Advertising	0.00	0.00	(220.00)	(0.05)
Bank charges	12.00	0.02	113.00	0.02
Cat litter	62.24	0.08	101.88	0.02
Charitable contributions	0.00	0.00	30.00	0.01
Credit card fees	48.72	0.06	982.01	0.21

Substantially all disclosures ordinarily included in Tax basis financial statements are omitted, and no assurance is provided on these financial statements.

Carthage Humane Society, Inc.
Statements of Revenues, Expenses and Other Changes in Net Assets - Tax basis
For the one month and twelve months ended December 31, 2023

	2023 Month	% of Income	2023 Year to date	% of Income
Dog and cat food	3,310.36	4.24	9,406.77	1.97
Dues and subscriptions	0.00	0.00	99.00	0.02
Fundraising expense	0.00	0.00	921.69	0.19
Insurance	2,693.00	3.45	6,302.40	1.32
Legal and professional	0.00	0.00	5,492.95	1.15
Medication	4,161.09	5.32	37,806.17	7.92
Meals and entertainment	0.00	0.00	0.00	0.00
Medical- Veterinarian	1,023.03	1.31	14,592.32	3.06
Medical- clinic	0.00	0.00	130.00	0.03
Medical - Employees	0.00	0.00	0.00	0.00
Miscellaneous	0.00	0.00	25.00	0.01
Postage & Shipping	66.00	0.08	66.00	0.01
Printing & Stationary	0.00	0.00	1,147.57	0.24
Repairs and maintenance	0.00	0.00	8,750.51	1.83
Supplies- office	178.08	0.23	4,534.57	0.95
Supplies- Cleaning	148.82	0.19	2,652.24	0.56
Supplies- Vet supplies	0.00	0.00	11.48	0.00
Supplies- Animal Supplies	105.78	0.14	4,671.05	0.98
Taxes and licenses	0.00	0.00	1,284.49	0.27
Trash svc	141.50	0.18	1,646.33	0.34
Travel	127.08	0.16	1,025.73	0.21
Utilities	1,246.22	1.59	21,500.92	4.51
Veterinary	0.00	0.00	0.00	0.00
Depreciation	11,990.82	15.34	61,885.59	12.97
	<u>25,314.74</u>	<u>15.34</u>	<u>184,959.67</u>	<u>12.97</u>
Total operating expenses	<u>79,609.35</u>	<u>101.87</u>	<u>513,986.38</u>	<u>107.70</u>
Net income (loss) from operations	<u>(1,460.33)</u>	<u>15.34</u>	<u>(36,751.39)</u>	<u>12.97</u>
Other Income / (Expenses)				
Interest income	1.31	0.00	46.23	0.01
Other income	130.46	0.17	130.46	0.03
Undistributed	0.00	0.00	0.00	0.00
	<u>131.77</u>	<u>0.17</u>	<u>176.69</u>	<u>0.04</u>
Net Income / (Loss)	<u><u>\$ (1,328.56)</u></u>	<u><u>(1.70)</u></u>	<u><u>\$ (36,574.70)</u></u>	<u><u>(7.66)</u></u>

Substantially all disclosures ordinarily included in Tax basis financial statements are omitted, and no assurance is provided on these financial statements.

Supplementary Information

Carthage Humane Society, Inc.
Statements of Income and Net Assets - Tax basis
For the one month and twelve months ended December 31, 2023

	<u>2023</u> <u>Month Actual</u>	<u>Monthly</u> <u>Budget</u>	<u>Monthly</u> <u>Variance</u>	<u>2023</u> <u>Year to date</u>	<u>Year to date</u> <u>Budget</u>	<u>Year to date</u> <u>Variance</u>	<u>Actual as a % of</u> <u>Budget</u>
Revenue							
City of Carthage contract	\$ 3,750.00	\$ 3,000.00	\$ 750.00	\$ 64,250.00	\$ 36,000.00	\$ 28,250.00	178.47 %
Jasper County contracts	0.00	666.67	(666.67)	8,000.00	8,000.00	0.00	100.00
Adoption fees	2,334.81	6,250.00	(3,915.19)	54,025.42	75,000.00	(20,974.58)	72.03
Return to owner fee	90.00	291.67	(201.67)	5,762.32	3,500.00	2,262.32	164.64
Surrender fees	40.00	1,000.00	(960.00)	8,915.00	12,000.00	(3,085.00)	74.29
Product sales	0.00	0.00	0.00	179.00	0.00	179.00	0.00
Cemetery plot	0.00	0.00	0.00	400.00	0.00	400.00	0.00
Donations	8,877.28	5,224.84	3,652.44	83,555.24	62,698.00	20,857.24	133.27
Noncash Donations	3,405.96	1,666.67	1,739.29	9,294.05	20,000.00	(10,705.95)	46.47
Fundraising	240.00	0.00	240.00	9,750.00	0.00	9,750.00	0.00
Memorials and bequests	415.00	0.00	415.00	1,125.00	0.00	1,125.00	0.00
Grants	0.00	2,500.00	(2,500.00)	10,006.53	30,000.00	(19,993.47)	33.36
PetSmart Charities	150.00	625.00	(475.00)	2,164.00	7,500.00	(5,336.00)	28.85
Carthage Community Foundation	0.00	0.00	0.00	3,000.00	0.00	3,000.00	0.00
Trust fund receipts	2,475.00	0.00	2,475.00	23,602.99	0.00	23,602.99	0.00
Steadley Memorial Trust	3,000.00	3,000.00	0.00	30,000.00	36,000.00	(6,000.00)	83.33
Frances H Havens Trust	0.00	1,066.67	(1,066.67)	1,805.31	12,800.00	(10,994.69)	14.10
Jesse L Bridges Trust	0.00	631.67	(631.67)	7,930.80	7,580.00	350.80	104.63
Katheryn Hyde Trust	3,170.97	833.34	2,337.63	16,799.05	10,000.00	6,799.05	167.99
Trust fund receipts-other	50,150.00	166.67	49,983.33	121,671.80	2,000.00	119,671.80	6083.59
McDowell Trust	0.00	233.34	(233.34)	0.00	2,800.00	(2,800.00)	0.00
Helen Boylan Foundation	0.00	0.00	0.00	7,000.00	0.00	7,000.00	0.00
Miscellaneous income	50.00	0.00	50.00	7,998.48	0.00	7,998.48	0.00
Total revenue	<u>78,149.02</u>	<u>27,156.54</u>	<u>50,992.48</u>	<u>477,234.99</u>	<u>325,878.00</u>	<u>151,356.99</u>	<u>146.45</u>
Operating Expenses							
Salaries and wages	49,791.70	13,500.00	36,291.70	300,666.76	162,000.00	138,666.76	185.60
Insurance- health	0.00	0.00	0.00	375.00	0.00	375.00	0.00
Insurance - workers compensation	0.00	250.00	(250.00)	355.00	3,000.00	(2,645.00)	11.83
Payroll taxes	<u>4,502.91</u>	<u>1,250.00</u>	<u>3,252.91</u>	<u>27,629.95</u>	<u>15,000.00</u>	<u>12,629.95</u>	<u>184.20</u>
Total payroll expenses	<u>54,294.61</u>	<u>15,000.00</u>	<u>39,294.61</u>	<u>329,026.71</u>	<u>180,000.00</u>	<u>149,026.71</u>	<u>182.79</u>
Advertising	0.00	62.50	(62.50)	(220.00)	750.00	(970.00)	(29.33)
Auto expense	0.00	50.00	(50.00)	0.00	600.00	(600.00)	0.00
Bank charges	12.00	166.66	(154.66)	113.00	2,000.00	(1,887.00)	5.65

Substantially all disclosures ordinarily included in Tax basis financial statements are omitted, and no assurance is provided on these financial statements.

Carthage Humane Society, Inc.
Statements of Income and Net Assets - Tax basis
For the one month and twelve months ended December 31, 2023

	2023	Monthly	Monthly	2023	Year to date	Year to date	Actual as a % of
	Month Actual	Budget	Variance	Year to date	Budget	Variance	Budget
Cat litter	62.24	41.66	20.58	101.88	500.00	(398.12)	20.38
Charitable contributions	0.00	0.00	0.00	30.00	0.00	30.00	0.00
Credit card fees	48.72	0.00	48.72	982.01	0.00	982.01	0.00
Dog and cat food	3,310.36	1,266.66	2,043.70	9,406.77	15,200.00	(5,793.23)	61.89
Dues and subscriptions	0.00	12.50	(12.50)	99.00	150.00	(51.00)	66.00
Fundraising expense	0.00	125.00	(125.00)	921.69	1,500.00	(578.31)	61.45
Insurance	2,693.00	625.00	2,068.00	6,302.40	7,500.00	(1,197.60)	84.03
Legal and professional	0.00	1,000.00	(1,000.00)	5,492.95	12,000.00	(6,507.05)	45.77
Medication	4,161.09	0.00	4,161.09	37,806.17	0.00	37,806.17	0.00
Meals and entertainment	0.00	29.16	(29.16)	0.00	350.00	(350.00)	0.00
Medical- Veterinarian	1,023.03	4,000.00	(2,976.97)	14,592.32	48,000.00	(33,407.68)	30.40
Medical- clinic	0.00	0.00	0.00	130.00	0.00	130.00	0.00
Medical - Employees	0.00	208.33	(208.33)	0.00	2,500.00	(2,500.00)	0.00
Miscellaneous	0.00	0.00	0.00	25.00	0.00	25.00	0.00
Postage & Shipping	66.00	20.83	45.17	66.00	250.00	(184.00)	26.40
Printing & Stationary	0.00	62.50	(62.50)	1,147.57	750.00	397.57	153.01
Repairs and maintenance	0.00	666.66	(666.66)	8,750.51	8,000.00	750.51	109.38
Supplies- office	178.08	291.66	(113.58)	4,534.57	3,500.00	1,034.57	129.56
Supplies- Cleaning	148.82	1,000.00	(851.18)	2,652.24	12,000.00	(9,347.76)	22.10
Supplies- Vet supplies	0.00	0.00	0.00	11.48	0.00	11.48	0.00
Supplies- Animal Supplies	105.78	16.66	89.12	4,671.05	200.00	4,471.05	2335.53
Taxes and licenses	0.00	108.33	(108.33)	1,284.49	1,300.00	(15.51)	98.81
Trash svc	141.50	145.83	(4.33)	1,646.33	1,750.00	(103.67)	94.08
Travel	127.08	0.00	127.08	1,025.73	0.00	1,025.73	0.00
Utilities	1,246.22	1,541.66	(295.44)	21,500.92	18,500.00	3,000.92	116.22
Depreciation	11,990.82	0.00	11,990.82	61,885.59	0.00	61,885.59	0.00
	<u>25,314.74</u>	<u>11,441.60</u>	<u>13,873.14</u>	<u>184,959.67</u>	<u>137,300.00</u>	<u>47,659.67</u>	<u>134.71</u>
Total operating expenses	<u>79,609.35</u>	<u>26,441.60</u>	<u>53,167.75</u>	<u>513,986.38</u>	<u>317,300.00</u>	<u>196,686.38</u>	<u>161.99</u>
Total expenses	<u>79,609.35</u>	<u>26,441.60</u>	<u>53,167.75</u>	<u>513,986.38</u>	<u>317,300.00</u>	<u>196,686.38</u>	<u>161.99</u>
Other Income / (Expenses)							
Interest income	1.31	0.00	(1.31)	46.23	0.00	(46.23)	0.00
Other income	130.46	0.00	(130.46)	130.46	0.00	(130.46)	0.00
	<u>131.77</u>	<u>0.00</u>	<u>131.77</u>	<u>176.69</u>	<u>0.00</u>	<u>176.69</u>	<u>0.00</u>

Substantially all disclosures ordinarily included in Tax basis financial statements are omitted, and no assurance is provided on these financial statements.

Carthage Humane Society, Inc.
Statements of Income and Net Assets - Tax basis
For the one month and twelve months ended December 31, 2023

	2023	Monthly	Monthly	2023	Year to date	Year to date	Actual as a % of
	<u>Month Actual</u>	<u>Budget</u>	<u>Variance</u>	<u>Year to date</u>	<u>Budget</u>	<u>Variance</u>	<u>Budget</u>
Change in net assets	\$ <u>(1,328.56)</u>	\$ <u>714.94</u>	\$ <u>(2,043.50)</u>	\$ <u>(36,574.70)</u>	\$ <u>8,578.00</u>	\$ <u>(45,152.70)</u>	<u>(426.38)%</u>

Substantially all disclosures ordinarily included in Tax basis financial statements are omitted, and no assurance is provided on these financial statements.