



**CITY OF ASHLAND
109 EAST BROADWAY
ASHLAND, MISSOURI 65010
BOARD OF ALDERMEN SPECIAL MEETING AGENDA
MAY 24, 2016 AT NOON**

Call special meeting to order

Roll Call

COUNCIL BILLS

1. Council Bill No. 2016-026, an ordinance authorizing the issuance of \$1,351,800 principal amount of combined waterworks and sewerage system revenue bonds, Series 2016 of the City of Ashland, Missouri; authorizing certain action and documents and prescribing other matters relating thereto. First reading by title only. **Action:** _____
2. Council Bill No. 2016-027, an ordinance authorizing the Mayor to enter into an agreement with Rhad Baker Construction, LL for the Ash Street Sidewalk and Water Improvement Project; providing for compliance with the prevailing wage law and state-mandated construction safety training. First Reading by title only. **Action:** _____
3. Council Bill No. 2016-028, an ordinance authorizing the Mayor to enter into an agreement with Capital (previously APAC) for compliance with the prevailing wage law and state mandated construction safety training. First Reading by title only. **Action:** _____
4. Council Bill No. 2016-029, an ordinance amending the 2017 Budget to include a line item for the 1.3 Million Dollar revenue bond. First Reading by title only. **Action:** _____

ORDINANCES

5. Ordinance No. 1071, an ordinance authorizing the issuance of \$1,351,800 principal amount of combined waterworks and sewerage system revenue bonds, Series 2016 of the City of Ashland, Missouri; authorizing certain action and documents and prescribing other matters relating thereto. **Action:** _____
6. Ordinance No. 1072, an ordinance authorizing the Mayor to enter into an agreement with Rhad Baker Construction, LL for the Ash Street Sidewalk and Water Improvement Project; providing for compliance with the prevailing wage law and state-mandated construction safety training. **Action:** _____

7. Ordinance No. 1073, an ordinance authorizing the Mayor to enter into an agreement with Capital (previously APAC) for compliance with the prevailing wage law and state mandated construction safety training. **Action:** _____
8. Ordinance No. 1074, an ordinance amending the 2017 Budget to include a line item for the 1.3 Million Dollar revenue bond. **Action:** _____

Vote to adjourn the meeting

The City of Ashland wants to make certain our meeting is accessible to all citizens. If you require any accommodations (signing, interpreter, translator, etc.) that we do not normally have at our meetings, please let Darla Sapp, City Clerk know of your needs. (If possible 48 hours in advance of the meeting)

Posted: 5-20-2016

City Hall and website: www.ashlandmo.us

AN ORDINANCE AUTHORIZING THE MAYOR TO ENTER INTO AN AGREEMENT WITH RHAD BAKER, CONSTRUCTION, LLC FOR THE ASH STREET SIDEWALK AND WATER IMPROVEMENT PROJECT; PROVIDING FOR COMPLIANCE WITH THE PREVAILING WAGE LAW AND STATE-MANDATED CONSTRUCTION SAFETY TRAINING

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

Section 1. The Board of Aldermen hereby authorizes the Mayor, on behalf of the City of Ashland, to enter into a Contract with Rhad Baker, Construction, LLC for the Ash Street sidewalk and water improvement project. The form and content of the Agreement shall be substantially as set forth in the document titled "Ash Street Sidewalk and water improvement project."

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

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

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

Dated this _____ day of _____, 2016.

Gene Rhorer, Mayor

Attest:

Darla Sapp, City Clerk

Certified as to correct form:

Fred Boeckmann, City Attorney



Federal Project No.: TAP-9900(561)
City of Ashland
109 E Broadway
Ashland, Missouri 65010

CONTRACT
AND
BOND
FOR
CONSTRUCTING OR IMPROVING

Sidewalks along south side of Ash Street from Main Street to Henry Clay Boulevard, west side of Henry Clay Boulevard south of Ash Street, and the east side of College Street north of Ash Street

Ash Street Sidewalk Improvements Project
City of Ashland

BID FORM

Proposal of Rhoda A. Baker Construction LLC (hereinafter called "BIDDER"),
organized and existing under the laws of the State of MO doing business
as a LLC to the City of Ashland, Missouri.
(a corporation, a LLC, a partnership, an individual)

BIDDER hereby proposes to perform all WORK for the construction of

City of Ashland – Ash Street Sidewalk Improvements Project
Federal Aid Project No. TAP-9900(561)

in strict accordance with the CONTRACT DOCUMENTS, within the time set forth
therein, and at the prices stated below.

By submission of this BID, each BIDDER certifies, and in the case of a joint BID, each party
thereto certifies as to its own organization, that this BID has been arrived at independently,
without consultation, communication, or agreement as to any matter relating to this BID
with any other BIDDER or with any competitor.

BIDDER hereby agrees to commence WORK under this contract on or before a date to be
specified in the NOTICE TO PROCEED.

BIDDER further agrees to pay as liquidated damages the sum of \$700.00 for each
consecutive calendar day after the allowed period of performance.

BIDDER acknowledges receipt of the following ADDENDUM:

No. 1, dated 4/11/16

No. , dated _____

No. , dated _____

Rhad A Balow

Item No.	Description	Quantity	Unit	Unit Price	Extension
Base Bid					
Participating Bid Items					
202-20.10	Removal of Improvements	1	LS	20,000.00	20,000.00
203-55.00	Embankment in Place	983	CY	26.00	25,558.00
304-05.04	Type 5 Aggregate for Base (4 in. thick)	105	SY	6.00	630.00
310-70.03	Gravel (A) or Crushed Stone (B) or Chat (C)	80	SY	6.00	480.00
401-99.05	Bituminous Pavement Mixture PG64-22, (BP-1) 1-1/2"	105	SY	24.00	2520.00
401-99.05A	Bituminous Pavement Mixture PG64-22, (Base) 7-1/2"	105	SY	113.00	11865.00
605-99.02	15" Inline Drain	3	EA	1640.00	4920.00
608-10.10	Concrete Curb Ramp	79.3	SY	70.00	5551.00
608-10.12	Truncated Domes	81	SF	50.00	4050.00
608-60.04	Concrete Sidewalk, 4 in.	705	SY	40.00	28,200.00
608-99.03A	Concrete Pavement - 1 ft. Strip	1475	LF	7.00	10,325.00
608-99.05	Residential Concrete Driveway	330	SY	50.00	16,500.00
609-99.03	Straight Back Curb and Gutter	1530	LF	35.00	53,550.00
614-99.02	APWA Type III Curb Inlet	8	EA	2580.00	20,640.00
614-99.02A	Precast Concrete Junction Box 5'x5'	1	EA	2580.00	2580.00
614-99.02B	Cast-in-Place Junction Structure 5' x 10'	1	EA	3200.00	3200.00
616-10.05	Construction Signs	57	SF	12.00	684.00
616-10.28	Channelizer	15	EA	25.00	375.00
616-10.31	Type III Moveable Barricade with Light	9	EA	250.00	2250.00
618-10.00	Mobilization	1	LS	50,000.00	50,000.00
627-40.00	Contractor Furnished Surveying and Staking	1	LS	7000.00	7,000.00
725-99.03A	15" Pipe Group B	506	LF	25.00	12,650.00
725-99.03B	18" Pipe Group B	14	LF	29.00	406.00
725-99.03C	21" Pipe Group B	90	LF	35.00	3150.00
725-99.03D	24" Pipe Group B	39	LF	35.00	1365.00
725-99.03E	36" Pipe Group B	83	LF	49.00	4067.00
726-99.03	28" x 45" Non-Reinforced Elliptical Concrete Sewer Pipe	47	LF	160.00	7520.00
726-99.03A	19" x 30" Non-Reinforced Elliptical Concrete Sewer Pipe	63	LF	60.00	3780.00
731-99.32	Connect to Exist. Storm Sewer	2	EA	600.00	1200.00
732-99.02A	15 in. or allowed substitute Group B Flared End Section	2	EA	312.00	624.00
732-99.02B	18 in. or allowed substitute Group B Flared End Section	1	EA	340.00	340.00
732-99.02C	24 in. or allowed substitute Group B Flared End Section	2	EA	370.00	740.00
805-10.00A	Seeding - Cool Season Mixtures	0.7	AC	3500.00	2450.00
806-10.05	Rock Ditch Check	100	LF	12.00	1200.00
806-10.16	Sediment Removal	8	CY	60.00	480.00
806-10.17	Temporary Seeding and Mulching	0.7	AC	3000.00	2100.00
806-10.19	Silt Fence	220	LF	3.00	660.00
806-10.25	Inlet Check	11	EA	180.00	1980.00
Participating Bid Items Total					
Non-Participating Bid Items					
603-99.02A	Install Meter/Meter Pit/Setter	19	EA	900.00	17,100.00
603-99.02B	Install Meter Pit/Setter	3	EA	900.00	2700.00
603-99.02C	Fire Hydrant Complete	2	EA	4000.00	8000.00
603-99.02D	Connect to Existing 8" Line	2	EA	800.00	1600.00
603-99.02E	Connect to Existing 4" Line	3	EA	750.00	2250.00
603-99.03A	8" PR200 PVC Water Line	1660	LF	25.00	41,500.00
603-99.03B	8" PR200 Restrained Joint - Open Cut	10	LF	65.00	650.00
603-99.03C	14" Steel Casing	60	LF	40.00	2400.00
603-99.03D	Service Line (Long Side)	900	LF	35.00	31,500.00
603-99.03E	Service Line (Short Side)	120	LF	35.00	4200.00
Non-Participating Bid Items Total					
Total Base Bid				426,965.00	

Continue on next sheet

Rhad A Bete

Add Alternate #1					
Item No.	Description	Quantity	Unit	Unit Price	Extension
310-70.03	Gravel (A) or Crushed Stone (B) or Chat (C)	25	SY	6.00	150.00
608-10.10	Concrete Curb Ramp	18.4	SY	70.00	1288.00
608-10.12	Truncated Domes	9	SF	50.00	450.00
608-60.04	Concrete Sidewalk, 4 in.	130	SY	40.00	5200.00
608-99.05	Residential Concrete Driveway	70	SY	60.00	4200.00
608-99.03A	Concrete Pavement - 1 ft. Strip	64	SY	8.00	512.00
609-99.03	Straight Back Curb and Gutter	60	LF	45.00	2700.00
616-10.05	Construction Signs	27	SF	14.00	378.00
805-10.00A	Seeding - Cool Season Mixtures	0.1	AC	3500.00	350.00
806-10.17	Temporary Seeding and Mulching	0.1	AC	3500.00	350.00
Total Add Alternate #1					15,578.00
Add Alternate #2					
203-55.00	Embankment in Place	18	CY	40.00	720.00
608-10.10	Concrete Curb Ramp	20.3	SY	80.00	1624.00
608-10.12	Truncated Domes	18	SF	60.00	1080.00
608-60.04	Concrete Sidewalk, 4 in.	80	SY	60.00	4800.00
608-99.03A	Concrete Pavement - 1 ft. Strip	197	LF	70.00	13790.00
609-99.03	Straight Back Curb and Gutter	175	LF	46.00	8050.00
616-99.02	Relocated Signs	1	EA	200.00	200.00
614-99.02C	Grate Inlet 4' x 4'	1	EA	200.00	200.00
731-99.32	Connect to Exist. Storm Sewer	1	EA	400.00	400.00
805-10.00A	Seeding - Cool Season Mixtures	0.1	AC	3500.00	350.00
806-10.16	Sediment Removal	1	CY	70.00	70.00
806-10.17	Temporary Seeding and Mulching	0.1	AC	3500.00	350.00
806-10.25	Inlet Check	1	EA	200.00	200.00
Total Add Alternate #2					22,239.00
Add Alternate #3					
203-55.00	Embankment in Place	34	CY	24.00	816.00
608-60.04	Concrete Sidewalk, 4 in.	100	SY	50.00	5000.00
805-10.00A	Seeding - Cool Season Mixtures	0.1	AC	3500.00	350.00
806-10.17	Temporary Seeding and Mulching	0.1	AC	3500.00	350.00
Total Add Alternate #3					6,516.00
Total Construction Cost					471,298.00

NOTE: The following quantities have been increased above the amount shown on the plans to accommodate field changes approved and instructed by the inspector.

- Concrete Sidewalk, 4"
- Straight Back Curb and Gutter
- Residential Concrete Driveway
- Gravel (A) or Crushed Stone (B) or Chat (C)

These quantities have been increased by approximately 10% or to the nearest whole number (being either zero (0) or five (5) as applicable). The pay quantity shall be measured in the field.

The low bidder will be determined based upon either the base bid total or the base bid plus alternate(s) total depending on whether the alternates are chosen to be constructed. Alternates will be accepted in numerical order.

This Bid is submitted by:

Rhad A. Baker Construction LLC

Name (Corporation, LLC, Partnership, Individual)

[Signature]

Authorized Signature

4/15/16

Date

Managing Member

Title

4851 County Rd 219

Address

20-4501223

FEIN

573-489-6470

Phone No.

Fulton MO 65251

City, State, Zip

CORPORATE SEAL – (if BID is by a corporation)

AGREEMENT

THIS AGREEMENT, made this _____, by and between the City of Ashland, Missouri, hereinafter called "OWNER" and _____ hereinafter called "CONTRACTOR", doing business as _____

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

1. The CONTRACTOR will commence and complete the construction of the

**City of Ashland – Ash Street Sidewalk Improvements Project
Federal Aid Project No. TAP-9900(561)**

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 within 14 calendar days after the date of the NOTICE TO PROCEED and will complete the same by September 2, 2016, unless the period for completion is extended otherwise by the CONTRACT DOCUMENTS.

4. The CONTRACTOR agrees to perform all of the WORK described in the CONTRACT DOCUMENTS and comply with the terms therein for the sum of Four Hundred Fourty-three Thousand, Two Hundred Seventy-eight and $\frac{0}{100}$ Dollars \$ 443,278.00

5. The term "CONTRACT DOCUMENTS" consists of the following:

- A. NOTICE TO BIDDERS (*inclusive*)
- B. CONTRACTOR'S BID (BID FORM) (*inclusive*)
- C. THIS AGREEMENT (*inclusive*)
- D. BID BOND (*inclusive*)
- E. PERFORMANCE BOND (*inclusive*)
- F. PAYMENT BOND (*inclusive*)
- G. DRAWINGS (*inclusive*) consisting of sheets prepared or issued by Bartlett & West, Inc.,

**dated January 2016 with each bearing the following general title:
CITY OF ASHLAND – ASH STREET SIDEWALK IMPROVEMENTS
PROJECT**

- H. MISSOURI STANDARD SPECIFICATIONS FOR HIGHWAY CONSTRUCTION, 2011
- I. MISSOURI STANDARD PLANS FOR HIGHWAY CONSTRUCTION, 2009
- J. JOB SPECIAL PROVISIONS (*inclusive*)
- K. ADDENDA (Numbers 1 Through 1)
- L. The following which may be delivered or issued on or after the Effective Date of the Agreement, and are not attached hereto:
 - 1) NOTICE TO PROCEED
 - 2) CHANGE ORDERS

6. 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.

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

IN WITNESS WHEREOF, the parties hereto have executed or caused to be executed by their duly authorized officials, this Agreement in four (4) copies each of which shall be deemed an original on the date first above written.

OWNER: City of Ashland, Missouri

(SEAL)

By _____

Name _____

Title _____

ATTEST:

By _____

Name _____

Title _____

CONTRACTOR:

(CORPORATE SEAL)

By _____

Name _____

Title _____

Address _____

FEIN _____

ATTEST:

By _____

Name _____

Title _____

BASE BID (Non-Participating Items)

(A) EST. LINE NO.	(B) CONTRACT ITEM NO.	(C) ITEM DESCRIPTION	(D) UNITS PREVIOUSLY PROVIDED FOR	(E) UNITS TO BE CONSTRUCTED	(F) UNITS OVERRUN, UNDERRUN, CONTINGENT	(G) CONTRACT OR AGREED UNIT PRICE	(H) AMOUNT OF OVERRUN OR PLUS CONTINGENT	(I) AMOUNT OF UNDERRUN OR MINUS CONTINGENT
1	603-99.02A	Install Meter/Meter Pit/Setter	19	22	+3	\$900	\$2,700	\$0
6	603-99.03A	8" PR200 PVC Water Line	1660	1600	-60	\$25	\$0	\$1,500
9	603-99.03D	Service Line (Long Side)	900	850	-50	\$35	\$0	\$1,750
10	603-99.03E	Service Line (Short Side)	120	130	+10	\$35	\$350	\$0
*	603-99.03A	4" PR200 PVC Water Line	0	10	+10	\$40	\$400	\$0
						TOTALS	\$3,450	\$3,250

Add Alternate #1

(A) EST. LINE NO.	(B) CONTRACT ITEM NO.	(C) ITEM DESCRIPTION	(D) UNITS PREVIOUSLY PROVIDED FOR	(E) UNITS TO BE CONSTRUCTED	(F) UNITS OVERRUN, UNDERRUN, CONTINGENT	(G) CONTRACT OR AGREED UNIT PRICE	(H) AMOUNT OF OVERRUN OR PLUS CONTINGENT	(I) AMOUNT OF UNDERRUN OR MINUS CONTINGENT
1	310-70.03	Gravel (A) or Crushed Stone (B) or Chat (C)	25	20.8	-4.2	\$6	\$0	\$25.20
2	608-10.10	Concrete Curb Ramp	18.4	16.9	-1.5	\$70	\$0	\$105
4	608-60.04	Concrete Sidewalk, 4 in.	130	125.9	+4.1	\$40	\$164	\$0
5	608-99.05	Residential Concrete Driveway	70	64.7	-5.3	\$60	\$0	\$318
7	609-99.03	Straight Back Curb and Gutter	60	56	-4	\$45	\$0	\$180
						TOTALS	\$164	\$628.20

3. Settlement for Cost of the above Change to be made at Contract Unit Price Except as Noted:

1. CONTRACT AMOUNT		\$443,278.00	The Terms of Settlement outlined above are hereby agreed to. CONTRACTOR by : _____ Date
2. OVERRUN THIS ORDER	\$17,681.80		
3. OVERRUN PREVIOUS	\$0		
4. TOTAL OVERRUN TO DATE		\$17,681.80	
5. TOTAL		\$460,959.80	

Stu Schelb
SUBMITTED ENGINEER

05-13-16
DATE

APPROVAL RECOMMENDED LOCAL AGENCY

DATE

APPROVAL RECOMMENDED MODOT

DATE

APPROVED MODOT CONSTRUCTION

DATE

COUNCIL BILL NO. 2016-028

ORDINANCE NO.

AN ORDINANCE AUTHORIZING THE MAYOR TO ENTER INTO AN AGREEMENT WITH CAPITAL (PREVIOUSLY APAC) FOR THE 2016 ASHLAND CITY STREETS PROJECT; PROVIDING FOR COMPLIANCE WITH THE PREVAILING WAGE LAW AND STATE-MANDATED CONSTRUCTION SAFETY TRAINING

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

Section 1. The Board of Aldermen hereby authorizes the Mayor, on behalf of the City of Ashland, to enter into a Contract with Capital for the 2016 Ashland City Streets Project. This is under the County Bid 03-27JAN16-2016 Mill and Overlay Term and Supply.

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

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

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

Dated this _____ day of _____, 2016.

Gene Rhorer, Mayor

Attest:

Darla Sapp, City Clerk

Certified as to correct form:

Fred Boeckmann, City Attorney

BUDGET PROPOSAL



APAC-MISSOURI, INC.

P.O. BOX 1117
 COLUMBIA, MO 65205
 Contact: Phillip Raines
 Phone: 573-449-0886
 Fax: 573-449-2980

Quote To: City of Ashland
 ATTN: Travis Davidson

Job Name: City of Ashland Streets 2016 Budget RE'
 Proposal No.: 16032BC
 Addendum: N/A
 Date of Proposal: 4/14/16

Phone:
 Fax:

ITEM	DESCRIPTION	QUANTITY	UNIT	UNIT PRICE	AMOUNT
10	PAVING MOBILIZATION	1.00	EA	2,500.00	2,500.00
	PAVING MOBILIZATION TOTAL				\$2,500.00
30	MILLING MOBILIZATION	1.00	EA	700.00	700.00
	MILLING MOBILIZATION TOTAL				\$700.00
50	WEST OAKS DR 2" OVERLAY	500.00	TONS	60.71	30,355.00
60	WEST OAKS DR EDGE MILLING	2,107.00	SY	3.25	6,847.75
70	WEST OAKS DR CURB REPLACEMENT	218.00	LF	37.00	8,066.00
75	WEST OAKS BUTT JOING MILLING	140.00	SY	9.00	1,260.00
80	WEST OAKS ASPHALT PATCH ON CONCRETE	93.00	SY	72.00	6,696.00
	WEST OAKS DR TOTAL				\$53,224.75
100	JOHNSON STREET 2" OVERLAY	150.00	TONS	60.71	9,106.50
110	JOHNSON STREET BUTT JOINT MILLING	90.00	SY	9.00	810.00
	JOHNSON STREET TOTAL				\$9,916.50
170	CHURCH STREET EDGE MILLING	155.00	SY	3.25	503.75
180	CHURCH STREET FULL DEPTH REPAIR	164.00	SY	65.00	10,660.00
190	CHURCH STREET WEDGE & 2" OVERLAY	150.00	TONS	60.71	9,106.50
200	CHURCH STREET BUTT JOINT MILLING	52.00	SY	9.00	468.00
210	CHURCH STREET CURB REPLACEMENT	48.00	LF	37.00	1,776.00
	CHURCH STREET TOTAL				\$22,514.25
230	TANDY STREET 2" OVERLAY	260.00	TONS	60.71	15,784.60
240	TANDY STREET BUTT JOINT MILLING	95.00	SY	9.00	855.00
	TANDY STREET TOTAL				\$16,639.60
260	WALNUT STREET 2" OVERLAY	130.00	TONS	60.71	7,892.30
270	WALNUT STREET BUTT JOINT MILLING	38.00	SY	9.00	342.00
	WALNUT STREET TOTAL				\$8,234.30
290	RED BUD LANE 2" OVERLAY	280.00	TONS	60.71	16,998.80
300	RED BUD BUTT JOINT MILLING	160.00		9.00	1,440.00
	RED BUD TOTAL				\$18,438.80
320	TACK COAT	13,955.00	SY	0.10	1,395.50
	TACK COAT TOTAL				\$1,395.50

ITEM	DESCRIPTION	QUANTITY	UNIT	UNIT PRICE	AMOUNT
330	AMANDA ST EDGE MILLING	1,360.00	SY	3.25	4,420.00
340	AMANDA ST 2" OVERLAY	320.00	TONS	60.71	19,427.20
	AMANDA ST TOTAL				\$23,847.20
360	EAST SIDE DR BUTT JOINT MILLING	245.00	SY	9.00	2,205.00
370	EAST SIDE DR 2" OVERLAY	340.00	TONS	60.71	20,641.40
	EAST SIDE DR TOTAL				\$22,846.40
390	INDUSTRIAL WEDGE & 2" OVERLAY	320.00	TONS	60.71	19,427.20
400	INDUSTRIAL FULL DEPTH REPAIR	93.00	SY	65.00	6,045.00
410	INDUSTRIAL BUTT JOINT MILLING	290.00	SY	9.00	2,610.00
	INDUSTRIAL TOTAL				\$28,082.20
GRAND TOTAL					\$208,339.50

NOTES:

This is a three (3) page quotation.

This proposal is budgetary in nature and is not intended for bid purposes.

All quantities are estimated and all items are to be paid by the Unit Price where Unit Prices are given. Actual quantities to be determined in the field.

Curb Repair Items Include: removal of existing curb, rock bedding as required and new curb to match existing at qty's specified.

Unless the word "Lump Sum" appears next to a price for an item of work, it is understood and agreed that the quantities referred to above are estimates only and that payment shall be made at the stated unit prices for actual quantities of work performed by APAC. We reserve the right to negotiate and to agree to the terms and conditions of your sub-contract.

PRICE ESCALATION CLAUSE FOR WORK PERFORMED AFTER 2016: The prices in this quote are based on certain unit costs for fuel, liquid asphalt, aggregates and cement charged to APAC. The amount due to APAC shall be equitably adjusted to reflect any increase in the unit costs that APAC is charged for these materials. Increases in the cost of fuel, liquid asphalt, aggregates, and cement will be calculated on a monthly basis based on the average of the amounts charged to APAC during that month. For liquid asphalt, aggregates and cement, the number of units shall be based on the actual quantity of material used for the Work that month, but the quantity of fuel in gallons is estimated to be 2.6 times the tons of asphalt APAC laid on the Project that month.

INCLUSIONS: 1 Mobilization included in above pricing, each additional shall be charged at \$2,500.00 each. Subgrade for site work will be at grade, in a dry compacted state, and approved by Owner prior to APAC mobilizing to site. No borrow, topsoils, or removals of material shall be required of APAC unless included in scope of work bid.

EXCLUSIONS: Engineering, surveying, testing, utility relocations, herbicide and/or soil sterilant, patching, traffic control, work within eight feet(8') of the building including footers, building slabs, and utility trenches within the building; landscaping, permits and fees, and anything not specifically stated above.

- Bond is not included in above prices. Call for pricing.
- Owner Protective Insurance is not included.
- Railroad Protective Insurance is not included. Call for pricing.

If a VE is proposed on a portion or all of the above bid items, APAC must be notified prior to the General Contractor's or Owner's acceptance of this VE. If for any reason the quantities of the above bid items are substantially changed, APAC shall be entitled to a renegotiated unit price.

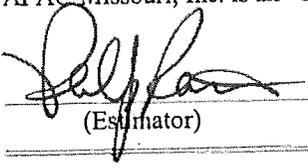
Heavy equipment and fully loaded trucks will be used to complete the paving project. APAC does not assume responsibility for any structural damage to any existing pavement as a result of the weight of the trucks and equipment used to complete the

project.

APAC does not assume responsibility for pavement design and performance or the suitability of the existing subgrade.

Asphalt paving or overlay may increase, alter, or redirect storm water runoff. APAC does not assume responsibility for storm water runoff as part of this contract unless specifically stated. The property owner is advised to contract an engineer with expertise in the area of storm water design for specific recommendations.

APAC-Missouri, Inc. is an "Open Shop" Contractor and will not sign Union Work Agreements.


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009

(Estimator) (Employee ID) (Cat #)

If this meets with your acceptance, including the terms and conditions kindly sign and return the attached copy

ACCEPTED

BY: _____ (Name & Title)

of this proposal. The person signing for you represents that he or she is fully authorized to enter into this Agreement. _____ (Firm Name)

Date Accepted: _____

Note: If not signed this proposal expires 30 days from above date

TERMS AND CONDITIONS

Payment in full for all work performed hereunder during any month shall be made not later than the tenth (10th) day of the month next following. Final and complete payment for all work performed hereunder shall be made not later than fifteen (15) days after the completion of such work. Interest at the highest rate allowable under the laws of the in state which the work is done, or one and one half percent (1½%) per month, whichever is less, shall be charged and paid on all unpaid balances from the due date to the date we receive payment. Any monies paid to you for our work shall be held in trust for our benefit.

We shall not become obligated to perform the work called for under this Proposal and Contract until we check and approve your credit. This Proposal and Contract shall be null and void if your credit is not approved or waived by APAC. If credit conditions become unsatisfactory at any time prior to our completion of the work hereunder, you will furnish adequate security upon our request.

This document is the full agreement between us, regardless of any prior proposals or communications. Any deviations from the specifications or modification of the terms of this contract shall be set forth in writing and signed by both parties prior to the making of such change. We will be compensated for any increase in our costs caused by such change, on the basis of the increase plus ten percent(10%) profit. If a time is set for the performance of work, and if, in our judgment, such change or other circumstances beyond our reasonable control will increase the time necessary for our performance, we will be granted a reasonable extension of time.

We will provide and pay for Worker's Compensation, General Liability and Property Damage Insurance. You agree to carry General Liability and Property Damage Insurance sufficient to protect yourself against any and all claims and liabilities arising from the performance of the work, including but not limited to claims arising under your agreement to indemnify and hold us harmless under this contract.

We shall be provided with suitable access to the work area. If our work is dependent upon or must be undertaken in conjunction with the work of others, such work shall be so performed and completed as to permit us to perform our work hereunder in a normal uninterrupted single shift operation.

Unless a time for the performance of our work is specified, we shall undertake it in the course of our normal operating schedule. We shall not be liable for any failure to undertake to complete, and may suspend, the work for causes beyond our reasonable control, including but not limited to fire, flood or other casualty; the presence on or beneath the work site of utilities, facilities, substances, or objects, including but not limited to any substance that in our opinion is hazardous or toxic or the reporting, remediation, or clean-up of which is required by any law or regulation (together "subsurface conditions"); labor disputes or other disagreements; and accidents or other mishaps, whether affecting this work or other operations in which we are involved, directly or indirectly.

If for causes beyond our reasonable control our work is not completed within twelve (12) months after the date of your acceptance of the proposal, we may cancel this agreement at any time thereafter on ten (10) days notice. In such event (i) we shall be relieved of any further obligation with respect to the balance of the work; and (ii) we shall be entitled to receive final

and complete payment for all work performed by us to the date of cancellation within fifteen (15) days thereafter.

We shall not be responsible for, and you agree to indemnify and hold us harmless from, any suit, claim, liability, cost or expense arising from or in any way related to: sidewalks, driveways or other improvements located within our work area or designated areas of access, and to adjacent property and improvements; subsurface conditions; and any and all other alleged damages to persons or property, including but not limited to personal injury and death, arising from the performance of the work, unless such alleged damages arise from our sole negligence. You further agree to indemnify and protect us and save us harmless from any and all loss, damage, costs, expenses and attorney's fees suffered or incurred on account of your breach of any obligations and covenants of this contract. It is further understood that we shall not be responsible for any damage to or deterioration of any of our work, whether completed or in process, resulting from any cause or causes beyond our reasonable control, including but not limited to failure of subgrade or other subsurface conditions, or failure or inadequacy of any labor or materials not furnished and installed by us, whether or not such failure or inadequacy was or could have been known at the time our work was undertaken. You agree that the proper jurisdiction and venue for adjudication concerning this contract is Boone County, Missouri, and you waive any right to jurisdiction and venue in any other place.

AN ORDINANCE TO AMEND THE BUDGET FOR FISCAL YEAR 2016-2017

Whereas, The Board of Aldermen approved the fiscal year budget for 2016-2017 on April 19, 2016, Ordinance No. 1061;

Whereas, the Board of Aldermen has decided to issue \$1,351,800 principal amount of combined waterworks and sewerage system revenue bonds, series 2016;

Whereas, revenue and expense codes were not set up in the original budget.

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

Section 1. The City budget for fiscal year 2016-2017 is hereby amended to include a revenue and expense code for the \$1,351,800 bond and the funds shall be placed in an account in The Callaway Bank.

Section 2. This ordinance shall be in full force and effect upon final passage and approval.

Dated this _____ day of _____, 2016.

Gene Rhorer, Mayor

Attest:

Darla Sapp, City Clerk

Certified as to correct form:

Fred Boeckmann, City Attorney

AN ORDINANCE AUTHORIZING THE MAYOR TO ENTER INTO AN AGREEMENT WITH RHAD BAKER, CONSTRUCTION, LLC FOR THE ASH STREET SIDEWALK AND WATER IMPROVEMENT PROJECT; PROVIDING FOR COMPLIANCE WITH THE PREVAILING WAGE LAW AND STATE-MANDATED CONSTRUCTION SAFETY TRAINING

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

Section 1. The Board of Aldermen hereby authorizes the Mayor, on behalf of the City of Ashland, to enter into a Contract with Rhad Baker, Construction, LLC for the Ash Street sidewalk and water improvement project. The form and content of the Agreement shall be substantially as set forth in the document titled "Ash Street Sidewalk and water improvement project."

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

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

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

Dated this _____ day of _____, 2016.

Gene Rhorer, Mayor

Attest:

Darla Sapp, City Clerk

Certified as to correct form:

Fred Boeckmann, City Attorney

AN ORDINANCE AUTHORIZING THE MAYOR TO ENTER INTO AN AGREEMENT WITH CAPITAL (PREVIOUSLY APAC) FOR THE 2016 ASHLAND CITY STREETS PROJECT; PROVIDING FOR COMPLIANCE WITH THE PREVAILING WAGE LAW AND STATE-MANDATED CONSTRUCTION SAFETY TRAINING

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

Section 1. The Board of Aldermen hereby authorizes the Mayor, on behalf of the City of Ashland, to enter into a Contract with Capital for the 2016 Ashland City Streets Project. This is under the County Bid 03-27JAN16-2016 Mill and Overlay Term and Supply.

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

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

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

Dated this _____ day of _____, 2016.

Gene Rhorer, Mayor

Attest:

Darla Sapp, City Clerk

Certified as to correct form:

Fred Boeckmann, City Attorney

AN ORDINANCE TO AMEND THE BUDGET FOR FISCAL YEAR 2016-2017

Whereas, The Board of Aldermen approved the fiscal year budget for 2016-2017 on April 19, 2016, Ordinance No. 1061;

Whereas, the Board of Aldermen has decided to issue \$1,351,800 principal amount of combined waterworks and sewerage system revenue bonds, series 2016;

Whereas, revenue and expense codes were not set up in the original budget.

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

Section 1. The City budget for fiscal year 2016-2017 is hereby amended to include a revenue and expense code for the \$1,351,800 bond and the funds shall be placed in an account in The Callaway Bank.

Section 2. This ordinance shall be in full force and effect upon final passage and approval.

Dated this _____ day of _____, 2016.

Gene Rhorer, Mayor

Attest:

Darla Sapp, City Clerk

Certified as to correct form:

Fred Boeckmann, City Attorney