

AGENDA
CITY OF CENTRALIA, MISSOURI
Board of Aldermen
Recessed Meeting
Monday, May 7, 2012
7:00 P.M.

City Hall Council Chambers

- I. ROLL CALL
- II. PLEDGE OF ALLEGIANCE
- III. NEW BUSINESS
 - 1. Authorizing Signatories for City Checks–Resolution
Bill No. ____ Resolution No. ____
 - 2. Authorizing Signatories for Accounts with Fixed Income Investments Located
At Central Trust Bank–Resolution
Bill No. ____ Resolution No. ____
 - 3. Authorizing Signatories for Electronic Business Services Agreement with Boone County National
Bank–Ordinance
Bill No. ____ Ordinance No. ____
 - 4. Authorizing Safekeeping Agreement with Central Trust Bank–Ordinance
Bill No. ____ Ordinance No. ____
 - 5. Authorizing Cash Management Investment Account Customer Agreement with Boone County
National Bank.
Bill No. ____ Ordinance No. ____
- IV. MAYORAL APPOINTMENTS
- V. ADJOURN

Public Works and Public Utilities Committee

Monday, May 7, 2012

About 7:15 P. M.

City Hall Council Chambers

- I. ROLL CALL
- II. WATER AND SEWER DEPARTMENT
 - A. Activity Report
 - B. Pump Purchase
 - C. Control Panel Purchase
 - C. Other
- III. ELECTRIC DEPARTMENT
 - A. Activity Report
 - B. Power Purchase Report
 - C. Radio Repeater
 - D. Other
- IV. PUBLIC WORKS
 - A. Activity Report
 - B. Streets
 - 1. Engineering Contract
 - 2. Future Culvert Pipe Repair
 - 3. Crack Sealing Quotes
 - C. Sanitation
 - 2. Cleanup Week Results
 - D. Stormsewer
 - E. Other
- V. AS MAY ARISE
- VI. ADJOURN

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BILL NO. _____

RESOLUTION NO. _____

A BILL TO CREATE A RESOLUTION ENTITLED:

"A RESOLUTION AUTHORIZING THE MAYOR, MAYOR PRO TEMPORE AND THE CITY CLERK OF THE CITY OF CENTRALIA, MISSOURI TO SIGN CHECKS ON THE BANK ACCOUNTS OF THE CITY OF CENTRALIA AT BOONE COUNTY NATIONAL BANK IN THE CITY OF CENTRALIA, AND OTHER INSTRUMENTS IN BEHALF OF THE CITY."

WHEREAS, there is need for a resolution giving authority to the Mayor and certain city officials to sign checks on the bank accounts of the City of Centralia at Boone County National Bank and other instruments in behalf of the City.

NOW, THEREFORE, BE IT RESOLVED BY THE BOARD OF ALDERMEN OF THE CITY OF CENTRALIA, MISSOURI, as follows:

SECTION 1. That Boone County National Bank located in the City of Centralia, Missouri as the City Depository is authorized to accept and honor any and all checks, drafts and other instruments drawn on behalf of the City of Centralia, Missouri upon two signatures from the following persons as specified below: (1) Mayor Tim Grenke who may sign either as "Timothy A. Grenke" or "Tim Grenke", (2) Mayor Pro Tempore Jon Angell and (3) City Clerk Heather Lockett or (4) Donna Stephens.

SECTION 2. If signatures of any City of Centralia, Missouri officials are needed on any legal or financial documents by any other financial institutions or financial business to provide proper authorization on behalf of the City of Centralia, then such financial institution or financial business is authorized to accept on any such documents two signatures from the following list of persons as specified below: (1) Mayor Tim Grenke who may sign either as "Timothy A. Grenke" or "Tim Grenke", (2) Mayor Pro Tempore Jon Angell and (3) City Clerk Heather Lockett or (4) Donna Stephens; except that only for transfers of money between City accounts within the City Depository only one signature from any of the above listed persons shall be necessary.

SECTION 3. All Motions or Resolutions in conflict herewith are hereby repealed.

SECTION 4. This resolution shall take effect and be in full force and effect from and after the date of its passage and approval.

PASSED AND APPROVED this 7th day of May, 2012.

Mayor

ATTEST:

Heather Lockett, City Clerk

BILL NO. _____

RESOLUTION _____

A BILL TO CREATE A RESOLUTION ENTITLED:

"A RESOLUTION AUTHORIZING THE MAYOR, MAYOR PRO TEMPORE AND EITHER THE CITY CLERK OF THE CITY OF CENTRALIA, MISSOURI TO ESTABLISH, OPEN AND MAINTAIN ONE OR MORE ACCOUNTS FOR THE CITY OF CENTRALIA, MISSOURI A. B. CHANCE MEMORIAL FUND AND CEMETERY PERPETUAL CARE FUND WITH FIXED INCOME INVESTMENTS., LOCATED AT CENTRAL BANK IN JEFFERSON CITY, TO PURCHASE GOVERNMENT SECURITIES."

WHEREAS, Fixed Income Investments., located at Central Bank in Jefferson City, desires a new corporate resolution for the City to purchase government securities, for the City of Centralia, Missouri A. B. Chance Memorial Fund and the Cemetery Perpetual Care Fund.

NOW, THEREFORE, BE IT RESOLVED BY THE BOARD OF ALDERMEN OF THE CITY OF CENTRALIA, MISSOURI, as follows:

SECTION 1. Two signatures as specified below from the following officers of the City of Centralia, Missouri: (1) Mayor Tim Grenke who may sign either as "Timothy A. Grenke" or "Tim Grenke", (2) Mayor Pro Tempore Jon Angell and (3) City Clerk Heather Lockett or (4) Deputy City Clerk Donna Stephens, are hereby authorized and empowered on behalf of the City of Centralia, Missouri to establish, open and maintain one or more accounts for the City of Centralia, Missouri A. B. Chance Memorial Fund and the Cemetery Perpetual Care Fund with Fixed Income Investments, located at Central Bank in Jefferson City, for the purpose of purchasing, investing in, or otherwise dealing with government securities, and including the opening of a cash (checking) account. The authority granted above to two specified City of Centralia, Missouri officers hereby grants authorization for them to generally do and take all appropriate actions with the account or accounts considered necessary by the officers, including but not limited to the following: giving written or oral instructions to Fixed Income Investments, with respect to transactions; delivering securities to and depositing funds with Fixed Income Investments.; ordering the transfer or delivery of securities; endorsing any securities in order to pass title; directing the sale or exercise of any rights with respect to any securities; signing on behalf of the City of Centralia, Missouri all releases, powers of attorney, and other documents in connection with any accounts; and binding and obligating the City of Centralia, Missouri for all transactions with Fixed Income Investments.

SECTION 2. Fixed Income Investments, may rely upon this resolution as continuing fully effective until it receives due written notice of a change in or the rescission of the authority in this resolution. Furthermore, the failure of the City of Centralia, Missouri to supply any specimen signature shall not invalidate any transaction if the transaction is in accordance with the authority granted herein.

SECTION 3. That in the event of any change in the city officers named above, the City Clerk shall notify Fixed Income Investments in writing about such change, which notification, when received, shall be adequate to terminate the powers of the persons named above who are currently authorized to act on behalf of the City of Centralia, Missouri.

SECTION 4. All Motions or Resolutions in conflict herewith are hereby repealed.

SECTION 5. This resolution shall take effect and be in full force and effect from and after the date of its passage and approval.

PASSED AND APPROVED this 7th day of May, 2012.

Mayor

ATTEST:

City Clerk

BILL NO. _____

ORDINANCE NO. _____

A BILL TO CREATE AN ORDINANCE ENTITLED:

"AN ORDINANCE AUTHORIZING AND DIRECTING THE MAYOR AND CITY CLERK OF THE CITY OF CENTRALIA, MISSOURI TO EXECUTE AN ELECTRONIC BUSINESS SERVICES AGREEMENT WITH BOONE COUNTY NATIONAL BANK."

BE IT ORDAINED BY THE BOARD OF ALDERMEN OF THE CITY OF CENTRALIA, MISSOURI, as follows:

SECTION 1. The Mayor and City Clerk of the City of Centralia, Missouri are hereby authorized and directed to execute on behalf of the City of Centralia, Missouri an Electronic Business Services Agreement with Boone County National Bank along with any necessary related documents. A certified copy of this ordinance of authorization shall be substituted for the Resolution of Authorization set forth in the agreement. City Clerk Heather Lockett is hereby authorized to be the administrator for the City of Centralia, Missouri for said agreement, to administer and coordinate access by the City of Centralia, Missouri to the services provided by Boone County National Bank.

SECTION 2. This ordinance shall take effect and be in full force and effect from and after the date of its passage and approval.

PASSED this 7th day of May, 2012.

Mayor

ATTEST:

City Clerk

This ordinance approved by the Mayor this 7th day of May, 2012.

Mayor

ATTEST:

City Clerk

BILL NO. _____

ORDINANCE NO. _____

A BILL TO CREATE AN ORDINANCE ENTITLED:

"AN ORDINANCE AUTHORIZING AND DIRECTING THE MAYOR AND THE CITY CLERK OF THE CITY OF CENTRALIA, MISSOURI TO EXECUTE A SAFEKEEPING AGREEMENT WITH THE CENTRAL TRUST BANK AND AUTHORIZING THE MAYOR, MAYOR PRO TEMPORE AND EITHER THE CITY CLERK OR THE DEPUTY CITY CLERK OF THE CITY OF CENTRALIA, MISSOURI TO ESTABLISH, OPEN AND MAINTAIN ONE OR MORE SAFEKEEPING ACCOUNTS FOR THE CITY OF CENTRALIA, MISSOURI A. B. CHANCE MEMORIAL FUND AND CEMETERY PERPETUAL CARE FUND WITH THE CENTRAL TRUST BANK, A MISSOURI TRUST COMPANY, LOCATED IN JEFFERSON CITY, TO PURCHASE GOVERNMENT SECURITIES."

BE IT ORDAINED BY THE BOARD OF ALDERMEN OF THE CITY OF CENTRALIA, MISSOURI, as follows:

SECTION 1. The Mayor and City Clerk of the City of Centralia, Missouri are hereby authorized and directed to execute on behalf of the City of Centralia, Missouri a Safekeeping/Agreement with the Central Trust Bank, Jefferson City, Missouri. Two signatures as specified below from the following officers of the City of Centralia, Missouri: (1) Mayor Tim Grenke who may sign either as "Timothy A. Grenke" or "Tim Grenke", (2) Mayor Pro Tempore Jon Angell and (3) either City Clerk Heather Lockett or Deputy City Clerk Donna Stephens, are hereby authorized and empowered on behalf of the City of Centralia, Missouri to establish, open and maintain one or more safekeeping accounts for the City of Centralia, Missouri A. B. Chance Memorial Fund and the Cemetery Perpetual Care Fund with the Central Trust Bank, located in Jefferson City, for the purpose of purchasing, investing in, or otherwise dealing with government securities, and including the opening of a cash (checking) account. The authority granted above to two specified City of Centralia, Missouri officers hereby grants authorization for them to generally do and take all appropriate actions with the account or accounts considered necessary by the officers, including but not limited to the following: giving written or oral instructions to the Central Trust Bank, with respect to transactions; delivering securities to and depositing funds with the Central Trust Bank.; ordering the transfer or delivery of securities; endorsing any securities in order to pass title; directing the sale or exercise of any rights with respect to any securities; signing on behalf of the City of Centralia, Missouri all releases, powers of attorney, and other documents in connection with any accounts; and binding and obligating the City of Centralia, Missouri for all transactions with the Central Trust Bank.

SECTION 2. The Central Trust Bank, may rely upon this Ordinance as continuing fully effective until it receives due written notice of a change in or the rescission of the authority in this ordinance. Furthermore, the failure of the City of Centralia, Missouri to supply any specimen signature shall not invalidate any transaction if the transaction is in accordance with the authority granted herein.

SECTION 3. That in the event of any change in the city officers named above, the City Clerk shall notify the Central Trust Bank in writing about such change, which notification, when received, shall be adequate to terminate the powers of the persons named above who are currently authorized to act on behalf of the City of Centralia, Missouri.

SECTION 4. This ordinance shall take effect and be in full force and effect from and after the date of its passage and approval.

PASSED this 7th day of May, 2012.

Mayor

ATTEST:

City Clerk

This ordinance approved by the Mayor this 7th day of May, 2012.

Mayor

ATTEST:

City Clerk

BILL NO. _____

ORDINANCE NO. _____

A BILL TO CREATE AN ORDINANCE ENTITLED:

"AN ORDINANCE AUTHORIZING AND DIRECTING THE MAYOR AND CITY CLERK OF THE CITY OF CENTRALIA, MISSOURI TO EXECUTE A CASH MANAGEMENT INVESTMENT ACCOUNT CUSTOMER AGREEMENT WITH BOONE COUNTY NATIONAL BANK."

BE IT ORDAINED BY THE BOARD OF ALDERMEN OF THE CITY OF CENTRALIA, MISSOURI, as follows:

SECTION 1. The Mayor and City Clerk of the City of Centralia, Missouri are hereby authorized and directed to execute on behalf of the City of Centralia, Missouri a Cash Management Investment Account Customer Agreement with Boone County National Bank along with any necessary related documents. A certified copy of this ordinance of authorization shall be substituted for the Resolution of Authorization set forth in the agreement. City Clerk Heather Lockett is hereby authorized to be the administrator for the City of Centralia, Missouri for said agreement, to administer and coordinate access by the City of Centralia, Missouri to the services provided by Boone County National Bank.

SECTION 2. This ordinance shall take effect and be in full force and effect from and after the date of its passage and approval.

PASSED this 7th day of May, 2012.

Mayor

ATTEST:

City Clerk

This ordinance approved by the Mayor this 7th day of May, 2012.

Mayor

ATTEST:

City Clerk

ACTIVITY REPORT

WATER DEPARTMENT

APRIL 2012

- Drained N.E. Tower for inspection and cleaning
- Inspected sewer repairs on sewer service line at 728 Pool
- Added 200 ton of rock at N. E. Lagoon to keep creek out of lagoon during heavy rainfall
- Installed 90' of suction pipe into Benoits pond with help from electric department
- Camera and sewer jetting on Coulter, Keenan, Burnett and S. Jenkins
- Met with Midwest Cementitious Rehab on manholes to be lined and repaired
- Replaced key valve at 449 Coulter that was leaking
- Raised manhole at #5 Mayes Meadow to grade with risers
- Inspected sewer capping at 710 E. Lakeview
- Identified sewer break on service at Lot 56 Tidball's and notified owner
- Collected WET test samples and sent to Columbia for reporting
- Cleaned primary and secondary basins at Water Plant
- Flushed all fire hydrants for spring
- Changed manhole lid at Sunrise Circle to make water tight to stop infiltration
- Walked west sections of town to identify infiltration spots and check manholes for leaks
- Changed water service at 717 Rodemeyer (side valve)
- Replaced damaged service at 706 Countryland
- Flushed sewers in Hallsville (3 hours)
- Straightened meter jar and put to grade on Green / Lakeview
- Reset meter lid at 1249 Remington to stabilize
- Set gates and mowed at Overland Flow Fields
- Seeded and straw work at Stottlemeyer's from main break
- Checked water pressure at 906 Mystic Drive – ok
- Cut service line at 125 S. Columbia to make ready for demolition
- Flushed culverts for street department
- 23 disconnects for nonpayment
- 25 readings for office use
- Read all utility meters for office

BIDS ON 2" TRASH PUMP

NU WAY CONCRETE (JEFFERSON CITY)	- \$ 945.00
NORTHERN TOOLS	- \$ 1249.99
AMERICAN CLEANING SYSTEMS (COLUMBIA)	- \$ 1312.50
USA BLUEBOOK	- \$ 1469.95

ELECTRIC DEPT.
APRIL 2012 ACTIVITY REPORT

1. Hauled brush/grass as necessary from North St brush site
2. Mowed and weed eat at Wilson St Sub as necessary
3. Trimmed trees: 610 N. Columbia
4. Tree removals: 850 S. Jefferson
5. Repaired streetlights: 3 @ intersection of 22/124/151
6. Repaired security lights: 610 N. Columbia
7. Repaired Vac Trailer #83 latch on door
8. Disconnected service at 616 E. Head at weather head for service upgrade
9. Replaced pole 415 N. Rollins, transferred all lines, removed old pole
10. Miles/Leabrook - installed junctions in cabinet behind 9 Leabrook, installed cutouts and arresters on riser poles, dug 550 feet of trench in easement and installed three 2" conduits for electric, phone and CATV cables, backfilled, set pads and transformers behind 513 and 521 Miles, hung new transformer to feed 906 Booth and 455 Miles, switched feed to 906 Booth, terminated 8 elbow connectors, terminated six overhead terminators, energized transformer behind 513 Miles, pulled wire & connected new meter pedestal at 9 Leabrook
11. Assisted with installation of new suction pipe at Benoit's irrigation pond
12. Repaired dump bed handle on truck #34
13. Replaced streetlight pole at Rollins/Southgate
14. Replaced a phase-failure relay and two surge arresters at NW Lagoon pump house
15. Repaired two scoreboard controllers at East City Park
16. 125 S. Columbia - removed service for demolition
17. 902 Mystic Dr - pulled wire & connected new underground service
18. 329 N. Columbia - set new pole, transferred electric lines and transformer
19. 457 S. Adams - pulled wire & connected new underground service
20. 620 N. Allen - strung wire & connected new overhead service to garage
21. 11570 W. Rodney Griffin - pulled wire, moved transformer & connected new underground service, cut down old overhead service line
22. 1211/1213 Remington Dr - pulled wire & connected new underground service
23. De-energized pad mount transformer at 849 N. Hickman, customer removed trailer home
24. Storm damage on 4/29/12 - Replaced many fuses blown by lightning strikes, replaced three transformers damaged by lightning, spliced primary line that had fallen near former Saddle Saloon, replaced cutout and photo eye for streetlights along Hwy. 22, several streetlight fuses along Hwy. 124 overpass, one streetlight fixture along 124 overpass, transformer lightning arrester at United Credit Union ATM on Hwy. 22

STREET and SANITATION DEPARTMENT
April 2012 Activity Report

- 🚧 Daily trash collection
- 🚧 Weekly cardboard and bi-weekly curbside recycling
- 🚧 Dug out and patched back 1 cut on Howard Burton, 1 cut on Jefferson, 1 cut on Poage, 1 cut on Pratt, 1 bad area in alley behind BCNB, bad area on s. Jefferson, several rough spots on Switzler, and hole on landfill road
- 🚧 Sign maintenance
- 🚧 Swept streets
- 🚧 Added some dirt around inlet at 229 s. Collier
- 🚧 Met with resident at 415 s. Allen about drainage
- 🚧 Took out loaner dumpsters several times this month
- 🚧 Loaded 1 trailer and 1 truck with mulch
- 🚧 Finished dirt work and seeded and strawed around last sidewalk on Hickman
- 🚧 Cleaned up the street barn
- 🚧 Tilled, seeded and strawed along phase 1 of the miles ditch project
- 🚧 Hauled and spread 2 loads of rock on Ivy and bladed
- 🚧 Hauled and spread 3 loads of rock on Randolph and bladed
- 🚧 Hauled and spread 4 loads of rock on s. Columbia and bladed
- 🚧 Added rock and smoothed up several shoulders, alleys, and driveways
- 🚧 Put new battery in the loader
- 🚧 Assembled and delivered 4 trash carts
- 🚧 Bladed Campbell, landfill roads, shoulders
- 🚧 Cleaned up one of the pickup trucks
- 🚧 Repaired tailgate on pickup truck
- 🚧 Hauled off brush and leaves at drop site to the landfill several times this month
- 🚧 Spent several days removing sidewalk, curb and gutter, and old storm sewer on Singleton by Baptist Church, then dug and set 12' of 15" plastic pipe, and 105' of 12" plastic pipe, and built 2 storm drain inlets
- 🚧 Met with DNR and inspected old landfill on Fountain rd
- 🚧 Attended ADA meeting in Columbia
- 🚧 Hauled off 3 loads of plastic to Ryan Ent. in Millersburg and hauled back 3 loads of rock
- 🚧 Installed 5 new parking blocks in city lot on Allen st
- 🚧 Met with Jud Auck about installing culvert
- 🚧 Had the annual spring cleanup
- 🚧 Checked and worked on drainage around town several times
- 🚧 Dug out and added 7' of 15" metal culvert to driveway on Tarr for Jud Auck
- 🚧 Replaced broken fan belt on trash truck
- 🚧 Met with Richard Trask about culvert on Walnut
- 🚧 Met with Christensen, and Frech about crack sealing
- 🚧 Dug and set 120' of 18" plastic pipe and 2 inlets, and hauled in 4 loads of dirt to cover and smooth up for Bill Miller on Gano Chance
- 🚧 Pushed brush pit and piled compost at the landfill
- 🚧 Hauled 3 loads of rock and 3 loader buckets of rip-rap to repair road at landfill that washed out



304 Travis Court
Jefferson City, MO 65101
573-291-6567

April 30, 2012

VIA E-MAIL

City of Centralia
Attn: Mr. Lynn Behrns
14 S. Rollins
Centralia, Missouri 65240

Re: Surveying and Engineering for Jefferson Street and Switzler Street Reconstruction Agreement for Professional Services

Dear Mr. Behrns:

Thank you for selecting Luebbert Engineering and 4 Corners Surveying to provide professional services related to the reconstruction of portions of Jefferson Street and Switzler Street. A detailed description of our proposed services is provided in the Basic Services Summary below.

Our total compensation, including reimbursable expenses, for all of our services listed in the Basic Services Summary will not exceed **\$41,830.0** without prior written consent. Reimbursable expenses (out-of-pocket expenses such as printing, vehicle mileage, delivery charges, etc.) are not included in the \$41,830.00 above and will be billed at actual cost as they occur. This is for all planning, design and construction phase services. The approximate breakdown of costs for the phases is provided with the Basic Services Summary.

You will be invoiced monthly based on the number of hours expended toward completing the Basic Services. The hourly rate schedule is attached. All invoices are due and payable on receipt and will be considered past due if payment is not received within 30 days. Once invoices are past due, an interest charge will accrue to your account at the rate of one and one half percent (1½%) per month, and we will retain the right to cease work until satisfactory arrangements are made to settle the account.

We expect to begin our services promptly, after receipt of your acceptance of this proposal and notice to proceed, and complete our work, with all due diligence and in a timely manner. If there are protracted delays, for any reason, we will notify you immediately. You agree to provide all necessary information for the performance of our services within a reasonable time after it is requested and that Luebbert Engineering and 4 Corners Surveying will be given timely access to any information, as necessary, to complete the Basic Services.

The primary points of contact are listed below. Each of these contacts will receive all correspondence or notices regarding this project. The following indicates the preferred postal and email addresses as well as phone numbers for said contacts.

City of Centralia
April 30, 2012
Page 2

Luebbert Engineering

Christina Luebbert, P.E., CFM, LEED AP
304 Travis Court
Jefferson City, MO 65101
Phone: (573) 291-6567
E-mail: cluebbert6567@gmail.com

City of Centralia

Lynn Behrns, City Administrator
14 S. Rollins
Centralia, MO 65240
Phone: (573) 682-2139
Email: Lynn@Centraliamo.org

This agreement, along with the attached Basic Services Summary and Terms and Conditions (2 pages), represent the entire understanding between us in respect to this project. The Terms and Conditions detail many provisions affecting this agreement, including some that limit Luebbert Engineering's liability regarding the project. The Terms and Conditions should be read and understood before entering into this agreement. If, after your review, you are not in agreement with any provision contained in the Terms and Conditions, please contact us so that we may address your concern. Otherwise, if these documents satisfactorily set forth your understanding of our agreement, please sign the enclosed copy of this letter agreement in the space provided below and return it to us. This proposal is open for acceptance until June 30, 2012.

We appreciate this opportunity to provide you this proposal for our services and look forward to working with you on this project. If questions should arise after you review this proposal, please call the number listed above.

LUEBBERT ENGINEERING

By: Christina L. Luebbert
Christina L. Luebbert, P.E., CFM, LEED AP
Principal Engineer

Accepted this ___ day of _____, 2012.

CITY OF CENTRALIA, MO

BASIC SERVICES SUMMARY

Attached to and made a part of the Agreement for Professional Services dated April 23, 2012, by and between City of Centralia and Luebbert Engineering, in respect to Jefferson Street and Switzler Street projects.

SCOPE OF BASIC SERVICES

For the compensation outlined in this Agreement, Luebbert Engineering will perform the following professional services. Services not detailed within the Scope of Basic Services are specifically excluded from the scope of Luebbert Engineering and 4 Corners Surveying's work. Luebbert Engineering and 4 Corners Surveying assumes no responsibility to perform any services not specifically listed.

PHASE 1 – PLANNING/DESIGN/BIDDING (\$26,700):

Project Kickoff: Upon contract award, Luebbert Engineering and 4 Corners Surveying (hereafter referred to as "Design Team") will meet with City staff and representatives of impacted businesses to establish design criteria and initial areas of concern. We will complete a rapid field assessment of the project sites (Switzler and Jefferson Streets) to review specific issues including traffic control. (\$1,000)

Data Collection: The Design Team will then gather all surveying research available from the City and other public records to begin reconnaissance of the right-of-way limits. We will then proceed to collect field survey of the topography and right-of-way boundaries on alignment of both project routes. At this time, we understand that the City does not expect to acquire any additional right-of-way. (\$6000)

Preliminary Design: After the field data is collected and assembled within AutoCAD Land Desktop, the design team will prepare preliminary plans based on the requirements of the City and affected businesses. Initial plan and profile sheets will be prepared and reviewed with all parties (including the City, affected businesses and utility companies). Any project issues, including traffic control during construction, will be discussed and solutions identified and approved by the City prior to proceeding with final plan preparation. Once plans are 75% complete, a set will be forwarded to both adjacent railroads for their information. (\$9700)

Final Construction Documents: With initial approvals from the City, the team will verify that the right-of-way is sufficient and prepare descriptions for any easements required for the project. We will then prepare final construction plans and specifications for bidding purposes, including project quantities and project cost estimates. (\$8500)

Bidding Assistance: After final review and approval by the City, we will prepare and distribute bid packages to potential contractors. We will also assist with a pre-bid meeting, answer technical questions that may arise during the bidding and assist in evaluation of bids. (\$1500)

PHASE 2 – STAKING/INSPECTION/CONSTRUCTION ADMINISTRATION (\$15,200):

Construction Stakeout: After the City selects the contractor, we will coordinate construction staking. This will include placing stakes for all stormwater infrastructure as well as curb and gutter. This may include interim rough grade stakes after initial demolition. The stakes for each will be installed one time. Replacement of stakes is considered an additional service. (\$5600)

Inspection: Once construction begins, we will provide field inspection of construction. This will include at least one hour a day during operations to verify the what work has been completed, note any conditions affecting the contractor's schedule (ie. weather, etc.), address any in-field concerns, verify quality of workmanship and take necessary samples of concrete for testing during active pours. (\$5200)

Construction Administration: The design team will prepare monthly estimates for payment of the contractor. The design team will also be available to address any questions the contractor has about the execution of the plans throughout the construction phase. We will also promptly address any unforeseen conflicts with utilities or traffic control. At the completion of the project (or each phase as necessary), we will prepare the engineer's final report. (\$4400)

ADDITIONAL SERVICES

If agreed to by the client and Luebbert Engineering/4 Corners Surveying, we will provide Additional Services. Additional Services are those not included as part of the Basic Scope of Services and shall be paid for by the Client in addition to payment for Basic Services as agreed to by the client and Luebbert Engineering.

Luebbert Engineering Standard Terms and Conditions

Assignment. Neither party to this Agreement shall transfer, sublet or assign any rights or duties under or interest in this Agreement (including but not limited to monies that are due or monies that may be due) without the prior written consent of the other party. Subcontracting to subconsultants normally contemplated by LUEBBERT ENGINEERING shall not be considered an assignment for purposes of this Agreement. "Agreement" means the attached Agreement for Professional Services, the attached Basic Services Summary, any approved Professional Services Change Order(s) and these Standard Terms and Conditions.

Betterment. If a required item or component of the Client's project should be omitted from LUEBBERT ENGINEERING's construction documents, LUEBBERT ENGINEERING shall not be responsible for paying the cost required to add such item or component to the extent that such item or component would have been required and included in the original construction documents. In no event will LUEBBERT ENGINEERING be responsible for any cost or expense that provides betterment or upgrades or enhances the value of the Client's project.

Billing and Payment. Invoices submitted by LUEBBERT ENGINEERING are due upon presentation and shall be considered PAST DUE if not paid within thirty (30) calendar days of the invoice date. If payment is not received by LUEBBERT ENGINEERING within thirty (30) calendar days of the invoice date, invoices shall bear interest at one-and-one-half (1.5) percent (or the maximum allowable by law, whichever is less) of the PAST DUE amount per month, which shall be calculated from the invoice due date. Payment thereafter shall first be applied to accrued interest and then to the unpaid principal. If LUEBBERT ENGINEERING incurs any costs in order to collect overdue sums from the Client, the Client agrees that all such collection costs incurred shall immediately become due and payable to LUEBBERT ENGINEERING. Collection costs shall include, without limitation, legal fees, collection agency fees and expenses, court costs, collection bonds and reasonable LUEBBERT ENGINEERING staff costs at standard billing rates for LUEBBERT ENGINEERING's time spent in efforts to collect. This obligation of the Client to pay collection costs shall survive the term of this Agreement or any earlier termination by either party.

Certificate of Merit. The Client shall make no claim for professional negligence and/or errors or omissions, either directly or by way of a cross complaint against LUEBBERT ENGINEERING unless the Client has first provided LUEBBERT ENGINEERING with a written certification executed by an independent consultant practicing in the same discipline as LUEBBERT ENGINEERING and licensed in the State of Missouri. This certification shall: a) contain the name and license number of the certifier; b) specify the acts or omissions that the certifier contends are not in conformance with the standard of care for a consultant performing professional services under similar circumstances; and c) state in detail the basis for the certifier's opinion that such acts or omissions do not conform to the standard of care. This certificate shall be provided to LUEBBERT ENGINEERING not less than thirty (30) calendar days prior to the filing of any civil

litigation. This Certificate of Merit clause will take precedence over any existing state law in force at the time of the claim.

Certifications. LUEBBERT ENGINEERING shall not be required to sign any certifications or documents, no matter by whom requested, that would result in LUEBBERT ENGINEERING's having to certify, guarantee or warrant the existence of conditions whose existence LUEBBERT ENGINEERING cannot ascertain and, within the scope of LUEBBERT ENGINEERING's Basic Services, as outlined in this Agreement, have not been and could not be ascertained. Client agrees not to make resolution of any dispute with LUEBBERT ENGINEERING or payment of any amount due to LUEBBERT ENGINEERING in any way contingent upon LUEBBERT ENGINEERING's signing any such certification.

Changed Conditions. If, during the term of this Agreement, circumstances or conditions that were not originally contemplated by or known to LUEBBERT ENGINEERING are revealed, to the extent that they affect the scope of services, compensation, schedule, allocation of risks or other material terms of this Agreement, LUEBBERT ENGINEERING may call for renegotiation of appropriate portions of this Agreement. LUEBBERT ENGINEERING shall notify the Client of the changed conditions necessitating renegotiation, and LUEBBERT ENGINEERING and the Client shall promptly and in good faith enter into renegotiation of this Agreement to address the changed conditions. If terms cannot be agreed to, the parties agree that either party has the absolute right to terminate this Agreement in accordance with the Termination provision hereof.

Consequential Damages. Notwithstanding any other provision of the Agreement, and to the fullest extent permitted by law, neither party, their respective officers, directors, partners, employees, contractors or subconsultants shall be liable to the other or shall make any claim for any incidental, indirect or consequential damages incurred due to the fault of the other party, regardless of the nature of this fault or whether it was committed by the Client or LUEBBERT ENGINEERING, their employees, agents, subconsultants, or subcontractors. Consequential damages include, but are not limited to, loss of use, loss of income, loss of profit, loss of business and/or loss of reputation.

Construction Means and Safety. If this Agreement provides for any construction phase services by LUEBBERT ENGINEERING, it is understood it is the Client's contractor(s), not LUEBBERT ENGINEERING, who is responsible for the construction of the Project, and that LUEBBERT ENGINEERING is not responsible for the acts or omissions of any contractor, subcontractor, or material supplier; for safety precautions, programs, or enforcement; or for construction means, methods, techniques, sequences, and procedures used by anyone working on the Project.

Covenant Not To Sue. Because there are inherent differences in recalling or preserving information after an engagement is completed, Client and LUEBBERT ENGINEERING mutually agree and covenant that, notwithstanding any statute of limitation in effect and applicable to the contrary, neither party will file any claim based on this Agreement and/or the services provided under this Agreement

more than 12 months after the discovery of the issue of concern. However, this may not be more than 36 months after the last day LUEBBERT ENGINEERING performs services under this Agreement. Client and LUEBBERT ENGINEERING agree that this covenant not to sue applies to any claim either party may have, including but not limited to claims based in contract, common law, or warranty, and applies to claims which may not be known to exist until more than 36 months after the last day LUEBBERT ENGINEERING performs services under this Agreement.

Dispute Resolution. In the event of a dispute arising out of or relating to this Agreement or the services rendered hereunder, the Client and LUEBBERT ENGINEERING agree to attempt to resolve such disputes as follows. First, the parties agree to attempt to resolve any dispute through direct negotiations between the appropriate representatives of each party. Second, if such negotiations are not fully successful, the parties agree to attempt to resolve any remaining dispute by formal nonbinding mediation conducted in accordance with rules and procedures to be agreed upon by the parties. If any dispute or issue remains unresolved after the above steps, only then may either party initiate civil litigation.

Governing Law and Exclusive Forum. The laws of the State of Missouri will govern the validity of this Agreement, its interpretation and performance, regardless of choice of law rules. Any litigation arising from this Agreement must be brought in the District Court of Cole County, Missouri.

Limitation of Liability. To the fullest extent permitted by law, Client agrees that the total liability, in the aggregate, of LUEBBERT ENGINEERING and LUEBBERT ENGINEERING's officers, directors, stockholders, employees, agents and subconsultants, to the Client, its subsidiary and/or affiliated companies and their respective officers, directors, employees, agents and anyone claiming by, through, or under Client, for any and all injuries, claims, losses, expenses, damages whatsoever arising out of, resulting from or in any way relating to LUEBBERT ENGINEERING's services, as outlined in the Basic Services Summary of this Agreement or any Additional Services approved under this Agreement, from any cause or causes, shall be limited to two hundred percent (200%) of the total amount of compensation received by LUEBBERT ENGINEERING under this Agreement.

If this Agreement does not provide for any on-site construction phase services, such as construction staking and/or construction observation, the Client acknowledges there is an increased risk of construction disputes and a lessened assurance that the Project will be constructed in conformance with the construction documents. Therefore, if the Client elects to undertake construction without retaining LUEBBERT ENGINEERING for any on-site construction phase services, the limits of LUEBBERT ENGINEERING's liability related to services outlined in the Basic Services Summary of this Agreement, or any Additional Services approved under this Agreement, shall be limited to 50% of the total amount of compensation received by LUEBBERT ENGINEERING under this Agreement.

Non-Solicitation. LUEBBERT ENGINEERING and the Client each agree not to directly employ or solicit for employment any employee of the other party or to otherwise encourage any change of employment for the entirety of this Agreement and for one year after the expiration of this Agreement or any addendums. If either party elects to break this non-solicitation provision, said party agrees to pay \$50,000 to the party of original employ.

Opinions of Probable Cost. In providing any opinions of probable construction cost, the Client understands that LUEBBERT ENGINEERING has no control over the cost or availability of labor, equipment or materials, or over market conditions or any contractor's method of pricing, and that LUEBBERT ENGINEERING's opinions of probable construction costs are made on the basis of LUEBBERT ENGINEERING's professional judgment and experience. LUEBBERT ENGINEERING makes no warranty, express or implied, that the bids or the negotiated cost of the Work will not vary from LUEBBERT ENGINEERING's opinion of probable construction cost.

Ownership and Reuse of Documents. All reports, drawings, specifications, electronic computer files (of any format), field data, notes and other documents and instruments prepared by LUEBBERT ENGINEERING as instruments of services shall remain the property of LUEBBERT ENGINEERING who shall retain all common law, statutory and other reserved rights, including, without limitation, the copyrights thereto. LUEBBERT ENGINEERING grants Client a license to use signed and sealed hard copies of instruments of services for the purpose of constructing, occupying, and maintaining elements of the project depicted therein. Reuse or modification of any such instruments, without LUEBBERT ENGINEERING's written permission, shall be at Client's sole risk and Client agrees to indemnify and hold LUEBBERT ENGINEERING harmless from all claims, damages, and expenses, including attorney's fees, arising out of such reuse by Client or by others acting through Client. Upon request of the Client, LUEBBERT ENGINEERING will grant a license, to the Client or to other parties whom the Client approves, to use instruments of service which consist of electronic computer files. Before granting this license and transferring any electronic data, the receiving party will be required to execute a separate agreement with LUEBBERT ENGINEERING which releases LUEBBERT ENGINEERING of all liability related to the use and/or reuse of electronic instruments of service by others.

Termination. Client or LUEBBERT ENGINEERING may terminate this Agreement with seven (7) days prior written notice to the other party for convenience or cause. LUEBBERT ENGINEERING shall have no liability whatsoever to the Client for any costs or damages as a result of suspension caused by any breach of this Agreement by the Client. If this Agreement is terminated by either Client or LUEBBERT ENGINEERING, Client shall pay LUEBBERT ENGINEERING within thirty (30) day of termination for all services rendered and all costs incurred to the date of termination.

Work in Progress. It is agreed and understood that any work performed by LUEBBERT ENGINEERING shall not be deemed complete, nor may it be relied upon as complete, until delivery of the signed and sealed product. Prior to final completion, any information generated by LUEBBERT ENGINEERING, regardless of format (including survey stakes and monuments in the field) shall all be considered as preliminary and subject to revision. LUEBBERT ENGINEERING cannot guarantee the suitability of this information for any party's purposes (including selection of contractors or programming of construction costs) and shall have not liability or responsibility whatsoever for the use of such preliminary information by the Client or others.

LUEBBERT ENGINEERING/4 CORNERS SURVEYING FEE SCHEDULE

Professional Engineer = \$100.00/hour

Professional Land Surveyor = \$65.00/hour

Two-Person Crew = \$95.00/hour

Technician = \$50.00/hour

All expenses to be billed at cost.

Dated: May 1, 2012

Christensen Construction Co.

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

Phone: 573-814-3308 – Fax 573-814-0403

PROPOSAL SUBMITTED TO	DATE	
CITY OF CENTRALIA	APRIL 26, 2012	
STREET	JOB NAME	
114 SOUTH ROLLINS	CRACKFILLING OF CITY STREETS	
CITY, STATE AND ZIP CODE	JOB LOCATION	
CENTRALIA, MO 65240		
CONTACT PERSON	PHONE	FAX
PHIL HOFFMAN	682-2137 SHOP	
publicworks@centraliamo.org	682-2139 CITY HALL	682-5956

We hereby submit specifications and estimates for:

PROJECT: CRACKFILLING OF CITY STREETS

EQUIPMENT, 1 OPERATOR AND 1 LABORER – PREVAILING WAGE
\$225/HR

CRACKFILLING MATERIAL – **\$30/BOX**

We propose to furnish material and labor – complete in accordance with above specifications, for the sum of:

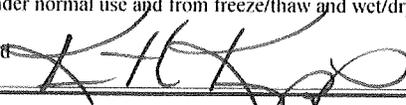
SEE ABOVE FOR PRICING

Payment to be made as follows:

PAYMENT DUE IN FULL UPON COMPLETION

All material is guaranteed to be as specified. All work to be completed in a workmanlike manner according to standard practices. Any alteration or deviation from above specifications involving extra cost will be executed only upon written change orders, and will become an extra charge over and above the estimate. All agreements contingent upon strikes, accidents, or delays beyond our control. Owner to carry fire and necessary insurance. Our workers are fully covered by Workmen's Compensation Insurance. Christensen Construction Company will not be responsible for reflective cracking. Asphalt is a wearing surface and may crack in time under normal use and from freeze/thaw and wet/dry conditions, these conditions are beyond our control and Christensen Construction will not be responsible.

Authorized
Signature



This proposal may be
 withdrawn by us if not accepted within **15** days.

ACCEPTANCE OF PROPOSAL

The above prices, specifications and conditions are satisfactory and are hereby accepted. You are authorized to do the work as specified. Payment will be made as outlined above.

Signature _____

Date of acceptance _____

FRECH Paving

CENTRAL MISSOURI'S OLDEST PAVING COMPANY

5517 O'Neal Road, Columbia, MO 65202
Phone (573) 474-7563 Fax (573) 443-3618

Quote To: City of Centralia
Address:

Job Name: Crack Sealing
Date of Plans: N/A
Job Location: Centralia, MO
Engineering: N/A

Phone: 573-682-2137

Fax:

E-Mail: PUBLICWORKS@CENTRALIAMO.ORG

STATE CERTIFIED WBE#W03584

DESCRIPTION- Proposal for the above project	QUANTITY	UNIT	UNIT PRICE	AMOUNT
Clean and seal cracks on Prevailing wage rate	1.00	HR	\$ 420.000	\$420.00
or				
Clean and seal cracks on Non-Prevailing wage rate	1.00	HR	\$ 320.000	\$320.00
One mobilization allowed for				
All cracks to be cleaned and filled with hot pour sealant				
No alligatored cracks allowed for				
TOTAL				

If you agree to these terms and conditions (pages 1 & 2) and are authorizing Frech Paving Company to proceed with this project, please sign on the following line and return a copy to Frech Paving Company

_____ Date: _____

An authorized person of Frech Paving Company has also signed binding these terms for this project.

Tyler Rawlings Date: 4/25/2012

This proposal may be withdrawn by us if not accepted within 30 days