



SPECIAL MEETING OF THE CITY COUNCIL  
CITY OF UNIVERSITY CITY  
**VIA VIDEOCONFERENCE**  
**Monday, August 22, 2022**  
**5:30 p.m.**

**IMPORTANT NOTICE REGARDING**  
**PUBLIC ACCESS TO THE CITY COUNCIL MEETING & PARTICIPATION**

**City Council will Meet Electronically on August 22, 2022**

Due to the ongoing efforts to limit the spread of the COVID-19 virus, the August 22, 2022 meeting will be conducted via videoconference.

**Observe and/or Listen to the Meeting** (your options to join the meeting are below):

**Webinar** via the link below:

<https://us02web.zoom.us/j/88284238885?pwd=MVR1Y2VocXNHZjZENFh0UkhXUHdlZz09>

Passcode: 222775

**Live Stream via YouTube:**

[https://www.youtube.com/channel/UCyN1EJ\\_-Q22918E9EZimWoQ](https://www.youtube.com/channel/UCyN1EJ_-Q22918E9EZimWoQ)

**Audio Only Call**

Or iPhone one-tap :

US: +13017158592,,88284238885# or +13092053325,,88284238885#

Or Telephone:

US: +1 301 715 8592 or +1 309 205 3325 or +1 312 626 6799 or +1 646 931 3860 or  
888 788 0099 (Toll Free) or 877 853 5247 (Toll Free)

Webinar ID: 882 8423 8885

International numbers available: <https://us02web.zoom.us/j/88284238885>

**Citizen Participation and/or Public Hearing Comments:**

Those who wish to provide a comment during the "Citizen Participation" portion as indicated on the City Council agenda; may provide written comments to the City Clerk ahead of the meeting.

ALL written comments must be received **no later than 12:00 p.m. the day of the meeting**. Comments may be sent via email to: [councilcomments@ucitymo.org](mailto:councilcomments@ucitymo.org), or mailed to the City Hall – 6801 Delmar Blvd. – Attention City Clerk. Such comments will be provided to City Council prior to the meeting. Comments will be made a part of the official record and made accessible to the public online following the meeting.

Please note, when submitting your comments, a **name and address must be provided**. Please also note if your comment is on an agenda or non-agenda item. If a name and address are not provided, the provided comment will not be recorded in the official record.

The City apologizes for any inconvenience the meeting format change may pose to individuals, but it is extremely important that extra measures be taken to protect employees, residents, and elected officials during these challenging times.



SPECIAL MEETING OF THE CITY COUNCIL  
CITY OF UNIVERSITY CITY  
**VIA VIDEOCONFERENCE**  
Monday, August 22, 2022  
5:30 p.m.

- A. MEETING CALLED TO ORDER
- B. ROLL CALL
- C. APPROVAL OF AGENDA
- D. PROCLAMATIONS - none
- E. APPROVAL OF MINUTES – none
- F. APPOINTMENTS to BOARDS AND COMMISSIONS
- G. SWEARING IN TO BOARDS AND COMMISSIONS - none

H. CITIZEN PARTICIPATION

**Procedures for submitting comments for Citizen Participation and Public Hearings:**

ALL written comments must be received **no later than 12:00 p.m. the day of the meeting.** Comments may be sent via email to: [councilcomments@ucitymo.org](mailto:councilcomments@ucitymo.org), or mailed to the City Hall – 6801 Delmar Blvd. – Attention City Clerk. Such comments will be provided to City Council prior to the meeting. Comments will be made a part of the official record and made accessible to the public online following the meeting.

Please note, when submitting your comments, a **name and address must be provided.** Please also note if your comment is on an agenda or non-agenda item. If a name and address are not provided, the provided comment will not be recorded in the official record.

- I. PUBLIC HEARINGS - none
- J. CONSENT AGENDA
  - 1. Canton Phase II Engineering Services Contract
  - 2. Ratification of Emergency Purchases due to Flooding (2<sup>nd</sup>)

K. CITY MANAGER’S REPORT (*vote required*) - none

L. UNFINISHED BUSINESS - none

M. NEW BUSINESS - none

N. COUNCIL REPORTS/BUSINESS

- 1. Boards and Commission appointments needed
- 2. Council liaison reports on Boards and Commissions
- 3. Boards, Commissions and Task Force minutes
- 4. Other Discussions/Business

O. COUNCIL COMMENTS

P. ADJOURNMENT

Posted 18<sup>th</sup> day of August 2022.

CITY OF UNIVERSITY CITY COUNCIL MEETING

AGENDA ITEM



NUMBER: <i>For City Clerk Use</i>	CA20220822-01
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SUBJECT/TITLE:  
Canton Phase II Engineering Services Contract

REQUESTED BY: Darren Dunkle	DEPARTMENT / WARD Public Works Ward 3
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AGENDA SECTION: Consent	CAN ITEM BE RESCHEDULED? no
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CITY MANAGER'S RECOMMENDATION OR RECOMMENDED MOTION:  
Move to approve the agreement with EFK Moen, LLC and authorizes the City Manager to execute the contract contained in Council's packet.

FISCAL IMPACT:  
\$173,249.51 (City Share - \$34,649.90; Federal Share \$138,599.61.)

AMOUNT: \$173,249.51	ACCOUNT No.: 12-40-90-8080
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FROM FUND:	TO FUND:
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EXPLANATION:  
Seven consulting firms submitted a letter of interest and qualifications to perform the engineering design services for the Canton Ave. Phase II project. However, after a review of staff, it was determined that EFK Moen was the best suited consultant for the project.

STAFF COMMENTS AND BACKGROUND INFORMATION:  
The City of University City has been granted a Surface Transportation Program Grant to improve infrastructure on select areas of Canton Ave. (Midland Blvd. to Pennsylvania Ave.). A request for qualifications was sent to potential consultant companies to provide design and construction engineering services. The City of University City encouraged several firms to submit their qualifications, history of work completed, etc. for the project.

CIP No.	PWST23/24-02
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RELATED ITEMS / ATTACHMENTS:  
1. Contract  
2. Attachment A  
3. Attachment B  
4. SOQ Evaluation

LIST CITY COUNCIL GOALS (S):

RESPECTFULLY SUBMITTED: Gregory Rose, City Manager	MEETING DATE: August 22, 2022
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**SPONSOR:** City of University City  
**LOCATION:** Canton Ave. from Midland Blvd. to Pennsylvania Ave.  
**PROJECT:** Canton Avenue Phase II - STP 5402(619)

*THIS CONTRACT* is between *City of University City*, Missouri, hereinafter referred to as the "Local Agency", and *EFK Moen, LLC* (13523 Barrett Parkway, Suite 250, St. Louis MO 63021), hereinafter referred to as the "Engineer".

*INASMUCH* as funds have been made available by the Federal Highway Administration through its *Surface Transportation Block Grant Program (STP-S)*, coordinated through the Missouri Department of Transportation, the Local Agency intends to *include pavement and sidewalk improvements* 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**

“See Attachment A” here under this article.

**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 16%.
- B. DBE Participation Obtained by Engineer: The Engineer has obtained DBE participation, and agrees to use DBE firms to complete, 100% 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:

<u>DBE FIRM NAME, STREET AND COMPLETE MAILING ADDRESS</u>	<u>TYPE OF DBE SERVICE</u>	<u>TOTAL \$ VALUE OF THE DBE SUBCONTRACT</u>	<u>CONTRACT \$ AMOUNT TO APPLY TO TOTAL DBE GOAL</u>	<u>PERCENTAGE OF SUBCONTRACT DOLLAR VALUE APPLICABLE TO TOTAL GOAL</u>
EFK Moen	Survey & Design Services	N/A	N/A	N/A

### **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 **August 1, 2024**
- 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 **\$21,135.03**, with a ceiling established for said design services in the amount of **\$173,249.51**, which amount shall not be exceeded.
- B. 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.
- C. Actual costs in Sections A 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 **157.95%** 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 **0.11%** 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:



<b>Sub-Consultant Name</b>	<b>Address</b>	<b>Services</b>
N/A		

**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 4<sup>th</sup> day of August, 2022.

Executed by the County/City this \_\_\_ day of \_\_\_\_\_, 2022.

**FOR:** \_\_\_\_\_ COUNTY/CITY, MISSOURI  
County Commission

**BY:** \_\_\_\_\_  
Presiding Commissioner

**ATTEST:** \_\_\_\_\_  
County Clerk

**FOR:** EFK Moen, LLC, INC.

**BY:** Linda Moen  
Title 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.

\_\_\_\_\_  
COUNTY ACCOUNTING OFFICER  
COUNTY AUDITOR - 1st and 2nd Class Counties  
COUNTY CLERK - 3rd and 4th Class Counties

**ATTACHMENT A**

**Scope of Services**

**SECTION 1 SCOPE OF UNDERSTANDING**

University City has secured STP funding for a road and sidewalk improvement project on Canton Ave. from Midland Blvd. to Pennsylvania Ave. This project includes the replacement of street pavement, curb ramps, sidewalk and the construction of new cross walks where none are currently provided. The area is residential with Rabe Park located at the west end at the northeast corner of Midland Blvd & Canton Ave. A short stretch of Canton Ave. is owned and maintained by Pagedale.

Midland Blvd. and Pennsylvania Ave. are St. Louis County maintained roads. No improvements are planned at the intersection with Midland Blvd. and minor improvements are planned at Pennsylvania Ave. to the west side curb ramps. Permits and reviews from the County are expected.

A review/approval by MSD will be required. A "Permit Required" determination by MSD is expected, since the improvements will potentially disturb more than 1 acre and will affect multiple storm sewer inlets & manholes. Minor adjustments to structure tops are all that is expected.

Since the project has federal funds, MoDOT review and oversight will be required through the LPA process.

There are approximately 76 parcels that are adjacent to the sidewalks within the project limits. There are approximately 43 parcels with driveways that connect along the project route, with approximately 36 driveways that the existing or proposed sidewalk crosses within the project limits. No new right of way or permanent sidewalk easement is expected. All improvements are planned to be constructed within current right of way. Driveway reconstruction is expected to be necessary as current sidewalk and driveways appear to be non-compliant. Temporary construction easements will be necessary in order to reconstruct driveways and sidewalk.

Because the proposed improvements will be limited to reconstructing existing street pavement and sidewalk facilities, with no changes to profile grade, no underground utility conflicts are expected. Above ground utilities may need to be adjusted due to widening or adding sidewalks.

**SECTION 2 SCOPE OF ENGINEERING SERVICES**

## GENERAL

The following are the design criteria to be used for this project up to the right of way plan phase:

1. MoDOT Engineering Policy Guide (EPG).
2. MoDOT Standard Specifications for Highway Construction.
3. All traffic control signing and pavement markings shall meet the provisions of the "Manual on Uniform Traffic Control Devices" published by the U.S. Department of Transportation.

**ITEM I – Preliminary Design Phase**

## A. Surveys and Data Collection

The surveys to be performed by the CONSULTANT are:

1. Existing right-of-way and property lines determined based on the location of existing survey monumentation and record information obtained at the St. Louis County Courthouse (establish approximate existing right of way line and property lines for 43 parcels using assessor maps).
2. Establish at 50 foot intervals the stationing of the existing pavement.
3. All topographic information between the existing edge of pavement/back of curb and right of way line along each side of the roads.
4. Location of existing driveways in their entirety.
5. Existing utility locations based on above ground utility appurtenances, information shown on utility company facility maps, and marking made in the field by dig-rite.
6. Existing storm drainage and sanitary sewer information will be located. Top/Sill elevations will be surveyed and only flowlines for structures that may potentially be relocated or adjusted will be surveyed.
7. Property research, Recorded deeds and record plats will not be obtained. Property information will be obtained solely from assessor data.

## B. Preliminary Design

1. Cover sheet with location map, sheet index and legend of symbols.
2. Preliminary plan sheets at a scale of 1"=20, showing all survey data, topography, existing utilities, proposed improvements, preliminary construction limits.
3. Typical sidewalk sections. Typical sidewalk section: 5' wide, 4" Non-reinforced PCCP on a prepared subsurface. 6' wide for sidewalk located



along back of curb line. ADA/Curb Ramp Detail sheets and Roadway Cross Sections.

4. A copy of the preliminary engineer's opinion of probable construction costs.
  5. No soil surveys or subsurface investigations are included in this scope of services.
  6. No structural retaining walls or landscaping designs are included in this scope of services.
- C. Public Involvement
1. Since this is a repair/reconstruction project and easements are anticipated, there will be a public meeting after preliminary plan design. Meeting coordination (Advertisement, details, schedule, & location) will be arranged by the CITY. The CONSULTANT will be present to engage with the public and answer questions. The CONSULTANT will also provide a stripmap of the project details for display.
- D. Preliminary Plan Submittals
1. The CONSULTANT will submit a PDF set of the plans and estimate to the CITY for review.

## **ITEM II - Right Of Way Design Phase**

- A. No right of way or permanent easements are anticipated. Temporary easements are anticipated.
- B. Right of Way Design
1. Cover sheet with location map, sheet index and legend of symbols.
  2. Right of Way plan sheets at a scale of 1"=20, showing all survey data, topography, existing utilities, proposed improvements, proposed easements, and construction limits. Driveway locations, showing their width, grade, and type, on the plans. Plans will provide easement and property information as required by MoDOT's LPA section of the EPG.
  3. Typical sidewalk sections. Typical sidewalk section: 5' wide, 4" Non-reinforced PCCP on a prepared subsurface. 6' wide for sidewalk located along back of curb line.
  4. Written Legal Descriptions for properties requiring temporary construction easements or permanent easements. Assume 30 parcels maximum. No plats will be provided.
  5. A copy of the Right of Way engineer's opinion of probable construction cost.

6. Stormwater profile sheets will not be required for the Right of Way Plans.
  7. No condemnation or property corner staking is included in this scope of work.
- C. Public Involvement
1. There will be a public meeting after Right of Way plan design. Meeting coordination (Advertisement, details, schedule, & location) will be arranged by the CITY. The CONSULTANT will be present to engage with the public and answer questions. The CONSULTANT will also provide a stripmap of the project details for display.
- D. Right of Way Plan Submittals
1. The CONSULTANT will submit a PDF set of the plans and estimate to the CITY for review.

### **ITEM III – Final Design Phase**

#### **A. FINAL CONSTRUCTION PLANS AND SPECIFICATIONS**

After receipt of approval of the right of way plans from the CITY, the CONSULTANT shall prepare the final design. The final design shall include at least the following:

1. Cover sheet with location map, sheet index and legend of symbols.
2. Summary of Quantities sheet(s).
3. Plan sheets showing existing topography, the proposed improvements, and all other items included in the Right of Way design plans and all review comments from the CITY.
4. Typical roadway sections including driveway and sidewalk details. Curb ramp detail sheets depicting typical grades. Spot grades only as needed when design intent cannot be shown using typical details/sections.
5. Pavement marking and signing shall be shown on the plan sheets that meet the provisions of the “Manual on Uniform Traffic Control Devices” published by the U.S. Department of Transportation. Pavement marking and signs shall include cross walks as well as relocation of existing signs as needed and pavement marking modifications as needed (i.e. relocation of existing crosswalks).
6. Erosion Control Plans
7. Traffic Control Detail Sheet(s)
8. A complete set of job specific provisions.

9. A complete bid book, including tabulation of bid quantities and prevailing wage rates. The CITY contract document specification template (meeting all MoDOT LPA requirements) shall be utilized, with MoDOT approval.
  10. A copy of the final engineer's opinion of probable construction cost.
  11. Attend Pre-Construction meeting
  12. Review contractor submitted show drawings.
- B. Final Plans, Specification and Estimate (PS&E) Submittal
1. The CONSULTANT will a sealed PDF set of the full-size plans, bid book (with sealed JSPs) and estimate to the CITY for review.
  2. The CONSULTANT will submit final CAD drawings in Microstation format to the CITY.

#### **ITEM IV – Construction Administration**

1. No construction phase services are included.

#### **SECTION 3 SERVICES PROVIDED BY THE CITY**

- A. The CITY will provide available information of record to the CONSULTANT. In addition, the following specific items will be furnished or performed by the CITY:
1. Make available all information pertaining to the project which may be in the possession of the CITY.
  2. Provide the CONSULTANT with the CITY's requirements for the project;
  3. Examine all studies and layouts developed by the CONSULTANT and render decisions thereon in a prompt manner.
  4. Submit plans to MoDOT and provide MoDOT's comments to the CONSULTANT.
  5. Submit plans to St. Louis County and provide the County's comments to the CONSULTANT.
  6. Procure title commitments.
  7. Right of way appraisals and acquisition of the necessary right of way by negotiation or condemnation, if necessary, for construction of this project.
  8. Designate a person in the CITY's employ to act as CITY's representative under this contract, such person to have authority to transmit instructions, interpret the CITY's policies and render decisions with respect to matters covered by this agreement.

**SECTION 4 SERVICES EXCLUDED FROM THE CONTRACT**

- A. The following will not be provided by the CONSULTANT.
1. Geotechnical investigations
  2. Construction services
  3. Material Testing services
  4. Review of utility permits submitted to the City.
  5. Right of Way acquisition services, including appraisals or condemnation
  6. Any services related to public meetings or public hearings
  7. Fees required for approvals or permits
  8. Reestablishing existing property corners which may have been damaged, removed, or not found for this project
  9. Traffic analysis, modeling, or collection of traffic counts
  10. Aesthetics enhancements
  11. Sanitary sewer or water design
  12. Subsurface utility engineering and Utility Agreements
  13. NEPA public meetings
  14. Noise analysis report
  15. Project Level Carbon Monoxide (CO) analysis
  16. Archeological or Architectural Surveys

**SECTION 5 ESTIMATED PROJECT SCHEDULE**

<b>Activity</b>	<b>Start Date</b>	<b>Finish Date</b>	<b>Time Frame (Months)</b>
Contract to Council	8/22/2022	-	-
Engineering Services Contract to MoDOT	8/29/2022	9/2022	1
<b>Milestone:</b> ESC approved	9/30/2022	-	1
Project Kick-Off/NTP	10/2022	-	-
Topo Survey for Plans	10/2022	11/2022	2
Develop and submit preliminary plans	12/2022	2/2023	3
Preliminary public meeting/hearing (by city)	2/2023	-	-
Preliminary plans approved	2/2023	3/2023	2
Develop and submit ROW plans	4/2023	5/2023	2
ROW public meeting/hearing (by city)	6/2023	-	-
ROW plans approved	6/2023	7/2023	2
<b>Milestone:</b> Submit and receive approval for NTP for ROW acquisition (A-Date)	7/2023	8/2023	2
ROW Acquisition (by city)	8/2023	2/2024	6
Utility coordination	12/2022	2/2024	14
Develop and submit PS&E	2/2024	4/2024	3
<b>Milestone:</b> Submit and receive approval of PS&E/advertise for bids	5/2024	6/2024	2
Submit and receive bids for review and approval	8/2024	10/2024	3
Project implementation/construction	11/2024	6/2025	7

**ATTACHMENT B**  
**ESTIMATE OF COST**

Project Name: **Canton Avenue**  
 Sponsor: **University City**  
 Project Number: **STP 5402 (619)**

<b>Design Phase</b>	<b>Hours</b>	<b>Cost</b>
Surveying	341	\$ 15,108.85
Preliminary Design	291	\$ 14,301.53
Right of Way Design	152	\$ 8,524.38
Utility Coordination	99	\$ 5,210.97
Final Design	322	\$ 15,354.03
<b>Total Design Hours</b>	<b>1,205</b>	<b>\$58,499.76</b>
	Overhead	158.06% \$92,464.72
	<b>Subtotal</b>	<b>\$150,964.48</b>
	Fixed Fee	14.00% \$21,135.03
	<b>Subtotal</b>	<b>\$172,099.51</b>
<b>Other Direct Costs</b>		
Mileage	35 Survey/Design Site Visits of 40 miles at \$0.625 per mile	\$875.00
Research	Utility Maps, Deeds, Plats	\$275.00
	<b>Subtotal</b>	<b>\$1,150.00</b>
		<b>Contract Ceiling \$173,249.51</b>

EFK♦Moen, LLC

Canton Avenue  
University City  
STP 5402 (619)

## Surveying

## Hours

Task Description	Surveying Manager	Survey Technician	Senior Survey Crew Chief	Instrument Operator	Total Hours	Total Cost
	\$ 75.25	\$ 34.21	\$ 40.55	\$ 27.82		
<b>Survey</b>						
Establish Project Control (NAD83/NAVD88)	1		4	4	9	\$ 348.73
Perform Topographic Survey			68	68	136	\$ 4,649.16
Search for and Locate Boundary Control			6	6	12	\$ 410.22
Utility Research		6			6	\$ 205.26
Staking for utility potholes		2	8	8		\$ 615.38
Property Research	24	24			48	\$ 2,627.04
Resolve Property Lines and Right of Way Lines	8	8			16	\$ 875.68
Review title commitments	15	15			30	\$ 1,641.90
Deed Descriptions for TCE, 30						
Total	15	15			30	\$ 1,641.90
Mapping and Drafting		48			48	\$ 1,642.08
QA/QC	6				6	\$ 451.50
<b>Total Hours</b>	<b>69</b>	<b>118</b>	<b>86</b>	<b>86</b>	<b>341</b>	
<b>Total Cost</b>	<b>\$ 5,192.25</b>	<b>\$ 4,036.78</b>	<b>\$ 3,487.30</b>	<b>\$ 2,392.52</b>		<b>\$15,108.85</b>



EFK♦Moen, LLC

Canton Avenue  
University City  
STP 5402 (619)

Preliminary Design

Hours

Task Description	Senior Project Manager	Project Engineer	Design Technician	Administrative /Clerical	Total Hours	Total Cost
	\$ 72.24	\$ 54.59	\$ 39.71	\$ 32.40		
Project Admin, Invoices, Status Reports	8			8	16	\$ 837.12
Kickoff Meeting	2	2			4	\$ 253.66
ADA Compliance Audit Plans		12	12		24	\$ 1,131.60
Title Sheet		1	3		4	\$ 173.72
Typical Sections and ADA Details		2	8		10	\$ 426.86
Roadway Cross sections		64	8		72	\$ 3,811.44
Plan Sheets, 8 Sheets Anticipated		8	20		28	\$ 1,230.92
Curb Ramp Details & Crosswalks		12	24		36	\$ 1,608.12
Control Points		1	4		5	\$ 213.43
Section 106, Tree Survey, Misc.						
Environmental Data Gathering	4	8			12	\$ 725.68
RER Submittal		2			2	\$ 109.18
MSD calculations & application		8	16		24	\$ 1,072.08
QA/QC	4				4	\$ 288.96
Preliminary Quantities and Estimate		4	4		8	\$ 377.20
Submit to City	2	2	4		8	\$ 412.50
Address Comments		6	8		14	\$ 645.22
Attend Public Meeting & Display	4	4	12		20	\$ 983.84
<b>Total Hours</b>	<b>24</b>	<b>136</b>	<b>123</b>	<b>8</b>	<b>291</b>	
<b>Total Cost</b>	<b>\$ 1,733.76</b>	<b>\$ 7,424.24</b>	<b>\$ 4,884.33</b>	<b>\$ 259.20</b>		<b>\$14,301.53</b>

EFK•Moen, LLC

Canton Avenue  
University City  
STP 5402 (619)

Utility Coordination

Hours

Task Description	Hours		Total Hours	Total Cost
	Project Engineer	Design Technician		
	\$ 54.59	\$ 39.71		
Meetings with utilities (Assume 6 - 1 hour meetings)	12		12	\$ 655.08
Field investigate facilities to confirm accuracy and completeness of utility topo	2		2	\$ 109.18
Coordinate with surveyors to pick up additional utility information. Assume 1-2 requests	2		2	\$ 109.18
Coordinate with utility companies to confirm existing facilities	3		3	\$ 163.77
Design review to identify potential impacts to utilities	8		8	\$ 436.72
Create utility conflict tracking system and update throughout project.	4		4	\$ 218.36
Submit Plans/CAD Files to Utility	1	3	4	\$ 173.72
Oversee utility coordination meetings and prepare minutes. (Minor relocations coordination done through email)	8		8	\$ 436.72
Coordinate with utilities to obtain plan of adjustment and cost estimate	24		24	\$ 1,310.16
Coordinate with City Utility Engineer for review and approval of POA and cost estimate	2		2	\$ 109.18
Request cad files or GIS files from the utilities of their plan of adjustments. Provide to Roadway Designer.	2	2	4	\$ 188.60
Create CAD files for the plans of adjustment and coordinate inclusion into contract plan set	2	8	10	\$ 426.86
Determine R/W or easement needs for utilities relocation and aid Lead Designer in incorporating into R/W plans	2		2	\$ 109.18
Review pothole information provided by utilities	4		4	\$ 218.36
Identify reimbursable adjustments and provide cost estimate to City Engineer for prepare of agreement	3		3	\$ 163.77
Prepare Utility JSP	4		4	\$ 218.36
Prepare Utility Status Letter	1		1	\$ 54.59
Attend utility meeting with awarded contractor and utilities to discuss utility relocations.	2		2	\$ 109.18
<b>Total Hours</b>	<b>86</b>	<b>13</b>	<b>99</b>	
<b>Total Cost</b>	<b>\$ 4,694.74</b>	<b>\$ 516.23</b>		<b>\$5,210.97</b>

EFK♦Moen, LLC

Canton Avenue  
University City  
STP 5402 (619)

Right of Way Design

Hours

Task Description	Senior Project Manager	Project Engineer	Design Technician	Total Hours	Total Cost
	\$ 72.24	\$ 54.59	\$ 39.71		
Finalize Driveway Profiles & Details		16	4	20	\$ 1,032.28
Finalize Roadway Sections		36	8	44	\$ 2,282.92
Finalize Non-typical Curb Ramps & Crosswalks		4	8	12	\$ 536.04
Set Temp. & Perm Easement Areas		12	4	16	\$ 813.92
Plan Revisions after City/MoDOT Review		6	6	12	\$ 565.80
Plan Revisions Due to Negotiations		4	8	12	\$ 536.04
QA/QC	4			4	\$ 288.96
Submittal to City	2	2	4	8	\$ 412.50
Address Comments & R/W Revision		8	16	24	\$ 1,072.08
Attend Public Meeting & Display	4	4	12	20	\$ 983.84
<b>Total Hours</b>	<b>6</b>	<b>92</b>	<b>70</b>	<b>152</b>	
<b>Total Cost</b>	<b>\$ 433.44</b>	<b>\$ 5,022.28</b>	<b>\$ 2,779.70</b>		<b>\$8,524.38</b>

EFK•Moen, LLC

Canton Avenue  
University City  
STP 5402 (619)

Final Design

Task Description	Hours						Total Hours	Total Cost
	Senior Project Manager	Senior Project Engineer	Senior Engineer	Project Engineer	Design Technician	Administrative /Clerical		
	\$ 72.24	\$ 56.10	\$ 62.24	\$ 54.59	\$ 39.71	\$ 32.40		
<b>Plans</b>							0	\$ -
Title Sheet				1	2		3	\$ 134.01
Typical Section and ADA Details				1	4		5	\$ 213.43
Quantities				12	16		28	\$ 1,290.44
Plan Sheets				8	12		20	\$ 913.24
Curb Ramp Details				8	16		24	\$ 1,072.08
Cross Walk Details				6	12		18	\$ 804.06
Control Points					1		1	\$ 39.71
Drainage Modifications	1			16	8		25	\$ 1,263.36
Pavement Marking Plans				4	12		16	\$ 694.88
Small Block Walls (Nonstructural)				8	12		20	\$ 913.24
Traffic Control				8	24		32	\$ 1,389.76
Pavement Marking and Signing				8	24		32	\$ 953.04
QA/QC	4						4	\$ 725.68
Final Quantities and Estimate				8	8		16	\$ 754.40
Project Specifications	4	4	4	16		4	32	\$ 1,765.36
Bid Book	4	16					20	\$ 1,186.56
Address Comments				4	4		8	\$ 377.20
Final Field Review				4	4		8	\$ 377.20
Attend Precon, Address Bidder RFI's				6	4		10	\$ 486.38
<b>Total Hours</b>	<b>13</b>	<b>20</b>	<b>4</b>	<b>118</b>	<b>163</b>	<b>4</b>	<b>322</b>	
<b>Total Cost</b>	<b>\$ 939.12</b>	<b>\$ 1,122.00</b>	<b>\$ 248.96</b>	<b>\$ 6,441.62</b>	<b>\$ 6,472.73</b>	<b>\$ 129.60</b>		<b>\$15,354.03</b>

## ATTACHMENT C

### CERTIFICATION REGARDING DEBARMENT, SUSPENSION, AND OTHER RESPONSIBILITY MATTERS - PRIMARY COVERED TRANSACTIONS

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#### 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/epls/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

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#### 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/epls/search.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):** EFK Moen

**Project Owner (LPA):** University City

**Project Name:** Canton Avenue Improvement Project – Phase 2

**Project Number:** STP-5402(619)

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: Linda Moen

Signature: \_\_\_\_\_

Signature: 

Date: \_\_\_\_\_

Date: 8/4/2022

**SECTION 1 SCOPE OF UNDERSTANDING**

University City has secured STP funding for a road and sidewalk improvement project on Canton Ave. from Midland Blvd. to Pennsylvania Ave. This project includes the replacement of street pavement, curb ramps, sidewalk and the construction of new cross walks where none are currently provided. The area is residential with Rabe Park located at the west end at the northeast corner of Midland Blvd & Canton Ave. A short stretch of Canton Ave. is owned and maintained by Pagedale.

Midland Blvd. and Pennsylvania Ave. are St. Louis County maintained roads. No improvements are planned at the intersection with Midland Blvd. and minor improvements are planned at Pennsylvania Ave. to the west side curb ramps. Permits and reviews from the County are expected.

A review/approval by MSD will be required. A "Permit Required" determination by MSD is expected, since the improvements will potentially disturb more than 1 acre and will affect multiple storm sewer inlets & manholes. Minor adjustments to structure tops are all that is expected.

Since the project has federal funds, MoDOT review and oversight will be required through the LPA process.

There are approximately 76 parcels that are adjacent to the sidewalks within the project limits. There are approximately 43 parcels with driveways that connect along the project route, with approximately 36 driveways that the existing or proposed sidewalk crosses within the project limits. No new right of way or permanent sidewalk easement is expected. All improvements are planned to be constructed within current right of way. Driveway reconstruction is expected to be necessary as current sidewalk and driveways appear to be non-compliant. Temporary construction easements will be necessary in order to reconstruct driveways and sidewalk.

Because the proposed improvements will be limited to reconstructing existing street pavement and sidewalk facilities, with no changes to profile grade, no underground utility conflicts are expected. Above ground utilities may need to be adjusted due to widening or adding sidewalks.

**SECTION 2 SCOPE OF ENGINEERING SERVICES**

## GENERAL

The following are the design criteria to be used for this project up to the right of way plan phase:

1. MoDOT Engineering Policy Guide (EPG).
2. MoDOT Standard Specifications for Highway Construction.
3. All traffic control signing and pavement markings shall meet the provisions of the "Manual on Uniform Traffic Control Devices" published by the U.S. Department of Transportation.

**ITEM I – Preliminary Design Phase**

## A. Surveys and Data Collection

The surveys to be performed by the CONSULTANT are:

1. Existing right-of-way and property lines determined based on the location of existing survey monumentation and record information obtained at the St. Louis County Courthouse (establish approximate existing right of way line and property lines for 43 parcels using assessor maps).
2. Establish at 50 foot intervals the stationing of the existing pavement.
3. All topographic information between the existing edge of pavement/back of curb and right of way line along each side of the roads.
4. Location of existing driveways in their entirety.
5. Existing utility locations based on above ground utility appurtenances, information shown on utility company facility maps, and marking made in the field by dig-rite.
6. Existing storm drainage and sanitary sewer information will be located. Top/Sill elevations will be surveyed and only flowlines for structures that may potentially be relocated or adjusted will be surveyed.
7. Property research, Recorded deeds and record plats will not be obtained. Property information will be obtained solely from assessor data.

## B. Preliminary Design

1. Cover sheet with location map, sheet index and legend of symbols.
2. Preliminary plan sheets at a scale of 1"=20, showing all survey data, topography, existing utilities, proposed improvements, preliminary construction limits.
3. Typical sidewalk sections. Typical sidewalk section: 5' wide, 4" Non-reinforced PCCP on a prepared subsurface. 6' wide for sidewalk located

along back of curb line. ADA/Curb Ramp Detail sheets and Roadway Cross Sections.

4. A copy of the preliminary engineer's opinion of probable construction costs.
  5. No soil surveys or subsurface investigations are included in this scope of services.
  6. No structural retaining walls or landscaping designs are included in this scope of services.
- C. Public Involvement
1. Since this is a repair/reconstruction project and easements are anticipated, there will be a public meeting after preliminary plan design. Meeting coordination (Advertisement, details, schedule, & location) will be arranged by the CITY. The CONSULTANT will be present to engage with the public and answer questions. The CONSULTANT will also provide a stripmap of the project details for display.
- D. Preliminary Plan Submittals
1. The CONSULTANT will submit a PDF set of the plans and estimate to the CITY for review.

## **ITEM II - Right Of Way Design Phase**

- A. No right of way or permanent easements are anticipated. Temporary easements are anticipated.
- B. Right of Way Design
1. Cover sheet with location map, sheet index and legend of symbols.
  2. Right of Way plan sheets at a scale of 1"=20, showing all survey data, topography, existing utilities, proposed improvements, proposed easements, and construction limits. Driveway locations, showing their width, grade, and type, on the plans. Plans will provide easement and property information as required by MoDOT's LPA section of the EPG.
  3. Typical sidewalk sections. Typical sidewalk section: 5' wide, 4" Non-reinforced PCCP on a prepared subsurface. 6' wide for sidewalk located along back of curb line.
  4. Written Legal Descriptions for properties requiring temporary construction easements or permanent easements. Assume 30 parcels maximum. No plats will be provided.
  5. A copy of the Right of Way engineer's opinion of probable construction cost.

6. Stormwater profile sheets will not be required for the Right of Way Plans.
  7. No condemnation or property corner staking is included in this scope of work.
- C. Public Involvement
1. There will be a public meeting after Right of Way plan design. Meeting coordination (Advertisement, details, schedule, & location) will be arranged by the CITY. The CONSULTANT will be present to engage with the public and answer questions. The CONSULTANT will also provide a stripmap of the project details for display.
- D. Right of Way Plan Submittals
1. The CONSULTANT will submit a PDF set of the plans and estimate to the CITY for review.

### **ITEM III – Final Design Phase**

#### **A. FINAL CONSTRUCTION PLANS AND SPECIFICATIONS**

After receipt of approval of the right of way plans from the CITY, the CONSULTANT shall prepare the final design. The final design shall include at least the following:

1. Cover sheet with location map, sheet index and legend of symbols.
2. Summary of Quantities sheet(s).
3. Plan sheets showing existing topography, the proposed improvements, and all other items included in the Right of Way design plans and all review comments from the CITY.
4. Typical roadway sections including driveway and sidewalk details. Curb ramp detail sheets depicting typical grades. Spot grades only as needed when design intent cannot be shown using typical details/sections.
5. Pavement marking and signing shall be shown on the plan sheets that meet the provisions of the “Manual on Uniform Traffic Control Devices” published by the U.S. Department of Transportation. Pavement marking and signs shall include cross walks as well as relocation of existing signs as needed and pavement marking modifications as needed (i.e. relocation of existing crosswalks).
6. Erosion Control Plans
7. Traffic Control Detail Sheet(s)
8. A complete set of job specific provisions.



9. A complete bid book, including tabulation of bid quantities and prevailing wage rates. The CITY contract document specification template (meeting all MoDOT LPA requirements) shall be utilized, with MoDOT approval.
  10. A copy of the final engineer's opinion of probable construction cost.
  11. Attend Pre-Construction meeting
  12. Review contractor submitted show drawings.
- B. Final Plans, Specification and Estimate (PS&E) Submittal
1. The CONSULTANT will a sealed PDF set of the full-size plans, bid book (with sealed JSPs) and estimate to the CITY for review.
  2. The CONSULTANT will submit final CAD drawings in Microstation format to the CITY.

#### **ITEM IV – Construction Administration**

1. No construction phase services are included.

#### **SECTION 3 SERVICES PROVIDED BY THE CITY**

- A. The CITY will provide available information of record to the CONSULTANT. In addition, the following specific items will be furnished or performed by the CITY:
1. Make available all information pertaining to the project which may be in the possession of the CITY.
  2. Provide the CONSULTANT with the CITY's requirements for the project;
  3. Examine all studies and layouts developed by the CONSULTANT and render decisions thereon in a prompt manner.
  4. Submit plans to MoDOT and provide MoDOT's comments to the CONSULTANT.
  5. Submit plans to St. Louis County and provide the County's comments to the CONSULTANT.
  6. Procure title commitments.
  7. Right of way appraisals and acquisition of the necessary right of way by negotiation or condemnation, if necessary, for construction of this project.
  8. Designate a person in the CITY's employ to act as CITY's representative under this contract, such person to have authority to transmit instructions, interpret the CITY's policies and render decisions with respect to matters covered by this agreement.

**SECTION 4 SERVICES EXCLUDED FROM THE CONTRACT**

A. The following will not be provided by the CONSULTANT.

1. Geotechnical investigations
2. Construction services
3. Material Testing services
4. Review of utility permits submitted to the City.
5. Right of Way acquisition services, including appraisals or condemnation
6. Any services related to public meetings or public hearings
7. Fees required for approvals or permits
8. Reestablishing existing property corners which may have been damaged, removed, or not found for this project
9. Traffic analysis, modeling, or collection of traffic counts
10. Aesthetics enhancements
11. Sanitary sewer or water design
12. Subsurface utility engineering and Utility Agreements
13. NEPA public meetings
14. Noise analysis report
15. Project Level Carbon Monoxide (CO) analysis
16. Archeological or Architectural Surveys

**SECTION 5 ESTIMATED PROJECT SCHEDULE**

<b>Activity</b>	<b>Start Date</b>	<b>Finish Date</b>	<b>Time Frame (Months)</b>
Contract to Council	8/22/2022	-	-
Engineering Services Contract to MoDOT	8/29/2022	9/2022	1
<b>Milestone:</b> ESC approved	9/30/2022	-	1
Project Kick-Off/NTP	10/2022	-	-
Topo Survey for Plans	10/2022	11/2022	2
Develop and submit preliminary plans	12/2022	2/2023	3
Preliminary public meeting/hearing (by city)	2/2023	-	-
Preliminary plans approved	2/2023	3/2023	2
Develop and submit ROW plans	4/2023	5/2023	2
ROW public meeting/hearing (by city)	6/2023	-	-
ROW plans approved	6/2023	7/2023	2
<b>Milestone:</b> Submit and receive approval for NTP for ROW acquisition (A-Date)	7/2023	8/2023	2
ROW Acquisition (by city)	8/2023	2/2024	6
Utility coordination	12/2022	2/2024	14
Develop and submit PS&E	2/2024	4/2024	3
<b>Milestone:</b> Submit and receive approval of PS&E/advertise for bids	5/2024	6/2024	2
Submit and receive bids for review and approval	8/2024	10/2024	3
Project implementation/construction	11/2024	6/2025	7

Project Name: **Canton Avenue**  
 Sponsor: **University City**  
 Project Number: **STP 5402 (619)**

<b>Design Phase</b>	<b>Hours</b>	<b>Cost</b>
Surveying	341	\$ 15,108.85
Preliminary Design	291	\$ 14,301.53
Right of Way Design	152	\$ 8,524.38
Utility Coordination	99	\$ 5,210.97
Final Design	322	\$ 15,354.03
<b>Total Design Hours</b>	<b>1,205</b>	<b>\$58,499.76</b>
	Overhead	158.06% \$92,464.72
	<b>Subtotal</b>	<b>\$150,964.48</b>
	Fixed Fee	14.00% \$21,135.03
	<b>Subtotal</b>	<b>\$172,099.51</b>
<b>Other Direct Costs</b>		
Mileage	35 Survey/Design Site Visits of 40 miles at \$0.625 per mile	\$875.00
Research	Utility Maps, Deeds, Plats	\$275.00
	<b>Subtotal</b>	<b>\$1,150.00</b>
<b>Contract Ceiling</b>		<b>\$173,249.51</b>

EFK♦Moen, LLC

Canton Avenue  
University City  
STP 5402 (619)

## Surveying

## Hours

Task Description	Surveying Manager	Survey Technician	Senior Survey Crew Chief	Instrument Operator	Total Hours	Total Cost
	\$ 75.25	\$ 34.21	\$ 40.55	\$ 27.82		
<b>Survey</b>						
Establish Project Control (NAD83/NAVD88)	1		4	4	9	\$ 348.73
Perform Topographic Survey			68	68	136	\$ 4,649.16
Search for and Locate Boundary Control			6	6	12	\$ 410.22
Utility Research		6			6	\$ 205.26
Staking for utility potholes		2	8	8		\$ 615.38
Property Research	24	24			48	\$ 2,627.04
Resolve Property Lines and Right of Way Lines	8	8			16	\$ 875.68
Review title commitments	15	15			30	\$ 1,641.90
Deed Descriptions for TCE, 30						
Total	15	15			30	\$ 1,641.90
Mapping and Drafting		48			48	\$ 1,642.08
QA/QC	6				6	\$ 451.50
<b>Total Hours</b>	<b>69</b>	<b>118</b>	<b>86</b>	<b>86</b>	<b>341</b>	
<b>Total Cost</b>	<b>\$ 5,192.25</b>	<b>\$ 4,036.78</b>	<b>\$ 3,487.30</b>	<b>\$ 2,392.52</b>		<b>\$15,108.85</b>

EFK♦Moen, LLC

Canton Avenue  
University City  
STP 5402 (619)

Preliminary Design

Hours

Task Description	Senior Project Manager	Project Engineer	Design Technician	Administrative /Clerical	Total Hours	Total Cost
	\$ 72.24	\$ 54.59	\$ 39.71	\$ 32.40		
Project Admin, Invoices, Status Reports	8			8	16	\$ 837.12
Kickoff Meeting	2	2			4	\$ 253.66
ADA Compliance Audit Plans		12	12		24	\$ 1,131.60
Title Sheet		1	3		4	\$ 173.72
Typical Sections and ADA Details		2	8		10	\$ 426.86
Roadway Cross sections		64	8		72	\$ 3,811.44
Plan Sheets, 8 Sheets Anticipated		8	20		28	\$ 1,230.92
Curb Ramp Details & Crosswalks		12	24		36	\$ 1,608.12
Control Points		1	4		5	\$ 213.43
Section 106, Tree Survey, Misc.						
Environmental Data Gathering	4	8			12	\$ 725.68
RER Submittal		2			2	\$ 109.18
MSD calculations & application		8	16		24	\$ 1,072.08
QA/QC	4				4	\$ 288.96
Preliminary Quantities and Estimate		4	4		8	\$ 377.20
Submit to City	2	2	4		8	\$ 412.50
Address Comments		6	8		14	\$ 645.22
Attend Public Meeting & Display	4	4	12		20	\$ 983.84
<b>Total Hours</b>	<b>24</b>	<b>136</b>	<b>123</b>	<b>8</b>	<b>291</b>	
<b>Total Cost</b>	<b>\$ 1,733.76</b>	<b>\$ 7,424.24</b>	<b>\$ 4,884.33</b>	<b>\$ 259.20</b>		<b>\$14,301.53</b>

EFK•Moen, LLC

Canton Avenue  
University City  
STP 5402 (619)

Utility Coordination

Hours

Task Description	Hours		Total Hours	Total Cost
	Project Engineer	Design Technician		
	\$ 54.59	\$ 39.71		
Meetings with utilities (Assume 6 - 1 hour meetings)	12		12	\$ 655.08
Field investigate facilities to confirm accuracy and completeness of utility topo	2		2	\$ 109.18
Coordinate with surveyors to pick up additional utility information. Assume 1-2 requests	2		2	\$ 109.18
Coordinate with utility companies to confirm existing facilities	3		3	\$ 163.77
Design review to identify potential impacts to utilities	8		8	\$ 436.72
Create utility conflict tracking system and update throughout project.	4		4	\$ 218.36
Submit Plans/CAD Files to Utility	1	3	4	\$ 173.72
Oversee utility coordination meetings and prepare minutes. (Minor relocations coordination done through email)	8		8	\$ 436.72
Coordinate with utilities to obtain plan of adjustment and cost estimate	24		24	\$ 1,310.16
Coordinate with City Utility Engineer for review and approval of POA and cost estimate	2		2	\$ 109.18
Request cad files or GIS files from the utilities of their plan of adjustments. Provide to Roadway Designer.	2	2	4	\$ 188.60
Create CAD files for the plans of adjustment and coordinate inclusion into contract plan set	2	8	10	\$ 426.86
Determine R/W or easement needs for utilities relocation and aid Lead Designer in incorporating into R/W plans	2		2	\$ 109.18
Review pothole information provided by utilities	4		4	\$ 218.36
Identify reimbursable adjustments and provide cost estimate to City Engineer for prepare of agreement	3		3	\$ 163.77
Prepare Utility JSP	4		4	\$ 218.36
Prepare Utility Status Letter	1		1	\$ 54.59
Attend utility meeting with awarded contractor and utilities to discuss utility relocations.	2		2	\$ 109.18
<b>Total Hours</b>	<b>86</b>	<b>13</b>	<b>99</b>	
<b>Total Cost</b>	<b>\$ 4,694.74</b>	<b>\$ 516.23</b>		<b>\$5,210.97</b>

EFK♦Moen, LLC

Canton Avenue  
University City  
STP 5402 (619)

Right of Way Design

Hours

Task Description	Senior Project Manager	Project Engineer	Design Technician	Total Hours	Total Cost
	\$ 72.24	\$ 54.59	\$ 39.71		
Finalize Driveway Profiles & Details		16	4	20	\$ 1,032.28
Finalize Roadway Sections		36	8	44	\$ 2,282.92
Finalize Non-typical Curb Ramps & Crosswalks		4	8	12	\$ 536.04
Set Temp. & Perm Easement Areas		12	4	16	\$ 813.92
Plan Revisions after City/MoDOT Review		6	6	12	\$ 565.80
Plan Revisions Due to Negotiations		4	8	12	\$ 536.04
QA/QC	4			4	\$ 288.96
Submittal to City	2	2	4	8	\$ 412.50
Address Comments & R/W Revision		8	16	24	\$ 1,072.08
Attend Public Meeting & Display	4	4	12	20	\$ 983.84
<b>Total Hours</b>	<b>6</b>	<b>92</b>	<b>70</b>	<b>152</b>	
<b>Total Cost</b>	<b>\$ 433.44</b>	<b>\$ 5,022.28</b>	<b>\$ 2,779.70</b>		<b>\$8,524.38</b>



EFK♦Moen, LLC

Canton Avenue  
University City  
STP 5402 (619)

Final Design

Hours

Task Description	Senior Project Manager	Senior Project Engineer	Senior Engineer	Project Engineer	Design Technician	Administrative /Clerical	Total Hours	Total Cost
	\$ 72.24	\$ 56.10	\$ 62.24	\$ 54.59	\$ 39.71	\$ 32.40		
<b>Plans</b>							0	\$ -
Title Sheet				1	2		3	\$ 134.01
Typical Section and ADA Details				1	4		5	\$ 213.43
Quantities				12	16		28	\$ 1,290.44
Plan Sheets				8	12		20	\$ 913.24
Curb Ramp Details				8	16		24	\$ 1,072.08
Cross Walk Details				6	12		18	\$ 804.06
Control Points					1		1	\$ 39.71
Drainage Modifications	1			16	8		25	\$ 1,263.36
Pavement Marking Plans				4	12		16	\$ 694.88
Small Block Walls (Nonstructural)				8	12		20	\$ 913.24
Traffic Control				8	24		32	\$ 1,389.76
Pavement Marking and Signing				8	24		32	\$ 953.04
QA/QC	4						4	\$ 725.68
Final Quantities and Estimate				8	8		16	\$ 754.40
Project Specifications	4	4	4	16		4	32	\$ 1,765.36
Bid Book	4	16					20	\$ 1,186.56
Address Comments				4	4		8	\$ 377.20
Final Field Review				4	4		8	\$ 377.20
Attend Precon, Address Bidder RFI's				6	4		10	\$ 486.38
<b>Total Hours</b>	<b>13</b>	<b>20</b>	<b>4</b>	<b>118</b>	<b>163</b>	<b>4</b>	<b>322</b>	
<b>Total Cost</b>	<b>\$ 939.12</b>	<b>\$ 1,122.00</b>	<b>\$ 248.96</b>	<b>\$ 6,441.62</b>	<b>\$ 6,472.73</b>	<b>\$ 129.60</b>		<b>\$15,354.03</b>

Canton Ave Ph 2

STP 5402 (619)

Consultant Selection  
Evaluation Criteria Form

Suammarized Rollup

		Criteria #1	Criteria #2	Criteria #3		
		Experience and Technical Competence	Capacity and Capability	Past Record of Performance		
	Company	Score (40 points max)	Score (20 points max)	Score (40 points max)	Total Score	Rank
1	Trekk	35.30	18.00	35.30	88.60	3
2	Oates & Associates	34.00	18.30	28.70	81.00	6
3	Terra	35.70	18.00	28.00	81.70	5
4	EFK Moen	36.70	18.70	36.70	92.10	1
5	Horner & Shifrin	36.00	18.70	35.00	89.70	2
6	GBA	34.70	17.70	31.20	83.60	4
7	G&W Engineering	28.70	16.00	31.30	76.00	7

Comments:

- With an overall score of 92.1 the panel recommends awarding to EFK Moen

Evaluation Summary Completed By: Rob Daly

Date: 7/27/2022

**CITY OF UNIVERSITY CITY COUNCIL MEETING**

**AGENDA ITEM**



NUMBER: <i>For City Clerk Use</i>	<b>CA20220822-02</b>
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SUBJECT/TITLE: Ratification of Emergency Purchases due to Flooding	
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REQUESTED BY: <b>Keith Cole - Director of Finance</b>	DEPARTMENT / WARD <b>Finance / All</b>
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AGENDA SECTION: <b>Consent</b>	CAN ITEM BE RESCHEDULED? <b>No</b>
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**CITY MANAGER'S RECOMMENDATION OR RECOMMENDED MOTION:**  
The City Manager is recommending the ratification of the emergency purchases approved by the City Manager as a result of the flood which occurred in our City.

**FISCAL IMPACT:**  
Current fiscal impact is \$946,149.03. Funds will come from General Fund Reserves.

AMOUNT:	<b>\$946,149.03</b>	ACCOUNT No.:	
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FROM FUND:	<b>General Fund</b>	TO FUND:	<b>General Fund</b>
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**EXPLANATION:**  
Due to the ramifications from the flood, the need to use the "Emergency Purchases" option is deemed appropriate at this time. See Agenda Item - Addendum for the list of requested immediate purchases. Currently, these are the known emergency purchases, however, there may be additional emergency purchases in the months to come.

**STAFF COMMENTS AND BACKGROUND INFORMATION:**  
Emergency Purchase: The purchase of supplies and/or services whose immediate procurement is essential to protect life or property. Emergency orders must be kept to a minimum. Department Directors are authorized to make emergency purchases, provided that where possible, prior approval of the Purchasing Agent shall be obtained. If, in the judgment of the Department Director, an emergency is of such nature that it is inadvisable to delay the purchase until approval of the Purchasing Agent or City Manager can be obtained, the Department Director shall submit to the Purchasing Agent a written report advising of the emergency purchase and outlining the reasons it was not practical to obtain prior approval.

CIP No.	
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**RELATED ITEMS / ATTACHMENTS:**

- Council Meeting Agenda Item - Addendum
- F-250 Pickup Trucks invoices (3)
- One-Ton Dump Trucks invoices (3)
- Pickup Trucks invoices (2)
- FH1 Battery Backup Quote
- Memorandums - Emergency Replacement Requests

**LIST CITY COUNCIL GOALS (S):**

RESPECTFULLY SUBMITTED:	<b>City Manager, Gregory Rose</b>	MEETING DATE:	<b>August 22, 2022</b>
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City of University City Council Meeting  
Agenda Item - Addendum

Subject/Title:  
Ratification of Emergency Purchases due to Flooding

<u>Description</u>	<u>Amount</u>
F-250 Super Cab Long Bed 4WD	48,975.00
F-250 Crew Cab Long Bed 2WD	46,390.00
F-250 Super Duty Regular Cab Long Bed 4WD	46,430.00
F-450 One Ton Dump Truck Diesel 9ft Dump	69,660.00
F-550 One Ton Dump Truck 7.3 L Gas 11ft Dump	67,658.00
F-550 One Ton Dump Truck 7.3 L Gas 11ft Dump	66,158.00
Chevy Pickup Truck K2500	54,097.00
GMC Pickup Truck K2500 HD	54,234.00
Compact Utility Tractor with Backhoe Attachment	51,239.05
John Deere Z930M Ztrak Front End Mowers (2) - Street Dept; John Deere Z960M Ztrak Front End Mowers (3) - Parks Dept	61,754.60
John Deere 1570 Terrain Cut Front End Mowers with Snow Blade (2)	61,066.91
Street Sweeper	244,138.80
Gym Floor Removal - Supplemental Agreement	57,327.21
John Deere W48R Walk Behind Mowers (2)	13,088.46
Honda HRN216VYA Push Mowers (2)	1,132.00
FH1 Battery Backup (1)	2,800.00
	<u>946,149.03</u>



## MEMORANDUM

**TO:** Mr. Gregory Rose, City Manager

**FROM:** Darren Dunkle, Director of Parks, Recreation and Forestry  
Acting Director of Public Works

**DATE:** August 11, 2022

**SUBJECT:** Ford F-250 Pickup Trucks – Emergency Purchase

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I am following up on our conversation regarding the emergency replacements of vehicles and equipment that were lost in the storm event that took place on July 26<sup>th</sup> and 28<sup>th</sup>.

As you are aware, staff has been contacting vendors across the area to seek out the availability of vehicles and equipment. In doing so, we have been able to locate three (3) F-250 pickup trucks from Hainen Ford, Inc. to replace three (3) that were lost.

The immediate purchase of these pickup trucks will allow to us to put them into action and return the pickup trucks that we are currently leasing from Enterprise.

**Accordingly, I request your approval in the emergency purchase of the three (3) F-250 pickup trucks from Hainen Ford, Inc. in the amount of \$141,795.00.**

If you have any questions or need additional information, please let me know.



**BENNY HAINEN FORD, INC.**  
 800 Highway 5 • PO Box 578  
 Tipton, Missouri 65081  
 PH: 660-433-5545

**RETAIL** Stock No. 21466  
**BUYERS** Date 8/10/2022  
**ORDER** Salesman Don Dorsey

Purchaser City of University City St. Address 6801 Delmar Boulevard  
 City University City State MO County ST. LOUIS Zip 63130 Telephone \_\_\_\_\_

I hereby agree to purchase from you under the terms and conditions specified, the following:  New  Used Year 2022

Make FORD Body PICKU Model F250 SC Color OX WHITE Upholstery \_\_\_\_\_

VIN 1FT7X2B68NEE90723 Ign. Key # A10466 R.D. Key # \_\_\_\_\_ Mileage 5

<u>Super Cub long Bed</u>					
<u>4wd</u>					

**PURCHASER'S CERTIFICATION**  
 1. I hereby certify that this order includes all of the terms and conditions on both the face and reverse side hereof, that this order cancels and supersedes any prior agreement and as of the date hereof comprises the complete and exclusive statement of the terms of the agreement relating to the subject matters covered hereby, and that THIS ORDER SHALL NOT BECOME BINDING UNTIL ACCEPTED BY DEALER OR HIS AUTHORIZED REPRESENTATIVE; AND

2. I have reviewed this order and fully understand that my new unit will be equipped only with the optional equipment specifically listed on the face of this order plus all standard equipment as designated by the manufacturer at time of delivery. AND

**TRANSIT DAMAGE**  
 3. Purchaser acknowledges that there may have been certain transit and/or storage damage to the vehicle sold by the Seller herein, and Purchaser hereby releases the Seller for any and all claims arising out of such transit and/or storage damage.

**KNOWN DEFECTS**  
 4. All equipment (including tires) as appraised on my trade in will remain, and the only existing material defects known to me on the motor vehicle that is being traded in to the dealer are:  
NONE  
 \_\_\_\_\_ AND \_\_\_\_\_  
 IF NONE, SO STATE

<b>TOTAL CASH DELIVERED PRICE</b>	48,850 00
<b>ADMINISTRATIVE FEE</b>	125 00
<b>NET SELLING PRICE</b>	48,975 00
<b>LESS TRADE-IN ALLOWANCE</b>	N/A
<b>NET TRADE DIFFERENCE</b>	48,975 00
<b>BALANCE OWED ON TRADE-IN*</b>	N/A
<b>TOTAL</b>	48,975 00
<b>TOTAL CASH DUE ON SALE</b>	N/A
<b>BALANCE DUE</b>	48,975 00
<b>*BALANCE OWED TO</b>	
<b>ADDRESS</b>	
<b>CASH DEPOSIT WITH ORDER (REC'T NO.)</b>	N/A
<b>CASH TO BE PAID AT TIME OF DELIVERY</b>	48,975 00

5. THIS IS A CASH SALE Yes

6. NOTICE: IF YOU ARE BUYING A USED VEHICLE, SEE THE REVERSE SIDE UNDER "PROVISIONS APPLICABLE ON SALE OF A USED VEHICLE" BECAUSE IMPLIED WARRANTIES OF MERCHANTABILITY AND FITNESS FOR A PARTICULAR PURPOSE ARE DISCLAIMED AND CERTAIN STATEMENTS ARE MADE CONCERNING THE ODOMETER READING.

7. I certify that I am 18 years of age, or older, and that I have read the printed matter on the front and back hereof, and agree to it as a part of this order the same as if it were printed above my signature. We authorize you to check my/our credit and employment history and to provide and/or obtain information about credit experience with me/us.

**"THIS CONTRACT CONTAINS A BINDING ARBITRATION PROVISION WHICH MAY BE ENFORCED BY THE PARTIES."**

\_\_\_\_\_  
 \_\_\_\_\_

DR. LIC. NO. \_\_\_\_\_ STATE \_\_\_\_\_

**a. ARBITRATION**  
 MANDATORY ARBITRATION OF DISPUTES. ANY CLAIM, CONTROVERSY OR DISPUTE OF ANY KIND BETWEEN THE CUSTOMER AND THE COMPANY ARISING OUT OF OR RELATED TO THIS AGREEMENT (WHETHER BASED ON CONTRACT, TORT, STATUTE, FRAUD, MISREPRESENTATION OR ANY OTHER LEGAL OR EQUITABLE THEORY) SHALL BE RESOLVED BY FINAL AND BINDING ARBITRATION, PURSUANT TO THE FOLLOWING TERMS.

a. The Federal Arbitration Act, not state law, shall govern the arbitration process and the question of whether a claim is subject to arbitration. The customer, however, retains the right to take any claim, controversy or dispute that qualifies to small claims court rather than arbitration.

b. A single arbitrator engaged in the practice of law will conduct the arbitration. The arbitrator will be selected according to the rules of the American Arbitration Association or, alternatively, may be selected by agreement of the parties, who shall cooperate in good faith to select the arbitrator. The arbitration shall be conducted by, and under the then-applicable rules of, the American Arbitration Association. Any required hearing fees and costs shall be paid by the parties as required by the applicable rules, but the arbitrator shall have the power to apportion such costs as the arbitrator deems appropriate.

c. The arbitrator's decision and award will be final and binding, and judgment on the award rendered by the arbitrator may be enforced in any court with jurisdiction.

d. No claim, controversy or dispute may be joined in an arbitration with a claim, controversy or dispute of any other person, or resolved on a class-wide basis. The arbitrator may not award damages that are barred by this Agreement, and the Customer and the Company both waive any claims for an award of damages that is excluded under this Agreement.

\_\_\_\_\_ Date: 8/10/2022  
 \_\_\_\_\_ Date: \_\_\_\_\_

DESCRIPTION OF TRADE-IN:		MILEAGE	
VIN		LIC. NO.	
YEAR	MAKE	MODEL	COLOR BODY
ACCEPTED DEALER <u>Hainen Ford, Inc.</u>			
BY <u>[Signature]</u>			
E-MAIL _____			
*AN ADMINISTRATIVE FEE IS NOT AN OFFICIAL FEE, IS NOT REQUIRED BY LAW AND MAY RESULT IN A PROFIT TO THE DEALER. NO PORTION OF THIS FEE IS FOR THE DRAFTING, PREPARATION OR COMPLETION OF DOCUMENTS OR PROVIDING LEGAL ADVICE. IF YOU HAVE QUESTIONS CONCERNING THIS FEE, ASK DEALER.*			
UNLESS THE MANUFACTURER OR THE DEALER HAS ISSUED SPECIFIC WARRANTY ON THIS VEHICLE SEE THE DISCLAIMER OF WARRANTY ON THE BACK OF THIS CONTRACT. (SEE SECTIONS 3.6,7 ON REVERSE).			
<b>IMPORTANT NOTICE TO BUYERS</b> PARAGRAPHS 6 AND 7 ON THE REVERSE SIDE OF THIS ORDER RELATE TO WARRANTY INFORMATION ON USED CARS. (THE BUYER/S <b>MUST READ AND SIGN</b> THE APPLICABLE PARAGRAPH.)			



**BENNY HAINEN FORD, INC.**800 Highway 5 • PO Box 578  
Tipton, Missouri 65081  
PH: 660-433-5545**RETAIL** Stock No. 21454  
**BUYERS** Date 8/10/2022  
**ORDER** Salesman Don DorseyPurchaser City of University City St. Address 6801 Delmar Boulevard  
City University City State MO County ST. LOUIS Zip 63130 Telephone \_\_\_\_\_I hereby agree to purchase from you under the terms and conditions specified, the following:  New  Used Year 2022Make FORD Body PICKU Model F250 CC Color OX WHITE Upholstery \_\_\_\_\_VIN 1FT7W2A69NEE90721 Ign. Key # A11343 R.D. Key # \_\_\_\_\_ Mileage 5

<u>Crew Cab Long Bed</u>				
<u>2wd</u>				

**PURCHASER'S CERTIFICATION**

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2. I have reviewed this order and fully understand that my new unit will be equipped only with the optional equipment specifically listed on the face of this order plus all standard equipment as designated by the manufacturer at time of delivery; AND

**TRANSIT DAMAGE**

3. Purchaser acknowledges that there may have been certain transit and/or storage damage to the vehicle sold by the Seller herein, and Purchaser hereby releases the Seller for any and all claims arising out of such transit and/or storage damage.

**KNOWN DEFECTS**

4. All equipment (including tires) as appraised on my trade in will remain, and the only existing material defects known to me on the motor vehicle that is being traded in to the dealer are:  
NONE

\_\_\_\_\_ AND \_\_\_\_\_  
IF NONE, SO STATE

5. THIS IS A CASH SALE Yes

6. NOTICE: IF YOU ARE BUYING A USED VEHICLE, SEE THE REVERSE SIDE UNDER "PROVISIONS APPLICABLE ON SALE OF A USED VEHICLE" BECAUSE IMPLIED WARRANTIES OF MERCHANTABILITY AND FITNESS FOR A PARTICULAR PURPOSE ARE DISCLAIMED AND CERTAIN STATEMENTS ARE MADE CONCERNING THE ODOMETER READING.

7. I certify that I am 18 years of age, or older; and that I have read the printed matter on the front and back hereof, and agree to it as a part of this order the same as if it were printed above my signature. I/we authorize you to check my/our credit and employment history and to provide and/or obtain information about credit experience with me/us.

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\_\_\_\_\_  
 \_\_\_\_\_

DR. LIC. NO. \_\_\_\_\_ STATE \_\_\_\_\_

**a. ARBITRATION**

MANDATORY ARBITRATION OF DISPUTES: ANY CLAIM, CONTROVERSY OR DISPUTE OF ANY KIND BETWEEN THE CUSTOMER AND THE COMPANY ARISING OUT OF OR RELATED TO THIS AGREEMENT (WHETHER BASED ON CONTRACT, TORT, STATUTE, FRAUD, MISREPRESENTATION OR ANY OTHER LEGAL OR EQUITABLE THEORY) SHALL BE RESOLVED BY FINAL AND BINDING ARBITRATION, PURSUANT TO THE FOLLOWING TERMS:

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b. A single arbitrator engaged in the practice of law will conduct the arbitration. The arbitrator will be selected according to the rules of the American Arbitration Association or, alternatively, may be selected by agreement of the parties, who shall cooperate in good faith to select the arbitrator. The arbitration shall be conducted by, and under the then-applicable rules of, the American Arbitration Association. Any required hearing fees and costs shall be paid by the parties as required by the applicable rules, but the arbitrator shall have the power to apportion such costs as the arbitrator deems appropriate.

c. The arbitrator's decision and award will be final and binding, and judgment on the award rendered by the arbitrator may be entered in any court with jurisdiction.

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\_\_\_\_\_ Date: 8/10/2022  
 \_\_\_\_\_ Date: \_\_\_\_\_

TOTAL CASH DELIVERED PRICE	46,265.00			
ADMINISTRATIVE FEE	125.00			
NET SELLING PRICE	46,390.00			
LESS TRADE-IN ALLOWANCE	N/A			
NET TRADE DIFFERENCE	46,390.00			
BALANCE OWED ON TRADE-IN*	N/A			
<b>TOTAL</b>	<b>46,390.00</b>			
TOTAL CASH DUE ON SALE	N/A			
BALANCE DUE	46,390.00			
*BALANCE OWED TO				
ADDRESS				
CASH DEPOSIT WITH ORDER (REC'T NO.)	N/A			
CASH TO BE PAID AT TIME OF DELIVERY	46,390.00			
DESCRIPTION OF TRADE-IN:	MILEAGE			
VIN	LIC. NO.			
YEAR	MAKE	MODEL	COLOR	BODY
ACCEPTED DEALER	<u>Hainen Ford, Inc.</u>			
BY				
E-MAIL				
*AN ADMINISTRATIVE FEE IS NOT AN OFFICIAL FEE, IS NOT REQUIRED BY LAW AND MAY RESULT IN A PROFIT TO THE DEALER. NO PORTION OF THIS FEE IS FOR THE DRAFTING, PREPARATION OR COMPLETION OF DOCUMENTS OR PROVIDING LEGAL ADVICE. IF YOU HAVE QUESTIONS CONCERNING THIS FEE, ASK DEALER.*				
UNLESS THE MANUFACTURER OR THE DEALER HAS ISSUED SPECIFIC WARRANTY ON THIS VEHICLE SEE THE DISCLAIMER OF WARRANTY ON THE BACK OF THIS CONTRACT. (SEE SECTIONS 3, 6, 7 ON REVERSE).				
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**BENNY HAINEN FORD, INC.**800 Highway 5 • PO Box 578  
Tipton, Missouri 65081  
PH: 660-433-5545**RETAIL** Stock No. \_\_\_\_\_  
**BUYERS** Date 8/10/2022  
**ORDER** Salesman Don DorseyPurchaser City of University City St. Address 6801 Delmar Boulevard  
City University City State MO County ST. LOUIS Zip 63130 Telephone \_\_\_\_\_I hereby agree to purchase from you under the terms and conditions specified, the following:  New  Used Year 2022Make Ford Body Pickup Model Super Duty F-250 Color \_\_\_\_\_ Upholstery \_\_\_\_\_VIN 1FTBF2B68NEF12233 Ign. Key # \_\_\_\_\_ R.D. Key # \_\_\_\_\_ Mileage 5

<u>Regular Cab Long Bed</u>					
<u>4wp</u>					

**PURCHASER'S CERTIFICATION**

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**TRANSIT DAMAGE**

3. Purchaser acknowledges that there may have been certain transit and/or storage damage to the vehicle sold by the Seller herein, and Purchaser hereby releases the Seller for any and all claims arising out of such transit and/or storage damage.

**KNOWN DEFECTS**

4. All equipment (including tires) as appraised on my trade in will remain, and the only existing material defects known to me on the motor vehicle that is being traded in to the dealer are:  
NONE  
\_\_\_\_\_ AND \_\_\_\_\_  
IF NONE, SO STATE

5. THIS IS A CASH SALE. Yes

6. NOTICE: IF YOU ARE BUYING A USED VEHICLE, SEE THE REVERSE SIDE UNDER "PROVISIONS APPLICABLE ON SALE OF A USED VEHICLE" BECAUSE IMPLIED WARRANTIES OF MERCHANTABILITY AND FITNESS FOR A PARTICULAR PURPOSE ARE DISCLAIMED AND CERTAIN STATEMENTS ARE MADE CONCERNING THE ODOMETER READING.

7. I certify that I am 18 years of age, or older; and that I have read the printed matter on the front and back hereof, and agree to it as a part of this order the same as if it were printed above my signature. I/we authorize you to check my/our credit and employment history and to provide and/or obtain information about credit experience with me/us.  
**"THIS CONTRACT CONTAINS A BINDING ARBITRATION PROVISION WHICH MAY BE ENFORCED BY THE PARTIES."**

X \_\_\_\_\_  
X \_\_\_\_\_

DR. LIC. NO. \_\_\_\_\_ STATE \_\_\_\_\_

**8. ARBITRATION**

MANDATORY ARBITRATION OF DISPUTES. ANY CLAIM, CONTROVERSY OR DISPUTE OF ANY KIND BETWEEN THE CUSTOMER AND THE COMPANY ARISING OUT OF OR RELATED TO THIS AGREEMENT (WHETHER BASED ON CONTRACT, TORT, STATUTE, FRAUD, MISREPRESENTATION OR ANY OTHER LEGAL OR EQUITABLE THEORY) SHALL BE RESOLVED BY FINAL AND BINDING ARBITRATION, PURSUANT TO THE FOLLOWING TERMS.

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b. A single arbitrator engaged in the practice of law will conduct the arbitration. The arbitrator will be selected according to the rules of the American Arbitration Association or, alternatively, may be selected by agreement of the parties, who shall cooperate in good faith to select the arbitrator. The arbitration shall be conducted by, and under the then-applicable rules of, the American Arbitration Association. Any required hearing fees and costs shall be paid by the parties as required by the applicable rules, but the arbitrator shall have the power to apportion such costs as the arbitrator deems appropriate.

c. The arbitrator's decision and award will be final and binding, and judgment on the award rendered by the arbitrator may be entered in any court with jurisdiction.

d. No claim, controversy or dispute may be joined in an arbitration with a claim, controversy or dispute of any other person, or resolved on a class-wide basis. The arbitrator may not award damages that are barred by this Agreement, and the Customer and the Company both waive any claims for an award of damages that is excluded under this Agreement.

X \_\_\_\_\_ Date: 8/10/2022  
X \_\_\_\_\_ Date: \_\_\_\_\_

TOTAL CASH DELIVERED PRICE	46,305 00
ADMINISTRATIVE FEE	125 00
NET SELLING PRICE	46,430 00
LESS TRADE-IN ALLOWANCE	N/A
NET TRADE DIFFERENCE	46,430 00
BALANCE OWED ON TRADE-IN*	N/A
TOTAL	46,430 00
TOTAL CASH DUE ON SALE	N/A
BALANCE DUE	46,430 00
*BALANCE OWED TO	
ADDRESS	
CASH DEPOSIT WITH ORDER (REC'T NO.)	N/A
CASH TO BE PAID AT TIME OF DELIVERY	46,430 00

DESCRIPTION OF TRADE-IN:	MILEAGE			
VIN	LIC. NO.			
YEAR	MAKE	MODEL	COLOR	BODY

ACCEPTED DEALER Hainen Ford, Inc.  
BY [Signature]  
E-MAIL \_\_\_\_\_

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UNLESS THE MANUFACTURER OR THE DEALER HAS ISSUED SPECIFIC WARRANTY ON THIS VEHICLE SEE THE DISCLAIMER OF WARRANTY ON THE BACK OF THIS CONTRACT. (SEE SECTIONS 3.6.7 ON REVERSE).

**IMPORTANT NOTICE TO BUYERS**  
PARAGRAPHS 6 AND 7 ON THE REVERSE SIDE OF THIS ORDER RELATE TO WARRANTY INFORMATION ON USED CARS. (THE BUYER/S MUST READ AND SIGN THE APPLICABLE PARAGRAPH.)



## MEMORANDUM

**TO: Mr. Gregory Rose, City Manager**

**FROM: Darren Dunkle, Director of Parks, Recreation and Forestry  
Acting Director of Public Works**

**DATE: August 11, 2022**

**SUBJECT: One Ton Dump Trucks – Emergency Purchase**

---

I am following up on our conversation regarding the emergency replacements of vehicles and equipment that were lost in the storm event that took place on July 26<sup>th</sup> and 28<sup>th</sup>.

As you are aware, staff has been contacting vendors across the area to seek out the availability of vehicles and equipment. In doing so, we have been able to locate three (3) one ton dump trucks from Broadway Truck Centers to replace the three (3) that were lost.

The immediate purchase of these dump trucks will allow to us to put them into action and assist in the removal of bulk items and debris from the storm event.

**Accordingly, I request your approval in the emergency purchase of the three (3) one ton dump trucks from Broadway Truck Centers in the amount of \$203,476.00.**

If you have any questions or need additional information, please let me know.



# BROADWAY TRUCK CENTERS

1506 South 7th St. St Louis, MO 63104

314-241-9140 Fax: 314-241-3928

www.broadwaytruck.com



DATE: 9/2/2021

## MOTOR VEHICLE INVOICE

### DESCRIPTION

TO: (Firm or Individual's Name)

FLEET ONLY

City of University City

MAKE: Ford

STOCK NO: 22 4316

1015 Pennsylvania Ave

MODEL: F450

SALES EXEC: Joe Sind

University City, MO 63130

YEAR: 2022

TERMS: Check

PHONE: 3145655133

COLOR: White

MILES: 3

FAX: \_\_\_\_\_

TYPE: 4x2 9ft Dump

GVW: 16,500 W.B. 145

CONTACT NAME <u>Tom Brushwood</u>	CUSTOMER E-MAIL _____	SERIAL NO. <u>1FDUF4GT4NDA12655</u>
--------------------------------------	--------------------------	--

We are pleased to quote, for acceptance within ten (10) days from this date, prices and terms on BROADWAY TRUCK CENTERS Vehicles and Equipment described above, delivered F.O.B : TBD

FIN CODE				Truck Selling Price:	\$ 69,660.00
				Tax, Title and License	
Diesel				** Admin Fee:	\$ -
				Total Selling Price:	
				Factory Rebates:	
				Factory Rebates:	
				Less Trade-In:	
				Net Selling Price:	\$ -
				Deposit:	
				Trade Payoff:	\$ -
					\$ -
					\$ -
				Ford ESP:	
				Balance Due:	\$ -

### DESCRIPTION OF TRADE-IN

YEAR	MAKE	MODEL	TYPE	SERIAL NO.

THIS IS OUR FIRM PRICE TODAY WITH THE EXCEPTION OF GOVERNMENT MANDATED EQUIPMENT. INCREASES FOR CHANGES IN STANDARD EQUIPMENT, AND INCREASES IN TRANSPORTATION COST.

THIS AGREEMENT IS SUBJECT TO ADDITIONAL TERMS AND CONDITIONS ON THE SECOND PAGE WHICH CUSTOMER ACKNOWLEDGES HAVE BEEN READ AND ARE PART OF THIS AGREEMENT

<b>ACCEPTED</b>		<b>BROADWAY TRUCK CENTERS</b>	
FIRM NAME		This proposal is not binding upon seller unless signed by one of our managers.	
BY _____		APPROVED	
OFFICIAL TITLE	DATE	OFFICIAL TITLE	



# BROADWAY TRUCK CENTERS

1506 South 7th St. St Louis, MO 63104

314-241-9140 Fax: 314-241-3928

www.broadwaytruck.com



DATE: 9/2/2021

## MOTOR VEHICLE INVOICE

### DESCRIPTION

TO: (Firm or Individual's Name)

FLEET ONLY

City of University City

MAKE: Ford

STOCK NO: 22 4351

1015 Pennsylvania Ave

MODEL: F550

SALES EXEC: Joe Sind

University City, MO 63130

YEAR: 2022

TERMS: Check

PHONE: 3145655133

COLOR: White

MILES: 3

FAX: \_\_\_\_\_

TYPE: 4x2 11ft Dump

GW: 19,500

W.B. 169

CONTACT NAME

Tom Brushwood

CUSTOMER E-MAIL

SERIAL NO.

1FDUF5GN6NEE52328

We are pleased to quote, for acceptance within ten (10) days from this date, prices and terms on BROADWAY TRUCK CENTERS Vehicles and Equipment described above, delivered F.O.B : TBD

FIN CODE				Truck Selling Price:	\$ 67,658.00
				Tax, Title and License	
7.3 L Gas				** Admin Fee:	\$ -
				Total Selling Price:	
				Factory Rebates:	
				Factory Rebates:	
				Less Trade-In:	
				Net Selling Price:	\$ -
				Deposit:	
				Trade Payoff:	\$ -
					\$ -
					\$ -
				Ford ESP:	
				Balance Due:	\$ -

### DESCRIPTION OF TRADE-IN

YEAR	MAKE	MODEL	TYPE	SERIAL NO.

THIS IS OUR FIRM PRICE TODAY WITH THE EXCEPTION OF GOVERNMENT MANDATED EQUIPMENT. INCREASES FOR CHANGES IN STANDARD EQUIPMENT, AND INCREASES IN TRANSPORTATION COST.

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ACCEPTED

BROADWAY TRUCK CENTERS

FIRM NAME

This proposal is not binding upon seller unless signed by one of our managers.

BY

APPROVED

OFFICIAL TITLE

DATE

OFFICIAL TITLE



# BROADWAY TRUCK CENTERS

1506 South 7th St. St Louis, MO 63104

314-241-9140 Fax: 314-241-3928

www.broadwaytruck.com



DATE: 9/2/2021

## MOTOR VEHICLE INVOICE

### DESCRIPTION

TO: (Firm or Individual's Name)

FLEET ONLY

City of University City

MAKE: Ford

STOCK NO: 22 4822

1015 Pennsylvania Ave

MODEL: F550

SALES EXEC: Joe Sind

University City, MO 63130

YEAR: 2022

TERMS: Check

PHONE: 3145655133

COLOR: White

MILES: 3

FAX: \_\_\_\_\_

TYPE: 4x2 11ft Dump

GVW: 19,500 W.B. 169

CONTACT NAME  
Tom Brushwood

CUSTOMER E-MAIL

SERIAL NO.  
1FDUF5GN3NDA07468

We are pleased to quote, for acceptance within ten (10) days from this date, prices and terms on BROADWAY

TRUCK CENTERS Vehicles and Equipment described above, delivered F.O.B : TBD

FIN CODE				Truck Selling Price:	\$ 66,158.00
				Tax, Title and License	
7.3 L Gas				** Admin Fee:	\$ -
				Total Selling Price:	
				Factory Rebates:	
				Factory Rebates:	
				Less Trade-In:	
				Net Selling Price:	\$ -
				Deposit:	
				Trade Payoff:	\$ -
					\$ -
					\$ -
				Ford ESP:	
				Balance Due:	\$ -

### DESCRIPTION OF TRADE-IN

YEAR	MAKE	MODEL	TYPE	SERIAL NO.

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<b>ACCEPTED</b>		<b>BROADWAY TRUCK CENTERS</b>	
FIRM NAME		This proposal is not binding upon seller unless signed by one of our managers.	
BY _____		APPROVED	
OFFICIAL TITLE	DATE	OFFICIAL TITLE	

OH1-001191 MO 9-NORMAL, NB, 101191, NC281 733

VIN CERT CERT TRD RAMP BUMPER CAMP BOOK EXTERIOR

005051 837472 1DDUF4G74 NDA12655 NB



Go Further  
ford.com

VEHICLE DESCRIPTION

# SUPER DUTY

2022 F430 4X2 REG CHASSIS  
AT 1.9L POWER STROKE V8 DIESEL  
97.5 SPEED AUTOMATIC

# ND A12655

EXTERIOR  
OFFROAD WHITE  
INTERIOR  
MEDIUM EARTH GRAY VINYL

STANDARD EQUIPMENT INCLUDED AT NO EXTRA CHARGE

- EXTERIOR**
- HEADLAMPS - AUTO-LAMP (ON/OFF)
  - HEADLAMPS - AMPER ACTIVATED
  - ROOF CLEARANCE LIGHTS
  - TOW HOOKS
  - TRAILER SWAY CONTROL
  - TRAILER TOW WIRE HAINESS WIPEERS - INTERMITTENT

- INTERIOR**
- AIR COND, MANUAL FRONT
  - BLACK VINYL FLOOR COVERING
  - OUTSIDE TEMP DISPLAY
  - PARTICULATE AIR FILTER
  - STEERING - TILT/TELESCOPIC WHEEL WITH AUDIO
  - UPFLITER SWITCHES
  - VINYL SUN VISORS

- FUNCTIONAL**
- 4-WHEEL ANTILOCK BRAKE SYS
  - FORDPASS™ CONNECT 4G-Wi-Fi HOTSPOT TELEMATICS MODEM
  - HILL START ASSIST
  - JEWEL EFFECT HEADLAMPS
  - MONO BEAM COIL SPRING FRNT SUSPENSION W/STAB BAR
  - STABILIZER BAR, FRONT/REAR
  - SYNC® WITH APPLE/iOS®

- SAFETY/SECURITY**
- ADVANCEDTRAC® WITH RSC®
  - AIRBAGS - SAFETY CANOPY®
  - BELT-MINDER CHIME
  - DRIVER/PASSENGER AIR BAGS
  - SOS POST-CRASH ALERT SYS™
- WARRANTY**
- 3-YR/60,000 BUMPER / BUMPER
  - 3-YR/60,000 POWERTRAIN
  - 5-YR/100,000 POWERTRAIN ASSIST
  - 5-YR/100,000 DIESEL ENGINE

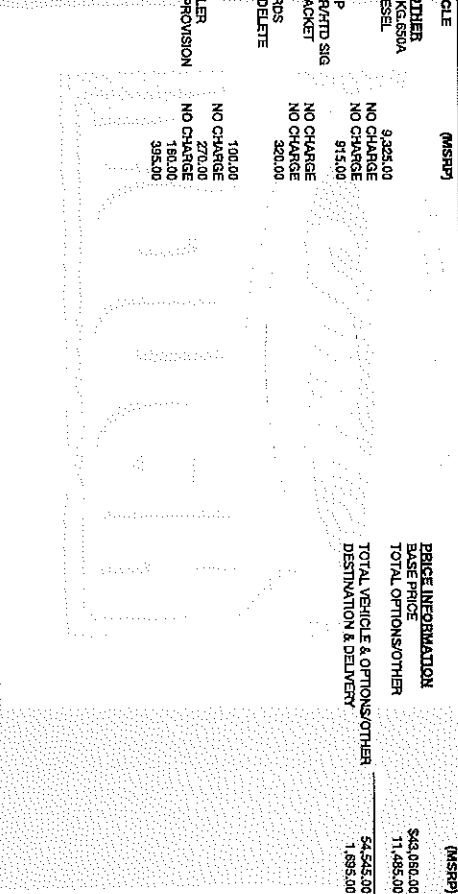
(MSRP)

(MSRP)

PRICE INFORMATION	\$49,065.00
BASE PRICE	\$49,065.00
TOTAL OPTIONS/OTHER	\$1,895.00
TOTAL VEHICLE & OPTIONS/OTHER DESTINATION & DELIVERY	\$54,545.00

- INCLUDED ON THIS VEHICLE**
- OPTIONAL EQUIPMENT/OTHER PREFERRED EQUIPMENT PKG,SS0A**
- 6.7L POWER STROKE V8 DIESEL
  - 10-SPEED AUTOMATIC
  - 4.10 RATIO REGULAR AXLE
  - POWER EQUIPMENT GROUP
  - TELESCOPIC TT MIRR-PWR/HTD SIG
  - FRONT LICENSE PLATE BRACKET
  - XL DECOR PACKAGE
  - PLATFORM RUNNING BOARDS
  - TRAILER BRAKE CONTROLLER
  - 50 STATE EMISSIONS
  - ENGINE BLOCK HEATER
  - TRAILER BRAKE TAKE-OFF PROVISION
  - UTILITY LIGHTING SYSTEM
  - XL VALUE PACKAGE

- 140L.00
- NO CHARGE
- 2770.00
- NO CHARGE
- 82.00
- 385.00



**TOTAL MSRP \$56,240.00**

Whether you decide to lease or finance your vehicle, you'll find the choices that are right for you. See your dealer for details or visit [www.ford.com/finance](http://www.ford.com/finance).

**SPECIAL ORDER**

NC281 N RB 2X 250 001191 03 28 22

This label is affixed pursuant to the Federal Automobile Information Disclosure Act. Gasoline, License, and Title Fees, State and Local taxes are not included. Dealer installed options or accessories are not included unless listed above.

**EPA Fuel Economy and Environment**

**FUEL ECONOMY RATINGS NOT REQUIRED ON THIS VEHICLE**

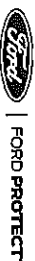
**fuelconomy.gov**

Calculate personalized estimates and compare vehicles.



The FordPass Connect™ modem is active and sending vehicle data (e.g., diagnostics) to Ford. See In-Vehicle Settings for connectivity options.

FordPass Connect™ Service and PreStar™ App required for certain remote features like App Remote for more information, visit [ford.com/fordpassconnect](http://ford.com/fordpassconnect). For more information, visit [ford.com/fordpassconnect](http://ford.com/fordpassconnect) to compare AT&T network availability. Service technology/cellular networks may affect functionality and availability, or continued provision of some features, prohibiting them from functioning. Message and data rates may apply. See your local Ford website for our privacy policy.



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**WARNING:** Operating, servicing and maintaining a passenger vehicle, pickup truck, van, or off-road vehicle can expose you to chemicals including engine exhaust, carbon monoxide, phthalates, and lead, which are known to the State of California to cause cancer and birth defects or other reproductive harm. To minimize exposure, avoid breathing exhaust, do not idle the engine except as necessary, service your vehicle in a well-ventilated area and wear gloves or wash your hands frequently when servicing your vehicle. For more information go to [www.P65Warnings.ca.gov/passengervehicle](http://www.P65Warnings.ca.gov/passengervehicle).





OHI-000029 MO 53W 9111

2022 ESPO 4X2 REG CHASSIS  
7.3L DIESEL NA 241 VS ENGINE  
10-SPEED AUTOMATIC

1PDU5G3N3NDP07468

SUZER

8687

005407

1PDU5G3N3

NDA07468 NB



# SUPER DUTY

EXTERIOR  
OXFORD WHITE  
INTERIOR  
MEDIUM EARTH GRAY VINYL

NP A07468

STANDARD EQUIPMENT INCLUDED AT NO EXTRA CHARGE

- EXTERIOR**
- HEADLAMPS - AUTOLAMP (ON/OFF)
  - HEADLAMPS - WIPER ACTIVATED
  - ROOF CLEARANCE LIGHTS
  - TOW HOOKS
  - TRAILER SWAY CONTROL
  - TRAILER TOW WIRE HANDNESS
  - WIPERS - INTERMITTENT

- INTERIOR**
- AIR COND., MANUAL FRONT
  - BLACK VINYL FLOOR COVERING
  - OUTSIDE TEMP DISPLAY
  - PARTICULATE AIR FILTER
  - STEERING - TILT/TELESCOPIC
  - WHEEL WITH AUDIO
  - UPFLITER SWITCHES
  - VINYL SUN VISORS

- FUNCTIONAL**
- 4-WHEEL ANTILOCK BRAKE SYS
  - FORDPASS™ CONNECT 4GM-FI HOTOSPOT/TELEMATICS MODEM
  - HILL START ASSIST
  - JEWEL EFFECT HEADLAMPS
  - MOMO BEAM COIL SPRING HRT
  - SUSPENSION W/STAB BAR
  - STABILIZER BAR, FRONT/REAR
  - STRAPS WITH APPLINK®

- SAFETY/SECURITY**
- ADVANCETRAC™ WITH RSC®
  - AIRBAGS - SAFETY CANOPY®
  - BELT-MANAGER CHIME
  - DRIVER/PASSENGER AIR BAGS
  - SOS POST-CRASH ALERT SYS™
- WARRANTY**
- 3-YR/50,000 MILE Bumper-to-Bumper / 5-YR/100,000 Mile Powertrain
  - 5-YR/100,000 Mile Diesel Assist
  - 3-YR/100,000 Mile Diesel Engine

**INCLUDED ON THIS VEHICLE**

- OPTIONAL EQUIPMENT/OTHER PREFERRED EQUIPMENT PKG. 666A**
- 225/70R 19.5G TRACTION TIRES
  - 4.88 RATIO LIMITED SLIP AXLE
  - PAYLOAD PLUS PACKAGE UPGRADE
  - POWER EQUIPMENT GROUP
  - TELESCOPING TT MIRR-P/POWER/HD SIG
  - FRONT LICENSE PLATE BRACKET
  - XL DECOR PACKAGE
  - PLATFORM RUNNING BOARDS
  - TIRE INFLATION MONITOR DELETE
  - 1850W GVWR PACKAGE
  - 50 STATE EMISSIONS
  - TOW/HOOK OUTLET
  - SPARE TIRE AND WHEEL DELETE
  - TRAILER BRAKE CONTROLLER
  - TUBES POWER STEERING PROVISION
  - TURN-ON LIGHTING SYSTEM
  - 40 GAL. APT. OF AXLE FLU. TANK
  - 397 AMP ALTERNATOR
  - DUAL BATTERY
  - REAR VIEW CAMERA & PREP KIT
  - PRE-COLLISION ASSIST WAEB
  - XL VALUE PACKAGE
  - CRUISE CONTROL

(MSRP)	(MSRP)
NO CHARGE	NO CHARGE
180.00	180.00
360.00	360.00
1,155.00	1,155.00
915.00	915.00
NO CHARGE	NO CHARGE
NO CHARGE	NO CHARGE
320.00	320.00
NO CHARGE	NO CHARGE
116.00	116.00
16.00	16.00
270.00	270.00
115.00	115.00
280.00	280.00
180.00	180.00
NO CHARGE	NO CHARGE
NO CHARGE	NO CHARGE
415.00	415.00
115.00	115.00
395.00	395.00

**PRICE INFORMATION**

BASE PRICE \$43,925.00

TOTAL OPTIONS/OTHER 4,895.00

TOTAL VEHICLE & OPTIONS/OTHER 48,820.00

DESTINATION & DELIVERY 1,895.00

RAMP ONE	3500 TWO
<b>RAMP</b>	
	TRAILER
	53-6944 O/T S9

**TOTAL MSRP \$49,925.00**

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**SPECIAL ORDER**

R397 R 69 241 245 000029 04 12 22

**EPA Fuel Economy and Environment**

# FUEL ECONOMY RATINGS NOT REQUIRED ON THIS VEHICLE

**fuelconomygov**

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**45 BUILT BY FORD YEARS OF DURABLE**

**F-SERIES AMERICA'S BEST SELLING TRUCKS**

The FordPass™ Connect modern is active and sending vehicle data (e.g., diagnostics) to Ford. See in-vehicle settings for connectivity options.

\*Based on 1971-2021 CY total sales. \*\*FordPass Connect (optional on select vehicles), the FordPass app and complimentary Connected Services are available on compatible vehicles. FordPass Connect (optional on select vehicles) and services depend on compatible AT&T network availability. Evolving connectivity/vehicle network capabilities may affect availability and prevent operation of connected features. Connected service excludes Wi-Fi hotspot.

**FORD PROTECT**

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1PDU5G3N3NDP07468

SCAN OR TEXT 31NDU07468 TO 48263

How to Order Ford Pass Connect: Text 31NDU07468 to 48263. See your Ford dealer for details.

www.ford.com/45years

KTP-000166 WI 53W 911 GR 2 Y 13.0 33MP HEMG 1EDU5GN6NEE52328 SUPER NE E52328 NB



**SUPER DUTY**  
 2022 F550 4X2 REG CHASSIS  
 XL 169" WB CHASSIS CAB  
 7.3L DIESEL NA PFI V8 ENGINE  
 10-SPEED AUTOMATIC

**NE E52328**  
 EXTERIOR: OXFORD WHITE  
 INTERIOR: MEDIUM EARTH GRAY VINYL

STANDARD EQUIPMENT INCLUDED AT NO EXTRA CHARGE

- |  |  |   |   |
|--|--|---|---|
| <b>EXTERIOR</b>  | <b>INTERIOR</b>  | <b>FUNCTIONAL</b>   | <b>SAFETY/SECURITY</b>  |
| <ul style="list-style-type: none"> <li>HEADLAMPS - AUTO LAMP (ON/OFF)</li> <li>HEADLAMPS - WIPER ACTIVATED</li> <li>ROOF CLEARANCE LIGHTS</li> <li>TOW HOOKS</li> <li>TRAILER SWAY CONTROL</li> <li>TRAILER TOW WIRE HARNESS</li> <li>WIPERS - INTERMITTENT</li> </ul> | <ul style="list-style-type: none"> <li>AIR COND, MANUAL FRONT</li> <li>BLACK VINYL FLOOR COVERING</li> <li>OUTSIDE TEMP DISPLAY</li> <li>PARTICULATE AIR FILTER</li> <li>STEREING - TILT/TELESCOPIC</li> <li>WHEEL WITH AUDIO</li> <li>UPFRONT SWITCHES</li> <li>VINYL SUN VISORS</li> </ul> | <ul style="list-style-type: none"> <li>4-WHEEL ANTILOCK BRAKE SYS</li> <li>FORDPASS™ CONNECT</li> <li>HILL START ASSIST</li> <li>JEWEL EFFECT HEADLAMPS</li> <li>MONO BEAM COIL SPRING FRT</li> <li>SUSPENSION W/STEER BAG</li> <li>STABILIZER BAR, FROK/REAR</li> <li>STRUC W/TH APPLINKS</li> </ul> | <ul style="list-style-type: none"> <li>ADVANCETRAC™ WITH RSC®</li> <li>AIRBAGS - SAFETY CANOPY®</li> <li>BELT-MINDER CHIME</li> <li>DRIVER/PASSENGER AIR BAGS</li> <li>SOS POST-CRASH ALERT SYS™</li> </ul> |

- INCLUDED ON THIS VEHICLE (MSRP)**
- |   |           |           |           |           |
|---|-----------|-----------|-----------|-----------|
| OPTIONAL EQUIPMENT/OTHER PREFERRED EQUIPMENT PKG.686A | NO CHARGE | 190.00    | NO CHARGE | 190.00    |
| 10-SPEED AUTOMATIC                                    | 350.00    | 1,165.00  | 1,165.00  | 350.00    |
| 228/70R19.5G TRACTION TIRES                           | 1,160.00  | NO CHARGE | NO CHARGE | 320.00    |
| 4.88 RATIO LIMITED SLIP AXLE                          | NO CHARGE | NO CHARGE | NO CHARGE | NO CHARGE |
| PAYLOAD PLUS PACKAGE UPGRADE                          | NO CHARGE | NO CHARGE | NO CHARGE | NO CHARGE |
| POWER EQUIPMENT GROUP                                 | NO CHARGE | NO CHARGE | NO CHARGE | NO CHARGE |
| TELESCOPIC TILT MIRR-P/POWERD SIG                     | NO CHARGE | NO CHARGE | NO CHARGE | NO CHARGE |
| FRONT LICENSE PLATE BRACKET                           | NO CHARGE | NO CHARGE | NO CHARGE | NO CHARGE |
| XL DECOR PACKAGE                                      | NO CHARGE | NO CHARGE | NO CHARGE | NO CHARGE |
| FLATIRON ROUNDING BOARDS                              | NO CHARGE | NO CHARGE | NO CHARGE | NO CHARGE |
| THE FLATIRON MOUNTING DELETE                          | NO CHARGE | NO CHARGE | NO CHARGE | NO CHARGE |
| TRUCK HOOK HEATER                                     | 100.00    | 100.00    | 100.00    | 100.00    |
| ESTATE BRASSHDS                                       | 175.00    | 175.00    | 175.00    | 175.00    |
| 110V/400V OUTLET                                      | 85.00     | 85.00     | 85.00     | 85.00     |
| SPARE TIRE AND WHEEL DELETE                           | 300.00    | 300.00    | 300.00    | 300.00    |
| TRAILER BRAKE CONTROLLER                              | 55.00     | 55.00     | 55.00     | 55.00     |
| JACK  | 280.00    | 280.00    | 280.00    | 280.00    |
| TRANS POWER TAKE-OFF PROVISION                        | 180.00    | 180.00    | 180.00    | 180.00    |
| UTILITY LIGHTING SYSTEM                               | NO CHARGE | NO CHARGE | NO CHARGE | NO CHARGE |
| 40 GAL. AFT OF AXLE FLUID TANK                        | NO CHARGE | NO CHARGE | NO CHARGE | NO CHARGE |
| 397 AMP ALTERNATOR                                    | 115.00    | 115.00    | 115.00    | 115.00    |
| DUAL BATTERY  | NO CHARGE | NO CHARGE | NO CHARGE | NO CHARGE |
| REAR VIEW CAMERA & PREP KIT                           | 45.00     | 45.00     | 45.00     | 45.00     |
| DAYTIME RUNNING LIGHTS                                | 45.00     | 45.00     | 45.00     | 45.00     |
| XL VALUE PACKAGE                                      | 395.00    | 395.00    | 395.00    | 395.00    |

**PRICE INFORMATION**  
 BASE PRICE \$44,715.00  
 TOTAL OPTIONS/OTHER \$1,115.00  
 TOTAL VEHICLE & OPTION/OTHER \$45,830.00  
 DESTINATION & DELIVERY 1,795.00

RAIP ONE	RAIP TWO	RAIL	FORD CREDIT
RW73	MSRP: \$3,965.00 O/T \$9		
<b>TOTAL MSRP \$51,645.00</b> Whether you decide to lease or finance your vehicle, you'll find the choices that are right for you. See your dealer for details or visit <a href="http://www.ford.com/finance">www.ford.com/finance</a> .			
<b>SPECIAL ORDER</b> Z103 D 6S 2X 250 000166 06 29 22			

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15F0UEFGN6NEE52328

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Scan QR code for more details and help

**EPA Fuel Economy and Environment**

**FUEL ECONOMY RATINGS NOT REQUIRED ON THIS VEHICLE**

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45 BUILT FORD YEARS AMERICA'S BEST SELLING TRUCKS

The FordPass™ Connect modern is active and sending vehicle data (e.g., diagnostics) to Ford. See in-vehicle settings for connectivity options.

\*Based on 1977-2021 CY total sales. \*\*FordPass Connect (optional on select vehicles), the FordPass app and complimentary Connected Services are available on select Ford vehicles. Features and features depend on compatible ATN™ network availability, featuring technology/cellular network coverage, and vehicle connectivity and internet service. Connected services exclude Wi-Fi hotspot.

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08/10/2022



# Roger Jennings

THE ALL AMERICAN AUTO DEALER<sup>SM</sup>



CHEVY



BUICK

1617 Vandalia Road, Hillsboro IL 62049  
Phone (217) 532-3200 • Fax: (217) 532-2515

Purchaser's Name CITY OF UNIVERSITY CITY Phone \_\_\_\_\_  
 Address 6801 DELMAR BLVD City UNIVERSITY CITY State MO Zip 63130  
 DATE 08/10/22 Year 22 Make CHEVROLET TRUCK Model K2500 Color SUMMIT WHITE  
 Serial No. 1GC3YNE79NF342883  New  Demo  Used Mileage 10

Selling Price	STOCK NO: L150	\$	52815.00
Used Car Allowance		\$	N/A
Difference		\$	52815.00
Rust proofing	<input type="checkbox"/> Xzilon	\$	1448.00
	<input type="checkbox"/> Tire & Wheel <input type="checkbox"/> Windshield	\$	N/A
Unit Handling & Documentary Fees		\$	324.00
Sub Total		\$	54587.00
Tax		\$	N/A
License & Title Fee		\$	10.00
		\$	N/A
Service Contract		\$	N/A
Total Selling Price		\$	54597.00
Total Cash Difference	REBATES	\$	500.00
Partial Payment		\$	N/A
Deposit		\$	N/A
Balance		\$	54097.00
Trade Yr.	Make	Vin #	
Pay Off		\$	N/A
Pay Off To:		\$	N/A
Total to Finance:		\$	54097.00
Show Lien To:		\$	

REMARKS:

**IMPORTANT!**

THE BUYERS ACCEPTANCE OF THIS CONTRACT IS EXPRESSLY LIMITED TO THE TERMS OF THIS CONTRACT. ANY TERMS OR CONDITIONS OR BUYER'S ACCEPTANCE OF THIS CONTRACT WHICH ARE IN ADDITION TO OR INCONSISTENT WITH THE TERMS OF THE CONTRACT SHALL BE UNENFORCEABLE AND VOID AND SHALL NOT BECOME A PART OF THIS CONTRACT.

THIS CONTRACT CONTAINS THE ENTIRE AGREEMENT BETWEEN BUYER AND SELLER, AND THERE ARE NO ORAL REPRESENTATIONS OR WARRANTIES WHICH ARE A PART OF OR WHICH INDUCED BUYER INTO THIS CONTRACT.

CO-OWNER

PURCHASER'S SIGNATURE \_\_\_\_\_ X \_\_\_\_\_

ACCEPTED ROGER JENNINGS, INC. \_\_\_\_\_

SALESPERSON \_\_\_\_\_

NO PUBLIC LIABILITY INSURANCE ISSUED 15

# Roger Jennings

THE ALL AMERICAN AUTO DEALER<sup>SM</sup>



CHEVY



BUICK

1617 Vandalia Road, Hillsboro IL 62049  
Phone (217) 532-3200 • Fax: (217) 532-2515

Purchaser's Name CITY OF UNIVERSITY CITY Phone \_\_\_\_\_  
Address 6801 DELMAR BLVD City UNIVERSITY CITY State MO Zip 63130  
DATE 08/10/22 Year 21 Make GMC Model K-2500 HD Color WHITE

Serial No. 1GT49LE78MF225123  New  Demo  Used Mileage 13136

Selling Price STOCK NO: Y6978 \$ 53900.00

Used Car Allowance \$ N/A

Difference \$ 53900.00

Rust proofing  Xzilon \$ N/A

Tire & Wheel  Windshield \$ N/A

Unit Handling & Documentary Fees \$ 324.00

Sub Total \$ 54224.00

Tax \$ N/A

License & Title Fee \$ 10.00

\$ N/A

Service Contract \$ N/A

Total Selling Price \$ 54234.00

Total Cash Difference \$ N/A

Partial Payment \$ N/A

Deposit \$ N/A

Balance \$ 54234.00

Trade Yr. \_\_\_\_\_ Make \_\_\_\_\_ Vin # \_\_\_\_\_

Pay Off \$ N/A

Pay Off To: \$ N/A

Total to Finance: \$ 54234.00

Show Lien To: \$ \_\_\_\_\_

REMARKS: \_\_\_\_\_

**IMPORTANT!**

THE BUYER'S ACCEPTANCE OF THIS CONTRACT IS EXPRESSLY LIMITED TO THE TERMS OF THIS CONTRACT. ANY TERMS OR CONDITIONS OR BUYER'S ACCEPTANCE OF THIS CONTRACT WHICH ARE IN ADDITION TO OR INCONSISTENT WITH THE TERMS OF THE CONTRACT SHALL BE UNENFORCEABLE AND VOID AND SHALL NOT BECOME A PART OF THIS CONTRACT.

THIS CONTRACT CONTAINS THE ENTIRE AGREEMENT BETWEEN BUYER AND SELLER, AND THERE ARE NO ORAL REPRESENTATIONS OR WARRANTIES WHICH ARE A PART OF OR WHICH INDUCED BUYER INTO THIS CONTRACT.

CO-OWNER

PURCHASER'S SIGNATURE \_\_\_\_\_ X \_\_\_\_\_

ACCEPTED ROGER JENNINGS, INC. \_\_\_\_\_

SALESPERSON \_\_\_\_\_

**NO PUBLIC LIABILITY INSURANCE ISSUED 6**



6437 Manchester Avenue, St. Louis, MO 63139  
 PHONE: (314) 645-6200 | FAX: (314) 951-7750

Request No.	Line No.	Order Type	Created	Sales Rep.
FQ2208120034	1	Field Quotation	08/12/2022 at 12:37 PM	Safija Dedic

Bill To	Ship To	Site
City of University City 6801 Delmar Blvd. University City, MO 63130	University City C/O Michael Carlin 863 Westgate Ave University City MO 63130	City of University City 6801 Delmar Blvd. University City, MO 63130

Requestor: Michael Carlin      Phone: 314.505.8616      Fax: 314-862-0694

Work Performed On:	Model	ID:	Version:
	DATA NETWORK SYSTEM	PJ0508310002-3	
Location:			

**Scope of Work**  
 Tech to supply one APC 2200 UPS. Freight Included via regular UPS

Qty	Part Number	Description
1.00	SMX2200HVNC	Tower, Rack, 2200VA, Line Interactive, Smart-UPS X, 4U

X \_\_\_\_\_  
 Customer Signature

Subtotal: \$2,792.65  
 Special Freight: \$0.00  
 Tax: \$0.00  
 Total: \$2,792.65

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[http://www.techelectronics.com/wp-content/uploads/2018/11/field\\_quote\\_terms\\_conditions.pdf](http://www.techelectronics.com/wp-content/uploads/2018/11/field_quote_terms_conditions.pdf)

**MEMORANDUM**

**TO: Mr. Gregory Rose, City Manager**

**FROM: Darren Dunkle, Director of Parks, Recreation and Forestry  
Acting Director of Public Works**

**DATE: August 10, 2022**

**SUBJECT: Compact Utility Tractor and Backhoe - Recommendation**

---

I am following up on our conversation regarding the emergency replacement of a John Deere 4052M Compact Utility Tractor with a 485A Backhoe Attachment (Parks Department) that was lost in the storm event that took place on July 26<sup>th</sup> and 28<sup>th</sup>.

Per our conversation, staff has been able to locate a Compact Utility Tractor with a Backhoe Attachment from Sydenstricker Nobbe Partners in the amount of \$51,239.05. If approved, we should be able to receive the Compact Utility Tractor with a Backhoe Attachment no later than the end of the month.

**Accordingly, I request your approval in the emergency purchase of the Compact Utility Tractor with a Backhoe Attachment from Sydenstricker Nobbe Partners in the amount of \$51,239.05.**

If you have any questions or need additional information, please let me know.



## MEMORANDUM

**TO:** Mr. Gregory Rose, City Manager  
**FROM:** Darren Dunkle, Director of Parks, Recreation and Forestry  
Acting Director of Public Works  
**DATE:** August 10, 2022  
**SUBJECT:** Front End Mowers - Recommendation

---

I am following up on our conversation regarding the emergency replacement of two John Deere Z930M ZTrak Front End Mowers (Street Department) and three John Deere Z960M ZTrak Front End Mowers (Parks Department) that were lost in the storm event that took place on July 26<sup>th</sup> and 28<sup>th</sup>.

Per our conversation, staff has been able to locate a Front-End Mowers from Sydenstricker Nobbe Partners in the amount of \$61,754.60. If approved, we should be able to receive the Front-End Mowers no later than the end of the month.

**Accordingly, I request your approval in the emergency purchase of the Front-End Mowers from Sydenstricker Nobbe Partners in the amount of \$61,754.60.**

If you have any questions or need additional information, please let me know.



## MEMORANDUM

**TO:** Mr. Gregory Rose, City Manager

**FROM:** Darren Dunkle, Director of Parks, Recreation and Forestry  
Acting Director of Public Works

**DATE:** August 10, 2022

**SUBJECT:** Front End Mower with Blade - Recommendation

---

I am following up on our conversation regarding the emergency replacement of two John Deere 1570 Terrain Cut Front End Mowers with a Snow Blade (Parks Department) that were lost in the storm event that took place on July 26<sup>th</sup> and 28<sup>th</sup>.

Per our conversation, staff has been able to locate a Front-End Mowers from Sydenstricker Nobbe Partners in the amount of \$61,066.91. If approved, we should be able to receive the Front-End Mowers no later than the end of the month.

**Accordingly, I request your approval in the emergency purchase of the Front-End Mowers from Sydenstricker Nobbe Partners in the amount of \$61,066.91.**

If you have any questions or need additional information, please let me know.



## MEMORANDUM

**TO:** Mr. Gregory Rose, City Manager  
**FROM:** Darren Dunkle, Director of Parks, Recreation and Forestry  
Acting Director of Public Works  
**DATE:** August 10, 2022  
**SUBJECT:** Street Sweeper - Recommendation

---

I am following up on our conversation regarding the emergency replacement of a Street Sweeper that was lost in the storm event that took place on July 26<sup>th</sup> and 28<sup>th</sup>.

Per our conversation, staff has been able to locate a Street Sweeper from Key Equipment through a cooperative purchasing agreement with Sourcewell in the amount of \$244,138.80. If approved, we should be able to receive the Street Sweeper by the end of the month.

**Accordingly, I request your approval in the emergency purchase of the Street Sweeper from Key Equipment in the amount of \$244,138.80.**

If you have any questions or need additional information, please let me know.



## MEMORANDUM

**TO:** Mr. Gregory Rose, City Manager  
**FROM:** Darren Dunkle, Director of Parks, Recreation and Forestry  
Acting Director of Public Works  
**DATE:** August 10, 2022  
**SUBJECT:** Gym Floor Removal Supplement - Recommendation

---

I am following up on our conversation regarding the need to removal the gym floor that was damaged by the storm events that took place on July 26<sup>th</sup> and 28<sup>th</sup>.

Per our conversation, there is an immediate need to remove the flooring as soon as possible to mitigate the mold and mildew that can and will build up under the floor. Staff has spoken to the company that originally installed the floor as well as Servpro regarding the condition of the floor as well as the cost associated with the removal of the floor. In doing so, we have found that there really wouldn't be a price difference between the two companies, however, with Servpro being already on sight, they could take out the floor immediately which could prevent further mold and mildew from occurring within the facility.

**Accordingly, I request your approval in the removal of the gym floor through a supplemental agreement to the Servpro contract in the amount of \$57,327.21.**

If you have any questions or need additional information, please let me know.





## MEMORANDUM

**TO:** Mr. Gregory Rose, City Manager

**FROM:** Darren Dunkle, Director of Parks, Recreation and Forestry  
Acting Director of Public Works

**DATE:** August 10, 2022

**SUBJECT:** Walk Behind Mowers - Recommendation

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I am following up on our conversation regarding the emergency replacement of two John Deere W48R Walk Behind Mowers (Parks Department) that were lost in the storm event that took place on July 26<sup>th</sup> and 28<sup>th</sup>.

Per our conversation, staff has been able to locate a Walk Behind Mowers from Sydenstricker Nobbe Partners in the amount of \$13,088.46. If approved, we should be able to receive the Front-End Mowers no later than the end of the month.

**Accordingly, I request your approval in the emergency purchase of the Walk Behind Mowers from Sydenstricker Nobbe Partners in the amount of \$13,088.46.**

If you have any questions or need additional information, please let me know.



## MEMORANDUM

**TO:** Mr. Gregory Rose, City Manager  
**FROM:** Darren Dunkle, Director of Parks, Recreation and Forestry  
Acting Director of Public Works  
**DATE:** August 10, 2022  
**SUBJECT:** Push Mower - Recommendation

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I am following up on our conversation regarding the emergency replacement of two Honda HRN216VYA Push Mowers (Parks Department) that was lost in the storm event that took place on July 26<sup>th</sup> and 28<sup>th</sup>.

Per our conversation, staff has been able to locate a Push Mowers from Sydenstricker Nobbe Partners in the amount of \$1,132.00. If approved, we should be able to receive the Push Mowers no later than the end of the month.

**Accordingly, I request your approval in the emergency purchase of the Push Mowers from Sydenstricker Nobbe Partners in the amount of \$1,132.00.**

If you have any questions or need additional information, please let me know.