



CITY OF CAPE GIRARDEAU, MISSOURI

City Council Agenda

Stacy Kinder, Mayor
Dan Presson, Ward 1
Tameka Randle, Ward 2
Nate Thomas, Ward 3
David J. Cantrell, Ward 4
Ryan Essex, Ward 5
Mark Bliss, Ward 6

City Council Chambers
City Hall
44 N. Lorimier St

Agenda Documents, Videos
Minutes, and Other Information:
www.cityofcape.org/citycouncil

December 2, 2024
5:00 PM

- **City residents desiring to speak about items NOT on the agenda must register no later than 8:00 am, on Monday, December 2, 2024, by using the form found at cityofcape.org/council, by emailing cityclerk@cityofcape.org, or by calling 573-339-6320.**

Invocation

Reverend Linda Gastreich of Grace United Methodist Church in Cape Girardeau

Pledge of Allegiance

Study Session

Presentations

Communications/Reports

Items for Discussion

- Appearances by Advisory Board Applicants
- Transportation Trust Fund 7 Presentation - Jeff Maurer
- Consent Agenda Review

Regular Session

Call to Order/Roll Call

Adoption of the Agenda

Public Hearings

Consent Agenda

The Consent Agenda is a meeting method to make City Council meetings more efficient and meaningful to the members of the audience. All matters listed within the Consent Agenda have been distributed to each member of the Cape Girardeau City Council for reading and study, are considered to be routine, and will be enacted by one motion of the council with no separate discussion. Staff recommends approval of the Consent Agenda. If separate discussion is desired, that item may be removed from the Consent Agenda and placed on the Regular Agenda by request of a member of the City Council.

1. Approval of the November 18, 2024, City Council Regular Session Minutes.
2. BILL NO. 24-123, an Ordinance amending Schedule C of Section 26-132 of the City Code, by establishing stop signs at various intersections, in the City of Cape Girardeau, Missouri. Second and Third Readings.
3. BILL NO. 24-124, an Ordinance amending Schedule K of Section 26-132 of the City Code, by establishing yield signs at various intersections in the City of Cape Girardeau, Missouri. Second and Third Readings.
4. BILL NO. 24-125, an Ordinance accepting a Permanent Water Line Easement from the County of Cape Girardeau for property located at 3555 Veterans Memorial Drive, in the City of Cape Girardeau, Missouri. Second and Third Readings.
5. BILL NO. 24-126, an Ordinance vacating the City's interest in a Sanitary Sewer Easement on property located at 1619 Whitener Street, in the City of Cape Girardeau, Missouri. Second and Third Readings.
6. BILL NO. 24-127, an Ordinance amending Chapter 30 of the Code of Ordinances of the City of Cape Girardeau, Missouri, regarding Height and Area Exceptions and Modifications. Second and Third Readings.
7. BILL NO. 24-128, an Ordinance approving the record plat of Athena Properties Subdivision. Second and Third Readings.
8. BILL NO. 24-129, an Ordinance approving the record plat of McMillan's First Subdivision. Second and Third Readings.
9. BILL NO. 24-130, an Ordinance appropriating monies from the General Fund for expenditures for the Police Department for fiscal year ending June 30, 2025. Second and Third Readings.
10. BILL NO. 24-131, a Resolution authorizing the City Manager to execute an Agreement with Proshot Concrete, Inc., for the Merriwether Storm Tunnel Rehabilitation. Reading and Passage.
11. BILL NO. 24-132, a Resolution authorizing the City Manager to Execute an Agreement with Fronabarger Concreters, Inc., for the South Sprigg Street Improvements - Southern Expressway to Shawnee Parkway. Reading and Passage.

Items Removed from Consent Agenda

New Ordinances

Mayor will ask for appearances after each Ordinance is read.

Individuals who wish to make comments regarding the item must be recognized by the Mayor/Mayor Pro Tempore. Each speaker is allowed 3 minutes and must stand at the public microphone and state his/her name and address for the record. The timer will buzz at the end of the speaker's time.

12. BILL NO. 24-134, an Ordinance authorizing the City Manager to execute a Cooperation Agreement with the Cape Girardeau Public Library regarding Insurance for Library employees and authorizing certain actions by City Officials. First Reading. CMO-Trevor Pulley

Appointments

Other Business

Appearances regarding items not listed on the agenda.

This is an opportunity for the City Council to listen to comments regarding items not listed on the agenda. The Mayor may refer any matter brought up to the City Council to the City Manager if action is needed. Individuals who wish to make comments must first be recognized by the Mayor or Mayor Pro Tempore. Each speaker is allowed 3 minutes. Please face and speak directly to the City Council as a whole. The Mayor and Council Members will not engage or answer questions during the speaker's time at the podium. The timer will sound at the end of the speaker's time.

Meeting Adjournment

Closed Session

The City Council of the City of Cape Girardeau, Missouri, may, as a part of a study session or regular or special City Council meeting, vote to hold a closed session to discuss issues listed in RSMo. Section 610.021, including but not limited to: legal actions, causes of legal action or litigation, leasing, purchasing or sale of real estate, hiring, firing, disciplining, personnel issues, or confidential or privileged communications with its attorneys.

Future Appointments and Memos

- Appointments to the Semo Redi Board of Directors

Staff:
Agenda: 12/2/2024

AGENDA REPORT
Cape Girardeau City Council

| ATTACHMENTS: | |
|--|--|
| Name: | Description: |
| TTF-7 Committee Recommended Project List for Council.pdf | TTF-7 Committee Recommended Project List |

TTF-7 Committee Recommended Project List

General Maintenance Projects

| <u>Project Type</u> | <u>Annual Cost</u> | <u>Five-Year Cost</u> |
|--|--------------------|-----------------------|
| Asphalt Maintenance and Overlay | \$600,000 | \$3,000,000 |
| Concrete Repair (Streets, Curbs, Gutters) | \$1,450,000 | \$7,250,000 |
| Streetscape and Sidewalk - New Connectivity and Repair | \$250,000 | \$1,250,000 |
| General Maintenance Projects Subtotal | | \$11,500,000 |

Specific Projects

| <u>Project Name</u> | <u>Project Type</u> | <u>Estimated Cost</u> |
|--|---------------------------------|-----------------------|
| Mount Auburn Road from Hopper Road to Independence Street <i>(New Pavement, New Curb and Gutter, Sidewalk Repair)</i> | Reconstruction & Rehabilitation | \$5,500,000 |
| Perryville Road from Cape Rock Drive to Perry Avenue <i>(Pavement Repair, Addition of New Sidewalk on East Side)</i> | Reconstruction & Rehabilitation | \$3,500,000 |
| Sprigg Street from William Street to Route 74 <i>(New Pavement, New Curb and Gutter, Sidewalk Repair)</i> | Reconstruction & Rehabilitation | \$4,500,000 |
| Specific Projects Subtotal | | \$13,500,000 |

Safety Improvements/Contingency **\$2,000,000**

TOTAL **\$27,000,000**

Alternate Specific Projects

| <u>Project Name</u> | <u>Project Type</u> | <u>Estimated Cost</u> |
|--|--|-----------------------|
| Mount Auburn Road from Kingshighway to Hopper Road <i>(New Pavement, New Curb and Gutter, Sidewalk Repair)</i> | Reconstruction & Rehabilitation | \$3,500,000 |
| William Street from Sheridan Drive to West End Boulevard <i>(Pavement and Sidewalk Repair, Addition of Pedestrian Crossing Signals to Traffic Signals at Sheridan Drive and West End Boulevard Intersections)</i> | Reconstruction & Rehabilitation; Streetscape Enhancements | \$4,000,000 |

Staff:
Agenda: 12/2/2024

AGENDA REPORT
Cape Girardeau City Council

SUBJECT

Approval of the November 18, 2024, City Council Regular Session Minutes.

| ATTACHMENTS: | |
|---|--|
| Name: | Description: |
| DRAFT_Council.RegularSession_Minutes.11-18-2024.pdf | 2024.11.18 Draft Council Meeting Minutes |

Proceedings of the City Council, City of Cape Girardeau, Mo.
Regular Session November 18, 2024 MM-105

STUDY SESSION – November 18, 2024

NO ACTION TAKEN DURING THE STUDY SESSION

The Cape Girardeau City Council held a study session at the Cape Girardeau City Hall on Monday, November 18, 2024, starting at 5:00 p.m. with Mayor Stacy Kinder presiding and Council Members Mark Bliss, David J. Cantrell, Ryan Essex, Dan Presson, Tameka Randle and Nate Thomas present.

REGULAR SESSION –November 18, 2024

CALL TO ORDER

The Cape Girardeau City Council convened in regular session at the Cape Girardeau City Hall on Monday, November 18, 2024, starting at 5:09 p.m. with Mayor Stacy Kinder presiding and Council Members Mark Bliss, David J. Cantrell, Ryan Essex, Dan Presson, Tameka Randle and Nate Thomas present.

ADOPTION OF THE AGENDA

A Motion was made by Dan Presson, Seconded by Tameka Randle, to approve and adopt the agenda.
Motion passed. 7-0. Ayes: Bliss, Cantrell, Essex, Kinder, Randle, Presson, Thomas.

PUBLIC HEARINGS

A public hearing to consider a proposed amendment to Chapter 30 of the Code of Ordinances of the City of Cape Girardeau, Missouri, regarding Height and Area Exceptions and Modifications.

Mayor Stacy Kinder opened the public hearing.
There being no appearances, the public hearing was closed.

A public hearing to consider a request to vacate the City's interest of a Sanitary Sewer Easement at 1619 Whitener Street.

Mayor Stacy Kinder opened the public hearing.
There being no appearances, the public hearing was closed.

CONSENT AGENDA

Approval of the November 4, 2024, city council regular session minutes and the November 12, 2024 special session minutes.

BILL NO. 24-113, an Ordinance granting a special use permit to Derek and Karla Cornelius for purposes of constructing, maintaining, and operating a billboard at 3849 Business Park Place, in

Proceedings of the City Council, City of Cape Girardeau, Mo.
Regular Session November 18, 2024 MM-106

the City and County of Cape Girardeau, Missouri. Second and Third Readings.

BILL NO. 24-114, an Ordinance approving the record plat of Kneezle Shed Subdivision. Second and Third Readings.

BILL NO. 24-115, an Ordinance approving the record plat of Lutheran Home Southwest Subdivision. Second and Third Readings.

BILL NO. 24-116, an Ordinance annexing land located at 3082 County Road 620 into the city limits of the City of Cape Girardeau, Missouri. Second and Third Readings.

BILL NO. 24-117, an Ordinance amending Chapter 30 of the Code of Ordinances of the City of Cape Girardeau, Missouri, by zoning newly annexed property located at 3082 County Road 620 as M-1, Light Manufacturing/Industrial District. Second and Third Readings.

BILL NO. 24-118, an Ordinance extending the boundaries of Ward 4 to include property newly annexed into the city limits of the City of Cape Girardeau, Missouri. Second and Third Readings.

BILL NO. 24-119, an Ordinance annexing land located at 3268 Perryville Road into the city limits of the City of Cape Girardeau, Missouri. Second and Third Readings.

BILL NO. 24-120, an Ordinance amending Chapter 30 of the Code of Ordinances of the City of Cape Girardeau, Missouri, by zoning newly annexed property located at 3268 Perryville Road as R-1, Single-Family Suburban Residential District. Second and Third Readings.

BILL NO. 24-121, an Ordinance extending the boundaries of Ward 4 to include property newly annexed into the city limits of the City of Cape Girardeau, Missouri. Second and Third Readings.

BILL NO. 24-122, a Resolution authorizing the City Manager to execute a License and Indemnity Agreement with Lone Star Industries Inc. to place certain improvements along South Sprigg Street in the City of Cape Girardeau, Missouri. Reading and Passage.

A Motion was made by Mark Bliss, Seconded by Dan Presson, to approve and adopt. Motion passed. 7-0. Ayes: Bliss, Cantrell, Essex, Kinder, Randle, Presson, Thomas.

BILL NO. 24-113 will be Ordinance NO. 5790; BILL NO. 24-114 will be Ordinance NO. 5791; BILL NO. 24-115 will be Ordinance NO. 5792; BILL NO. 24-116 will be Ordinance NO. 5793; BILL NO. 24-117 will be Ordinance NO. 5794; BILL NO. 24-118 will be Ordinance NO. 5795; BILL NO. 24-119 will be Ordinance NO. 5796; BILL NO. 24-120 will be Ordinance NO. 5797; BILL NO. 24-121 will be Ordinance NO. 5798; and BILL NO. 24-122 will be Resolution NO. 3633.

NEW ORDINANCES

BILL NO. 24-123, an Ordinance amending Schedule C of Section 26-132 of the City Code, by establishing stop signs at various intersections, in the City of Cape Girardeau, Missouri. First Reading. Mayor Kinder called for public appearances regarding this Bill. No one appeared.

A Motion was made by Ryan Essex, Seconded by Mark Bliss, to approve.

Proceedings of the City Council, City of Cape Girardeau, Mo.
Regular Session November 18, 2024 MM-107

Motion passed. 7-0. Ayes: Bliss, Cantrell, Essex, Kinder, Randle, Presson, Thomas.

BILL NO. 24-124, an Ordinance amending Schedule K of Section 26-132 of the City Code, by establishing yield signs at various intersections in the City of Cape Girardeau, Missouri. First Reading. Mayor Kinder called for public appearances regarding this Bill. No one appeared.

A Motion was made by Dan Presson, Seconded by Mark Bliss, to approve.

Motion passed. 7-0. Ayes: Bliss, Cantrell, Essex, Kinder, Randle, Presson, Thomas.

BILL NO. 24-125, an Ordinance accepting a Permanent Water Line Easement from the County of Cape Girardeau for property located at 3555 Veterans Memorial Drive, in the City of Cape Girardeau, Missouri. First Reading. Mayor Kinder called for public appearances regarding this Bill. No one appeared.

A Motion was made by Mark Bliss, Seconded by Dan Presson, to approve.

Motion passed. 7-0. Ayes: Bliss, Cantrell, Essex, Kinder, Randle, Presson, Thomas.

BILL NO. 24-126, an Ordinance vacating the City's interest in a Sanitary Sewer Easement on property located at 1619 Whitener Street, in the City of Cape Girardeau, Missouri. First Reading. Mayor Kinder called for public appearances regarding this Bill. No one appeared.

A Motion was made by Dan Presson, Seconded by Nate Thomas, to approve.

Motion passed. 7-0. Ayes: Bliss, Cantrell, Essex, Kinder, Randle, Presson, Thomas.

BILL NO. 24-127, an Ordinance amending Chapter 30 of the Code of Ordinances of the City of Cape Girardeau, Missouri, regarding Height and Area Exceptions and Modifications. First Reading. Mayor Kinder called for public appearances regarding this Bill. No one appeared.

A Motion was made by Nate Thomas, Seconded by Mark Bliss, to approve.

Motion passed. 7-0. Ayes: Bliss, Cantrell, Essex, Kinder, Randle, Presson, Thomas.

BILL NO. 24-128, an Ordinance approving the record plat of Athena Properties Subdivision. First Reading. Mayor Kinder called for public appearances regarding this Bill. No one appeared.

A Motion was made by Dan Presson, Seconded by Mark Bliss, to approve.

Motion passed. 7-0. Ayes: Bliss, Cantrell, Essex, Kinder, Randle, Presson, Thomas.

BILL NO. 24-129, an Ordinance approving the record plat of McMillan's First Subdivision. First Reading. Mayor Kinder called for public appearances regarding this Bill. No one appeared.

A Motion was made by Mark Bliss, Seconded by Ryan Essex, to approve.

Motion passed. 7-0. Ayes: Bliss, Cantrell, Essex, Kinder, Randle, Presson, Thomas.

BILL NO. 24-130, an Ordinance appropriating monies from the General Fund for expenditures for the Police Department for fiscal year ending June 30, 2025. First Reading. Mayor Kinder called for public appearances regarding this Bill.

Jennette Wilfong, 520 Broadway, spoke in support of the ordinance and commented on prioritizing funding for public safety.

Proceedings of the City Council, City of Cape Girardeau, Mo.
Regular Session November 18, 2024 MM-108

A Motion was made by Dan Presson, Seconded by Nate Thomas, to approve.
Motion passed. 7-0. Ayes: Bliss, Cantrell, Essex, Kinder, Randle, Presson, Thomas.

APPOINTMENTS

Appointments to the Parks and Recreation Advisory Board

A Motion was made by Dan Presson, Seconded by Mark Bliss, to appoint Mark Moore, Lewis Jackson Hill (Tree Board Liaison), Darrin Bruenderman, and Philip Moore to the Parks and Recreation Advisory Board for terms expiring October 29, 2027.
Motion passed. 7-0. Ayes: Bliss, Cantrell, Essex, Kinder, Randle, Presson, Thomas.

Appointments to the Liquor License Review Board

A Motion was made by Dan Presson, Seconded by Mark Bliss, to appoint James Newman to the Liquor License Review Board for terms expiring December 1, 2027.
Motion passed. 7-0. Ayes: Bliss, Cantrell, Essex, Kinder, Randle, Presson, Thomas.

Appointments to the Bloomfield Crossing Community Improvement District Board of Directors

A Motion was made by Dan Presson, Seconded by Mark Bliss, to appoint Jason Coalter and Brenda Kluesner to the Bloomfield Crossing Community Improvement District Board of Directors for terms expiring December 1, 2027.
Motion passed. 7-0. Ayes: Bliss, Cantrell, Essex, Kinder, Randle, Presson, Thomas.

Appointment to the River Campus Board of Managers

A Motion was made by Dan Presson, Seconded by Mark Bliss, to appoint Dr. Kenneth Haskin to the River Campus Board of Managers for terms expiring December 1, 2027.
Motion passed. 7-0. Ayes: Bliss, Cantrell, Essex, Kinder, Randle, Presson, Thomas.

Appointment to the Show Me Center Board of Managers

A Motion was made by Nate Thomas, Seconded by Mark Bliss, to appoint Arlo Ehly to the Show Me Center Board of Managers for terms expiring December 1, 2027.
Motion passed. 7-0. Ayes: Bliss, Cantrell, Essex, Kinder, Randle, Presson, Thomas.

MEETING ADJOURNMENT

A Motion was made to adjourn by Dan Presson, Seconded by Tameka Randle.
Motion passed. 7-0. Ayes: Bliss, Cantrell, Essex, Kinder, Randle, Presson, Thomas.

Proceedings of the City Council, City of Cape Girardeau, Mo.
Regular Session November 18, 2024 MM-109

The regular session ended at 5:36 pm.

Stacy Kinder, Mayor

Traci Weissmueller, Deputy City Clerk



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Staff: Jake Garrard, PE, City Engineer
Agenda: 12/2/2024

AGENDA REPORT
Cape Girardeau City Council

24-200

SUBJECT

An Ordinance to establish stop signs at the following locations:

- Baldwin Farms Drive at LaSalle Avenue, facing south.
- Summerfield Way at Baldwin Farms Drive, facing east.
- Brahma Drive at Summerfield Way, facing north.
- Brahma Drive at Summerfield Way, facing south.
- Bellevue Street at Main Street, facing east.

- Timber Creek Drive at Sloan Creek Lane, facing east.

- Birchwood Court at Timber Creek Drive, facing north.

by amending Traffic Schedule C of the City Code.

BACKGROUND/DISCUSSION

The above listed locations needing Traffic Schedule C amendment are within new subdivisions and developments in the City of Cape Girardeau, Missouri.

These stop signs delineates traffic right-of-way. The attached ordinance establishes stop signs at the above mentioned locations.

FINANCIAL IMPACT

The signage was installed as part of the private developments and has no direct cost to the City.

STAFF RECOMMENDATION

Staff recommends the City Council amend Schedule C of the Traffic Ordinance as stated in the summary attachment.

ATTACHMENTS:

| Name: | Description: |
|---|--------------|
| 24-123_Sch_C_Est_Stop_Signs.doc | Ordinance |

| | |
|---|--------------------------------|
| Baldwin Farms Sub Stop Signs EXHIBIT.pdf | Location Map - Baldwin Farms |
| Bellevue at N Main St Stop Signs Exhibit.pdf | Location Map - Bellevue Street |
| Timber Creek at Sloan Creek Facing East EXHIBIT.pdf | Location Map - Timber Creak |
| Birchwood Ct at Timber Creek Facing North EXHIBIT.pdf | Location Map - Birchwood Ct |

BILL NO. 24-123

ORDINANCE NO. _____

AN ORDINANCE AMENDING SCHEDULE C OF SECTION 26-132 OF THE CITY CODE, BY ESTABLISHING STOP SIGNS AT VARIOUS INTERSECTIONS, IN THE CITY OF CAPE GIRARDEAU, MISSOURI

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

ARTICLE 1. Schedule C of Section 26-132 of the Code of Ordinances of the City of Cape Girardeau, Missouri, is hereby amended by establishing stop signs at the following locations:

- Baldwin Farms Drive at LaSalle Avenue, facing south.
- Summerfield Way at Baldwin Farms Drive, facing east.
- Brahma Drive at Summerfield Way, facing north.
- Brahma Drive at Summerfield Way, facing south.
- Bellevue Street at Main Street, facing east.
- Timber Creek Drive at Sloan Creek Lane, facing east.
- Birchwood Court at Timber Creek Drive, facing north.

ARTICLE 2. It is the intention of the governing body and it is hereby ordained that the provisions of this ordinance shall become and be made a part of the Code of Ordinances of the City of Cape Girardeau, Missouri, and the sections of this Code may be renumbered to accomplish such intention.

ARTICLE 3. This ordinance shall be in full force and effect ten days after its passage and approval.

PASSED AND APPROVED THIS _____ DAY OF _____, 2024.

Stacy Kinder, Mayor

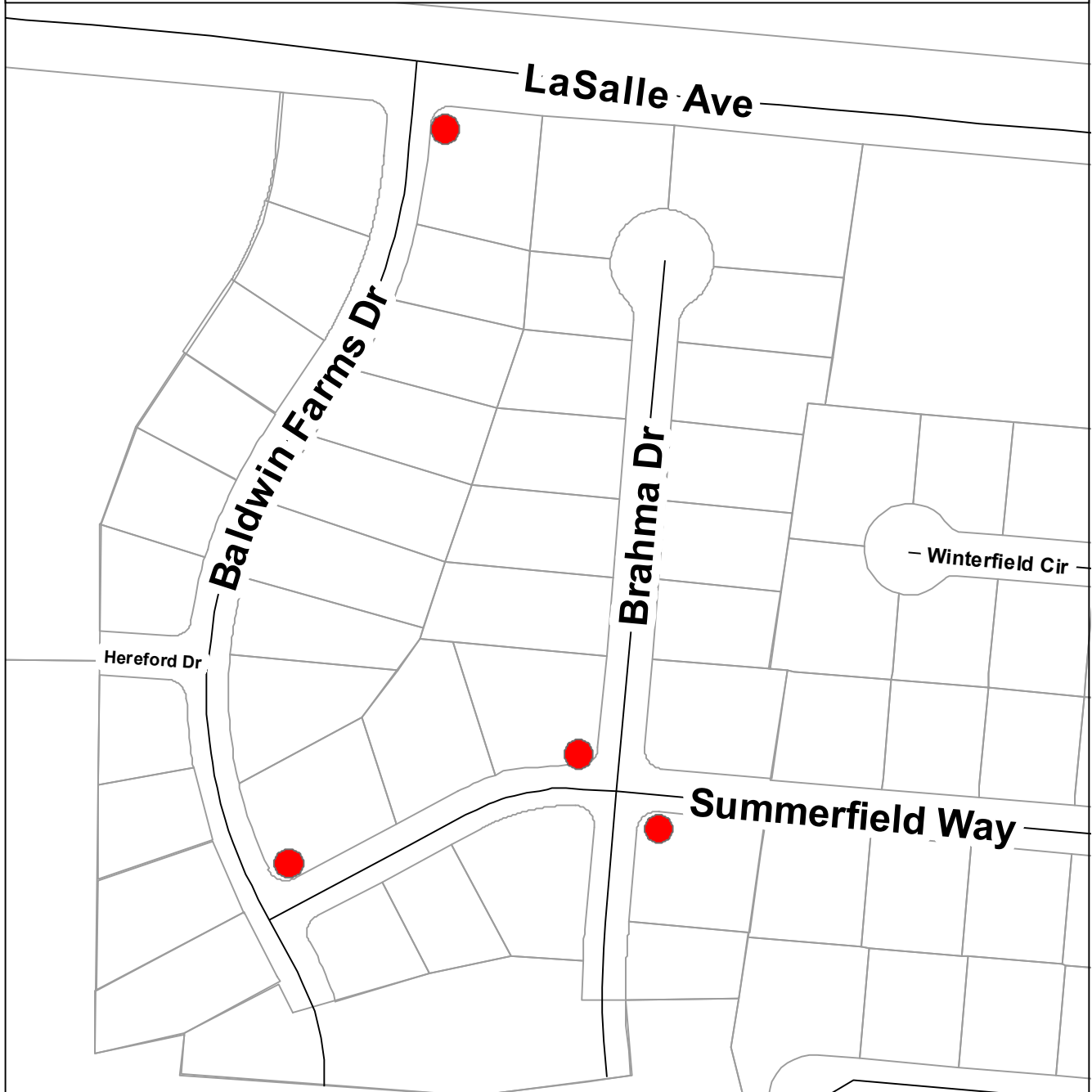
ATTEST:

Traci Weissmueller, Deputy City Clerk





Stop Signs: Baldwin Farms Subdivision



Stop Sign



Parcel

LEGEND



0 100 200 Feet

1:2,146

Date: 10/15/2024

Created by: Development Services
Teresa Heffner, Alliance Water Resources

Data Source(s):
City of Cape Girardeau Government, MO

CITY of CAPE GIRARDEAU

Layers provided by the City of Cape Girardeau are to be used for visual aid only and are not guaranteed to be accurate. These layers are not to be used for any engineering or design purpose.



CITY of CAPE
GIRARDEAU

Stop Sign: Bellevue Street at N Main St



LEGEND

 Stop Sign

 Parcel



0 50 100 Feet

1:1,000

Date: 10/15/2024

Created by: Development Services
Teresa Heffner, Alliance Water Resources

Data Source(s):
City of Cape Girardeau Government, MO

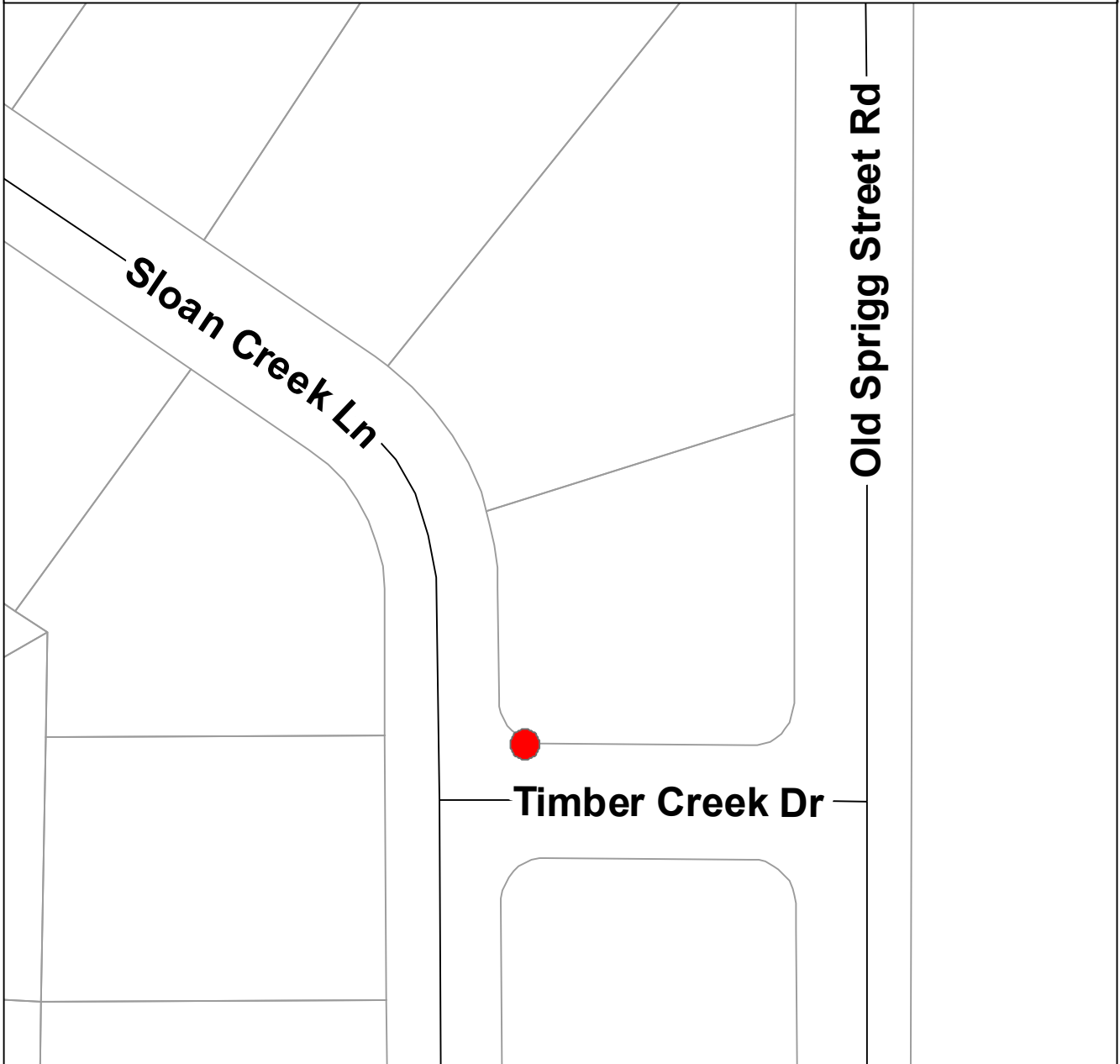
CITY of CAPE GIRARDEAU

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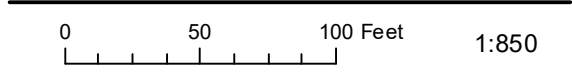
CITY of CAPE
GIRARDEAU

Stop Sign Timber Creek Dr at Sloan Creek Ln



-  Stop Sign
-  Parcel

LEGEND



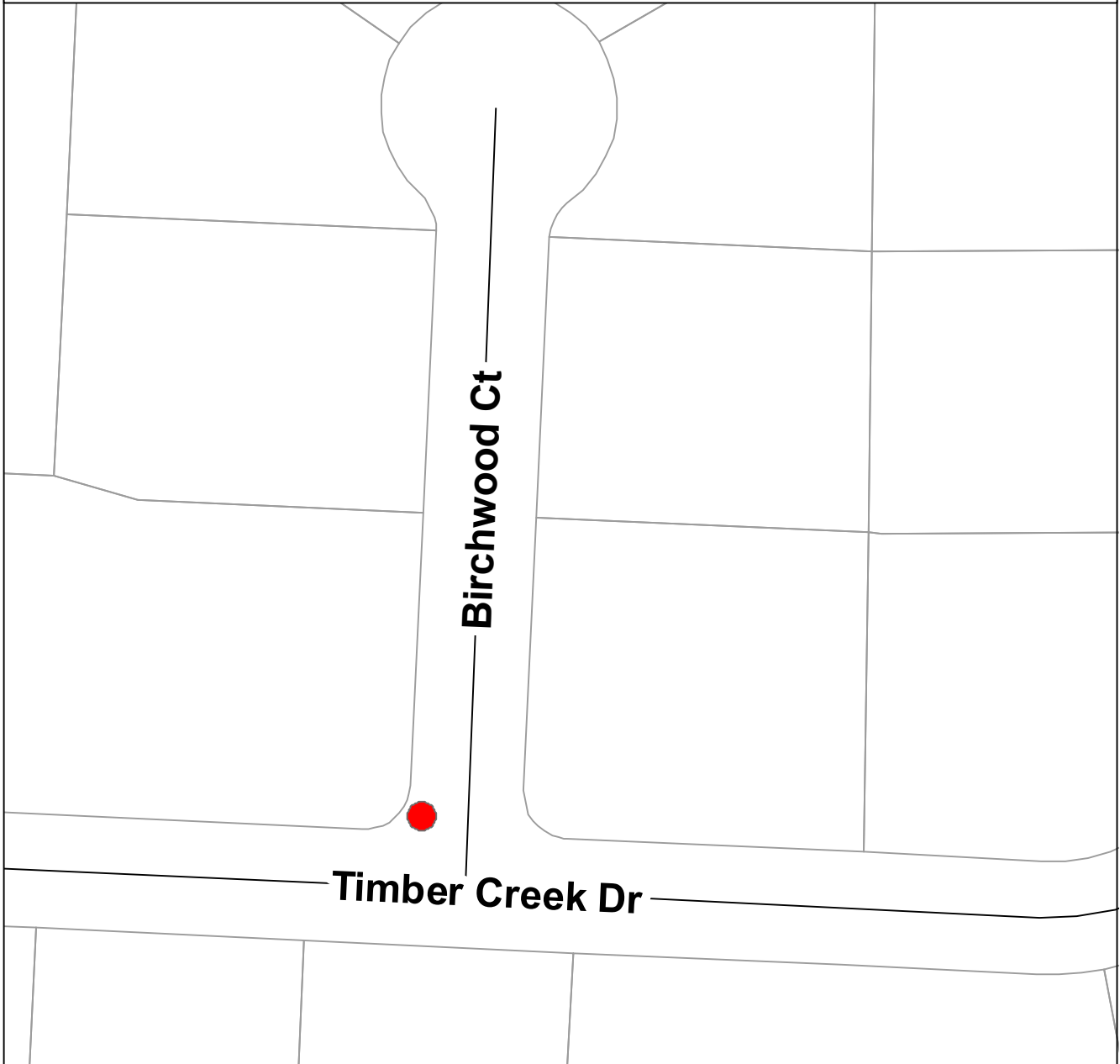
Date: 11/12/2024
 Created by: Development Services
 Teresa Heifner, Alliance Water Resources
 Data Source(s):
 City of Cape Girardeau Government, MO

CITY of CAPE GIRARDEAU
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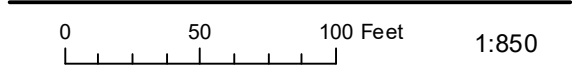
CITY of CAPE
GIRARDEAU

Stop Sign Birchwood Ct at Timber Creek Dr



-  Stop Sign
-  Parcel

LEGEND



Date: 11/12/2024
 Created by: Development Services
 Teresa Hefner, Alliance Water Resources
 Data Source(s):
 City of Cape Girardeau Government, MO

CITY of CAPE GIRARDEAU
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Staff: Jake Garrard, PE, City Engineer
Agenda: 12/2/2024

AGENDA REPORT
Cape Girardeau City Council

24-201

SUBJECT

An Ordinance to establish yield signs at the following locations:

- Kingshighway at Maria Louise Lane, facing north.
- Kingshighway at Cape Rock Drive, facing south.
- Cape Rock Drive at Kingshighway, facing east.

by amending Traffic Schedule K of the City Code.

BACKGROUND/DISCUSSION

The above listed locations needing Traffic Schedule K amendment are turning lanes within the newly redesigned Kingshighway/Maria Louise Lane/Cape Rock Drive intersection in the City of Cape Girardeau, Missouri.

These yield signs delineates traffic right-of-way. The attached ordinance establishes yield signs at the above mentioned locations.

FINANCIAL IMPACT

The signage was installed as part of a recent street improvement project and has no direct cost to the City.

STAFF RECOMMENDATION

Staff recommends the City Council amend Schedule K of the Traffic Ordinance as stated in the summary attachment.

ATTACHMENTS:

| Name: | Description: |
|--|--|
| 24-124_Sch_K_Est_Yield_Signs.doc | Ordinance |
| N_Kingshighway_at_N_Cape_Rock_Dr_Yield_Signs_x_3.pdf | Location Map - Kingshighway Intersection |

BILL NO. 24-124

ORDINANCE NO. _____

AN ORDINANCE AMENDING SCHEDULE K OF SECTION 26-132 OF THE CITY CODE, BY ESTABLISHING YIELD SIGNS AT various INTERSECTIONS IN THE CITY OF CAPE GIRARDEAU, MISSOURI

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

ARTICLE 1. Schedule K of Section 26-132 of the Code of Ordinances of the City of Cape Girardeau, Missouri, is hereby amended by establishing yield signs at the following locations:

- Kingshighway at Maria Louise Lane, facing north.
- Kingshighway at Cape Rock Drive, facing south.
- Cape Rock Drive at Kingshighway, facing east.

ARTICLE 2. It is the intention of the governing body and it is hereby ordained that the provisions of this ordinance shall become and be made a part of the Code of Ordinances of the City of Cape Girardeau, Missouri, and the sections of this Code may be renumbered to accomplish such intention.

ARTICLE 3. This ordinance shall be in full force and effect ten days after its passage and approval.

PASSED AND APPROVED THIS _____ DAY OF _____, 2024.

Stacy Kinder, Mayor

ATTEST:

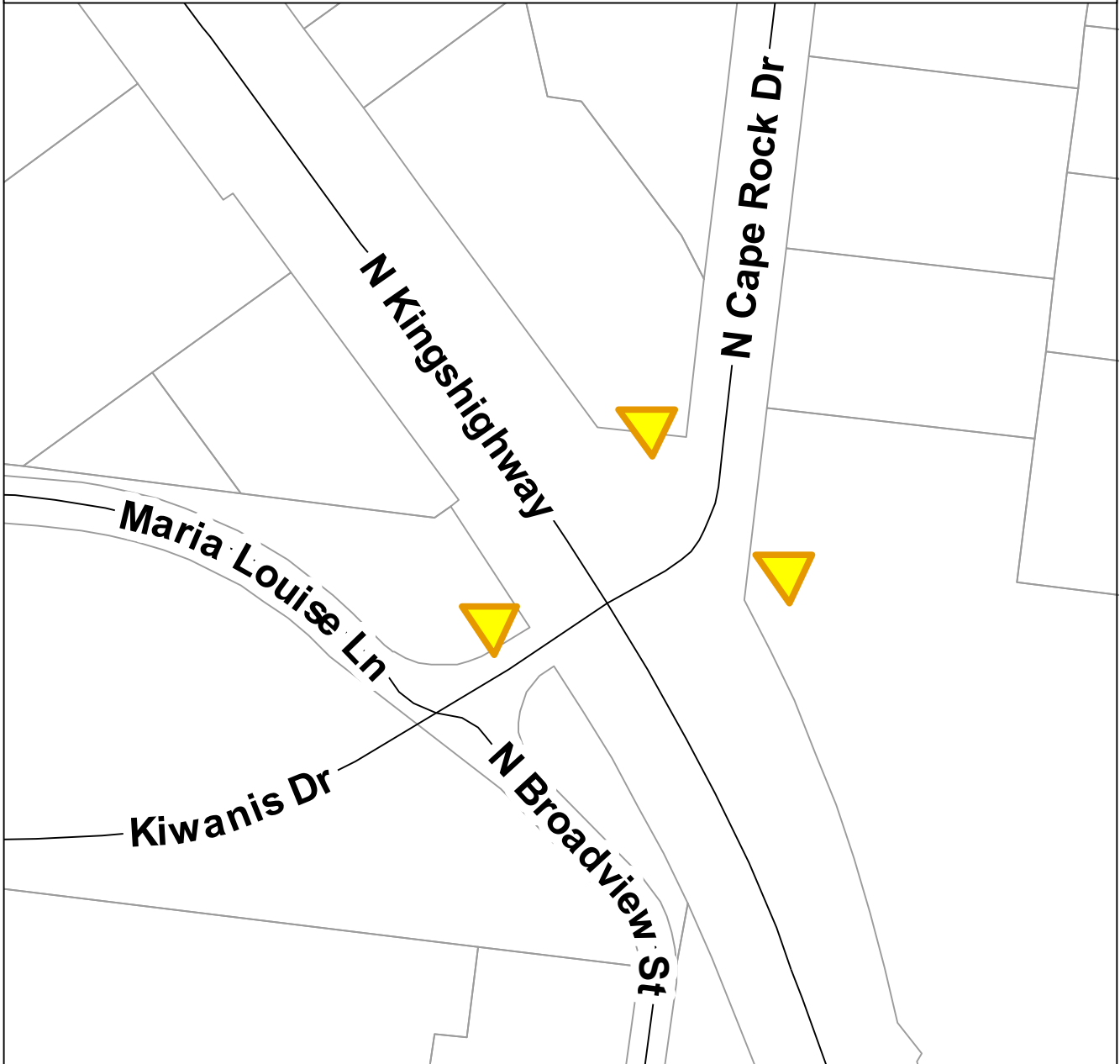
Traci Weissmueller, Deputy City Clerk





CITY of CAPE GIRARDEAU

Yield Signs: N Kingshighway & N Cape Rock Dr



Yield Sign



Parcel

LEGEND



0 70 140 Feet

1:1,500

Date: 10/15/2024

Created by: Development Services
Teresa Heffner, Alliance Water Resources

Data Source(s):
City of Cape Girardeau Government, MO

CITY of CAPE GIRARDEAU

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Staff: Jake Garrard, PE, City Engineer
Agenda: 12/2/2024

AGENDA REPORT
Cape Girardeau City Council

24-202

SUBJECT

An Ordinance accepting a Permanent Water Line Easement from Cape Girardeau County for new water infrastructure at their new Emergency Operations Center at 3555 Veterans Memorial Drive, in the City of Cape Girardeau, Missouri.

EXECUTIVE SUMMARY

An Ordinance accepting a Permanent Water Line Easement from Cape Girardeau County for new water infrastructure at their new Emergency Operations Center at 3555 Veterans Memorial Drive.

BACKGROUND/DISCUSSION

Cape Girardeau County has built a new Emergency Operations Center at 3555 Veterans Memorial Drive. New water line infrastructure and fire hydrants were installed up into the property, closer to the building. That water infrastructure needs to have easement over it for it to be accessible to City of Cape Girardeau staff to make repairs and perform maintenance on the line.

FINANCIAL IMPACT

None. The easement was donated. The property owner will pay for the cost of recording the new easement via engineering fees.

SUSTAINABILITY: ECONOMIC, ENVIRONMENTAL AND SOCIAL IMPACTS

The easement is necessary to enable the City, its agents, servants and assigns, to use said property to excavate, build, maintain, construct, operate, and repair Utility Infrastructure in, on, upon, under or across said property, together with all the useful, necessary and proper adjuncts, appurtenances, and appliances in connection therewith.

STAFF RECOMMENDATION

Staff recommends approval of the attached Ordinance accepting the Water Line Easement from Cape Girardeau County for the new Emergency Operations Center at 3555 Veterans Memorial Drive.

ATTACHMENTS:

| Name: | Description: |
|--|--------------------|
| 24-125_PWE_Cape_County_3555_Veterans_Memorial.doc | Ordinance |
| EXECUTED_Water_Line_ESMT_for_County_EOC.pdf | Easement Agreement |
| GOOD_Easement_Exhibit_for_Emergency_Operations_Center_08.27.2024.pdf | Exhibit |
| GOOD_Esmt_Legal_Description_08.27.2024.docx | Legal Description |

BILL NO. 24-125

ORDINANCE NO. _____

AN ORDINANCE ACCEPTING A PERMANENT WATER LINE EASEMENT FROM THE COUNTY OF CAPE GIRARDEAU FOR PROPERTY LOCATED AT 3555 VETERANS MEMORIAL DRIVE, IN THE CITY OF CAPE GIRARDEAU, MISSOURI

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

ARTICLE 1. The City of Cape Girardeau, Missouri, hereby accepts, and agrees to accept, a Permanent Water Line Easement from the County Of Cape Girardeau, for property located at 3555 Veterans Memorial Drive, in the City of Cape Girardeau, Missouri, described as follows:

PART OF LOT 2 OF EOC SUBDIVISION, AS RECORDED IN DOCUMENT #2023-04242 IN THE LAND RECORDS OF CAPE GIRARDEAU COUNTY, MISSOURI, IN THE CITY AND COUNTY OF CAPE GIRARDEAU, MISSOURI, BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCING AT THE NORTHEAST CORNER OF SAID LOT 2, ALSO BEING A POINT ON THE WEST RIGHT-OF-WAY LINE OF VETERANS MEMORIAL DRIVE, THENCE WITH SAID RIGHT-OF-WAY LINE, SOUTH 20°40'49" EAST, 59.14 FEET TO THE POINT OF BEGINNING; THENCE CONTINUING SOUTH 20°40'49" EAST, 15.00 FEET; THENCE LEAVING SAID RIGHT-OF-WAY LINE, SOUTH 69°04'40" WEST, 87.08 FEET; THENCE SOUTH 18°46'03" EAST, 24.80 FEET; THENCE SOUTH 68°47'11" WEST, 34.93 FEET; THENCE NORTH 21°12'49" WEST, 15.00 FEET; THENCE NORTH 68°47'11" EAST, 20.56 FEET; THENCE NORTH 18°46'03" WEST, 24.88 FEET; THENCE NORTH 69°04'40" EAST, 101.59 FEET TO THE POINT OF BEGINNING, AND CONTAINING 2,204 SQUARE FEET, MORE OR LESS.

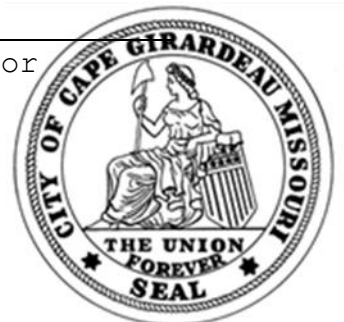
ARTICLE 2. This ordinance shall be in full force and effect ten days after its passage and approval.

PASSED AND APPROVED THIS _____ DAY OF _____, 2024.

Stacy Kinder, Mayor

ATTEST:

Traci Weissmueller, Deputy City Clerk



PERMANENT WATER LINE EASEMENT

3555 Veterans Memorial Drive

KNOW ALL MEN BY THESE PRESENTS: **THE COUNTY OF CAPE GIRARDEAU**, a Political Subdivision of the State of Missouri, hereinafter referred to as "GRANTOR", and the **CITY OF CAPE GIRARDEAU, MISSOURI**, a Municipal Corporation of the County of Cape Girardeau, State of Missouri, herein referred to as GRANTEE:

WITNESSETH, that Grantors, in consideration of the sum of One Dollar (\$1.00), and other good and valuable consideration, to be paid by Grantee, the receipt of which is hereby acknowledged, do by these presents, remise and convey unto Grantee the following **WATER LINE EASEMENT** on the property described as follows:

PART OF LOT 2 OF EOC SUBDIVISION, AS RECORDED IN DOCUMENT #2023-04242 IN THE LAND RECORDS OF CAPE GIRARDEAU COUNTY, MISSOURI, IN THE CITY AND COUNTY OF CAPE GIRARDEAU, MISSOURI, BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCING AT THE NORTHEAST CORNER OF SAID LOT 2, ALSO BEING A POINT ON THE WEST RIGHT-OF-WAY LINE OF VETERANS MEMORIAL DRIVE, THENCE WITH SAID RIGHT-OF-WAY LINE, SOUTH 20°40'49" EAST, 59.14 FEET TO THE POINT OF BEGINNING;

THENCE CONTINUING SOUTH 20°40'49" EAST, 15.00 FEET; THENCE LEAVING SAID RIGHT-OF-WAY LINE, SOUTH 69°04'40" WEST, 87.08 FEET; THENCE SOUTH 18°46'03" EAST, 24.80 FEET; THENCE SOUTH 68°47'11" WEST, 34.93 FEET; THENCE NORTH 21°12'49" WEST, 15.00 FEET; THENCE NORTH 68°47'11" EAST, 20.56 FEET; THENCE NORTH 18°46'03" WEST, 24.88 FEET; THENCE NORTH 69°04'40" EAST, 101.59 FEET TO THE POINT OF BEGINNING, AND CONTAINING 2,204 SQUARE FEET, MORE OR LESS.

Said right, privilege, permission and authority to enter in and upon said property above described is granted for the purpose of enabling the City, its agents, servants, and assigns to use said property for the management of water infrastructure for the purpose of enabling the City of Cape Girardeau, its agents, servants, and assigns to excavate, build, construct, maintain, operate and repair said water infrastructure from time to time, in, on, upon, or across said described property, together with all the useful, necessary and proper adjuncts, appurtenances, and appliances in connection therewith.

This easement and the right, privilege, permission and authority herein granted is perpetual and shall run with the land and shall be binding upon the successors, heirs and assigns of the respective parties.

Signature Page to Follow

The undersigned covenants that they are the owners in fee simple of the above-described property and have the legal right to convey this easement.

IN WITNESS WHEREOF, the undersigned has executed this easement this 3rd day of October, 2024.



THE COUNTY OF CAPE GIRARDEAU

Clint D. Tracy
Clint D. Tracy, Presiding Commissioner

Attest:

Kara Clark Summers
Kara Clark Summers, County Clerk

STATE OF MISSOURI)
) ss.
COUNTY OF CAPE GIRARDEAU)

BE IT REMEMBERED, that on this 3rd day of October, 2024, before me, the undersigned notary public, personally appeared Clint D. Tracy, Presiding Commissioner of **The County of Cape Girardeau, a political subdivision of the State of Missouri**, who being by me duly sworn, did state that they are owners in fee simple of the above said property, have executed the within instrument as a free act and deed as owners of said property and acknowledge that they have executed the same for the purposes therein contained.

IN WITNESS WHEREOF, I have hereunto set my hand and affixed my official seal, the date last above written.

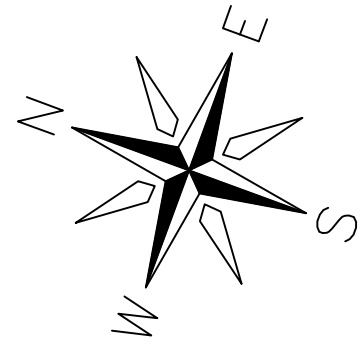
My Commission Expires:

3/10/2025

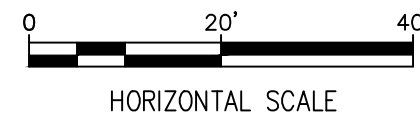
Kristi Lynn Nitsch
Notary Public



Kristi Lynn Nitsch
Notary Printed Name



NORTH ORIENTATION FROM MISSOURI STATE PLANE COORDINATE SYSTEM



EASEMENT EXHIBIT FOR EMERGENCY OPERATIONS CENTER

PART OF LOT 2 OF EOC SUBDIVISION AS RECORDED IN DOCUMENT #2023-04242 IN THE LAND RECORDS OF CAPE GIRARDEAU COUNTY, MISSOURI, IN THE CITY AND COUNTY OF CAPE GIRARDEAU, MISSOURI

VETERANS MEMORIAL DRIVE € 100' ROW

Description of Easement

DESCRIPTION - EASEMENT

PART OF LOT 2 OF EOC SUBDIVISION, AS RECORDED IN DOCUMENT #2023-04242 IN THE LAND RECORDS OF CAPE GIRARDEAU COUNTY, MISSOURI, IN THE CITY AND COUNTY OF CAPE GIRARDEAU, MISSOURI, BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCING AT THE NORTHEAST CORNER OF SAID LOT 2, ALSO BEING A POINT ON THE WEST RIGHT-OF-WAY LINE OF VETERANS MEMORIAL DRIVE, THENCE WITH SAID RIGHT-OF-WAY LINE, SOUTH 20°40'49" EAST, 59.14 FEET TO THE POINT OF BEGINNING;

THENCE CONTINUING SOUTH 20°40'49" EAST, 15.00 FEET; THENCE LEAVING SAID RIGHT-OF-WAY LINE, SOUTH 69°04'40" WEST, 87.08 FEET; THENCE SOUTH 18°46'03" EAST, 24.80 FEET; THENCE SOUTH 68°47'11" WEST, 34.93 FEET; THENCE NORTH 21°12'49" WEST, 15.00 FEET; THENCE NORTH 68°47'11" EAST, 20.56 FEET; THENCE NORTH 18°46'03" WEST, 24.88 FEET; THENCE NORTH 69°04'40" EAST, 101.59 FEET TO THE POINT OF BEGINNING, AND CONTAINING 2,204 SQUARE FEET, MORE OR LESS.

POINT OF COMMENCEMENT NORTHEAST CORNER OF LOT 2 OF EOC SUBDIVISION DOCUMENT #2023-04242

POINT OF BEGINNING

S20°40'49"E 59.14'

S20°40'49"E 15.00'

EXISTING 10' WIDE DRAINAGE & UTIL. ESMT. DOC. NO. 2016-01888

25' FRONT SETBACK

N69°04'40"E 101.59'

S69°04'40"W 87.08'

S18°46'03"E 24.80'

N18°46'03"W 24.88'

N68°47'11"E 20.56'

N21°12'49"W 15.00'

EOC 2ND SUBDIVISION DOCUMENT #2024-00838

N/F TOUCHDOWN DEVELOPMENT GROUP, LLC DOCUMENT #2022-11843

LOT 2 OF EOC SUBDIVISION DOCUMENT #2023-04242

N/F CAPE GIRARDEAU COUNTY DOCUMENT #2022-13123

Legend

- = FOUND 1/2" IRON ROD
- = SUBJECT PROPERTY LINE
- - - = RIGHT-OF-WAY LINE
- = CENTER LINE
- - - = NEW EASEMENT LINE

KOEHLER

Professional Engineers & Land Surveyors

194 Coker Lane
Cape Girardeau, Missouri 63701
Ph: (573) 335 - 3026 Fax: (573) 335 - 3049
PLS CORPORATE LICENSE NO. 000262

| DRAWN BY: | ASHTON GASKILL | REV/DATE | DESCRIPTION | INITIALS |
|---------------|----------------|----------|-------------------------|----------|
| CHECKED BY: | CHRIS KOEHLER | 07/17/24 | REVISED PER CITY REVIEW | AG |
| SURVEY DATE: | JANUARY 2023 | 08/27/24 | REVISED PER CITY REVIEW | AG |
| DRAWING DATE: | 04-12-2024 | | | |
| DRAWING NO: | 38752 | | | |

DESCRIPTION - EASEMENT

PART OF LOT 2 OF EOC SUBDIVISION, AS RECORDED IN DOCUMENT #2023-04242 IN THE LAND RECORDS OF CAPE GIRARDEAU COUNTY, MISSOURI, IN THE CITY AND COUNTY OF CAPE GIRARDEAU, MISSOURI, BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCING AT THE NORTHEAST CORNER OF SAID LOT 2, ALSO BEING A POINT ON THE WEST RIGHT-OF-WAY LINE OF VETERANS MEMORIAL DRIVE, THENCE WITH SAID RIGHT-OF-WAY LINE, SOUTH 20°40'49" EAST, 59.14 FEET TO THE POINT OF BEGINNING;

THENCE CONTINUING SOUTH 20°40'49" EAST, 15.00 FEET; THENCE LEAVING SAID RIGHT-OF-WAY LINE, SOUTH 69°04'40" WEST, 87.08 FEET; THENCE SOUTH 18°46'03" EAST, 24.80 FEET; THENCE SOUTH 68°47'11" WEST, 34.93 FEET; THENCE NORTH 21°12'49" WEST, 15.00 FEET; THENCE NORTH 68°47'11" EAST, 20.56 FEET; THENCE NORTH 18°46'03" WEST, 24.88 FEET; THENCE NORTH 69°04'40" EAST, 101.59 FEET TO THE POINT OF BEGINNING, AND CONTAINING 2,204 SQUARE FEET, MORE OR LESS.

Staff: Casey Brunke, P.E., Public Works
Agenda: Director
12/2/2024

AGENDA REPORT
Cape Girardeau City Council

24-203

SUBJECT

An Ordinance vacating the City's interest in a Sanitary Sewer Easement at 1619 Whitener Street, in the City of Cape Girardeau, Missouri.

EXECUTIVE SUMMARY

The attached Ordinance vacates the City's interest in a Sanitary Sewer Easement at 1619 Whitener Street. A public hearing to consider the vacation was held on November 18, 2024.

BACKGROUND/DISCUSSION

It was brought to City Staff's attention that a sanitary sewer was blocked at 1619 Whitener Street. Upon further inspection, the sanitary sewer was broken under the residential structure at 1619 Whitener Street. The sanitary sewer was relocated from under the structure at 1619 Whitener Street. Because the sanitary sewer was relocated, the sanitary sewer easement over the original sanitary sewer pipe is no longer needed.

A public hearing has been scheduled for November 18, 2024 to consider a request to vacate this Easement.

An Ordinance accepting easements over the relocated sanitary sewer pipe was adopted November 4, 2024.

FINANCIAL IMPACT

All costs associated with the vacation will be paid by the City as part of the sanitary sewer relocation.

STAFF RECOMMENDATION

Staff recommends approval of the Ordinance vacating the City's interest in the Easement.

PUBLIC OUTREACH

Notice of the public hearing was advertised in the Southeast Missourian on November 7, 2024.

ATTACHMENTS:

| Name: | Description: |
|---|-------------------|
| 24-126_Vacate_Easement_1619_Whitener.doc | Ordinance |
| GOOD_Whitener_St_Tract02_-_1619_Whitener_Esmt_Vacation_Desc.doc | Legal Description |
| GOOD_Whitener_St_Tract02_-_1619_Whitener_Esmt_Vacation_Sketch.pdf | Exhibit |

BILL NO. 24-126

ORDINANCE NO. _____

AN ORDINANCE VACATING THE CITY'S INTEREST IN
A SANITARY SEWER EASEMENT ON PROPERTY
LOCATED AT 1619 WHITENER STREET, IN THE CITY
OF CAPE GIRARDEAU, MISSOURI

WHEREAS, the City Council has received a request to vacate a sanitary sewer easement for property located at 1619 Whitener Street, in the City of Cape Girardeau, Missouri; and

WHEREAS, a public hearing was held on November 18, 2024, at which time all interested parties were afforded the opportunity to speak in favor of or in opposition to the proposed vacation of said easement; and

WHEREAS, at least ten days' notice of the time and place of said hearing was published in a newspaper of general circulation in the City; and

WHEREAS, an easement was accepted by Ordinance 5788 by the City replacing the easement referenced herein for the sewer line on property located at 1619 Whitener Street as part of the Whitener Street Sanitary Sewer Relocation Project; and

WHEREAS, the City Council has determined that the easement in question is not necessary or needed for the purpose for which it was dedicated and established, and

WHEREAS, it is in the public interest that said easement be vacated.

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

ARTICLE 1. The City Council hereby finds that it is in the public interest that said easement be vacated.

ARTICLE 2. The City's interest in the following-described easement:

Sanitary Sewer Easement

A PART OF LOT 4, BLOCK 2, OF LONGVIEW PLACE SUBDIVISION AS RECORDED IN PLAT BOOK NO.4 AT PAGE NO. 24, CITY AND COUNTY OF CAPE GIRARDEAU, STATE OF MISSOURI BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

ALL THAT PART OF A 10 FEET WIDE SANITARY SEWER EASEMENT ACROSS LOT 4, BLOCK 2 OF LONGVIEW PLACE SUBDIVISION RECORDED IN THE LAND RECORDS OF THE CAPE GIRARDEAU COUNTY RECORDER'S OFFICE IN PLAT BOOK NO. 4 AT PAGE NO. 24.

is hereby vacated.

ARTICLE 3. This ordinance shall be in full force and effect ten days after its passage and approval.

PASSED AND APPROVED THIS _____ DAY OF _____, 2024.

Stacy Kinder, Mayor

ATTEST:

Traci Weissmueller, Deputy City Clerk



STATE OF MISSOURI)
) ss.
COUNTY OF CAPE GIRARDEAU)

On this _____ day of _____, 2024, before me personally appeared Stacy Kinder, to me personally known, who, being by me duly sworn, did say that she is the Mayor of the City of Cape Girardeau, Missouri, a Municipal Corporation of the State of Missouri, and that the seal affixed to the foregoing instrument is the seal of said City and that said instrument was signed and sealed on behalf of said City by authority of its City Council, and acknowledged said instrument to be the free act and deed of said City.

IN TESTIMONY WHEREOF, I have hereunto set my hand and affixed my official seal, at my office in Cape Girardeau, Missouri, the day and year first above written.

My Commission Expires:

Notary Public



Bowen

2121 Megan Drive
Cape Girardeau, MO 63701
Ph 573 339 5900
Fax 573 339 1391
www.bowenengsurv.com

ENGINEERING & SURVEYING

Incorporated

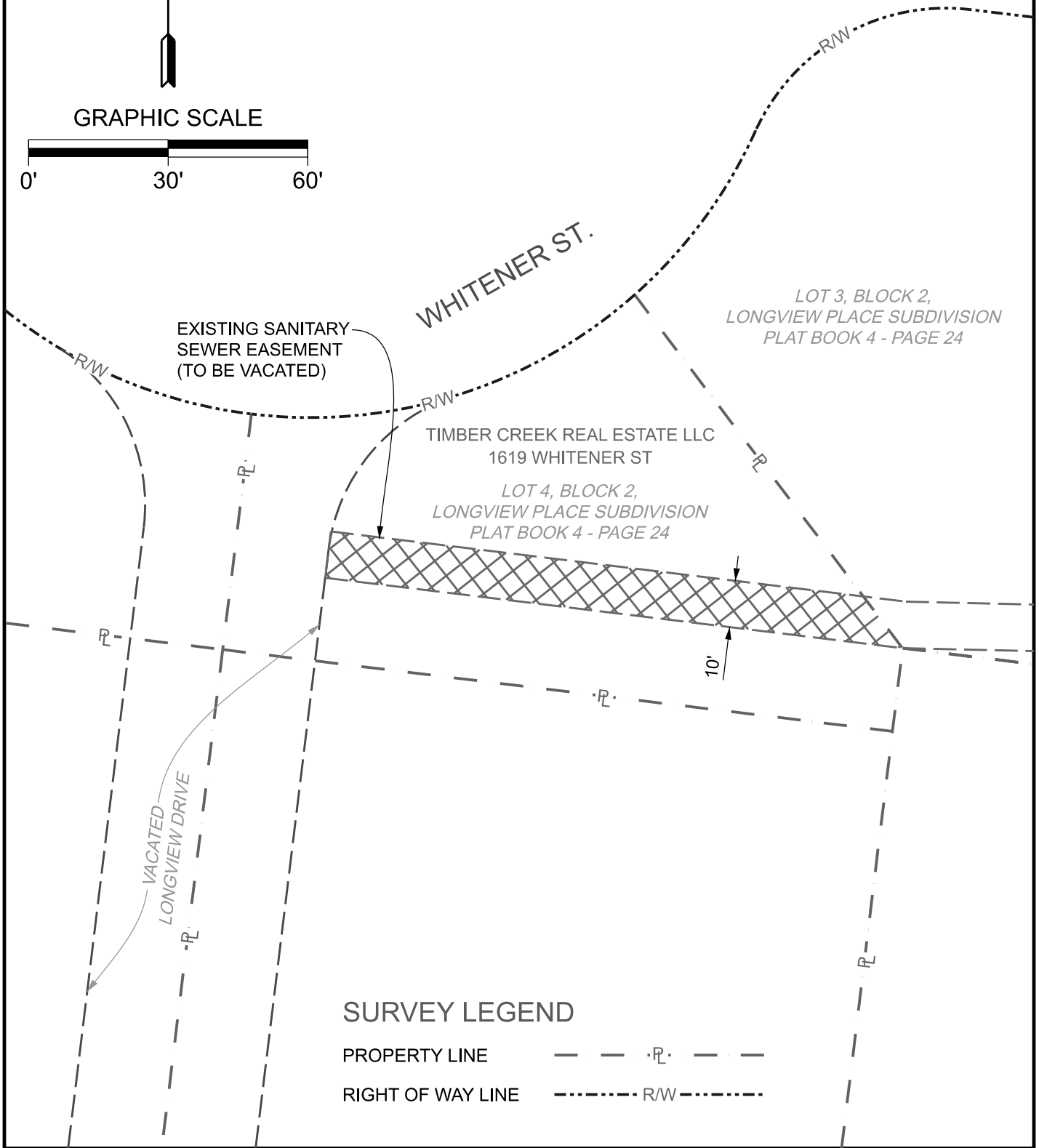
DESCRIPTION – 10 FEET WIDE SANITARY SEWER EASEMENT VACATION 1619 WHITENER STREET

A PART OF LOT 4, BLOCK 2, OF LONGVIEW PLACE SUBDIVISION AS RECORDED IN PLAT BOOK NO.4 AT PAGE NO. 24, CITY AND COUNTY OF CAPE GIRARDEAU, STATE OF MISSOURI BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

ALL THAT PART OF A 10 FEET WIDE SANITARY SEWER EASEMENT ACROSS LOT 4, BLOCK 2 OF LONGVIEW PLACE SUBDIVISION RECORDED IN THE LAND RECORDS OF THE CAPE GIRARDEAU COUNTY RECORDER'S OFFICE IN PLAT BOOK NO. 4 AT PAGE NO. 24.



GRAPHIC SCALE



SURVEY LEGEND

- PROPERTY LINE - - - - - P - - - - -
- RIGHT OF WAY LINE - - - - - R/W - - - - -



Bowen
ENGINEERING & SURVEYING, P.C.

Engineering Corporation Land Surveying Corporation
MO State Cert. of Authority #000383 MO State Cert. of Authority #000166

2121 Megan Drive
Cape Girardeau, MO 63701
Ph 573 339 5900
Fax 573 339 1391
www.bowenengsurv.com

EASEMENT VACATION SKETCH TRACT 2
WHITENER STREET
SANITARY SEWER RE-ROUTE
CITY OF CAPE GIRARDEAU

| | | |
|-----------------|------------------|---------------|
| JOB NO: S23-068 | DATE: 10/13/2023 | SHEET: 1 OF 1 |
|-----------------|------------------|---------------|

Staff: Ryan Shrimplin, AICP - City
Agenda: Planner
12/2/2024

| | |
|---|---------------|
| AGENDA REPORT Cape Girardeau City Council | 24-204 |
|---|---------------|

SUBJECT

An Ordinance amending Chapter 30 of the Code of Ordinances of the City of Cape Girardeau, Missouri, regarding Height and Area Exceptions and Modifications.

EXECUTIVE SUMMARY

The attached ordinance amends Section 30-116, Height and Area Exceptions and Modifications, of the Zoning Code (Chapter 30 of the City’s Code of Ordinances). A public hearing on the amendment was held on November 18, 2024.

BACKGROUND/DISCUSSION

Attached is a proposed amendment to Section 30-116, Height and Area Exceptions and Modifications, of the Zoning Code (Chapter 30 of the City’s Code of Ordinances). Currently, accessory structures greater than 150 square feet in area must follow the setback requirements of the zoning district in which they are located. The amendment adds a provision that allows accessory structures within a rear yard setback, up to ten feet from the rear lot line, as long as they meet all other setback requirements. This would primarily benefit small residential properties that otherwise would not have space available for an accessory structure. The amendment also includes a large number of minor changes for purposes of clarity and consistency.

The attached ordinance amends Section 30-116 as proposed. A public hearing on the amendment was held on November 18, 2024.

STAFF RECOMMENDATION

The staff report to the Planning and Zoning Commission recommended approval of the amendment.

BOARD OR COMMISSION RECOMMENDATION

The Planning and Zoning Commission reviewed the amendment at its meeting on October 10, 2024 and recommended approval by a vote of 7 in favor, 0 in opposition, and 0 abstaining.

PUBLIC OUTREACH

The City Council's public hearing on the amendment was advertised in the Southeast Missourian on November 2, 2024.

| ATTACHMENTS: | |
|--|---|
| Name: | Description: |
| 24-127 Amending Ch 30 Height Area Exceptions.doc | Ordinance |
| Chapter 30 Amendment Regarding Height and Area Exceptions and Modifications - October 10 2024 (Edits Copy).pdf | Chapter 30 Amendment Regarding Height and Area Exceptions and Modifications - October 10, 2024 (Edits Copy) |
| | Chapter 30 Amendment Regarding Height and Area |

AN ORDINANCE AMENDING CHAPTER 30 OF THE CODE OF ORDINANCES OF THE CITY OF CAPE GIRARDEAU, MISSOURI, REGARDING HEIGHT AND AREA EXCEPTIONS AND MODIFICATIONS

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

ARTICLE 1. Section 30-116, entitled "Height and area exceptions and modifications", of Article IV of Chapter 30 of the City Code, reading as follows:

Sec. 30-116. Height and area exceptions and modifications.

- (a) *Generally.* The regulations hereinafter set forth in this section qualify or supplement, as the case may be, the district regulations appearing elsewhere in this chapter.
- (b) *Height.* The height regulations heretofore established shall be adjusted in the following cases:
 - (1) Schools, public buildings and institutions may be erected to any height in any district in which they are permitted, provided front and rear yards are increased in depth and side yards are increased in width two feet for each foot of height that the building exceeds the height regulations of the district in which it is located.
 - (2) The height regulations prescribed herein shall not apply to grain elevators, television and radio towers, church spires, belfries, monuments, tanks, water and fire towers, stage towers or scenery lofts, cooling towers, ornamental towers and spires, chimneys, elevator bulkheads, smokestacks, conveyors and flagpoles, provided the height of these structures does not violate any ordinance of the city.
 - (3) The limitation on number of stories shall not apply to buildings used exclusively for storage purposes, provided such buildings do not exceed the height in feet permitted in the district in which they are located.
- (c) *General area exceptions and modifications.* The area regulations heretofore established shall be adjusted in the following cases:

- (1) Every part of a required yard shall be open to the sky, unobstructed by a building, except for accessory buildings in a rear yard, and except for the ordinary projection of sills, belt courses, cornices, and ornamental features not to exceed 12 inches.
 - (2) Open or lattice-enclosed fire escapes, required by law, projecting into a yard not to exceed 3½ feet and the ordinary projection of chimneys and pilasters shall be permitted by the city engineer when placed so as not to obstruct light and ventilation.
 - (3) Terraces, uncovered porches and ornamental features which do not extend more than three feet above the floor level of the ground (first) story may project into a required yard, provided these projections be distant at least two feet from the adjacent side lot line.
 - (4) Where a lot or tract is used for educational, institutional, motel, hotel, commercial, or industrial purposes, more than one main building may be located upon the lot or tract, but only when such buildings conform to all open space requirements around the lot for the district in which the lot or tract is located.
- (d) *Front yards.* The front yards heretofore established shall be adjusted in the following cases:
- (1) Where 40 percent or more of the frontage on the same side of a street between two intersecting streets is developed with buildings that have observed a front yard greater in depth than herein required, new buildings shall not be erected closer to the street than the average front yard so established by the existing buildings, except in the M-1 and M-2 districts.
 - (2) Where 40 percent or more of the frontage on one side of a street between two intersecting streets is developed with buildings that do not have a front yard as described above, then:
 - a. Where a building is to be erected on a parcel of land that is within 100 feet of existing buildings on both sides, the minimum front yard shall be a line drawn between the two closest front corners of the adjacent building on each side;
 - b. Where a building is to be erected on a parcel of land that is within 100 feet of an existing building on one

side only, such building may be erected as close to the street as the existing adjacent buildings; or

- c. Where a building is to be erected on a parcel of land that is more than 100 feet from any building on either side, a front yard having a depth of not less than 25 feet shall be provided.
- (3) Interior lots abutting on two streets shall provide the required front yard on both streets.
 - (4) On corner lots, a front yard shall be provided on each street except on lots of record.
 - (5) An unenclosed balcony or unenclosed porch may project into a front yard for a distance not exceeding ten feet. An enclosed vestibule containing not more than 40 square feet may project into a front yard for a distance not to exceed four feet.
 - (6) Vehicle fueling station pumps, pump islands and canopies may be located within a required yard provided they are not less than 15 feet distant from any street line and not less than 50 feet distant from any R district.
 - (7) In any R district, no fence, structure, or planting shall be maintained within 30 feet of any street intersection.
- (e) *Side yards.* The side yards heretofore established shall be adjusted in the following cases:
- (1) Commercial or industrial buildings used in part for dwelling purposes shall provide side yards not less than five feet in width unless every dwelling room opens directly upon a front yard, rear yard, or court.
 - (2) For the purpose of the side yard regulations, a two-family, or a multifamily dwelling shall be considered as one building occupying one lot.
 - (3) Whenever a lot of record at the time of the passage of this chapter has a width of less than 50 feet, the side yard on each side of a building may be reduced to a width of not less than ten percent of the width of the lot, but in no instance shall it be less than four feet.
 - (4) On corner lots of record, there shall be a side yard adjacent to the side street of not less than ten feet.
 - (5) A porte cochere, carport or canopy may project into a required side yard, provided every part of such porte cochere, carport or canopy is unenclosed except for

necessary structural supports and not less than five feet from any side lot line.

- (f) *Rear yards.* The rear yards heretofore established shall be adjusted in the following cases: Where a lot abuts upon an alley, one-half the alley width may be considered as part of the required rear yard.
- (g) *Lot per family.* Where a lot of record at the time of the effective date of the ordinance from which this chapter is derived or a lot in a subdivision which the city council has officially approved and agreed to accept at the time of the effective date of the ordinance from which this chapter is derived has less area or width than herein required in the district in which it is located, such lot may nonetheless be used for a one-family dwelling or for any other non-dwelling use permitted in the district which it is located.

is hereby repealed in its entirety and a new Section 30-116, entitled "Height and area exceptions and modifications", of Article IV of Chapter 30 of the City Code, is hereby enacted in lieu thereof, in words and figures, to read as follows, to-wit:

Sec. 30-116. Height and area exceptions and modifications.

- (a) *Generally.* The regulations hereinafter set forth in this section qualify or supplement, as the case may be, the district regulations appearing elsewhere in this chapter.
- (b) *Height.* The height regulations heretofore established shall be adjusted in the following cases:
 - (1) Schools, public buildings and institutions may be erected to any height in any district in which they are permitted, provided that front and rear yards are increased in depth and side yards are increased in width two feet for each foot of height that the building exceeds the height regulations of the district in which it is located.
 - (2) The height regulations prescribed herein shall not apply to grain elevators, television and radio towers, church spires, belfries, monuments, tanks, water and fire towers, stage towers or scenery lofts, cooling towers, ornamental towers and spires, chimneys, elevator bulkheads, smokestacks, conveyors and flagpoles, provided that the height of such structures does not violate any ordinance of the city.
 - (3) The limitation on number of stories shall not apply to

buildings used exclusively for storage purposes, provided that such buildings do not exceed the maximum height in feet for the district in which they are located.

(c) *General area exceptions and modifications.* The area regulations heretofore established shall be adjusted in the following cases:

- (1) Every part of a required yard shall be open to the sky, unobstructed by a building, except for accessory structures and the ordinary projection of sills, belt courses, cornices, and ornamental features, provided that such projection does not exceed 12 inches.
- (2) Open or lattice-enclosed fire escapes required by law and projecting into a required yard by no more than 3½ feet, and the ordinary projection of chimneys and pilasters shall be permitted, provided that such features do not obstruct light and ventilation.
- (3) Terraces, uncovered decks, uncovered porches, and ornamental features that do not extend more than three feet above the floor level of the ground (first) story may project into a required yard, provided that such features are at least two feet from the side lot lines.
- (4) Accessory structures greater than 150 square feet in area shall be permitted within a required rear yard, provided that such structures are at least ten feet from the rear lot line and conform to all other setback requirements.
- (5) Where a lot is used for nonresidential purposes, more than one principal structure may be located upon the lot, provided that such structures conform to the height, setback and open space requirements of the district in which the lot is located.

(d) *Front yards.* The front yards heretofore established shall be adjusted in the following cases:

- (1) Where 40 percent or more of the frontage on one side of a street between two intersecting streets is developed with buildings that have observed a front yard greater in depth than herein required, new buildings shall not be erected closer to the street than the average front yard so established by the existing buildings, except in the M-1 and M-2 districts.
- (2) Where 40 percent or more of the frontage on one side of a street between two intersecting streets is developed

with buildings that do not have a front yard as described above, then:

- a. Where a building is to be erected on a parcel of land that is within 100 feet of existing buildings on both sides, the required front yard shall be established by a line drawn between the closest front corner of the adjacent building on one side and the closest front corner of the adjacent building on the other side;
 - b. Where a building is to be erected on a parcel of land that is within 100 feet of an existing building on one side only, such building may be erected as close to the street as the existing adjacent building; or
 - c. Where a building is to be erected on a parcel of land that is more than 100 feet from any building on either side, the required front yard shall be 25 feet.
- (3) On interior lots having frontage on more than one street, a front yard shall be provided along each street.
 - (4) On corner lots, a front yard shall be provided along each street, except on corner lots of record.
 - (5) Unenclosed balconies and unenclosed porches may project into a front yard by no more than ten feet. Enclosed vestibules containing not more than 40 square feet may project into a front yard by no more than four feet.
 - (6) Vehicle fueling station pumps, pump islands and canopies may be located within a required yard provided that they are at least 15 feet from any street line and at least 50 feet from any R district.
 - (7) No structure, wall, or fence, nor any plant exceeding a height of two feet at maturity, shall be placed, constructed, installed, or planted within 30 feet of any street intersection in any R district. This requirement shall not apply to a retaining wall, or to a fence having an open surface area of at least 75 percent, provided that the city manager has determined that such wall or fence will not obstruct sight distance and that such wall or fence conforms to all other requirements of the city code.
- (e) *Side yards.* The side yards heretofore established shall be adjusted in the following cases:
- (1) Commercial or industrial buildings used in part for

dwelling purposes shall provide side yards not less than five feet in width unless every dwelling room opens directly upon a front yard, rear yard, or court.

- (2) For the purpose of the side yard regulations, a two-family (duplex) or multifamily dwelling shall be considered as one building occupying one lot.
 - (3) On lots of record having a width of less than 50 feet, each required side yard may be reduced to ten percent of the lot width or four feet, whichever is greater.
 - (4) On corner lots of record, a front yard shall be provided along the street to which the main entrance of the building is oriented. A side yard of 10 feet shall be provided along the other street(s).
 - (5) A porte cochere, carport or canopy may project into a required side yard, provided that such porte cochere, carport or canopy is unenclosed except for necessary structural supports and is at least five feet from any side lot line.
- (f) *Rear yards.* The rear yards heretofore established shall be adjusted in the following cases: Where a lot abuts upon an alley, one-half the alley width may be considered as part of the required rear yard.
- (g) *Lot per family.* Where a lot of record or a lot in a subdivision which the city council has officially approved at the time of the effective date of the ordinance from which this chapter is derived has less area or width than herein required in the district in which it is located, such lot may nonetheless be used for a single-family dwelling or for any nonresidential use permitted in the district which it is located.

ARTICLE 2. If any section, subsection, sentence, clause, phrase or portion of this ordinance is for any reason held invalid or unconstitutional by any court of competent jurisdiction, such portion shall be deemed a separate, distinct and independent provision and such holding shall not affect the validity of the remaining portions hereof.

ARTICLE 3. It is the intention of the governing body and it is hereby ordained that the provisions of this ordinance shall become and be made a part of the Code of Ordinances of the City of Cape Girardeau, Missouri, and the sections of this Code may be renumbered to accomplish such intention.

ARTICLE 4. This ordinance shall be in full force and effect ten days after its passage and approval.

PASSED AND APPROVED THIS _____ DAY OF _____, 2024.

Stacy Kinder, Mayor

ATTEST:

Traci Weissmueller, Deputy City Clerk



TEXT TO BE DELETED IS SHOWN IN ~~STRIKETHROUGH~~

TEXT TO BE ADDED IS SHOWN IN RED

ARTICLE AND/OR SECTION TITLES AFFECTED BY THIS AMENDMENT: None

Sec. 30-116. Height and area exceptions and modifications.

- (a) *Generally.* The regulations hereinafter set forth in this section qualify or supplement, as the case may be, the district regulations appearing elsewhere in this chapter.
- (b) *Height.* The height regulations heretofore established shall be adjusted in the following cases:
- (1) Schools, public buildings and institutions may be erected to any height in any district in which they are permitted, provided **that** front and rear yards are increased in depth and side yards are increased in width two feet for each foot of height that the building exceeds the height regulations of the district in which it is located.
 - (2) The height regulations prescribed herein shall not apply to grain elevators, television and radio towers, church spires, belfries, monuments, tanks, water and fire towers, stage towers or scenery lofts, cooling towers, ornamental towers and spires, chimneys, elevator bulkheads, smokestacks, conveyors and flagpoles, provided **that** the height of ~~these~~ **such** structures does not violate any ordinance of the city.
 - (3) The limitation on number of stories shall not apply to buildings used exclusively for storage purposes, provided **that** such buildings do not exceed the **maximum** height in feet ~~permitted in~~ **for** the district in which they are located.
- (c) *General area exceptions and modifications.* The area regulations heretofore established shall be adjusted in the following cases:
- (1) Every part of a required yard shall be open to the sky, unobstructed by a building, except for accessory ~~buildings in a rear yard,~~ **structures** and ~~except for~~ the ordinary projection of sills, belt courses, cornices, and ornamental ~~features not to exceed~~ **features, provided that such projection does not exceed 12 inches.**
 - (2) Open or lattice-enclosed fire ~~escapes,~~ **escapes** required by ~~law,~~ **law** and projecting into a **required** yard ~~not to exceed by no more than 3½ feet-~~ **feet,** and the ordinary projection of chimneys and ~~pilasters~~ **pilasters** shall be ~~permitted by the city engineer when placed so as~~ **permitted, provided that such features do** not to obstruct light and ventilation.
 - (3) Terraces, **uncovered decks,** uncovered ~~porches~~ **porches,** and ornamental features ~~which~~ **that** do not extend more than three feet above the floor level of the ground (first) story may project into a required yard, provided ~~these projections be distant~~ **that such features are** at least two feet from the ~~adjacent side lot line-~~ **lines.**
 - (4) **Accessory structures greater than 150 square feet in area shall be permitted within a required rear yard, provided that such structures are at least ten feet from the rear lot line and conform to all other setback requirements.**
 - ~~(4)~~(5) Where a lot or tract is used for ~~educational, institutional, motel, hotel, commercial, or industrial~~ **nonresidential** purposes, more than one ~~main building~~ **principal structure** may be located upon the ~~lot or tract, but only when~~ **lot, provided that** such buildings ~~structures~~ **structures** conform to ~~all the height, setback and open space requirements around the lot for of~~ **all the height, setback and** open space requirements ~~around the lot for of~~ the district in which the lot or tract is located.
- (d) *Front yards.* The front yards heretofore established shall be adjusted in the following cases:
- (1) Where 40 percent or more of the frontage on ~~the same~~ **one** side of a street between two intersecting streets is developed with buildings that have observed a front yard greater in depth than herein required, new buildings shall not be erected closer to the street than the average front yard so established by the existing buildings, except in the M-1 and M-2 districts.
 - (2) Where 40 percent or more of the frontage on one side of a street between two intersecting streets is developed with buildings that do not have a front yard as described above, then:
 - a. Where a building is to be erected on a parcel of land that is within 100 feet of existing buildings on both sides, the ~~minimum~~ **required** front yard shall be **established by** a line drawn between the

- ~~two closest front corners~~ **corner** of the adjacent building on ~~each side~~; **one side and the closest front corner of the adjacent building on the other side**;
- b. Where a building is to be erected on a parcel of land that is within 100 feet of an existing building on one side only, such building may be erected as close to the street as the existing adjacent ~~buildings~~; **building**; or
- c. Where a building is to be erected on a parcel of land that is more than 100 feet from any building on either side, ~~a front yard having a depth of not less than 25 feet shall be provided~~. **the required front yard shall be 25 feet.**
- (3) ~~Interior~~ **On interior** lots ~~abutting on two streets shall provide the required front yard on both streets. having frontage on more than one street, a front yard shall be provided along each street.~~
- (4) On corner lots, a front yard shall be provided ~~on~~ **along** each ~~street~~ **street**, except on **corner** lots of record.
- (5) ~~An unenclosed balcony or unenclosed porch~~ **Unenclosed balconies and unenclosed porches** may project into a front yard ~~for a distance not exceeding~~ **by no more than** ten feet. ~~An enclosed vestibule~~ **Enclosed vestibules** containing not more than 40 square feet may project into a front yard ~~for a distance not to exceed~~ **by no more than** four feet.
- (6) Vehicle fueling station pumps, pump islands and canopies may be located within a required yard provided ~~that they are not less than~~ **at least** 15 feet ~~distant~~ from any street line and ~~not less than~~ **at least** 50 feet ~~distant~~ from any R district.
- (7) ~~In any R district, no fence, structure, or planting shall be maintained within 30 feet of any street intersection.~~ **No structure, wall, or fence, nor any plant exceeding a height of two feet at maturity, shall be placed, constructed, installed, or planted within 30 feet of any street intersection in any R district. This requirement shall not apply to a retaining wall, or to a fence having an open surface area of at least 75 percent, provided that the city manager has determined that such wall or fence will not obstruct sight distance and that such wall or fence conforms to all other requirements of the city code.**
- (e) *Side yards.* The side yards heretofore established shall be adjusted in the following cases:
- (1) Commercial or industrial buildings used in part for dwelling purposes shall provide side yards not less than five feet in width unless every dwelling room opens directly upon a front yard, rear yard, or court.
- (2) For the purpose of the side yard regulations, a ~~two-family, or a~~ **two-family (duplex) or** multifamily dwelling shall be considered as one building occupying one lot.
- (3) ~~Whenever a lot of record at the time of the passage of this chapter has a width of less than 50 feet, the side yard on each side of a building may be reduced to a width of not less than ten percent of the width of the lot, but in no instance shall it be less than four feet.~~ **On lots of record having a width of less than 50 feet, each required side yard may be reduced to ten percent of the lot width or four feet, whichever is greater.**
- (4) On corner lots of record, ~~there shall be a side yard adjacent to the side street of not less than ten feet.~~ **a front yard shall be provided along the street to which the main entrance of the building is oriented. A side yard of 10 feet shall be provided along the other street(s).**
- (5) A porte cochere, carport or canopy may project into a required side yard, provided ~~every part of that~~ such porte cochere, carport or canopy is unenclosed except for necessary structural supports and ~~not less than~~ **is at least** five feet from any side lot line.
- (f) *Rear yards.* The rear yards heretofore established shall be adjusted in the following cases: Where a lot abuts upon an alley, one-half the alley width may be considered as part of the required rear yard.
- (g) *Lot per family.* Where a lot of record ~~at the time of the effective date of the ordinance from which this chapter is derived~~ or a lot in a subdivision which the city council has officially approved ~~and agreed to accept~~

Chapter 30 Amendment Regarding Height and Area Exceptions and Modifications

October 10, 2024

at the time of the effective date of the ordinance from which this chapter is derived has less area or width than herein required in the district in which it is located, such lot may nonetheless be used for a ~~one-family~~ **single-family** dwelling or for any ~~other non-dwelling~~ **nonresidential** use permitted in the district which it is located.

Sec. 30-116. Height and area exceptions and modifications.

- (a) *Generally.* The regulations hereinafter set forth in this section qualify or supplement, as the case may be, the district regulations appearing elsewhere in this chapter.
- (b) *Height.* The height regulations heretofore established shall be adjusted in the following cases:
- (1) Schools, public buildings and institutions may be erected to any height in any district in which they are permitted, provided that front and rear yards are increased in depth and side yards are increased in width two feet for each foot of height that the building exceeds the height regulations of the district in which it is located.
 - (2) The height regulations prescribed herein shall not apply to grain elevators, television and radio towers, church spires, belfries, monuments, tanks, water and fire towers, stage towers or scenery lofts, cooling towers, ornamental towers and spires, chimneys, elevator bulkheads, smokestacks, conveyors and flagpoles, provided that the height of such structures does not violate any ordinance of the city.
 - (3) The limitation on number of stories shall not apply to buildings used exclusively for storage purposes, provided that such buildings do not exceed the maximum height in feet for the district in which they are located.
- (c) *General area exceptions and modifications.* The area regulations heretofore established shall be adjusted in the following cases:
- (1) Every part of a required yard shall be open to the sky, unobstructed by a building, except for accessory structures and the ordinary projection of sills, belt courses, cornices, and ornamental features, provided that such projection does not exceed 12 inches.
 - (2) Open or lattice-enclosed fire escapes required by law and projecting into a required yard by no more than 3½ feet, and the ordinary projection of chimneys and pilasters shall be permitted, provided that such features do not obstruct light and ventilation.
 - (3) Terraces, uncovered decks, uncovered porches, and ornamental features that do not extend more than three feet above the floor level of the ground (first) story may project into a required yard, provided that such features are at least two feet from the side lot lines.
 - (4) Accessory structures greater than 150 square feet in area shall be permitted within a required rear yard, provided that such structures are at least ten feet from the rear lot line and conform to all other setback requirements.
 - (5) Where a lot is used for nonresidential purposes, more than one principal structure may be located upon the lot, provided that such structures conform to the height, setback and open space requirements of the district in which the lot is located.
- (d) *Front yards.* The front yards heretofore established shall be adjusted in the following cases:
- (1) Where 40 percent or more of the frontage on one side of a street between two intersecting streets is developed with buildings that have observed a front yard greater in depth than herein required, new buildings shall not be erected closer to the street than the average front yard so established by the existing buildings, except in the M-1 and M-2 districts.
 - (2) Where 40 percent or more of the frontage on one side of a street between two intersecting streets is developed with buildings that do not have a front yard as described above, then:
 - a. Where a building is to be erected on a parcel of land that is within 100 feet of existing buildings on both sides, the required front yard shall be established by a line drawn between the closest front corner of the adjacent building on one side and the closest front corner of the adjacent building on the other side;

- b. Where a building is to be erected on a parcel of land that is within 100 feet of an existing building on one side only, such building may be erected as close to the street as the existing adjacent building; or
 - c. Where a building is to be erected on a parcel of land that is more than 100 feet from any building on either side, the required front yard shall be 25 feet.
- (3) On interior lots having frontage on more than one street, a front yard shall be provided along each street.
 - (4) On corner lots, a front yard shall be provided along each street, except on corner lots of record.
 - (5) Unenclosed balconies and unenclosed porches may project into a front yard by no more than ten feet. Enclosed vestibules containing not more than 40 square feet may project into a front yard by no more than four feet.
 - (6) Vehicle fueling station pumps, pump islands and canopies may be located within a required yard provided that they are at least 15 feet from any street line and at least 50 feet from any R district.
 - (7) No structure, wall, or fence, nor any plant exceeding a height of two feet at maturity, shall be placed, constructed, installed, or planted within 30 feet of any street intersection in any R district. This requirement shall not apply to a retaining wall, or to a fence having an open surface area of at least 75 percent, provided that the city manager has determined that such wall or fence will not obstruct sight distance and that such wall or fence conforms to all other requirements of the city code.
- (e) *Side yards.* The side yards heretofore established shall be adjusted in the following cases:
 - (1) Commercial or industrial buildings used in part for dwelling purposes shall provide side yards not less than five feet in width unless every dwelling room opens directly upon a front yard, rear yard, or court.
 - (2) For the purpose of the side yard regulations, a two-family (duplex) or multifamily dwelling shall be considered as one building occupying one lot.
 - (3) On lots of record having a width of less than 50 feet, each required side yard may be reduced to ten percent of the lot width or four feet, whichever is greater.
 - (4) On corner lots of record, a front yard shall be provided along the street to which the main entrance of the building is oriented. A side yard of 10 feet shall be provided along the other street(s).
 - (5) A porte cochere, carport or canopy may project into a required side yard, provided that such porte cochere, carport or canopy is unenclosed except for necessary structural supports and is at least five feet from any side lot line.
- (f) *Rear yards.* The rear yards heretofore established shall be adjusted in the following cases: Where a lot abuts upon an alley, one-half the alley width may be considered as part of the required rear yard.
- (g) *Lot per family.* Where a lot of record or a lot in a subdivision which the city council has officially approved at the time of the effective date of the ordinance from which this chapter is derived has less area or width than herein required in the district in which it is located, such lot may nonetheless be used for a single-family dwelling or for any nonresidential use permitted in the district which it is located.

Staff: Ryan Shrimplin, AICP - City
Agenda: Planner
12/2/2024

AGENDA REPORT
Cape Girardeau City Council

24-205

SUBJECT

An Ordinance approving the record plat of Athena Properties Subdivision.

EXECUTIVE SUMMARY

The attached ordinance approves a record plat for a one-lot single-family residential subdivision at 1416 North Spanish Street.

BACKGROUND/DISCUSSION

A record plat has been submitted for Athena Properties Subdivision, located at 1416 North Spanish Street and zoned R-2 (Single-Family Urban Residential). The plat combines two lots. The plat shows an exception for the omission of the required 10-foot utility easement along the front and rear lot lines. Staff supports the exception because there are no existing or proposed utilities in the areas where the easement is required.

STAFF RECOMMENDATION

The staff report to the Planning and Zoning Commission recommended approval of the record plat.

BOARD OR COMMISSION RECOMMENDATION

The Planning and Zoning Commission, at its October 10, 2024 meeting, recommended approval of the record plat with a vote of 7 in favor, 0 in opposition, and 0 abstaining.

ATTACHMENTS:

| Name: | Description: |
|--|--|
| 24-128_Athena_Properties_Subdivision_Ordinance.doc | Ordinance |
| Staff_Review-Referral-Action_Form.pdf | Athena Properties Subdivision - Staff RRA Form |
| Map_-_Athena_Properties_Subdivision.pdf | Athena Properties Subdivision - Map |
| Application_-_Athena_Properties_Subdivision.pdf | Athena Properties Subdivision - Application |
| ATHENA_PROPERTIES_SUB_FINAL.pdf | Athena Properties Subdivision - Record Plat |

BILL NO. 24-128

ORDINANCE NO. _____

AN ORDINANCE APPROVING THE RECORD PLAT OF
ATHENA PROPERTIES SUBDIVISION

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

ARTICLE 1. The record plat of Athena Properties Subdivision, being All of Lots Numbered One (1) and Two (2), in Block Numbered Six (6) of Robertson and Gale's Subdivision of Outlot 69, in the City And County Of Cape Girardeau, Missouri, submitted by Athena Property Group, LLC, bearing the certification of Kelly K. Snell, a Registered Land Surveyor, dated the 14th day of October, 2024, is hereby approved.

ARTICLE 2. The City Clerk is hereby directed to sign the record plat with the date of Council approval and affix thereto the seal of the City of Cape Girardeau, Missouri.

ARTICLE 3. This ordinance shall be in full force and effect ten days after its passage and approval.

PASSED AND APPROVED THIS _____ DAY OF _____, 2024.

Stacy Kinder, Mayor

ATTEST:

Traci Weissmueller, Deputy City Clerk



CITY OF CAPE GIRARDEAU, MISSOURI
City Staff Review, Referral and Action - Subdivision Application

FILE: **Athena Properties Subdivision**

LOCATION: NW corner of N. Spanish St. & Fifth St.

STAFF REVIEW & COMMENTS:

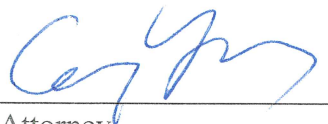
A record plat has been submitted to combine two (2) lots at the northwest corner of North Spanish Street and Fifth Street. SEE STAFF REPORT FOR MORE DETAILS.



City Planner

9/26/24

Date

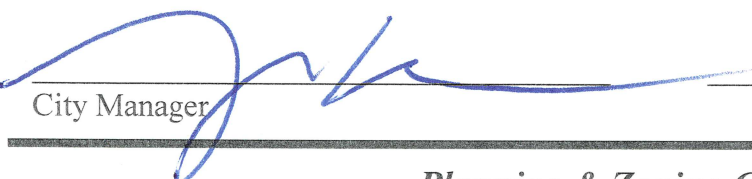


City Attorney

9/30/24

Date

CITY MANAGER REFERRAL TO THE PLANNING AND ZONING COMMISSION:



City Manager

10/2/24

Date

Planning & Zoning Commission

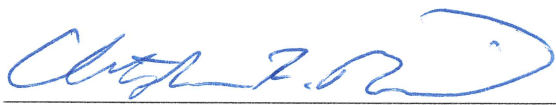
RECOMMENDED ACTION:

| | Favor | Oppose | Abstain | | Favor | Oppose | Abstain |
|---------------|-------------------------------------|--------------------------|--------------------------|--------------|-------------------------------------|--------------------------|--------------------------|
| Trae Bertrand | <input checked="" type="checkbox"/> | <input type="checkbox"/> | <input type="checkbox"/> | Gerry Jones | <input checked="" type="checkbox"/> | <input type="checkbox"/> | <input type="checkbox"/> |
| Scott Blank | <input type="checkbox"/> | <input type="checkbox"/> | <input type="checkbox"/> | Chris Martin | <input checked="" type="checkbox"/> | <input type="checkbox"/> | <input type="checkbox"/> |
| Kevin Greaser | <input checked="" type="checkbox"/> | <input type="checkbox"/> | <input type="checkbox"/> | Nick Martin | <input checked="" type="checkbox"/> | <input type="checkbox"/> | <input type="checkbox"/> |
| Robbie Guard | <input checked="" type="checkbox"/> | <input type="checkbox"/> | <input type="checkbox"/> | | | | |
| Derek Jackson | <input checked="" type="checkbox"/> | <input type="checkbox"/> | <input type="checkbox"/> | | | | |

VOTE COUNT: 7 Favor 0 Oppose 0 Abstain

COMMENTS:

CITIZENS COMMENTING AT MEETING:



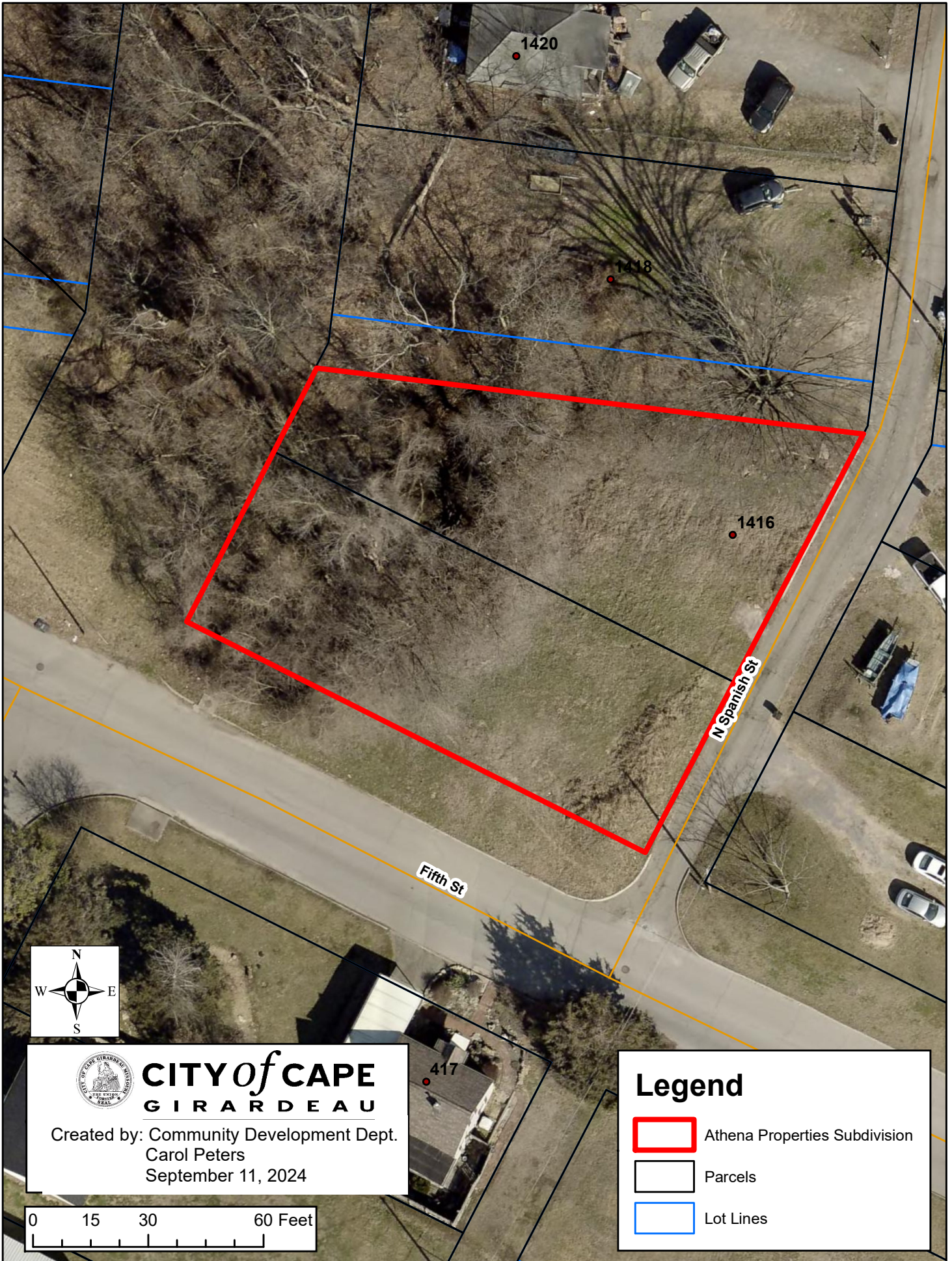
Chris Martin
Planning & Zoning Commission Secretary

City Council Action

Ordinance 1st Reading _____ Ordinance 2nd & 3rd Reading: _____

ORDINANCE # _____ Effective Date: _____

Athena Properties Subdivision






CITY of CAPE
GIRARDEAU

Created by: Community Development Dept.
Carol Peters
September 11, 2024



Legend

-  Athena Properties Subdivision
-  Parcels
-  Lot Lines



SUBDIVISION PLAT APPLICATION
CITY of CAPE GIRARDEAU

COMMUNITY DEVELOPMENT DEPARTMENT, 44 NORTH LORIMIER STREET, CAPE GIRARDEAU, MO 63701 (573) 339-6327

| | | | |
|---|--|--|------------------|
| Name of Subdivision <i>Athena Properties Subdivision</i> | | Type of Plat <input checked="" type="checkbox"/> Record <input type="checkbox"/> Preliminary <input type="checkbox"/> Boundary Adjustment | |
| Applicant Athena Properties | | Property Owner of Record <input checked="" type="checkbox"/> Same as Applicant | |
| Mailing Address 339 Broadway | City, State, Zip Cape Girardeau, MO 63701 | Mailing Address | City, State, Zip |
| Telephone 573-450-0176 | Email Jeremy@rentathena.com | Telephone | Email |
| Contact Person (if Applicant is a Business or Organization) Jeremy Goehman | | (Attach additional owners information, if necessary) | |
| Professional Engineer/Surveyor (if other than Applicant) Ricjrhards Land Surveying | | Developer (if other than Applicant) | |
| Mailing Address 1813 Greenbrier | City, State, Zip Cape Girardeau, MO 63701 | Mailing Address | City, State, Zip |
| Telephone 573-339-7473 | Email richardslandsurveying@gmail.com | Telephone | Email |

ADDITIONAL ITEMS REQUIRED

In addition to this completed application form, the following items must be submitted:

- Review Fee (payable to City of Cape Girardeau) \$22.00 per lot (**\$220.00 minimum**)
- Recording Fee Deposit (payable to City of Cape Girardeau)

See Instructions for more information.

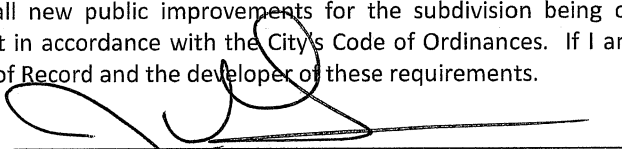
| Sheet Size | Record Plat | Boundary Adjustment Plat |
|------------|-------------|--------------------------|
| 18" x 24" | \$46.00 | \$26.00 |
| 24" x 36" | \$71.00 | \$31.00 |

(The City reserves the right to issue a partial refund or collect an additional fee if the actual recording cost differs from the deposit amount)

- One (1) full size print of the plat
- Digital file of the plat in .pdf format (can be emailed to cityplanning@cityofcape.org)
- Completed minimum requirements checklist

CERTIFICATION

I hereby certify that I am the sole Property Owner of Record or an agent duly authorized by the Property Owner(s) of Record to file this application on their behalf. Furthermore, I hereby acknowledge that the plat submitted with this application must meet certain requirements in order to be approved including, but not limited to: a) successfully addressing all review comments, and b) any and all new public improvements for the subdivision being completed and/or covered under a performance guarantee agreement in accordance with the City's Code of Ordinances. If I am an agent, I hereby certify that I have notified the Property Owner(s) of Record and the developer of these requirements.


 Applicant Signature and Printed Name

8-20-24
 Date

| | | | |
|---|---------------------------|----------------------------------|---|
| OFFICE USE ONLY | | | |
| Date Received & By | File # | MUNIS Application # | MUNIS Permit # |
| <u>8/20/24</u> <i>RS</i> | | | |
| Review Fee Received \$ | Recording Fee Received \$ | <input type="checkbox"/> Check # | <input checked="" type="checkbox"/> Credit Card <input type="checkbox"/> Cash |
| <u>220.00</u> | <u>46.00</u> | | |
| Preliminary and Record Plats: | | | |
| Planning & Zoning Commission Recommendation | Date | City Council Final Action | Date |
| | | | |

MAIN REFERENCE SOURCES ARE: ATHENA PROPERTY GROUP, LLC, LOCATED IN DOCUMENT #2016-07520, AND DOCUMENT #2024-03037, BOTH OF THE LAND RECORDS OF CAPE GIRARDEAU COUNTY, MISSOURI.

RECORD PLAT

ATHENA PROPERTIES SUBDIVISION

FOR: ATHENA PROPERTY GROUP, LLC
CAPE GIRARDEAU, MISSOURI

PREPARED BY RICHARDS LAND SURVEYING, 1813 GREENBRIER DRIVE, CAPE GIRARDEAU, MISSOURI, 63701
573-339-7473

SUBDIVISION DEDICATION

I, THE UNDERSIGNED, JOSEPH I. UZOARU, MANAGER OF ATHENA PROPERTY GROUP, LLC, A MISSOURI LIMITED LIABILITY COMPANY, THE OWNER OF ALL OF LOTS NUMBERED ONE (1) AND TWO (2), IN BLOCK NUMBERED SIX (6) OF ROBERTSON AND GALE'S SUBDIVISION OF OUTLOT 69, AS SHOWN IN PLAT BOOK #2, AT PAGE #20 OF THE COUNTY LAND RECORDS, IN THE CITY AND COUNTY OF CAPE GIRARDEAU, MISSOURI, CONTAINING 13,948 SQUARE FEET (0.320 ACRES), MORE OR LESS, HEREBY DECLARE THAT I HAVE CAUSED SAID LAND TO BE RESUBDIVIDED INTO A SINGLE LOT AS NUMBERED AND DESIGNATED ON THIS PLAT, WHICH IS A TRUE AND CORRECT REPRESENTATION OF SAID SUBDIVISION, WHICH IS HEREBY NAMED ATHENA PROPERTIES SUBDIVISION. IN WITNESS WHEREOF, SIGNED THIS _____ DAY OF _____, 20____, A.D.

JOSEPH I. UZOARU
MANAGER

STATE OF MISSOURI
COUNTY OF CAPE GIRARDEAU

ON THIS _____ DAY OF _____, 20____, A.D., BEFORE ME, A NOTARY PUBLIC FOR SAID STATE AND COUNTY, PERSONALLY APPEARED JOSEPH I. UZOARU, MANAGER OF ATHENA PROPERTY GROUP, LLC, A MISSOURI LIMITED LIABILITY COMPANY, WHO, BY ME DULY SWORN, DID SAY THAT HE IS THE PERSON DESCRIBED HEREIN, THAT HE EXECUTED THE FOREGOING INSTRUMENT ON BEHALF OF SAID LIMITED LIABILITY COMPANY, AND THAT HE EXECUTED THE SAME FOR THE PURPOSES STATED THEREIN AS THE FREE ACT AND DEED OF SAID LIMITED LIABILITY COMPANY.

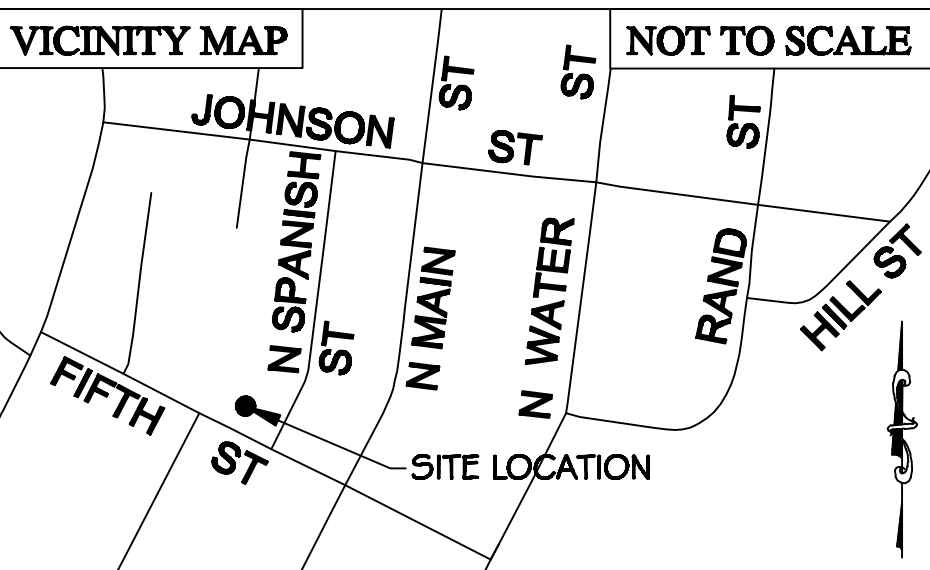
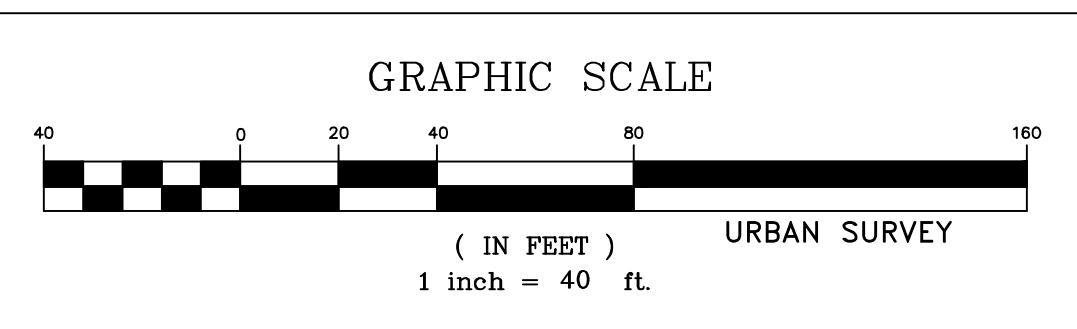
IN WITNESS WHEREOF, I HERETO SET MY HAND AND AFFIX MY OFFICIAL SEAL IN THE STATE AND COUNTY AFORESAID, THE DATE FIRST ABOVE WRITTEN.

NOTARY PUBLIC

MY COMMISSION EXPIRES: _____

I, _____, CITY CLERK OF THE CITY OF CAPE GIRARDEAU, MISSOURI, HEREBY CERTIFY THAT THIS PLAT WAS APPROVED BY THE CITY OF CAPE GIRARDEAU, MISSOURI BY ORDINANCE NO. _____ PASSED AND APPROVED THIS _____ DAY OF _____, 20____, A.D.

CITY CLERK
CITY OF CAPE GIRARDEAU, MISSOURI



LEGEND

- SET 1/2" ROD AND CAP
- FOUND 1/2" IRON ROD
- CALCULATED CORNER POSITION
- △ SET COTTON PICKER SPINDLE
- SUBDIVISION BOUNDARY LINE
- - - LOT LINE TO BE ELIMINATED
- BUILDING SETBACK LINE
- EXTERNAL PROPERTY LINE
- OUT LOT LINE
- RIGHT-OF-WAY LINE
- CENTERLINE

ALL OF LOTS NUMBERED ONE (1) AND TWO (2), IN BLOCK NUMBERED SIX (6) OF ROBERTSON AND GALE'S SUBDIVISION OF OUTLOT 69, IN THE CITY AND COUNTY OF CAPE GIRARDEAU, MISSOURI, AS SHOWN IN PLAT BOOK #2, AT PAGE #20 OF THE LAND RECORDS OF CAPE GIRARDEAU COUNTY, MISSOURI.

SUBJECT PROPERTY LIES IN ZONE "X", AN AREA DETERMINED TO BE OUTSIDE OF THE 0.20% ANNUAL FLOOD PLAIN AS SHOWN ON FLOOD INSURANCE RATE MAP, COMMUNITY PANEL NO. 29031C0259F, WHICH BEARS AN EFFECTIVE DATE OF JANUARY 20TH, 2016.

NOTE "A":
ONE-HALF THE ALLEY WIDTH COUNTS TOWARD THE REAR YARD SETBACK (PER SECTION 30-116)

NOTE "B":
AN EXCEPTION IS SHOWN FOR THE OMISSION OF THE REQUIRED 10-FOOT UTILITY EASEMENT ALONG THE FRONT AND REAR LOT LINES.

REFERENCES

- DOCUMENT #2016-07520 (MAIN REFERENCE)
- DOCUMENT #2024-03037 (MAIN REFERENCE)
- DOCUMENT #2023-07230 (ADJOINER)
- PRIOR SURVEYS BY P.L.S. #2003013179 (DATED 4-04-2008)
- (DATED 1-23-2007)
- PLAT BOOK #2, PAGE #20 (ROBERTSON AND GALE'S SUBDIVISION)
- PLAT BOOK #2, PAGE #45 (RED STAR ADDITION)
- AERIAL PHOTOGRAPHS

ZONING AND LOT INFORMATION

ZONING: R-2, SINGLE-FAMILY URBAN RESIDENTIAL DISTRICT

MAXIMUM HEIGHT = TWO AND ONE HALF (2 1/2) STORIES, NOT TO EXCEED THIRTY-FIVE (35) FEET
 MINIMUM LOT AREA = EIGHT THOUSAND (8,000) SQUARE FEET
 MAXIMUM DENSITY = FIVE (5) UNITS PER ONE (1) ACRE
 MINIMUM LOT WIDTH = SIXTY (60) FEET
 MINIMUM BUILDING SETBACKS:
 FRONT YARD = TWENTY-FIVE (25) FEET
 SIDE YARD = FIVE (5) FEET
 REAR YARD = TWENTY-FIVE (25) FEET

NUMBER OF LOTS: ONE (1)
 TOTAL AREA: 13,948 SQ. FT. (0.320 AC.)

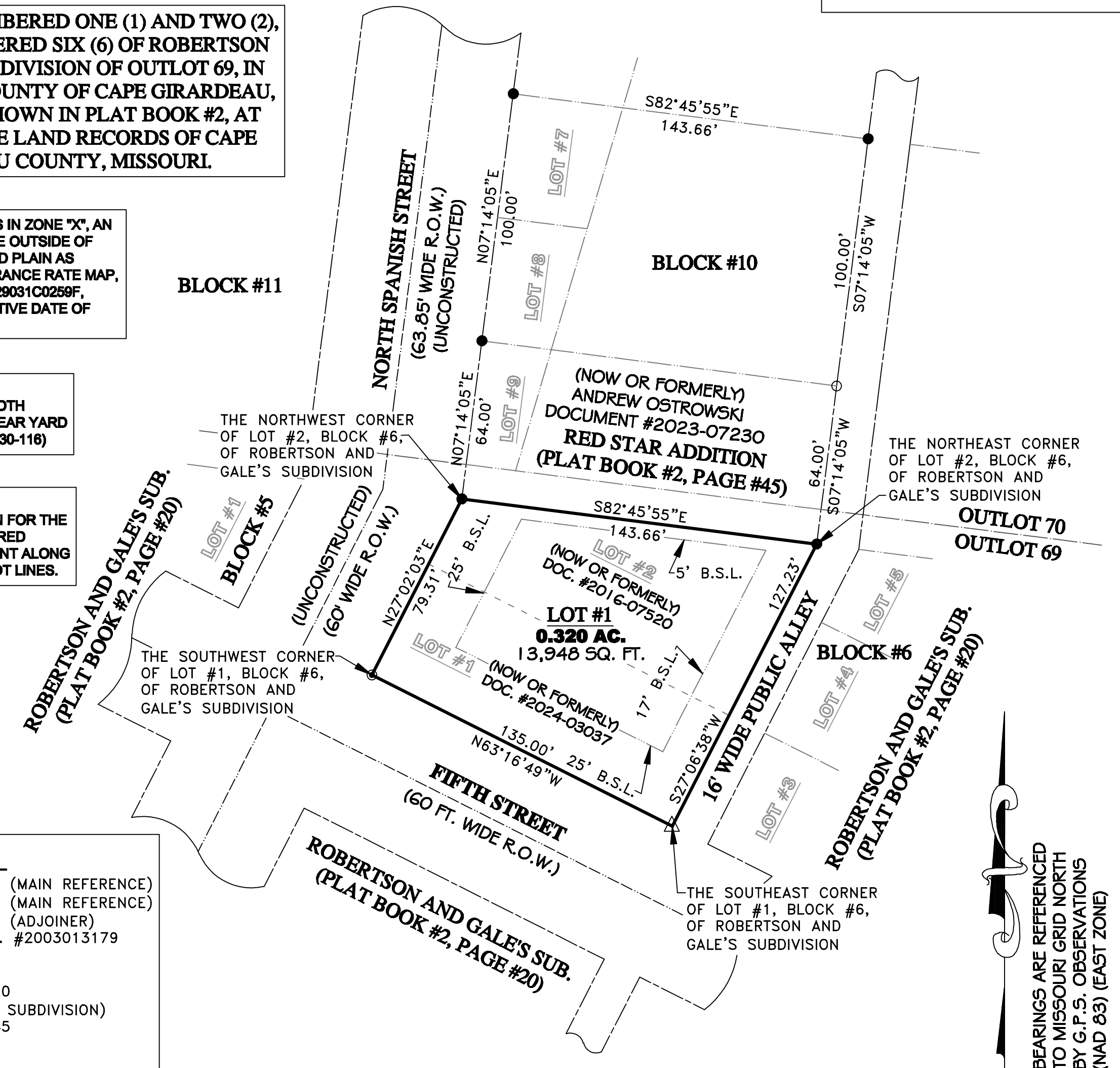
This is to certify that I, a Missouri Land Surveyor, have surveyed the property described in the above caption as shown by the annexed Plat, which Survey is true and correct and was executed to the best of my ability, in conformance with the current Minimum Standards for Property Boundary Surveys in the State of Missouri. Given under my hand and seal at Cape Girardeau, Missouri this _____ day of _____, 20____, A.D.

KELLY K. SNELL, MO. P.L.S. #2017017647

STATE OF MISSOURI)
 COUNTY OF CAPE GIRARDEAU)

FILED FOR RECORD THIS _____ DAY OF _____, 20____, A.D., IN THE OFFICE OF THE RECORDER OF DEEDS IN CAPE GIRARDEAU COUNTY AT JACKSON, MISSOURI. DOCUMENT NO. _____

ANDREW DAVID BLATTNER, RECORDER OF DEEDS
 CAPE GIRARDEAU COUNTY, MISSOURI



BEARINGS ARE REFERENCED TO MISSOURI GRID NORTH BY G.P.S. OBSERVATIONS (NAD 83) (EAST ZONE)

RICHARDS LAND SURVEYING
 1813 GREENBRIER DR., CAPE GIRARDEAU, MISSOURI
 PHONE & FAX: (573) 339-7473

| REV. | DESCRIPTION | BY | DATE |
|------|-------------|----|------|
| | | | |
| | | | |
| | | | |

| | |
|-----------------|--------------------------|
| DRAWN BY: KKS | CHECKED BY: AMV |
| SCALE: 1" = 40' | PROJECT NUMBER: R2409174 |
| DATE: 9-06-2024 | SHEET: 1 OF 1 |

| | |
|--|------------------------------------|
| JOB NAME: ATHENA PROPERTY GROUP, LLC | LOCATION: CAPE GIRARDEAU, MISSOURI |
| DESCRIPTION: ATHENA PROPERTIES SUBDIVISION | |

Staff: Ryan Shrimplin, AICP - City
Agenda: Planner
12/2/2024

| | |
|---|---------------|
| AGENDA REPORT Cape Girardeau City Council | 24-206 |
|---|---------------|

SUBJECT

An Ordinance approving the record plat of McMillan's First Subdivision.

EXECUTIVE SUMMARY

The attached ordinance approves a record plat for a two-lot single-family residential subdivision at 2201 and 2205 Kent Drive.

BACKGROUND/DISCUSSION

A record plat has been submitted for McMillan’s First Subdivision, located at 2201 and 2205 Kent Drive, which is zoned R-1 (Single-Family Suburban Residential). The plat reconfigures two lots to create two new lots. The plat shows a variance for a reduced lot area for Lot #1. Staff supports the variance because it will eliminate a nonconformity (residential swimming pool features are required to be at least 5 feet from any lot line; currently, the pool feature on Lot #2 is closer than 5 feet). In addition, the plat shows an exception for the omission of the required 10-foot utility easement along the right-of-way lines and along the rear (north) lot line of Lot #2. Staff supports the exception because there are no existing or proposed utilities in the areas where the easement is required.

STAFF RECOMMENDATION

The staff report to the Planning and Zoning Commission recommended approval of the record plat.

BOARD OR COMMISSION RECOMMENDATION

The Planning and Zoning Commission, at its April 10, 2024 meeting, recommended approval of the record plat with a vote of 7 in favor, 0 in opposition, and 0 abstaining.

ATTACHMENTS:

| Name: | Description: |
|--|---|
| 24-129_McMillans_First_Ordinance.doc | Ordinance |
| Staff_Review-Referral-Action_Formpdf | McMillan's First Subdivision - Staff RRA Form |
| Map_-_McMillan_s_First_Subdivision.pdf | McMillan's First Subdivision - Map |
| Application_-_McMillan_s_First_Subdivision.pdf | McMillan's First Subdivision - Application |
| MCMILLAN_FIRST_SUB_FINAL_REVIEW.pdf | McMillan's First Subdivision - Record Plat |

BILL NO. 24-129

ORDINANCE NO. _____

AN ORDINANCE APPROVING THE RECORD PLAT OF
MCMILLAN'S FIRST SUBDIVISION

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

ARTICLE 1. The record plat of McMillan's First Subdivision, being All of Lots numbered One Hundred Forty-Eight (148) and One Hundred Forty-Nine (149) of Woodland Hills Estates Third Subdivision as Recorded in Plat Book #12, at Page #17 Of the County Land Records, in the City and County of Cape Girardeau, Missouri, submitted by Clyde E. McMillan Jr. and Rebecca J. McMillan, Husband and Wife, and Joseph Glennon Campbell and Lee Ann Cambell, Trustees of The Amended and Restated Joseph Glennon Campbell Living Trust dated June 14, 2004, bearing the certification of Kelly K. Snell, a Registered Land Surveyor, dated the 5th day of August, 2024, is hereby approved.

ARTICLE 2. The City Clerk is hereby directed to sign the record plat with the date of Council approval and affix thereto the seal of the City of Cape Girardeau, Missouri.

ARTICLE 3. This ordinance shall be in full force and effect ten days after its passage and approval.

PASSED AND APPROVED THIS _____ DAY OF _____, 2024.

Stacy Kinder, Mayor

ATTEST:

Traci Weissmueller, Deputy City Clerk



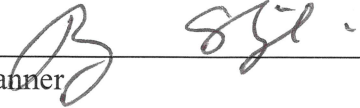
CITY OF CAPE GIRARDEAU, MISSOURI
City Staff Review, Referral and Action - Subdivision Application

FILE: **McMillan's First Subdivision**

LOCATION: 2201 & 2205 Kent Drive

STAFF REVIEW & COMMENTS:

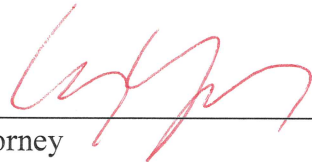
A record plat has been submitted to reconfigure two (2) lots at 2201 & 2205 Kent Drive. SEE STAFF REPORT FOR MORE DETAILS.



City Planner

3/26/24

Date

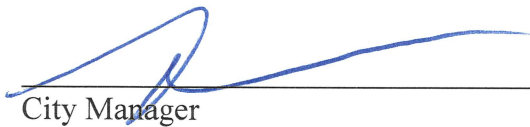


City Attorney

3/27/24

Date

CITY MANAGER REFERRAL TO THE PLANNING AND ZONING COMMISSION:



City Manager

3/28/24

Date

Planning & Zoning Commission

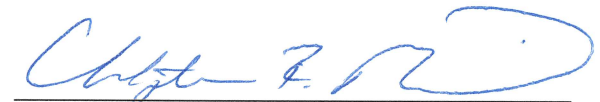
RECOMMENDED ACTION:

| | Favor | Oppose | Abstain | | Favor | Oppose | Abstain |
|---------------|-------------------------------------|--------------------------|--------------------------|------------------------|-------------------------------------|--------------------------|--------------------------|
| Trae Bertrand | <input checked="" type="checkbox"/> | <input type="checkbox"/> | <input type="checkbox"/> | Chris Martin | <input checked="" type="checkbox"/> | <input type="checkbox"/> | <input type="checkbox"/> |
| Scott Blank | <input checked="" type="checkbox"/> | <input type="checkbox"/> | <input type="checkbox"/> | Nick Martin | <input checked="" type="checkbox"/> | <input type="checkbox"/> | <input type="checkbox"/> |
| Kevin Greaser | <input checked="" type="checkbox"/> | <input type="checkbox"/> | <input type="checkbox"/> | Sommer McCauley-Perdue | <input type="checkbox"/> | <input type="checkbox"/> | <input type="checkbox"/> |
| Derek Jackson | <input checked="" type="checkbox"/> | <input type="checkbox"/> | <input type="checkbox"/> | | | | |
| Gerry Jones | <input checked="" type="checkbox"/> | <input type="checkbox"/> | <input type="checkbox"/> | | | | |

VOTE COUNT: 7 Favor 0 Oppose 0 Abstain

COMMENTS:

CITIZENS COMMENTING AT MEETING:



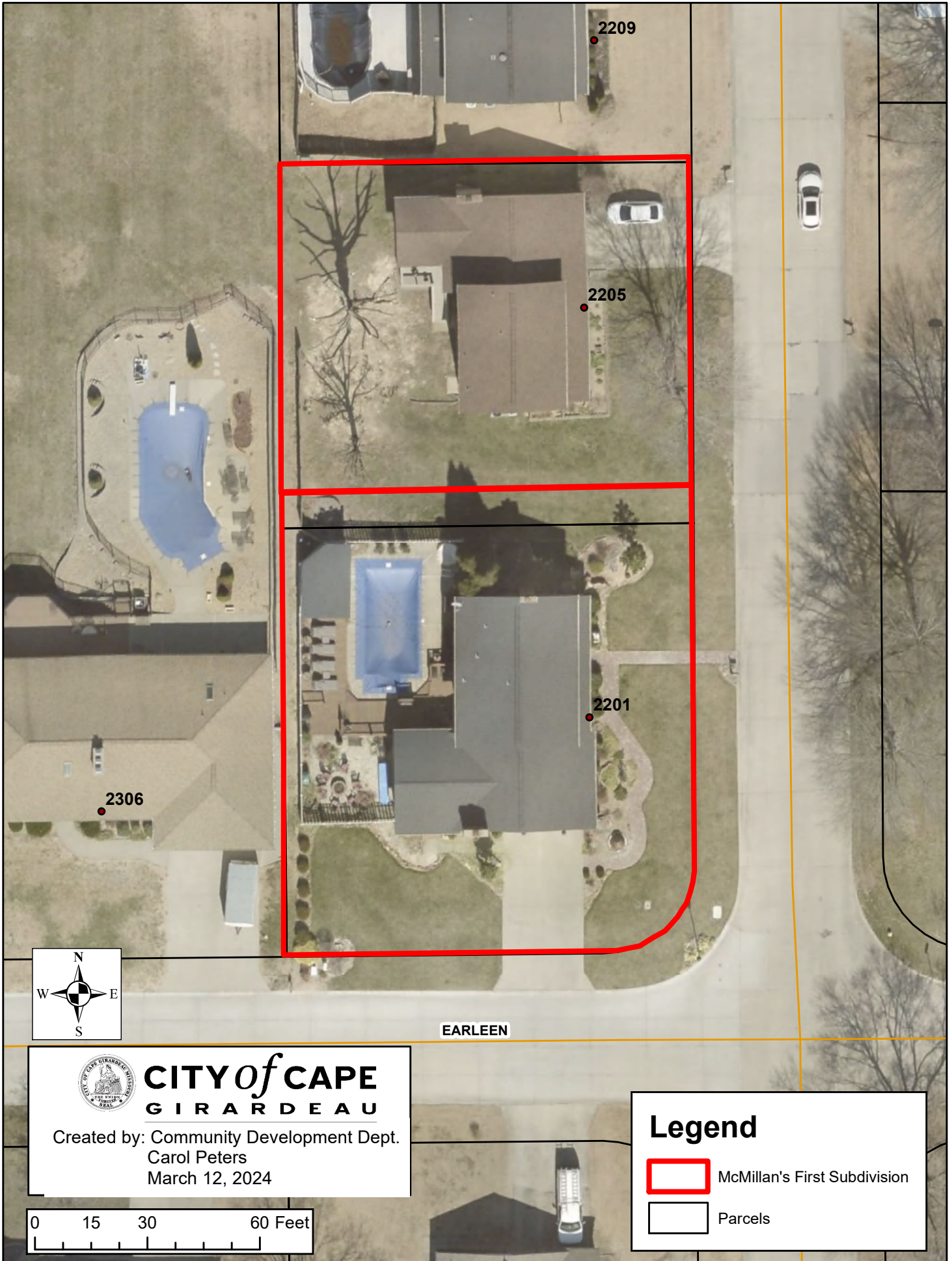
Chris Martin
Planning & Zoning Commission Secretary

City Council Action

Ordinance 1st Reading _____ Ordinance 2nd & 3rd Reading: _____

ORDINANCE # _____ Effective Date: _____

McMillan's First Subdivision





SUBDIVISION PLAT APPLICATION
CITY of CAPE GIRARDEAU

COMMUNITY DEVELOPMENT DEPARTMENT, 44 NORTH LORIMIER STREET, CAPE GIRARDEAU, MO 63701 (573) 339-6327

| | | | |
|--|---|--|-------------------------|
| Name of Subdivision <i>McMillan's First Subdivision</i> | | Type of Plat <input checked="" type="checkbox"/> Record <input type="checkbox"/> Preliminary <input checked="" type="checkbox"/> Boundary Adjustment | |
| Applicant Clyde & Rebecca McMillan | | Property Owner of Record <input checked="" type="checkbox"/> Same as Applicant | |
| Mailing Address 2201 Kent Drive | City, State, Zip Cape Girardeau, MO 63701 | Mailing Address | City, State, Zip |
| Telephone 573-450-0375 | Email rebeccajomcmillan@outlook.com | Telephone | Email |
| Contact Person (if Applicant is a Business or Organization) | | <i>(Attach additional owners information, if necessary)</i> | |
| Professional Engineer/Surveyor (if other than Applicant) Richards Land Surveying | | Developer (if other than Applicant) | |
| Mailing Address 1813 Greenbrier | City, State, Zip Cape Girardeau, MO 63701 | Mailing Address | City, State, Zip |
| Telephone 573-339-7473 | Email rlsurvey@charter.net | Telephone | Email |

ADDITIONAL ITEMS REQUIRED

See Instructions for more information.

In addition to this completed application form, the following items must be submitted:

- Review Fee (payable to City of Cape Girardeau)
\$21.00 per lot (**\$210.00 minimum**)
 - Recording Fee Deposit (payable to City of Cape Girardeau)
- | Sheet Size | Record Plat | Boundary Adjustment Plat |
|------------|-------------|--------------------------|
| 18" x 24" | \$46.00 | \$26.00 |
| 24" x 36" | \$71.00 | \$31.00 |

(The City reserves the right to issue a partial refund or collect an additional fee if the actual recording cost differs from the deposit amount)

- One (1) full size print of the plat
- Digital file of the plat in .pdf format (can be emailed to cityplanning@cityofcape.org)
- Completed minimum requirements checklist

CERTIFICATION

I hereby certify that I am the sole Property Owner of Record or an agent duly authorized by the Property Owner(s) of Record to file this application on their behalf. Furthermore, I hereby acknowledge that the plat submitted with this application must meet certain requirements in order to be approved including, but not limited to: a) successfully addressing all review comments, and b) any and all new public improvements for the subdivision being completed and/or covered under a performance guarantee agreement in accordance with the City's Code of Ordinances. If I am an agent, I hereby certify that I have notified the Property Owner(s) of Record and the developer of these requirements.

Clyde McMillan
 Applicant Signature and Printed Name
Rebecca McMillan

3-5-24
 Date

| | | | |
|---|---------------------------|----------------------------------|--|
| OFFICE USE ONLY | | | |
| Date Received & By | File # | MUNIS Application # | MUNIS Permit # |
| <i>3/5/24</i> | | <i>1500A</i> | |
| Review Fee Received \$ | Recording Fee Received \$ | <input type="checkbox"/> Check # | <input type="checkbox"/> Credit Card <input type="checkbox"/> Cash |
| <i>210</i> | <i>46</i> | <i>3743</i> | |
| Preliminary and Record Plats: | | | |
| Planning & Zoning Commission Recommendation | Date | City Council Final Action | Date |

RECORD PLAT

MCMILLAN'S FIRST SUBDIVISION

ALL OF LOTS NUMBERED ONE HUNDRED FORTY-EIGHT (148) AND ONE HUNDRED FORTY-NINE (149) OF WOODLAND HILLS ESTATES THIRD SUBDIVISION AS RECORDED IN PLAT BOOK #12, AT PAGE #17 OF THE COUNTY LAND RECORDS, IN THE CITY AND COUNTY OF CAPE GIRARDEAU, MISSOURI

MAIN REFERENCE SOURCES ARE: CLYDE E. MCMILLAN JR. AND REBECCA J. MCMILLAN, LOCATED IN BOOK #1050, AT PAGE #101, AND JOSEPH GLENNON CAMPBELL TRUST, LOCATED IN DOCUMENT #2022-00955, BOTH OF THE LAND RECORDS OF CAPE GIRARDEAU COUNTY, MISSOURI.

FOR: CLYDE E. JR., & REBECCA J. MCMILLAN, AND JOSEPH GLENNON AND LEE ANN CAMPBELL
CAPE GIRARDEAU, MISSOURI

PREPARED BY RICHARDS LAND SURVEYING, 1813 GREENBRIER DRIVE, CAPE GIRARDEAU, MISSOURI 63701
PHONE: 573-339-7473

RICHARDS LAND SURVEYING
1813 GREENBRIER DR., CAPE GIRARDEAU, MISSOURI
PHONE & FAX: (573) 339-7473

SUBDIVISION DEDICATION

WE, THE UNDERSIGNED, CLYDE E. MCMILLAN JR. AND REBECCA J. MCMILLAN, HUSBAND AND WIFE, AND JOSEPH GLENNON CAMPBELL AND LEE ANN CAMPBELL, TRUSTEES OF THE AMENDED AND RESTATED JOSEPH GLENNON CAMPBELL LIVING TRUST DATED JUNE 14, 2004, THE OWNERS OF ALL OF LOTS NUMBERED ONE HUNDRED FORTY-EIGHT (148) AND ONE HUNDRED FORTY-NINE (149) OF WOODLAND HILLS ESTATES THIRD SUBDIVISION AS RECORDED IN PLAT BOOK #12, AT PAGE #17 OF THE COUNTY LAND RECORDS, IN THE CITY AND COUNTY OF CAPE GIRARDEAU, MISSOURI, CONTAINING 21,962 SQUARE FEET (0.504 ACRES), MORE OR LESS, HEREBY DECLARE THAT WE HAVE CAUSED SAID LAND TO BE RESUBDIVIDED INTO LOTS AS NUMBERED AND DESIGNATED ON THIS PLAT, WHICH IS A TRUE AND CORRECT REPRESENTATION OF SAID SUBDIVISION, WHICH IS HEREBY NAMED "MCMILLAN'S FIRST SUBDIVISION". IN WITNESS WHEREOF, SIGNED THIS _____ DAY OF _____, 20____, A.D.

CLYDE E. MCMILLAN JR. _____ REBECCA J. MCMILLAN _____

STATE OF MISSOURI)
COUNTY OF _____)

ON THIS _____ DAY OF _____, 20____, A.D., BEFORE ME, A NOTARY PUBLIC FOR SAID STATE AND COUNTY, PERSONALLY APPEARED CLYDE E. MCMILLAN JR. AND REBECCA J. MCMILLAN, HUSBAND AND WIFE, WHO, BY ME DULY SWORN, DID SAY THAT THEY ARE THE PERSONS DESCRIBED HEREIN, THAT THEY EXECUTED THE FOREGOING INSTRUMENT, AND THAT THEY EXECUTED THE SAME FOR THE PURPOSES STATED THEREIN AS THEIR FREE ACT AND DEED.

IN WITNESS WHEREOF, I HEREUNTO SET MY HAND AND AFFIX MY OFFICIAL SEAL IN THE STATE AND COUNTY AFORESAID, THE DATE FIRST ABOVE WRITTEN.

NOTARY PUBLIC _____

MY COMMISSION EXPIRES: _____

JOSEPH GLENNON CAMPBELL TRUSTEE _____ LEE ANN CAMPBELL TRUSTEE _____

STATE OF MISSOURI)
COUNTY OF _____)

ON THIS _____ DAY OF _____, 20____, A.D., BEFORE ME, A NOTARY PUBLIC FOR SAID STATE AND COUNTY, PERSONALLY APPEARED JOSEPH GLENNON CAMPBELL AND LEE ANN CAMPBELL, TRUSTEES OF THE AMENDED AND RESTATED JOSEPH GLENNON CAMPBELL LIVING TRUST DATED JUNE 14, 2004, WHO, BY ME DULY SWORN, DID SAY THAT THEY ARE THE PERSONS DESCRIBED HEREIN, THAT THEY EXECUTED THE FOREGOING INSTRUMENT ON BEHALF OF SAID LIVING TRUST, AND THAT THEY EXECUTED THE SAME FOR THE PURPOSES STATED THEREIN AS THE FREE ACT AND DEED OF SAID LIVING TRUST.

IN WITNESS WHEREOF, I HEREUNTO SET MY HAND AND AFFIX MY OFFICIAL SEAL IN THE STATE AND COUNTY AFORESAID, THE DATE FIRST ABOVE WRITTEN.

NOTARY PUBLIC _____

MY COMMISSION EXPIRES: _____

I, _____, CITY CLERK OF THE CITY OF CAPE GIRARDEAU, MISSOURI, HEREBY CERTIFY THAT THIS PLAT WAS APPROVED BY THE CITY OF CAPE GIRARDEAU, MISSOURI BY ORDINANCE NO. _____ PASSED AND APPROVED THIS _____ DAY OF _____, 20____, A.D.

CITY CLERK
CITY OF CAPE GIRARDEAU, MISSOURI

This is to certify that I, a Missouri Land Surveyor, have surveyed the property described in the above caption as shown by the annexed Plat, which Survey is true and correct and was executed to the best of my ability, in conformance with the current Minimum Standards for Property Boundary Surveys in the State of Missouri. Given under my hand and seal at Cape Girardeau, Missouri this 4th day of March, A.D. 2024.

KELLY K. SNELL, MO. P.L.S. #2017017647

STATE OF MISSOURI)
COUNTY OF CAPE GIRARDEAU)

FILED FOR RECORD THIS _____ DAY OF _____, 2024, A.D., IN THE OFFICE OF THE RECORDER OF DEEDS IN CAPE GIRARDEAU COUNTY AT JACKSON, MISSOURI. DOCUMENT NO. _____

ANDREW DAVID BLATTNER, RECORDER OF DEEDS
CAPE GIRARDEAU COUNTY, MISSOURI

LEGEND

- SET 1/2" ROD AND CAP
- FOUND 1/2" IRON ROD
- FOUND 3/8" IRON ROD
- AS NOTED
- SUBDIVISION BOUNDARY LINE
- - - LOT LINE TO BE ELIMINATED
- NEW LOT LINE
- - - EXISTING EASEMENT LINE
- - - BUILDING SETBACK LINE
- - - EXTERNAL PROPERTY LINE
- - - RIGHT-OF-WAY LINE
- - - CENTERLINE

REFERENCES

- BK. #1050, PG. #101 (MAIN REF.)
- DOC. #2022-00955 (MAIN REF.)
- DOC. #2024-05278 (TRANSFER TRACT)
- DOC. #2005-15318 (ADJOINER)
- BK. #990, PG. #920 (ADJOINER)
- P.B. #20, PG. #53 (RANDOL FARMS 1ST AMENDED SUBD.)
- P.B. #12, PG. #17 (WOODLAND HILLS EST. 3RD SUBD.)
- AERIAL PHOTOGRAPHS

THE SOUTHWEST CORNER OF LOT #149 OF WOODLAND HILLS ESTATES THIRD SUBDIVISION, AS RECORDED IN PLAT BOOK #12, AT PAGE #17 OF THE LAND RECORDS OF CAPE GIRARDEAU COUNTY, MISSOURI. (FOUND 1/2" IRON ROD)

FLOODPLAIN INFORMATION
SUBJECT PROPERTY LIES IN ZONE "X", AN AREA DETERMINED TO BE OUTSIDE OF THE 0.20% ANNUAL FLOOD PLAIN AS SHOWN ON FLOOD INSURANCE RATE MAP, COMMUNITY PANEL NO. 29031C0254E, WHICH BEARS AN EFFECTIVE DATE OF SEPTEMBER 29TH, 2011.

ZONING AND LOT INFORMATION

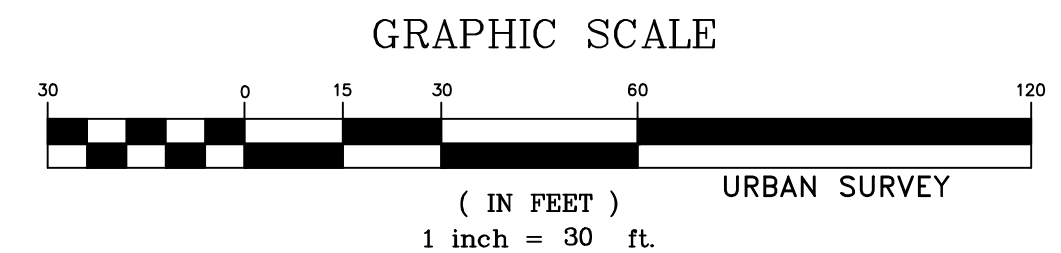
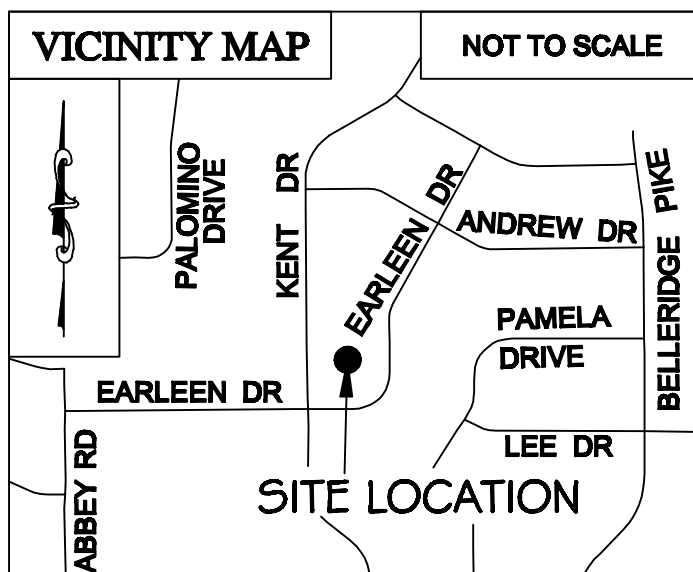
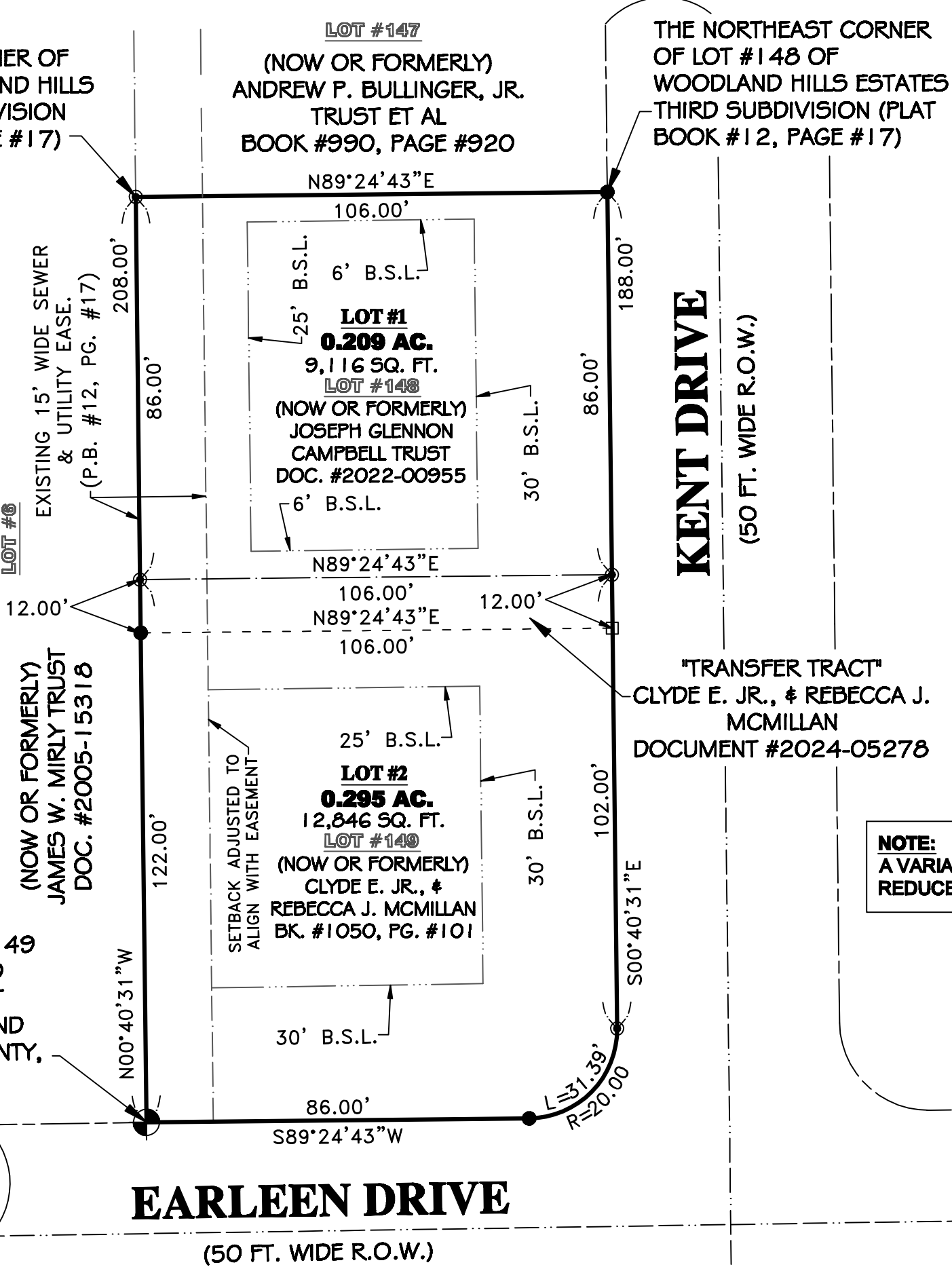
ZONING: R-1, SINGLE-FAMILY SUBURBAN RESIDENTIAL DISTRICT

- MAXIMUM HEIGHT = TWO AND ONE HALF (2 1/2) STORIES, NOT TO EXCEED THIRTY-FIVE (35) FEET
- MINIMUM LOT AREA = TEN THOUSAND (10,000) SQUARE FEET
- MAXIMUM DENSITY: = FOUR (4) UNITS PER ONE ACRE
- MINIMUM LOT WIDTH = EIGHTY (80) FEET
- MINIMUM BUILDING SETBACKS:
FRONT YARD = THIRTY (30) FEET
SIDE YARD = SIX (6) FEET (UNLESS OTHERWISE NOTED)
REAR YARD = TWENTY-FIVE (25) FEET

NUMBER OF LOTS: TWO (2)
LARGEST LOT AREA: 12,846 SQ. FT. (0.295 AC.)
SMALLEST LOT AREA: 9,116 SQ. FT. (0.209 AC.)
TOTAL AREA: 21,962 SQ. FT. (0.504 AC.)

THE NORTHWEST CORNER OF LOT #148 OF WOODLAND HILLS ESTATES THIRD SUBDIVISION (PLAT BOOK #12, PAGE #17)

RANDOL FARMS FIRST AMENDED SUB. (PLAT BOOK #20, PAGE #53)



BEARINGS ARE REFERENCED TO MISSOURI GRID NORTH BY G.P.S. OBSERVATIONS (NAD 83) (EAST ZONE)

NOTE:
A VARIANCE IS SHOWN FOR A REDUCED LOT AREA FOR LOT #1

| REV. | DESCRIPTION | BY | DATE |
|------|-------------|----|------|
| | | | |
| | | | |
| | | | |
| | | | |

| | |
|-----------------|-----------------|
| DRAWN BY: KKS | CHECKED BY: SNS |
| SCALE: 1" = 30' | PROJECT NUMBER |
| DATE: 3-04-2024 | SHEET: 1 OF 1 |

| |
|---|
| JOB NAME: MCMILLAN AND CAMPBELL |
| LOCATION: CAPE GIRARDEAU, MISSOURI |
| DESCRIPTION: MCMILLAN'S FIRST SUBDIVISION |

Staff: Lisa Mills
Agenda: 12/2/2024

AGENDA REPORT
Cape Girardeau City Council

24-207

SUBJECT

An Ordinance approving the appropriation of unappropriated operating and capital expenditures for the police department incurred during the current fiscal year ending June 30, 2025.

EXECUTIVE SUMMARY

An Ordinance approving the appropriation of unappropriated operating and capital expenditure for the police department incurred during the current fiscal year ending June 30, 2025.

BACKGROUND/DISCUSSION

The Cape Girardeau Police Department retired two of its police canines (K9s) during the current fiscal year. The department is replacing both of those K9's. These K9s are used in multiple patrol activities including narcotic detection, tracking, article searches, suspect apprehension, crowd control, and building searches.

In addition the department is adding one police canine that will solely be used as a "gun detection dog". This canine is trained and certified in the location and detection of firearms.

The total expenditure required for the (3) police canines (K9s) is \$45,000

The Cape Girardeau Police Department replaced (64) Body Cameras. The total expenditure for the cameras and related data storage and accessories is \$173,737.

The body cameras enhance the safety of officers and civilians and promote transparency. These cameras provide a needed upgrade and replacement of the existing equipment that was purchased in 2022 and has exceeded its useful life.

The Cape Girardeau Police Department is replacing existing patrol unit tablets used in patrol vehicles that were purchased in 2019. The tablets are being replaced by (64) laptops with current software and technology to support the need for our officers to access critical information quickly and efficiently, helping them to make better decisions and respond faster to situations. The cost of this capital expenditure is \$352,740.

FINANCIAL IMPACT

The funding for all of these items, totaling \$571,477 is from the General Fund Balance.

STAFF RECOMMENDATION

Staff recommends approval of this ordinance appropriating funds for the operating and capital expenditures for the current fiscal year ending June 30, 2025.

ATTACHMENTS:

| |
|--|
| |
|--|

| Name: | Description: |
|---|--------------|
| 📄 24-130_Appropriation_K9s_BWC_Mobile_Devices.doc | Ordinance |

BILL NO. 24-130

ORDINANCE NO. _____

AN ORDINANCE APPROPRIATING MONIES FROM THE GENERAL FUND FOR EXPENDITURES FOR THE POLICE DEPARTMENT FOR FISCAL YEAR ENDING JUNE 30, 2025

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

ARTICLE 1. The City Council of the City of Cape Girardeau, Missouri, hereby appropriates funds from the City's General Fund for Five Hundred Seventy-one Thousand, Four Hundred Seventy-seven Dollars (\$571,477.00) for expenditures to include acquiring police canines and replacing/updating technologies and services.

ARTICLE 2. This ordinance shall be in full force and effect ten days after its passage and approval.

PASSED AND APPROVED THIS _____ DAY OF _____, 2024.

Stacy Kinder, Mayor

ATTEST:

Traci Weissmueller, Deputy City Clerk



Staff: Casey Brunke, P.E., Public Works
Agenda: Director
12/2/2024

AGENDA REPORT
Cape Girardeau City Council

24-213

SUBJECT

A Resolution authorizing the City Manager to execute an Agreement with Proshot Concrete, Inc., for the Merriwether Storm Tunnel Rehabilitation. Reading and Passage

EXECUTIVE SUMMARY

The Merriwether Storm Tunnel is a brick archway tunnel beginning in the 200 block of Merriwether Street and ending at the Merriwether Pump Station parking lot. The improvements consist of cleaning/surface preparation of the 54 inch Merriwether Storm Tunnel, completing tunnel point repairs utilizing a microsilica (or approved equal) mortar, applying a 1 inch thickness of cementitious coating in a single application for approximately 465 feet of the tunnel, traffic control, bypass pumping, and all other related items to complete the project.

BACKGROUND/DISCUSSION

On November 13, 2024, three (3) bids were received on the Merriwether Storm Tunnel Rehabilitation project. The bids ranged in price from \$528,825.00 to \$218,530.00, with Proshot Concrete, Inc. submitting the low bid. One (1) other bid was found after the bids had been opened. Because the proposal was not clearly marked as a bid, it was deemed to be unresponsive.

FINANCIAL IMPACT

This project is being funded by ARPA monies (79%) and Parks and Recreation and Stormwater Phase 2 (PRS2) funds (21%).

STAFF RECOMMENDATION

Staff recommends Council pass and approve a Resolution authorizing the City Manager to enter into a contract with Proshot Concrete, Inc. for the Merriwether Storm Tunnel Rehabilitation project.

| ATTACHMENTS: | |
|---------------------|--------------|
| Name: | Description: |

| | |
|--|-----------------------|
| 24-131_Agreement_Proshot_Concrete_Merriwether_Storm_Tunnel_Rehab.doc | Resolution |
| Agreement_with_Proshot_Concrete_Inc.pdf | Contract with Proshot |
| Bid_Tabulation_xpdf | Bid Tabulation |

BILL NO. 24-131

RESOLUTION NO. _____

A RESOLUTION AUTHORIZING THE CITY MANAGER TO EXECUTE AN AGREEMENT WITH PROSHOT CONCRETE, INC., FOR THE MERRIWETHER STORM TUNNEL REHABILITATION

BE IT RESOLVED BY THE COUNCIL OF THE CITY OF CAPE GIRARDEAU, MISSOURI, AS FOLLOWS:

ARTICLE 1. The City Manager, for and on behalf of the City of Cape Girardeau, Missouri, is hereby authorized to execute an Agreement with Proshot Concrete, Inc., for the Merriwether Storm Tunnel Rehabilitation, in the City of Cape Girardeau, Missouri. The Agreement shall be in substantially the form attached hereto, which document is hereby approved by the City Council, and incorporated herein by reference, with such changes or amendments as shall be approved by the officers of the City executing the same. The officers, agents, and employees of the City are hereby authorized to execute all documents and take steps as they deem necessary and advisable to carry out and perform the purpose of this Resolution.

PASSED AND ADOPTED THIS _____ DAY OF _____, 2024.

Stacy Kinder, Mayor

ATTEST:

Traci Weissmueller, Deputy City Clerk



CITY *of* CAPE G I R A R D E A U

AGREEMENT BETWEEN OWNER AND CONTRACTOR FOR CONSTRUCTION CONTRACT (STIPULATED PRICE)

THIS AGREEMENT is by and between The City of Cape Girardeau ("Owner") and
Proshot Concrete, Inc. ("Contractor").

Owner and Contractor hereby agree as follows:

ARTICLE 1 – WORK

- 1.01 The Merriwether Storm Tunnel is a brick archway tunnel beginning in the 200 block of Merriwether Street and ending at the Merriwether Pump Station parking lot. The improvements consist of cleaning/surface preparation of the 54 inch Merriwether Storm Tunnel, completing tunnel point repairs utilizing a microsilica (or approved equal) mortar, applying a 2 inch thickness of cementitious coating in a single application for approximately 465 feet of the tunnel, traffic control, bypass pumping, and all other related items to complete the project.
- 1.02 The Project, of which the Work under the Contract Documents is a part, is generally described as follows: *Merriwether Storm Tunnel Rehab.*

ARTICLE 2 – ENGINEER

- 2.01 The Project has been designed by City Staff.
- 2.02 The City Engineer or the City Engineer's designee is to act as Owner's representative, assume all duties and responsibilities, and have the rights and authority assigned to Engineer in the Contract Documents in connection with the completion of the Work in accordance with the Contract Documents.

ARTICLE 3 – CONTRACT TIMES

- 3.01 *Time of the Essence*
 - A. All time limits for Milestones, if any, Substantial Completion, and completion and readiness for final payment as stated in the Contract Documents are of the essence of the Contract.
- 3.02 *Contract Times:*
- 3.03 The Work will be substantially completed within 60 days after the date when the Contract Times commence to run as provided in Paragraph 4.01 of the General Conditions, and completed

and ready for final payment in accordance with Paragraph 15.06 of the General Conditions within 90 days after the date when the Contract Times commence to run.

3.04 *Liquidated Damages*

- A. Contractor and Owner recognize that time is of the essence as stated in Paragraph 4.01 above and that Owner will suffer financial and other losses if the Work is not completed and Milestones not achieved within the times specified in Paragraph 4.02 above, plus any extensions thereof allowed in accordance with the Contract. The parties also recognize the delays, expense, and difficulties involved in proving in a legal or arbitration proceeding the actual loss suffered by Owner if the Work is not completed on time. Accordingly, instead of requiring any such proof, Owner and Contractor agree that as liquidated damages for delay (but not as a penalty):
1. Substantial Completion: Contractor shall pay Owner \$700 for each day that expires after the time (as duly adjusted pursuant to the Contract) specified in Paragraph 4.02.A above for Substantial Completion until the Work is substantially complete.
 2. Completion of Remaining Work: After Substantial Completion, if Contractor shall neglect, refuse, or fail to complete the remaining Work within the Contract Time (as duly adjusted pursuant to the Contract) for completion and readiness for final payment, Contractor shall pay Owner \$700 for each day that expires after such time until the Work is completed and ready for final payment.
 3. Liquidated damages for failing to timely attain Substantial Completion and final completion are not additive and will not be imposed concurrently.

ARTICLE 4 – CONTRACT PRICE

4.01 Owner shall pay Contractor for completion of the Work in accordance with the Contract Documents the amounts that follow, subject to adjustment under the Contract:

- A. For all Work, at the prices stated in Contractor's Bid, attached hereto as an exhibit.

ARTICLE 5 – PAYMENT PROCEDURES

5.01 *Submittal and Processing of Payments*

- A. Contractor shall submit Applications for Payment in accordance with Article 15 of the General Conditions. Applications for Payment will be processed by Engineer as provided in the General Conditions.

5.02 *Progress Payments; Retainage*

- A. Owner shall make progress payments on account of the Contract Price on the basis of Contractor's Applications for Payment on or about the 10th day of each month during performance of the Work as provided in Paragraph 6.02.A.1 below, provided that such Applications for Payment have been submitted in a timely manner and otherwise meet the requirements of the Contract. All such payments will be measured by the Schedule of Values established as provided in the General Conditions (and in the case of Unit Price Work based on the number of units completed) or, in the event there is no Schedule of Values, as provided elsewhere in the Contract.
1. Prior to Substantial Completion, progress payments will be made in an amount equal to the percentage indicated below but, in each case, less the aggregate of payments

previously made and less such amounts as Owner may withhold, including but not limited to liquidated damages, in accordance with the Contract

- a. 95 percent of Work completed (with the balance being retainage). If the Work has been 50 percent completed as determined by Engineer, and if the character and progress of the Work have been satisfactory to Owner and Engineer, then as long as the character and progress of the Work remain satisfactory to Owner and Engineer, there will be no additional retainage; and
 - b. 95 percent of cost of materials and equipment not incorporated in the Work (with the balance being retainage).
- B. Upon Substantial Completion, Owner shall pay an amount sufficient to increase total payments to Contractor to 98 percent of the Work completed, less such amounts set off by Owner pursuant to Paragraph 15.01.E of the General Conditions.

5.03 *Final Payment*

- A. Upon final completion and acceptance of the Work in accordance with Paragraph 15.06 of the General Conditions, Owner shall pay the remainder of the Contract Price as recommended by Engineer as provided in said Paragraph 15.06.

ARTICLE 6 – INTEREST

- 6.01 All amounts not paid when due shall bear interest at the maximum rate allowed by Missouri's Public Prompt Payment Act.

ARTICLE 7 – CONTRACTOR'S REPRESENTATIONS

- 7.01 In order to induce Owner to enter into this Contract, Contractor makes the following representations:
- A. Contractor has examined and carefully studied the Contract Documents, and any data and reference items identified in the Contract Documents.
 - B. Contractor has visited the Site, conducted a thorough, alert visual examination of the Site and adjacent areas, and become familiar with and is satisfied as to the general, local, and Site conditions that may affect cost, progress, and performance of the Work.
 - C. Contractor is familiar with and is satisfied as to all Laws and Regulations that may affect cost, progress, and performance of the Work.
 - D. If applicable, Contractor has carefully studied all: (1) reports of explorations and tests of subsurface conditions at or adjacent to the Site and all drawings of physical conditions relating to existing surface or subsurface structures at the Site that have been identified in the Supplementary Conditions, especially with respect to Technical Data in such reports and drawings, and (2) reports and drawings relating to Hazardous Environmental Conditions, if any, at or adjacent to the Site that have been identified in the Supplementary Conditions, especially with respect to Technical Data in such reports and drawings.
 - E. Contractor has considered the information known to Contractor itself; information commonly known to contractors doing business in the locality of the Site; information and observations obtained from visits to the Site; the Contract Documents; and if applicable, the Site-related reports and drawings identified in the Contract Documents, with respect to the effect of such information, observations, and documents on (1) the cost, progress, and performance of the Work; (2) the means, methods, techniques, sequences, and procedures

of construction to be employed by Contractor; and (3) Contractor's safety precautions and programs.

- F. Based on the information and observations referred to in the preceding paragraph, Contractor agrees that no further examinations, investigations, explorations, tests, studies, or data are necessary for the performance of the Work at the Contract Price, within the Contract Times, and in accordance with the other terms and conditions of the Contract.
- G. Contractor is aware of the general nature of work to be performed by Owner and others at the Site that relates to the Work as indicated in the Contract Documents.
- H. Contractor has given Engineer written notice of all conflicts, errors, ambiguities, or discrepancies that Contractor has discovered in the Contract Documents, and the written resolution thereof by Engineer is acceptable to Contractor.
- I. The Contract Documents are generally sufficient to indicate and convey understanding of all terms and conditions for performance and furnishing of the Work.
- J. Contractor's entry into this Contract constitutes an incontrovertible representation by Contractor that without exception all prices in the Agreement are premised upon performing and furnishing the Work required by the Contract Documents.

ARTICLE 8 – CONTRACT DOCUMENTS

8.01 Contents

- A. The Contract Documents consist of the following:
 - 1. This Agreement (pages 1 to 7, inclusive).
 - 2. Performance bond (pages 8 to 9, inclusive).
 - 3. Payment bond (pages 10 to 11, inclusive).
 - 4. General Conditions and Supplementary Conditions (pages 12 to 66, inclusive).
 - 5. Specifications as listed in the table of contents of the Project Manual.
 - 6. Drawings (not attached but incorporated by reference) consisting of ___ sheets with each sheet bearing the following general title: _____.
 - 7. Addenda (numbers 1 to 3, inclusive).
 - 8. Exhibits to this Agreement (Exhibit A):
 - a. Contractor's Bid (pages 67 to 68, inclusive).
 - 9. The following which may be delivered or issued on or after the Effective Date of the Contract and are not attached hereto:
 - a. Notice to Proceed.
 - b. Work Change Directives.
 - c. Change Orders.
 - d. Field Orders.
 - e. Affidavit of Compliance with Prevailing Wage
 - f. Contractor's Warranty
 - g. Contractor's Affidavit Regarding Settlement of Claims

- B. The documents listed in Paragraph 9.01.A are attached to this Agreement (except as expressly noted otherwise above).
- C. There are no Contract Documents other than those listed above in this Article 9.
- D. The Contract Documents may only be amended, modified, or supplemented as provided in the General Conditions.

ARTICLE 9 – MISCELLANEOUS

9.01 Terms

- A. Terms used in this Agreement will have the meanings stated in the General Conditions and the Supplementary Conditions.

9.02 Assignment of Contract

- A. Unless expressly agreed to elsewhere in the Contract, no assignment by a party hereto of any rights under or interests in the Contract will be binding on another party hereto without the written consent of the party sought to be bound; and, specifically but without limitation, money that may become due and money that is due may not be assigned without such consent (except to the extent that the effect of this restriction may be limited by law), and unless specifically stated to the contrary in any written consent to an assignment, no assignment will release or discharge the assignor from any duty or responsibility under the Contract Documents.

9.03 Successors and Assigns

- A. Owner and Contractor each binds itself, its successors, assigns, and legal representatives to the other party hereto, its successors, assigns, and legal representatives in respect to all covenants, agreements, and obligations contained in the Contract Documents.

9.04 Severability

- A. Any provision or part of the Contract Documents held to be void or unenforceable under any Law or Regulation shall be deemed stricken, and all remaining provisions shall continue to be valid and binding upon Owner and Contractor, who agree that the Contract Documents shall be reformed to replace such stricken provision or part thereof with a valid and enforceable provision that comes as close as possible to expressing the intention of the stricken provision.

9.05 Contractor's Certifications

- A. Contractor certifies that it has not engaged in corrupt, fraudulent, collusive, or coercive practices in competing for or in executing the Contract. Bidder must submit a completed Certification Regarding Debarment, Suspension and other Responsibility Matters as attachment to the Bid. For the purposes of this Paragraph 10.05:
 - 1. "corrupt practice" means the offering, giving, receiving, or soliciting of any thing of value likely to influence the action of a public official in the bidding process or in the Contract execution;
 - 2. "fraudulent practice" means an intentional misrepresentation of facts made (a) to influence the bidding process or the execution of the Contract to the detriment of Owner, (b) to establish Bid or Contract prices at artificial non-competitive levels, or (c) to deprive Owner of the benefits of free and open competition;

3. "collusive practice" means a scheme or arrangement between two or more Bidders, with or without the knowledge of Owner, a purpose of which is to establish Bid prices at artificial, non-competitive levels; and
4. "coercive practice" means harming or threatening to harm, directly or indirectly, persons or their property to influence their participation in the bidding process or affect the execution of the Contract.

9.06 *Other Provisions*

- A. Owner stipulates that if the General Conditions that are made a part of this Contract are based on EJCDC® C-700, Standard General Conditions for the Construction Contract, published by the Engineers Joint Contract Documents Committee®, and if Owner is the party that has furnished said General Conditions, then Owner has plainly shown all modifications to the standard wording of such published document to the Contractor, through a process such as highlighting or "track changes" (redline/strikeout), or in the Supplementary Conditions.

IN WITNESS WHEREOF, Owner and Contractor have signed this Agreement.

This Agreement will be effective on _____ (which is the Effective Date of the Contract).

OWNER: City of Cape Girardeau

CONTRACTOR: Proshot Concrete, Inc.

By: Dr. Kenneth Haskin

By: _____

Title: City Manager

Title: _____

(If Contractor is a corporation, a partnership, or a joint venture, attach evidence of authority to sign.)

Attest: _____

Attest: _____

Title: _____

Title: _____

Address for giving notices:

Address for giving notices:

Community Development Department, City Hall

Proshot Concrete, Inc.

44 N. Lorimier Street

4158 Musgrove Drive

Cape Girardeau, MO 63703

Florence, AL 35630

License No.: _____

(where applicable)

CITY *of* CAPE GIRARDEAU

BID FORM

PROJECT IDENTIFICATION:

The Merriwether Storm Tunnel is a brick archway tunnel beginning in the 200 block of Merriwether Street and ending at the Merriwether Pump Station parking lot. The improvements consist of cleaning/surface preparation of the 54 inch Merriwether Storm Tunnel, completing tunnel point repairs utilizing a microsilica (or approved equal) mortar, applying a 2 inch thickness of cementitious coating in a single application for approximately 465 feet of the tunnel, traffic control, bypass pumping, and all other related items to complete the project.

CONTRACT IDENTIFICATION:

Project Name: Merriwether Storm Tunnel Rehab

City Project Number: 2132

Issue Date: October 2024

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ARTICLE 1 – BID RECIPIENT

- 1.01 This Bid is submitted to: City of Cape Girardeau – City Hall
44 N. Lorimier Street
Cape Girardeau, Missouri 63701
- 1.02 The undersigned Bidder proposes and agrees, if this Bid is accepted, to enter into an Agreement with Owner in the form included in the Bidding Documents to perform all Work as specified or indicated in the Bidding Documents for the prices and within the times indicated in this Bid and in accordance with the other terms and conditions of the Bidding Documents.

ARTICLE 2 – BIDDER’S ACKNOWLEDGEMENTS

- 2.01 Bidder accepts all of the terms and conditions of the Instructions to Bidders, including without limitation those dealing with the disposition of Bid security. This Bid will remain subject to acceptance for 60 days after the Bid opening, or for such longer period of time that Bidder may agree to in writing upon request of Owner.

ARTICLE 3 – BIDDER’S REPRESENTATIONS

- 3.01 In submitting this Bid, Bidder represents that:
 - A. Bidder has examined and carefully studied the Bidding Documents, and any data and reference items identified in the Bidding Documents, and hereby acknowledges receipt of the following Addenda:

| <u>Addendum No.</u> | <u>Addendum, Date</u> |
|---------------------|-----------------------|
| 1 | 10-30-2024 |
| 2 | 11-5-2024 |
| 3 | 11-8-2024 |

- B. Bidder has visited the Site, conducted a thorough, alert visual examination of the Site and adjacent areas, and become familiar with and satisfied itself as to the general, local, and Site conditions that may affect cost, progress, and performance of the Work.
- C. Bidder is familiar with and has satisfied itself as to all Laws and Regulations that may affect cost, progress, and performance of the Work.
- D. Bidder has carefully studied all, if any: (1) reports of explorations and tests of subsurface conditions at or adjacent to the Site and all drawings of physical conditions relating to existing surface or subsurface structures at the Site that have been identified in the Supplementary Conditions, especially with respect to Technical Data in such reports and drawings, and (2) reports and drawings relating to Hazardous Environmental Conditions, if any, at or adjacent to the Site that have been identified in the Supplementary Conditions, especially with respect to Technical Data in such reports and drawings.
- E. Bidder has considered the information known to Bidder itself; information commonly known to contractors doing business in the locality of the Site; information and observations obtained from visits to the Site; the Bidding Documents; and any Site-related reports and drawings identified in the Bidding Documents, with respect to the effect of such information, observations, and documents on (1) the cost, progress, and performance

- of the Work; (2) the means, methods, techniques, sequences, and procedures of construction to be employed by Bidder; and (3) Bidder's safety precautions and programs.
- F. Bidder agrees, based on the information and observations referred to in the preceding paragraph, that no further examinations, investigations, explorations, tests, studies, or data are necessary for the determination of this Bid for performance of the Work at the price bid and within the times required, and in accordance with the other terms and conditions of the Bidding Documents.
 - G. Bidder is aware of the general nature of work to be performed by Owner and others at the Site that relates to the Work as indicated in the Bidding Documents.
 - H. Bidder has given Owner written notice of all conflicts, errors, ambiguities, or discrepancies that Bidder has discovered in the Bidding Documents, and confirms that the written resolution thereof by Owner is acceptable to Bidder.
 - I. The Bidding Documents are generally sufficient to indicate and convey understanding of all terms and conditions for the performance and furnishing of the Work.
 - J. The submission of this Bid constitutes an incontrovertible representation by Bidder that Bidder has complied with every requirement of this Article, and that without exception the Bid and all prices in the Bid are premised upon performing and furnishing the Work required by the Bidding Documents.

ARTICLE 4 – BIDDER'S CERTIFICATION

4.01 Bidder certifies that:

- A. This Bid is genuine and not made in the interest of or on behalf of any undisclosed individual or entity and is not submitted in conformity with any collusive agreement or rules of any group, association, organization, or corporation;
- B. Bidder has not directly or indirectly induced or solicited any other Bidder to submit a false or sham Bid;
- C. Bidder has not solicited or induced any individual or entity to refrain from bidding; and
- D. Bidder has not engaged in corrupt, fraudulent, collusive, or coercive practices in competing for the Contract. For the purposes of this Paragraph 4.01.D:
 - 1. "corrupt practice" means the offering, giving, receiving, or soliciting of any thing of value likely to influence the action of a public official in the bidding process;
 - 2. "fraudulent practice" means an intentional misrepresentation of facts made (a) to influence the bidding process to the detriment of Owner, (b) to establish bid prices at artificial non-competitive levels, or (c) to deprive Owner of the benefits of free and open competition;
 - 3. "collusive practice" means a scheme or arrangement between two or more Bidders, with or without the knowledge of Owner, a purpose of which is to establish bid prices at artificial, non-competitive levels; and
 - 4. "coercive practice" means harming or threatening to harm, directly or indirectly, persons or their property to influence their participation in the bidding process or affect the execution of the Contract.

ARTICLE 5 – BASIS OF BID

5.01 Bidder will complete the Work in accordance with the Contract Documents for the price(s) documented on the below Bid Form.

| <u>UNIT PRICE BID</u> | | | | | |
|--------------------------------------|---|------|--------------|--------------|-------------------|
| No. | Item | Unit | Est. Qty. | Unit Price | Total Est. Price |
| 1 | Mobilization/Demobilization | LS | 1 | \$ 20,000.00 | \$ 20,000.00 |
| 2 | Traffic Control | LS | 1 | \$ 5,000.00 | \$ 5,000.00 |
| 3 | Temporary Bypass Pumping | AL | 1 | \$ 7,500.00 | \$ 7,500.00 |
| 4 | Cleaning/Surface Preparation of Tunnel | LS | 1 | \$ 12,000.00 | \$ 12,000.00 |
| 5 | Tunnel Point Repair | EA | 15 | \$ 1,000.00 | \$ 15,000.00 |
| 6 | 2" Thick Cementitious Liner | LF | 465 | \$ 342.00 | \$ 159,030.00 |
| | | | | 218,530.00 | |
| TOTAL BID FOR ALL UNIT PRICES | | | | \$ | <u>218,530.00</u> |

Two hundred eighteen thousand five hundred thirty dollars and zero cents

218,530.00

(Written figure)

(Total bid amount is to be shown in both words and figures. In case of discrepancy, the amount shown in words will govern. In case of error in extension, the unit and lump sum prices under each Pay Item will be considered correct, and these sums when properly extended, shall constitute the Bid.)

Bidder acknowledges that (1) each Bid Unit Price includes an amount considered by Bidder to be adequate to cover Contractor's overhead and profit for each separately identified item, and (2) estimated quantities are not guaranteed, and are solely for the purpose of comparison of Bids, and final payment for all unit price Bid items will be based on actual quantities, determined as provided in the Contract Documents.

ARTICLE 6 – TIME OF COMPLETION

- 6.01 Bidder agrees that the Work will be substantially complete and will be completed and ready for final payment in accordance with Paragraph 15.06 of the General Conditions on or before the dates or within the number of calendar days indicated in the Agreement.
- 6.02 Bidder accepts the provisions of the Agreement as to liquidated damages.

ARTICLE 7 – ATTACHMENTS TO THIS BID

- 7.01 The following documents are submitted with and made a condition of this Bid:
 - A. Required Bid security;
 - B. Evidence of authority to do business in the state of the Project; or a written covenant to obtain such license within the time for acceptance of Bids;
 - C. If applicable, Contractor's License No.: 42024 [or] Evidence of Bidder's ability to obtain a State Contractor's License and a covenant by Bidder to obtain said license within the time for acceptance of Bids;
 - D. Required Bidder Qualification Statement with supporting data;
 - E. Affidavit of Work Authorization;
 - F. Affidavit of OSHA Training;
 - G. Anti-Discrimination Against Israel Act Certification; and
 - H. Certification Regarding Debarment, Suspension and Other Responsibility Matters.

ARTICLE 8 – DEFINED TERMS

- 8.01 The terms used in this Bid with initial capital letters have the meanings stated in the Instructions to Bidders, the General Conditions, and the Supplementary Conditions.

ARTICLE 9 – BID SUBMITTAL

BIDDER: *[Indicate correct name of bidding entity]*

Proshot Concrete, Inc

By:

[Signature]

Anthony M. Dougle

[Printed name]

Anthony McDougle, President

(If Bidder is a corporation, a limited liability company, a partnership, or a joint venture, attach evidence of authority to sign.)

Attest:

[Signature]

Donnie Barnes

[Printed name]

Donnie Barnes

Title:

Assistant Corporate Secretary

Submittal Date: 11-11-24

Address for giving notices:

Proshot Concrete, Inc

4158 Musgrove Drive

Florence, AL 35630

Telephone Number: 256-764-5941

Fax Number: 256-764-5946

Contact Name and e-mail address: Anthony McDougle, President

cdill@proshotconcrete.com

Bidder's License No.: 42042

(where applicable)

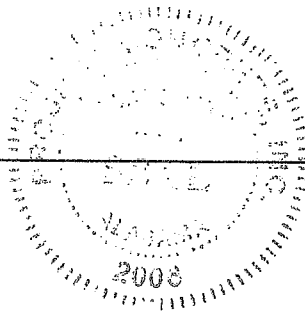


**PROSHOT
CONCRETE INC**

SHOTCRETE CONTRACTORS & ENGINEERS

Proshot Concrete Inc agrees to obtain any licenses (city, county, state) required for the Merriwether Storm Tunnel Rehab.

Anthony McDougle
President



Date 11-11-24

Addendum One

1.1 PROJECT INFORMATION

- A. Project Name: Merriwether Storm Tunnel Rehab Project
- B. Owner: City of Cape Girardeau, MO
- C. Owner Project Number: 2132
- D. Engineer: N/A
- E. Date of Addendum: October 30, 2024

1.2 NOTICE TO BIDDERS

- A. This Addendum is issued to all registered plan holders pursuant to the Instructions to Bidders and Conditions of the Contract. This Addendum serves to clarify, revise, and supersede information in the Project Manual, Drawings, and any previously issued Addenda. Portions of the Addendum affecting the Contract Documents will be incorporated into the Contract by enumeration of the Addendum in the Owner/Contractor Agreement.
- B. **The Bidder shall acknowledge receipt of this Addendum in the appropriate space on Page 1 of the Bid Form.**
- C. The date for receipt of bids is unchanged by this Addendum; bids are due at the same time and location as given in the Notice to Bid.

1.3 GENERAL

- A. This Addendum provides clarifications as a result of the mandatory pre-bid meeting on October 29, 2024 and questions received.

1.4 ATTACHMENTS

- A. GIS Map: Merriwether Tunnel Rehab Map
- B. Standard Specifications, Section 104.3
- C. Sample Bid Bond (EJCDC)
- D. Pre-Bid Sign-In Sheet

1.5 REVISIONS TO PREVIOUS ADDENDA

- A. None.

1.6 REVISIONS TO PROJECT MANUAL

A. Notice to Bid – Scope of Work:

1. The Merriwether Storm Tunnel is a brick archway tunnel beginning in the 200 block of Merriwether Street and ending at the Merriwether Pump Station parking lot. The improvements consist of cleaning/surface preparation of the 54 inch Merriwether Storm Tunnel, completing tunnel point repairs utilizing a microsilica (or approved equal) mortar, applying a ~~2-inch~~ 1-inch thickness of cementitious coating in a single application for approximately 465 feet of the tunnel, traffic control, bypass pumping, and all other related items to complete the project.

1.7 REVISIONS TO DRAWING SHEETS

A. N/A

1.8 COMMENTS AND CLARIFICATIONS

- A. Please remember to acknowledge this Addendum on Page 1 of the Bid Form and upload the Bid Form into the eProcurement system.
- B. A Missouri Tax Exempt Certificate will be provided to the successful bidder.
- C. State prevailing wage rates apply. The wages shall be as indicated on Missouri State Wage Order No. 31. There are no Federal wage rate requirements for this project.
- D. Liability insurance limits for worker's compensation, employers liability, owners protective liability, commercial liability and comprehensive automobile liability shall not be less than those amounts shown on pages GC-22 & GC-23 of the General Conditions (\$3,370,137 per occurrence and \$505,520 each person). Please don't forget to also include under the coverage the City of Cape Girardeau as the Additional Insured as stated on page GC-22 (Owner and Engineer).
- E. Please note the forms to submit with your bid (certification regarding debarment and suspension, certification regarding non-segregated facilities, affidavit of work authorization, domestic products procurement act certification, certification regarding lobbying, affidavit of OSHA training, and anti-discrimination against Israel act certification,). If these items are not submitted or submitted incorrectly, your bid will be non-responsive. A bid bond or certified or cashier's check in the amount of 5% of the bid is also required to be submitted with your bid. Please also submit your Registration Report from the Missouri Secretary of State and Bidder Qualification Statement with supporting data.

- F. Substantial completion shall be on or within 60 days from the Notice to Proceed. All work shall be completed and ready for final payment in accordance with Paragraph 15.06 of the General Conditions on or within 90 days from the Notice to Proceed.
- G. Liquidated damages will be charged in the amount of \$700.00 for each day work continues beyond substantial and/or final completion (Agreement Page 2). Any request for time extension would be subject to the approval of the project manager.
- H. A Notice to Proceed can be given at any time after the contractor has satisfied the insurance and bonding requirements and execution of the contract agreement has occurred.

1.9 QUESTIONS AND ANSWERS

- A. Question: The scope description states that we must apply a 2" thickness of cementitious coating in a single application. Is the intent for us to apply the 2" in 1 single pass or can we apply the 2" in multiple passes as per the manufacturers best practices for whatever product we intend to use?

Answer: Yes, the City's intent is for the application to be made in 1 single continuous pass.

- B. Question: Is there a specification that can be given for the cementitious coating or will any cementitious coating be allowed for this project?

Answer: Proposed coatings shall meet or exceed the following requirements:
Compressive Strength (ASTM C39): 5,500 psi minimum @ 28 days
Bond Strength (ASTM C882): 2,000 psi minimum @ 28 days

- C. Question: Please provide drawings showing layout plan, profile and access manhole locations with size for brick storm tunnel.

Answer: No drawings will be provided. Please see attached map.
Edit: The downstream end of the tunnel measures 58.5" wide and 76" tall.

- D. Question: Please provide layout showing water bypass locations to the nearby storm line.

Answer: Please see attached map.

- E. Question: Bid Item 4: Cleaning/Surface Preparation of the Tunnel - Could you please confirm the cleaning process and the materials required to achieve an acceptable surface for the 2" concrete coating?

Answer: Determined by the manufacturer's recommendations per the contractors proposed product.

- F. Question: Bid item 5: Tunnel Point Repair - Please clarify 15 EA locations. How many SF of pointing to be consider per location for bidding purpose.

Answer: Locations can be inspected in conjunction with the mandatory Pre-Bid meeting.

- G. Question: Bid Item 6: 2" Thick Cementitious Liner - Could you please provide information for the material, application process, and finish required for a single application of the 2" cementitious coating?

Answer: Determined by the manufacturer's recommendations per the contractors proposed product.

- H. Question: Does this project allow for permeant lane closure for the work duration?

Answer: Yes, with proper traffic control and detour signage.

- I. Question: Please provide traffic protection drawings to be installed at each access locations for all general contractors to price similar scope.

Answer: Traffic Control plan should be submitted for review and approval prior to the beginning of work.

- J. Question: Please provide any inspection/ site visit photographs.

Answer: Inspection can be made and photographs can be taken during site visit. Edit: Photos/Videos taken during site visit can be found [here](#).

- K. Question: Please provide any engineer's estimate established for this project.

Answer: Engineer's estimates are not provided prior to bid opening.

- L. Question: Please confirm if there are any work hours/Holiday restriction.

Answer: Work hours per City's Standard Specifications (Section 104.3, see attached).

M. Question: Should it be assumed that the tunnel will have active flows during any snow/rain event?

Answer: Yes

N. Question: Please provide any historic flow data and flood data for this storm tunnel for winter months.

Answer: No available data

O. Question: Please identify adjacent access locations upstream and downstream of the work locations that can be utilized for other purposes such as bulkheading, bypass, ventilation, equipment staging, and emergency egress?

Answer: Please see attached map.

P. Question: Please confirm if contractor can discharge initial cleaning waste water to the downstream side of the work location.

Answer: Yes, provided the initial cleaning water is potable with no solvents, cleaning agents, etc. (Drains to River)

Q. Question: Please confirm if the third party rescue team to be provided by the contractor during confined space entry.

Answer: The City's Fire Department will require notification regarding confined space entry to serve as rescue team.

R. Question: Regarding the point repair, can you please clarify the sizing of each? Based on the Line Item it is unknown.

Answer: The point repairs vary greatly in size. Please see photos/videos from site inspection for reference. (Not all point repairs are included).

S. Question: Regarding the 2" thick lining using a cementitious material enhanced with micro-silica, will you be wanting poly fibers to also be incorporated? That is what we would suggest. And the cementitious lining would be applied using the wet shotcrete process, which utilizes a local Ready Mix supplier.

Answer: Determined by the manufacturer's recommendations per the contractors proposed product.

T. Question: What type of 'finish' is required? We would suggest a 'brush or broom' finish in the invert and a 'gunned' finish for the sides and crown.

Answer: The required finish will be troweled for a uniform thickness and then brushed.

U. Question: Instruction to bidders - Article 8: Could not find bid bond form in the bidding documents

Answer: The City will accept your bonding company's bid bond form. If you need a bid bond form, we can supply you one.

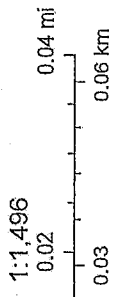
V. Question: Agreement - Article 3, paragraph 3.03 substantial completion of 60 days. Can this be extended to 180 days? As we are nearing winter weather conditions until this is awarded there is concerns to temperatures for spraying product at minimum of 45 F due to being an open air storm sewer.

Answer: The City will work with the successful bidder to issue the notice to proceed. The notice to proceed can be issued any time after the required contract paperwork is completed.

Merriwether Tunnel Rehab



10/28/2024



© OpenStreetMap (and) contributors, CC-BY-SA

- 104.2 Instructions.** All instructions to the Contractor relating to the work shall be given through the Engineer and the Contractor shall obey all instructions so given concerning the method of procedure throughout the work.
- 104.3 Night, Saturday and Sunday, and Holiday Work.** Non-emergency excavations on arterial and collector streets may not be performed during the hours of 7:00 AM to 8:30 AM and 4:00 PM to 6:00 PM, in order to minimize disruption of traffic flow, unless otherwise approved by the Engineer. Work on Rights-of-Way shall be performed at such times that will allow the least interference with the normal flow of traffic and the peace and quiet of the surrounding area, and shall not work between the hours of 11:00 PM and 6:00 AM. Saturday work will require the Engineer's written consent. No Sunday or Holiday work will be permitted, except in case of great emergency, and then only with written consent of the Engineer.
- 104.4 Permits and Licenses.** The City will secure and pay associated fees for environmental permits from State and Federal agencies for City initiated projects, unless otherwise specified on the Plans. The Contractor shall procure all other necessary permits and licenses and give all necessary notices for the lawful prosecution of the work. The Contractor shall pay all charges and fees covering these permits and for all permits for non-City initiated projects.
- 104.5 Laws, Ordinances, Regulations.** The Contractor shall at all times observe and conform to all Federal and State laws, local laws, ordinances, orders, decrees, and regulations existing at the time of or enacted subsequent to the execution of the contract which in any manner affect the prosecution of the work. The Contractor and his surety shall indemnify and hold harmless the City and all of its Officers, Engineers, Representatives, Agents, and Employees against any claim or liability arising from or based on the violation of any such law, ordinance, regulation, order, or decree whether by himself, his employees, or his subcontractors.
- 104.6 Lines and Grades.** The Contractor shall be responsible for the proper layout and construction staking of the proposed improvements. Layout and staking shall be performed by a licensed Missouri Professional Land Surveyor. Property irons or accurately located and labeled laths shall be provided at key lot corners, particularly at intersections and curves. Improvements shall not be located solely from street centerline markers. The street must be cut or filled to final subgrade prior to installation of any water main extension and/or sewer main installation or otherwise approved by the Engineer. Failure to provide the above requirements will result in suspension of the work. If property pins or benchmarks are disturbed, they shall be restored to their original location.
- 104.7 Foreman.** At all times when the work is in progress, the Contractor shall maintain a competent foreman or head-workman on the ground with a copy of the Plans. Instructions given to said foreman or head-workman shall be considered as having been given to the Contractor.
- 104.8 Materials, Labor, Tools, Etc.** The Contractor shall furnish, at his own cost and expense, all transportation, tools, labor, materials, and all else requisite to execute and complete the work in the best possible and most expeditious manner according to the Plans.

He shall employ only competent, skilled workers, and shall discharge immediately, whenever required to do so by the Engineer, any worker considered by the Engineer as incompetent or disorderly, or who shall refuse to obey the instructions as given to the Contractor or his foreman, and shall not again employ such person on the work.

BID BOND

BIDDER *(Name and Address):*

SURETY *(Name and Address of Principal Place of Business):*

OWNER *(Name and Address):*

BID

BID DUE DATE:

PROJECT *(Brief Description Including Location):*

BOND

BOND NUMBER:

DATE: *(Not later than Bid Due Date):*

PENAL SUM:

IN WITNESS WHEREOF, Surety and Bidder, intending to be legally bound hereby, subject to the terms printed on the reverse side hereof, do each cause this Bid Bond to be duly executed on its behalf by its authorized officer, agent, or representative.

BIDDER

SURETY

Bidder's Name and Corporate Seal (Seal) _____ (Seal)
Surety's Name and Corporate Seal

By: _____ By: _____
Signature and Title Signature and Title (Attach Power of Attorney)

Attest: _____ Attest: _____
Signature and Title Signature and Title

NOTE: (1) Above addresses are to be used for giving required notice.
(2) Any singular reference to Bidder, Surety, Owner or other party shall be considered plural where applicable.

EJCDC NO. 1910-28-C (1990 Edition)

1. Bidder and Surety, jointly and severally, bind themselves, their heirs, executors, administrators successors and assigns to pay to Owner upon default of Bidder the penal sum set forth on the face of this Bond.

2. Default of Bidder shall occur upon the failure of Bidder to deliver within the time required by the Bidding Documents the executed Agreement required by the Bidding Documents and any performance and payment bonds required by the Bidding Documents and Contract Documents.

3. This obligation shall be null and void if:
3.1 Owner accepts Bidder's bid and Bidder delivers within the time required by the Bidding Documents (or any extension thereof agreed to in writing by Owner) the executed Agreement required by the Bidding Documents and any performance and payment bonds required by the Bidding Documents and Contract Documents, or

3.2 All bids are rejected by Owner, or

3.3 Owner fails to issue a notice of award to Bidder within the time specified in the Bidding Documents (or any extension thereof agreed to in writing by Bidder and, if applicable, consented to by Surety when required by paragraph 5 hereof)

4. Payment under this Bond will be due and payable upon default of Bidder and within 30 calendar days after receipt by Bidder and Surety of written notice of default from Owner, which notice will be given with reasonable promptness, identifying this Bond and the Project and including a statement of the amount due.

5. Surety waives notice of and any and all defenses based on or arising out of any time extension to issue notice of award agreed to in writing by Owner and Bidder, provided that the time for issuing notice of award including extensions shall not in the aggregate exceed 120 days from Bid Due Date without Surety's written consent.

6. No suit or action shall be commenced under this Bond prior to 30 calendar days after the notice of default required in paragraph 4 above is received by Bidder and Surety, and in no case later than one year after Bid Due Date

7. Any suit or action under this Bond shall be commenced only in a court of competent jurisdiction located in the state in which the Project is located.

8. Notice required hereunder shall be in writing and sent to Bidder and Surety at their respective addresses shown on the face of this Bond. Such notices may be sent by personal delivery, commercial courier or by United States Registered or Certified Mail, return receipt requested, postage prepaid, and shall be deemed to be effective upon receipt by the party concerned.

9. Surety shall cause to be attached to this Bond a current and effective Power of Attorney evidencing the authority of the officer, agent or representative who executed this Bond on behalf of Surety to execute, seal and deliver such Bond and bind the Surety thereby.

10. This Bond is intended to conform to all applicable statutory requirements. Any applicable requirement of any applicable statute that has been omitted from this Bond shall be deemed to be included herein as if set forth at length. If any provision of the Bond conflicts with any applicable provision of any applicable statute,

then the provision of said statute shall govern and the remainder of this Bond that is not in conflict therewith shall continue in full force and effect.

11. The term "bid" as used herein includes a bid, offer or proposal as applicable.

ATTENDEES SIGN-IN SHEET

Pre-Bid Conference
MERRIWETHER
STORM TUNNEL REHABILITATION
October 29, 2024 10:00AM

| | <u>Name</u> | <u>Organization</u> | <u>Phone #</u> | <u>E-mail Address</u> |
|-----|------------------|---------------------------------|----------------|-------------------------------|
| 1. | Matt Frye | Structural Preservation Systems | 443-250-1685 | m.frye@structural.net |
| 2. | Bhank Gos | Structural Pres-Systems | 201-286-9853 | bgos@structuraltec.com |
| 3. | Chris Vogt | SAK | 636-248-8884 | cvogt@sakcon.com |
| 4. | Jonathan Younger | Visu-Sewer | 314-399-0636 | jyounger@visu-sewer.com |
| 5. | KEITH ENGLAND | PROSHOT CONCRETE | 252-764-5941 | K.ENGLAND@PROSHOTCONCRETE.COM |
| 6. | Luke Malachy | City of Cape | 573-339-6609 | lmalachy@cityofcape.org |
| 7. | CHRIS WALTER | CITY OF CAPE | 573-339-6785 | cwalter@cityofcape.org |
| 8. | BREX DAVIS | " | 339-6750 | bdavis@cityofcape.org |
| 9. | | | | |
| 10. | | | | |

Addendum Two

1.1 PROJECT INFORMATION

- A. Project Name: Merriwether Storm Tunnel Rehab Project
- B. Owner: City of Cape Girardeau, MO
- C. Owner Project Number: 2132
- D. Engineer: N/A
- E. Date of Addendum: November 5, 2024

1.2 NOTICE TO BIDDERS

- A. This Addendum is issued to all registered plan holders pursuant to the Instructions to Bidders and Conditions of the Contract. This Addendum serves to clarify, revise, and supersede information in the Project Manual, Drawings, and any previously issued Addenda. Portions of the Addendum affecting the Contract Documents will be incorporated into the Contract by enumeration of the Addendum in the Owner/Contractor Agreement.
- B. **The Bidder shall acknowledge receipt of this Addendum in the appropriate space on Page 1 of the Bid Form.**
- C. The date for receipt of bids is unchanged by this Addendum; bids are due at the same time and location as given in the Notice to Bid.

1.3 GENERAL

- A. This Addendum provides clarifications as a result of questions received by November 4, 2024.

1.4 ATTACHMENTS

- A. None

1.5 REVISIONS TO PREVIOUS ADDENDA

- A. Addendum One, Section 1.8 (A)
 - 1. Delete "and upload the Bid Form into the eProcurement system."

1.6 REVISIONS TO PROJECT MANUAL

A. None

1.7 REVISIONS TO DRAWING SHEETS

A. N/A

1.8 COMMENTS AND CLARIFICATIONS

A. Please remember to acknowledge this Addendum on Page 1 of the Bid Form.

B. Please note the forms to submit with your bid (certification regarding debarment and suspension, certification regarding non-segregated facilities, affidavit of work authorization, domestic products procurement act certification, certification regarding lobbying, affidavit of OSHA training, and anti-discrimination against Israel act certification,). If these items are not submitted or submitted incorrectly, your bid will be non-responsive. A bid bond or certified or cashier's check in the amount of 5% of the bid is also required to be submitted with your bid. Please also submit your Registration Report from the Missouri Secretary of State and Bidder Qualification Statement with supporting data.

C. A Notice to Proceed can be given at any time after the contractor has satisfied the insurance and bonding requirements and execution of the contract agreement has occurred.

1.9 QUESTIONS AND ANSWERS

A. Question: Where the stone and brick meet in the tunnel, there is a big difference - are we to follow the contour using the 2" thick application or is there to be a transition?

Answer: There will need to be a transition.

B. Question: Does the floor/invert also get the 2" thick shotcrete application?

Answer: Yes, the floor will need to be coated.

C. Question: The 15 spots identified as Point Repairs, I assume those are the large voided areas typically around the laterals?

Answer: Some are around the laterals, others are locations with more than one layer of brick missing.

D. Question: If installing the shotcrete via the wet shotcrete process, there is no 'material manufacturer's' recommendations regarding the: surface preparation, finish, reinforcing, etc. However, we will reference the ACI 506.2 Guide to Shotcrete.

Answer: Provided all foreign material is removed using potable water, referencing ACI 506.2 should be acceptable.

E. Question: Is OSHA 10 required by all crew members?

Answer: Yes, per the "Notice to Bid" and the "Affidavit of OSHA Training".

F. Question: Please provide sectional of the Tunnel showing vertical dimension, arch dimension and invert width.

Answer: Please refer to Addendum One, Question C.

G. Question: Please provide the pictures of the concrete box at the most upstream end of the work area.

Answer: Opportunity was available during site visit to enter the tunnel for inspection and pictures.

H. Question: Please confirm the scope of concrete coating will stop at the upstream side of the manhole, where entry was made available during the pre-bid walkthrough.

Answer: Coating stops at downstream concrete pipe, continuing through the referenced manhole.

I. Question: Is it ok to assume that parking area around the downstream pumping station will be available for office trailer and material staging?

Answer: Yes.

J. Question: We would suggest \$ 15,000.00 allowance item for water mitigation chemical injection be added to address unforeseen water infiltration through the structure. Please advise.

Answer: Allowance will not be provided. City will work with awarded contractor to perform the repairs during dry conditions.

K. Question: Please confirm that line item 5 is not for the brick pointing but to fill the voids at 15 locations.

Answer: "Repointing" Brick is not part of the scope of work for this project.

L. Question: Please confirm the gunned finish will be acceptable at the side walls and crown?

Answer: Please refer to Addendum One, Question T.

M. Question: Please confirm manhole shaft concrete coating is not part of this project.

Answer: Correct.

N. Question: Please confirm if contractor can use the wet well inside the pumping station to avoid traffic closure at parking lot entry/exit way. If yes, please provide pictures.

Answer: Yes. However, pictures will not be provided.

O. Question: Please confirm if the following forms are required to submit with the bid. (Certificate of Non-segregated Facilities, Domestic Products Procurement Act, Certification Regarding Lobbying, Affidavit Compliance with the Prevailing Wage Law)

Answer: Yes, except Affidavit for Prevailing Wage which must be submitted with project closeout documentation.

Addendum Three

1.1 PROJECT INFORMATION

- A. Project Name: Merriwether Storm Tunnel Rehab Project
- B. Owner: City of Cape Girardeau, MO
- C. Owner Project Number: 2132
- D. Engineer: N/A
- E. Date of Addendum: November 8, 2024

1.2 NOTICE TO BIDDERS

- A. This Addendum is issued to all registered plan holders pursuant to the Instructions to Bidders and Conditions of the Contract. This Addendum serves to clarify, revise, and supersede information in the Project Manual, Drawings, and any previously issued Addenda. Portions of the Addendum affecting the Contract Documents will be incorporated into the Contract by enumeration of the Addendum in the Owner/Contractor Agreement.
- B. **The Bidder shall acknowledge receipt of this Addendum in the appropriate space on Page 1 of the Bid Form.**
- C. The date for receipt of bids is unchanged by this Addendum; bids are due at the same time and location as given in the Notice to Bid.

1.3 GENERAL

- A. This Addendum answers a question received prior to November 4, 2024.

1.4 ATTACHMENTS

- A. None.

1.5 REVISIONS TO PREVIOUS ADDENDA

- A. None.

1.6 REVISIONS TO PROJECT MANUAL

A. None.

1.7 REVISIONS TO DRAWING SHEETS

A. N/A

1.8 COMMENTS AND CLARIFICATIONS

A. None.

1.9 QUESTION AND ANSWER

A. Question: Would you consider GeoKrete Geopolymer an alternative one-step coating system and acceptable product for this project?

Answer: Yes, provided it meets the Compressive and Bond Strengths specified in Addendum One.



PROSHOT
CONCRETE INC

SHOTCRETE CONTRACTORS & ENGINEERS

Evidence of Authority

John R. Ashcroft Secretary of State
 2024-2025 BIENNIAL REGISTRATION REPORT
 BUSINESS

F00762234
Date Filed: 5/30/2024
John R. Ashcroft
Missouri Secretary of State

I ELECT TO FILE A BIENNIAL REGISTRATION REPORT

* SECTION 1, 3 & 4 ARE REQUIRED

REPORT DUE BY: 8/31/2024

F00762234
 Proshot Concrete, Inc.
 CSC-LAWYERS INCORPORATING SERVICE COMPANY
 221 BOLIVAR ST
 JEFFERSON CITY MO 65101

| | |
|---|---|
| RENEWAL MONTH: MAY | |
| <input type="checkbox"/> I OPT TO CHANGE THE CORPORATION'S RENEWAL MONTH TO _____ FOR A \$25.00 FEE | |
| 1 | PRINCIPAL PLACE OF BUSINESS OR CORPORATE HEADQUARTERS: * |
| | <u>4158 Musgrove Dr</u> (Required) |
| | STREET <u>Florence AL 35630-6396</u> CITY / STATE ZIP |

2 If changing the registered agent and/or registered office address, please check the appropriate box(es) and fill in the necessary information.

The new registered agent _____
 IF CHANGING THE REGISTERED AGENT, AN ORIGINAL WRITTEN CONSENT FROM THE NEW REGISTERED AGENT MUST BE ATTACHED AND FILED WITH THIS REGISTRATION REPORT.

The new registered office address _____

Must be a Missouri address, PO Box alone is not acceptable. This section is not applicable for Banks, Trusts and Foreign Insurance.

| OFFICERS | | BOARD OF DIRECTORS * | |
|---|--|---|----------|
| NAME AND PHYSICAL ADDRESS (P.O. BOX ALONE NOT ACCEPTABLE). MUST LIST PRESIDENT AND SECRETARY BELOW | | NAME AND PHYSICAL ADDRESS (P.O. BOX ALONE NOT ACCEPTABLE). MUST LIST AT LEAST ONE DIRECTOR BELOW | |
| PRESIDENT | <u>McDougle, Anthony</u> STREET <u>4158 Musgrove Drive</u> CITY/STATE/ZIP <u>Florence AL 35630</u> | A | B |
| SECRETARY | <u>McDougle, Anthony</u> STREET <u>4158 Musgrove Drive</u> CITY/STATE/ZIP <u>Florence AL 35630</u> | | |
| | STREET _____ CITY/STATE/ZIP _____ | | |
| | STREET _____ CITY/STATE/ZIP _____ | | |
| | STREET _____ CITY/STATE/ZIP _____ | | |

NAMES AND ADDRESSES OF ALL OTHER OFFICERS AND DIRECTORS ARE ATTACHED

4 The undersigned understands that false statements made in this report are punishable for the crime of making a false declaration under Section 575.060 RSMo. Photocopy or stamped signature not acceptable. *

Authorized party or officer sign here: Anthony McDougle (Required)

Please print name and title of signer: Anthony McDougle / President

NAME TITLE

REGISTRATION REPORT FEE IS:
 ___\$40.00 If filed on or before 8/31/2024
 ___\$55.00 If filed on or before 9/30/2024
 ___\$70.00 If filed on or before 10/31/2024
 ___\$85.00 If filed on or before 11/30/2024
 ADD AN ADDITIONAL \$25.00 FEE IF CHANGING THE RENEWAL MONTH.

WHEN THIS FORM IS ACCEPTED BY THE SECRETARY OF STATE, BY LAW IT WILL BECOME A PUBLIC DOCUMENT AND ALL INFORMATION PROVIDED IS SUBJECT TO PUBLIC DISCLOSURE

E-MAIL ADDRESS (OPTIONAL): donnie@proshotconcrete.com

REQUIRED INFORMATION MUST BE COMPLETE OR THE REGISTRATION REPORT WILL BE REJECTED
 RETURN COMPLETED REGISTRATION REPORT AND PAYMENT TO: Secretary of State, P.O. Box 778, Jefferson City, MO 65102



PROSHOT
CONCRETE INC
SHOTCRETE CONTRACTORS & ENGINEERS

Qualification of Bidders



John R. Ashcroft

Missouri Secretary of State

MISSOURI ONLINE BUSINESS FILING

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Gen. Business - For Profit Details as of 11/8/2024

Required Field *

File Documents - select the filing from the "Filing Type" drop-down list, then click FILE ONLINE.

File Registration Reports - click FILE REGISTRATION REPORT.

Copies or Certificates - click FILE COPIES/CERTIFICATES.

[RETURN TO SEARCH RESULTS](#)

Create Filing

[FILE ONLINE](#)

Amended Articles Accepting Professional Corporation Law (Corp 43)

[ORDER COPIES/CERTIFICATES](#)

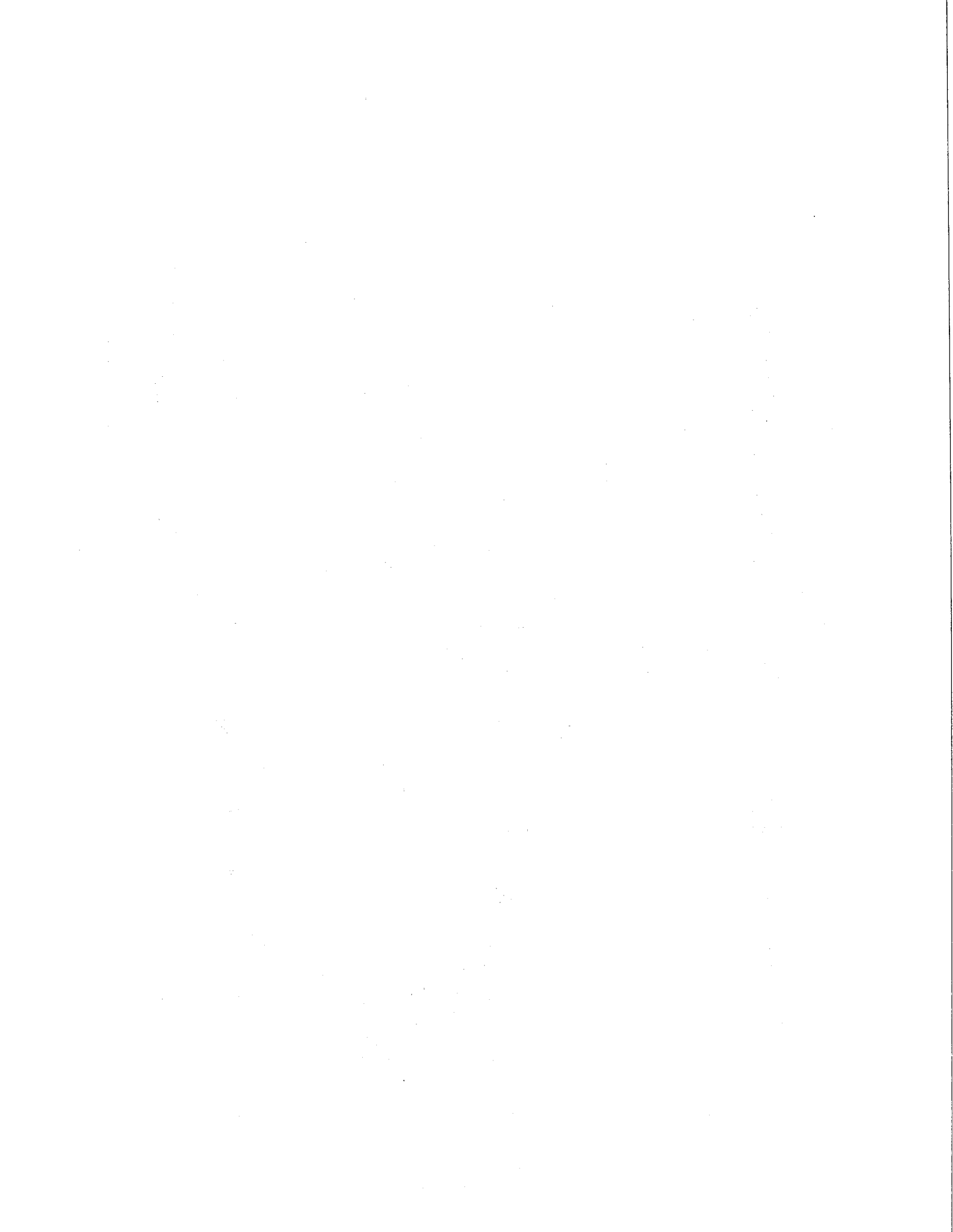
| General Information | Filings | Principal Office Address | Contact(s) |
|---------------------|--|--------------------------|---|
| Name(s) | Proshot Concrete, Inc. | Principal Office Address | 4158 Musgrove Dr Florence, AL 35630-6396 |
| Type | Gen. Business - For Profit | Charter No. | F00762234 |
| Domesticity | Foreign | Home State | AL |
| Registered Agent | <u>CSC-LAWYERS INCORPORATING SERVICE COMPANY</u> 221 BOLIVAR ST JEFFERSON CITY, MO 65101 | Status | Good Standing |
| Date Formed | 8/31/2006 | | |
| Duration | Perpetual | | |
| Report Due | 8/31/2026 | | |

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PROSHOT
CONCRETE^{INC}
SHOTCRETE CONTRACTORS & ENGINEERS

Present Commitments





PROSHOT
CONCRETE^{INC}
SHOTCRETE CONTRACTORS & ENGINEERS

Previous Experience

PROSHOT CONCRETE, INC 2023 JOB LISTINGS-CULVERTS

| JOB NO. | SALES | LOCATION | ST | TYPE | OWNER | GEN CONTRACTOR | DESCRIPTION | CONTRACT AMOUNT | CONTACT & PHONE | START DATE | COMPLTN DATE | LIQUIDATED DAMAGE | LEGAL ACTION OWNER | LEGAL ACTION | BONDING CO | |
|---------|-------|---------------|----|-------------|--|--|----------------------------|---|---|------------|--------------|-------------------|--------------------|--------------|--|----|
| 23-002 | AFP | HOWARD COUNTY | MD | STORM DRAIN | HOWARD COUNTY, MD 8751 COLUMBIA GATEWAY DR SUITE 501 COLUMBIA, MD 21046 | PROSHOT CONCRETE 4158 MUSGROVE DR FLORENCE, AL 35630 | STORM DRAIN GUNITE REPAIRS | 300,000.00 | MATT WOLF (P) 443-530-9395 | Jan-23 | Dec-23 | NO | NO | NO | NA | |
| 23-004 | CC | NASHVILLE | TN | CULVERT | METRO WATER SERVICES 2617 LOCUST ST NASHVILLE, TN 37207 | WALKER BUILDING GROUP CULVERT REHABILITATION | 180,800.00 | THOMAS ESTABROOKS (P) 615-852-7095 tstabrooks@walkerbuildinggroup.com | Jan-23 | Feb-23 | NO | NO | NO | NO | NO | NA |
| 23-005 | CC | GUNTERVILLE | AL | CULVERT | ALDOT NORTH REGION PO BOX 560 GUNTERVILLE, AL 35876 | PROSHOT CONCRETE 4158 MUSGROVE DR FLORENCE, AL 35630 | CULVERT REHABILITATION | 300,000.00 | ZACH COOPER (P) 256-571-7261 zcooper@dot.state.al.us | Jan-23 | Dec-23 | NO | NO | NO | Fidelity & Deposit Co of MD 1299 Zurich Way, 5th Floor Schaumburg, IL 60196 Gregg Tatum 205-414-8100 | |
| 23-006 | CC | ROCKDALE | GA | CULVERT | ROCKDALE CITY GEORGIA 882 MILSTEAD AVE CONTERS, GA 30072 | PROSHOT CONCRETE 4158 MUSGROVE DR FLORENCE, AL 35630 | CULVERT REHABILITATION | 537,250.00 | TERRANCE SIMPKINS (P) 770-278-7122 terrance.simpkins@rockdalecountyga.gov | Jan-23 | Dec-23 | NO | NO | NO | Fidelity & Deposit Co of MD 1299 Zurich Way, 5th Floor Schaumburg, IL 60196 Gregg Tatum 205-414-8100 | |
| 23-007 | AFP | HARFORD | MD | STORM DRAIN | HARFORD CITY PUBLIC WORKS 212 S BOND ST 3RD FLOOR BEL AIR, MD 21014 | PROSHOT CONCRETE 4158 MUSGROVE DR FLORENCE, AL 35630 | CULVERT REHABILITATION | 300,000.00 | NAVEED SHAH (P) 410-533-4109 EXT 1395 | Jan-23 | Dec-23 | NO | NO | NO | NA | |
| 23-009 | CC | LEBANON | OH | CULVERT | ODOT 1980 WEST BROAD ST COLUMBUS, OH 43223 | PROSHOT CONCRETE 4158 MUSGROVE DR FLORENCE, AL 35630 | INVERT PAVING | 500,000.00 | BRANDON COLLETT (P) 513-933-6643 brandon.collett@dot.ohio.gov | Jan-23 | Sept-23 | NO | NO | NO | N/A | |
| 23-010 | AFP | CHARLES CITY | MD | CULVERT | CHARLES CITY 200 BALTIMORE ST LAPLATA, MD 20646 | PROSHOT CONCRETE 4158 MUSGROVE DR FLORENCE, AL 35630 | CULVERT REPAIR | 100,000.00 | JOHN KERN (P) 301-985-1314 | Jan-23 | Dec-23 | NO | NO | NO | N/A | |
| 23-012 | CC | ELBA | AL | CULVERT | CITY OF ELBA, AL 6965 US HWY 231 BUNIDIDGE, AL 36010 | SA GRAHAM CO CULVERT REPAIR | 39,500.00 | RANDY HALL (P) 334-735-2362 | Feb-23 | Feb-23 | NO | NO | NO | NO | N/A | |
| 23-013 | TM | JACKSON | TN | CULVERT | CURRIE JOHNSON 2650 ASHFORT RD JACKSON, TN 38305 | PROSHOT CONCRETE 4158 MUSGROVE DR FLORENCE, AL 35630 | CULVERT REPAIR | 15,500.00 | CJURRIE JOHNSTON (P) 731-816-0201 | Feb-23 | Feb-23 | NO | NO | NO | Fidelity & Deposit Co of MD 1299 Zurich Way, 5th Floor Schaumburg, IL 60196 Gregg Tatum 205-414-8100 | |
| 23-014 | CC | LAGRANGE | GA | CULVERT | ALBANESE CORMIER HOLDINGS 350 PINE STREET SUITE 800 BEAUMONT, TX 77701 | PROSHOT CONCRETE 4158 MUSGROVE DR FLORENCE, AL 35630 | CULVERT REPAIR | 81,600.00 | SCOTT ARENA (P) 405-654-4831 | Feb-23 | Feb-23 | NO | NO | NO | Fidelity & Deposit Co of MD 1299 Zurich Way, 5th Floor Schaumburg, IL 60196 Gregg Tatum 205-414-8100 | |
| 23-015 | TM | BRENTWOOD | TN | CULVERT | CITY OF BRENTWOOD 1750 GENERAL GEORGE PATTON DR BRENTWOOD, TN 37027 | PROSHOT CONCRETE 4158 MUSGROVE DR FLORENCE, AL 35630 | CULVERT REPAIR | 225,000.00 | TODD HOPPENSTEDT (P) 615-371-0080 | Feb-23 | Dec-23 | NO | NO | NO | Fidelity & Deposit Co of MD 1299 Zurich Way, 5th Floor Schaumburg, IL 60196 Gregg Tatum 205-414-8100 | |
| 23-017 | AFP | SHELBY | NC | CULVERT | CITY OF SHELBY PO BOX 207 SHELBY, NC 28151 | PROSHOT CONCRETE 4158 MUSGROVE DR FLORENCE, AL 35630 | CULVERT REPAIR | 34,980.00 | TYLER BOOKS (P) 704-472-2847 | Mar-23 | Apr-23 | NO | NO | NO | N/A | |
| 23-018 | AFP | GERMANTOWN | MD | CULVERT | MATAN COMPANIES 20251 CENTURY BLVD GERMANTOWN, MD 20874 | PROSHOT CONCRETE 4158 MUSGROVE DR FLORENCE, AL 35630 | CULVERT REPAIR | 242,814.00 | JIM BRADLEY (P) 301-691-8135 | Jun-23 | Jul-23 | NO | NO | NO | N/A | |
| 23-020 | CC | LIMA | OH | CULVERT | ODOT 1885 N. MCCULLOUGH ST LIMA, OH 45801 | PROSHOT CONCRETE 4158 MUSGROVE DR FLORENCE, AL 35630 | CULVERT REPAIR | 741,393.92 | DAN NIESE (P) 419-999-6903 | Apr-23 | Dec-23 | NO | NO | NO | Fidelity & Deposit Co of MD 1299 Zurich Way, 5th Floor Schaumburg, IL 60196 Gregg Tatum 205-414-8100 | |

| 23-023 | AFF | ANNE ARUNDEL CITY | MD | CULVERT | ANNE ARUNDEL COUNTY | STROHECKER, INC 1566 SKINNERS TURN RD OWINGS, MD 20736 | CULVERT REPAIR | 150,000.00 | JIMMY STROHECKER (P) 410-237-9136 | Apr-23 | NO | NO | NO | N/A |
|--------|-----|-------------------|----|-------------|--|---|----------------------------------|------------|---|--------|----|----|----|--|
| 23-024 | AFF | CARROLL CITY | MD | CULVERT | CARROLL COUNTY 225 N CENTER ST WESTMINSTER, MD 21157 | PROSHOT CONCRETE 4158 MUSGROVE DR FLORENCE, AL 36630 | CULVERT REPAIR | 300,000.00 | CATHY VIRTZ (P) 410-386-8722 (P) 410-476-8978 | Jun-23 | NO | NO | NO | N/A |
| 23-025 | AFF | BALTIMORE CITY | MD | CULVERT | BALTIMORE COUNTY 11 W CHESEBROKE AVE BALTIMORE, MD 21204 | PROSHOT CONCRETE 4158 MUSGROVE DR FLORENCE, AL 36630 | CULVERT REPAIR | 500,000.00 | SHELDON ERSTEIN (P) 410-387-3711 (P) 410-387-4505 | Apr-23 | NO | NO | NO | Fidelity & Deposit Co of MD 1299 Zurich Way, 5th Floor Schaumburg, IL 60196 Chicago, IL 60601 205-414-8100 |
| 23-027 | AFF | CHADDS FORD | PA | CULVERT | CANTER VILLAGE HOA PO BOX 1119 CHADDS FORD, PA 19217 | PROSHOT CONCRETE 4158 MUSGROVE DR FLORENCE, AL 36630 | CULVERT REPAIR | 24,200.00 | JOE FRANCESCHINI (P) 610-355-3556 (P) 610-555-3939 | May-23 | NO | NO | NO | N/A |
| 23-030 | CC | IOWA CITY | IA | TUNNEL | UNIVERSITY OF IOWA 131 EULCOTT DRIVE IOWA CITY, IA 52242 | MAGER CONSTRUCTION 820 CORPORATE DRIVE JORDAN, MN 55352 | TUNNEL | 184,000.00 | JOSH PILEGER (P) 562-365-9200 | Jun-23 | NO | NO | NO | N/A |
| 23-031 | CC | FLORENCE | AL | PIPE LINING | ALDOT 295 HIGHWAY 20 TUSSUMBERIA, AL 35674 | PROSHOT CONCRETE 4158 MUSGROVE DR FLORENCE, AL 36630 | PIPE INSPECTION FLORENCE BLVD | 20,000.00 | DERRICK SIMPSON (P) 256-389-1441 | May-23 | NO | NO | NO | N/A |
| 23-033 | AFF | LYNCHBURG | VA | CULVERT | VDOT 1201 EAST BROAD ST RICHMOND, VA 23219 | PROSHOT CONCRETE 4158 MUSGROVE DR FLORENCE, AL 36630 | CULVERT REPAIR 1FB 126721 | 715,336.00 | GLENN MCANNICH (P) 804-270-1772 | Jun-23 | NO | NO | NO | Fidelity & Deposit Co of MD 1299 Zurich Way, 5th Floor Schaumburg, IL 60196 Chicago, IL 60601 205-414-8100 |
| 23-034 | CC | MIAMI TOWNSHIP | OH | CULVERT | MIAMI TOWNSHIP OF OHIO | PROSHOT CONCRETE 4158 MUSGROVE DR FLORENCE, AL 36630 | CULVERT REPAIR | 42,937.96 | JOHN MUSSELLMAN (P) 513-248-3726 | Jul-23 | NO | NO | NO | Fidelity & Deposit Co of MD 1299 Zurich Way, 5th Floor Schaumburg, IL 60196 Chicago, IL 60601 205-414-8100 |
| 23-039 | CC | CRANFORDVILLE | IN | CULVERT | INDOT 41 WEST 300 NORTH CRANFORDVILLE, IN 47933 | TEMPLE & TEMPLE 1367 S. STATE RD 60 SALEM, IN 47167 | CULVERT PIPE LINING | 183,440.00 | BROCKLYN MARTIN (P) 812-265-5944 brcatvnm@templeandtemple.com | Jul-23 | NO | NO | NO | N/A |
| 23-041 | CC | KENNESAW | GA | CULVERT | CITY OF KENNESAW 3080 WOOD STATION RD KENNESAW, GA 30144 | PROSHOT CONCRETE 4158 MUSGROVE DR FLORENCE, AL 36630 | CULVERT REPAIR | 288,443.00 | AMANDA STEVENS (P) 770-421-5662 | Jul-23 | NO | NO | NO | Fidelity & Deposit Co of MD 1299 Zurich Way, 5th Floor Schaumburg, IL 60196 Chicago, IL 60601 205-414-8100 |
| 23-042 | AFF | FRANKLIN | TN | CULVERT | CITY OF FRANKLIN 124 LUMBER DR FRANKLIN, TN 37064 | PROSHOT CONCRETE 4158 MUSGROVE DR FLORENCE, AL 36630 | CULVERT REPAIR | 13,846.00 | CASSEY CHRISMAN (P) 615-629-4253 | Aug-23 | NO | NO | NO | N/A |
| 23-043 | AFF | MONTGOMERY CITY | MD | CULVERT | MONTGOMERY COUNTY 4617 PENN BELT PLACE FORESTVILLE, MD 20747 | D&F CONSTRUCTION 4617 PENN BELT PLACE FORESTVILLE, MD 20747 | CULVERT REPAIR | 300,000.00 | MARK BROSNAN (P) 240-574-3977 | Aug-23 | NO | NO | NO | N/A |
| 23-044 | CC | MORRISTOWN | TN | CULVERT | CITY OF MORRISTOWN PUBLIC WORKS 4560 DURHAM LANDING MORRISTOWN, TN 37813 | PROSHOT CONCRETE 4158 MUSGROVE DR FLORENCE, AL 36630 | CULVERT REPAIR | 278,000.00 | BRIAN JOHNSON (P) 423-688-4622 | Sep-23 | NO | NO | NO | Fidelity & Deposit Co of MD 1299 Zurich Way, 5th Floor Schaumburg, IL 60196 Chicago, IL 60601 205-414-8100 |
| 23-045 | CC | BLUE ASH | OH | CULVERT | CITY OF BLUE ASH 4543 COOPER RD BLUE ASH, OH 45242 | PROSHOT CONCRETE 4158 MUSGROVE DR FLORENCE, AL 36630 | CULVERT REPAIR | 283,030.00 | WILL DAVIS (P) 513-745-8536 wjdavis@blueash.com | Sep-23 | NO | NO | NO | Fidelity & Deposit Co of MD 1299 Zurich Way, 5th Floor Schaumburg, IL 60196 Chicago, IL 60601 205-414-8100 |
| 23-046 | AFF | FREDERICK CITY | MD | CULVERT | FREDERICK CITY (OFFICE OF HWY) 381 MONTEVUE LANE FREDERICK, MD 21702 | PROSHOT CONCRETE 4158 MUSGROVE DR FLORENCE, AL 36630 | CULVERT REPAIR | 200,000.00 | BRIAN SMITH (P) 240-674-1503 | Sep-23 | NO | NO | NO | N/A |
| 23-047 | CC | HAMILTON | AL | CULVERT | MARION CITY SCHOOL BOARD 188 WINCHESTER DR HAMILTON, AL 35570 | PROSHOT CONCRETE 4158 MUSGROVE DR FLORENCE, AL 36630 | CULVERT REPAIR | 23,100.00 | KEITH BRUMLEY (P) 205-921-3192 | Aug-23 | NO | NO | NO | N/A |
| 23-049 | AFF | WEST COLUMBIA | SC | STORM DRAIN | ITDSI PRS 3450 CHARLESTOWN HWY WEST COLUMBIA, SC 29172 | COMMERCIAL MAINTENANCE 406-B BETHEL AVE ASTON, PA 18014 | STORM DRAIN CSX RAILROAD DIST | 39,370.00 | RICK ORNER (P) 610-587-2354 | Sep-23 | NO | NO | NO | N/A |

| | | | | | | | | | | | | | | |
|--------|-----|------------|----|---------|--|--|---|------------|--|--------|----|----|----|--|
| 23-053 | CC | TROY | AL | CULVERT | ALDOT 299 ELBA HWY HWY 87 S TROY, AL 36079 | PROSHOT CONCRETE 4158 MUSGROVE DR FLORENCE, AL 36530 | CULVERT | 35,213.55 | ROBBIE SPEIGNER (P) 334-353-6834 | Sep-23 | NO | NO | NO | N/A |
| 23-055 | AFP | GREENVILLE | SC | CULVERT | GREENVILLE COUNTY 301 UNIVERSITY RIDGE GREENVILLE, SC 29601 | PROSHOT CONCRETE 4158 MUSGROVE DR FLORENCE, AL 36530 | CULVERT | 48,860.00 | ROBERT BREWER KEYONA SPIRGEON (P) 864-467-4954 | Oct-23 | NO | NO | NO | N/A |
| 23-057 | CC | DEKALB | GA | CULVERT | DEKALB CITY PUBLIC WORKS 1100 COMMERCE DR, 2ND FLOOR DECATUR, GA 30030 | PROSHOT CONCRETE 4158 MUSGROVE DR FLORENCE, AL 36530 | CULVERTS | 400,000.00 | SHAMEKA WEAVER (P) 404-371-2019 | Mar-24 | NO | NO | NO | Fidelity & Deposit Co of MD 1299 Zurich Way, 5th Floor Schaumburg, IL 60196 Gregg Tatum 205-414-3100 |
| 23-060 | AP | ARLINGTON | VA | CULVERT | STORMWATER MAINTENANCE 10944 BEAVER DAM ROAD HUNT VALLEY MD 21030 | J.G. MILLER 10944 BEAVER DAM ROAD HUNT VALLEY MD 21030 | CULVERT REPAIR | 9,812.00 | GREG HARLESS 443-269-9215 | Nov-23 | NO | NO | NO | N/A |
| 23-062 | CC | DALTON | GA | CULVERT | CITY OF DALTON 1535 ELM STREET DALTON, GA 30722 | CITY OF DALTON 534 ELM STREET DALTON, GA 30722 | SEBETAN PLANT CONCRETE PIPE LINING PROJECT PW-2023-BD-160 | 985,470.00 | JACKSON SHEPPARD 705-272-7077 | Nov-23 | NO | NO | NO | Fidelity & Deposit Co of MD 1299 Zurich Way, 5th Floor Schaumburg, IL 60196 Gregg Tatum 205-414-3100 |

PROSHOT CONCRETE, INC 2022 CULVERT REPAIRS

| JOB NO. | SALES | LOCATION | ST | TYPE | OWNER | GEN CONTRACTOR | DESCRIPTION | CONTRACT AMOUNT | CONTACT & PHONE | START DATE | COMPLTN DATE | LIQUIDATED DAMAGE | LEGAL ACTION OWNER | LEGAL ACTION | BONDING CO |
|---------|-------|-------------------|----|----------------|---|---|---|-----------------|---|------------|--------------|-------------------|--------------------|--------------|--|
| 22-001 | AFP | CHARLES COUNTY | MD | CULVERT | CHARLES COUNTY MD 200 BALTIMORE ST FLORENCE, AL 35650 | PROSHOT CONCRETE 4158 MUSGROVE DR FLORENCE, AL 35650 | VARIOUS CULVERTS LINING | 100,000.00 | JOHN KERN (ART SWANN) (P) 301-885-1314 | Jan-22 | Dec-22 | NO | NO | NO | N/A |
| 22-002 | AFP | HOWARD COUNTY | MD | STORM DRAIN | HOWARD COUNTY MD 6751 COLUMBIA GATEWAY DR SUITE 501 COLUMBIA, MD 21046 | PROSHOT CONCRETE 4158 MUSGROVE DR FLORENCE, AL 35650 | STORM DRAIN GUNITE REPAIRS | 200,000.00 | MATT WOLF (P) 443-630-9385 | Jan-22 | Dec-22 | NO | NO | NO | NA |
| 22-003 | AFP | CARROLL COUNTY | MD | CULVERT | CARROLL COUNTY MD 225 N CENTER ST WESTMINSTER, MD 21157 | PROSHOT CONCRETE 4158 MUSGROVE DR FLORENCE, AL 35650 | CULVERT REHABILITATION | 200,000.00 | SONNY CHO (P) 410-386-2149 (P) 410-876-8978 | Jan-22 | Dec-22 | NO | NO | NO | NA |
| 22-004 | AFP | BALTIMORE COUNTY | MD | CULVERT | BALTIMORE COUNTY MD 111 W CHESAPEAKE AVE BALTIMORE, MD 21204 | PROSHOT CONCRETE 4158 MUSGROVE DR FLORENCE, AL 35650 | CULVERT REHABILITATION MAINTENANCE CONTRACT | 150,000.00 | SHELDON EPGSTEIN (P) 410-887-9711 | Jan-22 | Dec-22 | NO | NO | NO | Fidelity & Deposit Co of MD 1289 Zurich Way, 5th Floor Schaumburg, IL 60196 Gregg Tatum 205-414-8100 |
| 22-005 | AFP | HARFORD | MD | STORM DRAIN | HARFORD CITY PUBLIC WORKS 212 S BOND ST 3RD FLOOR BEL AIR, MD 21014 | PROSHOT CONCRETE 4158 MUSGROVE DR FLORENCE, AL 35650 | CULVERT REHABILITATION | 133,000.00 | NAVEED SHAH (P) 410-638-4109 EXT 13815 | Jan-22 | Dec-22 | NO | NO | NO | NA |
| 22-006 | AFP | SILVER SPRINGS | MD | CULVERT | MONTGOMERY COUNTY MD | DAF CONSTRUCTION | CULVERT REHABILITATION | 300,000.00 | MARK BROSNAN (P) 240-574-8977 | Jan-22 | Dec-22 | NO | NO | NO | NA |
| 22-007 | AFP | VANDERBERG | CA | FLAME DIVERTER | SPACE X 731 KEMP RD SLC-4E VANDERBERG AFB CA, 95437 | PROSHOT CONCRETE 4158 MUSGROVE DR FLORENCE, AL 35650 | FLAME DIVERTER | 76,800.00 | MATT DANCYK (P) 406-871-8235 | Jan-22 | Dec-22 | NO | NO | NO | N/A |
| 22-008 | AFP | WOODSTOCK | GA | CULVERT | CITY OF WOODSTOCK, GA 12453 HWY 92 WOODSTOCK, GA 30188 | PROSHOT CONCRETE 4158 MUSGROVE DR FLORENCE, AL 35650 | CULVERT REHABILITATION | 70,000.00 | JEREMY PARKER (P) 770-582-8000 jparkes@woodstockga.gov | Jan-22 | Jan-22 | NO | NO | NO | Fidelity & Deposit Co of MD 1289 Zurich Way, 5th Floor Schaumburg, IL 60196 Gregg Tatum 205-414-8100 |
| 22-009 | AFP | LAGRANGE | GA | CULVERT | ALBANESE CORMIER HOLDINGS 360 FINE STREET SUITE 300 BEAUMONT, TX 77701 | PROSHOT CONCRETE 4158 MUSGROVE DR FLORENCE, AL 35650 | REHAB 68" CMP RFP: 2021-06 | 158,800.00 | SCOTT ARENA (P) 409-354-4831 scottarena@woodstockga.gov | Jan-22 | Feb-22 | NO | NO | NO | N/A |
| 22-012 | TM | TROY | AL | CULVERT | ALABAMA DOT 289 ELBA HWY / HWY 87 SOUTH TROY, AL 36079 | PCI | PIPE LINING | 100,000.00 | ROBBIE SPEIGNER (P) 334-353-6934 speignerr@dot.state.us | Jan-22 | Dec-22 | NO | NO | NO | Fidelity & Deposit Co of MD 1289 Zurich Way, 5th Floor Schaumburg, IL 60196 Gregg Tatum 205-414-8100 |
| 22-013 | CC | LEBANON | OH | CULVERT | OHIO DOT 1980 WEST BROAD ST COLUMBUS, OH 43223 | PROSHOT CONCRETE 4158 MUSGROVE DR FLORENCE, AL 35650 | INVERT PAVING | 400,000.00 | BRANDON COLLETT (P) 614-257-9136 brandon.collett@dot.ohio.gov | Oct-22 | Sep-22 | NO | NO | NO | NA |
| 22-014 | TM | JACKSON | TN | CULVERT | GARY TAYLOR INVESTMENT CO 2574 CHRISTMASVILLE COVE JACKSON, TN 38305 | PROSHOT CONCRETE 4158 MUSGROVE DR FLORENCE, AL 35650 | INVERT REPAIR OF 96" PIPE JOINT REPAIR SANDSTONE VILLAGE | 85,000.00 | GARY TAYLOR (P) 615-339-5585 gtaylor@proshotinvest@gmail.com | Jan-22 | Jan-22 | NO | NO | NO | NA |
| 22-015 | CC | CLEVELAND | OH | CULVERT | NORTHEAST OHIO REGIONAL SEWER 3900 EUCID AVE CLEVELAND, OH 44115 | PROSHOT CONCRETE 4158 MUSGROVE DR FLORENCE, AL 35650 | CULVERT/STORM DRAIN REPAIR | 9,488,913.00 | CLONVAK (P) 216-339-5585 | Mar-22 | Mar-24 | NO | NO | NO | Fidelity & Deposit Co of MD 1289 Zurich Way, 5th Floor Schaumburg, IL 60196 Gregg Tatum |
| 22-020 | CC | KENNESAW | GA | CULVERT | CITY OF KENNESAW 2929 J.C. STEPHENSON AVE KENNESAW, GA 30144 | PROSHOT CONCRETE 4158 MUSGROVE DR FLORENCE, AL 35650 | CULVERT REPAIR 2021 WREN WAY & LULLWATER | 395,840.00 | DEBRA TAYOR (P) 770-424-8274 | Feb-22 | Mar-22 | NO | NO | NO | Fidelity & Deposit Co of MD 1289 Zurich Way, 5th Floor Schaumburg, IL 60196 Gregg Tatum |
| 22-025 | AFP | PIKESVILLE | MD | CULVERT | BALTIMORE COUNTY 111 W. GESAPPEAKE AVE BALTIMORE, MD 21224 | MONUMENTAL PAVING 1915 EDISON HWY BALTIMORE, MD 21213 | CULVERT REPAIR | 6,130.00 | BRIAN CAMPONESCHI (P) 410-428-7866 | Feb-22 | Feb-22 | NO | NO | NO | N/A |
| 22-026 | CC | RANDOLPH CITY | IN | CULVERT | TEMPLE & TEMPLE 1367 SOUTH ST RD 60 SALEM, IN 47167 | TEMPLE & TEMPLE | CULVERT REPAIR | 157,290.00 | BROOKLYN MARTIN (P) 812-883-2267 | Mar-22 | Apr-22 | NO | NO | NO | N/A |
| 22-027 | AFP | ANNE ARUNDEL CITY | MD | CULVERT | ANNE ARUNDEL CITY 1698 SKINNERS TURN RD OWINGS, MD 20736 | STROEHECKER, INC 1698 SKINNERS TURN RD OWINGS, MD 20736 | CULVERT REPAIR | 150,000.00 | JIMMY STROEHECKER (P) 410-257-9136 | Jan-22 | Dec-22 | NO | NO | NO | N/A |
| 22-028 | CC | BOROUGH OF WALL | PA | CULVERT | BOROUGH OF WALL WALL PA | GLENN ENGINEERING | CULVERT REPAIR | 189,000.00 | BOB ZISCHAU (P) 412-824-5672 | Apr-22 | May-22 | NO | NO | NO | Fidelity & Deposit Co of MD 1289 Zurich Way, 5th Floor Schaumburg, IL 60196 |

PROSHOT CONCRETE, INC 2022 CULVERT REPAIRS

| JOB NO. | SALES LOCATION | ST | TYPE | OWNER | GEN CONTRACTOR | DESCRIPTION | CONTRACT AMOUNT | CONTACT & PHONE | START DATE | COMPLTN DATE | LIQUIDATED DAMAGE | LEGAL ACTION OWNER | LEGAL ACTION | BONDING CO |
|---------|-----------------|----|------------|--|--|----------------------|-----------------|---|------------|--------------|-------------------|--------------------|--------------|--|
| 22-029 | CC NASHVILLE | TN | CULVERT | METRO WATER SERVICES | WALKER BUILDING GROUP 2617 LOCUST ST NASHVILLE, TN 372070 | CULVERT REPAIR | 57,280.00 | MATTHEW FREY (P) 615-852-7095 mrfrey@walkerbuildinggroup.com | Mar-22 | Mar-22 | NO | NO | NO | Gregg Tatum 205-414-8100 |
| 22-031 | AFP SPRINGFIELD | VA | CULVERT | MIDSOUTH BUILDING SUPPLY 7940 WOODRUFF CT SPRINGFIELD, VA 22151 | PROSHOT CONCRETE 4158 MUSGROVE DR FLORENCE, AL 35630 | CULVERT REPAIR | 66,732.00 | JOHN LATTINEN (P) 703-321-4039 | Apr-22 | Apr-22 | NO | NO | NO | N/A |
| 22-035 | TM BRENTWOOD | TN | CULVERT | CITY OF BRENTWOOD TN 1750 GENERAL GEORGE PATTON DR BRENTWOOD, TN 37027 | SULLIVAN ENGINEERING 317 MIAN ST, STE 201 FRANKLIN, TN 37064 | CULVERT REPAIR | 200,000.00 | TODD HOPPENSTEDT (P) 615-371-0080 tod.hoppenstedt@brentwoodtn.com | Apr-22 | Dec-22 | NO | NO | NO | Fidelity & Deposit Co of MD 1299 Zurich Way, 5th Floor Schaumburg, IL 60196 Gregg Tatum 205-414-8100 |
| 22-036 | CC DEKALB CTY | GA | CULVERT | DEKALB CTY PUBLIC WORKS 1300 COMMERCE DR, 2ND FLOOR DECATUR, GA 30030 | PROSHOT CONCRETE 4158 MUSGROVE DR FLORENCE, AL 35630 | CULVERT | 400,000.00 | SHAMEKA WEAVER (P) 404-371-2019 smweav@dekalbcountyga.gov | Apr-22 | Mar-22 | NO | NO | NO | Fidelity & Deposit Co of MD 1299 Zurich Way, 5th Floor Schaumburg, IL 60196 Gregg Tatum 205-414-8100 |
| 22-037 | TM VARIOUS | | PIPE LINER | PIPEWORKS SOLUTIONS 3004 ALEXANDRIA RD ANNISTON, AL 35201 | PROSHOT CONCRETE 4158 MUSGROVE DR FLORENCE, AL 35630 | PIPE LINER | 300,000.00 | RAY STOVER (P) 756-231-0011 | Apr-22 | Dec-22 | NO | NO | NO | N/A |
| 22-038 | AFP YORK | SC | CULVERT | DUKE ENERGY | PROSHOT CONCRETE 4158 MUSGROVE DR FLORENCE, AL 35630 | CULVERT REPAIR | 309,950.00 | ANGIE CHEPKE (P) 704-991-6465 | Jun-22 | Aug-22 | NO | NO | NO | N/A |
| 22-043 | AFP LOUISVILLE | KY | SEWER | LOUISVILLE METRO SEWER DISTRICT | MIDWEST MOLE 8614 WEST RTE 350N GREENFIELD IN 46140 | COMBINED SEWER REHAB | 990,000.00 | JOE BUTOR (P) 317-973-9775 | May-22 | Oct-22 | NO | NO | NO | N/A |
| 22-044 | CC HAMILTON | AL | CULVERT | MARION CTY BOARD OF EDU 784 10TH AVE SW HAMILTON, AL 35570 | PROSHOT CONCRETE 4158 MUSGROVE DR FLORENCE, AL 35630 | CULVERT REPAIR | 20,000.00 | KEITH BRUMLEY (P) | May-22 | May-22 | NO | NO | NO | N/A |
| 22-047 | AFP CATLETT | VA | CULVERT | VIRGINIA DOT 1201 E BROAD ST RICHMOND, VA 23219 | PROSHOT CONCRETE 4158 MUSGROVE DR FLORENCE, AL 35630 | CULVERT REPAIR | 82,395.00 | GLENN MCANINCH (P) 804-270-1772 | Jun-22 | Jun-22 | NO | NO | NO | Fidelity & Deposit Co of MD 1299 Zurich Way, 5th Floor Schaumburg, IL 60196 Gregg Tatum |

PROSHOT CONCRETE, INC 2022 CULVERT REPAIRS

| JOB NO. | SALES | LOCATION | ST | TYPE | OWNER | GEN CONTRACTOR | DESCRIPTION | CONTRACT AMOUNT | CONTACT & PHONE | START DATE | COMPLTN DATE | LIQUIDATED DAMAGE | LEGAL ACTION OWNER | LEGAL ACTION | BONDING CO |
|---------|-------|----------------|----|---------|--|--|-----------------|-----------------|--|------------|--------------|-------------------|--------------------|--------------|--|
| 22-050 | TM | JACKSON | TN | CULVERT | JACKSON MADISON CITY HOSPITAL 620 SKYLINE DR JACKSON, TN 38301 | PROSHOT CONCRETE 4158 MUSGROVE DR FLORENCE, AL 35630 | CULVERT REPAIR | 389,975.00 | ROBBY SMITH (P) 751-541-6009 robby.smith@wdr.com | Jun-22 | Sep-22 | NO | NO | NO | N/A |
| 22-051 | AFP | FREDERICKSBURG | VA | CULVERT | CAFARO COMPANY 3577 YOUNGSTOWN WARREN RD NILES, OH 44448 | PROSHOT CONCRETE 4158 MUSGROVE DR FLORENCE, AL 35630 | CULVERT REPAIR | 73,464.00 | RICK KLINEMAYER (P) 724-510-1024 | Jun-22 | Jul-22 | NO | NO | NO | N/A |
| 22-052 | AFP | VIRGINIA | VA | CULVERT | VIRGINIA DOT 1201 E. BROAD ST RICHMOND, VA 23219 | PROSHOT CONCRETE 4158 MUSGROVE DR FLORENCE, AL 35630 | CULVERT REPAIR | 98,624.00 | GLENN MCCANNICH (P) 804-270-1772 | Jun-22 | Jun-22 | NO | NO | NO | Fidelity & Deposit Co of MD 1289 Zurich Way, 5th Floor Schaumburg, IL 60196 Gregg Tatum 205-414-8100 |
| 22-054 | CC | GUNTERSVILLE | AL | CULVERT | ALABAMA DOT P.O. BOX 550 GUNTERSVILLE, AL 35976 | PROSHOT CONCRETE 4158 MUSGROVE DR FLORENCE, AL 35630 | CULVERT REPAIR | 300,000.00 | ZACH COOPER (P) 256-571-7261 zcooper@act.state.al.us | Jul-22 | Dec-22 | NO | NO | NO | Fidelity & Deposit Co of MD 1289 Zurich Way, 5th Floor Schaumburg, IL 60196 Gregg Tatum 205-414-8100 |
| 22-055 | CC | ROCKDALE CITY | GA | CULVERT | ROCKDALE CITY GEORGIA 962 MILSTEAD AVE CONYERS, GA 30012 | PROSHOT CONCRETE 4158 MUSGROVE DR FLORENCE, AL 35630 | CULVERT REPAIR | 537,260.00 | TERRANCE SIMPKINS (P) 770-278-7122 terrance.simkins@rockdalecountyga.gov | Jul-22 | Jul-22 | NO | NO | NO | Fidelity & Deposit Co of MD 1289 Zurich Way, 5th Floor Schaumburg, IL 60196 Gregg Tatum 205-414-8100 |
| 22-056 | AFP | WESTMINSTER | MD | CULVERT | CARROL COUNTY MARYLAND 17435 MILL BRANCH PL BOWIE, MD 20716 | SMI SERVICES | CULVERT REPAIR | 30,760.00 | AMANDA TIPPETT (P) 301-892-5134 | Aug-22 | Aug-22 | NO | NO | NO | N/A |
| 22-057 | AFP | ARLINGTON | VA | CULVERT | ARLINGTON SCHOOL DISTRICT 9700 CAPITAL CT MANASSAS, VA 20110 | APEX COMPANY | CULVERT REPAIR | 73,800.00 | PHILIP ATKINS (P) 571-530-8654 | Aug-22 | Sep-22 | NO | NO | NO | N/A |
| 22-060 | CC | PHENIX CITY | AL | CULVERT | CITY OF PHENIX CITY 1206 7TH AVE PHENIX CITY, AL 36867 | PROSHOT CONCRETE 4158 MUSGROVE DR FLORENCE, AL 35630 | CULVERT REPAIR | 338,488.00 | MICHAEL PATILLO (P) 334-448-2785 mpatillo@phenixcityal.us | Sep-22 | Dec-22 | NO | NO | NO | Fidelity & Deposit Co of MD 1289 Zurich Way, 5th Floor Schaumburg, IL 60196 Gregg Tatum |
| 22-063 | CC | KENNESAW | GA | CULVERT | CITY OF KENNESAW 3490 PIEDMONT RD ATLANTA, GA 30305 | KOB ENGINEERING | PIPE INSPECTION | 18,500.00 | PAUL WHIGHAM (P) 404-812-8600 | Sep-22 | Sep-22 | NO | NO | NO | N/A |

PROSHOT CONCRETE, INC 2021 CULVERTS

| JOB NO. | SALES | LOCATION | ST | TYPE | OWNER | GEN CONTRACTOR | DESCRIPTION | CONTRACT AMOUNT | CONTACT & PHONE | START DATE | COMPLTN DATE | LIQUIDATED DAMAGE | LEGAL ACTION OWNER | BONDING CO | MEMO/RE |
|---------|-------|---------------------|----|-------------|---|--|--|-----------------|--|------------|--------------|-------------------|--------------------|--|---------|
| 21-001 | AFP | ANNE ARUNDEL COUNTY | MD | CULVERT | ANNE ARUNDEL CITY, MD | STROHECKER, INC 1545 SKINNERS TURN RD. OWINGS, MD 20756 | VARIOUS CULVERTS HEADWALLS | 86,594.00 | JIMMY STROHECKER (P) 410-297-9136 | Jan-21 | Dec-21 | NO | NO | N/A | NO |
| 21-002 | AFP | SILVER SPRINGS | MD | CULVERT | MONTGOMERY COUNTY | D&E CONSTRUCTION 4017 PENN BELT PLACE FORESVILLE, MD 20747 | CULVERT REHAB - VARIOUS | 654,921.00 | MARK BROSMAN | Feb-21 | Feb-22 | NO | NO | NA | NO |
| 21-003 | TM | JACKSON | TN | CULVERT | GARY TAYLOR 2574 CHRISTMASVILLE COVE JACKSON, TN 38305 | PROSHOT CONCRETE 4158 MUSGROVE DR FLORENCE, AL 39530 | INVERT REPAIR OF 96" PIPE & JOINT REPAIR | 27,500.00 | GARY TAYLOR | Jan-21 | Jan-21 | NO | NO | NA | NO |
| 21-007 | AFP | SEMINOLE CITY | FL | CULVERT | FL DOT DISTRICT 6 111 S MOULD AND BLVD DELAND, FL 32720 | PROSHOT CONCRETE 4158 MUSGROVE DR FLORENCE, AL 39530 | DESILTING & BOX CULVERT REHAB | 220,075.00 | JIM WOODS (P) 407-278-2763 | Jan-21 | Apr-21 | NO | NO | Fidelity & Deposit Co of MD 1299 Zurich Way, 5th Floor Schaumburg, IL 60196 Gregg Tatum 205-414-8100 | NO |
| 21-008 | AFP | BALTIMORE CITY | MD | CULVERT | BALTIMORE COUNTY 111 W. CHESAPEAKE AVE BALTIMORE, MD 21204 | PROSHOT CONCRETE 4158 MUSGROVE DR FLORENCE, AL 39530 | CULVERT REHAB THROUGHOUT THE C | 509,175.00 | SHELDON EPSTEIN (P) 410-887-3711 (F) 410-887-4505 | Jan-21 | Dec-21 | NO | NO | Fidelity & Deposit Co of MD 1299 Zurich Way, 5th Floor Schaumburg, IL 60196 Gregg Tatum 205-414-8100 | NO |
| 21-009 | AFP | WOODSTOCK | GA | CULVERT | CITY OF WOODSTOCK GA 12453 HWY 92 WOODSTOCK, GA 30188 | PROSHOT CONCRETE 4158 MUSGROVE DR FLORENCE, AL 39530 | JUSTIN DRIVE PIPE REHAB RFP: 2021-06 | 49,514.00 | JEREMY PARKER (P) 770-592-6000 jparker@woodstockga.gov | Jan-21 | Feb-21 | NO | NO | Fidelity & Deposit Co of MD 1299 Zurich Way, 5th Floor Schaumburg, IL 60196 Gregg Tatum 205-414-8100 | NO |
| 21-011 | AFP | S. FULTON | GA | CULVERT | CITY OF S. FULTON-PUBLIC WORKS 6095 BOAT ROCK BLVD SUITE A ATLANTA, GA 30338 | PROSHOT CONCRETE 4158 MUSGROVE DR FLORENCE, AL 39530 | LOCK LOMUND TRAIL | 76,516.00 | ROMAN CAREY JACOBS ENGINEERING (P) 470-602-5792 (F) 470-602-5792 | Mar-21 | Mar-21 | NO | NO | NA | NO |
| 21-013 | TM | LORETTA | TN | CULVERT | CITY OF LORETTA, TN P.O. BOX 176 LORETTA, TN 38469 | PROSHOT CONCRETE 4158 MUSGROVE DR FLORENCE, AL 39530 | INVERT REPAIR OF 80" PIPE CLAX BRANCH ROAD | 4,400.00 | JESSE TURNER MAYOR jturner@cityofloretta.com | Feb-21 | Feb-21 | NO | NO | NA | NO |
| 21-014 | AFP | FREDERICKSBURG | VA | CULVERT | CHESAPEAKE EXPRESS 7828 BERK LANE BALTIMORE, MD 21237 | PROSHOT CONCRETE 4158 MUSGROVE DR FLORENCE, AL 39530 | CULVERT REPAIR @ EXTRA STORAGE SPACE FACILITY | 62,188.00 | BILL COCHRAN (P) 443-596-5727 | Mar-21 | Mar-21 | NO | NO | NA | NO |
| 21-015 | TM | CHIPLEY | FL | CULVERT | FL DOT - DISTRICT 3 1074 HWY 90 CHIPLEY, FL 32428 | PROSHOT CONCRETE 4158 MUSGROVE DR FLORENCE, AL 39530 | PIPE LINER INSTALL, DEWATER, DESI & REMOVE DEBRIS E3U29 | 129,000.15 | WYANNE EDWARDS (P) 850-330-1764 wyanne.edwards@dot.state.fl.us | Mar-21 | Apr-21 | NO | NO | Fidelity & Deposit Co of MD 1299 Zurich Way, 5th Floor Schaumburg, IL 60196 Gregg Tatum 205-414-8100 | NO |
| 21-016 | TM | MUSCLE SHOALS | AL | CULVERT | CITY OF MUSCLE SHOALS 919 E. AVALON, STE B MUSCLE SHOALS, AL 35661 | PROSHOT CONCRETE 4158 MUSGROVE DR FLORENCE, AL 39530 | JOINT REPAIRS OF 60" CMP | 2,000.00 | BRAD WILLIAMS (P) 256-320-1125 brad@rockvillegroup.com | Apr-21 | Apr-21 | NO | NO | NA | NO |
| 21-018 | AFP | SCHUYLKILL | PA | CULVERT | PENN DOT 1101 S FRONT ST HARRISBURG, PA 17104 | FABCOR 1205 MID VALLEY DR JESSUP, PA 18434 | REHAB OF CMP CULVERT - 2 PIPES EGMS 105952 | 144,190.00 | PAT MEEHAN (P) 570-840-0093 pmeehan@fabcorp.com | Apr-21 | Apr-21 | NO | NO | NA | NO |
| 21-020 | AFP | DUNDALK | MD | CULVERT | CONTINENTAL REALTY CORP 1138 MERRITT BLVD DUNDALK, MD 21222 | PROSHOT CONCRETE 4158 MUSGROVE DR FLORENCE, AL 39530 | CULVERT REPAIR @ BOWLING ALLEY 1101 MERRITT BLVD DUNDALK, MD 21222 | 211,160.00 | BILL COCHRAN (P) 443-596-5727 | Apr-21 | May-21 | NO | NO | NA | NO |
| 21-021 | AFP | CHARLES CITY | MD | CULVERT | CHARLES CITY, MD 200 BALTIMORE ST LAPLATA, MD 20646 | PROSHOT CONCRETE 4158 MUSGROVE DR FLORENCE, AL 39530 | CULVERT LINING COTTONGRASS ST & OTHERS | 98,862.40 | JOHN KEARN / ART SWAN (P) 301-565-1314 | May-21 | Dec-21 | NO | NO | NA | NO |
| 21-022 | TM | BRENTWOOD | TN | CULVERT | CITY OF BRENTWOOD 1750 GENERAL GEORGE PATTON DR BRENTWOOD, TN 37027 | SULLIVAN ENGINEERING 317 MAIN ST FRANKLIN, TN 37064 | 2021 PIPE REPAIR | 200,634.00 | TODD HOPPENSTEDT (P) 615-371-0660 todd.hoppenstedt@cityofbrentwoodtn.gov | May-21 | Dec-21 | NO | NO | NA | NO |
| 21-023 | AFP | HOWARD CITY | MD | STORM DRAIN | CSX RAILROAD 8458 DORSEY RUN RD JESSUP, MD 20794 | COMMERCIAL MAINTENANCE 409-B BETHEL AVE ASTON, PA 19014 | STORM DRAIN REPAIR AT CSX RAILROAD DISTRIBUTION CENTER | 298,582.00 | RICK ORNER (P) 610-567-2394 | May-21 | Jul-21 | NO | NO | NA | NO |

| 21-026 | AFP | GEORGETOWN | DE | CULVERT | TOWN OF GEORGETOWN 38 THE CIRCLE GEORGETOWN, DE 19947 | PROSHOT CONCRETE 4158 MUSGROVE DR FLORENCE, AL 35630 | FRANKLIN ST CULVERT REPAIRS | 127,000.00 | JEFF WARD (P) 302-448-0542 | Jun-21 | NO | NO | NO | N/A | NO |
|--------|------|----------------|----|----------------|--|--|------------------------------------|------------|---|--------|----|----|----|-----|----|
| 21-027 | CC | CHILlicothe | OH | INVERTS | OHIO DOT 650 EASTERN AVENUE CHILlicothe, OH 45601 | PROSHOT CONCRETE 4158 MUSGROVE DR FLORENCE, AL 35630 | INVERT PAVING STATE WIDE 316-21 | 373,820.00 | DAVID WALTON (P) 746-774-8914 david.walton@dot.ohio.gov | Jun-21 | NO | NO | NO | N/A | NO |
| 21-028 | AFP | CARROLL COUNTY | MD | CULVERT | CARROLL COUNTY MD 225 N. CENTER STREET WESTMINSTER, MD 21157 | PROSHOT CONCRETE 4158 MUSGROVE DR FLORENCE, AL 35630 | STORM DRAIN REPAIRS COUNTY WID | 196,622.00 | SONNY CHO (P) 410-396-2149 | Jun-21 | NO | NO | NO | N/A | NO |
| 21-030 | CC | DECATUR | IL | INLET | SANITARY DISTRICT OF DECATUR 501 S. DIPPER LANE DECATUR, IL 62522 | CHRISTY-FOLTZ 740 S. MAIN STREET DECATUR, IL 62521 | SLUDGE INLET REHABILITATION | 48,000.00 | BRIAN BLADE (P) 410-386-2149 brianb@christy-foltz.com | Jun-21 | NO | NO | NO | N/A | NO |
| 21-031 | CC | TUSCUMBIA | AL | CULVERT | ALDOT 295 HIGHWAY 20 EAST TUSCUMBIA, AL 35674 | PROSHOT CONCRETE 4158 MUSGROVE DR FLORENCE, AL 35630 | PIPE CLEANING & 36" INVERT | 562,500.00 | DARNELL SPENCER (P) 256-388-1413 smithian@dot.state.al.us | Jun-21 | NO | NO | NO | N/A | NO |
| 21-032 | AFP | HARFORD | MD | STORM DRAIN | HARFORD COUNTY PUBLIC WORKS 212 S BOND ST. 3RD FLOOR BEL AIR, MD 21014 | PROSHOT CONCRETE 4158 MUSGROVE DR FLORENCE, AL 35630 | STORM DRAIN GUNITE REPAIR | 133,000.00 | NAVEED SHAH (P) 410-638-4109 EXT 1395 | Jun-21 | NO | NO | NO | N/A | NO |
| 21-033 | AFP | CAPE CANAVERAL | FL | FLAME DIVERTER | SPACE X 1 ROCKET RD CAPE CANAVERAL, AFS, FL 32920 | PROSHOT CONCRETE 4158 MUSGROVE DR FLORENCE, AL 35630 | FLAME DIVERTER | 108,400.00 | GEORGE GRZYWACZ (P) 569-295-4295 | Jul-21 | NO | NO | NO | N/A | NO |
| 21-034 | AFP | HOWARD COUNTY | MD | STORM DRAIN | HOWARD CITY, DEPT OF PUBLIC WORKS 6751 COLUMBIA GATEWAY DR SUITE 501 COLUMBIA, MD 21046 | PROSHOT CONCRETE 4158 MUSGROVE DR FLORENCE, AL 35630 | STORM DRAIN GUNITE REPAIR | 233,538.00 | MATT WOLF (P) 443-630-9395 | May-21 | NO | NO | NO | N/A | NO |
| 21-036 | CC | DES MOINES | IA | CULVERT | CITY OF DES MOINES, IA 400 ROBERT D RAY DR DES MOINES, IA 50309 | RW EXCAVATING 13293 S 88TH AVE W PRAIRIE CITY, IA | CULVERT | 110,500.00 | CATHERINE WHISENAND (P) 515-994-2648 cwhisenand@rwcexcavating.com | Aug-21 | NO | NO | NO | N/A | NO |
| 21-037 | CC | JACKSON COUNTY | AL | PIPE LINER | ALDOT-NORTH REG-GUNTERSVILLE 23445 HWY 431 N GUNTERSVILLE, AL 35976 | PROSHOT CONCRETE 4158 MUSGROVE DR FLORENCE, AL 35630 | PIPE LINER | 189,000.00 | ZACH BENNETT (P) 256-571-7267 bennezz@dot.state.al.us | Aug-21 | NO | NO | NO | N/A | NO |
| 21-039 | AFP | CLARKSVILLE | TN | CULVERT | CAPARO COMPANY 5577 YOUNGSTOWN WARREN RD NILES, OH 44446 | PROSHOT CONCRETE 4158 MUSGROVE DR FLORENCE, AL 35630 | CULVERT REPAIR | 89,130.00 | MIKE BOYLE (P) 330-747-2661 | Oct-21 | NO | NO | NO | N/A | NO |
| 21-041 | AFP | ASHVILLE | NC | CULVERT | MOOG'S MUSIC 160 BROADWAY ST ASHVILLE, NC 28804 | PROSHOT CONCRETE 4158 MUSGROVE DR FLORENCE, AL 35630 | CULVERT REPAIR | 9,000.00 | MIKE ADAMS (P) 828-238-0124 | Sep-21 | NO | NO | NO | N/A | NO |
| 21-042 | TONY | PHENIX CITY | AL | CULVERT | CITY OF PHENIX CITY 1206 7TH AVE PHENIX CITY, AL 36868 | PROSHOT CONCRETE 4158 MUSGROVE DR FLORENCE, AL 35630 | CULVERT REPAIR | Mark | MICHAEL PATILLO (P) 334-448-2766 | Sep-21 | NO | NO | NO | N/A | NO |
| 21-043 | AFP | FAIRFAX | VA | CULVERT | STORMWATER MAINT. & CLEANING 10944 BEAVER DAM RD, SUITE C HUNT VALLEY, MD 21030 | PROSHOT CONCRETE 4158 MUSGROVE DR FLORENCE, AL 35630 | CULVERT REPAIR | 29,265.00 | GREG HARLESS (P) 443-268-0216 | Oct-21 | NO | NO | NO | N/A | NO |
| 21-044 | AFP | BEL AIR | MD | CULVERT | BEL AIR SOUTH COMMUNITY HOA 2258 N. COLGATE CIRCLE BEL AIR, MD 21015 | PROSHOT CONCRETE 4158 MUSGROVE DR FLORENCE, AL 35630 | CULVERT REPAIR | 29,198.00 | MIKE STASKY (P) 443-515-5800 | Oct-21 | NO | NO | NO | N/A | NO |

PROSHOT CONCRETE, INC 2020 JOB LISTINGS CULVERT REPAIR

| JOB NO. | SALES | LOCATION | ST | TYPE | OWNER | GEN CONTRACTOR | DESCRIPTION | CONTRACT AMOUNT | CONTACT & PHONE | START DATE | COMPLTN DATE |
|---------|-------|---------------------------------|----|---------------------|--|--|---|-----------------|--|------------|--------------|
| 20-003 | TM | JACKSON | TN | CUL | MSAB, LLC 621 OLD HICKORY BLVD JACKSON, TN 38305 | PROSHOT CONCRETE 4158 MUSGROVE DR FLORENCE, AL 35630 | SHOTCRETE 36" CMP INVERT | 36,720.00 | BRANDON BUCHANAN (P) 731-300-3071 BUCHANANREALTYGROUP@GMAIL.COM | Jan-20 | Jan-20 |
| 20-005 | AFP | HOWARD CO | MD | STORM DRAIN REPAIRS | HOWARD COUNTY, MD DEPT OF PUBLIC WORKS 6751 COLUMBIA GATEWAY DR., SUITE 501 COLUMBIA, MD 21046 | PROSHOT CONCRETE 4158 MUSGROVE DR FLORENCE, AL 35630 | STORM DRAIN GUNITE REPAIRS PIGGY BACK BALTIMORE COUNTY CONTRACT | 200,000.00 | MATT WOLF (P) 443-630-9395 | Jan-20 | Dec-20 |
| 20-006 | AFP | ANNE ARUNDEL COUNTY | MD | CUL | ANNE ARUNDEL COUNTY, MD 1595 SKINNERS TURN RD, OWINGS, MD 20736 | STROEHECKER, INC. 1595 SKINNERS TURN RD, OWINGS, MD 20736 | VARIOUS CULVERS / HEADWALLS ANNE ARUNDEL COUNTY MD | 100,000.00 | JIMMY STROEHECKER (P) 410-257-9136 443-336-0053 | Jan-20 | Dec-20 |
| 20-007 | AFP | BALTIMORE CO | MD | CUL | BALTIMORE COUNTY, MD 111 W. CHESAPEAKE AVE BALTIMORE, MD 21204 | PROSHOT CONCRETE 4158 MUSGROVE DR FLORENCE, AL 35630 | CULVERT REHABILITATION THROUGHOUT THE COUNTY FY 18-FY20 | 150,000.00 | SHELDON EPSTEIN (P) 410-887-3711 (F) 410-887-4505 | Jan-20 | Dec-20 |
| 20-008 | AFP | SILVER SPRING MONTGOMERY COUNTY | MD | CUL | MONTGOMERY COUNTY | D&F CONSTRUCTION 4017 PENN BELT PLACE FORRESTVILLE, MD 20747 | CULVERT REHAB | 42,600.00 | MARK BRONSON (P) 240-674-8977 | Feb-20 | Jan-20 |
| 20-009 | TM | FAYETTE | AL | PIPE LINING | ALDOT-WC REG HAMILTON DIST 59 PO BOX 717 HAMILTON, AL 35570 | PROSHOT CONCRETE 4158 MUSGROVE DR FLORENCE, AL 35630 | PO# D00 12 2000002075 48" PIPE LINER | 35,499.98 | WES SPILLER (P) 205-921-2117 SPILLER@DOT.STATE.AL.US | Jan-20 | Dec-22 |
| 20-012 | AFP | CHARLES CO | MD | CUL | CHARLES COUNTY, MD 200 BALTIMORE ST LAPLATA, MD 20646 | PROSHOT CONCRETE | CULVERT LINING - PINEFIELD RD TAWNY DR / SHEARWATER DR | 150,000.00 | JOH KEARN ART SWANN (P) 301-885-1314 | Jan-20 | Dec-20 |
| 20-013 | AFP | HARFORD | MD | STORM DRAIN | HARFORD COUNTY PUBLIC WORKS 212 S. BOND ST., 3RD FLOOR BEL AIR MD 21014 | PROSHOT CONCRETE 4158 MUSGROVE DR FLORENCE, AL 35630 | STORM DRAIN GUNITE REPAIR PROGRAM (BID 18-175) WITH 2 RENEWAL PERIODS ONE-YEAR CONTRACT WITH RENEWAL | 200,000.00 | NAVEED SHAH (P) 410-638-4109 X 1395 (F) 410-893-3849 | Jan-20 | Dec-20 |
| 20-014 | PAM | WARNER ROBBINS | GA | CULVERT | TREWORKD ENVIRONMENTAL 533 N BETHANY RD MCDONOUGH, GA 30252 | PROSHOT CONCRETE 4158 MUSGROVE DR FLORENCE, AL 35630 | SHOTGRETTE LINING OF 54" CMP LOWES PARKING LOT | 41,860.00 | GERALD PHILLIPS (P) 770-826-9189 | Jan-20 | Feb-20 |
| 20-015 | TM | FAYETTE CO | TN | CUL | TN DOT 1774 HWY 64 EAST COVINGTON, TN 38019 | PROSHOT CONCRETE 4158 MUSGROVE DR FLORENCE, AL 35630 | CONTRACT NO CNT333 | 96,286.40 | KATIE MCGINNIS, PE (P) 901-475-2519 KATIE.MCGINNIS@TN.GOV | Jan-20 | May-20 |
| 20-018 | TM | COLUMBUS | OH | SEWER | CITY OF COLUMBUS DEPT OF PUBLIC UTILITIES 910 DUBLIN ROAD RM 3012 COLUMBUS, OHIO 43215 | PROSHOT CONCRETE 4158 MUSGROVE DR FLORENCE, AL 35630 | ALUM CREEK TRUNK MIDDLE SANITARY SEWER REHAB PROJECT CIP # 650725-100016 PHASE C | 5,729,118.30 | MIKE PETTIFORD (P) 614-645-0484 (F) 614-645-8019 | May-20 | Dec-20 |
| 20-019 | TM | BRENTWOOD | TN | CUL | CITY OF BRENTWOOD, TN 1750 GENERAL GEORGE PATTON BRENTWOOD, TN 37027 | PROSHOT CONCRETE 4158 MUSGROVE DR FLORENCE, AL 35630 | 2020 PIPE REPAIR IN THE CITY OF BRENTWOOD, TN | 500,000.00 | TODD HOPPENSTEDT (P) 615-371-0080 TODD.HOPPENSTEDT@BRENTWOODTN.GOV | May-20 | May-22 |

| | | | | | | | | | | | |
|--------|-------|----------------|---------|------------|--|---|--|------------|--|--------|--------|
| 20-020 | TM | DEKALB CO | GA | CUL | DEKALB COUNTY PUBLIC WORKS | PROSHOT CONCRETE 4158 MUSGROVE DR FLORENCE, AL 35630 | SHOTCRETE RESTORATIVE SERVICE FOR STORMWATER PROJECT | 74,400.00 | TINA T PHAN (P) 404-371-6331 (F) 404-371-7006 | Feb-20 | Dec-21 |
| 20-022 | AFP | WASHINGTON | DC | SEWER | DC WATER | ANCHOR CONSTRUCTION 2254 25TH PLACE NE WASHINGTON DC 20018-3144 | SEWER REPAIR FOR DC WATER THROUGH ANCHOR CONST. | 250,000.00 | JILL WEST ANCHOR CONST (P) 410-802-5540 | Jan-20 | Dec-22 |
| 20-023 | AFP | SPRINGFIELD | VA | CUL | VDOT | A & M CONCRETE 32685 DULLES TRADE COUESALL RD OFF RAMP STERLING, VA 20166 | 1-395 TURKEYCOCK SLIP RAMP | 57,300.00 | BRIAN GROVER A & M CONCRETE (P) 703-928-2261 | Mar-20 | Dec-20 |
| 20-025 | AFP | GEORGETOWN | DE | CUL | TOWN OF GEORGETOWN 39 THE CIRCLE GEORGETOWN, DE 19947 | PROSHOT CONCRETE 4158 MUSGROVE DR FLORENCE, AL 35630 | GEORGETOWN CULVERT REPAIRS | 261,000.00 | JEFF WARD (P) 302-448-0542 | Mar-20 | Aug-20 |
| 20-027 | PM | GLADES CO | FL | CUL | FLORIDA DOT - DBI 6395 TOWER LANE SARASOTA, FL 34240 | PROSHOT CONCRETE 4158 MUSGROVE DR FLORENCE, AL 35630 | DBI BRIDGE REPAIRS # 090055 | 48,532.00 | KENNETH AKERS (P) 941-341-9300 KENNETH.AKER@DBISERVICES.COM | Apr-20 | Apr-20 |
| 20-029 | AFP | ERIC COUNTY | PA | CUL | PENNDOT - ERIE COUNTY 235 ELM ST OIL CITY, PA 1631 | PROSHOT CONCRETE 4158 MUSGROVE DR FLORENCE, AL 35630 | CULVERT REHAB - EGMIS 106443 | 287,000.00 | DAX NULPJ (P) 814-878-7126 | May-20 | Jul-20 |
| 20-031 | TONY | WASHINGTON | IN | CUL | MIKE SIDLEY CHERRY TREE PLAZA WASHINGTON, IN 47501 | PROSHOT CONCRETE 4158 MUSGROVE DR FLORENCE, AL 35630 | SHOTCRETE 42' INVERT AT CHERRY TREE MALL | 49,600.00 | MIKE SIDLEY SIDLEYLAW@EARTH.LINK.COM | Apr-20 | Apr-20 |
| 20-032 | AFP | ROMNEY | WV | CUL | HAMPSHIRE GAS 114 HAMPSHIRE GAS RD ROMNEY, WV 26757 | SUBMAR, INC 1711 DUNN ST HOUMA, LA 70360 LEE MARTIN - 931-232-1857 | COMPRESSOR LAKE DAM CULVERT REPAIRS | 91,920.00 | RYAN MILLER (P) 703-750-4872 jrwelton@submark.com | Apr-20 | Jul-72 |
| 20-034 | TM | MUSCLE SHOALS | AL | CUL | CITY OF MUSCLE SHOALS 919 EAST AVALON, STE B MUSCLE SHOALS, AL | CIVIL GROUP | JOINT REPAIRS OF 60' CMP | 15,750.00 | BRAD WILLIAMS, PE (P) 256-320-1125 BRAD@GOCVILGROUP.COM | Apr-20 | May-20 |
| 20-036 | TM | EUFULA | AL | CUL | CITY OF EUFAULA 205 EAST BARBOUR STREET EUFAULA, AL 36027 | PROSHOT CONCRETE 4158 MUSGROVE DR FLORENCE, AL 35630 | CYPRESS COVE STREET STORM DRAINAGE PIPE REHABILITATION | 106,400.00 | TIM BRANNON SUPERINTENDENT (P) 334-687-1236 (F) 334-687-1239 | Apr-20 | May-20 |
| 20-037 | TM | VARIOUS | VARIOUS | PIPE LINER | VARIOUS | PROSHOT CONCRETE 4158 MUSGROVE DR FLORENCE, AL 35630 | 30' OR LESS DIAMETER PIPE LINING | 298,813.00 | RAY OR BRANDI STOVER (P) 256-231-0011 © 256-530-3864 | Apr-20 | Apr-20 |
| 20-038 | CRAIG | CRAWFORDSVILIN | CUL | CUL | INDIAN DEPT OF TRANS | TEMPLE & TEMPLE EXCAVATING & PAVING 1367 SOUTH STATE RD 60 SALEM, IN 47167 | IN DOT CONTRACT R-37788 SMALL STRUCTURE PIPE LINING CRAWFORDSVILL DISTRICT | 394,700.00 | PIPEWORKSOLUTIONSLLC2012@GMAIL.COM BROOKLYN MARTIN (P) 812-833-2264 BROOKLYNM@TEMPLEANDTEMPLE.COM | Jun-20 | Dec-20 |
| 20-040 | AFP | CARROLL CO | MD | CUL | CARROLL COUNTY 225 N. CENTER ST WESTMINSTER, MD 21157 | PROSHOT CONCRETE 4158 MUSGROVE DR FLORENCE, AL 35630 | STORM DRAIN REPAIRS PIGGYBACK BALTIMORE COUNTY CONTRACT | 200,000.00 | ERIC SILVERMAN (P) 410-386-6717 (F) 410-876-8978 | May-20 | Dec-20 |

| | | | | | | | | | | | |
|--------|-----|-------------------|----|---------|---|--|--|------------|--|--------|--------|
| 20-042 | TM | MARIETTA | OH | CUL | OHIO DOT DISTRICT 10 338 MUSKINGUM DRIVE MARIETTA, OH 45760 | PROSHOT CONCRETE 4158 MUSGROVE DR FLORENCE, AL 35630 | INVERT PAVING IN VARIOUS COUNTIES CONTRACT 316-20 | 200,000.00 | JOHN COEN (P) 740-568-3966 JOHN.COEN@DOT.OHIO.GOV | Jun-20 | Dec-20 |
| 20-043 | TM | JACKSON | TN | CUL | PILOT TRAVEL CENTERS LLC 5508 LONAS ROAD KNOXVILLE, TN 37909 | PROSHOT CONCRETE 4158 MUSGROVE DR FLORENCE, AL 35630 | REPAIR 96' CMP AT 1-40 EXIT 85 CHRISTMASVILLE RD PILOT # 366-04 | 310,500.00 | ROBIN DUJES (P) 865-474-3499 ROBIN.DUJES@PILOTTRAVELCENTER.COM | Jun-20 | Dec-20 |
| 20-046 | AFP | WESTON | CT | CUL | TOWN OF WESTON, CT 56 NORFIELD RD WESTON, CT 06883 | PROSHOT CONCRETE 4158 MUSGROVE DR FLORENCE, AL 35630 | CULVERT LINING - TIMBER MILL LANE | 34,730.00 | JOHN CONTE 203-222-2680 | Aug-20 | Dec-20 |
| 20-048 | AFP | NEW BRIGHTON | PA | CUL | TOWN OF WEST MAYFIELD 3700 W 9TH ST BEAVER FALLS, PA 15010 | PROSHOT CONCRETE 4158 MUSGROVE DR FLORENCE, AL 35630 | CULVERT REPAIRS | 64,400.00 | EIJI KOSANMICH 724-910-1955 | Sep-20 | Dec-20 |
| 20-052 | TM | TROY | AL | CULVERT | AL DOT 299 ELBA HWY / HWY 87 S TROY, AL 36079 | PROSHOT CONCRETE 4158 MUSGROVE DR FLORENCE, AL 35630 | PIPE INSPECTIONS/PIPE LINING STORM DRAIN SERVICES IWA 012 200000000345 | 100,000.00 | ROBBIE SPEIGNER 334-353-8824 SPEIGNERR@DOT.STATE.US | Sep-20 | Dec-20 |
| 20-054 | AFP | ANDERSON TOWNSHIP | OH | CULVERT | ANDERSON TOWNSHIP OH 7850 FIVE MILE RD ANDERSON TOWNSHIP OH 45230 | PROSHOT CONCRETE 4158 MUSGROVE DR FLORENCE, AL 35630 | COPPERGLOW CT - CULVERT REHABILITATION | 147,600.00 | ERIC LJGINBUHL PH: 513-888-8400 F: 513-276-8948 | Sep-20 | Dec-20 |
| 20-057 | AFP | LORTON | VA | CULVERT | SUNBELT RENTAL 7909 KINCANNON PLACE LORTON, VA 22079 | PROSHOT CONCRETE 4158 MUSGROVE DR FLORENCE, AL 35630 | STORM DRAIN DENTENTION FACILITY | 64,906.00 | JOEL THEROS 703-650-8320 | Oct-20 | Oct-20 |
| 20-059 | AFP | ATHENS COUNTY | OH | CULVERT | ATHENS COUNTY, OH 16 S. COURT STREET ATHENS, OH 45701 | PROSHOT CONCRETE 4158 MUSGROVE DR FLORENCE, AL 35630 | CULVERT REPAIRS-ATH-CR25-7.62 | 93,400.00 | DONNIE STEVENS 740-593-5514 DSTEVENS@athensoh.org | Sep-20 | Sep-20 |
| 20-063 | AFP | VANDALLA | OH | CULVERT | CITY OF VANDALLA OHIO 333 JAMES E. BOHANNAN VANDALLA, OH 45377 | PROSHOT CONCRETE 4158 MUSGROVE DR FLORENCE, AL 35630 | BUTTERCUP AVENUE STORM SEWER LINING | 48,795.00 | ROB CRON 937-415-2323 RCRON@vandalliaohio.org | Nov-20 | Dec-20 |

PROSHOT CONCRETE, INC. 2019 JOB LISTINGS CULVERTS

| JOB NO. | SALES LOCATION | ST | TYPE | OWNER | GENL CONTRACTOR | DESCRIPTION | CONTRACT AMOUNT | CONTACT & PHONE | START DATE | COMPLTN DATE | LIQUIDATED DAMAGE | LEGAL ACTION OWNER | LEGAL ACTION | BONDING CO |
|---------|----------------------|----|-------------|---|---|---|-----------------|---|------------|--------------|-------------------|--------------------|--------------|------------|
| 19-001 | APP ANNE ARUNDEL CO. | MD | CULVERT | ANNE ARUNDEL COUNTY, MD | STROHECKER, INC. 1595 SKINNERS TURN RD. OWINGS, MD 20736 | CROFTON LANE AND VARIOUS TRENCHLESS PIPE REPAIR | 386,510.00 | RICK LARRIMORE | Jan-19 | Dec-19 | NO | NO | NO | N/A |
| 19-002 | APP BUNCOMBE CO. | NC | CULVERT | INC DOT 20 OLD US 74 ASHEVILLE, NC 28603 | PROSHOT CONCRETE, INC. | HUNTDALE CULVERT REPAIR PO # 3600044164 | 53,480.00 | JUSTIN RICE PH. 823-298-1128 | Mar-19 | Mar-19 | NO | NO | NO | N/A |
| 19-003 | APP HANFORD CO | MD | TORM DRAIN | HANFORD COUNTY PUBLIC WORKS 12 S. BOND ST. 3RD FLOOR BEL AIR, MD 21014 | PROSHOT CONCRETE, INC. | STORM DRAIN GUNITE REPAIR PROGRAM (BID 18-176) W/2 RENEWAL PERIODS ONE YEAR CONTRACT W/ RENEWAL | 320,432.00 | NAVEED SHAH PH. 410-634-1108 X.1395 F. 410-695-3849 | Jan-19 | Dec-19 | NO | NO | NO | N/A |
| 19-004 | APP BALTIMORE CO. | MD | CULVERT | BALTIMORE COUNTY, MD 111 W. CHESAPEAKE AVE. BALTIMORE, MD 21204 | PROSHOT CONCRETE, INC. | CULVERT REHABILITATION THROUGH THE COUNTY MAINTENANCE CONTRACT | 462,748.00 | SHELDON EPSTEIN PH. 410-387-3711 F. 410-387-4605 | Jan-19 | Dec-19 | NO | NO | NO | N/A |
| 19-005 | APP HOWARD CO. | MD | TORM DRAIN | HOWARD CO. MD /DEPT OF PUBLIC WORKS 6751 COLUMBIA GATEWAY DR. SUITE 501 COLUMBIA, MD 21046 | PROSHOT CONCRETE, INC. | STORM DRAIN GUNITE REPAIRS PIGGY BACK BALTIMORE COUNTY CONTRACT | 363,176.00 | HOWARD SHIEH PH. 410-313-7471 | Jan-19 | Dec-19 | NO | NO | NO | N/A |
| 19-006 | APP NORTH VERSAILLES | PA | CULVERT | TOWNSHIP OF NORTH VERSAILLES | GLENN ENGINEERING | REHABILITATION OF CORRUGATED METAL PIPE (DIX DR. & BACH DR.) | 86,000.00 | BOB ZISCHAU PH. 412-824-5672 | Feb-19 | Feb-19 | NO | NO | NO | N/A |
| 19-007 | APP WASHINGTON | DC | SEWER | DC WATER 5000 OVERLOOK AVE SW WASHINGTON DC 20032 | ANCHOR CONSTRUCTION 2294 25TH PLACE NE WASHINGTON, DC 20018 | SEWER REPAIR FOR DC WATER THROUGH ANCHOR CONSTRUCTION | 376,422.00 | JILL WIEST PH. 410-302-5540 | Jan-19 | Dec-19 | NO | NO | NO | N/A |
| 19-008 | APP CARROLL CO. | MD | CULVERT | CARROLL COUNTY 225 N. CENTER ST. WESTMINSTER, MD 21157 | PROSHOT CONCRETE, INC. | STORM DRAIN REPAIRS PIGGY BACK BALTIMORE COUNTY CONTRACT | 364,688.00 | ERIC SILVERMAN PH. 410-366-9717 F. 410-366-9978 | Jan-19 | Dec-19 | NO | NO | NO | N/A |
| 19-009 | APP CHARLES CO. | MD | CULVERT | CHARLES CO., MD 200 BALTIMORE ST. LAPLATA, MD 20646 | PROSHOT CONCRETE, INC. | CULVERT LINING PINEFIELD RD / SCENIC MEADOW / ARIEL CT. | 170,922.00 | JOHN KEARNY / ART SWANN PH. 301-585-1914 | Jan-19 | Dec-19 | NO | NO | NO | N/A |
| 19-010 | APP HANCOCK CO. | IN | CULVERT | HANCOCK COUNTY 327 W. OSAGE ST. GREENFIELD, IN 46140 | PROSHOT CONCRETE, INC. | CULVERT (4) REHABILITATION PROJECT | 100,600.00 | RYAN HARTLEY PH. 317-477-1130 F. 317-477-1156 | Apr-19 | May-19 | NO | NO | NO | N/A |
| 19-012 | PAM LAKE CITY | FL | CULVERT | FL DOT DISTRICT 2 11999 SOUTH MARION AVE. LAKE CITY, FL 32025 | M & J CONSTRUCTION 809 SAFFORD AVE. TARPOON SPRINGS, FL 34688 | CONTRACT #2X363 FL DOT DESILT & SHOTCRETE SURFACE OF BRIDGE CULVERT #350647 | 321,496.67 | JAMES BOUTZOUKAS, VP PH. 813-975-5000 F. 727-934-4665 | Jan-19 | Apr-19 | NO | NO | NO | N/A |
| 19-014 | PAM NASHVILLE | TN | TUNNEL | CONSTELLATION NEWMERGENCY, INC 90 PEARSON ST. NASHVILLE, TN 37210 | PROSHOT CONCRETE, INC. | TUNNEL DAMAGE REPAIRS - 4 LOCATIONS | 354,172.00 | EDDIE WISDOM PH. 615-742-4883 F. 615-742-9973 | Feb-19 | Apr-19 | NO | NO | NO | N/A |
| 19-015 | APP HOWARD COUNTY | MD | TORM DRAIN | CSX RAILROAD 9459 DORSEY RUN ROAD JESSUP, MD | COMMERCIAL MAINTENANCE 406-B BETHEL AVE. ASTON, PA 19014 | STORM DRAIN REPAIRS AT CSX RAILROAD DISTRIBUTION CENTER | 260,870.00 | RICK ORNER PH. 610-587-2334 | Feb-19 | Mar-19 | NO | NO | NO | N/A |
| 19-018 | PAM OSCEOLA COUNTY | FL | CULVERT | FL DOT - DISTRICT 6 719 S. WOODLAND BLVD. DELAND, FL 32720 | PROSHOT CONCRETE, INC. | CONTRACT ES248 DISTRICT 5 US 441 CULVERT SHOTCRETE REPAIRS | 521,373.04 | CHARLES M. HEFFINGER JR., P.E. PH. 321-319-8101 | Mar-19 | Jun-19 | NO | NO | NO | N/A |
| 19-019 | PAM FAYETTE | AL | PIPE LINING | ALABAMA DOT FAYETTE DIST. 51 PO BOX 865 FAYETTE, AL 35555 | PROSHOT CONCRETE, INC. | PO DOB 012 19000002638 | 21,232.00 | BRIAN LATHAM DIST. ENG. PH. 205992-8930 | Feb-19 | Feb-19 | NO | NO | NO | N/A |
| 19-020 | PAM VANDENBURG | IN | CULVERT | INDIANA DEPT. OF TRANSPORTATION 230 N. BOND STREET SUITE D SCOTT'SBURG, IN 47170 | T & T PIPE RENOVATIONS | SMALL STRUCTURE PIPE LINING VINCENNES DISTRICT | 354,268.00 | PATRICK HOWSER PH. 812-595-6513 | Mar-19 | May-19 | NO | NO | NO | N/A |
| 19-022 | APP CRANBERRY | PA | CULVERT | CRANBERRY TOWNSHIP, PA 2525 ROCHESTER ROAD CRANBERRY TOWNSHIP, PA 16066 | PROSHOT CONCRETE, INC. | REHABILITATION OF CORRUGATED METAL PIPE ON NORTH BOUNDARY ROAD | 15,645.00 | BOB HOWLAND PH. 724-956-6831 F. 724-776-6189 | Feb-19 | Feb-19 | NO | NO | NO | N/A |
| 19-023 | PAM JACKSON | TN | CULVERT | CITY OF JACKSON, TN 101 EAST MAIN STREET JACKSON, TN 38301 | PROSHOT CONCRETE, INC. | PIPE CLEANING & LINING 60" DIAMETER | 58,950.00 | SCOTT CHANDLER PH. 731-425-8201 schandler@shofjackson.net | Mar-19 | Mar-19 | NO | NO | NO | N/A |
| 19-024 | PAM TUSCUMBIA | AL | CULVERT | ALABAMA DOT N REGION 265 HIGHWAY 20 EAST TUSCUMBIA, AL 35674 | PROSHOT CONCRETE, INC. | 48" 54' & 66" SHOTCRETE LINER HWY 43 TUSCUMBIA HWY 19 FRANKLIN COUNTY HWY 172 FRANKLIN COUNTY | 114,325.50 | DALLON OGLE PH. 256-369-1413 smithham@dot.state.al.us | Mar-19 | Apr-19 | NO | NO | NO | N/A |
| 19-025 | PAM FLORENCE | AL | CULVERT | ALABAMA DOT N REGION 265 HIGHWAY 20 EAST TUSCUMBIA, AL 35674 | PROSHOT CONCRETE, INC. | REPAIRS TO COLLAPSED PIPE AT 1956 FLORENCE BLVD. | 289,840.00 | DERRICK SIMPSON PH. 256-339-1441 simspond@dot.state.al.us | Mar-19 | May-19 | NO | NO | NO | N/A |
| 19-027 | PAM GALLIA COUNTY | OH | CULVERT | OHIO DOT DISTRICT 10 338 MUSKINGUM DRIVE MARIETTA, OH 45730 | PROSHOT CONCRETE, INC. | INVERT PAVING SR 554 CULVERT CONTRACT 31618-1 PO 33519 | 222,327.00 | JOHN COEN PH. 740-566-3996 | Mar-19 | Mar-19 | NO | NO | NO | N/A |

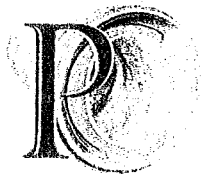
| | | | | | | | | | | | | | | |
|--------|-----|-----------------|----|---------|--------------------------------------|--|--|------------|---|--------|----|----|----|-----|
| 19-028 | AFP | FAIRFAX | VA | CULVERT | APARTMENT COMPLEX | STORMWATER MAINTENANCE & REHABILITATION OF CORRUGATED METAL PIPE - EATON PLACE & WILLOWOOD PLAZA | 10944 BEAVER DAM RD. HUNT VALLEY, MD 21030 | 86,849.00 | JEFF FISHER PH. 717-887-6396 | Apr-19 | NO | NO | NO | N/A |
| 19-030 | PAM | KNOX CO. | IN | CULVERT | IN DOT | INFRASTRUCTURE SYSTEMS, INC. 260 WEST VINCENNES STREET ORLEANS, IN 47452 | IN DOT R-39382-A SMALL STRUCTURE PIPE LINING & PAVED INVERT, DAVISS & KNOX COUNTIES | 132,044.00 | JON STALKER PH. 812-965-3309 jstalker@infrastructure-systems.com ANDREW PINKSTAFF - ENGINEER VINCENNES DISTRICT - INDOT PH. 812-921-6990 | Apr-19 | NO | NO | NO | N/A |
| 19-031 | PAM | KNOX CO. | IN | CULVERT | IN DOT | INFRASTRUCTURE SYSTEMS, INC. 260 WEST VINCENNES STREET ORLEANS, IN 47452 | IN DOT R-39411-A SMALL STRUCTURE PIPE LINING & PAVED INVERT, GIBSON & KNOX COUNTIES | 137,026.50 | JON STALKER PH. 812-965-3309 jstalker@infrastructure-systems.com ANDREW PINKSTAFF - ENGINEER VINCENNES DISTRICT - INDOT PH. 812-921-6990 | Apr-19 | NO | NO | NO | N/A |
| 19-033 | PAM | PERRY COUNTY | IN | CULVERT | INDIANA DEPARTMENT OF TRANSPORTATION | INFRASTRUCTURE SYSTEMS, INC. 230 N. BOND STREET SUITE D SCOTTSDALE, IN 47170 | IN DOT CONTRACT R-39381 SMALL STRUCTURE PIPE LINING VINCENNES DISTRICT | 49,000.00 | PATRICK HOWSWER PH. 812-595-6313 | Apr-19 | NO | NO | NO | N/A |
| 19-034 | PAM | SULLIVAN COUNTY | IN | CULVERT | INDIANA DEPARTMENT OF TRANSPORTATION | TEMPLE & TEMPLE EXCAVATING & PAVING 1387 SOUTH STATE ROAD 60 SALEM, IN 47167 | IN DOT CONTRACT R-39382 SMALL STRUCTURE PIPE LINING SULLIVAN COUNTY | 142,945.00 | PATRICK HOWSWER PH. 812-595-6313 | Apr-19 | NO | NO | NO | N/A |
| 19-035 | AFP | DESS MOINES | IA | CULVERT | CITY OF DES MOINES | PROSHOT CONCRETE, INC. 400 ROBERT D. RAY DR. DESS MOINES, IA 50309-1891 | GRAY ST. CONCRETE CULVERT REHABILITATION | 693,844.00 | MATT BECKER PH. 515-283-4026 mbeck@proshot.com | Jun-19 | NO | NO | NO | N/A |
| 19-036 | AFP | WARREN COUNTY | PA | CULVERT | PENNDOT - WARREN COUNTY | PROSHOT CONCRETE, INC. SR 158, B45 HARRISBURG, PA 17104 | CULVERT REHAB - CONTRACT NO. 110411 | 504,405.01 | Matthew Blasing 874-897-5804 mblasing@pa.gov | Jun-19 | NO | NO | NO | N/A |
| 19-038 | AFP | HAVELOCK | NC | CULVERT | CITY OF HAVELOCK, NC | PROSHOT CONCRETE, INC. PO BOX 363 HAVELOCK, NC 28532 | PIPE INSPECTION WOODHAVEN DRIVE | 23,600.00 | SUSAN alle-19 PH. 252-444-6409 PH. 252-865-0080 vonda.lane@nc.gov | Jun-19 | NO | NO | NO | N/A |
| 19-040 | PAM | MARION CO. | TN | CULVERT | IN DOT | PROSHOT CONCRETE, INC. 7TH FLOOR JAMES K POLK BLDG NASHVILLE, TN 37243 | CONTRACT CNTY14 - MARION CO. | 130,425.00 | VONDA LANE PH. 615-741-0799 vonda.lane@tn.gov | Jul-19 | NO | NO | NO | N/A |
| 19-041 | BM | FORT LAUDERDALE | FL | BRIDGE | FLORIDA DOT - DISTRICT 4 | PROSHOT CONCRETE, INC. 3400 W. COMMERCIAL BLVD. FORT LAUDERDALE, FL 33309 | CONTRACT E646-R0 DISTRICT WIDE BRIDGE REHAB | 116,221.00 | MARGARET SIMPKINS PH. 954-777-4620 | Jul-19 | NO | NO | NO | N/A |
| 19-042 | PAM | DUBOIS COUNTY | IN | CULVERT | INDIANA DEPT. OF TRANS. | TEMPLE & TEMPLE EXCAVATING & PAVING 1367 SOUTH STATE ROAD 60 SALEM, IN 47167 | INDOT CONTRACT R-39399 SMALL STRUCTURE PIPE LINING DUBOIS COUNTY | 509,675.00 | JASON MILLER PH. 812-883-6644 | Jul-19 | NO | NO | NO | N/A |
| 19-044 | PAM | NORTHPORT | AL | CULVERT | WATCO COMPANIES, LLC | CENTURY CONSTRUCTION GROUP 315 W. 3RD ST. 705 ROBERT E LEE DR TUPELO, MS 38801 | WATCO ABS STORAGE EXPANSION 48" CULVERT REHAB | 22,680.00 | DAVID HORTON PH. 662-923-5172 F. 662-844-3002 | Jul-19 | NO | NO | NO | N/A |
| 19-046 | BM | ORLANDO, FL | FL | CULVERT | ST. JOHNS RIVER WATER MGT DISTRICT | WHARTON-SMITH, INC. CONSTRUCTION 750 MONROE ROAD SANFORD, FL 32771 | LITTLE WERKVA RIVER EROSION CONTROL | 849,632.00 | FRANCINE GUILLETTE PH. 407-321-8410 F. 407-327-6994 | Sep-19 | NO | NO | NO | N/A |
| 19-047 | AFP | GARDINER | ME | CULVERT | MAINE DEPT. OF TRANSPORTATION | PROSHOT CONCRETE, INC. 16 STATE HOUSE STATION AUGUSTA, ME 04333 | ROLLING DAM 2 BRIDGE CULVERT REHAB STATE WIN# 018964.00 | 219,450.00 | GEORGE MACDUGALL P.E. PH. 207-624-3553 F. 207-624-3401 | Sep-19 | NO | NO | NO | N/A |
| 19-051 | PAM | COBB COUNTY | GA | CULVERT | TREWORK ENVIRONMENTAL | PROSHOT CONCRETE, INC. 533 N. BETHANY RD. MCDONOUGH, GA 30252 | SHOTCRETE 36" CMP INVERT AT 1262 GREY SQUIRREL CROSSING | 24,060.00 | GERALD PHILLIPS PH. 770-826-9189 | Sep-19 | NO | NO | NO | N/A |
| 19-052 | AFP | CITY OF FAIRFAX | VA | CULVERT | CITY OF FAIRFAX, VA | SAGRES CONSTRUCTION 8350 TERMINAL RD. SUITE A LORTON, VA 22070 | VIRGINIA LODGE TO HUNTINGTON AVE. CULVERT | 29,600.00 | CESSAR MEDOZA PH. 703-924-7220 | Nov-19 | NO | NO | NO | N/A |
| 19-056 | AFP | INDIAN HILL | OH | CULVERT | THE VILLAGE OF INDIAN HILL | PROSHOT CONCRETE, INC. 6625 DRAKE RD. CINCINNATI, OH 45243 | 2019 INDIAN HILL CULVERT REPAIRS | 141,424.92 | KATHLEEN WADE-DORMAN, PE PH. 513-207-5081 KDORMAN@IHILL.ORG | Oct-19 | NO | NO | NO | N/A |
| 19-058 | PAM | PHENIX CITY | AL | CULVERT | CITY OF PHENIX CITY | PROSHOT CONCRETE, INC. 1208 7TH AVE PHENIX CITY, AL 36868 | SHOTCRETE LINING 60" CMP ST. ANDREWS WAY | 62,520.00 | MICHAEL J PATILLO PH. 334-448-2766 MPATILLO@PHENIXCITYAL.US | Oct-19 | NO | NO | NO | N/A |
| 19-065 | PAM | JOHNS CREEK | GA | CULVERT | CITY OF JOHNS CREEK, GA | PROSHOT CONCRETE, INC. 11360 LAKEFIELD DRIVE JOHNS CREEK, GA 30097 | BRUMBLOW ROAD AT CHATTAHOOCHEE RIVER TRIBUTARY | 48,900.00 | ALTON MATTHEWS ALTON.MATTHEWS@JOHNSCREEKGA.GOV | Nov-19 | NO | NO | NO | N/A |

CMP Projects

| Project Name | Location | Owner | Amount | Contact |
|--------------------------------|------------------------------|---|-----------------|--|
| Shotcrete Restorative Services | Rockdale County Georgia | Rockdale County GA 962 Milstead Avenue | \$ 1,055,830.00 | Terrence Simpkins 770-278-7122 |
| Stormwater Projects | | Conyers, GA | | terrence.simpkins@rockdalecountyga.gov |
| Yearly Maintenance Contract | | | | |
| Storm Drain Repairs | Carroll Co Maryland | Carroll County 225 N. Center Street | \$ 335,000.00 | Sonny CHO (410) 386-2149 |
| Yearly Maintenance Contract | | Westminster, MD 21157 | | scho@carrollcountymd.gov |
| Storm Drain Gunite Repair | Harford County Maryland | Harford County Public Works 212 S. Broad Street | \$ 390,000.00 | Naveed Shah (410) 638-4104 |
| Yearly Maintenance Contract | | Bel Air, MD 21014 | | nshah@harfordcountymd.gov |
| Culvert Rehabilitation | Silver Springs Maryland | D&F Construction | \$ 740,000.00 | Mark Brosnan 240-674-8977 mbrosnan@dfcci.net |
| Culvert Repair | Kennesaw, Georgia | City of Kennesaw 2529 J.O. Stephenson Avenue | \$ 455,000.00 | Grey Won 770-421-8582 gwon@kennesaw-ga.gov |
| Wren Way and Lullwater | | Kennesaw, GA 30144 | | |
| Culvert Repair Throughout | Anne Arundel County Maryland | Stroehecker, Inc 1595 Skinners Turn Road Owings, MD 20736 | \$ 305,870.00 | Jimmy Stroehecker 410-257-9136 |
| Shotcrete Restorative Services | DeKalb County GA | DeKalb County Public Works 1300 Commerce Drive | \$ 782,900.00 | Melvin Robinson Operations Manager 404-297-2568 |
| Stormwater Projects | | Decatur, GA 30030 | | mbrobinson@dekalbcountyga.gov |

CMP Projects

| <u>Project Name</u> | <u>Location</u> | <u>Owner</u> | <u>Amount</u> | <u>Contact</u> |
|------------------------|-----------------------------------|---|---------------|---|
| Culvert Repair | Jackson Tennessee | County Hospital 620 Skyline Drive Jackson, TN 38301 | \$ 389,975.00 | Robbie Smith 731-541-6009 robby.smith@wth.org |
| Culvert Repair | York South Carolina | GGC Grading 224 Currence Road Clover, SC 29710 | \$ 785,240.00 | Angie Chepke 704-991-6465 ggcgrading@gmail.com |
| Culvert Rehabilitation | City of Phenix City Alabama | City of Phenix City 1206 7th Avenue Phenix City, AL | \$ 403,488.00 | Michael Patillo 334-448-2766 mpatillo@phenixcityval.us |



**PROSHOT
CONCRETE** INC

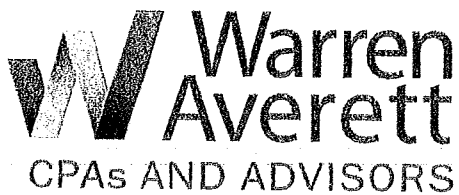
SHOTCRETE CONTRACTORS & ENGINEERS

Financial Data

**PROSHOT CONCRETE, INC.
AND SUBSIDIARIES**

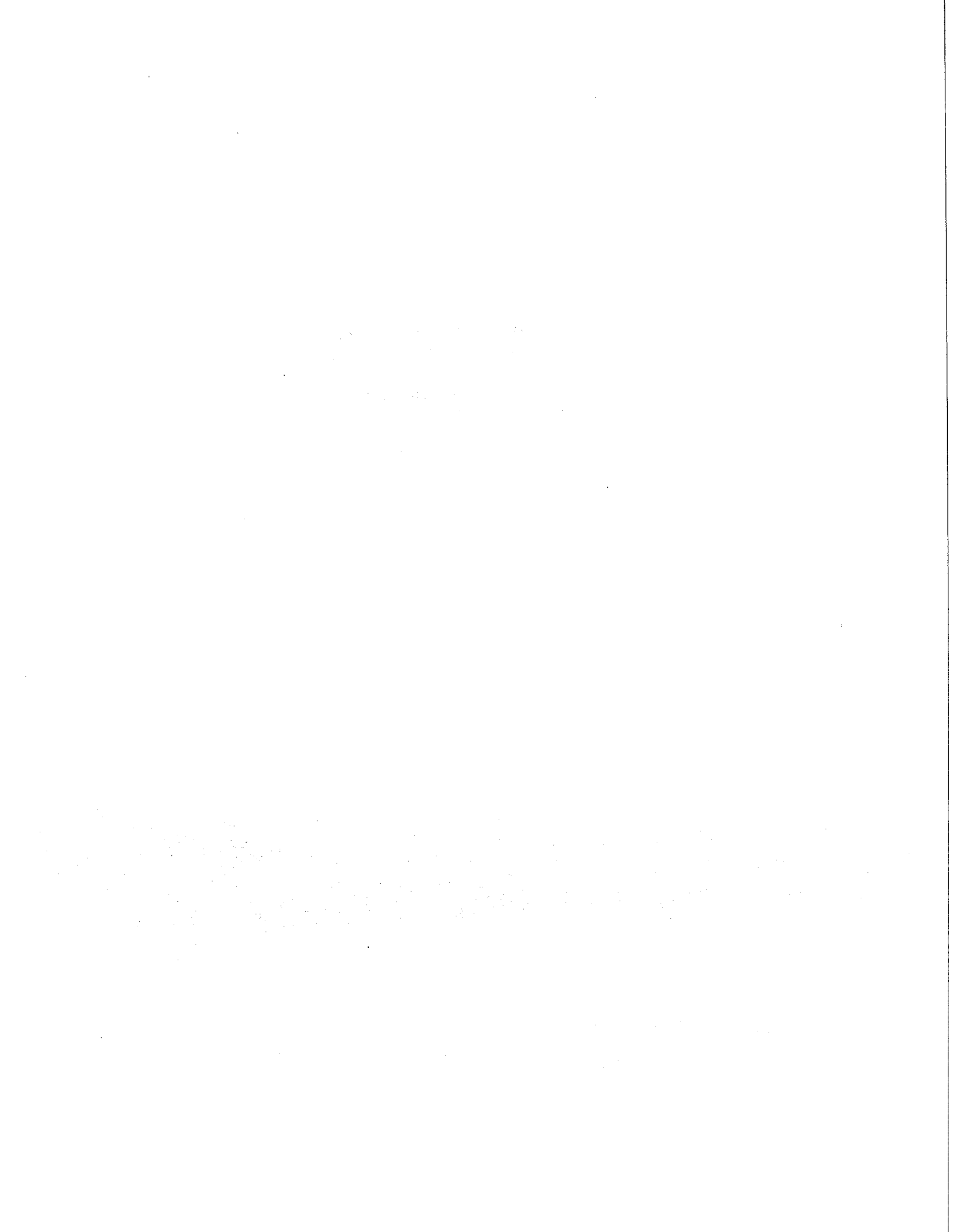
**CONSOLIDATED FINANCIAL STATEMENTS
AND SUPPLEMENTARY INFORMATION**

DECEMBER 31, 2023 AND 2022



www.warrenaverett.com

The report accompanying this deliverable was issued
by Warren Averett, LLC.



INDEPENDENT AUDITORS' REPORT

To the Stockholder
Proshot Concrete, Inc.

Opinion

We have audited the accompanying financial statements of Proshot Concrete, Inc. and Subsidiaries, which comprise the consolidated balance sheets as of December 31, 2023 and 2022, and the related consolidated statements of income, stockholder's equity and cash flows for the years then ended, and the related notes to the consolidated financial statements.

In our opinion, the consolidated financial statements referred to above present fairly, in all material respects, the financial position of Proshot Concrete, Inc. and Subsidiaries (the Company) as of December 31, 2023 and 2022, and the results of its operations and its cash flows for the years then ended in accordance with accounting principles generally accepted in the United States of America.

Basis for Opinion

We conducted our audits in accordance with auditing standards generally accepted in the United States of America. Our responsibilities under those standards are further described in the Auditors' Responsibilities for the Audit of the Financial Statements section of our report. We are required to be independent of the Company and to meet our other ethical responsibilities in accordance with the relevant ethical requirements relating to our audits. We believe that the audit evidence we have obtained is sufficient and appropriate to provide a basis for our audit opinion.

Responsibilities of Management for the Financial Statements

Management is responsible for the preparation and fair presentation of the consolidated financial statements in accordance with accounting principles generally accepted in the United States of America, and for the design, implementation and maintenance of internal control relevant to the preparation and fair presentation of financial statements that are free from material misstatement, whether due to fraud or error.

In preparing the financial statements, management is required to evaluate whether there are conditions or events, considered in the aggregate, that raise substantial doubt about the Company's ability to continue as a going concern within one year after the date that the consolidated financial statements are available to be issued.

Auditors' Responsibilities for the Audit of the Financial Statements

Our objectives are to obtain reasonable assurance about whether the consolidated financial statements as a whole are free from material misstatement, whether due to fraud or error, and to issue an auditors' report that includes our opinion. Reasonable assurance is a high level of assurance but is not absolute assurance and therefore is not a guarantee that an audit conducted in accordance with generally accepted auditing standards will always detect a material misstatement when it exists.

The risk of not detecting a material misstatement resulting from fraud is higher than for one resulting from error, as fraud may involve collusion, forgery, intentional omissions, misrepresentations or the override of internal control. Misstatements are considered material if there is a substantial likelihood that, individually or in the aggregate, they would influence the judgment made by a reasonable user based on the consolidated financial statements.

In performing an audit in accordance with generally accepted auditing standards, we:

- Exercise professional judgment and maintain professional skepticism throughout the audit.
- Identify and assess the risks of material misstatement of the financial statements, whether due to fraud or error, and design and perform audit procedures responsive to those risks. Such procedures include examining, on a test basis, evidence regarding the amounts and disclosures in the consolidated financial statements.
- Obtain an understanding of internal control relevant to the audit in order to design audit procedures that are appropriate in the circumstances, but not for the purpose of expressing an opinion on the effectiveness of the Company's internal control. Accordingly, no such opinion is expressed.
- Evaluate the appropriateness of accounting policies used and the reasonableness of significant accounting estimates made by management, as well as evaluate the overall presentation of the consolidated financial statements.
- Conclude whether, in our judgment, there are conditions or events, considered in the aggregate, that raise substantial doubt about the Company's ability to continue as a going concern for a reasonable period of time.

We are required to communicate with those charged with governance regarding, among other matters, the planned scope and timing of the audit, significant audit findings and certain internal control related matters that we identified during the audit.

Report on Supplementary Information

Our audits were conducted for the purpose of forming an opinion on the consolidated financial statements as a whole. The consolidating information on pages 15 through 17 is presented for purposes of additional analysis of the consolidated financial statements rather than to present the financial position, and results of operations, of the individual companies, and is not a required part of the consolidated financial statements. The schedules of earnings from construction, contracts-in-progress and completed contracts are presented for the purposes of additional analysis and are not required parts of the consolidated financial statements. Such information is the responsibility of management and was derived from and relates directly to the underlying accounting and other records used to prepare the consolidated financial statements. The information has been subjected to the auditing procedures applied in the audit of the consolidated financial statements and certain additional procedures, including comparing and reconciling such information directly to the underlying accounting and other records used to prepare the consolidating financial statements or to the consolidated financial statements themselves, and other additional procedures in accordance with auditing standards generally accepted in the United States of America. Except for the effects of not adoption ASC 842 on intercompany leases which eliminate in the consolidated financial statements, in our opinion, the information is fairly stated in all material respects in relation to the consolidated financial statements as a whole.

Warren Averett, LLC

Birmingham, Alabama
February 15, 2024

PROSHOT CONCRETE, INC. AND SUBSIDIARIES
CONSOLIDATED BALANCE SHEETS
DECEMBER 31, 2023 AND 2022

| ASSETS | <u>2023</u> | <u>2022</u> |
|--|----------------------|----------------------|
| CURRENT ASSETS | | |
| Cash and cash equivalents | \$ 817,612 | \$ 83,417 |
| Contract receivables | 3,109,379 | 5,951,392 |
| Retainage receivables | 26,773 | 152,183 |
| Costs and estimated earnings in excess of billings | 890,886 | 365,463 |
| Prepaid insurance | 1,184,016 | 659,674 |
| Other current assets | 154,540 | 856,045 |
| Total current assets | 6,183,206 | 8,068,174 |
| PROPERTY AND EQUIPMENT, NET | 3,856,739 | 3,511,239 |
| INVESTMENT PROPERTY | 441,573 | 425,912 |
| DUE FROM STOCKHOLDER | 929,141 | 1,732,710 |
| TOTAL ASSETS | \$ 11,410,659 | \$ 13,738,035 |

See notes to the consolidated financial statements.

PROSHOT CONCRETE, INC. AND SUBSIDIARIES
CONSOLIDATED BALANCE SHEETS
DECEMBER 31, 2023 AND 2022

| | 2023 | 2022 |
|--|----------------------|----------------------|
| LIABILITIES AND STOCKHOLDER'S EQUITY | | |
| CURRENT LIABILITIES | | |
| Cash overdraft | \$ - | \$ 1,805,114 |
| Line of credit | - | 1,417,839 |
| Accounts payable | 7,146 | 471,807 |
| Accrued expenses and amounts withheld | 475,162 | 96,252 |
| Billings in excess of costs and estimated earnings | - | 58,311 |
| Current maturities of long-term debt | 533,594 | 462,242 |
| Total current liabilities | 1,015,902 | 4,311,565 |
| LONG-TERM DEBT | 883,246 | 1,073,981 |
| STOCKHOLDER'S EQUITY | | |
| Common stock, par value \$0.01 per share; 1,000 shares authorized, issued and outstanding | 10 | 10 |
| Additional paid-in capital | 90 | 90 |
| Retained earnings | 9,511,411 | 8,352,389 |
| Total stockholder's equity | 9,511,511 | 8,352,489 |
| TOTAL LIABILITIES AND STOCKHOLDER'S EQUITY | \$ 11,410,659 | \$ 13,738,035 |

See notes to the consolidated financial statements.

PROSHOT CONCRETE, INC. AND SUBSIDIARIES
CONSOLIDATED STATEMENTS OF INCOME
FOR THE YEARS ENDED DECEMBER 31, 2023 AND 2022

| | <u>2023</u> | <u>2022</u> |
|--|---------------------|-------------------|
| CONTRACT REVENUE EARNED | \$ 23,899,275 | \$ 22,263,113 |
| COST OF CONTRACT REVENUE EARNED | <u>17,106,115</u> | <u>18,134,597</u> |
| GROSS PROFIT | 6,793,160 | 4,128,516 |
| OPERATING EXPENSES | | |
| Advertising | 36,237 | 43,266 |
| Auto and truck expense | 37,539 | 32,350 |
| Depreciation | 125,119 | 123,523 |
| Employee benefits | 389,981 | 344,353 |
| Insurance | 727,996 | 504,960 |
| Meals and entertainment | 89,940 | 72,153 |
| Office expenses | 201,694 | 166,049 |
| Payroll and related expenses | 1,298,626 | 1,303,858 |
| Equipment rental | 20,808 | 17,532 |
| Professional fees | 125,713 | 109,662 |
| Taxes, licenses and permits | 101,417 | 215,682 |
| Telephone and utilities | 130,326 | 122,436 |
| Travel | 78,124 | 75,608 |
| Workers compensation | 39,862 | 53,713 |
| Gain on sale of property and equipment | (39,604) | (71,759) |
| Other operating expenses | <u>349,969</u> | <u>336,819</u> |
| Total operating expenses | <u>3,713,747</u> | <u>3,450,205</u> |
| INCOME FROM OPERATIONS | 3,079,413 | 678,311 |
| OTHER INCOME (EXPENSE) | | |
| Rental income | 111,383 | 104,065 |
| Other income | 36,142 | 31,575 |
| Interest income | 182,645 | 68,912 |
| Interest expense | <u>(51,709)</u> | <u>(92,825)</u> |
| Total other income | <u>278,461</u> | <u>111,727</u> |
| NET INCOME | <u>\$ 3,357,874</u> | <u>\$ 790,038</u> |

See notes to the consolidated financial statements.

ARPA Plans and Specifications Drop-in Requirements

Equal Employment Opportunity and Nondiscrimination in Employment – 41 CFR 60-4; E.O. 11246: 41 CFR 60-4 published April 7, 1978 and amended October 3, 1980, requires that the ARPA funding applicant and selected bidders comply with Executive Order 11246 for bids, contracts, and subcontracts for all federally assisted construction contracts exceeding \$10,000. The specifications explain the requirements for bidders and contractors under E.O. 11246.

- Bidders please see document titled “Standard Federal Equal Employment Opportunity Construction Contract Specifications (Executive Order 11246)”

Contracting with Small and Minority Businesses, Women’s Business Enterprises, and Labor Surplus Area Firms – 2 CFR 200.321; E.O. 11625 and 12138: Prior to awarding contracts, the ARPA funding applicant and any contractor awarding subcontracts must take the following affirmative steps in accordance with 2 CFR 200.321:

- a. Placing qualified small and minority businesses and women's business enterprises on solicitation lists;
 - b. Assuring that small and minority businesses, and women's business enterprises are solicited whenever they are potential sources;
 - c. Dividing total requirements, when economically feasible, into smaller tasks or quantities to permit maximum participation by small and minority businesses, and women's business enterprises;
 - d. Establishing delivery schedules, where the requirement permits, which encourage participation by small and minority businesses, and women's business enterprises;
 - e. Using the services and assistance, as appropriate, of such organizations as the Small Business Administration and the Minority Business Development Agency of the Department of Commerce;
- Bidders please also see Missouri Executive Order 15-06

Employment of Unauthorized Aliens Prohibited – §285.530 RSMo: Pursuant to §285.530.1, RSMo, the contractor assures that it, as well as its subcontractors, does not knowingly employ, hire for employment, or continue to employ an unauthorized alien to perform work within the State of Missouri, and shall affirm, by sworn affidavit and provision of documentation, its enrollment and participation in a federal work authorization program with respect to the employees working in connection with the contracted services. Further, the contractor assures that it, as well as its subcontractor shall sign an affidavit affirming that it does not knowingly employ any person who is an unauthorized alien in connection with the contracted services.

In accordance with §285.525 to 285.550, RSMo a general contractor or subcontractor of any tier shall not be liable when such contractor or subcontractor contracts with its direct subcontractor who violates subsection 1 of §285.530, RSMo if the contract binding the contractor and subcontractor affirmatively states that the direct subcontractor is not knowingly in violation of subsection 1 of §285.530, RSMo and shall not henceforth be in such violation and the contractor or subcontractor receives a sworn affidavit under the penalty of perjury attesting to the fact that the direct subcontractor’s employees are lawfully present in the United States.

- The selected contractor(s) must complete the “Business Entity Certification, Enrollment Documentation, and Affidavit of Work Authorization” form.
- In addition, the selected contractor(s) must enroll in the federal E-verify system, provide supporting documentation of enrollment, and provide verification documentation for enrollment in the Federal E-Verify system.

Contract Work Hours and Safety Standards Act – 40 U.S.C. 327-330: The contractor(s) and subcontractor(s) shall comply with Sections 103 and 107 of the Contract Work Hours and Safety Standards Act (40 U.S.C. 327–330) as supplemented by Department of Labor regulations (29 CFR part 5).

OSHA Training – §292.675, RSMo: Any person signing a contract to work on the construction of public works for any public body shall provide a ten-hour Occupational Safety and Health Administration (OSHA) construction safety program for their on-site employees which includes a course in construction safety and health approved by OSHA or a similar program approved by the Missouri Department of Labor and Industrial Relations which is at least as stringent as an approved OSHA program. All employees are required to complete the program within sixty days of beginning work on such construction project.

Debarment and Suspension – 2 CFR 180; E.O. 12549: The Code of Federal Regulations at Title 2, Part 180, prohibits participation in federally funded contracts by persons excluded or disqualified from doing business with

ARPA Specifications Requirements

the federal government. Bidders are responsible for advising the Owner if they are excluded or disqualified, and to check whether subcontractors they intend to use are excluded or disqualified. All tiers of subcontractors have the same responsibility to notify the one for which they are providing services if they are excluded or disqualified, and to check the status of any subcontractors they intend to use. Status can be checked on the System for Award Management (SAM) located on the Internet at <https://www.sam.gov/SAM/>. All subcontracts at any tier should include this language.

- The selected bidders must complete the "Certification Regarding Debarment and Suspension" form.

Small Business Act – P.L. 100-590: Prior to awarding contracts, the ARPA funding applicant and any contractor awarding subcontracts must take the following affirmative steps in accordance with Section 129 of Public Law 100-590, Small Business Administration Reauthorization and Amendment Act of 1988:

- a. Placing Small Business in Rural Areas (SBRA) on solicitation lists;
- b. Ensuring that SBRAs are solicited whenever they are potential sources;
- c. Dividing total requirements, when economically feasible, into small tasks or quantities to permit maximum participation by SBRAs;
- d. Establishing delivery schedules, where the requirements of work will permit which would encourage participation by SBRAs; and
- e. Utilizing the services of the Small Business Administration and the Minority Business Development Agency of the U.S. Department of Commerce, as appropriate.

Award of Contract – 2 CFR 200.320(b)(1)(ii)(D): The applicant will award the contract to the lowest responsive, responsible bidder. The contract must be for a firm fixed-price.

The contract award will be awarded only to responsible contractors possessing the ability to perform successfully, which will be determined by considering such matters as contractor integrity, compliance with public policy, record of past performance, and financial and technical resources.

Central Contractor Registration – P.L. 109-282: In accordance with the Federal Funding Accountability Act of 2006, the contractor assures that it, as well as its subcontractor(s), shall register in the System for Award Management (SAM).

SAM is the Official U.S. Government system that consolidated the capabilities of Central Contractor Registration (CCR)/FedReg, Online Representations and Certifications Application (ORCA), and Excluded Parties List System (EPLS). There is NO fee to register for this site. If you had an active record in CCR, you have an active record in SAM. You do not need to do anything in SAM at this time, unless a change in your business circumstances requires updates to your Entity record(s) in order for you to be paid or receive an award, or you need to renew your Entity(s) prior to its expiration. To update or renew your Entity records(s) in SAM, you will need to create a SAM User Account located on the Internet at <https://www.sam.gov> and link it to your migrated Entity records. You will need a user account to search for registered entities in SAM.

If the prime contractor is not currently registered in SAM, they are required to do so, as their status will be checked in SAM using the Unique Entity Identifier (UEI) provided by SAM.

Privity of Contract: The Missouri Department of Natural Resources, its divisions, nor its employees are or will be a party to the contract(s) at any tier.

Protests – 2 CFR 200.318(k): Neither the U.S. Department of Treasury nor the Missouri Department of Natural Resources will be involved in protest(s) and their resolution.

Domestic Products Procurement Law – §§34.350 - 34.359 RSMo: All manufactured goods or commodities used or supplied in the performance of any contract or subcontract awarded on this project shall be manufactured, assembled or produced in the United States, unless obtaining American-made products would increase the cost of the contract by more than ten percent (10%). In accordance with §34.350 through 34.359 RSMo, a waiver may be requested from the owner.

- The selected bidders must complete the "Domestic Products Procurement Act – §§34.350 - 34.359 RSMo Certification" form.

ARPA Specifications Requirements

Anti-Lobbying Act – P.L. 101-121: Sub-recipients who request or receive from the grant recipient a sub-grant, contract, or sub-contract exceeding \$100,000, at any tier under a federal grant shall comply with the Anti-Lobbying Act, Section 319 of Public Law 101-121, and file an Anti-Lobbying Certification form, and the Disclosure of Lobbying Activities form, if required, to the next tier above.

- Selected bidders must complete one of the following forms:
 - If the selected bidder lobbied on the behalf of this project, the contractor will complete the “Disclosure of Lobbying Activities” form.
 - If the selected bidder did not lobby on the behalf of this project, the contractor will complete the “Certification Regarding Lobbying” form.

Record Retention – 2 CFR 200.334; §109.255 RSMo: The contractor(s) and sub-contractor(s) shall retain all project related records for three years after final payment(s) and all other pending matters are closed. An extended period of record retention may be required per the Local Record Retention Schedules created by the Local Records Board as authorized by §109.255 RSMo.

Access to Construction Site and Contract Records: The contractor shall provide access to the project site and project records by, the Missouri State Auditor, the Missouri Department of Natural Resources, the USEPA, the Comptroller General of the United States, or any of their duly authorized representatives to any books, documents, papers, and records of the contractor which are directly pertinent to that specific contract for the purpose of making audit, examination, excerpts, and transcriptions.

Payment Provisions – §8.260 RSMo; §8.960 RSMo: The owner shall make payment to the contractor in accordance with §8.260 and §8.960 RSMo. Retainage can be no more than 5%.

False Claims Act – 31 USC §3729: The contractor(s) and sub-contractor(s), if required by future OMB guidance, shall promptly refer to the State of Missouri or other appropriate Inspector General any credible evidence that a principal, employee, agent, contractor, sub-grantee, subcontractor or other person has submitted a false claim under the False Claims Act or has committed a criminal or civil violation of laws pertaining to fraud, conflict of interest, bribery, gratuity or similar misconduct involving those funds.

Clean Air Act - 42 U.S.C. 7506(C): The contractor(s) and sub-contractor(s) shall comply with the Clean Air Act.

Clean Water Act - 33 U.S.C. 1368: The contractor(s) and sub-contractor(s) shall comply with the Clean Water Act.

Energy Efficiency Requirements – Energy Policy and Conservation Act (P.L.94-163, 89 Stat. 871): The contractor(s) and sub-contractor(s) shall comply with the mandatory standards and policies relating to energy efficiency which are contained in the State energy conservation plan issued in compliance with the Energy Policy and Conservation Act (P.L. 94-163, 89 Stat. 871).

Recycled Materials – U.S.C. 6962 (RCRA Section 6002): In accordance with Section 6002 of the Resource Conservation and Recovery Act (RCRA), preference shall be given to the procurement of specific products containing recycled materials identified in guidelines developed by the USEPA. Current guidelines are contained in 40 CFR Part 247-254.

Historical and Archaeological – P.L. 93-291: If during the course of construction evidence of deposits of historical or archaeological interest is found, the contractor shall cease operations affecting the find and shall notify the owner who shall notify the Missouri Department of Natural Resources and the Director, Division of State Parks, P.O. Box 176, Jefferson City, Missouri 65102-0176, Telephone (573) 751-2479. The contractor shall halt any further disturbances of the deposits until notified by the owner that they may proceed. The owner will issue a notice to proceed only after the state official has surveyed the find and made a determination to the Missouri Department of Natural Resources and the owner. Compensation to the contractor, if any, for lost time or changes in construction to avoid the find, shall be determined in accordance with changed conditions or change order provisions of the specifications.

Prohibition on certain telecommunications and video surveillance services or equipment Certification – 2 CFR 200.216: In accordance with 2 CFR 200.216, recipients and sub-recipients are prohibited from obligating

ARPA Specifications Requirements

or expending loan or grant funds to procure or obtain, extend or renew a contract to procure or obtain, or enter into a contract (or extend or renew a contract) to procure or obtain equipment, services, or systems that uses covered telecommunications equipment or services as a substantial or essential component of any system, or as critical technology as part of any system. As described in Public Law 115-232, section 889, covered telecommunications equipment is telecommunications equipment produced by Huawei Technologies Company or ZTE Corporation (or any subsidiary or affiliate of such entities).

For the purpose of public safety, security of government facilities, physical security surveillance of critical infrastructure, and other national security purposes, video surveillance and telecommunications equipment produced by Hytera Communications Corporation, Hangzhou Hikvision Digital Technology Company, or Dahua Technology Company (or any subsidiary or affiliate of such entities).

Anti-Discrimination Against Israel Act – §34.600 RSMo: In compliance with §34.600 RSMo, the contracting company certifies that it is not currently engaged in and shall not, for the duration of the contract, engage in a boycott of goods or services from the State of Israel; companies doing business in or with Israel or authorized by, licensed by, or organized under the laws of the State of Israel; or persons or entities doing business in the State of Israel, in accordance with §34.600, RSMo. Any contract that fails to comply with the provisions of this section shall be void against public policy.

- This provision does not apply to contracts with a total potential value of less than one hundred thousand dollars or to contractors with fewer than ten employees.

**STANDARD FEDERAL EQUAL EMPLOYMENT OPPORTUNITY
CONSTRUCTION CONTRACT SPECIFICATIONS
(EXECUTIVE ORDER 11246)**

1. As used in these specifications:
 - a. "Covered area" means the geographical area described in the solicitation from which this contract resulted;
 - b. "Director" means Director, Office of Federal Contract Compliance Programs United States Department of Labor, or any person to whom the Director delegates authority;
 - c. "Employer identification number" means the Federal Social Security number used on the Employer's Quarterly Federal Tax Return, U.S. Treasury Department Form 941.
 - d. "Minority" includes:
 - (i) Black (all persons having origins in any of the Black African racial groups not of Hispanic origin);
 - (ii) Hispanic (all persons of Mexican, Puerto Rican, Cuban, Central or South American or other Spanish Culture or origin, regardless of race);
 - (iii) Asian and Pacific Islander (all persons having origins in any of the original peoples of the Far East, Southeast Asia, the Indian Subcontinent, or the Pacific Islands); and
 - (iv) American Indian or Alaskan Native (all persons having origins in any of the original peoples of North America and maintaining identifiable tribal affiliations through membership and participation or community identification).
2. Whenever the Contractor, or any Subcontractor at any tier, subcontracts a portion of the work involving any construction trade, it shall physically include in each subcontract in excess of \$10,000 the provisions of these specifications and the Notice which contains the applicable goals for minority and female participation and which is set forth in the solicitations from which this contract resulted.
3. If the contractor is participating (pursuant to 41 CFR 60-4.5) in a Hometown Plan approved by the U.S. Department of Labor in the covered area either individually or through an association, its affirmative action obligations on all work in the Plan area (including goals and timetables) shall be in accordance with that Plan for those trades which have unions participating in the Plan. Contractors must be able to demonstrate their participation in and compliance with the provisions of any such Hometown Plan. Each Contractor or Subcontractor participating in an approved Plan is individually required to comply with its obligations under the EEO clause, and to make a good faith effort to achieve each goal under the Plan in each trade in which it has employees. The overall good faith performance by other Contractors or Subcontractors toward a goal in an approved Plan does not excuse any covered Contractor's or Subcontractor's failure to take good faith efforts to achieve the Plan goals and timetables.
4. The Contractor shall implement the specific affirmative action standards provided in paragraphs 7 a through p of these specifications. The goals set forth in the solicitation from which this contract resulted are expressed as percentages of the total hours of employment and training of minority and female utilization the Contractor should reasonably be able to achieve in each construction trade in which it has employees in the covered area. Covered Construction Contractors performing construction work in geographical areas where they do not have a Federal or federally assisted construction contract shall apply the minority and female goals established for the geographical area where the work is being performed. Goals are published periodically in the FEDERAL REGISTER in notice form, and such notices may be obtained from any Office of Federal Contract Compliance Programs office or from Federal procurement contracting officers. The Contractor is expected to make substantially uniform progress in meeting its goals in each craft during the period specified.
5. Neither the provisions of any collective bargaining agreement, nor the failure by a union with whom the Contractor has a collective bargaining agreement, to refer either minorities or women shall excuse the Contractor's obligations under these specifications, Executive Order 11246, or the regulations promulgated pursuant thereto.
6. In order for the nonworking training hours of apprentices and trainees to be counted in meeting the goals, such apprentices and trainees must be employed by the Contractor during the training period, and the Contractor must have made a commitment to employ the apprentices and trainees at the completion of their training, subject to the availability of employment opportunities. Trainees must be trained pursuant to training programs approved by the U.S. Department of Labor.
7. The Contractor shall take specific affirmative actions to ensure equal employment opportunity. The evaluation of the Contractor's compliance with these specifications shall be based upon its effort to achieve maximum results from its actions. The Contractor shall document these efforts fully, and shall implement affirmative action steps at least as extensive as the following:

a. Ensure and maintain a working environment free of harassment, intimidation, and coercion at all sites, and in all facilities at which the Contractor's employees are assigned to work. The Contractor, where possible, will assign two or more women to each construction project. The Contractor shall specifically ensure that all foremen, superintendents, and other on-site supervisory personnel are aware of and carry out the Contractor's obligation to maintain such a working environment, with specific attention to minority or female individuals working at such sites or in such facilities.

b. Establish and maintain a current list of minority and female recruitment sources, provide written notification to minority and female recruitment sources and to community organizations when the Contractor or its unions have employment opportunities available, and maintain a record of the organizations' responses.

c. Maintain a current file of the names, addresses and telephone numbers of each minority and female off-the-street applicant and minority or female referral from a union, a recruitment source or community organization and of what action was taken with respect to each such individual. If such individual was sent to the union hiring hall for referral and was not referred back to the Contractor by the union or, if referred, not employed by the Contractor, this shall be documented in the file with the reason therefore, along with whatever additional actions the Contractor may have taken.

d. Provide immediate written notification to the Director when the union or unions with which the Contractor has a collective bargaining agreement has not referred to the Contractor a minority person or woman sent by the Contractor, or when the contractor has other information that the union referral process has impeded the Contractor's efforts to meet its obligations.

e. Develop on-the-job training opportunities and/or participate in training programs for the area which expressly include minorities and women, including upgrading programs and apprenticeship and training programs relevant to the Contractor's employment needs, especially those programs funded or approved by the Department of Labor. The Contractor shall provide notice of these programs to the sources compiled under 7b above.

f. Disseminate the Contractor's EEO policy by providing notice of the policy to unions and training programs and requesting their cooperation in assisting the Contractor in meeting its EEO obligations; by including it in any policy manual and collective bargaining agreement; by publicizing it in the company newspaper, annual report, etc.; by specific review of the policy with all management personnel and with all minority and female employees at least once a year; and by posting the company EEO policy on bulletin boards accessible to all employees at each location where construction work is performed.

g. Review, at least annually, the company's EEO policy and affirmative action obligations under these specifications with all employees having any responsibility for hiring, assignment, layoff, termination or other employment decisions including specific review of these items with onsite supervisory personnel such as Superintendents, General Foremen, etc., prior to the initiation of construction work at any job site. A written record shall be made and maintained identifying the time and place of these meetings, persons attending, subject matter discussed, and disposition of the subject matter.

h. Disseminate the Contractor's EEO policy externally by including it in any advertising in the news media, specifically including minority and female news media, and providing written notification to and discussing the Contractor's EEO policy with other Contractors and Subcontractors with whom the Contractor does or anticipates doing business.

i. Direct its recruitment efforts, both oral and written, to minority, female and community organizations, to schools with minority and female students and to minority and female recruitment and training organizations serving the Contractor's recruitment area and employment needs. Not later than once month prior to the date for the acceptance of applications for apprenticeship or other training by any recruitment sources, the Contractor shall send written notification to organizations such as the above, describing the openings, screening procedures, and tests to be used in the selection process.

j. Encourage present minority and female employees to recruit other minority persons and women and, where reasonable, provide after school, summer and vacation employment to minority and female youth both on the site and in other areas of a Contractor's work force.

k. Validate all tests and other selection requirements where there is an obligation to do so under CFR Part 60-3.

l. Conduct, at least annually, an inventory and evaluation at least of all minority and female personnel for promotional opportunities and encourage these employees to seek or to prepare for, through appropriate training, etc., such opportunities.

m. Ensure that seniority practices, job classifications, work assignments and other personnel practices, do not have a discriminatory affect by continually monitoring all personnel and employment related activities to ensure that

the EEO policy and the Contractor's obligations under these Specifications are being carried out.

n. Ensure that all facilities and company activities re nonsegregated except that separate or single-user toilet and necessary changing facilities shall be provided to assure privacy between the sexes.

o. Document and maintain a record of all solicitations of offers for subcontracts from minority and female construction contractors and suppliers, including circulation of solicitations to minority and female contractor associations and other business associations.

p. Conduct a review, at least annually, of all supervisors' adherence to and performance under the Contractor's EEO policies and affirmative action obligations.

8. Contractors are encouraged to participate in voluntary associations which assist in fulfilling one or more of their affirmative action obligations (7a through p). The efforts of a contractor association, joint contractor-union, contractor-community, or other similar group of which the contractor is a member and participant, may be asserted as fulfilling any one or more of its obligations under 7a through p of these Specifications providing that the Contractor actively participates in the group, makes every effort to assure that the group has a positive impact on the employment of minorities and women in the industry, ensures that the concrete benefits of the program are reflected in the Contractor's minority and female workforce participation, makes a good faith effort to meet its individual goals and timetables, and can provide access to documentation which demonstrates the effectiveness of actions taken on behalf of the Contractor. The obligation to comply, however, is the Contractor's and failure of such a group to fulfill an obligation shall not be a defense for the Contractor's noncompliance.

9. A single goal for minorities and a separate single goal for women have been established. The Contractor, however, is required to provide equal employment opportunity and to take affirmative action for all minority groups, both male and female, and all women, both minority and non-minority. Consequently, the Contractor may be in violation of the Executive Order if a particular group is employed in a substantially disparate manner (for example, even though the Contractor has achieved its goals for women generally, the Contractor may be in violation of the Executive Order if a specific minority group of women is underutilized).

10. The Contractor shall not use the goals and timetables or affirmative action standards to discriminate against any person because of race, color, religion, sex, or national origin.

11. The Contractor shall not enter into any Subcontract with any person or firm debarred from Government contracts pursuant to Executive Order 11246.

12. The Contractor shall carry out such sanctions and penalties for violation of these Specifications and of the Equal Opportunity Clause, including suspension, termination and cancellation of existing subcontracts as may be imposed or ordered pursuant to Executive Order 11246, as amended, and its implementing regulations, by the Office of Federal Contract Compliance Programs. Any Contractor who fails to carry out such sanctions and penalties shall be in violation of these Specifications and Executive Order 11246, as amended.

13. The Contractor, in fulfilling its obligation under these Specifications, shall implement specific affirmative action steps, at least as extensive as those standards prescribed in paragraph 7 of these Specifications, so as to achieve maximum results from its efforts to ensure equal employment opportunity. If the Contractor fails to comply with the requirements of the Executive Order, the implementing regulations, or these Specifications, the Director shall proceed in accordance with 41-CFR 60-4.8.

14. The Contractor shall designate a responsible official to monitor all employment related activity to ensure that the company EEO policy is being carried out, to submit reports relating to the provisions hereof as may be required by the Government and to keep records. Records shall at least include for each employee the name, address, telephone numbers, construction trade, union affiliation if any, employee identification number when assigned, social security number, race, sex, status (e.g., mechanic, apprentice trainee, helper, or laborer), dates of changes in status, hours worked per week in the indicated trade, rate of pay, and locations at which the work was performed. Records shall be maintained in an easily understandable and retrievable form; however, to the degree that existing records satisfy this requirement, Contractors shall not be required to maintain separate records.

15. Nothing herein provided shall be construed as a limitation upon the application of other laws which establish different standards of compliance or upon the application of requirements for the hiring of local or other area residents (e.g., those under the Public Works Employment Act of 1977 and the Community Development Block Grant Program).

**NOTICE OF REQUIREMENT FOR AFFIRMATIVE ACTION
TO ENSURE EQUAL EMPLOYMENT OPPORTUNITY
(EXECUTIVE ORDER 11246)**

1. The Offeror's or Bidder's attention is called to the "Equal Opportunity Clause" and the "Standard Federal Equal Employment Specifications" set forth herein.

2. The goals and timetables for minority and female participation, expressed in percentage terms for the Contractor's aggregate workforce in each trade on all construction work in the covered area, are as follows:

| Timetables | Goals for minority participation for each trade | Goals for female participation in each trade |
|------------|---|--|
| All years | 11.4% | 6.9% |

These goals are applicable to all the Contractor's construction work (whether or not it is Federal or federally assisted) performed in the covered area. If the contractor performs construction work in a geographical area located outside of the covered area, it shall apply the goals established for such geographical area where the work is actually performed. With regard to this second area, the contractor also is subject to the goals for both its federally involved and nonfederally involved construction.

The Contractor's compliance with the Executive Order and the regulations in 41 CFR Part 60-4 shall be based on its implementation of the Equal Opportunity Clause, specific affirmative action obligations required by the specifications set forth in 41 CFR 60-4.3(a), and its efforts to meet the goals. The hours of minority and female employment and training must be substantially uniform throughout the length of the contract, and in each trade, and the contractor shall make a good faith effort to employ minorities and women evenly on each of its projects. The transfer of minority or female employees or trainees from Contractor to Contractor or from project to project for the sole purpose of meeting the Contractor's goals shall be a violation of the contract, the Executive Order and the regulations in 41 CFR Part 60-4. Compliance with the goals will be measured against the total work hours performed.

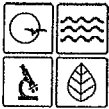
3. The Contractor shall provide written notification to the Director of the Office of Federal Contract Compliance Programs within 10 working days of award of any construction subcontract in excess of \$10,000 at any tier for construction work under the contract resulting from this solicitation. The notification shall list the name, address and telephone number of the subcontractor; employer identification number of the subcontractor; estimated dollar amount of the subcontract; estimated starting and completion dates of the subcontract; and the geographical area in which the subcontract is to be performed.

4. As used in this Notice, and in the contract resulting from this solicitation, the "covered area" is (insert description of the geographical areas where the contract is to be performed giving the state, county and city, if any).

Participation Goals for Minority Contractors per the
 October 2019 Department of Labor OFCCP - Technical Assistance Guide

Missouri Counties

| | | | | | |
|----------------------|------|-------------------|------|----------------------|------|
| Adair | 4.0 | Howard..... | 4.0 | Ray | 12.7 |
| Andrew..... | 3.2 | Howell..... | 2.3 | Reynolds | 11.4 |
| Atchison | 10.0 | Iron..... | 11.4 | Ripley | 11.4 |
| Audrain | 4.0 | Jackson..... | 12.7 | St. Charles | 14.7 |
| Barry | 2.3 | Jasper..... | 2.3 | St. Clair | 14.7 |
| Barton..... | 2.3 | Jefferson..... | 14.7 | St. Francois | 11.4 |
| Bates..... | 10.0 | Johnson | 10.0 | Ste. Genevieve | 11.4 |
| Benton..... | 10.0 | Knox..... | 4.0 | St. Louis | 14.7 |
| Bollinger | 11.4 | Laclede..... | 2.3 | St. Louis City | 14.7 |
| Boone | 4.0 | Lafayette | 10.0 | Saline..... | 10.0 |
| Buchanan..... | 3.2 | Lawrence..... | 2.3 | Schuyler | 4.0 |
| Butler..... | 11.4 | Lewis..... | 3.1 | Scotland..... | 4.0 |
| Caldwell | 10.0 | Lincoln | 11.4 | Scott | 11.4 |
| Callaway | 4.0 | Linn | 4.0 | Shannon..... | 2.3 |
| Camden | 4.0 | Livingston | 10.0 | Shelby | 4.0 |
| Cape Girardeau | 11.4 | McDonald | 2.3 | Stoddard | 11.4 |
| Carroll | 10.0 | Macon | 4.0 | Stone | 2.3 |
| Carter..... | 11.4 | Madison..... | 11.4 | Sullivan | 4.0 |
| Cass | 12.7 | Maries | 11.4 | Taney..... | 2.3 |
| Cedar | 2.3 | Marion..... | 2.4 | Texas | 2.3 |
| Chariton..... | 4.0 | Mercer | 10.0 | Vernon..... | 2.3 |
| Christian | 2.0 | Miller..... | 4.0 | Warren..... | 11.4 |
| Clark..... | 3.4 | Mississippi | 11.4 | Washington | 11.4 |
| Clay | 12.7 | Moniteau | 4.0 | Wayne | 11.4 |
| Clinton..... | 10.0 | Monroe..... | 4.0 | Webster | 2.3 |
| Cole | 4.0 | Montgomery..... | 11.4 | Worth | 10.0 |
| Cooper..... | 4.0 | Morgan..... | 4.0 | Wright | 2.3 |
| Crawford | 11.4 | New Madrid | 26.5 | | |
| Dade | 2.3 | Newton..... | 2.3 | | |
| Dallas | 2.3 | Nodaway | 10.0 | | |
| Daviess..... | 10.0 | Oregon..... | 2.3 | | |
| De Kalb | 10.0 | Osage..... | 4.0 | | |
| Dent..... | 11.4 | Ozark..... | 2.3 | | |
| Douglas | 2.3 | Pemiscot..... | 26.5 | | |
| Dunklin | 26.5 | Perry..... | 11.4 | | |
| Franklin | 14.7 | Pettis..... | 10.0 | | |
| Gasconade | 11.4 | Phelps..... | 11.4 | | |
| Gentry | 10.0 | Pike | 3.1 | | |
| Greene..... | 2.0 | Platte | 12.7 | | |
| Grundy | 10.0 | Polk | 2.3 | | |
| Harrison..... | 10.0 | Pulaski..... | 2.3 | | |
| Henry..... | 10.0 | Putnam | 4.0 | | |
| Hickory | 2.3 | Ralls | 3.1 | | |
| Holt | 10.0 | Randolph..... | 4.0 | | |



Certification Regarding Debarment and Suspension

Applicant Name: Proshot Concrete, Inc
Project Name: Merriwether Storm Tunnel Rehab
Project No.: DNR-SW-E7D7FD50B471 SAM.gov UEI No.: RJKLYU4YBG84

The prospective 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 governmental (federal, state, or local) entity;
- b) Have not within a three-year period preceding this certification been convicted of or had a civil judgment rendered against them for:
 - 1) 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;
 - 2) Violation of federal or state antitrust statutes relating to the submission of offers; or
 - 3) 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 certification, had one or more public transactions (federal, state, or local) terminated for cause or default.

I understand that a false statement on this certification may be grounds for rejection of this proposal or termination of the award.

I am able to certify to the above statements.

I am unable to certify to the above statements and attached my explanation.

Anthony McDougle

President

Typed Name of Authorized Representative

Title of Authorized Representative

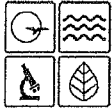
Anthony McDougle

11-11-24

Signature of Authorized Representative

Date





MISSOURI DEPARTMENT OF NATURAL RESOURCES
DIVISION OF ENVIRONMENTAL QUALITY
FINANCIAL ASSISTANCE CENTER

Certification Regarding Debarment and Suspension Instructions

The Missouri Department of Natural Resources receives assistance from the federal government, and the funds provided to a community constitute a sub-agreement. Accordingly, each prospective recipient of a grant, loan, or cooperative agreement and any contractor or subcontractor must agree to fully comply with Executive Order 12549, 2 C.F.R. Part 180, and 2 C.F.R. Part 1532 regarding Debarment and Suspension.

“Principals,” for the purposes of this certification, means officers; directors; owners; partners; and persons having primary management or supervisory responsibilities within an entity (e.g., general manager; plant manager; head of a subsidiary, division, or business segment, and similar positions).

The prospective grant, loan, or cooperative agreement recipient should return the signed certification, and explanation if needed, with its application to:

Missouri Department of Natural Resources
Financial Assistance Center
PO Box 176
Jefferson City, MO 65102-0176

Or email to fac@dnr.mo.gov.

The recipient of funding should also obtain a certification from their consulting engineer and prime contractor. The funding recipient shall also check the status on the System for Award Management (SAM) located on the Internet at <https://www.sam.gov/portal/public/SAM/>.

Each prospective subcontractor should submit a completed certification or explanation to the prime contractor for the project.

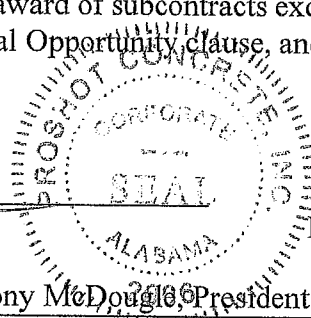
CERTIFICATION OF NONSEGREGATED FACILITIES

(Applicable to federally assisted construction contracts and related sub-contracts exceeding \$10,000 which are not exempt from the Equal Opportunity clause.)

The federally assisted construction contractor certifies that he does not maintain or provide for his employees any segregated facilities at any of his establishments, and that he does not permit his employees to perform their services at any location, under his control, where segregated facilities are maintained. The federally assisted construction contractor certifies further that he will not maintain or provide for his employees any segregated facilities at any of his establishments, and that he will not permit his employees to perform their services at any location, under his control, where segregated facilities are maintained. The federally assisted construction contractor agrees that a breach of this certification is a violation of the Equal Opportunity clause in this contract. As used in this certification, the term "segregated facilities" means any waiting rooms, work areas, rest rooms and wash rooms, restaurants and other eating areas, time clocks, locker rooms and other storage or dressing areas, parking lots, drinking fountains, recreation or entertainment areas, transportation, and housing facilities provided for employees which are segregated by explicit directive or are in fact segregated on the basis of race, creed, color, or national origin, because of habit, local custom, or otherwise. The federally assisted construction contractor agrees that (except where he has obtained identical certifications from proposed subcontractors for specific time periods) he will obtain identical certifications from proposed subcontractors prior to the award of subcontracts exceeding \$10,000 which are not exempt from the provisions of the Equal Opportunity clause, and that he will retain such certifications in his files.

Signature

Anthony McDougle



Date 11-11-24

Name and Title of Signer
(Print or Type)

Anthony McDougle President

Firm Name Proshot Concrete, Inc

NOTE: The penalty for making false statements in offers is prescribed in 18 U.S.C. 1001.

**BUSINESS ENTITY CERTIFICATION, ENROLLMENT DOCUMENTATION,
AND AFFIDAVIT OF WORK AUTHORIZATION**


BUSINESS ENTITY CERTIFICATION:

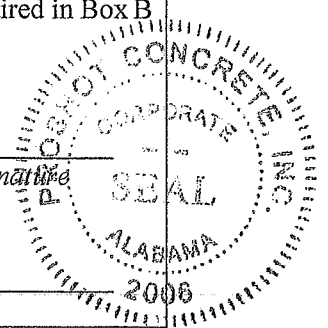
The vendor must certify their current business status by completing either Box A or Box B or Box C on this Exhibit.

| | |
|----------------------|---|
| <u>BOX A:</u> | To be completed by a non-business entity as defined below. |
| <u>BOX B:</u> | To be completed by a business entity who has not yet completed and submitted documentation pertaining to the federal work authorization program as described at https://www.e-verify.gov/ . |
| <u>BOX C:</u> | To be completed by a business entity who has current work authorization documentation on file with a Missouri Department including Office of Administration, Division of Purchasing. |

Business entity, as defined in section 285.525, RSMo, pertaining to section 285.530, RSMo, is any person or group of persons performing or engaging in any activity, enterprise, profession, or occupation for gain, benefit, advantage, or livelihood. The term "business entity" shall include but not be limited to self-employed individuals, partnerships, corporations, contractors, and subcontractors. The term "business entity" shall include any business entity that possesses a business permit, license, or tax certificate issued by the state, any business entity that is exempt by law from obtaining such a business permit, and any business entity that is operating unlawfully without such a business permit. The term "business entity" shall not include a self-employed individual with no employees or entities utilizing the services of direct sellers as defined in subdivision (17) of subsection 12 of section 288.034, RSMo.

Note: Regarding governmental entities, business entity includes Missouri schools, Missouri universities, out of state agencies, out of state schools, out of state universities, and political subdivisions. A business entity does not include Missouri state agencies and federal government entities.

| BOX A – CURRENTLY NOT A BUSINESS ENTITY | |
|--|--|
| I certify that _____ (Company/Individual Name) <u>DOES NOT CURRENTLY MEET</u> the definition of a business entity, as defined in section 285.525, RSMo pertaining to section 285.530, RSMo as stated above, because: (check the applicable business status that applies below) | |
| <input type="checkbox"/> - I am a self-employed individual with no employees; OR | |
| <input type="checkbox"/> - The company that I represent employs the services of direct sellers as defined in subdivision (17) of subsection 12 of section 288.034, RSMo. | |
| I certify that I am not an alien unlawfully present in the United States and if <u>Proshot Concrete, Inc</u> (Company/Individual Name) is awarded a contract for the services requested herein under <u>20-5269497</u> (IFB Number) and if the business status changes during the life of the contract to become a business entity as defined in section 285.525, RSMo pertaining to section 285.530, RSMo then, prior to the performance of any services as a business entity, <u>Proshot Concrete, Inc</u> (Company/Individual Name) agrees to complete Box B, comply with the requirements stated in Box B and provide the Department with all documentation required in Box B of this exhibit. | |
| Anthony McDougle, President |  |
| Authorized Representative's Name (Please Print) | Authorized Representative's Signature |
| <u>Proshot Concrete, Inc</u> | 11-11-24 |
| Company Name (if applicable) | Date |



(Complete the following if you DO NOT have the E-Verify documentation and a current Affidavit of Work Authorization already on file with the State of Missouri. If completing Box B, do not complete Box C.)

BOX B – CURRENT BUSINESS ENTITY STATUS

I certify that Proshot Concrete, Inc (Business Entity Name) **MEETS** the definition of a business entity as defined in section 285.525, RSMo pertaining to section 285.530.

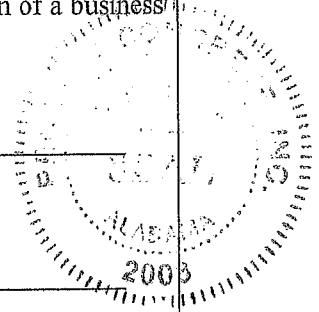
Anthony McDougle
Authorized Business Entity Representative's Name (Please Print)

Anthony M. Dougle
Authorized Business Entity Representative's Signature

Proshot Concrete, Inc
Business Entity Name

11-11-24
Date

cdill@proshotconcrete.com
E-Mail Address



As a business entity, the vendor must perform/provide each of the following. The vendor should check each to verify completion/submission of all of the following:

- Enroll and participate in the E-Verify federal work authorization program (Website: <https://www.e-verify.gov/>; Phone: 888-464-4218; Email: e-verify@dhs.gov) with respect to the employees hired after enrollment in the program who are proposed to work in connection with the services required herein;

AND

- Provide documentation affirming said company's/individual's enrollment and participation in the E-Verify federal work authorization program. Documentation shall include EITHER the E-Verify Employment Eligibility Verification page listing the vendor's name and company ID OR a page from the E-Verify Memorandum of Understanding (MOU) listing the vendor's name and the MOU signature page completed and signed, at minimum, by the vendor and the Department of Homeland Security – Verification Division. If the signature page of the MOU lists the vendor's name and company ID, then no additional pages of the MOU must be submitted;

AND

- Submit a completed, notarized Affidavit of Work Authorization provided on the next page of this Exhibit.

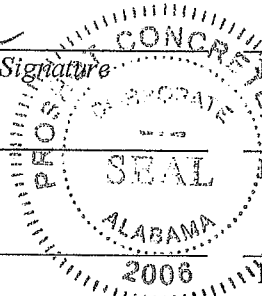
AFFIDAVIT OF WORK AUTHORIZATION:

The vendor who meets the section 285.525, RSMo, definition of a business entity must complete and return the following Affidavit of Work Authorization.

Comes now Anthony McDougle (Name of Business Entity Authorized Representative) as President (Position/Title) first being duly sworn on my oath, affirm Proshot Concrete, Inc (Business Entity Name) is enrolled and will continue to participate in the E-Verify federal work authorization program with respect to employees hired after enrollment in the program who are proposed to work in connection with the services related to contract(s) with the State of Missouri for the duration of the contract(s), if awarded in accordance with subsection 2 of section 285.530, RSMo. I also affirm that Proshot Concrete, Inc (Business Entity Name) does not and will not knowingly employ a person who is an unauthorized alien in connection with the contracted services provided under the contract(s) for the duration of the contract(s), if awarded.

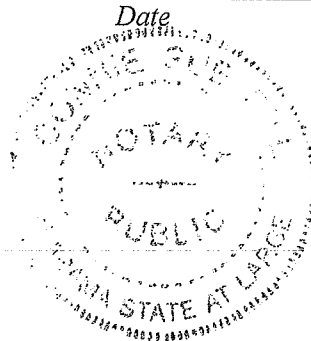
In Affirmation thereof, the facts stated above are true and correct. (The undersigned understands that false statements made in this filing are subject to the penalties provided under section 575.040, RSMo.)

Anthony McDougle Anthony McDougle
Authorized Representative's Signature Printed Name
President 11-11-24
Title Date
cdill@proshotconcrete.com 228037
E-Mail Address E-Verify Company ID Number



Subscribed and sworn to before me this 11th of November 2024. I am
(DAY) (MONTH, YEAR)
commissioned as a notary public within the County of Colbert, State of
(NAME OF COUNTY)
Alabama, and my commission expires on 7-26-26.
(NAME OF STATE) (DATE)

Connie Sue Dill 11-11-24
Signature of Notary Connie Sue Dill Date





Company ID Number: 228037

THE E-VERIFY PROGRAM FOR EMPLOYMENT VERIFICATION MEMORANDUM OF UNDERSTANDING

ARTICLE I

PURPOSE AND AUTHORITY

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

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

ARTICLE II

FUNCTIONS TO BE PERFORMED

A. RESPONSIBILITIES OF SSA

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

Company ID Number: 228037

4. SSA agrees to provide a means of automated verification that is designed (in conjunction with DHS's automated system if necessary) to provide confirmation or tentative nonconfirmation of U.S. citizens' employment eligibility within 3 Federal Government work days of the initial inquiry.

5. SSA agrees to provide a means of secondary verification (including updating SSA records as may be necessary) for employees who contest SSA tentative nonconfirmations that is designed to provide final confirmation or nonconfirmation of U.S. citizens' employment eligibility and accuracy of SSA records for both citizens and aliens within 10 Federal Government work days of the date of referral to SSA, unless SSA determines that more than 10 days may be necessary. In such cases, SSA will provide additional verification instructions.

B. RESPONSIBILITIES OF DHS

1. After SSA verifies the accuracy of SSA records for aliens through E-Verify, DHS agrees to provide the Employer access to selected data from DHS's database to enable the Employer to conduct, to the extent authorized by this MOU:

- Automated verification checks on alien employees by electronic means, and
- Photo verification checks (when available) on employees.

2. DHS agrees to provide to the Employer appropriate assistance with operational problems that may arise during the Employer's participation in the E-Verify program. DHS agrees to provide the Employer names, titles, addresses, and telephone numbers of DHS representatives to be contacted during the E-Verify process.

3. DHS agrees to provide to the Employer a manual (the E-Verify User Manual) containing instructions on E-Verify policies, procedures and requirements for both SSA and DHS, including restrictions on the use of E-Verify. DHS agrees to provide training materials on E-Verify.

4. DHS agrees to provide to the Employer a notice, which indicates the Employer's participation in the E-Verify program. DHS also agrees to provide to the Employer anti-discrimination notices issued by the Office of Special Counsel for Immigration-Related Unfair Employment Practices (OSC), Civil Rights Division, U.S. Department of Justice.

5. DHS agrees to issue the Employer a user identification number and password that permits the Employer to verify information provided by alien employees with DHS's database.

6. DHS agrees to safeguard the information provided to DHS by the Employer, and to limit access to such information to individuals responsible for the verification of alien employment eligibility and for evaluation of the E-Verify program, or to such other persons or entities as may be authorized by applicable law. Information will be used only to verify the accuracy of Social Security Numbers and employment eligibility, to enforce the Immigration and Nationality Act (INA) and Federal criminal laws, and to administer Federal contracting requirements.

7. DHS agrees to provide a means of automated verification that is designed (in conjunction with SSA verification procedures) to provide confirmation or tentative

Company ID Number: 228037

nonconfirmation of employees' employment eligibility within 3 Federal Government work days of the initial inquiry.

8. DHS agrees to provide a means of secondary verification (including updating DHS records as may be necessary) for employees who contest DHS tentative nonconfirmations and photo non-match tentative nonconfirmations that is designed to provide final confirmation or nonconfirmation of the employees' employment eligibility within 10 Federal Government work days of the date of referral to DHS, unless DHS determines that more than 10 days may be necessary. In such cases, DHS will provide additional verification instructions.

C. RESPONSIBILITIES OF THE EMPLOYER

1. The Employer agrees to display the notices supplied by DHS in a prominent place that is clearly visible to prospective employees and all employees who are to be verified through the system.
2. The Employer agrees to provide to the SSA and DHS the names, titles, addresses, and telephone numbers of the Employer representatives to be contacted regarding E-Verify.
3. The Employer agrees to become familiar with and comply with the most recent version of the E-Verify User Manual.
4. The Employer agrees that any Employer Representative who will perform employment verification queries will complete the E-Verify Tutorial before that individual initiates any queries.
 - A. The Employer agrees that all Employer representatives will take the refresher tutorials initiated by the E-Verify program as a condition of continued use of E-Verify, including any tutorials for Federal contractors if the Employer is a Federal contractor.
 - B. Failure to complete a refresher tutorial will prevent the Employer from continued use of the program.
5. The Employer agrees to comply with current Form I-9 procedures, with two exceptions:
 - If an employee presents a "List B" identity document, the Employer agrees to only accept "List B" documents that contain a photo. (List B documents identified in 8 C.F.R. § 274a.2(b)(1)(B)) can be presented during the Form I-9 process to establish identity.) If an employee objects to the photo requirement for religious reasons, the Employer should contact E-Verify at 888-464-4218.
 - If an employee presents a DHS Form I-551 (Permanent Resident Card) or Form I-766 (Employment Authorization Document) to complete the Form I-9, the Employer agrees to make a photocopy of the document and to retain the photocopy with the employee's Form I-9. The employer will use the photocopy to verify the photo and to assist DHS with its review of photo non-matches that are contested by employees. Note that employees retain the right to present any List A, or List B and List C, documentation to complete the Form I-9. DHS may in the future designate other documents that activate the photo screening tool.

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6. The Employer understands that participation in E-Verify does not exempt the Employer from the responsibility to complete, retain, and make available for inspection Forms I-9 that relate to its employees, or from other requirements of applicable regulations or laws, including the obligation to comply with the antidiscrimination requirements of section 274B of the INA with respect to Form I-9 procedures, except for the following modified requirements applicable by reason of the Employer's participation in E-Verify: (1) identity documents must have photos, as described in paragraph 5 above; (2) a rebuttable presumption is established that the Employer has not violated section 274A(a)(1)(A) of the Immigration and Nationality Act (INA) with respect to the hiring of any individual if it obtains confirmation of the identity and employment eligibility of the individual in compliance with the terms and conditions of E-Verify; (3) the Employer must notify DHS if it continues to employ any employee after receiving a final nonconfirmation, and is subject to a civil money penalty between \$550 and \$1,100 for each failure to notify DHS of continued employment following a final nonconfirmation; (4) the Employer is subject to a rebuttable presumption that it has knowingly employed an unauthorized alien in violation of section 274A(a)(1)(A) if the Employer continues to employ an employee after receiving a final nonconfirmation; and (5) no person or entity participating in E-Verify is civilly or criminally liable under any law for any action taken in good faith based on information provided through the confirmation system. DHS reserves the right to conduct Form I-9 compliance inspections during the course of E-Verify, as well as to conduct any other enforcement activity authorized by law.

7. The Employer agrees to initiate E-Verify verification procedures for new employees within 3 Employer business days after each employee has been hired (but after both sections 1 and 2 of the Form I-9 have been completed), and to complete as many (but only as many) steps of the E-Verify process as are necessary according to the E-Verify User Manual. The Employer is prohibited from initiating verification procedures before the employee has been hired and the Form I-9 completed. If the automated system to be queried is temporarily unavailable, the 3-day time period is extended until it is again operational in order to accommodate the Employer's attempting, in good faith, to make inquiries during the period of unavailability. In all cases, the Employer must use the SSA verification procedures first, and use DHS verification procedures and photo screening tool only after the SSA verification response has been given. Employers may initiate verification by notating the Form I-9 in circumstances where the employee has applied for a Social Security Number (SSN) from the SSA and is waiting to receive the SSN, provided that the Employer performs an E-Verify employment verification query using the employee's SSN as soon as the SSN becomes available.

8. The Employer agrees not to use E-Verify procedures for pre-employment screening of job applicants, in support of any unlawful employment practice, or for any other use not authorized by this MOU. Employers must use E-Verify for all new employees, unless an Employer is a Federal contractor that qualifies for the exceptions described in Article II.D.1.c. Except as provided in Article II.D, the Employer will not verify selectively and will not verify employees hired before the effective date of this MOU. The Employer understands that if the Employer uses E-Verify procedures for any purpose other than as authorized by this MOU, the Employer may be subject to appropriate legal action and termination of its access to SSA and DHS information pursuant to this MOU.

9. The Employer agrees to follow appropriate procedures (see Article III. below) regarding tentative nonconfirmations, including notifying employees of the finding, providing written referral instructions to employees, allowing employees to contest the finding, and not taking

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adverse action against employees if they choose to contest the finding. Further, when employees contest a tentative nonconfirmation based upon a photo non-match, the Employer is required to take affirmative steps (see Article III.B. below) to contact DHS with information necessary to resolve the challenge.

10. The Employer agrees not to take any adverse action against an employee based upon the employee's perceived employment eligibility status while SSA or DHS is processing the verification request unless the Employer obtains knowledge (as defined in 8 C.F.R. § 274a.1(l)) that the employee is not work authorized. The Employer understands that an initial inability of the SSA or DHS automated verification system to verify work authorization, a tentative nonconfirmation, a case in continuance (indicating the need for additional time for the government to resolve a case), or the finding of a photo non-match, does not establish, and should not be interpreted as evidence, that the employee is not work authorized. In any of the cases listed above, the employee must be provided a full and fair opportunity to contest the finding, and if he or she does so, the employee may not be terminated or suffer any adverse employment consequences based upon the employee's perceived employment eligibility status (including denying, reducing, or extending work hours, delaying or preventing training, requiring an employee to work in poorer conditions, refusing to assign the employee to a Federal contract or other assignment, or otherwise subjecting an employee to any assumption that he or she is unauthorized to work) until and unless secondary verification by SSA or DHS has been completed and a final nonconfirmation has been issued. If the employee does not choose to contest a tentative nonconfirmation or a photo non-match or if a secondary verification is completed and a final nonconfirmation is issued, then the Employer can find the employee is not work authorized and terminate the employee's employment. Employers or employees with questions about a final nonconfirmation may call E-Verify at 1-888-464-4218 or OSC at 1-800-255-8155 or 1-800-237-2515 (TDD).

11. The Employer agrees to comply with Title VII of the Civil Rights Act of 1964 and section 274B of the INA by not discriminating unlawfully against any individual in hiring, firing, or recruitment or referral practices because of his or her national origin or, in the case of a protected individual as defined in section 274B(a)(3) of the INA, because of his or her citizenship status. The Employer understands that such illegal practices can include selective verification or use of E-Verify except as provided in part D below, or discharging or refusing to hire employees because they appear or sound "foreign" or have received tentative nonconfirmations. The Employer further understands that any violation of the unfair immigration-related employment practices provisions in section 274B of the INA could subject the Employer to civil penalties, back pay awards, and other sanctions, and violations of Title VII could subject the Employer to back pay awards, compensatory and punitive damages. Violations of either section 274B of the INA or Title VII may also lead to the termination of its participation in E-Verify. If the Employer has any questions relating to the anti-discrimination provision, it should contact OSC at 1-800-255-8155 or 1-800-237-2515 (TDD).

12. The Employer agrees to record the case verification number on the employee's Form I-9 or to print the screen containing the case verification number and attach it to the employee's Form I-9.

13. The Employer agrees that it will use the information it receives from SSA or DHS pursuant to E-Verify and this MOU only to confirm the employment eligibility of employees as

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authorized by this MOU. The Employer agrees that it will safeguard this information, and means of access to it (such as PINS and passwords) to ensure that it is not used for any other purpose and as necessary to protect its confidentiality, including ensuring that it is not disseminated to any person other than employees of the Employer who are authorized to perform the Employer's responsibilities under this MOU, except for such dissemination as may be authorized in advance by SSA or DHS for legitimate purposes.

14. The Employer acknowledges that the information which it receives from SSA is governed by the Privacy Act (5 U.S.C. § 552a(i)(1) and (3)) and the Social Security Act (42 U.S.C. 1306(a)), and that any person who obtains this information under false pretenses or uses it for any purpose other than as provided for in this MOU may be subject to criminal penalties.

15. The Employer agrees to cooperate with DHS and SSA in their compliance monitoring and evaluation of E-Verify, including by permitting DHS and SSA, upon reasonable notice, to review Forms I-9 and other employment records and to interview it and its employees regarding the Employer's use of E-Verify, and to respond in a timely and accurate manner to DHS requests for information relating to their participation in E-Verify.

D. RESPONSIBILITIES OF FEDERAL CONTRACTORS

1. The Employer understands that if it is a Federal contractor subject to the employment verification terms in Subpart 22.18 of the FAR it must verify the employment eligibility of any "employee assigned to the contract" (as defined in FAR 22.1801) in addition to verifying the employment eligibility of all other employees required to be verified under the FAR. Once an employee has been verified through E-Verify by the Employer, the Employer may not reverify the employee through E-Verify.

a. Federal contractors not enrolled at the time of contract award: An Employer that is not enrolled in E-Verify as a Federal contractor at the time of a contract award must enroll as a Federal contractor in the E-Verify program within 30 calendar days of contract award and, within 90 days of enrollment, begin to use E-Verify to initiate verification of employment eligibility of new hires of the Employer who are working in the United States, whether or not assigned to the contract. Once the Employer begins verifying new hires, such verification of new hires must be initiated within 3 business days after the date of hire. Once enrolled in E-Verify as a Federal contractor, the Employer must initiate verification of employees assigned to the contract within 90 calendar days after the date of enrollment or within 30 days of an employee's assignment to the contract, whichever date is later.

b. Federal contractors already enrolled at the time of a contract award: Employers enrolled in E-Verify as a Federal contractor for 90 days or more at the time of a contract award must use E-Verify to initiate verification of employment eligibility for new hires of the Employer who are working in the United States, whether or not assigned to the contract, within 3 business days after the date of hire. If the Employer is enrolled in E-Verify as a Federal contractor for 90 calendar days or less at the time of contract award, the Employer must, within 90 days of enrollment, begin to use E-Verify to initiate verification of new hires of the contractor who are working in the United States, whether or not assigned to the contract. Such verification of new hires must be initiated within 3 business days after the date of hire. An Employer enrolled as a Federal contractor in E-Verify must initiate verification of each employee assigned to the

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contract within 90 calendar days after date of contract award or within 30 days after assignment to the contract, whichever is later.

c. Institutions of higher education, State, local and tribal governments and sureties: Federal contractors that are institutions of higher education (as defined at 20 U.S.C. 1001(a)), State or local governments, governments of Federally recognized Indian tribes, or sureties performing under a takeover agreement entered into with a Federal agency pursuant to a performance bond may choose to only verify new and existing employees assigned to the Federal contract. Such Federal contractors may, however, elect to verify all new hires, and/or all existing employees hired after November 6, 1986. The provisions of Article II.D, paragraphs 1.a and 1.b of this MOU providing timeframes for initiating employment verification of employees assigned to a contract apply to such institutions of higher education, State, local and tribal governments, and sureties.

d. Verification of all employees: Upon enrollment, Employers who are Federal contractors may elect to verify employment eligibility of all existing employees working in the United States who were hired after November 6, 1986, instead of verifying only those employees assigned to a covered Federal contract. After enrollment, Employers must elect to do so only in the manner designated by DHS and initiate E-Verify verification of all existing employees within 180 days after the election.

e. Form I-9 procedures for Federal contractors: The Employer may use a previously completed Form I-9 as the basis for initiating E-Verify verification of an employee assigned to a contract as long as that Form I-9 is complete (including the SSN), complies with Article II.C.5, the employee's work authorization has not expired, and the Employer has reviewed the information reflected in the Form I-9 either in person or in communications with the employee to ensure that the employee's stated basis in section 1 of the Form I-9 for work authorization has not changed (including, but not limited to, a lawful permanent resident alien having become a naturalized U.S. citizen). If the Employer is unable to determine that the Form I-9 complies with Article II.C.5, if the employee's basis for work authorization as attested in section 1 has expired or changed, or if the Form I-9 contains no SSN or is otherwise incomplete, the Employer shall complete a new I-9 consistent with Article II.C.5, or update the previous I-9 to provide the necessary information. If section 1 of the Form I-9 is otherwise valid and up-to-date and the form otherwise complies with Article II.C.5, but reflects documentation (such as a U.S. passport or Form I-551) that expired subsequent to completion of the Form I-9, the Employer shall not require the production of additional documentation, or use the photo screening tool described in Article II.C.5, subject to any additional or superseding instructions that may be provided on this subject in the E-Verify User Manual. Nothing in this section shall be construed to require a second verification using E-Verify of any assigned employee who has previously been verified as a newly hired employee under this MOU, or to authorize verification of any existing employee by any Employer that is not a Federal contractor.

2. The Employer understands that if it is a Federal contractor, its compliance with this MOU is a performance requirement under the terms of the Federal contract or subcontract, and the Employer consents to the release of information relating to compliance with its verification responsibilities under this MOU to contracting officers or other officials authorized to review the Employer's compliance with Federal contracting requirements.

ARTICLE III

REFERRAL OF INDIVIDUALS TO SSA AND DHS

A. REFERRAL TO SSA

1. If the Employer receives a tentative nonconfirmation issued by SSA, the Employer must print the tentative nonconfirmation notice as directed by the automated system and provide it to the employee so that the employee may determine whether he or she will contest the tentative nonconfirmation.
2. The Employer will refer employees to SSA field offices only as directed by the automated system based on a tentative nonconfirmation, and only after the Employer records the case verification number, reviews the input to detect any transaction errors, and determines that the employee contests the tentative nonconfirmation. The Employer will transmit the Social Security Number to SSA for verification again if this review indicates a need to do so. The Employer will determine whether the employee contests the tentative nonconfirmation as soon as possible after the Employer receives it.
3. If the employee contests an SSA tentative nonconfirmation, the Employer will provide the employee with a system-generated referral letter and instruct the employee to visit an SSA office within 8 Federal Government work days. SSA will electronically transmit the result of the referral to the Employer within 10 Federal Government work days of the referral unless it determines that more than 10 days is necessary. The Employer agrees to check the E-Verify system regularly for case updates.
4. The Employer agrees not to ask the employee to obtain a printout from the Social Security Number database (the Numident) or other written verification of the Social Security Number from the SSA.

B. REFERRAL TO DHS

1. If the Employer receives a tentative nonconfirmation issued by DHS, the Employer must print the tentative nonconfirmation notice as directed by the automated system and provide it to the employee so that the employee may determine whether he or she will contest the tentative nonconfirmation.
2. If the Employer finds a photo non-match for an employee who provides a document for which the automated system has transmitted a photo, the employer must print the photo non-match tentative nonconfirmation notice as directed by the automated system and provide it to the employee so that the employee may determine whether he or she will contest the finding.
3. The Employer agrees to refer individuals to DHS only when the employee chooses to contest a tentative nonconfirmation received from DHS automated verification process or when the Employer issues a tentative nonconfirmation based upon a photo non-match. The Employer will determine whether the employee contests the tentative nonconfirmation as soon as possible

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after the Employer receives it.

4. If the employee contests a tentative nonconfirmation issued by DHS, the Employer will provide the employee with a referral letter and instruct the employee to contact DHS through its toll-free hotline (as found on the referral letter) within 8 Federal Government work days.

5. If the employee contests a tentative nonconfirmation based upon a photo non-match, the Employer will provide the employee with a referral letter to DHS. DHS will electronically transmit the result of the referral to the Employer within 10 Federal Government work days of the referral unless it determines that more than 10 days is necessary. The Employer agrees to check the E-Verify system regularly for case updates.

6. The Employer agrees that if an employee contests a tentative nonconfirmation based upon a photo non-match, the Employer will send a copy of the employee's Form I-551 or Form I-766 to DHS for review by:

- Scanning and uploading the document, or
- Sending a photocopy of the document by an express mail account (furnished and paid for by DHS).

7. The Employer understands that if it cannot determine whether there is a photo match/non-match, the Employer is required to forward the employee's documentation to DHS by scanning and uploading, or by sending the document as described in the preceding paragraph, and resolving the case as specified by the Immigration Services Verifier at DHS who will determine the photo match or non-match.

ARTICLE IV

SERVICE PROVISIONS

SSA and DHS will not charge the Employer for verification services performed under this MOU. The Employer is responsible for providing equipment needed to make inquiries. To access the E-Verify System, an Employer will need a personal computer with Internet access.

ARTICLE V

PARTIES

A. This MOU is effective upon the signature of all parties, and shall continue in effect for as long as the SSA and DHS conduct the E-Verify program unless modified in writing by the mutual consent of all parties, or terminated by any party upon 30 days prior written notice to the others. Any and all system enhancements to the E-Verify program by DHS or SSA, including but not limited to the E-Verify checking against additional data sources and instituting new verification procedures, will be covered under this MOU and will not cause the need for a supplemental MOU that outlines these changes. DHS agrees to train employers on all changes made to E-Verify through the use of mandatory refresher tutorials and updates to the E-Verify User Manual. Even without changes to E-Verify, DHS reserves the right to require employers to take

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mandatory refresher tutorials. An Employer that is a Federal contractor may terminate this MOU when the Federal contract that requires its participation in E-Verify is terminated or completed. In such a circumstance, the Federal contractor must provide written notice to DHS. If an Employer that is a Federal contractor fails to provide such notice, that Employer will remain a participant in the E-Verify program, will remain bound by the terms of this MOU that apply to non-Federal contractor participants, and will be required to use the E-Verify procedures to verify the employment eligibility of all newly hired employees.

B. Notwithstanding Article V, part A of this MOU, DHS may terminate this MOU if deemed necessary because of the requirements of law or policy, or upon a determination by SSA or DHS that there has been a breach of system integrity or security by the Employer, or a failure on the part of the Employer to comply with established procedures or legal requirements. The Employer understands that if it is a Federal contractor, termination of this MOU by any party for any reason may negatively affect its performance of its contractual responsibilities.

C. Some or all SSA and DHS responsibilities under this MOU may be performed by contractor(s), and SSA and DHS may adjust verification responsibilities between each other as they may determine necessary. By separate agreement with DHS, SSA has agreed to perform its responsibilities as described in this MOU.

D. Nothing in this MOU is intended, or should be construed, to create any right or benefit, substantive or procedural, enforceable at law by any third party against the United States, its agencies, officers, or employees, or against the Employer, its agents, officers, or employees.

E. Each party shall be solely responsible for defending any claim or action against it arising out of or related to E-Verify or this MOU, whether civil or criminal, and for any liability wherefrom, including (but not limited to) any dispute between the Employer and any other person or entity regarding the applicability of Section 403(d) of IIRIRA to any action taken or allegedly taken by the Employer.

F. The Employer understands that the fact of its participation in E-Verify is not confidential information and may be disclosed as authorized or required by law and DHS or SSA policy, including but not limited to, Congressional oversight, E-Verify publicity and media inquiries, determinations of compliance with Federal contractual requirements, and responses to inquiries under the Freedom of Information Act (FOIA).

G. The foregoing constitutes the full agreement on this subject between DHS and the Employer.

H. The individuals whose signatures appear below represent that they are authorized to enter into this MOU on behalf of the Employer and DHS respectively.



E-VERIFY IS A SERVICE OF DHS

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

Employer Proshot Concrete, Inc.

Donald J Barnes

Name (Please Type or Print)

Title

Electronically Signed

Signature

07/06/2009

Date

Department of Homeland Security – Verification Division

USCIS Verification Division

Name (Please Type or Print)

Title

Electronically Signed

Signature

07/06/2009

Date



E-VERIFY IS A SERVICE OF DHS

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Information Required for the E-Verify Program

Information relating to your Company:

Company Name: Proshot Concrete, Inc.

Company Facility Address: 4158 Musgrove Drive

Florence, AL 35630

Company Alternate

Address: P.O. Box 1636

Florence, AL 35630

County or Parish: LAUDERDALE

Employer Identification

Number: 205269497

North American Industry
Classification Systems

Code: 238

Parent Company: _____

Number of Employees: 20 to 99

Number of Sites Verified

for: 1

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

- ALABAMA 1 site(s)



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

| | | | |
|-------------------|-----------------------------------|-------------|-------------------------|
| Name: | Donald J Barnes | Fax Number: | (256) 764 - 5946 |
| Telephone Number: | (256) 764 - 5941 | | |
| E-mail Address: | donnie@proshotconcrete.com | | |

(Complete the following if you have the E-Verify documentation and a current Affidavit of Work Authorization already on file with the State of Missouri. If completing Box C, do not complete Box B.)

BOX C – AFFIDAVIT ON FILE - CURRENT BUSINESS ENTITY STATUS

I certify that _____ (Business Entity Name) **MEETS** the definition of a business entity as defined in section 285.525, RSMo pertaining to section 285.530, RSMo and have enrolled and currently participates in the E-Verify federal work authorization program with respect to the employees hired after enrollment in the program who are proposed to work in connection with the services related to contract(s) with the State of Missouri. We have previously provided documentation to a Missouri Department that affirms enrollment and participation in the E-Verify federal work authorization program. The documentation that was previously provided included the following.

- ✓ The E-Verify Employment Eligibility Verification page OR a page from the E-Verify Memorandum of Understanding (MOU) listing the vendor's name and the MOU signature page completed and signed by the vendor and the Department of Homeland Security – Verification Division
- ✓ A current, notarized Affidavit of Work Authorization (must be completed, signed, and notarized within the past twelve months).

Name of **Missouri Department** to Which Previous E-Verify Documentation Submitted:

Date of Previous E-Verify Documentation Submission: _____

Previous **Bid/Contract Number** for Which Previous E-Verify Documentation Submitted: _____
(if known)

Authorized Business Entity Representative's
Name (Please Print)

*Authorized Business Entity
Representative's Signature*

Business Entity Name

Date

E-Mail Address

E-Verify MOU Company ID Number

FOR STATE OF MISSOURI USE ONLY

Documentation Verification Completed By:

Buyer

Date

Domestic Products Procurement Act – RSMo 34.350 – 34.359 Certification

Each contract for the purchase or lease of manufactured goods or commodities by any public agency, and each contract made by a public agency for construction, alteration, repair, or maintenance of any public works shall contain a provision that any manufactured goods or commodities used or supplied in the performance of that contract or any subcontract thereto shall be manufactured or produced in the United States. (34.353.1 RSMo)

Project Name: Merriwether Storm Tunnel Rehab

Project Number: DNR-SW-E7D7FD50B471

Contract Name: Project # 2132 Merriwether Storm Tunnel Rehab

Please check one of the following and sign where indicated.

- All of the manufactured goods used in the project are produced in the United States.
- A waiver is being requested from the _____ to the domestic
(owner)
products provision due to the following exception:
 - The specified products are not manufactured or produced in the United States in sufficient quantities or manufactured or produced in the United States within the necessary time frames in sufficient quantities.
 - The cost for the specified products would increase the contract by more than 10 percent*; or
 - Only one line of a product is manufactured or produced in the United States.

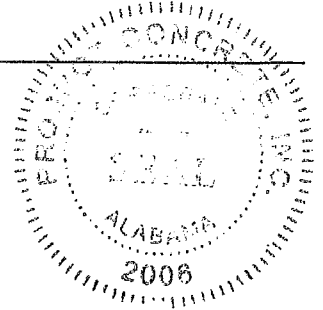
Documentation of at least one of the cases above must be provided. List below the materials that cannot comply with the Domestic Product Procurement Act provisions.

Additional sheets (attach if necessary)

Proshot Concrete, Inc
Name of Contracting Firm

Anthony M. Dougle
Signature
Anthony McDougle, President

11-11-24
Date



DNR-SW-E7D7FD50B471

ARPA Project Number

CERTIFICATION REGARDING LOBBYING

CERTIFICATION FOR CONTRACTS, GRANTS, LOANS AND COOPERATIVE AGREEMENTS

The undersigned certifies, to the best of his or her knowledge and belief, that:

(1) No Federal appropriated funds have been paid or will be paid, by or on behalf of the undersigned, to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with the awarding of any Federal contract, the making of any Federal grant, the making of any Federal loan, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any Federal contract, grant, loan, or cooperative agreement.

(2) If any funds other than Federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress in connection with this Federal contract, grant, loan, or cooperative agreement, the undersigned shall complete and submit Standard Form-LLL, "Disclosure Form to Report Lobbying," in accordance with its instructions.

(3) The undersigned shall require that the language of this certification be included in the award documents for all sub-awards at all tiers (including sub-contracts, sub-grants, and contracts under grants, loans, and cooperative agreements) and that all sub-recipients shall certify and disclose accordingly.

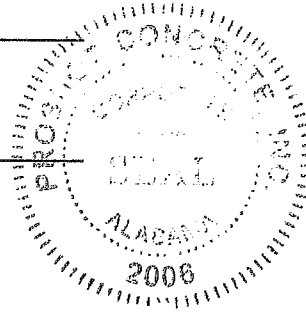
This certification is a material representation of fact upon which reliance was placed when this transaction was made or entered into. Submission of this certification is a prerequisite for making or entering into this transaction imposed by section 1352, title 31 U.S. Code. Any person who fails to file the required certification shall be subject to a civil penalty of not less than \$10,000 and not more than \$100,000 for each such failure.

Anthony McDougle, President

Typed Name & Title of Authorized Representative

Anthony M. Dougle

Signature and Date of Authorized Representative



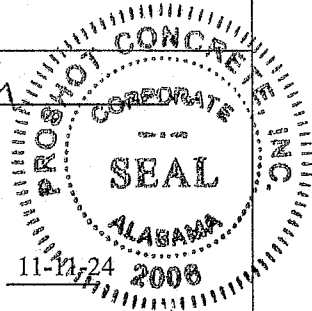
N/A

Approved by OMB
0348-0046

Disclosure of Lobbying Activities

Complete this form to disclose lobbying activities pursuant to 31 U.S.C. 1352
(See reverse for public burden disclosure)

| | | |
|---|---|--|
| 1. Type of Federal Action: a. contract _____ b. grant c. cooperative agreement d. loan e. loan guarantee f. loan insurance | 2. Status of Federal Action: a. bid/offer/application _____ b. initial award c. post-award | 3. Report Type: a. initial filing _____ b. material change For material change only: Year _____ quarter _____ Date of last report _____ |
| 4. Name and Address of Reporting Entity: _____ Prime _____ Subawardee Tier _____, if Known: Congressional District, if known: | 5. If Reporting Entity in No. 4 is Subawardee, Enter Name and Address of Prime: Congressional District, if known: | |
| 6. Federal Department/Agency: | 7. Federal Program Name/Description: CFDA Number, if applicable: _____ | |
| 8. Federal Action Number, if known: | 9. Award Amount, if known: \$ | |
| 10. a. Name and Address of Lobbying Registrant <i>(if individual, last name, first name, MI):</i> | b. Individuals Performing Services <i>(including address if different from No. 10a)</i> <i>(last name, first name, MI):</i> | |
| 11. Information requested through this form is authorized by title 31 U.S.C. section 1352. This disclosure of lobbying activities is a material representation of fact upon which reliance was placed by the tier above when this transaction was made or entered into. This disclosure is required pursuant to 31 U.S.C. 1352. This information will be reported to the Congress semi-annually and will be available for public inspection. Any person who fails to file the required disclosure shall be subject to a civil penalty of not less than \$10,000 and not more than \$100,000 for each such failure. | Signature: <u>Anthony McDougle</u> Print Name: <u>Anthony McDougle</u> Title: <u>President</u> Telephone No.: <u>256-764-5941</u> Date: <u>11-11-24 2008</u> | |
| Federal Use Only | Authorized for Local Reproduction Standard Form - LLL (Rev. 7-97) | |



INSTRUCTIONS FOR COMPLETION OF SF-LLL, DISCLOSURE OF LOBBYING ACTIVITIES

This disclosure form shall be completed by the reporting entity, whether subawardee or prime Federal recipient, at the initiation or receipt of a covered Federal action, or a material change to a previous filing, pursuant to title 31 U.S.C. section 1352. The filing of a form is required for each payment or agreement to make payment to any lobbying entity for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with a covered Federal action. Complete all items that apply for both the initial filing and material change report. Refer to the implementing guidance published by the Office of Management and Budget for additional information.

1. Identify the type of covered Federal action for which lobbying activity is and/or has been secured to influence the outcome of a covered Federal action.
2. Identify the status of the covered Federal action.
3. Identify the appropriate classification of this report. If this is a followup report caused by a material change to the information previously reported, enter the year and quarter in which the change occurred. Enter the date of the last previously submitted report by this reporting entity for this covered Federal action.
4. Enter the full name, address, city, State and zip code of the reporting entity. Include Congressional District, if known. Check the appropriate classification of the reporting entity that designates if it is, or expects to be, a prime or subaward recipient. Identify the tier of the subawardee, e.g., the first subawardee of the prime is the 1st tier. Subawards include but are not limited to subcontracts, subgrants and contract awards under grants.
5. If the organization filing the report in item 4 checks "Subawardee," then enter the full name, address, city, State and zip code of the prime Federal recipient. Include Congressional District, if known.
6. Enter the name of the federal agency making the award or loan commitment. Include at least one organizational level below agency name, if known. For example, Department of Transportation, United States Coast Guard.
7. Enter the Federal program name or description for the covered Federal action (item 1). If known, enter the full Catalog of Federal Domestic Assistance (CFDA) number for grants, cooperative agreements, loans, and loan commitments.
8. Enter the most appropriate Federal identifying number available for the Federal action identified in item 1 (e.g., Request for Proposal (RFP) number; Invitations for Bid (IFB) number; grant announcement number; the contract, grant, or loan award number; the application/proposal control number assigned by the Federal agency). Included prefixes, e.g., "RFP-DE-90-001."
9. For a covered Federal action where there has been an award or loan commitment by the Federal agency, enter the Federal amount of the award/loan commitment for the prime entity identified in item 4 or 5.
10. (a) Enter the full name, address, city, State and zip code of the lobbying registrant under the Lobbying Disclosure Act of 1995 engaged by the reporting entity identified in item 4 to influence the covered Federal action.

(b) Enter the full names of the individual(s) performing services, and include full address if different from 10(a). Enter Last Name, First Name, and Middle Initial (MI).
11. The certifying official shall sign and date the form, print his/her name, title, and telephone number.

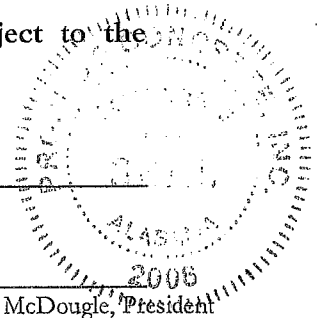
According to the Paperwork Reduction Act, as amended, no persons are required to respond to a collection of information unless it displays a valid OMB control Number. The valid OMB control number for this information collection is OMB No. 0348-0046. Public reporting burden for this collection of information is estimated to average 10 minutes per response, including time for reviewing instructions, searching existing data sources, gathering and maintaining the data needed, and completing and reviewing the collection of information. Send comments regarding the burden estimate or any other aspect of this collection of information, including suggestions for reducing this burden, to the Office of Management and Budget, Paperwork Reduction Project (0348-0046), Washington, DC 20503

FURTHER AFFIANT SAITH NOT.

IN AFFIRMATION THEREOF, the facts stated above are true and correct (the undersigned understands that false statements made in this filing are subject to the penalties provided in Section 575.040, RSMo.)

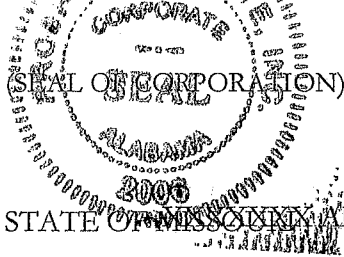
Proshot Concrete, Inc
(name of corporation)

By: Anthony McDougle
(name of officer of corporation and title) Anthony McDougle, President



ATTEST:

Donnie Barnes
Secretary (or other officer), Donnie Barnes, Assistant Corporate Secretary



STATE OF ~~MISSOURI~~ Alabama)
) ss.
COUNTY OF ~~CAPE GIRARDEAU~~ Lauderdale)

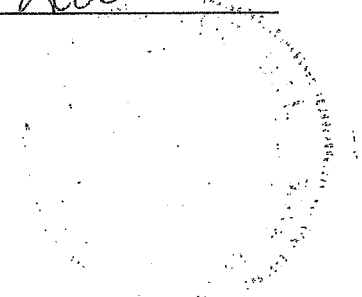
On this 11th day of November, 2024, before me appeared Anthony McDougle, to me personally known, who, being by me duly sworn, did say that he/she is the _____ of Proshot Concrete, Inc Florence, a ~~Missouri~~ Corporation, and that the seal affixed to the foregoing instrument is the seal of said Corporation, and that the said instrument was signed and sealed in behalf of said Corporation by authority of its Board of Directors, and acknowledged said instrument to be the free act and deed of said Corporation.

IN TESTIMONY WHEREOF, I have hereunto set my hand and affixed my official seal, at my office in ~~Cape Girardeau~~ Florence, Missouri, the day and year first above written.

Connie Sue Dill
Notary Public Connie Sue Dill

My Commission Expires:

7-26-26



ANTI-DISCRIMINATION AGAINST ISRAEL ACT CERTIFICATION

Pursuant to RSMo. §34.600, a public entity shall not enter into a contract to acquire or dispose of services, supplies, information technology, or construction valued at \$100,000 or more, or with a contractor having ten or more employees, unless the contract includes a written certification that the person or company is not currently engaged in, and shall not, for the duration of the contract, engage in a boycott of:

Goods or services from the State of Israel;

Companies doing business in, or with, Israel;

Companies authorized by, licensed by, or organized under, the laws of the State of Israel; or

Persons or entities doing business in the State of Israel;

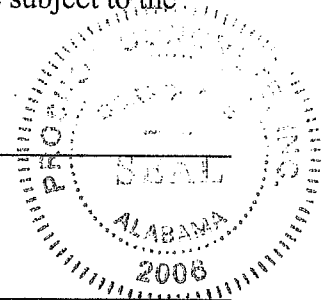
For a definition of the term "boycott", please refer to RSMo. §34.600.3. A copy of the statute is attached.

By signing below, the Contractor agrees and certifies that it does not currently, and will not for the duration of this contract, engage in any of the types of boycotts listed above.

IN AFFIRMATION THEREOF, the undersigned states that the facts stated above are true and correct, and that he/she understands that false statements made in this filing are subject to the penalties provided in Section 575.040, RSMo.

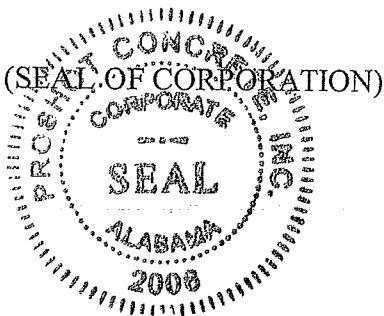
Proshot Concrete, Inc
(Name of Corporation)

By: Anthony McDougale
(Name of Officer of Corporation and Title)
Anthony McDougale, President



ATTEST:

Donnie Barnes
Secretary (or other officer) Donnie Barnes, Assistant Corporate Secretary

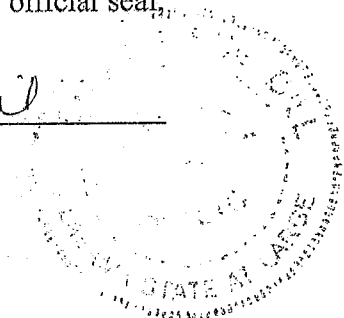


STATE OF Alabama)
) ss.
COUNTY OF Lauderdale)

On this 11th day of November, 2024, before me appeared Anthony McDougle, to me personally known, who, being by me duly sworn, did say that he/she is the President of Proshot Concrete, Inc Alabama, a ~~Missouri~~ Alabama Corporation, and that the seal affixed to the foregoing instrument is the seal of said Corporation, and that the said instrument was signed and sealed in behalf of said Corporation by authority of its Board of Directors, and acknowledged said instrument to be the free act and deed of said Corporation.

IN TESTIMONY WHEREOF, I have hereunto set my hand and affixed my official seal, at my office, the day and year first above written.

Connie Sue Dill
Notary Public Connie Sue Dill



My Commission Expires:

7-26-26

BID BOND

BIDDER (Name and Address):

Proshot Concrete, Inc.

4158 Musgrove Drive,

Florence, AL 35630

SURETY (Name and Address of Principal Place of Business):

Fidelity and Deposit Company of Maryland

1299 ZURICH WAY, 10TH FLOOR,

SCHAUMBURG, IL 60196 - 1056

OWNER (Name and Address):

City of Cape Girardeau

44 N. Lorimier Street

Cape Girardeau, MO 63701

BID

BID DUE DATE:

PROJECT (Brief Description Including Location):

Merriwether Tunnel Rehab

BOND

BOND NUMBER: Bid Bond

DATE: (Not later than Bid Due Date): November 13, 2024

PENAL SUM: Five Percent of Amount Bid (5%)

IN WITNESS WHEREOF, Surety and Bidder, intending to be legally bound hereby, subject to the terms printed on the reverse side hereof, do each cause this Bid Bond to be duly executed on its behalf by its authorized officer, agent, or representative.

BIDDER

Proshot Concrete, Inc.

Bidder's Name and Corporate Seal

By:

Signature and Title Anthony McDougle, President

Attest:

Signature and Title Donald Barnes

Assistant Corporate Secretary

NOTE: (1) Above addresses are to be used for giving required notice.

(2) Any singular reference to Bidder, Surety, Owner or other party shall be considered plural where applicable.

EJCDC NO. 1910-28-C (1990 Edition)

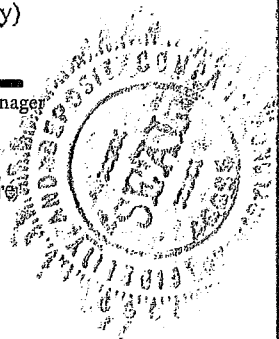
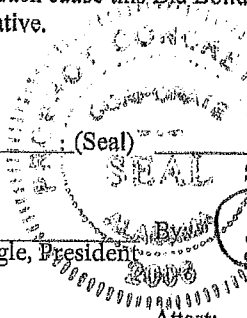
SURETY

City of Cape Girardeau

Surety's Name and Corporate Seal

Signature and Title (Attach Power of Attorney)

Signature and Title Grant Simmons, Account Manager



1. Bidder and Surety, jointly and severally, bind themselves, their heirs, executors, administrators successors and assigns to pay to Owner upon default of Bidder the penal sum set forth on the face of this Bond.
2. Default of Bidder shall occur upon the failure of Bidder to deliver within the time required by the Bidding Documents the executed Agreement required by the Bidding Documents and any performance and payment bonds required by the Bidding Documents and Contract Documents.
3. This obligation shall be null and void if:
 - 3.1 Owner accepts Bidder's bid and Bidder delivers within the time required by the Bidding Documents (or any extension thereof agreed to in writing by Owner) the executed Agreement required by the Bidding Documents and any performance and payment bonds required by the Bidding Documents and Contract Documents, or
 - 3.2 All bids are rejected by Owner, or
 - 3.3 Owner fails to issue a notice of award to Bidder within the time specified in the Bidding Documents (or any extension thereof agreed to in writing by Bidder and, if applicable, consented to by Surety when required by paragraph 5 hereof)
4. Payment under this Bond will be due and payable upon default of Bidder and within 30 calendar days after receipt by Bidder and Surety of written notice of default from Owner, which notice will be given with reasonable promptness, identifying this Bond and the Project and including a statement of the amount due.
5. Surety waives notice of and any and all defenses based on or arising out of any time extension to issue notice of award agreed to in writing by Owner and Bidder, provided that the time for issuing notice of award including extensions shall not in the aggregate exceed 120 days from Bid Due Date without Surety's written consent.
6. No suit or action shall be commenced under this Bond prior to 30 calendar days after the notice of default required in paragraph 4 above is received by Bidder and Surety, and in no case later than one year after Bid Due Date
7. Any suit or action under this Bond shall be commenced only in a court of competent jurisdiction located in the state in which the Project is located.
8. Notice required hereunder shall be in writing and sent to Bidder and Surety at their respective addresses shown on the face of this Bond. Such notices may be sent by personal delivery, commercial courier or by United States Registered or Certified Mail, return receipt requested, postage prepaid, and shall be deemed to be effective upon receipt by the party concerned.
9. Surety shall cause to be attached to this Bond a current and effective Power of Attorney evidencing the authority of the officer, agent or representative who executed this Bond on behalf of Surety to execute, seal and deliver such Bond and bind the Surety thereby.
10. This Bond is intended to conform to all applicable statutory requirements. Any Applicable requirement of any applicable statute that has been omitted from this Bond shall be deemed to be included herein as if set forth at length. If any provision of the Bond conflicts with any applicable provision of any applicable statute, then the provision of said statute shall govern and the remainder of this Bond that is not in conflict therewith shall continue in full force and effect.
11. The term "bid" as used herein includes a bid, offer or proposal as applicable.

EXTRACT FROM BY-LAWS OF THE COMPANIES

"Article V, Section 8, Attorneys-in-Fact. The Chief Executive Officer, the President, or any Executive Vice President or Vice President may, by written instrument under the attested corporate seal, appoint attorneys-in-fact with authority to execute bonds, policies, recognizances, stipulations, undertakings, or other like instruments on behalf of the Company, and may authorize any officer or any such attorney-in-fact to affix the corporate seal thereto; and may with or without cause modify or revoke any such appointment or authority at any time."

CERTIFICATE

I, the undersigned, Vice President of the ZURICH AMERICAN INSURANCE COMPANY, the COLONIAL AMERICAN CASUALTY AND SURETY COMPANY, and the FIDELITY AND DEPOSIT COMPANY OF MARYLAND, do hereby certify that the foregoing Power of Attorney is still in full force and effect on the date of this certificate; and I do further certify that Article V, Section 8, of the By-Laws of the Companies is still in force.

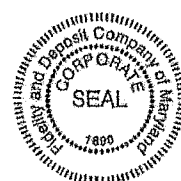
This Power of Attorney and Certificate may be signed by facsimile under and by authority of the following resolution of the Board of Directors of the ZURICH AMERICAN INSURANCE COMPANY at a meeting duly called and held on the 15th day of December 1998.

RESOLVED: "That the signature of the President or a Vice President and the attesting signature of a Secretary or an Assistant Secretary and the Seal of the Company may be affixed by facsimile on any Power of Attorney...Any such Power or any certificate thereof bearing such facsimile signature and seal shall be valid and binding on the Company."

This Power of Attorney and Certificate may be signed by facsimile under and by authority of the following resolution of the Board of Directors of the COLONIAL AMERICAN CASUALTY AND SURETY COMPANY at a meeting duly called and held on the 5th day of May, 1994, and the following resolution of the Board of Directors of the FIDELITY AND DEPOSIT COMPANY OF MARYLAND at a meeting duly called and held on the 10th day of May, 1990.

RESOLVED: "That the facsimile or mechanically reproduced seal of the company and facsimile or mechanically reproduced signature of any Vice-President, Secretary, or Assistant Secretary of the Company, whether made heretofore or hereafter, wherever appearing upon a certified copy of any power of attorney issued by the Company, shall be valid and binding upon the Company with the same force and effect as though manually affixed.

IN TESTIMONY WHEREOF, I have hereunto subscribed my name and affixed the corporate seals of the said Companies, this 13th day of November, 2024.



Thomas O. McClellan
Vice President

TO REPORT A CLAIM WITH REGARD TO A SURETY BOND, PLEASE SUBMIT A COMPLETE DESCRIPTION OF THE CLAIM INCLUDING THE PRINCIPAL ON THE BOND, THE BOND NUMBER, AND YOUR CONTACT INFORMATION TO:

Zurich Surety Claims
1299 Zurich Way
Schaumburg, IL 60196-1056
reportsfclaims@zurichna.com
800-626-4577

Authenticity of this bond can be confirmed at bondvalidator.zurichna.com or 410-559-8790

**ZURICH AMERICAN INSURANCE COMPANY
COLONIAL AMERICAN CASUALTY AND SURETY COMPANY
FIDELITY AND DEPOSIT COMPANY OF MARYLAND
POWER OF ATTORNEY**

KNOW ALL MEN BY THESE PRESENTS: That the ZURICH AMERICAN INSURANCE COMPANY, a corporation of the State of New York, the COLONIAL AMERICAN CASUALTY AND SURETY COMPANY, a corporation of the State of Illinois, and the FIDELITY AND DEPOSIT COMPANY OF MARYLAND a corporation of the State of Illinois (herein collectively called the "Companies"), by Robert D. Murray, Vice President, in pursuance of authority granted by Article V, Section 8, of the By-Laws of said Companies, which are set forth on the reverse side hereof and are hereby certified to be in full force and effect on the date hereof, do hereby nominate, constitute, and appoint to Bruce S. DENSON, JR, Sharon E. GRIFFITH, Grantland RICE, III, Gregg A. TATUM, Thomas J. BOLE, Grace BROWN of Birmingham, Alabama, its true and lawful agent and Attorney-in-Fact, to make, execute, seal and deliver, for, and on its behalf as surety, and as its act and deed: **any and all bonds and undertakings**, and the execution of such bonds or undertakings in pursuance of these presents, shall be as binding upon said Companies, as fully and amply, to all intents and purposes, as if they had been duly executed and acknowledged by the regularly elected officers of the ZURICH AMERICAN INSURANCE COMPANY at its office in New York, New York., the regularly elected officers of the COLONIAL AMERICAN CASUALTY AND SURETY COMPANY at its office in Owings Mills, Maryland., and the regularly elected officers of the FIDELITY AND DEPOSIT COMPANY OF MARYLAND at its office in Owings Mills, Maryland., in their own proper persons.

The said Vice President does hereby certify that the extract set forth on the reverse side hereof is a true copy of Article V, Section 8, of the By-Laws of said Companies, and is now in force.

IN WITNESS WHEREOF, the said Vice-President has hereunto subscribed his/her names and affixed the Corporate Seals of the said ZURICH AMERICAN INSURANCE COMPANY, COLONIAL AMERICAN CASUALTY AND SURETY COMPANY, and FIDELITY AND DEPOSIT COMPANY OF MARYLAND, this 24th day of January, A.D. 2024.



**ATTEST:
ZURICH AMERICAN INSURANCE COMPANY
COLONIAL AMERICAN CASUALTY AND SURETY COMPANY
FIDELITY AND DEPOSIT COMPANY OF MARYLAND**

By: *Robert D. Murray*
Vice President

By: *Dawn E. Brown*
Secretary

**State of Maryland
County of Baltimore**

On this 24th day of January, A.D. 2024, before the subscriber, a Notary Public of the State of Maryland, duly commissioned and qualified, **Robert D. Murray, Vice President and Dawn E. Brown, Secretary** of the Companies, to me personally known to be the individuals and officers described in and who executed the preceding instrument, and acknowledged the execution of same, and being by me duly sworn, depose and saith, that he/she is the said officer of the Company aforesaid, and that the seals affixed to the preceding instrument are the Corporate Seals of said Companies, and that the said Corporate Seals and the signature as such officer were duly affixed and subscribed to the said instrument by the authority and direction of the said Corporations.

IN TESTIMONY WHEREOF, I have hereunto set my hand and affixed my Official Seal the day and year first above written.

Genevieve M. Maison

GENEVIEVE M. MAISON
NOTARY PUBLIC
BALTIMORE COUNTY, MD
My Commission Expires JANUARY 27, 2025



Authenticity of this bond can be confirmed at bondvalidator.zurichna.com or 410-559-8790

BID OPENING

SUMMARY OF PROPOSALS RECEIVED FOR:

Merriwether Storm Tunnel Rehab

DATE: NOVEMBER 13, 2024

TIME: 10:00 AM

PLACE: HUB Conference Room

COMPUTED BY: KJ

| ITEM NO. | DESCRIPTION | UNIT | QTY | ENGINEER'S ESTIMATE | | PROSHOT CONCRETE INC 4158 MULSGROVE DRIVE FLORENCE AL 36630 | | SAK CONSTRUCTION INC 564 HOFF ROAD O'FALLON MO 63366 | | VISU-SEWER OF MISSOURI 62203 7895 ST CLAIR AVENUE EAST ST LOUIS IL 62203 | |
|----------|--|------|-----|---------------------|--------------|---|--------------|--|--------------|--|--------------|
| | | | | UNIT PRICE | TOTAL | UNIT PRICE | TOTAL | UNIT PRICE | TOTAL | UNIT PRICE | TOTAL |
| | Item Description | | | | | | | | | | |
| 1 | Mobilization/Demobilization | LS | 1 | \$20,000.00 | \$20,000.00 | \$20,000.00 | \$20,000.00 | \$24,000.00 | \$24,000.00 | \$50,000.00 | \$50,000.00 |
| 2 | Traffic Control | LS | 1 | \$5,000.00 | \$5,000.00 | \$5,000.00 | \$5,000.00 | \$8,500.00 | \$8,500.00 | \$10,000.00 | \$10,000.00 |
| 3 | Temporary Bypass Pumping | AL | 1 | \$50,000.00 | \$50,000.00 | \$7,500.00 | \$7,500.00 | \$1,850.00 | \$1,850.00 | \$100,000.00 | \$100,000.00 |
| 4 | Cleaning/Surface Preparation of Tunnel | LS | 1 | \$25,000.00 | \$25,000.00 | \$12,000.00 | \$12,000.00 | \$15,000.00 | \$15,000.00 | \$108,000.00 | \$108,000.00 |
| 5 | Tunnel Point Repair | EA | 15 | \$3,000.00 | \$45,000.00 | \$1,000.00 | \$15,000.00 | \$500.00 | \$7,500.00 | \$3,750.00 | \$56,250.00 |
| 6 | 2" Thick Cementitious Liner | LF | 465 | \$441.00 | \$205,065.00 | \$342.00 | \$159,030.00 | \$1,015.00 | \$471,975.00 | \$380.00 | \$176,700.00 |
| | Total Bid | | | | \$350,065.00 | | \$218,530.00 | | \$528,825.00 | | \$500,950.00 |
| | AMOUNT OF PROPOSAL GUARANTEE | | | | | 50% OF BID | | 5% | | 5% BID | |
| | SURETY | | | | | FIDELITY & DEPOSIT CO OF MARYLAND | | TRAVELERS CASUALTY & SURETY | | SIRIUSPOINT AMERICA INSURANCE CO | |
| | PROJECT MANAGER | | | | | ***Low Bidder*** | | | | | |

I hereby certify that the above is a true and correct summary of proposals received

Cathy Brunke

Staff: Jake Garrard, P.E., City Engineer
Agenda: 12/2/2024

AGENDA REPORT
Cape Girardeau City Council

24-214

SUBJECT

A Resolution Authorizing the City Manager to Execute an Agreement with Fronabarger Concreters Inc., for the Improvements to South Sprigg Street - from Shawnee Parkway/Route 74 to Southern Expressway in the City of Cape Girardeau, Missouri.

EXECUTIVE SUMMARY

The improvements project consists of concrete street patching, removal and replacement of curb and gutter, milling of existing asphalt and new asphalt overlay, removal and replacement of sidewalks and driveway entrances within project right-of-way, installation of new water mains, point repairs of existing sewer mains and attached sewer wyes, replacement of entire and partial manholes, new curb inlets and stormwater pipe, adjustments of manholes, valves, and storm inlet lids to finished grade and any other related construction items as stated in the contract documents and drawings prepared by the City.

BACKGROUND/DISCUSSION

The project was publicly advertised, and bids were received on November 19, 2024. Four (4) bids were received. The bids ranged from \$1,514,845.00 to 1,735,142.80. The low bid, submitted by Fronabarger Concreters, Inc. was \$1,514,845.00. This was below the Engineers Estimate of Cost, which was \$2,318,629.00.

One (1) other bid was found after the bids had been opened. Because the proposal was not clearly marked as a bid, it was deemed to be unresponsive.

FINANCIAL IMPACT

The South Sprigg Street - Shawnee Parkway/Route 74 to Southern Expressway is being funded by the Transportation Trust Fund.

STAFF RECOMMENDATION

Staff recommends Council pass and approve a Resolution authorizing the City Manager to enter into a contract with Fronabarger Concreters, Inc. for the Improvements to South Sprigg Street.

| ATTACHMENTS: | |
|---------------------|--------------|
| Name: | Description: |

| | |
|--|----------------------|
| 24-132_Agreement_Fronabarger_Sprigg_Street_Improvements-Southern_Expressway_to_Shawnee.doc | Resolution |
| Agreement_with_Fronabarger.pdf | AGR with Fronabarger |
| Bid_Tabulation_signed.pdf | Breakdown of bids |

BILL NO. 24-132

RESOLUTION NO. _____

A RESOLUTION AUTHORIZING THE CITY MANAGER TO EXECUTE AN AGREEMENT WITH FRONABARGER CONCRETERS, INC., FOR THE SOUTH SPRIGG STREET IMPROVEMENTS - SOUTHERN EXPRESSWAY TO SHAWNEE PARKWAY

BE IT RESOLVED BY THE COUNCIL OF THE CITY OF CAPE GIRARDEAU, MISSOURI, AS FOLLOWS:

ARTICLE 1. The City Manager, for and on behalf of the City of Cape Girardeau, Missouri, is hereby authorized to execute an Agreement with Fronabarger Concreters, Inc., for South Sprigg Street Improvements - Southern Expressway to Shawnee Parkway (MO 74), in the City of Cape Girardeau, Missouri. The Agreement shall be in substantially the form attached hereto, which document is hereby approved by the City Council, and incorporated herein by reference, with such changes or amendments as shall be approved by the officers of the City executing the same. The officers, agents, and employees of the City are hereby authorized to execute all documents and take steps as they deem necessary and advisable to carry out and perform the purpose of this Resolution.

PASSED AND ADOPTED THIS _____ DAY OF _____, 2024.

Stacy Kinder, Mayor

ATTEST:

Traci Weissmueller, Deputy City Clerk



CITY of CAPE GIRARDEAU

AGREEMENT BETWEEN OWNER AND CONTRACTOR FOR CONSTRUCTION CONTRACT (STIPULATED PRICE)

THIS AGREEMENT is by and between The City of Cape Girardeau ("Owner") and
Fronabarger Concreters, Inc. ("Contractor").

Owner and Contractor hereby agree as follows:

ARTICLE 1 – WORK

1.01 Contractor shall complete all Work as specified or indicated in the Contract Documents. The Work is generally described as follows:

The improvements project consists of concrete street patching, removal and replacement of curb and gutter, milling of existing asphalt and new asphalt overlay, removal and replacement of sidewalks and driveway entrances within project right-of-way, installation of new water mains, point repairs of existing sewer mains and attached sewer wyes, replacement of entire and partial manholes, new curb inlets and stormwater pipe, adjustments of manholes, valves, and storm inlet lids to finished grade and any other related construction items as stated in the contract documents and drawings prepared by the City.

ARTICLE 2 – THE PROJECT

2.01 The Project, of which the Work under the Contract Documents is a part, is generally described as follows: *Sprigg Street Improvements – Southern Expressway to Shawnee Parkway (MO 74)*

ARTICLE 3 – ENGINEER

3.01 The Project has been designed in-house.

3.02 The City Engineer or the City Engineer's designee is to act as Owner's representative, assume all duties and responsibilities, and have the rights and authority assigned to Engineer in the Contract Documents in connection with the completion of the Work in accordance with the Contract Documents.

ARTICLE 4 – CONTRACT TIMES

4.01 *Time of the Essence*

A. All time limits for Milestones, if any, Substantial Completion, and completion and readiness for final payment as stated in the Contract Documents are of the essence of the Contract.

Contract Times: Days

- B. The Work will be substantially completed within **300 calendar** days after the date when the Contract Times commence to run as provided in Paragraph 4.01 of the General Conditions, and completed and ready for final payment in accordance with Paragraph 15.06 of the General Conditions within **330 calendar** days after the date when the Contract Times commence to run.
- C. Once a street is disturbed by construction activities, it shall not be left for more than seven (7) consecutive days without progress towards completion being done.

4.02 Liquidated Damages

- A. Contractor and Owner recognize that time is of the essence as stated in Paragraph 4.01 above and that Owner will suffer financial and other losses if the Work is not completed and Milestones not achieved within the times specified in Paragraph 4.02 above, plus any extensions thereof allowed in accordance with the Contract. The parties also recognize the delays, expense, and difficulties involved in proving in a legal or arbitration proceeding the actual loss suffered by Owner if the Work is not completed on time. Accordingly, instead of requiring any such proof, Owner and Contractor agree that as liquidated damages for delay (but not as a penalty):
 - 1. Substantial Completion: Contractor shall pay Owner \$ **1225** for each day that expires after the time (as duly adjusted pursuant to the Contract) specified in Paragraph 4.02.A above for Substantial Completion until the Work is substantially complete.
 - 2. Completion of Remaining Work: After Substantial Completion, if Contractor shall neglect, refuse, or fail to complete the remaining Work within the Contract Time (as duly adjusted pursuant to the Contract) for completion and readiness for final payment, Contractor shall pay Owner \$ **1500** for each day that expires after such time until the Work is completed and ready for final payment.
 - 3. Liquidated damages for failing to timely attain Substantial Completion and final completion are not additive and will not be imposed concurrently.

ARTICLE 5 – CONTRACT PRICE

- 5.01 Owner shall pay Contractor for completion of the Work in accordance with the Contract Documents the amounts that follow, subject to adjustment under the Contract:
 - A. For all Work, at the prices stated in Contractor's Bid, attached hereto as an exhibit.

ARTICLE 6 – PAYMENT PROCEDURES

6.01 Submittal and Processing of Payments

- A. Contractor shall submit Applications for Payment in accordance with Article 15 of the General Conditions. Applications for Payment will be processed by Engineer as provided in the General Conditions.

6.02 Progress Payments; Retainage

- A. Owner shall make progress payments on account of the Contract Price on the basis of Contractor's Applications for Payment on or about the **10th** day of each month during performance of the Work as provided in Paragraph 6.02.A.1 below, provided that such Applications for Payment have been submitted in a timely manner and otherwise meet the requirements of the Contract. All such payments will be measured by the Schedule of Values

established as provided in the General Conditions (and in the case of Unit Price Work based on the number of units completed) or, in the event there is no Schedule of Values, as provided elsewhere in the Contract.

1. Prior to Substantial Completion, progress payments will be made in an amount equal to the percentage indicated below but, in each case, less the aggregate of payments previously made and less such amounts as Owner may withhold, including but not limited to liquidated damages, in accordance with the Contract
 - a. 95 percent of Work completed (with the balance being retainage). If the Work has been 50 percent completed as determined by Engineer, and if the character and progress of the Work have been satisfactory to Owner and Engineer, then as long as the character and progress of the Work remain satisfactory to Owner and Engineer, there will be no additional retainage; and
 - b. 95 percent of cost of materials and equipment not incorporated in the Work (with the balance being retainage).
- B. Upon Substantial Completion, Owner shall pay an amount sufficient to increase total payments to Contractor to 98 percent of the Work completed, less such amounts set off by Owner pursuant to Paragraph 15.01.E of the General Conditions.

6.03 *Final Payment*

- A. Upon final completion and acceptance of the Work in accordance with Paragraph 15.06 of the General Conditions, Owner shall pay the remainder of the Contract Price as recommended by Engineer as provided in said Paragraph 15.06.

ARTICLE 7 – INTEREST

- 7.01 All amounts not paid when due shall bear interest at the maximum rate allowed by Missouri's Public Prompt Payment Act.

ARTICLE 8 – CONTRACTOR'S REPRESENTATIONS

- 8.01 In order to induce Owner to enter into this Contract, Contractor makes the following representations:
 - A. Contractor has examined and carefully studied the Contract Documents, and any data and reference items identified in the Contract Documents.
 - B. Contractor has visited the Site, conducted a thorough, alert visual examination of the Site and adjacent areas, and become familiar with and is satisfied as to the general, local, and Site conditions that may affect cost, progress, and performance of the Work.
 - C. Contractor is familiar with and is satisfied as to all Laws and Regulations that may affect cost, progress, and performance of the Work.
 - D. If applicable, Contractor has carefully studied all: (1) reports of explorations and tests of subsurface conditions at or adjacent to the Site and all drawings of physical conditions relating to existing surface or subsurface structures at the Site that have been identified in the Supplementary Conditions, especially with respect to Technical Data in such reports and drawings, and (2) reports and drawings relating to Hazardous Environmental Conditions, if any, at or adjacent to the Site that have been identified in the Supplementary Conditions, especially with respect to Technical Data in such reports and drawings.

- E. Contractor has considered the information known to Contractor itself; information commonly known to contractors doing business in the locality of the Site; information and observations obtained from visits to the Site; the Contract Documents; and if applicable, the Site-related reports and drawings identified in the Contract Documents, with respect to the effect of such information, observations, and documents on (1) the cost, progress, and performance of the Work; (2) the means, methods, techniques, sequences, and procedures of construction to be employed by Contractor; and (3) Contractor's safety precautions and programs.
- F. Based on the information and observations referred to in the preceding paragraph, Contractor agrees that no further examinations, investigations, explorations, tests, studies, or data are necessary for the performance of the Work at the Contract Price, within the Contract Times, and in accordance with the other terms and conditions of the Contract.
- G. Contractor is aware of the general nature of work to be performed by Owner and others at the Site that relates to the Work as indicated in the Contract Documents.
- H. Contractor has given Engineer written notice of all conflicts, errors, ambiguities, or discrepancies that Contractor has discovered in the Contract Documents, and the written resolution thereof by Engineer is acceptable to Contractor.
- I. The Contract Documents are generally sufficient to indicate and convey understanding of all terms and conditions for performance and furnishing of the Work.
- J. Contractor's entry into this Contract constitutes an incontrovertible representation by Contractor that without exception all prices in the Agreement are premised upon performing and furnishing the Work required by the Contract Documents.

ARTICLE 9 – CONTRACT DOCUMENTS

9.01 Contents

- A. The Contract Documents consist of the following:
 - 1. This Agreement (pages 1 to 7, inclusive).
 - 2. Performance bond (pages [redacted] to [redacted], inclusive).
 - 3. Payment bond (pages [redacted] to [redacted], inclusive).
 - 4. General Conditions and Supplementary Conditions (pages 1 to 70, inclusive).
 - 5. Specifications as listed in the table of contents of the Project Manual.
 - 6. Drawings (not attached but incorporated by reference) consisting of **22 sheets** with each sheet bearing the following general title: **Sprigg Street Improvements Project, Southern Expressway to Shawnee Parkway (MO 74)**.
 - 7. Addenda (numbers **1** to **1**, inclusive).
 - 8. Exhibits to this Agreement (enumerated as follows):
 - a. Contractor's Bid **Marked Exhibit A**).
 - 9. The following which may be delivered or issued on or after the Effective Date of the Contract and are not attached hereto:
 - a. Notice to Proceed.
 - b. Work Change Directives.

- c. Change Orders.
 - d. Field Orders.
 - e. Affidavit of Compliance with Prevailing Wage
 - f. Contractor's Warranty
 - g. Contractor's Affidavit Regarding Settlement of Claims
- B. The documents listed in Paragraph 9.01.A are attached to this Agreement (except as expressly noted otherwise above).
- C. There are no Contract Documents other than those listed above in this Article 9.
- D. The Contract Documents may only be amended, modified, or supplemented as provided in the General Conditions.

ARTICLE 10 – MISCELLANEOUS

10.01 Terms

- A. Terms used in this Agreement will have the meanings stated in the General Conditions and the Supplementary Conditions.

10.02 Assignment of Contract

- A. Unless expressly agreed to elsewhere in the Contract, no assignment by a party hereto of any rights under or interests in the Contract will be binding on another party hereto without the written consent of the party sought to be bound; and, specifically but without limitation, money that may become due and money that is due may not be assigned without such consent (except to the extent that the effect of this restriction may be limited by law), and unless specifically stated to the contrary in any written consent to an assignment, no assignment will release or discharge the assignor from any duty or responsibility under the Contract Documents.

10.03 Successors and Assigns

- A. Owner and Contractor each binds itself, its successors, assigns, and legal representatives to the other party hereto, its successors, assigns, and legal representatives in respect to all covenants, agreements, and obligations contained in the Contract Documents.

10.04 Severability

- A. Any provision or part of the Contract Documents held to be void or unenforceable under any Law or Regulation shall be deemed stricken, and all remaining provisions shall continue to be valid and binding upon Owner and Contractor, who agree that the Contract Documents shall be reformed to replace such stricken provision or part thereof with a valid and enforceable provision that comes as close as possible to expressing the intention of the stricken provision.

10.05 Contractor's Certifications

- A. Contractor certifies that it has not engaged in corrupt, fraudulent, collusive, or coercive practices in competing for or in executing the Contract. Bidder must submit a completed Certification Regarding Debarment, Suspension and other Responsibility Matters as attachment to the Bid. For the purposes of this Paragraph 10.05:

1. "corrupt practice" means the offering, giving, receiving, or soliciting of any thing of value likely to influence the action of a public official in the bidding process or in the Contract execution;

2. "fraudulent practice" means an intentional misrepresentation of facts made (a) to influence the bidding process or the execution of the Contract to the detriment of Owner, (b) to establish Bid or Contract prices at artificial non-competitive levels, or (c) to deprive Owner of the benefits of free and open competition;
3. "collusive practice" means a scheme or arrangement between two or more Bidders, with or without the knowledge of Owner, a purpose of which is to establish Bid prices at artificial, non-competitive levels; and
4. "coercive practice" means harming or threatening to harm, directly or indirectly, persons or their property to influence their participation in the bidding process or affect the execution of the Contract.

10.06 *Other Provisions*

- A. Owner stipulates that if the General Conditions that are made a part of this Contract are based on EJCDC® C-700, Standard General Conditions for the Construction Contract, published by the Engineers Joint Contract Documents Committee®, and if Owner is the party that has furnished said General Conditions, then Owner has plainly shown all modifications to the standard wording of such published document to the Contractor, through a process such as highlighting or "track changes" (redline/strikeout), or in the Supplementary Conditions.

IN WITNESS WHEREOF, Owner and Contractor have signed this Agreement.

This Agreement will be effective on _____ (which is the Effective Date of the Contract).

OWNER: City of Cape Girardeau

CONTRACTOR: Fronabarger Concreters, Inc.

By: Dr. Kenneth Haskin

By: _____

Title: City Manager

Title: _____

(If Contractor is a corporation, a partnership, or a joint venture, attach evidence of authority to sign.)

Attest: _____

Attest: _____

Title: _____

Title: _____

Address for giving notices:

Address for giving notices:

Community Development, City Hall

Fronabarger Concreters, Inc.

44 N. Lorimier St.

3290 State Highway E

Cape Girardeau, MO 63701

Oak Ridge, MO 63769

License No.: _____

(where applicable)

Exhibit A

CITY *of* CAPE GIRARDEAU

BID FORM

PROJECT IDENTIFICATION:

The improvements project consists of concrete street patching, removal and replacement of curb and gutter, milling of existing asphalt and new asphalt overlay, removal and replacement of sidewalks and driveway entrances within project right-of-way, installation of new water mains, point repairs of existing sewer mains and attached sewer wyes, replacement of entire and partial manholes, new curb inlets and stormwater pipe, adjustments of manholes, valves, and storm inlet lids to finished grade and any other related construction items as stated in the contract documents and drawings prepared by the City.

CONTRACT IDENTIFICATION:

Project Name: **Sprigg Street Improvements – Southern Expressway to Shawnee Parkway (MO 74)**

City Project Number: **6252**

Issue Date: **October 2024**

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ARTICLE 1 – BID RECIPIENT

- 1.01 This Bid is submitted through the City's E-Procurement system.
- 1.02 The undersigned Bidder proposes and agrees, if this Bid is accepted, to enter into an Agreement with Owner in the form included in the Bidding Documents to perform all Work as specified or indicated in the Bidding Documents for the prices and within the times indicated in this Bid and in accordance with the other terms and conditions of the Bidding Documents.

ARTICLE 2 – BIDDER'S ACKNOWLEDGEMENTS

- 2.01 Bidder accepts all of the terms and conditions of the Instructions to Bidders, including without limitation those dealing with the disposition of Bid security. This Bid will remain subject to acceptance for 60 days after the Bid opening, or for such longer period of time that Bidder may agree to in writing upon request of Owner.

ARTICLE 3 – BIDDER'S REPRESENTATIONS

- 3.01 In submitting this Bid, Bidder represents that:
 - A. Bidder has examined and carefully studied the Bidding Documents, and any data and reference items identified in the Bidding Documents, and hereby acknowledges receipt of the following Addenda:

| <u>Addendum No.</u> | <u>Addendum, Date</u> |
|---------------------|-----------------------|
| <u>1</u> | <u>11/13/24</u> |
| _____ | _____ |
| _____ | _____ |
| _____ | _____ |

- B. Bidder has visited the Site, conducted a thorough, alert visual examination of the Site and adjacent areas, and become familiar with and satisfied itself as to the general, local, and Site conditions that may affect cost, progress, and performance of the Work.
- C. Bidder is familiar with and has satisfied itself as to all Laws and Regulations that may affect cost, progress, and performance of the Work.
- D. Bidder has carefully studied all, if any: (1) reports of explorations and tests of subsurface conditions at or adjacent to the Site and all drawings of physical conditions relating to existing surface or subsurface structures at the Site that have been identified in the Supplementary Conditions, especially with respect to Technical Data in such reports and drawings, and (2) reports and drawings relating to Hazardous Environmental Conditions, if any, at or adjacent to the Site that have been identified in the Supplementary Conditions, especially with respect to Technical Data in such reports and drawings.
- E. Bidder has considered the information known to Bidder itself; information commonly known to contractors doing business in the locality of the Site; information and observations obtained from visits to the Site; the Bidding Documents; and any Site-related reports and drawings identified in the Bidding Documents, with respect to the effect of such information, observations, and documents on (1) the cost, progress, and performance of the Work; (2) the means, methods, techniques, sequences, and procedures of construction to be employed by Bidder; and (3) Bidder's safety precautions and programs.

- F. Bidder agrees, based on the information and observations referred to in the preceding paragraph, that no further examinations, investigations, explorations, tests, studies, or data are necessary for the determination of this Bid for performance of the Work at the price bid and within the times required, and in accordance with the other terms and conditions of the Bidding Documents.
- G. Bidder is aware of the general nature of work to be performed by Owner and others at the Site that relates to the Work as indicated in the Bidding Documents.
- H. Bidder has given Owner written notice of all conflicts, errors, ambiguities, or discrepancies that Bidder has discovered in the Bidding Documents, and confirms that the written resolution thereof by Owner is acceptable to Bidder.
- I. The Bidding Documents are generally sufficient to indicate and convey understanding of all terms and conditions for the performance and furnishing of the Work.
- J. The submission of this Bid constitutes an incontrovertible representation by Bidder that Bidder has complied with every requirement of this Article, and that without exception the Bid and all prices in the Bid are premised upon performing and furnishing the Work required by the Bidding Documents.

ARTICLE 4 – BIDDER'S CERTIFICATION

4.01 Bidder certifies that:

- A. This Bid is genuine and not made in the interest of or on behalf of any undisclosed individual or entity and is not submitted in conformity with any collusive agreement or rules of any group, association, organization, or corporation;
- B. Bidder has not directly or indirectly induced or solicited any other Bidder to submit a false or sham Bid;
- C. Bidder has not solicited or induced any individual or entity to refrain from bidding; and
- D. Bidder has not engaged in corrupt, fraudulent, collusive, or coercive practices in competing for the Contract. For the purposes of this Paragraph 4.01.D:
 - 1. "corrupt practice" means the offering, giving, receiving, or soliciting of anything of value likely to influence the action of a public official in the bidding process;
 - 2. "fraudulent practice" means an intentional misrepresentation of facts made (a) to influence the bidding process to the detriment of Owner, (b) to establish bid prices at artificial non-competitive levels, or (c) to deprive Owner of the benefits of free and open competition;
 - 3. "collusive practice" means a scheme or arrangement between two or more Bidders, with or without the knowledge of Owner, a purpose of which is to establish bid prices at artificial, non-competitive levels; and
 - 4. "coercive practice" means harming or threatening to harm, directly or indirectly, persons or their property to influence their participation in the bidding process or affect the execution of the Contract.

ARTICLE 5 – BASIS OF BID

- 5.01 Bidder will complete the Work in accordance with the Contract Documents for the price(s) documented on the E-Procurement Bid Form.

Bidder acknowledges that (1) each Bid Unit Price includes an amount considered by Bidder to be adequate to cover Contractor's overhead and profit for each separately identified item, and (2) estimated quantities are not guaranteed, and are solely for the purpose of comparison of Bids, and final payment for all unit price Bid items will be based on actual quantities, determined as provided in the Contract Documents.

ARTICLE 6 – TIME OF COMPLETION

- 6.01 Bidder agrees that the Work will be substantially complete and will be completed and ready for final payment in accordance with Paragraph 15.06 of the General Conditions on or before the dates or within the number of calendar days indicated in the Agreement.
- 6.02 Bidder accepts the provisions of the Agreement as to liquidated damages.

ARTICLE 7 – ATTACHMENTS TO THIS BID

- 7.01 The following documents are submitted with and made a condition of this Bid:
- A. Required Bid security;
 - B. Evidence of authority to do business in the state of the Project; or a written covenant to obtain such license within the time for acceptance of Bids;
 - C. If applicable, Contractor's License No.: 1424 [or] Evidence of Bidder's ability to obtain a State Contractor's License and a covenant by Bidder to obtain said license within the time for acceptance of Bids;
 - D. Required Bidder Qualification Statement with supporting data;
 - E. Affidavit of Work Authorization;
 - F. Affidavit of OSHA Training;
 - G. Anti-Discrimination Against Israel Act Certification; and
 - H. Certification Regarding Debarment, Suspension and Other Responsibility Matters.

ARTICLE 8 – DEFINED TERMS

- 8.01 The terms used in this Bid with initial capital letters have the meanings stated in the Instructions to Bidders, the General Conditions, and the Supplementary Conditions.

ARTICLE 9 – BID SUBMITTAL

BIDDER: *[Indicate correct name of bidding entity]*

Finnabarger Concreters Inc.

By: *[Signature]*

[Printed name] David McMullin

(If Bidder is a corporation, a limited liability company, a partnership, or a joint venture, attach evidence of authority to sign.)

Attest: Kelly Tucker
[Signature]

[Printed name] KELLY TUCKER

Title: SECRETARY

Submittal Date: 11/19/24

Address for giving notices:
3290 State, HWY E
Dak Ridge, MO 63769

Telephone Number: (573) 266-3212

Fax Number: (573) 266-3235

Contact Name and e-mail address: David McMullin

david@fronabarger.com

Bidder's License No.: 1424
(where applicable)

ITEMIZED BID FORM

| Item No. | Description | Unit | Quantity | Unit Price | Subtotal |
|----------|---|-------------|----------|--------------|---------------|
| 1 | Mobilization | Lump Sum | 1 | \$ 85,000.00 | \$ 85,000.00 |
| 2 | Temporary Traffic Control | Lump Sum | 1 | \$ 7,500.00 | \$ 7,500.00 |
| 3 | Temporary Erosion Control | Lump Sum | 1 | \$ 5,500.00 | \$ 5,500.00 |
| 4 | Tree Removal | Each | 21 | \$ 1,750.00 | \$ 36,750.00 |
| 5 | Stump Removal | Each | 2 | \$ 500.00 | \$ 1,000.00 |
| 6 | Street Milling (3" or less) | Square Yard | 13700 | \$ 2.90 | \$ 39,730.00 |
| 7 | Remove and Replace Driveway (6 in. PCC Pavement and 4in. Type 5 Base) | Square Foot | 5050 | \$ 10.25 | \$ 51,762.50 |
| 8 | Remove and Replace Street Pavement (7in. PCC and 4in. Type 5 Base) | Square Foot | 7900 | \$ 10.75 | \$ 84,925.00 |
| 9 | Remove and Replace Street Pavement (8in. PCC and 4in. Type 5 Base) | Square Foot | 18720 | \$ 9.50 | \$ 177,840.00 |
| 10 | Remove and Replace Concrete Curb and Gutter | Linear Foot | 6100 | \$ 31.00 | \$ 189,100.00 |
| 11 | Asphaltic Concrete - SP-125 | Ton | 1900 | \$ 102.00 | \$ 193,800.00 |
| 12 | Liquid Asphalt (Tack Coat) | Gallon | 1380 | \$ 4.00 | \$ 5,520.00 |
| 13 | Remove and Replace Concrete Sidewalk (4in. PCC on 4" Base) | Square Foot | 23170 | \$ 9.25 | \$ 214,322.50 |
| 14 | Truncated Domes | Square Foot | 238 | \$ 25.00 | \$ 5,950.00 |
| 15 | Pavement Marking - Single Dashed 4in. Yellow Waterborne | Linear Foot | 910 | \$ 2.00 | \$ 1,820.00 |
| 16 | Pavement Marking - Solid Double 4in. Yellow Waterborne | Linear Foot | 42 | \$ 2.00 | \$ 84.00 |
| 17 | Pavement Marking - 24in. White Waterborne | Linear Foot | 228 | \$ 22.00 | \$ 5,016.00 |
| 18 | Relocate Traffic Sign | Each | 24 | \$ 175.00 | \$ 4,200.00 |
| 19 | Relocate Existing Stop Sign and Street Signs | Each | 7 | \$ 175.00 | \$ 1,225.00 |
| 20 | Furnish New Traffic Sign Post | Each | 9 | \$ 150.00 | \$ 1,350.00 |
| 21 | Furnish New Traffic Sign | Each | 3 | \$ 200.00 | \$ 600.00 |
| 22 | Install New Wayfinding Signs Furnished by Others | Each | 2 | \$ 175.00 | \$ 350.00 |

| | | | | | | | |
|----|---|-------------|------|----|----------|----|------------|
| 23 | Adjust Storm Inlet Lid/Grate to Grade | Each | 2 | \$ | 1,250.00 | \$ | 2,500.00 |
| 24 | Adjust Manhole Lid to Grade | Each | 9 | \$ | 1,250.00 | \$ | 11,250.00 |
| 25 | Valve Box/Lid Adjustment | Each | 3 | \$ | 225.00 | \$ | 675.00 |
| 26 | Mailbox Relocation | Each | 2 | \$ | 175.00 | \$ | 350.00 |
| 27 | Remove and Replace 4' Diameter Sanitary Sewer Manhole | Each | 1 | \$ | 7,500.00 | \$ | 7,500.00 |
| 28 | Top Manhole Section Replacement | Each | 2 | \$ | 2,000.00 | \$ | 4,000.00 |
| 29 | 8" SDR 35 PVC Sewer Pipe | Linear Foot | 368 | \$ | 100.00 | \$ | 36,800.00 |
| 30 | 8"x6" Wye Fitting | Each | 3 | \$ | 450.00 | \$ | 1,350.00 |
| 31 | 8"x4" Wye Fitting | Each | 8 | \$ | 350.00 | \$ | 2,800.00 |
| 32 | 6" SDR 35 PVC Sewer Pipe | Linear Foot | 30 | \$ | 100.00 | \$ | 3,000.00 |
| 33 | 4" SDR 35 PVC Sewer Pipe | Linear Foot | 80 | \$ | 100.00 | \$ | 8,000.00 |
| 34 | Sanitary Cleanout | Each | 12 | \$ | 650.00 | \$ | 7,800.00 |
| 35 | 8" HDPE DR11 Water Main | Linear Foot | 2850 | \$ | 68.00 | \$ | 193,800.00 |
| 36 | 6" HDPE DR11 Water Main | Linear Foot | 31 | \$ | 75.00 | \$ | 2,325.00 |
| 37 | 8" Gate Valve | Each | 10 | \$ | 2,350.00 | \$ | 23,500.00 |
| 38 | 8"x6" D.I. Reducer | Each | 3 | \$ | 200.00 | \$ | 600.00 |
| 39 | 8"x8"x6" D.I. Tee | Each | 5 | \$ | 750.00 | \$ | 3,750.00 |
| 40 | 6"x6"x6" D.I. Tee | Each | 1 | \$ | 700.00 | \$ | 700.00 |
| 41 | 8"X8"X8" D.I. Tee | Each | 3 | \$ | 1,000.00 | \$ | 3,000.00 |
| 42 | 8" 90 Deg. D.I. Elbow | Each | 1 | \$ | 550.00 | \$ | 550.00 |
| 43 | Fire Hydrant & Valve Assembly | Each | 5 | \$ | 7,600.00 | \$ | 38,000.00 |
| 44 | Furnish and Install Valve Box | Each | 2 | \$ | 350.00 | \$ | 700.00 |
| 45 | 15" HDPP Storm Sewer Pipe | Linear Foot | 146 | \$ | 75.00 | \$ | 10,950.00 |
| 46 | Extend 12" RCP Storm Pipe | Lump Sum | 1 | \$ | 850.00 | \$ | 850.00 |

| | | | | | | |
|--------------------------|---|-------------|----|-------------|----|------------------------|
| 47 | Make Connection to Existing Storm Sewer Manhole | Each | 3 | \$ 1,250.00 | \$ | 3,750.00 |
| 48 | Plug 15" Storm Sewer Pipe Opening at Manhole | Each | 2 | \$ 750.00 | \$ | 1,500.00 |
| 49 | 3' x 3.5' Curb Inlet | Each | 7 | \$ 3,300.00 | \$ | 23,100.00 |
| 50 | Remove Existing Curb Inlet | Each | 1 | \$ 500.00 | \$ | 500.00 |
| 51 | Rebuild Top of Curb Inlet Box and New Lid | Each | 2 | \$ 1,650.00 | \$ | 3,300.00 |
| 52 | Remove Grated Storm Box and Backfill | Each | 2 | \$ 500.00 | \$ | 1,000.00 |
| 53 | Remove Storm Sewer Pipe and Backfill | Linear Foot | 90 | \$ 40.00 | \$ | 3,600.00 |
| TOTAL BID AMOUNT: | | | | | | \$ 1,514,845.00 |

Fronabarger Concreters, Inc.
3290 State Hwy E
Oak Ridge, MO 63769



November 18, 2024

City Of Cape Girardeau

RE: Subcontractors Sprigg Steet Improvements Drainage Improvements

Proposed List of Subcontractors:

ASA Asphalt
Road Runner
Eastern Missouri Industries, Inc.

Please call with any questions or comments.

Sincerely,

A handwritten signature in blue ink that reads "David McMullin". The signature is written in a cursive style with a large initial "D".

David McMullin

CITY of CAPE
GIRARDEAU
COMMUNITY DEVELOPMENT

Contractor's License
2024

License Number 1424
Issue Date 03/04/2024
Expiration Date 03/01/2025
Category TRADE LICENSE
Type TRADE CONTRACTOR

TRADESMAN NAME & LOCATION

DAVID MCMULLIN
3290 STATE HWY E
OAK RIDGE, MO 63769

THIS LICENSE CERTIFIES THAT DAVID MCMULLIN has been registered as a construction trades contractor with of the City of Cape Girardeau, MO. The required fee having been paid, the above named is hereby authorized to work in the listed trades for a period from **03/04/2024** to **03/01/2025** unless suspended or revoked by law.

License Type:

1. CONSTRUCTION CONTRACTOR #2696

Total Received

\$45.00

POST IN A CONSPICUOUS PLACE

By: Maile L. Conrad City Clerk
NON-TRANSFERABLE

CITY of CAPE
GIRARDEAU
COMMUNITY DEVELOPMENT

Contractor's License
2024

License Number 1424
Issue Date 03/04/2024
Expiration Date 03/01/2025
Category TRADE LICENSE
Type TRADE CONTRACTOR

TRADESMAN NAME & LOCATION

DAVID MCMULLIN
3290 STATE HWY E
OAK RIDGE, MO 63769

THIS LICENSE CERTIFIES THAT DAVID MCMULLIN has been registered as a construction trades contractor with of the City of Cape Girardeau, MO. The required fee having been paid, the above named is hereby authorized to work in the listed trades for a period from **03/04/2024** to **03/01/2025** unless suspended or revoked by law.

License Type:

1. CONSTRUCTION CONTRACTOR #2696

Total Received

\$45.00

POST IN A CONSPICUOUS PLACE

Office Copy

By: Maile L. Conrad City Clerk
NON-TRANSFERABLE

John R. Ashcroft Secretary of State
 2024 ANNUAL REGISTRATION REPORT
 BUSINESS

00284820
Date Filed: 3/7/2024
John R. Ashcroft
Missouri Secretary of State

* SECTION 1, 3 & 4 ARE REQUIRED

REPORT DUE BY: 4/30/2024

00284820
FRONABARGER CONCRETTERS, INC.
GLENN W. FRONABARGER
3290 STATE HIGHWAY E
OAK RIDGE MO 63769

RENEWAL MONTH:
JANUARY

I OPT TO CHANGE THE CORPORATION'S RENEWAL MONTH TO FOR A \$25.00 FEE

PRINCIPAL PLACE OF BUSINESS OR CORPORATE HEADQUARTERS: *

3290 State Hwy E (Required)

STREET
Oak Ridge MO 63769-5100

CITY / STATE ZIP

2 **If changing the registered agent and/or registered office address, please check the appropriate box(es) and fill in the necessary information.**

The new registered agent _____

IF CHANGING THE REGISTERED AGENT, AN ORIGINAL WRITTEN CONSENT FROM THE NEW REGISTERED AGENT MUST BE ATTACHED AND FILED WITH THIS REGISTRATION REPORT.

The new registered office address _____

Must be a Missouri address, PO Box alone is not acceptable. This section is not applicable for Banks, Trusts and Foreign Insurance.

| OFFICERS NAME AND PHYSICAL ADDRESS (P.O. BOX ALONE NOT ACCEPTABLE). <u>MUST LIST PRESIDENT AND SECRETARY BELOW</u> | A | BOARD OF DIRECTORS NAME AND PHYSICAL ADDRESS (P.O. BOX ALONE NOT ACCEPTABLE). <u>MUST LIST AT LEAST ONE DIRECTOR BELOW</u> | B |
|--|---|--|---|
| <u>PRESIDENT</u> McMullin, David STREET <u>377 Hydepark Drive</u> CITY/STATE/ZIP <u>Jackson MO 63755</u> | | <u>NAME</u> McMullin, David STREET <u>3290 State Hwy E</u> CITY/STATE/ZIP <u>Oak Ridge MO 63769-5100 USA</u> | |
| <u>SECRETARY</u> Tucker, Kelly STREET <u>3292 State Hwy E</u> CITY/STATE/ZIP <u>Oak Ridge MO 63769</u> | | <u>NAME</u> _____ STREET _____ CITY/STATE/ZIP _____ | |
| <u>VICE PRESIDENT</u> Tucker, Kelly STREET <u>3292 State Hwy E</u> CITY/STATE/ZIP <u>Oak Ridge MO 63769</u> | | <u>NAME</u> _____ STREET _____ CITY/STATE/ZIP _____ | |
| <u>TREASURER</u> McMullin, David STREET <u>377 Hydepark Drive</u> CITY/STATE/ZIP <u>Jackson MO 63755</u> | | <u>NAME</u> _____ STREET _____ CITY/STATE/ZIP _____ | |
| NAMES AND ADDRESSES OF ALL OTHER OFFICERS AND DIRECTORS ARE ATTACHED | | | |

4 The undersigned understands that false statements made in this report are punishable for the crime of making a false declaration under Section 575.060 RSMo. Photocopy or stamped signature not acceptable. *

Authorized party or officer sign here David McMullin (Required)

Please print name and title of signer: David McMullin / President

NAME TITLE

REGISTRATION REPORT FEE IS:
 ___\$20.00 If filed on or before 4/30/2024
 ___\$35.00 If filed on or before 5/31/2024
 ___\$50.00 If filed on or before 6/30/2024
 ___\$65.00 If filed on or before 7/31/2024
ADD AN ADDITIONAL \$25.00 FEE IF CHANGING THE RENEWAL MONTH.

WHEN THIS FORM IS ACCEPTED BY THE SECRETARY OF STATE, BY LAW IT WILL BECOME A PUBLIC DOCUMENT AND ALL INFORMATION PROVIDED IS SUBJECT TO PUBLIC DISCLOSURE

E-MAIL ADDRESS (OPTIONAL): _____

REQUIRED INFORMATION MUST BE COMPLETE OR THE REGISTRATION REPORT WILL BE REJECTED
 RETURN COMPLETED REGISTRATION REPORT AND PAYMENT TO: Secretary of State, P.O. Box 778, Jefferson City, MO 65102

Bidder Qualification List:
Jobs Completed
FRONABARGER CONCRETTERS, INC.
The last five years:

| | |
|--|-------------------------|
| Center Junction | 2020 |
| Penzel Construction | |
| Cape Girardeau, MO | Contract \$7,681,523.46 |
| | |
| Route 60, New Madrid/Stoddard Counties | 2020 |
| Missouri Department of Transportation | Contract \$1,709,501.39 |
| | |
| Dialysis Center | 2020 |
| McGrath Construction | |
| Cape Girardeau, MO | Contract \$401,493.32 |
| | |
| McDonald's | 2021 |
| A&K Construction | |
| Cape Girardeau, MO | Contract \$397,617.70 |
| | |
| Star Vue Apartments | 2021 |
| Double Diamond Construction | |
| Cape Girardeau, MO | Contract \$673,568.00 |
| | |
| Nestle BIB Building | 2021 |
| Robinson Construction | |
| Perryville, MO | Contract \$454,496.00 |
| | |
| West End Blvd. | 2022 |
| City of Cape Girardeau | |
| Cape Girardeau, MO | Contract \$4,606,427.50 |
| | |
| Sikeston Highway 61 Widening | 2022 |
| Missouri Department of Transportation | |
| Sikeston, MO | Contract \$1,647,182.48 |

| | |
|---------------------------------------|-------------------------|
| Capaha Park | 2022 |
| Zoellner Construction | |
| Cape Girardeau, MO | Contract \$626,361.15 |
| | |
| REC Investments Subdivision | 2022 |
| REC Investments | |
| Sikeston, MO | Contract \$856,170.00 |
| | |
| City of Jackson Water Line | 2022 |
| City of Jackson | |
| Jackson, MO | Contract \$926,315.00 |
| | |
| Pace Construction Various Routes | 2023 |
| Missouri Department of Transportation | |
| Various Counties | Contract \$1,148,963.40 |
| | |
| Lutesville Ford | 2023 |
| Penzel Construction | |
| Marble Hill, MO | Contract \$610,527.24 |
| | |
| Cape Emergency Operations Center | 2023 |
| Sides Construction | |
| Cape Girardeau, MO | Contract \$560,406.91 |
| | |
| Cape Airport Terminal | 2023 |
| KCI Construction | |
| Cape Girardeau, MO | Contract \$646,899.00 |
| | |
| Cape Girardeau Drainage Improvements | 2023 |
| City of Cape Girardeau | |
| Cape Girardeau, MO | Contract \$660,754.00 |

Fronabarger Concreters, Inc.
3290 State Hwy E
Oak Ridge, MO 63769

May 7, 2023

Mr. Jake Garrard, PE
City Of Cape Girardeau
44 N Lorimier St.
Cape Girardeau, MO 63701

RE: Bidders Qualifications

Dear Mr. Garrard:

In 1976 Glenn Fronabarger established Fronabarger Concreters Inc., as a concrete flat work company. Originally working with residential contractors, Fronabarger Concreters has grown into a commercial contractor specializing in concrete flat work, site development and heavy highway contracting services. With a fleet of excavation, hauling, and specialized concrete equipment, Fronabarger Concreters works with MoDOT, local municipalities, general contractors, and developers on a wide range of civil construction projects.

Fronabarger's concrete flat work includes the ability to place large floors for commercial and industrial projects, install streets and site concrete including sidewalks, curb & gutter, and parking lots. Fronabarger Concreters is the only flat work company in Southeast Missouri that has concrete pumps, laser screeds and large-scale concrete finishing machines.

Fronabarger employs Union Finishers and Union Laborers, most of which have been with the company for more than 5 years. Lead Finishers for this project have ACI Concrete Flatwork Technician certificates. Finishers for the decorative portions of this project have over 15 years of Cement Finishing experience and have been involved in numerous decorative concrete projects including colored concrete, stamped concrete, exposed aggregate concrete and acid staining.

Please call with any questions or concerns.

Sincerely,



David McMullin
President

EXHIBIT
AFFIDAVIT OF OSHA TRAINING

COMES NOW (Name) David McMullin as (Office Held) President
of (Company Name/Contractor) Fronsbarger Concreters Inc and first being duly sworn, on
my oath, affirm in connection with the contracted services related to Spring Street Improvements - South
Expressway (Project Name) for the duration of the contract, as follows: to Shawnee Parkway (MO 74)

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

2. Contractor shall require its on-site employees to complete a construction safety program within sixty (60) days after the date work on the Project commences, as required by Section 292.675, RSMo.

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

4. Contractor shall require all of its Subcontractors to comply with the requirements of Section 292.675, RSMo.

5. Contractor acknowledges that pursuant to Section 292.675, RSMo., Contractor shall forfeit to City as a penalty two thousand five hundred dollars (\$2,500.00), plus one hundred dollars (\$100.00) for each employee employed by Contractor or its Subcontractor, for each calendar day, or portion thereof, such employee is employed without the training required in Section 292.675, RSMo.

6. Contractor acknowledges that violations of Section 292.675, RSMo, and imposition of the penalties described therein shall be investigated and determined by the Missouri Department of Labor and Industrial Relations.

7. Contractor acknowledges that in the event that the Missouri Department of Labor and Industrial Relations has determined that a violation of Section 292.675, RSMo., has occurred and that a penalty shall be assessed, the City shall withhold and retain all sums and amounts due and owing when making payments to Contractor under this Contract.

FURTHER AFFIANT SAITH NOT.

IN AFFIRMATION THEREOF, the facts stated above are true and correct (the undersigned understands that false statements made in this filing are subject to the penalties provided in Section 575.040, RSMo.)

Fronabarger Concreters Inc
(name of corporation)

By: David McMullin, President
(name of officer of corporation and title)

ATTEST:

Kelly Ocker
Secretary (or other officer)



(SEAL OF CORPORATION)

STATE OF MISSOURI)
) ss.
COUNTY OF CAPE GIRARDEAU)

On this 15th day of November, 2024, before me appeared David McMullin, to me personally known, who, being by me duly sworn, did say that he/she is the President of Fronabarger Concreters Inc, a Missouri Corporation, and that the seal affixed to the foregoing instrument is the seal of said Corporation, and that the said instrument was signed and sealed in behalf of said Corporation by authority of its Board of Directors, and acknowledged said instrument to be the free act and deed of said Corporation.

IN TESTIMONY WHEREOF, I have hereunto set my hand and affixed my official seal, at my office in Cape Girardeau, Missouri, the day and year first above written.

Kara Whitledge Westrich
Notary Public

My Commission Expires:

March 14, 2025

KARA WHITLEDGE WESTRICH
Notary Public - Notary Seal
STATE OF MISSOURI
Cape Girardeau County
My Commission Expires: March 14, 2025
Commission #17727981

EXHIBIT
AFFIDAVIT OF WORK AUTHORIZATION

COMES NOW (Name) David McMullin as (Office Held) President
of (Company Name/Contractor) Fronabarger Concreters Inc and first being duly sworn, on
my oath, affirm as follows:

1. (Company Name/Contractor) Fronabarger Concreters Inc
is enrolled and will continue to participate in a federal work authorization program in respect to
employees that will work in connection with the contracted services related to (Project Name) Spring Street
Improvements - Southern Expressway to for the duration of the contract in accordance with RSMo
Shalnee Parkway (MO 74)
Chapter 285.530(2).

2. I also affirm that (Company Name/Contractor) Fronabarger Concreters Inc does
not and will not knowingly employ a person who is an unauthorized alien in connection with the
contract services related to (Project Name) Spring Street Improvements - Southern for
the duration of the contract. Expressway to Shalnee Parkway (MO 74)

3. Attached hereto is documentation affirming Contractor's enrollment and
participation in a federal work authorization program with respect to the employees working in
connection with the contracted services.

FURTHER AFFIANT SAITH NOT.

IN AFFIRMATION THEREOF, the facts stated above are true and correct (the
undersigned understands that false statements made in this filing are subject to the
penalties provided in Section 575.040, RSMo.)

Fronabarger Concreters Inc
(Name of Corporation)

By: David McMullin, President
(Name of Officer of Corporation and Title)

ATTEST:

Kell W. Clark
Secretary (or other officer)

(SEAL OF CORPORATION)

FURTHER AFFIANT SAITH NOT.

IN AFFIRMATION THEREOF, the facts stated above are true and correct (the undersigned understands that false statements made in this filing are subject to the penalties provided in Section 575.040, RSMo.)

Fronabarger Concreters Inc
(name of corporation)

By: David McMullin, President
(name of officer of corporation and title)

ATTEST:

Kenn Jackson
Secretary (or other officer)

(SEAL OF CORPORATION)

STATE OF MISSOURI)
) ss.
COUNTY OF CAPE GIRARDEAU)

On this 15th day of November, 2024, before me appeared David McMullin, to me personally known, who, being by me duly sworn, did say that he/she is the President of Fronabarger Concreters Inc, a Missouri Corporation, and that the seal affixed to the foregoing instrument is the seal of said Corporation, and that the said instrument was signed and sealed in behalf of said Corporation by authority of its Board of Directors, and acknowledged said instrument to be the free act and deed of said Corporation.

IN TESTIMONY WHEREOF, I have hereunto set my hand and affixed my official seal, at my office in Cape Girardeau, Missouri, the day and year first above written.

Kara Whitledge Westrich
Notary Public

My Commission Expires:
March 14, 2025

KARA WHITLEDGE WESTRICH
Notary Public - Notary Seal
STATE OF MISSOURI
Cape Girardeau County
My Commission Expires: March 14, 2025
Commission #17727981

ANTI-DISCRIMINATION AGAINST ISRAEL ACT CERTIFICATION

Pursuant to RSMo. §34.600, a public entity shall not enter into a contract to acquire or dispose of services, supplies, information technology, or construction valued at \$100,000 or more, or with a contractor having ten or more employees, unless the contract includes a written certification that the person or company is not currently engaged in, and shall not, for the duration of the contract, engage in a boycott of:

Goods or services from the State of Israel;

Companies doing business in, or with, Israel;

Companies authorized by, licensed by, or organized under, the laws of the State of Israel; or

Persons or entities doing business in the State of Israel;

For a definition of the term "boycott", please refer to RSMo. §34.600.3. A copy of the statute is attached.

By signing below, the Contractor agrees and certifies that it does not currently, and will not for the duration of this contract, engage in any of the types of boycotts listed above.

IN AFFIRMATION THEREOF, the undersigned states that the facts stated above are true and correct, and that he/she understands that false statements made in this filing are subject to the penalties provided in Section 575.040, RSMo.

Fronsberger Concreters Inc
(Name of Corporation)

By: David McMullin, President
(Name of Officer of Corporation and Title)

ATTEST:

Kelly Jackson
Secretary (or other officer)

(SEAL OF CORPORATION)

STATE OF Missouri)
) ss.
COUNTY OF Cape Girardeau)

On this 15th day of November, 2024, before me appeared David McMullin, to me personally known, who, being by me duly sworn, did say that he/she is the President of Fronsbarger Concreters Inc, a Missouri Corporation, and that the seal affixed to the foregoing instrument is the seal of said Corporation, and that the said instrument was signed and sealed in behalf of said Corporation by authority of its Board of Directors, and acknowledged said instrument to be the free act and deed of said Corporation.

IN TESTIMONY WHEREOF, I have hereunto set my hand and affixed my official seal, at my office in Cape Girardeau, Missouri, the day and year first above written.

Kara Whitedge Westrich
Notary Public

My Commission Expires:

March 14, 2025

KARA WHITLEDGE WESTRICH
Notary Public - Notary Seal
STATE OF MISSOURI
Cape Girardeau County
My Commission Expires: March 14, 2025
Commission #17727981

CITY of CAPE
G I R A R D E A U

**Certification Regarding
Debarment, Suspension and Other Responsibility Matters**

The contractor hereby certifies to the best of its knowledge and belief and that it and its principals and its subcontractors and their principals:

- (a) Are not presently debarred, suspended, proposed for debarment, declared ineligible or voluntarily excluded from covered transactions by any Federal or State department or agency;
- (b) Have not within a three (3) 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 government 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 subcontract had one or more public transactions (Federal, State or Local) terminated for cause or default.

I understand that a false statement on this certification may be grounds for rejection of this contractor or termination of the contract. In addition, under 18 USC Sec. 1001, a false statement may result in a fine of up to \$ 10,000 or imprisonment for up to five (5) years or both.

David McMullin, President
Typed Name & Title of Authorized Representative

D. McMullin
Signature of Authorized Representative

11/15/24
Date

I am unable to certify to the above statement. My explanation is attached.

STATE OF Missouri)
) ss.
COUNTY OF Cape Girardeau)

On this 15th day of November, 2024, before me appeared David McMullin, to me personally known, who, being by me duly sworn, did say that he/she is the President of Fronbarger Concreters Inc., a Missouri Corporation, and that the seal affixed to the foregoing instrument is the seal of said Corporation, and that the said instrument was signed and sealed in behalf of said Corporation by authority of its Board of Directors, and acknowledged said instrument to be the free act and deed of said Corporation.

IN TESTIMONY WHEREOF, I have hereunto set my hand and affixed my official seal, at my office, the day and year first above written.

Kara Whitledge Westrich
Notary Public

My Commission Expires:

March 14, 2025

KARA WHITLEDGE WESTRICH
Notary Public - Notary Seal
STATE OF MISSOURI
Cape Girardeau County
My Commission Expires: March 14, 2025
Commission #17727981



UNITED FIRE & CASUALTY COMPANY

118 Second Avenue SE, PO Box 73909
Cedar Rapids, Iowa 52407-3909 319-399-5700
(A Stock Company)

BID BOND

KNOW ALL BY THESE PRESENTS, that we
FRONABARGER CONCRETTERS, INC.

3290 STATE HWY E, OAK RIDGE, MO 637695100

as Principal, hereinafter called the Principal, and the UNITED FIRE & CASUALTY COMPANY, a corporation duly organized under the laws of the State of IOWA, as Surety, hereinafter called the Surety, are held and firmly bound unto
City of Cape Girardeau

44 N Lorimier St, Cape Girardeau, MO 63701

as Obligee, hereinafter called the Obligee, in the sum of Five and 00/100 Percent of the Bid Amount
Dollars (\$5%), for the payment of which sum well and truly to be made, the said principal and the said Surety, bind ourselves, our heirs, executors, administrators, successors and assigns, jointly and severally, firmly by these presents.

WHEREAS, the Principal has submitted a bid for

Sprigg Street Improvements - Southern Expressway to Shawnee Parkway (MO 74)

NOW, THEREFORE, if the Obligee shall accept the bid of the Principal and the Principal shall enter into a contract with the Obligee in accordance with the terms of such bid, and give such bond or bonds as may be specified in the bidding or contract documents with good and sufficient surety for the faithful performance of such contract and for the prompt payment of labor and material furnished in the prosecution thereof, or in the event of the failure of the Principal to enter such contract and give such bond or bonds, if the Principal shall pay to the Obligee the difference not to exceed the penalty hereof between the amount specified in said bid and such larger amount for which the Obligee may in good faith contract with another party to perform the work covered by said bid, then this obligation shall be null and void, otherwise to remain in full force and effect.

Signed and sealed this 19th day of November, 2024.

FRONABARGER CONCRETTERS, INC.

By [Signature] (Seal)
(PRINCIPAL)

PRESIDENT

(TITLE)

UNITED FIRE & CASUALTY COMPANY (Seal)
(SURETY)

By [Signature]
(ATTORNEY-IN-FACT)

[Signature]
(WITNESS)

[Signature]
(WITNESS)



UNITED FIRE & CASUALTY COMPANY, CEDAR RAPIDS, IA, Home No. 515-338-1000
 UNITED FIRE & INDEMNITY COMPANY, WEBSTER, TX, Obligor
 FINANCIAL PACIFIC INSURANCE COMPANY, LOS ANGELES, CA, City of Cape Girardeau 44 N Lorimer St, Cape Girardeau, MO 63701
CERTIFIED COPY OF POWER OF ATTORNEY
 (original on file at Home Office of Company - See Certification)

KNOW ALL PERSONS BY THESE PRESENTS, That UNITED FIRE & CASUALTY COMPANY, a corporation duly organized and existing under the laws of the State of Iowa; UNITED FIRE & INDEMNITY COMPANY, a corporation duly organized and existing under the laws of the State of Texas; and FINANCIAL PACIFIC INSURANCE COMPANY, a corporation duly organized and existing under the laws of the State of California (herein collectively called the Companies), and having their corporate headquarters in Cedar Rapids, State of Iowa, do hereby make, constitute and appoint

CHARLES W. DECKER, BEULAH M. YOUNG-ROWDEN, PRISCILLA B. HUNTER, TODD A. WARD, REBECCA STEVENS, KRISTEN A. BATSON, JAMIE STEGER, MELINDA L. CLARY, SARAHJANE SMITH, EACH INDIVIDUALLY

their true and lawful Attorney(s)-in-Fact with power and authority hereby conferred to sign, seal and execute in its behalf all lawful bonds, undertakings and other obligatory instruments of similar nature provided that no single obligation shall exceed \$35,000,000.00 and to bind the Companies thereby as fully and to the same extent as if such instruments were signed by the duly authorized officers of the Companies and all of the acts of said Attorney, pursuant to the authority hereby given and hereby ratified and confirmed. The Authority hereby granted shall expire March 19th, 2025 unless sooner revoked by UNITED FIRE & CASUALTY COMPANY, UNITED FIRE & INDEMNITY COMPANY, and FINANCIAL PACIFIC INSURANCE COMPANY.

This Power of Attorney is made and executed pursuant to and by authority of the following bylaw duly adopted by the Boards of Directors of UNITED FIRE & CASUALTY COMPANY, UNITED FIRE & INDEMNITY COMPANY, and FINANCIAL PACIFIC INSURANCE COMPANY.

"Article VI - Surety Bonds and Undertakings"

Section 2, Appointment of Attorney-in-Fact. "The President or any Vice President, or any other officer of the Companies may, from time to time, appoint by written certificates attorneys-in-fact to act in behalf of the Companies in the execution of policies of insurance, bonds, undertakings and other obligatory instruments of like nature. The signature of any officer authorized hereby, and the Corporate seal, may be affixed by facsimile to any power of attorney or special power of attorney or certification of either authorized hereby; such signature and seal, when so used, being adopted by the Companies as the original signature of such officer and the original seal of the Companies, to be valid and binding upon the Companies with the same force and effect as though manually affixed. Such attorneys-in-fact, subject to the limitations set forth in their respective certificates of authority shall have full power to bind the Companies by their signature and execution of any such instruments and to attach the seal of the Companies thereto. The President or any Vice President, the Board of Directors or any other officer of the Companies may at any time revoke all power and authority previously given to any attorney-in-fact

IN WITNESS WHEREOF, the COMPANIES have each caused these presents to be signed by its vice president and its corporate seal to be hereto affixed this 18th day of November, 2024

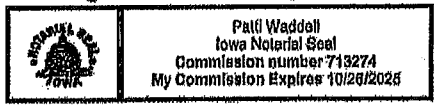


UNITED FIRE & CASUALTY COMPANY
 UNITED FIRE & INDEMNITY COMPANY
 FINANCIAL PACIFIC INSURANCE COMPANY

By: *Kyanna M. Saylor*

Vice President

State of Iowa, County of Linn, ss:
 On this 18th day of November, 2024, before me personally came Kyanna M. Saylor to me known, who being by me duly sworn, did depose and say, that she resides in Cedar Rapids, State of Iowa; that she is a Vice President of UNITED FIRE & CASUALTY COMPANY, a Vice President of UNITED FIRE & INDEMNITY COMPANY, and a Vice President of FINANCIAL PACIFIC INSURANCE COMPANY; that she knows the seal of said corporations; that the seal affixed to the said instrument is such corporate seal; that it was so affixed pursuant to authority given by the Board of Directors of said corporations and that she signed her name thereto pursuant to like authority, and acknowledges same to be the act and deed of said corporations.



Patti Waddell

Notary Public
 My commission expires: 10/26/2025

I, Mary A. Bertsch, Assistant Secretary of United Fire & Casualty Company and Assistant Secretary of United Fire & Indemnity Company, and Assistant Secretary of Financial Pacific Insurance Company, do hereby certify that I have compared the foregoing copy of the Power of Attorney and affidavit, and the copy of the Section of the bylaws and resolutions of said Corporations as set forth in said Power of Attorney, with the ORIGINALS ON FILE IN THE HOME OFFICE OF SAID CORPORATIONS, and that the same are correct transcripts thereof, and of the whole of the said originals, and that the said Power of Attorney has not been revoked and is now in full force and effect.

In testimony whereof I have hereunto subscribed my name and affixed the corporate seal of the said Corporations. this 19th day of November, 2024.

By: *Mary A. Bertsch*



Assistant Secretary,
 UF&C, UF&I & FPIC

BPOA0033 1217

Inquiries: Surety Department 118 Second Ave SE Cedar Rapids, IA 52401

ACKNOWLEDGMENT OF SURETY

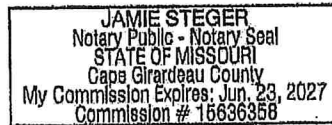
State of Missouri

County of Cape Girardeau

On this 19th day of November, 2024 Personally appeared before me Jamie Steger who being duly sworn did depose and say that he/she is the attorney-in-fact of the United Fire & Casualty Company of Cedar Rapids, Iowa, that the seal affixed to the attached instrument is the Corporate Seal of said Corporation, and that said instrument was signed and sealed on behalf of said Corporation by authority of its Board of Directors and the said Jamie Steger acknowledged that he/she executed said instrument as such attorney-in-fact and as the free act and deed of said Corporation.



Notary Public



NOTICE TO MISSOURI SURETY BOND HOLDERS

Should you have a question about your bond or policy, please contact your insurance agent first.

If you are unable to contact or obtain information from your agent, you may contact our company at

address and phone number below:

UNITED FIRE & CASUALTY COMPANY

ATTENTION: BOND DEPARTMENT

P.O. BOX 73909

CEDAR RAPIDS, IOWA 52407

1-800-343-9130

BID OPENING

DATE: NOVEMBER 19, 2024

TIME: 10:00 AM

PLACE: HUB CONFERENCE ROOM

SUMMARY OF PROPOSALS RECEIVED FOR:

Strigg Street - Shawnee Parkway/Route 74 to Southern Expressway

COMPUTED BY: KJ

| ITEM NO. | DESCRIPTION | UNIT | QTY | ENGINEER'S ESTIMATE | | Fronabarger Concreters, Inc. | | Lappe Cement Finishing | |
|----------|---|--------|-----------|---------------------|--------------|------------------------------|--------------|------------------------|--------------|
| | | | | UNIT PRICE | TOTAL | UNIT PRICE | TOTAL | UNIT PRICE | TOTAL |
| 1 | Mobilization | LS | 1.00 | \$70,000.00 | \$70,000.00 | \$85,000.00 | \$85,000.00 | \$94,250.00 | \$94,250.00 |
| 2 | Temporary Traffic Control | LS | 1.00 | \$30,000.00 | \$30,000.00 | \$7,500.00 | \$7,500.00 | \$34,850.00 | \$34,850.00 |
| 3 | Temporary Erosion Control | LS | 1.00 | \$15,000.00 | \$15,000.00 | \$5,500.00 | \$5,500.00 | \$15,630.00 | \$15,630.00 |
| 4 | Tree Removal | Each | 21.00 | \$1,400.00 | \$29,400.00 | \$1,750.00 | \$36,750.00 | \$1,680.00 | \$35,280.00 |
| 5 | Stump Removal | Each | 2.00 | \$500.00 | \$1,000.00 | \$500.00 | \$1,000.00 | \$420.00 | \$840.00 |
| 6 | Street Milling (3" or less) | SY | 13,700.00 | \$6.00 | \$82,200.00 | \$2.90 | \$39,730.00 | \$3.40 | \$46,580.00 |
| 7 | Remove and Replace Driveway (6 in. PCC Pavement and 4in. Type 5 Base) | SF | 5,050.00 | \$10.50 | \$53,025.00 | \$10.25 | \$51,762.50 | \$8.30 | \$41,915.00 |
| 8 | Remove and Replace Street Pavement (7in. PCC and 4in. Type 5 Base) | SF | 7,900.00 | \$10.00 | \$79,000.00 | \$10.75 | \$84,925.00 | \$8.42 | \$66,518.00 |
| 9 | Remove and Replace Street Pavement (8in. PCC and 4in. Type 5 Base) | SF | 18,720.00 | \$11.00 | \$205,920.00 | \$9.50 | \$177,840.00 | \$9.75 | \$182,520.00 |
| 10 | Remove and Replace Concrete Curb and Gutter | LF | 6,100.00 | \$50.00 | \$305,000.00 | \$31.00 | \$189,100.00 | \$51.00 | \$311,100.00 |
| 11 | Asphaltic Concrete - SP-125 | Ton | 1,900.00 | \$120.00 | \$228,000.00 | \$102.00 | \$193,800.00 | \$91.00 | \$172,900.00 |
| 12 | Liquid Asphalt (Tack Coat) | Gallon | 1,380.00 | \$5.00 | \$6,900.00 | \$4.00 | \$5,520.00 | \$5.30 | \$7,314.00 |
| 13 | Remove and Replace Concrete Sidewalk (4in. PCC on 4" Base) | SF | 23,170.00 | \$10.00 | \$231,700.00 | \$9.25 | \$214,322.50 | \$7.80 | \$180,726.00 |
| 14 | Truncated Domes | SF | 238.00 | \$40.00 | \$9,520.00 | \$25.00 | \$5,950.00 | \$33.00 | \$7,854.00 |
| 15 | Pavement Marking - Single Dashed 4in. Yellow Waterborne | LF | 910.00 | \$3.00 | \$2,730.00 | \$2.00 | \$1,820.00 | \$2.00 | \$1,820.00 |
| 16 | Pavement Marking - Solid Double 4in. Yellow Waterborne | LF | 42.00 | \$4.50 | \$189.00 | \$2.00 | \$84.00 | \$3.00 | \$126.00 |
| 17 | Pavement Marking - 24in. White Waterborne | LF | 228.00 | \$15.00 | \$3,420.00 | \$22.00 | \$5,016.00 | \$21.00 | \$4,788.00 |
| 18 | Relocate Traffic Sign | Each | 24.00 | \$550.00 | \$13,200.00 | \$175.00 | \$4,200.00 | \$100.00 | \$2,400.00 |

| ITEM NO. | DESCRIPTION | UNIT | QTY | UNIT PRICE | TOTAL | UNIT PRICE | TOTAL | UNIT PRICE | TOTAL |
|----------|---|------|----------|------------|--------------|------------|--------------|------------|--------------|
| 19 | Relocate Existing Stop Sign and Street Signs | Each | 7.00 | \$600.00 | \$4,200.00 | \$175.00 | \$1,225.00 | \$100.00 | \$700.00 |
| 20 | Furnish New Traffic Sign Post | Each | 9.00 | \$100.00 | \$900.00 | \$150.00 | \$1,350.00 | \$244.00 | \$2,196.00 |
| 21 | Furnish New Traffic Sign | Each | 3.00 | \$100.00 | \$300.00 | \$200.00 | \$600.00 | \$500.00 | \$1,500.00 |
| 22 | Install New Wayfinding Signs Furnished by Others | Each | 2.00 | \$400.00 | \$800.00 | \$175.00 | \$350.00 | \$395.00 | \$790.00 |
| 23 | Adjust Storm Inlet Lid/Grate to Grade | Each | 2.00 | \$1,500.00 | \$3,000.00 | \$1,250.00 | \$2,500.00 | \$1,140.00 | \$2,280.00 |
| 24 | Adjust Manhole Lid to Grade | Each | 9.00 | \$1,500.00 | \$13,500.00 | \$1,250.00 | \$11,250.00 | \$700.00 | \$6,300.00 |
| 25 | Valve Box/Lid Adjustment | Each | 3.00 | \$500.00 | \$1,500.00 | \$225.00 | \$675.00 | \$200.00 | \$600.00 |
| 26 | Mailbox Relocation | Each | 2.00 | \$500.00 | \$1,000.00 | \$175.00 | \$350.00 | \$340.00 | \$680.00 |
| 27 | Remove and Replace 4' Diameter Sanitary Sewer Manhole | Each | 1.00 | \$7,500.00 | \$7,500.00 | \$7,500.00 | \$7,500.00 | \$9,400.00 | \$9,400.00 |
| 28 | Top Manhole Section Replacement | Each | 2.00 | \$4,000.00 | \$8,000.00 | \$2,000.00 | \$4,000.00 | \$2,790.00 | \$5,580.00 |
| 29 | 8" SDR 35 PVC Sewer Pipe | LF | 368.00 | \$225.00 | \$82,800.00 | \$100.00 | \$36,800.00 | \$140.00 | \$51,520.00 |
| 30 | 8"x6" Wye Fitting | Each | 3.00 | \$275.00 | \$825.00 | \$450.00 | \$1,350.00 | \$120.00 | \$360.00 |
| 31 | 8"x4" Wye Fitting | Each | 8.00 | \$250.00 | \$2,000.00 | \$350.00 | \$2,800.00 | \$410.00 | \$3,280.00 |
| 32 | 6" SDR 35 PVC Sewer Pipe | LF | 30.00 | \$240.00 | \$7,200.00 | \$100.00 | \$3,000.00 | \$120.00 | \$3,600.00 |
| 33 | 4" SDR 35 PVC Sewer Pipe | LF | 80.00 | \$200.00 | \$16,000.00 | \$100.00 | \$8,000.00 | \$82.00 | \$6,560.00 |
| 34 | Sanitary Cleanout | Each | 12.00 | \$450.00 | \$5,400.00 | \$650.00 | \$7,800.00 | \$562.00 | \$6,744.00 |
| 35 | 8" HDPE DR11 Water Main | LF | 2,850.00 | \$200.00 | \$570,000.00 | \$68.00 | \$193,800.00 | \$84.00 | \$239,400.00 |
| 36 | 6" HDPE DR11 Water Main | LF | 31.00 | \$200.00 | \$6,200.00 | \$75.00 | \$2,325.00 | \$140.00 | \$4,340.00 |
| 37 | 8" Gate Valve | Each | 10.00 | \$4,800.00 | \$48,000.00 | \$2,350.00 | \$23,500.00 | \$3,745.00 | \$37,450.00 |
| 38 | 8"x6" D.I. Reducer | Each | 3.00 | \$1,000.00 | \$3,000.00 | \$200.00 | \$600.00 | \$1,400.00 | \$4,200.00 |
| 39 | 8"x8"x6" D.I. Tee | Each | 5.00 | \$1,500.00 | \$7,500.00 | \$750.00 | \$3,750.00 | \$750.00 | \$3,750.00 |
| 40 | 6"x6"x6" D.I. Tee | Each | 1.00 | \$1,500.00 | \$1,500.00 | \$700.00 | \$700.00 | \$600.00 | \$600.00 |
| 41 | 8"x8"x8" D.I. Tee | Each | 3.00 | \$1,700.00 | \$5,100.00 | \$1,000.00 | \$3,000.00 | \$790.00 | \$2,370.00 |
| 42 | 8" 90 Deg. D.I. Elbow | Each | 1.00 | \$1,000.00 | \$1,000.00 | \$550.00 | \$550.00 | \$780.00 | \$780.00 |
| 43 | Fire Hydrant & Valve Assembly | Each | 5.00 | \$8,000.00 | \$40,000.00 | \$7,600.00 | \$38,000.00 | \$8,372.00 | \$41,860.00 |
| 44 | Furnish and Install Valve Box | Each | 2.00 | \$500.00 | \$1,000.00 | \$350.00 | \$700.00 | \$843.00 | \$1,686.00 |
| 45 | 15" HDPP Storm Sewer Pipe | LF | 146.00 | \$200.00 | \$29,200.00 | \$75.00 | \$10,950.00 | \$82.00 | \$11,972.00 |
| 46 | Extend 12" RCP Storm Pipe | LS | 1.00 | \$2,000.00 | \$2,000.00 | \$850.00 | \$850.00 | \$1,000.00 | \$1,000.00 |
| 47 | Make Connection to Existing Storm Sewer Manhole | Each | 3.00 | \$6,000.00 | \$18,000.00 | \$1,250.00 | \$3,750.00 | \$2,200.00 | \$6,600.00 |
| 48 | Plug 15" Storm Sewer Pipe Opening at Manhole | Each | 2.00 | \$500.00 | \$1,000.00 | \$750.00 | \$1,500.00 | \$400.00 | \$800.00 |

| ITEM NO. | DESCRIPTION | UNIT | QTY | UNIT PRICE | TOTAL | UNIT PRICE | TOTAL | UNIT PRICE | TOTAL |
|--|---|------|-------|------------------------------|-----------------------|------------------------|-----------------------|------------------------|-----------------------|
| 49 | 3' x 3.5' Curb Inlet | Each | 7.00 | \$5,500.00 | \$38,500.00 | \$3,300.00 | \$23,100.00 | \$3,750.00 | \$26,250.00 |
| 50 | Remove Existing Curb Inlet | Each | 1.00 | \$2,000.00 | \$2,000.00 | \$500.00 | \$500.00 | \$1,200.00 | \$1,200.00 |
| 51 | Rebuild Top of Curb Inlet Box and New Lid | Each | 2.00 | \$2,500.00 | \$5,000.00 | \$1,650.00 | \$3,300.00 | \$1,900.00 | \$3,800.00 |
| 52 | Remove Grated Storm Box and Backfill | Each | 2.00 | \$2,500.00 | \$5,000.00 | \$500.00 | \$1,000.00 | \$1,200.00 | \$2,400.00 |
| 53 | Remove Storm Sewer Pipe and Backfill | LF | 90.00 | \$150.00 | \$13,500.00 | \$40.00 | \$3,600.00 | \$30.00 | \$2,700.00 |
| Total Bid | | | | | \$2,318,629.00 | | \$1,514,845.00 | | \$1,702,659.00 |
| | | | | AMOUNT OF PROPOSAL GUARANTEE | | 5% | | 5% | |
| | | | | SURETY | | United Fire & Casualty | | United Fire & Casualty | |
| <i>I hereby certify that the above is a true and correct summary of proposals received</i> | | | | | | | | | |
| PROJECT MANAGER <i>Sarah E. Young</i> | | | | | | | | | |

BID OPENING

DATE: NOVEMBER 19, 2024

TIME: 10:00 AM

PLACE: HUB CONFERENCE ROOM

SUMMARY OF PROPOSALS RECEIVED FOR:

Spring Street - Shawnee Parkway/Route 74 to Southern Expressway

COMPUTED BY: KJ

| ITEM NO. | DESCRIPTION | UNIT | QTY | UNIT PRICE | TOTAL | UNIT PRICE | TOTAL | UNIT PRICE | TOTAL |
|----------|---|------|-----------|-------------|-------------|-------------|-------------|-------------|-------------|
| 1 | Mobilization | LS | 1.00 | \$70,000.00 | \$70,000.00 | \$48,840.00 | \$48,840.00 | \$98,500.00 | \$98,500.00 |
| 2 | Temporary Traffic Control | LS | 1.00 | \$30,000.00 | \$30,000.00 | \$19,015.00 | \$19,015.00 | \$25,000.00 | \$25,000.00 |
| 3 | Temporary Erosion Control | LS | 1.00 | \$15,000.00 | \$15,000.00 | \$32,690.00 | \$32,690.00 | \$5,000.00 | \$5,000.00 |
| 4 | Tree Removal | Each | 21.00 | \$1,400.00 | \$29,400.00 | \$1,726.00 | \$36,246.00 | \$1,500.00 | \$31,500.00 |
| 5 | Stump Removal | Each | 2.00 | \$500.00 | \$1,000.00 | \$446.00 | \$892.00 | \$1,000.00 | \$2,000.00 |
| 6 | Street Milling (3" or less) | SY | 13,700.00 | \$6.00 | \$82,200.00 | \$2.95 | \$40,415.00 | \$3.50 | \$47,950.00 |
| 7 | Remove and Replace Driveway (6 in. PCC Pavement and 4in. Type 5 Base) | SF | 5,050.00 | \$10.50 | \$53,025.00 | \$8.50 | \$42,925.00 | \$9.75 | \$49,237.50 |

ENGINEER'S ESTIMATE

Nip Kelley Equipment Co. Inc.
41 N Spring St.
Cape Girardeau MO 63701

Putz Construction Co.
46940 State Highway 72
Jackson, MO 63755

| ITEM NO. | DESCRIPTION | UNIT | QTY | UNIT PRICE | TOTAL | UNIT PRICE | TOTAL | UNIT PRICE | TOTAL |
|----------|--|--------|-----------|------------|--------------|------------|--------------|------------|--------------|
| 8 | Remove and Replace Street Pavement (7in. PCC and 4in. Type 5 Base) | SF | 7,900.00 | \$10.00 | \$79,000.00 | \$8.40 | \$66,360.00 | \$8.70 | \$68,730.00 |
| 9 | Remove and Replace Street Pavement (8in. PCC and 4in. Type 5 Base) | SF | 18,720.00 | \$11.00 | \$205,920.00 | \$8.90 | \$166,608.00 | \$9.00 | \$168,480.00 |
| 10 | Remove and Replace Concrete Curb and Gutter | LF | 6,100.00 | \$50.00 | \$305,000.00 | \$40.00 | \$244,000.00 | \$45.00 | \$274,500.00 |
| 11 | Asphaltic Concrete - SP-125 | Ton | 1,900.00 | \$120.00 | \$228,000.00 | \$103.50 | \$196,650.00 | \$110.00 | \$209,000.00 |
| 12 | Liquid Asphalt (Track Coat) | Gallon | 1,380.00 | \$5.00 | \$6,900.00 | \$4.30 | \$5,934.00 | \$4.00 | \$5,520.00 |
| 13 | Remove and Replace Concrete Sidewalk (4in. PCC on 4" Base) | SF | 23,170.00 | \$10.00 | \$231,700.00 | \$9.57 | \$221,736.90 | \$9.75 | \$225,907.50 |
| 14 | Truncated Domes | SF | 238.00 | \$40.00 | \$9,520.00 | \$35.65 | \$8,484.70 | \$35.00 | \$8,330.00 |
| 15 | Pavement Marking - Single Dashed 4in. Yellow | LF | 910.00 | \$3.00 | \$2,730.00 | \$1.65 | \$1,501.50 | \$2.00 | \$1,820.00 |
| 16 | Pavement Marking - Solid Double 4in. Yellow Waterborne | LF | 42.00 | \$4.50 | \$189.00 | \$1.65 | \$69.30 | \$2.00 | \$84.00 |
| 17 | Pavement Marking - 24in. White Waterborne | LF | 228.00 | \$15.00 | \$3,420.00 | \$22.30 | \$5,084.40 | \$25.00 | \$5,700.00 |
| 18 | Relocate Traffic Sign | Each | 24.00 | \$550.00 | \$13,200.00 | \$228.00 | \$5,472.00 | \$549.80 | \$13,195.20 |
| 19 | Relocate Existing Stop Sign and Street Signs | Each | 7.00 | \$600.00 | \$4,200.00 | \$228.00 | \$1,596.00 | \$549.80 | \$3,848.60 |
| 20 | Furnish New Traffic Sign Post | Each | 9.00 | \$100.00 | \$900.00 | \$352.00 | \$3,168.00 | \$325.00 | \$2,925.00 |
| 21 | Furnish New Traffic Sign | Each | 3.00 | \$100.00 | \$300.00 | \$380.00 | \$1,140.00 | \$250.00 | \$750.00 |
| 22 | Install New Wayfinding Signs Furnished by Others | Each | 2.00 | \$400.00 | \$800.00 | \$420.00 | \$840.00 | \$1,500.00 | \$3,000.00 |
| 23 | Adjust Storm Inlet Lid/Grate to Grade | Each | 2.00 | \$1,500.00 | \$3,000.00 | \$373.00 | \$746.00 | \$500.00 | \$1,000.00 |
| 24 | Adjust Manhole Lid to Grade | Each | 9.00 | \$1,500.00 | \$13,500.00 | \$298.00 | \$2,682.00 | \$500.00 | \$4,500.00 |
| 25 | Valve Box/Lid Adjustment | Each | 3.00 | \$500.00 | \$1,500.00 | \$100.00 | \$300.00 | \$400.00 | \$1,200.00 |
| 26 | Mailbox Relocation | Each | 2.00 | \$500.00 | \$1,000.00 | \$250.00 | \$500.00 | \$750.00 | \$1,500.00 |
| 27 | Remove and Replace 4' Diameter Sanitary Sewer Manhole | Each | 1.00 | \$7,500.00 | \$7,500.00 | \$5,145.00 | \$5,145.00 | \$7,000.00 | \$7,000.00 |
| 28 | Top Manhole Section Replacement | Each | 2.00 | \$4,000.00 | \$8,000.00 | \$2,395.00 | \$4,790.00 | \$4,500.00 | \$9,000.00 |
| 29 | 8" SDR 35 PVC Sewer Pipe | LF | 368.00 | \$225.00 | \$82,800.00 | \$137.35 | \$50,544.80 | \$100.00 | \$36,800.00 |
| 30 | 8"x6" Wye Fitting | Each | 3.00 | \$275.00 | \$825.00 | \$660.00 | \$1,680.00 | \$300.00 | \$900.00 |
| 31 | 8"x4" Wye Fitting | Each | 8.00 | \$250.00 | \$2,000.00 | \$470.00 | \$3,760.00 | \$300.00 | \$2,400.00 |
| 32 | 6" SDR 35 PVC Sewer Pipe | LF | 30.00 | \$240.00 | \$7,200.00 | \$105.00 | \$3,150.00 | \$100.00 | \$3,000.00 |
| 33 | 4" SDR 35 PVC Sewer Pipe | LF | 80.00 | \$200.00 | \$16,000.00 | \$88.00 | \$7,040.00 | \$80.00 | \$6,400.00 |

| ITEM NO. | DESCRIPTION | UNIT | QTY | UNIT PRICE | TOTAL | UNIT PRICE | TOTAL | UNIT PRICE | TOTAL |
|----------|---|------|----------|---|-----------------------|---------------------------|-----------------------|------------------------|-----------------------|
| 34 | Sanitary Cleanout | Each | 12.00 | \$450.00 | \$5,400.00 | \$610.00 | \$7,320.00 | \$650.00 | \$7,800.00 |
| 35 | 8" HDPE DR11 Water Main | LF | 2,850.00 | \$200.00 | \$570,000.00 | \$67.45 | \$192,232.50 | \$90.00 | \$256,500.00 |
| 36 | 6" HDPE DR11 Water Main | LF | 31.00 | \$200.00 | \$6,200.00 | \$81.65 | \$2,531.15 | \$85.00 | \$2,635.00 |
| 37 | 8" Gate Valve | Each | 10.00 | \$4,800.00 | \$48,000.00 | \$3,164.00 | \$31,640.00 | \$2,500.00 | \$25,000.00 |
| 38 | 8"x6" D.I. Reducer | Each | 3.00 | \$1,000.00 | \$3,000.00 | \$1,714.00 | \$5,142.00 | \$750.00 | \$2,250.00 |
| 39 | 8"x8"x6" D.I. Tee | Each | 5.00 | \$1,500.00 | \$7,500.00 | \$1,921.00 | \$9,605.00 | \$750.00 | \$3,750.00 |
| 40 | 6"x6"x6" D.I. Tee | Each | 1.00 | \$1,500.00 | \$1,500.00 | \$2,402.00 | \$2,402.00 | \$750.00 | \$750.00 |
| 41 | 8"X8"X8" D.I. Tee | Each | 3.00 | \$1,700.00 | \$5,100.00 | \$2,586.00 | \$7,758.00 | \$750.00 | \$2,250.00 |
| 42 | 8" 90 Deg. D.I. Elbow | Each | 1.00 | \$1,000.00 | \$1,000.00 | \$1,795.00 | \$1,795.00 | \$500.00 | \$500.00 |
| 43 | Fire Hydrant & Valve Assembly | Each | 5.00 | \$8,000.00 | \$40,000.00 | \$6,455.00 | \$32,275.00 | \$9,000.00 | \$45,000.00 |
| 44 | Furnish and Install Valve Box | Each | 2.00 | \$500.00 | \$1,000.00 | \$150.00 | \$300.00 | \$1,500.00 | \$3,000.00 |
| 45 | 15" HDPP Storm Sewer Pipe | LF | 146.00 | \$200.00 | \$29,200.00 | \$72.00 | \$10,512.00 | \$80.00 | \$11,680.00 |
| 46 | Extend 12" RCP Storm Pipe | LS | 1.00 | \$2,000.00 | \$2,000.00 | \$1,942.00 | \$1,942.00 | \$2,000.00 | \$2,000.00 |
| 47 | Make Connection to Existing Storm Sewer Manhole | Each | 3.00 | \$6,000.00 | \$18,000.00 | \$2,095.00 | \$6,285.00 | \$2,000.00 | \$6,000.00 |
| 48 | Plug 15" Storm Sewer Pipe Opening at Manhole | Each | 2.00 | \$500.00 | \$1,000.00 | \$250.00 | \$500.00 | \$1,500.00 | \$3,000.00 |
| 49 | 3' x 3.5' Curb Inlet | Each | 7.00 | \$5,500.00 | \$38,500.00 | \$3,994.00 | \$27,958.00 | \$3,500.00 | \$24,500.00 |
| 50 | Remove Existing Curb Inlet | Each | 1.00 | \$2,000.00 | \$2,000.00 | \$567.00 | \$567.00 | \$1,500.00 | \$1,500.00 |
| 51 | Rebuild Top of Curb Inlet Box and New Lid | Each | 2.00 | \$2,500.00 | \$5,000.00 | \$4,275.00 | \$8,550.00 | \$2,000.00 | \$4,000.00 |
| 52 | Remove Grated Storm Box and Backfill | Each | 2.00 | \$2,500.00 | \$5,000.00 | \$715.00 | \$1,430.00 | \$1,250.00 | \$2,500.00 |
| 53 | Remove Storm Sewer Pipe and Backfill | LF | 90.00 | \$150.00 | \$13,500.00 | \$35.50 | \$3,195.00 | \$65.00 | \$5,850.00 |
| | | | | | \$2,318,629.00 | | \$1,583,945.25 | | \$1,735,142.80 |
| | | | | Total Bid | | | | | |
| | | | | AMOUNT OF PROPOSAL GUARANTEE | | | 5% | | |
| | | | | SURETY | | Merchants Bonding Company | | United Fire & Casualty | |
| | | | | I hereby certify that the above is a true and correct summary of proposals received | | | | | |

PROJECT MANAGER

Stacy E. Young

Staff: Trevor Pulley, Deputy City Clerk
Agenda: 12/2/2024

AGENDA REPORT
Cape Girardeau City Council

24-216

SUBJECT

A Cooperation Agreement with the Cape Girardeau Public Library regarding Insurance for Library employees.

EXECUTIVE SUMMARY

This item provides for the approval of a cooperation agreement between the City and Cape Girardeau Public Library regarding insurance for Library employees. The agreement will allow the City to continue the administration of employee insurance benefits program.

BACKGROUND/DISCUSSION

FINANCIAL IMPACT

The Insurance shall only be provided upon the Library's payment of Premiums and Overages.

STAFF RECOMMENDATION

Staff recommends adoption of the attached Ordinance authorizing the City Manager to execute the cooperation agreement with Cape Girardeau Public Library.

ATTACHMENTS:

| Name: | Description: |
|--|--------------|
| 24-134-Library_employees_Insurance_Cooperation_Agreement.doc | Ordinance |
| 2024.11.19.Library.EE.Health.Insurance.Agreement.docx | Agreement |

BILL NO. 24-134

ORDINANCE NO. _____

AN ORDINANCE AUTHORIZING THE CITY MANAGER TO EXECUTE A COOPERATION AGREEMENT WITH CAPE GIRARDEAU PUBLIC LIBRARY REGARDING INSURANCE FOR LIBRARY EMPLOYEES AND AUTHORIZING CERTAIN ACTIONS BY CITY OFFICIALS

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

ARTICLE 1. The City Manager, for and on behalf of the City of Cape Girardeau, Missouri, is hereby authorized to execute an Cooperation Agreement with Cape Girardeau Public Library regarding Insurance for Library employees. The Agreement shall be in substantially the form attached hereto, which document is hereby approved by the City Council, and incorporated herein by reference. The officers of the City are hereby authorized to further execute all documents and take such actions as they may deem necessary and advisable to carry out and perform the purposes of said agreement and to make alterations, changes, additions or amendments to the document herein approved, and the execution of such action shall be conclusive evidence of such necessity or advisability.

ARTICLE 2. This ordinance shall be in full force and effect ten days after its passage and approval.

PASSED AND ADOPTED THIS _____ DAY OF _____, 2024.

Stacy Kinder, Mayor

ATTEST:

Traci Weissmueller, Deputy City Clerk



COOPERATION AGREEMENT

THIS COOPERATION AGREEMENT (this “Agreement”) is made and entered into as of _____, 2024, by and among the **CITY OF CAPE GIRARDEAU, MISSOURI**, an incorporated political subdivision of the State of Missouri (the “City”), the **CAPE GIRARDEAU PUBLIC LIBRARY**, a library district and political subdivision of the State of Missouri (the “Library” and, together with the City, the “Parties”).

RECITALS:

The Parties desire to enter into this Agreement to set forth their respective rights and responsibilities regarding Insurance for Library employees.

AGREEMENT:

NOW, THEREFORE, in consideration of the premises and the mutual covenants and agreements contained in this Agreement, the Parties agree as follows:

1. The City has full constitutional and lawful right, power and authority, under current applicable law, to execute and deliver and perform the terms and obligations of this Agreement, and this Agreement has been duly and validly authorized and approved by all necessary City proceedings, findings and actions. Accordingly, this Agreement constitutes the legal, valid and binding obligation of the City, enforceable in accordance with its terms.
2. The Library has full constitutional and lawful right, power and authority, under current applicable law, to execute and deliver and perform the terms and obligations of this Agreement, and this Agreement has been duly and validly authorized and approved by all necessary Library proceedings, findings and actions. Accordingly, this Agreement constitutes the legal, valid and binding obligation of the Library, enforceable in accordance with its terms.
3. The City, upon appropriation by the City Council, agrees to provide for Insurance for eligible Library employees. Insurance shall be for coverage of employee health, dental, vision, and life insurance benefits. The Insurance shall be limited to the same coverage as provided to employees of the City, the nature and extent of said benefits shall be determined by the City. The Insurance shall only be provided upon the Library’s payment of Premiums and Overages. On any date when this Agreement terminates, the Insurance shall cease for any and all Library employees.
4. The Library agrees to pay the City for Premiums and Overages the City incurs as a result this Agreement. The City shall each calendar month transmit to the Library a statement of the Premiums and Overages incurred by the Library during said month and the same shall be paid to the City by the Library within fifteen (15) days after submission of such statement. The Premiums shall be the same as the City pays on behalf of the City’s employees for Insurance. The Overages shall be for dental and health care claims from Library employees that exceed the amount of premiums collected from the Library as determined by the City in its sole and absolute discretion.
5. The Term of this Agreement shall run for one year beginning on January 1, 2025. Unless otherwise terminated in accordance with this Agreement, the Term shall be automatically renewed for successive one-year terms.

6. Either Party may terminate this Agreement without cause. The termination date will be effective by providing written notice to the other Party at least sixty (60) days prior to said termination date. Additionally, the City may immediately terminate this Agreement if the Library fails to pay the Premiums and/or Overages as required herein. Such right of termination by the City shall be in addition to any other remedies the City may have at law or in equity concerning such default.
7. The Library covenants and agrees to indemnify, defend and hold harmless the City and its elected officials, officers and employees, against any and all claims, demands, damage, suits, judgements, loss or liability of any kind or nature, costs and expenses, including attorneys' fees and witness costs, which may be asserted by any person or persons, including agents or employees of the Library, related to or resulting from this Agreement, or as a result of anything claimed to be done or omitted to be done relating to this Agreement. If a party brings an action against the City contesting the validity or legality of this Agreement or any action or inaction of the City relating to this Agreement, the Library shall defend such claim or action with legal counsel selected by the City and shall pay the costs and attorneys' fees of such counsel. If the Library fails to timely defend, contest or otherwise protect the City against any litigation, claim or action, then this Agreement shall automatically terminate. All costs and expenses incurred by the City in the assistance in the defense of the litigation, claim or action and in discussion and consideration of any settlement, or in actions required to be taken as a result of the litigation, claim or action such as response to discovery and attendance at depositions, including attorneys' fees, shall be paid by the Library. The City shall have no obligation to defend the validity or legality of this Agreement if the Library does not assume the defense of such litigation, claim or action as described herein. This indemnification condition shall survive after termination of this Agreement. Notwithstanding anything herein to the contrary, the City shall not be liable to the Library for damages or otherwise if all or any part of this Agreement or any ordinance or resolution of the City adopted in connection therewith is declared invalid or unconstitutional in whole or in part by any court of competent jurisdiction.
8. In no event shall the language of this Agreement constitute or be construed as a waiver or limitation of the City's rights or defenses with regard to applicable sovereign, governmental, or immunities and protections as provided by federal and state constitution or law. No official, officer, attorney, or employee of the City shall be personally liable to the Library or any employee of the Library in the event of any default or breach by any Party under this Agreement, or for any amount which may become due to any Party or on any obligations under the terms of this Agreement.
9. If due to circumstances not within the reasonable control of the City, including but not limited to a major disaster, epidemic, pandemic, complete or partial destruction of facilities, riot, civil insurrection, disability of a significant part of Providers or entities with whom the City has arranged for services under this Agreement, or similar causes, the rendition of medical or hospital benefits or other services provided under this Agreement is delayed or rendered impractical, the City shall not have any liability or obligation on account of such delay or failure to provide services. The City is required only to make a good faith effort to arrange for the provision of services, considering the impact of the event.
10. If any term or provision of this Agreement is held to be unenforceable by a court of competent jurisdiction, the remainder shall continue in full force and effect, to the extent the remainder can be given effect without the invalid term or provision.
11. The headings and captions of this Agreement are for convenience and reference only, and in no way define, limit, or describe the scope or intent of this Agreement of any provision thereof and shall in no way be deemed to explain, modify, amplify or aid in the interpretation or construction

of the provisions of this Agreement. The Parties and their respective attorneys have had full opportunity to review and participate in the drafting of the final form of this Agreement. This Agreement shall be construed without regard to any presumption or other rule of construction whereby ambiguities within this Agreement or such other document would be construed or interpreted against the Party causing the document to be drafted. In any interpretation, construction or determination of the meaning of any provision of this Agreement, no presumption whatsoever shall arise from the fact that the Agreement was prepared by or on behalf of any Party.

12. The Parties agree that this Agreement constitutes the entire agreement between the Parties and no other agreements or representations other than those contained in this Agreement have been made by the Parties. The City's failure at any time hereafter to require strict performance by the Library of any provision of this Agreement shall not waive, affect or diminish any right of the City thereafter to demand strict compliance and performance therewith. This Agreement may be amended at any time prior to termination only upon mutual agreement by both Parties. This Agreement shall be amended only in writing and effective when signed by the duly authorized agents of the Parties.
13. This Agreement may be executed in any number of counterparts, each of which shall be deemed an original, but all of which shall constitute one and the same agreement.

[Remainder of Page Intentionally Left Blank]

IN WITNESS WHEREOF, the Parties hereto have caused this Agreement to be executed in their respective names and attested as of the date first above written.

CITY OF CAPE GIRARDEAU, MISSOURI

By: _____
Kenneth Haskin, City Manager

[SEAL]

ATTEST:

Gayle Conrad, City Clerk

CAPE GIRARDEAU PUBLIC LIBRARY

By: _____
Name: _____
Title: _____

[SEAL]

ATTEST:

By: _____
Name: _____
Title: _____

Staff: Traci Weissmueller, Deputy City
Agenda: Clerk
12/2/2024

MEMORANDUM
Cape Girardeau City Council

24-033

SUBJECT

Appointments to the Semo Redi Board of Directors for terms expiring December 31, 2025.

EXECUTIVE SUMMARY

This item calls for the appointment of one City Council members and the City Manager to serve on the Semo Redi Board of Directors.

BACKGROUND/DISCUSSION

The terms of Mayor Stacy Kinder and City Manager, Kenneth Haskin will expire December 31, 2024. All Board members serve for one year and may succeed themselves for a maximum of eight years. Mayor Kinder has served since January 2023. Dr. Haskin has served on the Board since January 2024.

GENERAL DIRECTION

Unless directed otherwise, two appointments to the Semo Redi Board of Directors for terms expiring December 31, 2025, will appear on a future agenda for consideration.

ATTACHMENTS:

| Name: | Description: |
|--------------------------|--------------|
| No Attachments Available | |