



**CITY OF JACKSON**  
**MAYOR & BOARD OF ALDERMEN STUDY SESSION**  
**Monday, May 05, 2025 at 6:20 PM**  
**Board Chambers, City Hall, 101 Court St.**

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**AGENDA**

**DISCUSSION ITEMS**

1. Amendments to Chapter 3 (Administration) of the City Code – city clerk
2. Phase 3 Sanitary Sewer Main Extension along Williams Creek / South Old Orchard Road – bid tabulation
3. Water System Facility Plan Implementation Project, Phase 2, Project 2E - Part 1 – bid tabulation
4. East Main Street Pedestrian Walkway Project – bid tabulation
5. Roadway Lighting Maintenance Agreements with MoDOT
6. Discussion of previously tabled items (unspecified)
7. Additional items (unspecified)

Posted on 5/2/2025 at 4:00 PM.



# City of Jackson

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**TO:** Mayor and Board of Aldermen

**FROM:** Angela Birk, City Clerk

**DATE:** May 5, 2025

**RE:** Code Changes to City Clerk Ordinance

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You may recall that in November of 2024 the Board approved updates to the City's ordinances related to municipal court to be in compliance with Supreme Court Rules, Court Operating Rules, Missouri State Statutes and state and local reporting requirements.

On November 4, 2024, Section 53-25 was amended to change the clerk from the city clerk to the municipal court clerk, that language is also currently in Section. 3-213 – Same – As clerk of municipal court. To be consistent, we need to update Chapter 3, Article V, Division 2 of the Code of Ordinances of the City of Jackson, Missouri, by deleting “Sec. 3-213 – Same – As clerk of municipal court.”



# KOEHLER ENGINEERING & LAND SURVEYING, INC.

194 Coker Lane  
CAPE GIRARDEAU, MO 63701  
PH: (573) 335-3026 FX: (573) 335-3049

Item 2.

April 29, 2025

Honorable Dwain Hahs, Mayor  
City of Jackson, Missouri  
101 Court Street  
Jackson, Missouri 63755

**RE: Williams Creek Sanitary Sewer Extension Project, Phase 3  
- Recommendation for Award**

Mr. Hahs,

On April 29, 2025 bids were received and opened in the office of the City Administrator for the above referenced project. Two bids were received, with the cost ranging from \$237,866.10 to \$524,090.70. An engineer's estimate was provided prior to the bid opening with a cost estimate of \$339,323.00. After a review of the bids which were received, and after discussions with City Staff, our recommendation is that the project be awarded to CE Contracting, Inc., of Sainte Genevieve, Missouri, as the lowest responsive bid for the project. The project is within the engineer's estimate, and the contractor is an excellent contractor.

We have reviewed the supporting documentation submitted with the bid, and found it to be in order and in compliance with the city and project requirements.

This letter is to constitute a formal recommendation that the City enter into an agreement and execute a contract with CE Contracting, Inc., of Sainte Genevieve, Missouri to complete the Construction of the Phase 3 Sanitary Sewer Main Extension Along Williams Creek in the City of Jackson, together with all other requirements indicated on the project plans, for the total sum of \$237,866.10. I have included copies of the bid tabulations for your use as well. We will request certificates of insurance and performance and payment bonds from the Contractor, and will expect to have same in hand prior to entering into a contract and issuance of a notice to proceed. I will prepare a formal notice of award and forward it to the contractor if the Board elects to proceed in this manner.

Thank you for the opportunity to continue to provide services to the City of Jackson for this project. If you need any further information, have any questions, or I can be of any further assistance in any capacity, please contact me at your earliest convenience.

Best Regards,

KOEHLER ENGINEERING &  
LAND SURVEYING, INC.

Chris Koehler, PE, PLS  
Enclosures

|                                   |   |          |          |                    |               |                     |               |               |                                 |
|-----------------------------------|---|----------|----------|--------------------|---------------|---------------------|---------------|---------------|---------------------------------|
| ENGINEER'S ESTIMATE FOR           |   |          |          |                    |               |                     |               |               |                                 |
| WILLIAMS CREEK SEWER              |   |          |          |                    |               |                     |               |               |                                 |
| JACKSON, MISSOURI                 |   |          |          |                    |               |                     |               |               |                                 |
| BID OPENING: 4-29-2025: 9:00 A.M. |   |          |          |                    |               |                     |               |               |                                 |
|                                   |   |          |          | Engineers Estimate |               | CE CONTRATING, INC. |               | JOKERST, INC. |                                 |
| ITEM NO.                          | DESCRIPTION   | UNIT     | QUANTITY | Unit Cost          | Cost:         | Unit Cost           | Cost:         | Unit Cost     | Cost:                           |
|                                   |   |          |          |                    |               |                     |               |               |                                 |
| 1                                 | Mobilization & General Conditions                                   | Lump Sum | 1        | \$ 45,000.00       | \$ 45,000.00  | \$ 11,009.00        | \$ 11,009.00  | \$ 40,000.00  | \$ 40,000.00                    |
| 2                                 | Construction Exit*  | Each     | 1        | \$ 1,500.00        | \$ 1,500.00   | \$ 2,360.00         | \$ 2,360.00   | \$ 10,000.00  | \$ 10,000.00                    |
| 3                                 | Silt Fence  | LF       | 1220     | \$ 4.00            | \$ 4,880.00   | \$ 3.00             | \$ 3,660.00   | \$ 7.00       | \$ 8,540.00                     |
| 4                                 | Seed, Mulch, & Surface Restoration                                  | Acre     | 0.62     | \$ 2,500.00        | \$ 1,550.00   | \$ 11,300.00        | \$ 7,006.00   | \$ 7,440.00   | \$ 4,612.80                     |
| 5                                 | Rock Excavation   | Cu. Yd.  | 439      | \$ 250.00          | \$ 109,750.00 | \$ 200.00           | \$ 87,800.00  | \$ 300.00     | \$ 131,700.00                   |
| 6                                 | 8" SDR-35 PVC Sewer Main  | LF       | 1163     | \$ 65.00           | \$ 75,595.00  | \$ 37.00            | \$ 43,031.00  | \$ 96.30      | \$ 111,996.90                   |
| 7                                 | 8" Ductile Iron Sanitary Sewer Pipe                                 | LF       | 149      | \$ 125.00          | \$ 18,625.00  | \$ 131.00           | \$ 19,519.00  | \$ 225.00     | \$ 33,525.00                    |
| 8                                 | 8"x4" SDR 35 Sanitary Sewer Wye Service Connection                  | Each     | 3        | \$ 65.00           | \$ 195.00     | \$ 389.00           | \$ 1,167.00   | \$ 1,180.00   | \$ 3,540.00                     |
| 9                                 | 4" SDR-35 PVC Sewer Service Line                                    | LF       | 246      | \$ 65.00           | \$ 15,990.00  | \$ 21.00            | \$ 5,166.00   | \$ 146.00     | \$ 35,916.00                    |
| 10                                | 8" SDR 35 PVC Stub with Cap for Future Connection                   | Each     | 2        | \$ 500.00          | \$ 1,000.00   | \$ 447.00           | \$ 894.00     | \$ 750.00     | \$ 1,500.00                     |
| 11                                | Connection to Existing Manhole (MH-19)                              | Each     | 1        | \$ 2,000.00        | \$ 2,000.00   | \$ 2,300.00         | \$ 2,300.00   | \$ 4,000.00   | \$ 4,000.00                     |
| 12                                | Sanitary Sewer Standard Manhole                                     | Each     | 4        | \$ 4,200.00        | \$ 16,800.00  | \$ 4,610.00         | \$ 18,440.00  | \$ 6,500.00   | \$ 26,000.00                    |
| 13                                | Sanitary Sewer Outside Drop Manhole                                 | Each     | 1        | \$ 5,200.00        | \$ 5,200.00   | \$ 5,900.00         | \$ 5,900.00   | \$ 7,200.00   | \$ 7,200.00                     |
| 14                                | Bolted & Gasketed Manhole Lid in lieu of Standard Lid               | Each     | 3        | \$ 500.00          | \$ 1,500.00   | \$ 207.00           | \$ 621.00     | \$ 1,400.00   | \$ 4,200.00                     |
| 15                                | Concrete Encased Creek Crossing                                     | LF       | 45       | \$ 100.00          | \$ 4,500.00   | \$ 122.00           | \$ 5,490.00   | \$ 720.00     | \$ 32,400.00                    |
| 16                                | Furnish and Place Rip-Rap Creek and Bank Protection                 | TON      | 87.3     | \$ 60.00           | \$ 5,238.00   | \$ 47.00            | \$ 4,103.10   | \$ 200.00     | \$ 17,460.00                    |
| 17                                | Temporary Fencing   | Lump Sum | 1        | \$ 5,000.00        | \$ 5,000.00   | \$ 4,400.00         | \$ 4,400.00   | \$ 5,000.00   | \$ 5,000.00                     |
| 18                                | Removal / Restoration / Replacement of Existing / Permanent Fencing | Lump Sum | 1        | \$ 15,000.00       | \$ 15,000.00  | \$ 8,250.00         | \$ 8,250.00   | \$ 10,000.00  | \$ 10,000.00                    |
| 19                                | Clearing / Tree Removal   | Lump Sum | 1        | \$ 10,000.00       | \$ 10,000.00  | \$ 6,750.00         | \$ 6,750.00   | \$ 36,500.00  | \$ 36,500.00                    |
|                                   |   |          |          |                    |               |                     |               |               |                                 |
|                                   | Grand Total   |          |          |                    | \$ 339,323.00 |                     | \$ 237,866.10 |               | \$ 524,090.70                   |
|                                   |   |          |          |                    |               |                     |               |               |                                 |
|                                   | Results Certified by:   |          |          |                    |               |                     |               |               | =APPARENT LOW BIDDER:           |
|                                   |   |          |          |                    |               |                     |               |               |                                 |
|                                   |   |          |          |                    |               |                     | \$xxxxxxx     |               | = MATCH ERROR IN BID SUBMISSION |
|                                   |   |          |          |                    |               |                     |               |               |                                 |
|                                   | Chris Koehler, PE, PLS  |          |          |                    |               |                     |               |               |                                 |
|                                   |   |          |          |                    |               |                     |               |               |                                 |
|                                   |   |          | SEAL     |                    |               |                     |               |               |                                 |





April 29, 2025

Mrs. Janet Sanders, P.E.  
Public Works Director  
City of Jackson  
101 Court Street  
Jackson, MO 63755

**Re: City of Jackson  
Water System Facility Plan Implementation Project, Phase 2, Project 2E – Part 1  
Evaluation of Bids**

Dear Mrs. Sanders:

In accordance with your request, Horner & Shifrin (H&S) has reviewed two bid proposals pertaining to the above-referenced project, which were received by the City of Jackson on Friday, April 25, 2025. Enclosed is the Bid Tabulation which summarizes the results of our bid evaluation.

Two bids received for this project were from Nip Kelley Equipment Company with a low bid of \$1,021,621.25 and the high bid of \$1,102,838.00 from CE Contracting, Inc. Please note that our Engineer's Opinion of Probable Cost for this construction was \$1,591,676.60. The Engineer's estimate was based on past water main project bids in the city with an adjustment for pipe pricing increases and working in a heavily traveled area. The lowest bid was 56% below the opinion of probable construction cost and the high bid was 45% above the opinion of probable construction cost. The engineer's estimate was conservatively high due to the unknowns of possible price increases due to tariffs and increased charges due to working in a high traffic area.

In order to assess conformance of the submitted bids with the Procedural Bid Submittal Requirements, we examined the supplemental materials required by the Bidding Documents to be submitted with the Bid Form – Bid Bond, List of Major Subcontractors, and qualifications data. All bidders met conformance with all bid submittal items.

Based on our review of these bids and the supporting materials submitted and discussions with Jackson city staff, it is the recommendation of Horner & Shifrin that the City of Jackson award Nip Kelley Equipment Company as the successful bidder for the Water System Facility Plan Implementation Project, Phase 2, Project 2E – Part 1.

The contract amount would be \$1,021,621.25.



Mrs. Janet Sanders  
April 29, 2025  
Page 2

Item 3.

If there are any questions or need to discuss our bid evaluation further, please contact me.  
We greatly appreciate the opportunity to continue to serve the City of Jackson.

Respectfully Submitted,

Lisa Fennewald, P.E.  
Senior Project Manager

cc: File

**CITY OF JACKSON, MO**  
**WATER SYSTEM FACILITY PLAN IMPLEMENTATION PROJECT - PHASE 2, PROJECT 2E - PART 1**  
**BID TABULATION**

|  | Bid Rank (Low to High)                              | 1                                    | 2                           |
|--|---|--------------------------------------|-----------------------------|
| <b>Conformance to Bid Submittal Requirements</b> | <b>Engineer's Estimate<br/>Horner &amp; Shifrin</b> | <b>Nip Kelley Equipment Co., Inc</b> | <b>CE Contracting, Inc.</b> |
| Bid Signed                                       | --  | Yes                                  | Yes                         |
| Addendum   | --  | Yes                                  | Yes                         |
| Bid Bond Submitted 5%                            | --  | Yes                                  | Yes                         |
| List of Major Subcontractors                     | --  | Yes                                  | Yes                         |
| Qual's Submitted                                 | --  | Yes                                  | Yes                         |

|   |   |                                      |                             |
|---|---|--------------------------------------|-----------------------------|
| <b>List of Major Sub-Contractor Named on Bid Form</b> | <b>Engineer's Estimate<br/>Horner &amp; Shifrin</b> | <b>Nip Kelley Equipment Co., Inc</b> | <b>CE Contracting, Inc.</b> |
| Water Main  | --  | Prime                                | Prime                       |
| Concrete Paving                                       | --  | Prime                                | Prime                       |
| Asphalt Paving  | --  | ASA Asphalt                          | Paving Pros, LLC            |

**CITY OF JACKSON, MO**  
**WATER SYSTEM FACILITY PLAN IMPLEMENTATION PROJECT - PHASE 2, PROJECT 2E - PART 1**  
**BID TABULATION**

| <b>E. Jackson Boulevard</b>                                |  |                               |             | <b>Engineer's Estimate<br/>Horner &amp; Shifrin</b> |                               | <b>Nip Kelley Equipment Co., Inc</b> |                               | <b>CE Contracting, Inc.</b> |                               |
|--|--|-------------------------------|-------------|---|-------------------------------|--------------------------------------|-------------------------------|-----------------------------|-------------------------------|
| <b>Item</b>  | <b>Description</b>   | <b>Estimated<br/>Quantity</b> | <b>Unit</b> | <b>Unit Bid<br/>Price</b>                           | <b>Extended Bid<br/>Price</b> | <b>Unit Bid<br/>Price</b>            | <b>Extended Bid<br/>Price</b> | <b>Unit Bid<br/>Price</b>   | <b>Extended Bid<br/>Price</b> |
| 1  | 10-Inch PVC Water Main (Open Cut)                                    | 2808                          | LF          | \$108.00  | \$303,264.00                  | \$64.75                              | \$181,818.00                  | \$85.00                     | \$238,680.00                  |
| 2  | 8-Inch PVC Water Main (Open Cut)                                     | 21                            | LF          | \$100.00  | \$2,100.00                    | \$190.00                             | \$3,990.00                    | \$410.00                    | \$8,610.00                    |
| 3  | 6-Inch PVC Water Main (Open Cut)                                     | 54                            | LF          | \$94.00   | \$5,076.00                    | \$180.00                             | \$9,720.00                    | \$129.00                    | \$6,966.00                    |
| 4  | 10-Inch PVC Water Main (Restrained)                                  | 143                           | LF          | \$150.00  | \$21,450.00                   | \$75.00                              | \$10,725.00                   | \$117.00                    | \$16,731.00                   |
| 5  | 8-Inch PVC Water Main (Restrained)                                   |                               | LF          |   |                               |                                      |                               |                             |                               |
| 6  | 10-Inch DIP Water Main (Restrained)                                  | 87                            | LF          | \$420.00  | \$36,540.00                   | \$132.00                             | \$11,484.00                   | \$114.00                    | \$9,918.00                    |
| 7  | 10-Inch DIP Restrained Joint in 20-inch Steel Casing Pipe (Open Cut) | 47                            | LF          | \$750.00  | \$35,250.00                   | \$256.00                             | \$12,032.00                   | \$186.00                    | \$8,742.00                    |
| 8  | 6" x 6" Tap & Valve  | 3                             | EA          | \$7,000.00  | \$21,000.00                   | \$4,471.00                           | \$13,413.00                   | \$4,150.00                  | \$12,450.00                   |
| 9  | 8" x 8" Tap & Valve  | 1                             | EA          | \$8,000.00  | \$8,000.00                    | \$5,540.00                           | \$5,540.00                    | \$5,300.00                  | \$5,300.00                    |
| 10   | 10" x 10" Tap & Valve  | 1                             | EA          | \$9,000.00  | \$9,000.00                    | \$7,805.00                           | \$7,805.00                    | \$8,250.00                  | \$8,250.00                    |
| 11   | 4-Inch Gate Valve with 2" Plug                                       | 1                             | EA          | \$2,000.00  | \$2,000.00                    | \$1,685.00                           | \$1,685.00                    | \$2,070.00                  | \$2,070.00                    |
| 12   | 6-Inch Gate Valve  | 1                             | EA          | \$2,500.00  | \$2,500.00                    | \$1,684.00                           | \$1,684.00                    | \$1,750.00                  | \$1,750.00                    |
| 13   | 8-Inch Gate Valve  |                               | EA          |   |                               |                                      |                               |                             |                               |
| 14   | 10-Inch Gate Valve   | 16                            | EA          | \$5,000.00  | \$80,000.00                   | \$3,730.00                           | \$59,680.00                   | \$4,190.00                  | \$67,040.00                   |
| 15   | 10-Inch Valve in Meter Pit Assembly                                  | 1                             | EA          | \$6,500.00  | \$6,500.00                    | \$5,515.00                           | \$5,515.00                    | \$5,840.00                  | \$5,840.00                    |
| 16   | Fire Hydrant Assembly  | 9                             | EA          | \$9,000.00  | \$81,000.00                   | \$7,458.00                           | \$67,122.00                   | \$8,340.00                  | \$75,060.00                   |
| 17   | Reconnect 3/4" or 1" Water Service                                   | 11                            | EA          | \$1,800.00  | \$19,800.00                   | \$1,082.00                           | \$11,902.00                   | \$1,100.00                  | \$12,100.00                   |
| 18   | Extension of 3/4" or 1" Water Service                                | 68                            | LF          | \$150.00  | \$10,200.00                   | \$111.00                             | \$7,548.00                    | \$75.00                     | \$5,100.00                    |
| 19   | 6" Fire Service Connection & Valve                                   |                               | EA          |   |                               |                                      |                               |                             |                               |
| 20   | 4" Fire Service Connection & Valve                                   | 1                             | EA          | \$3,000.00  | \$3,000.00                    | \$2,978.00                           | \$2,978.00                    | \$5,060.00                  | \$5,060.00                    |
| 21   | Extension of 6" Fire Service   |                               | LF          |   |                               |                                      |                               |                             |                               |
| 22   | New Curb Stop & Box  | 8                             | EA          | \$1,000.00  | \$8,000.00                    | \$788.00                             | \$6,304.00                    | \$369.00                    | \$2,952.00                    |
| 23   | New Water Meter  | 4                             | EA          | \$700.00  | \$2,800.00                    | \$910.00                             | \$3,640.00                    | \$196.00                    | \$784.00                      |
| 24   | Reconnect of 2" Water Service  | 5                             | EA          | \$3,000.00  | \$15,000.00                   | \$1,418.00                           | \$7,090.00                    | \$2,030.00                  | \$10,150.00                   |
| 25   | Extension of 2" Water Service  | 188                           | LF          | \$300.00  | \$56,400.00                   | \$103.00                             | \$19,364.00                   | \$137.00                    | \$25,756.00                   |
| 26   | Granular Backfill  | 395                           | CY          | \$50.00   | \$19,750.00                   | \$57.00                              | \$22,515.00                   | \$44.90                     | \$17,735.50                   |
| 27   | Rock Blanket   | 107                           | SY          | \$72.00   | \$7,704.00                    | \$54.00                              | \$5,778.00                    | \$71.50                     | \$7,650.50                    |
| 28   | High Early Strength Concrete Pavement R&R                            | 1696                          | SY          | \$150.00  | \$254,400.00                  | \$92.75                              | \$157,304.00                  | \$102.00                    | \$172,992.00                  |
| 29   | High Early Strength Concrete Drive R&R                               | 79                            | SY          | \$160.00  | \$12,640.00                   | \$150.00                             | \$11,850.00                   | \$106.00                    | \$8,374.00                    |
| 30   | Asphalt Pavement R&R   | 306                           | SY          | \$180.00  | \$55,080.00                   | \$144.00                             | \$44,064.00                   | \$82.00                     | \$25,092.00                   |
| 31   | Concrete Curb R&R  | 18                            | LF          | \$100.00  | \$1,800.00                    | \$197.00                             | \$3,546.00                    | \$158.00                    | \$2,844.00                    |
| 32   | Valve Box Removal  | 11                            | EA          | \$360.00  | \$3,960.00                    | \$132.00                             | \$1,452.00                    | \$121.00                    | \$1,331.00                    |
| 33   | Cut & Cap Existing 4" Pipe   |                               | EA          |   |                               |                                      |                               |                             |                               |
| 34   | Cut & Cap Existing 6" Pipe   | 3                             | EA          | \$2,000.00  | \$6,000.00                    | \$1,528.00                           | \$4,584.00                    | \$1,300.00                  | \$3,900.00                    |
| 35   | Cut & Cap Existing 8" Pipe   | 5                             | EA          | \$2,500.00  | \$12,500.00                   | \$1,804.00                           | \$9,020.00                    | \$1,410.00                  | \$7,050.00                    |
| 36   | Cut & Cap Existing 10" Pipe  | 3                             | EA          | \$3,000.00  | \$9,000.00                    | \$1,912.00                           | \$5,736.00                    | \$2,100.00                  | \$6,300.00                    |
| 37   | Raise Manhole to Grade   | 1                             | LS          | \$7,000.00  | \$7,000.00                    | \$5,641.00                           | \$5,641.00                    | \$3,640.00                  | \$3,640.00                    |
| 38   | 6" Sewer Repair  | 1                             | LS          | \$4,000.00  | \$4,000.00                    | \$4,215.00                           | \$4,215.00                    | \$4,300.00                  | \$4,300.00                    |
| <b>E. JACKSON ST. WATER MAIN SUBTOTAL<br/>(SUM 1-38) =</b> |  |                               |             | <b>\$1,122,800.00</b>                               |                               | <b>\$726,744.00</b>                  |                               | <b>\$790,518.00</b>         |                               |

**CITY OF JACKSON, MO**  
**WATER SYSTEM FACILITY PLAN IMPLEMENTATION PROJECT - PHASE 2, PROJECT 2E - PART 1**  
**BID TABULATION**

| <b>S. High Street</b>                                      |  |                               |             | <b>Engineer's Estimate<br/>Horner &amp; Shifrin</b> |                               | <b>Nip Kelley Equipment Co., Inc</b> |                               | <b>CE Contracting, Inc.</b> |                               |
|--|--|-------------------------------|-------------|---|-------------------------------|--------------------------------------|-------------------------------|-----------------------------|-------------------------------|
| <b>Item</b>  | <b>Description</b>   | <b>Estimated<br/>Quantity</b> | <b>Unit</b> | <b>Unit Bid<br/>Price</b>                           | <b>Extended Bid<br/>Price</b> | <b>Unit Bid<br/>Price</b>            | <b>Extended Bid<br/>Price</b> | <b>Unit Bid<br/>Price</b>   | <b>Extended Bid<br/>Price</b> |
| 1  | 10-Inch PVC Water Main (Open Cut)                                    |                               | LF          |   |                               |                                      |                               |                             |                               |
| 2  | 8-Inch PVC Water Main (Open Cut)                                     |                               | LF          |   |                               |                                      |                               |                             |                               |
| 3  | 6-Inch PVC Water Main (Open Cut)                                     |                               | LF          |   |                               |                                      |                               |                             |                               |
| 4  | 10-Inch PVC Water Main (Restrained)                                  |                               | LF          |   |                               |                                      |                               |                             |                               |
| 5  | 8-Inch PVC Water Main (Restrained)                                   | 689                           | LF          | \$111.60  | \$76,892.40                   | \$55.00                              | \$37,895.00                   | \$76.00                     | \$52,364.00                   |
| 6  | 10-Inch DIP Water Main (Restrained)                                  |                               | LF          |   |                               |                                      |                               |                             |                               |
| 7  | 10-Inch DIP Restrained Joint in 20-inch Steel Casing Pipe (Open Cut) |                               | LF          |   |                               |                                      |                               |                             |                               |
| 8  | 6" x 6" Tap & Valve  |                               | EA          |   |                               |                                      |                               |                             |                               |
| 9  | 8" x 8" Tap & Valve  | 1                             | EA          | \$8,000.00  | \$8,000.00                    | \$5,540.00                           | \$5,540.00                    | \$5,300.00                  | \$5,300.00                    |
| 10   | 10" x 10" Tap & Valve  |                               | EA          |   |                               |                                      |                               |                             |                               |
| 11   | 4-Inch Gate Valve with 2" Plug                                       |                               | EA          |   |                               |                                      |                               |                             |                               |
| 12   | 6-Inch Gate Valve  |                               | EA          |   |                               |                                      |                               |                             |                               |
| 13   | 8-Inch Gate Valve  | 1                             | EA          | \$3,000.00  | \$3,000.00                    | \$2,395.00                           | \$2,395.00                    | \$2,710.00                  | \$2,710.00                    |
| 14   | 10-Inch Gate Valve   |                               | EA          |   |                               |                                      |                               |                             |                               |
| 15   | 10-Inch Valve in Meter Pit Assembly                                  |                               | EA          |   |                               |                                      |                               |                             |                               |
| 16   | Fire Hydrant Assembly  |                               | EA          |   |                               |                                      |                               |                             |                               |
| 17   | Reconnect 3/4" or 1" Water Service                                   | 2                             | EA          | \$1,800.00  | \$3,600.00                    | \$1,082.00                           | \$2,164.00                    | \$900.00                    | \$1,800.00                    |
| 18   | Extension of 3/4" or 1" Water Service                                | 15                            | LF          | \$150.00  | \$2,250.00                    | \$111.00                             | \$1,665.00                    | \$167.00                    | \$2,505.00                    |
| 19   | 6" Fire Service Connection & Valve                                   | 1                             | EA          | \$4,000.00  | \$4,000.00                    | \$2,773.00                           | \$2,773.00                    | \$3,050.00                  | \$3,050.00                    |
| 20   | 4" Fire Service Connection & Valve                                   |                               | EA          |   |                               |                                      |                               |                             |                               |
| 21   | Extension of 6" Fire Service   | 1                             | LF          | \$2,000.00  | \$2,000.00                    | \$2,303.00                           | \$2,303.00                    | \$2,430.00                  | \$2,430.00                    |
| 22   | New Curb Stop & Box  |                               | EA          |   |                               |                                      |                               |                             |                               |
| 23   | New Water Meter  |                               | EA          |   |                               |                                      |                               |                             |                               |
| 24   | Reconnect of 2" Water Service  |                               | EA          |   |                               |                                      |                               |                             |                               |
| 25   | Extension of 2" Water Service  |                               | LF          |   |                               |                                      |                               |                             |                               |
| 26   | Granular Backfill  | 223                           | CY          | \$50.40   | \$11,239.20                   | \$57.00                              | \$12,711.00                   | \$37.00                     | \$8,251.00                    |
| 27   | Rock Blanket   |                               | SY          |   |                               |                                      |                               |                             |                               |
| 28   | High Early Strength Concrete Pavement R&R                            | 1703                          | SY          | \$150.00  | \$255,450.00                  | \$92.75                              | \$157,953.25                  | \$98.00                     | \$166,894.00                  |
| 29   | High Early Strength Concrete Drive R&R                               |                               | SY          |   |                               |                                      |                               |                             |                               |
| 30   | Asphalt Pavement R&R   | 3                             | SY          | \$180.00  | \$540.00                      | \$144.00                             | \$432.00                      | \$82.00                     | \$246.00                      |
| 31   | Concrete Curb R&R  |                               | LF          |   |                               |                                      |                               |                             |                               |
| 32   | Valve Box Removal  |                               | EA          |   |                               |                                      |                               |                             |                               |
| 33   | Cut & Cap Existing 4" Pipe   | 1                             | EA          | \$1,800.00  | \$1,800.00                    | \$941.00                             | \$941.00                      | \$1,380.00                  | \$1,380.00                    |
| 34   | Cut & Cap Existing 6" Pipe   |                               | EA          |   |                               |                                      |                               |                             |                               |
| 35   | Cut & Cap Existing 8" Pipe   |                               | EA          |   |                               |                                      |                               |                             |                               |
| 36   | Cut & Cap Existing 10" Pipe  |                               | EA          |   |                               |                                      |                               |                             |                               |
| 37   | Raise Manhole to Grade   |                               | LS          |   |                               |                                      |                               |                             |                               |
| 38   | 6" Sewer Repair  | 1                             | LS          | \$4,000.00  | \$4,000.00                    | \$4,215.00                           | \$4,215.00                    | \$4,300.00                  | \$4,300.00                    |
| <b>E. JACKSON ST. WATER MAIN SUBTOTAL<br/>(SUM 1-38) =</b> |  |                               |             | <b>\$372,771.60</b>                                 |                               | <b>\$230,987.25</b>                  |                               | <b>\$251,230.00</b>         |                               |

**CITY OF JACKSON, MO**  
**WATER SYSTEM FACILITY PLAN IMPLEMENTATION PROJECT - PHASE 2, PROJECT 2E - PART 1**  
**BID TABULATION**

| Overall Project Items |                                     |                       |      | Engineer's Estimate<br>Horner & Shifrin |                       | Nip Kelley Equipment Co., Inc |                       | CE Contracting, Inc. |                       |
|-----------------------|-------------------------------------|-----------------------|------|---|-----------------------|-------------------------------|-----------------------|----------------------|-----------------------|
| Item                  | Description                         | Estimated<br>Quantity | Unit | Unit Bid<br>Price                       | Extended Bid<br>Price | Unit Bid<br>Price             | Extended Bid<br>Price | Unit Bid<br>Price    | Extended Bid<br>Price |
| 39                    | Project Traffic Control             | 1                     | LS   | \$20,000.00                             | \$20,000.00           | \$33,550.00                   | \$33,550.00           | \$11,300.00          | \$11,300.00           |
| 40                    | Project Mobilization/Demobilization | 1                     | LS   | \$76,105.00                             | \$76,105.00           | \$30,340.00                   | \$30,340.00           | \$49,790.00          | \$49,790.00           |

| BID TOTAL SUMMARY |  |  |  | Engineer's Estimate<br>Horner & Shifrin |  | Nip Kelley Equipment Co., Inc |  | CE Contracting, Inc. |  |
|-------------------|--|--|--|---|--|-------------------------------|--|----------------------|--|
|                   | E. JACKSON ST.                                   |  |  | \$1,122,800.00                          |  | \$726,744.00                  |  | \$790,518.00         |  |
|                   | S. HIGH ST.                                      |  |  | \$372,771.60                            |  | \$230,987.25                  |  | \$251,230.00         |  |
|                   | OVERALL PROJECT - TRAFFIC CONTROL                |  |  | \$20,000.00                             |  | \$33,550.00                   |  | \$11,300.00          |  |
|                   | OVERALL PROJECT -<br>MOBILIZATION/DEMOBILIZATION |  |  | \$76,105.00                             |  | \$30,340.00                   |  | \$49,790.00          |  |
| TOTAL BID         |  |  |  | \$1,591,676.60                          |  | \$1,021,621.25                |  | \$1,102,838.00       |  |

| Supplemental Bid Items |                                 |      |  | Engineer's Estimate<br>Horner & Shifrin |  | Nip Kelley Equipment Co., Inc |  | CE Contracting, Inc. |  |
|------------------------|---------------------------------|------|--|---|--|-------------------------------|--|----------------------|--|
| Item                   | Description                     | Unit |  | Unit Bid Price                          |  | Unit Bid Price                |  | Unit Bid Price       |  |
| 1S                     | Rock Excavation                 | CY   |  | -                                       |  | \$300.00                      |  | \$300.00             |  |
| 2S                     | Repair of Unknown Water Service | EA   |  | -                                       |  | \$3,470.00                    |  | \$1,870.00           |  |
| 3S                     | Downtime                        | HR   |  | -                                       |  | \$320.00                      |  | \$860.00             |  |
| 4S                     | 8-Inch Cut-in Valve             | EA   |  | -                                       |  | \$10,988.00                   |  | \$9,700.00           |  |

DATE: April 22, 2025

TO: Mr. George Harris, PE  
City Engineer  
Jackson Public Works  
101 Court Street  
Jackson, MO 63755

PROJECT: 23294 TAP-3000(009) City of Jackson East Main Street Pedestrian Walkway

RE: 04/22/2025 Summary of Bids and Recommendation to Award

Dear George,

Earlier today (10 AM on 04/22/2025) on the City's behalf we opened bids on the above noted project. A summary of the bids as read, a sign in sheet from the opening, and a spreadsheet summary of bid items is attached. The summary of bid items includes the engineer's estimate.

Bids were as follows in order of low to high:

1. Lappe Cement Finishing, Inc. \$503,307.47
2. Fronabarger Concreters, Inc. \$532,198.10

There are no apparent errors or imbalances in the bids.

All bidders included their bid bond documentation.

At this time, we would recommend the City of Jackson award the project to the low bidder, Lappe Cement Finishing, 2710 County Road 413, Friedheim, MO at \$503,307.47

Sincerely,



Digitally signed by Andrew Lee Meyer  
DN: C=US, E=ameyer@bfwengineers.com,  
O=Bacon Farmer Workman Engineering  
and Testing, OU="Project Manager, Cape  
Girardeau, MO", CN=Andrew Lee Meyer  
Reason: I attest to the accuracy and  
integrity of this document  
Contact Info: ameyer@bfwengineers.com  
5739879359  
Date: 2025.04.22 13:17:00-05'00'

Andy Meyer, PE  
Project Manager  
BFW Engineering and Consulting





**SUMMARY OF BID PROPOSALS RECEIVED FOR  
Jackson East Main Street Sidewalks**

Jackson  
Jackson, MO

Project Name: Jackson East Main Street Sidewalks  
MoDOT Job No. 23294 TAP-3000 (009)  
Client: City of Jackson Missouri  
Job Number: 23294 TAP-3000 (009)  
Date: April 22, 2025

**BID OPENING**

Date: April 22nd, 2025 10:00 a.m. (local time)

Place: Jackson City Hall

**Base Bid Items**

|     |  |          |      | Fronabarger Concreters, Inc. |              | Lappe Cement Finishing, Inc. |              | Engineer's Estimate |              | N/A       |       |
|-----|--|----------|------|------------------------------|--------------|------------------------------|--------------|---------------------|--------------|-----------|-------|
| No. | Contingent Item Description  | Quantity | Unit | Unit Cost                    | Total        | Unit Cost                    | Total        | Unit Cost           | Total        | Unit Cost | Total |
| 10  | CLEARING AND GRUBBING  | 1        | ACRE | \$ 5,000.00                  | \$ 5,000.00  | \$ 12,000.00                 | \$ 12,000.00 | \$1,200.00          | \$ 1,200.00  |           |       |
| 20  | REMOVAL OF IMPROVEMENTS  | 1        | L.S. | \$ 6,500.00                  | \$ 6,500.00  | \$ 8,280.00                  | \$ 8,280.00  | \$ 10,000.00        | \$ 10,000.00 |           |       |
| 30  | CLASS 3 EXCAVATION   | 36       | CY   | \$ 45.00                     | \$ 1,620.00  | \$ 63.00                     | \$ 2,268.00  | \$ 50.00            | \$ 1,800.00  |           |       |
| 40  | MISC. {MODIFIED LINEAR GRADING, CL 2}                                    | 25.8     | STA. | \$ 2,000.00                  | \$ 51,600.00 | \$ 1,680.00                  | \$ 43,344.00 | \$ 750.00           | \$ 19,350.00 |           |       |
| 50  | TYPE 5 AGGREGATE FOR BASE (4 IN. THICK)                                  | 1167     | SY   | \$ 13.00                     | \$ 15,171.00 | \$ 8.00                      | \$ 9,336.00  | \$ 8.00             | \$ 9,336.00  |           |       |
| 60  | TYPE 5 AGGREGATE FOR BASE (6 IN. THICK)                                  | 430      | CY   | \$ 20.00                     | \$ 8,600.00  | \$ 10.00                     | \$ 4,300.00  | \$ 10.00            | \$ 4,300.00  |           |       |
| 70  | MISC. {DRAINAGE STRUCTURE MODIFICATION}                                  | 4        | EACH | \$ 2,000.00                  | \$ 8,000.00  | \$ 1,886.00                  | \$ 7,544.00  | \$ 2,000.00         | \$ 8,000.00  |           |       |
| 80  | CONCRETE CURB RAMP   | 91       | SY   | \$ 150.00                    | \$ 13,650.00 | \$ 140.00                    | \$ 12,740.00 | \$ 70.00            | \$ 6,370.00  |           |       |
| 90  | TRUNCATED DOMES  | 161      | SF   | \$ 30.00                     | \$ 4,830.00  | \$ 34.00                     | \$ 5,474.00  | \$ 36.00            | \$ 5,796.00  |           |       |
| 100 | SIDEWALK HAND-RAILING WITH BALUSTERS                                     | 121      | LF   | \$ 195.00                    | \$ 23,595.00 | \$ 124.64                    | \$ 15,081.44 | \$ 190.00           | \$ 22,990.00 |           |       |
| 110 | "PAVED APPROACH, 7 IN."  | 71.9     | SY   | \$ 135.00                    | \$ 9,706.50  | \$ 95.70                     | \$ 6,880.83  | \$ 93.00            | \$ 6,686.70  |           |       |
| 120 | "CONCRETE SIDEWALK, 4 IN."   | 1075.3   | SY   | \$ 82.00                     | \$ 88,174.60 | \$ 78.00                     | \$ 83,873.40 | \$ 70.00            | \$ 75,271.00 |           |       |
| 130 | ROCK LINING  | 1        | CY   | \$ 150.00                    | \$ 150.00    | \$ 410.00                    | \$ 410.00    | \$ 80.00            | \$ 80.00     |           |       |
| 140 | MISC. {TEMPORARY TRAFFIC CONTROL}  | 1        | LS   | \$ 3,500.00                  | \$ 3,500.00  | \$ 16,990.00                 | \$ 16,990.00 | \$ 5,000.00         | \$ 5,000.00  |           |       |
| 150 | MOBILIZATION   | 1        | LS   | \$ 52,000.00                 | \$ 52,000.00 | \$ 27,590.00                 | \$ 27,590.00 | \$ 40,000.00        | \$ 40,000.00 |           |       |
| 160 | "6 IN. WHITE HIGH BUILD WATERBORNE PAVEMENT MARKING PAINT, TYPE L BEADS" | 374      | LF   | \$ 5.00                      | \$ 1,870.00  | \$ 9.60                      | \$ 3,590.40  | \$ 10.00            | \$ 3,740.00  |           |       |
| 170 | "24 IN. WHITE STANDARD WATERBORNE PAVEMENT MARKING PAINT, TYPE P BEADS"  | 240      | LF   | \$ 12.00                     | \$ 2,880.00  | \$ 19.00                     | \$ 4,560.00  | \$ 10.00            | \$ 2,400.00  |           |       |
| 180 | 18 IN. PIPE GROUP A  | 36       | LF   | \$ 150.00                    | \$ 5,400.00  | \$ 94.00                     | \$ 3,384.00  | \$ 80.00            | \$ 2,880.00  |           |       |
| 190 | PRECAST CONCRETE MANHOLE - 48 IN.  | 8        | LF   | \$ 600.00                    | \$ 4,800.00  | \$ 890.00                    | \$ 7,120.00  | \$ 500.00           | \$ 4,000.00  |           |       |
| 200 | PRECAST CONCRETE DROP INLET 3 FT X 3 FT                                  | 13       | LF   | \$ 550.00                    | \$ 7,150.00  | \$ 1,140.00                  | \$ 14,820.00 | \$ 1,000.00         | \$ 13,000.00 |           |       |
| 210 | 18 IN. OR ALLOWED SUBSTITUTE GROUP A FLARED END SECTION                  | 1        | EACH | \$ 1,350.00                  | \$ 1,350.00  | \$ 1,410.00                  | \$ 1,410.00  | \$ 1,050.00         | \$ 1,050.00  |           |       |



|     |   |       |          |             |               |             |               |             |               |     |  |
|-----|---|-------|----------|-------------|---------------|-------------|---------------|-------------|---------------|-----|--|
| 220 | MULCHING  | 1     | ACRE     | \$ 5,500.00 | \$ 5,500.00   | \$ 4,500.00 | \$ 4,500.00   | \$ 1,500.00 | \$ 1,500.00   |     |  |
| 230 | SEEDING - COOL SEASON GRASSES                     | 1     | ACRE     | \$ 6,500.00 | \$ 6,500.00   | \$ 3,500.00 | \$ 3,500.00   | \$ 5,000.00 | \$ 5,000.00   |     |  |
| 240 | ALTERNATE DITCH CHECK                             | 20    | LF       | \$ 20.00    | \$ 400.00     | \$ 15.00    | \$ 300.00     | \$ 20.00    | \$ 400.00     |     |  |
| 250 | CURB INLET CHECK                                  | 4     | EACH     | \$ 200.00   | \$ 800.00     | \$ 200.00   | \$ 800.00     | \$ 225.00   | \$ 900.00     |     |  |
| 260 | SEDIMENT REMOVAL                                  | 26    | CY       | \$ 25.00    | \$ 650.00     | \$ 10.00    | \$ 260.00     | \$ 25.00    | \$ 650.00     |     |  |
| 270 | SILT FENCE  | 200   | LF       | \$ 4.00     | \$ 800.00     | \$ 10.00    | \$ 2,000.00   | \$ 5.00     | \$ 1,000.00   |     |  |
| 280 | 2.5 IN. PSST POST - 12 GA                         | 24    | LF       | \$ 30.00    | \$ 720.00     | \$ 42.00    | \$ 1,008.00   | \$ 25.00    | \$ 600.00     |     |  |
| 290 | DRIVEN POST ANCHOR FOR 2.5 IN. PSST - 7 GA.       | 2     | EACH     | \$ 200.00   | \$ 400.00     | \$ 271.00   | \$ 542.00     | \$ 200.00   | \$ 400.00     |     |  |
| 300 | SHF-FLAT SHEET FLOURESCENT                        | 22    | SF       | \$ 28.00    | \$ 616.00     | \$ 34.00    | \$ 748.00     | \$ 50.00    | \$ 1,100.00   |     |  |
| 310 | CLASS B-1 CONCRETE                                | 181.8 | CY       | \$ 1,000.00 | \$ 181,800.00 | \$ 788.00   | \$ 143,258.40 | \$ 850.00   | \$ 154,530.00 |     |  |
| 320 | REINFORCING STEEL                                 | 12310 | LBS      | \$ 1.50     | \$ 18,465.00  | \$4.50      | \$ 55,395.00  | \$ 5.00     | \$ 61,550.00  |     |  |
|     | Lump Sum Total Bid Amount (Including contingency) |       |          |             | \$ 532,198.10 |             | \$ 503,307.47 |             | \$ 470,879.70 |     |  |
|     |   |       |          |             |               |             |               |             |               |     |  |
|     |   |       | CHECK    | NO          |               | NO          |               | N/A         |               | N/A |  |
|     |   |       | BID BOND | YES         |               | YES         |               | N/A         |               | N/A |  |
|     |   |       | AMOUNT   |             |               |             |               |             |               |     |  |
|     |   |       | SURETY   |             |               |             |               |             |               |     |  |



Digitally signed by Andrew Lee Meyer  
 DN: C=US,  
 E=ameyer@bfwengineers.com,  
 O=Bacon Farmer Workman  
 Engineering and Testing, OU="Project  
 Manager, Cape Girardeau, MO",  
 CN=Andrew Lee Meyer  
 Reason: I attest to the accuracy and  
 integrity of this document  
 Contact Info:  
 ameyer@bfwengineers.com  
 5739879359  
 Date: 2025.04.22 13:23:25-05'00'



|           |                                |
|-----------|--------------------------------|
| Project:  | Jackson East Main St Sidewalks |
| MoDOT No. | 23294 TAP-3000 (009)           |
| Client:   | City of Jackson                |
| Job No:   | 23294 TAP-3000 (009)           |

## CONSTRUCTION MEETING - SIGN IN

Project: Jackson E Main Street Sidewalks

County: Cape Girardeau County, Missouri

Place: Jackson City Hall  
101 Court St  
Jackson, MO 63755

Date: Tuesday, April 22nd at 10:00am

[illegible]

## LOG OF BIDS RECEIVED

PROJECT TITLE: EAST MAIN STREET PEDESTRIAN WALKWAY PROJECT  
PROJECT MANAGER: ANDY MEYER, PE, BFW ENGINEERING  
BID DUE DATE: TUESDAY, APRIL 22, 2025 AT 10:00 AM

COMPANY NAME:

1. Lappe Cement Finishing 4/22/25 8:27AM
2. Tronaburga Concreters, Inc. 4/22/25 9:25AM
3. \_\_\_\_\_
4. \_\_\_\_\_
5. \_\_\_\_\_
6. \_\_\_\_\_
7. \_\_\_\_\_
8. \_\_\_\_\_
9. \_\_\_\_\_
10. \_\_\_\_\_
11. \_\_\_\_\_
12. \_\_\_\_\_
13. \_\_\_\_\_
14. \_\_\_\_\_
15. \_\_\_\_\_
16. \_\_\_\_\_
17. \_\_\_\_\_
18. \_\_\_\_\_

**CITY OF JACKSON TABULATION SHEET**  
**Jackson East Main Street Sidewalks**  
**April 22, 2025 at 10:00am**

| BIDDER                          | COST         | BOND (Y/N) |
|---------------------------------|--------------|------------|
| Lappe Cement<br>Finishing, Inc. | \$503,307.47 | Y          |
| Fronabarger<br>Concreters, Inc. | \$532,198.10 | Y          |
|                                 |              |            |
|                                 |              |            |
|                                 |              |            |
|                                 |              |            |
|                                 |              |            |
|                                 |              |            |


CHAIRMAN: Rodney Barling (City of Jackson, LPA Person in Resp. charge.)  
 RECORDER: Tierney Sabo (BFW)  
 VERIFIER: [Signature] (BFW)





# City of Jackson

**MEMO TO:** The Honorable Mayor Dwain Hahs and  
Members of the Board of Aldermen

**FROM:** Rodney Bollinger, Director of Administrative Services 

**DATE:** May 1, 2025

**SUBJECT:** East Jackson Boulevard Roadway Lighting Project  
Governor's Transportation Cost Share Program

On September 19, 2024, MoDOT approved Jackson's grant application and awarded cost share funds for the East Jackson Boulevard Roadway Lighting Project. At that time, the staff informed the elected officials that our next step would be to get lighting maintenance agreements in place for the new lights on E. Jackson Blvd., as well as the existing lights the City agreed to take over on W. Jackson Blvd.

The City's financial participation is 50% of the total cost to construct the new lights on E. Jackson Blvd., which is estimated at \$1.9M. The source of local funds is the City's Electric Surplus. The plans, specifications, and bid documents are substantially complete. Strickland Engineering has received approval from MoDOT for the E. Jackson Blvd. plan revisions and the W. Jackson Blvd. switchover plans. They are finalizing construction cost estimates and continuing to work on the front-end bid documents. Once completed, the project will be ready to bid.

On March 21, 2025, the City staff received a pair of draft agreements for lighting, one on E. Jackson Blvd. for the new lighting and one on W. Jackson Blvd. for the transfer of ownership of the existing continuous lighting to the City. The staff reviewed both documents and sent our proposed changes to MoDOT on April 7<sup>th</sup>. MoDOT has verbally agreed to make those changes and has sent them on to Jefferson City for final approval.

The two lighting maintenance agreements (in DRAFT form) are attached for your review. Once I receive the final versions back from MoDOT, the Mayor and Board of Aldermen will be asked to approve them.

Thanks for your time and consideration of the information. Please contact me should you have any questions regarding this matter.

**MISSOURI HIGHWAYS AND TRANSPORTATION COMMISSION**  
**DRAFT LIGHTING MAINTENANCE AGREEMENT**  
**AGREEMENT NO.: 2024-04-83881**  
**NEW LIGHTS ON EAST JACKSON BOULEVARD**

CCO Form: TR39  
Approved: 10/03 (BDG)  
Revised: 03/24 (TLP)  
Modified:

MoDOT District: Southeast District  
MoDOT Agreement Administrator: Jake Butler  
eAgreement No.: 2024-04-83881

## **MISSOURI HIGHWAYS AND TRANSPORTATION COMMISSION LIGHTING MAINTENANCE AGREEMENT**

THIS AGREEMENT is entered into by the Missouri Highways and Transportation Commission (hereinafter, "Commission") and the City of Jackson, Missouri (hereinafter, "City").

WITNESSETH:

NOW, THEREFORE, in consideration of the mutual promises, covenants, and representations contained in this Agreement, the parties agree as follows:

(1) PURPOSE AND SCOPE: It is the purpose of this Agreement to outline the responsibilities of the Commission and the City for installation and lighting maintenance of the portion of US 61.

(2) INSTALLATION OF LIGHTING:

(A) The City shall install 97 luminaires on US 61, Cape Girardeau from approximately 500' West of Hiltop Dr. to approximately 400' West of Old Orchard Rd. The City will incur the installation expense of the luminaires. The Commission shall be responsible for all maintenance and traffic control devices on and along the roadway US 61, Cape Girardeau from approximately 500' West of Hiltop Dr. to approximately 400' West of Old Orchard Rd , with the exception of continuous lighting.

(B) The City shall maintain, at the City's cost, continuous lighting within the Commission's limited access right of way. The lighting shall be maintained in accordance with the Missouri Department of Transportation's Engineering Policy Guide. The City shall pay the cost of electrical current for the operation of the lighting, basic intersection lighting and interchange lighting. The City shall provide and maintain power at the locations designated.

(3) MAINTENANCE BY CONTRACT:

(A) The City may have the maintenance work required pursuant to this Agreement performed by either its own maintenance personnel or by contract with qualified individuals or companies approved by the Commission to provide a fully functional and dependable lighting system.

(B) The City shall respond to any emergency situation in which repair or maintenance of damage to the lighting is required immediately to correct a dangerous condition or restore the safe, unobstructed flow of traffic on the improvement.

(4) MAINTENANCE BY CITY WITHIN COMMISSION RIGHT OF WAY: In order to coordinate maintenance activities on the improvement, the City shall notify the Commission either by telephone, telefax, or in writing, prior to performing maintenance work within Commission right of way. Such notification shall be made to the District's Operational Support Engineer or a designated assistant and shall include the location and nature of the work to be performed. Any maintenance activities done by the City which involves closing one or more of the through lanes of the improvement, affects the safety of the traveling public, or which will cause permanent changes to the configuration of the improvement, may require a permit from the Commission. The City will be informed of whether or not a permit is required at the time the City notifies Commission of the proposed maintenance activities. The City shall comply with any additional condition placed upon the issuance of the permit.

(5) AMENDMENTS: Any change in this Agreement, whether by modification or supplementation, must be accomplished by a formal contract amendment signed and approved by the duly authorized representative of the City and the Commission.

(6) UTILITY LOCATING RESPONSIBILITY: The City shall be responsible for any utility locate request information along US 61, Cape Girardeau from approximately 500' West of Hiltop Dr. to approximately 400' West of Old Orchard Rd concerning the cable(s) for the lighting system, including the pullbox(es) and conduit(s).

(7) COMMISSION REPRESENTATIVE: The Commission's District Engineer is designated as the Commission's Representative for the purpose of administering the provisions of this Agreement. The Commission's Representative may designate by written notice to each of the City Representatives, additional persons having the authority to act on behalf of the Commission in the performance of this Agreement.

(8) CITY REPRESENTATIVE: The Mayor for the City is designated as the City's representative for the purpose of administering the provisions of this Agreement. The City Representatives may designate by written notice to the Commission's Representative additional persons having the authority to act on behalf of the City or a City Department in the performance of this Agreement.

(9) NOTICES: Any notice or other communication required or permitted to be given hereunder shall be in writing and shall be deemed given upon



delivery by First Class, Priority or Express United States mail, postage prepaid, or upon actual receipt by courier, personal or facsimile delivery, addressed as follows:

(A) To the Commission:

Mark Croarkin, District Engineer  
Missouri Department of Transportation  
2675 N. Main St.  
Sikeston, MO 63801  
Fax: (573) 472-5219

(B) To the City:

Dwain Hahs, City Mayor  
City of Jackson  
101 Court St.  
Jackson, MO 63755  
Fax: (573) 243-4588

or to such other place as the parties may designate in accordance with this Agreement. To be valid, facsimile delivery shall be followed by delivery of the original document, or a clear and legible copy thereof, within three (3) business days of the date of facsimile transmission of that document.

(10) VENUE: It is agreed by the parties that any action at law, suit in equity, or other judicial proceeding to enforce or construe this Agreement, or regarding its alleged breach, shall be instituted only in the Circuit Court of Cole County, Missouri.

(11) LAW OF MISSOURI TO GOVERN: This Agreement shall be construed according to the laws of the state of Missouri. The City shall comply with all local, state and federal laws and regulations relating to the performance of this Agreement.

(12) INDEMNIFICATION: To the extent allowed or imposed by law, the City shall defend, indemnify and hold harmless the Commission, including its members and department employees, from any claim or liability whether based on a claim for damages to real or personal property or to a person for any matter relating to or arising out of the City's wrongful or negligent performance of its obligations under this Agreement.

(13) INSURANCE:

(A) The City is required or will require any contractor procured by the City to work under this Agreement:

(1) To obtain a no cost permit from the Commission's district engineer prior to working on the Commission's right-of-way, which shall be signed by an authorized contractor representative (a permit from the Commission's district engineer will not be required for work outside of the Commission's right-of-way); and

(2) To carry commercial general liability insurance and commercial automobile liability insurance from a company authorized to issue insurance in Missouri, and to name the Commission, and the Missouri Department of Transportation and its employees, as additional insureds in amounts sufficient to cover the sovereign immunity limits for Missouri public entities (\$600,000 per claimant and \$4,000,000 per occurrence) as calculated by the Missouri Department of Insurance, Financial Institutions and Professional Registration, and published annually in the Missouri Register pursuant to Section 537.610, RSMo.

(B) In no event shall the language of this Agreement constitute or be construed as a waiver or limitation for either party's rights or defenses with regard to each party's applicable sovereign, governmental, or official immunities and protections as provided by federal and state constitution or law.

(14) ASSIGNMENT: The City shall not assign, transfer or delegate any interest in this Agreement without the prior written consent of the Commission.

(15) CANCELLATION: The Commission may cancel this Agreement at any time for a material breach of contractual obligations or for convenience by providing the City with written notice of cancellation. Should the Commission exercise its right to cancel the contract for such reasons, cancellation will become effective upon the date specified in the notice of cancellation sent to the City.

(16) AUDIT OF RECORDS: The City must maintain all records relating to this Agreement, including but not limited to invoices, payrolls, etc. These records must be available at all reasonable times at no charge to the Commission and/or its designees or representatives during the period of this Agreement and any extension thereof, and for three (3) years from the date of final payment made under this Agreement.

(17) SECTION HEADINGS: All section headings contained in this Agreement are for the convenience of reference only and are not intended to define or limit the scope of any provision of this Agreement.

(18) SOLE BENEFICIARY: This Agreement is made for the sole benefit of the parties hereto and nothing in this Agreement shall be construed to give any rights or benefits to anyone other than the Commission and the City.

(19) AUTHORITY TO EXECUTE: The signers of this Agreement warrant

that they are acting officially and properly on behalf of their respective institutions and have been duly authorized, directed and empowered to execute this Agreement.

(20) COMMISSION RIGHT OF WAY: All improvements made within the state-owned right-of-way shall become the Commission's property.

(21) NO INTEREST: By contributing to the cost of the maintenance of this project or improvement, the City gains no interest in the constructed lighting improvements whatsoever. The Commission shall not be obligated to keep the constructed lighting in place if the Commission, in its sole discretion, determines removal or modification of the lighting is in the best interests of the state highway system. In the event the Commission decides to remove the lighting improvements, the City shall not be entitled to a refund of the funds contributed by the City pursuant to this Agreement.

(22) ENTIRE AGREEMENT: This Agreement represents the entire understanding between the parties regarding this subject and supersedes all prior written or oral communications between the parties regarding this subject.

IN WITNESS WHEREOF, the parties have entered into this Agreement on the date last written below.

Executed by City this \_\_\_\_\_ (date).

Executed by Commission this \_\_\_\_\_ (date).

MISSOURI HIGHWAYS AND  
TRANSPORTATION COMMISSION

**[City of Jackson]**

\_\_\_\_\_

By \_\_\_\_\_

Title \_\_\_\_\_

Title **City Mayor**

ATTEST:

ATTEST:

By \_\_\_\_\_  
Secretary to the Commission

By \_\_\_\_\_

Title **City Clerk**

Ordinance No. \_\_\_\_\_

APPROVED AS TO FORM:

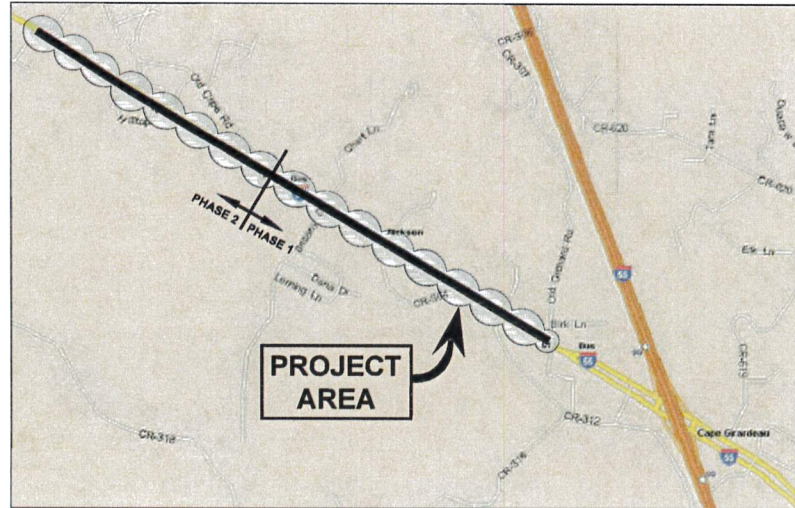
By \_\_\_\_\_  
Commission Counsel

# EAST JACKSON BOULEVARD ROADWAY LIGHTING PROJECT

## JACKSON, MISSOURI

### SHEET INDEX

COVER SHEET E0.0  
DETAIL SHEET E1.0  
LIGHTING PLANS E1.1 - E1.4



LOCATION MAP  
NOT TO SCALE



**UTILITY INFORMATION**  
THE LOCATION OF UNDERGROUND UTILITIES AS SHOWN  
ARE BASED ON RECORD DRAWINGS AND FIELD SURVEY  
INFORMATION PROVIDED BY THE UTILITY COMPANIES.  
LOCATION OF UNDERGROUND UTILITIES MAY VARY FROM  
LOCATION TO LOCATION. ADDITIONAL  
BURNED UTILITIES STRUCTURES MAY BE ENCOUNTERED.  
NO RECALCULATIONS WERE MADE IN THE PREPARE OF THIS  
DRAWING TO LOCATE BURNED UTILITIES STRUCTURES.

#### UTILITY JURISDICTION

\* WATER, ELECTRIC, SEWER  
CITY OF JACKSON  
PUBLIC WORKS DEPARTMENT  
101 COURT ST  
JACKSON, MO 63755  
573-243-2300

\* GAS  
ATMOS ENERGY  
2270 N HIGH ST  
JACKSON, MO 63755  
573-264-2145

\* TELEPHONE  
SOUTHWESTERN BELL TELEPHONE  
800 BROADWAY  
CAPE GRIFFIN, MO 63701  
573-336-8863

\* CABLE TV  
CHARTER COMMUNICATIONS  
1620 N KINGSHIGHWAY  
CAPE GRIFFIN, MO 63701  
573-334-4225

\* MISSOURI ONE-CALL  
1-800-ONE-CALL

### ENGINEER

## STRICKLAND ENGINEERING

CIVIL MECHANICAL ELECTRICAL  
ENGINEERING

LAND SURVEYING

113 WEST MAIN STREET  
JACKSON, MISSOURI 63755  
TEL: 573-243-4080  
FAX: 573-243-2191

| LEGEND       |  |  |  |
|--------------|--|--|--|
| CONCRETE     |  |  |  |
| STREET LIGHT |  |  |  |
| POWER SUPPLY |  |  |  |
| POLE NUMBER  |  |  |  |

EAST JACKSON BOULEVARD  
ROADWAY LIGHTING PROJECT

JACKSON, MISSOURI  
113 WEST MAIN STREET  
JACKSON, MISSOURI 63755  
TEL: 573-243-4080  
FAX: 573-243-2191



CIVIL - MECHANICAL - PLUMBING - ELECTRICAL ENGINEERING  
LAND SURVEYING

DRAWING TITLE

COVER  
SHEET

SCALE As Noted  
DATE 12/28/2023  
DRAWN BY SW/AW  
JOB NO. 23-135  
DRAWING NUMBER **E0.0**  
CONSECUTIVE NUMBER  
OF



**Exhibit B****Project Name:** East Jackson Boulevard Roadway Lighting Project**MoDOT Project Number:** SE0247**Description:** Install Continuous Lighting along Route 61 (East Jackson BLVD) from approximately the intersection of K-Land Drive in an easterly direction to South Old Orchard Road.**Total Project Cost Estimate:** \$1,869,104**Local Entity:** City of Jackson

|   | Current Estimate | Cost Share Eligible |
|---|------------------|---------------------|
| Preliminary Engineering                 | \$0              | \$0                 |
| Preliminary Engineering Review (MoDOT)  | \$3,000          | \$3,000             |
| Right of Way Acquisition                | \$0              | \$0                 |
| Right of Way Incidentals                | \$0              | \$0                 |
| Right of Way Review (MoDOT)             | \$0              | \$0                 |
| Utilities                               | \$0              | \$0                 |
| Construction                            | \$1,823,004      | \$1,823,004         |
| Construction Engineering                | \$38,100         | \$38,100            |
| Construction Engineering Review (MoDOT) | \$5,000          | \$5,000             |
| Total                                   | \$1,869,104      | \$1,869,104         |

**Project Responsibilities:**

|                          |        |
|--------------------------|--------|
| Design                   | Entity |
| Right of Way Acquisition | Entity |
| Letting                  | Entity |
| Inspection               | Entity |

**Financial Responsibilities:**

|                       |             |      |
|-----------------------|-------------|------|
| MoDOT Internal Budget | \$8,000     | 0%   |
| Cost Share Funds      | \$926,552   | 50%  |
| Entity                | \$934,552   | 50%  |
| CMAQ/STBG             | \$0         | 0%   |
| Total:                | \$1,869,104 | 100% |

**How are overruns and underruns handled?** The city will be responsible for overruns on the project. Underruns will be based on the pro rata share.



**MISSOURI HIGHWAYS AND TRANSPORTATION COMMISSION**  
**DRAFT LIGHTING MAINTENANCE AGREEMENT**  
**AGREEMENT NO.: 2024-10-85701**  
**TAKEOVER OF EXISTING LIGHTS ON WEST JACKSON**  
**BOULEVARD**

**DRAFT**

CCO Form: TR39  
Approved: 10/03 (BDG)  
Revised: 03/24 (TLP)  
Modified: 03/25 (BAB)

MoDOT District: Southeast District  
MoDOT Agreement Administrator: Jake Butler  
eAgreement No.: 2024-10-85701

## **MISSOURI HIGHWAYS AND TRANSPORTATION COMMISSION LIGHTING MAINTENANCE AGREEMENT**

THIS AGREEMENT is entered into by the Missouri Highways and Transportation Commission (hereinafter, "Commission") and the City of Jackson, Missouri (hereinafter, "City")

WITNESSETH:

NOW, THEREFORE, in consideration of the mutual promises, covenants, and representations contained in this Agreement, the parties agree as follows:

(1) PURPOSE AND SCOPE: It is the purpose of this Agreement to outline the responsibilities of the Commission and the City for lighting maintenance of the portion of MO 72 in Cape Girardeau County, Missouri.

(2) INSTALLATION OF LIGHTING:

(A) The Commission has installed 40 luminaires along MO 72 from the intersection of MO 25 and west to approximately 870 feet West of Pioneer Orchard Road that is considered Continuous Lighting. An aerial plan sheet referencing the luminaries considered to be Continuous Lighting is attached hereto and incorporated by reference as Exhibit A. The Commission will incur the installation expense of upgrading the existing luminaires along MO 72 from the intersection of MO 25 and west to approximately 870 feet West of Pioneer Orchard Road to LED fixtures, with the exception of the thirteenth luminary which was previously removed by the Commission. The Commission shall be responsible for all maintenance and traffic control devices on and along MO 72 from the intersection of MO 25 and west to approximately 870 feet West of Pioneer Orchard Road, with the exception of the Continuous Lighting set forth in Exhibit A.

(B) The City shall take over ownership and maintain, at the City's sole cost, all Continuous Lighting along MO 72 from the intersection of MO 25 and west to approximately 870 feet West of Pioneer Orchard Road within the Commission's limited access right of way. The City shall also take over ownership and maintain all conduits, pull boxes, power meters, and lighting controllers for this Continuous lighting. The lighting shall be maintained in accordance with the Missouri Department of Transportation's Engineering Policy Guide. The City shall pay the cost of electrical current for the operation of the Continuous Lighting. The City shall provide and maintain power at the locations designated. Within ninety



(90) days of execution of this Agreement or within five (5) days of the date that all luminaries subject of this Agreement are updated with LED lighting, whichever date occurs first, the City shall convert the power associated with the Continuous Lighting out of the name of the Commission and into the name of the City.

(3) MAINTENANCE BY CONTRACT:

(A) The City may have the maintenance work required pursuant to this Agreement performed by either its own maintenance personnel or by contract with qualified individuals or companies approved by the Commission to provide a fully functional and dependable lighting system.

(B) The City shall respond to any emergency situation in which repair or maintenance of damage to the lighting is required immediately to correct a dangerous condition or restore the safe, unobstructed flow of traffic on the improvement.

(4) MAINTENANCE BY CITY WITHIN COMMISSION RIGHT OF WAY:

In order to coordinate maintenance activities on the improvement, the City shall notify the Commission either by telephone, telefax, or in writing, prior to performing maintenance work within Commission right of way. Such notification shall be made to the District's Operational Support Engineer or a designated assistant and shall include the location and nature of the work to be performed. Any maintenance activities done by the City which involves closing one or more of the through lanes of the improvement, affects the safety of the traveling public, or which will cause permanent changes to the configuration of the improvement, may require a permit from the Commission. The City will be informed of whether or not a permit is required at the time the City notifies Commission of the proposed maintenance activities. The City shall comply with any additional condition placed upon the issuance of the permit.

(5) AMENDMENTS: Any change in this Agreement, whether by modification or supplementation, must be accomplished by a formal contract amendment signed and approved by the duly authorized representative of the City and the Commission.

(6) UTILITY LOCATING RESPONSIBILITY: The City shall be responsible for any utility locate request information along MO 72 from the intersection of MO 25 and west to approximately 870 feet West of Pioneer Orchard Road concerning the cable(s) for the lighting system, including the pullboxes and conduits.

(7) COMMISSION REPRESENTATIVE: The Commission's District Engineer is designated as the Commission's Representative for the purpose of administering the provisions of this Agreement. The Commission's Representative may designate by written notice to each of the City Representatives, additional

persons having the authority to act on behalf of the Commission in the performance of this Agreement.

(8) CITY REPRESENTATIVE: The City Mayor for the City is designated as the City's representative for the purpose of administering the provisions of this Agreement. The City Representatives may designate by written notice to the Commission's Representative additional persons having the authority to act on behalf of the City or a City Department in the performance of this Agreement.

(9) NOTICES: Any notice or other communication required or permitted to be given hereunder shall be in writing and shall be deemed given upon delivery by First Class, Priority or Express United States mail, postage prepaid, or upon actual receipt by courier, personal or facsimile delivery, addressed as follows:

(A) To the Commission:

Mark Croarkin, District Engineer  
Missouri Department of Transportation  
2675 N. Main St.  
Sikeston, MO 63801  
Fax: (573) 472-5219

(B) To the City

Dwain Hahs, City Mayor  
City of Jackson  
101 Court St.  
Jackson, MO 63755  
Fax: (573) 243-4588

or to such other place as the parties may designate in accordance with this Agreement. To be valid, facsimile delivery shall be followed by delivery of the original document, or a clear and legible copy thereof, within three (3) business days of the date of facsimile transmission of that document.

(10) VENUE: It is agreed by the parties that any action at law, suit in equity, or other judicial proceeding to enforce or construe this Agreement, or regarding its alleged breach, shall be instituted only in the Circuit Court of Cole County, Missouri.

(11) LAW OF MISSOURI TO GOVERN: This Agreement shall be construed according to the laws of the state of Missouri. The City shall comply



with all local, state and federal laws and regulations relating to the performance of this Agreement.

(12) INDEMNIFICATION: To the extent allowed or imposed by law, the City shall defend, indemnify and hold harmless the Commission, including its members and department employees, from any claim or liability whether based on a claim for damages to real or personal property or to a person for any matter relating to or arising out of the City's wrongful or negligent performance of its obligations under this Agreement.

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(A) The City is required or will require any contractor procured by the City to work under this Agreement:

(1) To obtain a no cost permit from the Commission's district engineer prior to working on the Commission's right-of-way, which shall be signed by an authorized contractor representative (a permit from the Commission's district engineer will not be required for work outside of the Commission's right-of-way); and

(2) To carry commercial general liability insurance and commercial automobile liability insurance from a company authorized to issue insurance in Missouri, and to name the Commission, and the Missouri Department of Transportation and its employees, as additional insureds in amounts sufficient to cover the sovereign immunity limits for Missouri public entities (\$600,000 per claimant and \$4,000,000 per occurrence) as calculated by the Missouri Department of Insurance, Financial Institutions and Professional Registration, and published annually in the Missouri Register pursuant to Section 537.610, RSMo.

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IN WITNESS WHEREOF, the parties have entered into this Agreement on the date last written below.

Executed by City this \_\_\_\_\_ (date).

Executed by Commission this \_\_\_\_\_ (date).

MISSOURI HIGHWAYS AND  
TRANSPORTATION COMMISSION

**City of Jackson**

\_\_\_\_\_

By \_\_\_\_\_

Title \_\_\_\_\_

Title **City Mayor**

ATTEST:

ATTEST:

By \_\_\_\_\_  
Secretary to the Commission

By \_\_\_\_\_

Title **City Clerk**

Ordinance No. \_\_\_\_\_

APPROVED AS TO FORM:

By \_\_\_\_\_  
Commission Counsel

**Commented [GH1]:** A copy of the ordinance or resolution which authorizes execution of this Agreement is needed.



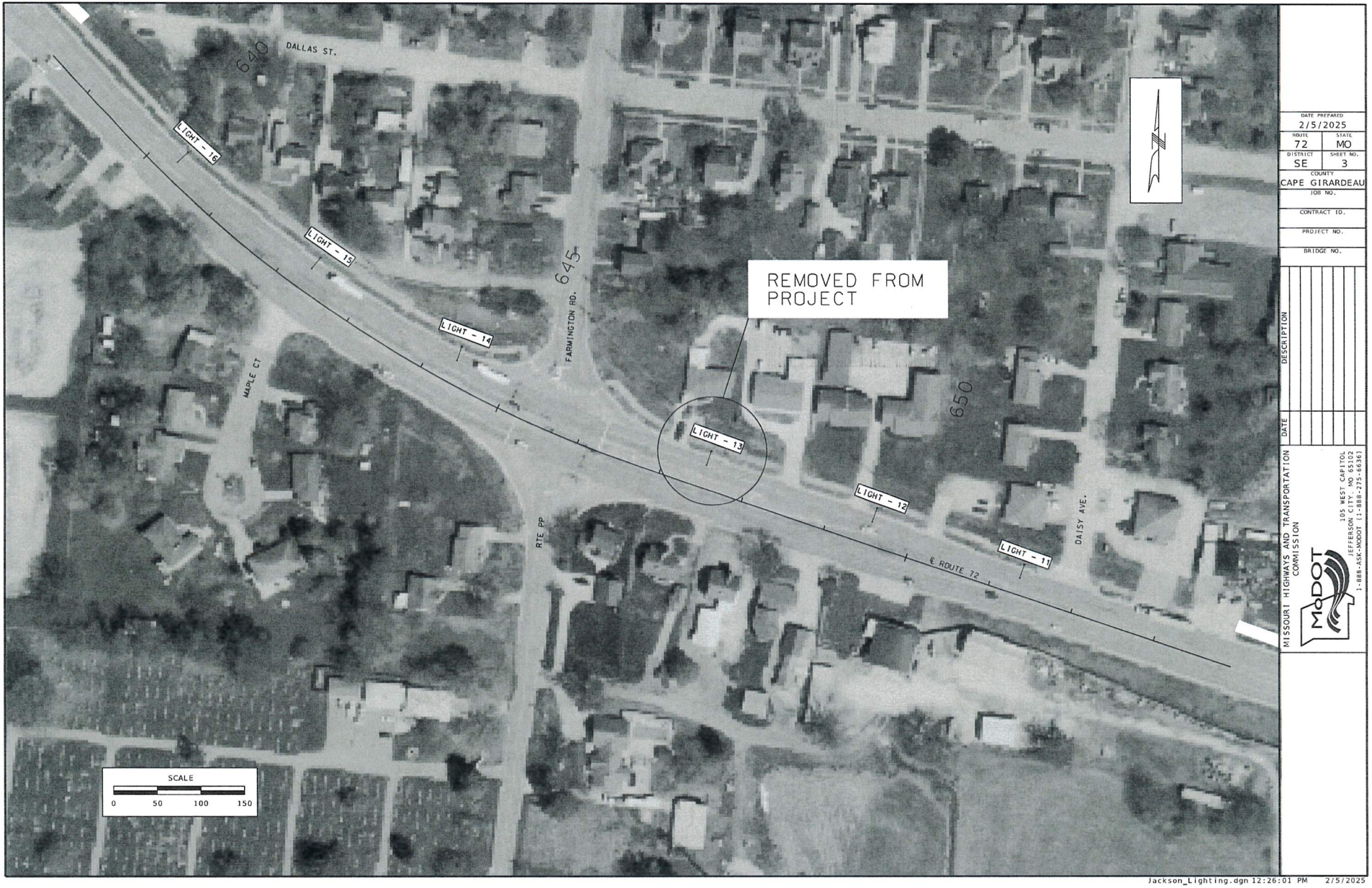


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|---|--|----------------|-----------|
|  |  | DATE PREPARED  |           |
|   |  | 2/5/2025       |           |
|   |  | ROUTE          | STATE     |
|   |  | 72             | MO        |
| MISSOURI HIGHWAYS AND TRANSPORTATION COMMISSION                                     |  | DISTRICT       | SHEET NO. |
|   |  | SE             | 1         |
|   |  | COUNTY         |           |
|   |  | CAPE GIRARDEAU |           |
| DESCRIPTION   |  | JOB NO.        |           |
|   |  |                |           |
|   |  | CONTRACT ID.   |           |
|   |  |                |           |
| DATE  |  | PROJECT NO.    |           |
|   |  |                |           |
|   |  | BRIDGE NO.     |           |
|   |  |                |           |
| 100 WEST CAPITOL<br>JEFFERSON CITY<br>1-888-ASK-MDOT (1-888-275-6636)               |  |                |           |
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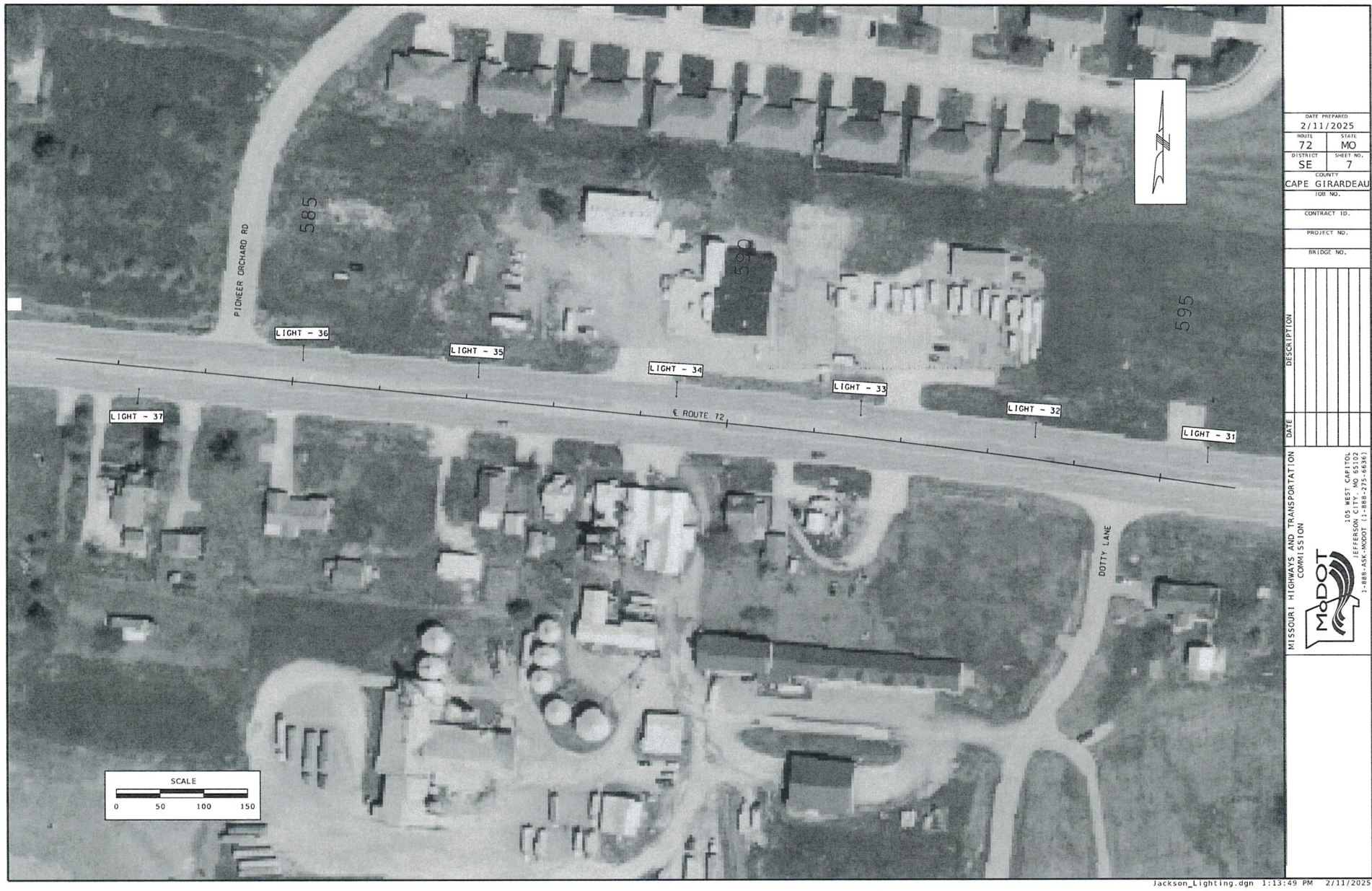
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| DATE PREPARED<br>2/5/2025  |                |
| ROUTE<br>72  | STATE<br>MO    |
| DISTRICT<br>SE   | SHEET NO.<br>5 |
| COUNTY<br>CAPE GIRARDEAU   |                |
| JOB NO.  |                |
| CONTRACT ID.   |                |
| PROJECT NO.  |                |
| BRIDGE NO.   |                |
| DATE   | DESCRIPTION    |
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| MISSOURI HIGHWAYS AND TRANSPORTATION COMMISSION                                      |                |
|  |                |
| 105 WEST CAPITOL<br>JEFFERSON, MO 65102<br>1-888-ASK-MISSOURI 1-888-273-6551         |                |





|  |                |
|--|----------------|
| DATE PREPARED:<br>2/5/2025   |                |
| ROUTE NO.<br>72  | STATE<br>MO    |
| DISTRICT<br>SE   | SHEET NO.<br>6 |
| COUNTY<br>CAPE GIRARDEAU   |                |
| JOB NO.  |                |
| CONTRACT ID.   |                |
| PROJECT NO.  |                |
| BRIDGE NO.   |                |
| DESCRIPTION  |                |
|  |                |
| DATE   |                |
|  |                |
| MISSOURI HIGHWAYS AND TRANSPORTATION COMMISSION                                      |                |
|  |                |
| 105 WEST CAPITOL<br>JEFFERSON, MO 64601<br>1-888-ASK-MODOT (1-888-275-6337)          |                |

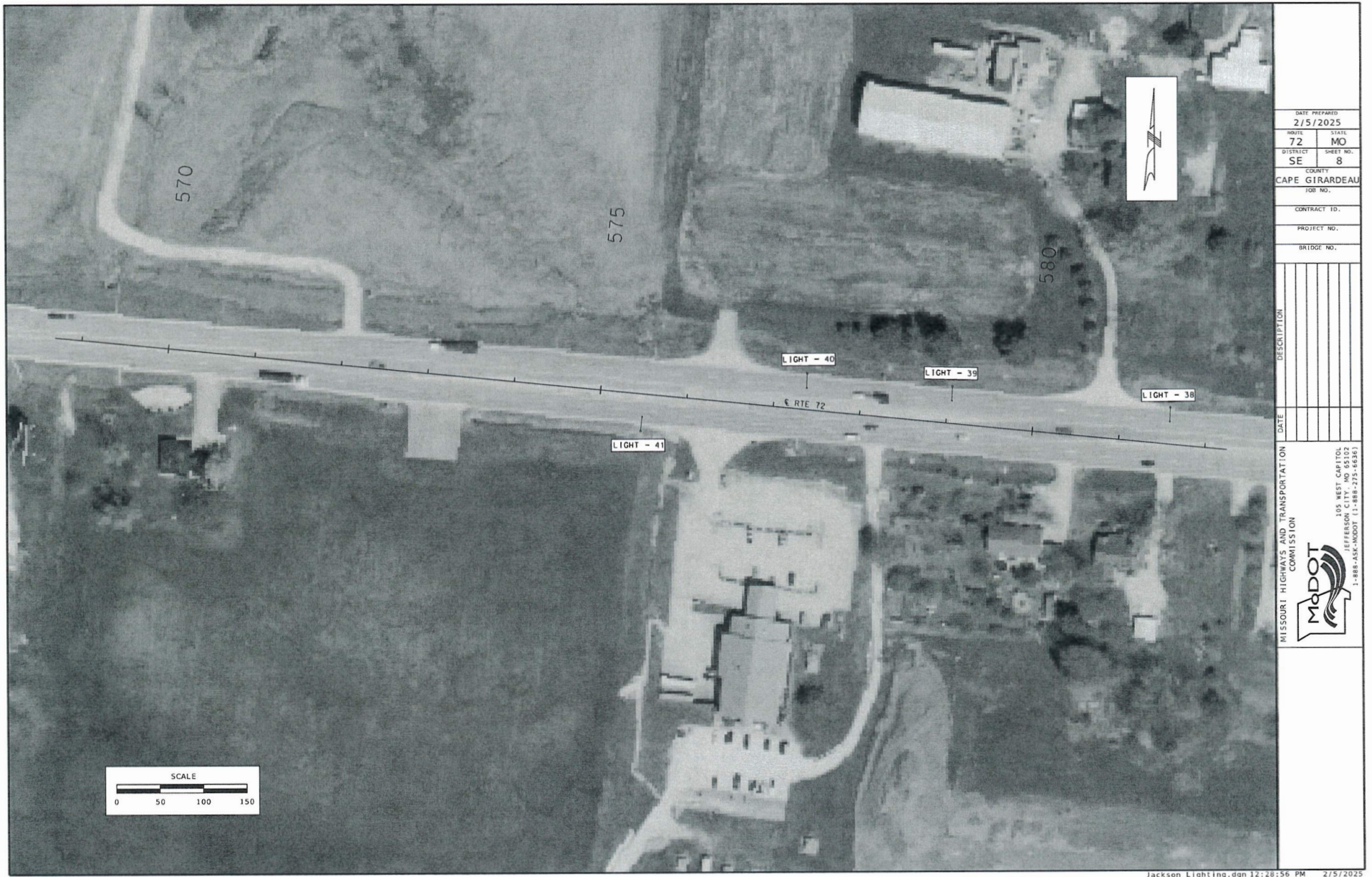




|  |                |
|--|----------------|
| DATE PREPARED<br>2/11/2025   |                |
| ROUTE<br>72  | STATE<br>MO    |
| DISTRICT<br>SE   | SHEET NO.<br>7 |
| COUNTY<br>CAPE GIRARDEAU   |                |
| JOB NO.  |                |
| CONTRACT ID.   |                |
| PROJECT NO.  |                |
| BRIDGE NO.   |                |
| DATE   | DESCRIPTION    |
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| MISSOURI HIGHWAYS AND TRANSPORTATION COMMISSION                                      |                |
|  |                |
| 105 WEST CAPITOL<br>JEFFERSON<br>1-888-ASK-MISSOURI (1-888-275-6636)                 |                |

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